

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

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

**NOTICE OF DESIGNATION OF STALKING HORSE BID AND
REQUEST FOR APPROVAL OF STALKING HORSE BID PROTECTIONS**

On November 20, 2023, the Court entered an *Order (I) Authorizing and Approving (A) Bidding Procedures, (B) Designation of a Stalking Horse Bidder and Bid Protections for Stalking Horse, (C) Procedures Related to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; (D) the Form and Manner of Notice; (II) Scheduling the Bid Deadline and Auction (III) Authorizing and Approving (A) the Sale of Certain Assets Free and Clear of All Liens, Claims, Encumbrances and Interests and (B) the Assumption and Assignment of Certain Contracts and (IV) Granting Related Relief* [Docket. No. 115] (the “**Bid Procedures Order**”) in connection with the sale of the Debtors’ assets, which authorized the Debtors to, among other things, (i) designate a Stalking Horse Bidder, (ii) enter into a Stalking Horse Agreement with a Stalking Horse Bidder, and (iii) seek approval of Bid Protections. Pursuant to the Bid Procedures Order, the Debtors hereby submit this Notice of Designation of Stalking Horse Bid and Request for Approval of Stalking Horse Bid Protections, and the *Declaration of Lorie C. Beers in Support of Approval of Designation of Accuma Corporation as Stalking Horse Bidder and Stalking Horse Bid Protections*, attached hereto as **Exhibit A**, and state as follows:

Stalking Horse Bid

The Debtors have accepted a stalking horse bid (the “**Stalking Horse Bid**”) submitted by Accuma Corporation (the “**Stalking Horse Bidder**” or “**Buyer**”), and Water Gremlin Holdings, Inc. (the “**Seller**”) and the Stalking Horse Bidder have executed an Equity Purchase Agreement (the “**Stalking Horse Agreement**”),² attached hereto as **Exhibit B**, for the purchase of all of the issued and outstanding Equity Interests of Water Gremlin Aquila Company S.p.A, a Società per Azioni, (Italian joint stock company) (“WG Italy” and such Equity Interests, the “Transferred Equity”). A copy of the Stalking Horse Agreement marked against the Proposed Asset Purchase Agreement is attached hereto as **Exhibit C**.

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

² Capitalized terms not otherwise defined herein have the meaning ascribed in the Stalking Horse Agreement.

The aggregate consideration (the “Purchase Price”) for the purchase, sale, assignment and conveyance of the Transferred Equity from Seller to the Buyer is \$18,929,014, subject to certain adjustments. Consistent with Section 2.2 of the Stalking Horse Agreement, the Purchase Price is calculated as follows: The Purchase Price shall be an amount in cash equal to the sum of (a) the Closing Consideration and (b) 95% of the value of the Final Inventory Amount and Final Receivables Amount, subject to confirmation and offset for Closing Indebtedness, Closing Cash and Closing Retained Liabilities as set forth herein (the “Post-Closing Consideration”). Schedule 2.2 to the Stalking Horse Agreement sets forth a sample of the methodology for determining the Purchase Price, Closing Consideration and Post-Closing Consideration, the dividend to be declared by WG Italy pursuant to Section 2.4(c) to the Stalking Horse Agreement and the payment to be made by Buyer pursuant to Section 2.4(d) to the Stalking Horse Agreement using the line items set forth on Schedule 3.1 to the Stalking Horse Agreement.

The Stalking Horse Bid is subject to higher or otherwise better offers to the extent such offers are determined by the Debtors to constitute Qualified Bids in accordance with the Bidding Procedures.

The Stalking Horse Bidder is a customer of both Water Gremlin and WG Italy, however, the Stalking Horse Bidder does not assert it is a creditor – and the Debtors’ records do not indicate the Stalking Horse Bidder is a creditor – of either Water Gremlin or WG Italy has no connection to the Debtors other than connections arising from the Stalking Horse Agreement and its negotiation and execution.

Stalking Horse Bid Protections

The Stalking Horse Agreement provides the Stalking Horse Bidder certain protections (the “**Bid Protections**”) in accordance with Section IV of the Bidding Procedures. The Bid Protections for the Stalking Horse are as follows:

- a Break-Up Fee in the amount of \$567,870.43
- an Expense Reimbursement Amount not to exceed \$378,580.29, equal to Buyer’s or its Affiliates’ reasonable and documented out-of-pocket costs and expenses (including fees and expenses of counsel and other advisors to Buyer or its Affiliates) incurred in connection with this Agreement and the transactions contemplated hereby, and all proceedings incident thereto and appeals therefrom

Objections to Stalking Horse Bid Protections

Objections to the designation of the Stalking Horse Bidder or any of the terms of the Stalking Horse Bid (each, if any, a “**Stalking Horse Objection**”) shall be filed with the court and served, as set forth in the Bidding Procedures, no later than five (5) business days after service of this notice (the “**Stalking Horse Designation Notice**”). If a timely Stalking Horse Objection is filed, the Debtors will attempt to schedule a hearing regarding such Stalking Horse Objection as soon as reasonably practicable (but in no event fewer than five (5) business days after service of this Stalking Horse Designation Notice). If no timely Stalking Horse Objection is filed and served with respect to the Stalking Horse Bid, upon the expiration of the objection deadline, the Debtors

will submit a Stalking Horse Order that approves Bid Protections for the Stalking Horse Bidder and designation of the Stalking Horse Bidder, which the Court may enter without a hearing.

Other Important Dates and Deadlines³

The following are important dates and deadlines relating to the process for bids and a sale or sales of all, substantially all, or a portion of the Debtors' assets, including the Transferred Equity. These deadlines and additional information are set forth in the Bid Procedures Order and are restated here for convenience.

Bid Deadline. Any Potential Bidder that intends to participate in the Auction must submit in writing to the Bid Notice Parties a Qualified Bid on or before **December 13, 2023 at 4:00 p.m. (ET)**, provided, however, that if and only if the net cash consideration expected at closing of the highest Qualified Bid is less than the expected secured amounts owed to the DIP Lender at closing, then the DIP Lender's Bid Deadline shall be **December 15, 2023 at 4:00 p.m. (ET)**.

Auction. The Auction, if necessary, has been scheduled for **December 18, 2023 at 10:00 a.m. (ET)** and will be conducted at the offices of Dorsey & Whitney LLP located at 51 West 52 Street, New York, NY 10019. The Debtors have the right, in their reasonable business judgment, and in consultation with the Consultation Parties, to adjourn the Auction one or more times.

Sale Objection Deadline. Objections to a sale of the Sellers' assets free and clear of all liens, claims, and encumbrances pursuant to section 363(f) of the Bankruptcy Code shall be filed with the Court and served in accordance with the Bidding Procedures Order by no later than **December 11, 2023 at 4:00 p.m. (ET)**.

Sale Hearing. The Sale Hearing is scheduled for **December 20, 2023 at 10:00 a.m. (ET)** before the Honorable Laurie Selber Silverstein, United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 6th Floor, Courtroom #2, Wilmington, Delaware 19801.

Additional Information

Parties interested in purchasing any of the Debtors' assets should contact the Debtors' investment bankers, Intrepid Investment Bankers, Attn: Lorie Beers (Lbeers@IntrepidIB.com; (424) 365-0920, Carl Comstock (CComstock@IntrepidIB.com; (929) 678-3078), and Boris Zikratov (BZikratov@IntrepidIB.com; (424) 341-8205).

Copies of the Motion, the Bidding Procedures Order, the Bidding Procedures, and the Stalking Horse Agreement may be obtained free of charge at the website dedicated to the Debtors' chapter 11 cases maintained by their claims and noticing agent and administrative advisor, located at <https://cases.stretto.com/WaterGremlin>.

³ Capitalized terms in this section have the meaning ascribed in the Bidding Procedures attached to the Bid Procedures Order as Exhibit A.

Request for Relief

The Debtors respectfully request that the Court enter an order, substantially in the form attached to the Bid Procedures Order as Exhibit D, approving the designation of the Stalking Horse Bidder and the Bid Protections.

[Remainder of page intentionally left blank]

Dated: November 30, 2023
Wilmington, Delaware

DORSEY & WHITNEY (DELAWARE) LLP

/s/ Alessandra Glorioso

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Alessandra Glorioso (DE Bar No. 5757)
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*Proposed Counsel for the Debtors
and Debtors in Possession*

Exhibit A

Beers Declaration

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

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

**DECLARATION OF LORIE BEERS IN SUPPORT OF APPROVAL
AND DESIGNATION OF ACCUMA CORPORATION AS STALKING
HORSE BIDDER AND STALKING HORSE BID PROTECTIONS**

I, Lorie Beers, hereby declare under penalty of perjury that the following is true to the best of my knowledge, information, and belief:

1. I am a Managing Director and the Head of Special Situations at Intrepid Investment Bankers LLC (“Intrepid”), the investment bankers to the above-captioned debtors and debtors in possession (the “Debtors”). I have over 35 years of professional experience that encompasses the full spectrum of financial restructuring.

2. I submit this declaration (this “Declaration”) in support of the *Debtors’ Notice of Designation of Stalking Horse Bid and Request for Approval of Stalking Horse Bid Protections* (the “Notice”).²

3. Except as otherwise indicated, all statements set forth in this Declaration are based upon (a) my personal knowledge of Debtors’ operations and finances gleaned during the course of Intrepid’s engagement with Debtors, (b) my discussions with Debtors’ senior management, other

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

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

members of the Intrepid team and Debtors' other advisors, and (c) my review of relevant documents and/or my opinion based upon my experience. If I were called upon to testify, I could and would testify competently to the facts set forth herein based on such personal knowledge, discussions, review of documents and/or opinion.

4. In April 2023, the Debtors engaged Intrepid as investment banker. I lead the Intrepid team and, working closely with Debtors' management and other advisors, I have become well acquainted with Debtors' business operations.

5. Since its retention in April 2023, Intrepid has engaged in a comprehensive marketing process. Among other things, Intrepid contacted over 140 potential interested parties comprised of both strategic and financial buyers in the United States, Europe, Africa, Asia, and South America. After initial discussions, at least 42 entities expressed continued interest and executed non-disclosure agreements. Prior to the start of site visits in mid-August, Intrepid hosted a virtual management "town hall" for interested parties to receive additional information about Water Gremlin and WG Italy. Following the town hall, interested parties were asked to submit indications of interest and over five parties provided indicative valuation ranges. Two interested parties toured WG Italy's facilities in-person, while Intrepid coordinated virtual site visits for other interested parties through photos, videos, and online meetings with WG Italy management. In connection with its discussions with potential purchasers, Intrepid provided regular updates with the latest financial information and supplementing an online data room to satisfy interested parties' diligence requests.

6. In November 2023, after engaging in approximately five months of extensive marketing of their assets, the Debtors began negotiations with Accuma Corporation ("Accuma")

which included the drafting of an Equity Purchase Agreement (the “Stalking Horse Agreement”) and revisions thereto.

7. Accuma has demonstrated a sincere interest in purchasing Debtors’ assets, has engaged in thorough due diligence of Debtors’ assets, and, in my opinion, is a reputable buyer.

8. Accuma meets the relevant criteria to be a Qualified Bidder enumerated in Section VI(A) of the Bidding Procedures, as summarized below:

- a. **Purchase Price:** the Stalking Horse Agreement clearly sets forth the consideration to be paid for the Purchased Assets.
- b. **Deposit:** Accuma has paid a cash deposit in the amount, \$1,892,901, equal to ten percent (10.0%) of the aggregate cash and non-cash consideration of its Bid.
- c. **Executed Agreement:** the Stalking Horse Agreement is based on the Purchase Agreement filed with the Debtors’ Sale Motion and will include a redline against the Purchase Agreement.
- d. **Scope of Bid:** the Stalking Horse Agreement is for a portion of the Purchased Assets consisting of all of the issued and outstanding Equity Interests of WG Italy.
- e. **Proof of Financial Ability to Perform:** Accuma has supplied information which I have reviewed and believe demonstrates its ability to perform under its Bid.
- f. **Contingencies:** the Stalking Horse Agreement (a) does not contain any representations and warranties, covenants, or termination rights materially more onerous in the aggregate to the Sellers than those set forth in the Purchase Agreement and (b) is not conditioned on obtaining financing, any internal approvals or credit committee approvals, or on the outcome or review of due diligence, including with respect to any environmental, employee, labor, health or safety matters.
- g. **Irrevocable.** the Stalking Horse Agreement is irrevocable through the closing of a sale, provided it is accepted as the Successful Bid or the Backup Bid.

9. The Bidding Procedures outline the procedures by which the Debtors may designate a Stalking Horse Bidder and offer certain Bid Protections, which include up to a 3.0% break-up fee and up to \$400,000 expense reimbursement, which when combined will not exceed 5.0% of

the purchase price. The Bid Protections provided for in the Stalking Horse Agreement are within the limitations established by the Bidding Procedures.

10. Based on my experience, the designated Stalking Horse Bidder has demonstrated itself to be a strong potential purchaser and the Bid Protections proposed by the Debtors are reasonable and appropriate in light of the circumstances.

11. The Restructuring Committee of Holdings' Board of Directors has approved the Debtors' entry into the Stalking Horse Agreement, and the transaction proposed thereby, subject to Court approval.

12. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Dated: November 30, 2023

/s/ Lorie Beers
Lorie Beers
Managing Director and the Head of
Special Situations at Intrepid
Investment Bankers LLC

Exhibit B

Stalking Horse Agreement

EQUITY PURCHASE AGREEMENT

by and between

Accuma Corporation

and

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

dated as of

November 30, 2023

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EQUITY PURCHASE AGREEMENT

THIS EQUITY PURCHASE AGREEMENT (this "Agreement") is made as of November 30, 2023 (the "Effective Date"), by and between Water Gremlin Holdings, Inc. (formerly known as Okabe Holding USA, Inc.), an Illinois corporation, file number 63566896 ("Seller") and Accuma Corporation, a North Carolina corporation ("Buyer"). Each of Buyer and Seller are collectively referred to herein as the "Parties" and individually as a "Party".

RECITALS

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

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

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

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

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

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

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Contract” means any contract, agreement, commitment, indenture, note, bond, mortgage, charge, loan, instrument, lease, sublease, agreement to lease, occupancy agreement, license, purchase order, service

agreement, bill of lading, sales order or other arrangement, understanding, undertaking, commitment or obligation, whether written or oral.

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

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

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

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

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

“Environmental and Safety Requirements” means, whenever in effect, all applicable federal, state and local statutes, regulations, ordinances, codes and other provisions having the force or effect of Law and all judicial and administrative orders and determinations concerning worker health and safety, pollution or protection of the environment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Final Order” means an order of the Bankruptcy Court or other court of competent jurisdiction: (i) as to which no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been timely filed or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all respects without the possibility for further appeal or rehearing thereon; (ii) as to which the time for instituting or filing an appeal, motion for rehearing or motion for new trial shall have expired; and (iii) as to which no stay is in effect; provided, that (x) the filing or pendency of a motion under Federal Rule of Bankruptcy Procedure 9024(b) shall not cause an order not to be deemed a “Final Order” unless such motion shall be filed within fourteen (14) calendar days of the entry of the order at issue, and (y) the threat or possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or analogous Federal Rule of Bankruptcy Procedure, may be filed shall not cause an order not to be deemed a “Final Order” unless such motion shall be filed within fourteen (14) calendar days of the entry of the order at issue.

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

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

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

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

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

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

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

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

“Indebtedness” of any Person means, without duplication, (a) all indebtedness for borrowed money; (b) all obligations issued, undertaken or assumed as the deferred purchase price of property, assets or services; (c) all reimbursement or payment obligations with respect to letters of credit and other surety instruments; (d) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced that were incurred in connection with the acquisition of property, assets or businesses; (e) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in each case with respect to property acquired by such Person (whether or not the rights and remedies of Seller or bank under such agreement in the event of default are limited to repossession or sale of such property); (f) all lease obligations required to be capitalized under GAAP; (g) all obligations under interest rate, currency swap or similar hedging transactions; (h) all obligations in respect of earned and unpaid sales commissions and any payments or other obligations becoming due in connection with the Closing arising out of any management, employment, retention, bonus, change in control, severance or similar arrangement with any director, officer, manager, Business Employee, Independent Contractor or former Business Employee, in each case, including the employer portion of any employment, payroll, unemployment, withholding or similar Taxes in respect thereof; (i) all obligations secured by any Lien on assets or property owned by WG Italy; (j) all obligations of, and amounts owed by, WG Italy, whether interest-bearing or otherwise, to any past, current or alleged holder of its Equity Interests, Seller or any Related Person of Seller or WG Italy, including any declared but unpaid dividends or distributions; (k) all Taxes of WG Italy for taxable periods or portions thereof ending on or before the Closing Date that are due after the Closing Date; (l) all obligations in respect of accrued and unpaid severance and paid time off of employees of WG Italy, including, in each case, the employer portion of any employment, payroll, unemployment, withholding or similar Taxes in respect thereof, (l) all principal, interest, fees, premiums and other expenses with respect to the Indebtedness described in the foregoing clauses (a) through (l); and (n) all guaranty obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (a) through (m) above.

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

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

“Intellectual Property” means any and all intellectual property or proprietary rights in any jurisdiction throughout the world, including: (i) patents and patent applications (including renewals, extensions, reissues, divisionals, continuations and continuations-in-part); (ii) trademarks (registered or unregistered), service marks, trade dress, trade names, corporate names, logos and slogans (and all translations, adaptations, derivations and combinations of the foregoing) and Internet domain names, together with all goodwill associated with each of the foregoing; (iii) copyrights and copyrightable works; (iv) registrations and applications for any of the foregoing; (v) trade secrets, confidential information (including ideas, formulae, plates, compositions, know-how, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial, business and marketing plans and customer and supplier lists and related information), know-how and inventions; (vi) social media accounts, handles and content; and (vii) rights in computer software (including source code and executable code), data and databases.

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

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

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

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

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

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

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

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

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

“Liens” means any lien, encumbrance, pledge, mortgage, hypothecation, deed of trust, deemed or statutory trust, security interest, prior assignment, claim, lease, sublease, license, Intellectual Property License, right to possession, charge, option, warrant, right of first refusal, easement, servitude, proxy, voting trust or agreement, transfer restriction under any equity holder or similar agreement, encumbrance, or any

other restriction or limitation whatsoever, which affects, by way of a conflicting ownership interest or otherwise, the right, title or interest in or to any particular property, including any Contract granting any of the foregoing.

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

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

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

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

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

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

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

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

“Owned Real Property” means all land, together with all buildings, structures, improvements and fixtures located thereon, including: all electrical, mechanical, plumbing and other building systems; fire protection security and surveillance systems; telecommunications, computer, wiring and cable installations;

utility installations; water distribution systems; and landscaping; and all easements and other rights and interests appurtenant thereto, including air, oil, gas, mineral, and water rights (if any) owned by WG Italy.

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

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

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

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

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

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

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

“Privacy Laws” means any applicable Laws, regulations, and requirements relating to the data privacy, information security, data breach notification, and the processing of Personal Information, including as applicable, the Federal Trade Commission Act, General Data Protection Regulation, and U.S. state privacy laws and regulations including the California Consumer Privacy Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II PURCHASE AND SALE OF TRANSFERRED EQUITY

2.1 Purchase of Transferred Equity. Pursuant to sections 105 and 363 of the Bankruptcy Code, on the terms and subject to the conditions contained in this Agreement and the Sale Order, at the Closing, Seller shall sell, assign, transfer, convey and deliver to the Buyer, free and clear of any Liens, all of Seller’s right, title and interest as of the Closing Date in and to the Transferred Equity, and the Buyer shall purchase, acquire and accept the Transferred Equity from Seller.

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

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

2.4 Payment of the Purchase Price.

(a) At least five (5) Business Days prior to the Closing Date, Seller will furnish to Buyer a certificate (the “Estimated Closing Consideration Certificate”) setting forth, in each case, as of the Closing Date, (A) in reasonable detail Seller’s good faith estimates of Closing Cash (the “Estimated Closing Cash”), Closing Indebtedness (the “Estimated Indebtedness Amount”) (which shall include the payment information for all such Estimated Indebtedness Amount) and Closing Retained Liabilities (the “Estimated Retained Liabilities”); (B) the Estimated Closing Consideration calculated using such estimates, including such schedules and data with respect to the determinations set forth therein as may be reasonably appropriate to support the calculations set forth therein; and (C) a balance sheet of WG Italy substantially similar to the balance sheet attached hereto as Schedule 3.1, which shows the balance of “Other Current Assets”, “Income Tax Receivable”, “Trade Accounts Payable”, “Employee Compensation and Related Liabilities”, “Other Accrued Liabilities”, “Accrued Income Taxes” and “Deferred Income Taxes” as of the Closing Date; provided, that the Estimated Closing Consideration Certificate shall be prepared in accordance with the Accounting Principles.

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

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

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

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

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

2.5 Deposit.

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

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

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

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

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

2.6 Determination of Closing Consideration.

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

(b) Seller shall have the opportunity to dispute Buyer’s calculation as provided in this Section 2.6(b). The Adjusted Closing Consideration Certificate (and the computations of the Proposed Amounts indicated thereon) delivered by the Buyer to Seller shall be deemed to be conclusive and binding upon the parties unless Seller delivers written notice (the “Disputed Items Notice”) to Buyer within fifteen (15) days after receipt by Seller of the Adjusted Closing Consideration Certificate, stating that Seller objects in good faith to any specific line item in the Adjusted Closing Consideration Certificate, specifying in reasonable detail the basis for such objection; provided, that any item set forth in the Adjusted Closing Consideration Certificate that is not specifically disputed by Seller in the Disputed Items Notice shall become binding and conclusive on the parties hereto and not subject to further appeal. Seller and Buyer will attempt to resolve and finally determine and agree upon the Final Closing Consideration in good faith as promptly as practicable and, if the parties so resolve all disputes, the Adjusted Closing Consideration Certificate (and the computations of Proposed Amounts indicated thereon), as amended to the extent necessary to reflect the resolution of the dispute, shall be deemed to be conclusive and binding on the parties. The parties agree that the purpose of determining the Proposed Amounts and any related adjustment

is to “true-up” for the actual amounts of Closing Cash, Closing Indebtedness and Closing Retained Liabilities, and that the same methodology shall be used both for the calculation of estimated and actual amounts (pursuant to Section 2.4(a) and this Section 2.6 respectively; accordingly, such processes are not intended to permit the introduction of different judgments, accounting methods, policies, principles, practices, procedures, classifications or estimation methodologies for the purpose of determining the actual amounts of Closing Cash, Closing Indebtedness and Closing Retained Liabilities.

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

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

(e) Payment of Adjustment Surplus or Adjustment Deficit.

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

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

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

2.7 Post-Closing Payment.

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

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

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

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

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

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

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

ARTICLE III CLOSING DELIVERIES

3.1 Seller's Closing Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer, each of the following:

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

- (b) a duly executed Internal Revenue Service Form W-9 for Seller;
- (c) a copy of the Sale Order entered by the Bankruptcy Court;
- (d) transfer powers, transferring the Transferred Equity from Seller to Buyer, in form and substance satisfactory to Buyer and, to the extent the Transferred Equity is certificated, the certificate(s) evidencing such Transferred Equity duly endorsed by Seller for transfer;
- (e) those documents required under Italian law with respect to the Transferred Equity, including without limitation the power of attorney and certified translation of this Agreement required under Sections 7.1(h) and (i), executed and delivered as described in Section 7.1(g).

