

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	)	
	)	Chapter 11
WATER GREMLIN COMPANY, et al., ¹	)	Case No. 23-11775-LSS
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	Re: Docket No. 9, 115

**NOTICE OF FILING OF (I) SUCCESSFUL BID EQUITY
PURCHASE AGREEMENT, (II) SUMMARY OF MATERIAL TERMS
PURSUANT TO LOCAL RULE 6004-1, AND (III) PROPOSED REVISED SALE ORDER**

PLEASE TAKE NOTICE that on October 27, 2023, the Debtors filed the Motion of Debtors for *Orders (I) Authorizing And Approving (A) Bidding Procedures, (B) Designation Of A Stalking Horse Bidder And Bid Protections For Stalking Horse, (C) Procedures Related To The Assumption And Assignment Of Certain Designated Contracts And Unexpired Leases; (D) The Form And Manner Of Notice; (II) Scheduling The Bid Deadline And Auction (III) Authorizing And Approving (A) The Sale Of Certain Assets Free And Clear Of All Liens, Claims, Encumbrances And Interests And (B) The Assumption And Assignment Of Certain Contracts And (Iv) Granting Related Relief [Docket No.9] (the “Motion”).*

PLEASE TAKE NOTICE that on November 20, 2023, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered the *Order (I) Authorizing And Approving (A) Bidding Procedures, (B) Designation Of A Stalking Horse Bidder And Bid Protections For Stalking Horse, (C) Procedures Related To The Assumption And Assignment Of Certain Designated Contracts And Unexpired Leases; (D) The Form And Manner Of Notice; (II) Scheduling The Bid Deadline And Auction (III) Authorizing And Approving (A) The Sale Of*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: WG Sub, LLC (“WG Sub”) (0781), Water Gremlin Holdings, Inc. (“Holdings”) (9250), and Water Gremlin Company (“Water Gremlin”) (6396).

Certain Assets Free And Clear Of All Liens, Claims, Encumbrances And Interests And (B) The Assumption And Assignment Of Certain Contracts And (Iv) Granting Related Relief [Docket No. 115] (the “Bidding Procedures Order”)² in connection with the sale of certain of the Debtors’ assets and a form asset purchase agreement (the “Form Purchase Agreement”).

PLEASE TAKE FURTHER NOTICE that, on December 12, 2023, the Court entered the *Order Approving Designation of Accuma Corporation as Stalking Horse Bidder* [Docket No. 169] (the “Stalking Horse Order”).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures Order, on December 18, 2023, the Debtors conducted the Auction for a sale of the Transferred Equity.

PLEASE TAKE FURTHER NOTICE that, upon the conclusion of the Auction, the Debtors identified, in the exercise of their business judgment and in consultation with the Consultation Parties, Accuma Corporation (“Accuma”) as the Successful Bidder, and Wegmann Automotive GmbH (“Wegmann”) as the Backup Bidder.

PLEASE TAKE FURTHER NOTICE that, on December 18, 2023, the Debtors filed the *Notice of Auction Results* [Docket No. 184] describing, among other things, the material terms of the Successful Bid and the Backup Bid.

PLEASE TAKE FURTHER NOTICE that, consistent with the Bidding Procedures Order, the Successful Bid’s equity purchase agreement (“Successful Bid Purchase Agreement”) in substantially final form is attached hereto as **Exhibit 1-A**. For the convenience of the Court and all parties-in-interest, a blackline of the Successful Bid Purchase Agreement against the Form Purchase Agreement is attached hereto as **Exhibit 1-B**.

² Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Bidding Procedures Order and the Stalking Horse Order.

PLEASE TAKE FURTHER NOTICE that a draft revised proposed sale order (the “Revised Sale Order”) is attached hereto as **Exhibit 2-A**. The Revised Sale Order includes comments from the Office of the United States Trustee, the Committee, the DIP Lender, and the Successful Bidder. For the convenience of the Court and all parties-in-interest, a blackline of the Revised Sale Order against the proposed order filed with the Motion is attached hereto as **Exhibit 2-B**.

PLEASE TAKE FURTHER NOTICE that, consistent with Local Rule 6004-1, a summary of material terms of the Successful Bid Purchase Agreement is attached hereto as **Exhibit 3**.

PLEASE TAKE FURTHER NOTICE that a hearing (the “Hearing”) to consider approval of the results of the Debtors’ sale process and Auction is scheduled on **December 20, 2023, at 10:00 a.m. (prevailing Eastern Time)** before the Honorable Laurie Selber Silverstein. The Hearing may be adjourned from time to time without further notice to creditors or parties-in-interest other than by announcement of the adjournment in open court on the date scheduled for the Hearing or on the Court’s docket.

PLEASE TAKE FURTHER NOTICE that the Debtors and the Successful Bidder reserve all rights to modify the Successful Bid Purchase Agreement and the Revised Sale Order at or prior to the Hearing.

[Remainder of page intentionally left blank]

Dated: December 20, 2023
Wilmington, Delaware

DORSEY & WHITNEY (DELAWARE) LLP

/s/ Alessandra Glorioso

Eric Lopez Schnabel (DE Bar No. 3672)
Alessandra Glorioso (DE Bar No. 5757)
300 Delaware Avenue, Suite 1010
Wilmington, Delaware 19801
Telephone: (302) 425-7171
Email: schnabel.eric@dorsey.com
glorioso.alessandra@dorsey.com

-and-

DORSEY & WHITNEY LLP

Eric Lopez Schnabel
Michael Galen (*pro hac vice*)
Courina Yulisa (*pro hac vice*)
Laura Goforth (*pro hac vice*)
51 West 52nd Street
New York, NY 10019
Telephone: (212) 415-9200
Email: schnabel.eric@dorsey.com
galen.michael@dorsey.com
yulisa.courina@dorsey.com
goforth.laura@dorsey.com

Counsel for the Debtors and Debtors in Possession

Exhibit 1-A

Successful Bid Purchase Agreement

EQUITY PURCHASE AGREEMENT

by and between

Accuma Corporation

and

Water Gremlin Holdings, Inc.
(formerly known as Okabe Holding USA, Inc.)

dated as of

December 20, 2023

TABLE OF CONTENTS

	<u>Page</u>
RECITALS.....	1
ARTICLE I DEFINITIONS	1
ARTICLE II PURCHASE AND SALE OF TRANSFERRED EQUITY	12
2.1 Purchase of Transferred Equity & Patents.....	12
2.2 Purchase Price.....	12
2.3 Closing Date	12
2.4 Payment of the Purchase Price.....	12
2.5 Deposit.....	13
2.6 Determination of Closing Consideration.	14
2.7 Post-Closing Payment.....	16
2.8 Withholding	17
ARTICLE III CLOSING DELIVERIES.....	17
3.1 Seller’s Closing Deliveries	17
3.2 Buyer’s Closing Deliveries	18
ARTICLE IV REPRESENTATIONS AND WARRANTIES RELATING TO SELLER.....	19
4.1 Authorization of Agreement	19
4.2 Absence of Conflicts; Consents	20
4.3 Ownership and Transfer of Transferred Equity	20
4.4 Litigation.....	20
4.5 Brokerage.....	20
4.6 Patents.....	21
4.7 No Other Representations and Warranties.....	21
ARTICLE V REPRESENTATIONS AND WARRANTIES RELATING TO WG ITALY	21
5.1 Organization and Good Standing.....	21
5.2 Authorization of Agreement	22
5.3 Absence of Conflicts; Consents	22
5.4 Capitalization.....	22
5.5 Corporate Records	23
5.6 Financial Statements	23
5.7 No Undisclosed Liabilities.....	24
5.8 Absence of Certain Changes, Events and Conditions.....	24
5.9 Compliance with Laws; Proceedings.....	26
5.10 Governmental Licenses and Permits.....	26
5.11 Title to and Sufficiency of Assets.....	27
5.12 Environmental Matters	27
5.13 Banks; Power of Attorney.....	27
5.14 Related Party Transactions	28

5.15	Products	28
5.16	Insurance.....	28
5.17	Brokerage.....	28
5.18	Real Property	28
5.19	Employees.....	29
5.20	Employee Benefit Plans.....	29
5.21	Anti-Corruption & International Risk.....	30
5.22	Intellectual Property.....	30
5.23	Top Suppliers and Top Customers.....	31
5.24	Contracts and Commitments.....	31
5.25	Data Privacy.....	33
5.26	Inventory.....	33
5.27	Taxes.....	34
5.28	No Other Representations and Warranties.....	34
ARTICLE VI REPRESENTATIONS AND WARRANTIES OF BUYER.....		35
6.1	Organization and Corporate Power.....	35
6.2	Authorization of Agreement	35
6.3	Absence of Conflicts; Consents	35
6.4	Proceedings.....	36
6.5	Brokerage.....	36
6.6	Sufficiency of Funds.....	36
6.7	Independent Investigation.....	36
ARTICLE VII CLOSING CONDITIONS		36
7.1	Conditions to Obligations of Buyer	36
7.2	Conditions to Obligations of Seller.....	38
7.3	Frustrations of Closing Conditions	39
ARTICLE VIII TAX MATTERS.....		39
8.1	Transfer Taxes	39
8.2	Tax Returns.....	39
8.3	Cooperation on Tax Matters	40
8.4	Tax Controversies.....	40
8.5	Bulk Transfers.....	40
ARTICLE IX TERMINATION		41
9.1	Termination of Agreement.....	41
9.2	Effect of Termination.....	42
ARTICLE X COVENANTS		44
10.1	Conduct of the Business	44
10.2	Notices to Governmental Authorities	44
10.3	Press Releases and Announcements	44
10.4	Confidentiality	44

10.5	Access to Information.....	45
10.6	Bankruptcy Court Matters	45
10.7	Bankruptcy Court Approval.....	46
10.8	Backup Bidder	46
10.9	Preservation of Records; Post-Closing Access and Cooperation.....	47
10.10	Closing Conditions	47
10.11	Notification of Certain Matters.....	47
10.12	Change of Name	47
10.13	Sole Shareholder Disclosures under Italian Law	47
10.14	Worldwide Sale.....	47
ARTICLE XI MISCELLANEOUS.....		48
11.1	Non-Survival of Representations, Warranties and Covenants.....	48
11.2	Amendment and Waiver	48
11.3	Notices	48
11.4	Binding Agreement; Assignment; No Third Party Rights	49
11.5	Severability	49
11.6	Construction.....	50
11.7	Expenses	50
11.8	Further Assurances	51
11.9	Entire Agreement.....	51
11.10	Non-Recourse	51
11.11	Governing Law	51
11.12	Consent to Jurisdiction and Service of Process	51
11.13	Remedies.....	52
11.14	Counterparts; Electronic Delivery	52

EQUITY PURCHASE AGREEMENT

THIS EQUITY PURCHASE AGREEMENT (this “Agreement”) is made effective as of December 20, 2023 (the “Effective Date”), by and between Water Gremlin Holdings, Inc. (formerly known as Okabe Holding USA, Inc.), an Illinois corporation, file number 63566896 (“Seller”) and Accuma Corporation, a North Carolina corporation (“Buyer”) and is further executed and acknowledged by WG MN (as defined below) for purposes of Sections 3.1 and 10.14. Each of Buyer and Seller are collectively referred to herein as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, on October 27, 2023 (the “Petition Date”), Seller and its United States subsidiaries, Water Gremlin Company, a Minnesota corporation (“WG MN”) and WG Sub, LLC, a Delaware limited liability company (“WG DE” and, with Seller and WG MN, the “Companies”) filed a voluntary petition (the “Petition”) for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). The Companies manage their business as debtor in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

WHEREAS, Seller owns all of the issued and outstanding Equity Interests of Water Gremlin Aquila Company S.p.A, a Società per Azioni, (Italian joint stock company) (“WG Italy” and such Equity Interests, the “Transferred Equity”).

WHEREAS, WG MN owns those certain patents that are utilized in connection with the business operations of WG Italy set forth on Schedule 1.0 (the “Patents”), which Seller desires to cause WG MN to transfer to WG Italy on the terms and subject to the conditions set forth in this Agreement.

WHEREAS, Seller desires to sell, and Buyer desires to purchase, all of the Transferred Equity on the terms and subject to the conditions set forth in this Agreement.

WHEREAS, the transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated only pursuant to the Sale Order approving such sale free and clear of all Liens and Claims, all as more specifically provided in this Agreement, and in accordance with Sections 105 and 363 of the Bankruptcy Code and other applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Bidding Procedures Order.

WHEREAS, Seller and Buyer have negotiated in good faith and at arm’s length for the purchase and sale of the Transferred Equity subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

ARTICLE I DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

“Accounting Firm” means, KPMG Italy, or in the event KPMG Italy is unavailable, an Accounting Firm based in or operating in Italy with expertise in financial analysis mutually satisfactory to Buyer and Seller.

“Adjusted Closing Cash” has the meaning set forth in Section 2.6(a).

“Adjusted Closing Consideration” means an amount equal to (a) the Equity Purchase Price, *plus* (b) the Adjusted Closing Cash, *minus* (c) the Adjusted Indebtedness Amount, *minus* (d) the Adjusted Retained Liabilities.

“Adjusted Closing Consideration Certificate” has the meaning set forth in Section 2.6(a).

“Adjusted Excess Retained Debt & Liabilities Amount” has the meaning set forth in Section 2.6(a).

“Adjusted Indebtedness Amount” has the meaning set forth in Section 2.6(a).

“Adjusted Retained Liabilities” has the meaning set forth in Section 2.6(a).

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

“Alternative Transaction” a transaction or series of related transactions pursuant to which Seller accepts a bid for Transferred Equity, from a Person other than Buyer or any Affiliate of Buyer, as the highest or best offer, in accordance with the Bidding Procedures Order, but does not mean the sale of goods or services of the Business conducted in the Ordinary Course of Business, other than in accordance with the Bidding Procedures Order.

“Anti-Corruption Laws” means all Laws related to anti-bribery or anti-corruption (governmental or commercial) including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and all applicable Laws enacted to implement the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions.

“Applicable Accounting Principles” means GAAP, as applied in the preparation of the Financial Statements and on a consistent basis without modification throughout the periods referenced herein.

“Assumption and Assignment Procedures” has the meaning set forth in the Bidding Procedures Order.

“Auction” means the bankruptcy auction of Seller’s assets, conducted by Seller pursuant to the Bidding Procedures Order.

“Backup Bid Expiration Date” has the meaning set forth in the Bidding Procedures.

“Backup Bidder” has the meaning set forth in the Bidding Procedures.

“Bankruptcy Exceptions” has the meaning set forth in Section 4.1.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure.

“Bidding Procedures” means the procedures, in form and substance reasonably acceptable to Buyer, governing the solicitation of bids and the conduct of the Auction for the Transferred Equity under the supervision of the Bankruptcy Court, which are attached as an exhibit to the Bidding Procedures Order.

“Bidding Procedures Order” means an order of the Bankruptcy Court (including any attachments thereto), in form and substance reasonably acceptable to Buyer that, among other things, approves the Bidding Procedures, and the Assumption and Assignment Procedures.

“Break-Up Fee” means an amount equal to \$567,870.43.

“Business” means lead acid battery terminal manufacturing, sales and distribution.

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

“Business Employee” means any individual who is an employee, whether by contract, common law or otherwise, of WG Italy as of immediately prior to the Closing.

“Business Intellectual Property” has the meaning set forth in Section 5.22(b).

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

“Buyer Documents” has the meaning set forth in Section 6.2.

“Buyer Return” has the meaning set forth in Section 8.2(b).

“Chapter 11 Cases” means the cases commenced by the Companies on the Petition Date under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

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

“Closing Cash” means, as of the Effective Time, the aggregate, unrestricted cash balance of WG Italy, including all cash, commercial paper, certificates of deposit and other bank deposits, treasury bills, all other cash equivalents in its accounts, and third Person checks deposited or held in its accounts that have not yet cleared (as such terms are defined in accordance with GAAP).

“Closing Consideration” means an amount equal to (a) the Equity Purchase Price, *plus* (b) the Closing Cash, *minus, if applicable* (c) the Excess Retained Debt & Liabilities Amount.

“Closing Indebtedness” means, as of the Effective Time, the aggregate amount of all Indebtedness of WG Italy, to include the aggregate amounts as of the Effective Time of the items labeled “Other Current Assets”, “Deferred Tax”, “Income Tax Receivable”, “Trade Accounts Payable”, “Note Payable – Line of Credit”, “Current Portion of LT Debt”, “Amount due to Officer-Stockholder”, “Employee Compensation and Related Liabilities”, “Other Accrued Liabilities”, “Accrued Income Taxes”, “Current Deferred Tax Liabilities”, “Long Term Note Payable”, “Obligations Under Capital Leases” and “Deferred Income Taxes” on Schedule 3.1.

“Closing Inventory Amount” has the meaning set forth in Section 2.7(a).

“Closing Inventory and Receivables Certificate” has the meaning set forth in Section 2.7(a).

“Closing Retained Liabilities” means, as of the Effective Time, the aggregate amount of all Retained Liabilities of WG Italy, to include the aggregate amounts as of the Effective Time of the items labeled “Customer Deposits” and “Deferred Compensation” on Schedule 3.1.

“Closing Receivables Amount” has the meaning set forth in Section 2.7(a).

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Companies” has the meaning set forth in the Preamble.

“Contract” means any contract, agreement, commitment, indenture, note, bond, mortgage, charge, loan, instrument, lease, sublease, agreement to lease, occupancy agreement, license, purchase order, service agreement, bill of lading, sales order or other arrangement, understanding, undertaking, commitment or obligation, whether written or oral.

“Contract Counterparty” means a non-debtor counterparty to a Contract.

“Current Receivables” means all receivables of WG Italy aged ninety (90) days or less from the date of the applicable invoice as of the Closing Date.

“Disclosure Schedule” means the Schedules which are attached hereto and delivered by Seller to Buyer concurrently with the execution and delivery of this Agreement.

“Disputed Inventory and Receivables Items” has the meaning set forth in Section 2.7(b).

“Employee Benefit Plans” means all bonus, incentive compensation, deferred compensation, change of control, employee loan, profit sharing, stock option, stock appreciation right, stock bonus, stock purchase, employee stock ownership, phantom equity, savings, severance, retention, supplemental unemployment, layoff, salary continuation, retirement, pension, health, life insurance, dental, disability, accident, group insurance, vacation, holiday, sick leave, fringe benefit, employee assistance or welfare plan, and any other employee compensation or benefit plan, agreement, policy, practice, commitment, Contract, or understanding (whether qualified or nonqualified and written or unwritten), and any trust, escrow or other agreement related thereto, which currently is sponsored, established, maintained or contributed to or required to be contributed by WG Italy or for which WG Italy has any Liability, contingent or otherwise

“Environmental and Safety Requirements” means, whenever in effect, all applicable federal, state and local statutes, regulations, ordinances, codes and other provisions having the force or effect of Law and all judicial and administrative orders and determinations concerning worker health and safety, pollution or protection of the environment, including provisions pursuant to Italian Legislative Decree no. 81/2008.

“Equity Interests” means any shares of any class of capital stock, membership interests, partnership interests or other equity interests (including securities convertible or exchangeable into equity interests) in any Person, which are issued and outstanding (including all rights to receive all beneficial interest in any such items), and any outstanding warrants, options, voting agreements or other Contracts or obligations pursuant to which such Person is or may become obligated to issue, sell, purchase, return or redeem or vote or abstain from voting any shares of capital stock, membership interests, partnership interests or other equity interests.

“Equity Purchase Price” means \$9,000,000.

“Estimated Closing Cash” has the meaning set forth in Section 2.4(a)(i).

“Estimated Closing Consideration” means an amount equal to (a) the Equity Purchase Price, *plus* (b) the Estimated Closing Cash, *minus, if applicable* (c) the Excess Estimated Retained Debt & Liabilities.

“Estimated Closing Consideration Certificate” has the meaning set forth in Section 2.4(a)(i).

“Estimated Indebtedness Amount” has the meaning set forth in Section 2.4(a)(i).

“Estimated Inventory Amount” has the meaning set forth in Section 2.4(b).

“Estimated Inventory and Receivables Certificate” has the meaning set forth in Section 2.4(b).

“Estimated Receivables Amount” has the meaning set forth in Section 2.4(b).

“Estimated Retained Liabilities” has the meaning set forth in Section 2.4(a)(i).

“Excess Estimated Retained Debt & Liabilities Amount” means that amount, if any, by which the sum of the Estimated Indebtedness Amount and Estimated Retained Liabilities exceeds \$1,801,234.00.

“Excess Retained Debt & Liabilities Amount” means that amount, if any, by which the sum of the Closing Indebtedness Amount and Closing Retained Liabilities exceeds \$1,801,234.00. (For avoidance of doubt, if the sum of such amounts is equal to or less than \$1,801,234.00, the Excess Estimated Retained Debt & Liabilities Amount is \$0.00).

“Expense Reimbursement Amount” means an amount, not to exceed \$378,580.29, equal to Buyer’s or its Affiliates’ reasonable and documented out-of-pocket costs and expenses (including fees and expenses of counsel and other advisors to Buyer or its Affiliates) incurred in connection with this Agreement and the transactions contemplated hereby, and all proceedings incident thereto and appeals therefrom.

“Family Member” means, with respect to any natural Person, any grandparents, parents, spouses, siblings, children, grandchildren or other immediate family members of such Person, or any trust or similar entity established by or on behalf of such Person or any of the aforesaid family members of such Person.

“Final Amounts” has the meaning set forth in Section 2.6(c).

“Final Closing Cash” has the meaning set forth in Section 2.7(c).

“Final Closing Consideration” means an amount equal to (a) the Equity Purchase Price, *plus* (b) the Final Closing Cash, *minus* (c) the Final Indebtedness Amount, *minus* (d) the Final Retained Liabilities.

“Final Indebtedness Amount” has the meaning set forth in Section 2.6(c).

“Final Inventory Amount” has the meaning set forth in Section 2.7(c).

“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, that (x) 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, and (y) the threat or possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or analogous Federal Rule of Bankruptcy Procedure, may be filed 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.

“Final Receivables Amount” has the meaning set forth in Section 2.7(c).

“Final Retained Liabilities” has the meaning set forth in Section 2.6(c).

“Financial Statements” has the meaning set forth in Section 5.6.

“Fundamental Representations” means the representations and warranties set forth in Sections 4.1 (Authorization of Agreement), 4.2 (Absence of Conflicts; Consents), 4.3 (Ownership and Transfer of Transferred Equity), 4.5 (Brokerage), 5.1 (Organization and Good Standing), 5.2 (Authorization of Agreement), 5.3 (Absence of Conflicts; Consents), 5.4 (Capitalization), 5.6(c) (Accounts Payable), 5.6(f) (Accounts Receivable), 5.14 (Related Party Transactions), 5.15 (Products), 5.17 (Brokerage); 5.21 (Anti-Corruption & International Risk), 5.26 (Inventory) and 5.27 (Taxes).

“GAAP” means Italian generally accepted accounting principles, consistently applied.

“Global Trade Laws” means the U.S. Export Administration Regulations; the U.S. International Traffic in Arms Regulations; the economic sanctions rules and regulations administered by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”); European Union (“E.U.”) Council Regulations on export controls; and other E.U. Council sanctions regulations, as implemented in E.U. Member States; and all Laws made under any of the foregoing, including other Laws related to economic sanctions or export and import control.

“Governmental Authority” means any government or governmental, regulatory or administrative body, agency, quasi-governmental agency, branch, division, subdivision, audit group or procuring office, however organized or established of the U.S. federal government, any foreign (non-U.S. government) or any state, provincial, local or foreign government, including the employees or agents thereof, or any agency, department, bureau, instrumentality or authority thereof, or any court or arbitrator (public or private).

“Hazardous Material” means any substance, material or waste which is regulated because of its effect or potential effect on public health or the environment, including any material, substance or waste which is recycled, or which is defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” “restricted hazardous waste,” “solid waste,” “pollutant or contaminant,” “toxic waste” or “toxic substance” under any provision of applicable Law, and including petroleum or any fraction thereof, petroleum products, natural gas, natural gas liquids, liquefied natural gas or synthetic gas, asbestos, mold, asbestos-containing material, urea formaldehyde and polychlorinated biphenyls.

“Indebtedness” of any Person means, without duplication, (a) all indebtedness for borrowed money; (b) all obligations issued, undertaken or assumed as the deferred purchase price of property, assets or services; (c) all reimbursement or payment obligations with respect to letters of credit and other surety instruments; (d) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced that were incurred in connection with the acquisition of property, assets or businesses; (e) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in each case with respect to property acquired by such

Person (whether or not the rights and remedies of Seller or bank under such agreement in the event of default are limited to repossession or sale of such property); (f) all lease obligations required to be capitalized under GAAP; (g) all obligations under interest rate, currency swap or similar hedging transactions; (h) all obligations in respect of earned and unpaid sales commissions and any payments or other obligations becoming due in connection with the Closing arising out of any management, employment, retention, bonus, change in control, severance or similar arrangement with any director, officer, manager, Business Employee, Independent Contractor or former Business Employee, in each case, including the employer portion of any employment, payroll, unemployment, withholding or similar Taxes in respect thereof; (i) all obligations secured by any Lien on assets or property owned by WG Italy; (j) all obligations of, and amounts owed by, WG Italy, whether interest-bearing or otherwise, to any past, current or alleged holder of its Equity Interests, Seller or any Related Person of Seller or WG Italy, including any declared but unpaid dividends or distributions; (k) all Taxes of WG Italy for taxable periods or portions thereof ending on or before the Closing Date that are due after the Closing Date; (l) all obligations in respect of accrued and unpaid severance and paid time off of employees of WG Italy, including, in each case, the employer portion of any employment, payroll, unemployment, withholding or similar Taxes in respect thereof, (l) all principal, interest, fees, premiums and other expenses with respect to the Indebtedness described in the foregoing clauses (a) through (l); and (n) all guaranty obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (a) through (m) above.

“Independent Contractor” means a Person providing services to WG Italy on the date hereof who is not a Business Employee.

“Installment Payment Date(s)” has the meaning set forth in Section 2.7(e).

“Intellectual Property” means any and all intellectual property or proprietary rights in any jurisdiction throughout the world, including: (i) patents and patent applications (including renewals, extensions, reissues, divisionals, continuations and continuations-in-part); (ii) trademarks (registered or unregistered), service marks, trade dress, trade names, corporate names, logos and slogans (and all translations, adaptations, derivations and combinations of the foregoing), email addresses (including, but not limited to, wgac@pec.it) and Internet domain names (including, but not limited to, watergremlinaquilapiombo.com), together with all goodwill associated with each of the foregoing; (iii) copyrights and copyrightable works; (iv) registrations and applications for any of the foregoing; (v) trade secrets, confidential information (including ideas, formulae, plates, compositions, know-how, research and development information, discoveries, improvements, drawings, specifications, designs, plans, proposals, technical data, financial, business and marketing plans and customer and supplier lists and related information), know-how and inventions (whether or not patentable); (vi) social media accounts, handles and content; and (vii) rights in computer software (including source code, object code and executable code), data and databases.

“Interim Financial Statements” has the meaning set forth in Section 5.6.

“Inventory” means all inventories, wherever situated, owned, held or stored by or on behalf of WG Italy, including all inventories of raw materials, work-in-progress, finished goods and by-products, spare, replacement and component parts, supplies and packaging materials.

“IRS” means U.S. Internal Revenue Service.

“IT Systems” means the software, systems, servers, network equipment and other information technology systems owned, leased, utilized or licensed by WG Italy.

“Knowledge” means, with respect to any Person that is not an individual, the knowledge after reasonable due inquiry of any of such Person’s directors, managers, executive officers and all other officers and managers having responsibility relating to the applicable matter or, in the case of an individual, knowledge after reasonable due inquiry.

“Labor Agreement” means any collective bargaining agreement or other Contract with any labor union, labor organization or works council.

“Law” means any law, statute, regulation, code, constitution, ordinance, treaty, order, injunction, ruling or Order enacted, administered or enforced by or on behalf of any Governmental Authority.

“Liability” means any liability, debt, obligation, deficiency, Tax, penalty, assessment, fine, claim or other loss, fee, cost or expense of any kind or nature whatsoever, whether asserted or unasserted, absolute or contingent, known or unknown, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due and regardless of when asserted.

“Licensed Intellectual Property” has the meaning set forth in Section 5.22(b).

“Liens” means any lien, encumbrance, pledge, mortgage, hypothecation, deed of trust, deemed or statutory trust, security interest, prior assignment, claim, lease, sublease, license, Intellectual Property License, right to possession, charge, option, warrant, right of first refusal, easement, servitude, proxy, voting trust or agreement, transfer restriction under any equity holder or similar agreement, encumbrance, or any other restriction or limitation whatsoever, which affects, by way of a conflicting ownership interest or otherwise, the right, title or interest in or to any particular property, including any Contract granting any of the foregoing.

“Losses” means any and all losses, Liabilities, Taxes (including any loss of Tax attributes), deficiencies, demands, judgments, damages, interest, fines, penalties, assessments, awards, costs and expenses, including those arising in connection with any investigation or defense, any attorneys’ and other professionals’ fees, those arising in connection with the enforcement of any rights under Article XI, and any diminution in value.

“Material Adverse Effect” means any result, occurrence, fact, change, event or effect (whether or not constituting a breach of a representation, warranty or covenant set forth in this Agreement) that, individually or in the aggregate with any such other results, occurrences, facts, changes, events or effects (considered together with all other matters that would constitute exceptions to the representations and warranties set forth in this Agreement but for the presence of “Material Adverse Effect” or other materiality or knowledge qualifications, or similar qualifications, in such representations and warranties), (a) had or could reasonably be expected to have a material adverse effect on the business, operations, prospects, assets, Liabilities, condition (financial or otherwise) or results of operations (including EBITDA or cash flow), in each case, of WG Italy, or (b) prevents or materially impairs or delays, or could reasonably be expected to prevent or materially impair or delay, the ability of Seller to consummate the transactions contemplated by this Agreement, the Seller Documents or the WG Italy Documents or perform their duties under this Agreement, the Seller Documents or the WG Italy Documents. For the avoidance of doubt, the parties agree that the terms “material,” “materially” and “materiality” as used in this Agreement with an initial lower case “m” shall have their respective customary and ordinary meanings, without regard to the meaning ascribed to the term Material Adverse Effect.

“Material Contracts” has the meaning set forth in Section 5.24(a).

“Nondisclosure Agreement” means that certain Confidentiality Agreement by and between Accuma s.pa. and Water Gremlin Co., dated July 14, 2023.

“Order” means any writ, judgment, decree, injunction, stipulation, settlement, subpoena, determination, ruling or similar order, writ, arbitration award, directive or other legal requirement of any Governmental Authority.

“Ordinary Course of Business” means the ordinary course of business of the applicable Person consistent with past practices, including in respect of nature, scope, frequency and magnitude.

“Organizational Documents” of a Person means the articles of incorporation, certificate of incorporation, charter, bylaws, articles of formation, articles of association, operating agreement, certificate of limited partnership, partnership agreement, limited liability company agreement, certificate of formation, trust agreement, trust deed and all other similar documents, instruments or certificates executed, adopted, or filed in connection with the creation, formation, or organization of such Person, including any amendments thereto.

“Owned Intellectual Property” has the meaning set forth in Section 5.22(a).

“Owned Real Property” means all land, together with all buildings, structures, improvements and fixtures located thereon, including: all electrical, mechanical, plumbing and other building systems; fire protection security and surveillance systems; telecommunications, computer, wiring and cable installations; utility installations; water distribution systems; and landscaping; and all easements and other rights and interests appurtenant thereto, including air, oil, gas, mineral, and water rights (if any) owned by WG Italy.

“Patents” is defined in the Recitals.

“Permit” has the meaning set forth in Section 5.10.

“Permitted Lien” means (a) statutory Liens for current Taxes, assessments or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings, provided an appropriate reserve has been established therefor in the Financial Statements in accordance with Applicable Accounting Principles; (b) zoning, entitlement and other land use and environmental regulations by any Governmental Body; provided, that such regulations: (i) have not been violated; (ii) do not materially adversely affect the operation of the business of WG Italy from such lands or the continued use of the real property to which they relate; and (iii) do not affect the marketability of the real property to which they relate.

“Person” means an individual, a partnership, a limited liability company, a corporation, a cooperative, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity or a Governmental Authority.

“Personal Information” means any information that is considered “personally identifiable information,” “personal information” or “personal data” by any applicable Privacy Laws.

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

“Post-Closing Consideration” has the meaning set forth in Section 2.2.

“Pre-Closing Tax Period” means any taxable period ending on or before the Closing Date and the portion through the end of the Closing Date for any Straddle Period. In the case of any taxable period that includes (but does not end on) the Closing Date (a “Straddle Period”), the amount of any Taxes for a Straddle Period that relates to the Pre-Closing Tax Period (i) in the case of property Taxes and other similar Taxes imposed on a periodic basis, shall be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction the numerator of which is the number of days in the taxable period ending on the Closing Date and the denominator of which is the number of days in such Straddle Period and (ii) in the case of all other Taxes (including income Taxes, sales Taxes, employment Taxes and withholding Taxes), deemed to be the amount that would be payable if the taxable period of WG Italy ended with, and included, the Closing Date.

“Privacy Laws” means any applicable Laws, regulations, and requirements relating to the data privacy, information security, data breach notification, and the processing of Personal Information, including as applicable, the Federal Trade Commission Act, General Data Protection Regulation (i.e. Regulation EU no. 2016/679 of the European Parliament and of the Council of 27 April 2016), Italian Legislative Decree no. 196/20003, and U.S. state privacy laws and regulations including the California Consumer Privacy Act.

“Proceeding” means any judicial, administrative or arbitral action, mediation, charge, inquiry, proceeding, audit, assessment, reassessment, claim (including any counterclaim), complaint, dispute, demand, cause of action, investigation, suit, litigation or other legal proceeding pending by or before any Governmental Authority.

“Proposed Amounts” has the meaning set forth in Section 2.6(a).

“Qualified Bid” has the meaning set forth in the Bidding Procedures Order.

“Qualified Bidder” has the meaning set forth in the Bidding Procedures Order.

“Qualified Inventory” means products, inventory and supplies of WG Italy as at the Closing that are of a grade and quality that can be used to satisfy purchase orders from WG Italy’s customers in the Ordinary Course of Business. Qualified Inventory will be valued at bulk value.

“Related Person” means (a) with respect to any natural Person, any Family Member of such Person or any other Person of which such Person or any Family Member of such Person is an officer, director, manager, employee or equity holder, or (b) with respect to any non-natural Person, any Affiliate of such

“Restricted Country” means any country or geographic region subject to comprehensive economic sanctions administered by OFAC or the E.U., which currently includes: Cuba, Iran, North Korea, Sudan, Syria, the Crimea region of Ukraine and Venezuela.

“Sale Order” means, collectively, one or more orders of the Bankruptcy Court in form and substance reasonably acceptable to Buyer and the Seller: (i) approving the sale of the Transferred Equity pursuant to sections 105 and 363 of the Bankruptcy Code to Buyer (or such other bidder chosen as the Successful Bidder at the Auction) free and clear of all Claims and Liens on the terms and conditions set forth in this Agreement; (ii) approving the Backup Bidder chosen at the Auction and the equity purchase agreement submitted by such Backup Bidder; (iii) authorizing consummation of the transactions contemplated hereby; (iv) containing findings that the transactions contemplated by this Agreement are undertaken by the Seller and Buyer (solely in its capacity as such) at arm’s length, without collusion and in “good faith” by Buyer within the meaning of Section 363(m) of the Bankruptcy Code, Buyer is not a

successor to any Seller and granting Buyer the protections of section 363(m) of the Bankruptcy Code; (v) containing a finding that Buyer shall have no Liability or responsibility for any Liability or other obligation of any Seller arising under or related to the Transferred Equity other than as expressly set forth in this Agreement, including successor or vicarious Liabilities of any kind or character, including any theory of antitrust, environmental, successor, or transferee Liability, labor law, de facto merger, or substantial continuity; (vi) providing that the Bankruptcy Court shall retain jurisdiction to hear any disputes arising in connection with the transactions contemplated by this Agreement; and (vii) ordering waiver of the 14-day stay period under Rule 6004(h) of the Federal Rules of Bankruptcy Procedure.

“Securities Act” means the Securities Act of 1933, as amended.

“Security Incident” means any breach of the security of or other unauthorized access to or use of or other compromise to the integrity or availability of the IT Systems and the data and information stored thereon.

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

“Seller Documents” has the meaning set forth in Section 4.1.

“Seller Return” has the meaning set forth in Section 8.2(a).

“Stalking Horse Motion” has the meaning set forth in Section 10.6(a).

“Stalking Horse Order” has the meaning set forth in Section 10.6(a).

“Subsidiary” means any Person of which (a) more than fifty percent (50%) of the outstanding Equity Interests are owned, directly or indirectly, by WG Italy; or (b) WG Italy is entitled, directly or indirectly, to appoint one or more Persons to serve on the board of directors or managers or comparable supervisory body of such Person.

“Successful Bidder” has the meaning set forth in the Bidding Procedures.

“Tax” or “Taxes” means: (a) any federal, state, provincial, local or foreign income, gross receipts, capital gains, franchise, alternative or add-on minimum, estimated, sales, use, goods and services, transfer, escheat, abandoned or unclaimed property, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, personal property, capital stock, social security (or similar), unemployment, employment, disability, payroll, license, employee or other withholding, contribution or other tax, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing, in each case, whether disputed or not; (b) any liability for the payment of any amount of a type described in clause (a) arising as a result of being or having been a member of any consolidated, combined, unitary or other group or being or having been included or required to be included in any Tax Return related thereto; and (c) any liability for the payment of any amount of a type described in clause (a) or clause (b) as a result of any obligation to indemnify or otherwise assume or succeed to the liability of any other Person as a result of transferee or successor liability, a contractual obligation or otherwise.

“Tax Returns” means returns, declarations, elections, reports, claims for refund, information returns or other documents (including any related or supporting schedules, statements or information) filed or required to be filed in connection with the determination, assessment or collection of Taxes of any Party or the administration of any Laws, regulations or administrative requirements relating to any Taxes, including any amendments thereof.

“Taxing Authority” means any Governmental Authority responsible for the administration or collection of any Tax.

“Top Customer” has the meaning set forth in Section 5.23(b).

“Top Supplier” has the meaning set forth in Section 5.23(a).

“Transaction Documents” means this Agreement and any other agreement, instrument, certificate or document delivered at Closing pursuant to Article III.

“Transferred Equity” has the meaning set forth in the Recitals.

ARTICLE II

PURCHASE AND SALE OF TRANSFERRED EQUITY

2.1 Purchase of Transferred Equity & Patents. Pursuant to sections 105 and 363 of the Bankruptcy Code, on the terms and subject to the conditions contained in this Agreement and the Sale Order, at the Closing, Seller shall sell, assign, transfer, convey and deliver to the Buyer, free and clear of any Liens, all of Seller’s right, title and interest as of the Closing Date in and to the Transferred Equity, and the Buyer shall purchase, acquire and accept the Transferred Equity from Seller. The Parties acknowledge that Seller shall also, at or prior to the Closing, cause WG MN to sell, assign, transfer, convey and deliver to WG Italy all right, title and interest to the Patents as contemplated by, and to be documented in, the assignment documents referenced in Section 3.1 hereof.

2.2 Purchase Price. The aggregate consideration (the “Purchase Price”) for the purchase, sale, assignment and conveyance of the Transferred Equity from Seller to the Buyer shall be an amount in cash equal to the sum of (a) the Closing Consideration and (b) 95% of the value of the Final Inventory Amount and Final Receivables Amount, subject to confirmation (the “Post-Closing Consideration”). Schedule 2.2 sets forth a sample of the methodology for determining the Purchase Price, Closing Consideration and Post-Closing Consideration and the payment to be made by Buyer pursuant to Section 2.4(c) using the line items set forth on Schedule 3.1.

2.3 Closing Date.

On the terms contained in this Agreement, the consummation of the transactions contemplated by this Agreement (the “Closing”) shall take place in Italy at a time mutually agreed by the Parties at the location of a mutually-selected Italian notary, no later than the fourth (4th) Business Day following the date on which the conditions set forth in Article VII have been satisfied or, to the extent permitted by applicable Law, waived by the applicable Party in writing (other than conditions which by their nature are to be satisfied at the Closing or on the Closing Date, but subject to the satisfaction or, to the extent permitted by applicable Law, waiver of such conditions at or prior to the Closing), or at such other place and time as the Buyer and Seller may mutually agree in writing. The day on which the Closing takes place is referred to as the “Closing Date”. Upon the Closing, the purchase and sale of the Transferred Equity shall be deemed effective as of 11:59:59 p.m., Central European Time (CET) on the Closing Date (the “Effective Time”).

2.4 Payment of the Purchase Price.

(a) At least five (5) Business Days prior to the Closing Date, Seller will furnish to Buyer a certificate (the “Estimated Closing Consideration Certificate”) setting forth, in each case, as of the Closing Date, (A) in reasonable detail Seller’s good faith estimates of Closing Cash (the

“Estimated Closing Cash”), Closing Indebtedness (the “Estimated Indebtedness Amount”) (which shall include the payment information for all such Estimated Indebtedness Amount) and Closing Retained Liabilities (the “Estimated Retained Liabilities”); (B) the resulting Excess Estimated Retained Debt & Liabilities, if applicable, (C) the Estimated Closing Consideration calculated using such estimates, including such schedules and data with respect to the determinations set forth therein as may be reasonably appropriate to support the calculations set forth therein; and (D) a balance sheet of WG Italy substantially similar to the balance sheet attached hereto as Schedule 3.1, which shows the balance of “Other Current Assets”, “Income Tax Receivable”, “Trade Accounts Payable”, “Employee Compensation and Related Liabilities”, “Other Accrued Liabilities”, “Accrued Income Taxes” and “Deferred Income Taxes” as of the Closing Date; provided, that the Estimated Closing Consideration Certificate shall be prepared in accordance with the Accounting Principles.

(b) At least five (5) Business Days prior to the Closing Date, Seller shall deliver to Buyer a certificate (the “Estimated Inventory and Receivables Certificate”) setting forth in reasonable detail Seller’s good faith estimate of WG Italy’s Qualified Inventory and Current Receivables, in each case, as of the Closing Date (such calculations, the “Estimated Inventory Amount” and the “Estimated Receivables Amount”), including such schedules and data with respect to the determinations set forth therein as may be reasonably appropriate to support the calculations set forth therein.

(c) At the Closing, Buyer shall deliver to Seller, by wire transfer of immediately available funds into an account designated in writing by Seller, an amount equal to the Estimated Closing Consideration *less* the Deposit Amount (as defined in Section 2.5 below) *less* the Estimated Closing Cash.

(d) Thirty (30) days following the Closing, Buyer shall deliver to Seller, by wire transfer of immediately available funds into an account designated in writing by Seller, the Estimated Closing Cash.

(e) Following the Closing, in installments in the amount and on the dates indicated in Section 2.7(e), Buyer shall deliver to Seller, by wire transfer of immediately available funds into an account designated in writing by Seller, the Post-Closing Consideration.

(f) The exchange rate for any payments pursuant to this Section 2.4 or Section 2.7 shall be the exchange rate on the date which is the Business Day prior to the Closing Date.

2.5 Deposit.

(a) Prior to the Effective Date, Buyer deposited with Seller an amount equal to \$2,323,024.80 (the “Deposit”). The Deposit shall not be subject to any Lien, attachment, trustee process or any other judicial process of any creditor of the Companies or Buyer. Interest accrued on the Deposit shall become a part of the Deposit (such collective amount, the “Deposit Amount”) and shall be paid to the Party entitled to the Deposit in accordance with this Section 2.5.

(b) The Deposit Amount shall be held in a segregated account and disbursed pursuant to the terms of the Bidding Procedures Order and this Agreement, including:

(i) If the Closing occurs, then the Deposit Amount shall be credited against the Estimated Closing Consideration and the Deposit Amount shall be delivered to an account designated by Seller by wire transfer of immediately available funds;

(ii) If this Agreement is terminated pursuant to and in accordance with any provision of Article IX other than Section 9.1(a)(iii), then the Deposit Amount shall be promptly returned to Buyer by wire transfer of immediately available funds and, in any event, no later than five (5) Business Days after such termination; or

(iii) If this Agreement is terminated by Seller pursuant to and in accordance with Section 9.1(a)(iii), then the Deposit Amount shall be promptly delivered to an account designated by Seller by wire transfer of immediately available funds and, in any event, no later than five (5) Business Days after such termination, and any claim by Buyer for the Deposit Amount shall have a superpriority administrative expense status.

2.6 Determination of Closing Consideration.

(a) Within sixty (60) days after the Closing Date, Buyer shall deliver, or cause to be delivered, to Seller a certificate (the “Adjusted Closing Consideration Certificate”) setting forth an itemized statement of Buyer’s calculation of the Closing Cash (“Adjusted Closing Cash”), Closing Indebtedness (“Adjusted Indebtedness Amount”), Closing Retained Liabilities (“Adjusted Retained Liabilities”), the resulting Excess Retained Debt & Liabilities Amount, if any (the “Adjusted Excess Retained Debt & Liabilities Amount”) (collectively, the calculations on such certificate, the “Proposed Amounts”) and Buyer’s calculation of Adjusted Closing Consideration.

(b) Seller shall have the opportunity to dispute Buyer’s calculation as provided in this Section 2.6(b). The Adjusted Closing Consideration Certificate (and the computations of the Proposed Amounts indicated thereon) delivered by the Buyer to Seller shall be deemed to be conclusive and binding upon the parties unless Seller delivers written notice (the “Disputed Items Notice”) to Buyer within fifteen (15) days after receipt by Seller of the Adjusted Closing Consideration Certificate, stating that Seller objects in good faith to any specific line item in the Adjusted Closing Consideration Certificate, specifying in reasonable detail the basis for such objection; provided, that any item set forth in the Adjusted Closing Consideration Certificate that is not specifically disputed by Seller in the Disputed Items Notice shall become binding and conclusive on the parties hereto and not subject to further appeal. Seller and Buyer will attempt to resolve and finally determine and agree upon the Final Closing Consideration in good faith as promptly as practicable and, if the parties so resolve all disputes, the Adjusted Closing Consideration Certificate (and the computations of Proposed Amounts indicated thereon), as amended to the extent necessary to reflect the resolution of the dispute, shall be deemed to be conclusive and binding on the parties. The parties agree that the purpose of determining the Proposed Amounts and any related adjustment is to “true-up” for the actual amounts of Closing Cash, Closing Indebtedness and Closing Retained Liabilities, and that the same methodology shall be used both for the calculation of estimated and actual amounts (pursuant to Section 2.4(a) and this Section 2.6 respectively; accordingly, such processes are not intended to permit the introduction of different judgments, accounting methods, policies, principles, practices, procedures, classifications or estimation methodologies for the purpose of determining the actual amounts of Closing Cash, Closing Indebtedness and Closing Retained Liabilities.

(c) If Seller and Buyer are unable to reach agreement in resolving the dispute within ten (10) days after delivery of the Disputed Items Notice, Seller and Buyer shall submit to the Accounting Firm for review and resolution of the items set forth in the Disputed Items Notice (the “Disputed Items”). If the Accounting Firm is unavailable and Buyer and Seller are unable to agree upon the selection of an alternative accounting firm, then the Accounting Firm will be chosen by the Italian Forum for Arbitration and ADR, with the expenses of the Italian Forum for

Arbitration and ADR to be borne one-half (1/2) by Buyer and one-half (1/2) by Seller, and such appointment shall be final, conclusive and binding on the parties. The Accounting Firm shall (i) resolve the Disputed Items (and only the Disputed Items) based on written presentations from Buyer and Seller (it being understood that in making such determination, the Accounting Firm shall be functioning as an expert and not as an arbitrator), (ii) not ascribe a value to any Disputed Item higher or lower, as the case may be, than the highest or lowest value ascribed by Seller or Buyer in the Adjusted Closing Consideration Certificate and Disputed Items Notice, respectively, and (iii) make a determination of the Final Closing Consideration using the calculations set forth in the Adjusted Closing Consideration Certificate, as modified only by such items which were adjusted by Seller and Buyer (prior to submission of the Disputed Items) and the Accounting Firm's resolution of the Disputed Items. Buyer and Seller will direct, and will use reasonable best efforts to cause, the Accounting Firm to complete its determination within thirty (30) days after being selected, and such determination will be final, conclusive and binding on the parties. The fees, costs and expenses of the Accounting Firm will be borne by the party whose positions generally did not prevail in such determination, as determined by such accounting firm, or if the Accounting Firm determines that neither party could be fairly found to be the prevailing party, then such fees, costs and expenses will be borne fifty percent (50%) by Seller and fifty percent (50%) by Buyer. The final, binding and conclusive calculations of the Closing Cash, Closing Cash Adjustment, Closing Indebtedness, Closing Retained Liabilities and Closing Excess Retained Debt & Liabilities, based either upon agreement or deemed agreement by Buyer and Seller or the written report delivered by the Accounting Firm, in each case, in accordance with this Section 2.6(c), will be the "Final Closing Cash", "Final Closing Cash Adjustment", "Final Indebtedness Amount", "Final Retained Liabilities" and "Final Excess Retained Debt & Liabilities", as the case may be (collectively, the "Final Amounts").

(d) If Seller does not deliver the Disputed Items Notice to Buyer within fifteen (15) days after receipt by Buyer of the Adjusted Closing Consideration Certificate, the calculations of the Closing Cash, Closing Cash Adjustment, Closing Indebtedness, Closing Retained Liabilities and Closing Excess Retained Debt & Liabilities, and the calculation of the Adjusted Closing Consideration specified in the Adjusted Closing Consideration Certificate will be conclusively presumed to be true, correct and complete in all respects and will be final, conclusive and binding upon the parties.

(c) Payment of Adjustment Surplus or Adjustment Deficit.

(i) If the Final Closing Consideration is greater than the Estimated Closing Consideration (an "Adjustment Surplus"), Buyer shall pay Seller an amount equal to the Adjustment Surplus by wire transfer of immediately available funds with the payment of the third Post-Closing Payment.

(ii) If the Final Closing Consideration is less than the Estimated Closing Consideration (an "Adjustment Deficit"), (A) if there are still Post-Closing Payments to be made hereunder (and the amount of such Post-Closing Payments are at least equal to the Adjustment Deficit amount), Buyer shall deduct from the next Post-Closing Payment(s) due to Seller the Adjustment Deficit amount (until the Adjustment Deficit amount has been satisfied), such offset to be in full satisfaction of the amount owed from Seller to Buyer in respect of the Adjustment Deficit, or (B) if no Post-Closing Payments remain to be made hereunder or the amount of such Post-Closing Payments would be insufficient to satisfy the Adjustment Deficit amount, Seller shall cause to be paid to Buyer an amount equal to the Adjustment Deficit by wire transfer of immediately available funds to an account designated in writing by Buyer.

(iii) Seller and Buyer acknowledge that Buyer will have paid the Estimated Closing Cash amount to Buyer prior to determination of the Final Amounts, but that the calculations regarding Adjustment Surplus or Adjustment Deficit and the provisions regarding payment of the same shall nonetheless apply.

2.7 Post-Closing Payment.

(a) Within thirty (30) days after the Closing Date, Buyer shall deliver, or cause to be delivered, to Seller a certificate (the “Closing Inventory and Receivables Certificate”) setting forth (i) in reasonable detail Buyer’s calculation of WG Italy’s Qualified Inventory and Current Receivables, in each case as of the Closing (such calculations, the “Closing Inventory Amount” and the “Closing Receivables Amount”), including such schedules and data with respect to the determinations set forth therein as may be reasonably appropriate to support the calculations set forth therein and (ii) the difference, if any, between the amounts of Qualified Inventory and Current Receivables set forth on the Estimated Inventory and Receivables Certificate and the Closing Inventory Amount and the Closing Receivables Amount.

(b) The Closing Inventory and Receivables Certificate (and the computations of the Closing Inventory Amount and Closing Receivables Amount indicated thereon) delivered by the Buyer to Seller shall be deemed to be conclusive and binding upon the parties unless Seller delivers written notice (the “Disputed Inventory and Receivables Notice”) to Buyer within fifteen (15) days after receipt by Seller of the Closing Inventory and Receivables Certificate, stating that Seller objects in good faith to any specific line item in the Closing Inventory and Receivables Certificate, specifying in reasonable detail the basis for such objection; provided, that any item set forth in the Closing Inventory and Receivables Certificate that is not specifically disputed by Seller in the Disputed Inventory and Receivables Notice shall become binding and conclusive on the parties hereto and not subject to further appeal. Seller and Buyer will attempt to resolve and finally determine and agree upon such amounts in good faith as promptly as practicable and, if the parties so resolve all disputes, the Closing Inventory and Receivables Certificate (and the computations of Closing Inventory Amount and Closing Receivables Amount indicated thereon), as amended to the extent necessary to reflect the resolution of the dispute, shall be deemed to be conclusive and binding on the parties.

