

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

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Order Filed on January 21, 2022
by Clerk
U.S. Bankruptcy Court
District of New Jersey

In re:

ALLIANT TECHNOLOGIES, L.L.C. (d/b/a
TenFour), *et al.*,¹

Debtors.

Chapter 11

Case No. 21-19748 (JKS)
Jointly Administered

HEARING DATE:
January 20, 2022, at 10:00 a.m. (ET)

ORDER (A) APPROVING BIDDING AND SALE PROCEDURES; (B) APPROVING FORM AND MANNER OF NOTICES; (C) APPROVING FORM OF ASSET PURCHASE AGREEMENT, INCLUDING EXPENSE REIMBURSEMENT; (D) SCHEDULING DATES TO CONDUCT AUCTION AND HEARING TO CONSIDER FINAL APPROVAL OF SALE AND RELATED MATTERS; (E) APPROVING PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (F) GRANTING RELATED RELIEF

The relief set forth on the following pages, numbered two (2) through fifteen (15) is ORDERED.

A handwritten signature in black ink, appearing to read "J.K. Sherwood", written over a horizontal line.

Honorable John K. Sherwood
United States Bankruptcy Court

DATED: January 21, 2022

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Upon consideration of the motion (the “**Motion**”)² of Alliant Technologies, LLC (d/b/a TenFour) and certain of its affiliates, the debtors and debtors in possession in the above-captioned chapter 11 proceedings (the “**Debtors**”), before this United States Bankruptcy Court for the District of New Jersey (“**Court**”) for the entry of orders, pursuant to sections 105(a), 363, 365, 503, and 507 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2002, 6003, 6004, 6006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rules 6004-1, and 6004-2 of the Local Rules of United States Bankruptcy Court District of New Jersey (the “**Local Rules**”), (a)(i) authorizing and approving certain bidding procedures substantially in the form of **Exhibit 1** to this order (the “**Bidding Procedures**”), and expense reimbursement (the “**Termination Payment**”) provisions in connection with the Debtors’ sale (the “**Sale**”) of substantially all of the assets of their businesses (but excluding cash and accounts receivables) (the “**Acquired Assets**”) pursuant to that certain Asset Purchase Agreement, dated as of December 20, 2021, which is attached hereto as **Exhibit 5** (as may be amended or modified, the “**Stalking Horse APA**”), by and among Alliant Technologies, L.L.C., AlliantWare, L.L.C., and Red Forge LLC (collectively, the “**Sellers**”) and Acuative Corporation (the “**Stalking Horse Bidder**”); (ii) authorizing and approving the Sellers’ entry into (but not consummation of) the Stalking Horse APA; (iii) approving the form and manner of notice of the Sale of the Acquired

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

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Assets; (iv) scheduling an auction (the “**Auction**”) and hearing (the “**Sale Hearing**”) to consider approval of the Sale; and (v) approving certain procedures for assumption and assignment of executory contracts and unexpired leases and for determining cure amounts with respect to such executory contracts and unexpired leases, and (b)(i) authorizing the Sale of the Acquired Assets free and clear of any and all claims, liens, rights, interests, and encumbrances (other than as permitted under the Stalking Horse APA) to the Stalking Horse Bidder or the party otherwise submitting the highest or otherwise best offer pursuant to the Bidding Procedures (in either case, the “**Prevailing Bidder**”); (ii) approving the Stalking Horse APA or such other asset purchase agreement entered into with the Prevailing Bidder in accordance with the Bidding Procedures (the “**Prevailing Bidder APA**”); and (iii) authorizing the Sellers to assume and assign certain executory contracts and unexpired leases as more fully set forth in the Motion; and the Court having jurisdiction to decide the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 1334(b) and 157 and the *Standing Order of Reference* from the United States District Court for the District of New Jersey, dated September 18, 2012; and this being a core matter under 28 U.S.C. § 157(b); and the Court having determined that it may enter a final order consistent with Article III of the United States Constitution; and venue of the Chapter 11 Cases and this Motion being proper in the Court under 28 U.S.C. §§ 1408 and 1409; and the Court having held a hearing to consider the relief requested in the Motion (the “**Hearing**”); and Court having found and

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determined that the relief requested in the Motion and provided for herein is in the best interest of the Debtors, their estates, and their creditors; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Rule 7052 of the Bankruptcy Rules, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any findings of fact herein constitute conclusions of law, they are adopted as such. To the extent any conclusions of law herein constitute findings of fact, they are adopted as such.

B. The Court has jurisdiction over the Motion and the transactions contemplated by the Stalking Horse APA pursuant to 28 U.S.C. §§ 157 and 1334 and the *Standing Order of Reference* from the United States District Court for the District of New Jersey, dated September 18, 2012, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. The statutory bases for the relief requested in the Motion are (i) sections 105(a), 363, 365, 503, and 507 of the Bankruptcy Code, (ii) Bankruptcy Rules 2002, 6003, 6004, 6006, 9007, 9008 and 9014, and (iii) Local Rules 6004-1, and 6004-2.

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D. Good and sufficient notice of the Motion and the relief sought therein has been given under the circumstances, and no other or further notice is required except as set forth herein with respect to the hearing to be conducted to approve the transactions contemplated by the Stalking Horse APA (the “**Sale Hearing**”). A reasonable opportunity to object or be heard regarding the relief provided herein has been afforded to parties in interest.

E. The Debtors’ proposed notice of the Bidding Procedures is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the sale of the Acquired Assets, the Auction, and the Bidding Procedures to be employed in connection therewith.

F. The Debtors have articulated good and sufficient reasons for the Court to: (i) approve (a) the Bidding Procedures and (b) the Termination Payment as provided in the Stalking Horse APA and this Order; (ii) authorize the Debtors’ entry into (but not consummation of) the Stalking Horse APA; (iii) schedule the Auction and Sale Hearing; (iv) approve the form and manner of notice of the Motion and the sale of the Acquired Assets (the “**Sale Notice**”) (iv) approve the procedures for the assumption and assignment of executory contracts and unexpired leases (collectively, the “**Assigned Contracts**”), including notice of proposed cure amounts; and (iv) grant related relief.

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G. The entry of this Order is in the best interests of the Debtors, their estates, creditors and other parties in interest.

H. The Bidding Procedures are fair, reasonable, and appropriate, and are designed to maximize the value to be achieved for the Acquired Assets. The Bidding Procedures were negotiated in good faith by the Debtors and the Stalking Horse Bidder.

I. The Debtors have demonstrated a sound business justification of the payment of the Termination Payment under the circumstances and upon the terms and subject to the conditions set forth in the Stalking Horse APA. The Termination Payment (i) is payable as provided in the Stalking Horse APA, (ii) is of substantial benefit to the Debtors' estates, (iii) is reasonable and appropriate, including in light of the size and nature of the sale and the efforts that have been or will be expended by the Stalking Horse Bidder notwithstanding that the proposed sale is subject to higher and better offers for the Acquired Assets, (iv) was negotiated by the parties at arm's length and in good faith, and (v) is necessary to ensure that the Stalking Horse Bidder will continue to pursue its proposed acquisition of the Acquired Assets contemplated by the Stalking Horse APA. The Stalking Horse Bidder is unwilling to commit to purchase the Acquired Assets under the terms of the Stalking Horse APA absent approval of the Termination Payment.

J. The Bidding Procedures comply with the requirements of D.N.J. LBR 6004-2.

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K. The procedures for the assumption and assignment of executory contracts and unexpired leases are fair, reasonable, and appropriate, and comply with the provisions of section 365 of the Bankruptcy Code.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion is GRANTED to the extent set forth herein.
2. Except as provided to the contrary herein, all objections to the Motion or the relief provided herein that have not been withdrawn, waived or settled, and all reservations of rights included therein, hereby are overruled and denied on the merits with prejudice.
3. The Bidding Procedures, attached hereto as **Exhibit 1**, are hereby approved in their entirety, are incorporated by reference, and shall govern the bids and proceedings related to the sale and the Auction, and the Bidding Procedures Key Dates, attached hereto as **Exhibit 2**, are hereby approved in their entirety. The Debtors are authorized to take any and all actions necessary to implement the Bidding Procedures.
4. The Debtors may sell the Acquired Assets and enter into the transactions contemplated by the Stalking Horse APA by conducting an Auction in accordance with the Bidding Procedures.

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5. The Auction (if any) shall take place on February 21, 2022 at 10:00 a.m. (prevailing Eastern Time) at Faegre Drinker Biddle & Reath LLP, 600 Campus Drive, Florham Park, NJ 07928. The Auction shall be conducted in accordance with the Bidding Procedures.

6. Each participating bidder will be required to confirm that it has not engaged in any bad faith or collusion with respect to the bidding or the Sale.

7. The Auction will be conducted openly and all parties in interest will be permitted to attend.

8. Bidding at the Auction will be documented, recorded, or videotaped.

9. The Sale Hearing shall be held before the Court on February 22, 2022 at 2:00 p.m. (prevailing Eastern Time).

10. Objections, if any, to the sale of the Acquired Assets and the transaction contemplated by the Stalking Horse APA, or the relief requested in the Motion must: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules of the Court; (c) be filed with the Bankruptcy Court on or before 5:00 p.m. (prevailing Eastern Time) on February 15, 2022 (the “**Sale Objection Deadline**”); and (d) be served upon: (i) Alliant Technologies, L.L.C., 360 Mt. Kemble Avenue, Morristown, NJ 07960, Attn: Mark P. Cantaluppi, Chief Executive Officer (MCantaluppi@tenfour.com), (ii) counsel for the Debtors, Faegre Drinker Biddle & Reath LLP, 600 Campus Drive, Florham Park, NJ 07928, Attn: Michael P. Pompeo, Esq.

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(Michael.Pompeo@faegredrinker.com) and Marita S. Erbeck, Esq.

(Marita.Erbeck@faegredrinker.com); and (iii) counsel for the Stalking Horse Bidder, Benesch,

Friedlander, Coplan & Aronoff LLP, 200 Public Square, Suite 2300, Cleveland, Ohio 44114, Attn:

William E. Schonberg, Esq. (wschonberg@beneschlaw.com) and Robert A. Marchant, Esq.

(rmarchant@beneschlaw.com) (collectively, the “**Objection Notice Parties**”), in each case, so as

to be received no later than 5:00 p.m. (prevailing Eastern Time) on the Sale Objection Deadline.

11. The notice, substantially in the form attached hereto as **Exhibit 3** (the “**Sale Notice**”), is hereby approved.

12. On or before three (3) business days after entry of this Order, the Debtors will cause the Sale Notice to be sent by first-class mail postage prepaid, to the following: (a) any party that has filed a notice of appearance in these Chapter 11 cases; (b) any entity on the Master Service List; (c) any parties known or reasonably believed to have expressed interest in the Acquired Assets or any portion thereof; (d) all entities known or reasonably believed to have asserted a lien, encumbrance, claim, or other interest in the Acquired Assets; (e) all parties to executory contracts and unexpired leases of the Debtors; (f) all applicable state and local taxing authorities; and (g) any governmental agency that has a reasonably known interest with respect to the Sale and transactions proposed thereunder.

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13. The notice, substantially in the form attached hereto as **Exhibit 4** (the “**Cure Notice**”), of potential assumption and assignment of certain of the Debtors’ executory contracts and unexpired leases to be listed in the Cure Notice (collectively, the “**Scheduled Contracts**”), is hereby approved.

14. On or before three (3) business days after the entry of this Order, the Debtors shall serve by first-class mail or hand delivery the Cure Notice on all non-Debtor parties to the Scheduled Contracts. The Cure Notice shall identify the Scheduled Contracts and provide the cure amounts that the Debtors believe must be paid to cure all prepetition defaults under the Scheduled Contracts (each a “**Cure Amount**” and, collectively, the “**Cure Amounts**”).

15. Any objection to the Cure Amount or to the assumption and assignment to the Stalking Horse Bidder, including with respect to adequate assurance of future performance of the Stalking Horse Bidder (collectively, a “**Contract Objection**”), must be filed with the Court on or before the Sale Objection Deadline, and served so as to be received the same day as the objection is filed, upon the Objection Notice Parties.

16. Any Contract Objection must state the basis for such objection and state with specificity what Cure Amount the party to the Scheduled Contract believes is accurate (in all cases with appropriate documentation in support thereof). If no Contract Objection is timely received, the Cure Amount set forth in the Cure Notice shall be controlling, notwithstanding anything to the

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contrary in the Scheduled Contract or other documents as of the date of the Cure Notice. The Cure Notice shall also provide that the Contract Objection to any Cure Amount or assumption and assignment will be heard at the Sale Hearing or at a later hearing, as determined by the Debtors.

If a Prevailing Bidder that is not the Stalking Horse Bidder prevails at the Auction, then the deadline to object to assumption and assignment (solely on the grounds of adequate assurance of future performance) shall be extended to the Sale Hearing, provided, however, that the deadline to object to the Cure Amount shall not be extended.

17. Unless a non-Debtor party to any Scheduled Contract files an objection to the Cure Amount by the applicable objection deadline, then such counterparty shall be (a) forever barred from objection to the Cure Amount and (b) forever barred and estopped from asserting or claiming any Cure Amount, other than the Cure Amount on the schedule of the Cure Notice, against the Debtor, the Stalking Horse Bidder, or any Prevailing Bidder or any other assignee of the relevant contract or lease.

18. Unless a non-Debtor party to any Assigned Contract files a timely objection to the assumption and assignment of the contract to the Stalking Horse Bidder or the other Prevailing Bidder, then such counterparty shall be deemed to have consented to the assumption and assignment to the Stalking Horse Bidder or Prevailing Bidder, as applicable. Furthermore, the terms, conditions and procedures set forth in Sections 2.5(a)(ii), (b) and (c) of the Stalking Horse

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APA applicable to any Additional Assumed Contract, any Additional Rejected Contract, any Previously Omitted Contract, any Omitted Contract Order, and any Additional Designation Notice (as such terms are defined in such Sections of the Stalking Horse APA), are hereby approved.

19. The Stalking Horse Bidder is entitled to make any bids at the Auction in compliance with the Bidding Procedures and as set forth in the Stalking Horse APA.

20. The Sale Hearing may be continued, from time to time, without further notice to creditors or other parties in interest other than by announcement of said continuance before the Court on the date scheduled for such hearing.

21. Section 7.11 of the Stalking Horse APA is hereby approved and is binding upon the Debtors and their estates. In connection therewith, the Debtors' obligation to pay the Termination Payment, as provided by the Stalking Horse APA, shall survive termination of the Stalking Horse APA and shall be payable solely as provided in Section 7.11 of the Stalking Horse APA. To the extent the Stalking Horse Bidder is entitled to the Termination Payment in accordance with Section 7.11 of the Stalking Horse APA, the Debtors shall pay the Termination Payment directly to the Stalking Horse Bidder.

22. Upon entry of this Order, the Termination Payment shall, until paid in full as set forth in the Stalking Horse APA, be entitled to super-priority administrative expense status pursuant to §§ 503(b)(1) and 507(a)(2) of the Bankruptcy Code.

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23. Except for the Stalking Horse Bidder, no other party submitting an offer or Bid for the Acquired Assets or a Qualifying Bid shall be entitled to any expense reimbursement, break-up, termination or similar fee or payment.

24. Except as otherwise provided in this Order, the Debtors further reserve the right as they may reasonably determine to be in the best interests of their estates: (a) to determine, in consultation with the Subchapter V trustee appointed in these cases, which bidders are Qualified Bidders; (b) to determine which bids are Qualified Bids; (c) to determine which Qualified Bid is the highest and best proposal and which is the next highest and best proposal; (d) to reject any bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bidding Procedures or the requirements of the Bankruptcy Code, or (iii) contrary to the best interests of the Debtors and their estates; (h) to extend the deadlines set forth herein; (i) to continue or cancel the Auction and/or the Sale Hearing.

25. All persons and entities that participate in the bidding process or the Auction shall be deemed to have knowingly and voluntarily submitted to the exclusive jurisdiction of this Court with respect to all matters related to the terms and conditions of the transfer of Acquired Assets, the assumption and assignment of Scheduled Contracts and/or any Additional Assumed Contract, any Additional Rejected Contract, any Previously Omitted Contract or any Omitted Contract Order, the Auction, and any transaction contemplated herein.

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26. To the extent that any chapter 11 plan confirmed in these cases or any order confirming any such plan or any other order in these cases (including any order entered after any conversion of these cases to cases under chapter 7 of the Bankruptcy Code) alters, conflicts with or derogates from the provisions of this Order, the provisions of this Order shall control. The Debtors' obligations under this Order, the provision of this Order and the portions of the Stalking Horse APA pertaining to the Bidding Procedures shall survive conversion of these cases to cases under chapter 7 of the Bankruptcy Code, confirmation of any plan of reorganization or discharge of claims thereunder and shall be binding upon the Debtors, a Chapter 7 trustee, the reorganized or reconstituted debtors, as the case may, after the effective date of a confirmed plan or plans in the Debtors' cases (including any order entered after any conversion of these cases to cases under chapter 7 of the Bankruptcy Code).

27. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 6006(d), 7062, 9014 or any other provisions of the Bankruptcy Rules or the Local Rules stating the contrary, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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28.

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

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

31. The Court shall retain jurisdiction over any matters related to or arising from the implementation of this Order.

EXHIBIT 1

Bid Procedures

Bidding Procedures¹

- (a) **Solicitation Process; Distribution of Bid Procedures and Definitive Agreement.** Sellers shall distribute (i) Notice of the Sale Motion and these Bid Procedures in accordance with applicable sections of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules of the Bankruptcy Court as ordered by the Bankruptcy Court (the “**Sale Notice**”), (ii) these Bid Procedures and (iii) a copy of the Agreement (as such, the “**Stalking Horse APA**”) as may be required by the Bankruptcy Court in connection with the Sale Motion.
- (b) **Eligibility of Bidders to Participate in Auction.** In order to be eligible to bid for the Acquired Assets or otherwise participate in the Auction (defined below), each bidder must be determined by Sellers, in consultation with the trustee appointed in the Bankruptcy Cases (the “**Subchapter V Trustee**”) to be a “Qualifying Bidder” (defined below). Sellers, in consultation with the Subchapter V Trustee, shall have the right to determine whether a bidder is a Qualifying Bidder (a bid being submitted by a bidder determined to be a Qualifying Bidder and to have otherwise satisfied the requirements of paragraph (c) below being a “**Qualifying Bid**”).
- (c) **Qualification of Bidders.** In order to be considered for status as a Qualifying Bidder, a bidder (other than Buyer, who is deemed to constitute a Qualifying Bidder having submitted a Qualifying Bid) must:
- (A) Deliver to Sellers’ counsel at Faegre Drinker Biddle & Reath LLP, 600 Campus Drive, Florham Park, NJ 07928, Attn: Michael P. Pompeo, Esq. (Michael.Pompeo@faegredrinker.com) and Marita S. Erbeck, Esq. (Marita.Erbeck@faegredrinker.com), so as to be received by Sellers’ counsel before **5:00 p.m. (Eastern Time) on February 18, 2022** (the “**Bid Deadline**”), a written offer (a “**Qualifying Bid**”) that:
- (i) consists of an executed form of the Stalking Horse APA, marked to show any proposed revisions to the extent permitted in Section (c)(i)(2) below, which is acceptable to Sellers, that provides for the purchase of the Acquired Assets and clearly specifies the amount such bidder is willing to pay, which amount must be at least equal to the sum of (x) the overall transaction value contained in the Stalking Horse APA, as determined by Sellers in consultation with the Subchapter V Trustee, plus (y) the Termination Payment, plus (z) cash in the amount of \$100,000.00 (such aggregate amount, the “**Minimum Initial Bid**”) (such bidder’s marked and executed Stalking Horse APA, the “**Bidder APA**”);
- (ii) except for containing a purchase price equivalent to at least the Minimum Initial Bid, the Bidder APA is substantially the same as the Stalking Horse APA, and specifically does not contain any

¹ Capitalized terms not defined herein shall have the respective meanings as defined in the Stalking Horse APA.

contingencies to the validity, effectiveness, and/or binding nature of the bid beyond those contained and that remain effective in the Stalking Horse APA, including, without limitation, additional contingencies of any kind or requiring inspection of the assets;

(iii) contains documentation, acceptable to Sellers, evidencing that the bidder has financial resources sufficient in the aggregate to finance and/or pay for its purchase of the Acquired Assets proposed to be acquired and to close the transaction within the time frame established, which evidence may include, without limitation, evidence of cash on hand, a binding financing commitment from an established and financially sound financial institution or investment fund and the identity of contact persons at the entity issuing such commitment letter;

(iv) demonstrates, to Sellers' satisfaction, that the bidder has the legal capacity to consummate the transaction it is proposing;

(v) includes a statement from the bidder that (i) it is prepared to enter into and consummate the transactions contemplated in the Bidder APA immediately upon entry by the Bankruptcy Court of an order approving the sale of the Acquired Assets to such bidder (the "**Bidder Sale Order**"), but in no event later than the Closing Date under the Stalking Horse APA, provided there has been no order entered staying the Bidder Sale Order pending appeal and (ii) the Qualifying Bid is irrevocable through **February 21, 2022**; and

(B) Before the Bid Deadline, pay an earnest money cash deposit of ten percent (10%) of the Minimum Initial Bid and any other consideration contained in the Bidder APA (a "**Qualified Bidder Deposit**") by wire transfer of immediately available funds, which deposit shall be held in escrow with U.S. Bank National Association (the "**Deposit Escrow Agent**") pursuant to the same escrow agreement entered into by Sellers with Buyer (the "**Escrow Agreement**"). Bidders must successfully complete the "know your customer" application required by the Deposit Escrow Agent and sign a joinder to the Escrow Agreement in the form attached thereto. A Qualified Bidder Deposit will be refunded only if the bid corresponding with the Qualified Bidder Deposit is not approved by the Bankruptcy Court. Sellers reserve the right to hold each Qualified Bidder Deposit until five (5) days after the closing of the sale of the Acquired Assets to, as the case may be, Buyer or the Prevailing Bidder (defined below).

(d) Bids for Less than All Acquired Assets. Subject to the other terms and conditions of these Bid Procedures, bids for less than all of the Acquired Assets may be submitted but may not be considered to be Qualifying Bids unless (i) coupled with bids for other Acquired Assets such that the sum of the parts equals the whole or (ii) such bids, when

added to the liquidation value of Sellers' assets not being acquired, equal or exceed the Minimum Initial Bid plus, as the case may be, the Minimum Overbid Amount.

- (e) Denial of "Qualifying Bid" Status to Non-Conforming Bids. Sellers, in consultation with the Subchapter V Trustee, may decline to accept as Qualifying Bids any bids that do not substantially conform to the foregoing requirements and any other procedures set forth in the Bidding Procedures Order.
- (f) Bid Deadline; Reporting of Qualifying Bids. **All Qualifying Bids must be submitted to Seller so as to be received not later than the Bid Deadline.** After the expiration of the Bid Deadline, Sellers' counsel shall promptly provide copies of all bids received to (i) counsel for the Subchapter V Trustee and (ii) counsel for Buyer. If Sellers' counsel does not receive any Qualifying Bids by the Bid Deadline, Sellers' counsel shall report the same to such parties and to the Bankruptcy Court.
- (g) Access to Sellers' Books and Records; Execution of Confidentiality Agreement. As a condition precedent to being provided access to Sellers' books, records and executives, all bidders must (i) be determined by Sellers to have sufficient financial capability to submit a Qualifying Bid and (ii) execute a confidentiality agreement in form reasonably acceptable to Sellers. Bidders who satisfy the foregoing requirements will be given reasonable access to Sellers' books, records and executives.
- (h) Terms of Auction. In the event that one or more Qualifying Bids are submitted in accordance with these Bid Procedures, Sellers will conduct an auction sale of the Acquired Assets (the "**Auction**") on the terms set forth below.
- (i) Time, Date and Location of Auction; Adjournment of Auction; Appearance of Qualifying Bidders at Auction. The Auction will take place on a date and at such time no more than two (2) business days prior to that date scheduled by the Bankruptcy Court for hearing (the "**Sale Hearing**") to consider the Sale Motion. The Auction will take place at the offices of Sellers' counsel, at such other place as may be designated in writing by Sellers, or electronically via "Zoom", "Web-Ex" or similar virtual electronic platform. Sellers may continue or adjourn the Auction from time to time without further notice in its sole discretion. For a Qualifying Bid to be considered, the corresponding Qualifying Bidder must appear in person (or virtually) at the Auction unless alternative arrangements are agreed upon in advance with Sellers.
- (j) Permitted Attendees at Auction. Only representatives of Sellers, any other parties invited specifically by Sellers, and any Qualifying Bidders (and the professionals for each of the foregoing) shall be entitled to attend the Auction, provided, however, that only Qualifying Bidders shall be entitled to bid at the Auction.
- (k) Auction Bid Submission Procedures. Auction bidding shall be subject to the following procedures:

- (i) In order to bid at the Auction, Qualifying Bidders must appear in person at the Auction, or through a duly authorized representative;
- (ii) Only Qualifying Bidders shall be entitled to make any subsequent bids at the Auction;
- (iii) Bidding will commence with the announcement of the highest Qualifying Bid as determined by Sellers. Any Qualifying Bidder may then submit successive bids in minimum increments of not less than \$100,000.00 (the **“Minimum Overbid Amount”**);
- (iv) If one or more Qualifying Bids are received by Sellers, each such Qualifying Bidder shall have the right to improve its respective bid(s) at the Auction;
- (v) Each successive bid submitted by any bidder at the Auction must contain an actual cash purchase price that exceeds the then existing highest bid by at least the Minimum Overbid Amount;
- (vi) At commencement of the Auction, Sellers may announce procedural and related rules governing the Auction not inconsistent with these Bid Procedures, including time periods available to all Qualifying Bidders to submit successive bid(s) in an amount equivalent to at least the Minimum Overbid Amount;
- (vii) **Irrevocability of Bids; Rejection of Bids:** All Qualifying Bids and successive bids at the Auction shall be irrevocable until thirty (30) days after the closing of the sale of the Acquired Assets. Formal rejection by Sellers of a Qualifying Bid or any successive bid thereto will not be deemed to have occurred unless and until (a) Sellers expressly reject such bid or (b) the sale of the Acquired Assets to the bidder submitting the Prevailing Bid (defined below) is finally consummated.
- (viii) **Selection of Prevailing Bid.** The Auction shall continue until there is only one bid to purchase the Acquired Assets that Sellers determine, in consultation with the Subchapter V Trustee and subject to Bankruptcy Court approval, is the highest and/or best Qualifying Bid (such bid being the **“Prevailing Bid”** and such bidder being the **“Prevailing Bidder”**). The Prevailing Bidder shall have such rights and responsibilities of the buyer, as set forth in the Bidder APA. Prior to the Sale Hearing, the Prevailing Bidder shall complete and execute the Bidder APA and all other agreements, contracts, instruments or other documents evidencing and containing the terms and conditions upon which the Prevailing Bid was made (such documents being, collectively, **“Prevailing Bidder Sale Documents”**). Notwithstanding the foregoing, Sellers, subject to Bankruptcy Court approval, shall have the right, but not the obligation, to accept more than one Prevailing Bid to purchase separate portions of the Acquired Assets if

the aggregate valued therefrom exceeds the highest single Prevailing Bid for all the Acquired Assets.

- (l) Sale Hearing. In connection with Sellers' filing of the Sale Motion, Sellers will request that the Bankruptcy Court schedule the Sale Hearing to consider approval of the Sale Motion, with notice thereof in accordance with applicable sections of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules of the Bankruptcy Court. The Sale Hearing will be held at the United States Bankruptcy Court for the District of New Jersey, at 50 Walnut Street, 3rd Floor Newark, N.J. 07102, Courtroom 3D. At the Sale Hearing, Sellers will seek the entry of the Sale Order approving and authorizing the proposed sale of the Acquired Assets to Buyer or to the Prevailing Bidder, if any. The Sale Hearing may be adjourned or rescheduled without notice other than by announcement of the adjourned date at the Sale Hearing.
- (m) Closing. The closing of the sale of the Acquired Assets will occur no later than March 21, 2022, in accordance with the terms of the Prevailing Bidder Sale Documents or the Stalking Horse APA, as the case may be, of the entity authorized by the Bankruptcy Court to purchase the Acquired Assets.
- (n) Failure of Prevailing Bidder to Consummate Purchase; Designation of Backup Bidder. If for any reason the Prevailing Bidder fails to consummate its purchase of the Acquired Assets, Sellers may deem the bidder of the second highest and best bid for the Acquired Assets (such bidder being the "**Backup Bidder**," with such bid being the "**Backup Bid**") to have submitted the Prevailing Bid. If Sellers so designates a bidder as a Backup Bidder, such Backup Bidder shall be required to complete and execute an APA in form and substance reasonably acceptable to Sellers memorializing, among other things, the amount of the Backup Bid (a "**Backup Bidder APA**"). If the failure by the Prevailing Bidder to consummate the purchase is the result of such Prevailing Bidder's breach of, or default or failure to perform under any Prevailing Bidder Sale Documents or the terms of these Bid Procedures (such bidder being a "**Defaulting Bidder**"), such Defaulting Bidder's Qualified Bidder Deposit shall be forfeited to Sellers, and Sellers shall thereupon have the right to assert all rights and remedies available under applicable law.
- (o) Determination of Cure Amounts under Assumed Contracts. As soon as reasonably possible after the filing of the Bid Procedures Motion, Sellers shall prepare and shall make available to all interested parties a schedule of all of Sellers' leases and other executory contracts (all such executory contracts, including those that a bidder may request that Sellers assume and assign to such bidder under such bidder's Bidder APA, collectively, the "**Contracts**"), which schedule shall include Sellers' calculation of the amount they believe must be paid to cure all monetary defaults under each of the Contracts (collectively, the "**Cure Amounts**"). Sellers shall file such schedule with the Bankruptcy Court and shall serve a copy thereof on all non-debtor parties to such Contracts. **ANY NON-DEBTOR PARTY TO A CONTRACT WHO DISPUTES**

SUCH CALCULATION MUST (i) FILE WITH THE BANKRUPTCY COURT A WRITTEN CLAIM ASSERTING A CURE CLAIM THAT IS DIFFERENT FROM THE RESPECTIVE CURE AMOUNT ON OR BEFORE THE BAR DATE SET BY THE BANKRUPTCY COURT FOR THE FILING OF SUCH CLAIMS; AND (ii) FILE WITH THE BANKRUPTCY COURT AND SERVE UPON COUNSEL FOR SELLERS, AT FAEGRE DRINKER BIDDLE & REATH LLP, 600 CAMPUS DRIVE, FLORHAM PARK, NJ 07928, ATTN: MICHAEL P. POMPEO, ESQ. (MICHAEL.POMPEO@FAEGREDRINKER.COM) AND MARITA S. ERBECK, ESQ. (MARITA.ERBECK@FAEGREDRINKER.COM), AN OBJECTION TO ITS SCHEDULED CURE AMOUNT ON OR BEFORE THE DATE OF THE SALE HEARING. ANY NON-DEBTOR PARTY TO A CONTRACT WHO FAILS TO COMPLY WITH THE FOREGOING REQUIREMENTS SHALL BE FOREVER BARRED FROM (i) OBJECTING TO THE CURE AMOUNT APPLICABLE TO THAT PARTY'S CONTRACT AND (ii) ASSERTING ANY ADDITIONAL CURE OR OTHER AMOUNTS WITH RESPECT TO THAT PARTY'S CONTRACT. If an objection to a scheduled Cure Amount is filed in accordance with this paragraph, the Bankruptcy Court will hear that objection at the Sale Hearing.

- (p) Reservation of Rights; Deadline Extensions. Sellers shall be deemed to have reserved their rights to: (i) cancel the Auction; (ii) extend the Bid Deadline; (iii) impose such other and additional terms and conditions or modify the terms and conditions hereof as Sellers determine to be in their best interests and (iv) reject all Qualifying Bids if, in Sellers' business judgment, no Qualifying Bid is in the best interests of Sellers' estates.
- (q) Sale of Acquired Assets "As-Is, Where-Is." All of the Acquired Assets shall be transferred on an "as-is, where-is" basis. SELLERS SHALL BE DEEMED TO HAVE EXPRESSLY DISCLAIMED ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY, VALUE OR CONDITION OF ANY OF THE ACQUIRED ASSETS, EXCEPT AS MAY OTHERWISE BE PROVIDED IN THE APPLICABLE APA OR PREVAILING BIDDER SALE DOCUMENTS.
- (r) Buyer as Stalking Horse Bidder; Termination Payment. By Order of the Bankruptcy Court, the Court has approved a termination payment not to exceed \$130,000.00 ("**Termination Payment**") payable to Buyer in the event Buyer is outbid at the Auction. No Qualifying Bidder, other than Buyer, shall be entitled to any termination payment and/or any expense reimbursement, fee or similar type of payment.

