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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:

EYE CARE LEADERS PORTFOLIO
HOLDINGS, LLC, *et al.*,¹

Debtors.

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Chapter 11

Case No. 24-80001(MVL)

(Jointly Administered)

**NOTICE OF COLORADO BANKERS
LIFE INSURANCE COMPANY ASSET PURCHASE AGREEMENT**

PLEASE TAKE NOTICE that on February 23, 2024, the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Bankruptcy Court”) entered its *Order (A) Approving Bidding Procedures and Certain Bid Protections, (B) Scheduling A Bid Deadline, Auction Date, and Sale Hearing and Approving Form and Manner of Notice Thereof; and*

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtors’ federal tax identification number are as follows: ECL PH Services Group LLC (6746); Eye Care Leaders Portfolio Holdings, LLC (0576); Alta Billing Holdings, LLC (4944); Alta Billing, LLC (4823); Canta Health, LLC (7791); DJRTC, LLC (N/A); ECL Group, LLC (9195); ECL Holdings, LLC (8888); Eye Care Leaders Holdings, LLC (1701); iMedicWare, Inc. (6251); IMW EMR, LLC (6421); IMW Holdings, LLC (3980); Insight Software, LLC (8321); Integrity EMR Holdings, LLC (3877); Integrity EMR, LLC (3716); IO Practiceware, Inc. (4507); IOPW Holdings, LLC (0461); IOPW, LLC (N/A); Keymed Holdings, LLC (0301); Keymed, LLC (9379); MD Office, LLC (9075); MDO Group Holdings, LLC (0435); MDX, LLC (5074); Medflow Holdings, LLC (7716); Medflow, Inc. (N/A); MNI Holdings, LLC (7633); MRX Holdings, LLC (N/A); My Vision Express, Inc. (N/A); Penn Medical Informatics Systems, LLC (4584); PI Software Holdings, LLC (N/A); PI Software, LLC (N/A); PMX, LLC (N/A); Revenue Health Solutions, LLC (7025); RHS Holdings, LLC (N/A); The Hoehne Group – Software Division, Inc. (7788). The Debtors’ principal offices are located at 555 S. Mangum Street, Suite 100, Durham, NC 27701.

(C) *Approving Cure Procedures and the Form and Manner of Notice Thereof* [Docket No. 146] (the “Bidding Procedures Order”).²

PLEASE TAKE FURTHER NOTICE that on April 1, 2024, the Court entered its *Order Granting Debtors’ Emergency Motion to Extend Sale Deadlines* [Docket No. 287] (the “First Extension Order”).

PLEASE TAKE FURTHER NOTICE that on April 25, 2024, the Court entered its *Order Granting Debtors’ Second Emergency Motion to Extend Sale Deadlines* [Docket No. 362] (together with the First Extension Order, the “Extension Orders”).

PLEASE TAKE FURTHER NOTICE that, in accordance with the Bidding Procedures Order and the Extension Orders, an Auction was held on May 2, 2024.

PLEASE TAKE FURTHER NOTICE that on May 3, 2024, pursuant to the terms of the Bidding Procedures Order and Extension Orders, the Debtors filed their *Notice of Auction Results and Designation of Successful Bidder* [Docket No. 374], which named Colorado Bankers Life Insurance Company as the Successful Bidder for the Debtors’ assets.

PLEASE TAKE FURTHER NOTICE that the asset purchase agreement by and among the Debtors and Colorado Bankers Life Insurance Company (the “APA”) is attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that a redline of the APA marked against the stalking horse asset purchase agreement filed at Docket No. 359 is attached hereto as **Exhibit B**.

PLEASE TAKE FURTHER NOTICE that the Debtors will seek approval of the sale of their assets to the Successful Bidder at a hybrid hearing (the “Sale Hearing”) on **May 13, 2024, at 1:30 p.m. prevailing Central Time** in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, Earle Cabell Federal Building, 1100 Commerce Street, 14th Floor, Courtroom 2, Dallas, Texas 75242. Parties who wish to participate in the Sale Hearing may do so in person or virtually via WebEx by clicking on the following link: <https://us-courts.webex.com/meet/larson>. Parties are encouraged to review the Court’s WebEx Hearing Instructions prior to attending any such hearing.

PLEASE TAKE FURTHER NOTICE that any Objection to the Proposed Sale to the Successful Bidder must be filed with the Bankruptcy Court and served on the following parties so as to be ***actually received*** no later than **May 10, 2024 at 12:00 p.m. prevailing Central Time**: (a) counsel to the Debtors, Gray Reed, 1601 Elm Street, Suite 4600, Dallas, TX 75201 (Attn: Jason S. Brookner (jbrookner@grayreed.com), Amber M. Carson (acarson@grayreed.com), and Emily F. Shanks (eshanks@grayreed.com)); (b) Colorado Bankers Life Insurance Company, Squire Patton Boggs, 1211 Avenue of the Americas, 26th Floor, New York, NY 10036 (Attn: Norman N. Kinell (norman.kinell@squirepb.com)) and Williams Mullen, 301 Fayetteville Street, Suite 1700, P.O. Box 1000 (27602), Raleigh, NC 27601 (Attn: Wes J. Camden (wcamden@williamsmullen.com)); (c) counsel to the Committee, Kilpatrick Townsend &

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Order.

Stockton LLP, 1114 Avenue of the Americas, New York, NY 10036 (Attn: Todd C. Meyers (tmeyers@ktslaw.com), and David M. Posner (dposner@ktslaw.com)); and (d) the Office of the U.S. Trustee, Earle Cabell Federal Building, 1100 Commerce Street, Room 976, Dallas, TX 75242 (Attn: Meredyth Kippes (meredyth.kippes@usdoj.gov)) (collectively, the “Notice Parties”).

PLEASE TAKE FURTHER NOTICE that pursuant to the Bidding Procedures Order, the failure to timely file and serve an objection by the Objection Deadline shall be a bar to the assertion prior to, at the Sale Hearing, or thereafter, of any such objection to the Proposed Sale or the Debtors’ consummation of the Proposed Sale.

PLEASE TAKE FURTHER NOTICE that copies of pleadings related to the Proposed Sale, including the Bidding Procedures Order (and attached Bidding Procedures) approved by the Bankruptcy Court, are available for free at <https://cases.stretto.com/eyecareleaders/>, or on the Bankruptcy Court’s website (for a fee) at www.txnb.uscourts.gov.

Respectfully submitted this 9th day of May, 2024.

GRAY REED

By: /s/ Jason S. Brookner

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and Debtors in Possession*

Certificate of Service

I certify that on May 9, 2024, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas.

/s/ Jason S. Brookner

Jason S. Brookner

Exhibit A
APA

ASSET PURCHASE AGREEMENT

by and among

the Seller parties hereto

and

Colorado Bankers Life Insurance Company

May 9, 2024

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (as amended or modified, this “Agreement”) is entered into as of May 9, 2024, by and among Eye Care Leaders Portfolio Holdings, LLC, ECL PH Services Group, LLC, ECL Group, LLC, Eye Care Leaders Holdings, LLC, Alta Billing Holdings, LLC, Alta Billing, LLC, Cantu Health, LLC, DJRTC, LLC, ECL Holdings, LLC, iMedicWare, Inc., IMW EMR, LLC, IMW Holdings, LLC, Insight Software, LLC, Integrity EMR Holdings, LLC, Integrity EMR, LLC, IO Practiceware, Inc., IOPW Holdings, LLC, IOPW, LLC, Keymed Holdings, LLC, Keymed, LLC, MD Office, LLC, MDO Group Holdings, LLC, MDX, LLC, Medflow Holdings, LLC, Medflow, Inc., MNI Holdings, LLC, MRX Holdings, LLC, My Vision Express, Inc., Penn Medical Informatics Systems, LLC, PI Software Holdings, LLC, PI Software, LLC, PMX, LLC, Revenue Health Solutions, LLC, RHS Holdings, LLC, and The Hoehne Group – Software Division, Inc. (collectively, the “Sellers,” and each individually, a “Seller”), and Colorado Bankers Life Insurance Company, a North Carolina insurance corporation (together with its permitted successors, designees and assigns, “Buyer”). Sellers and Buyer are referred to collectively herein as the “Parties.” Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in Article I.

RECITALS

1. The Sellers are engaged in the business of developing, maintaining, upgrading, marketing, selling and providing pioneering software specifically geared towards ophthalmology and optometry practices along with related services (collectively, the “Business”).
2. On January 16, 2024 (the “Petition Date”), each Seller filed a voluntary petition for relief under chapter 11 of title 11 of the U.S. Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Bankruptcy Court”). The Sellers are operating as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”). No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases, and a Committee has been appointed.
3. Subject to approval of the Bankruptcy Court and on the terms and subject to the conditions set forth herein and pursuant to an anticipated Sale Order, Sellers wish to sell, transfer and assign to Buyer and/or one or more designees of Buyer, which it is contemplated that Buyer will form to purchase, acquire and assume from Sellers, pursuant to Sections 105, 363, 365, and other applicable provisions of the Bankruptcy Code, the Purchased Assets and the Assumed Liabilities as of Closing;
4. Sellers intend to seek the entry of an order by the Bankruptcy Court approving this Agreement and authorizing Sellers to consummate the Contemplated Transactions upon the terms and subject to the conditions set forth herein and in the Sale Order.
5. The Contemplated Transactions are subject to the approval of the Bankruptcy Court and will be consummated only pursuant to the Sale Order to be entered by the Bankruptcy Court.

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

AGREEMENT

ARTICLE I. DEFINITIONS

“401(k) Plan” means the Sellers’ 401(k) Plan as further described on Schedule 3.10 of the Disclosure Schedule.

“Accounts Receivable” means (a) all accounts, accounts receivable, Credit Card Receivables, contractual rights to payment, notes, notes receivable, negotiable instruments, chattel paper, and vendor rebates of Sellers, including (x) any such Accounts Receivable generated by Sellers prior to the Closing Date and (y) any amounts received by or payable to Sellers with respect thereto, and (b) any security interest, claim, remedy or other right related to any of the foregoing.

“Affiliate” when used with reference to another Person means any Person, directly or indirectly, through one or more intermediaries, Controlling, Controlled by, or under common Control with, such other Person. Notwithstanding the foregoing, neither Buyer nor any Buyer Affiliates shall be considered Affiliates of Sellers for the purposes of this Agreement.

“Agreement” has the meaning set forth in the preamble.

“Assignment and Assumption Agreement” has the meaning set forth in Section 2.8(a)(ii).

“Assumed Contracts” means those Leases and other Contracts that have been assigned to and assumed by Buyer pursuant to Section 2.6 and Section 365 of the Bankruptcy Code. For the avoidance of doubt, “Assumed Contracts” shall not include any Contract or Lease that is excluded and rejected pursuant to Section 2.6. To the extent applicable pursuant to Section 7.1(d), any Workforce PEO Services Agreement entered into after the date hereof in accordance with Section 7.1(d) shall be considered an “Assumed Contract.”

“Assumed Liabilities” means those liabilities and obligations arising out of the Assumed Contracts, as identified in accordance with Section 2.6, but solely to the extent such liabilities and obligations (i) constitute Cure Costs or (ii) are required to be performed after the Closing Date, were incurred in the Ordinary Course of Business, and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by any Seller on or prior to Closing.

“Assumed Permits” means all Permits relating to the Business that are transferable in accordance with their terms or applicable Law, but excluding all Permits to the extent related to any Excluded Asset (including any Lease or Contract that is not an Assumed Contract).

“Avoidance Actions” means all rights, lawsuits, claims, rights of recovery, objections, causes of action, avoidance actions, and other similar rights of any Seller arising under Chapter 5

of the Bankruptcy Code (whether or not asserted as of the Closing) or comparable state law and all proceeds thereof.

“Bankruptcy Code” has the meaning set forth in the recitals.

“Bankruptcy Court” has the meaning set forth in the recitals.

“Bidding Procedures Order” means an order of the Bankruptcy Court entered in the Chapter 11 Cases approving the procedures for the sale of Sellers’ assets as set forth in the Sale Motion.

“Bill of Sale” has the meaning set forth in Section 2.8(a)(i).

“Business” has the meaning set forth in the recitals.

“Business Day” means any day other than a Saturday, a Sunday, or a day on which banks located in Dallas, Texas shall be authorized or required by Law to close.

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

“Buyer Affiliates” means solely (i) Bankers Life Insurance Company, a North Carolina insurance corporation, (ii) Southland National Insurance Corporation, a North Carolina insurance corporation, (iii) Southland National Reinsurance Corporation, and (vi) any of their Subsidiaries.

“Cash” means, as of any relevant date of determination, cash and cash equivalents as determined in accordance with GAAP.

“Cash Consideration” means an amount equal to Fourteen Million Dollars (\$14,000,000) less the Credit Bid Amount less the amount of the Good Faith Deposit (including all interest accrued thereon) as of the Closing Date, as adjusted pursuant to Section 2.5(e), and subject to the limitations set forth in Section 5.13.

“Casualty” has the meaning set forth in Section 5.11(b).

“Casualty Proceeds” has the meaning set forth in Section 5.11(b).

“Chapter 11 Cases” has the meaning set forth in the Recitals.

“Claim” means a “claim” as defined in Section 101(5) of the Bankruptcy Code, whether arising before or after the Petition Date.

“Closing” has the meaning set forth in Section 2.7.

“Closing Date” has the meaning set forth in Section 2.7.

“COBRA” means Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the IRC, and any similar state Law.

“Committee” means the Official Unsecured Creditors’ Committee appointed in the Chapter 11 Cases.

“Condemnation” has the meaning set forth in Section 5.11(a).

“Condemnation Proceeds” has the meaning set forth in Section 5.11(a).

“Confidentiality Agreement” means those certain terms and conditions relating to the protection of confidential information of Sellers made available to Buyer in connection with the Chapter 11 Cases agreed upon by Buyer and/or the Buyer Affiliates, on the one hand, and one or more Sellers, on the other hand, prior to the date hereof.

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

“Contemplated Transactions” means the sale and assignment by Sellers to Buyer, and the purchase and assumption by Buyer from Sellers, of the Purchased Assets and Assumed Liabilities, pursuant to this Agreement and subject to its terms and conditions.

“Contract” means any written or oral agreement, contract, lease, sublease, indenture, mortgage, instrument, guaranty, loan or credit agreement, note, bond, customer order, purchase order, sales order, sales agent agreement, supply agreement, development agreement, joint venture agreement, promotion agreement, license agreement, software subscription agreement, data access or data use agreement, software reseller agreement, software distribution agreement, contribution agreement, partnership agreement, business associate agreement, or other arrangement, understanding, permission or commitment that, in each case, is legally binding, including all renewals, addenda, amendments, extensions and other modifications to any of the foregoing.

“Contract and Cure Schedule” has the meaning set forth in Section 2.6(a).

“Contract Designation Deadline” has the meaning set forth in Section 2.6(b).

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

“Credit Bid Amount” means the amount of all outstanding Obligations (as defined in the DIP Loan Documents) owed to the DIP Lender as of the Closing Date.

“Credit Card Receivables” means all accounts receivable and other amounts owed to Sellers (whether current or non-current) in connection with any customer purchases from Sellers that are made with credit or debit cards or any other related amounts owing (including deposits or holdbacks to secure chargebacks, offsets or otherwise) from merchant card processors to Sellers, including all Credit Card Receivables generated with respect to sales occurring prior to the Closing Date, including any amounts received by or payable to Sellers with respect to such sales occurring prior to the Closing Date.

“Cure Costs” means, for only the Assumed Contracts, all amounts that are determined by a final and non-appellable order of the Bankruptcy Court that must be paid, pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code, in connection with the assumption and/or assignment of the Assumed Contracts to Buyer as provided herein.

“Current Employees” means all employees of Sellers employed as of the day before the Closing Date, whether active or not (including those on short-term disability, leave of absence, paid or unpaid, or long-term disability).

“Current FTEs” means, other than any Current Employees or members of the Workforce Personnel, any individuals who provide work and services to Sellers or in furtherance of the Business on a full-time basis, whether (i) as independent contractors, consultants or the like directly engaged by Sellers or (ii) as employees, independent contractors or consultants of a third party that has been directly engaged by Sellers.

“Debtors” means the Sellers, as debtors and debtors in possession in the Chapter 11 Cases.

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

“DIP Lender” means Colorado Bankers Life Insurance Company.

“DIP Loan Documents” shall have the same meaning given such term in the *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 71] (the “Interim DIP Order”) and (ii) the final order entered relating to the same (the “Final Order”).

“Disclosure Schedule” means those certain disclosure schedules accompanying this Agreement.

“Employee Benefit Plan” means any “employee benefit plan” (as such term is defined in Section 3(3) of ERISA) and any other benefit or compensation plan, program, agreement or arrangement of any kind, in each case, maintained or contributed to by Sellers or in which any Seller participates or participated and that provides or provided benefits to any Current Employee or Former Employee, including without limitation any pension, benefit, retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, bonus, performance award, phantom equity, retention, severance, vacation, paid time off, medical, vision, dental, disability, welfare, cafeteria, fringe-benefit or other similar agreement, plan, policy, program or arrangement.

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

“Excluded Assets” has the meaning set forth in Section 2.2.

“Excluded Actions” means any and all Claims and causes of action of Sellers that are not Purchased Actions.

“Excluded Contract” means any Contract that is not an Assumed Contract, whether such Contract is (i) not listed in the Contract and Cure Schedule as an Assumed Contract or (ii) is at any point otherwise excluded from being an Assumed Contract. For the avoidance of doubt, any Contract of any Seller with or relating to (i) any Workforce Employer or (ii) any Lindberg Affiliate shall be deemed an Excluded Contract.

“Excluded Employee” has the meaning set forth in Section 6.4(b).

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Excluded Privileged Communications” means any and all Privileged Communications to the extent related to an Excluded Asset, including the Excluded Actions.

“Former Employees” means all individuals who have been employed by Sellers who are not Current Employees.

“Go-Forward Vendor” means any trade vendor doing business with the Buyer on a go-forward basis designated in writing by the Buyer to the Debtors (or any liquidating trustee or estate representative, as may be applicable on such date) within one hundred twenty (120) days after the Closing Date. All counterparties to an Assumed Contract are presumed to be “Go-Forward Vendors” unless otherwise stated herein.

“Good Faith Deposit” means an amount equal to \$1,250,000, which Sellers and Buyer acknowledge was delivered to and accepted by the Debtors prior to the execution of this Agreement, plus any additional amounts pursuant to Section 5.3(g), plus all interest accrued thereon.

“Governmental Entity” means any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any United States or foreign federal, state or local government, including any governmental authority (including any bilateral or multilateral governmental authority), agency, branch, department, board, commission or instrumentality of such government or any political subdivision thereof, and any tribunal, court or arbitrator(s) of competent jurisdiction, and shall include the Bankruptcy Court.

“Health Plans” means all health plans including, but not limited to, health, dental, life, disability, and long-term care insurance.

“Insider” shall have the meaning ascribed to it in 11 U.S.C. § 101(31).

“Insurance Policy” means each primary, excess and umbrella insurance policy, bond and other form of insurance owned or held by or on behalf of Sellers and their operations, properties and assets, or providing insurance coverage to the Business, including, without limitation, all stop-loss insurance policies with respect to Sellers’ self-insured medical and/or dental insurance programs.

“Intellectual Property” means any and all rights, title and interest in or relating to intellectual property of any type, which may exist or be created under the Laws of any jurisdiction throughout the world, including: (a) patents and patent applications, together with all reissues, continuations, continuations-in-part, divisionals, extensions and reexaminations in connection therewith; (b) trademarks, service marks, trade dress, logos, slogans, trade names, service names, brand names, Internet domain names and all other source or business identifiers and general intangibles of a like nature, along with all applications, registrations and renewals in connection therewith, and all goodwill associated with any of the foregoing; (c) rights associated with works of authorship, including exclusive exploitation rights, mask work rights, copyrights, database and design rights, whether or not registered or published, all registrations and recordings thereof and applications in connection therewith, along with all extensions and renewals thereof; (d) trade secrets and Recipes; (e) Software; and (f) all other intellectual property rights related to the Business, and any of the operations of Sellers, including all social media accounts related to the Business and any of the operations of Sellers.

“Intellectual Property Assignments” has the meaning set forth in Section 2.8(a)(iv).

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

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

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

“Leases” means all leases, subleases, unexpired leases, unexpired subleases, licenses, concessions and other Contracts, including all amendments, extensions, renewals, guaranties and other agreements with respect thereto, in each case pursuant to which Sellers holds any Leased Real Property.

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

“Lindberg” means Greg E. Lindberg, an individual resident of the State of Florida.

“Lindberg Affiliate” means, collectively, (i) any Affiliate of Lindberg, (ii) any trust, the settlor, grantor, trustee or beneficiary of which is an Affiliate of Lindberg, a family member or business associates of Lindberg, or a director, officer or employee of any Affiliate of Lindberg, and (iii) any Affiliates or Subsidiaries of any of the foregoing Persons. Notwithstanding the

foregoing, for the purposes of this Agreement, the term “Lindberg Affiliate” shall not include any Sellers, Buyer or any Buyer Affiliates.

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

“Material Adverse Effect” means any change, event, effect, development, condition, circumstance or occurrence (when taken together with all other changes, events, effects, developments, conditions, circumstances or occurrences), that is materially adverse to the financial condition of Sellers or results of operations of the Purchased Assets (excluding the Excluded Assets and the Excluded Liabilities), in each case taken as a whole, but excluding (a) any change or effect to the extent that it results from or arises out of (i) the pendency of the Chapter 11 Cases; (ii) the execution and delivery of this Agreement or the announcement thereof or consummation of the transactions contemplated hereby; (iii) changes in (or proposals to change) law, tax laws, rules or regulations, generally accepted accounting principles, or other accounting regulations or principles, or (iv) any action or inaction contemplated by this Agreement and taken or omitted at the request of Buyer or with Buyer’s prior written consent; (b) so long as the Business is not disproportionately affected thereby, any change or effect generally applicable to (i) the industries and markets in which Sellers operate or (ii) economic or political conditions or the securities or financial markets in any country or region; (c) any outbreak or escalation of hostilities or war or any act of terrorism by a military or paramilitary organization; (d) any occurrence, threat, or effects of a disease outbreak, epidemic, pandemic, or similar widespread public health concern, which results in recommendations or mandates from Governmental Entities to reduce travel, avoid large gatherings, self-quarantine, or extended shutdown of certain businesses; (e) any objections in the Bankruptcy Court to (i) this Agreement, related documents and the transactions contemplated hereby and thereby, (ii) the reorganization of Sellers and any related plan of reorganization or disclosure statement, or (iii) the Sale Motion; (f) the assumption or rejection of any Assumed Contract or Assigned Lease; (g) any failure by the Business to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded); (h) any Order of the Bankruptcy Court or any actions or omissions of Sellers in compliance therewith; (i) any action taken by Sellers at the request of, or with the prior written consent of, Buyer; and (j) any of the matters disclosed on any exhibit, annex or schedule to this Agreement.

“Material Contracts” has the meaning set forth in Section 3.6.

“Offeree” has the meaning set forth in Section 6.4(a).

“Ordinary Course of Business” means the ordinary course of business of Sellers consistent with past custom and practice and subject to any modifications of such practice as a result of the filing of the Chapter 11 Cases.

“Outside Date” means that date that is ninety (90) days after the date of entry of the Sale Order.

“Parties” has the meaning set forth in the preamble.

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

“Permitted Liens” means (a) Liens for Taxes not yet delinquent or which are being contested in good faith by appropriate proceedings; (b) with respect to leased or licensed personal property, the terms and conditions of the lease or license applicable thereto to the extent constituting an Assumed Contract; (c) mechanics liens and similar liens for labor, materials or supplies provided with respect to real property incurred in the Ordinary Course of Business or otherwise approved by the Bankruptcy Court for amounts which are not delinquent or which are being contested in good faith by appropriate proceedings in an aggregate amount not to exceed \$100,000; (d) with respect to real property, zoning, building codes and other land use Laws regulating the use or occupancy of such real property or the activities conducted thereon which are imposed by any Governmental Entity having jurisdiction over such real property which are not violated by the current use or occupancy of such real property or the operation of the Business, except where any such violation would not, individually or in the aggregate, materially impair the use, operation or transfer of the affected property or the conduct of the Business thereon as it is currently being conducted; (e) easements, covenants, conditions, restrictions and other similar matters affecting such real property and other encroachments that do not or would not materially impair the use or occupancy of such real property or materially interfere with the operation of the Business at such real property; and (f) matters that would be disclosed on an accurate survey or inspection of the real property but which do not interfere in any material respect with the right or ability to use the property as currently used or operated.

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

“Petition Date” means the date of the filing of the Chapter 11 Cases.

“PII” has the meaning set forth in Section 6.11.

“Plan” means a plan of reorganization or liquidation proposed by Sellers and/or the Committee.

“Privileged Communications” means any and all applicable legal privileges held or controlled by the Sellers, including, without limitation, attorney-client, accountant-client and work product doctrine.

“Professional Services” means any legal services, accounting services, financial advisory services, investment banking services or any other professional services provided by the Sellers’ advisers obtained pursuant to any order of the Bankruptcy Court.

“Purchase Price” has the meaning set forth in Section 2.5.

“Purchased Assets” has the meaning set forth in Section 2.1; provided, however, that notwithstanding the foregoing or anything contained in this Agreement to the contrary, the Purchased Assets shall not include any Excluded Assets or Excluded Liabilities.

“Purchased Actions” means all Claims and causes of action of Sellers, including without limitation Avoidance Actions, directly related to the Purchased Assets, Assumed Liabilities, Assumed Contracts, and Go-Forward Vendors; provided, however, that Purchased Actions shall exclude any and all Claims and causes of action of Sellers, including Avoidance Actions, to the extent such Claims and causes of action are against (a) Insiders of Sellers, and (b) whether or not Insiders of Sellers, Lindberg, any of the Prepetition Lenders (as defined in the Interim DIP Order), any Lindberg Affiliates, Insiders of Lindberg, Insiders of any Lindberg Affiliate, Affiliates of any Sellers, and any current or former director, officer, auditor, insurer, accountants, other retained professionals of any Seller; provided, further, however, Buyer shall retain and does not waive any Claims and Causes of Action they may have against any of the foregoing which are not Claims and Causes of Action belonging to Sellers as of the date hereof. For the avoidance of doubt, Purchased Actions shall not include any defenses of Sellers against Claims of Go-Forward Vendors against Sellers.

“Purchased Privileged Communications” means any and all Privileged Communications to the extent related to a Purchased Asset, including the Purchased Actions.

“Records” means the books, records, information, ledgers, files, invoices, documents, work papers, correspondence, lists (including customer lists, supplier lists and mailing lists), plans (whether written, electronic or in any other medium), drawings, designs, specifications, creative materials, advertising and promotional materials, marketing plans, studies, reports, data and similar materials related to the Business.

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

“Related Agreements” means the Bill of Sale, the Assignment and Assumption Agreement, the Workforce PEO Assignment Agreement (to the extent applicable), and the Intellectual Property Assignments and any other instruments of transfer and conveyance as may be required under applicable Law to convey valid title of the Purchased Assets to Buyer.

“Representative” of a Person means such Person’s Subsidiaries and the officers, directors, managers, employees, advisors, representatives (including its legal counsel, special deputy receivers, and its accountants) and agents of such Person or its Subsidiaries.

“Sale Hearing” means the hearing scheduled with the Bankruptcy Court to consider the sale portion of the Sale Motion.

“Sale Motion” means *Debtors’ Motion for Entry of (I) an Order (A) Approving Bidding Procedures and Certain Bid Protections, (B) Scheduling a Bid Deadline, Auction, and Sale Hearing and Approving the Form and Manner of Notice Thereof, and (C) Approving Cure Procedures and the Form and Manner of Notice Thereof; (II) an Order Approving the Sale of Substantially all of the Debtors’ Assets Free and Clear of Liens, Claims, and Interests; and (III) Related Relief* [Docket No. 81].

“Sale Order” means an order of the Bankruptcy Court entered in the Chapter 11 Cases consistent with the terms of this Agreement approving the Sale Motion and sale to Buyer consistent with the terms of this Agreement and otherwise reasonably acceptable to Buyer and Sellers.

“Sale Order Deadline” means May 13, 2024, unless extended by Buyer.

“Seller” or “Sellers” has the meaning set forth in the preamble.

“Sellers’ Knowledge” (or words of similar import) means the actual knowledge, after commercially reasonable inquiry, of the executive officers of any of the Sellers, including without limitation (i) Sophie Turrell, Chief Executive Officer, (ii) Kate Stevens, Chief Operating Officer, (iii) Taylor Caldwell, Chief Financial Officer, (iv) Emmanuel Bernabe, Chief Legal Officer, (v) Phil Marsicano, Chief Product Officer, and (vi) Preetam Sirur, Chief Information Security Officer.

“Software” means all programs, platforms, code, software, operating systems, drivers, or similar programs (other than off-the-shelf, “clickwrap” or “shrinkwrap” programs) owned or used by any Seller in connection with the Business. For the avoidance of doubt, the term “Software” includes, without limitation, the software programs or platforms marketed by Sellers under the following names: (i) iMedicWare; (ii) My Vision Express; (iii) Medflow; (iv) Management Plus; and (v) MD Office.

“Subsidiary” means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors thereof (or other persons performing similar functions with respect to such corporation) is at the time Controlled by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time Controlled by that Person or one or more Subsidiaries of that Person or a combination thereof. A Person or Persons own a majority ownership interest in a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity’s gains or losses or shall be or control any managing director, managing member, or general partner of such business entity (other than a corporation). The term “Subsidiary” shall include all direct or indirect Subsidiaries of such Person.

“Tax” or “Taxes” means any United States or foreign federal, state or local income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the IRC), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, real property, personal property, ad valorem, escheat, sales, use, liquor, cigarette, transfer, 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 or not disputed.

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

“Transfer Tax” has the meaning set forth in Section 6.6.

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

“Workforce Employers” means, collectively, (i) ECLL Private Ltd., a company duly registered under the laws of India, and (ii) The Philippine Operations Center Global Solutions, Inc.

“Workforce PEO” means a professional employer organization, which is not an Affiliate of Sellers and not a Lindberg Affiliate, that employs or directly engages certain of the Workforce Personnel pursuant to Section 7.1(d).

“Workforce PEO Services Agreement” means a binding agreement between one or more Sellers, on the one hand, and a Workforce PEO, on the other hand, that is freely assignable by the applicable Seller(s) to Buyer or a designee of Buyer at Closing without any restriction whatsoever, which requires the Workforce PEO to maintain a sufficient staff to provide work and services in furtherance of the Business on terms and conditions that are satisfactory to Buyer in all respects.

“Workforce Personnel” means all individuals who are employed or engaged by any Workforce Employer and who provide work or services with respect to the Business as of the date hereof.

“Workforce Subsidiary” means a wholly owned Subsidiary of any Seller formed after the date hereof but prior to Closing for the sole purpose of employing or directly engaging certain of the Workforce Personnel pursuant to Section 7.1(d).

“Workforce Subsidiary Equity Interests” means all equity securities of any Workforce Subsidiary.

ARTICLE II. PURCHASE AND SALE

Section 2.1 Purchase and Sale of Purchased Assets. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, on the terms and subject to the conditions set forth in this Agreement, at Closing, Buyer shall purchase, acquire and accept from Sellers, on an “as is, where is” basis and without any representation or warranty on the part of Sellers as to fitness, merchantability or otherwise, and Sellers shall sell, transfer, assign, convey and deliver to Buyer, all of Sellers’ respective rights, title and interests in and to all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired, which relate to, or are used or held for use in connection with, the Business, except to the extent constituting Excluded Assets (the “Purchased Assets”), free and clear of all Liens (other than Permitted Liens), for the consideration specified in Section 2.5. Without limiting the generality of the foregoing, the Purchased Assets shall include, without limitation, the following (except to the extent constituting an Excluded Asset):

- (a) all Accounts Receivable of Sellers as of Closing;
- (b) all Credit Card Receivables;
- (c) (i) all deposits under the Leases, (ii) all deposits under all Assumed Contracts that are not Leases, and (iii) other prepaid charges and expenses of Sellers, including,

but not limited to, all deposits for electricity, telephone, cable television, internet, Wi-Fi services, satellite television and other utilities;

(d) all rights of Sellers under the Assumed Contracts;

(e) all Intellectual Property owned by Sellers, together with all (i) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Sellers with respect to such Intellectual Property (except to the extent actually collected by Sellers prior to Closing) and (ii) claims and causes of action with respect to such Intellectual Property, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal or equitable relief for past, present or future infringement, misappropriation or violation thereof;

(f) the Purchased Actions; provided that Buyer covenants and agrees not to pursue, prosecute, assert, or commence the Avoidance Actions and any Claims against any Go-Forward Vendor to the extent arising prior to Closing, *provided further, however*, that Buyer does not waive any defenses related to the Purchased Actions;

(g) all tangible personal property and fixed assets, including all machinery, equipment, tools, point of sale systems, computers, mobile phones, personal digital assistants, computer equipment, hardware, peripherals, information technology infrastructure, telephone systems, furniture, fixtures, furnishings, office supplies, production supplies, other miscellaneous supplies, and other inventory and tangible personal property of any kind owned by Sellers (including any of the foregoing property that is subject to a lease, but only to the extent that Buyer assumes such lease as an Assumed Contract) (the “Tangible Personal Property”);

(h) all Records, including Records related to Taxes paid or payable by any Seller related to the Business (*provided* that Sellers are entitled to retain copies of all Records and Buyer will make all such Records available to Sellers (and any liquidating trustee appointed in the Chapter 11 Cases) upon reasonable request and at such Seller’s or liquidating trustee’s expense);

(i) all goodwill associated with the Business or the Purchased Assets, including all goodwill associated with the Intellectual Property owned by Sellers and all rights under any confidentiality agreements executed by any third party for the benefit of any Seller;

(j) all rights of Sellers under non-disclosure or confidentiality, non-compete, or non-solicitation agreements, including any such agreements with current or former employees, directors, consultants, independent contractors and agents of Sellers or any of their Affiliates, in each case to the extent that such agreements are not in violation of any applicable Laws;

(k) all of the Assumed Permits;

(l) the amount of, and all rights to any, insurance proceeds received by any of Sellers after the date hereof in respect of (i) the loss, destruction or condemnation of any Purchased Assets occurring prior to, on or after Closing or (ii) any Assumed Liabilities;

(m) all other rights, demands, claims, credits, allowances, rebates or other refunds (including any vendor or supplier rebates) and rights in respect of promotional allowances

or rights of setoff and rights of recoupment of every kind and nature (whether or not known or unknown or contingent or non-contingent), other than against Sellers, arising out of or relating to the Business as of Closing, including customer deposits (whether maintained in escrow or otherwise), advances and prepayments;

(n) all rights under or pursuant to all warranties, indemnities, representations, guarantees and similar rights and obligations made by licensors, suppliers, manufacturers, contractors and any other Person to the extent relating to the Business;

(o) the right to receive and retain mail relating to the Business or to the Accounts Receivable payments and other communications of Sellers and the right to bill and receive payment for services and goods provided but unbilled or unpaid as of Closing;

(p) all telephone numbers, fax numbers, e-mail addresses, websites, URLs and internet domain names owned by Sellers or otherwise utilized by Sellers in conducting the Business;

(q) to the extent applicable pursuant to Section 7.1(d), all Workforce Subsidiary Equity Interests;

(r) all Purchased Privileged Communications; and

(s) all other assets that are related to or used in connection with the Business (but excluding all of the Excluded Assets).

Section 2.2 Excluded Assets. Notwithstanding Section 2.1, Buyer expressly understands and agrees that Buyer is not purchasing or acquiring, and Seller is not selling or assigning, any of the following assets, properties and rights of Sellers (the “Excluded Assets”):

(a) Cash;

(b) all of Sellers’ certificates of incorporation and other organizational documents, qualifications to conduct business as a foreign entity, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, stock certificates and other documents relating to the organization, maintenance and existence of any Seller as a corporation, limited liability company or other entity;

(c) except for any Workforce Subsidiary Equity Interests, if applicable, all equity securities of any Seller and all net operating losses of any Seller;

(d) Excluded Actions;

(e) all Excluded Contracts;

(f) any loans or notes payable to any Seller from Lindberg, any employee of any Seller or any Lindberg Affiliates (other than Ordinary Course of Business employee advances and other than loans or notes from any Transferred Employees);

(g) any (1) confidential personnel and medical Records pertaining to any Current Employees, Current FTEs, Former Employees or Workforce Personnel to the extent the disclosure of such information is prohibited by applicable Law, (2) other Records that Sellers are required by Law to retain and (3) any Records or other documents relating to the Chapter 11 Cases that are protected by the attorney-client privilege; *provided* that Buyer shall have the right to make and retain copies of any portions of such retained Records referenced in subsection (2) to the extent that such portions relate to the Business or any Purchased Asset;

(h) all Permits other than the Assumed Permits;

(i) all assets, rights and claims arising from or with respect to Taxes of any Sellers, including all rights arising from all deferred tax assets, Tax deposits, Tax prepayments and refunds due from federal, state and/or local Governmental Entities with respect to Taxes paid by Sellers;

(j) all Employee Benefit Plans;

(k) all assets maintained or held (including all deposits) pursuant to or in connection with the Health Plans, the 401(k) Plan or any Employee Benefit Plans;

(l) all Excluded Privileged Communications; and

(m) the rights of Sellers under this Agreement and the Related Agreements and all cash and non-cash consideration payable or deliverable to Sellers under this Agreement.

Section 2.3 Assumption of Assumed Liabilities. On the terms and subject to the conditions of this Agreement, at Closing (or, with respect to Assumed Liabilities under Assumed Contracts or Assumed Permits that are assumed by Buyer after Closing, such later date of assumption as provided in Section 2.6), Buyer shall assume and become responsible solely for the Assumed Liabilities, and Buyer agrees to timely pay, honor or discharge, as applicable, or cause to be timely paid, honored or discharged, as applicable, all such Assumed Liabilities in accordance with the terms thereof.

Section 2.4 Excluded Liabilities. Notwithstanding anything herein to the contrary, the Parties expressly acknowledge and agree that Buyer shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any liabilities of Sellers, whether existing on or before the Closing Date or arising thereafter, other than the Assumed Liabilities (all such liabilities that Buyer is not assuming being referred to collectively as the “Excluded Liabilities”). Without limiting the generality of the foregoing, and notwithstanding anything in this Agreement to the contrary: (a) Buyer shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any liabilities or obligations owing to Lindberg, any Lindberg Affiliate, or the Workforce Employers; and (b) any and all of Sellers’ Tax obligations are Excluded Liabilities.

