

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

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<i>In re</i>	:	Chapter 11
	:	
TECT AEROSPACE GROUP HOLDINGS,	:	Case No. 21-10670 (KBO)
INC., <i>et al.</i> ,	:	
	:	Jointly Administered
Debtors. ¹	:	
-----	X	Re: D.I. 151, 152, 206

**ORDER (I) APPROVING THE SALE OF THE DEBTORS' EVERETT, WA ASSETS
FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES,
(II) APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY
CONTRACTS AND UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF**

Upon the motion (the "**Motion**")² of TECT Aerospace Group Holdings, Inc. and its debtor affiliates in the above-captioned chapter 11 cases, as debtors and debtors in possession (collectively, the "**Debtors**"), for entry of an order (this "**Order**") (i) approving the proposed sale (the "**Sale**") of the Debtors' assets related to their Everett, Washington manufacturing business (the "**Assets**"), (ii) approving the assumption and assignment to the buyer of executory contracts and unexpired leases (collectively, the "**Contracts**") in connection with the Sale, and (iii) granting related relief, all as more fully set forth in the Motion; and this Court having previously entered an order approving bidding procedures and related matters in connection with the Sale [D.I. 206] (the "**Bidding Procedures Order**"); and Wipro Givon USA, Inc. ("**Buyer**") having submitted the highest or best offer for the Assets in accordance with the Bidding Procedures Order, which offer is reflected in that certain Asset Purchase Agreement, dated as of May 7, 2021, by and among

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: TECT Aerospace Group Holdings, Inc. (9338); TECT Aerospace Kansas Holdings, LLC (4241); TECT Aerospace Holdings, LLC (9112); TECT Aerospace Wellington Inc. (4768); TECT Aerospace, LLC (8650); TECT Hypervelocity, Inc. (8103); and Sun Country Holdings, LLC (6079). The Debtors' mailing address is 300 W. Douglas, Suite 100, Wichita, KS 67202.

² Capitalized terms used but not otherwise defined herein have the meanings given to those terms in the Motion unless otherwise specified.

Buyer, TECT Aerospace Holdings, LLC, and TECT Aerospace, LLC (together, “**Sellers**”), a copy of which is attached hereto as **Exhibit 1** (as amended by Amendment No. 1 to Asset Purchase Agreement, attached hereto as **Exhibit 2**, and as may be further amended or supplemented, the “**Asset Purchase Agreement**”); and the Court having reviewed (a) the proposed Transition Services Agreement between Buyer and Sellers, which is attached to the Asset Purchase Agreement as Exhibit E (the “**TSA**”), (b) the proposed Bill of Sale and Assignment between Stony Point Equipment Finance, LLC (“**SP Equipment Finance**”), Sellers, and Buyer, which is attached to the Asset Purchase Agreement as Exhibit J-1 (the “**SP Equipment Bill of Sale**”), (c) the proposed Second Amended and Restated Support Services Agreement between Buyer and Office Support Services, LLC (“**OSS**”), which is attached to the Asset Purchase Agreement as Exhibit J-2 (the “**New Services Agreement**”), (d) the proposed Second Amendment to Lease Agreement between Buyer and Utica Realty Holdings V LLC (“**Utica**”), which is attached to the Asset Purchase Agreement as Exhibit J-3 (the “**Everett Real Property Lease**”), and (e) the proposed Side Letter Agreement (the “**Boeing-Wipro Agreement**”) between Buyer and The Boeing Company (“**Boeing**”), which is attached to the Motion as Exhibit D and filed under seal; and upon the declaration of David Burns in support of the Motion, the Sale, and entry of this Order [D.I. 305] and the *Declaration of Buyer Representative Goni Letzter in Support of Good Faith Finding under Section 363(m)* [D.I. 304]; and the Court having held a hearing, if necessary, to consider the relief requested in the Motion with respect to approval of the Sale and assumption and assignment of the Contracts; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding

pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, and to the extent that any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. This Court has jurisdiction to consider the Motion, the relief requested therein, and the approval of the Sale in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b). Venue of the Debtors' chapter 11 cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).

D. Notice. The Debtors provided proper, timely, adequate, and sufficient notice of, and a fair and reasonable opportunity to object and be heard with respect to, the Motion, the Bidding Procedures Order, the Auction, the Sale Hearing, the Sale, and proposed assumption and assignment of the Contracts, and the Cure Costs and Adequate Assurance Information related thereto. That notice was good and sufficient under the circumstances, and provided all parties in interest a full and fair opportunity to object and be heard. With respect to parties in interest whose identities could not be reasonably ascertained by the Debtors, the Debtors' publication of the information in the Sale Notice in *The Wall Street Journal* and *The Seattle Times*, and on the Case Information Website, was sufficient and reasonably calculated to provide adequate notice to unidentified parties under the circumstances.

E. Disclosures. The disclosures made by the Debtors in the Motion, the Sale Notice, the Assumption and Assignment Notice, the Notice of Auction Results and all other related notices and documents filed with the Court concerning the Asset Purchase Agreement and Sale were complete and adequate.

F. Sound Business Purpose. The Debtors have demonstrated good, sufficient and sound business purposes and justifications for approval of the Motion and the approval of and entry into the Sale, the Asset Purchase Agreement, and any ancillary agreements thereto (i) are a result of due deliberation by the Debtors and constitute a sound and reasonable exercise of the Debtors' business judgment consistent with their fiduciary duties; (ii) provide value and are beneficial to the Debtors' estates, and are in the best interests of the Debtors, their estates, and their stakeholders; and (iii) are reasonable and appropriate under the circumstances. Business justifications for entry into the Sale and the Asset Purchase Agreement include, without limitation, the following: (i) the Asset Purchase Agreement is the highest or best offer received for the Assets; (ii) the Asset Purchase Agreement presents the best opportunity to maximize the value of the Assets on a going-concern basis and to avoid decline and devaluation as a result of delay or liquidation; (iii) failure to consummate the Sale expeditiously, as provided under the Asset Purchase Agreement, could materially diminish creditor recoveries; and (iv) the immediate consummation of the Sale is necessary to maximize the value of the Debtors' estates.

G. Compliance with Bidding Procedures. The Debtors conducted an open and fair sale process. The sale process was non-collusive in all respects, and all interested parties were provided a full, fair and reasonable opportunity to make an offer to purchase the Assets. The Debtors, the Buyer, and their respective counsel and other advisors have complied with the Bidding Procedures and the Bidding Procedures Order.

H. Highest or Best Value. The Debtors determined, in their reasonable business judgment, in a manner consistent with their fiduciary duties and in consultation with the Consultation Parties, that the Buyer's Qualified Bid, as documented in the Asset Purchase Agreement, was the highest or otherwise best Qualified Bid for the Assets. Consummating the

Sale will yield greater value to the Debtors' estates than would have been provided by any other available alternative transaction.

I. Fair Consideration. The consideration the Buyer will pay under the Asset Purchase Agreement constitutes (i) fair and reasonable consideration for the Assets; and (ii) reasonably equivalent value and fair consideration under the Bankruptcy Code and other laws of the United States, any state, territory, possession thereof or the District of Columbia.

J. Free and Clear Sale. The Debtors can sell the Assets to Buyer free and clear of all liens, claims, interests, and encumbrances (each, an "**Interest**") (unless otherwise assumed under, or permitted by, the Asset Purchase Agreement), because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Any holders of Interests that objected to the Sale or the Motion and that have an Interest on the Assets could be compelled in a legal or equitable proceeding to accept money in satisfaction of their Interest pursuant to section 363(f)(5), or fall within one or more of the other subsections of section 363(f) and, therefore, are adequately protected by having their Interests on the Assets attach solely to the proceeds of the Sale ultimately attributable to the sale of the property on which such holders have an Interest, in the same order of priority, and with the same validity, force, and effect that their Interests had prior to the consummation of the Sale, subject to any rights, claims, or defenses of the Debtors and their estates. Any Interest holders that did not object, or that withdrew their objections, to the Motion or the Sale, are deemed to have consented to the sale of the Assets free and clear of their respective Interests on the Assets pursuant to section 363(f)(2) of the Bankruptcy Code.

K. No Successor Liability. By consummating the Sale pursuant to the Asset Purchase Agreement, the Buyer is not a mere continuation of any of the Debtors or any Debtor's estate, and

there is no continuity of enterprise or otherwise or common identity between the Buyer and any Debtor. The Buyer is not a successor to any Debtor or any Debtor's estate by reason of any theory of law or equity, and the Sale does not amount to a consolidation, merger, or *de facto* merger of the Buyer and the Debtors or any of the Debtors' estates. Neither the Buyer nor any of its affiliates, or their respective successors, assigns, members, partners, principals, or shareholders (or the equivalent thereof), shall assume or in any way be responsible for any obligation or liability of any Debtor (or any affiliate of any Debtor) or any Debtor's estate, except as provided in the Asset Purchase Agreement. The sale and transfer of the Assets to the Buyer, including the assumption by the Debtors and assignment, transfer, and/or sale to the Buyer of any of the Contracts, will not subject the Buyer to any liability with respect to the operation of the Debtors' businesses prior to the Closing or by reason of such transfer, except for the Assumed Liabilities (as defined in the Asset Purchase Agreement).

L. Good Faith. The Debtors, the Buyer, and their respective counsel and other advisors have negotiated and entered into the Asset Purchase Agreement and each of the transactions contemplated thereby in good faith, without collusion and from arms'-length bargaining positions. The Buyer is a good-faith purchaser and is acting in good faith within the meaning of section 363(m) of the Bankruptcy Code, and, as such, is entitled to all of the protections afforded thereby. The Debtors were free to deal with any other party interested in acquiring all or some of the Assets. Neither the Debtors nor the Buyer have engaged in any conduct that would cause or permit the Sale, the Asset Purchase Agreement, or any of the transactions contemplated thereby to be avoided or subject to monetary damages under section 363(n) of the Bankruptcy Code, or that would prevent the application of section 363(m) of the Bankruptcy Code. The Buyer has not violated section 363(n) of the Bankruptcy Code by any action or inaction. Specifically,

the Buyer has not acted in a collusive manner with any person or entity, and the Buyer's participation in and bidding at the Auction were not controlled by any agreement among bidders. All payments to be made or received by the Buyer in connection with the Sale, and all agreements entered into by the Buyer and the Debtors under, or in connection with, the Asset Purchase Agreement, the TSA, the New Services Agreement, the Everett Real Property Lease, the SP Equipment Bill of Sale, and the Boeing-Wipro Agreement, or any other agreements by, between, or among the Buyer, the Debtors, OSS, Utica, SP Equipment Finance, and/or Boeing (the “**Related Agreements**”), in connection with the Sale have been disclosed and are appropriate. The Asset Purchase Agreement was not entered into, and the Sale and Related Agreements are not being consummated and entered into, for the purpose of hindering, delaying or defrauding creditors under laws of the United States, any state, territory, possession thereof or the District of Columbia, or any other applicable law. Neither the Debtors nor the Buyer, as applicable, have entered into the Asset Purchase Agreement, or are consummating and entering into the Sale and Related Agreements, with any fraudulent or otherwise improper purpose.

M. Insider Status. The Buyer is not an “insider” of any Debtor, as that term is defined in section 101(31) of the Bankruptcy Code. No common identity of directors or controlling stockholders (or the equivalent thereof) exists between the Buyer and any of the Debtors.

N. Assumption and Assignment of Contracts. The assumption and assignment of the Contracts are an integral part of the Sale, are in the best interests of the Debtors and their estates, and represent the valid and reasonable exercise of the Debtors' sound business judgment. Specifically, the assumption and assignment of the Contracts (i) are necessary to sell the Assets to the Buyer as contemplated by the Asset Purchase Agreement, (ii) allow the Debtors to sell the Assets to the Buyer as a going concern, (iii) limit the losses suffered by the Counterparties to the

Contracts and (iv) maximize the recoveries of other creditors of the Debtors by eliminating claims against the Debtors' estates that would arise from the Debtors' rejection of the Contracts. Any Counterparty to any Contract that has not actually filed with the Court and served on the Objection Notice Parties an objection to the Debtors' assumption and assignment of the Contract, or to the applicable Cure Costs or the Adequate Assurance Information, as of the applicable date specified in the Bidding Procedures Order (as may have been modified or extended in accordance with the terms of the Bidding Procedures Order) is deemed to have consented to the assumption and assignment of the Contract, to the applicable Cure Costs, and to the Buyer's assurance of its ability to perform under the Contract after the closing of the Sale.

O. Compliance with Section 365 of the Bankruptcy Code. The Debtors have met all requirements of section 365(b) of the Bankruptcy Code with respect to the assumption and assignment of each of the Contracts. The Debtors have provided adequate assurance (within the meaning of section 365(b)(1) of the Bankruptcy Code) of cure of any default existing under any of the Contracts on or before the Closing Date. The Buyer has demonstrated adequate assurance of future performance of and under the Contracts within the meaning of section 365(b)(1)(C), 365(f)(2)(B), and 365(b)(3) (to the extent applicable) of the Bankruptcy Code. Pursuant to section 365(f) of the Bankruptcy Code, the Contracts shall be assigned and transferred to, and remain in full force and effect for the benefit of, the Buyer notwithstanding any provision in the Contracts or other restrictions prohibiting their assignment or transfer.

P. Property of the Estates. The Assets constitute property of the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code.

Q. Validity of the Sale. The consummation of the Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including sections 105(a),

363(b), 363(f), 363(m), 365(b), and 365(f), and all of the applicable requirements of those sections have been complied with in all respects in connection with the Sale. As of the Closing, the sale and assignment of the Assets and the Contracts to the Buyer will be a legal, valid and effective transfer of the Assets and the Contracts, and will vest the Buyer with all right, title, and interest of the Debtors in and to the Assets and the Contracts free and clear of all Interests (other than any Interests assumed under, or permitted by, the Asset Purchase Agreement). The Debtors have full corporate or other applicable authority to execute the Asset Purchase Agreement and all other documents contemplated thereby, and the Sale has been duly and validly authorized by all necessary corporate action of the Debtors. Upon entry of this Order, other than any consents identified in the Asset Purchase Agreement, no consent or approval from any other person, entity or legal authority is required to consummate the Sale.

R. No Sub Rosa Plan. Neither the Sale nor the Asset Purchase Agreement impermissibly restructures the rights of any of the Debtors' creditors or impermissibly dictates the terms of a liquidating plan of reorganization of the Debtors. Neither the Sale nor the Asset Purchase Agreement constitutes a *sub rosa* or *de facto* plan of reorganization or liquidation, as neither proposes to (i) impair or restructure any existing debt of, or equity interests in, the Debtors; (ii) impair or circumvent voting rights with respect to any plan 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.

S. No Stay of Order. Time is of the essence to implement the Asset Purchase Agreement and consummate the Sale. The Sale must be approved and consummated promptly in order to preserve the value of the Assets and to maximize the value to the Debtors and their estates, and to ensure the Debtors' compliance with their obligations under their post-petition financing

agreement. The Debtors have demonstrated compelling circumstances and sound business justifications for the immediate approval and consummation of the Sale as contemplated by the Asset Purchase Agreement. Notwithstanding the provisions of Bankruptcy Rules 6004(h), 6006(d), 7062, or any applicable provisions of the Local Rules, this Order shall not be stayed and shall be effective and enforceable immediately upon entry.

T. The legal and factual bases set forth in the Motion, and the record before the Court, establish just cause for the relief granted herein. Entry of this Order and approval of the Sale to the Buyer, pursuant to the Asset Purchase Agreement, is in the best interests of the Debtors and their estates, creditors, interest holders, and all other parties in interest.

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The Court's prior findings of fact and conclusions of law in the Bidding Procedures Order, including the record of the hearing in connection therewith, and the findings of fact recited above, are incorporated herein by reference.
3. Any objections to the Motion, the relief requested therein, or the Sale that have not been withdrawn, waived, or otherwise settled and all reservations of rights are hereby overruled on the merits with prejudice.
4. The Asset Purchase Agreement, the TSA, the SP Equipment Bill of Sale, and all transactions contemplated thereby are approved. The Debtors are authorized to enter into and perform their obligations under the Asset Purchase Agreement, the TSA, and the SP Equipment Bill of Sale, and to take any other actions as may be necessary or appropriate to consummate these agreements and the Sale, and to enter into and provide any other instruments or documents that may be reasonably necessary or desirable to consummate the Sale, without further order of the Court.

5. The Debtors are hereby authorized and empowered to cause to be executed and filed any statements, instruments, releases and other documents with respect to the Assets that are necessary or appropriate to effectuate the Asset Purchase Agreement, the Sale, the SP Equipment Bill of Sale, the TSA, or this Order, including, as applicable, any actions, filings or recordings as may be required under appropriate provisions of the applicable laws of applicable governmental units or as any of the officers of the Debtors may determine are necessary or appropriate.

6. Valid Transfer. Effective as of the Closing Date, the sale and assignment of the Assets and the Contracts by the Debtors to the Buyer shall constitute a legal, valid and effective transfer of the Assets and the Contracts, notwithstanding any requirement for approval or consent by any person, and will vest the Buyer with all right, title and interest of the Debtors in and to the Assets and the Contracts, free and clear of all Interests (other than any Interests assumed under, or permitted by, the Asset Purchase Agreement), pursuant to section 363(f) of the Bankruptcy Code.

7. Free and Clear Sale. Except to the extent specifically provided in the Asset Purchase Agreement, upon the Closing, the Debtors shall be, and hereby are, authorized and empowered, pursuant to sections 105, 363(b) and 363(f) of the Bankruptcy Code, to sell and transfer to the Buyer the Assets. The sale and transfer of the Assets to the Buyer shall vest the Buyer with all right, title and interest of the Debtors in and to the Assets free and clear of any and all Interests of any person or entity (other than any Interests assumed under, or permitted by, the Asset Purchase Agreement), with any such Interests to attach to the net proceeds of the Sale ultimately attributable to the sale of the property on which the applicable holders have an Interest, in the same order of priority, and with the same validity, force and effect that the applicable Interests had prior to the consummation of the Sale, subject to any rights, claims or defenses of the Debtors or their estates. Following the Closing, no holder of any Interest on any of the Assets

shall interfere with the Buyer's use or enjoyment of any of the Assets based on or related to its Interest or any actions that the Debtors have taken or may take in their chapter 11 cases and no interested party may take any action to prevent, interfere with or otherwise enjoin consummation of the Sale.

8. The provisions of this Order authorizing the sale and transfer of the Assets free and clear of 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 in order to effectuate, consummate, or implement the provisions of this Order. For the avoidance of doubt, on or after the Closing Date, the Debtors and/or the Buyer shall be authorized, but not directed or required, to file any releases, termination statements, assignments, consents, or other instruments in any jurisdiction to record the release, discharge, and termination of Interests on the Assets pursuant to the terms of this Order.

9. Direction to Creditors. This Order shall be (a) effective as a determination that, as of the Closing Date, all Interests on the Assets (except as otherwise assumed under, or permitted by, the Asset Purchase Agreement) shall be unconditionally released, discharged and terminated as to the Buyer and the Assets; and (b) binding upon all persons and entities, including all the Debtors' creditors and any holder of an Interest on any of the Assets, and all such persons and entities are hereby authorized and directed to execute any documents and take all other actions as may be reasonably necessary to release their respective Interests on the Assets, if any. If any person or entity that has filed a financing statement, mortgage, mechanics lien, *lis pendens* or other document, instrument, notice or agreement evidencing any Interest on the Assets has not delivered to the Debtors on or before the Closing, in proper form for filing and executed by the appropriate parties, termination statements, releases or instruments of satisfaction that the person or entity has

with respect to the Assets, the Debtors and/or the Buyer are authorized to (x) execute and file termination statements, releases, instruments of satisfaction or other documents with respect to the Assets on behalf of the applicable person or entity; and (y) file, register or otherwise record a certified copy of this Order which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Interests on the Assets. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, local, tribal or foreign government agency, department or office.

10. Receipt by Recording Officers. This Order shall be binding upon all persons and entities, including filing agents or officers, title agents or companies, recorders of mortgages or deeds, registrars, administrative agencies, governmental units or departments, secretaries of state, governmental officials and all other persons or entities that 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 regarding the Assets or who may be required to report or insure any title or state of title in or to the Assets, (collectively, the "**Recording Officers**"). All Recording Officers are hereby authorized to (a) accept any and all documents or instruments necessary and appropriate to consummate the Sale or to record and reflect that the Buyer is the owner of the Assets free and clear of all Interests (unless otherwise assumed under, or permitted by, the Asset Purchase Agreement) and (b) strike all recorded Interests on the Assets from their records.

11. No Successor Liability. The Buyer and its affiliates and their respective predecessors, successors, assigns, members, partners, officers, directors, principals, and shareholders (or the equivalent thereof) are not and shall not be (a) deemed a "successor" in any respect to any of the Debtors or any of their estates as a result of the consummation of the Sale or any other event occurring in the Debtors' chapter 11 cases under any theory of law or equity;

(b) deemed to have, *de facto* or otherwise, merged, or consolidated with or into any of the Debtors or any of their estates; (c) deemed to be an alter ego of or have a common identity with any of the Debtors; (d) deemed to have a continuity of enterprise with any of the Debtors; or (e) deemed to be a continuation or substantial continuation of any of the Debtors or any enterprise of any of the Debtors, including (with respect to clause (a) through (e) of this paragraph) within the meaning of any foreign, federal, state or local revenue, pension, ERISA, tax, labor, employment, environmental, products liability or other law, doctrine rule or regulation (including any filing requirements under any such laws, rules or regulations) with respect to the Debtors' liability under such law, doctrine, rule or regulation.

12. The Buyer shall not assume, nor be deemed to have assumed or in any way be responsible for, any liability or obligation of any of the Debtors or any of their estates including, but not limited to, any liabilities excluded under the Asset Purchase Agreement, any bulk sales law, successor or vicarious liability, liability or responsibility for any claim against any of the Debtors or against any insider of any of the Debtors or similar liability, except as otherwise provided in the Asset Purchase Agreement, and the Motion, Sale Notice and Notice of Auction Results contain sufficient notice of such limitation in accordance with applicable law. Except for the Assumed Liabilities, the transfer of the Assets and the Contracts to the Buyer pursuant to this Order and the Asset Purchase Agreement will not result in (a) the Buyer, its affiliates, or any of their respective predecessors, successors, assigns, or their related parties, having any liability or responsibility for any claim against any of the Debtors or against any insider of any of the Debtors; (b) the Buyer, its affiliates or any of their respective predecessors, successors, assigns, or their related parties, having any liability whatsoever with respect to or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff, or otherwise, directly or

indirectly, any Interests or the excluded liabilities under the Asset Purchase Agreement; or (c) the Buyer, its affiliates, or any of their respective predecessors, successors, assigns, or their related parties, having any liability or responsibility to any of the Debtors except as set forth in the Asset Purchase Agreement.

13. Effective on the Closing Date, all persons and entities are forever prohibited and barred from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against the Buyer, its assets (including the Assets) or its successors or assigns, with respect to any (a) Interest on the Assets or (b) successor, transferee, vicarious or other similar liability or theory of liability, including (i) commencing or continuing any action or other proceeding pending or threatened, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Order or other orders of the Court or the agreements or actions contemplated or taken in respect hereof or thereof; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order; (iii) creating, perfecting or enforcing any Interest; (iv) asserting any setoff, right of subrogation, or recoupment (except to the extent asserted as a defense) of any kind; or (v) revoking, terminating or failing or refusing to renew any license, permit or authorization to operate any of the Assets or conduct any of the businesses operated with the Assets, in each case (a) and (b), solely to the extent such action relates to events, claims, or Interests before the Closing Date.

14. Assumption and Assignment of Contracts. Under sections 105(a), 363 and 365 of the Bankruptcy Code, and subject to and conditioned on the closing of the Sale, the Debtors' assumption and assignment of the Contracts to the Buyer free and clear of all Interests pursuant to the terms of the Asset Purchase Agreement, as modified by the terms of any amendments reached

by the Buyer and the respective Counterparty, is hereby approved, and the requirements of section 365(b)(1), 365(f)(2) and 365(b)(3) (to the extent applicable) of the Bankruptcy Code with respect thereto are hereby deemed satisfied. Upon the Debtors' assumption and assignment of the Contracts to the Buyer, each applicable Counterparty shall be forever barred and estopped from raising or asserting against the Debtors, the Buyer, or their respective property any assignment fee, default, breach, claim, pecuniary loss, liability or obligation (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, known or unknown, liquidated or unliquidated senior or subordinate), counterclaim, setoff, or any other matter arising under or out of, in connection with or in any way related to, the Contracts existing as of the Closing Date or arising by reason of the Closing; *provided, however*, notwithstanding that the Boeing Contracts shall be assumed and assigned to Buyer as of the Closing, Boeing has agreed that Cure Costs (as defined below) need not be paid at the Closing as would otherwise be required; *provided, further, however*, that, to the extent that the Cure Costs related to Boeing's Contracts are not paid, nothing herein shall constitute a waiver of or otherwise affect Boeing's general unsecured claims against the estates as a result of pre-Closing breaches of agreements between the Debtors and Boeing or its affiliates. Upon the Debtors' assumption and assignment of the Contracts to the Buyer, the Buyer shall be fully and irrevocably vested with all right, title and interest of the Debtors in and to the Contracts and the Contracts shall be deemed to be valid, binding, in full force and effect, and enforceable in accordance with their terms. The Debtors' assumption and assignment of the Contracts to the Buyer shall not constitute a default under or a termination of any Contract.

15. Consistent with section 365(k) of the Bankruptcy Code, the Debtors shall have no liability to a Counterparty or to the Buyer for any liability on or after the Closing Date with respect to a Contract assumed and assigned to the Buyer. Furthermore, effective as of the Closing Date,

the Debtors shall have no liability to Buyer or any other person for any Assumed Liabilities related to the Contracts.

16. Any defaults under the Contracts shall be deemed cured by the Buyer's or Debtors', as applicable, payment or other satisfaction of the cure amounts, if any, associated with the Contracts (the "**Cure Costs**"), and the assumption and assignment of the Contracts shall be effective as of the Closing Date upon the payment of the Cure Costs.

17. Except as provided herein, all objections to the Debtors' calculation of Cure Costs with respect to any of the Contracts (each, a "**Cure Objection**") have been overruled, withdrawn, waived, settled or otherwise resolved. Any Cure Objections as to applicable Cure Costs that have not been resolved by the parties may be heard at a later date as set by the Court. The pendency of a dispute relating to a particular Contract shall not prevent or delay the assumption or assignment of any other Contract or the closing of the Sale.

18. The Buyer has provided adequate assurance of future performance under the Contracts within the meaning of section 365(b)(1)(C), 365(f)(2)(B), and 365(b)(3) (to the extent applicable) of the Bankruptcy Code. Any Adequate Assurance Objections and all reservations of rights that have not been withdrawn, waived, or settled are hereby overruled on the merits with prejudice. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the Debtors' assumption and assignment of the Contracts to the Buyer have been satisfied.

19. No section or provision of any Contract that purports to (a) prohibit, restrict or condition the assignment of a Contract, including, but not limited to, the conditioning of assignment on the consent of the Counterparty; (b) authorize the termination, cancellation or modification of a Contract based on the filing of a bankruptcy case, the financial condition of the Debtors or similar circumstances; (c) declare a breach or default as a result of a change in control

in respect of the Debtors; or (d) provide for additional payments, profit sharing, penalties, conditions, renewals, extensions, charges or other financial accommodations in favor of the Counterparty to a Contract, or modification of any term or condition upon the assignment of a Contract or the occurrence of the conditions set forth in subsection (b) above, shall have any force or effect, and any such section or provision constitutes an unenforceable anti-assignment provision under section 365(f) of the Bankruptcy Code and/or is otherwise unenforceable under section 365(e) of the Bankruptcy Code.

20. There shall be no rent accelerations, assignment fees, increases or any other fees charged to the Buyer, its successors or assigns, or the Debtors as a result of the assumption and assignment of the Contracts.

21. All Counterparties to Contracts assigned to the Buyer in accordance with the terms of this Order and the Asset Purchase Agreement shall cooperate with, and expeditiously execute and deliver upon, any reasonable request of the Buyer, and shall not charge the Buyer for, any instruments, applications, consents or other documents that may be required or requested by any governmental unit or other public or quasi-public authority or other party to effectuate the applicable transfers in connection with the Debtors' assumption and assignment of the Contracts to the Buyer.

22. To the extent provided in the Asset Purchase Agreement and available under applicable law, the Buyer shall be authorized, as of the Closing Date, to operate under any license, permit, registration and any other governmental authorization or approval of the Debtors with respect to the Assets and the Contracts, and all applicable licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Buyer as of the Closing Date, subject to the terms of the Asset Purchase

Agreement. To the extent any license or permit necessary for the operation of the Assets is determined not to be an executory contract that may be assumed and assigned under section 365 of the Bankruptcy Code, the Buyer shall apply for and obtain any necessary license or permit promptly after the Closing Date, and the Debtors' license or permit shall remain in place for the Buyer's benefit (and the Debtors' benefit under the TSA) until a new license or permit is obtained.

23. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Assets sold, transferred or conveyed to the Buyer on account of the filing or pendency of these chapter 11 cases, or the consummation of the Sale.

24. The Buyer is a good-faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and is entitled to all of the protections afforded thereby.

25. Neither the Sale nor the Asset Purchase Agreement is subject to avoidance, and no party is entitled to any damages or other recovery in connection therewith under section 363(n) of the Bankruptcy Code.

26. No bulk sales law, bulk transfer law or similar law of any state or other jurisdiction shall apply in any way to the Sale.

27. The Asset Purchase Agreement and any Related Agreements may be amended, supplemented or otherwise modified by the parties thereto and in accordance with the terms thereof, without further action or order of the Court; *provided, that*, any amendment, supplement or modification shall not have a material adverse effect on the Debtors' estates.

28. This Order and the Asset Purchase Agreement shall be binding upon and govern the acts of all persons and entities, including without limitation, the Debtors, the Buyer, their respective successors and permitted assigns, including, without limitation, any chapter 11 trustee

hereinafter appointed for the Debtors' estates or any trustee appointed in a chapter 7 case of any of the Debtors if any of these chapter 11 cases is converted from a case under chapter 11 to a case under chapter 7, all creditors of any and all of the Debtors (whether known or unknown), all Counterparties to any Contracts, and all Recording Officers. This Order and the Asset Purchase Agreement shall inure to the benefit of the Debtors, their estates, their creditors, and the Buyer and its respective successors and assigns.

29. All rights of the respective Debtors' estates and the Committee with respect to the allocation of consideration received from the Buyer in connection with the Sale (including, without limitation, the value of the assumption of the Assumed Liabilities) among the Debtors are expressly reserved for later determination by the Court and, to the extent consideration is received by any Debtor that is determined to be allocable to another Debtor, the recipient Debtor shall be liable to such other Debtor for a claim with the status of an expense of administration in the case of the recipient Debtor under section 503(b) of the Bankruptcy Code.

30. The failure specifically to include or mention any particular provision of the Asset Purchase Agreement, the TSA, or the SP Equipment Bill of Sale in this Order shall not diminish or impair the effectiveness of any provision therein, it being the intent of the Court, the Debtors, and the Buyer that the Asset Purchase Agreement, the TSA, and the SP Equipment Bill of Sale be authorized and approved in their entirety, including any amendments thereto as may be made by the parties thereto in accordance with the terms thereof and this Order. Likewise, all of the provisions of this Order are nonseverable and mutually dependent.

31. From time to time, as and when requested, all parties to the Sale shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as the requesting party may reasonably deem

necessary or desirable to consummate the Sale, including any actions as may be necessary to vest, perfect, confirm, record or otherwise in the Buyer its right, title and interest in and to the Assets and the assigned Contracts.

32. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby modified to the extent necessary, without further order of the Court, to allow the Buyer to deliver any notice provided for in the Asset Purchase Agreement, the TSA, or the SP Equipment Bill of Sale, and to take any and all actions permitted or required under those agreements in accordance with the terms and conditions thereof.

33. Following the Closing and receipt of the Purchase Price, and payment of any Cure Costs that are the Debtors' responsibility under the Asset Purchase Agreement, without further order of the Court, the cash proceeds of the Sale shall be distributed as follows: (i) \$850,000 to SP Equipment Finance; (ii) \$500,000 to an escrow account on account of Wind-Down Funds (as defined in the final debtor-in-possession financing order (D.I. 174) (the "**Final DIP Order**")); and (iii) all remaining proceeds shall be applied in satisfaction of the DIP Obligations and the Prepetition Obligations in accordance with the Final DIP Order, the DIP Documents, and the Prepetition Credit Agreement (each as defined in the Final DIP Order).

34. United States of America. Notwithstanding any provision to the contrary in this Order, the Asset Purchase Agreement, and/or related sale documents (the "**Sale Documents**"), nothing shall: (i) release, nullify, preclude or enjoin the enforcement of any police or regulatory liability to a governmental unit that any entity would be subject to as the post-sale owner or operator of property after the date of entry of this Order, *provided* that the foregoing shall not limit or otherwise alter the Debtors' or Buyer's defenses, claims, causes of action, or other rights under applicable non-bankruptcy law with respect to any liability that may exist to a governmental unit

related to such property; (ii) authorize the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization, or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law; (iii) authorize the assumption, sale, assignment or other transfer to Buyer of any federal (a) grants, (b) grant funds, (c) contracts, (d) property, (e) leases, or (f) agreements, (collectively, “**Federal Interests**”) without compliance by the Debtors and Buyer with all terms of the Federal Interests and with all applicable non-bankruptcy law; (iv) be interpreted to set cure amounts or to require the government to novate, approve or otherwise consent to the assumption, sale, assignment or other transfer of any Federal Interests; (v) affect the government’s rights to offset or recoup any amounts due under, or relating to, the Federal Interests; or (vi) confer exclusive jurisdiction to this Court with respect to the Federal Interests, except to the extent set forth in 28 U.S.C. Section 1334 (as limited by any other provisions of the United States Code). Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order.

35. Federal Aviation Administration (“FAA”). Without limiting the foregoing in paragraph 34 and for the avoidance of doubt, no provision in the Sale Documents relieves any person from the rules, regulations, and orders promulgated by the FAA. Any license, certificate, and/or authorization issued by the FAA to any Debtor may not be transferred to or held by any entity without the FAA’s prior approval pursuant to applicable FAA regulations. The FAA’s rights and powers to take any action pursuant to its regulatory authority are fully preserved and nothing herein shall proscribe or constrain the FAA’s exercise of such power or authority.

36. Nance Manufacturing, Inc. With respect to any Contract with Nance Manufacturing, Inc. that the Debtors propose to assume and assign to the Buyer, “Cure Costs” means any outstanding amounts identified on the Assumption and Assignment Notice (or any supplemental notice), plus those amounts that arose between the service of the notice and the Closing Date with respect to such Contract.

