

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. 192, 256

**ORDER (I) APPROVING THE SALE OF THE DEBTORS' KANSAS 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 Kansas 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. 256] (the “**Bidding Procedures Order**”); and The Boeing Company and Central Kansas Aerospace Manufacturing, LLC (collectively, the “**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

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.



Asset Purchase Agreement, dated as of July 12, 2021, by and among the Buyer and certain of the Debtors, a copy of which is attached hereto as **Exhibit 1** (the “**Asset Purchase Agreement**”); and upon the Declarations of David Burns [D.I. 362] and Jean King [D.I. 363] in support of the Motion, the Sale, and entry of this Order, and the *Declaration of Buyer Representative Edward J. Neveril in Support of Good Faith Finding under Section 363(m)* [D.I. 357]; 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 Wichita Eagle*, 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 the 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 its 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 was not controlled by any agreement among bidders. All payments to be made or received by the Buyer in connection with the Sale and the Asset Purchase Agreement in connection with the Sale have been disclosed and are appropriate. The Asset Purchase Agreement was not entered into, and the Sale is 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, 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. Credit Bid. Pursuant to the Asset Purchase Agreement and Sections 363(b) and 363(k) of the Bankruptcy Code, in addition to the other consideration offered under the Asset Purchase Agreement, the Buyer credit bid an amount equal to the Credit Bid Amount (as defined in the Asset Purchase Agreement) (the “**Credit Bid**”). With respect to such Credit Bid, the Court finds and determines that:

1. The Credit Bid was valid and proper consideration under the Bidding Procedures Order;
2. There is no cause to limit the amount of the Credit Bid pursuant to Section 363(k) of the Bankruptcy Code;
3. Notwithstanding the reservation of rights by the Official Committee of Unsecured Creditors (the “**Committee**”) respecting validity and perfection of Boeing’s security interests in certain assets of the estates, sufficient amounts remain outstanding under the DIP Facility and the applicable Prepetition Loan Documents (each as defined in the final debtor-in-possession financing order (D.I. 174) (the “**Final DIP Order**”)) to justify the Credit Bid with fully perfected assets of the estates no longer subject to challenge under the Final DIP Order; and
4. In accordance with Section 363(k), the Debtors properly valued each dollar of the Credit Bid as equivalent to one dollar of cash, and such valuation was appropriate and represents a reasonable exercise of the Debtors’ business judgment.

O. Assumption and Assignment of Contracts. The assumption and assignment of the Contracts, and the designation of certain executory contracts and unexpired leases for future assumption, rejection, and/or assignment, 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 their ability to perform under the Contract after the closing of the Sale.

P. 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.

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

R. 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.

S. 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.

T. 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.

U. 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 and all transactions contemplated thereby are approved. The Debtors are authorized to enter into and perform their obligations under the Asset Purchase Agreement 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, 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 its 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 its 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 its 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 its 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. Except as required by applicable law, no Transferred Employee (as defined in the Asset Purchase Agreement) shall be entitled to severance from the Debtors.

15. 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 its 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. 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.

16. 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.

17. 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 except as otherwise provided herein the assumption and assignment of the Contracts shall be effective as of the Closing Date upon the payment of the Cure Costs.

18. 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.

19. 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 has been satisfied.

20. 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.

21. 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.

22. 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.

23. Any executory contracts and unexpired leases designated as "Designated Agreements" in the Asset Purchase Agreement shall remain in the Debtors' estates and shall not be assumed or rejected pending further Order of this Court. In accordance with the Asset Purchase Agreement, the Buyer shall continue to perform the Debtors' postpetition obligations under each

such Designated Agreement until it is either assumed or rejected in accordance with the provisions of Section 365 of the Bankruptcy Code.

24. 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 until a new license or permit is obtained.

25. 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.

26. 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.

27. 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.

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

29. 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.

30. 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.

31. 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.

32. The failure specifically to include or mention any particular provision of the Asset Purchase Agreement 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 be authorized and approved in its 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.

33. 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.

34. 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 and to take any and all actions permitted or required under those agreements in accordance with the terms and conditions thereof.

35. Validity of the Credit Bid. The Credit Bid constitutes a valid and duly authorized credit bid and is proper under the Bidding Procedures Order, Sections 363(b) and 363(k) of the Bankruptcy Code, the DIP Facility, the applicable Prepetition Loan Documents, and applicable law. At the Closing, obligations under the DIP Facility (as defined in the Final DIP Order) and the Prepetition Loan Documents shall, to the extent included within the Credit Bid, be deemed discharged against the Debtors and satisfied in full. Nothing in the Credit Bid or in this Order shall affect the provisions of the Final DIP Order, the Prepetition Loan Documents, or the DIP

Facility to the extent amounts remain outstanding under the Prepetition Loan Documents or the DIP Facility after such satisfaction through the Credit Bid.

36. Following the Closing and receipt of the Purchase Price, without further order of the Court, the cash proceeds of the Sale shall be distributed as follows: (i) \$500,000 to an escrow account on account of Wind-Down Funds (as defined in the Final DIP Order); and (ii) \$5,844,000 to an account for the Cure Cost Fund (as defined in the Asset Purchase Agreement). In addition, an amount equal to the Restructuring Transaction Fee (as defined in D.I. 142) earned by Imperial for the Sale shall be drawn under the DIP Facility and deposited into the Professional Fee Reserve Account (each as defined in the Final DIP Order), which shall remain in the Professional Fee Reserve Account pending further order of the Court.

37. 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.

38. 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.

39. 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.

40. Amendments to Final DIP Order and DIP Agreement. Effective upon entry of this Order, (i) the Final DIP Order is hereby amended so that sub-paragraph 9(vi) of the Final DIP

Order is stricken and replaced with “[reserved]” and (ii) the DIP Agreement (as defined in the Final DIP Order) is hereby amended so that sub-paragraph (c) of the definition of Maturity Date in Article I of the DIP Agreement is stricken and replaced with “[reserved]”.

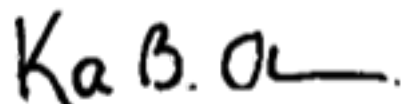
41. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), 7062, and any applicable Local Rules, this Order shall not be stayed and shall be effective and enforceable immediately upon entry. The provisions of this Order shall be self-executing. Time is of the essence in implementing the Asset Purchase Agreement 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.

42. 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 terms of this Order shall govern.

43. This Court shall retain exclusive jurisdiction to (a) interpret, implement and enforce the terms and provisions of this Order and the Asset Purchase Agreement, 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 and the Asset Purchase Agreement, 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.

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

Dated: July 13th, 2021
Wilmington, Delaware

Handwritten signature of Karen B. Owens in black ink.

KAREN B. OWENS
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Asset Purchase Agreement

EXECUTION VERSION**ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT is made and entered into as of July 12, 2021 (the "Execution Date"), by and among (i) TECT Aerospace Wellington Inc., a Kansas corporation ("Wellington"), (ii) TECT Hypervelocity, Inc., a Delaware corporation ("Park City"), (iii) TECT Aerospace, LLC, a Delaware limited liability company ("TECT Aero"), (iv) TECT Aerospace Holdings, LLC, a Delaware limited liability company ("Holdings" and with Wellington, Park City, and TECT Aero, the "Sellers" and each individually, a "Seller"), (v) TECT Aerospace Group Holdings, Inc., a Delaware corporation ("Group Holdings"), (vi) The Boeing Company, a Delaware corporation ("Parent"), and (vii) Central Kansas Aerospace Manufacturing, LLC, a Delaware limited liability company and a wholly-owned subsidiary of Parent (the "Buyer"). Wellington, Park City, TECT Aero, Holdings, Group Holdings, Parent and the Buyer are sometimes each referred to individually as a "Party," and collectively, as the "Parties."

RECITALS

A. The Sellers are engaged in the manufacture, assembly, design, distribution, sourcing, marketing and selling, as the case may be, of aircraft components and subcomponents.

B. On April 5, 2021 (the "Petition Date"), the Debtors filed with the Bankruptcy Court a voluntary petition for relief under Chapter 11 of the Bankruptcy Code, which case is designated as Case No. 21-10670 (the "Bankruptcy Case").

C. From the Petition Date, the Debtors have operated the Business and manage their respective properties as a debtor in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

D. On May 21, 2021, the Debtors filed their Motion for Entry of Orders (I) (A) Establishing Bidding Procedures for the Sale of the Debtors' Kansas Assets, (B) Scheduling an Auction and Sale Hearing, (C) Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Granting Related Relief, and (II) (A) Approving Sale of the Debtors' Kansas 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 (the "Bid Procedures and Sale Motion").

E. The Sellers desire to sell to the Buyer, and the Buyer desires to purchase from the Sellers, the Purchased Assets, and the Buyer agrees to pay to the Sellers the consideration set forth in this Agreement, including the assumption by Parent or the Buyer, as applicable, of the Assumed Liabilities, on the terms and conditions set forth in the Agreement and in accordance with Sections 105, 363, and 365 and other applicable provisions of the Bankruptcy Code (collectively, the "Transaction"). The consummation of the Transaction is subject to satisfaction of the terms and conditions of this Agreement and Court Approval.

F. Parent or the Buyer, in partial consideration of the Purchased Assets, may credit bid up to (100%) of the Existing Secured Claims, pursuant to Section 363(k) of the Bankruptcy Code, in and against the Purchased Assets in which it holds a valid, perfected, unavoidable priority lien (the "Credit Bid").

G. The Purchased Assets and the Assumed Liabilities include assets and liabilities of the Debtors which are to be purchased and assumed by the Buyer pursuant to an order of the Bankruptcy Court approving the Transaction (the "Sale Order") pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and applicable Bankruptcy Rules, which Sale Order shall, among other things, include the authorization for the assumption by the Debtor of certain executory contracts and the assignment of such executory contracts to the Buyer pursuant to Section 365 of the Bankruptcy Code, all in the manner and on the terms and subject to the conditions and other provisions set forth in this Agreement and in the Sale Order and in accordance with other applicable provisions of the Bankruptcy Code.

H. The Debtors believe, after consideration of the available alternatives, that a sale of the Purchased Assets to the Buyer is necessary to maximize value and is in the best interests of the Debtor and its Estate and creditors and other parties in interest.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the agreements, covenants, representations and warranties hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I. **DEFINITIONS; RULES OF CONSTRUCTION**

1.1 Definitions. As used in this Agreement, the terms identified on Exhibit A shall have the respective meanings set forth in Exhibit A. Other terms may be defined elsewhere in this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.

1.2 Rules of Construction. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References herein to Articles, Sections, subsections, Schedules, Exhibits and the like are to Articles, Sections and subsections of, or Schedules or Exhibits attached to, this Agreement unless otherwise expressly provided. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." Unless the context in which used herein otherwise clearly requires, "or" has the inclusive meaning represented by the phrase "and/or." Defined terms and the number of all words herein include in the singular number the plural and in the plural number the singular. References herein to "days" are to calendar days unless otherwise indicated as a "Business Day." 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. References herein to "will" shall be construed to have the same meaning and effect as the word "shall." The words "shall," "will," or "agree(s)" are mandatory, and "may" is permissive. 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. Accounting terms which are not otherwise defined in this Agreement have the meanings given to them under GAAP consistently applied. To the extent that the definition of an accounting term defined in this Agreement is inconsistent with the meaning of such term under GAAP, the

definition set forth in this Agreement will control. References to a Person are also to the Person's heirs, executors, administrators, personal representatives, successors and permitted assigns, as applicable. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof, except where otherwise explicitly provided. Reference to any Law means as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect on the determination date, including rules and regulations promulgated thereunder. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter. The divisions of this Agreement into articles, sections and subsections and the table of contents and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement. Any statement in this Agreement that the Sellers have "made available to" or "provided to" Parent, or similar phrases (other than "delivered to"), or any obligation in this Agreement for the Sellers to "make available" or "provide to" or any similar obligation (other than "deliver to") to Parent shall only be deemed fulfilled by the Sellers through the posting of the applicable documents to the "Summit" folder in that certain due diligence data room at <https://americas.datasite.com> maintained by the Sellers that Parent has access to before 5:00 p.m. Eastern time on the date that is three (3) Business Days prior to the date hereof (and which materials remained available to Parent at all times from the date of posting through Closing in such due diligence data room).

ARTICLE II.

THE PURCHASE AND SALE

2.1 Purchased Assets. On the terms and subject to the conditions and other provisions of this Agreement, the Bid Procedures and Sale Motion, and the Sale Order, and subject to Court Approval, at the Closing, the Sellers shall, and Group Holdings shall cause each Seller to, sell, convey, transfer, assign, and deliver to the Buyer, and the Buyer shall purchase from the Sellers, all of the Sellers' right, title and interest, as of the Closing Date, in and to any and all 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 any Seller, whether now existing or hereinafter acquired, which are used in or held for use in, or which are necessary or useful 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"), including the following assets, properties, rights and claims, in each case, free and clear of any and all Liens to the maximum extent permitted under the Bankruptcy Code:

- (a) all Inventory;
- (b) all Tangible Personal Property;
- (c) all Accounts Receivable;
- (d) all Deposits;
- (e) all books and records relating to the Purchased Assets, including Tax Records relating to the Purchased Assets and Tax Records of the Sellers;
- (f) all Intellectual Property, including the Transferred Intellectual Property;

- (g) the Assumed Contracts;
- (h) any and all actions, claims, demands, rights (including rights of recovery, rights of setoff and rights of recoupment), credits, allowances, rebates, defenses, counterclaims, proceedings, suits and causes of action of any value whatsoever, whether known or unknown, related to any Purchased Asset or any Assumed Liability, including the Affiliate Recharacterization Right to the extent that it is not an Excluded Asset;
- (i) to the extent transferable under applicable Law (including the Bankruptcy Code), all Permits issued to any Seller and used by or in connection with the Business;
- (j) all prepaid expenses;
- (k) to the extent transferrable under applicable Law (including the Bankruptcy Code), all rights under representations, warranties, guarantees, indemnities, undertakings, certificates, covenants, agreements, security and all similar rights against third parties to the extent related to any Purchased Assets or Assumed Liabilities;
- (l) all information regarding the past, current and prospective customers and suppliers (including any and all lists thereof (including contact information)), purchase and sale history, shipping records, correspondence, complaints, and any and all other data, reports, and information of any kind kept or maintained by or on behalf of the Sellers, pricing and cost information, and business and marketing plans and proposals;
- (m) all insurance proceeds and insurance awards that are paid in respect of losses incurred prior to the Closing in respect of any of the Purchased Assets which are not in respect of any Excluded Liabilities (net of any amounts actually paid by the Sellers prior to the Closing in respect of the losses giving rise to the insurance claims for which such insurance proceeds or insurance awards are paid);
- (n) books, records, ledgers, files, documents, correspondence, lists, plans, drawings and specifications, creative materials, sales collateral, advertising and promotional materials, studies, reports (including environmental and engineering reports), operating records, operating safety manuals, and other printed or written materials, including records related to inventory and maintenance of the Purchased Assets, whether in written or electronic form, other than employment records that may not be transferred pursuant to applicable Law;
- (o) to the extent transferable under applicable Law (including the Bankruptcy Code), all phone and fax numbers;
- (p) all goodwill and the going concern value associated with the Business; and
- (q) all claims and causes of actions under Chapter 5 of the Bankruptcy Code, 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 Estate or Debtor (each in their capacity as such) that are not Affiliates of or otherwise related to Stony Point Group, Inc. or any other Affiliates of the Sellers that are not members of the TECT Group in any way

(collectively, the "Third Party Trade Creditor Avoidance Actions"); provided that Parent and the Buyer covenant and agree 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 Parent 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.

If any asset, property, right or claim that would be a Purchased Asset if owned by a Seller is owned by any member of the TECT Group that is not a Seller, Group Holdings shall, at or prior to the Closing, cause such asset, property, right or claim to be transferred to a Seller and conveyed to the Buyer as a Purchased Asset hereunder.