Section 2.5 Consideration. In consideration of the sale of the Purchased Assets to Buyer, and in reliance upon the representations, warranties, covenants, and agreements of Sellers set forth herein, and upon the terms and subject to the conditions set forth herein, the aggregate consideration for the sale and transfer of the Purchased Assets (the “Purchase Price”) shall, subject

to entry of the Sale Order in form and substance reasonably acceptable to Buyer, and such Sale Order then being a final and non-appealable order, be composed of the following:

- (a) The Credit Bid Amount;
- (b) the Cash Consideration;
- (c) Sellers' retention of the Good Faith Deposit; provided, however, that if the calculation of Cash Consideration at Closing yields a negative number, then, at the Closing, Sellers shall remit to Buyer from the Good Faith Deposit the absolute value of such amount, and then Sellers shall retain the balance of the Good Faith Deposit and Buyer shall owe \$0 as Cash Consideration under this Section 2.5 and Section 2.8(b) below;
- (d) Buyer's assumption of the Assumed Liabilities; and
- (e) all Cure Costs payable to counterparties with respect to Assumed Contracts; provided, however, that:
 - (i) if the actual, aggregate Cure Costs exceed \$5,000,000, then the Cash Consideration portion of the Purchase Price shall be reduced, on a dollar-for-dollar basis, by such excess (such reduction not to exceed \$500,000); and
 - (ii) if the actual, aggregate Cure Costs are less than \$5,000,000, then the Cash Consideration portion of the Purchase Price shall be increased by 75% of the actual difference between the Cure Costs and \$5,000,000.

Section 2.6 Cure Costs; Schedule Updates.

(a) Attached as Schedule 2.6(a) of the Disclosure Schedule is a Contract and Cure Schedule (the "Contract and Cure Schedule"), which Sellers shall file with the Bankruptcy Court, and serve on each counterparty listed in the Contract and Cure Schedule pursuant to and within the time period specified in the Bidding Procedures Order. The Contract and Cure Schedule contains a list of each Contract of Sellers and Sellers' good faith estimate of the amount of Cure Costs applicable to each such Contract (and if no Cure Cost is estimated to be applicable with respect to any particular Contract, the amount of such Cure Cost has been designated for such Contract as "\$0.00"). Subject to the rights and procedures set forth in this Section 2.6, including Section 2.6(b) and Section 2.6(c), if Buyer does not specifically elect to assume any Contract listed in the Contract and Cure Schedule, or in any supplement thereto, in writing, each Contract shall be deemed to be rejected and, accordingly, an Excluded Contract, and Buyer shall not be responsible for any Cure Costs applicable to such Contract.

(b) Subject to the provisions in the Bidding Procedures Order, Buyer may, at any time and from time to time through (and including) the Closing Date, but no later than the deadline imposed under section 365(d)(4) of the Bankruptcy Code, if such date occurs before Closing (the "Contract Designation Deadline"), notify Sellers to include in the definition of Assumed Contracts, any Contract of Sellers not otherwise included in the definition of Assumed Contracts, and require Sellers to give not less than two (2) Business Days' notice to the non-Seller parties to any such Contract of Sellers' proposed assumption and assignment thereof to Buyer.

(c) Buyer may, at any time and from time to time through (and including) the applicable Contract Designation Deadline, exclude from the definition of Assumed Contracts any Contract or Lease of Sellers otherwise included in the definition of Assumed Contract and Buyer shall have no obligation to pay any Cure Costs associated with such Contracts or Lease.

(d) Sellers shall be responsible for the verification of all Cure Costs for each Assumed Contract and shall use commercially reasonable efforts to correctly calculate the proper Cure Costs, if any, for each Assumed Contract prior to the filing of the Contract and Cure Schedule. To the extent that any Assumed Contract requires the payment of Cure Costs in order to be assumed pursuant to Section 365 of the Bankruptcy Code, whether determined prior to or after Closing, the Cure Costs related to such Assumed Contract, or any portion thereof, shall be paid by Buyer to the applicable counterparty (if the Cure Costs are Assumed Liabilities) within seven (7) days of the Closing Date, or such other date that the Assumed Contract is assumed by the applicable Seller and assigned to Buyer. Buyer shall be responsible for providing adequate assurances of future performance and any other Cure. With regard to an Assumed Contract that is a Lease that requires any action other than the payment of money, such action shall be confirmed and agreed to by Buyer at or before Closing or at such subsequent time when such Assumed Contract is assumed by Sellers and assigned to Buyer.

Section 2.7 Closing. The closing of the transactions contemplated by this Agreement (“Closing”) shall take place remotely by electronic exchange of documents and counterparty signature pages commencing at 11:00 a.m. prevailing Central Time on the date (the “Closing Date”) that is the first Business Day after the date on which all conditions to the obligations of Sellers and Buyer to consummate the Contemplated Transactions set forth in Article VII (other than conditions with respect to actions Sellers and/or Buyer will take at Closing itself, but subject to the satisfaction or waiver of those conditions) have been satisfied or waived, or at such other time or on such other date as shall be mutually agreed upon by Sellers and Buyer prior thereto.

Section 2.8 Deliveries at Closing.

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

(i) one or more Bills of Sale substantially in the form of Exhibit A attached hereto (each, a “Bill of Sale”);

(ii) one or more Assignment and Assumption Agreements substantially in the form of Exhibit B attached hereto (each, an “Assignment and Assumption Agreement”);

(iii) to the extent applicable pursuant to Section 7.1(d), an assignment agreement, in form and substance satisfactory to Buyer, effecting the assignment to and assumption by Buyer of each Workforce PEO Services Agreement, duly executed by each Workforce PEO (each, a “Workforce PEO Assignment Agreement”);

(iv) instruments of assignment substantially in the forms of Exhibit C, Exhibit D and Exhibit E attached hereto for each registered trademark, registered

copyright, and domain name, respectively, transferred or assigned hereby and for each pending application therefor (collectively, the “Intellectual Property Assignments”);

(v) such other instruments of assignment, in form and substance satisfactory to Buyer, as Buyer reasonably determines are necessary to vest in Buyer all rights, title and interest in, to and under the Sellers Owned IP and all other Intellectual Property owned by Sellers and used in furtherance of the Business;

(vi) to the extent applicable, a non-foreign affidavit from each Seller dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under Treasury Regulations issued pursuant to Section 1445 of the IRC stating that such Seller is not a “foreign person” as defined in Section 1445 of the IRC;

(vii) originals (or, to the extent originals are not available, copies) of all Assumed Contracts (together with all material amendments, supplements or modifications thereto) to the extent not otherwise already made available to Buyer through Sellers’ datasite;

(viii) an electronic copy of all of the information and documents posted to Sellers’ datasite at any time;

(ix) physical or constructive possession of all of the Purchased Assets capable of passing by delivery with the intent that title in such Purchased Assets shall pass by and upon delivery;

(x) a power of attorney, in form and substance satisfactory to the Buyer that enables Buyer to demand and receive the Accounts Receivable and Credit Card Receivables;

(xi) the certificates required by Section 7.1(i); and

(xii) all other documents, instruments and writings reasonably requested by Buyer to be delivered by Sellers at or prior to Closing pursuant to this Agreement.

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

(i) the Cash Consideration, if any;

(ii) the Assignment and Assumption Agreement(s); and

(iii) all other documents, instruments and writings necessary to be delivered by Buyer at or prior to Closing in order to consummate the Contemplated Transactions.

Section 2.9 Allocation. Within ninety (90) calendar days after the Closing Date, Buyer shall in good faith prepare an allocation of the Purchase Price (and all capitalized costs and other relevant items) among the Purchased Assets in accordance with Section 1060 of the IRC and the Treasury Regulations thereunder (and any similar provision of United States state or local or non-United States Law, as appropriate). Sellers shall have fifteen (15) days following receipt of Buyer's proposed allocation to review and comment on such proposed allocation and Buyer shall consider such comments in good faith. Thereafter, Buyer shall provide Sellers with Buyer's final allocation schedule. Sellers shall also retain the right to dispute Buyer's proposed and final allocations, with any unresolved dispute to be determined by the Bankruptcy Court. Buyer and Sellers shall report, act and file Tax Returns (including Internal Revenue Service Form 8594) in all respects and for all purposes consistent with such allocation. Neither Buyer nor Sellers shall take any position (whether in audits, Tax Returns or otherwise) which is inconsistent with such allocation unless required to do so by applicable Law.

ARTICLE III. SELLERS' REPRESENTATIONS AND WARRANTIES

Each of the Sellers jointly and severally represents and warrants to Buyer that:

Section 3.1 Organization of Sellers; Good Standing. Except as disclosed on Schedule 3.1 of the Disclosure Schedule:

(a) Each Seller is duly incorporated or formed, validly existing and in good standing under the Laws of its state of incorporation or formation as listed on Schedule 3.1 of the Disclosure Schedule, and has all necessary power and authority to own, lease, and operate its properties and to conduct its business in the manner in which its Business is currently being conducted. A Seller's failure to be in good standing, as reflected on Schedule 3.1 of the Disclosure Schedule, does not have a Material Adverse Effect nor does it materially adversely affect the Sellers' ability to enter into the Contemplated Transactions or perform its obligations hereunder. Each Seller has all requisite corporate or similar power and authority to own, lease and operate its assets, and each Seller has corporate power and authority to carry on the Business as currently conducted.

(b) Each Seller is duly authorized to do business and is in good standing as a foreign corporation or limited liability company in each jurisdiction where the ownership or operation of the Purchased Assets or the conduct of the Business requires such qualification, except for failures to be so authorized or be in such good standing, as would not, individually or in the aggregate, have a Material Adverse Effect.

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

(a) each Seller has all requisite power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder; the execution, delivery and performance of this Agreement and all Related Agreements to which such Seller is a party have been duly authorized by such Seller and

no other action on the part of such Seller is necessary to authorize this Agreement or the Related Agreements to which it is party or to consummate the Contemplated Transactions; and

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

Section 3.3 Noncontravention. Neither the execution and delivery of this Agreement, nor the consummation of the Contemplated Transactions (including the Related Agreements), will, subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing, (i) conflict with or result in a breach of the certificate of incorporation or formation, by-laws or other organizational documents of any Seller, (ii) violate any Law to which any Seller is, or its respective assets or properties are, subject, or (iii) subject to the entry of the Sale Order, conflict with any Assumed Contract, and, in the case of clause (ii) or (iii), for such conflicts, breaches, defaults, accelerations, rights or failures to give notice as would not, individually or in the aggregate, have a Material Adverse Effect.

Section 3.4 Compliance with Laws. Sellers have been and are in compliance with all Laws applicable to the Business or the Purchased Assets, except in any such case where the failure to be in compliance would not have a Material Adverse Effect.

Section 3.5 Title to Purchased Assets; Condition of Tangible Personal Property; Sufficiency of Purchased Assets. Sellers, as of Closing, will have good and valid title to, or, in the case of leased assets, will have good and valid leasehold interests in, the Purchased Assets, free and clear of all Liens (except for Permitted Liens), subject to entry of the Sale Order. At Closing or such time as title is conveyed under Section 2.7, Sellers will transfer, sell, assign and convey, subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at such time, good and valid title to, or valid leasehold interests in, all of the Purchased Assets, free and clear of all Liens (except for Permitted Liens), to the fullest extent permissible under section 363(f) of the Bankruptcy Code and subject to the rights of licensees under section 365(n) of the Bankruptcy Code. Schedule 3.5 of the Disclosure Schedule sets forth all Tangible Personal Property. To Sellers' Knowledge, all Tangible Personal Property is structurally sound, in good operating condition and repair, and adequate for the uses to which the Tangible Personal Property is being put, and none of the Tangible Personal Property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The Purchased Assets are sufficient for the continued conduct of the Business

after Closing in substantially the same manner as conducted prior to Closing and constitute all rights, property and assets (of any type, whether tangible or intangible) necessary to conduct the Business as currently conducted. None of the Excluded Assets and no assets owned by any Person other than Sellers (except for assets for which Sellers have acquired the right to use pursuant to an Assumed Contract) are material to the operation of the Business from and after Closing.

Section 3.6 Contracts. Schedule 3.6 of the Disclosure Schedule sets forth the following Contracts (all Contracts listed or required to be listed herein are referred to as “Material Contracts”) as of the date of this Agreement:

- (a) all Leases that pertain to the Business;
- (b) all Contracts under which any Seller leases personal property in connection with the Business;
- (c) all Contracts that provide for payments in excess of \$100,000 over a 12-month period;
- (d) all customer Contracts that relate to the revenue per customer reflected on Schedule 3.6(d) of the Disclosure Schedule;
- (e) all Contracts that are material to the operation of the Business and that Sellers’ counterpart(y)(ies) may terminate without more than 90 days’ prior notice without a breach thereof by Sellers;
- (f) all Contracts with any material supplier of the Business;
- (g) all Contracts with any Governmental Entity related to the Business;
- (h) all employment, confidentiality, and/or noncompetition Contracts with employees of any Seller and Contracts with independent contractors or consultants (or similar arrangements) engaged in connection with the Business, in each case providing for cash compensation exceeding \$25,000 per year;
- (i) all Contracts between any Seller, on the one hand, and any Lindberg Affiliate, on the other;
- (j) all Contracts with any Current FTE, a third party who employs or has directly engaged a Current FTE, or otherwise relating to the work or services of any Current FTE;
- (k) all Contracts with any Workforce Employer, any member of the Workforce Personnel, or otherwise relating to the work or services of any Workforce Employer or Workforce Personnel (and to the extent any of the foregoing are not memorialized in a written Contract, a detailed summary of any arrangements relating to the foregoing);
- (l) all Contracts with any Person involved in the development, creation, generation and/or maintenance of any Software;

(m) all Contracts that limit or purport to limit the ability of any Seller to compete in any line of business or with any Person or in any geographic area during any period of time;

(n) all Contracts for the sale of any Purchased Assets or for the grant to any Person of any option, right of first refusal or preferential or similar right to purchase any of the Purchased Assets;

(o) all other Contracts that are material to the operation of the Business and not previously disclosed pursuant to this Section 3.6.

To Sellers' Knowledge, except as to matters which would not reasonably be expected to have a Material Adverse Effect and except as set forth on Schedule 3.6 of the Disclosure Schedule, each of the Material Contracts is in full force and effect and is the legal, valid, and binding obligation of the applicable Seller and, to the Sellers' Knowledge, of the other parties thereto, enforceable against each of them in accordance with its terms, and upon consummation of the Contemplated Transaction shall continue in full force and effect without penalty. Except as set forth on Schedule 3.6 of the Disclosure Schedule, and excluding any defaults on the basis of nonpayment, no Seller is in material default under any Material Contract, nor, to the Sellers' Knowledge, is any other party to any Material Contract in breach of or default thereunder, and no event has occurred that with the lapse of time or the giving of notice or both would constitute a breach or default by any Seller or any other party thereunder. Except as set forth on Schedule 3.6 of the Disclosure Schedule, no party to any of the Material Contracts has exercised any termination rights with respect thereto, and no party has given notice of any significant dispute with respect to any Material Contract. Sellers have and will transfer to Buyer at Closing good and valid title to the Assumed Contracts, free and clear of all Liens other than Permitted Liens. To Sellers' Knowledge, except as set forth on Schedule 3.6 of the Disclosure Schedule, Sellers have delivered to Buyer true, correct, and complete copies of all of the Material Contracts, together with all amendments, modifications or supplements thereto.

Sellers' good faith estimate of the amount of Cure Costs applicable to each Contract reflected on the Contract and Cure Schedule is correct and accurately reflects Sellers' pre-petition payment obligations under such Contract.

Section 3.7 Intellectual Property.

(a) Schedule 3.7 of the Disclosure Schedule sets forth a true and complete list of (i) all Software, including all Intellectual Property components thereof, (ii) all Intellectual Property that is owned by any Seller and used in or related to the Business, (iii) all Contracts pursuant to which any Seller obtains the right to use any Intellectual Property, excluding licenses for off-the-shelf software that is not incorporated into any Software, and (iv) all material Contracts pursuant to which any Seller grants to any other Person the right to use any Intellectual Property. Except as set forth in Schedule 3.7 of the Disclosure Schedule, to the Sellers' Knowledge, Sellers own all Intellectual Property used to conduct the Business free and clear of all Liens (except for Permitted Liens and subject to entry of the Sale Order), and all such Intellectual Property is valid, subsisting and, to Sellers' Knowledge, enforceable, and is not subject to any outstanding Decree adversely affecting Sellers' use thereof or rights thereto.

(b) To Sellers' Knowledge and except as set forth on Schedule 3.7 of the Disclosure Schedule, none of the use of the Intellectual Property included in the Purchased Assets, the conduct of the Business as currently conducted, nor any of the Products sold or services provided by Sellers or any of their Affiliates in connection therewith, infringes upon or otherwise violates the Intellectual Property of any other Person. To Sellers' Knowledge and except as set forth on Schedule 3.7 of the Disclosure Schedule, no third party is infringing upon any Intellectual Property owned by any Seller and included in the Purchased Assets, except as would not reasonably be expected to have a Material Adverse Effect.

(c) Except as set forth on Schedule 3.7 of the Disclosure Schedule, to Sellers' knowledge: (i) the Sellers exclusively own and possess all right, title and interest in and to the Software (including all Intellectual Property used in connection with the Software) and the Registered Intellectual Property (the "Sellers Owned IP"), free and clear of all Liens except Permitted Liens, and have a valid right to license or use all other Intellectual Property used by the Sellers in the operation of the Business as presently conducted; (ii) the Sellers Owned IP is subsisting, and in full force or effect, and is valid and enforceable, and has not been cancelled or unintentionally expired or abandoned; (iii) each item of Sellers' Registered Intellectual Property is registered or applied for, as applicable, in the name of the Sellers and is currently in compliance with all formal legal requirements (including without limitation, as applicable, payment of filing, examination and maintenance fees, notices to Governmental Entities, election of title, duties of candor, inventor declarations, proofs of working or use, timely post-registration filing of affidavits of use and incontestability, and renewal applications); (iv) none of Sellers' Registered Intellectual Property is subject to any maintenance fees or taxes or actions falling due within 90 days after the Closing Date to obtain, perfect, or maintain in full force and effect each item of Sellers' Registered Intellectual Property; and (v) no Sellers Registered Intellectual Property has been or is now involved in any reissue, reexamination, inter-partes review, post-grant review, or opposition proceeding.

(d) To Sellers' Knowledge and except as set forth on Schedule 3.7 of the Disclosure Schedule, all current and former officers, directors, employees, consultants, independent contractors and other Persons who contributed to the creation or development of any Sellers Owned IP and all other Intellectual Property owned by Sellers did so either (i) pursuant to written agreements or acknowledgements assigning, subject to applicable Law, all Intellectual Property arising therefrom to the Sellers or (ii) in the case of employees of Sellers, within the scope of his or her employment, such that all Intellectual Property arising therefrom became the exclusive property of the Sellers. To Sellers' Knowledge, no current or former officer, director, employee consultant or independent contractor of either the Sellers or any Workforce Employer is in default or breach of any term of any confidentiality agreement, non-disclosure agreement, assignment of invention agreement, or similar agreement.

Section 3.8 Litigation. Schedule 3.8 of the Disclosure Schedule sets forth all unresolved material Litigation brought by or against any Seller, and, to Sellers' Knowledge, there is no other material Litigation (i) threatened in writing, (ii) before any Governmental Entity against any Seller which is reasonably likely to have a Material Adverse Effect or (iii) which in any manner challenges or seeks to prevent, enjoin, alter, or materially delay the Contemplated Transactions. As of the date hereof, no Seller is currently subject to any material judgment, order, writ, injunction, or decree of any court or other Governmental Entity ("Order") that would apply to the

Buyer or Buyer's operation of the Business from and after the Closing, other than Orders of general applicability, and,) as of the Closing Date, no Seller will be subject to any material Order that would apply to the Buyer or Buyer's operation of the Purchased Assets or Business from and after the Closing, other than Orders of general applicability or any Order that is stayed by operation of Section 362(a) of the Bankruptcy Code.

Section 3.9 Employees and Employment Matters.

(a) No Seller is a party to or bound by any collective bargaining agreement covering the Current Employees (as determined as of the date of this Agreement), nor is there any ongoing strike, walkout, work stoppage, or other material collective bargaining dispute affecting any Seller with respect to the Business. To Sellers' Knowledge, there is no organizational effort being made or threatened by or on behalf of any labor union with respect to the Current Employees (as determined as of the date of this Agreement). Schedule 3.9(a) of the Disclosure Schedule sets forth a complete list of: (i) all employees, and (ii) all current paid operating consultants providing services to Seller; together, in each case, with the current rate of compensation (if any) payable to each and any paid vacation time owing to such person, any incentive, bonus or deferred payments owing to such persons but not yet paid, the day of employment of each such person. Seller does not have any employees employed in the Business outside of the United States.

(b) To Sellers' Knowledge, no Workforce Employer is a party to or bound by any collective bargaining agreement covering the Workforce Personnel (as determined as of the date of this Agreement), nor is there any ongoing strike, walkout, work stoppage, or other material collective bargaining dispute affecting any Workforce Employer with respect to the Business. To Sellers' Knowledge, there is no organizational effort being made or threatened by or on behalf of any labor union with respect to the Workforce Personnel (as determined as of the date of this Agreement). Schedule 3.9(b) of the Disclosure Schedule sets forth members of the Workforce Personnel, whether employed or otherwise engaged by a Workforce Employer, together with the current rate of compensation (if any) payable to each and any paid vacation time owing to such person by a Workforce Employer, any incentive, bonus or deferred payments owing to such persons by a Workforce Employer but not yet paid, and the day of employment of each such person by a Workforce Employer.

(c) To Sellers' Knowledge, no member of the Workforce Personnel is subject to any restrictive covenant or other obligation (including without limitation any "non-compete" obligations, "non-solicitation" obligations, confidentiality obligations or the like) that would limit, restrict or impair, or purport to limit, restrict or impair, Sellers in the performance of their obligations under Section 7.1(d) or otherwise limit, restrict or impair, or purport to limit, restrict or impair, the ability of such member to (i) be employed or engaged by Buyer, a Buyer Affiliate or designee of Buyer or any Person other than a Workforce Employer or (ii) provide work or services related to the Business as an employee or contractor of any Person other than a Workforce Employer.

(d) Except as set forth on Section 3.9(d) of the Disclosure Schedule, each employee of the Sellers, from the first day of employment by Sellers through such member's last day of employment by Sellers, was, is and will be bound by (i) an employee non-disclosure and confidentiality agreement that (A) is in substantially the same form as the template employee non-

disclosure and confidentiality agreement set forth in Schedule 3.9(d) of the Disclosure Schedule or (B) contains usual, customary and commercially reasonable terms and conditions to protect the proprietary information and Intellectual Property of Sellers and (ii) an employee handbook containing substantially the same terms, conditions, policies and procedures as those set forth in the employee handbook set forth in Schedule 3.9(d) of the Disclosure Schedule (the “Employee Handbook”). Each employee of the Sellers has been provided a copy of the Employee Handbook and has acknowledged receipt thereof.

(e) Except as set forth on Section 3.9(e) of the Disclosure Schedule, each member of the Workforce Personnel, from the first day of employment or engagement by the applicable Workforce Employer through such member’s last day of employment or engagement by the applicable Workforce Employer, was, is and will be bound by a letter of appointment or similar Contract in substantially the same form as the template letter of appointment set forth in Schedule 3.9(e) of the Disclosure Schedule.

Section 3.10 Employee Benefit Plans.

(a) Schedule 3.10 of the Disclosure Schedule lists each material Employee Benefit Plan that Sellers maintain or to which Sellers contribute. With respect to each such Employee Benefit Plan, Sellers have made available to Buyer all written plan documents and summary plan descriptions, as applicable, for each Employee Benefit Plans.

(b) To Sellers’ Knowledge, each Employee Benefit Plan has been established, funded, maintained and administered, in each case, in all material respects, in accordance with its terms and all applicable Laws. As of the date hereof, there is no material pending or, to Sellers’ Knowledge, threatened Litigation relating to the Employee Benefit Plans.

(c) Except as set forth on Schedule 3.10(c) of the Disclosure Schedule, with respect to each Employee Benefit Plan, all payments, premiums, contributions, distributions, reimbursements or accruals for all periods (or partial periods) ending prior to or as of the Closing Date shall have been timely made in accordance with the terms of the applicable Employee Benefit Plan and applicable Law.

Section 3.11 Real Property.

(a) Sellers do not own any real property.

(b) Schedule 3.11(b) of the Disclosure Schedule sets forth the address of each Leased Real Property, and a true and complete list of all Leases for such Leased Real Property. Sellers have made available to Buyer true and complete copies of such Leases, as amended through the date hereof. Except as set forth on Schedule 3.11(b) of the Disclosure Schedule, to Sellers’ Knowledge the Leased Real Property has no material defects that at any one location would reasonably be expected to cost Sellers \$10,000 or more to repair, and is otherwise in good operating condition and repair and is adequate and suitable to conduct the business of Sellers as currently conducted.

Section 3.12 Permits. Schedule 3.12 of the Disclosure Schedule (i) contains a list of all material Permits that Sellers hold as of the date hereof in connection with the operation of the Business and (ii) identifies any material Permits that are not transferable in accordance with their terms. Each Assumed Permit is in full force and effect. Neither the execution of this Agreement nor the Closing do or will constitute or result in a default under or violation of any such Permit. As of the date hereof, there is no Litigation pending or, to Sellers' Knowledge, threatened that seeks the revocation, cancellation, suspension, failure to renew or adverse modification of any material Assumed Permits, except where a failure of this representation and warranty to be so true and correct could not reasonably be expected to have a Material Adverse Effect. To Sellers' Knowledge, all required filings with respect to the Assumed Permits have been made and all required applications for renewal thereof have been filed, except where a failure of this representation and warranty to be so true and correct could not reasonably be expected to have a Material Adverse Effect. For clarity's sake, all Permits associated with the Software are deemed to be material.

Section 3.13 Taxes. Except as set forth in Schedule 3.13 of the Disclosure Schedule,

(a) Since the Petition Date, each Seller has timely and fully paid all Taxes that accrued and became legally due and owing (whether or not reflected on any Tax Return) against such Seller, the Purchased Assets or the Business on or after the Petition Date, and are accurately reflected on the financial statements.

(b) Since the Chapter 11 Cases' petition date, each Seller has complied in all respects with all applicable Laws relating to the payment and withholding of Taxes and has withheld all Taxes that are or were required by Law to be withheld or collected, and has paid to the proper Governmental Authority all amounts required to be so withheld and paid over all periods under applicable Laws.

(c) Within the last two (2) years, no Governmental Entity, including any jurisdictions where a Seller has not filed a Tax Return, has delivered or threatened to deliver: (i) notice indicating an intent to open an audit or other review; (ii) request for information related to Tax matters; or (iii) notice of deficiency or proposed adjustment for any amount of Tax proposed, asserted or assessed by any Tax authority against Seller. Seller has not been informed by any jurisdiction, including any jurisdiction where Seller has not filed a Tax Return, that the jurisdiction believes that Seller was required to file a Tax Return that was not filed.

(d) Sellers have provided each Taxing authority, with which any Seller has a reporting or payment obligation or outstanding liability, appropriate notice of the Chapter 11 Cases.

Section 3.14 Financial Statements.

(a) Set forth on Schedule 3.14 of the Disclosure Schedule are: (i) the Sellers' unaudited consolidated balance sheet as of December 31, 2023; and (ii) the related unaudited statements of income for the periods then ended (the "Financial Statements").

(b) The Financial Statements were derived from the Sellers' books and records and: (i) were prepared in accordance with GAAP consistently applied throughout the period

covered thereby, except as otherwise expressly noted therein; and (ii) fairly present the financial condition of Sellers and the financial position and results of operations of the Business at the date and for the periods indicated, subject, in the case of clauses (i) and (ii), to the absence of footnotes and to normal year-end audit adjustments.

(c) Set forth in Schedule 3.14(c) of the Disclosure Schedule are copies of (i) the variance reports through week ending April 5, 2024, and (ii) the preliminary March financials (the “Interim Financials”). The Interim Financials (i) were prepared in accordance with sound accounting principles consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and (ii) fairly present the financial condition of Sellers and the financial position and results of operations of the Business at the dates and for the periods indicated.

Section 3.15 Insurance. Except as would not cause a Material Adverse Effect, (i) Sellers’ insurance policies covering or relating to Seller’s properties or operations are in full force and effect (with respect to the applicable coverage periods), (ii) Sellers’ policies for directors’ and officers’ liability insurance are in full force and effect, and (iii) Sellers are not in default with respect to any of its obligations under any of such insurance policies.

Section 3.16 Absence of Certain Changes

(a) Since December 31, 2023, no Seller has sold or disposed of, or agreed or committed to sell or dispose of, any material assets used in or related to the Business, other than sales of Inventory in the Ordinary Course of Business, and no such event has occurred; and

(b) no Seller has received written notice of termination for any Assigned Contract.

Section 3.17 Inventory. Sellers hold no Inventory.

Section 3.18 Environmental Matters. Sellers have received no notice that any Seller has (i) failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law with respect to such Seller’s operations or the Business, (ii) become subject to a pending claim with respect to any Environmental Liability, or (iii) received written notice of any claim with respect to any Environmental Liability except, in each case, as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.19 Brokers’ Fees. No Seller has entered into any Contract to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or obligated to pay.

Section 3.20 No Other Representations or Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE III (AS QUALIFIED, AMENDED, SUPPLEMENTED, AND MODIFIED BY THE DISCLOSURE SCHEDULE), NEITHER SELLERS NOR ANY OTHER PERSON MAKES (AND BUYER IS NOT RELYING UPON) ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO SELLERS, THE BUSINESS, THE PURCHASED ASSETS

(INCLUDING THE VALUE, CONDITION OR USE OF ANY PURCHASED ASSET), THE ASSUMED LIABILITIES OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND SELLERS DISCLAIM ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER MADE BY SELLERS OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR REPRESENTATIVES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS ARTICLE III (AS QUALIFIED, AMENDED, SUPPLEMENTED, AND MODIFIED BY THE DISCLOSURE SCHEDULE), EACH SELLER (I) EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO THE CONDITION OF THE PURCHASED ASSETS (INCLUDING ANY IMPLIED OR EXPRESSED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF THE PROBABLE SUCCESS OR PROFITABILITY OF THE OWNERSHIP, USE OR OPERATION OF THE BUSINESS OR THE PURCHASED ASSETS BY BUYER AFTER CLOSING), AND (II) DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, PROJECTION, FORECAST, STATEMENT, OR INFORMATION MADE, COMMUNICATED OR FURNISHED (ORALLY OR IN WRITING) TO BUYER OR ANY BUYER AFFILIATES OR THEIR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN OR MAY BE PROVIDED TO BUYER BY ANY DIRECTOR, OFFICER, EMPLOYEE, AGENT, CONSULTANT OR REPRESENTATIVE OF ANY SELLER).

THE PROVISIONS OF THIS SECTION 3.20 SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS AGREEMENT AND SHALL BE INCORPORATED INTO THE CLOSING DOCUMENTS TO BE DELIVERED AT CLOSING.

ARTICLE IV. BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Sellers as follows:

Section 4.1 Organization of Buyer. Buyer is a North Carolina insurance corporation validly existing and in good standing under the Laws of the State of North Carolina and has all requisite corporate power and authority to own, lease and operate its assets and to carry on its business as now being conducted.

Section 4.2 Authorization of Transaction.

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

(b) The execution, delivery and performance of this Agreement and all other Related Agreements to which Buyer is a party have been duly authorized by Buyer, and no other corporate action on the part of Buyer is necessary to authorize this Agreement or the Related Agreements to which it is a party or to consummate the Contemplated Transactions.

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

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

Section 4.4 Financial Capacity. Buyer has and at the time of Closing, Buyer will have, (a) the resources (including sufficient funds available to pay the Purchase Price and other amounts required to be paid by Buyer hereunder and any other expenses and payments incurred by Buyer in connection with the transactions contemplated by this Agreement) and capabilities (financial or otherwise) to perform its obligations hereunder, and (b) will not have incurred any obligation, commitment, restriction or Liability of any kind, that would materially impair or materially adversely affect such resources and capabilities.

Section 4.5 Adequate Assurances Regarding Executory Contracts. Buyer as of Closing will be capable of satisfying the conditions contained in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts.

Section 4.6 Good Faith Purchaser. Buyer is a "good faith" purchaser, as such term is used in the Bankruptcy Code and the court decisions thereunder. Buyer is entitled to the protections

of Section 363(m) of the Bankruptcy Code with respect to all of the Purchased Assets. Buyer has negotiated and entered into this Agreement in good faith.

Section 4.7 Brokers' Fees. Neither Buyer nor any Buyer Affiliates have entered into any Contract to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which any Seller could become liable or obligated to pay.

Section 4.8 Condition of Business. Buyer is an informed and sophisticated purchaser, and has engaged or had the opportunity to engage advisors, experienced in the evaluation and purchase of properties and assets such as the Purchased Assets and assumption of liabilities such as the Assumed Liabilities as contemplated hereunder. Buyer has undertaken such investigation and has been provided with and has evaluated such documents and information as it has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement. Buyer acknowledges that Sellers have given Buyer reasonable and open access to the key employees, documents and facilities of the Business. Buyer hereby acknowledges and agrees that notwithstanding anything expressed or implied herein to the contrary, except as expressly set forth in Article III of this Agreement, Sellers (including each of their directors, officers, employees, agents, stockholders, consultants, counsel, accountants and other representatives) make no express or implied representations or warranties whatsoever, including, without limitation, any representation or warranty as to physical condition or value of any of the Purchased Assets or the future profitability or future earnings performance of the Business. Buyer will accept the Purchased Assets and assume the Assumed Liabilities from and after Closing "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

ARTICLE V. PRE-CLOSING COVENANTS

The Parties agree as follows with respect to the period between the execution of this Agreement and Closing (except as otherwise expressly stated to apply to a different period):

Section 5.1 Certain Efforts; Cooperation.

(a) Subject to the terms and conditions of this Agreement, each of the Parties shall use its commercially reasonable efforts, subject to the orders of the Bankruptcy Court, to make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the conditions to the obligations of the Parties to consummate the Contemplated Transactions set forth in Article VII), except as otherwise provided in Section 5.2; provided, however, Sellers shall be entitled to take such actions as are required in connection with the discharge of their fiduciary duties during the Chapter 11 Cases.

(b) On and after Closing, Sellers and Buyer shall use their commercially reasonable efforts to take, or cause to be taken, all appropriate action, to do or cause to be done by Sellers and Buyer all things necessary under applicable Law, and to execute and deliver such documents, ancillary agreements and other papers as may be required to carry out the provisions of this Agreement and consummate and make effective the Contemplated Transactions, including in order to more effectively vest in Buyer all of Sellers' right, title, and interest to the Purchased

Assets, free and clear of all Liens (other than Permitted Liens expressly contemplated by the Sale Order); provided, however, that Sellers' obligations under this Section 5.1(b) shall only continue until the Chapter 11 Cases are closed or dismissed. Buyer shall at all times take all appropriate actions necessary to permit, and shall refrain from taking any action that would prevent, the Bankruptcy Court to make findings in the Sale Order that (a) Buyer is a good-faith buyer under Section 363(m) of the Bankruptcy Code, (b) the sale of the Purchased Assets contemplated hereby did not involve any improper conduct, including collusion, and cannot be avoided under grounds set forth under Section 363(n) of the Bankruptcy Code, and (c) Buyer is not a successor to Sellers with respect to the Purchased Assets.

Section 5.2 Notices and Consents.

(a) To the extent required by the Bankruptcy Code or the Bankruptcy Court, Sellers shall (i) give any notices to third parties, and each Seller shall use its commercially reasonable efforts to obtain any third party Consents or sublicenses and (ii) with respect to the Permits, licenses and other documents set forth on Schedule 3.12 of the Disclosure Schedule, to the extent any such Permits, licenses or other documents cannot either be transferred to Buyer or obtained by Buyer prior to Closing because of Governmental Entity action or inaction or requirements of applicable Law, to provide to Buyer, both prior to and after Closing, all support reasonably required to effectuate the transfer of such Permits, licenses and other documents, including, without limitation, providing information to Buyer or any Governmental Entity, preparing all required documentation or executing all documents necessary to support the transfer or issuance of such Permit to Buyer immediately following or within a reasonable time after the Closing.

(b) Sellers and Buyer shall cooperate with one another in promptly determining whether any filings are required to be or should be made or consents, approvals, permits or authorizations are required to be or should be obtained under any applicable Law in connection with this Agreement and the Contemplated Transactions and in promptly making any such filings, furnishing information required in connection therewith and seeking to obtain timely any such consents, permits, authorizations, approvals or waivers.

(c) Sellers shall not incur any costs associated with the obligations pursuant to this Section 5.2(a) and (b), other than such ordinary and reasonable professional fees as described in this Agreement as are required for Sellers to comply with the obligations hereunder, and Sellers' obligations hereunder shall only continue until the Chapter 11 Cases are closed or dismissed.

(d) Subject to the terms and conditions set forth in this Agreement and applicable Law, Buyer and Sellers shall (A) promptly notify the other Party of any communication to that Party from any Governmental Entity in respect of any filing, investigation or inquiry concerning this Agreement or the Contemplated Transactions, (B) if practicable, permit the other Party the opportunity to review in advance all the information relating to Sellers and their respective Subsidiaries or Buyer and the Buyer Affiliates, as the case may be, that appears in any filing made with, or written materials submitted to, any third party and/or any Governmental Entity in connection with the Agreement and the transactions contemplated by this Agreement and incorporate the other Party's reasonable comments, (C) not participate in any substantive meeting or discussion with any Governmental Entity in respect of any filing, investigation, or inquiry

concerning this Agreement and the transactions contemplated by this Agreement unless it consults with the other Party in advance, and, to the extent permitted by such Governmental Entity, gives the other Party the opportunity to participate in and/or attend such meeting and/or discussion, and (D) furnish the other Party with copies of all correspondences, filings, and written communications between them and their Subsidiaries and Representatives, on the one hand, and any Governmental Entity or its respective staff, on the other hand, with respect to this Agreement and the transactions contemplated by this Agreement, provided, however, that any materials or information provided pursuant to any provision of this Section 5.2(d) may be redacted before being provided to the other Party to remove references concerning (i) the valuation of Buyer, Sellers, or any of their Subsidiaries, (ii) financing arrangements, (iii) as necessary to comply with contractual arrangements, and (iv) as necessary to address reasonable privilege or confidentiality issues. Sellers and Buyer may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other under this Section 5.2(d) as “outside counsel only.” Such materials and the information contained therein shall be given only to the outside legal counsel and any retained consultants or experts of the recipient and shall not be disclosed by such outside counsel to employees, officers or directors of the recipient, unless express written permission is obtained in advance from the source of the materials (Sellers or Buyer, as the case may be). Each of Sellers and Buyer shall promptly notify the other Party if such Party becomes aware that any third party has any objection to the Agreement on antitrust or anti-competitive grounds. Notwithstanding the foregoing, Buyer shall have no obligations under this Section 5.2(d) with respect to communications between Buyer and its Representatives, on the one hand, and the North Carolina Department of Insurance and its Representatives, on the other, if such communications occur in the ordinary course of Buyer’s receivership proceedings and are not material to the consummation of the Contemplated Transactions.

Section 5.3 Bankruptcy Actions.

