

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

In re:

BOUNDLESS BROADBAND, LLC, *et al.*

Debtors.¹

Chapter 11

Case No. 25-10948 (BLS)
(Jointly Administered)

Related D.I.: 86, 281, 319 and 465

**ORDER (I) APPROVING THE SALE OF SUBSTANTIALLY ALL ASSETS OF THE
DEBTORS, FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES,
AND INTERESTS, (II) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT
OF CONTRACTS AND LEASES, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) seeking entry of an order (this “**Order**”) authorizing and approving: (a) the Debtors’ entry into the Asset Purchase Agreement, dated as of August 28, 2025 in the form attached hereto as **Exhibit 1** (including all exhibits, schedules, and annexes thereto, and as modified by this Order, the “**APA**”), between the Debtors (in such capacity, the “**Sellers**”) and ITG Communications, LLC (“**ITG**”) and its designee(s) (each a “**Purchaser**”, and collectively, “**Purchasers**”); (b) the proposed sale of the Acquired Assets (as defined in the APA) free and clear of all liens, claims, rights, interests, charges, or encumbrances (collectively, “**Encumbrances**”) other than any Assumed Liabilities (as defined in the APA) and Permitted Liens (as defined in the APA exclusive of clause (h) in the definition therein of “Permitted Liens”); (c) the assumption of the Assumed Contracts (as defined in the APA) and assignment and sale of the Assumed Contracts

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Boundless Broadband, LLC (9851), Tilson Technology Management, Inc. (9537) and Tilson Middle Street Holding, LLC (9323). The Debtors’ mailing address is 16 Middle Street, 4th Floor, Portland, Maine 04101.

² Capitalized terms used but not defined herein are defined in the Motion, or, if specified, the APA (defined below) or the DIP Order (as defined in the Motion and approved on a final basis at D.I. 228 and as may be further supplemented from time to time).

to Purchaser; and (d) granting related relief; and the Court having entered an order on July 24, 2025 [D.I. 281], as supplemented on August 7, 2025 [D.I. 319] (together, the “**Bid Procedures Order**”) approving, among other things, the bid procedures (the “**Bid Procedures**”), the proposed form of notice of the Sale Hearing, and the proposed form of notice of the potential assumption and assignment of executory contracts and unexpired leases; and such notice having been provided in accordance with the Bid Procedures [*see* D.I. 302, 320, 321, 329, 333, 334, 339, 411, 415, 417 & 418]; and after an extensive marketing process conducted in accordance with the Bid Procedures, an Auction was held and conducted pursuant to the terms of the Bid Procedures Order on August 28, 2025, at the conclusion of which, Purchaser was declared the Successful Bidder, and the combined bid of Clear Plan, LLC (“**ClearPlan**”) and Lumin8 Transportation Technologies, LLC, were declared the Back-Up Bidders [*see* D.I. 387]; and the Court having conducted a hearing on the Motion on September 15, 2025 (the “**Sale Hearing**”); and ITG having notified the Debtors and other parties in interest that it seeks to exercise its designation right in the APA (the “**Designation Right**”), ITG having exercised its Designation Right to designate ClearPlan as its designee under the APA and a Purchaser under this Order solely with respect to the subset of Acquired Assets identified on **Exhibit 2** hereto (the “**ClearPlan Acquired Assets**”) and the subset of Assumed Contracts identified on **Exhibit 2** hereto (the “**ClearPlan Assumed Contracts**,” the Sale of the ClearPlan Acquired Assets and ClearPlan Assumed Contracts to ClearPlan pursuant to the Designation Right, the “**Designation Transaction**”), ClearPlan having agreed to fund a portion of the Purchase Price as set forth in paragraph 38 of this Order in exchange for the ClearPlan Acquired Assets and ClearPlan Assumed Contracts, the Debtors and the Secured Parties having consented to ITG’s exercise of the Designation Right and the Designation Transaction, all of which is subject to paragraph 39 of this Order; and it appearing that all interested

parties were offered an opportunity to be heard with respect to the Motion; and the Court having (a) reviewed and considered the Motion, all relief related thereto, any objections thereto and statements of counsel and the evidence presented in support of the relief requested by the Debtors in the Motion at the Sale Hearing, including the *Declaration of Andrew Bracy of Woodward Park Partners, LLC, in Support of the Debtors' Sale Motion* [D.I. 423], the *Declaration of Richard Arrowsmith, Chief Restructuring Officer of the Debtors, in Support of Debtors' Sale Motion* [D.I. 422], and the *Declaration of ClearPlan, LLC, Designee of Purchaser With Regard to Debtors' CIT Business, in Support of Motion (i) Approving the Sale of Substantially All Assets of the Debtors, free and Clear of All Liens, Claims, Encumbrances, and Interests, (ii) Authorizing the Assumption and Assignment of Contracts and Leases, and (iii) Granting Related Relief* [D.I. 449] (the “**ClearPlan Declaration**”), and (b) found that, after an appropriate marketing process by the Debtors under the facts and circumstances of these cases, Purchaser has submitted the highest or otherwise best bid for the Acquired Assets; and adequate and sufficient notice of the Bid Procedures, the APA, the Motion and all transactions (the “**Sale**”) contemplated thereunder and in this Order were given pursuant to and consistent with the Bid Procedures Order and the Bankruptcy Code; and it appearing that the relief granted herein is in the best interests of the Debtors, their estates, creditors, and other parties in interest; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon; and good and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:³

³ All findings of fact and conclusions of law announced by the Court at the Sale Hearing are hereby incorporated herein to the extent not inconsistent herewith. In addition, findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Bankruptcy Rule 7052.

A. This Court has jurisdiction to consider the Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

B. The statutory predicates for the relief sought in the Motion are sections 105, 363 and 365 of the Bankruptcy Code, as supplemented by Bankruptcy Rules 2002, 6004, 6006, 9007 and 9014, and Local Rule 6004-1.

C. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 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 expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

D. Notice of the Motion, the time and place of the proposed Auction, the time and place of the Sale Hearing and the time for filing objections to the Motion (the “**Sale Notice**”) was reasonably calculated to provide all interested parties with timely and proper notice of the Sale, the Auction, and the Sale Hearing.

E. As evidenced by the certificates of service previously filed with the Court and delineated above, proper, timely, adequate, and sufficient notice of the Motion, Sale Hearing, APA, Sale and transactions contemplated thereby, has been provided in accordance with the Bid Procedures Order, sections 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007 and 9008. The Debtors have complied with all obligations to provide notice of the Motion as set forth in the Bid Procedures Order. The notices described above were good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, Auction, APA, Sale or Sale Hearing is or shall be required.

F. As demonstrated by evidence proffered or adduced, and the representations of counsel at the Sale Hearing, the Debtors have conducted a thorough marketing process and a fair and open sale process in compliance with the Bid Procedures Order. The Bid Procedures were non-collusive, substantively and procedurally fair to all parties, were the result of arm's-length negotiations, and afforded a full, fair, and reasonable opportunity for any interested party to obtain necessary due diligence information and to submit the materials required under the Bid Procedures Order by the Bid Deadline. Through marketing efforts and a competitive sale process conducted in accordance with the Bid Procedures Order, the Debtors: (i) afforded interested potential purchasers a full, fair, and reasonable opportunity to qualify as bidders and submit their highest or otherwise best offer to purchase the Debtors' assets; (ii) provided potential purchasers sufficient information to enable them to make an informed judgment on whether to bid on the Debtors' assets; and (iii) considered any bids submitted on or before the Bid Deadline. Based upon the circumstances and record of these chapter 11 cases, all creditors and other parties in interest and all prospective purchasers have been afforded a reasonable and fair opportunity to bid for the Debtors' assets.

G. In accordance with the Bid Procedures Order, the Debtors served notices of potential assumption and assignment [D.I. 321, 334, 411 & 418] (together, the "**Assumption and Assignment Notices**"), which identify the amount that the Debtors believe is required to be paid to cure any defaults arising under the contract or lease pursuant to section 365(b)(1) of the Bankruptcy Code (the "**Cure Amount**"), upon the applicable contract or lease counterparties to an Assumed Contract (the "**Contract Counterparties**"). The service and provision of the Assumption and Assignment Notices was good, sufficient, and appropriate under the circumstances and no further notice need be given in respect of assumption, assignment and sale

of the Assumed Contracts or establishing a Cure Amount for the respective Assumed Contract. The Contract Counterparties to the Assumed Contracts have had or will have an adequate opportunity to object to assumption and assignment of the applicable Assumed Contract to Purchaser or the Back-Up Bidders and the Cure Amount set forth in the Assumption and Assignment Notices (including objections related to the adequate assurance of future performance and objections based on whether applicable law excuses the Contract Counterparty from accepting performance by, or rendering performance to, Purchasers for purposes of section 365(c)(1) of the Bankruptcy Code). To the extent that the deadline to file an objection to the stated Cure Amount or to the proposed assumption, assignment, or transfer of an Assumed Contract (a “**Assumed Contract Objection**”) has expired and any such party timely filed an Assumed Contract Objection, all such Assumed Contract Objections have been resolved, withdrawn, overruled, or continued to a later hearing by agreement of the parties. To the extent that any such party did not timely file an Assumed Contract Objection by the applicable deadline (each, an “**Assumed Contract Objection Deadline**”), such party shall be deemed to have consented to (i) the assumption, assignment and sale of the Assumed Contract and (ii) the proposed Cure Amount set forth on the applicable Assumption and Assignment Notice.

H. Subject to the entry of this Order, each Debtor has the requisite corporate power and authority to execute, deliver, and perform its obligations under the APA and all other documents contemplated thereby, and has taken all requisite corporate or other organizational action and formalities necessary to authorize and approve the execution, delivery and performance of its obligations under the APA and to consummate the Sale, including as required by its organizational documents, and upon execution thereof, the APA and the related documents were or will be duly executed and delivered by each Debtor and enforceable against such Debtor in

accordance with their terms and, assuming due authorization, execution and delivery thereof by the other parties thereto, constituted or will constitute a valid and binding obligation of each Debtor. No government, regulatory, or other consents other than those expressly provided for in the APA were required for the execution, delivery and performance by the Debtors of the APA or the consummation of the Sale contemplated thereby. No consents or approvals of the Debtors, other than those expressly provided for in the APA or this Order, are required for the Debtors to consummate the Sale.

I. The APA was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia. Neither the Debtors nor the Purchasers is entering into the transactions contemplated by the APA fraudulently for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims or similar claims.

J. The Acquired Assets are property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. Subject to sections 363(f) and 365(a) of the Bankruptcy Code, the transfer of each of the Acquired Assets to each Purchaser, in accordance with the APA will be, as of the Closing Date, a legal, valid, and effective transfer of the Acquired Assets, which transfer vests or will vest Purchasers with all right, title, and interest of the Debtors to the Acquired Assets free and clear of all Encumbrances, other than Assumed Liabilities and Permitted Liens, to the fullest extent permitted by applicable law. Encumbrances shall include, but not be limited to, all debts arising under, relating to, or in connection with any act of the Debtors, or claims, liabilities, obligations, demands, guaranties, options, rights, contractual commitments, restrictions, restrictive covenants, covenants not to compete, rights to refunds, rights of first refusal or first offers, escheat obligations, interests and

matters of any kind and nature, whether arising prior to or subsequent to the commencement of these cases, and whether imposed by agreement, applicable law, equity or otherwise (including, without limitation, rights with respect to claims and Encumbrances (i) that purport to give to any party a right of setoff against, or a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase or repurchase right or option, or termination of, any of the Debtors' or Purchasers' interests in the Acquired Assets, or any similar rights, (ii) in respect of taxes owed or accrued by the Debtors for periods prior to the Closing Date, including, but not limited to, sales, income, use or any other type of tax, or (iii) in respect of restrictions, rights of first refusal, charges or interests of any kind or nature, if any, including, without limitation, any restriction of use, voting, transfer, receipt of income, or other exercise of any attributes of ownership) relating to, accruing or arising any time before the Closing Date, with the exception of the Assumed Liabilities and Permitted Liens.

K. Good and sufficient reasons for approval of the APA and the transactions to be consummated in connection therewith have been articulated, and the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest. The Debtors have demonstrated both (i) good, sufficient and sound business purposes and justifications and (ii) compelling circumstances for the Sale other than in the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code, outside of a plan of reorganization, in that, among other things, immediate consummation of the Sale to Purchasers is necessary and appropriate to maximize the value of the Debtors' estates.

L. The Sale must be approved and consummated promptly in order to maximize the value of the Debtors' estates. Time is of the essence in consummating the Sale. Given all of the circumstances of these chapter 11 cases and the adequacy and fair value of the purchase price, the

proposed Sale constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved.

M. The consummation of the Sale and the assumption, assignment and sale of the Assumed Contracts are legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), and 365, and all of the applicable requirements of such sections have been complied with in respect of the transaction.

N. The APA was negotiated, proposed, and entered into by the Debtors and Purchaser without collusion, in good faith, and from arm's-length bargaining positions, ITG properly disclosed and exercised the Designation Right, and the Sale is substantively and procedurally fair to all parties in interest. Based on the record in these cases and at the Sale Hearing, neither any of the Debtors nor Purchasers has engaged in any conduct that would cause or permit the APA to be avoided under section 363(n) of the Bankruptcy Code. Specifically, Purchasers have not acted in a collusive manner with any person and the purchase price was not controlled by any agreement among bidders. The Debtors and Purchasers have fully disclosed the identities of each entity participating in each Purchaser's bid. Purchasers are purchasing their Acquired Assets, in accordance with the APA, in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to all of the protections afforded by such provision, and otherwise has proceeded in good faith in all respects in connection with the Debtors' chapter 11 cases. As demonstrated by (i) evidence proffered or adduced at the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, appropriate marketing efforts and a competitive sale process were conducted in accordance with the Bid Procedures Order and, among other things: (a) the Debtors and Purchasers complied with the provisions in the Bid

Procedures Order; (b) Purchasers agreed to subject its Bid to the competitive bid procedures set forth in the Bid Procedures Order; and (c) all payments to be made by Purchasers in connection with the Sale have been disclosed.

O. The Debtors conducted the Auction in accordance with, and have otherwise complied in all material respects with, the Bid Procedures Order. The procedures established in the Bid Procedures Order afforded a full, fair and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Acquired Assets. The Bid Procedures and the opportunity to submit a higher or otherwise better bid were duly noticed and conducted in a non-collusive, fair, and good faith manner, and a reasonable opportunity was given to any interested party to make a higher or otherwise better offer for the Acquired Assets. The APA constitutes the highest or otherwise best offer for the Acquired Assets and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The Debtors' determination that the APA constitutes the highest or otherwise best offer for the Acquired Assets is a valid and sound exercise of their fiduciary duties and constitutes a valid and sound exercise of the Debtors' business judgment. The APA is a valid and binding contract between the Debtors and Purchaser and shall be enforceable according to its terms, including with regard to the Designation Right.

P. The consideration provided by Purchasers pursuant to the APA (i) is fair and reasonable, (ii) is the highest or otherwise best offer for the Acquired Assets, and (iii) constitutes reasonably equivalent value and fair consideration (as those terms are defined in each of the Uniform Voidable Transactions Act, the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and section 548 of the Bankruptcy Code) under the laws of the United States, any state, territory, possession, or the District of Columbia. No other person or entity or group of

entities has offered to purchase the Acquired Assets for greater value to the Debtors' estates than Purchaser.

Q. No Purchaser is holding itself out to the public as a continuation of the Debtors, and no common identity of directors, stockholders, members, or other equity holders exists between Purchasers and the Debtors. The Sale does not amount to a consolidation, merger, or *de facto* merger of Purchasers and Debtors and/or Debtors' bankruptcy estates; there is no substantial continuity, common identity, or continuation of enterprise between the Debtors and Purchasers. No Purchaser is a mere continuation of the Debtors or their bankruptcy estates, and Purchasers do not constitute an alter ego or a successor in interest to the Debtors or their bankruptcy estates.

R. Except for the contractual commitments of Purchasers under the Assumed Liabilities and Permitted Liens, if any, each Purchaser is not, and shall not be considered or deemed, as result of any action taken in connection with the Sale or for any other reason, to be a successor in interest or otherwise of the Debtors or their estates for any purpose, including but not limited to under any federal, state, or local statute or common law, or revenue, pension, ERISA, tax, labor, employment, environmental, escheat or unclaimed property laws, or other law, rule, or regulation (including without limitation filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule, or regulation or doctrine or common law, or under any product warranty liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine and Purchaser and its affiliates shall have no liability or obligation under the Workers Adjustment and Retraining Act (the "**WARN Act**"), 929 U.S.C. §§ 210 et seq., or the Comprehensive Environmental Response Compensation and Liability Act, and shall not be deemed to be a "successor employer" for purposes of the Internal Revenue Code of 1986, Title VII of the

Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disability Act, the Family Medical Leave Act, the National Labor Relations Act, the Labor Management Relations Act, the Older Workers Benefit Protection Act, the Equal Pay Act, the Civil Rights Act of 1866 (42 U.S.C. 1981), the Employee Retirement Income Security Act, the Multiemployer Pension Protection Act, the Pension Protection Act and/or the Fair Labor Standards Act. Except for the Assumed Liabilities and Permitted Liens set forth in the APA, the (i) transfer of the Acquired Assets to Purchasers and (ii) assumption, assignment and sale to Purchasers of the Assumed Contracts do not and will not subject Purchasers to any liability whatsoever with respect to the operation of the Debtors' business before the Closing Date or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of equitable law, including any theory of antitrust or successor or transferee liability. For the avoidance of doubt, with respect to the Assumed Contracts, any contractual warranty claims under the Assumed Contracts and claims by any Contract Counterparty to the Assumed Contracts for contribution toward third-party injury, damage, or loss are not limited, waived, released, or disclaimed and are affirmatively assumed by Purchasers solely to the extent provided in the Assumed Contracts.

S. Subject to the terms of this Order, the Debtors may sell the Acquired Assets free and clear of any Encumbrances, other than the Assumed Liabilities and Permitted Liens, to the fullest extent permitted by applicable law. No Purchaser would have entered into the APA or offered or accepted the Designation Right and would not consummate the transactions contemplated thereby if the Sale to Purchasers was not free and clear of all Encumbrances other than the Assumed Liabilities and Permitted Liens. The Debtors may sell the Acquired Assets free

and clear of any Encumbrances of any kind or nature whatsoever 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. Subject to the terms of this Order, each entity with any Encumbrances of any kind on the Acquired Assets to be transferred on the Closing Date: (i) has, subject to the terms and conditions of this Order, consented to the Sale or is deemed to have consented to the Sale; (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Encumbrances; or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code. Those holders of Encumbrances who did not object to the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Notwithstanding anything to the contrary in this Order or the APA, the Acquired Assets are “Collateral” as that term is defined in the DIP Order, and (i) all Encumbrances against the Acquired Assets sold free and clear pursuant to this Order, including all Encumbrances of the Secured Parties granted under the DIP Order, the DIP Loan Documents and/or the Prepetition Loan Documents (as such terms are defined in the DIP Order), shall automatically attach to all proceeds of the Sale in the same order of priority, validity, force and effect as they had against the Acquired Assets prior to the Sale and, as to Encumbrances other than those held by the Secured Parties pursuant to the DIP Order, the DIP Loan Documents, and/or the Prepetition Loan Documents, subject to any rights, claims, and defenses the Debtors or their estates, as applicable, may possess with respect thereto; and (ii) all proceeds of the Sale shall be indefeasibly paid to the DIP Agent and/or Prepetition Agent (as applicable) pursuant to terms of Section 5.3 of the DIP Order.

T. The APA and Sale do not constitute an impermissible *sub rosa* chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford.

U. Notice of the Debtors' assumption, assignment and sale to Purchasers of the Assumed Contracts has been provided to each Contract Counterparty, together with the Cure Amount, if any, to be paid by a Purchaser to such Contract Counterparty to cure any defaults under, and to otherwise comply with the requirements of section 365(b) of the Bankruptcy Code with respect to each Assumed Contract. As to each Assumed Contract, payment by a Purchaser of the Cure Amount listed on Exhibit A to the Assumption and Assignment Notices (or such other Cure Amount as agreed, in writing, by the Debtors, the applicable Purchaser and the Contract Counterparty to the applicable Assumed Contract or ordered by this Court) is sufficient for the Debtors to comply fully with the requirements of section 365(b) of the Bankruptcy Code. In addition, each Purchaser has provided adequate assurance of its ability to perform its obligations under each of the Assumed Contracts within the meaning of section 365 of the Bankruptcy Code, including, with respect to ClearPlan, as evidenced by the ClearPlan Declaration. All other requirements and conditions under the Bankruptcy Code for the assumption by the Debtors and assignment and sale to Purchasers of the Assumed Contracts have been satisfied. Therefore, subject to the terms of this Order, the Assumed Contracts may be assumed by the Debtors and assigned to the respective Purchaser.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is granted to the extent set forth herein.
2. Any objections or reservation of rights filed or asserted in response to the Motion and the relief granted herein, to the extent not resolved as set forth herein or on the record at the Sale Hearing, are hereby overruled on the merits in their entirety with prejudice, other than objections to Cure Amounts that may be adjourned pursuant to the Bid Procedures Order. Those

parties who did not object or withdrew their objection to the Motion are deemed to have consented pursuant to and for purposes of section 363(f)(2) of the Bankruptcy Code.

3. The APA, and all other ancillary documents, and all of the terms and conditions thereof, as well as exercise of the Designation Right are hereby approved in all respects, except that Section 3.2(b)(iii) of the APA shall be deemed stricken from the APA and no Cure Amount (or Cure Costs, as defined in the APA) shall be deducted from the Purchase Price or included as a downward adjustment in any calculations under Section 3.4 of the APA.

4. Pursuant to sections 363(b) and 363(f) of the Bankruptcy Code, the Debtors are hereby authorized without the need of further approval from this Court to (i) subject to the consent of the DIP Agent pursuant to the DIP Order and the DIP Loan Documents, execute any additional instruments or documents that may be reasonably necessary or appropriate to implement the APA (including the Designation Right and Designation Transaction), *provided* that such additional documents do not materially change the APA's terms adversely as to the Debtors' estates; (ii) consummate the Sale in accordance with the terms and conditions of the APA and the instruments to the APA contemplated thereby; and (iii) execute and deliver, perform under, consummate, implement, and close fully the transactions contemplated by the APA, including the assumption, assignment and sale to Purchasers (in accordance with the APA) of the Assumed Contracts, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA and the Sale; provided that any additional instruments and documents are subject to the consent of the DIP Agent pursuant to the DIP Order and the DIP Loan Documents. No Purchaser shall be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the APA or any other Sale-related document. The automatic stay imposed by section 362 of the Bankruptcy Code is

modified solely to the extent necessary to implement the preceding sentence and the other provisions of this Order, *provided, however*, that this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

5. This Order and terms and provisions of the APA shall be binding in all respects upon the Debtors, their estates, all creditors of, and holders of equity interests in, the Debtors, any holders of Encumbrances in, against, or on all or any portion of the Acquired Assets (whether known or unknown), any party in interest in the Debtors' chapter 11 cases, Purchasers and all successors and assigns of Purchasers, the Acquired Assets, and any trustees subsequently appointed in the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code of the Debtors' cases. This Order and the APA shall inure to the benefit of the Debtors, their estates and creditors, Purchasers, and the respective successors and assigns of each of the foregoing. The APA shall not be subject to rejection or avoidance by the Debtors, their estates, their creditors, their equity holders, any party in interest or any trustee, examiner, or receiver. Any trustee appointed in these chapter 11 cases shall be and is hereby authorized to operate the business of the Debtors to the fullest extent necessary to comply with the terms of this Order and the APA.

6. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

7. The Sale of the Acquired Assets to Purchasers pursuant to the APA (including the Designation Right) and the consummation of the transactions contemplated thereby (including the Designation Transaction) do not require any consents other than as specifically required in the APA, the DIP Order and the DIP Loan Documents. Each and every federal, state and local government agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transaction contemplated by the APA.

A certified copy of this Order may be filed with the appropriate clerk or recorded with any recorder of any state, county or local authority to act to cancel any Encumbrances.

8. Subject to the terms of this Order, and pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, on and after the Closing the Debtors are authorized to transfer the Acquired Assets to Purchasers in accordance with the APA and this Order, and such transfer shall constitute a legal, valid, binding, and effective transfer of the Acquired Assets. Such transfer of the Acquired Assets shall vest Purchasers with title in and to the Acquired Assets and, other than the Assumed Liabilities and Permitted Liens (which, for ClearPlan, shall be limited to those Assumed Liabilities allocated to ClearPlan upon consummation of the Designation Transaction, solely with regard to the ClearPlan Assumed Assets and ClearPlan Assumed Contracts) and except as otherwise provided in this Order, Purchasers shall take title to and possession of the Acquired Assets, free and clear of all Encumbrances of any kind or nature whatsoever, including but not limited to successor or successor in interest liability and claims in respect of the Excluded Liabilities (as defined in the APA) and, notwithstanding anything to the contrary in this Order, all such Encumbrances, including those of the Secured Parties granted under the DIP Order, the DIP Loan Documents, and the Prepetition Loan Documents, shall automatically attach to the Purchase Price and all other proceeds of the Sale, with the same validity, force and effect, and in the same order of priority, which such Encumbrance had prior to the Sale and, as to Encumbrances other than those held by the Secured Parties under the DIP Order, the DIP Loan Documents and/or the Prepetition Loan Documents, subject to any rights, claims and defenses of the Debtors or their estates in connection therewith. Notwithstanding anything to the contrary in this Order or the APA, upon Closing and pursuant to Section 5.3 of the DIP Order, the Purchase Price and all other proceeds of the Sale shall, other than as agreed to in writing by the DIP Agent,

in consultation with the Committee, with respect to agreed amounts to be funded out of sale proceeds under the DIP Budget, be indefeasibly paid to the DIP Agent for application to the DIP Obligations in such order and manner as the DIP Agent may determine in its discretion, in accordance with the terms of the DIP Order and the DIP Loan Documents, and after the DIP Obligations have been indefeasibly paid in full, all remaining proceeds of the Sale shall be remitted to the Prepetition Agent for application to the Prepetition Secured Obligations (as such terms are defined in the DIP Order), in such order and manner as the Prepetition Agent may determine in its discretion, in accordance with the terms of the DIP Order and the Prepetition Loan Documents (as such term is defined in the DIP Order). Nothing in the Order shall be deemed to modify, alter or impair the terms and provisions of the DIP Order, the DIP Loan Documents, the Prepetition Loan Documents, or any liens or security interests of the Secured Parties in assets that are not the Acquired Assets. For the avoidance of doubt, nothing herein shall be deemed to transfer any Excluded Assets (as defined in the APA) and Excluded Claims (as defined in the APA) to Purchasers or otherwise impact or impair such Excluded Assets and Excluded Claims.

9. All holders of Encumbrances that are not Assumed Liabilities and Permitted Liens are adequately protected by having their Encumbrances attached to the cash proceeds received by the Debtors that are ultimately attributable to the Acquired Assets against or in which such Encumbrances are asserted, subject to the terms of such Encumbrances with the same validity, force, and effect, and in the same order of priority, which such Encumbrances now have against the Acquired Assets or their proceeds, if any, subject to any rights, claims and defenses of the Debtors and their estates in connection therewith.

10. Unless otherwise expressly included in the Assumed Contracts, and except for Assumed Liabilities and Permitted Liens, and as otherwise provided in this Order, on and after the

Closing, Purchasers shall not be responsible for any Encumbrances, including, but not limited to, in respect of the following: (a) any mortgages, deeds of trust, and security interests; (b) any claims that might otherwise arise under or pursuant to (i) the Employee Retirement Income Security Act, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the WARN Act, (vii) the Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act, (ix) the Family Medical Leave Act, (x) the Labor Management Relations Act, (xi) the Comprehensive Environmental Response Compensation and Liability Act, (xii) the Multiemployer Pension Protection Act, (xiii) the Pension Protection Act, (xiv) the Consolidated Omnibus Reconciliation Act of 1985, (xv) other federal or state environmental laws, (xvi) state discrimination laws, (xvii) state unemployment compensation laws or any other similar state laws, or (xviii) any other state or federal benefits or claims relating to any employment with the Debtors or any of its respective predecessors; (c) any bulk sales or similar law; (d) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, or any state or local tax laws; (e) any escheat or unclaimed property laws; (f) any labor or employment agreements; (g) any pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs; (h) to the extent not included in the foregoing, any of the Excluded Liabilities under the APA; and (i) any theories of successor or transferee liability as a result of any action taken in connection with the Sale.

11. On the Closing Date and subject to the terms of this Order, each of the Debtors' creditors is authorized to execute such documents and take all other actions as may be reasonably necessary to release its Encumbrances (other than Assumed Liabilities and Permitted Liens) or

other interests in the Acquired Assets, if any, as such Encumbrances may have been recorded or may otherwise exist.

12. Subject to the terms of this Order, if any person or entity which has filed statements or other documents or agreements evidencing Encumbrances on, against, or in, all or any portion of the Acquired Assets (other than statements or documents with respect to the Assumed Liabilities and Permitted Liens) shall not have delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Encumbrances of any kind or other interests which the person or entity has or may assert with respect to all or any portion of the Acquired Assets, the Debtors are hereby authorized, and Purchasers are hereby authorized, to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Acquired Assets.

13. On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer to Purchasers of the Debtors' interests in the Acquired Assets. Except as to Assumed Liabilities, Permitted Liens, or as otherwise provided herein, this Order is and shall be effective as a determination that, on the Closing Date, all Encumbrances or other interest of any kind or nature whatsoever existing as to the Acquired Assets prior to the Closing Date shall have been unconditionally released, discharged, and terminated to the fullest extent permitted by applicable law, and that the conveyances described herein have been effected. This Order shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative

agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby authorized to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any Encumbrances and other interests of record except those assumed as the Assumed Liabilities and Permitted Liens.

14. All persons or entities that are presently, or on the Closing Date may be, in possession of some or all of the Acquired Assets to be sold, transferred, or conveyed (wherever located) to Purchasers pursuant to the APA and Designation Right are hereby directed to surrender possession of the Acquired Assets to Purchasers on the Closing Date or at such later time as Purchasers reasonably request. Subject to the terms, conditions and provisions of this Order, all persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and/or transfer the Acquired Assets to Purchasers in accordance with the terms of the APA.

15. To the greatest extent available under applicable law, each Purchaser 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 Acquired Assets, including the Assumed Contracts, and, to the extent provided for under the APA, all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been transferred to Purchasers as of the Closing Date. To the extent provided by section 525 of the

Bankruptcy Code, no Governmental Unit may revoke or suspend any grant, permit, or license relating to the operation of the Acquired Assets sold, transferred, assigned, or conveyed to Purchaser or its affiliates on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Sale set forth in the APA.

