

ENTERED

November 19, 2025

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

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In re: : Chapter 11

RUNITONETIME LLC, *et al.*, : Case No. 25-90191 (ARP)

Debtors.¹ : (Jointly Administered)

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ORDER (A) APPROVING THE SALE OF THE EGADS ASSETS FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES; (B) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (C) GRANTING RELATED RELIEF

Upon (i) the motion of the debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”) for, among other things, approval of the sale of certain of the Debtors’ assets free and clear of liens, interests, and encumbrances, and related relief [Docket No. 93] (the “**Sale Motion**”); (ii) the order approving bidding procedures and contract assumption and assignment procedures in connection with the Sale Motion [Docket No. 178] (the “**Bidding Procedures Order**”); and (iii) that certain Asset Purchase Agreement by and among those Debtors party thereto and Maverick Specialty Fabrication & Design LLC, a Nevada limited liability company (“**Buyer**”), a copy of which is attached hereto as **Exhibit 1** (as may be further amended, supplemented or modified in accordance with the terms thereof, the “**APA**”)² and the Buyer having been determined by the Debtors to be the Successful Bidder for the Acquired Assets following a bidding deadline of October 3, 2025,

¹ A complete list of the Debtors in the Chapter 11 Cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/RunItOneTime/>. The Debtors’ mailing address is 12530 NE 144th Street, Kirkland, Washington 98304.

² Capitalized terms used and not defined herein have the meaning ascribed in the APA, or if not therein, in the Bidding Procedures Order.

and as further set forth in the *Notice of Successful Bidders and Backup Bidders for Sale of Certain of the Debtors' Assets* [Docket No. 603]; and upon the declaration of Michael Sellinger [Docket No. 771-1] (the “***Sellinger Declaration***”) in support of the Debtors’ sale process; and upon the record of the Chapter 11 Cases and the hearing held on November 19, 2025 (the “***Sale Hearing***”), and all parties in interest having had due and adequate notice and an opportunity to be heard with respect to the relief requested in the Sale Motion and granted herein; the Court having determined that the legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:³

A. *Jurisdiction and Venue.* The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. This Court may enter a final order consistent with Article III of the United States Constitution.

B. *Statutory and Legal Predicates.* The statutory and legal predicates for the relief requested in the Sale Motion are sections 105(a), 363, 365, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006, the applicable Bankruptcy Local Rules, and the Complex Case Procedures.

C. *Sale Notice.* Notice of the Sale Motion and the relief requested therein, including the free and clear sale of the Acquired Assets and the assumption and assignment of the Assigned Contracts, and the Sale Hearing, has been provided as set forth in the certificates or affidavits of

³ The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

service filed with this Court or by evidence adduced at the Sale Hearing. Such notice was given in compliance with the Bidding Procedures Order and, under the circumstances of these cases, constitutes due, reasonable, timely, adequate and sufficient notice in compliance with all applicable requirements of the Bankruptcy Code and the Bankruptcy Rules. No other or further notice is necessary for the relief requested by the Sale Motion or granted herein.

D. *Opportunity to Object.* A fair and reasonable opportunity to object and be heard with respect to the relief granted by this Order has been afforded to all interested parties.

E. *Compliance with Bidding Procedures.* As demonstrated by the testimony or other evidence adduced on the record at the Sale Hearing, (i) each of the Debtors and the Buyer have complied in all material respects with the Bidding Procedures Order; (ii) the Debtors have marketed the Acquired Assets in a fair and reasonable process; and (ii) a full, fair and reasonable opportunity has been given to any interested party to make a higher or better offer for the Acquired Assets.

F. *Good Faith.* The sale of the Acquired Assets and the APA was negotiated by the Debtors and Buyer, without collusion, in good faith, and from arm's length bargaining positions. Neither any of the Debtors nor the Buyer have engaged in any conduct that would cause or permit the Sale Transaction or the APA to be avoided or subject to monetary damages under section 363(n) of the Bankruptcy Code. Specifically, the Buyer has not acted in a collusive manner with any person and the consideration and purchase price under the APA was not controlled by any agreement among bidders. Buyer has acted in good faith and is entitled to the protections of section 363(m) of the Bankruptcy Code solely with respect to the finality of the transactions contemplated by the APA (the "***Sale Transaction***") and consistent with this Order, including paragraph 21.

G. *Fair Consideration.* The consideration to be provided by Buyer pursuant to the APA (a) is fair and reasonable, (b) is the highest or otherwise best offer for the Acquired Assets and (c) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia (including the Uniform Fraudulent Transfer Act, Uniform Voidable Transactions Act, and the Uniform Fraudulent Conveyance Act). No other person or entity or group of entities has offered to purchase the Acquired Assets for higher or otherwise better value for the Debtors' estates and creditors than Buyer. Neither the Debtors nor Buyer have entered into the APA or propose to consummate Sale Transaction for the purpose of hindering, delaying or defrauding the Debtors' present or future creditors.

H. *Free and Clear.* The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full; therefore, the Debtors may sell the Acquired Assets to Buyer free and clear of all Interests (as defined below), except for any Permitted Liens or Assumed Liabilities (including Cure Costs), in accordance with, and to the fullest extent permitted by, section 363(f) of the Bankruptcy Code because, in each case, one or more of the standards set forth in sections 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Without limiting the foregoing, those holders of Interests against the Debtors, their estates or any of the Acquired Assets who did not object, or who withdrew their objections, to the Sale Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. All other holders of Interests are adequately protected by having their Interests attach to the net proceeds of the Sale Transaction attributable to the Acquired Assets in which such Interest is alleged with the same priority, validity, force and effect as existing prior to the Closing, subject to all claims and defenses that the Debtors may possess with respect thereto. The DIP Secured Parties and Prepetition Secured Parties continue to have

DIP Liens, Adequate Protection Liens and Prepetition Liens on the proceeds of all DIP Collateral and Prepetition Collateral, subject to the terms set forth in the Final DIP Order.

I. *No Successor Liability.* Buyer is not an alter-ego of, or a successor to, or a mere continuation of or substantial continuation of any Debtor or its estate, and there is no continuity of enterprise between Buyer and the Debtors as a result of the consummation of the Sale Transaction. Buyer shall not be deemed to be holding itself out to the public as a continuation of any Debtor based on the Sale Transaction, the APA, this Order, or the continuation of the business operations after closing of the Sale Transaction. Buyer is not, and shall not be, considered a successor in interest to any of the Debtors or their estates, by reason of any theory of law or equity, including but not limited to under any federal, state or local statute, regulation or common law, including but not limited to any tax, revenue, pension, labor, discrimination or environmental laws. Buyer shall not be deemed to be a “successor employer” for purposes of any federal, state or local statute, regulation or common law, including but not limited to the Internal Revenue Code of 1986, Civil Rights Act of 1866, Civil Rights Act of 1964, Age Discrimination in Employment Act of 1967, Americans with Disabilities Act of 1990, Federal Rehabilitation Act of 1973, Equal Pay Act of 1963, Family and Medical Leave Act of 1993, Fair Labor Standards Act of 1938, National Labor Relations Act of 1935, Labor Management Relations Act of 1947, Worker Adjustment and Retraining Notification Act of 1988, Employee Retirement Income Security Act of 1974, Consolidated Omnibus Budget Reconciliation Act of 1985, Older Workers Benefit Protection Act of 1990, Pension Protection Act of 2006, Multiemployer Pension Plan Amendments Act of 1980, each as amended from time to time, or any other federal or state discrimination, employee, workers’ compensation, occupational disease, unemployment, or disability-related laws or regulations. The Sale Transaction does not amount to a consolidation, succession, merger, or de

facto merger of Buyer with any of the Debtors or any of their respective estates. A sale of the Acquired Assets that is not free and clear of Interests as set forth herein would have substantially less benefit to and would adversely affect the Debtors' estates and creditors. Buyer would not have entered into the Sale Transaction without, and the consideration being provided under the APA reflects Buyer's reliance on, this Order providing Buyer, pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, with title to, interest in and possession of the Acquired Assets free and clear of all Interests, including but not limited to any claims based on or sounding in successor, alter-ego or vicarious liability, except for any Permitted Liens or Assumed Liabilities (including Cure Costs).

J. *No Sub Rosa or De Facto Plan.* The Sale Transaction does not constitute a *sub rosa* or *de facto* plan of reorganization or liquidation as it does not propose to (i) impair or restructure existing debt of, or equity interests in, the Debtors, (ii) impair or circumvent voting rights with respect to any plan that may be proposed by the Debtors, (iii) circumvent chapter 11 safeguards, such as those set forth in sections 1125 and 1129 of the Bankruptcy Code, or (iv) classify claims or equity interests or extend debt maturities. Accordingly, the Sale Transaction neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a chapter 11 plan for the Debtors.

K. *Assumption and Assignment.* In accordance with the Bidding Procedures Order, the Debtors have timely filed and served the *Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [Docket No. 466] (the "**Cure Notice**"), the *Supplemental Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [Docket No. 500] (the "**Supplemental Cure Notice**"), and the Second *Supplemental Notice of Possible Assumption and Assignment of Certain Executory Contracts and*

Unexpired Leases [Docket No. 738] (the “**Second Supplemental Cure Notice**”) and, together with the Cure Notice and the Supplemental Cure Notice, the “**Cure Notices**”), identifying the Debtors’ good faith estimate of the proposed amount required to cure any and all defaults and actual pecuniary losses to the non-Debtor counterparty to such Assigned Contracts as of the date of the Cure Notices resulting from such defaults including, but not limited to, all claims, demands, charges, rights to refunds, and monetary and non-monetary obligations that the non-Debtor counterparties can assert under the Assigned Contracts, whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate, relating to money now owing or owing in the future, arising under or out of, in connection with, or in any way relating to, the Assigned Contracts (the foregoing amounts, collectively referred to as the “**Cure Costs**”) upon each non-Debtor counterparty to an Assigned Contract. The service and provision of the Cure Notices was good, sufficient, and appropriate under the circumstances, and no further notice need be given in respect of assumption and assignment of the Assigned Contracts or establishing a Cure Cost for any respective Assigned Contract. Non-Debtor counterparties to the Assigned Contracts have had or will have, as applicable, an adequate opportunity to object to assumption and assignment of the applicable Assigned Contract and the Cure Cost set forth in the Cure Notices (including objections related to the adequate assurance of future performance and objections based on whether applicable law excuses the non-Debtor counterparty from accepting performance by, or rendering performance to, the Buyer for purposes of section 365(c)(1) of the Bankruptcy Code). For the avoidance of doubt, all defaults or other obligations of the Debtors under the Assigned Contracts arising or accruing between the filing of the Cure Notices and the effective date of assumption must be paid as a Cure Cost for the applicable executory contract or unexpired lease to be assumed and assigned,

and all non-Debtor counterparties' rights are reserved with respect to any defaults occurring within that time period.

L. Except with respect to any executory contract or unexpired lease that is or becomes the subject of any Contract Objection (as defined below) (until such Contract Objection is consensually resolved or determined by this Court), the Debtors have, including by way of entering into the APA and the provisions therein relating to the Assigned Contracts, (i) cured, or provided adequate assurance of cure, of any existing default under any of the Assigned Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the effective date of assumption of the Assigned Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code, and Buyer has provided adequate assurance of future performance of and under the Assigned Contracts, within the meaning of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. Buyer's promises to perform the obligations under the Assigned Contracts after the Closing constitutes adequate assurance of future performance under the Assigned Contracts being assigned to it within the meanings of sections 365(b)(1)(C) and (f)(2)(B) of the Bankruptcy Code.

M. *Subsequent Determinations.* The executory contracts or unexpired leases to be assumed by the Debtors and assigned to Buyer pursuant to the APA are listed on **Exhibit 2** hereto. As of the Sale Hearing, the deadline for counterparties to executory contracts or unexpired leases identified on the **Exhibit 2** to object to the Debtors' proposed cures or to adequate assurance of future performance of Buyer in connection with the Sale Transaction (the "***Cure Objection Deadline***") has not expired. Any findings of fact or conclusions of law contained in this Order regarding cures or adequate assurance or future performance of Buyer shall not be binding prior

to the expiration of the Cure Objection Deadline. Any such objections that have been timely filed in accordance with the Cure Notices (each, a “***Contract Objection***”) by the counterparties to those contracts or leases to be assumed by the Debtors and assigned to Buyer pursuant to the APA shall be consensually resolved among the parties or determined by order of this Court in accordance with the procedures set forth in the Cure Notices. Any findings of fact or conclusions of law contained in this Order regarding cures or adequate assurance of future performance of Buyer shall not be binding with respect to any contract or lease that is the subject of a Contract Objection (until such Contract Objection is consensually resolved or determined by this Court), nor shall any such findings of fact or conclusions of law be the basis for an argument of issue preclusion, res judicata, or collateral estoppel in connection with the adjudication of a Contract Objection.

N. *Personally Identifiable Information.* The Sale Transaction complies with the Debtors’ privacy policies, and the appointment of a consumer privacy ombudsman pursuant to section 363(b)(1) or section 332 of the Bankruptcy Code is not required with respect to the Sale Transaction.

O. *Necessary Approvals.* Subject to the entry of this Order, the Debtors have full power and authority to execute the APA and all other documents contemplated thereby, and the Sale Transaction has been duly and validly authorized. No consents or approvals other than those provided for in the APA are required for the Debtors to consummate the transactions described therein.

P. *Business Judgment.* The Debtors’ determination that the Sale Transaction with Buyer provides the highest or otherwise best offer for the Acquired Assets, and to pursue consummation of the Sale Transaction as set forth herein and in the APA, each constitutes a reasonable exercise of business judgment. Good and sufficient reasons for approval of the APA

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

Q. *Entire Fairness.* Although this Court concludes that it should examine the Debtors' decision to enter into the APA and consummate the Sale Transaction with the Buyer under the business-judgment standard, this Court has also considered the overall fairness of the transaction consistent with the "entire fairness" standard, which subsists of two inquiries: fair dealing and fair price. Here, however, as set forth in the Seller Declaration, the Sale Transaction was approved by the Special Committee, which is comprised entirely of independent directors. Accordingly, the burden of demonstrating that the Sale Transaction was not entirely fair shifts entirely to any party in interest challenging the entire fairness of the Sale Transaction. Here, no party has challenged the entire fairness of the Sale Transaction. In any event, the Court concludes that on any standard the evidence established that Debtors' decision should be sustained.

R. The Sale Transaction must be approved and consummated promptly in order to preserve the viability of the Debtors' businesses as a going concern and to maximize the value of the Debtors' estates. Time is of the essence to implement the APA and to consummate the Sale contemplated thereby without any interruption. Given all of the circumstances of the Chapter 11 Cases and the adequacy and fair value of the consideration offered under the APA, including the

Buyer's payment of the consideration under the APA, payment of Cure Costs, and assumption of the Assumed Liabilities, the proposed Sale constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved.

S. The consummation of the Sale Transaction and the assumption and assignment of the Assigned Contracts are legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code including, without limitation, sections 105(a), 363, and 365 of the Bankruptcy Code, and all of the applicable requirements of such sections have been (or will be upon payment of the Cure Costs) complied with in respect of the Sale and the transactions contemplated thereby.

T. *Waiver of Stay*. The Debtors have articulated good and sound business reasons for waiving the stay otherwise imposed by Bankruptcy Rules 6004(h) and 6006(d).

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. All objections to the relief granted in this Order that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are hereby overruled and denied on the merits with prejudice, except for any Contract Objections. All persons and entities notified or deemed notified of the relief sought in the Sale Motion and set forth in this Order that failed to timely object thereto are deemed to consent to such relief.

A. Approval of the Sale Transaction

2. The Sale Transaction, on the terms and conditions of the APA, is hereby approved as set forth herein. The APA and all other ancillary documents related thereto or contemplated thereby (as may be technically or immaterially modified from time to time, collectively, the "***Sale Documents***") and all of the respective terms and conditions thereof, are hereby approved in all respects and shall be enforceable against each of the parties thereto. The Debtors are authorized

and directed to enter into the APA and the other Sale Documents to be executed in connection with the APA as may be necessary to consummate the Sale Transaction and to perform their obligations thereunder.

3. The Acquired Assets will be transferred pursuant to the APA upon the Closing or any later date expressly set forth in the APA or the Sale Documents for the transfer of an Acquired Asset (a “**Transfer Date**”). Upon the Closing or any such Transfer Date, and subject to the last sentence of this paragraph, the transfer of the Acquired Assets to Buyer pursuant to the APA shall constitute a legal, valid and effective transfer of the Acquired Assets, and all right, title and interest of the Debtors in and to the Acquired Assets shall vest in Buyer free and clear of all interests, obligations, liabilities, liens (as such term is defined in section 101(37) of the Bankruptcy Code), claims (as such term is defined in section 101(5) of the Bankruptcy Code), rights, restrictions, or encumbrances, of any kind or nature whatsoever, in, against or relating to any of the Acquired Assets, whether direct or indirect, known or unknown, choate or inchoate, fixed or contingent, matured or unmatured, liquidated or unliquidated, arising under or imposed by agreement, law, equity or statute, including but not limited to any of the foregoing under any theory of successor, alter ego, transferee, or vicarious liability arising from or relating to such assets or the consummation of the Sale Transaction, in each case to the extent having arisen or accrued or otherwise existing as of the Closing (collectively, the “**Interests**”), except for any Permitted Liens or Assumed Liabilities (including Cure Costs). For the avoidance of doubt and without limiting the generality of the foregoing, the Interests include all Excluded Liabilities, any claims under any collective bargaining agreement of the Debtors, any claims for any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors’ business prior to the Closing (unless otherwise provided in the APA or the Sale Documents), and

all successor liability or “successor employer” claims under or based on any federal, state or local statute, regulation or common law, including but not limited to the Internal Revenue Code of 1986, Civil Rights Act of 1866, Civil Rights Act of 1964, Age Discrimination in Employment Act of 1967, Americans with Disabilities Act of 1990, Federal Rehabilitation Act of 1973, Equal Pay Act of 1963, Family and Medical Leave Act of 1993, Fair Labor Standards Act of 1938, National Labor Relations Act of 1935, Labor Management Relations Act of 1947, Worker Adjustment and Retraining Notification Act of 1988, Employee Retirement Income Security Act of 1974, Consolidated Omnibus Budget Reconciliation Act of 1985, Older Workers Benefit Protection Act of 1990, Pension Protection Act of 2006, Multiemployer Pension Plan Amendments Act of 1980, each as amended from time to time, or any other federal or state discrimination, employee, workers’ compensation, occupational disease, unemployment, or disability-related laws or regulations. Upon the Closing, all Interests (including the DIP Liens) will automatically attach to all proceeds, products, profits, and offsprings under the APA or attributable to the Acquired Assets, together with the right to receive the same (collectively, the “***Sale Proceeds***”) encumbered by such Interests with the same priority, validity, force and effect as existing in or to the Acquired Assets prior to the Closing, including as set forth in the Final DIP Order.

4. Without limiting the foregoing, except for the Permitted Liens and Assumed Liabilities (including the Cure Costs), Buyer has not assumed and does not assume any liabilities or obligations of the Debtors, and the transfer of the Acquired Assets to Buyer, and the assignment to Buyer of the Assigned Contracts, do not and will not subject Buyer to any liability under any theory of law or equity, including but not limited to any theory of successor or transferee liability, or as a “successor employer” under any state or federal statute, law, rule or regulation, for the Interests or otherwise arising from or relating to any of the Acquired Assets or the Debtors’

operations or existence before the Closing. For the avoidance of doubt, the Excluded Assets are not Acquired Assets, and the Excluded Liabilities are not Assumed Liabilities, and nothing in the APA or in this Order effects any assumption or assignment of the Excluded Assets or Excluded Liabilities by or to Buyer.

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

6. Except with respect to the Permitted Liens and Assumed Liabilities (including Cure Costs) or as expressly provided herein, upon the Closing, all persons or entities holding Interests against or in the Debtors or the Acquired Assets of any kind or nature whatsoever hereby are forever barred, estopped and permanently enjoined from asserting, prosecuting or otherwise pursuing against Buyer or its managers, officers, directors, equity interest holders or partners, its property or its successors and assigns or the Acquired Assets, as an alleged successor or otherwise, any Interest of any kind or nature whatsoever that such person or entity had, has or may have against or in the Debtors, their estates, or the Acquired Assets. All persons and entities are hereby prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Acquired Assets to Buyer in accordance with the terms of the APA and this Sale Order. Following the Closing, no such person or entity shall interfere with Buyer's title to or use and enjoyment of the Acquired Assets based on or related to

such Interest or any actions that the Debtors may take in the Chapter 11 Cases or any successor case.

7. This Order is and shall be binding upon and govern the acts of all persons and entities, including but not limited to all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA. The provisions of this Order authorizing the sale of the Acquired Assets free and clear of any Interests shall be self-executing and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments to effectuate, consummate, and implement the provisions of this Order. Nevertheless, the Debtors, Buyer, and their respective officers, employees, professional advisors, and agents are each hereby authorized and empowered to execute and file, on behalf of any person or entity which has filed statements or other documents or agreements evidencing any Interests (except for the Permitted Liens and Assumed Liabilities) in, against or on all or any portion of the Acquired Assets, any termination statements, instruments of satisfaction, releases of liens and easements and any other documents appropriate to document the release of such Interests in accordance with this Order. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to

cancel any liens and other encumbrances of record existing as of the Closing with respect to any Acquired Assets.

8. All persons and entities that, as of the Closing or any applicable Transfer Date, are in possession of some or all of the Acquired Assets (wherever located) are hereby directed to surrender possession of such Acquired Assets to Buyer on or as soon as practicable after the Closing or such Transfer Date. To the extent that any such person or entity fails or refuses to surrender possession of such Acquired Assets after the Closing or such Transfer Date, Buyer has the right to commence a turnover action and request that it be considered by this Court on an expedited basis; *provided*, that prior to the enforcement of any remedy that would relate to taking custody or possession of any property of the Debtors' estates, the Purchaser shall provide five business days' advance notice to the Debtors and the Committee.

9. At least five business days before the closing of the Sale Transaction, the Debtors will deliver to (i) Ropes & Gray LLP as counsel to an ad hoc group of lenders and (ii) counsel to the Committee or a designee of the Committee a statement identifying the proposed amount of Sale Proceeds to be retained by the Debtors (collectively, the "***Sale Proceeds Holdback***") for funding (a) the Carve-Out (including any Sale Transaction Fee or Restructuring Fee owed to GLC Advisors & Co., LLC and GLC Securities, LLC (collectively, "***GLC***") as set forth in the retention order at Docket No. 276 (the "***GLC Retention Order***") and Engagement Agreement (as defined in the GLC Retention Order), (b) consummation of the remaining Sale Transactions, and (c) the Debtors' employees, vendors, suppliers, and other trade creditors during the pendency of the chapter 11 cases, in each case consistent with the Approved Budget after taking into consideration of cash on hand and without duplication of the amounts already withheld from other sales or otherwise escrowed. The Debtors and the DIP Secured Parties (in consultation with the Committee

or its designee) shall use good faith efforts to reach agreement on the amount of any Sale Proceeds Holdback within three (3) business days of the Debtors delivering the statement identifying the proposed Sale Proceeds Holdback amount. If either the Debtors and the DIP Secured Parties are unable to reach agreement on the proper amount of the Sale Proceeds Holdback or the Committee or its designee objects to the proposed amount of any Sale Proceeds Holdback at the time of Closing, then (a) the Debtors will hold the proposed Sale Proceeds Holdback (inclusive of amounts proposed by the Committee or its designee) in escrow subject to the DIP Liens pending a resolution of the final and proper amount by the Bankruptcy Court or subsequent agreement by the Required DIP Lenders in writing (e-mail from counsel being sufficient) and (b) the Debtors will prepay all remaining Sale Proceeds to the New Money DIP Loans in accordance with Section 2.09 of the DIP Credit Agreement (and after full satisfaction of the New Money DIP Loans, the Incremental Roll-Up DIP Loans (as defined in the DIP Credit Agreement) if the Challenge Period under the Final DIP Order has been expired (subject to any extensions as agreed by the applicable parties)), unless the Required DIP Lenders consent in writing (e-mail from counsel being sufficient) to a different application or treatment. Upon determination of the final and proper Sale Proceeds Holdback amount by either the written consent of the Required DIP Lenders or an order of the Court, the portion of the Sale Proceeds Holdback attributable to estate professional fees and expenses will constitute a part of the Carve-Out and will be funded into the Professional Fees Account in accordance with the Final DIP Order, without prejudice to any party's rights to contest or defend the allowance or reasonableness of such fees and expenses.⁴

⁴ Capitalized terms used in this paragraph and not otherwise defined have the meaning set forth in the *Final Order (I) Authorizing Postpetition Financing and Use of Cash Collateral and (II) Granting Related Relief* [Docket No. 171].