(a) Sale Order. The Sale Order shall be entered no later than three (3) days after the Sale Hearing. The Sale Order shall be in a form acceptable to Buyer in its reasonable discretion and provide, among other things, that:

- (i) this Agreement is valid and enforceable;
- (ii) this Agreement and the Contemplated Transactions are approved;
- (iii) on the Closing Date, the Purchased Assets shall be sold to Buyer free and clear of any and all Liens (except for Permitted Liens), including any liens granted during the Chapter 11 Cases;
- (iv) on the Closing Date, the Assumed Contracts shall be assumed by Sellers and assigned to Buyer pursuant to Section 365 of the Bankruptcy Code and Buyer shall pay to the applicable counterparties the Cure Costs that are Assumed Liabilities due in connection with the assumption and assignment of Assumed Contracts;
- (v) Sellers shall be entitled to assert any defenses against any claim asserted by any counterparty to the Assumed Contracts; and

(vi) all persons and entities, including, governmental, tax and regulatory authorities, lenders, trade, and other creditors holding interests or claims of any kind or nature whatsoever against Sellers or their assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, senior or subordinated), arising under or out of, in connection with or in any way relating to Sellers, the Purchased Assets, or the operations of Sellers prior to Closing shall have no claims against Buyer, any Buyer Affiliates, successors or assigns, property, or the Purchased Assets related to such interests or claims, subject to rights of parties or individuals for claims arising out of Assumed Liabilities.

(b) Sellers will provide Buyer with a reasonable opportunity to review and comment upon the Sale Order contemplated by this Agreement prepared by Sellers which shall be in final form reasonably acceptable to Buyer.

(c) The Sale Order shall contain findings by the Bankruptcy Court that (a) Buyer is a good-faith buyer under Section 363(m) of the Bankruptcy Code, (b) Buyer is not a successor to Sellers, and (c) the sale of the Purchased Assets contemplated hereby did not involve any improper conduct, including collusion, and cannot be avoided under grounds set forth under Section 363(n) of the Bankruptcy Code, unless in the reasonable judgment of Sellers' professionals, after consultation with Buyer, Sellers believe there exists a factual basis that would preclude the Bankruptcy Court from making such a finding.

(d) Sellers and Buyer agree to use commercially reasonable efforts to cooperate, assist and consult with each other to obtain the issuance and entry of the Sale Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court. The Sale Order shall also indicate that the transactions set forth in this Agreement may be consummated immediately upon entry of the Sale Order and pursuant to Fed. R. Bankr. P. 6004(h), the sale of the Purchased Assets is not stayed pending the expiration of fourteen (14) days from the date of entry of the Sale Order. In the event the Sale Order is appealed, Sellers shall use their commercially reasonable efforts to oppose any such appeal.

(e) Bankruptcy Court Approval of Sale. Sellers and Buyer shall cooperate, assist and consult with each other and each use commercially reasonable effort, to secure the entry of the Sale Order. In connection with the assumption and assignment of the Assumed Contracts pursuant to Section 365 of the Bankruptcy Code, Buyer shall take all actions reasonably required in the discretion of Buyer or otherwise as directed by the Bankruptcy Court to provide "adequate assurance of future performance" by Buyer under the Assumed Contracts after Closing.

(f) Good Faith Deposit. From and after the date hereof until the date that the Good Faith Deposit is disbursed or retained in accordance with this Agreement, Sellers shall deposit and maintain the Good Faith Deposit (including any increase thereto pursuant to Section 5.3(g) below) in a segregated, interest-bearing account in accordance with Section 345 of the Bankruptcy Code.

(g) Increase of Good Faith Deposit. Within one (1) Business Day following entry of the Sale Order, Buyer shall deliver to Sellers cash in an amount necessary to increase the

Good Faith Deposit to an amount equal to Eight Million Dollars (\$8,000,000), subject to the provisions of Section 5.13 hereof.

Section 5.4 Conduct of Business. From the date hereof until the earlier of the termination of this Agreement pursuant to Section 8.1 or the Closing Date, except (i) as disclosed on Schedule 5.4 of the Disclosure Schedule, (ii) as may be required by the Bankruptcy Court, (iii) for the consequences resulting from the continuation of the Chapter 11 Cases, or (iv) as may be required or contemplated by this Agreement, subject to the terms of the DIP Loan Documents, each Seller shall conduct, and shall cause its Affiliates to conduct, the Business and maintain the Purchased Assets in the Ordinary Course of Business and use its commercially reasonable efforts to preserve intact the Purchased Assets (and all goodwill relating thereto) and all respective relationships with customers, vendors, creditors, employees, landlords, agents, each Governmental Entity, and others having business relationships with them. Without limiting the generality of the foregoing, during the period from the date of this Agreement to Closing, except as otherwise contemplated by this Agreement or as Buyer shall otherwise consent in writing, each Seller shall, and shall cause each of its respective Affiliates to, do the following:

(a) pay all postpetition bills and invoices for postpetition goods or services when due, including rent, common area maintenance charges, taxes and other amounts due under the Leases that may become part of the Purchased Assets;

(b) continue to collect Accounts Receivable in a manner consistent with past practice, without discounting such Accounts Receivable;

(c) notify Buyer of any material adverse change in its condition (financial or otherwise), business, properties, assets or liabilities, or of the commencement of or any material development or disposition with respect to any material governmental complaints, investigations, or hearings (or any written threats thereof);

(d) in the Ordinary Course of Business, maintain and repair all of the Tangible Personal Property, all of the material equipment on the premises and the premises themselves;

(e) maintain in the Ordinary Course of Business customary amounts of cash, cash equivalents, and similar cash items in Sellers' respective safes, strongboxes, and lock boxes;

(f) use its commercially reasonable efforts to keep and maintain possession of and compliance with the terms of all Permits necessary or required by Law to own, lease and operate its respective properties (and the Purchased Assets) and to carry on the Business or that are material to the operation of the Business or the Purchased Assets, including by taking all actions and submitting all payments, applications, and filings necessary to renew any such Permit due to expire at any time before the Closing Date (or 60 days thereafter); and

(g) maintain insurance coverage with financially responsible insurance companies substantially similar in all material respects to the insurance coverage maintained by the Business and Sellers on the Petition Date.

Section 5.5 Certain Restricted Conduct. Except as set forth on Schedule 5.5 of the Disclosure Schedule and except as otherwise set forth in this Agreement or as Buyer shall

otherwise consent in advance in writing, during the period from the date of this Agreement to Closing, no Seller shall, and each Seller shall cause each of its respective Affiliates not to, with respect to the Purchased Assets:

(a) sell, lease, license, transfer, or dispose of other than in the Ordinary Course of Business any Purchased Assets;

(b) authorize or enter into any Contract, arrangement, or commitment other than a Contract that is in the Ordinary Course of Business;

(c) dispose of or permit to lapse any rights in, to or for the use of any material Intellectual Property Right;

(d) other than in the Ordinary Course of Business, including maintenance and repair, authorize, undertake, make, or enter into any commitments obligating any Seller to (i) make or accelerate any capital expenditures that cannot reasonably be substantially completed prior to Closing or (ii) undertake or approve any material renovation, repair, or rehabilitation of any Leased Real Property that cannot reasonably be substantially completed prior to Closing;

(e) (i) increase any compensation or enter into or amend, in a way that increases benefits, any employment, severance or other agreement with any of its officers, directors or employees, (ii) cause, encourage or solicit any Workforce Employer to increase any compensation or enter into or amend, in a way that increases benefits, any employment, severance or other agreement with any members of the Workforce Personnel, (iii) adopt any new Employee Benefit Plan or amend or terminate or increase the benefits under any existing Employee Benefit Plan (other than the 401(k) Plan which is subject to Section 6.12 below), except for changes which are required by Law and changes which are not more favorable to participants than provisions presently in effect, (iv) hire any employee or individual independent contractor with annual compensation in excess of \$75,000 (except to the extent such hire is in replacement of an existing employee with comparable compensation), or enter into any new employment or severance agreements that would result in post-termination payments that in the aggregate would exceed \$5,000 becoming due or payable upon termination of employment or of the individual independent contractor, or (v) assume or enter into any labor or collective bargaining agreement relating to the Business, any employee, or any Purchased Asset;

(f) take any action that would constitute or result in an event of default under any debtor in possession financing agreement or order, or cash collateral agreement;

(g) permit, offer, agree, or commit (in writing or otherwise) to permit any of the Purchased Assets to become subject, directly or indirectly, to any Lien, except for Permitted Liens, Liens existing on the date of this Agreement, and Liens granted before Closing in connection with any debtor in possession financing agreement or order, and/or cash collateral agreement;

(h) do any other act that would, or would reasonably be expected to, cause any representation or warranty of any Seller in this Agreement to be or become untrue in any material respect or intentionally omit to take any action necessary to prevent any such representation or warranty from being untrue in any material respect; or

(i) authorize or enter into any Contract, agreement, or commitment with respect to any of the foregoing.

No Seller nor any of its Affiliates shall: (i) renew any Lease nor suffer any person other than such Seller, its employees, agents, servants, and invitees to occupy or use the premises or any portion thereof, without in any case the express written consent of Buyer, which consent shall not be unreasonably withheld or (ii) terminate, amend, extend, renew, modify, breach, waive, or allow any rights to lapse under any Lease. If Sellers request such a consent from Buyer, the request shall be in writing specifying the terms of the renewal, termination, amendment, extension, modification and/or waiver, the identity of the proposed third party, assignee, or sub-lessee; the duration of said desired sublease or renewal, the date same is to occur, the exact location of the space affected thereby, and the proposed rentals on a square foot basis chargeable thereunder. Such request for Buyer consent shall be submitted to Buyer at least five (5) days in advance of the date on which Sellers desire to make such event occur.

Section 5.6 Notice of Developments. From the date hereof until the Closing Date, Sellers shall promptly disclose to Buyer, in writing (in the form of an updated Disclosure Schedule, if applicable):

(a) after attaining Sellers' Knowledge of any material failure of any Sellers to comply with or satisfy any of their covenants, conditions or agreements to be complied with or satisfied by them under this Agreement in any material respect; provided, however, that the delivery of any notice pursuant to this Section 5.6 shall not limit or otherwise affect the remedies available to Buyer;

(b) that (i) with respect to any matter hereafter arising to Sellers' Knowledge that, if existing or occurring at the date of this Agreement, would have been required to be set forth or described in any Schedule or (ii) is necessary to correct any information in such Schedules that, to Sellers' Knowledge, is inaccurate on account of the occurrence of an event described in subpart (b);

(c) any Material Adverse Effect;

(d) any fact, condition, change or event that, to Sellers' Knowledge, causes or constitutes a breach, in any material respect, of any of the representations or warranties or covenants of Sellers hereunder made as of the date hereof;

(e) any claim, assertion or statement of fact received from any Person that, if true, would cause or constitute a breach, in any material respect, of any of the representations or warranties or covenants of Sellers hereunder made as of the date hereof or otherwise materially impact the Business;

(f) the damage or destruction by fire or other casualty of any material Purchased Asset or part thereof;

(g) the loss of any Customers; and

(h) any correspondence to or from Lindberg, a Lindberg Affiliate, or any representative of Lindberg or a Lindberg Affiliate regarding the Business, the Workforce Personnel or the Purchased Assets.

Sellers hereby acknowledge that Buyer does not and shall not waive any right it may have hereunder solely as a result of any Schedule update pursuant to this Section 5.6 or such notifications, and any Schedule update or notification given pursuant to this Section 5.6 (including any supplement to the Schedules to this Agreement) shall: (i) not have any effect for purposes of Buyer's determining satisfaction of the conditions set forth in Article VII of this Agreement; and (ii) not in any way limit the Buyer's exercise of its rights hereunder.

Section 5.7 Access. Upon reasonable advance written request by Buyer, Sellers shall permit Buyer and its Representatives to have reasonable access during customary business hours, and in a manner so as not to interfere unreasonably with the regular business operations of Sellers, to all premises, properties, personnel, Records, and Contracts related to the Business, in each case, for the sole purpose of evaluating the Business; provided, however, that, for avoidance of doubt, the foregoing shall not require any Party to waive, or take any action with the effect of waiving, its attorney-client privilege or any confidentiality obligation to which it is bound with respect thereto or take any action in violation of applicable Law.

Section 5.8 Press Releases and Public Announcements. Provided that Sellers shall provide notice to and consult with Buyer in advance, to the extent permitted by Law or the order of the Bankruptcy Court, Sellers shall be entitled to disclose, if required by applicable Law or by order of the Bankruptcy Court, this Agreement and all information provided by Buyer in connection herewith to the Bankruptcy Court, the United States Trustee, the Committee, parties in interest in the Chapter 11 Cases, and other Persons bidding on assets of Sellers. Other than statements made in the Bankruptcy Court (or in pleadings filed therein), Sellers shall not issue (prior to, on, or after Closing) any press release or make any public statement or public communication regarding Buyer without the prior written consent of Buyer, which shall not be unreasonably withheld or delayed; provided, however, Sellers, without the prior consent of Buyer, may issue such press release or make such public statement as may, upon the advice of counsel, be required by applicable Law or any Governmental Entity with competent jurisdiction. Buyer, without the prior consent of Sellers, may issue such press release or make such public statement, filing or disclosure (x) prior to Closing, as may, upon the advice of counsel, be required by applicable Law or any Governmental Entity with competent jurisdiction and (y) after Closing, as it may wish.

Section 5.9 Bulk Transfer Laws. The Parties intend that pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets shall be free and clear of any Liens on the Purchased Assets (other than Permitted Liens), including any Liens arising out of the bulk transfer Laws, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order.

Section 5.10 Contracts. If at any time Sellers become aware, on or before Closing, of any heretofore unrejected Contract to which any of Sellers is a party that satisfies the conditions of Section 3.6, but has not been included on Schedule 3.6 of the Disclosure Schedule, Sellers shall promptly thereafter advise Buyer of the existence of such Contract and provide Buyer with a copy

thereof. Buyer shall have the right, for a period of five (5) Business Days following the delivery of any such Contract, to review such Contract and during such period Sellers shall refrain from modifying, terminating, or rejecting such Contract without Buyer's express prior written consent. Buyer shall have the option, exercisable by written notice to Sellers given within such five (5) Business Day period, to request that Sellers assume, assign, and sell such Contract to Buyer in accordance with Section 2.6. If Buyer fails or declines to exercise such option, Sellers may reject such Contract upon five (5) Business Days' notice to Buyer.

Section 5.11 Casualty, Condemnation, Loss of Lease.

(a) If, prior to Closing, any Leased Real Property and the associated improvements or any part thereof shall be subject to a taking by any Governmental Entity through condemnation, eminent domain or otherwise (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of such taking) (collectively, "Condemnation"), Buyer shall have the option, but not obligation, to take title to the Purchased Assets relating to such affected Leased Real Property and improvements notwithstanding such Condemnation. At Closing, Buyer, if it elects to accept such Leased Real Property that is subject to a Condemnation, shall succeed to (x) the rights of the respective Seller to the Condemnation proceeds, including insurance proceeds, with respect to a Condemnation ("Condemnation Proceeds"), and (y) the rights to settle any such Condemnation proceeding, and Buyer shall, at Closing succeed to the rights of the respective Seller to all required proofs of loss, assignments of claims, and similar items. If Buyer elects to accept such Leased Real Property in accordance with the preceding sentence, then such Seller, at Closing, shall assign to Buyer all right, title, and interest to any claims or proceeds such Seller may have. Sellers shall not settle any such proceedings without the consent of Buyer, such consent not to be unreasonably withheld or delayed.

(b) If, prior to Closing, any Leased Real Property and the associated improvements or any part thereof shall be destroyed or damaged by fire, earthquake, flood or other casualty (collectively, "Casualty"), Buyer shall have the option, but not the obligation, to take title to the Purchased Assets relating to such affected Leased Real Property and improvements. At Closing, Buyer, if it elects to accept such Leased Real Property that is subject to a Casualty, shall succeed to (x) the rights of the respective Seller to the Casualty proceeds, including insurance proceeds, with respect to such Casualty ("Casualty Proceeds"), including without duplication, giving Buyer a credit against the Purchase Price in the amount of the Casualty Proceeds actually received by such Seller and not applied by such Seller to repair prior to Closing, and (y) the rights to settle after Closing any loss under all policies of insurance applicable to the Casualty, and Buyer shall, at Closing and thereafter, succeed to the rights of Sellers to all required proofs of loss, assignments of claims and other similar items and Sellers shall, at Closing, assign same to Buyer. Sellers shall not settle any such claims without the consent of Buyer; such consent not to be unreasonably withheld or delayed.

Section 5.12 Intellectual Property. Sellers shall provide Buyer, no later than the Closing Date, all documentation necessary to establish and evidence Sellers' ownership or authority to use all of the Intellectual Property used in the Business, as currently used, each in form and substance reasonably satisfactory to Buyer.

Section 5.13 Limitations on DIP Loan. At no point shall the aggregate amount of (i) the outstanding Obligations (as defined in the DIP Loan Documents) owed to the DIP Lender and (ii) the Good Faith Deposit, as increased pursuant to Section 5.3(g) and including all interest accrued thereon, exceed an amount equal to Fourteen Million Dollars (\$14,000,000). Notwithstanding anything in the DIP Loan Documents or the Final Order to the contrary, the DIP Lender shall have no obligation to advance any funds under the DIP Loan Documents if such advance would, violate this Section 5.13.

ARTICLE VI. OTHER COVENANTS

The Parties agree as follows with respect to the period from and after Closing (or during such other periods or at such other times as contemplated by this Article VI), provided that (i) Sellers shall not incur any costs, associated with the obligations hereunder, other than such ordinary and necessary professional fees as are required for Sellers to comply with the obligations hereunder and (ii) Sellers' obligations hereunder shall only continue until the Chapter 11 Cases are closed or dismissed:

Section 6.1 Cooperation. Each of the Parties shall cooperate with each other, and shall use their commercially reasonable efforts to cause their respective Representatives to cooperate with each other, to provide an orderly transition of the Purchased Assets and Assumed Liabilities from Sellers to Buyer and to minimize the disruption to the Business resulting from the Contemplated Transactions.

Section 6.2 Further Assurances. In case at any time from and after Closing any further action is necessary or reasonably required to carry out the purposes of this Agreement, subject to the terms and conditions of this Agreement and the terms and conditions of the Sale Order, at any Party's request and sole cost and expense, each Party shall promptly take such further action (including the execution and delivery to any other Party of such other reasonable instruments of sale, transfer, conveyance, assignment, assumption and confirmation and providing materials and information) as another Party may reasonably request as shall be necessary to transfer, convey and assign to Buyer all of the Purchased Assets, to confirm Buyer's assumption of the Assumed Liabilities and to confirm Sellers' retention of the Excluded Assets and Excluded Liabilities. Without limiting the generality of this Section 6.2, to the extent that either Buyer or Sellers discover any additional assets or properties which the Parties mutually agree should have been transferred or assigned to Buyer as Purchased Assets but were not so transferred or assigned, Buyer and Sellers shall cooperate and promptly execute and deliver any instruments of transfer or assignment necessary to transfer and assign such asset or property to Buyer.

Section 6.3 Availability of Business Records. From and after Closing, Buyer shall promptly provide to Sellers and their respective Representatives, including any liquidating trustee appointed in the Chapter 11 Cases, (after reasonable notice and during normal business hours and without charge to Sellers) access to all Records included in the Purchased Assets for periods prior to Closing and reasonable access to Transferred Employees to the extent such access is necessary in order for Sellers (as applicable) to comply with applicable Law or any contract to which it is a party, for liquidation, winding up, Tax reporting or other proper purposes and so long as such access is subject to an obligation of confidentiality, and shall preserve such Records until the latest

of (i) seven years after the Closing Date, (ii) the required retention period for all government contact information, records or documents, (iii) the conclusion of all bankruptcy proceedings relating to the Chapter 11 Cases or (iv) in the case of Records related to Taxes, the expiration of the statute of limitation applicable to such Taxes. Such access shall include access to any information in electronic form to the extent reasonably available. Buyer acknowledges that Sellers have the right to retain copies of all of Records included in the Purchased Assets for periods prior to Closing. Prior to destroying any Records included in the Purchased Assets for periods prior to Closing, Buyer shall notify Sellers thirty (30) days in advance of any such proposed destruction of its intent to destroy such Records, and Buyer shall permit Sellers to retain such Records, at Sellers' cost and expense.

Section 6.4 Employee Matters.

(a) Sellers shall, effective as of the end of the day prior to the Closing Date, discharge all Current Employees. Sellers shall, effective as of the end of the day prior to the Closing Date, terminate all agreements providing for the work of all Current FTEs. Prior to Closing, Buyer may, but shall not be obligated to, offer (or cause a designee of Buyer to offer), to employ or directly engage as an independent contractor those Current Employees, Current FTEs and members of the Workforce Personnel desired to be employed or directly engaged by Buyer, in Buyer's sole discretion, to operate the Business, with employment or engagement, as applicable, commencing as of the Closing Date. For purposes of this Agreement, each Current Employee, Current FTE and member of the Workforce Personnel who receives such an offer of employment or direct engagement shall be collectively referred to as an "Offeree." Prior to the Closing Date, Buyer will provide Sellers with a schedule setting forth a list of the names of all Offerees. Each Offeree who is a Current Employee and who accepts such offer prior to Closing shall be referred to herein as a "Transferred Employee."

(b) Each Current Employee of Sellers who is not a Transferred Employee shall be referred to herein as an "Excluded Employee."

(c) Following the date of this Agreement,

(i) Sellers shall allow Buyer or any of its Representatives reasonable access upon reasonable advance notice to meet with and interview the Current Employees during normal business hours;

(ii) Sellers shall use their commercially reasonable efforts to obtain for Buyer or any of its Representatives the right to have access upon reasonable advance notice to meet with and interview any Current FTEs and members of the Workforce Personnel during normal business hours;

(iii) Sellers shall not, nor shall Sellers authorize or direct or give express permission to any Person or assist any Person, to (A) interfere with Buyer's or its Representatives' rights under Section 6.4(a) to make offers of employment to any Offeree, or (B) solicit or encourage any Offeree not to accept, or to reject, any such offer of employment;

(iv) Sellers shall provide reasonable cooperation and information to Buyer or the relevant Representative as reasonably requested by Buyer or such Representative with respect to its determination of appropriate terms and conditions of employment for any Offeree;

(v) Sellers acknowledge their responsibility to provide COBRA coverage to all Excluded Employees pursuant to Law;

(vi) Sellers shall process the payroll for and pay, or cause to be paid, the base wages, base salary and benefits that are due and payable on or prior to the Closing Date with respect to all employees of Sellers no later than the date such wages or salary would normally be paid. Seller shall withhold, fund and remit all applicable payroll taxes as required by Law on or prior to the Closing Date with respect to all employees of Sellers as of such date;

(vii) Buyer or Buyer's designee shall process the payroll for and shall pay, or cause to be paid, base wages, base salary, and benefits that accrue after the Closing Date with respect to all Transferred Employees. Buyer or Buyer's designee shall withhold and remit all applicable payroll taxes as required by Law after the Closing Date with respect to Transferred Employees. In addition, as part of the wind-down expenses, Sellers shall (or shall cause their designee to) process all employee and Tax reporting covering the periods prior to Closing in connection with the Excluded Employees and the Transferred Employees that will be required to be prepared and delivered after Closing. Nothing herein shall be construed as requiring, and neither Sellers nor any of their Affiliates shall take any affirmative action that would have the effect of requiring Buyer to continue any specific employee benefit plan or to continue the employment of any specific person. Nothing in this Agreement shall create or be construed as creating any contract of employment or as conferring upon any Transferred Employee or upon any other person, other than the parties to this Agreement in accordance with its terms, any rights to enforce any provisions of this Agreement under ERISA or otherwise; and

(viii) In connection with Closing, and to the extent permitted by Law, Sellers shall transfer to Buyer an amount, in cash, representing the aggregate contributions of each Transferred Employee then participating in any flexible spending arrangements of Sellers, net of reimbursements paid prior to the date of transfer (but not less than zero). Buyer shall cause such amounts to be credited to each such Transferred Employee's accounts under Buyer's corresponding health and dependent care spending account plan in effect for such employees as of the Closing Date, and all claims for reimbursement which have not been paid as of the date of the transfer to Buyer and credited under Sellers' flexible spending plan shall be paid pursuant to and under the terms of Buyer's plan. In the event that applicable Law prohibits the transfer of the flexible spending accounts to Buyer, Buyer shall take such actions as are necessary to administer post-Closing Sellers' flexible spending plan. Sellers shall reasonably cooperate with Buyer in connection with Buyer's administration of the flexible spending plan, including without limitation promptly transferring control of any accounts to Buyer.

(ix) Within ten (10) Business Days from the date hereof, Buyer will provide Sellers a list of members of the Workforce Personnel who Buyer desires to continue performing work and services in furtherance of the Business from and after Closing (the “Designated Workforce Members”). Buyer will concurrently provide Sellers a list of those Designated Workforce Members who Buyer requires to be available to provide work and services in furtherance of the Business from and after Closing (the “Critical Workforce Members”). Sellers shall cooperate with Buyer with respect to Buyer’s efforts to develop the lists of Designated Workforce Personnel and Critical Workforce Personnel

Section 6.5 Recording of Intellectual Property Assignments. All of the Intellectual Property Assignments shall be recorded and filed by Buyer with the appropriate Governmental Entities as promptly as practicable following Closing.

Section 6.6 Transfer Taxes. To the extent not exempt under Section 1146 of the Bankruptcy Code, Buyer shall pay any stamp, documentary, registration, transfer, added-value or similar Tax (each, a “Transfer Tax”) imposed under any applicable Law in connection with the transactions contemplated by this Agreement. Each Seller and Buyer shall cooperate to prepare and timely file any Tax Returns required to be filed in connection with Transfer Taxes described in the immediately preceding sentence.

Section 6.7 Wage Reporting. Buyer agrees to, or to cause the Buyer Affiliates to, and Sellers agree to, or to cause their Affiliates to, utilize the standard procedure set forth in Internal Revenue Service Revenue Procedure 2004-53 with respect to wage reporting.

Section 6.8 Insurance Policies.

(a) To the extent that any current or prior Insurance Policy is not transferable to Buyer at Closing in accordance with the terms thereof, each Seller, as applicable, shall hold such Insurance Policy for the benefit of Buyer, shall reasonably cooperate with Buyer (at Buyer’s cost and expense) in pursuing any claims thereunder, and shall pay over to Buyer promptly any insurance proceeds paid or recovered thereunder with respect to the Purchased Assets or the Assumed Liabilities. In the event Buyer determines to purchase replacement coverage with respect to any such Insurance Policy, Sellers shall reasonably cooperate with Buyer to terminate such Insurance Policy to the extent only applicable to the Purchased Assets. For the avoidance of doubt, any refunded or returned insurance premiums related to any Insurance Policy shall be returned to Sellers and shall not constitute a Purchased Asset.

(b) To the extent that any current or prior Insurance Policy of any Seller relates to the Purchased Assets or Assumed Liabilities and the Excluded Assets or the Excluded Liabilities, and such Insurance Policy is transferred to Buyer at Closing, Buyer shall hold such Insurance Policy with respect to the Excluded Assets or Excluded Liabilities, as applicable, for the benefit of Sellers, shall reasonably cooperate with Sellers in pursuing any claims thereunder (at no additional cost or expense to Buyer), and shall pay over to Sellers promptly any insurance proceeds paid or recovered thereunder with respect to the Excluded Assets or the Excluded Liabilities.

(c) Notwithstanding subparagraphs (a) and (b) above, nothing in this Article or Agreement shall transfer any directors and officers' liability insurance policies relating to Sellers to Buyer. Sellers' obligations under this Section shall only continue until the Chapter 11 Cases are closed or dismissed.

Section 6.9 Collection of Accounts Receivable.

(a) As of the Closing Date, each Seller hereby (i) authorizes Buyer to open any and all mail addressed to any Seller relating to the Business, the Purchased Assets or the Assumed Liabilities if received on or after the Closing Date and (ii) appoints Buyer as its attorney-in-fact to endorse, cash and deposit any monies, checks or negotiable instruments received by Buyer after the Closing Date with respect to Accounts Receivable that are Purchased Assets or accounts receivable relating to work performed by Buyer after Closing, as the case may be, made payable or endorsed to any Seller or Sellers' order, for Buyer's own account.

(b) As of the Closing Date, each Seller agrees that any monies, checks or negotiable instruments received by any Seller after the Closing Date with respect to Accounts Receivable that are Purchased Assets or accounts receivable relating to work performed by Buyer after Closing, as the case may be, shall be held in trust by such Seller for Buyer's benefit and account, and promptly upon receipt by a Seller of any such payment (but in any event within five (5) Business Days of such receipt), such Seller shall pay over to Buyer or its designee the amount of such payments. In addition, Buyer agrees that, after Closing, it shall hold and shall promptly transfer and deliver to Sellers, from time to time as and when received by Buyer or any Buyer Affiliate (but in any event within five (5) Business Days of such receipt), any cash, checks with appropriate endorsements, or other property that Buyer or any Buyer Affiliates may receive on or after Closing which properly belongs to Sellers hereunder, including any Excluded Assets.

(c) As of the Closing Date, Buyer shall have the sole authority to bill and collect Accounts Receivable that are Purchased Assets and accounts receivable relating to work performed, goods sold, or services provided by Buyer after Closing.

Section 6.10 Use of Name and Marks. Neither Sellers nor any of their respective Affiliates or Subsidiaries shall use, license or authorize any third party to use, any name, slogan, logo or trademark which is similar or deceptively similar to any of the names, trademarks or service marks included in the Intellectual Property included in the Purchased Assets.

Section 6.11 Data Privacy Protection. Buyer acknowledges that the Purchased Assets include personally identifiable information ("PII") within the meaning of Section 363(b) of the Bankruptcy Code, along with associated personal information about Sellers' customers. Each Seller agrees to take such action reasonably requested by Buyer, including amending their privacy policies with respect to PII, as may be necessary to transfer the PII to Buyer, including sending a notice to the subjects of the PII and giving each such subject the right to object to the transfer of the PII.

Section 6.12 401-K Plan. Not less than two (2) Business Days before the anticipated Closing Date, the board of directors or managers of each Seller shall adopt resolutions and take such action as is necessary to terminate any Employee Benefit Plan that is maintained pursuant to

Section 401(k) of the Code, including the 401(k) Plan, effective as of the date prior to the Closing Date, with the form and substance of such resolutions subject to Buyer's prior review and reasonable approval. Following Closing, the assets thereof shall be distributed to the participants, and Buyer shall, to the extent permitted by any "eligible retirement plan" (within the meaning of Section 401(a)(31) of the Code) of Buyer or any of its Subsidiaries (the "Buyer 401(k) Plan") and consistent with Buyer policies with respect to Buyer's current employees, permit the Transferred Employees who are then actively employed to make rollover contributions of "eligible rollover distributions" (within the meaning of Section 401(a)(31) of the Code, inclusive of loans to participants), in the form of cash (or, in the case of loans, notes), in an amount equal to the eligible rollover distribution portion of the account balance distributed to such Transferred Employee from the Seller 401(k) Plan to Buyer 401(k) Plan. Buyer shall be responsible for the post-Closing administration and winding down of the 401(k) Plan following its termination by Sellers. Sellers shall reasonably cooperate with Buyer in connection with Buyer's administration of the winding down of the 401(k) Plan, including without limitation promptly providing all employee data and 401(k) Plan information reasonably necessary to make Form 5500 filings and perform any audits in connection with the winding down of the 401(k) Plan.

ARTICLE VII. CONDITIONS TO CLOSING

Section 7.1 Conditions to Buyer's Obligations. Subject to Section 7.3, Buyer's obligation to consummate the Contemplated Transactions in connection with Closing is subject to satisfaction or waiver of the following conditions:

(a) as of the date hereof and as of Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) each representation or warranty of any Seller contained in Section 3.1, through Section 3.2 shall be true and correct in all respects, and (ii) each other representation or warranty set forth in Article III shall be true and correct in all respects, except where the failure of such representations and warranties referred to in this clause (ii) to be true and correct, individually or in the aggregate with other such failures, has not had, and would not reasonably be expected to have, a Material Adverse Effect; provided, however, that for purposes of determining the accuracy of representations and warranties referred to in clause (ii) for purposes of this condition, all qualifications as to "materiality" and "Material Adverse Effect" contained in such representations and warranties shall be disregarded;

(b) Sellers shall have performed and complied with their covenants and agreements hereunder to the extent required to be performed prior to Closing, and Sellers shall have caused the documents and instruments required by Section 2.8(a) to be delivered to Buyer (or tendered subject only to Closing);

(c) either (i) any Contract between one or more Sellers, on the one hand, and Amazon Web Services, Inc. ("AWS"), on the other hand, is an Assumed Contract pursuant to the Sale Order, or (ii) AWS and the Buyer (or a designee of Buyer) have entered into a new Contract, in form and substance satisfactory to Buyer, which Contract shall become effective on the Closing Date;

(d) Effective as of Closing, Sellers shall:

(i) confirm in writing that, as of Closing, Workforce Subsidiaries collectively employ or directly engage (A) all Critical Workforce Members and (B) no less than 85% of the other Designated Workforce Members; or

(ii) enter into one or more Workforce PEO Services Agreements, each in form and substance satisfactory to Buyer in all respects, with one or more Workforce PEOs that, as of Closing, collectively employ or directly engage (A) all Critical Workforce Members and (B) no less than 85% of the other Designated Workforce Members; or

(iii) otherwise, in a manner approved by Buyer in writing in advance and on terms and conditions satisfactory to Buyer in all respects, arrange for the employment or direct engagement of (A) all Critical Workforce Members and (B) no less than 85% of the other Designated Workforce Members by a Person other than the Workforce Employers or a Lindberg Affiliate in a manner that provides for such Critical Workforce Members and Designated Workforce Members to continue providing work and services with respect to the Business from and after Closing.

If Sellers use one or more Workforce Subsidiaries to fulfill their obligations under this, Sellers shall not have caused or permitted any Workforce Subsidiary to acquire any assets, assume any liabilities, enter into any Contracts, or take any actions except (i) to the extent necessary for Sellers to fulfill their obligations under this or (ii) as authorized in advance by Buyer in writing.

(e) no Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced, or entered any Decree that is in effect and that has the effect of making Closing illegal or otherwise prohibiting the consummation of Closing;

(f) the Final Order and the Sale Order are both (x) in form and substance reasonably acceptable to Buyer, and (y) the Final Order shall be a final, non-appealable order;

(g) the Sale Order shall have been entered by the Bankruptcy Court, which shall include a waiver of the fourteen (14) day stay set forth in Rule 6004(h) of the Federal Rules of Bankruptcy Procedure, and shall be a final, non-appealable order;

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

(i) Sellers shall have delivered a certificate from an authorized officer of each Seller to the effect that each of the conditions specified in Section 7.1(a), Section 7.1(b), Section 7.1(c), Section 7.1(d), and Section 7.1(h) has been satisfied.

Section 7.2 Conditions to Sellers' Obligations. Subject to Section 7.3, Sellers' obligation to consummate the Contemplated Transactions in connection with Closing are subject to satisfaction or waiver by Buyer of the following conditions:

(a) as of the date hereof and as of Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) each representation or warranty contained in Section 4.1, Section 4.2 or Section 4.3 shall be true and correct in all respects, and (ii) each other representation or warranty set forth in Article IV shall be true and correct in all respects, except where the failure of such representations and warranties referred to in this clause (ii) to be true and correct, individually or in the aggregate with other such failures, would not reasonably be expected to materially prevent, restrict or delay the consummation of the Contemplated Transactions or the transactions contemplated by any Related Agreement; provided, however, that for purposes of determining the accuracy of representations and warranties referred to in clause (ii) for purposes of this condition, all qualifications as to “materiality” contained in such representations and warranties shall be disregarded;

(b) Buyer shall have performed and complied with its covenants and agreements hereunder to the extent required to be performed prior to Closing in all material respects, and Buyer shall have caused the documents, instruments and payments required by Section 2.8(b) to be delivered to Sellers (or tendered subject only to Closing);

(c) no Governmental Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Decree that is in effect and that has the effect of making the Closing illegal or otherwise prohibiting the consummation of Closing;

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

(e) Buyer shall have delivered a certificate from an authorized Representative of Buyer to the effect that each of the conditions specified in Section 7.2(a) and Section 7.2(b) has been satisfied.

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

ARTICLE VIII. TERMINATION

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

(a) by the mutual written consent of Buyer, on the one hand, and Sellers, on the other hand;

(b) by Buyer by giving written notice to Sellers at any time prior to Closing
(i) in the event Sellers have breached any material covenant contained in this Agreement in any

material respect, Buyer has notified Sellers of the breach, and the breach has continued without cure for a period of ten (10) Business Days after the notice of the breach, or (ii) in the event that any condition set forth in Section 7.1 is not satisfied or shall become incapable of being satisfied by the Outside Date and such condition is not waived by Buyer, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants hereof to be performed or complied with by it prior to Closing;

(c) by Buyer, by written notice to the Sellers if the Bankruptcy Court does not enter the Sale Order by May 13, 2024, in form and substance reasonably acceptable to Buyer;

(d) by Sellers by giving written notice to Buyer at any time prior to Closing in the event that (i) Buyer has breached a material covenant of Buyer contained in this Agreement in a material respect, and such breach has the effect of materially impairing or restricting the consummation of Closing, (ii) Sellers have notified Buyer of the breach in writing, setting out with reasonable specificity how it impairs or restricts the consummation of Closing, (iii) the breach has continued without cure for a period of ten (10) Business Days after receipt of the notice of the breach, and (iv) Sellers are not in material breach of this Agreement at the time of delivery of Sellers' termination notice or any such breach has been waived by Buyer;

(e) by Sellers by giving written notice to Buyer at any time prior to Closing in the event that any condition set forth in Section 7.2(c) shall become incapable of being satisfied and such condition is not waived by Sellers, unless such failure shall be due to the failure of Sellers to perform or comply with any of the covenants hereof to be performed or complied with by them prior to the Closing; or

(f) automatically and without any action or notice by Sellers to Buyer, or Buyer to Sellers, immediately upon the issuance of a final and non-appealable order, decree, or ruling by a Governmental Entity to permanently restrain, enjoin or otherwise prohibit Closing.

Notwithstanding anything to the contrary contained herein, and except as otherwise provided for herein (including without limitation in Section 7.1(c)), in no event may Buyer terminate this Agreement under Section 8.1(b) solely on account of Buyer's failure to satisfy the conditions contained in Sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code with respect to any proposed Assumed Contract or on account of Buyer's failure to comply with the covenants set forth in this Agreement. Notwithstanding anything to the contrary contained herein, Sellers shall have no right to terminate this Agreement or abandon the Contemplated Transactions on the basis of the condition in Section 7.2(d) not being satisfied; provided, however that Sellers shall not be obligated to consummate the Contemplated Transactions unless and until the condition in Section 7.2(d) is satisfied.