(c) If Seller and Buyer are unable to reach agreement in resolving the dispute within ten (10) days after delivery of the Disputed Inventory and Receivables Notice, Seller and Buyer shall submit to the Accounting Firm for review and resolution of the items set forth in the Disputed Inventory and Receivables Notice (the “Disputed Inventory and Receivables Items”). If the Accounting Firm is unavailable and Buyer and Seller are unable to agree upon the selection of an alternative accounting firm, then the Accounting Firm will be chosen by the Italian Forum for Arbitration and ADR, with the expenses of the Italian Forum for Arbitration and ADR to be borne one-half (1/2) by Buyer and one-half (1/2) by Seller, and such appointment shall be final, conclusive and binding on the parties. The Accounting Firm shall (i) resolve the Disputed Inventory and Receivables Items (and only the Disputed Inventory and Receivables Items) based on written presentations from Buyer and Seller (it being understood that in making such determination, the Accounting Firm shall be functioning as an expert and not as an arbitrator), (ii) not ascribe a value to any Disputed Inventory and Receivables Items higher or lower, as the case may be, than the highest or lowest value ascribed by Seller or Buyer in the Closing Inventory and Receivables Certificate and Disputed Inventory and Receivables Notice, respectively, and (iii) make a determination of the Post-Closing Consideration using the calculations set forth in the Closing Inventory and Receivables Certificate, as modified only by such items which were adjusted by Seller and Buyer (prior to submission of the Disputed Inventory and Receivables

Items) and the Accounting Firm's resolution of the Disputed Inventory and Receivables Items. Buyer and Seller will direct, and will use reasonable best efforts to cause, the Accounting Firm to complete its determination within ten (10) days after being selected, and such determination will be final, conclusive and binding on the parties. The fees, costs and expenses of the Accounting Firm will be borne by the party whose positions generally did not prevail in such determination, as determined by such accounting firm, or if the Accounting Firm determines that neither party could be fairly found to be the prevailing party, then such fees, costs and expenses will be borne 50% by Seller and 50% by Buyer. The final, binding and conclusive calculations of WG Italy's Qualified Inventory and Current Receivables, in each case, as of the Closing, based either upon agreement or deemed agreement by Buyer and Seller or the written report delivered by the Accounting Firm, in each case, in accordance with this Section 2.7(d), will be the "Final Inventory Amount" or "Final Receivables Amount", as the case may be.

(d) If Seller does not deliver the Disputed Inventory and Receivables Notice to Buyer within fifteen (15) days after receipt by Buyer of the Closing Inventory and Receivables Certificate, the calculations specified in the Closing Inventory and Receivables Certificate will be conclusively presumed to be true, correct and complete in all respects and will be final, conclusive and binding upon the parties.

(e) Subject to Sections 2.6(e) and 11.6, on the dates that are sixty (60), ninety (90) and one hundred twenty (120) days following the Closing (collectively, the "Installment Payment Dates" and each, an "Installment Payment Date"), Buyer shall deliver to Seller one-third (1/3) of the Post-Closing Consideration (each such payment, a "Post-Closing Payment"); provided, however, that to the extent the Final Inventory Amount and the Final Receivables Amount have not been finally determined as of an Installment Payment Date, the Post-Closing Payment for such Installment Payment Date shall be made on the basis of the Estimated Inventory Amount and the Estimated Receivables Amount.

2.8 Withholding. Notwithstanding any other provision in this Agreement, Buyer shall be entitled to withhold and deduct from the consideration otherwise payable pursuant to this Agreement such amounts as Buyer is required to deduct and withhold with respect to the making of such payment under the Code or any provision of state, local or foreign Tax law; provided, that, Buyer shall provide at least five (5) days' advance notice to Seller of any such deduction or withholding. Upon request by Seller, Buyer shall reasonably cooperate with Seller to obtain reduction or relief from such deduction or withholding to the extent permitted under applicable Law. To the extent that amounts are so withheld and paid over to the appropriate Tax authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding were made.

ARTICLE III CLOSING DELIVERIES

3.1 Seller's Closing Deliveries. At the Closing, Seller shall:

(a) deliver copies of the requisite resolutions of Seller authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents, and approving the consummation of the transactions contemplated hereby and thereby (including the distribution of Closing Cash as contemplated by Section 2.4);

(b) deliver a duly executed Internal Revenue Service Form W-9 for Seller;

- (c) deliver a copy of the Sale Order entered by the Bankruptcy Court;
- (d) deliver transfer powers, transferring the Transferred Equity from Seller to Buyer, in form and substance satisfactory to Buyer and, to the extent the Transferred Equity is certificated, the certificate(s) evidencing such Transferred Equity duly endorsed by Seller for transfer;
- (e) deliver those assignment documents transferring the Patents from WG MN to WG Italy, in form and substance satisfactory to Buyer and Seller;
- (f) deliver (i) a license agreement with respect to the Patents, licensing the Patents from WG Italy to WG MN, in form and substance satisfactory to Buyer and Seller and (ii) a license agreement with respect to all other patents held by WG MN which are not included among the Patents licensing such patents from WG MN to WG Italy, in the case of each of (i) and (ii) as are necessary for operation of the Business (or the business of WG MN) in the Ordinary Course, without limitation of territory, geography or magnitude, in form and substance satisfactory to Buyer and Seller;
- (g) deliver a transition services agreement, in a form mutually agreed upon by Seller and Buyer, duly executed by WG MN and WG Italy;
- (h) deliver to Buyer the letters of resignation, effective as of the Closing Date, of all the directors of WG Italy (the “**Resigning Directors**”) whereby all such Resigning Directors shall confirm that (i) they have been fully remunerated in connection with the activities at any title performed for the benefit of WG Italy; and that (b) they waive any current and future claim against WG Italy in such respect;
- (i) transfer to Buyer, in accordance with the Law, the Transferred Equity by means of a notarized endorsement (*girata*), it being understood that the sale and purchase of the Transferred Equity shall remain governed exclusively by the provisions of this Agreement;
- (j) cause a duly empowered director of WG Italy to make all the appropriate recordings in the WG Italy's shareholders' ledger (*libro soci*) evidencing the transfer to Buyer of the Transferred Equity;
- (k) upon receipt of the final amounts due under Section 2.4(e), deliver to Buyer an executed receipt as acknowledgement and full discharge of the payment (*quietanza di pagamento*);
- (l) deliver and execute, or cause to be delivered and executed, such other deed or other instruments as may be necessary or appropriate under applicable Law to vest in the Buyer full and exclusive title to the Transferred Equity, including activities under Article III; and
- (m) deliver the power of attorney and certified translation of this Agreement required under Sections 7.1(h) and (i).

3.2 Buyer's Closing Deliveries. At the Closing, Buyer shall:

- (a) deliver the Estimated Closing Consideration in accordance with Section 2.4(c);
- (b) deliver copies of the requisite resolutions of Buyer approving the transactions

contemplated by this Agreement and, simultaneously with the endorsement (*girata*) of the Transferred Equity, pay to the Seller the amount under Section 2.4(c);

(c) participate in the shareholders' meeting of WG Italy which will be held in plenary form after the transfer of the Transferred Equity in favour of the Buyer, to resolve upon, respectively, (a) the release and discharge of the Resigning Directors from and against any and all liabilities arising from their offices as directors of WG Italy up to the Closing Date, except to the extent arising from wilful misconduct of such Resigning Directors; (b) the appointment, effective at Closing, of the new board of directors;

(d) deliver to each of the Resigning Directors a letter under which the Buyer irrevocably and unconditionally waives and renounces to any action, right and/or claim (of any nature whatsoever and including, without limitation those under articles 2393, 2393-bis and 2395 of the Italian Civil Code) against the Resigning Directors with respect to any activities, acts and omissions carried out/taken by them in their capacity as director of WG Italy in the period starting from the first appointment and until the Closing Date; and

(e) deliver and execute, or cause to be delivered and executed, such other deed or other instruments as may be necessary or appropriate under applicable Law to vest in the Buyer full and exclusive title to the Transferred Equity.

ARTICLE IV REPRESENTATIONS AND WARRANTIES RELATING TO SELLER

As a material inducement to Buyer entering into this Agreement and completing the transactions contemplated by this Agreement and acknowledging that the Buyer is entering into this Agreement in reliance upon the representations and warranties set forth in this Article IV, Seller hereby represents and warrants to the Buyer, that:

4.1 Authorization of Agreement. Subject to the Bankruptcy Court's entry of the Stalking Horse Order and the Sale Order, as the case may be, Seller has all requisite corporate power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement and required to be executed by Seller in connection with the consummation of the transactions contemplated by this Agreement (collectively, the "Seller Documents"), and to consummate the transactions contemplated hereby and thereby, including the sale and transfer of the Transferred Equity to the Buyer. Subject to the Bankruptcy Court's entry of the Stalking Horse Order and the Sale Order, as the case may be, the execution, delivery and performance of this Agreement and each of the Seller Documents, and the consummation of the transactions contemplated hereby and thereby, has been duly authorized and approved by all requisite action on the part of Seller. Subject to the Bankruptcy Court's entry of the Stalking Horse Order and the Sale Order, as the case may be, this Agreement and each of the Seller Documents has been duly and validly executed and delivered by Seller and (assuming due authorization, execution, and delivery by the other parties hereto and thereto) this Agreement and each of the Seller Documents constitute legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and similar Laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith, and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity) (collectively, "Bankruptcy Exceptions").

4.2 Absence of Conflicts; Consents.

(a) Subject to the Bankruptcy Court's entry of the Stalking Horse Order and the Sale Order, as the case may be, and except as set forth in Schedule 4.2(a) and as excused by or unenforceable as a result of the filing of the Chapter 11 Cases, the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby by Seller does not and shall not (with or without notice or lapse of time, or both) contravene, conflict with, result in any violation or breach of or default under, give rise to a right of termination, cancellation, or acceleration of any obligation or the loss of a material benefit under, give rise to any obligation of Seller to make any payment under, or result in the creation of any Liens upon any Transferred Equity under or pursuant to (i) the Organizational Documents of Seller, (ii) any Contract or Permit to which Seller is a party, or by which any of the properties or assets of Seller are bound, (iii) any Order of any Governmental Authority applicable to Seller or by which any of the Transferred Equity are bound or (iv) any applicable Law, except, in each case, as would not, and would not reasonably be expected to, individually or in the aggregate, prevent, delay or otherwise be materially adverse to Seller's ability to consummate the transactions contemplated by this Agreement and to perform its obligations under this Agreement and the Seller Documents.

(b) Except for the Stalking Horse Order and the Sale Order, as the case may be, and as set forth on Schedule 4.2(b), no consent, waiver, approval, Order, Permit or authorization of, or registration, declaration or filing with, or notification to, any Person or Governmental Authority is required by Seller in connection with the execution and delivery of this Agreement and the Seller Documents or the consummation of the transactions contemplated hereby or thereby, except for such consents, waivers, approvals, Orders, Permits, authorizations, registrations, declarations, filings or notifications that, if not obtained, made or given, would not, and would not reasonably be expected to, individually or in the aggregate, prevent, delay or otherwise be materially adverse to Seller's ability to consummate the transactions contemplated by this Agreement and to perform its obligations under this Agreement and the Seller Documents.

4.3 Ownership and Transfer of Transferred Equity. Seller is the record and beneficial owner of all of the Transferred Equity, free and clear of any and all Liens. Subject to the Bankruptcy Court's entry of the Sale Order, Seller has the power, authority and legal capacity to sell, transfer, assign, and deliver the Transferred Equity as provided in this Agreement, and such delivery will convey to the Buyer good and marketable title to the Transferred Equity, free and clear of any and all Liens. Seller is not a party to any voting trust, proxy, or other agreement or understanding between or among any Persons that affects or relates to the voting or giving of written consent with respect to the Transferred Equity. There are no preemptive rights, co-sale rights, rights of first refusal, management equity holder transfer restrictions or similar rights with respect to the Transferred Equity to which Seller may be entitled, or that Seller has granted to any other Person, in relation to the sale and purchase of the Transferred Equity hereunder.

4.4 Litigation. Other than in connection with the Chapter 11 Cases, there are no Proceedings pending or, to the Knowledge of Seller, threatened against Seller that, individually or in the aggregate, would reasonably be expected to have an adverse effect on the ability of Seller to consummate the transactions contemplated by this Agreement or any of the Seller Documents in any material respect.

4.5 Brokerage. Except as set forth in Schedule 4.5, there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any Contract made by or on behalf of Seller, and Buyer will have no Liabilities in respect thereof.

4.6 Patents.

(a) The Patents are subsisting, valid, and enforceable, have not been subject to, and to the Knowledge of Seller, are not subject to, any challenge, interference, opposition or other proceeding challenging the validity, enforceability, registrability, ownership, or use thereof. All right, title and interest in and to all of the Patents are exclusively owned by Seller.

(b) There are no licenses, right of purchase or any other restriction, rights or limitation imposed on the Patents or, to the Knowledge of Seller, any other right by a third party which would limit or restrict the Buyer's right to use, license or control the Patents.

(c) Seller has not received any written notice from any Person alleging that the practicing by Seller and the Companies of the claimed inventions of the Patents infringes, misappropriates or violates, or has infringed, misappropriated or violated, any Intellectual Property rights of any other Person.

4.7 No Other Representations and Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE IV AND IN ARTICLE V (INCLUDING THE RELATED PORTIONS OF THE DISCLOSURE SCHEDULES), BUYER ACKNOWLEDGES AND AGREES THAT THE TRANSFERRED EQUITY IS BEING ACQUIRED BY BUYER "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS" AND ALL OTHER REPRESENTATIONS, WARRANTIES AND STATEMENTS OF ANY KIND OR NATURE EXPRESSED OR IMPLIED, WHETHER IN WRITTEN, ELECTRONIC OR ORAL FORM, AND THAT NEITHER SELLER NOR ANY OTHER PERSON HAS MADE OR MAKES, AND BUYER HAS NOT RELIED ON, IS NOT RELYING ON, AND WILL NOT RELY ON, ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER WRITTEN OR ORAL, ON BEHALF OF SELLER, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION REGARDING THE BUSINESS AND THE PURCHASED ASSETS FURNISHED OR MADE AVAILABLE TO BUYER, INCLUDING ANY INFORMATION, DOCUMENTS, PROJECTIONS, FORWARD-LOOKING STATEMENTS, FORECASTS OR BUSINESS PLANS OR ANY OTHER MATERIAL MADE AVAILABLE IN ANY "DATA ROOM," ANY CONFIDENTIAL INFORMATION MEMORANDA OR ANY MANAGEMENT PRESENTATIONS IN EXPECTATION OF OR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY REPRESENTATION OR WARRANTY ARISING FROM STATUTE OR OTHERWISE IN LAW.

ARTICLE V REPRESENTATIONS AND WARRANTIES RELATING TO WG ITALY

As a material inducement to Buyer entering into this Agreement and completing the transactions contemplated by this Agreement and acknowledging that the Buyer is entering into this Agreement in reliance upon the representations and warranties set forth in this Article V, Seller hereby represents and warrants to the Buyer, that:

5.1 Organization and Good Standing. WG Italy is a Società per Azioni (joint-stock company) duly organized, validly existing and in good standing under the laws of Italy, and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted and as currently proposed to be conducted. WG Italy is duly qualified or licensed to do business, and is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its activities makes such qualification or licensing necessary. No act or proceeding has been taken or authorized by or against WG Italy by any Person in connection with the dissolution, liquidation, winding up, bankruptcy or insolvency of WG Italy or with respect to any merger, consolidation,

arrangement or reorganization of, or relating to, WG Italy and no such proceedings have been threatened by any other Person.

5.2 Authorization of Agreement. WG Italy has all requisite capacity, power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement and required to be executed by WG Italy in connection with the consummation of the transactions contemplated by this Agreement (collectively, the “WG Italy Documents”), and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and each of the WG Italy Documents, and the consummation of the transactions contemplated hereby and thereby, has been duly authorized and approved by all requisite action on the part of WG Italy. This Agreement and each of the WG Italy Documents has been duly and validly executed and delivered by WG Italy and (assuming due authorization, execution, and delivery by the other parties hereto and thereto) this Agreement and each of the WG Italy Documents constitute legal, valid, and binding obligations of WG Italy, enforceable against WG Italy in accordance with their terms, subject to the Bankruptcy Exceptions.

5.3 Absence of Conflicts; Consents.

(a) The execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby by WG Italy does not and shall not (with or without notice or lapse of time, or both) contravene, conflict with, result in any material violation or breach of or default under, give rise to a right of termination, cancellation, or acceleration of any obligation or the loss of a material benefit under, give rise to any obligation of WG Italy to make any payment under, or result in the creation of any Liens upon any of the properties or assets of WG Italy (including any Transferred Equity) under or pursuant to (i) the Organizational Documents of WG Italy, (ii) any material Contract or Permit to which WG Italy is a party, or by which any of the material properties or assets of WG Italy are bound, (iii) any Order of any Governmental Authority applicable to WG Italy or by which any of the properties or assets of WG Italy are bound or (iv) any applicable Law.

(b) No consent, waiver, approval, Order, Permit or authorization of, or registration, declaration or filing with, or notification to, any Person or Governmental Authority is necessary or required to be made or obtained by WG Italy in connection with (i) the execution and delivery of this Agreement and the Seller Documents or the consummation of the transactions contemplated hereby or thereby, or (ii) the continuing validity and effectiveness immediately following the Closing of any Permit or material Contract of WG Italy.

5.4 Capitalization.

(a) The Transferred Equity comprises all of the authorized, issued and outstanding Equity Interests of WG Italy, and Seller is the sole owner, beneficially and of record, of the Transferred Equity. The Transferred Equity is duly authorized for issuance and validly issued in accordance with applicable Law, fully paid and non-assessable and was not issued in violation of any purchase or call option, right of first refusal, subscription right, preemptive right, applicable Law, Contract, the Organizational Documents of WG Italy, or any similar rights. The Transferred Equity represents the only issued and outstanding Equity Interests of WG Italy, are the only securities of WG Italy having the right to vote, and all such Equity Interests have been offered, sold and delivered by WG Italy in compliance with all applicable securities Laws.

(b) There are no existing options, warrants, calls, rights or Contracts in respect of or requiring, and there are no securities of WG Italy outstanding which upon conversion or exchange would require, the issuance, sale or transfer of any additional direct or indirect Equity Interests of WG Italy or other securities convertible into, exchangeable for, or evidencing the right to subscribe for or purchase Equity Interests or other equity, voting or economic interests of WG Italy. There are no obligations, contingent or otherwise, of WG Italy to (i) repurchase, redeem, or otherwise acquire any Transferred Equity, Equity Interests or other equity, voting or economic interests of WG Italy or (ii) provide material funds to, or make any material investment in (in the form of a loan, capital contribution or otherwise) any Person.

(c) There are no voting agreements, registration rights, rights of first refusal, preemptive rights, co-sale rights, information rights, financial statement requirements or other similar rights and obligations in respect of the Transferred Equity. There are no voting trusts, irrevocable proxies, or other Contracts or understandings to which WG Italy or Seller is a party or is bound with respect to the voting or consent of the Transferred Equity. There are no bonds, debentures, notes, or other Indebtedness of WG Italy having the right to vote or consent (or, convertible into, or exchangeable for, securities having the right to vote or consent) on any matters on which equity holders of WG Italy may vote.

(d) No event has occurred and, to the Knowledge of Seller, no circumstance or condition exists that has resulted in, or will or would reasonably be expected to result in, any Liability of WG Italy to any current, former or alleged equity holder of WG Italy in such Person's capacity (or alleged capacity) thereof.

(e) WG Italy has not, and has never had, any Subsidiary and does not own, directly or indirectly, any Equity Interests of any Person.

5.5 Corporate Records.

(a) Seller has made available true, correct and complete copies of the Organizational Documents of WG Italy, including all amendments thereto. All registers, minute books, books of account and other records of WG Italy are maintained in accordance with applicable Law.

5.6 Financial Statements.

(a) Seller has made available true, correct and complete copies of (i) WG Italy's internally prepared balance sheets as of September 30, 2021, September 30, 2022 and September 30, 2023; (ii) WG Italy's internally prepared statements of income for the twelve (12) month periods ended September 30, 2021, September 30, 2022 and September 30, 2023; (iii) WG Italy's internally prepared balance sheet as of October 31, 2023 (the "Interim Balance Sheet"); and (iv) WG Italy's internally prepared statement of income for the one (1)-month period ended as of October 31, 2023 (such statements referred to in subsections (i) through (iv) immediately above, the "Financial Statements"). Each of the Financial Statements is complete and correct in all material respects, has been prepared in accordance with the Applicable Accounting Principles, and fairly presents the financial position and results of operations of WG Italy as of the dates and for the periods indicated therein. The Interim Balance Sheet and statement of income described in clauses (iii) and (iv) of the immediately preceding sentence are referred to herein as the "Interim Financial Statements".

(b) The Financial Statements were derived from the books, records and accounts of WG Italy. The books, records and accounts of WG Italy have been maintained in accordance with

good business practices on a basis consistent with past years and accurately and fairly reflect, in reasonable detail and in all material respects, the transactions in and dispositions of the assets of WG Italy.

(c) There are no accounts payable of WG Italy (i) for purchases in material excess of usual requirements, (ii) that did not arise in the Ordinary Course of Business, or (iii) that are materially past due. All accounts payable of WG Italy are appropriately reserved for and recorded in accordance with the Applicable Accounting Principles reflected in the Financial Statements, and as of the Closing, included in the Estimated Indebtedness as set forth in the Estimated Closing Consideration Certificate.

(d) Seller has made available a complete and accurate list of all Indebtedness of WG Italy and separately indicates all such Indebtedness that is owed by WG Italy to a Related Person of WG Italy or Seller, including, in each case, the outstanding aggregate principal amount, accrued but unpaid interest, prepayment premiums, penalties and similar fees, and outstanding fees and expenses associated therewith. WG Italy is not insolvent.

(e) WG Italy has not made an assignment in favor of its creditors or a proposal in bankruptcy to its creditors or any class thereof or had any petition for a receiving order presented in respect of it. WG Italy has not initiated proceedings with respect to a compromise or arrangement with its creditors or for its winding up, liquidation or dissolution. No receiver has been appointed in respect of WG Italy or any of its property or assets and no execution or distress has been levied upon any of the property or assets of WG Italy. No act or proceeding has been taken or authorized by or against WG Italy with respect to any merger, consolidation, arrangement or reorganization of, or relating to, WG Italy nor have any such proceedings been authorized by any other Person.

(f) All accounts receivable reflected on the Interim Financial Statements represent, and on the Closing Date, the accounts receivables included as Current Receivables in the Closing Inventory and Receivables Certificate on such date shall represent, sales actually made or services actually performed in the Ordinary Course of Business in bona fide transactions, and are not subject to defense or counterclaims other than those arising in the Ordinary Course of Business and for which reserves have been established under GAAP and on a basis consistent with WG Italy's historical methods and practices in setting such reserves.

5.7 No Undisclosed Liabilities. WG Italy does not have any Liability, except as (a) specifically reflected on and fully reserved against in the Interim Balance Sheet; or (b) incurred in the Ordinary Course of Business since January 1, 2023, that is not material, individually or in the aggregate, to WG Italy and does not arise out of any breach, default or violation of Law, Contract or Permit. All reserves established by WG Italy that are set forth in or reflected in the Interim Balance Sheet have been established in accordance with the Applicable Accounting Principles and are adequate.

5.8 Absence of Certain Changes, Events and Conditions. Except as set forth on Schedule 5.8, since January 1, 2023, WG Italy has conducted its business and operations in the Ordinary Course of Business, there has not occurred any Material Adverse Effect, and WG Italy has not:

- (a) amended any of its Organizational Documents;
- (b) split, combined or reclassified any of its Equity Interests;

(c) issued, granted, sold, encumbered or otherwise disposed of any of its Equity Interests; issued, granted, sold or encumbered any security, option, warrant, put, call, subscription or other rights of any kind, fixed or contingent, that directly or indirectly provides for the acquisition, issuance, sale, pledge or other disposition of any of its Equity Interests; or issued, granted, sold or encumbered any equity appreciation right, phantom equity, profit participation or similar right; redeemed or otherwise acquired any of its Equity Interests; or made any other changes in its equity capital structure;

(d) redeemed, purchased or acquired any of its outstanding Equity Interests;

(e) changed any rights, preferences, privileges or restrictions of any of its Equity Interests; accelerated or released any vesting or similar condition to the right to exercise any option, warrant or other right to purchase or otherwise acquire any of its Equity Interests;

(f) made any material change in its businesses or operations, acquired (including by merger or consolidation) any business or entity, or otherwise acquired any material asset;

(g) made any capital expenditures in excess of 75,000 euros (individually or in the aggregate) or entered into any Contract therefor;

(h) made any loan, advance or capital contribution to, or any investment in, any entity, other than trade receivables arising in the Ordinary Course of Business;

(i) made any change in any method of accounting or accounting practice of WG Italy, except as required by GAAP or applicable Law or as disclosed in the notes to the Financial Statements;

(j) made any material change in the manner in which it extends discounts, credits or warranties;

(k) created, incurred, assumed or guaranteed any Indebtedness or any Liability as a guarantor or surety with respect to the obligations of others;

(l) declared or made any distribution, payment of cash or distribution of assets to, or pay, loan or advance any amount to, Seller;

(m) terminated or failed to renew any Contracts for insurance without obtaining comparable replacement coverage;

(n) delayed or accelerated payment of any account payable or other Liability beyond or in advance of its due date or the date when such Liability would have been paid in the Ordinary Course of Business;

(o) canceled any debts owed to or claims held by WG Italy;

(p) accelerated or delayed collection of any notes or accounts receivable in advance of or beyond their regular due dates or the dates when the same would have been collected in the Ordinary Course of Business;

(q) entered into, modified, amended, terminated or granted any consent or waiver under any Material Contract, or any other Contract involving more than 1,000,000 euros, except for the renewal of any such Contract upon its expiration in accordance with its terms;

(r) sold, leased (as lessor), transferred or otherwise disposed of (including any transfers to Seller), or mortgaged or pledged, or imposed or suffered to be imposed any Liens on, any of its Equity Interests or material assets or properties of WG Italy;

(s) increased the compensation of its Business Employees, other than as provided for in any written agreements or annual increases in base compensation in the Ordinary Course of Business;

(t) adopted, amended or modified any Employee Benefit Plan, the effect of which in the aggregate would increase the obligations of WG Italy by more than five percent (5%) of its existing annual obligations to such Employee Benefit Plan;

(u) acquired by merger or consolidation with, or by purchase of a substantial portion of the assets or Equity Interests of, or by any other manner, any business or any Person or any division thereof;

(v) incurred damage, destruction, or casualty loss with respect to any of its material assets or properties;

(w) adopted any plan of merger, consolidation, reorganization, liquidation (partial or complete) or dissolution or filing of a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consented to the filing of any bankruptcy petition against it under any similar Law;

(x) implemented any Business Employee layoffs, plant closings, reductions in force, furloughs, temporary layoffs, salary or wage reductions, work schedule changes or other similar actions;

(y) entered into any settlement, conciliation or similar agreement with any Governmental Authority or any other Person with respect to a pending or threatened Proceedings;

(z) transferred, assigned, abandoned, disposed or granted any license or sublicense of any material rights under or with respect to any Business Intellectual Property;

(aa) obtained Knowledge of any infringement claim relating to the Patents or any facts or circumstances which could result in a claim of infringement regarding the Patents; or

(bb) agreed to do any of the foregoing or any action or omission that would result in any of the actions described in clauses (a) through (aa).

5.9 Compliance with Laws; Proceedings. WG Italy is and has been since January 1, 2020 in compliance, in all material respects, with all applicable Laws. Other than in connection with the Chapter 11 Cases, there are no, and since January 1, 2020, there have been no, Proceedings pending or, to WG Italy's Knowledge, threatened against WG Italy. WG Italy does not have any Proceeding pending against any Person.

5.10 Governmental Licenses and Permits. WG Italy holds all permits, licenses, orders,

approvals, certificates, franchises, consents, waivers, concessions, exemptions, notices, registrations or other authorizations of any Governmental Authority (collectively, the “Permits”) necessary for WG Italy to own, lease and operate its assets and properties and to carry on the Business as currently conducted. Seller has made available complete and accurate copies of all Permits to Buyer. All Permits held by WG Italy: (a) are valid and in full force and effect and WG Italy is not in default under, or in violation of, any such Permit, except for such defaults or violations which would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect and no suspension or cancellation of any such Permit is pending (other than pursuant to its terms) or, to WG Italy’s Knowledge, threatened and (b) subject to entry of the Sale Order, each such Permit may be transferred or reissued to the Buyer in accordance with this Agreement and without the approval of any Person (other than the Bankruptcy Court). There are no, and since January 1, 2020, there have been no, Proceedings pending or, to the Knowledge of WG Italy, threatened, relating to the suspension, revocation, or modification of any Permit held by WG Italy. WG Italy is in compliance with the terms and conditions of such Permits in all material respects. No notice of violation of any such Permit has been received from any Governmental Authority that is unresolved and, to WG Italy’s Knowledge, no loss or expiration of any such Permit is pending or threatened, other than expiration in accordance with the terms thereof.

5.11 Title to and Sufficiency of Assets. WG Italy has good, valid and marketable legal and beneficial title to, or a valid leasehold interest in, all assets and property owned or purported to be owned (or, as applicable, leased or licensed or purported to be leased or licensed) by WG Italy or used in the Business as conducted by WG Italy or to generate revenue for the Business (including those assets and properties reflected in the Interim Balance Sheet), free and clear of all Liens. Such assets and property are sufficient to conduct the Business and operations of WG Italy from and after the Closing without interruption and in the Ordinary Course of Business as conducted prior to the Closing and as proposed to be conducted following the Closing. Other than the Patents, no assets and properties owned or purported to be owned by Seller or any of the Companies are used or held for use in the Business or operations of WG Italy. All machinery, vehicles, equipment and other tangible personal property owned or leased by WG Italy or used in the Business or operations of WG Italy or to generate revenue for the Business is in good condition and repair, normal wear and tear excepted. WG Italy does not have any Contract, absolute or contingent, to sell or otherwise transfer any assets of WG Italy other than in the Ordinary Course of Business.

5.12 Environmental Matters. WG Italy is, and since January 1, 2020, WG Italy and its predecessors have been, in compliance in all material respects with all Environmental and Safety Requirements, which compliance includes the possession by WG Italy of all Permits and other governmental authorizations required under Environmental and Safety Requirements and compliance with the terms and conditions thereof. Since January 1, 2020, neither WG Italy nor, to the Knowledge of Seller, any other Person has produced, sold, used, stored, transported, handled, released, discharged or disposed of any Hazardous Materials at any property owned or operated by WG Italy or property formerly owned or operated by WG Italy in a manner that materially violated, or is likely to result in Liability pursuant to, any applicable Environmental and Safety Requirements. Since January 1, 2020, WG Italy has not disposed of, or arranged for the disposal of, any Hazardous Materials at any property owned by any other Person in a manner that violates, or is likely to result in Liability pursuant to, any Environmental and Safety Requirements. Since January 1, 2020, WG Italy has not received written notice from any Person alleging that any facility owned or operated by WG Italy is in violation of, does not comply with, or is the basis for Liability under, any applicable Environmental and Safety Requirements.

5.13 Banks; Power of Attorney. Seller has made available a true, correct and complete list of the names and locations of all banks in which WG Italy has accounts or safe deposit boxes and the names of all Persons authorized to draw thereon or to have access thereto. Schedule 5.13 sets forth the names of all Persons who hold a power of attorney to act on behalf of WG Italy.

5.14 Related Party Transactions.

(a) None of WG Italy, Seller, any Related Person of Seller or WG Italy, or, to the Knowledge of Seller, any Family Member of any Related Person of Seller or WG Italy: (i) has any interest in any material asset used in, held for use in or otherwise relating to the Business or operations of WG Italy; (ii) is indebted to WG Italy; (iii) is party to, or has any financial interest in, any Contract, transaction or business dealing involving WG Italy; or (iv) has, or has had, any claim or right against WG Italy.

(b) WG Italy has not (and has not been deemed to have for purposes of any Law), in any transaction with any Related Person of Seller or WG Italy or, to the Knowledge of Seller, any Family Member of a Related Person of Seller or WG Italy (i) received services or acquired or retained the use of property for consideration other than the fair market value thereof, (ii) disposed of property or performed services for consideration other than the fair market value thereof, or (iii) received or paid interest or any other amount other than at a fair market value rate from or to any Person with whom it does not deal at arm's length within the meaning of applicable Law.

5.15 Products. Since January 1, 2020, WG Italy has not had any material Liability for non-conformity with any product specifications, contractual commitments, express and implied warranties, or applicable Laws in any material respect of any product designed, manufactured, sold, held in inventory, provided or delivered by WG Italy. WG Italy is or has not been since January 1, 2020, and none of its products are or have been since January 1, 2020, subject to any product recall, withdrawal, seizure, sequestration or quarantine, whether voluntarily or at the discretion or order of any Governmental Authority or otherwise. No Top Customer is entitled to or benefits from any guaranty or warranty obligation (other than implied warranties arising under Law) with respect to any products provided by WG Italy. No Top Customer is entitled to any material credit or right of set-off with respect to any products provided by WG Italy.

5.16 Insurance. WG Italy has insurance policies in full force and effect (a) for such amounts as are sufficient for all requirements of Law and all Contracts to which it is a party or by which it is bound, and (b) in such amounts, with such deductibles and against such risks and Losses, as are reasonable for the business, assets and properties of WG Italy. Seller has made available a list of all insurance policies and all bonds held by or providing coverage to WG Italy, setting forth, in respect of each such policy, the policy name, policy number, carrier, term, type and amount of coverage and annual premium. Except to the extent of any deductible under such insurance policies, WG Italy is not self-insured against any material risk in connection with the businesses or operations of WG Italy. There is no material claim pending under any of such policies or bonds as to which coverage has been questioned, denied or disputed by the underwriters of such policies or bonds. All premiums due and payable under all such policies and bonds have been timely paid, and WG Italy is otherwise in compliance in all material respects with the terms of such policies and bonds. All such policies and bonds remain in full force and effect, and, to the Knowledge of Seller, there is no threatened termination of, or material premium increase with respect to, any of such policies or bonds.

5.17 Brokerage. Except as set forth in Schedule 5.17, there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any Contract made by or on behalf of WG Italy, and Buyer will have no Liabilities in respect thereof.

5.18 Real Property. Schedule 5.18 is a true, correct and complete list of each parcel of Owned Real Property, including the address of such Owned Real Property. With respect to each parcel of Owned

Real Property: (a) WG Italy has good and marketable indefeasible fee simple title to such Owned Real Property, free and clear of all Liens except Permitted Liens; (b) WG Italy has not leased or otherwise granted to any Person the right to use or occupy such Owned Real Property or any portion thereof; (c) there are no outstanding options, rights of first offer or rights of first refusal to purchase such Owned Real Property or any portion thereof or interest therein; and (d) WG Italy has not received any written notice of any, and to WG Italy's Knowledge there is no pending or threatened, condemnation proceeding or other taking proceeding or proceeding to change or redefine the zoning classification of any portion of the Owned Real Property. WG Italy does not lease or sublease any real property. The Owned Real Property comprises all of the real property used by the Business.

5.19 Employees.

(a) Seller has made available a list of all Business Employees by name, position, date of hire, and compensation. Seller has made available lists of all Independent Contractors of the Business by name and the terms on which each Independent Contractor is engaged. To the Knowledge of Seller, each of the Business Employees will continue their respective employment with WG Italy or Buyer following the Closing, and no Business Employee plans to terminate employment with WG Italy.

(b) Except as set forth on Schedule 5.19(b), WG Italy is not party to, bound by or subject to any Labor Agreement, and no Business Employees are represented by any labor organization, employee association, union, or a party to any Labor Agreement. There are no pending or, to the Knowledge of WG Italy, threatened unfair labor practice charges, labor grievances, labor arbitrations, strikes, work stoppages, slowdowns, walkouts, lockouts, picketing or handbilling against or affecting the Business or WG Italy.

(c) To WG Italy's Knowledge, each Independent Contractor has been properly characterized as such.

(d) There are no complaints, charges or claims against WG Italy pending or, to WG Italy's Knowledge, threatened that could be brought or filed, in any court of law or arbitration forum or with any Governmental Authority based on, arising out of, in connection with, or otherwise relating to the employment, termination of employment of, failure to employ, or any other employment action taken in relation to any individual. WG Italy is in material compliance, and has been in material compliance since January 1, 2020, with all Laws relating to the employment of labor (including all such Laws relating to eligibility to legally be employed, wages, hours, break periods, vacation, paid or unpaid leaves of absence, over-time, seating, any similar federal, state or local "mass layoff" or "plant closing" Laws, collective bargaining, discrimination, human rights, privacy, accessibility for persons with disabilities, retaliation, pay equity, employment equity, civil rights, safety and health, workers' compensation, employment insurance, employer health tax, and the collection and payment of withholding and/or social security Taxes and any similar Tax) and, except for immaterial non-compliance, is in compliance, and has been in compliance, with all Contracts with Business Employees, former Business Employees and Independent Contractors.

5.20 Employee Benefit Plans.

(a) With respect to the Employee Benefit Plans, (i) each of the Employee Benefit Plans has been operated and administered in all material respects in accordance with applicable Law and administrative or governmental rules and regulations and with any applicable collective bargaining agreement and all other agreements or instruments applicable to any Employee

Benefit Plan, (ii) there is no Proceeding pending or, to WG Italy's Knowledge, threatened in writing by, on behalf of or against any Employee Benefit Plan or any administrator or fiduciary thereof (other than routine claims for benefits).

(b) All employer and employee contributions to each Employee Benefit Plan required by Law or by the terms of such Employee Benefit Plan have been made, or, if applicable, accrued, in accordance with normal accounting practices. Each Employee Benefit Plan required to be registered has been registered and has been maintained in good standing with applicable regulatory authorities.

(c) WG Italy is in compliance, and since January 1, 2020 has complied, with the requirements and obligations pursuant to Trattamento di Fine Rapporto in all material respects. WG Italy is not the subject of any investigations, reviews, audits or inquiries by a governmental Authority related to non-compliance with Trattamento di Fine Rapporto.

5.21 Anti-Corruption & International Risk.

(a) WG Italy, and, to the Knowledge of Seller, all directors, officers, employees and Affiliates of WG Italy, are in compliance with Anti-Corruption Laws and Global Trade Laws in all material respects. Neither WG Italy, nor, to the Knowledge of Seller, any of WG Italy's directors, officers, employees or Affiliates, is the subject of any investigations, reviews, audits, or inquiries by a Governmental Authority related to Anti-Corruption Laws or Global Trade Laws, and, to the Knowledge of Seller, no investigation, review, audit, or inquiry by any Governmental Authority with respect to Anti-Corruption Laws or Global Trade Laws is pending or threatened.

(b) WG Italy, and, to the Knowledge of Seller, all of WG Italy's directors, officers, employees and Affiliates, are not engaged in, and have not been engaged in, directly or knowingly indirectly, any business or dealings with, or used any corporate funds in violation of Law to contribute to or finance the activities of, any Person in any Restricted Country.

5.22 Intellectual Property.

(a) Schedule 5.22(a) lists all registered, issued, or applied-for Intellectual Property owned by WG Italy (the "Owned Intellectual Property"), specifying, as applicable, the title, owner(s), jurisdiction, and issuance, registration or application numbers and dates. All such owned Intellectual Property is subsisting, valid, and enforceable and no such owned Intellectual Property is subject to, or has been subject to, any challenge, interference, opposition or other proceeding challenging the validity, enforceability, registrability, ownership, or use thereof. All right, title and interest in and to all of the Owned Intellectual Property is exclusively owned by WG Italy.

(b) Schedule 5.22(b) lists all material Contracts pursuant to which Intellectual Property is licensed to WG Italy (the "Licensed Intellectual Property" and, together with the Owned Intellectual Property, the "Business Intellectual Property"), and, to the Knowledge of Seller, WG Italy has a valid and enforceable license to use the Intellectual Property that is subject to such Contract, subject to the Bankruptcy Exceptions.

(c) WG Italy has not received any written notice from any Person alleging that the conduct of the Business infringes, misappropriates or violates, or has infringed, misappropriated or violated, any Intellectual Property rights of any other Person. To the Knowledge of Seller, no Person is currently engaging in any activity that infringes, misappropriates or violates any Owned

Intellectual Property or the Patents.

5.23 Top Suppliers and Top Customers.

(a) Seller has made available a true, correct and complete list of (i) the twenty (20) largest suppliers to WG Italy, taken as a whole (excluding utilities), by the aggregate dollar value of purchases by WG Italy for fiscal years ended September 30, 2021, 2022 and 2023 and during the one (1)-month period ended October 31, 2023 (collectively the “Top Suppliers” and each a “Top Supplier”) and (ii) with respect to each Top Supplier, such aggregate dollar value of purchases during each such period. Since January 1, 2020, no Top Supplier has terminated its relationship with WG Italy or demanded a material increase or change in the pricing or other terms of its relationship with WG Italy. WG Italy is not engaged in any material dispute with any Top Supplier, and, to the Knowledge of Seller, no Top Supplier intends to terminate, limit or reduce its business relations with, WG Italy, or materially increase or change the pricing or other terms of its business with WG Italy. To the Knowledge of Seller, no discussions, correspondence or notices from any Top Supplier would reasonably be construed to indicate that the change in ownership contemplated by this Agreement would cause such Top Supplier to terminate, limit or reduce its business relations with WG Italy, or materially increase or change the pricing or other terms of its business with WG Italy. To the Knowledge of Seller, the consummation of the transactions contemplated by this Agreement would not reasonably be expected to have an adverse effect on the business relationship of WG Italy with a Top Supplier.

(b) Seller has made available a true, correct and complete list of (i) the twenty (20) largest customers (consolidating into a single customer all affiliated customers) of WG Italy by the aggregate dollar value of sales by WG Italy, taken as a whole, for fiscal years ended September 30, 2021, 2022 and 2023 and during the one (1)-month period ended October 31, 2023 (collectively the “Top Customers” and each a “Top Customer”) and (ii) with respect to each Top Customer, such aggregate dollar value of sales during each such period. Since January 1, 2020, no Top Customer has terminated its relationship with WG Italy or demanded a material decrease or change in the pricing or other terms of its relationship with WG Italy. WG Italy is not engaged in any material dispute with any Top Customer, and, to the Knowledge of Seller, no Top Customer intends to terminate, limit or reduce its business relations with, WG Italy, or materially decrease or change the pricing or other terms of its business with WG Italy. To the Knowledge of Seller, no discussions, correspondence or notices from any Top Customer would reasonably be construed to indicate that the change in ownership contemplated by this Agreement would cause such Top Customer to terminate, limit or reduce its business relations with WG Italy, or materially decrease or change the pricing or other terms of its business with WG Italy. To the Knowledge of Seller, the consummation of the transactions contemplated by this Agreement would not reasonably be expected to have an adverse effect on the business relationship of WG Italy with a Top Customer.

5.24 Contracts and Commitments.

(a) Seller has made available a true, correct and complete list all of the following Contracts to which WG Italy is a party, by which WG Italy or any of its assets or properties are bound, or in respect of which WG Italy receives revenue, including, but not limited to, the Patents (such Contracts and any other Contracts required to be so listed, collectively, the “Material Contracts”):

(i) any Contract (A) with any Top Supplier or Top Customer or (B) providing for payments (whether fixed, contingent or otherwise) by or to WG Italy in an aggregate amount of 1,000,000 euros or more;

(ii) any Contract that (A) provides for the creation or development by WG Italy for any other Person, or for WG Italy by any other Person, of any Intellectual Property (including any joint development); (B) provides for the assignment or other transfer to WG Italy from any other Person, or by WG Italy to any other Person, of any ownership interest in Intellectual Property; (C) includes any grant of a license of any Intellectual Property to any other Person by WG Italy other than in the Ordinary Course of Business; or (D) includes any grant of a license of any Intellectual Property to WG Italy by any other Person (other than for commercially available software);

(iii) any Contract relating to a partnership, joint venture, joint marketing, joint development or similar joint arrangement with any Person;

(iv) any employment agreement or other Contract for or relating to WG Italy's employment or engagement of any manager, officer, Business Employee or Independent Contractor, and any other Contract with WG Italy's managers, officers, Business Employees or Independent Contractors, including any Contract requiring WG Italy to make a payment to any manager, officer, Business Employee or Independent Contractor in connection with the transactions contemplated by this Agreement or any Transaction Document;

(v) any Contract that provides for, or relates to, Indebtedness;

(vi) any Contract relating to the sale, issuance, grant, exercise, award, purchase, repurchase or redemption of any Equity Interests, any options, warrants or other rights to purchase or otherwise acquire any Equity Interests, or any equity appreciation rights, phantom equity, profit participation or similar rights;

(vii) any Contract with any labor union, employee association or any collective bargaining agreement or similar Contract with Business Employees;

(viii) any settlement agreement with ongoing obligations entered into since January 1, 2020 (including any agreement under which any employment-related claim is settled);

(ix) any Contract of guarantee, support, indemnification, assumption or endorsement of, or any similar commitment with respect to, the Liabilities or Indebtedness of any other Person;

(x) other than routine employment-related Contracts, any Contract with a Related Person of WG Italy or Seller or, to the Knowledge of Seller, a Family Member of any such Related Person;

(xi) any Contract with ongoing obligations pursuant to which WG Italy has acquired a business or entity, or substantially all of the assets of a business or entity, whether by way of merger, consolidation, purchase of Equity Interests, purchase of assets, license or otherwise, including any related to the Patents;

(xii) any Contract that restricts WG Italy from (A) engaging in any aspect of the Business, (B) participating or competing in any line of business, market or geographic area, (C) freely setting prices for its products (including most favored customer pricing provisions), (D) soliciting potential employees, consultants, contractors, suppliers or

customers or (E) enforcing or using any Intellectual Property owned or purported to be owned by WG Italy, including, but not limited to, the Patents;

(xiii) any Contract under which WG Italy grants any exclusive rights (including any exclusive license of Intellectual Property), rights of first refusal or rights of first negotiation to any Person;

(xiv) any Contract that involves (A) the sharing of profits with other Persons or (B) the payment of royalties to any other Person and

(xv) any Contract with any Governmental Authority, any prime contractor, higher-tier subcontractor or reseller to a Governmental Authority, or university, college or other post-secondary educational institution.

(b) All Material Contracts to which WG Italy is a party, by which WG Italy or any of its assets or properties are bound, or in respect of which WG Italy receives revenue that are required to be disclosed under this Agreement are in written form. True, correct and complete copies of all Material Contracts have been made available to Buyer.

(c) Each of the Material Contracts is in full force and effect. WG Italy is performing in all material respects all of the obligations required to be performed by it and is entitled to all of the material benefits under any Material Contract. There exists no material default or event, occurrence, condition or act with respect to WG Italy or, to the Knowledge of Seller, with respect to any other contracting party, which (with or without notice or lapse of time or both) would reasonably be expected to (i) become a material default under any Material Contract or (ii) give any third party (A) the right to declare a material default, (B) the right to a rebate, chargeback, refund, credit, penalty or change in delivery schedule under any Material Contract, (C) the right to accelerate the maturity or performance of any obligation of WG Italy under any Material Contract, or (D) the right to cancel, terminate or modify in any material respect any Material Contract (it being understood that any modifications to payment terms or the duration of any Material Contract shall be deemed material). WG Italy has not received any written notice or, to WG Italy's Knowledge, other communication regarding any actual or possible violation or breach of or default under, or intention to cancel or modify, any Material Contract.

5.25 Data Privacy.

(a) As it relates to the Business, WG Italy has been at all times since January 1, 2020, and remains, in compliance in all material respects with all applicable: (i) externally published policies relating to such Person's processing of Personal Information; (ii) the terms of any agreements to which WG Italy is bound relating to the processing of Personal Information; and (iii) Privacy Laws.

(b) Since January 1, 2020: (i) there have not been any Security Incidents related to the Business which adversely affected the Business in a material manner, and (ii) there have not been any claims or legal proceedings concerning WG Italy's use and/or processing of Personal Information.

5.26 Inventory.

(a) The Inventory (including raw materials, supplies, work-in-process, finished goods and other materials) (i) are, taken as a whole, in good, merchantable and useable condition, (ii) are reflected in the Financial Statements at the lower of cost or market in accordance with

GAAP, and (iii) in the case of finished goods, are of a quality and quantity historically saleable in the ordinary course of business and, in the case of all other inventories, are of a quality and quantity historically useable in the ordinary course of business. The inventory obsolescence policies of WG Italy are appropriate for the nature of the products sold and the marketing methods used by WG Italy, and the reserve for inventory obsolescence reflected in the Financial Statements fairly reflects the amount of obsolete inventory as of its date in accordance with GAAP.

(b) All Inventory is physically located at WG Italy's facility in Cellatica, Italy or third-party logistics warehouse. All tariffs, import duties and similar Taxes have been paid on all Inventory received from a third party, and no Inventory is currently held in a foreign trade zone of the United States or any equivalent free trade zone established by any other Governmental Authority.

5.27 Taxes.

(a) All material Tax Returns required to be filed by WG Italy or with respect to any business conducted by WG Italy or any asset of WG Italy, have been duly and timely filed with the appropriate Taxing Authority, and all such Tax Returns are true, complete, and correct. All material Taxes required to be paid by WG Italy or with respect to any business conducted by WG Italy or any asset of WG Italy, have been fully and timely paid. With respect to any period for which Tax Returns have not yet been filed or for which Taxes are not yet due or owing by WG Italy or with respect to any business conducted by WG Italy or any asset of WG Italy, WG Italy has sufficient accruals for such Taxes in the Financial Statements and their books and records.

(b) WG Italy has complied in all material respects with all applicable Laws relating to Taxes, including the payment and withholding of Taxes (including in connection with amounts paid, credited or owing, or deemed to be paid or credited, to or on behalf of any present or former Business Employee, Independent Contractor, creditor, equity holder, non-resident, or other Person), and has duly and timely withheld and paid over to the appropriate Taxing Authority all amounts required to be so withheld and paid under all applicable Laws, including the payment of estimated Tax due November 30, 2023. The amount of Tax withheld but not yet remitted by WG Italy has been retained in the appropriate accounts.

(c) All deficiencies asserted or assessments made as a result of any examinations by any Taxing Authority of the Tax Returns of, or including, WG Italy have been fully paid and there are no other audits or investigations by any Taxing Authority in progress, nor has the Seller or WG Italy received any written notice from any Taxing Authority that it intends to conduct such an audit or investigation.

5.28 No Other Representations and Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE IV AND IN THIS ARTICLE V (INCLUDING THE RELATED PORTIONS OF THE DISCLOSURE SCHEDULES), BUYER ACKNOWLEDGES AND AGREES THAT THE TRANSFERRED EQUITY IS BEING ACQUIRED BY BUYER "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS" AND ALL OTHER REPRESENTATIONS, WARRANTIES AND STATEMENTS OF ANY KIND OR NATURE EXPRESSED OR IMPLIED, WHETHER IN WRITTEN, ELECTRONIC OR ORAL FORM, AND THAT NEITHER SELLER NOR ANY OTHER PERSON HAS MADE OR MAKES, AND BUYER HAS NOT RELIED ON, IS NOT RELYING ON, AND WILL NOT RELY ON, ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER WRITTEN OR ORAL, ON BEHALF OF SELLER, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR

COMPLETENESS OF ANY INFORMATION REGARDING THE BUSINESS AND THE PURCHASED ASSETS FURNISHED OR MADE AVAILABLE TO BUYER, INCLUDING ANY INFORMATION, DOCUMENTS, PROJECTIONS, FORWARD-LOOKING STATEMENTS, FORECASTS OR BUSINESS PLANS OR ANY OTHER MATERIAL MADE AVAILABLE IN ANY “DATA ROOM,” ANY CONFIDENTIAL INFORMATION MEMORANDA OR ANY MANAGEMENT PRESENTATIONS IN EXPECTATION OF OR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY REPRESENTATION OR WARRANTY ARISING FROM STATUTE OR OTHERWISE IN LAW.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller that the following statements are true and correct:

6.1 Organization and Corporate Power. Buyer is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of North Carolina.

6.2 Authorization of Agreement. Buyer has all requisite corporate power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement and required to be executed by Buyer in connection with the consummation of the transactions contemplated by this Agreement (collectively, the “Buyer Documents”), and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and each of the Buyer Documents, and the consummation of the transactions contemplated hereby and thereby, has been duly authorized and approved by all requisite action on the part of Buyer. This Agreement and each of the Buyer Documents has been duly and validly executed and delivered by Buyer and (assuming due authorization, execution, and delivery by the other parties hereto and thereto) this Agreement and each of the Buyer Documents constitute legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with their terms, subject to the Bankruptcy Exceptions.