16. Except for the Assumed Liabilities, Permitted Liens, and any rights or obligations set forth in the Assumed Contracts, no Purchaser shall have any liability or other obligation of the Debtors related to any of the Acquired Assets that arose prior to the Closing Date. Without limiting the generality of the foregoing, and as expressly permitted in the APA, no Purchaser shall be liable for any Encumbrances (other than the Assumed Liabilities and Permitted Liens) including, but not limited to, for any liabilities, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing Date.

17. Except with respect to the Assumed Liabilities, Permitted Liens, and any rights and obligations as set forth in the Assumed Contracts, and except as otherwise provided in this Order and subject to the APA (including the Designation Right), on and after the Closing Date all persons and entities, including, but not limited to, all debt holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade creditors, litigation claimants, and other creditors, holding Encumbrances of any kind or nature whatsoever against or in all or any portion of the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured,

contingent or non-contingent, liquidated or unliquidated, senior or subordinate), arising under or out of, in connection with, or in any way relating to the Debtors, the Acquired Assets, the operation of the Debtors' business prior to the Closing Date or the transfer of the Acquired Assets to Purchasers in accordance with the APA, hereby are forever barred, estopped, and permanently enjoined from asserting against any Purchaser, its successors or assigns, its property, or the Acquired Assets, such persons' or entities' Encumbrances in and to the Acquired Assets, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding against any Purchaser, its successors, assets, or properties; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against any Purchaser, its successors, assets or properties; (iii) creating, perfecting, or enforcing any Encumbrances of any kind whatsoever or any other interest against Purchasers, their successors, assets, or properties; (iv) asserting any setoff or right of subrogation of any kind against any obligation due Purchasers or their successors; (v) commencing or continuing any action against Purchaser, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (vi) revoking, terminating, or failing or refusing to transfer or renew any license, permit, or authorization to operate any of the Acquired Assets or conduct the business operated with the Acquired Assets.

18. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Acquired Assets to Purchasers in accordance with the terms of the APA and this Order.

19. Notwithstanding the foregoing, nothing herein shall prevent (i) the Debtors from pursuing an action against Purchaser arising under the APA or the related documents (including

ClearPlan if the Designation Transaction is consummated); (ii) the DIP Agent and/or Secured Parties from pursuing any action to enforce the terms of this Order, the DIP Order, the DIP Loan Documents, and/or the Prepetition Loan Documents, and all such rights are expressly reserved; or (iii) any administrative agencies, governmental, tax and regulatory authorities, secretaries of state, federal, state, and local officials from properly exercising their police and regulatory powers.

20. The Debtors are hereby authorized, in accordance with sections 105(a), 363 and 365 of the Bankruptcy Code, to (a) assume, assign and sell to Purchasers, in accordance with the APA, effective upon the Closing Date, the Assumed Contracts free and clear of all Encumbrances and other interests of any kind or nature whatsoever (other than the Assumed Liabilities and Permitted Liens) and (b) execute and deliver to any Purchaser such documents or other instruments as such Purchaser deems necessary to assign and transfer the Assumed Contracts, the Assumed Liabilities, and Permitted Liens to such Purchaser in accordance with the APA.

21. Purchasers have provided adequate assurance of future performance under the Assumed Contracts within the meaning of section 365 of the Bankruptcy Code. Other than as set forth in paragraphs 35–37, no party has objected to assumption of the Assumed Contracts on the basis that it does not believe that a Purchaser has provided adequate assurance of future performance.

22. Effective as of the Closing Date, the Assumed Contracts shall be assumed by the Debtors and assigned and sold to Purchasers, notwithstanding any provision in any such Assumed Contract or applicable law (including those of the type described in sections 365(b)(2), 365(c), and 365(f) of the Bankruptcy Code) that directly or indirectly prohibits, restricts, or conditions such assignment or transfer, and following the Closing Date shall remain in full force and effect for the benefit of Purchasers, in accordance with the APA, and, pursuant to section 365(k) of the

Bankruptcy Code, the Debtors shall be relieved from any further liability with respect to the Assumed Contracts after such assignment to and assumption by Purchasers in accordance with the APA (including, but not limited to, any Cure Amounts associated with the Assumed Contracts and payable by Purchaser in accordance with the APA); and upon the Closing Date, in accordance with sections 363 and 365 of the Bankruptcy Code, Purchasers shall be fully and irrevocably vested in all rights, title, and interest of each Assumed Contract.

23. All defaults or other obligations of the Debtors under the Assumed Contracts arising or accruing prior to the Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be cured on the Closing Date or as soon thereafter as practicable by payment of the Cure Amounts by Purchasers. To the extent that any Contract Counterparty did not object to its Cure Amount by the applicable Assumed Contract Objection Deadline, such counterparty is deemed to have consented to such Cure Amount and the assumption, assignment and sale of its respective Assumed Contract(s) to Purchasers in accordance with the APA. No Purchaser shall have liability arising or accruing under the Assumed Contracts on or prior to the Closing, except as otherwise expressly provided in the APA, the Assumed Contracts or this Order. The Contract Counterparties to the Assumed Contracts are barred from asserting against the Debtors, their estates, Purchasers, and their respective successors and assigns, any default or unpaid obligation allegedly arising or occurring before the Closing, any pecuniary loss resulting from such default, or any other obligation under the Assumed Contracts arising or incurred prior to the Closing, other than the Cure Amount set forth on the applicable Assumption and Assignment Notice or, with respect to any Adjourned Contract Objections, such other Cure Amount as agreed to by the Debtors (with the consent of Purchasers) or as determined by the Court.

24. Unless otherwise represented by the Debtors in a separate notice, on the record at the Sale Hearing, or pursuant to a contract or lease amendment entered into by the Debtors, a Purchaser, and the appropriate Contract Counterparty (any such amendment being deemed approved by this Order), the Assumption and Assignment Notices reflect the sole amounts necessary under section 365(b) of the Bankruptcy Code to cure all monetary defaults under the Assumed Contracts, and no other amounts are or shall be due in connection with the assumption by the Debtors and the assignment and sale to Purchasers of the Assumed Contracts in accordance with the APA; provided, however, that the applicable Assumed Contract Objection Deadline for the second supplemental Assumption and Assignment Notice [D.I. 411] has not yet passed and all rights with respect to Assumed Contract Objections to the contracts listed in that notice are reserved. For avoidance of doubt, none of the ClearPlan Assumed Contracts are listed in the second supplemental Assumption and Assignment Notice [D.I. 411].

25. Except for the Assumed Liabilities, upon the Debtors' assignment and sale of the Assumed Contracts to Purchasers under the provisions of this Order and any additional orders of this Court and payment of any Cure Amount by Purchasers, no default shall exist under any Assumed Contract, and no Contract Counterparty to any Assumed Contract shall be permitted (i) to declare a default by Purchasers under such Assumed Contract or (ii) otherwise take action against Purchasers as a result of Debtors' financial condition, bankruptcy, or failure to perform any of their obligations under the relevant Assumed Contract. Except for the Assumed Liabilities, each Contract Counterparty to an Assumed Contract hereby is also forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors or Purchasers, or the property of any of them, any default or claim arising out of any indemnity obligation or warranties for acts or occurrences arising prior to or existing as of the Closing, including those constituting Excluded

Liabilities or, against Purchasers, any counterclaim, defense, setoff, recoupment or any other claim asserted or assertable against the Debtors; and (ii) imposing or charging against Purchasers any rent accelerations, assignment fees, increases, or any other fees as a result of the Debtors' assumption, assignment and sale to Purchasers of any Assumed Contract in accordance with the APA.

26. Except as provided in the APA or this Order, after the Closing, the Debtors and their estates shall have no further liabilities or obligations with respect to any Assumed Liabilities and Permitted Liens, and all holders of such Assumed Liabilities and Permitted Liens of any kind whatsoever are forever barred and estopped from asserting such claims against the Debtors, their successors or assigns, their property, or their assets or estates. The failure of the Debtors or Purchasers to enforce at any time one or more terms or conditions of any Assumed Contract shall not be a waiver of such terms or conditions, or of the Debtors' and Purchasers' rights to enforce every term and condition of the Assumed Contracts.

27. Notwithstanding anything to the contrary in this Order or the Assumption and Assignment Notice, and subject to paragraph 35 of this Order, with respect to the Assumed Contracts for which the Contract Counterparties thereto filed timely Assumed Contract Objections that have not been resolved as of the entry of this Order, none of which relate to ClearPlan Assumed Contracts, these Assumed Contract Objections are adjourned (collectively, the “**Adjourned Contract Objections**”). The Cure Amount of any Assumed Contract subject to an Adjourned Contract Objection shall be fixed at the amounts agreed to in writing by the Debtors (subject to the consent of Purchaser) and such counterparties, or if no such agreement is reached, fixed at the amounts ordered by this Court after a hearing at a date and time reasonably determined by the Debtors in consultation with Purchaser (or otherwise scheduled by this Court). Pending the

parties' consensual resolution of the Adjourned Contract Objection or the Court's adjudication of such amounts: (i) any Assumed Contract that is the subject of an Adjourned Contract Objection solely with respect to Cure Amount may be assumed by the Debtors and assigned and sold to Purchaser, provided that the Purchaser segregates the Cure Amount the Contract Counterparty asserts in the Adjourned Contract Objection is required to be paid (or such lower amounts as agreed to by Purchaser and the Contract Counterparty) with proof thereof to the Contract Counterparty; and (ii) Purchaser may elect to re-designate any Assumed Contract to exclude such contract. Upon the Cure Amount subject to an Adjourned Contract Objection becoming fixed as provided for in this paragraph: (a) such fixed amount shall be the "Cure Amount" for the Assumed Contract for all purposes under this Order; (b) Purchaser shall have 10 days from the date the Cure Amount is fixed to elect to re-designate the related Assumed Contract to exclude such contract; and (c) if the Assumed Contract is not re-designated and excluded and was not previously assumed by the Debtors and assigned and sold to Purchaser, such Assumed Contract shall be automatically deemed an Assumed Contract pursuant to this Order.

28. Notwithstanding anything herein to the contrary, and subject to section 2.5 the APA, Purchasers may add or remove any contract or lease from the applicable Schedule of the APA (and thereby include or exclude such Contract from the definition of Assumed Contracts) up to one business day prior to the Closing Date (as defined in the APA) (with ClearPlan only holding such right with regard to the ClearPlan Assumed Contracts). The Debtors shall file a schedule of the Assumed Contracts (including identifying which Assumed Contracts are ClearPlan Assumed Contracts if the Designation Transaction is consummated) reasonably promptly after the Closing Date, and shall supplement such schedule from time to time as necessary to reflect the resolution of Adjourned Contract Objections, with each Contract subject to a resolved Adjourned Contract

Objection being automatically deemed an Assumed Contract pursuant to this Order. For the avoidance of doubt, nothing in this paragraph affects a Purchaser's right to re-designate an Assumed Contract to exclude such contract following any resolution of an Adjourned Contract Objection with respect to the Assumed Contract, whether such resolution occurs before or after the Closing Date.

29. Each Purchaser and its successors and assigns shall not be deemed, as a result of any action taken in connection with the transfer of the Assets, (i) to be a successor to the Debtors or their estates, (ii) to have, de facto or otherwise, merged or consolidated with or into the Debtors or their estates, (iii) to be a continuation or substantial continuation of the Debtors or any enterprise of the Debtors, (iv) to have a common identity with the Debtors, (v) to have acquired the trade or business of any of the Debtors for any purpose under applicable U.S. federal law (including the Bankruptcy Code and the Internal Revenue Code of 1986, as amended), or (vi) to be held out to the public as a continuation of the Debtors or the Debtors' trade or business, and Purchaser shall have no successor, transferee, or vicarious liability of any kind or character, including, but not limited to, under any theory of foreign, federal, state, or local antitrust, environmental, successor, tax, ERISA, assignee, or transferee liability, labor, product liability, employment, de facto merger, substantial continuity, or other law, rule, or regulation, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date. Except as otherwise provided herein or in the APA, the transfer of the Acquired Assets to Purchasers pursuant to the APA shall not result in Purchasers or the Acquired Assets having any liability or responsibility for, or being required to satisfy in any manner, whether in law or in equity, whether by payment, setoff, or otherwise, directly or

indirectly, any claim against the Debtors or against any insider of the Debtors or any liens, claims, interests, or encumbrances.

30. The consideration provided by Purchasers under the APA constitutes (i) reasonably equivalent value under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, and the Uniform Voidable Transactions Act, (ii) fair consideration under the Uniform Fraudulent Conveyance Act, and (iii) 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. The consideration provided by Purchasers for the Acquired Assets under the APA is fair and reasonable, and the Sale pursuant to the APA may not be avoided under section 363(n) of the Bankruptcy Code.

31. The transactions contemplated by the APA are undertaken by Purchasers without collusion and in “good faith,” as that term is used 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, assignment and sale of the Assumed Contracts) with Purchasers, unless such authorization is duly stayed pending such appeal. Each Purchaser is a good faith purchaser of the Acquired Assets, and is entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code.

32. The failure specifically to include any particular provisions of the APA in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the APA be authorized and approved in its entirety; *provided, however*, that this Order shall govern if there is any inconsistency between the APA (including all ancillary documents executed in connection therewith) and this Order. Likewise, all of the provisions of this Order are non-severable and mutually dependent. To the extent that this Order is inconsistent with any prior

order or pleading with respect to the Motion in these chapter 11 cases, the terms of this Order shall control.

33. The APA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto, in writing signed by such parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtors' estates, and are subject to the consent of the DIP Agent as and to the extent set forth in the DIP Order and the DIP Loan Documents.

34. If the Sale to Purchasers (with or without exercise of the Designation Right) is not consummated such that the Debtors require approval of the sale to the Back-Up Bidders, the Debtors will file a notice containing the proposed asset purchase agreements with the Back-Up Bidders, adequate assurance information with respect to the Back-Up Bidders, and a revised proposed form of order(s) approving the Sales to the Back-Up Bidders (the "**Back-Up Bidder Notice**"). Parties in interest shall have fourteen days to object to the Back-Up Bidder Notice. To the extent there are no objections, the Debtors may submit the proposed orders authorizing the Sale to the Back-Up Bidders under certification of counsel without further notice or hearing. Notwithstanding the procedures set forth in this paragraph, the Debtors reserve their right to request an emergency hearing to approve the sale to the Back-Up Bidders if the Sale to Purchasers is not consummated in accordance with the APA. For the avoidance of doubt, ClearPlan shall remain a Back-Up Bidder unless and until the Closing relating to the transaction set forth in the APA occurs.

35. Notwithstanding anything to the contrary in this Order, the APA, or any sale document, (i) the objections of TDS Metrocom, LLC and TDS Telecommunications LLC

(collectively, “**TDS**”) [D.I. 383], Plenary Broadband Infrastructure Holdings LLC, Plenary Broadband Infrastructure GA LLC, Plenary Broadband Infrastructure NC LLC, and Plenary Broadband Infrastructure PA LLC (collectively, “**PBI**”) [D.I. 395] and Zayo Group, LLC (“**Zayo**”) [408] (together, the “**Adequate Assurance Objections**”) with respect to the assumption and assignment of any agreement between the Debtors, on the one hand, and TDS, PBI, or Zayo (each, a “**Counterparty**,” and the Debtors’ agreements with each Counterparty, collectively, the “**Counterparty Contracts**”), on the other hand, are Adjourned Contract Objections as defined herein; and (ii) without further order of this Court, (a) with the written consent of Counterparty and ITG, the Debtors may assume and assign any of the Counterparty Contracts to ITG pursuant to this Order, by filing a notice with the Court stating that such Counterparty Contracts have been assumed and assigned by the Debtors to ITG, and (b) the Debtors are hereby authorized to execute any agreements and/or other documents relating to the assumption and assignment of such Counterparty Contracts; provided that, without the written consent of the DIP Agent or further order of the Court, such agreements may not impose any monetary or other obligations on the Debtors that are not Assumed Liabilities by ITG. For the avoidance of doubt, ITG has agreed to close on the Sale notwithstanding that the Adequate Assurance Objections shall be treated as Adjourned Contract Objections hereunder.

36. D.I. 397 Sureties. To the extent that a surety bond was issued by United States Fire Insurance Company, The Hanover Insurance Company, Everest Reinsurance Company, or Aspen American Insurance Company (each, a “**D.I. 397 Surety**” and collectively, the “**D.I. 397 Sureties**”) in connection with any Counterparty Contract (the surety bonds corresponding to a specific Counterparty Contract issued by a D.I. 397 Surety being a “**D.I. 397 Bond**” and, collectively, the “**D.I. 397 Bonds**”), and to the extent a Counterparty Contract is assumed and

assigned to Purchaser in accordance with paragraph 35 herein (and provided that Purchaser is ITG), the D.I. 397 Sureties consent to Purchaser's assumption of the Counterparty Contract and the corresponding D.I. 397 Bond, provided that (a) the Counterparty to such Counterparty Contract consents in writing to Purchaser's assumption of the Counterparty Contract, (b) the Counterparty to such Counterparty Contract consents in writing to Purchaser's assumption of the corresponding D.I. 397 Bond, (c) if the Counterparty is not the obligee named in the D.I. 397 Bond relating to such Counterparty Contract, the named obligee consents in writing to Purchaser's assumption of the corresponding D.I. 397 Bond, and (d) Purchaser has provided each D.I. 397 Surety with a written indemnification agreement, in a form acceptable to each such D.I. 397 Surety. Each of the foregoing conditions (a) through (d) are express conditions precedent to the effectiveness of the consent by each of the D.I. 397 Sureties to the assumption of each of their respective D.I. 397 Bonds, and each condition must be satisfied prior to or after the Closing Date; provided, however, that the assumption and assignment of a D.I. 397 Bond to ITG shall not impose any monetary or other obligations on the Debtors that are not Assumed Liabilities by ITG with respect to such Bond.

37. Golden State Connect Authority. Notwithstanding anything to the contrary in this Order, the APA, or any sale document, the objection of Golden State Connect Authority ("GSCA") [D.I. 432] (the "GSCA Objection") with respect to the assumption and assignment of any agreement between the Debtors, on the one hand, and GSCA on the other hand ("GSCA Contracts"), is an Adjourned Contract Objection as defined herein with a full reservation of rights for all issues raised in the GSCA Objection, and without further order of this Court, (a) with the written consent of GSCA and Purchaser, the Debtors may assume and assign any of the GSCA Contracts to Purchaser pursuant to this Order, by filing a notice with the Court stating that such

GSCA Contracts have been assumed and assigned by the Debtors to Purchaser, and (b) with the written consent of GSCA and Purchaser, the Debtors are hereby authorized to execute any agreements and/or other documents relating to the assumption and assignment of such GSCA Contracts; provided that, without the written consent of the DIP Agent or further order of the Court, such agreements may not impose any monetary or other obligations on the Debtors that are not Assumed Liabilities by Purchaser (with all rights on such issues fully reserved). For the avoidance of doubt, Purchaser has agreed to close on the Sale notwithstanding that the GSCA Objection shall be treated as Adjourned Contract Objections hereunder.

38. Unless ITG revokes the Designation Right prior to Closing, ClearPlan upon Closing shall pay \$5,000,000 in cash toward the Purchase Price as consideration for acquisition of the ClearPlan Acquired Assets and ClearPlan Assumed Contracts, \$505,000 of which shall be satisfied with release of the Good-Faith Deposit funded by ClearPlan as Back-Up Bidder to the Debtors and the balance to be funded by ClearPlan in immediately available funds at Closing. For avoidance of doubt, the balance of the Purchase Price upon Closing shall be funded by ITG as provided in the APA, *provided* that in no event shall the total consideration for the Acquired Assets be less than as provided in the APA.

39. For the avoidance of doubt, (i) if for any reason whatsoever ClearPlan does not consummate the Designation Transaction on or before September 17, 2025, then ITG shall, subject to the terms and conditions of the APA, consummate the Sale under the APA of all Acquired Assets and Assumed Contracts, and pay the entirety of the Purchase Price, on September 17, 2025; and (ii) if ClearPlan consummates the Designation Transaction, then for all intents and purposes of this Order unless otherwise noted, ClearPlan is Purchaser of and solely with respect to the ClearPlan Acquired Assets and ClearPlan Assumed Contracts, payment of the Purchase Price upon

Closing shall be allocated as between ITG and ClearPlan as set forth in paragraph 38 herein and pursuant to the APA, and the provisions of this Order shall apply *mutatis mutandis* to ClearPlan, *provided* if ClearPlan does not consummate such Sale, then for all intents and purposes of this Order ITG is Purchaser of all Acquired Assets and Assumed Contracts and the provisions of this Order shall apply solely to ITG.

40. Harco National Insurance Company. Notwithstanding anything in this Order, the APA, or any sale document, Harco National Insurance Company (“**Harco**”) hereby consents that the “Harco Bonds” (as defined in the below footnote)⁴ may be assumed by Tilson Technology Management, Inc. (“**Tilson Technology**”) pursuant to section 365(b) of the Bankruptcy Code and assigned to ITG pursuant to section 365(f) of the Bankruptcy Code upon the following conditions precedent being satisfied and provided such assumption and assignment of any of the Harco Bonds to ITG shall not impose any monetary or other obligations on the Debtors that are not Assumed Liabilities by ITG:

- (i) That ITG executes Harco’s Rider (the “**Indemnity Rider**”) to the Agreement of Indemnity executed by Tilson Technology and Tilson Middle Street Holding, LLC, dated September 13, 2021 (the “**Harco Agreement of Indemnity**”), in a form satisfactory to Harco, in its sole discretion;
- (ii) That the construction contracts between Tilson Technology (on one hand) and Zayo (on the other hand) that were bonded by any Harco Bonds

⁴ The term “**Harco Bonds**” shall mean the following: (i) Harco Performance and Payment Bond No. 0822201 that lists Zayo, as obligee, and has a penal sum of \$5,907,769.98; (ii) Harco Performance and Payment Bond No. 0854086 that lists Zayo, as obligee, and has a penal sum of \$140,635.77; (iii) Harco Performance and Payment Bond No. 0704392 that lists TDS Metrocom, LLC, as obligee, and has a penal sum of \$6,631,797.00; and (iv) Harco Performance and Payment Bond No. 0704393 that lists TDS Metrocom, LLC, as obligee, and has a penal sum of \$5,707,495.00. The term “**Harco Bond**” shall mean any of the Harco Bonds.

(collectively, the “**Zayo-Harco Contracts**”) are assumed by Tilson Technology pursuant to section 365(b) of the Bankruptcy Code and assigned to ITG pursuant to section 365(f) of the Bankruptcy Code upon Zayo providing its consent in writing (the “**Zayo Consent**”) to such assumption and assignment of the Zayo-Harco Contracts, in accordance with paragraph 35 herein;

- (iii) That the construction contracts between Tilson Technology (on one hand) and TDS (on the other hand) that were bonded by any Harco Bonds (collectively, the “**TDS-Harco Contracts**”) are assumed by Tilson Technology pursuant to section 365(b) of the Bankruptcy Code and assigned to ITG pursuant to section 365(f) of the Bankruptcy Code upon TDS providing its consent in writing (the “**TDS Consent**”) to such assumption and assignment of the TDS-Harco Contracts, in accordance with paragraph 35 herein;

For the avoidance of doubt, no further claims can be asserted against the Debtors or their estates with respect to any Harco Bond, Harco Agreement of Indemnity, or any other agreement related to the Harco Bonds in connection with Harco Bonds assumed and assigned to ITG.

41. Upon: (a) the Indemnity Rider being executed by ITG and provided to Harco’s counsel and (b) the Zayo Consent being provided to counsel for the Debtors, Harco and ITG, the Harco Bonds that bonded the Zayo-Harco Contracts shall be assumed by Tilson Technology pursuant to section 365(b) of the Bankruptcy Code and assigned to ITG pursuant to section 365(f) of the Bankruptcy Code, and the Zayo-Harco Contracts shall be assumed by Tilson Technology

pursuant to section 365(b) of the Bankruptcy Code and assigned to ITG pursuant to section 365(f) of the Bankruptcy Code.

42. Upon: (a) the Indemnity Rider being executed by ITG and provided to Harco's counsel and (b) the TDS Consent being provided to counsel for the Debtors, Harco and ITG, the Harco Bonds that bonded the TDS-Harco Contracts shall be assumed by Tilson Technology pursuant to section 365(b) of the Bankruptcy Code and assigned to ITG pursuant to section 365(f) of the Bankruptcy Code, and the TDS-Harco Contracts shall be assumed by Tilson Technology pursuant to section 365(b) of the Bankruptcy Code and assigned to ITG pursuant to section 365(f) of the Bankruptcy Code.

43. Harco may issue an addendum, name change rider or the like to any of the Harco Bonds that may be assumed and assigned, to indicate the new principal on such Harco Bond, and ITG shall execute any necessary supporting documents, upon the reasonable request of Harco.

44. Notwithstanding any other provision in the Harco Bonds and/or the Harco Agreement of Indemnity, any set-off and recoupment rights of Harco and any obligee or beneficiary under any Harco Bonds or common law in connection with the Harco Bonds that are not assumed by ITG, as well as any defenses of the Debtors, their non-debtor affiliates and any other parties, shall not be impaired hereunder.

45. Hartford Fire Insurance Company. Notwithstanding anything to the contrary express or implied in this Order, the APA or any sale document (collectively, the "**Sale Documents**"), the rights of Hartford Fire Insurance Company and its affiliated sureties ("**Hartford**"), against the Debtors and/or their non-debtor affiliates in connection with or arising out of: (i) any surety bonds and/or related instruments previously or in the future issued and/or executed by Hartford on behalf of any of the Debtors and/or any of their non-debtor affiliates (each

a “**Bond**” and collectively the “**Bonds**”); (ii) any indemnity or indemnity-related agreement, executed by any of the Debtors, as indemnitor, in favor of Hartford, as indemnitees (the “**Indemnity Agreements**”); and (iii) any related documents, ((i), (ii), and (iii), collectively, are hereafter referred to as the “**Surety Documents**”), are neither affected nor impaired by the Sale Documents.

46. Notwithstanding anything to the contrary express or implied in the Sale Documents, without the need for further Order of this Court (a) with the express written consent of the Hartford and ITG, the Surety Documents may be assumed and assigned to ITG pursuant to this Order, upon which the Debtors shall file a notice with the Court stating that such Surety Documents (or a portion thereof), have been assumed and assigned, and (b) the Debtors are hereby authorized to execute any agreements and/or other documents, in a form satisfactory to Hartford and otherwise consistent with this Order so long as such agreements shall not impose any monetary or other obligations on the Debtors or their estates that are not Assumed Liabilities by ITG. Hartford may issue an addendum, name change rider or the like to any Bond being assumed and assigned, to indicate the new principal on such Bond, and ITG shall execute any necessary supporting documents, upon the reasonable request of Hartford. For the avoidance of doubt, ITG has agreed to close on the Sale even if consent of Hartford is not received by the time of Closing, provided however, that unless extended by an agreement of Hartford, after 7 calendar days following the Closing Date, if Hartford has not consented to the foregoing with respect to any Bond ITG sought to assume or be assigned, then ITG shall cause such Bonds to be replaced and released.

47. As full and final settlement and payment of any administrative claims of Hartford against the Debtors or their estates pursuant to section 5.14 of the Final DIP Order [D.I. 228] or otherwise, on or before Closing, the Debtors and ITG shall fund to Hartford and/or counsel to

Hartford the sum of \$50,000 each to be applied as follows: (i) \$50,000 on account of the penal sum of Nevada State Contractors Board Bond, Bond No. 10BSBIZ7473 (the “**Nevada Bond**”), and (ii) the remainder on account of attorneys’ fees, interpleader costs and any other costs incurred and expected to be incurred by Hartford in connection with these chapter 11 cases. Nothing herein waives any claims of Hartford in connection with any Bonds that are not assumed by ITG and any rights under related Indemnity Agreements with the Debtors or under common law, solely to the extent such claims arise or are asserted by beneficiaries of the Bonds after September 12, 2025, and any defenses thereto are fully preserved and reserved. For the avoidance of doubt, no further claims can be asserted against the Debtors or their estates with respect to any Surety Documents or under the DIP Order in connection with Bonds assumed by ITG.

48. Notwithstanding any other provision in the Sale Documents, any set-off and recoupment rights of the Hartford and any obligee or beneficiary under any Surety Documents or common law in connection with Bonds that are not assumed by ITG as well as any defenses of the Debtors, their non-debtor affiliates and any other parties, shall not be impaired hereunder.

49. To the extent ITG has indicated that it will not assume one or more Bonds issued by Hartford, or the Hartford has indicated that it will not consent to such assignment, the Debtors will use their reasonable efforts to cancel such Bonds promptly after Closing, to the extent permissible by law and to the extent such cancellation does not impose any monetary or other administrative obligations on the Debtors or their estates, and to the extent such cancellation is not an event of default under the Bonds, unless Hartford consents or the Court so orders.

50. The last full sentence of Article 2.6 of the APA (beginning with “If such Necessary Consent is not obtained . . .”), does not apply to the Bonds or license/permits bonded by Hartford, Harco or the D.I. 397 Sureties.

51. Notwithstanding any other provisions in the Sale Documents, as it relates to Hartford, Harco, and the D.I. 397 Sureties, in the event that there are any bonds that are not assigned to ITG and which are not discharged as of the closing date, and a claim is made against such a bond, then Hartford, Harco and/or the D.I. 397 Sureties, as applicable, shall be granted access to, and may make copies of any books and records that may be held by Debtors or ITG related to such claim. Hartford, Harco, and the D.I. 397 Sureties shall be given 60 days' prior written notice of any proposed destruction of such books and records.

52. Nothing contained in any chapter 11 plan confirmed in the Debtors' cases or any order confirming any such plan or in any other order in these chapter 11 cases (including any order entered after any conversion of any of these cases to a case under chapter 7 of the Bankruptcy Code) or any related proceeding subsequent to entry of this Order shall alter, conflict with, or derogate from, the provisions of the APA or this Order. To the extent of any such conflict or derogation, the terms of the APA or this Order, as applicable, shall govern.

53. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d), and pursuant to Bankruptcy Rules 7062 and 9014, this Order shall be effective and enforceable immediately upon its entry.

54. This Court retains jurisdiction pursuant to its statutory powers under 28 U.S.C. § 157(b)(2), to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the APA, all amendments thereto, and any waivers and consents thereunder and each of the agreements executed in connection therewith to which any Debtor is a party or which has been assigned and sold by the Debtors to Purchasers in accordance with the APA, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale, including, but not limited to, retaining jurisdiction to (a) interpret, implement and enforce the

provisions of this Order and the APA; (b) adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale; (c) protect Purchasers against any Encumbrances (except for Assumed Liabilities and Permitted Liens) or other interests in the Debtors or the Acquired Assets of any kind or nature whatsoever, attaching to the proceeds of the Sale; and (d) enter any orders under sections 363 and 365 of the Bankruptcy Code with respect to the Assumed Contracts.