Section 8.2 Procedure upon Termination. In the event of termination and abandonment by Buyer, on the one hand, or Sellers, on the other hand, or both, pursuant to Section 8.1, written notice thereof shall forthwith be given to the other Party or Parties, and this Agreement shall terminate and the Contemplated Transactions shall be abandoned, without further action by Buyer or Sellers.

Section 8.3 Effect of Termination.

(a) Except as otherwise expressly set forth in this Agreement, nothing herein shall relieve any Party from liability for any breach of covenant occurring prior to any termination of this Agreement.

(b) If this Agreement is terminated pursuant to Section 8.1(a)–(c) or Section 8.1(e)–(f) or any other reason other than a termination by Sellers in accordance with Section 8.1(d), Sellers shall refund the Good Faith Deposit (including all amounts delivered to Sellers pursuant to Section 5.3(g) and all interest accrued thereon) to Buyer within 3 business days by wire transfer of immediately available funds to an account specified by Buyer to the Sellers in writing.

(c) The Confidentiality Agreement shall survive any termination of this Agreement and nothing in this Section 8.3 shall relieve Buyer or Sellers of their respective obligations under the Confidentiality Agreement.

(d) No termination of this Agreement pursuant to Section 8.1 shall be effective until written notice thereof is given to the non-terminating Party specifying the provision hereof pursuant to which such termination is made. If the transactions contemplated hereby are not consummated (i) this Agreement shall become null and void and of no further force and effect (except that Article I (Definitions), Article IX (Miscellaneous), and this Article VIII (Termination) shall survive any such termination); and (ii) if this Agreement is terminated by Buyer pursuant to a termination right set forth in this Article VIII or by Sellers for any reason other than under Section 8.1(d), Sellers shall not be entitled to any damages, losses, or payment from Buyer, and Buyer shall have no further liability of any kind to Sellers, any of their Affiliates, or any third party on account of this Agreement. The Parties hereby agree that it is impossible to determine accurately the amount of damages that Sellers would suffer if the transactions contemplated hereby were not consummated as a result of a breach of this Agreement by Buyer. As a result, notwithstanding anything in this Agreement to the contrary, Sellers and Buyer hereby agree that, in the event of a termination of this Agreement by Sellers under and in accordance with Section 8.1(d), (i) the Good Faith Deposit (and all interest accrued thereon) shall be delivered to Sellers as liquidated damages against Buyer for all liabilities of Buyer under this Agreement and (ii) such liquidated damages shall be the sole and exclusive remedy, at Law and equity, of Sellers against Buyer for Buyer's breach and such termination and Buyer shall have no further liability of any kind to Sellers, any of their Affiliates, or any third party on account of this Agreement.

(e) Nothing herein shall preclude Buyer or Sellers from exercising their respective remedies under Section 9.1.

**ARTICLE IX.
MISCELLANEOUS**

Section 9.1 Remedies. Except for Buyer's failure to purchase the Purchased Assets, as contemplated by Section 8.3(d), for which the Good Faith Deposit is a fair and reasonable estimate of Sellers' damages, Sellers recognize that if any Seller breaches or refuses to perform any covenant set forth in this Agreement, monetary damages alone would not be adequate to compensate Buyer for its injuries. Buyer shall therefore be entitled, in addition to any other

remedies that may be available, to obtain specific performance of, or to enjoin the violation of, the terms of such covenants. If any Litigation is brought by Buyer to enforce such covenants, Sellers shall waive the defense that there is an adequate remedy at Law. Sellers agree to waive any requirement for the security or posting of any bond in connection with any Litigation seeking specific performance of, or to enjoin the violation of, such covenants. Sellers agree that the only permitted objection that any Seller may raise in response to any action for specific performance of such covenants is that it contests the existence of a breach or threatened breach of such covenants.

Section 9.2 Expenses. Except as otherwise provided in this Agreement, the Sale Order, the Bidding Procedure Order, the DIP Loan Documents or a Related Agreement, Sellers and Buyer shall bear their own expenses, including attorneys' fees, incurred in connection with the negotiation and execution of this Agreement, the Related Agreements and each other agreement, document and instrument contemplated by this Agreement and the consummation of the Contemplated Transactions. Notwithstanding the foregoing, in the event of any action or proceeding to interpret or enforce this Agreement, the prevailing Party in such action or proceeding (*i.e.*, the Party who, in light of the issues contested or determined in the action or proceeding, was more successful) shall be entitled to have and recover from the non-prevailing Party such costs and expenses (including, but not limited to, all court costs and reasonable attorneys' fees) as the prevailing Party may incur in the pursuit or defense thereof.

Section 9.3 Entire Agreement. This Agreement and the Related Agreements constitute the entire agreement among the Parties and supersede any prior understandings, agreements or representations (whether written or oral) by or among the Parties, written or oral, with respect to the subject matter hereof; provided, however, that the Confidentiality Agreement shall survive as provided in Section 8.3(c).

Section 9.4 Incorporation of Schedules, Exhibits and Disclosure Schedule. The schedules, appendices and exhibits to this Agreement, the documents and other information made available in the Disclosure Schedule are incorporated herein by reference and made a part hereof.

Section 9.5 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party except as expressly provided herein. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent default, misrepresentation or breach of warranty or covenant. No conditions, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Agreement shall be binding unless this Agreement is amended or modified in writing pursuant to the first sentence of this Section 9.5 except as expressly provided herein. Except where a specific period for action or inaction is provided herein, no delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

Section 9.6 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. None of the Parties may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of all Parties; provided, however, that Buyer may elect to have any or all of the Purchased Assets conveyed or transferred to, or any or all of the Assumed Liabilities assumed by, one or more of the Buyer Affiliates or as may otherwise be designated by Buyer from time to time prior to Closing; provided, however, Buyer shall remain liable for all of its obligations to Sellers under this Agreement after any such assignment; provided, further, that Sellers shall be permitted to assign any of their rights hereunder pursuant to a confirmed chapter 11 plan or pursuant to an order of the Bankruptcy Court.

Section 9.7 Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing except as expressly provided herein. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient; (ii) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); (iii) when sent by email (with written confirmation of transmission); or (iv) three (3) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to any Seller, then to:

Eye Care Leaders Portfolio Holdings, LLC
555 S. Mangum Street, Suite 100
Durham, NC 27701
Attention: Sophie Turrell, CEO
Email: Sophie.Turrell@eyecareleaders.com

with a copy to:

Gray Reed
1601 Elm Street, Suite 4600
Dallas, Texas 75201
Attention: Jason S. Brookner
Amber M. Carson
Emily F. Shanks
Email: jbrookner@grayreed.com
acarson@grayreed.com
eshanks@grayreed.com

If to Buyer, then to:

Colorado Bankers Life Insurance Company
c/o Noble Consulting Services, Inc.
211 N Pennsylvania Street
Indianapolis, IN 46204
Attention: Special Deputy Receiver
Email: mdinius@noblecon.net
jmurphy@noblecon.net

with copies (which shall not constitute notice) to:
Williams Mullen
301 Fayetteville Street, Suite 1700
Raleigh, NC 27601
Attention: David F. Paulson, Esq.
Christopher A. Moore, Esq.
Email: dpaulson@williamsmullen.com
cmoore@williamsmullen.com

and

Squire Patton Boggs (US) LLP
1211 Avenue of the Americas, 26th Floor
New York, NY 10036
Attention: Norman N. Kinel, Esq.
Email: norman.kinel@squirepb.com

Any Party may change the mailing address or email address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner set forth in this Section 9.7.

Section 9.8 Governing Law; Jurisdiction. This Agreement and each of the Related Agreements shall in all aspects be governed by and construed in accordance with the internal Laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of North Carolina, and the obligations, rights and remedies of the Parties shall be determined in accordance with such Laws. The Parties agree that any dispute arising under this Agreement prior to the Closing Date shall be brought exclusively in the Bankruptcy Court. The Parties further agree that after the Closing Date, (a) any Litigation against Buyer arising from this Agreement shall be brought exclusively in the Wake County Superior Court of North Carolina (the "Wake County Court") and each of the Parties hereby irrevocably consents to the jurisdiction of the Wake County 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 Wake Country Court or that any such suit, action or proceeding which is brought in the Wake Country Court has been brought in an inconvenient forum, and (b) any Litigation against Sellers or their bankruptcy estates arising from

this Agreement shall be brought either in the Wake County Court or the Bankruptcy Court and each of the Parties hereby irrevocably consents to the jurisdiction of the Wake County 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 Wake Country Court or that any such suit, action or proceeding which is brought in the Wake Country Court has been brought in an inconvenient forum.

Section 9.9 Excluded Privileged Communications.

(a) Parties hereby acknowledge and agree that notwithstanding any provision of this Agreement, none of the Buyer or any Buyer Affiliates shall have access to (and each hereby waives any right of access it may otherwise have with respect to) any Excluded Privileged Communications, whether or not the Closing occurs. Without limiting the generality of the foregoing, the Buyer hereby acknowledges and agrees, upon and after the Closing: (i) none of the Buyer or any Buyer Affiliates shall be a holder of, or have any right, title or interest to the Excluded Privileged Communications, (ii) only the Sellers shall hold property rights in the Excluded Privileged Communications and shall have the right to waive or modify such property rights, and (iii) the Sellers shall have no duty whatsoever to reveal or disclose any Excluded Privileged Communications to Buyer or any Buyer Affiliates.

(b) To the extent that any Excluded Privileged Communications are disclosed or made available to the Buyer, the Parties hereby agree (i) that the disclosure, receipt and/or review of such Excluded Privileged Communication is entirely inadvertent and shall not waive, modify, limit or impair in any form or fashion the protected nature of the Excluded Privileged Communications, (ii) it is their desire, intention and mutual understanding that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, common interest privilege, work product doctrine or other applicable privilege, and (iii) the Sellers shall have the right in their sole discretion and at any time to require the return and/or destruction of the Excluded Privileged Communications.

Section 9.10 Consent to Service of Process. Each of the Parties hereby consents to process being served by any Party, respectively, in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 9.7.

Section 9.11 WAIVERS OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE RELATED AGREEMENTS OR THE CONTEMPLATED TRANSACTIONS OR THEREBY.

Section 9.12 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry

out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability in any one jurisdiction affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 9.13 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

Section 9.14 No Survival of Representations, Warranties and Agreements. None of the Parties' representations and warranties in this Agreement, including any rights of any other Party or any third party arising out of any breach of such representations and warranties, shall survive Closing. None of the Parties' covenants or other agreements in this Agreement, including any rights of any other Party or any third party arising out of any breach of such covenants and other agreements, shall survive Closing, except for (i) those covenants and agreements contained herein that by their terms apply or are to be performed in whole or in part after the Closing, (ii) this Article IX, and (iii) all defined terms set forth in Article I that are referenced in the foregoing provisions referred to in clauses (i) and (ii) above.

Section 9.15 Construction. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice versa. The word "including" and "include" and other words of similar import shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereto" and "hereby," and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision of this Agreement. Unless expressly stated in connection therewith or the context otherwise requires, the phrase "relating to the Business" and other words of similar import shall be deemed to mean "relating to the operation of the Business as conducted as of the date hereof." Except as otherwise provided herein, references to Articles, Sections, clauses, subclauses, subparagraphs, Schedules, Exhibits, Appendices and the Disclosure Schedule herein are references to Articles, Sections, clauses, subclauses, subparagraphs, Schedules, Appendices, Exhibits and the Disclosure Schedule of this Agreement. Any reference herein to any Law (or any provision thereof) shall include such Law (or any provision thereof) and any rule or regulation promulgated thereunder, in each case, including any successor thereto, and as it may be amended, modified or supplemented from time to time. Any reference herein to "dollars" or "\$" means United States dollars.

Section 9.16 Computation of Time. In computing any period of time prescribed by or allowed with respect to any provision of this Agreement that relates to Sellers or the Chapter 11 Cases, the provisions of rule 9006(a) of the Federal Rules of Bankruptcy Procedure shall apply.

Section 9.17 Mutual Drafting. Each of the Parties has participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no

presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 9.18 Disclosure Schedule. All capitalized terms not defined in the Disclosure Schedule shall have the meanings ascribed to them in this Agreement. The representations and warranties of Sellers in this Agreement are made and given, and the covenants are agreed to, subject to the disclosures and exceptions set forth in the Disclosure Schedule. The disclosure of any matter in any section of the Disclosure Schedule shall be deemed to be a disclosure with respect to any other sections of the Disclosure Schedule to which such disclosed matter reasonably relates, but only to the extent that such relationship is reasonably apparent on the face of the disclosure contained in the Disclosure Schedule. The listing of any matter shall expressly not be deemed to constitute an admission by Sellers, or to otherwise imply, that any such matter is material, is required to be disclosed under this Agreement or falls within relevant minimum thresholds or materiality standards set forth in this Agreement. No disclosure in the Disclosure Schedule relating to any possible breach or violation of any Contract or law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. In no event shall the disclosure of any matter in the Disclosure Schedule be deemed or interpreted to expand the scope of Sellers' representations, warranties and/or covenants set forth in this Agreement. All attachments to the Disclosure Schedule are incorporated by reference into the Disclosure Schedule in which they are directly or indirectly referenced. The information contained in the Disclosure Schedule is in all events subject to the Confidentiality Agreement.

Section 9.19 Headings; Table of Contents. The section headings and the table of contents contained in this Agreement and the Disclosure Schedule are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.20 Counterparts; Facsimile and Email Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile, email with scan attachment copies, or other electronic signature method, including DocuSign, each of which shall be deemed an original.

Section 9.21 Time of Essence. Time is of the essence of this Agreement.

[END OF PAGE]

[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGES TO ASSET PURCHASE AGREEMENT

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

SELLERS:

Eye Care Leaders Portfolio Holdings, LLC,
ECL PH Services Group, LLC,
ECL Group, LLC,
Eye Care Leaders Holdings, LLC,
Alta Billing Holdings, LLC,
Alta Billing, LLC,
Canta Health, LLC,
DJRTC, LLC,
ECL Holdings, LLC,
iMedicWare, Inc.,
IMW EMR, LLC,
IMW Holdings, LLC,
Insight Software, LLC,
Integrity EMR Holdings, LLC,
Integrity EMR, LLC,
IO Practiceware, Inc.,
IOPW Holdings, LLC,
IOPW, LLC,
Keymed Holdings, LLC,
Keymed, LLC,
MD Office, LLC,
MDO Group Holdings, LLC,
MDX, LLC,
Medflow Holdings, LLC,
Medflow, Inc.,
MNI Holdings, LLC,
MRX Holdings, LLC,
My Vision Express, Inc.,
Penn Medical Informatics Systems, LLC,
PI Software Holdings, LLC,
PI Software, LLC,
PMX, LLC,
Revenue Health Solutions, LLC,
RHS Holdings, LLC, and
The Hoehne Group – Software Division, Inc.

BUYER:

Colorado Bankers Life Insurance
Company

By: _____

Name: Mike Dinius

Title: Special Deputy Receiver

By: _____

Name: _____

Title: _____

EXHIBIT A

Bill of Sale

This Bill of Sale, dated as of [____], 2024 (this “Bill of Sale”), is made and entered into by and among Eye Care Leaders Portfolio Holdings, LLC, ECL PH Services Group, LLC, ECL Group, LLC, Eye Care Leaders Holdings, LLC, Alta Billing Holdings, LLC, Alta Billing, LLC, Canta Health, LLC, DJRTC, LLC, ECL Holdings, LLC, iMedicWare, Inc., IMW EMR, LLC, IMW Holdings, LLC, Insight Software, LLC, Integrity EMR Holdings, LLC, Integrity EMR, LLC, IO Practiceware, Inc., IOPW Holdings, LLC, IOPW, LLC, Keymed Holdings, LLC, Keymed, LLC, MD Office, LLC, MDO Group Holdings, LLC, MDX, LLC, Medflow Holdings, LLC, Medflow, Inc., MNI Holdings, LLC, MRX Holdings, LLC, My Vision Express, Inc., Penn Medical Informatics Systems, LLC, PI Software Holdings, LLC, PI Software, LLC, PMX, LLC, Revenue Health Solutions, LLC, RHS Holdings, LLC, and The Hoehne Group – Software Division, Inc. (collectively, the “Sellers,” and each individually, a “Seller”), and [●] (together with its permitted successors, designees and assigns, “Buyer”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement dated as of [____], 2024 (the “Asset Purchase Agreement”), by and among Buyer and Sellers.

RECITALS

1. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets, free and clear of all Liens (other than Permitted Liens); and

2. Sellers desire to deliver to Buyer such instruments of sale, transfer assignment, conveyance and delivery as are required to vest in Buyer all of Sellers’ right, title and interest in and to the Purchased Assets.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the Parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Each Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of its right, title and interest in and to the Purchased Assets, free and clear of all Liens (other than Permitted Liens) at each of the respective locations set forth on Schedule 1.

2. From time to time after the Closing Date, each Party shall, upon the reasonable request of the other, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further

action, as may reasonably be requested in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Bill of Sale.

3. This Bill of Sale is being executed by Sellers and Buyer and shall be binding upon each of Sellers and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

4. No provision of this Bill of Sale, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Bill of Sale or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Bill of Sale shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Bill of Sale may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the Party(ies) against whom the waiver is to be effective.

6. This Bill of Sale is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Bill of Sale shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale as provided by, and subject to the limitations set forth in, the Asset Purchase Agreement. To the extent any provision of this Bill of Sale is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

7. EXCEPT AS AND TO THE EXTENT PROVIDED IN THE ASSET PURCHASE AGREEMENT, SELLERS EXPRESSLY AND SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, AND WHETHER GIVEN OR MADE OR DEEMED TO HAVE BEEN GIVEN OR MADE AT ANY TIME OR TIMES IN THE PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING THE NATURE OR CONDITION OF THE PURCHASED ASSETS, INCLUDING WITHOUT LIMITATION ANY AND ALL WARRANTIES AS TO THE MERCHANTABILITY OF THE PURCHASED ASSETS OR THE SUITABILITY OR FITNESS OF THE PURCHASED ASSETS FOR ANY PARTICULAR PURPOSE OR FOR ANY PURPOSE.

8. This Bill of Sale shall in all aspects be governed by and construed in accordance with the internal Laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of North Carolina, and the obligations, rights and remedies of the parties shall be determined in accordance with such Laws.

9. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

This Bill of Sale or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, or other electronic signature method, including DocuSign, each of which shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Bill of Sale to be duly executed by the authorized officers of Sellers and authorized Special Deputy Receivers of Buyer as of the date first above written.

SELLERS:

[•]

By: _____

Name: _____

Title: _____

BUYER:

[•]

By: _____

Name: _____

Title: _____

Schedule 1 to Bill of Sale

Purchased Assets

EXHIBIT B

Assignment and Assumption Agreement

This Assignment and Assumption Agreement, dated as of [____], 2024 (this “Agreement”), is made and entered into by and among Eye Care Leaders Portfolio Holdings, LLC, ECL PH Services Group, LLC, ECL Group, LLC, Eye Care Leaders Holdings, LLC, Alta Billing Holdings, LLC, Alta Billing, LLC, Canta Health, LLC, DJRTC, LLC, ECL Holdings, LLC, iMedicWare, Inc., IMW EMR, LLC, IMW Holdings, LLC, Insight Software, LLC, Integrity EMR Holdings, LLC, Integrity EMR, LLC, IO Practiceware, Inc., IOPW Holdings, LLC, IOPW, LLC, Keymed Holdings, LLC, Keymed, LLC, MD Office, LLC, MDO Group Holdings, LLC, MDX, LLC, Medflow Holdings, LLC, Medflow, Inc., MNI Holdings, LLC, MRX Holdings, LLC, My Vision Express, Inc., Penn Medical Informatics Systems, LLC, PI Software Holdings, LLC, PI Software, LLC, PMX, LLC, Revenue Health Solutions, LLC, RHS Holdings, LLC, and The Hoehne Group – Software Division, Inc. (collectively, the “Sellers,” and each individually, a “Seller”), and [●] (together with its permitted successors, designees and assigns, “Buyer”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement dated as of [____], 2024 (the “Asset Purchase Agreement”), by and among Buyer and Sellers.

RECITALS

1. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets including, without limitation, the Assumed Contracts, free and clear of all Liens (other than Permitted Liens); and

2. Pursuant to Section 2.3 of the Asset Purchase Agreement, Buyer has agreed to assume, effective as of Closing, the Assumed Liabilities.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the Parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Sellers hereby assign and delegate the Assumed Contracts and the Assumed Liabilities set forth on Schedule 1 of this Agreement to Buyer and Buyer hereby accepts assignment and delegation of and assumes the Assumed Contracts and the Assumed Liabilities as set forth in the Asset Purchase Agreement. Buyer assumes none of the Excluded Liabilities and the Parties agree that all such Excluded Liabilities remain the responsibility of Sellers.

2. From time to time after the Closing Date, each Party shall, upon the reasonable request of the other, execute and deliver or cause to be executed and delivered such further

instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as may reasonably be requested in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Agreement.

3. This Agreement is being executed by Sellers and Buyer and shall be binding upon each of Sellers and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

4. No provision of this Agreement, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Agreement shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Agreement may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

6. This Agreement is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Agreement shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Agreement as provided and subject to the limitations set forth in the Asset Purchase Agreement. To the extent any provision of this Agreement is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

7. This Agreement shall in all aspects be governed by and construed in accordance with the internal Laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of North Carolina, and the obligations, rights and remedies of the parties shall be determined in accordance with such Laws.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, or other electronic signature method, including DocuSign, each of which shall be deemed an original.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by the authorized officers of Sellers and the authorized Special Deputy Receivers of Buyer as of the date first above written.

SELLERS:

[•]

By: _____

Name: _____

Title: _____

BUYER:

[•]

By: _____

Name: _____

Title: _____

Schedule 1 to Assignment and Assumption Agreement

Assumed Contracts and Liabilities

EXHIBIT C

Copyright Assignment Agreement

This Copyright Assignment Agreement (“Assignment”), dated as of [____], 2024, is made and entered into by and among Eye Care Leaders Portfolio Holdings, LLC, ECL PH Services Group, LLC, ECL Group, LLC, Eye Care Leaders Holdings, LLC, Alta Billing Holdings, LLC, Alta Billing, LLC, Canta Health, LLC, DJRTC, LLC, ECL Holdings, LLC, iMedicWare, Inc., IMW EMR, LLC, IMW Holdings, LLC, Insight Software, LLC, Integrity EMR Holdings, LLC, Integrity EMR, LLC, IO Practiceware, Inc., IOPW Holdings, LLC, IOPW, LLC, Keymed Holdings, LLC, Keymed, LLC, MD Office, LLC, MDO Group Holdings, LLC, MDX, LLC, Medflow Holdings, LLC, Medflow, Inc., MNI Holdings, LLC, MRX Holdings, LLC, My Vision Express, Inc., Penn Medical Informatics Systems, LLC, PI Software Holdings, LLC, PI Software, LLC, PMX, LLC, Revenue Health Solutions, LLC, RHS Holdings, LLC, and The Hoehne Group – Software Division, Inc. (collectively, the “Sellers,” and each individually, a “Seller”), and [●] (together with its permitted successors, designees and assigns, “Buyer”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement dated as of [____], 2024 (the “Asset Purchase Agreement”), by and among Buyer and Sellers.

RECITALS

1. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets including, without limitation, Sellers’ rights and benefits with respect to all copyrights, copyright registrations and copyright applications owned by Sellers which are set forth on Schedule 1 attached hereto (collectively, the “Copyrights”), free and clear of all Liens (other than Permitted Liens); and

2. Sellers desire to deliver to Buyer such instruments of sale, transfer assignment, conveyance and delivery as are required to vest in Buyer all of Sellers’ right, title and interest in and to the Purchased Assets, including the Copyrights.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the Parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Each Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of its respective right, title and interest in and to the Copyrights listed on Exhibit A, as applicable to the Copyrights owned by each respective Seller, together with any and all moral rights therein, the goodwill of the business symbolized by the Copyrights, the right to sue for past infringement of such Copyrights and the registrations thereof free and clear of all Liens (other

than Permitted Liens), and hereby instructs, authorizes and directs the Register of Copyrights of the United States, and the corresponding entity or agency in any applicable foreign country, to record Buyer as assignee and owner of the Copyrights.

2. From time to time after the Closing Date, each Party shall, upon the reasonable request of the other, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as may reasonably be requested in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Assignment.

3. This Assignment is being executed by Sellers and Buyer and shall be binding upon each of Sellers and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

4. No provision of this Assignment, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Assignment or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Assignment may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the Party(ies) against whom the waiver is to be effective.

6. This Assignment is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided by, and subject to the limitations set forth in, the Asset Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

7. This Assignment shall in all aspects be governed by and construed in accordance with the internal Laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of North Carolina, and the obligations, rights and remedies of the parties shall be determined in accordance with such Laws.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, or other electronic signature method, including DocuSign, each of which shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by the authorized officers of Sellers and the authorized Special Deputy Receivers of Buyer as of the date first above written.

SELLERS:

[•]

By: _____

Name: _____

Title: _____

BUYER:

[•]

By: _____

Name: _____

Title: _____

Schedule 1 to Copyright Assignment Agreement

Copyrights of Sellers

EXHIBIT D

Trademark Assignment Agreement

This Trademark Assignment Agreement (“Assignment”), dated as of [____], 2024, is made and entered into by and among Eye Care Leaders Portfolio Holdings, LLC, ECL PH Services Group, LLC, ECL Group, LLC, Eye Care Leaders Holdings, LLC, Alta Billing Holdings, LLC, Alta Billing, LLC, Canta Health, LLC, DJRTC, LLC, ECL Holdings, LLC, iMedicWare, Inc., IMW EMR, LLC, IMW Holdings, LLC, Insight Software, LLC, Integrity EMR Holdings, LLC, Integrity EMR, LLC, IO Practiceware, Inc., IOPW Holdings, LLC, IOPW, LLC, Keymed Holdings, LLC, Keymed, LLC, MD Office, LLC, MDO Group Holdings, LLC, MDX, LLC, Medflow Holdings, LLC, Medflow, Inc., MNI Holdings, LLC, MRX Holdings, LLC, My Vision Express, Inc., Penn Medical Informatics Systems, LLC, PI Software Holdings, LLC, PI Software, LLC, PMX, LLC, Revenue Health Solutions, LLC, RHS Holdings, LLC, and The Hoehne Group – Software Division, Inc. (collectively, the “Sellers,” and each individually, a “Seller”), and [●] (together with its permitted successors, designees and assigns, “Buyer”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement dated as of [____], 2024 (the “Asset Purchase Agreement”), by and among Buyer and Sellers.

RECITALS

1. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets including, without limitation, Sellers’ rights and benefits with respect to all trademarks and trademark applications owned by Sellers each of which are set forth on Schedule 1 attached hereto (collectively, the “Marks”), free and clear of all Liens (other than Permitted Liens); and

2. Sellers desire to deliver to Buyer such instruments of sale, transfer assignment, conveyance and delivery as are required to vest in Buyer all of each respective Sellers’ right, title and interest in and to the Purchased Assets, including the Marks.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the Parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Each Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of its right, title and interest in and to the Marks listed on Exhibit A together with the goodwill of the business symbolized by the Marks, the right to sue for past infringement of such Marks and the registrations thereof free and clear of all Liens (other than Permitted Liens), and hereby instructs, authorizes and directs the United States Patent and Trademark Office, and the

corresponding entity or agency in any applicable foreign country, to record Buyer as assignee and owner of the Marks.

2. From time to time after the Closing Date, each party shall, upon the reasonable request of the other, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as may reasonably be requested in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Assignment.

3. This Assignment is being executed by Sellers and Buyer and shall be binding upon each of Sellers and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

4. No provision of this Assignment, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Assignment or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Assignment may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

6. This Assignment is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided by, and subject to the limitations set forth in, the Asset Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

7. This Assignment shall in all aspects be governed by and construed in accordance with the internal Laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of North Carolina, and the obligations, rights and remedies of the parties shall be determined in accordance with such Laws.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, or other electronic signature method, including DocuSign, each of which shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by the authorized officers of Sellers and the authorized Special Deputy Receivers of Buyer as of the date first above written.

SELLERS:

[•]

By: _____

Name: _____

Title: _____

BUYER:

[•]

By: _____

Name: _____

Title: _____

Schedule 1 to Trademark Assignment Agreement

Marks of Sellers

EXHIBIT E

Domain Name Assignment Agreement

This Domain Name Assignment Agreement (“Assignment”), dated as of [____], 2024, is made and entered into by and among Eye Care Leaders Portfolio Holdings, LLC, ECL PH Services Group, LLC, ECL Group, LLC, Eye Care Leaders Holdings, LLC, Alta Billing Holdings, LLC, Alta Billing, LLC, Canta Health, LLC, DJRTC, LLC, ECL Holdings, LLC, iMedicWare, Inc., IMW EMR, LLC, IMW Holdings, LLC, Insight Software, LLC, Integrity EMR Holdings, LLC, Integrity EMR, LLC, IO Practiceware, Inc., IOPW Holdings, LLC, IOPW, LLC, Keymed Holdings, LLC, Keymed, LLC, MD Office, LLC, MDO Group Holdings, LLC, MDX, LLC, Medflow Holdings, LLC, Medflow, Inc., MNI Holdings, LLC, MRX Holdings, LLC, My Vision Express, Inc., Penn Medical Informatics Systems, LLC, PI Software Holdings, LLC, PI Software, LLC, PMX, LLC, Revenue Health Solutions, LLC, RHS Holdings, LLC, and The Hoehne Group – Software Division, Inc. (collectively, the “Sellers,” and each individually, a “Seller”), and [●] (together with its permitted successors, designees and assigns, “Buyer”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement dated as of [____], 2024 (the “Asset Purchase Agreement”), by and among Buyer and Sellers.

RECITALS

1. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets including, without limitation, Sellers’ rights and benefits with respect to all domain names (including all sub-domain names and extensions thereof and thereto) owned by Sellers each of which are set forth on Schedule 1 attached hereto (collectively, the “Domain Names”), free and clear of all Liens (other than Permitted Liens); and

2. Sellers desire to deliver to Buyer such instruments of sale, transfer assignment, conveyance and delivery as are required to vest in Buyer all of Sellers’ right, title and interest in and to the Purchased Assets, including the Domain Names.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Each Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of its right, title and interest in and to the Domain Names listed on Exhibit A free and clear of all Liens (other than Permitted Liens), and hereby instructs, authorizes and directs any and all registrars thereof to transfer the Domain Names to Buyer.

2. From time to time after the Closing Date, each Party shall, upon the reasonable request of the other, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as may reasonably be requested in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Assignment.

3. This Assignment is being executed by Sellers and Buyer and shall be binding upon each of Sellers and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

4. No provision of this Assignment, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Assignment or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Assignment may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the Party(ies) against whom the waiver is to be effective.

6. This Assignment is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided by, and subject to the limitations set forth in, the Asset Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

7. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, or other electronic signature method, including DocuSign, each of which shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by the authorized officers of Sellers and the authorized Special Deputy Receivers of Buyer as of the date first above written.

SELLERS:

[•]

By: _____

Name: _____

Title: _____

BUYER:

[•]

By: _____

Name: _____

Title: _____

Schedule 1 to Domain Name Assignment Agreement

Domain Names of Sellers

Exhibit B
APA Redline

~~Amended And Restated~~
ASSET PURCHASE AGREEMENT

by and among-
the Seller parties hereto
and

~~Create Capital Special Situations Fund, LLC~~ **Colorado Bankers Life Insurance Company**

~~April 19~~ **May 9**, 2024

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ASSET PURCHASE AGREEMENT

This ~~AMENDED AND RESTATED~~ ASSET PURCHASE AGREEMENT (as amended or modified ~~in writing as may be expressly permitted herein~~, this “Agreement”) is entered into as of ~~April 19~~May 9, 2024, by and among Eye Care Leaders Portfolio Holdings, LLC, ECL PH Services Group, LLC, ECL Group, LLC, Eye Care Leaders Holdings, LLC, Alta Billing Holdings, LLC, Alta Billing, LLC, Canta Health, LLC, DJRTC, LLC, ECL Holdings, LLC, iMedicWare, Inc., IMW EMR, LLC, IMW Holdings, LLC, Insight Software, LLC, Integrity EMR Holdings, LLC, Integrity EMR, LLC, IO Practiceware, Inc., IOPW Holdings, LLC, IOPW, LLC, Keymed Holdings, LLC, Keymed, LLC, MD Office, LLC, MDO Group Holdings, LLC, MDX, LLC, Medflow Holdings, LLC, Medflow, Inc., MNI Holdings, LLC, MRX Holdings, LLC, My Vision Express, Inc., Penn Medical Informatics Systems, LLC, PI Software Holdings, LLC, PI Software, LLC, PMX, LLC, Revenue Health Solutions, LLC, RHS Holdings, LLC, and The Hoehne Group – Software Division, Inc. (collectively, the “Sellers,” and each individually, a “Seller”), and ~~Create Capital Special Situations Fund, LLC~~Colorado Bankers Life Insurance Company, a ~~Delaware limited liability company~~North Carolina insurance corporation (together with its permitted successors, designees and assigns, “Buyer”). Sellers and Buyer are referred to collectively herein as the “Parties.” Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in Article I.

RECITALS

1. ~~The Debtors provide~~The Sellers are engaged in the business of developing, maintaining, upgrading, marketing, selling and providing pioneering software specifically geared towards ophthalmology and optometry practices along with related services (collectively, the “Business”).

2. On January 16, 2024 (the “Petition Date”), each ~~Debtor~~Seller filed a voluntary petition for relief under chapter 11 of title 11 of the U.S. Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Bankruptcy Court”). The ~~Debtors~~Sellers are operating as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”). No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases, and ~~no committee~~a Committee has been appointed.

3. Subject to approval of the Bankruptcy Court and on the terms and subject to the conditions set forth herein and pursuant to an anticipated Sale Order, Sellers wish to sell, transfer and assign to Buyer and/or one or more ~~wholly owned Subsidiaries~~designees of Buyer, which it is contemplated that Buyer will form to purchase, acquire and assume from Sellers, pursuant to Sections 105, 363, 365, and other applicable provisions of the Bankruptcy Code, the Purchased Assets and the Assumed Liabilities as of Closing;

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4. Sellers intend to seek the entry of an order by the Bankruptcy Court approving this Agreement and authorizing Sellers to consummate the Contemplated Transactions upon the terms and subject to the conditions set forth herein and in the Sale Order.

~~5. Sellers may conduct an Auction or any other procedures they determine are necessary to determine the highest and otherwise best offer for the Purchased Assets.~~

6.5. The Contemplated Transactions are subject to the approval of the Bankruptcy Court and will be consummated only pursuant to the Sale Order to be entered by the Bankruptcy Court.

~~7. The Parties executed the Asset Purchase Agreement on April 19, 2024, but wish to amend the Agreement as reflected herein and restate same, in its entirety, as follows.~~

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

AGREEMENT

ARTICLE I. ARTICLE I. **DEFINITIONS**

“401(k) Plan” means the ~~Healthcare Leaders Group~~ Sellers’ 401(k) Plan as further described on Schedule 3.10 of the Disclosure Schedule.

“Accounts Receivable” means (a) all accounts, accounts receivable, Credit Card Receivables, contractual rights to payment, notes, notes receivable, negotiable instruments, chattel paper, and vendor rebates of Sellers, including (x) any such Accounts Receivable generated by Sellers prior to the Closing Date and (y) any amounts received by or payable to Sellers with respect thereto, and (b) any security interest, claim, remedy or other right related to any of the foregoing.

“Affiliate” when used with reference to another Person means any Person, directly or indirectly, through one or more intermediaries, Controlling, Controlled by, or under common Control with, such other Person. Notwithstanding the foregoing, neither Buyer nor any Buyer Affiliates shall be considered Affiliates of Sellers for the purposes of this Agreement.

“Agreement” has the meaning set forth in the preamble.

~~“Alternate Transaction” means a transaction or series of related transactions pursuant to which Sellers (a) accept an offer for some or all of the Purchased Assets from a party other than that of Buyer, as the highest and best offer, or (b) sell, transfer, lease or otherwise dispose of, directly or indirectly, including through an asset sale, stock sale, merger, reorganization or other similar transaction (by Sellers or otherwise), including pursuant to a Plan or refinancing, all or substantially all of the Purchased Assets (or agrees to do any of the foregoing) in a transaction or series of transactions to a Person or Persons other than Buyer.~~

“Assignment and Assumption Agreement” has the meaning set forth in Section 2.8(a)(ii).

“Assumed Contracts” means those Leases and other Contracts that have been assigned to and assumed by Buyer pursuant to Section 2.6 and Section 365 of the Bankruptcy Code. For the avoidance of doubt, “Assumed Contracts” shall not include any Contract or Lease that is excluded and rejected pursuant to Section 2.6. To the extent applicable pursuant to Section 7.1(d), any Workforce PEO Services Agreement entered into after the date hereof in accordance with Section 7.1(d) shall be considered an “Assumed Contract.”

~~“Assumed Liabilities” means those liabilities and obligations enumerated on Schedule 2.3 attached hereto.~~

~~“Assumed Liabilities” means those liabilities and obligations arising out of the Assumed Contracts, as identified in accordance with Section 2.6, but solely to the extent such liabilities and obligations (i) constitute Cure Costs or (ii) are required to be performed after the Closing Date, were incurred in the Ordinary Course of Business, and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by any Seller on or prior to Closing.~~

“Assumed Permits” means all Permits relating to the Business that are transferable in accordance with their terms or applicable Law, but excluding all Permits to the extent related to any Excluded Asset (including any Lease or Contract that is not an Assumed Contract).

~~“Auction” means the auction for the sale and assumption of the Purchased Assets.~~

“Avoidance Actions” means all rights, lawsuits, claims, rights of recovery, objections, causes of action, avoidance actions, and other similar rights of any Seller arising under Chapter 5 of the Bankruptcy Code (whether or not asserted as of the Closing) or comparable state law and all proceeds thereof.

“Bankruptcy Code” has the meaning set forth in the recitals.

“Bankruptcy Court” has the meaning set forth in the recitals.

“Bidding Procedures Order” means an order of the Bankruptcy Court entered in the Chapter 11 Cases approving the procedures for the sale of Sellers’ assets as set forth in the Sale Motion.

“Bill of Sale” has the meaning set forth in Section 2.8(a)(i).

“Business” has the meaning set forth in the recitals.

“Business Day” means any day other than a Saturday, a Sunday, or a day on which banks located in Dallas, Texas shall be authorized or required by Law to close.

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

“Buyer Affiliates” means solely (i) Bankers Life Insurance Company, a North Carolina insurance corporation, (ii) Southland National Insurance Corporation, a North Carolina insurance corporation, (iii) Southland National Reinsurance Corporation, and (vi) any of their Subsidiaries.

“Cash” means, as of any relevant date of determination, cash and cash equivalents as determined in accordance with GAAP.