TERMINATION PAYMENT

The Termination Payment will be payable only in the event that (i) all of the conditions to Buyer's obligation to close its purchase of the Acquired Assets under the Agreement (including the Stalking Horse APA) have been satisfied and/or waived and the Agreement has not been terminated prior to the Auction, (ii) a Qualifying Bid is submitted by a third-party Qualifying Bidder (i.e., other than Buyer's Qualifying Bid) prior to the Auction, (iii) anyone other than Buyer is determined by an order of the Bankruptcy Court to be the Prevailing Bidder approved to purchase any or all of the Acquired Assets (iv) the Agreement has not previously terminated as the result of an uncured breach by Buyer, and (v) the closing of the Sale to a Prevailing Bidder that is not Buyer has occurred.

Upon Bankruptcy Court approval of a sale of any or all of the Acquired Assets to a Prevailing Bidder that is not Buyer, and assuming no prior breach by Buyer, and upon closing of the Sale to a Prevailing Bidder that is not Buyer, Sellers shall be obligated to pay Buyer the Termination Payment. Buyer's right to payment of the Termination Payment, if it arises, shall be treated as an allowed administrative expense pursuant to Bankruptcy Code sections 503(b) and 507(a)(2).

Buyer is authorized to credit-bid the Termination Payment in connection with the Auction if Buyer determines to submit a competing Qualified Bid to any competing bid that may be submitted by another Person that is equivalent to the Minimum Initial Bid plus, as the case may be, the Minimum Overbid Amount.

EXHIBIT 2

Sale Process Timeline

Hearing re: Bidding Procedures	January 20, 2022
Service of Bidding Procedures Order	+3 days from entry of Bidding Procedures Order
Service of Cure Notice	+3 days from entry of Bidding Procedures Order
Bid Deadline	February 18, 2022
Assumption/Assignment and Cure Objection Deadline	February 15, 2022
Sale Objection Deadline	February 15, 2022
Auction (if necessary)	February 21, 2022
Sale Hearing	February 22, 2022
Entry of Sale Order	No later than 65 days after Petition Date
Adequate Assurance Objection (only in the event the Prevailing Bidder is not the Stalking Horse Bidder)	At or before the Sale Hearing

EXHIBIT 3

Sale Notice

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-1(b)

FAEGRE DRINKER BIDDLE & REATH LLP

A Delaware Limited Liability Partnership

600 Campus Drive

Florham Park, New Jersey 07932-1047

(973) 549-7000 (Telephone)

(973) 360-9831 (Facsimile)

Michael P. Pompeo

Marita S. Erbeck

Proposed Counsel to the Debtors and Debtors in Possession

In re:

ALLIANT TECHNOLOGIES, L.L.C. (d/b/a
TenFour), *et al.*,¹

Debtors.

Chapter 11

Case No. 21-19748 (JKS)
Jointly Administered

NOTICE OF SALE OF CERTAIN ASSETS AT AUCTION

PLEASE TAKE NOTICE THAT:

1. Pursuant to the *Order (A) Approving Bidding and Sale Procedures; (B) Approving Form and Manner of Notices; (C) Approving Form of Asset Purchase Agreement, Including Expense Reimbursement; (D) Scheduling Dates to Conduct Auction and Hearing to Consider Final Approval of Sale and Related Matters; (E) Approving Procedures for the Assumption And Assignment of Executory Contracts and Unexpired Leases, and (F) Granting Related Relief* (the “**Bidding Procedures Order**”) entered by the United States Bankruptcy Court for the District of New Jersey (the “**Bankruptcy Court**”) on January 20, 2022, certain of the above captioned debtors (the “**Debtors**”), have entered into an Asset Purchase Agreement (the “**Stalking Horse APA**”) with Acuative Corporation (the “**Stalking Horse Bidder**”) for the sale of substantially all of the Debtors’ business assets subject to a competitive bidding process as set forth in the Bidding Procedures Order. Capitalized terms used but not otherwise defined in this notice have the

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor’s federal tax identification are as follows: Alliant Technologies, L.L.C. (d/b/a TenFour) (7583), Technology Keiretsu, LLC (8793), AlliantWare, L.L.C. (7589), and Red Forge LLC (8662). The mailing address for the Debtors is 360 Mt. Kemble Avenue, Morristown, New Jersey 07960 (Attn: Mark P. Cantaluppi).

meanings ascribed to them in the Bidding Procedures Order or the Stalking Horse APA, as applicable.

2. Copies of (i) the Motion, (ii) the Stalking Horse APA, (iii) the proposed Sale Order, (iv) the Bidding Procedures, and (v) the Bidding Procedures Order can be obtained by contacting the Debtor's investment banker at Stout Capital LLC, 10100 Santa Monica Boulevard, Suite 1050, Los Angeles, CA 90067 – Attn: Michael Krakovsky (e-mail mkrakovsky@stout.com).

3. All interested parties are invited to make an offer to purchase the Acquired Assets in accordance with the terms and conditions approved by the Bankruptcy Court (the “**Bidding Procedures**”) by **5:00 p.m.** (Eastern Daylight Time) on **February 18, 2022**. Pursuant to the Bidding Procedures, the Debtors may conduct an auction for the Acquired Assets (the “**Auction**”) beginning at **10:00 a.m.** (Eastern Daylight Time) on **February 21, 2022** at the offices of the offices of Sellers' counsel at Faegre Drinker Biddle & Reath LLP, 600 Campus Drive, Florham Park, NJ 07928, or at such other place as may be designated in writing by Sellers, or electronically via “Zoom”, “Web-Ex” or similar virtual electronic platform, or such later time or other place as the Debtor shall notify all Qualified Bidders who have submitted Qualified Bids. Contact the Debtor's investment banker, Stout Capital LLC, 10100 Santa Monica Boulevard, Suite 1050, Los Angeles, CA 90067 – Attn: Michael Krakovsky (e-mail mkrakovsky@stout.com), for further information regarding the Debtors' assets and/or making a bid.

4. Participation at the Auction is subject to the Bidding Procedures and the Bidding Procedures Order.

5. A hearing to approve the Sale of the Acquired Assets to the highest and best bidder will be held on **February 22, 2022, at 2:00 p.m.** (Eastern Daylight Time) at the Bankruptcy Court. The hearing on the Sale may be adjourned without notice other than an adjournment in open court.

6. Objections, if any, to the proposed Sale must be filed and served in accordance with the Bidding Procedures Order, and **actually received** no later than **5:00 p.m.** (Eastern Daylight Time) on **February 15, 2022**.

7. This notice is qualified in its entirety by the Bidding Procedures Order.

Dated: January __, 2022
Florham Park, New Jersey

FAEGRE DRINKER BIDDLE & REATH LLP
Michael P. Pompeo
Marita S. Erbeck
600 Campus Drive
Florham Park, NJ 07928
Tel: (973) 549-7000
Fax: (973) 360-9831
Michael.Pompeo@faegredrinker.com
Marita.Erbeck@faegredrinker.com
*Proposed Counsel to the Debtors
and Debtors in Possession*

EXHIBIT 4

Cure Notice

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY
Caption in Compliance with D.N.J. LBR 9004-1(b)
FAEGRE DRINKER BIDDLE & REATH LLP A Delaware Limited Liability Partnership 600 Campus Drive Florham Park, New Jersey 07932-1047 (973) 549-7000 (Telephone) (973) 360-9831 (Facsimile) Michael P. Pompeo Marita S. Erbeck <i>Proposed Counsel to the Debtors and Debtors in Possession</i>

In re:	Chapter 11
ALLIANT TECHNOLOGIES, L.L.C. (d/b/a TenFour), <i>et al.</i> , ¹	Case No. 21-19748 (JKS)
Debtors.	Jointly Administered

NOTICE OF POSSIBLE ASSUMPTION AND CURE AMOUNT WITH RESPECT TO EXECUTORY CONTRACTS OR UNEXPIRED LEASES POTENTIALLY TO BE ASSUMED AND ASSIGNED IN CONNECTION WITH SALE OF DEBTORS' ASSETS

PLEASE TAKE NOTICE THAT:

1. Pursuant to the *Order (A) Approving Bidding and Sale Procedures; (B) Approving Form and Manner of Notices; (C) Approving Form of Asset Purchase Agreement, Including Expense Reimbursement; (D) Scheduling Dates to Conduct Auction and Hearing to Consider Final Approval of Sale and Related Matters; (E) Approving Procedures for the Assumption And Assignment of Executory Contracts and Unexpired Leases, and (F) Granting Related Relief* (the “**Bidding Procedures Order**”) entered by the United States Bankruptcy Court for the District of New Jersey (the “**Bankruptcy Court**”) on January 20, 2022, certain of the above captioned debtors (the “**Debtors**”), have entered into an Asset Purchase Agreement (the “**Stalking Horse APA**”) with Acuative Corporation (the “**Stalking Horse Bidder**”) for the sale of substantially all of the Debtors’ business assets subject to a competitive bidding process as set forth in the Bidding Procedures Order.

¹ The Debtors in these chapter 11 cases and the last four digits of each Debtor’s federal tax identification are as follows: Alliant Technologies, L.L.C. (d/b/a TenFour) (7583), Technology Keiretsu, LLC (8793), AlliantWare, L.L.C. (7589), and Red Forge LLC (8662). The mailing address for the Debtors is 360 Mt. Kemble Avenue, Morristown, New Jersey 07960 (Attn: Mark P. Cantaluppi).

The Debtors hereby provide notice that they may seek to assume and assign the prepetition executory contracts or unexpired leases (the “**Scheduled Contracts**”) listed on Exhibit A hereto to the Stalking Horse Bidder or the Prevailing Bidder, as the case may be. The inclusion of any executory contract or unexpired lease on Exhibit A does not require or guarantee that such lease or contract will be assumed and assigned, or that such contract or lease is executory, and all rights of the Debtors with respect thereto are reserved. Capitalized terms used but not otherwise defined in this notice have the meanings ascribed to them in the Bidding Procedures Order or the Stalking Horse APA, as applicable.

2. Pursuant to the terms of the Stalking Horse APA (or any asset sale and purchase agreement that the Debtors may enter into with the Prevailing Bidder), the Debtors may seek to assume and assign one or more of the Scheduled Contracts to the Stalking Horse Bidder or the Prevailing Bidder, as the case may be, subject to approval at the hearing to be held at 2:00 p.m. (Eastern Daylight Time) on February 22, 2022 (the “**Sale Hearing**”) before the Bankruptcy Court. On the date of the closing of the transactions contemplated by the Stalking Horse APA (the “**Closing Date**”), or as soon thereafter as is reasonably practicable, the Stalking Horse Bidder or the Prevailing Bidder, as the case may be, will pay the amount the Debtors’ records reflect is owing for prepetition arrearages, if any, as set forth on Exhibit A hereto (the “**Cure Amount**”). The Debtors’ records reflect that all post-petition amounts owing under the Scheduled Contracts have been paid and will continue to be paid until the assumption and assignment of the Scheduled Contracts and that, other than the Cure Amount, there are no other defaults under the Scheduled Contracts.

3. Objections, if any, to (i) the assumption and assignment of a Scheduled Contract, (ii) the proposed Cure Amount, and/or (iii) the Stalking Horse Bidder’s ability to provide adequate assurance of future performance must (a) be in writing, (b) state with specificity the cure amount asserted to be required, (c) include appropriate documentation thereof, (d) be filed with the Bankruptcy Court no later than February 15, 2022 at 5:00 p.m. (Eastern Daylight Time) (the “**Sale Objection Deadline**”) and served on the following parties: (i) Alliant Technologies, L.L.C., 360 Mt. Kemble Avenue, Morristown, NJ 07960, Attn: Mark P. Cantaluppi, Chief Executive Officer (MCantaluppi@tenfour.com), (ii) counsel for the Debtors, Faegre Drinker Biddle & Reath LLP, 600 Campus Drive, Florham Park, NJ 07928, Attn: Michael P. Pompeo, Esq. (Michael.Pompeo@faegredrinker.com) and Marita S. Erbeck, Esq. (Marita.Erbeck@faegredrinker.com); and (iii) counsel for the Stalking Horse Bidder, Benesch, Friedlander, Coplan & Aronoff LLP, 200 Public Square, Suite 2300, Cleveland, Ohio 44114, Attn: William E. Schonberg, Esq. (wschonberg@beneschlaw.com) and Robert A. Marchant, Esq. (rmarchant@beneschlaw.com) (collectively, the “**Objection Notice Parties**”), in each case, so as to be received no later than 5:00 p.m. (prevailing Eastern Time) on the Sale Objection Deadline.

If the bid of the Stalking Horse Bidder is not the Qualified Bid that the Debtors determine in their reasonable business judgment to be the highest and best Qualified Bid at the Auction and thereby the Prevailing Bid, the non-Debtor parties to the Scheduled Contracts shall have until the Sale Hearing to object to the assumption and assignment of such Scheduled Contract solely on the issue of whether the Prevailing Bidder can provide adequate assurance of future performance as required by section 365 of the Bankruptcy Code.

4. If an objection to the assumption and assignment of a Scheduled Contract is timely filed and received, a hearing with respect to the objection will be held before the Bankruptcy Court at the Sale Hearing or such date and time as the Bankruptcy Court may schedule. If no objection is timely received, the non-Debtor party to the Scheduled Contract will be deemed to have consented to

the assumption and assignment of the Scheduled Contract and will be forever barred from asserting any other claims, including but not limited to the propriety or effectiveness of the assumption and assignment of the Scheduled Contract, against the Debtors, the Stalking Horse Bidder, the Prevailing Bidder or the property of any of them in respect of the Scheduled Contract.

5. Pursuant to 11 U.S.C. § 365, there is adequate assurance of future performance that the Cure Amount set forth in the Cure Notice will be paid in accordance with the terms of the Sale Order. There is adequate assurance of the Stalking Horse Bidder's future performance under the executory contract or unexpired lease to be assumed and assigned because of the significant resources of the Stalking Horse Bidder. If necessary, the Debtors will adduce facts at the hearing on any objection demonstrating the financial wherewithal of the Prevailing Bidder, and its willingness and ability to perform under the contracts to be assumed and assigned to it.

6. If an objection to the Cure Amount is timely filed and received and the parties are unable to consensually resolve the dispute, the amount to be paid under section 365 of the Bankruptcy Code, if any, with respect to such objection will be determined at a hearing to be requested by the Debtors or by the objecting counterparty.

7. If no objection is timely received, the Cure Amount set forth in Exhibit A hereto will be controlling, notwithstanding anything to the contrary in any Scheduled Contract or any other document, and the non-Debtor party to the Scheduled Contract will be deemed to have consented to the Cure Amount and will be forever barred from asserting any other claims in respect of such Scheduled Contract against the Debtors, the Stalking Horse Bidder, or the Prevailing Bidder (as appropriate), or the property of any of them. The failure of any objecting person or entity to timely file its objection will be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Sale Motion, the Sale, or the Debtors' consummation of and performance under the Stalking Horse APA or Prevailing Bidder APA, as appropriate (including the transfer of the Acquired Assets and the Scheduled Contracts free and clear of all claims, liens and interests), if authorized by the Court.

8. Prior to the date of the closing of the Sale, the Debtors may amend their decision with respect to the assumption and assignment of any Scheduled Contract, including amending the Cure Amount, and provide a new notice amending the information provided in this notice, including, without limitation, a determination not to assume certain contracts.

Dated: January __, 2022
Florham Park, New Jersey

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*Proposed Counsel to the Debtors
and Debtors in Possession*

EXHIBIT A

<u>Contract/Lease Counterparty</u>	<u>Contract or Lease</u>	<u>Cure Amount</u>

EXHIBIT 5

Stalking Horse APA

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

BY AND AMONG

ALLIANT TECHNOLOGIES, L.L.C., DBA TENFOUR,

ALLIANTWARE, L.L.C.,

RED FORGE, LLC,

AND

ACUATIVE CORPORATION

DATED AS OF DECEMBER 20, 2021

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EXHIBITS

Exhibit A	Deposit Escrow Agreement
Exhibit B	Bidding Procedures

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”) is made and entered into as of December 20, 2021, by and among Alliant Technologies, L.L.C., a New Jersey limited liability company, Alliantware, L.L.C., a New Jersey limited liability company, Red Forge, LLC, a New Jersey limited liability company (each a “Seller” and collectively, “Sellers”), and Acuative Corporation, a New Jersey corporation, or its assignee pursuant to Section 10.4 herein (the “Buyer”). Each Seller and Buyer may be referred to herein as a “Party” and together as the “Parties.” Unless otherwise defined herein, capitalized terms used herein are defined in Section 1.1 of this Agreement.

RECITALS

WHEREAS, Seller is currently engaged in the Business;

WHEREAS, Seller and Buyer entered into a Letter of Intent dated October 29, 2021 (the “LOI”), setting forth the principal terms and conditions of Buyer’s proposed acquisition of substantially all of the assets and businesses of Seller as a going concern;

WHEREAS, consistent with and subject to the terms and conditions of the LOI and this Agreement, Sellers intends to file voluntary petitions commencing cases (collectively, including as may be jointly administered, the “Bankruptcy Cases”) pursuant to Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”), and in concert with such filings, seek the entry of orders by the United States Bankruptcy Court for the District of New Jersey (the “Bankruptcy Court”) approving this Agreement and authorizing Sellers to consummate the transactions contemplated herein and hereby and by the other Transaction Documents (as defined herein);

WHEREAS, Buyer desires to purchase from Sellers, and Sellers desires to sell to Buyer substantially all of Sellers’ respective assets, and Buyer desires to assume from Sellers certain Contracts and their related liabilities, in each case pursuant to the terms and subject to the conditions set forth herein, and further subject to the Sale Order in the Bankruptcy Cases (collectively, the “Sale Transaction”);

WHEREAS, prior and subsequent to the Parties’ execution of the LOI and prior to the Parties’ execution of this Agreement, Buyer has expended substantial time and energy, and incurred substantial costs, in connection with its due diligence review of the Acquired Assets and the Business and this Agreement;

WHEREAS, the applicable governing bodies of Sellers have determined, in the exercise of their business judgments, that it is advisable and in the best interests of each Sellers’ stakeholders to consummate the transactions provided for herein pursuant to the Bidding Procedures Order and the Sale Order, and have each further approved this Agreement; and

WHEREAS, the Sale Transaction contemplated by the terms of this Agreement is subject to approval by the Bankruptcy Court and will be consummated only pursuant to the Sale Order to be entered in the Bankruptcy Cases.

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

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions. A defined term has its defined meaning throughout this Agreement and in each Exhibit and Schedule to this Agreement, regardless of whether it appears before or after the place where it is defined. As used in this Agreement, the following terms have the meanings specified below:

“Accounts Receivable” means any and all accounts, accounts receivable, notes receivable and other amounts receivable owed, or that may become owed, to one or more Sellers that relate to pre-Closing periods delivered and recognized under GAAP, including with respect to products sold or services performed by one or more Sellers prior to the Closing Date that are invoiced to one or more Sellers’ customers after the Closing Date by Buyer as provided in Section 7.17.

“Acquired Assets” has the meaning given to such term in Section 2.1 of this Agreement.

“Action” means any claim, as defined in the Bankruptcy Code, action, complaint, suit, litigation, arbitration, appeal, petition, inquiry, hearing, Legal Proceeding, investigation or other legal dispute, whether civil, criminal, administrative or otherwise, at law or in equity, by or before any Governmental Authority.

“Additional Assumed Contract” has the meaning given to such term in Section 2.5(a)(ii).

“Additional Designation Notice” has the meaning given to such term in Section 2.5(b)(ii).

“Additional Rejected Contract” has the meaning given to such term in Section 2.5(a)(ii).

“Affiliate” means, with respect to any specified Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such specified Person. For purposes of this definition, “control” (and any similar term) means the power of one or more Persons to direct, or cause the direction of, the affairs of another Person by reason of ownership of voting stock or by contract or otherwise.

“Allocation” has the meaning given to such term in Section 2.6.

“Assumed Contracts” has the meaning given to such term in Section 2.1(c).

“Assumed Liabilities” has the meaning given to such term in Section 2.3.

“Assumption Agreement” means one or more Assumption and Assignment Agreements, in a form reasonably acceptable to Buyer, and to be executed and delivered by Buyer and Seller at the Closing.

“Auction” has the meaning given to such term in Section 7.10.

“Bidding Procedures” means the bidding procedures with respect to the sale of the Acquired Assets, in the form attached as Exhibit B, or otherwise in form and substance reasonably acceptable to Sellers and Buyer.

“Bidding Procedures Motion” means Sellers’ motion (including all schedules, annexes, exhibits, appendices and supplements thereto), in form and substance reasonably acceptable to Sellers and Buyer, seeking entry of the Bidding Procedures Order.

“Bidding Procedures Order” means the order of the Bankruptcy Court, in a form reasonably acceptable to Sellers and Buyer in all respects, approving, among other matters, (i) implementation in all material respects of the Bidding Procedures, including Sellers’ designation of Buyer as the stalking horse bidder in connection with the Sale Motion and the Auction, and (ii) payment of the Termination Payment in accordance in all material respects with Section 7.9, Section 7.10, and Section 7.11.

“Bill of Sale” means one or more Bill of Sale and Assignment Agreements, in a form reasonably acceptable to Buyer, and to be executed and delivered by Sellers to Buyer at the Closing.

“Business” means Sellers’ business of providing comprehensive, turnkey subscription-based networking and communications services, including leasing of related hardware infrastructure, worldwide.

“Business Day” means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by Law to be closed in Newark, New Jersey.

“Buyer Shared Cure Amounts” means 50% of the Shared Cure Amounts, which are payable by Buyer, and which for the avoidance of doubt shall not exceed \$300,000.

“Cash” means cash and cash equivalents and restricted cash of Sellers, including all undeposited checks, cash in transit and marketable securities, as determined in accordance with GAAP.

“Cash Collateral” has the meaning given to such term in any Order of the Bankruptcy Court authorizing the use of cash collateral.

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

“Closing” has the meaning given to such term in Section 4.1.

“Closing Date” has the meaning given to such term in Section 4.1.

“Closing Date Payment” has the meaning given to such term in Section 3.3.

“COBRA” means the federal Consolidated Omnibus Budget Reconciliation Act of 1985, and similar state, local and foreign laws related to group health plan continuation coverage for an individual who might otherwise lose coverage under a group health plan.

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

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

“Contract” means any lease, contract, deed, mortgage, license or other legally enforceable agreement or instrument, written or oral.

“Contracts Schedule” has the meaning given to such term in Section 2.5(a)(i).

“Cure Amounts” means all amounts, costs and expenses required by the Bankruptcy Court to cure all defaults and other amounts outstanding under the Assumed Contracts and Additional Assumed Contracts to the extent required so that they may be assumed by the applicable Seller and assigned to Buyer pursuant to Bankruptcy Code Sections 365(b)(1) and 365(f)(2) and the Sale Order.

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

“Customer Capital Leases” means the equipment capital leases to which any Seller is a party and that relate to Customer Contracts, except for any Contracts of any Seller with Rexel USA, Inc. (collectively, “**Rexel Contracts**”).

“Customer Contract” means any executory Contract between any Seller and any customer of any Seller, but excluding one or more Sellers’ Contracts with Campbell Soup, Navigators, and any Contracts included in the category “Other” quantified at \$11,736 in Sellers’ Deferred Revenue schedule provided to Buyer.

“Deposit Amount” means Buyer’s deposit delivered by or on behalf of Buyer to the Deposit Escrow Agent under the terms and subject to the conditions of this Agreement in the cash amount of \$325,000.00.

“Deposit Escrow Agent” means U.S. Bank National Association, the costs of which shall be borne by Sellers.

“Deposit Escrow Agreement” means the escrow agreement in the form attached hereto as Exhibit A.

“Designation Period” has the meaning given to such term in Section 2.5(b)(i).

“Documentary Materials” has the meaning given to such term in Section 2.1(g).

“Encumbrances” means any mortgage, deed of trust, pledge, assignment, security interest, encumbrance, lien, mechanics lien, charge, hypothecation, deemed trust, Action, easement, charge or otherwise, or claim of any kind or nature whatsoever in respect of any property, other than any license of Intellectual Property, including any of the foregoing created by, arising under, or evidenced by any conditional sale or other title retention agreement, the interest of a lessor under a capital lease, any financing lease having substantially the same economic effect as any of the foregoing, or the filing of a financing statement naming the owner of the property as to which such lien relates as the debtor under the Uniform Commercial Code or any comparable Law in any other jurisdiction.

“Environmental Laws” means all Laws, including federal, state, local, foreign and international Laws, relating in any way to pollution, the environment (including ambient air, surface water, groundwater, land surface or subsurface strata), preservation or reclamation of natural resources, the climate, the presence, management or release of or exposure to hazardous materials, or to human health and safety in respect of the foregoing, or the protection of endangered or threatened species.

“Environmental Liabilities” means all liabilities, obligations, responsibilities, remedial actions, losses, damages, punitive damages, consequential damages, treble damages, costs and expenses (including any amounts paid in settlement, all reasonable fees, disbursements and expenses of counsel, experts and consultants and costs of investigation and feasibility studies), fines, penalties, sanctions and interest incurred as a result of any claim or demand by any other Person or in response to any violation of Environmental Law, whether known or unknown, accrued or contingent, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute, to the extent based upon, related to, or arising under or pursuant to any Environmental Law, environmental permit, Order or agreement with any Governmental Authority or other Person, which relates to any environmental, health or safety condition, violation of Environmental Law or a release or threatened release of hazardous materials.

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

“ERISA Affiliate” means any Person that, together with any Seller or any of their Subsidiaries, would be treated as a single employer under Section 414 of the Code or Section 4001 of ERISA.

“Excluded Assets” has the meaning given to such term in Section 2.2.

“Excluded Claims” has the meaning given to such term in Section 2.2(h).

“Excluded Employee” has the meaning given to such term in Section 7.7(b).

“Excluded Insurance Policies” means all property and/or liability, director and officer, fiduciary, employment practices and similar and other insurance policies maintained by or on behalf of any Seller; all insurance policies to the extent sponsored, maintained by, contributed to or required to be contributed to as a Seller Benefit Plan by any Seller or any of their ERISA Affiliates; and any other insurance policies of any Seller that are not designated by Buyer as Assumed Contracts pursuant to Section 2.5 of this Agreement.

“Excluded Liabilities” has the meaning given to such term in Section 2.4 of this Agreement.

“Final Order” means an order or judgment of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the clerk of the Bankruptcy Court (or such other court) on the docket in the Bankruptcy Cases (or the docket of such other court), which has not been modified, amended, reversed, vacated or stayed and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, stay, reargument or rehearing shall then be pending or (b) if an appeal, writ of certiorari, new trial, stay, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, stay, reargument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Bankruptcy Rules; provided, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such order, shall not cause an order not to be a Final Order.

“Former Employees” means all individuals who have been employed by any Seller (or any of their predecessors) who are not Current Employees.

“GAAP” means generally accepted accounting principles currently in effect and consistently applied in the United States.

“Governmental Authority” means any federal, municipal, state, provincial, local or foreign governmental, administrative or regulatory authority, department, agency, commission or body (including any court or similar tribunal).

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

“Indebtedness” of any Person means liabilities or obligations of such Person, whether contingent or otherwise (including penalties, interest and premiums), including any of the following, (i) the principal of and premium (if any) in respect of (A) indebtedness of such Person for money borrowed or with respect to advances of any kind (including penalties, interest and premiums) and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable, (ii) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable for goods and services and other accrued current liabilities arising in the ordinary course of business), (iii) all obligations of such Person under leases required to be capitalized in accordance with GAAP, (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker’s acceptance or similar credit

transaction, (v) the liquidation value of all redeemable preferred stock of such Person, (vi) all obligations of the type referred to in clauses (i) through (v) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations, (vii) loans under the PPP, and (viii) all obligations of the type referred to in clauses (i) through (vi) of other Persons secured by any lien on any property or asset of such Person (whether or not such obligation is assumed by such Person).

“Intellectual Property” means 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 in the world, including: (i) rights associated with works of authorship, including exclusive exploitation rights, mask work rights, all copyrighted and copyrightable works, copyrights, database and design rights, whether or not registered or published, all registrations and recordations thereof and applications in connection therewith, along with all extensions and renewals thereof, (ii) trademark rights, trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, corporate names, trade styles, logos and other source or business identifiers and general intangibles of a like nature, along with applications, registrations, renewals and extensions thereof, (iii) trade secrets, (iv) patents, patent rights and applications therefore, including all continuations, divisionals, and continuations-in-part thereof and patents issuing thereon, along with all reissues, reexaminations and extensions thereof, (v) all internet domain names, and all rights therein throughout the world, and accounts with Twitter, Facebook, Snapchat and other social media companies and the content found thereon and related thereto, and (vi) all other intellectual property rights arising from or relating to Technology.

“Inventory” means all inventory (including raw materials, products in-process and finished products) owned by each Seller, whether in transit to or from any Seller and whether in the possession or under the control of any Seller or any third party bailees.

“IP Assignment Agreement” means one or more Intellectual Property Assignment Agreements, in a form reasonably acceptable to Buyer, and to be executed and delivered by Sellers to Buyer at the Closing.

“Knowledge” means, with respect to Seller, as to a particular matter, the actual knowledge, after due inquiry, of Mark Cantaluppi solely in his capacity as Chief Executive Officer of Sellers, and Mike Funk solely in his capacity as Chief Administrative Officer of Sellers.

“Law” means any federal, state, provincial, local, municipal, foreign or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, requirement, determination, decision or opinion of any Governmental Authority.

“Legal Proceeding” means any judicial, administrative or arbitral actions, suits or legal proceedings (public or private) by or before a Governmental Authority.

“Liability” means any debt, obligation or liability of any nature, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due.

“Material Adverse Effect” means any state of facts, change, development, event, effect, condition, occurrence, action or omission that, individually or in the aggregate, is or, with the passage of time, could reasonably be expected to result in a material adverse effect on the business, prospects, assets, properties, financial condition, results of operations or prospects of Sellers, taken as a whole, the value of the Acquired Assets, taken as a whole, or the ability of Sellers to consummate the transactions contemplated hereby; *provided, however*, that none of the following shall be deemed to constitute, and none of the following (or the effects thereof) shall constitute, or shall be taken into account in determining whether there has been, a Material Adverse Effect: (a) changes or proposed changes in Laws or interpretations thereof, decisions by courts or any Governmental Authority, or GAAP; (b) the Sale Transaction or the Bankruptcy Cases; (c) actions or omissions of Sellers taken with the consent of Buyer pursuant to this Agreement; (d) actions or omissions of Sellers in contemplation of the transactions contemplated by this Agreement or as expressly permitted by this Agreement or the documents entered into pursuant hereto; (e) actions or omissions of Buyer and its Affiliates; (f) general economic conditions, including changes in the credit, debt, financial, capital or reinsurance markets (including changes in interest or exchange rates, prices of any security or market index or any disruption of such markets), in each case, in the United States or anywhere else in the world; (g) events or conditions generally affecting the industries in which Sellers operate; (h) global, national or regional political conditions, including national or international hostilities, acts of terror or acts of war, sabotage or terrorism or military actions or any escalation or worsening of any hostilities, acts of war, sabotage or terrorism or military actions; (i) pandemics (including COVID-19), earthquakes, hurricanes, tornados or other natural disasters; (j) the announcement or pendency of this Agreement or the transactions contemplated hereby or the identity of Buyer in connection with the transactions contemplated hereby; (k) any matter set forth in the Sellers Disclosure Schedule; (l) any failure to meet any projections, forecasts, guidance, estimates, milestones, budgets or financial or operating predictions of revenue, earnings, cash flow or cash position; or (m) any loss of customers or suppliers, unless at least one of Sellers’ largest two customers as of the date of this Agreement terminates all Contracts it has with Sellers (provided, that (i) the matters described in clauses (a), (f), (g), (h) and (i) shall be included in the term “Material Adverse Effect” to the extent any such matter has a disproportionate, materially adverse impact on the business, assets, financial condition or results of operations of Sellers, taken as a whole, and (ii) clauses (l) and (m) will not prevent a determination that any change or effect underlying any such change or failure, as applicable, has resulted in a Material Adverse Effect, to the extent such change or effect is not otherwise excluded from this definition of Material Adverse Effect).