10. The Sale Transaction Fee (as defined in the GLC Retention Order and related Engagement Agreement) which is earned upon entry of this Order and payable upon consummation of the Sale Transaction in accordance with the terms of the GLC Retention Order and related Engagement Agreement, shall upon consummation of the Sale Transaction and notwithstanding anything to the contrary in paragraph 6 of the DIP Order, be segregated and escrowed by the Debtors for the exclusive benefit of GLC from (a) available cash of the Debtors to the extent sufficient cash is available under the Approved Budget; or (b) the Sales Proceeds Holdback and considered part of the Carve-Out. If the Sale Transaction is not consummated in accordance with the terms of the APA and this Order, then such unpaid Sale Transaction Fee shall immediately revert to the Debtors as DIP Collateral subject to the DIP Liens. For the avoidance of doubt, nothing in this Order shall prohibit or be construed to prohibit the use of any unencumbered assets of the Debtors or the proceeds thereof to pay any fees and expenses of GLC or the assertion or allowance of an administrative priority claim under sections 503(b)(2) and 507(a)(2) of the Bankruptcy Code, if applicable, on account of any fees or expenses of GLC or any other administrative creditor on a *pari passu* basis in accordance with the Bankruptcy Code. This paragraph shall be binding on any successors, assigns, Chapter 7 Trustee or similar parties.

B. Executory Contracts and Unexpired Leases

11. Subject to and conditioned on the Closing, and except for any executory contract or unexpired lease that is or becomes the subject of a Contract Objection (until such Contract Objection is consensually resolved or determined by this Court), upon payment of the Cure Costs, the assumption and assignment of the Assigned Contracts by the Debtors to Buyer is hereby approved pursuant to section 365 of the Bankruptcy Code. The Debtors are authorized to execute

and deliver to Buyer such documents or other instruments as Buyer deems is necessary or appropriate to assign and transfer the Assigned Contracts to Buyer.

12. With respect to the Assigned Contracts: (a) the Debtors may assume each of the Assigned Contracts at the Closing in accordance with section 365 of the Bankruptcy Code; (b) the Debtors may assign each of the Assigned Contracts at the Closing in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assigned Contracts that prohibit or condition the assignment of such Assigned Contracts or allow the party to such Assigned Contracts to terminate, recapture, set off (if not exercised pre-petition), impose any penalty, condition renewal or extension or modify any term or condition upon the assignment of such Assigned Contracts, constitute unenforceable anti-assignment provisions that are void and of no force and effect to the extent relating to the Chapter 11 Cases or the Sale Transaction; (c) all other requirements and conditions under sections 363 and 365 (including without limitation, the satisfaction of the requirements under section 365(c)(1) of the Bankruptcy Code) for the assumption by the Debtors and sale and assignment to Buyer of each of the Assigned Contracts have been satisfied; (d) following the Closing, the Assigned Contracts shall remain in full force and effect for the benefit of Buyer, notwithstanding any provision in any such Assigned Contracts (including those of the type described in sections 365(b)(2) and 365(f) of the Bankruptcy Code) that prohibits, restricts or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability with respect to the Assigned Contracts thereafter; and (e) upon the Closing and payment of the Cure Costs, in accordance with sections 363 and 365 of the Bankruptcy Code, Buyer shall be fully and irrevocably vested in all right, title and interest of each of the Assigned Contracts. For the avoidance of doubt, no contract or lease that is subject to a Contract Objection shall be an Assigned Contract unless

and until such objection is consensually resolved or determined by the Court as set forth in the Cure Notices.

13. Unless a different Cure Cost amount has been agreed to by the Debtors, Buyer and counterparty to an Assigned Contract, or has been ordered by this Court, or such Cure Cost amount is the subject of an Contract Objection, the Cure Costs are the sole amounts necessary under section 365(b) of the Bankruptcy Code to cure all defaults under the Assigned Contracts to the extent existing as of the Closing. To the extent then outstanding, Buyer shall pay the applicable Cure Costs at Closing, or at such later time as may be mutually agreed upon by Buyer and any applicable counterparties, and such payment shall satisfy all requirements under section 365(b)(1) of the Bankruptcy Code (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code).

14. To the extent that any counterparty to an Assigned Contract did not object to its Cure Cost or adequate assurance of future performance by the applicable Cure Objection Deadline, such counterparty is deemed to have consented to such Cure Cost and the assumption and assignment of its respective Assigned Contract from the Debtors to Buyer; *provided*, that a counterparty to an Assigned Contract shall not be barred from seeking prior to the effective date of assumption and assignment additional amounts on account of any defaults occurring between the deadline to object to the Cure Costs set forth in the Cure Notices and the assumption of the executory contract or unexpired lease.

15. The Debtors are authorized, without further order of this Court, to enter into any amendment of an Assigned Contract on terms acceptable to Buyer and executed by the counterparty to such Assigned Contract in connection with the proposed assumption and

assignment of such Assigned Contract, and the assumption and assignment of such contract or lease as authorized by this Order shall be of such contract or lease as so amended or modified.

16. Within two (2) business days after the Closing, the Debtors will file with the Court and serve on the applicable counterparties, a notice containing the final list of Contracts that have been assumed and assigned as of the Closing to Buyer pursuant to the APA.

17. Notwithstanding anything herein to the contrary, any executory contract or unexpired lease that is the subject of a Contract Objection shall not be an Acquired Asset or Assigned Contract, and shall not be assumed by the Debtors or assigned to Buyer, unless and until such pending objection is resolved by agreement among the parties or by further order of this Court. For the avoidance of doubt, nothing in this Order shall be deemed to adjudicate or determine any Contract Objection. Within two (2) business days of a resolution by this Court of any Contract Objection in a manner less favorable to Buyer than set forth in the Cure Notices or APA, Buyer may by written notice to the Debtors and the Official Committee of Unsecured Creditors remove the subject contract(s) or lease(s) from the list of Assigned Contracts, whereupon such contract(s) or lease(s) shall be deemed to be Excluded Assets and the Debtors shall promptly file and serve on the applicable counterparty a notice of such removal.

C. Other Related Relief

18. The Buyer shall be authorized, as of the Closing, to operate under any license, permit, approval, certificate of occupancy, authorization, operating permit, registration, plan, and the like of any governmental unit related to the Acquired Assets or held by the Debtors' estates, subject only to further consent or authorization as may be required by any such governmental unit to effect such transfer and maintain such related authorization. Nothing in this Order or the APA or Sale Documents releases, nullifies, precludes or enjoins the enforcement by any governmental unit of any police or regulatory liability that any entity would be subject to as the post-sale owner

or operator of property after the Closing. Nor shall anything in this Order limit any governmental unit in the exercise of its police or regulatory powers in accordance with 11 U.S.C. § 362(b)(4) or 28 U.S.C. § 959. Further, nothing in this Order or APA or Sale Documents authorizes the transfer or assignment of any governmental license, permit, or registration without compliance with all applicable requirements and approvals under applicable police or regulatory laws.

19. The consideration provided by Buyer to the Debtors pursuant to the APA for the Acquired Assets constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act and under the laws of the United States, any state, territory, possession or the District of Columbia. The sale of the Acquired Assets may not be avoided pursuant to any statutory or common law fraudulent conveyance or fraudulent transfer theories, whether under the Bankruptcy Code, including under sections 363(n), 548, or 549, or under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia or any other applicable jurisdiction with laws substantially similar to the foregoing.

20. The transactions contemplated by the APA are undertaken by Buyer without collusion and in good faith, within the meaning of section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale Transaction shall not affect the validity of the Sale Transaction, unless such authorization and the Sale Transaction are duly stayed pending such appeal. Neither any of the Debtors nor the Buyer has engaged in any conduct that would cause or permit the Sale Transaction or the APA to be avoided or subject to monetary damages under section 363(n) of the Bankruptcy Code. Buyer is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy

Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code solely with respect to the finality of the Sale Transaction approved by this Order.

21. Notwithstanding the foregoing, the determination that the Buyer is a good faith purchaser shall not serve to release the Buyer or any affiliates of the Buyer from any claims or causes of action held by the Debtors' estates that are not expressly acquired or released under the APA.

22. Buyer is a party in interest and shall have the ability to appear and be heard on all issues related to or otherwise connected to this Order, the Sale Transaction, the assumption and assignment of the Assigned Contracts, and any issues related to or otherwise connected to the APA and the Sale Transaction.

23. No bulk sales law, bulk transfer law or any similar law of any state or other jurisdiction shall apply to the Debtors' conveyance of the Acquired Assets or this Order.

24. The Debtors are authorized to take all steps and pay all amounts (subject to the Final DIP Order) necessary or appropriate to implement the relief granted in this Order. The Debtors and Buyer shall cooperate as provided in the APA to ensure that that transactions contemplated in the APA are consummated, and to provide an orderly transition of the Acquired Assets and Assumed Liabilities from the Debtors to Buyer. The Debtors are authorized and empowered to execute, deliver, perform under, consummate, and implement the APA, together with all additional instruments and documents that Buyer reasonably deems necessary or appropriate to implement the APA and effectuate the Sale Transaction, and to take all other and further actions as may be reasonably requested by Buyer for the purpose of assigning, transferring, granting, conveying and conferring to Buyer the Acquired Assets, or as may be necessary or

appropriate to the performance of the obligations of Buyer and the Debtors as contemplated by the APA.

25. At any time prior to the Closing, Buyer may assign its rights to or designate one or more of its affiliates to perform in accordance with section 12.4 of the APA, and such designee(s) shall be deemed to be the Buyer for all relevant purposes under this Sale Order.

26. The APA and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, in consultation with the Consultation Parties but without further order of this Court; *provided* that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

27. The failure specifically to include any particular provisions of the APA in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the APA is hereby authorized and approved in its entirety, as it may be amended or supplemented in accordance with its terms and this Order.

28. The terms of this Order shall control in the event of any conflict or inconsistency with the Sale Motion, the APA, or any ancillary documents executed in connection therewith.

29. The Acquired Assets shall not include (a) any Causes of Action of any Debtor against any current or former directors, officers, members, partners, shareholders, managers, advisors, or other professionals of such Debtor and (b), except as set forth in the APA, any of the Debtors' other Causes of Action, including but not limited to all actual and/or potential claims and causes of action under Sections 502(d), 544, 545, 547, 548, 549, 550, and 553 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code or any similar actions under any other applicable law ("*Avoidance Actions*") (collectively, the "*Excluded Causes of Action*").

Notwithstanding anything to the contrary, no party that is or could be the subject of an Excluded Cause of Action shall be released under the APA or this Order. As used herein, “Causes of Action” means any and all actions, claims, causes of action, suits, or judgments belonging to the Debtors of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or noncontingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. For the avoidance of doubt, “Causes of Action” includes: (i) any rights of setoff, counterclaim, or recoupment, and any Claims for breach of contract or for breach of duties imposed by law or in equity; (ii) any and all rights to dispute, object to, compromise, or seek to recharacterize, reclassify, subordinate, or disallow Claims against or interests in the Debtors; (iii) any and all Claims pursuant to section 362 or chapter 5 of the Bankruptcy Code; (iv) any and all Claims or defenses, including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; (v) any and all state or foreign law fraudulent transfer or similar Claims; and (vi) any Avoidance Actions. For the avoidance of doubt, this paragraph does not limit the assets or rights acquired by the Buyer pursuant to subsection (k) of the definition of “Acquired Assets” in the APA.

30. This Order shall be binding on the Debtors and their successors and assigns, including any chapter 7 or chapter 11 trustee or other fiduciary appointed for the estates of the Debtors. Nothing in any plan of reorganization or liquidation, or any other order entered in these cases, shall impair or derogate the effectiveness of any provision of this Order.

31. The automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified solely to the extent necessary to implement the terms and conditions of the APA and the provisions of this Order.

32. This Order shall be effective and enforceable immediately upon entry, and any stay of the effectiveness and enforceability of this Order otherwise applicable under the Bankruptcy Rules or Local Rules is hereby waived.

33. This Court shall retain exclusive jurisdiction over any and all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

Signed: November 19, 2025

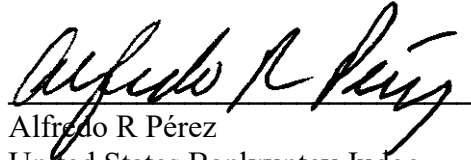

Alfredo R Pérez
United States Bankruptcy Judge

EXHIBIT 1

(Asset Purchase Agreement)

ASSET PURCHASE AGREEMENT

BY AND AMONG

E.GADS, LLC

MAVERICK SPECIALTY FABRICATION & DESIGN LLC

AND

THE OTHER PARTIES HERETO

DATED AS OF [●], 2025

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ANNEXES

Annex A – Defined Terms

SCHEDULES

Disclosure Schedule

EXHIBITS

Exhibit A – Form of Assignment and Assumption Agreement

Exhibit B – Form of Bill of Sale

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”) is made and entered into as of [●], 2025, by and among E.GADS, LLC, a Nevada limited liability company (“E.GADS”), Maverick Design LLC, a Nevada limited liability company (“Maverick Design,” and collectively with E.GADS, “Sellers”), RunItOneTime LLC, a Washington limited liability company (“RunItOneTime”), solely in its capacity as the representative of Sellers (in such capacity, “Seller Representative”), and Maverick Specialty Fabrication & Design LLC, a Nevada limited liability company (“Buyer”, and together with Sellers and the Seller Representative, the “Parties”).

RECITALS

WHEREAS, on July 14, 2025 (the “Petition Date”), RunItOneTime and certain of its affiliates (collectively, the “Debtors”) commenced voluntary cases under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (“Bankruptcy Court”, and such cases, collectively, the “Bankruptcy Cases”);

WHEREAS, Sellers wish to sell, transfer, convey, assign and deliver to Buyer, in accordance with sections 363 and 365 and all other applicable provisions of the Bankruptcy Code, all of the Acquired Assets (as defined below), together with the Assumed Liabilities (as defined below), upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, Buyer wishes to purchase and take delivery of the Acquired Assets and assume the Assumed Liabilities, upon such terms and subject to such conditions set forth in this Agreement;

WHEREAS, the Acquired Assets will be sold pursuant to a Sale Order (as defined below) of the Bankruptcy Court approving such sale under section 363 of the Bankruptcy Code, and such Sale Order will include the assumption and assignment of certain executory contracts and unexpired leases under section 365 of the Bankruptcy Code and pursuant to the terms and conditions of this Agreement; and

WHEREAS, the performance under this Agreement and Sellers’ ability to consummate the Contemplated Transactions are subject to, among other things, the entry of the Sale Order by the Bankruptcy Court.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, the Parties hereby agree as follows:

ARTICLE I. DEFINITIONS; CERTAIN RULES OF CONSTRUCTION

1.1 Defined Terms. Unless otherwise defined in this Agreement, all capitalized terms shall have the meanings set forth in Annex A hereto.

1.2 Certain Matters of Construction.

(a) The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

(b) Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, are not intended to be full or accurate descriptions of the content of the Sections or subsections of this Agreement and shall not affect the construction hereof.

(c) Except as otherwise explicitly specified to the contrary herein, (i) the words “hereof,” “herein,” “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular Section or subsection of this Agreement and reference to a particular Section of this Agreement shall include all subsections thereof, (ii) references to a Section, Exhibit, Annex, or Schedule means a Section of, or Exhibit, Annex, or Schedule to this Agreement, unless another agreement is specified, (iii) unless the context otherwise requires, definitions shall be equally applicable to both the singular and plural forms of the terms defined, and references to the masculine, feminine or neuter gender shall include each other gender (including, for the avoidance of doubt, references to “Seller” to include all Sellers, as the context requires or as appropriate), (iv) the word “including” means including without limitation, (v) any reference to “\$” or “dollars” means United States dollars, (vi) any accounting term not otherwise defined shall have its meaning prescribed by GAAP, (vii) unless the context clearly requires otherwise, when used herein “or” shall not be exclusive (*i.e.*, “or” shall mean “and/or”), and (viii) references to a particular statute or regulation include all rules and regulations thereunder and any successor statute, rule or regulation, in each case, as amended or otherwise modified from time to time.

(d) Only that information which has been made available to Buyer in the “virtual data room” created for purposes of the sale of the Acquired Assets as such data room existed as of three (3) Business Days prior to the date hereof or otherwise delivered in writing to Buyer on the date immediately prior to the date hereof shall be considered to have been “delivered” or “made available” to Buyer for purposes of this Agreement; provided that this shall not include information or documents to be delivered under Section 3.6 or otherwise at the Closing, including this Agreement and any Ancillary Document, or any information or documents to be delivered following the Closing.

(e) Any fact disclosed in any Schedule with respect to any representation or warranty set forth herein shall be deemed disclosed and incorporated by reference in any other Schedule with respect to any other representation or warranty set forth herein only to the extent such fact is disclosed in such a way as to make its relevance to the information called for by such other Schedule reasonably apparent on its face.

(f) The Parties intend that each representation, warranty and covenant contained herein will have independent significance. If any Party has breached or violated, or if there is an inaccuracy in, any representation, warranty, or covenant contained herein in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached or violated, or in respect of which there is not an inaccuracy, will not detract from or mitigate the fact that the Party has breached or violated, or there is an inaccuracy in, the first representation, warranty, or covenant.

(g) Time is of the essence with regard to all dates and time periods set forth or referred to in this Agreement.

ARTICLE II. PURCHASE AND SALE; BANKRUPTCY TRANSACTIONS

2.1 Purchase and Sale; Acquired Assets. Pursuant to sections 105, 363 and 365 of the Bankruptcy Code, subject to the entry and terms of the Sale Order and on the terms and subject to the conditions of this Agreement, at the Closing, Seller shall sell, transfer, convey, assign and deliver, or cause to be sold, transferred, assigned, conveyed, and delivered, to Buyer, and Buyer shall purchase and acquire

from such Seller, all of such Seller's right, title and interest in, to, and under, as of the Closing, the Acquired Assets, free and clear of all Liens (other than Permitted Liens) and Liabilities (other than Assumed Liabilities), and interests existing as of the Closing.

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, the Acquired Assets shall not include, and Seller shall not sell, convey, transfer, assign, or deliver to Buyer, the Excluded Assets, which Seller shall specifically retain.

2.3 Assumption of Liabilities. Subject to the terms and conditions of this Agreement, at the Closing, Buyer shall irrevocably assume and agree to pay, perform, and discharge when due, or otherwise satisfy in accordance with their terms, the Assumed Liabilities (and no other Liabilities).

2.4 Excluded Liabilities. Notwithstanding anything to the contrary in this Agreement, Buyer shall not assume and shall not be responsible to pay, perform, or discharge any Liabilities of Seller or any of its Affiliates of any kind or nature whatsoever other than the Assumed Liabilities (all such Liabilities that are not Assumed Liabilities being referred to collectively herein as the "Excluded Liabilities"), and such Excluded Liabilities shall be retained by and remain the Liabilities of Seller or its Affiliates, as applicable.

2.5 Assumption/Rejection of Contracts; Assignment of Contracts.

(a) Assumption and Assignment of Executory Contracts. In accordance with the Bidding Procedures Order and the Bidding Procedures and to the maximum extent permitted by the Bankruptcy Code, and subject to the other provisions of this Section 2.5, at the Closing, Seller shall, pursuant to the Sale Order or other order of the Bankruptcy Court with respect to any Assigned Contract, assume and assign to Buyer (the consideration for which is included in the Purchase Price), all Assigned Contracts that may be assigned by Seller to Buyer pursuant to sections 363 and 365 of the Bankruptcy Code, subject to the provision of adequate assurance by the Buyer as may be required under section 365 of the Bankruptcy Code and payment by the Buyer of the Cure Costs in respect of the Assigned Contracts. Any Contracts not listed as an Assigned Contract on Schedule 2.1 of the Disclosure Schedule may be rejected pursuant to section 365 of the Bankruptcy Code at any time.

(b) Cure Costs.

(1) Buyer shall pay or otherwise satisfy all Cure Costs and shall assume, and thereafter in due course and in accordance with their respective terms, pay and fully satisfy, discharge and perform all of the obligations under each Assigned Contract pursuant to section 365 of the Bankruptcy Code. Except for any Real Property Leases, Buyer is and shall remain obligated to timely consummate the Closing (including paying the Purchase Price in full at Closing) and comply with its obligations under this Agreement and any Ancillary Document and shall not have the right to terminate this Agreement as a result of the failure to assume and assign any such Contract. Notwithstanding anything to the contrary herein, no Seller Party shall be required to pay or assume any Cure Costs or provide any assurances, and no Seller shall be obligated to assume and assign any Contract with respect to which Buyer fails to pay the full Cure Costs at Closing or fails to satisfy the party to the proposed Assigned Contract and the Bankruptcy Court as to adequate assurance of future performance.

(2) To the extent a counterparty to a Contract objects or otherwise challenges the Cure Costs determined by Seller and asserts a different monetary amount that must be paid or nonmonetary obligations that otherwise must be satisfied, including pursuant to Section 365(b)(1)(A) and (B) of the Bankruptcy Code, in order for Buyer to assume such Contract (any such Contract, a "Disputed Contract"), and such objection or challenge has not been resolved prior to the Closing, then Buyer shall

provide prompt written notice prior to the Closing Date (or such earlier date on which the Bankruptcy Code or Bankruptcy Court otherwise would require a determination to assume or reject any such Contract) either (x) electing to remove any such Disputed Contract from Schedule 2.1 of the Disclosure Schedule, in which case the Contract will be an Excluded Contract and not assigned to Buyer or (y) requesting an extension of the period of time following the Closing to resolve any such dispute (such period, an “Extension Period”); provided that any such Extension Period shall be no longer than sixty (60) days following the Closing Date. If Buyer does not deliver written notice agreeing to assume such Disputed Contract and pay all Cure Costs associated with such Disputed Contract within three (3) Business Days prior to the expiration of the Extension Period or such dispute is not resolved by the expiration of the Extension Period, such Disputed Contract shall automatically be deemed an Excluded Contract. Without limiting the foregoing, in the event that a dispute relating to a Disputed Contract is resolved adversely to Buyer by the Bankruptcy Court, upon written notice from Buyer to Seller within one (1) Business Day thereafter, such Disputed Contract shall thereafter be deemed an Excluded Contract for all purposes under this Agreement. Buyer shall be responsible for and reimburse Seller for any Liabilities or obligations of Seller arising following the Closing during any Extension Period, including any incremental costs or expenses (A) that arise out of Seller’s extension and continuation of the Bankruptcy Cases that is attributable to the Extension Period and (B) are incurred as a result of Seller’s performance of its obligations under this Section 2.5(b)(2).

(3) Buyer shall have the right to notify Seller in writing up to three (3) Business Days prior to the Sale Hearing of any previously designated Assigned Contracts which Buyer no longer wishes to have assumed and assigned to Buyer and any such Contracts shall be deemed added or removed from the Schedules and from being an Assigned Contract, in each case without any adjustment to the Purchase Price.

(c) Non-Assignment.