Dated: September 16th, 2025
Wilmington, Delaware



BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

APA

ASSET PURCHASE AGREEMENT

dated as of August 28, 2025

by and among

ITG COMMUNICATIONS, LLC, or its designee(s),

as Buyer,

and

TILSON TECHNOLOGY MANAGEMENT, INC.

AND

TILSON MIDDLE STREET HOLDING, LLC,

as Sellers

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT, dated as of August 28, 2025 (the “Agreement Date”), is by and among Tilson Technology Management, Inc., a Maine corporation (“TTMI”) and Tilson Middle Street Holding, LLC, a Maine limited liability company (together with TTMI, “Sellers” or the “Company”, and each, a “Seller”) and ITG Communications, LLC, a Texas limited liability company, or its designee(s) (“Buyer”). Each Seller and Buyer are referred to herein individually as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, Sellers engage in the business of providing digital infrastructure consulting, design-build, and maintenance services, specializing in fiber and wireless networks, to public and private clients (the “Business”);

WHEREAS, on May 29, 2025, Sellers and their affiliate Boundless Broadband, LLC, a Delaware limited liability company (collectively, the “Debtors”) commenced voluntary cases [No. 25-10948] (collectively, the “Chapter 11 Cases”) under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) by filing petitions for relief in the Bankruptcy Court (the date of such filing, the “Petition Date”);

WHEREAS, Sellers have agreed to sell to Buyer, and Buyer has agreed to purchase, the Acquired Assets as of the Closing, and Buyer is willing to assume from Sellers the Assumed Liabilities as of the Closing, in each case upon terms and subject to the conditions set forth herein;

WHEREAS, the board of directors, including the independent directors, of TTMI and the governing bodies of the other Seller have each determined that it is advisable and in the best interests of Sellers and their creditors to consummate the Transactions, and have approved this Agreement;

WHEREAS, Sellers have sought entry of the Bidding Procedures Order and the Sale Order by the Bankruptcy Court approving the Transactions contemplated in this Agreement and authorizing Sellers to consummate the Transactions upon the terms and subject to the conditions set forth herein and in the Bidding Procedures Order and the Sale Order to be entered in the Chapter 11 Cases under sections 105, 363, 365 and other applicable provisions of the Bankruptcy Code;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Defined Terms. As used herein, the terms below shall have the following respective meanings:

“401(k) Liability” shall mean any and all 401(k) liabilities of Sellers.

“Accounts Receivable” means all trade accounts and notes receivable and other miscellaneous receivables of Sellers for the sale or other disposition of goods or services by the Business or otherwise arising out of the Business, other than any intercompany receivables.

“Acquired Assets” shall mean all right, title and interest of any Seller in, to or under the properties, assets, interests and rights of every nature, tangible and intangible of Sellers (real or personal, now existing or hereafter acquired, whether or not reflected on the books or financial statements of Sellers) relating to the Business, and in any event, including all right, title and interest of Sellers in, to or under (other than the Excluded Assets which shall not be Acquired Assets):

(a) all Accounts Receivable (whether current or non-current), including unbilled revenue under the Assumed Contracts, and all causes of action specifically pertaining to the collection of the foregoing, except as set forth on Schedule (a);

(b) subject to Section 2.5, the Contracts and Leases that (A) are set forth on Schedule 1.1(b) (as modified pursuant to Section 2.5) (including each active underlying statement of work and/or purchase orders under each of such Contracts, if any), (B) are unexpired as of the Closing Date (including those Contracts that have been previously unrenewed) and (C) have not been rejected (or are the subject of a notice of rejection or a pending rejection motion) by any Seller (such Contracts, the “Assumed Contracts” and such Leases, the “Assumed Leases”);

(c) the Owned Real Property and, subject to Section 2.5, the Leased Real Property (together with the Owned Real Property, the “Real Property”), together in each case with Sellers’ right, title and interest in and to all structures, facilities or improvements located thereon and all easements, licenses, rights and appurtenances relating to such Real Property;

(d) subject to the right of Sellers to retain copies in accordance with Section 6.9 and to retain copies of all business information relating to the Excluded Assets, all Acquired Business Information, including customer lists, customer data, customer contact information, correspondence with present or prospective customers or suppliers, mailing lists, distribution lists, and supplier lists, in the possession or control of any Seller and whether in hard or electronic format;

(e) all intangible personal property (other than Intellectual Property) owned by Sellers, including all goodwill relating to the Business, the Acquired Assets and/or the Assumed Liabilities;

(f) all tangible assets, including equipment, machinery, furniture, supplies, computer hardware, data networks, servers, communication equipment, software, discs, stored data, raw materials, work in progress, finished goods, and other tangible personal property owned by a Seller or leased by a Seller (to the extent the underlying lease is a Assumed Lease), subject to the terms of the relevant lease, in each case including any such items that are located on or at the Owned Real Property or Leased Real Property relating to the Business (but, for the avoidance of doubt, excluding assets related to the VT ISP Business);

(g) to the extent transferrable and assignable, all rights of Sellers to refunds, reimbursements, promotional allowances, vendor rebates and similar items, all warranties, express or implied, received from third parties, claims, causes of action, rights of recovery, rights of set-

off and rights of recoupment of every kind and nature relating to the Acquired Assets or the Assumed Liabilities (but, for the avoidance of doubt, excluding any Excluded Assets);

(h) all prepaid expenses of Sellers relating to any of the Assumed Contracts or Assumed Leases, including deposits, security deposits, merchant deposits, prepaid rent and prepaid expenses;

(i) all Transferred Intellectual Property and all evidence of such Transferred Intellectual Property which is in any Seller or Affiliate's possession, custody or control;

(j) to the extent transferable and assignable, Sellers' interest in all licenses, License Agreements and Licensed Software;

(k) to the extent transferable and assignable, all Permits relating to the Business and all pending applications and renewals for such Permits (collectively, the "Acquired Permits");

(l) the Acquired Claims;

(m) all proceeds from insurance claims received by Sellers (whether before or after the Closing Date) with respect to Acquired Assets or Assumed Liabilities;

(n) all claims for or rights to refunds, rebates, credits, abatements, or similar benefits relating to Taxes or prepayments of Taxes, in each case relating to the Acquired Assets, the Assumed Liabilities, or the Business for any Post-Closing Tax Period;

(o) all loans, indebtedness, or other claims owed to any Seller by any Transferred Employee; and

(p) the capital stock or other equity interests held by any Seller in Tilson Holdings LLC ("Acquired Capital Stock") and all organizational documents, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, stock certificates, and other documents relating to the Acquired Capital Stock (but, for the avoidance of doubt, excluding equity in the entity that owns the VT ISP Business and excluding the equity interests in Tilson Technology Management Canada, Inc.).

"Acquired Business Information" shall mean, other than the Excluded Records, all of each Seller's, to the extent relating to the Business, current or historical written files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, plans, operating records, safety and environmental reports, data, studies, ledgers, journals, title policies, customer lists, supplier lists, vendor lists, price lists, mailing lists, invoices, shipping records, standard forms of documents, regulatory filings, operating data and plans, research material, technical documentation (design specifications, engineering information, test results, maintenance schedules, functional requirements, operating instructions, logic manuals, processes, flow charts, *etc.*), user documentation (installation guides, user manuals, training materials, release notes, working papers, *etc.*), marketing documentation (catalogs, sales brochures, flyers, pamphlets, web pages, *etc.*), consulting materials, opinions and other documents commissioned by or on behalf of any Seller, development, quality control, quality assurance, and

other regulatory documents, all personnel and employment records for the Transferred Employees or any individual independent contractors of any Seller, and other books and records of any Seller and any rights thereto owned by any Seller, in each case whether stored in hard copy form or on electronic, magnetic, optical or other media; provided that Acquired Business Information shall not include any information (i) that requires consent of a third-party for transfer hereunder, unless such consent is obtained (including pursuant to the Sale Order), or (ii) that if transferred hereunder would violate any Law.

“Acquired Capital Stock” shall have the meaning specified within the definition of “Acquired Assets.”

“Acquired Claims” shall mean all Claims of the Sellers or their respective estates against any Person of every kind and description to the extent related to Acquired Assets other than the Excluded Claims. The term “Acquired Claims” shall include, without limitation, any and all claims for avoidance and recovery of any Seller under Bankruptcy Code section 544, 545, 547, 548, 549, and 550 of the Bankruptcy Code or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statutes or common law.

“Acquired Entity” shall mean Tilson Holdings LLC.

“Acquired Permits” shall have the meaning specified within the definition of “Acquired Assets.”

“Affiliate” shall, with respect to any Person, mean any other Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, through ownership of voting securities or rights, by contract, as trustee, executor or otherwise.

“Agreement” shall mean this Asset Purchase Agreement, together with the exhibits and the Disclosure Schedules, in each case as amended, restated, supplemented or otherwise modified from time to time.

“Agreement Date” shall have the meaning specified in the preamble.

“Allocation” shall have the meaning specified in Section 3.5.

“Assumed Liabilities” shall mean the following Liabilities:

- (a) the Post-Petition Trade Liabilities solely to the extent such Liabilities first arise after the Closing;
- (b) the CV Post-Petition Payables;
- (c) all Liabilities of Sellers under each of the Assumed Contracts and Assumed Leases;

(d) all Liabilities related to Property Taxes, or any other Taxes, imposed upon or assessed directly against the Acquired Assets, to the extent arising due to operation of the Business or ownership of Acquired Assets after the Closing Date;

(e) all Liabilities with respect to or relating to the ownership or operation of any of the Acquired Assets solely to the extent such Liabilities first arise after the Closing;

(f) all Liabilities with respect to the Transferred Employees solely to the extent such Liabilities first arise after the Closing;

(g) all Cure Costs, which shall be payable only when an Assumed Contract or Assumed Lease is assumed and assigned pursuant to Section 2.5; and

(h) all Liabilities under any guaranty given by Sellers of the obligations of Tilson Holdings, but only to the extent such Liabilities arise after the Closing.

“Auction” shall have the meaning set forth in the Bidding Procedures.

“Audited Financial Statements” shall have the meaning specified in Section 4.13(a).

“Assignment of Intellectual Property” shall mean an assignment agreement to be entered into by Sellers and Buyer concurrently with the Closing, substantially in the form of Exhibit B.

“Back-Up Bidder” shall have the meaning specified in Section 6.7(g).

“Bankruptcy Code” shall have the meaning specified in the recitals.

“Bankruptcy Court” shall mean the United States Bankruptcy Court for the District of Delaware or any other court having jurisdiction over the Chapter 11 Cases from time to time.

“Bankruptcy Rules” shall mean the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075.

“Benefit Plan” shall mean any “employee benefit plan” (as defined in Section 3(3) of ERISA) regardless of whether subject to ERISA or any other deferred compensation, bonus, pension, retirement, profit sharing, savings, incentive compensation, stock purchase, stock option or other equity or equity-linked compensation, disability, death benefit, hospitalization, medical, dental, life, employment (other than any offer letter or employment agreement that is terminable “at will” without the payment of severance and does not provide for bonus or other compensation beyond salary), individual consulting, retention, (including, but not limited to, programs implemented in connection with the Chapter 11 Cases), change in control, termination, severance, separation, vacation, sick leave, holiday pay, paid time off, leave of absence, fringe benefit, compensation, incentive, insurance, welfare or other employee benefit plan, program, policy, practice, agreement or arrangement (including any funding mechanism therefor), written or oral, whether or not subject to ERISA, and whether funded or unfunded, in each case that is adopted, sponsored, maintained, entered into, contributed to, or required to be maintained or contributed to, by any Seller or ERISA Affiliate for the benefit of any Employee or former employee of the Sellers

or their eligible beneficiaries or dependents, or independent contractor or pursuant to or in connection with which any Seller could have any Liabilities in respect of any Employee or former employee of the Sellers or beneficiary of any Employee or former employee of the Sellers.

“Bidding Procedures” shall mean the bidding procedures approved by the Bankruptcy Court pursuant to the Bidding Procedures Order.

“Bidding Procedures Motion” shall mean D.E. 86 filed in the Chapter 11 Cases, and any subsequent pleadings that seek to supplement or modify the relief sought in D.E. 86.

“Bidding Procedures Order” shall mean the Supplemental Order of the Bankruptcy Court approving the Bidding Procedures in the Chapter 11 Cases dated August 7, 2025 [D.E. 319], as may be supplemented or modified by subsequent orders.

“Bill of Sale and Assignment and Assumption Agreement” shall mean a bill of sale and an assignment and assumption agreement to be entered into by Sellers and Buyer concurrently with the Closing, substantially in the form of Exhibit A-1 and Exhibit A-2, respectively.

“Business” shall have the meaning specified in the recitals.

“Business Day” shall mean any day other than a Saturday, Sunday or a legal holiday on which banking institutions in the State of New York are not required to open.

“Buyer” shall have the meaning specified in the preamble.

“Buyer Material Adverse Effect” shall mean a material adverse effect on the ability of Buyer to consummate the Transactions.

“Calculation Time” shall mean 11:59 pm Eastern Time of the day of the Closing.

“Cash and Cash Equivalents” means all of Sellers’ cash, checking account balances, marketable securities, short-term instruments, certificates of deposits, time deposits, bankers’ acceptances, commercial paper, security entitlements, securities accounts, commodity Contracts, commodity accounts, government securities and any other cash equivalents, whether on hand, in transit, in banks or other financial institutions, or otherwise held.

“Chapter 11 Cases” shall have the meaning specified in the recitals.

“Claim” shall mean all charges, proceedings, actions, claims (including administrative claims), counterclaims, suits, proceedings, rights of action, causes of action, Liabilities, losses, damages, remedies, penalties, judgments, settlements, costs, expenses, fines, disbursements, demands, reasonable costs, fees and expenses of counsel, including in respect of investigation, interest, demands and actions of any nature or any kind whatsoever, known or unknown, disclosed or undisclosed, accrued or unaccrued, matured or unmatured, choate or inchoate, legal or equitable, and arising in tort, contract or otherwise, including any “claim” as defined in the Bankruptcy Code.

“Closing” shall have the meaning specified in Section 3.1(a).

“Closing Date” shall have the meaning specified in Section 3.1(a).

“Code” shall mean the Internal Revenue Code of 1986, as amended, together with the Treasury Regulations promulgated thereunder.

“Company” shall have the meaning specified in the recitals.

“Confidentiality Agreement” means any signed confidentiality or non-disclosure agreement between the Sellers and the Buyer.

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

“Contract” shall mean any contract, agreement, indenture, note, bond, loan, instrument, conditional sales contract, purchase order, mortgage, license, franchise, insurance policy, letter of credit, commitment or other binding arrangement or commitment, whether or not in written form, that is binding upon a Person or any of its property (other than any Leases).

“Contributor” shall have the meaning set forth in Section 4.11(h).

“Cure Costs” means all amounts required to be paid pursuant to section 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption and assignment of the Assumed Contracts and Assumed Leases, or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption and assignment of the Assumed Contract and Assumed Leases.

“CV Post-Petition Payables” means an amount of up to \$2,401,000 of accounts payable, and other similar obligations to pay, of any Seller arising after the Petition Date, set forth in the CV Payable Schedule.

“CV Payables Schedule” means, as a schedule setting forth a reasonably detailed list of the CV Post-Petition Payables.

“CV Pre-Petition Payables” means all accounts payable, and other similar obligations to pay, of any Seller arising before the Petition Date.

“Debtors” shall have the meaning specified in the recitals.

“Deposit Amount” shall have the meaning set forth in Section 3.3(a).

“Disclosure Schedules” shall mean the disclosure schedules, delivered by Sellers and Buyer concurrently with the execution and delivery of this Agreement, as amended from time to time in accordance with and subject to the terms hereof.

“Employees” shall mean all individuals, whether or not actively at work as of the date hereof, who are employed by any Seller, including such employees who have been furloughed or are on short-term disability, long-term disability or any other approved leave of absence as of the Closing.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

“ERISA Affiliate” of a Person means any Person, trade or business that is or has been a member of a controlled group of organizations required to be treated as a single employer (within the meaning of Sections 414(b), (c), or (m) of the Code), with such Person or is required to be aggregated with another such Person under Section 414(o) of the Code or, with respect to a single employer plan, is under “common control” with another such Person, within the meaning of Section 4001(a)(14) or 4001(b)(1) of ERISA, or any regulations promulgated or proposed under any of the foregoing Sections.

“Escrow Account” shall have the meaning set forth in Section 3.1(c)(ii).

“Escrow Agent” means Truist Bank, as appointed pursuant to this Agreement and the Escrow Agreement.

“Escrow Agent Fee” shall mean the fee payable to the Escrow Agent, subject to the terms of this Agreement and the Escrow Agreement.

“Escrow Agreement” means the Contract by and among Buyer, Sellers, and the Escrow Agent, dated as of the date hereof.

“Escrow Interest Amount” shall have the meaning set forth in Section 3.3(b).

“Excluded Assets” means all properties, assets, interests, and rights of the Sellers other than the Acquired Assets, including:

(a) any (i) records, documents or other information solely to the extent relating to any Employee or former employee who is not or does not become a Transferred Employee and any materials to the extent containing information about any Employee, disclosure of which to Buyer as the acquirer of the Business would violate applicable Law and (ii) all attorney-client privilege and attorney work-product protection of any Seller or associated with its businesses solely to the extent arising with respect to legal counsel representation of any Seller or any of their respective Affiliates or their businesses in connection with the transactions contemplated by this Agreement or any of the Transaction Documents (such documents described in clauses (i) and (ii), collectively, the “Excluded Records”);

(b) all Cash and Cash Equivalents;

(c) all bank accounts;

(d) all security deposits and any other deposits held by landlords, vendors, trade creditors, or any other party, except with respect to Assumed Contracts and Assumed Leases or related to the Acquired Assets, and, for the avoidance of doubt, all cash in the Debtors’ adequate assurance account relating to utilities under section 366 of the Bankruptcy Code;

(e) all Excluded Contracts and Excluded Leases;

- (f) all assets already conveyed as part of the sale of the VT ISP Business;
- (g) all prepaid expenses related to Excluded Contracts and Excluded Leases;
- (h) capital stock and other equity interests held by each of the Sellers, including without limitation, Tilson Technology Management Canada, Inc. and Evolution Insurance Company Ltd., except for the Acquired Capital Stock;
- (i) all current and prior director and officer insurance policies of Sellers and all rights of any nature with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries, in each case, arising out of actions taking place prior to the Closing Date;
- (j) all rights of Sellers to the warranties, express or implied, and licenses granted by any third party related to any Excluded Assets;
- (k) all Tax assets, and any rights to Tax refunds and Claims related thereto, to the extent related to any Pre-Closing Tax Period, but excluding any rights to Tax refunds and Claims related thereto for any Taxes paid or payable by Buyer pursuant to this Agreement or otherwise;
- (l) all Intellectual Property except for the Transferred Intellectual Property;
- (m) all Permits except for the Acquired Permits;
- (n) all assets expressly excluded from the definition of Acquired Assets;
- (o) all documents, bonds and insurance related to Benefit Plans;
- (p) all insurance policies, insurance rebates, return premiums and similar items;
- (q) all (i) organizational documents, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, stock certificates, and other documents relating to any Seller's organization, maintenance, existence, and operation; (ii) books and records, correspondence or communications to the extent related to (A) Taxes relating solely to Excluded Assets or the Excluded Liabilities, (B) any claims, obligations or liabilities not included in Assumed Liabilities, or (C) this Agreement, any Transaction Documents or the negotiation or consummation of the Transactions;
- (r) any attorney-client privilege held by any of the Sellers, any communications and documentation between Sellers and their attorneys, any materials relating to other bidders interested in the Acquired Assets, and any documentation relating to Seller's consultants engaged in connection with the Chapter 11 Cases;
- (s) the Excluded Claims; and
- (t) all rights of Sellers' under this Agreement.

“Excluded Claims” shall mean (i) any and all Claims against Gigapower, LLC and its affiliates, and (ii) any and all Claims against Verizon Sourcing LLC and its affiliates, and (iii) any and all claims related to the Claims described in (i) and (ii) above.

“Excluded Contracts” shall mean all Contracts other than Assumed Contracts.

“Excluded Leases” shall mean all Leases other than Assumed Leases.

“Excluded Liabilities” shall mean all Liabilities of, or Proceeding against, any Sellers or relating to any Acquired Assets, of any kind or nature whatsoever, whether absolute, accrued, contingent or otherwise, liquidated or unliquidated, due or to become due, known or unknown, currently existing or hereafter arising, matured or unmatured, direct or indirect, and however arising (including on the basis of any Law imposing successor liability), whether existing on the Petition Date or arising thereafter as a result of any act, omission, or circumstances taking place prior to the Petition Date, other than Assumed Liabilities, including the following:

- (a) any CV Pre-Petition Payables;
- (b) any and all Liabilities of any Sellers under any Contract of Sellers that is not a Assumed Contract or an Assumed Lease, whether accruing prior to, at, or after the Closing;
- (c) any Liabilities of Sellers, arising out of, resulting from or relating to (i) the employment or service or termination of employment or service, or the provision of compensation, severance, benefits or payments of any nature owed to any Employee or former employees, or any current or former officers, directors or service providers of any Seller or the Acquired Entity, whenever arising, (ii) the or termination of employment of any Employee by Sellers on or prior to the Closing, including any severance, notice or other payment or benefit due on the termination of employment of any such Employee by Sellers at the Closing and (iii) all accrued and unused vacation hours, sick time, or other paid time off of any Employee and the Transferred Employees accrued at or prior to the Closing;
- (d) all 401(k) Liabilities;
- (e) all Liabilities pursuant to the WARN Act with respect to (i) Employees or former employees of the Sellers or the Acquired Entity (other than Transferred Employees) whenever arising, and (ii) Transferred Employees whose employment terminates upon the Closing;
- (f) any and all Liabilities for Taxes related to or arising from or with respect to (i) the Acquired Assets, the Assumed Liabilities or the operation of the Business by Sellers, in each case that are incurred in, or attributable to, any taxable period, or portion thereof, ending on or prior to the Closing Date, including any such Taxes which are not due or assessed until after the Closing Date, (ii) any Transfer Taxes for which any Seller is responsible pursuant to Section 6.4(a) or (iii) the Excluded Assets or Excluded Liabilities;
- (g) any and all Liabilities resulting from the failure to comply with any applicable “bulk sales,” “bulk transfer” or similar Law; and

(h) any Liability of Sellers or obligation to the extent relating to an Excluded Asset, including executory Contracts and unexpired Leases that are not Assumed Contracts or Assumed Leases.

“Excluded Taxes” shall mean all (a) Taxes imposed on any Seller or any of its Affiliates for any taxable period, including, for the avoidance of doubt, any Taxes imposed on any Seller or any of its Affiliates for which Buyer or any of its Affiliates is jointly and severally liable or becomes liable as a successor, transferee, by reason of bulk sales laws, or otherwise; (b) Taxes relating to the Excluded Assets or Excluded Liabilities for any taxable period; (c) Transfer Taxes that are borne by Seller under Section 6.4(a); (d) Taxes arising out of or relating to the transactions contemplated by this Agreement; and (e) Taxes imposed with respect to the Acquired Assets, the Assumed Liabilities, or the Business that are properly allocable to any Pre-Closing Tax Period, including the portion of any Straddle Tax Period ending on the Closing Date.

“Fraud” shall mean an actual and intentional misrepresentation of material facts with respect to the making of any representation or warranty of any Seller or Buyer set forth in ARTICLE 4, or ARTICLE 5 or in any other Transaction Document.

“GAAP” shall mean generally accepted accounting principles as in effect from time to time in the United States.

“Gigapower Breach and Termination Adjustments” shall mean any and all changes, reconciliations and adjustments to any financial statements, including the Audited Financial Statements, of any Seller that may have been made or shall be made in the future arising from or related to Gigapower’s breaches of the Gigapower Agreement and the related notices of termination delivered by Gigapower on April 29, 2025, including any material or immaterial changes, reconciliations and adjustments to any profit and loss, income, balance sheet, cash flow, tax or related record, ledger or other financial statements.

“Gigapower Agreement” shall mean that certain Outside Plant Labor and Engineering Agreement No. 461393.C dated December 30, 2022, as amended from time to time.

“Governmental Entity” shall mean any federal, state, local, municipal, or other (a) government, (b) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal), or (c) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature, including any arbitration tribunal or stock exchange.

“Governmental Authorization” means any permit, license, certificate, approval, consent, permission, clearance, designation, novation, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Entity or pursuant to any Law.

“Intellectual Property” means all intellectual property and proprietary rights of any kind in any and all jurisdictions throughout the world (whether arising under statutory or common law), including: (a) inventions, discoveries, patents and patent applications, design rights, industrial design registrations and applications therefor, divisions, divisionals, continuations, continuations-

in-part, reissues, substitutes, renewals, registrations, confirmations, reexaminations, extensions and any provisional applications, and any foreign or international equivalent of any of the foregoing, (b) trademarks (whether registered, unregistered or applied-for), service marks, trade names, slogans, designs, symbols, rights in design, any fictitious names, d/b/a's or similar filings related thereto, trade dress, domain names, social media accounts, social media identifiers, corporate legal entity names, brand names, logos, together with the goodwill associated exclusively therewith, and any registrations or applications related to the foregoing, (c) copyrights, including copyrights in computer software and in databases, moral rights and renewals in connection therewith, (d) rights of publicity (i.e., the right to commercially use the name, likeness, image, voice, or identity of individuals), (e) trade secrets, and rights in know-how or confidential and proprietary information, including rights in formulae, methods, techniques, processes, assembly procedures, computer software code, specifications, drawings, prototypes, molds and models, plans, proposals, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and (f) all rights to sue for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing and all remedies at law or equity associate therewith.

"Interim Period" shall have the meaning specified in Section 6.1.

"Knowledge" shall mean, with respect to any Seller, the actual knowledge of Darrell Ingram, Josh Broder and Tim Schneider, after reasonable inquiry.

"Law" shall mean any federal, state, provincial, local, foreign, international or multinational constitution, statute, law, ordinance, regulation, rule, code, Order, principle of common law, or decree enacted, promulgated, issued, enforced or entered by any Governmental Entity, or court of competent jurisdiction, or other requirement or rule of law.

"Leases" shall have the meaning specified in Section 4.10(c).

"Leased Real Property" shall have the meaning specified in Section 4.10(c).

"Liabilities" shall mean, as to any Person, all debts, adverse Claims, liabilities, commitments, responsibilities, and obligations of any kind or nature whatsoever, direct or indirect, absolute or contingent, whether accrued or unaccrued, vested or otherwise, liquidated or unliquidated, whether known or unknown, and whether or not actually reflected, or required to be reflected, in such Person's balance sheet or other books and records.

"License Agreements" shall mean all active license agreements to which any Seller is a party where such agreement is material to the Business, with the exception of any off-the-shelf or clickwrap Software, which license agreements are set forth on Schedule 4.11(e) to the Disclosure Schedules.

"Licensed Intellectual Property" shall mean to the extent transferable and assignable, all Intellectual Property Relating to the Business that is licensed to any Seller.

"Licensed Software" shall have the meaning specified in Section 4.11(j).

“Lien” shall have the meaning specified in section 101(37) of the Bankruptcy Code and shall include any pledge, option, charge, lien, license, debentures, trust deeds, hypothecation, easement, security interest, right-of-way, encroachment, mortgage, deed of trust, defect of title, restriction on transferability, restriction on use or other encumbrance, in each case whether imposed by agreement, law, equity or otherwise.

“Losses” means actual out-of-pocket losses, damages, Liabilities, costs or expenses, including reasonable attorneys’ fees.

“Material Contracts” shall have the meaning specified in Section 4.9.

“Modified Net Current Assets” means an amount equal to the value of (a) Qualifying Accounts Receivable calculated in accordance with GAAP and as of the Calculation Time, *provided that*, the Modified Net Current Assets calculation will be equitably adjusted by the parties consistent with the GAAP to the extent (i) any Assumed Contract is eliminated from Assumed Contracts in Schedule 1.1(b) pursuant to Section 2.5 or (ii) any Contract that becomes an Assumed Contract.

“Modified Net Current Assets Adjustment” means, in the event that (i) the Modified Net Current Assets is greater than the Target Modified Net Current Assets by more than \$500,000 (“Collar Amount”), the dollar amount of such excess, expressed as a positive number, and (ii) the Target Modified Net Current Assets is greater than the Modified Net Current Assets by more than the Collar Amount, the dollar amount of such excess, expressed as a negative number.

“Notice of Disagreement” shall have the meaning specified in Section 3.4(b)(ii).

“Notices” shall have the meaning specified in Section 9.4.

“Open Source Software” means any Software that is licensed, distributed or conveyed as “open source software”, “free software”, “copyleft” or under a similar licensing or distribution model, or under a Contract that requires as a condition of its use, modification or distribution that it, or other Software that is derived from or linked to such Software or into which such Software is incorporated or integrated or with which such Software is combined or distributed, be disclosed or distributed in source code form, delivered at no charge or be licensed, distributed or conveyed under the same terms as such Contract (including Software licensed under the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), BSD licenses, Microsoft Shared Source License, Common Public License, Artistic License, Netscape Public License, Sun Community Source License (SCSL), Sun Industry Standards License (SISL), Apache License and any license listed at www.opensource.org).

“Order” shall mean any judgment, order, injunction, writ, ruling, decree, stipulation, determination, decision, verdict, or award of any Governmental Entity.

“Ordinary Course of Business” shall mean an action taken consistent with past practices of such Person immediately prior to the Petition Date, but subject, however, to changes arising or resulting from the filing or pendency of the Chapter 11 Cases.

“Owened Intellectual Property” shall mean all Intellectual Property Relating to the Business that is owned by any Seller or Seller Subsidiary.

“Outside Date” shall mean November 30, 2025, at 11:59 p.m. prevailing Eastern Time.

“Party” or “Parties” shall have the meaning specified in the preamble.

“Permits” shall mean permits, licenses, registrations, certificates, certificates of occupancy, accounts, approvals, consents, clearances and other similar documents and authorizations issued by any Governmental Entity.

“Permitted Liens” shall mean: (a) Liens for Taxes not yet due and payable or which are being contested in good faith by appropriate proceedings; (b) statutory liens of landlords, carriers, warehousemen, mechanics, and materialmen incurred in the Ordinary Course of Business for sums not yet due; (c) liens incurred or deposits made in the Ordinary Course of Business in connection with workers’ compensation, unemployment insurance and other types of social security; (d) applicable zoning, subdivision, building and other land use Laws and other land use restrictions that do not impair the present use of the subject Real Property; (e) Liens or encumbrances that arise solely by reason of acts of Buyer or its successors and assigns or otherwise consented to by Buyer in accordance with the terms of this Agreement; (f) easements, covenants, conditions, restrictions and other similar encumbrances on Real Property that are of record and do not, individually or in the aggregate, detract from the value of, or impair the use and enjoyment of the property or assets that they affect; (g) Liens that constitute Assumed Liabilities (including Liens existing under the Assumed Contracts); and (h) any Lien that will be removed or released by operation of the Sale Order or any other Order of the Bankruptcy Court.