3.2 Buyer's Closing Deliveries. At the Closing, Buyer shall deliver or cause to be delivered to Seller:

- (a) the Estimated Closing Consideration in accordance with Section 2.4(b);
- (b) copies of the requisite resolutions of Buyer approving the transactions contemplated by this Agreement; and
- (c) those documents required under Italian law with respect to the Transferred equity, executed and delivered as described in Section 7.2(f).

ARTICLE IV REPRESENTATIONS AND WARRANTIES RELATING TO SELLER

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

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

4.2 Absence of Conflicts; Consents.

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

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

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

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

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

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

ARTICLE V REPRESENTATIONS AND WARRANTIES RELATING TO WG ITALY

As a material inducement to Buyer entering into this Agreement and completing the transactions contemplated by this Agreement and acknowledging that the Buyer is entering into this Agreement in reliance upon the representations and warranties set forth in this Article V, Seller hereby represents and warrants to the Buyer, that:¹

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

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

¹ Note to Draft: Subject to ongoing review and due diligence.

valid, and binding obligations of WG Italy, enforceable against WG Italy in accordance with their terms, subject to the Bankruptcy Exceptions.

5.3 Absence of Conflicts; Consents.

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

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

5.4 Capitalization.

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

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

(c) There are no voting agreements, registration rights, rights of first refusal, preemptive rights, co-sale rights, information rights, financial statement requirements or other similar rights and obligations in respect of the Transferred Equity. There are no voting trusts, irrevocable proxies, or other Contracts or understandings to which WG Italy or Seller is a party or is bound with respect to the voting or consent of the Transferred Equity. There are no bonds,

debentures, notes, or other Indebtedness of WG Italy having the right to vote or consent (or, convertible into, or exchangeable for, securities having the right to vote or consent) on any matters on which equity holders of WG Italy may vote.

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

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

5.5 Corporate Records.

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

5.6 Financial Statements.

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

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

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

(d) Seller has made available a complete and accurate list of all Indebtedness of WG Italy and separately indicates all such Indebtedness that is owed by WG Italy to a Related Person of WG Italy or Seller, including, in each case, the outstanding aggregate principal amount, accrued

but unpaid interest, prepayment premiums, penalties and similar fees, and outstanding fees and expenses associated therewith. WG Italy is not insolvent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.11 Title to and Sufficiency of Assets. WG Italy has good, valid and marketable legal and beneficial title to, or a valid leasehold interest in, all assets and property owned or purported to be owned (or, as applicable, leased or licensed or purported to be leased or licensed) by WG Italy or used in the Business as conducted by WG Italy or to generate revenue for the Business (including those assets and properties reflected in the Interim Balance Sheet), free and clear of all Liens. Such assets and property are sufficient to conduct the Business and operations of WG Italy from and after the Closing without

interruption and in the Ordinary Course of Business as conducted prior to the Closing and as proposed to be conducted following the Closing. No assets and properties owned or purported to be owned by Seller or any of the Companies are used or held for use in the Business or operations of WG Italy. All machinery, vehicles, equipment and other tangible personal property owned or leased by WG Italy or used in the Business or operations of WG Italy or to generate revenue for the Business is in good condition and repair, normal wear and tear excepted. WG Italy does not have any Contract, absolute or contingent, to sell or otherwise transfer any assets of WG Italy other than in the Ordinary Course of Business.

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

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

5.14 Related Party Transactions.

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

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

5.15 Products. Since January 1, 2020, WG Italy has not had any material Liability for non-conformity with any product specifications, contractual commitments, express and implied warranties, or applicable Laws in any material respect of any product designed, manufactured, sold, held in inventory, provided or delivered by WG Italy. WG Italy is or has not been since January 1, 2020, and none of its products are or have been since January 1, 2020, subject to any product recall, withdrawal, seizure, sequestration or quarantine, whether voluntarily or at the discretion or order of any Governmental Authority

or otherwise. No Top Customer is entitled to or benefits from any guaranty or warranty obligation (other than implied warranties arising under Law) with respect to any products provided by WG Italy. No Top Customer is entitled to any material credit or right of set-off with respect to any products provided by WG Italy.

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

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

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

5.19 Employees.

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

(b) Except as set forth on Schedule 5.19(b), WG Italy is not party to, bound by or subject to any Labor Agreement, and no Business Employees are represented by any labor

organization, employee association, union, or a party to any Labor Agreement. Since January 1, 2020, WG Italy has not experienced any strike or material grievance, claim of unfair labor practices or other collective bargaining dispute. No labor organization, employee association, union, or group of Business Employees has made a pending demand for recognition. There are no organizational campaigns, representation proceedings, petitions, negotiations or other unionization activities seeking recognition of a collective bargaining unit or seeking a representation proceeding presently pending or, to WG Italy's Knowledge, threatened to be brought or filed with a labor relations tribunal.

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

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

5.20 Employee Benefit Plans.

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

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

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

5.21 Anti-Corruption & International Risk.

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

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

5.22 Intellectual Property.

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

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

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

5.23 Top Suppliers and Top Customers.

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

Italy. To the Knowledge of Seller, the consummation of the transactions contemplated by this Agreement would not reasonably be expected to have an adverse effect on the business relationship of WG Italy with a Top Supplier.

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

5.24 Contracts and Commitments.

(a) Seller has made available a true, correct and complete list all of the following Contracts to which WG Italy is a party, by which WG Italy or any of its assets or properties are bound, or in respect of which WG Italy receives revenue (such Contracts and any other Contracts required to be so listed, collectively, the “Material Contracts”):

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

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

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

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

- (v) any Contract that provides for, or relates to, Indebtedness;
 - (vi) any Contract relating to the sale, issuance, grant, exercise, award, purchase, repurchase or redemption of any Equity Interests, any options, warrants or other rights to purchase or otherwise acquire any Equity Interests, or any equity appreciation rights, phantom equity, profit participation or similar rights;
 - (vii) any Contract with any labor union, employee association or any collective bargaining agreement or similar Contract with Business Employees;
 - (viii) any settlement agreement with ongoing obligations entered into since January 1, 2020 (including any agreement under which any employment-related claim is settled);
 - (ix) any Contract of guarantee, support, indemnification, assumption or endorsement of, or any similar commitment with respect to, the Liabilities or Indebtedness of any other Person;
 - (x) other than routine employment-related Contracts, any Contract with a Related Person of WG Italy or Seller or, to the Knowledge of Seller, a Family Member of any such Related Person;
 - (xi) any Contract with ongoing obligations pursuant to which WG Italy has acquired a business or entity, or substantially all of the assets of a business or entity, whether by way of merger, consolidation, purchase of Equity Interests, purchase of assets, license or otherwise;
 - (xii) any Contract that restricts WG Italy from (A) engaging in any aspect of the Business, (B) participating or competing in any line of business, market or geographic area, (C) freely setting prices for its products (including most favored customer pricing provisions), (D) soliciting potential employees, consultants, contractors, suppliers or customers or (E) enforcing or using any Intellectual Property owned or purported to be owned by WG Italy;
 - (xiii) any Contract under which WG Italy grants any exclusive rights (including any exclusive license of Intellectual Property), rights of first refusal or rights of first negotiation to any Person;
 - (xiv) any Contract that involves (A) the sharing of profits with other Persons or (B) the payment of royalties to any other Person and
 - (xv) any Contract with any Governmental Authority, any prime contractor, higher-tier subcontractor or reseller to a Governmental Authority, or university, college or other post-secondary educational institution.
- (b) All Material Contracts to which WG Italy is a party, by which WG Italy or any of its assets or properties are bound, or in respect of which WG Italy receives revenue that are required to be disclosed under this Agreement are in written form. True, correct and complete copies of all Material Contracts have been made available to Buyer.
- (c) Each of the Material Contracts is in full force and effect. WG Italy is performing in all material respects all of the obligations required to be performed by it and is entitled to all of

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

5.25 Data Privacy.

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

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

5.26 Inventory.

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

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

5.27 Taxes.

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

respect to any business conducted by WG Italy or any asset of WG Italy, WG Italy has sufficient accruals for such Taxes in the Financial Statements and their books and records.

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

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

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

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF BUYER

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

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

6.2 Authorization of Agreement. Buyer has all requisite capacity, power and authority to execute and deliver this Agreement and each other agreement, document, instrument or certificate contemplated by this Agreement and required to be executed by Buyer in connection with the consummation of the transactions contemplated by this Agreement (collectively, the “Buyer Documents”), and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and each of the Buyer Documents, and the consummation of the

transactions contemplated hereby and thereby, has been duly authorized and approved by all requisite action on the part of Buyer. This Agreement and each of the Buyer Documents has been duly and validly executed and delivered by Buyer and (assuming due authorization, execution, and delivery by the other parties hereto and thereto) this Agreement and each of the Buyer Documents constitute legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with their terms, subject to the Bankruptcy Exceptions.

6.3 Absence of Conflicts; Consents.

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

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

6.4 Proceedings. There are no Proceedings pending or, to the knowledge of Buyer, threatened against Buyer that, individually or in the aggregate, would reasonably be expected to have an adverse effect on the ability of Buyer to consummate the transactions contemplated by this Agreement or any of the Buyer Documents in any material respect.

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

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

6.7 Independent Investigation. Buyer has conducted its own independent investigation, review and analysis of WG Italy and the Transferred Equity, which investigation, review and analysis was done by Buyer and its Affiliates and representatives. In entering into this Agreement, Buyer acknowledges that it has relied solely upon the aforementioned investigation, review and analysis, the representations and

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

ARTICLE VII CLOSING CONDITIONS

7.1 Conditions to Obligations of Buyer. The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to Buyer becoming the Successful Bidder (whether as a result of Seller receiving no Qualified Bid or Qualified Bids other than the bid set forth in this Agreement, or following the conclusion of the Auction, or thereafter as a result of the Successful Bidder failing to close) and to the satisfaction, on or before the Closing Date, of each of the following conditions (any of which may be waived by Buyer, in whole or in part, in its sole and absolute discretion to the extent permitted by applicable Law):²

(a) Representations and Warranties and Covenants.

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

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

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

and

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

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

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

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

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

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

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

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

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

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

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

7.2 Conditions to Obligations of Seller. The obligation of Seller to perform any obligations

hereunder, including to consummate the transactions contemplated by this Agreement, is subject to Buyer becoming the Successful Bidder (whether following the conclusion of the Auction or thereafter as a result of the Successful Bidder failing to close) and to the satisfaction, on or before the Closing Date, of each of the following conditions (any of which may be waived by Seller, in whole or in part, in its sole and absolute discretion to the extent permitted by applicable Law):

(a) Representations and Warranties and Covenants.

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

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

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

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

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

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

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

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

7.3 Frustrations of Closing Conditions. Neither Buyer nor Seller may rely, either as a basis for not consummating the transactions contemplated by this Agreement or terminating this Agreement and abandoning the transactions contemplated hereby, on the failure of any condition set forth in Section 7.1 or Section 7.2, as the case may be, to be satisfied if such failure was caused by such Party's failure to act in good faith, comply with any provisions of this Agreement or use its commercially reasonable efforts to

cause the Closing to occur, as required by Section 10.10.

ARTICLE VIII TAX MATTERS

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

8.2 Tax Returns.

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

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

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

(d) Straddle Period Allocation. In the case of any Straddle Period, (a) real and personal property *ad valorem* Taxes, and other similar Taxes imposed on a periodic basis that, in each case, are not measured by or based on income, gross receipts, or payroll or other expenditures, shall be apportioned between the portion of such Straddle Period ending on the Closing Date and the portion

of such Straddle Period beginning after the Closing Date on a daily pro-rata basis and (b) all other Taxes shall be apportioned between the portion of such Straddle Period ending on the Closing Date and the portion of such Straddle Period beginning after the Closing Date on a closing of the books basis as of the end of the Closing Date; provided, however, that exemptions, allowances, deductions or Taxes that are calculated on an annual basis, such as property Taxes and depreciation deductions, shall be apportioned between such two (2) taxable periods on a daily basis.

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

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

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

ARTICLE IX TERMINATION

9.1 Termination of Agreement.

(a) This Agreement may be terminated as follows:

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

(ii) by the written notice of Buyer or Seller to the other if the Closing shall not have occurred on or prior to the date that is one hundred (100) days after the Petition Date (the "Outside Date"); provided, that such date may be extended by the mutual written consent of Buyer and Seller for a period of up to thirty (30) days to the extent that all conditions to Closing set forth in this Agreement are capable of being satisfied as of such time; and provided, further, that the right to terminate this Agreement under this Section 9.1(a)(ii) shall not be available to any Party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date;

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

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

(v) by Buyer if: (A) the Seller's Chapter 11 Case is dismissed or converted into a case under Chapter 7 of the Bankruptcy Code; or (B) an examiner with expanded powers or trustee is appointed by the Bankruptcy Court;

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

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

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

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

(x) by written notice from Buyer to the Seller if the Stalking Horse Order is

not entered prior to December 13, 2023.

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

9.2 Effect of Termination.

(a) If this Agreement is terminated pursuant to Section 9.1, this Agreement and all rights and obligations of the parties under this Agreement automatically end without Liability against any other Party or its Affiliates, except that Section 10.1 (Publicity), Section 10.8 (Backup Bidder), Article XI (Miscellaneous) and this Section 9.2 shall remain in full force and survive any termination of this Agreement. Notwithstanding the foregoing, but except as contemplated in Section 9.2(b), in the event this Agreement is terminated by a Party because of the knowing and intentional breach of this Agreement by the other Party or because one or more of the conditions to the terminating Party's obligations under this Agreement is not satisfied as a result of the other Party's knowing and intentional failure to comply with its obligations under this Agreement, the terminating Party's right to pursue all legal rights and remedies hereunder and under applicable Law will survive such termination unimpaired.

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

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

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

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

(f) Notwithstanding Section 9.2(a), (i) if this Agreement is terminated pursuant to

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

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

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

(i) The Seller and Buyer acknowledge and agree that the agreements contained in Sections 9.2(d)-(h) are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, neither Buyer nor the Seller would enter into this Agreement.

ARTICLE X COVENANTS

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

10.2 Notices to Governmental Authorities. Prior to, at or after the Closing Date, in each case as

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

10.3 Press Releases and Announcements. Neither Seller nor Buyer shall issue any press releases or public statements related to this Agreement and the transactions contemplated herein without the other Party's prior written consent, which consent will not be unreasonably conditioned, withheld or delayed.

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

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

10.6 Bankruptcy Court Matters.

(a) As promptly as practicable after the execution of this Agreement, Sellers will file with the Bankruptcy Court a motion (the "Stalking Horse Motion") seeking entry of an Order acceptable to Buyer authorizing, among other things, the observance and performance of the terms

of Sections 9.2(e) through (i) by the Companies and Buyer and deeming the Buyer as the “highest and best offer” for the Transferred Equity and approval of the Break-Up Fee (the “Stalking Horse Order”).

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

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

(d) The Companies and Buyer will promptly take such actions as are reasonably requested by Buyer to assist in obtaining entry of the Sale Order and any other Order reasonably necessary in connection with the transactions contemplated by this Agreement as promptly as practicable, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court and making such employees and representatives of Seller, Buyer, and their Affiliates available to testify before the Bankruptcy Court for purposes, among others, of providing necessary assurances of performance by Buyer of its obligations under this Agreement and all other agreements, instruments, certificates and other documents to be entered into or delivered in connection with the transactions contemplated by this Agreement and demonstrating that Buyer is a good faith buyer under Section 363(m) of the Bankruptcy Code.

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

(f) If an appeal is taken, or petition for certiorari or motion for rehearing or re-argument filed, or a stay pending appeal is requested from either the Bidding Procedures Order, the Stalking Horse Order or the Sale Order, the Companies will promptly notify Buyer of such appeal, petition, motion or stay request and the Companies, with input from Buyer, will take all reasonable steps to defend against such appeal, petition, motion or stay request. Notwithstanding the foregoing, nothing in this Agreement precludes the parties from consummating the transactions contemplated by this Agreement if the Sale Order has been entered and has not been stayed and if Buyer, in its sole discretion, waives in writing the condition set forth in Section 7.2(c)

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

(h) The Companies shall comply (or obtain an order waiving compliance) with all requirements under the Bankruptcy Code and Bankruptcy Rules in connection with obtaining approval of the transactions contemplated by this Agreement. The Companies shall serve on all required Persons, including: (i) all Persons who are known to possess or assert a Claim or Lien against or interest in the Purchased Assets; (ii) all applicable Governmental Authorities; (iii) all other Persons required by any order of the Bankruptcy Court, the Bankruptcy Code or the

Bankruptcy Rules; and (iv) using commercially reasonable efforts to serve any other Persons that Buyer reasonably may request, any notice of the motions, hearings, or orders necessary to comply with its obligations under this Section 10.6 and to consummate the transactions contemplated hereby.

10.7 Bankruptcy Court Approval. Buyer and the Companies acknowledge that, under the Bankruptcy Code, the sale of Purchased Assets are subject to approval of the Bankruptcy Court. Buyer and the Companies acknowledge that to obtain such approval, the Companies must demonstrate that they have taken reasonable steps to obtain the highest or best value possible for the Purchased Assets, including giving notice of the transactions contemplated by this Agreement to creditors and other interested parties as ordered by the Bankruptcy Court, providing information about the Purchased Assets to prospective bidders, entertaining higher or better offers from Qualified Bidders and, if necessary, conducting an Auction and selling the Purchased Assets to another Qualified Bidder.³

10.8 Backup Bidder. If an Auction is conducted, and Buyer is not the Successful Bidder at the conclusion of such Auction but is the next highest bidder at the Auction, Buyer shall be required to serve as the Backup Bidder and keep Buyer's bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be revised in the Auction) open and irrevocable until this Agreement is otherwise terminated. If the Successful Bidder fails to consummate the applicable Alternative Transaction as a result of a breach or failure to perform on the part of such Successful Bidder, then the Backup Bidder will be deemed to have the new prevailing bid, and the Companies may consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may have been improved upon in the Auction). Buyer acknowledges that time is of the essence in achieving Closing and shall undertake all commercially reasonable efforts to reach Closing in a timely manner.

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

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

³ Note to Draft: Bid protections subject to court approval referenced elsewhere.

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

10.12 2024 Lead Ingots Purchase Agreement. Following the date hereof and prior to the Closing, Seller shall, and shall cause WG Italy to, use reasonable best efforts to enter into a purchase agreement with WG Italy's existing lead supplier for the purchase of lead ingots for the calendar year ending December 31, 2024, the term of which agreement shall be limited to twelve (12) months and the pricing to be on substantially similar terms as were set forth in the

existing agreement between WG Italy and such supplier.

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

ARTICLE XI MISCELLANEOUS

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

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

or the exercise of any other right, power or remedy, including injunctive relief. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law or equity.

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

Notices to Seller:

4400 Otter Lake Rd
White Bear Township, MN 55110

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

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

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

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

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

Notices to Buyer:

133 Fanjoy Road
Statesville, NC 28625

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

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

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

Attention: Luis Lluberas
Email: luislluberas@mvalaw.com
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11.4 Binding Agreement; Assignment; No Third Party Rights. This Agreement binds and benefits the Parties and their respective successors (including any trustee, receiver, receiver-manager, interim receiver or monitor or similar officer appointed in any respect of Seller under Chapter 11 or Chapter 7 of the Bankruptcy Code and any Person appointed as a successor to Seller pursuant to a confirmed Chapter 11 plan). No Party may delegate any performance of its obligations under this Agreement, except that Buyer may at any time delegate the performance of its obligations to any Affiliate of Buyer so long as Buyer

remains fully responsible for the performance of the delegated obligation. Nothing expressed or referred to in this Agreement will be construed to give any Person, other than the Parties to this Agreement (which includes any trustee, receiver, receiver-manager, interim receiver or monitor or similar officer appointed in any respect of Seller under Chapter 11 or Chapter 7 of the Bankruptcy Code and any Person appointed as a successor to Seller pursuant to a confirmed Chapter 11 plan).

11.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Law, but if any provision of this Agreement is held to be prohibited by or invalid under Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement. Upon a determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties hereto as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

11.6 Construction.

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

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

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

party, under any Contract or otherwise.

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

11.7 Expenses. Except as otherwise expressly provided in this Agreement, Seller, on the one hand, and Buyer, on the other hand, shall each bear their own expenses incurred in connection with the negotiation and execution of this Agreement and each other agreement, document and instrument contemplated by this Agreement and the consummation of the transactions contemplated hereby and thereby.

11.8 Further Assurances.

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

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

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

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

11.11 Governing Law. This Agreement shall be governed by and interpreted and enforced in

accordance with the Laws of the State of Delaware, without giving effect to the conflicts of law principles thereof.

11.12 Consent to Jurisdiction and Service of Process. WHILE THE CHAPTER 11 CASES ARE PENDING, ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OBLIGATIONS HEREUNDER, SHALL BE BROUGHT IN THE BANKRUPTCY COURT. IF THE CHAPTER 11 CASES ARE NOT PENDING, OR IN THE EVENT THE BANKRUPTCY COURT ABSTAINS FROM HEARING A DISPUTE, ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OBLIGATIONS HEREUNDER, SHALL BE BROUGHT IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE OR ANY FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF DELAWARE. BY EXECUTING AND DELIVERING THIS AGREEMENT, THE PARTIES, IRREVOCABLY (I) ACCEPT GENERALLY AND UNCONDITIONALLY THE EXCLUSIVE JURISDICTION AND VENUE OF THESE COURTS; (II) WAIVE ANY OBJECTIONS WHICH SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT IN THE COURTS REFERRED TO IN CLAUSE (I) ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM; (III) AGREE THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO SUCH PARTY AT THEIR RESPECTIVE ADDRESSES PROVIDED IN ACCORDANCE WITH SECTION 12.2; AND (IV) AGREE THAT SERVICE AS PROVIDED IN CLAUSE (III) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER SUCH PARTY IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT. THE PARTIES HERETO IRREVOCABLY WAIVE, AND AGREE TO CAUSE THEIR SUBSIDIARIES TO WAIVE, THE RIGHT TO TRIAL BY JURY IN ANY ACTION TO ENFORCE OR INTERPRET THE PROVISIONS OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. NOTWITHSTANDING THE FOREGOING CONSENT TO JURISDICTION, SO LONG AS THE BANKRUPTCY COURT HAS JURISDICTION, EACH OF THE PARTIES AGREES THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION WITH RESPECT TO ANY MATTER UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND HEREBY SUBMITS TO THE JURISDICTION OF THE BANKRUPTCY COURT.

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

with the adjudication and the enforcement of its rights under this Agreement.

11.14 Counterparts; Electronic Delivery. This Agreement and any Transaction Document may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. In the event that a signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” or other electronic format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile, “.pdf,” or other electronic format signature page were an original thereof.

* * * * *

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

SELLER:

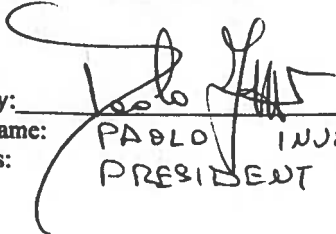
WATER GREMLIN HOLDINGS, INC.