“Material Contract” has the meaning given to such term in Section 5.12(a).

“Merchandise” means Inventory that is salable in the ordinary course of business.

“Motions” has the meaning given to such term in Section 7.9(a).

“Necessary Consent” has the meaning given to such term in Section 2.7.

“Non-Real Property Contracts” means the Contracts to which any Seller is a party other than the Real Property Leases.

“Omitted Contract Order” has the meaning given to such term in Section 2.5(b)(i).

“Open Source Materials” means all Software which is distributed under (a) a license approved by the Open Source Initiative on the date hereof or (b) any “copyleft” or other licensing or distribution model, which requires, as a condition of use, modification, and/or distribution of such Software that such Software or other Software incorporated into, derived from, or distributed with such Software (i) be disclosed or distributed in source code form, (ii) be licensed for the purpose of making derivative works or (iii) be redistributed at no or minimal charge.

“Order” means any order, writ, judgment, injunction, decree, rule, ruling, directive, determination or award made, issued or entered by or with any Governmental Authority, whether preliminary, interlocutory or final, including any Order entered by the Bankruptcy Court in the Bankruptcy Cases (including the Bidding procedures Order and the Sale Order).

“Outside Date” has the meaning given to such term in Section 9.1(h).

“PBGC” has the meaning given to such term in Section 5.11(b).

“Permits” means all franchises, permits, certificates, clearances, approvals, exceptions, variances and authorizations of or with any Governmental Authority held, used by, or made by any Seller in connection with the ownership, operation and/or management of the Acquired Assets, and all pending applications therefor.

“Person” means any individual, corporation, partnership, limited partnership, limited liability company, syndicate, group, trust, association or other organization or entity or Governmental Authority. References to any Person include such Person’s successors and permitted assigns.

“Petitions” means the voluntary petitions under Chapter 11 of the Bankruptcy Code that may be filed by each Seller with the Bankruptcy Court.

“Petition Date” means the date on which Sellers file their Petitions.

“Post Closing Accounts Receivable” means any and all accounts, accounts receivable, notes receivable and other amounts receivable owed, or that may become owed, to Buyer that relate to post-Closing periods delivered and recognized under GAAP, and which do not include any of the Accounts Receivable.

“PPP” means the “Paycheck Protection Program” under Section 7(a) of the Small Business Act (15 U.S.C. 636(a)), as amended by Sections 1102 and 1106 of the CARES Act, any current or future regulations or official interpretations thereof and any current or future guidance and rules published by the SBA related thereto.

“Previously Omitted Contract” has the meaning given to such term in Section 2.5(b)(i).

“Professional Services” has the meaning given to such term in Section 2.4(b).

“PTO” means the United States Patent and Trademark Office.

“Purchase Price” has the meaning given to such term in Section 3.1.

“Real Property Leases” means all leases, subleases, and other occupancy Contracts with respect to real property to which any Seller is a party, all of which are described on Section 5.12(a) of the Seller Disclosure Schedule, including all tenant improvements to the real property that is the subject thereof.

“Registered IP” means all Seller IP that, as of the date of this Agreement, is registered, filed or issued under the authority of, with or by any Governmental Authority, including all patents, registered copyrights, registered mask works and registered trademarks and all applications for any of the foregoing.

“Rejected Contract” has the meaning given to such term in Section 2.5(a)(ii).

“Representatives” means, with respect to a particular Person, any director, officer, employee or other authorized representative of such Person or its Subsidiaries, including such Person’s attorneys, accountants, financial advisors and restructuring advisors.

“Sale Motion” means one or more motions and notices that may be filed by Sellers and served on creditors and parties in interest, in accordance with the Bidding Procedures Order, other Orders of the Bankruptcy Court, the Federal Rules of Bankruptcy Procedures and Local Rules, which motion(s) would seek authority from the Bankruptcy Court for Sellers to consummate the transactions contemplated by this Agreement, which shall be reasonably acceptable to Sellers and Buyer in all respects.

“Sale Order” means an order of the Bankruptcy Court (including all schedules, annexes, exhibits, appendices and supplements thereto), in form and substance satisfactory to Sellers and Buyer (provided, however, that any changes to the proposed form of order approved by Sellers and Buyer and filed with the Bankruptcy Court that are required by the Bankruptcy Court shall be reasonably acceptable to Sellers and Buyer), to be entered by the Bankruptcy Court pursuant to sections 105, 363 and 365 of the Bankruptcy Code providing for, among other things, (i) the approval of this Agreement and the transactions contemplated hereby, (ii) approval of the sale of the Acquired Assets free and clear, pursuant to section 363(f) of the Bankruptcy Code, of all Encumbrances, (iii) findings that Buyer is a good faith purchaser entitled to the protections of section 363(m) of the Bankruptcy Code, (iv) Sellers’ assumption and assignment of the Assumed Contracts and Additional Assumed Contracts to Buyer pursuant to Section 365(f) of the Bankruptcy Code, and (v) Sellers’ payment of the Sellers First Cure Amounts and Sellers’ Shared Cure Amounts (if any) and Buyer’s payment of the Buyer Shared Cure Amounts (if any), in each case with respect to the Assumed Contracts and Additional Assumed Contracts.

“Seller Benefit Plan” means any employment, consulting, severance, termination, retirement, profit sharing, bonus, incentive or deferred compensation, retention or change in control agreement, equity or equity-based compensation, stock purchase, severance pay, defined benefit pension, defined contribution pension, savings, retirement, individual account-based savings, supplemental executive retirement, sick or other leave, life, health, salary continuation, disability, hospitalization, accident, medical, insurance, vacation, paid time off, long term care, or other employee compensation or benefit plan, program, arrangement, policy, agreement, fund or commitment (including any “employee benefit plan” as defined in Section 3(3) of ERISA), sponsored, entered into, maintained by, contributed to or required to be contributed to by one or

more Sellers, any Subsidiary of any Seller or any of its or their ERISA Affiliates, or with respect to which one or more Sellers, any Subsidiary of any Seller or any of its or their ERISA Affiliates has or may in the future have any liability (contingent or otherwise).

“Seller Disclosure Schedule” means the disclosure schedules delivered by Sellers to Buyer concurrently with the execution and delivery of this Agreement and annexed hereto as Schedules.

“Seller Financial Statements” has the meaning given to such term in Section 5.9.

“Sellers First Cure Amounts” means the first \$100,000 in Cure Amounts payable in respect of the Assumed Contracts and Additional Assumed Contracts.

“Seller IP” means all rights, title and interest in and to the Intellectual Property and the Technology owned by or licensed to one or more Sellers in connection with the ownership, operation and/or management of the Business and any and all corresponding rights that, now or hereafter, may be secured throughout the world, including as listed on the Schedules annexed hereto.

“Seller Registered IP” has the meaning given to such term in Section 5.13(a).

“Sellers Shared Cure Amounts” means 50% of the Shared Cure Amounts, which are payable by Sellers and shall not exceed \$300,000.

“Shared Cure Amounts” means up to \$600,000 in Cure Amounts payable in respect of all the Assumed Contracts and Additional Assumed Contracts, after payment in full of the Sellers First Cure Amount.

“Software” means proprietary computer software and code, including assemblers, applets, compilers, source code, object code, data (including image and sound data), development tools, design tools and user interfaces, in any form or format, however fixed. Software shall include source code listings and documentation.

“Tax” means all federal, state, provincial, local or foreign taxes (including any income tax, franchise tax, service tax, capital gains tax, capital tax, gross receipts tax, value-added tax, surtax, excise tax, ad valorem tax, transfer tax, stamp tax, sales tax, use tax, property tax, business tax, telecommunications tax, profits tax, inventory tax, capital stock tax, license tax, withholding tax, payroll tax, employment tax, social security tax, unemployment tax, employer health tax, severance tax or occupation tax), escheat and abandoned property tax, levies, assessments, tariffs, duties (including any customs duties), deficiencies or fees (including any fine, addition, penalty or interest), imposed, assessed or collected by or under the authority of any taxing authority, including any liability for the foregoing as a transferee or successor under applicable Law.

“Tax Return” means any return, report, information return or other document (including any related or supporting information) supplied or required to be supplied to any taxing authority with respect to a Tax or Taxes.

“Technology” means, collectively, all algorithms, APIs, designs, net lists, data, databases, data collections, diagrams, inventions (whether or not patentable), know-how, methods, processes,

proprietary information, protocols, schematics, specifications, tools, systems, servers, hardware, computers, point of sale equipment, inventory management equipment, Software, software code (in any form, including source code and executable or object code), subroutines, techniques, user interfaces, URLs, networks and systems, web sites, works of authorship and other similar materials, including all documentation related to any of the foregoing, including, without limitation, instruction manuals, laboratory notebooks, prototypes, samples, studies and summaries, whether or not embodied in any tangible form and whether or not specifically listed herein, and all related technology, that are used in, incorporated in, embodied in, displayed by or relate to, or are used in connection with the foregoing and rights therein throughout the world.

“Termination Payment” means all reasonable third-party fees and/or expenses incurred by Buyer in connection with the LOI, this Agreement, and the transactions contemplated by this Agreement, including in connection with any Auction, as reasonably documented by Buyer to Sellers, up to the maximum aggregate amount of \$130,000.00.

“Termination Payment Date” has the meaning given to such term in Section 7.11(a) of this Agreement.

“Third-Party” has the meaning given to such term in Section 7.11(a).

“Third Party Intellectual Property Rights” means all Intellectual Property not owned by any Seller, including Technology in the public domain and (to the extent not owned by any Seller) any Open Source Materials or any modification or Software derived from, based upon, containing or functionally integrated in whole or in part with any Open Source Materials.

“Third-Party Sale” has the meaning given to such term in Section 7.11(a).

“Transaction Documents” means this Agreement (including the Seller Disclosure Schedule delivered herewith), the Assumption Agreement, the Bill of Sale and Assignment Agreement, the IP Assignment Agreement and any other Contract to be entered into by the Parties in connection with the Closing.

“Transfer Taxes” has the meaning given to such term in Section 7.8(a).

“Transferred Employee” has the meaning given to such term in Section 7.7(a).

“WARN Act” means the federal Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101, *et seq.* (1988) and any similar Laws, including Laws of any state, country or other locality that is applicable to a termination of employees.

Section 1.2 Construction. The terms “hereby,” “hereto,” “hereunder” and any similar terms as used in this Agreement refer to this Agreement in its entirety and not only to the particular portion of this Agreement where the term is used. The terms “including,” “includes” or similar terms when used herein shall mean “including, without limitation.” The meaning of defined terms shall be equally applicable to the singular and plural forms of the defined terms, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. Any reference to any federal, state, provincial, local or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context

requires otherwise. Unless otherwise indicated, references to (a) Articles, Sections, Schedules and Exhibits refer to Articles, Sections, Schedules and Exhibits of and to this Agreement and (b) references to \$ (dollars) are to United States Dollars. If any action under this Agreement is required to be done or taken on or to have been performed by a day that is not a Business Day, then such action shall be required to be done or taken or performed by not on such day but on the first succeeding Business Day thereafter.

ARTICLE 2 PURCHASE AND SALE

Section 2.1 Purchase and Sale of Assets. Upon the terms and subject to satisfaction of the conditions contained in this Agreement, at the Closing, Sellers shall sell, assign, convey, transfer and deliver to Buyer, and Buyer shall, by Buyer's payment of the Purchase Price, purchase and acquire from Sellers, all of Sellers' respective right, title and interest, free and clear of all Encumbrances, in and to all of the properties, rights, interests and other tangible and intangible assets of Sellers (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP), including any assets acquired by Sellers after the date hereof but prior to the Closing (collectively, the "**Acquired Assets**"); provided, however, that the Acquired Assets shall not include any Excluded Assets. Without limiting the generality of the foregoing, the Acquired Assets shall include the following (except to the extent expressly listed or otherwise included as an Excluded Asset):

(a) all Inventory, Merchandise, supplies and materials of any Seller as of the Closing, including all rights of any Seller to receive such Inventory, Merchandise, supplies and materials which are on order as of the Closing;

(b) without duplication of the above, and subject to the allocation and reimbursement provisions for pre-paid items set forth in Section 7.16 herein, all royalties, advances, prepaid and deferred assets (including prepaid Taxes but excluding prepaid income Taxes, any amounts attributable to employee retention credits with respect to wages paid by any Seller on or prior to the Closing Date under the Coronavirus Aid, Relief and Economic Security (CARES) Act enacted in April 2020 (the "**Employee Retention Credits**"), or Taxes that any Seller is responsible for hereunder), security and other deposits, prepayments and other current assets of Sellers as of the Closing relating to the Acquired Assets (but excluding all interests in the Excluded Insurance Policies and all of the foregoing relating to the Excluded Assets, including Contracts that are not Assumed Contracts), including but not limited to (i) prepaid expenses and deposits attributable to any open purchase orders and Inventory, (ii) subject to Section 2.2(k), prepaid charges and deposits in respect of telephone, electricity, water and sewer and other utilities provided to the real property leased under an Assumed Contract, and (iii) prepaid common area maintenance expenses relating to the real property leased under an Assumed Contract, to the extent in respect of periods on or after the Closing Date;

(c) the Assumed Contracts and the Additional Assumed Contracts to be assumed by Seller and assigned to Buyer pursuant to the Sale Order and Section 2.5 of this Agreement (collectively, the "**Assumed Contracts**");

(d) all Seller IP;

(e) the customer purchase orders entered into in the ordinary course of business consistent with past practice with customers that are open as of the Closing Date for sale of goods and/or services in connection with the ownership, operation and/or management of the Business, but excluding one or more Sellers' customer purchase orders with Campbell Soup, Navigators, and any such purchase orders included in the category "Other" quantified at \$11,736 in Sellers' Deferred Revenue schedule provided to Buyer (the "**Assumed Purchase Orders**");

(f) all items of machinery, equipment, supplies, furniture, fixtures, leasehold improvements (to the extent of any Seller's rights to any leasehold improvements under the Rejected Real Property Leases and subject to any corresponding liabilities thereunder, if any) and other tangible personal property and fixed assets owned by any Seller as of the Closing, it being understood and agreed that any such personal property or assets that are subject to a capital lease shall not be an Acquired Asset unless the corresponding capital lease is an Assumed Contract;

(g) all books, records, information, files, data and plans (whether written, electronic or in any other medium), advertising and promotional materials and similar items of Sellers as of the Closing, including customer and supplier lists, mailing lists, sales and promotional literature, other sales-related materials related to the Acquired Assets, and, to the extent not prohibited under applicable Law, all files and data related to the Transferred Employees (collectively, the "**Documentary Materials**");

(h) all claims (including claims for past infringement or misappropriation of Seller IP) and causes of action (other than, in each case, to the extent related solely to the Excluded Assets) of Sellers as of the Closing, excluding all claims and causes of action that any Seller may have under Chapter 5 of the Bankruptcy Code;

(i) all goodwill associated with the Business or the Acquired Assets, including all goodwill associated with Seller IP and all rights under any confidentiality agreements executed by any third party for the benefit of any Seller to the extent relating to the Acquired Assets;

(j) all rights of any Seller under non-disclosure or confidentiality, non-compete, or non-solicitation agreements with Current Employees, Former Employees, Excluded Employees, Transferred Employees or current or former directors, consultants and/or agents of any one or more Sellers or any of their Affiliates or with third parties to the extent primarily relating to the Acquired Assets;

(k) all of the Permits related to the Acquired Assets, to the extent such Permits may be assigned to Buyer;

(l) any rights, demands, claims, credits, allowances, rebates (including any vendor or supplier rebates), and rights of setoff (other than against Sellers) arising out of or relating to any of the Acquired Assets as of the Closing;

(m) all telephone and facsimile numbers, and web sites, web domain names and addresses; and

(n) all other assets to which any Seller has any right, title or interest that are related to, used in connection with or are necessary for the ownership, operation and/or management of the Acquired Assets and the Business and that are not Excluded Assets.

(o) Notwithstanding anything herein, including in any Schedule that lists Acquired Assets, Excluded Assets, Assumed Liabilities or Excluded Liabilities, to the contrary, Buyer shall have the right, in its sole discretion, to reject any of the Acquired Assets by providing written notice to Sellers of its election to reject any such assets until the date that is two (2) Business Days prior to the Closing Date, in which event such assets shall be deemed Excluded Assets for purposes of this Agreement.

Section 2.2 Excluded Assets. Notwithstanding any provision herein to the contrary, the Acquired Assets shall not include the following (collectively, the “**Excluded Assets**”):

(a) all Excluded Insurance Policies and all interests therein and all deposits, prepayments, advances and security relating solely thereto, and all rights, benefits and liabilities of any Seller of any nature with respect solely thereto;

(b) all intercompany obligations and other amounts receivable of any Seller owed to it (or them) by any Affiliate;

(c) any confidential records, documents or other information relating to Excluded Employees, and any materials containing information about any Excluded Employee or Transferred Employee, to the extent disclosure of which to Buyer would violate applicable Law;

(d) Sellers’ respective (i) minute books and other corporate books and records relating to its organization and existence, including Sellers’ respective membership and/or stock records and corporate seal, and Sellers’ books and records relating to Taxes of Sellers, including Tax Returns filed by or with respect to Sellers, (ii) records which Sellers are required to retain by applicable Law and (iii) books, records, information, files, data and plans (whether written, electronic or in any other medium), advertising and promotional materials and similar items relating to any Excluded Assets or Excluded Liabilities; *provided, however*, that Buyer shall have the right to make copies of any portions of such books and records related to the Acquired Assets;

(e) any Contracts of any Seller, other than the Assumed Contracts and Additional Assumed Contracts, together with all prepaid assets to the extent relating to Contracts other than the Assumed Contracts and Additional Assumed Contracts;

(f) any prepaid income Tax, Tax receivable, amounts attributable to any Employee Retention Credits, Tax refund or Tax rebate of Sellers with respect to any period ending on or prior to the Closing;

(g) any Seller Benefit Plan or any right, title or interest in any assets of and/or liabilities relating thereto;

(h) all rights, claims and causes of action, including rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery, including rights to insurance proceeds, of any Seller (regardless of whether such rights

are currently exercisable), related to the Excluded Assets or Excluded Liabilities, including, but not limited to, all Actions that any Seller may have under Chapter 5 of the Bankruptcy Code (collectively, the “**Excluded Claims**”);

(i) all prepaid charges and deposits in respect of telephone, electricity, water and sewer and other utilities that are required to be funded by Sellers pursuant to Sellers’ motion filed in the Bankruptcy Case pursuant to Section 366 of the Bankruptcy Code;

(j) all Accounts Receivable;

(k) employee advances;

(l) all Cash, all bank and deposit accounts and all Cash and other property in any such account(s) as of the Closing Date;

(m) all Real Property Leases; and

(n) Any Seller’s respective rights, Actions and/or obligations under and in connection with the Rexel Contracts.

Section 2.3 **Assumed Liabilities**. At the Closing, Buyer shall execute and deliver to Seller the Assumption Agreement pursuant to which Buyer shall assume and agree to pay, perform and discharge when due the Assumed Liabilities. For purposes of this Agreement, “**Assumed Liabilities**” means only the following Liabilities:

(a) the Liabilities arising under the Assumed Contracts and Customer Capital Leases that constitute Assumed Contracts, which shall not include any Liability for any Cure Amounts (other than the Buyer Shared Cure Amounts), or for any tax Liabilities under such Assumed Contracts and such Customer Capital Leases, or for any breach thereunder, in each such case occurring prior to the date assumed and assigned to Buyer pursuant to Section 2.5 and the Sale Order;

(b) the Liabilities arising under the Assumed Purchase Orders;

(c) all Taxes to the extent expressly payable by Buyer pursuant to Section 7.8(b) or otherwise attributable to the Acquired Assets or the Business for a taxable period (or portion thereof) beginning after the Closing Date;

(d) subject to the terms of Section 2.4(c), Section 2.4(d) and Section 7.7 herein, the Liabilities with respect to Transferred Employees arising after the Closing Date, except for any Liabilities with respect to and/or claims of any Transferred Employee arising out of or related to their employment by any Seller, any conduct of any Seller and/or any Seller’s operation of the Business; and

(e) the Buyer Shared Cure Amounts.

Section 2.4 **Excluded Liabilities**. Notwithstanding anything to the contrary in this Agreement, 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 the Closing Date or arising thereafter as a result of any act, omission or circumstances taking place prior to the Closing, other than the Assumed Liabilities (all such Liabilities that Buyer is not expressly assuming under Section 2.3 being referred to collectively as the “Excluded Liabilities”). Without limiting the foregoing, Buyer shall not be obligated to assume, does not assume, and hereby disclaims all the Excluded Liabilities, including the following Liabilities of any Seller or of any predecessor of any Seller, whether incurred or accrued before or after the Petition Date or the Closing:

(a) all Taxes of Sellers, including (i) Taxes imposed on Sellers for any period and/or in connection with the sale of the Acquired Assets, (ii) all taxes imposed on Sellers under Treasury Regulations Section 1.1502-6 and similar provisions of state, local or foreign Tax Law, including all sales Taxes collected by any Seller in connection with the pre-Closing operation of the Business and (iii) all Taxes arising out of or related to the Business or to the Acquired Assets for all periods ending prior to the Closing;

(b) all Liabilities of Sellers incurred in connection with or related to the Bankruptcy Cases and/or their administration, including any Seller’s Liabilities relating to the purchase of goods or services before (for the avoidance of doubt, including as may arise under Section 503(b)(9) of the Bankruptcy Code) or after the Petition Date (except for Liabilities under Assumed Purchase Orders) or Liabilities relating to legal services, accounting services, financial advisory services, investment banking services or any other professional services (“**Professional Services**”) performed in connection with the Bankruptcy Cases, this Agreement and/or any of the transactions contemplated, hereby, and any pre-Petition Date or post-Petition Date Claims or other Liabilities, including for such Professional Services;

(c) all Liabilities or claims arising out of, relating to or with respect to (i) the employment or performance of services for, or termination of employment or services for, or potential employment or engagement for the performance of services for, any Seller (or any predecessor) of any individual Person (including the Transferred Employees) or any Person acting as a professional employer organization, employee leasing company or providing similar services on or prior to the Closing, including Liabilities or claims for or relating to any non-compliance of any Seller or the Business with any Laws relating to wages, hours, pay equity, employment equity, conditions of employment, employment standards, human rights, employee privacy, collective bargaining, discrimination, civil rights, safety and health, workers’ compensation, the collection and payment of withholding Taxes and/or social security Taxes and contributions and any similar Tax or contribution, severance (including statutory severance), separation, or notice pay or benefits (including under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended and Section 4980B of the Code), Liabilities of any Seller pursuant to or arising under the WARN Act, or any form of accrued or contingent compensation (including leave entitlements), or (ii) any Seller Benefit Plan, subject to ERISA or otherwise (including any Liabilities related to any Seller Benefit Plan which is an “employee pension benefit plan” (as defined in Section 3(2) of ERISA) that is subject to Section 302 or Title IV of ERISA or Code Section 412), irrespective of whether such Liabilities are incurred, recognized, paid or made, as applicable, on, before or after Closing;

(d) except as expressly assumed by Buyer under this Agreement, all Liabilities of any Seller with respect to and/or claims of any Current Employees, Excluded Employees,

Former Employees or Transferred Employees with respect to any period, including any Liabilities with respect to and/or claims of any Transferred Employees arising out of such Transferred Employees' employment by any Seller;

(e) all Liabilities of any Seller arising from and/or based on, directly or indirectly, infringement or misappropriation of any Intellectual Property arising out of or related to any conduct of any Seller or of any Seller's operation of the Business;

(f) all Liabilities of Sellers in respect of Indebtedness (except under the Customer Capital Leases that constitute Assumed Contracts);

(g) all Liabilities arising in connection with any violation of any applicable Law or Order relating to the period prior to the Closing by any Seller;

(h) any Claim arising prior to the Closing and not assumed pursuant to the Assumption Agreement, including all accounts payable and other amounts payable of any Seller (except in both cases if related to Assumed Contracts, but excluding the Cure Amounts other than the Buyer Shared Cure Amounts, if any), including any such accounts payable or other amounts owed by any Seller to any Affiliate of any Seller;

(i) all Sellers First Cure Amounts and Sellers Shared Cure Amounts;

(j) any Liabilities arising out of or related to Excluded Insurance Policies;

(k) any Liabilities arising out of or related to any Seller Benefit Plan;

(l) any Liabilities arising out of or related to any Legal Proceeding against any or all Sellers or any predecessor or Affiliate thereof; and

(m) any other Liability of any or all Sellers that is not expressly included among the Assumed Liabilities.

Section 2.5 Assignment and Assumption of Contracts.

(a) Assignment and Assumption at Closing.

(i) Section 2.5 of the Seller Disclosure Schedule sets forth (x) each Contract to which any Seller is a party or by which any Seller is bound, except for the Master Resale Agreement with AT&T (the "**AT&T Contract**") and (y) all Cure Amounts (if any) for each such Contract, which amounts Sellers shall add to such Disclosure Schedule within three (3) Business Days after the date of this Agreement (such schedule is referred to herein as the "**Contracts Schedule**").

(ii) No later than thirty (30) days after the Petition Date, Buyer shall, by delivering a written notice to Sellers, designate each Contract that Buyer intends to assume as "Assumed" and that Buyer does not intend to assume as "Rejected", and which notice may list and designate Contracts as Assumed or Rejected that are not on such Contracts

Schedule, subject to the terms and conditions of this Agreement. Each Contract so designated as "Assumed" is referred to herein as an "**Assumed Contract**"; and each Contract so designated as "Rejected" is referred to herein as a "**Rejected Contract**," it being understood and agreed that (x) the Rexel Contracts and all Real Property Leases shall be Rejected Contracts, and (y) Sellers shall assume and then assign to Buyer and Buyer shall assume all Customer Contracts and related vendor lease Contracts, except for the Rexel Contracts and any vendor lease Contracts related solely to the Rexel Contracts, and except for one or more Sellers' Customer Contracts with Campbell Soup, Navigators, and any Customer Contracts included in the category "Other" quantified at \$11,736 in Sellers' Deferred Revenue schedule provided to Buyer. Notwithstanding the foregoing, Buyer shall have the right (in its sole and absolute discretion) to change any such designation and to notify Sellers in writing of any such change until three (3) days after Closing, in which case such Contract shall become an Assumed Contract (such Contract being an "**Additional Assumed Contract**") or a Rejected Contract (such Contract being an "**Additional Rejected Contract**") as indicated by such changed designation, *provided, however*, that Buyer may not designate any Customer Contract as a Rejected Contract or as an Additional Rejected Contract and, *provided further*, that in no event shall any of the Rexel Contracts or any of the Real Property Leases be an Assumed Contract or an Additional Assumed Contract.

(iii) Sellers shall provide timely and proper written notice of the procedures for the assumption and assignment of Contracts to third parties to all Contracts and take all other actions necessary to cause all Assumed Contracts to be assumed by Sellers and assigned to Buyer, pursuant to Bankruptcy Code Section 365, provided that (x) the only Contracts to be actually assumed and assigned to Buyer at Closing will be the Assumed Contracts and (y) the only Contracts to be actually assumed and assigned to Buyer after Closing will be the Additional Assumed Contracts. Together with Buyer's obligations under Section 2.5(e), Sellers shall, at or prior to Closing, comply with all requirements under Bankruptcy Code Section 365 necessary to assign to Buyer the Assumed Contracts, including approving each Seller's assumption and assignment of the Assumed Contracts to Buyer under the terms of the Sale Order. From and after the Petition Date, Sellers shall not assume or seek to assume, or reject or seek to reject, any Contract except as provided in this Section 2.5 or otherwise with the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed.

(iv) At Closing, (x) Sellers shall, pursuant to the Sale Order and the Assignment and Assumption Agreement(s), assume and assign to Buyer each of the Assumed Contracts and (y) Sellers shall pay promptly all Sellers First Cure Amounts and Sellers Shared Cure Amounts (if any) and Buyer shall promptly pay the Buyer Shared Cure Amounts (if any) in connection with such assumption and assignment (either as determined by the Bankruptcy Court, or as agreed to by Sellers and the third party to the applicable Assumed Contract) and Buyer shall assume and agree to perform and discharge the Assumed Liabilities (if any) under the Assumed Contracts, pursuant to the Sale Order and the Assignment and Assumption Agreement(s).

(b) Previously Omitted Contracts.

(i) During the thirty (30) day period following the Closing Date (the “**Designation Period**”), in the event that it is discovered that a Contract should have been listed on the Contracts Schedule but was not listed on the Contracts Schedule, other than the AT&T Contract not being listed as is provided in Section 2.5(a)(i) (any such Contract, a “**Previously Omitted Contract**”), Sellers shall, immediately following the discovery thereof (x) notify Buyer of such Previously Omitted Contract and all Cure Amounts (if any) for such Previously Omitted Contract, and (y) file a motion with the Bankruptcy Court on notice to the counterparties to such Previously Omitted Contract seeking entry of an order (the “**Omitted Contract Order**”) fixing the Cure Amounts and approving the assumption and assignment of such Previously Omitted Contract in accordance with this Section 2.5, provided that no Previously Omitted Contract shall be assumed and assigned unless such Previously Omitted Contract is designated by Buyer as “Assumed” in accordance with Section 2.5(b)(ii).

(ii) Within fifteen (15) Business Days following the filing of the motion seeking approval of the Omitted Contract Order, Buyer shall deliver written notice to Sellers (such written notice shall be an “**Additional Designation Notice**”), designating such Previously Omitted Contract set forth in such Omitted Contract Order as “Assumed” or “Rejected.” For purposes of the application of this Section 2.5, each Previously Omitted Contract so designated as “Assumed” shall be an Additional Assumed Contract, and each Previously Omitted Contract so designated as “Rejected” shall be an Additional Rejected Contract for purposes of this Section 2.5. Each Previously Omitted Contract shall then be treated in accordance with the provisions of this Section 2.5 with respect to Additional Assumed Contracts and Additional Rejected Contracts.

(c) Assumed Contracts and Additional Assumed Contracts.

(i) Subject to Buyer’s obligations under Section 2.5(b), during the Designation Period (x) Sellers shall not reject or seek to reject (pursuant to Section 365 of the Bankruptcy Code or otherwise) any Previously Omitted Contract and (y) Sellers shall not terminate, amend, supplement or modify, or waive any rights under, any Previously Omitted Contract or take any affirmative action not required by the terms thereof by any Seller, without the prior written consent of Buyer.

(ii) On each date that each Assumed Contract or Additional Assumed Contract (as applicable) is assigned to and assumed by Buyer pursuant to this Section 2.5 (including, without limitation, the approval of the assumption and assignment thereof by the Bankruptcy Court), such Assumed Contract or Additional Assumed Contract (as applicable) shall constitute an “Assigned Contract” and shall be an Assigned Contract for all purposes under this Agreement, provided that no Assumed Contract or Additional Assumed Contract shall be assigned or transferred pursuant to this Agreement unless the Bankruptcy Court has previously approved the assumption and assignment thereof to Buyer.

(d) Inventory. With respect to any Rejected Contract or Additional Rejected Contract that is a Real Property Lease, the Inventory and other Acquired Assets located thereat shall be transferred by Sellers as designated by Buyer, at Buyer's expense (and for the avoidance of doubt, solely as to the expense of removal, transport and/or delivery thereof to Buyer's designated location(s)), or otherwise disposed of or sold as may be determined by Buyer. Sellers shall not take any action with respect to such Inventory or other Acquired Assets without the express written consent of Buyer.

(e) Adequate Assurance. Buyer shall provide adequate assurance as required under the Bankruptcy Code of the future performance by Buyer of each Assumed Contract. Buyer agrees that it shall promptly take all actions reasonably required to assist Sellers in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assumed Contracts, such as furnishing affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making Buyer's Representatives reasonably available to testify before the Bankruptcy Court.