37. Mechatronics, Inc. (d/b/a National Precision Bearing “NPB”). NPB’s objection [D.I. 266] (the “**Objection**”) is resolved as set forth herein and notwithstanding any provision to the contrary in this Order or the Asset Purchase Agreement. All Contracts with NPB related to the Assets (including the LTA (as defined in the Objection) and all post-petition purchase orders with respect to the Assets) are hereby assumed and assigned to the Buyer, subject to and as of the Closing, and subject to the Debtors’ payment of all Cure Costs outstanding under such Contracts, including the Modified Cure Amount (as defined in the Objection) and all amounts arising after the service of the Assumption and Assignment Notice and before the Closing Date. The Buyer assumes all of the Debtors’ obligations under such Contracts from and after the Closing, subject to its rights thereunder.

38. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), 7062, and any applicable Local Rules, this Order shall not be stayed and shall be effective and enforceable immediately upon entry. The provisions of this Order shall be self-executing. Time is of the essence in implementing the Asset Purchase Agreement and closing the Sale. Any party objecting to this Order or any of the relief granted herein must exercise due diligence in filing an appeal and obtaining a stay prior to the Closing of the Sale or risk its appeal being foreclosed as moot.

39. To the extent this Order is inconsistent with any prior order or pleading in these chapter 11 cases, the terms of this Order shall govern. To the extent there is any inconsistency

between the terms of this Order and the terms of the Asset Purchase Agreement, the TSA, or the SP Equipment Bill of Sale, the terms of this Order shall govern.

40. This Court shall retain exclusive jurisdiction to (a) interpret, implement and enforce the terms and provisions of this Order, the Asset Purchase Agreement, the TSA, and the SP Equipment Bill of Sale, including all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith; and (b) decide any issues or disputes concerning this Order, the Asset Purchase Agreement, the TSA, and the SP Equipment Bill of Sale, or the rights and duties of the parties hereunder or thereunder, including the interpretation of the terms, conditions and provisions hereof and thereof, and the status, nature and extent of the Assets and the Contracts.

41. The Debtors are authorized to take all action necessary to implement the relief granted in this Order.

Dated: June 24th, 2021
Wilmington, Delaware

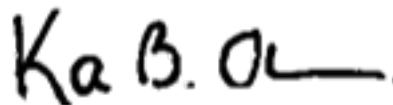

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Asset Purchase Agreement

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

among

TECT AEROSPACE, LLC

TECT AEROSPACE HOLDINGS, LLC

and

WIPRO GIVON USA, INC.

Dated as of May 7, 2021

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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of May 7, 2021, is entered into between TECT Aerospace, LLC, a Delaware limited liability company (“TECT Aerospace”), TECT Aerospace Holdings, LLC, a Delaware limited liability company (the “Parent” and together with TECT Aerospace, the “Seller”), and Wipro Givon USA, Inc., a Washington corporation (the “Purchaser”).

RECITALS

WHEREAS, the Seller is engaged in the business of manufacturing, assembling, designing, distributing, sourcing, marketing and selling, as the case may be, aircraft components and subcomponents at, from and around the Leased Real Property located in Everett, Washington (the “Business”);

WHEREAS, on April 5, 2021, the Seller commenced a voluntary case under chapter 11 (the “Chapter 11 Case”) of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”);

WHEREAS, the Purchaser desires to purchase from the Seller, and the Seller desires to sell to the Purchaser, the Purchased Assets (as defined below), and the Purchaser desires to assume from the Seller all of the Assumed Liabilities (as defined below), in each case, pursuant to the terms and subject to the conditions set forth herein;

WHEREAS, the Seller and the Purchaser have agreed that the sale, transfer and assignment of the Purchased Assets and the Assumed Liabilities from the Seller to the Purchaser shall be effected pursuant to Sections 105, 363 and 365 of the Bankruptcy Code;

WHEREAS, in connection with the Chapter 11 Case and subject to the terms and conditions contained herein, following entry of the Sale Order (as defined below) finding the Purchaser as the prevailing bidder at the Auction (as defined below), the Seller shall sell and transfer to the Purchaser, and the Purchaser shall purchase and acquire from the Seller, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, the Purchased Assets, and the Purchaser shall assume from the Seller all of the Assumed Liabilities, all as more specifically provided herein and in the Sale Order; and

WHEREAS, The Boeing Company, as the DIP Lender under the DIP Credit Agreement (each as defined herein) and as a major customer of the Seller and the Business, has agreed to support the Purchaser in connection with the Transactions by entering into that certain letter agreement, dated May 7, 2021 (the “Boeing Support Letter”), between The Boeing Company and the Purchaser, filed under seal with the Bankruptcy Court.

NOW, THEREFORE, in consideration of the promises and the representations, warranties, agreements and covenants hereinafter set forth, and intending to be legally bound, the Seller and the Purchaser hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement:

“Accounts Payable” means any and all trade accounts payable of the Seller arising from the conduct of the Business and incurred in the ordinary course of business; provided that, for the avoidance of doubt, Accounts Payable shall exclude Determined Cure Costs and trade accounts payable for amounts the Seller owes to any member of the TECT Group.

“Action” means any action, complaint, suit, litigation, arbitration, appeal, petition, demand, inquiry, hearing, proceeding, investigation or other dispute, whether civil, criminal, administrative or otherwise, at law or in equity, before any Governmental Authority.

“Affiliate” means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person.

“Agreement” has the meaning given to it in the preamble hereto.

“Ancillary Agreements” means the Bill of Sale and Assignment and Assumption Agreement, the Assignment of Leased Properties, and any other instrument or agreement contemplated by this Agreement or the foregoing.

“Assigned Contracts” has the meaning given to it in Section 2.1(a)viii.

“Assumed Liabilities” has the meaning given to it in Section 2.2(a).

“Assumption Notice” has the meaning given to it in Section 2.12(b).

“Auction” has the meaning given to it in Section 7.2(a).

“Back-up Bidder” has the meaning given to it in Section 7.2(c).

“Bankruptcy Code” has the meaning given to it in the recitals hereto.

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

“Bidding Procedures” means the bidding procedures approved by the Bankruptcy Court pursuant to the Bidding Procedures Order substantially in the form attached hereto as Exhibit A, provided that in the event the Bankruptcy Court requires any changes to the substance of Exhibit A, such changes shall be acceptable absent reasonable good faith objection by the Purchaser.

“Bidding Procedures Order” means an Order of the Bankruptcy Court approving the Bidding Procedures substantially in the form attached hereto as Exhibit B, provided that in the event the Bankruptcy Court requires any changes to the substance of Exhibit B, such changes shall be acceptable absent reasonable good faith objection by the Purchaser.

“Bill of Sale and Assignment and Assumption Agreement” means the Bill of Sale and Assignment and Assumption Agreement to be executed and delivered by the Seller and the Purchaser at the Closing, substantially in the form attached hereto as Exhibit F.

“Borrower” has the meaning given to it in the DIP Credit Facility

“Budget” has the meaning given to it in the DIP Credit Facility.

“Business” has the meaning given to it in the recitals hereto, and for the avoidance of doubt, shall only include Seller’s business of manufacturing, assembling, designing, distributing, sourcing, marketing and selling, as the case may be, the aircraft components and subcomponents at the Leased Real Property located in Everett, Washington.

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

“Business Employees” means all current employees, officers and directors of the Seller and the other members of the TECT Group who perform, as of the date hereof, services primarily related to the Business, as listed on Schedule 1.1(a).

“CAA” has the meaning given to it in the definition of “Environmental Law.”

“CARES Act” means the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. 116–136 (116th Cong.) (Mar. 27, 2020).”

“Cash and Cash Equivalents” means all cash (including petty cash and checks, drafts and other negotiable instruments received or in transit, including all checks and drafts that have been submitted, posted or deposited, prior to the Closing Date Effective Time), checking account balances, bank deposits, marketable securities, certificates of deposits, time deposits, bankers’ acceptances, commercial paper and government securities, other cash equivalents and similar cash items.

“Cash Purchase Price” has the meaning given to it in Section 2.4(a).

“CCA” means the Consolidated Appropriations Act, 2021, Pub. L. 116-260 (116th Cong.) (Dec. 27, 2020).

“CERCLA” has the meaning given to it in the definition of “Environmental Law.”

“Chapter 11 Case” has the meaning given to it in the recitals hereto.

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

“Closing Date” has the meaning given to it in Section 2.8.

“Closing Date Effective Time” means 12:00 a.m. prevailing Pacific time on the Closing Date.

“Consent” means any consent, waiver, approval, order or authorization of, or registration, declaration or filing with or notice to, any Governmental Authority or other Person.

“Consent Pending Contract” has the meaning given to it in Section 2.12(a).

“Contract Retention Period” has the meaning given to it in Section 2.12(b).

“Contracts” means any written or oral contract, arrangement, note, bond, commitment, purchase order, sales order, franchise, guarantee, indemnity, indenture, instrument, lease, license or other agreement, all amendments, supplements and modifications of or for any of the foregoing and all rights and interests arising thereunder or in connection therewith, other than any Employee Plan.

“control” (including the terms “controlled by” and “under common control with”), with respect to the relationship between or among two or more Persons, means the possession, directly or indirectly or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs, policies or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by Contract, or otherwise.

“Conveyance Taxes” means all sales, use, value added, transfer, stamp, stock transfer, real property transfer and similar Taxes.

“COVID-19” means the novel coronavirus, SARS-CoV-2 or COVID-19 outbreak, which was officially declared a pandemic on March 11, 2020.

“COVID-19 Action” means any action taken, or omitted to be taken, and any adjustments and modifications thereto taken in response to or as a result of COVID-19 or any COVID-19 Measure to the extent that such action or omission was or is reasonable and necessary to protect the health and safety of individuals who are officers, directors, managers, employees or other service providers to the Business (or individuals who interact with any of the foregoing in connection with the Business) or otherwise to protect the business operations, assets and financial condition of the Business.

“COVID-19 Measures” means any Law, directive or pronouncement issued by a Governmental Authority, the Centers for Disease Control and Prevention, the World Health Organization or industry group providing for business closures, changes to business operations, “sheltering-in-place,” curfews or other restrictions that relate to, or arise out of, COVID-19, including the CARES Act, the FFCRA and the CCA.

“Creditors’ Committee” has the meaning given to it in Section 5.11.

“Critical Vendor Cure Costs” means all Determined Cure Costs for Assigned Contracts with Critical Vendors up to the aggregate amount set forth in Section 3.4(c) of the Seller Disclosure Schedule, which amount is contemplated to be paid by Borrower under the Budget.

“Critical Vendor Cure Costs Shortfall” means all Determined Cure Costs for Assigned Contracts with the Critical Vendors in excess of the aggregate amount set forth in Section 3.4 of

the Seller Disclosure Schedule (other than the Specified Critical Vendors Cure Costs), which amount is contemplated to be paid by Borrower under the Budget.

"Critical Vendors" means the vendors and suppliers to the Business set forth on Schedule 1(a) hereto.

"CWA" has the meaning given to it in the definition of "Environmental Law."

"Designated Contract" means any Contract set forth on Schedule 4.

"Determined Cure Costs" means, in the aggregate, all amounts required to be paid under the Bankruptcy Code to counterparties of Assigned Contracts (other than Excluded Contracts) on account of the assumption of the Assigned Contracts (other than Excluded Contracts) by the Seller, which are subsequently assigned to and assumed by the Purchaser as provided for in the Sale Order, which amounts payable are as determined or approved pursuant to a Final Order, which Order may be the Sale Order.

"DIP Credit Agreement" means that certain Superpriority Secured Debtor-In-Possession Credit Agreement, dated as of April 5, 2021, among the Seller, TECT Hypervelocity, Inc., a Delaware corporation, TECT Aerospace Wellington Inc., a Kansas corporation, and Sun Country Holdings, LLC, a Delaware limited liability company, as borrowers, the Guarantors (defined herein) party thereto, the DIP Lender, and The Boeing Company, a Delaware corporation, as Administrative Agent.

"DIP Lender" means The Boeing Company, a Delaware corporation, in its capacity as lender under the DIP Credit Agreement.

"Employee Plans" has the meaning given to it in Section 3.10(a).

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

"Environmental Claim" means any and all written complaints, summons, citations, directives, orders, claims, litigation, investigations, notices of violation, judgments, administrative, regulatory or judicial actions, suits, demands or proceedings, or written notices of noncompliance or violation by any Governmental Authority or Person involving or alleging potential liability arising out of or resulting from any violation of Environmental Law or the presence or Release of Hazardous Material from or relating to: (a) any of the Leased Real Property or any other assets, properties or business of the Seller or any of its predecessors in interest; or (b) any facilities receiving or handling Hazardous Materials generated by the Seller.

“Environmental Law” means all federal, state, local and foreign Laws, permits, licenses, registrations, Orders or legally enforceable requirements of any Governmental Authority that are in effect on or prior to the Closing Date, and all final court orders and decrees and arbitration awards imposing Liability or establishing standards of conduct for protection of the environment and human health and safety including the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. 9601 et seq.; the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. 6901 et seq.; the Clean Air Act (“CAA”), 42 U.S.C. 7401 et seq.; the Clean Water Act (“CWA”), 33 U.S.C. 1251 et seq.; the Occupational Safety and Health Act (“OSHA”), 29 U.S.C. 655 et seq.

“Environmental Liability” means all Liabilities, monetary obligations, Remedial Actions, losses, damages, punitive damages, consequential damages, treble damages, natural resource damages, costs and expenses (including all reasonable fees, disbursements and expenses of counsel, experts and consultants and costs of investigations and feasibility studies), fines, penalties, sanctions and interest of the Seller arising under Environmental Laws, or otherwise incurred as a result of any claim or demand by any Governmental Authority or any third party, and which relate to any environmental condition, violation or alleged violation of Environmental Laws or Releases of Hazardous Materials at or from: (a) any of the Leased Real Property or any other assets, properties or businesses of the Seller or any of its predecessors in interest; (b) adjoining properties or businesses; or (c) any facilities which received Hazardous Materials generated by the Seller or any of its predecessors in interest.

“Environmental Permits” means any permit, registration, certificate, qualification, approval, identification number, license and other authorization required under or issued pursuant to any applicable Environmental Law or otherwise required by any applicable Governmental Authority.

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

“Escrow Agent” means Citibank, N.A., in its capacity as escrow agent (the “Escrow Agent”).

“Excluded Assets” has the meaning given to it in Section 2.1(b).

“Excluded Business Employees” means those Business Employees listed on Schedule 1.1(b).

“Excluded Contract” has the meaning given to it in Section 5.1(a).

“Excluded Liabilities” has the meaning given to it in Section 2.2(b).

“Excluded Taxes” means (a) all Taxes relating to the Purchased Assets or the Business for any Pre-Closing Period and (b) any income Taxes imposed on the Seller. For purposes of this Agreement, in the case of any Straddle Period, Taxes relating to the Purchased Assets for the Pre-Closing Period shall be computed as if such taxable period ended as of the Closing Date Effective Time.

“Expense Reimbursement” has the meaning given to it in Section 7.3(a).

“FFCRA” means the Families First Coronavirus Response Act, Pub. L. No. 116-127 (116th Cong.) (Mar. 18, 2020).

“Final Order” means an order, judgment or other decree of the Bankruptcy Court or any other court or judicial body with proper jurisdiction, as the case may be, which is in full force and effect, as to which no appeal is pending and which has not been, and is not subject to being, reversed, stayed, modified or amended.

“Financial Statements” has the meaning given to it in Section 3.4(a).

“Forward-Looking Statements” has the meaning given to it in Section 5.16.

“GAAP” means United States generally accepted accounting principles in effect from time to time throughout the periods involved and, to the extent in conformity with United States generally accepted accounting principles, applied consistently with the Unaudited Business Financial Statements.

“Governmental Authority” means any federal, national, supranational, foreign, state, provincial, local, county, municipal or other government, any governmental, regulatory or administrative authority, agency, department, bureau, board, commission or official or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority, or any court (including the Bankruptcy Court), tribunal, judicial or arbitral body or any Self-Regulatory Organization.

“Hazardous Material” shall include, without regard to amount and/or concentration (a) any element, compound, or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic pollutant, toxic or hazardous substances, extremely hazardous substance or chemical, hazardous waste, medical waste, biohazardous or infectious waste, special waste, or solid waste under Environmental Laws; (b) petroleum, petroleum-based or petroleum-derived products; (c) polychlorinated biphenyls; (d) any substance exhibiting a hazardous waste characteristic, including corrosivity, ignitability, toxicity or reactivity as well as any radioactive or explosive materials; and (e) any raw materials, building components, including asbestos-containing materials.

“Indebtedness” means any liabilities or obligations, whether contingent or otherwise (including penalties, interest and premiums) (a) in respect of borrowed money or with respect to advances under any loan or credit facility (including under the DIP Credit Agreement or any applicable credit line); (b) evidenced by bonds, notes, debentures or similar instruments, (c) for the payment of money relating to any capitalized lease obligation; (d) for the deferred purchase price of goods or services or for trade or barter arrangements; (e) evidenced by a letter of credit or reimbursement obligation with respect to any letter of credit; (f) under interest rate, currency or commodity hedging, swap or similar derivative transactions; (g) all guarantees, assumptions, endorsements or other agreements and arrangements having the economic effect of a guarantee of any Person by the Seller; and (h) all liabilities and other obligations of others of the kind described in clauses (a) – (g) that are secured by a Encumbrance on any properties or assets of the Seller.

“Insurance Policies” has the meaning given to it in Section 3.14.

“Intellectual Property” means all (a) foreign and domestic trademarks, service marks, brand names, Internet domain names, logos, symbols, trade dress, assumed names, fictitious names and trade names that are utilized on or in connection with products and/or services, all applications and registrations for all of the foregoing, and all goodwill associated therewith and symbolized thereby, including all extensions, modifications and renewals of same (collectively, “Trademarks”); (b) foreign and domestic patentable inventions, and all patents, registrations, and applications therefor, including divisions, continuations, continuations-in-part and renewal applications, and including renewals, extensions and reissues; (c) foreign and domestic published and unpublished copyrightable works of authorship and registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof relating to the Business; (d) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein; (h) computer programs, operating systems, applications, firmware, and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof; (i) rights of publicity; and (j) all other intellectual or industrial property and proprietary rights.

“Intercompany Loans” means, with respect to the Seller, any intercompany Indebtedness related to the Business between the Seller and any other member of the TECT Group, whether or not evidenced by promissory notes and/or recorded in the books and records of the Seller.

“Inventory” means all inventory and all finished goods, merchandise, work in progress, residual by-products, samples, supplies, spare parts, shipping materials, packaging materials, raw materials and other consumables relating to the Business, owned by the Seller and maintained, held or stored by or for the Seller as of the Closing Date and any prepaid deposits for any of the same, net of any applicable reserves to value the inventory at the lower of cost or market value.

“IRS” means the Internal Revenue Service of the United States.

“Kansas Business” means the business of each member of the TECT Group other than the Business, including the business of manufacturing, assembling, designing, distributing, sourcing, marketing and selling, as the case may be, the aircraft components and subcomponents at the Park City, Kansas and Wellington, Kansas facilities operated by or for the benefit of one or more of the members of the TECT Group.

“Law” means any federal, national, supranational, foreign, state, provincial, local, county, municipal or similar statute, law, common law, guideline, policy, ordinance, regulation, rule, code, constitution, treaty, requirement, or judicial or administrative doctrines enacted, promulgated, issued, enforced or entered by any Governmental Authority.

“Leased Real Property” means the leasehold interests of the Seller and the security deposits appurtenant thereto described in Section 3.9(b) of the Seller Disclosure Schedule, together with (a) any prepaid rent, security deposits and options to renew or purchase relating to the foregoing and (b) all buildings and other structures, facilities or improvements currently or hereafter located

thereon, all fixtures, systems and items of personal property of the Seller used in the Business attached or appurtenant thereto and all easements, rights of way, options, renewal rights, licenses, rights and appurtenances relating to the foregoing.

“Liabilities” means any and all debts, liabilities, obligations to perform services and other obligations, whether accrued or fixed, absolute or contingent, matured or unmatured, known or unknown or determined or determinable, including those arising under any Law, Action or Order and those arising under any Contract.

“Licensed Intellectual Property” means all Intellectual Property used in connection with the Business that the Seller is licensed or otherwise permitted by other Persons to use.

“Material Adverse Effect” means any event, change or effect that has had a material adverse effect on the Purchased Assets, except for any such events, changes or effects resulting from or attributable to (a) general economic or political conditions; (b) changes in applicable Law (including any COVID-19 Measure) or GAAP, or in the interpretation or enforcement of any of the foregoing; (c) national or international political or social conditions or any national or international hostilities, acts of terror or acts of war (whether or not declared), or any escalation or worsening of any such conditions, hostilities, acts of terror or acts of war (whether or not declared); (d) volcanoes, tsunamis, earthquakes, floods, storms, hurricanes, tornadoes or other natural disasters; (e) changes in general economic conditions, currency exchange rates or United States or international debt or equity markets; (f) any change or event that generally affects any industry in which the Seller operates, including any event that materially affects shipping or transportation, including access to or use of canals, or any increases in the costs of commodities or supplies; (g) any pandemic or epidemic, including outbreaks or additional waves of outbreaks and any escalation or worsening thereof, of any contagious diseases (including COVID-19 and any variation thereof) and any direct or indirect consequence thereof (including any COVID-19 Actions or COVID-19 Measures); (h) any COVID-19 Action or any other actions taken, or omitted to be taken, in response to COVID-19 or any COVID-19 Measure to the extent such action or omission was or is reasonable or necessary to protect the health and safety of individuals who are officers, directors, managers, employees or other service providers to the Business (or individuals who interact with any of the foregoing in connection with the Business) or otherwise to protect the business, operations, assets and financial condition of the Business, or as otherwise required to be taken, or omitted to be taken, under applicable Laws; (i) any condition arising solely by reason of the commencement of the Chapter 11 Case; (j) changes arising from the consummation of the Transactions or the announcement of the execution of this Agreement, or the sale (or announcement that the Business or the Kansas Business is for sale) of Seller or the Business or any other business or assets of the TECT Group (including the Kansas Business), or any actions required to be taken hereunder, including any termination of, reduction in or similar negative impact on relationships, contractual or otherwise, with any customers, suppliers, distributors, partners or employees of any Seller or any member of the TECT Group, and (k) failure of the Seller or the Business to meet any internal or published projections, forecasts, guidance, milestones, budgets, estimates or predictions.

“Material Contracts” has the meaning given to it in Section 3.12(a).

“Mechanics Liens” means mechanics’, carriers’, workers’, repairers’ and other similar liens arising or incurred in the ordinary course of business relating to obligations as to which there is no default on the part of the Seller, or pledges, deposits or other liens securing the performance of bids, trade contracts, leases or statutory obligations (including workers’ compensation, unemployment insurance or other social security legislation).

“Order” means any order, writ, judgment, injunction, decree, rule, ruling, directive, stipulation, determination or award made, issued or entered by or with any Governmental Authority, whether preliminary, interlocutory or final, including any Order entered by the Bankruptcy Court in the Chapter 11 Case (including the Bidding Procedures Order and the Sale Order).

“Organizational Documents” means: (a) in the case of a Person that is a corporation or limited company, its articles or certificate of incorporation and its by-laws, regulations or similar governing instruments required by the laws of its jurisdiction of formation or organization; (b) in the case of a Person that is a partnership, its articles or certificate of partnership, formation or association and its partnership agreement (in each case, limited, limited liability, general or otherwise); (c) in the case of a Person that is a limited liability company, its articles or certificate of formation or organization and its limited liability company agreement or operating agreement; and (d) in the case of a Person that is not of a corporation, partnership (limited, limited liability, general or otherwise), limited liability company or natural person, its governing instruments as required or contemplated by the laws of its jurisdiction of organization.

“OSHA” has the meaning given to it in the definition of “Environmental Law.”

“Outside Back-up Date” has the meaning given to it in Section 7.2(c).

“Owned Intellectual Property” means all Intellectual Property used or useful in connection with the Business that is owned by the Seller, including Intellectual Property of the Company that is stored on servers that are controlled or owned by third parties.

“Permits” has the meaning given to it in Section 2.1(a)ix.

“Permitted Assigns” means any Person, including a liquidating trust, appointed (a) pursuant to a plan of reorganization or liquidation to administer and implement such plan of reorganization or liquidation, as applicable, or (b) to facilitate the administration and closure of the Chapter 11 Case whether under Chapter 11 or Chapter 7 of the Bankruptcy Code.

“Permitted Encumbrances” means (a) statutory Encumbrances for current Taxes not yet due or delinquent (or which may be paid without interest or penalties); (b) Encumbrances (if any) securing the Assumed Liabilities; (c) zoning, landmarking, entitlement, conservation restriction and other land use and environmental regulations by Governmental Authorities which do not materially interfere with the occupancy or current use of the Purchased Assets; (d) all covenants, conditions, restrictions, easements, rights of way, licenses and other similar interests in land (excluding, for greater certainty, as of the Closing, any mortgages, assignments of rents or any other financial charges except those in the preceding clause (a)) which were recorded as of the Petition Date, including any rights of way, easements, or other instruments granting similar rights

that may be registered or recorded after such times without the consent of the Seller and which do not materially interfere with the occupancy, value or current use of any such real property or any interests therein; (e) Mechanics Liens; (f) matters which would be disclosed by an accurate survey or inspection of the real property which do not or could not materially impair the occupancy, value or current use of such real property which they encumber; (g) reserved, (h) the terms, conditions, covenants and restrictions set forth in this Agreement, any of the Ancillary Agreements, the Assigned Contracts or the Permits that are Purchased Assets, (i) any minor Encumbrances and other minor matters that do not require the payment of money (provided, however, that the same do not materially and adversely interfere with the use and enjoyment of the Leased Real Property or the Purchased Assets at the Closing Date), (j) any Encumbrances arising in the ordinary course of business by operation of Law with respect to a liability that is not yet due or delinquent or that is being contested in good faith by a Seller, and (k) any Encumbrance to be released on or prior to Closing, (l) Encumbrances that arise solely by reason of acts of or with the approval of Purchaser.

“Person” means any individual, partnership, limited partnership, firm, corporation, limited liability company, association, joint venture, syndicate, group, trust, Governmental Authority, first nation, aboriginal or native group or band, unincorporated organization or other entity.

“Petition Date” means the date on which the Chapter 11 Case was commenced by the filing of voluntary petitions under the Bankruptcy Code, being April 5, 2021.

“Pre-Closing Period” means any taxable period (or portion thereof) ending on or prior to the Closing Date.

“Privileged Communications” means any attorney-client communications, confidences, files, work product or other communications related to the Seller Engagements.

“Property Taxes” means real and personal ad valorem property Taxes and any other Taxes imposed on a periodic basis and measured by the value of any item of property.

“Purchased Assets” has the meaning given to it in Section 2.1(a).

“Purchase Price” has the meaning given to it in Section 2.4.

“Purchaser” has the meaning given to it in the preamble hereto.

“Purchaser Disclosure Schedule” means the Disclosure Schedule attached hereto as Exhibit I, dated as of the date hereof, delivered by the Purchaser to the Seller in connection with this Agreement.

“Purchaser Plans” has the meaning given to it in Section 6.2(c).

“RCRA” has the meaning given to it in the definition of “Environmental Law.”

“Receivables” means any and all accounts receivable, notes and other amounts receivable from third parties, including customers, arising from the conduct of the Business before the Closing, whether or not in the ordinary course of business, together with any unpaid financing

charges accrued thereon, net of any applicable reserves required to reflect the receivables at their net realizable value.

“Regulations” means the Treasury Regulations (including Temporary Regulations) promulgated by the United States Department of Treasury with respect to the Tax Code or other federal tax statutes.

“Release” means any spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching, migrating, dumping, or disposing of Hazardous Materials (including the abandonment or discarding of barrels, containers or other closed receptacles containing Hazardous Materials) into the environment in violation of Environmental Laws.

“Remedial Action” means all actions taken to (a) clean up, remove, remediate, contain, treat, monitor, assess, evaluate or in any other way address Hazardous Materials in the indoor or outdoor environment; (b) prevent or minimize a Release or threatened Release of Hazardous Materials so they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment; (c) perform pre-remedial studies and investigations and post-remedial operation and maintenance activities or (d) any other actions authorized or required by any Environmental Law or Governmental Authority acting under authority of any Environmental Law.

“Representatives” means, with respect to a particular Person, any director, officer, manager, employee or other representative of such Person, including such Person’s attorneys, financial advisors, investment bankers, accountants and restructuring advisors. Without limiting the generality of the foregoing, the Seller Investment Banker and the Seller Restructuring Advisor shall be deemed Representatives of the Seller.

“Revolving Credit Agreement” means that certain Revolving Credit, Term Loan and Security Agreement dated as of June 27, 2017 by and among PNC Bank, National Association, as lender and as agent, Seller, TECT Hypervelocity, Inc., a Delaware corporation, TECT Aerospace Wellington Inc., a Kansas corporation, and Sun Country Holdings, LLC, a Delaware limited liability company, as borrowers, as amended, supplemented or otherwise modified from time to time, which has been assigned to The Boeing Company, a Delaware corporation.

“Sale Hearing” means the hearing at which the approval of the Sale Order is to be considered before the Bankruptcy Court.

“Sale Motion” means one or more motions and notices filed by the Seller and served on creditors and parties in interest, in accordance with the Bidding Procedures Order, other Orders of the Bankruptcy Court, the Federal Rules of Bankruptcy Procedures and Local Rules, which motion(s) seeks authority from the Bankruptcy Court for the Seller to enter into this Agreement and consummate the transactions contemplated by this Agreement, including the assumption and assignment of the Assigned Contracts.

“Sale Order” means an Order of the Bankruptcy Court approving the Sale Motion substantially in the form attached hereto as Exhibit C, provided that in the event the Bankruptcy

Court requires any changes to the substance of Exhibit C, such changes shall be acceptable absent reasonable good faith objection by the Purchaser.

“Self-Regulatory Organization” means the New York Stock Exchange or any other securities exchange, futures exchange, contract market, any other exchange or corporation or similar self-regulatory body or organization exercising authority over a party to this Agreement.

“Seller” has the meaning given to it in the preamble hereto.

“Seller Disclosure Schedule” means the Disclosure Schedule attached hereto as Exhibit H, dated as of the date hereof, delivered by the Seller to the Purchaser in connection with this Agreement.

“Seller Engagements” means any matters for which any Seller or any of its Affiliates has engaged Richards, Layton & Finger, P.A., the Seller Investment Banker or the Seller Restructuring Advisor in connection with a possible negotiated transaction involving any member of the TECT Group and another Person.

“Seller Expenses” means any costs and expenses (including all legal, accounting, financial advisory, valuation, investment banking and other third party advisory or consulting fees and expenses including those of Richards, Layton & Finger, PA, the Seller Investment Banker and the Seller Restructuring Advisor) incurred by or on behalf of the Seller in connection with the Chapter 11 Case or the transactions contemplated by this Agreement.

“Seller Investment Banker” means Imperial Capital, LLC.

“Seller’s Liability Cap” means an amount not to exceed three percent (3.0%) of the cash paid to Sellers at the Closing.

“Seller Restructuring Advisor” means Winter Harbor LLC.

“Seller’s Knowledge” or “knowledge of Seller” means the actual knowledge of the individuals set forth on Section 1.1(c) of the Seller Disclosure Schedule.

“Shared Assets” means the Contracts and Licensed Intellectual Property identified on Schedule 1.1(d), and the Excluded Business Employees.

“Specified Critical Vendors” means the Critical Vendors identified on Schedule 1(b).

“Specified Critical Vendor Cure Costs” means all Determined Cure Costs for Assigned Contracts with Specified Critical Vendors.

“Straddle Period” means any taxable period beginning on or prior to and ending after the Closing Date.

“Stony Point Equipment Bill of Sale” that certain Bill of Sale, dated as of the date hereof and effective as of the Closing Date, entered into by Stony Point Equipment Finance LLC, a Delaware limited liability company (the “Everett Equipment Lessor”), to transfer to Seller, Stony

Point Affiliate Lease Equipment identified on Schedule 2.1(a)(ii), and attached hereto as Exhibit J-1.

"Stony Point Affiliate Agreements" means the following Contracts: (i) the Second Amended and Restated Support Services Agreement, dated on or prior to the Closing Date (the "New Services Agreement"), between Office Support Services, LLC, a Delaware limited liability company ("OSS LLC"), and the Purchaser, attached hereto as Exhibit J-2, and (ii) the Second Amendment to the Lease Agreement, dated on or prior to the Closing Date the "Everett Real Property Lease Amendment"), between Utica Realty Holdings V LLC, a Delaware limited liability company (the "Everett Landlord"), and the Purchaser, attached hereto as Exhibit J-3.

"Subsidiary" means, when used with reference to any Person, any corporation, partnership, limited liability company, joint venture, stock company or other entity of which such Person (either acting alone or together with its other Subsidiaries), directly or indirectly, owns or has the power to vote or to exercise a controlling influence with respect to 50% of more of the capital stock or other voting interests, the holders of which are entitled to vote for the election of a majority of the board of directors or any similar governing body of such corporation, partnership, limited liability company, joint venture, stock company or other entity.

"Successful Bidder" has the meaning given to it in the Bidding Procedures Order.

"Suits" has the meaning given to it in Section 3.8(b)ii.

"Tax" or "Taxes" means any and all taxes, assessments, duties, levies or other governmental charges, including all federal, state, provincial, local, foreign and other income, franchise, profits, gross receipts, capital gains, capital stock, transfer, property, sales, use, value-added, occupation, property, excise, severance, windfall profits, stamp, license, payroll, social security, withholding and other taxes, assessments, duties, levies or other governmental charges of any kind whatsoever (whether payable directly or by withholding and whether or not requiring the filing of a Tax Return), all estimated taxes, deficiency assessments, additions to tax, penalties and interest and shall include any liability for such amounts as a result either of being a member of a combined, consolidated, unitary or affiliated group or of a contractual obligation to indemnify any person or other entity.

"Tax Code" means the U.S. Internal Revenue Code of 1986.

"Tax Documents" has the meaning given to it in Section 5.9(a).

"Tax Returns" means any and all returns, reports, documents, declarations, claims for refund or other information or filings required to be supplied to any Governmental Authority or jurisdiction (foreign or domestic) with respect to Taxes together with all schedules or attachments thereto, including information returns where required, any documents with respect to or accompanying payments of estimated Taxes, or any documents with respect to or accompanying requests for the extension of time in which to file any such report, return, document, declaration or other information, and including any amendments of any of the foregoing.

“TECT Group” means, collectively, TECT Aerospace Group Holdings, Inc., a Delaware corporation, and its Subsidiaries.

“Termination Date” means August 1, 2021.

“Termination Fee” has the meaning given to it in Section 7.3(a).

“Termination Payment” has the meaning given to it in Section 7.3(a).

“Third-Party” has the meaning given to it in Section 7.3(a).

“Third-Party Sale” has the meaning given to it in Section 7.3(a).

“Title IV Plans” has the meaning given to it in Section 3.10(a).

“Trademarks” has the meaning given to it in the definition of “Intellectual Property.”

“Transactions” means the transactions contemplated by this Agreement and the Ancillary Agreements.

“Transfer” has the meaning given to it in Section 2.12(a).

“Transferred Employees” has the meaning given to it Section 6.1(a).