By: Bradley J. Hartzell
Name: BRADLEY J. HARTSELL
Its: PRESIDENT

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

BUYER:

ACCUMA CORPORATION

By: 

Name:

PABLO INVERNIZZI

Its:

PRESIDENT

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

(i) Equity Purchase Price	\$ 6,500,000
plus (ii) Estimated Closing Cash	\$ 6,827,888
minus (d) Closing Indebtedness Amount	\$ (1,277,431)
minus (e) Closing Retained Liabilities	\$ (523,802)

(a) Closing Consideration	\$ 11,526,654
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Plus: 95% of Final Receivables	\$ 2,389,943
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Plus: 95% of Final Inventory	\$ 5,012,417
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(b) Post-Closing Consideration	\$ 7,402,360
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Total Purchase Price (a+b)	\$ 18,929,014
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<i>Deposit</i>	<i>\$ 1,892,901</i>
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2.4(c) At Closing

Estimated Closing Consideration	\$ 11,526,654
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Less: Deposit	\$ (1,892,901)
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Less: 2.4(d) Estimated Closing Cash	\$ (6,827,888)
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Buyer Payment At Closing	\$ 2,805,865
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Schedule 3.1

See attached.

Water Gremlin Aquila Company
Balance Sheet
For the Month Ending September 30, 2023

		PURCHASE ACCOUNTING ADJUST.			IT GAAP (USD @ 1.09) EPA Category
		ITALIAN GAAP	DEBIT / (CREDIT)	US GAAP	
3	CURRENT ASSETS				
1	CASH AND EQUIVALENTS	6,264,117.35	-	6,264,117.35	6,827,887.91 Cash
2	ACCOUNTS RECEIVABLE	2,257,930.80	117,476.41	2,375,407.21	2,461,144.57 Accounts Receivable
2	EMPLOYEES AND OTHER	50,077.87	-	50,077.87	54,584.88 Accounts Receivable
	INVENTORIES				
	RAW MATERIALS	1,367,928.78	55,900.48	1,423,829.26	1,491,042.37 Inventory
	WORK IN PROCESS	631,189.98	229,663.27	860,853.25	687,997.08 Inventory
	FINISHED GOODS	2,841,457.89	597,207.91	3,438,665.80	3,097,189.10 Inventory
2	TOTAL INVENTORIES	4,840,576.65	882,771.66	5,723,348.31	5,276,228.55
1	OTHER CURRENT ASSETS	67,569.35	-	67,569.35	73,650.59 Indebtedness
	DEFERRED TAX	-	-	-	- Indebtedness
1	INCOME TAX RECEIVABLE	385,614.67	(372,889.67)	12,725.00	420,319.99 Indebtedness
	TOTAL CURRENT ASSETS	13,865,886.69	627,358.40	14,493,245.09	15,113,816.49
	FIXED ASSETS				
3	LAND	18,135.62	734,666.38	752,802.00	19,767.83 Equity
3	BUILDINGS AND IMPROVEMENTS	510,800.82	764,280.90	1,275,081.72	556,772.89 Equity
3	MACHINERY AND EQUIPMENT	737,511.85	1,743,616.01	2,481,127.86	803,887.92 Equity
3	OFFICE FURNITURE AND FIXTURES	12,350.70	(11,810.32)	540.38	13,462.26 Equity
3	MACHINERY & EQUIPMENT UNDER CAPITAL LEASES	-	-	-	- Equity
3	AUTOMOBILES AND TRUCKS	-	-	-	- Equity
3	MACHINERY UNDER CONSTRUCTION	332,913.71	-	332,913.71	362,875.94 Equity
	TOTAL FIXED ASSETS	1,611,712.70	3,230,752.97	4,842,465.67	1,756,766.84
	OTHER ASSETS				
3	OTHER LONG TERM ASSETS	-	-	-	- Equity
3	PATENT COSTS	-	30,558.81	30,558.81	- Equity
3	GOODWILL	-	2,155,740.00	2,155,740.00	- Equity
	TOTAL OTHER ASSETS	-	2,186,298.81	2,186,298.81	-
	TOTAL ASSETS	15,477,599.39	6,044,410.18	21,522,009.57	16,870,583.34
	LIABILITIES AND EQUITY				
	CURRENT LIABILITIES	ITALIAN GAAP	DEBIT	US GAAP	
1	TRADE ACCOUNTS PAYABLE	(689,226.95)	(80,172.04)	(769,398.99)	(751,257.38) Indebtedness
	NOTE PAYABLE - LINE OF CREDIT	-	-	-	- Indebtedness
	CURRENT PORTION OF LT DEBT	-	-	-	- Indebtedness
	AMOUNT DUE TO OFFICER-STOCKHOLDER	-	-	-	- Indebtedness
1	EMPLOYEE COMPENSATION AND RELATED LIABILITIES	(329,804.08)	-	(329,804.08)	(359,486.45) Indebtedness
1	OTHER ACCRUED LIABILITIES	(72,995.29)	-	(72,995.29)	(79,564.87) Indebtedness
1	ACCRUED INCOME TAXES	(533,113.00)	372,889.67	(160,223.33)	(581,093.17) Indebtedness
1a	CUSTOMER DEPOSITS	(30,920.73)	-	(30,920.73)	(33,703.60) Retained Liabilities
	CURRENT DEFERRED TAX LIABILITIES	-	-	-	- Indebtedness
	TOTAL CURRENT LIABILITIES	(1,656,060.05)	292,717.63	(1,363,342.42)	(1,805,105.45)
	LONG TERM DEBT				
	LONG TERM NOTE PAYABLE	-	-	-	- Indebtedness
1a	DEFERRED COMPENSATION	(449,631.99)	-	(449,631.99)	(490,098.87) Retained Liabilities
	OBLIGATIONS UNDER CAPITAL LEASES	-	-	-	- Indebtedness
1	DEFERRED INCOME TAXES	-	(1,171,750.93)	(1,171,750.93)	- Indebtedness
	TOTAL LONG TERM DEBT	(449,631.99)	(1,171,750.93)	(1,621,382.92)	(490,098.87)
	STOCKHOLDERS' EQUITY				
3	CAPITAL STOCK	(491,000.00)	-	(491,000.00)	(535,190.00) Equity
3	RETAINED EARNINGS	(11,451,104.77)	1,130,610.30	(10,320,494.47)	(12,481,704.20) Equity
3	RETAINED EARNINGS - CURRENT YEAR INCOME	(1,429,802.58)	(75,489.33)	(1,505,291.91)	(1,558,484.81) Equity
	ADDITIONAL PAID IN CAPITAL	-	(6,220,497.85)	(6,220,497.85)	- Equity
	ACCUMULATED OTHER COMPREHENSIVE INCOME	-	-	-	- Equity
	TOTAL STOCKHOLDERS' EQUITY	(13,371,907.35)	(5,165,376.88)	(18,537,284.23)	(14,575,379.01)
	TOTAL LIABILITIES AND EQUITY	(15,477,599.39)	(6,044,410.18)	(21,522,009.57)	(16,870,583.34)
		-	-	-	

Disclosure Schedule
to the
Equity Purchase Agreement
by and between
Accuma Corporation
and
Water Gremlin Holdings, Inc.
(formerly known as Okabe Holding USA, Inc.)
dated as of
November 30, 2023

Schedule 4.2

Absence of Conflicts; Consents

(a) Absence of Conflicts

(i) Approval of Seller is required under its Organizational Documents.

(b) Consents

None

Schedule 4.5
Brokerage

Intrepid Investment Bankers

Schedule 5.8
Absence of Certain Changes

(g) Capital Expenditures

1. Solar Panel Installation - \$293,977
2. Changing Room and Canteen Renovation – Ongoing – Estimated total spend \$469,863

Schedule 5.13
Powers of Attorney

Mascia Cavazzi, General Manager of WG Italy

Schedule 5.17

Brokerage

Intrepid Investment Bankers

Schedule 5.18

Real Property

Address: Via Firenze, 1C/3, 25060 Cellatica BS, Italy

See Attachment 5.18 for parcel description.

Agenzia del Territorio
CATASTO FABBRICATI
Ufficio provinciale di
Brescia

Dichiarazione protocollo n. BS0238027 del 06/06/2008
Planimetria di u.i.u. in Comune di Cellatica
Via Firenze

Identificativi Catastali:

Sezione:	NCT
Foglio:	2
Particella:	93
Subalterno:	10

Compilata da:
Cloza Camillo
Iscritto all'albo:
Geometri
Prov. Brescia

Scala 1: 500

PIANO TERRA

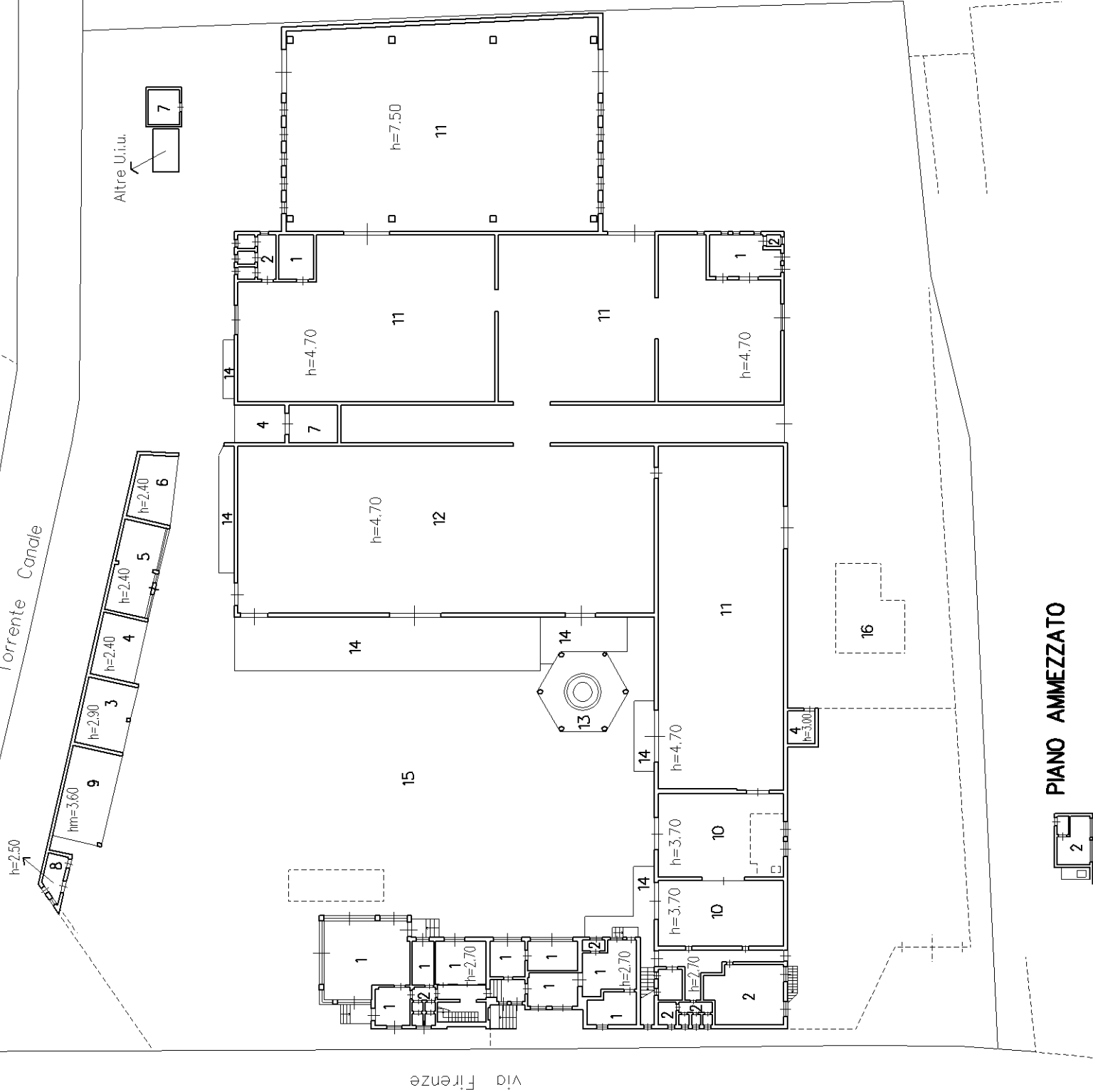
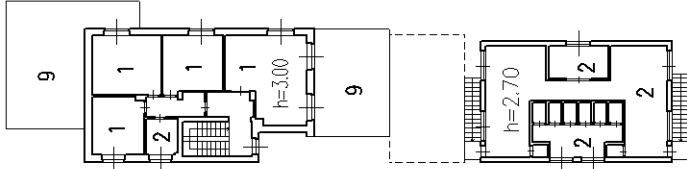
Torrente Canale

Altre U.i.u.

LEGENDA

PIANO PRIMO

- 1-Uffici
- 2-Servizi e spogliatoi
- 3-Box
- 4-Ripostiglio-Disimpegno
- 5-Officina
- 6-Locale compressori
- 7-Cabina elettrica
- 8-Cabina metano
- 9-Balcone-Terrazzo
- 10-Magazzino e stoccaggio
- 11-Lavorazione e produzione
- 12-Fonderia con carro ponte
- 13-Torre metallica
- 14-Pensilina
- 15-Area scoperta di pertinenza
- 16-Vasca raffreddamento acqua



PIANO AMMEZZATO

Catasto dei Fabbricati - Situazione al 26/10/2023 - Comune di CELLATICA(C439) - < Sez. urbana NCT - Foglio 2 - Particella 93 - Subalterno 10 >
VIA FIRENZE n. 1-3 Piano T-1

Schedule 5.19(b)

Employees

Labor Agreement: Second Level Company Agreement - Performance Bonus, executed March 24, 2023, between Water Gremlin Aquila Company S.p.A. and the Unitary Trade Union Representatives, assisted by the Italian Federation of Metalworkers of the Italian General Confederation of Labour (*Accordo Aziendale Pointe di Secondo Livello – Premio Di Risultato, Cellatica 24 Marzo 2023, tra la Società Water Gremlin Aquila Company S.p.A. e le Rappresentanze Sindacali Unitarie, assistite dale OO.SS. FIOM CGIL*)

Schedule 5.22
Intellectual Property

(a) Owned Intellectual Property

See Attachment 5.22 for information regarding Patent N. 0001375513.

(b) Licensed Intellectual Property

None.



DOTT. GIOVANNI LECCE & C. SRL

Ufficio Internazionale Brevetti - Patent and Trade Mark Attorneys

European Patent Attorneys: Avv. Giovanni Lecce*

Consulenti in Brevetti: Dott. Luigi Magistris - Ing. Maurizio Bisogni

Consulente in Marchi: Avv. Angela Zampetti



Milano, 4 marzo 2011

Spettabile
WATER GREMLIN AQUILA
COMPANY S.P.A.
Via Firenze, 1 C/3
25060 CELLATICA BS

MILANO - sede

Via Fratelli Ruffini, 9
20123 Milano
Tel. +39 02.437851
+39 02.437863
Fax +39 02.460724
+39 02.460561
glecce@brevetti-lecce.it

RACCOMANDATA
GL.ge LE2006080009

OGGETTO: ITALIA - Domanda di brevetto per invenzione industriale
n. MI2006A001748 depositata il 13/09/2006

Abbiamo il piacere di trasmetterVi, in allegato, l'attestato di concessione della domanda di brevetto in oggetto, i cui dati sono i seguenti:

Brescia

Via Vittorio Emanuele II, 4
25122 Brescia
Tel. +39 030.3757626
Fax +39 030.3771012
glecce@brevetti-lecce.it

Titolare	AQUILA PIOMBO S.R.L.
Titolo	"Procedimento per la realizzazione di una bussola per polo o terminale di batteria elettrica, un'apparecchiatura per attuare il procedimento nonché bussola per polo"
Domanda n.	MI2006A001748
Data di deposito	13/09/2006
Brevetto n.	1375513
Data di concessione	07/06/2010
Durata	20 anni dalla data di deposito condizionatamente al pagamento delle tasse di mantenimento
Attuazione	obbligatoria entro 3 anni dalla data di concessione

Reggio Emilia

Internazionale Brevetti
Via Toschi, 15
42100 Reggio Emilia
Tel. +39 0522.432995
+39 0522.541503
Fax +39 0522.541503
carlo.casotti@libero.it

Crema

Studio Tutela Brevetti
Via Capergnanica, 8/H
26013 Crema
Tel. +39 0373.204143
glecce@brevetti-lecce.it

Alleghiamo la nostra fattura per l'attività svolta e con l'occasione ci è gradito porgerVi i nostri migliori saluti.

Avv. Giovanni Lecce
(Il Procuratore generale)

All.: attestato + promemoria + fattura

N.B.: l'attestato di registrazione viene rilasciato sempre a nome del primo titolare anche se sono state depositate delle trascrizioni successivamente.

www.brevetti-lecce.it

Cod. Fisc. e Part. Iva - R.I. MI 01579020155 - R.E.A. MI 772565 - Cap. Soc. € 10.400,00 i.v.



Ministero dello Sviluppo Economico
Direzione generale per la lotta alla contraffazione
Ufficio Italiano Brevetti e Marchi

ATTESTATO DI BREVETTO PER INVENZIONE INDUSTRIALE

N. 0001375513

Il presente brevetto viene concesso per l'invenzione della domanda sotto specificata:

num. domanda	anno	C.C.I.A.A.	data pres. domanda	classifica
001748	2006	MILANO	13/09/2006	H01M

TITOLARE/I AQUILA PIOMBO S.R.L.
CELLATICA (BS)

MANDATARIO LECCE GIOVANNI

INDIRIZZO LECCE AVV. GIOVANNI
VIA F.LLI RUFFINI, 9
20123 MILANO

TITOLO PROCEDIMENTO PER LA REALIZZAZIONE DI UNA BUSSOLA
PER POLO O TERMINALE DI BATTERIA ELETTRICA,
UN'APPARECCHIATURA PER ATTUARE IL PROCEDIMENTO
NONCHE' BUSSOLA PER POLO.

INVENTORE/I SCOTTI CLAUDIA



Camera di Commercio Ind.
Art. e Agricoltura di Milano

05 LUG 2010

L'Ufficiale Rogante
R. SCOGLIO

CCIAA di Milano
Ufficio Brevetti e Marchi
DELLA DIREZIONE REGIONALE

Roma, 07/06/2010

IL DIRIGENTE
Ing. RICCARDO COPPO

DOTT. GIOVANNI LECCE & C. S.R.L.

04/03/2011

PROMEMORIA

Il titolare del brevetto ha l'onere di attuare l'invenzione, salvo che tale attività non sia impedita da cause indipendenti dalla sua volontà, nei termini sotto specificati:

- a. entro i tre anni successivi al rilascio del brevetto;
- b. comunque dopo quattro anni dal deposito della relativa domanda se questo termine scade successivamente al precedente.

L'attuazione si concretizza in forma di realizzazione del prodotto oggetto dell'invenzione nel territorio dello Stato, ovvero sotto forma di importazione da uno degli Stati membri della Comunità Europea del prodotto stesso, in base a quanto stabilito dalla Legge 22.2.1994 n. 146 che ha modificato gli artt. 53 e 54 Legge invenzioni.

L'invenzione si considera inoltre attuata (art. 52 L. i.) se l'oggetto che da essa discende è stato proposto in una esposizione ufficiale o ufficialmente riconosciuta ai sensi della convenzione firmata a Parigi il 22.11.1928, a condizione che tale oggetto sia rimasto esposto per almeno 10 giorni o, in caso di manifestazione di più breve durata, per tutto il periodo di essa.

L'attuazione è obbligatoria entro tre anni dalla data di concessione.

In caso di mancata o inadeguata attuazione senza valide giustificazioni, qualsiasi terzo interessato diverso dal contraffattore è legittimato ad avviare la procedura per il rilascio della cosiddetta "licenza obbligatoria". La disposizione di cui sopra si estende ai brevetti per modello di utilità, ma non ai modelli ornamentali, che non decadono per mancata o inadeguata attuazione.

Se l'invenzione non viene attuata dal titolare e nessun terzo interessato promuove la procedura per il rilascio della licenza obbligatoria, il diritto di privativa non decade; viceversa, se l'invenzione non viene attuata entro due anni dai terzi che abbiano ottenuto la prima licenza obbligatoria, il diritto di privativa si estingue.

A norma dell'art. 50 L.i., il titolare di un brevetto o modello che non abbia già concesso una licenza esclusiva può, inoltre, chiedere al competente ufficio di sottoporre la propria privativa al regime della **licenza di diritto**, in base alla quale si impegna a concedere a terzi una licenza per l'utilizzazione non esclusiva dell'invenzione; al titolare deriverà, da questa concessione, oltre a una riduzione delle tasse annuali pari al 50%, un equo compenso che sarà corrisposto dai terzi licenziatari.

G



DOTT. GIOVANNI LECCE & C. SRL

Ufficio Internazionale Brevetti

Via Fratelli Ruffini, 9 - 20123 Milano

RECOMFANDE

R

Modulo 52 (1/2019)
BREVETTI - 20.11.2019



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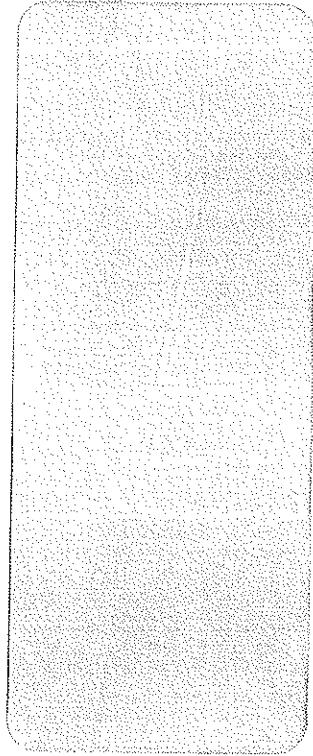
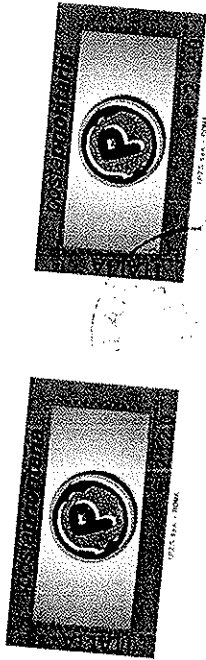


Exhibit C

Stalking Horse Agreement Marked Against Proposed Asset Purchase Agreement

~~AUCTION DRAFT~~Execution Version

~~ASSET~~EQUITY PURCHASE AGREEMENT

by and ~~among~~between

~~[]~~,

~~Water Gremlin Company,~~

~~WG Sub, LLC~~

Accuma Corporation

and

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

dated as of

~~[]~~November 30, 2023

~~**[DRAFT FOR DISCUSSION PURPOSES ONLY. CIRCULATION OF THIS DRAFT DOES NOT GIVE RISE TO ANY DUTY TO NEGOTIATE OR CREATE OR IMPLY ANY OTHER LEGAL OBLIGATION. NO LEGAL OBLIGATION OF ANY KIND SHALL ARISE UNDER THIS AGREEMENT UNLESS AND UNTIL A DEFINITIVE AGREEMENT IS EXECUTED AND DELIVERED BY ALL PARTIES.]**~~

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ASSET EQUITY PURCHASE AGREEMENT

THIS ASSET EQUITY PURCHASE AGREEMENT (this “Agreement”) is made as of ~~[]~~ November 30, 2023 (the “Effective Date”), by and ~~among Water Gremlin Company, a Minnesota corporation (“WG MN”), WG Sub, LLC, a Delaware limited liability company (“WG DE”), and between~~ Water Gremlin Holdings, Inc. (formerly known as Okabe Holding USA, Inc.), an Illinois corporation (“Holdings” and together with WG MN and WG DE, the “Companies”) and [], a [], file number 63566896 (“Seller”) and Accuma Corporation, a North Carolina corporation (“Buyer”). Each of ~~the Companies and Buyer~~ and Seller are collectively referred to herein as the “Parties” and individually as a “Party”.[†]

RECITALS

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

WHEREAS, ~~on the terms and subject to the conditions set forth in this Agreement, Buyer desires to acquire from each Company, and each Company desires to sell to Buyer, substantially all of the assets of each Company and the Business conducted by each Company and the Acquired Company, and Buyer desires to assume, and each Company desires to assign and transfer, certain limited liabilities of such Company incurred in connection with the Business, in each case, as more fully set forth herein~~ Seller owns all of the issued and outstanding Equity Interests of Water Gremlin Aquila Company S.p.A, a Società per Azioni, (Italian joint stock company) (“WG Italy” and such Equity Interests, the “Transferred Equity”).