“Person” shall mean an individual, a partnership, a joint venture, a corporation, a business trust, a limited liability company, a trust, an unincorporated organization, a joint stock company, a labor union, an estate, a Governmental Entity or any other entity.

“Petition Date” shall have the meaning specified in the recitals.

“Post-Closing Covenant” shall have the meaning specified in Section 9.12.

“Post-Closing Tax Period” means (i) any taxable period ending on or before the Closing Date, and (ii) with respect to a Straddle Tax Period, the portion of such taxable period ending on (and including) the Closing Date.

“Post-Petition Trade Liabilities” means the Liabilities (other than the CV Post-Petition Payables) of Sellers arising in the Ordinary Course of Business after the Petition Date that are incurred from the use of the Acquired Assets and conduct of the Business following the Petition Date, solely to extent set forth on Schedule 1.1(c), as updated prior to Closing (the “Post-Petition Liabilities Schedule”).

“Proceeding” shall mean any action, arbitration, audit, known investigation (including a notice of preliminary investigation or formal investigation), notice of violation, hearing, litigation or suit (whether civil, criminal or administrative), other than the Chapter 11 Cases, commenced, brought, conducted or heard by or before any Governmental Entity, including any and all such

actions related to restitution or remission in criminal proceedings and civil forfeiture and confiscation proceedings under the Law of any jurisdiction.

“Pre-Closing Tax Period” means (i) any taxable period ending on or before the Closing Date, and (ii) with respect to a Straddle Tax Period, the portion of such taxable period ending on (and including) the Closing Date.

“Property Taxes” shall mean all Real Property Taxes, personal property Taxes and similar ad valorem Taxes.

“Purchase Price” shall have the meaning specified in Section 3.2(a).

“Qualifying Accounts Receivable” shall mean all Accounts Receivable accrued as of the Calculation Time that are valid, current and collectible in the Ordinary Course of Business, net of applicable reserves for bad debt, determined in each case in accordance with GAAP.

“Registered IP” shall have the meaning specified in Section 4.11(a).

“Representative” shall mean, with respect to any Person, such Person’s officers, directors, managers, employees, agents, representatives and financing sources (including any investment banker, financial advisor, accountant, legal counsel, consultant, other advisor, agent, representative or expert retained by or acting on behalf of such Person or its Subsidiaries).

“Sale Order” shall mean an Order of the Bankruptcy Court satisfactory to Buyer in its sole discretion pursuant to, inter alia, Sections 105, 363 and 365 of the Bankruptcy Code authorizing and approving, inter alia, the sale of the Acquired Assets to Buyer on the terms and conditions set forth herein, which shall, among other things: (a) approve the assumption and assignment to Buyer of the Assumed Contracts and Assumed Leases; (b) approve the consummation of the Transactions contemplated by the Agreement; (c) find that the sale by Sellers to Buyer of the Acquired Assets is free and clear of all Claims (including any and all intercompany claims between and/or among Sellers) and Liens (except Permitted Liens) to the fullest extent permitted by Section 363(f) of the Bankruptcy Code; and (d) find that Buyer is a “good faith” buyer within the meaning of section 363(m) of the Bankruptcy Code and grant Buyer the protections of section 363(m) of the Bankruptcy Code.

“Seller” or “Sellers” shall have the meaning specified in the preamble.

“Seller Material Adverse Effect” shall mean any change, effect, event, occurrence, circumstance, state of facts or development that, individually or in the aggregate (taking into account all other such changes, effects, events, occurrences, circumstances, states of facts or developments), (a) has had, or would reasonably be expected to have, a material adverse effect on the ability of Sellers to enter into, to perform its obligations under, or to consummate the Transactions, or (b) has had, or would reasonably be expected to have, a material adverse effect on the condition, assets or results of operations of the Business, including the Acquired Assets and Assumed Liabilities, taken as a whole; provided, however, that in no event will any of the following (or the effect of any of the following), alone or in combination, be deemed to constitute, or be taken into account in determining whether there has been or will be, a “Seller Material Adverse Effect” described in clause (b): (i) any change generally affecting the international,

national or regional markets applicable to the Acquired Assets; (ii) any changes in, or effects arising from or relating to, national or international political or social conditions, including the engagement by the United States or any other country in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military, cyber or terrorist attack upon the United States or any other country, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, asset, equipment or personnel of the United States; (iii) acts of nature, including outbreaks of illness or health emergencies (including a pandemic), hurricanes, storms, floods, earthquakes and other natural disasters or force majeure events; (iv) the taking of any action required to be taken by this Agreement; (v) the filing or pendency of the Chapter 11 Cases, any order of the Bankruptcy Court or any actions or omissions of Sellers taken or not taken in order avoid a violation of such order (except as set forth in this Agreement); (vi) any objections in the Bankruptcy Court to this Agreement and the Transactions; (vii) any filing or motion made under sections 1113 or 1114 of the Bankruptcy Code; (viii) the disposition of any Excluded Assets; (vi) the breach of this Agreement by Buyer; (ix) the execution and delivery of this Agreement or the announcement thereof or consummation of the Transactions or the identity, nature or ownership of Buyer, including the impact thereof on the relationships, contractual or otherwise, of the Acquired Assets with employees, customers, lessors, suppliers, vendors or other commercial partners (except as set forth in this Agreement); and (xii) any action taken by any Seller at the express written request of Buyer, provided, further, that, in the case of clause (i), (ii), (iii), (iv) and (v), only to the extent that the effects of any such change, effect, event, occurrence, circumstance, state of facts or development has a significant and disproportionate and effect on the Acquired Assets and the Assumed Liabilities, taken as a whole, or the Business, relative to other Persons in the industries in which the Business operates, then such change, effect, event, occurrence, circumstance, state of facts or development may be taken into account in determining whether there has been or would reasonably be expected to be, a Seller Material Adverse Effect.

“Sellers’ Representative” shall have the meaning specified in Section 9.17.

“Software” means software, firmware and computer programs and applications (including source code, executable or object code, architecture, algorithms, data files, computerized databases, plugins, libraries, subroutines, tools and APIs) and all related specifications and documentation.

“Straddle Tax Period” means any taxable period that begins on or before the Closing Date and ends after the Closing Date.

“Subsidiary” shall mean, with respect to any Person (a) a corporation, a majority of whose capital stock with voting power, under ordinary circumstances, to elect directors is at the time, directly or indirectly, owned by such Person, by a subsidiary of such Person, or by such Person and one or more subsidiaries of such Person, (b) a partnership in which such Person or a subsidiary of such Person is, at the date of determination, a general partner of such partnership, or (c) any other Person (other than a corporation) in which such Person, a subsidiary of such Person or such Person and one or more subsidiaries of such Person, directly or indirectly, at the date of determination thereof, has (i) at least a majority ownership interest thereof or (ii) the power to elect or direct the election of a majority of the directors or other governing body of such Person.

“Successful Bidder” shall mean, if an Auction is conducted, the prevailing party with respect to the Acquired Assets at the conclusion of such Auction.

“Target Modified Net Current Assets” means \$10,800,000, *provided that* such target amount will be equitably adjusted by the parties consistent with the GAAP to the extent (a) any Assumed Contract is eliminated from the Assumed Contracts Schedule pursuant to Section 2.5(a) or (b) any Contract that becomes an Assumed Contract pursuant to Section 2.5(a).

“Tax” or “Taxes” shall mean any and all taxes, assessments, levies, duties or other governmental charge imposed by any Governmental Entity, including any income, alternative or add-on minimum, accumulated earnings, franchise, capital stock, unclaimed property or escheatment, environmental, profits, windfall profits, gross receipts, sales, use, highway use, fuel, vehicle registration, value added, transfer, registration, stamp, premium, excise, customs duties, severance, Real Property, personal property, ad valorem, occupancy, license, occupation, employment, payroll, social security, disability, unemployment, withholding, corporation, inheritance, value added, stamp duty reserve, estimated or other tax, assessment, levy, duty (including duties of customs and excise) or other governmental charge of any kind whatsoever, including any payments in lieu of taxes or other similar payments, chargeable by any Tax Authority together with all penalties, interest and additions thereto, whether disputed or not.

“Tax Authority” shall mean any taxing or other authority competent to impose Tax.

“Tax Return” shall mean any and all returns, declarations, reports, documents, Claims for refund, or information returns, statements or filings which are supplied or required to be supplied to any Tax Authority or any other Person, including any schedule or attachment thereto, and including any amendments thereof.

“Transaction Documents” shall mean this Agreement and any agreement, instrument or other document entered into pursuant to or in furtherance of the terms hereof, including the Escrow Agreement.

“Transactions” shall mean the transactions contemplated by this Agreement, including the purchase and sale of the Acquired Assets as provided for in this Agreement.

“Transfer Tax” or “Transfer Taxes” shall mean any sales, use, transfer, conveyance, documentary transfer, stamp, recording or other similar Tax imposed upon the sale, transfer or assignment of property or any interest therein or the recording thereof, and any penalty, addition to Tax or interest with respect thereto, but such term shall not include any Tax on, based upon or measured by, the net income, gains or profits from such sale, transfer or assignment of the property or any interest therein.

“Transferred Intellectual Property” shall mean all Owned Intellectual Property and all Licensed Intellectual Property.

“Transferred Employee” shall have the meaning specified in Section 6.12(a).

“Updating Information” shall have the meaning specified in Section 9.16.

“U.S. Person” shall mean any Person that is a “United States person” as defined in Section 7701(a)(30) of the Code.

“VT ISP Business” shall mean Sellers’ internet service provider business located in Vermont, and doing business as “Boundless,” including network assets and spare equipment, vehicles, and customer and supplier contracts, exclusively related or used in the VT ISP Business, all as described in the *Motion of the Debtors for an Order (I) Authorizing the Sale of Broadband Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances, (II) Authorizing Debtors to Assume and Assign Executory Contracts and Unexpired Leases and (III) Granting Other Related Relief* and the attachment thereto [D.E. 301].

“WARN Act” means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

1.2 Interpretation.

(a) Whenever the words “include,” “includes” or “including” are used in this Agreement they shall be deemed to be followed by the words “without limitation.”

(b) Words denoting any gender shall include all genders.

(c) A reference to any Party to this Agreement or any other agreement or document shall include such Party’s successors and permitted assigns.

(d) A reference to any legislation or to any provision of any legislation shall include any modification or re-enactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

(e) All references to “\$” and dollars shall be deemed to refer to United States currency.

(f) All references to any financial or accounting terms shall be defined in accordance with GAAP.

(g) The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Disclosure Schedule and exhibit references are to this Agreement unless otherwise specified. All article, section, paragraph, schedule and exhibit references used in this Agreement are to articles, sections and paragraphs of, and schedules and exhibits to, this Agreement unless otherwise specified.

(h) The meanings given to terms defined herein shall be equally applicable to both singular and plural forms of such terms.

(i) Subject to Section 9.13, when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of

such period is not a Business Day, the period in question shall end on the next succeeding Business Day. All references herein to time are references to New York City time, unless otherwise specified herein.

(j) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.

(k) A reference to any agreement or document (including a reference to this Agreement) is to the agreement or document as amended or supplemented, except to the extent prohibited by this Agreement or that other agreement or document.

(l) Exhibits and Schedules to this Agreement are hereby incorporated and made a part hereof and are an integral part of this Agreement. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

ARTICLE 2

ACQUIRED ASSETS AND ASSUMPTION OF LIABILITIES

2.1 Assets to be Acquired. Subject to entry of the Sale Order, and the terms and conditions of this Agreement, any other Transaction Documents, and the Sale Order, at the Closing, Sellers shall sell, assign, transfer, convey, grant and deliver to Buyer, and Buyer, as a good faith purchaser for value within the meaning of section 363(m) of the Bankruptcy Code, shall purchase and acquire from Sellers all of Sellers' right, title and interest, free and clear of all Liens (except for the Permitted Liens), in and to each and all of the Acquired Assets. Notwithstanding anything to the contrary contained in this Agreement, Buyer shall only acquire the Acquired Assets and neither Buyer nor any Affiliate of Buyer shall acquire, and there shall be excluded from the definition of Acquired Assets, any and all Excluded Assets.

2.2 Liabilities to be Assumed by Buyer. Subject to the terms and conditions of this Agreement, any other Transaction Documents, and the Sale Order, at the Closing, Sellers shall assign to Buyer, and Buyer shall assume from Sellers and pay when due, perform and discharge, in due course, only the Assumed Liabilities existing as of the Closing Date and no other Liabilities of Sellers or any of their Affiliates.

2.3 Excluded Liabilities. Notwithstanding anything to the contrary contained in this Agreement, Buyer shall not, and does not, assume, and shall not be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any (except the Assumed Liabilities), including the Excluded Liabilities and Excluded Taxes.

2.4 Wrong Pockets. Subject to the terms and conditions of this Agreement and any other Transaction Documents, if after the Closing (i) Buyer or any of its Affiliates holds any Excluded Assets or Excluded Liabilities, or (ii) any Seller holds any Acquired Assets or Assumed Liabilities, Buyer or the applicable Seller will promptly transfer (or cause to be transferred) such assets or assume (or cause to be assumed) such Liabilities to or from (as the case may be) the other Party. Prior to any such transfer, the Party receiving or possessing any such asset will hold it in trust for such other Party.

2.5 Assumption and Assignment of Contracts and Leases.

(a) Buyer shall have the right to notify Sellers in writing of any Contract that it does not wish to assume including any Contract previously listed on Schedule 1.1(b) or a Contract to which any Seller is a party that Buyer wishes to add to Schedule 1.1(b) as a Assumed Contract or Assumed Lease on that date that is one (1) Business Day prior to the Closing Date, and (a) any such previously considered Assumed Contract or Assumed Lease that Buyer no longer wishes to assume shall be automatically deemed removed from Schedule 1.1(b) and deemed and Excluded Asset and (b) any Contract previously excluded from Schedule 1.1(b) that Buyer wishes to assume as a Assumed Contract or Assumed Lease shall be automatically deemed added to Schedule 1.1(b) and deemed a Assumed Contract or Assumed Lease.

(b) Sellers shall take all actions required to assume and assign the Assumed Contracts and Assumed Leases to Buyer (other than payment of Cure Costs, if so required), including providing timely and proper written notice of the Bidding Procedures Motion to all counterparties to Assumed Contracts and Assumed Leases, taking all actions required to facilitate any negotiations with the counterparties to such Assumed Contracts and Assumed Leases and taking all actions required obtain an Order from the Bankruptcy Court containing a finding that the proposed assumption and assignment of the Assumed Contracts and Assumed Leases to Buyer satisfies all applicable requirements of Section 365 of the Bankruptcy Code. Buyer shall cooperate and take all actions reasonably necessary to assist Sellers in the foregoing, including demonstrating adequate assurance of future performance.

(c) At the Closing, Sellers shall, pursuant to the Sale Order and the Bill of Sale and Assignment and Assumption Agreement, sell, and assume and assign to Buyer (the consideration for which is included in the Purchase Price), all Assumed Contracts and Assumed Leases that may be assigned by any such Seller to Buyer pursuant to Sections 363 and 365 of the Bankruptcy Code, as applicable, subject to provision by Buyer of adequate assurance as may be required under Section 365 of the Bankruptcy Code and payment by Buyer of the Cure Costs in accordance with Section 6.8 in respect of Assumed Contracts and Assumed Leases pursuant to and in accordance with Section 365 of the Bankruptcy Code, as applicable, and the Sale Order. At the Closing, Buyer shall assume, and thereafter in due course and in accordance with its respective terms (as may be amended) pay, fully satisfy, discharge and perform all of the obligations under each Assumed Contract and Assumed Lease that are Assumed Liabilities, pursuant to Section 365 of the Bankruptcy Code, as applicable.

2.6 Non-Assignment of Assets.

(a) Notwithstanding any other provision of this Agreement to the contrary, this Agreement will not constitute an agreement to assign or transfer and will not effect the assignment or transfer of any Acquired Asset (including any Assumed Contract or Assumed Lease) if (i) (A) it is prohibited by applicable Law, (B) an attempted assignment or transfer thereof would reasonably likely to subject Buyer, its Affiliates or any of its or their respective Representatives to civil or criminal Liability or (C) an attempted assignment or transfer thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any third party thereto, would constitute a breach, default or violation thereof or of any Law (each such action, a “Necessary Consent”), or in any way adversely affect the rights of Buyer thereunder or (ii) the

Bankruptcy Court has not entered an Order (including, for the avoidance of doubt, the Sale Order) approving such assignment or transfer. In such event, such assignment or transfer is subject to such Necessary Consent being obtained and Sellers and Buyer will use their respective commercially reasonable efforts to obtain the Necessary Consents with respect to any such Acquired Asset (including any Assumed Contract or Assumed Lease) or any claim or right or any benefit arising thereunder for the assignment or transfer thereof to Buyer as Buyer may reasonably request; provided, however, that neither Sellers nor Buyer will be obligated to pay any consideration therefor to any third party from whom consent or approval is requested or to initiate any litigation or Proceedings to obtain any such consent or approval. If such Necessary Consent is not obtained, or if an attempted assignment or transfer thereof would give rise to any of the circumstances described in clauses (i) or (ii) of the first sentence of this Section 2.6, be ineffective or would adversely affect the rights of Buyer to such Acquired Asset following the Closing, (x) Sellers and Buyer will, and will cause their respective Affiliates to, (1) use commercially reasonable efforts (including cooperating with one another to obtain such Necessary Consents, to the extent feasible) as may be necessary so that Buyer would obtain the benefits and assume the obligations thereunder in accordance with this Agreement, (2) complete any such assignments or transfers as soon as reasonably practicable, and (3) upon receipt of any applicable Necessary Consents, to transfer or assign the applicable Acquired Asset to Buyer, and (y) Sellers will, and will cause their respective Affiliates to, cooperate with Buyer in good faith without further consideration in any arrangement reasonably acceptable to Buyer and Sellers intended to provide Buyer with the benefit of any such Acquired Assets.

2.7 Exclusion of Acquired Assets or Acquired Entity. Notwithstanding anything herein to the contrary and without limiting Section 2.5, at any time on or prior to the third (3rd) Business Day after the date of the Auction, Buyer may, in its discretion by written notice to Sellers, designate any of the Acquired Assets as additional Excluded Assets, which notice shall set forth in reasonable detail the Acquired Assets so designated. Notwithstanding any other provision hereof, the Liabilities of Sellers under or related to any Acquired Asset excluded under this paragraph will constitute Excluded Liabilities.

2.8 Further Conveyances and Assumptions. From time to time following the Closing, Sellers and Buyer will, and will cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably necessary or appropriate to assure fully to Buyer and its respective successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer under this Agreement and to assure fully to each Seller and its Affiliates and their respective successors and assigns, the assumption of the Liabilities intended to be assumed by Buyer under this Agreement, and to otherwise make effective the Transactions; provided that nothing in this Section 2.8 will require Buyer or any of its Affiliates to assume any Liabilities other than the Assumed Liabilities.

ARTICLE 3
CLOSING; PURCHASE PRICE

3.1 Closing; Transfer of Possession; Certain Deliveries.

(a) Subject to the terms and conditions of this Agreement, the consummation of the Transactions (the “Closing”) shall take place on or before the second Business Day after the satisfaction or waiver of all of the conditions set forth in ARTICLE 7 (other than those conditions that by their nature are to be satisfied by actions taken at the Closing, but subject to the satisfaction or the waiver thereof at the Closing by the Party entitled to waive that condition) or on such other date as the Parties hereto shall mutually agree. The Closing shall be held by electronic exchange of executed documents at 11:00 a.m. prevailing Eastern Time, unless the Parties hereto otherwise agree. The actual date of the Closing, effective 11:59 p.m. prevailing Eastern Time on such date, is herein called the “Closing Date”.

(b) At the Closing, Sellers shall deliver to Buyer:

(i) for each Seller, an officer’s certificate, dated as of the Closing Date, executed by a duly authorized officer of such Seller certifying that the conditions set forth in Section 7.1(a) and Section 7.1(b) have been satisfied;

(ii) a stock transfer form in a form reasonably acceptable to Buyer, transferring the Acquired Capital Stock to Buyer (or its designee), duly executed by the applicable Seller;

(iii) the duly executed Bill of Sale and Assignment and Assumption Agreement, and Assignment of Intellectual Property, in substantially the forms attached hereto as Exhibit A-1, Exhibit A-2, and Exhibit B, respectively;

(iv) quitclaim deed to the Owned Real Property together with a real estate tax transfer declaration form;

(v) a W-9 form for each Seller;

(vi) all consents, orders, and approvals of the Bankruptcy Court related to the Transactions, including a certified copy of the Sale Order;

(vii) copies of the resolutions of the governing bodies of the Sellers authorizing the sale of the Acquired Assets, the execution and delivery of this Agreement and the other Transaction Documents, and the consummation of the Transactions;

(viii) electronic copies of all Assumed Contracts and Assumed Leases (together with all amendments, supplements, or modifications thereto) to the extent not already made available to Buyer in the virtual data room;

(ix) possession of the Acquired Assets, including all keys, locks, passcodes, safe combinations, login credentials, passwords and other similar items, data, and information as Buyer may reasonably require to obtain occupation and control of the Acquired

Assets, in each case subject to any applicable restrictions on access to classified information; and

(x) such other assignments and other instruments of transfer or conveyance as Buyer may reasonably request or as may otherwise be necessary to evidence and effect sale, assignment, transfer, conveyance and delivery of the Acquired Assets to Buyer free and clear of all Liens and assumption of Assumed Liabilities by Buyer in accordance with the terms hereof.

(c) At the Closing, Buyer shall:

(i) deliver to Sellers payment by wire transfer of immediately available funds to an account set forth by Sellers an aggregate amount equal to the Estimated Closing Consideration *minus* the Deposit Amount minus the Holdback Escrow Amount.

(ii) deliver to the Escrow Agent, the Holdback Escrow Amount to be deposited into the escrow account (“Escrow Account”) to be established and maintained by the Escrow Agent in accordance with the Escrow Agreement;

(iii) deliver to Sellers an officer’s certificate, dated as of the Closing Date, executed by a duly authorized officer of Buyer certifying that the conditions set forth in Section 7.2(a) and Section 7.2(b) have been satisfied;

(iv) deliver to Sellers the duly executed Bill of Sale and Assignment and Assumption Agreement, and Assignment of Intellectual Property, in substantially the forms attached hereto as Exhibit A-1, Exhibit A-2, and Exhibit B, respectively;

(v) deliver to Sellers such other assignments and other instruments of transfer or conveyance as Sellers may reasonably request or as may otherwise be necessary to evidence and effect the sale, assignment, transfer, conveyance and delivery of the Acquired Assets to Buyer and assumption of Assumed Liabilities by Buyer.

3.2 Consideration.

(a) Purchase Price. The aggregate consideration for the Acquired Assets shall be (A) the Cash Purchase Price, plus (B) Buyer’s assumption of the Assumed Liabilities.

(b) Closing Consideration. Subject to the terms and conditions of this Agreement, Buyer shall make (or cause one or more of its Affiliates to make) the following payments in satisfaction and discharge of its obligation to deliver the aggregate consideration pursuant to Section 3.2(a):

(i) \$22,073,000 (the “Cash Purchase Price”), *plus*

(ii) the amount, if any, of the Modified Net Current Assets Adjustment, and the net resulting amount from the preceding (i) through (ii), and as otherwise adjusted and finally determined pursuant to this Section 3.2, the “Closing Consideration”), which Closing Consideration shall be paid to Sellers.

3.3 Escrow Funds, Deposit Amount.

(a) Buyer shall deposit into escrow with the Escrow Agent amounts equal to (i) \$2,220,730 (such amount, the “Deposit Amount”) concurrently with the execution of this Agreement, and (ii) \$2,220,730 at the Closing (such amount, together with all interest and other earnings accrued thereon, the “Holdback Escrow Amount” and collectively with the Deposit Amount, the “Escrow Funds”) by wire transfer of immediately available funds, pursuant to the terms of the Escrow Agreement.

(b) The Parties shall instruct the Escrow Agent to release and deliver the Deposit Amount together with any interest and other earnings accrued on the Deposit Amount while in escrow (such interest and earnings, excluding the Deposit Amount, the “Escrow Interest Amount”) as follows:

(i) if the Closing occurs:

- a. the Escrow Interest Amount shall be applied first to satisfy the Escrow Agent Fee, as such fee is required to be paid subject to the Escrow Agreement. Any amount remaining of the Escrow Interest Amount after such application shall be delivered to Buyer; and
- b. if the Escrow Interest Amount accrued on the Deposit Amount is insufficient to satisfy the Escrow Agent Fee in full, Buyer shall be responsible for paying the remaining balance of the Escrow Agent Fee directly to the Escrow Agent at Closing, as such fee is required to be paid subject to the Escrow Agreement; and
- c. the Deposit Amount shall be delivered to Sellers at Closing and applied towards the Estimated Closing Consideration payable by Buyer in accordance with Section 3.2(a), independent of the Escrow Interest Amount.

(ii) If this Agreement is terminated by Sellers pursuant to Section 8.1(i), the Deposit Amount, together with the Escrow Interest Amount, shall be promptly delivered to Sellers, provided that Buyer shall be responsible for paying the Escrow Agent Fee in accordance with the Escrow Agreement.

(iii) if this Agreement is terminated other than in a manner provided by Section 8.1(i), the Deposit Amount, together with the Escrow Interest Amount, will be promptly delivered to Buyer, provided that Buyer shall be responsible for paying the Escrow Agent Fee in accordance with the Escrow Agreement.

(c) The Parties acknowledge that the agreements contained in this Section 3.3(b) are an integral part of the Transactions, that the damages resulting from termination of this Agreement under circumstances where Sellers are entitled to the Deposit Amount are uncertain and incapable of accurate calculation and that the delivery of the Deposit Amount pursuant to

Section 3.3(b)(ii) is not a penalty but rather constitutes liquidated damages in a reasonable amount that will compensate Sellers in the circumstances where Sellers are entitled to the Deposit Amount for the efforts and resources expended and opportunities forgone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, and that, without these agreements, Sellers and Buyer would not enter into this Agreement. Notwithstanding anything to the contrary in this Agreement, without limiting Sellers' rights under Section 8.2, in the event Buyer breaches this Agreement (including failure to consummate the Closing and the transactions contemplated thereby), (i) Sellers' sole remedy will be to terminate this Agreement in accordance with any applicable provision of Section 8.1 and, if applicable, to retain the Deposit Amount and (ii) in no event shall Buyer be liable for monetary damages in connection with this Agreement and the Transactions except for the Deposit Amount as set forth in this Section 3.3. If any Party fails to take any action necessary to cause the delivery of the Deposit Amount to any other Party pursuant to the Escrow Agreement under circumstances where such other Party is entitled to the Deposit Amount and, in order to obtain such Deposit Amount, such other Party commences a suit which results in a judgment in favor of such other Party, such failing Party will pay to such other Party an amount in cash equal to the costs and expenses (including attorney's fees) incurred by such other Party in connection with such suit.

3.4 Estimated Closing Consideration; Post-Closing Adjustment.

(a) At least three (3) Business Days prior to the Closing Date, the Sellers shall deliver to Buyer a statement (the "Estimated Closing Statement"), together with reasonable supporting documentation, setting forth the Sellers' good faith estimate of (1) Modified Net Current Assets (the "Estimated Modified Net Current Assets") and the resulting Estimated Modified Net Current Assets Adjustment, if any (the "Estimated Modified Net Current Assets Adjustment"), (2) and based thereon, the Sellers good faith estimate of the Closing Consideration (such estimated amount, the "Estimated Closing Consideration"). Sellers shall prepare the Estimated Closing Statement in accordance with GAAP. Following the delivery of the Estimated Closing Statement, the Sellers shall provide Buyer and its Representatives with reasonable access to work papers and other books and records for purposes of assisting Buyer in its review of the Estimated Closing Statement. Prior to the Closing, the Sellers shall consider in good faith any revisions to the Estimated Closing Statement raised by Buyer in connection with its review of the Estimated Closing Statement.

(b) As soon as reasonably practicable, but not later than fifteen (15) Business Days after the Closing Date, Buyer shall prepare and deliver to Sellers a statement (the "Closing Statement"), together with reasonable supporting documentation, setting forth in reasonable detail Buyer's good faith calculation of (1) actual Modified Net Current Assets and the resulting Modified Net Current Assets Adjustment, if any, and (2) based thereon, its good faith calculation of the actual Closing Consideration. Buyer shall prepare the Closing Statement in accordance with this Agreement and GAAP. During the 15-day period following the delivery of the Closing Statement, Buyer shall provide the Sellers and its Representatives with reasonable access to the Business' accounting and other personnel and to the work papers and other books and records related to the preparation of the Closing Statement for purposes of assisting the Sellers in their review of the Closing Statement. At or prior to the end of such 15-day period, the Sellers shall either:

(i) deliver a notice to Buyer confirming that no adjustments are proposed by the Sellers to Buyer's calculation of the amount of Modified Net Current Assets and the resulting Modified Net Current Assets Adjustment, if any, as set forth on the Closing Statement (a "Notice of Acceptance"), after which the Closing Statement and the calculation of the actual Modified Net Current Assets as set forth therein shall be final and binding on the Parties; or

(ii) deliver a written notice to Buyer to the effect that the Sellers believe that Buyer's calculation of the amount of Modified Net Current Assets as set forth on the Closing Statement, contains mathematical errors or is otherwise not in accordance with the terms of this Agreement or GAAP (a "Notice of Disagreement") and, specifying in reasonable detail and accompanied by supporting calculations and documentation, the nature of such mathematical errors or non-compliance with the terms of this Agreement or GAAP and the resulting adjustments (collectively, the "Proposed Adjustments");

provided, however, that if the Sellers fail to deliver a Notice of Acceptance or a Notice of Disagreement within such 15-day period, then the Closing Statement and the calculation of the Modified Net Current Assets and the resulting Modified Net Current Assets Adjustment, if any, as set forth therein shall be final and binding on the Parties as the Final Modified Net Current Assets and Final Modified Net Current Assets Adjustment, if any.