Section 2.6 Tax Allocation. Buyer shall, no later than forty-five (45) days following the Closing, deliver to Sellers an allocation of the Purchase Price (and the Assumed Liabilities, to the extent properly taken into account under the Code) among the Acquired Assets (the "**Allocation**") in accordance with Section 1060 of the Code and the Treasury regulations promulgated thereunder. Sellers shall have thirty (30) days to review the Allocation and provide comments to Buyer. Sellers and Buyer agree to exercise reasonable best efforts to timely resolve any of Sellers' comments that reflect a discrepancy with the Allocation as delivered to Sellers, including, if necessary, utilizing the dispute resolution procedures in Section 3.3(c) (any such resolution of the Allocation, the "**Final Allocation**"), and consistent therewith agree to file all Tax Returns (including the filing of Form 8594 with its United States federal income Tax Return for the taxable year that includes the date of the Closing) consistent with the Final Allocation unless otherwise required by applicable Law.

Section 2.7 Non-Assignment of Acquired Assets. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer and shall not affect the assignment or transfer of any Contract, Permit or Acquired Asset if notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, (a) an attempted assignment thereof, without the approval, authorization or consent of, or granting or issuance of any license or permit by, any party thereto other than Sellers (each such action, a "**Necessary Consent**"), would constitute a breach thereof, after giving effect to any elimination of such approval, authorization or consent requirement by operation of the Sale Order. If, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code and the efforts of Sellers in seeking to obtain a necessary Consent, such consent or approval is required but not obtained with respect to an Assumed Contract or an Additional Assumed Contract (as applicable) or a Permit, neither Sellers nor Buyer shall be in breach of this Agreement, nor shall the Purchase Price be adjusted nor shall the Closing be delayed in respect of the Assumed Contracts or the Permits. In such event, Sellers and Buyer will use their commercially reasonable efforts to obtain the Necessary Consents with respect to any such Acquired Asset or any claim or right or any benefit arising thereunder for the assignment thereof to Buyer as Buyer may reasonably request, *provided, however*, that Sellers shall use their commercially reasonable efforts to request that the Sale Order indicates that to the fullest extent permitted under applicable law, no Necessary Consents will be required from any

party in connection with the transactions contemplated hereby or by any of the other Transaction Documents. If such Necessary Consent is not obtained, or if such Acquired Asset or an attempted assignment thereof would otherwise be ineffective or would adversely affect the rights of Sellers thereunder so that Buyer would not in fact receive all such rights, Sellers and Buyer will, if so requested by Buyer, cooperate in a mutually agreeable and commercially reasonable arrangement under which Buyer would obtain the benefits and assume the obligations (to the extent otherwise constituting Assumed Liabilities hereunder) thereunder in accordance with this Agreement, including subcontracting, sublicensing or subleasing to Buyer.

Section 2.8 Further Conveyances and Assumptions. Sellers shall deliver to Buyer at the Closing such employee and personnel files and records, subject to and consistent with applicable law, as is reasonably necessary for Buyer to transition the Transferred Employees into Buyer's records, as well as all other books, records and files included in the Acquired Assets.

ARTICLE 3 PURCHASE PRICE

Section 3.1 Purchase Price. Subject to the terms and conditions of this Agreement, the purchase price in consideration of the Acquired Assets (collectively, the "**Purchase Price**") shall be:

(a) Cash in an amount equal to \$3,250,000.00 less the Deposit Amount (such net amount, the "**Up-Front Payment**"), plus

(b) Two contingent cash payments calculated at the end of twelve and twenty-four months after the Closing Date (each such twelve-month period, an "**Earnout Period**") based upon a minimum recurring revenue billing threshold of \$18,000,000 of Sellers' customers for Sellers' current like services for each of the Earnout Periods, calculated using the same principles used by Sellers prior to Closing to prepare the Financial Statements. If in the first twelve-month Earnout Period the minimum recurring revenue billing threshold of \$18,000,000 is invoiced, Sellers would be entitled to a cash payment equal to \$500,000 plus five percent (5%) of the amount invoiced above the minimum recurring revenue billing threshold of \$18,000,000, and if in the second twelve-month Earnout Period the minimum recurring revenue billing threshold of \$18,000,000 is invoiced, Sellers would be entitled to a separate cash payment equal to \$500,000 plus eight and three-quarters percent (8.75%) of the amount invoiced above the minimum recurring revenue billing threshold of \$18,000,000 (collectively, the "**Contingent Payments**"). Recurring revenue will include all revenue from Assumed Contracts with such recurring revenue being calculated on a basis consistent with that historically reported under GAAP by Sellers, including the following:

(i) One-time charges for product, design and installation service invoiced monthly to fulfill each Seller's recurring "Network-as-a-Service" ("**NaaS**") business revenue. The total of these charges will be divided by the total monthly term of the recurring NaaS revenue multiplied by the number of months in the Earnout Period and will be added to the recurring revenue calculation in each Earnout Period;

(ii) Recurring NaaS revenue under any expired Assumed Contract that has moved to month-to-month invoicing; and

(iii) Revenue from customers that (A) are under contract at the Closing Date, but invoicing has not yet commenced at the Closing Date, and/or (B) become customers of Buyer after the Closing Date and were identified as qualified prospects, to be agreed upon by the Parties, in Sellers' pipeline at the Closing Date.

Section 3.2 Signing Deposit Amount. Upon the Parties' execution of this Agreement and the Deposit Escrow Agent's execution of the Deposit Escrow Agreement, Buyer shall deposit with the Deposit Escrow Agent the Deposit Amount, which the Deposit Escrow Agent shall hold in accordance with the terms of this Agreement and the Deposit Escrow Agreement.

Section 3.3 Payment of Purchase Price.

(a) Effective at the Closing (i) Buyer shall pay the Up-Front Payment to Sellers (the "**Closing Date Payment**") by wire transfer of immediately available funds to an account designated by Sellers, subject to any Bankruptcy Court Order, and (ii) the Deposit Escrow Agent shall pay the Deposit Amount to Sellers, unless earlier returned to Buyer pursuant to the terms of this Agreement and the Deposit Escrow Agreement.

(b) The Contingent Payment, if any, will be paid within fifteen (15) days following the date the recurring NaaS business revenue is finally determined pursuant to Section 3.4.

Section 3.4 Post-Closing Statements.

(a) Post-Closing Statements. Within fifteen (15) days after each EarnOut Period, Buyer will furnish to Seller a written statement (each a "**Post-Closing Statement**") setting forth Buyer's calculation of the recurring NaaS business revenue and Buyer's calculation of the Contingent Payments for such Earnout Period, together with reasonable supporting documents to allow Sellers to reasonably review Buyer's calculations.

(b) Review Period. Following the receipt of each of Buyer's Post-Closing Statement, Sellers shall, upon prior reasonable request, have reasonable access during normal business hours to the relevant books and records and personnel of Buyer, and/or to Buyer's accountants, and may reasonably request any additional information they deem necessary in their reasonable discretion relevant to their review of each Post-Closing Statement. Sellers shall have fifteen (15) days after receipt of all requested information and meetings to determine if they accept or dispute each Post-Closing Statement and/or Buyer's calculation of the applicable Contingent Payments (the "**Review Period**").

(c) Dispute Resolution by the Parties. If Sellers dispute Buyer's Post-Closing Statements and/or Buyer's calculation of the Contingent Payments, Sellers must, within the Review Period, provide Buyer with an objection notice (an "**Objection Notice**") on or prior to the last day of the Review Period (the "**Objection Notice Deadline**"), specifying in reasonable detail the reasons and basis for such objections. If Sellers do not provide an Objection Notice prior to the Objection Notice Deadline, then Sellers will have been deemed to have accepted the

calculations set forth in the Post-Closing Statement. Upon receipt of the Objection Notice, Buyer and Sellers will attempt in good faith to resolve the differences set forth in the Objection Notice and if so resolved, the Post-Closing Statement shall be modified as necessary to reflect such resolution. If any such differences are not so resolved, the unresolved objections and the disputed portion of their calculations in the Contingent Payments (the “**Unresolved Objections**”) shall be submitted by the Parties to the Bankruptcy Court for final resolution, if the Bankruptcy Cases remain open, and such resolution shall be conclusive and binding on the Parties; *provided, however*, that if the Bankruptcy Court refuses to resolve the matter or the Bankruptcy Cases are no longer open, then the Unresolved Objections shall be submitted by the Parties to an accounting firm that has not performed services for any Party for the prior five (5) years or such other accounting firm or accountant that is mutually acceptable to the Parties (the “**Independent Accountant**”) for resolution as promptly as practicable. Sellers and Buyer shall each pay their own costs and expenses incurred in connection with this Section 3.4(c), and all expenses and fees of the Independent Accountant shall be shared equally by Sellers, on one hand, and Buyer, on the other hand. The Independent Accountant shall calculate the disputed Contingent Payment and deliver a revised, final Post-Closing Statement on the basis of such calculation(s). The decision of the Independent Accountant shall be binding, final and non-appealable, and judgment may be entered thereon by a court having jurisdiction thereof.

ARTICLE 4 THE CLOSING

Section 4.1 Time and Place of the Closing. Upon the terms and subject to the satisfaction of the conditions contained in Article 8 of this Agreement, the closing of the sale of the Acquired Assets and the assumption of the Assumed Liabilities contemplated by this Agreement (the “**Closing**”) shall take place remotely via the exchange of documents and signatures no later than the second (2nd) Business Day following the date on which the conditions set forth in Article 8 have been satisfied or, to the extent permitted, waived by the applicable Party in writing (other than conditions which by their nature are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permitted, waiver of such conditions at or prior to the Closing), or at such other place and time as Buyer and Sellers may mutually agree in writing. The date on which the Closing actually occurs is herein referred to as the “Closing Date” and the Closing shall be deemed to be effective as of 12:01 a.m. (Eastern Time) on the Closing Date.

Section 4.2 Deliveries by Sellers. At or prior to the Closing, Sellers shall deliver the following to Buyer:

- (a) the Bill of Sale, duly executed by Sellers;
- (b) the Assumption Agreement, duly executed by Sellers;
- (c) the IP Assignment Agreement, duly executed by Sellers;
- (d) such other instruments of assignment, assumption, conveyance and transfer of any and all of the Acquired Assets and Assumed Liabilities, duly executed by Sellers, in form and substance reasonably acceptable to Buyer, as shall be necessary or advisable to transfer good and marketable title to the Acquired Assets to Buyer in accordance with this Agreement;

(e) a certificate from each Seller, dated the Closing Date, executed by an authorized officer thereof, as contemplated under and meeting the requirements of sections 1.1445-2(b)(2)(i) and 1.1445-2(b)(2)(iv)(B) of the Treasury Regulations, to the effect that each such Seller is not a foreign person for U.S. federal income Tax purposes;

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

(g) to the extent that any Encumbrances against the Acquired Assets are not released pursuant to the Sale Order, executed termination statements, in form and substance reasonably satisfactory to Buyer, on Form UCC-3 or such other appropriate form that, when filed or recorded, as the case may be, will be sufficient to release any and all such Encumbrances, provided that Buyer may record the Sale Order with the appropriate Governmental Authority wherein any UCC financing statements are recorded against any Seller; and

(h) all other documents, instruments and writings reasonably required by Buyer to be delivered by Sellers at or prior to the Closing Date pursuant to this Agreement or otherwise reasonably required in connection herewith or as, in the opinion of Buyer's counsel, are necessary to transfer to Buyer good, valid and marketable title to the Acquired Assets pursuant to this Agreement, free and clear of all Claims and Encumbrances, *provided, however*, that third party consents required to transfer telecommunications-related licenses from Sellers to Buyer shall not be required at or prior to Closing, and obtaining any or all such third party consents shall not constitute a condition to Closing hereunder.

Section 4.3 Deliveries by Buyer. At or prior to the Closing, Buyer shall deliver the following to Seller:

(a) the Assumption Agreement and the IP Assignment Agreement, duly executed by Buyer;

(b) the Up-Front Payment required pursuant to Section 3.1(a); and

(c) all other documents, instruments and writings reasonably required by Sellers to be delivered by Buyer at or prior to the Closing Date pursuant to this Agreement or the Sale Order.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers represent and warrant to Buyer as follows, as of the date hereof and as of the Closing Date:

Section 5.1 Organization, Standing and Corporate Power. Sellers are limited liability companies duly organized, validly existing and in good standing under the laws of the jurisdiction of their incorporation, formation or organization. Subject to any necessary authority from the Bankruptcy Court, Sellers have the requisite power and authority to conduct the Business as now being conducted. Each Seller is duly qualified or licensed to do business in each jurisdiction in which the nature of its Business or the ownership or leasing of its properties makes such

qualification or licensing necessary, other than in such jurisdictions where the failure to be so qualified or licensed would not reasonably be expected to result in a Material Adverse Effect.

Section 5.2 Affiliates. Except for each Seller being an Affiliate of each other, Sellers have no Affiliates other than ICS Cabling, L.L.C., Alliant-Cay, LLC, TenFour LLC, and Technology Keiretsu, LLC.

Section 5.3 Authority Relative to this Agreement. Subject to the applicable provisions of the Bankruptcy Code and entry of the Sale Order, Sellers have all necessary corporate or similar authority to execute and deliver this Agreement and the other Transaction Documents to which any of them is a party and, upon entry and effectiveness of the Sale Order in accordance with the terms hereof, will have all necessary corporate or similar authority to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the other Transaction Documents to which each Seller is party and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by the board of directors or equivalent governing body of each such Seller, and no other corporate or similar proceeding on the part of each Seller is necessary to authorize this Agreement or the other Transaction Documents to which it is party or to consummate the transactions contemplated hereby or thereby. This Agreement has been duly and validly executed and delivered by Sellers, and, upon their execution and delivery in accordance with the terms of this Agreement, each of the other Transaction Documents to which Sellers are party will have been duly and validly executed and delivered by Sellers, and assuming that this Agreement and the other Transaction Documents to which each Seller is party constitute valid and binding agreements of Buyer to the extent that it is a party thereto, and, subject to the entry and effectiveness of the Sale Order, and the execution and delivery of such other Transaction Documents in accordance with the terms hereof, this Agreement and the other Transaction Documents constitute valid and binding agreements of each Seller, enforceable against each Seller in accordance with their terms.

Section 5.4 No Violation; Consents.

(a) Except as described in Section 5.4(a) of the Seller Disclosure Schedule, except to the extent excused by or rendered unenforceable against Buyer as a result of the Bankruptcy Cases and except for the entry and effectiveness of the Sale Order, neither the execution and delivery of this Agreement nor the sale by Sellers of any Acquired Assets pursuant to this Agreement will (with or without notice or lapse of time) (i) conflict with or result in any breach of any provision of any Seller's Certificate of Incorporation or Bylaws (or similar organizational documents), (ii) conflict with or result in any breach of any Law applicable to Sellers, the Business, or the Acquired Assets, or (iii) violate, conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of, any note, bond, mortgage or indenture, Contract, agreement, lease, sublease, license, Permit, franchise or other instrument or arrangement to which any Seller is a party as of the Closing, or result in the creation of any Encumbrance as of the Closing on any of the assets of Seller, except to the extent that any such rights of termination, amendment, acceleration, suspension, revocation or cancellation as a result of such Encumbrance will not be enforceable against such Acquired Asset or Assumed Liability following the Closing in accordance with the Sale Order.

(b) No Consent of any Governmental Authority is required to be obtained by Sellers in connection with the execution and delivery of this Agreement, or the consummation by Sellers of the transactions contemplated by this Agreement, except for the entry of the Sale Order by the Bankruptcy Court and Consents to the transfer or assignment of Permits that constitute Acquired Assets.

Section 5.5 Legal Proceedings and Orders. Except as described in Section 5.5 of the Seller Disclosure Schedule, other than in connection with the Bankruptcy Cases, there is no Legal Proceeding pending before any Governmental Authority and no Person has threatened to commence any such Legal Proceeding, (a) that relates to any of the Acquired Assets or Assumed Liabilities, (b) that would reasonably be expected to have the effect of preventing, making illegal, delaying, frustrating or conditioning any of the transactions contemplated by this Agreement, or (c) that would reasonably be expected to materially affect the ownership, operation or management of the Acquired Assets and the Business by Buyer from and after the Closing or materially impair Buyer's rights in and to, or use of, the Acquired Assets from and after the Closing. As of the date of this Agreement and except as described in Section 5.5 of the Seller Disclosure Schedule, there is no Order to which any Seller is subject, other than Orders issued by the Bankruptcy Court in the Bankruptcy Cases.

Section 5.6 Compliance with Law. Each Seller (a) is in material compliance with all Laws, Orders and material Permits relating to the Acquired Assets and the conduct of the Business as currently conducted, and (b) has not received any written notice from, and has no Knowledge of any allegation or assertion made by, any Governmental Authority that any violation of any such Law, Order or material Permit exists, or that any audit, inquiry or investigation by any Governmental Authority in respect of any alleged violation of such Law, Order or material Permit is threatened or pending.

Section 5.7 Anticorruption; Antiboycott Laws. Sellers, including each Seller's respective employees, directors, agents or other Persons acting on its behalf, has not, directly or indirectly, (a) taken any action that would cause such Seller to be in violation of the Foreign Corrupt Practices Act of 1977, as amended (the "**FCPA**"), or any other anticorruption or anti-bribery Laws (collectively with the FCPA, the "**Anticorruption Laws**"), (b) corruptly given, loaned, paid, promised, offered or authorized payment of money or anything of value to any "foreign official" as defined in the FCPA or, in violation of Law, to any other government official, to secure any improper advantage or to obtain or retain business for any Person or to achieve any other purpose prohibited by the Anticorruption Laws, and (c) taken any action that would cause such Seller to be in violation of Law applicable to export control or trade embargoes.

Section 5.8 Environmental Matters. Each Seller (a) is and has been in material compliance with all applicable Environmental Laws, and (b) states that there is no action relating to or arising under Environmental Laws that is pending or threatened against or affecting such Seller.

Section 5.9 Financial Statements. Sellers' unaudited financial statements for the 12-month periods ended December 31, 2018, December 31, 2019, and December 31, 2020 (the "**Seller Financial Statements**") have been prepared in conformity with GAAP and Sellers' accounting principles consistently applied, present fairly, in all material respects, the financial position and

results of operations of Sellers as of the date thereof and the statements of operations, stockholder's equity and cash flows of Sellers for the periods indicated therein (subject to normal and recurring year-end adjustments, the effect of which would not be materially adverse except in respect of the amortization of capitalized software). Sellers' unaudited financial statements for the 10-month period ended October 31, 2021, have been prepared in good faith and present fairly, in all material respects, the financial position and results of operations of Sellers as of the date thereof and the statements of operations, stockholder's equity and cash flows of Sellers for the periods indicated therein (subject to normal and recurring year-end adjustments, the effect of which would not be materially adverse except in respect of the amortization of capitalized software).

Section 5.10 Absence of Certain Changes. Except as described in Section 5.10 of the Seller Disclosure Schedule, the Business has been conducted in the ordinary course substantially consistent with past practices.

Section 5.11 Benefit Plans; Employees and Employment Practices.

(a) Section 5.11(a) of Seller Disclosure Schedule sets forth a complete and correct list of each Seller Benefit Plan (or other such arrangement). No plan currently or ever in the past maintained, sponsored, contributed to or required to be contributed to by any Seller or any of their respective current or former ERISA Affiliates is or ever in the past was (i) a "multiemployer plan" as defined in Section 3(37) of ERISA, (ii) a plan described in Section 413 of the Code, (iii) a plan subject to Title IV of ERISA, (iv) a plan subject to the minimum funding standards of Section 412 of the Code or Section 302 of ERISA, or (v) a plan maintained in connection with any trust described in Section 501(c)(9) of the Code.

(b) The Pension Benefit Guaranty Corporation ("**PBGC**") has not initiated any proceeding, or asserted any rights, under Section 4041 or 4042 of ERISA, and none of Sellers has received an inquiry, whether written or oral, from the PBGC, under its so-called "Early Warning Program" or otherwise, regarding the funded status of any pension plan of any Seller or any of its Affiliates.

(c) No Seller is a party to, or otherwise bound by or subject to, any collective bargaining or other labor union contracts and no Current Employees are represented by any labor organization, trade union, works council, employee representative, employee congress or other form of employee association or representative.

(d) As of the date of this Agreement and except as set forth in Section 5.11(d) of the Seller Disclosure Schedule, each Seller is in compliance with all Laws relating to the employment of labor, including all such Laws relating to wages, hours, pay equity, employment equity, conditions of employment, employment standards, human rights, employee privacy, the WARN Act, collective bargaining, discrimination, civil rights, safety and health, workers' compensation and the collection and payment of withholding Taxes and/or social security Taxes and contributions and any similar Tax or contribution. Except as set forth in Section 5.11(d) of the Seller Disclosure Schedule, there has been no "mass layoff" or "plant closing" (as defined by the WARN Act), or "collective redundancy" or similar process, with respect to any Seller or any of their Affiliates within the six (6) months prior to Closing.

Section 5.12 Contracts.

(a) Except for the AT&T Contract (as provided in Section 2.5(a)), the Contracts Schedule lists as of the date hereof, and Seller has made available to Buyer true, correct and complete copies of each of, the material Contracts set forth thereon (each, a “**Material Contract**”) to which any Seller is a party or which binds or affects the Business, the Acquired Assets or the Assumed Liabilities (excluding Seller Benefit Plans disclosed in Section 5.11(a)), including:

(i) (i) the top five (5) Customer Contracts and supplier Contracts (based on Sellers’ aggregate total sales and purchases, respectively, for the 10-month period ended October 31, 2021); and

(ii) (ii) any inbound or outbound license or royalty Contracts or other Contracts to which any Seller is a party with respect to any material Intellectual Property rights or Technology used in or licensed by the Business.

(b) (b) As of the date hereof, each Material Contract is valid and binding on Sellers and, each other party thereto, and is in full force and effect and enforceable in accordance with its terms.

Section 5.13 Intellectual Property.

(a) Section 5.13(a) of the Seller Disclosure Schedule lists (i) all Registered IP in which each Seller has an ownership interest of any nature (whether exclusively, jointly with another Person or otherwise) (“**Seller Registered IP**”), (ii) any proceedings or actions before any court, tribunal (including the PTO or equivalent authority anywhere in the world) involving any Seller and/or related to any of the Seller Registered IP and (iii) any actions that must be taken by any Seller within ninety (90) days of the Closing Date with respect to Seller Registered IP, including the payment of any registration, maintenance or renewal fees or the filing of any documents, applications or certificates. Each item of Seller Registered IP is currently in compliance with all applicable requirements (including the payment of any registration, maintenance or renewal fees or the filing of any documents, applications or certificates) and is valid and subsisting.

(b) Sellers owns and have good title to all Seller IP, and no other Person has any ownership interest therein or thereto.

(c) Sellers have not transferred ownership of, or granted any exclusive license of or exclusive right to use, or authorized the retention of any exclusive rights to use, or granted any exercisable option to acquire, any Intellectual Property to any other Person that would be infringed by the operation of the Business as conducted or proposed to be conducted by Sellers or as contemplated by this Agreement (with respect to the jurisdictions in which Sellers have conducted the Business, and any other jurisdictions).

(d) Section 5.13(d) of the Seller Disclosure Schedule contains a complete and accurate list and description of all Third-Party Intellectual Property Rights that are used in the Business.

(e) The Seller IP, together with all Third-Party Intellectual Property Rights granted to Sellers, collectively constitute all Intellectual Property used by Sellers in the current operation of the Business, or that are necessary to or that would be infringed in the absence of such rights by the operation of the Business as currently conducted by Sellers, and are collectively sufficient to conduct the Business as currently conducted or proposed to be conducted.

Section 5.14 Taxes.

(a) Except as set forth on Section 5.14(a) of the Seller Disclosure Schedule, all Tax Returns required to be filed by or with respect to Sellers have been timely filed (taking into account any extension of time within which to file) and all such Tax Returns are true, correct, and complete in all material respects.

(b) Except as set forth on Section 5.14(b) of the Seller Disclosure Schedule, all Taxes of Sellers that are due and payable have been timely paid. No Tax Encumbrances are currently in effect against any of the Acquired Assets.

(c) All Taxes that Sellers are or were required by applicable Law to withhold or collect have been duly withheld or collected and, to the extent required, have been paid to the proper Governmental Authority or other Person.

Section 5.15 Insurance. All casualty and property insurance policies of Sellers or covering the Acquired Assets, the Assumed Liabilities, the Current Employees or the Business are identified on Section 5.15 of the Seller Disclosure Schedule.

Section 5.16 Title to Acquired Assets.

(a) Sellers have good and valid title to, or, in the case of leased assets has good and valid leasehold interests in, all tangible personal property that is used in or necessary for the operation of the Business as currently conducted (other than the Excluded Assets) and as anticipated to be conducted as of the Closing, free and clear of all Encumbrances, other than Encumbrances that will be released and discharged as of, and that will not be enforceable from and after, the Closing by virtue of the Sale Order.

(b) All tangible Acquired Assets (i) are in good operating condition and in a state of good maintenance and repair, ordinary wear and tear excepted, (ii) are being operated and maintained in accordance with prescribed operating instructions necessary to ensure the effectiveness of warranties and/or service plans, and (iii) were acquired and are adequate for use in the ordinary course of business.

(c) The Acquired Assets constitute all of the property and assets necessary and sufficient to conduct, or used in, the operations of the Business in accordance with Sellers' past practices.

Section 5.17 Permits. Sellers have all Permits necessary for the lawful conduct of the Business as presently conducted and operated.

Section 5.18 Inventory. The Inventory of Sellers set forth in Seller Financial Statements was stated therein in accordance with GAAP applied on a consistent basis throughout the periods indicated (except as may be indicated in the notes thereto) and presents fairly, in all material respects, the Inventory of Sellers as of the respective dates thereof.

Section 5.19 Brokers. Except for Stout Risius Ross LLC, no Person is entitled to any brokerage, financial advisory, finder's or similar fee or commission payable by Sellers in connection with the transactions contemplated by this Agreement or the other Transaction Documents.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Sellers as follows as of the date hereof and as of the Closing Date:

Section 6.1 Organization and Good Standing. Buyer is a corporation or other entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation, formation or organization.

Section 6.2 Authority Relative to this Agreement. Buyer has all necessary power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is party and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the other Transaction Documents to which Buyer is party and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by the board of directors or equivalent governing body of Buyer, and no other corporate proceedings on the part of Buyer are necessary to authorize this Agreement or the other Transaction Documents to which it is party or to consummate the transactions contemplated hereby or thereby. 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 other Transaction Documents to which Buyer is a party will have been duly and validly executed and delivered by Buyer, and, assuming that this Agreement and such other Transaction Documents constitute valid and binding agreements of Sellers, constitute valid and binding agreements of Buyer, enforceable against Buyer in accordance with their terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium or other similar Laws affecting or relating to enforcement of creditors' rights generally or general principles of equity.

Section 6.3 No Violation; Consents.

(a) Neither the execution and delivery of this Agreement by Buyer nor the purchase by Buyer of the Acquired Assets and the assumption by Buyer of the Assumed Liabilities pursuant to this Agreement will (with or without notice or lapse of time) conflict with or result in any breach of (i) any provision of Buyer's Certificate of Incorporation or Bylaws (or similar organizational documents) or (ii) subject to the matters referred to in Section 6.3(b), any Law applicable to Buyer or its properties or assets, except as would not prevent or materially delay the consummation of the transactions contemplated by this Agreement.

(b) No Consent of any Governmental Authority or any third party is required to be obtained by or with respect to Buyer in connection with the execution and delivery of this Agreement, or the consummation by Buyer of the transactions contemplated by this Agreement, except for (i) the entry of the Sale Order by the Bankruptcy Court, and (ii) such other Consents where the failure to obtain such Consents would not prevent or materially delay the consummation of the transactions contemplated by this Agreement.

Section 6.4 Consents and Approvals. Except with respect to the issuance of the Sale Order, no consent, waiver, authorization or approval of any Person and no declaration to or filing or registration with any Governmental Authority is required in connection with the execution and delivery by Buyer of this Agreement and each ancillary agreement to which Buyer is or will become a party or the performance by Buyer of its obligations hereunder or thereunder.

Section 6.5 Litigation. There is no action, suit, proceeding or claim that is pending or, to Buyer's knowledge, threatened in any court or by or before any Governmental Authority that would adversely affect Buyer's ability to perform its obligations under this Agreement on a timely basis.

Section 6.6 Financing. As of the date hereof and as of the Closing Date, Buyer will have the financial capability and sufficient funds available to consummate the transactions contemplated by this Agreement on the terms and subject to the conditions set forth in this Agreement, including satisfying the Purchase Price in accordance with Section 3.3 herein.

Section 6.7 Brokers. No Person is entitled to any brokerage, financial advisory, finder's or similar fee or commission payable by Buyer or any of its Affiliates in connection with the transactions contemplated by this Agreement.

ARTICLE 7 COVENANTS OF THE PARTIES

Section 7.1 Conduct of Business of Sellers. Except as required by any Order of the Bankruptcy Court, as required by applicable Law, as contemplated or required by the terms of any Transaction Document, or as otherwise consented to in writing by Buyer (such consent not to be unreasonably withheld, conditioned or delayed), during the period commencing on the date of this Agreement and continuing through the Closing or the earlier termination of this Agreement in accordance with its terms:

(a) Sellers shall use their commercially reasonable efforts to: (i) operate the Business in the ordinary course of business, consistent with its past practice, (ii) preserve in all material respects the Acquired Assets, and (iii) preserve their current relationships with the suppliers, vendors, customers, clients, contractors and others having business dealings with the Business; *provided* that each of clauses (i) through (iii) above shall take into account, in each case, the commencement of the Bankruptcy Cases and the fact that the Business is operating while in bankruptcy; and

(b) without limiting the generality of the foregoing, Sellers shall not:

(i) sell, lease (as lessor), transfer or otherwise dispose of any Acquired Assets, other than in the ordinary course of business, except as may be otherwise required under any Order entered by the Bankruptcy Court in the Bankruptcy Cases;

(ii) acquire any material assets or properties outside the ordinary course of its business, except as may otherwise be required under any Order entered by the Bankruptcy Court in the Bankruptcy Case;

(iii) (1) Terminate any Customer Contract (except for the Rexel Contracts) other than the expiration of any such Customer Contracts that occur in accordance with any such Contracts' terms in the ordinary course of business or (2) enter into, amend or terminate any Contract that Buyer has the right hereunder to designate as an Assumed Contract, other than the expiration of any such Contract that occurs in accordance with its terms in the ordinary course of business; or

(iv) beginning upon commencement of the Bankruptcy Cases, accept pre-payments from any customers under Customer Contracts and/or customer purchase orders (including such pre-payments that Sellers categorize as Deferred Revenue).

Secton 7.2 Access to and Delivery of Information and Assets; Maintenance of Records.

(a) Between the date of this Agreement and the earlier of (x) the termination of this Agreement (other than as a result of the Closing), (y) confirmation of a plan of reorganization or liquidation pursuant to Section 1129 of the Bankruptcy Code or (z) conversion or dismissal of the Bankruptcy Cases pursuant to section 1112 of the Bankruptcy Code, and/or unless prohibited by applicable Law, Sellers shall, during ordinary business hours and upon reasonable prior notice, and at Buyer's sole cost and expense (i) give Buyer and Buyer's Representatives reasonable access to Sellers' accountants, counsel, financial advisors and other authorized outside Representatives, officers and senior management in their respective principal places of business, all books, records and other documents and data in the locations in which they are normally maintained or otherwise in Sellers' or its Representatives' possession or control, and all offices and other facilities of Sellers; *provided* that, in connection with such access, Buyer and Buyer's Representatives shall use their commercially reasonable efforts to minimize disruption to the Business, Sellers' personnel, the Bankruptcy Cases, and the Auction, (ii) permit Buyer and Buyer's Representatives to make such reasonable inspections and copies of all books, records and other documents of Sellers as Buyer may reasonably request, and (iii) furnish Buyer with such reasonably available financial and operating data and other information as Buyer and Buyer's Representatives may from time to time reasonably request.