(1) To the extent that any Acquired Asset, Assigned Contract or any claim, right or benefit arising thereunder or resulting therefrom (the “Non-Assignable Asset”) is not capable of being sold, assigned, transferred or conveyed without the approval, consent or waiver of another party thereto, or any third party (including a Governmental Authority), or if such sale, assignment, transfer or conveyance or attempted sale, assignment, transfer or conveyance would constitute a breach thereof or a violation of any law, decree, order, regulation or other governmental edict, this Agreement shall not constitute a sale, assignment, transfer or conveyance thereof, or an attempted assignment, transfer or conveyance thereof, and the Closing shall proceed without any reduction in Purchase Price without the sale, transfer, assignment, conveyance or delivery of such asset. From the date hereof until the earlier of the termination of this Agreement and the Closing Date, Seller shall, if requested by Buyer, use its commercially reasonable efforts, subject to the Conditions, and Buyer shall reasonably cooperate with Seller, to obtain all necessary approvals, consents or waivers, or to resolve any such impediments to transfer as necessary to convey to Buyer each such Non-Assignable Asset as soon as practicable; provided, however, that neither Seller nor Buyer shall be obligated to pay any fees or other consideration to obtain such third party consent for the transfer thereof, except for Cure Costs which shall be paid by Buyer and filing fees and other ordinary administrative or other charges provided for in the Assigned Contracts which shall be paid by Buyer to the third party from whom such approval, consent or waiver is requested.

(2) To the extent that any of the approvals, consents or waivers referred to in Section 2.5(c)(1) herein have not been obtained by Seller and Buyer as of the Closing, or until the impediments to transfer referred to in Section 2.5(c)(1) are resolved, Seller shall, if requested by Buyer, for a period of time equal to the shorter of (I) the remaining term of such Non-Assignable Asset, if applicable, and (II) until Seller is liquidated and wound down, use its commercially reasonable efforts to (x) obtain the consent of any such third party, (y) cooperate with Buyer in any reasonable and lawful arrangements designed to provide the benefits of such Non-Assignable Asset to Buyer so long as Buyer cooperates with

Seller in such arrangements and reimburses Seller for all expenses incurred by Seller (including ongoing operating expenses of Seller exclusively relating to such Non-Assignable Asset) and payments made by Seller in connection therewith and indemnifies Seller with respect thereto; and (z) enforce, at the reasonable request of Buyer and at the expense and for the account of Buyer, any rights of Seller arising from such Non-Assignable Asset against the respective owner of or counterparty to such asset (including the right to elect to terminate any such Non-Assignable Asset in accordance with the terms thereof upon the advice of, and together with indemnification from, Buyer); provided, that (A) the foregoing shall not restrict or limit wind-down or liquidating plan of Seller following the Closing Date and (B) the foregoing shall be subject to (1) any Orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code, obligations or limitations arising under or related to the DIP Facility or the DIP Credit Agreement, and Seller's obligations to comply with any Order of the Bankruptcy Court (including the Bidding Procedures Order and the Sale Order) and Seller's duty to seek and obtain the highest or otherwise best price for its assets as required by the Bankruptcy Code, (2) limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code or agreements governing Seller's debtor-in-possession financing or use of cash collateral, and (3) limitations arising out of or related to the financial distress of Seller and its Affiliates and the Bankruptcy Cases, including limitations on personnel, funds and other resources (the limitations to Seller's obligation to use commercially reasonable efforts in accordance with this Section 2.5(c)(2) described in clauses (A) and (B), collectively, and as applicable as used herein, the "Conditions").

(3) Notwithstanding anything to the contrary herein, no Seller shall be required to compensate any applicable third party, commence or participate in any proceeding or offer or grant any accommodation (financial or otherwise, including any accommodation or arrangement to indemnify, remain primarily, secondarily or contingently liable for any Liability) to any applicable third party in connection with Seller's obligations under this Section 2.5 or otherwise. Receipt of any third-party consent, approval or waiver shall not be a condition to Buyer's obligation to timely consummate the Closing (including Buyer's obligation to pay the Purchase Price in full) or comply with Buyer's obligations under this Agreement or any Ancillary Document and the failure to receive any third party consent, approval or waiver or any actions taken by Seller in connection therewith shall not give Buyer the right to terminate this Agreement.

2.6 Real Property Leases. Buyer has reviewed, or prior to the Closing will review, all Real Property Leases and, except as may be otherwise provided below, acknowledges that the amount of term remaining under each such lease (specifically excluding any option renewals) is acceptable to Buyer. At Buyer's request, Seller will reasonably cooperate with Buyer in connection with any negotiations relating to renewals, extensions or amendments of the Real Property Leases.

2.7 Assumption of Liabilities under Assigned Contracts. At the Closing, Buyer shall assume, discharge and become liable for, all Liabilities arising after the Closing Date under the Assigned Contracts, but only to the extent such Liabilities are required to be performed and satisfied after the Closing Date and excluding Liabilities arising as a result of any breach of or default or failure to perform by Seller under any Assigned Contract prior to the Closing, other than Cure Costs or as otherwise contemplated under Section 2.5 or any Assumed Liabilities.

2.8 Approval by Bankruptcy Court. This Agreement is subject to and conditioned upon approval by the Bankruptcy Court. At Closing, Seller will convey to Buyer the Acquired Assets pursuant and subject to an Order, entered by the Bankruptcy Court approving the sale of the Acquired Assets, which order shall be in form and substance reasonably acceptable to Buyer, and shall include the following provisions: (x) pursuant to Section 363(f) of the Bankruptcy Code, sale of the Acquired Assets shall be free and clear of all Liens (other than Permitted Liens), Liabilities (other than Assumed Liabilities), interests and rights of set-off, whether known or unknown, disputed, fixed or contingent, or actual or otherwise, in

each case arising at any time prior to the Closing, in each case, to the greatest extent permitted by the Bankruptcy Code or applicable non-bankruptcy law, (y) Buyer shall be deemed a good faith purchaser, and (z) Buyer shall have no liability or obligation with respect to Excluded Liabilities and no successor liability (including with respect to any Withdrawal Liability or contribution obligations, whether arising prior to, on or after, the Closing Date, or with respect to the assumption of contribution history associated with any Multiemployer Plan), in each case, to the greatest extent permitted by the Bankruptcy Code or applicable non-bankruptcy law (the “Sale Order”). The Parties shall work in good faith to promptly prepare a mutually acceptable form of Sale Order after the date hereof.

2.9 “As Is” Transaction. Buyer hereby acknowledges and agrees, on its own behalf and on behalf of the Buyer Group, that the sale of the Acquired Assets is and will be made on an “as is, where is and with all faults” basis (except for the express representations contained in Article IV, as qualified, amended, supplemented and modified by the Disclosure Schedule and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement (the “Express Representations”). The occurrence of Closing shall constitute an acknowledgement by Buyer, on its own behalf and on behalf of the Buyer Group, that the Acquired Assets have been accepted without representation or warranty, express or implied (except for the Express Representations). Buyer, on its own behalf and on behalf of the Buyer Group, waives any right to assert any claim against Seller, at Law or in equity, relating to any such matter, whether latent or patent, disclosed or undisclosed, known or unknown, in contract or tort, now existing or hereafter arising, other than resulting from such Seller’s Fraud. Except for the Express Representations, Seller and any other Person on behalf of Seller hereby specifically negate and disclaim any further representations, warranties, or guaranties of any kind or character, whether express or implied, oral or written, past, present, future, or otherwise, of, as to, concerning, or with respect to Seller, the Acquired Assets, or the Assumed Liabilities or with respect to any information, statements, disclosures, documents, projections, forecasts or other material of any nature made available or provided by any Person, or elsewhere to Buyer or any of its Affiliates or advisors on behalf of Seller or any of its Affiliates or Representatives, including (i) any implied representation of merchantability or fitness for any particular use or purpose, (ii) any implied representation regarding the use or operation of the Acquired Assets after the Closing in any manner, and (iii) any implied representation regarding the probable success or profitability of the Acquired Assets. Buyer further acknowledges that the information provided and to be provided with respect to Seller, the Acquired Assets and the Assumed Liabilities was obtained from a variety of sources and, except as set forth in the Express Representations, no Seller, and no other Person on behalf of Seller, (x) has made any independent investigation or verification of such information and (y) has made any express or implied, oral or written, representations as to the accuracy or completeness of such information. Notwithstanding the generality of the foregoing, Buyer, on its own behalf and on behalf of the Buyer Group, acknowledges and agrees that it and the Buyer Group have received from Seller (and its Affiliates and Representatives) certain projections, forward-looking statements, forecasts, or other material made available to Buyer, its Affiliates or Representatives in the Data Room, teaser, confidential information memorandum, management presentations or other prospective or third-party information relating to Seller, the Acquired Assets, the Business, the Excluded Assets, the Assumed Liabilities and the Excluded Liabilities (whether in written, electronic, or oral form) (collectively, “Projections”). Buyer, on behalf of itself and the Buyer Group, acknowledges that (1) such Projections are being provided solely for the convenience of Buyer and the Buyer Group to facilitate their own independent investigation; (2) there are uncertainties inherent in attempting to make such Projections; (3) Buyer and the Buyer Group are familiar with such uncertainties and are taking responsibility for making their own evaluation of the adequacy and accuracy of all such Projections (including the reasonableness of the assumptions underlying such Projections); (4) Buyer and the Buyer Group are taking full responsibility for making their own evaluation of the adequacy and accuracy of any such Projections provided to it in connection with the Contemplated Transactions (including the reasonableness of the assumptions underlying such Projections); (5) no Seller or any other Person makes any representations or warranties with respect to such Projections (other than Express Representations); and (6) Buyer and the Buyer Group shall have no claim against anyone with

respect thereto. Buyer, on its own behalf and on behalf of the Buyer Group, hereby disclaims reliance on any such Projections. Buyer acknowledges, on its own behalf and on behalf of the Buyer Group, that it has conducted to its reasonable satisfaction an independent investigation and verification of the Business including the Acquired Assets, its financial condition, results of operations, assets, Liabilities, properties, Contracts, environmental compliance, employee matters, regulatory compliance, business risks and prospects of Seller, and, in making its determination to proceed with the Contemplated Transactions, Buyer has relied solely on the results of the Buyer Group's own independent investigation and verification, and has not relied on, is not relying on, and will not rely on, Seller, the Projections or any information, statements, disclosures, documents, projections, forecasts or other material made available to Buyer or any of its Affiliates or Representatives in the Data Room or otherwise, in each case, whether written or oral, made or provided by, or as part of, any of the foregoing or Seller or any of its Affiliates or Representatives, or any failure of any of the foregoing to disclose or contain any information, except for the Express Representations. Without limiting the foregoing, except for breach of the Express Representations and subject to the limitations set forth herein, neither Seller nor any other Person will have or be subject to any Liability whatsoever to Buyer, or any other Person in the Buyer Group, resulting from the distribution to Buyer or any of its Affiliates or advisors, or Buyer's or any of its Affiliates' or advisors' reliance on, any such information. None of Seller or any of its Representatives make or provide, and the Buyer Group hereby waives, any warranty or representation, express or implied, as to the quality, merchantability, fitness for a particular purpose, conformity to samples, or condition of Seller's assets or any part thereof. This Section 2.9 shall survive the termination of this Agreement and the Closing.

ARTICLE III. PURCHASE CONSIDERATION; CLOSING

3.1 Consideration; Closing Date Payment to Seller.

(a) The aggregate consideration for the purchase and sale of the Acquired Assets will be equal to an amount calculated as follows (such aggregate consideration, the "Purchase Price"):

- (1) \$1,400,000.00 (the "Base Purchase Price");
- (2) *plus* the Adjustment Amount (which may be a positive or negative number);
- (3) *plus* the Cure Costs; and
- (4) *plus* the assumption by Buyer of the Assumed Liabilities.

(b) At the Closing, Buyer shall (i) pay, or cause to be paid, to Seller by wire transfer of immediately available funds to one or more accounts as designated by Seller by written notice to Buyer at least two (2) Business Days prior to the Closing Date, an amount (the "Closing Date Payment") equal to the sum of (A) the Base Purchase Price, *minus* (B) the Deposit, *plus* (C) the Estimated Adjustment Amount (which may be a positive or negative number), and (ii) assume the Assumed Liabilities and satisfy the Cure Costs in accordance with the Sale Order.

3.2 Deposit.

(a) Buyer has, on or prior to the date hereof, made an earnest money deposit with the Escrow Agent in the amount equal to \$140,000.00 (the "Deposit"), by wire transfer of immediately available funds for deposit into a separate, segregated, non-interest-bearing escrow account maintained by the Escrow Agent in accordance with the Bidding Procedures Order (the "Escrow Account"). The Escrow

Account shall be subject to the Escrow Agreement. The Deposit shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of Seller or Buyer and shall be applied in full, without any deduction for escrow costs, against payment of the Purchase Price on the Closing Date.

(b) If this Agreement has been validly terminated by Seller pursuant to Sections 10.1(e) or 10.1(f) (or by Buyer pursuant to Sections 10.1(b) or 10.1(c)), in each case, in circumstances where Seller would be entitled to terminate this Agreement pursuant to Sections 10.1(e) or 10.1(f), then Seller shall retain the Deposit together with all received investment income, if any (it being understood and agreed by the Parties that Seller's right to the Deposit shall be in addition to any and all other remedies that Seller may have against Buyer with respect to any breach, violation, or default by Buyer under this Agreement).

(c) If this Agreement has been validly terminated by Buyer or Seller, other than as contemplated by Section 3.2(b), then the Deposit, together with all received investment income, if any, shall be returned to Buyer within five (5) Business Days after such termination.

(d) The Parties agree that Seller's right to retain the Deposit, as set forth in Section 3.2(b), is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate Seller for their efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Contemplated Transactions, which amount would otherwise be impossible to calculate with precision. If Buyer fails to take any action necessary to cause the delivery of the Deposit to Seller pursuant to the Escrow Agreement under circumstances where Seller is entitled to the Deposit and, in order to obtain such Deposit, Seller commence a suit which results in a judgment in favor of Seller, Buyer shall pay to Seller an amount in cash equal to the costs and expenses (including attorney's fees) incurred by Seller in connection with such suit. If Seller fail to take any action necessary to cause the delivery of the Deposit to Buyer pursuant to the Escrow Agreement under circumstances where Buyer is entitled to the Deposit and, in order to obtain such Deposit, Buyer commences a suit which results in a judgment in favor of Buyer, Seller shall pay to Buyer an amount in cash equal to the costs and expenses (including attorney's fees) incurred by Buyer in connection with such suit.

(e) If the Closing occurs, the Escrow Agent shall release from the Escrow Account to Seller at the Closing an amount equal to the Deposit.

3.3 Accounts Receivable Adjustment.

(a) Not less than two (2) Business Days prior to the Closing Date and in no event more than five (5) Business Days prior to the Closing Date, Sellers shall deliver, or cause to be prepared and delivered, to Buyer a written statement ("Estimated Closing Statement") setting forth the Sellers' good faith calculations of the outstanding Closing A/R ("Estimated Closing A/R") and the related Estimated Adjustment Amount; provided, that if there is any disagreement or dispute between Buyer and Sellers with respect to the Estimated Closing Statement or the calculations of the Estimated Adjustment Amount, such disagreement shall not delay or impede the Closing and Sellers' calculation of the Estimated Adjustment Amount set forth in the Estimated Closing Statement shall control.

(b) As soon as reasonably practicable following the Closing Date, and in any event within sixty (60) days thereof, Buyer shall prepare and deliver a statement (the "Closing Statement") to the Seller Representative which includes Buyer's calculation of the Closing A/R and the resulting Adjustment Amount, determined without giving effect to the consummation of the transactions contemplated by this Agreement to occur at the Closing (including any adjustments as a result of the application of purchase accounting), as though the Closing occurred as of the time of such determination. Following the Closing,

Buyer shall provide the Seller Representative and its Representatives access to the records, properties, personnel and (subject to the execution of customary work paper access letters if requested by such applicable party) auditors of the Buyer and its Representatives relating to the preparation of the Closing Statement and shall cause the personnel of Buyer and its Representatives to cooperate with the Seller Representative in connection with its review of the Closing Statement.

(c) If the Seller Representative disagrees with the calculation of the Closing A/R or the resulting Adjustment Amount as set forth in the Closing Statement, it shall notify Buyer of such disagreement in writing (a “Dispute Notice”), setting forth in reasonable detail the particulars of such disagreement, within thirty (30) days after its receipt of the Closing Statement. In the event that the Seller Representative does not provide a Dispute Notice within such thirty (30)-day period, Sellers shall be deemed to have accepted the Closing Statement and the calculation of the Closing A/R and the resulting Adjustment Amount delivered by Buyer, which shall be final, binding and conclusive for all purposes hereunder. In the event any Dispute Notice is timely provided, Buyer and the Seller Representative shall use commercially reasonable efforts for a period of thirty (30) days (or such longer period as they may mutually agree) to resolve any disagreements with respect to the calculations set forth in the Closing Statement, and any resolution agreed to in writing by Buyer and the Seller Representative shall be final and binding upon the Parties and the Closing Statement shall be adjusted in accordance with such resolution. If, at the end of such period, Buyer and the Seller Representative are unable to resolve such disagreements, then an independent accounting or financial consulting firm of recognized national standing as may be mutually selected by Buyer and the Seller Representative (the “Auditor”) shall resolve any remaining disagreements. The Auditor shall be instructed to determine as promptly as practicable, but in any event within forty-five (45) days after the date on which the Auditor is retained to resolve such dispute, based solely on written submissions provided by Buyer and the Seller Representative to the Auditor promptly following the date on which the Auditor is retained, to resolve any remaining disagreements regarding the calculations set forth in the Closing Statement. In resolving any such dispute, the Auditor (i) may not assign a value to any item greater than the greatest value claimed for such item by either Buyer in the Closing Statement or Seller Representative in the timely delivered Dispute Notice or less than the smallest value claimed for such item by either Buyer in the Closing Statement or Seller Representative in the timely delivered Dispute Notice, (ii) shall base its determination solely on the terms and conditions of this Agreement and the written materials submitted by Buyer and the Seller Representative and any subsequent oral presentations, rebuttal submissions or responses to written questions submitted by the Auditor (and not on any independent review), (iii) shall be bound by the terms and conditions of this Agreement, and the applicable definitions contained herein, and (iv) shall deliver to Buyer and the Seller Representative a report setting forth its calculation thereof and its reasons for its determination and the resulting Closing Statement and Adjustment Amount taking into account such resolution. The Auditor shall not have any *ex parte* communications with Buyer or the Seller Representative or their respective Representatives. All negotiations pursuant to this Section 3.3(c) shall be treated as compromise and settlement negotiations for purposes of Rule 408 of the Federal Rules of Evidence and comparable state rules of evidence. The Parties acknowledge and agree that the Auditor shall function solely as an expert and not as an arbitrator. The fees and expenses of the Auditor shall be allocated between Buyer and Sellers based upon the percentage of such fees and expenses equal to the dollar value of the disputed amounts determined in favor of the other party by the Auditor divided by the aggregate dollar value of all disputed items submitted to the Auditor. For example, if the Seller Representative challenges the Closing Statement in the net amount of \$1,000, and the Auditor determines that Buyer has a valid claim for \$400 of the \$1,000, Buyer shall bear 60% of the fees and expenses of the Auditor and Sellers shall bear the remaining 40% of the fees and expenses. All other costs and expenses incurred by the Parties in connection with resolving any dispute hereunder before the Auditor shall be borne by the Party incurring such cost and expense. The determination of the Auditor shall be final, conclusive and binding on the Parties. The date upon which the Closing Statement (including the Adjustment Amount) is finally determined in accordance with this Section 3.3(c) is referred as to the “Determination Date.”

(d) The “Adjustment Amount,” which may be positive or negative, shall mean (i) the Closing A/R (as finally determined in accordance with Section 3.3), *minus* (ii) the Target A/R; provided, however, that the absolute value of the Adjustment Amount shall not be greater than \$300,000. The difference between the Adjustment Amount and the Estimated Adjustment Amount, if any, shall be paid in accordance with Section 3.3(e) or Section 3.3(f).

(e) If the Adjustment Amount is greater than the Estimated Adjustment Amount, then, promptly following the Determination Date, and in any event within five (5) Business Days following the Determination Date, Buyer shall pay the excess of the Adjustment Amount over the Estimated Adjustment Amount in cash by wire transfer of immediately available funds to Sellers, such amount to be deposited into an account designated by the Seller Representative, for distribution to Sellers.

(f) If the Adjustment Amount is less than the Estimated Adjustment Amount, then, promptly following the Determination Date, and in any event within five (5) Business Days following the Determination Date, Sellers shall pay, or cause to be paid, the excess of the Estimated Adjustment Amount over the Adjustment Amount in cash by wire transfer of immediately available funds to an account designated by Buyer.

(g) The Parties agree that any payment of the Adjustment Amount shall be treated as an adjustment to the Purchase Price for applicable Tax purposes to the extent permitted by applicable Law.

3.4 Prorations. On the Closing Date, all Taxes for any Straddle Period, utility charges, and other similar periodic obligations and expenses, related to the Acquired Assets and/or Business will be prorated as of the Closing Date, with such Taxes for any Straddle Period allocated as set forth in Section 9.4, and with Sellers responsible for all other such charges, obligations and expenses for the period up to the Closing Date, and Buyer to be responsible for the period on and after the Closing Date. Whenever possible, such prorations will be based on actual, current payments by Sellers, and to the extent such actual amounts are not available, such prorations will be estimated as of the Closing Date based on actual amounts for the most recent comparable billing period. When the actual amounts become known, such prorations will be recalculated by Buyer and Sellers, and Buyer or Sellers, as the case may be, promptly (but not later than five Business Days after notice of payment due) will make any additional payment or refund by wire transfer of immediately available funds so that the correct prorated amount is paid by each of Buyer and Sellers.

3.5 Closing. Subject to the terms and conditions of this Agreement, the consummation of the purchase and sale of the Acquired Assets and the assumption of the Assumed Liabilities (the “Closing”) shall take place by video conference and electronic exchange of documents at 9:00 a.m. Pacific Time, which time shall be as promptly as practicable following, but not later than the second (2nd) Business Day following, full satisfaction or waiver (by the Party entitled to the benefit of such condition) of the closing conditions set forth in Article VII and Article VIII (other than those conditions that by their terms or nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at the Closing), or at such other place and time as Buyer and Seller may agree in writing. That date on which the Closing actually occurs is referred to herein as the “Closing Date.” Subject to the provisions of Article X, the failure of any Party to consummate the Closing on the date and time determined pursuant to this Section 3.5 shall not result in the termination of this Agreement and shall not relieve such Party of any obligation under this Agreement.

3.6 Items to be Delivered by Seller at Closing. At the Closing, Seller shall execute and deliver, or cause to be executed and delivered, to Buyer:

(a) A certificate from a duly authorized officer of Seller dated as of the Closing Date certifying the satisfaction of the conditions set forth in Sections 7.1(b), and 7.1(c);

(b) Assignment and Assumption Agreement;

(c) Bill of Sale;

(d) Intellectual Property Assignment Agreement; and

(e) All other documents, certificates and agreements reasonably necessary to evidence and effect the sale, assignment transfer and delivery of the Acquired Assets to Buyer and assumption of the Assumed Liabilities by Buyer, in each case, other than those related to the Non-Assignable Assets (which shall be subject to Section 2.5(c)); and

(f) A copy of the Sale Order which has become final and non-appealable.

3.7 Items to be Delivered by Buyer at Closing. At the Closing, Buyer shall execute and deliver, or cause to be executed and delivered, to Seller:

(a) A certificate from a duly authorized officer of Buyer dated as of the Closing Date certifying the satisfaction of the conditions set forth in Sections 8.1(b) and 8.1(c);

(b) Assignment and Assumption Agreement;

(c) Bill of Sale;

(d) Intellectual Property Assignment Agreement; and

(e) All other documents, certificates and agreements reasonably necessary to evidence and effect the sale, assignment transfer and delivery of the Acquired Assets to Buyer and assumption of the Assumed Liabilities by Buyer, in each case, other than those related to the Non-Assignable Assets (which shall be subject to Section 2.5(c)).

ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth in the Disclosure Schedule, Sellers, jointly and severally, hereby represent and warrant to Buyer as of the date hereof as follows:

4.1 Organization. Each Seller is a corporation or limited liability company, as applicable, duly incorporated or organized, validly existing and in good standing (to the extent such concept is legally recognized under the laws of the jurisdiction of its incorporation or formation) under the laws of the jurisdiction of its incorporation or formation.

