

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

In re:

MY JOB MATCHER, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 25-11280 (KBO)

(Jointly Administered)

Re: Docket Nos. 24, 110, 129

**ORDER (I) APPROVING ASSET STALKING HORSE APA, (II) AUTHORIZING THE
SALE OF ALL OR SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND
CLEAR OF ALL ENCUMBRANCES OTHER THAN ASSUMED LIABILITIES AND
PERMITTED ENCUMBRANCES TO JOB.COM ACQUISITION CO., LLC, (III)
AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (IV) GRANTING
RELATED RELIEF**

Upon the motion of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for an Order (I) Scheduling a Hearing on the Approval of the Sale of all or Substantially All of the Debtors’ Assets Free and Clear of All Encumbrances Other Than Assumed Liabilities and Permitted Encumbrances, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (II) Approving Certain Bidding Procedures and Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, and (III) Granting Related Relief [Docket No. 24] (the “Sale Motion”)² which provided notice of the Stalking Horse Bidder and the form of Stalking Horse APA; the Court having entered an order on July 28, 2025, approving certain bid procedures in connection with the sale of the Debtors’ assets free and clear of all claims, liens and encumbrances [Docket No. 110] (as subsequently amended,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: My Job Matcher, Inc. (9880); Job.com-HV, Inc. (DE) (5873); Job.com-HV, Inc. (FL) (5873); Job.com-Fortus, Inc. (6145); Job.com-Endevis, Inc. (1956); Job.com-QCI, Inc. (4364); Princeton One-Job.com, Inc. (4752); and Princeton Search L.L.C. (6163). For purposes of these chapter 11 cases, the Debtors’ service address is 1743 Sidewinder Drive, 1st Floor, Park City, Utah 84060.

² Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Sale Motion or in the Stalking Horse APA.

the “Bid Procedure Order”), the Debtors having served notice, including notice of publication, of the proposed sale consistent with the Bid Procedures Order [Docket Nos. 115, 131, 132, 154 and 162]; the Debtors having filed and served Notice of Possible Assumption and Assignment and Cure Amounts with Respect to Executory Contracts and Unexpired Leases of the Debtors [Docket No. 158] (the “Cure Notice”); the Debtors having filed the Notice of Cancellation of Auction and Designation of Stalking Horse Bidder as the Buyer, dated September 18, 2025 (the “Auction Cancellation Notice”) [Docket No. 222]; the Court having reviewed and considered the Sale Motion, the Auction Cancellation Notice; the proposed form of Stalking Horse APA, a copy of which is attached hereto as Exhibit A; the Declaration of Robert J. Corliss in Support of Chapter 11 Petitions and First Day Pleadings Filed By My Job Matcher, Inc. [Docket No. 13] (the “First Day Declaration”), the Declaration of Mark Guest in Support of the Sale Motion [Docket No. 262] (the “Guest Sale Declaration”), and the Declaration of Matt Guill in Support of the Sale Motion [Docket No. 257] (the “Guill Declaration”), and the Declaration of Albert Joseph Martinez, Jr. in Support of the Purchaser’s Good Faith in Connection with the Sale of the Debtors’ Assets [Docket No. 254] (the “Martinez Declaration,” and together with the First Day Declaration, the Guest Sale Declaration, and the Guill Declaration, collectively, the “Declarations”); the letters making informal objections to the sale of certain of the Debtors’ assets filed by Michael Maurizio [Docket No. 76], Robert King [Docket No. 147], Paul Olynik [Docket No. 161], Raffaele Cotroneo [Docket No. 174], Tim Graveney [Docket No. 185]; the Limited Objection to, and Reservation of Rights Regarding Debtors’ Sale Motion and Related Notice of Possible Assumption and Assignment and Cure Amounts with Respect to Executory Contracts and Unexpired Leases of the Debtors, filed by Oracle America, Inc. [Docket No. 201]; Limited Objection of Erin Wilson, in His Capacity as Seller Representative for Team AI Corp., to the Proposed Sale of Assets [Docket

No. 220]; Amended Objection to Sale, filed by Lily Grace Investment Pty Ltd. [Docket No. 224]; the Limited Objection to the Motion for Sale, Motion to Extend Time and Request to Amend Creditor Matrix, filed by Shankar Ramalingam [Docket No. 227]; the Limited Objection to the Motion for Sale, Motion to Extend Time and Request to Amend Creditor Matrix, filed by Mohamed Pazoor [Docket No. 229]; the Limited Objection to the Motion for Sale, Motion to Extend Time and Request to Amend Creditor Matrix, filed by Dan Austin [Docket No. 230]; the Limited Objection to the Motion for Sale, Motion to Extend Time and Request to Amend Creditor Matrix, filed by Vinay Kumar [Docket No. 231]; the Limited Objection to the Motion for Sale, Motion to Extend Time and Request to Amend Creditor Matrix, filed by William Inman IV [Docket No. 232]; Objection of the Official Committee of Unsecured Creditors to the Debtors' Sale Motion and the Proposed Sale of Assets [Docket No. 233] (collectively, the "Objections"); the Court having considered the notice of publication having been made in the Wall Street Journal on August 5, 2025 [Docket No 154], and notice of the sale having been provided as required by the Court's Order approving the Bid Procedures Order dated July 28, 2025; this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to the Court under 28 U.S.C. § 157 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Sale Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Sale Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Sale Motion and opportunity for a

hearing on the Sale Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Sale Motion and having heard the statements in support of, and in opposition to, the relief requested in the Sale Motion at a hearing before this Court held on September 29, 2025 (the “Sale Hearing”); and this Court having determined that the legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor;

THE COURT HEREBY FINDS AND DETERMINES THAT:³

Jurisdiction, Final Order, and Statutory Predicates

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

B. The statutory predicates for the relief requested in the Sale Motion are sections 105(a), 363, and 365 of the Bankruptcy Code, and Bankruptcy Rules 2002(a)(2), 4001, 6004, 6006, 9007, and 9014.

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

³ These findings and conclusions constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Sale Motion are hereby incorporated herein to the extent not inconsistent herewith. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Notice of the Sale and Auction

D. Actual written notice of the Sale Motion was provided to the parties listed in paragraph 55 of the Sale Motion and paragraph 6(a) and (b) of the Bid Procedures Order as it relates to cure notices [Docket No. 158], and paragraph 11 of the Bid Procedures Order as it relates to the notice of the proposed sale [Docket s. 115, 131, 132], and publication notice of the proposed sale and Bid Procedures Order having been made in the Wall Street Journal on August 5, 2025 [Docket No. 154] and such notice was reasonably calculated to provide all interested parties with timely and proper notice of the bidding procedures, objection deadlines, auction, and Sale Hearing.

E. As evidenced by the certificates of service previously filed with the Court, proper, timely, adequate, and sufficient notice of the Sale Motion, Auction, Sale Hearing, Sale, and the transactions contemplated thereby have been provided in accordance with the Bidding Procedures Order, sections 105(a), 363, and 365 of the Bankruptcy Code, and Bankruptcy Rules 2002, 4001, 6004, 6006, and 9007. The notices described above were good, sufficient, and appropriate under the circumstances, and no other or further notice of the Sale Motion, Auction, Sale Hearing, Sale, and assumption and assignment of the Assumed Contracts is or shall be required.

F. The disclosures made by the Debtors concerning the Sale Motion, Auction, Stalking Horse APA, Sale, assumption and assignment of the Assumed Contracts, and Sale Hearing were good, complete, and adequate.

G. A reasonable opportunity to object and be heard with respect to the Sale and the Sale Motion and the relief requested therein (including the assumption and assignment of the Assumed Contracts), has been afforded to all interested persons and entities, including but not necessarily limited to the Notice Parties.

H. Insider Status. The Buyer is not an “insider” of any Debtor, as that term is defined in section 101(31) of the Bankruptcy Code.

Resolution of Committee Objection

I. The Debtors, the Official Committee of Unsecured Creditors (the “Committee”), and the Lenders conducted good faith settlement negotiations to resolve the Committee’s objection to the Sale Motion [Docket No. 233]. The Debtors, the Lender and the Committee agree as follows:

1. Upon the Funding Date (defined below), the Debtors’ estates shall release the Lenders (in their capacities as pre-petition lenders, DIP lenders and asset purchasers), their predecessors, successors, assigns, subsidiaries, affiliates, managed accounts or funds, including the managed accounts or funds of subsidiaries and affiliates, current or former officers, directors, managers, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, and such persons’ or entities’ respective heirs, dependents, executors, estates, nominees and legal representatives of every kind (the “Lenders Released Parties”), from any and all claims, causes of action, challenges to their liens, or demands solely with respect to the Prepetition Credit Agreement, the DIP Financing, and the Lenders’ credit bid for the Debtors’ assets and raise no objection to the Lenders’ right to credit bid or to any plan or order seeking approval of the sale of assets to the Lenders. This release shall be binding upon any Liquidating Trust or any Chapter 7 Trustee.

2. The Debtors and the Committee shall file a combined joint plan of liquidation and disclosure statement (the “Plan”), and the Debtors and the Committee shall seek to have the Plan submitted for voting by creditors and solicited by the Plan proponents and considered by the Court as soon as reasonably practicable. The terms of the Plan shall include the creation of a liquidating trust (the “Liquidating Trust”), with the liquidating trustee to be selected by the Committee and reasonably acceptable by the Debtors. The Plan shall provide for the transfer to the Liquidating Trust free and clear of any interest claim or right of the Lenders or the Lenders Released Parties, all of the estates’ rights in any and all remaining claims and causes of action, including, without limitation, all claims against former members of the Debtors’ boards of directors, officers and management (which specifically exclude the Debtors’ current officers and independent director, which will receive releases under the Plan subject to carve-outs for gross, negligence, fraud and willful misconduct) and claims under 547 and 548 (other than claims against the Debtors’ current officers and independent director and professionals, and the Lenders, their agents and professionals), provided however, that the claims and causes of action disclosed by the Lenders to the Committee on September 24, 2025 shall be the only claims and causes of action acquired by the Lenders under the APA and thus will not be transferred to the

Liquidating Trust. The Lenders will support confirmation of the Plan and the Committee will not object to the sale under the Stalking Horse APA. This settlement shall be incorporated into the terms of any Plan and shall be supported by all Parties hereto.

3. The Lenders shall provide additional DIP financing to the Debtors and their estates through a budget providing up to an additional \$380,000 to finance the estates through the effective date of the Plan.

4. On the closing (the “Closing”, and the date of such Closing, the “Closing Date”) of the sale under the Stalking Horse APA, the Lenders shall transfer \$500,000 into escrow with Debtors’ counsel for the benefit of the unsecured creditors. The funds shall then be transferred to (i) the Liquidating Trust upon the Effective Date of the Plan or (ii) the Chapter 7 Trustee in the event these Chapter 11 Cases are converted to cases under Chapter 7 of the Bankruptcy Code. Upon the release of these funds to the Liquidating Trust or the Chapter 7 Trustee (the “Funding Date”), the Lenders’ release shall become effective. On the Closing Date, the Debtors shall pay the reasonable documented fees and expenses of the Agent and the Lenders’ and Agent’s professionals.

5. On the Closing Date, the Lenders shall also provide the Debtors with all funds necessary to fund the Professional Fee Account to the extent not previously funded and all funds (to be held in escrow) necessary to meet the Debtors’ obligations through the closing date in accordance with the 13-week budget approved under the Final DIP Order (D.I. 112), as modified hereby or as may be modified in writing by the Debtors, Lenders, and Committee, in accordance with the total line items, subject to the variances permitted under the Final DIP Order [Docket No 112], however, the Lenders shall not be required to fund amounts (a) due under the budget for matters that the Debtors determine in good faith with certitude will not be spent, in whole or in part; or (b) in excess of the amount of the DIP Commitments (as defined in the Final DIP Order) plus \$380,000 (as provided herein). All amounts funded to the Debtors pursuant to this paragraph shall be deemed to be DIP Obligations (as defined in the Final DIP Order). The DIP Obligations, including for the avoidance of doubt the amounts funded pursuant to this paragraph, shall be tendered as payment for the Purchased Assets which, effective upon the Closing, shall result in a payoff and complete settlement and satisfaction of the DIP Obligations. From and after the Closing the Debtors or their successors shall, upon reasonable request, provide the Lenders and the Committee, a reconciliation of amounts spent and confirming such amounts were spent in accordance with the 13-week budget approved under the Final DIP Order (subject to permitted variances), and all unutilized amounts shall be returned to the Lenders at an appropriate or opportune time.

6. After the conclusion of the sale of substantially all of the Debtors’ assets, the Lenders shall have an allowed pre-petition secured claim in the amount of \$40,833,011.30 and maintain any deficiency claim for voting purposes on the Plan, but shall waive any right to receive payment or any other recovery on account of such deficiency claim under the Plan or otherwise, including without limitation, any Lender litigation Share, as set forth in the Final DIP Order [Docket No. 112].

7. In the event that the Lenders are the successful purchaser of the assets, if within twelve (12) months after the closing of the asset sale, the Lenders sell all or substantially all of the acquired assets or the equity of the business that acquired the assets, and the net proceeds of such sale exceed (i) the total amount of the Lenders' pre-petition debt plus accrued interest at the non-default rate provided under the Prepetition Credit Agreement through the closing of the chapter 11 sale of the Debtors' assets; and (ii) the total capital contributed to the acquisition vehicle, by more than 5%, then the remaining proceeds shall be immediately turned over to the Liquidating Trust for the benefit of unsecured creditors.

8. Subject to paragraph (9), the Lenders agree that the Committee's Challenge Deadline is extended to the closing date of the asset sale, provided however, that the Committee agrees to immediately suspend any and all actions to seek discovery from the Lenders, further pursue any objection to the Lenders' liens or object to the Lenders' right to credit bid or receive the cash proceeds from any sale of the Debtors' assets at closing.

9. To the extent the Court does not approve this Settlement Agreement pursuant to its terms (unless the Parties agree otherwise) or if the asset sale fails to close by the milestone contained in the DIP Note (as such milestone may be extended), none of the terms contained herein shall be binding upon any Party and the Lenders agree to extend the Committee's Challenge Deadline for thirty (30) days from such date.

Good Faith of Buyer

J. Pursuant to the Bidding Procedures Order, Job.com Acquisition Co., LLC, an entity formed by the Prepetition Lenders and DIP Lenders (the "Buyer"), was designated as the stalking horse bidder. The Lenders, through the Buyer, submitted a Purchase Price for the Purchased Assets consisting of:

- (i) the release of the Debtors (and their respective successors and assigns) under the Existing Credit Agreement and the DIP Credit Agreement of any and all Liabilities arising under, or otherwise relating to the Existing Credit Agreement in an amount equal to \$35,000,000.00 and the DIP Credit Agreement in the amount outstanding under the DIP Credit Agreement on the closing date (the "Credit Bid and Release"); provided that the Credit Bid and Release shall be reduced dollar-for-dollar to the extent that Buyer

assumes any portion of the indebtedness under the Existing Credit Agreement or the DIP Credit Agreement;

- (ii) the payment or other satisfaction of all Cure Costs; and
- (iii) the assumption of the Assumed Liabilities.

K. Also pursuant to the Bidding Procedures Order, the deadline for any interested party to submit a bid for the Purchased Assets was September 17, 2025 (the “Bid Deadline”) and, if any other qualified bids were submitted, for an auction to be held on September 22, 2025 (the “Auction”).

L. Pursuant to paragraph 26 of the Final DIP Order, and subject only to any challenge to the Prepetition Secured Obligations and section 363(k) of the Bankruptcy Code, the DIP Agent (at the direction of the Required Lenders) shall have the right to use the DIP Obligations and DIP Liens to credit bid with respect to any bulk or piecemeal sale of all or any portion of the DIP Collateral and shall not be prohibited or limited from making such credit bid “for cause” under section 363(k) of the Bankruptcy Code, and (ii) the rights of any Committee under paragraph 15 of the Final DIP Order, the Prepetition Credit Agreement Agent (at the direction of the requisite Prepetition Lenders) shall have the exclusive right to use the Prepetition Secured Obligations, Prepetition Liens, Adequate Protection Liens and Section 507(b) Claims to credit bid with respect to any bulk or piecemeal sale of all or any portion of the Prepetition Collateral and shall not be prohibited or limited from making such credit bid “for cause” under section 363(k) of the Bankruptcy Code.

M. As more fully set forth in the Guill Declaration, Configure Partners (“Configure”), the Debtors’ investment banker, conducted an exhaustive search of the market for alternative bids to that of the Buyer. In all, Configure contacted 255 parties (each a “Potential Bidder”), all of

whom received (i) a non-confidential “teaser” that summarizes the Debtors’ business, assets, and financial affairs, and (ii) a form of non-disclosure agreement, and of those Potential Bidders, 20 signed forms of non-disclosure agreements and were given access to the Debtors’ data room, which included more detailed information about the Debtors’ business operations and certain other due diligence materials were made available on a confidential basis, such as a confidential information memorandum that provided a comprehensive description of the Debtors’ business strategy, an overview of the Debtors’ intellectual property and patent portfolio, a roadmap for future growth opportunities, a summary of the Debtors’ competitive marketplace, and a view of the Debtors’ historical financial performance; of the 20 Potential Bidders that signed a nondisclosure agreement, 13 accessed the Debtors’ data room, and 3 Potential Bidders availed themselves of the opportunity to review the Debtors’ product demonstration of the Debtors’ proprietary recruitment technology and cutting-edge, AI-driven recruitment platform that redefines efficiency in recruiting, hiring, and placement through various products, including but not limited to its autonomous interviews and qualification engine.

N. As more fully set forth in the Guill Declaration, no party submitted a bid by the Bid Deadline; of the 255 Potential Bidders, 171 affirmatively declined to pursue the purchase of the Debtors’ assets, and the remainder did not respond; on September 18, 2025, the Debtors filed the Auction Cancellation Notice [Docket No. 222] which gave notice that, having received no bids for the Purchased Assets, the Debtors cancelled the Auction and the Buyer, having made the highest and best bid for the Debtors’ assets, including the Purchased Assets, was named the winning bidder.

O. Since the cancellation of the Auction, the Debtors and the Buyer have continued to negotiate the Stalking Horse APA, a copy of which is attached hereto as Exhibit A (the “Stalking

Horse APA”), and the Stalking Horse APA was the product of good faith and arm’s-length negotiations.

P. Neither the Debtors nor the Buyer has engaged in any conduct that would cause or permit the Stalking Horse APA to be avoided under section 363(n) of the Bankruptcy Code. Specifically, the Buyer has not acted in a collusive manner with any person and the Purchase Price is not controlled by any agreements among the bidders.

Q. The Auction process was duly noticed and conducted in a non-collusive, fair, and good faith manner, and a reasonable opportunity was given to any interested party to make a higher and better offer for the Purchased Assets.