(b) For a period of three (3) years after the Closing Date or so long as the Bankruptcy Cases remain pending and open, whichever is shorter, Sellers and their Representatives shall, during ordinary business hours and upon reasonable prior notice, and at Sellers' sole cost and expense, have reasonable access to all of the books and records of Sellers delivered to Buyer at Closing and which are in Buyer's or its Representatives' possession or control, including all Documentary Materials and all other information pertaining to the Assumed Contracts to the extent that (i) such books, records and information relate to any period prior to the Closing Date and (ii) such access is reasonably required by Sellers in connection with the open

Bankruptcy Cases, the Excluded Liabilities, the Excluded Assets or similar matters relating to or affected by the operation of the Business for periods prior to the Closing. Such access shall be afforded by Buyer upon receipt of reasonable advance notice and during normal business hours, and Buyer shall permit Sellers and their Representatives to make such reasonable copies of such books, records and information as they may reasonably request and at Sellers' sole cost and expense.

Section 7.3 Consents; Expenses.

(a) Promptly following the date hereof, Sellers shall use their commercially reasonable efforts to obtain, and Buyer shall reasonably cooperate in obtaining, prior to the Closing Date, all Consents and Governmental Authorizations from Governmental Authorities and third parties necessary to transfer, convey and assign to Buyer the Acquired Assets, Permits and the Assumed Liabilities, *provided* that the failure to obtain Consents for the assignment of any telecommunications-related licenses shall not delay or prevent the Closing, and the Parties agree to continue using their commercially reasonable efforts to obtain all required Consents after the Closing.

(b) Except to the extent otherwise specifically provided herein and/or in the Bidding Procedures Order, whether or not the transactions contemplated hereby are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by the Party incurring such costs and expenses.

Section 7.4 Further Assurances.

(a) Subject to the terms and conditions of this Agreement, at all times prior to the earlier of the Closing and the termination of this Agreement in accordance with its terms, each of the Parties shall use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable Laws to consummate and make effective the transactions contemplated by this Agreement, including executing and delivering such documents and other papers as are reasonably required to carry out the provisions of this Agreement and consummate the transaction contemplated hereby as promptly as practicable.

(b) On and after the Closing until the final dissolution and liquidation of Sellers and their estates, 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 all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers as may be required to carry out the provisions of this Agreement and consummate and make effective the transactions contemplated hereby as promptly as practicable, including in order to more effectively vest in Buyer all of Seller's right, title and interest to the Acquired Assets, free and clear of all Encumbrances.

Section 7.5 Public Statements. Unless otherwise required by or reasonably necessary to comply with applicable Law or the rules or regulations of any applicable securities exchange, and except for disclosure of matters that become a matter of public record as a result of the Bankruptcy Cases and any filings or notices related thereto, neither Party shall issue any press

release or otherwise make any public statement with respect to this Agreement, or the transactions contemplated hereby without the prior written consent of the other Party.

Section 7.6 Governmental Authority Approvals and Cooperation. As promptly as reasonably practicable after the date of this Agreement, Sellers and Buyer shall use their respective commercially reasonable efforts to obtain any Consents from Governmental Authorities (other than the Bankruptcy Court), required to be made and obtained under applicable Law in connection with the transactions contemplated by this Agreement as promptly as reasonably practicable.

Section 7.7 Employee Matters.

(a) Immediately prior to the Closing, Buyer, in the exercise of its sole discretion, may offer to employ those Current Employees who are employed by Seller as of the Closing Date, as determined by Buyer in its sole discretion to be necessary in connection with Buyer's operation of the Acquired Assets, on terms and conditions of employment that are satisfactory to Buyer in its sole discretion, and which may include reasonable non-compete provisions. For purposes of this Section 7.7, each Current Employee who receives such an offer of employment shall be referred to as an "**Employee Offeree**". At least seven (7) days prior to the Closing Date, Buyer will provide Sellers with a schedule setting forth a list of the names of all Employee Offerees. Each Employee Offeree who accepts such offer prior to the Closing shall be referred to herein as a "**Transferred Employee**". Sellers shall enforce or assist Buyer in enforcing, at Buyer's request, against any Transferred Employee, at Buyer's cost, any confidentiality, non-compete, non-solicit or similar contractual obligations, as an employee of Buyer or any of its Affiliates. Notwithstanding the foregoing in this Section 7.7(a), as of the Closing Date Buyer shall exercise reasonable good faith efforts to hire no less than thirty (30) of such of Sellers' respective Current Employees who are then in good standing as employees of one or more of Sellers, on terms and conditions of employment that are satisfactory to Buyer in its sole discretion, and which may include reasonable non-compete provisions, and Buyer agrees to actually hire at least twenty eight (28) of such Current Employees who are then in good standing as employees of one or more Sellers at Closing, so long as Buyer is not required to offer such Current Employees and thereby agree to terms and conditions of employment that are materially better than the current terms and conditions of employment of such Current Employees in order to meet this obligation. Such Current Employees that accept such offer prior to or at the Closing shall constitute Transferred Employees. Further notwithstanding the foregoing and for the avoidance of doubt in this Section 7.7(a), Buyer shall not be obligated to hire more than thirty (30) of Sellers' respective Current Employees who accept such offers of employment by Buyer on terms and conditions of employment that are satisfactory to Buyer in its sole discretion.

(b) Each Current Employee of Seller who is not a Transferred Employee shall be referred to herein as an "**Excluded Employee**"; *provided* that if such Excluded Employee accepts an offer of employment by Buyer during the thirty (30) days after the Closing Date, such Excluded Employee shall be deemed to be a Transferred Employee.

(c) To facilitate the foregoing, following the date of this Agreement, Sellers shall designate a member of management who shall coordinate with Buyer to arrange mutually agreed periods of time during which Buyer may meet with and interview the Current Employees

reasonably requested by Buyer; *provided, however*, that such access shall not unduly interfere with the operation of the Business prior to the Closing.

(d) Employee/Employment Related Liabilities. Notwithstanding anything in this Agreement to the contrary,

(i) Sellers shall process the payroll and shall be liable for, and shall pay, or cause to be paid, all base wages and base salary and employee/employment related Liabilities, including arising under Seller Benefit Plans, that accrued through the Closing Date with respect to all employees of any Seller;

(ii) Sellers shall cause to be filed in a timely fashion all notices required under COBRA and, solely to the extent applicable to Sellers, under the WARN Act, in respect of all employees of any Seller who are not Transferred Employees and shall be liable for all Liabilities and claims arising under or in connection therewith from actions taken before or at the Closing (provided Buyer complies with all of its obligations under this Section 7.7), whether or not incurred, recognized, paid or made on, prior to or after the Closing, and shall further retain and be responsible for all Liabilities in connection with any pre-Closing non-compliance of any Seller or the Business with any Laws relating to wages, hours, pay equity, employment equity, conditions of employment, employment standards, human rights, employee privacy, discrimination, civil rights, safety and health, workers' compensation and the collection and payment of withholding Taxes and/or social security Taxes and contributions and any similar Tax or contribution; provided however, that Sellers shall have no Liabilities for any of the foregoing to the extent related to termination or other related actions of or respecting a Transferred Employee taken by Buyer after the Closing Date.

(iii) Sellers and Sellers' "selling group" (as defined in Treasury Regulation Section 54.4980B-9, Q&A-3(a) (the "Selling Group")) shall be solely responsible for providing continuation coverage under COBRA to those individuals who are M&A qualified beneficiaries (as defined in Treasury Regulation Section 54.4980B-9, Q&A-4(a)) with respect to the transactions contemplated by this Agreement ("M&A Qualified Beneficiaries"). In the event that no member of the Selling Group maintains any group health plan at any time after the Closing Date, Buyer acknowledges that Buyer is a successor employer (as defined in Treasury Regulation Section 54.4980B-9, Q&A-8(c)(i)) to the Selling Group for the purposes of the continuation of coverage requirements under COBRA; and

(iv) Sellers shall be liable for all Liabilities and claims arising under or in connection with any Seller Benefit Plans that arise out of or relate, directly or indirectly, to any set of facts or circumstances existing prior to the Closing Date (whether or not reported to or otherwise Known by Sellers or any Representative thereof or incurred, recognized, paid or made on, prior to or after the Closing).

(e) Each of Buyer and Sellers agrees that it will not apply the alternative procedure contained in Section 5 of IRS Revenue Procedure 2004-53, 2004-2 C.B. 320. Accordingly, Sellers acknowledges that they will be responsible for the furnishing of a Form W-2

to each Transferred Employee which discloses all wages and other compensation paid through the period ending on the Closing Date, and applicable taxes withheld thereon. Buyer acknowledges that it (or its Affiliates) will be responsible for the furnishing of a Form W-2 to each Transferred Employee who is an employee of Buyer, which discloses all wages and other compensation paid for the period beginning on the day following the Closing Date and ending on the last day of the year in which the Closing Date occurs, and applicable taxes withheld thereon.

(f) Nothing contained herein shall be construed as requiring, and Sellers shall not 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 is intended to establish, create or amend, nor shall anything in this Agreement be construed as establishing, creating or amending, any employee benefit plan, practice or program of Buyer, any of its Affiliates or any Seller Benefit Plan, nor shall anything in this Agreement 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. No provision of this Agreement shall create any third-party beneficiary rights in any Transferred Employee, any beneficiary or dependents thereof, or any collective bargaining representative thereof, with respect to the compensation, terms and conditions of employment and benefits that may be provided to any Transferred Employee by Buyer or under any benefit plan which Buyer may maintain, or otherwise.

(g) Transition Services. In the event that Sellers and/or Buyer reasonably determines in advance of the Closing Date that they require additional time in order to establish certain services and/or insurance policies necessary for the operation of the Acquired Assets, the employment of the Transferred Employees and/or the winding down of Sellers and the Excluded Assets following the Closing, including to process payroll and to provide employee benefits and insurance coverage, Buyer and Sellers shall negotiate in good faith a transition services agreement reasonably acceptable to all Parties and that would be approved by the Bankruptcy Court in the Bankruptcy Cases (the “**Transition Services Agreement**”), pursuant to which Sellers and/or Buyer, as the case may be, would, on commercially reasonable terms, agree to provide such services to each other for a period of not more than two (2) months following the Closing Date; *provided, however*, that in no event shall any Party be required to hire anyone or engage any contractors, expend any funds, or enter into any contracts or purchase any assets, in order to satisfy its or their respective obligations under this Section 7.7(g).

(h) The Parties understand and agree it is likely that certain Transferred Employees are, as of the Closing Date, non-U.S. citizen workers (the “**Foreign Transferred Employees**”), and based thereon Buyer agrees to comply with all rules, regulations and statutes applicable to Buyer based on Buyer’s employment of any such Foreign Transferred Employees in connection with their respective H-1B or F-1 Curricular or Optional Practical Training status.

Section 7.8 Tax Matters.

(a) Any sales, use, value added, property transfer, documentary, stamp, registration, recording or similar Tax payable in connection with the sale or transfer of the Acquired Assets to, and the assumption of the Assumed Liabilities, by Buyer (“**Transfer Taxes**”)

shall be borne by Sellers. Sellers shall use their commercially reasonable efforts to request that the Sale Order indicates that to the fullest extent permitted under applicable law, no Transfer Taxes will be owed by any Party in connection with the transactions contemplated hereby or by any of the other Transaction Documents.

(b) All real property, personal property, other ad valorem Taxes, and sales and use Taxes levied with respect to the Acquired Assets for any taxable period that includes the Closing Date and ends after the Closing Date, whether imposed or assessed before or after the Closing Date, shall be prorated between Sellers and Buyer as of 12:01 a.m. (Eastern Time) on the Closing Date. If the exact amount of any real property, personal property, other ad valorem Taxes, and sales and use Taxes is not known on the Closing Date, the apportionment shall be based upon a reasonable amount, without subsequent adjustment; it being understood that all sales Taxes collected by Sellers in connection with the pre-Closing operation of the Business shall be the sole and exclusive responsibility of Sellers. To the extent the amount of such Taxes for the period ending on Closing Date is greater than the amount of such Taxes previously paid by Sellers, then Sellers shall be responsible to Buyer for such excess, and to the extent the amount of such Taxes for the period ending on the Closing Date is less than the amount of such Taxes previously paid by Sellers, then Buyer shall be responsible to Sellers for such excess.

Secton 7.9 Submission for Bankruptcy Court Approval.

(a) Sellers will file their Petitions commencing their Bankruptcy Cases within three (3) Business Days after the date of the Parties' execution of this Agreement or by such other date as mutually agreed to by the Parties. On the Petition Date or no later than three (3) Business Days following the Petition Date, Sellers shall file with the Bankruptcy Court the Sale Motion and the Bidding Procedures Motion (the "**Motions**"). Sellers shall use reasonable best efforts to provide Buyer with a copy of such Motions and related documents at least two (2) days prior to the filing thereof. Sellers shall use commercially reasonable efforts to (i) prosecute such Motions, (ii) request the Bankruptcy Court's expedited approval and entry of the Bidding Procedures Order, (iii) request that the hearing before the Bankruptcy Court to consider the entry of the Sale Order is held no later than three (3) Business Days after the Auction and (iv) request that the Sale Order is entered no later than the date that is sixty five (65) days after the Petition Date, that the Sale Order becomes effective immediately upon entry and that the provisions of Bankruptcy Rules 6004(g) and 6006(d) be waived for cause.

(b) Sellers shall give notice under the Bankruptcy Code of the request for the relief specified in the Motions to all Persons entitled to notice pursuant to the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the local rules of the Bankruptcy Court, and orders of the Bankruptcy Court, including all Persons that have asserted Encumbrances in the Acquired Assets, and all non-debtor parties to the Assumed Contracts and the Rejected Contracts, and such additional notice as the Bankruptcy Court shall direct.

(c) If the Bidding Procedures Order, the Sale Order, or any other orders of the Bankruptcy Court relating to this Agreement or the transactions contemplated hereby shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to the Bidding Procedures Order, the Sale Order, or other such order), subject to rights, otherwise

arising from this Agreement, Sellers shall use their commercially reasonable efforts to prosecute such appeal, petition or motion and obtain an expedited resolution of any such appeal, petition or motion.

Section 7.10 Overbid Procedures; Adequate Assurance.

(a) This Agreement and the sale of the Acquired Assets are subject to higher and better bids in accordance with the Bidding Procedures Order and Bankruptcy Court approval. In connection therewith, Sellers agree to take reasonable steps to demonstrate they have sought to obtain the highest or otherwise best price for the Acquired Assets, including prior to the Petition Date having provided information about the Business to prospective bidders. In the event that a Qualified Bidder (as defined in the Bidding Procedures, defined below) desires to bid for the Acquired Assets, Sellers shall conduct an auction (the “**Auction**”) in accordance with the Bidding Procedures Order, which shall be conducted in accordance with the Bidding Procedures. Sellers shall seek entry of the Bidding Procedures Order that contains all material terms and provisions of, and terms and conditions not inconsistent with, the Bidding Procedures, including approval of the Termination Payment.

(b) Buyer agrees and acknowledges that the Bidding Procedures may be supplemented by other customary procedures not inconsistent with the matters otherwise set forth therein and the terms of this Agreement. Sellers shall provide Buyer with copies of all Qualified Bids.

Section 7.11 Termination Payment.

(a) If (i) Buyer is not in material breach of any provision of this Agreement, (ii) Buyer has not terminated this Agreement (other than in accordance with Section 9.1(e)) and (iii) a Qualified Bid (as defined in the Bidding Procedures) is submitted by one or more Persons (other than Buyer or an Affiliate of Buyer) and/or a sale, transfer, change of control, liquidation or other disposition, directly or indirectly (including based on a Qualified Bid) of all or any material portion of the Acquired Assets in a single transaction or a series of transactions to one or more Persons (a “**Third-Party**”) other than Buyer or an Affiliate of Buyer (a “**Third-Party Sale**”), whether at an Auction, pursuant to a plan of reorganization or otherwise, is consummated, then Sellers shall be obligated to pay and Buyer shall be entitled to receive, without further order of the Bankruptcy Court but based upon reasonable documentation provided by Buyer to Sellers, the Termination Payment. Buyer shall be authorized to credit bid the Termination Payment in connection with the Auction if Buyer determines to submit a competing bid to any Qualified Bid that may be submitted by another Person (which Qualifying Bid must be equivalent to the Minimum Initial Bid (as defined in the Bidding Procedures)). At the Auction Buyer may, but shall not be obligated to, submit such a competing bid to any Qualified Bid (including by credit bidding the Termination Payment) in order to be entitled to payment of the Termination Payment on the terms of this Agreement. The Termination Payment payable to Buyer hereunder shall be paid by wire transfer of immediately available funds to an account designated by Buyer directly from Seller, as a carve-out from the proceeds of such Third-Party Sale, free and clear of all Encumbrances of any kind at the consummation of such Third-Party Sale (the “**Termination Payment Date**”). The claim of Buyer in respect of the Termination Payment shall constitute, and the Bidding Procedures Order shall so provide that the Termination Payment is, an allowed super-priority administrative expense

claim, senior to all other administrative expense claims in the Bankruptcy Cases, as administrative expenses under Sections 503 and 507(b) of the Bankruptcy Code in the Bankruptcy Cases. The provisions of this Section 7.11 shall be included in the Bidding Procedures and the Bidding Procedures Order.

(b) Each of the Parties hereto acknowledges that the agreements contained in this Section 7.11 are an integral part of the transactions contemplated by this Agreement and that the Termination Payment constitutes reimbursement to Buyer of the reasonable amount of its costs, expenses and fees incurred and that will be incurred by Buyer in connection with the transactions contemplated by this Agreement. The Termination Payment also recognizes the value to Sellers of Buyer's efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby. The Termination Payment, when paid to Buyer as provided in this Section 7.11, shall constitute full payment of, and Buyer's exclusive remedy for, Buyer's expenses incurred by Buyer as a result of the termination of this Agreement based on a Third-Party Sale, and thereupon Sellers shall have no further Liability under or in respect of this Agreement.

(c) In the event Sellers consummate a sale of all or a substantial portion of the Acquired Assets and/or there occurs a sale or similar transaction of (and transferring) any portion of the membership or other equity interests in and of Sellers to one or more Third-Parties, in any such case whether occurring before Sellers commence the Bankruptcy Cases and/or outside of its Bankruptcy Cases (including with the Acquired Assets not being subject to jurisdiction of the Bankrupt Court), Sellers agrees to reimburse Buyer and/or to cause any such Third-Party purchaser or transferee to covenant to reimburse Buyer, for Buyer's reasonable and reasonably documented expenses and fees incurred by Buyer from the date of the LOI to the closing of any such sale or transfer, in an aggregate amount not to exceed \$130,000.

Section 7.12 Post-Closing Operation of Sellers; Name Changes. Sellers agrees that upon the consummation of the transactions contemplated hereby, Buyer shall have the sole right to the Seller IP and the use thereof. After the Closing Date, Sellers and their Affiliates shall not use any Seller IP for commercial purposes and shall only use the same for administrative purposes while subject to the jurisdiction of the Bankruptcy Court. The Sale Order shall provide for the modification of the caption in the proceedings before the Bankruptcy Court to reflect that Sellers are no longer doing business as or otherwise using the tradename "TenFour". Sellers shall be permitted to use their respective legal names "Alliant Technologies, L.L.C.," AlliantWare, L.L.C." and "Red Forge, LLC" solely in connection with matters relating to the Bankruptcy Cases, the Federal Communications Commission, any State or federal Internal Revenue Service and for legal and noticing purposes, but for no other commercial purpose. Within five (5) Business Days after the Closing, Sellers shall, if reasonably required by Buyer, file with the applicable Governmental Authorities all documents reasonably necessary to transfer all Seller IP to Buyer.

Section 7.13 Damage or Destruction. Until the Closing, the Acquired Assets shall remain at the risk of Sellers. In the event of any material damage to or destruction of a reasonably material portion of the Acquired Assets after the date hereof and prior to and until the Closing (a "**Damage or Destruction Loss**"), Buyer shall have the right, upon written notice to Sellers, to terminate this Agreement and Buyer's obligations hereunder and the Deposit Escrow Agent shall immediately return the Deposit Amount to Buyer as provided in Article 9 herein. If any such

Damage or Destruction Loss is covered by policies of insurance, Sellers shall retain all right and claim to any proceeds of insurance for such Damage or Destruction Loss.

Section 7.14 Permits. Commencing on the date of this Agreement, the Parties, cooperating in good faith, shall use commercially reasonable efforts to take such steps, including the filing of any required applications with Governmental Authorities, as may be necessary to effect the transfer of Permits that are Acquired Assets to Buyer on or as soon as practicable after the Closing Date, to the extent such transfer is permissible under applicable Law.

Section 7.15 Policies Regarding Personally Identifiable Information. Buyer shall honor and observe any and all policies of Sellers in effect on the Petition Date prohibiting the transfer of personally identifiable information about individuals consistent with the requirements of Section 363(b)(1)(A) of the Bankruptcy Code, provided, that for the avoidance of doubt, Sellers shall take all actions reasonably necessary to assure the sale and transfer to Buyer pursuant to the Sale Order of all customer lists and related customer information included in the Acquired Assets as provided in Section 2.1(i) herein.

Section 7.16 Apportionment of Prepaid Items. With respect to all payments made by Sellers with respect to the Acquired Assets, including rent payments for Assumed Contracts, deposits and insurance premiums, down payments (including on licensing arrangements), in each case for any period that includes the Closing Date and ends after the Closing Date, such payments by Sellers shall be prorated between Seller and Buyer as of 12:01 a.m. (Eastern Time) on the Closing Date, and Buyer shall, within thirty (30) days following the Closing Date, reimburse Sellers for the proportionate amount of all such payments relating to the period commencing as of 12:01 a.m. (Eastern Time) on the Closing Date.

Section 7.17 Post-Closing Collection of Accounts Receivable.

(a) As of the Closing Date, Sellers hereby (i) authorize Buyer to open any and all mail addressed to Sellers relating to the Business or the Acquired Assets and delivered to the offices of the Business or otherwise received by Buyer if received on or after the Closing Date and (ii) appoint Buyer or 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 relating to services performed and sold by Buyer after the Closing, as the case may be, that are made payable or endorsed to any Seller or to any Seller's order, for Buyer's own account.

(b) As of the Closing Date, Buyer agrees that any monies, checks or negotiable instruments received by Buyer after the Closing Date with respect to Accounts Receivable or any other Excluded Assets, shall be held in trust by Buyer for Sellers' benefit and account, and promptly upon receipt by Buyer of any such instrument or payment (but in any event within the earlier of five (5) Business Days of such receipt or if deposited, the date any such received funds clear and become "good funds"), Buyer shall deliver and/or pay over (as the case may be) to Sellers or their designees such payments and/or the amount of such payments to an account as designated by Sellers or their designees.

(c) Commencing as of the Closing Date, Buyer agrees to act as Sellers' agent to use commercially reasonable efforts (excluding taking any legal action) to collect outstanding

Accounts Receivable (and other customer charges directly related thereto) that relate to pre-Closing periods (and that shall constitute Excluded Assets) owing from such account debtors thereof who constitute customers of Buyer, as such proceeds of Accounts Receivable (and any such related customer charges) are received in the ordinary course, for Sellers' benefit, and to turn-over such collected proceeds thereof (including any monies, checks or negotiable instruments) received by Buyer after the Closing Date with respect to such Accounts Receivable (and related customer charges) in accordance with Section 7.17(b). In connection therewith, Buyer shall not agree with any such customer to write-off, discount, delay payment of or credit any such Accounts Receivable (or related customer charges) without Sellers' prior written consent. After the Closing Date, Buyer shall cooperate with Sellers, at Sellers' reasonable direction, to invoice Accounts Receivable (and any related customer charges) that were not invoiced by Sellers on or prior to the Closing Date. Furthermore, after the Closing Date, Sellers may attempt to collect outstanding Accounts Receivable (and such related customer charges) from such account debtors thereof who do not constitute customers of Buyer, in Sellers' sole discretion. With respect to outstanding Accounts Receivable (and any related customer charges) owing from such account debtors thereof who constitute customers of Buyer that cannot be collected based on Buyer's commercially reasonable collection efforts as aforesaid, Sellers and Buyer shall reasonably cooperate to identify and then on a mutually agreed-upon basis deploy the best reasonable means to collect such outstanding and unpaid Accounts Receivable (and any related customer charges) from such customers. If any Accounts Receivable (and related customer charges) remain outstanding sixty (60) days after their respective invoiced due dates, Sellers or their designee shall have the right to attempt to collect such past-due Accounts Receivable (and related customer charges) in Sellers' sole discretion, including from account debtors who are customers of Buyer.

(d) As of the Closing Date, Buyer shall have the sole authority to bill and collect Post Closing Accounts Receivable and customer charges directly related thereto.

(e) In order to verify outstanding Accounts Receivable (and any related customer charges) and Buyer's collections of Accounts Receivable as provided in Section 7.17(c), including whether amounts received constitute proceeds of Accounts Receivable or Post Closing Accounts Receivable where the customer's remittance advice or other allocation does not clearly designate payment of Accounts Receivable or Post Closing Accounts Receivable, Sellers shall, for a period of six (6) months after the Closing Date and upon prior reasonable request, have reasonable access during normal business hours to books and records in Buyer's possession related to Accounts Receivable (and related customer charges) and to Buyer's employees directly involved in the collection of Accounts Receivable (and related customer charges) as provided in Section 7.17(c), as reasonably necessary in Seller's reasonable discretion to evaluate, review and, subject to Section 7.17(c), to collect the Accounts Receivable (and related customer charges).

Section 7.18 Suppliers and Customers. Sellers agree, following the request thereof by Buyer, to use its reasonable efforts to arrange meetings and/or telephone conferences by Buyer with material suppliers and with customers of Sellers, to assist transitioning of the Business to Buyer after the Closing.

ARTICLE 8 CONDITIONS TO CLOSING

Section 8.1 Conditions to Each Party's Obligations to Effect the Closing. The respective obligations of each Party to effect the sale and purchase of the Acquired Assets and to consummate the other transactions contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing of the following conditions:

(a) consummation of the transactions contemplated hereby would not violate any non-appealable Final Order, decree or judgment of the Bankruptcy Court or any other Governmental Authority having competent jurisdiction and there shall not be any Law that makes consummation of the transactions contemplated hereby illegal or otherwise prohibited, and no preliminary or permanent injunction or other Order of any Governmental Authority having competent jurisdiction that declares this Agreement invalid or unenforceable in any respect or which prevents the consummation of the transactions contemplated hereby shall be in effect; and

(b) the Bankruptcy Court shall have entered the Sale Order, the Sale Order becomes effective in accordance with Bankruptcy Rules 6004(h) and 6006(d), and no Order staying, reversing, modifying or amending the Sale Order shall be in effect on the Closing Date.

Section 8.2 Conditions to Obligations of Buyer. The obligation of Buyer to effect the purchase of the Acquired Assets and the assumption of the Assumed Liabilities and to consummate the other transactions contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing of the following additional conditions:

(a) effective as of the Petition Date, the Bankruptcy Court shall have approved agreement(s) between Sellers and its secured creditor(s) permitting Sellers' post-Petition Date use of cash collateral necessary to continue to operate in the ordinary course of business through the Closing Date and, to the extent necessary, for Sellers to perform their obligations under this Agreement;

(b) Sellers shall have filed the Sale Motion and the Bankruptcy Court shall have entered the Bidding Procedures Order;

(c) From the Petition Date to the Closing Date Sellers shall have complied in all material respects, with Sellers' covenants contained in Sections 7.1(a) and 7.1(b);

(d) Buyer shall have been the successful Prevailing Bidder (as defined in the Bidding Procedures) at the Auction (if any Auction is held) and the Bankruptcy Court shall have entered the Sale Order approving the Sale of the Acquired Assets and assignment of the Assumed Contracts to Buyer, the Sale Order shall have become effective in accordance with Bankruptcy Rules 6004(h) and 6006(d), and no Order staying, reversing, modifying or amending the Sale Order shall be in effect on the Closing Date;

(e) as of the Closing Date, other than the commencement of the Bankruptcy Cases, there shall not have occurred a Material Adverse Effect on the Business as presently conducted or on the Acquired Assets;

(f) (i) the Bankruptcy Court has entered the Bidding Procedures Order approving the Bidding Procedures, (ii) the Bankruptcy Court has entered the Sale Order approving the Sale of the Acquired Assets and assignment of the Assumed Contracts to Buyer no later than the date that is sixty five (65) days after the Petition Date and (iii) the Closing Date under this Agreement and pursuant to a Sale Order shall occur no later than the date determined in accordance with Bankruptcy Rules 6004(h) and 6006(d), unless in any of the foregoing subsections (f)(i), (f)(ii) or (f)(iii) Buyer agrees, in its sole discretion, to extend the applicable date;

(g) the representations and warranties of Sellers set forth in this Agreement or any of the other Transaction Documents shall be true and correct in all material respects (except for such representations and warranties that contain qualifications as to Material Adverse Effect, materiality or similar standards or qualifiers, which shall be true and correct as so qualified) as of the dates of the Transaction Documents in which such representations or warranties are made, and as of the Closing Date as though made at and as of the Closing Date (except for those representations and warranties which address matters only as of an earlier date in which case such representation or warranty shall have been so true and correct as of such earlier date);

(h) no Action shall be pending against Buyer or Seller which would prevent the Closing contemplated hereby; and

(i) Buyer shall have received the other items required to be delivered to it pursuant to this Agreement.

Any condition specified in this Section 8.2 may be waived by Buyer in its sole and absolute discretion; *provided* that no such waiver shall be effective against Buyer unless it is set forth in a writing executed by Buyer.

Section 8.3 Conditions to Obligations of Sellers. The obligation of Sellers to effect the sale of the Acquired Assets and to consummate the other transactions contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing of the following additional conditions:

(a) Buyer shall have performed and complied in all material respects with the covenants and agreements contained in this Agreement or any of the other Transaction Documents which are required to be performed and complied with by Buyer on or prior to the Closing Date;

(b) the representations and warranties of Buyer set forth in this Agreement or any of the other Transaction Documents shall be true and correct in all material respects (except for such representations and warranties that contain qualifications as to material adverse effect, materiality or similar standards or qualifiers, which shall be true and correct as so qualified) as of the dates of the Transaction Documents in which such representations or warranties are made, and as of the Closing Date as though made at and as of the Closing Date (except for those representations and warranties which address matters only as of an earlier date in which case such representation or warranty shall have been so true and correct as of such earlier date);

(c) Buyer shall have been the successful prevailing bidder at the Auction (if an Auction is held) and the Bankruptcy Court shall have entered the Sale Order approving the Sale of the Acquired Assets and assignment of the Assumed Contracts to Buyer, the Sale Order shall

have become effective in accordance with Bankruptcy Rules 6004(h) and 6006(d), and no Order staying, reversing, modifying or amending the Sale Order shall be in effect on the Closing Date;

(d) No Action shall be pending against Buyer or any Seller which would prevent the Closing contemplated hereby; and

(e) Sellers shall have received the other items, including the Up-Front Payment, required to be delivered to it pursuant to this Agreement.

Any condition specified in this Section 8.3 may be waived by Sellers in their sole and absolute discretion; *provided* that no such waiver shall be effective against Sellers unless it is set forth in a writing executed by Sellers.

ARTICLE 9 TERMINATION; WAIVER

Section 9.1 Termination. This Agreement may be terminated at any time prior to the Closing by:

(a) mutual written consent of Sellers and Buyer;

(b) Sellers or Buyer upon written notice to the other, if any of the conditions to each Party's respective obligations to effect the Closing set forth in Section 8.1, Section 8.2 and/or Section 8.3 are or become incapable of being satisfied on or prior to the respective dates as set forth in such foregoing Sections;

(c) Buyer upon written notice to Sellers if:

(i) Sellers, if not cured within ten (10) days after notice thereof from Buyer, shall have failed to perform or comply with any of the covenants or agreements contained in this Agreement required to be performed and complied with by Sellers prior to Closing such that any of the conditions set forth in Section 8.2 would not then be capable of satisfaction;

(ii) any of the representations and warranties of Sellers contained in this Agreement shall be inaccurate as of the date of this Agreement, or shall have become inaccurate as of a date subsequent to the date of this Agreement (as if made on and as of such subsequent date) and Sellers fail to remedy such inaccuracy within twenty (20) days after notice thereof from Buyer, such that any of the conditions set forth in Section 8.2 would not then be capable of satisfaction as of the date of this Agreement or such subsequent date, as applicable; or

(iii) if the total Cure Amounts payable in respect of the Assumed Contracts and Additional Assumed Contracts exceeds \$700,000;

(d) Sellers upon written notice to Buyer if:

(i) Buyer, if not cured within ten (10) days after receipt of notice thereof from Sellers, shall have failed to perform or comply with any of the covenants or agreements contained in this Agreement to be performed and complied with by Buyer prior to Closing such that any of the conditions set forth in Section 8.3 would not then be capable of satisfaction;

(ii) any of the representations and warranties of Buyer contained in this Agreement shall be inaccurate as of the date of this Agreement, or shall have become inaccurate as of a date subsequent to the date of this Agreement (as if made on and as of such subsequent date) and Buyer fails to remedy such inaccuracy within twenty (20) days after notice thereof from Sellers, such that any of the conditions set forth in Section 8.3 would not then be capable of satisfaction as of the date of this Agreement or such subsequent date, as applicable; or

(iii) if the total Cure Amounts payable in respect of the Assumed Contracts and Additional Assumed Contracts exceeds \$700,000.