4.2 Power and Authority; Authorization. Each Seller has all requisite power and authority to enter into, deliver, and perform its obligations under this Agreement and each Ancillary Document to which it is (or will be prior to or at the Closing) a party, to carry out its obligations hereunder and thereunder, and to consummate the Contemplated Transactions, subject to the applicable Conditions, including the requisite Bankruptcy Court approvals. The execution, delivery and performance of this Agreement and the Ancillary Documents to which any Seller is a party, the performance by each Seller of its obligations hereunder and

thereunder, and the consummation by each Seller of the Contemplated Transactions have been (or in the case of any Ancillary Document to be entered into prior to or at the Closing, will be when executed and delivered) duly authorized by all requisite action, subject to the applicable Conditions, including the requisite Bankruptcy Court approvals.

4.3 Enforceability. This Agreement and each of the Ancillary Documents to which any Seller is a party constitute (and in the case of any Ancillary Document to be entered into prior to or at the Closing, will constitute when executed and delivered) valid and legally binding obligation of each Seller, enforceable in accordance with the terms hereof or thereof, as applicable, except as such enforceability (a) may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general application affecting or relating to the enforcement of creditors' rights generally and (b) is subject to general principles of equity, whether considered in a proceeding at law or in equity (collectively, the "Enforceability Exceptions") and as subject to the applicable Conditions.

4.4 No Consents or Approvals. Except for the Transaction Consents or the other consents, approvals, authorizations or notices set forth on Schedule 4.4 of the Disclosure Schedule, no consent, approval, or authorization of, or notice, declaration, filing, or registration with, any Governmental Authority or any other third-party Person is required to be made or obtained by any Seller in connection with the execution, delivery, and performance of this Agreement and the Ancillary Documents or the consummation of the Contemplated Transactions.

4.5 Absence of Certain Developments. From and after June 25, 2025, there has not occurred any change, effect, event, occurrence, state of facts, development, or condition that has had, or would reasonably be expected to have, a Material Adverse Change.

4.6 Title; Sufficiency of Assets; Condition of Acquired Assets.

(a) At Closing, subject to the applicable Conditions, requisite Bankruptcy Court approvals and assumption by Seller of any applicable Assigned Contracts (and satisfaction of any Cure Costs), Seller, collectively, shall have sole and exclusive, good and marketable title to, or in the case of property held under a Contract, a sole and exclusive, enforceable leasehold interest in, or adequate rights to use, all of the Acquired Assets, whether real, personal, mixed, tangible or intangible. The Acquired Assets constitute all the material assets, properties, and rights of every type and description (other than Shared Contracts and any Excluded Assets) sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted immediately prior to the commencement of the Bankruptcy Cases. At Closing, subject to the applicable Conditions, requisite Bankruptcy Court approvals and assumption by Seller of any applicable Contracts (and satisfaction of any Cure Costs), all of the Acquired Assets will be free and clear of Liens other than Permitted Liens.

4.7 Intellectual Property. Schedule 4.7 of the Disclosure Schedule sets forth a true, correct, and complete list of the Business Registered IP, Business Software, and other material Intellectual Property Assets. Except as set forth on Schedule 4.7 of the Disclosure Schedule, (a) Seller collectively own and possess all rights, titles, and interests in and to, or to the Knowledge of Seller, possess the valid and enforceable right to use, the Intellectual Property Assets and applications therefor and other Intellectual Property used in the operation of the Business as currently conducted; (b) no Seller has sent or received any written notices of infringement or misappropriation or invitations to license Intellectual Property to or from any third party with respect to such third party's or Seller's use of any Intellectual Property; (c) to the Knowledge of Seller, no third party is materially infringing or misappropriating any Intellectual Property Assets; and (d) to the Knowledge of Seller, no Seller has materially infringed upon or misappropriated any other Person's Intellectual Property. No rights of the Business in and to the Intellectual Property Assets will be adversely affected by the consummation of the Contemplated Transactions.

4.8 Real Property.

(a) There is no real property owned in fee by Seller that is used or held for use in the Business.

(b) The real property demised by the leases set forth in Schedule 4.8 of the Disclosure Schedule constitutes all of the real property leased by Seller and used or held for use in the Business.

(c) Except as set forth on such Schedule and except for Permitted Liens, there are no written or oral leases, subleases, licenses, concessions, occupancy agreements, or other Contracts granting to any other Person the right of use or occupancy of any of the Leased Real Property, and there is no Person (other than Seller) in possession of any of the Leased Real Property. The Leased Real Property leases are in full force and effect, and Seller holds a valid and existing leasehold interest under each such lease, subject to proper authorization and execution of such lease by the other party and Enforceability Exceptions. Seller have delivered or made available to Buyer true, correct, and complete copies of each of the leases described in Schedule 4.8 of the Disclosure Schedule, and none of such leases have been modified in any material respect, except to the extent that such modifications are disclosed by the copies delivered or made available to Buyer. No Seller or Affiliate thereof is in default in any material respect under any of such leases.

(d) Seller owns good title to, or hold pursuant to valid and enforceable leases, all of the Acquired Assets that are personal property free and clear of all Liens (except for Permitted Liens), except for personal property disposed of by Seller in the Ordinary Course of Business since June 25, 2025.

4.9 Tax Matters. Except as had not had, or would not reasonably be expected to have a Material Adverse Change with respect to the Acquired Assets or the Business, and except as set forth on Schedule 4.9 of the Disclosure Schedule:

(a) Seller has timely filed with the appropriate Taxing Authority (taking into account available extensions of time to file) all income and other material Tax Returns with respect to the Acquired Assets required to be filed. Each such Tax Return (taking into account all amendments thereto) is complete and correct in all material respects. All Taxes with respect to the Acquired Assets owed by Seller that are due have been paid or have been adequately reserved against in accordance with GAAP. Seller is not currently the beneficiary of any extension of time within which to file any Tax Return with respect to the Acquired Assets (taking into account any extensions of time to file Tax Returns). There are no Liens for Taxes on any of the Acquired Assets other than Permitted Liens as described in clause (b) of the definition thereof, provided that any contested Liens for Taxes are disclosed on Schedule 4.9.

(b) Seller has withheld, collected and paid over to the appropriate Taxing Authority, or is properly withholding for such payment, all Taxes with respect to the Acquired Assets required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, member, or other third party, other than Taxes not due as of the date of the filing of the Bankruptcy Case as to which subsequent payment was not required by reason of the Bankruptcy Cases or that are being contested in good faith in appropriate proceedings.

(c) With respect to the Acquired Assets, Seller has properly collected and remitted sales and similar Taxes with respect to sales made to its customers and has properly received and retained any appropriate Tax exemption certificates or other documentation for all such sales made without charging or remitting sales or similar Taxes that qualify as exempt from sales or similar Taxes.

(d) Seller has not been notified in writing that it is currently under audit or examination by any Taxing Authority with respect to the Acquired Assets or that any Taxing Authority intends to

conduct such an audit or examination, and no action, suit, investigation, claim or assessment is pending or, to the Knowledge of Seller, proposed in writing with respect to any alleged deficiency in Taxes with respect to the Acquired Assets. All deficiencies asserted or assessments made as a result of any examinations by any Taxing Authority with respect to the Acquired Assets have been fully resolved or are being contested in good faith by appropriate proceedings.

(e) Seller has not (i) waived any statute of limitations in respect of any Taxes with respect to the Acquired Assets or (ii) agreed to any extension of time with respect to any assessment or deficiency for Taxes with respect to the Acquired Assets (other than pursuant to extensions of time to file Tax Returns).

(f) No private letter rulings, technical advice memoranda or similar agreement or rulings have been requested, entered into or issued by any taxing authority with respect to the Acquired Assets.

(g) Seller has not entered into any listed transactions for purposes of Treasury Regulation Section 1.6011-4, except to the extent that doing so would not adversely impact the Acquired Assets or Buyer's ownership of the Acquired Assets.

(h) None of the Acquired Assets is (i) required to be treated as being owned by another person pursuant to the so-called "safe harbor lease" provisions of former Section 168(f)(8) of the Internal Revenue Code of 1954 (as in effect immediately before the enactment of the Code) or (ii) subject to a disqualified leaseback or long-term agreement as defined in Section 467 of the Code.

(i) None of the Acquired Assets is tax-exempt use property within the meaning of Section 168(h) of the Code.

4.10 Compliance with Laws. Except as set forth on Schedule 4.13 of the Disclosure Schedule, and as subject to the applicable Conditions, in the past two (2) years, Seller has complied in all material respects, with all applicable federal, state and local statutes, laws and regulations (including any applicable building, zoning, health, employment, environmental protection or other law, ordinance or regulation) affecting the Acquired Assets and the operation of the Business and has not been cited for any violation of any such law or regulation affecting the Acquired Assets and the operation of the Business, except, in each case, as would not constitute a Material Adverse Change. Seller and its Affiliates, collectively, have in full force and effect all material licenses, permits and other authorizations required for the operation of the Business and in a manner consistent with Ordinary Course of Business, except where the failure to hold the same would not reasonably be expected to have a Material Adverse Change on the Business or the Acquired Assets, and no Seller has received notice of any material default or violation in respect of or under any of the foregoing which could reasonably be expected to have a Material Adverse Change on the Business or the Acquired Assets. In the past two (2) years, no Seller has received any non-compliance orders, warning letters, notices of violation, claims, suits, actions, proceedings, judgments, penalties, fines or judicial or administrative investigations of any nature pending or, to the Knowledge of Seller, threatened against or involving the Business or the Acquired Assets, in each case, which would reasonably be expected to have a Material Adverse Change on the Business or the Acquired Assets and which remains outstanding.

4.11 Permits. Except as would not reasonably be expected to have a Material Adverse Change, other than in connection with or as a result of the Bankruptcy Cases, Seller possess all Permits required for the conduct of the Business in the ordinary course and the ownership, use, and operation of the Acquired Assets in the Ordinary Course of Business. Except as set forth on Schedule 4.11 of the Disclosure Schedule, (a) all material Permits are valid and in full force and effect, (b) no Seller or Affiliate thereof is in breach or violation of, or default under, any such material Permit, and (c) to the Knowledge of Seller, no fact,

situation, circumstance, condition or other basis exists which, with notice or lapse of time or both, would constitute a material breach, violation, or default under such Permit or give any Governmental Authority grounds to suspend, revoke or terminate any such Permit.

4.12 Employees.

(a) Schedule 4.12(a) of the Disclosure Schedule sets forth a complete list of each Business Employee as of the date of this Agreement and, for each such Business Employee, true and correct information as of such date as to the following: (i) name, (ii) job title, (iii) employing entity, (iv) date of hire, (v) rate of base compensation (hourly wage rate or annual salary, as applicable), (vi) primary work location (including city and state), and (vii) exempt or non-exempt status under the Fair Labor Standards Act and similar applicable Law (such Schedule, the “Business Employee Census”).

(b) Except as would not reasonably be expected to have a Material Adverse Change on the Business or the Acquired Assets, Seller is, and in the past twelve (12) months has been, in material compliance with all applicable Law respecting employment and employment practices, termination of employment, workers and worker practices, or terms and conditions of employment in respect of the Business Service Providers and the Business.

(c) No Business Employees are represented by any Union. There are no, and have been in the past three (3) years, no unfair labor practice charges, grievances or complaints pending before the National Labor Relations Board or any similar Governmental Authority or, to the Knowledge of Seller, threatened by or on behalf of any Business Employees or any Union. There is, and in the past three (3) years there has been, no strike, slowdown, work stoppage, lockout, picketing, or other labor dispute pending or, to the Knowledge of Seller, threatened in respect of, or against the Business.

(d) To the Knowledge of Seller, there are no material pending or threatened claims of sexual harassment, other unlawful harassment or unlawful discrimination against or involving Seller with respect to the Business or the Acquired Assets, or any Business Employee or Business Service Provider.

4.13 Employee Benefits.

(a) Schedule 4.13(a) of the Disclosure Schedule sets forth a true, correct, and complete list of each material Employee Benefit Plan. With respect to each material written Employee Benefit Plan, Seller have delivered to Buyer true, correct, and complete copies of such Employee Benefit Plan or a summary of its material terms.

(b) Each Employee Benefit Plan, including any associated trust or other funding instrument, has been established, funded, maintained, operated and administered (in form and operation) in all material respects in accordance with its terms and with all applicable Law, including ERISA and the Code, and to the Knowledge of Seller, there has not occurred any act, omission, event or condition that would reasonably be expected to give rise to any material Liability of Seller thereunder other than the obligations to make normal payments and contributions thereunder. Each Employee Benefit Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination, advisory or opinion letter from the IRS regarding its qualification thereunder and, to the Knowledge of Seller, nothing has occurred since the date of the most recent such determination, advisory or opinion letter that would reasonably be expected to adversely affect the qualified status of any of such Employee Benefit Plans.

(c) Except as set forth in Schedule 4.13(c) of the Disclosure Schedule, no Seller has, within the six (6)-year period preceding the date of this Agreement sponsored, maintained or contributed to (or has been obligated to contribute to), or has any current or contingent liability or obligation (including

on account of an ERISA Affiliate) under or with respect to any: (i) “employee benefit pension plan” (as defined in Section 3(2) of ERISA) subject to Title IV of ERISA, Section 412 of the Code or Section 302 of ERISA (other than any Multiemployer Plan), (ii) “multiple employer plan” as defined in Section 413(e) of the Code, (iii) “welfare benefit trust” or “voluntary employees beneficiary association” within the meaning of Sections 419, 419A or 501(a)(9) of the Code or (iv) a “multiple employer welfare arrangement” (as defined in Section 3(40) of ERISA). Other than as required under Sections 601 to 608 of ERISA or other applicable Law, (y) through the end of the month in which a termination of employment occurs, or (z) in connection with severance benefits, no Employee Benefit Plan provides post-termination or retiree health benefits to any individual for any reason, and Seller have no Liability to provide post-termination or retiree health benefits to any individual.

(d) Schedule 4.13(d) of the Disclosure Schedule lists each multiemployer plan (within the meaning of Section 3(37) or 4001(a)(3) of ERISA) that Seller or its ERISA Affiliates have at any time sponsored, maintained, contributes to, or with respect to which Seller could reasonably be expected to have any Liability (including on account of an ERISA Affiliate) (each, a “Multiemployer Plan”).

(e) All contributions required to have been made by Seller to any Multiemployer Plan have, in all material respects been timely made or properly accrued as required by the terms of the applicable Collective Bargaining Agreement and applicable Law. No Seller or any of its ERISA Affiliates (i) has taken any action that has resulted or would reasonably be expected to result in any Withdrawal Liability being assessed against Seller (including on account of their ERISA Affiliates), (ii) has incurred or would reasonably be expected to incur any Withdrawal Liability, including in connection with a “mass withdrawal,” “partial withdrawal,” “complete withdrawal,” or “plan amendment” as described in Section 4041A of ERISA, or has incurred or would reasonably be expected to incur any other termination liability to the Pension Benefit Guarantee Corporation with respect to any Multiemployer Plan, (iii) has received notice that any Multiemployer Plan to which it contributes, is required to contribute, or with respect to which it has any Liability (x) is, or is expected to be, “insolvent” within the meaning of Section 4245 of ERISA, (y) has initiated proceedings to terminate, or (z) is considered to be “endangered” or in “critical” status under Section 432 of the Code, or (iv) is part of an arrangement or agreement (other than this Agreement) with any other employer to withdraw from a Multiemployer Plan.

(f) There are, and for the past three (3) years there have been, no Actions pending or, to the Knowledge of Seller, threatened, from any Governmental Authority in connection with any Employee Benefit Plan (other than routine benefit claims).

(g) No Seller or any of its Affiliates has ever sponsored, maintained, participated in, contributed to, or been required to sponsor, maintain, participate in or contribute to, any employee benefit plan, program, or other arrangement providing compensation or benefits to any current or former officer, employee, member, contractor, or consultant (or any dependent or beneficiary thereof) which is subject to the Laws of any jurisdiction outside of the United States.

(h) Each Employee Benefit Plan that provides for nonqualified deferred compensation has been operated and maintained in all material respects in form and operation with Section 409A of the Code. Neither Seller nor any of its Affiliates has any obligation to “gross-up” or otherwise indemnify any individual for any Tax, including under Sections 409A or 4999 of the Code.

(i) Each Employee Benefit Plan that is a “group health plan” for purposes of the Affordable Care Act has been maintained and administered in compliance in all material respects with the Affordable Care Act. Seller is not reasonably expected to have any Liability for Taxes under Sections 4975 through 4980 or Sections 4980A through 4980I of the Code.

(j) Neither the execution and delivery of this Agreement, nor the consummation of the Contemplated Transactions, either alone or in combination with another event, will: (i) accelerate the vesting, funding or time of payment of any compensation, equity award or other benefit to any Business Service Provider; or (ii) require a contribution to any Employee Benefit Plan in respect of any Business Employee.

4.14 Finder's or Broker's Fees. Other than GLC Advisors & Co., LLC, who has been engaged as Seller's investment banker, neither Seller nor any of its Representatives has engaged a broker or finder in connection with the Contemplated Transactions, and no broker, finder, or other Person is entitled to any commission or finder's fee in connection with the Contemplated Transactions based on agreements, arrangements, or understandings made by or on behalf of Seller or Affiliate thereof.

4.15 Liquidation Analysis. A true and correct copy of the Liquidation Analysis has been provided to Buyer in writing prior to the execution of this Agreement. The Liquidation Analysis is the most recent such analysis. To the Knowledge of Seller, the Liquidation Analysis is true, correct and complete in all material respects.

4.16 Insurance. As of the date hereof, all insurance policies held by, or for the benefit of, the Business (other than any policy maintained in connection with an Employee Benefit Plan) (the "Insurance Policies") are in full force and effect, and Seller is not (or is any of their Affiliates) in material default with respect to its obligations under any of such Insurance Policies, except for such failure to be in full force and effect and for such defaults that would not be expected to have a Material Adverse Change. Except as disclosed on Schedule 4.16 of the Disclosure Schedule, no insurer (a) has questioned, denied or disputed coverage of any claim pending under any Insurance Policy or (b) has threatened to cancel any Insurance Policy.

4.17 No Other Representations or Warranties. Except for the Express Representations, neither Seller nor any other Person on behalf of Seller makes any representation or warranty, express or implied, at law or in equity, with respect to Seller, the Acquired Assets, the Business, the employees or the Assumed Liabilities, or with respect to any information, statements, disclosures, documents, projections, forecasts or other material of any nature made available or provided by any Person (including in any presentations or other materials prepared by Seller or its Representatives) or in that certain datasite administered by Firmex and/or GLC Advisors (the "Data Room") or elsewhere to Buyer or any of its Affiliates or Representatives on behalf of Seller or any of its Affiliates or Representatives. Without limiting the foregoing, neither Seller nor any other Person will have or be subject to any Liability or other obligation whatsoever to Buyer, or any other Person, resulting from the distribution to Buyer or any of its Affiliates or Representatives, or Buyer's or any of its Affiliates' or Representatives' use of or reliance on, any such information, including the Projections, any information, statements, disclosures, documents, projections, forecasts or other material made available to Buyer or any of its Affiliates or Representatives in the Data Room or otherwise in expectation of the Contemplated Transactions or any discussions with respect to any of the foregoing information. Other than the Express Representations, Seller disclaims any and all other representations and warranties, whether express or implied.

**ARTICLE V.
REPRESENTATIONS AND WARRANTIES OF BUYER**

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

5.1 Organization. Buyer is a limited liability company duly organized, validly existing, and in good standing (to the extent such concept is legally recognized under the laws of the jurisdiction in which it was incorporated or otherwise organized) under the laws of the State of Nevada.

5.2 Power and Authority; Authorization. Buyer has all requisite power and authority to enter into, deliver, and perform its obligations under this Agreement and each Ancillary Document to which it is (or will be prior to or at the Closing) a party, to carry out its obligations hereunder and thereunder, and to consummate the Contemplated Transactions. The execution, delivery and performance of this Agreement and the Ancillary Documents to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder, and the consummation by Buyer of the Contemplated Transactions have been (or in the case of any Ancillary Document to be entered into prior to or at the Closing, will be when executed and delivered) duly authorized by all requisite action.

5.3 Enforceability. This Agreement and each of the Ancillary Documents to which Buyer is a party constitute (assuming due authorization, execution, and delivery by the other parties hereto and thereto, and in the case of any Ancillary Document to be entered into prior to or at the Closing, will constitute when executed and delivered) valid and legally binding obligation of Buyer, enforceable in accordance with the terms hereof or thereof, as applicable, except as such enforceability may be limited by Enforceability Exceptions.

5.4 No Consents or Approvals. No consent, approval, or authorization of, or notice, declaration, filing, or registration with, any Governmental Authority or any other third-party Person is required to be made or obtained by Buyer in connection with the execution, delivery, and performance of this Agreement and the Ancillary Documents or the consummation of the Contemplated Transactions.

5.5 Non-Contravention. Neither the execution, delivery, and performance of this Agreement or any Ancillary Document by Buyer nor the consummation by Buyer of the Contemplated Transactions or the Ancillary Documents will result in or constitute (a) a violation of any Law or Order to which Buyer is subject, (b) a conflict or breach under Buyer's organizational documents, or (c) a breach or violation of, a default (or an event that, with notice or lapse of time or both, would constitute a default) under, a termination of or acceleration of the performance required by (or a right of termination or acceleration under), any action by or notice to or consultation with any Person, or a requirement of any offer to purchase or prepayment of any debt or liability under any Contract to which Buyer is a party or by which its assets are subject.

5.6 Finder's or Broker's Fees. Buyer has not engaged a broker or finder in connection with any transaction contemplated by this Agreement, and no broker, finder, or other Person is entitled to any commission or finder's fee in connection with any of the Contemplated Transactions based on agreements, arrangements, or understandings made by or on behalf of Buyer.

5.7 Litigation. There are no Actions or Orders pending or, to Buyer's knowledge, threatened against or affecting Buyer that will have a material adverse effect on Buyer's performance of its obligations under this Agreement or the consummation of the Contemplated Transactions.

5.8 Financing. Buyer has, and will have at the Closing, sufficient funds in an aggregate amount necessary to pay the Purchase Price, to perform the Assumed Liabilities as they become due in accordance

with their terms and to consummate all of the other Contemplated Transactions, including the payment of the Purchase Price and all fees, expenses of and other amounts required to be paid by Buyer in connection with the Contemplated Transactions. Buyer is and shall be capable of satisfying the conditions contained in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assigned Contracts and the related Assumed Liabilities.

5.9 Solvency. Buyer is, and immediately after giving effect to the Contemplated Transactions shall be, solvent and at all times shall: (a) be able to pay its debts as they become due, (b) own property that has a fair saleable value greater than the amounts required to pay its debt (including a reasonable estimate of the amount of all contingent Liabilities), and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the Contemplated Transactions with the intent to hinder, delay or defraud either present or future creditors of Buyer or Seller. In connection with the Contemplated Transactions, Buyer has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

5.10 No Other Representations or Warranties. Except for the representations and warranties contained in this Article V, neither Buyer nor any other Person makes any other express or implied representation or warranty with respect to the transactions contemplated hereby, and Buyer disclaims any other representations or warranties, whether made by Buyer, any Affiliate of Buyer or any of Buyer's or its Affiliates' respective Representatives.

ARTICLE VI. COVENANTS OF THE PARTIES

6.1 Buyer's Access to Premises and Information. From the date hereof until the earlier of the termination of this Agreement and the Closing Date, upon reasonable advance written request by Buyer, Seller will permit Buyer and its Representatives to have reasonable access during normal business hours and in a manner so as not to interfere unreasonably with the regular business operation of Seller, to all properties, accounts, Records, Contracts, and employees of Seller relating to the Business, in each case, for the sole purpose of consummating the Contemplated Transactions and will be governed by all the terms and conditions of the Confidentiality Agreement; provided that (a) Buyer and its Representatives shall reasonably cooperate with Seller to maintain confidentiality regarding the Contemplated Transactions during such access and (b) the foregoing shall not require any Party to waive, or take any action with the effect of waiving, its attorney-client privilege or any confidentiality obligation to which it is bound with respect thereto or take any action in violation of applicable Law; provided, however, that with respect to information that if disclosed would require Seller to violate any applicable Law, the Parties shall reasonably cooperate to enable Buyer to have permissible access to such information.