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

WHEREAS, the transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated only pursuant to the Sale Order approving such sale free and clear of all Liens ~~(except Permitted Liens)~~ and Claims, all as more specifically provided in this Agreement, and in accordance with Sections 105, ~~363~~ and 365363 of the Bankruptcy Code and other applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Bidding Procedures Order.

WHEREAS, ~~the Companies~~ Seller and Buyer have negotiated in good faith and at arm’s length for the purchase and sale of the ~~Purchased Assets, and the assumption of certain Liabilities associated therewith,~~ Transferred Equity subject to the terms and conditions set forth herein.

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

[†] ~~Note to Draft: Subject to review by Italian counsel with respect to matters regarding the Acquired Company.~~

ARTICLE I DEFINITIONS

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

~~“Acquired Claim” means any claim, counterclaim, setoff, recoupment, action or cause of action of any kind or nature whatsoever and other similar rights, demands, lawsuits and complaints, debts, losses, obligations, liabilities, rights, rights of recovery and damages of every kind or nature whatsoever, whether known or unknown, asserted or un-asserted, and whether for general, special, statutory, punitive or other damages, sanctions, costs, or attorney’s fees, or for equitable, declaratory, injunctive, reimbursement, or other relief, in each case including all derivative claims and whether currently pending or in process and whether arising in the past, present or future and in respect of any period of time.~~

~~“Acquired Company” means Water Gremlin Aquila Company S.p.A., a Società per Azioni (joint stock company) organized under the laws of Italy~~Accounting Firm” means, KPMG Italy, or in the event KPMG Italy is unavailable, an Accounting Firm based in or operating in Italy with expertise in financial analysis mutually satisfactory to Buyer and Seller.

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

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

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

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

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

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

~~“Alternative Transaction” a transaction or series of related transactions pursuant to which the Companies accept~~Seller accepts a bid for ~~all or a substantial and material portion of the Purchased Assets or any group of assets that includes all or a substantial and material portion of the Purchased Assets~~Transferred Equity, from a Person other than Buyer or any Affiliate of Buyer, as the highest or best offer, in accordance with the Bidding Procedures Order, but does not mean the sale of goods or services of the Business conducted in the Ordinary Course of Business, other than in accordance with the Bidding Procedures Order.

~~“Approved Budget” has the meaning set forth in the DIP Financing Orders.~~

~~“Assignment and Bill of Sale” means that certain Assignment and Bill of Sale, dated as of the date hereof, by and between Buyer and each Company.~~

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

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

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

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

~~“Avoidance Action” means any claim, right or cause of action of any Company arising under Chapter 5 of the Bankruptcy Code and any analogous state law claims relating to the Purchased Assets or the Business.~~

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

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

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

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

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

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

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

“Business” means ~~the business of each Company as conducted by such Company prior to the Effective Date~~ lead acid battery terminal manufacturing, sales and distribution.

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

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

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

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

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

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

“Chapter 11 Cases” means the cases commenced by the Companies² on the Petition Date under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

~~“Claim~~

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

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

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

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

“Closing Inventory Amount” has the meaning set forth in Section ~~101(5) of the Bankruptcy Code~~ 2.7(a).

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

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

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

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

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

“Contract” means any ~~written~~ contract, ~~mortgage, purchase or sale order~~ agreement, commitment, indenture, note, bond, mortgage, charge, loan agreement, instrument, ~~note~~ lease, ~~commitment~~ sublease, agreement to lease, occupancy agreement, license, purchase order, service agreement, bill of lading, sales order or other arrangement, understanding, undertaking, lease commitment or ~~other legally binding agreement, in each case~~ obligation, whether written or oral, ~~other than Permits or employee benefit plans.~~

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

~~“Cure Cost” means cure costs, as determined by the Bankruptcy Court, if any, to cure all defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults, if any,~~

~~under a Contract (giving effect to any mutual agreement with the Contract Counterparty to such Contract).~~

~~“DIP Financing Orders” means the Order or Orders of the Bankruptcy Court entered in the Chapter 11 Cases authorizing the Companies to obtain debtor in possession financing pursuant to the Approved Budget and such other terms and conditions as set forth therein~~

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

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

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

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

“Environmental and Safety Requirements” means, whenever in effect, all applicable federal, state and local statutes, regulations, ordinances, codes and other provisions having the force or effect of Law and all judicial and administrative orders and determinations concerning worker health and safety, pollution or protection of the environment.

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

~~“Estate Causes of Action Against Insiders and Affiliates” means all rights, claims and causes of action that the Companies may have against both current and former Insiders and current and former Affiliates (as those terms are defined in 11 U.S.C. §§ 101(2) and (31)), including without limitation, breach of fiduciary duty claims, if any, as well as any claims or causes of action based on underlying tort liability (including but not limited to, veil piercing, and alter ego claims), and causes of action available under Chapter 5 of the Bankruptcy Code. For the avoidance of doubt, rights, claims and causes of action, including without limitation Avoidance Actions and Trade Causes of Action that the Companies may have against third parties who are not current or former Insiders or current or former Affiliates are not Estate Causes of Action Against Insiders and Affiliates.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Final Order” means an order of the Bankruptcy Court or other court of competent jurisdiction: (i) as to which no appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing or motion for new trial has been timely filed or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all respects without the possibility for further appeal or rehearing thereon; (ii) as to which the time for instituting or filing an appeal, motion for rehearing or motion for new trial shall have expired; and (iii) as to which no stay is in effect; provided, that (x) the filing or pendency of a motion under Federal Rule of Bankruptcy Procedure 9024(b) shall not cause an order not to be deemed a “Final Order” unless such motion shall be filed within fourteen (14) calendar days of the entry of the order at issue, and (y) the threat or possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or analogous Federal Rule of Bankruptcy Procedure, may be filed shall not cause an order not

to be deemed a “Final Order” unless such motion shall be filed within fourteen (14) calendar days of the entry of the order at issue.

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

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

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

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

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

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

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

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

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

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

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

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

“Intellectual Property” means any and all intellectual property or proprietary rights in any jurisdiction throughout the world, including: (i) patents and patent applications (including renewals, extensions, reissues, divisionals, continuations and continuations-in-part); (ii) trademarks (registered or unregistered), service marks, trade dress, trade names, corporate names, logos and slogans (and all translations, adaptations, derivations and combinations of the foregoing) and Internet domain names, together with all goodwill associated with each of the foregoing; (iii) copyrights and copyrightable works; (iv) registrations and applications for any of the foregoing; (v) trade secrets, confidential information (including ideas, formulae, plates, compositions, know-how, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial, business and marketing plans and customer and supplier lists and related information), know-how and inventions; (vi) social media accounts, handles and content; and (vii) rights in computer software (including source code and executable code), data and databases.

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

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

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

~~“Knowledge” as used in the phrases “to the Knowledge of the Companies”, “to the Companies’ Knowledge” or phrases of similar import means the actual knowledge of Bradley J. Hartse~~IT Systems” means the software, systems, servers, network equipment and other information technology systems owned, leased or licensed by WG Italy.

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

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

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

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

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

“Liens” means any lien, encumbrance, pledge, mortgage, pledge, security hypothecation, deed of trust, deemed or statutory trust, security interest, encumbrance prior assignment, claim, Tax lease, liensublease, license or charge of any kind.

~~“Material Adverse Effect” means any event, occurrence, fact and/or change (or combination of the foregoing) which has had or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Business or the Purchased Assets, taken as a whole, provided, that, in no event shall any of the following be deemed to constitute, nor shall any of the following be taken into account in determining whether there has been or will be, a Material Adverse Effect: (A) the announcement of this Agreement or the pendency of the transactions contemplated hereby and the negotiation, execution or performance of this Agreement or the consummation of the transactions contemplated hereby; (B) the identity of the Buyer or any action taken or proposed to be taken by the Buyer or any of its Affiliates; (C) actions or omissions taken or not taken by or on behalf of the Companies in compliance with an Order from the Bankruptcy Court (or any other Governmental Authorities of competent jurisdiction in connection with the Chapter 11 Cases); (D) events, changes or circumstances arising from or caused by the announcement of this Agreement or the commencement or continuation of the Chapter 11 Cases or the events, changes or circumstances that substantially contributed to, or resulted in, the commencement of such proceedings; (E) any failure to meet any projections, budgets, forecasts, estimates, plans, predictions, performance metrics or operating statistics; (F) any action taken (or omitted to be taken) at the request or with the consent of Buyer or any of its Affiliates; (G) any action taken (or not taken) by the Companies or any of their Affiliates or representatives that is required, expressly contemplated or permitted to be taken (or not taken) pursuant to this Agreement; (H) changes in the amount of cash held by the Acquired Company, including without limitation any dividend of cash by the Acquired Company to Holdings; (I) any and all items, title exceptions, imperfections, irregularities, defects of title or other matters of record on or prior to the date hereof; (J) any matter disclosed on the Disclosure Schedule; (K) changes affecting any of the industries in which the Business operates generally or the economy generally; (L) changes affecting general economic or capital market conditions or general changes in political or regulatory conditions; (M) a national or international political or social conditions or any national or international hostilities, acts of terror or acts of war; (N) any acts of God, natural disasters, earthquakes or hurricanes; (N) any change in any Law or GAAP (or changes in interpretations or enforcement of any Law or GAAP) or any action~~

~~required to be taken under applicable Law; and (O) global health conditions, including any epidemic, pandemic, or disease outbreak (including the COVID-19 virus and any COVID-19 measures, such as any quarantine, “shelter in place,” “stay at home,” social distancing, shut down, closure, sequester or any other Law, in each case, enacted by any applicable Governmental Authority, including the Centers for Disease Control and Prevention); except to the extent, in the case of each of the clauses K), (L), (M), (N) and (O), where the same has a disproportionate impact on the Business as compared to the other Persons in the same industry, Intellectual Property License, right to possession, charge, option, warrant, right of first refusal, easement, servitude, proxy, voting trust or agreement, transfer restriction under any equity holder or similar agreement, encumbrance, or any other restriction or limitation whatsoever, which affects, by way of a conflicting ownership interest or otherwise, the right, title or interest in or to any particular property, including any Contract granting any of the foregoing.~~

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

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

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

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

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

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

“Organizational Documents” of a Person means the articles of incorporation, certificate of incorporation, charter, bylaws, articles of formation, articles of association, operating agreement, certificate of limited partnership, partnership agreement, limited liability company agreement, certificate of formation, trust agreement, trust deed and all other similar documents, instruments or certificates

executed, adopted, or filed in connection with the creation, formation, or organization of such Person, including any amendments thereto.

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

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

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

“Permitted Lien” means ~~(i) non-monetary encumbrances or non-monetary impediments against any of the Purchased Assets which do not, individually or in the aggregate, adversely affect the operation of the Purchased Assets, (ii) licenses granted on a non-exclusive basis, (iii) easements, rights of way, servitudes, Permits, surface leases, sub-surface leases, grazing rights, logging rights, ponds, lakes, waterways, canals, ditches, reservoirs, equipment, pipelines, utility lines, railways, streets, roads, structures, restrictive covenants, encroachments, encumbrances to title to real property and other non-monetary encumbrances or non-monetary impediments against any of the Purchased Assets that do not, individually or in the aggregate, materially and adversely interfere with the ordinary use or occupancy of such Owned Real Property as it relates to the operation of the Business, (iv) applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law, and (v) solely prior to Closing, any Liens that will be removed or released by operation of the Sale Order~~ statutory Liens for current Taxes, assessments or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings, provided an appropriate reserve has been established therefor in the Financial Statements in accordance with Applicable Accounting Principles; (b) zoning, entitlement and other land use and environmental regulations by any Governmental Body; provided, that such regulations: (i) have not been violated; (ii) do not materially adversely affect the operation of the business of WG Italy from such lands or the continued use of the real property to which they relate; and (iii) do not affect the marketability of the real property to which they relate.

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

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

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

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

“Pre-Closing Tax Period” means any taxable period ending on or before the Closing Date and the portion through the end of the Closing Date for any Straddle Period. In the case of any taxable period that includes (but does not end on) the Closing Date (a “Straddle Period”), the amount of any Taxes for a Straddle Period that relates to the Pre-Closing Tax Period (i) in the case of property Taxes and other

similar Taxes imposed on a periodic basis, shall be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction the numerator of which is the number of days in the taxable period ending on the Closing Date and the denominator of which is the number of days in such Straddle Period and (ii) in the case of all other Taxes (including income Taxes, sales Taxes, employment Taxes and withholding Taxes), deemed to be the amount that would be payable if the taxable period of ~~each Company~~ WG Italy ended with, and included, the Closing Date.

“Privacy Laws” means any applicable Laws, regulations, and requirements relating to the data privacy, information security, data breach notification, and the processing of Personal Information, including as applicable, the Federal Trade Commission Act, General Data Protection Regulation, and U.S. state privacy laws and regulations including the California Consumer Privacy Act.

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

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

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

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

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

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

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

“Sale Order” means, collectively, one or more orders of the Bankruptcy Court in form and substance reasonably acceptable to Buyer and the ~~Companies~~ Seller: (i) approving the sale of the Purchased Assets ~~and the assumption pursuant to sections 105 and assignment 363 of the Assumed Contracts Bankruptcy Code~~ to Buyer (or such other bidder chosen as the Successful Bidder at the Auction) free and clear of all Claims and Liens ~~(except Permitted Liens) pursuant to Section 363(f) of the Bankruptcy Code~~, on the terms and conditions set forth in this Agreement; (ii) approving the Backup Bidder chosen at the Auction and the asset purchase agreement submitted by such Backup Bidder; (iii) authorizing consummation of the transactions contemplated hereby; (iv) containing ~~a finding~~ findings that the transactions contemplated by this Agreement are undertaken by the ~~Companies~~ Seller and Buyer (solely in its capacity as such) at arm’s length, without collusion and in “good faith” by Buyer within the meaning of Section 363(m) of the Bankruptcy Code; ~~(v) except for Assumed Liabilities, assuring, Buyer is not a successor to any Seller and granting Buyer the protections of section 363(m) of the Bankruptcy Code; (v) containing a finding that Buyer shall not assume any of the Companies’ liabilities and will not be subject to successor liability for any claims or causes of action have no Liability or responsibility for any Liability or other obligation of any Seller arising under or related to the Transferred Equity other~~

than as expressly set forth in this Agreement, including successor or vicarious Liabilities of any kind or character ~~against, including any Company, whether known or unknown, unless expressly assumed as an Assumed Liability pursuant to this Agreement~~ theory of antitrust, environmental, successor, or transferee Liability, labor law, de facto merger, or substantial continuity; (vi) providing that the Bankruptcy Court shall retain jurisdiction to hear any disputes arising in connection with the transactions contemplated by this Agreement; and (vii) ordering waiver of the 14-day stay period under Rule 6004(h) of the Federal Rules of Bankruptcy Procedure.

~~“Section 365 Order” means with respect to any Contract not assumed and assigned to Buyer pursuant to the Sale Order, an Order of the Bankruptcy Court in form and substance reasonably acceptable to Buyer and the Company authorizing such assumption and assignment to Buyer. The term Section 365 Order includes a Disputed Contract Order.~~

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

~~“Subsidiary” means with respect to any Person, any corporation, partnership, limited liability company, association or other business entity, a majority of the ownership interest (or, in the case of a corporation, the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof) of which is at the time owned or controlled by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a majority ownership interest shall be deemed held by any Person or Persons allocated a majority of gains or losses of another Person or control of the managing director or general partner of such other~~ Security Incident” means any breach of the security of or other unauthorized access to or use of or other compromise to the integrity or availability of the IT Systems and the data and information stored thereon.

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

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

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

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

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

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

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

“Tax” or “Taxes” means: (a) any federal, state, provincial, local or foreign income, gross receipts, capital gains, franchise, alternative or add-on minimum, estimated, sales, use, goods and services, transfer, escheat, abandoned or unclaimed property, registration, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profit, environmental, customs, duties, real property, personal property, capital stock, social security (or similar), unemployment, employment, disability, payroll, license, employee or other withholding, contribution or other tax, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect of the

foregoing, in each case, whether disputed or not; ~~(iii**b**)~~ any liability for the payment of any amount of a type described in clause ~~(i**a**)~~ arising as a result of being or having been a member of any consolidated, combined, unitary or other group or being or having been included or required to be included in any Tax Return related thereto; and ~~(iii**c**)~~ any liability for the payment of any amount of a type described in clause ~~(i**a**)~~ or clause ~~(i**b**)~~ as a result of any obligation to indemnify or otherwise assume or succeed to the liability of any other Person as a result of transferee or successor liability, a contractual obligation or otherwise.

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

~~“Trade Causes of Action” means all rights, claims and causes of action of the Companies against vendors or suppliers under Chapter 5 of the Bankruptcy Code~~“Taxing Authority” means any Governmental Authority responsible for the administration or collection of any Tax.

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

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

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

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

ARTICLE II PURCHASE AND SALE OF ~~ASSETS~~TRANSFERRED EQUITY

2.1 ~~Purchased Assets~~Purchase of Transferred Equity

~~. On~~Pursuant to sections 105 and 363 of the Bankruptcy Code, on the terms and subject to the conditions contained in this Agreement and the Sale Order, at the Closing ~~on the Closing Date, Buyer hereby purchases from each Company, and each Company hereby sells, conveys, assigns, transfers and delivers to, Seller shall sell, assign, transfer, convey and deliver to the~~ Buyer, free and clear of any ~~Claims and Liens (except Permitted Liens), all rights, titles and interests of every kind and nature in and to all of the assets, rights and properties held, owned, licensed and/or leased by or on behalf of each Company relating to the Business, whether tangible, intangible, personal or real and wherever located and by whomever possessed (collectively, the “Purchased Assets”), including all of the following assets, but excluding all Excluded Assets;~~ of Seller’s right, title and interest as of the Closing Date in and to the Transferred Equity, and the Buyer shall purchase, acquire and accept the Transferred Equity from Seller.

~~(a) — all accounts receivable and other debts due or accruing to each Company;~~

~~(b) — all prepaid expenses, credits, advanced payments, security deposits, charges, sums and fees of the Business;~~

~~(c) — all leasehold improvements, vehicles, tooling, dies, molds, machinery, equipment, spare parts for equipment, furniture, furnishing, parts, fixed assets and other tangible personal property owned by the Companies (including any of the foregoing property that is subject to a capital~~

~~lease, but only to the extent that Buyer assumes such capital lease as an Assumed Contract) and located at the Owned Real Property (collectively, the “Personal Property”);~~

~~(d) — all Contracts of each Company listed on Schedule 2.1(d) and any other Contract designated as an Assumed Contract pursuant to Section 9.8 and pursuant to the Sale Order or a Section 365 Order, as applicable (collectively, the “Assumed Contracts”);~~

~~(e) — all Inventory;~~

~~(f) — all Owned Real Property, together with all improvements, fixtures and other appurtenances thereto and rights in respect thereof;~~

~~(g) — all record and beneficial ownership in Equity Interests owned by Holdings (and all rights related thereto of Holdings) in the Acquired Company;~~

~~(h) — in each case other than the Excluded Records and to the extent in the possession of the Companies, lists and records pertaining to customer accounts, accounts receivables and rebates (whether past or current), suppliers and distributors, including copies of all current purchase orders and bills of lading; personnel records, files and other correspondence relating to the Transferred Employees to the extent transferrable pursuant to applicable Law;~~

~~(i) — all personnel records, files and other correspondence relating to the Transferred Employees to the extent the transfer of such is consented to by such Transferred Employees;~~

~~(j) — all of the Transferred Employees’ accrued vacation, sick, holiday, or other paid time off and related employer payroll Taxes and other payroll obligations (the “Assumed PTO”);~~

~~(k) — all Acquired Claims against any third Person solely to the extent related to the Purchased Assets or the Assumed Liabilities, but excluding, in each case, claims and causes of action to the extent related to Excluded Assets or Excluded Liabilities;~~

~~(l) — all Trade Causes of Action;~~

~~(m) — all deposits (including customer deposits and security deposits (whether maintained in escrow or otherwise) for rent, electricity, telephone or otherwise), advances, pre-paid or deferred charges and expenses, prepayments, rights under warranties or guarantees, vendor rebates and other refunds of every kind and nature (whether or not known or unknown or contingent or non-contingent) that relate to the Business, but excluding in each case, professional fee retainers and those relating to Excluded Assets or Excluded Liabilities;~~

~~(n) — all Business Intellectual Property, including the intellectual property listed on the attached Schedule 2.1(l), together with (A) all common law rights or other rights in or to any of the foregoing, and all goodwill associated with any of the foregoing, (B) all registrations and applications for registration of any of the foregoing, and all rights to register any of the foregoing, (C) all renewals, extensions, reexaminations and continuations of any of the foregoing, and rights to any other registrations or applications based upon, claiming priority from, or claiming common parentage with, any of the foregoing, and the right to obtain or file for any renewals, extensions, reexaminations and continuations of, and any other registrations or applications based upon, claiming priority from or claiming common parentage with, any of the foregoing, (D) all income, royalties, damages and payments due or payable following the Closing, (E) the right to sue and recover for past infringements or misappropriations thereof, (F) any and all corresponding rights that, now or hereafter, may be secured throughout the world and (G) all copies and tangible embodiments of any such Business Intellectual Property;~~

~~(o) — all Permits to the extent transferable, including those Permits listed on the attached Schedule 4.10 and all data and records pertaining thereto; and~~

~~(p) — all goodwill as a going concern of each Company or otherwise associated with~~

~~the Purchased Assets or the Business.~~

~~2.2 — Excluded Assets~~

~~Notwithstanding the foregoing,~~ the following assets of each Company are expressly excluded from the purchase and sale contemplated hereby (collectively, the “Excluded Assets”) and, as such, are not included in the Purchased Assets:

(a) ~~all cash and cash equivalents and all bank accounts and deposits into such bank accounts of each Company and the Acquired Company;~~

(b) ~~all Contracts, together with all prepaid assets and deposits relating to such Contracts, of any Company other than the Assumed Contracts (the “Excluded Contracts”);~~