(c) If there are any Proposed Adjustments, Buyer shall, no later than 15 days after Buyer's receipt of the Notice of Disagreement, notify the Sellers whether Buyer accepts or rejects each such Proposed Adjustment. Thereafter, the Sellers and Buyer shall work in good faith to resolve any differences that remain with respect to the Proposed Adjustments. If any of the Proposed Adjustments are not so resolved (the "Unresolved Adjustments") within 15 days after Buyer's notice to Sellers of its rejection of any Proposed Adjustments (or such longer period as the Parties may mutually agree in writing), then, at the request of either the Sellers or Buyer, the Unresolved Adjustments will be jointly submitted for arbitration to a mutually agreed nationally recognized firm with accounting expertise and relevant experience in resolving similar purchase price adjustment disputes (the "Accounting Firm"), and the Parties will enter into an engagement letter if requested by the Accounting Firm. The Parties shall mutually determine the procedures with respect to the resolution of the Unresolved Adjustments; provided that if the Parties do not reach an agreement on such process within ten Business Days of the engagement of the Accounting Firm, then the Accounting Firm shall, within the subsequent ten Business Days, unilaterally determine such procedures, and inform the Parties in writing of such procedures. The scope of the review by the Accounting Firm will be limited to: (i) a disposition of the Unresolved Adjustments through a strict application of GAAP and the terms of this Agreement; and (ii) based on its determination of the matters described in clause (i) above and all items and amounts that were previously accepted or agreed upon or deemed agreed upon by the Parties in accordance with this Section 3.4(c), as applicable, a calculation of Modified Net Current Assets and the resulting Modified Net Current Assets Adjustment, if any. No Party will disclose to the Accounting Firm, and the Accounting Firm will not consider for any purpose, any settlement discussions or offers made by any Party with respect to the Unresolved Adjustments or otherwise unless expressly agreed to by both Parties in writing. In no event shall either Party or its Representatives have any ex parte communications or meetings with the Accounting Firm without the prior written consent of the other Party. The Accounting Firm shall not be entitled to, and the Parties shall not

individually request the Accounting Firm to, (A) make any determination other than as set forth above, (B) determine any Unresolved Adjustment to be a value higher than the highest value or lower than the lowest value proposed by the Parties in the Closing Statement or the Notice of Disagreement, or (C) undertake any independent investigation of the facts relating to the Unresolved Adjustments. The Accounting Firm will be instructed to render, as promptly as practicable and, to the extent reasonably practicable, within 15 days after such submission of the Unresolved Adjustments to the Accounting Firm, its written decision resolving the matters submitted to it, which written decision will include a worksheet setting forth the reason for each Unresolved Adjustment determination, the material calculations used to determine the Accounting Firm's ruling including the calculation of Modified Net Current Assets and the resulting Modified Net Current Assets Adjustment, if any. The determination of the Modified Net Current Assets and the resulting Modified Net Current Assets Adjustment, if any, by the Accounting Firm and the statement prepared by the Accounting Firm setting forth such determination will, absent manifest error, be final and binding on the Parties as the "Final Modified Net Current Assets", "Final Modified Net Current Asset Adjustment" and judgment may be entered upon such determination and statement in any court of competent jurisdiction. The fees and expenses of the Accounting Firm incurred pursuant to this Section 3.4(c) shall be paid out of the Holdback Escrow Amount.

(d) Final Closing Consideration Payment. Following the final determination of the Final Modified Net Current Assets and the resulting Final Modified Net Current Assets Adjustment, if any, pursuant to Sections 3.4(b) or 3.4(c), the parties shall recalculate the Estimated Closing Consideration by substituting the Final Modified Net Current Assets for the Estimated Modified Net Current Assets (such recalculated Estimated Closing Consideration, the "Final Closing Consideration") and:

(i) if (x) the Final Modified Net Current Assets is greater than the Target Modified Net Current Assets by more than the Collar Amount and (y) a positive Modified Net Current Assets Adjustment was made to the Estimated Closing Consideration, then:

(A) if the Final Modified Net Current Assets Adjustment is greater than the Estimated Modified Net Current Assets Adjustment, then (x) Buyer shall pay to Sellers an amount equal to the absolute difference between the Estimated Modified Net Current Asset Adjustment and the Final Modified Net Current Assets Adjustment;

(B) if the Final Modified Net Current Assets Adjustment is less than the Estimated Modified Net Current Assets Adjustment, then an amount equal to the absolute difference between the Estimated Modified Net Current Asset Adjustment and the Final Modified Net Current Assets Adjustment, shall be paid to Buyer, up to an amount equal to the available Holdback Escrow Amount, exclusively from the Holdback Escrow Amount and the Escrow Agent shall release such amount from the Holdback Escrow Amount to the extent available to Buyer;

(ii) if (x) the Final Modified Net Current Assets is less than the Target Modified Net Current Assets by more than the Collar Amount and (y) a positive Modified Net Current Assets Adjustment was made to the Estimated Closing Consideration, then:

(A) an amount equal to the absolute difference between the Estimated Modified Net Current Asset Adjustment and the Final Modified Net Current Assets Adjustment, shall be paid to Buyer, up to an amount equal to the available Holdback Escrow Amount, exclusively from the Holdback Escrow Amount and the Escrow Agent shall release such amount from the Holdback Escrow Amount to the extent available to Buyer;

(iii) if (x) the Final Modified Net Current Assets is less than the Target Modified Net Current Assets by more than the Collar Amount and (y) a negative Modified Net Current Assets Adjustment was made to the Estimated Closing Consideration, then:

(A) if the Final Modified Net Current Assets Adjustment (expressed as a negative number) is greater than the Estimated Modified Net Current Assets Adjustment (expressed as a negative number), then (x) the dollar amount equal to the absolute difference between the Estimated Modified Net Current Asset Adjustment and the Final Modified Net Current Assets Adjustment, expressed as a positive number shall be paid to Buyer, up to an amount equal to the available Holdback Escrow Amount, exclusively from the Holdback Escrow Amount and the Escrow Agent shall release such amount from the Holdback Escrow Amount to the extent available to Buyer;

(B) if the Final Modified Net Current Assets Adjustment (expressed as a negative number) is less than the Estimated Modified Net Current Assets Adjustment (expressed as a negative number), then Buyer shall pay to the Sellers the dollar amount equal to the absolute difference between the Estimated Modified Net Current Asset Adjustment and the Final Modified Net Current Assets Adjustment, expressed as a positive number;

(iv) if (x) the Final Modified Net Current Assets differs from the Target Modified Net Current Assets by more than the Collar Amount and (y) no Modified Net Current Assets Adjustment was made to the Estimated Closing Consideration, then:

(A) if the Final Modified Net Current Assets is greater than the Target Modified Net Current Assets, then Buyer shall pay to Sellers an amount equal to the Final Modified Net Current Assets Adjustment;

(B) if the Final Modified Net Current Assets is less than the Target Modified Net Current Assets, then an amount equal to the Final Modified Net Current Assets Adjustment shall be paid to the Buyer, up to an amount equal to the available Holdback Escrow Amount, exclusively from the Holdback Escrow Amount;

(e) Without limiting the generality of the foregoing, in the event that the full amount (if any) by which the Estimated Closing Consideration exceeds the Final Closing Consideration is greater than the Holdback Escrow Amount, neither Buyer nor any of its Affiliates or its or their respective Representatives shall have any recourse with respect to such shortfall against Sellers, any of its Affiliates, its or their respective Representatives or any other Person.

(f) Upon final determination of the Final Closing Consideration and after giving effect to the foregoing payments within five (5) Business Days the Buyer and the Sellers shall jointly instruct the Escrow Agent to release an amount equal to the then-remaining amount of the Holdback Escrow Amount (if any) to the account(s) designated by the Representative in such joint instruction for distribution to the Sellers.

(i) All payments pursuant to this Section 3.4, including all such payments and releases from the Holdback Escrow Amount, shall be made (to an account (or accounts) designated in writing in advance by Sellers or Buyer, as applicable) by wire transfer of immediately available funds on or prior to the second (2nd) Business Day following the final determination of the Final Closing Consideration pursuant to Section 3.4(d). For purposes of any calculations with respect to the Closing Consideration, the parties acknowledge and agree that any effects of Buyer's or any of its Affiliates' purchase accounting with respect to the Transactions shall not be considered with respect to any calculations of the Closing Consideration.

(j) Any payments made pursuant to this Section 3.4 shall be treated by the Parties as an adjustment to the Purchase Price for Tax purposes and shall be reported as such by the Parties on their Tax Returns, in each case to the extent permitted by applicable Law.

3.5 Allocation of Purchase Price. (i) The sum of the Purchase Price and the amount of the Assumed Liabilities (to the extent properly treated as consideration for Tax purposes) shall be allocated among Sellers and (ii) the amount allocated to the Acquired Assets sold by each such Seller shall be further allocated among such Acquired Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (the "Allocation"). The Allocation shall be delivered by Buyer to Sellers within ninety (90) days after the Closing. Sellers' Representative, on behalf of Sellers, will have the right to raise reasonable objections to the Allocation within thirty (30) days after Buyer's delivery thereof, in which event Buyer and Sellers' Representative will negotiate in good faith to resolve such dispute. If Buyer and Sellers' Representative cannot resolve such dispute within fifteen (15) days after Sellers' Representative notifies Buyer of such objections, then such dispute with respect to the Allocation shall be resolved promptly by the Accounting Firm. The fees, costs and expenses of the Accounting Firm (i) shall be borne by Buyer in the proportion that the aggregate dollar amount of all such disputed items so submitted that are unsuccessfully disputed by Buyer (as finally determined by the Accounting Firm) bears to the aggregate dollar amount of such items so submitted and (ii) shall be borne by Sellers in the proportion that the aggregate dollar amount of such disputed items so submitted that are successfully disputed by Buyer (as finally determined by the Accounting Firm) bears to the aggregate dollar amount of all such items so submitted. The decision of the Accounting Firm in respect of the Allocation shall be final and binding upon Buyer and Sellers. Buyer and Sellers shall file all Tax Returns (including Internal Revenue Service Form 8594) consistent with the Allocation absent a change in Law; provided, however, that nothing contained herein shall prevent Buyer or any Seller from settling any proposed deficiency or adjustment by any Tax Authority based upon

or arising out of the Allocation, and neither Buyer nor any Seller shall be required to litigate before any court any proposed deficiency or adjustment by any Tax Authority challenging such Allocation. Buyer and any applicable Seller shall promptly notify and provide the other with reasonable assistance in the event of an examination, audit, or other proceeding relating to Taxes regarding the Allocation of the Purchase Price and the amount of the Assumed Liabilities pursuant to this Section 3.5. Notwithstanding any other provisions of this Agreement, the foregoing agreement shall survive the Closing Date without limitation.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the Disclosure Schedules, Sellers jointly and severally hereby represent and warrant to Buyer, as of the Agreement Date and as of the Closing that:

4.1 Organization. Each Seller and the Acquired Entity (a) is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization (b) has, with respect to each Seller subject to the necessary authority from the Bankruptcy Court, all requisite corporate power and authority to own, lease and hold its assets, rights and properties and to conduct its Business as now owned, leased, held and conducted in its jurisdiction of organization and in the other jurisdictions in which it is required to register or qualify to do business and (c) is qualified to do business and is in good standing (or its equivalent) in every jurisdiction in which the Acquired Assets, Assumed Liabilities or the operation of the Business as it is now being conducted requires it to qualify, except where the failure to be so qualified would not reasonably be expected to have a Seller Material Adverse Effect. Except as set forth in Section 4.1 of the Disclosure Schedules, none of the Acquired Entity has initiated or is subject to any bankruptcy, dissolution or liquidation proceedings and, to the Knowledge of Sellers, there are no grounds for such proceedings.

4.2 Authorization of Transaction. Subject to the Bankruptcy Court's entry of the Sale Order, each Seller has full power and authority (including full corporate power and authority) to execute and deliver this Agreement and all other agreements contemplated hereby to which it is a party and to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery, and performance of this Agreement and all other agreements contemplated hereby to which each Seller is a party and the consummation of the Transactions have been duly and validly authorized by all requisite corporate or similar action on the part of such Seller. Upon due execution hereof by each Seller, this Agreement (assuming due authorization and delivery by Buyer) shall constitute, subject to the Bankruptcy Court's entry of the Sale Order, the valid and legally binding obligation of such Seller, enforceable against such Seller in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, moratorium, or other similar laws relating to creditors' rights and general principles of equity.

4.3 No Conflicts; Required Consents.

(a) Except as set forth in Section 4.3(a) of the Disclosure Schedules and assuming that (A) requisite Bankruptcy Court approvals are obtained, (B) the notices, authorizations, approvals, Orders, permits or consents set forth in Section 4.3(b) of the Disclosure Schedules are made, given or obtained (as applicable), and (C) any filings required by any applicable federal or state securities or "blue sky" Laws are made, the execution, delivery and

performance by Sellers of this Agreement and the consummation by Sellers of the Transactions, do not: (i) violate the Organizational Documents of Sellers or the Acquired Entity; (ii) violate any Law applicable to Sellers or the Acquired Entity or by which any Acquired Asset or any property or asset of the Acquired Entity is bound; or (iii) result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, create in any party thereto the right to terminate or cancel, or require any consent under, or result in the creation or imposition of any Lien (other than a Permitted Lien) on any Acquired Asset or any of the Acquired Entity under, any Material Contract; except, in the case of clauses (ii) and (iii), for any such violations, breaches, defaults or other occurrences that are not material to the Business, taken as a whole.

(b) Except as set forth in Section 5.3(b) of the Disclosure Schedules, no Seller nor any Acquired Entity is required to file, seek or obtain any notice, authorization, approval, Order, permit, or consent of or with any Governmental Body in connection with the execution, delivery and performance by Sellers of this Agreement or the consummation by Sellers of the Transactions, except (i) requisite Bankruptcy Court approvals, (ii) or (iii) such filings as may be required by any applicable federal or state securities or “blue sky” Laws.

4.4 Title to Acquired Assets.

(a) Except as set forth in Section 4.4(a) of the Disclosure Schedules, subject to (i) bankruptcy, insolvency, or other similar Laws affecting the enforcement of creditors’ rights generally, and (ii) the Enforceability Exceptions, Sellers have good and valid title to, or in the case of the Owned Real Property, have good and marketable fee simple title to, or in the case of the Leased Real Property, have good and valid leasehold, subleasehold, or other occupancy interests or licenses in, or in the case of leased assets, have good and valid leasehold interests in, the Acquired Assets free and clear of all Liens (other than Permitted Liens) and, at the Closing, Buyer will be vested with good and valid title to, or in the case of the Owned Real Property, good and marketable fee simple title to, or in the case of the Leased Real Property, good and valid leasehold, subleasehold, or other occupancy interests in, or in the case of leased assets, good and valid leasehold interest in, such Acquired Assets, free and clear of all Liens (other than Permitted Liens) and Excluded Liabilities, to the fullest extent permissible under Law, including Section 363(f) of the Bankruptcy Code.

(b) All of the outstanding shares of capital stock of (or comparable interest in) each Acquired Entity (i) are owned directly or indirectly by Sellers, (ii) are free and clear of any Liens (other than restrictions on transfer of unregistered securities arising under applicable securities Laws), and (iii) have been validly issued and are fully paid and, as applicable, non-assessable. Section 4.4(b) of the Disclosure Schedules lists all of the Acquired Entity and the outstanding shares of capital stock or voting securities of, or other equity securities therein and, in each case, the record and beneficial owner(s) thereof. There are no options, warrants, convertible securities or other rights, agreements, arrangements or commitments relating to the equity securities of the Acquired Entity (other than this Agreement) obligating any Seller or any Acquired Entity to issue or sell any shares of capital stock of, or any other comparable interest in, an Acquired Entity (other than this Agreement). No Acquired Entity owns, directly or indirectly, any capital stock, membership interest, partnership interest, joint venture interest or other equity interest in any other Person (other than an Acquired Entity). There are no voting trusts or other

agreements or understandings with respect to the equity interests of the Acquired Entity. There are no obligations, contingent or otherwise, of any Acquired Entity to repurchase, redeem or otherwise acquire any shares of capital stock of any Acquired Entity. Upon the consummation of the Closing, Sellers will convey good and valid title to all the equity securities of the Acquired Entity, and Buyer or its designated nominee will be the beneficial owner of the entire equity interest in each of the Acquired Entity, free and clear of all Liens, Contracts or other limitations whatsoever. The assignments, endorsements, stock powers and other instruments of transfer delivered by Sellers to Buyer at the Closing will be sufficient to transfer Sellers' entire interest, record and beneficial, in the equity securities of the Acquired Entity to Buyer or its designated nominee.

(c) Each Acquired Entity has good and marketable title to, or in the case of leased properties and assets, valid leasehold interests in, all of its properties and assets, tangible or intangible, free and clear of any Liens (other than Permitted Liens).

(d) The Acquired Assets (as determined inclusive of any Acquired Assets excluded pursuant to Section 2.5 or Section 2.7) and the tangible and intangible personal property used or held by the Acquired Entity for use, together with all Real Property, and all other assets and rights (including rights under Contracts) of the Acquired Entity are sufficient in all respects for the operation of the Business as currently conducted by Sellers and the Acquired Entity. Each such tangible asset is in all material respects in good operating condition and repair, ordinary wear and tear excepted, is free from latent and patent defects, is suitable for the purposes for which it is being used and currently planned to be used by Sellers and the Acquired Entity and has been maintained in accordance with normal industry practice.

4.5 Litigation; Orders. Except for the Chapter 11 Cases and any adversary proceedings or contested motions commenced in connection therewith, or as set forth on Schedule 4.5 to the Disclosure Schedules, there is no Claim, Proceeding or Order pending, outstanding or, to any Sellers' Knowledge, threatened against any Seller that, if adversely determined, would be material to the Business that seeks to restrain or prohibit or otherwise challenge the consummation, legality or validity of the transactions contemplated hereby.

4.6 Tangible Personal Property. Schedule 4.6 to the Disclosure Schedules sets forth all personal property leases with annual payments in excess of \$100,000 related to the Business. Except for potential or alleged defaults arising from Sellers' failure or alleged failure to pay amounts owed under such personal property leases prior to the Petition Date, each such personal property lease is valid and enforceable, subject to the entry of the Sale Order.

4.7 Employment Matters.

(a) No Employee is covered by, and the Sellers and the Acquired Entity are not bound by, a collective bargaining or other labor-related agreement with any union or employee organization. Within the past three (3) years, no Seller or Acquired Entity has been asked to recognize any union or collective bargaining unit or union contribution agreement. Within the past three (3) years, no organizational attempt has been made by, or to Sellers' Knowledge, threatened by or on behalf of any labor union or collective bargaining unit with respect to any Employee, and there are and, in the past three (3) years, have been no strikes, slowdowns, work stoppages,

lockouts, or other labor disputes pending, or to the Sellers' Knowledge, threatened against or involving any Seller or the Acquired Entity. There is no unfair labor practices complaint, charge, administrative proceeding, or claim against any Seller or the Acquired Entity pending or threatened before the National Labor Relations Board or any comparable Governmental Entity.

(b) To the Knowledge of Sellers, Sellers are in compliance in all material respects with all applicable laws, agreements, contracts and policies relating to labor, employment, employment practices, human rights, wages, hours, meals and rest period breaks, job classifications, leaves of absence, independent contractor and contingent worker classification, harassment, discrimination, retaliation, and terms and conditions of employment. Except as provided in Schedule 4.7(b) to the Disclosure Schedules, there is no litigation or Claim pending or, to Sellers' Knowledge, threatened against any Seller or the Acquired Entity by any Employee, former employee, independent contractor or contingent worker, or otherwise relating to employment Laws. As of the Agreement Date and the Closing Date, all compensation (including wages, commissions, bonuses, fees and other compensation) and benefits (including 401(k) contributions) payable to all Employees of the Sellers for service performed prior to such dates have been paid in full, except as set forth on Schedule 4.7(b) to the Disclosure Schedules.

(c) Sellers have provided or made available to Buyer a true and correct list, as of the Agreement Date, of the names and titles of and current annual base salaries or hourly rates for all full time or part time Employees of the Business, together with each Employee's title or position, job location (including city and state), leave status (if any) (including type of leave and, if known, anticipated return-to-work date), visa status, status as exempt or non-exempt under applicable overtime and minimum wage Laws, the date of each Employee's original hiring and, as applicable, the full amount and nature of any other remuneration or fringe benefits, whether in cash or kind, paid to each such person during the last or current fiscal year or payable or committed to be paid to each such person in the future, and the bonuses and/or commissions accrued for, and the vacation, sick time, or other paid time off to which each such person is entitled. Schedule 4.7(c) of the Disclosure Schedule accurately identifies all contracts or other agreements to which each such Employee and any Seller or the Acquired Entity are parties (including employment, confidentiality, non-compete, consulting, and proprietary rights agreements), but excluding any contracts relating to Employees' ownership in TTMI capital stock. Except as set forth in Schedule 4.7(c) of the Disclosure Schedule, the employment of each current Employee is at-will.

(d) Schedule 4.7(d) to the Disclosure Schedules sets forth, as of the Agreement Date, the (i) name, (ii) date of retention, (iii) a description of services provided, (iv) work location (including city and state), and (v) rate of compensation of each independent contractor or non-employee service provider of each Seller or the Acquired Entity, in each case who is a natural Person.

(e) Except as set forth on Schedule 4.7(e) to the Disclosure Schedules, no Seller or Acquired Entity has incurred any liability under, and each Seller and the Acquired Entity has complied in all respects with, the WARN Act, and does not reasonably expect to incur any such liability as a result of actions taken or not taken by the Seller or the Acquired Entity prior to or as of the Closing.

4.8 Compliance with Laws; Permits.

(a) The Business is being, and at all times since January 1, 2021 has been, conducted in material compliance with, and Sellers and the Acquired Entity have in all material respects complied with, all applicable Laws relating to the operation of the Business and the Acquired Assets, except as resulting from the filing and pendency of the Chapter 11 Cases or where the failure to be in compliance would not be reasonably expected to have a Seller Material Adverse Effect. Except as provided on Schedule 4.8(a) to the Disclosure Schedules, Sellers have not received any notice or other communication (whether written or oral) from any Governmental Entity or any other Person regarding any actual, alleged, possible or potential breach, violation of or non-compliance with any Law to which any Seller, the Business, or any of the Acquired Assets is or has been subject, which notice or communication remains unresolved or outstanding as of the Agreement Date.

(b) Sellers and the Acquired Entity are in possession of all material Permits required or necessary for them to own, lease and operate their assets and properties and to carry on the Business as currently conducted. All such Permits are valid and in full force and effect, and have not lapsed, expired, or been cancelled, terminated or withdrawn. Each Seller and Acquired Entity is and has been since January 1, 2021 in compliance in all material respects with all such Permits except where the failure to be in compliance would not be reasonably expected to have a Seller Material Adverse Effect and, to the Knowledge of Sellers, no event has occurred which, with notice or the lapse of time or both, would constitute a default under or violation in any material respect of any term thereunder. No suspension, cancellation, modification, revocation or nonrenewal of any Permit is pending or, to the Knowledge of Sellers, threatened. Subject to entry of the Sale Order, each such Permit held by Sellers 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). Schedule 4.7(a) to the Disclosure Schedules contains a true and correct list of all such Permits.

4.9 Contracts. Schedule 4.9 to the Disclosure Schedules contains a true, accurate and complete list of the following Contracts under which any of the Acquired Assets or Assumed Liabilities are bound or affected, or that are otherwise primarily related to any Acquired Asset and to which any m Seller is a party or has rights (each such Contract the “Material Contracts”):

(i) any Contract with a Governmental Entity, university or academic research institute;

(ii) each Contract not otherwise described in any other subsection of this Section 4.9 pursuant to which any Seller is obligated to pay, or entitled to receive, payments in excess of \$250,000 in the twelve (12)-month period following the date hereof and cannot be terminated by such Seller Group on less than 90 days’ notice without material payment or penalty;

(iii) any Contract that obligates any Seller to make any capital investment or capital expenditure outside the Ordinary Course of Business and in excess of \$250,000 (other than Contracts with any current or former employees, advisors or independent contractors entered into in the Ordinary Course of Business);

(iv) each Contract with any Material Supplier or any Material Customer;

(v) any Contract (A) containing covenants restricting competition which have or would have the effect of prohibiting, or limiting the ability of, any member of the Seller from engaging in any business or activity in any geographic area or with any Person; (B) in which any Seller has granted “exclusivity” or that requires any Seller to deal exclusively with or grant exclusive rights or rights of first refusal to, any customer, vendor, supplier, distributor, contractor or other Person; or (C) containing a “most-favored-nation,” best pricing or other similar term or provision;

(vi) any Contract for the purchase or sale of goods or services, materials, supplies or equipment that involved or is reasonably expected to involve the payment of more than \$250,000 that cannot be terminated on not more than 90 days’ notice without material payment or penalty; and

(vii) any Contract that if terminated, or if allowed to expire without being renewed, would have a Material Adverse Effect.

4.10 Real Property.

(a) Schedule 4.10(a) to the Disclosure Schedules sets forth the address of all Real Property owned by the Sellers (such real property, the “Ow ned Real Property”). Except as set forth on Schedule 4.10(a), each Seller has good and marketable fee simple title to each parcel of Owned Real Property listed as owned by it on Schedule 4.10(a) to the Disclosure Schedule, free and clear of Liens other than Permitted Liens. There is no pending and the Sellers have not received notice of any proposed condemnation proceeding, and to the Knowledge of Seller, there is no condemnation proceeding threatened, with respect to any of the Owned Real Property.

(b) The Sellers have not leased, licensed, contracted to sell, or otherwise granted to any Person the right to use, occupy or acquire any portion of any parcel of Owned Real Property, except as set forth in Schedule 4.10(b) of the Disclosure Schedules, and no Seller has received notice, and Seller has no Knowledge, of any claim of any Person to the contrary. Seller has made available to Buyer in the virtual data room true, accurate, and complete copies of (i) all deeds and other recorded instruments by which the Seller acquired their respective interests in the Owned Real Property and; (ii) all title reports, surveys, title policies, title exception documents, and appraisals available to the Sellers with respect to the Owned Real Property. There are no outstanding options, rights of first offer or rights of first refusal to purchase any Owned Real Property or any portion thereof or interest therein.

(c) Schedule 4.10(b) to the Disclosure Schedules lists all leases and subleases under which any Seller uses or occupies or has the right to use or occupy any real property as of the Effective Date (such leases or subleases, the “Leases,” and such real property, the “Leased Real Property”) and also lists each street address applicable to such Leased Real Property. Sellers have made available to Buyer a true and complete copy of all Leases (including all amendments, extensions, renewals, guaranties and other agreements with respect thereto) for the Leased Real Property in the virtual data room. Except as set forth in Schedule 4.10(b) to the Disclosure Schedules, with respect to each of the Assumed Leases, (a) to Sellers’ Knowledge, each Assumed Lease is legal, valid, binding, enforceable and in full force and effect in accordance with its terms; (b) Sellers’ possession and quiet enjoyment of the Leased Real Property has not been disturbed;

(c) to Sellers' Knowledge, there are no disputes with respect to any Sellers' obligations under such Lease that will not be satisfied by entry of the Sale Order and the payment of the Cure Costs by Buyer; (d) to Sellers' Knowledge, no Seller is in material breach or default under any of the Assumed Leases; (e) Sellers have not subleased, licensed, or otherwise granted any Person the right to use or occupy such Leased Real Property or any portion thereof; and (f) to Sellers' Knowledge, there are no Liens on the estate or interest created by such Lease. The rent set forth in each Real Property Lease is the actual rent being paid, and there are no separate agreements or understandings with respect to the same.

(a) The Sellers are in peaceful and undisturbed possession of its Owned Real Property and Leased Real Property, and there are no contractual or legal restrictions that preclude or restrict the ability of any Seller to use such Owned Real Property or Leased Real Property for the purposes for which it is currently being used. There are no Contracts outstanding for the sale, exchange, Liens, lease or transfer of any of the Owned Real Property or Leased Real Property, or any portion thereof.

(b) Use of the Owned Real Property and the Leased Real Property for the various purposes for which it is presently being used is permitted as of right under applicable urbanization, zoning and other land use Laws and is not subject to "permitted non-conforming" use or structure classifications. All buildings, structures, fixtures and other improvements included in the Owned Real Property or Leased Real Property (collectively, the "Improvements") are in compliance in all material respects with all applicable Laws, including those pertaining to health and safety, zoning, building and construction requirements and the disabled. No part of any Improvement encroaches on, or otherwise conflicts with the property rights of, any real property not included in the Owned Real Property or Leased Real Property, and there are no buildings, structures, fixtures or other improvements primarily situated on adjoining property which encroach on any part of the Owned Real Property or Leased Real Property, or otherwise conflict with the property rights and construction requirements of the Companies. Each parcel of Owned Real Property and Leased Real Property (i) abuts on and has direct vehicular access to an improved public road or has access to an improved public road via a permanent, irrevocable, appurtenant easement improved with a road benefiting such parcel of Owned Real Property or Leased Real Property and comprising a part of the Owned Real Property or Leased Real Property, (ii) is supplied with public or quasi-public utilities and other services appropriate for the operation of the Improvement located on such parcel and the operation of the Business thereon and (iii) is not located within any flood plain or area subject to wetlands regulation or any similar restriction.

4.11 Intellectual Property.

(a) Schedule 4.11(a) to the Disclosure Schedules sets forth a true, correct and complete list of all Owned Intellectual Property that is, as of the Agreement Date, registered or subject to an application for registration, including all Internet domain registrations (the "Registered IP"). Other than as set-forth on Schedule 4.11(a), Sellers own or have the right to use, all Registered IP and all Transferred Intellectual Property, free and clear of all liens (other than Permitted Liens). and all of the Transferred Intellectual Property is, and after the Closing shall be, fully transferable, alienable and licensable by the Buyer, without restriction and without payment of any kind to any Person.

(b) The Transferred Intellectual Property includes all Intellectual Property necessary for the operation of the Business in the Ordinary Course of Business with the exception of intellectual property rights held by other Persons in certain off-the-shelf Software.

(c) The operation of the Business in the Ordinary Course of Business does not infringe, misappropriate or otherwise violate any Intellectual Property of any other Person in any material respect. No Person is infringing, misappropriating or otherwise violating the Registered IP or other Transferred Intellectual Property in any material respect.

(d) There are no material royalties or other payments payable by any Seller to any Person by reason of the ownership, use, license, sublicense, transmission, broadcast, deliver, sale, or disposition of the Transferred Intellectual Property. The Sellers are not subject to any Proceeding or outstanding judgement or stipulation that (i) restricts in any manner the use, provision, transfer, assignment, or licensing of any material Transferred Intellectual Property or (ii) negatively affects the registrability, use, or enforceability of any material Transferred Intellectual Property.

(e) There is no pending or threatened claim or Litigation contesting, nor has Seller received a notice in the last two (2) years contesting, the validity, ownership or right to use, sell, license, sublicense, transmit, broadcast, deliver or dispose of any Transferred Intellectual Property, nor, to Sellers' Knowledge, is there a basis for any such claim.