R. The Buyer is purchasing the Purchased Assets in good faith, and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to all of the protections afforded by that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that, inter alia: (a) the Buyer recognized that the Debtors was free to deal with any other party interested in acquiring the Purchased Assets; (b) the Buyer complied with the provisions in the Bidding Procedures Order; (c) the Buyer agreed to subject its bids to the competitive bidding procedures set forth in the Bidding Procedures Order; and (d) all payments to be made by the Buyer in connection with the Sale have been disclosed.

S. The Stalking Horse APA constitutes the highest and best offer for the Purchased Assets, and will provide a greater recovery for the Debtors and their estates with respect to the Purchased Assets than would be provided by any other available alternative. The Debtors’ determination that the Stalking Horse APA constitutes the highest and best offer for the Purchased Assets constitutes a valid and sound exercise of the Debtors’ business judgment.

No Fraudulent Transfer

T. The consideration provided by the Buyer pursuant to the Stalking Horse APA (i) is fair and reasonable, (ii) constitutes the highest and/or best offers for the Purchased Assets, and (iii) constitutes reasonably equivalent value and fair consideration for the Purchased Assets. No other person or entity or group of entities has offered to purchase the Purchased Assets for greater economic value to the Debtors' estates than the Buyer. Approval of the Sale Motion and the Stalking Horse APA, and the consummation of the transactions contemplated thereby are in the best interests of the Debtors' estates.

U. The Buyer is not a mere continuation of either of the Debtors or their estates, and no continuity of enterprise exists between the Buyer and the Debtors or the estates. The Buyer is not holding itself out to the public as a continuation of the Debtors or the estates. The Buyer is not a successor to the Debtors or their estates, and the Sale does not amount to a consolidation, merger, or de facto merger of the Buyer and the Debtors or their estates.

Validity of Transfer

V. The Stalking Horse APA was not entered into for the purpose of hindering, delaying, or defrauding creditors. Neither the Debtors nor the Buyer are entering into the transactions contemplated by the Stalking Horse APA fraudulently for purposes of statutory and/or common law fraudulent conveyance and fraudulent transfer laws.

W. Immediately prior to Closing, Debtors will have, and, upon delivery to Buyer on the Closing Date of the instruments of transfer contemplated by Section 2.07 of the Stalking Horse APA, and upon entry of the Sale Order, Debtors will thereby transfer to Buyer and Buyer will be vested, to the maximum extent permitted by Sections 363 and 365 of the Bankruptcy Code, with good, valid, and marketable title to, or, in the case of property leased or licensed by Debtors, a

valid leasehold or licensed interest in, all of the Purchased Assets, free and clear of (a) all liens and encumbrances relating to, accruing or arising any time prior to the Closing Date (collectively, “Liens”), and (b) all claims (as that term is defined in section 101(5) of the Bankruptcy Code), liabilities, obligations, demands, guaranties, options, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the Petition Date, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, rights with respect to Claims and Liens (i) that purport to give to any party a right of setoff or recoupment against, or a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase or repurchase right or option, or termination of, any of the Debtors’ estates’ or the Buyer’s interests in the Purchased Assets, or any similar rights, or (ii) in respect of taxes, restrictions, rights of first refusal, charges, or interests of any kind or nature, if any, including, without limitation, any restriction of use, voting, transfer, receipt of income, or other exercise of any attributes of ownership) (collectively, as defined in this clause (b), “Claims”), relating to, accruing, or arising any time prior to the Closing Date; and except for any Assumed Liabilities and Permitted Encumbrances.

Section 363(f) is Satisfied

X. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full; therefore, the Debtors may sell the Purchased Assets free and clear of any interest in the property with all Liens and Claims to attach to the proceeds of such sale.

Y. The Buyer would not have entered into the Stalking Horse APA, and would not consummate the transactions contemplated thereby, if the sale of the Purchased Assets to the Buyer was not free and clear of all Liens and Claims. The Buyer shall not be responsible for any Liens

or Claims other than Liabilities which have been expressly assumed by the Buyer pursuant to the Stalking Horse APA.

Z. The Debtors may sell the Purchased Assets free and clear of all Liens and Claims against the Debtors' estates and/or any of the Purchased Assets because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Those holders of Liens or Claims against the Debtors' estates or any of the Purchased Assets who did not object, or who withdrew their objections, to the Sale or the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. All other holders of Liens or Claims are adequately protected by having their Liens or Claims, if any, in each instance against the Debtors' estates or any of the Purchased Assets, attach to any net cash proceeds of the Sale ultimately attributable to the particular Purchased Assets in which such creditor alleges a Lien or Claim, in the same order of priority, with the same validity, force and effect that such Lien or Claim had prior to the Sale, subject to any claims and defenses that the Debtors or their estates may possess with respect thereto. Any net cash proceeds of the Sale shall be distributed solely in accordance with and subject to a confirmed chapter 11 plan.

Cure/Adequate Protection

AA. The assumption and assignment of the Assumed Contracts at Closing or through the designation rights granted to the Buyer is integral to the Stalking Horse APA, is in the best interests of the Debtors' estates, and represents a reasonable exercise of sound and prudent judgment by the Debtors. The Buyer's promises to perform the obligations under the Assumed Contracts after the later of the Closing Date or exercise of its designation rights with respect to a specific Assumed Contract shall constitute adequate assurance of future performance within the meaning of section 365(f)(2)(B) of the Bankruptcy Code.

BB. Any objections to the assumption and assignment of the Assumed Contracts are hereby overruled.

Compelling Circumstances for an Immediate Sale

CC. Good and sufficient reasons for approval of the Stalking Horse APA and the Sale have been articulated. The relief requested in the Sale Motion with respect to the Stalking Horse APA is in the best interests of the Debtors' estates. The Debtors have demonstrated both (i) good, sufficient, and sound business purposes and justifications, and (ii) compelling circumstances for a Sale other than in the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code in that, among other things, the immediate consummation of the Sale to the Buyer is necessary and appropriate to maximize the value of the Debtors' estates. Time is of the essence in consummating the Sale.

DD. Given all of the circumstances of the Bankruptcy Cases and the adequacy and fair value of the Purchase Price under the Stalking Horse APA, the proposed Sale of the Purchased Assets to the Buyer constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved.

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

FF. No Sub Rosa Plan. Neither the Sale transaction nor the Stalking Horse APA impermissibly restructures the rights of any of the Debtors' creditors or impermissibly dictates the terms of a liquidating plan of reorganization of the Debtors. Neither the Sale transaction nor the Stalking Horse APA constitutes a *sub rosa* or *de facto* plan of reorganization or liquidation.

NOW, THEREFORE, IT IS HEREBY ORDERED:

General Provisions

1. The Sale Motion is granted and all objections to the Sale Motion or the relief requested therein with respect to the Stalking Horse APA, the sale of the Purchased Assets to the Buyer, and the assumption and assignment to the Buyer of the Assumed Contracts, that have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court, and all reservations of rights included therein, are hereby denied and overruled with prejudice.

2. The relief requested in the Sale Motion is granted and approved with respect to the sale of the Purchased Assets to the Buyer, and the assumption and assignment to the Buyer of the Assumed Contracts, as set forth herein, and the Sale contemplated in the Sale Motion is approved with respect to the Buyer, the Purchased Assets, and the Assumed Contracts.

Approval of the Stalking Horse APA

3. The Stalking Horse APA (and all schedules and exhibits affixed thereto) and all other ancillary documents, all of the terms and conditions thereof, and the transactions contemplated therein are hereby approved and authorized.

4. Pursuant to sections 363(b) and (f) of the Bankruptcy Code, the Debtors are authorized and empowered to take any and all actions necessary or appropriate to: (i) consummate the Sale of the Purchased Assets to the Buyer pursuant to and in accordance with the terms and conditions of the Stalking Horse APA and this Order; (ii) close the Sale as contemplated in the Stalking Horse APA and this Order; and (iii) execute and deliver, perform under, consummate, implement, and close fully the Stalking Horse APA, including the assumption and assignment to

the Buyer of the Assumed Contracts, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Stalking Horse APA and the Sale.

5. The terms and provisions of the Stalking Horse APA and this Order shall be binding in all respects upon, or shall inure to the benefit of, the Debtors, their estates and their creditors, Buyer and its Affiliates, successors, and assigns, and any affected third parties, including all persons asserting Claims, notwithstanding any subsequent dismissal of the Chapter 11 Cases or the appointment of any trustee, examiner, or receiver under any chapter of the Bankruptcy Code or any other law, and all such provisions and terms shall likewise be binding on such trustee, examiner, or receiver and shall not be subject to rejection or avoidance by the Debtors, their estates, their creditors or any trustee, examiner, or receiver. Any trustee appointed for the Debtors under any provision of the Bankruptcy Code, whether the Debtors are proceeding under chapter 7 or chapter 11 of the Bankruptcy Code, shall be authorized and directed to (i) comply with the terms of the Stalking Horse APA and (ii) perform under the Stalking Horse APA without the need for further order of this Court.

6. The Stalking Horse APA, and any related agreements, documents, or other instruments, may be modified, amended, or supplemented by the parties thereto, in a writing signed by the party against whom enforcement of any such modification, amendment, or supplement is sought, and in accordance with the terms thereof, without further order of this Court; provided that any modification, amendment, or supplement that materially changes the terms of the Stalking Horse APA or any related agreements, documents, or other instruments shall be subject to further Court approval. Notwithstanding anything to the contrary herein, the terms of the settlement among the Lenders, Debtors and the Committee as set forth in paragraph I above shall control over any modifications, amendments or changes to the sale documents.

7. Notwithstanding any other provision of the Stalking Horse APA or this Order, the Purchased Assets shall not include either (i) the Debtors' accounts receivable that relate to invoices issued prior to the Petition Date (the "Prepetition Accounts Receivable") or (ii) any proceeds of Prepetition Accounts Receivable and such proceeds and Prepetition Accounts Receivable are not being sold pursuant to this Order.

Title of and Transfer to Purchased Assets

8. The Debtors have adequately demonstrated that the Estates are the sole and lawful owners of the Purchased Assets, including but not limited to all of the Debtors' intellectual property. The Purchased Assets constitute property of the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code.

9. Pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, the Debtors are authorized to transfer the Purchased Assets to the Buyer on the Closing Date and, upon the Closing under the Stalking Horse APA, such transfers shall constitute legal, valid, binding, and effective transfers of such Purchased Assets and shall vest the Buyer with title to the Purchased Assets and, upon the Debtors' receipt of the full Purchase Price, shall be free and clear of all Liens, Claims, encumbrances, and other interests of any kind or nature whatsoever, including but not limited to, successor or successor-in-interest liability and Claims, with all such Liens, Claims, encumbrances, or other interests to attach to any net cash proceeds ultimately attributable to the property against or in which such Liens, Claims, encumbrances, or interests are asserted, subject to the terms thereof, with the same validity, force and effect, and in the same order of priority, that such Liens, Claims, encumbrances, or interests now have against the Purchased Assets.

10. All persons and entities in possession of some or all of the Purchased Assets on the Closing Date are directed to surrender possession of such Purchased Assets to the Buyer or its

assignee at the Closing. On the Closing Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release its Liens, Claims, encumbrances, or other interests in the Purchased Assets, if any, as such Liens, Claims, encumbrances, or interests may have been recorded or may otherwise exist.

11. On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the interests of the Debtors or their estates in the Purchased Assets. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Stalking Horse APA.

12. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any liens and other encumbrances of record.

13. If any person or entity that has filed statements or other documents or agreements evidencing Liens on, or interests in, all or any portion of the Purchased Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Liens, Claims, encumbrances, or other interests that the person or entity has or may assert with respect to all or any portion of the Purchased Assets, the Debtors are hereby authorized and directed, and the Buyer is hereby authorized, to execute and file such statements, instruments, releases, and other documents on behalf of such person or entity with respect to the Purchased Assets.

14. This Order is and shall be effective as a determination that, on the Closing Date, all Liens, Claims, encumbrances, or other interests of any kind or nature whatsoever existing as to the Purchased Assets prior to the Closing Date, shall have been unconditionally released, discharged, and terminated, and that the conveyances described herein have been effected. This Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Stalking Horse APA.

Assumption and Assignment of Assumed Contracts

15. The Debtors are hereby authorized and directed in accordance with sections 105(a) and 365 of the Bankruptcy Code to (a) assume and assign to the Buyer, effective upon the Closing of the Sale, the Assumed Contracts free and clear of all Liens, Claims, encumbrances, and other interests of any kind or nature whatsoever, and (b) execute and deliver to the Buyer such documents or other instruments as the Buyer reasonably deems necessary to assign and transfer the Assumed Contracts.

16. The counterparties to the Assumed Contracts (the “Counterparties”) shall each look solely to the Buyer for all Cure Amounts, as defined herein, and any amounts payable under the Assumed Contracts from and after the Closing Date.

17. The Assumed Contracts are executory contracts under section 365 of the Bankruptcy Code, and the Debtors may assume the Assumed Contracts in accordance with section 365 of the Bankruptcy Code. The Debtors may assume and assign the Assumed Contracts in accordance with sections 363 and 365 of the Bankruptcy Code. Any provisions in the Assumed Contracts that purport to prohibit or condition the assignment of the Assumed Contracts or allow the Counterparties to terminate, recapture, impose any penalty, or modify any term or condition upon the assignment of the Assumed Contracts, constitute unenforceable anti-assignment provisions that are void and of no force and effect; all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Buyer of the Assumed Contracts have been satisfied. The Assumed Contracts shall be transferred and assigned to, and following the closing of the Sale remain in full force and effect for the benefit of, the Buyer, notwithstanding any provision in the Assumed Contracts (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that purports to prohibit, restrict, or condition such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the estates shall be relieved from any further liability with respect to the Assumed Contracts after such assignment to and assumption by the Buyer. Upon closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested in all rights and title to the applicable Assumed Contracts.

18. The amounts necessary to cure any defaults existing as of the Closing Date under the Assumed Contracts are the amounts listed on the Debtors' Cure Notice filed and served in the Bankruptcy Cases, or, if applicable, such other amount(s) upon which the Debtors and any of the Counterparties may have agreed (the "Cure Amounts"). The Buyer shall pay the applicable Cure Amounts at the latest of (i) Closing, (ii) as such obligations come due, or (iii) at such later time as

may be mutually agreed upon by the Buyer and any applicable Counterparties. No other defaults exist under the Assumed Contracts. The Counterparties waive, release, and are hereby precluded from asserting any claims against the Debtors or their estates for any claims arising out of or in connection with the Assumed Contracts. The Buyer shall pay the Cure Amounts to the Counterparties in full satisfaction of the Counterparties' claims for defaults that may have arisen under the Assumed Contracts. Notwithstanding the foregoing, the Buyer shall pay Oracle a Cure Amount up to \$13,029.98 in connection with the Assumed Contract for NetSuite, subject to reconciliation after Closing for amounts due under the Assumed Contract.

19. For the avoidance of doubt, in addition to the agreements listed on Schedule 2.05(a) attached to the Stalking Horse APA to be assumed and assigned pursuant to Section 2.05 of the Stalking Horse APA, Buyer is granted the right to designate in writing (the "Designation Right") on or before Closing (such date, the "Determination Date") which of the other Contracts the Buyer wishes to assume (the "Assumed Contracts"), conditioned upon such executory contracts or leases primarily arising from or related to the Debtors' operations. All Contracts which Buyer does not designate in writing for assumption shall not be considered Assumed Contracts or Purchased Assets and shall automatically be deemed "Excluded Contracts" (and for the avoidance of doubt, Buyer shall not be responsible for any related Cure Claims from Excluded Contracts).

20. For all executory contracts or leases arising from or related to the Debtors' operations, Buyer shall be responsible for all costs incurred between the Closing Date and the earlier of (i) the Determination Date and (ii) the date in which the executory contract or lease is deemed an Excluded Contract.

Prohibition of Actions against the Buyer

21. Except as otherwise provided in this Order or the Stalking Horse APA, the Buyer shall not have any liability or other obligation to the Debtors' estates arising under or related to the sale of the Purchased Assets. Without limiting the generality of the foregoing, and except as otherwise provided herein or in the Stalking Horse APA, the Buyer shall not be liable for any Claims against the estates, and the Buyer shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, under any theory of antitrust, environmental, successor or transferee liability, under any recalls for Products sold prior to the Closing Date, labor law, de facto merger, mere continuation, or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether liquidated or unliquidated.

22. All persons and entities holding Liens, Claims, encumbrances, or other interests of any kind or nature whatsoever against or in all or any portion of the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate), hereby are forever barred, estopped, and permanently enjoined from asserting against the Buyer, its Affiliates, its successors or assigns, its property, or the Purchased Assets, such persons' or entities' Liens, Claims, encumbrances, or interests in and to the Purchased Assets, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Buyer, its Affiliates, its successors, assets or properties; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Buyer, its Affiliates, its successors, assets or properties; (iii) creating, perfecting, or enforcing any Lien or other Claim against the Buyer, its Affiliates, its successors, assets, or properties; (iv) asserting any setoff, right of

subrogation, or recoupment of any kind against any obligation due the Buyer, its Affiliates, or its successors; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (vi) revoking, terminating or failing or refusing to transfer or renew any license, permit, or authorization to operate any of the Purchased Assets or conduct any of the businesses operated with the Purchased Assets. On the Closing Date, each creditor is authorized and directed to execute such documents and take all other actions as may be necessary to release Liens, Claims, encumbrances, and other interests in or on the Purchased Assets, if any, as provided for herein, as such Liens, Claims, encumbrances, or interests may have been recorded or may otherwise exist.

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

24. The Buyer has given substantial consideration under the Stalking Horse APA for the benefit of the Debtors' estates, including postpetition financing. The consideration given by the Buyer shall constitute valid and valuable consideration for the releases of any potential Claims and Liens pursuant to this Order, which releases shall be deemed to have been given in favor of the Buyer by all holders of Liens against or interests in, or Claims against, the Debtors' estates or any of the Purchased Assets. The consideration provided by the Buyer for the Purchased Assets under the Stalking Horse APA is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code.

25. Nothing in this Order or the Stalking Horse APA releases, nullifies, or enjoins the enforcement of any liability to a governmental unit under police and regulatory statutes or regulations that any entity would be subject to as the owner or operator of property after the date of entry of this Order. Nothing in this Order or the Stalking Horse APA authorizes the transfer or assignment to the Buyer of any license, permit, registration, authorization, or approval of or with respect to a governmental unit without the Buyer's complying with all applicable legal requirements under non-bankruptcy law governing such transfers or assignments.

Other Provisions

26. The transactions contemplated by the Stalking Horse APA are undertaken by the Buyer without collusion and in good faith, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale, unless such authorization and the Sale are duly stayed pending such appeal. The Buyer is a good faith buyer and, as such, shall have the full protections of section 363(m) of the Bankruptcy Code.

27. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Sale.

28. The failure specifically to reference any particular provision of the Stalking Horse APA in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Stalking Horse APA is authorized and approved in its entirety; provided, however, that this Order shall govern if any inconsistency exists between the Stalking Horse APA (including all ancillary documents executed in connection therewith) and this Order. Likewise, all of the provisions of this Order are nonseverable and mutually dependent.

29. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Stalking Horse APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which one or more of the Debtors' is party or which has been assigned by the Debtors to the Buyer, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale, including, but not limited to, retaining jurisdiction to: (a) compel delivery of the Purchased Assets to the Buyer; (b) interpret, implement, and enforce the provisions of this Order; (c) protect the Buyer against any alleged Liens, Claims, encumbrances, or other interests in or against the Purchased Assets of any kind or nature whatsoever; and (d) enter any orders under sections 363 and/or 365 of the Bankruptcy Code with respect to the Assumed Contracts.

30. Time is of the essence in closing the sale and the Debtors and Buyer intend to close the sale as soon as practicable. Pursuant to Federal Rules of Bankruptcy Procedure 7062, 9014, 6004(h), and 6006(d), this Order shall be effective immediately upon entry and the Debtors and the Buyer are authorized to close the Sale immediately upon entry of this Order.

31. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d) or any applicable provisions of the Local Rules, this Sale Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the 14-day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply.

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

33. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Sale Motion, or any other agreements, the terms of this Order shall govern.

Dated: October 6th, 2025
Wilmington, Delaware

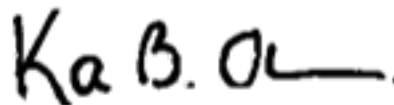

KAREN B. OWENS
CHIEF JUDGE

EXHIBIT A

Stalking Horse APA

ASSET PURCHASE AGREEMENT

DATED AS OF

OCTOBER 6, 2025

BY AND AMONG

MY JOB MATCHER, INC.

JOB.COM - HV, INC. (DE)

JOB.COM-FORTUS, INC.

JOB.COM-ENDEVIS, INC.

JOB.COM-QCI, INC.

PRINCETON ONE - JOB.COM, INC.

JOB.COM - HV, INC. (FL)

PRINCETON SEARCH L.L.C

AS SELLERS

AND

JOB.COM ACQUISITION CO., LLC

AS BUYER

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EXHIBITS

Exhibit A	Bidding Procedures
Exhibit B	Bidding Procedures Order
Exhibit C	Sale Order

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT dated as of October 6, 2025 (this “**Agreement**”), is made by and among My Job Matcher, Inc., a Delaware corporation (“**My Job Matcher**”), Job.com - HV Inc., a Delaware corporation (“**HV Delaware**”), JOB.COM-FORTUS INC., a Delaware corporation (“**Fortus**”), JOB.COM-ENDEVIS INC., a Delaware corporation (“**Endevis**”), JOB.COM-QCI INC., a Delaware corporation (“**QCI**”), Princeton One - Job.com Inc., a Delaware corporation (“**PrincetonOne**”), Job.com - HV Inc., a Florida corporation (“**HV Florida**”) and Princeton Search L.L.C, a New Jersey limited liability company (“**Princeton Search**,” and together with My Job Matcher, HV Delaware, Fortus, Endevis, QCI, PrincetonOne, HV Florida, and Princeton Search, each, a “**Seller**” and collectively, “**Sellers**”), and Job.com Acquisition Co. LLC, a Delaware limited liability company (the “**Buyer**”). Capitalized terms used in this Agreement have the meaning set forth in Section 1.01.

WITNESSETH:

WHEREAS, Sellers own the Purchased Assets;

WHEREAS, on July 6, 2025 (the “**Petition Date**”), Sellers have sought relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) by filing cases (the “**Chapter 11 Cases**”) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”), which are being jointly administered under case no. 25-11280 (KBO); and

WHEREAS, Buyer desires to purchase the Purchased Assets pursuant to Sections 363 and 365 of the Bankruptcy Code, free and clear of Encumbrances other than Assumed Liabilities and Permitted Encumbrances, upon the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, the parties to this Agreement agree as follows:

ARTICLE 1

DEFINITIONS

SECTION 1.01. Definitions.

(a) The following terms, as used herein, have the following meanings:

“**Accounts Receivable**” means accounts receivable representing money owed to Sellers.

“**Action**” means any action, suit, petition, plea, charge, claim, demand, hearing, inquiry, arbitration, complaint, grievance, summons, litigation, mediation, proceeding (including any civil, criminal, administrative, investigative, or appellate proceeding), prosecution, contest, inquest, audit, examination, investigation, or similar matter by or before any Governmental Authority.

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such other Person.

“Alternative Transaction” means any transaction for the sale of the Purchased Assets other than the transactions contemplated by the Transaction Documents.

“Assumed Benefit Plans” means the Benefit Plans set forth on Schedule 1.01(a) that are assumed by Buyer pursuant to this Agreement.

“Assumed Contracts” means those agreements, contracts, leases, licenses, consensual obligations, promises, and undertakings set forth on Schedule 2.05.

“Assignment and Assumption Agreement” means an assignment and assumption agreement in customary form reasonably acceptable to the Parties.

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

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

“Benefit Plans” means (i) any employee benefit plan, program, policy, agreement or arrangement within the meaning of Section 3(3) of ERISA and (ii) any other retirement, deferred compensation, employment, consulting, severance, retention, change in control, cash incentive, equity or equity-based incentive, health, welfare or fringe benefit plan, program, policy, agreement, or arrangement, whether formal or informal, or written or oral, that is sponsored, maintained or contributed to (or obligated to be contributed to), by the Sellers or any of the Sellers’ Affiliates, or with respect to which the Sellers or any of their Affiliates or Subsidiaries has any liability, contingent or otherwise.

“Bidding Procedures” means bid procedures in the form attached hereto as Exhibit A (with other changes approved by Buyer and Sellers), to be approved by the Bankruptcy Court pursuant to the Bidding Procedures Order.

“Bidding Procedures Order” means an Order of the Bankruptcy Court in the form attached hereto as Exhibit B (with other changes approved by Buyer and Sellers).

“Bill of Sale” means a bill of sale in customary form reasonably acceptable to the Parties.

“Business” means the business and operations of Sellers (wherever such business and operations are situated or conducted) as such business and operations exist as of the date of this Agreement, including the business and operations related to technology development and services in connection with employee staffing, recruitment, and hiring.

“Business Day” means a day other than Saturday, Sunday, or other day on which commercial banks in New York, New York are authorized or required by law to close.

“Claim” means a claim as defined in Section 101 of the Bankruptcy Code.

“Closing Date” means the date of the Closing.

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

“Contract” means any agreement, contract, obligation, promise, undertaking, lease (including Leases), sublease, purchase order, arrangement, license, commitment, insurance policy, or other binding arrangement or understanding (in each case whether written or oral), and any amendments, modifications, or supplements thereto.

“Copyrights” means all United States and foreign copyright rights in any original works of authorship, whether registered or unregistered, including all copyright registrations and applications.

“Cure Costs” means the Liabilities of Sellers that must be paid or otherwise satisfied, pursuant to Section 365(b) of the Bankruptcy Code, to cure all of Sellers’s defaults under the Assumed Contracts at the time of the assumption by and assignment to Buyer of such Assumed Contracts as provided herein.

“DIP Credit Agreement” means that certain Senior Secured Super Priority Debtor-In-Possession Credit Agreement dated on or about the date hereof, by and among the lenders identified on the signature pages thereof, Ankura Trust Company, LLC, a Delaware limited liability company, as administrative agent and collateral agent for each member of the Lender Group (as defined therein), and Sellers, as in effect on the date hereof and as further amended, restated, supplemented, or otherwise modified from time to time.

“Documents” means all of the documents that are used or useful in, held for use in, or intended to be used in, or that arise in any way out of, the Business of Sellers.

“Employees” employees of Sellers as of the date hereof.

“Encumbrance” means any charge, Lien, Claim, right, demand, mortgage, lease, debt, losses, damage, demand, fine, judgment, penalty, liability, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution, premium, sublease, hypothecation, deed of trust, pledge, security interest, option, right of use or possession, right of first offer or first refusal, rights of others, easement, restrictive covenant, right of way, preemptive right, conditional sale, servitude, conditional sale agreement or restriction (whether on voting, sale, transfer, defenses, set-off or recoupment rights, disposition or otherwise), encroachment, encumbrance, third party interest, or other restriction or limitation of any kind, whether imposed by Contract, Legal Requirement, equity, or otherwise.

“Environmental Laws” means any statutes, laws, regulations, and rules relating to pollution or protection of the environment.

“Equipment” means all furniture, fixtures, equipment, computers, machinery, vehicles, apparatus, appliances, implements, telephone systems, signage, supplies, and all other tangible personal property of every kind and description, and Improvements and tooling used, or held for use, in connection with the operation of the Business, wherever located, including communications equipment, information technology assets, and any attached and associated hardware, routers, devices, panels, cables, manuals, cords, connectors, cards, and vendor documents, and including all warranties of the vendor applicable thereto.

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

“ERISA Affiliate” means (a) any Person whose employees are treated as employed by the same employer as the employees of Sellers or their Affiliates under Code Section 414(b), (b) any trade or business whose employees are treated as employed by the same employer as the employees of Sellers or their Affiliates under Code Section 414(c), (c) solely for purposes of Section 302 of ERISA and Section 412 of the Code, any organization that is a member of an affiliated service group of which Sellers or any of their Affiliates is a member under Code Section 414(m), or (d) solely for purposes of Section 302 of ERISA and Section 412 of the Code, any Person that is a party to an arrangement with Sellers or any of their Affiliates and whose employees are aggregated with the employees of Sellers or their Affiliates under Code Section 414(o).

“Excluded Benefit Plans” means all Benefit Plans other than the Assumed Benefit Plans.

“Existing Credit Agreement” means that certain Credit Agreement, dated as of November 4, 2022, by and among Sellers, the lenders from time to time party thereto, and Ankura Trust Company, LLC, in its capacity as administrative agent and collateral agent, as in effect on the date hereof and as further amended, restated, supplemented, or otherwise modified from time to time.

“Governmental Authority” means any federal, state, local, or foreign government, any governmental, regulatory, or administrative authority, agency, or commission, or any court, tribunal, or judicial or arbitral body.

“Hazardous Materials” means (a) substances that are defined or listed in, or otherwise classified pursuant to, any applicable laws or regulations as “hazardous substances,” “hazardous materials,” “hazardous wastes,” “toxic substances,” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, reproductive toxicity, or “EP toxicity”, (b) oil, petroleum, or petroleum derived substances, natural gas, natural gas liquids, synthetic gas, drilling fluids, produced waters, and other wastes associated with the exploration, development, or production of crude oil, natural gas, or geothermal resources, (c) any flammable substances, explosives, or any radioactive materials, and (d) asbestos in any form or electrical equipment that contains any oil or dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million.

“Improvements” means the buildings, structures, fixtures, systems, facilities, easements, rights-of-way, privileges, improvements, property, plant and equipment, licenses, hereditaments, appurtenances, and all other rights and benefits appurtenant or in any way related to or demised under any lease of, or other contract or agreement for the use of, the Leased Real Property.

“Income Tax” means any federal, state, local, or non-U.S. tax based on or measured by reference to net income, including any interest, penalties, or additions thereto, whether disputed or not.

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

“Incorporated Information” means and includes any and all matters disclosed in any and all filings made, or in any document or other material filed, with the Bankruptcy Court in connection with the Chapter 11 Cases, in each case prior to the Closing Date, including any disclosure statement.

“Intellectual Property” means all intellectual property, including all Copyrights, Patents, Trademarks, and Trade Secrets that are owned, used, or licensed by Sellers and used or held for use in the Business or the Purchased Assets.

“Knowledge of Sellers” or any other similar knowledge qualification in this Agreement means to the actual knowledge of Robert Corliss, Bobby Corliss, and Ben Gross.

“Lease” means any Contract for the rental of Leased Real Property.

“Leased Real Property” means the real property and real property interests leased or subleased by Sellers, as tenant, subtenant, lessee, or sublessee, all buildings and other structures, facilities, or Improvements located thereon, all fixtures attached or appurtenant thereto, and all easements, licenses, rights, and appurtenances relating to the foregoing (and any present or future rights, title, and interests arising from or related to the foregoing).

“Legal Requirement” means any federal, state, provincial, local, municipal, foreign, international, or multinational law (statutory or common), constitution, treaty, convention, ordinance, equitable principle, code, rule, regulation, or Order enacted, adopted, promulgated, or applied by any Governmental Authority.

“Liability” means Claim or Encumbrance of any kind or nature whatsoever (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due).

“Lien” means “any “interest” as that term is used in Section 363(f) of the Bankruptcy Code, mortgage, deed of trust, pledge, assignment, security interest, encumbrance, easement, condition, covenant, reservation, lien, mechanics lien, claim, charge, hypothecation, deemed trust, action, easement, charge, or otherwise, or claim of any kind or nature whatsoever in respect of any property, other than any license of Intellectual Property, including any of the foregoing created by, arising under, or evidenced by any conditional sale or other title retention agreement, the interest of a lessor under a capital lease, any financing lease having substantially the same economic effect as any of the foregoing, or the filing of a financing statement naming the owner of the property as to which such lien relates as the debtor under the Uniform Commercial Code or any comparable Legal Requirement in any other jurisdiction.

“Material Adverse Effect” means any event, condition, circumstance, development, or change or effect that, individually or in the aggregate with all other events, changes, conditions, circumstances, developments, and effects (a) has had or could reasonably be expected to have a material adverse effect on the value, operation, or condition (financial or otherwise) of the Business, the Purchased Assets, or the Assumed Liabilities, considered as a whole or (b) has or could reasonably be expected to prevent or materially impair the ability of Sellers to consummate the transactions contemplated hereby; provided, however, that the following shall not constitute a Material Adverse Effect and shall not be taken into account in determining whether or not there

has been or would reasonably be expected to be a Material Adverse Effect: (i) changes in general economic conditions or securities or financial markets in general that do not disproportionately impact Sellers; (ii) any changes in law applicable to Sellers or any of Sellers's properties or assets or interpretations thereof by any governmental authority that do not have a disproportionate effect on Sellers; (iii) any outbreak or escalation of hostilities or war (whether declared or not declared) or any act of terrorism that do not have a disproportionate effect on Sellers; (iv) any changes to the extent resulting from the announcement or the existence of, or compliance with, this Agreement and the transactions contemplated hereby; (v) any changes in accounting practices or policies that Sellers are required to adopt after the date of this Agreement; (vi) matters occurring in, or arising from the Chapter 11 Cases of Sellers, including any events, occurrences, or other actions taken as a result thereof; (vii) any changes resulting from actions of Sellers expressly agreed to or requested by Buyer; and (viii) any event, circumstance, development, change, occurrence, or effect to the extent resulting from, arising out of, or relating to any epidemic, pandemic or disease outbreak; provided, however, that, in the case of clauses (i), (ii), (iii), (vi) and (viii), such effects shall be taken into account in determining whether a Material Adverse Effect has occurred to the extent that any such effects have a disproportionate adverse effect on the Business, the Purchased Assets, or the Assumed Liabilities as compared to other similarly situated businesses.

“Order” means any award, writ, injunction, judgment, order, ruling, decision, subpoena, mandate, precept, command, directive, consent, approval, award, decree, or similar determination or finding entered, issued, made or rendered by any Governmental Authority or an arbitrator, mediator, or other judicially sanctioned Person.

“Parties” means the Persons that are party to this Agreement.

“Patents” means United States and foreign patents and patent applications, as well as any continuations, continuations-in-part, divisions, extensions, reexaminations, reissues, renewals and patent disclosures related thereto.

“Permits” means any and all permits, licenses, approvals, consents, waivers, franchises, filings, accreditations, registrations, certifications, certificates of occupancy, easements, rights of way, notifications, exemptions, clearances, and authorizations, together with all modifications, renewals, amendments, supplements, and extensions thereof and applications therefor, of or from any Governmental Authority or any other Person that are held by Sellers in connection with Sellers's ownership of the Purchased Assets or operation of the Business as currently conducted as well as any surety bonds or other financial assurances related thereto.

“Permitted Encumbrances” means Encumbrances (i) created pursuant to any Assumed Contracts; (ii) set forth on Schedule 1.01(a); (iii) for Taxes, assessments and similar charges that are not yet due or are being contested in good faith by appropriate proceedings and for which appropriate reserves have been established in accordance with GAAP and that are listed on Schedule 1.01(b); and (iv) that are mechanic's, materialman's, carrier's, supplier's, vendor's, repairer's, or other similar Encumbrances arising in the ordinary course of business and securing amounts that are not delinquent or are being contested in good faith.

“**Person**” means an individual, corporation, partnership, limited liability company, association, trust, or other entity or organization, including a government or political subdivision, or an agency or instrumentality thereof.

“**Pre-Closing Tax Period**” means any taxable period ending on or before the Closing Date and, with respect to any taxable period beginning before and ending after the Closing Date, the portion of such taxable period ending on and including the Closing Date.

“**Pre-Paid Expenses**” means all deposits (including customer deposits and security deposits (whether maintained in escrow or otherwise) for rent, electricity, telephone, or otherwise), advances, pre-paid 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) except professional fee retainers.

“**Proceeding**” means any Action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority.

“**Sale Hearing**” means the hearing to consider the entry of the Sale Order.

“**Sale Motion**” means the motion filed by Sellers pursuant to, *inter alia*, Sections 363 and 365 of the Bankruptcy Code to obtain the Bidding Procedures Order and the Sale Order and approve the transactions contemplated by this Agreement.

“**Sale Order**” means an Order of the Bankruptcy Court pursuant to, *inter alia*, Sections 105, 363 and 365 of the Bankruptcy Code authorizing and approving, *inter alia*, the sale of the Purchased Assets to Buyer on the terms and conditions set forth herein, free and clear of all Encumbrances (other than Assumed Liabilities and Permitted Encumbrances), and the assumption and assignment of the Assumed Contracts to Buyer.

“**Schedules**” means the disclosure schedules attached hereto, dated as of the date hereof, delivered or made available by Sellers to Buyer in connection with the execution of this Agreement, as the same may be supplemented and amended.

“**Subsidiary**,” as to any Person, means any corporation, partnership, limited liability company, joint venture, trust or estate of or in which more than 50% of (a) the issued and outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether at the time capital stock of any other class of such corporation may have voting power upon the happening of a contingency), (b) the interest in the capital or profits of such partnership, limited liability company, or joint venture, or (c) the beneficial interest in such trust or estate is at the time directly or indirectly owned or controlled through one or more intermediaries, or both, by such Person.

“**Tax or Taxes**” means (i) any federal, state, local, or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code § 59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated,

or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty, or addition thereto, whether disputed or not, or (ii) liability for the payment of any amounts of the type described in clauses (i) as a result of being party to any agreement or any express or implied obligation to indemnify any other Person, or as transferee, successor, guarantor, surety, or otherwise.

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

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

“Trade Payables” means accounts payable obligations of Sellers incurred at any time, solely to the extent that such obligations (i) relate to the Purchased Assets and (ii) will not be payable by Buyer following the Closing pursuant to any Assumed Contract.