“Transferred Intellectual Property” means all Owned Intellectual Property and all Licensed Intellectual Property, except for Licensed Intellectual Property that is licensed pursuant to an Excluded Contract and otherwise to the extent such Intellectual Property is an Excluded Asset.

“Unaudited Business Balance Sheet Date” has the meaning given to it in Section 3.4(a).

“Unaudited Business Financial Statements” has the meaning given to it in Section 3.4(a).

“WARN Laws” means Worker Adjustment and Retaining Notification Act, 29 U.S.C. § 21.01 et seq., and any other similar provision of any Law governing plant closings or mass layoffs.

Section 1.2 Interpretation and Rules of Construction. In this Agreement, except to the extent otherwise expressly provided:

(a) when a reference is made in this Agreement to an Article, Section or Schedule, such reference is to an Article or Section of or Schedule to, this Agreement unless otherwise expressly indicated;

(b) the table of contents and headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;

(c) whenever the words “include,” “includes” or “including” are used in this Agreement, they are deemed to be followed by the words “without limitation”;

(d) the words “hereof,” “herein” and “hereunder” and words of similar import,

when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement;

(e) the definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms;

(f) references to “days” shall be to calendar days unless otherwise indicated as a “Business Day”;

(g) any action otherwise required to be taken on a day that is not a Business Day shall instead be taken on the next succeeding Business Day, and if the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day;

(h) references to currency, monetary values and dollars shall mean United States (U.S.) dollars and all payments hereunder shall be made in United States dollars;

(i) references to a Person are also to the Person’s heirs, executors, administrators, personal representatives, successors and permitted assigns, as applicable;

(j) references to agreements are also to the same agreements as amended, restated or otherwise modified from time to time;

(k) reference to any Law means such Law as in effect from time to time, including all past and future amendments, all successor Laws, and all rules and regulations promulgated thereunder; and

(l) any statement in this Agreement that the Seller has “made available” to or “provided to” the Purchaser, or similar phrases, or any obligation in this Agreement for the Seller to “make available” or “provide to” or any similar obligation to the Purchaser is fulfilled by the Seller posting the applicable documents to a file folder in that certain due diligence data room maintained by the Seller Restructuring Advisor that the Purchaser has access to or by emailing such documents to Purchaser’s employee or Purchaser’s legal counsel engaged to represent the Purchaser for the Transactions and this Agreement.

The parties hereto and their respective legal counsel participated in the preparation of this Agreement, and therefore, this Agreement shall be construed neither against nor in favor of any of the parties hereto, but rather in accordance with the fair meaning thereof.

ARTICLE II PURCHASE AND SALE

Section 2.1 Purchase and Sale of Assets.

(a) Upon the terms and subject to the conditions of this Agreement, and subject to Section 5.1(b), at the Closing, the Seller shall sell, assign, transfer, convey and deliver, or cause to be sold, assigned, transferred, conveyed and delivered, to the Purchaser, and the Purchaser shall purchase and acquire from the Seller, all of the Seller’s right, title and interest, as of the Closing Date, in and to any and all of the following assets, properties, rights and claims of any kind or

nature, whether tangible or intangible, real, personal or mixed, wherever located and whether or not carried or reflected on the books and records of the Seller, whether now existing or hereinafter acquired, which are used in or held for use in, or which are necessary for the operation of, the Business, excluding only the Excluded Assets (such assets, properties, rights and claims to be acquired hereunder, collectively, the “Purchased Assets”):

i. the Leased Real Property save and except any Leased Real Property that is leased under a lease that is an Excluded Contract;

ii. all tangible personal property related to, or used or useful in or held for use in the conduct of, the Business, including equipment (including equipment held by Seller as a lessee under that certain lease for the equipment described in Schedule 2.1(a)(ii) as the “Stony Point Affiliate Lease Equipment”, and to which \$850,000 of the Purchase Price will be allocated, as further described in Schedule 2.1(a)(ii)), machinery, tools, supplies, spare parts, molds, trucks, cars, other vehicles and rolling stock, furniture, fixtures, trade fixtures, leasehold improvements, office materials and supplies, and other tangible personal property located on the premises of the Leased Real Property, including, without limitation, the equipment and other tangible personal property listed in the attached Schedule 2.1(a)(ii) generated from that certain appraisal, dated September 4, 2020, prepared by Gordon Brothers;

iii. the Inventory;

iv. the Receivables arising from the operation of the Business;

v. to the extent transferrable, all files, operating data, books of account, general, financial and Tax records, personnel records of the Transferred Employees, invoices, shipping records, supplier lists, price lists, vendor lists, mailing lists, catalogs, sales promotion literature, advertising materials, brochures, standard forms of documents, manuals of operations or business procedures, research materials, contracts, instruments, filings, administrative and pricing manuals, correspondence, memoranda, plats, architectural plans, surveys, title insurance policies, drawings, plans and specifications, environmental reports, maintenance or service records, soil tests, engineering reports, expired purchase orders, operating records, operating safety manuals, and other material and documents, books (including applicable portions of minute books), records and files (whether or not in the possession of the Seller or its Representatives, stored in hardcopy form or on magnetic, optical or other media) and any rights thereto owned, associated with or employed by the Seller in the conduct of the Business or otherwise related to the Purchased Assets or the Assumed Liabilities;

vi. all goodwill associated with the Purchased Assets, including rights under any confidentiality agreements executed by any third party for the benefit of the Seller and assigned to the Purchaser to the extent relating to the Business;

vii. the Transferred Intellectual Property;

viii. subject to Section 5.1 and to the extent transferable after giving

effect to the Sale Order, all of the rights and benefits accruing under any Contract listed in Section 2.1(a)(viii) of the Seller Disclosure Schedule (collectively, the “Assigned Contracts”), including any outstanding deposits thereunder;

ix. all of the rights and benefits accruing under any franchises, permits, consents, certificates, clearances, approvals, exceptions, variances, permissions, filings, publications, declarations, notices, licenses, agreements, waivers and authorizations, including Environmental Permits, of or with any Governmental Authority held, used or made by the Seller in connection with the Business (collectively, the “Permits”) and all deposits and prepaid expenses held by third parties and/or governmental agencies solely related to the Permits;

x. subject to the terms of the Seller’s privacy policy, the sales and promotional literature, customer lists and other sales-related materials related to the Business;

xi. all unexpired, transferable warranties, indemnities, or guaranties from any third party with respect to any Purchased Asset, including any item of real property, personal property or equipment;

xii. to the extent transferable and to the extent related to the Purchased Assets, the full benefit of all representations, warranties, guarantees, indemnities, undertakings, certificates, covenants, agreements and all security therefor received by the Seller on the purchase or other acquisition of the Purchased Assets;

xiii. any rights, demands, claims, credits, allowances, rebates, or rights of setoff (other than against the Seller or any of its Affiliates) arising out of or relating to any of the Purchased Assets;

xiv. all prepaid items that relate to the Purchased Assets, including all prepaid rentals and unbilled charges, fees and deposits;

xv. all confidentiality, non-compete and similar agreements entered into by the Seller, or any of its Representatives, and assumed by the Purchaser in connection with a sale of the Purchased Assets;

xvi. to the extent transferable, all phone and fax numbers related to the Business; and

xvii. all other assets, properties, rights and claims of the Seller of any kind or nature which relate to the Business, which are used in or held for use in the Business, or which relate to the Purchased Assets (in each case, other than the Excluded Assets) not otherwise described above.

(b) Notwithstanding anything in Section 2.1(a) to the contrary, the Seller shall not sell, convey, assign, transfer or deliver, nor cause to be sold, conveyed, assigned, transferred or delivered, to the Purchaser, and the Purchaser shall not purchase or acquire, and the Purchased

Assets shall not include all other assets, properties, rights and claims of any kind or nature, whether tangible or intangible, real, personal or mixed of the Seller or any other member of the TECT Group (collectively, the “Excluded Assets”), including all of the Seller’s right, title and interest in and to the following assets:

- i. all Cash and Cash Equivalents, on hand, in lock boxes, in financial institutions or elsewhere, and all bank accounts;
- ii. all documents and other items related solely to the organization, existence or capitalization of the Seller, including charter documents, stock or equity record books and such other similar books and records (including applicable portions of minute books), and all Privileged Communications;
- iii. all rights of the Seller under this Agreement and the Ancillary Agreements;
- iv. any rights to Tax refunds;
- v. Tax Returns of the Seller (other than the copies of such Tax Returns obtained pursuant to Section 5.9 or otherwise);
- vi. any Excluded Contract and rights thereunder, and any Assigned Contract which the Bankruptcy Court has determined shall not be assigned to the Purchaser;
- vii. any assets relating to the Employee Plans;
- viii. any and all assets, properties, rights and claims of any kind or nature, whether tangible or intangible, real, personal or mixed that relate to the Kansas Business, including the Shared Assets;
- ix. any right, property or asset that is listed or described in Section 2.1(b)ix of the Seller Disclosure Schedule. The Purchaser at its sole discretion shall be allowed to amend or supplement Section 2.1(b)ix of the Seller Disclosure Schedule to add assets at any time on or prior to the date that is ten days prior to the Closing Date;
- x. all current and prior insurance policies of the Seller or relating to the Purchased Assets; and
- xi. all websites, domain names, and email addresses.

Section 2.2 Assumption and Exclusion of Liabilities.

(a) The Purchaser shall assume no liability or obligation of the Seller except the liabilities and obligations expressly set forth in this Section 2.2(a) (collectively, the “Assumed Liabilities”), which the Purchaser shall assume and pay, perform and discharge in accordance with their respective terms, subject to any defenses or claimed offsets asserted in good faith against the obligee to whom such liabilities or obligations are owed:

i. all Liabilities of the Seller (other than Environmental Liabilities) under the Assigned Contracts for the lease of real property (other than any such lease that is an Excluded Contract) and the other Assigned Contracts (other than any that is an Excluded Contract), in each case (A) for which all necessary consents or Bankruptcy Court approval to transfer have been obtained and (B) all Determined Cure Costs have been determined, it being understood and agreed that all such Determined Cure Costs shall be paid by Seller or the Purchaser, as applicable, in accordance with Section 2.4(b) and Section 2.7, other than claims for breach, non-performance, warranty, product liability, set off, rebate, or any other Liabilities, in each case, arising from such Assigned Contracts with respect to the time period prior to Closing, unless and to the extent included as an Assumed Accounts Payable; provided that Liabilities arising with respect to any product delivered by the Purchaser to a customer under an Assigned Contract after the Closing shall be Assumed Liabilities;

ii. all Liabilities in respect of Permits (other than any that is an Excluded Asset), in each case, arising and relating solely to the period from and after the Closing and not to the extent arising out of any breach or default thereof or other activities of Seller or any other Person prior to the Closing unless and to the extent included as an Assumed Accounts Payable, provided, however, if there is a Liability associated with any Permits that arises prior to the Closing and such Liability is not an Assumed Accounts Payable, Seller may exclude such Permit from the Purchased Assets without incurring any Liability to the Purchaser under this Agreement or effecting the Closing of the Transactions by providing written notice to Purchaser prior to the Closing of any such Permits becoming Excluded Assets under this Agreement;

iii. all Property Taxes and assessments on the Purchased Assets that relate to the period from and after the Closing;

iv. all Accounts Payable incurred by the Seller after the Petition Date and prior to the Closing ("Assumed Accounts Payable");

v. all Liabilities set forth in Section 2.2(a)v of the Seller Disclosure Schedule; and

vi. all Liabilities related to the Business Employees which the Purchaser has expressly agreed to assume under Article VI.

(b) Notwithstanding anything to the contrary in this Agreement, the parties expressly acknowledge and agree that the Purchaser shall not assume or in any manner whatsoever be liable or responsible for any Liabilities of the Seller, or of any predecessor or Affiliate of the Seller, existing on the Closing Date or arising thereafter as a result of any act, omission or circumstance taking place prior to the Closing, other than the Assumed Liabilities. The Liabilities not specifically assumed by the Purchaser pursuant to Section 2.2(a) shall be referred to herein collectively as the "Excluded Liabilities." Without limiting the foregoing, the Purchaser shall not be obligated to assume, and does not assume, and hereby disclaims all of the Excluded Liabilities, including all of the following Liabilities, of the Seller, or of any predecessor or Affiliate of the Seller:

- i. all Excluded Taxes;
- ii. any Liabilities relating to or arising out of the Excluded Assets;
- iii. all Accounts Payable incurred by the Seller before the Petition Date (other than any such Accounts Payable that are Assumed Accounts Payable);
- iv. any pre-Petition Date accrued expenses of the Seller;
- v. any Environmental Liabilities, including any Environmental Liabilities in respect of the Leased Real Property and any area used pursuant to the Permits relating to the Business, or Hazardous Material or environmental conditions that exist on or prior to the Closing Date;
- vi. the Seller's obligations under this Agreement and the Ancillary Agreements and any fees or expenses incurred by the Seller in connection with the negotiation, preparation, approval or execution of this Agreement and the Ancillary Agreements and/or the sale of the Purchased Assets pursuant hereto, including the fees and expenses of counsel, independent auditors, brokers, bankers, investment bankers and other advisors or consultants and any success (or similar fees) arising in connection therewith;
- vii. any Liabilities arising as a result of any Action initiated at any time, to the extent related to the Business or the Purchased Assets on or prior to the Closing Date, including any shareholder Actions, or Actions in tort or for breach of contract and any Liabilities arising in connection with the Actions set forth on Section 2.2(b)vii of the Seller Disclosure Schedule;
- viii. except as provided in Section 2.2(a)v, all Liabilities arising out of, relating to or with respect to (i) the employment or performance of services, or termination of employment or services by the Seller or any of its Affiliates of any individual before or on the Closing Date, including for severance, accrued paid time off, vacation, sick leave, stay or incentive bonuses, or any other rights or obligations, (ii) each of the Employee Plans subject to Title IV of ERISA, all other Employee Plans and any other "employee benefit plan" (within the meaning of Section 3(3) of ERISA) or other benefit or compensation plan, program, agreement or arrangement at any time maintained, sponsored, contributed or required to be contributed to by the Seller or any of its Affiliates, or with respect to which the Seller or any of its Affiliates has any Liability, or (iii) workers' compensation claims against the Seller or any of its Subsidiaries that relate to the period ending on the Closing Date, irrespective of whether such claims are made prior to or after the Closing;
- ix. any Liabilities arising under Intercompany Loans and all promissory notes related thereto;
- x. all Liabilities arising under the DIP Credit Agreement;
- xi. all Liabilities arising under the Revolving Credit Agreement;
- xii. all Liabilities with respect to Seller Expenses;

xiii. Except for the Assumed Liabilities, any Liabilities arising from the ownership and operation of the Business prior to the Closing, including all Liabilities in respect of Indebtedness that relates to the period prior to the Closing;

xiv. Any Liabilities arising from the operation of any successor liability Laws;

xv. Any violation of an applicable Law or Order prior to the Closing by the Seller, including any Environmental Law;

xvi. any Liabilities for personal injury claims or product recalls relating to the operation of the Business prior to the Closing; and

xvii. any Liability with respect to outstanding checks or other instruments issued by the Seller.

Section 2.3 Purchase of Purchased Assets. On the terms and subject to the conditions of this Agreement, on the Closing Date (a) the Purchaser shall purchase the Purchased Assets and assume the Assumed Liabilities from the Seller, and (b) the Purchase Price shall be paid to the Seller as set forth in Section 2.4 and Section 2.5.

Section 2.4 Purchase Price. The purchase price (the “Purchase Price”) payable in consideration for the sale, transfer, assignment, conveyance and delivery by the Seller to the Purchaser of the Purchased Assets shall consist of the following:

(a) an amount in cash equal to \$31,073,993 (the “Cash Purchase Price”); plus

(b) the assumption at the Closing by the Purchaser of the Assumed Liabilities, including the Assumed Accounts Payable, all Liabilities under any Assigned Contracts, including the Critical Vendor Cure Costs Shortfall and other Determined Cure Costs, but specifically excluding all Specified Critical Vendor Cure Costs, Critical Vendor Cure Costs and any amounts under any Excluded Contract.

Section 2.5 Payment of Purchase Price. At the Closing, (a) the Purchaser shall pay to the Seller, by wire transfer of immediately available funds into an account designated by the Seller, (i) the Cash Purchase Price minus (ii) the Good Faith Deposit; and (b) the Purchaser and the Seller shall jointly instruct the Escrow Agent to release the Good Faith Deposit to a bank account designated by the Seller.

Section 2.6 Good Faith Deposit. Within five (5) Business Days of the date hereof, the Purchaser shall execute and deliver to Seller an escrow agreement in the form of Exhibit G (the “Escrow Agreement”) and shall deposit with the Escrow Agent \$1,500,000 (the “Good Faith Deposit”) pursuant to the terms thereof. The Good Faith Deposit shall not be subject to any Encumbrance, attachment, trustee process or any other judicial process of any creditor of the Seller or Purchaser, except that Seller’s right, title and interest in the Good Faith Deposit under this Agreement and applicable Law shall be subject to an Encumbrance and security interest granted by the Seller to the Escrow Agent (to the extent required by the Escrow Agreement). Interest

accrued on the Good Faith Deposit shall become a part of the Good Faith Deposit and shall be paid to the Purchaser or the Seller entitled to the Good Faith Deposit under the terms of this Agreement. The Good Faith Deposit shall be credited to the Purchase Price if the Closing occurs, and otherwise distributed pursuant to the Escrow Agreement. The Good Faith Deposit shall be held and disbursed pursuant to the terms of the Escrow Agreement, the Bid Procedures Order and this Agreement, including:

i. If the Closing shall occur, then the Good Faith Deposit, together with all accrued investment income or interest thereon, shall be delivered to the Seller and credited against the Purchase Price;

ii. If this Agreement is terminated for any reason other than by the Seller pursuant to and in accordance with Section 9.1(d), then the Good Faith Deposit, together with all accrued investment income or interest thereon, shall be promptly returned to the Purchaser and, in any event, no later than three (3) Business Days after such termination; or

iii. If this Agreement is terminated by the Seller pursuant to and in accordance with Section 9.1(d), then the Good Faith Deposit, together with all accrued investment income or interest thereon, shall be promptly delivered to Seller and, in any event, no later than three (3) Business Days after such termination.

Section 2.7 Determined Cure Costs. The Purchaser agrees to promptly satisfy (a) all Critical Vendor Cure Costs Shortfall and all other Determined Cure Costs (other than Specified Critical Vendor Cure Costs and Critical Vendor Cure Costs) as and when such Critical Vendor Cure Costs Shortfall or such Determined Cure Costs become due, in respect of Assigned Contracts for which all necessary consents and/or Bankruptcy Court approval to transfer have been obtained. The Seller agrees to promptly satisfy all Specified Critical Vendor Cure Costs and the Critical Vendor Cure Costs, as and when all such Specified Critical Vendor Cure Costs and Critical Vendor Cure Costs become due, in respect of Assigned Contracts (other than Excluded Contracts) with a Specified Critical Vendor or other Critical Vendor for which all necessary consents and/or Bankruptcy Court approval to transfer have been obtained. The Seller may satisfy and pay all Specified Critical Vendor Cure Costs and the Critical Vendor Cure Costs using the cash sale proceeds received by the Seller at the Closing from the Purchaser to pay the Cash Purchase Price.

Section 2.8 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement shall take place at a closing (the "Closing") to be effected by remote exchange of signature pages and other closing deliverables at 10:00 a.m. New York time on the third (3rd) Business Day following the satisfaction or waiver of the conditions to the obligations of the parties hereto set forth in Section 8.1 and Section 8.2 (other than those conditions that by their nature are contemplated to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions), or at such other place or at such other time or on such other date as the Seller and the Purchaser may mutually agree upon in writing. The date of the Closing is herein referred to as the "Closing Date." Notwithstanding that the Closing may occur later in the day on the Closing Date, the Closing shall become effective as of the Closing Date Effective Time.

Section 2.9 Closing Deliveries by the Seller. At the Closing, the Seller shall deliver or cause to be delivered to the Purchaser:

- (a) a certified copy of the Sale Order, as entered by the Bankruptcy Court;
- (b) the Bill of Sale and Assignment and Assumption Agreement and such other instruments, in form and substance and in registrable or recordation form where applicable, reasonably satisfactory to the Purchaser, as may be reasonably requested by the Purchaser to effect the transfer of the Purchased Assets to the Purchaser, or to register or record or evidence such transfer on the public records, in each case, duly executed by the Seller and the other parties thereto (other than the Purchaser);
- (c) the Ancillary Agreements, duly executed by the Seller and the other parties thereto (other than the Purchaser) other than the Ancillary Agreements delivered pursuant to Section 2.9(b);
- (d) a certificate of non-foreign status pursuant to section 1.1445-2(b)(2) of the Regulations from the Seller;
- (e) the Transition Services Agreement, substantially in the form attached hereto as Exhibit E, duly executed by the Seller;
- (f) the Stony Point Equipment Bill of Sale, duly executed by Everett Equipment Lessor and TECT Aerospace; and
- (g) a certificate of a duly authorized officer of the Seller certifying that all conditions set forth in Section 8.2 have been satisfied (or to the extent any such condition has been waived in accordance with the terms hereof, attaching thereto the applicable written waiver).

Section 2.10 Closing Deliveries by the Purchaser. At the Closing, the Purchaser shall deliver, or cause to be delivered,

- (a) to the Seller:
 - i. the Bill of Sale and Assignment and Assumption Agreement, the Assignment of Leased Properties, in each case, in form and substance reasonably satisfactory to the Seller, to effect the assumption by the Purchaser of the Assumed Liabilities, duly executed by the Purchaser (where required);
 - ii. the Ancillary Agreements to which the Purchaser is a party, duly executed by the Purchaser (other than the Ancillary Agreements delivered pursuant to Section 2.10(a)(i); and
 - iii. The Transition Services Agreement, substantially in the form attached hereto as Exhibit E, duly executed by the Purchaser;
 - iv. a certificate of a duly authorized officer of the Purchaser certifying that the conditions set forth in Section 8.1(a) have been satisfied (or to the extent any such

condition has been waived in accordance with the terms hereof, attaching thereto the applicable written waiver).

(b) the Purchase Price in accordance with Section 2.4 and Section 2.5.

Section 2.11 Relinquishment of Control. At the Closing, the Seller shall turn over actual possession and control of all of the Purchased Assets to the Purchaser by taking such actions as may be required or reasonably requested by the Purchaser to effect such transfer of possession and control.

Section 2.12 Assignment of Contracts and Rights.

(a) To the extent that any Contract to be sold, transferred, conveyed or assigned (any such sale, transfer, conveyance or assignment, a “Transfer”) to the Purchaser pursuant to the terms of Section 2.1 is not capable of being Transferred to the Purchaser (after giving effect to the Sale Order) without the Consent of a third Person (each such Contract, a “Consent Pending Contract”), or if such Transfer or attempted Transfer would constitute a breach thereof or a violation of any Law, nothing in this Agreement or in any document, agreement or instrument delivered pursuant to this Agreement will constitute a Transfer or an attempted Transfer thereof prior to the time at which all Consents necessary for such Transfer will have been obtained unless an Order of the Bankruptcy Court effects such Transfer without Consent.

(b) The Seller shall hold and not reject pursuant to Section 365 of the Bankruptcy Code any Consent Pending Contracts set forth on Schedule 2.12(b) for a period of 30 days following the Closing Date (the “Contract Retention Period”) and, as soon as practicable after receiving further written notice(s) (each, an “Assumption Notice”) from the Purchaser during the Contract Retention Period requesting assumption and assignment of any Consent Pending Contract, the Seller shall, subject to the Purchaser’s demonstrating adequate assurance of future performance thereunder, take all actions reasonably necessary to seek to assume and assign to the Purchaser pursuant to Section 365 of the Bankruptcy Code any Contract(s) set forth in an Assumption Notice, and any applicable Determined Cure Cost shall be paid by the Seller or the Purchaser, as applicable in accordance with Section 2.7 hereof. The Seller agrees and acknowledges that the covenants set forth in this Section 2.12(b) shall survive the Closing. With respect to any Consent Pending Contract (whether or not such Consent Pending Contract is set forth on Schedule 2.12(b)), the Purchaser shall compensate, pay, indemnify and hold harmless the Seller for all Liabilities incurred by Seller for the continuation of such Consent Pending Contracts during the Contract Retention Period, and Seller shall compensate and pay the Purchaser for all payments, proceeds, materials or other assets received by Seller with respect to the Consent Pending Contract, up to and including the date of Seller’s receipt of written notice from the Purchaser authorizing rejection of the same or, in the case of any Consent Pending Contracts that relate to any Leased Real Property, until the termination of the Contract Retention Period, it being understood and agreed that the Seller’s obligation to assume and assign any Consent Pending Contract shall be conditioned upon the Purchaser’s payment of such amounts and that the Purchaser’s covenant to pay such amounts shall survive the Closing until the Purchaser pays all such amounts owed under this Section 2.12. For the avoidance of doubt, from and after Closing until the date a Consent Pending Project is Transferred or rejected, the benefits and Liabilities associated with such Consent Pending Project shall be for the account of Purchaser.

Notwithstanding anything in this Agreement to the contrary, on the date any Contract is assumed and assigned to the Purchaser pursuant to this Section 2.12(b), such Contract shall be deemed an Assigned Contract and deemed scheduled on Section 3.12(a) under the appropriate heading for all purposes under this Agreement. The Seller shall have the right at any time following the expiration of the Contract Retention Period to reject any Consent Pending Contracts whether set forth on Schedule 2.12(b) or otherwise pursuant to Section 365 of the Bankruptcy Code.

Section 2.13 Designation of Affiliate of the Purchaser. Prior to the Closing, upon at least two (2) Business Days' prior written notice to the Seller, the Purchaser may designate an Affiliate of Purchaser in accordance with Section 11.6 hereof to acquire all or part of the Purchased Assets at the Closing and/or assume all or part of the Assumed Liabilities at the Closing, in which event all references to "Purchaser" herein shall refer to the Purchaser and/or such Affiliates, as applicable; provided, however, (a) that no such designation shall in any event limit or affect the obligations of Purchaser under this Agreement to the extent not performed by such Affiliate(s), and (b) any such designation shall not violate applicable Law (including Law of the United States applicable to any Persons not domiciled in the United States).

Section 2.14 Bulk Sales Laws. Purchaser hereby acknowledges that Seller will not comply with any "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the sale and transfer of any or all of the Purchased Assets to Purchaser and waives compliance by Seller with the requirements and provisions thereof.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE SELLER

Except as set forth in the corresponding sections or subsections of the Seller Disclosure Schedule, the Seller hereby represents and warrants to the Purchaser as of the date hereof and as of the Closing Date (except for representations and warranties that are made as of a specific date, which are made only as of such date) as follows:

Section 3.1 Organization, Authority and Qualification of the Seller. The Seller is a limited liability company duly organized, validly existing and, except as a result of the commencement of the Chapter 11 Case, in good standing under the laws of Delaware, and, subject to obtaining the approval of the Bankruptcy Court, has all necessary power and authority to enter into this Agreement and the Ancillary Agreements, to carry out its obligations hereunder and thereunder, and to consummate the Transactions. The Seller has all necessary entity power and authority to own, lease, operate and conduct its business, properties and assets as now being conducted. The Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its respective business makes such licensing or qualification necessary, except to the extent that the failure to be so licensed, qualified or in good standing (a) has resulted from the commencement or continuance of the Chapter 11 Case; or (b) would not: (i) adversely affect the ability of the Seller to carry out its obligations under this Agreement and the Ancillary Agreements, and to consummate the Transactions; or (ii) otherwise reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Subject to obtaining the Sale Order from the Bankruptcy Court, the execution and delivery of this Agreement and the Ancillary Agreements by the Seller, the performance by the Seller of its obligations hereunder and thereunder, and the consummation by

the Seller of the Transactions have been duly authorized by all requisite action on the part of the Seller, and no other corporate or limited liability company action or proceeding on the part of the Seller is necessary to authorize the execution and delivery of this Agreement and the Ancillary Agreements by the Seller, or the consummation of the Transactions. This Agreement has been and, upon the Seller's execution, the Ancillary Agreements shall have been duly executed and delivered by the Seller, and (assuming due authorization, execution and delivery by the Purchaser and the other parties thereto), subject to the approval of the Bankruptcy Court, this Agreement constitutes and, upon the Seller's execution, the Ancillary Agreements shall constitute legal, valid and binding obligations of the Seller, enforceable against the Seller in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity. TECT Aerospace does not have any Subsidiaries. The Parent's only Subsidiaries are TECT Support Services UK Limited, Sun Country Holdings, LLC and TECT Aerospace Components SRL de CV.

Section 3.2 No Conflict. Subject to obtaining the approval of the Bankruptcy Court, and assuming that (i) all consents, approvals, authorizations and other actions described in Section 3.3 of the Seller Disclosure Schedule and any Consent of CFIUS (which Purchaser has agreed to obtain) have been obtained, and (ii) all filings and notifications described in Section 3.3 of the Seller Disclosure Schedule have been made and except as may result from any facts or circumstances relating solely to the Purchaser, the execution, delivery and performance of this Agreement and the Ancillary Agreements by the Seller and the consummation of the Transactions hereby and thereby do not and will not: (a) violate, conflict with or result in the breach of the Organizational Documents of the Seller; (b) conflict with or violate any Law or Order applicable to the Seller or any of the Purchased Assets or Assumed Liabilities; (c) violate, conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, or require any consent under any note, bond, mortgage or indenture, Contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which the Seller is a party, or result in the creation of any Encumbrance (other than Permitted Encumbrances) on any of the Purchased Assets, except to the extent that any such rights and such Encumbrances are not enforceable (before or after consummation of the Transactions) due to operation of the Bankruptcy Code, or where such violation, conflict, breach, default, failure to obtain or creation does not have or is not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.3 Governmental Consents and Approvals. Except for the Sale Order, the execution, delivery and performance of this Agreement and each Ancillary Agreement by the Seller do not require any consent, approval, authorization or other Order of, action by, filing with or notification to, any Governmental Authority under any of the terms, conditions or provisions of any Law or Order applicable to the Seller or by which any of the Purchased Assets may be bound, any Contract to which the Seller is a party or by which the Seller may be bound, except as described in Section 3.3 of the Seller Disclosure Schedule or the Consent of CFIUS being obtained by the Purchaser.

Section 3.4 Financial Statements; Undisclosed Liabilities.

- (a) True, correct and complete copies of unaudited balance sheets and

statements of operations and cash flows of the Business as of and for the year ended December 31, 2020 and the two-month period ended February 28, 2021 (such date being the “Unaudited Business Balance Sheet Date”) (the “Unaudited Business Financial Statements”) have been provided to the Purchaser. The Unaudited Business Financial Statements present fairly, in all material respects, the financial position, results of operations and cash flows of the Business as of the dates and for the periods indicated in such Unaudited Business Financial Statements and have been prepared in conformity with GAAP, except for the absence of footnotes and other presentation items and for normal year-end adjustments that are not material individually or in the aggregate to the Purchased Assets.

(b) The Business has no liabilities of any kinds, whether or not required to be reflected or reserved against in the Unaudited Business Financial Statements in accordance with GAAP, that are not fully reflected or reserved against in the latest balance sheet in the Unaudited Business Financial Statements, except for (i) liabilities incurred since the date of the latest balance sheet in the Unaudited Business Financial Statements in the ordinary course of business and consistent with the Business’s past practice and amounts, (ii) liabilities arising in the ordinary course of business under any Contract (excluding liabilities resulting from breaches thereof), (iii) liabilities incurred under, or contemplated by, this Agreement or incurred in connection with the Chapter 11 Case, the DIP Credit Agreement or the Transactions, (iv) liabilities incurred in connection with this Agreement or the Ancillary Agreements (excluding, for the avoidance of doubt, liabilities resulting from the breach of this Agreement or the Ancillary Agreements by the Seller) or (v) liabilities that do not have or are not reasonably expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) Section 3.4(c) of the Disclosure Schedule sets forth a good faith list of the outstanding payables of Seller with respect to Critical Vendors as of the Petition Date, and the amounts allocated in the Budget to pay each of them, as of the Petition Date, subject to certain notes and agreements contained in such Schedule, and based on the Seller's books and records.

Section 3.5 Litigation. Except for the Chapter 11 Case or as set forth on Section 3.5 of the Seller Disclosure Schedules, there is no pending Action by or against the Seller or relating to the Business or any of the Purchased Assets or Assumed Liabilities, or, to the Seller’s Knowledge, threatened against or affecting the Seller or relating to the Business or any of the Purchased Assets or Assumed Liabilities that if adversely determined with respect to the Seller would have, individually or in the aggregate, a Material Adverse Effect.

Section 3.6 Compliance with Laws. Since January 1, 2019, the Seller (a) has conducted and continues to conduct the Business in all material respects in accordance with all applicable Laws and Orders applicable to the Business, (b) has complied with and continues to comply with in all material respects all Laws and Orders applicable to the Purchased Assets and the Assumed Liabilities, (c) is not in violation in any material respect of any such Law or Order applicable to the Business and (d) has not received any notice that any violation of any such Law or Order applicable to the Business is being or may be alleged.

Section 3.7 Environmental Matters.

(a) The Business, the Leased Real Property and any properties or facilities

owned, leased or operated by the Seller with respect to the Business are in compliance with Environmental Laws ;

(b) Seller possesses and is in compliance in all material respects with all Environmental Permits necessary for the conduct of its business as presently conducted;

(c) Since Seller has leased the Leased Real Property, the leasehold interest of which is a Purchased Assets, there has been no Release at the Leased Real Property, the leasehold interest of which is a Purchased Assets;

(d) Since Seller has leased the Leased Real Property, the leasehold interest of which is a Purchased Assets, Seller has not contaminated the Leased Real Property, the leasehold interest of which is a Purchased Assets, with any Hazardous Materials, other than in compliance with the requirements of Environmental Law and in quantities or under circumstances such that no investigation or remediation would reasonably be expected to be required under any Environmental Law;

(e) Since Seller has leased the Leased Real Property, the leasehold interest of which is a Purchased Assets, no Environmental Claims have been asserted against the Seller, nor does the Seller have knowledge or notice of any threatened or pending Environmental Claim against the Seller or any predecessor in interest;

(f) Neither the Seller nor the Leased Real Property, the leasehold interest of which is a Purchased Assets, is subject to any agreement that may require Seller to pay to, reimburse, guarantee, pledge, defend, indemnify or hold harmless any Person for or against any Environmental Liabilities; and

(g) To Seller's Knowledge, none of the Leased Real Property, the leasehold interest of which is a Purchased Assets, contains an active or inactive incinerator, lagoon, landfill, septic system, wastewater treatment system, underground storage tank, friable asbestos or friable asbestos-containing material, or polychlorinated biphenyls.

Section 3.8 Intellectual Property. The representations and warranties contained in this Section 3.8 are the only representations and warranties contained in this Agreement that relate to Intellectual Property. Except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect:

(a) Section 3.8(a) of the Seller Disclosure Schedule sets forth a true and complete list of all material (i) Owned Intellectual Property and (ii) Licensed Intellectual Property.