(f) There is no pending or threatened claim or Litigation asserting, nor has Seller received a notice in the last two (2) years asserting that (i) the operation of the Business or (ii) any Transferred Intellectual Property or the proposed ownership, use, license, sublicense, transmission, broadcast, deliver, sale, or disposition thereof directly or indirectly infringes, misappropriates, dilutes, constitutes unauthorized use or, conflicts with, or otherwise violates the Intellectual Property rights of any other Person, nor, to Sellers' Knowledge, is there a basis for any such assertion.

(g) All trademarks that are Registered IP, if any, of Sellers are valid and subsisting. To the Sellers' Knowledge, there has been no prior use of such trademarks by any third party which would confer upon such third-party superior rights in such trademarks.

(h) Each of the Sellers has taken reasonable steps to protect the confidentiality of its material trade secrets and confidential information, including requiring each Person with access to such material trade secrets and confidential information to execute a binding confidentiality agreement. All Persons involved in the creation, invention or development of Intellectual Property related to the Business and on behalf of the Sellers (each Person a "Contributor"), has executed and delivered to the Sellers (and to the Sellers' Knowledge is in compliance with) a valid written agreement assigning and transferring all right, title and interest that such Contributor may have in any Intellectual Property to the relevant Seller.

(i) No Governmental Authority, university, college, other educational institution, multi-national, bi-national or international organization or research center has claim or right (including license rights) to, or has provided or is providing funding (including tax incentives or relief), facilities or resources used in the development of any Owned Intellectual Property.

(j) Schedule 4.11(e) to the Disclosure Schedules sets forth a true and complete list of Software that is licensed by any Seller from any third party and used by any Seller and that are material to the operation of the Business (the “Licensed Software”). To the Sellers’ Knowledge, each of the license agreements relating to the Licensed Software are valid and binding obligations, enforceable in accordance with their terms, and there exists no event or condition which will result in a violation or breach of, or constitute (with or without notice or lapse of time or both) a default by the applicable Seller or licensor under any such license agreement.

(k) The operation of the Business in the Ordinary Course of Business has not used Open Source Software in any manner that would or could, with respect to Transferred Intellectual Property, (i) require its disclosure or distribution in source code form, (ii) require the licensing thereof for the purpose of making derivative works, (iii) impose any restriction on the consideration to be charged for the distribution thereof, or (iv) create, or purport to create, obligations for the Sellers (or, after the Closing Date, the Buyer) with respect to any Intellectual Property owned by them or grant, or purport to grant, to any third party, any rights or immunities under any such Intellectual Property. The operation of the Business in the Ordinary Course of Business has at all times been in material compliance with all applicable Open Source Software licenses.

(l) Neither the Sellers, nor any Person acting on their behalf, has disclosed, delivered or licensed to any Person, agreed to disclose, deliver or license to any Person, or permitted the disclosure or delivery to any escrow agent or other Person of, any source code for any Software included in or related to any Transferred Intellectual Property, except for disclosures to Employees or contractors under binding written agreements that prohibit use or disclosure except in the performance of services to the Sellers.

4.12 Brokers’ Fees and Commissions. Except as set forth on Schedule 4.12 to the Disclosure Schedules, no Seller nor any of its members, managers, directors, officers, employees or agents has employed or has any liability to any investment banker, broker, finder, agent or similar intermediary in connection with this Agreement, the other Transaction Documents, or the Transactions contemplated hereby, and no broker, finder, agent or similar intermediary is entitled to any broker’s fee, finder’s fee, or similar fee or commission in connection therewith based on any agreement, arrangement or understanding.

4.13 Financial Statements.

(a) Sellers have delivered or made available to Buyer complete copies of the audited balance sheets of the Business as of December 31, 2024 and related audited statements of income for the fiscal year then ended (the “Audited Financial Statements”) and the unaudited consolidated balance sheets of the Business as of June 30, 2025 (the “Balance Sheet Date”), together with the related unaudited interim consolidated statements of income, stockholders’ equity and cash flows for the 6 months then ended (collectively, the “Seller Financial Statements”). The Seller Financial Statements have been prepared in accordance with GAAP and applied on a consistent basis throughout the period involved and. The financial books and records of Sellers have been maintained in accordance with customary business practices and, taken together, subject to Section 4.13(b), fairly and accurately reflect on a basis consistent with past periods and throughout the periods involved the financial position of Sellers. Sellers maintain a system of

internal accounting controls designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements, including that (y) transactions are executed in accordance with management's general or specific authorizations; and (z) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP. Seller has not received any advice or notification from any independent accountants that it has used any improper accounting practice that would have the effect of not reflecting or incorrectly reflecting in the books and records of Sellers any assets, Liabilities, revenues, expenses, equity accounts, or other accounts. There have been no instances of Fraud, whether or not material, that occurred during any period covered by the Financial Statements. Sellers have in place a revenue recognition policy consistent with GAAP.

(b) All accounts receivable are reflected properly on the Seller Financial Statements or to be reflected on the final Closing Statement and represent or will represent bona fide and valid obligations arising from sales actually made or services actually performed in the Ordinary Course of Business and no further goods are required to be provided and no further services are required to be rendered in order to complete the sales. Such notes and accounts receivable are or will be as of the Closing Date current and collectible net of the respective reserve shown in the corresponding line items on the Seller Financial Statements or on the accounting records of the Business as of the Closing Date (which reserves are adequate and calculated consistent with GAAP and reasonable provision has been made for collection of losses (including known bankruptcies and insolvencies) and contractual discounts). Subject to such reserves, each of such notes and accounts receivable either has been or will be collected in full, without any setoff. There is no contest, claim, defense or right of set-off under any Contract with any obligor of any accounts receivable related to the amount or validity of such accounts receivable, and, to the Knowledge of Sellers, no bankruptcy, insolvency or similar actions have been commenced by or against any such obligor.

(c) Gigapower Breach and Termination Adjustments. Notwithstanding anything to the contrary herein, Buyers acknowledge and agree that the Gigapower Breach and Termination Adjustments have not yet been made and are expected to materially change the historical financial results of the Sellers and the Audited Financial Statements, and any such change or related adjustments or reconciliations and the effect that they may have on the Acquired Assets, shall not constitute a breach of any representation or covenant or any other provision in this Agreement.

4.14 Tax Matters. Except as set forth on Schedule 4.14 to the Disclosure Schedules, (a) all Tax returns required to be filed by Sellers with respect to the Acquired Assets, the Assumed Liabilities, or the Business have been duly and timely filed, and all such filed Tax returns were true, correct and complete in all respects; (b) all Taxes owed by Sellers with respect to the Acquired Assets and the Business (whether or not shown on any Tax return) have been paid; and (c) there is no audit, dispute, claim, or controversy concerning any Tax Liability or Tax return of Sellers with respect to the Acquired Assets, the Assumed Liabilities, or the Business. Sellers have not knowingly waived any statute of limitations in respect of an assessment or payment of Taxes with respect to the Acquired Assets, the Assumed Liabilities, or the Business or agreed to any extension of time with respect to any Tax assessment or deficiency on the Acquired Assets or the Business that to the Sellers' Knowledge remain unresolved and that could result in a Lien on the Acquired Assets or the imposition of any Liability for Taxes on Buyer. There are no Liens for Taxes on any

of the Acquired Assets. Sellers have collected or withheld all material Taxes required to have been collected or withheld, and such Taxes have been or will be duly paid to the proper Governmental Entity, and, to Sellers' Knowledge, Sellers have complied in all material respects with all Laws relating to withholding, including any reporting and record-keeping requirements, to the extent failure to properly so comply could result in a Lien on the Acquired Assets or the imposition of any Liability for Taxes on Buyer. None of the Acquired Assets is (i) an equity interest in any person (or treated as any equity interest in any person for Tax purposes), (ii) tax-exempt use property or tax-exempt bond financed property within the meaning of Section 168 of the Code, or (iii) subject to a lease, safe harbor lease or other arrangement as a result of which a Seller is not treated as the owner of such Acquired Asset for U.S. federal income Tax purposes. No Tax sharing agreement is currently in effect with respect to the Acquired Assets, the Assumed Liabilities, or the Business that would bind, obligate or restrict the Buyer or any of its Affiliates after the Closing Date.

4.15 Employee Benefits Matters.

(a) Schedule 4.15(a) of the Disclosure Schedules sets forth a correct and complete list of all material Benefit Plans as of the Agreement Date.

(b) To the Knowledge of Sellers, (i) each Benefit Plan has been maintained and administered in compliance with its terms and with applicable Law, including ERISA and the Code (to the extent applicable); (ii) each Benefit Plan intended to be "qualified" within the meaning of Section 401(a) of the Code has received a favorable determination letter from the IRS or is entitled to rely upon a favorable opinion issued by the Internal Revenue Service, and, to the Knowledge of Sellers, no events have occurred that would reasonably be expected to adversely affect the qualified status of any such Benefit Plan; (iii) no Seller or any ERISA Affiliate has in the past six (6) years (1) maintained, contributed to, or has or had any Liability with respect to any plan subject to Section 412 of the Code or Title IV of ERISA or (2) been obligated to contribute to or has any current or contingent Liability with respect to a "multiemployer plan" (as defined in Section 4001(a)(3) of ERISA) that is subject to ERISA; (iv) no Benefit Plan provides benefits, including death or medical benefits (whether or not insured), with respect to current or former employees of Sellers beyond their retirement or other termination of employment, other than coverage mandated by applicable Law, severance benefits that do not exceed three (3) years following termination of employment, or group life and disability insurance policies made available to employees generally; and (v) there are no pending, or to the Knowledge of Sellers, threatened claims (other than routine claims for benefits) by, on behalf of or against any of the Benefit Plans or any trusts related thereto which would, individually or in the aggregate, reasonably be expected to result in any Liability of Sellers.

4.16 Absence of Changes. Since the Balance Sheet Date to the date hereof (i) there has not been any Seller Material Adverse Effect and (ii) except for the activities undertaken in (x) connection with the transactions contemplated by this Agreement or (y) preparation of the Chapter 11 Cases and actions related thereto, each Seller has operated in all material respects in the Ordinary Course Of Business, and there have not been any changes prohibited by Section 6.1 of this Agreement.

4.17 Exclusive Representations and Warranties. Except for the representations and warranties contained in this ARTICLE 4 (as modified by the Disclosure Schedules), none of Sellers, nor any of their respective Representatives, makes or has made any other express or implied representation or warranty on behalf of Seller. Except for the representations and warranties contained in this ARTICLE 4 (as modified by the Disclosure Schedules), Sellers are selling the Acquired Assets “as is-where is” and disclaim all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Buyer or its Affiliates or Representatives (including any opinion, information, projection, or advice that may have been or may be provided to Buyer by any Representative of Seller). The disclosure of any matter or item in any schedule hereto will not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter would result in a Seller Material Adverse Effect.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Sellers, as of the Agreement Date, and as of the Closing, except as set forth on the Disclosure Schedules, as follows:

5.1 Organization. Buyer is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization. Buyer has all necessary corporate power and authority to own and operate its properties, to lease the property it operates under lease and to conduct its business.

5.2 Due Authorization, Execution and Delivery; Enforceability. Buyer has all requisite corporate power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is (or will become at Closing) a party and to perform its obligations hereunder and thereunder. The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is (or will become at Closing) a party and the consummation of the Transactions have been duly and validly authorized by all requisite corporate action on the part of Buyer and no other corporate action on the part of Buyer is necessary to authorize this Agreement and such other Transaction Documents and to consummate the Transactions (subject, in the case of the obligation to consummate the Transactions, to the entry of the Sale Order). This Agreement and the other Transaction Documents to which Buyer is (or will become at Closing) party have been (or will be) duly and validly executed and delivered by Buyer and (assuming the due authorization, execution and delivery by all parties hereto and thereto, other than Buyer) constitute (or will constitute) valid and binding obligations of Buyer enforceable against Buyer in accordance with their terms (subject to the entry of the Sale Order), in each case except as enforceability may be limited by applicable bankruptcy, insolvency or similar Laws affecting the enforcement of creditors’ rights generally or by equitable principles relating to enforceability.

5.3 Governmental Approvals. No notice to, consent, approval or authorization of or designation, declaration or filing with any Governmental Entity is required by Buyer with respect to Buyer’s execution and delivery of any Transaction Document to which it is (or will become at Closing) a party or the consummation of the Transactions, except (a) the Sale Order having been entered by the Bankruptcy Court and (b) any consent, approval or authorization of or designation,

declaration or filing with any Governmental Entity the failure of which to be made or obtained would not, individually or in the aggregate, be reasonably expected to result in a Buyer Material Adverse Effect.

5.4 No Conflicts. The execution, delivery and performance by Buyer of any Transaction Document to which Buyer is (or will become at Closing) a party and the consummation of the Transactions, does not and will not (a) conflict with or result in any breach of any provision of its certificate of incorporation or bylaws or comparable governing documents or (b) result in a violation of any Law or Order applicable to it, except, in the case of clause (b), as would not, individually or in the aggregate, result in a Buyer Material Adverse Effect.

5.5 Sufficiency of Funds. Buyer has, or at Closing will have, sufficient cash on hand to enable it to make timely payment of the cash portion of the Purchase Price and consummate the Transactions.

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

5.7 Exclusive Representations and Warranties. Except for the representations and warranties contained in this ARTICLE 5 (as modified by the Disclosure Schedules), none of Buyer, its Affiliates, nor any of their respective Representatives, makes or has made any other representation or warranty on behalf of Buyer. Except for the representations and warranties contained in this ARTICLE 5 (as modified by the Disclosure Schedules), Buyer disclaims all liability and responsibility for any representation, warranty, projection, forecast, statement, or information made, communicated, or furnished (orally or in writing) to Sellers or their Representatives (including any opinion, information, projection, or advice that may have been or may be provided to Sellers by any Representative of Buyer or any of their respective Affiliates). The disclosure of any matter or item in any schedule hereto will not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter would result in a Buyer Material Adverse Effect.

5.8 No Outside Reliance. Buyer represents that it is a sophisticated party with access to outside advisors and has formed its own opinion as to the value of Seller's Assets being purchased hereunder. The Parties agree that Seller's warranties and representations include only the express written warranties and representations that are contained in this Asset Purchase Agreement and Buyer has not relied, and will not assert any liability or breach arising from any other warranties, guarantees, statements, representations or information pertaining in any way to the Acquired Assets made or furnished by Sellers, or any officer, director, employee, advisor or agent of Sellers. BUYER FURTHER ACKNOWLEDGES THAT SHOULD THE CLOSING OCCUR, BUYER WILL ACQUIRE THE ACQUIRED ASSETS AND ASSUME THE ASSUMED LIABILITIES IN AN "AS IS" CONDITION AND ON A "WHERE IS" BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING ANY WITH RESPECT TO ENVIRONMENTAL, HEALTH OR SAFETY MATTERS) EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT.

ARTICLE 6 COVENANTS OF THE PARTIES

6.1 Conduct of Business Pending the Closing. During the period from the date of this Agreement and continuing until the earlier of (i) the termination of this Agreement in accordance with its terms and (ii) the Closing (the “Interim Period”), except as may be required by Order of the Bankruptcy Court (provided that Sellers have not directly or indirectly petitioned, sought, requested or moved for such order of the Bankruptcy Court or authorized, supported or directed any other Person to petition, seek, request or move for such Order of the Bankruptcy Court) and applicable Law, Sellers shall carry on the Business in the Ordinary Course of Business, except to the extent otherwise agreed in writing by the Buyer, and shall use commercially reasonable efforts to preserve intact the Business, to keep available the services of the Employees, and to maintain their relations and goodwill with their vendors, suppliers, customers, distributors, and any others with whom or with which they have business relationships. Notwithstanding the first sentence of this Section 6.1, during the Interim Period Sellers shall not, without the prior written consent of Buyer:

(a) other than in the Ordinary Course of Business, enter into, modify, amend, terminate, reject, waive any material rights or obligations under or otherwise seek to reject any Assumed Contract or Assumed Lease or take or omit to take any action that would result (with notice or lapse of time or both) in a default under any Assumed Contract or Assumed Lease or results in, or gives rise to a right with respect to, the termination of any Assumed Contract or Assumed Lease;

(b) sell, transfer, convey, assign, lease, or otherwise dispose of any of the Acquired Assets;

(c) mortgage, pledge or subject to Liens (other than Permitted Liens) the Acquired Assets;

(d) enter into any agreement or commitment or engage in any transaction relating to the Business which is not in the Ordinary Course of Business;

(e) institute, settle, compromise or agree to waive or release any claims or rights included in or related to the Acquired Assets with a value individually or in the aggregate in excess of \$100,000;

(f) engage any new Employee, contractor or consultant of the Sellers other than in the Ordinary Course of Business, or terminate any Employee, contractor or consultant other than in the Ordinary Course of Business or for cause;

(g) other than in the Ordinary Course of Business or as otherwise approved by the Bankruptcy Court (including pursuant to the Incentive Plan), increase the benefits of or compensation payable to (whether in the form of salary, bonus, or otherwise) any Employee, contractor or consultant of any Seller, or grant any bonus, benefit, payment (contingent or otherwise) or other direct or indirect compensation to any Employee, contractor or consultant of any Seller;

- (h) in-license intellectual property rights from any Person;
- (i) take any action or fail to take any action required by this Agreement with the knowledge that such action or omission would result in any of the representations and warranties of Sellers in this Agreement becoming untrue in any respect;
- (j) enter into any Contract providing for capital expenditures with respect to the Business in an amount to be paid after the Closing of more than \$150,000, individually, or \$250,000, in the aggregate;
- (k) make, change or revoke any Tax election or allow any Tax election previously made to expire, file any amended Tax Return, adopt or change any Tax accounting method or Tax accounting period, enter into, cancel or modify any agreement with a Taxing Authority, settle or compromise any Tax claim or assessment, surrender any right to claim a refund of Taxes, or consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment, in each case in connection with or relating to the Acquired Assets, the Assumed Liabilities, or the Business; and/or
- (l) authorize, commit, agree to or enter into any Contract to do any of the foregoing.

Nothing contained in this Agreement is intended to give Buyer or its Affiliates, directly or indirectly, the right to control or direct the business of Sellers prior to the Closing.

6.2 Access. Subject to applicable Law, during the Interim Period, Sellers (a) shall give Buyer and its Representatives reasonable access during normal business hours to the offices, properties, officers, employees, accountants, auditors, counsel and other representatives, data, books and records of Sellers to the extent relating to the Business, as Buyer reasonably deems necessary in connection with effectuating the transactions contemplated by this Agreement, (b) shall furnish to Buyer and its Representatives such financial, operating and property data to the extent relating to the Business and other information as Buyer and its Representatives reasonably request and (c) shall cooperate reasonably with Buyer in its investigation of the Business, including access to facilities or other Acquired Assets and communication with customers and vendors as the case may be. It is acknowledged and understood that no investigation by Buyer or other information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty or other agreement given or made by Sellers hereunder. Buyer agrees that any on-site inspections of any of Acquired Assets shall be conducted in the presence of Sellers or their Representatives. All inspections shall be conducted so as not to interfere unreasonably with the use of any of the Acquired Assets by Sellers, or operation of the Business, and shall not violate any applicable Law or confidentiality obligations of any Seller; provided that the Parties shall reasonably cooperate in seeking to find a way to allow disclosure of such information to the extent doing so would not (in the good faith belief of Sellers after consultation with outside counsel) reasonably be likely to cause such violation to occur or such privilege to be undermined with respect to such information.

6.3 Public Announcements. Buyer and Sellers will consult with each other before issuing, and provide each other the opportunity to review and comment upon, any press release or

public announcement of this Agreement and the Transactions, but neither Buyer nor Sellers shall issue any press release without the prior written approval of the other Party, in each case except as may be required by Law, court process or by obligations pursuant to any listing agreement with any national securities exchange and/or as required by any rules and/or regulations of the Securities and Exchange Commission, in which case the non-disclosing party will have the right to review and comment on such release, announcement or communication prior to publication; provided, that any such press release or public announcement shall not identify the Company's direct or indirect equity holders without the consent of such equity holders in their individual sole discretion.

6.4 Tax Matters.

(a) All Transfer Taxes arising out of the transfer of the Acquired Assets pursuant to this Agreement and which constitute Assumed Liabilities shall be borne by Buyer. Sellers and Buyer shall cooperate to timely prepare and file any Tax Returns relating to such Transfer Taxes, including any Claim for exemption or exclusion from the application or imposition of any Transfer Taxes. Buyer or Sellers, as applicable, shall file all necessary documentation and returns with respect to such Transfer Taxes when due, and shall promptly, following the filing thereof, furnish a copy of such return or other filing and a copy of a receipt showing payment of any such Transfer Tax to the other Parties hereto. The non-filing party shall promptly reimburse the filing party such that Transfer Taxes are borne by each Party in accordance with this Section 6.4(a).

(b) Each of Buyer, on the one hand, and Sellers, on the other hand, shall use commercially reasonable efforts to cooperate, as and to the extent reasonably requested, in connection with the preparation and filing of Tax Returns and any audit, litigation or other proceeding with respect to Taxes and shall furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information and assistance relating to the Acquired Assets and the Business as is reasonably necessary for filing of all Tax Returns, including any Claim for exemption or exclusion from the application or imposition of any Taxes, the preparation for any audit by any Tax Authority and the prosecution or defense of any Proceeding relating to any Tax Return.

(c) All real and personal property Taxes, assessments, and similar governmental charges levied with respect to the Acquired Assets for a Straddle Tax Period shall be apportioned between the Pre-Closing Tax period and the Post-Closing Tax period as of the Closing Date on a per diem basis. Thereafter, Sellers shall notify Buyer upon receipt of any bill for real or personal property Taxes or similar charges relating to the Acquired Assets, part or all of which are attributable to any post-Closing Tax period, and shall promptly deliver such Tax bill to Buyer, who shall pay the post-Closing portion of same to the appropriate Governmental Authority; provided that if such bill covers the pre-Closing period, Sellers shall also remit to Buyer, prior to the due date of such Tax bill, payment for the proportionate amount of such bill that is attributable to the pre-Closing period. If either Sellers or Buyer shall make a payment which such Party is entitled to have made by the other Party under this Section, such other Party shall promptly make reimbursement but in no event later than fifteen (15) Business Days after the presentation of a statement setting forth the amount of reimbursement to which the presenting Party is entitled along with such supporting evidence as is reasonably necessary to calculate the amount of

reimbursement. Any payment required under this Section shall bear interest at the rate per annum determined, from time to time, under the provisions of Section 6621(a)(2) of the Code for each day until paid.

6.5 Commercially Reasonable Efforts. Subject to the terms and conditions of this Agreement, each Party shall use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable under applicable Law to consummate and make effective the Transactions. Without limiting the generality of the foregoing, the Parties will use their respective commercially reasonable efforts to (i) take all actions necessary to transfer the Acquired Assets, (ii) take all actions necessary to cause all conditions set forth in ARTICLE 7 to be satisfied as soon as practicable, (iii) lift or rescind any existing Order preventing, prohibiting or delaying the consummation of the Transactions, (iv) effect all necessary registration, applications, notices and other filings required by applicable Law, including, as applicable to Sellers, under the Bankruptcy Code, (v) obtain any third party consents necessary to consummate the Transactions, including all necessary Governmental Authorizations, and (vi) execute and deliver any additional instruments necessary to fully carry out the purposes of this Agreement. Buyer shall not and shall cause its Subsidiaries and Affiliates not to, take any action that would reasonably be expected to prevent or materially delay the approval of any Governmental Entity of any of the filings referred to in this Section 6.5.

6.6 Further Assurances. Without further consideration, from and after the Closing, the Parties agree to, at the requested Party's sole cost and expense, (a) furnish upon request to each other such further information, (b) execute, acknowledge and deliver to each other such other documents and (c) do such other acts and things, all as the other Party may reasonably request for the purpose of carrying out the intent of this Agreement and the Transaction Documents; provided that nothing in this Section 6.6 or this Agreement shall prohibit Seller from ceasing operations or winding up their affairs following the transfer of all Acquired Assets to Buyer.

6.7 Bankruptcy Court Matters.

(a) Buyer and Sellers acknowledge that this Agreement and the Transactions contemplated herein are subject to the Bidding Procedures and approval by the Bankruptcy Court and, as applicable, entry of the Bidding Procedures Order and Sale Order. In the event of any discrepancy between this Agreement and the Bidding Procedures Order and the Sale Order, the Bidding Procedures Order and Sale Order shall govern.

(b) Sellers shall conduct any Auction process in accordance with the Bidding Procedures and shall not amend, waive, modify or supplement the Bidding Procedures in any material respect except as provided in the Bidding Procedures Order or any other Order of the Bankruptcy Court.

(c) Subject to Sellers' obligations to comply with any order of the Bankruptcy Court, Sellers and Buyer will promptly make all filings, take all actions and use commercially reasonable efforts to obtain any and all other approvals and orders necessary or appropriate for consummation of the Transactions. Sellers shall promptly provide Buyer with drafts of all documents, motions, orders, filings or pleadings that Sellers propose to file with the Bankruptcy

Court which relate to this Agreement or the Transactions and will provide Buyer with reasonable opportunity to review such filings. Sellers will also promptly provide Buyer with written notice and copies of any other or further notice of appeal, motion, or application filed in connection with any appeal from or application for reconsideration of, any of such orders and any related briefs.

(d) From and after the date hereof, Sellers shall not take any action that is intended to result in, or fail to take any action the intent of which failure to act would result in, the reversal, voiding, or staying of the Bidding Procedures Order or, if Buyer is the Successful Bidder at the Auction, the Sale Order. Buyer has not colluded in connection with its offer or negotiation of this Agreement. From and after the date hereof, Buyer shall not take any action that is intended to result in, or fail to take any action the intent of which failure to act would result in, the reversal, voiding, modification or staying of the Bidding Procedures Order, or if Buyer is the Successful Bidder at the Auction, the Sale Order or consummation of the Transactions.

(e) Buyer agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of demonstrating that Buyer is a “good faith” purchaser under section 363(m) of the Bankruptcy Code; provided, however, in no event shall Buyer or Sellers be required to agree to any amendment of this Agreement.

(f) Sellers further covenant and agree that, after the entry of the Sale Order, the terms of any reorganization or liquidation plan Sellers submit to the Bankruptcy Court, or any other court for confirmation or sanction, shall not be intended to (or reasonably likely to) supersede, abrogate, nullify or restrict the terms of this Agreement then in effect in any material respect, or prevent the consummation or performance of the Transactions to which the parties remain bound.

(g) If an Auction is conducted, and Buyer is not the Successful Bidder for the Acquired Assets, Buyer shall, in accordance with and subject to the Bidding Procedures, be required to serve as the back-up bidder if Buyer is the next highest or otherwise best bidder for the Acquired Assets at the Auction (the party that is the next highest or otherwise best bidder at the Auction after the Successful Bidder, the “Back-Up Bidder”) and, if Buyer is the Back-Up Bidder, Buyer shall be required to keep its bid to consummate the Transactions on the terms and conditions set forth in this Agreement (as the same may be improved upon by Buyer in the Auction or otherwise) open and irrevocable until the first to occur of the Outside Date or the date this Agreement is otherwise terminated pursuant to ARTICLE 8. Following the Auction, if the Successful Bidder fails to consummate the Transactions as a result of a breach or failure to perform on the part of such Successful Bidder, then Buyer, if Buyer is the Back-Up Bidder, will be deemed to have the new prevailing bid, and Sellers may seek to consummate the Transactions on the terms and conditions set forth in this Agreement (as the same may be improved upon by Buyer in the Auction or otherwise) with the Back-Up Bidder.

6.8 Cure Costs. Subject to Section 2.5, Sellers shall sell, transfer and assign, all Assumed Contracts and Assumed Leases to Buyer, and Buyer shall purchase and assume all Assumed Contracts and Assumed Leases from Sellers, as of the Closing Date pursuant to Sections 363 and 365 of the Bankruptcy Code and the Sale Order. In connection with debts incurred or the

assignment and assumption of the Assumed Contracts and Assumed Leases, Buyer shall cure any monetary defaults of the debts incurred or under the Assumed Contracts and Assumed Leases by payment of any Cure Costs as determined in accordance with the Bidding Procedures Order and Sale Order.

6.9 Preservation of Books and Records. For a period of three (3) years after the Closing Date, Buyer shall provide to Sellers and their respective Representatives (after reasonable notice and during normal business hours and without undue interference to the business operations of Buyer) reasonable access to, including the right to make copies of, all books and records included in and otherwise related to the Acquired Assets, solely for purposes relating to the Chapter 11 Cases, the wind-down of the operations of each Seller, actions to which any Seller is a party (other than in connection with any action or dispute with Buyer), insurance claims, Tax payments, returns or audits, or the functions of any trusts established under a Chapter 11 plan of Sellers or any successors of Sellers, for periods prior to the Closing and shall preserve such books and records until the later of (i) such period as shall be consistent with Buyer's records retention policy in effect from time to time, (ii) the retention period required by applicable Law, (iii) the conclusion of all bankruptcy proceedings relating to the Chapter 11 Cases, or (iv) such three (3) year period. Such access shall include access to any information in electronic form to the extent reasonably available. Buyer acknowledges that Sellers have the right to retain originals or copies of all of books and records for periods prior to the Closing.

6.10 Notification of Certain Matters. To the extent permitted by applicable Law, Sellers and Buyer will give prompt written notice to the other Parties of (a) the existence of any fact or circumstance, or the occurrence of any event, of which it has Knowledge that would reasonably be likely to cause a condition to a Party's obligations to consummate the Transactions set forth in ARTICLE 7 not to be satisfied as of any date, including the breach of any representation, warranty, or covenant in this Agreement, (b) any notice or other communication from any Person asserting that the consent of such Person which is or may be required in connection with the Transactions is not likely to be obtained prior to Closing or any written objection or proceeding challenging the Transactions or the entry of the approval by the Bankruptcy Court, or (c) the receipt of any notice or other communication from any Governmental Entity in connection with the Transactions contemplated by this Agreement; provided, however, that the delivery of any such notice pursuant to this Section 6.10 shall not be deemed to amend or supplement this Agreement and the failure to deliver any such notice shall not constitute a waiver of any right or condition to the consummation of the transactions contemplated hereby by any Party.

6.11 Confidentiality. The Parties hereby acknowledge and agree that the Confidentiality Agreement is enforceable in accordance with its terms, it being understood and agreed, however, that Buyer's obligations thereunder related to Confidential Information (as defined therein) that constitutes an Acquired Asset or Assumed Liability shall terminate automatically effective as of the Closing.