“Trade Secrets” means trade secrets and other confidential and proprietary information and know-how.

“Trademarks” means United States, foreign, and common law trademarks, service marks, logos, slogans, trade dress and trade names, Internet domain names, and any other similar designations of source of goods or services, whether registered or unregistered together with any registrations and pending applications to register the foregoing and all goodwill related to or symbolized by the foregoing.

“Transaction Documents” means this Agreement, the Assignment and Assumption Agreement, the Bill of Sale and any other agreements, instruments or documents entered into at the Closing pursuant to this Agreement.

“Waiver” means a written waiver signed by Buyer at Closing waiving all existing or potential Avoidance Actions against any current directors, officers, employees, Affiliates, and advisors of Sellers.

“Wind Down Expenses” means the out-of-pocket administrative costs and expenses that Sellers expect to incur in connection with winding down their bankruptcy estates after the Closing Date, in each case, as, and solely to the extent, set forth in a budget approved by the DIP Lender.

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

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

(b) Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Agreement	Preamble
Allocation Statement	Section 8.02

Assumed Liabilities	Section 2.03
Bankruptcy Code	Recitals
Bankruptcy Court	Recitals
Bankruptcy Period	Section 11.05
Buyer	Preamble
Buyer Designee	Section 2.01
Buyer Employees	Section 6.01
Buyer Plans	Section 6.03
Chapter 11 Cases	Recitals
Closing	Section 2.07
Credit Bid and Release	Section 2.06(a)(i)
Credit Bid and Release Instrument	Section 2.07
Excluded Assets	Section 2.02
Excluded Liabilities	Section 2.04
Inventory	Section 2.01(a)
Outside Date	Section 10.01(a)(ii)
HV Delaware	Preamble
Fortus	Preamble
Endevis	Preamble
QCI	Preamble
PrincetonOne	Preamble
HV Florida	Preamble
Princeton Search	Preamble
Purchase Price	Section 2.06(a)
Purchased Assets	Section 2.01
Sellers	Preamble
Transfer Taxes	Section 8.01(b)

SECTION 1.02. *Other Definitions and Interpretative Matters.* Unless otherwise indicated to the contrary in this Agreement by the context or use thereof:

(a) When calculating the period of time before which, within which, or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a day other than a Business Day, the period in question shall end on the next succeeding Business Day. Any reference in this Agreement to days (but not Business Days) means calendar days.

(b) Any reference in this Agreement to \$ means U.S. dollars.

(c) Unless the context otherwise requires, all capitalized terms used in the Exhibits, Annexes, and Schedules shall have the meaning assigned in this Agreement. All Exhibits, Annexes and Schedules attached or annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein.

(d) Any reference in this Agreement to gender includes all genders, and words importing the singular number also include the plural and vice versa.

(e) The provision of a table of contents, the division of this Agreement into Articles, Sections, and other subdivisions, and the insertion of headings are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement. All references in this Agreement to any “**Section**” or “**Article**” are to the corresponding Section or Article of this Agreement unless otherwise specified.

(f) Words such as “**herein**,” “**hereof**,” and “**hereunder**” refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires.

(g) The word “**including**” or any variation thereof means “**including, without limitation**,” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(h) References to laws, rules, and regulations shall include such laws, rules, and regulations as they may from time to time be amended, modified, or supplemented through the date as of which such reference is made.

(i) Reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented, or restated through the date as of which such reference is made.

(j) References to any Governmental Authority shall include any Person succeeding to its functions and capacities.

ARTICLE 2

PURCHASE AND SALE

SECTION 2.01. *Purchase and Sale.* Except as otherwise provided below, upon the terms and subject to the conditions of this Agreement, Buyer agrees to purchase from Sellers and Sellers agree to sell, convey, transfer, assign, and deliver, or cause to be sold, conveyed, transferred, assigned, and delivered, to Buyer and one or more other Persons designated by Buyer (a “**Buyer Designee**”) at the Closing, free and clear of all Encumbrances and Claims pursuant to Section 363 of the Bankruptcy Code, other than Assumed Liabilities and Permitted Encumbrances, all of Sellers’s properties, rights, claims, and assets (other than the Excluded Assets) of every kind and description, wherever situated or located, real, personal, or mixed, tangible or intangible, whether identifiable or contingent, owned, leased, licensed, used, or held for use in or relating to the Business, whether or not reflected on the books and records of Sellers, as the same shall exist on the Closing Date (the “**Purchased Assets**”). Without limiting the generality of the prior sentence, such Purchased Assets shall include, whether they relate exclusively to the Business or not (except where so noted in the following list or in any definition used in the following list) all of the following:

(a) all inventory of any kind or nature, merchandise and goods, related to the Business or Purchased Assets and maintained, held or stored by or for Sellers on the Closing Date, whether or not prepaid, and wherever located, held or owned, and any prepaid deposits for any of the same,

including all disposables and consumables used, or held for use, in connection with the Business, including any goods in transit (“**Inventory**”);

(b) all Equipment;

(c) all Assumed Contracts;

(d) all Leased Real Property (and any agreement and rights related thereto or under the applicable Lease to the extent that such agreement or Lease is an Assumed Contract), in each case, together with all interests in and to all Improvements located thereon or attached thereto, and other appurtenances thereto, and rights in respect thereof;

(e) any rights of Sellers to the warranties and licenses received from manufacturers and Sellers of the Equipment, Improvements or any component thereof;

(f) to the extent transferable, all Permits that relate to the Business or the Purchased Assets, to the extent assignable, including those designated as “Transferred Permits” on Schedule 2.01(f) (the “**Transferred Permits**”);

(g) all Intellectual Property excluding any Intellectual Property that Sellers license pursuant to a contract that is not an Assumed Contract;

(h) all Accounts Receivable related to invoices issued after the Petition Date;

(i) all Pre-Paid Expenses;

(j) all goodwill, customer, and referral relationships, other intangible property and all privileges, set-offs, indemnification rights, causes of action, actions, Claims, demands, and rights of any kind as against others (whether by contract or otherwise) relating to, arising from, or associated with any of the Purchased Assets (including the Intellectual Property), the Assumed Liabilities, and the Business;

(k) to the extent permitted by Legal Requirements, all Documents and other books and records (including financial, accounting, and personnel files), correspondence, and all customer sales, marketing, advertising, packaging and promotional materials, files, data, software (whether written, recorded or stored on disk, film, tape, or other media, and including all computerized data), drawings, engineering, and other technical information and data, and all other business and other records, in each case, that are used or useful in, held for use in or intended to be used in, or that arise in any way out of or are related to, the Purchased Assets, the Assumed Liabilities, or the Business;

(l) all claims, interests, rights, rebates, abatements, remedies, recoveries, and benefits of Sellers, and all claims and causes of action, arising under or relating to any of the Purchased Assets, the Assumed Liabilities, or the Business, including those arising out of Assumed Contracts, express or implied warranties, representations and guarantees from suppliers, manufacturers, contractors, or others to the extent relating to the operation of the Business or affecting the Equipment, Inventory, or other tangible Purchased Assets or ordered by Sellers prior to the Closing Date (and in any case, any component thereof);

- (m) all Avoidance Actions listed on Schedule 2.01(m);
- (n) all cash and cash equivalents, including checks, commercial paper, treasury bills, certificates of deposit, bank accounts and other bank deposits, instruments, and investments of Sellers; provided, however, that prepaid deposits related to professional fee retainers and cash borrowed pursuant to the DIP Credit Agreement to fund the Wind Down Expenses shall not be included;
- (o) all third party property and casualty insurance proceeds, to the extent receivable by Buyer or Sellers in respect of the Business or the Purchased Assets after the Closing Date;
- (p) all rights, but not obligations, under non-disclosure or confidentiality, non-compete, or non-solicitation agreements or key employee retention plans or similar arrangements with (or for the benefit of) employees and agents of Sellers or with third parties (including any non-disclosure or confidentiality, non-compete, or non-solicitation agreements or any key employee retention plans or similar arrangements entered into in connection with or in contemplation of the auction contemplated by the Bidding Procedures);
- (q) all telephone and facsimile numbers, domain names, and directory listings;
- (r) all assets, if any, listed on Schedule 2.01(r) (regardless of whether such assets are covered by any of the foregoing); and
- (s) all rights to refunds, credits, or other benefits with respect to Taxes paid by Sellers, including those arising under the Assumed Contracts, which refunds are attributable to Pre-Closing Tax Periods, Claims related thereto.

SECTION 2.02. *Excluded Assets.*

Notwithstanding anything to the contrary in this Agreement, nothing herein shall be deemed to sell, transfer, assign, convey or deliver any of the Excluded Assets to Buyer, and Sellers shall retain all right, title, and interest to, in, and under, and all Liabilities with respect to, the Excluded Assets. For all purposes of and under this Agreement, the term “**Excluded Assets**” shall consist of only the following items, assets and properties:

- (a) the assets, if any, listed on Schedule 2.02(a);
- (b) any Excluded Benefit Plan, and any asset in respect thereof;
- (c) any shares of capital stock or other equity interest in or issued by Sellers or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest in or issued by Sellers or any records regarding same (including minute books or stock or membership interest certificates);
- (d) subject to Section 2.01(l), the limited liability company, partnership and corporate books and records of internal limited liability company, partnership and corporate proceedings, minute books, organizational or governing documents, stock ledgers, Tax records, work papers and other records of Sellers as they pertain to ownership, organization, qualification to do business

or existence of Sellers; provided, however, that copies of the foregoing items (including copies of Tax records and work papers of Sellers) shall be made available by Sellers to Buyer;

- (e) Documents that Sellers are required by Legal Requirements to retain;
- (f) any Contract or other obligation of Sellers that is not an Assumed Contract;
- (g) any prepaid deposits related to professional fee retainers and all cash used to fund the Wind Down Expenses;
- (h) all current and prior director and officer insurance policies of Sellers and all rights of any nature with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries; and
- (i) any rights, claims or causes of action of Sellers under this Agreement or any other Transaction Document.

SECTION 2.03. *Assumed Liabilities*. Subject to entry of the Sale Order, upon the terms and subject to the conditions of this Agreement, on the Closing Date, Buyer shall, effective at the time of the Closing, assume and agree to discharge and perform when due, the Liabilities of Sellers (and only those Liabilities of Sellers) that are enumerated in this Section 2.03 (the “**Assumed Liabilities**”). Except to the extent that any of the following are specified in Section 2.04, the following Liabilities of Sellers (and only the following Liabilities) shall constitute, without duplication, the Assumed Liabilities:

- (a) all Liabilities arising from and after the Closing from or relating to the Purchased Assets and the ownership and operation thereof;
- (b) all Liabilities arising from or relating to the Assumed Contracts and all Cure Costs relating to Assumed Contracts,
- (c) all Liabilities arising from and after the Closing with respect to Buyer Employees (including those arising under the Assumed Benefit Plans arising from and after the Closing);
- (d) all Transfer Taxes; and
- (e) all outstanding Trade Payables related to the Purchased Assets incurred in the ordinary course of business after the Petition Date and during the Chapter 11 Cases.

SECTION 2.04. *Excluded Liabilities*. Notwithstanding any provision in this Agreement to the contrary, Buyer is assuming only the Assumed Liabilities and is not assuming any other liability or obligation of Sellers of whatever nature, whether presently in existence or arising hereafter. All such other Liabilities shall be retained by and remain Liabilities of Sellers (all such Liabilities not being assumed being herein referred to as the “**Excluded Liabilities**”).

SECTION 2.05. *Assignment of Contracts and Rights.*

(a) Schedule 2.05(a) sets forth a list of all executory Contracts to which Sellers are a party and that are to be included in the Purchased Assets (the “Assumed Contracts”). From and after the date hereof until the earlier of (i) the date that is one (1) day prior to the Auction and (ii) if there is no Auction, Closing Date, Buyer shall make updates to Schedule 2.05(a) to reflect the Assumed Contracts. Any such deleted Contract shall be deemed to no longer be an Assumed Contract, and for the avoidance of doubt, Buyer shall not be responsible for any related Cure Costs. All Contracts of Sellers that are not listed on Schedule 2.05(a) shall not be considered an Assumed Contract or Purchased Asset and shall be deemed “Excluded Contracts” provided, that Buyer has the right at any time before the Closing to (x) amend Schedule 2.05(a) to designate any other Contract that has not been rejected by Sellers or that has not expired or terminated in accordance with the terms of such Contract to be an Assumed Contract, and (y) to remove from Schedule 2.05(a) any Assumed Contract for any reason. Buyer’s designation of any Assumed Contract as an Excluded Contract shall not reduce the Purchase Price.

(b) Sellers shall take all actions reasonably required to assume and assign the Assumed Contracts to Buyer (other than payment of Cure Costs, if so required), including taking all actions reasonably required to obtain an Order, which may be the Sale Order, containing a finding that the proposed assumption and assignment of the Assumed Contracts to Buyer satisfies all applicable requirements of Section 365 of the Bankruptcy Code.

(c) If prior to the Closing Date there are Contracts or Leases that have not been designated as an Assumed Contract or an Excluded Contract, Sellers shall not assume or reject any such Contract or Lease pursuant to Section 365 of the Bankruptcy Code and any order of the Bankruptcy Court, until the earlier of the date Buyer so directs Sellers and the Closing Date.

(d) At Closing, (x) Sellers shall, pursuant to the Sale Order and the Assignment and Assumption Agreement, assume and assign to Buyer (the consideration for which is included in the Purchase Price) each of the Assumed Contracts that is capable of being assumed and assigned and (y) subject to the terms and conditions of this Agreement, Buyer shall pay promptly all Cure Costs (if any) in connection with such assumption and assignment (as agreed to among Buyer and Sellers or as determined by the Bankruptcy Court) and assume and perform and discharge the Assumed Liabilities (if any) under the Assumed Contracts, pursuant to the Sale Order and the Assignment and Assumption Agreement.

(e) Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Contract or any Permit, if, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, an attempt at assignment or transfer thereof, without the consent or approval required or necessary for such assignment or transfer, would constitute a breach thereof or in any way adversely affect any of the rights of Buyer, as the assignee or transferee of such Contract or Permit (as the case may be) thereunder. If, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code and the commercially reasonable efforts of Sellers, such consent or approval is required but not obtained with respect to an Assumed Contract, Assumed Benefit Plan, or a Permit, neither Sellers nor Buyer shall be in breach of this Agreement nor shall the Purchase Price be adjusted nor shall the Closing be delayed in respect of the Assumed Contracts, Assumed Benefit Plans, or the

Permits; provided, however, if the Closing occurs, then, with respect to any Assumed Contract, Assumed Benefit Plan, or Permit for which consent or approval is required but not obtained, for a period of ninety (90) days from and after the Closing, Sellers shall cooperate, without further consideration, with Buyer in any commercially reasonable arrangement Buyer may request to provide Buyer with all of the benefits of, or under, the applicable Assumed Contract, applicable Assumed Benefit Plan, or applicable Permit, including enforcement for the benefit of Buyer of any and all rights of Sellers against any party to the applicable Assumed Contract, applicable Assumed Benefit Plan, or applicable Permit arising out of the breach or cancellation thereof by such party; provided, however, to the extent that any such arrangement has been made to provide Buyer with the benefits of, or under, the applicable Assumed Contract, applicable Assumed Benefit Plan, or applicable Permit, from and after Closing, Buyer shall be responsible for, and shall promptly pay all payment and other Liabilities under such Assumed Contract, Assumed Benefit Plan, or Permit (all of which shall constitute, and shall be deemed to be, Assumed Liabilities hereunder) to the same extent as if such Assumed Contract, Assumed Benefit Plan, or Permit had been assigned or transferred at Closing with respect to Assumed Contracts, Assumed Benefit Plans, and Permits, and at such applicable later date specified in this Section 2.05(e) with respect to any additional Assumed Contracts, Assumed Benefit Plans, or Permits. Any assignment to Buyer of any Assumed Contract, Assumed Benefit Plan, or Permit that shall, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, require the consent or approval of any Person for such assignment as aforesaid shall be made subject to such consent or approval being obtained.

SECTION 2.06. *Purchase Price.*

(a) On the terms and subject to the conditions contained herein, the purchase price (the “**Purchase Price**”) for the Purchased Assets shall consist of:

(i) the release of Sellers and any guarantors (and their respective successors and assigns) under the Existing Credit Agreement and the DIP Credit Agreement of any and all Liabilities arising under, or otherwise relating to the Existing Credit Agreement and the DIP Credit Agreement in an aggregate amount equal to \$35,000,000 (the “**Credit Bid and Release**”) which shall include, for the avoidance of doubt, the full amount outstanding under the DIP Credit Agreement on the Closing Date; provided that the Credit Bid and Release shall be reduced dollar-for-dollar to the extent that Buyer assumes any portion of the indebtedness under the Existing Credit Agreement or the DIP Credit Agreement;

(ii) the payment or other satisfaction of all Cure Costs; and

(iii) the assumption of the Assumed Liabilities.

(b) At the Closing, Buyer shall pay or satisfy all Cure Costs as contemplated by Section 5.03, and assume the Assumed Liabilities.

SECTION 2.07. *The Closing.* The closing of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities hereunder (the “**Closing**”) will take place remotely via the exchange of electronic documents and signatures by electronic mail on the date that is two (2) Business Days after the satisfaction (or waiver, as applicable) of the conditions to Closing set forth in Article 7 herein, including the entry of the Sale Order (other than conditions that by their

nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), unless another place, date or time is agreed to in writing by Sellers and Buyer. At the Closing:

(a) Buyer shall deliver to Sellers:

(i) each of the Transaction Documents to which Buyer is a party, duly executed by Buyer;

(ii) the certificates of Buyer to be received by Sellers pursuant to Sections 7.01(a) and 7.01(b);

(iii) releases and termination statements sufficient for Buyer to receive the Purchased Assets free and clear of all Encumbrances (other than Permitted Encumbrances);

(iv) a Waiver, duly executed by Buyer;

(v) an instrument (the “**Credit Bid and Release Instrument**”) providing for the Credit Bid and Release in form and substance reasonably acceptable to Sellers, duly executed by Buyer; and

(vi) such other documents as Sellers may reasonably request that are customary for a transaction of this nature and necessary to evidence or consummate the transactions contemplated by this Agreement.