2.2 Excluded Assets. Notwithstanding anything to the contrary contained in this Agreement, the Purchased Assets will not include, and neither Parent nor the Buyer shall purchase from the Sellers, any right, title and/or interest in the following assets of the Sellers (collectively, the "Excluded Assets"):

(a) cash and cash equivalents on hand, wherever located, including bank balances, bank accounts, investment securities and other short term and medium term investments, other than Deposits;

(b) any Contract that is not an Assumed Contract, including those Contracts that are set forth on Schedule 2.2(b) (the "Excluded Contracts");

(c) all Accounts Receivable other than those that represent obligations to the Sellers from Parent or its Affiliates or other parties in respect of the statements of work of Parent performed by the Business;

(d) all leasehold interests in Tangible Personal Property arising from Excluded Contracts;

(e) all Inventory other than Inventory related to (i) the statements of work of Parent performed by the Business or (ii) statements of work that are ultimately directly or indirectly supplied to Parent performed by the Business;

(f) all documents and other items related solely to the organization, existence or capitalization of the Sellers, 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;

(g) all employment records that may not be transferred pursuant to applicable Law and all employment records for Employees who are not Transferred Employees;

(h) all equity interests of any member of the TECT Group;

(i) all assets expressly included as "Purchased Assets" in the Everett Asset Purchase Agreement;

(j) any and all of a Seller's or the Estate's actions, claims, demands, rights, defenses, counterclaims, proceedings, suits and causes of action of any value whatsoever, whether known or unknown, in law, equity or otherwise, against any creditor or other Person, including (i) any and all claims and causes of action against any current or former director, officer or controlling Affiliate of any Seller based on an alleged breach of fiduciary duty by such director, officer or controlling Affiliate in his, her or its capacity as such and (ii) any and all claims and causes of actions under Chapter 5 of the Bankruptcy Code, 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, or for recharacterization of leases as secured transactions ("Affiliate Recharacterization Right") against Affiliates of or otherwise related to Stony Point Group, Inc. or any other Affiliates of the Sellers that are not members of the TECT Group in any way, and the proceeds or benefits thereof, but excluding (A) actions, claims, demands, rights, defenses, counterclaims, proceedings, suits and causes of action related to the assets, properties, business or operations of the Business, including the Purchased Assets or the Assumed Liabilities, arising out of transactions occurring on or prior to the Closing Date, other than to the extent related to the Excluded Assets or the Excluded Liabilities, (B) the Third Party Trade Creditor Avoidance Actions and (C) any claim or the Affiliate Recharacterization Right expressly released or settled in writing by a Seller with the express written consent of the Creditors' Committee and Parent, whether before or after the Closing, in which case, such released or settled claim or the Affiliate Recharacterization Right shall be automatically deemed a Purchased Asset;

(k) (i) all current and prior insurance policies of any Seller, including, for the avoidance of doubt, any director and officer insurance policies, and (ii) except as set forth in Section 2.1(m), all rights and benefits of any nature of the Sellers with respect thereto, including all rights to insurance proceeds and awards thereunder and rights to assert claims with respect to any such insurance proceeds and awards;

(l) all claims, rights, interests and proceeds with respect to refunds of Taxes of the Sellers for periods ending prior to the Closing Date and all rights to pursue appeals of the same;

(m) any personal property of any Employees of the Sellers;

(n) any Employee Benefit Plan and any assets related thereto;

(o) any and all rights of the Sellers under this Agreement and the Transaction Documents, including the right to the consideration to be delivered by the Buyer to the Sellers pursuant to this Agreement; and

(p) the assets and properties of the Sellers set forth on Schedule 2.2(p).

2.3 Assumed Liabilities. On the terms and subject to the conditions and other provisions of this Agreement, at and effective as of the Closing, the future payment, performance and discharge of (or, if otherwise stated in this Agreement, payment at the Closing of) only the following Liabilities, in accordance with their respective terms and subject to any defenses or claimed offsets asserted in good faith against the obligee to whom such liabilities or obligations are owed, shall be assumed by the Buyer or, with respect to clause (e) below, Parent (collectively, the "Assumed Liabilities");

(a) all Liabilities of the Sellers (other than Environmental Liabilities) under the Assumed Contracts for the lease of real property (other than any such lease that is an Excluded Contract) and the other Assumed Contracts (other than any that is an Excluded Contract), in each case (i) for which all necessary consents or Bankruptcy Court approval to transfer have been obtained and (ii) all Cure Amounts have been determined (it being understood and agreed that all such Cure Amounts shall be paid or waived in accordance with Section 7.1), other than claims for breach, non-performance, warranty, product liability, set off, rebate, or any other Liabilities, in each case, arising from such Assumed 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 Parent or the Buyer to a customer under an Assumed Contract after the Closing shall be Assumed Liabilities;

(b) all Liabilities of the Sellers 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 any 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, the Sellers may exclude such Permit from the Purchased Assets without incurring any Liability to Parent or the Buyer under this Agreement or effecting the Closing of the Transaction by providing written notice to Parent prior to the Closing of any such Permits becoming Excluded Assets under this Agreement;

(c) all Accounts Payable incurred by the Sellers after the Petition Date and prior to the Closing ("Assumed Accounts Payable");

(d) all Accounts Payable incurred by the Sellers prior to the Petition Date in respect of statements of work of Parent or statements of work that are ultimately directly or indirectly supplied to Parent;

(e) all Liabilities of the Sellers related to all Employees which Parent has expressly agreed to assume under Section 7.3; and

(f) all Liabilities set forth in Schedule 2.3(f).

2.4 Excluded Liabilities. Except with respect to the Assumed Liabilities, neither Parent nor the Buyer shall assume, agree to pay, perform or discharge, or otherwise have any responsibility, liability or obligation whatsoever for, any Liability of the Sellers or any Affiliate of the Sellers or relating to the Business or the Purchased Assets, of any kind or nature whatsoever, whether absolute, accrued, contingent or otherwise, liquidated or unliquidated, due or to become due, known or unknown, currently existing or hereafter arising, matured or unmatured, direct or indirect, and however arising, whether existing on the Closing Date or arising thereafter. The Liabilities not specifically assumed by the Buyer pursuant to Section 2.3 shall be referred to herein collectively as the "Excluded Liabilities." Without limiting the foregoing, neither Parent nor the Buyer shall be obligated to assume, pay, perform or discharge, and does not assume or agree to pay, perform or discharge, and hereby disclaims, all of the Excluded Liabilities, including all of the following Liabilities of the Sellers (or any of their respective predecessors or Affiliates):

- (a) all Excluded Taxes;
- (b) any Liabilities relating to or arising out of the Excluded Assets;
- (c) all Accounts Payable incurred by the Sellers before the Petition Date (other than any such Accounts Payable that are Assumed Accounts Payable), including, for the avoidance of doubt, any trade accounts payable for amounts the Business or any Seller owes to any member of the TECT Group, Stony Point Group, Inc., any Stony Point Group, Inc. Affiliates or any other Affiliates of the Sellers that are not members of the TECT Group;
- (d) any pre-Petition Date accrued expenses of the Sellers;
- (e) 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;
- (f) all Liabilities with respect to fees, costs and expenses incurred by any Seller (including all fees and expenses of their respective Representatives) in connection with the negotiation, preparation, approval or execution of this Agreement and the Transaction Documents and/or the consummation of the transactions contemplated by this Agreement, including the sale of the Purchased Assets pursuant hereto;
- (g) 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 5.5 of the Seller Disclosure Schedules;
- (h) 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 any Seller or any of their respective 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, except in each case as Parent or the Buyer has expressly agreed to assume under Section 7.3, (ii) each of the Employee Benefit Plans subject to Title IV of ERISA, all other Employee Benefit 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 any Seller or any of their respective Affiliates, or with respect to which any Seller or any of their respective Affiliates has any Liability, or (iii) workers' compensation claims against any Seller or any of their respective Subsidiaries that relate to the period ending on the Closing Date, irrespective of whether such claims are made prior to or after the Closing;
- (i) any Liabilities arising under Intercompany Loans and all promissory notes related thereto;
- (j) any Liabilities, including repayment obligations, in respect of any advances made by Parent to any Debtor, including any pre-Petition Date funding advances made directly to the Debtors or to suppliers of the Debtors on their behalf;

- (k) all Liabilities arising under the DIP Credit Agreement;
- (l) all Liabilities arising under the Credit Agreement;
- (m) payments received in connection with the CARES Act;
- (n) 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 of the Sellers or any of their Affiliates that relates to the period prior to the Closing;
- (o) any Liabilities arising from the operation of any successor liability Laws;
- (p) any violation of an applicable Law or Order prior to the Closing by any Seller, including any Environmental Law;
- (q) any Liabilities for personal injury claims or product recalls relating to the operation of the Business prior to the Closing; and
- (r) any Liability with respect to outstanding checks or other instruments issued by any Seller or any of their respective Affiliates.

2.5 Unobtained Consent Assets. If and to the extent that the sale, transfer or assignment of any Purchased Asset would be a violation of applicable Law or would require the consent of any Person not party to this Agreement, or a Government Entity, that has not been obtained as of the Closing (the "Unobtained Consent Assets"), then as of the Closing, this Agreement, to the extent permitted by applicable Law, shall constitute full and equitable assignment by the applicable Seller to the Buyer of all right, title and interest of such Seller in and to such Unobtained Consent Assets and the Buyer shall be deemed the applicable Seller's agent for purposes of completing, fulfilling and discharging all obligations of such Seller in respect of such Unobtained Consent Assets. No Seller nor any of its Affiliates shall be required to incur any expenses or Liabilities or provide any financial accommodation or to remain secondarily or contingently liable for any Assumed Liability to obtain such consent; provided, however, that for sixty (60) days following the Closing Date, each Seller shall, at the sole cost and expense of Parent and the Buyer, take all commercially reasonable steps and actions to provide the Buyer with the benefits of such Unobtained Consent Assets; and Parent and the Buyer shall take all necessary steps and actions to relieve the Sellers, and the Buyer shall relieve the Sellers, of the Assumed Liabilities under such Unobtained Consent Assets. No Seller or any of its Affiliates, nor Parent, the Buyer or any of their respective Affiliates, shall be required to pay any consideration or compromise any rights in order to remove any such legal impediments or obtain any such consent.

2.6 Bulk Sales Laws. Parent and the Buyer hereby acknowledge that the Sellers 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 the Buyer pursuant to this Agreement and waive compliance by the Sellers with the requirements and provisions thereof.

ARTICLE III.
PURCHASE PRICE

3.1 Purchase Price; Payment of Purchase Price.

(a) To effect the Credit Bid, immediately prior to the Closing, Parent shall be deemed to assign to the Buyer a portion of Existing Secured Claims equal to the Credit Bid Amount.

(b) At the Closing, in consideration for the Purchased Assets, the Buyer shall, in addition to the assumption of the Assumed Liabilities, (i) Credit Bid and release each Seller from the corresponding portion of the Existing Secured Claims, in an amount equal to \$13,500,000 (the "Credit Bid Amount"), pursuant to a release letter, in form and substance reasonably acceptable to the Sellers and the Buyer, (ii) pay cash by wire transfer to the Sellers in an amount equal to \$500,000 (the "Cash Payment") and (iii) pay cash by wire transfer to the Estate in an amount equal to \$5,844,000 (the "Cure Cost Fund" and, together with the Credit Bid Amount and the Cash Payment, the "Base Purchase Price") for purposes of satisfying (A) any cure costs payable pursuant to and in accordance with Section 7.1(d) and (B) any claims with respect to the Purchased Assets of the Sellers in which neither Parent nor the Buyer hold a perfected security interest. The amounts in clauses (i), (ii) and (iii) of the immediately preceding sentence, collectively with the assumption by the Buyer of the Assumed Liabilities from the Sellers, are referred to herein as the "Purchase Price." To the extent there are claims with respect to the Purchased Assets of the Sellers in which neither Parent nor the Buyer hold a perfected security interest, then any payments or reserves made in respect of such claims shall be satisfied from the Cure Cost Fund and reduce on a dollar-for-dollar basis the portion of the Cure Cost Fund available to satisfy any cure costs payable pursuant to and in accordance with Section 7.1(d).

(c) If this Agreement is terminated pursuant to and in accordance with (i) Section 9.1(b) (if and only if Parent's or the Buyer's failure to fulfill any obligation under this Agreement shall be the cause of the failure of the Closing Date to occur on or before the Outside Closing Date), or (ii) Section 9.1(c), then a portion of the DIP Claims equal to \$4,558,000 will be waived, and each Seller will be released from such amount, in each case, effective as of the date of such termination.

(d) If any portion of the Cure Cost Fund has not been disbursed pursuant to and in accordance with Section 7.1(d) on or before the entry of an Order of the Bankruptcy Court confirming the Plan, the remaining portion of the Cure Cost Fund will remain the property of the Estate.

3.2 Transfer Taxes. To the extent any Liability exists for any Transfer Taxes, including documentary stamp taxes, imposed in connection with the purchase and sale of the Purchased Assets and the Assumed Liabilities, Parent and the Buyer, on the one hand, and the Sellers, on the other hand, shall each bear one-half of such Transfer Taxes. The Party responsible under applicable Law for filing the Tax Returns with respect to Transfer Taxes (the "Preparing Party") shall prepare and timely file such Tax Returns and promptly provide a copy of such Tax Return to the other Party (the "Paying Party"). The Paying Party shall promptly remit one-half of the Transfer Taxes shown due on the Tax Returns to the Preparing Party. The Sellers, Parent and the Buyer shall cooperate to

timely prepare and file any Tax Returns or other filings relating to Transfer Taxes, including any claim for exemption or exclusion from the application or imposition of any Transfer Taxes.

3.3 Allocation of Purchase Price. The Sellers and the Buyer shall allocate the Purchase Price and other relevant amounts among the Purchased Assets. No later than thirty (30) days after the Closing Date, Parent shall deliver to the Sellers a proposed allocation of the Purchase Price and any other items that are treated as additional consideration for Tax purposes as of the Closing Date determined in a manner consistent with Section 1060 of the Code and the Treasury Regulations (the "Buyer's Allocation"). If the Sellers disagree with the Buyer's Allocation, the Sellers may, within thirty (30) days after delivery of the Buyer's Allocation, deliver a notice (the "Sellers' Allocation Notice") to Parent to such effect, specifying those items as to which the Sellers disagree in appropriate detail and setting forth the Sellers' proposed allocation. If the Sellers' Allocation Notice is duly delivered, the Sellers and Parent shall, during the twenty (20) days following such delivery, use commercially reasonable efforts to reach agreement on the disputed items or amounts in order to determine the allocation of the Purchase Price and any other items that are treated as additional consideration for Tax purposes. If the Sellers and Parent are unable to reach such agreement, they shall promptly thereafter cause the Accounting Firm to resolve any remaining disputes. Parent, on one hand, and the Sellers, on the other hand, shall each bear half of the fees and expenses of the Accounting Firm retained pursuant to this Section 3.3. The allocation, as prepared by Parent if no Sellers' Allocation Notice has been given, as adjusted pursuant to any agreement between the Sellers and Parent or as determined by the Accounting Firm in accordance with the immediately preceding sentence (the "Allocation"), shall be conclusive and binding on the Parties. None of the Sellers, Parent or the Buyer shall (nor shall any of them permit their respective Affiliates to) take any position inconsistent with the Allocation on any Tax Return or in any Tax Claim or Action, in each case, except to the extent otherwise required pursuant to a change in Law occurring after the date hereof, or an adverse determination of a Government Entity. The Allocation shall be appropriately adjusted to the extent necessary to reflect any adjustments to the Purchase Price for U.S. federal income tax purposes. Promptly after Sellers deliver to Parent any Sellers' Allocation Notice, Sellers shall deliver to legal counsel for the Creditors' Committee a copy of such Sellers' Allocation Notice. The allocation of the Purchase Price provided for in this Section 3.3 is solely for tax purposes and shall in no event affect the Creditors' Committee's or the Debtors' reserved for rights under Paragraph 28 of the Bid Procedures Order regarding the allocation of any Sale's (as defined in the Bid Procedures and Sale Motion) purchase price among specific Assets (as defined in the Bid Procedures and Sale Motion).

ARTICLE IV. CLOSING

4.1 Closing. The closing of the Transaction (the "Closing") shall occur as soon as reasonably practicable following the day upon which all of the conditions precedent to Closing set forth in Article VIII of this Agreement have been satisfied or waived (other than those conditions precedent which by their terms cannot be satisfied until the Closing but subject to the fulfillment or waiver of those conditions precedent); provided that, unless the Parties mutually determine that the Closing shall occur on another date, the Closing shall occur on the date that is fourteen (14) days after the entry of the Sale Order. The date on which the Closing occurs is referred to herein as the "Closing Date." The Closing shall take place remotely via the electronic exchange of signatures, documents and funds at a time and on a date mutually designated by the parties. The Closing shall

be effective as of the Effective Time for all purposes of this Agreement (including for tax and accounting purposes).