(b) With respect to the Transferred Intellectual Property:

i. All Owned Intellectual Property is valid, subsisting and enforceable, is not subject to any outstanding order, judgment or decree restricting its use or adversely affecting the Seller's rights thereto.

ii. Seller is not violating, and since January 1, 2018, has not violated, any Intellectual Property rights with respect to the Transferred Intellectual Property. There

are no Actions, reissues, reexaminations, public protests, interferences, arbitrations, mediations, oppositions, cancellations, Internet domain name dispute resolutions or other Actions (collectively, "Suits") pending or, to Seller's Knowledge, threatened concerning any claim or position that the Seller has violated any Intellectual Property rights with respect to the Transferred Intellectual Property.

iii. There are no Suits pending or, to Seller's knowledge, threatened concerning the Owned Intellectual Property that is Transferred Intellectual Property and no valid basis for any such Suits exists. There are no Suits pending or, to Seller's knowledge, threatened concerning the Licensed Intellectual Property that is Transferred Intellectual Property or the right of the Seller to use the Licensed Intellectual Property that is Transferred Intellectual Property, and to Seller's knowledge, no valid basis for any such Suits or claims exists.

iv. The Seller owns or otherwise holds valid rights to use all Transferred Intellectual Property. To Seller's knowledge, no Person is violating any Transferred Intellectual Property.

v. No Person other than the Seller has any ownership interest in, or a right to receive a royalty or similar payment with respect to, any of the Owned Intellectual Property that is Transferred Intellectual Property. Since January 1, 2018, the Seller has not granted any options, licenses, assignments or agreements of any kind relating to (i) ownership of rights in Owned Intellectual Property that is Transferred Intellectual Property or (ii) the marketing or distribution of Owned Intellectual Property that is Transferred Intellectual Property.

Section 3.9 Real Property. The representations and warranties contained in this Section 3.9 are the only representations and warranties contained in this Agreement that relate to real property.

(a) The Seller does not have any title interest in real property which is related to, used, useful or held for use in the conduct of the Business.

(b) Section 3.9(b) of the Seller Disclosure Schedule lists the street address and legal description where appropriate of each parcel of real property leased or subleased by the Seller as tenant or subtenant, as the case may be, which is used in or held for use in the conduct of the Business, and the identity of the lessee of each such parcel of Leased Real Property. The Seller has delivered to the Purchaser true and complete copies of the leases and subleases in effect at the date hereof (including all amendments thereto and assignments in respect thereof) relating to the Leased Real Property, and there has not been any sublease or assignment entered into by the Seller in respect of the leases and subleases relating to the Leased Real Property. Each lease and sublease in respect of the Leased Real Property is a valid lease or sublease, and the Seller has received no written notice of default. The security deposit required pursuant to each lease and sublease in respect of the Leased Real Property has not been drawn upon by the relevant landlord or sublandlord, as applicable, and no additional monies are required to bring the security deposits into compliance with respect to each such lease or sublease, as applicable. The Seller has not received notice of any pending condemnation proceeding or any threatened condemnation that

would preclude or impair the use of any Leased Real Property by the Business for the purposes for which it is currently used. The Seller has not received notice of the applicable Governmental Authority altering its zoning Laws so as to affect or potentially affect the Leased Real Property.

(c) The Leased Real Property constitutes all of the real property used in the conduct of the Business.

(d) The Seller has valid and binding leasehold interests in all of the Leased Real Property, free and clear of any Encumbrances, except, in each case, for Permitted Encumbrances or any Encumbrance under any lease to which the Leased Real Property is subject.

(e) No options or rights of first offer or rights of first refusal or similar rights or options have been granted by the Seller to any Person (other than the Purchaser) that are enforceable despite the continuation of the Chapter 11 Case to (i) lease or otherwise acquire any interest in any of the leases or subleases relating to the Leased Real Property.

Section 3.10 Employee Benefit Matters.

(a) Section 3.10(a) of the Seller Disclosure Schedule lists: (i) all material “employee benefit plans”, as defined in Section 3(3) of ERISA, and (ii) other material pension, welfare benefit, bonus, incentive compensation, deferred compensation, severance, vacation, paid time off, salary continuation, life insurance, or educational assistance plans, programs or agreements, in each case, with respect to which the Seller and its Subsidiaries have any obligation or liability, contingent or otherwise, with respect to current or former employees of the Seller and its Subsidiaries (the “Employee Plans”). All Employee Plans which are single employer plans or multiemployer plans and are subject to Title IV of ERISA or Section 412 of the Tax Code are separately identified on Section 3.10(a) of the Seller Disclosure Schedule (collectively, “Title IV Plans”).

(b) A summary description of each Employee Plan has been made available to the Purchaser. The following documents, if applicable, have been made available to the Purchaser: (i) the most recent trust agreement and all amendments thereto, (ii) the most recent Forms 5500, (iii) the most recent actuarial valuation and (iv) the most recent IRS determination letter.

(c) Each Employee Plan intended to qualify under Section 401 of the Tax Code has been determined by the IRS to be so qualified. To the Seller’s Knowledge, nothing has occurred with respect to the operation of any such plan which could reasonably be expected to result in the revocation of such favorable determination.

(d) Except by reason of the automatic stay under the Bankruptcy Code, each Employee Plan has been maintained, in all material respects, in accordance with its terms and applicable Law.

(e) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) result in any payment becoming due to any employee of the Seller or any of its Subsidiaries; (ii) increase any benefits otherwise payable under any Employee Plan; or (iii) result in the acceleration of the time of payment or vesting of any such

benefits.

Section 3.11 Taxes.

(a) The Seller has timely filed or caused to be timely filed with the appropriate taxing authorities (taking into account extensions to file Tax Returns) all material Tax Returns that are required to be filed with respect to the income or operations of the Business or the ownership of the Purchased Assets.

(b) All Taxes shown to be payable on such filed Tax Returns, and that are not being contested or disputed in good faith by the Seller or any member of the TECT Group, have been paid or reserved against in accordance with GAAP.

(c) The Seller is not a foreign person within the meaning of Section 1445 of the Tax Code and the Regulations thereunder.

Section 3.12 Material Contracts.

(a) Section 3.12(a) of the Seller Disclosure Schedule sets forth all Contracts to which the Seller is a party that are related to, or used in or held for use in, the Business (except for Contracts that are Excluded Assets, purchase orders for inventory and other goods and services purchased in the ordinary course of business or, in the case of clauses (i), (iv), (vi)-(x), (xiii) and (xiv) below, Contracts (other than Contracts concerning the Transferred Intellectual Property) that individually have a future liability not in excess of \$25,000 annually or \$50,000 during the term thereof, and other than Contracts that are cancelable by the Seller upon notice of not more than 60 days without penalty or cost) (such Contracts collectively, "Material Contracts", and each a "Material Contract"), including:

- i. Contracts for the purchase or sale of assets, products or services;
- ii. exclusive supply Contracts for the purchase of Inventory or other goods or services that are otherwise not generally available and that are used in connection with the Business;
- iii. Contracts pursuant to which the Seller grants to any Person the right to manufacture, design, market, distribute or resell any Business product, or to represent the Seller with respect to any such product, or act as agent for the Seller in connection with the marketing, distribution or sale of any Business product;
- iv. Contracts for the lease of tangible personal property;
- v. Contracts containing a covenant that restricts the Seller or any of its Affiliates from engaging in any line of business or competing with any Person;
- vi. Contracts providing for indemnification by the Seller, other than in connection with respect to standard terms and conditions of a Contract for the purchase or sale of assets, products or services in the ordinary course of business;

- vii. employment, consulting or independent contractor Contracts, other than unwritten at-will employment Contracts;
- viii. Contracts relating to a joint venture of the Business;
- ix. currency exchange, interest rate, commodity exchange or similar Contracts;
- x. Contracts for capital expenditures;
- xi. Contracts with any director, officer or employee of the Seller or any of its Subsidiaries (in each case, other than (A) employment agreements covered in clause (vii) above), (B) payments of compensation for employment to employees in connection with unwritten at-will employment Contracts and (C) participation in Employee Plans by employees;
- xii. Contracts or licenses of any patents, trademarks, trade names, service marks, copyrights or other Intellectual Property received from or granted to third parties;
- xiii. Contracts for radio, television newspaper or other media advertising; and
- xiv. Contracts not made in the ordinary course of business.

(b) Each Material Contract has been provided to Purchaser, and to Seller's Knowledge is in full force and effect. The Seller and, to the Seller's Knowledge, the counterparties thereto, are not in breach of, or default under, any Material Contract to which any of them is a party except for breaches or defaults that, upon entry or issuance of the Sale Order by the Bankruptcy Court, would not preclude the Seller from assigning such Material Contract to the Purchaser and that would be cured or rendered unenforceable in accordance with the Sale Order.

(c) Section 3.12(c) of the Seller Disclosure Schedules sets forth a list of purchase orders placed with vendors and that are outstanding as of the date of this Agreement, including amounts, and purchase orders placed by customers of the Company and accepted by the Company as of the date of this Agreement, including amounts. Section 3.12(c) of the Seller Disclosure Schedules shall be updated as of the Closing Date.

Section 3.13 Brokers. Except for the Seller Investment Banker, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Seller. The Seller is solely responsible for the fees and expenses of the Seller Investment Banker, which will be paid in accordance with the terms of the Sale Order.

Section 3.14 Insurance. Set forth in Section 3.14 of the Seller Disclosure Schedule is an accurate and complete list of each insurance policy and insurance arrangement that covers the Purchased Assets or the Assumed Liabilities (including self-insurance, but excluding insurance policies providing benefits under welfare plans and directors' and officers' insurance) (the

“Insurance Policies”). The Insurance Policies are in full force and effect, all premiums thereon have been paid, and the Seller is otherwise in compliance in all material respects with the terms and provisions of such policies. The Seller is not aware of any pending notice of cancellation or non-renewal of any such Insurance Policies nor, to the Seller’s Knowledge, has the termination of any such Insurance Policies been threatened.

Section 3.15 Permits. The Seller has made available to the Purchaser prior to the date hereof a true and complete copy of each of the Permits related to the Business or the Purchased Asset, which the failure to maintain or have would be likely to result in a Material Adverse Effect (the “Material Permits”). Each of the Material Permits is listed in Section 3.15 of the Seller Disclosure Schedule. The Seller has obtained and possess all Material Permits. Each such Material Permit is valid and in full force and effect and the Seller is in material compliance with all such Permits. Each such Material Permit is included in the Purchased Assets. To the Seller’s Knowledge, the consummation of the Transactions will not result in the revocation, cancellation or termination of, or any adverse amendment or modification to, any such Material Permit. Any applications for the renewal of any such Material Permit that are due prior to the Closing Date will be timely made or filed by the Seller prior to the Closing Date. No proceeding to modify, suspend, revoke, withdraw, terminate or otherwise limit any such Material Permit is pending or, to Seller’s Knowledge, threatened.

Section 3.16 Absence of Certain Changes. Except (a) as a result of the commencement of the Chapter 11 Case or (b) for any COVID-19 Action or any other reasonable actions taken, or omitted to be taken, in response to COVID-19 or any COVID-19 Measures since the Unaudited Business Balance Sheet Date, to the extent that such action was or is reasonable and necessary to protect the health and safety of individuals who are officers, directors, managers, employees or other service providers to the Business (or individuals who interact with any of the foregoing in connection with the Business) or otherwise to protect the business, operations, assets and financial condition of the Business, since the Unaudited Business Balance Sheet Date, the Business has not experienced any (i) damage, destruction or loss, whether covered by insurance or not, individually having a cost of \$100,000 or more; (ii) except as would not have a Material Adverse Effect, change in accounting methods or principles or any write-down, write up or revaluation of any of the Purchased Assets or Assumed Liabilities, in each case, except depreciation accounted for in the ordinary course of business and write-downs of inventory which reflect the lower of cost or market and, in each case, which are in the ordinary course of business and in accordance with GAAP; or (iii) sale, assignment, transfer, lease or license (other than a Permitted Encumbrance) of or on any of the Business’s tangible assets, except in the ordinary course of business, or agreement, whether orally or in writing, to do any of the foregoing in this subsection (iii).

Section 3.17 Labor Matters.

(a) None of the Seller nor any of its Subsidiaries are a party to any collective bargaining agreement.

(b) Except as set forth in Section 3.17(b) of the Seller Disclosure Schedule, as of the date hereof, there are no (i) strikes, work stoppages, work slowdowns or lockouts pending or, to the Seller’s Knowledge, threatened against or involving the Seller or any of its Subsidiaries, or (ii) unfair labor practice charges, grievances or complaints pending or, to the Seller’s

Knowledge, threatened by or on behalf of any employee or group of employees of Seller or any of its Subsidiaries.

Section 3.18 Assets. The Purchased Assets constitute all of the assets necessary for, or used in, the operation of the Business as presently conducted.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Seller as of the date hereof and as of the Closing Date (except for representations and warranties that are made as of a specific date, which are made only as of such date) as follows:

Section 4.1 Organization and Authority of the Purchaser. The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of Washington and has all necessary power and authority to enter into this Agreement and the Ancillary Agreements to which it is a party, to carry out its obligations hereunder and thereunder and to consummate the Transactions. The Purchaser is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the properties owned or leased by it or the operation of its business makes such licensing or qualification necessary, except to the extent that the failure to be so licensed, qualified or in good standing would not adversely affect the ability of the Purchaser to carry out its obligations under this Agreement and the Ancillary Agreements to which it is a party, and to consummate the Transactions. The execution and delivery by the Purchaser of this Agreement and the Ancillary Agreements to which it is a party, the performance by the Purchaser of its obligations hereunder and thereunder and the consummation by the Purchaser of the Transactions have been duly authorized by all requisite corporate action on the part of the Purchaser. This Agreement has been and, upon the Purchaser's execution, the Ancillary Agreements to which the Purchaser is a party shall have been duly executed and delivered by the Purchaser, and (assuming due authorization, execution and delivery by each of the Seller and the other parties thereto), subject to the approval of the Bankruptcy Court, this Agreement constitutes and, upon the Purchaser's execution, the Ancillary Agreements to which the Purchaser is a party shall constitute, legal, valid and binding obligations of the Purchaser, enforceable against the Purchaser in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally and subject to general principles of equity.

Section 4.2 No Conflict. Subject to obtaining the approval of the Bankruptcy Court, and assuming that all consents, approvals, authorizations and other actions described in Section 4.3 of the Purchaser Disclosure Schedule have been obtained, all filings and notifications described in Section 4.3 of the Purchaser Disclosure Schedule have been made and except as may result from any facts or circumstances relating solely to the Seller, the execution, delivery and performance by the Purchaser of this Agreement and the Ancillary Agreements to which the Purchaser is a party do not and will not: (a) violate, conflict with or result in the breach of any provision of the Organizational Documents of the Purchaser; (b) conflict with or violate any Law or Order applicable to the Purchaser or its assets, properties or businesses; or (c) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of

termination, amendment, acceleration, suspension, revocation or cancellation of, any note, bond, mortgage or indenture, contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which the Purchaser is a party, except, in the case of clauses (b) and (c), as would not materially and adversely affect the ability of the Purchaser to carry out its obligations under this Agreement and the Ancillary Agreements to which it is a party, and to consummate the Transactions.

Section 4.3 Governmental Consents and Approvals. The execution, delivery and performance by the Purchaser of this Agreement and each Ancillary Agreement to which the Purchaser is a party do not or, upon the entry by the Bankruptcy Court of the Sale Order as required by Section 8.1(d) and Section 8.2(e), will not require any consent, approval, authorization or other Order of, action by, filing with, or notification to, any Governmental Authority, except (i) as described in Section 4.3 of the Purchaser Disclosure Schedule and (ii) where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not prevent or materially delay the consummation by the Purchaser of the Transactions.

Section 4.4 Litigation. As of the date hereof, no Action by or against the Purchaser is pending or, to the Purchaser's knowledge, threatened, which would reasonably be expected to affect the legality, validity or enforceability of this Agreement, any Ancillary Agreement or the consummation of the Transactions.

Section 4.5 Brokers and Finders. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of the Purchaser.

Section 4.6 Financial Capability. The Purchaser (a) has and at the Closing will have sufficient funds (without giving effect to any unfunded debt financing regardless of whether any such financing is committed) available to pay the Purchase Price and any expenses incurred by the Purchaser in connection with the Transactions, (b) has and at the Closing will have the resources and capabilities (financial or otherwise) to perform its obligations hereunder and (c) has not incurred any obligation, commitment, restriction or Liability of any kind, which would impair or adversely affect such resources and capabilities.

Reserved.

ARTICLE V ADDITIONAL AGREEMENTS

Section 5.1 Assumption of Assigned Contracts; Designated Contracts.

(a) Subject to the second sentence of Section 5.1(d), at any time and from time to time on or before two Business Days prior to the Closing Date, the Purchaser may, by written notice to the Seller, elect to exclude from the Transactions and the Assigned Contracts any one or more of the Contracts that would otherwise be Purchased Assets and any one or more of the Permits. Any Contract or Permit designated in such a notice pursuant to the preceding sentence or designated as an "Excluded Contract" pursuant to the second sentence of Section 5.1(d) (each such designated Contract or Permit, an "Excluded Contract and Permit", and collectively, the

“Excluded Contracts and Permits”) shall no longer be an Assigned Contract or a Permit to be assigned to the Purchaser hereunder. There shall be no adjustment to the Purchase Price as a result of the Purchaser’s election to exclude any one or more of the Contracts or Permits from the Transactions pursuant to this Section 5.1(a), provided, however, neither the Purchaser nor Seller shall be obligated to pay the Determined Cure Costs for any such Contract that becomes an Excluded Contract.

(b) At the time of Closing, and subject to the approval of the Bankruptcy Court pursuant to the Sale Order or such other Order of the Bankruptcy Court and/or the consent of the applicable counterparties to the extent necessary to effect the assignment in any case, the Seller shall assume (to the extent required) and then assign to the Purchaser and the Purchaser shall assume from the Seller all the Assigned Contracts. At the Purchaser’s request, and at the Purchaser’s cost and expense, the Seller shall cooperate with the Purchaser as reasonably requested by the Purchaser (i) to allow the Purchaser to enter into an amendment with any Designated Contract upon assumption of such Designated Contract or a new Contract between the contract counterparty for a particular Designated Contract and the Purchaser or the Seller, as applicable, to replace such Designated Contract, and shall reasonably cooperate with the Purchaser to the extent reasonably requested with the Purchaser in negotiations with the counterparties thereof, or (ii) to otherwise amend any Designated Contract to the extent, in the case of (i) or (ii), such amendments or new Contract would not adversely affect the Seller or the other Debtors; provided that (x) the Seller shall not be required to enter into any such amendment or new Contract unless the effectiveness of such amendment shall not occur until, and shall be conditioned upon, the assignment of such Designated Contract to the Purchaser and such amendment or new Contract does not impose any incremental Liabilities on the Seller with respect to such Designated Contract, other than Assumed Liabilities or Liabilities of the Purchaser or its Affiliates that may arise only from and after the date of such assignment; (y) the Purchaser shall at all times conduct such negotiations only on behalf of itself and shall not purport to be acting on behalf of, or as an agent of, the Seller, and the Seller shall at all times conduct such negotiations only on behalf of itself and shall not purport to be acting on behalf of, or as an agent of, the Purchaser; and (z) each of the Purchaser and the Seller shall keep the other reasonably apprised of the status of negotiations with such counterparties and provide any relevant information or documentation reasonably requested by the Seller or the Purchaser, as applicable. If the Purchaser and the Seller agree prior to the bid deadline provided for in the Bidding Procedures Order, any Designated Contract may be added to the schedule of Assigned Contracts and assumed by the Seller and assigned by the Seller to the Purchaser as provided for in this Section 5.1.

(c) Subject to the terms of Section 2.4 (including the agreement of Purchaser and Seller to pay the Determined Cure Costs) and Section 5.1(a), the Seller shall make provision for the payment of the Specified Critical Vendor Cure Costs and the Critical Vendor Cure Costs and the Purchaser shall make provision for the Critical Vendor Cure Costs Shortfall and all other Determined Cure Costs for all Assigned Contracts that do not become an Excluded Contract in accordance with Section 5.1(a) hereof in accordance with the Sale Order and Section 2.4 and Section 2.7. The Seller shall use its commercially reasonable efforts, including the filing and prosecution of any and all appropriate proceedings in the Bankruptcy Court, to establish the Determined Cure Costs, if any, for each Assigned Contract, in accordance with the Seller’s books and records as of the Petition Date.

(d) The Seller shall have delivered to the Purchaser true and complete copies of the Material Contracts that are Assigned Contracts and Permits (including all amendments thereto and assignments thereof) that are being assigned to the Purchaser at the Closing or otherwise provided the Purchaser with access to such true and complete copies of such Assigned Contracts and such assigned Permits on or before the Closing Date. Notwithstanding any provision in this Agreement to the contrary, the Purchaser shall not be required to purchase, acquire or assume any Material Contract that is an Assigned Contract or any Material Permit (or any Liabilities thereunder) that will be assigned to the Purchaser hereunder at the Closing if a true and complete copy of which has not been made available by the Seller to the Purchaser in accordance with the preceding sentence, and the Purchaser may by written notice to the Seller no later than two Business Days prior to the Sale Hearing, elect to make any Contract or Permit an Excluded Contract and Permit. Notwithstanding any provision in this Agreement to the contrary, from and after the date hereof through the Closing Date, the Seller will not reject or take any action (or fail to take any action that would result in rejection by operation of law) to reject, repudiate or disclaim any Contract that solely relates to the Business without the prior written consent of the Purchaser.

Section 5.2 Conduct of Business Prior to the Closing.

(a) Reserved.

(b) The Seller covenants and agrees that, except (1) as described in Section 5.2(b) of the Seller Disclosure Schedule, (2) as required by Law or as a result of the Chapter 11 Case, (3) as otherwise expressly contemplated by this Agreement or (4) with the prior consent of the Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed and which consent shall be deemed to be given where the Seller notifies the Purchaser in writing that it intends to take any of the below actions and the Purchaser does not object to the Seller taking such action within five Business Days) between the date hereof and the Closing, the Seller shall not:

i. sell, lease, dispose or otherwise transfer or distribute any of the Purchased Assets, or any interest therein, other than the sale or use of Inventory made in the ordinary course of business;

ii. make any material changes to any method of accounting or accounting practice or policy used by the Seller as it relates to the Business, other than such changes required by GAAP;

iii. fail to exercise any rights of renewal with respect to any Leased Real Property that by its terms would otherwise expire;

iv. enter or agree to enter into any Material Contract which may be included in the Purchased Assets, or make or agree to make a material change or modification to any existing Material Contract included in the Purchased Assets, except for agreements relating to sale, purchase or use of Inventory from suppliers in the ordinary course of business;

v. enter into any Contract regarding the license, sublicense, agreement

or permission to use Intellectual Property, other than in the ordinary course of business;

vi. enter into any Contract for the sublease of any of the Leased Real Property;

vii. amend its Organizational Documents or take any other action if any such amendment or action would have an adverse effect on the ability of the Seller to consummate the Transactions or otherwise adversely affect the Business or the value, utility or transferability of the Purchased Assets;

viii. manage the current assets, current liabilities or operations of the Company in a manner materially different than the ordinary course of business consistent with past practice since March 1, 2021, with any such management of the Business being in material compliance with the prohibitions and restrictions under the DIP Credit Agreement and the approved DIP Credit Agreement cash flow budget;

ix. alter the Company's standard procedures for placing and accepting purchase orders in the ordinary course of business;

x. acquire any entity or all or substantially all of the assets of any entity or make any other investment outside the ordinary course of business;

xi. other than the extension of credit to customers or advances to employees in the ordinary course of business, make any loan, guaranty or other extension of credit to any Person or enter into any commitment to make any loan, advance, guaranty or other extension or credit;

xii. make or modify any material Tax election;

xiii. declare, issue, make or pay any dividend or other distribution of assets, whether consisting of money, other personal property, real property or other thing of value, to holders of its equity interests;

xiv. enter into, amend or modify any transaction or Contract with any Affiliate, director, officer, manager or employee of the Seller except in the case of employees pursuant to written Contracts existing as of the date hereof and made available to the Purchaser; provided that in no event shall the Seller take any action that will increase the liability of the Purchaser under Article VI; or

xv. take any other action that would require Bankruptcy Court approval unless such approval is obtained.

(c) Notwithstanding anything to the contrary contained in this Agreement, nothing herein will prevent the Seller from taking or failing to take any action, including the establishment of any policy, procedure or protocol, in response to COVID-19 or any COVID-19 Measures and (i) no such actions or failure to take such actions will be deemed to violate or breach this Agreement in any way, (ii) all such actions or failure to take such actions will be deemed to constitute an action taken in the ordinary course of business and (iii) no such actions or failure to

take such actions will serve as a basis for the Purchaser to terminate this Agreement or assert that any of the conditions to the Closing contained herein have not been satisfied to the extent that such action was or is reasonable and necessary to protect the health and safety of individuals who are officers, directors, managers, employees or other service providers to the Business (or individuals who interact with any of the foregoing in connection with the Business) or otherwise to protect the business, operations, assets and financial condition of the Business.

Section 5.3 Access to Information. From the date hereof until the earlier of two Business Days prior to the Sale Hearing or the termination of this Agreement, and subject to any confidentiality obligations to which the Seller may be bound, upon reasonable notice, the Seller shall, and shall cause its Representatives to: (a) afford the Purchaser and its Affiliates and their respective authorized Representatives reasonable access to the offices, properties and books and records of the Seller to the extent relating to the Business, the Purchased Assets or the Assumed Liabilities, including, without limitation, to the extent permitted by applicable Law, access to the employment status and terms of Transferred Employees, access (upon reasonable advance notice) to Seller's facilities in order for Purchaser and its Representatives to conduct a cycle count inventory, and, if consented to in writing by the DIP Lender, a physical count of the inventory of the Seller, access (upon reasonable advance notice) to Seller's Enterprise Resource Planning ("ERP") system from Epicor System and underlying data, access (upon reasonable advance notice and subject to landlord's authorization) to Seller's facilities in order to conduct a Phase 1 or Phase 2 environmental site assessment authorized by Everett Landlord, ongoing access to information regarding the Company's inventory, accounts payable, accounts receivable, purchase orders placed with vendors, purchase orders placed by customers with the Company, and other pertinent current information regarding the Company's operations and financial performance; and (b) furnish to the respective authorized Representatives of the Purchaser and its Affiliates such additional financial and operating data and other information regarding the Business, the Purchased Assets and the Assumed Liabilities (or copies thereof) as the Purchaser may from time to time reasonably request, including furnishing of responses or information to respond to an environmental questionnaire requested by the Purchaser's environmental consultant engaged for this Transaction, and including periodic updates upon Purchaser's request to Section 3.12(c) of the Seller Disclosure Schedules which lists open purchase orders with respect to both customers and vendors; provided, however, that any such access or furnishing of information shall be (i) conditioned upon the party receiving such access or information entering into a confidentiality agreement with the Seller containing terms reasonably acceptable to the Seller, (ii) conducted during normal business hours, under the supervision of the Seller's personnel and in such a manner as not to interfere with the normal operations of the Business, and (iii) if requested by Seller, a customary site access and indemnity agreement relating to Purchaser's access to the Leased Real Property. In addition, subject to any confidentiality restrictions which apply to the Seller, Seller shall use commercially reasonable efforts to consult in good faith from time to time with the Representatives of the Purchaser to report material operational developments and the general status of ongoing operations of the Business, including any Material Adverse Effect.

Section 5.4 Regulatory and Other Authorizations; Notices and Consents.

(a) Regulatory Filings. The Purchaser and the Seller shall each use their commercially reasonable efforts to promptly obtain all waivers, authorizations, notices to proceed,

consents, orders and approvals of all Governmental Authorities, officials and other Persons, make all required filings, applications and petitions with, and give all required notices to, the applicable Governmental Authorities and other Persons that may be or become necessary for its execution and delivery of, and the performance of its obligations pursuant to, this Agreement and the Ancillary Agreements and will cooperate fully with the other parties in promptly seeking to obtain all such waivers, authorizations, consents, orders, notices to proceed and approvals. If the Transactions require the Consent of The Committee on Foreign Investment in the United States (“CFIUS”), Purchaser, at its sole cost and expense shall be responsible with obtaining such Consent, provided that Seller shall cooperate with Purchaser in its efforts to obtain such Consent. Purchaser shall undertake such efforts with respect to CFIUS promptly following the date of this Agreement, and in any event exert best efforts to submit its initial declaration with CFIUS within 10 days after the date of this Agreement.

(b) Permits. Commencing on the date that the Sale Order has been approved by the Bankruptcy Court, the Seller shall cooperate in good faith with the Purchaser, in connection with the Purchaser’s steps taken, including the filing of any required applications with Governmental Authorities, as may be necessary (i) to effect the transfer of the Permits to the Purchaser on or as soon as practicable after the Closing Date, to the extent such transfer is permissible under applicable Law, and (ii) to enable the Purchaser to obtain, on or as soon as practicable after the Closing Date, any additional licenses, permits, approvals, consents, certificates, registrations, and authorizations (whether governmental, regulatory, or otherwise) as may be necessary for the lawful operation of the Business from and after the Closing Date.

(c) Required Contract Consents. Purchaser and Seller shall use commercially reasonable efforts to obtain all necessary Consents to transfer the Assigned Contracts that are to be transferred to the Purchaser pursuant to this Agreement. The obligation to use commercially reasonable efforts shall not require any payment of money or other consideration by the Seller other than the Specified Critical Vendor Cure Costs or the Critical Vendor Cure Costs unless the Purchaser requests that the Seller make such a payment or provide such other consideration and the Purchaser agrees to pay the Seller or provide such other consideration in advance for such payment and any associated costs. Complying with Section 5.1 of this Agreement and the entry of the Sale Order that authorizes the assumption and assignment of the Assigned Contracts (that do not become Excluded Contracts under this Agreement) shall satisfy Seller’s obligations under this Section 5.4(c).

Section 5.5 Reserved.

Section 5.6 Environmental Related Actions.

(a) Compliance with Transfer Requirements. Purchaser shall, at its own cost and expense, be responsible for complying with the notice and transfer requirements of any Environmental Laws regarding the transfer of the Leased Real Property in compliance with, and within the time required under, Environmental Laws.

(b) Phase 1 Environmental Site Assessment. Subject to the approval of the landlord of the Leased Real Property that is leased pursuant to an Assigned Contract, Purchaser may conduct a Phase 1 and/or Phase 2 Environmental Site Assessment with respect to the Leased

Real Property.

Section 5.7 ERP System and Stony Point Affiliate Agreements. Purchaser shall use commercially reasonable efforts (a) (i) to obtain a substitute ERP license from Epicor, or similar service provider, and to transfer the applicable ERP data currently held on servers operated by OSS LLC to Purchaser's own servers in order to replace the ERP services being provided to Seller by Epicor by and through that certain Amended and Restated Support Services Agreement, dated June 27, 2017, between OSS LLC (as Office Support Services, Inc.'s assignee) and TECT Aerospace Holdings, LLC and certain of its subsidiaries, or (ii) to enter into the New Services Agreement by the date that the Bankruptcy Court enters the Bidding Procedures Order, and (b) to enter into the Everett Real Property Lease Amendment by the date that the Bankruptcy Court enters the Bidding Procedures Order.

Section 5.8 Further Action.

(a) Until the earlier of (i) a plan of liquidation or reorganization is confirmed in the Chapter 11 Case, (ii) the dismissal of the Chapter 11 Case or (iii) conversion of the Chapter 11 Case to an Action under Chapter 7 of the Bankruptcy Code, each party hereto shall use its commercially reasonable efforts to take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement and consummate and make effective the Transactions, including using its commercially reasonable efforts to defend any lawsuits or other legal proceedings, whether judicial or administrative, whether brought derivatively or on behalf of third parties (including any Governmental Authority), challenging this Agreement. In case at any time after the Closing Date any further action is reasonably necessary to carry out the purposes of this Agreement, the Seller and the Purchaser shall take all such necessary action.

(b) From and after the Closing, if Purchaser or any Seller identifies, as applicable, (i) any asset held by such Seller or any Affiliate that is a Purchased Asset hereunder or (ii) any asset held by Purchaser or any of its Affiliates that is an Excluded Asset hereunder (in each case, a "Wrong Pocket Asset"), such Party shall promptly notify the other Party. As soon as reasonably practicable following receipt of such notification, (A) if the Wrong Pocket Asset is a Purchased Asset and is held by such Seller, then such Seller will transfer, or procure the transfer of, and Purchaser (or any Affiliate of Purchaser to be designated by Purchaser) will accept the transfer of, the applicable Wrong Pocket Asset to Purchaser (or such Affiliate of Purchaser), and (B) if the Wrong Pocket Asset is an Excluded Asset and is held by Purchaser or any of its Affiliates, then Purchaser or such Affiliate of Purchaser will transfer, or procure the transfer of, and such Seller will accept the transfer of, the applicable Wrong Pocket Asset to such Seller, in each case, for no additional consideration.

Section 5.9 Cooperation and Exchange of Information – Tax Documents.

(a) After the Closing, the parties hereto will provide the other parties (at no charge) with such cooperation and information as may be reasonably requested in preparing or finalizing any financial statements or accounting records or filing any Tax Return, amended Tax Return or claim for refund, determining any liability for Taxes or a right to a refund of Taxes or

participating in or conducting any audit or other proceeding in respect of Taxes relating to the Purchased Assets or the Business. Such cooperation and information shall include providing reasonable access to accounting systems and records and providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules and related work papers and documents relating to rulings or other determinations by taxing authorities. Each of the parties will make themselves (and their respective Representatives) reasonably available, on a mutually convenient basis, to provide explanations of any documents or information provided under this Section 5.9(a) and to provide reasonable assistance with the preparation or finalization of any financial statements or accounting records. Seller may utilize relevant employees of the Purchaser for this purpose or any other purposes contemplated under Section 5.12 at no charge to the Seller's bankruptcy estate. Except as otherwise provided for herein, each of the parties will retain all Tax Returns, schedules and work papers and all material records or other documents in its possession (or in the possession of its controlled Affiliates) relating to Tax matters relevant to the Purchased Assets or the Business for the taxable period first ending after the Closing and for all prior taxable periods (the "Tax Documents") until the expiration of the statute of limitations of the taxable periods to which such Tax Returns and other documents relate, without regard to extensions. After such time or at any other time when the parties want to dispose the Tax Documents, before any of the parties shall dispose of any such documents in its possession (or in the possession of its controlled Affiliates), the other party shall be given the opportunity for 90 consecutive days after receiving written notice from the party seeking to dispose of such documents, to remove and retain all or any part of such documents as such other party may select (at such other party's expense). In the event that the Seller is liquidated or otherwise ceases to be a going concern prior to the expiration of the period described in the second preceding sentence and the Seller's Tax Documents are not retained by any of the Seller's controlled Affiliates, the Seller shall offer the Purchaser the opportunity described in the preceding sentence (with 90 days' prior written notice or such shorter period of notice as may be practicable) to remove and retain Tax Documents (at the Purchaser's expense) and the Seller may then dispose of any such documents not removed by the Purchaser. If it is not practical to give the other party the right to retain Tax Documents, the other party may instead be given a reasonable opportunity to make copies, at its own expense of such Tax Documents. Any information obtained under this Section 5.9(a) shall be kept confidential, except as may be otherwise required in connection with the filing of Tax Returns or claims for refund or in conducting an audit or other proceeding.