6.2 Conduct of Business Prior to the Closing. Subject to the applicable Conditions, and except (i) as required by any applicable Laws (including any Order of the Bankruptcy Court) or any requirements or limitations resulting from the Bankruptcy Cases, (ii) as expressly provided by this Agreement, (iii) as set forth in Schedule 6.2 of the Disclosure Schedule, or (iv) consented to in writing by Buyer (which consent shall not be unreasonably withheld, conditioned or delayed), from and after the date of this Agreement until the Closing, Seller shall (x) conduct the Business in the Ordinary Course of Business and (y) use commercially reasonable efforts to conduct, maintain and preserve intact the Business and to preserve the rights, goodwill and relationships of its Business Service Providers, customers, lenders, suppliers, regulators and others having relationships with the Business. Without limiting the generality or effect of the foregoing, from the date hereof until the Closing Date, Seller shall:

(a) preserve and maintain all Permits required for the conduct of the Business as currently conducted or for the ownership and use in the Ordinary Course of Business of the Acquired Assets;

(b) continue to collect Accounts Receivable in the Ordinary Course of Business, without discounting such Accounts Receivable;

(c) continue to timely pay or satisfy all payables incurred after the Petition Date as and when due in the Ordinary Course of Business;

(d) maintain the Acquired Assets in materially the same condition as they were on the date of this Agreement, subject to reasonable wear and tear;

(e) not transfer, lease, license, mortgage, pledge, or otherwise dispose of any Acquired Assets other than dispositions in the Ordinary Course of Business or less than \$50,000 in the aggregate;

(f) not enter into any new Contract except in the Ordinary Course of Business or as specifically authorized by the Bankruptcy Court, in each case, if the obligations under such Contract for Seller is reasonably valued in the aggregate in excess of \$50,000;

(g) not waive, release, assign, settle, or compromise any Claims or Actions that are Acquired Assets;

(h) continue in full force and effect without material modification all Insurance Policies, except as required by applicable Law;

(i) defend and protect the properties and assets included in the Acquired Assets from infringement or usurpation;

(j) not (A) materially increase the wages, salaries, or bonuses payable to any Business Service Provider except as may be directed by an order of the Bankruptcy Court, (B) enter into, adopt, materially amend or terminate, or materially increase any benefits under any material Employee Benefit Plan or any plan, program, arrangement, policy, practice or agreement that would have been a material Employee Benefit Plan if it had been in existence on the date of this Agreement, (C) grant or agree to grant any equity or equity-based award, deferred compensation, material severance, material termination, material change-in-control or material retention pay to any Business Service Provider except as may be directed by an order of the Bankruptcy Court, (D) make any loans to any Business Service Provider (other than advances of expenses made in the Ordinary Course of Business), or (E) accelerate or agree to materially accelerate the time of payment or vesting of, or the lapsing of restrictions with respect to, or fund or otherwise secure the payment of, any compensation or benefits under any Employee Benefit Plan, except, in each case of (A) through (E), as required by a Collective Bargaining Agreement or by any Employee Benefit Plan, as applicable, or to comply with any applicable Laws or as may be directed by an order of the Bankruptcy Court;

(k) not hire, engage, terminate (other than for cause) or furlough the employment or engagement of any Business Service Provider who earns or is reasonably expected to earn (or prior to such termination, did earn) annual cash compensation in excess of \$120,000;

(l) not, with respect to the Business, take any action that would constitute a “mass layoff” or “plant closing” within the meaning of, or would otherwise trigger notice requirements or liability under, the WARN Act;

(m) not (A) recognize any Union as the bargaining representative for any Business Employee, or (B) enter into, amend, extend, or terminate any Collective Bargaining Agreement;

(n) comply in all material respects with all Laws applicable to the conduct of the Business or the ownership and use of the Acquired Assets; and

(o) not take or permit any action that would cause any of the changes, events or conditions described in Section 4.5 to occur.

6.3 Contact with Company Related Persons. Prior to the Closing, each Party shall not (and shall cause its Affiliates and Representatives to not) contact in any manner (a) any vendors, suppliers, customers, contractors or consultants, manufacturers, lessees, lessors, licensees or employees of the other Party or its Affiliates, or (b) any other Persons having a known business, regulatory or supervisory relationship with the other Party, in each case, regarding the other Party, the Business or the Contemplated Transactions without the prior written consent of the applicable Party (such consent not to be unreasonably withheld, conditioned or delayed), and any such permitted contacts shall be conducted in a manner which will not adversely interfere with the operations or business relationships of the applicable Party with such Persons.

6.4 Closing Conditions; Reasonable Efforts. From the date hereof until the Closing (or earlier termination of this Agreement), each Party shall (and in the case of Seller, subject to the applicable Conditions) use commercially reasonable efforts (a) to take all such actions as are reasonably necessary to expeditiously satisfy the closing conditions set forth herein and to cause the Contemplated Transactions to be effected as soon as practicable, but in any event on or prior to the Outside Date, and (b) to cooperate with the other Parties and their respective Affiliates and Representatives in connection with any step required to be taken as a part of its obligations hereunder.

6.5 Required Licenses. To the extent any applications for Permits necessary for the ownership of the Acquired Assets or the operation of the Business by Buyer may be made prior to Closing, within a reasonable period of time, but no later than 7 days following entry of the Sale Order, each Party shall have completed and filed with the applicable Governmental Authorities all applications for such Permits. To the extent requested by the applicable Governmental Authority, each Party shall promptly respond and provide such additional information or documentation as may be requested. The applicable Party shall keep the other Parties informed regarding the status of such applications and provide such information as any such other Party may reasonably request in connection therewith. Buyer and Seller each covenant and agree to comply with all applicable obligations with respect to the Permits and other matters set forth therein.

6.6 Antitrust Matters. Each of Seller and Buyer agrees to file all appropriate notifications and required filings pursuant to any applicable regulatory, antitrust or competition laws with respect to the Contemplated Transactions in the most expeditious manner practicable, and to supply promptly any additional information and documentary material that may be requested of such Party by the relevant Governmental Authorities in connection with any such applicable regulatory, antitrust or competition laws. Buyer agrees to take, and to cause its Affiliates to take, any and all steps necessary to avoid or eliminate as soon as possible each and every impediment under any such applicable regulatory, antitrust or competition laws that may be asserted by any United States or other Governmental Authority so as to enable the Parties to expeditiously consummate the Contemplated Transactions (and, for the avoidance of doubt, so as to avoid an in-depth or second-phase review by the relevant Governmental Authority), including (i) committing to or effecting, by consent decree, hold separate order or otherwise, the sale or disposition of such assets, securities, facilities or other properties as are required to be divested in order to obtain all applicable merger control clearances under any applicable regulatory, antitrust or competition laws and (ii) defending through litigation on the merits, including appeals, any claim asserted in any court or other

proceeding by any Person. Buyer shall pay the filing fees associated with filings under any applicable regulatory, antitrust or competition laws. Each of Seller and Buyer agrees not to participate in any substantive meeting or discussion, either in person or by telephone, with any Governmental Authority in connection with the Contemplated Transactions unless it (a) consults with the other Parties in advance, if at all possible and (b) to the extent not prohibited by such Governmental Authority, gives the other Parties the opportunity to attend and participate. Each of Seller and Buyer will permit each other to review in advance of any proposed material written communications to any such Governmental Authority and incorporate the other Parties' reasonable comments and will supply each other with copies of all correspondence, filings or communications with Governmental Authorities, with respect to the Contemplated Transactions; provided, however, that to the extent any of the documents or information are commercially or competitively sensitive, Seller or Buyer, as the case may be, may satisfy its obligations by providing such documents or information to the other Parties' outside antitrust counsel, with the understanding that such antitrust counsel shall not share such documents and information with its client.

6.7 Notice of Breach. From the date hereof until the Closing, each Party shall promptly notify the other Parties of any material breach by such Party of any representation, warranty or covenant made by such Party hereunder or occurrence of any event or circumstance which will reasonably result in such a breach.

6.8 Bankruptcy Matters.

(a) Bankruptcy Filings. Seller shall (A) reasonably cooperate with Buyer concerning the Sale Order and any other orders of the Bankruptcy Court relating to the Contemplated Transactions, (B) use commercially reasonable efforts to cause the Sale Hearing to be held no later than October 31, 2025; and (C) use commercially reasonable efforts to provide Buyer with copies of all applications, pleadings, notices, proposed orders and other documents relating to this Agreement or the Contemplated Transactions, at least one (1) day in advance of the proposed filing date so as to permit Buyer sufficient time to review and comment on such drafts and, with respect to all provisions that materially impact Buyer, such pleadings and proposed orders shall be reasonably acceptable to Buyer and consistent with this Agreement. Seller shall give Buyer reasonable advance notice of any hearings regarding the motions required to obtain the issuance of the Sale Order.

(b) Seller shall use good faith, commercially reasonable efforts to comply with the requirements of the Bankruptcy Code, Federal Rules of Bankruptcy Procedure and any applicable local rules or orders, for service on and noticing of all known and unknown creditors, and any other parties entitled to receive notice, in connection with the Contemplated Transactions or the Sale Order, in each case as may be modified under the Bidding Procedures Order or otherwise approved by the Bankruptcy Court.

6.9 Receipt of Misdirected Assets; Liabilities. From and after the Closing, if any Party or any of its Affiliates receives any right, property or asset that is an Acquired Asset (in the case of any Seller) or Excluded Asset (in the case of Buyer) that should belong to another party, such Party shall promptly transfer or cause such Affiliates to promptly transfer such right, property or asset (and shall promptly endorse and deliver any such right, property, or asset that is received in the form of cash, checks or other documents) to the applicable other Party, and such other party shall be obliged to accept such return or transfer, without the payment of any consideration therefor, and such asset will be deemed the property of the applicable other Party held in trust by such Party for the applicable other Party until so transferred. From and after the Closing, if any Party or any of its Affiliates is subject to a Liability that should belong to another Party pursuant to the terms of this Agreement, such Party shall promptly transfer or cause such Affiliates to promptly transfer such Liability to such other Party, and such other Party shall assume and accept such Liability without the payment of any further consideration therefor.

6.10 Duplication of Records. Prior to the Closing, Seller may make, and retain and use following the Closing, duplicate copies of any Records (including archival copies of all Assigned Contracts, books, records and other documents or materials conveyed hereunder); provided that such Seller shall, and shall cause its controlled Affiliates to, only use duplicated copies of Records solely (i) to comply with reporting, disclosure, filing or other requirements imposed on such Seller or its Affiliates by a Governmental Authority (including if so required under the Bankruptcy Code, Bankruptcy Court local rules or requested by the Bankruptcy Court), (ii) to prepare financial statements or Tax Returns, or in order to satisfy audit, accounting or other similar requirements of such Seller or its Affiliates, (iii) to defend any Action (including any Tax audit or examination) against or by Seller or any of its Affiliates or (iv) as necessary to administer any wind-down, dissolution, liquidation, reorganization or plan of reorganization of such Seller or its Affiliates. In the event any Records are used both by the Business and the Retained Business, each Party agrees to use its commercially reasonable efforts to enter into mutually acceptable arrangements to share such Records with both Seller (on behalf of Seller and their Affiliates) and any buyers of, or successors to, the Retained Business, including any trustee.

6.11 Backup Bidder. If an Auction is conducted, and Seller do not choose Buyer as the Successful Bidder, but instead choose Buyer as the Backup Bidder in accordance with the Bidding Procedures Order, Buyer will serve as the Backup Bidder. If Buyer is chosen as the Backup Bidder, Buyer will be required to keep its bid to consummate the Contemplated Transactions on the terms and conditions set forth in this Agreement (as the same may be improved upon by Buyer prior to or at the Auction) open and irrevocable until the closing of the sale of the Acquired Assets to the Successful Bidder, subject to the Backup Bid Outside Date. If the Alternative Transaction with the Successful Bidder is terminated prior to the termination of this Agreement, Buyer will be deemed to be the Successful Bidder and will forthwith consummate the Contemplated Transactions on the terms and conditions set forth in this Agreement (as the same may be improved upon by Buyer prior to or at the Auction).

6.12 Disclosure Schedule. Seller shall use its good faith efforts to promptly provide the Disclosure Schedule applicable to Articles II, IV and VI within fourteen (14) days of the Sale Hearing, and to be in form and substance reasonably acceptable to each Party at least three Business Days prior to the Closing Date, and thereafter deemed incorporated herein. The Parties agree to agree to consider in good faith any amendments to this Agreement as may be reasonably necessary to deliver the Acquired Assets as of the date hereof, after accounting for or giving effect to the Sale Order and other than changes resulting from the Business operating in the Ordinary Course of Business.

6.13 General Seller Assistance. Subject to compliance with applicable Law (including antitrust Laws), from the date of this Agreement until Closing, Seller shall, and shall cause its Affiliates to, reasonably cooperate with Buyer and use its commercially reasonable efforts to assist Buyer in connection with the transition of the Business to Buyer. Without limiting the foregoing, the Sellers shall provide to Buyer, for a period not to exceed 90 days after the Closing, all services previously provided by Sellers or their Affiliates that are reasonably necessary to orderly transition the Business and the Transferred Employees after the Closing, with such services to be provided on reasonable terms and conditions, solely at the cost of Buyer, to be set forth in the Transition Services Agreement.

6.14 No Control. Except as permitted by the terms of this Agreement, prior to the Closing, Buyer or the Buyer Group shall not directly or indirectly control, supervise, direct or interfere with, or attempt to control, supervise, direct or interfere with, the Business. Until the Closing, the operations and affairs of the Business are the sole responsibility of and under the complete control of Seller, except as expressly provided for in this Agreement.

6.15 Employees & Benefit Plans.

(a) At least ten (10) Business Days prior to the Closing Date, Seller shall provide Buyer with an updated Business Service Provider Census reflecting any new hires or engagements and terminations or departures of any Business Service Provider.

(b) At any time after being selected as the Successful Bidder, but in any event no later than five (5) Business Days prior to the Closing Date, Buyer or one of its Affiliates shall make a written offer of at-will employment to all Business Employees then employed by Seller or an applicable Affiliate, to be effective as of the Closing Date, on terms and conditions substantially similar to the current terms and conditions of such Person's employment. Any Business Employee who accepts such offer and commences employment with Buyer or its Affiliate immediately after the Closing is referred to herein as a "Transferred Employee". Effective as of the Closing, all Transferred Employees shall be deemed to have resigned from their employment with Seller and their Affiliates.

(c) Notwithstanding anything to the contrary herein, the hiring by Buyer or its Affiliate of any Business Employee as set forth in this Section 6.15 is conditioned upon the occurrence of the Closing, and upon satisfaction, at Buyer's reasonable discretion, of such reasonable standard hiring practices or requirements as Buyer or its Affiliate may include in its written offer or employment letter to such employees (including, without limitation, completion of Form I-9, minimum qualifications for specific positions and standard pre-employment screenings or background checks and similar requirements that are imposed on similarly situated employees of Buyer or its applicable Affiliate in the same or similar geographic area and business).

(d) With respect to each other Business Service Provider who is not a Business Employee, and who is engaged by Seller or any of its Affiliates prior to the Closing Date, Buyer or one of its Affiliates may, in their sole discretion, make a written offer of engagement, to be effective as of the Closing Date, on terms and conditions determined in Buyer or its Affiliate's sole discretion.

(e) Buyer shall not assume any Employee Benefit Plan or any Liabilities thereunder.

(f) Notwithstanding the provisions of this Section 6.15 or any provision of this Agreement, nothing in this Section 6.15 or this Agreement is intended to or shall (i) create in any Person any third-party rights with respect to the subject matter contained in this Section 6.15, (ii) amend any Employee Benefit Plan or other benefit plan, program, policy, or arrangement, (iii) require Buyer or any of its Affiliates, or Seller or any of its Affiliates, to continue any Employee Benefit Plan or other benefit plan, program, policy or arrangement beyond the time when it otherwise lawfully could be terminated or modified or as otherwise required herein or (iv) provide any Business Employee or any Transferred Employee with any rights to employment or continued employment.

**ARTICLE VII.
CONDITIONS PRECEDENT TO BUYER'S PERFORMANCE**

7.1 Buyer's Closing Conditions. The obligations of Buyer to consummate the Contemplated Transactions shall be subject to the satisfaction, at the Closing, of all the conditions set out below. Buyer may, in its sole discretion, waive any or all of these conditions in whole or in part by giving written notice to Seller.

(a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Order which is in effect and has the effect of making the Contemplated Transactions illegal,

otherwise restraining or prohibiting consummation of such transactions or causing any of the Contemplated Transactions to be rescinded following completion thereof.

(b) (i) The representations and warranties made by Seller in Article IV (other than Fundamental Representations) shall be true and correct in all respects (disregarding all qualifications or limitations as to “materiality” or “Material Adverse Change” and words of similar import set forth therein) as of the Closing Date as though such representations and warranties had been made on and as of the Closing Date (except that representations and warranties that are made as of a specified date need be true and correct only as of such date), except where the failure of such representations and warranties to be true and correct has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Change and (ii) the Fundamental Representations shall be true and correct in all respects, except for *de minimis* inaccuracies, as of the Closing Date as though such representations and warranties had been made on and as of the Closing Date (except that representations and warranties that are made as of a specified date need be true and correct in all respects only as of such date).

(c) Seller shall have performed and complied in all material respects with all of the covenants and agreements required by this Agreement to be performed or complied with by Seller on or before the Closing.

(d) The Bankruptcy Court shall have entered the Sale Order.

(e) Buyer shall have received the deliverables set forth in Section 3.6 required to be delivered by Seller to Buyer.

7.2 Waiver of Conditions. Upon the occurrence of the Closing, any condition set forth in this Article VII that was not satisfied as of the Closing will be deemed to have been waived for all purposes by Buyer as of and after the Closing. Buyer may not rely on the failure of any condition set forth in this Article VII to be satisfied if such failure was caused by Buyer’s failure to perform any of its obligations under this Agreement.

ARTICLE VIII. CONDITIONS PRECEDENT TO SELLER’S PERFORMANCE

8.1 Seller’s Conditions. The obligations of Seller to consummate the Contemplated Transactions shall be subject to the satisfaction, at the Closing, of all the conditions set out below. Seller may, in its sole discretion, waive any or all of these conditions in whole or in part by giving written notice to Buyer.

(a) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Order which is in effect and has the effect of making the Contemplated Transactions illegal, otherwise restraining or prohibiting consummation of such transactions or causing any of the Contemplated Transactions to be rescinded following completion thereof.

(b) Buyer and the Buyer Group, as applicable, shall have obtained all consents, approvals, interim authorization, findings of qualification and/or suitability, licenses, permits, orders or authorizations of and registrations, declarations or filings with any Governmental Authority required or necessary to close the Contemplated Transactions, and the foregoing shall be in full force and effect at the Closing.

(c) The representations and warranties made by Buyer in Article V shall be true and correct in all respects as of the Closing Date as though such representations and warranties had been made

on and as of the Closing Date (except that representations and warranties that are made as of a specified date need be true and correct only as of such date), except to the extent that the failure of such representations and warranties to be true and correct has not had a material adverse effect on the ability of Buyer to consummate the Contemplated Transactions.

(d) Buyer shall have performed and complied in all material respects with all of the covenants and agreements required by this Agreement to be performed or complied with by Buyer on or before the Closing.

(e) The Bankruptcy Court shall have entered the Sale Order.

(f) Seller shall have received the deliverables set forth in Section 3.7 required to be delivered by Buyer to Seller.

8.2 Waiver of Conditions. Upon the occurrence of the Closing, any condition set forth in this Article VIII that was not satisfied as of the Closing will be deemed to have been waived for all purposes by Seller as of and after the Closing. No Seller may rely on the failure of any condition set forth in this Article VIII to be satisfied if such failure was caused by such Party's failure to perform any of its obligations under this Agreement.

ARTICLE IX. TAXES

9.1 Transfer Taxes. Buyer shall bear all stamp, documentary, registration, value-added, transfer, sales, use, reporting, recording, filing and other similar fees, Taxes and charges including any interest and penalties with respect thereto ("Transfer Taxes") resulting from the transfer of the Acquired Assets and the assumption of the Assumed Liabilities effected pursuant to this Agreement to the extent determined to not be exempt in accordance with Section 1146 of the Bankruptcy Code. Buyer or Seller, as required by applicable Law, shall prepare and file all necessary Tax Returns or other documents with respect to all such Transfer Taxes, provided that Seller that prepares (or causes to be prepared) a Transfer Tax Return shall provide Buyer with a draft of such Tax Return no less than five (5) days prior to its due date (or, if due within five (5) days of the Closing, as soon as reasonably practicable) for Buyer's review and comment and shall make any changes reasonably requested by Buyer. Buyer shall pay any Transfer Taxes either to Seller (or an Affiliate of Seller) or to the relevant Governmental Authorities as required by applicable Law, or the Buyer shall reimburse Seller (or its Affiliate) for any Transfer Taxes paid by Seller (or its Affiliate).

9.2 Allocation of Purchase Price. Seller and Buyer agree that the purchase price (plus the Assumed Liabilities and other items to the extent properly taken into account for Tax purposes) shall be allocated for Tax purposes among the Acquired Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (and any similar provision of state, local or foreign law, as appropriate) (the "Allocation"). The Allocation shall be prepared and delivered by Buyer to Seller within 60 days of the Closing Date for Seller's review and comment. If Seller does not notify Buyer in writing of its objection or comment to any allocation set forth thereon within 30 days after Buyer's delivery of the Allocation, the Allocation prepared by Buyer shall be the final Allocation. If, within 30 days after Buyer's delivery of the Allocation, Seller notifies Buyer in writing that Seller objects to any allocation set forth thereon, Buyer and Seller shall negotiate in good faith to resolve such objection. If Seller and Buyer are unable to resolve all disputed items within 15 days after the delivery of Seller's written objection to Buyer, the Parties shall jointly retain a mutually agreed independent internationally recognized accounting firm (the "Accounting Firm") (which may in turn select an appraiser, if needed) to resolve any disputed item(s). The costs, fees and expenses of the Accounting Firm shall be borne by Buyer. The Accounting Firm shall

resolve any such dispute within thirty 30 days after its retention, and the Allocation shall be adjusted to reflect any such resolution of any disputed item(s). Each of Seller and Buyer agrees that said Allocation (as finally determined pursuant to this Section 9.2) shall be used by Seller and Buyer in reporting the transactions (including IRS Form 8594) covered by this Agreement for Tax purposes and neither Seller nor Buyer will take any position (or will allow any of their respective Affiliates to take any position) (whether in audits, Tax Returns, or otherwise) that is inconsistent with the Allocation (as finally determined pursuant to this Section 9.2), except, in each case, to the extent otherwise required by a final determination pursuant to Section 1313(a) of the Code (or any comparable provision of state, local or foreign law) or as Buyer or Seller (as applicable) determines is necessary to settle a dispute with a Taxing Authority after making a good faith effort to defend the Allocation. In the event that a Taxing Authority disputes the final Allocation (as finally determined pursuant to this Section 9.2), the Party receiving notice of such dispute shall promptly notify the other Party hereto, and the Parties shall, and shall cause their respective Affiliates to, use commercially reasonable efforts to defend such final Allocation in any applicable proceeding. Seller and Buyer shall reasonably cooperate in determining any allocation necessary for the determination of the amount of any Transfer Tax payable prior to the determination of the final Allocation.

9.3 Withholding. Buyer and its Affiliates and designees shall be entitled to deduct and withhold any amounts as are required to be deducted and withheld under any applicable Tax Law in connection with payments required to be made pursuant to the terms of this Agreement. To the extent any such withheld amounts are properly deducted and withheld pursuant to applicable Tax Law, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such withholding was made and shall be timely paid to the appropriate Taxing Authority. Buyer and its Affiliates and designees shall provide at least five (5) Business Days' notice to the applicable Person prior to making such withholding or deduction (except to the extent that such applicable Person has failed to comply with Section 9.7), and the Parties shall reasonably cooperate with each other to minimize or eliminate any potential deductions and withholdings that may be required under applicable Tax Law.