4.2 Closing Deliveries.

(a) At the Closing, the Sellers shall duly execute and/or deliver, or cause to be duly executed and/or delivered, in a form and substance reasonably acceptable to Parent, to Parent and the Buyer:

(i) a certificate, dated as of the Closing Date, and signed by the Chief Restructuring Officer or other duly authorized officer of each Seller as to the satisfaction by such Seller of the conditions in Section 8.1(a), Section 8.1(b), and Section 8.1(c) of this Agreement;

(ii) a bill of sale in the form attached hereto in Exhibit B (the "Bill of Sale") and duly executed by each Seller, transferring the Tangible Personal Property included in the Purchased Assets to the Buyer;

(iii) an assignment and assumption agreement in the form attached hereto in Exhibit C (the "Assignment and Assumption Agreement") and duly executed by each Seller, effecting the assignment to and assumption by the Buyer of the Purchased Assets and the Assumed Liabilities;

(iv) the Funding Statement; and

(v) a certified copy of the Sale Order.

(b) At the Closing, the Buyer shall duly execute and/or deliver, or cause to be duly executed and/or delivered, in a form and substance reasonably acceptable to the Sellers:

(i) a certificate, dated as of the Closing Date and signed by a duly authorized officer of the Buyer as to the satisfaction by Parent and the Buyer of the conditions in Section 8.2(a) and Section 8.2(b) of this Agreement;

(ii) the Assignment and Assumption Agreement;

(iii) the Funding Statement; and

(iv) the Employee List.

ARTICLE V.
REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Except as expressly set forth in the Disclosure Schedules attached to this Agreement pursuant to this Article V and incorporated by reference herein (the "Seller Disclosure Schedules"), as of the Execution Date and as of the Closing Date, the Sellers represent and warrant to Parent and the Buyer as follows:

5.1 Organization. Park City is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Delaware and Wellington is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Kansas. TECT Aero and Holdings are limited liability companies duly organized, validly existing and in good standing under the Laws of the State of Delaware. Each Seller has the requisite corporate or limited liability company power and authority to own, operate, license, lease, and use all properties and assets and to carry on its business as currently conducted, subject to the provisions of the Bankruptcy Code.

5.2 Authority; Binding Agreement. Each Seller has all requisite corporate or limited liability company power and authority, and has taken all corporate or limited liability action necessary, to execute, deliver and perform this Agreement and the Transaction Documents to which it is a party, to consummate the transactions contemplated herein and therein, and to perform its obligations hereunder and thereunder. The execution, delivery and performance by such Seller of this Agreement and the Transaction Documents to which it is a party and the consummation by such Seller of the transactions contemplated herein and therein have been duly authorized and approved by all requisite corporate or limited liability company action on the part of such Seller, none of which actions have been modified or rescinded and all of which remain in full force and effect. Except for Court Approval, no other proceedings on the part of such Seller are necessary to authorize the execution, delivery and performance by such Seller of this Agreement and the Transaction Documents to which it is a party and the consummation by such Seller of the transactions contemplated herein and therein. This Agreement and the Transaction Documents to which such Seller is a party have been, or upon execution thereof by the Sellers will be, duly executed and delivered by the Sellers and, assuming the due authorization, execution and delivery by Parent and the Buyer of this Agreement and the Transaction Documents to which Parent or the Buyer is a party, are, or will be, the legal, valid and binding obligations of such Seller and enforceable against such Seller in accordance with their respective terms, subject to Court Approval and except as enforcement may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting enforcement of creditors' rights generally, and (b) Laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

5.3 Noncontravention. Subject to Court Approval and the requirements of the Bankruptcy Case and except as set forth on Section 5.3 of the Seller Disclosure Schedule, the execution, delivery, and performance of this Agreement by the Sellers and the consummation of the Transaction by the Sellers: (a) do not require any approval, consent, permit or authorization of, filing or registration with, or notice to any Government Entity bearing on the validity of this Agreement which is required by Law, or the approval of any other third party, except to the extent any failure to so comply would not reasonably be expected to have a Material Adverse Effect; (b) will neither violate, conflict with, nor result in any breach, default (with or without notice or lapse of time or both) or contravention of, or result in the acceleration of, or create in any party the right to accelerate, terminate, modify or cancel any material Contract to which a Seller is party or by which a Seller is bound except to the extent any conflict, breach, default contravention, Lien, acceleration, termination or modification would not reasonably be expected to materially and adversely affect any Seller's ability to perform its obligations under this Agreement or give rise to any right of termination, cancellation or result in the acceleration of any obligation under any Assumed Contract; (c) will not violate any Laws of any Government Entity to which a Seller, the

Purchased Assets or the Assumed Liabilities may be subject, except to the extent any such violation would not reasonably be expected to have a Material Adverse Effect; (d) will not result in the creation or imposition of any Lien on or under any of the Purchased Assets (other than a Permitted Lien); or (e) will not violate, conflict with nor result in any breach of any provision of the Governance Documents of a Seller.

5.4 Tangible Personal Property; Title to and Condition of the Purchased Assets. Except as set forth on Section 5.4 of the Seller Disclosure Schedule, the Sellers own, lease or have the legal right to use all of the Purchased Assets and have good, valid and marketable title to (or in the case of leased Purchased Assets, valid leasehold interest in) all of the Purchased Assets, free and clear of all Liens, except Permitted Liens.

5.5 Litigation. Section 5.5 of the Seller Disclosure Schedules is an accurate list of all pending and, to the Sellers' Knowledge, threatened Actions (a) involving any Seller with respect to the Business, the Purchased Assets or the Assumed Liabilities, (b) involving the Business, the Purchased Assets or the Assumed Liabilities, (c) against any Seller or their respective directors and officers that would interfere with any terms and conditions of this Agreement, or (d) by any Seller against any third parties with respect to the Purchased Assets, the Assumed Liabilities or the Business, in each case, that, if adversely decided against any of the Sellers, would reasonably be expected to have a Material Adverse Effect.

5.6 Compliance with Laws; Permits. Except as set forth on Section 5.6 of the Seller Disclosure Schedules, the Sellers are in compliance with all Laws, except for possible violations which, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect. All Permits required to conduct the Business have been obtained (except where the failure to obtain such Permits would not reasonably be expected to have a Material Adverse Effect) and are in full force and effect, and the Sellers are not in default or violation of such Permits, except such defaults or violations as would not reasonably be expected to have a Material Adverse Effect.

5.7 No Brokers. Other than Imperial Capital, no investment banker, broker, finder or financial intermediary has been retained by or is authorized to act on behalf of any Seller or any of the Affiliates of any Seller, or is entitled to any brokerage fees, finder's fees or commissions based upon arrangements made by or on behalf of any Seller or any of the Affiliates of any Seller, in connection with the Transaction. The Sellers are solely responsible for the fees and expenses of Imperial Capital, which will be paid in accordance with the terms of the Sale Order.

5.8 Insurance. Set forth in Section 5.8 of the Seller Disclosure Schedules is an accurate and complete list of each insurance policy and insurance arrangement that covers the Purchased Assets or the Assumed Liabilities (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, and all premiums thereon have been paid. The Sellers are not aware of any pending notice of cancellation or non-renewal of any such Insurance Policies nor, to the Sellers' Knowledge, has the termination of any such Insurance Policies been threatened.

5.9 Environmental Matters. The representations and warranties contained in this Section 5.9 are the Sellers' only representations and warranties contained in this Agreement that

relate to environmental matters. Except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect:

(a) The Sellers possess and are in compliance in all material respects with all Environmental Permits necessary for the conduct of their business as presently conducted;

(b) Since the Sellers have leased the Transferred Leased Real Property, to the Sellers' Knowledge, there has been no Release at the Transferred Leased Real Property; and

(c) Since the Sellers have leased the Transferred Leased Real Property, to the Sellers' Knowledge, no Environmental Claims have been asserted against the Sellers, nor do the Sellers have knowledge or notice of any threatened or pending Environmental Claim against the Sellers with respect to the Transferred Leased Real Property.

5.10 Intellectual Property. The representations and warranties contained in this Section 5.10 are the Sellers' 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 5.10 of the Seller Disclosure Schedules sets forth a true, accurate 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 Sellers' rights thereto.

(ii) The Sellers are not violating, and since January 1, 2020 have 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, or Internet domain name dispute resolutions (collectively, "Suits") pending or, to the Sellers' Knowledge, threatened concerning any claim or position that the Sellers have violated any Intellectual Property rights with respect to the Transferred Intellectual Property.

(iii) The Sellers own or otherwise holds valid rights to use all Transferred Intellectual Property.

(iv) No Person other than the Sellers have 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. In the last three (3) years, no Seller has granted any options, licenses, assignments or agreements of any kind relating to (A) ownership of rights in Owned Intellectual Property that is Transferred Intellectual Property or (B) the marketing or distribution of Owned Intellectual Property that is Transferred Intellectual Property.

5.11 Real Property. The representations and warranties contained in this Section 5.11 are the Sellers' only representations and warranties contained in this Agreement that relate to real property.

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

(b) Section 5.11(b) of the Seller Disclosure Schedules lists the tenant, landlord and street address of each parcel of real property leased or subleased by the Sellers as lessee or sublessee, 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 Sellers have provided Parent true, accurate 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 Sellers in respect of the leases and subleases relating to the Leased Real Property.

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

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

5.12 Employee Benefit Matters.

(a) Section 5.12(a) of the Seller Disclosure Schedules lists all material Employee Benefit Plans, including, without limitation, any "employee pension benefit plan" as defined in Section 3(2) of ERISA and any "employee welfare benefit plan" as defined in Section 3(1) of ERISA, in each case, with respect to which the Sellers and their Subsidiaries have any obligation or liability, contingent or otherwise, with respect to current or former employees of the Sellers and their Subsidiaries. All Employee Benefit 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 5.12(a) of the Seller Disclosure Schedules.

(b) A summary description of each material Employee Benefit Plan has been provided to Parent. The following documents, if applicable, have been provided to Parent: (i) the most recent plan document, trust agreement and all amendments thereto, (ii) summary plan descriptions and all summaries of material modifications thereto, (iii) the most recent Forms 5500, (iv) the most recent actuarial valuation and (v) the most recent IRS determination or opinion letter.

(c) Each Employee Benefit Plan that is an employee pension benefit plan (other than a plan that is exempt from the requirements of Parts 2, 3 and 4 of Title I of ERISA), meets the requirements of a "qualified plan" under Section 401(a) of the Code and has received a favorable determination or opinion letter from the IRS, and, to the Sellers' Knowledge, nothing has occurred that could result in (i) the revocation of, of the Sellers' or any of their Subsidiaries' ability to rely on, such determination or opinion letter or in the qualification of such employee pension benefit plan or (ii) the imposition of any excise Tax under the Code.

(d) Each Employee Benefit Plan that is an employee welfare benefit plan meets the requirements of Part 6 of Subtitle B, Title I of ERISA, Code Section 4980B, the Health Insurance Portability and Accountability Act, the Patient Protection and Affordability Care Act, and other similar Laws, as applicable.

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

5.13 Taxes.

(a) The Sellers have timely filed or caused to be timely filed with the appropriate Tax 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, and all such Tax Returns were true, correct and complete in all material respects.

(b) All Taxes that are due and payable (i) with respect to Tax Returns described in Section 5.13(a) (whether or not shown due on such Tax Return), or (ii) pursuant to any written assessment received by a Seller from any Tax Authority prior to the date hereof in each case, have been paid or reserved against in accordance with GAAP.

(c) There are no Liens with respect to Taxes (other than Permitted Liens, Liens that will be released by the Sale Order, and Liens for Taxes not yet due and payable or Taxes that are being diligently contested and for which adequate reserves have been established in accordance with GAAP) upon the Purchased Assets.

(d) The Sellers have not entered into an agreement or arrangement with any Tax Authority with regard to Tax liabilities of the Purchased Assets or the Business for prior Tax years that would impose any payment obligations on Parent or the Buyer after the Closing Date.

(e) No Seller has made an election under Section 965(h) of the Code.

(f) None of the Sellers is a foreign person within the meaning of Section 1445 of the Tax Code and the Regulations thereunder.

(g) None of the Purchased Assets is a U.S. real property interest, as defined in Section 897(c) of the Code.

5.14 [INTENTIONALLY OMITTED].

5.15 Labor and Employment Matters.

(a) With respect to the Business, no Union has ever represented any of the Sellers' Employees and no collective bargaining agreement or similar labor agreement has been binding against Sellers. To the Sellers' Knowledge, there are no Union organizing activities or demands of any Union for recognition or certification pending or threatened against any Seller or any of their Subsidiaries, and there have been no such activities or demands for the past three (3)

years. No petition has been filed or proceedings instituted by an Employee or group of Employees with any labor relations board seeking recognition of a bargaining representative.

(b) There are no (i) strikes, work stoppages, work slowdowns or lockouts pending or, to the Sellers' Knowledge, threatened against or involving the Sellers or any of their Subsidiaries, or (ii) unfair labor practice charges, grievances or complaints pending or threatened by or on behalf of any employee or group of employees of the Sellers or any of their Subsidiaries.

(c) Except as set forth in Section 5.15(c) of the Seller Disclosure Schedules, (i) all Employees are employed at-will, (ii) the Sellers are not a party to any employment Contracts with any Employees, (iii) the Sellers are not a party to any loans, promissory notes, extensions of credit (other than for routine business expenses), or other similar Contracts with any current or former Employees, (iv) there are no employment Contracts that provide for severance, change in control payments, bonuses, equity, commissions, transaction payments, retention payments, parachute payments, accelerated vesting, or deferred compensation with any of the Employees or the Business. True, accurate and complete copies of any Contracts listed on Section 5.15(c) of the Seller Disclosure Schedules have been provided to Parent. All bonuses earned by any Employees during calendar year 2020 and all prior years have been paid in full.

(d) All Transferred Employees are legally authorized to work in the United States. The Sellers have properly completed all reporting and verification requirements pursuant to applicable law relating to immigration control for all Employees, including Form I-9, and has retained such materials, including Forms I-9, in accordance with applicable Law.

ARTICLE VI.

REPRESENTATIONS AND WARRANTIES OF PARENT AND THE BUYER

As of the Execution Date and as of the Closing Date, Parent and the Buyer represent and warrant to the Sellers the following:

6.1 Organization. Parent is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. The Buyer is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware. Each of Parent and the Buyer has the requisite corporate or limited liability company power and authority to own, operate, license, lease, and use all properties and assets and to carry on its business as currently conducted.

6.2 Authority; Binding Agreement. Each of Parent and the Buyer has all requisite corporate or limited liability company power and authority, and has taken all corporate or limited liability company action necessary, to execute, deliver and perform this Agreement and the Transaction Documents to which it is a party, to consummate the transactions contemplated herein and therein, and to perform its obligations hereunder and thereunder. The execution, delivery and performance by Parent and the Buyer of this Agreement and the Transaction Documents to which Parent or the Buyer is a party and the consummation by Parent and the Buyer of the transactions contemplated herein and therein have been duly authorized and approved by all requisite corporate or limited liability company action on the part of Parent or the Buyer, as applicable, none of which actions have been modified or rescinded and all of which remain in full force and effect. No other

proceedings on the part of Parent or the Buyer are necessary to authorize the execution, delivery and performance by Parent or the Buyer of this Agreement and the Transaction Documents to which Parent or the Buyer is a party and the consummation by Parent and the Buyer of the transactions contemplated herein and therein. This Agreement and the Transaction Documents to which Parent or the Buyer is a party have been, or upon execution thereof by Parent or the Buyer, as applicable, will be, duly executed and delivered by Parent or the Buyer, as applicable, and, assuming the due authorization, execution and delivery by the Sellers of this Agreement and the Transaction Documents to which the Sellers are party, are, or will be, the legal, valid and binding obligations of Parent or the Buyer, as applicable, and enforceable against Parent or the Buyer in accordance with their respective terms, except as enforcement may be limited by (a) applicable bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting enforcement of creditors' rights generally, and (b) Laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

6.3 Noncontravention. Subject to Court Approval, the requirements of the Bankruptcy Case and notice to the Directorate of Defense Trade Controls pursuant to the International Traffic in Arms Regulations, the execution, delivery, and performance of this Agreement by Parent and the Buyer and the consummation of the Transaction by Parent and the Buyer: (a) do not require any approval consent, permit or authorization of, filing or registration with, or notice to any Government Entity bearing on the validity of this Agreement which is required by Law, or the approval of any other third party; (b) will neither violate, conflict with, nor result in any breach, default (with or without notice or lapse of time or both) or contravention of, or result in the acceleration of, or create in any party the right to accelerate, terminate, modify or cancel any material contract to which Parent or the Buyer is a party or by which Parent or the Buyer is bound except to the extent any conflict, breach, default contravention, Lien, acceleration, termination or modification would not reasonably be expected to materially and adversely affect Parent's and the Buyer's ability to perform their respective obligations under this Agreement; (c) will not violate any Laws of any Government Entity to which Parent, the Buyer or any of their respective assets or properties may be subject; or (d) will not violate any provision of Governance Documents of Parent or the Buyer.