6.3 Absence of Conflicts; Consents.

(a) The execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby by Seller does not and shall not (with or without notice or lapse of time, or both) contravene, conflict with, result in any violation or breach of or default under, give rise to a right of termination, cancellation, or acceleration of any obligation or the loss of a material benefit under, give rise to any obligation of Buyer to make any payment under, or result in the creation of any Liens upon any of the properties or assets of Buyer under or pursuant to (i) the Organizational Documents of Buyer, (ii) any Contract or Permit to which Buyer is a party, or by which any of the properties or assets of Buyer are bound, (iii) any Order of any Governmental Authority applicable to Buyer or by which any of the properties or assets of Buyer are bound or (iv) any applicable Law, except, in each case, as would not, and would not reasonably be expected to, individually or in the aggregate, prevent, delay or otherwise be materially adverse to Buyer’s ability to consummate the transactions contemplated by this Agreement and to perform its obligations under this Agreement and the Buyer Documents.

(b) No consent, waiver, approval, Order, Permit or authorization of, or registration, declaration or filing with, or notification to, any Person or Governmental Authority is required by Buyer in connection with the execution and delivery of this Agreement and the Buyer Documents or the consummation of the transactions contemplated hereby or thereby, except for such consents, waivers, approvals, Orders, Permits, authorizations, registrations, declarations, filings

or notifications that, if not obtained, made or given, would not, and would not reasonably be expected to, individually or in the aggregate, prevent, delay or otherwise be materially adverse to Buyer's ability to consummate the transactions contemplated by this Agreement and to perform its obligations under this Agreement and the Buyer Documents.

6.4 Proceedings. There are no Proceedings pending or, to the knowledge of Buyer, threatened against Buyer or any of its executive officers relating to Buyer that, individually or in the aggregate, would reasonably be expected to have an adverse effect on, or that are reasonably expected to prohibit or restrain, the ability of Buyer to enter into this Agreement and the other Transaction Documents or consummate the transactions contemplated by hereby or thereby. Buyer is not subject to any outstanding order, judgment or decree issued by any Governmental Authority that, individually or in the aggregate, would reasonably be expected to have an adverse effect, or that are reasonably expected to prohibit or restrain, the ability of Buyer to enter into the Transaction Documents or consummate the transactions contemplated thereby.

6.5 Brokerage. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of Buyer for which Seller will have any Liability.

6.6 Sufficiency of Funds. Buyer or its Affiliates have sufficient cash on hand or other sources of immediately available funds to enable Buyer, or an Affiliate of Buyer on behalf of Buyer, to make payment of the Purchase Price and to consummate the transactions contemplated hereby.

6.7 Independent Investigation. Buyer has conducted its own independent investigation, review and analysis of WG Italy and the Transferred Equity, which investigation, review and analysis was done by Buyer and its Affiliates and representatives. In entering into this Agreement, Buyer acknowledges that it has relied solely upon the aforementioned investigation, review and analysis, the representations and warranties of Seller set forth in Articles IV and V hereof and the schedules associated therewith and not on any factual representations or opinions of Seller, the Companies or WG Italy, or its or their representatives. Buyer hereby agrees and acknowledges that (a) except as expressed in the representations and warranties made by Seller herein, as qualified by the Schedules, Buyer is purchasing the Transferred Equity on an "AS IS" and "WHERE IS" and "WITH ALL FAULTS" basis based on Buyer's own investigation of the Transferred Equity, (b) other than the representations and warranties made in Articles IV and V, as qualified by the Schedules, none of Seller, the Companies, their Affiliates or any of their officers, managers, members, directors, employees or representatives make or have made any representation or warranty, express or implied, at law or in equity, with respect to the Transferred Equity including as to (i) merchantability or fitness for any particular use or purpose, (ii) the operation of the Business after the Closing or (iii) the probable success or profitability of the Business and (c) except as set forth in this Agreement, none of the Companies, their Affiliates, or any of their officers, managers, members, directors, employees or representatives will have or be subject to any Liability or indemnification obligation to Buyer or to any other Person resulting from the distribution to Buyer, its Affiliates or representatives of, or Buyer's use of, any information relating to the Business, any information, documents, projections, forward-looking statements, forecasts or business plans or any other material made available in any "data room," any confidential information memoranda or any management presentations in expectation of or in connection with the transactions contemplated by this Agreement. Buyer further acknowledges that the consideration for the Transferred Equity specified in this Agreement has been agreed upon by the Companies and Buyer after good faith arms-length negotiation.

ARTICLE VII CLOSING CONDITIONS

7.1 Conditions to Obligations of Buyer. The obligation of Buyer to consummate the

transactions contemplated by this Agreement is subject to Buyer becoming the Successful Bidder (whether as a result of Seller receiving no Qualified Bid or Qualified Bids other than the bid set forth in this Agreement, or following the conclusion of the Auction, or thereafter as a result of the Successful Bidder failing to close) and to the satisfaction, on or before the Closing Date, of each of the following conditions (any of which may be waived by Buyer, in whole or in part, in its sole and absolute discretion to the extent permitted by applicable Law):

(a) Representations and Warranties and Covenants.

(i) Each Fundamental Representation shall be true and correct as of the Effective Date and as of the Closing Date (other than in the case of Fundamental Representations that are made as of a specified date, which Fundamental Representations shall be true and correct as of such specified date), without giving effect to materiality, Material Adverse Effect or similar qualification set forth therein.

(ii) Each of the representations and warranties of Seller contained in Article IV and Article V (other than the Fundamental Representations) shall be true and correct as of the Effective Date and as of the Closing Date as though made on and as of the Closing Date (other than in the case of representations and warranties that are made as of a specified date, which representations and warranties shall be true and correct as of such specified date) (without giving effect to materiality, Material Adverse Effect or similar qualification set forth therein) except where the failure of such representations and warranties to be so true and correct, individually or in the aggregate, has not had a Material Adverse Effect; and

(iii) Seller shall have duly performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by Seller on or prior to the Closing Date.

(b) No Injunctions or Restraints. No temporary restraining order, preliminary or permanent injunction or other judgment, order or decree issued by any Governmental Authority or under any Law (collectively, "Restraints") shall be in effect, threatened in writing or pending restraining or preventing the consummation of the transactions contemplated by this Agreement or the other Transaction Documents; provided, that Buyer shall not have initiated such Restraint or taken any action in support of such Restraint.

(c) Sale Order. The Sale Order must be a Final Order and must be in form and content satisfactory to Buyer, and the Sellers shall have delivered to Buyer a certified copy of the Sale Order.

(d) Approvals. Any required approvals or applicable waivers from, or notice to be made to, any Governmental Authority shall have been obtained and made, including, but not limited to [Certificate of Usage] to be issue by the applicable Italian Governmental Authority.

(e) No Material Adverse Effect. Since the Effective Date, no Material Adverse Effect shall have occurred.

(f) Waiver of Claims. Each of the officers and directors of WG Italy shall sign and Seller shall deliver to Buyer a certification confirming and waiving any claim of liability by said officer or director against WG Italy for any actions or inactions prior to the Closing Date, including, but not limited to any claims of unpaid compensation.

(g) Closing Certificate. Seller shall have delivered to Buyer a certificate signed by an officer of Seller, dated as of the Closing Date, stating that the conditions set forth in Sections 7.1(a)(i), 7.1(a)(ii), 7.1(a)(iii) and 7.1(e) have been satisfied.

(h) Power of Attorney. A duly executed power of attorney authorizing an officer of Seller to execute all Transaction Documents on behalf of Seller in form and substance reasonably satisfactory to Buyer.

(i) Certified Translation. A certified translation of this Agreement and any other Transaction Documents from English to Italian.

(j) Balance Sheet Evidence. Seller shall have delivered, or cause to be delivered, evidence, satisfactory to Buyer, of there being no outstanding balances on the balance sheet of WG Italy, substantially similar to the balance sheet attached hereto as Schedule 3.1, for the following categories: “Cash and Cash Equivalents”, “Other Current Assets”, “Income Tax Receivable”, “Trade Accounts Payable”, “Employee Compensation and Related Liabilities”, “Other Accrued Liabilities”, “Accrued Income Taxes” and “Deferred Income Taxes”.

(k) Closing Deliverables. Seller shall have delivered, or cause to be delivered, all documents required to be delivered by it pursuant to Section 3.1.

7.2 Conditions to Obligations of Seller. The obligation of Seller to perform any obligations hereunder, including to consummate the transactions contemplated by this Agreement, is subject to 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, on or before the Closing Date, of each of the following conditions (any of which may be waived by Seller, in whole or in part, in its sole and absolute discretion to the extent permitted by applicable Law):

(a) Representations and Warranties and Covenants.

(i) Each of the representations and warranties of Buyer contained in Article VI shall be true and correct as of the Effective Date and as of the Closing Date as though made on and as of the Closing Date (without giving effect to materiality, material adverse effect or similar qualification) except where the failure of such representations and warranties to be so true and correct, individually or in the aggregate, has not had a material adverse effect on the ability of Buyer to consummate the transactions contemplated hereby, except that the accuracy of representations and warranties that, by their terms, expressly speak as of a specific date other than the Effective Date will be determined as of such date; and

(ii) Buyer shall have duly performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by Buyer on or prior to the Closing Date.

(b) No Injunctions or Restraints. No Restraints shall be in effect, threatened in writing or pending restraining or preventing the consummation of the transactions contemplated by this Agreement or the other Transaction Documents; provided, that Seller shall not have initiated such Restraint or taken any action in support of such Restraint.

(c) Sale Order. The Sale Order must be a Final Order and must be in form and content satisfactory to Seller.

(d) Approvals. Any required approvals or applicable waivers from, or notice to be made to, any Governmental Authority shall have been obtained and made.

(e) Closing Certificate. Seller shall have delivered to Buyer a certificate signed by an officer of Seller, dated as of the Closing Date, stating that the conditions set forth in Sections 7.2(a)(i) and 7.2(a)(ii) have been satisfied.

(f) Closing Deliverables. Buyer shall have delivered all documents required to be delivered by Buyer pursuant to Section 3.2.

7.3 Frustrations of Closing Conditions. Neither Buyer nor Seller may rely, either as a basis for not consummating the transactions contemplated by this Agreement or terminating this Agreement and abandoning the transactions contemplated hereby, on the failure of any condition 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 act in good faith, comply with any provisions of this Agreement or use its commercially reasonable efforts to cause the Closing to occur, as required by Section 10.10.

ARTICLE VIII TAX MATTERS

8.1 Transfer Taxes. Buyer shall be responsible for paying any and all transfer, documentary, sales, use, stamp and registration Taxes incurred in connection with this Agreement, and Buyer shall file all necessary Tax Returns and other documentation (subject to Seller's prior review and approval) with respect to all such transfer, documentary, sales, use, stamp and registration Taxes, and if required by applicable law, Seller shall, and shall cause its Affiliates to, join in the execution of any such Tax Returns and other documentation.

8.2 Tax Returns.

(a) Buyer shall prepare or cause to be prepared and timely file or cause to be timely filed all Tax Returns of WG Italy for all taxable periods ending on or prior to the Closing Date and which are due after the Closing Date (each, a "Seller Return"). Each Seller Return shall be prepared in accordance with all applicable Law and in a manner consistent with past practices of WG Italy unless otherwise required by applicable Law. No later than thirty (30) days prior to the date (including extensions) for filing any Seller Return, Buyer shall deliver a draft copy of the Seller Return to Seller for Seller's review and approval. If Seller disagrees with any provision of a draft Seller Return, it shall notify Buyer within fifteen (15) days of Seller's receipt of the draft Seller Return, and Seller and Buyer shall promptly work in good faith to resolve any disagreement.

(b) Buyer shall, at its expense, prepare or cause to be prepared and timely file or cause to be timely filed (i) all Tax Returns of the WG Italy for all taxable periods ending after the Closing Date and which are due after the Closing Date (other than any Seller Return), and (ii) all Tax Returns of WG Italy for all taxable periods which include, but do not end on, the Closing Date (any such taxable period, a "Straddle Period") that are filed after the Closing Date (each a "Buyer Return"). The Buyer Return for the Straddle Period shall be prepared in a manner consistent with past practices of WG Italy as represented to Buyer by Seller unless otherwise required by applicable Law. No later than thirty (30) days prior to the date (including extensions) for filing any Buyer Return, Buyer shall deliver a draft copy of the Buyer Return to Seller for Seller's review and approval. If Seller disagrees with any provision of such draft Buyer Return, it shall notify Buyer within fifteen (15) days of Seller's receipt of the draft Buyer Return, and Seller and Buyer shall promptly work in good faith to resolve any disagreement.

(c) If Seller and Buyer are unable to resolve any disagreement with respect to a Seller Return or a Buyer Return covering the Straddle Period, then Buyer and Seller shall engage the Accounting Firm to resolve any such disagreement in accordance with the provisions of Section 2.6 and this Section 8.2 *mutatis mutandis* (including with respect to the sharing of fees and expenses). If the Accounting Firm has not yet resolved any dispute prior to the deadline for filing such Seller Return or Buyer Return (including any applicable extensions), such Seller Return or Buyer Return shall be timely filed as originally prepared (with any agreed-upon adjustments), and be promptly amended in accordance with the Accounting Firm's resolution of each such remaining disputed issue. The Accounting Firm's resolution of any disputed issue with respect to any Seller Return or Straddle Period Buyer Return shall be final and binding on the parties except in the case of a subsequent adjustment by a Governmental Authority.

(d) Straddle Period Allocation. In the case of any Straddle Period, (a) real and personal property *ad valorem* Taxes, and other similar Taxes imposed on a periodic basis that, in each case, are not measured by or based on income, gross receipts, or payroll or other expenditures, shall be apportioned between the portion of such Straddle Period ending on the Closing Date and the portion of such Straddle Period beginning after the Closing Date on a daily pro-rata basis and (b) all other Taxes shall be apportioned between the portion of such Straddle Period ending on the Closing Date and the portion of such Straddle Period beginning after the Closing Date on a closing of the books basis as of the end of the Closing Date; provided, however, that exemptions, allowances, deductions or Taxes that are calculated on an annual basis, such as property Taxes and depreciation deductions, shall be apportioned between such two (2) taxable periods on a daily basis.

8.3 Cooperation on Tax Matters. Buyer and Seller shall cooperate fully, as and to the extent reasonably requested by any Party, in connection with the filing of Tax Returns for the Business and any Proceeding with respect to Taxes for the Business. Such cooperation shall include the retention and (upon any Party's request) the provision of records and information which are reasonably relevant to any such Proceeding and Buyer making relevant employees reasonably available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Unless otherwise authorized by the Bankruptcy Court, Seller agrees to deliver to Buyer a copy of but also to retain all books and records with respect to Tax matters and pertinent to the Business relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (and, to the extent notified by Buyer, any extensions thereof) for the respective taxable periods, and to abide by all record retention agreements entered into with any taxing authority.

8.4 Tax Controversies. Buyer shall give prompt notice to Seller of the assertion of any claim, or the commencement of any Proceeding with respect to any Tax liability relating to a Pre-Closing Tax Period and shall give Seller such information with respect thereto as Seller may reasonably request. Seller may, at its own expense, participate in the defense of any such Proceeding. All Parties shall cooperate in the defense or prosecution of any Proceeding with respect to any Tax liability relating to a Pre-Closing Tax Period.

8.5 Bulk Transfers. The Parties intend that pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Transferred Equity shall be free and clear of any Liens, including any liens or claims arising out of the bulk transfer laws if applicable, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with the "bulk sales," "bulk transfers" or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the transactions contemplated by this Agreement.

ARTICLE IX TERMINATION

9.1 Termination of Agreement.

(a) This Agreement may be terminated as follows:

(i) by mutual written consent of Buyer and Seller at any time prior to the Closing Date;

(ii) by the written notice of Buyer or Seller to the other if the Closing shall not have occurred on or prior to January 31, 2024 (the “Outside Date”); provided, that such date may be extended by the mutual written consent of Buyer and Seller for a period of up to thirty (30) days to the extent that all conditions to Closing set forth in this Agreement are capable of being satisfied as of such time; and provided, further, that the right to terminate this Agreement under this Section 9.1(a)(ii) shall not be available to any Party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date;

(iii) by the written notice of Seller to Buyer (provided that Seller is not then in material breach of any representation, warranty, covenant or other agreement contained herein) if Buyer shall have breached or failed to perform in any material respect its covenants or other agreements contained herein or if any representation or warranty of any Buyer contained herein shall be or shall have become inaccurate in any material respect, which breach, failure to perform or inaccuracy would (if it occurred or was continuing as of the Closing Date) result in a failure of the conditions set forth in Sections 7.1 or 7.2 to be satisfied, provided, that if such breach, failure to perform or inaccuracy may be cured by Buyer through the use of its reasonable best efforts, Buyer shall have ten (10) days after receipt of such notice to cure such breach and Seller may not terminate this Agreement under this Section 9.1(a)(iii) during such period (no such cure period shall be available or applicable to any such breach, failure to perform or inaccuracy which by its nature cannot be cured prior to the Outside Date);

(iv) by the written notice of Buyer to Seller if Seller has breached or failed to perform in any material respect its covenants or other agreements contained herein or if any representation or warranty of Seller contained herein shall be or shall have become inaccurate in any material respect, which breach, failure to perform or inaccuracy would (if it occurred or was continuing as of the Closing Date) result in a failure of the conditions set forth in Sections 7.1 or 7.2 to be satisfied, provided, that if such breach, failure to perform or inaccuracy may be cured by Seller through the use of their reasonable best efforts, Seller shall have ten (10) days after receipt of such notice to cure such breach and Buyer may not terminate this Agreement under this Section 9.1(a)(iv) during such period (no such cure period shall be available or applicable to any such breach, failure to perform or inaccuracy which by its nature cannot be cured prior to the Outside Date);

(v) by Buyer if: (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 by the Bankruptcy Court;

(vi) automatically, upon closing of an Alternative Transaction, if Seller enter into a definitive agreement with respect to an Alternative Transaction and the Bankruptcy Court enters an Order approving an Alternative Transaction and such Alternative Transaction closes;

(vii) by the written notice of Buyer or the Seller to the other if there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or if any non-appealable Restraint restraining or enjoining Buyer or the Seller from consummating the transactions contemplated by this Agreement is entered; provided, that the right to terminate this Agreement under this Section 9.1(a)(vii) shall not be available to a Party that initiated such Restraint or took action in support of such Restraint;

(viii) by written notice from Buyer to Seller, if the Companies announce any stand-alone plan of reorganization or liquidation (or support any such plan filed by any other party) that does not contemplate the transactions set forth herein;

(ix) by written notice from Buyer to the Company, if Buyer is not the Successful Bidder or the Backup Bidder at the Auction; and

(x) by written notice from Buyer to the Seller if the Stalking Horse Order is not entered prior to December 13, 2023.

(b) This Agreement shall terminate automatically in the event that: (i) Buyer is not chosen at the Auction to be the Successful Bidder or Backup Bidder; or (ii) Buyer is chosen at the Auction to be the Backup Bidder and the Backup Bid Expiration Date has expired.

9.2 Effect of Termination.

(a) If this Agreement is terminated pursuant to Section 9.1, 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 10.1 (Publicity), Section 10.8 (Backup Bidder), Article XI (Miscellaneous) and this Section 9.2 shall remain in full force and survive any termination of this Agreement. Notwithstanding the foregoing, but except as contemplated in Section 9.2(b), 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.

(b) Following entry by the Bankruptcy Court of an order authorizing the sale to Buyer as the Successful Bidder, the Deposit shall be forfeited to Seller as liquidated damages if Buyer fails to consummate the sale as the result of a breach by Buyer of any of its obligations under this Agreement.

(c) Subject to Section 9.2(b), Seller shall return the Deposit to Buyer within five (5) Business Days (i) following entry by the Bankruptcy Court of an order authorizing the sale of the Purchased Assets to a Person other than Buyer who submitted a Qualified Bid, unless Buyer shall have been designated as the Backup Bidder, in which case Section 9.2(d) shall apply; or (ii) following termination by Buyer under Section 9.1.

(d) Subject to Section 9.2(b), in the event Buyer shall have been chosen as the Backup Bidder, Buyer's Deposit shall be returned to Buyer within five (5) Business Days following the date its bid is no longer required to be open and irrevocable as set forth in Section 10.8. If Buyer is subsequently designated by Seller as the Successful Bidder as a result of the failure of the Successful Bidder to close on the sale within the time period set forth in Section 10.6(a), Buyer shall be deemed to be the Successful Bidder and Seller and Buyer shall close the sale of the Purchased Assets within ten (10) Business Days of Buyer becoming the Successful Bidder. Subject to Section 9.2(b), the Deposit shall be held in escrow until such closing and applied to its obligations at the Closing in accordance with Section 2.5 and Section 3.2(a).

(e) Notwithstanding Section 9.2, (i) if this Agreement is terminated in accordance with this Agreement other than pursuant to Section 9.1(a)(i), Section 9.1(a)(ii) (solely with respect to Buyer's timely failure to close), Section 9.1(a)(iii), Section 9.1(a)(v), Section 9.1(a)(vii) or Section 9.1(x), and (ii) at the time of such termination, Buyer is not then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement that would result in a failure of a condition set forth in Section 7.1(a) or 7.1(b), then Seller will pay the Expense Reimbursement Amount to Buyer by wire transfer of immediately available funds, without further order of the Bankruptcy Court, within three (3) Business Days following such termination of this Agreement.

(f) Notwithstanding Section 9.2(a), (i) if this Agreement is terminated pursuant to Section 9.1(a)(ii) (solely for Seller's timely failure to close), Section 9.1(a)(iv), Section 9.1(a)(vi), Section 9.1(a)(viii) or Section 9.1(a)(ix) and (ii) at the time of such termination, Buyer is not then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement that would result in a failure of a condition set forth in Section 7.1(a) or 7.1(b), then Seller will pay the Break-Up Fee to Buyer by wire transfer of immediately available funds, without further order of the Bankruptcy Court, within three (3) Business Days following such termination of this Agreement.

(g) Notwithstanding Section 9.2(a), the Parties agree that Buyer's right to the Break-Up Fee and the Expense Reimbursement Amount as set forth herein is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate Buyer for its efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision as of the date hereof. The Parties agree that if this Agreement is terminated in circumstances under which the Expense Reimbursement Amount and/or Break-Up Fee is payable, Buyer's receipt of the Expense Reimbursement Amount and/or the Break-Up Fee in accordance with this Agreement shall be the sole and exclusive remedy of Buyer against Sellers and any of their respective Affiliates for any Liability, damage or other loss suffered as a result of any breach of any representation, warranty, covenant or agreement in this Agreement or the failure of the transactions contemplated hereby to be consummated, and upon payment of such amounts, none of Sellers nor any of their respective Affiliates shall have any further monetary Liability relating to or arising out of this Agreement or the transactions contemplated by this Agreement.

(h) The obligation of Sellers to pay the Expense Reimbursement Amount and the Break-Up Fee is subject to approval by the Bankruptcy Court as part of the Stalking Horse Order and shall survive the termination of this Agreement.

(i) The Seller and Buyer acknowledge and agree that the agreements contained in Sections 9.2(d)-(h) are an integral part of the transactions contemplated by this Agreement, and

that, without these agreements, neither Buyer nor the Seller would enter into this Agreement.

ARTICLE X COVENANTS

10.1 Conduct of the Business. From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), Seller shall, and shall cause WG Italy to: (a) conduct the Business in the Ordinary Course of Business; and (b) maintain and preserve intact the current organization, operation, business and franchise of WG Italy and to preserve the rights, franchises, goodwill and relationships of its Business Employees, customers, lenders, suppliers, regulators and others having business relationships with WG Italy. From the date hereof until the Closing Date, except as required by applicable Law or as consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), Seller shall not cause or permit WG Italy to take any action that would cause any of the changes, events or conditions described in Section 5.8 to occur. Seller agrees, during the period from the date of this Agreement until the earlier of the Closing or the termination of this Agreement not to, directly or indirectly, sell, assign or otherwise dispose of, or encumber, any of the Transferred Equity. Subject to Section 8.2, Seller shall be permitted to cause WG Italy to distribute to Seller, by distribution or otherwise, all cash and cash equivalents of WG Italy immediately prior to or at the Closing.

10.2 Notices to Governmental Authorities. Prior to, at or after the Closing Date, in each case as required by or as determined to be advisable pursuant to applicable Law, Seller shall, and shall cause WG Italy to, cooperate with Buyer in completing and delivering to the applicable parties (including any pertinent Governmental Authorities), such change notices, certifications or other documentation related to the change of control contemplated hereby, as may be required pursuant to applicable Law or under the terms of any Contract, including under any employee benefit plan maintained by WG Italy or in which the Business Employees participate prior to Closing.

10.3 Press Releases and Announcements. Neither Seller nor Buyer shall issue any press releases or public statements related to this Agreement and the transactions contemplated herein without the other Party's prior written consent, which consent will not be unreasonably conditioned, withheld or delayed, unless, in the reasonable judgment of Buyer or the Companies, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement; provided that the Party intending to make such release shall use its reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other Party with respect to the text thereof; provided further that the restrictions set forth herein shall not apply to the extent the information contained therein substantially reiterates (or is substantially consistent with) previous releases, public disclosures or public statements made in compliance with this Section 10.3.

10.4 Confidentiality. Except to the extent reasonably necessary to obtain Bankruptcy Court approval of the transactions contemplated hereby, in which case, the Parties shall allow Buyer, on the one hand, or Seller, on the other hand, reasonable time to comment on the scope of such disclosure in advance of such disclosure, Seller and Buyer shall treat all nonpublic information provided or obtained in connection with this Agreement (including in connection with the access provisions of Section 10.5) and the transactions contemplated hereby as confidential in accordance with the terms of the Nondisclosure Agreement. The terms of the Nondisclosure Agreement are hereby incorporated by reference and shall continue in full force and effect until the Closing, at which time such Nondisclosure Agreement shall terminate. In the event of a conflict or inconsistency between the terms of this Agreement and the Nondisclosure Agreement, the terms of this Agreement will govern. If this Agreement is, for any reason, terminated prior to the Closing, the Nondisclosure Agreement shall continue in full force and effect in

accordance with its terms.

10.5 Access to Information. From the date hereof until the Closing, Seller shall, and shall cause WG Italy, to: (a) afford Buyer and its representatives reasonable access to and the right to inspect all of the real property, properties, assets, premises, books and records, Contracts and other documents and data related to WG Italy and reasonable access to Business Employees; (b) furnish Buyer and its representatives with such financial, business, operating and other data and information related to WG Italy as Buyer or any of its representatives may reasonably request, including all such information as shall be necessary to enable Buyer or its representatives to verify the accuracy of the representations and warranties contained in this Agreement, to verify that the covenants of Seller contained in this Agreement have been complied with and to determine whether the conditions set forth in Article VII have been satisfied; and (c) cause the representatives of WG Italy to cooperate with Buyer in its investigation of WG Italy; provided, however, that any such investigation shall be conducted during normal business hours upon reasonable advance notice to Seller, under the supervision of WG Italy's personnel and in such a manner as not to interfere with the normal operations of WG Italy. Upon reasonable request of Buyer, Seller shall cooperate with and cause representatives of WG Italy to attend meetings of representatives of Buyer with customers, vendors and other business partners of WG Italy. All requests by Buyer for access pursuant to this Section 10.5 shall be submitted or directed exclusively to Seller, or such other individuals as Seller may designate in writing from time to time. From the date hereof until the Closing, without the prior written consent of Seller (such consent not to be unreasonably withheld, delayed or conditioned), Buyer shall not contact any suppliers to, or customers of, WG Italy and Buyer shall have no right to perform invasive or subsurface investigations of the Owned Real Property. Buyer shall, and shall cause its representatives to, abide by the terms of the Nondisclosure Agreement with respect to any access or information provided pursuant to this Section 10.5.

10.6 Bankruptcy Court Matters.

(a) As promptly as practicable after the execution of this Agreement, Sellers will file with the Bankruptcy Court a motion (the "Stalking Horse Motion") seeking entry of an Order acceptable to Buyer authorizing, among other things, the observance and performance of the terms of Sections 9.2(e) through (i) by the Companies and Buyer and deeming the Buyer as the "highest and best offer" for the Transferred Equity and approval of the Break-Up Fee (the "Stalking Horse Order").

(b) From the date hereof until the earlier of (i) the termination of this Agreement in accordance with Article IX and (ii) the Closing Date, the Companies shall use reasonable best efforts to obtain entry by the Bankruptcy Court of the Stalking Horse Order, obtain entry of the Sale Order and consummate the transactions contemplated hereby.

(c) The Companies shall use commercially reasonable efforts to cause the Bankruptcy Court to enter the Sale Order by no later than 11:59 p.m. prevailing Eastern Time on December 29, 2023.

(d) The Companies and Buyer will promptly take such actions as are reasonably requested by Buyer to assist in obtaining entry of the Sale Order and any other Order reasonably necessary in connection with the transactions contemplated by this Agreement as promptly as practicable, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court and making such employees and representatives of Seller, Buyer, and their Affiliates available to testify before the Bankruptcy Court for purposes, among others, of providing necessary assurances of performance by Buyer of its obligations under this Agreement and all other agreements, instruments, certificates and other documents to be entered into or

delivered in connection with the transactions contemplated by this Agreement and demonstrating that Buyer is a good faith buyer under Section 363(m) of the Bankruptcy Code.

(e) Each of the Companies and Buyer shall (i) appear formally or informally in the Bankruptcy Court if reasonably requested by the other Party or required by the Bankruptcy Court in connection with the transactions contemplated by this Agreement and (ii) keep the other reasonably apprised of the status of material matters related to this Agreement, including, upon reasonable request promptly furnishing the other with copies of notices or other communications received by any Company from the Bankruptcy Court or any third party and/or any Governmental Body with respect to the transactions contemplated by this Agreement.

(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, the Stalking Horse Order or the Sale Order, the Companies will promptly notify Buyer of such appeal, petition, motion or stay request and the Companies, with input from Buyer, will take all reasonable steps to defend against such appeal, petition, motion or stay request. Notwithstanding the foregoing, 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 if Buyer, in its sole discretion, waives in writing the condition set forth in Section 7.2(c)

(g) The Companies and Buyer shall comply with all of their respective obligations under the Bidding Procedures Order, the Stalking Horse Order (after the entry of such order by the Bankruptcy Court) and the Sale Order (after the entry of such order by the Bankruptcy Court).

(h) The Companies shall comply (or obtain an order waiving compliance) with all requirements under the Bankruptcy Code and Bankruptcy Rules in connection with obtaining approval of the transactions contemplated by this Agreement. The Companies shall serve on all required Persons, including: (i) all Persons who are known to possess or assert a Claim or Lien against or interest in the Purchased Assets; (ii) all applicable Governmental Authorities; (iii) all other Persons required by any order of the Bankruptcy Court, the Bankruptcy Code or the Bankruptcy Rules; and (iv) using commercially reasonable efforts to serve any other Persons that Buyer reasonably may request, any notice of the motions, hearings, or orders necessary to comply with its obligations under this Section 10.6 and to consummate the transactions contemplated hereby.

10.7 Bankruptcy Court Approval. Buyer and the Companies acknowledge that, under the Bankruptcy Code, the sale of Purchased Assets are subject to approval of the Bankruptcy Court. Buyer and the Companies acknowledge that to obtain such approval, the Companies must demonstrate that they have taken reasonable steps to obtain the highest or best value possible for the Purchased 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 Purchased Assets to prospective bidders, entertaining higher or better offers from Qualified Bidders and, if necessary, conducting an Auction and selling the Purchased Assets to another Qualified Bidder.

10.8 Backup Bidder. If an Auction is conducted, and Buyer is not the Successful Bidder at the conclusion of such Auction but is the next highest bidder at the Auction, Buyer shall be required to serve as the Backup Bidder and keep Buyer's bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be revised in the Auction) open and irrevocable until this Agreement is otherwise terminated. If the Successful Bidder fails to consummate the applicable Alternative Transaction as a result of a breach or failure to perform on the

part of such Successful Bidder, then the Backup Bidder will be deemed to have the new prevailing bid, and the Companies may consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may have been improved upon in the Auction). Buyer acknowledges that time is of the essence in achieving Closing and shall undertake all commercially reasonable efforts to reach Closing in a timely manner.

10.9 Preservation of Records; Post-Closing Access and Cooperation. For a period of seven (7) years from the Closing Date (or longer if required by applicable Law), Buyer shall (a) retain the books and records (including personnel files) of WG Italy relating to periods prior to the Closing in a manner reasonably consistent with the prior practices of WG Italy; and (b) upon reasonable prior written notice, afford Seller reasonable access (including the right to make, at Seller's expense, photocopies), during normal business hours, to the books and records of WG Italy with respect to the periods or occurrences prior to or on the Closing Date for the sole purpose of examining such books and records as they relate to any such claim; provided, that nothing herein shall require Buyer or WG Italy to provide access to, or to disclose any information to, Seller if such access or disclosure would, in the written determination of Buyer's outside legal counsel: (i) jeopardize any attorney-client or other legal privilege or (ii) contravene any applicable Law.

10.10 Closing Conditions. From the date hereof until the Closing, upon the terms and subject to the conditions herein provided, (a) Seller shall use commercially reasonable efforts to take such actions as are necessary to expeditiously and timely satisfy the closing conditions set forth in Section 7.2, and (b) Buyer shall use commercially reasonable efforts to take such actions as are necessary to expeditiously and timely satisfy the closing conditions set forth in Section 7.1. For avoidance of doubt and without otherwise limiting or expanding the foregoing, neither Seller nor any Affiliate of Seller shall be obligated to make any payments or otherwise pay any consideration to any third party to obtain any applicable consent, waiver or approval, unless the payment of such consideration is required by applicable Law or the terms of the applicable Contract.

10.11 Notification of Certain Matters. Prior to the Closing, Seller shall timely provide notice to Buyer of (a) any Material Adverse Effect, (b) any breach of a representation, warranty, covenant or other agreement of Seller under this Agreement that would reasonably be expected to cause a condition in Article VII not to be satisfied, (c) any Proceeding or Order that is threatened, brought, asserted or commenced against Seller or WG Italy which would have been disclosed pursuant to any of the representations and warranties set forth in Article IV or Article V if such Proceeding or Order had arisen prior to the date of this Agreement, (d) any notice or other communication from any third party alleging that the consent of such third party is or may be required in connection with the transactions contemplated by this Agreement, and (e) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement or any Transaction Document.

10.12 Change of Name. Within fifteen (15) Business Days after the Closing Date, Buyer shall cause WG Italy change its name to a name that does not include, and is not similar to or confusing with, "Water Gremlin"; for clarity, such name may include "Aquila". Notwithstanding the foregoing, WG Italy will be free to use the name "Water Gremlin Aquila Company S.p.A, a Società per Azioni," to the extent necessary for WG Italy to collect its accounts receivable after Closing.

10.13 Sole Shareholder Disclosures under Italian Law. Within thirty (30) days after the Closing Date, Buyer shall cause WG Italy to be compliant with the sole shareholder declarations requirements set forth in article 2362 of the Italian civil code and thus make all the relevant filing with the relevant Governmental Authority on this respect.

10.14 Worldwide Sale. Seller and WG MN hereby agree that nothing herein shall be interpreted to limit the rights of Buyer or WG Italy to distribute and sell its products worldwide, including without

limitation, in the United States and including without limitation products and inventions covered by the Patents and by the patents licensed to WG Italy by WG MN pursuant to the license agreement described in Section 3.1(f)(ii), whether or not such products and inventions are in competition with the business conducted by the Companies following the Closing.

ARTICLE XI MISCELLANEOUS

11.1 Non-Survival of Representations, Warranties and Covenants. Each of the representations, warranties and covenants (other than covenants that, by their terms, survive the Closing or termination of this Agreement) in this Agreement or any agreement or certificate to be executed or delivered in connection with the transactions contemplated by this Agreement shall terminate at the Closing or upon termination of this Agreement pursuant to Section 6.1 and, following the Closing or the termination of this Agreement, as the case may be, no Party shall make any claim whatsoever for any breach of any such representation, warranty or covenant hereunder, subject to Section 6.2. Each covenant that explicitly contemplates performance after the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms, and if no term is specified, then for five (5) years following the Closing Date, and nothing in this Section Article VI will be deemed to limit any rights or remedies of any Person for breach of any such surviving covenant.

11.2 Amendment and Waiver. This Agreement may be amended, supplemented or changed only in writing executed by each Party and any provision of this Agreement may be waived only if such waiver is set forth in a writing executed by the Party granting such waiver. No course of dealing between or among any Persons having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Party under or by reason of this Agreement. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy, including injunctive relief. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law or equity.

11.3 Notices. All notices or other communications required or permitted under, or otherwise made in connection with, this Agreement shall be in writing and shall be deemed to have been duly given or made (a) when delivered in person by hand (with written confirmation of receipt), (b) upon written confirmation of receipt when transmitted by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, or (d) on the next Business Day if transmitted by national overnight courier (with written confirmation of receipt), in each case, addressed as follows (or to such other addresses as the addressees shall indicate in accordance with the provisions hereof):

Notices to Seller:

4400 Otter Lake Rd
White Bear Township, MN 55110

Attention: Bradley J. Hartsell
Email: bradley.hartsell@watergrem.com

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

Dorsey & Whitney (Delaware) LLP
300 Delaware Avenue, Suite 1010
Wilmington, DE 19801
Attention: Eric Schnabel
Email: schnabel.eric@dorsey.com

Attention: Alessandra Glorioso
Email: glorioso.alessandra@dorsey.com

Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402
Attention: Mark Kaster
kaster.mark@dorsey.com
Attention: Ben Kappelman
kappelman.ben@dorsey.com
Attention: Morgan Helme
helme.morgan@dorsey.com

Notices to Buyer:

133 Fanjoy Road
Statesville, NC 28625

Attention: Paolo Invernizzi,
Email: paolo.invernizzi@accuma.it

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

Moore & Van Allen PLLC
100 N. Tryon St., Ste. 4700
Charlotte, NC 28202

Attention: Luis Lluberas
Email: luislluberas@mvalaw.com
32

11.4 Binding Agreement; Assignment; No Third Party Rights. 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 Seller under Chapter 11 or Chapter 7 of the Bankruptcy Code and any Person appointed as a successor to Seller pursuant to a confirmed Chapter 11 plan). No Party may delegate any performance of its obligations under this Agreement, except that Buyer may at any time delegate the performance of its obligations to any Affiliate of Buyer so long as Buyer remains fully responsible for the performance of the delegated obligation. Nothing expressed or referred to in this Agreement will be construed to give any Person, other than the Parties to this Agreement (which includes any trustee, receiver, receiver-manager, interim receiver or monitor or similar officer appointed in any respect of Seller under Chapter 11 or Chapter 7 of the Bankruptcy Code and any Person appointed as a successor to Seller pursuant to a confirmed Chapter 11 plan).

11.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Law, but if any provision of this Agreement is held to be prohibited by or invalid under Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining

provisions of this Agreement. Upon a determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties hereto as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

11.6 Construction.

(a) The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Person.

(b) The Disclosure Schedule attached to this Agreement have been arranged in separately titled sections corresponding to sections of this Agreement; provided, each section of the Disclosure Schedule will be deemed to incorporate by reference all information disclosed in any other section of the Disclosure Schedule to the extent that the relevance of such information to such other schedules is readily apparent on its face and nothing therein is intended to broaden the scope of any representation or warranty contained in this Agreement. The mere inclusion of an item in the Disclosure Schedule as an exception to a representation or warranty shall not be deemed an admission to any Person, other than Buyer, that such item represents a material exception or material fact, event or circumstance or that such item has had or would be reasonably likely to have a Material Adverse Effect. In addition, matters reflected in the Disclosure Schedule are not necessarily limited to matters required by this Agreement to be reflected in the Disclosure Schedule. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature.

(c) In this Agreement, unless the context otherwise requires: (i) references to “the date hereof” shall mean as of the date of this Agreement; (ii) the words “hereof,” “herein,” “hereto,” “hereunder,” “hereby” and words of similar import shall refer to this Agreement as a whole and not to any provision of this Agreement; (iii) this “Agreement” shall be construed as a reference to this Agreement as may have been, or may from time to time be, amended, varied, novated or supplemented; (iv) “include,” “includes” and “including” are deemed to be followed by “without limitation” whether or not they are in fact followed by such words or words of similar import; (v) references to dollars or “\$” are to United States of America dollars; (vi) the word “or” shall be inclusive rather than exclusive whether or not it is used on its own or included in the phrase “and/or”; (vii) if the last day for the giving of any notice or the performance of any act required or permitted under this Agreement is a day that is not a Business day, then the time for the giving of such notice or the performance of such action shall be extended to the next succeeding Business Day; and (viii) the execution, in and of itself, of this Agreement, and the negotiation of this Agreement by the Parties (including the transmission of any drafts of this Agreement between the Parties prior to the date hereof) shall not give rise to any right or claim of any kind by any third party, under any Contract or otherwise.

(d) The captions used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no caption had been used in this Agreement.

11.7 Expenses. Whether or not the Closing takes place, except as otherwise provided herein (including, for the avoidance of doubt, Section 9.2), the Companies and Buyer shall pay all of their own fees, costs and expenses (including fees, costs and expenses of legal counsel, investment bankers, brokers

or other representatives and consultants and appraisal fees, costs and expenses) incurred in connection with the negotiation, delivery and performance of this Agreement, the other Transaction Documents, the performance of its obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby; it being acknowledged and agreed that all Transfer Taxes will be governed by Section 7.1 and all Cure Costs will be governed by Section 2.7.

11.8 Further Assurances.

(a) Seller and Buyer shall use their commercially reasonable efforts to take, or cause to be taken, all actions necessary or appropriate to consummate the transactions contemplated by this Agreement. At or after the Closing, and without further consideration, Seller will execute and deliver to Buyer such further instruments of conveyance and transfer as Buyer may reasonably request to more effectively convey and transfer the Transferred Equity to Buyer, in each case, free and clear of all Liens.

(b) Without limiting the generality of the foregoing Section 12.7(a), to the extent that Seller knows of or shall discover, following the Closing, that title to, or possession of, any asset or property used or held for use in the business or operations of WG Italy is held by Seller or any Related Person of Seller (any such asset or property, a "Wrong Pocket Asset"), Seller shall provide prompt written notice thereof to Buyer. Upon the request of Buyer, Seller shall transfer and deliver, or cause to be transferred and delivered, any Wrong Pocket Assets to WG Italy or its designee without the payment by Buyer of any further consideration therefor within three (3) Business Days following such request.

11.9 Entire Agreement. This Agreement (including the schedules and exhibits hereto) and the Transaction Documents represent the entire understanding and agreement between the parties with respect to the subject matter hereof, supersede all prior oral discussions and written agreements between the parties with respect to the subject matter hereof (including any term sheet or similar agreement or document relating to the transactions contemplated hereby), and can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No oral statements or prior written material not specifically incorporated into this Agreement shall be of any force and effect.

11.10 Non-Recourse. No past, present or future director, officer, manager, employee, organizer, incorporator, shareholder, member, partner, equity holder, Affiliate, agent, attorney or representative of Buyer or its Affiliates shall have any liability for any Liabilities of Buyer under this Agreement or the Buyer Documents of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby. No past, present or future director, officer, manager, employee, organizer, incorporator, shareholder, member, partner, equity holder, Affiliate, agent, attorney or representative of Seller or its Affiliates shall have any liability for any Liabilities of Seller under this Agreement or the Seller Documents of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

11.11 Governing Law. This Agreement shall be governed by and interpreted and enforced in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of law principles thereof.

11.12 Consent to Jurisdiction and Service of Process. WHILE THE CHAPTER 11 CASES ARE PENDING, ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OBLIGATIONS HEREUNDER, SHALL BE BROUGHT IN THE BANKRUPTCY COURT. IF THE CHAPTER 11 CASES ARE NOT

PENDING, OR IN THE EVENT THE BANKRUPTCY COURT ABSTAINS FROM HEARING A DISPUTE, ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OBLIGATIONS HEREUNDER, SHALL BE BROUGHT IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE OR ANY FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF DELAWARE. BY EXECUTING AND DELIVERING THIS AGREEMENT, THE PARTIES, IRREVOCABLY (I) ACCEPT GENERALLY AND UNCONDITIONALLY THE EXCLUSIVE JURISDICTION AND VENUE OF THESE COURTS; (II) WAIVE ANY OBJECTIONS WHICH SUCH PARTY MAY NOW OR HEREFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT IN THE COURTS REFERRED TO IN CLAUSE (I) ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM; (III) AGREE THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO SUCH PARTY AT THEIR RESPECTIVE ADDRESSES PROVIDED IN ACCORDANCE WITH SECTION 12.2; AND (IV) AGREE THAT SERVICE AS PROVIDED IN CLAUSE (III) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER SUCH PARTY IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT. THE PARTIES HERETO IRREVOCABLY WAIVE, AND AGREE TO CAUSE THEIR SUBSIDIARIES TO WAIVE, THE RIGHT TO TRIAL BY JURY IN ANY ACTION TO ENFORCE OR INTERPRET THE PROVISIONS OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. NOTWITHSTANDING THE FOREGOING CONSENT TO JURISDICTION, SO LONG AS THE BANKRUPTCY COURT HAS JURISDICTION, EACH OF THE PARTIES AGREES THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION WITH RESPECT TO ANY MATTER UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND HEREBY SUBMITS TO THE JURISDICTION OF THE BANKRUPTCY COURT.

11.13 Remedies. The Parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each of the Parties shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and the obligations of Buyer on the one hand, or Seller, on the other hand hereunder, not only by an action or actions for damages, but also by an action or actions for specific performance, injunctive and/or other equitable relief. The Parties waive any requirement for the securing or posting of any bond in connection with any such remedy. In any dispute arising out of or related to this Agreement, the applicable adjudicating body shall award to the prevailing Party (as determined by a court of competent jurisdiction pursuant to a final, non-appealable order), if any, the reasonable and documented out-of-pocket costs and fees (including those of attorneys, accountants, consultants and other advisors) incurred by such prevailing Party in connection with the dispute and the enforcement of its rights under this Agreement and, if the adjudicating body determines a Party to be the prevailing Party under circumstances where the prevailing Party won on some but not all of the claims and counterclaims, the adjudicating body may award the prevailing Party an appropriate percentage of such reasonable and documented out-of-pocket costs and fees incurred by the prevailing Party in connection with the adjudication and the enforcement of its rights under this Agreement.

11.14 Counterparts; Electronic Delivery. This Agreement and any Transaction Document may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. In the event that a signature is delivered by facsimile transmission or by e-mail delivery of a

“.pdf” or other electronic format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile, “.pdf,” or other electronic format signature page were an original thereof.

* * * * *

IN WITNESS WHEREOF, the undersigned have executed this Equity Purchase Agreement effective as of the date first written above.

SELLER:

WATER GREMLIN HOLDINGS, INC.

By: _____
Name: Bradley J. Hartsell
Its: President

State of Delaware

County of _____

Signed or attested before me on December ____, 2023 by Bradley J. Hartsell as an officer of Water Gremlin Holdings, Inc.

Signature of Notarial Officer (Seal)

My Commission Expires: _____

Acknowledged and agreed for purposes of Sections 3.1 and 10.14:

WATER GREMLIN COMPANY

By: _____

Name: Bradley J. Hartsell

Its: President

State of Delaware

County of _____

Signed or attested before me on December ____, 2023 by Bradley J. Hartsell as an officer of Water Gremlin Company.

(Seal)

Signature of Notarial Officer

My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned have executed this Equity Purchase Agreement effective as of the date first written above.

BUYER:

ACCUMA CORPORATION

By: _____
Name: Paolo Invernizzi
Its: President

State of Delaware

County of _____

Signed or attested before me on December ____, 2023 by Paolo Invernizzi as an officer of Accuma Corporation.

Signature of Notarial Officer (Seal)

My Commission Expires: _____

Schedule 1.0
PATENTS

Specified Patents

Perkins Ref. No.	Application No. Filing Date	Patent No. Issue Date	Title	Inventors	Priority Claim	Status/Comments
066146-8011.WO00	PCT/US2004/044071 12/21/2004	n/a	Battery Part	Robert W. Ratte Norman E. Peterson	60/533,924 (01/02/2004) 10/804,401 (03/18/2004) 11/011,362 (12/13/2004)	Expired PCT Application; National Phase Entered in Brazil, Columbia, Europe, Japan & Mexico.
066146-8011.EP00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (12/21/2004)	Issued Europe patent; expires December 21, 2024. Validated in Austria, Bulgaria, Czech Republic, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Turkey & United Kingdom.
066146-8011.AT00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (12/21/2004)	Issued Austria patent; expires December 21, 2024.
066146-8011.BG00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (12/21/2004)	Issued Bulgaria patent; expires December 21, 2024.
066146-8011.CH00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (12/21/2004)	Issued Switzerland patent; expires December 21, 2024.

066146-8011.CZ00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (<u>12/21/2004</u>)	Issued Czech Republic patent; expires December 21, 2024.
066146-8011.EE00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (<u>12/21/2004</u>)	Issued Estonia patent; expires December 21, 2024.
066146-8011.FI00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (<u>12/21/2004</u>)	Issued Finland patent; expires December 21, 2024.
066146-8011.FR00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (<u>12/21/2004</u>)	Issued France patent; expires December 21, 2024.
066146-8011.DE00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (<u>12/21/2004</u>)	Issued Germany patent; expires December 21, 2024.
066146-8011.GR00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (<u>12/21/2004</u>)	Issued Greece patent; expires December 21, 2024.
066146-8011.HU00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (<u>12/21/2004</u>)	Issued Hungary patent; expires December 21, 2024.
066146-8011.IE00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (<u>12/21/2004</u>)	Issued Ireland patent; expires December 21, 2024.
066146-8011.IT00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (<u>12/21/2004</u>)	Issued Italy patent; expires December 21, 2024.

066146-8011.LU00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (<u>12/21/2004</u>)	Issued Luxembourg patent; expires December 21, 2024.
066146-8011.NL00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (<u>12/21/2004</u>)	Issued Netherlands patent; expires December 21, 2024.
066146-8011.PL00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (<u>12/21/2004</u>)	Issued Poland patent; expires December 21, 2024.
066146-8011.PT00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (<u>12/21/2004</u>)	Issued Portugal patent; expires December 21, 2024.
066146-8011.RO00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (<u>12/21/2004</u>)	Issued Romania patent; expires December 21, 2024.
066146-8011.SK00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (<u>12/21/2004</u>)	Issued Slovakia patent; expires December 21, 2024.
066146-8011.SL00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (<u>12/21/2004</u>)	Issued Slovenia patent; expires December 21, 2024.
066146-8011.ES00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (<u>12/21/2004</u>)	Issued Spain patent; expires December 21, 2024.
066146-8011.SE00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (<u>12/21/2004</u>)	Issued Sweden patent; December 21, 2024.

066146-8011.TR00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (<u>12/21/2004</u>)	Issued Turkey patent; expires December 21, 2024.
66146-8011.GB00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (<u>12/21/2004</u>)	Issued United Kingdom patent; expires December 21, 2024.
066146-8011.EP01	10196207.4 12/21/2004	2293360 06/13/2018	Battery Part	Robert W. Ratte Norman E. Peterson	DIV of: EP 04816050.1 (<u>12/21/2004</u>)	Issued Divisional European Application; expires December 21, 2024. Validated in Spain, Luxembourg, Germany, Italy, Czech Republic, Poland, Romania and Austria.
066146-8011.AT01	10196207.4 12/21/2004	2293360 06/13/2018	Battery Part	Robert W. Ratte Norman E. Peterson	validation phase of EP 2293360; DIV of: EP 04816050.1 (<u>12/21/2004</u>)	Issued Austria patent; expires December 21, 2024.
066146-8011.CZ01	10196207.4 12/21/2004	2293360 06/13/2018	Battery Part	Robert W. Ratte Norman E. Peterson	Validation phase of EP 2293360; DIV of: EP 04816050.1 (<u>12/21/2004</u>)	Issued Czech Republic patent; expires December 21, 2024.
066146-8011.DE01	10196207.4 12/21/2004	2293360 06/13/2018	Battery Part	Robert W. Ratte Norman E. Peterson	Validation phase of EP 2293360; DIV of: EP 04816050.1 (<u>12/21/2004</u>)	Issued Germany patent; expires December 21, 2024.
066146-8011.ES01	10196207.4 12/21/2004	2293360 06/13/2018	Battery Part	Robert W. Ratte Norman E. Peterson	Validation phase of EP 2293360; DIV of: EP 04816050.1 (<u>12/21/2004</u>)	Issued Spain patent; expires December 21, 2024.