6.12 Employees.

(a) No later than fifteen (15) days prior to the Closing Date, Buyer shall provide Sellers with a list of Employees Buyer wishes to extend offers of employment to, and no later than five (5) Business Days prior to Closing, Buyer shall or shall cause its designated Affiliate or

Affiliates, to extend offers of employment to such Employees who have not been terminated or otherwise left the employ of the Sellers or the Acquired Entity prior to the Closing Date (“Offer Employees”). Sellers will make available to Buyer a correct and complete list of all current Employees as of ten (10) days prior to the Closing Date and shall use reasonable efforts to inform all Offer Employees, in a manner reasonably acceptable to Buyer, of Buyer’s intention to extend offers of employment on the terms set forth this Section 6.12 and contingent upon the Closing of the sale to Buyer. Each Employee who accepts such offer and remains employed by the Seller or an Acquired Entity through the Closing Date shall be deemed a “Transferred Employee”.

(b) Any such offer of employment will be effective as of the Closing Date and contingent upon the Closing, and with respect to each of the Offer Employees who is then employed by Sellers, and Buyer shall make commercially reasonable efforts to keep such employment at the same location, and at a base wage or hourly rate, and employee benefits which are substantially comparable in the aggregate to similarly-situated employees of the Buyer.

(c) To the extent permitted by Law, Sellers shall deliver a notice, which, at the option of Buyer, may be a joint notice by Buyer and Sellers, to each of the Transferred Employees in a form reasonably satisfactory to Buyer (i) informing such Transferred Employees about the sale of the Acquired Assets to Buyer, and (ii) terminating their employment with Sellers effective immediately after the end of the day on which the Closing occurs. Sellers shall permit Buyer to concurrently send a notice to each of the Transferred Employees in a form reasonably satisfactory to Sellers describing their offer of employment by Buyer, if any, and providing contact information for any questions.

(d) Buyer shall reasonably evaluate each Transferred Employee who is a member of the Seller’s senior leadership team (or such senior leader’s direct report) for participation in a management equity incentive pool to such key Transferred Employees as determined by Buyer in its sole discretion.

(e) Seller shall cause all Transferred Employees to be fully vested their accrued benefits provided under any Benefit Plan intended to be qualified under Code Section 401(a) effective as of Closing.

(f) Seller or the Acquired Entity shall pay out all vacation and similar paid time off accrued by the Transferred Employees through the Closing Date.

(g) Sellers shall be solely responsible for any and all obligations and liabilities under Section 4980B of the Code with respect to “M&A qualified beneficiaries” as defined in Tres. Reg. § 54.4980B-9.

(h) No provision of this Section 6.12 shall be deemed to (i) guarantee employment for any period of time for, or preclude the ability of Buyer to terminate, any Transferred Employee, other employee or other service provider for any reason, (ii) confer upon any Person (including any current or former director, officer or employee of, or consultant or independent contractor to, Buyer or any of its Subsidiaries) any third party beneficiary or other rights or remedies, or (iii) constitute an amendment to any Benefit Plan or any other employee benefit plan, program, policy, contract or arrangement of Buyer or Sellers.

6.13 Covenant Not to Sue. Neither the Buyer, nor any Person claiming by, through or on behalf of the Buyer (including by operation of law, sale, assignment, conveyance or otherwise) shall pursue, prosecute, litigate, institute or commence an action based on, assert, sell, convey, assign or file any claim that relates to the Acquired Claims; provided, however, that nothing herein shall be deemed to limit the Buyer's ability to assert any of the Acquired Claims defensively.

6.14 Collection of Accounts Receivable. As of the Closing Date, Sellers hereby (a) authorize Buyer to open any and all mail addressed to Sellers and delivered to the Leased Premises; and (b) appoint Buyer as their attorney-in-fact to endorse, cash and deposit any monies, checks or negotiable instruments which constitute Acquired Assets which are made payable or endorsed to any Seller or any Seller's order, for Buyer's own account. Buyer agrees to forward to Sellers any mail, cash, checks, negotiable instruments or other matters that relate to the Excluded Assets or the Excluded Liabilities that Buyer receives after the Closing Date.

6.15 Use of Name and Marks. As of the Closing Date, neither Sellers nor any of their Affiliates shall use, license or authorize any third party to use any name, slogan, logo or trademark in such a manner which is likely to cause confusion or mistake with the names, trademarks, or service marks included in the Transferred Intellectual Property.

6.16 No Successor Liability. Except as otherwise expressly ordered by the Bankruptcy Court, the Parties intend that, to the fullest extent permitted by Law, including under section 363 of the Bankruptcy Code, upon the Closing, Buyer shall not and shall not be deemed to: (a) be a successor (or other such similarly situated party) to Sellers, including a "successor employer" for purposes of the Code, ERISA, or other applicable Laws; (b) have any responsibility or Liability for any obligations of any Seller, except as otherwise provided in this Agreement, based on any theory of successor liability or any similar theory; (c) have, de facto or otherwise, merged with or into any Seller; (d) be an alter ego or mere continuation or substantial continuation of any Seller (and there is no continuity of enterprise between Buyer and any Seller), including, within the meaning of any foreign, federal, state or local revenue, pension, ERISA, COBRA, Tax, labor, employment, environmental, products liability, or other Law, rule, regulation, or doctrine; or (e) be holding itself out to the public as a continuation of any Seller or its estate. The Buyer acknowledges and agrees that this Section 6.16 shall not in any way be deemed to modify or contract the Buyer's obligations with respect to Assumed Liabilities.

6.17 Tilson Holdings, LLC. Buyer shall cooperate with Sellers to cause any beneficiary of a seller guaranty of the obligations of Tilson Holdings, LLC to release Sellers from any obligations that arise under such guaranty after the Closing, including, if required by such beneficiary, by providing a Buyer guaranty of any obligations of Tilson Holdings, LLC that arise after the Closing. Buyer shall defend, indemnify and hold harmless Sellers from any Losses asserted to be due under any Seller guaranty of the obligations of Tilson Holdings, LLC to the extent, and only to the extent such obligations arise after the Closing.

6.18 Communication with Key Relationships. From the date hereof and through the Closing Date, upon reasonable advance notice, Sellers shall permit Buyer, its Affiliates and their respective Representatives to discuss, and shall, if requested by Buyer, assist Buyer, its Affiliates and their respective Representatives (including by making introductions) in any discussions of the Business with key suppliers, contract manufacturing organizations, customers, wholesalers,

service providers and others having key business relationships with the Business; provided, that Sellers and their Representatives shall have the right, upon reasonable request, to participate in any such discussions. Sellers shall, and shall cause their Affiliates and their respective Representatives to, refrain from communicating with such Persons regarding this Agreement, the Transactions or post-Closing plans or operations of Buyer with respect to the Business, without the prior written consent of Buyer. For clarity, the foregoing shall not restrict Sellers from communicating with such Persons in the Ordinary Course of Business.

ARTICLE 7 CONDITIONS TO OBLIGATIONS OF THE PARTIES

7.1 Conditions Precedent to Obligations of Buyer. The obligation of Buyer to consummate the Transactions is subject to the satisfaction (or written waiver by Buyer in Buyer's sole discretion) at or prior to the Closing Date of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations and warranties of Sellers (i) set forth in Section 4.1 (Organization) and Section 4.2 (Due Authorization), Section 4.3 (No Conflicts; Required Consents), Section 4.4(a), 4.4(b) and 4.4(c) (Title to Acquired Assets) and Section 4.12 (Brokers Fees and Commissions) (collectively, the "Fundamental Representations") shall be true and correct in all respects as of the date when made and as of the Closing Date (other than in the case of Fundamental Representations that are made as of a specified date, which representations and warranties shall be true and correct in all respects as of such specified date), and (ii) set forth in ARTICLE 4 (other than those described in clause (i)) shall be true and correct (disregarding all qualifications or limitations as to "materiality" or "Seller Material Adverse Effect" and words of similar import set forth therein), as of the date when made and as of the Closing, as if made on the Closing Date (except for any such representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct as of such specific date), except where the failure of the representations and warranties to be true and correct, individually or in the aggregate, has not had and would not reasonably be expected to have a Seller Material Adverse Effect. For the avoidance of doubt, the failure to restate any financials as of the Agreement Date due to the Gigapower Breach and Termination Adjustments shall not constitute a breach of any representation or warranty under this Agreement.

(b) Performance of Obligations. Sellers shall have performed in all material respects all obligations and agreements contained in this Agreement required to be performed by them on or prior to the Closing Date, including all deliveries required under Section 3.1(b).

(c) Sale Order. The Bankruptcy Court shall have entered the Sale Order and no Order staying, reversing, such Sale Order shall be in effect on the Closing Date.

(d) No Business Change. No change after the Agreement Date shall have occurred or be threatened regarding the Business, the Acquired Assets or the Assumed Liabilities which could be reasonably likely to have a Seller Material Adverse Effect.

(e) Officer's Certificate. Buyer shall have received a certificate, dated the Closing Date, of a duly authorized executive officer of each Seller to the effect that the conditions specified in Section 7.1(a), and Section 7.1(b) above have been fulfilled.

(f) No Order. No court or other Governmental Entity has issued, enacted, entered, promulgated or enforced any Law or Order (that is final and non-appealable and that has not been vacated, withdrawn or overturned) restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement.

(g) Assignment of Contracts. Except as provided in Section 2.5, Sellers shall have assigned, or cause to be assigned, to Buyer or its designee(s) the Assumed Contracts set forth on Schedule 1.1(b), subject to Buyer's provision of adequate assurance of future performance as required under Section 365 of the Bankruptcy Code and, except for the express contractual rights of the counterparties to the Assumed Contracts, no Person (other than Buyer) will have any ownership or other interest in any Acquired Asset or otherwise with respect to the Business.

7.2 Conditions Precedent to the Obligations of Sellers. The obligation of Sellers to consummate the Transactions is subject to the satisfaction (or written waiver by Sellers) at or prior to the Closing Date of each of the following conditions:

(a) Accuracy of Representations and Warranties. The representations and warranties of Buyer (i) set forth in Section 5.1 (Organization) and Section 5.2 (Due Authorization), shall be true and correct in all material respects, and (ii) set forth in ARTICLE 5 (other than those described in clause (i)) shall be true and correct (disregarding all qualifications or limitations as to "materiality" or "Buyer Material Adverse Effect" and words of similar import set forth therein), except where the failure of such representations or warranties to be true and correct would not reasonably be expected to have a Buyer Material Adverse Effect, in the case of each of clauses (i) and (ii), as of the Agreement Date and at and as of the Closing as though made at and as of the Closing (in each case, except to the extent expressly made as of another date, in which case as of such date as if made at and as of such date).

(b) Performance of Obligations. Buyer shall have performed in all material respects all obligations and agreements contained in this Agreement required to be performed by it on or prior to the Closing Date, including all deliveries required under Section 3.1(c).

(c) Sale Order. The Bankruptcy Court shall have entered the Sale Order, and no Order staying, reversing, modifying or amending such Sale Order shall be in effect on the Closing Date.

(d) Officer's Certificate. Sellers shall have received a certificate, dated the Closing Date, of a duly authorized executive officer of Buyer to the effect that the conditions specified in Section 7.2(a) and Section 7.2(b) above have been fulfilled.

(e) No Order. No court or other Governmental Entity has issued, enacted, entered, promulgated or enforced any Law or Order (that is final and non-appealable and that has not been vacated, withdrawn or overturned) restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement.

7.3 Frustration of Conditions Precedent. Neither Buyer nor Sellers may rely on the failure of any condition set forth in this ARTICLE 7 to be satisfied if such failure was caused by such Party's failure to use, as required by this Agreement, its reasonable best efforts to consummate the Transactions contemplated hereby.

ARTICLE 8 TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated and the Transactions abandoned at any time prior to the Closing:

- (a) by mutual written agreement of Sellers and Buyer;
- (b) by either Sellers or Buyer if there shall be any Law that makes consummation of the Transactions illegal or otherwise prohibited, or if any Order permanently restraining, prohibiting or enjoining Buyer or Sellers from consummating the Transactions is entered and such Order shall become final; provided, however, that no termination may be made by a Party under this Section 8.1(b) if the issuance of such Order was caused by the material breach of any representations, warranties, covenants or agreements contained in this Agreement by such Party;
- (c) by Buyer by giving written notice to each Seller if there has been a breach by any Seller of any representation, warranty, covenant, or agreement contained in this Agreement that would prevent the satisfaction of the conditions to the obligations of Buyer at Closing set forth in Section 7.1(a) and Section 7.1(b), and such breach has not been waived by Buyer, or, if such breach is curable, cured by such Seller prior to the earlier to occur of (A) twenty (20) days after receipt of Buyer's notice of such breach, and (B) the Outside Date; provided, that Buyer shall not have a right of termination pursuant to this Section 8.1(c) if Sellers could, at such time, terminate this Agreement pursuant to Section 8.1(i);
- (d) by Buyer, if at any time after entry of the Sale Order, the Sale Order is reversed, stayed for more than thirty (30) days, vacated or modified to the extent such modifications are reasonably expected to have a Seller Material Adverse Effect;
- (e) by Buyer, if the Bankruptcy Court enters a final, non-appealable order dismissing, or converting the Bankruptcy Case into a case under chapter 7 of the Bankruptcy Code, or appointing a trustee in the Bankruptcy Case or appointing a responsible officer or an examiner under Bankruptcy Code section 1106(b);
- (f) by Buyer, upon occurrence of any Seller Material Adverse Effect;
- (g) by Buyer if Buyer's offer as set forth in this Agreement remains open at the Auction and Buyer is neither the Successful Bidder at the Auction nor the Back-Up Bidder following the Auction;
- (h) by Buyer or Sellers if the Closing shall not have occurred on or before the Outside Date, provided, however that no termination may be made a Party under this Section 8.1(h)

if the failure to close on or before the Outside Date was caused by the material breach of any representations, warranties, covenants or agreements contained in this Agreement by such Party;

(i) by Sellers by giving written notice to Buyer if there has been a breach by Buyer of any representation, warranty, covenant, or agreement contained in this Agreement that would prevent the satisfaction of the conditions to the obligations of Sellers at Closing set forth in Section 7.2(a) and Section 7.2(b), and such breach has not been waived by Sellers, or, if such breach is curable, cured by such Buyer prior to the earlier to occur of (A) twenty (20) days after receipt of Sellers' notice of such breach, and (B) the Outside Date; provided, that Sellers shall not have a right of termination pursuant to this Section 8.1(i) if Buyers could, at such time, terminate this Agreement pursuant to Section 8.1(c);

Each condition set forth in this Section 8.1 pursuant to which this Agreement may be terminated shall be considered separate and distinct from each other such condition. If more than one of the termination conditions set forth in this Section 8.1 is applicable, the applicable Party shall have the right to choose the termination condition pursuant to which this Agreement is to be terminated.

8.2 Consequences of Termination. In the event of any termination of this Agreement by either or both of Buyer and Sellers pursuant to Section 8.1, written Notice thereof shall be given by the terminating Party to the other Parties hereto, specifying the provision hereof pursuant to which such termination is made, this Agreement shall thereupon terminate and become void and of no further force and effect (other than Section 6.3 (*Public Announcements*), Section 6.7(g) (*Bankruptcy Court Matters*), this Section 8.2 (*Consequences of Termination*) and ARTICLE 9 (*Miscellaneous*) and to the extent applicable in respect of such Sections and Article, ARTICLE 1 (*Definitions*)), and the Transactions shall be abandoned without further action or Liability of any of the Parties hereto, except that such termination shall not relieve any Party of any Liability for Fraud or breach of this Agreement prior to such termination; provided that (i) in the event that this Agreement is terminated for any reason other than under Section 8.1(i), then the Deposit Amount shall be returned to the Buyer in accordance with Section 3.3(b)(iii); (ii) the sole and exclusive remedies of Buyer for any breach of this Agreement by Sellers shall be, if applicable, to terminate this Agreement pursuant to Section 8.1(c), and (iii) in no event shall Sellers be liable for monetary damages in connection with this Agreement and the Transactions except for release of the Deposit Amount from the Escrow Agent to the extent payable.

ARTICLE 9 MISCELLANEOUS

9.1 Expenses. Except as set forth in this Agreement, and whether or not the Transactions are consummated, each Party hereto shall bear all costs and expenses incurred or to be incurred by such Party in connection with this Agreement and the consummation of the Transactions.

9.2 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by Sellers without the prior written consent of Buyer, or by Buyer without the prior written consent of Sellers; provided that Buyer may, without the consent of any other party, assign this Agreement and its rights and obligations hereunder in whole or in part to any Affiliate; provided further, that Buyer shall remain jointly and severally liable with such Affiliate for Buyer's

obligations hereunder. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, including any liquidating trustee, responsible Person or similar representative for Sellers or Sellers' estate appointed in connection with the Chapter 11 Cases.

9.3 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of Sellers (and their estates), Buyer and their respective successors or permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement except as expressly set forth herein.

9.4 Notices. All notices, demands, requests, consents, approvals or other communications (collectively, "Notices") required or permitted to be given hereunder or that are given with respect to this Agreement shall be in writing and shall be personally served, delivered by a nationally recognized overnight delivery service with charges prepaid, or transmitted by hand delivery, or facsimile or electronic mail, addressed as set forth below, with written confirmation of receipt, or to such other address in the United States as such Party shall have specified most recently by written Notice. Notice shall be deemed given on the date of service or transmission if personally served or transmitted by facsimile or electronic mail with confirmation of receipt; provided that if delivered or transmitted on a day other than a Business Day or after 5:00 p.m. New York time, notice shall be deemed given on the next Business Day. Notice otherwise sent as provided herein shall be deemed given on the next Business Day following timely deposit of such Notice with an overnight delivery service, all charges prepaid:

If to any Seller:	Tilson Technology Management, Inc. 16 Middle Street Portland, ME 04101 Attention: Darrell Ingram Email: dingram@tilsontech.com
With copies to:	Lindsay Zahradka Milne, Esq. Verrill Dana LLP One Portland Square, Portland, ME 04101 Email: lmilne@verrill-law.com
If to Buyer:	ITG Communications, LLC 2400 East Commercial Blvd. Suite 1000 Fort Lauderdale, FL 33308 Attn: Mike Brooks, CEO and Joel Rivas, CFO jrivas@itgcomm.com
With copies to:	John Dodd, Esq Baker & McKenzie LLP 830 Brickell Plaza Suite 3100, Miami, FL 33131 John.Dodd@bakermckenzie.com

Rejection of or refusal to accept any Notice, or the inability to deliver any Notice because of changed address of which no Notice was given, shall be deemed to be receipt of the Notice as of the date of such rejection, refusal or inability to deliver.

9.5 Choice of Law. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement shall be construed and interpreted, and the rights of the Parties shall be determined, in accordance with the Laws of the State of New York, without giving effect to any provision thereof that would require or permit the application of the substantive laws of any other jurisdiction.

9.6 Entire Agreement; Amendments and Waivers. This Agreement, the Disclosure Schedules, the Exhibits hereto, the Sale Order, and all Transaction Documents and all certificates and instruments delivered pursuant hereto and thereto constitute the entire agreement among the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties. This Agreement may be amended, supplemented or modified, and any of the terms, covenants, representations, warranties or conditions may be waived, only by a written instrument executed by Buyer and Sellers, or in the case of a waiver, by the Party waiving compliance. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), and no such waiver shall constitute a continuing waiver unless otherwise expressly provided.

9.7 Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts to this Agreement may be executed via physical or electronic signature and delivered via facsimile, electronic mail, or other means of electronic transmission. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

9.8 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated only to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

9.9 Headings. The table of contents and the headings of the Articles and Sections herein are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

9.10 Exclusive Jurisdiction; Specific Performance.

(a) Subject to Section 9.10(b), without limiting any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any Claims or disputes which may arise or result

from, or be connected with, this Agreement, any breach or default hereunder, or the Transactions, and (ii) any and all Proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive Notices at such locations as indicated in Section 9.4. For the avoidance of doubt, this Section 9.10 shall not apply to any Claims that Buyer or its Affiliates may have against any third party following the Closing.

(b) In the event the Chapter 11 Cases of Sellers are closed or dismissed, the Parties hereby agree that all Claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Transactions, shall be heard and determined exclusively in any federal court sitting in the District of Delaware or, if that court does not have subject matter jurisdiction, in any state court located in Delaware (and, in each case, any appellate court thereof), and the Parties hereby consent to and submit to the jurisdiction and venue of such courts.

(c) Buyer acknowledges that Sellers would be damaged irreparably in the event that the terms of this Agreement are not performed by Buyer in accordance with its specific terms or otherwise breached or Buyer fails to consummate the Closing and that, in addition to any other remedy that Sellers may have under law or equity, Sellers shall be entitled to seek injunctive relief to prevent breaches of the terms of this Agreement and to seek to enforce specifically the terms and provisions hereof that are required to be performed by Buyer. Buyer further agrees that Sellers shall not be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 9.10, and irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.

9.11 WAIVER OF RIGHT TO TRIAL BY JURY. SELLERS AND BUYER HEREBY WAIVE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). FOR THE AVOIDANCE OF DOUBT, THIS SECTION 9.11 SHALL NOT APPLY TO ANY CLAIMS THAT BUYER OR ITS AFFILIATES MAY HAVE AGAINST ANY THIRD PARTY FOLLOWING THE CLOSING.

9.12 Survival. Except for the representations and warranties set forth in Section 4.17, each and every representation and warranty contained in this Agreement shall expire and be of no further force and effect as of the Closing. Each covenant and agreement contained in this Agreement (other than the covenants contained in this Agreement which by their terms are to be performed (in whole or in part) by the Parties following the Closing (each, a “Post-Closing Covenant”)) shall expire and be of no further force and effect as of the Closing. Each Post-Closing Covenant shall survive the Closing until the earlier of (a) performance of such Post-Closing Covenant in accordance with this Agreement or, (b) (i) if time for performance of such Post-Closing Covenant is specified in this Agreement, sixty (60) days following the expiration of the time period for such performance or (ii) if time for performance of such Post-Closing Covenant is not specified in this Agreement, sixty (60) days following the expiration of the applicable statute of limitations with respect to any claim for any failure to perform such Post-Closing Covenant;

provided that if a written notice of any claim with respect to any Post-Closing Covenant is given prior to the expiration thereof then such Post-Closing Covenant shall survive until, but only for purposes of, the resolution of such claim by final, non-appealable judgment or settlement.

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

9.14 Time of Essence. Time is of the essence of this Agreement.

9.15 Non-Recourse. No past, present or future director, manager, officer, employee, incorporator, member, partner or equity holder of Buyer or Sellers shall have any Liability for any Liabilities of Buyer or Sellers, respectively, under this Agreement or for any Claim based on, in respect of, or by reason of the Transactions. This Agreement may only be enforced against, and any Claim, action (including in the Chapter 11 Case), suit, Proceeding or investigation based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as parties to this Agreement.

9.16 Disclosure Schedules. Except as set forth in this Agreement, the inclusion of any information (including dollar amounts) in Disclosure Schedules shall not be deemed to be an admission or acknowledgment by any Party that such information is required to be listed on such section of the relevant schedule or is material to or outside the Ordinary Course of Business of any Person. The information contained in this Agreement, the exhibits hereto and the Disclosure Schedules is disclosed solely for purposes of this Agreement, and no information contained herein or therein shall be deemed to be an admission by any Party to any third party of any matter whatsoever (including any violation of any Law or breach of contract). Unless the context otherwise requires, all capitalized terms used in the Disclosure Schedules shall have the respective meanings assigned in this Agreement. The Disclosure Schedules set forth items of disclosure with specific reference to the particular Section or subsection of this Agreement to which the information in the Disclosure Schedules relates; provided, however, that any information set forth in one Schedule to the Disclosure Schedules will be deemed to apply to each other section or subsection thereof to which its relevance is reasonably apparent on its face. From the Agreement Date to three (3) Business Days prior to the Closing, Sellers have the continuing obligation to (a) promptly supplement, modify, or amend the information set forth on the Disclosure Schedules with respect to any matter hereafter arising or discovered after the Agreement Date which, if existing or known at the Agreement Date, would have been required to have been set forth on such Disclosure Schedules, and (b) if necessary or appropriate to correct any inaccuracy in a representation made by Sellers resulting from any matter hereafter arising or discovered after the Agreement Date, to promptly add a schedule to the Disclosure Schedules with a corresponding reference in this Agreement (such hereafter arising or discovered information, the “Updating Information”). Sellers shall provide Buyer written notice within two (2) Business Days of becoming aware of the need for any Updating Information.

9.17 Sellers’ Representative; Dealings Among Sellers. By its execution and delivery of this Agreement, each Seller hereby irrevocably constitutes and appoints TTMI as its true and lawful agent and attorney-in-fact (the “Sellers’ Representative”), with full power of substitution to act in such Seller’s name, place and stead with respect to all Transactions and all terms and

provisions of this Agreement, and to act on such Seller's behalf in any Proceeding, and to do or refrain from doing all such further acts and things, and execute all such documents as Sellers' Representative shall deem necessary or appropriate in connection with the Transactions. The appointment of Sellers' Representative shall be deemed coupled with an interest and shall be irrevocable, and Buyer, its Affiliates and any other Person may conclusively and absolutely rely, without inquiry, upon any action of Sellers' Representative on behalf of Sellers in all matters referred to herein or contemplated hereby including any direction regarding the amount of any payment to any Seller. Buyer shall have no obligation of any nature whatsoever for determining any allocation of any payments among Sellers. Without limiting the generality of the foregoing, absent specific direction by Sellers' Representative, Buyer shall be deemed to have fulfilled its obligations hereunder absolutely with respect to any amounts payable by it under or pursuant to this Agreement or the delivery of any instruments if Buyer shall pay any such amounts or deliver such instruments to Sellers' Representative. All Notices delivered by Buyer (whether prior to or following the Closing) to Sellers' Representative (whether pursuant hereto or otherwise) for the benefit of Sellers shall constitute valid and timely Notice to all of Sellers.

9.18 Mutual Drafting. This Agreement is the result of the joint efforts of Buyer and Sellers, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the Parties and there is to be no construction against any Party based on any presumption of that Party's involvement in the drafting thereof.

9.19 Fiduciary Obligations. Nothing in this Agreement, or any document related to the Transactions contemplated hereby, without limiting in any way Buyer's rights and remedies set forth in this Agreement, will require Sellers or any of its governing bodies, directors, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations.

9.20 No Right of Set-off. Except as otherwise provided herein, Buyer and its respective successors and permitted assigns hereby waives any rights of set-off, netting, offset, recoupment, or similar rights that Buyer or any of its successors and permitted assigns has or may have with respect to the payment of the Purchase Price or any other payments to be made by Buyer pursuant to this Agreement, any Transaction Documents, or any other document or instrument delivered by Buyer in connection herewith.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of Sellers and Buyer as of the date first above written.

BUYER:

ITG Communications, LLC

By: _____

Name: Michael Brooks

Title: Chief Executive Officer

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of Sellers and Buyer as of the date first above written.

SELLERS:

TILSON TECHNOLOGY MANAGEMENT, INC.,
a Maine corporation

By: _____
Name: Darrell Ingram
Title: Authorized Officer

TILSON MIDDLE STREET HOLDING, LLC,
a Maine limited liability company

By: _____
Name: Darrell Ingram
Title: Authorized Officer

EXHIBIT A-1

BILL OF SALE

THIS BILL OF SALE dated as of [Closing Date], by and among [BUYER], a [jurisdiction of organization] [type of entity] (“Buyer”), and Tilson Technology Management, Inc., a Maine corporation (“TTMI”), and Tilson Middle Street Holding, LLC, a Maine limited liability company (“TMSH”)(and together with TTMI, the “Sellers”).

WHEREAS, the parties hereto have entered into an Asset Purchase Agreement dated as of [Date of APA] (the “Purchase Agreement”) providing for the acquisition by Buyer of certain assets of Sellers, and the parties now desire to carry out such transaction by Sellers’ execution and delivery to Buyer of this instrument evidencing the vesting in Buyer of all of the assets and rights of Sellers hereinafter described. Capitalized terms used but not defined herein have the meanings given them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and of other valuable consideration to Sellers paid pursuant to the Purchase Agreement, at or before the execution and delivery hereof, the receipt and sufficiency of which by Sellers are hereby acknowledged, each Seller hereby conveys, grants, sells, transfers, sets over, assigns, remises, releases and delivers unto Buyer, its successors and assigns forever, effective as of 12:01 a.m. EDT on the date hereof (the “Effective Time”), all of such Seller’s right, title and interest in and to the Acquired Assets, free and clear of any Encumbrances, without representation or warranty, express or implied.

BUYER HEREBY ACKNOWLEDGES AND AGREES THAT SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ACQUIRED ASSETS OTHER THAN AS MAY BE SET FORTH IN THE PURCHASE AGREEMENT. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLERS HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE ACQUIRED ASSETS. BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE ACQUIRED ASSETS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE ACQUIRED ASSETS AS BUYER DEEMED NECESSARY OR APPROPRIATE AND THAT, IN PROCEEDING WITH ITS ACQUISITION OF THE ACQUIRED ASSETS, BUYER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, BUYER WILL ACCEPT THE ACQUIRED ASSETS AT THE CLOSING “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS.”

Sellers hereby covenant that, from time to time after the delivery of this instrument, at Buyer’s request and without further consideration, Sellers will do, execute, acknowledge, and deliver, or will cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, conveyances, transfers, assignments, powers of attorney and assurances as reasonably may be required, and in form and substance reasonably acceptable to Sellers, to effectively convey, transfer to and vest in Buyer, and to put Buyer in possession of, any of the Acquired Assets.

Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm or corporation other than Buyer and its successors and assigns, any remedy or claim under or by reason of this instrument or any terms, covenants or condition hereof, and all of the terms, covenants and conditions, promises and agreements in this instrument contained shall be for the sole and exclusive benefit of Buyer and its successors and assigns.

This instrument is executed by, and shall be binding upon, Sellers and their successors and assigns for the uses and purposes above set forth and referred to, effective as of the Effective Time.

This instrument shall be governed by, interpreted under, and construed and enforceable in accordance with, the Laws of the State of New York, without regard to its conflict of law principle provisions.

To the extent this Bill of Sale is inconsistent with any terms or conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

This instrument may be executed in counterpart signature pages, all of which when so executed and attached hereto shall constitute one and the same original.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale or caused this Bill of Sale to be executed on their behalf by a duly authorized officer as of the date first set forth above.

SELLERS:

TILSON TECHNOLOGY MANAGEMENT, INC.,
a Maine corporation

By: _____
Name: Darrell Ingram
Title: Authorized Officer

TILSON MIDDLE STREET HOLDING, LLC,
a Maine limited liability company

By: _____
Name: Darrell Ingram
Title: Authorized Officer

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale or caused this Bill of Sale to be executed on their behalf by a duly authorized officer as of the date first set forth above.

BUYER:

[BUYER]

By: _____

Name: [●]

Title: [●]

EXHIBIT A-2

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is entered into as of [Closing Date], by and among Tilson Technology Management, Inc., a Maine corporation, Tilson Middle Street Holding, LLC, a Maine limited liability company (collectively, the “Assignors”), and [BUYER], a [jurisdiction of organization] [type of entity] (“Assignee”).