6.4 Litigation. As of the date hereof, there are no pending or, to Parent's or the Buyer's knowledge threatened, Actions involving Parent or the Buyer that, if adversely decided against Parent or the Buyer, would reasonably be expected to materially and adversely affect Parent's or the Buyer's ability to perform its obligations under this Agreement.

6.5 No Brokers. No investment banker, broker, finder or financial intermediary has been retained by or is authorized to act on behalf of Parent, the Buyer or any of their respective Affiliates, or is entitled to any brokerage fees, finder's fees or commissions based upon arrangements made by or on behalf of Parent, the Buyer or any of their respective Affiliates, in connection with the Transaction.

6.6 Financial Capability. Parent and the Buyer (a) have as of the date hereof, and on the Closing Date will have, sufficient funds available to pay the Purchase Price, including the Assumed Liabilities, and any expenses incurred by the Buyer in connection with the Transaction, (b) have as of the date hereof, and on the Closing Date will have, the resources and capabilities (financial or otherwise) to perform its obligations hereunder and the other Transaction Documents, and (c) have not incurred any obligation, commitment, restriction or Liability of any kind, which

would impair or adversely affect such resources and capabilities. After giving effect to this Agreement, the Buyer will be Solvent as of the Closing Date, assuming both (x) the satisfaction of the conditions precedent to the Buyer's obligations to effect this agreement and (y) the accuracy of the representations and warranties set out in this Article VI.

ARTICLE VII.

ADDITIONAL AGREEMENTS

7.1 Bankruptcy Matters.

(a) Unless waived or extended by Parent and the Buyer, the Sale Order shall be entered by the Bankruptcy Court by no later than ten (10) days following the Sale Hearing.

(b) The Debtors agree to assume in the Bankruptcy Case and assign to the Buyer any Contract that is designated by the Buyer to the Debtors on Schedule 7.1(b) attached to this Agreement (such Contracts, the "Assumed Contracts"). The Buyer shall assume all of the Assumed Contracts. The Buyer shall be responsible for and shall pay or, with respect to any Assumed Contracts to which Parent or any of its Affiliates is a party, waive all Cure Amounts in connection with the assumption and assignment of any Assumed Contract. Pursuant to Section 365 of the Bankruptcy Code and the Bid Procedures and Sale Motion, and as requested by parties to the Assumed Contracts and required by the Bankruptcy Court, the Buyer shall provide adequate assurance of future performance under and with respect to the Assumed Contracts. The Buyer shall be solely responsible for any fees and expenses the Buyer may incur in responding to any adequate assurance objections filed with the Bankruptcy Court. After the Closing Date, the Debtors shall be released from any further Liability under the Assumed Contracts as provided for under Section 365(k) of the Bankruptcy Code.

(c) At any time and from time to time on or before two (2) Business Days prior to the Closing Date, the Buyer may, by written notice to the Sellers, elect to exclude from the Transaction and the Assumed 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" shall no longer be an Assumed Contract or a Permit to be assigned to the Buyer hereunder. There shall be no adjustment to the Purchase Price as a result of the Buyer's election to exclude any one or more of the Contracts or Permits from the Transaction pursuant to this Section 7.1(c); provided, however, neither the Buyer nor the Sellers shall be obligated to pay the Cure Amounts for any such Contract that becomes an Excluded Contract.

(d) All Contracts other than Assumed Contracts shall be held by the Sellers and not rejected pursuant to Section 365 of the Bankruptcy Code (any such Contract, a "Designated Agreement") for the duration of the Contract Designation Right Period. As to Designated Agreements, the Sellers shall not seek to reject such contracts for a period of one hundred twenty (120) days following the Closing Date (the "Contract Designation Right Period"); provided that, with respect to any Designated Agreement that is a commercial real estate lease, the Contract Designation Right Period with respect to such Designated Agreement shall terminate on the date specified as the deadline for assumption or rejection of such Designated Agreement pursuant to Section 365(d)(4) of the Bankruptcy Code. As soon as practicable after receiving further written

notice(s) (each, an "Assumption Notice") from the Buyer during the Contract Designation Right Period requesting assumption and assignment of any Designated Agreement, the Sellers shall (i) provide written notice to the counterparty to such Designated Agreement (such counterparty, the "Designation Counterparty") of the Sellers' intent to assume and assign or reject such Designated Agreement, which notice shall, with respect to any Designated Agreement to be assumed and assigned, include (A) the proposed cure cost associated with such Designated Agreement, (B) information supplied by the Buyer intended to provide such Designation Counterparty with adequate assurance of future performance, and (C) the deadline to object to the assumption and assignment of such Designated Agreement, which deadline shall be no less than seven (7) days from service of such notice. Subject to (x) the Buyer demonstrating adequate assurance of future performance thereunder, which may be demonstrated by consent of the affected contractual party, and (y) unless the Designation Counterparty timely serves an objection upon the Buyer and the Sellers that relates to adequate assurance of future performance or a cure issue that could not have been raised in an objection to any Cure Notice prior to the Sale Hearing and pertains to matters arising after the Closing, the Seller shall take all actions reasonably necessary to seek to assume and assign to the Buyer pursuant to Section 365 of the Bankruptcy Code any Contract(s) set forth in an Assumption Notice, and any applicable cure cost shall be satisfied: (i) first, out of any remaining funds in the Cure Cost Fund; and (ii) if the applicable cure cost cannot be satisfied in full pursuant to the foregoing clause (i), any remaining amounts shall be paid by the Buyer. With respect to any Designated Agreement to be rejected following the applicable Contract Designation Right Period, the Sellers shall provide the Buyer prior written notice of such rejection at least three (3) Business Days prior to such rejection. The Sellers agree and acknowledge that the covenant set forth in this Section 7.1(d) shall survive the Closing. With respect to any Designated Agreement, the Buyer shall pay and be solely responsible for all costs arising from, relating to, or in connection with, the continuation by Sellers of such Designated Agreements for the period during the Contract Designation Right Period from the Closing Date up to and including the date on which such Designated Agreement is rejected pursuant to an order of the Bankruptcy Court. Notwithstanding anything in this Agreement to the contrary, on the date any Contract is assumed and assigned to the Buyer pursuant to this Section 7.1(d), such Contract shall be deemed an Assumed Contract for all purposes under this Agreement.

(e) The Parties agree that, in the event that the Buyer is not the Successful Bidder at the Auction, and the Alternate Transaction with the Successful Bidder does not close, then, if and only if (i) the Buyer is the Backup Bidder, and (ii) all of the conditions to the obligations of Parent and the Buyer set forth in Section 8.1 are satisfied (unless waived in writing by Parent), the Buyer shall promptly consummate the Transaction on the terms and subject to the conditions as set forth herein, including the Purchase Price as the same may be modified by the Buyer at the Auction.

7.2 Pre-Closing Covenants.

(a) Without limiting the other provisions of this Agreement, from and after the date hereof until the earlier of the Closing or the termination of this Agreement in accordance with its terms, each of the Parties shall use their commercially reasonable efforts (unless, with respect to any action, another standard of performance is expressly provided for herein) to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement and the

Transaction Documents on the terms set contained herein as promptly as practicable and in any event prior to the Outside Closing Date, including satisfaction (but not waiver) of the conditions to the Closing set forth in Article VIII.

(b) From and after the date hereof until the earlier of the Closing or the termination of this Agreement in accordance with its terms, except as otherwise contemplated by this Agreement, as otherwise contemplated by the Everett Sale Transaction, as authorized by an order of the Bankruptcy Court or to the extent Parent shall otherwise consent in writing, and subject to the requirements of the Bankruptcy Case, each Seller shall: (i) conduct the Business in the Ordinary Course; (ii) use commercially reasonable efforts to maintain and preserve intact the Business; (iii) use its commercially reasonable efforts to seek to enforce contractual obligations under the Assumed Contracts in accordance with their terms; and (iv) not engage in the following actions: (A) 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; (B) make any material changes to any method of accounting or accounting practice or policy used by such Seller as it relates to the Business, other than such changes required by GAAP; (C) fail to exercise any rights of renewal with respect to any Transferred Leased Real Property that by its terms would otherwise expire; (D) enter or agree to enter into any Contract which may be included in the Purchased Assets, or make or agree to make a material change or modification to any existing 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; (E) enter into any Contract regarding the license, sublicense, agreement or permission to use Intellectual Property, other than in the ordinary course of business; (F) enter into any Contract for the sublease of any of the Transferred Leased Real Property; (G) amend its Governance Documents or take any other action if any such amendment or action would have an adverse effect on the ability of such Seller to consummate the Transaction or otherwise adversely affect the Business or the value, utility or transferability of the Purchased Assets; (H) manage the current assets, current liabilities or operations of Business in a manner materially different than the Ordinary Course, 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; (I) alter the Business's standard procedures for placing and accepting purchase orders in the ordinary course of business; (J) 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; (K) 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; (L) make or modify any material Tax election; (M) 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; (N) enter into, amend or modify any transaction or Contract with any Affiliate, director, officer, manager, Employee or independent contractor of such Seller; (O) increase in any manner the salary, wages or other compensation or fringe benefits of any of such Seller's Employees, officers, directors or independent contractors; (P) pay, grant or increase any severance or termination benefit (except pursuant to written Contracts existing as of the date hereof and provided to the Buyer); (Q) establish, adopt, enter into or amend any Employee Benefit Plan or other arrangement; (R) pay, grant or increase any benefit not required under any Employee Benefit Plan in effect as of the date hereof; or (S) hire any Person as an Employee, or terminate or promote any Employee, except, in each case, as may be required to comply with applicable Law or a

Contract existing as of the date hereof and provided to the Buyer; or (T) take any other action that would require Bankruptcy Court approval unless such approval is obtained by the Bankruptcy Court.

(c) From and after the date hereof until the earlier of the Closing or the termination of this Agreement in accordance with its terms, subject to at all times to the Non-Disclosure Agreement (if any) and Section 7.5, except with respect to the Privileged Communications, the Sellers shall: (i) afford Representatives of Parent to have access, upon reasonable advance notice and in a manner so as not to interfere with the normal business operations of the Sellers, to all premises, properties, personnel (including employees), personnel files, books, records, and, subject to compliance with Schedule 7.2(c), Contracts of or pertaining to the Purchased Assets or the Assumed Liabilities, including, to the extent permitted by applicable Law, access to the employment status and terms of Employees, access (upon reasonable advance notice) to Sellers' facilities in order for Parent and its Representatives to conduct a cycle count inventory, a physical count of the inventory of the Business, access (upon reasonable advance notice) to the Business's Enterprise Resource Planning system from Epicor System and underlying data, ongoing access to information regarding the Business's inventory, accounts payable, accounts receivable, purchase orders placed with vendors, purchase orders placed by customers with the Business, and other pertinent current information regarding the Business's operations and financial performance; (ii) afford Representatives of Parent to have access, upon advance notice, to all customers, supplier vendors and partners of, and other third parties having business relationships with, the Sellers, including by facilitating meetings between Parent and such Persons, subject to such Persons agreeing to such access and meetings; and (iii) furnish to the respective authorized Representatives of Parent 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 Parent may from time to time reasonably request, including furnishing of responses or information to respond to an environmental questionnaire requested by Parent's environmental consultant engaged for the Transaction; provided, however, that, with respect to the foregoing clauses (i) and (iii), any such access or furnishing of information shall be (x) conditioned upon the Person receiving such access or information entering into a confidentiality agreement with the Sellers containing terms reasonably acceptable to the Sellers, (y) conducted during normal business hours, under the supervision of the Sellers' personnel and in such a manner as not to interfere with the normal operations of the Business, and (z) if requested by a Seller, a customary site access and indemnity agreement relating to Parent's access to the Leased Real Property. Parent hereby indemnifies the Sellers for any Liabilities of the Sellers, damages or losses of Sellers or Actions brought against the Sellers arising from Parent's exercise of its access rights under this Agreement.

(d) Each Party shall give prompt written notice to the other Parties of any event, occurrence, change, effect, development, circumstance, or condition hereafter arising or discovered, which would or would be reasonably expected to cause a breach of any of the representations and warranties set forth in Article V or Article VI, as the case may be. No such notice shall be deemed to prevent or cure any misrepresentation, breach of warranty or breach of covenant, or have any effect for the purpose of determining the satisfaction of the conditions to Closing set forth in Article VIII.

(e) The Parties shall each use their commercially reasonable efforts to promptly obtain all waivers, authorizations, notices to proceed, consents, orders and approvals of all Government Entity, officials and other Persons, make all required filings, applications and petitions with, and give all required notices to, the applicable Government Entities 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 other Transaction Documents 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 Transaction requires the consent of The Committee on Foreign Investment in the United States ("CFIUS"), Parent, at its sole cost and expense shall be responsible with obtaining such consent. Parent 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 ten (10) days after the date of this Agreement.

(f) Commencing on the date that the Sale Order has been approved by the Bankruptcy Court, the Sellers shall cooperate in good faith with Parent and the Buyer, in connection with Parent's and the Buyer's steps taken, including the filing of any required applications with Government Entity, as may be necessary (i) to effect the transfer of the Permits to the Buyer 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 Buyer to obtain, on or as soon as practicable after the Closing Date, any additional Permits (whether governmental, regulatory, or otherwise) as may be necessary for the lawful operation of the Business from and after the Closing Date.

(g) The Parties shall use their commercially reasonable efforts to obtain all necessary consents to transfer the Assumed Contracts that are to be transferred to the Buyer pursuant to this Agreement. The obligation to use commercially reasonable efforts shall not require any payment of money or other consideration by the Sellers unless Parent or the Buyer requests that a Seller make such a payment or provide such other consideration and Parent or the Buyer agrees to pay such Seller or provide such other consideration in advance for such payment and any associated costs. Complying with Section 7.1 of this Agreement and the entry of the Sale Order that authorizes the assumption and assignment of the Assumed Contracts (that do not become Excluded Contracts under this Agreement) shall satisfy Seller's obligations under this Section 7.2(g).

7.3 Employee Matters.

(a) Within three (3) Business Days of the date hereof, the Sellers shall deliver to Parent (i) a true, accurate and complete list of all Employees, identifying those Employees primarily assigned by the Sellers to the Business as of the date hereof, together with their respective (A) job titles, (B) locations of their employment, (C) the dates of hire, (D) rates of current annual compensation and (E) whether such Employees are represented by a union and, if represented by a union, which union (such list, the "Employee Census"), and (ii) a true, accurate and complete list of all Employees, identifying estimated accrued and unused vacation, sick days and personal days as of the opening of business on July 28, 2021 (or such other date as designated by the Parties in writing) for each Employee (the "Estimated PTO"). The Sellers shall provide Parent an updated Employee Census (the "Updated Employee Census") and an updated Estimated PTO (the

"Updated Estimated PTO") no later than fourteen (14) days prior to Closing to enable Parent to onboard each Transferred Employee as of the Closing Date.

(b) Parent shall make offers of employment to all of the Sellers' Employees who are employed by the Business as of the date of this Agreement and remain employed by the Business through the Closing Date, excluding any Employee who is not actively at work or who is on a leave of absence as of the Closing Date. Subject to the reasonable application of Parent's employment practices and compensation and benefits policies and procedures, the terms of such employment offered by Parent shall provide for compensation and benefits that are substantially comparable in the aggregate to the compensation and benefits (excluding any equity or equity-based compensation) being provided by the Seller as of the Closing (and subject to Section 7.2(b)). The Sellers' Employees who accept such offer of employment in writing are hereinafter referred to as the "Transferred Employees." The Sellers shall use commercially reasonable efforts to assist Parent in facilitating meetings between Parent and the Employees, to the extent requested by Parent. Prior to or at the Closing, Parent will provide the Sellers with a list of the Employees to whom Parent has made an offer of employment and a list of Employees that have accepted such offers (i.e., the Transferred Employees) (the "Employee List"). Effective as of the Closing Date, the Sellers will terminate the employment of all of the Transferred Employees (each such termination, a "Closing Related Employee Termination Event"). For each of the Transferred Employees, Parent and the Buyer shall assume all Liabilities for accrued and unused paid time off (including accrued and unused vacation, sick days and personal days) whether such paid time off accrued before or after the Closing, which Liabilities shall be limited to crediting such Transferred Employees as of the Closing Date with the number of accrued and unused vacation, sick days and personal days identified with respect to each Transferred Employee set forth in the list delivered to Parent pursuant to Section 8.1(f)(ii) (the "Assumed PTO Liability"). The Sellers shall retain all Liabilities for paid time off (including accrued and unused vacation, sick days and personal days) for each Employee that is not a Transferred Employee.