(e) (i) by Buyer, by written notice to Sellers, if Sellers enter into a definitive agreement with respect to a Third-Party Sale and Buyer is not the Back-Up Bidder (as defined in the Bidding Procedures), (ii) by either Buyer or Sellers, automatically if the Bankruptcy Court approves a Third-Party Sale and a Third-Party Sale is consummated; or (iii) by Buyer, by written notice to Sellers, if Sellers seek to have any Third-Party Sale approved by the Bankruptcy Court, which for the avoidance of doubt may include the filing of a chapter 11 plan of reorganization or liquidation that proposes a Third-Party Sale or retention of all or any material portion of the Acquired Assets, or the sale of all or substantially all of the assets of Sellers or of the Acquired Assets to a Person (or group of Persons) other than Buyer or an Affiliate of Buyer;

(f) Buyer, upon written notice to Sellers, if prior to the Auction (i) a trustee is appointed in the Bankruptcy Case who does not adopt and continue to prosecute the Bidding Procedures Order, approval of this Agreement and entry of the Sale Order in Buyer's favor or (ii) the Bankruptcy Cases are dismissed or converted to one or more cases under Chapter 7 of the Bankruptcy Code;

(g) Buyer, upon written notice to Sellers, if any court of competent jurisdiction shall enter a judgment or order declaring this Agreement to be unenforceable;

(h) Buyer or Sellers upon written notice to the other, if the Closing shall not have occurred by 5:00 p.m. (Eastern Time) on the date that is ninety (90) days after the Petition Date (the "Outside Date"), which date may be extended by Buyer in its sole discretion upon written notice to Sellers; *provided that* (A) Buyer shall not be entitled to terminate this Agreement pursuant to this Section 9.1(h) if, at the time of such termination, Sellers would then be entitled to terminate this Agreement pursuant to Section 9.1(d), and (B) Sellers shall not be entitled to terminate this Agreement pursuant to this Section 9.1(h) if, at the time of such termination, Buyer would then be entitled to terminate this Agreement pursuant to Section 9.1(c);

(i) Buyer, upon written notice to Sellers, if any of the conditions set forth in Section 8.2 becomes incapable of satisfaction on or prior to the Outside Date; or

(j) Sellers, upon written notice to Buyer, if any of the conditions set forth in Section 8.3 becomes incapable of satisfaction on or prior to the Outside Date.

Section 9.2 Procedure and Effect of Termination. In the event of the valid termination of this Agreement by either Sellers or Buyer pursuant to this Article 9, written notice thereof shall forthwith be given by the terminating Party to the other Party and this Agreement shall terminate and the transactions contemplated hereby shall be abandoned, without further action by any of the Parties; provided, however, that (a) no Party shall be relieved of or released from any Liability arising from any intentional breach by such Party of any provision of this Agreement and (b) the covenants and agreements contained in this Agreement that by their terms are intended to be performed or observed partially or in whole following the termination or expiration of this Agreement shall remain in full force and effect and survive any termination of this Agreement. For the avoidance of doubt, pursuant to the terms of and as provided in Section 3.3(a), Section 7.11 and Section 7.13 and/or under any of Sections 9.1(a) through 9.1(c), Section 9.1(d)(iii), or under Sections 9.1(e) through 9.1(j), the Deposit Escrow Agent shall return the Deposit Amount to Buyer within three (3) Business Days after the occurrence (or notice of such occurrence) set forth in the forgoing Sections of this Agreement. For the further avoidance of doubt, if and in the event this Agreement is terminated based on Buyer breaching or failing to perform or comply with Buyer's covenants and/or agreements contained herein or based on any of Buyer's representations and warranties being or becoming inaccurate, including termination of this Agreement pursuant to Section 9.1(d), and based thereon Buyer is not entitled to return of the Deposit Amount, then in such case Sellers' retention of the Deposit Amount shall be liquidated damages and shall constitute full payment of, and Sellers' exclusive remedy for, any damages suffered by Sellers as a result of any such breach, failure to perform, inaccuracy and/or termination of this Agreement, and thereupon Buyer shall have no further Liability under or in respect of this Agreement, other than for claims of, or causes of action arising from, Buyer's fraud, gross negligence or willful misconduct as determined by Final Order of the Bankruptcy Court.

ARTICLE 10 MISCELLANEOUS PROVISIONS

Section 10.1 Amendment and Modification. This Agreement may be amended, modified or supplemented only by a written instrument signed on behalf of each of Sellers and Buyer making specific reference to this Agreement.

Section 10.2 Survival. None of the representations and warranties of the Parties in this Agreement, in any instrument delivered pursuant to this Agreement, or in the Schedules or Exhibits attached hereto shall survive the Closing, and no Party hereto shall, or shall be entitled to, make any claim or initiate any action against any other Party with respect to any such representation or warranty from or after the Closing. All covenants and agreements contained herein which by their terms contemplate actions or impose obligations following the Closing shall survive the Closing Date and remain in full force and effect in accordance with their respective terms.

Section 10.3 Notices. Any notice, request, instruction or other communication herein required or permitted to be given shall be in writing and may be personally served or sent by facsimile, e-mail or recognized international courier to the addresses set forth below, and shall be deemed to have been given (a), if personally served, when delivered in person, (b) if by e-mail, if

on a Business Day during regular business hours, or, if not on a Business Day, on the next Business Day, and (c) in the case of the case of a recognized international courier, when delivered. Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

(a) If to Sellers, to:

Alliant Technologies, L.L.C.
360 Mt. Kemble Avenue
Morristown, NJ 07960
Attention: Mark P. Cantaluppi, Chief Executive Officer
Telephone: (973) 775-4187
Email: MCantaluppi@tenfour.com

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

Faegre Drinker Biddle & Reath LLP
600 Campus Drive
Florham Park, New Jersey
Attention: Michael P. Pompeo, Esq.
Telephone: (973) 549-7084
Email: michael.pompeo@faegredrinker.com

(b) If to Buyer, to:

Acuative Corporation
30 Two Bridges Road
Fairfield, New Jersey 07004
Attention: Patrick Danna, CFO
Telephone: (862) 962-5601
Email: pdanna@acuative.com

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

Benesch, Friedlander, Coplan & Aronoff LLP
200 Public Square, Suite 2300
Cleveland, Ohio 44114
Attention: William E. Schonberg, Esq.
Robert A. Marchant, Esq.
Telephone: (216)-363-4634
(216) 363-4489
Email: wschonberg@beneschlaw.com
rmarchant@beneschlaw.com

Section 10.4 Assignment. Except as set forth in this Section 10.4, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party (whether by operation of law or otherwise) without the prior written consent of the other Parties, and any such assignment shall be null and void; provided that (a) the rights of Buyer under this Agreement may be assigned by Buyer, without the prior written consent of Sellers but upon prior notice to Sellers, to any Affiliate under common control with Buyer, and (b) the rights of Sellers under this Agreement may be assigned by Sellers after the Closing to any Person, without the prior written consent of Buyer but upon prior notice to Buyer and subject to approval of the Bankruptcy Court in the Bankruptcy cases. Subject to the foregoing, this Agreement and all of the provisions hereof shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns, including, in the case of Seller, a trustee in the Bankruptcy Case.

Section 10.5 Severability. If any non-material term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon a determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible; provided, however, that in doing so, no Party shall be obligated to waive or forego any material right or benefit available to it hereunder.

Section 10.6 Governing Law. Except to the extent that mandatory provisions of the Bankruptcy Code apply, this Agreement, and all claims and causes of action arising out of, based upon, or related to this Agreement or the negotiation, execution or performance hereof, shall be governed by, and construed, interpreted and enforced in accordance with, the Laws of the State of New Jersey, without regard to choice or conflict of law principles that would result in the application of any Laws other than the Laws of the State of New Jersey.

Section 10.7 SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL.

(a) Any Action, claim, suit or Legal Proceeding arising out of, based upon or relating to this Agreement or the transactions contemplated hereby shall be brought solely in the Bankruptcy Court (or any court exercising appellate jurisdiction over the Bankruptcy Court). Each Party hereby irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court (or any court exercising appellate jurisdiction, over the Bankruptcy Court) in respect of any Action, claim, suit or Legal Proceeding arising out of, based upon or relating to this Agreement or any of the rights and obligations arising hereunder, and agrees that it will not bring any action arising out of, based upon or related thereto in any other court; *provided, however*, that, if the Bankruptcy Case is not brought or is dismissed, any action, claim, suit or Legal Proceeding arising out of, based upon or relating to this Agreement or the transactions contemplated hereby shall be heard and determined exclusively in any state or federal court located in the County of Morris, in the State of New Jersey. Each Party hereby irrevocably waives, and agrees not to assert as a defense, counterclaim or otherwise, in any such action, claim, suit or Legal Proceeding, (a) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than

the failure to serve process in accordance with Section 10.3, (b) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) to the fullest extent permitted by applicable Law, any claim that (i) the suit, action or Legal Proceeding in such court is brought in an inconvenient forum, (ii) the venue of such suit, action or Legal Proceeding is improper or (iii) this Agreement or any other agreement or instrument contemplated hereby or entered into in connection herewith, or the subject matter hereof or thereof, may not be enforced in or by such courts. Each Party agrees that notice or the service of process in any action, claim, suit or Legal Proceeding arising out of, based upon or relating to this Agreement or any of the rights and obligations arising hereunder or thereunder, shall be properly served or delivered if delivered in the manner contemplated by Section 10.3.

(b) EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL RIGHT SUCH PARTY MAY HAVE TO TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT OR LEGAL PROCEEDING BETWEEN THE PARTIES HERETO ARISING OUT OF, BASED UPON OR RELATING TO THIS AGREEMENT OR THE NEGOTIATION, EXECUTION OR PERFORMANCE HEREOF.

Section 10.8 Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and which shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile, .pdf or otherwise) to the other Parties.

Section 10.9 Incorporation of Schedules and Exhibits. All Schedules and all Exhibits attached hereto and referred to herein are hereby incorporated herein by reference and made a part of this Agreement for all purposes as if fully set forth herein.

Section 10.10 Entire Agreement. This Agreement (including all Schedules and all Exhibits) constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto, including under the LOI.

Section 10.11 Mutual Drafting; Headings. The Parties participated jointly in the negotiation and drafting of this Agreement and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. If an ambiguity or question of intent or interpretation arises, then this Agreement will accordingly be construed as drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. The descriptive headings and table of contents contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 10.12 No Third-Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their respective successors and permitted assigns and

nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

Section 10.13 Bulk Sales Law. The Parties agree to waive compliance with the requirements and provisions of any “bulk-transfer” Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Acquired Assets to Buyer. The Parties intend that pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any security interests in the Acquired Assets, including any liens or claims 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.

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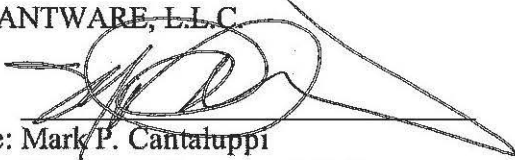
IN WITNESS WHEREOF, the Parties hereto have caused this Asset Purchase Agreement to be executed as of the date first written above.

SELLERS


ALLIANT TECHNOLOGIES, L.L.C.

By: 
Name: Mark P. Cantaluppi
Title: Operating Manger and CEO

ALLIANTWARE, L.L.C.

By: 
Name: Mark P. Cantaluppi
Title: Operating Manger and CEO

RED FORGE, LLC

By: 
Name: Mark P. Cantaluppi
Title: Operating Manger and CEO

BUYER

ACUATIVE CORPORATION (OR
ASSIGNEE)

By: _____
Name:
Title:

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused this Asset Purchase Agreement to be executed as of the date first written above.

SELLERS

ALLIANT TECHNOLOGIES, L.L.C.

By: _____

Name:

Title:

ALLIANTWARE, L.L.C.

By: _____

Name:

Title:

Red Forge, LLC

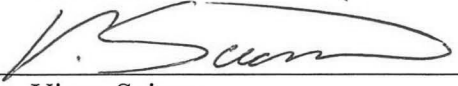
By: _____

Name:

Title:

BUYER

ACUATIVE CORPORATION (OR ASSIGNEE)

By:  _____

Name: Vince Sciarra

Title: Chief Executive Officer

[Signature Page to Asset Purchase Agreement]

Seller Schedules

FDBR DRAFT: 12/18/2021

DISCLOSURE SCHEDULES
TO THE
ASSET PURCHASE AGREEMENT
BY AND AMONG
ALLIANT TECHNOLOGIES, L.L.C., DBA TENFOUR,
ALLIANTWARE, L.L.C.,
RED FORGE LLC
AND
ACUATIVE CORPORATION
Dated as of
DECEMBER __, 2021

THESE DISCLOSURE SCHEDULE (these “Disclosure Schedules”) are furnished pursuant to the Asset Purchase Agreement (the “Agreement”), by and among Alliant Technologies, L.L.C., a New Jersey limited liability company, AlliantWare, L.L.C., a New Jersey limited liability company, Red Forge LLC, a New Jersey limited liability company (each, a “Seller,” and collectively, the “Sellers”), and Acuative Corporation, a New Jersey corporation, or its assignee pursuant to Section 10.4 of the Agreement (the “Buyer”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement. The term “as amended” shall mean, with respect to an agreement, such agreement as amended by amendments, addendums and other documents made available to Buyer in the virtual data room at least one (1) Business Day prior to the date of the Agreement.

The representations and warranties of each Seller in Article V of the Agreement are made subject to the exceptions and qualifications set forth herein. These Disclosure Schedules are qualified in their entirety by reference to specific provisions of the Agreement, and are not intended to constitute, and shall not be construed as constituting, separate representations or warranties of any Seller. Nothing in these Disclosure Schedules is intended to enlarge or enhance any representation, warranty or covenant of any Seller contained in the Agreement, except to the extent provided in the Agreement.

All section headings in these Disclosure Schedules correspond to the sections of the Agreement, but information provided in any section of these Disclosure Schedules shall constitute disclosure for purposes of each section of the Agreement where such information is relevant. Unless the context otherwise requires, all capitalized terms used in these Disclosure Schedules shall have the respective meanings assigned to such terms in the Agreement. Certain information set forth in these Disclosure Schedules is included solely for informational purposes, and may not be required to be disclosed pursuant to the Agreement. No reference to or disclosure of any item or other matter in these Disclosure Schedules shall be construed as an admission or indication that such item or other matter is required to be referred to or disclosed in these Disclosure Schedules. No disclosure in these Disclosure Schedules relating to any possible breach or violation of any agreement or Law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. The inclusion of any information in these Disclosure Schedules shall not be deemed to be an admission or acknowledgment by Sellers that in and of itself, such information is material to or outside the ordinary course of the business or is required to be disclosed on these Disclosure Schedules.

The information contained in these Disclosure Schedules is disclosed solely for purposes of the Agreement, and no information contained herein or therein shall be deemed to be an admission by any party hereto to any third party of any matter whatsoever (including, without limitation, any violation of applicable law or breach of contract). No Seller assumes any responsibility to any Person that is not a party to the Agreement for the accuracy of any information herein. The information was not prepared or disclosed with a view to its potential disclosure to others. This information is disclosed in confidence for the purposes contemplated in the Agreement and is subject to the confidentiality provisions of the Agreement.

Section 2.5

Contracts Schedule

Lease Contracts

Contract name and date	Cure Amount (if any)
Equipment Financing Agreement, Agreement #1020-0009390, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Wintrust Specialty Finance, dated June 11, 2021	
PNC Equipment Finance Lease, by and between Alliant Technologies, L.L.C., d/b/a TenFour and PNC Equipment Finance, LLC, dated September 25, 2018	
Correction Addendum, Agreement #40810482, by and between Navitas Credit Corp. and Alliant Technologies, L.L.C. d/b/a TenFour, dated January 26, 2021	
Equipment Finance Agreement, Agreement #40900262, by and between Navitas Credit Corp. and Alliant Technologies, L.L.C. d/b/a TenFour, dated September 17, 2021	
Equipment Finance Agreement, Agreement #40884064, by and between Navitas Credit Corp. and Alliant Technologies, L.L.C. d/b/a TenFour, dated August 4, 2021	
Equipment Finance Agreement, Number 105473.001, by and between Meridian Equipment Finance LLC and Alliant Technologies, L.L.C. d/b/a TenFour, dated May 25, 2021	
Equipment Finance Agreement, Agreement #40596234, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Navitas Credit Corp., dated June 17, 2019	
Lease Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and LEAF Capital Funding, LLC, dated November 14, 2017, as amended by that certain Addendum to Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and LEAF Capital Funding, LLC, dated June 11, 2018	
Business Lease Agreement, Lease Number 14128294147394USA9.1, by and between Alliant Technologies, L.L.C. d/b/a TenFour and HP Financial Services Company, dated February 26, 2019	
Transaction Finance Agreement, Agreement Number 046375, by and between Alliant Technologies, L.L.C. d/b/a TenFour and IBM Credit LLC, dated February 1, 2018	

Installment Payment Agreement Reference, Number 500-50139367, by and between Cisco Systems Capital Corporation and Alliant Technologies, L.L.C. d/b/a TenFour, dated August 25, 2020	
Equipment Finance Agreement, Agreement Number 50945, by and between Alliant Technologies, L.L.C. d/b/a TenFour and BFG Corporation d/b/a Byline Financial Group, dated July 14, 2020	
Equipment Financing Agreement, Number 300-2506132-001, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Bank of the West Equipment Finance, dated March 16, 2020	
Equipment Financing Agreement, Number 300-0125873-001, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Bank of the West Equipment Finance., dated December 2, 2019	
Equipment Finance Agreement, Agreement Number 141249-001, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Balboa Capital Corporation., dated July 30, 2019	
Lease Agreement, Agreement Number ACS-00074-0008, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Arrow Capital Solutions, Inc., dated June 19, 2020	
Lease Agreement, Agreement Number ACS-00074-0009, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Arrow Capital Solutions, Inc., dated June 19, 2020	
Lease Agreement, Agreement Number ACS-00074-0007, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Arrow Capital Solutions, Inc., dated May 12, 2020	
Retail Installment Sale Contract, Simple Finance Charge, Order Number 13044, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Maplecrest Lincoln Mercury Inc., dated May 20, 2016	
Equipment Financing Agreement, Agreement Number 141249-003 by and between Alliant Technologies, L.L.C. d/b/a TenFour and Balboa Capital Corporation, dated October 12,2021	
Lease Agreement 500-50243308 between Alliant Technologies, L.L.C. d/b/a TenFour and Cisco Systems Capital Corporation dated March 11, 2021	
Lease Agreement 25569656 between Alliant Technologies, L.L.C. and Cisco Systems Capital Corporation dated July 24, 2019	
Lease Agreement under Master Equipment Lease number TSM04096 Schedule K between DDI Leasing, Inc. and Alliant Technologies, L.L.C. dated February 24, 2020, assigned to CIT Bank, NA on February 26, 2020	

Lease Agreement under Master Equipment Lease number TSM04096 Schedule G between DDI Leasing, Inc. and Alliant Technologies, L.L.C. dated November 15, 2018, assigned to CIT Bank, NA on February 1, 2019	
Lease Agreement under Master Equipment Lease number TSM04096 Schedule J between DDI Leasing, Inc. and Alliant Technologies, L.L.C. dated January 23, 2020, assigned to Western Equipment Finance, Inc. on January 27, 2020	
Lease Agreement between Leaf Capital Funding, LLC and Alliant Technologies, L.L.C. dated June 18, 2018	
Equipment Financing Agreement between Key Equipment Finance and Alliant Technologies, L.L.C. dated September 24, 2019	
Equipment Finance Agreement between TIAA Commercial Finance and Alliant Technologies, L.L.C. dated November 18, 2019	
Lease Agreement under Master Equipment Lease number TSM04096 Schedule L between DDI Leasing, Inc. and Alliant Technologies, L.L.C. dated May 6, 2020, assigned to CIT Bank, NA on May 8, 2020	
Lease Agreement, Agreement Number ACS-00074-0006, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Arrow Capital Solutions, Inc., dated May 11, 2020	
Equipment Finance Agreement number 1857989001 between Macquarie Equipment Capital, Inc. and Alliant Technologies, L.L.C. dated October 12, 2020	
Lease Agreement 500-50184273 between Alliant Technologies, L.L.C. and Cisco Systems Capital Corporation dated October 27, 2020	
Lease Agreement 500-50184274 between Alliant Technologies, L.L.C. and Cisco Systems Capital Corporation dated November 1, 2020	
Lease Agreement 500-50203362 between Alliant Technologies, L.L.C. and Cisco Systems Capital Corporation dated July 23, 2020	
Equipment Finance Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and LEAF Capital Funding, LLC, dated January 22, 2021	
Lease Agreement number 40492622 between Navitas Credit Corp. and Alliant Technologies, L.L.C. dated August 14, 2018	
Lease Agreement between Wells Fargo Financial Leasing, Inc. and Alliant Technologies, L.L.C. dated December 30, 2020	

The Following Payment Schedule Documents are Included in the Data Room

CIT DOCUMENTS in DATA ROOM

Customer	Schedule	Finance Date	P&I Due 2022+	DOCUMENTS		WORKPAPERS	
				CIT Close	5/3 Docs	CI/ITU	Payment
Dean Foods	1	3/31/2016	No	✓	✓	✓	✓
Dean Foods	2	6/16/2016	No	✓	✓	✓	✓
Dean Foods	3	8/23/2016	No	✓	✓	✓	✓
Dean Foods	4	2/24/2017	Yes	✓	✓	✓	✓
Dairy Farmers	1	9/16/2016	No	✓	✓	✓	✓
Dairy Farmers	2	1/23/2017	No	✓	✓	✓	✓
Dairy Farmers	3	2/22/2017	No	✓	✓	✓	✓
Dairy Farmers	4	3/13/2017	No	✓	✓	✓	✓
Dairy Farmers	5	5/22/2017	No	✓	✓	✓	✓
Dairy Farmers	6	8/10/2017	No	✓	✓	✓	✓
Dairy Farmers	7	10/30/2017	No	✓	✓	✓	✓
Dairy Farmers	8	1/19/2018	Yes	✓	✓	✓	✓
Dairy Farmers	9	4/30/2018	Yes	✓	✓	✓	✓
Dairy Farmers	10	9/14/2018	Yes	✓	✓	✓	✓
Dairy Farmers	11	12/17/2018	Yes	✓	✓	✓	✓
Dairy Farmers	12	3/12/2019	Yes	✓	✓	✓	✓
Dairy Farmers	13	6/26/2019	Yes	✓	✓	✓	✓
Dairy Farmers	14	8/30/2019	Yes	✓	✓	✓	✓
Dairy Farmers	15	12/13/2019	Yes	✓	✓	✓	✓
Dairy Farmers	16	2/6/2020	Yes	✓	✓	✓	✓
Dairy Farmers	17	3/4/2020	Yes	✓	✓	✓	✓
Dairy Farmers	18	6/29/2020	Yes	✓	✓	✓	✓
Dairy Farmers	19	8/19/2020	Yes	✓	✓	✓	✓
Dairy Farmers	20	12/7/2020	Yes	✓	✓	✓	✓
Dairy Farmers	21	1/28/2021	Yes	✓	✓	✓	✓
Dairy Farmers	22	5/17/2021	Yes	✓	✓	✓	✓
Dairy Farmers	23	4/6/2021	Yes	✓	✓	✓	✓
Dairy Farmers	24	9/9/2021	Yes	✓	✓	✓	✓
Dairy Farmers	25	11/9/2021	Yes	✓	✓	✓	✓
Collette	1	11/19/2018	No	✓	✓	✓	✓
Collette	2	5/23/2019	Yes	✓	✓	✓	✓
Hussmann	1	11/5/2019	Yes	✓	✓	✓	✓
Hussmann	2	2/28/2020	Yes	✓	✓	✓	✓
Rexel	1	4/20/2015	No	n/a	n/a	n/a	n/a
Rexel	2	3/29/2016	No	n/a	n/a	n/a	n/a
Rexel	3	6/23/2016	No	n/a	n/a	n/a	n/a
Rexel	4	12/14/2016	Yes	n/a	n/a	n/a	n/a
Rexel	5	2/3/2017	Yes	n/a	n/a	n/a	n/a
Rexel	6	3/17/2017	Yes	n/a	n/a	n/a	n/a
Rexel	7	4/20/2017	Yes	n/a	n/a	n/a	n/a

Customer Contracts

Contract name and date	Cure Amount (if any)
Master Services Agreement, by and between Alliant Technologies, L.L.C. and 4C Foods Corp, dated August 5, 2015, as amended by that certain Amendment, by and between Alliant Technologies, L.L.C. d/b/a TenFour and 4C Foods Corp, dated April 29, 2020	
TenFour Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and 4C Foods Corp, dated April 29, 2020	
Acknowledgment and Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and 8490 Sunset Boulevard (WH) Owners, LLC, dated July 25, 2017, assigning that certain Master Services Agreement and Alliant Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and 8490 Sunset Boulevard (WH) Owners, LLC, dated December 20, 2016 to 8490 WeHo Opco, L.P.	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Allegheny Electric Cooperative, Inc., dated April 4, 2017	
TenFour Service Addendum Continuous Infrastructure Services, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Allegheny Electric Cooperative, Inc., dated May 1, 2017	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Bassett Furniture Industries, Incorporated, dated July 15, 2021	
TenFour Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Bassett Furniture Industries, Incorporated, dated July 15, 2021	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Beacon Sales Acquisition, Inc., dated May 7, 2018*	
TenFour Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour Beacon Sales Acquisition, Inc., dated May 7, 2018*	
Transitional Managed Services Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Beacon Sales Acquisition, Inc., dated June 12, 2020*	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour Brighton Cromwell, LLC, dated Augusts 24, 2017	
TenFour Service Addendum Continuous Infrastructure Services, by and between Alliant Technologies, L.L.C. d/b/a TenFour Brighton Cromwell, LLC, dated August 24, 2017	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Campbell Soup Company, dated August 16, 2012	
Alliant Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Campbell Soup Company, dated August 16, 2012	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Collette Travel Services, dated March 22, 2018	
Transitional Managed Services Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Collette Travel Services, dated March 22, 2018	
TenFour Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Collette Travel Services, dated March 22, 2018	

Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Dairy Farmers of America, Inc., dated April 28, 2016, as amended by that certain Amendment, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Dairy Farmers of America, Inc., dated November 1, 2020*	
Alliant Service Addendum Continuous Infrastructure Services, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Dairy Farmers of America, Inc., dated April 28, 2016*	
TenFour Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Dairy Farmer of America, Inc., dated November 1, 2020*	
Transitional Managed Services Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Dairy Farmers of America, Inc., dated January 4, 2021*	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and DHG Management Company, LLC, dated August 15, 2015	
Alliant Service Addendum Continuous Infrastructure Services, by and between Alliant Technologies, L.L.C. d/b/a TenFour and DHG Management Company, LLC, dated August 1, 2015	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Edsal Manufacturing Company, LLC, dated October 6, 2021	
TenFour Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Edsal Manufacturing Company, LLC, dated October 6, 2021	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Emerson Radio Corporation, dated February 11, 2019	
Transitional Managed Services Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Emerson Radio Corporation, dated February 11, 2019	
AlliantWare, LLC Quote, Everett Collections – Cisco Spark – 3 year term, Services #MP011174, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Everett Collection, Inc., dated February 8, 2019	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Hussmann Corporation, dated May 1, 2019*	
Transitional Managed Services Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Hussmann Corporation, dated May 3, 2021*	
TenFour Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Hussmann Corporation, dated May 1, 2019*	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and IDB Bank, dated July 12, 2016	
Alliant Service Addendum Continuous Infrastructure Services, by and between Alliant Technologies, L.L.C. d/b/a TenFour and IDB Bank, dated July 31, 2016	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and KII Telecommunications, LLC, dated July 31, 2018	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and LifeScan Global Corporation, dated January 9, 2019*	

TenFour Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and LifeScan Global Corporation, dated January 9, 2019*	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and L'Oreal USA, dated December 18, 2012	
SmartWatch Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and L'Oreal USA, dated December 18, 2012	
Engineering Repair Response Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and L'Oreal USA, dated December 18, 2012	
SmartCure Repair Response Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and L'Oreal USA, dated December 18, 2012	
Managed Authentication Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and L'Oreal USA, dated December 18, 2012	
PCM Onsite Tier III Engineering/Administration Option Service Executable, by and between Alliant Technologies, L.L.C. d/b/a TenFour and L'Oreal USA, dated December 18, 2012	
Remote Monitoring and Management Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and L'Oreal USA, dated December 18, 2012	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Metropolitan Trucking, Inc., dated January 29, 2019	
TenFour Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Metropolitan Trucking, Inc., dated January 29, 2019	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Prairie Farms Dairy, Inc., dated June 15, 2020	
TenFour Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Prairie Farms Dairy, Inc., dated June 25, 2020	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Premier Logistics Solutions, dated March 8, 2019	
TenFour Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Premier Logistics Solutions, dated March 6, 2019	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Princeton Orthopaedic Associates, P.A., dated January 3, 2018	
TenFour Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Princeton Orthopaedic Associates, P.A., dated January 3, 2019	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Readington Township, dated June 16, 2020	
TenFour Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Readington Township, dated June 16, 2016	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Rexel Holdings USA Corp., dated May 10, 2017	
Alliant Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Rexel Holdings USA Corp., dated June 13, 2014	
Alliant Service Addendum Update, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Rexel Holdings USA Corp., dated February 18, 2015	

Alliant Service Addendum Update No. 2, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Rexel Holdings USA Corp., dated October 28, 2015	
Service Addendum Update No. 3, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Rexel Holdings USA Corp., dated May 25, 2017	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Roland Foods, LLC, dated October 21, 2016	
Alliant Service Addendum Continuous Infrastructure Services, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Roland Foods, LLC, dated October 26, 2016	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and SAF-HOLLAND, INC., dated June 18, 2019	
ITU Discount Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and SAF-HOLLAND, INC., dated June 18, 2019	
Master Services Agreement, by and between Alliant-Cay, LLC d/b/a Alliant Managed Services and Studley, Inc., dated August 18, 2011	
Service Addendum, Remote Monitoring and Management, by and between Alliant-Cay, LLC d/b/a Alliant Managed Services and Studley, Inc., dated August 18, 2011	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and SeaSpine Orthopedics Corporation, dated August 15, 2018	
TenFour Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and SeaSpine Orthopedics Corporation, dated September 4, 2018	
Engineering Repair Response Service Addendum, by and between Alliant Technologies, L.L.C. and Skanska USA Building Inc., dated January 1, 2014	
Master Services Agreement, by and between Alliant Technologies, L.L.C. and Skanska USA Inc., dated March 1, 2012	
Remote Monitoring and Management Service Addendum, by and between Alliant Technologies, L.L.C. and Skanska USA Building Inc., dated January 7, 2014	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and The Moore Company, dated August 7, 2017	
TenFour Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and The Moore Company, dated February 10, 2021	
Transitional Managed Services Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and The Moore Company, dated August 7, 2017	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Township of Jefferson, dated May 15, 2019	
Transitional Managed Services Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Township of Jefferson, dated May 7, 2019	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Wakefern Foods Corp., dated July 24, 2014, as amended by that certain Amendment, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Wakefern Food Corp., dated August 5, 2019*	
Alliant Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Wakefern Food Corp., dated July 24, 2014*	