(b) Sellers shall deliver to Buyer:

(i) possession of the Purchased Assets and the Business;

(ii) each of the Transaction Documents to which Sellers are a party, duly executed by Sellers;

(iii) instruments of assignment of the Copyrights, Patents, and Trademarks and other Intellectual Property that are owned by Sellers and included in the Purchased Assets, if any, duly executed by Sellers, in form for recordation with the appropriate Governmental Authorities, in customary form and reasonably acceptable to the Parties;

(iv) a certified copy of the Sale Order;

(v) the certificates of Sellers to be received by Buyer pursuant to Sections 7.02(a) and 7.02(b); and

(vi) such other documents as Buyer may reasonably request that are customary for a transaction of this nature and necessary to evidence or consummate the transactions contemplated by this Agreement.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers represent and warrant to Buyer that as of the date of this Agreement and as of the Closing Date, except as disclosed in the Schedules or the Incorporated Information, the statements set forth in this Article 3 are true and correct:

SECTION 3.01. *Organization and Qualification.* Each Seller has been duly organized and is validly existing and is in good standing under the laws of such Seller's jurisdiction of organization, with the requisite power and authority to own such Seller's properties and conduct such Seller's business as currently conducted in all material respects. Each Seller, as applicable, has been duly qualified as a foreign corporation or other organization for the transaction of business and is in good standing under the laws of each other jurisdiction in which such Seller owns or leases properties or conducts any business so as to require such qualification, except to the extent that the failure to be so qualified or be in good standing has not had and would not reasonably be expected to have a Material Adverse Effect.

SECTION 3.02. *Authorization.* The execution, delivery, and performance by Sellers of this Agreement and the consummation of the transactions contemplated hereby are within Sellers' respective corporate or limited liability company powers, as applicable, and, subject to the Bankruptcy Court's entry of the Sale Order, have been duly authorized by all necessary corporate or limited liability company action on the part of each Seller.

SECTION 3.03. *Enforceability.* This Agreement has been duly and validly executed and delivered by each Seller, and, subject to the Bankruptcy Court's entry of the Sale Order, will constitute the valid and binding obligation of each Seller, enforceable against each such Seller in accordance with its terms.

SECTION 3.04. *Noncontravention.* Except as set forth in Schedule 3.04, neither the execution and delivery by any Seller of this Agreement or any other Transaction Document to which it is (or will be) a party nor after giving effect to the Sale Order, the consummation of the transactions contemplated hereby or thereby nor, after giving effect to the Sale Order, compliance by it with any of the provisions hereof or thereof will (i) conflict with or result in a violation of (A) any provision of the certificate of incorporation or bylaws (or other organizational or governing documents) of any Seller or (B) any material Order binding upon such Seller or by which the Business or any Purchased Assets are subject or bound, (ii) violate, conflict with, or result in a material breach of any of the terms of, or constitute a material default under, or give rise to any right of termination, modification, cancellation or acceleration under (A) any material Contract, or (B) any material license or Permit, authorization, consent, order or approval of, or registration, declaration or filings with, any Governmental Authority, or (iii) result in the creation of any material Lien upon the properties or assets of Sellers being sold or transferred hereunder.

SECTION 3.05. *Intellectual Property.*

(a) Schedule 3.05(a) sets forth a true and complete list of all U.S. and foreign (i) issued Patents and pending applications for Patents; (ii) registered Trademarks and pending applications

for Trademarks; and (iii) registered Copyrights and pending applications for Copyrights, in each case that are owned by Sellers as of the Execution Date and that are material to the Business. Except as set forth on Schedule 3.05(a), Sellers are the sole owner of all of the applications and registrations set forth on Schedule 3.05(a), and all such applications and registrations are in effect and subsisting.

(b) Except as disclosed on Schedule 3.05(b), and except as would not, individually or in the aggregate, have a Material Adverse Effect, to the Knowledge of Sellers, (i) the conduct of the Business by Sellers as currently conducted (including the products and services currently sold or provided by Sellers) does not infringe or otherwise violate any Person's intellectual property rights, and no such claims are pending or threatened in writing against Sellers and (ii) no Person is infringing or otherwise violating any Intellectual Property owned by Sellers and no such claims are pending or threatened in writing against any Person by Sellers.

(c) Except as set forth on Schedule 3.05(c), the Purchased Assets and any rights provided to Buyer pursuant to the Transaction Documents include all material and unavailable "off-the-shelf" third party intellectual property rights used by Sellers to conduct the Business as it is presently being conducted by Sellers.

SECTION 3.06. *Contracts*. Sellers have not assigned, delegated or otherwise transferred to any third party any of their rights or obligations with respect to any Assumed Contract. Each Assumed Contract is in full force and effect and is a valid and binding obligation of Sellers in accordance with its terms and conditions, in each case except (x) as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of equity and (y) as would not, individually or in the aggregate, have a Material Adverse Effect. Upon entry of the Sale Order and payment of the Cure Costs, (i) Sellers will not be in breach or default of their obligations under any Assumed Contract, (ii) to the Knowledge of Sellers, no condition exists that with notice or lapse of time or both would constitute a default by Sellers under any Assumed Contract, and (iii) to the Knowledge of Sellers, no other party to any Assumed Contract is in breach or default thereunder, except in the case of clauses (i), (ii), and (iii) for any breaches or defaults that would not, individually or in the aggregate, have a Material Adverse Effect. The Cure Cost amounts calculated by Sellers and specified in the Cure Notices submitted by Sellers with respect to each of the Assumed Contracts to the counterparty or counterparties thereto pursuant to the Bidding Procedures Order are, to the Knowledge of Sellers, true and correct.

SECTION 3.07. *Litigation*. Except as disclosed in Schedule 3.07, and other than the Chapter 11 Cases and the matters that may arise therein, as of the date hereof, there is no action, suit, investigation, or proceeding against, or to the Knowledge of Sellers, pending or threatened against or affecting, the Purchased Assets before any Governmental Authority that is reasonably likely to have a Material Adverse Effect or that in any manner challenges or seeks to prevent, enjoin, alter, or materially delay the transactions contemplated by this Agreement.

SECTION 3.08. *[Intentionally Omitted]*.

SECTION 3.09. *Title to the Purchased Assets*. Immediately prior to Closing, Sellers will have, and, upon delivery to Buyer on the Closing Date of the instruments of transfer contemplated

by Section 2.07, and upon entry of the Sale Order, Sellers will thereby transfer to Buyer and Buyer will be vested, to the maximum extent permitted by Sections 363 and 365 of the Bankruptcy Code, with good, valid, and marketable title to, or, in the case of property leased or licensed by Sellers, a valid leasehold or licensed interest in, all of the Purchased Assets, free and clear of all Encumbrances, except (a) for the Assumed Liabilities and (b) for Permitted Encumbrances. The Purchased Assets consisting of personal property are in good operating condition and repair (reasonable wear and tear excepted). To the Knowledge of Sellers, Sellers have not taken any action, or failed to take any action, which action or failure would preclude or prevent Buyer as a legal matter from conducting the Business as currently conducted in all material respects. No Purchased Asset is subject to any agreement, written or oral, for its sale or use by any Person other than Sellers, other than as expressly contemplated under the Leases or the Lessor Leases.

SECTION 3.10. *Tax Matters*. Each Seller has filed all Tax Returns that it was required to file, and has paid all Income Taxes shown thereon as owing, except where the failure to file Income Tax Returns or to pay Income Taxes would not have a Material Adverse Effect. Except as set forth in Schedule 3.10, the Sellers have not received written notice that any action, suit, proceeding, or audit is pending against or with respect to any Seller regarding Taxes. No Seller has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency. No Seller is a party to any Income Tax allocation or sharing agreement.

SECTION 3.11. *Compliance with Laws*. To the Knowledge of Sellers, none of Sellers nor any of their Subsidiaries (a) is in violation of any applicable laws, rules, regulations, executive orders, or codes (including Environmental Laws) that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect or (b) is subject to or in default with respect to any final judgments, writs, injunctions, decrees, rules or regulations of any court or any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

SECTION 3.12. *[Intentionally Omitted]*.

SECTION 3.13. *Employee Benefits*.

(a) Except as set forth on Schedule 3.13(a), neither Sellers nor any of Sellers' ERISA Affiliates maintains or contributes to any Benefit Plan.

(b) To the Knowledge of Sellers, Sellers and each of Sellers' ERISA Affiliates has complied in all material respects with ERISA, the Code, and all applicable laws regarding each Benefit Plan.

(c) To the Knowledge of Sellers, each Benefit Plan is, and has been, maintained, in material compliance with ERISA, the Code, all applicable laws, and the terms of each such Benefit Plan. No Actions have been filed or are pending against any Assumed Benefit Plan, and, to the Knowledge of Sellers, no such Actions have been threatened against any Assumed Benefit Plan (in each case, other than routine claims for benefits).

(d) Each Benefit Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the Internal Revenue Service or an application for such letter is currently being processed by the Internal Revenue Service. To the Knowledge of Sellers nothing has occurred which would prevent, or cause the loss of, such qualification.

(e) No liability to the Pension Benefit Guaranty Corporation (other than for the payment of current premiums that are not past due) by Sellers or any of Sellers' ERISA Affiliate has been incurred or is expected by Sellers or any of Sellers' ERISA Affiliate to be incurred with respect to any Benefit Plan. Neither the Sellers nor any of Sellers' ERISA Affiliate sponsors, maintains, contributes to (or is obligated to contribute to) or otherwise has any liability with respect to: (i) an "employee pension benefit plan" (as defined in Section 3(2) of ERISA) subject to Title IV of ERISA, Section 412 of the Code, Section 430 of the Code or Section 302 of ERISA (including any "multiemployer plan" within the meaning of Section 3(37) of ERISA); (ii) a "multiple employer plan" as defined in Section 413(c) of the Code; or (iii) a "multiple employer welfare arrangement" within the meaning of Section 3(40) of ERISA.

(f) Neither Sellers nor any of Sellers' ERISA Affiliate sponsors, maintains, or contributes to, or otherwise has any liability with respect to, any Benefit Plan, including, without limitation, any such plan maintained to provide benefits to former employees of such entities that may not be terminated by Sellers or any of Sellers' ERISA Affiliates in their sole discretion at any time without material liability, including any post-employment health or welfare benefits.

(g) None of Sellers or any of Sellers' ERISA Affiliates has provided any security under Section 436 of the Code.

(h) Except as set forth on Schedule 3.13(h), neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement could reasonably be expected to (either alone or in conjunction with any other event): (i) result in any payment becoming due to any current or former employee, director or individual independent contractor of Sellers, any of Sellers' Affiliates or Subsidiaries; (ii) increase any benefits otherwise payable to any current or former employee, director or individual independent contractor of Sellers or any of their Affiliates or Subsidiaries; (iii) result in any acceleration of the time of payment, funding, or vesting of any such benefits to any current or former employee, director, or individual independent contractor of Sellers, any of their Affiliates or Subsidiaries; or (iv) result in any payment or benefit that would constitute an "excess parachute payment" under Code Section 280G. No employee, director, or individual independent contractor of the of Sellers, any of Sellers' Affiliates or Subsidiaries has a right to receive a gross-up payment with respect to any excise Taxes that may be imposed upon such individual pursuant to Code Section 409A or Code Section 4999.

SECTION 3.14. *Environmental Condition.* Except as set forth on Schedule 3.14, (a) to the Knowledge of Sellers, none of Sellers' nor any of their Subsidiaries' properties or assets has ever been used by Sellers, their Subsidiaries, or by previous owners or operators in the disposal of, or to produce, store, handle, treat, release, or transport, any Hazardous Materials, where such disposal, production, storage, handling, treatment, release or transport was in violation of any applicable Environmental Law, that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect, (b) to the Knowledge of Sellers, none of Sellers's nor any of their Subsidiaries' properties or assets has ever been designated or identified on a list

prepared by a Governmental Authority pursuant to any environmental protection statute as a Hazardous Materials disposal site, which designation or identification, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect, (c) neither Sellers nor any of their Subsidiaries has received written notice within the last three (3) years that an Encumbrance arising under any Environmental Law has attached to any revenues for which the liability giving rise to such Encumbrance is unresolved, or to any Real Property currently owned or operated by Sellers or their Subsidiaries as of the date hereof, and (d) none of Sellers nor any of their Subsidiaries nor any of their respective facilities or operations is subject to any outstanding written order, consent decree, or settlement agreement with any Person relating to any Environmental Law or Environmental Liability that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect.

SECTION 3.15. *Employee and Labor Matters.*

(a) Except as listed on Schedule 3.15(a), there is (i) no unfair labor practice complaint pending or, to the Knowledge of Sellers, threatened against any Seller or its Subsidiaries before any Governmental Authority and no grievance or arbitration proceeding pending or threatened against any Seller or its Subsidiaries which arises out of or under any collective bargaining agreement and that could reasonably be expected to result in a Material Adverse Effect, or (ii) no strike, labor dispute, slowdown, stoppage, or similar action or grievance pending or, to the Knowledge of Sellers, threatened in writing against any Seller or any Subsidiaries that could reasonably be expected to result in a Material Adverse Effect. The hours worked and payments made to employees of each Seller have not been in violation of the Fair Labor Standards Act or any other applicable legal requirements, except to the extent such violations could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. All material payments due from any Seller or any Subsidiaries on account of wages and employee health and welfare insurance and other benefits have been paid or accrued as a liability on the books of the applicable Seller, except where the failure to do so could not, individually or in aggregate, reasonably be expected to result in a Material Adverse Effect.

(b) Except as set forth on Schedule 3.15(b), Sellers are not party to a settlement agreement with a current or former officer, employee or independent contractor of any of Sellers that involves allegations relating to discrimination, harassment (including sexual harassment) or retaliation by an employee of the Sellers. To the Knowledge of Sellers, (i) there are no material allegations of sexual harassment are pending against an employee of the Sellers and (ii) no employee has engaged in any conduct, is being investigated for any conduct, or aided or assisted any other Person to engage in any conduct or cover-up of such conduct, that could cause or has caused any material damage to the reputation or business of Sellers or their respective employees, including, but not limited to, any conduct constituting sexual misconduct, harassment (including sexual harassment), discrimination or retaliation.

Except as specifically provided in Section 3.1 through Section 3.15 above, Sellers will convey the Purchased Assets to Buyer on an “As-Is, Where-Is” and “With All Faults” basis, without representations, warranties, or covenants, express or implied, of any kind or nature. Buyer hereby waives and relinquishes all rights and privileges arising out of, or with respect or in relation to, any representations, warranties, or covenants, whether express or implied, that may have been made or given, or that may have been deemed to have been made or given, by Sellers or their

Representatives, except for those expressly set forth in this Agreement. Upon the Closing, Buyer agrees to assume all risk and liability (and agree that Sellers will not be liable for any special, direct, indirect, consequential, or other damages) resulting or arising from or relating to the ownership, use, condition, location, maintenance, repair, or operation of the Purchased Assets. None of Sellers nor any other Person is making any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, relating to any Seller (including, but not limited to, any relating to financial condition, results of operations, assets, or liabilities of such Seller), except as expressly set forth in this Article 3 and the attached Schedules, and each Seller hereby disclaims any such other representations or warranties.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to each Seller that:

SECTION 4.01. *Organization and Qualification.* Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and have all requisite powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on their businesses as now conducted.

SECTION 4.02. *Authorization.* The execution, delivery and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby are within the corporate powers of Buyer and have been duly authorized by all necessary corporate action on the part of Buyer.

SECTION 4.03. *Enforceability.* This Agreement has been duly and validly executed and delivered by Buyer, and constitutes the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

SECTION 4.04. *Noncontravention.* The execution, delivery and performance by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby shall not, with or without the giving of notice or lapse of time, (a) violate any provision of the organizational documents of Buyer, (b) violate any law to which Buyer is subject, or (c) conflict with, or result in a breach or default under, any term or condition of any other agreement or other instrument to which Buyer is a party or by which Buyer is bound.

SECTION 4.05. *Adequate Assurances Regarding Assumed Contracts.* Buyer is and will be capable of satisfying the conditions contained in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts and has and will have at Closing immediately available funds sufficient for satisfaction of all of Buyer's obligations under this Agreement, including the payment of the Cure Costs and all fees, expenses of, and other amounts required to be paid by Buyer in connection with the transactions contemplated hereby.

SECTION 4.06. *Inspections; No Other Representations.* Buyer (a) is purchasing the Purchased Assets based solely on Buyer's own investigation of the Purchased Assets and (b) except as set forth in this Agreement, neither Sellers nor any director, officer, manager, employee, agent, consultant, or representative of Sellers have made any warranties,

representations, or guarantees, express, implied or statutory, written or oral, respecting the Purchased Assets, any part of the Purchased Assets, the financial performance of the Purchased Assets, or the physical condition of the Purchased Assets. Except as set forth in this Agreement, Buyer has relied, and shall rely, solely upon Buyer's own investigation of all such matters and Buyer assumes all risks with respect thereto.

BUYER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE TRANSACTION DOCUMENTS, SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE PURCHASED ASSETS. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLERS HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE PURCHASED ASSETS. BUYER WILL ACCEPT THE PURCHASED ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

ARTICLE 5

COVENANTS

SECTION 5.01. *Commercially Reasonable Efforts; Further Assurances.* Subject to the terms and conditions of this Agreement, Buyer and Seller will use their respective commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under applicable laws and regulations to consummate the transactions contemplated by this Agreement. Sellers, on the one hand, and Buyer, on the other hand, shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated hereby, including using commercially reasonable efforts to accomplish the following: (i) taking all reasonable acts necessary to cause the conditions precedent set forth in Article 7 to be satisfied; (ii) obtaining, at the earliest practicable date, of all necessary Governmental Authorizations and the making of all necessary registrations, declarations and filings (including registrations, declarations and filings with Governmental Authorities, if any) and the taking of all reasonable steps as may be necessary to avoid any Proceeding by any Governmental Authority; (iii) defending of any Proceedings challenging this Agreement or the consummation of the transaction contemplated hereby, including seeking to have any stay or temporary restraining order entered by any court or other Governmental Authority vacated or reversed; and (iv) executing and delivering any additional instruments necessary to consummate the transactions contemplated hereby and to fully carry out the purposes of this Agreement. At and after the Closing, and without further consideration therefor, Sellers shall execute and deliver to Buyer such further instruments and certificates as shall be necessary or desirable (x) to vest, perfect, or confirm ownership (of record or otherwise) in either or both Buyer and one or more Buyer Designees, Sellers's right, title, or interest in, to or under any or all of the Purchased Assets and Business, including the Real Property, free and clear of all Encumbrances (other than Permitted Encumbrances) or (y) to otherwise effectuate the purposes and intent of this Agreement and the other Transaction Documents or for aiding, assisting, collecting, and reducing to possession any of the Purchased Assets and exercising rights with respect thereto. Sellers shall

take, or cause to be taken, all actions, do or cause to be done all things as may be reasonably requested by Buyer in order to vest, perfect, or confirm any and all right, title, and interest in, to and under such rights, properties, or assets in Buyer or one of more Buyer Designees or otherwise to carry out this Agreement, and shall execute and deliver all additional deeds, bills of sale, instruments of conveyance, powers of attorney, assignments, assumptions, and assurances as may be reasonably required to consummate the transactions contemplated by this Agreement.

SECTION 5.02. *Public Announcements.* Absent the prior written consent of the other Parties, such consent to not be unreasonably withheld, delayed, or conditioned, neither Sellers nor Buyer shall make any press release, public announcement, securities filing, or public statement concerning this Agreement or the transactions contemplated hereby, except as and to the extent that any such party shall be required to make any such disclosure by applicable law, and then only after giving the other Parties hereto an opportunity to review, if possible under the circumstances, such disclosure and consider in good faith the comments of the other Parties hereto. For the avoidance of doubt, nothing herein shall be construed to prohibit or restrict any filings, disclosure, or announcement that Sellers make in connection with the Chapter 11 Cases.