066146-8011.LU01	10196207.4 12/21/2004	2293360 06/13/2018	Battery Part	Robert W. Ratte Norman E. Peterson	Validation phase of EP 2293360; DIV of: EP 04816050.1 (<u>12/21/2004</u>)	Issued Luxembourg patent; expires December 21, 2024.
066146-8011.PL01	10196207.4 12/21/2004	2293360 06/13/2018	Battery Part	Robert W. Ratte Norman E. Peterson	Validation phase of EP 2293360; DIV of: EP 04816050.1 (<u>12/21/2004</u>)	Issued Poland patent; expires December 21, 2024.
066146-8011.RO01	10196207.4 12/21/2004	2293360 06/13/2018	Battery Part	Robert W. Ratte Norman E. Peterson	Validation phase of EP 2293360; DIV of: EP 04816050.1 (<u>12/21/2004</u>)	Issued Romania patent; expires December 21, 2024.
066146-8011.IT01	10196207.4 12/21/2004	2293360 06/13/2018	Battery Part	Robert W. Ratte Norman E. Peterson	Validation phase of EP 2293360; DIV of: EP 04816050.1 (<u>12/21/2004</u>)	Issued Italy patent; expires December 21, 2024.
066146-8011.WO04	PCT/US2010/043973 07/30/2010	n/a	Battery Parts and Associated Systems and Methods	Robert W. Ratte Norman E. Peterson	12/533,413 (<u>07/31/2009</u>)	Expired PCT Application. National Phase Entered in Brazil, Columbia, Europe & Mexico.
066146-8011.EP04	10805130.1 07/30/2010	n/a	Battery Parts and Associated Systems and Methods	Robert W. Ratte Norman E. Peterson	PCT/US2010/043973 <u>07/30/2010</u>	Abandoned Europe Application.
066146-8011.EP05	17189917.2 12/07/2017		Battery Parts and Associated Systems and Methods	Robert W. Ratte Norman E. Peterson	10805130.1 07/30/2010 PCT/US210/43973 <u>07/30/2010</u>	Pending Divisional Europe Application.
066146-8011.BR00	PI0417087-3 12/21/2004	PI0417087-3 06/19/2018	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (12/21/2004)	Issued Brazil National Phase Application; Expires June 19, 2028

066146-8011.CO00	06063425 12/21/2004	n/a	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (12/21/2004)	Abandoned Columbia application.
066146-8011.MX00	PA/a/2006/004990 12/21/2004	287,342 06/08/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/044071 (12/21/2004)	Issued Mexico patent; expires December 21, 2024.
066146-8011.MX01	MX/a/2011/000248 12/21/2004		Battery Part	Robert W. Ratte Norman E. Peterson	DIV of: PA/a/2006/004990 (12/21/2004)	Pending Divisional Mexico Application.
066146-8011.VE00	2004-2195 12/20/2004		Battery Part and Method of Making	Robert W. Ratte Norman E. Peterson	60/533,924 (01/02/2004) 10/804,401 (03/18/2004)	Pending Venezuela application.
066146-8011.WO04	PCT/US2010/043973 07/30/2010	n/a	Battery Parts and Associated Systems and Methods	Robert W. Ratte Norman E. Peterson	12/533,413 (07/31/2009)	Expired PCT Application. National Phase Entered in Brazil, Columbia, Europe & Mexico.
066146-8011.BR04	BR102012002599-0 07/30/2010	n/a	Battery Parts and Associated Systems and Methods	Robert W. Ratte Norman E. Peterson	PCT/US2010/043973 07/30/2010	Abandoned Brazil application.
066146-8011.CO04	06063425 07/30/2010	n/a	Battery Parts and Associated Systems and Methods	Robert W. Ratte Norman E. Peterson	PCT/US2010/043973 07/30/2010	Abandoned Columbia Application.
066146-8011.MX04	PA/a/2006/004990 07/30/2010	332,696 07/06/2015	Battery Parts and Associated Systems and Methods	Robert W. Ratte Norman E. Peterson	PCT/US2010/043973 07/30/2010	Issued Mexico application. Expires July 30, 2030.

Schedule 2.2**2.2 Purchase Price (USD)**

(i) Equity Purchase Price	\$ 9,000,000
---------------------------	--------------

plus (ii) Estimated Closing Cash	\$ 6,827,888
----------------------------------	--------------

minus (iii) Excess Retained Debt & Liabilities (if any)	\$ 0*
---	-------

(a) Closing Consideration	\$ 15,827,888
----------------------------------	----------------------

Plus: 95% of Final Receivables	\$ 2,389,943
--------------------------------	--------------

Plus: 95% of Final Inventory	\$ 5,012,417
------------------------------	--------------

(b) Post-Closing Consideration	\$ 7,402,360
---------------------------------------	---------------------

Total Purchase Price (a+b)	\$ 18,929,014
-----------------------------------	----------------------

<i>Deposit</i>	<i>\$ 23,230,248</i>
----------------	----------------------

2.4(c) At Closing

Estimated Closing Consideration	\$ 15,827,888
---------------------------------	---------------

Less: Deposit	\$ (2,323,035)
---------------	----------------

Less: 2.4(d) Estimated Closing Cash	\$ (6,827,888)
-------------------------------------	----------------

Buyer Payment At Closing	\$ 6,676,965
---------------------------------	---------------------

* Closing Indebtedness Amount	\$ (1,277,431)
-------------------------------	----------------

Closing Retained Liabilities	\$ (523, 802)
------------------------------	---------------

\$ 1,801,233

Excess Retained Debt & Liabilities (amount in excess of \$1,801,234)	\$0
---	-----

Schedule 3.1

See attached.

Exhibit 1-B

Blackline Purchase Agreement

~~DW-Draft-11/30/23~~Execution Version

EQUITY PURCHASE AGREEMENT

by and between

Accuma Corporation

and

Water Gremlin Holdings, Inc.
(formerly known as Okabe Holding USA, Inc.)

dated as of

~~November 30~~December 20, 2023

TABLE OF CONTENTS

	<u>Page</u>
RECITALS	<u>1</u>
ARTICLE I DEFINITIONS	<u>1</u>
ARTICLE II PURCHASE AND SALE OF TRANSFERRED EQUITY	<u>~~11~~12</u>
2.1 Purchase of Transferred Equity ~~11~~ <u>& Patents</u>	<u>12</u>
2.2 Purchase Price	<u>~~11~~12</u>
2.3 Closing Date	<u>12</u>
2.4 Payment of the Purchase Price	<u>12</u>
2.5 Deposit	<u>13</u>
2.6 Determination of Closing Consideration	<u>~~13~~14</u>
2.7 Post-Closing Payment	<u>15</u>
2.8 Withholding	<u>~~16~~17</u>
ARTICLE III CLOSING DELIVERIES	<u>~~16~~17</u>
3.1 Seller's Closing Deliveries	<u>~~16~~17</u>
3.2 Buyer's Closing Deliveries	<u>~~17~~18</u>
ARTICLE IV REPRESENTATIONS AND WARRANTIES RELATING TO SELLER	<u>~~17~~19</u>
4.1 Authorization of Agreement	<u>~~17~~19</u>
4.2 Absence of Conflicts; Consents	<u>~~17~~19</u>
4.3 Ownership and Transfer of Transferred Equity	<u>~~18~~20</u>
4.4 Litigation	<u>~~18~~20</u>
4.5 Brokerage	<u>~~18~~20</u>
4.6 <u>Patents</u>	<u>20</u>
<u>4.7</u> No Other Representations and Warranties	<u>~~18~~21</u>
ARTICLE V REPRESENTATIONS AND WARRANTIES RELATING TO WG ITALY	<u>~~19~~21</u>
5.1 Organization and Good Standing	<u>~~19~~21</u>
5.2 Authorization of Agreement	<u>~~19~~21</u>
5.3 Absence of Conflicts; Consents	<u>~~20~~22</u>
5.4 Capitalization	<u>~~20~~22</u>
5.5 Corporate Records	<u>~~21~~23</u>
5.6 Financial Statements	<u>~~21~~23</u>
5.7 No Undisclosed Liabilities	<u>~~22~~24</u>
5.8 Absence of Certain Changes, Events and Conditions	<u>~~22~~24</u>
5.9 Compliance with Laws; Proceedings	<u>~~24~~26</u>
5.10 Governmental Licenses and Permits	<u>~~24~~26</u>
5.11 Title to and Sufficiency of Assets	<u>~~24~~26</u>
5.12 Environmental Matters	<u>~~25~~27</u>
5.13 Banks; Power of Attorney	<u>~~25~~27</u>
5.14 Related Party Transactions	<u>~~25~~27</u>
5.15 Products	<u>~~25~~27</u>

5.16	Insurance.....	~~26~~ <u>28</u>
5.17	Brokerage.....	~~26~~ <u>28</u>
5.18	Real Property.....	~~26~~ <u>28</u>
5.19	Employees.....	~~26~~ <u>28</u>
5.20	Employee Benefit Plans.....	~~27~~ <u>29</u>
5.21	Anti-Corruption & International Risk.....	~~27~~ <u>29</u>
5.22	Intellectual Property.....	~~28~~ <u>30</u>
5.23	Top Suppliers and Top Customers.....	~~28~~ <u>30</u>
5.24	Contracts and Commitments.....	~~29~~ <u>31</u>
5.25	Data Privacy.....	~~31~~ <u>33</u>
5.26	Inventory.....	~~31~~ <u>33</u>
5.27	Taxes.....	~~31~~ <u>33</u>
5.28	No Other Representations and Warranties.....	~~32~~ <u>34</u>
ARTICLE VI REPRESENTATIONS AND WARRANTIES OF BUYER.....		~~32~~ <u>34</u>
6.1	Organization and Corporate Power.....	~~32~~ <u>34</u>
6.2	Authorization of Agreement.....	~~32~~ <u>34</u>
6.3	Absence of Conflicts; Consents.....	~~33~~ <u>35</u>
6.4	Proceedings.....	~~33~~ <u>35</u>
6.5	Brokerage.....	~~33~~ <u>35</u>
6.6	Sufficiency of Funds.....	~~33~~ <u>35</u>
6.7	Independent Investigation.....	~~33~~ <u>35</u>
ARTICLE VII CLOSING CONDITIONS.....		~~34~~ <u>36</u>
7.1	Conditions to Obligations of Buyer.....	~~34~~ <u>36</u>
7.2	Conditions to Obligations of Seller.....	~~35~~ <u>37</u>
7.3	Frustrations of Closing Conditions.....	~~36~~ <u>38</u>
ARTICLE VIII TAX MATTERS.....		~~36~~ <u>38</u>
8.1	Transfer Taxes.....	~~37~~ <u>38</u>
8.2	Tax Returns.....	~~37~~ <u>39</u>
8.3	Cooperation on Tax Matters.....	~~38~~ <u>39</u>
8.4	Tax Controversies.....	~~38~~ <u>40</u>
8.5	Bulk Transfers.....	~~38~~ <u>40</u>
ARTICLE IX TERMINATION.....		~~38~~ <u>40</u>
9.1	Termination of Agreement.....	~~38~~ <u>40</u>
9.2	Effect of Termination.....	~~40~~ <u>41</u>
ARTICLE X COVENANTS.....		~~41~~ <u>43</u>
10.1	Conduct of the Business.....	~~41~~ <u>43</u>
10.2	Notices to Governmental Authorities.....	~~41~~ <u>43</u>
10.3	Press Releases and Announcements.....	~~42~~ <u>43</u>
10.4	Confidentiality.....	~~42~~ <u>44</u>
10.5	Access to Information.....	~~42~~ <u>44</u>
10.6	Bankruptcy Court Matters.....	~~42~~ <u>44</u>

10.7	Bankruptcy Court Approval.....	~~44~~ <u>46</u>
10.8	Backup Bidder.....	~~44~~ <u>46</u>
10.9	Preservation of Records; Post-Closing Access and Cooperation.....	~~44~~ <u>46</u>
10.10	Closing Conditions.....	~~44~~ <u>46</u>
10.11	Notification of Certain Matters.....	~~44~~ <u>46</u>
10.12	~~2024 Lead Ingots Purchase Agreement.....~~	~~45~~
~~10.13~~	Change of Name.....	~~45~~ <u>47</u>
<u>10.13</u>	<u>Sole Shareholder Disclosures under Italian Law</u>	<u>47</u>
<u>10.14</u>	<u>Worldwide Sale</u>	<u>47</u>

ARTICLE XI MISCELLANEOUS.....~~45~~47

11.1	Non-Survival of Representations, Warranties and Covenants.....	~~45~~ <u>47</u>
11.2	Amendment and Waiver.....	~~45~~ <u>47</u>
11.3	Notices.....	~~46~~ <u>48</u>
11.4	Binding Agreement; Assignment; No Third Party Rights.....	~~46~~ <u>48</u>
11.5	Severability.....	~~47~~ <u>49</u>
11.6	Construction.....	~~47~~ <u>49</u>
11.7	Expenses.....	~~48~~ <u>50</u>
11.8	Further Assurances.....	~~48~~ <u>50</u>
11.9	Entire Agreement.....	~~48~~ <u>50</u>
11.10	Non-Recourse.....	~~48~~ <u>50</u>
11.11	Governing Law.....	~~48~~ <u>51</u>
11.12	Consent to Jurisdiction and Service of Process.....	~~49~~ <u>51</u>
11.13	Remedies.....	~~49~~ <u>51</u>
11.14	Counterparts; Electronic Delivery.....	~~49~~ <u>52</u>

EQUITY PURCHASE AGREEMENT

THIS EQUITY PURCHASE AGREEMENT (this “Agreement”) is made effective as of ~~November 30~~December 20, 2023 (the “Effective Date”), by and between Water Gremlin Holdings, Inc. (formerly known as Okabe Holding USA, Inc.), an Illinois corporation, file number 63566896 (“Seller”) and Accuma Corporation, a North Carolina corporation (“Buyer”) and is further executed and acknowledged by WG MN (as defined below) for purposes of Sections 3.1 and 10.14. Each of Buyer and Seller are collectively referred to herein as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, on October 27, 2023 (the “Petition Date”), Seller and its United States subsidiaries, Water Gremlin Company, a Minnesota corporation (“WG MN”) and WG Sub, LLC, a Delaware limited liability company (“WG DE” and, with Seller and WG MN, the “Companies”) filed a voluntary petition (the “Petition”) for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). The Companies manage their business as debtor in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

WHEREAS, Seller owns all of the issued and outstanding Equity Interests of Water Gremlin Aquila Company S.p.A, a Società per Azioni, (Italian joint stock company) (“WG Italy” and such Equity Interests, the “Transferred Equity”).

WHEREAS, WG MN owns those certain patents that are utilized in connection with the business operations of WG Italy set forth on Schedule 1.0 (the “Patents”), which Seller desires to cause WG MN to transfer to WG Italy on the terms and subject to the conditions set forth in this Agreement.

WHEREAS, Seller desires to sell, and Buyer desires to purchase, all of the Transferred Equity on the terms and subject to the conditions set forth in this Agreement.

WHEREAS, the transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated only pursuant to the Sale Order approving such sale free and clear of all Liens and Claims, all as more specifically provided in this Agreement, and in accordance with Sections 105 and 363 of the Bankruptcy Code and other applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Bidding Procedures Order.

WHEREAS, Seller and Buyer have negotiated in good faith and at arm’s length for the purchase and sale of the Transferred Equity subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

ARTICLE I DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

“Accounting Firm” means, KPMG Italy, or in the event KPMG Italy is unavailable, an Accounting Firm based in or operating in Italy with expertise in financial analysis mutually satisfactory to Buyer and Seller.

“~~Adjusted Closing Cash~~” has the meaning set forth in ~~Section 2.6(a).~~

“Adjusted Closing Consideration” means an amount equal to (a) the Equity Purchase Price, *plus* (b) the Adjusted Closing Cash, *minus* (c) the Adjusted Indebtedness Amount, *minus* (d) the Adjusted Retained Liabilities.

“Adjusted Closing Consideration Certificate” has the meaning set forth in Section 2.6(a).

“Adjusted Excess Retained Debt & Liabilities Amount” has the meaning set forth in Section 2.6(a).

“Adjusted Indebtedness Amount” has the meaning set forth in Section 2.6(a).

“Adjusted Retained Liabilities” has the meaning set forth in Section 2.6(a).

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

“Alternative Transaction” a transaction or series of related transactions pursuant to which Seller accepts a bid for Transferred Equity, from a Person other than Buyer or any Affiliate of Buyer, as the highest or best offer, in accordance with the Bidding Procedures Order, but does not mean the sale of goods or services of the Business conducted in the Ordinary Course of Business, other than in accordance with the Bidding Procedures Order.

“Anti-Corruption Laws” means all Laws related to anti-bribery or anti-corruption (governmental or commercial) including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and all applicable Laws enacted to implement the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions.

“Applicable Accounting Principles” means GAAP, as applied in the preparation of the Financial Statements and on a consistent basis without modification throughout the periods referenced herein.

“Assumption and Assignment Procedures” has the meaning set forth in the Bidding Procedures Order.

“Auction” means the bankruptcy auction of Seller’s assets, conducted by Seller pursuant to the Bidding Procedures Order.

“Backup Bid Expiration Date” has the meaning set forth in the Bidding Procedures.

“Backup Bidder” has the meaning set forth in the Bidding Procedures.

“Bankruptcy Exceptions” has the meaning set forth in Section 4.1.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure.

“Bidding Procedures” means the procedures, in form and substance reasonably acceptable to Buyer, governing the solicitation of bids and the conduct of the Auction for the **Purchased Assets** Transferred Equity under the supervision of the Bankruptcy Court, which are attached as an exhibit to the Bidding Procedures Order.

“Bidding Procedures Order” means an order of the Bankruptcy Court (including any attachments thereto), in form and substance reasonably acceptable to Buyer that, among other things, approves the Bidding Procedures, and the Assumption and Assignment Procedures.

“Break-Up Fee” means an amount equal to \$567,870.43.

“Business” means lead acid battery terminal manufacturing, sales and distribution.

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

“Business Employee” means any individual who is an employee, whether by contract, common law or otherwise, of WG Italy as of immediately prior to the Closing.

“Business Intellectual Property” has the meaning set forth in Section 5.22(b).

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

“Buyer Documents” has the meaning set forth in Section 6.2.

“Buyer Return” has the meaning set forth in Section 8.2(b).

“Chapter 11 Cases” means the cases commenced by the Companies on the Petition Date under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

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

“Closing Cash” means, as of the Effective Time, the aggregate, unrestricted cash balance of WG Italy, including all cash, commercial paper, certificates of deposit and other bank deposits, treasury bills, all other cash equivalents in its accounts, and third Person checks deposited or held in its accounts that have not yet cleared (as such terms are defined in accordance with GAAP).

“Closing Consideration” means an amount equal to (a) the Equity Purchase Price, *plus* (b) the Closing Cash, *minus, if applicable* (c) the ~~Closing Indebtedness Amount, minus (d) the Closing~~ Excess Retained Debt & Liabilities Amount.

“Closing Indebtedness” means, as of the Effective Time, the aggregate amount of all Indebtedness of WG Italy, to include the aggregate amounts as of the Effective Time of the items labeled “Other Current Assets”, “Deferred Tax”, “Income Tax Receivable”, “Trade Accounts Payable”, “Note Payable – Line of Credit”, “Current Portion of LT Debt”, “Amount due to Officer-Stockholder”, “Employee Compensation and Related Liabilities”, “Other Accrued Liabilities”, “Accrued Income Taxes”, “Current Deferred Tax Liabilities”, “Long Term Note Payable”, “Obligations Under Capital Leases” and “Deferred Income Taxes” on Schedule 3.1.

“Closing Inventory Amount” has the meaning set forth in Section 2.7(a).

“Closing Inventory and Receivables Certificate” has the meaning set forth in Section 2.7(a).

“Closing Retained Liabilities” means, as of the Effective Time, the aggregate amount of all Retained Liabilities of WG Italy, to include the aggregate amounts as of the Effective Time of the items labeled “Customer Deposits” and “Deferred Compensation” on Schedule 3.1.

“Closing Receivables Amount” has the meaning set forth in Section 2.7(a).

“Code” means the Internal Revenue Code of 1986, as amended from time to time.

“Companies” has the meaning set forth in the Preamble.

“Contract” means any contract, agreement, commitment, indenture, note, bond, mortgage, charge, loan, instrument, lease, sublease, agreement to lease, occupancy agreement, license, purchase order, service agreement, bill of lading, sales order or other arrangement, understanding, undertaking, commitment or obligation, whether written or oral.

“Contract Counterparty” means a non-debtor counterparty to a Contract.

“Current Receivables” means all receivables of WG Italy aged ninety (90) days or less from the date of the applicable invoice as of the Closing Date.

“Disclosure Schedule” means the Schedules which are attached hereto and delivered by Seller to Buyer concurrently with the execution and delivery of this Agreement.

“Disputed Inventory and Receivables Items” has the meaning set forth in Section 2.7(b).

“Employee Benefit Plans” means all bonus, incentive compensation, deferred compensation, change of control, employee loan, profit sharing, stock option, stock appreciation right, stock bonus, stock purchase, employee stock ownership, phantom equity, savings, severance, retention, supplemental unemployment, layoff, salary continuation, retirement, pension, health, life insurance, dental, disability, accident, group insurance, vacation, holiday, sick leave, fringe benefit, employee assistance or welfare plan, and any other employee compensation or benefit plan, agreement, policy, practice, commitment, Contract, or understanding (whether qualified or nonqualified and written or unwritten), and any trust, escrow or other agreement related thereto, which currently is sponsored, established, maintained or contributed to or required to be contributed by WG Italy or for which WG Italy has any Liability, contingent or otherwise

“Environmental and Safety Requirements” means, whenever in effect, all applicable federal, state and local statutes, regulations, ordinances, codes and other provisions having the force or effect of Law and all judicial and administrative orders and determinations concerning worker health and safety, pollution or protection of the environment, including provisions pursuant to Italian Legislative Decree no. 81/2008.

“Equity Interests” means any shares of any class of capital stock, membership interests, partnership interests or other equity interests (including securities convertible or exchangeable into equity interests) in any Person, which are issued and outstanding (including all rights to receive all beneficial interest in any such items), and any outstanding warrants, options, voting agreements or other Contracts or obligations pursuant to which such Person is or may become obligated to issue, sell, purchase, return or redeem or vote or abstain from voting any shares of capital stock, membership interests, partnership interests or other equity interests.

“Equity Purchase Price” means ~~\$6,500,000~~\$9,000,000.

“Estimated Closing Cash” has the meaning set forth in Section 2.4(a)(i).

“Estimated Closing Consideration” means an amount equal to (a) the Equity Purchase Price, *plus* (b) the Estimated Closing Cash, *minus*, if applicable (c) the ~~Estimated Indebtedness Amount, minus (d) the Excess~~ Estimated Retained Debt & Liabilities.

“Estimated Closing Consideration Certificate” has the meaning set forth in Section 2.4(a)(i).

“Estimated Indebtedness Amount” has the meaning set forth in Section 2.4(a)(i).

“Estimated Inventory Amount” has the meaning set forth in Section 2.4(b).

“Estimated Inventory and Receivables Certificate” has the meaning set forth in Section 2.4(b).

“Estimated Receivables Amount” has the meaning set forth in Section 2.4(b).

“Estimated Retained Liabilities” has the meaning set forth in Section 2.4(a)(i).

“Excess Estimated Retained Debt & Liabilities Amount” means that amount, if any, by which the sum of the Estimated Indebtedness Amount and Estimated Retained Liabilities exceeds \$1,801,234.00.

“Excess Retained Debt & Liabilities Amount” means that amount, if any, by which the sum of the Closing Indebtedness Amount and Closing Retained Liabilities exceeds \$1,801,234.00. (For avoidance of doubt, if the sum of such amounts is equal to or less than \$1,801,234.00, the Excess Estimated Retained Debt & Liabilities Amount is \$0.00).

“Expense Reimbursement Amount” means an amount, not to exceed \$378,580.29, equal to Buyer’s or its Affiliates’ reasonable and documented out-of-pocket costs and expenses (including fees and expenses of counsel and other advisors to Buyer or its Affiliates) incurred in connection with this Agreement and the transactions contemplated hereby, and all proceedings incident thereto and appeals therefrom.

“Family Member” means, with respect to any natural Person, any grandparents, parents, spouses, siblings, children, grandchildren or other immediate family members of such Person, or any trust or similar entity established by or on behalf of such Person or any of the aforesaid family members of such Person.

“Final Amounts” has the meaning set forth in Section 2.6(c).

“Final Closing Cash” has the meaning set forth in Section 2.7(c).

“Final Closing Consideration” means an amount equal to (a) the Equity Purchase Price, *plus* (b) the Final Closing Cash, *minus* (c) the Final Indebtedness Amount, *minus* (d) the Final Retained Liabilities.

“Final Indebtedness Amount” has the meaning set forth in Section 2.6(c).

“Final Inventory Amount” has the meaning set forth in Section 2.7(c).

“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, that (x) 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, and (y) the threat or possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or analogous Federal Rule of Bankruptcy Procedure, may be filed 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.

“Final Receivables Amount” has the meaning set forth in Section 2.7(c).

“Final Retained Liabilities” has the meaning set forth in Section 2.6(c).

“Financial Statements” has the meaning set forth in Section 5.6.

“Fundamental Representations” means the representations and warranties set forth in Sections 4.1 (Authorization of Agreement), 4.2 (Absence of Conflicts; Consents), 4.3 (Ownership and Transfer of Transferred Equity), 4.5 (Brokerage), 5.1 (Organization and Good Standing), 5.2 (Authorization of Agreement), 5.3 (Absence of Conflicts; Consents), 5.4 (Capitalization), 5.6(c) (Accounts Payable), 5.6(f) (Accounts Receivable), 5.14 (Related Party Transactions), ~~5.16~~5.15 (~~Inventory~~Products), 5.17 (Brokerage); 5.21 (Anti-Corruption & International Risk), 5.26 (Inventory) and 5.27 (Taxes).

“GAAP” means Italian generally accepted accounting principles, consistently applied.

“Global Trade Laws” means the U.S. Export Administration Regulations; the U.S. International Traffic in Arms Regulations; the economic sanctions rules and regulations administered by the U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”); European Union (“E.U.”) Council Regulations on export controls; and other E.U. Council sanctions regulations, as implemented in E.U. Member States; and all Laws made under any of the foregoing, including other Laws related to economic sanctions or export and import control.

“Governmental Authority” means any government or governmental, regulatory or administrative body, agency, quasi-governmental agency, branch, division, subdivision, audit group or procuring office, however organized or established of the U.S. federal government, any foreign (non-U.S. government) or any state, provincial, local or foreign government, including the employees or agents thereof, or any agency, department, bureau, instrumentality or authority thereof, or any court or arbitrator (public or private).

“Hazardous Material” means any substance, material or waste which is regulated because of its effect or potential effect on public health or the environment, including any material, substance or waste which is recycled, or which is defined as a “hazardous waste,” “hazardous material,” “hazardous substance,” “extremely hazardous waste,” “restricted hazardous waste,” “solid waste,” “pollutant or contaminant,” “toxic waste” or “toxic substance” under any provision of applicable Law, and including petroleum or any fraction thereof, petroleum products, natural gas, natural gas liquids, liquefied natural gas or synthetic gas, asbestos, mold, asbestos-containing material, urea formaldehyde and polychlorinated biphenyls.

“Indebtedness” of any Person means, without duplication, (a) all indebtedness for borrowed money; (b) all obligations issued, undertaken or assumed as the deferred purchase price of property, assets or services; (c) all reimbursement or payment obligations with respect to letters of credit and other surety instruments; (d) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced that were incurred in connection with the acquisition of property, assets or businesses; (e) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in each case with respect to property acquired by such Person (whether or not the rights and remedies of Seller or bank under such agreement in the event of default are limited to repossession or sale of such property); (f) all lease obligations required to be capitalized under GAAP; (g) all obligations under interest rate, currency swap or similar hedging

transactions; (h) all obligations in respect of earned and unpaid sales commissions and any payments or other obligations becoming due in connection with the Closing arising out of any management, employment, retention, bonus, change in control, severance or similar arrangement with any director, officer, manager, Business Employee, Independent Contractor or former Business Employee, in each case, including the employer portion of any employment, payroll, unemployment, withholding or similar Taxes in respect thereof; (i) all obligations secured by any Lien on assets or property owned by WG Italy; (j) all obligations of, and amounts owed by, WG Italy, whether interest-bearing or otherwise, to any past, current or alleged holder of its Equity Interests, Seller or any Related Person of Seller or WG Italy, including any declared but unpaid dividends or distributions; (k) all Taxes of WG Italy for taxable periods or portions thereof ending on or before the Closing Date that are due after the Closing Date; (l) all obligations in respect of accrued and unpaid severance and paid time off of employees of WG Italy, including, in each case, the employer portion of any employment, payroll, unemployment, withholding or similar Taxes in respect thereof, (l) all principal, interest, fees, premiums and other expenses with respect to the Indebtedness described in the foregoing clauses (a) through (l); and (n) all guaranty obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (a) through (m) above.

“Independent Contractor” means a Person providing services to WG Italy on the date hereof who is not a Business Employee.

“Installment Payment Date(s)” has the meaning set forth in Section 2.7(e).

“Intellectual Property” means any and all intellectual property or proprietary rights in any jurisdiction throughout the world, including: (i) patents and patent applications (including renewals, extensions, reissues, divisionals, continuations and continuations-in-part); (ii) trademarks (registered or unregistered), service marks, trade dress, trade names, corporate names, logos and slogans (and all translations, adaptations, derivations and combinations of the foregoing), email addresses (including, but not limited to, wgac@pec.it) and Internet domain names (including, but not limited to, watergremlinaquilapiombo.com), together with all goodwill associated with each of the foregoing; (iii) copyrights and copyrightable works; (iv) registrations and applications for any of the foregoing; (v) trade secrets, confidential information (including ideas, formulae, plates, compositions, know-how, research and development information, discoveries, improvements, drawings, specifications, designs, plans, proposals, technical data, financial, business and marketing plans and customer and supplier lists and related information), know-how and inventions (whether or not patentable); (vi) social media accounts, handles and content; and (vii) rights in computer software (including source code, object code and executable code), data and databases.

“Interim Financial Statements” has the meaning set forth in Section 5.6.

“Inventory” means all inventories, wherever situated, owned, held or stored by or on behalf of WG Italy, including all inventories of raw materials, work-in-progress, finished goods and by-products, spare, replacement and component parts, supplies and packaging materials.

“IRS” means U.S. Internal Revenue Service.

“IT Systems” means the software, systems, servers, network equipment and other information technology systems owned, leased, utilized or licensed by WG Italy.

“Knowledge” means, with respect to any Person that is not an individual, the knowledge after reasonable due inquiry of any of such Person’s directors, managers, executive officers and all other officers and managers having responsibility relating to the applicable matter or, in the case of an individual, knowledge after reasonable due inquiry.

“Labor Agreement” means any collective bargaining agreement or other Contract with any labor union, labor organization or works council.

“Law” means any law, statute, regulation, code, constitution, ordinance, treaty, order, injunction, ruling or Order enacted, administered or enforced by or on behalf of any Governmental Authority.

“Liability” means any liability, debt, obligation, deficiency, Tax, penalty, assessment, fine, claim or other loss, fee, cost or expense of any kind or nature whatsoever, whether asserted or unasserted, absolute or contingent, known or unknown, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due and regardless of when asserted.

“Licensed Intellectual Property” has the meaning set forth in Section 5.22(b).

“Liens” means any lien, encumbrance, pledge, mortgage, hypothecation, deed of trust, deemed or statutory trust, security interest, prior assignment, claim, lease, sublease, license, Intellectual Property License, right to possession, charge, option, warrant, right of first refusal, easement, servitude, proxy, voting trust or agreement, transfer restriction under any equity holder or similar agreement, encumbrance, or any other restriction or limitation whatsoever, which affects, by way of a conflicting ownership interest or otherwise, the right, title or interest in or to any particular property, including any Contract granting any of the foregoing.

“Losses” means any and all losses, Liabilities, Taxes (including any loss of Tax attributes), deficiencies, demands, judgments, damages, interest, fines, penalties, assessments, awards, costs and expenses, including those arising in connection with any investigation or defense, any attorneys’ and other professionals’ fees, those arising in connection with the enforcement of any rights under Article XI, and any diminution in value.

“Material Adverse Effect” means any result, occurrence, fact, change, event or effect (whether or not constituting a breach of a representation, warranty or covenant set forth in this Agreement) that, individually or in the aggregate with any such other results, occurrences, facts, changes, events or effects (considered together with all other matters that would constitute exceptions to the representations and warranties set forth in this Agreement but for the presence of “Material Adverse Effect” or other materiality or knowledge qualifications, or similar qualifications, in such representations and warranties), (a) had or could reasonably be expected to have a material adverse effect on the business, operations, prospects, assets, Liabilities, condition (financial or otherwise) or results of operations (including EBITDA or cash flow), in each case, of WG Italy, or (b) prevents or materially impairs or delays, or could reasonably be expected to prevent or materially impair or delay, the ability of Seller to consummate the transactions contemplated by this Agreement, the Seller Documents or the WG Italy Documents or perform their duties under this Agreement, the Seller Documents or the WG Italy Documents. For the avoidance of doubt, the parties agree that the terms “material,” “materially” and “materiality” as used in this Agreement with an initial lower case “m” shall have their respective customary and ordinary meanings, without regard to the meaning ascribed to the term Material Adverse Effect.

“Material Contracts” has the meaning set forth in Section 5.24(a).

“Nondisclosure Agreement” means that certain Confidentiality Agreement by and between Accuma s.p.a. and Water Gremlin Co., dated July 14, 2023.

“Order” means any writ, judgment, decree, injunction, stipulation, settlement, subpoena, determination, ruling or similar order, writ, arbitration award, directive or other legal requirement of any Governmental Authority.

“Ordinary Course of Business” means the ordinary course of business of the applicable Person consistent with past practices, including in respect of nature, scope, frequency and magnitude.

“Organizational Documents” of a Person means the articles of incorporation, certificate of incorporation, charter, bylaws, articles of formation, articles of association, operating agreement, certificate of limited partnership, partnership agreement, limited liability company agreement, certificate of formation, trust agreement, trust deed and all other similar documents, instruments or certificates executed, adopted, or filed in connection with the creation, formation, or organization of such Person, including any amendments thereto.

“Owned Intellectual Property” has the meaning set forth in Section 5.22(a).

“Owned Real Property” means all land, together with all buildings, structures, improvements and fixtures located thereon, including: all electrical, mechanical, plumbing and other building systems; fire protection security and surveillance systems; telecommunications, computer, wiring and cable installations; utility installations; water distribution systems; and landscaping; and all easements and other rights and interests appurtenant thereto, including air, oil, gas, mineral, and water rights (if any) owned by WG Italy.

“Patents” is defined in the Recitals.

“Permit” has the meaning set forth in Section 5.10.

“Permitted Lien” means (a) statutory Liens for current Taxes, assessments or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings, provided an appropriate reserve has been established therefor in the Financial Statements in accordance with Applicable Accounting Principles; (b) zoning, entitlement and other land use and environmental regulations by any Governmental Body; provided, that such regulations: (i) have not been violated; (ii) do not materially adversely affect the operation of the business of WG Italy from such lands or the continued use of the real property to which they relate; and (iii) do not affect the marketability of the real property to which they relate.

“Person” means an individual, a partnership, a limited liability company, a corporation, a cooperative, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity or a Governmental Authority.

“Personal Information” means any information that is considered “personally identifiable information,” “personal information” or “personal data” by any applicable Privacy Laws.

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

“Post-Closing Consideration” has the meaning set forth in Section 2.2.

“Pre-Closing Tax Period” means any taxable period ending on or before the Closing Date and the portion through the end of the Closing Date for any Straddle Period. In the case of any taxable period that includes (but does not end on) the Closing Date (a “Straddle Period”), the amount of any Taxes for a Straddle Period that relates to the Pre-Closing Tax Period (i) in the case of property Taxes and other similar Taxes imposed on a periodic basis, shall be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction the numerator of which is the number of days in the taxable period ending on the Closing Date and the denominator of which is the number of days in such Straddle Period and (ii) in the case of all other Taxes (including income Taxes, sales Taxes, employment Taxes and

withholding Taxes), deemed to be the amount that would be payable if the taxable period of WG Italy ended with, and included, the Closing Date.

“Privacy Laws” means any applicable Laws, regulations, and requirements relating to the data privacy, information security, data breach notification, and the processing of Personal Information, including as applicable, the Federal Trade Commission Act, General Data Protection Regulation ([i.e. Regulation EU no. 2016/679 of the European Parliament and of the Council of 27 April 2016](#)), [Italian Legislative Decree no. 196/20003](#), and U.S. state privacy laws and regulations including the California Consumer Privacy Act.

“Proceeding” means any judicial, administrative or arbitral action, mediation, charge, inquiry, proceeding, audit, assessment, reassessment, claim (including any counterclaim), complaint, dispute, demand, cause of action, investigation, suit, litigation or other legal proceeding pending by or before any Governmental Authority.

“Proposed Amounts” has the meaning set forth in [Section 2.6\(a\)](#).

“Qualified Bid” has the meaning set forth in the Bidding Procedures Order.

“Qualified Bidder” has the meaning set forth in the Bidding Procedures Order.

“Qualified Inventory” means products, inventory and supplies of WG Italy as at the Closing that are of a grade and quality that can be used to satisfy purchase orders from WG Italy’s customers in the Ordinary Course of Business. Qualified Inventory will be valued at bulk value.

“Related Person” means (a) with respect to any natural Person, any Family Member of such Person or any other Person of which such Person or any Family Member of such Person is an officer, director, manager, employee or equity holder, or (b) with respect to any non-natural Person, any Affiliate of such

“Restricted Country” means any country or geographic region subject to comprehensive economic sanctions administered by OFAC or the E.U., which currently includes: Cuba, Iran, North Korea, Sudan, Syria, the Crimea region of Ukraine and Venezuela.

“Sale Order” means, collectively, one or more orders of the Bankruptcy Court in form and substance reasonably acceptable to Buyer and the Seller: (i) approving the sale of the ~~Purchased Assets~~ Transferred Equity pursuant to sections 105 and 363 of the Bankruptcy Code to Buyer (or such other bidder chosen as the Successful Bidder at the Auction) free and clear of all Claims and Liens on the terms and conditions set forth in this Agreement; (ii) approving the Backup Bidder chosen at the Auction and the ~~asset~~ equity purchase agreement submitted by such Backup Bidder; (iii) authorizing consummation of the transactions contemplated hereby; (iv) containing findings that the transactions contemplated by this Agreement are undertaken by the Seller and Buyer (solely in its capacity as such) at arm’s length, without collusion and in “good faith” by Buyer within the meaning of Section 363(m) of the Bankruptcy Code, Buyer is not a successor to any Seller and granting Buyer the protections of section 363(m) of the Bankruptcy Code; (v) containing a finding that Buyer shall have no Liability or responsibility for any Liability or other obligation of any Seller arising under or related to the Transferred Equity other than as expressly set forth in this Agreement, including successor or vicarious Liabilities of any kind or character, including any theory of antitrust, environmental, successor, or transferee Liability, labor law, de facto merger, or substantial continuity; (vi) providing that the Bankruptcy Court shall retain jurisdiction to hear any disputes arising in connection with the transactions contemplated by this Agreement; and (vii) ordering waiver of the 14-day stay period under Rule 6004(h) of the Federal Rules of Bankruptcy Procedure.

“Securities Act” means the Securities Act of 1933, as amended.

“Security Incident” means any breach of the security of or other unauthorized access to or use of or other compromise to the integrity or availability of the IT Systems and the data and information stored thereon.

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

“Seller Documents” has the meaning set forth in Section 4.1.

“Seller Return” has the meaning set forth in Section 8.2(a).

“Stalking Horse Motion” has the meaning set forth in Section 10.6(a).

“Stalking Horse Order” has the meaning set forth in Section 10.6(a).

“Subsidiary” means any Person of which (a) more than fifty percent (50%) of the outstanding Equity Interests are owned, directly or indirectly, by WG Italy; or (b) WG Italy is entitled, directly or indirectly, to appoint one or more Persons to serve on the board of directors or managers or comparable supervisory body of such Person.

“Successful Bidder” has the meaning set forth in the Bidding Procedures.

“Tax” or “Taxes” means: (a) any federal, state, provincial, local or foreign income, gross receipts, capital gains, franchise, alternative or add-on minimum, estimated, sales, use, goods and services, transfer, escheat, abandoned or unclaimed property, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, personal property, capital stock, social security (or similar), unemployment, employment, disability, payroll, license, employee or other withholding, contribution or other tax, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing, in each case, whether disputed or not; (b) any liability for the payment of any amount of a type described in clause (a) arising as a result of being or having been a member of any consolidated, combined, unitary or other group or being or having been included or required to be included in any Tax Return related thereto; and (c) any liability for the payment of any amount of a type described in clause (a) or clause (b) as a result of any obligation to indemnify or otherwise assume or succeed to the liability of any other Person as a result of transferee or successor liability, a contractual obligation or otherwise.

“Tax Returns” means returns, declarations, elections, reports, claims for refund, information returns or other documents (including any related or supporting schedules, statements or information) filed or required to be filed in connection with the determination, assessment or collection of Taxes of any Party or the administration of any Laws, regulations or administrative requirements relating to any Taxes, including any amendments thereof.

“Taxing Authority” means any Governmental Authority responsible for the administration or collection of any Tax.

“Top Customer” has the meaning set forth in Section 5.23(b).

“Top Supplier” has the meaning set forth in Section 5.23(a).

“Transaction Documents” means this Agreement and any other agreement, instrument, certificate or document delivered at Closing pursuant to Article III.

“Transferred Equity” has the meaning set forth in the Recitals.

ARTICLE II PURCHASE AND SALE OF TRANSFERRED EQUITY

2.1 Purchase of Transferred Equity & Patents

. Pursuant to sections 105 and 363 of the Bankruptcy Code, on the terms and subject to the conditions contained in this Agreement and the Sale Order, at the Closing, Seller shall sell, assign, transfer, convey and deliver to the Buyer, free and clear of any Liens, all of Seller’s right, title and interest as of the Closing Date in and to the Transferred Equity, and the Buyer shall purchase, acquire and accept the Transferred Equity from Seller. The Parties acknowledge that Seller shall also, at or prior to the Closing, cause WG MN to sell, assign, transfer, convey and deliver to WG Italy all right, title and interest to the Patents as contemplated by, and to be documented in, the assignment documents referenced in Section 3.1 hereof.

2.2 Purchase Price

. The aggregate consideration (the “Purchase Price”) for the purchase, sale, assignment and conveyance of the Transferred Equity from Seller to the Buyer shall be an amount in cash equal to the sum of (a) the Closing Consideration and (b) 95% of the value of the Final Inventory Amount and Final Receivables Amount, subject to confirmation ~~and offset for Closing Indebtedness, Closing Cash and Closing Retained Liabilities as set forth herein~~ (the “Post-Closing Consideration”). Schedule 2.2 sets forth a sample of the methodology for determining the Purchase Price, Closing Consideration and Post-Closing Consideration, ~~and the dividend payment to be declared made by WG Italy Buyer pursuant to Section 2.4(c) and the payment to be made by Buyer pursuant to Section 2.4(d)~~ using the line items set forth on Schedule 3.1.

2.3 Closing Date

. On the terms contained in this Agreement, the consummation of the transactions contemplated by this Agreement (the “Closing”) shall take place in Italy at 10:00 a.m. Eastern time ~~remotely via the exchange of documents and signature pages~~ mutually agreed by the Parties at the location of a mutually-selected Italian notary, no later than the fourth (4th) Business Day following the date on which the conditions set forth in Article VII have been satisfied or, to the extent permitted by applicable Law, waived by the applicable Party in writing (other than conditions which by their nature are to be satisfied at the Closing or on the Closing Date, but subject to the satisfaction or, to the extent permitted by applicable Law, waiver of such conditions at or prior to the Closing), or at such other place and time as the Buyer and Seller may mutually agree in writing. The day on which the Closing takes place is referred to as the “Closing Date”. Upon the Closing, the purchase and sale of the Transferred Equity shall be deemed effective as of 11:59:59 p.m., ~~Eastern~~ Central European Time (CET) on the Closing Date (the “Effective Time”).

2.4 Payment of the Purchase Price

(a) At least five (5) Business Days prior to the Closing Date, Seller will furnish to Buyer a certificate (the “Estimated Closing Consideration Certificate”) setting forth, in each

case, as of the Closing Date, (A) in reasonable detail Seller's good faith estimates of Closing Cash (the "Estimated Closing Cash"), Closing Indebtedness (the "Estimated Indebtedness Amount") (which shall include the payment information for all such Estimated Indebtedness Amount) and Closing Retained Liabilities (the "Estimated Retained Liabilities"); (B) the resulting Excess Estimated Retained Debt & Liabilities, if applicable, (C) the Estimated Closing Consideration calculated using such estimates, including such schedules and data with respect to the determinations set forth therein as may be reasonably appropriate to support the calculations set forth therein; and ~~(D)~~ a balance sheet of WG Italy substantially similar to the balance sheet attached hereto as Schedule 3.1, which shows the balance of "Other Current Assets", "Income Tax Receivable", "Trade Accounts Payable", "Employee Compensation and Related Liabilities", "Other Accrued Liabilities", "Accrued Income Taxes" and "Deferred Income Taxes" as of the Closing Date; provided, that the Estimated Closing Consideration Certificate shall be prepared in accordance with the Accounting Principles.

(b) At least five (5) Business Days prior to the Closing Date, Seller shall deliver to Buyer a certificate (the "Estimated Inventory and Receivables Certificate") setting forth in reasonable detail Seller's good faith estimate of WG Italy's Qualified Inventory and Current Receivables, in each case, as of the Closing Date (such calculations, the "Estimated Inventory Amount" and the "Estimated Receivables Amount"), including such schedules and data with respect to the determinations set forth therein as may be reasonably appropriate to support the calculations set forth therein.

~~(c) — At or immediately prior to the Closing, Seller shall cause WG Italy to declare a dividend of, and deliver to Seller, by wire transfer of immediately available funds into an account designated in writing by Seller, an amount equal to the Estimated Closing Cash net of stamp duty and required Tax withholdings. The Parties acknowledge and agree that such distribution is a dividend and, as such, shall be made in accordance with applicable Law and shall be recorded with the applicable Governmental Authority.~~

~~(c)~~ ~~(d)~~ At the Closing, Buyer shall deliver to Seller, by wire transfer of immediately available funds into an account designated in writing by Seller, an amount equal to the Estimated Closing Consideration less the Deposit Amount (as defined in Section 2.5 below) less the Estimated Closing Cash.

(d) Thirty (30) days following the Closing, Buyer shall deliver to Seller, by wire transfer of immediately available funds into an account designated in writing by Seller, the Estimated Closing Cash.

(e) Following the Closing, in installments in the amount and on the dates indicated in Section 2.7(e), Buyer shall deliver to Seller, by wire transfer of immediately available funds into an account designated in writing by Seller, the Post-Closing Consideration.

(f) The exchange rate for any payments pursuant to this Section 2.4 or Section 2.7 shall be the exchange rate on the date which is the Business Day prior to the Closing Date.

2.5 Deposit.

(a) Prior to the Effective Date, Buyer deposited with Seller an amount equal to ~~\$1,892,901.43~~ 2,323,024.80 (the "Deposit"). The Deposit shall not be subject to any Lien, attachment, trustee process or any other judicial process of any creditor of the Companies or Buyer. Interest accrued on the Deposit shall become a part of the Deposit (such collective amount, the "Deposit Amount") and shall be paid to the Party entitled to the Deposit in accordance with this Section 2.5.

(b) The Deposit Amount shall be held in a segregated account and disbursed pursuant to the terms of the Bidding Procedures Order and this Agreement, including:

(i) If the Closing occurs, then the Deposit Amount shall be credited against the Estimated Closing Consideration and the Deposit Amount shall be delivered to an account designated by Seller by wire transfer of immediately available funds;

(ii) If this Agreement is terminated pursuant to and in accordance with any provision of Article IX other than Section 9.1(a)(iii), then the Deposit Amount shall be promptly returned to Buyer by wire transfer of immediately available funds and, in any event, no later than five (5) Business Days after such termination; or

(iii) If this Agreement is terminated by Seller pursuant to and in accordance with Section 9.1(a)(iii), then the Deposit Amount shall be promptly delivered to an account designated by Seller by wire transfer of immediately available funds and, in any event, no later than five (5) Business Days after such termination, and any claim by Buyer for the Deposit Amount shall have a superpriority administrative expense status.

2.6 Determination of Closing Consideration.

(a) Within sixty (60) days after the Closing Date, Buyer shall deliver, or cause to be delivered, to Seller a certificate (the “Adjusted Closing Consideration Certificate”) setting forth an itemized statement of Buyer’s calculation of the Closing Cash (“Adjusted Closing Cash”), Closing Indebtedness (“Adjusted Indebtedness Amount”), Closing Retained Liabilities (“Adjusted Retained Liabilities” ~~and~~ the resulting Excess Retained Debt & Liabilities Amount, if any (the “Adjusted Excess Retained Debt & Liabilities Amount”)) (collectively, the calculations on such certificate, the “Proposed Amounts”) and Buyer’s calculation of Adjusted Closing Consideration.

(b) Seller shall have the opportunity to dispute Buyer’s calculation as provided in this Section 2.6(b). The Adjusted Closing Consideration Certificate (and the computations of the Proposed Amounts indicated thereon) delivered by the Buyer to Seller shall be deemed to be conclusive and binding upon the parties unless Seller delivers written notice (the “Disputed Items Notice”) to Buyer within fifteen (15) days after receipt by Seller of the Adjusted Closing Consideration Certificate, stating that Seller objects in good faith to any specific line item in the Adjusted Closing Consideration Certificate, specifying in reasonable detail the basis for such objection; provided, that any item set forth in the Adjusted Closing Consideration Certificate that is not specifically disputed by Seller in the Disputed Items Notice shall become binding and conclusive on the parties hereto and not subject to further appeal. Seller and Buyer will attempt to resolve and finally determine and agree upon the Final Closing Consideration in good faith as promptly as practicable and, if the parties so resolve all disputes, the Adjusted Closing Consideration Certificate (and the computations of Proposed Amounts indicated thereon), as amended to the extent necessary to reflect the resolution of the dispute, shall be deemed to be conclusive and binding on the parties. The parties agree that the purpose of determining the Proposed Amounts and any related adjustment is to “true-up” for the actual amounts of Closing Cash, Closing Indebtedness and Closing Retained Liabilities, and that the same methodology shall be used both for the calculation of estimated and actual amounts (pursuant to Section 2.4(a) and this Section 2.6 respectively; accordingly, such processes are not intended to permit the introduction of different judgments, accounting methods, policies, principles, practices, procedures, classifications or estimation methodologies for the purpose of determining the actual amounts of Closing Cash, Closing Indebtedness and Closing Retained Liabilities.

(c) If Seller and Buyer are unable to reach agreement in resolving the dispute within ten (10) days after delivery of the Disputed Items Notice, Seller and Buyer shall submit to the Accounting Firm for review and resolution of the items set forth in the Disputed Items Notice (the “Disputed Items”). If the Accounting Firm is unavailable and Buyer and Seller are unable to agree upon the selection of an alternative accounting firm, then the Accounting Firm will be chosen by the Italian Forum for Arbitration and ADR, with the expenses of the Italian Forum for Arbitration and ADR to be borne one-half (1/2) by Buyer and one-half (1/2) by Seller, and such appointment shall be final, conclusive and binding on the parties. The Accounting Firm shall (i) resolve the Disputed Items (and only the Disputed Items) based on written presentations from Buyer and Seller (it being understood that in making such determination, the Accounting Firm shall be functioning as an expert and not as an arbitrator), (ii) not ascribe a value to any Disputed Item higher or lower, as the case may be, than the highest or lowest value ascribed by Seller or Buyer in the Adjusted Closing Consideration Certificate and Disputed Items Notice, respectively, and (iii) make a determination of the Final Closing Consideration using the calculations set forth in the Adjusted Closing Consideration Certificate, as modified only by such items which were adjusted by Seller and Buyer (prior to submission of the Disputed Items) and the Accounting Firm’s resolution of the Disputed Items. Buyer and Seller will direct, and will use reasonable best efforts to cause, the Accounting Firm to complete its determination within thirty (30) days after being selected, and such determination will be final, conclusive and binding on the parties. The fees, costs and expenses of the Accounting Firm will be borne by the party whose positions generally did not prevail in such determination, as determined by such accounting firm, or if the Accounting Firm determines that neither party could be fairly found to be the prevailing party, then such fees, costs and expenses will be borne fifty percent (50%) by Seller and fifty percent (50%) by Buyer. The final, binding and conclusive calculations of the Closing Cash, Closing Cash Adjustment, Closing Indebtedness~~—and,~~ Closing Retained Liabilities and Closing Excess Retained Debt & Liabilities, based either upon agreement or deemed agreement by Buyer and Seller or the written report delivered by the Accounting Firm, in each case, in accordance with this Section 2.6(c), will be the “Final Closing Cash”, “Final Closing Cash Adjustment”, “Final Indebtedness Amount”, ~~—or~~ “Final Retained Liabilities” and “Final Excess Retained Debt & Liabilities”, as the case may be (collectively, the “Final Amounts”).