~~“Cash Consideration” has the meaning set forth in Section 2.5(a)~~

~~“Cash Consideration” means an amount equal to Fourteen Million Dollars (\$14,000,000) less the Credit Bid Amount less the amount of the Good Faith Deposit (including all interest accrued thereon) as of the Closing Date, as adjusted pursuant to Section 2.5(e), and subject to the limitations set forth in Section 5.13.~~

“Casualty” has the meaning set forth in Section 5.11(b).

“Casualty Proceeds” has the meaning set forth in Section 5.11(b).

“Chapter 11 Cases” has the meaning set forth in the Recitals.

“Claim” means a “claim” as defined in Section 101(5) of the Bankruptcy Code, whether arising before or after the Petition Date.

“Closing” has the meaning set forth in Section 2.7.

“Closing Date” has the meaning set forth in Section 2.7.

“COBRA” means Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the IRC, and any similar state Law.

“Committee” means the Official Unsecured Creditors’ Committee appointed in the Chapter 11 Cases.

“Condemnation” has the meaning set forth in Section 5.11(a).

“Condemnation Proceeds” has the meaning set forth in Section 5.11(a).

~~“Confidentiality Agreement” means that those certain Confidentiality Agreement between Buyer terms and conditions relating to the protection of confidential information of Sellers made available to Buyer in connection with the Chapter 11 Cases agreed upon by Buyer and/or the Buyer Affiliates, on the one hand, and one or more Sellers, on the other hand, prior to the date hereof.~~

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

“Contemplated Transactions” means the sale and assignment by Sellers to Buyer, and the purchase and assumption by Buyer from Sellers, of the Purchased Assets, ~~Assumed Contracts~~, and Assumed Liabilities, pursuant to this Agreement and subject to its terms and conditions.

“Contract” means any written or oral agreement, contract, lease, sublease, indenture, mortgage, instrument, guaranty, loan or credit agreement, note, bond, customer order, purchase order, sales order, sales agent agreement, supply agreement, development agreement, joint venture

agreement, promotion agreement, license agreement, software subscription agreement, data access or data use agreement, software reseller agreement, software distribution agreement, contribution agreement, partnership agreement, business associate agreement, or other arrangement, understanding, permission or commitment that, in each case, is legally binding, including all renewals, addenda, amendments, extensions and other modifications to any of the foregoing.

“Contract and Cure Schedule” has the meaning set forth in Section 2.6(a).

“Contract Designation Deadline” has the meaning set forth in Section 2.6(b).

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

“Credit Bid Amount” means the amount of all outstanding Obligations (as defined in the DIP Loan Documents) owed to the DIP Lender as of the Closing Date.

“Credit Card Receivables” means all accounts receivable and other amounts owed to Sellers (whether current or non-current) in connection with any customer purchases from Sellers that are made with credit or debit cards or any other related amounts owing (including deposits or holdbacks to secure chargebacks, offsets or otherwise) from merchant card processors to Sellers, including all Credit Card Receivables generated with respect to sales occurring ~~during the three days immediately~~ prior to the Closing Date, including any amounts received by or payable to Sellers with respect to such sales occurring ~~during such three days immediately~~ prior to the Closing Date.

“Cure Costs” means, for only the Assumed Contracts, all amounts that are determined by a final and ~~nonappealable~~non-appealable order of the Bankruptcy Court that must be paid, pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code, in connection with the assumption and/or assignment of the Assumed Contracts to Buyer as provided herein.

“Current Employees” means all employees of Sellers employed as of the day before the Closing Date, whether active or not (including those on short-term disability, leave of absence, paid or unpaid, or long-term disability).

“Current FTEs” means, other than any Current Employees or members of the Workforce Personnel, any individuals who provide work and services to Sellers or in furtherance of the Business on a full-time basis, whether (i) as independent contractors, consultants or the like directly engaged by Sellers or (ii) as employees, independent contractors or consultants of a third party that has been directly engaged by Sellers.

“Debtors” means the Sellers, as debtors and debtors in possession in the Chapter 11 Cases.

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

“DIP Lender” means Colorado Bankers Life Insurance Company.

“DIP Loan Documents” shall have the same meaning given such term in the *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief* [Docket No. 71] (the “Interim DIP Order”) and (ii) ~~any~~the final order entered relating to the same: (the “Final Order”).

“Disclosure Schedule” means those certain disclosure schedules accompanying this Agreement.

“Employee Benefit Plan” means any “employee benefit plan” (as such term is defined in Section 3(3) of ERISA) and any other ~~material~~ benefit or compensation plan, program, agreement or arrangement of any kind, in each case, maintained or contributed to by Sellers or in which ~~Sellers~~any Seller participates or participated and that provides or provided benefits to any Current Employee or Former Employee, including without limitation any pension, benefit, retirement, compensation, employment, consulting, profit-sharing, deferred compensation, incentive, bonus, performance award, phantom equity, retention, severance, vacation, paid time off, medical, vision, dental, disability, welfare, cafeteria, fringe-benefit or other similar agreement, plan, policy, program or arrangement.

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

“Excluded Assets” has the meaning set forth in Section 2.2.

“Excluded Actions” means any and all Claims and causes of action of Sellers that are not Purchased Actions.

“Excluded Contract” means any Contract that is not an Assumed Contract₅, whether such Contract is (i) not listed in the Contract and Cure Schedule as an Assumed Contract₅ or (ii) is at any point otherwise excluded from being an Assumed Contract.

~~“Excluded Claims” means all rights (including rights of set-off and rights of recoupment), refunds, claims, counterclaims, demands, causes of action and rights to collect damages of Sellers against third parties to For the extent related to any~~avoidance of doubt, any Contract of any Seller with or relating to (i) any Workforce Employer or (ii) any Lindberg Affiliate shall be deemed an Excluded Asset or Excluded Liability~~Contract.~~

“Excluded Employee” has the meaning set forth in Section 6.4(b).

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Excluded Privileged Communications” means any and all Privileged Communications to the extent related to an Excluded Asset, including the Excluded Actions.

“Former Employees” means all individuals who have been employed by Sellers who are not Current Employees.

“Go-Forward Vendor” means any trade vendor doing business with the Buyer on a go-forward basis designated in writing by the Buyer to the Debtors (or any liquidating trustee or estate representative, as may be applicable on such date) within one hundred twenty (120) days after the Closing Date. All counterparties to an Assumed Contract are presumed to be “Go-Forward Vendors” unless otherwise stated herein.

“Good Faith Deposit” means an amount equal to ~~ten percent (10%)~~ of \$11\$1,250,000,000.00, which ~~shall be Sellers and Buyer acknowledge was~~ delivered to and accepted by the Debtors ~~concurrently with Buyer’s prior to the~~ execution of this Agreement, plus any additional amounts pursuant to Section 5.3(g), plus all interest accrued thereon.

“Governmental AuthorityEntity” means any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any United States or foreign federal, state or local government, including any governmental authority (including any bilateral or multilateral governmental authority), agency, branch, department, board, commission or instrumentality of such government or any political subdivision thereof, and any tribunal, court or arbitrator(s) of competent jurisdiction, and shall include the Bankruptcy Court.

“Health Plans” means all health plans including, but not limited to, health, dental, life, disability, and long-term care insurance.

“Insider” shall have the meaning ascribed to it in 11 U.S.C. § 101(31).

“Insurance Policy” means each primary, excess and umbrella insurance policy, bond and other form of insurance owned or held by or on behalf of Sellers and their operations, properties and assets, or providing insurance coverage to the Business, including, without limitation, all stop-loss insurance policies with respect to Sellers’ self-insured medical and/or dental insurance programs.

“Intellectual Property” means any and all rights, title and interest in or relating to intellectual property of any type, which may exist or be created under the Laws of any jurisdiction throughout the world, including: (a) patents and patent applications, together with all reissues, continuations, continuations-in-part, divisionals, extensions and reexaminations in connection therewith; (b) trademarks, service marks, trade dress, logos, slogans, trade names, service names, brand names, Internet domain names and all other source or business identifiers and general intangibles of a like nature, along with all applications, registrations and renewals in connection therewith, and all goodwill associated with any of the foregoing; (c) rights associated with works of authorship, including exclusive exploitation rights, mask work rights, copyrights, database and design rights, whether or not registered or published, all registrations and recordings thereof and applications in connection therewith, along with all extensions and renewals thereof; (d) trade secrets and Recipes; (e) Software; and (f) all other intellectual property rights related to the Business, and any of the operations of Sellers, including all social media accounts related to the Business and any of the operations of Sellers.

“Intellectual Property Assignments” has the meaning set forth in ~~Section 2.8(a)(iii)~~Section 2.8(a)(iv).

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

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

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

“Leases” means all leases, subleases, unexpired leases, unexpired subleases, licenses, concessions and other Contracts, including all amendments, extensions, renewals, guaranties and other agreements with respect thereto, in each case pursuant to which Sellers holds any Leased Real Property.

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

“Lindberg” means Greg E. Lindberg, an individual resident of the State of Florida.

“Lindberg Affiliate” means, collectively, (i) any Affiliate of Lindberg, (ii) any trust, the settlor, grantor, trustee or beneficiary of which is an Affiliate of Lindberg, a family member or business associates of Lindberg, or a director, officer or employee of any Affiliate of Lindberg, and (iii) any Affiliates or Subsidiaries of any of the foregoing Persons. Notwithstanding the foregoing, for the purposes of this Agreement, the term “Lindberg Affiliate” shall not include any Sellers, Buyer or any Buyer Affiliates.

“Litigation” means any action, cause of action, suit, claim, investigation, mediation, audit, grievance, demand, hearing or proceeding, whether civil, criminal, administrative or arbitral, whether at law or in equity and whether before any Governmental ~~Authority~~Entity or arbitrator.

“Material Adverse Effect” means any change, event, effect, development, condition, circumstance or occurrence (when taken together with all other changes, events, effects, developments, conditions, circumstances or occurrences), that is materially adverse to the financial condition of Sellers or results of operations of the Purchased Assets (excluding the Excluded Assets and the Excluded Liabilities), in each case taken as a whole, but excluding (a) any change or effect to the extent that it results from or arises out of (i) the pendency of the Chapter 11 Cases ~~or the financial condition of Sellers~~; (ii) the execution and delivery of this Agreement or the

announcement thereof or consummation of the transactions contemplated hereby; (iii) changes ~~(whether or not yet in force)~~ in (or proposals to change) law, tax laws, rules or regulations, generally accepted accounting principles, or other accounting regulations or principles, or (iv) any action or inaction contemplated by this Agreement and taken or omitted at the ~~Buyer's~~ request of Buyer or with ~~its express~~ Buyer's prior written consent; (b) so long as the Business is not disproportionately affected thereby, any change or effect generally applicable to (i) the industries and markets in which Sellers operate or (ii) economic or political conditions or the securities or financial markets in any country or region; (c) any outbreak or escalation of hostilities or war or any act of terrorism by a military or paramilitary organization; (d) any occurrence, threat, or effects of a disease outbreak, epidemic, pandemic, or similar widespread public health concern, which results in recommendations or mandates from Governmental ~~Authorities~~ Entities to reduce travel, avoid large gatherings, self-quarantine, or extended shutdown of certain businesses; (e) any objections in the Bankruptcy Court to (i) this Agreement, related documents and the transactions contemplated hereby and thereby, (ii) the reorganization of Sellers and any related plan of reorganization or disclosure statement, or (iii) the Sale Motion; (f) the assumption or rejection of any ~~Assigned~~ Assumed Contract or Assigned Lease; (g) any failure by the Business to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded); (h) any Order of the Bankruptcy Court or any actions or omissions of Sellers in compliance therewith; (i) ~~any~~ action taken by Sellers at the request of, or with the prior written consent of, Buyer; and (j) ~~any~~ of the matters disclosed on any exhibit, annex or schedule to this Agreement.

"Material Contracts" has the meaning set forth in Section 3.6.

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

"Ordinary Course of Business" means the ordinary course of business of Sellers consistent with past custom and practice and subject to any modifications of such practice as a result of the filing of the Chapter 11 Cases.

"Outside Date" means that date that is ninety (90) days after the date of entry of the Sale Order.

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

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

"Permitted Liens" means (a) Liens for Taxes not yet delinquent or which are being contested in good faith by appropriate proceedings; (b) with respect to leased or licensed personal property, the terms and conditions of the lease or license applicable thereto to the extent constituting an Assumed Contract; (c) mechanics liens and similar liens for labor, materials or supplies provided with respect to real property incurred in the Ordinary Course of Business or otherwise approved by the Bankruptcy Court for amounts which are not delinquent or which are

being contested in good faith by appropriate proceedings in an aggregate amount not to exceed \$100,000; (d) with respect to real property, zoning, building codes and other land use Laws regulating the use or occupancy of such real property or the activities conducted thereon which are imposed by any Governmental AuthorityEntity having jurisdiction over such real property which are not violated by the current use or occupancy of such real property or the operation of the Business, except where any such violation would not, individually or in the aggregate, materially impair the use, operation or transfer of the affected property or the conduct of the Business thereon as it is currently being conducted; (e) easements, covenants, conditions, restrictions and other similar matters affecting such real property and other encroachments that do not or would not materially impair the use or occupancy of such real property or materially interfere with the operation of the Business at such real property; and (f) matters that would be disclosed on an accurate survey or inspection of the real property but which do not interfere in any material respect with the right or ability to use the property as currently used or operated.

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

“Petition Date” means the date of the filing of the Chapter 11 Cases.

“PII” has the meaning set forth in Section 6.11.

“Plan” means a plan of reorganization or liquidation proposed by Sellers and/or the Committee.

“Privileged Communications” means any and all applicable legal privileges held or controlled by the Sellers, including, without limitation, attorney-client, accountant-client and work product doctrine.

“Professional Services” means any legal services, accounting services, financial advisory services, investment banking services or any other professional services provided by the Sellers’ advisers obtained pursuant to any order of the Bankruptcy Court.

“Purchase Price” has the meaning set forth in Section 2.5.

“Purchased Assets” has the meaning set forth in Section 2.1; provided, however, that notwithstanding the foregoing or anything contained in this Agreement to the contrary, the Purchased Assets shall not include any Excluded Assets or Excluded Liabilities.

“Purchased Actions” means ~~in the Chapter 11 Cases, all Claims and~~ causes of action, ~~lawsuits, claims, rights of recovery and other similar rights on any grounds, at law or in in equity,~~ of Sellers ~~and their bankruptcy estates,~~ including without limitation ~~any and all avoidance claims and other Avoidance Actions, directly related to the Purchased Assets, Assumed Liabilities, Assumed Contracts, and Go-Forward Vendors; provided, however, that Purchased Actions shall exclude any and all Claims and~~ causes of action ~~arising under of Sellers, including Avoidance Actions, to the Bankruptcy Code, under any applicable state law providing for the avoidance extent such Claims and recovery causes of preferential transfers or fraudulent claims, or both,~~ action are

against ~~any party that is (a) counter party to any Purchase Asset, Assumed Liability or Assumed Contract;~~ Insiders of Sellers, and (b) whether or not Insiders of Sellers, Lindberg, any of the Prepetition Lenders (as defined in the Interim DIP Order), any Lindberg Affiliates, Insiders of Lindberg, Insiders of any Lindberg Affiliate, Affiliates of any Sellers, and any current or former director, officer, auditor, insurer, accountants, other retained professionals of any Seller; provided, further, however, Buyer shall retain and does not waive any Claims and Causes of Action they may have against any of the foregoing which are not Claims and Causes of Action belonging to Sellers as of the date hereof. For the avoidance of doubt, "PurchasePurchased Actions" shall not include any ~~avoidance and recovery of preferential transfers or fraudulent claims against an Affiliate or Subsidiary of the Debtors or Buyer. defenses of Sellers against Claims of Go-Forward Vendors against Sellers.~~

"Purchased Privileged Communications" means any and all Privileged Communications to the extent related to a Purchased Asset, including the Purchased Actions.

"Records" means the books, records, information, ledgers, files, invoices, documents, work papers, correspondence, lists (including customer lists, supplier lists and mailing lists), plans (whether written, electronic or in any other medium), drawings, designs, specifications, creative materials, advertising and promotional materials, marketing plans, studies, reports, data and similar materials related to the Business.

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

"Related Agreements" means the Bill of Sale, the Assignment and Assumption Agreement, the Workforce PEO Assignment Agreement (to the extent applicable), and the Intellectual Property Assignments and any other instruments of transfer and conveyance as may be required under applicable Law to convey valid title of the Purchased Assets to Buyer.

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

"Sale Hearing" means the hearing scheduled with the Bankruptcy Court to consider the sale portion of the Sale Motion.

"Sale Motion" means *Debtors' Motion for Entry of (I) an Order (A) Approving Bidding Procedures and Certain Bid Protections, (B) Scheduling a Bid Deadline, Auction, and Sale Hearing and Approving the Form and Manner of Notice Thereof, and (C) Approving Cure Procedures and the Form and Manner of Notice Thereof; (II) an Order Approving the Sale of Substantially all of the Debtors' Assets Free and Clear of Liens, Claims, and Interests; and (III) Related Relief* [Docket No. 81].

"Sale Order" means an order of the Bankruptcy Court entered in the Chapter 11 Cases consistent with the terms of this Agreement approving the Sale Motion and sale to Buyer consistent with the terms of this Agreement and otherwise reasonably acceptable to Buyer and Sellers.

"Sale Order Deadline" means -May ~~[13],~~ 2024, unless extended by Buyer.

“Seller” or “Sellers” has the meaning set forth in the preamble.

“Sellers’ Knowledge” (or words of similar import) means the actual knowledge ~~of the executive officers of any Seller, after commercially reasonable inquiry, of the executive officers of any of the Sellers, including without limitation (i) Sophie Turrell, Chief Executive Officer, (ii) Kate Stevens, Chief Operating Officer, (iii) Taylor Caldwell, Chief Financial Officer, (iv) Emmanuel Bernabe, Chief Legal Officer, (v) Phil Marsicano, Chief Product Officer, and (vi) Preetam Sirur, Chief Information Security Officer.~~

“Software” means all programs, platforms, code, software, operating systems, drivers, or similar programs (other than off-the-shelf, “clickwrap” or “shrinkwrap” programs) owned or used by ~~Sellers’ in connection with the Business~~ any Seller in connection with the Business. For the avoidance of doubt, the term “Software” includes, without limitation, the software programs or platforms marketed by Sellers under the following names: (i) iMedicWare; (ii) My Vision Express; (iii) Medflow; (iv) Management Plus; and (v) MD Office.

~~“Specified Accounts” has the meaning in the definition of Accounts Receivable set forth above.~~

“Subsidiary” means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (a) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors thereof (or other persons performing similar functions with respect to such corporation) is at the time Controlled by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (b) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time Controlled by that Person or one or more Subsidiaries of that Person or a combination thereof. A Person or Persons own a majority ownership interest in a business entity (other than a corporation) if such Person or Persons shall be allocated a majority of such business entity’s gains or losses or shall be or control any managing director, managing member, or general partner of such business entity (other than a corporation). The term “Subsidiary” shall include all direct or indirect Subsidiaries of such Person.

“Tax” or “Taxes” means any United States or foreign federal, state or local ~~or non-United States~~ income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the IRC), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, real property, personal property, ad valorem, escheat, sales, use, liquor, cigarette, transfer, 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 or not disputed.

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

“Transfer Tax” has the meaning set forth in Section 6.6.

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

“Workforce Employers” means, collectively, (i) ECLL Private Ltd., a company duly registered under the laws of India, and (ii) The Philippine Operations Center Global Solutions, Inc.

“Workforce PEO” means a professional employer organization, which is not an Affiliate of Sellers and not a Lindberg Affiliate, that employs or directly engages certain of the Workforce Personnel pursuant to Section 7.1(d).

“Workforce PEO Services Agreement” means a binding agreement between one or more Sellers, on the one hand, and a Workforce PEO, on the other hand, that is freely assignable by the applicable Seller(s) to Buyer or a designee of Buyer at Closing without any restriction whatsoever, which requires the Workforce PEO to maintain a sufficient staff to provide work and services in furtherance of the Business on terms and conditions that are satisfactory to Buyer in all respects.

“Workforce Personnel” means all individuals who are employed or engaged by any Workforce Employer and who provide work or services with respect to the Business as of the date hereof.

“Workforce Subsidiary” means a wholly owned Subsidiary of any Seller formed after the date hereof but prior to Closing for the sole purpose of employing or directly engaging certain of the Workforce Personnel pursuant to Section 7.1(d).

“Workforce Subsidiary Equity Interests” means all equity securities of any Workforce Subsidiary.

ARTICLE II. ARTICLE II. **PURCHASE AND SALE**

Section 2.1 Purchase and Sale of Purchased Assets. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, on the terms and subject to the conditions set forth in this Agreement, at Closing, Buyer shall purchase, acquire and accept from Sellers, on an “as is, where is” basis and without any representation or warranty on the part of Sellers as to fitness, merchantability or otherwise ~~(except to the extent expressly set forth herein),~~ and Sellers shall sell, transfer, assign, convey and deliver to Buyer, all of Sellers’ respective rights, title and interests in and to ~~the assets described in this Section 2.1 (the “all of the assets, properties and rights of every kind and nature, whether real, personal or mixed, tangible or intangible (including goodwill), wherever located and whether now existing or hereafter acquired, which relate to, or are used or held for use in connection with, the Business, except to the extent constituting Excluded Assets (the “Purchased Assets”)~~, free and clear of all Liens (other than Permitted Liens), for the consideration specified in Section 2.5. Without limiting the generality of the foregoing, the Purchased Assets shall include, without limitation, the following (except to the extent ~~listed as constituting~~ an Excluded Asset):

- (a) all Accounts Receivable of Sellers as of Closing;
- (b) all Credit Card Receivables;

(c) (i) all deposits under the Leases, (ii) all deposits under all Assumed Contracts that are not Leases, and (iii) other prepaid charges and expenses of Sellers, including, but not limited to, all deposits for electricity, telephone, cable television, internet, Wi-Fi services, satellite television and other utilities;

(d) all rights of Sellers under the Assumed Contracts;

~~(i) all Intellectual Property owned by Sellers;~~

(e) all Intellectual Property owned by Sellers, together with all (i) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Sellers with respect to such Intellectual Property (except to the extent actually collected by Sellers prior to Closing) and (ii) claims and causes of action with respect to such Intellectual Property, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal or equitable relief for past, present or future infringement, misappropriation or violation thereof;

(f) the Purchased Actions; provided that Buyer covenants and agrees not to pursue, prosecute, assert, or commence the Avoidance Actions and any Claims against any Go-Forward Vendor to the extent arising prior to Closing, provided further, however, that Buyer does not waive any defenses related to the Purchased Actions;

~~(e)(g)~~ all tangible personal property and fixed assets, including all machinery, equipment, tools, point of sale systems, computers, mobile phones, personal digital assistants, computer equipment, hardware, peripherals, information technology infrastructure, telephone systems, furniture, fixtures, furnishings, office supplies, production supplies, other miscellaneous supplies, and other inventory and tangible personal property of any kind owned by Sellers (including any of the foregoing property that is subject to a lease, but only to the extent that Buyer assumes such lease as an Assumed Contract), ~~other than tangible personal property located at a location that is covered by a Lease that does not constitute an Assumed Contract;~~ (the “Tangible Personal Property”);

~~(f)(h)~~ all Records, including Records related to Taxes paid or payable by any Seller related to the Business (provided that Sellers are entitled to retain copies of all Records and Buyer will make all such Records available to DebtorsSellers (and any liquidating trustee appointed in the Chapter 11 Cases) upon reasonable request and at such Debtor’sSeller’s or liquidating trustee’s expense);

~~(g)(i)~~ all goodwill associated with the Business or the Purchased Assets, including all goodwill associated with the Intellectual Property owned by Sellers and all rights under any confidentiality agreements executed by any third party for the benefit of any Seller ~~to the extent relating to the Purchased Assets and/or the Assumed Liabilities (or any portion thereof);~~

~~(h)(j)~~ all rights of Sellers under non-disclosure or confidentiality, noncompetenon-compete, or nonsolicitationnon-solicitation agreements, including any such agreements with current or former employees, directors, consultants, independent contractors and agents of Sellers ~~to the extent relating to the Purchased Assets and/or the Assumed Liabilities (or~~

any portion thereof); or any of their Affiliates, in each case to the extent that such agreements are not in violation of any applicable Laws;

~~(i)(k)~~ all of the Assumed Permits;

~~(i)(l)~~ the amount of, and all rights to any, insurance proceeds received by any of Sellers after the date hereof in respect of (i) the loss, destruction or condemnation of any Purchased Assets occurring prior to, on or after Closing or (ii) any Assumed Liabilities;

~~(k)(m)~~ all other rights, demands, claims, credits, allowances, rebates or other refunds (including any vendor or supplier rebates) and rights in respect of promotional allowances or rights of setoff and rights of recoupment of every kind and nature (whether or not known or unknown or contingent or non-contingent), other than against Sellers, arising out of or relating to the Business as of Closing, including customer deposits (whether maintained in escrow or otherwise), advances and prepayments;

~~(ii) — except for the Excluded Claims, all causes of action, lawsuits, judgments, claims, refunds, rights of recovery, rights of set off, counterclaims, defenses, demands, warranty claims, rights to indemnification, contribution, advancement of expenses or reimbursement, or similar rights of any Seller (at any time or in any manner arising or existing, whether choate or inchoate, known or unknown, now existing or hereafter acquired, contingent or noncontingent), including, without limitation, the Purchased Actions;~~

~~(i)(n)~~ all rights under or pursuant to all warranties, indemnities, representations ~~and~~ guarantees and similar rights and obligations made by licensors, suppliers, manufacturers, contractors and any other Person to the extent relating to equipment purchased, products sold, or services provided, to Sellers, to the extent affecting any Purchased Assets and/or Assumed Liabilities the Business;

~~(m)(o)~~ the right to receive and retain mail relating to the Business or to the Accounts Receivable payments and other communications of Sellers and the right to bill and receive payment for services performed and goods provided but unbilled or unpaid as of Closing;

~~(n)(p)~~ all telephone numbers, fax numbers, e-mail addresses, websites, URLs and internet domain names owned by Sellers or otherwise utilized by Sellers in conducting the Business; ~~and~~

~~(iii) —~~

~~(q)~~ to the extent applicable pursuant to Section 7.1(d), all Workforce Subsidiary Equity Interests;

~~(r)~~ all Purchased Privileged Communications; and

~~(o)(s)~~ all other assets that are related to or used in connection with the Business (but excluding all of the Excluded Assets).

Section 2.2 Excluded Assets. Notwithstanding Section 2.1, ~~—Buyer—~~ expressly understands and agrees that Buyer is not purchasing or acquiring, and Seller is not selling or assigning, any of the following assets, properties and rights of Sellers (the “Excluded Assets”):

(a) Cash;

(b) all of Sellers’ certificates of incorporation and other organizational documents, qualifications to conduct business as a foreign entity, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, stock certificates and other documents relating to the organization, maintenance and existence of any Seller as a corporation, limited liability company or other entity;

~~(iv) — Avoidance Actions;~~

~~(v) — except for any and all of the Sellers’ Claims and causes of action, including those arising under Bankruptcy Code sections 502(d), 544, 547, 548, 549, 550, and 553 and any other avoidance or similar action under the Bankruptcy Code or Workforce Subsidiary Equity Interests, if applicable nonbankruptcy law against, and any debts or obligations owing to the Sellers by, Gregrey Evan Lindberg, any of the Prepetition Lenders (as defined in the Interim DIP Order), and any affiliates or insiders of Gregrey Evan Lindberg;~~

(c) all equity securities of any Seller and all net operating losses of any Seller;

~~(d) Excluded Actions;~~

~~(d)(e)~~ all Excluded Contracts;

~~(vi) — the Excluded Claims;~~

~~(e)(f)~~ any loans or notes payable to any Seller ~~or any of its Affiliates~~ from Lindberg, any employee of any Seller or any ~~of its Lindberg~~ Affiliates (other than Ordinary Course of Business employee advances and other than loans or notes from any Transferred Employees);

~~(f)(g)~~ any (1) confidential personnel and medical Records pertaining to any Current Employees ~~or~~, Current FTEs, Former Employees or Workforce Personnel to the extent the disclosure of such information is prohibited by applicable Law, (2) other Records that Sellers are required by Law to retain and (3) any Records or other documents relating to the Chapter 11 Cases that are protected by the attorney-client privilege; *provided* that Buyer shall have ~~access~~ the right to make and retain copies of any portions of such retained Records referenced in subsection (2) to the extent that such portions relate to the Business or any Purchased Asset;

~~(g)(h)~~ all Permits other than the Assumed Permits;

~~(i) all assets, rights and claims arising from or with respect to Taxes of any Sellers, including all rights arising from all deferred tax assets, Tax deposits, Tax prepayments and refunds due from federal, state and/or local Governmental Entities with respect to Taxes paid by Sellers;~~

~~(h)~~(j) all Employee Benefit Plans;-

~~(i)~~(k) all assets maintained or held (including all deposits) pursuant to or in connection with the Health Plans ~~or~~ the 401(k) Plan; ~~and~~ or any Employee Benefit Plans;

(l) all Excluded Privileged Communications; and

~~(j)~~(m) the rights of Sellers under this Agreement and the Related Agreements and all cash and non-cash consideration payable or deliverable to Sellers under this Agreement.

Section 2.3 Assumption of Assumed Liabilities. On the terms and subject to the conditions of this Agreement, at Closing (or, with respect to Assumed Liabilities under Assumed Contracts or Assumed Permits that are assumed by Buyer after Closing, such later date of assumption as provided in Section 2.6), Buyer shall assume and become responsible solely for the Assumed Liabilities ~~set forth in Schedule 2.3~~, and Buyer agrees to timely pay, honor or discharge, as applicable, or cause to be timely paid, honored or discharged, as applicable, all such Assumed Liabilities in accordance with the terms thereof. ~~Buyer shall provide populated Schedule 2.3 by no later than April 23, 2024.~~

Section 2.4 Excluded Liabilities. Notwithstanding anything herein to the contrary, the Parties expressly acknowledge and agree that Buyer shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any liabilities of Sellers, whether existing on or before the Closing Date or arising thereafter, other than the Assumed Liabilities (all such liabilities that Buyer is not assuming being referred to collectively as the “Excluded Liabilities”). ~~The term “Excluded Liabilities” includes, without limitation, those Seller obligations enumerated in Schedule 2.4. Without limiting the generality of the foregoing, and notwithstanding anything in this Agreement to the contrary: (a) Buyer shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any liabilities or obligations owing to Lindberg, any Lindberg Affiliate, or the Workforce Employers; and (b) any and all of Sellers’ Tax obligations are Excluded Liabilities.~~

Section 2.5 Consideration. In consideration of the sale of the Purchased Assets to Buyer, and in reliance upon the representations, warranties, covenants, and agreements of Sellers set forth herein, and upon the terms and subject to the conditions set forth herein, the aggregate consideration for the sale and transfer of the Purchased Assets (the “Purchase Price”) shall, subject to entry of the Sale Order in form and substance reasonably acceptable to Buyer, and such Sale Order then being a final and non-appealable order, be composed of the following:

~~(vii) cash in the amount equal to Eleven Million Dollars (\$11,000,000.00), subject to adjustment pursuant to Section 2.5(c), to be paid at Closing (the “Cash Consideration”);~~

(a) The Credit Bid Amount;

(b) the Cash Consideration;

(c) Sellers’ retention of the Good Faith Deposit; provided, however, that if the calculation of Cash Consideration at Closing yields a negative number, then, at the Closing, Sellers shall remit to Buyer from the Good Faith Deposit the absolute value of such amount, and then

Sellers shall retain the balance of the Good Faith Deposit and Buyer shall owe \$0 as Cash Consideration under this Section 2.5 and Section 2.8(b) below;

~~(a)~~(d) Buyer's assumption of the Assumed Liabilities; and-

~~(b)~~(e) all Cure Costs payable to counterparties with respect to Assumed Contracts; ~~provided, however,~~ that:

(i) if the actual, aggregate, Cure Costs exceed \$5,000,000, then the Cash Consideration portion of the Purchase Price shall be reduced, on a dollar-for-dollar basis, by such excess (such reduction not to exceed \$500,000); and

(ii) if the actual, aggregate, Cure Costs are less than \$5,000,000, then the Cash Consideration portion of the Purchase Price shall be increased, by 75% of the actual difference between the Cure Costs and \$5,000,000.

Section 2.6 Cure Costs; Schedule Updates.

(a) Attached as Schedule 2.6(a) of the Disclosure Schedule is a Contract and Cure Schedule (the "Contract and Cure Schedule"), which Sellers shall file with the Bankruptcy Court, and serve on each counterparty listed in the Contract and Cure Schedule pursuant to and within the time period specified in the Bidding Procedures Order. The Contract and Cure Schedule contains a list of each Contract of Sellers and Sellers' good faith estimate of the amount of Cure Costs applicable to each such Contract (and if no Cure Cost is estimated to be applicable with respect to any particular Contract, the amount of such Cure Cost has been designated for such Contract as "\$0.00"). Subject to the rights and procedures set forth in this Section 2.6, including Section 2.6(b) and Section 2.6(c), if Buyer does not specifically elect to ~~reject~~assume any Contract listed in the Contract and Cure Schedule, or in any supplement thereto, in writing, each Contract shall be deemed to be rejected and, accordingly, an Assumed Excluded Contract, shall be assumed and assigned to Buyer, and Buyer shall promptly pay the not be responsible for any Cure Costs applicable to such Contract.

(b) Subject to the provisions in the Bidding Procedures Order, Buyer may, at any time and from time to time through (and including) the Closing Date, but no later than the deadline imposed under section 365(d)(4) of the Bankruptcy Code, if such date occurs before Closing (the "Contract Designation Deadline"), notify Sellers to include in the definition of Assumed Contracts, any Contract of Sellers not otherwise included in the definition of Assumed Contracts, and require Sellers to give not less than two (2) Business Days' notice to the non-Seller parties to any such Contract of Sellers' proposed assumption and assignment thereof to Buyer.

(c) Buyer may, at any time and from time to time through (and including) the applicable Contract Designation Deadline, exclude from the definition of Assumed Contracts any Contract or Lease of Sellers otherwise included in the definition of Assumed ~~Contracts; provided that no such change of the definitions of Assumed Contracts referred to in this sentence shall reduce or increase the obligation of Buyer to pay the costs of such Contract or Lease from the Closing Date through and including the effective date of the rejection by Sellers of such Contract~~Contract and Buyer shall have no obligation to pay any Cure Costs associated with such Contracts or Lease.

(d) Sellers shall be responsible for the verification of all Cure Costs for each Assumed Contract and shall use commercially reasonable efforts to correctly calculate the proper Cure Costs, if any, for each Assumed Contract prior to the filing of the Contract and Cure Schedule. To the extent that any Assumed Contract requires the payment of Cure Costs in order to be assumed pursuant to Section 365 of the Bankruptcy Code, whether determined prior to or after Closing, the Cure Costs related to such Assumed Contract, or any portion thereof, shall be paid by Buyer to the applicable counterparty (if the Cure Costs are Assumed Liabilities) within seven (7) days of the Closing Date, or such other date that the Assumed Contract is assumed by the applicable Seller and assigned to Buyer. Buyer shall be responsible for providing adequate assurances of future performance and any other Cure. With regard to an Assumed Contract that is a Lease that requires any action other than the payment of money, such action shall be confirmed and agreed to by Buyer at or before Closing or at such subsequent time when such Assumed Contract is assumed by Sellers and assigned to Buyer.

Section 2.7 Closing. The closing of the transactions contemplated by this Agreement (“Closing”) shall take place remotely by electronic exchange of documents and counterpart signature pages commencing at 11:00 a.m. prevailing Central Time on the date (the “Closing Date”) that is the first Business Day after the date on which all conditions to the obligations of Sellers and Buyer to consummate the Contemplated Transactions set forth in Article VII (other than conditions with respect to actions Sellers and/or Buyer will take at Closing itself, but subject to the satisfaction or waiver of those conditions) have been satisfied or waived, or at such other time or on such other date as shall be mutually agreed upon by Sellers and Buyer prior thereto.

Section 2.8 Deliveries at Closing.

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

(i) one or more Bills of Sale substantially in the form of Exhibit A attached hereto (each, a “Bill of Sale”);

(ii) one or more Assignment and Assumption Agreements substantially in the form of Exhibit B attached hereto (each, an “Assignment and Assumption Agreement”);

(iii) to the extent applicable pursuant to Section 7.1(d), an assignment agreement, in form and substance satisfactory to Buyer, effecting the assignment to and assumption by Buyer of each Workforce PEO Services Agreement, duly executed by each Workforce PEO (each, a “Workforce PEO Assignment Agreement”);

(iii)(iv) _____ instruments of assignment substantially in the forms of Exhibit C, Exhibit D and Exhibit E attached hereto for each registered trademark, registered copyright, and domain name, respectively, transferred or assigned hereby and for each pending application therefor (collectively, the “Intellectual Property Assignments”);

(v) such other instruments of assignment, in form and substance satisfactory to Buyer, as Buyer reasonably determines are necessary to vest in Buyer all rights, title and interest in, to and under the Sellers Owned IP and all other Intellectual Property owned by Sellers and used in furtherance of the Business;

~~(iv)~~(vi) to the extent applicable, a non-foreign affidavit from each Seller dated as of the Closing Date, sworn under penalty of perjury and in form and substance required under Treasury Regulations issued pursuant to Section 1445 of the IRC stating that such Seller is not a “foreign person” as defined in Section 1445 of the IRC;

~~(v)~~(vii) originals (or, to the extent originals are not available, copies) of all Assumed Contracts (together with all material amendments, supplements or modifications thereto) to the extent not otherwise already made available to Buyer through Sellers’ datasite;

(viii) an electronic copy of all of the information and documents posted to Sellers’ datasite at any time;

(ix) physical or constructive possession of all of the Purchased Assets capable of passing by delivery with the intent that title in such Purchased Assets shall pass by and upon delivery;

(x) a power of attorney, in form and substance satisfactory to the Buyer that enables Buyer to demand and receive the Accounts Receivable and Credit Card Receivables;

(xi) the certificates required by Section 7.1(i); and

~~(vi)~~(xii) all other documents, instruments and writings reasonably requested by Buyer to be delivered by Sellers at or prior to Closing pursuant to this Agreement.

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

(i) ~~The~~the Cash Consideration ~~pursuant to Section 2.5(a) of this Agreement, less the Good Faith Deposit, if any;~~

(ii) the Assignment and Assumption Agreement(s); and

(iii) all other documents, instruments and writings ~~reasonably requested by Sellers~~necessary to be delivered by Buyer at or prior to Closing ~~pursuant in order to this Agreement consummate the Contemplated Transactions.~~

Section 2.9 Allocation. ~~Buyer agrees to allocate the Purchase Prices across the Sellers in direct proportion to each Seller’s pro rata contribution to the Business’ aggregate sales for the last 12 months prior to Closing.~~ Within ninety (90) calendar days after the Closing

Date, Buyer shall in good faith prepare ~~a further~~ allocation of the Purchase Price (and all capitalized costs and other relevant items) among the Purchased Assets in accordance with Section 1060 of the IRC and the Treasury Regulations thereunder (and any similar provision of United States state or local or non-United States Law, as appropriate). Sellers shall have fifteen (15) days following receipt of Buyer's proposed allocation to review and comment on such proposed allocation and Buyer shall consider such comments in good faith. Thereafter, Buyer shall provide Sellers with Buyer's final allocation schedule. Sellers shall also retain the right to dispute Buyer's proposed and final allocations, with any unresolved dispute to be determined by the Bankruptcy Court. Buyer and Sellers shall report, act and file Tax Returns (including Internal Revenue Service Form 8594) in all respects and for all purposes consistent with such allocation. Neither Buyer nor Sellers shall take any position (whether in audits, Tax Returns or otherwise) which is inconsistent with such allocation unless required to do so by applicable Law.