(c) ~~(1) all legal files and records of each Company, including each Company’s Organizational Documents, minute books, and other corporate books and records, (2) all Tax Returns of or including the Companies and any workpapers or other records prepared in connection therewith, (3) any records that each Company is required by Law to retain in its possession including all personnel records, files and other correspondence relating to the Transferred Employees that are not transferrable pursuant to applicable Law, (4) all “personally identifiable information” as defined under the Bankruptcy Code, (5) any attorney-client privilege and attorney work product protection of the Companies as a result of legal counsel representing any of the Companies, including in connection with the transactions contemplated by this Agreement, (6) all documents subject to the attorney-client privilege and work product protection described in the foregoing clause (5), and (7) all documents maintained by the Companies relating to the drafting, negotiation, execution, delivery and performance of this Agreement, any other Transaction Document, the Nondisclosure Agreement or any confidentiality or other agreements with any other bidder in connection with any sale process conducted by or in which the Companies were involved, including the sale process leading to the entry into this Agreement (the “Excluded Records”);~~

(d) ~~all equity and other ownership interests in each Company;~~

(e) ~~any Tax refunds or any other refunds owing to any Company (or rights of such Company thereto);~~

(f) ~~the sponsorship of and assets maintained pursuant to or in connection with any compensation or benefit program, plan, policy, agreement, Contract or arrangement at any time maintained, sponsored, contributed or required to be contributed to by any Company or any of its Affiliates or with respect to which such Company or any of its Affiliates has any Liability, other than the Assumed PTO;~~

(g) ~~all Estate Causes of Action Against Insiders and Affiliates;~~

(h) ~~all rights, claims and causes of action of the Companies against any current or former directors, officers, members, partners, shareholders, managers, advisors or other professionals of such Company;~~

(i) ~~all current and prior director and officer insurance policies of the Companies 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;~~

(j) ~~all current and prior insurance policies of the Companies 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;~~

(k) ~~each Company’s rights under or pursuant to this Agreement or the other Transaction Documents; and~~

(l) ~~the assets, properties and rights set forth on Schedule 2.2(l).~~

2.3 — Limited Assumption of Liabilities

~~Subject to the terms of this Agreement and the Sale Order (and excluding the Excluded Liabilities), from and after the Closing Date, Buyer will assume and agree to pay, defend, discharge and perform as and when due only the following specific Liabilities of each Company with respect to the Business and the Purchased Assets (collectively, the “Assumed Liabilities”):~~

~~(a) — all executory Liabilities to the extent arising or to be performed on or after the Closing Date pursuant to the Assumed Contracts that are assigned to Buyer at Closing, including the satisfaction of any product warranty claims made by customers of the Business (the “Assumed Contractual Liabilities”), and any additional post petition administrative expenses arising under Disputed Contracts and Previously Omitted Contracts arising after the Closing Date, pending the determination whether such Disputed Contracts will be assumed and assigned or rejected, as set forth in Sections 9.8(b) and 9.8(f); provided, that the Assumed Contractual Liabilities shall not include the Excluded Contractual Liabilities;~~

~~(b) — all Cure Costs with respect to Assumed Contracts, subject to any renegotiation or other mutual agreement with the Contract Counterparty to such Assumed Contracts;~~

~~(c) — all Assumed PTO;~~

~~(d) — all Liabilities arising out of, relating to, resulting from or caused by any transaction, status, event, condition, occurrence or situation existing, arising or occurring in connection with the ownership or operation of the Business and/or the Purchased Assets on or after the Closing Date, including any Liabilities at any time arising in connection with the employment or service with, or termination of employment or service from, Buyer or any of its Affiliates of any Person (including any Transferred Employee), and claims alleging product defects involving death or injury to any individual relating to products sold or distributed on or after the Closing Date; and~~

~~(e) — those other Liabilities (if any) expressly agreed in this Agreement by Buyer to be paid or performed by Buyer on or after the Closing.~~

2.4 — Excluded Liabilities

~~Except as expressly provided in Section 2.3, Buyer will not assume, agree to pay, discharge, perform or be liable for any Liabilities of any Company or its Affiliates or any other Liabilities whatsoever, whether related to the Business, the Excluded Assets or otherwise (all such Liabilities, other than the Assumed Liabilities, the “Excluded Liabilities”). Without limiting the generality of the foregoing, the “Excluded Liabilities” include the following Liabilities:~~

~~(a) — all Liabilities in respect of any Excluded Contract (the “Excluded Contractual Liabilities”);~~

~~(b) — all liabilities relating to Taxes attributable to or imposed upon any Company (or for which such Company may otherwise be liable, including as a transferee, successor, by contract or otherwise), without regard to whether such Taxes relate to periods (or portions thereof) ending on or prior to the Closing Date, all liabilities and obligations relating to Taxes attributable to or imposed on or with respect to the Business or the Purchased Assets for any Pre-Closing Tax Period (including, in each case, all liabilities of each Company for Taxes related to the transactions contemplated by this Agreement or thereafter (including Section 1374 Taxes)), and all liabilities of each Company for the unpaid Taxes of any Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local, or non-U.S. Law) (including, in each case, as a transferee, successor, by contract or otherwise);~~

~~(c) — the sponsorship of and any Liability at any time arising under, pursuant to or in connection with any compensation or benefit program, plan, policy, Contract, agreement or arrangement at any time maintained, sponsored, contributed or required to contributed to by any Company or any of~~

~~its Affiliates or with respect to which such Company or any of its Affiliates has any Liability other than any Liabilities in respect of the Acquired Company;~~

~~(d) — all Liabilities for any indebtedness of each Company (including under any Contract evidencing or relating to any such indebtedness); and~~

~~(e) — all Liabilities relating to Excluded Assets.~~

2.2 2.5 Purchase Price

. The aggregate consideration (the “Purchase Price”) for the purchase, sale, assignment and conveyance of the ~~Companies’ rights, title and interest in~~ Transferred Equity from Seller to and under the Purchased Assets Buyer shall ~~consist~~ be an amount in cash equal to the sum of (ia) cash in the amount of \$[] Closing Consideration and (b) 95% of the value of the Final Inventory Amount and Final Receivables Amount, subject to confirmation and offset for Closing Indebtedness, Closing Cash and Closing Retained Liabilities as set forth herein (the “Cash Post-Closing Consideration”) plus the assumption of the Assumed Liabilities, including the payment of any Cure Costs associated with the Assumed Contracts. Schedule 2.2 sets forth a sample of the methodology for determining the Purchase Price, Closing Consideration and Post-Closing Consideration, the dividend to be declared by WG Italy pursuant to Section 2.4(c) and the payment to be made by Buyer pursuant to Section 2.4(d) using the line items set forth on Schedule 3.1.

2.3 2.6 Closing Transactions Date

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~~(a) — Closing.~~ On the terms contained in this Agreement, the consummation of the transactions contemplated by this Agreement (the “Closing”) shall take place at 10:00 a.m. Eastern time remotely via the exchange of documents and signature pages, no later than the ~~second~~ fourth (2nd4th) Business Day following the date on which the conditions set forth in Article ~~VI~~ VII have been satisfied or, to the extent permitted by applicable Law, waived by the applicable Party in writing (other than conditions which by their nature are to be satisfied at the Closing or on the Closing Date, but subject to the satisfaction or, to the extent permitted by applicable Law, waiver of such conditions at or prior to the Closing), or at such other place and time as the Buyer and the Companies Seller may mutually agree ~~(in writing. The day on which the Closing takes place is referred to as the “Closing Date”). (b) Upon the Closing Transactions. On the terms contained in this Agreement, the purchase and sale of the Transferred Equity shall be deemed effective as of and contemporaneously with the Closing, the Parties shall consummate the following transactions~~ 11:59:59 p.m., Eastern Time on the Closing Date: (the “Effective Time”).

~~(i) — Each Company shall convey all of the Purchased Assets to Buyer and shall deliver to Buyer such appropriately executed instruments of sale, transfer, assignment, conveyance and delivery, assignments, and all other instruments of conveyance that are necessary or desirable to effect transfer to Buyer of good and marketable title to the Purchased Assets (free and clear of all Liens except Permitted Liens).~~

~~(ii) — Buyer shall~~

2.4 Payment of the Purchase Price

±

(a) At least five (5) Business Days prior to the Closing Date, Seller will furnish to

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

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

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

(d) At the Closing, Buyer shall deliver to Seller, by wire transfer of immediately available funds into an account designated in writing by Seller, an amount equal to the ~~Cash~~ Estimated Closing Consideration ~~at Closing in accordance with Section 2.7.~~

~~(iii) Buyer shall assume the Assumed Liabilities.~~

~~(iv) Each Company and Buyer shall deliver the certificates, documents and instruments required to be delivered by or on behalf of such Person under Article III hereof.~~ less the Deposit Amount (as defined in Section 2.5 below) less the Estimated Closing Cash.

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

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

2.5 ~~2.7~~ Deposit.

(a) ~~On~~ Prior to the Effective Date, Buyer, ~~the Companies and [U.S. Bank National Association] (the "Escrow Agent") shall execute and deliver to each other an escrow agreement in the form of Exhibit A (the "Escrow Agreement") and Buyer shall deposit~~ deposited with the

~~Escrow Agent~~Seller an amount equal to \$~~[]~~²1,892,901.43 (the "Deposit")~~-pursuant to the terms thereof.~~ The Deposit shall not be subject to any Lien, attachment, trustee process or any other judicial process of any creditor of the Companies or Buyer. Interest accrued on the Deposit shall become a part of the Deposit (such collective amount, the "Deposit Amount") and shall be paid to the Party entitled to the Deposit in accordance with this ~~Section 2.7. The Escrow Agent's escrow fees and charges shall be paid by Buyer~~2.5.

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

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

(ii) If this Agreement is terminated pursuant to and in accordance with any provision of ~~Article VIII~~X other than ~~Section 8.49.1(a)(iii)~~, then the Deposit Amount shall be promptly returned to Buyer by wire transfer of immediately available funds and, in any event, no later than five (5) Business Days after such termination; or

(iii) If this Agreement is terminated by ~~the Companies~~Seller pursuant to and in accordance with ~~Section 8.49.1(a)(iii)~~, then the Deposit Amount shall be promptly delivered to an account designated by ~~the Companies~~Seller by wire transfer of immediately available funds and, in any event, no later than five (5) Business Days after such termination, and any claim by Buyer for the Deposit Amount shall have a superpriority administrative expense status.

2.6 Determination of Closing Consideration.

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

(b) Seller shall have the opportunity to dispute Buyer's calculation as provided in this Section 2.6(b). The Adjusted Closing Consideration Certificate (and the computations of the Proposed Amounts indicated thereon) delivered by the Buyer to Seller shall be deemed to be conclusive and binding upon the parties unless Seller delivers written notice (the "Disputed Items Notice") to Buyer within fifteen (15) days after receipt by Seller of the Adjusted Closing Consideration Certificate, stating that Seller objects in good faith to any specific line item in the Adjusted Closing Consideration Certificate, specifying in reasonable detail the basis for such objection; provided, that any item set forth in the Adjusted Closing Consideration Certificate that is not specifically disputed by Seller in the Disputed Items Notice shall become binding and conclusive on the parties hereto and not subject to further appeal. Seller and Buyer will attempt to resolve and finally determine and agree upon the Final Closing Consideration in good faith as promptly as practicable and, if the parties so resolve all disputes, the Adjusted Closing Consideration Certificate (and the computations of Proposed Amounts indicated thereon), as amended to the extent necessary to reflect the resolution of the dispute, shall be deemed to be

² ~~Note to Draft: To be 10% of Purchase Price.~~

conclusive and binding on the parties. The parties agree that the purpose of determining the Proposed Amounts and any related adjustment is to “true-up” for the actual amounts of Closing Cash, Closing Indebtedness and Closing Retained Liabilities, and that the same methodology shall be used both for the calculation of estimated and actual amounts (pursuant to Section 2.4(a) and this Section 2.6 respectively; accordingly, such processes are not intended to permit the introduction of different judgments, accounting methods, policies, principles, practices, procedures, classifications or estimation methodologies for the purpose of determining the actual amounts of Closing Cash, Closing Indebtedness and Closing Retained Liabilities.

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

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

(e) Payment of Adjustment Surplus or Adjustment Deficit.

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

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

2.7 Post-Closing Payment.

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

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

(c) If Seller and Buyer are unable to reach agreement in resolving the dispute within ten (10) days after delivery of the Disputed Inventory and Receivables Notice, Seller and Buyer shall submit to the Accounting Firm for review and resolution of the items set forth in the Disputed Inventory and Receivables Notice (the “Disputed Inventory and Receivables Items”). If the Accounting Firm is unavailable and Buyer and Seller are unable to agree upon the selection of an alternative accounting firm, then the Accounting Firm will be chosen by the Italian Forum for Arbitration and ADR, with the expenses of the Italian Forum for Arbitration and ADR to be borne one-half (1/2) by Buyer and one-half (1/2) by Seller, and such appointment shall be final, conclusive and binding on the parties. The Accounting Firm shall (i) resolve the Disputed Inventory and Receivables Items (and only the Disputed Inventory and Receivables Items) based on written presentations from Buyer and Seller (it being understood that in making such determination, the Accounting Firm shall be functioning as an expert and not as an arbitrator),

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

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

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

2.8 Withholding

. Notwithstanding any other provision in this Agreement, Buyer shall be entitled to withhold and deduct from the consideration otherwise payable pursuant to this Agreement such amounts as Buyer is required to deduct and withhold with respect to the making of such payment under the Code or any provision of state, local or foreign Tax law; provided, that, Buyer shall provide at least ~~ten~~five (10~~5~~) days' advance notice to ~~the Companies~~Seller of any such deduction or withholding. Upon request by ~~the Companies~~Seller, Buyer shall reasonably cooperate with ~~the Companies~~Seller to obtain reduction or relief from such deduction or withholding to the extent permitted under applicable Law. To the extent that amounts are so withheld and paid over to the appropriate Tax authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding were made.

~~2.9 — Payment of Cure Costs~~

~~— Payment of all Cure Costs for each Assumed Contract shall be the sole responsibility of Buyer, irrespective of the aggregate amount of such Cure Costs and shall be paid by Buyer as promptly~~

~~as practicable following the assumption and assignment of each such Assumed Contract.~~

~~2.10 — Consents~~

~~. Notwithstanding any other provision of this Agreement, this Agreement does not effect an assignment of any Assumed Contract to the extent that such Assumed Contract is not assignable under the Bankruptcy Code without the consent of the other party or parties thereto, and the consent of such other party has not been given or received, as applicable, as of the Closing. As to any Purchased Asset, including any Assumed Contract, the Companies will use commercially reasonable efforts to obtain as promptly as practicable prior to the Closing (and, prior to the entry by the Bankruptcy Court of an order confirming a Chapter 11 plan or dismissing the Chapter 11 Cases, and subject to the availability of funds for such purpose, use commercially reasonable efforts to continue seeking after the Closing, if consent is not obtained prior to the Closing), the consent of the other parties to transfer such Purchased Asset to Buyer or, if required, novation thereof to Buyer or, alternatively, written confirmation from such parties reasonably satisfactory to the Companies and Buyer that such consent is not required. In no event, however, will the Companies be obligated to pay any money to any Person or to offer or grant financial or other accommodations to any Person in connection with obtaining any consent, waiver, confirmation, novation or approval with respect to any such Assumed Contract. If any required consent, waiver, confirmation, novation or approval is not obtained with respect to any such Purchased Asset prior to the Closing, then to the extent permitted by applicable Law, the Companies and Buyer will cooperate to establish an agency type or other similar arrangement reasonably satisfactory to the Companies and Buyer under which Buyer would obtain (including by means of subcontracting, sublicensing or subleasing arrangement), to the extent practicable, all rights, and assume the corresponding Assumed Liabilities thereunder for the period of time that Buyer shall receive such rights, or under which the Companies would enforce, for the benefit of Buyer, with Buyer assuming and agreeing to pay the Companies' Liabilities and expenses (other than Excluded Liabilities) for the period of time that Buyer shall receive such benefits, any and all rights of the Companies against a third party to any such Purchased Asset. In such event: (a) the Companies will promptly pay to Buyer when received all moneys relating to the period on or after the Closing Date received by it under any Purchased Asset not transferred pursuant to this Section 2.10; and (b) for the period of time set forth in clause (a) Buyer will promptly pay, perform or discharge when due any Assumed Liabilities arising thereunder after the Closing Date but not transferred to Buyer pursuant to this Section 2.10. The failure by Buyer or the Companies to obtain any required consent, waiver, confirmation, novation or approval with respect to any Assumed Contract will not relieve any Party from its obligation to consummate at the Closing the transactions contemplated by this Agreement. Buyer acknowledges that no adjustment to the Cash Consideration will be made for any Purchased Assets that are not assigned and that Buyer will have no claim against the Companies after the Closing in respect of any such unassigned Purchased Assets.~~

ARTICLE III CLOSING DELIVERIES

3.1 ~~Companies~~Seller's Closing Deliveries

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

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

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

~~(c) — a duly executed Assignment and Bill of Sale for the Purchased Assets and Assumed Liabilities;~~

~~(d) — a special warranty deed, in recordable form customary for commercial transactions in the applicable jurisdiction, with respect to each parcel of Owned Real Property, conveying title in such Owned Real Property to Buyer, subject to any Permitted Liens;~~

~~(e) — an assignment in form and substance reasonably satisfactory to Buyer and duly executed by each Company, transferring all of such Company's right, title and interest in and to the Business Intellectual Property to Buyer; and~~

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

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

(e) those documents required under Italian law with respect to the Transferred Equity, including without limitation the power of attorney and certified translation of this Agreement required under Sections 7.1(h) and (i), executed and delivered as described in Section 7.1(g).

3.2 Buyer's Closing Deliveries

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

(a) the ~~Cash~~ Estimated Closing Consideration in accordance with Section 2.62.4(b)(i);

(b) copies of the requisite resolutions of Buyer approving the transactions contemplated by this Agreement; and

~~(c) — a duly executed Assignment and Bill of Sale for the Purchased Assets and Assumed Liabilities;~~ those documents required under Italian law with respect to the Transferred equity, executed and delivered as described in Section 7.2(f).

ARTICLE IV REPRESENTATIONS AND WARRANTIES ~~OF THE COMPANIES~~ RELATING TO SELLER

~~Subject to Section 10.6(a), except as~~ As a material inducement to Buyer entering into this Agreement and completing the transactions contemplated by this Agreement and acknowledging that the Buyer is entering into this Agreement in reliance upon the representations and warranties set forth on the Disclosure Schedule, each Company in this Article IV, Seller hereby represents and warrants to the Buyer, that the following statements are true and correct as of the date hereof (unless otherwise specified):

~~4.1 — Organization and Power~~

~~Each Company and the Acquired Company is a corporation or limited liability company duly incorporated and organized, validly existing and in good standing under the Laws of its jurisdiction of organization. Each Company and the Acquired Company has all requisite power and authority and all Permits necessary to own and operate the Purchased Assets and to carry on the Business as now conducted.~~

4.1 ~~4.2~~ Authorization of Transaction Agreement

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

4.2 ~~4.3~~ Absence of Conflicts; Consents

(a) Subject to the Bankruptcy Court's entry of the Stalking Horse Order and the Sale Order, as the case may be, and except as set forth in Schedule 4.34.2(a) and as excused by or unenforceable as a result of the filing of the Chapter 11 Cases, the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby by Seller does not and shall not (with or without notice or lapse of time, or both) contravene, conflict with, result in any violation or breach of or default under, give rise to a right of termination, cancellation, or acceleration of any obligation or the loss of a material benefit under, give rise to any obligation of Seller to make any payment under, or result in the creation of any Liens upon any Transferred Equity under or pursuant to (i) the Organizational Documents of Seller, (ii) any Contract or Permit to which Seller is a party, or by which any of the properties or assets of Seller are bound, (iii) any Order of any Governmental Authority applicable to Seller or by which any of the Transferred Equity are bound or (iv) any applicable Law, except, in each case, as would not, and would not reasonably be expected to, individually or in the aggregate, prevent, delay or otherwise be materially adverse to Seller's ability to consummate the transactions contemplated by this Agreement and to perform its obligations under this Agreement and the Seller Documents.

(b) Except for the Stalking Horse Order and the Sale Order, as the case may be, and as set forth on Schedule 4.2(b), no consent, waiver, approval, Order, Permit or authorization of, or registration, declaration or filing with, or notification to, any Person or Governmental Authority is required by Seller in connection with the execution and delivery of this Agreement and the Seller Documents or the consummation of the transactions contemplated hereby or thereby, except for such consents, waivers, approvals, Orders, Permits, authorizations,

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

4.3 Ownership and Transfer of Transferred Equity

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

4.4 Litigation

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

4.5 Brokerage

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

4.6 No Other Representations and Warranties

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

AGREEMENT, OR ANY REPRESENTATION OR WARRANTY ARISING FROM STATUTE OR OTHERWISE IN LAW.

ARTICLE V

REPRESENTATIONS AND WARRANTIES RELATING TO WG ITALY

As a material inducement to Buyer entering into this Agreement and completing the transactions contemplated by this Agreement and acknowledging that the Buyer is entering into this Agreement in reliance upon the representations and warranties set forth in this Article V, Seller hereby represents and warrants to the Buyer, that:¹

5.1 Organization and Good Standing

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

5.2 Authorization of Agreement

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

5.3 Absence of Conflicts; Consents

⋮

(a) The execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby by ~~each Company~~WG Italy does not and shall not (a) ~~violate the Organizational Documents of such Company or the Acquired Company,~~ (b) ~~except as to matters which would not reasonably be expected to have a Material Adverse Effect, constitute a~~with or without notice

¹ Note to Draft: Subject to ongoing review and due diligence.

or lapse of time, or both) contravene, conflict with, result in any material violation or breach of or default under or, give rise to ~~any~~ a right of termination, cancellation, or acceleration of any right or obligation or to a the loss of ~~any~~ a material benefit relating to any Purchased Asset to which any Company or the Acquired Company is entitled under any Contract to which such Company or the Acquired Company is subject, bound or affected except for breaches and defaults referred to in Section 365(b)(2) of the Bankruptcy Code under, give rise to any obligation of WG Italy to make any payment under, (e) or result in the creation of any Lien other than a Permitted Lien upon the Purchased Assets Liens upon any of the properties or assets of WG Italy (including any Transferred Equity) under or pursuant to (i) the Organizational Documents of WG Italy, (ii) any material Contract or Permit to which WG Italy is a party, or by which any of the material properties or upon the assets of the Acquired Company WG Italy are bound, (diii) require any material authorization, Order of any Governmental Authority applicable to WG Italy or by which any of the properties or assets of WG Italy are bound or (iv) any applicable Law.

(b) No consent, waiver, approval, exemption or other action by or notice or Order, Permit or authorization of, or registration, declaration to, or filing with, or notification to, any Person or Governmental Authority (other than the Bankruptcy Court) or is necessary or required to be made or obtained by WG Italy in connection with (i) the execution and delivery of this Agreement and the Seller Documents or the consummation of the transactions contemplated hereby or thereby, or (ii) the continuing validity and effectiveness immediately following the Closing of any other Person Permit or group of Persons, or (e) assuming compliance with the matters referred to in subsection (d), materially violate any applicable Law, material Contract of WG Italy.