SECTION 5.03. *Assurances Regarding Assumed Contracts; Payment of Cure Costs; Performance of Assumed Contracts.* With respect to each Assumed Contract, Buyer shall provide adequate assurance of the future performance by Buyer of such Assumed Contract. Buyer shall, at or prior to the Closing, pay or otherwise satisfy all Cure Costs under the Assumed Contracts so that such Assumed Contracts may be assumed by Sellers and assigned to Buyer in accordance with the provisions of Section 365 of the Bankruptcy Code.

SECTION 5.04. *Bankruptcy Court Matters.*

(a) In connection with the transactions contemplated by this Agreement, Sellers shall file with the Bankruptcy Court after the execution of this Agreement by each of the Parties, within two (2) days after the Petition Date, the Sale Motion, including the Bidding Procedures Order and Sale Order, and appropriate supporting declarations, in each case, in form and substance reasonably acceptable to Sellers and Buyer and which identifies Buyer as the “stalking horse” for the Purchased Assets. Sellers shall affix a copy of this Agreement to the Sale Motion filed with the Bankruptcy Court (which shall be, subject to the approval of the Bankruptcy Court, without schedules).

(b) No later than thirty (30) days after the Petition Date, the Bankruptcy Court shall have entered the Bidding Procedures Order, in form and substance acceptable to Sellers and Buyer. In the event that Buyer is not the Winning Bidder, Buyer agrees to serve as a Backup Bidder solely for a period of thirty days after the entry of the Sale Order if designated as the Backup Bidder in accordance with the terms of the Bidding Procedures Order.

(c) No later than eighty-six (86) days after the Petition Date, the Bankruptcy Court shall have entered the Sale Order, which shall be in form and substance acceptable to Sellers and Buyer.

(d) On or before four (4) days after entry of the Sale Order, the Closing Date shall have occurred.

(e) Each Seller shall serve on all non-Seller counterparties to all of their Contracts a notice specifically stating that such Seller is or may be seeking the assumption and assignment of such Contracts and shall notify such non-Seller counterparties of the deadline for objecting to the Cure Costs, if any, which deadline shall not be less than ten (10) Business Days prior to the Sale Hearing.

(f) From and after the date of this Agreement and until the Closing Date, each Seller shall deliver to Buyer, at least two (2) Business Days in advance, drafts of any and all material pleadings, motions, notices, statements, schedules, applications, reports, and other papers to be filed or submitted in connection with this Agreement for Buyer's prior review and comment, including any Tax motions, and such filings shall be reasonably acceptable to Buyer to the extent they relate to the Purchased Assets, any Assumed Liabilities or any of Buyer's obligations hereunder. Each Seller agrees to diligently prosecute the entry of the Bidding Procedures Order and the Sale Order. In the event the entry of the Bidding Procedures Order or the Sale Order shall be appealed, Sellers and Buyer shall use their commercially reasonable efforts to defend such appeal. Sellers shall comply with all notice requirements (i) of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure or (ii) imposed by the Sale Order, in each case, in connection with any pleading, notice, or motion to be filed in connection herewith.

SECTION 5.05. *Conduct of the Business.*

(a) Except as may be required by the Bankruptcy Court and the Chapter 11 Cases, from the date hereof until the Closing Date, Sellers shall use commercially reasonable efforts to (i) conduct Sellers' respective businesses in the ordinary course consistent with past practice and preserve intact the Business and relationships with third parties and to keep available the services of the present employees of Sellers, (ii) continue to collect and accrue Accounts Receivable in the ordinary course of business consistent with past practice, and shall take no action to accelerate collection of such Accounts Receivable, including, without limitation, the offering of discounts outside of the ordinary course to collect such Accounts Receivable, and (iii) continue to perform Sellers' obligations in the ordinary course of business consistent with past practice, including, subject to any limitations and restrictions in the DIP Credit Agreement, timely payment of accounts payable, and shall take no action to delay collection of such accounts payable. Without limiting the generality of the foregoing, from the date hereof until the Closing Date, except as disclosed on Schedule 5.05, Sellers will not:

(i) acquire a material amount of assets from any other Person except in the ordinary course of business;

(ii) sell, lease, license, or otherwise dispose of any Purchased Assets except (A) pursuant to existing contracts or commitments or (B) otherwise in the ordinary course consistent with past practice;

(iii) terminate, cancel, or materially amend or modify any Assumed Contract;

(iv) grant to any employee of Sellers any increase in compensation except in the ordinary course of such Seller's business and consistent with past practice;

(v) take any action that would reasonably be expected to cause the failure of the conditions contained in Section 7.02(a); or

(vi) agree or commit to do any of the foregoing.

SECTION 5.06. *Access to Information.*

(a) From the date hereof until the Closing Date, Sellers will (i) give Buyer, Buyer's counsel, financial advisors, auditors and other authorized representatives reasonable access to the offices, properties, books and records of Sellers; (ii) furnish to Buyer, Buyer's counsel, financial advisors, auditors and other authorized representatives such financial and operating data and other information relating to Sellers' business as such Persons may reasonably request; and (iii) instruct the employees, counsel, and financial advisors of Sellers to cooperate in a commercially reasonable manner with Buyer in Buyer's reasonable investigation of the Business; provided, however, that any such investigation shall be conducted during normal business hours upon reasonable advance notice to Seller, under the supervision of Sellers' personnel and in such a manner as not to interfere with the conduct of the Business or any other businesses of Sellers.

(b) On and after the Closing Date, Sellers on one hand, and Buyer on the other hand, will each afford promptly to the other Party, and their agents, reasonable access to their books of account, financial and other records (including, without limitation, accountant's work papers), information, employees and auditors to the extent necessary or useful for the other Party in connection with any audit, investigation, dispute or litigation, or any other reasonable business purpose relating to the Purchased Assets, including, without limitation, Sellers' administration of the Chapter 11 Cases; provided, that any such access shall not unreasonably interfere with the conduct of the business of any Party. Each party shall bear their own out-of-pocket costs and expenses reasonably incurred in connection with the foregoing.

SECTION 5.07. *Notices of Certain Events.* Sellers shall promptly notify Buyer of any written notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement;

(a) any written notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement; and

(b) any actions, suits, claims, investigations or proceedings commenced relating to any Seller that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 3.07.

SECTION 5.08. *Sale Free and Clear.* The Sellers acknowledge and agree, and the Sale Order shall provide that, on the Closing Date and concurrently with the Closing, all then existing or thereafter arising obligations, Liabilities and Encumbrances (including, for the avoidance of doubt, all successor liability, including without limitation, any successorship obligations with respect to any Benefit Plan that is not an Assumed Benefit Plan) of, against or created by any Seller or its bankruptcy estate, shall be fully released from and with respect to the Purchased Assets. On the Closing Date, the Purchased Assets shall be transferred to the Buyer and/or one or more Buyer Designees, as applicable, free and clear of all obligations, Liabilities and Encumbrances (including, for the avoidance of doubt, all successor liability, including without

limitation, any successorship obligations with respect to any Benefit Plan that is not an Assumed Benefit Plan), other than the Permitted Encumbrances and the Assumed Liabilities.

SECTION 5.09. *Casualty Loss.* Notwithstanding any provision in this Agreement to the contrary, if, before the Closing, all or any portion of the Purchased Assets is (a) condemned or taken by eminent domain, or (b) is damaged or destroyed by fire, flood, or other casualty, Sellers shall notify Buyer promptly in writing of such fact (i) in the case of condemnation or taking, Sellers shall assign or pay, as the case may be, any proceeds thereof to Buyer at the Closing and (ii) in the case of fire, flood, or other casualty, Sellers shall assign the insurance proceeds therefrom to Buyer at Closing. Notwithstanding the foregoing, the provisions of this Section 5.09 shall not in any way modify Buyer's other rights under this Agreement, including any applicable right to terminate the Agreement if any condemnation, taking, damage or other destruction resulted in a Material Adverse Effect.

SECTION 5.10. *No Successor Liability.* The Parties intend that, except where expressly prohibited under applicable Legal Requirement, upon the Closing, Buyer shall not be deemed to: (i) be the successor of Sellers, including without limitation, with respect to any Benefit Plans, except for Assumed Benefit Plans, (ii) have, de facto, or otherwise, merged with or into Sellers, (iii) be a mere continuation or substantial continuation of Sellers or the enterprise(s) of Sellers, or (iv) be liable for any acts or omissions of Sellers in the conduct of the Business or arising under or related to the Purchased Assets other than as set forth in this Agreement. Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement, the parties intend that Buyer shall not be liable for any Encumbrances (other than Assumed Liabilities and Permitted Encumbrances) against any Seller or any of such Seller's predecessors or Affiliates, and Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, the Purchased Assets or any Liabilities of Sellers arising prior to the Closing Date. The Parties agree that the provisions substantially in the form of this Section 5.10 shall be reflected in the Sale Order.

ARTICLE 6

EMPLOYEE MATTERS

SECTION 6.01. *Buyer Employees.* Within two (2) days after entry of the Sale Order, Buyer shall offer employment, effective as of the Closing, to certain Employees, as chosen by Buyer, on terms and conditions set in Buyer's sole discretion; provided, however, that Buyer's offer of employment will be at a level of compensation and benefits that, in the aggregate, Buyer determines in good faith is reasonably comparable to the compensation and benefits of such Employee immediately prior to the Petition Date, without giving effect to any key employee retention plan and any compensation or bonus plan, agreement or arrangement designed to retain employees during the pendency of the Chapter 11 Cases. Each such offer shall include a waiver of any costs related to the termination of employment of such Employees by Sellers in connection with the transactions contemplated by this Agreement, (including without limitation any severance), as against Buyer, Sellers and their respective Affiliates. If the Closing occurs, any such Employees who accept any such offer no later than seven (7) Business Days after the Closing Date are hereinafter referred to as the "**Buyer Employees**".

SECTION 6.02. *Employment Tax Reporting.* With respect to Buyer Employees, Buyer and Sellers shall use the alternate procedure set forth in Revenue Procedure 2004-53, 2004-34 I.R.B. 320, for purposes of employment Tax reporting.

SECTION 6.03. *Benefits.* From and after the Closing (or with respect to any Buyer Employee who is on an approved leave of absence as of the Closing, from and after such Buyer Employee's return to work), Buyer shall, or shall cause an Affiliate of Buyer to, provide (whether under existing or newly-established Buyer benefits plans or under any Assumed Benefit Plans assumed under this Agreement (collectively, the "**Buyer Plans**")) to each Buyer Employee and their eligible dependents benefits under any Assumed Benefit Plans that are reasonably equivalent in the aggregate than the practice, plans or policies in effect for such Buyer Employee immediately prior to the Closing. If applicable, for purposes of eligibility, vesting and the calculation of the eligibility for and amount of vacation, sick pay, severance, or other benefits under Buyer Plans providing benefits to Buyer Employees, Buyer shall credit each Buyer Employee with such Buyer Employee's years of service with Sellers to the same extent as such Buyer Employee was entitled immediately prior to the Closing to credit for such service under any similar Employee Benefit Plan; provided, however, that no such service recognition shall result in any duplication of benefits or apply to any defined benefit pension plans. In addition, to the extent it has the right to do so, Buyer shall use commercially reasonable efforts to (a) waive under any health or welfare plans maintained by Buyer for Buyer Employees any pre-existing condition limitations and eligibility waiting periods for Buyer Employees and their eligible dependents (but only to the extent such pre-existing condition limitations, eligibility waiting periods and evidence of insurability requirements were satisfied under Sellers's comparable health plans as of the Closing Date), and (b) provide that dollar amount of all eligible expenses incurred by Buyer Employees and their eligible dependents during the calendar year in which the Closing Date occurs shall be taken into account for purposes of satisfying the applicable deductibles, co-payments or out-of-pocket limitations for such calendar year under the relevant Buyer's health or welfare plans.

SECTION 6.04. *Third Party Beneficiary.* No provision of this Article 6 shall (a) create any third party beneficiary or other rights in any Employee or former employee (including any beneficiary or dependent thereof) of Sellers, Buyer or any other Person, (b) constitute or create, or be deemed to constitute or create, a Benefit Plan, a Buyer Plan or any other an employment agreement or employee benefit plan, (c) constitute or be deemed to constitute an amendment to any Benefit Plan, Buyer Plan, or any other employee benefit plan sponsored or maintained by Sellers or Buyer, or (d) alter or change the employment at-will status of Employees or in any way limit the right of the Sellers, the Buyer or any of their respective Subsidiaries or Affiliates to terminate the employment or service of any such Employees.

ARTICLE 7

CONDITIONS TO CLOSING

SECTION 7.01. *Conditions to the Obligations of Sellers.* The obligations of Sellers to consummate the transactions contemplated by this Agreement are subject to the satisfaction (unless waived in writing by Sellers) of each of the following conditions on or prior to the Closing Date:

(a) the representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date. Sellers shall have received a certificate of Buyer to such effect signed by a duly authorized officer thereof;

(b) Buyer shall have performed and complied in all material respects with all covenants and obligations under this Agreement to be performed or complied with by it on or prior to the Closing Date. Sellers shall have received a certificate of Buyer to such effect signed by a duly authorized officer thereof;

(c) no Governmental Authority shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation or non-appealable judgment, decree, injunction or other order that is in effect on the Closing Date and prohibits the consummation of the Closing; and

(d) the Bankruptcy Court shall have entered the Sale Order and such Sale Order shall not be subject to a stay pending appeal; provided, however that Buyer may, in Buyer's sole discretion, deem the condition in this subclause (d) to be satisfied notwithstanding any such stay pending appeal.

SECTION 7.02. *Conditions to the Obligation of Buyer.* The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to the satisfaction (unless waived in writing by Buyer) of each of the following conditions on or prior to the Closing Date:

(a) the representations and warranties of Sellers contained in this Agreement shall be true and correct, except for any failure to be true and correct that, together with all other such failures, has not had, and would not reasonably be expected to have, a Material Adverse Effect. Buyer shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof;

(b) each Seller shall have performed and complied with all covenants and obligation under this Agreement, except for any failure to perform and comply that, together with all other such failures, has not had, and would not reasonably be expected to have, a Material Adverse Effect. Buyer shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof;

(c) no Governmental Authority shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation or non-appealable judgment, decree, injunction or other order that is in effect on the Closing Date and prohibits the consummation of the Closing; and

(d) the Bankruptcy Court shall have entered the Sale Order and such Sale Order shall not be subject to a stay pending appeal.

ARTICLE 8

TAX MATTERS

SECTION 8.01. *Tax Cooperation; Allocation of Taxes.*

(a) Buyer and Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets (including, without limitation, access to books and records) as is reasonably necessary for the preparation and filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any Taxing Authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax. Sellers and Buyer shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets.

(b) To the extent not exempt under Section 1146(a) of the Bankruptcy Code in connection with the Chapter 11 Cases, all excise, sales, use, value added, registration stamp, recording, documentary, conveyance, franchise, property, transfer and similar Taxes, levies, charges and fees, including any interest and penalties incurred in connection with the transactions contemplated by this Agreement (collectively, “**Transfer Taxes**”) shall be borne by Buyer when due, and Buyer will, at Buyer’s own expense, file all necessary Tax Returns and other documentation with respect to all such Transfer Taxes. If any Seller, as agent for any Taxing Authority, is required to collect such Transfer Taxes, Buyer shall pay the aggregate amount of such Transfer Taxes to Sellers on demand and in such case Sellers shall remit such amount to the appropriate Taxing Authorities in accordance with applicable legislation. Buyer and Sellers shall cooperate in providing each other with any appropriate resale exemption certifications and other similar documentation, relating to Transfer Taxes.

SECTION 8.02. *Purchase Price Allocation.* Buyer shall prepare and deliver to Sellers a statement allocating the sum of the Purchase Price, the Assumed Liabilities and other relevant items among the Purchased Assets in accordance with Section 1060 of the Code and the Treasury regulations promulgated thereunder (such statement, the “**Allocation Statement**”), and the Allocation Statement shall be finalized upon reasonable consultation with Sellers. Unless otherwise required by law, the IRS or any other Taxing Authority, the allocation of the Purchase Price pursuant to the Allocation Statement shall be final and binding on the Parties, and the Parties shall follow the Allocation Statement for purposes of filing IRS Form 8594 (and any supplements to such form) and all other Tax Returns, and shall not take any position inconsistent therewith. If the IRS or any other taxation authority proposes a different allocation, Sellers or Buyer, as the case may be, shall promptly notify the other party of such proposed allocation. Sellers or Buyer, as the case may be, shall provide the other party with such information and shall take such actions (including executing documents and powers of attorney in connection with such proceedings) as may be reasonably requested by such other party to carry out the purposes of this Section 8.02. Except as otherwise required by any Legal Requirement or pursuant to a “determination” under Section 1313(a) of the Code (or any comparable provision of United States state, local, or non-United States law), (i) the transactions contemplated by Article 2 of this Agreement shall be reported for all Tax purposes in a manner consistent with the terms of this Section 8.02; and (ii) neither Party (nor any of their Affiliates) will take any position inconsistent with this Section 8.02 in any Tax Return, in any refund claim, in any litigation or otherwise. Notwithstanding the

allocation of the Purchase Price set forth in the Allocation Statement, nothing in the foregoing shall be determinative of values ascribed to the Purchased Assets or the allocation of the value of the Purchased Assets in any plan or reorganization or liquidation that may be proposed.

ARTICLE 9

SURVIVAL

SECTION 9.01. *Survival.* The (a) representations and warranties of the parties, and (b) covenants and agreements of the parties that by their terms are to be performed prior to the Closing, contained in this Agreement or in any certificate or other writing delivered in connection herewith shall not survive the Closing. The covenants and agreements contained herein that by their terms are to be performed after the Closing shall survive the Closing for the period contemplated by its terms except the covenants, agreements, representations and warranties contained in Article 8 shall survive until expiration of the statute of limitations applicable to the matters covered thereby (giving effect to any waiver, mitigation or extension thereof).