(b) The Seller shall not take any actions (including filing any Tax Return or amended Tax Return, responding to any audit or inquiry by a taxing authority, or settling or compromising any controversy with a taxing authority) which the Seller has been informed could materially affect the Tax Liability of the Purchaser without the prior written consent of the Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed, provided that this Section 5.9(b) shall not apply to income Taxes or Tax Returns in respect thereof.

Section 5.10 Conveyance Taxes. In the event that any Conveyance Taxes (as may be reduced or eliminated pursuant to Section 1146(b) of the Bankruptcy Code and/or the Sale Order entered by the Bankruptcy Court) are assessed on the transfer of the Purchased Assets to the Purchaser, other than any gross receipts tax assessed against Seller under applicable Law which shall be Seller's responsibility (if any), the Purchaser shall pay such Conveyance Taxes and complete and file all returns associated therewith.

Section 5.11 Nondisclosure. For the period from the date hereof (a) in the case of the Purchaser, until Closing and (b) in the case of the Seller, indefinitely, no such Person shall disclose to the public or to any third party any material non-public information concerning or relating to the other parties hereto, other than with the express prior written consent of such other parties, except as may be required by applicable Law or the Bankruptcy Court, in which event the contents of any proposed disclosure shall be discussed with such other parties before release; provided, however, that notwithstanding anything to the contrary contained in this Agreement, any party hereto may disclose such information (i) to any of its stockholders, members, Affiliates, agents, Representatives and existing and potential financing sources who need to know such information for the sole purpose of evaluating, negotiating or implementing the Transactions, (ii) where such disclosure is required under any applicable Law or (iii) in the case of the Seller, to (A) the DIP Lenders, (B) the statutory committee of unsecured creditors appointed by the Bankruptcy Court in respect of the Chapter 11 Case (the “Creditors’ Committee”), (C) the Representatives of the DIP Lenders or the Creditors’ Committee, or (D) to comply with the terms of this Agreement.

Section 5.12 Parties’ Access to Records After Closing. The Seller acknowledges that all customer lists, records and other information pertaining to the Seller, the Business or its customers that are included in the Purchased Assets are proprietary, confidential information and that on and after the Closing, all such lists, records and information shall be the property of the Purchaser. Each of the parties hereto agrees to preserve until December 31, 2022, or the expiration of the applicable statute of limitations for documents necessary to prepare Tax returns, all records in its possession relating to any of the Purchased Assets, Assumed Liabilities or the Business for all time periods hereof ended on or prior to the Closing Date or relating to the transactions contemplated herein. In the event that any party hereto needs and requests access to such records in the possession of any other party hereto relating to any of the Purchased Assets, the Assumed Liabilities, the Business or the Transactions or any of the Transferred Employees for the purpose of (a) preparing income Tax returns, (b) for complying with any audit request, subpoena or other investigative demand by any Governmental Authority or any other Action (including any Action in the Chapter 11 Case, (c) for any Action, including any testimony related thereto, (d) the administration, resolution and wind-down of the Chapter 11 Case (or any Action under Chapter 7 of the Bankruptcy Code if the Chapter 11 Case is converted to an Action under Chapter 7 of the Bankruptcy Code), the Seller or its Affiliates estates, (e) the dissolution and wind-up of the Seller or its Affiliates business and affairs under applicable state law, and (f) any other legitimate purpose not injurious to such other party, such other party will allow such requesting party and its authorized Representatives and agents reasonable access to such records and to that party’s Representatives at no charge during normal business hours at such other party’s place of business for the sole purpose of obtaining information for use as aforesaid and will permit such requesting party to make extracts and copies thereof as may be necessary or convenient and, if required for such purpose, to have access to and copies of original documents (at such requesting party’s expense). Notwithstanding the forgoing, the Seller may dispose of all documents or records in compliance with the notice requirements and disposal procedures provided for in Section 5.9 for the Tax Documents.

Section 5.13 Customers and Suppliers. Except for The Boeing Company, for which the restrictions and procedures on meetings, conferences or other communication set forth in this section do not apply, from the date hereof through the date of the Sale Hearing, the Seller, through

the Seller's Restructuring Advisor shall, promptly following the request thereof by the Purchaser, use its commercially reasonable efforts to arrange such meetings and telephone conferences with all material customers and suppliers of the Business as may be necessary and appropriate for the Purchaser to conduct a comprehensive review of the Business's relations with its customers and suppliers. Any such request shall be made by the Purchaser through Seller's Restructuring Advisor, and a Representative of the Seller's Restructuring Advisor shall be included on all correspondence (including emails) and other communications between the Purchaser and Seller's customers and suppliers. Seller's Restructuring Advisor and Seller, shall be invited to and may listen and/or observe any such meetings and telephone conferences. If any correspondence or communication is made by the Seller's customers and suppliers to the Purchaser prior to the Closing Date, the Purchaser shall promptly forward such correspondence to Seller's Restructuring Advisor or alert Seller's Restructuring Advisor of such communication.

Section 5.14 Post-Closing License. Seller hereby grants Purchaser an non-exclusive, royalty-free, non-transferable right and license to use the name "TECT Aerospace" and any variants (the "**Trade Name**") in connection with the operation of the Business. This license shall become null and void three (3) months after the date hereof. Notwithstanding the foregoing, Purchaser acknowledges and agrees that Seller has the right to use, from and after the Closing, the Trade Name for the purposes of administering the Chapter 11 Case and its business operations after the Closing, including operating the Kansas Business, issuing checks and other drafts, filing of tax returns and other governmental filings, and winding up and dissolving the Seller's after the Closing Date.

Section 5.15 COBRA Matters. Purchaser shall use commercially reasonable efforts to provide to all qualified beneficiaries (as defined in Section 4980B(g)(1)(D) of the Tax Code) who have lost coverage under the Seller's health benefit plans as a result of the "qualifying event" defined in Section 4980B(f)(3)(F) of the Tax Code, the right to receive continued health benefit coverage under the Purchaser's health benefit plans pursuant to Section 4980B of the Tax Code, and to provide a notice of such right within five (5) Business Days after the Closing Date, to provide such qualified beneficiaries notice of such right. If the Purchaser provides such notice, the Purchaser shall provide the Seller evidence that such notice has been provided in a form that is reasonably satisfactory to the Seller.

Section 5.16 Condition of the Business. The Seller hereby disclaims any and all representations and warranties, whether express or implied, other than Seller's representations and warranties expressly given by Seller under ARTICLE III hereof (as modified by the Seller Disclosure Schedule). The Purchaser acknowledges and agrees that the Seller is not making any representations or warranties whatsoever, express or implied, beyond those expressly given by the Seller in ARTICLE III hereof (as modified by the Seller Disclosure Schedule) and in deciding to enter into this Agreement and consummate the Transactions, Purchaser is not relying on any representations or warranties of Seller, its Affiliates or Representatives other than such representations or warranties made by Seller in ARTICLE III of this Agreement. The Purchaser further represents that none of the Seller, any of its Affiliates or any other Person shall be deemed to have made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the Seller or any of its Affiliates, the Business or the transactions contemplated by this Agreement not expressly set forth in this Agreement, and none

of the Seller, any of its Affiliates or any other Person will have or be subject to any liability to the Purchaser or any other Person resulting from the distribution to the Purchaser or any of its Representatives or the Purchaser's use of, any such information, including any confidential memoranda distributed on behalf of the Seller relating to the Business or other publications, projections or data room information provided to the Purchaser or its Representatives, or any other document or information in any form provided to the Purchaser or its representatives in connection with the sale of the Business and the transactions contemplated hereby. The Purchaser acknowledges that it has conducted to its satisfaction, its own independent investigation of the Business and, in making the determination to proceed with the transactions contemplated by this Agreement, the Purchaser has relied on the results of its own independent investigation. In connection with such investigation, the Purchaser and its Representatives and Affiliates have received from or on behalf of the Seller and its Representatives and Affiliates certain estimates, budgets, forecasts, plans, capital improvement plans and financial projections ("Forward-Looking Statements"), and the Purchaser acknowledges that (a) there are uncertainties inherent in making Forward-Looking Statements and (b) it is familiar with such uncertainties and it is taking full responsibility for making its own evaluation of the adequacy and accuracy of all Forward-Looking Statements so furnished to it and its Representatives and Affiliates (including the reasonableness of the assumptions underlying any Forward-Looking Statements where such assumptions are explicitly disclosed). None of Seller, any of its Affiliates or any other Person is making any representation or warranty with respect to, or will have or be subject to any liability to the Purchaser or any other Person resulting from, the distribution to Purchaser, or its use of, any Forward-Looking Statements.

Section 5.17 Release of Encumbrances. To the extent that the Sale Order authorizes the Seller to file, execute, deliver and/or file Uniform Commercial Code termination statements, lien releases, discharges, financing change statements and such other documents, notices or instruments absent the consent of the holder of a Encumbrance, upon the written request of the Purchaser received by Seller no later than five (5) Business Days before the Closing Date, the Seller shall execute, deliver and/or file or authorize the Purchaser to file such termination statements, lien releases, discharges, financing change statements or other documents, notices or other instruments as the Purchaser may reasonably deem necessary to release Encumbrances (other than Permitted Encumbrances) on the Purchased Assets, to the extent it is authorized to do so absent the consent of the holder of the Encumbrance.

Section 5.18 Transition Services Agreement; Software and Software Licenses. The parties shall, in good faith, exert commercially reasonable efforts to ensure that all of the software, licenses and permits identified in Schedule 5.19 are made available to Purchaser after Closing at the same levels as are used by Seller in the conduct of the Business prior to Closing, and to the extent necessary for Purchaser to conduct the Business in the same manner as conducted by Seller prior to Closing, whether through the Transition Services Agreement (and amendments thereto), assignment of software licenses from Seller to Purchaser, cooperation with OSS LLC with regard to the New Services Agreement, migration of the Company's data, or otherwise. In furtherance of the forgoing, Purchaser and Seller shall use commercially reasonable efforts to update and amend the form of Transition Service Agreement and the disclosure schedules with respect to Transferred Intellectual Property by the date the Bidding Procedures Order is entered into by the Bankruptcy Court.

ARTICLE VI EMPLOYEE MATTERS

Section 6.1 Employment.

(a) Transferred Employees. Prior to the Closing, the Purchaser shall deliver, in writing, an offer to extend continued employment to all of the Business Employees who remain employed immediately prior to the Closing by the Seller or any other member of the TECT Group in the Business, to commence immediately following the Closing; provided that any offer of employment shall be contingent on the Closing actually occurring. Such individuals who accept such offer by the Closing Date are hereinafter referred to as the “Transferred Employees.” Notwithstanding any other provision contained in this Agreement, (i) the Purchaser shall not make an offer of employment (whether for continued employment or otherwise) to any of the Excluded Business Employees and Purchaser shall be responsible for, and shall indemnify and hold harmless each Seller and its Affiliates from and against, and shall pay for or reimburse Seller and its Affiliates for, any Liabilities, losses, or claims arising out of the Purchaser’s breach of its express obligations to offer employment to Business Employees in accordance with the provisions of this Section 6.1(a).

(b) Wage Reporting – Alternate Procedure. Purchaser and Seller agree to utilize, the alternate procedure set forth in Revenue Procedure 2004-53, 2004-2 CB 32, with respect to wage reporting for Transferred Employees.

Section 6.2 Employee Benefits.

(a) Benefits. Purchaser shall provide or cause to be provided following the Closing Date to each of the Transferred Employees, compensation (including salary, wages and opportunities for commissions, overtime and premium pay) and employee benefits that are commensurate with those provided to similarly situated employees of Purchaser.

(b) Employee Plans. Except as provided for in Section 6.2(e), the Purchaser will not assume any Liabilities under any Employee Plan, nor will Purchaser assume any Liabilities of Seller with respect to any employees, including any Transferred Employees.

(c) Past Service Credit. For purposes of eligibility, vesting and for calculating of vacation benefits (but not for benefit accrual purposes generally) under the employee benefit plans of the Purchaser providing benefits to Transferred Employees (other than any equity-based plans or nonqualified deferred compensation plans or arrangements) (the “Purchaser Plans”), the Purchaser shall, without duplication of benefits, offer to Transferred Employees such Purchaser Plans taking into account and providing to such Transferred Employees credit for its employment period at the Seller or other member of the TECT Group.

(d) Medical and LTD. The Purchaser shall provide Transferred Employees with benefits coverage as of the Closing Date with respect to group medical benefits and long-term disability insurance in accordance with Purchaser’s ordinary past practices.

(e) Accrued Wages and Vacation. Subject to the Purchaser’s indemnification

obligations under Section 6.1(a), the Seller shall be responsible for all Liabilities with respect to any Business Employee that is not a Transferred Employees attributable to their accrued and unpaid salary or wages as of the Closing Date, and accrued and unpaid paid time off including sick leave and accrued vacation, and shall ensure that all such accrued and unpaid salary, wages or paid time off are paid to such Business Employees that are not Transferred Employees through the Closing Date. The Purchaser shall be responsible for all Liabilities with respect to any Transferred Employees attributable to their accrued and unpaid paid time off including sick leave and accrued vacation through the Closing Date. For the avoidance of doubt, except as otherwise provided below this Section 6.2(e), Purchaser will permit Transferred Employees to begin their tenure at Purchaser with accrued sick leave and accrued vacation in the same amounts as they have with Seller as of immediately prior to Closing. At the Closing, such accrued sick leave and accrued vacation shall be automatically extinguished with Seller as of Closing with no further obligation on the part of Seller with respect thereto. If, however, Seller is required by applicable Law to pay out to Transferred Employees in cash accrued sick leave and accrued vacation as of Closing, as a result of the consummation of the Transactions, so as to avoid duplication of benefits, Purchaser shall have no obligation under this Agreement to have such Transferred Employees begin their tenure at Purchaser with accrued sick leave and accrued vacation as provided above.

(f) Nothing contained in this Section 6.2 or elsewhere in this Agreement shall be construed to prevent the termination of employment of any individual Transferred Employee or any change in the employee benefits available to any individual Transferred Employee (i) shall be construed to establish, amend or modify any benefit or compensation plan, program, agreement or arrangement, (ii) shall limit the ability of the Purchaser or any of its Affiliates to amend, modify or terminate any benefit or compensation plan, program, agreement or arrangement at any time assumed, established, sponsored or maintained by any of them or (iii) create any third-party beneficiary rights or obligations in any Person (including any Transferred Employee) other than the parties to this Agreement or any right to employment or continued employment or to a particular term or condition of employment with Purchaser or any of its Affiliates.

ARTICLE VII BANKRUPTCY COURT MATTERS

Section 7.1 Submission for Bankruptcy Court Approval.

(a) All of the parties shall use their respective commercially reasonable efforts to hold the Sale Hearing no later than June 22, 2021 and to have the Sale Order entered no later than three days after the conclusion of the Sale Hearing. Seller shall use commercially reasonable efforts to have the Sale Order provide authorization for the Seller or the Purchaser to execute, deliver and/or file Uniform Commercial Code, lien releases, discharges, financing change statements and such other documents, notices or instruments as the Purchaser may reasonably deem necessary to release all Encumbrances, except for Permitted Encumbrances, against the Purchased Assets. The Purchaser agrees that it will promptly take such actions as are reasonably requested by the Seller to assist in obtaining entry of such orders, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by the Purchaser under this Agreement and demonstrating that the Purchaser is a “good faith” purchaser under Section 363(m) of the Bankruptcy Code. The Seller shall give notice under the Bankruptcy Code of the request for the

relief specified in the Sale Motion to all Persons entitled to such notice, including all Persons that have asserted Encumbrances in the Purchased Assets and all non-debtor parties to the Assigned Contracts, and other appropriate notice, including such additional notice as the Bankruptcy Court shall direct or as the Purchaser may reasonably request, and provide appropriate opportunity for hearing, to all parties entitled thereto, of all motions, orders, hearings, or other proceedings in the Bankruptcy Court relating to this Agreement or the Transactions. The Seller shall be responsible for making all appropriate filings relating thereto with the Bankruptcy Court, which filings shall be submitted, to the extent practicable, to the Purchaser prior to its filing with the Bankruptcy Court for the Purchaser's prior review.

(b) A list of the Assigned Contracts shall be filed as an exhibit to the Sale Motion or otherwise filed with the Bankruptcy Court as advised by the Seller's legal counsel in the Chapter 11 Case, and shall be described in sufficient detail to provide adequate notice to the non-debtor parties to such Contracts. To the extent a Contract previously designated as an Assigned Contract becomes an Excluded Contract pursuant to Section 5.1(a), the Seller shall remove such Contract from the list of Assigned Contracts filed with the Bankruptcy Court in accordance with any applicable Order of the Bankruptcy Court. Such list of Assigned Contracts shall set forth the Determined Cure Costs under each Assigned Contract shown thereon, as reasonably determined in good faith by the Seller. In cases in which the Seller is unable to establish that a payment default exists for an Assigned Contract, the Determined Cure Costs for such Assigned Contract shall be set at \$0.00.

(c) The Seller and the Purchaser shall consult with one another regarding pleadings which any of them intends to file with the Bankruptcy Court in connection with, or which might reasonably affect the Bankruptcy Court's approval of, as applicable, the Bidding Procedures Order or the Sale Order. The Seller shall promptly provide the Purchaser and its counsel with copies of all notices, filings and orders of the Bankruptcy Court that the Seller has in its possession (or receive) pertaining to the motion for approval of the Bidding Procedures Order or the Sale Order or any other Order related to any of the Transactions, but only to the extent such papers are not publicly available on the Bankruptcy Court's docket or otherwise made available to the Purchaser and its counsel.

(d) If the Bidding Procedures Order, the Sale Order or any other Orders of the Bankruptcy Court relating to this Agreement or the Transactions shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to the Bidding Procedures Order, the Sale Order or other such Order), subject to rights otherwise arising from this Agreement, the Seller and the Purchaser shall use their commercially reasonable efforts (i) to prosecute such appeal, petition or motion and (ii) to obtain an expedited resolution of any such appeal, petition or motion.

Section 7.2 Overbid Procedures; Adequate Assurance.

(a) The Seller and the Purchaser acknowledge that this Agreement and the sale of the Purchased Assets are subject to higher or better bids and Bankruptcy Court approval. The Purchaser and the Seller acknowledge that the Seller must take reasonable steps to demonstrate that it has sought to obtain the highest or otherwise better bid for the Purchased Assets, including

giving notice thereof to the creditors of the Seller and other interested parties, providing information about the Seller's business to prospective bidders, entertaining higher or better offers from such prospective bidders, and, in the event that additional qualified prospective bidders desire to bid for the Purchased Assets, conducting an auction (the "Auction").

(b) The bidding procedures to be employed with respect to this Agreement and any Auction shall be those reflected in the Bidding Procedures Order. The Purchaser agrees to be bound by and accept the terms and conditions of the Bidding Procedures Order as approved by the Bankruptcy Court. The Purchaser agrees and acknowledges that the Seller and its Affiliates and Representatives are and may continue soliciting inquiries, proposals or offers for the Purchased Assets in connection with any alternative transaction pursuant to the terms of the Bidding Procedures Order and agrees and acknowledges that the bidding procedures contained in the Bidding Procedures Order may be supplemented by other customary procedures not inconsistent with the matters otherwise set forth therein and the terms of this Agreement.

(c) If an Auction is conducted, and the Purchaser is not the prevailing bidder at the Auction but is the next highest or otherwise best bidder at the Auction, the Purchaser shall serve as a back-up bidder (the "Back-up Bidder") and keep the Purchaser's bid to consummate the Transactions on the terms and conditions set forth in this Agreement (as the same may be improved upon in the Auction) open and irrevocable, notwithstanding any right of the Purchaser to otherwise terminate this Agreement pursuant to ARTICLE IX hereof, until the earlier of (i) 5:00 p.m. Eastern time on August 1, 2021 (the "Outside Back-up Date") or (ii) the date of the consummation of a Third-Party Sale. Following the Sale Hearing and prior to the Outside Back-up Date, if the prevailing bidder in the Auction fails to consummate the Third-Party Sale as a result of a breach or failure to perform on the part of such prevailing bidder and the purchase agreement with such prevailing bidder is terminated, the Back-up Bidder (as the next highest bidder at the Auction) will be deemed to have the new prevailing bid, and the Seller will be authorized, without further order of the Bankruptcy Court, to consummate the Transactions on the terms and conditions set forth in this Agreement (as the same may be improved upon in the Auction) with the Back-up Bidder so long as the Purchaser has not previously terminated this Agreement in accordance with its terms.

(d) The Purchaser shall provide adequate assurance as required under the Bankruptcy Code of the future performance by the Purchaser of each Assigned Contract. The Purchaser agrees that it will, and will cause its Affiliates to, reasonably cooperate with the Seller to obtain a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assigned Contracts, including furnishing affidavits, non-confidential financial information and other non-confidential documents or information for filing with the Bankruptcy Court and making the Purchaser's Representatives available to testify before the Bankruptcy Court upon reasonable prior notice.

(e) The Seller and the Purchaser agree, and the motion to approve the Bidding Procedures Order shall reflect the fact, that the provisions of this Agreement, including this Section 7.2 and Section 7.3, are reasonable, were a material inducement to the Purchaser to enter into this Agreement and are designed to achieve the highest and best price for the Purchased Assets.

Section 7.3 Termination Fee.

(a) If (i) (x) an Auction takes place and the Purchaser is not identified as the Successful Bidder, (y) at the time the Successful Bidder is identified, the Purchaser is not in material breach of this Agreement such that the conditions in Section 8.1(a) would not then be satisfied, and (z) a sale of all or substantially all of the Purchased Assets to a Person (a “Third-Party”) other than the Purchaser or an Affiliate of the Purchaser (a “Third-Party Sale”) is consummated and such Third-Party Sale is to a Successful Bidder at the Auction, the Purchaser will be entitled to receive, without further order of the Bankruptcy Court, from the proceeds of such Third-Party Sale (A) an amount in cash equal to \$500,000 (the “Termination Fee”) plus (B) the amount of the Purchaser’s reasonable documented out-of-pocket expenses (including expenses of outside counsel, accountants and financial advisers) incurred in connection with the Purchaser’s evaluation, consideration and negotiation of a possible transaction with the Seller and in connection with the Transactions, up to a maximum amount of \$250,000 (the “Expense Reimbursement” and together with the Termination Fee, the “Termination Payment”); provided that neither the Termination Payment nor the Expense Reimbursement shall be payable to the Purchaser following the termination of this Agreement by the Seller or the Purchaser pursuant to Section 9.1(a) or Section 9.1(e); provided further that in no event shall the Purchaser be entitled to receive Expense Reimbursement or the Termination Fee on more than one occasion.

(b) If the Termination Payment becomes payable pursuant to Section 7.3(a), such Termination Payment shall be made by wire transfer of immediately available funds to an account designated by the Purchaser from the proceeds of the applicable Third-Party Sale, as applicable, and such payment shall be made on or before the first Business Day following the consummation of such Third-Party Sale. The claim of the Purchaser in respect of the Termination Payment or the Expense Reimbursement, as applicable, shall constitute an administrative expense claim under Sections 503 of the Bankruptcy Code in the Chapter 11 Case.

(c) The parties acknowledge and agree that the Purchaser’s entitlement to the Termination Payment under Section 7.3(a) or the Expense Reimbursement under Section 7.3(b) will constitute liquidated damages (and not a penalty) and, if the Purchaser retains such amount, then notwithstanding anything to the contrary contained herein, such Termination Payment or Expense Reimbursement, as applicable, shall be the sole and exclusive remedy available to the Purchaser and any other Person against the Seller and its Affiliates in connection with this Agreement and the Transactions (including as a result of the failure to consummate the Closing or for a breach or failure to perform hereunder or otherwise) and none of the Seller or its Affiliates shall have any further liability relating to or arising out of this Agreement or the Transactions. For the avoidance of doubt, (i) under no circumstances shall the Purchaser or any of its Affiliates be entitled to monetary damages other than retention of the Termination Payment under Section 7.3(a) or the Expense Reimbursement under Section 7.3(b) and (ii) under no circumstances shall the Purchaser or any of its Affiliates be permitted or entitled to receive both a grant of specific performance and any money damages, including retention of all or any portion of the Termination Payment.

Section 7.4 Cessation of Seller’s Existence. Notwithstanding any provision contained in this Agreement, no provision in this Agreement shall require or necessitate any Seller to remain a validly existing entity after September 15, 2021 or to take any action, perform any obligations, or comply with any terms or covenants set forth in this Agreement after September 15, 2021 if

such Seller's entity existence has been ceased or has been cancelled under applicable Law.

ARTICLE VIII CONDITIONS TO CLOSING

Section 8.1 Conditions to Obligations of the Seller. The obligations of the Seller to consummate the Transactions shall be subject to the satisfaction at or prior to the Closing Date of each of the following conditions, any one or more of which may be waived (but only in writing) by the Seller:

(a) Representations, Warranties and Covenants. (i) All of the representations and warranties made by the Purchaser in this Agreement and in the Ancillary Agreements to which it is a party shall be true and correct in all material respects as of the Closing Date as though made at and as of the Closing Date (except to the extent such representations and warranties expressly speak as of an earlier date, which shall be true and correct as of such date); provided, however, that in the event of a breach of a representation or warranty, the condition set forth in this Section 8.1(a)(i) shall be deemed satisfied unless the effect of all such breaches of representations and warranties taken together result in a material adverse effect on the Purchaser's ability to perform its obligations under this Agreement as and when due in any material respect other than the obligation to pay the Purchase Price, which shall be complied with in all respects; (ii) the Purchaser shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed by the Purchaser on or prior to the Closing Date other than the agreement and consent to pay the Purchase Price, which shall be complied with in all respects; and (iii) with respect to clauses (i) and (ii), at the Closing there shall be delivered to the Seller a certificate signed by a duly authorized representative of the Purchaser to the foregoing effect.

(b) Governmental Approvals. Purchaser shall have obtained the Consent of CFIUS contemplated by Section 5.5(a) by the expiration of any applicable waiting or notice period.

(c) No Order. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law or Order (whether temporary, preliminary or permanent) that has the effect of making the Transactions illegal or otherwise restraining, prohibiting or materially restricting the consummation of such Transactions.

(d) Reserved.

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

(f) Closing Deliveries. The Seller shall have received all of the deliverables of the Purchaser as set forth in Section 2.10.

Section 8.2 Conditions to Obligations of the Purchaser. The obligations of the Purchaser to consummate the Transactions shall be subject to the satisfaction at or prior to the Closing Date of each of the following conditions, any one or more of which may be waived (but only in writing) by the Purchaser:

(a) Representations, Warranties and Covenants. (i) All of the representations and warranties made by the Seller in this Agreement and in the Ancillary Agreements shall be true and correct in all respects as of the Closing Date as though made at and as of the Closing Date (except to the extent such representations and warranties expressly speak as of an earlier date, which shall be true and correct as of such date); provided, however, that in the event of a breach of a representation or warranty, the condition set forth in this Section 8.2(a)(i) shall be deemed satisfied unless the effect of all such breaches of representations and warranties taken together result in a Material Adverse Effect; (ii) the Seller shall have performed and complied in all material respects with all agreements and covenants required by this Agreement to be performed by the Seller on or prior to the Closing Date; and (iii) with respect to clauses (i) and (ii), at the Closing there shall be delivered to the Purchaser a certificate signed by a duly authorized representative of the Seller to the foregoing effect.

(b) Governmental Approvals and Notices. All authorizations, consents, orders or approvals of, or declarations or filings with, or expirations of waiting periods imposed by, any Governmental Authority which are necessary to consummate the transactions contemplated hereby shall have been filed, been obtained or occurred and such authorizations, consents, orders or approvals shall not have expired or been withdrawn, including any notice period imposed under rules imposed by the Committee on Foreign Investment in the United States.

(c) No Order. No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law or Order (whether temporary, preliminary or permanent) that has the effect of making the Transactions illegal, otherwise restraining, prohibiting or materially restricting the consummation of such Transactions.

(d) Reserved.

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

(f) Closing Deliveries. The Purchaser shall have received all of the deliverables of the Seller as set forth in Section 2.9.

(g) Stony Point Affiliate Agreements. (i) The Stony Point Affiliate Agreements shall have been entered into by the Purchaser, OSS LLC and Everett Landlord, as applicable, and (ii) the Stony Point Equipment Bill of Sale shall be have been entered into by the Everett Equipment Lessor and Tect Aerospace, and each such Contract shall be in full force and effect.

(h) No Material Adverse Effect. Neither the Seller nor the Business shall have suffered a Material Adverse Effect.

ARTICLE IX TERMINATION, AMENDMENT AND WAIVER

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

(a) by either the Purchaser or the Seller if the Closing shall not have occurred by the Termination Date; provided, however, that the right to terminate this Agreement under this Section 9.1(a) shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date;

(b) by either the Purchaser or the Seller in the event that any Order restraining, enjoining or otherwise prohibiting the Transactions shall have become a Final Order;

(c) by Purchaser if Seller's breach or violation of this Agreement has rendered any of the conditions to Closing set forth in Section 8.2 impossible to be satisfied on or prior to the Termination Date;

(d) by Seller if Purchaser's breach or violation of this Agreement has rendered any of the conditions to Closing set forth in Section 8.1 impossible to be satisfied on or prior to the Termination Date; or

(e) by the written consent of each of the Seller and the Purchaser.

Section 9.2 Effect of Termination. In the event that this Agreement shall be terminated pursuant to Section 9.1, all further obligations of the parties under this Agreement shall terminate; provided that the obligations of the parties contained in Section 5.11, Section 7.3, Section 11.1 through 11.15 and this Section 9.2 shall survive any such termination, and no party to shall be relieved from liability for any breach of this Agreement prior to the termination of this Agreement; provided, however, notwithstanding any other provision contained in this Agreement, if a court of competent jurisdiction determines that Seller has breached this Agreement prior to its termination or the Closing, Seller's Liability for any such breach shall be limited to returning the Good Faith Deposit and payment of damages to Purchaser as determined by a court of competent jurisdiction in an amount not to exceed the amount of the Expense Reimbursement.

ARTICLE X

NON-SURVIVAL; LIMITATION OF LIABILITY; CERTAIN REMEDIES

Section 10.1 Non-Survival of Representations and Warranties. The representations, warranties, covenants and agreements (other than covenants and agreements that, by their terms, survive the Closing or the termination of this Agreement) in this Agreement shall terminate at the Closing, or upon termination of this Agreement pursuant to Section 9.1, and, following the Closing or the termination of this Agreement, as the case may be, no party shall make any claim whatsoever for any breach of any such representation, warranty or covenant hereunder (all such claims being hereby waived by Seller and the Purchaser), subject to Section 9.2.

Section 10.2 Maximum Liability. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IF THE CLOSING OCCURS, IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY FOR LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTION DOCUMENTS OR THE TRANSACTIONS, WHETHER RELATING TO A BREACH OF A REPRESENTATION AND WARRANTY, COVENANT, AGREEMENT OR OBLIGATION IN THIS AGREEMENT AND WHETHER

BASED ON CONTRACT, TORT, STRICT LIABILITY, OTHER LAWS OR OTHERWISE, EXCEED SELLERS' LIABILITY CAP; PROVIDED, HOWEVER, THAT, SUCH LIMITATION ON LIABILITY SHALL NOT APPLY TO ANY SUCH LOSSES RESULTING FROM, ARISING OUT OF OR RELATING TO ANY FEES AND EXPENSES OWED TO ANY PERSON WHO HAS ACTED, DIRECTLY OR INDIRECTLY, AS A BROKER, FINDER, INVESTMENT BANKER OR FINANCIAL ADVISOR TO SELLERS IN CONNECTION WITH THE TRANSACTIONS (WHICH LOSSES SHALL BE LIMITED TO THE ACTUAL DOLLAR AMOUNT OF SUCH FEES AND EXPENSES). THE PARTIES AGREE THAT SELLERS' LIABILITY CAP IS AN AMOUNT THAT IS REASONABLE IN LIGHT OF THE ANTICIPATED OR ACTUAL HARM CAUSED BY ANY SUCH BREACH CONTEMPLATED ABOVE, THE DIFFICULTIES OF PROOF OF LOSS ARISING FROM SUCH BREACH, AND THE INCONVENIENCE OR INFEASIBILITY OF OTHERWISE OBTAINING AN ADEQUATE REMEDY FOR SUCH BREACH.

Section 10.3 Limitation of Damages. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, NO PARTY SHALL BE LIABLE FOR SPECIAL, PUNITIVE, OR EXEMPLARY, DAMAGES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OTHER LAW OR OTHERWISE.

Section 10.4 Specific Performance. Each of the parties acknowledges and agrees that the other party would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached; it is and will continue to be difficult to ascertain the nature, scope and extent of such harm; and a remedy at law for such failure or breach will be inadequate. Accordingly, each of the parties hereto agrees that the other party is entitled to specific enforcement and/or an injunction (including a temporary restraining order, preliminary injunction and/or permanent injunctive relief, and without the requirement to post a bond or other security, any such requirements being hereby waived each of the parties) to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement in any action instituted in any court of the United States or any state having jurisdiction over the parties hereto and the matter in addition to any other remedy to which it may be entitled, at law or in equity.

Section 10.5 Remedies Cumulative. Subject in all respects to the limitations and waivers provided for in the other provisions of this Article X, all remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XI GENERAL PROVISIONS

Section 11.1 Expenses. Except as otherwise specified in this Agreement, all costs and expenses, including fees and disbursements of counsel, financial advisors, investment bankers, accountants and other advisors incurred in connection with this Agreement and the Transactions shall be paid by the party incurring such costs and expenses, subject to Bankruptcy Court approval, whether or not the Closing shall have occurred.

Section 11.2 Notices. All notices, requests, claims, demands and other communications

hereunder shall be in writing and shall be deemed to have been duly given or made (a) when delivered in person, (b) upon receipt when transmitted by email, (c) upon receipt, (i) after dispatch by registered or certified mail, postage prepaid, or (ii) if transmitted by national overnight courier, in each case, addressed as follows (or at such other address for any party as shall be specified by such party in a notice given in accordance with this Section 11.2):

- i. if to the Seller:

c/o Winter Harbor LLC
265 Franklin Street, 10th Floor
Boston, MA 02110
Attention: Shaun Martin

Email: smartin@winterharborco.com

with a copy to:

Richards, Layton & Finger, PA
One Rodney Square
920 North King Street
Wilmington, DE 19801
Attention: Paul N. Heath
Daniel D. DeFranceschi
Mark A. Kurtz
Email: heath@rlf.com;
defranceschi@rlf.com
kurtz@rlf.com

- ii. if to the Purchaser:

c/o Wipro Givon
29 Yosef Levi St.
Kiryat Bialik 2751133, Israel
Attention: Adi Melzer-Negri, Adv., General Counsel
Email: a_melzer@wiprogivon.com

with a copy to:
Karr Tuttle Campbell
701 Fifth Avenue, Suite 3300
Seattle, WA 98104
Attention: Christian C. Weinmann
Email: cweinmann@karrtuttle.com

Section 11.3 Public Announcements. Prior to the Closing, neither the Purchaser, on the one hand, nor the Seller, on the other hand, shall make, or cause to be made, any press release or

public announcement in respect of this Agreement or the Transactions, or otherwise communicate with any news media without the prior written consent of the Seller or the Purchaser, respectively, except (i) as otherwise required by Law, (ii) applicable stock exchange regulation, (iii) in filings in the Bankruptcy Court or office of the United States trustee or (iv) for any press release or other public announcement that is issued with respect to the Transaction when this Agreement is executed and at Closing, provided, that, with respect to this Section 11.3(iv), the parties to this Agreement shall cooperate as to the timing and contents of any such press release, public announcement or communication. After the Closing, the parties may issue public announcements regarding the Transaction so long as such announcements, in the case of announcements made by the Seller or Purchaser, do not disclose the specific terms or conditions of this Agreement or any Ancillary Agreement except where such terms and conditions have already been disclosed as required by Law, applicable stock exchange regulation or in filings that the Seller was required to make in the Bankruptcy Court or office of the United States trustee.