(d) If Seller does not deliver the Disputed Items Notice to Buyer within fifteen (15) days after receipt by Buyer of the Adjusted Closing Consideration Certificate, the calculations of the Closing Cash, Closing Cash Adjustment, Closing Indebtedness~~—and,~~ Closing Retained Liabilities and Closing Excess Retained Debt & Liabilities, and the calculation of the Adjusted Closing Consideration specified in the Adjusted Closing Consideration Certificate will be conclusively presumed to be true, correct and complete in all respects and will be final, conclusive and binding upon the parties.

(e) Payment of Adjustment Surplus or Adjustment Deficit.

(i) If the Final Closing Consideration is greater than the Estimated Closing Consideration (an “Adjustment Surplus”), Buyer shall pay Seller an amount equal to the Adjustment Surplus by wire transfer of immediately available funds with the payment of the third Post-Closing Payment.

(ii) If the Final Closing Consideration is less than the Estimated Closing Consideration (an “Adjustment Deficit”), (A) if there are still Post-Closing Payments to be made hereunder (and the amount of such Post-Closing Payments are at least equal to the Adjustment Deficit amount), Buyer shall deduct from the next Post-Closing Payment(s) due to Seller the Adjustment Deficit amount (until the Adjustment Deficit

amount has been satisfied), such offset to be in full satisfaction of the amount owed from Seller to Buyer in respect of the Adjustment Deficit, or (B) if no Post-Closing Payments remain to be made hereunder or the amount of such Post-Closing Payments would be insufficient to satisfy the Adjustment Deficit amount, Seller shall cause to be paid to Buyer an amount equal to the Adjustment Deficit by wire transfer of immediately available funds to an account designated in writing by Buyer.

(iii) Seller and Buyer acknowledge that Buyer will have paid the Estimated Closing Cash amount to Buyer prior to determination of the Final Amounts, but that the calculations regarding Adjustment Surplus or Adjustment Deficit and the provisions regarding payment of the same shall nonetheless apply.

2.7 Post-Closing Payment.

(a) Within thirty (30) days after the Closing Date, Buyer shall deliver, or cause to be delivered, to Seller a certificate (the “Closing Inventory and Receivables Certificate”) setting forth (i) in reasonable detail Buyer’s calculation of WG Italy’s Qualified Inventory and Current Receivables, in each case as of the Closing (such calculations, the “Closing Inventory Amount” and the “Closing Receivables Amount”), including such schedules and data with respect to the determinations set forth therein as may be reasonably appropriate to support the calculations set forth therein and (ii) the difference, if any, between the amounts of Qualified Inventory and Current Receivables set forth on the Estimated Inventory and Receivables Certificate and the Closing Inventory Amount and the Closing Receivables Amount.

(b) The Closing Inventory and Receivables Certificate (and the computations of the Closing Inventory Amount and Closing Receivables Amount indicated thereon) delivered by the Buyer to Seller shall be deemed to be conclusive and binding upon the parties unless Seller delivers written notice (the “Disputed Inventory and Receivables Notice”) to Buyer within fifteen (15) days after receipt by Seller of the Closing Inventory and Receivables Certificate, stating that Seller objects in good faith to any specific line item in the Closing Inventory and Receivables Certificate, specifying in reasonable detail the basis for such objection; provided, that any item set forth in the Closing Inventory and Receivables Certificate that is not specifically disputed by Seller in the Disputed Inventory and Receivables Notice shall become binding and conclusive on the parties hereto and not subject to further appeal. Seller and Buyer will attempt to resolve and finally determine and agree upon such amounts in good faith as promptly as practicable and, if the parties so resolve all disputes, the Closing Inventory and Receivables Certificate (and the computations of Closing Inventory Amount and Closing Receivables Amount indicated thereon), as amended to the extent necessary to reflect the resolution of the dispute, shall be deemed to be conclusive and binding on the parties.

(c) If Seller and Buyer are unable to reach agreement in resolving the dispute within ten (10) days after delivery of the Disputed Inventory and Receivables Notice, Seller and Buyer shall submit to the Accounting Firm for review and resolution of the items set forth in the Disputed Inventory and Receivables Notice (the “Disputed Inventory and Receivables Items”). If the Accounting Firm is unavailable and Buyer and Seller are unable to agree upon the selection of an alternative accounting firm, then the Accounting Firm will be chosen by the Italian Forum for Arbitration and ADR, with the expenses of the Italian Forum for Arbitration and ADR to be borne one-half (1/2) by Buyer and one-half (1/2) by Seller, and such appointment shall be final, conclusive and binding on the parties. The Accounting Firm shall (i) resolve the Disputed Inventory and Receivables Items (and only the Disputed Inventory and Receivables Items) based on written presentations from Buyer and Seller (it being understood that in making such

determination, the Accounting Firm shall be functioning as an expert and not as an arbitrator), (ii) not ascribe a value to any Disputed Inventory and Receivables Items higher or lower, as the case may be, than the highest or lowest value ascribed by Seller or Buyer in the Closing Inventory and Receivables Certificate and Disputed Inventory and Receivables Notice, respectively, and (iii) make a determination of the Post-Closing Consideration using the calculations set forth in the Closing Inventory and Receivables Certificate, as modified only by such items which were adjusted by Seller and Buyer (prior to submission of the Disputed Inventory and Receivables Items) and the Accounting Firm's resolution of the Disputed Inventory and Receivables Items. Buyer and Seller will direct, and will use reasonable best efforts to cause, the Accounting Firm to complete its determination within ten (10) days after being selected, and such determination will be final, conclusive and binding on the parties. The fees, costs and expenses of the Accounting Firm will be borne by the party whose positions generally did not prevail in such determination, as determined by such accounting firm, or if the Accounting Firm determines that neither party could be fairly found to be the prevailing party, then such fees, costs and expenses will be borne 50% by Seller and 50% by Buyer. The final, binding and conclusive calculations of WG Italy's Qualified Inventory and Current Receivables, in each case, as of the Closing, based either upon agreement or deemed agreement by Buyer and Seller or the written report delivered by the Accounting Firm, in each case, in accordance with this Section 2.7(d), will be the "Final Inventory Amount" or "Final Receivables Amount", as the case may be.

(d) If Seller does not deliver the Disputed Inventory and Receivables Notice to Buyer within fifteen (15) days after receipt by Buyer of the Closing Inventory and Receivables Certificate, the calculations specified in the Closing Inventory and Receivables Certificate will be conclusively presumed to be true, correct and complete in all respects and will be final, conclusive and binding upon the parties.

(e) Subject to Sections 2.6(e) and 11.6, on the dates that are ~~thirty (30)~~, sixty (60) ~~and~~, ninety (90) and one hundred twenty (120) days following the Closing (collectively, the "Installment Payment Dates" and each, an "Installment Payment Date"), Buyer shall deliver to Seller one-third (1/3) of the Post-Closing Consideration (each such payment, a "Post-Closing Payment"); provided, however, that to the extent the Final Inventory Amount and the Final Receivables Amount have not been finally determined as of an Installment Payment Date, the Post-Closing Payment for such Installment Payment Date shall be made on the basis of the Estimated Inventory Amount and the Estimated Receivables Amount.

2.8 Withholding

. Notwithstanding any other provision in this Agreement, Buyer shall be entitled to withhold and deduct from the consideration otherwise payable pursuant to this Agreement such amounts as Buyer is required to deduct and withhold with respect to the making of such payment under the Code or any provision of state, local or foreign Tax law; provided, that, Buyer shall provide at least five (5) days' advance notice to Seller of any such deduction or withholding. Upon request by Seller, Buyer shall reasonably cooperate with Seller to obtain reduction or relief from such deduction or withholding to the extent permitted under applicable Law. To the extent that amounts are so withheld and paid over to the appropriate Tax authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding were made.

ARTICLE III CLOSING DELIVERIES

3.1 Seller's Closing Deliveries

. At the Closing, Seller shall ~~deliver or cause to be delivered to Buyer, each of the~~
~~following:~~

(a) deliver copies of the requisite resolutions of Seller authorizing the execution, delivery and performance of this Agreement and the other Transaction Documents, and approving the consummation of the transactions contemplated hereby and thereby (including the distribution of Closing Cash as contemplated by Section 2.4);

(b) deliver a duly executed Internal Revenue Service Form W-9 for Seller;

(c) deliver a copy of the Sale Order entered by the Bankruptcy Court;

(d) deliver transfer powers, transferring the Transferred Equity from Seller to Buyer, in form and substance satisfactory to Buyer and, to the extent the Transferred Equity is certificated, the certificate(s) evidencing such Transferred Equity duly endorsed by Seller for transfer;

(e) deliver those assignment documents transferring the Patents from WG MN to WG Italy, in form and substance satisfactory to Buyer and Seller;

(f) deliver (i) a license agreement with respect to the Patents, licensing the Patents from WG Italy to WG MN, in form and substance satisfactory to Buyer and Seller and (ii) a license agreement with respect to all other patents held by WG MN which are not included among the Patents licensing such patents from WG MN to WG Italy, in the case of each of (i) and (ii) as are necessary for operation of the Business (or the business of WG MN) in the Ordinary Course, without limitation of territory, geography or magnitude, in form and substance satisfactory to Buyer and Seller;

(g) deliver a transition services agreement, in a form mutually agreed upon by Seller and Buyer, duly executed by WG MN and WG Italy;

(h) deliver to Buyer the letters of resignation, effective as of the Closing Date, of all the directors of WG Italy (the “Resigning Directors”) whereby all such Resigning Directors shall confirm that (i) they have been fully remunerated in connection with the activities at any title performed for the benefit of WG Italy; and that (b) they waive any current and future claim against WG Italy in such respect;

(i) transfer to Buyer, in accordance with the Law, the Transferred Equity by means of a notarized endorsement (*girata*), it being understood that the sale and purchase of the Transferred Equity shall remain governed exclusively by the provisions of this Agreement;

(j) cause a duly empowered director of WG Italy to make all the appropriate recordings in the WG Italy's shareholders' ledger (*libro soci*) evidencing the transfer to Buyer of the Transferred Equity;

(k) upon receipt of the final amounts due under Section 2.4(e), deliver to Buyer an executed receipt as acknowledgement and full discharge of the payment (*quietanza di pagamento*);

(l) ~~(e) those documents required under Italian law with respect~~ deliver and execute, or cause to be delivered and executed, such other deed or other instruments as may be necessary or appropriate under applicable Law to vest in the Buyer full and exclusive title to the

Transferred Equity, including ~~without limitation~~ activities under Article III; and

(m) deliver the power of attorney and certified translation of this Agreement required under Sections 7.1(h) and (i); ~~executed and delivered as described in Section 7.1(g).~~

3.2 Buyer's Closing Deliveries

. At the Closing, Buyer shall ~~deliver or cause to be delivered to Seller:~~

(a) deliver the Estimated Closing Consideration in accordance with Section 2.4(~~bc~~);

(b) deliver copies of the requisite resolutions of Buyer approving the transactions contemplated by this Agreement and, simultaneously with the endorsement (*girata*) of the Transferred Equity, pay to the Seller the amount under Section 2.4(c); and

(c) ~~these documents required under Italian law with respect to the Transferred equity, executed and delivered as described in Section 7.2(f);~~ participate in the shareholders' meeting of WG Italy which will be held in plenary form after the transfer of the Transferred Equity in favour of the Buyer, to resolve upon, respectively, (a) the release and discharge of the Resigning Directors from and against any and all liabilities arising from their offices as directors of WG Italy up to the Closing Date, except to the extent arising from wilful misconduct of such Resigning Directors; (b) the appointment, effective at Closing, of the new board of directors;

(d) deliver to each of the Resigning Directors a letter under which the Buyer irrevocably and unconditionally waives and renounces to any action, right and/or claim (of any nature whatsoever and including, without limitation those under articles 2393, 2393-bis and 2395 of the Italian Civil Code) against the Resigning Directors with respect to any activities, acts and omissions carried out/taken by them in their capacity as director of WG Italy in the period starting from the first appointment and until the Closing Date; and

(e) deliver and execute, or cause to be delivered and executed, such other deed or other instruments as may be necessary or appropriate under applicable Law to vest in the Buyer full and exclusive title to the Transferred Equity.

ARTICLE IV REPRESENTATIONS AND WARRANTIES RELATING TO SELLER

As a material inducement to Buyer entering into this Agreement and completing the transactions contemplated by this Agreement and acknowledging that the Buyer is entering into this Agreement in reliance upon the representations and warranties set forth in this Article IV, Seller hereby represents and warrants to the Buyer, that:

4.1 Authorization of Agreement

. Subject to the Bankruptcy Court's entry of the Stalking Horse Order and the Sale Order, as the case may be, Seller has all requisite ~~capacity~~ corporate power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement and required to be executed by Seller in connection with the consummation of the transactions contemplated by this Agreement (collectively, the "~~the Seller Documents~~"), and to consummate the transactions contemplated hereby and thereby, including the sale and transfer of the Transferred Equity to the Buyer. Subject to the Bankruptcy Court's entry of the Stalking Horse Order and the Sale Order, as the case may be, the execution, delivery and performance of this Agreement and each

of the Seller Documents, and the consummation of the transactions contemplated hereby and thereby, has been duly authorized and approved by all requisite action on the part of Seller. Subject to the Bankruptcy Court's entry of the Stalking Horse Order and the Sale Order, as the case may be, this Agreement and each of the Seller Documents has been duly and validly executed and delivered by Seller and (assuming due authorization, execution, and delivery by the other parties hereto and thereto) this Agreement and each of the Seller Documents constitute legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and similar Laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith, and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity) (collectively, "Bankruptcy Exceptions").

4.2 Absence of Conflicts; Consents

(a) Subject to the Bankruptcy Court's entry of the Stalking Horse Order and the Sale Order, as the case may be, and except as set forth in Schedule 4.2(a) and as excused by or unenforceable as a result of the filing of the Chapter 11 Cases, the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby by Seller does not and shall not (with or without notice or lapse of time, or both) contravene, conflict with, result in any violation or breach of or default under, give rise to a right of termination, cancellation, or acceleration of any obligation or the loss of a material benefit under, give rise to any obligation of Seller to make any payment under, or result in the creation of any Liens upon any Transferred Equity under or pursuant to (i) the Organizational Documents of Seller, (ii) any Contract or Permit to which Seller is a party, or by which any of the properties or assets of Seller are bound, (iii) any Order of any Governmental Authority applicable to Seller or by which any of the Transferred Equity are bound or (iv) any applicable Law, except, in each case, as would not, and would not reasonably be expected to, individually or in the aggregate, prevent, delay or otherwise be materially adverse to Seller's ability to consummate the transactions contemplated by this Agreement and to perform its obligations under this Agreement and the Seller Documents.

(b) Except for the Stalking Horse Order and the Sale Order, as the case may be, and as set forth on Schedule 4.2(b), no consent, waiver, approval, Order, Permit or authorization of, or registration, declaration or filing with, or notification to, any Person or Governmental Authority is required by Seller in connection with the execution and delivery of this Agreement and the Seller Documents or the consummation of the transactions contemplated hereby or thereby, except for such consents, waivers, approvals, Orders, Permits, authorizations, registrations, declarations, filings or notifications that, if not obtained, made or given, would not, and would not reasonably be expected to, individually or in the aggregate, prevent, delay or otherwise be materially adverse to Seller's ability to consummate the transactions contemplated by this Agreement and to perform its obligations under this Agreement and the Seller Documents.

4.3 Ownership and Transfer of Transferred Equity

Seller is the record and beneficial owner of all of the Transferred Equity, free and clear of any and all Liens. Subject to the Bankruptcy Court's entry of the Sale ~~order~~ Order, Seller has the power, authority and legal capacity to sell, transfer, assign, and deliver the Transferred Equity as provided in this Agreement, and such delivery will convey to the Buyer good and marketable title to the

Transferred Equity, free and clear of any and all Liens. Seller is not a party to any voting trust, proxy, or other agreement or understanding between or among any Persons that affects or relates to the voting or giving of written consent with respect to the Transferred Equity. There are no preemptive rights, co-sale rights, rights of first refusal, management equity holder transfer restrictions or similar rights with respect to the Transferred Equity to which Seller may be entitled, or that Seller has granted to any other Person, in relation to the sale and purchase of the Transferred Equity hereunder.

4.4 Litigation

. Other than in connection with the Chapter 11 Cases, there are no Proceedings pending or, to the Knowledge of Seller, threatened against Seller that, individually or in the aggregate, would reasonably be expected to have an adverse effect on the ability of Seller to consummate the transactions contemplated by this Agreement or any of the Seller Documents in any material respect.

4.5 Brokerage

. Except as set forth in Schedule 4.5, there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any Contract made by or on behalf of Seller, and Buyer will have no Liabilities in respect thereof.

4.6 Patents.

(a) The Patents are subsisting, valid, and enforceable, have not been subject to, and to the Knowledge of Seller, are not subject to, any challenge, interference, opposition or other proceeding challenging the validity, enforceability, registrability, ownership, or use thereof. All right, title and interest in and to all of the Patents are exclusively owned by Seller.

(b) There are no licenses, right of purchase or any other restriction, rights or limitation imposed on the Patents or, to the Knowledge of Seller, any other right by a third party which would limit or restrict the Buyer's right to use, license or control the Patents.

(c) Seller has not received any written notice from any Person alleging that the practicing by Seller and the Companies of the claimed inventions of the Patents infringes, misappropriates or violates, or has infringed, misappropriated or violated, any Intellectual Property rights of any other Person.

4.7 ~~4.6~~ No Other Representations and Warranties

. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE IV AND IN ARTICLE V (INCLUDING THE RELATED PORTIONS OF THE DISCLOSURE SCHEDULES), BUYER ACKNOWLEDGES AND AGREES THAT THE TRANSFERRED EQUITY IS BEING ACQUIRED BY BUYER "AS IS" AND "WHERE IS" AND "WITH ALL FAULTS" AND ALL OTHER REPRESENTATIONS, WARRANTIES AND STATEMENTS OF ANY KIND OR NATURE EXPRESSED OR IMPLIED, WHETHER IN WRITTEN, ELECTRONIC OR ORAL FORM, AND THAT NEITHER SELLER NOR ANY OTHER PERSON HAS MADE OR MAKES, AND BUYER HAS NOT RELIED ON, IS NOT RELYING ON, AND WILL NOT RELY ON, ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER WRITTEN OR ORAL, ON BEHALF OF SELLER, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION REGARDING THE BUSINESS AND THE PURCHASED ASSETS FURNISHED OR MADE AVAILABLE TO BUYER, INCLUDING ANY INFORMATION, DOCUMENTS,

PROJECTIONS, FORWARD-LOOKING STATEMENTS, FORECASTS OR BUSINESS PLANS OR ANY OTHER MATERIAL MADE AVAILABLE IN ANY “DATA ROOM,” ANY CONFIDENTIAL INFORMATION MEMORANDA OR ANY MANAGEMENT PRESENTATIONS IN EXPECTATION OF OR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY REPRESENTATION OR WARRANTY ARISING FROM STATUTE OR OTHERWISE IN LAW.

ARTICLE V

REPRESENTATIONS AND WARRANTIES RELATING TO WG ITALY

As a material inducement to Buyer entering into this Agreement and completing the transactions contemplated by this Agreement and acknowledging that the Buyer is entering into this Agreement in reliance upon the representations and warranties set forth in this Article V, Seller hereby represents and warrants to the Buyer, that:⁺

5.1 Organization and Good Standing

. WG Italy is a Società per Azioni (joint-stock company) duly organized, validly existing and in good standing under the laws of Italy, and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted and as currently proposed to be conducted. WG Italy is duly qualified or licensed to do business, and is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its activities makes such qualification or licensing necessary. No act or proceeding has been taken or authorized by or against WG Italy by any Person in connection with the dissolution, liquidation, winding up, bankruptcy or insolvency of WG Italy or with respect to any merger, consolidation, arrangement or reorganization of, or relating to, WG Italy and no such proceedings have been threatened by any other Person.

5.2 Authorization of Agreement

. WG Italy has all requisite capacity, power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement and required to be executed by WG Italy in connection with the consummation of the transactions contemplated by this Agreement (collectively, the “WG Italy Documents”), and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and each of the WG Italy Documents, and the consummation of the transactions contemplated hereby and thereby, has been duly authorized and approved by all requisite action on the part of WG Italy. This Agreement and each of the WG Italy Documents has been duly and validly executed and delivered by WG Italy and (assuming due authorization, execution, and delivery by the other parties hereto and thereto) this Agreement and each of the WG Italy Documents constitute legal, valid, and binding obligations of WG Italy, enforceable against WG Italy in accordance with their terms, subject to the Bankruptcy Exceptions.

5.3 Absence of Conflicts; Consents

(a) The execution, delivery and performance of this Agreement and the other

⁺ ~~Note to Draft: Subject to ongoing review and due diligence.~~

Transaction Documents and the consummation of the transactions contemplated hereby and thereby by WG Italy does not and shall not (with or without notice or lapse of time, or both) contravene, conflict with, result in any material violation or breach of or default under, give rise to a right of termination, cancellation, or acceleration of any obligation or the loss of a material benefit under, give rise to any obligation of WG Italy to make any payment under, or result in the creation of any Liens upon any of the properties or assets of WG Italy (including any Transferred Equity) under or pursuant to (i) the Organizational Documents of WG Italy, (ii) any material Contract or Permit to which WG Italy is a party, or by which any of the material properties or assets of WG Italy are bound, (iii) any Order of any Governmental Authority applicable to WG Italy or by which any of the properties or assets of WG Italy are bound or (iv) any applicable Law.

(b) No consent, waiver, approval, Order, Permit or authorization of, or registration, declaration or filing with, or notification to, any Person or Governmental Authority is necessary or required to be made or obtained by WG Italy in connection with (i) the execution and delivery of this Agreement and the Seller Documents or the consummation of the transactions contemplated hereby or thereby, or (ii) the continuing validity and effectiveness immediately following the Closing of any Permit or material Contract of WG Italy.

5.4 Capitalization

(a) The Transferred Equity comprises all of the authorized, issued and outstanding Equity Interests of WG Italy, and Seller is the sole owner, beneficially and of record, of the Transferred Equity. The Transferred Equity is duly authorized for issuance and validly issued in accordance with applicable Law, fully paid and non-assessable and was not issued in violation of any purchase or call option, right of first refusal, subscription right, preemptive right, applicable Law, Contract, the Organizational Documents of WG Italy, or any similar rights. The Transferred Equity represents the only issued and outstanding Equity Interests of WG Italy, are the only securities of WG Italy having the right to vote, and all such Equity Interests have been offered, sold and delivered by WG Italy in compliance with all applicable securities Laws.

(b) There are no existing options, warrants, calls, rights or Contracts in respect of or requiring, and there are no securities of WG Italy outstanding which upon conversion or exchange would require, the issuance, sale or transfer of any additional direct or indirect Equity Interests of WG Italy or other securities convertible into, exchangeable for, or evidencing the right to subscribe for or purchase Equity Interests or other equity, voting or economic interests of WG Italy. There are no obligations, contingent or otherwise, of WG Italy to (i) repurchase, redeem, or otherwise acquire any Transferred Equity, Equity Interests or other equity, voting or economic interests of WG Italy or (ii) provide material funds to, or make any material investment in (in the form of a loan, capital contribution or otherwise) any Person.

(c) There are no voting agreements, registration rights, rights of first refusal, preemptive rights, co-sale rights, information rights, financial statement requirements or other similar rights and obligations in respect of the Transferred Equity. There are no voting trusts, irrevocable proxies, or other Contracts or understandings to which WG Italy or Seller is a party or is bound with respect to the voting or consent of the Transferred Equity. There are no bonds, debentures, notes, or other Indebtedness of WG Italy having the right to vote or consent (or, convertible into, or exchangeable for, securities having the right to vote or consent) on any matters on which equity holders of WG Italy may vote.

(d) No event has occurred and, to the Knowledge of Seller, no circumstance or condition exists that has resulted in, or will or would reasonably be expected to result in, any Liability of WG Italy to any current, former or alleged equity holder of WG Italy in such Person's capacity (or alleged capacity) thereof.

(e) WG Italy has not, and has never had, any Subsidiary and does not own, directly or indirectly, any Equity Interests of any Person.

5.5 Corporate Records

.

(a) Seller has made available true, correct and complete copies of the Organizational Documents of WG Italy, including all amendments thereto. All registers, minute books, books of account and other records of WG Italy are maintained in accordance with applicable Law.

5.6 Financial Statements

.

(a) Seller has made available true, correct and complete copies of (i) WG Italy's internally prepared balance sheets as of September 30, 2021, September 30, 2022 and September 30, 2023; (ii) WG Italy's internally prepared statements of income for the twelve (12) month periods ended September 30, 2021, September 30, 2022 and September 30, 2023; (iii) WG Italy's internally prepared balance sheet as of October 31, 2023 (the "Interim Balance Sheet"); and (iv) WG Italy's internally prepared statement of income for the one (1)-month period ended as of October 31, 2023 (such statements referred to in subsections (i) through (iv) immediately above, the "Financial Statements"). Each of the Financial Statements is complete and correct in all material respects, has been prepared in accordance with the Applicable Accounting Principles, and fairly presents the financial position and results of operations of WG Italy as of the dates and for the periods indicated therein. The Interim Balance Sheet and statement of income described in clauses (iii) and (iv) of the immediately preceding sentence are referred to herein as the "Interim Financial Statements".

(b) The Financial Statements were derived from the books, records and accounts of WG Italy. The books, records and accounts of WG Italy have been maintained in accordance with good business practices on a basis consistent with past years and accurately and fairly reflect, in reasonable detail and in all material respects, the transactions in and dispositions of the assets of WG Italy.

(c) There are no accounts payable of WG Italy (i) for purchases in material excess of usual requirements, (ii) that did not arise in the Ordinary Course of Business, or (iii) that are materially past due. All accounts payable of WG Italy are appropriately reserved for and recorded in accordance with the Applicable Accounting Principles reflected in the Financial Statements, and as of the Closing, included in the Estimated Indebtedness as set forth in the Estimated Closing Consideration Certificate.

(d) Seller has made available a complete and accurate list of all Indebtedness of WG Italy and separately indicates all such Indebtedness that is owed by WG Italy to a Related Person of WG Italy or Seller, including, in each case, the outstanding aggregate principal amount, accrued but unpaid interest, prepayment premiums, penalties and similar fees, and outstanding fees and expenses associated therewith. WG Italy is not insolvent.

(e) WG Italy has not made an assignment in favor of its creditors or a proposal in bankruptcy to its creditors or any class thereof or had any petition for a receiving order presented in respect of it. WG Italy has not initiated proceedings with respect to a compromise or arrangement with its creditors or for its winding up, liquidation or dissolution. No receiver has been appointed in respect of WG Italy or any of its property or assets and no execution or distress has been levied upon any of the property or assets of WG Italy. No act or proceeding has been taken or authorized by or against WG Italy with respect to any merger, consolidation, arrangement or reorganization of, or relating to, WG Italy nor have any such proceedings been authorized by any other Person.

(f) All accounts receivable reflected on the Interim Financial Statements represent, and on the Closing Date, the accounts receivables included as Current Receivables in the Closing Inventory and Receivables Certificate on such date shall represent, sales actually made or services actually performed in the Ordinary Course of Business in bona fide transactions, and are not subject to defense or counterclaims other than those arising in the Ordinary Course of Business and for which reserves have been established under GAAP and on a basis consistent with WG Italy's historical methods and practices in setting such reserves.

5.7 No Undisclosed Liabilities

. WG Italy does not have any Liability, except as (a) specifically reflected on and fully reserved against in the Interim Balance Sheet; or (b) incurred in the Ordinary Course of Business since January 1, 2023, that is not material, individually or in the aggregate, to WG Italy and does not arise out of any breach, default or violation of Law, Contract or Permit. All reserves established by WG Italy that are set forth in or reflected in the Interim Balance Sheet have been established in accordance with the Applicable Accounting Principles and are adequate.

5.8 Absence of Certain Changes, Events and Conditions

. Except as set forth on Schedule 5.8, since January 1, 2023, WG Italy has conducted its business and operations in the Ordinary Course of Business, there has not occurred any Material Adverse Effect, and WG Italy has not:

- (a) amended any of its Organizational Documents;
- (b) split, combined or reclassified any of its Equity Interests;
- (c) issued, granted, sold, encumbered or otherwise disposed of any of its Equity Interests; issued, granted, sold or encumbered any security, option, warrant, put, call, subscription or other rights of any kind, fixed or contingent, that directly or indirectly provides for the acquisition, issuance, sale, pledge or other disposition of any of its Equity Interests; or issued, granted, sold or encumbered any equity appreciation right, phantom equity, profit participation or similar right; redeemed or otherwise acquired any of its Equity Interests; or made any other changes in its equity capital structure;
- (d) redeemed, purchased or acquired any of its outstanding Equity Interests;
- (e) changed any rights, preferences, privileges or restrictions of any of its Equity Interests; accelerated or released any vesting or similar condition to the right to exercise any option, warrant or other right to purchase or otherwise acquire any of its Equity Interests;

- (f) made any material change in its businesses or operations, acquired (including by merger or consolidation) any business or entity, or otherwise acquired any material asset;
- (g) made any capital expenditures in excess of 75,000 euros (individually or in the aggregate) or entered into any Contract therefor;
- (h) made any loan, advance or capital contribution to, or any investment in, any entity, other than trade receivables arising in the Ordinary Course of Business;
- (i) made any change in any method of accounting or accounting practice of WG Italy, except as required by GAAP or applicable Law or as disclosed in the notes to the Financial Statements;
- (j) made any material change in the manner in which it extends discounts, credits or warranties;
- (k) created, incurred, assumed or guaranteed any Indebtedness or any Liability as a guarantor or surety with respect to the obligations of others;
- (l) declared or made any distribution, payment of cash or distribution of assets to, or pay, loan or advance any amount to, Seller;
- (m) terminated or failed to renew any Contracts for insurance without obtaining comparable replacement coverage;
- (n) delayed or accelerated payment of any account payable or other Liability beyond or in advance of its due date or the date when such Liability would have been paid in the Ordinary Course of Business;
- (o) canceled any debts owed to or claims held by WG Italy;
- (p) accelerated or delayed collection of any notes or accounts receivable in advance of or beyond their regular due dates or the dates when the same would have been collected in the Ordinary Course of Business;
- (q) entered into, modified, amended, terminated or granted any consent or waiver under any Material Contract, or any other Contract involving more than 1,000,000 euros, except for the renewal of any such Contract upon its expiration in accordance with its terms;
- (r) sold, leased (as lessor), transferred or otherwise disposed of (including any transfers to Seller), or mortgaged or pledged, or imposed or suffered to be imposed any Liens on, any of its Equity Interests or material assets or properties of WG Italy;
- (s) increased the compensation of its Business Employees, other than as provided for in any written agreements or annual increases in base compensation in the Ordinary Course of Business;
- (t) adopted, amended or modified any Employee Benefit Plan, the effect of which in the aggregate would increase the obligations of WG Italy by more than five percent (5%) of its existing annual obligations to such Employee Benefit Plan;

(u) acquired by merger or consolidation with, or by purchase of a substantial portion of the assets or Equity Interests of, or by any other manner, any business or any Person or any division thereof;

(v) incurred damage, destruction, or casualty loss with respect to any of its material assets or properties;

(w) adopted any plan of merger, consolidation, reorganization, liquidation (partial or complete) or dissolution or filing of a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consented to the filing of any bankruptcy petition against it under any similar Law;

(x) implemented any Business Employee layoffs, plant closings, reductions in force, furloughs, temporary layoffs, salary or wage reductions, work schedule changes or other similar actions;

(y) entered into any settlement, conciliation or similar agreement with any Governmental Authority or any other Person with respect to a pending or threatened Proceedings;

(z) transferred, assigned, abandoned, disposed or granted any license or sublicense of any material rights under or with respect to any Business Intellectual Property;

(aa) obtained Knowledge of any infringement claim relating to the Patents or any facts or circumstances which could result in a claim of infringement regarding the Patents; or

(bb) ~~(aa)~~ agreed to do any of the foregoing or any action or omission that would result in any of the actions described in clauses (a) through (~~z~~aa).

5.9 Compliance with Laws; Proceedings

. WG Italy is and has been since January 1, 2020 in compliance, in all material respects, with all applicable Laws. Other than in connection with the Chapter 11 Cases, there are no, and since January 1, 2020, there have been no, Proceedings pending or, to WG Italy's Knowledge, threatened against WG Italy. WG Italy does not have any Proceeding pending against any Person.

5.10 Governmental Licenses and Permits

. WG Italy holds all permits, licenses, orders, approvals, certificates, franchises, consents, waivers, concessions, exemptions, notices, registrations or other authorizations of any Governmental Authority (collectively, the "Permits") necessary for WG Italy to own, lease and operate its assets and properties and to carry on the Business as currently conducted. Seller has made available complete and accurate copies of all Permits to Buyer. All Permits held by WG Italy: (a) are valid and in full force and effect and WG Italy is not in default under, or in violation of, any such Permit, except for such defaults or violations which would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect and no suspension or cancellation of any such Permit is pending (other than pursuant to its terms) or, to WG Italy's Knowledge, threatened and (b) subject to entry of the Sale Order, each such Permit may be transferred or reissued to the Buyer in accordance with this Agreement and without the approval of any Person (other than the Bankruptcy Court). There are no, and since January 1, 2020, there have been no, Proceedings pending or, to the Knowledge of WG Italy, threatened, relating to the suspension, revocation, or modification of any Permit held by WG Italy. WG Italy is in

compliance with the terms and conditions of such Permits in all material respects. No notice of violation of any such Permit has been received from any Governmental Authority that is unresolved and, to WG Italy's Knowledge, no loss or expiration of any such Permit is pending or threatened, other than expiration in accordance with the terms thereof.

5.11 Title to and Sufficiency of Assets

. WG Italy has good, valid and marketable legal and beneficial title to, or a valid leasehold interest in, all assets and property owned or purported to be owned (or, as applicable, leased or licensed or purported to be leased or licensed) by WG Italy or used in the Business as conducted by WG Italy or to generate revenue for the Business (including those assets and properties reflected in the Interim Balance Sheet), free and clear of all Liens. Such assets and property are sufficient to conduct the Business and operations of WG Italy from and after the Closing without interruption and in the Ordinary Course of Business as conducted prior to the Closing and as proposed to be conducted following the Closing. ~~No~~Other than the Patents, no assets and properties owned or purported to be owned by Seller or any of the Companies are used or held for use in the Business or operations of WG Italy. All machinery, vehicles, equipment and other tangible personal property owned or leased by WG Italy or used in the Business or operations of WG Italy or to generate revenue for the Business is in good condition and repair, normal wear and tear excepted. WG Italy does not have any Contract, absolute or contingent, to sell or otherwise transfer any assets of WG Italy other than in the Ordinary Course of Business.

5.12 Environmental Matters

. WG Italy is, and since January 1, 2020, WG Italy and its predecessors have been, in compliance in all material respects with all Environmental and Safety Requirements, which compliance includes the possession by WG Italy of all Permits and other governmental authorizations required under Environmental and Safety Requirements and compliance with the terms and conditions thereof. Since January 1, 2020, neither WG Italy nor, to the Knowledge of Seller, any other Person has produced, sold, used, stored, transported, handled, released, discharged or disposed of any Hazardous Materials at any property owned or operated by WG Italy or property formerly owned or operated by WG Italy in a manner that materially violated, or is likely to result in Liability pursuant to, any applicable Environmental and Safety Requirements. Since January 1, 2020, WG Italy has not disposed of, or arranged for the disposal of, any Hazardous Materials at any property owned by any other Person in a manner that violates, or is likely to result in Liability pursuant to, any Environmental and Safety Requirements. Since January 1, 2020, WG Italy has not received written notice from any Person alleging that any facility owned or operated by WG Italy is in violation of, does not comply with, or is the basis for Liability under, any applicable Environmental and Safety Requirements.

5.13 Banks; Power of Attorney

. Seller has made available a true, correct and complete list of the names and locations of all banks in which WG Italy has accounts or safe deposit boxes and the names of all Persons authorized to draw thereon or to have access thereto. Schedule 5.13 sets forth the names of all Persons who hold a power of attorney to act on behalf of WG Italy.

5.14 Related Party Transactions

(a) None of WG Italy, Seller, any Related Person of Seller or WG Italy, or, to the Knowledge of Seller, any Family Member of any Related Person of Seller or WG Italy: (i) has

any interest in any material asset used in, held for use in or otherwise relating to the Business or operations of WG Italy; (ii) is indebted to WG Italy; (iii) is party to, or has any financial interest in, any Contract, transaction or business dealing involving WG Italy; or (iv) has, or has had, any claim or right against WG Italy.

(b) WG Italy has not (and has not been deemed to have for purposes of any Law), in any transaction with any Related Person of Seller or WG Italy or, to the Knowledge of Seller, any Family Member of a Related Person of Seller or WG Italy (i) received services or acquired or retained the use of property for consideration other than the fair market value thereof, (ii) disposed of property or performed services for consideration other than the fair market value thereof, or (iii) received or paid interest or any other amount other than at a fair market value rate from or to any Person with whom it does not deal at arm's length within the meaning of applicable Law.

5.15 Products

. Since January 1, 2020, WG Italy has not had any material Liability for non-conformity with any product specifications, contractual commitments, express and implied warranties, or applicable Laws in any material respect of any product designed, manufactured, sold, held in inventory, provided or delivered by WG Italy. WG Italy is or has not been since January 1, 2020, and none of its products are or have been since January 1, 2020, subject to any product recall, withdrawal, seizure, sequestration or quarantine, whether voluntarily or at the discretion or order of any Governmental Authority or otherwise. No Top Customer is entitled to or benefits from any guaranty or warranty obligation (other than implied warranties arising under Law) with respect to any products provided by WG Italy. No Top Customer is entitled to any material credit or right of set-off with respect to any products provided by WG Italy.

5.16 Insurance

. WG Italy has insurance policies in full force and effect (a) for such amounts as are sufficient for all requirements of Law and all Contracts to which it is a party or by which it is bound, and (b) in such amounts, with such deductibles and against such risks and Losses, as are reasonable for the business, assets and properties of WG Italy. Seller has made available a list of all insurance policies and all bonds held by or providing coverage to WG Italy, setting forth, in respect of each such policy, the policy name, policy number, carrier, term, type and amount of coverage and annual premium. Except to the extent of any deductible under such insurance policies, WG Italy is not self-insured against any material risk in connection with the businesses or operations of WG Italy. There is no material claim pending under any of such policies or bonds as to which coverage has been questioned, denied or disputed by the underwriters of such policies or bonds. All premiums due and payable under all such policies and bonds have been timely paid, and WG Italy is otherwise in compliance in all material respects with the terms of such policies and bonds. All such policies and bonds remain in full force and effect, and, to the Knowledge of Seller, there is no threatened termination of, or material premium increase with respect to, any of such policies or bonds.

5.17 Brokerage

. Except as set forth in Schedule 5.17, there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any Contract made by or on behalf of WG Italy, and Buyer will have no Liabilities in respect thereof.

5.18 Real Property

. Schedule 5.18 is a true, correct and complete list of each parcel of Owned Real Property, including the address of such Owned Real Property. With respect to each parcel of Owned Real Property: (a) WG Italy has good and marketable indefeasible fee simple title to such Owned Real Property, free and clear of all Liens except Permitted Liens; (b) WG Italy has not leased or otherwise granted to any Person the right to use or occupy such Owned Real Property or any portion thereof; (c) there are no outstanding options, rights of first offer or rights of first refusal to purchase such Owned Real Property or any portion thereof or interest therein; and (d) WG Italy has not received any written notice of any, and to WG Italy's Knowledge there is no pending or threatened, condemnation proceeding or other taking proceeding or proceeding to change or redefine the zoning classification of any portion of the Owned Real Property. WG Italy does not lease or sublease any real property. The Owned Real Property comprises all of the real property used by the Business. ~~All buildings, structures, facilities and improvements located on the Owned Real Property, including buildings, structures, facilities and improvements which are under construction (collectively, "Improvements") comply in all material respects with valid and current certificates of occupancy or similar Permits to the extent required by Laws for the use thereof, and conform in all material respects with all applicable Laws.~~

5.19 Employees

(a) Seller has made available a list of all Business Employees by name, position, date of hire, and compensation. Seller has made available lists of all Independent Contractors of the Business by name and the terms on which each Independent Contractor is engaged. To the Knowledge of Seller, each of the Business Employees will continue their respective employment with WG Italy or Buyer following the Closing, and no Business Employee plans to terminate employment with WG Italy.

(b) Except as set forth on Schedule 5.19(b), WG Italy is not party to, bound by or subject to any Labor Agreement, and no Business Employees are represented by any ~~labor organization, employee association, union, or a party to any Labor Agreement. Since January 1, 2020, WG Italy has not experienced any strike or material grievance, claim of unfair labor practices or other collective bargaining dispute. No labor organization, employee association, union, or group of Business Employees has made a pending demand for recognition. There are no organizational campaigns, representation proceedings, petitions, negotiations or other unionization activities seeking recognition of a collective bargaining unit or seeking a representation proceeding presently~~ a party to any Labor Agreement. There are no pending or, to ~~WG Italy's~~ the Knowledge of WG Italy, threatened ~~to be brought or filed with a labor relations tribunal~~ unfair labor practice charges, labor grievances, labor arbitrations, strikes, work stoppages, slowdowns, walkouts, lockouts, picketing or handbilling against or affecting the Business or WG Italy.

(c) To WG Italy's Knowledge, each Independent Contractor has been properly characterized as such.

(d) There are no complaints, charges or claims against WG Italy pending or, to WG Italy's Knowledge, threatened that could be brought or filed, in any court of law or arbitration forum or with any Governmental Authority based on, arising out of, in connection with, or otherwise relating to the employment, termination of employment of, failure to employ, or any other employment action taken in relation to any individual. WG Italy is in material compliance, and has been in material compliance since January 1, 2020, with all Laws relating to the employment of labor (including all such Laws relating to eligibility to legally be employed,

wages, hours, break periods, vacation, paid or unpaid leaves of absence, over-time, seating, any similar federal, state or local “mass layoff” or “plant closing” Laws, collective bargaining, discrimination, human rights, privacy, accessibility for persons with disabilities, retaliation, pay equity, employment equity, civil rights, safety and health, workers’ compensation, employment insurance, employer health tax, and the collection and payment of withholding and/or social security Taxes and any similar Tax) and, except for immaterial non-compliance, is in compliance, and has been in compliance, with all Contracts with Business Employees, former Business Employees and Independent Contractors.

5.20 Employee Benefit Plans

.

(a) With respect to the Employee Benefit Plans, (i) each of the Employee Benefit Plans has been operated and administered in all material respects in accordance with applicable Law and administrative or governmental rules and regulations and with any applicable collective bargaining agreement and all other agreements or instruments applicable to any Employee Benefit Plan, (ii) there is no Proceeding pending or, to WG Italy’s Knowledge, threatened in writing by, on behalf of or against any Employee Benefit Plan or any administrator or fiduciary thereof (other than routine claims for benefits).

(b) All employer and employee contributions to each Employee Benefit Plan required by Law or by the terms of such Employee Benefit Plan have been made, or, if applicable, accrued, in accordance with normal accounting practices. Each Employee Benefit Plan required to be registered has been registered and has been maintained in good standing with applicable regulatory authorities.

(c) WG Italy is in compliance, and since January 1, 2020 has complied, with the requirements and obligations pursuant to Trattamento di Fine Rapporto in all material respects. WG Italy is not the subject of any investigations, reviews, audits or inquiries by a governmental Authority related to non-compliance with Trattamento di Fine Rapporto.

5.21 Anti-Corruption & International Risk

.

(a) WG Italy, and, to the Knowledge of Seller, all directors, officers, employees and Affiliates of WG Italy, are in compliance with Anti-Corruption Laws and Global Trade Laws in all material respects. Neither WG Italy, nor, to the Knowledge of Seller, any of WG Italy’s directors, officers, employees or Affiliates, is the subject of any investigations, reviews, audits, or inquiries by a Governmental Authority related to Anti-Corruption Laws or Global Trade Laws, and, to the Knowledge of Seller, no investigation, review, audit, or inquiry by any Governmental Authority with respect to Anti-Corruption Laws or Global Trade Laws is pending or threatened.

(b) WG Italy, and, to the Knowledge of Seller, all of WG Italy’s directors, officers, employees and Affiliates, are not engaged in, and have not been engaged in, directly or knowingly indirectly, any business or dealings with, or used any corporate funds in violation of Law to contribute to or finance the activities of, any Person in any Restricted Country.

5.22 Intellectual Property

(a) Schedule 5.22(a) lists all registered, issued, or applied-for Intellectual Property owned by WG Italy (the “Owned Intellectual Property”), specifying, as applicable, the title, owner(s), jurisdiction, and issuance, registration or application numbers and dates. All such owned Intellectual Property is subsisting, valid, and enforceable and no such owned Intellectual Property is subject to, or has been subject to, any challenge, interference, opposition or other proceeding challenging the validity, enforceability, registrability, ownership, or use thereof. All right, title and interest in and to all of the Owned Intellectual Property is exclusively owned by WG Italy.

(b) Schedule 5.22(b) lists all material Contracts pursuant to which Intellectual Property is licensed to WG Italy (the “Licensed Intellectual Property” and, together with the Owned Intellectual Property, the “Business Intellectual Property”), and , to the Knowledge of Seller, WG Italy has a valid and enforceable license to use the Intellectual Property that is subject to such Contract, subject to the Bankruptcy Exceptions.

(c) WG Italy has not received any written notice from any Person alleging that the conduct of the Business infringes, misappropriates or violates, or has infringed, misappropriated or violated, any Intellectual Property rights of any other Person. To the Knowledge of Seller, no Person is currently engaging in any activity that infringes, misappropriates or violates any Owned Intellectual Property or the Patents.

5.23 Top Suppliers and Top Customers

(a) Seller has made available a true, correct and complete list of (i) the twenty (20) largest suppliers to WG Italy, taken as a whole (excluding utilities), by the aggregate dollar value of purchases by WG Italy for fiscal years ended September 30, 2021, 2022 and 2023 and during the one (1)-month period ended October 31, 2023 (collectively the “Top Suppliers” and each a “Top Supplier”) and (ii) with respect to each Top Supplier, such aggregate dollar value of purchases during each such period. Since January 1, 2020, no Top Supplier has terminated its relationship with WG Italy or demanded a material increase or change in the pricing or other terms of its relationship with WG Italy. WG Italy is not engaged in any material dispute with any Top Supplier, and, to the Knowledge of Seller, no Top Supplier intends to terminate, limit or reduce its business relations with, WG Italy, or materially increase or change the pricing or other terms of its business with WG Italy. To the Knowledge of Seller, no discussions, correspondence or notices from any Top Supplier would reasonably be construed to indicate that the change in ownership contemplated by this Agreement would cause such Top Supplier to terminate, limit or reduce its business relations with WG Italy, or materially increase or change the pricing or other terms of its business with WG Italy. To the Knowledge of Seller, the consummation of the transactions contemplated by this Agreement would not reasonably be expected to have an adverse effect on the business relationship of WG Italy with a Top Supplier.

(b) Seller has made available a true, correct and complete list of (i) the twenty (20) largest customers (consolidating into a single customer all affiliated customers) of WG Italy by the aggregate dollar value of sales by WG Italy, taken as a whole, for fiscal years ended September 30, 2021, 2022 and 2023 and during the one (1)-month period ended October 31, 2023 (collectively the “Top Customers” and each a “Top Customer”) and (ii) with respect to each Top Customer, such aggregate dollar value of sales during each such period. Since January

1, 2020, no Top Customer has terminated its relationship with WG Italy or demanded a material decrease or change in the pricing or other terms of its relationship with WG Italy. WG Italy is not engaged in any material dispute with any Top Customer, and, to the Knowledge of Seller, no Top Customer intends to terminate, limit or reduce its business relations with, WG Italy, or materially decrease or change the pricing or other terms of its business with WG Italy. To the Knowledge of Seller, no discussions, correspondence or notices from any Top Customer would reasonably be construed to indicate that the change in ownership contemplated by this Agreement would cause such Top Customer to terminate, limit or reduce its business relations with WG Italy, or materially decrease or change the pricing or other terms of its business with WG Italy. To the Knowledge of Seller, the consummation of the transactions contemplated by this Agreement would not reasonably be expected to have an adverse effect on the business relationship of WG Italy with a Top Customer.

5.24 Contracts and Commitments

(a) ~~Schedule 5.24(a) sets forth, by reference to the applicable subsection of this Section 5.23, Seller has made available a true, correct and complete list~~ all of the following Contracts to which WG Italy is a party, by which WG Italy or any of its assets or properties are bound, or in respect of which WG Italy receives revenue, including, but not limited to, the Patents (such Contracts and any other Contracts required to be so ~~disclosed~~listed, collectively, the “Material Contracts”):

(i) any Contract (A) with any Top Supplier or Top Customer or (B) providing for payments (whether fixed, contingent or otherwise) by or to WG Italy in an aggregate amount of 1,000,000 euros or more;

(ii) any Contract that (A) provides for the creation or development by WG Italy for any other Person, or for WG Italy by any other Person, of any Intellectual Property (including any joint development); (B) provides for the assignment or other transfer to WG Italy from any other Person, or by WG Italy to any other Person, of any ownership interest in Intellectual Property; (C) includes any grant of a license of any Intellectual Property to any other Person by WG Italy other than in the Ordinary Course of Business; or (D) includes any grant of a license of any Intellectual Property to WG Italy by any other Person (other than for commercially available software);

(iii) any Contract relating to a partnership, joint venture, joint marketing, joint development or similar joint arrangement with any Person;

(iv) any employment agreement or other Contract for or relating to WG Italy’s employment or engagement of any manager, officer, Business Employee or Independent Contractor, and any other Contract with WG Italy’s managers, officers, Business Employees or Independent Contractors, including any Contract requiring WG Italy to make a payment to any manager, officer, Business Employee or Independent Contractor in connection with the transactions contemplated by this Agreement or any Transaction Document;

(v) any Contract that provides for, or relates to, Indebtedness;

(vi) any Contract relating to the sale, issuance, grant, exercise, award, purchase, repurchase or redemption of any Equity Interests, any options, warrants or

other rights to purchase or otherwise acquire any Equity Interests, or any equity appreciation rights, phantom equity, profit participation or similar rights;

(vii) any Contract with any labor union, employee association or any collective bargaining agreement or similar Contract with Business Employees;

(viii) any settlement agreement with ongoing obligations entered into since January 1, 2020 (including any agreement under which any employment-related claim is settled);

(ix) any Contract of guarantee, support, indemnification, assumption or endorsement of, or any similar commitment with respect to, the Liabilities or Indebtedness of any other Person;

(x) other than routine employment-related Contracts, any Contract with a Related Person of WG Italy or Seller or, to the Knowledge of Seller, a Family Member of any such Related Person;

(xi) any Contract with ongoing obligations pursuant to which WG Italy has acquired a business or entity, or substantially all of the assets of a business or entity, whether by way of merger, consolidation, purchase of Equity Interests, purchase of assets, license or otherwise, [including any related to the Patents](#);

(xii) any Contract that restricts WG Italy from (A) engaging in any aspect of the Business, (B) participating or competing in any line of business, market or geographic area, (C) freely setting prices for its products (including most favored customer pricing provisions), (D) soliciting potential employees, consultants, contractors, suppliers or customers or (E) enforcing or using any Intellectual Property owned or purported to be owned by WG Italy, [including, but not limited to, the Patents](#);

(xiii) any Contract under which WG Italy grants any exclusive rights (including any exclusive license of Intellectual Property), rights of first refusal or rights of first negotiation to any Person;

(xiv) any Contract that involves (A) the sharing of profits with other Persons or (B) the payment of royalties to any other Person and

(xv) any Contract with any Governmental Authority, any prime contractor, higher-tier subcontractor or reseller to a Governmental Authority, or university, college or other post-secondary educational institution.