(c) The Sellers shall be responsible for and shall pay all compensation owed to Employees through their termination date, which with respect to Transferred Employees shall be through the period ending as of the Closing Date, including all salary, wage, bonus and overtime and, solely with respect to Employees that are not Transferred Employees, accrued and unused vacation, sick days and personal paid time off. Parent shall be responsible for and shall pay all compensation owed to Transferred Employees pursuant to their offers of employment for any pay period beginning and ending on or after the Closing Date. The Sellers will be solely liable for and indemnify Parent and the Buyer against all employment claims made by any of the Employees, including Transferred Employees, based on events or circumstances first occurring prior to the Closing (other than for the Assumed PTO Liability), including for workers' compensation claims arising out of the Worker Adjustment and Retraining Notification Act of 1988 or any similar applicable Law with respect to any "plant closing" or "may layoff" (the "WARN Laws"), and Parent will be solely liable for and indemnify the Sellers (and their directors and officers) against all such claims made by or on behalf of any of the Transferred Employees based on events or circumstances first occurring after the Effective Time or any Liability to the Sellers (or their directors or officers) relating to the Assumed PTO Liability or under the WARN Laws arising from or related to any Closing Related Employee Termination Event to the extent effected by the Sellers in accordance with this Agreement. The Sellers will be solely liable for and indemnify Parent and the Buyer against any claims by Employees, including Transferred Employees, for any

severance pay or benefits under any Employee Benefit Plan (other than the Assumed PTO Liability), based on events or circumstances first occurring prior to or as of the Closing Date (other than for a Closing Related Employee Termination Event), and Parent will be solely liable for and indemnify the Sellers against all such claims made by any of the Transferred Employees based on events or circumstances first occurring after the Effective Time. Parent, the Buyer and the Sellers each agree that except as required by applicable Law, a Closing Related Employee Termination Event shall not give any Transferred Employee any right to payment of any severance pay or benefits under any Employee Benefit Plan.

(d) As of 11:59.59 p.m. on the day before the Closing Date, all Transferred Employees shall cease active participation in all Employee Benefit Plans. Beginning as of the Closing Date, Parent will provide coverage to all Transferred Employees under employee benefit plans sponsored by Parent or its Subsidiaries or Affiliates, and made available in accordance with Sections 7.3(b) and (d), and subject to applicable Law ("Parent Plans"). Parent shall recognize, or shall cause the recognition of all continuous service of the Transferred Employees with the Sellers (or their Subsidiaries or Affiliates) reflected in the books and records of the Sellers (or their Subsidiaries or Affiliates), for eligibility, vesting and level of benefit purposes (but not for accrual purposes, except for severance plan purposes or with respect to the Assumed PTO Liability) under any Parent Plan in which the Transferred Employee will be eligible to participate as of and after the Closing Date. Any Seller may adopt a resolution terminating any and all such Seller's Employee Benefit Plans effective as of the Closing Date.

(e) Parent shall, or shall cause its Affiliates to, assume all obligations to provide continuation health care coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), to all Transferred Employees and their qualified beneficiaries who incur a qualifying event with respect to the Sellers' group health plans as a result of the Closing. Neither Parent nor the Buyer shall assume or have any liability or obligation for COBRA continuation health coverage for any Employee who is not a Transferred Employees and who incurs or incurred a qualifying event at any time, including any obligation with respect to any health claim incurred prior to, on or after the Closing Date.

(f) On or prior to the Closing, Parent shall establish a retention plan in an aggregate amount of not less than \$2,900,000 for the benefit of the Transferred Employees.

(g) Nothing in this Section 7.3, whether express or implied, shall (i) confer upon any Person any right to continue in the employ or service of Parent or the Buyer or interfere with or restrict in any way the rights of Parent, the Buyer, or their respective Subsidiaries or Affiliates, to discharge or terminate the services of any employee (including any Transferred Employee) at any time and for any reason, (ii) restrict Parent, the Buyer's, or their respective Subsidiaries' or Affiliates', right to amend, modify or terminate any benefit or compensation plan, program, agreement, contract, policy or arrangement, (iii) be deemed or construed to be an amendment or other modification or any benefit or compensation plan, program, agreement, contract, policy or arrangement, or (iv) give any Person other than the Parties, including any Employee or Transferred Employee, any rights or remedies including any third-party beneficiary rights.

7.4 Expenses. Regardless of whether the Transaction contemplated by this Agreement is consummated, and except as otherwise expressly provided in this Agreement, each of the Parties

shall pay all of its expenses relating to the Transaction contemplated by this Agreement, including the fees and expenses of its Representatives.

7.5 Publicity; Confidentiality. A Party may only issue a press release or make a public statement concerning this Agreement and the Transaction if such press release or public statement is made in form and substance, and at a time, to which all other Parties have consented after good faith consultation, subject to the Debtors' obligations arising in the Bankruptcy Case. Following the Closing, no Party shall unreasonably withhold its consent regarding the general announcement of the purchase and sale contemplated hereunder. Otherwise, no Party shall make any public disclosure concerning this Agreement, the Transaction, or the existence of and/or particulars of any negotiations related hereto, including the terms, conditions, consideration to be paid or other facts related to this Agreement, except to the extent that public disclosure is required by applicable Law or is otherwise made to a Government Entity or the Bankruptcy Court, in which case, to the extent practicable, the Parties will use commercially reasonable efforts to reach mutual agreement on disclosure language prior to making such disclosure. Parent and the Buyer will, and will cause their respective Representatives to, maintain in confidence all written information obtained from the Sellers or their Representatives in connection with this Agreement or the Transaction (the "Confidential Information"), unless the use or disclosure of such Confidential Information is reasonably necessary in connection with (a) obtaining any approval; (b) the Bankruptcy Case; (c) negotiations with the holders of a Seller's debt and other obligations (and each of the foregoing party's Representatives) and applicable Government Entities; (d) the negotiation of the terms of this Agreement or the Transaction; or (e) a valid court order. Notwithstanding the foregoing, the Debtors may disclose this Agreement and the Transaction as authorized and directed by the Bid Procedures and Sale Motion. Confidential Information shall not include information that is or becomes publicly known through no wrongful act of any Party.

7.6 Preservation and Access to Records After Closing.

(a) After the Closing, the Parties shall each keep and preserve in their original form all records of the Business existing as of the Closing, and which constitute a part of the Excluded Assets or the Purchased Assets, including any Tax Records, or, with respect to the Sellers, arranged to have such records kept and preserve on behalf of the Sellers; provided, however, the Sellers shall not be required to keep or preserve any records after the later of (i) twelve (12) months after the Closing Date or (ii) the date of entry of a final decree closing the Bankruptcy Case. Any such keeping and preservation shall be at each Party's own expense. For purposes of this Agreement, the term "records" includes all documents, electronic data and other compilations of information in any form. Other than in the case of an Action in which a court proceeding has been commenced between the Sellers (or any one of them) and Parent or the Buyer, Parent and/or the Buyer will allow the Sellers and their Representatives and the Creditors' Committee and their Representatives reasonable access, at reasonable times, upon reasonable notice, and in a manner so as not to interfere with the normal business operations of Parent or the Buyer, as applicable, to the records transferred to the Buyer at the Closing and to the Transferred Employees, which access may be for, among other things, any insurance claims, Actions or Tax claims against or governmental investigations of the Sellers or any of the Sellers' Affiliates, administering the Bankruptcy Case, including in connection with any motion or claim objection filed or to be filed by or against any of the Sellers or its Affiliates in the Bankruptcy Case or reconciling claims filed in the Bankruptcy Case, dissolving and winding up the Sellers, the

liquidation, sale or other disposition of any Excluded Assets and the closing of any bank accounts, the filing of Tax Returns, terminating and winding up of any Employee Benefit Plan, or in order to enable the Sellers to comply with its obligations under this Agreement and the other Transaction Documents.

(b) Notwithstanding Section 7.6(a), in the event the Sellers wish to destroy records subject to the preservation requirements of Section 7.6(a), the Sellers are entitled to destroy such records by (i) giving thirty (30) days prior written notice (the "Original Notice") to Parent and the Creditors' Committee, and Parent and the Buyer shall have the right at their option and their expense, upon prior written notice given to the Sellers and the Creditors' Committee within such thirty (30) day period, to take possession of the records within sixty (60) days after the date of the Original Notice, or (ii) seeking and obtaining an order of the Bankruptcy Court approving the destruction of such records and complying with such order of the Bankruptcy Court.

(c) No Party shall be obligated to provide any other Party with access to any records (including personnel files) pursuant to this Section 7.6 or Section 7.2(c) where such access would violate any Law or, after consultation with legal counsel of the Party who possesses such records, it is determined by such Party's legal counsel that providing access to such records would likely lead to the loss of any privilege provided to such Party or such records.

7.7 Cooperation on Tax Matters. Notwithstanding anything in the Article VII to the contrary, following the Closing, the Parties shall reasonably cooperate with each other and shall make available to one another, as reasonably requested and at the expense of the requesting party, and to any Tax Authority, any information which may be relevant to determining the amounts payable under this Agreement, and shall preserve all such information, records and documents (to the extent a part of the Purchased Assets delivered to the Buyer at the Closing) at least until the expiration of any applicable statute of limitations or extensions thereof. The Sellers shall be responsible for filing any and all Tax Returns and Tax documentation relating to the Business or the operations of a Seller relating to periods prior to the Closing Date.

7.8 Tax Effects. None of the Parties (nor such Parties' counsel or accountants) has made or is making any representations to any other Party (nor such Party's counsel or accountants) concerning any of the Tax effects of the Transaction provided for in this Agreement as each Party represents that each has obtained, or may obtain, independent Tax advice with respect thereto and upon which it, if so obtained, has solely relied.

7.9 Misdirected Assets. From and after the Closing, if any Seller or any of its respective Affiliates receives any right, property or asset that is a Purchased Asset, the applicable Seller shall promptly transfer or cause such of its Affiliates to transfer such right, property or asset (and shall promptly endorse and deliver any such asset that is received in the form of cash, checks or other documents) to the Buyer, and such asset will be deemed the property of the Buyer held in trust by such Seller for the Buyer until so transferred. From and after the Closing, if the Buyer or any of its Affiliates receives any right, property or asset that is an Excluded Asset, the Buyer shall promptly transfer or cause such of its Affiliates to transfer such asset (and shall promptly endorse and deliver any such right, property or asset that is received in the form of cash, checks, or other documents) to the applicable Seller, and such right, property or asset will be deemed the property of the applicable Seller held in trust by the Buyer for the applicable Seller until so transferred.

7.10 Release of Liens. To the extent that the Sale Order authorizes a 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 Lien, upon the written request of Parent received by the Sellers no later than five (5) Business Days before the Closing Date, the Sellers shall execute, deliver and/or file or authorize Parent and the Buyer to file such termination statements, lien releases, discharges, financing change statements or other documents, notices or other instruments as Parent may reasonably deem necessary to release Liens to the maximum extent permitted under the Bankruptcy Code on the Purchased Assets, to the extent it is authorized to do so absent the consent of the holder of the Lien.

7.11 Survival of Representations, Warranties and Covenants. Each Party acknowledges and agrees that all of the representations and warranties contained in Article V and Article VI shall expire as of the Closing and be of no further force or effect on and after the Closing. All covenants and agreements of the Parties shall survive the Closing in perpetuity or for the period explicitly specified herein.

7.12 As-Is Where-Is Sale; Sellers' Disclaimers. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY PARENT AND THE BUYER THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF THE SELLERS SET FORTH IN ARTICLE V OF THIS AGREEMENT, THE PURCHASED ASSETS ARE BEING SOLD BY THE SELLERS AND PURCHASED BY THE BUYER IN THEIR THEN PRESENT CONDITION AT THE CLOSING "AS IS" AND "WHERE IS," "WITHOUT RECOURSE," AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THAT THE SELLERS ARE NOT MAKING TO PARENT OR THE BUYER ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, AND PARENT AND THE BUYER ARE NOT RELYING ON ANY OTHER REPRESENTATIONS OR WARRANTIES FROM THE SELLERS OF ANY KIND, IN EACH CASE, EITHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING AS TO (A) THE VALUE, NATURE, LOCATION QUALITY, OR CONDITION OF THE PURCHASED ASSETS; (B) THE INCOME TO BE DERIVED FROM THE BUSINESS OR THE PURCHASED ASSETS OR THE OPERATIONS OR RESULTS OF OPERATIONS OR ECONOMIC FORECASTS OR PROJECTIONS CONCERNING EARNINGS OR PROFITS; (C) THE SUITABILITY OF THE PURCHASED ASSETS FOR ANY AND ALL ACTIVITIES AND USES; (D) THE COMPLIANCE OF OR BY THE PURCHASED ASSETS OR THE BUSINESS WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENT ENTITY; (E) THE HABITABILITY, SUITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY PURPOSE OF THE PURCHASED ASSETS; (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PURCHASED ASSETS; (G) THE PHYSICAL CONDITION OF THE PURCHASED ASSETS OR THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PURCHASED ASSETS; (H) THE ENFORCEABILITY OF ANY ASSUMED CONTRACT OR RIGHT OR PERMIT ASSIGNED

HEREUNDER; OR (I) ANY OTHER MATTER WITH RESPECT TO THE PURCHASED ASSETS.

THE BUYER AND THE PARENT HEREBY ACKNOWLEDGES THAT THE SELLERS WOULD NOT AGREE TO SELL THE PURCHASED ASSETS ON THE TERMS AND SUBJECT TO THE CONDITIONS THAT ARE SET FORTH IN THIS AGREEMENT IF THE BUYER AND PARENT DID NOT AGREE TO EACH AND EVERY PROVISION IN THIS SECTION 7.12. THE PROVISIONS OF THIS SECTION 7.12 SHALL SURVIVE THE EXPIRATION OR THE TERMINATION OF THIS AGREEMENT OR THE CLOSING (AS APPLICABLE).

7.13 *Limitation of Liability; Remedies.*

(a) *Maximum Liability.* NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT (BUT WITHOUT LIMITING ANY RIGHTS PROVIDED UNDER SECTION 9.3), EXCEPT IN THE CASE OF FRAUD OR THE BREACH OF ANY COVENANT OF THE SELLERS UNDER THIS AGREEMENT, IN NO EVENT SHALL SELLERS' AGGREGATE LIABILITY TO PARENT OR THE BUYER IN RESPECT OF A BREACH OF THIS AGREEMENT BY THE SELLERS, INCLUDING FOR A BREACH OF A REPRESENTATION AND WARRANTY, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OTHER LAWS OR OTHERWISE, EXCEED SELLERS' LIABILITY CAP.

(b) *Limitation of Damages.* Notwithstanding any other provision in this Agreement, except in the case of fraud, no Party shall be liable for exemplary or punitive damages hereunder, except to the extent that they form part of a third party claim against the Party seeking damages hereunder.

ARTICLE VIII.
CONDITIONS PRECEDENT

8.1 Conditions to the Obligations of Parent and the Buyer. The obligations of Parent and the Buyer to effect the Transaction are subject to the satisfaction, at or prior to the Closing, of the following conditions, unless waived in writing by Parent:

(a) (i) the representations and warranties of the Sellers set forth in Section 5.1, Section 5.2, Section 5.3(e) and Section 5.7 shall be true and correct as of the Execution Date and as of the Closing Date as if made at and as of the Closing Date (except for those representations and warranties which address matters only as of an earlier date in which case such representation or warranty shall have been true and correct as of such earlier date), and (ii) each of the other representations and warranties of the Sellers set forth in Article V (disregarding for these purposes, any exception in such representations and warranties relating to materiality or a Material Adverse Effect) shall be true and correct as of the Execution Date and as of the Closing Date as if made at and as of the Closing Date (except for those representations and warranties which address matters only as of an earlier date in which case such representation or warranty shall have been true and correct as of such earlier date), except where such failures to be true and correct would not reasonably be expected to have a Material Adverse Effect;

(b) the Sellers shall have performed and complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Sellers at or prior to the Closing;

(c) the Sellers shall have executed, as applicable, and delivered to Parent all of the documents and other items required to be delivered by the Sellers at the Closing pursuant to Section 4.2(a) of this Agreement;

(d) no Law shall be in effect that will, prevent consummation of the Transaction;

(e) the Court Approval shall have been obtained and be in full force and effect and the Sale Order shall have become a Final Order; and

(f) the Sellers shall have delivered to Parent, (i) at least fourteen (14) days prior to Closing, the Updated Employee Census and Updated Estimated PTO and (ii) a true, accurate and complete list of each Employee, identifying each Employee's accrued and unused vacation, sick days and personal days as of the opening of business on the Closing Date; and

(g) each Seller shall have delivered to Parent a certificate of non-foreign status reasonably acceptable to Parent and otherwise meeting the applicable requirements of Treasury Regulation Section 1.1445-2(b)(2).