Section 11.4 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the Transactions are consummated as originally contemplated to the greatest extent possible.

Section 11.5 Entire Agreement. This Agreement (including the Exhibits hereto) and the Ancillary Agreements constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, among the Seller and the Purchaser with respect to the subject matter hereof and thereof.

Section 11.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors (including any trustee, receiver, receiver-manager, interim receiver or monitor or similar officer appointed in respect of the Seller in the Chapter 11 Case) and permitted assigns, but shall not be assignable or delegable by the Seller or the Purchaser without the prior written consent of the other party and by Order of the Bankruptcy Court. Notwithstanding the foregoing, (a) prior to the Closing, the Purchaser shall have the right to assign its rights and/or delegate its obligations hereunder to any Affiliate that is directly or indirectly wholly owned by the Purchaser and (b) after the Closing, the Purchaser (or its permitted assignee) shall have the right to assign its rights and/or delegate its obligations hereunder (i) to any Affiliates permitted by and in accordance with applicable Law, (ii) to any financing sources for collateral purposes or (iii) to any subsequent purchaser of all or substantially all of the stock or assets of the Purchaser or the Business to the extent permitted by and in accordance with applicable Law; provided, however, that, in each case, the Purchaser shall remain liable for the obligations of any assignee to whom the Purchaser assign its rights and/or obligations pursuant to this Section 11.6, except in the case of Section 11.6(b)(iii) where the subsequent purchaser shall assume any such rights and/or obligations. Notwithstanding the foregoing, the Seller is hereby authorized to assign this Agreement or any of their rights or obligations hereunder to any Permitted Assigns

without the consent of the Purchaser.

Section 11.7 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, manager, agent, attorney or representative of the respective parties to this Agreement, in such capacity, shall have any liability for any obligations or liabilities of the Purchaser or the Seller, as applicable, under this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

Section 11.8 Amendment. This Agreement may not be amended or modified except (a) (i) by an instrument in writing signed by, or on behalf of, the Seller and the Purchaser or (ii) by a waiver in accordance with Section 11.10; and, (b) to the extent such amendment or modification is material to the Transactions, by an Order of the Bankruptcy Court.

Section 11.9 Waiver. Any party may: (a) extend the time for the performance of any of the obligations or other acts of the other; (b) waive any inaccuracies in the representations and warranties of the other contained herein or in any document delivered by the other pursuant hereto; or (c) waive compliance with any of the agreements or obligations of the other contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby and any purported waiver not effected in accordance with this Section 11.10 shall be void ab initio. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Agreement. The failure of any party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

Section 11.10 No Third-Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

Section 11.11 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware and, to the extent applicable, the Bankruptcy Code. The parties hereto agree that the Bankruptcy Court shall be the exclusive forum for enforcement of this Agreement or the Transactions and (only for the limited purpose of such enforcement) submit to the jurisdiction thereof; provided that if the Bankruptcy Court determines that it does not have subject matter jurisdiction over any Action arising out of or relating to this Agreement, then each party: (a) agrees that all such Actions shall be heard and determined in the Court of Chancery of the State of Delaware, or if such court does not have subject matter jurisdiction over any such Action, a United States federal court located within the State of Delaware; (b) irrevocably submits to the jurisdiction of such court in any such Action; (c) consents that any such Action may be brought in such courts and waives any objection that such party may now or hereafter have to the venue or jurisdiction or that such Action was brought in an inconvenient court; and (d) agrees that service of process in any such action or proceeding may be effected by providing a copy thereof by any of the methods of delivery permitted by Section 11.2 to such party at its address as provided in Section 11.2 (provided that nothing herein shall affect the right to effect service of process in any other manner permitted by Law)

Section 11.12 Waiver of Jury Trial

EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS. EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 11.14.

Section 11.13 Privileged Communications.

(a) Each Seller and Purchaser hereby acknowledge and agree that notwithstanding any provision of this Agreement, neither Purchaser nor any of its Affiliates shall have access to (and each hereby waives any right of access it may otherwise have with respect to) any Privileged Communications, whether or not the Closing occurs. Without limiting the generality of the foregoing, Purchaser hereby acknowledges and agrees, upon and after the Closing: (i) neither Purchaser nor any of its Affiliates shall be a holder of, or have any right, title or interest to the Privileged Communications, (ii) only Seller shall hold property rights in the Privileged Communications and shall have the right to waive or modify such property rights and (iii) Seller shall have no duty whatsoever to reveal or disclose any Privileged Communications to Purchaser or any of its Affiliates, whether under Section 5.9 or Section 5.12 of this Agreement or otherwise.

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

Section 11.14 Counterparts. This Agreement may be executed, whether by hand, electronically or as otherwise permitted by applicable Law, and delivered (including by facsimile or electronic transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER

TECT AEROSPACE HOLDINGS,
LLC

By: /s/ Shaun Martin
Name: Shaun Martin
Title: Chief Restructuring Officer

TECT AEROSPACE, LLC

By: /s/ Shaun Martin
Name: Shaun Martin
Title: Chief Restructuring Officer

PURCHASER

WIPRO GIVON USA, INC.

By: _____
Name: Gonen Letzter
Title: Secretary & Treasurer

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER

TECT AEROSPACE HOLDINGS,
LLC

By:
Name:
Title:

TECT AEROSPACE, LLC

By: _____
Name:
Title:

PURCHASER

WIPRO GIVON USA, INC.

By: _____
Name: Gonen Letzter
Title: Secretary & Treasurer

By: _____
Name: Ronen Givon
Title: Director

Exhibit E

TRANSITION SERVICES AGREEMENT

BY AND BETWEEN

TECT AEROSPACE, LLC

TECT AEROSPACE HOLDINGS, LLC

and

WIPRO GIVON USA, INC.

Dated as of:

_____, 2021

THIS TRANSITION SERVICES AGREEMENT (this “*Agreement*”) is made as of _____, 2021 (the “*Effective Date*”), between TECT Aerospace, LLC a Delaware limited liability company (“*TECT Aerospace*”), TECT Aerospace Holdings, LLC a Delaware limited liability Company (the “*Parent*” and together with TECT Aerospace “*TECT*”) and Wipro Givon USA, Inc., a Washington corporation (“*Wipro*” and together with TECT the “*Parties*”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in that certain Asset Purchase Agreement, dated as of May __, 2021, by and among Wipro and TECT (the “*APA*”).

RECITALS

A. On April 5, 2021, TECT commenced a voluntary case under chapter 11 (the “*Chapter 11 Case*”) of title 11 of the United States Code (the “*Bankruptcy Code*”) in the United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”).

B. Pursuant to the APA, and subject to the terms and conditions contained in the APA, Wipro has agreed to purchase from TECT, and TECT has agreed to sell to Wipro, certain assets, constituting substantially all of the assets with respect to the conduct of TECT’s Business.

C. In order to facilitate a smooth transition of the Business to Wipro, Wipro wishes to obtain certain services and sublicenses from TECT and TECT Aerospace after the Closing, and TECT and TECT Aerospace desires to provide such services and sublicenses to Wipro as provided in this Agreement.

In consideration of the mutual terms and conditions of this Agreement, the parties agree as follows:

1. GENERAL.

1.1. **Services.** TECT will use Reasonable Efforts to provide, or cause to be provided, the services, sublicenses and other items described on and as more fully set forth on Exhibit A to Wipro and its subsidiaries, as directed by Wipro, on a nonexclusive basis under the terms and conditions of this Agreement and the Exhibits hereto (the “*Services*”).

1.2. **Performance.** TECT will use Reasonable Efforts to perform all Services in accordance with the terms and conditions of this Agreement. Subject to Section 1.4, TECT must devote the time, effort and resources to the performance of the Services as are necessary to accomplish them to Wipro’s reasonable satisfaction.

1.3. **Additional Services.** From time to time after the date hereof, but no later than the ninetieth day after the Effective Date, Wipro may identify additional services that were not provided by TECT before the date of this Agreement in connection with Wipro’s business or were omitted from the Services included in the Exhibits hereto, but which Wipro nevertheless

desires for TECT to provide to Wipro (“***Additional Services***”). In such event, Wipro may request in writing that TECT provide the Additional Services. The request must set out in reasonable detail the Additional Services being requested. Within a reasonable time period after receiving the request, TECT will either agree to provide the Additional Services or deliver a notice to Wipro indicating TECT’s reasons for declining to provide the Additional Services. Such Additional Services as may be agreed to in writing by the parties will be added to and considered as part of the Services. In all cases, TECT will cooperate with Wipro and act in good faith in determining whether, and on what terms, TECT will provide the Additional Services.

1.4. **Resources and Efforts.**

(a) TECT will use its Reasonable Efforts to maintain existing relations with all licensors that provide access to the licenses or other rights that are needed for TECT to provide the Services and with the Service Providers identified on Exhibit A.

(b) In order for TECT to fulfill its obligations under this Agreement, TECT will use Reasonable Efforts to maintain all assets and resources related to the Business that are set forth on Exhibit A until the earlier of (i) the Termination Date identified in Section 3.1(a) or (ii) any other Termination Date provided for in Section 3.1(b) through (e).

(c) Notwithstanding any provision contained in this Agreement, in performing its obligations hereunder, TECT will not be obligated to (i) hire or train any additional employees or contractors, (ii) maintain the employment or other engagement of any specific employee, contractor or other Person (including any Person identified on Exhibit A as a Service Provider), or (iii) purchase, lease or license any additional equipment, informational technology (including Intellectual Property, software or applications) or other personal property; provided, that TECT will use Reasonable Efforts to maintain the engagement or employment of the Persons identified on Exhibit A as Service Providers.

(d) As used in this Agreement, “Reasonable Efforts” means commercially reasonable efforts that TECT would use (i) in performing the Services hereunder for its own benefit, and (ii) in maintaining Business and employment relationships, including the right to use the Sublicensed Software, websites, domain names, email addresses, or undertaking actions and enforcing its rights in its ordinary course of business since March 1, 2021.

2. **COMPENSATION AND BILLING.**

2.1. **Invoices.** The charges for the Services (if any) are set forth on Exhibit A. TECT must submit in writing to Wipro, no more than once per week, a single invoice covering all amounts payable for the Services rendered during the billing period covered by the invoice. The invoices will contain a detailed description of the Services rendered during the billing period, the charges payable by Wipro in respect of these Services and the method used to calculate the invoiced amounts. Wipro will pay all invoiced charges (including disputed charges) in full

promptly on receipt of each invoice, but in no event later than 10 business days after receipt of the invoice. Wipro will give TECT written notice of any disputed charges within 10 business days after receipt of an invoice, along with a detailed description of the nature of the dispute. If Wipro fails to dispute a charge within such 10 business day period, Wipro will waive its right to dispute the charge. TECT will notify Wipro of its determination regarding disputed charges within 30 days after receipt of the applicable dispute notice and description from Wipro, and will credit Wipro's account, if appropriate, within the 30-day period. Any dispute under this Section 2.1 will be resolved in accordance with the dispute resolution provisions of Section 5.

2.2. **Records.** TECT will maintain complete and accurate records to substantiate all of TECT's charges billed under this Agreement. Unless otherwise specified in the applicable Exhibits hereto, TECT will retain such records in accordance with Section 5.9 and Section 5.12 of the APA. Wipro and its authorized agents, subject to obligations of confidentiality as set forth in this Agreement, the APA or as otherwise provided by law, will be allowed access to the records on prior written request during normal business hours during the term of this Agreement and during the respective periods in that TECT is required to maintain the records under this Section 2.2. Access to the records will be made at the location where the records are maintained.

3. **TERM.**

3.1. **Term.** This Agreement will become effective as of the Effective Date, which shall be the same date as the Closing Date under the APA. Subject to Section 10 hereof, TECT's obligations to provide the respective Services covered by this Agreement will terminate at the earlier of (a) the respective dates specified in Exhibit A, (b) the closing of a merger, sale of substantially all of the assets or the occurrence of a Change of Control with respect to the Company (as each such term is defined in the DIP Credit Agreement), (c) the cessation of TECT's existence after September 15, 2021, as permitted by Section 7.4 of the APA, (d) the appointment of a Permitted Assigns, or (e) two hundred seventy (270) days after the Effective Date (any such date, the "**Termination Date**"). If no termination date is set forth on Exhibit A, then TECT's obligations to provide the respective Services covered by this Agreement will terminate on the Termination Date, or such earlier date as may be determined by Wipro, provided that Wipro provide TECT with 30 days' notice before termination. This Agreement may not be renewed or extended except as set forth below in Section 3.2.

3.2. **Extension.** Wipro may, on written notice to TECT delivered at least 30 days before the scheduled expiration of a Service, extend, one time only, the term of the Service by no more than 60 days; provided, however, that any such extension shall not extend beyond the Termination Date.

4. **CONFIDENTIAL INFORMATION.** Except with the prior consent of the disclosing party, each party must: (i) limit access to the Confidential Information to its employees, agents, representatives, subcontractors and consultants who have a need-to-know; (ii) advise its

employees, agents, representatives, subcontractors and consultants having access to the Confidential Information of the proprietary nature thereof and of the obligations set forth in this Agreement; and (iii) safeguard the Confidential Information by using a reasonable degree of care to prevent disclosure of the Confidential Information to third parties, but at least that degree of care used by that party in safeguarding its own similar information or material. These confidentiality obligations do not apply to the extent that (a) the information is in the public domain through no fault of the non-disclosing party, (b) the information has been disclosed by the disclosing party to third parties without similar confidentiality obligations attached to the disclosure or (c) the disclosure of the information is required by judicial or administrative process or by law and the party has used commercially reasonable efforts to allow the disclosing party to intervene before the disclosure. “**Confidential Information**” means any information marked, noticed, or treated as confidential by a party that the party holds in confidence, including all trade secret, technical, business, or other information, including customer or client information, however communicated or disclosed, relating to past, present and future research, development and business activities.

5. **DISPUTE RESOLUTION.** The Parties agree that the dispute resolution and governing law provisions in the APA shall govern any disputes under this Agreement, and such provisions, including without limitation Section 11.12 and Section 11.14 of the APA, shall govern this Agreement and are hereby incorporated by reference.

6. **RELATIONSHIP OF PARTIES.**

6.1. **Independent Contractors.** TECT is an independent contractor in the performance of its obligations under this Agreement and has no authority to bind Wipro or its affiliates with respect to third parties.

6.2. **No Performance.** Neither party undertakes by this Agreement to conduct the business or operations of the other party. Nothing contained in this Agreement is intended to give rise to a partnership or joint venture between the parties or to impose on the parties any of the duties or responsibilities of partners or joint ventures.

6.3. **Service Providers.** The Parties intend that the relationship between Wipro and TECT be only as set forth in this Agreement. No service provider listed on Exhibit A shall be considered an agent or employee of Wipro for any purpose or entitled to any of the benefits that Wipro provides to its employees. TECT acknowledges that it shall be responsible for all federal, state and local taxes for its employees listed as service providers.

7. **ASSIGNMENT.** This Agreement is binding on, and inures to the benefit of, the parties and their respective successors, legal representatives and permitted assigns in accordance with this Section 7. No assignment of this Agreement or of any rights or obligations under this Agreement, in whole or in part, may be made by either party without the prior written consent of the other party, except that either party may assign its rights or delegate its duties to a controlled

subsidiary of the party, or to a successor entity that results from a merger, acquisition or sale of all or substantially all of the party's assets, or to a Permitted Assigns under the APA. Such a delegation does not relieve the delegating party of its obligations under this Agreement. Any attempted assignment without the required consent is void *ab initio*.

8. **COMPLIANCE WITH LAWS.** TECT and Wipro must each comply with the provisions of all applicable federal, state, and local laws, ordinances, regulations and codes (including procurement of required permits or certificates) in fulfillment of their obligations under this Agreement. Neither TECT nor Wipro will take any action in violation of any applicable law, rule, ordinance or regulation that could result in liability being imposed on the other Party.

9. **MUTUAL COOPERATION.** The parties agree that the purpose of this Agreement is to ensure an orderly transition upon the occurrence of the events contemplated by the APA, while maintaining the ongoing operations of the Business in a manner consistent with its operations prior to consummation of the transactions contemplated in the APA. The parties and their respective subsidiaries, affiliates, subcontractors and consultants providing or receiving Services under this Agreement must cooperate with each other in connection with the performance of the Services under this Agreement, except that the cooperation must not unreasonably disrupt the normal operations of the parties and their respective subsidiaries and affiliates.

10. **TERMINATION.** Wipro may terminate any individual Service provided to it or all Services provided to it during the term of this Agreement for convenience on at least 30 days prior written notice to TECT.

11. **NOTICE.** All notices or other communications under this Agreement must be in writing and the parties deem them to be duly given (i) when delivered in person, (ii) on transmission via confirmed electronic mail, except the transmission is followed by delivery of a physical copy thereof in person, via U.S. first class mail, or via a private express mail courier, or (iii) two days after deposit with a private express mail courier, in any case addressed as follows:

To Wipro:

Wipro Givon USA, Inc.
c/o Wipro Givon
29 Yosef Levi St.
Kiryat Bialik 2751133, Israel
Attention: Adi Melzer-Negri, Adv., General Counsel
Email: a_melzer@wiprogivon.com

To TECT

c/o Winter Harbor LLC
265 Franklin Street, 10th Floor
Boston, MA 02110
Attention: Shaun Martin
Email: smartin@winterharborco.com

Any party may, by notice to the other party, change the address or individuals to which the notices are to be given.

12. **AMENDMENT; WAIVER.** This Agreement may be amended or supplemented at any time only by written instrument duly executed by each party hereto. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit thereof but only by a written instrument signed by the party waiving the terms or conditions. The waiver of any provision is effective only in the specific instance and for the particular purpose for which it was given. No failure to exercise and no delay in exercising, any right or power under this Agreement will operate as a waiver thereof.

13. **SEVERABILITY.** Where any provision of this Agreement is declared invalid, illegal, void or unenforceable, or any changes or modifications are required by regulatory or judicial action, and any such invalid, illegal, void or unenforceable provision, or such change or modification, substantially affects any material obligation of a party hereto, the remaining provisions of this Agreement will remain in effect and the parties must mutually agree on a course of action with respect to the invalid provision or the change or modification to the end that the purposes and intent of this Agreement are carried out.

14. **SURVIVAL OF OBLIGATIONS.** The provisions in the Agreement relating to Confidential Information, Indemnification, Dispute Resolution, Termination, Compensation and Billing, Limitation of Damages and Maximum Liability, Limited Intended Third Party Beneficiary Rights and Survival of Obligations survive any termination, cancellation or expiration of this Agreement.

15. **LIMITED INTENDED THIRD PARTY BENEFICIARY RIGHTS.** With the exception of the parties to this Agreement, there exists no right of any person to claim a beneficial interest in this Agreement or any rights occurring by virtue of this Agreement.

16. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the parties and their respective successors and assigns, and any successor or assign of any substantial portion of the parties' respective businesses and/or assets.

17. **ENTIRE AGREEMENT.** This Agreement represents the entire understanding between the parties with the respect to the provision and receipt of the Services, and the provisions hereof and thereof cancel and supersede all prior agreements or understandings, whether written or oral, with respect to the Services. This Agreement is to be construed to be part of the overall transaction described in the APA.

18. **INDEMNIFICATION.** Wipro shall indemnify, defend, hold harmless and pay TECT, TECT Aerospace Group Holdings, Inc., a Delaware corporation ("Lead Debtor"), and any direct or indirect Subsidiary of Lead Debtor (collectively, a "Debtor Indemnatee"), for any liabilities, costs, expenses, demands, damages, fines, penalties, losses, causes of action, liabilities, and judgments incurred by TECT arising from, in connection with or related to TECT, in compliance with the terms of this Agreement, performing its obligations and providing the Services under, and complying with terms of, this Agreement, in each case to the extent arising out of any claim against any Debtor Indemnatee by a Person not a party to this Agreement whether or not involving an Action, provided, however, no Debtor Indemnatee shall be entitled to indemnification under this Agreement if such claim arises out such Debtor Indemnatee's gross negligence or willful misconduct.

19. **LIMITATION OF DAMAGES; MAXIMUM LIABILITY.**

19.1. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, NO PARTY SHALL BE LIABLE FOR SPECIAL (CONSEQUENTIAL, INCIDENTAL, LOSS PROFITS), PUNITIVE, OR EXEMPLARY, DAMAGES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OTHER LAW OR OTHERWISE.

19.2. **MAXIMUM LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT SHALL TECT'S AGGREGATE LIABILITY FOR LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OTHER LAWS OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT OF MONEY (WHETHER AS PAYMENT OF FEES, COSTS OR REIMBURSABLE AMOUNTS) PAID TO TECT UNDER THIS AGREEMENT DURING THE TERM. THE PARTIES AGREE THAT THIS LIMITATION OF DAMAGES IS AN AMOUNT THAT IS REASONABLE IN LIGHT OF THE ANTICIPATED OR ACTUAL HARM CAUSED BY ANY SUCH BREACH CONTEMPLATED ABOVE, THE DIFFICULTIES OF PROOF OF LOSS ARISING FROM SUCH BREACH, AND THE INCONVENIENCE OR INFEASIBILITY OF OTHERWISE OBTAINING AN ADEQUATE REMEDY FOR SUCH BREACH.

[SIGNATURE PAGE FOLLOWS]

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

WIPRO GIVON USA, INC.

By: _____
Name:
Title:

TECT AEROSPACE, LLC

By: _____
Name:
Title:

TECT HOLDINGS AEROSPACE, LLC

By: _____
Name:
Title:

Exhibit A¹**Software Sublicenses**

TECT will sublicense the below-listed software to Wipro, together with any other software which TECT is capable of sublicensing and which is necessary for the conduct of the Business at least at the same level as conducted by the Business prior to the Effective Date (collectively, the “***Sublicensed Software***”). Wipro will exert commercially reasonable efforts to obtain its own license and/or rights to any such software and upon acquiring such license or rights, the sublicense with respect to any such software shall immediately terminate. If TECT receives notice from any third party licensor of software that TECT is in breach of the underlying license agreement, TECT shall provide notice promptly to Wipro and use reasonable efforts to ensure that Wipro benefits from any cure period provided in such underlying license agreement. TECT will provide such sublicenses at no charge, provided that Wipro will reimburse TECT for any reasonable, documented, out-of-pocket expenses incurred in performing such services and for any fees required to be paid by TECT to any software or application licensor or provider to the extent related to the provision of the sublicenses to Wipro.

Program/Service	Manager	Notes	Data Location
Paycor	OSSI	Contracted by TECT, OSSI Manages	GA
LMS (Learning Management System)	OSSI	Contracted by TECT, OSSI manages	GA
BSwift ²	OSSI	Contracted by TECT, OSSI manages.	GA
Netinspect	Web		Web
VEEAM Backup	TECTAero (Pool)		Local, licensing managed in KS
MicroMain	TECTAero (Pool)		Local, licensing managed in KS
POA (Pacific Office Automation) ³	TECTAero (Pool)	Tied to copiers/leases	Local, licensing managed in KS

Data Migration

For a period of 120 days after the Effective Date, TECT will cooperate with Wipro to ensure that all data in its possession and/or control that is necessary for Wipro to conduct the Business after Closing is transitioned and migrated to Wipro’s possession and/or control such that Wipro can conduct the Business. Wipro will reimburse TECT for any reasonable out-of-pocket expenses

¹ Note to Draft: Exhibit remains subject to TECT's continued review.

² Note: Wipro may not need. Will consider removing.

³ Note: Wipro may not need. Will consider removing.

incurred in performing such services and for the use of the following persons under the subheader "Service Providers" as provided below.

Use of Email, Websites, Etc.

To the extent owned or controlled by TECT and capable of being licensed by TECT, and to the extent not transferred to Wipro under the APA, TECT shall license and make available to WIPRO all websites, domain names, email addresses, and similar rights and properties used by the Business. Wipro shall exert commercially reasonable efforts to transition the Business such that such licensed websites, domain names, email addresses, and similar rights and properties are no longer necessary to operate the Business and shall keep TECT reasonably apprised of its progress in that respect. For so long as TECT can reasonably provide the applicable license, or until Wipro has transitioned the business such that the applicable license is no longer necessary, TECT shall cooperate with Wipro to ensure that emails, calls, and other correspondence with respect to the Business that are sent to email addresses owned or controlled by TECT, or otherwise directed to TECT, are forwarded to Wipro. Any such license or availability provided by TECT under this subheader shall be at no charge Wipro, provided that Wipro will reimburse TECT for any reasonable, documented, out-of-pocket expenses incurred in performing such services and for any fees required to be paid by TECT to any software or application licensor or provider to the extent related to the provision of such services to Wipro.

Service Providers

For 180 days after the Effective Date, TECT will make reasonable available the following individuals to assist Wipro in transitioning the Business to its ownership and control. No individual service provider shall be required to devote more hours per week than the weekly hours limit set forth below (the "Weekly HR Limit"). Wipro will reimburse TECT for any reasonable, documented, out-of-pocket expenses incurred in performing such Services. In addition, if and to the extent that any individual service provider devotes more hours per week than the Weekly HR Limit for such service provider, Wipro shall pay TECT for the use of any such persons to the extent of such excess at the identified hourly rate.

Name	Job Title	Weekly HR Limit	Hourly Rate
Allen, Philip	Director, Sales & Marketing	4 hours	\$102.51
Ballinger, Christy	Manager of Supplier Quality Systems	4 hours	\$47.62
Bauer, Emily	Director, Contracts	4 hours	\$72.12
Cochran, Samuel	Senior Systems Engineer	4 hours	\$42.30
Coleman, Linda L	Director, Human Resources	4 hours	\$84.13
Larson, Kevin	Vice President Finance	4 hours	\$99.44

Read, Rebecca	Financial Assistance	4 hours	\$33.65
Rosenjack, Richard	President TECT Aerospace	4 hours	\$209.62
Sanders, Michael	IT Manager	4 hours	\$60.10
Strain, Colin D	Vice President Sales & Marketing	4 hours	\$112.59
Waggoner, Shane	Director, Sales & Marketing	4 hours	\$78.80
Wittaker, Mark	Business Systems Analyst	4 hours	\$48.56
Wiggins, James	Finance Director	4 hours	\$74.28

EXHIBIT F

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of _____, 2021, is made and entered into among TECT Aerospace, LLC, a Delaware limited liability company ("TECT Aerospace"), and TECT Aerospace Holdings, LLC, a Delaware limited liability company (the "Parent" and together with TECT Aerospace, each, a "Seller" and jointly, the "Sellers"), as sellers, and Wipro Givon USA, Inc., a Washington corporation ("Purchaser"), as purchaser.

WHEREAS, Sellers and Purchaser are parties to that certain Asset Purchase Agreement, dated as of May __, 2021 (as may be amended, modified or supplemented from time to time, the "Purchase Agreement"), pursuant to which Purchaser has purchased certain assets of Sellers;

WHEREAS, capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement;

WHEREAS, pursuant to this Agreement and in accordance with the Purchase Agreement, Sellers desire to evidence the sale, transfer, assignment and conveyance to Purchaser of the Purchased Assets;

WHEREAS, pursuant to this Agreement and in accordance with the Purchase Agreement, Sellers desire to assign certain rights and agreements to Purchaser and Purchaser desires to assume certain obligations of Sellers; and

NOW THEREFORE, for the Purchase Price and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Sellers and Purchaser do hereby agree as follows:

1. Transfer of Purchased Assets. Each Seller hereby sells, transfers, conveys, delivers and assigns to Purchaser, effective as of 12:00 a.m. (prevailing Pacific Time) on the date hereof, all of such Seller's right, title and interest, legal and equitable, in and to all of the Purchased Assets.

2. Assignment and Assumption. Each Seller hereby sells, transfers, conveys, delivers and assigns to Purchaser, effective as of 12:00 a.m. (prevailing Pacific Time) on the date hereof (the "Assignment"), all of such Seller's right, title and interest, legal and equitable, in and to each of the Assigned Contracts, and any and all of the Assumed Liabilities. Purchaser hereby accepts the Assignment and hereby assumes and agrees to observe and perform all of the duties, obligations, terms, provisions and covenants of any one or more of Sellers, and to pay and discharge all of the Assumed Liabilities and any other Liabilities of any one or more of Sellers to be observed, performed, paid or discharged from and after the date hereof arising from the Assigned Contracts and the Assumed Liabilities.

3. Further Actions. Sellers covenant and agree to warrant and defend the sale, transfer, assignment, conveyance and delivery of the Purchased Assets hereby made against all persons whomsoever and, at the request of Purchaser, to execute and deliver further instruments

of transfer and assignment and take such other action as Purchaser may reasonably request to more effectively transfer and assign to Purchaser, and vest in Purchaser title to, each of the Purchased Assets, all at the sole cost and expense of Purchaser.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including Sellers' representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets, and exculpation and damage limitation terms are incorporated herein by this reference. Sellers acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement and exculpation and damage limitation terms shall not be superseded hereby but shall remain in full force and effect to the full extent provided in the Purchase Agreement, and Purchaser hereby acknowledges that the Sellers representations and warranties provided for in the Purchase Agreement do not survive the Closing pursuant to Section 10.1 thereof. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware and, to the extent applicable, the Bankruptcy Code. The parties hereto agree that the Bankruptcy Court shall be the exclusive forum for enforcement of this Agreement or the Transactions and (only for the limited purpose of such enforcement) submit to the jurisdiction thereof; provided that if the Bankruptcy Court determines that it does not have subject matter jurisdiction over any Action arising out of or relating to this Agreement, then each party: (a) agrees that all such Actions shall be heard and determined in the Court of Chancery of the State of Delaware, or if such court does not have subject matter jurisdiction over any such Action, a United States federal court located within the State of Delaware; (b) irrevocably submits to the jurisdiction of such court in any such Action; (c) consents that any such Action may be brought in such courts and waives any objection that such party may now or hereafter have to the venue or jurisdiction or that such Action was brought in an inconvenient court; and (d) agrees that service of process in any such action or proceeding may be effected by providing a copy thereof by any of the methods of delivery permitted by **Error! Reference source not found.** of the Purchase Agreement to such party at its address as provided in **Error! Reference source not found.** of the Purchase Agreement (provided that nothing herein shall affect the right to effect service of process in any other manner permitted by Law).

6. Binding Effect; Amendments and Waivers. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought.

7. Invalid Provisions. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this

Agreement so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

8. Counterparts. This Agreement may be executed in one or more counterparts, whether by hand or electronically, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties hereto and delivered to the other parties. This Agreement may be transmitted and delivered electronically.

[Signature Page Follows]

IN WITNESS WHEREOF, Sellers have duly executed this Agreement as of the date first set forth above.

SELLER

TECT AEROSPACE HOLDINGS, LLC

By: _____

Name:

Title:

TECT AEROSPACE, LLC

By: _____

Name:

Title:

Acknowledged and agreed to by:

PURCHASER:

WIPRO GIVON USA, INC.

By: _____

Name:

Title:

Exhibit G

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into as of _____, 2021, by and among Wipro Givon USA, Inc., a Washington corporation, (the "Buyer"), TECT Aerospace, LLC, a Delaware limited liability company, (the "Seller" and, together with the "Buyer", sometimes referred to individually as a "Party" and collectively as the "Parties"), and Citibank, N.A., as escrow agent (the "Escrow Agent").

RECITALS

WHEREAS, the Buyer and Seller have entered into the Asset Purchase Agreement (the "Purchase Agreement"), dated as of _____, 2021, pursuant to which Buyer has agreed to deposit the Escrow Funds (defined below) in a segregated escrow account to be held by Escrow Agent and the Escrow Agent agrees to hold and distribute such funds in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Appointment. The Parties hereby appoint the Escrow Agent as their escrow agent for the purposes set forth herein, and the Escrow Agent hereby accepts such appointment and agrees to act as escrow agent in accordance with the terms and conditions set forth herein.

2. Escrow Funds.

(a) Simultaneous with the execution and delivery of this Agreement, the Buyer is depositing with the Escrow Agent \$1,500,000.00 (the "Escrow Amount") in immediately available funds. The Escrow Agent hereby acknowledges receipt of the Escrow Amount, together with all products and proceeds thereof, including all interest, dividends, gains and other income earned with respect thereto (collectively, the "Escrow Funds") in separate and distinct account (the "Escrow Account"), subject to the terms and conditions of this Agreement.

(b) For greater certainty, all escrow earnings shall be retained by the Escrow Agent and reinvested in the Escrow Funds and shall become part of the Escrow Funds; and shall be disbursed as part of the Escrow Funds in accordance with the terms and conditions of this Agreement.

3. Investment of Escrow Funds.

(a) Unless otherwise instructed in writing and executed by the authorized representatives as set forth in Exhibit A-1 and Exhibit A-2 by both Parties, the Escrow Agent shall invest the Escrow Funds in an interest-bearing deposit obligation of Citibank, N.A. insured by the Federal Deposit Insurance Corporation ("FDIC") to the applicable limits. The Parties acknowledge that the initial interest rate is subject to change from time to time and shall be reflected in the monthly statement provided to the Parties. The Escrow Funds shall at all times remain available for distribution in accordance with Section 4 below.

(b) The Escrow Agent shall send an account statement to each of the Parties on a monthly basis reflecting activity in the Escrow Account for the preceding month.

(c) The Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the escrowed property, as applicable, provided that the Escrow Agent has made such investment, reinvestment or liquidation of the escrowed property in accordance with the terms, and subject to the conditions of this Agreement. The Escrow Agent does not have a duty nor will it undertake any duty to provide investment advice.

4. Disposition and Termination of the Escrow Funds.

(a) Escrow Funds. The Parties shall act in accordance with, and the Escrow Agent shall hold and release the Escrow Funds as provided in, this Section 4(a) as follows:

(i) Upon receipt of a Joint Release Instruction with respect to the Escrow Funds, the Escrow Agent shall promptly, but in any event within two (2) Business Days after receipt of a Joint Release Instruction, disburse all or part of the Escrow Funds in accordance with such Joint Release Instruction.