(b) All Material Contracts to which WG Italy is a party, by which WG Italy or any of its assets or properties are bound, or in respect of which WG Italy receives revenue that are required to be disclosed under this Agreement are in written form. True, correct and complete copies of all Material Contracts have been made available to Buyer.

(c) Each of the Material Contracts is in full force and effect. WG Italy is performing in all material respects all of the obligations required to be performed by it and is entitled to all of the material benefits under any Material Contract. There exists no material default or event, occurrence, condition or act with respect to WG Italy or, to the Knowledge of Seller, with respect to any other contracting party, which (with or without notice or lapse of time or both) would reasonably be expected to (i) become a material default under any Material Contract or (ii) give

any third party (A) the right to declare a material default, (B) the right to a rebate, chargeback, refund, credit, penalty or change in delivery schedule under any Material Contract, (C) the right to accelerate the maturity or performance of any obligation of WG Italy under any Material Contract, or (D) the right to cancel, terminate or modify in any material respect any Material Contract (it being understood that any modifications to payment terms or the duration of any Material Contract shall be deemed material). WG Italy has not received any written notice or, to WG Italy's Knowledge, other communication regarding any actual or possible violation or breach of or default under, or intention to cancel or modify, any Material Contract.

5.25 Data Privacy

.

(a) As it relates to the Business, WG Italy has been at all times since January 1, 2020, and remains, in compliance in all material respects with all applicable: (i) externally published policies relating to such Person's processing of Personal Information; (ii) the terms of any agreements to which WG Italy is bound relating to the processing of Personal Information; and (iii) Privacy Laws.

(b) Since January 1, 2020: (i) there have not been any Security Incidents related to the Business which adversely affected the Business in a material manner, and (ii) there have not been any claims or legal proceedings concerning WG Italy's use and/or processing of Personal Information.

5.26 Inventory

.

(a) The Inventory (including raw materials, supplies, work-in-process, finished goods and other materials) (i) are, taken as a whole, in good, merchantable and useable condition, (ii) are reflected in the Financial Statements at the lower of cost or market in accordance with GAAP, and (iii) in the case of finished goods, are of a quality and quantity historically saleable in the ordinary course of business and, in the case of all other inventories, are of a quality and quantity historically useable in the ordinary course of business. The inventory obsolescence policies of WG Italy are appropriate for the nature of the products sold and the marketing methods used by WG Italy, and the reserve for inventory obsolescence reflected in the Financial Statements fairly reflects the amount of obsolete inventory as of its date in accordance with GAAP.

(b) All Inventory is physically located at WG Italy's facility in Cellatica, Italy or third-party logistics warehouse. All tariffs, import duties and similar Taxes have been paid on all Inventory received from a third party, and no Inventory is currently held in a foreign trade zone of the United States or any equivalent free trade zone established by any other Governmental Authority.

5.27 Taxes

.

(a) All material Tax Returns required to be filed by WG Italy or with respect to any business conducted by WG Italy or any asset of WG Italy, have been duly and timely filed with the appropriate Taxing Authority, and all such Tax Returns are true, complete, and correct. All

material Taxes required to be paid by WG Italy or with respect to any business conducted by WG Italy or any asset of WG Italy, have been fully and timely paid. With respect to any period for which Tax Returns have not yet been filed or for which Taxes are not yet due or owing by WG Italy or with respect to any business conducted by WG Italy or any asset of WG Italy, WG Italy has sufficient accruals for such Taxes in the Financial Statements and their books and records.

(b) WG Italy has complied in all material respects with all applicable Laws relating to Taxes, including the payment and withholding of Taxes (including in connection with amounts paid, credited or owing, or deemed to be paid or credited, to or on behalf of any present or former Business Employee, Independent Contractor, creditor, equity holder, non-resident, or other Person), and has duly and timely withheld and paid over to the appropriate Taxing Authority all amounts required to be so withheld and paid under all applicable Laws, including the payment of estimated Tax due November 30, 2023. The amount of Tax withheld but not yet remitted by WG Italy has been retained in the appropriate accounts.

(c) All deficiencies asserted or assessments made as a result of any examinations by any Taxing Authority of the Tax Returns of, or including, WG Italy have been fully paid and there are no other audits or investigations by any Taxing Authority in progress, nor has the Seller or WG Italy received any written notice from any Taxing Authority that it intends to conduct such an audit or investigation.

5.28 No Other Representations and Warranties

. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE IV AND IN THIS ARTICLE V (INCLUDING THE RELATED PORTIONS OF THE DISCLOSURE SCHEDULES), BUYER ACKNOWLEDGES AND AGREES THAT THE TRANSFERRED EQUITY IS BEING ACQUIRED BY BUYER “AS IS” AND “WHERE IS” AND “WITH ALL FAULTS” AND ALL OTHER REPRESENTATIONS, WARRANTIES AND STATEMENTS OF ANY KIND OR NATURE EXPRESSED OR IMPLIED, WHETHER IN WRITTEN, ELECTRONIC OR ORAL FORM, AND THAT NEITHER SELLER NOR ANY OTHER PERSON HAS MADE OR MAKES, AND BUYER HAS NOT RELIED ON, IS NOT RELYING ON, AND WILL NOT RELY ON, ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, EITHER WRITTEN OR ORAL, ON BEHALF OF SELLER, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION REGARDING THE BUSINESS AND THE PURCHASED ASSETS FURNISHED OR MADE AVAILABLE TO BUYER, INCLUDING ANY INFORMATION, DOCUMENTS, PROJECTIONS, FORWARD-LOOKING STATEMENTS, FORECASTS OR BUSINESS PLANS OR ANY OTHER MATERIAL MADE AVAILABLE IN ANY “DATA ROOM,” ANY CONFIDENTIAL INFORMATION MEMORANDA OR ANY MANAGEMENT PRESENTATIONS IN EXPECTATION OF OR IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, OR ANY REPRESENTATION OR WARRANTY ARISING FROM STATUTE OR OTHERWISE IN LAW.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller that the following statements are true and correct:

6.1 Organization and Corporate Power

. Buyer is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of North Carolina.

6.2 Authorization of Agreement

. Buyer has all requisite ~~capacity~~, corporate power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement and required to be executed by Buyer in connection with the consummation of the transactions contemplated by this Agreement (collectively, the “Buyer Documents”), and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and each of the Buyer Documents, and the consummation of the transactions contemplated hereby and thereby, has been duly authorized and approved by all requisite action on the part of Buyer. This Agreement and each of the Buyer Documents has been duly and validly executed and delivered by Buyer and (assuming due authorization, execution, and delivery by the other parties hereto and thereto) this Agreement and each of the Buyer Documents constitute legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with their terms, subject to the Bankruptcy Exceptions.

6.3 Absence of Conflicts; Consents

(a) The execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby by Seller does not and shall not (with or without notice or lapse of time, or both) contravene, conflict with, result in any violation or breach of or default under, give rise to a right of termination, cancellation, or acceleration of any obligation or the loss of a material benefit under, give rise to any obligation of Buyer to make any payment under, or result in the creation of any Liens upon any of the properties or assets of Buyer under or pursuant to (i) the Organizational Documents of Buyer, (ii) any Contract or Permit to which Buyer is a party, or by which any of the properties or assets of Buyer are bound, (iii) any Order of any Governmental Authority applicable to Buyer or by which any of the properties or assets of Buyer are bound or (iv) any applicable Law, except, in each case, as would not, and would not reasonably be expected to, individually or in the aggregate, prevent, delay or otherwise be materially adverse to Buyer’s ability to consummate the transactions contemplated by this Agreement and to perform its obligations under this Agreement and the Buyer Documents.

(b) No consent, waiver, approval, Order, Permit or authorization of, or registration, declaration or filing with, or notification to, any Person or Governmental Authority is required by Buyer in connection with the execution and delivery of this Agreement and the Buyer Documents or the consummation of the transactions contemplated hereby or thereby, except for such consents, waivers, approvals, Orders, Permits, authorizations, registrations, declarations, filings or notifications that, if not obtained, made or given, would not, and would not reasonably be expected to, individually or in the aggregate, prevent, delay or otherwise be materially adverse to Buyer’s ability to consummate the transactions contemplated by this Agreement and to perform its obligations under this Agreement and the Buyer Documents.

6.4 Proceedings

. There are no Proceedings pending or, to the knowledge of Buyer, threatened against Buyer or any of its executive officers relating to Buyer that, individually or in the aggregate, would reasonably be expected to have an adverse effect on, or that are reasonably expected to prohibit or restrain, the ability of Buyer to enter into this Agreement and the other Transaction Documents or consummate the transactions contemplated by ~~this Agreement or any of the Buyer Documents in any material respect~~ hereby or thereby. Buyer is not subject to any outstanding order, judgment or decree issued by any Governmental Authority that, individually or in the aggregate, would reasonably be

expected to have an adverse effect, or that are reasonably expected to prohibit or restrain, the ability of Buyer to enter into the Transaction Documents or consummate the transactions contemplated thereby.

6.5 Brokerage

. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of Buyer for which Seller will have any Liability.

6.6 Sufficiency of Funds

. Buyer or its Affiliates have sufficient cash on hand or other sources of immediately available funds to enable Buyer, or an Affiliate of Buyer on behalf of Buyer, to make payment of the Purchase Price and to consummate the transactions contemplated hereby.

6.7 Independent Investigation

. Buyer has conducted its own independent investigation, review and analysis of WG Italy and the Transferred Equity, which investigation, review and analysis was done by Buyer and its Affiliates and representatives. In entering into this Agreement, Buyer acknowledges that it has relied solely upon the aforementioned investigation, review and analysis, the representations and warranties of Seller set forth in Articles IV and V hereof and the schedules associated therewith and not on any factual representations or opinions of Seller, the Companies or WG Italy, or its or their representatives. Buyer hereby agrees and acknowledges that (a) except as expressed in the representations and warranties made by Seller herein, as qualified by the Schedules, Buyer is purchasing the Transferred Equity on an "AS IS" and "WHERE IS" and "WITH ALL FAULTS" basis based on Buyer's own investigation of the Transferred Equity, (b) other than the representations and warranties made in Articles IV and V, as qualified by the Schedules, none of Seller, the Companies, their Affiliates or any of their officers, managers, members, directors, employees or representatives make or have made any representation or warranty, express or implied, at law or in equity, with respect to the Transferred Equity including as to (i) merchantability or fitness for any particular use or purpose, (ii) the operation of the Business after the Closing or (iii) the probable success or profitability of the Business and (~~Ec~~) except as set forth in this Agreement, none of the Companies, their Affiliates, or any of their officers, managers, members, directors, employees or representatives will have or be subject to any Liability or indemnification obligation to Buyer or to any other Person resulting from the distribution to Buyer, its Affiliates or representatives of, or Buyer's use of, any information relating to the Business, any information, documents, projections, forward-looking statements, forecasts or business plans or any other material made available in any "data room," any confidential information memoranda or any management presentations in expectation of or in connection with the transactions contemplated by this Agreement. Buyer further acknowledges that the consideration for the Transferred Equity specified in this Agreement has been agreed upon by the Companies and Buyer after good faith arms-length negotiation.

ARTICLE VII CLOSING CONDITIONS

7.1 Conditions to Obligations of Buyer

. The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to Buyer becoming the Successful Bidder (whether as a result of Seller receiving no Qualified Bid or Qualified Bids other than the bid set forth in this Agreement, or following the conclusion of the Auction, or thereafter as a result of the Successful Bidder failing to close) and to the satisfaction, on or before the Closing Date, of each of the following conditions (any of which may be

waived by Buyer, in whole or in part, in its sole and absolute discretion to the extent permitted by applicable Law):²

(a) Representations and Warranties and Covenants.

(i) Each Fundamental Representation shall be true and correct as of the Effective Date and as of the Closing Date (other than in the case of Fundamental Representations that are made as of a specified date, which Fundamental Representations shall be true and correct as of such specified date), without giving effect to materiality, Material Adverse Effect or similar qualification set forth therein.

(ii) Each of the representations and warranties of Seller contained in Article IV and Article V (other than the Fundamental Representations) shall be true and correct as of the Effective Date and as of the Closing Date as though made on and as of the Closing Date (other than in the case of representations and warranties that are made as of a specified date, which representations and warranties shall be true and correct as of such specified date) (without giving effect to materiality, Material Adverse Effect or similar qualification set forth therein) except where the failure of such representations and warranties to be so true and correct, individually or in the aggregate, has not had a Material Adverse Effect; and

(iii) Seller shall have duly performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by Seller on or prior to the Closing Date.

(b) No Injunctions or Restraints. No temporary restraining order, preliminary or permanent injunction or other judgment, order or decree issued by any Governmental Authority or under any Law (collectively, “Restraints”) shall be in effect, threatened in writing or pending restraining or preventing the consummation of the transactions contemplated by this Agreement or the other Transaction Documents; provided, that Buyer shall not have initiated such Restraint or taken any action in support of such Restraint.

(c) Sale Order. The Sale Order must be a Final Order and must be in form and content satisfactory to Buyer, and the Sellers shall have delivered to Buyer a certified copy of the Sale Order.

(d) Approvals. Any required approvals or applicable waivers from, or notice to be made to, any Governmental Authority shall have been obtained and made, including, but not limited to [Certificate of Usage] to be issue by the applicable Italian Governmental Authority.

(e) No Material Adverse Effect. Since the Effective Date, no Material Adverse Effect shall have occurred.

(f) Waiver of Claims. Each of the officers and directors of WG Italy shall sign and Seller shall deliver to Buyer a certification confirming and waiving any claim of liability by said officer or director against WG Italy for any actions or inactions prior to the Closing Date, including, but not limited to any claims of unpaid compensation.

² ~~Note to Draft: Additional closing conditions relating to Italian change of control to be added.~~

(g) ~~(f)~~ Closing Certificate. Seller shall have delivered to Buyer a certificate signed by an officer of Seller, dated as of the Closing Date, stating that the conditions set forth in Sections 7.1(a)(i), 7.1(a)(ii), 7.1(a)(iii) and 7.1(e) have been satisfied.

~~(g) Notary Public. An authorized officer of Seller shall have travelled to a mutually agreed upon location in Italy and signed (or on the Closing Date shall sign) the necessary transfer documentation as required by applicable Law of Italy in the presence of a notary public and such documentation shall be in form and substance reasonably satisfactory to Buyer and filed with the necessary Governmental Authority.~~

(h) Power of Attorney. A duly executed power of attorney authorizing an officer of Seller to execute all Transaction Documents on behalf of Seller in form and substance reasonably satisfactory to Buyer.

(i) Certified Translation. A certified translation of this Agreement and any other Transaction Documents from English to Italian.

(j) Balance Sheet Evidence. Seller shall have delivered, or cause to be delivered, evidence, satisfactory to Buyer, of there being no outstanding balances on the balance sheet of WG Italy, substantially similar to the balance sheet attached hereto as Schedule 3.1, for the following categories: “Cash and Cash Equivalents”, “Other Current Assets”, “Income Tax Receivable”, “Trade Accounts Payable”, “Employee Compensation and Related Liabilities”, “Other Accrued Liabilities”, “Accrued Income Taxes” and “Deferred Income Taxes”.

(k) Closing Deliverables. Seller shall have delivered, or cause to be delivered, all documents required to be delivered by it pursuant to Section 3.1.

7.2 Conditions to Obligations of Seller

. The obligation of Seller to perform any obligations hereunder, including to consummate the transactions contemplated by this Agreement, is subject to 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, on or before the Closing Date, of each of the following conditions (any of which may be waived by Seller, in whole or in part, in its sole and absolute discretion to the extent permitted by applicable Law):

(a) Representations and Warranties and Covenants.

(i) Each of the representations and warranties of Buyer contained in Article VI shall be true and correct as of the Effective Date and as of the Closing Date as though made on and as of the Closing Date (without giving effect to materiality, material adverse effect or similar qualification) except where the failure of such representations and warranties to be so true and correct, individually or in the aggregate, has not had a material adverse effect on the ability of Buyer to consummate the transactions contemplated hereby, except that the accuracy of representations and warranties that, by their terms, expressly speak as of a specific date other than the Effective Date will be determined as of such date; and

(ii) Buyer shall have duly performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with Buyer on or prior to the Closing Date.

(b) No Injunctions or Restraints. No Restraints shall be in effect, threatened in writing or pending restraining or preventing the consummation of the transactions contemplated by this Agreement or the other Transaction Documents; provided, that Seller shall not have initiated such Restraint or taken any action in support of such Restraint.

(c) Sale Order. The Sale Order must be a Final Order and must be in form and content satisfactory to Seller.

(d) Approvals. Any required approvals or applicable waivers from, or notice to be made to, any Governmental Authority shall have been obtained and made.

(e) Closing Certificate. Seller shall have delivered to Buyer a certificate signed by an officer of Seller, dated as of the Closing Date, stating that the conditions set forth in Sections 7.2(a)(i) and 7.2(a)(ii) have been satisfied.

~~(f) Notary Public. An authorized officer of Buyer shall have travelled to a mutually agreed upon location in Italy and sign the necessary transfer documentation as required by applicable Law of Italy in the presence of a notary public and such documentation shall be in form and substance reasonably satisfactory to Seller and filed with the necessary Governmental Authority.~~

(f) ~~(g)~~ Closing Deliverables. Buyer shall have delivered all documents required to be delivered by Buyer pursuant to Section 3.2.

7.3 Frustrations of Closing Conditions

. Neither Buyer nor Seller may rely, either as a basis for not consummating the transactions contemplated by this Agreement or terminating this Agreement and abandoning the transactions contemplated hereby, on the failure of any condition 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 act in good faith, comply with any provisions of this Agreement or use its commercially reasonable efforts to cause the Closing to occur, as required by Section 10.10.

ARTICLE VIII TAX MATTERS

8.1 Transfer Taxes

. Buyer shall be responsible for paying any and all transfer, documentary, sales, use, stamp and registration Taxes incurred in connection with this Agreement, and Buyer shall file all necessary Tax Returns and other documentation (subject to Seller's prior review and approval) with respect to all such transfer, documentary, sales, use, stamp and registration Taxes, and if required by applicable law, Seller shall, and shall cause its Affiliates to, join in the execution of any such Tax Returns and other documentation.

8.2 Tax Returns

(a) Buyer shall prepare or cause to be prepared and timely file or cause to be timely filed all Tax Returns of WG Italy for all taxable periods ending on or prior to the Closing Date and which are due after the Closing Date (each, a "Seller Return"). Each Seller Return shall be

prepared in accordance with all applicable Law and in a manner consistent with past practices of WG Italy unless otherwise required by applicable Law. No later than thirty (30) days prior to the date (including extensions) for filing any Seller Return, Buyer shall deliver a draft copy of the Seller Return to Seller for Seller's review and approval. If Seller disagrees with any provision of a draft Seller Return, it shall notify Buyer within fifteen (15) days of Seller's receipt of the draft Seller Return, and Seller and Buyer shall promptly work in good faith to resolve any disagreement.

(b) Buyer shall, at its expense, prepare or cause to be prepared and timely file or cause to be timely filed (i) all Tax Returns of the WG Italy for all taxable periods ending after the Closing Date and which are due after the Closing Date (other than any Seller Return), and (ii) all Tax Returns of WG Italy for all taxable periods which include, but do not end on, the Closing Date (any such taxable period, a "Straddle Period") that are filed after the Closing Date (each a "Buyer Return"). The Buyer Return for the Straddle Period shall be prepared in a manner consistent with past practices of WG Italy as represented to Buyer by Seller unless otherwise required by applicable Law. No later than thirty (30) days prior to the date (including extensions) for filing any Buyer Return, Buyer shall deliver a draft copy of the Buyer Return to Seller for Seller's review and approval. If Seller disagrees with any provision of such draft Buyer Return, it shall notify Buyer within fifteen (15) days of Seller's receipt of the draft Buyer Return, and Seller and Buyer shall promptly work in good faith to resolve any disagreement.

(c) If Seller and Buyer are unable to resolve any disagreement with respect to a Seller Return or a Buyer Return covering the Straddle Period, then Buyer and Seller shall engage the Accounting Firm to resolve any such disagreement in accordance with the provisions of Section 2.6 and this Section 8.2 *mutatis mutandis* (including with respect to the sharing of fees and expenses). If the Accounting Firm has not yet resolved any dispute prior to the deadline for filing such Seller Return or Buyer Return (including any applicable extensions), such Seller Return or Buyer Return shall be timely filed as originally prepared (with any agreed-upon adjustments), and be promptly amended in accordance with the Accounting Firm's resolution of each such remaining disputed issue. The Accounting Firm's resolution of any disputed issue with respect to any Seller Return or Straddle Period Buyer Return shall be final and binding on the parties except in the case of a subsequent adjustment by a Governmental Authority.

(d) Straddle Period Allocation. In the case of any Straddle Period, (a) real and personal property *ad valorem* Taxes, and other similar Taxes imposed on a periodic basis that, in each case, are not measured by or based on income, gross receipts, or payroll or other expenditures, shall be apportioned between the portion of such Straddle Period ending on the Closing Date and the portion of such Straddle Period beginning after the Closing Date on a daily pro-rata basis and (b) all other Taxes shall be apportioned between the portion of such Straddle Period ending on the Closing Date and the portion of such Straddle Period beginning after the Closing Date on a closing of the books basis as of the end of the Closing Date; provided, however, that exemptions, allowances, deductions or Taxes that are calculated on an annual basis, such as property Taxes and depreciation deductions, shall be apportioned between such two (2) taxable periods on a daily basis.

8.3 Cooperation on Tax Matters

. Buyer and Seller shall cooperate fully, as and to the extent reasonably requested by any Party, in connection with the filing of Tax Returns for the Business and any Proceeding with respect to Taxes for the Business. Such cooperation shall include the retention and (upon any Party's request) the provision of records and information which are reasonably relevant to any such Proceeding and Buyer making relevant employees reasonably available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Unless otherwise authorized by the

Bankruptcy Court, Seller agrees to deliver to Buyer a copy of but also to retain all books and records with respect to Tax matters and pertinent to the Business relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (and, to the extent notified by Buyer, any extensions thereof) for the respective taxable periods, and to abide by all record retention agreements entered into with any taxing authority.

8.4 Tax Controversies

. Buyer shall give prompt notice to Seller of the assertion of any claim, or the commencement of any Proceeding with respect to any Tax liability relating to a Pre-Closing Tax Period and shall give Seller such information with respect thereto as Seller may reasonably request. Seller may, at its own expense, participate in the defense of any such Proceeding. All Parties shall cooperate in the defense or prosecution of any Proceeding with respect to any Tax liability relating to a Pre-Closing Tax Period.

8.5 Bulk Transfers

. The Parties intend that pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Transferred Equity shall be free and clear of any Liens, including any liens or claims arising out of the bulk transfer laws if applicable, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with the “bulk sales,” “bulk transfers” or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the transactions contemplated by this Agreement.

ARTICLE IX TERMINATION

9.1 Termination of Agreement

(a) This Agreement may be terminated as follows:

(i) by mutual written consent of Buyer and Seller at any time prior to the Closing Date;

(ii) by the written notice of Buyer or Seller to the other if the Closing shall not have occurred on or prior to ~~the date that is one hundred (100) days after the Petition Date~~ January 31, 2024 (the “Outside Date”); provided, that such date may be extended by the mutual written consent of Buyer and Seller for a period of up to thirty (30) days to the extent that all conditions to Closing set forth in this Agreement are capable of being satisfied as of such time; and provided, further, that the right to terminate this Agreement under this Section 9.1(a)(ii) shall not be available to any Party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date;

(iii) by the written notice of Seller to Buyer (provided that Seller is not then in material breach of any representation, warranty, covenant or other agreement contained herein) if Buyer shall have breached or failed to perform in any material respect its covenants or other agreements contained herein or if any representation or warranty of any Buyer contained herein shall be or shall have become inaccurate in any

material respect, which breach, failure to perform or inaccuracy would (if it occurred or was continuing as of the Closing Date) result in a failure of the conditions set forth in Sections 7.1 or 7.2 to be satisfied, provided, that if such breach, failure to perform or inaccuracy may be cured by Buyer through the use of its reasonable best efforts, Buyer shall have ten (10) days after receipt of such notice to cure such breach and Seller may not terminate this Agreement under this Section 9.1(a)(iii) during such period (no such cure period shall be available or applicable to any such breach, failure to perform or inaccuracy which by its nature cannot be cured prior to the Outside Date);

(iv) by the written notice of Buyer to Seller if Seller has breached or failed to perform in any material respect its covenants or other agreements contained herein or if any representation or warranty of Seller contained herein shall be or shall have become inaccurate in any material respect, which breach, failure to perform or inaccuracy would (if it occurred or was continuing as of the Closing Date) result in a failure of the conditions set forth in Sections 7.1 or 7.2 to be satisfied, provided, that if such breach, failure to perform or inaccuracy may be cured by Seller through the use of their reasonable best efforts, Seller shall have ten (10) days after receipt of such notice to cure such breach and Buyer may not terminate this Agreement under this Section 9.1(a)(iv) during such period (no such cure period shall be available or applicable to any such breach, failure to perform or inaccuracy which by its nature cannot be cured prior to the Outside Date);

(v) by Buyer if: (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 by the Bankruptcy Court;

(vi) automatically, upon closing of an Alternative Transaction, if Seller enter into a definitive agreement with respect to an Alternative Transaction and the Bankruptcy Court enters an Order approving an Alternative Transaction and such Alternative Transaction closes;

(vii) by the written notice of Buyer or the Seller to the other if there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or if any non-appealable Restraint restraining or enjoining Buyer or the Seller from consummating the transactions contemplated by this Agreement is entered; provided, that the right to terminate this Agreement under this Section 9.1(a)(vii) shall not be available to a Party that initiated such Restraint or took action in support of such Restraint;

(viii) by written notice from Buyer to Seller, if the Companies announce any stand-alone plan of reorganization or liquidation (or support any such plan filed by any other party) that does not contemplate the transactions set forth herein;

(ix) by written notice from Buyer to the Company, if Buyer is not the Successful Bidder or the Backup Bidder at the Auction; and

(x) by written notice from Buyer to the Seller if the Stalking Horse Order is not entered prior to December 13, 2023.

(b) This Agreement shall terminate automatically in the event that: (i) Buyer is not chosen at the Auction to be the Successful Bidder or Backup Bidder; or (ii) Buyer is chosen at the Auction to be the Backup Bidder and the Backup Bid Expiration Date has expired.

9.2 Effect of Termination

(a) If this Agreement is terminated pursuant to Section 9.1, 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 10.1 (Publicity), Section 10.8 (Backup Bidder), Article XI (Miscellaneous) and this Section 9.2 shall remain in full force and survive any termination of this Agreement. Notwithstanding the foregoing, but except as contemplated in Section 9.2(b), 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.

(b) Following entry by the Bankruptcy Court of an order authorizing the sale to Buyer as the Successful Bidder, the Deposit shall be forfeited to Seller as liquidated damages if Buyer fails to consummate the sale as the result of a breach by Buyer of any of its obligations under this Agreement.

(c) Subject to Section 9.2(b), Seller shall return the Deposit to Buyer within five (5) Business Days (i) following entry by the Bankruptcy Court of an order authorizing the sale of the Purchased Assets to a Person other than Buyer who submitted a Qualified Bid, unless Buyer shall have been designated as the Backup Bidder, in which case Section 9.2(d) shall apply; or (ii) following termination by Buyer under Section 9.1.

(d) Subject to Section 9.2(b), in the event Buyer shall have been chosen as the Backup Bidder, Buyer's Deposit shall be returned to Buyer within five (5) Business Days following the date its bid is no longer required to be open and irrevocable as set forth in Section 10.8. If Buyer is subsequently designated by Seller as the Successful Bidder as a result of the failure of the Successful Bidder to close on the sale within the time period set forth in Section 10.6(a), Buyer shall be deemed to be the Successful Bidder and Seller and Buyer shall close the sale of the Purchased Assets within ten (10) Business Days of Buyer becoming the Successful Bidder. Subject to Section 9.2(b), the Deposit shall be held in escrow until such closing and applied to its obligations at the Closing in accordance with Section 2.5 and Section 3.2(a).

(e) Notwithstanding Section 9.2, (i) if this Agreement is terminated in accordance with this Agreement other than pursuant to Section 9.1(a)(i), Section 9.1(a)(ii) (solely with respect to Buyer's timely failure to close), Section 9.1(a)(iii), Section 9.1(a)(v), Section 9.1(a)(vii) or Section 9.1(x), and (ii) at the time of such termination, Buyer is not then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement that would result in a failure of a condition set forth in Section 7.1(a) or 7.1(b), then Seller will pay the Expense Reimbursement Amount to Buyer by wire transfer of immediately available funds, without further order of the Bankruptcy Court, within three (3) Business Days following such termination of this Agreement.

(f) Notwithstanding Section 9.2(a), (i) if this Agreement is terminated pursuant to Section 9.1(a)(ii) (solely for Seller's timely failure to close), Section 9.1(a)(iv), Section 9.1(a)(vi), Section 9.1(a)(viii) or Section 9.1(a)(ix) and (ii) at the time of such termination, Buyer is not then in material breach of any of its representations, warranties, covenants or agreements

contained in this Agreement that would result in a failure of a condition set forth in Section 7.1(a) or 7.1(b), then Seller will pay the Break-Up Fee to Buyer by wire transfer of immediately available funds, without further order of the Bankruptcy Court, within three (3) Business Days following such termination of this Agreement.

(g) Notwithstanding Section 9.2(a), the Parties agree that Buyer's right to the Break-Up Fee and the Expense Reimbursement Amount as set forth herein is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate Buyer for its efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision as of the date hereof. The Parties agree that if this Agreement is terminated in circumstances under which the Expense Reimbursement Amount and/or Break-Up Fee is payable, Buyer's receipt of the Expense Reimbursement Amount and/or the Break-Up Fee in accordance with this Agreement shall be the sole and exclusive remedy of Buyer against Sellers and any of their respective Affiliates for any Liability, damage or other loss suffered as a result of any breach of any representation, warranty, covenant or agreement in this Agreement or the failure of the transactions contemplated hereby to be consummated, and upon payment of such amounts, none of Sellers nor any of their respective Affiliates shall have any further monetary Liability relating to or arising out of this Agreement or the transactions contemplated by this Agreement.

(h) The obligation of Sellers to pay the Expense Reimbursement Amount and the Break-Up Fee is subject to approval by the Bankruptcy Court as part of the Stalking Horse Order and shall survive the termination of this Agreement.

(i) The Seller and Buyer acknowledge and agree that the agreements contained in Sections 9.2(d)-(h) are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, neither Buyer nor the Seller would enter into this Agreement.

ARTICLE X COVENANTS

10.1 Conduct of the Business

. From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), Seller shall, and shall cause WG Italy to: (a) conduct the Business in the Ordinary Course of Business; and (b) maintain and preserve intact the current organization, operation, business and franchise of WG Italy and to preserve the rights, franchises, goodwill and relationships of its Business Employees, customers, lenders, suppliers, regulators and others having business relationships with WG Italy. From the date hereof until the Closing Date, except as required by applicable Law or as consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), Seller shall not cause or permit WG Italy to take any action that would cause any of the changes, events or conditions described in Section 5.8 to occur. Seller agrees, during the period from the date of this Agreement until the earlier of the Closing or the termination of this Agreement not to, directly or indirectly, sell, assign or otherwise dispose of, or encumber, any of the Transferred Equity. Subject to Section 8.2, Seller shall be permitted to cause WG Italy to distribute to Seller, by distribution or otherwise, all cash and cash equivalents of WG Italy immediately prior to or at the Closing.

10.2 Notices to Governmental Authorities

. Prior to, at or after the Closing Date, in each case as required by or as determined to be advisable pursuant to applicable Law, Seller shall, and shall cause WG Italy to, cooperate with Buyer in completing and delivering to the applicable parties (including any pertinent Governmental Authorities), such change notices, certifications or other documentation related to the change of control contemplated hereby, as may be required pursuant to applicable Law or under the terms of any Contract, including under any employee benefit plan maintained by WG Italy or in which the Business Employees participate prior to Closing.

10.3 Press Releases and Announcements

. Neither Seller nor Buyer shall issue any press releases or public statements related to this Agreement and the transactions contemplated herein without the other Party's prior written consent, which consent will not be unreasonably conditioned, withheld or delayed, unless, in the reasonable judgment of Buyer or the Companies, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement; provided that the Party intending to make such release shall use its reasonable efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other Party with respect to the text thereof; provided further that the restrictions set forth herein shall not apply to the extent the information contained therein substantially reiterates (or is substantially consistent with) previous releases, public disclosures or public statements made in compliance with this Section 10.3.

10.4 Confidentiality

. Except to the extent reasonably necessary to obtain Bankruptcy Court approval of the transactions contemplated hereby, in which case, the Parties shall allow Buyer, on the one hand, or Seller, on the other hand, reasonable time to comment on the scope of such disclosure in advance of such disclosure, Seller and Buyer shall treat all nonpublic information provided or obtained in connection with this Agreement (including in connection with the access provisions of Section 10.5) and the transactions contemplated hereby as confidential in accordance with the terms of the Nondisclosure Agreement. The terms of the Nondisclosure Agreement are hereby incorporated by reference and shall continue in full force and effect until the Closing, at which time such Nondisclosure Agreement shall terminate. In the event of a conflict or inconsistency between the terms of this Agreement and the Nondisclosure Agreement, the terms of this Agreement will govern. If this Agreement is, for any reason, terminated prior to the Closing, the Nondisclosure Agreement shall continue in full force and effect in accordance with its terms.

10.5 Access to Information

. From the date hereof until the Closing, Seller shall, and shall cause WG Italy, to: (a) afford Buyer and its representatives reasonable access to and the right to inspect all of the real property, properties, assets, premises, books and records, Contracts and other documents and data related to WG Italy and reasonable access to Business Employees; (b) furnish Buyer and its representatives with such financial, business, operating and other data and information related to WG Italy as Buyer or any of its representatives may reasonably request, including all such information as shall be necessary to enable Buyer or its representatives to verify the accuracy of the representations and warranties contained in this Agreement, to verify that the covenants of Seller contained in this Agreement have been complied with and to determine whether the conditions set forth in Article VII have been satisfied; and (c) cause the representatives of WG Italy to cooperate with Buyer in its investigation of WG Italy; provided, however, that any such investigation shall be conducted during normal business hours upon reasonable advance notice to Seller, under the supervision of WG Italy's personnel and in such a manner as not to interfere with the normal operations of WG Italy. Upon reasonable request of Buyer, Seller shall cooperate with

and cause representatives of WG Italy to attend meetings of representatives of Buyer with customers, vendors and other business partners of WG Italy. All requests by Buyer for access pursuant to this Section 10.5 shall be submitted or directed exclusively to Seller, or such other individuals as Seller may designate in writing from time to time. From the date hereof until the Closing, without the prior written consent of Seller (such consent not to be unreasonably withheld, delayed or conditioned), Buyer shall not contact any suppliers to, or customers of, WG Italy and Buyer shall have no right to perform invasive or subsurface investigations of the Owned Real Property. Buyer shall, and shall cause its representatives to, abide by the terms of the Nondisclosure Agreement with respect to any access or information provided pursuant to this Section 10.5.

10.6 Bankruptcy Court Matters

(a) As promptly as practicable after the execution of this Agreement, Sellers will file with the Bankruptcy Court a motion (the “Stalking Horse Motion”) seeking entry of an Order acceptable to Buyer authorizing, among other things, the observance and performance of the terms of Sections 9.2(e) through (i) by the Companies and Buyer and deeming the Buyer as the “highest and best offer” for the Transferred Equity and approval of the Break-Up Fee (the “Stalking Horse Order”).

(b) From the date hereof until the earlier of (i) the termination of this Agreement in accordance with Article IX and (ii) the Closing Date, the Companies shall use reasonable best efforts to obtain entry by the Bankruptcy Court of the Stalking Horse Order, obtain entry of the Sale Order and consummate the transactions contemplated hereby.

(c) The Companies shall use commercially reasonable efforts to cause the Bankruptcy Court to enter the Sale Order by no later than 11:59 p.m. prevailing Eastern Time on December 29, 2023.

(d) The Companies and Buyer will promptly take such actions as are reasonably requested by Buyer to assist in obtaining entry of the Sale Order and any other Order reasonably necessary in connection with the transactions contemplated by this Agreement as promptly as practicable, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court and making such employees and representatives of Seller, Buyer, and their Affiliates available to testify before the Bankruptcy Court for purposes, among others, of providing necessary assurances of performance by Buyer of its obligations under this Agreement and all other agreements, instruments, certificates and other documents to be entered into or delivered in connection with the transactions contemplated by this Agreement and demonstrating that Buyer is a good faith buyer under Section 363(m) of the Bankruptcy Code.

(e) Each of the Companies and Buyer shall (i) appear formally or informally in the Bankruptcy Court if reasonably requested by the other Party or required by the Bankruptcy Court in connection with the transactions contemplated by this Agreement and (ii) keep the other reasonably apprised of the status of material matters related to this Agreement, including, upon reasonable request promptly furnishing the other with copies of notices or other communications received by any Company from the Bankruptcy Court or any third party and/or any Governmental Body with respect to the transactions contemplated by this Agreement.

(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, the Stalking Horse Order or the Sale Order, the Companies will promptly notify Buyer of such appeal, petition, motion or stay request and the Companies, with input from Buyer, will take all reasonable steps to defend against such appeal, petition, motion or stay request. Notwithstanding the foregoing, 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 if Buyer, in its sole discretion, waives in writing the condition set forth in Section 7.2(c)

(g) The Companies and Buyer shall comply with all of their respective obligations under the Bidding Procedures Order, the Stalking Horse Order (after the entry of such order by the Bankruptcy Court) and the Sale Order (after the entry of such order by the Bankruptcy Court).

(h) The Companies shall comply (or obtain an order waiving compliance) with all requirements under the Bankruptcy Code and Bankruptcy Rules in connection with obtaining approval of the transactions contemplated by this Agreement. The Companies shall serve on all required Persons, including: (i) all Persons who are known to possess or assert a Claim or Lien against or interest in the Purchased Assets; (ii) all applicable Governmental Authorities; (iii) all other Persons required by any order of the Bankruptcy Court, the Bankruptcy Code or the Bankruptcy Rules; and (iv) using commercially reasonable efforts to serve any other Persons that Buyer reasonably may request, any notice of the motions, hearings, or orders necessary to comply with its obligations under this Section 10.6 and to consummate the transactions contemplated hereby.

10.7 Bankruptcy Court Approval

. Buyer and the Companies acknowledge that, under the Bankruptcy Code, the sale of Purchased Assets are subject to approval of the Bankruptcy Court. Buyer and the Companies acknowledge that to obtain such approval, the Companies must demonstrate that they have taken reasonable steps to obtain the highest or best value possible for the Purchased 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 Purchased Assets to prospective bidders, entertaining higher or better offers from Qualified Bidders and, if necessary, conducting an Auction and selling the Purchased Assets to another Qualified Bidder.³

10.8 Backup Bidder

. If an Auction is conducted, and Buyer is not the Successful Bidder at the conclusion of such Auction but is the next highest bidder at the Auction, Buyer shall be required to serve as the Backup Bidder and keep Buyer's bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be revised in the Auction) open and irrevocable until this Agreement is otherwise terminated. If the Successful Bidder fails to consummate the applicable Alternative Transaction as a result of a breach or failure to perform on the part of such Successful Bidder, then the Backup Bidder will be deemed to have the new prevailing bid, and the Companies may consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may have been improved upon in the Auction). Buyer acknowledges that time is of the essence in achieving Closing and shall undertake all commercially reasonable efforts to reach Closing in a timely manner.

³ ~~Note to Draft: Bid protections subject to court approval referenced elsewhere.~~

10.9 Preservation of Records; Post-Closing Access and Cooperation

. For a period of seven (7) years from the Closing Date (or longer if required by applicable Law), Buyer shall (a) retain the books and records (including personnel files) of WG Italy relating to periods prior to the Closing in a manner reasonably consistent with the prior practices of WG Italy; and (b) upon reasonable prior written notice, afford Seller reasonable access (including the right to make, at Seller's expense, photocopies), during normal business hours, to the books and records of WG Italy with respect to the periods or occurrences prior to or on the Closing Date for the sole purpose of examining such books and records as they relate to any such claim; provided, that nothing herein shall require Buyer or WG Italy to provide access to, or to disclose any information to, Seller if such access or disclosure would, in the written determination of Buyer's outside legal counsel: (i) jeopardize any attorney-client or other legal privilege or (ii) contravene any applicable Law.

10.10 Closing Conditions

. From the date hereof until the Closing, upon the terms and subject to the conditions herein provided, (a) Seller shall use commercially reasonable efforts to take such actions as are necessary to expeditiously and timely satisfy the closing conditions set forth in Section 7.2, and (b) Buyer shall use commercially reasonable efforts to take such actions as are necessary to expeditiously and timely satisfy the closing conditions set forth in Section 7.1. For avoidance of doubt and without otherwise limiting or expanding the foregoing, neither Seller nor any Affiliate of Seller shall be obligated to make any payments or otherwise pay any consideration to any third party to obtain any applicable consent, waiver or approval, unless the payment of such consideration is required by applicable Law or the terms of the applicable Contract.

10.11 Notification of Certain Matters

. Prior to the Closing, Seller shall timely provide notice to Buyer of (a) any Material Adverse Effect, (b) any breach of a representation, warranty, covenant or other agreement of Seller under this Agreement that would reasonably be expected to cause a condition in Article VII not to be satisfied, (c) any Proceeding or Order that is threatened, brought, asserted or commenced against Seller or WG Italy which would have been disclosed pursuant to any of the representations and warranties set forth in Article IV or Article V if such Proceeding or Order had arisen prior to the date of this Agreement, (d) any notice or other communication from any third party alleging that the consent of such third party is or may be required in connection with the transactions contemplated by this Agreement, and (e) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement or any Transaction Document.

~~10.12 2024 Lead Ingots Purchase Agreement~~

~~. Following the date hereof and prior to the Closing, Seller shall, and shall cause WG Italy to, use reasonable best efforts to enter into a purchase agreement with WG Italy's existing lead supplier for the purchase of lead ingots for the calendar year ending December 31, 2024, the term of which agreement shall be limited to twelve (12) months and the pricing to be on substantially similar terms as were set forth in the~~

~~existing agreement between WG Italy and such supplier.~~

10.12 ~~10.13~~ Change of Name

. Within fifteen (15) Business Days after the Closing Date, Buyer shall cause WG Italy change its name to a name that does not include, and is not similar to or confusing with, "Water

Gremlin”; for clarity, such name may include “Aquila”. Notwithstanding the foregoing, WG Italy will be free to use the name “Water Gremlin Aquila Company S.p.A, a Società per Azioni,” to the extent necessary for WG Italy to collect its accounts receivable after Closing.

10.13 Sole Shareholder Disclosures under Italian Law

. Within thirty (30) days after the Closing Date, Buyer shall cause WG Italy to be compliant with the sole shareholder declarations requirements set forth in article 2362 of the Italian civil code and thus make all the relevant filing with the relevant Governmental Authority on this respect.

10.14 Worldwide Sale

. Seller and WG MN hereby agree that nothing herein shall be interpreted to limit the rights of Buyer or WG Italy to distribute and sell its products worldwide, including without limitation, in the United States and including without limitation products and inventions covered by the Patents and by the patents licensed to WG Italy by WG MN pursuant to the license agreement described in Section 3.1(f)(ii), whether or not such products and inventions are in competition with the business conducted by the Companies following the Closing.

ARTICLE XI MISCELLANEOUS

11.1 Non-Survival of Representations, Warranties and Covenants

. Each of the representations, warranties and covenants (other than covenants that, by their terms, survive the Closing or termination of this Agreement) in this Agreement or any agreement or certificate to be executed or delivered in connection with the transactions contemplated by this Agreement shall terminate at the Closing or upon termination of this Agreement pursuant to Section 6.1 and, following the Closing or the termination of this Agreement, as the case may be, no Party shall make any claim whatsoever for any breach of any such representation, warranty or covenant hereunder, subject to Section 6.2. Each covenant that explicitly contemplates performance after the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms, and if no term is specified, then for five (5) years following the Closing Date, and nothing in this Section Article VI will be deemed to limit any rights or remedies of any Person for breach of any such surviving covenant.

11.2 Amendment and Waiver

. This Agreement may be amended, supplemented or changed only in writing executed by each Party and any provision of this Agreement may be waived only if such waiver is set forth in a writing executed by the Party granting such waiver. No course of dealing between or among any Persons having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Party under or by reason of this Agreement. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy, including injunctive relief. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law or equity.

11.3 Notices

. All notices or other communications required or permitted under, or otherwise made in connection with, this Agreement shall be in writing and shall be deemed to have been duly given or made (a) when delivered in person by hand (with written confirmation of receipt), (b) upon written confirmation of receipt when transmitted by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, or (d) on the next Business Day if transmitted by national overnight courier (with written confirmation of receipt), in each case, addressed as follows (or to such other addresses as the addressees shall indicate in accordance with the provisions hereof):

Notices to Seller:

4400 Otter Lake Rd
White Bear Township, MN 55110

Attention: Bradley J. Hartsell
Email: bradley.hartsell@watergrem.com

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

Dorsey & Whitney (Delaware) LLP
300 Delaware Avenue, Suite 1010
Wilmington, DE 19801
Attention: Eric Schnabel
Email: schnabel.eric@dorsey.com

Attention: Alessandra Glorioso
Email: glorioso.alessandra@dorsey.com

Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402
Attention: Mark Kaster
kaster.mark@dorsey.com
Attention: Ben Kappelman
kappelman.ben@dorsey.com
Attention: Morgan Helme
helme.morgan@dorsey.com

Notices to Buyer:

133 Fanjoy Road
Statesville, NC 28625

Attention: Paolo Invernizzi,
Email: paolo.invernizzi@accuma.it

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

Moore & Van Allen PLLC
100 N. Tryon St., Ste. 4700
Charlotte, NC 28202

Attention: Luis Lluberas
Email: luislluberas@mvalaw.com
32

11.4 Binding Agreement; Assignment; No Third Party Rights

. 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 Seller under Chapter 11 or Chapter 7 of the Bankruptcy Code and any Person appointed as a successor to Seller pursuant to a confirmed Chapter 11 plan). No Party may delegate any performance of its obligations under this Agreement, except that Buyer may at any time delegate the performance of its obligations to any Affiliate of Buyer so long as Buyer remains fully responsible for the performance of the delegated obligation. Nothing expressed or referred to in this Agreement will be

construed to give any Person, other than the Parties to this Agreement (which includes any trustee, receiver, receiver-manager, interim receiver or monitor or similar officer appointed in any respect of Seller under Chapter 11 or Chapter 7 of the Bankruptcy Code and any Person appointed as a successor to Seller pursuant to a confirmed Chapter 11 plan).

11.5 Severability

. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Law, but if any provision of this Agreement is held to be prohibited by or invalid under Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement. Upon a determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties hereto as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

11.6 Construction

(a) The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Person.

(b) The Disclosure Schedule attached to this Agreement have been arranged in separately titled sections corresponding to sections of this Agreement; provided, each section of the Disclosure Schedule will be deemed to incorporate by reference all information disclosed in any other section of the Disclosure Schedule to the extent that the relevance of such information to such other schedules is readily apparent on its face and nothing therein is intended to broaden the scope of any representation or warranty contained in this Agreement. The mere inclusion of an item in the Disclosure Schedule as an exception to a representation or warranty shall not be deemed an admission to any Person, other than Buyer, that such item represents a material exception or material fact, event or circumstance or that such item has had or would be reasonably likely to have a Material Adverse Effect. In addition, matters reflected in the Disclosure Schedule are not necessarily limited to matters required by this Agreement to be reflected in the Disclosure Schedule. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature.

(c) In this Agreement, unless the context otherwise requires: (i) references to “the date hereof” shall mean as of the date of this Agreement; (ii) the words “hereof,” “herein,” “hereto,” “hereunder,” “hereby” and words of similar import shall refer to this Agreement as a whole and not to any provision of this Agreement; (iii) this “Agreement” shall be construed as a reference to this Agreement as may have been, or may from time to time be, amended, varied, novated or supplemented; (iv) “include,” “includes” and “including” are deemed to be followed by “without limitation” whether or not they are in fact followed by such words or words of similar import; (v) references to dollars or “\$” are to United States of America dollars; (vi) the word “or” shall be inclusive rather than exclusive whether or not it is used on its own or included in the phrase “and/or”; (vii) if the last day for the giving of any notice or the performance of any act required or permitted under this Agreement is a day that is not a Business day, then the time for the giving of such notice or the performance of such action shall be extended to the next

succeeding Business Day; and (viii) the execution, in and of itself, of this Agreement, and the negotiation of this Agreement by the Parties (including the transmission of any drafts of this Agreement between the Parties prior to the date hereof) shall not give rise to any right or claim of any kind by any third party, under any Contract or otherwise.

(d) The captions used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement shall be enforced and construed as if no caption had been used in this Agreement.

11.7 Expenses

. ~~Except~~ Whether or not the Closing takes place, ~~except~~ as otherwise expressly provided in this Agreement, Seller, ~~on herein~~ (including, for the avoidance of doubt, Section 9.2), the ~~one hand, Companies~~ and Buyer, ~~on the other hand~~, shall ~~each bear~~ pay all of their own fees, costs and expenses (including fees, costs and expenses of legal counsel, investment bankers, brokers or other representatives and consultants and appraisal fees, costs and expenses) incurred in connection with the negotiation, delivery and execution performance of this Agreement ~~and each, the other agreement, document and instrument contemplated by this Agreement~~ Transaction Documents, the performance of its obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby; it being acknowledged and agreed that all Transfer Taxes will be governed by Section 7.1 and all Cure Costs will be governed by Section 2.7.

11.8 Further Assurances

(a) Seller and Buyer shall use their commercially reasonable efforts to take, or cause to be taken, all actions necessary or appropriate to consummate the transactions contemplated by this Agreement. At or after the Closing, and without further consideration, Seller will execute and deliver to Buyer such further instruments of conveyance and transfer as Buyer may reasonably request to more effectively convey and transfer the Transferred Equity to Buyer, in each case, free and clear of all Liens.

(b) Without limiting the generality of the foregoing Section 12.7(a), to the extent that Seller knows of or shall discover, following the Closing, that title to, or possession of, any asset or property used or held for use in the business or operations of WG Italy is held by Seller or any Related Person of Seller (any such asset or property, a "Wrong Pocket Asset"), Seller shall provide prompt written notice thereof to Buyer. Upon the request of Buyer, Seller shall transfer and deliver, or cause to be transferred and delivered, any Wrong Pocket Assets to WG Italy or its designee without the payment by Buyer of any further consideration therefor within three (3) Business Days following such request.

11.9 Entire Agreement

. This Agreement (including the schedules and exhibits hereto) and the Transaction Documents represent the entire understanding and agreement between the parties with respect to the subject matter hereof, supersede all prior oral discussions and written agreements between the parties with respect to the subject matter hereof (including any term sheet or similar agreement or document relating to the transactions contemplated hereby), and can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement,

modification or waiver is sought. No oral statements or prior written material not specifically incorporated into this Agreement shall be of any force and effect.

11.10 Non-Recourse

. No past, present or future director, officer, manager, employee, organizer, incorporator, shareholder, member, partner, equity holder, Affiliate, agent, attorney or representative of Buyer or its Affiliates shall have any liability for any Liabilities of Buyer under this Agreement or the Buyer Documents of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby. No past, present or future director, officer, manager, employee, organizer, incorporator, shareholder, member, partner, equity holder, Affiliate, agent, attorney or representative of Seller or its Affiliates shall have any liability for any Liabilities of Seller under this Agreement or the Seller Documents of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

11.11 Governing Law

. This Agreement shall be governed by and interpreted and enforced in accordance with the Laws of the State of Delaware, without giving effect to the conflicts of law principles thereof.