9.4 Straddle Period. In the case of any Straddle Period, Taxes shall be treated as attributable to the portion of such period that ends on the Closing Date as follows: (i) in the case of any sales, use, value-added, employment, or withholding Tax or other Taxes not described in clause (ii), or any Tax based on or measured by income, profits, gains, receipts, or activities, the level of any item shall be determined based on an interim closing of the books as of the end of the Closing Date (and for such purpose, the taxable period shall be deemed to terminate at such time), except that exemptions, allowances or deductions that are calculated on a periodic basis (including depreciation and amortization deductions), other than with respect to property placed in service after the Closing, shall be allocated on a *per diem* basis ending on the Closing Date and (ii) in the case of real property, personal property and similar *ad valorem* Taxes (other than Transfer Taxes), shall be deemed to be the amount of such Taxes for the entire period multiplied by a fraction, the numerator of which is the number of calendar days in the portion of the period ending on the Closing Date and the denominator of which is the number of calendar days in the entire period.

9.5 Cooperation. Each Party and its Affiliates shall reasonably cooperate, as and to the extent reasonably requested by any other Party, in connection with the filing of Tax Returns and any Action, audit, litigation, or other proceeding with respect to Taxes.

9.6 Pierce. Seller agrees that neither Seller nor its Affiliates shall report on any Tax Return a deemed payment or deduction in connection with the Contemplated Transactions under *James M. Pierce Corp. v. Comm.*, 326 F.2d 67 (8th Cir. 1964), with respect to any prepaid amount (if any) of Seller in respect of the Acquired Assets or the Business or with respect to any Acquired Asset the income recognition of which has been deferred pursuant to IRS Revenue Procedure 2004-34, 2004-22 I.R.B. 991, IRS Notice 2018-35, 2018-18 I.R.B. 522, Section 451(c) of the Code, or Treasury Regulations Section 1.451-8.

9.7 IRS Form W-9. Not later than eight (8) Business Days prior to the Closing Date, Seller shall deliver to Buyer a properly completed and duly executed IRS Form W-9 of Seller (or, if applicable, its regarded owner for U.S. federal income tax purposes).

9.8 Bulk Sales. 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 liens or claims arising out of the bulk transfer laws to the greatest extent permissible, and the Parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties with the “bulk sales,” “bulk transfers” or similar laws and all other similar laws in all applicable jurisdictions in respect of the Contemplated Transactions.

ARTICLE X. TERMINATION

10.1 Termination of Agreement. This Agreement may be terminated only in accordance with this Section 10.1. This Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written consent of Buyer and Seller;
- (b) by written notice of either Buyer or Seller, upon the issuance of an Order by a court of competent jurisdiction restraining, enjoining, or otherwise prohibiting the consummation of the Contemplated Transactions or declaring unlawful the Contemplated Transactions, and such Order having become final, binding and non-appealable; provided that no termination may be made by a Party under this Section 10.1(b) if the issuance of such Order was caused by such Party’s breach of, or failure to perform any of its obligations under, this Agreement;
- (c) by written notice of either Buyer or Seller, if the Closing shall not have occurred on or before the Outside Date; provided, that a Party shall not be permitted to terminate this Agreement pursuant to this Section 10.1(c) if the failure of the Closing to have occurred by the Outside Date was caused by such Party’s breach of, or failure to perform any of its obligations under, this Agreement or failure to negotiate in good faith or engage with respect to any Ancillary Document;
- (d) by written notice from Buyer to Seller, if Seller or Seller has breached, or failed to perform, any of its representations, warranties, covenants or agreements set forth in this Agreement, in each case, such that the conditions set forth in Sections 7.1(b) or 7.1(c) would not be satisfied; provided, that (i) if such breach or failure is curable by such Seller or Seller, then Buyer may not terminate this Agreement under this Section 10.1(d) unless such breach or failure has not been cured by the date that is two (2) Business Days prior to the Outside Date and (ii) the right to terminate this Agreement pursuant to this Section 10.1(d) shall not be available to Buyer at any time that Buyer is in material breach of any representation, warranty, covenant or agreement hereunder;
- (e) by written notice from Seller to Buyer, if Buyer has breached, or failed to perform, any of its representations, warranties, covenants or agreements set forth in this Agreement, in each case, such that the conditions set forth in Section 8.1(b) or 8.1(c) would not be satisfied; provided, that (i) if such breach or failure is curable by Buyer, then Seller may not terminate this Agreement under this Section 10.1(e) unless such breach or failure has not been cured by the date that is two (2) Business Days prior to the Outside Date and (ii) the right to terminate this Agreement pursuant to this Section 10.1(e) will not be available to Seller at any time that Seller is in material breach of any representation, warranty, covenant or agreement hereunder;

(f) by written notice from Seller to Buyer if (i) all of the conditions set forth in Section 7.1 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) or waived and (ii) Buyer fails to complete the Closing at the time required by Section 3.5;

(g) by written notice from Seller to Buyer, if the board of managers or similar governing body of Seller determines in good faith, after consultation with outside legal counsel, that proceeding with the Contemplated Transactions or failing to terminate this Agreement would be inconsistent with such Person's or body's fiduciary duties.

(h) automatically if the Bankruptcy Court enters an Order approving an Alternative Transaction and Seller close on such Alternative Transaction;

(i) by written notice of either Buyer or Seller in the event the Bankruptcy Case is dismissed or converted to cases under Chapter 7 of the Bankruptcy Code; or

(j) by written notice of either Buyer or Seller if Buyer is not the Successful Bidder or the Backup Bidder at the Auction.

10.2 Effect of Termination. In the event of termination of this Agreement pursuant to Section 10.1, this Agreement shall forthwith become void and there shall be no liability on the part of any Party or any of its partners, officers, directors, managers, equity holders or shareholders; provided that (a) Section 2.9, this Section 10.2, Section 12.9 and Article XII and the definitions referenced in such Sections and Articles, even if not included in such Sections and Articles, shall survive any such termination and (b) nothing herein shall relieve any Party from liability for Fraud with respect to any provision hereof.

10.3 Alternative Proposals. Notwithstanding anything in this Agreement to the contrary, Seller may participate in discussions or negotiations with, or furnish information with respect to Seller or the Business to any Person if (a) (i) such Person has submitted to Seller a bona fide written proposal to acquire the stock or assets of Seller, upon receipt of which Seller shall give prompt written notice to Buyer and (ii) Seller determine in their good faith judgment that taking such action is consistent with their fiduciary duties or (b) in accordance with the Bidding Procedures Order and the Bidding Procedures.

ARTICLE XI. SURVIVAL; POST-CLOSING MATTERS

11.1 Survival; Certain Waivers. Each of the representations and warranties and the covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such Party prior to the Closing) of the Parties set forth in this Agreement or in any other document contemplated hereby, or in any certificate delivered hereunder or thereunder, will terminate effective immediately as of the Closing such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought with respect thereto after the Closing. Each covenant and agreement that explicitly contemplates performance after the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms, and if no term is specified, then for three (3) years following the Closing Date, and nothing in this Section 11.1 will be deemed to limit any rights or remedies of any Person for breach of any such surviving covenant or agreement. Buyer and Seller acknowledge and agree, on their own behalf and on behalf of the Buyer Group or Seller Parties, as the case may be, that the agreements contained in this Section 11.1 (a) require performance after the Closing to the maximum extent permitted by applicable Law and will survive the Closing for three (3) years and (b) are an integral part of the Contemplated Transactions and that, without the agreements set forth in this Section 11.1, none of the Parties would enter

into this Agreement. In furtherance of the foregoing, from and after the Closing, each Party hereby waives and fully and finally releases (on behalf of itself, each of its Affiliates and each of its Representatives), to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation or warranty or covenant or obligation to have been performed at or prior to the Closing set forth herein, or in any other document contemplated hereby, or in any certificate delivered hereunder or thereunder arising under or based upon any theory whatsoever, under any Law, contract, tort or otherwise. Notwithstanding anything to the contrary in this Section 11.1 or elsewhere in this Agreement, nothing herein shall be deemed to limit the rights and remedies of any Party with respect to claims based on Fraud or of Buyer with respect to any claim that may be asserted under Section 509 of the Bankruptcy Code. Notwithstanding anything to the contrary in this Agreement, Seller shall be able to wind-down the Business promptly after the Closing. Nothing in this Section 11.1 shall prohibit Seller from ceasing operations or winding up its affairs or of the Business following the Closing.

11.2 Post-Closing Access.

(a) Notwithstanding anything to the contrary herein, from and after the Closing Date and for a period of three (3) years following the Closing Date, Buyer shall provide Seller and its Representatives reasonable access, during normal business hours and upon reasonable advance notice of not less than forty-eight (48) hours before the requested date of access, and at Seller's (or the applicable Affiliate's) sole expense, to such Records that are Acquired Assets and to certain key employees for the purposes of (i) the preparation or amendment of Tax Returns, (ii) the determination of any matter relating to the rights or obligations of Seller under this Agreement or (iii) as necessary to administer, or satisfy their obligations in connection with, the Bankruptcy Cases and the wind-down of Seller and their assets, in each case in such a manner as not to unreasonably interfere with the conduct of the Business; provided, that such access shall not include any books, records, other documents and electronically stored information that are not (or were not) Acquired Assets as of the Closing, and shall not include any confidential or privileged information or work product of Buyer or its Affiliates; provided, further, that Buyer agrees it will, and will cause its employees to, provide Seller and its Affiliates with reasonable assistance, support and cooperation with respect to the actions and access described in this Section. Notwithstanding anything to the contrary in this Agreement, Buyer and its Affiliates shall not be required to disclose any information to Seller if such disclosure would (x) jeopardize any attorney-client or other legal privilege or (y) contravene any applicable Law or fiduciary duty.

(b) Notwithstanding anything to the contrary herein, unless otherwise consented to in writing by Seller, Buyer will not, for a period of three (3) years following the Closing Date, destroy, alter, or otherwise dispose of any of the Records that are Acquired Assets without first offering to surrender to Seller such Records or any portion thereof that Buyer may intend to destroy, alter, or dispose of.

ARTICLE XII. MISCELLANEOUS

12.1 Notices. Except as otherwise provided herein, and subject to any requirements as to timing or sequencing set forth herein (e.g., advance or prior notice requirements), all notices, requests, claims, demands, waivers and other communications concerning this Agreement or the Contemplated Transactions must be in writing and must be personally delivered or sent by nationally recognized overnight courier service (charges prepaid) or by email (with a subject line beginning with the phrase "Maverick eGads Notice") as set forth below:

Notices to Buyer:

Maverick Specialty Fabrication & Design LLC
Attention: Eric Persson
Email: erichpersson@gmail.com

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

Raines Feldman Littrell LLP
4675 MacArthur Court, Suite 1550
Newport Beach, CA 92660
Attention: Hamid R. Rafatjoo
Email: hrafatjoo@raineslaw.com

Notices to Sellers:

RunItOneTime LLC
12530 NE 144th Street
Kirkland, WA 98034
Attention: Jeff Seery
Email: js@maverickgaming.com

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

Hunton Andrews Kurth LLP
600 Travis Street, Suite 4200
Houston, Texas 77002
Attention: Mark Young
Email: markyoung@hunton.com

Any Party may specify by written notice in accordance with this Section 12.1 to each of the other Parties a different email or physical address at any time. Any notice, request, claim, demand, waiver, or other communication shall be effective and deemed to have been given (a) on the day such communication is sent by email (provided that the Party delivering such email does not promptly receive notice of unsuccessful transmission and such sent email is kept on file (whether electronically or otherwise) by the sending party); (b) on the next Business Day after such communication is deposited with an overnight courier service when sent by overnight courier service; or (c) on the day such communication is personally delivered. A copy of the email transmission containing the time, date, and recipient email address shall be rebuttable evidence of receipt by email in accordance with clause (a) above. Written confirmation of receipt provided by an overnight courier service shall be rebuttable evidence of delivery by an overnight courier service in accordance with clause (b) above.

12.2 Entire Agreement; Modification; Waiver. This Agreement, the Ancillary Documents, and the Disclosure Schedule, as may be amended and updated, together with all Exhibits and schedules hereto or thereto and agreements or instruments executed in connection herewith or therewith, together with the Confidentiality Agreement, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous discussions, negotiations, proposals, undertakings, agreements, representations and understandings of the Parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, and no waiver shall constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. No course of dealing, nor any failure or

delay in exercising any right, shall be construed as a waiver, and no single or partial exercise of a right shall preclude any other or further exercise of that or any other right.

12.3 Parties in Interest. Except as otherwise expressly provided herein, including in Section 12.14 (Non-Recourse) and Section 12.17 (Legal Representation), nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Persons other than the Parties and their respective permitted successors and assigns.

12.4 Binding Effect; Assignment. This Agreement and the rights, interests, and obligations hereunder shall be binding upon Buyer, and, subject to the entry and terms of the Sale Order, on Seller, and shall inure to the benefit of and be so binding on the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Cases or any successor Chapter 7 cases. No Party may assign or delegate this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other Parties, and any attempted assignment or delegation without such prior written consent shall be null and void *ab initio*; provided that (a) Buyer may assign this Agreement and any or all of its rights and interests hereunder or designate one or more Persons to perform its obligations hereunder, in each case, so long as Buyer is not relieved of any liability or obligations hereunder and (b) Buyer may assign this Agreement and any or all of its rights and interest hereunder to any purchaser of all or substantially all its assets or designate such purchaser to perform its obligations hereunder.

12.5 Signatures. The signatures of the Parties to this Agreement, or to any related document, may be delivered by electronic transmission (such as electronic mail of a PDF signature page or any electronic signature). This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.6 Governing Law; Jurisdiction.

(a) Except to the extent mandatory provisions of the Bankruptcy Code apply, this Agreement, and any Action that may be based upon, arising out of or related to this Agreement or the negotiation, execution or performance of this Agreement or the Contemplated Transactions will be governed by and construed in accordance with the internal Laws of the State of New York, as applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of New York or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of New York to apply.

(b) Each of the Parties irrevocably agrees that any Action that may be based upon, arising out of, or related to this Agreement or the negotiation, execution or performance of this Agreement and the Contemplated Transactions brought by any other Party or its successors or assigns will be brought and determined in (i) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (ii) in the event the Bankruptcy Cases are closed, or if the Bankruptcy Court is unwilling or unable to hear such Action, in any state or federal court within Las Vegas, Nevada (the courts described clauses (i) and (ii), the “Chosen Courts”), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any such Action arising out of or relating to this Agreement and the Contemplated Transactions. Each of the Parties agrees not to commence any Action relating thereto except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any Chosen Court, and no Party will file a motion to dismiss any Action filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Courts, and hereby irrevocably waive any objection that any such court is an improper or inconvenient

forum for the resolution of such Action. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 12.1. Nothing in this Agreement will affect the right of any Party to this Agreement to serve process in any other manner permitted by Law.

12.7 Severability. If any provision of this Agreement is held invalid or unenforceable by any arbitrator or court of final jurisdiction, it is the intent of the Parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the Parties and such provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction.

12.8 Expenses. Whether or not the Closing takes place, except as otherwise provided herein, each Party shall pay all costs and expenses incurred or to be incurred by it in negotiating and preparing this Agreement and in closing and carrying out the Contemplated Transactions.

12.9 Disclosure; Confidentiality. Notwithstanding anything herein to the contrary, Seller and Buyer agree that prior to the Closing Date and after any termination of this Agreement, the Confidentiality Agreement shall remain in full force and effect in accordance with its terms. The Confidentiality Agreement shall terminate in its entirety at the Closing.

(a) Seller shall not, and shall cause its Affiliates not to, and shall instruct, and shall cause each of its Affiliates to instruct, its respective Representatives not to, directly or indirectly, for a period of five (5) years after the Closing Date, without the prior written consent of Buyer, disclose to any third party (other than each other and their respective Representatives) any confidential information with respect to the Business, the Acquired Assets or the Assumed Liabilities; provided that the foregoing restriction shall not (i) apply to any information (x) generally available to, or known by, the public (other than as a result of disclosure in violation of this Section 12.9(a)), (y) that was independently developed by Seller or its Affiliates without use of any confidential information with respect to the Business, or (z) that was made available to Seller or its Affiliates by a third party with the right to disclose such information, or (ii) prohibit any disclosure (x) required by law so long as, to the extent legally permissible, Seller provides Buyer with reasonable prior notice of such disclosure, (y) necessary to be made in connection with the enforcement of any right or remedy relating to this Agreement, or (z) in connection with any filings or other disclosures required in connection with compliance with the Bankruptcy Court. Subject to the other provisions of this Agreement, press releases and other publicity materials relating to the Contemplated Transactions shall be released by the Parties only after review and with the consent of the other Parties. Notwithstanding the foregoing, Seller may disclose to any of its lenders any of the provisions of this Agreement and the documents entered into or to be entered into in connection herewith.

(b) The Buyer shall not, and shall cause its Affiliates not to, and shall instruct, and shall cause each of its Affiliates to instruct, its Representatives not to, directly or indirectly, for a period of five (5) years after the Closing Date, without the prior written consent of Seller, disclose to any third party (other than each other and their respective Representatives) any confidential information in its possession other than information relating to the Excluded Assets or the Excluded Liabilities; provided that the foregoing restriction shall not (i) apply to any information (x) generally available to, or known by, the public (other than as a result of disclosure in violation of this Section 12.9(b)), (y) that was independently developed by Buyer or its Affiliates without use of any confidential information, or (z) that was made available to Buyer or its Affiliates by a third party with the right to disclose such information, or (ii) prohibit any disclosure (x) required by law so long as, to the extent legally permissible, the Buyer or its Affiliate, as applicable, provides Seller with reasonable prior notice of such disclosure, (y) necessary to be made in connection with the enforcement of any right or remedy relating to this Agreement, or (z) in connection with any filings or other disclosures required in connection with compliance with the Bankruptcy Court.

Subject to the other provisions of this Agreement, press releases and other publicity materials relating to the Contemplated Transactions shall be released by the Parties only after review and with the consent of the other Parties. Notwithstanding the foregoing, Buyer may disclose to any of its lenders any of the provisions of this Agreement and the documents entered into or to be entered into in connection herewith.

12.10 Further Assurances. Each Party, as requested by any other Party, shall use commercially reasonable efforts to execute, acknowledge and deliver from time to time any further deeds, assignments, conveyances and other assurances, documents and instruments of transfer, reasonably requested by such other Party, and shall take any other action consistent with the terms of this Agreement that may reasonably be requested by the other, for the purpose of assigning, transferring, granting, conveying and confirming to such Party, or reducing to possession, any or all property to be conveyed and transferred under this Agreement or any Ancillary Document; provided that (i) Buyer or its Affiliates shall not be required to incur liabilities or obligations pursuant to any such arrangement beyond those liabilities and obligations included as Assumed Liabilities, (ii) Seller and its Affiliates shall not be required to incur any Assumed Liabilities pursuant to any such arrangement and (iii) Buyer shall be entitled to communicate with Seller rather than Seller with respect to any requests or other matters under this Section 12.10.

12.11 Limitation of Liability. In no event will any Party or any of its Affiliates be liable for any special, incidental, indirect, exemplary, punitive or consequential damages (including lost profits, loss of revenue or lost sales) in connection with any claims, losses, damages or injuries arising out of related to this Agreement or the Contemplated Transactions.

12.12 Waiver of Jury Trial. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) WHETHER NOW EXISTING OR HEREAFTER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS OR THE ACTIONS OF ANY PARTY TO THIS AGREEMENT IN THE NEGOTIATION, EXECUTION AND DELIVERY, PERFORMANCE OR ENFORCEMENT OF THIS AGREEMENT OR THE ANCILLARY DOCUMENTS. 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 THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION WHATSOEVER BETWEEN OR AMONG THEM RELATING TO THIS AGREEMENT, ANY ANCILLARY DOCUMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS AND THAT SUCH ACTIONS WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

12.13 Specific Performance. The Parties agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any of the Parties fails to take any action required of it hereunder to consummate the Contemplated Transactions. It is accordingly agreed that (a) Seller and Buyer will be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 12.6 without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific performance and other equitable relief is an integral part of the Contemplated Transactions and without that right, neither Seller nor Buyer would have entered into this Agreement. The Parties acknowledge and agree that either Seller or Buyer pursuing an injunction or injunctions or other Order to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 12.13 will not be required to provide any bond

or other security in connection with any such Order. The remedies available to each Party pursuant to this Section 12.13 will be in addition to any other remedy to which they were entitled at law or in equity, and the election to pursue an injunction or specific performance will not restrict, impair or otherwise limit such Party from seeking to collect or collecting damages. If, prior to the Outside Date, any Party brings any action, in each case, in accordance with this Section 12.13, to enforce specifically the performance of the terms and provisions hereof by the other Parties, the Outside Date will automatically be extended (i) for the period during which such action is pending *plus* three (3) Business Days or (ii) by such other time period established by the court presiding over such action, as the case may be.

12.14 Non-Recourse. Notwithstanding anything herein to the contrary, except with respect to claims for Fraud:

(a) this Agreement may only be enforced against, and any Action based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as parties to this Agreement;

(b) except to the extent named as a party to this Agreement, and then only to the extent of the specific obligations of such parties set forth in this Agreement, no past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate, agent, or Representative of any Party, or any past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate, agent, or Representative any of the foregoing (each, a "Non-Recourse Party") shall have any Liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or Liabilities of any of the parties to this Agreement or for any claims, causes of action, obligations or liabilities arising under, out of, in connection with or related in any manner to this Agreement or the Ancillary Documents or based on, in respect of, or by reason of this Agreement or the Ancillary Documents or their negotiation, execution, performance or breach;

(c) each Non-Recourse Party is and shall be an intended third-party beneficiary of this Section 12.14 and shall have the right to enforce such provisions to the same extent as if it were a party hereto; and

(d) this Section 12.14 may not be terminated or modified in any manner that adversely affects any Non-Recourse Party without the prior written consent of such affected Non-Recourse Party.

12.15 Fiduciary Obligations. Nothing in this Agreement, or any document related to the Contemplated Transactions, will require Seller or any of its directors, managers, officers or members, in each case, in their capacity as such, to take any action, or to refrain from taking any action, to the extent inconsistent with their fiduciary obligations or applicable Law. Seller retain the right to pursue any transaction or restructuring strategy that, in Seller's business judgment, will maximize the value of their estates. For the avoidance of doubt, (i) Seller's ability to conduct the sale process (including any Auction) and to consider or advance alternative proposals shall not be impaired in any respect by this Agreement; (ii) any failure by a Seller to perform under this Agreement shall constitute a breach thereof (in the event such failure to perform would otherwise constitute a breach under this Agreement) notwithstanding anything to the contrary in this Section 12.15, provided there shall be no remedy or recourse under this Agreement or otherwise in the event of such breach; and (iii) any termination of this Agreement by either Party may be solely pursuant to Section 10.1, including a Party determining it is inconsistent with their fiduciary obligations to not terminate consistent with this Section 12.15.