(ii) Upon receipt by the Escrow Agent of a copy of Final Determination from any Party, the Escrow Agent shall on the fifth (5th) Business Day following receipt of such determination, disburse as directed, part or all, as the case may be, of the Escrow Funds (but only to the extent funds are available in the Escrow Funds) in accordance with such Final Determination. The Escrow Agent will act on such Final Determination without further inquiry.

(iii) All payments of any part of the Escrow Funds shall be made by wire transfer of immediately available funds or check as set forth in the Joint Release Instruction or Final Determination, as applicable.

(iv) Any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of any funds on deposit in any Escrow Account under the terms of this Agreement must be in writing, executed by the appropriate Party or Parties as evidenced by the signatures of the person or persons set forth on Exhibit A-1 and Exhibit A-2 and delivered to the Escrow Agent either (i) by confirmed facsimile only at the fax number set forth in Section 11 below (with receipt by the Escrow Agent confirmed) or (ii) attached to an e-mail received on a Business Day from an e-mail address set forth in Section 11 below (with receipt by the Escrow Agent confirmed). In the event a Joint Release Instruction or Final Determination is delivered to the Escrow Agent, whether in writing, by facsimile or otherwise, the Escrow Agent is authorized to seek confirmation of such instruction by telephone call back to the person or persons designated in Exhibit A-1 and/or A-2 annexed hereto (the "Call Back Authorized Individuals"), and the Escrow Agent may rely upon the confirmations of anyone purporting to be a Call Back Authorized Individual. To assure accuracy of the instructions it receives, the Escrow Agent may record such call backs. If the Escrow Agent is unable to verify the instructions, or is not satisfied with the verification it receives, it will not execute the instruction until all such issues have been resolved. The persons and telephone numbers for call backs may be changed only in

writing, executed by an authorized representative of the applicable Party set forth on Exhibit A-1 or Exhibit A-2, actually received and acknowledged by the Escrow Agent.

(b) Certain Definitions.

(i) “Business Day” means any day that is not a Saturday, a Sunday or other day on which banks are not required or authorized by law to be closed in New York, New York.

(ii) “Final Determination” means a final non-appealable order of any court of competent jurisdiction which may be issued, together with (A) a certificate executed by an authorized representative of the prevailing Party set forth in Exhibit A-1 or Exhibit A-2 hereto, to the effect that such order is final and non-appealable and from a court of competent jurisdiction having proper authority and (B) the written payment instructions executed by an authorized representative of the prevailing party set forth in Exhibit A-1 or Exhibit A-2 hereto, to effectuate such order.

(iii) “Joint Release Instruction” means the joint written instruction executed by an authorized representative of each of the Buyer and the Seller set forth in Exhibit A-1 and Exhibit A-2 hereto, directing the Escrow Agent to disburse all or a portion of the Escrow Funds, as applicable.

(iv) “Person” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity or any department, agency or political subdivision thereof.

5. Escrow Agent. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, which shall be deemed purely ministerial in nature, and no duties, including but not limited to any fiduciary duties, shall be implied. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of, nor have any requirements to comply with, the terms and conditions of any other agreement, instrument or document between the Parties, in connection herewith, if any, including without limitation the Purchase Agreement, nor shall the Escrow Agent be required to determine if any Person has complied with any such agreements, nor shall any additional obligations of the Escrow Agent be inferred from the terms of such agreements, even though reference thereto may be made in this Agreement. Notwithstanding the terms of any other agreement between the Parties, the terms and conditions of this Agreement will control the actions of Escrow Agent. The Escrow Agent may rely upon and shall not be liable for acting or refraining from acting upon any Joint Release Instruction or Final Determination furnished to it hereunder and believed by it to be genuine and to have been signed and presented by an authorized representative of the proper Party or Parties set forth in Exhibit A-1 and Exhibit A-2. Concurrent with the execution of this Agreement, the Parties shall deliver to the Escrow Agent authorized representative’s forms in the form of Exhibit A-1 and Exhibit A-2 attached hereto. The Escrow Agent shall be under no duty to inquire into or investigate the validity, accuracy or content of any such document, notice, instruction or request. The Escrow Agent shall have no duty to solicit any payments which may be due it or the Escrow Funds. In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from any Party hereto which, in its opinion, conflict with any of the provisions

of this Agreement, it shall be entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held in escrow until it shall be directed otherwise in a Joint Release Instruction or Final Determination. The Escrow Agent may interplead all of the assets held hereunder into a court of competent jurisdiction or may seek a declaratory judgment with respect to certain circumstances, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded assets or any action or nonaction based on such declaratory judgment. The Escrow Agent may consult with legal counsel of its selection in the event of any dispute or question as to the meaning or construction of any of the provisions hereof or its duties hereunder. The Escrow Agent will not be liable for any action taken, suffered or omitted to be taken by it in good faith except to the extent that the Escrow Agent's gross negligence or willful misconduct was the cause of any direct loss to either Party. To the extent practicable, the Parties agree to pursue any redress or recourse in connection with any dispute without making the Escrow Agent a party to the same. Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for any special, indirect, punitive, incidental or consequential losses or damages of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such losses or damages and regardless of the form of action.

6. Resignation and Removal of Escrow Agent. The Escrow Agent (a) may resign and be discharged from its duties or obligations hereunder by giving thirty (30) calendar days advance notice in writing of such resignation to the Parties specifying a date when such resignation shall take effect or (b) may be removed, with or without cause, by the Buyer and the Seller acting jointly at any time by providing written notice to the Escrow Agent. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the escrow business of the Escrow Agent's line of business may be transferred, shall be the Escrow Agent under this Agreement without further act. The Escrow Agent's sole responsibility after such thirty (30) day notice period expires or after receipt of written notice of removal shall be to hold and safeguard the Escrow Funds (without any obligation to reinvest the same) and to deliver the same (i) to a substitute or successor escrow agent pursuant to a joint written designation from the Parties, (ii) as set forth in a Joint Release Instruction or (iii) in accordance with the directions of a Final Determination, and, at the time of such delivery, the Escrow Agent's obligations hereunder shall cease and terminate. In the event the Escrow Agent resigns, if the Parties have failed to appoint a successor escrow agent prior to the expiration of thirty (30) calendar days following receipt of the notice of resignation, the Escrow Agent may petition any court of competent jurisdiction for the appointment of such a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon all of the parties hereto.

7. Fees and Expenses. All fees and expenses of the Escrow Agent are described in Schedule 1 attached hereto and shall be paid equally by the Buyer and the Seller. The fees agreed upon for the services to be rendered hereunder are intended as full compensation for the Escrow Agent services as contemplated by this Agreement.

8. Indemnity. Each of the Parties shall jointly and severally indemnify, defend, and hold harmless the Escrow Agent and its affiliates and their respective successors, assigns, directors, officers, agents and employees (the "Indemnitees") from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, actions, suits, proceedings,

litigation, investigations, costs or expenses (including the reasonable fees and expenses of one outside counsel and experts and their staffs and all expense of document location, duplication and shipment) (collectively “Escrow Agent Losses”) arising out of or in connection with (a) the Escrow Agent’s execution and performance of this Agreement, tax reporting or withholding, the enforcement of any rights or remedies under or in connection with this Agreement, or as may arise by reason of any act, omission or error of the Indemnitee, except to the extent that such Escrow Agent Losses, as adjudicated by a court of competent jurisdiction, have been caused by the fraud, gross negligence or willful misconduct of such Indemnitee, or (b) its following any instructions or other directions from the Buyer or the Seller. The Parties hereby grant the Escrow Agent a lien on, right of set-off against and security interest in, the Escrow Funds for the payment of any reasonable claim for indemnification, expenses and amounts due hereunder. In furtherance of the foregoing, the Escrow Agent is expressly authorized and directed, but shall not be obligated, upon prior written notice to the Parties, to charge against and withdraw from the Escrow Funds for its own account or for the account of an indemnitee any amounts due to the Escrow Agent or to an indemnitee under this Section 8. Notwithstanding anything to the contrary herein, the Buyer and the Seller agree, solely as between themselves, that any obligation for indemnification under this Section 8 (or for reasonable fees and expenses of the Escrow Agent described in Section 7) shall be borne by the Party or Parties determined by a court of competent jurisdiction to be responsible for causing the loss, damage, liability, cost or expense against which the Escrow Agent is entitled to indemnification or, if no such determination is made, then one-half by the Buyer and one-half by the Seller. The Parties acknowledge that the foregoing indemnities shall survive the resignation or removal of the Escrow Agent or the termination of this Agreement.

9. Tax Matters.

(a) The Buyer shall be responsible for and the taxpayer on all taxes due on the interest or income earned, if any, on the Escrow Funds for the calendar year in which such interest or income is earned. The Escrow Agent shall report any interest or income earned on the Escrow Funds to the IRS or other taxing authority on IRS Form 1099. Prior to the date hereof, the Parties shall provide the Escrow Agent with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 as applicable and such other forms and documents that the Escrow Agent may request.

(b) The Escrow Agent shall be responsible only for income reporting to the Internal Revenue Service with respect to income earned on the Escrow Funds. The Parties hereby represent to the Escrow Agent that no other tax reporting of any kind is required given the underlying transaction giving rise to this Agreement. The Escrow Agent shall withhold any taxes required to be withheld by applicable law, including but not limited to required withholding in the absence of proper tax documentation, and shall remit such taxes to the appropriate authorities.

(c) The Escrow Agent, its affiliates, and its employees are not in the business of providing tax or legal advice to any taxpayer outside of Citigroup, Inc. and its affiliates. This Agreement and any amendments or attachments hereto are not intended or written to be used, and may not be used or relied upon, by any such taxpayer or for the purpose of avoiding tax penalties. Any such taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

10. Covenant of Escrow Agent. The Escrow Agent hereby agrees and covenants with the Buyer and the Seller that it shall perform all of its obligations under this Agreement and shall not deliver custody or possession of any of the Escrow Funds to anyone except pursuant to the express terms of this Agreement or as otherwise required by law.

11. Notices. All notices, requests, demands and other communications required under this Agreement shall be in writing, in English, and shall be deemed to have been duly given if delivered (i) personally, (ii) by facsimile transmission with written confirmation of receipt, (iii) on the day of transmission if sent by electronic mail ("e-mail") with a PDF attachment executed by an authorized signer of the Party/ Parties to the e-mail address given below, and written confirmation of receipt is obtained promptly after completion of the transmission, (iv) by overnight delivery with a reputable national overnight delivery service, or (v) by mail or by certified mail, return receipt requested, and postage prepaid. If any notice is mailed, it shall be deemed given five Business Days after the date such notice is deposited with the United States Postal Service. If notice is given to a Party, it shall be given at the address for such Party set forth below. It shall be the responsibility of the Parties to notify the Escrow Agent and the other Party in writing of any name or address changes.

if to the Buyer, then to:

c/o Wipro Givon
29 Yosef Levi St.
Kiryat Bialik 2751133, Israel
Attention: Adi Melzer-Negri, Adv., General Counsel
Email: a_melzer@wiprogivon.com

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

Karr Tuttle Campbell
701 Fifth Avenue, Suite 3300
Seattle, WA 98104
Attention: Christian C. Weinmann
Email: cweinmann@karrtuttle.com

or, if to the Seller, then to:

c/o Winter Harbor LLC
265 Franklin Street, 10th Floor
Boston, MA 02110
Attn: Shaun Martin
Email: smartin@winterharbor.com

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

Richards, Layton & Finger, P.A.
One Rodney Square
920 North King Street
Wilmington, Delaware 19801
Attn: Daniel DeFranceschi
Mark Kurtz
Telephone No.: 302-651-7816
E-mail: defranceschi@rlf.com
kurtz@rlf.com

or, if to the Escrow Agent, then to:

Citibank, N.A.
Citi Private Bank
388 Greenwich Street, 29th Floor
New York, NY 10013
Attn: William T. Lynch
Telephone No.: 212-783-7108
Facsimile No.: 212-783-7131
E-mail: william.lynch@citi.com

Notwithstanding the above, in the case of communications delivered to the Escrow Agent pursuant to the foregoing clause (i) through (iv) of this Section 11, such communications shall be deemed to have been given on the date received by the Escrow Agent. In the event that the Escrow Agent, in its sole discretion, shall determine that an emergency exists, the Escrow Agent may use such other means of communication as the Escrow Agent deems appropriate.

12. Termination. This Agreement shall terminate on the first to occur of (a) the distribution of all of the amounts in the Escrow Funds in accordance with this Agreement or (b) delivery to the Escrow Agent of a written notice of termination executed jointly by the Buyer and the Seller after which this Agreement shall be of no further force and effect except that the provisions of Section 8 hereof shall survive termination.

13. Miscellaneous. The provisions of this Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by all of the parties hereto. Neither this Agreement nor any right or interest hereunder may be assigned in whole or in part by any party without the prior consent of the other parties. This Agreement shall be governed by and construed under the laws of the State of Delaware without regard to any conflict of laws principles thereof. Each party irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law. Without limiting any Party's right to appeal any order of the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this

Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereto hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court. THE PARTIES HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LAWSUIT OR JUDICIAL PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the parties to this Agreement may be transmitted by facsimile or electronic transmission in portable document format (.pdf), and such facsimile or .pdf will, for all purposes, be deemed to be the original signature of such party whose signature it reproduces, and will be binding upon such party. If any provision of this Agreement is determined to be prohibited or unenforceable by reason of any applicable law of a jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in such jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. The Parties represent, warrant and covenant that each document, notice, instruction or request provided by such Party to the Escrow Agent shall comply with applicable laws and regulations. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby irrevocably waived by the parties hereto to the fullest extent permitted by law, to the end that this Agreement shall be enforced as written. Except as expressly provided in Sections 7 and 8, nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than the Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of this Agreement or any funds escrowed hereunder.

14. Compliance with Court Orders. In the event that any escrow property shall be attached, garnished or levied upon by any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, or any order, judgment or decree shall be made or entered by any court order affecting the property deposited under this Agreement, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all writs, orders or decrees so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such writ, order or decree it shall not be liable to any of the Parties or to any other Person, by reason of such compliance notwithstanding such writ, order or decree be subsequently reversed, modified, annulled, set aside or vacated.

15. Further Assurances. Following the date hereof, each party shall deliver to the other parties such further information and documents and shall execute and deliver to the other parties such further instruments and agreements as any other party shall reasonably request to consummate or confirm the transactions provided for herein, to accomplish the purpose hereof or to assure to any other party the benefits hereof.

16. Assignment. No assignment of the interest of any of the Parties shall be binding upon the Escrow Agent unless and until written notice of such assignment shall be filed with and consented to by the Escrow Agent (such consent not to be unreasonably withheld). Any transfer or assignment of the rights, interests or obligations hereunder in violation of the terms hereof shall be void and of no force or effect.

17. Force Majeure. The Escrow Agent shall not incur any liability for not performing any act or fulfilling any obligation hereunder by reason of any occurrence beyond its control (including, but not limited to, any provision of any present or future law or regulation or any act of any governmental authority, any act of God or war or terrorism, or the unavailability of the Federal Reserve Bank wire services or any electronic communication facility), it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

18. Compliance with Federal Law. To help the U.S. Government fight the funding of terrorism and money laundering activities and to comply with Federal law requiring financial institutions to obtain, verify and record information on the source of funds deposited to an account, the Parties agree to provide the Escrow Agent with the name, address, taxpayer identification number, and remitting bank for all Parties depositing funds at Citibank pursuant to the terms and conditions of this Agreement. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Escrow Agent will ask for documentation to verify its formation and existence as a legal entity. The Escrow Agent may also ask to see financial statements, licenses, an identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

19. Use of Citibank Name. No publicly distributed printed or other material in any language, including prospectuses, notices, reports, and promotional material which mentions "Citibank" by name or the rights, powers, or duties of the Escrow Agent under this Agreement shall be issued by any other parties hereto, or on such party's behalf, without the prior written consent of the Escrow Agent.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

Buyer:

WIPRO GIVON USA, INC.

By: _____
Name: _____
Its: _____

Seller:

TECT AEROSPACE, LLC

By: _____
Name: _____
Its: _____

ESCROW AGENT:

CITIBANK, N.A.

By: _____
Name: _____
Its: _____

Schedule 1

**ESCROW AGENT FEE SCHEDULE
Citibank, N.A., Escrow Agent**

Acceptance Fee

To cover the acceptance of the Escrow Agency appointment, the study of the Agreement, and supporting documents submitted in connection with the execution and delivery thereof, and communication with other members of the working group:

Fee: Waived

Administration Fee

The annual administration fee covers maintenance of the Escrow Account including safekeeping of assets in the escrow account, normal administrative functions of the Escrow Agent, including maintenance of the Escrow Agent's records, follow-up of the Agreement's provisions, and any other safekeeping duties required by the Escrow Agent under the terms of the Agreement. Fee is based on Escrow Amount being deposited in a interest bearing deposit account, FDIC insured to the applicable limits.

Fee: Waived

Tax Preparation Fee

To cover preparation and mailing of Forms 1099-INT, if applicable for the escrow parties for each calendar year:

Fee: Waived

Transaction Fees

To oversee all required disbursements or release of property from the escrow account to any escrow party, including cash disbursements made via check and/or wire transfer, fees associated with postage and overnight delivery charges incurred by the Escrow Agent as required under the terms and conditions of the Agreement:

Fee: Waived

Other Fees

Material amendments to the Agreement: additional fee(s), if any, to be discussed at time of amendment.

TERMS AND CONDITIONS: The above schedule of fees does not include charges for out-of-pocket expenses or for any services of an extraordinary nature that Citibank or its legal counsel may be called upon from time to time to perform. Fees are also subject to satisfactory review of the documentation, and Citibank reserves the right to modify them should the characteristics of the transaction change. Citibank's participation in this program is subject to internal approval of the third party depositing monies into the escrow account to be established hereunder. The Acceptance Fee, if any, is payable upon execution of the Agreement. Should this schedule of fees be accepted and agreed upon and work commenced on this program but subsequently halted and the program is not brought to market, the Acceptance Fee and legal fees incurred, if any, will still be payable in full.

EXHIBIT A-1Certificate as to Buyer's Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of the Buyer and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under this Agreement, on behalf of the Buyer. The below listed persons (must list at least two individuals, if applicable) have also been designated Call Back Authorized Individuals and will be notified by Citibank N.A. upon the release of Escrow Funds from the escrow account(s).

Name / Title / TelephoneSpecimen Signature_____
Name_____
Signature_____
Title_____
Phone_____
Mobile Phone_____
Name_____
Signature_____
Title_____
Phone_____
Mobile Phone_____
Name_____
Signature_____
Title_____
Telephone_____
Mobile Phone

NOTE: Actual signatures are required above. Electronic signatures, "DocuSigned" signatures and/or signature fonts are not acceptable.

EXHIBIT A-2Certificate as to Seller's Authorized Signatures

The specimen signatures shown below are the specimen signatures of the individuals who have been designated as authorized representatives of the Seller and are authorized to initiate and approve transactions of all types for the escrow account or accounts established under this Agreement, on behalf of the Seller. The below listed persons (must list at least two individuals, if applicable) have also been designated Call Back Authorized Individuals and will be notified by Citibank N.A. upon the release of Escrow Funds from the escrow account(s).

Name / Title / TelephoneSpecimen Signature

Shaun Martin

Name

Signature

Chief Restructuring Officer

Title

617.275.5411

Phone

917.757.4974

Mobile Phone

Name

Signature

Title

Phone

Mobile Phone

Name

Signature

Title

Telephone

Mobile Phone

NOTE: Actual signatures are required above. Electronic signatures, "DocuSigned" signatures and/or signature fonts are not acceptable.

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT is dated May 7, 2021, and shall be effective at the Effective Time (as defined below), by and between Stony Point Equipment Finance LLC, a Delaware limited liability company (“SPEF”) and TECT Aerospace, LLC, a Delaware limited liability company (“TECT”) (the “Agreement”).

W I T N E S S E T H:

WHEREAS, under the terms and provisions of that certain Equipment Lease Agreement, dated as of September 27, 2019, by and between SPEF and TECT, TECT leases the Equipment (as defined below) from SPEF (the “Equipment Lease”);

WHEREAS, on April 5, 2021, certain debtors, including TECT (collectively, “Debtors”), filed with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) a voluntary petition for relief under Chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., which case is designated as Case No. 21-10670 (the “Bankruptcy Case”); and

WHEREAS, it is contemplated that, in the Bankruptcy Case, certain assets of Debtors will be sold to WIPRO Givon USA, Inc., a Washington corporation (“WIPRO”), and certain liabilities of Debtors will be assumed by WIPRO, in each case associated with the Debtors’ Everett, Washington location, pursuant to an Asset Purchase Agreement entered into by and among TECT Aerospace, LLC and TECT Aerospace Holdings, LLC, as sellers and WIPRO, as purchaser (as such agreement may be amended from time to time, the “APA”) and, in accordance with Sections 105, 363, and 365 and other applicable provisions of the Bankruptcy Code (the “Transaction”), and that the Bankruptcy Court or other court of competent jurisdiction will enter an order, judgment, ruling, or other decree approving the Transaction and granting the Debtors

Motion for Authority to Sell (the “Sale Order”) to WIPRO pursuant to Section 363 of the Bankruptcy Code; and

WHEREAS, TECT desires to purchase, and SPEF desires to sell, in exchange for the consideration set forth in this Agreement, the items of equipment described in Section 2 below, each of which is located at the Debtors’ Everett, Washington location (the “Equipment”), upon the terms and subject to the conditions set forth in this Agreement, which Equipment would be subsequently sold by TECT to WIPRO, in accordance with the terms of the APA; and

WHEREAS, the sale by SPEF and purchase by TECT of the Equipment shall be effective immediately and only upon the occurrence of all of the following (such time, the “Effective Time”): (a) the entry of the Sale Order, with evidence of same provided to SPEF; (b) written confirmation of the Closing of the transactions contemplated by the APA; (c) the contemporaneous effectiveness of (i) the Second Amendment to Lease Agreement, made and entered into as of May 6, 2021, by and between Utica Realty Holdings V LLC, a Delaware limited liability company, as Landlord, and WIPRO, as Tenant, and (ii) the Second Amended & Restated Support Services Agreement (the “Agreement”), made and entered into as of May 6, 2021, by and between Office Support Services, LLC a Delaware limited liability company, as Provider, and WIPRO, as Recipient; and (d) the payment to SPEF by or on behalf of TECT of the Purchase Price (as defined below).

NOW, THEREFORE, in consideration of, and subject to, the premises and mutual agreements contained herein, the parties, intending to be legally bound, agree as follows:

1. Incorporation of Recitals. The parties hereto hereby acknowledge and agree that the foregoing recitals are true and correct and are hereby incorporated by reference into this Agreement and made a part of the terms and conditions hereof.

2. Sale and Assignment. Effective at the Effective Time (and only at the Effective Time but without the requirements of any further action by any party hereto), SPEF hereby sells, assigns, conveys, transfers and delivers to TECT, and TECT hereby acquires, assumes, purchases and accepts from SPEF, the Equipment, consisting of the following:
 - a. One Okuma LT3000EX Large Live Tool Lathe – S/N 218926
 - b. One DMG Mori Seiki NT4250/1500SZ – S/N NT425GE0232
 - c. One Smart SM30-6500 Profile Machining Center – S/N SM30-2317
 - d. One Doosan NHP 5500 – S/N MH0020-000260
3. Purchase Price. The purchase price for the Equipment shall be Eight Hundred Fifty Thousand and no/100 Dollars (\$850,000) (the “Purchase Price”), which shall be payable by or on behalf of TECT to SPEF in immediately available funds, as authorized and directed by the Bankruptcy Court in the Sale Order.
4. “AS-IS”, “WHERE IS”. SPEF makes no warranty or representation as to the condition of any of the Equipment. The Equipment is being sold in “AS IS”, “WHERE IS” condition. TECT accepts the Equipment in an “AS IS”, “WHERE IS” condition.
5. Transfer Taxes. TECT shall be responsible for the payment of any and all sales and transfer taxes and other similar assessments that arise from the purchase and sale of the Equipment.
6. Equipment Lease. The Equipment Lease shall remain in full force and effect until the Effective Time. At the Effective Time (and only at the Effective Time but without the requirements of any further action by any party hereto), the Equipment Lease will be

deemed terminated and of no further force or effect, without SPEF or TECT incurring any liability from or in connection with such termination. Upon such termination (and only at the Effective Time), SPEF and TECT hereby release each other from any and all claims and liability arising from or in connection with the Equipment Lease.

7. Notices. All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing (which may be executed in counterparts) and shall be deemed to have been duly delivered (i) when delivered, if delivered by hand, (ii) when sent, if sent by facsimile (with written confirmation of receipt), followed by registered or certified mail, return receipt requested, postage prepaid, (iii) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours of the recipient, then on recipient's next business day, and (iv) one business day after being sent, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the addresses set forth below (or to any other address as a party may designate by written notice to the other parties):

If to SPEF: Stony Point Equipment Finance LLC
Two Town Square Boulevard, Suite 310
Asheville, NC 28803
Fax: 828-210-8144

If to TECT: TECT Aerospace LLC
c/o Winter Harbor LLC
265 Franklin Street, 10th Floor
Boston, MA 02110
Attention: Shaun Martin
Email: smartin@winterharborco.com

8. Entire Agreement. This Agreement constitutes the entire, complete and final agreement of the parties pertaining to the subject matter hereof, and supersedes all prior

agreements, understandings, negotiations and discussions, whether oral or written, of the parties. This Agreement may be amended or supplemented only by a writing executed by both parties.

9. Counterparts. This Agreement may be executed (by hand or electronic means) in one or more counterparts and by different signatories on different counterparts, each of which will constitute an original counterpart hereof and all of which taken together shall constitute one and the same document. One or more counterparts of this Agreement may be delivered via facsimile or e-mail transmission with the intent that it or they will constitute an original counterpart hereof.
10. Successors and Assigns. This Agreement and the covenants and agreements herein contained shall inure to the benefit of TECT and its successors and assigns and shall be binding upon SPEF and its successors and assigns.
11. Governing Law. This Agreement shall be governed by and interpreted and construed in accordance with the substantive laws of the State of Delaware, without giving effect to its conflicts of law principles.

[REMAINDER OF PAGE LEFT BLANK]

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

TECT Aerospace LLC

By: /s/ Shaun Martin

Name: Shaun Martin

Title: Chief Restructuring Officer

Stony Point Equipment Finance LLC

By: _____

Title: _____

EXECUTION VERSION

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

TECT Aerospace LLC

By: _____

Title: _____

Stony Point Equipment Finance LLC

By: _____

Bernard Stanek

Title: _____ President

[Signature Page – Bill of Sale and Assignment]

EXHIBIT J-2

EXECUTION COPY

SECOND AMENDED & RESTATED SUPPORT SERVICES AGREEMENT

This SECOND AMENDED & RESTATED SUPPORT SERVICES AGREEMENT (the “**Agreement**”) is dated May 7, 2021, and shall be effective at the Effective Time (as defined below), and is by and between OFFICE SUPPORT SERVICES, LLC a Delaware limited liability company (“**Provider**”), and WIPRO GIVON USA, INC., a Washington corporation (the “**Recipient**”).

RECITALS

WHEREAS, Provider is in the business of, among other things, providing certain services, including information technology services (the “**Services**”); and

WHEREAS, pursuant to that certain Amended and Restated Support Services Agreement, dated June 27, 2017, as assigned to Provider by Office Support Services, Inc. (the “**Prior Agreement**”) Provider provided certain services to TECT Aerospace Holdings, LLC and certain of its subsidiaries (collectively, “**TECT**”); and

WHEREAS, on April 5, 2021, certain debtors, including TECT (collectively, “**Debtors**”), filed with the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”) a voluntary petition for relief under Chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., which case is designated as Case No. 21-10670 (the “**Bankruptcy Case**”); and

WHEREAS, it is contemplated that, in the Bankruptcy Case, certain assets of Debtors will be sold to Recipient, and certain liabilities of Debtors will be assumed by Recipient, in each case associated with the Debtors’ Everett, Washington location, pursuant to an Asset Purchase Agreement entered into by and among certain Debtors and Recipient (as such agreement may be amended from time to time, the “**APA**”) and, in accordance with Sections 105, 363, and 365 and other applicable provisions of the Bankruptcy Code (the “**Transaction**”), and that the Bankruptcy Court or other court of competent jurisdiction will enter an order, judgment, ruling, or other decree approving the Transaction and granting the Debtors Motion for Authority to Sell (the “**Sale Order**”), which Sale Order shall, among other things, include the authorization for the assignment of certain executory contracts, including the Prior Agreement; and

WHEREAS, effective as of the Effective Time (as defined below), Recipient desires to avail itself of the advice and assistance of Provider, and to have Provider perform the Services for Recipient, and Provider is willing to furnish the Services, subject to the terms and conditions set forth in this Agreement, which shall, effective at the Effective Time, amend and restate in its entirety the Prior Agreement; and

WHEREAS, the replacement of the Prior Agreement with this Agreement shall be effective immediately and only upon the occurrence of all of the following (such time, the “**Effective Time**”): (a) the entry of the Sale Order, with evidence of same provided to Provider, (b) written confirmation of the Closing of the transactions contemplated by the APA, and (c) the contemporaneous effectiveness of (i) the Second Amendment to Lease Agreement, made and

entered into as of the date hereof, by and between Utica Realty Holdings V LLC, a Delaware limited liability company, as Landlord, and Wipro Givon USA, INC., a Washington corporation, as Tenant, and (ii) the Bill of Sale and Assignment, made and entered into as of the date hereof, by and between Stony Point Equipment Finance LLC, a Delaware limited liability company, and TECT Aerospace, LLC.

AGREEMENT

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

1. **Incorporation of Recitals.** The parties hereto hereby acknowledge and agree that the foregoing recitals are true and correct, and are hereby incorporated by reference into this Agreement and made a part of the terms and conditions hereof.

2. **Amendment and Restatement.** Effective at the Effective Time (and only at the Effective Time but without the requirements of any further action by any party hereto), the Prior Agreement and the terms and conditions therein shall cease to be of any further force and effect and shall be amended and restated in their entirety and replaced with the terms and conditions set forth in this Agreement.

3. **Appointment.** Effective at the Effective Time, Recipient appoints Provider to provide the Services, and Provider agrees to provide such Services, subject to and in accordance with the terms and conditions set forth in this Agreement.

4. **Intellectual Property.** Provider represents and warrants that it owns or otherwise is authorized to make available to Recipient all of the software, rights, licenses, and other intellectual property necessary for Provider to provide the Services contemplated to be provided hereunder.

5. **Services.**

(a) **Services.** Commencing at the Effective Time, Provider shall perform (or cause to be performed) for Recipient, (i) the Services that are monthly Services, as more specifically described and set forth on Exhibit A attached hereto and made a part hereof (the “**Monthly Services**”), which Monthly Services are the same monthly services provided by Provider to TECT (as to type and level of service) immediately prior to the Effective Time, and (ii) upon request, the Services that are transition services, as more specifically described and set forth on Exhibit B attached hereto and made a part hereof (the “**Transition Services**”).

(b) **Standard of Performance.**

(i) Provider shall diligently perform all Services in accordance with the requirements of this Agreement and in a competent, professional manner, using that degree of care

and skill ordinarily exercised by, and consistent with the standards of profession and practicing for, professionals providing similar services.

(ii) Provider shall provide the Services in conformance with any and all applicable laws, rules and regulations, and any and all instructions and guidelines provided to Provider by Recipient from time to time, as applicable.

(c) Access. At the request of Provider to Recipient, as may be necessary to perform the Services, Recipient shall provide Provider with reasonable access to Recipient's premises and pertinent personnel during normal business hours, and at such other times as may be agreed upon between them, to enable Provider to perform the Services and fulfill its obligations under this Agreement.

6. Compensation and Payments

(a) The Monthly Services shall be provided for a monthly rate ("Monthly Rate") during the six (6) month term of this Agreement of \$20,000 per month, and for \$50,000 per month if Recipient elects to extend the term as described in Section 7. The Monthly Rate shall be paid by Recipient to Provider in advance, not less than five (5) business days prior to the first (1st) calendar day of each month.

(b) The Transition Services shall be provided at the hourly personnel rates set forth in Exhibit B, plus any additional out-of-pocket/third party costs, including the cost of any IT equipment hardware, software, licenses or assignments.

(c) Upon the Effective Time, and only upon the Effective Time, any cure costs associated with the assignment of the Prior Agreement under Section 365 of the Bankruptcy Code ("Cure Costs"), and any and all other amounts due or owing under the Prior Agreement, shall be waived by Provider, and Recipient shall not be obligated to make payment to Provider of the Cure Costs, or any other amounts due and owing with respect to the time period prior to the Effective Time. Provider agrees that it will not object to the assignment of the Prior Agreement to Recipient.

7. Term. This Agreement have a term of six (6) months, commencing upon the Effective Time. Recipient shall have the right, upon notice given to Provider not less than thirty (30) days prior to the end of the six (6) month term, to extend such term for up to two (2) months. Upon termination of this Agreement, all Services shall cease.

8. Indemnification

(a) Indemnification. Recipient shall indemnify, defend and hold Provider and its directors, officers, consultants, agents, affiliates and employees harmless against all losses, claims, damages, penalties, judgments, settlements, liabilities and expenses (including, without limitation, all fees and expenses of counsel) which any of them may pay or incur arising out of or relating to any suit, action, proceeding (including, without limitation, any governmental or regulatory investigation), claim or demand arising out of the provision of the Services after the Effective Time; *provided, however*, that such indemnity shall not apply to any such loss, claim, damage, penalty, judgment, settlement, liability or expense attributable to Provider's breach of this agreement or Provider's gross negligence or willful misconduct, or the gross negligence or willful

misconduct of any of Provider's employees or agents. Provider shall indemnify, defend and hold Recipient and its directors, officers, consultants, agents, affiliates and employees harmless against all losses, claims, damages, penalties, judgments, settlements, liabilities and expenses (including, without limitation, all fees and expenses of counsel) which any of them may pay or incur arising out of or relating to any suit, action, proceeding (including, without limitation, any governmental or regulatory investigation), claim or demand arising out of or as result of Provider's breach, violation or infringement of the intellectual property rights of any other party.

(b) In any suit, action, proceeding (including, without limitation, any governmental or regulatory investigation), claim or demand in which Recipient is obligated to indemnify, defend, and hold harmless pursuant to this Agreement, Provider and its directors, officers, agents and employees shall have the right to retain their own counsel at the expense of Recipient.

9. **Limitation of Liability.** No party shall in any event be liable to the other party for any indirect, special, punitive, exemplary or consequential damages, including, but not limited to, lost profits and lost business revenue arising out of or in connection with this Agreement, even if such party had been advised, knew or should have known the possibility thereof. Such limitation shall not apply in the case of gross negligence or willful misconduct.

10. **Disclaimer of Liability.** Provider shall assume no liability under this Agreement for anything other than to render or stand ready to render the Services called for in this Agreement and neither Provider nor any of its directors, officers, consultants, agents, affiliates and employees shall be responsible for, or have any liability with respect to, any action of Recipient, or the directors, officers, or employees thereof, or any of the liabilities, whether direct or indirect, absolute or contingent, of Recipient, or the directors, officers, or employees thereof.