11.12 Consent to Jurisdiction and Service of Process

. WHILE THE CHAPTER 11 CASES ARE PENDING, ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OBLIGATIONS HEREUNDER, SHALL BE BROUGHT IN THE BANKRUPTCY COURT. IF THE CHAPTER 11 CASES ARE NOT PENDING, OR IN THE EVENT THE BANKRUPTCY COURT ABSTAINS FROM HEARING A DISPUTE, ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OBLIGATIONS HEREUNDER, SHALL BE BROUGHT IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE OR ANY FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF DELAWARE. BY EXECUTING AND DELIVERING THIS AGREEMENT, THE PARTIES, IRREVOCABLY (I) ACCEPT GENERALLY AND UNCONDITIONALLY THE EXCLUSIVE JURISDICTION AND VENUE OF THESE COURTS; (II) WAIVE ANY OBJECTIONS WHICH SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT IN THE COURTS REFERRED TO IN CLAUSE (I) ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM; (III) AGREE THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO SUCH PARTY AT THEIR RESPECTIVE ADDRESSES PROVIDED IN ACCORDANCE WITH SECTION 12.2; AND (IV) AGREE THAT SERVICE AS PROVIDED IN CLAUSE (III) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER SUCH PARTY IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT. THE PARTIES HERETO IRREVOCABLY WAIVE, AND AGREE TO CAUSE THEIR SUBSIDIARIES TO WAIVE, THE RIGHT TO TRIAL BY JURY IN ANY ACTION TO ENFORCE OR INTERPRET THE PROVISIONS OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. NOTWITHSTANDING THE FOREGOING CONSENT TO JURISDICTION, SO LONG AS THE BANKRUPTCY COURT HAS JURISDICTION, EACH OF THE PARTIES AGREES THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE

JURISDICTION WITH RESPECT TO ANY MATTER UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND HEREBY SUBMITS TO THE JURISDICTION OF THE BANKRUPTCY COURT.

11.13 Remedies

. The Parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each of the Parties shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and the obligations of Buyer on the one hand, or Seller, on the other hand hereunder, not only by an action or actions for damages, but also by an action or actions for specific performance, injunctive and/or other equitable relief. The Parties waive any requirement for the securing or posting of any bond in connection with any such remedy. In any dispute arising out of or related to this Agreement, the applicable adjudicating body shall award to the prevailing Party (as determined by a court of competent jurisdiction pursuant to a final, non-appealable order), if any, the reasonable and documented out-of-pocket costs and fees (including those of attorneys, accountants, consultants and other advisors) incurred by such prevailing Party in connection with the dispute and the enforcement of its rights under this Agreement and, if the adjudicating body determines a Party to be the prevailing Party under circumstances where the prevailing Party won on some but not all of the claims and counterclaims, the adjudicating body may award the prevailing Party an appropriate percentage of such reasonable and documented out-of-pocket costs and fees incurred by the prevailing Party in connection with the adjudication and the enforcement of its rights under this Agreement.

11.14 Counterparts; Electronic Delivery

. This Agreement and any Transaction Document may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. In the event that a signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” or other electronic format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile, “.pdf,” or other electronic format signature page were an original thereof.

* * * * *

IN WITNESS WHEREOF, the undersigned have executed this Equity Purchase Agreement effective as of the date first written above.

SELLER:

WATER GREMLIN HOLDINGS, INC.

By: _____
Name: Bradley J. Hartsell
Its: President

State of Delaware

County of _____

Signed or attested before me on December _____, 2023 by Bradley J. Hartsell as an officer of Water Gremlin Holdings, Inc.

(Seal)

Signature of Notarial Officer

My Commission Expires: _____

Acknowledged and agreed for purposes of Sections 3.1 and 10.14:

WATER GREMLIN COMPANY

By:

Name: Bradley J. Hartsell

Its: President

State of Delaware

County of

Signed or attested before me on December , 2023 by Bradley J. Hartsell as an officer of Water Gremlin Company.

(Seal)

Signature of Notarial Officer

My Commission Expires:

IN WITNESS WHEREOF, the undersigned have executed this Equity Purchase Agreement effective as of the date first written above.

BUYER:

ACCUMA CORPORATION

By: _____

Name: Paolo Invernizzi

Its: President

State of Delaware

County of _____

Signed or attested before me on December _____, 2023 by Paolo Invernizzi as an officer of Accuma Corporation.

(Seal)

Signature of Notarial Officer

My Commission Expires: _____

Schedule 1.0
PATENTS

Specified Patents

<u>Perkins Ref. No.</u>	<u>Application No. Filing Date</u>	<u>Patent No. Issue Date</u>	<u>Title</u>	<u>Inventor s</u>	<u>Priority Claim</u>	<u>Status/Comment s</u>
<u>066146-80 11.WO00</u>	<u>PCT/US2004/04407 1 12/21/2004</u>	<u>n/a</u>	<u>Battery Part</u>	<u>Robert W. Ratte Norman E. Peterson</u>	<u>60/533,924 (01/02/2004)</u> <u>10/804,401 (03/18/2004)</u> <u>11/011,362 (12/13/2004)</u>	<u>Expired PCT Application; National Phase Entered in Brazil, Columbia, Europe, Japan & Mexico.</u>
<u>066146-80 11.EP00</u>	<u>04816050.1 12/21/2004</u>	<u>1700354 10/12/2011</u>	<u>Battery Part</u>	<u>Robert W. Ratte Norman E. Peterson</u>	<u>PCT/US2004/04407 1 (12/21/2004)</u>	<u>Issued Europe patent; expires December 21, 2024. Validated in Austria, Bulgaria, Czech Republic, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Luxembourg, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Turkey & United Kingdom.</u>
<u>066146-80 11.AT00</u>	<u>04816050.1 12/21/2004</u>	<u>1700354 10/12/2011</u>	<u>Battery Part</u>	<u>Robert W. Ratte Norman E. Peterson</u>	<u>PCT/US2004/04407 1 (12/21/2004)</u>	<u>Issued Austria patent; expires December 21, 2024.</u>
<u>066146-80 11.BG00</u>	<u>04816050.1 12/21/2004</u>	<u>1700354 10/12/2011</u>	<u>Battery Part</u>	<u>Robert W. Ratte Norman E. Peterson</u>	<u>PCT/US2004/04407 1 (12/21/2004)</u>	<u>Issued Bulgaria patent; expires December 21, 2024.</u>
<u>066146-80 11.CH00</u>	<u>04816050.1 12/21/2004</u>	<u>1700354 10/12/2011</u>	<u>Battery Part</u>	<u>Robert W. Ratte Norman E. Peterson</u>	<u>PCT/US2004/04407 1 (12/21/2004)</u>	<u>Issued Switzerland patent; expires December 21, 2024.</u>
<u>066146-80 11.CZ00</u>	<u>04816050.1 12/21/2004</u>	<u>1700354 10/12/2011</u>	<u>Battery Part</u>	<u>Robert W. Ratte</u>	<u>PCT/US2004/04407 1</u>	<u>Issued Czech Republic patent;</u>

				Norman E. Peterson	(12/21/2004)	expires December 21, 2024.
066146-80 11.EE00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/04407 1 (12/21/2004)	Issued Estonia patent; expires December 21, 2024.
066146-80 11.FI00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/04407 1 (12/21/2004)	Issued Finland patent; expires December 21, 2024.
066146-80 11.FR00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/04407 1 (12/21/2004)	Issued France patent; expires December 21, 2024.
066146-80 11.DE00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/04407 1 (12/21/2004)	Issued Germany patent; expires December 21, 2024.
066146-80 11.GR00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/04407 1 (12/21/2004)	Issued Greece patent; expires December 21, 2024.
066146-80 11.HU00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/04407 1 (12/21/2004)	Issued Hungary patent; expires December 21, 2024.
066146-80 11.IE00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/04407 1 (12/21/2004)	Issued Ireland patent; expires December 21, 2024.
066146-80 11.IT00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/04407 1 (12/21/2004)	Issued Italy patent; expires December 21, 2024.
066146-80 11.LU00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/04407 1 (12/21/2004)	Issued Luxembourg patent; expires December 21, 2024.
066146-80 11.NL00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte	PCT/US2004/04407 1	Issued Netherlands

				Norman E. Peterson	(12/21/2004)	patent; expires December 21, 2024.
066146-80 11.PL00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/04407 1 (12/21/2004)	Issued Poland patent; expires December 21, 2024.
066146-80 11.PT00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/04407 1 (12/21/2004)	Issued Portugal patent; expires December 21, 2024.
066146-80 11.RO00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/04407 1 (12/21/2004)	Issued Romania patent; expires December 21, 2024.
066146-80 11.SK00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/04407 1 (12/21/2004)	Issued Slovakia patent; expires December 21, 2024.
066146-80 11.SL00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/04407 1 (12/21/2004)	Issued Slovenia patent; expires December 21, 2024.
066146-80 11.ES00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/04407 1 (12/21/2004)	Issued Spain patent; expires December 21, 2024.
066146-80 11.SE00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/04407 1 (12/21/2004)	Issued Sweden patent; December 21, 2024.
066146-80 11.TR00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/04407 1 (12/21/2004)	Issued Turkey patent; expires December 21, 2024.
66146-801 1.GB00	04816050.1 12/21/2004	1700354 10/12/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/04407 1 (12/21/2004)	Issued United Kingdom patent; expires December 21, 2024.
066146-80 11.EP01	10196207.4 12/21/2004	2293360 06/13/2018	Battery Part	Robert W. Ratte	DIV of: EP 04816050.1	Issued Divisional European

				Norman E. Peterson	(12/21/2004)	Application; expires December 21, 2024. Validated in Spain, Luxembourg, Germany, Italy, Czech Republic, Poland, Romania and Austria.
066146-80 11.AT01	10196207.4 12/21/2004	2293360 06/13/2018	Battery Part	Robert W. Ratte Norman E. Peterson	validation phase of EP 2293360; DIV of: EP 04816050.1 (12/21/2004)	Issued Austria patent; expires December 21, 2024.
066146-80 11.CZ01	10196207.4 12/21/2004	2293360 06/13/2018	Battery Part	Robert W. Ratte Norman E. Peterson	Validation phase of EP 2293360; DIV of: EP 04816050.1 (12/21/2004)	Issued Czech Republic patent; expires December 21, 2024.
066146-80 11.DE01	10196207.4 12/21/2004	2293360 06/13/2018	Battery Part	Robert W. Ratte Norman E. Peterson	Validation phase of EP 2293360; DIV of: EP 04816050.1 (12/21/2004)	Issued Germany patent; expires December 21, 2024.
066146-80 11.ES01	10196207.4 12/21/2004	2293360 06/13/2018	Battery Part	Robert W. Ratte Norman E. Peterson	Validation phase of EP 2293360; DIV of: EP 04816050.1 (12/21/2004)	Issued Spain patent; expires December 21, 2024.
066146-80 11.LU01	10196207.4 12/21/2004	2293360 06/13/2018	Battery Part	Robert W. Ratte Norman E. Peterson	Validation phase of EP 2293360; DIV of: EP 04816050.1 (12/21/2004)	Issued Luxembourg patent; expires December 21, 2024.
066146-80 11.PL01	10196207.4 12/21/2004	2293360 06/13/2018	Battery Part	Robert W. Ratte Norman E. Peterson	Validation phase of EP 2293360; DIV of: EP 04816050.1 (12/21/2004)	Issued Poland patent; expires December 21, 2024.
066146-80 11.RO01	10196207.4 12/21/2004	2293360 06/13/2018	Battery Part	Robert W. Ratte Norman E. Peterson	Validation phase of EP 2293360; DIV of:	Issued Romania patent; expires December 21,

				E. Peterson	EP 04816050.1 (12/21/2004)	2024.
066146-80 11.IT01	10196207.4 12/21/2004	2293360 06/13/2018	Battery Part	Robert W. Ratte Norman E. Peterson	Validation phase of EP 2293360; DIV of: EP 04816050.1 (12/21/2004)	Issued Italy patent; expires December 21, 2024.
066146-80 11.WO04	PCT/US2010/04397 3 07/30/2010	n/a	Battery Parts and Associate d Systems and Methods	Robert W. Ratte Norman E. Peterson	12/533,413 (07/31/2009)	Expired PCT Application. National Phase Entered in Brazil, Columbia, Europe & Mexico.
066146-80 11.EP04	10805130.1 07/30/2010	n/a	Battery Parts and Associate d Systems and Methods	Robert W. Ratte Norman E. Peterson	PCT/US2010/04397 3 07/30/2010	Abandoned Europe Application.
066146-80 11.EP05	17189917.2 12/07/2017		Battery Parts and Associate d Systems and Methods	Robert W. Ratte Norman E. Peterson	10805130.1 07/30/2010 PCT/US210/43973 07/30/2010	Pending Divisional Europe Application.
066146-80 11.BR00	PI0417087-3 12/21/2004	PI0417087 -3 06/19/2018	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/04407 1 (12/21/2004)	Issued Brazil National Phase Application; Expires June 19, 2028
066146-80 11.CO00	06063425 12/21/2004	n/a	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/04407 1 (12/21/2004)	Abandoned Columbia application.
066146-80 11.MX00	PA/a/2006/004990 12/21/2004	287,342 06/08/2011	Battery Part	Robert W. Ratte Norman E. Peterson	PCT/US2004/04407 1 (12/21/2004)	Issued Mexico patent; expires December 21, 2024.
066146-80 11.MX01	MX/a/2011/000248 12/21/2004		Battery Part	Robert W. Ratte Norman E. Peterson	DIV of: PA/a/2006/004990 (12/21/2004)	Pending Divisional Mexico Application.
066146-80 11.VE00	2004-2195 12/20/2004		Battery Part and Method of	Robert W. Ratte Norman	60/533,924 (01/02/2004)	Pending Venezuela application.

			Making	E. Peterson	10/804,401 (03/18/2004)	
066146-80 11.WO04	PCT/US2010/04397 3 07/30/2010	n/a	Battery Parts and Associated Systems and Methods	Robert W. Ratte Norman E. Peterson	12/533,413 (07/31/2009)	Expired PCT Application. National Phase Entered in Brazil, Columbia, Europe & Mexico.
066146-80 11.BR04	BR102012002599-0 07/30/2010	n/a	Battery Parts and Associated Systems and Methods	Robert W. Ratte Norman E. Peterson	PCT/US2010/04397 3 07/30/2010	Abandoned Brazil application.
066146-80 11.CO04	06063425 07/30/2010	n/a	Battery Parts and Associated Systems and Methods	Robert W. Ratte Norman E. Peterson	PCT/US2010/04397 3 07/30/2010	Abandoned Columbia Application.
066146-80 11.MX04	PA/a/2006/004990 07/30/2010	332,696 07/06/2015	Battery Parts and Associated Systems and Methods	Robert W. Ratte Norman E. Peterson	PCT/US2010/04397 3 07/30/2010	Issued Mexico application. Expires July 30, 2030.

Schedule 2.2**2.2 Purchase Price (USD)**

	~~-\$ 6,500,000~~
(i) Equity Purchase Price	<u>\$ 9,000,000</u>
plus (ii) Estimated Closing Cash	<u>\$ 6,827,888</u>
~~minus (d) Closing Indebtedness Amount~~	~~-\$ (1,277,431)~~
	~~-\$ (523,802)~~
minus (e) ~~iii) Closing Excess~~ Retained <u>Debt & Liabilities (if any)</u>	<u>\$ 0*</u>
	~~-\$ 11,526,654~~
(a) Closing Consideration	<u>\$ 15,827,888</u>
Plus: 95% of Final Receivables	\$ 2,389,943
Plus: 95% of Final Inventory	\$ 5,012,417
(b) Post-Closing Consideration	<u>\$ 7,402,360</u>

Total Purchase Price (a+b)	\$ 18,929,014
-----------------------------------	----------------------

	~~-\$ 1,892,901~~
<i>Deposit</i>	<u><i>\$ 23,230,248</i></u>

2.4(c) At Closing

	~~-\$ 11,526,654~~
Estimated Closing Consideration	<u>\$ 15,827,888</u>
	~~-\$ (1,892,901)~~
Less: Deposit	<u>\$ (2,323,035)</u>
Less: 2.4(d) Estimated Closing Cash	<u>\$ (6,827,888)</u>
	~~-\$ 2,805,865~~
Buyer Payment At Closing	<u>\$ 6,676,965</u>

* Closing Indebtedness Amount	<u>\$ (1,277,431)</u>
Closing Retained Liabilities	<u>\$ (523, 802)</u>
	<u>\$ 1,801,233</u>
Excess Retained Debt & Liabilities	
(amount in excess of \$1,801,234)	<u>\$0</u>

Schedule 3.1

See attached.

Document comparison by Workshare Compare on Wednesday, December 20, 2023 12:34:27 AM

Input:	
Document 1 ID	file:///C:/Users/yulisa.courina/Downloads/FOR REDLINE Water Gremlin - Notice of Stalking Horse Designation - Stalking Horse Agreement-v1.docx
Description	FOR REDLINE Water Gremlin - Notice of Stalking Horse Designation - Stalking Horse Agreement-v1
Document 2 ID	file:///C:/Users/yulisa.courina/Downloads/Green Peace - Accuma - Equity Purchase Agreement-v13.docx
Description	Green Peace - Accuma - Equity Purchase Agreement-v13
Rendering set	Standard

Legend:	
<u>Insertion</u>	
~~Deletion~~	
<u>Moved from</u>	
<u>Moved to</u>	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	852
Deletions	213
Moved from	2
Moved to	2
Style changes	0
Format changes	0

Total changes	1069
---------------	------

Exhibit 2-A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

WATER GREMLIN COMPANY, et al.,¹

Debtors.

) Chapter 11

) Case No. 23-11775 (LSS)

) (Joint Administration Requested)

) Re: Docket No. 9, 115

**ORDER (A) APPROVING THE EQUITY PURCHASE AGREEMENT; (B) APPROVING
THE SALE TO THE PURCHASER OF CERTAIN ASSETS OF THE DEBTORS
PURSUANT TO SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE FREE AND
CLEAR OF ALL LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES;
(C) AUTHORIZING THE DEBTORS TO CONSUMMATE TRANSACTIONS
RELATED TO THE ABOVE; AND (D) GRANTING OTHER RELIEF**

Upon the motion (the “Motion”)² of the above-captioned Debtors and Debtors in possession (the “Debtors”) pursuant to sections 105(a) and 363 of title 11 of the United States Code (the “Bankruptcy Code”) and rules 2002, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) for entry of an order (this “Sale Order”) (a) authorizing and approving that certain Equity Purchase Agreement (the “Purchase Agreement”), dated as of December __, 2023, between the Debtors, as seller, and Accuma Corporation, as purchaser (the “Purchaser”), (b) approving the sale of certain of the Debtors’ assets, namely its equity ownership in Water Gremlin Aquila Company S.p.A., pursuant to the Purchase Agreement (the “Purchased Asset”), (c) authorizing the Debtors to consummate transactions related to the Purchase Agreement, and (d) granting other relief, all as more fully described in the Motion; and the Court

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: WG Sub, LLC (“WG Sub”) (0781), Water Gremlin Holdings, Inc. (“Holdings”) (9250), and Water Gremlin Company (“Water Gremlin”) (6396).

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined herein).

having entered on November 20, 2023, the *Order (I)(A) Establishing Bidding Procedures For The Sale Of All, Or Substantially All, Of The Debtors' Assets; (B) Approving Bid Protections; (C) Establishing Procedures Relating To The Assumption And Assignment Of Executory Contracts And Unexpired Leases; (D) Approving Form And Manner Of The Sale, Cure And Other Notices; (E) Scheduling An Auction And (F) Scheduling A Hearing To Consider (1) Approval Of The Sale Of The Debtors' Assets Free And Clear Of Claims, Liens And Encumbrances And (2) Approving The Assumption And Assignment Of Executory Contracts* [Docket No. 115] (the “Bidding Procedures Order”); and the Debtors having determined that the highest and otherwise best offer for the Purchased Asset was made by the Purchaser pursuant to the Purchase Agreement; and the Court having conducted a hearing on December 20, 2023 (the “Sale Hearing”), at which time all parties in interest were offered an opportunity to be heard with respect to the proposed sale of the Purchased Asset (the “Sale”), to consider the approval of the Sale pursuant to the terms and conditions of the Purchase Agreement, and the Court having considered: (i) the Motion and any objections thereto; (ii) the proposed Sale by Debtors to the Purchaser pursuant to the Purchase Agreement; (iii) evidence adduced, related thereto; and (iv) the full record in this Bankruptcy Case, including the record related to the hearing to consider the Bidding Procedures Order and the Sale Hearing held before the Court; all parties in interest having been heard, or having had the opportunity to be heard, regarding the approval of the Purchase Agreement and sale of the Purchased Asset and other transactions contemplated by the Purchase Agreement; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; it is hereby **FOUND, CONCLUDED, AND DETERMINED THAT:**³

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.

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

B. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. This Court has jurisdiction over the Motion and over the property of the Debtors, including the Purchased Asset to be sold, transferred, and conveyed pursuant to the Purchase Agreement, pursuant to 28 U.S.C. §§ 157 and 1334. Consideration of the Motion constitutes a core proceeding under 28 U.S.C. § 157(b)(2). Venue for the Cases and proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

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

E. The Purchased Asset constitutes property of the Debtors' estate and title thereto is vested in Debtors' estate within the meaning of section 541(a) of the Bankruptcy Code.

F. The statutory bases for the relief requested in the Motion are sections 105(a) and 363 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 9014 and Local Rule 6004-1.

G. On October 27, 2023 (the "Petition Date"), the Debtors filed a voluntary petition under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") commencing this Bankruptcy Case.

H. The Debtors are continuing in the management and operation of their business and property as Debtors in possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this Bankruptcy Case.

I. On November 7, 2023, the Office of the United States Trustee (the “U.S. Trustee”) appointed an official committee of unsecured creditors (the “Committee”) in this Bankruptcy Case pursuant to Section 1102 of the Bankruptcy Code.

J. This Court entered the Bidding Procedures Order on November 20, 2023 and the *Order Approving Designation of Accuma Corporation as Stalking Horse Bidder* [Docket No. 169] on December 12, 2023: (1) establishing bidding and auction procedures for the sale of the Purchased Asset; (2) designating a Stalking Horse and approving proposed bid protections to the Stalking Horse in accordance with the Purchase Agreement; (3) establishing procedures relating to the assumption and assignment of executory contracts and unexpired leases; (4) approving the form and manner of the sale, cure and other notices; and (5) scheduling the Auction and the Sale Hearing to consider the sale of the Purchased Asset.

K. As evidenced by the affidavits of service and publication previously filed with the Bankruptcy Court [Docket Nos. 41, 56, 155], due, proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the Auction, the Sale pursuant to this Sale Order has been provided in accordance with sections 102(1) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 9007, and 9014 and in compliance with the Bidding Procedures Order, to each party entitled to such notice, including, as applicable: (a) all entities known to have expressed a *bona fide* interest in a transaction with respect to the Purchased Asset within the past two years; (b) all entities known to have asserted any lien, claim or encumbrance in or upon any of the Purchased Asset; (c) all federal, state and local environmental, regulatory or taxing authorities or recording

offices that have a reasonably known interest in the relief requested by the Motion; (d) the U.S. Trustee; (e) counsel to the proposed Purchaser; (f) the Internal Revenue Service; (g) the Securities and Exchange Commission; (h) the U.S. Attorney for the District of Delaware; and (i) all persons and entities that have filed a request for service of filings in this Bankruptcy Case pursuant to Bankruptcy Rule 2002. With respect to entities whose identities are not reasonably ascertained by the Debtors, (i) publication of the Sale Notice on November 30, 2023 in *USA Today* (National Edition), the *Minnesota Star Tribune*, the *St. Paul Pioneer Press*, the *White Bear Press*; (ii) publication of an ad substantially in the form of the Sale Notice on TwinCities.com starting on November 30, 2023; (iii) postcards, on November 27 and 28, 2023, and emails, on November 24, 2023, substantially in the form of the Sale Notice mailed to residents in the relevant geographic areas around the Debtors' facility in White Bear Township, Minnesota; and (iv) evidenced by the affidavit of service filed by the Debtors' notice and claims agent on December 18, 2023 [Docket Nos. 182, 183], were, and are deemed, sufficient, and reasonably calculated under the circumstances to reach such entities. The notices described above were good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Auction, the Sale, and the Sale Hearing is, or shall be, required.

L. The Debtors and their professionals marketed the Purchased Asset and conducted the marketing and sale process in compliance with the Bidding Procedures and the Bidding Procedures Order. Based upon the record of these proceedings, creditors and other parties in interest and prospective purchasers were afforded a reasonable and fair opportunity to bid for the Purchased Asset.

M. Prior to commencement of the Bankruptcy Cases, the Debtors worked with their counsel and their investment banker, Intrepid Investment Bankers, to implement a process to

pursue a transaction or transaction that would allow the Debtors to maximize the value of the Purchased Asset. The Sale that is the subject of this Sale Order is the result of the Debtors' extensive efforts seeking to maximize recoveries to the Debtors' estates for the benefit of their creditors.

N. At the conclusion of the Auction and after reviewing all Qualified Bids (as defined in the Bidding Procedures), the Debtors determined in a valid and sound exercise of their business judgment that the highest or otherwise best Qualified Bid for the Purchased Asset was that of the Purchaser as set forth in the Purchase Agreement.

O. The Debtors have articulated good and sufficient reasons for this Court to grant the relief requested in the Motion regarding the sale process.

P. The Sale Notice provided all interested parties with timely and proper notice of the Sale contemplated by the Purchase Agreement, the Sale Hearing, and the Auction.

Q. The disclosures made by the Debtors in the Motion, the Sale Notice, and related documents filed with the Bankruptcy Court concerning the Purchase Agreement, the Auction, the Sale and the Sale Hearing were good, complete and adequate.

R. The Bidding Procedures set forth in the Bidding Procedures Order were non-collusive, proposed and executed in good faith as a result of arms'-length negotiations, and were substantively and procedurally fair to all parties.

S. The Debtors conducted the sale process in accordance, and have otherwise complied in all respects, with the Bidding Procedures Order. The sale process set forth in the Bidding Procedures Order afforded a full, fair, and reasonable opportunity for any entity to make a higher or otherwise better offer to purchase the Purchased Asset.

T. The terms contained in the Purchase Agreement constitute the highest and best offer for the Purchased Asset and will provide a greater recovery for the Debtors' estate than would be provided by any other available alternative.

U. The Purchase Agreement and the Sale contemplated thereby represent a fair and reasonable offer to purchase the Purchased Asset under the circumstances of the Bankruptcy Case. No other entity or group of entities has presented a higher or otherwise better offer to Debtors to purchase the Purchased Asset for greater economic value to the Debtors' estate than the Purchaser.

V. Approval of the Motion and the Purchase Agreement and the consummation of the Sale contemplated thereby are in the best interests of the Debtors, their creditors and estate, and other parties in interest.

W. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale because, among other reasons: (1) the Purchase Agreement constitutes the highest and best offer for the Purchased Asset; (2) the Purchase Agreement and the closing thereon will present the best opportunity to realize the value of the Purchased Asset on a going-concern basis and avoid decline and devaluation of the Purchased Asset; and (3) any other transaction would not have yielded as favorable an economic result.

X. The Purchaser is purchasing the Purchased Asset in good faith and is a good-faith buyer within the meaning of section 363(m) of the Bankruptcy Code and is not an "insider" of the Debtors (as defined under section 101(31) of the Bankruptcy Code). The Purchaser has proceeded in good faith in all respects in connection with this Bankruptcy Case in that: (1) the Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Asset; (2) the Purchaser complied at all times with the provisions in the Bidding

Procedures Order; (3) the Purchaser agreed to subject its bid to the competitive bidding procedures set forth in the Bidding Procedures Order; (4) all payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the Sale have been disclosed; (5) the Purchaser has not violated section 363(n) of the Bankruptcy Code by any action or inaction; and (6) the negotiation and execution of the Purchase Agreement, including the Sale contemplated thereby, were at arms' length and in good faith. The Purchaser, therefore, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

Y. The Purchase Agreement and the transactions contemplated thereby cannot be avoided under section 363(n) of the Bankruptcy Code. The Debtors and the Purchaser have not engaged in any conduct that would cause or permit the Purchase Agreement or the consummation of the transactions contemplated thereby to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

Z. The consideration provided by the Purchaser pursuant to the Purchase Agreement: (1) is fair and adequate and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia (including the Uniform Fraudulent Transfer Act); (2) is fair consideration under the Uniform Fraudulent Transfer Act; (3) is reasonably equivalent value, fair consideration, and fair value under any other applicable laws of the United States, any state, territory, or possession thereof, or the District of Columbia; and (4) will provide a greater recovery for the Debtors' creditors than would be provided by any other reasonably practicable available alternative.

AA. The Purchase Agreement, which constitutes reasonably equivalent value and fair consideration, was not entered into, and the Sale is not consummated, for the purpose of hindering,

delaying or defrauding creditors of the Debtors under the Bankruptcy Code or under any other law of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law. Neither the Debtors, nor the Purchaser have entered into the Purchase Agreement or is consummating the Sale with any fraudulent or otherwise improper purpose.

BB. By consummating the Sale, the Purchaser is not a mere continuation of Debtors or Debtors' estate, and there is no continuity between the Purchaser and the Debtors. By consummating the sale, the Purchaser is not holding itself out to the public as a continuation of the Debtors. The Purchaser is not a successor to the Debtors or the Debtors' estate by reason of any theory of law or equity, and the Sale does not amount to a consolidation, merger, or *de facto* merger of the Purchaser and the Debtors. Except as provided in the Purchase Agreement, neither the Purchaser nor any of its Affiliates shall assume any obligation or liability of Debtors or Debtors' estate, including any obligation under any collective bargaining agreement or labor practice agreement.

CC. A prohibition against creditors of the Debtors pursuing Liens or Interests (as defined below) against the Purchaser is necessary to induce the Purchaser to close the Sale and is therefore necessary to avoid irreparable injury to the Debtors' estates and will benefit all creditors.

DD. The Sale neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan of reorganization of the Debtors. The Sale does not constitute a *sub rosa* plan.

EE. The Debtors, acting by and through their existing agents, representatives, and officers, have full corporate power and authority to execute and deliver the Purchase Agreement and all other documents contemplated thereby, and no further consents or approvals are required

for the Debtors to consummate the Sale contemplated by the Purchase Agreement, except as otherwise set forth in the Purchase Agreement.

FF. The transfer of each of the Purchased Asset to the Purchaser will be, as of the Closing Date, a legal, valid, and effective transfer of such assets, and vests or will vest the Purchaser with all right, title, and interest of Seller to the Purchased Asset free and clear of all Liens or Interests accruing, arising or relating thereto any time prior to the Closing Date, unless otherwise specifically assumed pursuant to the Purchase Agreement; provided that such Liens or Interests shall attach to the proceeds of the Sale.

GG. The Debtors may sell the Purchased Asset free and clear of all Liens or Interests (as defined below) against Debtors, their estates, or the Purchased Asset (unless otherwise assumed in the 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. Those holders of Liens or Interests against the Debtors, their estates, or any of the Purchased Asset who did not object, or who withdrew their objections, and had notice of the Sale, to the Sale or the Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of such Liens or Interests that did object fall within one or more of the other subsections of section 363(f) and are adequately protected by having their Liens or Interests, if any, in each instance against Debtors, their estates, or any of the Purchased Asset, attach to the cash proceeds of the Sale ultimately attributable to the Purchased Asset in which such creditor alleges an interest, in the same order of priority, with the same validity, force, and effect that such creditor had prior to the Sale, subject to any claims and defenses that Debtors may possess with respect thereto.

HH. If the Sale were not free and clear of all Liens or Interests (except as otherwise assumed in the Purchase Agreement), or if the Purchaser would, or in the future could, be liable

for any of the Liens or Interests (except as otherwise assumed in the Purchase Agreement), the Purchaser would not have entered into the Purchase Agreement and would not consummate the Sale, thus adversely affecting the Debtors and their estates and creditors.

II. The Purchase Agreement and Sale must be approved and the Closing must occur promptly to preserve the value of the Debtors' assets.

JJ. The Sale constitutes a reasonable and sound exercise of Debtors' business judgment, is in the best interests of Debtors, their estates, creditors, and other parties in interest, and should be approved.

KK. The consummation of the Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including sections 105(a), 363(b), 363(f), and 363(m) of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Sale.

Based upon the foregoing findings and conclusions, the Motion and the record before the Court with respect to the Motion, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED that:

1. The relief requested in the Motion is granted as set forth herein.
2. Any and all objections and responses to the Motion that have not been withdrawn, waived, settled, or resolved, and all reservations of rights included therein, are hereby overruled and denied on the merits.
3. Notice of the Motion, the Auction, the Sale Hearing, and the Sale was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, and 6004.

Approval of the Sale of the Purchased Asset

4. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors and the Purchaser, acting by and through their existing agents, representatives and officers, are authorized, empowered, and directed to take any and all actions necessary or appropriate to: (a) consummate the Sale pursuant to and in accordance with the terms and conditions of the Purchase Agreement; (b) close the Sale as contemplated in the Purchase Agreement and this Sale Order; (c) transfer and assign all right, title, and interest to all property, licenses, and rights to be conveyed in accordance with the terms and conditions of the Purchase Agreement and (d) execute and deliver, perform under, consummate, and implement the Purchase Agreement and all additional instruments and documents that may be reasonably necessary or desirable to implement the 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 Purchase Agreement and such other ancillary documents. The Purchaser and the Debtors shall have no obligation to close the Sale except as provided for in the Purchase Agreement.

5. This Sale Order shall be binding in all respects upon the Debtors, their estates, all creditors (including the Committee), all holders of equity interests in the Debtors, all holders of any Liens or Interests (whether known or unknown) against the Debtors, any holders of Interests or Liens or Interests against or on the Purchased Asset, the Purchaser and all successors and assigns of the Purchaser, and any trustees, examiners, or other fiduciary under any section of the Bankruptcy Code, if any, subsequently appointed in this Bankruptcy Case or upon a conversion of this Bankruptcy Case to chapter 7 under the Bankruptcy Code.

6. The terms and provisions of the Purchase Agreement and this Sale Order shall inure to the benefit of the Debtors, their estates and creditors, the Purchaser, and their respective Affiliates, successors and assigns, and any other affected third parties, including all persons

asserting any Liens or Interests in the Purchased Asset to be sold to the Purchaser pursuant to the Purchase Agreement, notwithstanding any subsequent appointment of any trustee, party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee, party, entity, or other fiduciary such terms and provisions likewise shall be binding.

Sale and Transfer of the Purchased Asset

7. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, upon the Closing Date, and pursuant to and as otherwise set forth in the Purchase Agreement, the Purchased Asset shall be transferred to the Purchaser free and clear of all encumbrances, claims, interests, and liens, including Liens, Claims, mortgages, restrictions, hypothecations, reversionary rights, assignment rights, rights to specific performance, reimbursement rights, charges, indentures, loan agreements, instruments, consent rights, regulatory violations, collective bargaining agreements, leases, licenses, options, deeds of trust, security interests, other interests, conditional sale or other title retention agreements, pledges, and other liens (including mechanics', materialman's, and other consensual and non-consensual liens and statutory liens), judgments, demands, encumbrances, rights of first refusal, offsets, contracts, recoupment, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, or tax, decrees of any court or foreign or domestic governmental entity or quasi-governmental entity, or charges of any kind or nature, if any, including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, including any pension liabilities, retiree medical benefit liabilities, liabilities related to the Employee Retirement Income Security Act of 1974, liabilities related to the Internal Revenue Code, or any other liability relating to Debtors' current and former employees, including any withdrawal liabilities or liabilities under any collective bargaining agreement or labor practice agreement (to the extent not assumed under the

Purchase Agreement), of the Debtors or any of the Debtors' predecessors or Affiliates, claims, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of this Bankruptcy Case, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability (collectively, the "Liens or Interests"), with all such Liens or Interests to attach to the cash proceeds of the Sale in the order of their priority, with the same validity, force, and effect that they had against the Purchased Asset, subject to any claims and defenses the Debtors may possess with respect thereto. Furthermore, except as otherwise provided in the Purchase Agreement, the Purchaser and its Affiliates shall not have any liabilities for the prepetition and pre-Closing Date conduct of the Debtors or any of their officers, directors, employees, or agents, including any conduct which may be the subject of ongoing investigations by the federal government, and the federal government will not seek to set off or recoup any such investigation liabilities against payment obligations for post-Closing shipments of goods to the federal government.

8. 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 Purchased Asset and shall constitute a bill of sale transferring good and marketable title in such Purchased Asset to the Purchaser pursuant to the terms and allocations set forth in the Purchase Agreement.

9. Subject to the terms and conditions of this Sale Order, the transfer of Purchased Asset to the Purchaser pursuant to the Purchase Agreement and the consummation of the Sale and

any related actions contemplated thereby do not require any consents other than as specifically provided for in the Purchase Agreement, constitute a legal, valid, and effective transfer of the Purchased Asset, and shall vest Purchaser with right, title, and interest of the Debtors in and to the Purchased Asset as set forth in the Purchase Agreement, as applicable, free and clear of all Liens or Interests of any kind or nature whatsoever (except as otherwise specifically assumed in the Purchase Agreement), with all such Liens or Interests to attach to the cash proceeds of the Sale in the order of their priority, with the same validity, force, and effect that they had against the Purchased Asset, subject to any claims and defenses the Debtors may possess with respect thereto.

10. To the greatest extent available under applicable law and except as provided in the Purchase Agreement, the Purchaser, as provided by the Purchase Agreement, shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Purchased Asset, 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 Purchaser as of the Closing Date as provided by the 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 Purchased Asset sold, transferred, assigned, or conveyed to the Purchaser on account of the filing or pendency of this Bankruptcy Case or the consummation of the Sale. Nothing in this Order or the Final Purchase Agreement releases, nullifies, precludes, or enjoins the enforcement of any valid police or regulatory liability to a governmental unit, to which the Purchaser may be subject to as the owner or operator of any property that is a Purchased Asset after the date of entry of this Order; provided, however, that all rights and defenses of the Purchaser under nonbankruptcy law are preserved. Nothing in this Order or the Final Purchase Agreement authorizes the transfer or

assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order.

11. All entities that presently are, or on the Closing may be, in possession of some or all of the Purchased Asset to be sold, transferred, or conveyed (wherever located) to the Purchaser pursuant to the Purchase Agreement hereby are directed to surrender possession of the Purchased Asset to the Purchaser on the Closing Date. These entities were served with notice of this Sale as evidenced by the certificates of services filed at docket no. 155 of the court docket.

12. Upon consummation of the Sale set forth in the Purchase Agreement, if any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Liens or Interests against or in the Purchased Asset shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfactions, releases of all Liens or Interests that the person or entity has with respect to the Purchased Asset (unless otherwise assumed in the Purchase Agreement), or otherwise, then: (a) the Debtors hereby are authorized and directed to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Purchased Asset and (b) the Purchaser hereby is authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Liens or Interests in the Purchased Asset of any kind or nature (except as otherwise assumed in the Purchase Agreement). For the avoidance of doubt, to the extent necessary, upon consummation

of the Sale set forth in the Purchase Agreement, the Purchaser is authorized to file, with respect to the Purchased Asset, termination statements, lien terminations, or other amendments in any required jurisdiction to remove and record, notice filings or financing statements recorded to attach, perfect or otherwise notice any lien or encumbrance that is extinguished or otherwise released pursuant to this Sale Order under section 363 and the related provisions of the Bankruptcy Code.

13. All entities, including all lenders, debt security holders, equity security holders, governmental, tax, and regulatory authorities, parties to executory contracts and unexpired leases, customers, employees and former employees, dealers and sale representatives, and trade or other creditors holding Liens or Interests or Interests of any kind or nature whatsoever in or against the Debtors or the Purchased Asset arising under or out of, in connection with, or in any way relating to, the Debtors, the Purchased Asset, the operation of the Debtors' business prior to the Closing, or the transfer of the Purchased Asset to the Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting any Liens or Interests of any kind or nature whatsoever (except to the extent such Liens or Interests are assumed by the Purchaser pursuant to the Purchase Agreement) against the Purchaser and its successors, designees, permitted assigns, or property, or the Purchased Asset conveyed in accordance with the Purchase Agreement.

14. The Purchaser (and any assignee of the Purchaser's rights under the Purchase Agreement) and its respective owners, members, shareholders, managers, directors, officers, partners, employees, agents, attorneys, investment bankers and financial advisors are hereby generally released by the Debtors, their Affiliates, their respective estates and their respective owners, members, shareholders, managers, directors, officers, partners, employees, agents, attorneys, investment bankers and financial advisors from any and all claims that the Debtors and

their Affiliates or estates or any party claiming derivatively through the Debtors may have against the Purchaser, other than claims against the Purchaser arising under the Purchase Agreement or as otherwise provided in this Sale Order; provided however that such release will not be in effect until the later of the Closing or all obligations under the Purchase Agreement have been fulfilled.

15. As of and after the Closing: (a) each of the Debtors' creditors is hereby authorized and directed to execute such documents and take all other actions as may be necessary to release their Liens or Interests in the Purchased Asset (if any) as such Liens or Interests may have been recorded or may otherwise exist; and (b) any Purchased Asset that may be subject to a statutory or mechanic's lien shall be turned over and such liens shall attach to the sale proceeds in the same priority they currently enjoy with respect to the Purchased Asset.

No Successorship

16. Neither the Purchaser nor any of its Affiliates are successors to the Debtors or their estates by reason of any theory of law or equity, and neither the Purchaser nor any of its Affiliates shall assume or in any way be responsible for any liability or obligation of the Debtors or their estates, except as otherwise provided in the Purchase Agreement.

Backup Bid

17. At the Auction, the Debtors designated Wegmann Automotive, GmbH as the Backup Bidder for the assets that are subject to the Purchase Agreement. The Backup Bid shall remain open and irrevocable as set forth in the Bidding Procedures and Bidding Procedures Order, and in the event the Purchaser shall fail to close a Sale under the Purchased Agreement, the Debtors and the Backup Bidder shall close on a Sale, subject to final negotiations and execution of a purchase agreement, within the time period provided for in the Bidding Procedures Order and Bidding Procedures.

Time is of the Essence

18. Time is of the essence in consummating the Sale. In order to maximize the value of the Purchased Asset, it is essential that the sale and assignment of the Purchased Asset occur within the time constraints set forth in the Purchase Agreement.

Modification of the Automatic Stay

19. The automatic stay provisions of section 362 of the Bankruptcy Code are lifted and modified to the extent necessary to implement the terms and conditions of the Purchase Agreement and the provisions of this Sale Order.

Exclusion of Insider and Affiliate Causes of Action from Assets Purchased, Sold or Transferred

20. Notwithstanding anything else herein or in the Purchase Agreement, the following property and assets are not being purchased by the Purchaser or Sold by the Debtor under this Order or the Purchase Agreement and shall, solely to the extent finally determined by the Court to be property of the Debtors' estate(s) (other than Avoidance Actions, defined below, which are property of the Debtors' estate(s)) as of the Petition Date, remain property of the Debtors' estate(s): any claims, of any type or kind, of the Debtors' estates against any current or former Insiders or Affiliates (as such terms are defined in Bankruptcy Code §§ 101(2) and (31)) of the Debtors, including Avoidance Actions (defined below) against current or former Insiders or Affiliates (the "Excluded Claim Assets"). Nothing in this Order affects or limits the DIP Lender's liens in the proceeds of such Excluded Claim Assets, subject to the provisions of the *Final Order (I) Authorizing The Debtors To Obtain Postpetition Financing, (II) Granting Liens, (III) Modifying The Automatic Stay, And (IV) Granting Related Relief* [Docket No. 111].

21. Nothing in this Order shall be deemed to be a finding, or a ruling, as to the Debtors' estates' interest, or not, in any non-Avoidance Actions (defined below) against any current or

former Insiders or Affiliates of the Debtor (as such terms are defined in Bankruptcy Code §§ 101(2) and (31)). To the extent a creditor, or group of creditors, can assert a claim or claims unique to it or them under applicable law is not or are not cause(s) of action of the Debtors' estates, nothing in this Order will be deemed to render such claim or claims as causes of action of the Debtors' estates. All parties' rights to argue, dispute or assert that any claims (other than causes of action under Chapter 5 of Title 11 of the U.S. Bankruptcy Code, "Avoidance Actions") are or are not property of the Debtors or the Debtors' estates are fully preserved, and this Order shall not prejudice the rights of any party to contend that any claims (other than Avoidance Actions) are not property of the Debtors or the Debtors' estates.

Additional Provisions

22. Effective upon the Closing Date and except as otherwise provided in this Sale Order or the Purchase Agreement, all 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 Purchaser, its successors and assigns, or the Purchased Asset, with respect to any: (a) Liens or Interests arising under, out of, in connection with, or in any way relating to the Debtors, the Purchaser, the Purchased Asset, or the operation of the Debtors' business or the Purchased Asset prior to the closing of the Sale; or (b) successor liability (except to the extent the Purchaser specifically assumed successor liability pursuant to the Purchase Agreement), including the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Purchaser, its successors or assigns, assets, or properties, including with respect to the Liens or Interests; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Purchaser, its successors, assigns, assets, or properties; (iii) creating, perfecting, or enforcing any Liens or Interests against the Purchaser, its successors, assigns, assets, or properties;

(iv) asserting any setoff (except to the extent exercised prepetition), right of subrogation, or of any kind against any obligation due the Purchaser 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 this Court, or the agreements or actions contemplated or taken in respect thereof, or (vi) revoking, terminating, or failing or refusing to issue or renew any license, permit, or authorization to operate any of the Purchased Asset or conduct any of the businesses operated with the Purchased Asset.

23. Except as otherwise provided in the Purchase Agreement, the Purchaser shall have no obligation, as successor or otherwise (including with respect to successor or vicarious liabilities of any kind or character), to pay wages, bonuses, severance pay, benefits (including contributions or payments on account of any under-funding with respect to any and all pension plans) or any other payment to employees of the Debtors or their Affiliates. Except as otherwise provided in the Purchase Agreement, the Purchaser shall have no liability, as successor or otherwise (including with respect to successor or vicarious liabilities of any kind or character), with respect to any collective bargaining agreement, labor practice agreement, employee pension plan, employee welfare or retention, benefit, and/or incentive plan to which the Debtors or their Affiliates are a party and relating to the Debtors' business (including arising from or related to the rejection or other termination of any such agreement), and the Purchaser shall in no way, as successor or otherwise (including with respect to successor or vicarious liabilities of any kind or character), be deemed a party to or assignee of any such agreement, and no employee of the Purchaser shall be deemed in any way covered by or a party to any such agreement, and all parties to any such agreement are hereby enjoined from asserting against the Purchaser any and all Liens or Interests arising from or relating to such agreement.

24. Except as provided in the Purchase Agreement and without limiting other applicable provisions of this Sale Order, the Purchaser is not, by virtue of the consummation of the Sale, assuming, nor shall it be liable or responsible for, as a successor or otherwise (including with respect to successor or vicarious liabilities of any kind or character), under any theory of law or equity, including any theory of antitrust, environmental successor or transferee liability, labor law, *de facto* merger, or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter raised, which may be asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors, or any of their predecessors or Affiliates or any obligations of the Debtors or their predecessors or Affiliates arising prior to the Closing Date, for any liabilities, debts, commitments, or obligations (whether known or unknown, disclosed or undisclosed, absolute, contingent, inchoate, fixed or otherwise) in any way whatsoever relating to or arising from the Purchased Asset or the Debtors' operation of their business or use of the Purchased Asset on or prior to the Closing Date or any such liabilities, debts, commitments, or obligations that in any way whatsoever relate to periods on or prior to the Closing Date or are to be observed, paid, discharged, or performed on or prior to the Closing Date (in each case, including any liabilities that result from, relate to or arise out of tort or other product liability claims), or any liabilities calculable by reference to the Debtors or their assets or operations, or relating to continuing conditions existing on or prior to the Closing Date, including with respect to any of Debtors' predecessors or Affiliates, which liabilities, debts, commitments, and obligations are hereby extinguished insofar as they may give rise to successor liability, without regard to whether the claimant asserting any such liabilities, debts, commitments, or obligations has delivered to the Purchaser a release thereof. Without limiting the generality of the foregoing and except as provided in the Purchase Agreement, by virtue of the consummation of the Sale contemplated by

the Purchase Agreement, the Purchaser shall not be liable or responsible, as a successor or otherwise, including with respect to successor or vicarious liabilities of any kind or character, for the Debtors' liabilities, debts, commitments, or obligations, whether calculable by reference to the Debtors, arising on or prior to the Closing and under or in connection with: (a) any employment or labor agreements (including any collective bargaining agreements or labor practice agreements), consulting agreements, severance arrangements, change-in-control agreements or other similar agreement to which the Debtors are a party; (b) any pension, welfare, compensation or other employee benefit plans, agreements, practices, and programs, including any pension plan of the Debtors; (c) the cessation of the Debtors' operations, dismissal of employees, or termination (including rejection) of employment or labor agreements (including any collective bargaining agreements or labor practice agreements) or pension, welfare, compensation or other employee benefit plans, agreements, practices, and programs, obligations that might otherwise arise from or pursuant to the Employee Retirement Income Security Act of 1974, as amended, the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination and Employment Act of 1967, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Consolidated Omnibus Budget Reconciliation Act, or the Worker Adjustment and Retraining Notification Act; (d) workmen's compensation, occupational disease or unemployment or temporary disability insurance claims, (e) environmental liabilities, debts, claims or obligations arising from conditions first existing on or prior to Closing (including the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*; (f) any bulk sales, bulk transfer, or similar law; (g) any liabilities, debts, commitments, or obligations of, or

required to be paid by, the Debtors for any Taxes of any kind for any period; (h) any liabilities, debts, commitments, or obligations relating to the business of the Debtors or the Purchased Asset for or applicable to the pre-Closing period; (i) any litigation; and (j) any liability, whether pursuant to any state or any federal laws that arise from products manufactured or distributed by or on behalf of Debtors. The Purchaser has given substantial consideration under the Purchase Agreement for the benefit of the holders of any Liens or Interests. The consideration given by the Purchaser shall constitute valid and valuable consideration for the releases of any potential claims of successor liability of the Purchaser, which releases shall be deemed to have been given in favor of the Purchaser by all holders of Liens or Interests in or against the Debtors or any of the Purchased Asset.

25. The recitation, in the immediately preceding paragraph of this Sale Order, of specific agreements, plans, or statutes is not intended, and shall not be construed, to limit the generality of the categories of liabilities, debts, commitments, or obligations referred to therein.

26. Seller and the Purchaser hereby waive, and shall be deemed to waive, any requirement of compliance with, and any claims related to non-compliance with, the provisions of any bulk sales, bulk transfer, or similar law of any jurisdiction that may be applicable.

27. Following the Closing, no holder of a Claim or Interest in or against the Debtors or the Purchased Asset shall interfere with the Purchaser's title to or use and enjoyment of the Purchased Asset based on or related to such Claim or Interest or any actions that the Debtors may take in this Bankruptcy Case or any successor cases.

28. The Debtors shall be, and it hereby are, authorized to take all such actions as may be necessary to effectuate the terms of this Sale Order.

29. The Sale contemplated by the Purchase Agreement is undertaken by the Purchaser 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, unless such authorization and consummation of such Sale are duly stayed pending such appeal. The Purchaser is a good-faith buyer 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.

30. As a good-faith purchaser of the Purchased Asset, the Purchaser has not colluded with any of the other bidders, potential bidders, or any other parties interested in the Purchased Asset, and therefore neither the Debtors nor any successor in interest to the Debtors' estate nor any other party in interest shall be entitled to bring an action against the Purchaser or any of its Affiliates, and the sale of the Purchased Asset may not be avoided pursuant to section 363(n) of the Bankruptcy Code.

31. The Debtors commit not to propose any plan of reorganization or liquidation, or order of any type or kind entered in this Bankruptcy Case, any subsequent chapter 7 or chapter 11 case of the Debtors, or any related proceeding subsequent to entry of this Sale Order that shall directly conflict with or directly derogate from the provisions of the Purchase Agreement or the terms of this Sale Order. To the extent of any such conflict, subject to this paragraph, the terms of this Sale Order and the Purchase Agreement shall control.

32. The failure specifically to include any particular provisions of the Purchase Agreement including any of the documents, agreements, or instruments executed in connection therewith in this Sale Order shall not diminish or impair the efficacy of such provision, document,

agreement, or instrument, it being the intent of this Court that the Purchase Agreement and each document, agreement or instrument be authorized and approved in its entirety.

33. To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Motion in this Bankruptcy Case, the terms of this Sale Order shall govern.

34. To the extent there are any inconsistencies between the terms of this Sale Order and the Purchase Agreement (including all ancillary documents executed in connection therewith), the terms of this Sale Order shall govern.

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

36. The provisions of this Sale Order are nonseverable and mutually dependent.

37. Notwithstanding Bankruptcy Rules 6004(h), 7062, and 9014, this Sale Order shall be effective immediately upon entry and the Debtors and the Purchaser are authorized to close the Sale immediately upon entry of this Sale Order, in accordance with the Purchase Agreement.

38. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Sale Order.

39. At Closing of the Sale, to the extent of any unpaid Obligations owed to the DIP Lender (as such terms are used in the Final DIP Order [Docket No. 111], the DIP Lender shall be paid directly from the proceeds of the Sale sufficient cash to satisfy, in full, all such Obligations (including principal, interest, and fees, and including all accrued and unpaid legal fees and expenses). If the funds at Closing are insufficient to satisfy such amounts in full, the DIP Lender shall be paid all proceeds of such Sale, plus up to \$2 million in cash on hand at Water Gremlin Holdings, for application to those same amounts (to the extent outstanding).