5.4 ~~4.4~~ Capitalization

~~. Schedule 4.4 sets forth the authorized capitalization of the Acquired Company. Except as set forth on Schedule 4.4, the Equity Interests of the Acquired Company are validly issued and outstanding, fully paid and non-assessable. Except as set forth on Schedule 4.4,~~

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

(b) There are no existing options, warrants, calls, rights or Contracts in respect of or requiring, and there are no securities of WG Italy outstanding warrants, options, agreements, subscriptions, which upon conversion or exchange would require, the issuance, sale or transfer of any additional direct or indirect Equity Interests of WG Italy or other securities convertible or into, exchangeable securities, voting agreements or other Contracts or obligations pursuant to which the Acquired Company is or may become obligated to issue, sell, for, or evidencing the right to subscribe for or purchase Equity Interests or other equity, return or redeem or vote or abstain from voting any shares of capital stock or other securities or partnership interests or other equity interests of the Acquired Company, and no equity securities or other Equity Interests of

~~the Acquired Company are reserved for issuance for any purpose. No Equity Interests of the Acquired Company are held by the Acquired Company in treasury~~ voting or economic interests of WG Italy. There ~~is~~ are no ~~obligation or Contract~~ obligations, contingent or otherwise, of ~~the Acquired Company to~~ WG Italy to (i) repurchase, redeem, or otherwise acquire any Transferred Equity, Equity Interests or other equity, voting or economic interests of WG Italy or (ii) provide material funds to, or make any material investment in (in the form of a loan, capital contribution or otherwise) any ~~other Person~~ Person.

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

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

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

5.5 Corporate Records

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

5.6 Financial Statements

⋮

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

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

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

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

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

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

5.7 No Undisclosed Liabilities

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

5.8 Absence of Certain Changes, Events and Conditions

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

- (a) amended any of its Organizational Documents;
- (b) split, combined or reclassified any of its Equity Interests;
- (c) issued, granted, sold, encumbered or otherwise disposed of any of its Equity Interests; issued, granted, sold or encumbered any security, option, warrant, put, call, subscription or other rights of any kind, fixed or contingent, that directly or indirectly provides for the acquisition, issuance, sale, pledge or other disposition of any of its Equity Interests; or issued, granted, sold or encumbered any equity appreciation right, phantom equity, profit participation or similar right; redeemed or otherwise acquired any of its Equity Interests; or made any other changes in its equity capital structure;
- (d) redeemed, purchased or acquired any of its outstanding Equity Interests;
- (e) changed any rights, preferences, privileges or restrictions of any of its Equity Interests; accelerated or released any vesting or similar condition to the right to exercise any option, warrant or other right to purchase or otherwise acquire any of its Equity Interests;
- (f) made any material change in its businesses or operations, acquired (including by merger or consolidation) any business or entity, or otherwise acquired any material asset;
- (g) made any capital expenditures in excess of 75,000 euros (individually or in the aggregate) or entered into any Contract therefor;
- (h) made any loan, advance or capital contribution to, or any investment in, any entity, other than trade receivables arising in the Ordinary Course of Business;
- (i) made any change in any method of accounting or accounting practice of WG Italy, except as required by GAAP or applicable Law or as disclosed in the notes to the Financial Statements;
- (j) made any material change in the manner in which it extends discounts, credits or warranties;
- (k) created, incurred, assumed or guaranteed any Indebtedness or any Liability as a guarantor or surety with respect to the obligations of others;
- (l) declared or made any distribution, payment of cash or distribution of assets to, or pay, loan or advance any amount to, Seller;
- (m) terminated or failed to renew any Contracts for insurance without obtaining comparable replacement coverage;
- (n) delayed or accelerated payment of any account payable or other Liability beyond or in advance of its due date or the date when such Liability would have been paid in the Ordinary Course of Business;
- (o) canceled any debts owed to or claims held by WG Italy;
- (p) accelerated or delayed collection of any notes or accounts receivable in advance of or beyond their regular due dates or the dates when the same would have been collected in the Ordinary Course of Business;

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

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

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

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

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

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

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

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

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

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

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

5.9 Compliance with Laws; Proceedings

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

5.10 Governmental Licenses and Permits

. WG Italy holds all permits, licenses, orders, approvals, certificates, franchises,

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

5.11 Title to and Sufficiency of Assets

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

5.12 Environmental Matters

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

5.13 Banks; Power of Attorney

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

5.14 Related Party Transactions

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

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

5.15 Products

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

5.16 Insurance

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

effect, and, to the Knowledge of Seller, there is no threatened termination of, or material premium increase with respect to, any of such policies or bonds.

5.17 Brokerage

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

5.18 ~~4.5~~ Real Property

. Schedule ~~4.5 sets forth~~ 5.18 is a true, correct and complete list of each parcel of Owned Real Property, including the address of each such Owned Real Property and the applicable Company who owns such Owned Real Property. With respect to each parcel of Owned Real Property: (a) such Company WG Italy has good and marketable indefeasible fee simple title to such Owned Real Property, free and clear of all Liens except Permitted Liens; (b) ~~except as set forth on Schedule 4.5, such Company WG Italy~~ has not leased or otherwise granted to any Person the right to use or occupy such Owned Real Property or any portion thereof; (c) ~~other than the right of Buyer pursuant to this Agreement,~~ there are no outstanding options, rights of first offer or rights of first refusal to purchase such Owned Real Property or any portion thereof or interest therein; and (d) ~~such Company WG Italy~~ has not received any written notice of any, and to WG Italy's Knowledge there is no pending or threatened, condemnation proceeding or other taking proceeding or proceeding to change or redefine the zoning classification of any portion of the Owned Real Property. ~~No Company leases~~ WG Italy does not lease or subleases sublease any real property. The Owned Real Property comprises all of the real property used by the Business.

~~4.6 — Title to Purchased Assets~~

~~. Subject to the Bankruptcy Court's entry of the Sale Order and except as set forth on Schedule 4.6, each Company will have at Closing good and valid title to, or a valid leasehold interest in, all of All buildings, structures, facilities and improvements located on the Personal Owned Real Property and Inventory included in the Purchased Assets, free and clear of all Liens except Permitted Liens, including buildings, structures, facilities and improvements which are under construction (collectively, "Improvements") comply in all material respects with valid and current certificates of occupancy or similar Permits to the maximum extent permitted required by Section 363 and 365 of the Bankruptcy Code Laws for the use thereof, and conform in all material respects with all applicable Laws.~~

~~4.7 — Contracts and Commitments~~

5.19 Employees

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

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

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

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

5.20 Employee Benefit Plans

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

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

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

5.21 Anti-Corruption & International Risk

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(a) ~~Schedule 4.7(a) sets forth a complete and correct list of each of the following Contracts to which any Company or the Acquired Company is a party or by which any Company, the Acquired Company, the Business or the Purchased Assets are bound: (i) Contracts that provide for payments in excess of \$[] over a 12 month period; (ii) Contracts under which any Company or the Acquired Company leases Personal Property in connection with the Business; (iii) Contracts with any Governmental Authority related to the Business; or (iv) Labor Agreements. Each Contract listed on Schedule 4.7(a), together with all Licensed Intellectual Property listed on Schedule 4.8(b), shall be collectively referred to herein as the “Material Contracts”.~~WG Italy, and, to the Knowledge of Seller, all directors, officers, employees and Affiliates of WG Italy, are in compliance with Anti-Corruption Laws and Global Trade Laws in all material respects. Neither WG Italy, nor, to the Knowledge of Seller, any of WG Italy’s directors, officers, employees or Affiliates, is the subject of any investigations, reviews, audits, or inquiries by a Governmental Authority related to Anti-Corruption Laws or Global Trade Laws, and, to the Knowledge of Seller, no investigation, review, audit, or inquiry by any Governmental Authority with respect to Anti-Corruption Laws or Global Trade Laws is pending or threatened.

(b) ~~Except as disclosed in Schedule 4.7(b) and except as a result of the Chapter 11 Cases, the applicable Company or the Acquired Company has performed all the obligations required to be performed by it prior to the Closing in connection with each Material Contract in all material respects and is not in material default under or in material breach of any Material Contract and, to the Knowledge of the Companies, no event has occurred which, with the passage of time or the giving of notice or both, would result in a default or breach thereunder. Each Material Contract is a legal, valid, binding, enforceable agreement of the applicable Company or the Acquired Company and is in full force and effect, except to the extent any Material Contract terminates in accordance with its terms after the date of this Agreement and prior to the Closing, subject to the Bankruptcy Exceptions.~~WG Italy, and, to the Knowledge of Seller, all of WG Italy’s directors, officers, employees and Affiliates, are not engaged in, and have not been engaged in, directly or knowingly indirectly, any business or dealings with, or used any corporate funds in violation of Law to contribute to or finance the activities of, any Person in any Restricted Country.

5.22 4.8-Intellectual Property

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(a) ~~Schedule 4.8~~5.22(a) lists all registered, issued, or applied-for Intellectual Property owned by ~~any Company or the Acquired Company relating to the Business~~WG Italy (the “Owned Intellectual Property”), specifying, as applicable, the title, owner(s), jurisdiction, and issuance, registration or application numbers and dates. All such owned Intellectual Property is subsisting, valid, and enforceable and no such owned Intellectual Property is subject to, or has been subject to, any challenge, interference, opposition or other proceeding challenging the validity, enforceability, registrability, ownership, or use thereof. All right, title and interest in and to all of the Owned Intellectual Property is exclusively owned by ~~a Company or the Acquired Company~~WG Italy.

(b) ~~Schedule 4.8~~5.22(b) lists all material Contracts pursuant to which Intellectual

Property is licensed to ~~any Company or the Acquired Company~~ WG Italy (the “Licensed Intellectual Property” and, together with the Owned Intellectual Property, the “Business Intellectual Property”), and, ~~to the Knowledge of the Companies, such Company or the Acquired Company~~ WG Italy has a valid and enforceable license to use the Intellectual Property that is subject to such Contract, subject to the Bankruptcy Exceptions.

(c) ~~None of the Companies nor the Acquired Company~~ WG Italy has not received any written notice from any Person alleging that the conduct of the Business infringes, misappropriates or violates, or has infringed, misappropriated or violated, any Intellectual Property rights of any other Person. To the Knowledge of ~~the Companies~~ Seller, no Person is currently engaging in any activity that infringes, misappropriates or violates any Owned Intellectual Property.

~~4.9~~ Compliance with Laws; Proceedings

~~Each Company and the Acquired Company is in compliance, in all material respects, with all applicable Laws. Other than in connection with the Chapter 11 Cases, there are no Proceedings pending or, to the Companies’ Knowledge, threatened against, any Company or the Acquired Company that will prevent any Company’s or the Acquired Company’s performance of its obligations under this Agreement or the consummation of the transactions contemplated hereby.~~

~~4.10~~ Governmental Licenses and Permits

~~Schedule 4.10 lists all material permits, licenses, orders, approvals, certificates, registrations and other authorizations of any Governmental Authority (collectively, the “Permits”) owned, possessed or used by each Company or the Acquired Company in connection with the Business. Each Company or the Acquired Company is in material compliance with the terms and conditions of such Permits. No written notice of violation of any such Permit has been received from any Governmental Authority that is unresolved in any material respect and, to the Companies’ Knowledge, no loss or expiration of any such Permit is pending or threatened, other than expiration in accordance with the terms thereof.~~

~~4.11~~ Employees

~~Except as set forth on Schedule 4.11,³ none of the Companies nor the Acquired Company is party to, or bound by, any Labor Agreement, and no employees of any Company or the Acquired Company are represented by any labor union, works council or other labor organization. There are no pending or, to the Knowledge of the Companies, threatened unfair labor practice charges, labor grievances, labor arbitrations, strikes, work stoppages, slowdowns, walkouts, lockouts, picketing or handbilling against or affecting the Business or any Company or the Acquired Company.~~

~~4.12~~ Environmental Matters

~~Each Company and the Acquired Company is in compliance in all material respects with Environmental and Safety Requirements. The Companies and the Acquired Company~~

5.23 Top Suppliers and Top Customers

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(a) Seller has made available a true, correct and complete list of (i) the twenty (20) largest suppliers to WG Italy, taken as a whole (excluding utilities), by the aggregate dollar value

³ ~~Note to Draft:~~ To include Acquired Company Labor Agreement.

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

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

5.24 Contracts and Commitments

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(a) Seller has made available a true, correct and complete list all of the following Contracts to which WG Italy is a party, by which WG Italy or any of its assets or properties are bound, or in respect of which WG Italy receives revenue (such Contracts and any other Contracts required to be so listed, collectively, the “Material Contracts”):

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

(ii) any Contract that (A) provides for the creation or development by WG Italy for any other Person, or for WG Italy by any other Person, of any Intellectual Property (including any joint development); (B) provides for the assignment or other transfer to WG Italy from any other Person, or by WG Italy to any other Person, of any

ownership interest in Intellectual Property; (C) includes any grant of a license of any Intellectual Property to any other Person by WG Italy other than in the Ordinary Course of Business; or (D) includes any grant of a license of any Intellectual Property to WG Italy by any other Person (other than for commercially available software);

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

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

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

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

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

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

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

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

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

(xii) any Contract that restricts WG Italy from (A) engaging in any aspect of the Business, (B) participating or competing in any line of business, market or geographic area, (C) freely setting prices for its products (including most favored customer pricing provisions), (D) soliciting potential employees, consultants, contractors, suppliers or customers or (E) enforcing or using any Intellectual Property owned or purported to be owned by WG Italy;

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

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

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

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

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

5.25 Data Privacy

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

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

5.26 Inventory

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(a) The Inventory (including raw materials, supplies, work-in-process, finished goods and other materials) (i) are, taken as a whole, in good, merchantable and useable

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

(b) All Inventory is physically located at WG Italy's facility in Cellatica, Italy or third-party logistics warehouse. All tariffs, import duties and similar Taxes have not been paid on all Inventory received~~written notice from any Governmental Authority of any violation of or failure to comply in any material respect with any Environmental and Safety Requirements with respect to the Owned Real Property which, to the Knowledge of the Companies, remains uncorrected or for which the Companies or the Acquired Company have not completed corrective actions required in writing by the applicable Governmental Authority.~~

4.13 — Brokerage

~~Except as set forth in Schedule 4.13, there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any Contract made by or on behalf of the Companies or the Acquired Company, and Buyer will have no Liabilities in respect thereof.~~ a third party, and no Inventory is currently held in a foreign trade zone of the United States or any equivalent free trade zone established by any other Governmental Authority.

5.27 Taxes

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

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

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

5.28 ~~4.14~~ No Other Representations and Warranties

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

~~ARTICLE VI~~ ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

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

6.1 ~~5.1~~ Organization and Corporate Power

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

6.2 ~~5.2~~ Authorization of ~~Transaction~~ Agreement

. ~~Subject to the applicable provisions of the Bankruptcy Code and the Bankruptcy Court's entry of the Sale Order,~~ Buyer has all requisite ~~corporate~~ capacity, power and authority to execute and deliver this Agreement and ~~all each~~ other ~~Transaction~~ agreement, document, instrument or certificate contemplated by this Agreement and required to be executed by Buyer in connection with the consummation of the transactions contemplated by this Agreement (collectively, the “Buyer Documents to which Buyer is a party”), and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and ~~each of the other Transaction~~ Buyer Documents to which Buyer is a party have, and the consummation of the transactions contemplated hereby and thereby, has been duly ~~and validly~~ authorized and approved by all requisite ~~corporate~~ action on the part of Buyer. ~~Subject to the Bankruptcy Court's entry of the Sale Order, this~~ This Agreement ~~and each of the Buyer Documents~~ has been, and each of the other Transaction Documents to which Buyer is a party will be at or prior to the Closing, duly and validly executed and delivered by Buyer and when so executed and delivered will (assuming due authorization, execution, and delivery by the other parties hereto and thereto) this Agreement and each of the Buyer Documents constitute the legal, valid, and binding agreements obligations of Buyer, enforceable against Buyer in accordance with their terms, subject to the Bankruptcy Exceptions.

6.3 ~~5.3~~ Absence of Conflicts

~~Buyer is not subject to or obligated under its certificate of incorporation or bylaws, any applicable Law of any Governmental Authority, or any agreement or instrument to which it is a party or bound, or any license, franchise or permit to which it is a party or bound, or subject to any order, writ, injunction or decree to which it is a party or bound, which would be breached or violated in any material respect by its execution, delivery or performance of this Agreement and the other Transaction Documents to which Buyer is a party, other than any consents, approvals or other actions which have been obtained and/or made by Buyer on or prior to the date hereof.~~

5.4 — ~~Governmental Authorities and;~~ Consents

~~Buyer is not required to submit any notice, report or other filing with any Governmental Authority in connection with the~~

(a) The execution or, delivery by it and performance of this Agreement and the other Transaction Documents to which Buyer is a party or and the consummation of the transactions contemplated hereby or and thereby. Subject to the Bankruptcy Court's entry of the Sale Order, no consent by Seller does not and shall not (with or without notice or lapse of time, approval or authorization both) contravene, conflict with, result in any violation or breach of or default under, give rise to a right of termination, cancellation, or acceleration of any obligation or the loss of a material benefit under, give rise to any obligation of Buyer to make any payment under, or result in the creation of any Liens upon any of the properties or assets of Buyer under or pursuant to (i) the Organizational Documents of Buyer, (ii) any Contract or Permit to which Buyer is a party, or by which any of the properties or assets of Buyer are bound, (iii) any Order of any Governmental Authority applicable to Buyer or by which any other Party or of the properties or assets of Buyer are bound or (iv) any applicable Law, except, in each case, as would not, and would not reasonably be expected to, individually or in the aggregate, prevent, delay or otherwise be materially adverse to Buyer's ability to consummate the transactions contemplated by this Agreement and to perform its obligations under this Agreement and the Buyer Documents.

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

6.4 5.5 Proceedings

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

~~prohibit or restrain the ability by this Agreement or any~~ of the Buyer ~~to enter into the Transaction Documents or consummate the transactions contemplated thereby~~ in any material respect.

6.5 ~~5.6~~ Brokerage

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

6.6 ~~5.7~~ Sufficiency of Funds

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

6.7 ~~5.8~~ Independent Investigation

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

ARTICLE VII ~~ARTICLE VI~~ CLOSING CONDITIONS

7.1 ~~6.1~~ Conditions to Obligations of Buyer

. The obligation of Buyer to consummate the transactions contemplated by this

Agreement is subject to Buyer becoming the Successful Bidder (whether as a result of ~~the Companies~~Seller receiving no Qualified Bid or Qualified Bids other than the bid set forth in this Agreement, or following the conclusion of the Auction, or thereafter as a result of the Successful Bidder failing to close) and to the satisfaction, on or before the Closing Date, of each of the following conditions (any of which may be waived by Buyer, in whole or in part, in its sole and absolute discretion to the extent permitted by applicable Law):²

(a) Representations and Warranties and Covenants.

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

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

(iii) ~~(ii)~~ ~~Each Company~~Seller shall have duly performed or complied in all material respects with all agreements and covenants required by this Agreement to be performed or complied with by ~~such Company, in each case~~Seller on or prior to the Closing Date; ~~and~~

~~(iii) — Each Company shall have delivered to Buyer a certificate signed by an officer of such Company, dated as of the Closing Date, stating that the conditions set forth in Sections 6.1(a)(i) and 6.1(a)(ii) have been satisfied.~~

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

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

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

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

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

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

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

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

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

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

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

7.2 ~~6.2~~ Conditions to Obligations of ~~the Companies~~ Seller

. The obligation of ~~the Companies~~ Seller to perform any obligations hereunder, including to consummate the transactions contemplated by this Agreement, is subject to Buyer becoming the Successful Bidder (whether following the conclusion of the Auction or thereafter as a result of the Successful Bidder failing to close) and to the satisfaction, on or before the Closing Date, of each of the following conditions (any of which may be waived by ~~the Companies~~ Seller, in whole or in part, in its sole and absolute discretion to the extent permitted by applicable Law):

(a) Representations and Warranties and Covenants.

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

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

~~(iii) Buyer shall have delivered to the Companies a certificate of Buyer signed by an officer of Buyer, dated as of the Closing Date, stating that the conditions set forth in Sections 6.2(a)(i) and 6.2(a)(ii) have been satisfied.~~

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

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

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

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

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

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

7.3 ~~6.3~~ Frustrations of Closing Conditions

. Neither Buyer nor ~~any Company~~ Seller may rely, either as a basis for not consummating the transactions contemplated by this Agreement or terminating this Agreement and abandoning the transactions contemplated hereby, on the failure of any condition set forth in ~~Section 6.1~~ Section 7.1 or ~~Section 6.2~~ Section 7.2, as the case may be, to be satisfied if such failure was caused by such Party's ~~breach of failure to act in good faith, comply with~~ any ~~provision~~ provisions of this Agreement or use its commercially reasonable efforts to cause the Closing to occur, as required by Section 10.10.

ARTICLE VIII ~~ARTICLE VII~~ TAX MATTERS

8.1 ~~7.1~~ Transfer Taxes

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

8.2 Tax Returns

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

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

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

(d) ~~7.2 Allocation~~ Straddle Period Allocation. In the case of any Straddle Period, (a) real and personal property *ad valorem* Taxes, and other similar Taxes imposed on a periodic basis that, in each case, are not measured by or based on income, gross receipts, or payroll or other expenditures, shall be apportioned between the portion of such Straddle Period ending on the Closing Date and the portion of such Straddle Period beginning after the Closing Date on a daily pro-rata basis and (b) all other Taxes shall be apportioned between the portion of such Straddle Period ending on the Closing Date and the portion of such Straddle Period beginning after the Closing Date on a closing of the books basis as of the end of the Closing Date; provided, however, that exemptions, allowances, deductions or Taxes that are calculated on an annual basis, such as property Taxes and depreciation deductions, shall be apportioned between such two (2) taxable periods on a daily basis.

~~Buyer and the Companies agree that the Purchase Price (and all other items required~~

~~under the Code), as calculated for Tax purposes, shall be allocated among the Purchased Assets in accordance with Section 1060 of the Code and the Treasury regulations thereunder (and any similar provision of state, local, or non-U.S. law, as appropriate) and the principles set forth in Schedule 7.2. Buyer shall deliver a draft of such allocation to the Companies within sixty (60) days after the Closing Date. The Companies shall have thirty (30) days after receipt to review and comment in writing on Buyer's determination. If the Companies do not object in writing to the draft allocation of the Purchase Price during such period, the draft allocation of the Purchase Price shall become the final and binding allocation of the Purchase Price for income Tax purposes. If the Companies timely notify Buyer within thirty (30) days in writing that the Companies object to any items reflected in such draft allocation prepared by Buyer, the Companies and Buyer shall negotiate in good faith to resolve such dispute; provided, that if the Companies and Buyer are unable to resolve any dispute with respect to the allocation within sixty (60) days following the delivery of the allocation to the Companies, Buyer and the Companies shall each be entitled to use its own allocation. If Buyer and the Companies agree to an allocation, Buyer and the Companies shall report, act and file Tax Returns (including IRS Form 8594) in all respects and for all purposes consistent with the allocation and shall not take any position (whether in audits, Tax Returns or otherwise) that is inconsistent with the allocation finally determined under this Section 7.2 unless required to do so by applicable law. The Companies shall timely and properly prepare, execute, file and deliver all such documents, forms and other information as Buyer may reasonably request to prepare such allocation. Any adjustments made to the Purchase Price after the allocation is otherwise final shall be allocated in a manner consistent with this Section 7.2.~~

8.3 ~~7.3~~ Cooperation on Tax Matters

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

8.4 ~~7.4~~ Tax Controversies

. Buyer shall give prompt notice to ~~the Companies~~Seller of the assertion of any claim, or the commencement of any Proceeding with respect to any Tax liability ~~for which any Company is responsible under Section 2.4, relating to a Pre-Closing Tax Period~~ and shall give ~~the Companies~~Seller such information with respect thereto as ~~the Companies~~Seller may reasonably request. ~~The Companies~~Seller may, at ~~their~~its own expense, participate in ~~and, upon written notice to Buyer, assume the defense of any such Proceeding, provided that (i) the Companies shall thereafter consult with Buyer upon Buyer's request for such consultation from time to time with respect to such Proceeding and (ii) the Companies shall not agree to any settlement with respect to any Tax without Buyer's consent, which consent shall not be unreasonably withheld, conditioned or delayed. If any Company assumes such defense, Buyer shall have the right (but not the duty) to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by such Company. Whether or not the Companies choose to defend or prosecute any claim, all of the~~ All Parties shall cooperate in the defense or prosecution ~~thereof~~ of any Proceeding with respect to any Tax liability relating to a Pre-Closing Tax Period.