TenFour Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Wakefern Food Corp., dated August 7, 2019*	
Alliant Service Addendum for KII, by and between Alliant Technologies, L.L.C. and World Kitchen, LLC, dated April 20, 2016	
KII Participation Agreement, by and between Alliant Technologies, L.L.C. and World Kitchen, LLC, dated April 20, 2016	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Britax Childcare Group Limited and its Affiliates, dated December 10, 2021	
Transitional Managed Services Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Britax Childcare Group Limited and its Affiliates, dated December 10, 2021	

* Customer contracts denoted with an asterisk (*) are with top 5 customers

Supplier Contracts

Contract name and date	Cure Amount (if any)
DSR Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Diversified Systems Resources, dated March 4, 2013	
Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Cologix US, Inc., dated October 28, 2016*	
Service Order, Service Order #33833, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Cologix US, Inc., dated February 17, 2021*	
Service Order, Service Order #33831, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Cologix US, Inc., dated February 17, 2021*	
Service Order, Service Order #33796, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Cologix US, Inc., dated February 17, 2021*	
Network Services Schedule, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Cologix US, Inc., dated October 28, 2016*	
Colocation Services Schedule, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Cologix US, Inc., dated October 28, 2016*	
Sales Terms and Conditions, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Ingram Micro, undated*	
WorkMarket Terms of Use Agreement for Users, by and between Alliant Technologies, L.L.C. d/b/a TenFour and WorkMarket, Inc., undated	
Zscaler Reseller Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Zscaler, Inc., dated October 31, 2017*	
Terms and Conditions of Sale, by and between AlliantWare, L.L.C. and Westcon Group North America, Inc., dated October 19, 2015*	
Quote, by and between ScienceLogic, Inc. and Alliant Technologies, L.L.C. d/b/a TenFour, dated September 16, 2021	
Quote JM9202021, by and between LogicVein, Inc. and Alliant Technologies, L.L.C. d/b/a TenFour, dated September 20, 2021	
Fixed Price Statement of Work, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Oracle America, Inc., dated January 16, 2020	
Subscription Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Oracle America, Inc., dated January 9, 2020	
Payment Schedule, Software No. 114653, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Oracle America, Inc., dated January 16, 2020	

Payment Plan Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Oracle America, Inc., dated January 16, 2020	
Estimate #606863, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Oracle America, Inc., dated January 16, 2020	
Invoice #19942021, by and between Alliant Technologies, L.L.C. d/b/a TenFour and salesforce.com, inc., dated July 13, 2021	
Order Form, Quote Number Q-02676352, by and between Alliant Technologies, L.L.C. d/b/a TenFour and salesforce.com, inc., dated July 15, 2019	
Order Form, Order Number ORD1294616-11, by and between Alliant Technologies, L.L.C. d/b/a TenFour and ServiceNow, Inc., dated August 17, 2021	
SureTax Order, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Wolters Kluwer, dated December 11, 2015	
CCH Sales and Use Tax Master Product Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Wolters Kluwer company, dated September 2020	
TenFour Subcontractor Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Essintial Enterprise Solutions, LLC, dated November 1, 2021	

* Supplier contracts denoted with an asterisk (*) are with top 5 suppliers

Real Estate Leases

Contract name and date	Cure Amount (if any)
Office Lease Agreement, by and between AO Mt. Kemble, LLC and Alliant Technologies, L.L.C. d/b/a TenFour, dated February 28, 2014, as amended by that certain First Amendment, by and between AO Mt. Kemble, LLC and Alliant Technologies, L.L.C. d/b/a TenFour, dated April 2, 2014, as amended by that certain Second Amendment, by and between AO Mt. Kemble, LLC and Alliant Technologies, L.L.C. d/b/a TenFour, dated March 10, 2016, as amended by that Third Amendment, by and between Mount Kemble Corporate Center, LLC and Alliant Technologies, L.L.C. d/b/a TenFour, dated December 10, 2020	

Material IP Contracts

Contract name and date	Cure Amount (if any)
Microsoft 365 Business Standard 82 Licenses	
License Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Red Forge LLC, dated January 13, 2014	
Mimecast email retention and auditing 100 Licenses	
Box file sharing and storage 110 Licenses	
Adobe Acrobat CC 3 Licenses	
Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Red Forge LLC, dated January 13, 2014	
Fixed Price Statement of Work, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Oracle America, Inc., dated January 16, 2020	
Subscription Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Oracle America, Inc., dated January 9, 2020	

Payment Schedule, Software No. 114653, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Oracle America, Inc., dated January 16, 2020	
Payment Plan Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Oracle America, Inc., dated January 16, 2020	
Estimate #606863, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Oracle America, Inc., dated January 16, 2020	

Section 5.4(a)

No Violation; Consents

The following real estate contracts require the other party's prior written consent for an assignment:

- Office Lease Agreement, by and between AO Mt. Kemble, LLC and Alliant Technologies, L.L.C. d/b/a TenFour, dated February 28, 2014, as amended by that certain First Amendment, by and between AO Mt. Kemble, LLC and Alliant Technologies, L.L.C. d/b/a TenFour, dated April 2, 2014, as amended by that certain Second Amendment, by and between Mount Kemble Corporate Center, LLC and Alliant Technologies, L.L.C. d/b/a TenFour, dated March 10, 2016, as amended by that Third Amendment, by and between AO Mt. Kimble, LLC and Alliant Technologies, L.L.C. d/b/a TenFour, dated December 10, 2020

The following insurance policies require the insurer's prior written consent for an assignment:

- Worker's Compensation Policy, Policy Number 34 WBC AL2YAZ
- Package Coverage Policy, Policy Number ZLP-71N39205-21-I5
- Umbrella Liability Policy, Policy Number CUP-9R680858-21-I5

The following lease contracts require the other party's consent for an assignment:

- Alliance Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Cisco Systems, Inc., dated January 23, 2020
- Mutual Non-Disclosure and Confidentiality Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Cisco Systems, Inc., dated March 10, 2019
- PNC Equipment Finance Lease, by and between Alliant Technologies, L.L.C., d/b/a TenFour and PNC Equipment Finance, LLC, dated September 25, 2018
- Equipment Financing Agreement, Agreement #1020-0009390, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Wintrust Specialty Finance, dated June 11, 2021
- Correction Addendum, Agreement #40810482, by and between Navitas Credit Corp. and Alliant Technologies, L.L.C. d/b/a TenFour, dated January 26, 2021
- Equipment Finance Agreement, Agreement #40900262, by and between Navitas Credit Corp. and Alliant Technologies, L.L.C. d/b/a TenFour, dated September 17, 2021
- Equipment Finance Agreement, Agreement #40884064, by and between Navitas Credit Corp. and Alliant Technologies, L.L.C. d/b/a TenFour, dated August 4, 2021
- Equipment Finance Agreement, Agreement #40596234, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Navitas Credit Corp., dated June 17, 2019
- Installment Payment Agreement Reference, Number 500-50139367, by and between Cisco Systems Capital Corporation and Alliant Technologies, L.L.C. d/b/a TenFour, dated August 25,

2020

- Lease Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and LEAF Capital Funding, LLC, dated November 14, 2017, as amended by that certain Addendum to Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and LEAF Capital Funding, LLC, dated June 11, 2018
- Transaction Finance Agreement, Agreement Number 046375, by and between Alliant Technologies, L.L.C. d/b/a TenFour and IBM Credit LLC, dated February 1, 2018
- Lease Agreement, Number TFV 139731, by and between Cisco Systems Capital Corporation and Alliant Technologies, L.L.C. d/b/a TenFour, dated July 24, 2019
- Equipment Finance Agreement, Agreement Number 50945, by and between Alliant Technologies, L.L.C. d/b/a TenFour and BFG Corporation d/b/a Byline Financial Group, dated July 14, 2020
- Equipment Financing Agreement, Number 300-2506132-001, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Bank of the West Equipment Finance, dated March 16, 2020
- Equipment Financing Agreement, Number 300-0125873-001, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Bank of the West Equipment Finance, dated December 2, 2019
- Lease Agreement, Agreement Number ACS-00074-0008, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Arrow Capital Solutions, Inc., dated June 19, 2020
- Lease Agreement, Agreement Number ACS-00074-0009, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Arrow Capital Solutions, Inc., dated June 19, 2020
- Lease Agreement, Agreement Number ACS-00074-0007, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Arrow Capital Solutions, Inc., dated May 12, 2020

The following customer contracts require the other party's consent for an assignment:

- Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and SeaSpine Orthopedics Corporation, dated August 15, 2018
- TenFour Service Addendum, by and between Alliant Technologies, L.L.C. d/b/a TenFour and SeaSpine Orthopedics Corporation, dated September 4, 2018

The following supplier contracts require the other party's consent for an assignment:

- DSR Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Diversified Systems Resources, dated March 4, 2013
- Master Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Cologix US, Inc., dated October 28, 2016
- Sales Terms and Conditions, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Ingram Micro, undated
- WorkMarket Terms of Use Agreement for Users, by and between Alliant Technologies, L.L.C. d/b/a TenFour and WorkMarket, Inc., undated
- Zscaler Reseller Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Zscaler, Inc., dated October 31, 2017
- Terms and Conditions of Sale, by and between AlliantWare, L.L.C. and Westcon Group North America, Inc., dated October 19, 2015
- Quote, by and between ScienceLogic, Inc. and Alliant Technologies, L.L.C. d/b/a TenFour, dated September 16, 2021
- Subscription Services Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Oracle America, Inc., dated January 9, 2020
- Payment Schedule, Software No. 114653, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Oracle America, Inc., dated January 16, 2020
- Order Form, Quote Number Q-02676352, by and between Alliant Technologies, L.L.C. d/b/a TenFour and salesforce.com, inc., dated July 15, 2019
- Order Form, Order Number ORD1294616-11, by and between Alliant Technologies, L.L.C. d/b/a TenFour and ServiceNow, Inc., dated August 17, 2021
- CCH Sales and Use Tax Master Product Agreement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Wolters Kluwer company, dated September 2020

Section 5.5

Legal Proceedings and Orders

- Claim 000013502730, brought by Kristy Koller against Alliant Technologies, L.L.C. et. al. on or about June 11, 2020, alleging discrimination, retaliation, and wrongful termination, hostile work environment, aiding and abetting wrongful conduct, fictitious party allegations and breach of contract stemming from termination while on leave due to a work-related back injury

Section 5.10

Absence of Certain Changes

Since December 31, 2020, the Business was conducted in the ordinary course substantially consistent with past practices, except for the commencement of the Bankruptcy Cases and the fact that the Business is operating while in bankruptcy.

Section 5.11(a)

Seller Benefit Plans

The Sellers are party to the following employment/compensation agreements:

- Executive Compensation Letter, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Sonia Spicehandler, dated April 8, 2021, as amended by that certain Executive Compensation Letter Update, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Sonia Spicehandler, dated June 15, 2021
- Executive Compensation Letter, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Robert C. Peterson, dated August 10, 2021
- Executive Compensation Letter, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Douglas H. Place, dated April 16, 2021, as amended by that certain Executive Compensation Letter Update, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Douglas H. Place, dated June 15, 2021
- Leadership Compensation Letter, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Kathleen Patterson, dated March 18, 2021
- 2021 Compensation Letter, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Gary Finkel, dated March 24, 2021

The Sellers are party to the following consulting agreements:

- Letter of Engagement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Stephen M. Kocan, dated March 21, 2013, as amended by that certain Amendment to the Letter of Engagement, by and between Alliant Technologies, L.L.C. d/b/a TenFour and Stephen M. Kocan, dated May 26, 2017
- Statement of Work, by and between Stephen M. Kocan and Alliant Technologies, L.L.C. d/b/a TenFour, dated April 2021
- Letter of Engagement, by and between Alliant Technologies, L.L.C. d/b/a TenFour, Peregrine Associates, L.L.C. and John J. Breeman, dated November 10, 2021

The Sellers provide the following sales/bonus compensation plans:

- 2021 Account Manager and Senior Account Manager Sales & Compensation Policies, effective January 1, 2021, updated as of July 1, 2021
- 2021 Business Development Executive Sales & Compensation Policies, effective January 1, 2021, updated as of July 1, 2021
- 2021 Business Development Representative Sales & Compensation Policies, effective January 1, 2021, updated as of July 1, 2021

- 2021 Customer Solutions Architect Sales & Compensation Policy, effective January 1, 2021, updated as of July 1, 2021
- 2021 Management Bonus Plan & 2021 Employee (Non-Management) Bonus Plan, effective January 1, 2021

The Sellers provide the following benefits:

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Disability Income Benefits
- Life Insurance
- Medical Flexible Spending Account
- Dependent Care Flexible Spending Account
- Health Reimbursement Account
- 401(k) Retirement Account
- Employee cell phone / cell phone reimbursement plan
- Data / internet reimbursement for qualifying employees
- Paid time off benefits

Section 5.11(d)

Compliance with Labor Laws/WARN Act

- None.

Section 5.13(a)

Registered Intellectual Property

Registered IP of the Sellers:

Registered Trademarks

Owner	Trademark	Registration No.	Registration Date	Comments
Red Forge LLC	SmartWare	4,746,229	June 2, 2015	Continued use filed May 1, 2021
Red Forge LLC	Red Forge	4,815,758	September 22, 2015	Continued use filed September 17, 2021
Red Forge LLC	Red Forge Anvil Mark	4,815,759	September 22, 2015	Continued use filed September 17, 2021
Red Forge LLC	CIS	4,815,760	September 22, 2015	Continued use filed September 17, 2021
Red Forge LLC	Red Forge Technologies	4,839,270	October 27, 2015	
Alliant Technologies, L.L.C.	TENFOUR word mark	5,368,250	January 2, 2018	
Alliant Technologies, L.L.C.	ITU wordmark	Serial Number 87915957	May 10, 2018	Potential to revive

Actions involving registered IP of the Sellers:

- None.

All actions that must be taken by Sellers within 90 days of the Closing Date with respect to Seller Registered IP, including the payment of any registration, maintenance or renewal fees or the filing of any documents, applications or certificates:

- None.

Section 5.13(d)

Third-Party Intellectual Property Rights

- None.

Section 5.14(a)

Tax Returns

- All tax returns required to be filed by Sellers have been filed. Sales and Use Taxes and Telecom Taxes, Fees and Surcharges due for the months of November and December will be timely filed and paid by the Sellers in December and January, respectively, as the Taxes, Fees and Surcharges come due.

Section 5.14(b)

Tax Encumbrances

- None.

Section 5.15

Insurance

Insurance Policy	Policy Number	Insurer	Coverage	Renewal Date
Worker's Compensation Policy	34 WBC AL2YAZ	The Hartford Financial Services Group, Inc.	Bodily injury by accident; bodily injury by disease	May 1, 2022
Package Coverage Policy	ZLP-71N39205-21-I5	Travelers Property Casualty Company of America	Property coverage; commercial general liability coverage; employee benefits liability coverage	May 1, 2022
Umbrella Liability Policy	CUP-9R680858-21-I5	Travelers Property Casualty Company of America	Excess follow-form coverage; umbrella coverage	May 1, 2022
Auto Insurance Policy	BA-9R679546-21-I5-G	Travelers Property Casualty Company of America	Commercial automobile coverage	May 1, 2022

Exhibit A

Deposit Escrow Agreement

FINAL – Subject to Client Review

ESCROW AGREEMENT

THIS MASTER ESCROW AGREEMENT, dated as of December __, 2021 (“Master Escrow Agreement”), is by and between among Alliant Technologies, L.L.C., a New Jersey limited liability company, AlliantWare, L.L.C., a New Jersey limited liability company, Red Forge LLC, a New Jersey limited liability company (collectively, the “Recipient”) and **U.S. Bank National Association**, a national banking association, as Escrow Agent hereunder (“Escrow Agent”). In addition, any Person who executes a Joinder in Master Escrow Agreement (defined below) shall become a party to this Master Escrow Agreement as a “Depositor” (as established by such Joinder in Master Escrow Agreement) for all periods from and after the date of such Joinder in Master Escrow Agreement to the same extent as if such Person had originally executed this Master Escrow Agreement.

BACKGROUND

A. Recipient anticipates entering into agreements with various entities (each, a “Depositor” and each such agreement, an “Underlying Agreement”) pursuant to which such Depositors will become parties to this Master Escrow Agreement by way of a Joinder in Master Escrow Agreement as defined below.

B. Escrow Agent has agreed to accept, hold, and disburse the funds deposited with it and the earnings thereon in accordance with the terms of this Master Escrow Agreement and each applicable Joinder in Master Escrow Agreement.

STATEMENT OF AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Definitions. The following terms shall have the following meanings when used herein:

“Depositor Representative” shall mean each person so designated by Depositor pursuant to this Master Escrow Agreement (or any Joinder in Master Escrow Agreement) as a Depositor Representative; or any other person designated in a writing signed by a Depositor and delivered to Escrow Agent and the Recipient Representative, if applicable, in accordance with the notice provisions of this Master Escrow Agreement, to act as its representative under this Master Escrow Agreement.

“Escrow Funds” shall mean the funds deposited with Escrow Agent by the Depositor under this Master Escrow Agreement.

“Escrow Period” shall mean the period commencing on the date hereof and ending on the applicable termination date as set forth in this Master Escrow Agreement.

“Joinder in Master Escrow Agreement” shall mean that certain agreement in substantially the form attached hereto as Exhibit B pursuant to which a Person agrees to become a Recipient as set forth in the Joinder in Master Escrow Agreement, and to otherwise be bound by the terms of this Master Escrow Agreement.

“Joint Written Direction” shall mean a written direction executed by a Recipient Representative and the applicable Depositor Representative and directing Escrow Agent to disburse all or a portion of the Escrow Funds deposited pursuant to the applicable Joinder in Master Escrow Agreement or to take or refrain from taking an action pursuant to this Master Escrow Agreement.

“Person” shall mean and include individuals, corporations, limited liability companies, limited partnerships, general partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts and other organizations, whether or not legal entities, and governments and agencies and political subdivisions thereof.

“Recipient Representative” shall mean each person so designated by the applicable Recipient on an executed Joinder in Master Escrow Agreement as a Recipient Representative or any other person designated in a writing signed by the applicable Recipient and delivered to Escrow Agent and the Depositor Representative in accordance with the notice provisions of this Master Escrow Agreement, to act as its representative under this Master Escrow Agreement.

“Representatives” shall mean the Depositor Representatives and the Recipient Representatives.

2. Appointment of and Acceptance by Escrow Agent. Recipient hereby appoints Escrow Agent to serve as escrow agent hereunder. Escrow Agent hereby accepts such appointment and, upon receipt by wire transfer of the Escrow Funds in accordance with Section 3 below, agrees to hold, invest and disburse the Escrow Funds in accordance with this Master Escrow Agreement.

3. Deposit of Escrow Funds. Depositor will transfer from time to time Escrow Funds to Escrow Agent, by wire transfer of immediately available funds to the account of the Escrow Agent as set forth in Section 7 below.

4. Disbursements of Escrow Funds. Escrow Agent shall disburse Escrow Funds at any time and from time to time, upon receipt of, and in accordance with, a Joint Written Direction. Such Joint Written Direction shall contain wiring instructions or an address to which a check shall be sent or funds wired. Prior to any disbursement, Escrow Agent shall have received reasonable identifying information regarding the Recipient such that Escrow Agent may comply with its regulatory obligations and reasonable business practices, including without limitation a completed United States Internal Revenue Service (“IRS”) Form W-9 or Form W-8, as applicable. All disbursements of funds from the Escrow Funds shall be subject to the fees and

claims of Escrow Agent and the Indemnified Parties pursuant to Section 10 and Section 11. Recipient and each Depositor agree to deliver joint or individual written directions to Escrow Agent in accordance with the Underlying Agreement.

5. Dispute Procedures. In the event of a dispute between Depositor and Recipient as to the proper disposition of all or a portion of the Escrow Funds, or if Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of all or any portion of the Escrow Funds or Escrow Agent's proper actions with respect to its obligations hereunder, Escrow Agent shall deliver the Escrow Funds in accordance with Joint Written Directions or, in the absence of the foregoing, Escrow Agent shall deliver the Escrow Funds into the Bankruptcy Court if the Bankruptcy Cases are still pending (or another New Jersey court having proper jurisdiction if the Bankruptcy Cases have concluded), and upon giving notice to Depositor and Recipient of such action, shall thereupon be relieved of all further responsibility.

6. [reserved]

7. Investment of Funds. Funds shall remain uninvested.

8. Resignation or Removal of Escrow Agent. Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving ten (10) days' prior written notice to the Recipient specifying a date when such resignation shall take effect and after such specified date, notwithstanding any other provision of this Agreement, Escrow Agent's sole obligation will be to hold the Escrow Funds pending appointment of a successor Escrow Agent. Similarly, Escrow Agent may be removed at any time by Recipient giving at least thirty (30) days prior written notice to Escrow Agent specifying the date when such removal shall take effect. Recipient shall appoint a successor Escrow Agent hereunder prior to the effective date of such resignation or removal. If the Recipient fails to appoint a successor Escrow Agent within such time, Escrow Agent shall have the right to petition a court of competent jurisdiction to appoint a successor escrow agent, and all costs and expenses (including without limitation attorneys' fees) related to such petition shall be paid by Recipient. The retiring Escrow Agent shall transmit all records pertaining to the Escrow Funds and shall pay all Escrow Funds to the successor Escrow Agent, after making copies of such records as the retiring Escrow Agent deems advisable and after deduction and payment to the retiring Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any retiring Escrow Agent's resignation or removal, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Agreement.

9. Liability of Escrow Agent. Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. Escrow Agent has no fiduciary or discretionary duties of any kind. Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Agreement, including without limitation any other agreement between any or all of the parties hereto or any other persons even

though reference thereto may be made herein or in the Joinder in Master Escrow Agreement. Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines that Escrow Agent's gross negligence or willful misconduct in connection with a material breach of this Agreement was the sole cause of any loss to the Depositor or Recipient. Escrow Agent may retain and act hereunder through agents and shall not be responsible for or have any liability with respect to the acts of any such agent so long as such agent is retained by Escrow Agent with due care. Escrow Agent's sole responsibility shall be for the safekeeping of the Escrow Funds in accordance with Escrow Agent's customary practices and disbursement thereof in accordance with the terms of this Agreement. The Escrow Agent shall not be responsible for or have any duty to make any calculations under this Agreement, or to determine when any calculation required under the provisions of this Agreement should be made, how it should be made or what it should be, or to confirm or verify any such calculation. Escrow Agent shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Escrow Agent may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall believe to be genuine and to have been signed or presented by the person or parties purporting to sign the same. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages or penalties of any kind (including, but not limited to lost profits), even if Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action. Escrow Agent shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters. Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Funds, any account in which Escrow Funds are deposited, this Agreement or any Underlying Agreement, or to appear in, prosecute or defend any such legal action or proceeding or to take any other action that in Escrow Agent's sole judgment may expose it to potential expense or liability. Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving any party hereto, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the advice of such counsel. Depositor and Recipient shall promptly pay, upon demand, the reasonable fees and expenses of any such counsel. Depositor and Recipient agree to perform or procure the performance of all further acts and things, and execute and deliver such further documents, as may be required by law or as Escrow Agent may reasonably request in connection with its duties hereunder.

Escrow Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Escrow Funds, without determination by Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, Escrow Agent is authorized, in its

sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

10. Indemnification of Escrow Agent. Depositor and Recipient, jointly and severally, shall, to the fullest extent permitted by law, indemnify and hold harmless Escrow Agent and each director, officer, employee, attorney, agent and affiliate of Escrow Agent (each, an “Indemnified Party”) upon demand against any and all actions, claims (whether or not valid), losses, damages, liabilities, penalties, costs and expenses of any kind or nature (including without limitation reasonable attorneys’ fees, costs and expenses) incurred by or asserted against any of the Indemnified Parties, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any Person, including without limitation Depositor, Recipient and any Representative, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance in connection with this Agreement or any transactions contemplated herein, whether or not any such Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; provided, however, that no Indemnified Party shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have been directly caused solely by the gross negligence or willful misconduct of such Indemnified Party in connection with Escrow Agent’s material breach of this Agreement. Depositor and Recipient further agree, jointly and severally, to indemnify each Indemnified Party for all costs, including without limitation reasonable attorney’s fees, incurred by such Indemnified Party in connection with the enforcement of Depositor’s and Recipient’s obligations hereunder. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by the Depositor and Recipient jointly and severally. The obligations of Depositor and Recipient under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

The parties agree that neither the payment by Depositor or Recipient of any claim by Escrow Agent for indemnification hereunder nor the disbursement of any amounts to Escrow Agent from the Escrow Funds in respect of a claim by Escrow Agent for indemnification shall impair, limit, modify, or affect, as between Depositor and Recipient, the respective rights and obligations of Depositor and Recipient under the Underlying Agreement.

11. Compensation of Escrow Agent

(a) Fees and Expenses. Recipient agrees to compensate Escrow Agent upon demand

for its services hereunder in accordance with this Master Escrow Agreement, which are set forth in Exhibit A attached hereto. The obligations of Recipient under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

(b) Disbursements from Escrow Funds to Pay Escrow Agent. Escrow Agent is authorized to, and may disburse to itself from the Escrow Funds, from time to time, the amount of any compensation and reimbursement of expenses due and payable hereunder (including any amount to which Escrow Agent or any Indemnified Party is entitled to seek indemnification hereunder). Escrow Agent shall notify Depositor and Recipient, if applicable, of any disbursement from the Escrow Funds to itself or any Indemnified Party in respect of any compensation or reimbursement hereunder and shall furnish Depositor and Recipient, if applicable, copies of related invoices and other statements.

(c) Security and Offset. Recipient hereby grants to Escrow Agent and the Indemnified Parties a security interest in, lien upon and right of offset against the Escrow Funds with respect to any compensation or reimbursement due any of them hereunder (including any claim for indemnification hereunder). If for any reason the Escrow Funds are insufficient to cover such compensation and reimbursement, Recipient shall promptly pay such amounts to Escrow Agent or any Indemnified Party upon receipt of an itemized invoice.

12. Representations and Warranties. Depositor and Recipient each respectively make the following representations and warranties to Escrow Agent:

(a) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and this Agreement has been duly approved by all necessary action and constitutes its valid and binding agreement enforceable in accordance with its terms;

(b) each of the applicable persons designated in the Joinder in Master Escrow Agreement have been duly appointed to act as its authorized representatives hereunder and individually have full power and authority on its behalf to execute and deliver any Joint Written Direction, to amend, modify or waive any provision of this Agreement and to take any and all other actions as its authorized representatives under this Agreement, all without further consent or direction from, or notice to, it or any other person; and

(c) no change in designation of such authorized representatives shall be effective until written notice of such change is delivered to each other party to this Agreement pursuant to Section 14 and Escrow Agent has had reasonable time to act upon it.

13. Identifying Information. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person, such as a business entity, a charity, a trust, or other legal entity, Escrow Agent requires documentation to verify its formation and existence as a legal entity. Escrow Agent may ask to see financial statements, licenses, or identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The parties agree to

provide all information reasonably requested by Escrow Agent in connection with any legislation or regulation to which Escrow Agent is subject, in a timely manner.

14. Notices. All notices, approvals, consents, requests and other communications hereunder must be in writing, in English, and may only be delivered (a) by personal delivery, or (b) by national overnight courier service, or (c) by certified or registered mail, return receipt requested, or (d) by email. Notice will be effective upon receipt except for notice via email, which will be effective only when the recipient, by return email or notice delivered by other method provided for in this Section, acknowledges having received that email (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section). Such notices may only be sent to the applicable party or parties at the address specified below:

(a) If to Recipient:

Alliant Technologies, L.L.C.
360 Mt. Kemble Avenue
Morristown, NJ 07960
Attention: Mark P. Cantaluppi, Chief Executive Officer
Telephone: (973) 775-4187
Email: MCantaluppi@tenfour.com

With a copy to:

Faegre Drinker Biddle & Reath LLP
600 Campus Drive
Florham Park, New Jersey
Attention: Michael P. Pompeo, Esq.
Telephone: (973) 549-7084
Email: michael.pompeo@faegredrinker.com

(b) If to the Escrow Agent:

U.S. Bank National Association, as Escrow Agent
950 17th Street, 5th Fl
DN-CO-5GT
Denver CO 80202
Attention: Kathleen Connelly
Telephone: 720-665-6453
Email: kathleen.connelly@usbank.com

With a copy to:

Email: Erica.Fouks@usbank.com

or to such other address as each party may designate for itself by like notice and unless otherwise provided herein will be deemed to have been given on the date received. Escrow Agent shall not have any duty to confirm that the person sending any notice, instruction or other communication (a "Notice") by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) is, in fact, a person authorized to do so. Electronic signatures believed by Escrow Agent to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider acceptable to Escrow Agent) shall be deemed original signatures for all purposes. Notwithstanding the foregoing, Escrow Agent may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to Escrow Agent in lieu of, or in addition to, any such electronic Notice. Depositor and Recipient agree to assume all risks arising out of the use of DocuSign digital signatures and electronic methods to submit instructions and directions to Escrow Agent, including without limitation the risk of Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

15. Optional Security Procedures. In the event instructions, including funds transfer instructions, address change or change in contact information are given to Escrow Agent (other than in writing at the time of execution of this Agreement), whether in writing, or otherwise, Escrow Agent is authorized, but shall be under no duty, to seek confirmation of such instructions by telephone call-back to any person designated as a Representative of the applicable party, and Escrow Agent may rely upon the confirmation of anyone purporting to be the person or persons so designated. The persons and telephone numbers for call-backs may be changed only in writing actually received and acknowledged by Escrow Agent and shall be effective only after Escrow Agent has a reasonable opportunity to act on such changes. If Escrow Agent is unable to contact any of the designated Representatives, Escrow Agent is hereby authorized, but shall be under no duty, to seek confirmation of such instructions by telephone call-back to any one or more of Depositor's or Recipient's executive officers ("Executive Officers"), as the case may be, which shall include the titles of Chief Executive Officer, President and Vice President, as Escrow Agent may select. Such Executive Officer shall deliver to Escrow Agent a fully executed incumbency certificate, and Escrow Agent may rely upon the confirmation of anyone purporting to be any such officer. Depositor and Recipient agree that Escrow Agent may at its option record any telephone calls made pursuant to this Section. Escrow Agent in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by Depositor or Recipient to identify (a) the beneficiary, (b) the beneficiary's bank, or (c) an intermediary bank. Escrow Agent may apply any of the Escrow Funds for any payment order it executes using any such identifying number, even when its use may result in a person other than the intended beneficiary being paid, or the transfer of funds to a bank other than the intended beneficiary's bank or an intermediary bank so designated. Depositor and Recipient acknowledge that these optional security procedures are commercially reasonable.

16. Binding Effect; Successors. This Agreement shall be binding upon the respective parties hereto and their heirs, executors, successors or assigns. If Escrow Agent consolidates,

merges or converts into, or transfers all or substantially all of its corporate trust business (including the escrow contemplated by this Agreement) to another entity, the successor or transferee entity without any further act shall be the successor Escrow Agent.

17. Amendment, Waiver and Assignment. None of the terms or conditions of this Agreement may be changed, waived, modified, discharged, terminated or varied in any manner whatsoever unless in writing duly signed by each party to this Agreement. No course of conduct shall constitute a waiver of any of the terms and conditions of this Agreement, unless such waiver is specified in writing, and then only to the extent so specified. A waiver of any of the terms and conditions of this Agreement on one occasion shall not constitute a waiver of the other terms of this Agreement, or of such terms and conditions on any other occasion. Except as provided in Section 16, this Agreement may not be assigned by any party without the written consent of the other parties.

18. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

19. Governing Law. This Escrow Agreement shall be governed by, and all disputes arising hereunder shall be resolved in accordance with, the internal law of the State of New Jersey, without giving effect to any choice of law or conflict of law principals under the State of New Jersey or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

20. Consent to Jurisdiction and Venue. Prior to the commencement of the Bankruptcy Cases (as defined in the Underlying Agreement), any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Escrow Agreement, shall be brought against any of the Parties only in the state or federal courts located in the State of New Jersey. Following the commencement of the Bankruptcy Cases, any action or proceeding seeking to enforce any provision of or based on any right arising out of, this Escrow Agreement shall be brought against any of the Parties only in the Bankruptcy Cases in the Bankruptcy Court. Each of the Parties hereby consents to the exclusive jurisdiction of such court(s) (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

21. Entire Agreement, No Third-Party Beneficiaries. This Agreement constitutes the entire agreement between the signatory parties hereto relating to the holding, investment and disbursement of the Escrow Funds and sets forth in their entirety the obligations and duties of Escrow Agent with respect to the Escrow Funds. Nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person other than the Indemnified Parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

22. Execution in Counterparts, Facsimiles. This Agreement and any Joint Written Direction may be executed in two or more counterparts, which when so executed shall constitute

one and the same agreement or direction. The delivery of copies of this Agreement and any Joint Written Direction and their respective signature pages as a PDF attachment to an email or by facsimile transmission in accordance with Section 14 shall constitute effective execution and delivery as to the parties and may be used in lieu of originals for all purposes.