ARTICLE 10

TERMINATION

SECTION 10.01. *Grounds for Termination.* This Agreement may be terminated at any time prior to the Closing:

- (a) by either Sellers or Buyer:
 - (i) upon mutual written consent of Sellers and Buyer;
 - (ii) if the Closing shall not have occurred on or prior to October 6, 2025 (the “**Outside Date**”); provided, however, that the Parties may extend the Outside Date by mutual agreement;
 - (iii) if a Governmental Authority issues a final, non-appealable ruling or Order permanently restraining, enjoining or otherwise prohibiting the transactions contemplated hereby; or
 - (iv) if the Bankruptcy Court shall have entered an Order dismissing, or converting into cases under chapter 7 of the Bankruptcy Code, any of the cases commenced by Sellers under chapter 11 of the Bankruptcy Code and compromising part of the Chapter 11 Cases;
- (b) by notice from Buyer to Sellers:
 - (i) if any of the events set forth in clauses (a) through (d) of Section 5.04 shall not have occurred by the respective dates set forth therein;
 - (ii) if (A) an Alternative Transaction is approved by the Bankruptcy Court and Buyer has not been designated as the Backup Bidder in accordance with the Bidding

Procedures Order, or (B) any Seller seeks to have the Bankruptcy Court enter an Order dismissing, or converting into cases under chapter 7 of the Bankruptcy Code, any of the cases commenced by Sellers under chapter 11 of the Bankruptcy Code comprising part of the Chapter 11 Cases, or appointing a trustee in the Chapter 11 Cases or appointing a responsible officer or an examiner with enlarged powers (other than a fee examiner) relating to the operation of Sellers' businesses pursuant to Section 1104 of the Bankruptcy Code, or such an order of dismissal, conversion or appointment is entered for any reason and is not be reversed or vacated within fourteen (14) days after the entry thereof;

(iii) if Buyer is not then in material breach of any provisions of this Agreement, in the event of any breach of, or failure to perform, any agreements, covenants, representations, or warranties of Sellers contained herein or in the Sale Order;

(iv) if, for any reason, Buyer (other than as a result of their own breach of this Agreement) is unable, pursuant to Section 363(k) of the Bankruptcy Code, to credit bid in payment of all or any portion of the Purchase Price as set forth in Section 2.06 (other than the Assumed Liabilities);

(v) if at the end of the auction for the Purchased Assets, Buyer is not determined by Sellers to be either the (A) Winning Bidder or (B) Backup Bidder; or

(vi) upon the occurrence of any Termination Event (as defined in the DIP Credit Agreement).

(c) by notice from Sellers to Buyer:

(i) if Sellers are not then in material breach of any provisions of this Agreement, in the event of any breach of, or failure to perform, any agreements, covenants, representations, or warranties of Buyer contained herein or in the Sale Order; or

(ii) if at the end of any auction for the Purchased Assets, Buyer is not either the (A) Winning Bidder or (B) Backup Bidder.

The party desiring to terminate this Agreement pursuant to this Section 10.01 shall give notice of such termination to the other party in accordance with Section 11.01.

SECTION 10.02. *Effect of Termination.* If this Agreement is terminated as permitted by Section 10.01, such termination shall be without liability of any party (or any stockholder, director, officer, employee, agent, consultant or representative of such party) to the other parties to this Agreement, the provisions of which shall represent the sole and exclusive rights of the parties upon a termination of this Agreement under Section 10.01. The provisions of Section 10.02 and Article 11 shall survive any termination pursuant to Section 10.01.

ARTICLE 11

MISCELLANEOUS

SECTION 11.01. *Notices.* All notices, requests and other communications to any party hereunder shall be in writing (including email transmission with delivery confirmation) and shall be given,

if to Buyer:

Job.com Acquisition Co., LLC
c/o Serengeti Asset Management
515 N Flagler Drive
Suite #2125
West Palm Beach, FL 33401
Email: sam.teamops@serengeti-am.com

With a copy (that shall not constitute notice) to:

Geoffrey T. Raicht, PC
99 Biltmore Ave
Rye, New York 10580
Email: graicht@raichtlawpc.com

GT Partners Private Credit Finance LLC
GT Monterey Cypress Finance LLC
18952 MacArthur Blvd., Suite 100-101
Irvine, California 92612
Attention: Scott Warner
Email: swarner@gt-gp.com

if to Sellers, to:

My Job Matcher, Inc.
c/o CorlissMoore & Associates
1959 N. Peace Haven Rd. #301
Winston-Salem, NC 27106
Attention: Robert Corliss
Email: rjcorliss@corlissmoore.com

with a copy (that will not constitute notice) to:

Morris James LLP
3205 Avenue North Boulevard, Suite 100
Wilmington, DE 19803
Attention: Vincent J. Cannizzaro
Attention: Jeffrey R. Waxman
Fax: 302-571-1750
Email: VCannizzaro@morrisjames.com
Email: JWaxman@morrisjames.com

All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day at the place of receipt.

SECTION 11.02. *Amendments and Waivers.*

(a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement or, in the case of a waiver, by the party against whom the waiver is to be effective.

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

SECTION 11.03. *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, that no party may assign, delegate or otherwise transfer any of their rights or obligations under this Agreement without the written consent of each other party hereto; provided further that, Buyer shall be permitted to assign all or part of Buyer's rights or obligations hereunder to one or more Buyer Designees without the prior consent of Sellers and, in such event, Buyer shall remain liable for payment of all Assumed Liabilities assigned to such one or more Buyer Designees.

SECTION 11.04. *Governing Law.* This Agreement shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflict of laws rules of such state.

SECTION 11.05. *Jurisdiction.* The parties hereto agree that, during the period from the date hereof until the date on which the Chapter 11 Cases are closed or dismissed (the “**Bankruptcy Period**”), any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought exclusively in the Bankruptcy Court. The parties further agree that, following the Bankruptcy Period, any suit, action or proceeding with respect to this Agreement or the transactions contemplated hereby shall be brought against any of the parties exclusively in either the United States District Court for the District of Delaware or any state court of the State of Delaware located in such district, and each of the parties hereby irrevocably consents to the jurisdiction of such court and the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the such courts or that any such suit, action or proceeding which is brought in such courts has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of the Bankruptcy Court, the United States District Court for the District of Delaware or any state court of the State of Delaware.

SECTION 11.06. *WAIVER OF JURY TRIAL.* EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 11.07. *Counterparts; Third Party Beneficiaries.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. No provision of this Agreement is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

SECTION 11.08. *Specific Performance.* It is understood and agreed by Buyer that money damages would be an insufficient remedy for any breach of this Agreement by Buyer and as a consequence thereof, after the Bankruptcy Court’s entry of the Sale Order, Sellers shall be entitled to specific performance and injunctive or other equitable relief as a remedy for such breach, including, without limitation, an order of the Bankruptcy Court or other court of competent jurisdiction requiring Buyer to comply promptly with all of their obligations hereunder.

SECTION 11.09. *Entire Agreement.* This Agreement, the Sale Order and the Transaction Documents constitute the entire agreement between the parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.

SECTION 11.10. *Bulk Sales Laws.* Buyer hereby waives compliance by Sellers and Sellers hereby waives compliance by Buyer with the provisions of the “bulk sales”, “bulk transfer” or similar laws of any jurisdiction other than any laws which would exempt any of the transactions contemplated by this Agreement from any Tax liability which would be imposed but for such compliance.

SECTION 11.11. *No Strict Construction.* Buyer, on the one hand, and Sellers, on the other hand, participated jointly in the negotiation and drafting of this Agreement, and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by Buyer, on the one hand, and Sellers, on the other hand, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. Without limitation as to the foregoing, no rule of strict construction construing ambiguities against the draftsman shall be applied against any Person with respect to this Agreement.

SECTION 11.12. *Non-Recourse.* No past, present or future director, manager, officer, employee, incorporator, member, unitholder, partner or equityholder of any party hereto shall have any liability for any Liabilities of the parties under this Agreement or any other document related to the transactions contemplated hereby, for any claim based on, in respect of, or by reason of the transactions contemplated hereby and thereby, and each party hereby covenants not to sue any past, present or future director, manager, officer, employee, incorporator, member, unitholder, partner or equityholder of any other party for any such claim.

SECTION 11.13. *Severability.* The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability.

SECTION 11.14. *Fees and Expenses.* Except as otherwise expressly set forth in this Agreement, each party will bear their own costs and expenses incurred in connection with the preparation, execution and performance of this Agreement, the Transaction Documents and the transactions contemplated hereby and thereby.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

SELLERS:

MY JOB MATCHER, INC.

By: _____
Name: Robert Corliss
Title: Authorized Person

JOB.COM - HV, INC. (DE)

By: _____
Name: Robert Corliss
Title: Authorized Person

JOB.COM-FORTUS, INC.

By: _____
Name: Robert Corliss
Title: Authorized Person

JOB.COM-ENDEVIS, INC.

By: _____
Name: Robert Corliss
Title: Authorized Person

JOB.COM-QCI, INC.

By: _____
Name: Robert Corliss
Title: Authorized Person

PRINCETON ONE - JOB.COM, INC.

By: _____
Name: Robert Corliss
Title: Authorized Person

JOB.COM - HV, INC. (FL.)

By: _____
Name: Robert Corliss
Title: Authorized Person

PRINCETON SEARCH L.L.C.

By: _____
Name: Robert Corliss
Title: Authorized Person

BUYER:

JOB.COM ACQUISITION CO., LLC

By: _____
Name:
Title:

Schedule 1.01(a) Assumed Benefit Plans

Benefit Plan	Provider of Benefit Plan	Address of Provider
COBRA	Anuvi, Inc.	1655 N. Humboldt St., Apt. 105, Denver, CO. 80218
Employee Insurance Administration Benefit Broker	Bennie Insurance, LLC	700 Canal S., Suite 1, Stamford, CT 06902
Insurance brokerage services	Founder Shield from the Baldwin Group	4211 West Boy Scout Blvd., Suite 800, Tampa Bay, FL 33607
Dental, vision, life Insurance	Mutual of Omaha	Mailstop 2204, 1620 Dodge St., Omaha, NE 68197
Insurance premium finance	National Partners	2655 S Le Jeune Road, Suite 800, Coral Gables, FL 33134
Medical Insurance Services	Thatch Health, Inc.	353 Kearny Street, San Francisco, CA 94108
New York State Disability	NYSIF	PO Box 5520, Binghamton, NY 13902

Schedule 1.01(b) Permitted Encumbrances

None.

Schedule 2.01(f) Transferred Permits

None.

Schedule 2.01(m) Avoidance Actions

The Purchaser shall retain any Avoidance Actions against the parties listed below.

ADP

Daddy Recruiter, LLP

National Partners

Enterprise (EAN Services, LLC)

Thatch Health, Inc.

Escreen, Inc.

Amazon Worldwide Services

Main Sequence

United Mutual of Omaha

Philadelphia Insurance

Ring Central

Trusted Tech

Daniel Coker Horton & Bell, PA

Smartplay Solutions

Comdata

Oracle America

Corliss Moore

Morris James LLP

Configure Partners, LLC

David Mack

Young Conaway Stargatt & Taylor

A&O Shearman

Ankura

Geoffrey T. Raicht PC

Stretto

Any potential Avoidance Action with respect to any Purchased Asset.

Schedule 2.01(r) Scheduled Assets

None.

Schedule 2.02(a) Scheduled Excluded Assets

None.

Schedule 2.05(a) Assumed Contracts

Name of Counterparty	Counterparty Address	Contract Type
ADP	PO Box 842875, Boston, MA 02284	Payroll Services
Amazon Web Services	440 Terry Ave N., Seattle, WA 98109	Cloud server hosting
Anuvi, Inc.	1655 N. Humboldt St., Apt. 105, Denver, CO. 80218	COBRA vendor
Bennie Insurance, LLC	700 Canal S., Suite 1, Stamford, CT 06902	Employee Insurance Administration Benefit Broker
Daddy Recruiter, LLP	M-03 Lower Ground Floor, Green Park Extension, New Delhi, Delhi, 110016 India	Outsourced recruitment services
Daniel Coker Horton & Bell, PA	214 Key Drive, Suite 200, Madison, MS 39130	Legal Services - Outside litigation and general corporate counsel
Digital Ocean	101 Avenue of the Americas, 2 nd Floor, New York, NY 10013	Technology services
EAN Services, LLC	600 Corporate Park Drive, St. Louis, MO 63105	Car rental services
Escreen, Inc.	PO Box 734764, Dallas, TX 75373	Background checks
Extra Space Storage	20 Hillsborough Road, Hillsborough, NJ 15250	Storage space
Founder Shield from the Baldwin Group	4211 West Boy Scout Blvd., Suite 800, Tampa Bay, FL 33607	Insurance brokerage services
Github	88 Colin P Kelly Jr. St, San Francisco, CA 94107	Code hosting services
Godaddy	100 S. Mill Ave., Tempe, AZ 85281	Website Hosting
Google/Gsuite	1600 Amphitheatre Pkwy, Mountain View, CA 94043	Email and Gsuite account services
Harbor Compliance	1830 Colonial Village La., Lancaster, PA 17601	Registered Agent
HealthcareSourceHR, Inc.	33073 Collection Center Dr., Chicago, IL 60693	Nurse credentialling and license tracking services
JobRobotix, Inc.	4965 US-42, Suite 1000, Louisville, KY 40222	Healthcare VMS aggregation services

Largeton, Inc.	13800 Coppermine Rd., Herndon, VA 20171	Cybersecurity contractors
Litrivis CPA, PLLC	99 Main Street, Suite 202, Nyack, NY 10960	Accounting Services
Main Sequence Technologies, Inc.	4420 Sherwin Rd., PO Box 805, Willoughby, OH 44096	Applicant tracking system and data base host for staffing
Mutual of Omaha	Mailstop 2204, 1620 Dodge St., Omaha, NE 68197	Dental, vision, and life insurance
National Partners	2655 S Le Jeune Road, Suite 800, Coral Gables, FL 33134	Insurance premium finance
NYLAS, Inc.	2100 Geng Road, Palo Alto, CA 94303	Scheduling Technology
NYSIF	PO Box 5520, Binghamton, NY 13902	New York State Disability
Occupational Care Services	27544 Schoolcraft Road, Livonia, MI 48150	Background check and screening services
Oracle America, Inc.	425 Market Street, Suite 2900, San Francisco, CA 94105	Netsuite Software
Paychex	1175 John St., West Henrietta, NY 14586	Background check and screening services
Philadelphia Insurance Co.	PO Box 70251, Philadelphia, PA 19176	General Liability Insurance
Quest Diagnostics	PO Box 740709, Atlanta, GA 30374	Background check and screening services
Right Signature/Sharefile	1175 John Street, West Henrietta, NY 14586	Signature platform
Ring Central, Inc.	PO Box 734232, Dallas, Texas, 75201	Phone Services
Sanity.io	Trondheimsveien, 2K, Oslo, Dub 056	Content Management System
ScoutLogic, Inc.	111 Barclay Blvd., Suite 212, Lincolnshire, IL 60069	Background check and screening services
Thatch Health, Inc.	353 Kearny Street, San Francisco, CA 94108	Medical Insurance Services
Track5Media	533 Janet Avenue, Suite 202, Lancaster, PA 17601	Job board services
Trusted Tech Team	5171 California Ave., Suite 250, Irvine, CA 92617	Microsoft 365
Twilio	500 Howard Street, San Francisco, CA 94105	Mass e-mail marketing
Verisys Corp.	9960 Corporate Campus Drive, Suite 3000, Louisville, KY 40228	Background Screening

Webflow	398 11th Street, San Francisco, CA 94103	Website design and management
Zoom	55 Almaden Blvd., #600, San Jose, CA 95113	Video Conferencing

All employment contracts, or other contracts, with any Employees or contractors of Sellers pursuant to which such Employees or contractors provide services to third-party customers of the Sellers on a "contractor" or similar basis.

All contracts with any customers of Sellers pursuant to which any Employees or contractors engaged by Sellers provide services to third-party customers of the Sellers including any services that could be described as consulting or contractor services.

**SELLERS SCHEDULES TO
ASSET PURCHASE AGREEMENT**

BY AND AMONG

MY JOB MATCHER, INC.,

JOB.COM - HV, INC. (DE),

JOB.COM-FORTUS, INC.,

JOB.COM-ENDEVIS, INC.,

JOB.COM-QCI, INC.,

PRINCETON ONE - JOB.COM, INC.,

JOB.COM - HV, INC. (FL),

AND

PRINCETON SEARCH L.L.C,

AS SELLERS,

AND

JOB.COM ACQUISITION CO., LLC,

AS BUYER

OCTOBER 6, 2025

October 6, 2025

Reference is made to the Asset Purchase Agreement (the “**Agreement**”), dated as of October 6, 2025, by and among My Job Matcher, Inc., a Delaware corporation (“**My Job Matcher**”), Job.com - HV Inc., a Delaware corporation (“**HV Delaware**”), JOB.COM-FORTUS INC., a Delaware corporation (“**Fortus**”), JOB.COM-ENDEVIS INC., a Delaware corporation (“**Endevis**”), JOB.COM-QCI INC., a Delaware corporation (“**QCI**”), Princeton One - Job.com Inc., a Delaware corporation (“**PrincetonOne**”), Job.com - HV Inc., a Florida corporation (“**HV Florida**”) and Princeton Search L.L.C, a New Jersey limited liability company (“**Princeton Search**,” and together with My Job Matcher, HV Delaware, Fortus, Endevis, QCI, PrincetonOne, HV Florida, and Princeton Search, each, a “**Seller**” and collectively, “**Sellers**”), and Job.com Acquisition Co. LLC, a Delaware limited liability company (the “**Buyer**”). Capitalized terms used herein and not otherwise defined herein have the meanings set forth in Agreement.

Notwithstanding anything to the contrary contained in these Schedules or in the Agreement, (a) the information and disclosures contained in any section of these Schedules shall be deemed to be disclosed and incorporated by reference in any other section of these Schedules as though fully set forth in such other section for which the relevance of such information and disclosure is reasonably apparent, (b) the disclosure of any matter in these Schedules shall not be construed as indicating that such matter is necessarily required to be disclosed in order for any representation or warranty to be true and correct, (c) these Schedules are qualified in their entirety by reference to the Agreement and are not intended to constitute, and shall not be construed as constituting, representations, warranties, or covenants by any party except to the extent expressly set forth therein, (d) the inclusion of any item in these Schedules shall be deemed neither an admission that such item is material to the business, financial condition, or results of operations of the Sellers or any of their Subsidiaries nor an admission of any obligation or liability to any Governmental Authority or third party, (e) all references in these Schedules to the enforceability of agreements with third parties, the existence or non-existence of third-party rights, the absence of breaches or defaults by third parties, or similar matters or statements are intended only to allocate rights and risks among the parties to the Agreement and are not intended to be admissions against interests, give rise to any inference or proof of accuracy, be admissible against any party to the Agreement by any Person who is not a party to the Agreement, or give rise to any claim or benefit to any Person who is not a party to the Agreement, (f) matters reflected in these Schedules are not necessarily limited to matters required by the Agreement to be reflected herein and any additional matters are set forth herein for informational purposes and do not necessarily include other matters of a similar nature, and (g) headings inserted in these Schedules are for convenience of reference only and shall not have the effect of amending or changing the express description of the sections as set forth in the Agreement.

In disclosing the information in these Schedules, each of the Sellers and their Subsidiaries expressly does not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein. The information set forth in these Schedules is disclosed solely for the purposes of the Agreement, and no information set forth herein shall be deemed to be an admission by the Sellers or any of their Subsidiaries to any Governmental Authority or third

party of any matter whatsoever, including any violation of laws or breach of any agreement or other instrument or obligation.