8.5 ~~7.5~~ Bulk Transfers

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

ARTICLE IX ~~ARTICLE VIII~~ TERMINATION

9.1 ~~8.1~~ Termination of Agreement

(a) This Agreement may be terminated as follows:

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

(ii) by the written notice of Buyer or ~~the Companies~~ Seller to the other if the Closing shall not have occurred on or prior to ~~January 31, 2024~~ the date that is one hundred (100) days after the Petition Date (the “Outside Date”); provided, that such date may be extended by the mutual written consent of Buyer and ~~the Companies~~ Seller for a period of up to thirty (30) days to the extent that all conditions to Closing set forth in this Agreement are capable of being satisfied as of such time; and provided, further, that the right to terminate this Agreement under this ~~Section 8.19.1~~ Section 8.19.1(a)(ii) shall not be available to any Party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date;

(iii) by the written notice of ~~the Companies~~ Seller to Buyer (provided that ~~no Company~~ Seller is not then in material breach of any representation, warranty, covenant or other agreement contained herein) if Buyer shall have breached or failed to perform in any material respect its covenants or other agreements contained herein or if any representation or warranty of any Buyer contained herein shall be or shall have become inaccurate in any material respect, which breach, failure to perform or inaccuracy would (if it occurred or was continuing as of the Closing Date) result in a failure of the conditions set forth in ~~Sections 6.17.1 or 6.27.2~~ Sections 6.17.1 or 6.27.2 to be satisfied, provided, that if such breach, failure to perform or inaccuracy may be cured by Buyer through the use of its reasonable best efforts, Buyer shall have ten (10) days after receipt of such notice to cure such breach and ~~the Companies~~ Seller may not terminate this Agreement under this ~~Section 8.19.1(a)(iii)~~ Section 8.19.1(a)(iii) during such period (no such cure period shall be available or applicable to any such breach, failure to perform or inaccuracy which by its nature cannot be cured prior to the Outside Date);

(iv) by the written notice of Buyer to ~~the Companies~~ Seller if ~~any Company~~ Seller has breached or failed to perform in any material respect its covenants or other agreements contained herein or if any representation or warranty of ~~such Company~~ Seller contained herein shall be or shall have become inaccurate in any material respect, which breach, failure to perform or inaccuracy would (if it occurred or was

continuing as of the Closing Date) result in a failure of the conditions set forth in Sections ~~6.17.1~~ or ~~6.27.2~~ to be satisfied, provided, that if such breach, failure to perform or inaccuracy may be cured by ~~such Company~~ Seller through the use of their reasonable best efforts, ~~such Company~~ Seller shall have ten (10) days after receipt of such notice to cure such breach and Buyer may not terminate this Agreement under this Section ~~8.19.1(a)(iv)~~ during such period (no such cure period shall be available or applicable to any such breach, failure to perform or inaccuracy which by its nature cannot be cured prior to the Outside Date);

(v) by Buyer if: (A) the Seller's Chapter 11 ~~Cases are~~ Case is dismissed or converted into a case under Chapter 7 of the Bankruptcy Code; or (B) an examiner with expanded powers or trustee is appointed by the Bankruptcy Court;

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

(vii) by the written notice of Buyer or the ~~Companies~~ Seller to the other if there shall be any Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or if any non-appealable Restraint restraining or enjoining Buyer or the ~~Companies~~ Seller from consummating the transactions contemplated by this Agreement is entered; provided, that the right to terminate this Agreement under this Section ~~8.19.1(a)(vii)~~ shall not be available to a Party that initiated such Restraint or took action in support of such Restraint;

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

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

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

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

9.2 ~~8.2~~ Effect of Termination

(a) If this Agreement is terminated pursuant to Section ~~8.19.1~~, this Agreement and all rights and obligations of the parties under this Agreement automatically end without Liability against any other Party or its Affiliates, except that Section ~~9.10.1~~ (Publicity), Section ~~9.9~~ 10.8 (Backup Bidder), Article ~~XXI~~ (Miscellaneous) and this Section ~~8.29.2~~ shall remain in full force and survive any termination of this Agreement. Notwithstanding the foregoing, but except as contemplated in Section ~~8.29.2(b)~~, in the event this Agreement is terminated by a Party because of the knowing and intentional breach of this Agreement by the other Party or because one or more of the conditions to the terminating Party's obligations under this Agreement is not

satisfied as a result of the other Party's knowing and intentional failure to comply with its obligations under this Agreement, the terminating Party's right to pursue all legal rights and remedies hereunder and under applicable Law will survive such termination unimpaired.

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

(c) Subject to Section ~~8.29.2~~(b), ~~the Companies~~ Seller shall return the Deposit ~~(with interest thereon at the rate specified, if any, in the Escrow Agreement)~~ to Buyer within five (5) Business Days (i) following entry by the Bankruptcy Court of an order authorizing the sale of the Purchased Assets to a Person other than Buyer who submitted a Qualified Bid, unless Buyer shall have been designated as the Backup Bidder, in which case Section ~~8.29.2~~(d) shall apply; or (ii) following termination by Buyer under Section ~~8.19.1~~.

(d) Subject to Section ~~8.29.2~~(b), in the event Buyer shall have been chosen as the Backup Bidder, Buyer's Deposit shall be returned to Buyer ~~(with interest thereon at the rate specified, if any, in the Escrow Agreement)~~ within five (5) Business Days following the date its bid is no longer required to be open and irrevocable as set forth in Section ~~9.9~~10.8. If Buyer is subsequently designated by ~~the Companies~~ Seller as the Successful Bidder as a result of the failure of the Successful Bidder to close on the sale within the time period set forth in Section ~~9.9~~10.6(a), Buyer shall be deemed to be the Successful Bidder and ~~the Companies~~ Seller and Buyer shall close the sale of the Purchased Assets within ten (10) Business Days of Buyer becoming the Successful Bidder. Subject to Section ~~8.29.2~~(b), the Deposit shall be held in escrow until such closing and applied ~~(with interest thereon at the rate specified, if any, in the Escrow Agreement)~~ to its obligations at the Closing in accordance with Section ~~2.72.5~~ and Section 3.2(a).

(e) ~~If~~Notwithstanding Section 9.2, (i) if this Agreement is terminated in accordance with this Agreement other than pursuant to Section ~~8.19.1~~(a)(vii), ~~the Companies shall pay to Buyer the Expense Reimbursement, consisting of Buyer's reasonable attorneys' fees up to \$400,000 (the "Expense Reimbursement"), and the Break Up Fee, equal to \$[]⁴, each as approved by the Bankruptcy Court (the "Break Up Fee" and, together with the Expense Reimbursement, the "Bid Protections");~~Section 9.1(a)(ii) (solely with respect to Buyer's timely failure to close), Section 9.1(a)(iii), Section 9.1(a)(v), Section 9.1(a)(vii) or Section 9.1(x), and (ii) at the time of such termination, Buyer is not then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement that would result in a failure of a condition set forth in Section 7.1(a) or 7.1(b), then Seller will pay the Expense Reimbursement Amount to Buyer by wire transfer of immediately available funds ~~as a required closing payment at the closing of an Alternative Transaction with a Person that is not Buyer. The Bid Protections shall be paid to Buyer, if triggered, from the proceeds of an Alternative Transaction.~~, without further order of the Bankruptcy Court, within three (3) Business Days following such termination of this Agreement.

(f) Notwithstanding Section 9.2(a), (i) if this Agreement is terminated pursuant to Section 9.1(a)(ii) (solely for Seller's timely failure to close), Section 9.1(a)(iv), Section 9.1(a)(vi), Section 9.(a)(viii) or Section 9.1(a)(ix) and (ii) at the time of such termination, Buyer

⁴ ~~Note to Draft: Not to exceed 3% of Purchase Price.~~

is not then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement that would result in a failure of a condition set forth in Section 7.1(a) or 7.1(b), then Seller will pay the Break-Up Fee to Buyer by wire transfer of immediately available funds, without further order of the Bankruptcy Court, within three (3) Business Days following such termination of this Agreement.

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

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

(i) ~~(f)~~ The Companies Seller and Buyer acknowledge and agree that the agreements contained in Sections 8.29.2(d)-(eh) are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, neither Buyer nor the Companies Seller would enter into this Agreement.

ARTICLE X~~ARTICLE IX~~ COVENANTS

10.1 ~~9.1~~ Conduct of the Business

. Until From the date hereof until the Closing, except: ~~(i) as required by Law, including in connection with the Chapter 11 Cases (it being understood that no provision of this Section 9.1 will require the Companies to make any payment to any of their creditors with respect to any amount owed to such creditors as of the Petition Date or which would as otherwise violate the Bankruptcy Code); (ii) as expressly set forth provided in this Agreement or Schedule 9.1; or (iii) as otherwise consented to in writing by Buyer (which consent will shall not be unreasonably withheld, conditioned or delayed), each Company will use its commercially reasonable efforts to operate~~ Seller shall, and shall cause WG Italy to: (a) conduct the Business in the Ordinary Course of Business ~~in all material respects and use its commercially reasonable efforts to;~~ and ~~(b) maintain and~~ preserve intact the current organization, operation, business and franchise of WG Italy and to preserve the rights, franchises, goodwill and relationships ~~with each Company's of its Business Employees, customers, lenders, suppliers, distributors regulators and other third parties others~~ having material business ~~dealings~~ relationships with such Company, subject to the limitation WG Italy. From the date hereof until the Closing Date, except as required by applicable Law or as consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), Seller shall not cause or permit WG Italy to take any

action that would cause any ~~payments necessary for~~ of the forgoing shall be provided for and within the amounts in the Approved Budget approved from time to time; (2) ~~continue to maintain~~ changes, events or conditions described in Section 5.8 to occur. Seller agrees, during the period from the date of this Agreement until the earlier of the Closing or the termination of this Agreement not to, directly or indirectly, sell, assign or otherwise dispose of, or encumber, any of the Transferred Equity. Subject to Section 8.2, Seller shall be permitted to cause WG Italy to distribute to Seller, by distribution or otherwise, all ~~books~~ cash and ~~records on a basis consistent with past practice; and (3) continue to make all required filings and payments with and~~ cash equivalents of WG Italy immediately prior to or at the Closing.

10.2 Notices to Governmental Authorities ~~in connection with the Business in a timely manner, and maintain in effect all existing Permits required for the ongoing operation of the Business as presently conducted.~~

9.2 — Employee and Employee Benefit Matters

(a) ~~Prior to the Closing Date, or at such other time(s) as the Parties agree in writing, Buyer or any Affiliate of Buyer will offer employment to each Business Employee and the applicable Company shall terminate the employment of each Business Employee, in each case, effective as of the Closing Date. Each such offer of employment shall offer each such Business Employee base salary or wage rates, as applicable, and other compensation at levels no less than the amounts payable by such Company or the Acquired Company as of the Closing Date. For a period of no less than one (1) year following the Closing Date, Buyer agrees (i) that a Transferred Employee's base salary or wage rate shall not be reduced and (ii) to provide each Transferred Employee with health and welfare employee benefits (excluding any defined benefit pension, deferred compensation, change in control, retention equity, equity-based compensation or post termination or retiree health or welfare benefits) that are substantially comparable in the aggregate to those provided to such Transferred Employee by such Company as of the Closing Date. Each Business Employee who reports to work on such Business Employee's next regularly scheduled work day following the Closing Date and actively commences work with Buyer or such Affiliate of Buyer immediately following the Closing or at such later time(s) as the Parties agree in writing shall be referred to herein as a "Transferred Employee."~~

(b) ~~Buyer shall be liable and responsible, from and after the Closing, for all accrued wages and accrued but unused vacation benefits for Transferred Employees arising as a result of the employment of such Transferred Employee with any Company on and prior to the Closing Date, solely to the extent such accrued but unused vacation is not required to be paid to the Transferred Employees in connection with their separation from any Company under applicable Law.~~

(c) ~~For purposes of eligibility, vesting and level of benefits under the benefit and compensation plans, programs, agreements and arrangements of Buyer or any of its Affiliates in which the Transferred Employees become eligible to participate following the Closing (the "Buyer Benefit Plans"), Buyer shall, or shall cause the applicable Affiliate to, use commercially reasonable efforts to credit each Transferred Employee with such Transferred Employee's years of service with the Companies or and any predecessor or other entities, to the same extent as such Transferred Employee was entitled immediately prior to the Closing to credit for such service under any similar benefit plan of the Companies; provided, that no such service shall be credited to the extent that it would result in a duplication of benefits with respect to the same period of service or with respect to the accrual of benefits. In addition, Buyer shall, or shall cause its applicable Affiliate to, use commercially reasonable efforts to cause (i) actively at work requirements of such Buyer Benefit Plan to be waived for such~~

~~Transferred Employee and such Transferred Employee's covered dependents, and (ii) for the plan year in which the Closing occurs, the crediting of each Transferred Employee with any co-payments, deductibles and out of pocket expenses paid prior to the Closing Date in satisfying any applicable copayments, deductibles or out of pocket requirements under any Buyer Benefit Plan.~~

~~(d) — The Companies shall pay all workers' compensation costs for the Transferred Employees that relate to injuries occurring before the Closing Date and Buyer shall pay all workers' compensation costs for the Transferred Employees that it hires that relate to injuries occurring on or after the Closing Date.~~

~~(e) — Nothing in this Section 9.2 shall be construed to modify, amend or establish any benefit or compensation plan, program, policy, Contract, agreement or arrangement or affect the ability of Buyer or any of its Affiliates to modify, amend or terminate any of its benefit or compensation plans, programs, policies, Contracts, agreements or arrangements. This Section 9.2 is not intended to, and shall not be construed to, confer upon any Person (other than the Companies and Buyer) any rights or remedies (including any third party beneficiary rights) hereunder. Further, this Section 9.2 is not intended to confer upon any Person any right to continued employment for any period of time by reason of this Agreement, or any right to a particular term or condition of employment. Prior to, at or after the Closing Date, in each case as required by or as determined to be advisable pursuant to applicable Law, Seller shall, and shall cause WG Italy to, cooperate with Buyer in completing and delivering to the applicable parties (including any pertinent Governmental Authorities), such change notices, certifications or other documentation related to the change of control contemplated hereby, as may be required pursuant to applicable Law or under the terms of any Contract, including under any employee benefit plan maintained by WG Italy or in which the Business Employees participate prior to Closing.~~

10.3 ~~9.3~~ Press Releases and Announcements

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

10.4 ~~9.4~~ Confidentiality

. Except to the extent reasonably necessary to obtain Bankruptcy Court approval of the transactions contemplated hereby, in which case, the Parties shall allow Buyer, on the one hand, ~~or the Companies~~ Seller, on the other hand, reasonable time to comment on the scope of such disclosure in advance of such disclosure, ~~each Company~~ Seller and Buyer shall treat all nonpublic information provided or obtained in connection with this Agreement (including in connection with the access provisions of ~~Section 9.5~~ 10.5) and the transactions contemplated hereby as confidential in accordance with the terms of the Nondisclosure Agreement. The terms of the Nondisclosure Agreement are hereby incorporated by reference and shall continue in full force and effect until the Closing, at which time such Nondisclosure Agreement shall terminate. In the event of a conflict or inconsistency between the terms of this Agreement and the Nondisclosure Agreement, the terms of this Agreement will govern. If this Agreement is, for any reason, terminated prior to the Closing, the Nondisclosure Agreement shall continue in full force and effect in accordance with its terms.

10.5 ~~9.5~~ Access to Information

(a) ~~Prior to~~ From the date hereof until the Closing, each Company (i) Seller shall, and shall cause ~~its officers, directors and employees to, and shall use its commercially reasonable efforts to cause its auditors and other agents to, upon reasonable advance notice, afford the officers, directors, employees, auditors and other agents of~~ WG Italy, to: (a) afford Buyer and its representatives reasonable access, ~~during normal business hours, to the officers, directors, employees to and the right to inspect all of the real property, properties, offices, other facilities assets, premises, books and records of such Company and, Contracts and other documents and data related to WG Italy and reasonable access to Business Employees; (ii) shall~~ shall furnish Buyer and its representatives with ~~all such~~ all such financial, business, operating and other data and information ~~with respect related to such Company WG Italy~~ as Buyer, through or any of its directors, officers, employees or agents, representatives may reasonably request; ~~provided, that the foregoing shall not require such Company to provide any such access or furnish any such information that in its reasonable judgment would violate any Law or, in the reasonable judgment of such Company, compromise or constitute a waiver of any attorney-client privilege of such Company; provided, further, that if such Company is so restricted, it shall notify Buyer that information or records are being withheld and provide Buyer with as much information as possible with respect to such information or records.~~

(b) ~~Notwithstanding anything, including all such information as shall be necessary to enable Buyer or its representatives to verify the contrary accuracy of the representations and warranties contained herein in this Agreement, prior to the Closing, (i) without the prior written consent of the Companies, Buyer verify that the covenants of Seller contained in this Agreement have been complied with and to determine whether the conditions set forth in Article VII have been satisfied; and its (c) cause the representatives shall not contact or communicate with the employees, customers, suppliers, independent contractors, landlords, lessors, banks of WG Italy to cooperate with Buyer in its investigation of WG Italy; provided, however, that any such investigation shall be conducted during normal business hours upon reasonable advance notice to Seller, under the supervision of WG Italy's personnel and in such a manner as not to interfere with the normal operations of WG Italy. Upon reasonable request of Buyer, Seller shall cooperate with and cause representatives of WG Italy to attend meetings of representatives of Buyer with customers, vendors and-or other business relations partners of the Companies in connection with, or relating in any way to, the transactions contemplated hereby, and provided that the Companies shall have the right to have a representative present during any such contact in the event that it consents to such contact and (ii) WG Italy. All requests by Buyer for access pursuant to this Section 10.5 shall be submitted or directed exclusively to Seller, or such other individuals as Seller may designate in writing from time to time. From the date hereof until the Closing, without the prior written consent of Seller (such consent not to be unreasonably withheld, delayed or conditioned), Buyer shall not contact any suppliers to, or customers of, WG Italy and Buyer shall have no right to perform invasive or subsurface investigations of the Owned Real Property without the prior written consent of the Companies (which consent may be withheld for any reason). Buyer shall, and shall cause its representatives to, abide by the terms of the Nondisclosure Agreement with respect to any access or information provided pursuant to this Section 10.5.~~

10.6 ~~9.6~~ Bankruptcy Court Matters

(a) ~~The Companies will use good faith and commercially reasonable efforts to cause the Sale Order to become a Final Order as soon as practicable after its entry.~~ As promptly as practicable after the execution of this Agreement, Sellers will file with the Bankruptcy Court a motion (the “Stalking Horse Motion”) seeking entry of an Order acceptable to Buyer authorizing, among other things, the observance and performance of the terms of Sections 9.2(e) through (i) by the Companies and Buyer and deeming the Buyer as the “highest and best offer” for the Transferred Equity and approval of the Break-Up Fee (the “Stalking Horse Order”).

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

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

(d) ~~(e)~~ The Companies and Buyer will promptly take such actions as are reasonably requested by Buyer to assist in obtaining entry of the Sale Order and any other Order reasonably necessary in connection with the transactions contemplated by this Agreement as promptly as practicable, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court and making such employees and representatives of Seller, Buyer, and their Affiliates available to testify before the Bankruptcy Court for purposes, among others, of providing necessary assurances of performance by Buyer of its obligations under this Agreement and all other agreements, instruments, certificates and other documents to be entered into or delivered in connection with the transactions contemplated by this Agreement and demonstrating that Buyer is a good faith buyer under Section 363(m) of the Bankruptcy Code.

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

(f) ~~(d)~~ If an appeal is taken, or petition for certiorari or motion for rehearing or re-argument filed, or a stay pending appeal is requested from either the Bidding Procedures Order, the Stalking Horse Order or the Sale Order, the Companies will promptly notify Buyer of such appeal, petition, motion or stay request and the Companies, with input from Buyer, will take all reasonable steps to defend against such appeal, petition, motion or stay request. Notwithstanding the foregoing, nothing in this Agreement precludes the parties from consummating the transactions contemplated by this Agreement if the Sale Order has been entered and has not been stayed and if Buyer, in its sole discretion, waives in writing the condition set forth in Section 6.17.2(c) that the Sale Order be a Final Order.

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

(h) ~~(f)~~ The Companies shall comply (or obtain an order waiving compliance) with all requirements under the Bankruptcy Code and Bankruptcy Rules in connection with obtaining approval of the transactions contemplated by this Agreement. The Companies shall serve on all required Persons, including: (i) all Persons who are known to possess or assert a Claim or Lien against or interest in the Purchased Assets; (ii) all applicable Governmental Authorities; (iii) all other Persons required by any order of the Bankruptcy Court, the Bankruptcy Code or the Bankruptcy Rules; and (iv) using commercially reasonable efforts to serve any other Persons that Buyer reasonably may request, any notice of the motions, hearings, or orders necessary to comply with its obligations under this Section 9.6~~10.6~~ and to consummate the transactions contemplated hereby.

10.7 ~~9.7~~ Bankruptcy Court Approval

. Buyer and the Companies acknowledge that, under the Bankruptcy Code, the sale of Purchased Assets ~~and Bid Protections~~ are subject to approval of the Bankruptcy Court. Buyer and the Companies acknowledge that to obtain such approval, the Companies must demonstrate that they have taken reasonable steps to obtain the highest or best value possible for the Purchased Assets, including giving notice of the transactions contemplated by this Agreement to creditors and other interested parties as ordered by the Bankruptcy Court, providing information about the Purchased Assets to prospective bidders, entertaining higher or better offers from Qualified Bidders and, if necessary, conducting an Auction and selling the Purchased Assets to another Qualified Bidder.