W I T N E S S E T H:

WHEREAS, Assignors and Assignee entered into that certain Asset Purchase Agreement dated as of [Date of APA] (the “Purchase Agreement”; capitalized terms used but not otherwise defined herein have the meanings given them in the Purchase Agreement); and

WHEREAS, pursuant to the Purchase Agreement, Assignors have agreed to assign certain rights and agreements to Assignee, and Assignee has agreed to assume certain obligations of Assignors, as set forth therein and herein.

NOW, THEREFORE, in consideration of the premises, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. Effective as of 12:01 a.m. EDT on the date hereof, Assignors hereby sell, transfer and assign (collectively the “Assignment”) to the Assignee, and Assignee hereby assumes and agrees to pay, perform and discharge, each and all of the Assumed Liabilities, as that term is defined in the Purchase Agreement.

2. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

3. This Agreement shall be governed by, interpreted under, and construed and enforceable in accordance with, the Laws of the State of New York, without regard to its conflicts of laws principles provisions and rules.

4. To the extent this Agreement is inconsistent with any terms or conditions in the Purchase Agreement, the Purchase Agreement shall control.

5. This Agreement may be executed in counterpart signature pages, all of which when so executed and attached hereto shall constitute one and the same original.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement as of the date first set forth above.

ASSIGNORS:

TILSON TECHNOLOGY MANAGEMENT, INC.

By:

Name: Darrell Ingram
Title: Authorized Officer

TILSON MIDDLE STREET HOLDING, LLC

By:

Name: Darrell Ingram
Title: Authorized Officer

ASSIGNEE: [●]

By:

Name:
Title:

EXHIBIT B
Intellectual Property Assignment

This Intellectual Property Assignment (the “Agreement”) is entered into as of [Closing Date], by and among Tilson Technology Management, Inc., a Maine corporation, Tilson Middle Street Holding, LLC, a Maine limited liability company (collectively, the “Assignors”), and [BUYER], a [jurisdiction of organization] [type of entity] (“Assignee”). Assignor and Assignee are hereinafter collectively referred to as the “Parties” and each may be individually referred to as a “Party.” This Assignment is effective as of the date it has been signed below (“Effective Date”).

WHEREAS, Assignor wishes to assign to Assignee all of Assignor’s right, title, and interest in and to the trademarks set forth on Schedule A to this Assignment, and all goodwill associated therewith (the “Assigned Trademarks”) under the terms of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party:

1. Assignor is the owner of all rights, title, and interest in and to the Assigned Trademarks.

2. Assignor and Assignee agree that, as of the Effective Date, Assignee shall assign to Assignee all of Assignor’s rights, title, and interest in and to the Assigned Trademarks and the goodwill of the business carried on in association with the Assigned Trademarks.

3. Assignor agrees that upon request by Assignee, Assignor shall execute all papers, make all rightful oaths, testify on behalf of Assignee, and do other lawful acts necessary to carry out the intent of this Assignment, as well as provide such documents, materials, information, and assistance as Assignee may consider necessary to carry out the intent of this Assignment.

4. This Assignment constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate to the Assigned Trademarks.

5. This Assignment shall be binding upon Assignor and all of Assignor’s successors and assigns, and shall be binding upon and inure to the benefit of Assignee and its successors and assigns.

6. This Assignment shall be construed, interpreted, and applied in accordance with the laws of the Laws of the State of New York without regard to its conflict of law principles.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment, each through its authorized representative, as of the date shown below.

ASSIGNOR:

ASSIGNEE:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A

[To be provided.]

EXHIBIT 2

ClearPlan Acquired Assets and Assumed Contracts

EXHIBIT 2 TO SALE ORDER
CLEAR PLAN ACQUIRED ASSETS AND ASSUMED CONTRACTS

A. ClearPlan Acquired Assets¹

- 1) CIT Accounts Receivable (see attached Schedule 1.a);
- 2) Laptops and related equipment utilized by CIT Employees;
- 3) Booths and marketing materials Relating to CIT Business;
- 4) All other CIT Acquired Assets not set forth herein, such as Acquired Business Information;
- 5) CIT Intellectual Property (see attached Schedule 1.e); and
- 6) CIT Employees (see attached Schedule 1.f).

B. ClearPlan Assumed Contracts

1910 Legacy Enterprises, Inc	Change Order
1910 Legacy Enterprises, Inc	Client Statement of Work
A.M. Cohron & Son, Inc.	Consulting Master Services Agreement
A.M. Cohron & Son, Inc.	Client Statement of Work
Alberici Group, LLC	Consulting Master Services Agreement
Altman-Charter Company	Consulting Master Services Agreement
Alvin D Benike INC. DBA Benike Construction	Consulting Master Services Agreement
APC Construction, LLC	Consulting Master Services Agreement
APC Construction, LLC	Client Statement of Work
Apex Computer Technologies AG	Consulting Master Services Agreement
Argonaut Constructors, Inc	Client Statement of Work
Associated Construction Company	Consulting Master Services Agreement
Associated Construction Company	Client Statement of Work
Associated Construction Company	Change Order
Atlantic Pipe Services	Client Statement of Work
Atlantic Pipe Services, LLC	Consulting Master Services Agreement
Austin Bridge and Road	Client Statement of Work
Austin Industries, Inc	Client Statement of Work
Austin Industries, Inc	Client Statement of Work
Austin Industries, Inc	Client Statement of Work
Austin Industries, Inc	Client Statement of Work
AVAIL VALLEY CONSTRUCTION LLC	Client Statement of Work
Bird Construction Inc.	Client Statement of Work
Branscome	Consulting Master Services Agreement
Branscome	Change Order
Branscome	Change Order
Branscome	Client Statement of Work

¹ Capitalized terms not herein defined shall have the meanings ascribed in the Designation Agreement entered into between ITG and ClearPlan, to be filed as a supplement to the record following conclusion of the Sale Hearing.

BRB Contractors, Inc.	Consulting Master Services Agreement
BRB Contractors, Inc.	Client Statement of Work
Brinkman	Client Statement of Work
Bulley & Andrews	Client Statement of Work
Butler-Cohen LLC	Consulting Master Services Agreement
Can-Traffic Services Ltd.	Consulting Master Services Agreement
CBeck, Ltd	Consulting Master Services Agreement
CE&I, a MasTec Subsidiary	Client Statement of Work
Christman Constructors	Consulting Master Services Agreement
Commercial Restoration Company, LLC	Consulting Master Services Agreement
Conti Federal Services	Consulting Master Services Agreement
Conti Federal Services	Client Statement of Work
Coppola	Client Statement of Work
Corliss Resources	Consulting Master Services Agreement
Corliss Resources	Consulting Master Services Agreement
Croell Inc.	Consulting Master Services Agreement
DEPCOM Power, Inc	Client Statement of Work
DeSilva Gates Construction Company	Client Statement of Work
Eastern Fire	Consulting Master Services Agreement
Ellingson Companies	Consulting Master Services Agreement
Ellingson Companies	Client Statement of Work
Excel Contractors, LLC	Consulting Master Services Agreement
Fillmore Construction Management Inc.	Consulting Master Services Agreement
First Community Housing	Client Statement of Work
Flagship Tilt-Wall, LLC	Consulting Master Services Agreement
Flagship Tilt-Wall, LLC	Client Statement of Work
Flint Design Build, LLC dba FLINT	Client Statement of Work
Flint Design Build, LLC dba FLINT	Amendment to Client Statement of Work
Fluor Driver Inc.	Client Statement of Work
Gallo Mechanical LLC	Client Statement of Work
Garmong Construction Services	Consulting Master Services Agreement
Garmong Construction Services	Client Statement of Work
Grace Pacific LLC	Consulting Master Services Agreement
Grace Pacific LLC	Client Statement of Work
Gray Construction	Client Statement of Work
i2 Construction	Client Statement of Work
ITC	Client Statement of Work
James B Pirtle Construction	Consulting Master Services Agreement
James B Pirtle Construction Company	Client Statement of Work
Jody Miller Construction	Consulting Master Services Agreement
Jody Miller Construction	Client Statement of Work
John Burns Construction Company, LLC	Consulting Master Services Agreement
John Burns Construction Company, LLC	Client Statement of Work
John Burns Construction Company, LLC	Client Statement of Work

Jordan Foster Construction LLC	Client Statement of Work
Keeley Companies	Client Statement of Work
LeChase Construction Services LLC	Nondisclosure Agreement
LeChase Construction Services, LLC	Consulting Master Services Agreement
Loven Contracting Inc.	Consulting Master Services Agreement
Loven Contracting Inc.	Client Statement of Work
Lumin8 Transportation Technologies, LLC.	Client Statement of Work
Lumin8 Transportation Technologies, LLC.	Change Order
Lumin8 Transportation Technologies, LLC.	Client Statement of Work
Lumin8 Transportation Technologies, LLC.	Client Statement of Work
Lumin8 Transportation Technologies, LLC.	Client Statement of Work
MasTec Inc.	Consulting Master Services Agreement
Midwest Mechanical Industrial Services, LLC.	Consulting Master Services Agreement
Midwest Mechanical Industrial Services, LLC.	Client Statement of Work
Northwest Rock, Inc.	Consulting Master Services Agreement
Northwest Rock, Inc.	Client Statement of Work
Nunn Construction, Inc.	Client Statement of Work
NW Construction, LLC	Consulting Master Services Agreement
NW Construction, LLC	Amendment to Client Statement of Work
NW Construction, LLC	Client Statement of Work
O'Neil Industries, Inc.	Client Statement of Work
Parkway Construction	Nondisclosure Agreement
Pepper Construction Group	Client Statement of Work
Plaza Construction	Client Statement of Work
R.D. Olson Inc.	Consulting Master Services Agreement
R.D. Olson Inc.	Client Statement of Work
R.J. Grondin & Sons	Consulting Master Services Agreement
R.J. Grondin & Sons	Client Statement of Work
SAK CONSTRUCTION, LLC	Client Statement of Work
Sargent Corporation	Consulting Master Services Agreement
Southland Holdings, Inc.	Client Statement of Work
Southland Holdings, Inc.	Amendment to Client Statement of Work
Southland Holdings, Inc.	Client Statement of Work
SpawGlass	Client Statement of Work
Speir & Associates Electrical Contractors, Inc.	Consulting Master Services Agreement
Suburban Enterprises, Inc	Consulting Master Services Agreement
Suburban Enterprises, Inc	Client Statement of Work
Swinerton Incorporated	Consulting Master Services Agreement
Taurus Industrial Group, LLC	Consulting Master Services Agreement
Taurus Industrial Group, LLC	Client Statement of Work
The Hagerman Group	Consulting Master Services Agreement
The Hagerman Group	Change Order
The Hagerman Group	Client Statement of Work
Tractics, Inc	Nondisclosure Agreement

Utilitra LLC

Vance Brown, Inc.

Vance Brown, Inc.

Vance Brown, Inc.

Wasatch Taylormade Builders LLC

West Valley Construction Company Inc.

Whiting-Turner

William E. Groves Construction, Inc.

William E. Groves Construction, Inc.

Consulting Master Services Agreement

Consulting Master Services Agreement

Client Statement of Work

Change Order

Client Statement of Work

Client Statement of Work

Client Statement of Work

Change Order

Client Statement of Work

SCHEDULE 1.1(a) to EXHIBIT 2

To be provided as of Closing.

SCHEDULE 1.1(e) to EXHIBIT 2

1. All data (historical and current) Relating to the CIT Business used in connection with the following software programs maintained by Debtors:

- a. Microsoft Suite (Office 365)(Outlook, Microsoft Project, Premium Teams, Visio)(CIT employee emails, active project schedules, stored conversations and all files Relating to CIT Business)
- b. SiteTracker (All CIT data, Sitetracker/PBI; Sitetracker/PBI Reports; Sitetracker/Vista)
- c. Viewpoint by Vista (CIT Project Financials)
- d. Jira
- e. Zoho
- f. Fabric (PBI)
- g. Ironclad
- h. Smartsheets (all CIT Project data, SW Selection Collateral, Implementation Collateral)
- i. Egnyte (all CIT Egnyte Folders, Z:\Shared\CIT Projects; Z:\Shared\CIT Practices; Z:\Shared\CIT Projects Sensitive Data)
- j. Microsoft Azure Suite/Azure Dev. Ops (see **Attachment A to Schedule 1.1(e)**)
- k. GitHub/Azure Repo
- l. LastPass (website/client passcodes)
- m. Seamless
- n. Crystal Reports
- o. SQL Server Management Studio (All custom development code); and
- n. Access to all training scripts, passcodes, logins and methodologies required for ClearPlan to access any of the above.

2. Acquired Software programs and tools Relating to the CIT Business

- a. Spectrum Testing Environment
- b. Spectrum HR Web TC1
- c. Spectrum Traqspera Time Tracking
- d. ProjectSight Test Environment
- e. Vista Testing Environment
- f. Vista Web (HFF) Employee Portal
- g. Trimble Construction One (Team, Analytics, AP OCR)
- h. CMiC Testing Environment
- i. Procore Environment
- j. ProLink
- k. AppXChange (hosted by Trimble in Cloud)
- l. Ramp(hosted by Ramp in the Cloud)

ATTACHMENT A – Azure Source Control Project Software

TilsonCommonDataModelLibrary	https://dev.azure.com/tilsontechdev/_apis/projects/80120821-5e18-47ab-8c10-33701f13b87c
Tilson SSRS Utility	https://dev.azure.com/tilsontechdev/_apis/projects/b3b98f46-19b9-479c-afd5-a71d4710ec32
TilsonWorkdayAPILibrary	https://dev.azure.com/tilsontechdev/_apis/projects/543156d3-54f9-4669-8592-a26be1692971
FreshdeskIntegrations	https://dev.azure.com/tilsontechdev/_apis/projects/5b8dc081-acbe-4068-92a7-efad345b2a94
TilsonJobSiteCareIntegrations	https://dev.azure.com/tilsontechdev/_apis/projects/ad8e35e8-2a48-4d24-90e2-d81041665e94
TilsonDebugIntegrations	https://dev.azure.com/tilsontechdev/_apis/projects/be7038b1-2b31-4d8f-a0b3-4c9c8a3f8a80
TilsonNativeSQLLibrary	https://dev.azure.com/tilsontechdev/_apis/projects/50f409cc-a685-4cf7-aba0-f35d99366253
Tilson CIT	https://dev.azure.com/tilsontechdev/_apis/projects/4e428d55-ac14-42f3-a7ac-14f9b434cb30
TilsonNET	https://dev.azure.com/tilsontechdev/_apis/projects/c25a6f0d-e907-4eb1-8b54-6af17d222b6c
TilsonLaunchpad	https://dev.azure.com/tilsontechdev/_apis/projects/f78b1b9e-ed6e-40e4-bee1-73470d7f6f5c
TilsonIntegrationEngine	https://dev.azure.com/tilsontechdev/_apis/projects/c6ff177b-33e9-4e58-8e73-b7df3ec19610
Tilson Ramp Connector	https://dev.azure.com/tilsontechdev/_apis/projects/8a1dbf00-069f-425d-ba10-9014df12c025
TilsonTokenLibrary	https://dev.azure.com/tilsontechdev/_apis/projects/a0cdf65c-4468-4981-b9bf-c2448c67f687
TilsonSalesForceUtilityTI	https://dev.azure.com/tilsontechdev/_apis/projects/1917a6a9-39a1-49ca-bee1-26fe1f057428
TilsonSiteTrackerLibrary	https://dev.azure.com/tilsontechdev/_apis/projects/90514b4c-0636-47f9-b403-569a154f026f
Apogos	https://dev.azure.com/tilsontechdev/_apis/projects/1952eb67-bc2a-4ef4-af52-9f3e3a9f8f9e

FreshDeskDataIntegration	https://dev.azure.com/tilsonstechdev/_apis/projects/e88de16b-7c13-4bee-b4c5-56466e56fc49
TilsonAzureEventGridLibrary	https://dev.azure.com/tilsonstechdev/_apis/projects/7e0cd0e6-c479-4944-9762-3ac621e51843
TilsonSRAIntegrations	https://dev.azure.com/tilsonstechdev/_apis/projects/81f95144-5c9f-4463-bc63-719bdf6cdf52
WorkDayIntegrations	https://dev.azure.com/tilsonstechdev/_apis/projects/c32c47a4-3e1f-4c11-944d-3666414b3fda
Azure Integrations - Azure Data Factory Extract and Transform	https://dev.azure.com/tilsonstechdev/_apis/projects/7b65227c-fbc8-4945-b543-7455d388cc18
TilsonZohoIntegrations	https://dev.azure.com/tilsonstechdev/_apis/projects/fa8acf72-64fb-4662-a1d1-c33b9924bc99
TilsonApogosIntegrations	https://dev.azure.com/tilsonstechdev/_apis/projects/34e20a43-bab7-43bb-88d4-9d8f2fae5aa5
FulcrumMediaMover	https://dev.azure.com/tilsonstechdev/_apis/projects/f4cc5405-2d4b-4273-a4d9-5dbb4bca4dd5
TilsonIroncladIntegrations	https://dev.azure.com/tilsonstechdev/_apis/projects/7a92360e-c93a-494a-ba91-f77ede7237fa
TilsonExpenseProcessor	https://dev.azure.com/tilsonstechdev/_apis/projects/0c237da8-94e8-4659-94bd-15a3c58c0d4d
Utility Strike Incident Tracking	https://dev.azure.com/tilsonstechdev/_apis/projects/0fde53f9-7a4b-46e7-89c0-7c15b7884a6e
TilsonRestLibrary	https://dev.azure.com/tilsonstechdev/_apis/projects/cc6fe766-f8b7-4687-83ae-39c1c6c5f36e
PortalExpensesAdmin	https://dev.azure.com/tilsonstechdev/_apis/projects/3c008492-10d9-45e6-b03f-f4d8de6c8ea8
TilsonFidelityIntegrations	https://dev.azure.com/tilsonstechdev/_apis/projects/12960c73-1017-40d7-8b67-0c744e45ef0c
AldenOneDataExtract_corrupted	https://dev.azure.com/tilsonstechdev/_apis/projects/99124f5e-3d86-4067-934b-55bc3fd32260
Subcontractor Onboarding	https://dev.azure.com/tilsonstechdev/_apis/projects/96399f4b-fb66-493a-a316-4b4100e831b7

HSIMigrate	https://dev.azure.com/tilsonstechdev/_apis/projects/b95648fd-dd39-4725-8cfd-de628f07d326
Azure Asset Config Cold Storage	https://dev.azure.com/tilsonstechdev/_apis/projects/9ae4e875-3c88-4259-914c-4063e2334597
TilsonZohoProcessor	https://dev.azure.com/tilsonstechdev/_apis/projects/77b0bf22-edd9-4ebc-9eee-196ec2bfb15d
TilsonDevOpsIntegrations	https://dev.azure.com/tilsonstechdev/_apis/projects/e9e26aa0-f190-4ba2-aa43-d2247a9ff9a8
FreshdeskSSD	https://dev.azure.com/tilsonstechdev/_apis/projects/21689e18-f6e9-416a-be49-b044d6ebb353
TilsonProjectScanner	https://dev.azure.com/tilsonstechdev/_apis/projects/f631c3af-bb80-49c7-9c82-0d93f9977159
BAM - Billing Account Manager	https://dev.azure.com/tilsonstechdev/_apis/projects/a69556fb-6e9b-482e-a4b3-c800d4bcbd7d
TilsonSiteTrackerIntegrations	https://dev.azure.com/tilsonstechdev/_apis/projects/edc6b1ce-326b-489b-8b42-4dbc7faf0d4b
TilsonZohoIntegrationProcessorSSD	https://dev.azure.com/tilsonstechdev/_apis/projects/4d039a1b-cd19-43b0-8bb9-9b72b4caf35d
WorkdaySSD	https://dev.azure.com/tilsonstechdev/_apis/projects/d65b9430-b59f-46f9-8b69-962cd92bcc5a
VistaApproverUpdate	https://dev.azure.com/tilsonstechdev/_apis/projects/1d9c8de3-32bb-4027-8f6b-12f2a3722538
TilsonCustomProjectTemplates	https://dev.azure.com/tilsonstechdev/_apis/projects/30378dd1-2e50-40da-8192-bce2ffdb2d92
TilsonMobileForceLibrary	https://dev.azure.com/tilsonstechdev/_apis/projects/3fef173d-a0a7-4370-b8ef-129dc9f88e96
Enterprise Application Integration	https://dev.azure.com/tilsonstechdev/_apis/projects/6276ed88-53ff-4808-b782-0d6c401e55a6
TilsonZohoPublisher	https://dev.azure.com/tilsonstechdev/_apis/projects/affe70de-ffe2-420b-987a-b5ee5a979d61
TilsonSageLibrary	https://dev.azure.com/tilsonstechdev/_apis/projects/61888a32-383e-4f54-96f5-097cc21f6426
TilsonOAuthLibrary	https://dev.azure.com/tilsonstechdev/_apis/projects/61ad93a0-376a-4413-8884-47d7a752f742

Project Managers Workbench	https://dev.azure.com/tilsontechdev/_apis/projects/ada90ecd-78d3-405e-8e44-e5cfadc71742
Tilson STS Bridge	https://dev.azure.com/tilsontechdev/_apis/projects/289f70c4-084a-4eab-a5b3-2d7036f5b7de
RepoTest	https://dev.azure.com/tilsontechdev/_apis/projects/b64a88a4-007e-42c8-9901-62c4b5720014
Tilson HCM Outbound Benefit Reports	https://dev.azure.com/tilsontechdev/_apis/projects/604b2b54-c985-412e-9015-ae3874225165
TilsonVistaIntegrations	https://dev.azure.com/tilsontechdev/_apis/projects/23e36d1e-d2d1-46e7-8cea-a98948b24ff9
TilsonWorkEasyIntegrations	https://dev.azure.com/tilsontechdev/_apis/projects/5cf2c588-0788-465f-91d3-21d3f04fad8d
TilsonChatbot	https://dev.azure.com/tilsontechdev/_apis/projects/6ff80370-1b85-44f7-8eff-19bfdcabe5a1
TilsonTestAbstractionsLibrary	https://dev.azure.com/tilsontechdev/_apis/projects/09e39e9e-3750-4056-bfa7-1fec73860054
Azure Event Driven POC 1	https://dev.azure.com/tilsontechdev/_apis/projects/ec138428-5392-4baf-b7ff-67102c05c4e2
TilsonTech Excel Add-In	https://dev.azure.com/tilsontechdev/_apis/projects/8dcbe358-6829-4b8b-b597-fc643dcefde3
TilsonCherwellIntegrations	https://dev.azure.com/tilsontechdev/_apis/projects/7dc4bc7d-0900-45a5-8192-0df501872205
NoOperationAzureFunction	https://dev.azure.com/tilsontechdev/_apis/projects/165c4a95-18e5-4775-8bde-225fb5b1a48b
TilsonAzureSoapLibrary	https://dev.azure.com/tilsontechdev/_apis/projects/9604d3aa-b522-49f1-8208-9d747d38b9fd
TilsonTeamsLibrary	https://dev.azure.com/tilsontechdev/_apis/projects/0fa50e96-9eb5-4933-a3e7-19724921c07e
AldenOneDataExtract	https://dev.azure.com/tilsontechdev/_apis/projects/c1bfa012-dabe-4411-ada4-7119a9d9e3d3
IroncladShadowDB	https://dev.azure.com/tilsontechdev/_apis/projects/906b5548-eda4-408a-add1-ae3fe4a36251
TilsonVertexIntegrations	https://dev.azure.com/tilsontechdev/_apis/projects/5c894f51-3b87-496c-a1ff-5de569211d11

TilsonEgnyteCoreLibrary	https://dev.azure.com/tilsontechdev/_apis/projects/6c2f3c3f-4fdd-450b-a4f4-c40e62799f40
Repo Test2	https://dev.azure.com/tilsontechdev/_apis/projects/f39104f6-9e04-4ba6-b719-7f2c78d19429
FulcrumChoiceListUpdater	https://dev.azure.com/tilsontechdev/_apis/projects/f8082ee7-f1bb-4795-a779-6ae37f60b333
TilsonWorkdayIntegrations	https://dev.azure.com/tilsontechdev/_apis/projects/b8eeadc7-b832-46fd-a2cb-425d4665a9c2
Tilson SiteTracker	https://dev.azure.com/tilsontechdev/_apis/projects/76b16c71-bd41-4ad7-8334-4c2b087c0cae
TilsonEntraIDIntegrations	https://dev.azure.com/tilsontechdev/_apis/projects/bdd34ca3-a2d4-4137-97c2-4defade0ac44
TEMPO	https://dev.azure.com/tilsontechdev/_apis/projects/90739469-1c4a-4687-ac38-8b161a7bfc29
TilsonConcurDataCustody	https://dev.azure.com/tilsontechdev/_apis/projects/0970b844-ffbc-468a-b64f-ab9722f0151b
TilsonZohoProcessor_v2	https://dev.azure.com/tilsontechdev/_apis/projects/b33cae00-5d24-41a8-a7b2-1d818c6e9bc6
TilsonSQLServerLibrary	https://dev.azure.com/tilsontechdev/_apis/projects/7ca444b4-3d08-4b01-8ceb-a5189f415dc7
TilsonHolmanIntegrations	https://dev.azure.com/tilsontechdev/_apis/projects/efd43fbd-10bc-4e97-ae46-598232f9e280
TilsonHSIIIntegrations	https://dev.azure.com/tilsontechdev/_apis/projects/655e9599-9ef8-42df-a1e4-65f97d5a6606
STReportParser	https://dev.azure.com/tilsontechdev/_apis/projects/225a8bb3-fad6-4add-8a20-f6ada0ae28c7
Azure Integrations - Freshdesk	https://dev.azure.com/tilsontechdev/_apis/projects/04457d07-11d8-454a-b0a9-6c5952b54729
TilsonVistaAPI	https://dev.azure.com/tilsontechdev/_apis/projects/e345b012-2b73-4881-97b2-8aa397f264b2

TilsonSafetyFirstIntegrations	https://dev.azure.com/tilsonstechdev/_apis/projects/3e9025ce-e833-490a-b033-8eaf0aabdc96
JBBillingImport	https://dev.azure.com/tilsonstechdev/_apis/projects/a2b7d1ab-e8b5-4af6-8c05-ca739c4d4e62
TilsonScheduledTaskReporter	https://dev.azure.com/tilsonstechdev/_apis/projects/2f17313c-9860-4cab-ac76-7454d463f810
SonarIntegrations	https://dev.azure.com/tilsonstechdev/_apis/projects/131147af-5eb9-42ad-9a43-f3653a2a55cf
TilsonWorkdaySSDLibrary	https://dev.azure.com/tilsonstechdev/_apis/projects/5b345334-ddaf-47e3-815d-83191b8758be
TilsonActionIntegrations	https://dev.azure.com/tilsonstechdev/_apis/projects/a63b206d-744a-4293-9f69-1b16da1d35f4
TilsonWebAPI	https://dev.azure.com/tilsonstechdev/_apis/projects/2537c1d6-2e73-445a-9d36-b443370904b5
NetworkDeckApp	https://dev.azure.com/tilsonstechdev/_apis/projects/74d5e0d8-76fd-483b-b8fb-4926766856e8
Work Planning	https://dev.azure.com/tilsonstechdev/_apis/projects/144a2edb-ed23-4e6f-9dfe-624b2dffd6c
Tilson Consolidated Projects	https://dev.azure.com/tilsonstechdev/_apis/projects/fda6d5aa-ec87-425c-8af5-657c4208d99e
TilsonSalesForceUtility	https://dev.azure.com/tilsonstechdev/_apis/projects/077dd9a3-fbcf-4b46-8bc9-f83b561a9ba4
TilsonTelemetryLibrary	https://dev.azure.com/tilsonstechdev/_apis/projects/693e223c-9877-45eb-9f00-e0abcf6ecf9c
SiteTrackerToShadowDB	https://dev.azure.com/tilsonstechdev/_apis/projects/3fa09ae8-dc27-427d-86c0-cef20c21407e
TilsonVistaAttachmentsProcessor	https://dev.azure.com/tilsonstechdev/_apis/projects/149ef3be-6413-49de-9480-5ecb2fd9ff
SeaScribe v2	https://dev.azure.com/tilsonstechdev/_apis/projects/489733d1-c918-4228-ad8f-70d953f76fb7
SeaScribe	https://dev.azure.com/tilsonstechdev/_apis/projects/6f2ca8ec-3324-4bdb-9e49-32028146cd2c

GHPhippsIntegration

ProcoreDataMart

Shimmick Equip Time Import

TilsonAPShadow

TilsonArcoroIntegrations

TilsonCeridianIntegrationProcessor

TilsonConcurDataCustody

TilsonConcurDataCustodyRM

TilsonConcurFileConverter

TilsonConcurIntegration

TilsonConcurSpectrumIntegrations

TilsonConfigLibrary

TilsonEventLogLibrary

TilsonFDOT_Permits

TilsonIntegrationEngine

TilsonNCATProcessor

TilsonPDFLibrary; TilsonRepliconImport
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SCHEDULE 1.1(f) to EXHIBIT 2**CIT Employees and Consultants**

<u>Employee Name</u>	<u>Employee Title</u>
Trudi Fenster	Vice President, CIT
Dinusha Wickramatunga	Director of Business Development
Tracy Blair	Director, Dev & Analytics
Emily Dempsey	Director, PMO
Jane Martell	Senior Manager, Business Operations
Alan Miller	Sr. Manager, Consulting Services
Brittney Talbot	Sr. Manager, Consulting Services
Amy Macdonald	Business Intelligence Manager
Nick Fagone	Sr Data Analyst
Ken Richey	Client Development and Training Manager
Tricia Feyerabend	Principal Consultant
Mary Rose Stubbs	Consultant
Lacey Aristeo	Consultant
Tim Ashman	Principal Consultant
Barbie Fortin-Poirier	Sr. Consultant (hourly)
Kat Crocker	Consultant
Derrick Jackson	Data and Analytics Senior Engineer
Danielle Theobald	Associate Project Manager
Ian MacGillivray	ERP Project Manager
Natalie Gaughan	Project Manager
Gavin Kelley	Manager, Software Development
Matt Merrill	Sr Software Developer
Ryan Middleton	Sr Software Developer
Alexander Ingalls	Software Developer
Narayan Subedi	ETL Consultant

Barbie Bailey	Contingent Worker
Tom Levandoski	Contingent Worker
Greg Bundy	Contingent Worker
Gustavo Monne	Consultant (Part-time) (inactive)
John Griffin	Contingent Worker
Justin Adkins	Contingent Worker
Katherine Sadler	Contingent Worker
Leonor Wehner	Contingent Worker
Ron Shoop	Contingent Worker

Tara Beierle	Contingent Worker
Aaron Beer	Contingent Worker
Meagan Bailey	Contingent Worker