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

Exhibit 2-B

Blackline Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

WATER GREMLIN COMPANY, et al.,¹

Debtors.

) Chapter 11

) Case No. 23-11775 (LSS)

) (Joint Administration Requested)

) [Re: Docket No. 9, 115](#)

ORDER (A) APPROVING THE ~~ASSET~~EQUITY PURCHASE AGREEMENT; (B) APPROVING THE SALE TO THE PURCHASER OF ~~SUBSTANTIALLY ALL OF THE CERTAIN~~ ASSETS OF THE DEBTORS PURSUANT TO ~~SECTION~~SECTIONS 105 AND 363 OF THE BANKRUPTCY CODE FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES; (C) ~~APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE;~~ (D) AUTHORIZING THE DEBTORS TO CONSUMMATE TRANSACTIONS RELATED TO THE ABOVE; AND (E) ~~ED~~GRANTING OTHER RELIEF

Upon the motion (the “Motion”)² of the above-captioned Debtors and Debtors in possession (the “Debtors”) pursuant to sections 105(a), and 363, ~~and 365~~ of title 11 of the United States Code (the “Bankruptcy Code”) and rules 2002, 6004, ~~6006~~, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) for entry of an order (this “Sale Order”) (a) authorizing and approving that certain ~~Asset~~Equity Purchase Agreement (the “Purchase Agreement”), dated as of ~~[December]~~[], 2023, between the Debtors, as seller, and ~~[]~~Accuma Corporation, as purchaser (the “Purchaser”), (b) approving the sale of certain of the Debtors’ assets, namely its equity ownership in Water Gremlin Aquila Company S.p.A., pursuant to the ~~Asset~~ Purchase Agreement (the “Purchased AssetsAsset”), (c) ~~approving the~~

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: WG Sub, LLC (“WG Sub”) (0781), Water Gremlin Holdings, Inc. (“Holdings”) (9250), and Water Gremlin Company (“Water Gremlin”) (6396).

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined herein).

~~assumption and assignment of certain executory contracts and unexpired leases pursuant to section 365 of the Bankruptcy Code, (d)~~ authorizing the Debtors to consummate transactions related to the ~~Asset~~ Purchase Agreement, and (~~ed~~) granting other relief, all as more fully described in the Motion; and the Court having entered on ~~[]~~ November 20, 2023, the *Order (I)(A) Establishing Bidding Procedures For The Sale Of All, Or Substantially All, Of The Debtors' Assets; (B) Approving Bid Protections; (C) Establishing Procedures Relating To The Assumption And Assignment Of Executory Contracts And Unexpired Leases; (D) Approving Form And Manner Of The Sale, Cure And Other Notices; (E) Scheduling An Auction And (F) Scheduling A Hearing To Consider (1) Approval Of The Sale Of The Debtors' Assets Free And Clear Of Claims, Liens And Encumbrances And (2) Approving The Assumption And Assignment Of Executory Contracts* [Docket No. 115] (the “Bidding Procedures Order”); and the Debtors having determined that the highest and otherwise best offer for ~~the~~ Purchased Assets ~~Asset~~ was made by the Purchaser pursuant to the Purchase Agreement; and the Court having ~~conducted a~~ hearing on ~~[]~~ December 20, 2023 (the “Sale Hearing”), at which time all parties in interest were offered an opportunity to be heard with respect to the proposed ~~sale of the~~ Purchased Assets ~~Asset~~ (the “Sale”), to consider the approval of the Sale pursuant to the terms and conditions of the Purchase Agreement, and the Court having considered: (i) the Motion and any objections thereto; (ii) the proposed Sale by Debtors to the Purchaser ~~pursuant to the Purchase Agreement~~; (iii) ~~the arguments of counsel made and~~ evidence adduced, related thereto; and (iv) the full record in this Bankruptcy Case, including the record related to the hearing to consider the Bidding Procedures Order and the Sale Hearing held before the Court; all parties in interest having been heard, or having had the opportunity to be heard, regarding the approval ~~of the~~ Purchase Agreement and sale of the Purchased ~~Assets~~ Asset and other transactions contemplated

by the Purchase Agreement; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; it is hereby **FOUND, CONCLUDED, AND DETERMINED THAT:**³

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

B. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. This Court has jurisdiction over the Motion and over the property of the Debtors, including the Purchased ~~Assets~~Asset to be sold, transferred, and conveyed pursuant to the Purchase Agreement, pursuant to 28 U.S.C. §§ 157 and 1334. Consideration of the Motion constitutes a core proceeding under 28 U.S.C. § 157(b)(2). Venue for the Cases and proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

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

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 Purchased ~~Assets constitute~~Asset constitutes property of the Debtors' estate and title thereto is vested in Debtors' estate within the meaning of section 541(a) of the Bankruptcy Code.

F. The statutory bases for the relief requested in the Motion are sections 105(a), and 363, ~~and 365~~ of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, ~~6006~~, and 9014 and Local Rule 6004-1.

G. On October 27, 2023 (the "Petition Date"), the Debtors filed a voluntary petition under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") commencing this Bankruptcy Case.

H. The Debtors are continuing in the management and operation of their business and property as Debtors in possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this Bankruptcy Case.

I. ~~The~~On November 7, 2023, the Office of the United States Trustee (the "U.S. Trustee") ~~has not~~ appointed an official committee of unsecured creditors (the "Committee") in this Bankruptcy Case pursuant to Section 1102 of the Bankruptcy Code (~~the "Committee"~~).

J. This Court entered the Bidding Procedures Order on ~~[redacted]~~November 20, 2023 and the Order Approving Designation of Accuma Corporation as Stalking Horse Bidder [Docket No. 169] on December 12, 2023: (1) establishing bidding and auction procedures for the sale of the Purchased ~~Assets~~Asset; (2) designating a Stalking Horse and approving proposed bid protections to the Stalking Horse in accordance with the Purchase Agreement; (3) establishing procedures relating to the assumption and assignment of executory contracts and unexpired leases; (4) approving the form and manner of the sale, cure and other notices; and (5) scheduling the Auction and the Sale Hearing to consider the sale of the Purchased ~~Assets~~Asset.

K. As evidenced by the affidavits of service and publication previously filed with the Bankruptcy Court [Docket Nos. ~~_____~~], ~~and based on the representations of counsel at the Sale Hearing~~41, 56, 155], due, proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the Auction, the Sale, ~~and the assumption and assignment of the executory contracts and unexpired leases to be assumed and assigned to the Purchaser at Closing~~ pursuant to this Sale Order has been provided in accordance with sections 102(1), and 363, ~~and 365~~ of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 9007, and 9014 and in compliance with the Bidding Procedures Order, to each party entitled to such notice, including, as applicable: (a) all entities known to have expressed a *bona fide* interest in a transaction with respect to the Purchased ~~Assets~~Asset within the past two years; (b) all entities known to have asserted any lien, claim or encumbrance in or upon any of the Purchased ~~Assets~~Asset; (c) all federal, state and local environmental, regulatory or taxing authorities or recording offices that have a reasonably known interest in the relief requested by the Motion; (d) the U.S. Trustee; (e) counsel to the proposed Purchaser; (f) the Internal Revenue Service; (g) the Securities and Exchange Commission; (h) the U.S. Attorney for the District of Delaware; and (i) all persons and entities that have filed a request for service of filings in this Bankruptcy Case pursuant to Bankruptcy Rule 2002. With respect to entities whose identities are not reasonably ascertained by the Debtors, (i) publication of the Sale Notice in the ~~The Wall Street Journal~~, on November 30, 2023 in USA Today (National Edition), the Minnesota Star Tribune, the St. Paul Pioneer Press, the White Bear Press; (ii) publication of an ad substantially in the form of the Sale Notice on TwinCities.com starting on November 30, 2023; (iii) postcards, on November 27 and 28, 2023, and emails, on ~~_____~~November 24, 2023, as substantially in the form of the Sale Notice mailed to residents in the relevant geographic areas around the Debtors' facility in White Bear

Township, Minnesota; and (iv) evidenced by the affidavit of service filed by the Debtors' notice and claims agent on [redacted] December 18, 2023; [Docket ~~No~~Nos. ~~-182, 183~~], ~~was~~were, and ~~is~~are deemed, sufficient, and reasonably calculated under the circumstances to reach such entities. The notices described above were good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Auction, the Sale, and the Sale Hearing is, or shall be, required.

L. The Debtors and their professionals marketed the Purchased ~~Assets~~Asset and conducted the marketing and sale process in compliance with the Bidding Procedures and the Bidding Procedures Order. Based upon the record of these proceedings, creditors and other parties in interest and prospective purchasers were afforded a reasonable and fair opportunity to bid for the Purchased ~~Assets~~Asset.

M. Prior to commencement of the Bankruptcy Cases, the Debtors worked with their counsel and their investment banker, Intrepid Investment Bankers, to implement a process to pursue a transaction or transaction that would allow the Debtors to maximize the value of the Purchased ~~Assets~~Asset. The Sale that is the subject of this Sale Order is the result of the Debtors' extensive efforts seeking to maximize recoveries to the Debtors' estates for the benefit of their creditors.

N. At the conclusion of the Auction and after reviewing all Qualified Bids (as defined in the Bidding Procedures), the Debtors determined in a valid and sound exercise of their business judgment that the highest or otherwise best Qualified Bid for the Purchased ~~Assets~~Asset was that of the Purchaser as set forth in the Purchase Agreement.

O. The Debtors have articulated good and sufficient reasons for this Court to grant the relief requested in the Motion regarding the sale process.

P. The Sale Notice provided all interested parties with timely and proper notice of the Sale contemplated by the Purchase Agreement, the Sale Hearing, and the Auction.

Q. The disclosures made by the Debtors in the Motion, the Sale Notice, and related documents filed with the Bankruptcy Court concerning the Purchase Agreement, the Auction, the Sale and the Sale Hearing were good, complete and adequate.

R. The Bidding Procedures set forth in the Bidding Procedures Order were non-collusive, proposed and executed in good faith as a result of arms'-length negotiations, and were substantively and procedurally fair to all parties.

S. The Debtors conducted the sale process in accordance, and have otherwise complied in all respects, with the Bidding Procedures Order. The sale process set forth in the Bidding Procedures Order afforded a full, fair, and reasonable opportunity for any entity to make a higher or otherwise better offer to purchase the Purchased ~~Assets~~Asset.

T. The terms contained in the Purchase Agreement constitute the highest and best offer for the Purchased ~~Assets~~Asset and will provide a greater recovery for the Debtors' estate than would be provided by any other available alternative.

U. The Purchase Agreement and the Sale contemplated thereby represent a fair and reasonable offer to purchase the Purchased ~~Assets~~Asset under the circumstances of the Bankruptcy Case. No other entity or group of entities has presented a higher or otherwise better offer to Debtors to purchase the Purchased ~~Assets~~Asset for greater economic value to the Debtors' estate than the Purchaser.

V. Approval of the Motion and the Purchase Agreement and the consummation of the Sale contemplated thereby are in the best interests of the Debtors, their creditors and estate, and other parties in interest.

W. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale because, among other reasons: (1) the Purchase Agreement constitutes the highest and best offer for the Purchased ~~Assets~~Asset; (2) the Purchase Agreement and the closing thereon will present the best opportunity to realize the value of the Purchased ~~Assets~~Asset on a going-concern basis and avoid decline and devaluation of the Purchased ~~Assets~~Asset; and (3) any other transaction would not have yielded as favorable an economic result.

X. The Purchaser is purchasing the Purchased ~~Assets~~Asset in good faith and is a good-faith buyer within the meaning of section 363(m) of the Bankruptcy Code and is not an “insider” of the Debtors (as defined under section 101(31) of the Bankruptcy Code). The Purchaser has proceeded in good faith in all respects in connection with this Bankruptcy Case in that: (1) the Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased ~~Assets~~Asset; (2) the Purchaser complied at all times with the provisions in the Bidding Procedures Order; (3) the Purchaser agreed to subject its bid to the competitive bidding procedures set forth in the Bidding Procedures Order; (4) all payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the Sale have been disclosed; (5) the Purchaser has not violated section 363(n) of the Bankruptcy Code by any action or inaction; and (6) the negotiation and execution of the Purchase Agreement, including the Sale contemplated thereby, were at arms’ length and in good faith. The Purchaser, therefore, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

Y. The Purchase Agreement and the transactions contemplated thereby cannot be avoided under section 363(n) of the Bankruptcy Code. The Debtors and the Purchaser have not

engaged in any conduct that would cause or permit the Purchase Agreement or the consummation of the transactions contemplated thereby to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

Z. The consideration provided by the Purchaser pursuant to the Purchase Agreement: (1) is fair and adequate and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia (including the Uniform Fraudulent Transfer Act); (2) is fair consideration under the Uniform Fraudulent Transfer Act; (3) is reasonably equivalent value, fair consideration, and fair value under any other applicable laws of the United States, any state, territory, or possession thereof, or the District of Columbia; and (4) will provide a greater recovery for the Debtors' creditors than would be provided by any other reasonably practicable available alternative.

AA. The Purchase Agreement, which constitutes reasonably equivalent value and fair consideration, was not entered into, and the Sale is not consummated, for the purpose of hindering, delaying or defrauding creditors of the Debtors under the Bankruptcy Code or under any other law of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law. Neither the Debtors, nor the Purchaser have entered into the Purchase Agreement or is consummating the Sale with any fraudulent or otherwise improper purpose.

BB. By consummating the Sale, the Purchaser is not a mere continuation of Debtors or Debtors' estate, and there is no continuity between the Purchaser and the Debtors. ~~The~~By consummating the sale, the Purchaser is not holding itself out to the public as a continuation of the Debtors. The Purchaser is not a successor to the Debtors or the Debtors' estate by reason of

any theory of law or equity, and the Sale does not amount to a consolidation, merger, or *de facto* merger of the Purchaser and the Debtors. Except as provided in the Purchase Agreement, neither the Purchaser nor any of its Affiliates shall assume any obligation or liability of Debtors or Debtors' estate, including any obligation under any collective bargaining agreement or labor practice agreement.

CC. A prohibition against creditors of the Debtors pursuing Liens or Interests (as defined below) against the Purchaser is necessary to induce the Purchaser to close the Sale and is therefore necessary to avoid irreparable injury to the Debtors' estates and will benefit all creditors.

DD. The Sale neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a liquidating plan of reorganization of the Debtors. The Sale does not constitute a *sub rosa* plan.

EE. The Debtors, acting by and through their existing agents, representatives, and officers, have full corporate power and authority to execute and deliver the Purchase Agreement and all other documents contemplated thereby, and no further consents or approvals are required for the Debtors to consummate the Sale contemplated by the Purchase Agreement, except as otherwise set forth in the Purchase Agreement.

FF. The transfer of each of the Purchased ~~Assets~~Asset to the Purchaser will be, as of the Closing Date, a legal, valid, and effective transfer of such assets, and vests or will vest the Purchaser with all right, title, and interest of Seller to the Purchased ~~Assets~~Asset free and clear of all Liens or Interests accruing, arising or relating thereto any time prior to the Closing Date, unless otherwise specifically assumed pursuant to the Purchase Agreement; provided that such Liens or Interests shall attach to the proceeds of the Sale.

GG. The Debtors may sell the Purchased ~~Assets~~Asset free and clear of all Liens or Interests (as defined below) against Debtors, their estates, or ~~any of~~ the Purchased ~~Assets~~Asset (unless otherwise assumed in the 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. Those holders of Liens or Interests against the Debtors, their estates, or any of the Purchased ~~Assets~~Asset who did not object, or who withdrew their objections, and had notice of the Sale, to the Sale or the Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of such Liens or Interests that did object fall within one or more of the other subsections of section 363(f) and are adequately protected by having their Liens or Interests, if any, in each instance against Debtors, their estates, or any of the Purchased ~~Assets~~Asset, attach to the cash proceeds of the Sale ultimately attributable to the Purchased ~~Assets~~Asset in which such creditor alleges an interest, in the same order of priority, with the same validity, force, and effect that such creditor had prior to the Sale, subject to any claims and defenses that Debtors may possess with respect thereto.

HH. If the Sale were not free and clear of all Liens or Interests (except as otherwise assumed in the Purchase Agreement), or if the Purchaser would, or in the future could, be liable for any of the Liens or Interests (except as otherwise assumed in the Purchase Agreement), the Purchaser would not have entered into the Purchase Agreement and would not consummate the Sale, thus adversely affecting the Debtors and their estates and creditors.

~~II. Debtors have demonstrated that it is an exercise of their sound business judgment for Debtors to assume and assign the Designated Contracts to the Purchaser, in each case in connection with the consummation of the Sale, and the assumption and assignment of the Designated Contracts is in the best interests of Debtors, their estates, and their creditors and~~

~~other parties in interest. The Designated Contracts being assigned to the Purchaser under the Purchase Agreement are an integral part of the Purchase Agreement and the Sale and, accordingly, such assumptions and assignments are reasonable and enhance the value of the Debtors' estates. Any non-Debtor counterparty to any Designated Contract that has not actually filed with the Court an objection to such assumption as of the date hereof is deemed to have consented to such assumption and assignment.~~

~~JJ. Debtors and the Purchaser have, to the extent necessary, satisfied the requirements of section 365 of the Bankruptcy Code, including sections 365(b)(1)(A), 365(b)(1)(B), and 365(f) of the Bankruptcy Code, in connection with the sale and assumption and assignment of the Designated Contracts to the extent provided under the Purchase Agreement and have: (1) cured any default existing prior to the date hereof under any of the Designated Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code; and (2) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Designated Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code, and the Purchaser has provided adequate assurance of future performance of and under the Designated Contracts, within the meaning of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. Each provision of the Designated Contracts or applicable non-bankruptcy law that purports to prohibit, restrict or condition, or could be construed as prohibiting, restricting or conditioning, assignment of any Designated Contract, has been satisfied or is otherwise unenforceable under Bankruptcy Code section 365.~~

II. ~~KK.~~ The Purchase Agreement and Sale must be approved and the Closing must occur promptly to preserve the value of the Debtors' assets.

JJ. ~~LL.~~ The Sale constitutes a reasonable and sound exercise of Debtors' business judgment, is in the best interests of Debtors, their estates, creditors, and other parties in interest, and should be approved.

KK. ~~MM.~~ The consummation of the Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including sections 105(a), 363(b), 363(f), and 363(m), ~~365(b), and 365(f)~~ of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Sale.

Based upon the foregoing findings and conclusions, the Motion and the record before the Court with respect to the Motion, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED that:

1. The relief requested in the Motion is granted as set forth herein.
2. Any and all objections and responses to the Motion that have not been withdrawn, waived, settled, or resolved, and all reservations of rights included therein, are hereby overruled and denied on the merits.
3. Notice of the Motion, the Auction, the Sale Hearing, and the Sale was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, and 6004, ~~and 6006~~.

Approval of the Sale of ~~the Purchased Assets~~ Asset

4. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors and the Purchaser, acting by and through their existing agents, representatives and officers, are authorized, empowered, and directed to take any and all actions necessary or appropriate to: (a) consummate the Sale pursuant to and in accordance with the terms and conditions of the Purchase Agreement; (b) close the Sale as contemplated in the Purchase Agreement and this Sale

Order; (c) transfer and assign all right, title, and interest to all property, licenses, and rights to be conveyed in accordance with the terms and conditions of the Purchase Agreement and (d) execute and deliver, perform under, consummate, and implement the Purchase Agreement and all additional instruments and documents that may be reasonably necessary or desirable to implement the 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 Purchase Agreement and such other ancillary documents. The Purchaser and the Debtors shall have no obligation to close the Sale except as provided for in the Purchase Agreement.

5. This Sale Order shall be binding in all respects upon the Debtors, their estates, all creditors (including the Committee), all holders of equity interests in the Debtors, all holders of any Liens or Interests (whether known or unknown) against the Debtors, any holders of Interests or Liens or Interests against or on ~~all or any portion of the Purchased Assets, all counterparties to any executory contract or unexpired lease of the Debtors (including any collective bargaining agreement or labor practice agreement)~~ Asset, the Purchaser and all successors and assigns of the Purchaser, and any trustees, examiners, or other fiduciary under any section of the Bankruptcy Code, if any, subsequently appointed in this Bankruptcy Case or upon a conversion of this Bankruptcy Case to chapter 7 under the Bankruptcy Code.

6. The terms and provisions of the Purchase Agreement and this Sale Order shall inure to the benefit of the Debtors, their estates and creditors, the Purchaser, and their respective Affiliates, successors and assigns, and any other affected third parties, including all persons asserting any Liens or Interests in the Purchased ~~Assets~~ Asset to be sold to the Purchaser pursuant to the Purchase Agreement, notwithstanding any subsequent appointment of any trustee, party,

entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee, party, entity, or other fiduciary such terms and provisions likewise shall be binding.

Sale and Transfer of ~~the Purchased Assets~~ Asset

7. Pursuant to sections 105(a), 363(b), and 363(f), ~~365(b) and 365(f)~~ of the Bankruptcy Code, upon the Closing Date, and pursuant to and as otherwise set forth in the Purchase Agreement, the Purchased ~~Assets~~ Asset shall be transferred to the Purchaser free and clear of all encumbrances, claims, interests, and liens, including Liens, Claims, ~~and the Excluded Liabilities (as each defined in the Purchase Agreement)~~, mortgages, restrictions, hypothecations, reversionary rights, assignment rights, rights to specific performance, reimbursement rights, charges, indentures, loan agreements, instruments, consent rights, regulatory violations, collective bargaining agreements, leases, licenses, options, deeds of trust, security interests, other interests, conditional sale or other title retention agreements, pledges, and other liens (including mechanics', materialman's, and other consensual and non-consensual liens and statutory liens), judgments, demands, encumbrances, rights of first refusal, offsets, contracts, recoupment, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, or tax, decrees of any court or foreign or domestic governmental entity or quasi-governmental entity, or charges of any kind or nature, if any, including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, including any pension liabilities, retiree medical benefit liabilities, liabilities related to the Employee Retirement Income Security Act of 1974, liabilities related to the Internal Revenue Code, or any other liability relating to Debtors' current and former employees, including any withdrawal liabilities or liabilities under any collective bargaining agreement or labor practice agreement (to

the extent not assumed under the Purchase Agreement), of the Debtors or any of the Debtors' predecessors or Affiliates, claims, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of this Bankruptcy Case, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability ~~(other than Assumed Liabilities)~~ (collectively, the "Liens or Interests"), with all such Liens or Interests to attach to the cash proceeds of the Sale in the order of their priority, with the same validity, force, and effect that they had against the Purchased ~~Assets~~Asset, subject to any claims and defenses the Debtors may possess with respect thereto. Furthermore, except as otherwise provided in the Purchase Agreement, the Purchaser and its Affiliates shall not have any liabilities for the prepetition and pre-Closing Date conduct of the Debtors or any of their officers, directors, employees, or agents, including any conduct which may be the subject of ongoing investigations by the federal government, and the federal government will not seek to set off or recoup any such investigation liabilities against payment obligations for post-Closing shipments of goods to the federal government.

8. 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 Purchased ~~Assets~~Asset and shall constitute a bill of sale transferring good and marketable title in such Purchased ~~Assets~~Asset to the Purchaser pursuant to the terms and allocations set forth in the Purchase Agreement. ~~For the avoidance of doubt, the Excluded Assets set forth in the Purchase Agreement are not included in the Purchased Assets.~~

9. Subject to the terms and conditions of this Sale Order, the transfer of Purchased ~~Assets~~Asset to the Purchaser pursuant to the Purchase Agreement and the consummation of the Sale and any related actions contemplated thereby do not require any consents other than as specifically provided for in the Purchase Agreement, constitute a legal, valid, and effective transfer of the Purchased ~~Assets~~Asset, and shall vest Purchaser with right, title, and interest of the Debtors in and to the Purchased ~~Assets~~Asset as set forth in the Purchase Agreement, as applicable, free and clear of all Liens or Interests of any kind or nature whatsoever (except as otherwise specifically assumed in the Purchase Agreement), with all such Liens or Interests to attach to the cash proceeds of the Sale in the order of their priority, with the same validity, force, and effect that they had against the Purchased Asset, subject to any claims and defenses the Debtors may possess with respect thereto.

10. To the greatest extent available under applicable law and except as provided in the Purchase Agreement, the Purchaser, as provided by the Purchase Agreement, shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Purchased ~~Assets~~Asset, 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 Purchaser as of the Closing Date as provided by the 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 Purchased ~~Assets~~Asset sold, transferred, assigned, or conveyed to the Purchaser on account of the filing or pendency of this Bankruptcy Case or the consummation of the Sale. Nothing in this Order or the Final Purchase Agreement releases, nullifies, precludes, or enjoins the enforcement of any valid police or regulatory liability to a

governmental unit, to which the Purchaser may be subject to as the owner or operator of any property that is a Purchased Asset after the date of entry of this Order; provided, however, that all rights and defenses of the Purchaser under nonbankruptcy law are preserved. Nothing in this Order or the Final Purchase Agreement authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order.

11. All entities that presently are, or on the Closing may be, in possession of some or all of the Purchased ~~Assets~~Asset to be sold, transferred, or conveyed (wherever located) to the Purchaser pursuant to the Purchase Agreement hereby are directed to surrender possession of the Purchased ~~Assets~~Asset to the Purchaser on the Closing Date. These entities were served with notice of this Sale as evidenced by the certificates of services filed at docket no. 155 of the court docket.

12. Upon consummation of the Sale set forth in the Purchase Agreement, if any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Liens or Interests against or in the Purchased ~~Assets~~Asset shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfactions, releases of all Liens or Interests that the person or entity has with respect to the Purchased ~~Assets~~Asset (unless otherwise assumed in the Purchase Agreement), or otherwise, then: (a) the Debtors hereby are authorized and directed to execute and file such statements, instruments,

releases and other documents on behalf of the person or entity with respect to the Purchased ~~Assets~~Asset and (b) the Purchaser hereby is authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Liens or Interests in the Purchased ~~Assets~~Asset of any kind or nature (except as otherwise assumed in the Purchase Agreement). For the avoidance of doubt, to the extent necessary, upon consummation of the Sale set forth in the Purchase Agreement, the Purchaser is authorized to file, with respect to the Purchased ~~Assets~~Asset, termination statements, lien terminations, or other amendments in any required jurisdiction to remove and record, notice filings or financing statements recorded to attach, perfect or otherwise notice any lien or encumbrance that is extinguished or otherwise released pursuant to this Sale Order under section 363 and the related provisions of the Bankruptcy Code.

13. All entities, including all lenders, debt security holders, equity security holders, governmental, tax, and regulatory authorities, parties to executory contracts and unexpired leases, customers, employees and former employees, dealers and sale representatives, and trade or other creditors holding Liens or Interests or Interests of any kind or nature whatsoever in or against the Debtors or the Purchased ~~Assets~~Asset arising under or out of, in connection with, or in any way relating to, the Debtors, the Purchased ~~Assets~~Asset, the operation of the Debtors' business prior to the Closing, or the transfer of the Purchased ~~Assets~~Asset to the Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting any Liens or Interests of any kind or nature whatsoever (except to the extent such Liens or Interests are assumed by the Purchaser pursuant to the Purchase Agreement) against the Purchaser and its successors, designees, permitted assigns, or property, or the Purchased ~~Assets~~Asset conveyed in accordance with the Purchase Agreement.

14. The Purchaser (and any assignee of the Purchaser's rights under the Purchase Agreement) and its respective owners, members, shareholders, managers, directors, officers, partners, employees, agents, attorneys, investment bankers and financial advisors are hereby generally released by the Debtors, their Affiliates, their respective estates and their respective owners, members, shareholders, managers, directors, officers, partners, employees, agents, attorneys, investment bankers and financial advisors from any and all claims that the Debtors and their Affiliates or estates or any party claiming derivatively through the Debtors may have against the Purchaser, other than claims against the Purchaser arising under the Purchase Agreement or as otherwise provided in this Sale Order; provided however that such release will not be in effect until the later of the Closing or all obligations under the Purchase Agreement have been fulfilled.

15. As of and after the Closing: (a) each of the Debtors' creditors is hereby authorized and directed to execute such documents and take all other actions as may be necessary to release their Liens or Interests in the Purchased ~~Assets~~Asset (if any) as such Liens or Interests may have been recorded or may otherwise exist; and (b) any Purchased ~~Assets~~Asset that may be subject to a statutory or mechanic's lien shall be turned over and such liens shall attach to the sale proceeds in the same priority they currently enjoy with respect to the Purchased

~~Assets.~~

~~Contracts to be Assumed and Assigned~~

~~16. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the occurrence of the Closing Date, Debtors' assumption and assignment to the Purchaser, and the Purchaser's assumption on the terms set forth in the Purchase~~

~~Agreement of the Designated Contracts is hereby approved in its entirety, and the requirements of section 365 of the Bankruptcy Code with respect thereto are hereby deemed satisfied.~~

~~17. The Debtors hereby are authorized in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code to assume and assign to the Purchaser, effective upon the Closing Date of the sale of the Purchased Assets, the Designated Contracts free and clear of all Liens or Interests of any kind or nature whatsoever and execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Designated Contracts to the Purchaser.~~

~~18. To the extent that an objection by a counterparty to any Designated Contract, including all objections related to Cure Costs, is not resolved prior to the Closing Date, the Debtors, in consultation with the Purchaser, may elect to reserve the disputed Cure Cost and assume the Designated Contract on the Closing Date. So long as the Debtors holds the claimed Cure Cost in reserve, and there are no other unresolved objections to the assumption and assignment of the applicable Designated Contract, the Debtors can, without further delay, assume and assign the Designated Contract that is the subject of the objection. Under such circumstances, the respective objecting counterparty's recourse is limited to the funds held in reserve.~~

~~19. Upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall fully and irrevocably be vested in all right, title, and interest of each Designated Contract. To the extent provided in the Purchase Agreement, the Debtors shall cooperate with, and take all actions reasonably requested by, the Purchaser to effectuate the foregoing.~~

~~20. The Designated Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms, notwithstanding any provision in any such Designated Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer.~~

~~21. Pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, any and all Cure Costs necessary to assume and assign a Designated Contract or Additional Designated Contract shall be paid by the Debtors.~~

~~22. The Cure Costs to which no objections have been filed are hereby fixed at the amounts set forth in the Cure Notice filed by the Debtors, or as otherwise agreed, in writing and with the consent of the Purchaser, which shall not be unreasonably withheld, between the Debtors and the non-Debtor third parties to such Designated Contracts, and the non-Debtor parties to such Designated Contracts are forever bound by such Cure Costs and, upon payment of such Cure Costs, are hereby enjoined from taking any action against the Purchaser or the Purchased Assets with respect to any claim for cure under any assumed Designated Contract.~~

~~23. The payment of the Cure Costs (if any) shall effect a cure of all defaults existing as of the date that such executory contracts or unexpired leases are assumed and compensate for any actual pecuniary loss to such non-Debtor party resulting from such default. No other amounts will be owed by the Debtors, their estates or the Purchaser with respect to amounts first arising or accruing during, or attributable or related to, the period before Closing with respect to the Designated Contracts, and any and all persons or entities shall be forever barred and estopped from asserting a claim against the Debtors, their estates, or the Purchaser that any additional~~

~~amounts are due or defaults exist under the Designated Contracts that arose or accrued, or relate to or are attributable to the period before the Closing.~~

~~24. The Purchaser shall have assumed the Designated Contracts, and pursuant to section 365(f) of the Bankruptcy Code, the assignment by the Debtors of such Designated Contracts shall not be a default thereunder. After the payment of the relevant Cure Costs by the Debtors, neither the Debtors nor the Purchaser shall have any further liabilities to the counterparties to the Designated Contracts, other than the Purchaser's obligations under the Designated Contracts that accrue and become due and payable on or after the date that such Designated Contracts are assumed.~~

~~25. Any provisions in any Designated Contract that prohibit or condition the assignment of such Designated Contract or allow the party to such assumed Designated Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Designated Contract constitute unenforceable anti-assignment provisions that are void and of no force and effect. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of the Designated Contracts have been satisfied.~~

~~26. Any party having the right to consent to the assumption or assignment of any Designated Contract that failed to object to such assumption or assignment is deemed to have consented to such assumption and assignment as required by section 365(c) of the Bankruptcy Code.~~

~~27. The Purchaser shall be deemed to be substituted for the Debtors as a party to the applicable Designated Contracts and the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Designated Contracts.~~

~~28. The Purchaser has provided adequate assurance of future performance under the relevant Designated 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.~~

~~29. There shall be no assignment fees, increases, rent acceleration, or any other fees charged to the Purchaser or the Debtors as a result of the assumption and assignment of the Designated Contracts. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, all counterparties to the Designated Contracts are forever barred and permanently enjoined from raising or asserting against the Debtors or the Purchaser, with respect to the assignment of the Designated Contracts to the Purchaser, any assignment fee, default, breach, claim, pecuniary loss, or condition to assignment, that arise under or related to the Designated Contracts, existing as of the date that such Designated Contracts.~~

~~30. All counterparties to the Designated Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Purchaser, and without any cost or charges, any instruments, applications, consents or other documents that may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the Sale.~~

~~31. Neither the Purchaser, nor any successor of the Purchaser, shall be responsible for or have any Liens or Interests or obligations arising out of any of the contracts, agreements, or understandings that have not been assumed or assigned to the Purchaser (except as specifically provided by the Purchase Agreement)~~[Asset](#).

No Successorship

16. ~~32.~~ Neither the Purchaser nor any of its Affiliates are successors to the Debtors or their estates by reason of any theory of law or equity, and neither the Purchaser nor any of its

Affiliates shall assume or in any way be responsible for any liability or obligation of the Debtors or their estates, except as otherwise provided in the Purchase Agreement.

Backup Bid

17. ~~33.~~ At the Auction, the Debtors designated ~~[]~~ Wegmann Automotive, GmbH as the Backup Bidder for the assets that are subject to the Purchase Agreement. The Backup Bid shall remain open and irrevocable as set forth in the Bidding Procedures and Bidding Procedures Order, and in the event the Purchaser shall fail to close a Sale under the Purchased Agreement, the Debtors and the Backup Bidder shall close on a Sale, subject to final negotiations and execution of a purchase agreement, within the time period provided for in the Bidding Procedures Order and Bidding Procedures.

Time is of the Essence

18. ~~34.~~ Time is of the essence in consummating the Sale. In order to maximize the value of the Purchased ~~Assets~~ Asset, it is essential that the sale and assignment of the Purchased ~~Assets~~ Asset occur within the time constraints set forth in the Purchase Agreement.

Modification of the Automatic Stay

19. ~~35.~~ The automatic stay provisions of section 362 of the Bankruptcy Code are lifted and modified to the extent necessary to implement the terms and conditions of the Purchase Agreement and the provisions of this Sale Order.

Exclusion of Insider and Affiliate Causes of Action from Assets Purchased, Sold or Transferred

20. Notwithstanding anything else herein or in the Purchase Agreement, the following property and assets are not being purchased by the Purchaser or Sold by the Debtor under this Order or the Purchase Agreement and shall, solely to the extent finally determined by the Court to be property of the Debtors' estate(s) (other than Avoidance Actions, defined below, which are

property of the Debtors' estate(s)) as of the Petition Date, remain property of the Debtors' estate(s): any claims, of any type or kind, of the Debtors' estates against any current or former Insiders or Affiliates (as such terms are defined in Bankruptcy Code §§ 101(2) and (31)) of the Debtors, including Avoidance Actions (defined below) against current or former Insiders or Affiliates (the "Excluded Claim Assets"). Nothing in this Order affects or limits the DIP Lender's liens in the proceeds of such Excluded Claim Assets, subject to the provisions of the *Final Order (I) Authorizing The Debtors To Obtain Postpetition Financing, (II) Granting Liens, (III) Modifying The Automatic Stay, And (IV) Granting Related Relief* [Docket No. 111].

21. Nothing in this Order shall be deemed to be a finding, or a ruling, as to the Debtors' estates' interest, or not, in any non-Avoidance Actions (defined below) against any current or former Insiders or Affiliates of the Debtor (as such terms are defined in Bankruptcy Code §§ 101(2) and (31)). To the extent a creditor, or group of creditors, can assert a claim or claims unique to it or them under applicable law is not or are not cause(s) of action of the Debtors' estates, nothing in this Order will be deemed to render such claim or claims as causes of action of the Debtors' estates. All parties' rights to argue, dispute or assert that any claims (other than causes of action under Chapter 5 of Title 11 of the U.S. Bankruptcy Code, "Avoidance Actions") are or are not property of the Debtors or the Debtors' estates are fully preserved, and this Order shall not prejudice the rights of any party to contend that any claims (other than Avoidance Actions) are not property of the Debtors or the Debtors' estates.

Additional Provisions

22. ~~36.~~ Effective upon the Closing Date and except as otherwise provided in this Sale Order or the Purchase Agreement, all 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 Purchaser, its successors and assigns, or the Purchased ~~Assets~~Asset, with respect to any: (a) Liens or Interests arising under, out of, in connection with, or in any way relating to the Debtors, the Purchaser, the Purchased ~~Assets~~Asset, or the operation of the Debtors' business or the Purchased ~~Assets~~Asset prior to the closing of the Sale; or (b) successor liability (except to the extent the Purchaser specifically assumed successor liability pursuant to the Purchase Agreement), including the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Purchaser, its successors or assigns, assets, or properties, including with respect to the Liens or Interests; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Purchaser, its successors, assigns, assets, or properties; (iii) creating, perfecting, or enforcing any Liens or Interests against the Purchaser, its successors, assigns, assets, or properties; (iv) asserting any setoff (except to the extent exercised prepetition), right of subrogation, or ~~recoupment~~ of any kind against any obligation due the Purchaser 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 this Court, or the agreements or actions contemplated or taken in respect thereof, or (vi) revoking, terminating, or failing or refusing to issue or renew any license, permit, or authorization to operate any of the Purchased ~~Assets~~Asset or conduct any of the businesses operated with the Purchased ~~Assets~~Asset.

23. ~~37.~~ Except as otherwise provided in the Purchase Agreement, the Purchaser shall have no obligation, as successor or otherwise (including with respect to successor or vicarious liabilities of any kind or character), to pay wages, bonuses, severance pay, benefits (including contributions or payments on account of any under-funding with respect to any and all pension

plans) or any other payment to employees of the Debtors or their Affiliates. Except as otherwise provided in the Purchase Agreement, the Purchaser shall have no liability, as successor or otherwise (including with respect to successor or vicarious liabilities of any kind or character), with respect to any collective bargaining agreement, labor practice agreement, employee pension plan, employee welfare or retention, benefit, and/or incentive plan to which the Debtors or their Affiliates are a party and relating to the Debtors' business (including arising from or related to the rejection or other termination of any such agreement), and the Purchaser shall in no way, as successor or otherwise (including with respect to successor or vicarious liabilities of any kind or character), be deemed a party to or assignee of any such agreement, and no employee of the Purchaser shall be deemed in any way covered by or a party to any such agreement, and all parties to any such agreement are hereby enjoined from asserting against the Purchaser any and all Liens or Interests arising from or relating to such agreement.

24. ~~38.~~ Except as provided in the Purchase Agreement and without limiting other applicable provisions of this Sale Order, the Purchaser is not, by virtue of the consummation of the Sale, assuming, nor shall it be liable or responsible for, as a successor or otherwise (including with respect to successor or vicarious liabilities of any kind or character), under any theory of law or equity, including any theory of antitrust, environmental successor or transferee liability, labor law, *de facto* merger, or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter raised, which may be asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors, or any of their predecessors or Affiliates or any obligations of the Debtors or their predecessors or Affiliates arising prior to the Closing Date, for any liabilities, debts, commitments, or obligations (whether known or unknown, disclosed or undisclosed, absolute, contingent, inchoate, fixed or otherwise) in any

way whatsoever relating to or arising from the Purchased ~~Assets~~Asset or the Debtors' operation of their business or use of the Purchased ~~Assets~~Asset on or prior to the Closing Date or any such liabilities, debts, commitments, or obligations that in any way whatsoever relate to periods on or prior to the Closing Date or are to be observed, paid, discharged, or performed on or prior to the Closing Date (in each case, including any liabilities that result from, relate to or arise out of tort or other product liability claims), or any liabilities calculable by reference to the Debtors or their assets or operations, or relating to continuing conditions existing on or prior to the Closing Date, including with respect to any of Debtors' predecessors or Affiliates, which liabilities, debts, commitments, and obligations are hereby extinguished insofar as they may give rise to successor liability, without regard to whether the claimant asserting any such liabilities, debts, commitments, or obligations has delivered to the Purchaser a release thereof. Without limiting the generality of the foregoing and except as provided in the Purchase Agreement, by virtue of the consummation of the Sale contemplated by the Purchase Agreement, the Purchaser shall not be liable or responsible, as a successor or otherwise, including with respect to successor or vicarious liabilities of any kind or character, for the Debtors' liabilities, debts, commitments, or obligations, whether calculable by reference to the Debtors, arising on or prior to the Closing and under or in connection with: (a) any employment or labor agreements (including any collective bargaining agreements or labor practice agreements), consulting agreements, severance arrangements, change-in-control agreements or other similar agreement to which the Debtors are a party; (b) any pension, welfare, compensation or other employee benefit plans, agreements, practices, and programs, including any pension plan of the Debtors; (c) the cessation of the Debtors' operations, dismissal of employees, or termination (including rejection) of employment or labor agreements (including any collective bargaining agreements or labor practice

agreements) or pension, welfare, compensation or other employee benefit plans, agreements, practices, and programs, obligations that might otherwise arise from or pursuant to the Employee Retirement Income Security Act of 1974, as amended, the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination and Employment Act of 1967, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Consolidated Omnibus Budget Reconciliation Act, or the Worker Adjustment and Retraining Notification Act; (d) workmen's compensation, occupational disease or unemployment or temporary disability insurance claims, (e) environmental liabilities, debts, claims or obligations arising from conditions first existing on or prior to Closing (including the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*; (f) any bulk sales, bulk transfer, or similar law; (g) any liabilities, debts, commitments, or obligations of, or required to be paid by, the Debtors for any Taxes of any kind for any period; (h) any liabilities, debts, commitments, or obligations relating to the business of the Debtors or the Purchased ~~Assets~~Asset for or applicable to the pre-Closing period; (i) any litigation; and (j) any liability, whether pursuant to any state or any federal laws that arise from products manufactured or distributed by or on behalf of Debtors; ~~and (k) any Excluded Liabilities as set forth in the Purchase Agreement.~~

The Purchaser has given substantial consideration under the Purchase Agreement for the benefit of the holders of any Liens or Interests. The consideration given by the Purchaser shall constitute valid and valuable consideration for the releases of any potential claims of successor liability of the Purchaser, which releases shall be deemed to have been given in favor of the

Purchaser by all holders of Liens or Interests in or against the Debtors or any of the Purchased ~~Assets~~Asset.

25. ~~39.~~ The recitation, in the immediately preceding paragraph of this Sale Order, of specific agreements, plans, or statutes is not intended, and shall not be construed, to limit the generality of the categories of liabilities, debts, commitments, or obligations referred to therein.

26. ~~40.~~ Seller and the Purchaser hereby waive, and shall be deemed to waive, any requirement of compliance with, and any claims related to non-compliance with, the provisions of any bulk sales, bulk transfer, or similar law of any jurisdiction that may be applicable.

27. ~~41.~~ Following the Closing, no holder of a Claim or Interest in or against the Debtors or the Purchased ~~Assets~~Asset shall interfere with the Purchaser's title to or use and enjoyment of the Purchased ~~Assets~~Asset based on or related to such Claim or Interest or any actions that the Debtors may take in this Bankruptcy Case or any successor cases.

28. ~~42.~~ The Debtors shall be, and it hereby are, authorized to take all such actions as may be necessary to effectuate the terms of this Sale Order.

29. ~~43.~~ The Sale contemplated by the Purchase Agreement is undertaken by the Purchaser 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 Designated Contracts by the Purchaser, if any, and the sale free and clear of all Liens or Interests (unless otherwise assumed in the Purchase Agreement))~~, unless such authorization and consummation of such Sale are duly stayed pending such appeal. The Purchaser is a good-faith buyer 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.

30. ~~44.~~ As a good-faith purchaser of the Purchased ~~Assets~~Asset, the Purchaser has not colluded with any of the other bidders, potential bidders, or any other parties interested in the Purchased ~~Assets~~Asset, and therefore neither the Debtors nor any successor in interest to the Debtors' estate nor any other party in interest shall be entitled to bring an action against the Purchaser or any of its Affiliates, and the sale of the Purchased ~~Assets~~Asset may not be avoided pursuant to section 363(n) of the Bankruptcy Code.

31. ~~45. Nothing contained in~~The Debtors commit not to propose any plan of reorganization or liquidation, or order of any type or kind entered in this Bankruptcy Case, any subsequent chapter 7 or chapter 11 case of the Debtors, or any related proceeding subsequent to entry of this Sale Order; that shall directly conflict with or directly derogate from the provisions of the Purchase Agreement or the terms of this Sale Order. To the extent of any such conflict, subject to this paragraph, the terms of this Sale Order and the Purchase Agreement shall control.

32. ~~46.~~ The failure specifically to include any particular provisions of the Purchase Agreement including any of the documents, agreements, or instruments executed in connection therewith in this Sale Order shall not diminish or impair the efficacy of such provision, document, agreement, or instrument, it being the intent of this Court that the Purchase Agreement and each document, agreement or instrument be authorized and approved in its entirety.

33. ~~47.~~ To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Motion in this Bankruptcy Case, the terms of this Sale Order shall govern.

34. ~~48.~~ To the extent there are any inconsistencies between the terms of this Sale Order and the Purchase Agreement (including all ancillary documents executed in connection therewith), the terms of this Sale Order shall govern.

35. ~~49.~~ The Purchase Agreement and any related agreements, documents, or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court.

36. ~~50.~~ The provisions of this Sale Order are nonseverable and mutually dependent.

37. ~~51.~~ Notwithstanding Bankruptcy Rules 6004(h), ~~6006(d)~~, 7062, and 9014, this Sale Order shall be effective immediately upon entry and the Debtors and the Purchaser are authorized to close the Sale immediately upon entry of this Sale Order, in accordance with the Purchase Agreement.

38. ~~52.~~ The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Sale Order.

39. At Closing of the Sale, to the extent of any unpaid Obligations owed to the DIP Lender (as such terms are used in the Final DIP Order [Docket No. 111], the DIP Lender shall be paid directly from the proceeds of the Sale sufficient cash to satisfy, in full, all such Obligations (including principal, interest, and fees, and including all accrued and unpaid legal fees and expenses). If the funds at Closing are insufficient to satisfy such amounts in full, the DIP Lender shall be paid all proceeds of such Sale, plus up to \$2 million in cash on hand at Water Gremlin Holdings, for application to those same amounts (to the extent outstanding).

40. ~~53.~~ This Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the Purchase Agreement, all amendments thereto and any waivers and consents thereunder and each of the agreements

executed in connection therewith to which the Debtors are a party or which has been assigned by the Debtors to the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to Purchase Agreement or the Sale.

Dated: _____, 2023
Wilmington, Delaware

THE HONORABLE LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Document comparison by Workshare Compare on Wednesday, December 20, 2023 12:17:33 AM

Input:	
Document 1 ID	file:///C:/Users/yulisa.courina/Downloads/FOR REDLINE Accuma Water Gremlin - Sale Motion - Exhibit F (Sale Order) 4862-7612-7119 v.1.docx
Description	FOR REDLINE Accuma Water Gremlin - Sale Motion - Exhibit F (Sale Order) 4862-7612-7119 v.1
Document 2 ID	file:///C:/Users/yulisa.courina/Documents/For Filling/Sale or Auction/Accuma/Water Gremlin - Sale Motion - Exhibit F (Sale Order)-v8 (002).docx
Description	Water Gremlin - Sale Motion - Exhibit F (Sale Order)-v8 (002)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
~~Deletion~~	
~~Moved from~~	
<u>Moved to</u>	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	158
Deletions	197
Moved from	0
Moved to	0
Style changes	0

Format changes	0
Total changes	355

Exhibit 3

Summary of Material Terms

Summary of Material Terms of Successful Bid¹

Sellers	Water Gremlin Holdings, Inc.
Purchaser	Accuma Corporation
Sale to Insider Local Rule 6004-1(b)(iv)(A)	The Purchaser is not an “insider” as defined in section 101(31) of the Bankruptcy Code.
Agreements with Management Local Rule 6004-1(b)(iv)(B)	None
Releases Local Rule 6004-1(b)(iv)(C)	The Revised Sale Order includes standard language approving the sale of assets free and clear of all Liens, Claims and other interests. <i>See Revised Sale Order, §§ FF, GG, 7, 9.</i>
Private Sale/No Competitive Bidding Local Rule 6004-1(b)(iv)(D)	The Successful Bid is the result of a competitive bidding process pursuant to the Bidding Procedures Order, including an Auction conducted by the Sellers on December 18, 2023.
Closing and Other Deadlines Local Rule 6004-1(b)(iv)(E)	The Closing shall occur no later than January 31, 2024. The Successful Bid Purchase Agreement requires the parties to use commercially reasonable efforts to cause the Bankruptcy Court to enter the Sale Order by no later than 11:59 p.m. prevailing Eastern Time on December 29, 2023. <i>See Successful Bid Purchase Agreement, §§ 9.1(a)(ii), 10.6(c).</i>
Good Faith Deposit Local Rule 6004-1(b)(iv)(F)	In accordance with the Bidding Procedures, the Successful Bidder deposited a good faith deposit of \$2,323,024.80 in a segregated account. <i>See Successful Bid Purchase Agreement, § 2.5.</i>

¹ In the event of any conflict between the summary of the Successful Bid Purchase Agreement or the Revised Sale Order set forth in this Notice and the terms of the Successful Bid Purchase Agreement or the Revised Sale Order, the terms of the Successful Bid Purchase Agreement or the Revised Sale Order, as applicable, shall govern in all respects. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Successful Bid Purchase Agreement.

Interim Arrangements with Proposed Purchaser Local Rule 6004-1(b)(iv)(G)	The Seller has not entered into any interim agreement or arrangements with the Purchaser.
Use of Proceeds Local Rule 6004-1(b)(iv)(H)	The proceeds will be used to repay the Debtors' debtor-in-possession financing and fund distributions in accordance with a confirmed plan. <i>See Revised Sale Order § 39.</i>
Tax Exemption Local Rule 6004-1(b)(iv)(I)	The Revised Sale Order does not provide for a tax exemption under section 1146(a) of the Bankruptcy Code.
Record Retention Local Rule 6004-1(b)(iv)(J)	Certain books and records of the Sellers relating to taxes are retained by the Sellers until the expiration of the statute of limitations for the respective tax periods, with copies to be delivered to the Purchaser. <i>See Successful Bid Purchase Agreement, § 8.3.</i> Purchaser shall retain, for a period of seven years, the Seller's books and records, including personnel files, relating to periods prior to the Closing in a manner consistent with the prior practices of Sellers. <i>See Successful Bid Purchase Agreement, § 10.9.</i>
Sale of Avoidance Actions Local Rule 6004-1(b)(iv)(K)	The Revised Sale Order and the Successful Bid Purchase Agreement do not contain any provision pursuant to which the Seller seeks to sell or otherwise limit rights to pursue avoidance claims under chapter 5 of the Bankruptcy Code.
Requested Findings as to Successor Liability Local Rule 6004-1(b)(iv)(L)	The Revised Sale Order provides that the Purchaser and its Affiliates shall not be (i) deemed a "successor" in any respect to the Debtors and their estates as a result of the consummation of the sale under any theory of law or equity (other than with respect to Assumed Liabilities assumed by the Purchaser under the Successful Bid Purchase Agreement), (ii) deemed to have, <i>de facto</i> or otherwise, merged, or consolidated with or into the Debtors, and (iii) deemed to have substantial continuity with the Debtors. <i>See Revised Sale Order, §§ BB, 16, 22.</i>
Sale Free and Clear of Unexpired Leases	The Revised Sale Order includes standard language approving the sale of assets free and clear of all Liens, Claims and other interests. <i>See Revised Sale Order, §§ FF, GG, 7, 9.</i>

Local Rule 6004-1(b)(iv)(M)	
Credit Bid Local Rule 6004-1(b)(iv)(N)	Pursuant to the Bidding Procedures Order, the DIP Lender had the right to credit bid pursuant to section 363(k) of the Bankruptcy Code. However, the DIP Lender did not exercise such right.
Relief from Bankruptcy Rule 6004(h) Local Rule 6004-1(b)(iv)(O)	The Revised Sale Order provides that the Sale Order will be effective immediately upon entry. <i>See Revised Sale Order, § 37.</i>