~~9.8 — Assumption and Rejection of Contracts~~

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~~(a) — At the Closing and pursuant to Section 365 of the Bankruptcy Code and the Sale Order, the Companies shall assume and assign to Buyer, and Buyer shall assume from the Companies, the Assumed Contracts of each Company. Buyer may designate any Contract of any Company as an Assumed Contract by listing such Contract on Schedule 2.1(d), which schedule may be supplemented or revised by Buyer until two (2) days prior to the day of the Closing (or such later date to the extent set forth in this Section 9.8). Any Contracts of the Company that are not set forth on the Schedule 2.1(d) shall be deemed to be Excluded Contracts. With respect to any particular Assumed Contract, the effective date of the assignment to Buyer shall be the later to occur of (x) the Closing Date or (y) the date Buyer designates a Disputed Contract or Previously Omitted Contract as an Assumed Contract.~~

~~(b) — In the event of an objection by a Contract Counterparty to the Cure Cost asserted by the Companies with regard to any Contract (such contract, a “Disputed Contract”), the Companies, at the option of Buyer if Buyer chooses to continue to pursue the assumption and assignment of the Disputed Contract, shall either settle the objection of such party or shall litigate such objection under procedures as the Bankruptcy Court shall approve and proscribe; provided, that Buyer shall pay to the Companies on a current basis any post-petition administrative expenses arising under such Disputed Contract from the Closing Date, pending the determination whether such Disputed Contract will be assumed and assigned or rejected. In no event shall the Company settle a Cure Cost objection with regard to any Assumed Contract without the express written consent of Buyer (with an email consent being sufficient). In the event that a dispute regarding the Cure Cost with respect to an Assumed Contract has not been resolved as of the Closing Date, the Companies and Buyer shall nonetheless remain obligated to consummate the transactions contemplated by this Agreement. Upon entry of an Order of the Bankruptcy Court determining any Cure Cost regarding any Disputed Contract after the Closing (the “Disputed Contract Order”), Buyer shall have the option to designate the Disputed Contract as an Assumed Contract (regardless of whether such Disputed Contract was set forth on Schedule 2.1(d), in which case, for the avoidance of doubt, Buyer shall assume the Disputed Contract and shall be responsible for paying the associated Cure Cost (if any) with respect to such Disputed Contract); provided, that if Buyer does~~

~~not designate such Disputed Contract as an Assumed Contract within fifteen (15) Business Days after the date of the Disputed Contract Order (or such later date as agreed by the Companies and Buyer) (the “Disputed Contract Outside Date”); (i) such Disputed Contract shall automatically be deemed to be an Excluded Contract for all purposes under the Sale Order and this Agreement, (ii) Buyer shall not be obligated to pay any Cure Cost associated with such Disputed Contract, and (iii) Buyer shall be liable for the payment of any post petition administrative expenses arising under such Disputed Contract from the Closing Date until the earlier of (x) the date Buyer provides the Companies with notice as to whether it intends to designate such Disputed Contract as an Assumed Contract or (y) the Disputed Contract Outside Date.~~

~~(e) — For all purposes of this Agreement (including all representations and warranties of the Company contained herein), the Companies shall be deemed to have obtained all required consents in respect of the assignment of any Assumed Contract and to have cured all defaults thereunder if, and to the extent that, pursuant to the Sale Order, Section 365 Order or Disputed Contract Order, as applicable, the Companies are authorized and directed to assume and assign the Assumed Contracts to Buyer pursuant to Section 365 of the Bankruptcy Code.~~

~~(d) — Each Excluded Contract may be rejected by the Companies in their sole and absolute discretion, subject to approval by the Bankruptcy Court. No designation of any Contract for assumption and assignment or rejection in accordance with this Section 9.8, the Bidding Procedures, the Bidding Procedures Order or the Sale Order will give rise to any adjustment to the Cash Consideration.~~

~~(e) — If at any time, prior to the earlier of confirmation of a plan in the Chapter 11 Cases or entry or an order dismissing the Chapter 11 Cases, it is discovered that a Contract material to the operation of the Business should have been listed on Section 4.7 of the Disclosure Schedule, but was not so listed (any such Contract, a “Previously Omitted Contract”), the Companies shall, promptly following the discovery thereof (but in no event later than five (5) Business Days following the discovery thereof), notify Buyer in writing of such Previously Omitted Contract and provide Buyer with a copy of such Previously Omitted Contract and the Cure Cost (if any) in respect thereof. Buyer shall thereafter deliver written notice to the Companies, no later than ten (10) Business Days following such notice of such Previously Omitted Contract from the Companies, if Buyer elects for such Previously Omitted Contract to be an Assumed Contract (the “Previously Omitted Contract Election”).~~

~~(f) — If Buyer elects for a Previously Omitted Contract to be an Assumed Contract in accordance with Section 9.8(e) the Companies shall file and serve an assignment and assumption notice on the Contract Counterparty to such Previously Omitted Contract notifying such Contract Counterparty of the Companies’ intention to assume and assign to Buyer such Previously Omitted Contract, including the proposed Cure Cost (if any). Such notice shall provide such Contract Counterparty an opportunity to object to the assumption of its Contract. If such Contract Counterparty, the Companies and Buyer are unable to reach a consensual resolution with respect to an objection to the assumption of the Previously Omitted Contract, the Companies will seek an expedited hearing before the Bankruptcy Court to seek approval of the assumption and assignment of such Previously Omitted Contract; provided, that Buyer shall pay to the Companies on a current basis any post petition administrative expense arising after the delivery of the Previously Omitted Contract Election under such Previously Omitted Contract, pending the determination whether such Previously Omitted Contract will be assumed and assigned or rejected. If the Bankruptcy Court enters a Disputed Contract Order with respect to such Previously Omitted Contract, Buyer shall have the option to designate the Previously Omitted Contract as an Assumed Contract (in which case, for the avoidance of doubt, Buyer shall assume the Previously Omitted Contract and shall be responsible for paying the associated Cure Cost (if any) with respect to such Previously Omitted Contract within fifteen (15) Business Days of such Previously Omitted Contract being designated an Assumed Contract); provided, that if Buyer does not designate such Previously Omitted Contract as an Assumed Contract within fifteen (15) Business Days after the date of the Disputed Contract Order (or such later date as agreed by the Companies and Buyer) (the “Previously Omitted~~

~~Contract Outside Date”), such Previously Omitted Contract shall automatically be deemed to be an Excluded Contract for all purposes under this Agreement, Buyer shall not be obligated to pay any Cure Cost associated with such Previously Omitted Contract, and Buyer shall be liable for the payment of any post-petition administrative expenses arising under such Previously Omitted Contract arising from the date of the delivery of the Previously Omitted Contract Election until the earlier of (i) the date Buyer provides the Companies with notice as to whether it intends to designate such Previously Omitted Contract as an Assumed Contract or (ii) the Previously Omitted Contract Outside Date.~~³

10.8 ~~9.9~~ Backup Bidder

~~. The Companies and Buyer agree that, in the event that~~ If an Auction is conducted, and Buyer is not the Successful Bidder at the Auction, ~~and the conclusion of such Auction but is the next highest bidder at the Auction, Buyer shall be required to serve as the Backup Bidder and keep Buyer’s bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be revised in the Auction) open and irrevocable until this Agreement is otherwise terminated. If the Successful Bidder fails to consummate the applicable Alternative Transaction with~~ as a result of a breach or failure to perform on the part of such Successful Bidder ~~does not close, if and only if Buyer is, then~~ the Backup Bidder ~~will be deemed to have the new prevailing bid, and the Companies have filed a notice in form and substance reasonably acceptable to Buyer designating Buyer the Successful Bidder, Buyer shall promptly~~ may consummate the transactions contemplated by this Agreement ~~upon on~~ the terms and conditions ~~as set forth herein, including the Cash Consideration in this Agreement (as the same may be modified by Buyer at~~ have been improved upon in the Auction, ~~in accordance with the Bidding Procedures).~~ Buyer acknowledges that time is of the essence in achieving Closing and shall undertake all commercially reasonable efforts to reach Closing in a timely manner.

~~9.10 — Payments Received~~

~~. The Companies, on the one hand, and Buyer, on the other hand, each agree that, after the Closing, each will hold and will promptly transfer and deliver to the other, from time to time as and when received by them, any cash, checks with appropriate endorsements (using commercially reasonable efforts not to convert such checks into cash) or other property that they may receive on or after the Closing which belongs to the other and will account to the other for all such receipts. Without limiting the generality of the foregoing, the Companies (prior to the entry by the Bankruptcy Court of an order confirming a Chapter 11 plan or dismissing the Chapter 11 Cases) agrees to cooperate with Buyer, at the sole cost of Buyer, to inform parties owing payments to the Business after the Closing that constitute Purchased Assets (the “Business Payments”) of the accounts of Buyer that should receive such Business Payments following the Closing and otherwise reasonably assist Buyer to ensure that such Business Payments are made to such accounts. Each of the Companies, on the one hand, and Buyer, on the other hand, hereby agrees that any payments mistakenly received by it, or its Affiliates shall be promptly transferred and delivered back to the other Party or its Affiliate, as applicable.~~

10.9 ~~9.11~~ Preservation of Records; Post-Closing Access and Cooperation

~~. (a)~~ For a period of seven (7) years from the Closing Date (or longer if required by applicable Law) ~~(the “Post-Closing Access and Cooperation Period”), Buyer shall preserve and~~ (a) retain all the books and records in its possession that are Purchased Assets (including any documents, personnel files) of WG Italy relating to ~~any governmental or non-governmental claims, actions, suits, proceedings or investigations) relating to the Purchased Assets prior to the Closing Date, and shall make such records (or copies) and reasonably appropriate personnel available, at reasonable times and upon reasonable~~

³ Note to Draft: Bid protections subject to court approval referenced elsewhere.

~~advance notice, to any of the Companies (or their representatives, designees or successors) as may be reasonably required by such Company in connection with any insurance claims by, Proceedings against, governmental investigations of, compliance with legal requirements by or other reasonable business purposes of, the Companies.~~

~~(b) — During the Post-Closing Access and Cooperation Period, subject to existing confidentiality agreements and upon reasonable advance notice from the Companies (or their designee or successor), Buyer shall provide reasonable cooperation to the Company and their representatives (or their designee or successors, which may include the trustee of a liquidating trust) for the purpose of winding up their affairs and finalizing the administration of the Chapter 11 Cases, including their books and records periods prior to the Closing in a manner reasonably consistent with respect to the Purchased Assets prior to the Closing Date, at the sole cost of the Company. During the Post-Closing Access and Cooperation Period, Buyer shall cooperate with, and shall permit and use its reasonable commercial efforts to cause, its personnel to cooperate with the Companies (or, their designee or successors) after the Closing and practices of WG Italy; and (b) upon receipt of reasonable prior written notice, in furnishing information, testimony and other assistance afford Seller reasonable access (including the right to make, at Seller's expense, photocopies), during normal business hours, to the books and records of WG Italy with respect to the Purchased Assets for periods or occurrences prior to or on the Closing Date as reasonably required in connection with any action or proceeding relating to the Chapter 11 Cases; provided, that such access does not unreasonably interfere with Buyer's business or operations for the sole purpose of examining such books and records as they relate to any such claim; provided, that nothing herein shall require Buyer or WG Italy to provide access to, or to disclose any information to, Seller if such access or disclosure would, in the written determination of Buyer's outside legal counsel: (i) jeopardize any attorney-client or other legal privilege or (ii) contravene any applicable Law.~~

~~(c) — In the event that Buyer learns that it possesses any Excluded Records, Buyer will maintain the security and confidentiality of, and refrain from reviewing or permitting any third party to review, such Excluded Records. During the Post-Closing Access and Cooperation Period, Buyer will promptly notify the Companies (or their representatives, designees or successors) that it has located such Excluded Records and provide the Companies a reasonable opportunity to remove such Excluded Records at the Companies' expense. Following the Post-Closing Access and Cooperation Period, Buyer will either (i) promptly notify the Companies (or their representatives, designees or successors) that it has located such Excluded Records and provide the Companies a reasonable opportunity to remove such Excluded Records at the Companies' expense or (ii) promptly destroy such Excluded Records.~~

10.10 Closing Conditions

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

10.11 Notification of Certain Matters

. Prior to the Closing, Seller shall timely provide notice to Buyer of (a) any Material Adverse Effect, (b) any breach of a representation, warranty, covenant or other agreement of Seller under this Agreement that would reasonably be expected to cause a condition in Article VII not to be satisfied,

(c) any Proceeding or Order that is threatened, brought, asserted or commenced against Seller or WG Italy which would have been disclosed pursuant to any of the representations and warranties set forth in Article IV or Article V if such Proceeding or Order had arisen prior to the date of this Agreement, (d) any notice or other communication from any third party alleging that the consent of such third party is or may be required in connection with the transactions contemplated by this Agreement, (e) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement or any Transaction Document.

10.12 2024 Lead Ingots Purchase Agreement

. Following the date hereof and prior to the Closing, Seller shall, and shall cause WG Italy to, use reasonable best efforts to enter into a purchase agreement with WG Italy's existing lead supplier for the purchase of lead ingots for the calendar year ending December 31, 2024, the term of which agreement shall be limited to twelve (12) months and the pricing to be on substantially similar terms as were set forth in the

existing agreement between WG Italy and such supplier.

10.13 Change of Name

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

ARTICLE XI~~ARTICLE X~~ MISCELLANEOUS

11.1 ~~10.1~~ Non-Survival of Representations, Warranties and ~~Certain~~ Covenants

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

11.2 ~~10.2~~ Amendment and Waiver

. This Agreement may be amended, supplemented or changed only in writing executed by each Party and any provision of this Agreement may be waived only if such waiver is set forth in a writing executed by the Party granting such waiver. No course of dealing between or among any Persons having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Party under or by reason of this Agreement. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party of a breach of any provision

of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy, including injunctive relief. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law or equity.

11.3 ~~10.3~~ Notices

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

Notices to ~~the Companies~~ Seller:

4400 Otter Lake Rd
White Bear Township, MN 55110

Attention: Bradley J. Hartsell

Email:

~~bradley.hartsell@watergrem.com~~ bradley.hartsell@watergrem.com

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

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

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

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

Notices to Buyer:

133 Fanjoy Road
Statesville, NC 28625



Attention: Paolo Invernizzi,

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

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



Attention: Luis Lluberas

Email: luislluberas@mvalaw.com

Email: paolo.invernizzi@accuma.it

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11.4 ~~10.4~~ Binding Agreement; Assignment; No Third Party Rights

. This Agreement binds and benefits the Parties and their respective successors (including any trustee, receiver, receiver-manager, interim receiver or monitor or similar officer appointed in any respect of ~~the Companies~~[Seller](#) under Chapter 11 or Chapter 7 of the Bankruptcy Code and any Person appointed as a successor to ~~each Company~~[Seller](#) pursuant to a confirmed Chapter 11 plan). No Party may delegate any performance of its obligations under this Agreement, except that Buyer may at any time delegate the performance of its obligations ~~(other than the obligation to pay the Cash Consideration)~~ to any Affiliate of Buyer so long as Buyer remains fully responsible for the performance of the delegated obligation. Nothing expressed or referred to in this Agreement will be construed to give any Person, other than the Parties to this Agreement (which includes any trustee, receiver, receiver-manager, interim receiver or monitor or similar officer appointed in any respect of ~~the Companies~~[Seller](#) under Chapter 11 or Chapter 7 of the Bankruptcy Code and any Person appointed as a successor to ~~any Company~~[Seller](#) pursuant to a confirmed Chapter 11 plan).

11.5 ~~10.5~~ Severability

. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Law, but if any provision of this Agreement is held to be prohibited by or invalid under Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement. Upon a determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties hereto as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

11.6 ~~10.6~~ Construction

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

(b) The Disclosure Schedule attached to this Agreement have been arranged in separately titled sections corresponding to sections of this Agreement; provided, each section of the Disclosure Schedule will be deemed to incorporate by reference all information disclosed in any other section of the Disclosure Schedule to the extent that the relevance of such information to such other schedules is readily apparent on its face and nothing therein is intended to broaden the scope of any representation or warranty contained in this Agreement. The ~~specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Disclosure Schedule or the attached exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course of Business consistent with past practice, and no Party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, the Disclosure Schedule or exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or~~

~~included in this Agreement, the Disclosure Schedule or exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course of Business consistent with past practice. The~~ mere inclusion of an item in the Disclosure Schedule as an exception to a representation or warranty shall not be deemed an admission to any Person, other than Buyer, that such item represents a material exception or material fact, event or circumstance or that such item has had or would be reasonably likely to have a Material Adverse Effect. In addition, matters reflected in the Disclosure Schedule are not necessarily limited to matters required by this Agreement to be reflected in the Disclosure Schedule. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature.

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

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

11.7 ~~10.7~~ Expenses

~~. Whether or not the Closing takes place, except~~ Except as otherwise expressly provided herein ~~(including, for the avoidance of doubt, Section 9.2), the Companies in this Agreement, Seller, on the one hand, and Buyer, on the other hand,~~ shall pay all of each bear their own fees, costs and expenses ~~(including fees, costs and expenses of legal counsel, investment bankers, brokers or other representatives and consultants and appraisal fees, costs and expenses)~~ incurred in connection with the negotiation, delivery and performance execution of this Agreement, ~~the and each~~ other ~~Transaction Documents, the performance of its obligations hereunder and thereunder, agreement, document and instrument contemplated by this Agreement~~ and the consummation of the transactions contemplated hereby and thereby; ~~it being acknowledged and agreed that all Transfer Taxes will be governed by Section 7.1 and all Cure Costs will be governed by Section 2.7.~~

11.8 ~~10.8~~ Further Assurances

~~. Subject to the terms and conditions of this Agreement, prior to and after the Closing~~

~~Date, each Party shall prepare, execute and deliver, at the preparer's expense, such further instruments and shall use its commercially reasonable efforts to take or cause to be taken such other further action, as any Party shall reasonably request of any other Party at any time or from time to time in order to consummate, in any other manner, the terms and provisions of this Agreement.~~

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

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

11.9 ~~10.9~~ Entire Agreement

~~. The schedules and exhibits identified in this Agreement are incorporated herein by reference. This Agreement, together with the Nondisclosure Agreement and the other documents referred to herein~~ This Agreement (including the schedules and exhibits hereto), ~~contain~~ and the Transaction Documents represent the entire understanding and agreement between the ~~Parties~~ parties with respect to the subject matter hereof ~~and~~, supersede any all prior understandings, oral discussions and written agreements or representations by or between the ~~Parties, written or oral, which may have related parties with respect~~ to the subject matter hereof in (including any way.

~~10.10~~ Third Party Beneficiaries

~~. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties any legal or equitable right, remedy, or claim under or with respect to~~ term sheet or similar agreement or document relating to the transactions contemplated hereby), and can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. No oral statements or prior written material not specifically incorporated into this Agreement or any provision of this Agreement shall be of any force and effect.

11.10 ~~10.11~~ Non-Recourse

~~. This Agreement may only be enforced against, and any Proceeding 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. Except to the extent named as a party to this Agreement, and then only to the extent of the specific obligations of such parties set forth in this Agreement, no~~ No past, present or future director, officer, manager, employee, organizer, incorporator, shareholder, member, partner, manager, equity holder, Affiliate, agent, attorney or representative of Buyer or its Affiliates shall have any liability for any Liabilities of Buyer under this Agreement or the Buyer Documents of or for any

claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby. No past, present or future director, officer, manager, employee, organizer, incorporator, shareholder, member, partner, equity holder, Affiliate, agent, attorney or representative of any Party will Seller or its Affiliates shall have any Liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements, or other obligations or liability for any Liabilities of any of the Parties with respect to the matters set forth in Seller under this Agreement or the Seller Documents of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

11.11 ~~10.12~~ Governing Law

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

11.12 ~~10.13~~ Consent to Jurisdiction and Service of Process

. WHILE THE CHAPTER 11 CASES ARE PENDING, ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OBLIGATIONS HEREUNDER, SHALL BE BROUGHT IN THE BANKRUPTCY COURT. IF THE CHAPTER 11 CASES ARE NOT PENDING, OR IN THE EVENT THE BANKRUPTCY COURT ABSTAINS FROM HEARING A DISPUTE, ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OBLIGATIONS HEREUNDER, SHALL BE BROUGHT IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE OR ANY FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF DELAWARE. BY EXECUTING AND DELIVERING THIS AGREEMENT, THE PARTIES, IRREVOCABLY (I) ACCEPT GENERALLY AND UNCONDITIONALLY THE EXCLUSIVE JURISDICTION AND VENUE OF THESE COURTS; (II) WAIVE ANY OBJECTIONS WHICH SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT IN THE COURTS REFERRED TO IN CLAUSE (I) ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM; (III) AGREE THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO SUCH PARTY AT THEIR RESPECTIVE ADDRESSES PROVIDED IN ACCORDANCE WITH SECTION 10.312.2; AND (IV) AGREE THAT SERVICE AS PROVIDED IN CLAUSE (III) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER SUCH PARTY IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT. THE PARTIES HERETO IRREVOCABLY WAIVE, AND AGREE TO CAUSE THEIR SUBSIDIARIES TO WAIVE, THE RIGHT TO TRIAL BY JURY IN ANY ACTION TO ENFORCE OR INTERPRET THE PROVISIONS OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. NOTWITHSTANDING THE FOREGOING CONSENT TO JURISDICTION, SO LONG AS THE BANKRUPTCY COURT HAS JURISDICTION, EACH OF THE PARTIES AGREES THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION WITH RESPECT TO ANY MATTER UNDER OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND HEREBY SUBMITS TO THE JURISDICTION OF THE BANKRUPTCY COURT.

11.13 ~~10.14~~ Remedies

. The Parties acknowledge and agree that irreparable damage would occur in the event

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

11.14 ~~10.15~~ Counterparts; Electronic Delivery

. This Agreement and any Transaction Document, ~~and any amendments hereto or thereto,~~ may be executed in one or more counterparts ~~and delivered by email,~~ each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. In the event that a signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” or other electronic format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile, “.pdf,” or other electronic format signature page were an original thereof.

* * * * *

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

COMPANIES:

~~Water Gremlin Company~~

SELLER:

WATER GREMLIN HOLDINGS, INC.

By: _____

Name:

~~Its:~~

~~WG Sub, LLC~~

By: _____

Name:

~~Its:~~

~~Water Gremlin Holdings, Inc.~~

By: _____

Name:

Its:

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

BUYER:



ACCUMA CORPORATION

By: _____
Name:
Its:

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

<u>(i) Equity Purchase Price</u>	<u>\$ 6,500,000</u>
<u>plus (ii) Estimated Closing Cash</u>	<u>\$ 6,827,888</u>
<u>minus (d) Closing Indebtedness Amount</u>	<u>\$ (1,277,431)</u>
<u>minus (e) Closing Retained Liabilities</u>	<u>\$ (523,802)</u>

(a) Closing Consideration \$ 11,526,654

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

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

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

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

Deposit \$ 1,892,901

2.4(c) At Closing

Estimated Closing Consideration \$ 11,526,654

Less: Deposit \$ (1,892,901)

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

Buyer Payment At Closing \$ 2,805,865

| [Schedule 3.1](#)

| [See attached.](#)

Document comparison by Workshare Compare on Thursday, November 30, 2023 7:06:21 PM

Input:	
Document 1 ID	file:///C:/Users/helme.morgan/Desktop/Project Green Peace - Asset Purchase Agreement - Auction Draft 4878-7174-8483 v.2.docx
Description	Project Green Peace - Asset Purchase Agreement - Auction Draft 4878-7174-8483 v.2
Document 2 ID	netdocuments:///4859-5738-7923/7
Description	Green Peace - Accuma - Equity Purchase Agreement
Rendering set	Standard

Legend:	
<u>Insertion</u>	
~~Deletion~~	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	1338
Deletions	998
Moved from	49
Moved to	49
Style changes	0
Format changes	0
Total changes	2434