~~ARTICLE III.~~**ARTICLE III.**
SELLERS' REPRESENTATIONS AND WARRANTIES

Each ~~Seller, of the Sellers~~ jointly and severally, represents and warrants to Buyer ~~that~~:

Section 3.1 Organization of Sellers; Good Standing. Except as disclosed on ~~Schedule 3.1, each of the Disclosure Schedule~~:

(a) Each Seller is duly incorporated or formed, validly existing and in good standing under the Laws of its state of incorporation or formation as listed on Schedule 3.1 of the Disclosure Schedule, and has all necessary power and authority to own, lease, and operate its properties and to conduct its business in the manner in which its Business is currently being conducted. A Seller's failure to be in good standing, as reflected on Schedule 3.1 of the Disclosure Schedule, does not have a Material Adverse Effect nor does it materially adversely affect the Sellers' ability to enter into the Contemplated Transactions or perform its obligations hereunder. Each Seller has all requisite corporate or similar power and authority to own, lease and operate its assets, and each Seller has corporate power and authority to carry on the Business as currently conducted.

(b) Each Seller is duly authorized to do business and is in good standing as a foreign corporation or limited liability company in each jurisdiction where the ownership or operation of the Purchased Assets or the conduct of the Business requires such qualification, except for failures to be so authorized or be in such good standing, as would not, individually or in the aggregate, have a Material Adverse Effect.

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

(a) each Seller has all requisite power and authority to execute and deliver this Agreement and all Related Agreements to which it is a party and to perform its obligations hereunder and thereunder; the execution, delivery and performance of this Agreement and all Related Agreements to which such Seller is a party have been duly authorized by such Seller and no other action on the part of such Seller is necessary to authorize this Agreement or the Related Agreements to which it is party or to consummate the Contemplated Transactions; and

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

Section 3.3 Noncontravention. Neither the execution and delivery of this Agreement, nor the consummation of the Contemplated Transactions (including the Related Agreements), will, subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at the time of Closing, (i) conflict with or result in a breach of the certificate of incorporation or formation, by-laws or other organizational documents of any Seller, (ii) violate any Law to which any Seller is, or its respective assets or properties are, subject, or (iii) subject to the entry of the Sale Order, conflict with any Assumed Contract, and, in the case of clause (ii) or (iii), for such conflicts, breaches, defaults, accelerations, rights or failures to give notice as would not, individually or in the aggregate, have a Material Adverse Effect.

Section 3.4 Compliance with Laws. Sellers have been and are in compliance with all Laws applicable to the Business or the Purchased Assets, except in any such case where the failure to be in compliance would not have a Material Adverse Effect.

Section 3.5 Title to Purchased Assets; Condition of Tangible Personal Property; Sufficiency of Purchased Assets. Sellers, as of Closing, will have good and valid title to, or, in the case of leased assets, will have good and valid leasehold interests in, the Purchased Assets, free and clear of all Liens (except for Permitted Liens), subject to entry of the Sale Order. At Closing or such time as title is conveyed under Section 2.7, Sellers will transfer, sell, assign and convey, subject to the Sale Order having been entered and still being in effect and not subject to any stay pending appeal at such time, good and valid title to, or valid leasehold interests in, all of the Purchased Assets, free and clear of all Liens (except for Permitted Liens), to the fullest extent permissible under section 363(f) of the Bankruptcy Code and subject to the rights of licensees under section 365(n) of the Bankruptcy Code. ~~The Purchased Assets constitute all property (of any type, whether tangible or intangible) and property rights now used in the conduct of the Business as currently conducted by Seller, other than the Excluded Assets. Schedule 3.5 of the Disclosure Schedule sets forth all Tangible Personal Property. To Sellers' Knowledge, all Tangible Personal Property is structurally sound, in good operating condition and repair, and adequate for the uses to which the Tangible Personal Property is being put, and none of the Tangible Personal Property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost. The Purchased Assets are sufficient for the continued conduct of the Business after Closing in substantially the same manner as conducted prior to Closing and~~

constitute all rights, property and assets (of any type, whether tangible or intangible) necessary to conduct the Business as currently conducted. None of the Excluded Assets and no assets owned by any Person other than Sellers (except for assets for which Sellers have acquired the right to use pursuant to an Assumed Contract) are material to the operation of the Business from and after Closing.

Section 3.6 Contracts. ~~To Sellers' Knowledge.~~ Schedule 3.6 of the Disclosure Schedule sets forth the following Contracts (all Contracts listed or required to be listed herein are referred to as "Material Contracts") as of the date of this Agreement:

- (a) all Leases that pertain to the Business;
- (b) all Contracts under which any Seller leases personal property in connection with the Business;
- (c) all Contracts that provide for payments in excess of ~~\$250~~100,000 over a 12-month period;
- (d) all customer Contracts, ~~which to Sellers' Knowledge, that~~ relate to the revenue per ~~Customer~~customer reflected on Schedule 3.6(d); of the Disclosure Schedule;
- (e) all Contracts that are material to the operation of the Business and that Sellers' counterpart(y)(ies) may terminate without more than 90 days' prior notice without a breach thereof by Sellers;
- (~~e~~)(f) all Contracts with any material supplier of the Business;
- (~~f~~)(g) all Contracts with any Governmental ~~Authority~~Entity related to the Business;
- (~~g~~)(h) all employment, confidentiality, and/or noncompetition Contracts with employees of any Seller and Contracts with independent contractors or consultants (or similar arrangements) engaged in connection with the Business, in each case providing for cash compensation exceeding \$25,000 per year; ~~and~~
- (i) all Contracts between any Seller, on the one hand, and any Lindberg Affiliate, on the other;
- (j) all Contracts with any Current FTE, a third party who employs or has directly engaged a Current FTE, or otherwise relating to the work or services of any Current FTE;
- (k) all Contracts with any Workforce Employer, any member of the Workforce Personnel, or otherwise relating to the work or services of any Workforce Employer or Workforce Personnel (and to the extent any of the foregoing are not memorialized in a written Contract, a detailed summary of any arrangements relating to the foregoing);
- (l) all Contracts with any Person involved in the development, creation, generation and/or maintenance of any Software;

(m) all Contracts that limit or purport to limit the ability of any Seller to compete in any line of business or with any Person or in any geographic area during any period of time;

(n) all Contracts for the sale of any Purchased Assets or for the grant to any Person of any option, right of first refusal or preferential or similar right to purchase any of the Purchased Assets;

(h)(o) all other Contracts that are material to the operation of the Business and not previously disclosed pursuant to this Section 3.6.

To Sellers' Knowledge, except as to matters which would not reasonably be expected, ~~in the aggregate,~~ to have a Material Adverse Effect and except as set forth on Schedule 3.6 of the Disclosure Schedule, each of the Material Contracts is in full force and effect and is the legal, valid, and binding obligation of the applicable Seller and, to the Sellers' Knowledge, of the other parties thereto, enforceable against each of them in accordance with its terms, and upon consummation of the Contemplated Transaction shall continue in full force and effect without penalty. Except as set forth on Schedule 3.6 of the Disclosure Schedule, and excluding any defaults on the basis of nonpayment, no Seller is in material default under any Material Contract, nor, to the Sellers' Knowledge, is any other party to any Material Contract in breach of or default thereunder, and no event has occurred that with the lapse of time or the giving of notice or both would constitute a breach or default by any Seller or any other party thereunder. Except as set forth on Schedule 3.6 of the Disclosure Schedule, no party to any of the Material Contracts has exercised any termination rights with respect thereto, and no party has given notice of any significant dispute with respect to any Material Contract. Sellers have and will transfer to Buyer at Closing good and valid title to the Assumed Contracts, free and clear of all Liens other than Permitted Liens. To Sellers' Knowledge, except as set forth on Schedule 3.6 of the Disclosure Schedule, Sellers have delivered to Buyer true, correct, and complete copies of all of the Material Contracts, together with all amendments, modifications or supplements thereto.-

Sellers' good faith estimate of the amount of Cure Costs applicable to each Contract reflected on the Contract and Cure Schedule is, ~~to Sellers' Knowledge, true and~~ correct and accurately reflects Seller's ~~Sellers'~~ pre-petition ~~obligations~~ payment obligations under such Contract.

Section 3.7 Intellectual Property.~~To Sellers' Knowledge,.~~

(a) Schedule 3.7 of the Disclosure Schedule sets forth a true and complete list of (i) all Software, including all ~~IP-Intellectual Property~~ components thereof; (ii) all ~~Registered~~ Intellectual Property that is owned by any Seller and used in or related to the Business, (iii) all ~~material~~ Contracts pursuant to which any Seller has obtains the right to use any Intellectual Property, excluding licenses for off-the-shelf software that is not incorporated into any Software, and (iv) all material Contracts pursuant to which any Seller grants to any other Person the right to use any Intellectual Property. Except as set forth in Schedule 3.7 of the Disclosure Schedule, to the Sellers' Knowledge, Sellers own all ~~such Registered~~ Intellectual Property used to conduct the Business free and clear of all Liens (except for Permitted Liens and subject to entry of the Sale Order). and all such Intellectual Property is valid, subsisting and, to Sellers' Knowledge, enforceable, and is not subject to any outstanding Decree adversely affecting Sellers' use thereof or rights thereto.

(b) To Sellers' Knowledge and except as set forth on Schedule 3.7 of the Disclosure Schedule, none of the use of the Intellectual Property included in the Purchased Assets, the conduct of the Business as currently conducted, nor any of the Products sold or services provided by Sellers or any of their Affiliates in connection therewith, infringes upon or otherwise violates the Intellectual Property of any other Person. To Sellers' Knowledge and except as set forth on Schedule 3.7 of the Disclosure Schedule, no third party is infringing upon any Intellectual Property owned by any Seller and included in the Purchased Assets, except as would not reasonably be expected to have a Material Adverse Effect.

(c) Except as set forth on Schedule 3.7 of the Disclosure SchedulesSchedule, to Sellers' knowledge: (i) the Sellers exclusively own and possess all right, title and interest in and to the Software and(including all Intellectual Property used in connection with the Software) and the Registered Intellectual Property (the "Sellers Owned IP"), free and clear of all Liens except Permitted Liens, and hashave a valid right to license or use all other Intellectual Property used by the Sellers in the operation of the Sellers's Business as presently conducted; (ii) the Sellers Owned IP is subsisting, and in full force or effect, and is valid and enforceable, and has not been cancelled, or unintentionally expired or abandoned; (iii) each item of Sellers' Registered Intellectual Property is registered or applied for, as applicable, in the name of the Sellers and is currently in compliance with all formal legal requirements (including without limitation, as applicable, payment of filing, examination and maintenance fees, notices to Governmental AuthoritiesEntities, election of title, duties of candor, inventor declarations, proofs of working or use, timely post-registration filing of affidavits of use and incontestability, and renewal applications); (iv) none of ~~the~~ Sellers' Registered Intellectual Property is subject to any maintenance fees or taxes or actions falling due within 90 days after the Closing Date to obtain, perfect, or maintain in full force and affecteffect each item of Sellers' Registered Intellectual Property; and (v) no Sellers Registered IPIntellectual Property has been or is now involved in any reissue, reexamination, inter-partes review, post-grant review, or opposition proceeding.

(d) ~~Except~~To Sellers' Knowledge and except as set forth on Schedule 3.7 of the Disclosure SchedulesSchedule, all current and former officers, directors, employees, consultants, independent contractors and other Persons who contributed to the creation or development of any Sellers Owned IP and all other Intellectual Property owned by Sellers did so either (i) pursuant to written agreements or acknowledgements assigning, subject to applicable Law, all Intellectual Property arising therefrom to the Sellers or (ii) in the case of employees of Sellers, within the scope of his or her employment, such that, ~~subject to and in accordance with applicable Law~~, all Intellectual Property arising therefrom became the exclusive property of the Sellers. To Sellers' Knowledge, no current or former officer, director, employee, consultant or independent contractor of either the Sellers or any Workforce Employer is in default or breach of any term of any confidentiality agreement, non-disclosure agreement, assignment of invention agreement, or similar agreement.-

Section 3.8 Litigation. Schedule 3.8 of the Disclosure Schedule sets forth all unresolved material Litigation brought by or against any Seller, and, to Sellers' Knowledge, there is no other material Litigation (i) threatened in writing, (ii) before any Governmental AuthorityEntity against any Seller which is reasonably likely to have a Material Adverse Effect or (iii) which in any manner challenges or seeks to prevent, enjoin, alter, or materially delay the Contemplated Transactions. As of the date hereof, no Seller is currently subject to any material

judgment, order, writ, injunction, or decree of any court or other Governmental ~~Authority~~Entity (“Order”) that would apply to the Buyer or Buyer’s operation of the Business from and after the Closing, other than Orders of general applicability, and ~~(ii),~~ as of the Closing Date, no Seller will be subject to any material Order that would apply to the Buyer or Buyer’s operation of the Purchased Assets or Business from and after the Closing, other than Orders of general applicability or any Order that is stayed by operation of Section ~~362(a)~~ of the Bankruptcy Code.

Section 3.9 Employees and Employment Matters.

~~Section 3.9(a)~~ No Seller is a party to or bound by any collective bargaining agreement covering the Current Employees (as determined as of the date of this Agreement), nor is there any ongoing strike, walkout, work stoppage, or other material collective bargaining dispute affecting any Seller with respect to the Business. To Sellers’ Knowledge, there is no organizational effort being made or threatened by or on behalf of any labor union with respect to the Current Employees (as determined as of the date of this Agreement). ~~Within five (5) days of the date hereof, Sellers shall make available to Buyer a list of all Current Employees. Schedule 3.9(a) of the Disclosure Schedule~~ sets forth a complete list of: (i) all employees, and (ii) all current paid operating consultants providing services to Seller; together, in each case, with the current rate of compensation (if any) payable to each and any paid vacation time owing to such person, any incentive, bonus or deferred payments owing to such persons but not yet paid, the ~~dated~~day of employment of each such person. Seller does not have any employees employed in the Business outside of the United States. ~~To Sellers’ Knowledge, every Employee of Seller who requires authorization from a Governmental Authority to work in such Employee’s place of work has the necessary immigration documentation from such Governmental Authority to work in such place of work.~~

~~(b) To Sellers’ Knowledge, no Workforce Employer is a party to or bound by any collective bargaining agreement covering the Workforce Personnel (as determined as of the date of this Agreement), nor is there any ongoing strike, walkout, work stoppage, or other material collective bargaining dispute affecting any Workforce Employer with respect to the Business. To Sellers’ Knowledge, there is no organizational effort being made or threatened by or on behalf of any labor union with respect to the Workforce Personnel (as determined as of the date of this Agreement). Schedule 3.9(b) of the Disclosure Schedule sets forth members of the Workforce Personnel, whether employed or otherwise engaged by a Workforce Employer, together with the current rate of compensation (if any) payable to each and any paid vacation time owing to such person by a Workforce Employer, any incentive, bonus or deferred payments owing to such persons by a Workforce Employer but not yet paid, and the day of employment of each such person by a Workforce Employer.~~

~~(c) To Sellers’ Knowledge, no member of the Workforce Personnel is subject to any restrictive covenant or other obligation (including without limitation any “non-compete” obligations, “non-solicitation” obligations, confidentiality obligations or the like) that would limit, restrict or impair, or purport to limit, restrict or impair, Sellers in the performance of their obligations under Section 7.1(d) or otherwise limit, restrict or impair, or purport to limit, restrict or impair, the ability of such member to (i) be employed or engaged by Buyer, a Buyer Affiliate or designee of Buyer or any Person other than a Workforce Employer or (ii) provide work or~~

services related to the Business as an employee or contractor of any Person other than a Workforce Employer.

(d) Except as set forth on Section 3.9(d) of the Disclosure Schedule, each employee of the Sellers, from the first day of employment by Sellers through such member's last day of employment by Sellers, was, is and will be bound by (i) an employee non-disclosure and confidentiality agreement that (A) is in substantially the same form as the template employee non-disclosure and confidentiality agreement set forth in Schedule 3.9(d) of the Disclosure Schedule or (B) contains usual, customary and commercially reasonable terms and conditions to protect the proprietary information and Intellectual Property of Sellers and (ii) an employee handbook containing substantially the same terms, conditions, policies and procedures as those set forth in the employee handbook set forth in Schedule 3.9(d) of the Disclosure Schedule (the "Employee Handbook"). Each employee of the Sellers has been provided a copy of the Employee Handbook and has acknowledged receipt thereof.

(e) Except as set forth on Section 3.9(e) of the Disclosure Schedule, each member of the Workforce Personnel, from the first day of employment or engagement by the applicable Workforce Employer through such member's last day of employment or engagement by the applicable Workforce Employer, was, is and will be bound by a letter of appointment or similar Contract in substantially the same form as the template letter of appointment set forth in Schedule 3.9(e) of the Disclosure Schedule.

Section 3.10 Employee Benefit Plans.

(a) Schedule 3.10 of the Disclosure Schedule lists each material Employee Benefit Plan that Sellers maintain or to which Sellers contribute. With respect to each such Employee Benefit Plan, Sellers have made available to Buyer all written plan documents and summary plan descriptions, as applicable, for each Employee Benefit Plans.

(b) To Sellers' Knowledge, each Employee Benefit Plan has been established, funded, maintained and administered, in each case, in all material respects, in accordance with its terms and all applicable Laws. As of the date hereof, there is no material pending or, to Sellers' Knowledge, threatened ~~in writing~~ Litigation relating to the Employee Benefit Plans.

(c) Except as set forth on Schedule 3.10(c) of the Disclosure Schedule, with respect to each Employee Benefit Plan, all payments, premiums, contributions, distributions, reimbursements or accruals for all periods (or partial periods) ending prior to or as of the Closing Date shall have been timely made in accordance with the terms of the applicable Employee Benefit Plan and applicable Law.

Section 3.11 Real Property.

(a) Sellers do not own any real property.

(b) Schedule 3.11(b) of the Disclosure Schedule sets forth the address of each Leased Real Property, and a true and complete list of all Leases for such Leased Real Property. Sellers have made available to Buyer true and complete copies of such Leases, as amended through the date hereof. Except as set forth on Schedule 3.11(b) of the Disclosure Schedule, to Sellers'

Knowledge the Leased Real Property has no material defects that at any one location would reasonably be expected to cost Sellers \$10,000 or more to repair, and is otherwise in good operating condition and repair and is adequate and suitable to conduct the business of Sellers as currently conducted.

Section 3.12 Permits. Schedule 3.12 of the Disclosure Schedule (i)-contains a list of all material Permits that Sellers hold as of the date hereof in connection with the operation of the Business and (ii)-identifies any material Permits that are not transferable in accordance with their terms. Each Assumed Permit is in full force and effect. Neither the execution of this Agreement nor the Closing do or will constitute or result in a default under or violation of any such Permit. As of the date hereof, there is no Litigation pending or, to Sellers' Knowledge, threatened ~~in writing~~ that seeks the revocation, cancellation, suspension, failure to renew or adverse modification of any material Assumed Permits, except where a failure of this representation and warranty to be so true and correct could not reasonably be expected to have a Material Adverse Effect. To Sellers' Knowledge, all required filings with respect to the Assumed Permits have been made and all required applications for renewal thereof have been filed, except where a failure of this representation and warranty to be so true and correct could not reasonably be expected to have a Material Adverse Effect. For clarity's sake, all Permits associated with the Software are deemed to be material.

Section 3.13 Taxes. ~~Except as set forth on Schedule 3.13.~~ Except as set forth in Schedule 3.13 of the Disclosure Schedule.

(a) Since the ~~Chapter 11 Cases' petition date~~ Petition Date, each Seller has timely and fully paid all Taxes that ~~are accrued and became legally~~ due and owing (whether or not reflected on any Tax Return) against such Seller, the Purchased Assets or the Business on or after the Petition Date, and are accurately reflected on the financial statements.

(b) Since the Chapter 11 Cases' petition date, each Seller has complied in all respects with all applicable Laws relating to the payment and withholding of Taxes and has withheld all Taxes that are or were required by Law to be withheld or collected, and has paid to the proper Governmental Authority all amounts required to be so withheld and paid over ~~for~~ all periods under applicable Laws.

(c) Within the last two ~~(2)~~ years, no Governmental ~~Authority~~ Entity, including any jurisdictions where a Seller has not filed a Tax Return, has delivered or threatened to deliver: (i)-notice indicating an intent to open an audit or other review;; (ii)-request for information related to Tax matters;; or (iii) notice of deficiency or proposed adjustment for any amount of Tax proposed, asserted or assessed by any Tax authority against Seller. Seller has not been informed by any jurisdiction, including any jurisdiction where Seller has not filed a Tax Return, that the jurisdiction believes that Seller was required to file a Tax Return that was not filed.

(d) Sellers have provided each Taxing authority, with which any Seller has a reporting or payment obligation ~~on~~ or outstanding liability, appropriate notice of the Chapter 11 Cases.

Section 3.14 ~~Financial Statements.~~

(a) Set forth on Schedule 3.14 of the Disclosure Schedule are: (i) ~~the~~ Sellers' unaudited consolidated balance sheet as of December 31, 2023~~;~~ and (ii) ~~the~~ related unaudited statements of income for the periods then ended (the "Financial Statements").

(b) The Financial Statements were derived from the Sellers' books and records and: (i) ~~were~~ prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein~~;~~ and (ii) ~~fairly~~ present the financial condition of Sellers and the financial position and results of operations of the Business at the ~~dates~~date and for the periods indicated, subject, in the case of clauses (i) and (ii), to the absence of footnotes and to normal year-end audit adjustments.

(c) Set forth in Schedule- 3.14-(c) of the Disclosure Schedule are copies of (i) the variance reports through week ending April 5, 2024, and (ii) the preliminary March financials (the "Interim Financials"). ~~The~~ Interim Financials (i) were prepared in accordance with sound accounting principles consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and (ii) ~~fairly~~ present the financial condition of Sellers and the financial position and results of operations of the Business at the dates and for the periods indicated.

Section 3.15 Insurance. ~~To Sellers' Knowledge and except.~~ Except as would not cause a Material Adverse Effect, (i) ~~Seller's~~ Sellers' insurance policies covering or relating to Seller's properties or operations are in full force and effect (with respect to the applicable coverage periods), ~~and (ii) (ii) Sellers' policies for directors' and officers' liability insurance are in full force and effect, and (iii)~~ Sellers are not in default with respect to any of its obligations under any of such insurance policies.

Section 3.16 Absence of Certain Changes.

(a) Since December 31, 2023, no Seller has sold or disposed of, or agreed or committed to sell or dispose of, any material assets used in or related to the Business, other than sales of Inventory in the Ordinary Course of Business, and no such event has occurred~~;~~ and

(b) no Seller has received written notice of termination for any Assigned Contract.

Section 3.17 Inventory. Sellers hold no Inventory.

Section 3.18 Environmental Matters. ~~To Sellers' Knowledge.~~ Sellers have received no notice that any Seller has (i) failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law with respect to such Seller's operations or the Business, (ii) become subject to a pending claim with respect to any Environmental Liability, or (iii) received written notice of any claim with respect to any Environmental Liability except, in each case, as could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

Section 3.19 Brokers' Fees. No Seller has entered into any Contract to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or obligated to pay.

Section 3.20 No Other Representations or Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS Article III (AS QUALIFIED, AMENDED, SUPPLEMENTED, AND MODIFIED BY THE DISCLOSURE SCHEDULE), NEITHER SELLERS NOR ANY OTHER PERSON MAKES (AND BUYER IS NOT RELYING UPON) ANY OTHER EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO SELLERS, THE BUSINESS, THE PURCHASED ASSETS (INCLUDING THE VALUE, CONDITION OR USE OF ANY PURCHASED ASSET), THE ASSUMED LIABILITIES OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AND SELLERS DISCLAIM ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER MADE BY SELLERS, ~~ANY AFFILIATE OF SELLERS~~ OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR REPRESENTATIVES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS Article III (AS QUALIFIED, AMENDED, SUPPLEMENTED, AND MODIFIED BY THE DISCLOSURE SCHEDULE), EACH SELLER (I) EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO THE CONDITION OF THE PURCHASED ASSETS (INCLUDING ANY IMPLIED OR EXPRESSED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF THE PROBABLE SUCCESS OR PROFITABILITY OF THE OWNERSHIP, USE OR OPERATION OF THE BUSINESS OR THE PURCHASED ASSETS BY BUYER AFTER CLOSING), AND (II) DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, PROJECTION, FORECAST, STATEMENT, OR INFORMATION MADE, COMMUNICATED OR FURNISHED (ORALLY OR IN WRITING) TO BUYER OR ~~ITS~~ANY BUYER AFFILIATES OR THEIR REPRESENTATIVES (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN OR MAY BE PROVIDED TO BUYER BY ANY DIRECTOR, OFFICER, EMPLOYEE, AGENT, CONSULTANT OR REPRESENTATIVE OF ANY SELLER ~~OR ANY OF THEIR AFFILIATES~~).

THE PROVISIONS OF THIS SECTION 3.20 SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS AGREEMENT AND SHALL BE INCORPORATED INTO THE CLOSING DOCUMENTS TO BE DELIVERED AT CLOSING.

ARTICLE IV. ARTICLE IV.
BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Sellers as follows:

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

Section 4.2 Authorization of Transaction.

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

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

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

Section 4.3 Noncontravention. Neither the execution and delivery of this Agreement, nor the consummation of the Contemplated Transactions (including the Related Agreements) will (a) conflict with or result in a breach of the certificate of formation or other organizational documents, of Buyer, (b) subject to any consents required to be obtained from any Governmental ~~Authority~~Entity, violate any Law to which Buyer is, or its assets or properties are subject, or (c) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify or cancel, or require any notice under any Contract to which Buyer is a party or by which it is bound, except, in the case of either clause (b) or (c), for such conflicts, breaches, defaults, accelerations, rights, or failures to give notice as would not, individually or in the aggregate, reasonably be expected to prevent, materially delay, or materially impair to the ability of Buyer to consummate the transactions contemplated by this Agreement or by the Related Agreements. Buyer is not required to give any notice to, make any filing with, or obtain any authorization, consent or approval of any Governmental ~~Authority~~Entity in order for the Parties to consummate the transactions contemplated by this Agreement or any of the Related Agreements, except ~~as provided in Section 6.11 of this Agreement and~~ where the failure to give notice, file or obtain such authorization, consent or approval would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair to the ability of Buyer to consummate the transactions contemplated by this Agreement or by the Related Agreements.

Section 4.4 Financial Capacity. Buyer has and at the time of Closing, Buyer will have, (a) the resources (including sufficient funds available to pay the Purchase Price and other amounts required to be paid by Buyer hereunder and any other expenses and payments incurred by Buyer

in connection with the transactions contemplated by this Agreement) and capabilities (financial or otherwise) to perform its obligations hereunder, and (b) will not have incurred any obligation, commitment, restriction or Liability of any kind, that would materially impair or materially adversely affect such resources and capabilities.

Section 4.5 Adequate Assurances Regarding Executory Contracts. Buyer as of Closing will be capable of satisfying the conditions contained in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assumed Contracts.

Section 4.6 Good Faith Purchaser. Buyer is a “good faith” purchaser², as such term is used in the Bankruptcy Code and the court decisions thereunder. Buyer is entitled to the protections of Section 363(m) of the Bankruptcy Code with respect to all of the Purchased Assets. Buyer has negotiated and entered into this Agreement in good faith.

Section 4.7 Brokers’ Fees. Neither Buyer nor any ~~of its~~ Buyer Affiliates ~~has~~ have entered into any Contract to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which any Seller could become liable or obligated to pay.

Section 4.8 Condition of Business. Buyer is an informed and sophisticated purchaser, and has engaged or had the opportunity to engage advisors, experienced in the evaluation and purchase of properties and assets such as the Purchased Assets and assumption of liabilities, such as the Assumed Liabilities, as contemplated hereunder. Buyer has undertaken such investigation and has been provided with and has evaluated such documents and information as it has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement. Buyer acknowledges that Sellers have given Buyer reasonable and open access to the key employees, documents and facilities of the Business. Buyer hereby acknowledges and agrees that notwithstanding anything expressed or implied herein to the contrary, except as expressly set forth in Article III of this Agreement, Sellers (including each of their directors, officers, employees, agents, stockholders, ~~Affiliates,~~ consultants, counsel, accountants and other representatives) make no express or implied representations or warranties whatsoever, including, without limitation, any representation or warranty as to physical condition or value of any of the Purchased Assets or the future profitability or future earnings performance of the Business. Buyer will accept the Purchased Assets and assume the Assumed Liabilities ~~at from and after~~ Closing “AS IS,” “WHERE IS,” ~~and~~ AND “WITH ALL FAULTS.”

ARTICLE V. ARTICLE V. **PRE-CLOSING COVENANTS**

The Parties agree as follows with respect to the period between the execution of this Agreement and Closing (except as otherwise expressly stated to apply to a different period):

Section 5.1 Certain Efforts; Cooperation.

(a) Subject to the terms and conditions of this Agreement, each of the Parties shall use its commercially reasonable efforts, subject to the orders of the Bankruptcy Court, to make effective the transactions contemplated by this Agreement (including satisfaction, but not waiver, of the conditions to the obligations of the Parties to consummate the Contemplated

Transactions set forth in Article VII), except as otherwise provided in Section 5.2; provided, however, Sellers shall be entitled to take such actions as are required in connection with the discharge of their fiduciary duties during the Chapter 11 Cases ~~(including, soliciting higher or better offers for the Purchased Assets in any Auction in conformity with the terms of this Agreement).~~.

(b) On and after Closing, Sellers and Buyer shall use their commercially reasonable efforts to take, or cause to be taken, all appropriate action, to do or cause to be done by Sellers and Buyer all things necessary under applicable Law, and to execute and deliver such documents, ancillary agreements and other papers as may be required to carry out the provisions of this Agreement and consummate and make effective the Contemplated Transactions, including in order to more effectively vest in Buyer all of Sellers' right, title, and interest to the Purchased Assets, free and clear of all Liens (other than Permitted Liens expressly contemplated by the Sale Order); provided, however, that Sellers' obligations ~~hereunder~~under this Section 5.1(b) shall only continue until the Chapter 11 Cases are closed or dismissed. Buyer shall at all times take all appropriate actions necessary to permit, and shall refrain from taking any action that would prevent, the Bankruptcy Court to make findings in the Sale Order that (a) Buyer is a good-faith buyer under Section 363(m) of the Bankruptcy Code, (b) the sale of the Purchased Assets contemplated hereby did not involve any improper conduct, including collusion, and cannot be avoided under grounds set forth under Section 363(n) of the Bankruptcy Code, and (c) Buyer is not a successor to Sellers with respect to the Purchased Assets.

Section 5.2 Notices and Consents.

(a) To the extent required by the Bankruptcy Code or the Bankruptcy Court, Sellers shall (i) give any notices to third parties, and each Seller shall use its commercially reasonable efforts to ~~(i)~~ obtain any third party Consents or sublicenses and (ii) with respect to the ~~permits~~Permits, licenses, and other documents set forth on Schedule 3.12 of the Disclosure Schedule, to the extent any such ~~permits~~Permits, licenses, or other documents cannot either be transferred to Buyer or obtained by Buyer prior to Closing because of Governmental ~~Authority~~Entity action or inaction or requirements of applicable Law, to provide to Buyer, both prior to and after Closing, all support reasonably required to effectuate the transfer of such ~~permit(s), Permits~~, licenses, ~~or and~~ other documents, including, without limitation, providing information to Buyer or any Governmental ~~Authority~~Entity, preparing all required documentation or executing all documents necessary to support the transfer or issuance of such ~~permit~~Permit to Buyer immediately following or within a reasonable time after the Closing.-

(b) Sellers and Buyer shall cooperate with one another in promptly determining whether any filings are required to be or should be made or consents, approvals, permits or authorizations are required to be or should be obtained under any applicable Law in connection with this Agreement and the Contemplated Transactions and in promptly making any such filings, furnishing information required in connection therewith and seeking to obtain timely any such consents, permits, authorizations, approvals or waivers.

(c) ~~Sellers shall not incur any costs associated with the obligations pursuant to this Section 5.2~~Section 5.2(a) and (b), other than ~~(i) in the Ordinary Course of Business, and (ii) such ordinary and reasonable professional fees as described in this Agreement as are required for~~

Sellers to comply with the obligations hereunder~~-, and~~ Sellers' obligations hereunder shall only continue until the Chapter 11 Cases are closed or dismissed.

(d) Subject to the terms and conditions set forth in this Agreement and applicable Law, Buyer and Sellers shall (A) promptly notify the other Party of any communication to that Party from any Governmental AuthorityEntity in respect of any filing, investigation or inquiry concerning this Agreement or the Contemplated Transactions, (B) if practicable~~and as otherwise permitted by applicable Law~~, permit the other Party the opportunity to review in advance all the information relating to Sellers and their respective Subsidiaries or Buyer and ~~its Subsidiaries and/or the Buyer~~ Affiliates, as the case may be, that appears in any filing made with, or written materials submitted to, any third party and/or any Governmental AuthorityEntity in connection with the Agreement and the transactions contemplated by this Agreement and incorporate the other Party's reasonable comments, (C) ~~if practicable and as otherwise permitted by applicable Law~~, not participate in any substantive meeting or discussion with any Governmental AuthorityEntity in respect of any filing, investigation, or inquiry concerning this Agreement and the transactions contemplated by this Agreement unless it consults with the other Party in advance, and, to the extent permitted by such Governmental AuthorityEntity, gives the other Party the opportunity to participate in and/or attend such meeting and/or discussion, and (D) ~~if practicable and as otherwise permitted by applicable Law~~, furnish the other Party with copies of all correspondences, filings, and written communications between them and their Subsidiaries and ~~or Affiliates and~~ Representatives, on the one hand, and any Governmental AuthorityEntity or its respective staff, on the other hand, with respect to this Agreement and the transactions contemplated by this Agreement, provided, however, that any materials or information provided pursuant to any provision of this Section 5.2(d) may be redacted before being provided to the other Party to remove references concerning (i) the valuation of Buyer, Sellers, or any of their Subsidiaries, (ii) financing arrangements, (iii) as necessary to comply with contractual arrangements, and (iv) as necessary to address reasonable privilege or confidentiality issues. Sellers and Buyer may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other under this Section 5.2(d) as "outside counsel only." Such materials and the information contained therein shall be given only to the outside legal counsel and any retained consultants or experts of the recipient and shall not be disclosed by such outside counsel to employees, officers or directors of the recipient, unless express written permission is obtained in advance from the source of the materials (Sellers or Buyer, as the case may be). Each of Sellers and Buyer shall promptly notify the other Party if such Party becomes aware that any third party has any objection to the Agreement on antitrust or anti-competitive grounds. Notwithstanding the foregoing, Buyer shall have no obligations under this Section 5.2(d) with respect to communications between Buyer and its Representatives, on the one hand, and the North Carolina Department of Insurance and its Representatives, on the other, if such communications occur in the ordinary course of Buyer's receivership proceedings and are not material to the consummation of the Contemplated Transactions.

Section 5.3 Bankruptcy Actions.

(a) Sale Order. The Sale Order shall be entered no later than three (3) days after the Sale Hearing. The Sale Order shall be in a form acceptable to Buyer in its reasonable discretion and provide, among other things, that:

- (i) this Agreement is valid and enforceable;
- (ii) this Agreement and the Contemplated Transactions are approved;

(iii) on the Closing Date, the Purchased Assets shall be sold to Buyer free and clear of any and all Liens (except for Permitted Liens), including any liens granted during the Chapter 11 Cases;

(iv) on the Closing Date, the Assumed Contracts shall be assumed by Sellers and assigned to Buyer pursuant to Section 365 of the Bankruptcy Code and Buyer shall pay to the applicable counterparties the Cure Costs that are Assumed Liabilities due in connection with the assumption and assignment of Assumed Contracts;

~~(iv)~~(v) Sellers shall be entitled to assert any defenses against any claim asserted by any counterparty to the Assumed Contracts; and

~~(v)~~(vi) all persons and entities, including, governmental, tax and regulatory authorities, lenders, trade, and other creditors holding interests or claims of any kind or nature whatsoever against Sellers or their assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, senior or subordinated), arising under or out of, in connection with or in any way relating to Sellers, the Purchased Assets, or the operations of Sellers prior to Closing shall have no claims against Buyer, ~~its affiliates~~any Buyer Affiliates, successors or assigns, property, or the Purchased Assets related to such interests or claims, subject to rights of parties or individuals for claims arising out of Assumed Liabilities.

(b) ~~Seller~~Sellers will provide Buyer with a reasonable opportunity to review and comment upon the Sale Order contemplated by this Agreement prepared by ~~Seller~~Sellers which shall be in-a final form reasonably acceptable to Buyer.

(c) The Sale Order shall contain findings by the Bankruptcy Court that (a) Buyer is a good-faith ~~purchaser~~buyer under Section 363(m) of the Bankruptcy Code, (b) Buyer is not a successor to Sellers, and (c) the sale of the Purchased Assets contemplated hereby did not involve any improper conduct, including collusion, and cannot be avoided under grounds set forth under Section 363(n) of the Bankruptcy Code, unless in the reasonable judgment of Sellers' professionals, after consultation with Buyer, Sellers believe there exists a factual basis that would preclude the Bankruptcy Court from making such a finding.

(d) Sellers and Buyer agree to use commercially reasonable efforts to cooperate, assist and consult with each other to obtain the issuance and entry of the Sale Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court. The Sale Order shall also indicate that the transactions set forth in this Agreement may be consummated immediately upon entry of the Sale Order and pursuant to Fed. R. Bankr. P. 6004(h), the sale of the Purchased Assets is not stayed pending the expiration of fourteen (14) days from the date of entry of the Sale Order. In the event the Sale Order is appealed, Sellers shall use their commercially reasonable efforts to oppose any such appeal.

(e) Bankruptcy Court Approval of Sale. Sellers and Buyer shall cooperate, assist and consult with each other and each use commercially reasonable effort, to secure the entry of the Sale Order. In connection with the assumption and assignment of the Assumed Contracts pursuant to Section 365 of the Bankruptcy Code, Buyer shall take all actions reasonably required in the discretion of Buyer or otherwise as directed by the Bankruptcy Court to provide “adequate assurance of future performance” by Buyer under the Assumed Contracts after Closing.