8.2 Conditions to the Obligations of the Sellers. The obligations of the Sellers to effect the Transaction are subject to the satisfaction, at or prior to the Closing, of the following conditions, unless waived in writing by the Sellers:

(a) the representations and warranties of Parent and the Buyer set forth in Article VI (disregarding for these purposes, any exception in such representations and warranties relating to materiality or a Material Adverse Effect) shall be true and correct as of the Execution Date and as of the Closing Date as if made at and as of the Closing Date (except for those representations and warranties which address matters only as of an earlier date in which case such representation or warranty shall have been true and correct as of such earlier date), except where such failures to be true and correct would not reasonably be expected to materially and adversely affect Parent's and the Buyer's ability to perform their respective obligations under this Agreement;

(b) Parent and the Buyer shall have performed and complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Parent and the Buyer at or prior to the Closing, except for the payment of the Purchase Price and the payment or waiver of the Cure Amounts in accordance with Section 7.1, which shall each be performed in all respects;

(c) Parent or the Buyer, applicable, shall have executed, as applicable, and delivered to the Sellers all of the documents and other items required to be delivered by Parent and the Buyer at the Closing pursuant to Sections 4.2(b) of this Agreement;

(d) no Law shall be in effect that will, prevent consummation of the Transaction; and

(e) the Court Approval shall have been obtained and be in full force and effect and the Sale Order shall have become a Final Order.

ARTICLE IX.
TERMINATION AND SPECIFIC PERFORMANCE

9.1 Events of Termination. This Agreement may be terminated and the Transaction contemplated hereby may be abandoned at any time prior to the Closing:

- (a) by mutual written consent of the Parties;
- (b) by the Sellers or Parent, if the Closing Date shall not have occurred on or before December 31, 2021, (the "Outside Closing Date"); provided, however, that the right to terminate this Agreement under this Section 9.1(b) shall not be available to any Party whose failure to fulfill any obligation under this Agreement shall be the cause of the failure of the Closing Date to occur on or before the Outside Closing Date;
- (c) by the Sellers, if there has been a material breach of any covenant or condition or any representation or warranty of Parent or the Buyer and the Sellers have notified Parent of such breach in writing, and the breach has not been cured (if capable of being cured) within twenty (20) days after delivery of such notice (and if not capable of being cured, immediately);
- (d) by the Sellers or Parent, if there shall be any Law of any Government Entity that makes consummation of the Transaction illegal or otherwise prohibited or if any Order prohibiting the Transaction is entered and such Order shall have become final and non-appealable; or
- (e) by the Sellers or Parent, if any Person other than Parent or the Buyer is selected as the Successful Bidder for the Purchased Assets, and (i) neither Parent nor the Buyer is not required to be the Backup Bidder as provided for in this Agreement or the Bid Procedures and Sale Motion, or (ii) Parent or the Buyer is required to be the Backup Bidder as provided for in this Agreement or the Bid Procedures and Sale Motion but the Purchased Assets are sold to the Successful Bidder.

9.2 Effect of Termination. In the event that this Agreement shall be terminated pursuant to Section 9.1, all obligations of the Parties under this Agreement shall terminate without any Liability of any Party to any other Party hereunder except as provided in Section 3.1(c) and for those provisions that expressly survive the termination of this Agreement; provided, however, that no Party shall be released from Liability hereunder, subject to the express provisions of this Agreement (including the last sentence of this Section 9.2), if this Agreement is terminated and the Transaction abandoned by reason of (i) the failure of such Party to have performed its obligations hereunder, or (ii) any knowing misrepresentation made by such Party of any matter set forth herein.

9.3 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 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 and the matter in addition to any other remedy to which it may be entitled, at law or in equity.

ARTICLE X.

MISCELLANEOUS

10.1 Further Assurances. Each of the Parties hereby covenants that, from time to time after the Closing Date, at the other Party's request and without further consideration, it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, conveyances, transfers, assignments, powers of attorney and assurances as reasonably may be required more effectively to convey, transfer to and vest in the Buyer, and to put the Buyer in possession of, any of the Purchased Assets transferred or assigned hereunder and otherwise to carry out the purposes of this Agreement; provided, however, that, except as expressly set forth in this Agreement or any other Transaction Document, no Party shall be required to make any monetary expenditures, commence or participate in any Action before any Government Entity, or offer or grant any material accommodation (financial or otherwise) to any Person in connection with the obligations described in this Section 10.1. Notwithstanding the foregoing or any other provision contained in this Agreement, nothing in this Section 10.1 or this Agreement shall require any Seller to remain a validly existing entity beyond the date that is sixty (60) days following the Closing Date; provided, however, that such Seller shall provide Parent not less than thirty (30) days prior written notice before terminating or cancelling its existence under applicable state law and shall, during such thirty (30) day period, provide Parent and the Buyer with access to, and the opportunity to obtain copies of (at Parent and the Buyer's sole cost and expense), all records of the Business retained by such Seller. If the existence of any Seller is terminated or cancelled under applicable state law, such Seller shall be excused without any Liability whatsoever from performing, or causing to be performed, any action or obligation, or from complying with, or causing to be complied with, any terms or covenants set forth in this Agreement after the Closing Date.

10.2 Legal Fees and Costs. Except as otherwise provided in this Agreement, each Party shall bear and be responsible for any and all fees, costs and expenses incurred by such Party (including all fees and expenses of its Representatives) in connection with the negotiation and consummation of the transactions contemplated by this Agreement, including any and all agreements entered into before and contemporaneous with this Agreement.

10.3 Governing Law. The Parties agree that this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware without regard to conflict of laws principles.

10.4 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign this Agreement without the prior written consent of the other Parties, except that Parent and the

Buyer may assign all of their respective rights and obligations under this Agreement, in whole or in part, to one or more of their respective Affiliates, and each of the Sellers is hereby authorized to assign this Agreement or of any their rights or obligations hereunder to any Permitted Assigns without the consent of Parent or the Buyer, provided that in the event of such assignment prior to Closing, any such Permitted Assign is also assigned and holds the Purchased Assets to be conveyed by such Seller pursuant to this Agreement. No assignment of any obligations hereunder shall relieve the Parties of any such obligations. Upon any permitted assignment by Parent or the Buyer, as assignor, the references in this Agreement to Parent or the Buyer, as applicable shall also apply to the assignee of Parent's or the Buyer's, as applicable, rights or obligations unless the context otherwise requires. Upon any permitted assignment by any Seller, as assignor, the references in this Agreement to such Seller shall also apply to any assignee of such Seller's rights or obligations unless the context otherwise requires.

10.5 Waiver of Breach. The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or any other provision hereof. This Agreement may only be amended, or rights hereunder waived, by agreement in writing by the Party to be charged.

10.6 Notice. Any notice, request, demand, waiver, consent, approval, or other communication (collectively, a "Communication") that is required or permitted to be given to any Party under this Agreement will be valid only if it is in writing (whether or not this Agreement expressly provides for it to be in writing) and given to that Party by electronic mail transmission, hand delivery, overnight mail, or first-class, postage prepaid, United States mail at the mailing address or electronic mail address set forth below or to any other mailing address or electronic mail address as a Party designates by written notice given in the manner provided in this Section 10.6:

(a) If to any 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 (which shall not constitute notice):

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

(b) If to Parent or the Buyer:

The Boeing Company
100 N. Riverside Plaza
Chicago, IL 60606
Attention: Ed Neveril
Patrick Leffel
Email: edward.j.neveril@boeing.com
patrick.leffel@boeing.com

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

Perkins Coie LLP
1201 Third Avenue, Suite 4900
Seattle, WA 98103
Attention: Alan Smith
Justin Gonzales
Email: ADSmith@perkinscoie.com
JGonzales@perkinscoie.com

(c) If to the Creditors' Committee:

c/o Kilpatrick Townsend & Stockton LLP
The Grace Building
1114 Avenue of the Americas
New York, NY 10036-7703
Attention: David Posner
Gianfranco Finizio
Email: dposner@kilpatricktownsend.com
gfinizio@kilpatricktownsend.com

A Communication under this Agreement will be effective and deemed to have been given (i) one (1) Business Day after being sent by hand delivery or overnight mail, with confirmation of receipt, (ii) on the day on which it was delivered or transmitted by electronic mail transmission (or, if such day is not a Business Day or such Communication was delivered or transmitted after 5:00 p.m. Eastern time, on the next following Business Day), or (iii) five (5) Business Days following the date mailed when mailed by first-class, postage prepaid, United States mail. Each Party promptly shall notify the other Party of any change in its mailing address or electronic mail address for Communications. The delivery to a Party's legal counsel of a copy of a Communication will not constitute delivery of the Communication to the Party, unless so confirmed in writing by the Party's counsel.

10.7 Severability. In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event affect, prejudice, or disturb the validity of the remainder of this

Agreement, which shall be and remain in full force and effect, enforceable in accordance with its terms.

10.8 Third-Party Beneficiaries. Except as otherwise expressly provided in this Agreement, and the Creditors' Committee with respect to Section 7.6 the terms and provisions of this Agreement are intended solely for the benefit of the Parties and their respective permitted successors or assigns, and it is not the intention of the Parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other Person.

10.9 Entire Agreement; Amendment. This Agreement (together with all Schedules and Exhibits attached hereto and certificates and documents to be delivered in connection herewith) supersedes all previous contracts or understandings, including any offers, letters of intent, proposals or letters of understanding, and constitutes the entire agreement of whatsoever kind or nature existing between or among the Parties respecting the within subject matter, and no Party shall be entitled to benefits other than those specified herein. No changes in or amendments or additions to this Agreement shall be recognized unless and until made in writing and signed by all Parties hereto. The Schedules and Exhibits hereto constitute an integral and material part of this Agreement, are incorporated herein by reference, and shall be considered part of this Agreement for all purposes.

10.10 WAIVER OF JURY TRIAL. EACH PARTY HEREBY UNCONDITIONALLY KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OF THE TRANSACTION DOCUMENTS RELATED HERETO, ANY DEALINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT OR ANY RELATED TRANSACTION.

10.11 SUBMISSION TO JURISDICTION. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE BANKRUPTCY COURT AND ANY APPELLATE COURT ARISING THEREFROM, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE TRANSACTION OR ANY OF THE TRANSACTION DOCUMENTS ENTERED INTO IN CONNECTION HERewith OR FOR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS OR ACTION IN RESPECT OF ANY SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH COURTS. EACH OF THE PARTIES AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND BINDING ON SUCH PARTY. Notwithstanding the foregoing, if the Bankruptcy Case has closed or is not commenced, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the District of Delaware sitting in New Castle County or the courts of the State of Delaware sitting in New Castle County and any appellate court from any thereof, for the resolution of any such claim or dispute. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law. To the fullest extent permitted by applicable Law, each of the Parties hereby consents to process being

served by any Party in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 10.6.

10.12 Execution in Counterparts. For the convenience of the Parties, this Agreement may be executed in counterparts and by electronic or any other means permitted by applicable Law, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Signature and acknowledgement pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document. Facsimile or email transmissions of any executed original and/or retransmission of any executed facsimile or email transmission shall be deemed to be the same as the delivery of an executed original. At the request of either Party, the other Party hereto shall confirm facsimile or email transmissions by executing duplicate original documents and delivering the same to the requesting Party.

10.13 No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement and the Transaction Documents. Accordingly, in the event an ambiguity or question of intent or interpretation arises, this Agreement and the Transaction Documents shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provisions of this Agreement and the Transaction Documents.

10.14 Privileged Communications.

(a) Parties hereby acknowledge and agree that notwithstanding any provision of this Agreement, none of Parent, the Buyer or any of their respective 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, Parent and the Buyer hereby acknowledge and agree, upon and after the Closing: (i) none of Parent, the Buyer or any of their respective Affiliates shall be a holder of, or have any right, title or interest to the Privileged Communications, (ii) only the Sellers shall hold property rights in the Privileged Communications and shall have the right to waive or modify such property rights and (iii) the Sellers shall have no duty whatsoever to reveal or disclose any Privileged Communications to Parent, the Buyer or any of their respective Affiliates.

(b) To the extent that any Privileged Communications are disclosed or made available to Parent or the Buyer, 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) the Sellers shall have the right in their sole discretion and at any time to require the return and/or destruction of the Privileged Communications.

10.15 Seller Disclosure Schedules. Any Seller may, at its option, include in the Seller Disclosure Schedules items that are not material in order to avoid any misunderstanding, and such inclusion, or any references to Dollar amounts, shall not be deemed to be an acknowledgement or representation that such items are material, to establish any standard of materiality or to define

further the meaning of such terms for purposes of this Agreement. Information disclosed in one Section of the Seller Disclosure Schedules shall constitute a disclosure in any other Section of the Seller Disclosure Schedules to the extent its relevance to such other representation and warranty is reasonably apparent on its face based upon a plain reading of such exception, notwithstanding any reference to a specific Section.

[Signatures on Following Pages]

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date and year first above written by a duly authorized officer or representative of each Party.

SELLERS:

TECT Aerospace Wellington, Inc.

By: 

Name: Shaun Martin

Title: Chief Restructuring Officer

TECT Hypervelocity, Inc.

By: 

Name: Shaun Martin

Title: Chief Restructuring Officer

TECT Aerospace, LLC

By: 

Name: Shaun Martin

Title: Chief Restructuring Officer

TECT Aerospace Holdings, LLC

By: 

Name: Shaun Martin

Title: Chief Restructuring Officer

GROUP HOLDINGS:

TECT Aerospace Group Holdings, Inc.

By: 

Name: Shaun Martin

Title: Chief Restructuring Officer

PARENT:

The Boeing Company

By: Curtis W Ohland
Name: Curtis W. Ohland
Title: Sr. Director, Corporate Development

BUYER:

Central Kansas Aerospace Manufacturing, LLC

By: Curtis W Ohland
Name: Curtis W. Ohland
Title: Authorized Person

Exhibit A

DEFINITIONS

"Accounting Firm" means a nationally-recognized public accounting firm acceptable to the Sellers, on the one hand, and Parent, on the other hand, or if such firm is unavailable or unwilling to so serve, a mutually acceptable nationally recognized independent accounting firm. In the event the Sellers and Parent cannot agree on such firm within ten (10) Business Days, then the Sellers, on the one hand, and Parent, on the other hand, shall each select such a firm and such firms shall jointly select a third nationally recognized independent accounting firm to serve.

"Accounts Payable" means any and all trade accounts payable of the Business or a 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 Cure Amounts and trade accounts payable for amounts the Business or any Seller owes to any member of the TECT Group, Stony Point Group, Inc., any Stony Point Group, Inc. Affiliates or any other Affiliates of the Sellers that are not members of the TECT Group.

"Accounts Receivable" shall mean the accounts and notes receivable of the Business or a Seller as of any determination date hereunder, including receivables for bona fide products or services provided by the Business to a Seller or any Affiliate of a Seller in the ordinary course of business consistent with past practices, and any security, claim, remedy or other right related thereto.

"Action" means any written action, claim, proceeding, litigation, arbitration, mediation, suit, investigation or regulatory inquiry (whether civil, criminal, administrative or judicial), or any appeal therefrom or any material demand letter threatening the initiation of any of the foregoing, provided however, an "Action" does not include a Claim.

"Affiliate" means, with respect to any Person (other than the Debtor), (a) any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with such Person, (b) any other Person that, directly or indirectly, owns or controls, whether beneficially, or as trustee, guardian or other fiduciary, twenty percent (20%) or more of the equity interests having ordinary voting power in the election of directors of such Person, or (c) any other Person who is a director, officer, joint venturer, shareholder, member, or partner (i) of such Person, (ii) of any subsidiary of such Person, or (iii) of any Person described in clause (a) above. For the purposes of this definition, control of a Person shall mean the power (direct or indirect) to direct or cause the direction of the management and policies of such Person whether through ownership of voting securities, by contract or otherwise. When used in this Agreement as relating to the Debtor, the term "Affiliate" has the meaning ascribed to such term in Section 101(2) of the Bankruptcy Code.