The information contained herein is in all events subject to the Confidentiality Agreement and, for the avoidance of doubt, following the Closing in accordance with the Agreement.

Schedule 3.04 Noncontravention

None.

Schedule 3.05(a) Intellectual Property

Patents

Patent No. 17/582,070; Dated 1/24/2022; For Apparatuses And Methods For Parsing And Comparing Video Resume Duplications

Patent No. 17/582,087; Dated 1/24/2022; For Digital Posting Match Recommendation Apparatus And Methods

Patent No. 17/851,249; Dated 6/28/2022; For Apparatuses And Methods For Determining And Processing Dormant User Data In A Job Resume Immutable Sequential Listing

Patent No. 17/667,512; Dated 2/8/2022; For Apparatus And Methods For Credentialing Users Across User Devices

Patent No. 17/694,834; Dated 3/15/2022; For Apparatuses And Methods For Selectively Inserting Text Into A Video Resume

Patent No. 17/667,501; Dated 2/8/2022; For Apparatus And Methods For Selectively Revealing Data

Patent No. 17/667,643; Dated 2/9/2022; For Apparatuses And Methods For The Collection And Storage Of User Identifiers

Patent No. 17/667,495; Dated 2/8/2022; For Apparatuses And Methods For Revealing User Identifiers On An Immutable Sequential Listing

Patent No. 17/690,472; Dated 3/9/2022; For Apparatus And Methods For Screening Users

Patent No. 17/695,160; Dated 3/15/2022; For Apparatus And Method For Generating A Video Record Using Audio

Patent No. 17/695,185; Dated 3/15/2022; For Apparatuses And Methods For Querying And Transcribing Video Resumes

Patent No. 17/690,536; Dated 3/9/2022; For Apparatus And Method For Applicant Scoring

Patent No. 17/690,451; Dated 3/9/2022; For Apparatus And Methods For Creating A Video Record

Patent No. 17/690,424; Dated 3/9/2022; For Apparatuses And Methods For Linking Posting Data

Patent No. 17/667,628; Dated 2/9/2022; For Apparatus And Methods For Mapping User-Associated Data To An Identifier

Patent No. 16/698,182 Pat. No. 11,146,394; Dated 11/27/2019; For Systems And Methods For Biometric Key Generation In Data Access Control, Data Verification, And Path Selection In Block Chain Linked Workforce Data Management

Patent No. 16/271,521 Pat. No. 10,530,577; Dated 2/8/2019; For Systems And Methods For Biometric Key Generation In Data Access Control, Data Verification, And Path Selection In Block Chain Linked Workforce Data Management

Patent No. 17/487,157 Pat. No. 11,574,629; Dated 9/28/2021; For Systems And Methods For Parsing And Correlating Solicitation Video Content

Patent No. 17/667,479 Pat. No. 11,562,032; Dated 2/8/2022; For Apparatus And Methods For Updating A User Profile Based On A User File

Patent No. 17/695,049 Pat. No. 11,475,141; Dated 3/15/2022; For Apparatus And Methods For Verifying Lost User Data

Patent No. 17/690,546 Pat. No. 11,461,652; Dated 3/9/2022; For Apparatus And Methods For Status Management Of Immutable Sequential Listing Records For Postings

Patent No. 17/582,059 Pat. No. 11,507,901; Dated 1/24/2022; For Apparatus And Methods For Matching Video Records With Postings Using Audiovisual Data Processing

Patent No. 17/667,611 Pat. No. 11,526,850; Dated 2/9/2022; For Apparatuses And Methods For Rating The Quality Of A Posting

Patent No. 17/582,104 Pat. No. 11,416,821; Dated 1/24/2022; For Apparatuses And Methods For Determining And Processing Dormant User Data In A Job Resume Immutable Sequential Listing

Pending Patent No. 17/486,461; Dated 9/27/2021; For Systems And Methods For Score Generation For Applicant Tracking

Pending Patent No. 18/103,713; Dated 1/31/2023; For Systems And Methods For Parsing And Correlating Solicitation Video Content

Pending Patent No. 17/991,741; Dated 11/21/2022; For Apparatus And Methods For Matching Video Records With Postings Using Audiovisual Data Processing

Pending Patent No. 18/094,756; Dated 1/9/2023; For Apparatus And Methods For Updating A User Profile Based On A User File

Pending Patent No. 18/110,354; Dated 2/15/2023; For Apparatuses And Methods For Parsing And Comparing Video Resume Duplications

Pending Patent No. 17/582,081; Dated 1/24/2022; For Apparatus And Method For Securely Classifying Applications To Posts Using Immutable Sequential Listings

Pending Patent No. 18/112,965; Dated 2/22/2023; For Digital Posting Match Recommendation Apparatus And Methods

Pending Patent No. 17/667,698; Dated 2/9/2022; For Systems And Methods For Predictive Scoring

Pending Patent No. 17/694,803; Dated 3/15/2022; For An Apparatus And Method For Attribute Data Table Matching

Pending Patent For Ledger Data Generation And Trusted Recall For Professional Profiles

Pending Patent No. 17/967,570; Dated 10/17/2022; For Apparatus And Methods For Verifying Lost User Data

Pending Patent No. 17/667,711; Dated 2/9/2022; For Apparatus And Methods For Validating User Data

Pending Patent No. 17/582,113; Dated 1/24/2022; For Apparatus, System, And Method For Classifying And Neutralizing Bias In An Application

Pending Patent No. 17/582,133; Dated 1/24/2022; For Apparatus, System, And Method For Generating A Video Avatar

Pending Patent For An Apparatus For Classifying Candidates To Postings And A Method For Its Use

Pending Patent No. 17/667,617; Dated 2/9/2022; For An Apparatus For Classifying Candidates To Postings And A Method For Its Use

Pending Patent No. 17/667,458; Dated 2/8/2022; For Apparatus And Methods For Candidate Tracking

Pending Patent No. 17/667,603; Dated 2/9/2022; For Apparatus And Methods For Selection Based On A Predicted Budget

Pending Patent No. 17/992,622; Dated 11/22/2022; For Apparatuses And Methods For Rating The Quality Of A Posting

Pending Patent No. Pct/Us23/12627; Dated 2/8/2023; For Apparatus And Method For Automated Video Record Generation

Pending Patent No. 17/667,470; Dated 2/8/2022; For Apparatus And Method For Automated Video Record Generation

Pending Patent No. 18/114,028; Dated 2/24/2023; For Apparatus And Methods For Credentialing Users Across User Devices

Pending Patent No. 18/084,742; Dated 12/20/2022; For Apparatuses And Methods For Selectively Inserting Text Into A Video Resume

Pending Patent For Apparatuses And Methods For Classifying A User To A Posting

Pending Patent No. 17/667,651; Dated 2/9/2022; For Apparatuses And Methods For Classifying A User To A Posting

Pending Patent No. 18/084,771; Dated 12/20/2022; For Apparatuses And Methods For Linking Posting Data

Pending Patent No. 17/667,509; Dated 2/8/2022; For Apparatus And Methods For Expanding Contacts For A Social Networking Platform

Pending Patent No. Pct/Us23/12626; Dated 2/8/2023; For Apparatus And Methods For Selectively Revealing Data

Pending Patent For Apparatus And Methods For Mapping User-Associated Data To An Identifier

Pending Patent No. 18/114,357; Dated 2/27/2023; For Apparatus And Methods For Mapping User-Associated Data To An Identifier

Pending Patent No. 17/667,441; Dated 2/8/2022; For Apparatuses And Methods For Linking Action Data To An Immutable Sequential Listing Identifier Of A User

Pending Patent No. 18/100,432; Dated 1/23/2023; For Apparatuses And Methods For The Collection And Storage Of User Identifiers

Pending Patent No. 18/105,566; Dated 2/3/2023; For Apparatuses And Methods For Revealing User Identifiers On An Immutable Sequential Listing

Pending Patent No. 17/694,876; Dated 3/15/2022; For An Apparatus And Method Of Opportunity Classification

Pending Patent No. 17/667,665; Dated 2/9/2022; For Apparatuses And Methods For Classifying Temporal Sections

Pending Patent No. 18/100,413; Dated 1/23/2023; For Apparatus And Methods For Screening Users

Pending Patent No. 17/695,088; Dated 3/15/2022; For An Apparatus And Method Of Performance Matching

Pending Patent No. 17/695,128; Dated 3/15/2022; For Apparatus And Methods For Integrated Application Tracking

Pending Patent No. 18/084,816; Dated 12/20/2022; For Apparatus And Method For Generating A Video Record Using Audio

Pending Patent No. 17/690,498; Dated 3/9/2022; For Apparatus And Methods For Success Probability Determination

Pending Patent No. 18/084,860; Dated 12/20/2022; For Apparatuses And Methods For Querying And Transcribing Video Resumes

Pending Patent No. 17/695,234; Dated 3/15/2022; For Apparatuses And Methods For Assorter Quantification

Pending Patent No. 18/084,984; Dated 12/20/2022; For Apparatus And Methods For Creating A Video Record

Pending Patent No. 17/894,465; Dated 8/24/2022; For Apparatus And Methods For Status Management Of Immutable Sequential Listing Records For Postings

Pending Patent For Apparatuses And Methods For Targeted Advertising Based On Identified Missing Job Qualifications

Unfiled Patent For Apparatuses And Methods For Determining And Processing Dormant User Data In A Job Resume Immutable Sequential Listing

Unfiled Patent For Apparatus And Methods For Selectively Revealing Data

Unfiled Patent For Apparatus And Method For Applicant Scoring

Unfiled Patent For Applicant Tracking Apparatus And Corresponding Methods

Unfiled Patent For Apparatuses And Methods For Calculating Cost Per Application (Cpa)

Unfiled Patent For Apparatus And Methods For Single Sign-On (Sso)

Unfiled Patent For Apparatus And Methods For Employee Reviewal

Unfiled Patent For Apparatuses And Methods For Applicant Co-Registration

Unfiled Patent For Apparatuses And Methods For Using A Chatbot Within An Applicant Tracking System (Ats)

Unfiled Patent For Apparatuses And Methods Of Generating An Iframe Within An Applicant Tracking System (Ats)

Unfiled Patent For Apparatus And Methods For Generating A Microsite

Unfiled Patent For Apparatus And Methods For Anonymizing A Resume

Unfiled Patent For Apparatus And Methods For Storing Anonymized Information On A Blockchain

Unfiled Patent For Apparatus And Methods For Using Artificial Intelligence To Attract Jobseekers

Unfiled Patent For Apparatuses And Methods For Analyzing Jobseeker Behavior

Unfiled Patent For Apparatuses And Methods For An Autonomous Telecommunication

Unfiled Patent For Apparatus And Methods For Connecting Aor, Ats, Crm, And Vms

Unfiled Patent For Apparatuses And Methods For Integration With An Applicant Tracking System (Ats) To Extract Jobs

Trademarks

Pending Trademark No. 90906694; Dated 8/27/2021; For Job.Com (Word)

Pending Trademark No. 97106526; Dated 11/3/2021; For Job.Com (Image)

Pending Trademark No. 97106550; Dated 11/3/2021; For J (Image)

Trademark No. 97106564; Dated 11/3/2021; For Always On Recruiting (Word)

Trademark No. 97110493; Dated 11/5/2021; For Momentum (Word)

Trademark No. 97110539; Dated 11/5/2021; For Zara (Word)

Pending Trademark No. 97110567; Dated 11/5/2021; For Job Token (Word)

Pending Trademark No. 97110623; Dated 11/5/2021; For Job Tk (Word)

Pending Trademark No. 97110640; Dated 11/5/2021; For Tk (Word)

Pending Trademark - ENDEVIS

Pending Trademark - FORTUS

Internet domain names and websites

active-hire.com

active-hire.net

active-hire.us

activehire.co

activehire.com

activehire.org

activehire.us

ajob-directory.com

ajob-directory.email

ajob-directory.xyz

ajobdirectory.com

ajobdirectory.email

ajobdirectory.xyz

ambulatorysurgeryassociates.com

ambulatorysurgeryjobs.com

applitracker.co.uk

applitracker.com

backtoworkalabama.com

backtoworkalaska.com

backtoworkarizona.com

backtoworkarkansas.com

backtoworkcalifornia.com

backtoworkcolorado.com

backtoworkconnecticut.com

backtoworkdelaware.com

backtowork orida.com

backtoworkgeorgia.com

backtoworkhawaii.com

backtoworkidaho.com

backtoworkil.com

backtoworkillinois.com

backtoworkindiana.com

backtoworkiowa.com

backtoworkkansas.com

backtoworkkentucky.com

backtoworklouisiana.com

backtoworkmaine.com

backtoworkmaryland.com

backtoworkmassachusetts.com

backtoworkmichigan.com

backtoworkminnesota.com

backtoworkmississippi.com

backtoworkmissouri.com

backtoworkmontana.com

backtoworknebraska.com

backtoworknevada.com

backtoworknewhampshire.com

backtoworknewjersey.com

backtoworknewmexico.com

backtoworknewyork.com

backtoworknorthcarolina.com

backtoworknorthdakota.com

backtoworkoh.com

backtoworkohio.com

backtoworkoklahoma.com

backtoworkoregon.com

backtoworkpennsylvania.com

backtoworkrhodeisland.com

backtoworksouthcarolina.com

backtoworksouthdakota.com

backtoworktennessee.com

backtoworktexas.com

backtoworkutah.com

backtoworkvermont.com

backtoworkvirginia.com

backtoworkwashington.com

backtoworkwestvirginia.com

backtoworkwisconsin.com

backtoworkwyoming.com

becomeanalliedtraveler.com

becomeatravelnurse.com

caitlynstewart.co.uk

caitlynstewart.com

canadianjobs.com

canadianjobs.net

candidateshortlister.com

crossrdscars.org

dailyjobagent.com

dailyjobagent.net

dailyjobnder.com

dailyjobnder.net

defensetalent.com

dialysisjobs.com

dialysisjobs.info

dialysismonster.com

dialysisrecruiting.com

dialysisscreening.com

emailmejobs.com

emailmejobs.net

emailmyresume.com

endevis.biz

endevis.com

endevis.net

endevis.org

endevisrpo.com

fhresources.com

fortusasc.com

fortusgroup.com

fortusgrouptravel.com

fortusgrouptravel.info

fortusnurses.com

fortusoncology.com

fortusresourcegroup.com

fortusresources.com

fortusvms.com

freshoccupation.com

healthcarerecruitingspecialists.com

hireforless.com

hireforless.net

hirevergence.com

job-com.email

job-com.net

job-directory.email

job-dot-com.com

job-dot-com.email

job-dot-com.net

job-s.com

job.com

job.net

jobcom.email

jobcomemail.com

jobcomemail.net

jobcomemails.com

jobcomemails.net

jobcomjobalert.com

jobcomjobalert.net

jobcomjobalerts.com

jobcomjobalerts.net

jobdirectory.com

jobdotcom.email

jobdotcom.net

jobs-in-texas.com

jobseekernews.com

jobtoken.exchange

learningengine.io

managementdialysis.com

mjm-tech.co.uk

mjmjobalerts.com

mjmjobmatches.com

myjobdirectory.email

myjobdirectory.xyz

myjobmail.com

myjobmatcher.info

myjobmatcher.mobi

myjobmatcher.net

myjobmatcher.org

myjobmatcher.us

nephrologyresourcegroup.com

opiniogroupmail.com

plcares.com

plpeople.com

pltalent.com

plteams.com

pltoday.com

pandosix.co.uk

princeton1jobs.com

princetonone.biz

princetonone.info

princetonone.me

princetonone.mobi

princetonone.net

princetonone.org

princetonone.us

princetononerpo.com

princetononeresearch.com

princetonrpo.com

princetonsearch.com

princetonsearch.net

project-skyline.com

qcihealthcare.com

qcista ng.com

recruitforless.net

relocatingrn.com

renalcaresta ng.com

resumedeliver.com

resumereach.com

resumezapper.com

resumezapper.net

retailsearchgroup.com

retailsearchgroup.net

sharedairies.co

sharedairies.co.uk

sharedairies.com

sharedairies.info

sharedairies.net

sharedairies.org

sharediaries.co

sharediaries.co.uk

sharediaries.mobi

surgeryassociatesusa.com

talenting.io

thejob-directory.email

thejobdirectory.email

thejobdirectory.xyz

tiny le.me

transplantationrecruiting.com

travelrrt.com

usjobboard.com

vawebprop.com

zillionresumes-review.com

zillionresumes-reviews.com

zillionresumes.biz

zillionresumes.com

zillionresumes.net

zillionresumes.reviews

zillionresumesreview.com

zillionresumesreviews.co

Copyrights

Unregistered: job.com software platform

Schedule 3.05(b) Intellectual Property Infringements

None.

Schedule 3.05(c) Purchased Assets

None.

Schedule 3.07 Litigation

None.

Schedule 3.10 Tax Matters

1. Prior to the date hereof, the Sellers failed to take certain actions, including making certain payments and/or filings, with respect to certain Taxes.
2. Sellers have received notices from certain Governmental Authorities with respect to Taxes, including alleged failures to take certain actions, including making certain payments and/or filings, with respect to certain Taxes.

Schedule 3.13(a) Benefit Plans

Benefit Plan	Provider of Benefit Plan	Address of Provider
401(K)	ADP	PO Box 842875, Boston, MA 02284
COBRA	Anuvi, Inc.	1655 N. Humboldt St., Apt. 105, Denver, CO. 80218
Employee Insurance Administration Benefit Broker	Bennie Insurance, LLC	700 Canal S., Suite 1, Stamford, CT 06902
Insurance brokerage services	Founder Shield from the Baldwin Group	4211 West Boy Scout Blvd., Suite 800, Tampa Bay, FL 33607
Dental, vision, life Insurance	Mutual of Omaha	Mailstop 2204, 1620 Dodge St., Omaha, NE 68197
Insurance premium finance	National Partners	2655 S Le Jeune Road, Suite 800, Coral Gables, FL 33134
Workers comp reporting services	SmartPay Solutions	200 Executive Blvd., 4J, Southington, CT 06489
Medical Insurance Services	Thatch Health, Inc.	353 Kearny Street, San Francisco, CA 94108
Workers Compensation	Ohio Bureau of Workers Compensation	30 West Spring Street, Columbus, OH 43215
New York State Disability	NYSIF	PO Box 5520, Binghamton, NY 13902

Schedule 3.13(h) Employee Payments

1. Key Employee Retention Plan with Bill Dean.
2. Key Employee Retention Plan with Tyler Brass.

Schedule 3.14 Environmental Condition

None.

Schedule 3.15(a) Employee and Labor Matters

1. Those certain complaints against Sellers or their Subsidiaries before the Federal Department of Labor with respect to certain failures to pay wages and Taxes.

Schedule 3.15(b) Employee Settlement Agreements

None.

Schedule 5.05 Conduct of the Business

None.