(f) Good Faith Deposit. From and after the date hereof until the date that the Good Faith Deposit is disbursed or retained in accordance with this Agreement, Sellers shall deposit and maintain the Good Faith Deposit (including any increase thereto pursuant to Section 5.3(g) below) in a segregated, interest-bearing account in accordance with Section 345 of the Bankruptcy Code.

(g) Increase of Good Faith Deposit. Within one (1) Business Day following entry of the Sale Order, Buyer shall deliver to Sellers cash in an amount necessary to increase the Good Faith Deposit to an amount equal to Eight Million Dollars (\$8,000,000), subject to the provisions of Section 5.13 hereof.

Section 5.4 Conduct of Business. From the date hereof until the earlier of the termination of this Agreement pursuant to Section 8.1 or the Closing Date, except (i) as disclosed on Schedule 5.4 of the Disclosure Schedule, (ii) as may be required by the Bankruptcy Court, (iii) for the consequences resulting from the continuation of the Chapter 11 Cases, or (iv) as may be required or contemplated by this Agreement, subject to the terms of the DIP Loan Documents, each Seller shall conduct, and shall cause its Affiliates to conduct, the Business and maintain the Purchased Assets in the Ordinary Course of Business and use its commercially reasonable efforts to preserve intact the Purchased Assets (and all goodwill relating thereto) and all respective relationships with customers, vendors, creditors, employees, landlords, agents, each Governmental AuthorityEntity, and others having business relationships with them. Without limiting the generality of the foregoing, during the period from the date of this Agreement to Closing, except as otherwise contemplated by this Agreement or as Buyer shall otherwise consent in writing, each Seller shall, and shall cause each of its respective Affiliates to, do the following:

(a) pay all postpetition bills and invoices for postpetition goods or services when due, including rent, common area maintenance charges, taxes and other amounts due under the Leases that may become part of the Purchased Assets;

(b) continue to collect Accounts Receivable in a manner consistent with past practice, without discounting such Accounts Receivable;

(b)(c) notify Buyer of any material adverse change in its condition (financial or otherwise), business, properties, assets or liabilities, or of the commencement of or any material development or disposition with respect to any material governmental complaints, investigations, or hearings (or any written threats thereof);

(c)(d) in the Ordinary Course of Business, maintain and repair all of the Tangible Personal Property, all of the material- equipment on the premises and the premises themselves;

~~(d)~~(e) maintain in the Ordinary Course of Business customary amounts of cash, cash equivalents, and similar cash items in Sellers' respective safes, strongboxes, and lock boxes;

~~(e)~~(f) use its commercially reasonable efforts to keep and maintain possession of and compliance with the terms of all Permits necessary or required by Law to own, lease and operate its respective properties (and the Purchased Assets) and to carry on the Business or that are material to the operation of the Business or the Purchased Assets, including by taking all actions and submitting all payments, applications, and filings necessary to renew any such Permit due to expire at any time before the Closing Date (or 60 days thereafter); and

~~(f)~~(g) maintain insurance coverage with financially responsible insurance companies substantially similar in all material respects to the insurance coverage maintained by the Business and Sellers on the Petition Date.

Section 5.5 Certain Restricted Conduct. Except as set forth on Schedule 5.5 of the Disclosure Schedule and except as otherwise set forth in this Agreement or as Buyer shall otherwise consent in advance in writing, during the period from the date of this Agreement to Closing, no Seller shall, and each Seller shall cause each of its respective Affiliates not to, with respect to the Purchased Assets:

(a) sell, lease, license, transfer, or dispose of other than in the Ordinary Course of Business any Purchased Assets;

(b) authorize or enter into any Contract, arrangement, or commitment other than a Contract that is in the Ordinary Course of Business;

(c) dispose of or permit to lapse any rights in, to or for the use of any material Intellectual Property Right;

(d) other than in the Ordinary Course of Business, including maintenance and repair, authorize, undertake, make, or enter into any commitments obligating any Seller to (i) make or accelerate any capital expenditures that cannot reasonably be substantially completed prior to Closing or (ii) undertake or approve any material renovation, repair, or rehabilitation of any Leased Real Property that cannot reasonably be substantially completed prior to Closing;

(e) (i) increase any compensation or enter into or amend, in a way that increases benefits, any employment, severance or other agreement with any of its officers, directors or employees, (ii) cause, encourage or solicit any Workforce Employer to increase any compensation or enter into or amend, in a way that increases benefits, any employment, severance or other agreement with any members of the Workforce Personnel, (iii) adopt any new Employee Benefit Plan or amend or terminate or increase the benefits under any existing Employee Benefit Plan (other than the 401(k) Plan which is subject to Section 6.12 below), except for changes which are required by Law and changes which are not more favorable to participants than provisions presently in effect, ~~(iiiiv)~~ hire any employee or individual independent contractor with annual compensation in excess of \$75,000 (except to the extent such hire is in replacement of an existing employee with comparable compensation), or enter into any new employment or severance agreements that would result in post-termination payments that in the aggregate would exceed \$5,000 becoming due or payable upon termination of employment or of the individual independent

contractor, or (~~it~~it) assume or enter into any labor or collective bargaining agreement relating to the Business, any employee, or any Purchased Asset;

(f) take any action that would constitute or result in an event of default under any debtor in possession financing agreement or order, or cash collateral agreement;

(g) permit, offer, agree, or commit (in writing or otherwise) to permit any of the Purchased Assets to become subject, directly or indirectly, to any Lien, except for Permitted Liens, Liens existing on the date of this Agreement, and Liens granted before Closing in connection with any debtor in possession financing agreement or order, and/or cash collateral agreement;

(h) do any other act that would, ~~to Sellers' Knowledge~~ would reasonably be expected to, cause any representation or warranty of any Seller in this Agreement to be or become untrue in any material respect or intentionally omit to take any action necessary to prevent any such representation or warranty from being untrue in any material respect; or

(i) authorize or enter into any Contract, agreement, or commitment with respect to any of the foregoing.

No Seller nor any of its Affiliates shall: (i) renew any Lease nor suffer any person other than such Seller, its employees, agents, servants, and invitees to occupy or use the premises or any portion thereof, without in any case the express written consent of Buyer, which consent shall not be unreasonably withheld or (ii) terminate, amend, extend, renew, modify, breach, waive, or allow any rights to lapse under any Lease. If Sellers request such a consent from Buyer, the request shall be in writing specifying the terms of the renewal, termination, amendment, extension, modification and/or waiver, the identity of the proposed third party, assignee, or sub-lessee; the duration of said desired sublease or renewal, the date same is to occur, the exact location of the space affected thereby, and the proposed rentals on a square foot basis chargeable thereunder. Such request for Buyer consent shall be submitted to Buyer at least five (5) days in advance of the date on which Sellers desire to make such event occur.

Section 5.6 Notice of Developments. ~~From the date hereof until the Closing Date, Sellers shall promptly disclose to Buyer, on the one hand, and Buyer shall promptly disclose to Sellers, on the other hand, in writing (in the form of an updated Disclosure Schedule, if applicable) :-~~ From the date hereof until the Closing Date, Sellers shall promptly disclose to Buyer, in writing (in the form of an updated Disclosure Schedule, if applicable):

(a) after attaining ~~knowledge (as applicable to each of Sellers and Buyer)~~ Sellers' Knowledge of any material failure of any ~~of Sellers or Buyer~~ to comply with or satisfy any of their ~~respective~~ covenants, conditions or agreements to be complied with or satisfied by them under this Agreement in any material respect; provided, however, that the delivery of any notice pursuant to this Section 5.6 shall not limit or otherwise affect the remedies available to the party receiving such notice under this Agreement if such party objects to the disclosures contained in such notice within five (5) days of receipt of such notice. Buyer;

(b) that (i) with respect to any matter hereafter arising to Sellers' Knowledge that, if existing or occurring at the date of this Agreement, would have been required to be set forth

or described in any Schedule; or (ii) is necessary to correct any information in such Schedules that, to Sellers' Knowledge, is inaccurate on account of the occurrence of an event described in subpart (b)-~~i~~;

(c) any Material Adverse Effect;

(d) any fact, condition, change or event that, to Sellers' Knowledge, causes or constitutes a breach, in any material respect, of any of the representations or warranties or covenants of ~~Seller~~Sellers hereunder made as of the date hereof;-

(e) any claim, assertion or statement of fact received from any Person that, if true, would cause or constitute a breach, in any material respect, of any of the representations or warranties or covenants of Sellers hereunder made as of the date hereof or otherwise materially impact the Business;

~~(e)(f)~~ (f) the damage or destruction by fire or other casualty of any material Purchased Asset or part thereof;~~and~~

~~(f)(g)~~ (g) the loss of any Customers;~~and~~

(h) ~~Seller~~any correspondence to or from Lindberg, a Lindberg Affiliate, or any representative of Lindberg or a Lindberg Affiliate regarding the Business, the Workforce Personnel or the Purchased Assets.

Sellers hereby ~~acknowledges~~acknowledge that Buyer does not and shall not waive any right it may have hereunder solely as a result of any Schedule update pursuant ~~Section 5.2~~to this Section 5.6 or such notifications, and any Schedule update or notification given pursuant to this ~~Section 5.2~~Section 5.6 (including any supplement to the Schedules to this Agreement) shall: (i) not have any effect for purposes of Buyer's determining satisfaction of the conditions set forth in Article 7VII of this Agreement;~~i~~ and (ii) not in any way limit the Buyer's exercise of its rights hereunder.

Section 5.7 Access. Upon reasonable advance written request by Buyer, Sellers shall permit Buyer and its Representatives to have reasonable access during customary business hours, and in a manner so as not to interfere unreasonably with the regular business operations of Sellers, to all premises, properties, personnel, Records, and Contracts related to the Business, in each case, for the sole purpose of evaluating the Business; provided, however, that, for avoidance of doubt, the foregoing shall not require any Party to waive, or take any action with the effect of waiving, its attorney-client privilege or any confidentiality obligation to which it is bound with respect thereto or take any action in violation of applicable Law.

Section 5.8 Press Releases and Public Announcements. Provided that Sellers shall provide notice to and consult with Buyer in advance, to the extent permitted by Law or the order of the Bankruptcy Court, Sellers shall be entitled to disclose, if required by applicable Law or by order of the Bankruptcy Court, this Agreement and all information provided by Buyer in connection herewith to the Bankruptcy Court, the United States Trustee, the Committee, parties in interest in the Chapter 11 Cases, and other Persons bidding on assets of Sellers. Other than statements made in the Bankruptcy Court (or in pleadings filed therein), Sellers shall not issue (prior to, on, or after Closing) any press release or make any public statement or public

communication regarding Buyer without the prior written consent of Buyer, which shall not be unreasonably withheld or delayed; provided, however, Sellers, without the prior consent of Buyer, may issue such press release or make such public statement as may, upon the advice of counsel, be required by applicable Law or any Governmental AuthorityEntity with competent jurisdiction. Buyer, without the prior consent of Sellers, may issue such press release or make such public statement, filing or disclosure (x) prior to Closing, as may, upon the advice of counsel, be required by applicable Law or any Governmental AuthorityEntity with competent jurisdiction and (y) after Closing, as it may wish.

Section 5.9 Bulk Transfer Laws. The Parties intend that pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets shall be free and clear of any Liens on the Purchased Assets (other than Permitted Liens), including any Liens arising out of ~~any applicablethe~~ bulk-sale or transfer Laws, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order.

Section 5.10 Contracts. If at any time Sellers become aware, on or before Closing, of any heretofore unrejected Contract to which any of Sellers is a party that satisfies the conditions of Section 3.6, but has not been included on Schedule 3.6 of the Disclosure Schedule, Sellers shall promptly thereafter advise Buyer of the existence of such Contract and provide Buyer with a copy thereof. Buyer shall have the right, for a period of five (5) Business Days following the delivery of any such Contract, to review such Contract and during such period Sellers shall refrain from modifying, terminating, or rejecting such Contract without Buyer's express prior written consent. Buyer shall have the option, exercisable by written notice to Sellers given within such five (5) Business Day period, to request that Sellers assume, assign, and sell such Contract to Buyer in accordance with Section 2.6. If Buyer fails or declines to exercise such option, Sellers may reject such Contract upon five (5) Business Days' notice to Buyer.

Section 5.11 Casualty, Condemnation, Loss of Lease.

(a) If, prior to Closing, any Leased Real Property and the associated improvements or any part thereof shall be subject to a taking by any Governmental AuthorityEntity through condemnation, eminent domain or otherwise (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of such taking) (collectively, "Condemnation"), Buyer shall have the option, but not obligation, to take title to the Purchased Assets relating to such affected Leased Real Property and improvements notwithstanding such Condemnation. At Closing, Buyer, if it elects to accept such Leased Real Property that is subject to a Condemnation, shall succeed to (x) the rights of the respective Seller to the Condemnation proceeds, including insurance proceeds, with respect to a Condemnation ("Condemnation Proceeds"), and (y) the rights to settle any such Condemnation proceeding, and Buyer shall, at Closing succeed to the rights of the respective Seller to all required proofs of loss, assignments of claims, and similar items. If Buyer elects to accept such Leased Real Property in accordance with the preceding sentence, then such Seller, at Closing, shall assign to Buyer all right, title, and interest to any claims or proceeds such Seller may have. Sellers shall not settle any such proceedings without the consent of Buyer, such consent not to be unreasonably withheld or delayed.

(b) If, prior to Closing, any Leased Real Property and the associated improvements or any part thereof shall be destroyed or damaged by fire, earthquake, flood or other

casualty (collectively, “Casualty”), Buyer shall have the option, but not the obligation, to take title to the Purchased Assets relating to such affected Leased Real Property and improvements. At Closing, Buyer, if it elects to accept such Leased Real Property that is subject to a Casualty, shall succeed to (x) the rights of the respective Seller to the Casualty proceeds, including insurance proceeds, with respect to such Casualty (“Casualty Proceeds”), including without duplication, giving Buyer a credit against the Purchase Price in the amount of the Casualty Proceeds actually received by such Seller and not applied by such Seller to repair prior to Closing, and (y) the rights to settle after Closing any loss under all policies of insurance applicable to the Casualty, and Buyer shall, at Closing and thereafter, succeed to the rights of Sellers to all required proofs of loss, assignments of claims and other similar items and Sellers shall, at Closing, assign same to Buyer. Sellers shall not settle any such claims without the consent of Buyer; such consent not to be unreasonably withheld or delayed.

(b) — Affirmative Covenants

Section 5.12 Seller Intellectual Property. Sellers shall provide Buyer, no later than the Closing Date ~~with~~, all documentation necessary to establish and evidence Sellers’ ownership or authority to use all of the Intellectual Property used in the Business, as currently used, each in form and substance reasonably satisfactory to Buyer.

Section 5.13 -Limitations on DIP Loan. At no point shall the aggregate amount of (i) the outstanding Obligations (as defined in the DIP Loan Documents) owed to the DIP Lender and (ii) the Good Faith Deposit, as increased pursuant to Section 5.3(g) and including all interest accrued thereon, exceed an amount equal to Fourteen Million Dollars (\$14,000,000). Notwithstanding anything in the DIP Loan Documents or the Final Order to the contrary, the DIP Lender shall have no obligation to advance any funds under the DIP Loan Documents if such advance would, violate this Section 5.13.

ARTICLE VI. ARTICLE VI.
OTHER COVENANTS

The Parties agree as follows with respect to the period from and after Closing: (or during such other periods or at such other times as contemplated by this Article VI), provided that (i) ~~Sellers~~ shall not incur any costs, associated with the obligations hereunder, other than such ordinary and necessary professional fees as are required for Sellers to comply with the obligations hereunder and (ii) Sellers’ obligations hereunder shall only continue until the Chapter 11 Cases are closed or dismissed:

Section 6.1 Cooperation. Each of the Parties shall cooperate with each other, and shall use their commercially reasonable efforts to cause their respective Representatives to cooperate with each other, to provide an orderly transition of the Purchased Assets and Assumed Liabilities from Sellers to Buyer and to minimize the disruption to the Business resulting from the Contemplated Transactions.

Section 6.2 Further Assurances. In case at any time from and after Closing any further action is necessary or reasonably required to carry out the purposes of this Agreement, subject to the terms and conditions of this Agreement and the terms and conditions of the Sale Order, at any

Party's request and sole cost and expense, each Party shall promptly take such further action (including the execution and delivery to any other Party of such other reasonable instruments of sale, transfer, conveyance, assignment, assumption and confirmation and providing materials and information) as another Party may reasonably request as shall be necessary to transfer, convey and assign to Buyer all of the Purchased Assets, to confirm Buyer's assumption of the Assumed Liabilities and to confirm Sellers' retention of the Excluded Assets and Excluded Liabilities. Without limiting the generality of this Section 6.2, to the extent that either Buyer or Sellers discover any additional assets or properties which the Parties mutually agree should have been transferred or assigned to Buyer as Purchased Assets but were not so transferred or assigned, Buyer and Sellers shall cooperate and promptly execute and deliver any instruments of transfer or assignment necessary to transfer and assign such asset or property to Buyer.

Section 6.3 Availability of Business Records. From and after Closing, Buyer shall promptly provide to Sellers and their respective Representatives, including any liquidating trustee appointed in the Chapter 11 Cases, (after reasonable notice and during normal business hours and without charge to Sellers) access to all Records included in the Purchased Assets for periods prior to Closing and reasonable access to Transferred Employees to the extent such access is necessary in order for Sellers (as applicable) to comply with applicable Law or any contract to which it is a party, for liquidation, winding up, Tax reporting or other proper purposes and so long as such access is subject to an obligation of confidentiality, and shall preserve such Records until the latest of (i) seven years after the Closing Date, (ii) the required retention period for all government contact information, records or documents, (iii) the conclusion of all bankruptcy proceedings relating to the Chapter 11 Cases or (iv) in the case of Records related to Taxes, the expiration of the statute of limitation applicable to such Taxes. Such access shall include access to any information in electronic form to the extent reasonably available. Buyer acknowledges that Sellers have the right to retain copies of all of Records included in the Purchased Assets for periods prior to Closing. Prior to destroying any Records included in the Purchased Assets for periods prior to Closing, Buyer shall notify Sellers thirty (30) days in advance of any such proposed destruction of its intent to destroy such Records, and Buyer shall permit Sellers to retain such Records, at Sellers' cost and expense.

Section 6.4 Employee Matters.

(a) Sellers shall, effective as of the end of the day prior to the Closing Date, discharge all Current Employees. Sellers shall, effective as of the end of the day prior to the Closing Date, terminate all agreements providing for the work of all Current FTEs. Prior to Closing, Buyer may, but shall not be obligated to, offer (or cause a designee of Buyer to offer), to employ or directly engage as an independent contractor those Current Employees, Current FTEs and members of the Workforce Personnel desired to be employed or directly engaged by Buyer, in Buyer's sole discretion, to operate the Business, with employment or engagement, as applicable, commencing as of the Closing Date. For purposes of this Agreement, each Current Employee, Current FTE and member of the Workforce Personnel who receives such an offer of employment or direct engagement shall be collectively referred to as an "Offeree." Prior to the Closing Date, Buyer will provide Sellers with a schedule setting forth a list of the names of all Offerees. Each Offeree who is a Current Employee and who accepts such offer prior to Closing shall be referred to herein as a "Transferred Employee."

(b) Each Current Employee of Sellers who is not a Transferred Employee shall be referred to herein as an “Excluded Employee.”

(c) Following the date of this Agreement,

(i) Sellers shall allow Buyer or any of its Representatives reasonable access upon reasonable advance notice to meet with and interview the Current Employees ~~who are members of executive management and other employees reasonably requested~~ during normal business hours;

(ii) Sellers shall use their commercially reasonable efforts to obtain for Buyer or any of its Representatives the right to have access upon reasonable advance notice to meet with and interview any Current FTEs and members of the Workforce Personnel during normal business hours;

~~(ii)(iii)~~ Sellers shall not, nor shall Sellers authorize or direct or give express permission to any ~~Affiliate, officer, director or employee of Sellers or any Affiliate~~ Person or assist any Person, to (A) interfere with Buyer’s or its Representatives’ rights under Section 6.4(a) to make offers of employment to any Offeree, or (B) solicit or encourage any Offeree not to accept, or to reject, any such offer of employment;

~~(iii)(iv)~~ Sellers shall provide reasonable cooperation and information to Buyer or the relevant Representative as reasonably requested by Buyer or such Representative with respect to its determination of appropriate terms and conditions of employment for any Offeree;

~~(iv)(v)~~ Sellers acknowledge their responsibility to provide COBRA coverage to all Excluded Employees pursuant to Law;

~~(v)(vi)~~ Sellers shall process the payroll for and pay, or cause to be paid, the base wages, base salary and benefits that are due and payable on or prior to the Closing Date with respect to all employees of Sellers no later than the date such wages or salary would normally be paid. Seller shall withhold, fund and remit all applicable payroll taxes as required by Law on or prior to the Closing Date with respect to all employees of Sellers as of such date;

~~(vi)(vii)~~ Buyer or Buyer’s designee shall process the payroll for and shall pay, or cause to be paid, base wages, base salary, and benefits that accrue after the Closing Date with respect to all Transferred Employees. Buyer or Buyer’s designee shall withhold and remit all applicable payroll taxes as required by Law after the Closing Date with respect to Transferred Employees. In addition, as part of the wind-down expenses, Sellers shall (or shall cause their designee to) process all employee and Tax reporting covering the periods prior to Closing in connection with the Excluded Employees and the Transferred Employees that will be required to be prepared and delivered after Closing. Nothing herein shall be construed as requiring, and neither Sellers nor any of their Affiliates shall take any affirmative action that would have the effect of requiring Buyer to continue any specific

employee benefit plan or to continue the employment of any specific person. Nothing in this Agreement shall create or be construed as creating any contract of employment or as conferring upon any Transferred Employee or upon any other person, other than the parties to this Agreement in accordance with its terms, any rights to enforce any provisions of this Agreement under ERISA or otherwise; and

~~(vii)~~(viii) In connection with Closing, and to the extent permitted by Law, Sellers shall transfer to Buyer an amount, in cash, representing the aggregate contributions of each Transferred Employee then participating in any flexible spending arrangements of Sellers, net of reimbursements paid prior to the date of transfer (but not less than zero). Buyer shall cause such amounts to be credited to each such Transferred Employee's accounts under Buyer's corresponding health and dependent care spending account plan in effect for such employees as of the Closing Date, and all claims for reimbursement which have not been paid as of the date of the transfer to Buyer and credited under Sellers' flexible spending plan shall be paid pursuant to and under the terms of Buyer's plan. In the event that applicable Law prohibits the transfer of the flexible spending accounts to Buyer, Buyer shall take such actions as are necessary to administer post-Closing Sellers' flexible spending plan. Sellers shall reasonably cooperate with Buyer in connection with Buyer's administration of the flexible spending plan, including without limitation promptly transferring control of any accounts to Buyer.

(ix) Within ten (10) Business Days from the date hereof, Buyer will provide Sellers a list of members of the Workforce Personnel who Buyer desires to continue performing work and services in furtherance of the Business from and after Closing (the "Designated Workforce Members"). Buyer will concurrently provide Sellers a list of those Designated Workforce Members who Buyer requires to be available to provide work and services in furtherance of the Business from and after Closing (the "Critical Workforce Members"). Sellers shall cooperate with Buyer with respect to Buyer's efforts to develop the lists of Designated Workforce Personnel and Critical Workforce Personnel

Section 6.5 Recording of Intellectual Property Assignments. All of the Intellectual Property Assignments shall be recorded and filed by Buyer with the appropriate Governmental Entities as promptly as practicable following Closing.

Section 6.6 Transfer Taxes. To the extent not exempt under Section 1146 of the Bankruptcy Code, Buyer shall pay any stamp, documentary, registration, transfer, added-value or similar Tax (each, a "Transfer Tax") imposed under any applicable Law in connection with the transactions contemplated by this Agreement. Each Seller and Buyer shall cooperate to prepare and timely file any Tax Returns required to be filed in connection with Transfer Taxes described in the immediately preceding sentence.

Section 6.7 Wage Reporting. Buyer agrees to, or to cause the Buyer Affiliates to, and Sellers agree to ~~utilize~~, or to cause their ~~respective~~ Affiliates to utilize, the standard procedure set forth in Internal Revenue Service Revenue Procedure 2004-53 with respect to wage reporting.

Section 6.8 Insurance Policies.

(a) To the extent that any current or prior Insurance Policy is not transferable to Buyer at Closing in accordance with the terms thereof, each Seller, as applicable, shall hold such Insurance Policy for the benefit of Buyer, shall reasonably cooperate with Buyer (at Buyer's cost and expense) in pursuing any claims thereunder, and shall pay over to Buyer promptly any insurance proceeds paid or recovered thereunder with respect to the Purchased Assets or the Assumed Liabilities. In the event Buyer determines to purchase replacement coverage with respect to any such Insurance Policy, Sellers shall reasonably cooperate with Buyer to terminate such Insurance Policy to the extent only applicable to the Purchased Assets. For the avoidance of doubt, any refunded or returned insurance premiums related to any Insurance Policy shall be returned to Sellers and shall not constitute a Purchased Asset.

(b) To the extent that any current or prior Insurance Policy of any Seller relates to the Purchased Assets or Assumed Liabilities and the Excluded Assets or the Excluded Liabilities, and such Insurance Policy is transferred to Buyer at Closing, Buyer shall hold such Insurance Policy with respect to the Excluded Assets or Excluded Liabilities, as applicable, for the benefit of Sellers, shall reasonably cooperate with Sellers in pursuing any claims thereunder (at no additional cost or expense to Buyer), and shall pay over to Sellers promptly any insurance proceeds paid or recovered thereunder with respect to the Excluded Assets or the Excluded Liabilities.

~~(i)~~ Notwithstanding subparagraphs (a) and (b) above, nothing in this Article or Agreement shall transfer any directors and officers' liability insurance policies relating to Sellers to Buyer.

(c) Sellers' obligations under this Section shall only continue until the Chapter 11 Cases are closed or dismissed.

Section 6.9 Collection of Accounts Receivable.

(a) As of the Closing Date, each Seller hereby (i) authorizes Buyer to open any and all mail addressed to any Seller relating to the Business ~~or~~ the Purchased Assets ~~and delivered to the offices of the Business or otherwise to Buyer~~ or the Assumed Liabilities if received on or after the Closing Date and (ii) appoints Buyer ~~or as~~ its attorney-in-fact to endorse, cash and deposit any monies, checks or negotiable instruments received by Buyer after the Closing Date with respect to Accounts Receivable that are Purchased Assets or accounts receivable relating to work performed by Buyer after Closing, as the case may be, made payable or endorsed to any Seller or Sellers' order, for Buyer's own account.

(b) As of the Closing Date, each Seller agrees that any monies, checks or negotiable instruments received by any Seller after the Closing Date with respect to Accounts Receivable that are Purchased Assets or accounts receivable relating to work performed by Buyer after Closing, as the case may be, shall be held in trust by such Seller for Buyer's benefit and account, and promptly upon receipt by a Seller of any such payment (but in any event within five (5) Business Days of such receipt), such Seller shall pay over to Buyer or its designee the amount of such payments. In addition, Buyer agrees that, after Closing, it shall hold and shall promptly transfer and deliver to Sellers, from time to time as and when received by Buyer or ~~its Affiliates~~ any

Buyer Affiliate (but in any event within five (5) Business Days of such receipt), any cash, checks with appropriate endorsements, or other property that Buyer or ~~its~~any Buyer Affiliates may receive on or after Closing which properly belongs to Sellers hereunder, including any Excluded Assets.

(c) As of the Closing Date, Buyer shall have the sole authority to bill and collect Accounts Receivable that are Purchased Assets and accounts receivable relating to work performed, goods sold, or services provided by Buyer after Closing.

Section 6.10 Use of Name and Marks. Neither Sellers nor any of their respective Affiliates or Subsidiaries shall use, license or authorize any third party to use, any name, slogan, logo or trademark which is similar or deceptively similar to any of the names, trademarks or service marks included in the Intellectual Property included in the Purchased Assets.

Section 6.11 Data Privacy Protection. Buyer acknowledges that the Purchased Assets include personally identifiable information (“PII”) within the meaning of Section 363(b) of the Bankruptcy Code, along with associated personal information about Sellers’ customers. ~~In connection with the same, Buyer agrees to: (i) employ appropriate security controls and procedures (technical, operational and managerial) to protect PII and personal information, (ii) abide by all applicable Laws and regulations with respect to PII and (iii) take such further actions with respect to PII as may be agreed between the Parties.~~ Each Seller agrees to take such action reasonably requested by Buyer, including amending their privacy policies with respect to PII, as may be necessary to transfer the PII to Buyer, including sending a notice to the subjects of the PII and giving each such subject the right to object to the transfer of the PII. ~~Buyer agrees that it shall, absent a customer’s consent received after adequate notice: (a) abide by Sellers’ privacy policies and privacy-related covenants made in Sellers’ terms of service that were in effect as of the Petition Date, (b) respect prior requests of customers to opt out of receipt of marketing messages (to the extent make Buyer aware of such requests; provided that Buyer shall seek to obtain such information from Seller) and (c) use personal information only for the purposes of continuing Business operations and continuing to provide similar goods and services to customers, including marketing the products and services related to Purchased Assets. Buyer shall use its reasonable commercial efforts to obtain the consent of a customer for any additional use of PII or personal information or before making material changes to Sellers’ privacy policies that weaken a customer’s consumer protection. Furthermore, to the extent PII includes any social security numbers, Buyer shall limit such use to tax reporting purposes, and shall purge such information from its databases when such information is no longer required for that purpose.~~

Section 6.12 401-k Plan. Not less than two (2) Business Days before the anticipated Closing Date, the board of directors or managers of each Seller shall adopt resolutions and take such action as is necessary to terminate any Employee Benefit Plan that is maintained pursuant to Section 401(k) of the Code, including the 401(k) Plan, effective as of the date prior to the Closing Date, with the form and substance of such resolutions subject to Buyer’s prior review and reasonable approval. Following Closing, the assets thereof shall be distributed to the participants, and Buyer shall, to the extent permitted by any “eligible retirement plan” (within the meaning of Section 401(a)(31) of the Code) of Buyer or any of its Subsidiaries (the “Buyer 401(k) Plan”) and consistent with Buyer policies with respect to Buyer’s current employees, permit the Transferred Employees who are then actively employed to make rollover contributions of “eligible rollover distributions” (within the meaning of Section 401(a)(31) of the Code, inclusive of loans to

participants), in the form of cash (or, in the case of loans, notes), in an amount equal to the eligible rollover distribution portion of the account balance distributed to such Transferred Employee from the Seller 401(k) Plan to Buyer 401(k) Plan. ~~Sellers~~Buyer shall be responsible for the post-Closing administration and winding down of the 401(k) Plan following its termination by Sellers. ~~Buyer~~Sellers shall reasonably cooperate with ~~Seller~~Buyer in connection with ~~Seller's~~Buyer's administration of the winding down of the 401(k) Plan, including without limitation promptly providing all employee data and 401(k) Plan information reasonably necessary to make Form 5500 filings and perform any audits in connection with the winding down of the 401(k) Plan.

~~ARTICLE VII.~~ARTICLE VII. CONDITIONS TO CLOSING

Section 7.1 Conditions to Buyer's Obligations. Subject to Section 7.3, Buyer's obligation to consummate the Contemplated Transactions in connection with Closing is subject to satisfaction or waiver of the following conditions:

(a) as of the date hereof and as of Closing (in each case, except for any representation or warranty that is expressly made as of a specified date, in which case as of such specified date), (i) each representation or warranty of any Seller contained in Section 3.1, through Section 3.2 shall be true and correct in all respects, and (ii) each other representation or warranty set forth in Article III shall be true and correct in all respects, except where the failure of such representations and warranties referred to in this clause (ii) to be true and correct, individually or in the aggregate with other such failures, has not had, and would not reasonably be expected to have, a Material Adverse Effect; provided, however, that for purposes of determining the accuracy of representations and warranties referred to in clause (ii) for purposes of this condition, all qualifications as to "materiality" and "Material Adverse Effect" contained in such representations and warranties shall be disregarded;

(b) Sellers shall have performed and complied with their covenants and agreements hereunder to the extent required to be performed prior to Closing ~~in all material respects~~, and Sellers shall have caused the documents and instruments required by Section 2.8(a) to be delivered to Buyer (or tendered subject only to Closing);

(c) either (i) any Contract between one or more Sellers, on the one hand, and Amazon Web Services, Inc. ("AWS"), on the other hand, is an Assumed Contract pursuant to the Sale Order, or (ii) AWS and the Buyer (or a designee of Buyer) have entered into a new Contract, in form and substance satisfactory to Buyer, which Contract shall become effective on the Closing Date;

(d) Effective as of Closing, Sellers shall:

(i) confirm in writing that, as of Closing, Workforce Subsidiaries collectively employ or directly engage (A) all Critical Workforce Members and (B) no less than 85% of the other Designated Workforce Members; or

(ii) enter into one or more Workforce PEO Services Agreements, each in form and substance satisfactory to Buyer in all respects, with one or more Workforce PEOs that, as of Closing, collectively employ or directly engage (A) all

Critical Workforce Members and (B) no less than 85% of the other Designated Workforce Members; or

(iii) otherwise, in a manner approved by Buyer in writing in advance and on terms and conditions satisfactory to Buyer in all respects, arrange for the employment or direct engagement of (A) all Critical Workforce Members and (B) no less than 85% of the other Designated Workforce Members by a Person other than the Workforce Employers or a Lindberg Affiliate in a manner that provides for such Critical Workforce Members and Designated Workforce Members to continue providing work and services with respect to the Business from and after Closing.

If Sellers use one or more Workforce Subsidiaries to fulfill their obligations under this, Sellers shall not have caused or permitted any Workforce Subsidiary to acquire any assets, assume any liabilities, enter into any Contracts, or take any actions except (i) to the extent necessary for Sellers to fulfill their obligations under this or (ii) as authorized in advance by Buyer in writing.

(e)(e) no Governmental AuthorityEntity of competent jurisdiction shall have enacted, issued, promulgated, enforced, or entered any Decree that is in effect and that has the effect of making Closing illegal or otherwise prohibiting the consummation of Closing;

(d)(f) the Final Order and the Sale Order isare both (x) in form and substance reasonably acceptable to Buyer, and (y) the Final Order shall be a final, non-appealable order;

(e)(g) the Sale Order shall have been entered by the Bankruptcy Court, which shall include a waiver of the fourteen (14) day stay set forth in Rule 6004(h) of the Federal Rules of Bankruptcy Procedure, and shall be a final, non-appealable order;

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

(g)(i) Sellers shall have delivered a certificate from an authorized officer of each Seller to the effect that each of the conditions specified in Section 7.1(a), Section 7.1(b), Section 7.1(c), Section 7.1(d), and Section 7.1(h) has been satisfied; and.

Section 7.2 Conditions to Sellers' Obligations. Subject to Section 7.3, Sellers' obligation to consummate the Contemplated Transactions in connection with Closing are subject to satisfaction or waiver by Buyer of the following conditions:

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

accuracy of representations and warranties referred to in clause (ii) for purposes of this condition, all qualifications as to “materiality” contained in such representations and warranties shall be disregarded;

(b) Buyer shall have performed and complied with its covenants and agreements hereunder to the extent required to be performed prior to Closing in all material respects, and Buyer shall have caused the documents, instruments and payments required by Section 2.8(b) to be delivered to Sellers (or tendered subject only to Closing);

(c) no Governmental ~~Authority~~Entity of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any Decree that is in effect and that has the effect of making the Closing illegal or otherwise prohibiting the consummation of Closing;

(d) the Sale Order ~~(x)~~ shall ~~be in form~~have been entered by the Bankruptcy Court and ~~substance reasonably acceptable to Seller and (y)~~ shall not be subject to a stay pending appeal; and

(e) Buyer shall have delivered a certificate from an authorized ~~officer~~Representative of Buyer to the effect that each of the conditions specified in Section 7.2(a) and Section 7.2(b) has been satisfied.

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

~~ARTICLE VII~~ARTICLE VIII. TERMINATION

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

(a) by the mutual written consent of Buyer, on the one hand, and Sellers, on the other hand;

(b) by Buyer by giving written notice to Sellers at any time prior to Closing (i) in the event Sellers have breached any material covenant contained in this Agreement in any material respect, Buyer has notified Sellers of the breach, and the breach has continued without cure for a period of ten (10) Business Days after the notice of the breach, or (ii) in the event that any condition set forth in Section 7.1 ~~is not satisfied or~~ shall become incapable of being satisfied by ~~Closing the Outside Date and such condition is not waived by Buyer~~, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants hereof to be performed or complied with by it prior to Closing, ~~and such condition is not waived by Buyer~~;

(c) by Buyer, by written notice to the Sellers if the Bankruptcy Court does not enter ~~an~~the Sale Order by May 213, 2024, in form and substance reasonably acceptable to Buyer; ~~recognizing Buyer as the stalking horse bidder and awarding Buyer protections set forth in Section 8.4.;~~

~~(d)~~ by Sellers by giving written notice to Buyer at any time prior to Closing in the event that (i) ~~in the event~~ Buyer has breached any material covenant of Buyer contained in this Agreement in any material respect, and such breach has the effect of materially impairing or restricting the consummation of Closing, (ii) Sellers have notified Buyer of the breach, ~~and in writing, setting out with reasonable specificity how it impairs or restricts the consummation of Closing,~~ (iii) the breach has continued without cure for a period of ten (10) Business Days after receipt of the notice of the breach, ~~or (ii) and (iv) Sellers are not in material breach of this Agreement at the time of delivery of Sellers' termination notice or any such breach has been waived by Buyer;~~

~~(d)(e)~~ by Sellers by giving written notice to Buyer at any time prior to Closing in the event that any condition set forth in ~~Section 7.2~~Section 7.2(c) shall become incapable of being satisfied ~~by Closing and such condition is not waived by Sellers,~~ unless such failure shall be due to the failure of Sellers to perform or comply with any of the covenants hereof to be performed or complied with by them prior to the Closing, ~~and such condition is not waived by Sellers;~~ or

~~(e)(f)~~ automatically and without any action or notice by Sellers to Buyer, or Buyer to Sellers, immediately upon: the issuance of a final and non-appealable order, decree, or ruling by a Governmental Entity to permanently restrain, enjoin or otherwise prohibit Closing.

~~(i) — the issuance of a final and non-appealable order, decree, or ruling by a Governmental Authority to permanently restrain, enjoin or otherwise prohibit Closing; or~~

~~(ii) — approval by the Bankruptcy Court of an Alternate Transaction, unless Buyer is designated a "back-up bidder" under the Sale Order; or~~

~~(iii) — the consummation of an Alternate Transaction.~~

Notwithstanding anything to the contrary contained herein, and except as otherwise provided for herein (including without limitation in Section 7.1(c)), in no event may Buyer terminate this Agreement under Section 8.1(b) solely on account of Buyer's failure to satisfy the conditions contained in Sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code with respect to any proposed Assumed Contract or on account of Buyer's failure to comply with the covenants set forth in this Agreement. Notwithstanding anything to the contrary contained herein, Sellers shall have no right to terminate this Agreement or abandon the Contemplated Transactions on the basis of the condition in Section 7.2(d) not being satisfied; provided, however that Sellers shall not be obligated to consummate the Contemplated Transactions unless and until the condition in Section 7.2(d) is satisfied.

Section 8.2 Procedure upon Termination. In the event of termination and abandonment by Buyer, on the one hand, or Sellers, on the other hand, or both, pursuant to Section 8.1, written notice thereof shall forthwith be given to the other Party or Parties, and this Agreement

shall terminate and the Contemplated Transactions shall be abandoned, without further action by Buyer or Sellers.

Section 8.3 Effect of Termination.

(a) Except as otherwise expressly set forth in this Agreement, nothing herein shall relieve any Party from liability for any breach of covenant occurring prior to any termination of this Agreement.

(b) If this Agreement is terminated pursuant to ~~Section 8.1 for~~ Section 8.1(a)-(c) or Section 8.1(e)-(f) or any other reason; other than a termination by Sellers in accordance with Section 8.1(d), Sellers shall refund the Good Faith Deposit (including all amounts delivered to Sellers pursuant to Section 5.3(g) and all interest accrued thereon) to Buyer within 3 business days by wire transfer of immediately available funds to an account specified by Buyer to the Sellers in writing.-

(c) The Confidentiality Agreement shall survive any termination of this Agreement and nothing in this Section 8.3 shall relieve Buyer or Sellers of their respective obligations under the Confidentiality Agreement.

(d) No termination of this Agreement pursuant to Section 8.1 shall be effective until written notice thereof is given to the non-terminating Party specifying the provision hereof pursuant to which such termination is made. If the transactions contemplated hereby are not consummated (i) this Agreement shall become null and void and of no further force and effect (except that Article I (Definitions), Article IX (Miscellaneous), and this Article VIII (Termination) shall survive any such termination); and (ii) if this Agreement is terminated by Buyer pursuant to a termination right set forth in this Article VIII or by Sellers for any reason other than under Section 8.1(d), Sellers shall not be entitled to any damages, losses, or payment from Buyer, and Buyer shall have no further liability of any kind to Sellers, any of their Affiliates, or any third party on account of this Agreement. The Parties hereby agree that it is impossible to determine accurately the amount of damages that Sellers would suffer if the transactions contemplated hereby were not consummated as a result of a breach of this Agreement by Buyer. As a result, notwithstanding anything in this Agreement to the contrary, Sellers and Buyer hereby agree that, in the event of a termination of this Agreement by Sellers under and in accordance with Section 8.1(d), (i) the Good Faith Deposit (and all interest accrued thereon) shall be delivered to Sellers as liquidated damages against Buyer for all liabilities of Buyer under this Agreement and (ii) such liquidated damages shall be the sole and exclusive remedy, at Law and equity, of Sellers against Buyer for Buyer's breach and such termination and Buyer shall have no further liability of any kind to Sellers, any of their Affiliates, or any third party on account of this Agreement.

(e) Nothing herein shall preclude Buyer or Sellers from exercising their respective remedies under Section 9.1.

~~Section 8.4 Termination Fee and Expense Reimbursement.~~

~~(a) Subject to limitations set forth in the Bid Procedures Order, in consideration of Buyer having expended considerable time and expense in connection with this Agreement and the negotiation thereof, and the identification and quantification of assets~~

~~to be included in the Purchased Assets, to compensate Buyer as a stalking-horse bidder, if this Agreement is terminated in accordance with the terms set forth in Section 8.1(e), the Sellers shall pay to Buyer, in cash:~~

~~(i) — by wire transfer of immediately available funds to the account specified by Buyer to the Sellers in writing, an amount equal to \$330,000 (the “Termination Fee”) if this Agreement is terminated pursuant to Section 8.1(e), in which case the Termination Fee shall be due and payable simultaneously with any termination of this Agreement. The Sellers’ obligation to pay the Termination Fee pursuant to this Section 8.4(a)(i) shall survive termination of this Agreement and shall constitute an administrative expense of the Sellers under section 364(c)(1) of the Bankruptcy Code with priority over any and all administrative expenses of the kind specified in section 503(b) or 507(b) of the Bankruptcy Code.~~

~~(ii) — not later than two (2) Business Days following receipt of documentation supporting the request for reimbursement of costs, fees and expenses, in an amount not to exceed \$250,000 (the “Expense Reimbursement”), by wire transfer of immediately available funds to an account specified by Buyer to the Sellers in writing. The Sellers’ obligation to pay the Expense Reimbursement pursuant to this Section 8.4(a)(ii) shall survive termination of this Agreement and shall constitute an administrative expense of Seller under section 364(c)(1) of the Bankruptcy Code with priority over any and all administrative expenses of the kind specified in section 503(b) or 507(b) of the Bankruptcy Code.~~

~~(b) — The Sellers agree and acknowledge that Buyer’s due diligence, efforts, negotiation, and execution of this Agreement have involved substantial investment of management time and have required significant commitment of financial, legal, and other resources by Buyer, and that such due diligence, efforts, negotiation, and execution have provided value to the Sellers and, in the Sellers’ reasonable business judgment, is necessary for the preservation of the value of the Sellers’ estates. The Sellers further agree and acknowledge that the Termination Fee and the Expense Reimbursement are not a penalty, but rather represent liquidated damages that are reasonable in relation to Buyer’s efforts, Buyer’s lost opportunities from pursuing the Transactions, and the magnitude of the Transactions. The provision of the Termination Fee and the Expense Reimbursement is an integral part of this Agreement, without which the Buyer would not have entered into this Agreement.~~

~~ARTICLE IX.~~ARTICLE IX. MISCELLANEOUS

Section 9.1 Remedies. ~~If Buyer fails to purchase the Purchased Assets in accordance with the terms and conditions of this Agreement, or otherwise defaults in the performance of Buyer’s obligations pursuant to this Agreement, for any reason other than Seller’s default or as otherwise permitted by this Agreement, Sellers may terminate this Agreement and retain the Good Faith Deposit, as liquidated damages, and as Sellers’ sole and exclusive remedy, and neither Buyer nor Sellers shall have any further obligation under this Agreement. Sellers and Buyer acknowledge the difficulty and inconvenience of ascertaining Sellers’ actual damages in the event of Buyer’s~~

~~default under this Agreement and agree that the Good Faith Deposit is a fair and reasonable estimate of such damages.~~

(b) ~~Except for Buyer's failure to purchase the Purchased Assets, as contemplated by Section 9.1(a)8.3(d), for which the Good Faith Deposit is a fair and reasonable estimate of Sellers' damages; each of Buyer and~~ Sellers ~~recognizes~~recognize that if ~~any Seller~~ breaches or refuses to perform any covenant set forth in this Agreement, monetary damages ~~would be difficult to calculate and in the case of the Seller's breach may not alone would not~~ be adequate to compensate ~~the~~ Buyer for its injuries. ~~Each Party~~Buyer shall therefore be entitled, in addition to any other remedies that may be available, to obtain specific performance of, or to enjoin the violation of, the terms of such covenants. If any Litigation is brought by ~~a Party~~Buyer to enforce such covenants, ~~the other Party against which such Litigation is subject~~Sellers shall waive the defense that there is an adequate remedy at Law. ~~Buyer and each Seller agrees~~Sellers agree to waive any requirement for the security or posting of any bond in connection with any Litigation seeking specific performance of, or to enjoin the violation of, such covenants. ~~Buyer and each Seller agrees~~Sellers agree that the only permitted objection that ~~any Seller~~ may raise in response to any action for specific performance of such covenants is that it contests the existence of a breach or threatened breach of such covenants.-

~~(c) — The right to indemnification, reimbursement, or other remedies based upon any representation or warranty will not be affected by any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of such representation or warranty.~~

Section 9.2 Expenses. Except as otherwise provided in this Agreement, the Sale Order, the Bidding Procedure Order, ~~or any~~the DIP Loan Documents or a Related Agreement, Sellers and Buyer shall bear their own expenses, including attorneys' fees, incurred in connection with the negotiation and execution of this Agreement, the Related Agreements and each other agreement, document and instrument contemplated by this Agreement and the consummation of the Contemplated Transactions. Notwithstanding the foregoing, in the event of any action or proceeding to interpret or enforce this Agreement, the prevailing Party in such action or proceeding (i.e., the Party who, in light of the issues contested or determined in the action or proceeding, was more successful) shall be entitled to have and recover from the non-prevailing Party such costs and expenses (including, but not limited to, all court costs and reasonable attorneys' fees) as the prevailing Party may incur in the pursuit or defense thereof.

Section 9.3 Entire Agreement. This Agreement and the Related Agreements constitute the entire agreement among the Parties and supersede any prior understandings, agreements or representations (whether written or oral) by or among the Parties, written or oral, with respect to the subject matter hereof; provided, however, that the Confidentiality Agreement shall survive as provided in ~~Section 8.3(a)~~Section 8.3(c).

Section 9.4 Incorporation of Schedules, Exhibits and Disclosure Schedule. The schedules, appendices and exhibits to this Agreement, the documents and other information made available in the Disclosure Schedule are incorporated herein by reference and made a part hereof.

Section 9.5 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by each Party except as expressly provided herein. No waiver of any breach of this Agreement shall be construed as an implied amendment or agreement to amend or modify any provision of this Agreement. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent default, misrepresentation or breach of warranty or covenant. No conditions, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Agreement shall be binding unless this Agreement is amended or modified in writing pursuant to the first sentence of this Section 9.5 except as expressly provided herein. Except where a specific period for action or inaction is provided herein, no delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

Section 9.6 Succession and Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. None of the Parties may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of all Parties; provided, however, that Buyer may elect to have any or all of the Purchased Assets conveyed or transferred to, or any or all of the Assumed ~~Obligations~~Liabilities assumed by, one or more of ~~the Buyer~~ Affiliates or as may otherwise be designated by Buyer from time to time prior to Closing; provided, however, Buyer shall remain liable for all of its obligations to Sellers under this Agreement after any such assignment; provided, further, that Sellers shall be permitted to assign any of their rights hereunder pursuant to a confirmed chapter 11 plan or pursuant to an order of the Bankruptcy Court.

Section 9.7 Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing except as expressly provided herein. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient; (ii) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); (iii) when sent by email (with written confirmation of transmission); or (iv) three (3) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to any Seller, then to:

Eye Care Leaders Portfolio Holdings, LLC
555 S. Mangum Street, Suite 100
Durham, NC 27701
Attention: Sophie Turrell, CEO
Email:

Sophie.Turrell@eyecareleaders.com
Sophie.Turrell@eyecareleaders.com

with a copy to:

Gray Reed
1601 Elm Street, Suite 4600
Dallas, Texas -75201
Attention: ~~_____~~ Jason S. Brookner
~~_____~~ Amber M. Carson
~~_____~~ Emily F. Shanks
Email: jbrookner@grayreed.com
acarson@grayreed.com
eshanks@grayreed.com

If to Buyer, then to:

~~Create _____ Capital _____ Special _____ Situations _____ Fund, _____ LLC
c/o _____ John _____ Thompson
Akerman, _____ LLP
750 _____ Ninth _____ Street, _____ N.W.
Suite _____ 750
Washington, _____ D.C. _____ 20001
Attention: _____ Johnathan _____ Robertson, _____ CEO
Email: ~~jrobertson@createcapital.com~~~~

Colorado Bankers Life Insurance Company
c/o Noble Consulting Services, Inc.
211 N Pennsylvania Street
Indianapolis, IN 46204
Attention: Special Deputy Receiver
Email: mdinius@noblecon.net
jmurphy@noblecon.net

with copies (which shall not constitute notice) to:

~~Akerman, LLP~~
~~750 Ninth~~ Williams Mullen
301 Fayetteville ~~Street, N.W.~~

Suite ~~750~~
~~Washington, D.C. 20004~~1700
~~Raleigh, NC 27601~~
Attention: ~~John Thompson~~
~~David F. Paulson, Esq.~~
~~Christopher A. Moore, Esq.~~
Email:
~~john.thompson@akerman.com~~~~dpaulson@williamsmullen.com~~
~~cmoore@williamsmullen.com~~

and

Squire Patton Boggs (US) LLP
1211 Avenue of the Americas, 26th Floor
New York, NY 10036
Attention: Norman N. Kinel, Esq.
Email: norman.kinel@squirepb.com

Any Party may change the mailing address or email address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner set forth in this Section 9.7.

Section 9.8 Governing Law; Jurisdiction. This Agreement and each of the Related Agreements shall in all aspects be governed by and construed in accordance with the internal Laws of the State of ~~Texas~~North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of ~~Texas~~North Carolina or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of ~~Texas~~North Carolina, and the obligations, rights and remedies of the Parties shall be determined in accordance with such Laws. The Parties agree that any ~~Litigation one Party commences against any other Party pursuant to dispute arising under~~ this Agreement prior to the Closing Date shall be brought exclusively in the Bankruptcy Court. The Parties further agree that after the Closing Date, (a) any Litigation against Buyer arising from this Agreement shall be brought exclusively in the Wake County Superior Court of North Carolina (the "Wake County Court") and each of the Parties hereby irrevocably consents to the jurisdiction of the Wake County 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 Wake Country Court or that any such suit, action or proceeding which is brought in the Wake Country Court has been brought in an inconvenient forum, and (b) any Litigation against Sellers or their bankruptcy estates arising from this Agreement shall be brought either in the Wake County Court or the Bankruptcy Court and each of the Parties hereby irrevocably consents to the jurisdiction of the ~~Bankruptcy~~Wake County 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 ~~Bankruptcy~~Wake Country Court or that any such suit, action or proceeding which is brought in the ~~Bankruptcy~~Wake Country Court has been brought in an inconvenient forum; ~~provided that if the Bankruptcy Court is unwilling or unable to hear any such Litigation, then the courts of the~~

~~State of Texas, sitting in Dallas County, Texas, and the federal courts of the United States of America sitting in in Dallas County, Texas, shall have exclusive jurisdiction over such Litigation.~~

Section 9.9 Excluded Privileged Communications.

(a) Parties hereby acknowledge and agree that notwithstanding any provision of this Agreement, none of the Buyer or any Buyer Affiliates shall have access to (and each hereby waives any right of access it may otherwise have with respect to) any Excluded Privileged Communications, whether or not the Closing occurs. Without limiting the generality of the foregoing, the Buyer hereby acknowledges and agrees, upon and after the Closing: (i) none of the Buyer or any Buyer Affiliates shall be a holder of, or have any right, title or interest to the Excluded Privileged Communications, (ii) only the Sellers shall hold property rights in the Excluded Privileged Communications and shall have the right to waive or modify such property rights, and (iii) the Sellers shall have no duty whatsoever to reveal or disclose any Excluded Privileged Communications to Buyer or any Buyer Affiliates.

(b) To the extent that any Excluded Privileged Communications are disclosed or made available to the Buyer, the Parties hereby agree (i) that the disclosure, receipt and/or review of such Excluded Privileged Communication is entirely inadvertent and shall not waive, modify, limit or impair in any form or fashion the protected nature of the Excluded Privileged Communications, (ii) it is their desire, intention and mutual understanding that the sharing of such material is not intended to, and shall not, waive or diminish in any way the confidentiality of such material or its continued protection under the attorney-client privilege, common interest privilege, work product doctrine or other applicable privilege, and (iii) the Sellers shall have the right in their sole discretion and at any time to require the return and/or destruction of the Excluded Privileged Communications.

Section 9.10 Consent to Service of Process. Each of the Parties hereby consents to process being served by any Party, respectively, in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 9.7.

Section 9.11 WAIVERS OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE RELATED AGREEMENTS OR THE CONTEMPLATED TRANSACTIONS OR THEREBY.

Section 9.12 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability in any one jurisdiction affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 9.13 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

Section 9.14 No Survival of Representations, Warranties and Agreements. None of the Parties' representations, and warranties, in this Agreement, including any rights of any other Party or any third party arising out of any breach of such representations and warranties, shall survive Closing. None of the Parties' covenants ~~and/or~~ other agreements in this Agreement, including any rights of any other Party or any third party arising out of any breach of such ~~representations, warranties,~~ covenants and other agreements, shall survive Closing, except for (i) those covenants and agreements contained herein that by their terms apply or are to be performed in whole or in part after the Closing, (ii) this Article IX, and (iii) all defined terms set forth in Article I that are referenced in the foregoing provisions referred to in clauses (i) and (ii) above.

Section 9.15 Construction. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice versa. The word "including" and "include" and other words of similar import shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereto" and "hereby," and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision of this Agreement. Unless expressly stated in connection therewith or the context otherwise requires, the phrase "relating to the Business" and other words of similar import shall be deemed to mean "relating to the operation of the Business as conducted as of the date hereof." Except as otherwise provided herein, references to Articles, Sections, clauses, subclauses, subparagraphs, Schedules, Exhibits, Appendices and the Disclosure Schedule herein are references to Articles, Sections, clauses, subclauses, subparagraphs, Schedules, Appendices, Exhibits and the Disclosure Schedule of this Agreement. Any reference herein to any Law (or any provision thereof) shall include such Law (or any provision thereof) and any rule or regulation promulgated thereunder, in each case, including any successor thereto, and as it may be amended, modified or supplemented from time to time. Any reference herein to "dollars" or "\$" means United States dollars.

Section 9.16 Computation of Time. In computing any period of time prescribed by or allowed with respect to any provision of this Agreement that relates to Sellers or the Chapter 11 Cases, the provisions of rule 9006(a) of the Federal Rules of Bankruptcy Procedure shall apply.

Section 9.17 Mutual Drafting. Each of the Parties has participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 9.18 Disclosure Schedule. All capitalized terms not defined in the Disclosure Schedule shall have the meanings ascribed to them in this Agreement. The representations and warranties of Sellers in this Agreement are made and given, and the covenants are agreed to,

subject to the disclosures and exceptions set forth in the Disclosure Schedule. The disclosure of any matter in any section of the Disclosure Schedule shall be deemed to be a disclosure with respect to any other sections of the Disclosure Schedule to which such disclosed matter reasonably relates, but only to the extent that such relationship is reasonably apparent on the face of the disclosure contained in the Disclosure Schedule. The listing of any matter shall expressly not be deemed to constitute an admission by Sellers, or to otherwise imply, that any such matter is material, is required to be disclosed under this Agreement or falls within relevant minimum thresholds or materiality standards set forth in this Agreement. No disclosure in the Disclosure Schedule relating to any possible breach or violation of any Contract or law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. In no event shall the disclosure of any matter in the Disclosure Schedule be deemed or interpreted to expand the scope of Sellers' representations, warranties and/or covenants set forth in this Agreement. All attachments to the Disclosure Schedule are incorporated by reference into the Disclosure Schedule in which they are directly or indirectly referenced. The information contained in the Disclosure Schedule is in all events subject to the Confidentiality Agreement.

Section 9.19 Headings; Table of Contents. The section headings and the table of contents contained in this Agreement and the Disclosure Schedule are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 9.20 Counterparts; Facsimile and Email Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile, email with scan attachment copies, or other electronic signature method, including DocuSign, each of which shall be deemed an original.

Section 9.20Section 9.21 Time of Essence. ~~Time is of the essence of this Agreement.~~ Time is of the essence of this Agreement.

[END OF PAGE]

[SIGNATURE PAGES FOLLOW]

SIGNATURE ~~PAGE~~PAGES TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement ~~this 24th day~~
~~April, 2024, but effective~~ as of the date first above written.

SELLERS:

Eye Care Leaders Portfolio Holdings, LLC,
ECL PH Services Group, LLC,
ECL Group, LLC,
Eye Care Leaders Holdings, LLC,
Alta Billing Holdings, LLC,
Alta Billing, LLC,
Canta Health, LLC,
DJRTC, LLC,
ECL Holdings, LLC,
iMedicWare, Inc.,
IMW EMR, LLC,
IMW Holdings, LLC,
Insight Software, LLC,
Integrity EMR Holdings, LLC,
Integrity EMR, LLC,
IO Practiceware, Inc.,
IOPW Holdings, LLC,
IOPW, LLC,
Keymed Holdings, LLC,
Keymed, LLC,
MD Office, LLC,
MDO Group Holdings, LLC,
MDX, LLC,
Medflow Holdings, LLC,
Medflow, Inc.,
MNI Holdings, LLC,
MRX Holdings, LLC,
My Vision Express, Inc.,
Penn Medical Informatics Systems, LLC,
PI Software Holdings, LLC,
PI Software, LLC,
PMX, LLC,
Revenue Health Solutions, LLC,
RHS Holdings, LLC, and
The Hoehne Group – Software Division, Inc.

BUYER:

~~Create Capital Special~~
~~Situations Fund, LLC~~Colorado Bankers
Life Insurance Company

By: _____

Name: _____
_____Mike Dinius

Title: _____
_____Special Deputy Receiver

By: _____

Name: _____

Title: _____

EXHIBIT A

Bill of Sale

This Bill of Sale, dated as of [____], 2024 (this “Bill of Sale”), is made and entered into by and among Eye Care Leaders Portfolio Holdings, LLC, ECL PH Services Group, LLC, ECL Group, LLC, Eye Care Leaders Holdings, LLC, Alta Billing Holdings, LLC, Alta Billing, LLC, Canta Health, LLC, DJRTC, LLC, ECL Holdings, LLC, iMedicWare, Inc., IMW EMR, LLC, IMW Holdings, LLC, Insight Software, LLC, Integrity EMR Holdings, LLC, Integrity EMR, LLC, IO Practiceware, Inc., IOPW Holdings, LLC, IOPW, LLC, Keymed Holdings, LLC, Keymed, LLC, MD Office, LLC, MDO Group Holdings, LLC, MDX, LLC, Medflow Holdings, LLC, Medflow, Inc., MNI Holdings, LLC, MRX Holdings, LLC, My Vision Express, Inc., Penn Medical Informatics Systems, LLC, PI Software Holdings, LLC, PI Software, LLC, PMX, LLC, Revenue Health Solutions, LLC, RHS Holdings, LLC, and The Hoehne Group – Software Division, Inc. (collectively, the “Sellers,” and each individually, a “Seller”), and [●] (together with its permitted successors, designees and assigns, “Buyer”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement dated as of [____], 2024 (the “Asset Purchase Agreement”), by and among Buyer and Sellers.

RECITALS

1. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets, free and clear of all Liens (other than Permitted Liens); and
2. Sellers desire to deliver to Buyer such instruments of sale, transfer assignment, conveyance and delivery as are required to vest in Buyer all of Sellers’ right, title and interest in and to the Purchased Assets.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the Parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

3. Each Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of its right, title and interest in and to the Purchased Assets, free and clear of all Liens (other than Permitted Liens) at each of the respective locations set forth on Schedule 1.

4. From time to time after the Closing Date, each Party shall, upon the reasonable request of the other, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as may reasonably be requested in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Bill of Sale.

5. This Bill of Sale is being executed by Sellers and Buyer and shall be binding upon each of Sellers and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

6. No provision of this Bill of Sale, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Bill of Sale or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Bill of Sale shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

7. None of the provisions of this Bill of Sale may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the Party(ies) against whom the waiver is to be effective.

8. This Bill of Sale is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Bill of Sale shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale as provided by, and subject to the limitations set forth in, the Asset Purchase Agreement. To the extent any provision of this Bill of Sale is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

9. EXCEPT AS AND TO THE EXTENT PROVIDED IN THE ASSET PURCHASE AGREEMENT, SELLERS EXPRESSLY AND SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, AND WHETHER GIVEN OR MADE OR DEEMED TO HAVE BEEN GIVEN OR MADE AT ANY TIME OR TIMES IN THE PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING THE NATURE OR CONDITION OF THE PURCHASED ASSETS, INCLUDING WITHOUT LIMITATION ANY AND ALL WARRANTIES AS TO THE MERCHANTABILITY OF THE PURCHASED ASSETS OR THE SUITABILITY OR FITNESS OF THE PURCHASED ASSETS FOR ANY PARTICULAR PURPOSE OR FOR ANY PURPOSE.

10. This Bill of Sale shall in all aspects be governed by and construed in accordance with the internal Laws of the State of ~~Texas~~North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of ~~Texas~~North Carolina or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the

State of ~~Texas~~North Carolina, and the obligations, rights and remedies of the parties shall be determined in accordance with such Laws.

11. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Bill of Sale or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, or other electronic signature method, including DocuSign, each of which shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Bill of Sale to be duly executed by ~~their respective~~the authorized officers of Sellers and authorized Special Deputy Receivers of Buyer as of the date first above written.

SELLERS:

[•]

By: _____

Name: _____

Title: _____

BUYER:

[•]

By: _____

Name: _____

Title: _____

Schedule 1 to Bill of Sale

Purchased Assets

EXHIBIT B

Assignment and Assumption Agreement

This Assignment and Assumption Agreement, dated as of [____], 2024 (this “Agreement”), is made and entered into by and among Eye Care Leaders Portfolio Holdings, LLC, ECL PH Services Group, LLC, ECL Group, LLC, Eye Care Leaders Holdings, LLC, Alta Billing Holdings, LLC, Alta Billing, LLC, Canta Health, LLC, DJRTC, LLC, ECL Holdings, LLC, iMedicWare, Inc., IMW EMR, LLC, IMW Holdings, LLC, Insight Software, LLC, Integrity EMR Holdings, LLC, Integrity EMR, LLC, IO Practiceware, Inc., IOPW Holdings, LLC, IOPW, LLC, Keymed Holdings, LLC, Keymed, LLC, MD Office, LLC, MDO Group Holdings, LLC, MDX, LLC, Medflow Holdings, LLC, Medflow, Inc., MNI Holdings, LLC, MRX Holdings, LLC, My Vision Express, Inc., Penn Medical Informatics Systems, LLC, PI Software Holdings, LLC, PI Software, LLC, PMX, LLC, Revenue Health Solutions, LLC, RHS Holdings, LLC, and The Hoehne Group – Software Division, Inc. (collectively, the “Sellers,” and each individually, a “Seller”), and [●] (together with its permitted successors, designees and assigns, “Buyer”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement dated as of [____], 2024 (the “Asset Purchase Agreement”), by and among Buyer and Sellers.

RECITALS

1. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets including, without limitation, the Assumed Contracts, free and clear of all Liens (other than Permitted Liens); and

2. Pursuant to Section 2.3 of the Asset Purchase Agreement, Buyer has agreed to assume, effective as of Closing, the Assumed Liabilities.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the Parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Sellers hereby assign and delegate the Assumed Contracts and the Assumed Liabilities set forth on Schedule 1 of this Agreement to Buyer and Buyer hereby accepts assignment and delegation of and assumes the Assumed Contracts and the Assumed Liabilities

as set forth in the Asset Purchase Agreement. Buyer assumes none of the Excluded Liabilities and the Parties agree that all such Excluded Liabilities remain the responsibility of Sellers.

2. From time to time after the Closing Date, each Party shall, upon the reasonable request of the other ~~and at such other Party's expense~~, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as may reasonably be requested in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Agreement.

3. This Agreement is being executed by Sellers and Buyer and shall be binding upon each of Sellers and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

4. No provision of this Agreement, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Agreement shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Agreement may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

6. This Agreement is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Agreement shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Agreement as provided and subject to the limitations set forth in the Asset Purchase Agreement. To the extent any provision of this Agreement is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

7. This Agreement shall in all aspects be governed by and construed in accordance with the internal Laws of the State of ~~Texas~~North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of ~~Texas~~North Carolina or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of ~~Texas~~North Carolina, and the obligations, rights and remedies of the parties shall be determined in accordance with such Laws.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, or other electronic signature method, including DocuSign, each of which shall be deemed an original.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by ~~their respective~~ the authorized officers of Sellers and the authorized Special Deputy Receivers of Buyer as of the date first above written.

SELLERS:

[•]

By: _____

Name: _____

Title: _____

BUYER:

[•]

By: _____

Name: _____

Title: _____

Schedule 1 to Assignment and Assumption Agreement

Assumed Contracts and Liabilities

EXHIBIT C

Copyright Assignment Agreement

This Copyright Assignment Agreement (“Assignment”), dated as of [____], 2024, is made and entered into by and among Eye Care Leaders Portfolio Holdings, LLC, ECL PH Services Group, LLC, ECL Group, LLC, Eye Care Leaders Holdings, LLC, Alta Billing Holdings, LLC, Alta Billing, LLC, Canta Health, LLC, DJRTC, LLC, ECL Holdings, LLC, iMedicWare, Inc., IMW EMR, LLC, IMW Holdings, LLC, Insight Software, LLC, Integrity EMR Holdings, LLC, Integrity EMR, LLC, IO Practiceware, Inc., IOPW Holdings, LLC, IOPW, LLC, Keymed Holdings, LLC, Keymed, LLC, MD Office, LLC, MDO Group Holdings, LLC, MDX, LLC, Medflow Holdings, LLC, Medflow, Inc., MNI Holdings, LLC, MRX Holdings, LLC, My Vision Express, Inc., Penn Medical Informatics Systems, LLC, PI Software Holdings, LLC, PI Software, LLC, PMX, LLC, Revenue Health Solutions, LLC, RHS Holdings, LLC, and The Hoehne Group – Software Division, Inc. (collectively, the “Sellers,” and each individually, a “Seller”), and [●] (together with its permitted successors, designees and assigns, “Buyer”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement dated as of [____], 2024 (the “Asset Purchase Agreement”), by and among Buyer and Sellers.

RECITALS

1. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets including, without limitation, Sellers’ rights and benefits with respect to all copyrights, copyright registrations and copyright applications owned by Sellers which are set forth on Schedule 1 attached hereto (collectively, the “Copyrights”), free and clear of all Liens (other than Permitted Liens); and

2. Sellers desire to deliver to Buyer such instruments of sale, transfer assignment, conveyance and delivery as are required to vest in Buyer all of Sellers’ right, title and interest in and to the Purchased Assets, including the Copyrights.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the Parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Each Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of its respective right, title and interest in and to the Copyrights listed on Exhibit A, as applicable to the Copyrights owned by each respective Seller, together with any and all moral rights therein,

the goodwill of the business symbolized by the Copyrights, the right to sue for past infringement of such Copyrights and the registrations thereof free and clear of all Liens (other than Permitted Liens), and hereby instructs, authorizes and directs the Register of Copyrights of the United States, and the corresponding entity or agency in any applicable foreign country, to record Buyer as assignee and owner of the Copyrights.

2. From time to time after the Closing Date, each Party shall, upon the reasonable request of the other, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as may reasonably be requested in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Assignment.

3. This Assignment is being executed by Sellers and Buyer and shall be binding upon each of Sellers and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

4. No provision of this Assignment, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Assignment or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Assignment may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the Party(ies) against whom the waiver is to be effective.

6. This Assignment is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided by, and subject to the limitations set forth in, the Asset Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

7. This Assignment shall in all aspects be governed by and construed in accordance with the internal Laws of the State of ~~Texas~~North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of ~~Texas~~North Carolina or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of ~~Texas~~North Carolina, and the obligations, rights and remedies of the parties shall be determined in accordance with such Laws.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment or any counterpart may be executed and delivered by facsimile or email with

scan attachment copies, or other electronic signature method, including DocuSign, each of which shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by ~~their respective~~the authorized officers of Sellers and the authorized Special Deputy Receivers of Buyer as of the date first above written.

SELLERS:

[•]

By: _____

Name: _____

Title: _____

BUYER:

[•]

By: _____

Name: _____

Title: _____

Schedule 1 to Copyright Assignment Agreement

Copyrights of Sellers

EXHIBIT D

Trademark Assignment Agreement

This Trademark Assignment Agreement (“Assignment”), dated as of [____], 2024, is made and entered into by and among Eye Care Leaders Portfolio Holdings, LLC, ECL PH Services Group, LLC, ECL Group, LLC, Eye Care Leaders Holdings, LLC, Alta Billing Holdings, LLC, Alta Billing, LLC, Canta Health, LLC, DJRTC, LLC, ECL Holdings, LLC, iMedicWare, Inc., IMW EMR, LLC, IMW Holdings, LLC, Insight Software, LLC, Integrity EMR Holdings, LLC, Integrity EMR, LLC, IO Practiceware, Inc., IOPW Holdings, LLC, IOPW, LLC, Keymed Holdings, LLC, Keymed, LLC, MD Office, LLC, MDO Group Holdings, LLC, MDX, LLC, Medflow Holdings, LLC, Medflow, Inc., MNI Holdings, LLC, MRX Holdings, LLC, My Vision Express, Inc., Penn Medical Informatics Systems, LLC, PI Software Holdings, LLC, PI Software, LLC, PMX, LLC, Revenue Health Solutions, LLC, RHS Holdings, LLC, and The Hoehne Group – Software Division, Inc. (collectively, the “Sellers,” and each individually, a “Seller”), and [●] (together with its permitted successors, designees and assigns, “Buyer”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement dated as of [____], 2024 (the “Asset Purchase Agreement”), by and among Buyer and Sellers.

RECITALS

1. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets including, without limitation, Sellers’ rights and benefits with respect to all trademarks and trademark applications owned by Sellers each of which are set forth on Schedule 1 attached hereto (collectively, the “Marks”), free and clear of all Liens (other than Permitted Liens); and

2. Sellers desire to deliver to Buyer such instruments of sale, transfer assignment, conveyance and delivery as are required to vest in Buyer all of each respective Sellers’ right, title and interest in and to the Purchased Assets, including the Marks.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the Parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Each Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of its right, title and interest in and to the Marks listed on Exhibit A together with the goodwill of the business symbolized by the Marks, the right to sue for past infringement of such Marks and the registrations thereof free and clear of all Liens (other than Permitted Liens), and hereby instructs, authorizes and directs the United States Patent and Trademark Office, and the corresponding entity or agency in any applicable foreign country, to record Buyer as assignee and owner of the Marks.

2. From time to time after the Closing Date, each party shall, upon the reasonable request of the other, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as may reasonably be requested in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Assignment.

3. This Assignment is being executed by Sellers and Buyer and shall be binding upon each of Sellers and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

4. No provision of this Assignment, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Assignment or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Assignment may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the party(ies) against whom the waiver is to be effective.

6. This Assignment is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided by, and subject to the limitations set forth in, the Asset Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

7. This Assignment shall in all aspects be governed by and construed in accordance with the internal Laws of the State of ~~Texas~~North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of ~~Texas~~North Carolina or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of ~~Texas~~North Carolina, and the obligations, rights and remedies of the parties shall be determined in accordance with such Laws.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, or other electronic signature method, including DocuSign, each of which shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by ~~their respective~~the authorized officers of Sellers and the authorized Special Deputy Receivers of Buyer as of the date first above written.

SELLERS:

[•]

By: _____

Name: _____

Title: _____

BUYER:

[•]

By: _____

Name: _____

Title: _____

Schedule 1 to Trademark Assignment Agreement

Marks of Sellers

EXHIBIT E

Domain Name Assignment Agreement

This Domain Name Assignment Agreement (“Assignment”), dated as of [____], 2024, is made and entered into by and among Eye Care Leaders Portfolio Holdings, LLC, ECL PH Services Group, LLC, ECL Group, LLC, Eye Care Leaders Holdings, LLC, Alta Billing Holdings, LLC, Alta Billing, LLC, Canta Health, LLC, DJRTC, LLC, ECL Holdings, LLC, iMedicWare, Inc., IMW EMR, LLC, IMW Holdings, LLC, Insight Software, LLC, Integrity EMR Holdings, LLC, Integrity EMR, LLC, IO Practiceware, Inc., IOPW Holdings, LLC, IOPW, LLC, Keymed Holdings, LLC, Keymed, LLC, MD Office, LLC, MDO Group Holdings, LLC, MDX, LLC, Medflow Holdings, LLC, Medflow, Inc., MNI Holdings, LLC, MRX Holdings, LLC, My Vision Express, Inc., Penn Medical Informatics Systems, LLC, PI Software Holdings, LLC, PI Software, LLC, PMX, LLC, Revenue Health Solutions, LLC, RHS Holdings, LLC, and The Hoehne Group – Software Division, Inc. (collectively, the “Sellers,” and each individually, a “Seller”), and [●] (together with its permitted successors, designees and assigns, “Buyer”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement dated as of [____], 2024 (the “Asset Purchase Agreement”), by and among Buyer and Sellers.

RECITALS

1. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and the Asset Purchase Agreement, Sellers have, among other things, agreed to sell, transfer, assign, convey and deliver to Buyer and Buyer has agreed to purchase, acquire and accept from Sellers, upon the terms and conditions set forth in the Asset Purchase Agreement, all of the right, title and interest of Sellers in and to the Purchased Assets including, without limitation, Sellers’ rights and benefits with respect to all domain names (including all sub-domain names and extensions thereof and thereto) owned by Sellers each of which are set forth on Schedule 1 attached hereto (collectively, the “Domain Names”), free and clear of all Liens (other than Permitted Liens); and

2. Sellers desire to deliver to Buyer such instruments of sale, transfer assignment, conveyance and delivery as are required to vest in Buyer all of Sellers’ right, title and interest in and to the Purchased Assets, including the Domain Names.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Each Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of its right, title and interest in and to the Domain Names listed on Exhibit A free and clear of all Liens (other than Permitted Liens), and hereby instructs, authorizes and directs any and all registrars thereof to transfer the Domain Names to Buyer.

2. From time to time after the Closing Date, each Party shall, upon the reasonable request of the other, execute and deliver or cause to be executed and delivered such further instruments of sale, conveyance, assignment, transfer and assumption, and take such further action, as may reasonably be requested in order to more effectively carry out the purposes and intent of the Asset Purchase Agreement and this Assignment.

3. This Assignment is being executed by Sellers and Buyer and shall be binding upon each of Sellers and Buyer, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof.

4. No provision of this Assignment, express or implied, is intended or shall be construed to confer upon or give to any Person, other than the parties hereto and their respective successors and permitted assigns, any remedy or claim under or by reason of this Assignment or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this Assignment shall be for the sole and exclusive benefit of each of Sellers and Buyer, their respective successors and permitted assigns.

5. None of the provisions of this Assignment may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by Sellers and Buyer, or in the case of a waiver, by the Party(ies) against whom the waiver is to be effective.

6. This Assignment is subject in all respects to the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the representations, warranties, covenants or other agreements contained in the Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment as provided by, and subject to the limitations set forth in, the Asset Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Asset Purchase Agreement, the provisions of the Asset Purchase Agreement shall govern and control.

~~7. This Assignment shall in all aspects be governed by and construed in accordance with the internal Laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Texas, and the obligations, rights and remedies of the Parties shall be determined in accordance with such Laws.~~

~~8.7.~~ This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment or any counterpart may be executed and delivered by facsimile or email with scan attachment copies, or other electronic signature method, including DocuSign, each of which shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by ~~their respective~~ the authorized officers of Sellers and the authorized Special Deputy Receivers of Buyer as of the date first above written.

SELLERS:

[•]

By: _____

Name: _____

Title: _____

BUYER:

[•]

By: _____

Name: _____

Title: _____

Schedule 1 to Domain Name Assignment Agreement

Domain Names of Sellers