11. **Independent Contractors.** Provider shall perform the Services as an independent contractor, retaining control over and responsibility for its own operations and the actions of its directors, officers, consultants, agents, affiliates and employees. Nothing contained in this Agreement shall be construed as creating any agency, partnership or other form of joint enterprise by or among Provider and Recipient.

12. **Confidentiality.** Each party shall keep confidential and shall not disclose (and shall cause each of its directors, officers, consultants, agents, affiliates and employees to keep confidential and not disclose), except as required by law, any information that may be disclosed by a party or its directors, officers, consultants, agents, affiliates and employees which is confidential, proprietary, or otherwise not generally available to the public (the "**Confidential Information**"). In the event that the receiving party determines that a disclosure is required by law, the receiving party shall notify the disclosing party in writing in order to give the disclosing party an opportunity to seek a protective order or otherwise attempt to keep the Confidential Information confidential.

13. **Notices.** All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing (which may be executed in counterparts) and shall be deemed to have been duly delivered (i) when delivered, if delivered by hand, (ii) when sent, if sent by facsimile (with written confirmation of receipt), followed by registered or certified mail,

return receipt requested, postage prepaid, (iii) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours of the recipient, then on recipient's next business day, and (iv) one business day after being sent, if sent by a nationally recognized overnight delivery service (receipt requested), in each case to the addresses set forth below (or to any other address as a party may designate by written notice to the other parties):

If to Provider: Office Support Services, LLC
Two Town Square Boulevard, Suite 310
Asheville, NC 28803
Fax: 828-210-8144
Email: hjennings@stonypoint.com
Attn: Horace S. Jennings, Secretary and Treasurer

If to Recipient: WIPRO GIVON USA, INC.
c/o Wipro Givon
29 Yosef Levi St.
Kiryat Bialik 2751133, Israel
Attention: Adi Melzer-Negri, Adv., General Counsel
Email: a_melzer@wiprogivon.com

14. No Restrictions. Nothing in this Agreement shall limit or restrict the right of any director, officer or employee of any party or any director, officer or employee of any of such party's subsidiaries or its affiliates to engage in any other business, whether of a similar or dissimilar nature, nor to limit or restrict the right of a party or any of its subsidiaries or affiliates to engage in any other business or to render services of any kind to any other corporation, firm, individual or association.

15. Governing Law. This Agreement shall be governed by and interpreted and construed in accordance with the substantive laws of the State of Delaware, without giving effect to its conflicts of law principles.

16. Amendment. No amendments, changes, or modifications to this Agreement shall be valid unless in writing and signed by a duly authorized representative of each of the parties.

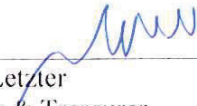
17. Counterparts. This Agreement may be executed in one or more counterparts and by different signatories on different counterparts, each of which will constitute an original counterpart hereof and all of which taken together shall constitute one and the same document. One or more counterparts of this Agreement may be delivered via facsimile or e-mail transmission with the intent that it or they will constitute an original counterpart hereof.


18. Successor and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns, provided that neither party may assign this Agreement without the consent of the other party.

(Signatures appear on the following page.)

In WITNESS WHEREOF, intending to be legally bound hereby, the parties have executed this Agreement on the date first set forth above, to be effective only upon the Effective Time.

WIPRO GIVON USA, INC.

By: 
Name: Gonen Letzter
Title: Secretary & Treasurer

By: 
Name: Ronen Givon
Title: Director

OFFICE SUPPORT SERVICES, LLC

By: _____
Name: Horace S. Jennings
Title: Secretary & Treasurer

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In WITNESS WHEREOF, intending to be legally bound hereby, the parties have executed this Agreement on the date first set forth above, to be effective only upon the Effective Time.

WIPRO GIVON USA, INC.

By: _____
Name: _____
Title: _____

OFFICE SUPPORT SERVICES, LLC

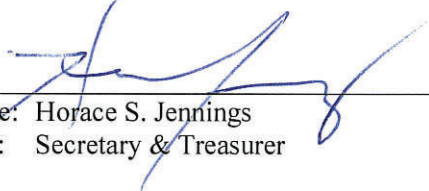
By:  _____
Name: Horace S. Jennings
Title: Secretary & Treasurer

EXHIBIT A

EXISTING SERVICES

Central IT Services		
Service	Description	
Datacenter Management	Setup and on-going of corporate datacenter providing services for all sites with backup power.	
System Administration	CITRIX Desktop & Apps/ SQL Server / Domain Servers/ Intranet Web Servers / Utility Servers DNS/ DHCP / Domain Controllers / Print Servers	
Domain Management	User Accounts / Groups / Directory Security	
Backup and Recovery	Nightly / Weekly / Quarterly backups / Offsite Storage of Tapes / On demand file recovery	
Disaster Recovery	Maintain alternate DataCenter with full redundancy for corporate datacenter	
Email Services	Exchange management / mailbox management / Distribution List management	
Secure / Large file transfer services	Kiteworks secure file transfer for use in sending encrypted large files to business partners	
Email Archiving	E-Vault perpetual storage of email history with full journal archiving as well as individual mailbox archiving	
System Updates / Patching	Maintain WSUS servers and update schedules.	
Firewall Administration	Manage access for all entry to network / Geo Blocking / Website filtering	
Internet Services	Central access for all through local Internet Provider.	
Remote Access	Limited VPN Access and broad access through CITRIX Access Gateway	
Network Monitoring and Administration	Design / Updates / Security / Routes / Monitoring and followup for detected anomalies	
MPLS Account management	Management of agreements with providers and accounting for billing.	
Cell Phones Account Management	Management of agreements with providers and accounting for billing.	
Mobile Iron Cell Security	Management of servers and accounts securing content on mobile phones	
ERP Management	Operation and management of servers scheduled tasks/ Updates / Customizations	
Custom Software Development	Development and continuing maintenance of applications that support business process. Ex. Related objects, Supplier Scorecards...	
Report Development	Vast array of reporting via Intranet server and Crystal Reports.	
Business Intelligence Applications	Management of Data Cubes for Machine Monitoring / Sales and Backlog / Direct Cost / Hyperion	
System Security	Application of security tools ex. Carbon Black & Proofpoint / Threat Response / KnowBe4 Training / Overall security system design	
Security Survey Response	Responses to Customer's and agency security surveys.	
Help Desk	Central help desk services for issues occurring with virtual desktop, network, file recovery,	
application use		
IT Ticket System	Online IT ticket system with email alerts and followup.	
Business Analytics / Procedures	Assistance with applications to support business processes.	
APPS via CITRIX Virtual Desktop		
Application	Users	Function
Accellion Kiteworks Email Plugin for Microsoft Outlook	All email enabled users	Secure file transfer via email/SFTP
Accusoft Prizm Viewer	All	Boeing file viewer
Adobe Acrobat Reader	All	PDF reader
AEROErpTools	AD security group	Excel add-in for SIOP related system
Carbon Black	All	End point security
Cisco Webex Meetings client	All	So users can participate in WebEx meetings,
not host		
Crystal Reports XI R2 .Net 3.0 Runtime 5	All	
Crystal Reports XI Release 2	All	
Foit PhantomPDF	AD security group	PDF Editor
GIMP	All	Image editor
Google Chrome	All	Web browser
GoTo Opener	All	
GoToMeeting client	Users with paid subscription	Web conferencing for approved users
Greenshot	All	Screen shot tool
Microsoft Access Runtime 2013	All	
Microsoft Internet Explorer	All	Web browser
Microsoft Office Professional Plus 2019	All	MS Access is not installed on these images
Microsoft Report Viewer	All	
MySQL Connector/ODBC 3.51	All	
MySQL Connector/ODBC 5.1	All	
MySQL Connector/ODBC 5.2	All	
Notepad++	All	Text editor
OpenEdge 10.1B ODBC	All	
PDFCreator Terminal Server	All	PDF printer
Pidgin	All	XMPP chat client (internal only)
Proofpoint Email Feedback Plug-in for Microsoft Outlook	All email enabled users	Mail security client
ScreenConnect Client	All	Screensharing platform (internal only)
Veritas Enterprise Vault Outlook Add-in	All email enabled users	Email archiving client
Zoom Client for VDI	All	So users can participate in Zoom meetings, not
host		
Oracle EPM System	Finance	Oracle BI Foundation Suite client add-in for
Excel		

Microsoft Visio
Microsoft Project
Microsoft Access
MicroMain Maintenance
Hyperion Refresh Excel add-in
Hyperion

AD security group
AD security group
AD security group
AD security group
AD security group

Maintenance CMMDB
Tool to manage data refresh of GL data into

EXHIBIT B

TRANSITION SERVICES

Summary of Transition Support to be provided

Services to be provided at Cost of Hardware Software and Licenses plus actual time required by OSS personnel at the rates provided below

Review local host platform (DELL VRTX) to determine hardware needs.	\$120/Hr
Purchase required hardware.	\$120/Hr
License and Setup new Domain Controller with new Everett Forrest and Domain	\$120/Hr
License and Setup new DNS server	\$120/Hr
License and Setup new DHCP server	\$120/Hr
License and Setup new Exchange server (Redundancy?)	\$120/Hr
License and Setup new SQL Server	\$120/Hr
License and Setup new IIS server	\$120/Hr
Layout local file system to absorb centrally stored data	\$120/Hr
Migrate client machines to new Domain and map client access	\$120/Hr
Migrate from local phone system to Verizon One Talk	\$120/Hr
License and setup terminal services for shop floor data collection	\$120/Hr
License new virus software	\$120/Hr
License new email filtering software	\$120/Hr
License and setup Office on Client Computers	\$120/Hr
Migrate email accounts to clients	\$120/Hr
Migrate .pst files from E-Vault to clients	\$120/Hr
Re-configure Palo Alto FW to support standalone site	\$120/Hr
Move MicroMain to new SQL and IIS and install client on client machines	\$120/Hr
Train support staff.	\$120/Hr
Obtain license assignment from Epicor	\$165/HR
Setup client software on clients.	\$165/HR
Copy database from Thomasville server to Everett backup server.	\$165/HR
Connect clients to new instance in Everett	\$165/HR
Redirect Intranet applications to new Everett instance	\$165/HR
Strip out data unrelated to Everett from database	\$165/HR
Perform Dump and load of database	\$165/HR
Create Pilot and Test Instances	\$165/HR
Train support staff.	\$165/HR
License and Clone Aero Intranet Server	\$140/HR
Strip non Everett applications and data from cloned Aero Intranet server	\$140/HR
Setup new application instance for Everett-Intranet	\$140/HR
Review legacy Intranet server for Everett DB components & clone if required	\$140/HR
License and clone SOBER server	\$140/HR
License and clone .NET server (inet1)	\$140/HR
Strip out non Everett data / apps from inet1	\$140/HR
Purchase check printer with signature DIMMS	\$140/HR
Determine how to handle ACH payments and revise code to suit	\$140/HR
License and setup Aqua Forrest OCR for AP Invoice lookups	\$140/HR
Migrate IT Tickets / System?	\$140/HR
Update Payroll System to suit	\$140/HR
Migrate alerts for Everett	\$140/HR
Migrate related object locations	\$140/HR
Train support staff.	\$140/HR
Clone Direct Cost model and strip out non Everett data	\$145/HR
Setup SQL Server jobs and alerts	\$145/HR
Review Excel Services Reports for Migration and redirect data pointers	\$145/HR
Evaluate use Hyperion and establish replacement or license and clone	\$145/HR
Setup Machine monitoring process / repositories	\$145/HR
Review / migrate Sales and Forecast apps	\$145/HR
Train support staff.	\$145/HR
Breakout / migrate Laserfiche	\$120/HR

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "**Amendment**"), is made and entered into as of May 7, 2021 but effective only upon the Effective Time (as hereinafter defined), by and between **UTICA REALTY HOLDINGS V LLC**, a Delaware limited liability company ("**Landlord**"), and **WIPRO GIVON USA, INC.**, a Washington corporation ("**Tenant**").

WITNESSETH:

WHEREAS, 75th Street, LLC, as lessor ("**Prior Owner**"), and Landlord, as lessee, entered into that certain Master Lease Agreement dated June 1, 2011 (the "**Master Lease**") for certain premises being Units 100, 200, 300, 400, 500, 700 and 800 (the "**Premises**") in the building (the "**Building**") located at 1515 75th Street, Everett, Washington as more fully described in such Master Lease;

WHEREAS, Landlord, as sublessor, and TECT AEROSPACE, LLC., a Delaware limited liability company ("**TECT**"), as sublessee, entered into that certain Sublease Agreement dated June 1, 2011, whereby Landlord subleased the Premises to TECT (the "**Original Sublease**");

WHEREAS, Landlord entered into a purchase agreement to acquire the Building from Prior Owner on October 1, 2013 and subsequently acquired the Building;

WHEREAS, Landlord and TECT entered into that certain Amendment to Sublease Agreement dated October 1, 2013 (the "**First Amendment**" and, together with the Original Sublease, as amended by such First Amendment, the "**Lease Agreement**") whereby the parties acknowledged that the Landlord agreed to purchase the Building from 75th Street, LLC and amended the Original Sublease to convert it into a direct lease for the Premises causing the Master Lease to merge into the Original Sublease, all as more fully described in the First Amendment;

WHEREAS, on April 5, 2021, certain debtors, including TECT (collectively, "**Debtors**"), filed with the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") a voluntary petition for relief under Chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., which case is designated as Case No. 21-10670 (the "**Bankruptcy Case**");

WHEREAS, it is contemplated that, in the Bankruptcy Case, certain assets of Debtors will be sold to and certain liabilities of Debtors will be assumed by Tenant, in each case associated with the Premises, pursuant to an Asset Purchase Agreement entered into by and among certain Debtors and Tenant (as such agreement may be amended from time to time, the "**APA**") and in accordance with Sections 105, 363, and 365 and other applicable provisions of the Bankruptcy Code (the "**Transaction**"), and that the Bankruptcy Court or other court of competent jurisdiction will enter an order, judgment, ruling or other decree approving the Transaction and granting the Debtors Motion for Authority to Sell (the "**Sale Order**"), which Sale Order shall, among other things, include the authorization for the assignment of the Lease Agreement to Tenant pursuant to Section 365 of the Bankruptcy Code;

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WHEREAS, in connection with, and effective upon the Effective Time (as defined below), Landlord and Tenant desire to amend the Lease Agreement as set forth more fully herein; and

WHEREAS, the amendment of the Lease Agreement by this Amendment shall be effective immediately and only upon the occurrence of all of the following (such time, the "Effective Time"): (a) the entry of the Sale Order, with evidence of the same provided to Landlord, (b) written confirmation of the Closing of the transactions contemplated by the APA and (c) the contemporaneous effectiveness of (i) the Second Amended and Restated Support Services Agreement, dated as of the date hereof, by and between Office Support Services, LLC, a Delaware limited liability company and Tenant, and (ii) the Bill of Sale and Assignment, made and entered into as of the date hereof, by and between Stonypoint Equipment Finance, LLC, a Delaware limited liability company, and TECT.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, agree as follows:

1. **Preambles.** The foregoing preambles are incorporated herein by reference.
2. **Defined Terms.** All capitalized terms used in this Amendment and not otherwise defined herein shall have the same respective meanings as are ascribed to such terms in the Lease Agreement, unless otherwise modified herein.
3. **Master Lease Provisions.** For the avoidance of doubt and in clarification of Section 2 of the First Amendment, Landlord and Tenant acknowledge and agree that all provisions of the Master Lease which were not included in the Original Sublease, but are applicable to the Original Sublease as it now constitutes a direct lease pursuant to the First Amendment, are hereby incorporated into the Lease Agreement as if originally set forth therein. If any provision of the Master Lease conflicts with the terms of the Lease Agreement, the Lease Agreement shall control.
4. **Lease Amendments.**
 - a. **Term.** Landlord and Tenant hereby agree that the Term (as defined in Section 2 of the Lease Agreement) is amended to expire on the last day of the eighteenth (18th) full calendar month following the day of the Effective Time. Current monthly Base Rent under the Lease Agreement is \$62,993.00 and is based on the following leased premises and respective monthly rents:

Suites 100 & 800	\$15,407.00
Suite 200	\$15,284.00
Suite 300	\$5,123.00
Suite 400	\$8,908.00
Suite 500	\$13,148.00
Suite 700	\$5,123.00
Total Monthly Rent	\$62,993.00

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- b. Renewal Term. Landlord and Tenant further agree that Tenant's remaining option to renew the Term pursuant to Section 2 of the Original Sublease is amended to reduce the term of such renewal to six (6) months (instead of five (5) years). The monthly Base Rent to be paid by Tenant to Landlord during such 6-month renewal term shall be \$85,040.00 and is based on the following leased premises and respective monthly rents:

Suites 100 & 800	\$20,799
Suite 200	\$20,633
Suite 300	\$6,916
Suite 400	\$12,026
Suite 500	\$17,750
Suite 700	\$6,916
Total Monthly Rent	\$85,040.00

- c. Environmental Matters. Section 23 of the Master Lease is hereby deleted in its entirety and replaced with the following:
- i. Definitions. The term "**Environmental Law**" shall mean any federal, state or local statute, regulation or ordinance pertaining to the protection of health, safety or the environment. The term "**Hazardous Substance**" shall mean any hazardous, toxic, infectious or radioactive substance, waste and material as defined or listed by any environmental law and shall include, without limitation, petroleum oil and its fractions.
 - ii. Use of Hazardous Substances. Tenant will, and shall cause its contractors, agents and employees, to comply with all Environmental Laws in connection with its occupancy and use of the Premises and will obtain all licenses and permits that may be required in connection with Tenant's use and occupancy of the Premises from and after the Effective Time. Tenant may use on the Premises only those Hazardous Substances typically used and sold in the prudent and safe operation of the business permitted by this Lease.
 - iii. Notices. Tenant shall notify Landlord within two days of becoming aware of the following: (a) any material spill, leak, or other release in violation of applicable Environmental Law of a Hazardous Substance on or under the Premises; (b) any notice or communication from a governmental agency or any other person relating to any Hazardous Substance on, under or adjacent to the Premises; or (c) any violation of any Environmental Law with respect to the Premises or Tenant's activities on or in connection with the Premises.
 - iv. Spills and Releases. In the event of a spill, leak, or other release of a Hazardous Substance on or under the Premises caused by Tenant, Tenant's employees, agents, business invitees, successors, and assigns,

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or the suspicion or threat of the same, Tenant shall (a) immediately undertake actions as required by applicable Environmental Law to contain, cleanup and remove the released Hazardous Substance, (b) promptly undertake all investigatory, remedial, removal and other response action as required by applicable Environmental Law to ensure that any Hazardous Substances contamination is remediated in accordance with applicable Environmental Law, and (c) provide Landlord copies of all correspondence with any governmental agency regarding the release (or threatened or suspected release) or the response action, a report documenting all such response action.

v. Condition Upon Termination. Upon expiration of this Lease or sooner termination of this Lease for any reason, Tenant shall remove all Hazardous Substances (and any storage containers) from the Premises which are located upon the Premises by or through Tenant and restore any area affected thereby to substantially the same condition as existed at the Effective Time. Following such removal, Tenant shall certify in writing to Landlord that all such removal is complete. If any Hazardous Substances have been released in violation of applicable Environmental Law on or under the Premises following the Effective Time, Tenant shall cause all Hazardous Substances contamination to be remediated in accordance with applicable Environmental Law for a manufacturing facility and shall provide Landlord a certification from an environmental consultant that the Premises is in compliance with applicable Environmental Laws for such a manufacturing facility.

vi. Indemnity.

1. By Tenant. Tenant shall indemnify, defend and hold harmless Landlord, its employees and agents, and the respective successors and assigns of each of them from and against any and all claims, demands, liabilities, damages, fines, losses, costs (including without limitation the cost of any investigation, remedial, removal or other response action required by Environmental Law) and expenses (including without limitation attorneys' fees and expert fees in connection with any trial, appeal, petition for review or administrative proceeding) arising out of or in any way relating to the Tenant's breach of this Section 23. Tenant's obligations under this section shall survive the expiration or termination of this Lease for any reason. Landlord's rights under this section are in addition to and not in lieu of any other rights or remedies to which Landlord may be entitled under this Lease or otherwise.
2. By Landlord. Landlord shall indemnify, defend and hold harmless Tenant and its employees and agents, and their

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respective successors and assigns, from and against any and all claims, demands, liabilities, damages, fines, losses, costs (including without limitation the cost of any investigation, remedial, removal or other response action required by Environmental Law) and expenses (including without limitation attorneys' fees and expert fees in connection with any trial, appeal, petition for review or administrative proceeding) arising out of or in any way relating to the actual or alleged use, treatment, storage, generation, transport, release, leak, spill, disposal or other handling of Hazardous Substances of the Premises by Landlord, or any of its contractors, agents or employees or by Landlord's previous, current or future tenants of the Premises. For the avoidance of doubt, TECT is and shall be considered a previous tenant under this Agreement. Landlord's obligations under this section shall survive the expiration or termination of this Lease for any reason. Tenant's rights under this section are in addition to and not in lieu of any other rights or remedies to which Tenant may be entitled under this Lease or otherwise.

5. **Rent Arrearage; Waiver.** Landlord and Tenant agree that any cure costs associated with the assignment of the Lease Agreement under Section 365 of the Bankruptcy Code ("Cure Costs"), and any other amounts due or owing under the Lease Agreement as of the date hereof, are hereby waived and forgiven as of the Effective Time. Further, Landlord agrees that, to its knowledge, no breach or default exists under the Lease by Tenant other than with respect to unpaid rent giving rise to the Cure Costs (which are hereby waived), and Landlord hereby waives and is hereby estopped from asserting any such breach or default. Landlord agrees that no breach or default exists under the Lease by Landlord. Landlord further agrees that it shall not object to the assignment of the Lease Agreement from TECT to Tenant.

6. **Environmental Site Assessment.** Landlord and Tenant agree that Tenant may conduct a Phase I Environmental Site Assessment with respect to the Premises at its sole cost and expense. Notwithstanding any provisions to the contrary in this Amendment, Landlord and Tenant agree that Tenant may conduct such assessment prior to the Effective Time.

7. **Effectiveness.** This Amendment shall be effective automatically and without the requirement of any action by any party hereto upon the Effective Time.

8. **No Waiver.** Subject to Section 5 above, Landlord's and Tenant's execution of this Amendment shall not be deemed or construed to be a waiver of any of their respective rights or remedies under the Lease Agreement arising after the Effective Date. In the event of any default by Tenant under the Lease Agreement or this Amendment after the Effective Date, and continuing beyond expiration of applicable notice and cure periods, then Landlord may exercise any and all remedies available at law, in equity, or as set forth herein and/or in the Lease Agreement.

EXECUTION COPY

9. **Confidentiality.** Tenant hereby covenants and agrees not to disclose (by itself or through a third party) any of the terms and/or conditions of the Lease Agreement or this Amendment to other present or future tenants or prospective tenants of the Building or their respective representatives, nor to anyone else, except a proposed assignee or subtenant of Tenant and accountants, attorneys and other professionals who require knowledge thereof in furtherance of Tenant's interests.

10. **Full Force and Effect.** Except as specifically modified and amended hereby, all terms of the Lease Agreement shall remain in full force and effect.

11. **Effect; Complete Agreement.** This Amendment and all of its terms and conditions shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. No modifications or amendments of the Lease Agreement, or this Amendment, shall be binding unless such modification shall be in writing and signed by the parties thereto.

12. **Counterparts.** This Amendment may be executed in any number of counterparts, and by each of the parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument.

[Signature Page Follows]

EXECUTION COPY

[Signature Page to Lease Amendment]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the dates and year below written, to be effective only upon the Effective Time.

LANDLORD:

UTICA REALTY HOLDINGS V LLC, a
Delaware limited liability company

By: 
Name: Bernard Stanek
Title: President

Dated: May 7, 2021

TENANT:

WIPRO GIVON USA, INC., a Washington
corporation

By: _____
Name:
Title:

Dated: April __, 2021

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the dates and year below written, to be effective only upon the Effective Time.

LANDLORD:

UTICA REALTY HOLDINGS V LLC, a
Delaware limited liability company

By: _____
Name: Bernard Stanek
Title: President

Dated: May __, 2021

TENANT:

WIPRO GIVON USA, INC., a Washington
corporation

By: _____
Name: Gonen Letzter
Title: Secretary & Treasurer

Dated: May __, 2021

By: _____
Name: Ronen Givon
Title: Director

Dated: May __, 2021

Exhibit 2

Amendment No. 1 to Asset Purchase Agreement

AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT

This AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT (this "Amendment") is entered into as of June 24, 2021, by and among TECT Aerospace, LLC, a Delaware limited liability company ("TECT Aerospace"), and TECT Aerospace Holdings, LLC, a Delaware limited liability company (the "Parent" and together with TECT Aerospace, the "Seller"), and Wipro Givon USA, Inc., a Washington corporation (the "Purchaser").

RECITALS

WHEREAS, on April 5, 2021, the Seller commenced a voluntary case under chapter 11 (the "Chapter 11 Case") of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court");

WHEREAS, on May 8, 2021, the Seller filed the Motion for Entry of Orders (I)(A) Establishing Bidding Procedures for the Sale of the Debtors' Everett, WA Assets, (B) Authorizing Entry into the Stalking Horse Agreement and Granting Bid Protections, (C) Scheduling an Auction and Sale Hearing, (D) Approving the Form and Manner of Notice Thereof, (E) Approving Assumption and Assignment Procedures, and (F) Granting Related Relief, and (II)(A) Approving Sale of the Debtors' Everett, WA Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances, (B) Approving Assumption and Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Related Relief [Dkt. No. 152] (the "Sale Motion") seeking approval of the sale of Seller's Everett, WA assets pursuant to the terms of the Asset Purchase Agreement, dated as of May 7, 2021, among the Sellers and the Purchaser attached to the Sale Motion as Exhibit B (the "Purchase Agreement"); and

WHEREAS, the Sellers and the Purchaser desire to amend the Purchase Agreement in accordance with Section 11.8 of the Purchase Agreement to amend certain provisions thereof, as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Defined Terms. Capitalized terms used but not otherwise defined herein have the meanings given to them in the Purchase Agreement.

2. Amendment.

(a) Section 1.1 of the Purchase Agreement is hereby amended by amending and restating or adding in alphabetical order, as applicable, the following definitions:

"Affiliate" means, with respect to any specified Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person, including any director, manager or officer of any such Person.

"Third Party Trade Creditor Avoidance Actions" means all claims and causes of actions under Chapter 5 of the Bankruptcy Code, to the extent related to the Business, including actions under one or more provisions of Sections 542, 543, 544, 545, 546, 547, 548, 549,

550, 551, and 553 of the Bankruptcy Code or under any other similar applicable federal, state or common law, against any trade creditors, service providers, or vendors to the Seller's bankruptcy estate or Debtor (each in their capacity as such) that are not Affiliates of or otherwise related to the Seller in any way.

"WARN Laws" means Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 21.01 et seq., and any other similar provision of any Law governing plant closings or mass layoffs.

(b) Section 2.1(a)(xiii) of the Purchase Agreement is hereby amended and restated as follows:

"xiii. any rights, demands, claims, credits, allowances, rebates, or rights of setoff (other than against the Seller, any of its Affiliates, or any other Person constituting an "insider" as defined in section 101(31) of the Bankruptcy Code) arising out of or relating to any of the Purchased Assets, including Third Party Trade Creditor Avoidance Actions; provided, that, the Purchaser covenants and agrees not to pursue, prosecute, assert or commence the Third Party Trade Creditor Avoidance Actions, provided, further, that, the Sellers shall not sell any Third Party Trade Creditor Avoidance Actions against Boeing and its Affiliates until the expiration of the Creditors' Committee's challenge rights set forth in the final debtor-in-possession financing order entered in the Bankruptcy Case;"

(c) Section 2.1(b)(viii) of the Purchase Agreement is hereby amended and restated as follows:

"viii. any and all assets, properties, rights and claims of any kind or nature, whether tangible or intangible, real, personal or mixed that relate to the Kansas Business, including the Shared Assets, or that relate to any director, manager or officer of the Seller or any of its Affiliates or any other Person constituting an "insider" as defined in Section 101(31) of the Bankruptcy Code;"

(d) Section 2.2(a)(i) of the Purchase Agreement is hereby amended and restated as follows:

"i. all Liabilities of the Seller (other than Environmental Liabilities) under the Assigned Contracts for the lease of real property (other than any such lease that is an Excluded Contract) and the other Assigned Contracts (other than any that is an Excluded Contract), in each case (A) for which all necessary consents or Bankruptcy Court approval to transfer have been obtained and (B) all Determined Cure Costs have been determined, it being understood and agreed that all such Determined Cure Costs shall be paid by Seller or the Purchaser, as applicable, in accordance with Section 2.4(b) and Section 2.7, other than claims for breach, non-performance, warranty, product liability, set off, rebate, or any other Liabilities, in each case, arising from such Assigned Contracts with respect to the time period prior to Closing, unless and to the extent included as an Assumed Accounts Payable; provided that Liabilities arising with respect to any product delivered by the Purchaser to a customer after the Closing under an Assigned Contract shall be Assumed Liabilities;"

(e) Section 2.2(a)(ii) of the Purchase Agreement is hereby amended and restated as follows:

"ii. all Liabilities in respect of Permits (other than any that is an Excluded Asset), in each case, arising and relating solely to the period from and after the Closing and not to the extent arising out of any breach or default thereof or other activities of Seller or any other Person in respect of any period prior to the Closing unless and to the extent included as an Assumed Accounts Payable, provided, however, if there is a Liability associated with any Permits that arises prior to the Closing and such Liability is not an Assumed Accounts Payable, Seller may exclude such Permit from the Purchased Assets without incurring any Liability to the Purchaser under this Agreement or effecting the Closing of the Transactions by providing written notice to Purchaser prior to the Closing of any such Permits becoming Excluded Assets under this Agreement;"

(f) A new Section 2.2(a)(vii) is added to the Purchase Agreement as follows:

"vii. each of those Liabilities expressed in this Agreement as being assumed by the Purchaser."

(g) Section 5.1(a) of the Purchase Agreement is hereby amended and restated as follows:

"(a) Subject to the second sentence of Section 5.1(d), at any time and from time to time on or before three (3) Business Days prior to the Closing Date, the Purchaser may, by written notice to the Seller, elect to exclude from the Transactions and the Assigned Contracts any one or more of the Contracts that would otherwise be Purchased Assets and any one or more of the Permits. Any Contract or Permit designated in such a notice pursuant to the preceding sentence or designated as an "Excluded Contract" pursuant to the second sentence of Section 5.1(d) (each such designated Contract or Permit, an "Excluded Contract and Permit", and collectively, the "Excluded Contracts and Permits") shall no longer be an Assigned Contract or a Permit to be assigned to the Purchaser hereunder. There shall be no adjustment to the Purchase Price as a result of the Purchaser's election to exclude any one or more of the Contracts or Permits from the Transactions pursuant to this Section 5.1(a), provided, however, neither the Purchaser nor Seller shall be obligated to pay the Determined Cure Costs for any such Contract that becomes an Excluded Contract."

(h) Section 5.1(d) of the Purchase Agreement is hereby amended and restated as follows:

"The Seller shall have delivered to the Purchaser true and complete copies of the Material Contracts that are Assigned Contracts and Permits (including all amendments thereto and assignments thereof) that are being assigned to the Purchaser at the Closing or otherwise provided the Purchaser with access to such true and complete copies of such Assigned Contracts and such assigned Permits on or before the Closing Date. Notwithstanding any provision in this Agreement to the contrary, the Purchaser shall not be required to purchase, acquire or assume any Material Contract that is an Assigned Contract or any Material Permit (or any Liabilities thereunder) that will be assigned to the Purchaser hereunder at the Closing if a true and complete copy of which has not been made available by the Seller to the Purchaser in accordance with the preceding sentence, and the Purchaser may by written notice to the Seller no later than three (3) Business Days prior to the Closing Date, elect to make any Contract or Permit an Excluded Contract and Permit. Notwithstanding any provision in this Agreement to the contrary, from and after the date hereof through the Closing Date, the Seller will not reject or take any action (or fail to take any action that

would result in rejection by operation of law) to reject, repudiate or disclaim any Contract that solely relates to the Business without the prior written consent of the Purchaser."

(i) Section 10.1 of the Purchase Agreement is hereby amended and restated as follows:

"Non-Survival of Representations and Warranties. The representations, warranties, covenants and agreements (other than covenants and agreements that, by their terms, survive the Closing or the termination of this Agreement) in this Agreement shall terminate at the Closing, or upon termination of this Agreement pursuant to Section 9.1, and, following the Closing or the termination of this Agreement, as the case may be, no party shall make any claim whatsoever against another party to this Agreement for any breach of any such representation, warranty or covenant hereunder (all such claims being hereby waived by Seller and the Purchaser) or of this Agreement, or related to or arising out of the transactions between and among the parties to this Agreement contemplated by or provided for in this Agreement, subject to Section 9.2."

(j) Section 3.12(a)(ii)(15) of the Seller Disclosure Schedules attached to the Purchase Agreement is hereby amended and restated as follows:

"15. [Reserved]. "

3. Miscellaneous.

(a) Upon the effectiveness of this Amendment, each reference in the Purchase Agreement to "this Agreement," "hereunder," "hereof" or words of like import referring to the Purchase Agreement shall mean and be a reference to the Purchase Agreement as amended hereby.

(b) Except as specifically amended herein, the Purchase Agreement shall continue to be in full force and effect and is hereby in all respects ratified and confirmed, and the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any party under the Purchase Agreement.

(c) This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties.

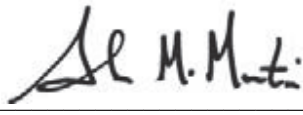
(d) This Amendment shall be governed by, and construed in accordance with, the law of the State of Delaware, without regard to the conflicts of law rules thereof.

[Remainder of Page Intentionally Left Blank; Signatures Follow.]

IN WITNESS WHEREOF, each of the parties has caused this Amendment to be executed as of the date first written above.

SELLER

TECT AEROSPACE HOLDINGS,
LLC

By: 
Name: Shaun Martin
Title: Chief Restructuring Officer

TECT AEROSPACE, LLC

By: 
Name: Shaun Martin
Title: Chief Restructuring Officer

PURCHASER

WIPRO GIVON USA, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties has caused this Amendment to be executed as of the date first written above.

SELLER

TECT AEROSPACE HOLDINGS,
LLC

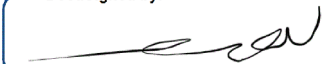
By: _____
Name:
Title:

TECT AEROSPACE, LLC

By: _____
Name:
Title:

PURCHASER

WIPRO GIVON USA, INC.

By:  _____
DocuSigned by:
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Name:
Title:

IN WITNESS WHEREOF, each of the parties has caused this Amendment to be executed as of the date first written above.

SELLER

TECT AEROSPACE HOLDINGS,
LLC

By: _____
Name:
Title:

TECT AEROSPACE, LLC

By: _____
Name:
Title:

PURCHAER

TECT AEROSPACE, LLC

By: _____
Name: Gonen Letzter
Title: Secretary & Treasurer

By:  _____
DocuSigned by:
53A2F1131689408...
Name: Ronen Givon
Title: Director