12.16 Seller Representative.

(a) Each Seller irrevocably appoints RunItOneTime as its representative (solely in such capacity, the “Seller Representative”) with power of designation and assignment as such Seller’s true and lawful attorney-in-fact and agent with full power of substitution, to act for and on behalf of, and in the name of, such Seller with the full power, without the consent of such Seller, to exercise as Seller Representative in its sole discretion deems appropriate, the powers which such Seller could exercise under the provisions of this Agreement or any Ancillary Document and to take all actions necessary or appropriate in the judgment of Seller Representative in connection with this Agreement or any Ancillary Document. Without limiting the generality of the foregoing, each Seller hereby irrevocably grants Seller Representative full power and authority: (i) to give and receive notices and communications relating to the transactions and other matters contemplated by this Agreement and any Ancillary Documents; (ii) to execute and deliver, on behalf of such Seller, and to accept delivery of, on behalf of such Seller, such documents as may be deemed by Seller Representative, in its sole discretion, to be appropriate to consummate the Contemplated Transactions or any Ancillary Document; (iii) to make decisions on behalf of Sellers with respect to the transactions and other matters contemplated by this Agreement or any Ancillary Document; (iv) to receive funds, make payments of funds on behalf of Sellers, and give receipts for funds or to receive funds for the payment of expenses of Sellers or to deposit such funds in such accounts as Seller Representative deems appropriate and apply such funds in payment for such expenses; (v) to enforce, on behalf of such Seller, any claim against Buyer arising under this Agreement; (vi) to provide legal advice and to engage attorneys, accountants and other agents at the expense of Sellers; (vii) to amend this Agreement (other than this Section 12.16), any Ancillary Document, or any of the instruments to be delivered to Buyer by such Seller pursuant to this Agreement or any Ancillary Document; and (viii) to give such instructions and to take such action or refrain from taking such action, on behalf of such Seller, as Seller Representative deems, in its sole discretion, necessary or appropriate to carry out the provisions of this Agreement or any Ancillary Document. Buyer shall be entitled to rely exclusively upon any notices and other acts of Seller Representative as being final and legally binding acts of each Seller individually and Sellers collectively. The appointment and power of attorney granted by each Seller to Seller Representative shall be deemed coupled with an interest and all authority conferred hereby shall be irrevocable of any such Seller.

(b) Each Seller acknowledges and agrees that Seller Representative shall not be liable to any Seller or Buyer for any act done or omitted hereunder as Seller Representative. Sellers shall jointly and severally indemnify Seller Representative and hold Seller Representative harmless from and against any losses incurred without gross negligence or bad faith on the part of Seller Representative and arising out of or in connection with the acceptance or administration of its duties under this Agreement. Without limiting the generality or effect of the foregoing, (i) Seller Representative may rely, and shall be fully protected in acting, upon a good faith legal opinion from its counsel or upon the advice or opinion of any attorney, accountant or consultant retained by Seller Representative in connection with any matter relating to this Agreement or the Contemplated Transactions, (ii) Seller Representative may rely, and shall be fully protected in relying, upon the genuineness of any document believed by it to be genuine and to be signed by the proper party or parties, and (iii) Seller Representative shall not be liable for any error in judgment in the construction of this Agreement. Each Seller’s obligation with respect to Seller Representative under this Section 12.16(b) shall survive the Closing and continue indefinitely.

(c) If Seller Representative shall be unable or unwilling to fulfill its responsibilities hereunder, then Sellers shall, within ten (10) days after such event, appoint a successor representative. Any such successor shall become “Seller Representative” for purposes of this Agreement.

12.17 Legal Representation.

(a) Buyer agrees, on its own behalf and on behalf of each of its Affiliates and its and their respective successors and assigns (collectively, the “Waiving Parties”), that, following the Closing, Latham & Watkins LLP and Hunton Andrews Kurth LLP (“Seller’s Counsel”) may serve as counsel to Seller and its Affiliates in connection with any matters related to this Agreement or the Contemplated Transactions, including any litigation, claim or obligation arising out of or relating to this Agreement or such transactions. Buyer, on its own behalf and on behalf of the other Waiving Parties hereby (i) waives any claim they have or may have that Seller’s Counsel has a conflict of interest relating to this Agreement or is otherwise prohibited from engaging in such representation and (ii) agrees that, in the event that a dispute arises after the Closing between any of the Waiving Parties, on the one hand, and Seller or any of its Affiliates, on the other hand, Seller’s Counsel may represent Seller or any of its Affiliates in such dispute even though the interests of such Person may be directly adverse to the Waiving Parties. The Waiving Parties also further agree that, as to all communications among Seller’s Counsel and Seller or its Affiliates, subsidiaries or Representatives, that relate in any way to this Agreement, the negotiation thereof, or the Contemplated Transactions, the attorney-client privilege and the expectation of client confidence belongs to Seller and may be controlled by Seller (collectively, “Pre-Closing Privileges”) and shall not pass to or be claimed by Buyer or any other Waiving Party.

(b) All such Pre-Closing Privileges, and the portion of any books and records and other documents of Seller containing any advice or communication that is subject to any Pre-Closing Privilege (“Pre-Closing Privileged Materials”), shall be excluded from the Contemplated Transactions, and shall be retained by Seller. Absent the prior written consent of Seller (not to be unreasonably withheld, conditioned or delayed), neither Buyer nor any other Waiving Party shall have a right of access to Pre-Closing Privileged Materials. The Parties further agree and acknowledge that Seller have taken reasonable efforts to segregate and retain Pre-Closing Privileged Materials, that the existence of any remaining Pre-Closing Privileged Materials found in the custody of Buyer after Closing will not be deemed a waiver of any Pre-Closing Privileges, and that the same will be returned to Seller promptly after any discovery thereof.

(c) Buyer acknowledges that it has consulted with independent counsel of its own choosing with respect to the meaning and effect of this Section 12.17 and understands such meaning and effect.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed this Agreement on the day and year first above written.

BUYER

**MAVERICK SPECIALTY FABRICATION &
DESIGN LLC**, a Nevada limited liability company

By: _____
Name: Eric H. Persson
Title: Manager

[SIGNATURE PAGES TO ASSET PURCHASE AGREEMENT]

SELLERS

E.GADS, LLC,
a Nevada limited liability company

By: _____
Name:
Title:

MAVERICK DESIGN LLC,
a Nevada limited liability company

By: _____
Name:
Title:

SELLER REPRESENTATIVE

RUNITONETIME LLC,
a Washington limited liability company

By: _____
Name:
Title:

[SIGNATURE PAGES TO ASSET PURCHASE AGREEMENT]

ANNEX A

DEFINED TERMS

“Accounting Firm” has the meaning given to it in Section 9.2.

“Accounts Receivable” means all accounts receivable, rights to payment, notes receivable and other receivables (excluding income Tax receivables) of Seller related to the Business, and any security interest, claim, remedy or other right related to any of the foregoing.

“Acquired Assets” means all of the assets, properties and rights owned or held for use by Seller in the operation of the Business, other than Excluded Assets, whether real, personal, tangible, or intangible (including goodwill), accrued, contingent or otherwise, including the following:

- (a) all Accounts Receivable;
- (b) all Assigned Contracts;
- (c) all Transferable Permits;
- (d) all Real Property Leases;
- (e) all Fixed Assets;
- (f) all Intellectual Property Assets;
- (g) all Inventory;
- (h) all goodwill associated with the Business or the Acquired Assets;
- (i) all transferable telephone numbers, facsimile numbers and related directory listings used in connection with the Business;
- (j) subject to Section 6.10, all Records (including all information, books and records to the extent primarily related to the Acquired Assets, the Business or the Assumed Liabilities, including files, invoices, credit and sales records, personnel records of Business Employees (subject to applicable Law), Customer Lists, Customer Database, player lists, supplier lists, prospect lists, manuals, drawings, studies, reports, handbooks, business plans and other plans and specifications, accounting and financial books and records, ledgers, sales literature, current price lists and discounts, promotional signs and literature, marketing and sales programs, current and former product specifications, equipment tracking databases and regulatory, manufacturing and quality control records and procedures), to the extent such Records are within Seller’s possession (and specifically including the Transferred Employee Records, to the maximum extent transferrable in accordance with applicable Law), in each case, other than (i) any Tax Returns (and any related work papers) of Seller or its Affiliates and (ii) any Tax Returns (and any related work papers) and other books and records relating to the Acquired Assets, the Business, or the Retained Business (x) that are reasonably necessary for Seller or its Affiliates for Tax filing or reporting purposes, (y) that pertain to the Retained Business, or (z) that are otherwise reasonably necessary to the wind-down or liquidating plan of Seller or its Affiliate or businesses of Seller or its Affiliates after the Closing;
- (k) all rights in and to any Claims or Actions (other than D&O Claims), including any Avoidance Actions, solely to the extent relating to the Acquired Assets, Assigned Contracts, Assumed

Liabilities, or the Business; provided, however, that neither Buyer nor any Person claiming by, through or on behalf of Buyer (including by operation of law, sale, assignment, conveyance or otherwise) shall pursue, prosecute, litigate, institute or commence any such Avoidance Actions, or assert or use any such Avoidance Actions for defensive purposes;

(l) all marketing, advertising, and promotional materials;

(m) all rights and obligations under non-disclosure or confidentiality, non-disparagement, non-compete or non-solicitation agreements relating to the Business with (a) Transferred Employees and (b) agents of Seller or any Person;

(n) all prepayments and prepaid expenses and security and other deposits, including deposits in connection with any Real Property Lease assigned to Buyer, credits, deferred charges, advance payments, refunds, and rebates, in each case, to the extent such assets relate to the Acquired Assets; and

(o) insurance benefits under Insurance Policies, including rights and proceeds (other than, for the avoidance of doubt, under any director and officer insurance policy), solely to the extent relating to the Acquired Assets or the Assumed Liabilities (but only to the extent that such benefits relate to claims or potential claims arising from facts or circumstances existing or arising on or prior to the Closing which claims or potential claims have not been paid or resolved by Seller on or prior to the Closing); provided, that Seller shall retain: (i) all rights, title and interest in and to all Insurance Policies; and (ii) all insurance benefits, including rights and proceeds, with respect to any Excluded Assets.

“Action” means a claim, action, cause of action, lawsuit, arbitration, audit, litigation, subpoena, investigation, or other proceeding, of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity that is commenced, brought, conducted, tried or heard by or before any Governmental Authority.

“Adjustment Amount” has the meaning given to it in Section 3.3(d).

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

“Affordable Care Act” means Pub. L. No. 111-148 and related laws and regulations, as amended from time to time.

“Agreement” has the meaning given to it in the Preamble.

“Allocation” has the meaning given to it in Section 9.2.

“Alternative Transaction” means any transaction (or series of transactions), whether direct or indirect, whereby any Person or group of Persons (other than Seller and its Affiliates or Buyer and its Affiliates) acquires (i) beneficial ownership of a majority of the Equity Interests of Seller or (ii) a material portion of the Acquired Assets (but does not mean the sale of assets to customers conducted in the Ordinary Course of Business), in each case, whether by merger, sale of assets or equity, recapitalization, plan of reorganization or otherwise.

“Ancillary Documents” means the Assignment and Assumption Agreement, the Bill of Sale, Intellectual Property Assignment Agreement, the Transition Services Agreement, and all of the other agreements, certificates, instruments and documents required to be executed and delivered in connection with the Contemplated Transactions, in each case, including all exhibits, annexes, and schedules thereto.

“Assigned Contracts” means all Contracts listed on Schedule 2.1 of the Disclosure Schedule. For the avoidance of doubt, the inclusion of any Contract on such list shall be subject to the mutual approval of each Party.

“Assignment and Assumption Agreement” means that certain assignment and assumption agreement substantially in the form of Exhibit A hereto.

“Assumed Liabilities” means the following Liabilities, in each case, only to the extent exclusively related to the Acquired Assets and not paid or satisfied prior to the Closing:

(a) all Liabilities and obligations of Seller for payment and performance under the Assigned Contracts but only to the extent that such Liabilities thereunder arise and are required to be performed from and after the Closing Date, and do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by Seller on or prior to the Closing Date;

(b) accounts payable, trade payables, open purchase orders (except under any Excluded Contract), drafts or checks outstanding, accrued royalties and Liabilities arising from rebates, returns, recalls, chargebacks, coupons, discounts, failure to supply claims and similar obligations of Seller that (i) remain unpaid and are not delinquent as of the Closing (including such payables are entitled to priority in payment in the Bankruptcy Case under Sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code) and that (ii) arose after the Petition Date and in the Ordinary Course of Business;

(c) all timely filed or scheduled claims of Seller’s vendors for the value of goods received by Seller within twenty (20) days prior to the Petition Date which goods were sold to Seller in the Ordinary Course of Business but only to the extent such claims are entitled to priority in payment under Sections 503(b)(9) and 507(a)(2) of the Bankruptcy Code in the Bankruptcy Case as determined and allowed by the Bankruptcy Court or otherwise agreed to by Seller and Buyer, to the extent such claims remain unpaid as of the Closing;

(d) all Liabilities and obligations of Seller under the Transferable Permits, but only to the extent such obligations do not arise from or relate to any actual or alleged breach of such Transferable Permit or violation of law, in each case, arising as of, or related to the period prior to, Closing;

(e) all Liabilities related to or arising from the employment of the Transferred Employees arising on or after the Closing (other than as a result of the occurrence of the Closing);

(f) any Cure Costs to the extent that have not been paid on or before the Closing;

(g) all Liability for (i) Taxes attributable to the ownership or operation of the Acquired Assets or the Business by Buyer (or any of its Affiliates) for any Post-Closing Tax Period (as determined pursuant to Section 9.4 in respect of the Post-Closing Tax Period of any Straddle Period) and (ii) any Transfer Taxes pursuant to Section 9.1;

(h) all Liabilities with respect to utilities for the Leased Real Property, arising on or after the Closing Date;

(i) all Liabilities related to, resulting from or arising out of any (i) unredeemed refund amounts or similar items, (ii) customer deposits, or (iii) customer promotions and related programs (including customer loyalty programs and gift cards), in each case to the extent incurred in the Ordinary Course of Business;

(j) all Liabilities (including all government charges or fees) arising out of the conduct of the business or the ownership or operation of the Acquired Assets, in each case, by Buyer from and after the Closing; and

(k) all Liabilities set forth in Schedule 2.3 (in each case, consisting of Liabilities (or the applicable portion thereof) primarily relating to the Business).

In the event that any asset within the foregoing definition of “Assumed Liabilities” is also covered by the definition of “Excluded Liabilities” below, such asset or right (or applicable portion thereof) shall be considered solely an Excluded Liability.

“Auction” has the meaning ascribed in the Bidding Procedures Order.

“Auditor” has the meaning given to it in Section 3.3(c).

“Avoidance Actions” means any and all actual or potential causes of action to void a transfer of property or an obligation incurred by Seller pursuant to Chapter 5 of the Bankruptcy Code, including Sections 502(d), 510, 541, 542, 543, 544, 545, 547, 548, 549, 550, 551, and 553 or under analogous state or federal statutes and common law.

“Backup Bid” has the meaning ascribed in the Bidding Procedures Order.

“Backup Bid Outside Date” means November 30, 2025.

“Backup Bidder” means the next highest bidder or otherwise next best bid for the Acquired Assets after the Successful Bidder, as determined in accordance with the Bidding Procedures Order.

“Bankruptcy Cases” has the meaning given to it in the Recitals.

“Bankruptcy Code” means Title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended.

“Bankruptcy Court” has the meaning given to it in the Recitals.

“Bidding Procedures Order” means such order entered by the Bankruptcy Court on August 28, 2025 at Docket No. 178, governing the Auction and approving Seller’s proposed sale procedures for their assets in the Bankruptcy Cases.

“Bill of Sale” means that certain bill of sale substantially in the form of Exhibit B hereto.

“Business” means all businesses and operations of Sellers concerning or relating to the design, engineering, fabrication, manufacture, installation, sale, or servicing of displays, themed elements, signage, lighting, and architectural elements or treatments for casinos, resorts, gaming environments and other gaming-related operations throughout the United States and abroad.

“Business Day” means any day other than a Saturday, Sunday or other day on which banks in Houston, Texas, or New York, New York, are authorized or required by Law or executive order to be closed; provided, however, for clarification, banks in Houston, Texas, or New York, New York shall not

be deemed to be authorized or required by law or executive order to close or be closed due to “stay at home”, “shelter-in-place”, “non-essential employee” or any other similar orders or restrictions or the closure of any physical branch locations at the direction of any governmental authority so long as the electronic funds transfer systems (including for wire transfers) of banks in Houston, Texas, or New York, New York are open for use by customers on such day.

“Business Employee” means any individual then employed by Seller or Affiliate thereof who (i) primarily provides services to or in connection with the operation of the Business or (ii) is identified on Schedule 4.12 of the Disclosure Schedule.

“Business Employee Census” has the meaning given to it in Section 4.12(a).

“Business Registered IP” means all registrations and applications to register any patents, copyrights, trademarks, internet assets, and any other forms of registered Intellectual Property owned by or filed under the name of the Business.

“Business Service Provider” means (i) any Business Employee and (ii) any individual independent contractor who is then-directly engaged by Seller or Affiliate thereof and who, to the Knowledge of Seller, primarily provides services to or in connection with the operation of the Business, or is otherwise necessary to the operation of the Business.

“Business Software” means all Software that is owned or purported to be owned by the Business, including Software used or incorporated in any product or service of the Business.

“Buyer” has the meaning given to it in the Preamble.

“Buyer Group” means Buyer, any Affiliate of Buyer, and each of their respective former, current or future Affiliates, officers, directors, employees, partners, members, managers, financing sources, agents, advisors and other Representatives, successors or permitted assigns.

“Cash and Cash Equivalents” of any Person as of any date means all cash and cash equivalents (including all unrestricted and restricted cash (including all cash posted to support letters of credit, performance bonds, cash held overseas or other similar obligations), negotiable instruments, marketable securities and deposits with third parties (including landlords)) of such Person and its Subsidiaries on such date. For the avoidance of doubt, Cash and Cash Equivalents will be calculated net of issued but uncleared checks and drafts and will include checks, other wire transfers and drafts deposited or available for deposit for the account of any Person and its Subsidiaries.

“Chosen Courts” has the meaning given to it in Section 12.6(b).

“Claims” means all of Seller’s rights to any Action against third parties arising out of or in connection with the Acquired Assets, Assigned Contracts, Assumed Liabilities, or the Business and all warranties, rights and claims of Seller under all existing third-party warranties relating to any and all of the Acquired Assets, Assigned Contracts, Assumed Liabilities, or the Business, including third-party warranties and indemnification rights.

“Closing” has the meaning given to it in Section 3.5.

“Closing A/R” means the outstanding Accounts Receivable as of 12:01 AM Pacific Time on the Closing Date.

“Closing Date” has the meaning given to it in Section 3.5.

“Closing Date Payment” has the meaning given to it in Section 3.1(b).

“Closing Statement” has the meaning given to it in Section 3.3(b).

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

“Collective Bargaining Agreement” means any collective bargaining agreement or other labor-related Contract with a Union.

“Conditions” has the meaning given to it in Section 2.5(c).

“Confidentiality Agreement” means the confidentiality provisions of that certain Shareholder Services Agreement, which Buyer agrees to be bound by in respect of Seller to the same extent as the Supporting Shareholder, subject to the same rights, arguments and defenses as may be applicable or available to the Supporting Shareholder.

“Contemplated Transactions” means the transactions contemplated by this Agreement, the Ancillary Documents and all other transactions and agreements contemplated hereby and thereby.

“Contracts” means, with respect to any Person, all written contracts, agreements, leases, subleases, instruments, license agreements, sublicenses, deeds, mortgages, arrangements, promises, undertakings, obligations, understandings, or commitments of any kind, to which or by which such Person is a party or otherwise subject or bound or to which or by which any property, business, operation or right of such Person is subject or bound.

“Cure Costs” means cure costs required to be paid pursuant to Section 365 of the Bankruptcy Code or in connection with the assumption and assignment of Assigned Contracts.

“Customer Database” means all customer databases, customer lists, historical records of customers and any other customer information collected and used by Seller in connection with marketing and promoting the Business.

“Customer List” means that portion of its Customer Database that includes the names and certain key tendencies or other information of customers listed in such Customer Database; provided, that the Customer List shall not include any information that is prohibited from being disclosed by applicable law.

“Data Room” has the meaning given to it in Section 4.18.

“Debtors” has the meaning given to it in the Recitals.

“Deposit” has the meaning given to it in Section 3.2(a).

“Determination Date” has the meaning given to it in Section 3.3(c).

“DIP Credit Agreement” means that certain Senior Secured Superpriority Priming Debtor-in-Possession Credit Agreement, dated as of July 28, 2025, by and among RunItOneTime, Alter Domus (US) LLC, and the other parties thereto from time to time, as amended by that certain Amendment No. 1, dated as of August 7, 2025, by and among RunItOneTime, Alter Domus (US) LLC, and the other parties thereto, and as further amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

“DIP Facility” means the senior secured superpriority priming debtor-in-possession financing facility provided to Seller under the DIP Credit Agreement.

“Disclosure Schedule” means the disclosure schedules to be delivered in connection with this Agreement containing (a) exceptions to the representations and warranties set forth in Articles IV and V and (b) certain other schedules of information related to other provisions hereof.

“Disputed Contract” has the meaning given to it in Section 2.5(b).

“Dispute Notice” has the meaning given in Section 3.3(c).

“D&O Claims” means all rights of Seller against any current or former directors, officers, members, partners, shareholders, managers, advisors, or other professionals of such Seller, including any Actions and Claims.

“Domain Name” means any domain name solely related to the Business, including (i) its registrar accounts and administrative controls, (ii) all content, databases, backend systems, source code, and CMS credentials hosted under or associated with such domain; (iii) any server, hosting, or cloud infrastructure tied to such domain or their services, including associated account logins and credentials; (iv) all data, digital records, metadata, and analytics tied to use of such domain; and (v) all goodwill, trademarks, and naming rights inherent in or linked to such domain; provided, however, that on reasonable request from Seller, Buyer shall link to any websites relating to the Retained Business, Excluded Liabilities or Excluded Assets from the Domain Name website.

“E.GADS” has the meaning given to it in the Preamble.

“Employee Benefit Plan” means each “employee benefit plan,” as defined in Section 3(3) of ERISA (whether or not subject to ERISA), and all other employee benefit and compensation plans or arrangements, including bonus or incentive plans, deferred compensation arrangements, equity or equity-based compensation, severance pay, salary continuation, sick leave, vacation pay, disability, hospitalization, medical, accident, disability and life insurance, retiree healthcare, retiree life insurance, pension, retirement, scholarship, cafeteria, dependent care, or other insurance or employee benefit or compensation programs, plans, policies, agreements or arrangements, whether written or oral, which are for the benefit of current or former Business Employees or to which Seller contributes or has any material Liability, including due to an ERISA Affiliate, in respect of such Business Employees, other than (i) any Multiemployer Plan and (ii) any plans, programs, agreements or arrangements maintained or sponsored by, or to which contributions are mandated by, a Governmental Authority.

“Enforceability Exceptions” has the meaning given to it in Section 4.3.

“Equipment” means any and all equipment, computers, computer peripherals, hardware, accessories, furniture, furnishings, fixtures, office supplies, and vehicles.

“Equity Interest” means, with respect to any Person, (a) any shares or units of capital stock or voting securities, partnership or membership interest, unit of participation or other similar interest (however designated), whether voting or nonvoting, in such Person and (b) any option, warrant, purchase right, pre-emption right, conversion right, exchange right or other Contract which would entitle any other Person to acquire any such interest in such Person or otherwise entitle any other Person to share in the equity, profits, earnings, losses or gains of such Person (including equity appreciation, phantom equity, profit participation or other similar rights).

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

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

“Escrow Account” has the meaning given to it in Section 3.2(a).

“Escrow Agent” means a Person selected by Seller with reasonable prior notice to and the prior written consent of Buyer (such consent not to be unreasonably withheld, delayed or conditioned).

“Escrow Agreement” has the meaning given to it in Section 3.2(a).

“Estimated Adjustment Amount”, which may be positive or negative, means (i) the Estimated Closing A/R *minus* (ii) the Target A/R; provided, however, that in no event shall the absolute value of the Estimated Adjustment Amount be greater than \$300,000.

“Estimated Closing A/R” has the meaning given to it in Section 3.3(a).

“Estimated Closing Statement” has the meaning given to it in Section 3.3(a).