"Affiliate Recharacterization Right" has the mean set forth in Section 2.2(j) of this Agreement.

"Agreement" means this Asset Purchase Agreement (including all Schedules and Exhibits to this Asset Purchase Agreement), as originally executed by the Parties and as this Asset Purchase

Agreement may be subsequently amended, restated, modified, or supplemented from time to time in accordance with its terms.

"Allocation" has the mean set forth in Section 3.3 of this Agreement.

"Alternate Transaction" means a transaction or series of related transactions pursuant to which the Sellers accept a bid for all or a substantial and material portion of the Purchased Assets or any group of assets that includes all or a substantial and material portion of the Purchased Assets, from a Person other than Parent, the Buyer or any of their respective Affiliates (or a group or joint venture that includes Parent, the Buyer or any of their respective Affiliates), as the highest or best offer, in accordance with the Bid Procedures and Sale Motion or otherwise, but does not mean the sale of goods or services of the Business conducted in the Ordinary Course.

"Assignment and Assumption Agreement" has the meaning set forth in Section 4.2(a)(iii) of this Agreement.

"Assumed Accounts Payable" has the meaning set forth in Section 2.3(c) of this Agreement.

"Assumed Contracts" has the meaning set forth in Section 7.1(b) of this Agreement.

"Assumed Liabilities" has the meaning set forth in Section 2.3 of this Agreement.

"Assumed PTO Liability" has the meaning set forth in Section 7.3(b) of this Agreement.

"Assumption Notice" has the mean set forth in Section 7.1(d) of this Agreement.

"Auction" has the meaning set forth in the Bid Procedures and Sale Motion.

"Backup Bidder" has the meaning set forth in the Bid Procedures and Sale Motion.

"Bankruptcy Case" has the meaning set forth in paragraph B of the Recitals of this Agreement.

"Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as in effect on the Petition Date, together with all amendments and modifications thereto that were subsequently made applicable to the Bankruptcy Case.

"Bankruptcy Court" means the United States Bankruptcy Court for the District of Delaware.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedure, as promulgated under Section 2075 of title 28 of the United States Code, and the Local Rules, as in effect on the Petition Date, together with all amendments and modifications thereto that were subsequently made applicable to the Bankruptcy Case.

"Base Purchase Price" has the meaning set forth in Section 3.1(b) of this Agreement.

"Bid Procedures and Sale Motion" has the meaning set forth in paragraph D of the Recitals of this Agreement.

"Bid Procedures Order" means the Order (I) Establishing Bidding Procedures For the Sale of the Debtors' Kansas Assets, (II) Scheduling an Auction and Sale Hearing, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving the Assumption and Assignment Procedures, and (V) Granting Related Relief, entered by the Bankruptcy Court on June 7, 2021, as Docket Item 256.

"Bill of Sale" has the meaning set forth in Section 4.2(a)(ii) of this Agreement.

"Business" means the business of the TECT Group, including the manufacture, assembly, design, distribution, sourcing, marketing and selling, as the case may be, of high-precision, complex components and assemblies, related to, useful or necessary for the conduct of the businesses at the Park City, Kansas facility and Wellington, Kansas facility.

"Business Day" means any day other than (a) a Saturday, a Sunday or a "legal holiday" (as "legal holiday" is defined in Bankruptcy Rule 9006(a)), or (b) a day on which commercial banks in Wilmington, Delaware are authorized or required to close by Law.

"Buyer" has the meaning set forth in the Preamble to this Agreement.

"Buyer's Allocation" has the mean set forth in Section 3.3 of this Agreement.

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

"Cash Payment" has the meaning set forth in Section 3.1(b) of this Agreement.

"CFIUS" has the meaning set forth in Section 7.2(e) of this Agreement.

"Claim" has the meaning ascribed to such term in Section 101(5) of the Bankruptcy Code.

"Closing" has the meaning set forth in Section 4.1 of this Agreement.

"Closing Date" has the meaning set forth in Section 4.1 of this Agreement.

"Closing Related Employee Termination Event" has the mean set forth in Section 7.3(b) of this Agreement.

"COBRA" has the mean set forth in Section 7.3(e) of this Agreement.

"Code" means the Internal Revenue Code of 1986.

"Communication" has the meaning set forth in Section 10.6 of this Agreement.

"Confidential Information" has the meaning set forth in Section 7.5 of this Agreement.

"Contract" means any written or oral agreement, arrangement, license, lease, mortgage, contract, note, bond, power of attorney, insurance policy, covenant, understanding, commitment, purchase order, sales order, franchise, guarantee, indemnity, indenture or instrument.

"Contract Designation Right Period" has the mean set forth in Section 7.1(d) of this Agreement.

"Court Approval" means the entry of the Sale Order by the Bankruptcy Court, together with all other orders of the Bankruptcy Court necessary to consummate the Transaction.

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

"Credit Agreement" means the Revolving Credit, Term Loan and Security Agreement among Park City, Wellington, TECT Aero, Holdings, TECT Aerospace Kansas Holdings, LLC, a Delaware limited liability company, the financial institutions party to the Credit Agreement as lenders, and PNC Bank, National Association, as agent for lenders, dated June 27, 2017, which has been assigned to Parent.

"Credit Bid" has the meaning set forth in paragraph F of the Recitals of this Agreement.

"Credit Bid Amount" has the meaning set forth in Section 3.1(b) of this Agreement.

"Creditors' Committee" means the Official Committee of Unsecured Creditors appointed in the Bankruptcy Case, as may be amended from time to time.

"Cure Amounts" means the amounts determined by a Final Order of the Bankruptcy Court to be necessary to cure all defaults and to pay all actual or pecuniary losses that have resulted from any such defaults on the part of any of the Debtors under any of the Assumed Contracts as required by Section 365(b)(1) of the Bankruptcy Code.

"Cure Cost Fund" has the meaning set forth in Section 3.1(b) of this Agreement.

"Cure Notice" means those certain statements filed with the Bankruptcy Court regarding the Sellers' potential assumption and assignment of Contracts and the related proposed Cure Amounts.

"Debtors" means each of the Sellers and "Debtor" means any of the Debtors.

"Deposits" means (i) escrow monies and funds held in trust; (ii) security deposits in the possession of landlords, utility companies or Government Entity, and (iii) customer prepayments, in each case to the extent primarily related to the Business.

"Designated Agreement" has the mean set forth in Section 7.1(d) of this Agreement.

"Designation Counterparty" has the mean set forth in Section 7.1(d) of this Agreement.

"DIP Claims" means any claims or obligations arising under the DIP Credit Agreement.

"DIP Credit Agreement" means that certain Superpriority Secured Debtor-In-Possession Credit Agreement, dated as of April 5, 2021, among TECT Aero, Park City, Wellington and Sun Country Holdings, LLC, a Delaware limited liability company, as borrowers, the guarantors party thereto, the DIP Lender, and Parent, as administrative agent.

"DIP Lender" means Parent, in its capacity as lender under the DIP Credit Agreement.

"Doc. No." means the number of the referenced document reflected on the Docket.

"Docket" means the docket in the Bankruptcy Case maintained by the Clerk of the Bankruptcy Court.

"Dollars" or "\$" means lawful currency of the United States of America.

"Effective Time" means 12:00 a.m. Eastern time on the Closing Date.

"Employee Benefit Plan" means every plan, fund, contract, program and arrangement (whether written or not) that is maintained or contributed to by a Seller (or any member of its "controlled group" as that term is used in Section 414(b) or (c) of the Code) for the benefit of current or former employees of such Seller (or any member of its "controlled group" as that term is used in Section 414(b) or (c) of the Code), including those intended to provide: (a) medical, surgical, health care, hospitalization, dental, vision, workers' compensation, life insurance, death, disability, legal services, severance, sickness or accident benefits (whether or not defined in Section 3(1) of ERISA); (b) pension, profit sharing, stock bonus, retirement, supplemental retirement or deferred compensation benefits (whether or not tax qualified and whether or not defined in Section 3(2) of ERISA); (c) bonus, incentive compensation, member interest option, member interest appreciation right, phantom member interest or member interest purchase benefits; or (d) salary continuation, unemployment, supplemental unemployment, termination pay, vacation, holiday benefits or material fringe benefits (whether or not defined in Section 3(3) of ERISA).

"Employee Census" has the mean set forth in Section 7.3(a) of this Agreement.

"Employee List" has the mean set forth in Section 7.3(b) of this Agreement.

"Employees" means the individuals presently or formerly employed by any of the Sellers performing job functions for the Business.

"Environmental Claim" means any and all 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 Government Entity 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 Transferred Leased Real Property or any other assets, properties or businesses of the Sellers or any of their respective predecessors in interest; or (b) any facilities receiving or handling Hazardous Materials generated by the Sellers.

"Environmental Laws" means all federal, state, local and foreign Laws, Permits, Orders or legally enforceable requirements of any Government Entity, and all final Orders 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, 42 U.S.C. 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; the Clean Water Act, 33 U.S.C. 1251 et seq.; the Occupational Safety and Health Act, 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 Sellers or the Business arising under Environmental Laws, or otherwise incurred as a result of any claim or demand by any Government Entity or any other Person, 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 Transferred Leased Real Property or any other assets, properties or businesses of the Sellers or any of their respective predecessors; (b) adjoining properties or businesses; or (c) any facilities which received Hazardous Materials generated by the Sellers or any of their respective predecessors in interest.

"Environmental Permits" means any Permit or identification number required under or issued pursuant to any applicable Environmental Law or otherwise required by any applicable Government Entity.

"ERISA" means the Employee Retirement Income Security Act of 1974.

"Estate" means the estate created for the Debtor by Section 541 of the Bankruptcy Code upon the commencement of the Bankruptcy Case.

"Estimated PTO" has the mean set forth in Section 7.3(a) of this Agreement.

"Everett Asset Purchase Agreement" means that certain Asset Purchase Agreement, dated as of May 7, 2021, among TECT Aero, Holdings and Wipro Givon USA, Inc., a Washington corporation.

"Everett Business" the business of TECT Aero and Holdings of manufacturing, assembling, designing, distributing, sourcing, marketing and selling, as the case may be, aircraft components and subcomponents at the Everett, Washington facility operated by or for the benefit of one or more members of the TECT Group.

"Everett Sale Transaction" means that certain negotiated transaction between TECT Aero, Holdings, and Wipro Givon USA, Inc., a Washington corporation, contemplated by the Everett Asset Purchase Agreement for purchase and sale of the Everett Business.

"Excluded Assets" has the meaning set forth in Section 2.2 of this Agreement.

"Excluded Contracts" has the meaning set forth in Section 2.2(b) of this Agreement.

"Excluded Liabilities" has the meaning set forth in Section 2.4 of this Agreement.

"Excluded Taxes" means (a) accrued and unpaid Taxes with respect to a Pre-Closing Tax Period and (b) Taxes attributable to Excluded Assets.

"Execution Date" has the meaning set forth in the Preamble to this Agreement.

"Existing Secured Claims" means, collectively, the DIP Claims and the Prepetition Claims.

"Final Order" means an Order (or any revision, modification, or amendment thereto) issued and entered by the Bankruptcy Court or by any state or other federal court that has jurisdiction over any proceeding in connection with the Bankruptcy Case for the purpose of such proceeding, which order, judgment, ruling, or other decree has not been reversed, vacated, stayed, modified, supplemented, or amended and as to which (a) no appeal, petition for review, reargument, rehearing, reconsideration, or certiorari has been taken and is pending and the time for the filing of any such appeal, petition for review, reargument, rehearing, reconsideration, or certiorari has expired, or (b) such appeal or petition has been heard and dismissed or resolved and the time to further appeal or petition has expired with no further appeal or petition pending.

"Funding Statement" means the closing settlement statement to be executed by the Parties on the Closing Date reflecting any amounts payable by or on behalf of the Sellers or the Buyer in connection with the Closing.

"GAAP" means United States generally accepted accounting principles, methods, standards and practices as may be approved by the Financial Accounting Standards Board or the Securities and Exchange Commission, in each case as of the date or period at issue, and consistently applied.

"Governance Documents" means, with respect to any entity, all documents (a) pursuant to which the legal existence of the entity is established, (b) that were adopted or approved by the owners, board of directors, partners, members, managers or other similar management authority of the entity and set forth provisions for the regulation and management of the entity's internal affairs, and (c) that are binding upon any owners of the entity and establish the governance, economic and/or other rights of such owners in their capacity as such.

"Government Entity" 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, including any "Governmental Unit" within the meaning of Section 101(41) of the Bankruptcy Code.

"Group Holdings" has the meaning set forth in the Preamble to this Agreement.

"Hazardous Materials" 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.

"Holdings" has the meaning set forth in the Preamble to this Agreement.

"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 a Seller; and (h) all liabilities and other obligations of others of the kind described in clauses (a) - (g) that are secured by a Lien on any properties or assets of a Seller.

"Insurance Policies" has the meaning set forth in Section 5.8 of this Agreement.

"Intellectual Property" means, interchangeably and collectively as the context requires: (a) patentable inventions, and all patents, and applications and registrations therefor, and invention disclosures, including continuations, divisionals, continuations-in-part, renewals and reissues; (b) trademarks, service marks, trade names, trade dress, designs, logos, emblems, signs or insignia, slogans, domain names and other similar designations of source or origin, including all applications and registrations for all of the foregoing, together with all goodwill symbolized by the foregoing, including all extensions, modifications and renewals of the same; (c) published and unpublished copyrights and copyrightable material, and registrations and applications therefor, and all renewals, extensions, restorations and reversions thereof relating to the Business; (d) trade secrets and other confidential information, know-how, customer lists, prospect lists, business plans, inventions, proprietary processes, formulae, algorithms, models and methodologies; (e) rights of publicity and privacy relating to the use of the names, likenesses, voices, signatures and biographical information of natural Persons; (f) all rights with respect to hardware, software, computer programs, computer program code (including source code and executable code), the algorithms underlying any computer program, documentation associated with any software, data and databases, to the extent not otherwise embodied in the foregoing clauses (a) - (e); (g) all moral rights and/or rights of attribution and/or integrity in any of the foregoing; (h) registrations and applications for any of the foregoing; (i) the right to sue for past infringement or unauthorized use of any of the foregoing; and (j) all other intellectual property.

"Intercompany Loans" means, with respect to a Seller, any intercompany Indebtedness related to the Business between such 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 such Seller.

"Inventory" means all inventory of the Business as of any determination date hereunder and all inventory of work in process, finished products, merchandise, shipments in transit, raw materials, samples, supplies, spare parts, stores, wrapping and packaging items of the Business, 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.

"Law" or "Laws" means all applicable federal, national, supranational, state, provincial, local, county, municipal and foreign laws (including common law), codes, constitutions, statutes, rules, regulations, guidelines, ordinances and policies, and all applicable orders, writs, judgments, arbitration awards, decrees, administrative or judicial promulgations, injunctions, rulings, determinations, agreements with, and rulings of or by any Government Entity.

"Leased Real Property" means the leasehold interests of the Sellers described in Section 5.11(b) of the Seller Disclosure Schedules, together with all fixtures, buildings and other structures, facilities or improvements currently or hereafter located, in each case, only to the extent provided for in any lease creating such leasehold interests.

"Liability" means any debt, liability, commitment or obligation of any kind, character or nature whatsoever, whether known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured, monetary or non-monetary, accrued, fixed, absolute, contingent or otherwise, and whether due or to become due, 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 Sellers are licensed or otherwise permitted by other Persons to use.

"Liens" means, with respect to any of the Purchased Assets, all mortgages, claims (including all Claims), leases, options, hypothecations or similar restrictions, liens, pledges, security interests, and charging orders and any other encumbrance that evidences or secures a debt or payment obligation, whether imposed by agreement, law or equity, or liens or encumbrances now existing or hereafter arising which would encumber such Purchased Asset arising under any agreement binding on a Seller or the Purchased Assets or arising from any act or omission of the Sellers or arising pursuant to any right, title or interest, and shall include "liens" as such term is defined in Section 101(37) of the Bankruptcy Code.

"Local Rules" means the Local Rules of the United States Bankruptcy Court for District of Delaware, as in effect on the Petition Date, together with all amendments and modifications thereto that were subsequently made applicable to the Bankruptcy Case.