23. Term; Termination. Upon distribution of all Escrow Funds payable to Recipient under any applicable Joinder in Master Escrow Agreement, this Agreement may be terminated by either Recipient or Escrow Agent upon 30 days' prior written notice. Upon any such termination of this Agreement, Escrow Agent shall distribute, as promptly as practicable, any remaining Escrow Funds to Depositor.

24. Dealings. The Escrow Agent and any stockholder, director, officer or employee of the Escrow Agent may buy, sell, and deal in any of the securities of any other party hereto and become pecuniarily interested in any transaction in which any other party hereto may be interested, and contract and lend money to any other party hereto and otherwise act as fully and freely as though it were not Escrow Agent under this Agreement. Nothing herein shall preclude the Escrow Agent from acting in any other capacity for any other party hereto or for any other entity.

25. Brokerage Confirmation Waiver. Depositor and Recipient acknowledge that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant either the right to receive brokerage confirmations for certain security transactions as they occur, Depositor and Recipient specifically waive receipt of such confirmations to the extent permitted by law.

26. Tax Reporting. Escrow Agent shall have no responsibility for the tax consequences of this Agreement and Depositor and Recipient shall consult with independent counsel concerning any and all tax matters. Depositor and Recipient shall provide Escrow Agent Form W-9 and an original Form W-8, as applicable, for each payee, together with any other documentation and information requested by Escrow Agent in connection with Escrow Agent's reporting obligations under applicable IRS regulations. If such tax documentation is not so provided, Escrow Agent is authorized to withhold taxes as required by the Internal Revenue Code and related regulations. Depositor and Recipient, if applicable, shall prepare and file all required tax filings with the IRS and any other applicable taxing authority; provided that the parties further agree that:

(a) Escrow Agent IRS Reporting. Depositor and Recipient shall accurately provide Escrow Agent with all information requested by Escrow Agent in connection with the preparation of all applicable Form 1099 and Form 1042-S documents with respect to all distributions as well as in the performance of Escrow Agent's reporting obligations under this Agreement. Except as otherwise agreed by Escrow Agent in writing, Escrow Agent has no tax reporting or withholding obligation except to the IRS with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and Form 1099 and Form 1042-S reporting with respect to investment income earned on the Escrow Funds, if any. Escrow Agent shall have no responsibility for Form 1099-MISC reporting with respect to

disbursements that Escrow Agent makes in an administrative or ministerial function to vendors or other service providers and shall have no tax reporting or withholding duties with respect to the Foreign Investment in Real Property Tax Act. Except as otherwise directed by Depositor in writing, Escrow Agent will report, on an accrual basis, all interest or income on the Escrow Funds as being owned by Recipient for federal income tax purposes. If any accrued interest income attributed to Depositor is subsequently disbursed by Escrow Agent to Depositor, Depositor shall direct Escrow Agent in writing with respect to the appropriate tax treatment and reporting of such disbursements.

(b) Withholding Requests and Indemnification. Depositor and Recipient jointly and severally agree to (i) assume all obligations imposed now or hereafter by any applicable tax law or regulation with respect to payments or performance under this Agreement, (ii) request Escrow Agent in writing with respect to withholding and other taxes, assessments or other governmental charges, and advise Escrow Agent in writing with respect to any certifications and governmental reporting that may be required under any applicable laws or regulations, and (iii) indemnify and hold Escrow Agent harmless from any liability or obligation on account of taxes, assessments, additions for late payment, interest, penalties, expenses and other governmental charges that may be assessed or asserted against Escrow Agent.

(c) Imputed Interest. To the extent that IRS imputed interest regulations apply, Recipient shall so inform Escrow Agent, provide Escrow Agent with all imputed interest calculations and direct Escrow Agent to disburse imputed interest amounts as Recipient deems appropriate. Escrow Agent shall rely solely on such provided calculations and information and shall have no responsibility for the accuracy or completeness of any such calculations or information.

27. WAIVER OF TRIAL BY JURY. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE ITS RIGHT TO TRIAL BY JURY IN ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

28. Publicity. No party will (a) use any other party's proprietary indicia, trademarks, service marks, trade names, logos, symbols, or brand names, or (b) otherwise refer to or identify any other party in advertising, publicity releases, or promotional or marketing publications, or correspondence to third parties without, in each case, securing the prior written consent of such

other party.

29. Construction. Words used in the singular number may include the plural and the plural may include the singular. The section headings appearing in this instrument have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and conditions of this Agreement. All references to Sections refer to Sections of this Agreement unless expressly stated otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

ALLIANT TECHNOLOGIES, L.L.C.
as Recipient

By: _____
Name: Mark P. Cantaluppi
Title: Operating Manger and CEO

ALLIANTWARE, L.L.C.
as Recipient

By: _____
Name: Mark P. Cantaluppi
Title: Operating Manger and CEO

RED FORGE LLC
as Recipient

By: _____
Name: Mark P. Cantaluppi
Title: Operating Manger and CEO

U.S. BANK NATIONAL ASSOCIATION
as Escrow Agent

By: _____
Name: _____
Title: _____

EXHIBIT A

Escrow Agent Fees

01010 **Acceptance Fee** \$2,750.00

The acceptance fee includes the administrative review of documents, initial set-up of the first joinder account, and other reasonably required services relating thereto. This is a one-time fee, payable upon execution by Depositor.

U.S. Bank Corporate Trust Services reserves the right to refer any or all escrow documents for legal review before execution. Legal fees and expenses for this service are included in the Acceptance Fee.

04460 **Escrow Agent Fee** Waived

Respecting each Recipient executing a Joinder, a one-time administration fee for performance of the routine duties of the Escrow Agent associated with the management of the Escrow Account and the Escrow Funds relating to the Recipient. Escrow Agent fees are payable by Depositor upon execution of the Joinder.

Direct Out of Pocket Expenses. Expenses associated with the performance of our duties, including, but not limited to, publications, legal counsel's fees and expenses after the initial closing, travel expenses, and filing fees will be billed at cost.

Extraordinary Administration Services. Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the Escrow Agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business, and may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole and reasonable discretion from time to time. In addition, all fees and expenses incurred by the Escrow Agent, in connection with the trustee's or agent's EAS and ordinary administration services and including, without limitation, the fees and expenses of legal counsel, financial advisors and other professionals, charges for wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the Escrow Agent. EAS fees are due and payable in addition to

annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank when due may result in interest being charged on amounts owed to U.S. Bank for extraordinary administration services fees and expenses at the prevailing market rate. Notwithstanding the forgoing, Escrow Agent shall provide Recipient with reasonable notice, if practical under the circumstances, prior to incurring EAS expenses

General. Recipient's obligation to pay under this Fee Schedule shall govern the matters described herein and shall not be superseded or modified by the terms of the governing documents, and survive any termination of the transaction or governing documents and the resignation or removal of the Escrow Agent. This Fee Schedule shall be construed and interpreted in accordance with the laws of the state identified in the governing documents without giving effect to the conflict of laws principles thereof. Recipient agrees to the sole and exclusive jurisdiction of the state and federal courts of the state identified in the governing documents over any proceeding relating to or arising regarding the matters described herein. Payment of fees constitutes acceptance of the terms and conditions described herein.

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

EXHIBIT B

FORM OF JOINDER IN MASTER ESCROW AGREEMENT

This Joinder in Master Escrow Agreement (the “Joinder Agreement”) dated as of _____, 2021, is by and among [REDACTED], a [REDACTED] corporation (“Depositor”); Alliant Technologies, L.L.C., a New Jersey limited liability company, AlliantWare, L.L.C., a New Jersey limited liability company, Red Forge LLC, a New Jersey limited liability company (collectively, the “Recipient”); and U.S. Bank National Association, a national banking association (“Escrow Agent”). Terms not defined herein have the meanings given to them in the Master Escrow Agreement (defined below).

BACKGROUND

A. Depositor and Recipient have entered into an asset purchase agreement (the “Underlying Agreement”), dated as of December __, 2021 pursuant to which Depositor agreed to purchase and acquire from Recipient all of Recipient’s respective assets, and to assume from Recipient the Acquired Assets and the Assumed Liabilities. Escrow Agent and Recipient have entered into a master escrow agreement dated as of December __, 2021, (the “Master Escrow Agreement”) with the expectation that Depositor would become a party to that agreement by way of this Joinder Agreement.

B. The Underlying Agreement requires Depositor to deposit \$[REDACTED] (the “Escrow Amount”) into the Escrow Account (as defined below) as a deposit on the Purchase Price.

C. Depositor and Recipient desire to appoint Escrow Agent as the escrow agent under this Agreement, and Escrow Agent desires to accept such appointment and to accept, hold, and disburse the Escrow Funds (as defined below) in accordance with the terms of this Agreement.

D. Depositor and Recipient have appointed the Representatives (as defined below) to

represent them for all purposes relating to the Escrow Funds pursuant to this Agreement.

E. Depositor and Recipient acknowledge that (i) Escrow Agent is not a party to and has no duties or obligations under the Underlying Agreement, (ii) all references in this Agreement to the Underlying Agreement are solely for the convenience of Depositor and Recipient, and (iii) Escrow Agent shall have no implied duties beyond the express duties set forth in this Agreement.

B. Escrow Agent has agreed to accept, hold, and disburse the funds deposited with it and the earnings thereon in accordance with the terms of the Master Escrow Agreement.

C. In order to establish the escrow of funds and to effect the provisions of the Underlying Agreement, the parties hereto have entered into this Joinder Agreement.

NOW, THEREFORE, in consideration of the premises and agreements contained herein and for other good and valuable consideration, the Depositor, Recipient and the Escrow Agent hereby agree as follows:

AGREEMENTS

1. Joinder in Master Escrow. By execution hereof, the Depositor hereby joins in and becomes a Depositor under the Master Escrow Agreement. Depositor has received and read a copy of the Master Escrow Agreement and understands its provisions. Depositor hereby adopts and agrees to be bound by all of the provisions of the Master Escrow Agreement applicable to it and further agrees that Escrow Funds transferred by Depositor to the Escrow Agent pursuant hereto shall be administered and disbursed as an integral part of the escrow in accordance with the provisions of the Master Escrow Agreement, all of the provisions of the Master Escrow Agreement hereby being incorporated herein.

2. Deposit of Escrow Funds. Upon the execution and delivery of this Joinder Agreement, Depositor has or will promptly transfer the Escrow Amount to Escrow Agent by wire transfer of immediately available funds, to the account of the Escrow Agent referenced on Schedule 1 hereof. Recipient shall pay all US Bank fees related to the establishment of the Escrow Fund, including, but not limit to, acceptance fees, annual and transactional fees, out-of-pocket expenses and other reasonable fees required to be paid by the Recipient under the Master Escrow Agreement

3. Depositor and Recipient have each appointed one or more Representatives to represent it for all purposes in connection with the funds to be deposited with Escrow Agent and the Master Escrow Agreement as set forth on Schedule 1 hereof.

4. General Provisions.

(a) Effect of Agreement. This Joinder Agreement shall be binding upon the Depositor, Recipient and the Escrow Agent and their respective, successors and permitted assigns.

(b) Severability. Every provision hereof is intended to be severable, and if any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement, provided, however, that all provisions hereof shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this Joinder Agreement to be executed as of the date first above written.

DEPOSITOR

By: _____
Title: _____

**ALLIANT TECHNOLOGIES, L.L.C.
as Recipient**

By: _____
Name: Mark P. Cantaluppi
Title: Operating Manger and CEO

**ALLIANTWARE, L.L.C.
as Recipient**

By: _____
Name: Mark P. Cantaluppi
Title: Operating Manger and CEO

**RED FORGE LLC
as Recipient**

By: _____
Name: Mark P. Cantaluppi
Title: Operating Manger and CEO

**U.S. BANK NATIONAL ASSOCIATION
as Escrow Agent**

By: _____
Title: _____

SCHEDULE 1 OF JOINDER AGREEMENT

1. Escrow Funds.

Escrow Funds amount: \$[_____]

2. Escrow Account.

U.S. Bank N.A.
ABA 091000022
BNF USBANK TFM ESCROW
BNF 104793255431
BNF 777 E Wisconsin Ave, Milwaukee WI 53202
Further Credit: []

3. Disbursement of Escrow Funds to Recipient. Escrow Agent shall promptly pay Recipient all amounts due from the Escrow Fund upon receipt of a duly executed Joint Written Direction in the form attached hereto as Exhibit C.

4. Representatives.

Each of the following person(s) is a **Depositor Representative** authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Depositor's behalf (only one representative required):

_____ Name	_____ Specimen signature	_____ Telephone No.
_____ Name	_____ Specimen signature	_____ Telephone No
_____ Name	_____ Specimen signature	_____ Telephone No

(Note: if only one person is identified above, complete the following)

The following person not listed above is authorized for call-back confirmations:

[_____] _____ Name Telephone Number
--

Each of the following person(s) is a **Recipient Representative** authorized to execute

documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Recipient's behalf (only one representative required):

<u>Mark P. Cantaluppi</u>	<u></u>	<u>(973) 775-4187</u>
Name	Specimen signature	Telephone No
<u>Gary Finkel</u>	<u></u>	<u>(908) 403-8031</u>
Name	Specimen signature	Telephone No
<u></u>	<u></u>	<u></u>
Name	Specimen signature	Telephone No

(Note: if only one person is identified above, complete the following)

The following person not listed above is authorized for call-back confirmations

<u> </u>	<u> </u>
Name	Telephone Number

5. Notice Addresses.

If to Depositor at:

ATTN:

Telephone:

E-mail:

If to Recipient at:

Alliant Technologies, L.L.C.
360 Mt. Kemble Avenue
Morristown, NJ 07960
ATTN: Mark P. Cantaluppi, Chief Executive Officer
Telephone: (973) 775-4187
Email: MCantaluppi@tenfour.com

With a copy to:

Faegre Drinker Biddle & Reath LLP
600 Campus Drive
Florham Park, New Jersey
ATTN: Michael P. Pompeo, Esq.
Telephone: (973) 549-7084
Email: michael.pompeo@faegredrinker.com

If to the Escrow

Agent at:

U.S. Bank National Association, as Escrow Agent

950 17th Street, 5th Fl

DN-CO-5GT

Denver CO 80202

ATTN: Kathleen Connelly

Telephone: 720-665-6453

Email: kathleen.connelly@usbank.com

With a copy to:

Email: Erica.Fouks@usbank.com

EXHIBIT C

Joint Written Direction

U.S. Bank National Association, as Escrow Agent
ATTN: Global Corporate Trust Services
Email:
With a copy to:

RE: JOINDER IN MASTER ESCROW AGREEMENT made and entered into as of December __, 2021 by and among [] (“Depositor”), Alliant Technologies, L.L.C., a New Jersey limited liability company, AlliantWare, L.L.C., a New Jersey limited liability company, Red Forge LLC, a New Jersey limited liability company (collectively, the “Recipient”) and U.S. Bank National Association, in its capacity as escrow agent (the “Escrow Agent”).

Pursuant to Schedule 1 of the Joinder in Master Escrow Agreement, Depositor and Recipient hereby instruct Escrow Agent to disburse the amount of [\$_____] from the Escrow Account to [Depositor][Recipient], as provided below:

Bank Name: _____
Bank Address: _____
ABA No. _____
Account Name: _____
Account No.: _____

[Depositor]

By: _____
Name: _____
Date: _____

[Recipient]

By: _____
Name: _____
Date: _____

Exhibit B

Bidding Procedures

Sellers agrees to seek entry of the Bidding Procedures Order approving the following bidding and other procedures respecting the Sale (as used herein, collectively, the “**Bid Procedures**”) (capitalized terms not defined herein shall have the respective meanings as defined in the Agreement):

- (a) **Solicitation Process; Distribution of Bid Procedures and Definitive Agreement.** Sellers shall distribute (i) Notice of the Sale Motion and these Bid Procedures in accordance with applicable sections of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules of the Bankruptcy Court as ordered by the Bankruptcy Court (the “**Sale Notice**”), (ii) these Bid Procedures and (iii) a copy of the Agreement (as such, the “**Stalking Horse APA**”) as may be required by the Bankruptcy Court in connection with the Sale Motion.
- (b) **Eligibility of Bidders to Participate in Auction.** In order to be eligible to bid for the Acquired Assets or otherwise participate in the Auction (defined below), each bidder must be determined by Sellers, in consultation with the trustee appointed in the Bankruptcy Cases (the “**Subchapter V Trustee**”) to be a “Qualifying Bidder” (defined below). Sellers, in consultation with the Subchapter V Trustee, shall have the right to determine whether a bidder is a Qualifying Bidder (a bid being submitted by a bidder determined to be a Qualifying Bidder and to have otherwise satisfied the requirements of paragraph (c) below being a “**Qualifying Bid**”).
- (c) **Qualification of Bidders.** In order to be considered for status as a Qualifying Bidder, a bidder (other than Buyer, who is deemed to constitute a Qualifying Bidder having submitted a Qualifying Bid) must:
 - (A) Deliver to Sellers’ counsel at [address], so as to be received by Sellers’ counsel before **5:00 p.m. (Eastern Time) on _____, 2022** (the “**Bid Deadline**”), a written offer (a “**Qualifying Bid**”) that:
 - (i) consists of an executed form of the Stalking Horse APA, marked to show any proposed revisions to the extent permitted in Section (c)(i)(2) below, which is acceptable to Sellers, that provides for the purchase of the Acquired Assets and clearly specifies the amount such bidder is willing to pay, which amount must be at least equal to the sum of (x) the overall transaction value contained in the Stalking Horse APA, as determined by Sellers in consultation with the Subchapter V Trustee, plus (y) the Termination Payment, plus (z) cash in the amount of \$100,000.00 (such aggregate amount, the “**Minimum Initial Bid**”) (such bidder’s marked and executed Stalking Horse APA, the “**Bidder APA**”);

(ii) except for containing a purchase price equivalent to at least the Minimum Initial Bid, the Bidder APA is substantially the same as the Stalking Horse APA, and specifically does not contain any contingencies to the validity, effectiveness, and/or binding nature of the bid beyond those contained and that remain effective in the Stalking Horse APA, including, without limitation, additional contingencies of any kind or requiring inspection of the assets;

(iii) contains documentation, acceptable to Sellers, evidencing that the bidder has financial resources sufficient in the aggregate to finance and/or pay for its purchase of the Acquired Assets proposed to be acquired and to close the transaction within the time frame established, which evidence may include, without limitation, evidence of cash on hand, a binding financing commitment from an established and financially sound financial institution or investment fund and the identity of contact persons at the entity issuing such commitment letter;

(iv) demonstrates, to Sellers' satisfaction, that the bidder has the legal capacity to consummate the transaction it is proposing;

(v) includes a statement from the bidder that (i) it is prepared to enter into and consummate the transactions contemplated in the Bidder APA immediately upon entry by the Bankruptcy Court of an order approving the sale of the Acquired Assets to such bidder (the "**Bidder Sale Order**"), but in no event later than the Closing Date under the Stalking Horse APA, provided there has been no order entered staying the Bidder Sale Order pending appeal and (ii) the Qualifying Bid is irrevocable through **[INSERT Auction Date]**; and

- (B) Before the Bid Deadline, pay an earnest money cash deposit of ten percent (10%) of the Minimum Initial Bid and any other consideration contained in the Bidder APA (a "**Qualified Bidder Deposit**") by wire transfer of immediately available funds, which deposit shall be held in escrow with U.S. Bank National Association (the "**Deposit Escrow Agent**") pursuant to the same escrow agreement entered into by Sellers with Buyer (the "**Escrow Agreement**"). Bidders must successfully complete the "know your customer" application required by the Deposit Escrow Agent and sign a joinder to the Escrow Agreement in the form attached thereto. A Qualified Bidder Deposit will be refunded only if the bid corresponding with the Qualified Bidder Deposit is not approved by the Bankruptcy Court. Sellers reserve the right to hold each Qualified Bidder Deposit until five (5) days after the closing of the sale of the Acquired Assets to, as the case may be, Buyer or the Prevailing Bidder (defined below).

- (d) Bids for Less than All Acquired Assets. Subject to the other terms and conditions of these Bid Procedures, bids for less than all of the Acquired Assets may be submitted but may not be considered to be Qualifying Bids unless (i) coupled with bids for other Acquired Assets such that the sum of the parts equals the whole or (ii) such bids, when added to the liquidation value of Sellers' assets not being acquired, equal or exceed the Minimum Initial Bid plus, as the case may be, the Minimum Overbid Amount.
- (e) Denial of "Qualifying Bid" Status to Non-Conforming Bids. Sellers, in consultation with the Subchapter V Trustee, may decline to accept as Qualifying Bids any bids that do not substantially conform to the foregoing requirements and any other procedures set forth in the Bidding Procedures Order.
- (f) Bid Deadline; Reporting of Qualifying Bids. **All Qualifying Bids must be submitted to Seller so as to be received not later than the Bid Deadline.** After the expiration of the Bid Deadline, Sellers' counsel shall promptly provide copies of all bids received to (i) counsel for the Subchapter V Trustee and (ii) counsel for Buyer. If Sellers' counsel does not receive any Qualifying Bids by the Bid Deadline, Sellers' counsel shall report the same to such parties and to the Bankruptcy Court.
- (g) Access to Sellers' Books and Records; Execution of Confidentiality Agreement. As a condition precedent to being provided access to Sellers' books, records and executives, all bidders must (i) be determined by Sellers to have sufficient financial capability to submit a Qualifying Bid and (ii) execute a confidentiality agreement in form reasonably acceptable to Sellers. Bidders who satisfy the foregoing requirements will be given reasonable access to Sellers' books, records and executives.
- (h) Terms of Auction. In the event that one or more Qualifying Bids are submitted in accordance with these Bid Procedures, Sellers will conduct an auction sale of the Acquired Assets (the "**Auction**") on the terms set forth below.
- (i) Time, Date and Location of Auction; Adjournment of Auction; Appearance of Qualifying Bidders at Auction. The Auction will take place on a date and at such time no more than two (2) business days prior to that date scheduled by the Bankruptcy Court for hearing (the "**Sale Hearing**") to consider the Sale Motion. The Auction will take place at the offices of Sellers' counsel, at such other place as may be designated in writing by Sellers, or electronically via "Zoom", "Web-Ex" or similar virtual electronic platform. Sellers may continue or adjourn the Auction from time to time without further notice in its sole discretion. For a Qualifying Bid to be considered, the corresponding Qualifying Bidder must appear in person (or virtually) at the Auction unless alternative arrangements are agreed upon in advance with Sellers.
- (j) Permitted Attendees at Auction. Only representatives of Sellers, any other parties invited specifically by Sellers, and any Qualifying Bidders (and the professionals

for each of the foregoing) shall be entitled to attend the Auction, provided, however, that only Qualifying Bidders shall be entitled to bid at the Auction.

(k) Auction Bid Submission Procedures. Auction bidding shall be subject to the following procedures:

- (i) In order to bid at the Auction, Qualifying Bidders must appear in person at the Auction, or through a duly authorized representative;
- (ii) Only Qualifying Bidders shall be entitled to make any subsequent bids at the Auction;
- (iii) Bidding will commence with the announcement of the highest Qualifying Bid as determined by Sellers. Any Qualifying Bidder may then submit successive bids in minimum increments of not less than \$100,000.00 (the "**Minimum Overbid Amount**");
- (iv) If one or more Qualifying Bids are received by Sellers, each such Qualifying Bidder shall have the right to improve its respective bid(s) at the Auction;
- (v) Each successive bid submitted by any bidder at the Auction must contain an actual cash purchase price that exceeds the then existing highest bid by at least the Minimum Overbid Amount;
- (vi) At commencement of the Auction, Sellers may announce procedural and related rules governing the Auction not inconsistent with these Bid Procedures, including time periods available to all Qualifying Bidders to submit successive bid(s) in an amount equivalent to at least the Minimum Overbid Amount;
- (vii) Irrevocability of Bids; Rejection of Bids: All Qualifying Bids and successive bids at the Auction shall be irrevocable until thirty (30) days after the closing of the sale of the Acquired Assets. Formal rejection by Sellers of a Qualifying Bid or any successive bid thereto will not be deemed to have occurred unless and until (a) Sellers expressly reject such bid or (b) the sale of the Acquired Assets to the bidder submitting the Prevailing Bid (defined below) is finally consummated.

- (viii) Selection of Prevailing Bid. The Auction shall continue until there is only one bid to purchase the Acquired Assets that Sellers determine, in consultation with the Subchapter V Trustee and subject to Bankruptcy Court approval, is the highest and/or best Qualifying Bid (such bid being the “**Prevailing Bid**” and such bidder being the “**Prevailing Bidder**”). The Prevailing Bidder shall have such rights and responsibilities of the buyer, as set forth in the Bidder APA. Prior to the Sale Hearing, the Prevailing Bidder shall complete and execute the Bidder APA and all other agreements, contracts, instruments or other documents evidencing and containing the terms and conditions upon which the Prevailing Bid was made (such documents being, collectively, “**Prevailing Bidder Sale Documents**”). Notwithstanding the foregoing, Sellers, subject to Bankruptcy Court approval, shall have the right, but not the obligation, to accept more than one Prevailing Bid to purchase separate portions of the Acquired Assets if the aggregate valued therefrom exceeds the highest single Prevailing Bid for all the Acquired Assets.
- (l) Sale Hearing. In connection with Sellers’ filing of the Sale Motion, Sellers will request that the Bankruptcy Court schedule the Sale Hearing to consider approval of the Sale Motion, with notice thereof in accordance with applicable sections of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules of the Bankruptcy Court. The Sale Hearing will be held at the United States Bankruptcy Court for the District of New Jersey, at _____, Courtroom __. At the Sale Hearing, Sellers will seek the entry of the Sale Order approving and authorizing the proposed sale of the Acquired Assets to Buyer or to the Prevailing Bidder, if any. The Sale Hearing may be adjourned or rescheduled without notice other than by announcement of the adjourned date at the Sale Hearing.
- (m) Closing. The closing of the sale of the Acquired Assets will occur no later than _____, 2022, in accordance with the terms of the Prevailing Bidder Sale Documents or the Stalking Horse APA, as the case may be, of the entity authorized by the Bankruptcy Court to purchase the Acquired Assets.
- (n) Failure of Prevailing Bidder to Consummate Purchase; Designation of Backup Bidder. If for any reason the Prevailing Bidder fails to consummate its purchase of the Acquired Assets, Sellers may deem the bidder of the second highest and best bid for the Acquired Assets (such bidder being the “**Backup Bidder**,” with such bid being the “**Backup Bid**”) to have submitted the Prevailing Bid. If Sellers so designates a bidder as a Backup Bidder, such Backup Bidder shall be required to complete and execute an APA in form and substance reasonably acceptable to Sellers memorializing, among other things, the amount of the Backup Bid (a “**Backup Bidder APA**”). If the failure by the Prevailing Bidder to consummate the purchase is the result of such Prevailing Bidder’s breach of, or default or failure to perform under any Prevailing Bidder Sale Documents or the terms of these Bid Procedures (such bidder being a “**Defaulting Bidder**”), such Defaulting Bidder’s Qualified Bidder Deposit shall be forfeited to Sellers, and Sellers shall thereupon have the right to assert all rights and remedies available under applicable law.

- (o) Determination of Cure Amounts under Assumed Contracts. As soon as reasonably possible after the filing of the Bid Procedures Motion, Sellers shall prepare and shall make available to all interested parties a schedule of all of Sellers' leases and other executory contracts (all such executory contracts, including those that a bidder may request that Sellers assume and assign to such bidder under such bidder's Bidder APA, collectively, the "**Contracts**"), which schedule shall include Sellers' calculation of the amount they believe must be paid to cure all monetary defaults under each of the Contracts (collectively, the "**Cure Amounts**"). Sellers shall file such schedule with the Bankruptcy Court and shall serve a copy thereof on all non-debtor parties to such Contracts. **ANY NON-DEBTOR PARTY TO A CONTRACT WHO DISPUTES SUCH CALCULATION MUST (i) FILE WITH THE BANKRUPTCY COURT A WRITTEN CLAIM ASSERTING A CURE CLAIM THAT IS DIFFERENT FROM THE RESPECTIVE CURE AMOUNT ON OR BEFORE THE BAR DATE SET BY THE BANKRUPTCY COURT FOR THE FILING OF SUCH CLAIMS; AND (ii) FILE WITH THE BANKRUPTCY COURT AND SERVE UPON COUNSEL FOR SELLERS, AT _____, AN OBJECTION TO ITS SCHEDULED CURE AMOUNT ON OR BEFORE THE DATE OF THE SALE HEARING. ANY NON-DEBTOR PARTY TO A CONTRACT WHO FAILS TO COMPLY WITH THE FOREGOING REQUIREMENTS SHALL BE FOREVER BARRED FROM (i) OBJECTING TO THE CURE AMOUNT APPLICABLE TO THAT PARTY'S CONTRACT AND (ii) ASSERTING ANY ADDITIONAL CURE OR OTHER AMOUNTS WITH RESPECT TO THAT PARTY'S CONTRACT.** If an objection to a scheduled Cure Amount is filed in accordance with this paragraph, the Bankruptcy Court will hear that objection at the Sale Hearing.
- (p) Reservation of Rights; Deadline Extensions. Sellers shall be deemed to have reserved their rights to: (i) cancel the Auction; (ii) extend the Bid Deadline; (iii) impose such other and additional terms and conditions or modify the terms and conditions hereof as Sellers determine to be in their best interests and (iv) reject all Qualifying Bids if, in Sellers' business judgment, no Qualifying Bid is in the best interests of Sellers' estates.
- (q) Sale of Acquired Assets "As-Is, Where-Is." All of the Acquired Assets shall be transferred on an "as-is, where-is" basis. SELLERS SHALL BE DEEMED TO HAVE EXPRESSLY DISCLAIMED ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY, VALUE OR CONDITION OF ANY OF THE ACQUIRED ASSETS, EXCEPT AS MAY OTHERWISE BE PROVIDED IN THE APPLICABLE APA OR PREVAILING BIDDER SALE DOCUMENTS.
- (r) Buyer as Stalking Horse Bidder; Termination Payment. By Order of the Bankruptcy Court, the Court has approved a termination payment not to exceed \$130,000.00 ("**Termination Payment**") payable to Buyer in the event Buyer is outbid at the Auction. No Qualifying Bidder, other than Buyer, shall be entitled to any

termination payment and/or any expense reimbursement, fee or similar type of payment.

TERMINATION PAYMENT

The Termination Payment will be payable only in the event that (i) all of the conditions to Buyer's obligation to close its purchase of the Acquired Assets under the Agreement (including the Stalking Horse APA) have been satisfied and/or waived and the Agreement has not been terminated prior to the Auction, (ii) a Qualifying Bid is submitted by a third-party Qualifying Bidder (i.e., other than Buyer's Qualifying Bid) prior to the Auction, (iii) anyone other than Buyer is determined by an order of the Bankruptcy Court to be the Prevailing Bidder approved to purchase any or all of the Acquired Assets (iv) the Agreement has not previously terminated as the result of an uncured breach by Buyer, and (v) the closing of the Sale to a Prevailing Bidder that is not Buyer has occurred.

Upon Bankruptcy Court approval of a sale of any or all of the Acquired Assets to a Prevailing Bidder that is not Buyer, and assuming no prior breach by Buyer, and upon closing of the Sale to a Prevailing Bidder that is not Buyer, Sellers shall be obligated to pay Buyer the Termination Payment. Buyer's right to payment of the Termination Payment, if it arises, shall be treated as an allowed administrative expense pursuant to Bankruptcy Code sections 503(b) and 507(a)(2).

Buyer is authorized to credit-bid the Termination Payment in connection with the Auction if Buyer determines to submit a competing Qualified Bid to any competing bid that may be submitted by another Person that is equivalent to the Minimum Initial Bid plus, as the case may be, the Minimum Overbid Amount.