“Excluded Assets” means any assets of Seller that are not Acquired Assets, including the following assets, properties, and rights of Seller:

- (a) all Cash and Cash Equivalents of the Business as of immediately prior to Closing;
- (b) any asset, document, permit or Contract not used by the Business and not necessary for operation of the Business in the ordinary course;
- (c) all Claims and causes of action, and rights in and to any Claims or causes of action or other rights, that Seller may have against any Person with respect to any Excluded Assets or any Excluded Liabilities, and any Claims of Seller or other Debtors under this Agreement, any Ancillary Documents, or the Support Agreement;
- (d) all Claims and Actions, including D&O Claims, other than those Claims and Actions that are identified above as Acquired Assets;
- (e) all retainers or similar amounts paid to Representatives or other professional service providers of Seller or its Affiliates, and all bank accounts of Seller or its Affiliates;
- (f) all employee advances (but not including any such advances to Transferred Employees);
- (g) all Collective Bargaining Agreements;
- (h) all current and prior insurance policies of Seller, including, without limitation, all director and officer insurance policies, and all rights (ownership and otherwise), proceeds and benefits of any nature of Seller with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries;
- (i) all Excluded Contracts;
- (j) the Purchase Price and all rights, claims and causes of action of Seller under this Agreement or any agreement, certificate, instrument or other document executed and delivered between Seller and

Buyer in connection with the Contemplated Transactions, or any other agreement between Seller and Buyer entered into on or after the date hereof;

(k) any claim, right, or interest of Seller in or to any refund, rebate, abatement, or other recovery for Taxes of (or allocated to) such Seller (or its Affiliates) under applicable Tax Law relating to, or pursuant to the definition, of Excluded Liabilities, together with any interest due thereon or penalty rebate arising therefrom;

(l) every asset of Seller that would otherwise constitute an Acquired Asset (if owned immediately prior to the Closing) if conveyed or otherwise disposed of during the period from the date hereof until the Closing (i) in the Ordinary Course of Business, (ii) as authorized by the Bankruptcy Court, or (iii) as otherwise permitted by the terms of this Agreement;

(m) all Intellectual Property owned by a third party and used by Seller under a license or other Contract (other than rights granted to Seller pursuant to an Assigned Contract);

(n) all Intellectual Property owned by Seller that are not Intellectual Property Assets;

(o) all documents prepared or received by Seller or any of its Affiliates or their respective Representatives or on their behalf in connection with the sale of the Acquired Assets, this Agreement or the other Ancillary Documents, the Contemplated Transactions or the Bankruptcy Case, including (i) all records and reports prepared or received by Seller or any of its Affiliates or their respective Representatives in connection with the sale of the Acquired Assets and the Contemplated Transactions, (ii) all bids and expressions of interest received from third parties with respect to the acquisition of any of Seller's businesses or assets, (iii) all privileged materials, documents and records (including any work product) of Seller or any of its Affiliates or their respective Representatives, (iv) copies of the documents, materials and data related to the Acquired Assets or Assumed Liabilities prior to the Closing Date, (v) confidentiality agreements with prospective purchasers of the Acquired Assets or the Assumed Liabilities or any portion thereof, and (vi) any other files or records to the extent relating exclusively to any Excluded Assets, Excluded Liabilities, the Retained Business or the Bankruptcy Case;

(p) all documents (including information stored on the computer systems, data networks or servers of Seller) (i) to the extent they primarily relate to any of the Excluded Assets, the Excluded Liabilities or the Retained Business, (ii) that are Seller's financial accounting documents, minute books, organizational documents, stock certificates, stock registers and such other books and records of Seller as pertaining to ownership, organization or existence of such Seller, Tax Returns (and any related work papers) excluded from "Acquired Assets" in clause (l) of that definition, corporate seal, checkbooks and canceled checks, or (iii) that Seller is required by Law to retain;

(q) any Equity Interests of Seller or its Subsidiaries;

(r) all Liabilities or other amounts owing from Seller or any of its Affiliates (other than the Assumed Liabilities);

(s) all Employee Benefit Plans, together with all funding arrangements related thereto (including all assets, trusts, insurance policies and administrative service Contracts related thereto), and all rights and obligations thereunder;

(t) any books and records relating to any of the foregoing;

(u) any lease for nonresidential real property located at 3211 Polaris Avenue, Las Vegas, Nevada;

(v) any lease for nonresidential real property located at 3221 Polaris Avenue, Las Vegas, Nevada; and

(w) items set forth on Schedule 2.2 (in each case, consisting of assets (or an applicable portion thereof) not primarily used by or primarily relating to the Business).

(x) “Excluded Contracts” means all Contracts of Seller or other Debtor that are not Assigned Contracts, including all leases for real property other than the Leased Real Property, all Employee Benefit Plans, any Collective Bargaining Agreements, and the Support Agreement.

(y) “Excluded Liabilities” has the meaning given to it in Section 2.4 and shall include, but not be limited to, the following:

(a) any Liability (i) for Taxes of Seller (or any member or Affiliate of Seller); (ii) for Taxes relating to or arising from the Business or the Acquired Assets for any Pre-Closing Tax Period (as determined pursuant to Section 9.4 in respect of the Pre-Closing Tax Period of any Straddle Period); and (iii) of Seller for the Taxes of any other Person under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, or by Contract (except with respect to any Assigned Contract);

(b) all Liabilities of Seller or other Debtor, including any Liabilities entitled to priority under Section 503(b) or Section 507 of the Bankruptcy Code, that are not expressly listed as Assumed Liabilities;

(c) all Liabilities of Seller arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the Ancillary Documents and the Contemplated Transactions, including fees and expenses of counsel, accountants, consultants, advisers, and any other Person;

(d) all Liabilities relating to or arising out of the Excluded Assets or Excluded Contracts;

(e) all Liabilities in respect of any pending or threatened Action arising out of, relating to, or otherwise in respect of the operation or activities of the Business or the Acquired Assets to the extent such Action relates to such operation or activity first occurring on or prior to the Closing Date;

(f) all Liabilities of Seller or other Debtor arising under or in connection with any employee benefit plan providing benefits to any present or former employee of such Seller and all Liabilities of Seller for any present or former employees, officers, directors, retirees, independent contractors, or consultants of such Seller, including any Liabilities associated with any claims for wages or other benefits, bonuses, accrued vacation, workers’ compensation, or employee deferred compensation, including stock option plans, grants, and agreements, severance, retention, termination, or other payments, in each case, to the extent arising on or prior to the Closing, except as otherwise provided in this Agreement;

(g) all Liabilities arising from or relating to any (x) Multiemployer Plan, including all Withdrawal Liabilities, pre-closing funding obligations, and penalties assessed by a Governmental Authority and (y) Employee Benefit Plan, in the case of (x) and (y), whether arising prior to, at or after, the Closing Date;

(h) all Liabilities of Seller or any Debtor arising out of or relating to the work conditions, recruitment, employment, engagement, compensation, benefits, or termination of any employment or engagement (including, for the avoidance of doubt, any such Liabilities that arise out of or relate to or result from the consummation of the Contemplated Transactions) associated with any (i) Person who or which was employed or engaged by Seller or any of their Affiliates, or applied for employment or engagement with Seller or any of their Affiliates (including, but not limited to, any Business Employee who becomes a Transferred Employee); and (ii) any (A) Business Service Provider and (B) other current or former employee, independent contractor or other service provider, or applicant for employment or engagement of Seller or an Affiliate thereof, in each case, who does not become a Transferred Employee, whether arising prior to, on, or after, the Closing Date, including any Pre-Closing Employment Claim;

(i) all Liabilities of Seller arising out of or relating to under non-disclosure or confidentiality, non-disparagement, non-compete or non-solicitation agreements with any Person;

(j) all Liabilities for injury to a Person that arises out of or relates to the Business prior to the Closing, including any loss, damage, or injury sustained by any Business Service Provider or other current or former employee or independent contractor of Seller or any other Person while engaging in activities in connection with any Acquired Asset or the Business prior to the Closing;

(k) all Liabilities set forth on Schedule 2.4;

(l) all Liabilities to reimburse, or advance amounts to any present or former officer, director, employee, agent or other Person of Seller (including with respect to any breach of fiduciary obligations by same);

(m) all Liabilities under any Contracts that are not validly and effectively assigned to Buyer pursuant to this Agreement or the Sale Order;

(n) all Liabilities of Seller or other Debtor, or any of their respective Affiliates, arising from or relating to any debt, loans or credit facility, including but not limited to the DIP Facility or Prepetition Credit Agreement;

(o) all Liabilities arising out of, in respect of, or in connection with the failure by Seller or any of its Affiliates to comply with any Law or Order prior to the Closing;

(p) all Liabilities arising out of or relating to items set forth on Schedule 2.2(v);

(q) all Liabilities of Seller or other Debtor for any fees or expenses owed by Seller (or any member or Affiliate of Seller) (i) to or for any professionals retained in connection with the Bankruptcy Cases pursuant to any Order of the Bankruptcy Court, including for the avoidance of doubt any amounts owed to Marnell Gaming Management, (ii) to or for the benefit of any member of the Special Committee (as such term is defined in the Support Agreement), or (iii) for any amounts owing under 28 U.S.C. § 1936;

(r) all Liabilities of Seller or other Debtor owing to any Transferred Employees, including all Liabilities for accrued but unused vacation, sick leave, paid time off, or similar benefits and all Liabilities for “final paycheck” amounts owing under applicable Law;

(s) all Liabilities of Seller or other Debtor, or any of their respective Affiliates, arising from or relating to any Collective Bargaining Agreement; and

(t) all other Liabilities of Seller that are not expressly included as Assumed Liabilities.

Notwithstanding the foregoing, any Excluded Liability with respect to Taxes shall be exclusively governed by clause (a) of this definition and any Liability or other amounts described in this definition shall not include any Liability for Taxes.

“Express Representations” has the meaning given to it in Section 2.9.

“Fixed Assets” means all machinery, Equipment, tools, signs, marketing material, tenant improvements, and all other items of tangible personal property located at any Leased Real Property that is an Acquired Asset.

“Fraud” means a claim by a Party hereto for actual and intentional fraud of another Party with respect to the making of representations and warranties pursuant to Article IV (in the case of any representation or warranty made by Seller) or Article V (in the case of any representation or warranty made by Buyer); provided that actual and intentional fraud shall only be deemed to exist if a court of competent jurisdiction finally determines that the applicable Party made a knowing and intentional misrepresentation (under Article IV or Article V, as applicable) of a material fact with the intent that the other Party rely on such fact, coupled with damages caused by such other Party’s detrimental reliance on such fact under circumstances that constitute common law fraud under the Laws of the State of Nevada.

“Fundamental Representations” means those representations contained in Section 4.1 (Organization), Section 4.2 (Power and Authority), Section 4.3 (Enforceability), and Section 4.14 (Finder’s or Broker’s Fees).

“GAAP” means U.S. generally accepted accounting principles, in effect from time to time and consistently applied.

“Governmental Authority” means any (a) foreign, federal, state, local, municipal, or other government; (b) department, agency or instrumentality of a foreign or other government; (c) governmental or quasi-governmental authority of any nature; (d) any court or other tribunal; (e) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature, or (f) any mediator, arbitrator or arbitral body.

“Insurance Policies” has the meaning given to it in Section 4.17.

“Intellectual Property” means all of the following in any jurisdiction throughout the world: (a) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof, (b) all trademarks, service marks, trade dress, logos, designs, shapes, configurations, slogans, trade names, corporate names, Internet domain names, and rights in telephone numbers, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, (c) all copyrightable works, all copyrights, moral rights and other rights in any work of authorship, compilation or derivative work and all applications, registrations, and renewals in connection therewith, (d) all mask works and all applications, registrations, and renewals in connection therewith, (e) all trade secrets and confidential business information (including ideas, research and development, know-how, methods, recipes, formulas, compositions, manufacturing and production processes and techniques, technical and other data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) proprietary rights in software (including source code, executable code, data, databases, and related documentation) and computer programs, (g) Internet domain names and social media accounts, including the Domain Name, and (h) all other intellectual property rights in the foregoing,

including the right to sue and recover for past, present or future infringements, misappropriations or other conflict with any of the foregoing.

“Intellectual Property Assets” means all Intellectual Property owned, purported to be owned, used, or held for use by the Business in connection with the Business, including each item of Business Registered IP and Business Software.

“Intellectual Property Assignment Agreement” means an intellectual property assignment agreement, in form and substance reasonably acceptable to each Party.

“Inventory” means all inventories of the Business located at the Leased Real Property, including all finished goods, works in process, raw and packaging materials, spare and replacement parts, dice, food, beverages (including all alcohol to the extent such alcohol is permitted to be transferred to Buyer under applicable Law), merchandise, gaming supplies, gaming device parts inventory, engineering, maintenance and housekeeping supplies, cleaning supplies, and all other materials and supplies to be used, sold, resold or distributed by the Business and owned by the Business and located at the Leased Real Property.

“IRS” means the Internal Revenue Service.

“Knowledge of Seller” or words of like import means the actual knowledge after due inquiry of Jeff Seery and of another officer or employee identified prior to delivery of the Disclosure Schedule reasonably acceptable to the Parties.

“Law” means any federal, state, provincial, local, municipal, foreign or international, multinational or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, or regulation, issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority.

“Leased Real Property” means the premises located at: (i) 3235 Polaris Avenue, Las Vegas, Nevada, (ii) 3300 W. Desert Inn Road, Las Vegas, Nevada, and (iii) 3310 W. Desert Inn Road, Las Vegas, Nevada, all as further described in Schedule 4.8 of the Disclosure Schedule.

“Liabilities” means, as to any Person, any debt, adverse claim, liability, duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine or contribution obligation of such Person of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

“Liens” means any lien (as defined in Section 101(37) of the Bankruptcy Code), charge, easement, claim, encumbrance, mortgage, security interest, option, pledge, hypothecation, preemptive right, right of first refusal, or any other title defect or restriction on transfer or use, including without limitation, any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the Uniform Commercial Code of any jurisdiction.

“Liquidation Analysis” means that certain liquidation analysis prepared by Portage Point Partners, a copy of which has been provided to Buyer.

“Material Adverse Change” means any event, change, fact, condition, circumstance or occurrence that, when considered either individually or in the aggregate together with all other adverse events, changes,

facts, conditions, circumstances or occurrences, has had or would reasonably be expected to have a material adverse effect on (x) the business, operations, results of operations, properties, assets, or condition (financial or otherwise) of the Business, or (y) the ability of Seller to consummate the Contemplated Transactions other than, in the case of clause (x), the following: (i) events, changes, facts, conditions, circumstances or occurrences generally affecting the industry in which the Business operates, (ii) events, changes, facts, conditions, circumstances or occurrences generally affecting the United States economy or the United States debt, credit or securities markets (including any decline in the price of any security or any market index), (iii) any outbreak or escalation of hostilities or declared or undeclared acts of war or terrorism, (iv) any national or international calamity, pandemic, epidemic, earthquake, hurricane, tsunami, tornado, flood, mudslide, wild fire or other natural disaster, act of God or other force majeure event or any other similar event, (v) changes or proposed changes in Law after the date hereof, (vi) changes or proposed changes in GAAP (or interpretations thereof) after the date hereof, or (vii) any failure of the Business to meet projections, forecasts or revenue or earning predictions for any period after the date hereof (provided that the underlying causes of such failure may, to the extent applicable, be considered in determining whether there has been, or is reasonably be expected to be, a Material Adverse Change); provided that in the case of clauses (i) through (vi) that such effects do not, individually or in the aggregate, have a disproportionate adverse impact on the Business relative to other Persons in the industries or markets in which the Business operates.

“Multiemployer Plan” has the meaning given to it in Section 4.13(d).

“Non-Assignable Assets” has the meaning given to it in Section 2.5(c).

“Non-Recourse Party” has the meaning given to it in Section 12.14(b).

“Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Authority.

“Ordinary Course of Business” means the ordinary and usual course of operations of the Business consistent with past practice, taking into account Seller’s financial condition, financial distress and the Bankruptcy Cases.

“Outside Date” means November 30, 2025; provided, that such date may be extended to the extent the only remaining conditions to Closing (other than conditions that by their nature are to be satisfied at the Closing) is the receipt of necessary regulatory approvals.

“Parties” has the meaning given to it in the Preamble.

“Permits” means, with respect to any Person, any license, franchise, permit, consent, approval, right, privilege, certificate or other similar authorization issued or otherwise granted by any Governmental Authority to which or by which such Person is subject or bound or to which or by which any property, business, operation or right of such Person is subject or bound.

“Permitted Liens” means (a) statutory liens of carriers, warehousemen, mechanics, materialmen and other similar common law liens incurred in the Ordinary Course of Business for sums not yet due and payable or which are being contested in good faith by appropriate proceedings or for which Seller shall have provided bond or other security satisfactory to the title company; (b) Liens for Taxes not yet due and payable, being contested in good faith, or the nonpayment of which is permitted or required by the Bankruptcy Code, (c) Liens for utilities not yet due and payable, being contested in good faith, or the nonpayment of which is permitted or required by the Bankruptcy Code, (d) easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary

impediments against any of the Leased Real Property which do not, individually or in the aggregate, materially and adversely affect the operation in the ordinary course of the Acquired Assets and, in the case of Leased Real Property, which do not, individually or in the aggregate, materially and adversely affect the use or occupancy of such Leased Real Property as it relates to the operation in the ordinary course of the Acquired Assets, (e) applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law which are not materially violated by the current use or occupancy of any Leased Real Property, (f) if applicable, Liens by, through or under Buyer's financing for the transactions contemplated hereby, and (g) solely for the period of time prior to Closing, Liens that will be removed or released by operation of the Sale Order.

"Person" means any individual or any corporation, association, trust, partnership, unincorporated association, limited liability company, joint venture, joint stock or other company, trust, organization, Governmental Authority, Union, or other entity of any kind, in each case, whether or not having a separate legal personality.

"Petition Date" has the meaning given to it in the Recitals.

"Post-Closing Tax Period" means any Tax period beginning after the Closing Date and that portion of a Straddle Period beginning after the Closing Date.

"Pre-Closing Employment Claim" means any Claim against Seller, any Affiliate thereof, or Buyer or its Affiliates, related to the employment or engagement by Seller or its Affiliates of any Person as an employee, independent contractor or other service provider, or the termination of any such employment or engagement, or by any applicant for employment or engagement with Seller or any Affiliate thereof, in each case, to the extent arising on or prior to the Closing Date.

"Pre-Closing Privileged Materials" has the meaning given to it in Section 12.17(b).

"Pre-Closing Privileges" has the meaning given to it in Section 12.17(a).

"Pre-Closing Tax Period" means any Tax period ending on or before the Closing Date and that portion of any Straddle Period ending on the Closing Date.

"Prepetition Credit Agreement" has the meaning ascribed in the Bankruptcy Court order filed as Docket No. 65 in the Bankruptcy Cases.

"Projections" has the meaning given to it in Section 2.9.

"Purchase Price" has the meaning given to it in Section 3.1.

"Real Property Leases" means all of the unexpired leases of real property relating to the Leased Real Property.

"Records" means all past and present customer, supplier, or vendor records, files, documents, instruments, and all other books, records, policies, and procedures pertaining to the operation of the Business or the use of the other Acquired Assets.

"Representatives" means, with respect to any Person, any directors, officers, employees, investment bankers, financial advisors, accountants, agents, attorneys, consultants, or other representatives of such Person.

“Retained Business” means the business of Seller or other Debtors that is not being acquired pursuant to this Agreement.

“RunItOneTime” has the meaning given to it in the Preamble.

“Sale” means, any direct or indirect sale, transfer, assignment, pledge, mortgage, exchange, hypothecation, grant of a security interest or other direct or indirect disposition or encumbrance of an interest (whether with or without consideration, whether voluntarily or involuntarily or by operation of law) or the acts thereof.

“Sale Hearing” means the hearing scheduled by the Bankruptcy Court to approve the sale of the Acquired Assets.

“Sale Order” has the meaning given to it in Section 2.8.

“Seller Parties” means Seller and each of its former, current, or future Affiliates, officers, directors, employees, partners, members, equityholders, controlling or controlled Persons, managers, agents, advisors and other Representatives, successors or permitted assigns.

“Seller” has the meaning given to it in the Preamble.

“Seller Representative” has the meaning given to it in Section 12.16(a).

“Seller’s Counsel” has the meaning given to it in Section 12.17(a).

“Shared Contracts” means any Contracts that relate to or are used by both, on the one hand, the Business acquired pursuant to this Agreement and, on the other hand, other businesses of Seller or its Affiliates that are not being acquired pursuant to this Agreement.

“Software” means all computer software, including source code, object code, algorithms, firmware, formulas, methods, databases, comments, user interfaces, administration, e-mail and customer relationship management tools, menus, buttons and icons, and all files, data, manuals, design notes and other items and documentation related thereto or associated therewith, and any derivative works, foreign language versions, fixes, upgrades, updates, enhancements, new versions or previous versions thereof, and all media and other tangible property necessary for the delivery or transfer thereof.

“Straddle Period” means any taxable period that includes but does not end on the Closing Date.

“Subsidiary” means, with respect to any Person, any corporation, limited liability company or other entity of which a majority of the total voting power of shares of stock or other Equity Interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees or other governing body or Person thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or any partnership, association or other business entity of which a majority of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof. The term “Subsidiary” shall include all Subsidiaries of such Subsidiary.

“Successful Bid” has the meaning ascribed in the Bidding Procedures Order.

“Successful Bidder” means the bidder with the highest or otherwise best bid for the Acquired Assets, as determined in accordance with the Bidding Procedures Order.

“Support Agreement” means that certain Transaction Support Agreement dated as of June 25, 2025, a copy of which is attached as Exhibit A to the declaration filed as Docket No. 18 in the Bankruptcy Cases.

“Supporting Shareholder” has the meaning ascribed in the Support Agreement.

“Target A/R” means an outstanding balance of Accounts Receivable of \$3,500,000.

“Tax” or “Taxes” means any foreign, United States federal, state or local tax, including net income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, *ad valorem*, value added, transfer, rates, imposts, asset, capital, net worth, franchise, profits, license, withholding, payroll, employment, excise, severance, stamp, registration, recording, transaction, business, gaming, gaming license, occupation, premium, property, environmental or windfall profit tax, custom, duty or other tax, levy, governmental fee, escheat or unclaimed property liability, or other like assessment or charge in the nature of a tax, together with any interest, penalty, addition to tax or additional amount imposed by any Law or Taxing Authority.

“Tax Returns” means any return, declaration, report, claim for refund, or information return or statement filed or required to be filed with any Taxing Authority, including any supplement or attachment thereto and including any amendment of any of the foregoing.

“Taxing Authority” means any Governmental Authority, domestic or foreign, having jurisdiction over the administration, assessment, determination, collection, or other imposition of any Taxes.

“Transaction Consents” means the approval of the Bankruptcy Court and the matters contemplated by Schedule 4.4 of the Disclosure Schedule.

“Transfer Taxes” has the meaning given to it in Section 9.1

“Transferable Permits” means, to the extent transferable pursuant to applicable Law, Seller’s interest in any Permit held by such Seller in connection with the operation of the Business.

“Transferred Employee” has the meaning given to it in Section 6.15(b).

“Transferred Employee Records” means all Forms I-9 for all Transferred Employees.

“Transition Services Agreement” means that certain transition services agreement to be in form and substance reasonably acceptable to Buyer and the Sellers.

“Treasury Regulations” means the regulations promulgated under the Code, as amended from time to time, including the corresponding provisions of any successor regulations.

“Union” means any labor union, trade union, or other employee representative body.

“Waiving Parties” has the meaning given to it in Section 12.17(a).

“WARN Act” means the federal Worker Adjustment and Retraining Notification Act of 1988, as amended, and any similar foreign, state or local Law.

“Withdrawal Liability” means any Liability on account of a “complete withdrawal” (within the meaning of Section 4203 of ERISA) or a “partial withdrawal” (within the meaning of Section 4205 of ERISA) from any Multiemployer Plan.

DISCLOSURE SCHEDULE

(to be provided)

EXHIBIT A

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

(to be provided)

EXHIBIT B

FORM OF BILL OF SALE

(to be provided)

EXHIBIT 2

(List of Assigned Contracts)

1. Lease Agreement dated November 10, 2004, as amended from time to time, for premises at 3235 Polaris Avenue, Las Vegas Nevada and 3300-3310 W. Desert Inn Road, Las Vegas, Nevada, by and between Schnitzer Properties-Nevada, LLC f/k/a Harsch Investment Properties-Nevada, LLC, as landlord, and E.GADS, LLC, as tenant.