"Material Adverse Effect" means any event, occurrence, fact, condition, change or effect that, individually or in the aggregate, has had or is reasonably likely to have a material adverse effect on (a) the ability of any Seller to perform its obligations hereunder and consummate the transactions contemplated by this Agreement and the Transaction Documents, (b) the business, operations, liabilities, properties, assets or condition (financial or otherwise) of the Business, including the Purchased Assets and the Assumed Liabilities, taken as a whole; provided, however, that in determining whether a Material Adverse Effect has occurred, there shall not be taken into account any effect resulting from (i) any change in economic or business conditions generally,

financial markets generally or in the industry or markets in which any Seller operates or is involved, 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, (ii) any change in general legal, regulatory or political conditions, including any commencement, continuation or escalation of war, material armed hostilities or terrorist activities or other material international or national calamity or act of terrorism directly or indirectly involving or affecting the United States, (iii) any changes in accounting rules or principles (or any interpretations thereof), including changes in GAAP, (iv) any change in any Laws, (v) the announcement of the execution of this Agreement or the Transaction Documents or the sale of the Business, the Everett Business, the Sellers or any of their respective Affiliates, or the pendency of or consummation of the Transaction, or any actions required to be taken hereunder or thereunder, (vi) 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, and (vii) the pendency of the Bankruptcy Case and any action approved by, or motion made before, the Bankruptcy Court, except in the case of the foregoing clauses (i), (ii), (iii), (iv) and (vi), to the extent such change, event, circumstance, development, state of facts, effect or occurrence has had or would reasonably be expected to have a materially disproportionate adverse effect on the business, operations, liabilities, properties, assets or condition (financial or otherwise) of the Business (including the Purchased Assets and the Assumed Liabilities), relative to other similarly situated participants in the principal industries in which the Sellers operate.

"Non-Disclosure Agreement" means any non-disclosure agreement, confidentiality agreement or similar confidentiality arrangement or obligation between any Seller or any Affiliates of the Sellers, on the one hand, and Parent, the Buyer or any Affiliates of Parent or the Buyer, on the other hand.

"Orders" means all judicial, quasi-judicial, administrative, quasi-administrative and arbitral judgments, orders, decisions, judgments, writs, injunctions, decrees, awards or other determinations of any Government Entity, including any Order entered by the Bankruptcy Court in the Bankruptcy Case (including the Sale Order).

"Ordinary Course" means the ordinary course of the business of the Sellers, consistent with past practice in nature, scope and magnitude, taking into account all limitations imposed by the Bankruptcy Code and the Bankruptcy Rules on the conduct and activities of the Sellers.

"Original Notice" has the meaning set forth in Section 7.6(b) of this Agreement.

"Outside Closing Date" has the meaning set forth in Section 9.1(b) of this Agreement.

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

"Parent" has the meaning set forth in the Preamble to this Agreement.

"Parent Plans" has the mean set forth in Section 7.3(d) of this Agreement.

"Park City" has the meaning set forth in the Preamble to this Agreement.

"Parties" and "Party" have the meanings set forth in the Preamble to this Agreement.

"Paying Party" has the meaning set forth in Section 3.2 of this Agreement.

"Permits" means permits, authorizations, approvals, decisions, zoning orders, registrations, licenses, filings, certificates, qualifications, variances, concessions, grants, franchises or similar rights.

"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 Bankruptcy Case whether under Chapter 11 or Chapter 7 of the Bankruptcy Code.

"Permitted Liens" means (a) any and all Liens for real estate Taxes, tangible personal property Taxes, assessments and other governmental charges for the calendar year in which the Closing occurs and subsequent years not yet due and payable and which are being contested in good faith and for which appropriate reserves have been established, (b) inchoate statutory, mechanics', laborers' and materialmen's Liens arising in the Ordinary Course, and (c) the Liens set forth on Schedule 1.1(b).

"Person" means any person, individual, sole proprietorship, corporation, association, partnership, limited liability company, joint venture, trust, organization, unincorporated organization, institution, joint stock company, business, government, governmental agency or political subdivision thereof, Government Entity, or any other entity or institution of any type whatsoever, including any "person" as such term is defined in Section 101(41) of the Bankruptcy Code.

"Petition Date" has the meaning set forth in paragraph B of the Recitals of this Agreement.

"Plan" means the Chapter 11 Plan of the Debtors in the Bankruptcy Case (including any plan supplement documents and any schedules and exhibits attached thereto), as may be amended or supplemented from time to time.

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

"Preparing Party" has the meaning set forth in Section 3.2 of this Agreement.

"Prepetition Claims" means any claims or obligations arising under the Credit Agreement.

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

"Purchase Price" has the meaning set forth in Section 3.1(b) of this Agreement.

"Purchased Assets" has the meaning set forth in Section 2.1 of this Agreement.

"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 postremedial operation and maintenance activities; or (d) any other actions authorized or required by any Environmental Law or Government Entity acting under authority of any Environmental Law.

"Representatives" means, with respect to any Person, the directors, officers, members, managers, partners, shareholders, employees, financial advisors, attorneys, accountants, consultants, agents and other authorized representatives of such Person.

"Sale Hearing" has the meaning set forth in the Bid Procedures and Sale Motion.

"Sale Order" has the meaning set forth in paragraph G of the Recitals of this Agreement. The Sale Order shall be in a form reasonably acceptable to the Debtors and Parent.

"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.

"Seller" and "Sellers" have the meanings set forth in the Preamble to this Agreement.

"Seller Disclosure Schedules" means the various Disclosure Schedules attached to this Agreement pursuant to Article V and incorporated by reference herein.

"Seller Engagements" means any matters for which any Seller has engaged Richards, Layton & Finger, P.A., Winter Harbor LLC or Imperial Capital, LLC in connection with a possible negotiated transaction involving any of the Sellers and a third party, whether such negotiated transaction occurs out-of-court or pursuant to a state or federal bankruptcy or insolvency proceeding, or any financing transaction.

"Sellers' Allocation Notice" has the mean set forth in Section 3.3 of this Agreement.

"Sellers' Knowledge" or "knowledge of the Sellers" means the actual knowledge of the individuals set forth on Schedule 1.1(c).

"Sellers' Liability Cap" means an amount not to exceed three percent (3.00%) of the Base Purchase Price.

"Solvent" means, in relation to a Person, that as of any date of determination, (a) the fair value of the assets of such Person will exceed its consolidated Liabilities, (b) the present fair

saleable value of the property of such Person will be greater than the amount that will be required to pay the probable aggregate amount of its Liabilities, as such Liabilities become absolute and mature, (c) such Person will not have unreasonably small capital with which to conduct the business in which it is engaged as such business is now conducted and is proposed to be conducted following such date and (d) such Person will not have incurred and does not intend to incur, or believes it will incur, any Liabilities that it does not believe that it will be able to pay (based on its assets and cash flow) as such Liabilities become due (whether at maturity or otherwise).

"Straddle Period" means any taxable period that begins on or before the Closing Date and ends after the Closing Date.

"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" means any Person who acquires all or substantially all of the Purchased Assets (in a single transaction or a series of transactions) or all or substantially all of the equity interests (in a single transaction or a series of transactions) of the Sellers or any of their successors by reason of having submitted the successful bid at the Auction in a manner consistent with and authorized by the Bid Procedures and Sale Motion, regardless of whether such Person has acquired such assets or limited liability company interests for investment, strategic operation, liquidation or other purpose.

"Suits" has the meaning set forth in Section 5.10(b)(ii) of this Agreement.

"Tangible Personal Property" means all furniture, fixtures, trade fixtures, leasehold improvements, equipment, machinery, tools, patterns, vehicles, office equipment and materials, supplies, molds, rolling stock, computers, printers, telephones and other tangible personal property which are used, or held for use, in a Business or by any Seller.

"Tax" or "Taxes" means (a) any and all taxes, assessments, charges, duties, fees, levies or other governmental charges (including interest, penalties or additions associated therewith), including income, franchise, alternative, minimum, add-on minimum, accumulated earnings, personal holding company, net worth, intangibles, capital stock, real property, personal property, tangible, estimated withholding, employment, payroll, social security, unemployment compensation, unemployment insurance, severance, environmental, workers compensation, excise, severance, disability, transfer, sales, use, franchise, excise, gross receipts, ad-valorem, value-added, transfer, franchise, profits, intangibles, goods and services, customs duties, conveyance, registration, documentary, recording, stamp, premium, inventory, escheat or unclaimed property and all other taxes of any kind imposed by any Tax Authority; (b) any item described in clause (a) for which a taxpayer is liable as a transferee or successor, by reason of the regulations under Section 1502 of the Code (or similar provisions of state, local, foreign or other Law), or by contract, indemnity or otherwise; and (c) any and all charges, interest or penalties,

finances, additions to tax or additional amounts imposed by any Tax Authority in connection with any item described in clauses (a) or (b); in all cases whether disputed or not, whether inchoate, accrued, invoiced, levied, or otherwise.

"Tax Authority" means any means any competent Government Entity, including any foreign or supranational authority or institution, which charges, imposes, administers, collects, enforces, judges any Tax or is responsible for any Tax in any jurisdiction.

"Tax Records" means any and all Tax Returns, Tax Return work papers, documentation relating to any Tax audits, disputes or contests, and any other books of account or records required to be maintained under applicable Tax Laws or under any record retention agreement with any Tax Authority.

"Tax Return" means any returns, reports, documents, declarations, claims for refund or other information or filings required to be supplied to any Government Entity 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 Aero" has the meaning set forth in the Preamble to this Agreement.

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

"Third Party Trade Creditor Avoidance Actions" has the meaning set forth in Section 2.1(q) of this Agreement.

"Transaction" has the meaning set forth in paragraph E of the Recitals of this Agreement.

"Transaction Documents" means the agreements, certificates, documents and instruments required to be delivered by the Parties pursuant to this Agreement.

"Transfer Taxes" means sales, use, transfer, ad valorem, recording, documentary, stamp, registration and other similar Taxes or fees in connection with the purchase and sale of the Purchased Assets.

"Transferred Employees" has the meaning set forth in Section 7.3(b) of this Agreement.

"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.

"Transferred Leased Real Property" means the leasehold interest in that portion of Leased Real Property which is a Purchased Asset pursuant to any lease for the Leased Real Property is an Assumed Contract.

"Union" means a labor union, trade union, works council or any other employee representative body.

"Unobtained Consent Assets" has the meaning set forth in Section 2.5 of this Agreement.

"Updated Employee Census" has the meaning set forth in Section 7.3(a) of this Agreement.

"Updated Estimated PTO" has the meaning set forth in Section 7.3(a) of this Agreement.

"WARN Laws" has the meaning set forth in Section 7.3(c) of this Agreement.

"Wellington" has the meaning set forth in the Preamble to this Agreement.

Exhibit B

FORM OF BILL OF SALE

BILL OF SALE

Pursuant to that certain Asset Purchase Agreement, dated as of July 12, 2021 (the "Purchase Agreement"), by and among (i) TECT Aerospace Wellington, Inc., a Kansas corporation ("Wellington"), (ii) TECT Hypervelocity, Inc., a Delaware corporation ("Park City"), (iii) TECT Aerospace, LLC, a Delaware limited liability company ("TECT Aero"), (iv) TECT Aerospace Holdings, LLC, a Delaware limited liability company ("Holdings," and with Wellington, Park City, and TECT Aero, the "Sellers" and each individually, a "Seller"), (v) The Boeing Company, a Delaware corporation, and (vi) Central Kansas Aerospace Manufacturing, LLC, a Delaware limited liability company (the "Buyer"), for and in consideration of the premises and mutual agreements contained in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, [INSERT APPLICABLE SELLER] hereby grants, sells, conveys, transfers, assigns, delivers unto, sets over and vests in the Buyer, upon the Closing, all of [INSERT APPLICABLE SELLER]'s right, title and interest (legal and equitable) in the [INSERT APPLICABLE PURCHASED ASSETS], free and clear of all Liens;

TO HAVE AND TO HOLD all and singular the [INSERT APPLICABLE PURCHASED ASSETS] for the Buyer's own use forever, and [INSERT APPLICABLE SELLER] warrants title to the [INSERT APPLICABLE PURCHASED ASSETS] unto the Buyer to the extent represented and warranted in the Purchase Agreement.

Except as otherwise defined herein, capitalized terms used in this Bill of Sale shall have the meanings ascribed to such terms in the Purchase Agreement.

This Bill of Sale is subject to all the terms and conditions of the Purchase Agreement. No provision of this Bill of Sale shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement or constitute a waiver or release by [INSERT APPLICABLE SELLER] or the Buyer of any liabilities imposed on such parties by the terms of the Purchase Agreement, including, without limitation, the representations and warranties contained therein, which shall not merge into but shall survive this Bill of Sale and continue in full force and effect for the applicable periods set forth in the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Bill of Sale and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

This instrument shall be binding upon [INSERT APPLICABLE SELLER] and its successors and assigns, and shall inure to the benefit of the Buyer and its successors and assigns.

This Bill of Sale shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.

This Bill of Sale may be executed in counterparts (delivery of which may occur via facsimile or electronic mail), each of which shall be binding as of the Effective Time, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this instrument to produce or account for more than one such counterpart.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, [INSERT APPLICABLE SELLER] has caused this Bill of Sale to be executed by its duly authorized officer on this __ day of _____, 2021.

SELLER:

[INSERT APPLICABLE SELLER]

By: _____
Name:
Title:

ACKNOWLEDGED AND ACCEPTED:

BUYER:

By: _____
Name:
Title:

Exhibit C

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2021, by and between _____, a _____ ("Buyer") and [INSERT APPLICABLE SELLER] ("Seller").

WHEREAS, Buyer and Seller, together with certain other parties, have entered into that certain Asset Purchase Agreement, dated as of July 12, 2021 (the "Purchase Agreement"), pursuant to which, among other things, Buyer is acquiring the Purchased Assets, on the terms and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to assign to Buyer and Buyer has agreed to assume from Seller the [INSERT APPLICABLE PURCHASED CONTRACTS], and Buyer has agreed to assume the [INSERT APPLICABLE ASSUMED LIABILITIES], in each case on the terms and subject to the conditions set forth in the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the agreements and covenants contained in the Purchase Agreement, and the agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

Capitalized Terms. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Purchase Agreement.

Assignment and Assumption. On the terms and subject to the conditions set forth in the Purchase Agreement, Seller hereby sells, transfers, assigns, conveys and delivers (collectively, the "Assignment") to Buyer all of Seller's right, title and interest in, to and under the [INSERT APPLICABLE PURCHASED ASSETS], including the [INSERT APPLICABLE PURCHASED CONTRACTS], free and clear of all Liens. On the terms and subject to the conditions set forth in the Purchase Agreement, Buyer hereby accepts the Assignment and assumes, effective as of the Closing, the [INSERT APPLICABLE ASSUMED LIABILITIES], and with respect to the [INSERT APPLICABLE PURCHASED CONTRACTS], only to the extent (i) such liabilities are for performance of the [INSERT APPLICABLE PURCHASED CONTRACTS] required to be performed after the Closing Date, (ii) such liabilities were incurred in the Ordinary Course, and (iii) such liabilities do not relate to any failure to perform, improper performance, warranty or other breach, default or violation by Seller on or prior to Closing.

Terms of the Purchase Agreement. Nothing contained herein shall itself change, amend, extend or alter the terms or conditions of the Purchase Agreement in any manner whatsoever. 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.

No Additional Remedies. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person other than the parties hereto, any remedy or claim under or by reason of this instrument or any terms, covenants or conditions hereof, and all the terms, covenants and conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of the parties hereto.

Binding Effect; Waiver. Subject to the terms of the Purchase Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No modification, amendment, waiver or termination of this Agreement shall be binding unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Governing Law. The terms of this Agreement shall be governed by, and interpreted and construed in accordance with the provisions of, the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provisions or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.

Counterparts; Electronic Transmission. This Agreement may be executed in separate counterparts, both of which, when so executed, shall constitute an original copy hereof. This Agreement may, upon execution by a party, be transmitted by electronic or facsimile transmission with the same effect as if such party had delivered an executed original counterpart of this Agreement.

Severability. In the event that any provision of this Agreement is held to be void or unenforceable by a court of competent jurisdiction, such finding shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect. Upon any such determination, the parties shall make such amendments to this Agreement as necessary to remove the invalid or unenforceable part of any such provision but otherwise achieve, to the maximum extent permissible, the economic, legal, and commercial intent and objectives of the original provision.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound hereby, has caused this Agreement to be signed in its name by the undersigned thereunto duly authorized, all as of the date first above written.

BUYER:

CENTRAL KANSAS AEROSPACE
MANUFACTURING, LLC

By: _____
Name:
Title:

SELLER:

[INSERT APPLICABLE SELLER]

By: _____
Name:
Title: