

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

DATE OF DEPOSIT

M-2025-3052793

JUL 26 2025

In re:

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Chapter 11

PA 2025-07-26 Houston Division
Secretary's Bureau

EVERSTREAM SOLUTIONS LLC, et al.,

Case No. 25-90144 (CML)

Debtors.¹

(Jointly Administered)

Re: Docket Nos. 57, 216, 220, & 294

**NOTICE OF FILING OF
ASSET PURCHASE AGREEMENT WITH SUCCESSFUL BIDDER**

PLEASE TAKE NOTICE that on May 28, 2025, Everstream Solutions LLC and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors”)² in the above-captioned chapter 11 cases filed the *Motion of Debtors for Order (I) Approving (A) Bidding Procedures, (B) Designation of Stalking Horse Bidder and Stalking Horse Bid Protections, (C) Form and Manner of Notice of Sale, Auction, and Sale Hearing, and (D) Assumption and Assignment Procedures, (II) Scheduling Auction and Sale Hearing, and (III) Granting Related Relief* (Docket No. 57) (the “**Bidding Procedures Motion**”).

PLEASE TAKE FURTHER NOTICE that on June 24, 2025, the Court entered the *Order Establishing Bidding Procedures Relating to Sale of Debtors’ Assets* (Docket No. 216) (the “**Bidding Procedures Order**”), whereby the Court approved the bidding procedures (the “**Bidding Procedures**”), scheduled a hearing to consider approval of the Sale Transaction for **August 1, 2025, at 1:00 p.m. (prevailing Central Time)**, and approved the form and manner of notice for the Sale Hearing (the “**Sale Notice**”), among other things.

PLEASE TAKE FURTHER NOTICE that the Debtors, in accordance with the Bidding Procedures, (i) filed and served the Sale Notice on the Sale Notice Parties (as defined in the Bidding Procedures Motion) and all known creditors and other interested parties on June 25, 2025 and July 8, 2025, *see Certificates of Service* (Docket Nos. 222, 282), and (ii) caused the Sale Notice to be published in the national edition of the *New York Times* on June 30, 2025, *see Affidavit*

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Midwest Fiber Holdings LP (3804); Midwest Fiber Acquisition Topco LLC (N/A); Midwest Fiber Acquisition Midco1 LLC (6061); Midwest Fiber Acquisition LLC (N/A); Everstream Solutions LLC (2361); Everstream Networks LLC (4542); Everstream GLC Holding Company LLC (4493); American Fiber Comm L.L.C. (2389); HRS Internet, LLC (5042); Lynx Network Group, Inc. (6261); 15955 State Street LLC (2731); Rocket Fiber LLC (7722); Lynx Fiber One, LLC (7151); and Lynx Fiber Two, LLC (3416). The Debtors’ mailing address is 1228 Euclid Ave. Suite 250, Cleveland, OH 44115.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Bidding Procedures or the Bidding Procedures Order (each, as defined herein), as applicable.

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of Publication of the New York Times Regarding the Notice of Sale, Bidding Procedures, Auction, and Sale Hearing (Docket No. 226).

PLEASE TAKE FURTHER NOTICE that on July 24, 2025, the Debtor filed a *Notice of Successful Bid and Back-Up Bid* (Docket No. 294) identifying Bluebird MidWest, LLC as the Successful Bidder and Metro Everstream Bidco, LLC as the Back-Up Bidder as a result of the Auction.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit A** is that certain *Asset Purchase Agreement* (the “**Bluebird APA**”) by and among the Debtor and Bluebird MidWest, LLC as the Successful Bidder.

PLEASE TAKE FURTHER NOTICE that for the convenience of the Court and all parties in interest, a redline comparison of the Bluebird APA marked against the Stalking Horse Agreement by and among the Debtors and Bluebird MidWest, LLC, dated May 22, 2025, annexed as **Exhibit 2** to the Bidding Procedures Motion, is attached hereto as **Exhibit B** (the “**Redline**”).

PLEASE TAKE FURTHER NOTICE that, because the Bluebird APA and the Redline contain commercially sensitive information, in accordance with the *Agreed Protective Order* (Docket No. 286), the Debtors have filed each of the Bluebird APA and the Redline in redacted form. The Debtors have separately filed unredacted versions of the Bluebird APA and Redline under seal.

Dated: July 25, 2025
Houston, Texas

/s/ Clifford W. Carlson

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*Attorneys for Debtors
and Debtors in Possession*

Certificate of Service

I hereby certify that on July 25, 2025, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

/s/ Clifford W. Carlson
Clifford W. Carlson

Exhibit A
Bluebird APA

AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

dated as of July 25, 2025

by and among

Midwest Fiber Holdings LP, as **Seller Parent**,

Bluebird MidWest, LLC, as **Buyer**,

and, solely for purposes of Section 6.04 and Article XII, MIP IV MidWest Fiber Parent, LLC, as
Buyer Parent

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	1
Section 1.01. Certain Defined Terms.....	1
ARTICLE II PURCHASE AND SALE; CLOSING	2
Section 2.01. Purchase and Sale of Transferred Assets	2
Section 2.02. Assignment of Certain Transferred Contracts	9
Section 2.03. Closing	10
Section 2.04. Designated Contracts, Cure Costs.....	10
Section 2.05. Withholding	12
Section 2.06. Deposits.....	12
ARTICLE III PURCHASE PRICE	13
Section 3.01. Aggregate Purchase Price; Closing Statement.....	13
Section 3.02. Closing Payment Deposit; Letters of Credit	18
Section 3.03. Certain Closing Deliverables	19
Section 3.04. Purchase Price Allocation	20
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER PARENT	21
Section 4.01. Formation and Authority of the Seller Parties; Enforceability	21
Section 4.02. No Conflict.....	22
Section 4.03. Consents and Approvals.....	23
Section 4.04. Financial Information; Absence of Undisclosed Liabilities	23
Section 4.05. Absence of Certain Changes or Events.....	24
Section 4.06. Absence of Litigation.....	24
Section 4.07. Compliance with Laws; Permits	24
Section 4.08. Certain Business Practices	25
Section 4.09. Intellectual Property; Privacy and Data Security	26
Section 4.10. Environmental Matters.....	28
Section 4.11. Material Contracts.....	29
Section 4.12. Government Contracts	31
Section 4.13. Employment and Employee Benefits Matters.....	32
Section 4.14. Taxes	35

Section 4.15.	Real Property.....	36
Section 4.16.	Brokers	37
Section 4.17.	Title	37
Section 4.18.	Insurance	37
Section 4.19.	Sufficiency of Assets.....	38
Section 4.20.	Affiliate Transactions.....	38
Section 4.21.	Top Customers and Top Vendors	38
Section 4.22.	Inventory	39
Section 4.23.	Available Contract Schedule.....	39
Section 4.24.	No Other Representations or Warranties	39
ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER		40
Section 5.01.	Formation and Authority of Buyer; Enforceability.....	40
Section 5.02.	No Conflict.....	40
Section 5.03.	Consents and Approvals.....	41
Section 5.04.	Absence of Restraints; Compliance with Laws.	41
Section 5.05.	Financial Ability	41
Section 5.06.	Brokers	43
Section 5.07.	Investigation.....	43
Section 5.08.	Limited Guarantee.....	44
Section 5.09.	No Other Representations or Warranties	44
ARTICLE VI ADDITIONAL AGREEMENTS.....		45
Section 6.01.	Conduct of Business Before the Closing	45
Section 6.02.	Access to Information	48
Section 6.03.	Confidentiality	49
Section 6.04.	Regulatory Approvals	51
Section 6.05.	Third Party Consents.....	55
Section 6.06.	Certain Capital Expenditures	55
Section 6.07.	Bulk Transfer Laws.....	55
Section 6.08.	Employee Matters	56
Section 6.09.	Guarantees; Other Obligations.....	60
Section 6.10.	Shared Customer Contracts.....	61
Section 6.11.	Section 280G.....	63

Section 6.12.	Financing.....	64
Section 6.13.	R&W Insurance Policy	68
ARTICLE VII CERTAIN POST-CLOSING COVENANTS		68
Section 7.01.	Post-Closing Access.....	68
Section 7.02.	Intellectual Property Matters.....	71
Section 7.03.	Further Assurances; Receipt of Misdirected Assets.....	71
Section 7.04.	Preservation of Books and Records	72
Section 7.05.	Certain Transitional Matters	72
Section 7.06.	Insurance	73
Section 7.07.	Mutual Release.....	73
Section 7.08.	No Successor Liability	75
ARTICLE VIII BANKRUPTCY PROVISIONS		75
Section 8.01.	Approval of Break-Up Fee and Expense Reimbursement	75
Section 8.02.	Competing Transaction	76
Section 8.03.	Bankruptcy Court Filings.....	76
Section 8.04.	Back-up Bidder	78
Section 8.05.	Bankruptcy Milestones.....	78
ARTICLE IX TAX MATTERS.....		78
Section 9.01.	Transfer Taxes.....	78
Section 9.02.	Tax Allocations	79
Section 9.03.	Tax Cooperation.....	79
Section 9.04.	Post-Closing Actions.....	79
Section 9.05.	Survival	80
Section 9.06.	Adjustment to Aggregate Purchase Price.....	80
ARTICLE X CONDITIONS TO CLOSING.....		80
Section 10.01.	Conditions to Obligations of Seller Parent	80
Section 10.02.	Conditions to Obligations of Buyer	81
Section 10.03.	Frustration of Closing Conditions.....	82
Section 10.04.	Waiver of Closing Conditions.....	82
ARTICLE XI TERMINATION.....		82
Section 11.01.	Termination.....	82

Section 11.02.	Notice of Termination	84
Section 11.03.	Effect of Termination; Exclusive Remedy.....	85
ARTICLE XII MISCELLANEOUS.....		89
Section 12.01.	Rules of Construction.....	89
Section 12.02.	Expenses.....	91
Section 12.03.	Notices.....	91
Section 12.04.	Survival	92
Section 12.05.	Limitation on Liability	92
Section 12.06.	Public Announcements.....	93
Section 12.07.	Severability	93
Section 12.08.	Assignment.....	93
Section 12.09.	No Third-Party Beneficiaries	94
Section 12.10.	Parent Guarantee	94
Section 12.11.	Entire Agreement	94
Section 12.12.	Amendments	95
Section 12.13.	Waiver	95
Section 12.14.	Governing Law.....	95
Section 12.15.	Dispute Resolution; Consent to Jurisdiction	96
Section 12.16.	WAIVER OF JURY TRIAL	96
Section 12.17.	Remedies; Specific Performance	97
Section 12.18.	Non-Recourse.....	98
Section 12.19.	Disclosure Schedules and Exhibits	99
Section 12.20.	Provision Respecting Legal Representation.....	99
Section 12.21.	Privilege	100
Section 12.22.	Counterparts	100
Section 12.23.	Amendment and Restatement	100

EXHIBITS

Exhibit A	Definitions
Exhibit B	Form of Bill of Sale, Assignment and Assumption Agreement
Exhibit C	Form of Transferred Leased Property Assignment and Assumption Agreement
Exhibit D	Form of IP Assignment Agreement
Exhibit E	Form of Transition Services Agreement
Exhibit F	Debt Commitment Letter
Exhibit G	Equity Commitment Letter
Exhibit H	Letters of Credit
Exhibit I	Agreed Financial Budget
Exhibit J	Sample Statement
Exhibit K	Form of Letter of Credit Draw Certification
Exhibit L	Specified Matters

SCHEDULES

Schedule A	Seller Parties
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AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

This AMENDED AND RESTATED ASSET PURCHASE AGREEMENT, dated as of July 25, 2025 (the “**Agreement Date**”), is made by and among Midwest Fiber Holdings LP, a Delaware limited partnership (“**Seller Parent**”), Bluebird MidWest, LLC, a Delaware limited liability company (“**Buyer**”, and, together with Seller Parent, the “**Parties**”), and solely for the purposes of Section 6.04 and Article XII, MIP IV MidWest Fiber Parent, LLC, a Delaware limited liability company (“**Buyer Parent**”).

PRELIMINARY STATEMENTS

A. On May 22, 2025 (the “**Original Agreement Date**”), the Parties, and solely for the purposes of Section 6.04 and Article XII therein, Buyer Parent, entered into that certain Asset Purchase Agreement (the “**Original Agreement**”);

B. Promptly following the execution of the Original Agreement, Seller Parent and certain of its Affiliates filed voluntary petitions for relief under title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas (such court, the “**Bankruptcy Court**”, and such cases, “**Bankruptcy Cases**”).

C. Seller Parent owns and controls, directly or indirectly, the Persons set forth on Schedule A (Seller Parent and each such Person individually, a “**Seller Party**”, and collectively, the “**Seller Parties**”).

D. The Seller Parties are engaged in, or hold assets or liabilities relating to, the Business.

E. Seller Parent desires to, and desires to cause the other Seller Parties to, sell to Buyer, and Buyer desires to purchase from the Seller Parties, all of the Transferred Assets, and Buyer desires to assume the Assumed Liabilities, in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, sections 105, 363 and 365 of the Bankruptcy Code, in each case on the terms and subject to the conditions set forth in this Agreement.

F. This Agreement amends and restates in its entirety the Original Agreement.

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

ARTICLE I

DEFINITIONS

Section 1.01. Certain Defined Terms. Capitalized terms used in this Agreement have the meanings specified in Exhibit A and Exhibit L.

ARTICLE II

PURCHASE AND SALE; CLOSING

Section 2.01. Purchase and Sale of Transferred Assets.

(a) Transferred Assets. On the terms and subject to the conditions set forth in this Agreement and subject to the exclusions set forth in Section 2.02 and Section 2.02 and subject to Section 6.10 (as applicable), at the Closing, Seller Parent shall, and shall cause each other Seller Party to, sell, convey, assign, transfer, and deliver to Buyer, and Buyer shall purchase, acquire, and accept from each such Seller Party, free and clear of all Liens (except for Permitted Liens) all of such Seller Party's right, title, and interest in and to all of the assets, properties, and rights (whether tangible or intangible) owned, used, held for use, leased, or otherwise employed by such Seller Party primarily related to the operation of the Business (other than the Excluded Assets (as defined below)) as the same shall exist immediately prior to the Closing (collectively, the "**Transferred Assets**"), including:

(i) all real property owned in fee by any Seller Party and related to the Business (including the real property set forth on Schedule 2.01(a)(i)) held by such Seller Party, together with (to the extent of such Seller Party's interest therein) all buildings, structures, improvements, facilities, fixtures, and appurtenances thereto, and all rights in respect thereof, and all servitudes, easements, rights-of-way, and other surface use agreements and water use agreements, if any, related thereto (the "**Transferred Owned Real Property**"), in each case, other than as included in the Excluded Asset;

(ii) (A) subject to Section 2.04(d), the real property that is leased by any Seller Party, in each case, granting such Seller Party a valid leasehold or subleasehold estate or other right to use or occupy such real property which is related to the Business (including the real property set forth on Schedule 2.01(a)(ii)(A)) (the "**Transferred Leased Real Property**"), together with the Transferred Owned Real Property, collectively, the "**Transferred Real Property**") and all rights in respect thereof (including, to the extent assignable or transferable, all options and rights of first refusal) and all tenements, hereditaments, appurtenances, and other property rights appertaining thereto (such leases, subleases, licenses, and other agreements pursuant to which any Seller Party holds any Transferred Leased Real Property, including the right to all security deposits and other amounts and instruments deposited by or on behalf of applicable Seller Party thereunder, the "**Transferred Leases**"), in each case, other than to the extent an Excluded Asset and (B) the easements, fiber optic networks, cabling, and other fixed network-related assets displayed on the KMZ Map, including without limitation the easements set forth on Schedule 2.01(a)(ii)(B), in each case, other than to the extent an Excluded Asset;

(iii) subject to Section 2.02, (A) all non-Executory Contracts set forth on Schedule 2.01(a)(iii)(A), (B) all the BTOP Grants, (C) all Separated Business Contracts, and (D) all Executory Contracts set forth on Schedule 2.01(a)(iii)(D), in each case excluding, as of and following the Cut-Off Date, (x) any Specified 2.02 Contracts and Specified 6.10 Contracts, in each case for which Buyer's consent has not been obtained, or any other Holdback Contracts or Non-Separated Contracts that have not otherwise been properly separated and/or assigned to Buyer, in accordance with Section 2.02 or Section 6.10, respectively, as of the Cut-Off Date and/or are

Excluded Contracts hereunder and (y) Contracts that the Parties mutually determine would reasonably be expected (I) to cause the conditions set forth in Section 10.01(b) and/or Section 10.02(b) not to be satisfied, or (II) otherwise require additional approval from or filing with any Government Authority and/or reasonably be expected to implicate additional scrutiny therefrom (the Contracts in clauses (A), (B), (C), and (D), collectively with the Transferred Leases, the “**Transferred Contracts**”);

(iv) to the maximum extent permitted by the Bankruptcy Code or other applicable Law, the IRUs related to the IRU Agreements that are set forth on Schedule 2.01(a)(iv);

(v) to the maximum extent permitted by the Bankruptcy Code or other applicable Law, all Permits, including all Communications Permits and Environmental Permits, to the extent that such Permits are primarily related to the Business, including the ownership or operation thereof (the “**Transferred Permits**”), in each case, other than as included in the Excluded Assets;

(vi) (A) all rights of such Seller Party under or pursuant to all warranties, representations, and guarantees made by suppliers, manufacturers, contractors for other third parties to the extent pertaining to any Transferred Assets or (B) all rights and defenses pertaining to any Assumed Liability;

(vii) (A) all Business Intellectual Property (including the Business Registered IP set forth on Schedule 2.01(a)(vii)), along with (1) all income, royalties, damages and payments due or payable to any Seller Party as of the Closing or thereafter, including damages and payments for past, present or future infringements or misappropriations thereof, (2) the right to sue and recover for past infringements or misappropriations thereof, (3) any and all corresponding rights that, now or hereafter, may be secured throughout the world, and (4) all copies and tangible embodiments of any such Business Intellectual Property in any Seller Party’s possession or control, (B) Business Technology, and (C) Business Systems, in each case of clauses (A), (B) and (C), other than to the extent scheduled as Excluded Assets;

(viii) all Assumed Employee Plans and any and all assets, trusts, funding vehicles and administrative services or other contracts or property related thereto;

(ix) to the extent not included as a Transferred Contract, (A) all non-competition, non-solicitation and restrictive covenant agreements and arrangements that are primarily related to the Business, and (B) all invention assignments and work made for hire provisions, in each case, arising by operation of Law or Contract with respect to the relationship between any Seller Party and any Covered Employee or Former Covered Employee and that are primarily related to the Business;

(x) to the maximum extent permitted by the Bankruptcy Code or applicable Law (including Privacy Laws and the published privacy policies of the applicable Seller Party in effect as of the Original Agreement Date), the Transferred Books and Records;

(xi) all tangible personal property and interests therein owned by any Seller Party related to the Business, including furniture, furnishings, office equipment, communications equipment, vehicles, and other tangible personal property (including, rights, if

any, in any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any other Person), in each case, other than to the extent scheduled as Excluded Assets;

(xii) all inventory used in connection with the Business, wherever located, including raw materials, works in progress, packaging, supplies, tooling and parts, whether held at any location or facility of any Seller Party or in transit to any Seller Party, in each case, as of the Closing Date, in each case, other than as included in the Excluded Assets (the “Inventory”);

(xiii) the assets listed on Schedule 2.01(a)(xiii);

(xiv) all goodwill of the Business;

(xv) (A) all Avoidance Actions (other than D&O Avoidance Actions) primarily related to the Transferred Assets and/or Assumed Liabilities, including actions against vendors and service providers that are counterparties to Transferred Contracts or related to Assumed Liabilities; and (B) except for Retained Set-Off Rights, all rights, claims, Causes of Action, rights of recovery, rights of set-off, and rights of recoupment or other Action existing as of the Closing Date of any Seller Party against any Transferred Employee;

(xvi) all Causes of Action (including counterclaims) and defenses, including those arising in connection with the Bankruptcy Cases;

(xvii) all Deposits determined to be included as a Transferred Asset in accordance with Section 2.06; and

(xviii) to the extent not an Excluded Asset, for the avoidance of doubt, prepayments pursuant to Transferred Contracts or otherwise arising out of the Transferred Assets (as applicable).

(b) Excluded Assets. Notwithstanding anything to the contrary herein, the following assets of or in the possession of the Seller Parties (the “Excluded Assets”) shall be retained by the Seller Parties and their respective Affiliates:

(i) subject to Section 2.02, all Contracts set forth on Schedule 2.01(b)(i) and those Contracts rejected in the Bankruptcy Cases prior to the Closing Date in accordance with this Agreement (“Excluded Contracts”);

(ii) all accounts receivable owed to any Seller Party related to the Business prior to the Closing, including any Intercompany accounts receivable; *provided, however*, that unbilled amounts with respect to DISH that, as of the Closing Date, relate to future periods following the Closing Date, shall not be Excluded Assets (and shall be Transferred Assets);

(iii) all Cash;

(iv) other than the Transferred Owned Real Property and Transferred Leased Real Property, all right, title, and interest in and to any other owned or leased real property, together with all improvements, facilities, fixtures, and appurtenances thereto, and all rights in

respect thereof, and all servitudes, easements, rights-of-way, other surface use agreements, and water use agreements related thereto and, with respect to any such real property, all rights in respect thereof (including all options and rights of first refusal) and all tenements, hereditaments, appurtenances, and other property rights appertaining thereto;

(v) all Intellectual Property, Technology, and Systems set forth on Schedule 2.01(b)(v);

(vi) all Personal Data that is nontransferable under the Bankruptcy Code or applicable Law (including Privacy Laws or under the privacy policies or notices of the applicable Seller Party in effect at the time of collection of such Personal Data);

(vii) all claims, rights, or interests of the Seller Parties or their respective Affiliates in or to any refund, rebate, abatement, or other recovery for Taxes and any other Tax assets (including any Tax attributes), together with any interest due thereon or penalty rebate arising therefrom, in each case (A) based on net income that is imposed on the Seller Parties or any of their respective Affiliates, (B) allocable to the Seller Parties pursuant to Section 9.02 or (C) attributable to the Excluded Assets;

(viii) all Tax Returns and other Tax records (including all related working papers) primarily related to (A) the Excluded Assets or (B) income Taxes of the Seller Parties or their respective Affiliates;

(ix) all Insurance Policies and all rights of any nature with respect to any such Insurance Policy, including any recoveries thereunder and any rights to assert claims seeking any such recoveries;

(x) all nontransferable Permits (provided that the Permits set forth on Schedule 2.01(b)(xi) are those known as of the Agreement Date by Seller Parent to be nontransferable);

(xi) all rights and interests of any of the Seller Parties under the Transaction Agreements;

(xii) all Employee Plans that are not Assumed Employee Plans, and any and all assets, trusts, funding vehicles, insurance policies and administrative service or other contracts or property related thereto;

(xiii) (A) all minute books (and other similar corporate records) and stock records, (B) any books and records primarily related to the Excluded Assets, (C) any books and records or other materials of or in the possession of the Seller Parties that (I) any of the Seller Parties are required by Law or by Order of the Bankruptcy Court to retain or (II) any of the Seller Parties are prohibited by Law from delivering to Buyer, (D) any copies of any books and records that (I) any of the Seller Parties reasonably believes are necessary to enable the Seller Parties to prepare or file Tax Returns or (II) any Seller Party and its Affiliates retain pursuant to Section 7.01(a); and (E) any books, records, files, or papers that are not Transferred Books and Records;

(xiv) (A) all records and reports prepared or received by any Seller Party or any of its Affiliates in connection with the sale of the Business or the Transactions or any other Transaction Agreement, including all analyses relating to the Business for purposes of the sale of the Business or the Transactions, or related to Buyer or any third-party bidder or potential purchaser, (B) all bids and expressions of interest received from third parties with respect to the Business, and (C) all privileged communications described in Section 12.21;

(xv) any warranties, representations, and guarantees primarily related to any Excluded Asset or rights and defenses primarily related to any Excluded Liability;

(xvi) all right, title and interest in and to all equity interests of any Person owned by any Seller Party;

(xvii) all assets or rights of every kind and description, in each case, to the extent used exclusively in connection with the PA Business, wherever located, whether real, personal, or mixed, tangible or intangible, that are owned by any Seller Party;

(xviii) the IL Divested Business Assets and the MO Divested Business Assets;

(xix) all inventory listed on Schedule 2.01(b)(xix);

(xx) all (A) D&O Avoidance Actions, (B) Avoidance Actions other than those set forth in Section 2.01(a)(xv), and (C) setoff or clawback rights that are set forth on Schedule 2.01(b)(xx) or that arise from Avoidance Actions in relation to any Liability that is not an Assumed Liability (each, a “**Retained Set-Off Right**”); and

(xxi) the assets listed on Schedule 2.01(b)(xxi).

(c) Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement and subject to the exclusions set forth in Section 2.01(d), as partial consideration for the Transferred Assets, upon the consummation of the Closing, Buyer shall, effective as of the Effective Time, assume and thereafter timely pay, discharge, and perform in accordance with their terms, only the following Liabilities, without duplication and only to the extent not paid prior to the Closing, and in each case excluding the Excluded Liabilities (the “**Assumed Liabilities**”):

(i) except as otherwise set forth in Section 2.01(c)(v) and Section 2.01(c)(vi), all Liabilities arising under any of the Transferred Contracts, in each case, solely to the extent arising from periods occurring on or after the Closing and relating (and only to the extent so relating) to facts, circumstances or occurrences first arising after the Closing and that do not arise from or relate to, and are not in connection with, any event, circumstance or condition occurring or existing at or prior to the Closing that, with or without notice or lapse of time, would constitute or result in a breach, violation or default under applicable Law or any such Transferred Contracts by any Seller Party or any of their Affiliates;

(ii) 50% of all Liabilities with respect to Transfer Taxes;

(iii) all Liabilities accruing after the Closing, under Environmental Laws, including those relating in any way to the environment or natural resources, human health and safety, or Hazardous Materials;

(iv) all Liabilities relating to Buyer's ownership or operation of the Transferred Assets, to the extent arising from events, facts, or circumstances that occur from and after the Effective Time, solely to the extent arising from periods occurring on or after the Closing and relating (and only to the extent so relating) to facts, circumstances or occurrences first arising after the Closing and that do not arise from or relate to, and are not in connection with, any event, circumstance or condition occurring or existing at or prior to the Closing that, with or without notice or lapse of time, would constitute or result in a breach, violation or default under applicable Law or any such Transferred Contracts by any Seller Party or any of their Affiliates;

(v) all Liabilities arising under any finance lease that is a Transferred Contract (and excluding, for the avoidance of doubt, any Cure Costs related to any such finance lease that is a Transferred Contract);

(vi) amounts expressly required to be paid by Buyer pursuant to the terms of this Agreement;

(vii) any Liability expressly assumed by Buyer pursuant to Section 6.10;
and

(viii) the Liabilities listed on Schedule 2.01(c)(viii).

(d) Excluded Liabilities. Notwithstanding any other provision of this Agreement, Buyer is not assuming or agreeing to pay or discharge, and the Seller Parties shall be solely and exclusively liable with respect to Liabilities of the Seller Parties or otherwise with respect to the Business or Excluded Business that are not Assumed Liabilities (the "**Excluded Liabilities**"), which shall include the following:

(i) except for Liabilities arising under finance leases that are Transferred Contracts or as otherwise set forth on Schedule 2.01(c)(viii), any Debt, including any Intercompany Debt;

(ii) any Liability to the extent related to or arising out of any Excluded Asset or the Excluded Business;

(iii) any Liability for (A) income Taxes of any of the Seller Parties or their respective Affiliates, or any combined, unitary, or consolidated group of which any of the foregoing is or was a member, (B) Taxes attributable to the Transferred Assets allocable to any Tax period or portion of any Straddle Period ending on or prior to the Closing Date (determined, in the case of any Straddle Period, in accordance with Section 3.03), and (C) Taxes primarily related to the Excluded Assets;

(iv) any Liability expressly retained by the Seller Parties pursuant to Section 6.10 or the other express terms of this Agreement;

(v) all Liabilities for accounts payable or other accrued expenses or other accrued Liabilities of any kind, owed by any Seller Party or any of their Affiliates as of or relating to prior to the Closing, including any Intercompany accounts payable;

(vi) the IL Divested Business Liabilities and the MO Divested Business Liabilities;

(vii) Liabilities relating to amounts to be paid by the Seller Parties pursuant to this Agreement, including brokers fees;

(viii) any Liabilities relating to any existing Liens (other than Permitted Liens);

(ix) any regulatory fees, franchise fees, universal service contributions, and right-of-way fees, including any late fees, penalties and interest arising from the foregoing which have not been timely or fully paid related to the Business or the ownership, operation or use of the Transferred Assets for any period on or before the Closing Date; *provided, however*, that this clause (ix) shall not include any filing fees that Buyer is expressly obligated to bear pursuant to Section 6.04(b) or Section 6.04(c);

(x) all Liabilities accruing prior to the Closing under Environmental Laws, including those relating in any way to the environment or natural resources, human health and safety, or Hazardous Materials;

(xi) all Liabilities accruing, arising out of or relating to the ownership, conduct or operation of the Excluded Business or the ownership or use of the Excluded Assets (or any "successor-in-interest", "de facto merger" or other theories of liability related thereto);

(xii) all Seller Transaction Expenses;

(xiii) all Cure Costs;

(xiv) all Liabilities subject to administrative expense status under section 503(b)(9) of the Bankruptcy Code;

(xv) 50% of all Liabilities with respect to Transfer Taxes;

(xvi) all Liabilities associated with (A) checks that need to be recut or re-issued to pay for prepetition Liabilities after the Petition Date, or (B) written but uncashed checks, or initiated but incomplete wire or ACH transfers;

(xvii) any Liability arising out of any investigation, inquiry, audit, enforcement action, or similar proceeding by a Government Authority primarily related to the operation of the Business, including in connection with the operation of the Transferred Assets, for any period before the Closing Date;

(xviii) all Liabilities for Non-Recurring Credits; and

(xix) all Liabilities set forth on Schedule 2.01(d)(xix).

Section 2.02. Assignment of Certain Transferred Contracts. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Transferred Contract or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment or transfer thereof, without the Consent of a third party (including any Government Authority), would constitute a breach or other contravention thereof or a violation of applicable Law or Order of the Bankruptcy Court and such breach, contravention or violation cannot be overridden by the Sale Order or other related Order of the Bankruptcy Court (and such Consent has not been obtained prior to the Closing Date). Without limitation of the foregoing, Seller Parent shall reasonably consult with (and in good faith consider the comments of) Buyer and its counsel regarding the form of, and in efforts to obtain, Consents pursuant to this Section 2.02; *provided, however*, that, notwithstanding the foregoing, any alteration, amendment, supplement or modification to any such Transferred Contract that would be adverse to Buyer or the Business shall be in form and substance reasonably acceptable to Buyer (any such contract for which such Consent is required, but is not yet obtained, a “**Specified 2.02 Contract**”). If, (x) solely with respect to real property leases under which a Seller Party is a lessee, on the earlier of (i) the Closing Date, (ii) two (2) Business Days prior to the date of entry of an order confirming a chapter 11 plan in the Bankruptcy Cases (the “**Plan Confirmation Date**”), and (iii) two (2) Business Days prior to the date that is 210 days after the Petition Date, and, (y) for Transferred Contracts that are not real property leases under which a Seller Party is a lessee, the earlier of (i) the Closing and (ii) two (2) Business Days prior to the effective date of a chapter 11 plan in the Bankruptcy Cases (the “**Effective Date**”), any such Consent has not been obtained, or if an attempted transfer or assignment thereof would be ineffective or a violation of applicable Law or Order of the Bankruptcy Court then such Contract shall be an Excluded Contract (each, an “**Holdback Contract**”) and shall not be transferred to Buyer at Closing and, Seller Parent shall, and cause the other Seller Parties to, and Buyer will, subject to Section 3.01, (b) and Section 2.02, use reasonable best efforts to enter into a mutually agreeable arrangement (an “**Interim Arrangement**”) under which, until the earlier of: (I) the six (6)-month anniversary following Closing or (II) solely with respect to real property leases under which the Seller Party is a lessee, the earlier of two (2) Business Days prior to the date that is 210 days after the Petition Date and two (2) Business Days prior to the Plan Confirmation Date and (III) with respect to Transferred Contracts that are not real property leases under which the Seller Party is a lessee, two (2) Business Days prior to the Effective Date, (such earlier date of (I), (II), or (III), as applicable, the “**Cut-Off Date**”), (a) Buyer will, in compliance with applicable Law or Order of the Bankruptcy Court, obtain the benefits and assume the obligations and bear the economic burdens associated with such Holdback Contract, solely to the extent such obligations or burdens are Assumed Liabilities, in accordance with this Agreement, including, for example (and without limitation of other similar arrangements being employed instead and in place thereof), by subcontracting, sublicensing, or subleasing such Holdback Contract to Buyer or (b) Seller Parent will enforce for the benefit (and at the expense) of Buyer any and all of such Seller Party’s rights, claims, or benefits against a third party associated with such Holdback Contract and the Seller Parties would promptly pay to Buyer when received all monies or other economic benefit received by them under any such Holdback Contract, claim, right, or benefit (net of the Seller Parties’ reasonable and documented expenses incurred in connection with any assignment or other performance contemplated by this Section 2.02, not to exceed the amounts payable to Buyer with respect to the applicable Holdback Contract); *provided, however*, until the Parties enter into any Interim Arrangement, the applicable

Seller Parties shall comply with the immediately preceding clause (b). Each Party shall bear their respective costs and expenses with respect to the negotiation of and entry into the Interim Arrangements. Notwithstanding the foregoing, Seller Parent shall, and shall cause the other Seller Parties to, use reasonable best efforts to obtain any such Consent affecting any such Holdback Contract prior to the Cut-Off Date, and if such Consent is obtained, such Holdback Contract shall be considered a Transferred Contract and transfer to the Buyer reasonably promptly thereafter. Any (x) amendment to or modification or waiver of any Contract or (y) any monetary consideration to any Person (other than Cure Costs or Excluded Liabilities) in connection with obtaining the Consents contemplated by this Section 2.02 or any Holdback Contract shall require the prior written consent of Buyer.

Section 2.03. Closing. The closing of the sale and purchase of the Transferred Assets and the assumption of the Assumed Liabilities (the “**Closing**”) shall take place by telephone conference and electronic exchange of documents (or, because of recordation purposes originals are needed, then, the exchange of such original documents in recordable form), at 9:00 a.m. (New York City time) on the fifteenth (15th) Business Day following the date (the “**Satisfaction Date**”) upon which all Closing Conditions are satisfied or waived in writing (to the extent permitted by applicable Law) in accordance with Article X (other than those Closing Conditions under this Agreement that by their nature can only be satisfied at the Closing, but subject to the satisfaction or waiver of those Closing Conditions at such time), or on such other date or at such other time or place as the Parties may expressly agree in writing. The date on which the Closing occurs is referred to in this Agreement as the “**Closing Date**.” For all purposes under this Agreement and each other Transaction Agreement, (a) except as otherwise expressly provided in this Agreement or such other Transaction Agreement, all matters at the Closing will be considered to take place simultaneously and (b) the Closing shall be deemed effective as of the Effective Time.

Section 2.04. Designated Contracts, Cure Costs.

(a) Closing and Payment of Cure Costs. Attached as Schedule 2.04(a) is a true and correct list of all Executory Contracts related to the Business (excluding the Excluded Contracts set forth on Schedule 2.01(b)(i) as of the Agreement Date) and Transferred Leases of the Seller Parties, together with Seller Parent’s good faith estimate, as of the Agreement Date, of the Cure Cost for each such Contract or Transferred Lease. Prior to the Bid Deadline, Seller Parent will update or cause to be updated such Schedule 2.04(a) from time to time upon request by Buyer to the extent there are changes to Seller Parent’s good faith estimates set forth therein. If Schedule 2.04(a) at any time does not include an amount for the Cure Cost of any Contract or Transferred Lease, then Seller Parent’s good faith estimate of the Cure Cost for such Contract or Transferred Lease will be deemed to be zero dollars (\$0). At Closing and pursuant to Section 365 of the Bankruptcy Code, and the Sale Order, subject to Sections (b) and 6.10, each Seller Party shall assume and assign to Buyer, and Buyer shall assume from such Seller Party, the Transferred Executory Contracts to which such Seller Party is a party. All Cure Costs shall be paid by Seller Parent, on or before Closing (or, with respect to any Transferred Executory Contract for which a cure objection has not been finally resolved as of the Closing, in accordance with Section 5.05 or any Separated Business Contract, in accordance with Section 6.10) and, in each case, neither Buyer nor any of its Affiliates shall have any Liability therefor (other than to the extent of any Assumed Liabilities, as applicable).

(b) Cure Notice. Promptly following the Bid Deadline and in any event no later than seven (7) days prior to the deadline for parties to file objections to the assumption and assignment of Transferred Contracts to Buyer, including with respect to Cure Costs and/or adequate assurance of future performance, set forth in the Bidding Procedures Order, the Seller Parties shall (i) file (or cause to be filed) with the Bankruptcy Court a list of each Executory Contract and a good faith estimate of the Cure Costs associated with such Executory Contract (such list, the “**Available Contract Schedule**”) and (ii) serve (or cause to be served) written notice (each, a “**Cure Notice**”) to the non-debtor counterparty to each Executory Contract, which notice shall include the Available Contract Schedule.

(c) Undisclosed Contracts. If, at any time prior to the Closing Date, any Seller Party becomes aware that it is a party to an Executory Contract or Transferred Lease that is not listed on the Available Contract Schedule (each, an “**Undisclosed Contract**”), Seller Parent will update the Available Contract Schedule with respect to such Undisclosed Contract and (i) file with the Bankruptcy Court such updated schedule, and (ii) serve a Cure Notice, which notice shall include such updated schedule, to the counterparty to such Undisclosed Contract.

(d) Designation by Buyer. From time to time, on or prior to the Bid Deadline (the “**Designation Deadline**”), Buyer may elect, by written notice to Seller Parent, each Executory Contract or each Transferred Lease, in each case, that is not a Shared Customer Contract that Buyer wishes to be assigned to it at the Closing (each such Executory Contract or Transferred Lease, a “**Transferred Executory Contract**”), and each such Transferred Executory Contract shall thereafter be deemed a Transferred Contract for purposes hereof and be automatically added to Schedule 2.01(a)(iii)(D); *provided, however*, that solely with respect to Undisclosed Contracts discovered following the Bid Deadline, Buyer shall be permitted to designate Undisclosed Contracts as Transferred Executory Contracts until the date that is fourteen (14) days following the date of discovery by Buyer (or notice thereof by the Seller Parties) (and for such Undisclosed Contracts, the “Designation Deadline” shall be such extended date); *provided, further*, that if at any time (and from time to time) prior to the Closing, Buyer and Seller Parent each expressly agree in writing (each in their respective sole discretions), a Transferred Executory Contract or Transferred Lease may be designated as an Excluded Contract (and thereafter shall be deemed to be an Excluded Contract for all purposes hereunder, unless otherwise later agreed by Buyer and Seller Parent). Any Executory Contract or Transferred Lease, in each case, that is not a Shared Customer Contract and is not designated by Buyer in writing as a Transferred Executory Contract on or before the Designation Deadline shall thereupon be deemed an Excluded Contract. Any Shared Customer Contract that subsequently becomes a Separated Business Contract pursuant to Section 6.10, shall, from and after such time as such Shared Customer Contract becomes a Separated Business Contract, thereafter be deemed a Transferred Executory Contract and a Transferred Contract for purposes hereof and be automatically added to Schedule 2.01(a)(iii)(D). From time to time prior to the Designation Deadline, Buyer may elect, by written notice to Seller Parent, to remove any Transferred Executory Contract (other than a Separated Business Contract) from Schedule 2.01(a)(iii)(D) and from and after such date such Executory Contract shall be deemed for all purposes hereunder an Excluded Contract (and shall be thereafter automatically removed from Schedule 2.01(a)(iii)(D)). On or before the Closing, the Seller Parties shall file with the Bankruptcy Court one or more notices of assumption and promptly serve such notice on each applicable counterparty, which notice of assumption shall identify all Transferred Executory Contracts, and shall use their respective reasonable best efforts to cause the Transferred Executory

Contracts to be assumed by the applicable Seller Party and assigned to Buyer pursuant to Section 365 of the Bankruptcy Code; *provided, however*, that no such obligation shall require any Seller Party unless otherwise ordered by the Court to settle any Cure Cost dispute in favor of the third-party counterparty at any amount unacceptable to the Seller Parties (unless such amount shall be reimbursed to such Seller Party by Buyer). Notwithstanding the foregoing, an Executory Contract or Transferred Lease shall not be a Transferred Executory Contract hereunder and shall not be assigned to, or assumed by, any Seller Party if such Executory Contract is validly rejected by a Seller Party, terminated by the other party thereto, or terminates or expires in accordance with its own terms on or prior to the Closing and is not continued or otherwise extended prior to or upon assumption.

(e) Resolution of Cure Disputes. If any objections are timely and properly filed by, or received from, any counterparty in response to a Cure Notice, the Seller Parties, in consultation with Buyer, will use reasonable best efforts to resolve any such objections with such counterparty. If any such cure objection is not consensually resolved or finally determined by the Bankruptcy Court prior to the Closing with respect to any Transferred Executory Contract, so long as Seller Parent appropriately reserves funding for the disputed portion of such Cure Costs pending resolution of such cure objection, subject to entry by the Bankruptcy Court of the Sale Order, Seller Parent shall (or shall cause the applicable Seller Party to) (x) pay (upon either the consensual resolution or final determination by the Bankruptcy Court of such cure objection) to such counterparty an amount thereof and (y) assume and assign such Transferred Executory Contract to Buyer at the Closing and upon either the consensual resolution or final determination by the Bankruptcy Court of such cure objection, Seller Parent shall promptly pay to such counterparty any Cure Costs owing to such counterparty with respect to such Transferred Executory Contract. Without limitation of the foregoing, any alteration, amendment, supplement or modification to the applicable Contract that would be adverse to Buyer or the Business (excluding, any agreement reflecting the agreement of Seller Parent and the third-party counterparty as to the amount of Cure Costs payable under such Contract) shall require Buyer's prior written consent (acting reasonably).

Section 2.05. Withholding. Buyer and any other applicable withholding agent shall be entitled to deduct and withhold from any amounts payable pursuant to this Agreement such amounts as are required to be deducted and withheld with respect to the making of such payment under applicable Law; *provided*, that except in the case of any withholding that would result from a failure to provide the applicable forms required by Section 3.03(a)(vii) at Closing, Buyer shall use commercially reasonable efforts to provide Seller Parent with reasonable written notice at least five (5) Business Days prior to deducting or withholding any amounts pursuant to this Section 2.04, and to cooperate in good faith with the Seller Parties to mitigate, reduce or eliminate any such deduction or withholding to the extent permitted by applicable Law. To the extent any amounts are so deducted or withheld, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction or withholding was made.

Section 2.06. Deposits. Prior to the Closing, either Seller Parent or Buyer may identify and designate, by written notice to the other, any Deposits that would be impractical to transfer, convey, pay over, or otherwise remit to Seller Parent at Closing notwithstanding such Deposit being an Excluded Asset. In such event upon delivery of such written notice, such identified and designated Deposit shall either (at Buyer's option) be (a) deemed a Transferred Asset and shall be

transferred and conveyed to Buyer at the Closing and in connection with such transfer, the Base Price shall be increased by the amount of such Deposit or (b) held by Buyer for the benefit of Seller Parent (or the applicable Seller Party, as designated by Seller Parent) and Buyer shall use reasonable best efforts to (i) transfer, convey and assign such Deposit as reasonably promptly as permitted by Contract and applicable Law after Closing and, as applicable, (ii) segregate the proceeds received from such Deposit in an account for Seller Parent (or the applicable Seller Party, as designated by Seller Parent) to be released as reasonably promptly as permitted after Closing; *provided*, that the Parties agree any Deposits held in accordance with clause (b) shall not increase the Base Price.

ARTICLE III

PURCHASE PRICE

Section 3.01. Aggregate Purchase Price; Closing Statement.

(a) Closing Payment. The aggregate consideration to be paid by Buyer for the sale of all of the Transferred Assets and the obligations of the Seller Parties set forth in this Agreement shall be:

(i) an amount in cash equal to

(A) \$384,600,000 (the “**Base Price**”),

(B) plus the amounts of any Deposits that are transferred to Buyer at Closing pursuant to Section 6.05(a) (the “**Closing Deposit Amount**”),

(C) minus the Pro Rata Annual Bonus Amount,

(D) plus the amounts actually paid to Buyer or its Representatives pursuant to the Expense Reimbursement Agreement (and not returned to any Seller Party of Affiliate thereof) (the “**Expense Reimbursement Amount**”),

(E) minus the Budgeted Capex Shortfall (if any),

(F) ; and

(ii) the assumption of the Assumed Liabilities (the “**Liabilities Consideration**” and, collectively with the Closing Payment, the “**Aggregate Purchase Price**”).

(b) Closing Statement.

(i) On or before 11:59 pm Eastern Time on the fourth (4th) Business Day following the Satisfaction Date (the “**Measurement Date**”), Seller Parent shall deliver to Buyer (I) a statement, including Seller Parent’s good faith calculations or estimations (as applicable) of (A) the Closing Deposit Amount as of the Effective Time, (B) the Pro Rata Annual Bonus Amount as of the Effective Time, (C) the Expense Reimbursement Amount as of the

Effective Time, (D) Budgeted Capex Shortfall as of the end of the Capex Measurement Period, (E) [REDACTED], and (F) the resulting Closing Payment (and the components thereof) (the “**Estimated Closing Payment**”), in each case, determined in a manner consistent with this Agreement (including the foregoing definitions) and the applicable Seller Parties’ books and records, (II) reasonable supporting calculations and back-up documentation for the foregoing, including a list of the applicable Contracts that Seller Parent will assign, convey and transfer to Buyer on the Closing Date and the Monthly Recurring Revenue associated with each such Contract and (III) the amount due to, and wire instructions for, each Person entitled to receive any payment pursuant to Section 3.03 (collectively, the “**Estimated Closing Statement**”). An illustrative example of the Estimated Closing Statement is set forth as Exhibit J (the “**Sample Statement**”). Unless otherwise agreed by Buyer, the Estimated Closing Statement (and the calculations set forth thereon, as applicable) shall be prepared and compiled in a manner and format that is consistent with the Sample Statement; *provided*, that the values therein shall be based on the financial information of Seller Parent for the time periods set forth in the applicable definitions of Exhibit L. Seller Parent shall reasonably review any comments proposed by Buyer with respect to the Estimated Closing Statement, and will consider, in good faith, any appropriate changes to the components of the Closing Payment prior to Closing; *provided, however*, that in the event that any disputes with respect thereto remain, (I) such dispute shall not delay the Closing and the calculations set forth in the Estimated Closing Statement delivered by Seller Parent (subject to any changes that have thereafter been agreed upon) shall govern the payments to be made at the Closing (subject to the other provisions of this Article III, including reduction of the amount paid to Seller Parent at Closing by the Adjustment Escrow Amount), (II) Buyer shall provide, prior to the Closing Date, a written statement (“**Buyer’s Initial Notice of Disagreement**”) its good faith estimate of the Closing Payment (“**Buyer’s Estimated Closing Payment**”) and a breakdown of the amounts, items, and calculations thereof, and (III) at the Closing, an amount (the “**Adjustment Escrow Amount**”) equal to the difference between the Estimated Closing Payment (subject to any changes that have been agreed upon in accordance herewith), on the one hand, and the Buyer’s Estimated Closing Payment, on the other hand, shall be deposited into an escrow account (the “**Adjustment Escrow Account**”), at the Closing.

(ii) Within ten (10) Business Days following the Closing Date (the “**Crystallization Date**”), Buyer may deliver written notice (“**Notice of Disagreement**”) to Seller Parent of Buyer’s disagreement with the Estimated Closing Statement and any amount, item or calculation set forth therein (such disputed amount(s), item(s) or calculation(s), “**Disputed Items**”). If Buyer does not deliver a Notice of Disagreement on or prior to the Crystallization Date, then Buyer’s Initial Notice of Disagreement shall be deemed the Notice of Disagreement, and any disagreement with the Estimated Closing Statement and/or any amount, item or calculation therein shall be deemed to be Disputed Items. Any amounts or items comprising the Closing Payment set forth in the Estimated Closing Statement that are not set forth in or contemplated as disputed in the Notice of Disagreement (or Buyer’s Initial Notice of Disagreement) shall be binding on the Parties and not be subject to further review under this Section 3.01. Following the delivery of a Notice of Disagreement (or Buyer’s Initial Notice of Disagreement), the Parties shall, in good faith and acting reasonably, seek to resolve any differences that they may have with respect to the Disputed Items promptly, and in any event, within the thirty (30) day period following the Crystallization Date (the “**Resolution Period**”). Any Disputed Items resolved in writing between Buyer and Seller Parent during the Resolution Period shall be final and binding with respect to such items, and if Seller Parent and Buyer agree

in writing on the resolution of each Disputed Item specified in the Notice of Disagreement, the amounts of such Disputed Items so determined shall be final and binding on the Parties for all purposes hereunder.

(c) Accounting Firm Dispute Resolution.

(i) If upon the expiration of the Resolution Period, there are any unresolved Disputed Items for which the Disputed Item Percentage for such unresolved Disputed Item is (A) less than or equal to 10%, such unresolved Disputed Item shall be deemed to be the average of the Greater Disputed Item Amount and the Lesser Item Amount for such unresolved Disputed Item, and such determination shall be deemed final and binding upon the Parties hereunder, or (B) greater than 10%, then reasonably promptly following the expiration thereof, Buyer and Seller Parent shall mutually engage and submit such unresolved Disputed Item(s) (the "**Specified Unresolved Disputed Items**") to, and the same shall be finally resolved in accordance with the provisions of this Agreement by, Ernst & Young or such other nationally-recognized accounting firm mutually acceptable to Buyer and Seller Parent (the "**Accounting Firm**"). Buyer and Seller Parent shall each use reasonable best efforts to cause the Accounting Firm to resolve any Specified Unresolved Disputed Items as soon as practicable (but no later than forty (40) days after its acceptance of its appointment), and based solely on written presentations of Buyer, on the one hand, and Seller Parent, on the other hand, submitted to the Accounting Firm (and the other Party) and not by independent review, and to set forth in a written statement its final determination of such Specified Unresolved Disputed Item(s). All written submissions by the Parties shall be delivered to the Accounting Firm (and the other Party) no later than thirty (30) days following the Accounting Firm's acceptance of its appointment (and thereafter, solely at the Accounting Firm's request).

(ii) The Accounting Firm shall consider only Specified Unresolved Disputed Items on which the Buyer and the Seller Parent have been unable to agree. The scope of the disputes to be resolved by the Accounting Firm shall be limited to correcting mathematical errors and determining whether the Specified Unresolved Disputed Items were determined in accordance with this Agreement. The determination of the Accounting Firm with respect to any Specified Unresolved Disputed Item shall be no greater than the greatest amount of such Specified Unresolved Disputed Item, and no less than the lowest amount of such Specified Unresolved Disputed Item, in each case, as proposed by Seller Parent or Buyer. The amount of any Specified Unresolved Disputed Item, as finally determined pursuant to this Section 3.01(c), is referred to as the "**Final Specified Disputed Item Amount**". The determination of the Accounting Firm shall be conclusive and binding upon the parties hereto and shall not be subject to appeal or further review absent fraud or manifest error. In acting under this Agreement, the Accounting Firm shall function solely as an expert and not as an arbitrator; *provided*, that the Accounting Firm shall have the power to conclusively resolve differences in Specified Unresolved Disputed Items as specified in this Agreement. If, before the Accounting Firm renders its determination with respect to the Disputed Items in accordance with this Section 3.01(c), (A) Seller Parent notifies Buyer of its agreement with any items in the Notice of Disagreement, (B) Buyer notifies Seller Parent of its agreement with any items in the Estimated Closing Statement, or (C) the Parties otherwise reach mutual agreement with respect to any Specified Unresolved Disputed Items, then in each case, such items so agreed will be conclusive and binding on the Parties upon such notice and shall become the Final Specified Disputed Item Amount for such Specified Unresolved Disputed Item.

(iii) Each Party shall bear its own costs and expenses in connection with the resolution of such Specified Unresolved Disputed Items by the Accounting Firm. The fees and expenses of the Accounting Firm, shall be borne by Seller Parent and Buyer in inverse proportion as they may prevail on the matters resolved by the Accounting Firm, which proportionate allocation shall be calculated on an aggregate basis based on the relative dollar values of the amounts in dispute and shall be determined by the Accounting Firm at the time the determination of such firm is rendered on the merits of the matters submitted.

(d) Access. Buyer and the Seller Parties will, during the period from and after the date of delivery of the Estimated Closing Statement through the resolution of any Disputed Item (including any Specified Unresolved Disputed Item) pursuant to this Section 3.01, to afford the other party and its Representatives reasonable access, during normal business hours and upon reasonable prior notice, to the personnel, properties, books and records of the Business and to any other information reasonably requested for purposes of preparing and reviewing the calculations contemplated by this Section 3.01.

(e) Closing Payment Adjustment.

(i) The amount of the Closing Payment, as determined utilizing the Final Specified Disputed Item Amounts for the applicable Specified Unresolved Disputed Items is referred to herein as the “**As Adjusted Closing Payment**”. The difference between (x) the amount of the Closing Payment set forth in the Estimated Closing Statement (subject to any changes that were agreed upon prior to the Closing), minus (y) the amount deposited into the Adjustment Escrow Account at Closing is referred to herein as the “**Paid Closing Payment**”.

(ii) To the extent the As Adjusted Closing Payment exceeds the Paid Closing Payment (such excess, the “**Positive Adjustment Amount**”), then promptly (but in any event within five (5) Business Days after the final determination of all Specified Unresolved Disputed Items), the Parties shall delivery a Joint Written Instructions to the Escrow Agent releasing to (A) Seller Parent, the lesser of (x) the Positive Adjustment Amount and (y) all funds in the Adjustment Escrow Account and (B) Buyer, the funds (if any) remaining in the Adjustment Escrow Account after giving effect to clause (A). To the extent the Positive Adjustment Amount is greater than the amount in the Adjustment Escrow Account, Buyer shall pay to Seller Parent, by wire transfer of immediately available funds, and amount equal to such surplus.

(iii) To the extent the Paid Closing Payment equals the As Adjusted Closing Payment, then promptly (but in any event within five (5) Business Days after the determination of all Specified Unresolved Disputed Items), the Parties shall delivery a Joint Written Instructions to the Escrow Agent releasing to Buyer all funds in the Adjustment Escrow Account.

(iv) If the Paid Closing Payment exceeds the As Adjusted Closing Payment (such excess if any, the “**Negative Adjustment Amount**”), then promptly (but in any event within five (5) Business Days after the determination of all Specified Unresolved Disputed Items), (x) the Parties shall delivery a Joint Written Instructions to the Escrow Agent releasing to Buyer all funds in the Adjustment Escrow Account and (y) Seller Parent shall pay, or cause to be

paid, promptly by wire transfer of immediately available funds, an amount equal to such Negative Adjustment Amount.

(f) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 3.02. Closing Payment Deposit; Letters of Credit.

(a) On or prior to the Agreement Date, (i) Buyer has or shall promptly deposit (or shall have deposited) with Citibank N.A., in its capacity as escrow agent (the “**Escrow Agent**”) the sum of \$12,810,000 in the aggregate by wire transfer of immediately available funds (the “**Deposit Escrowed Amount**”) into an escrow account (the “**Deposit Escrow Account**”), to be released by the Escrow Agent and delivered to either Buyer or Seller Parent (or its designee) in accordance with this Agreement and the provisions of the Escrow Agreement and (ii) has delivered to Seller Parent one or more Letters of Credit in an aggregate face amount equal to the Letter of Credit Amount (final drafts of which have been provided to Seller Parent at least two (2) Business Days prior to the Original Agreement Date) and shall maintain such Letters of Credit for the benefit of Seller Parent until the earlier of (A) the Closing, (B) the termination of this Agreement in accordance with Article XI (other than a Specified Termination) or (C) the payment in full of the Specified Reverse Termination Amount in accordance with the terms of this Agreement and the Letters of Credit following a Specified Termination (such earlier date, the “**LC Outside Date**”). The Letters of Credit shall provide that the issuer of such Letters of Credit shall honor Seller Parent’s request to draw on the Letters of Credit upon delivery by Seller Parent to the issuer of the Letter of Credit of the certification signed by Seller Parent, substantially in the form set forth on Exhibit K (the “**LC Draw Certification**”); *provided*, that Seller Parent is so entitled to the Specified Reverse Termination Amount pursuant to this Section 3.02(a), Section 3.02(b), and Section 11.03(b) (and solely if entitled thereunder). Each Letter of Credit shall have an initial term of one (1) year, and shall provide for the automatic extension thereof on each six (6)-month anniversary thereafter unless the applicable issuing bank advises Seller Parent in writing at least sixty (60) days prior to the then current expiration date of its intention not to extend such letter of credit for any additional period, in which case, if the then current expiration date is on or prior to the LC Outside Date, Seller Parent may draw the full amount of such letter of credit before the then applicable expiration date and thereupon deposit such amounts into the Deposit Escrow Account (upon which time such amounts shall become part of the Deposit Escrowed Funds for all purposes hereunder). Buyer shall not, and shall not permit, any Letter of Credit to be amended or otherwise modified, without the prior written consent of Seller Parent. Upon the occurrence of the LC Outside Date, Seller Parent shall, and shall cause its Subsidiaries and Affiliates to, cooperate with Buyer to return the original Letters of Credit to Buyer (or a designee thereof) for further delivery to the issuers of the Letters of Credit.

(b) Seller Parent will, as the only condition to any draw under the Letters of Credit (other than being entitled to do so hereunder), deliver the LC Draw Certification to the issuer of such Letter of Credit. All fees and costs associated with the Letters of Credit shall be

paid by Buyer and in no event may the issuer of the Letters of Credit reduce the Letter of Credit Amount by deducting therefrom any fees incurred by Buyer.

(c) The Deposit Escrowed Amount, together with all accrued investment income thereon (if any) (the “**Deposit Escrowed Funds**”), shall be distributed as follows upon the earliest to occur of the following: (i) to Seller Parent (if applicable) upon the Closing; (ii) to Buyer upon the valid termination of this Agreement, pursuant to and in accordance with Section 11.03(c); or (iii) Seller Parent upon the valid termination of this Agreement, pursuant to and in accordance with Section 11.03(b).

Section 3.03. Certain Closing Deliverables. At the Closing:

(a) Seller Parent shall deliver or cause to be delivered to Buyer the following:

(i) a counterpart of the Joint Written Instructions, duly executed by Seller Parent, directing the Escrow Agent to deliver to Seller Parent (or its designee) the Deposit Escrowed Funds;

(ii) a counterpart of the Bill of Sale, Assignment and Assumption Agreement for the Transferred Assets (other than the Transferred Leases), in the form attached hereto as Exhibit B (the “**Bill of Sale, Assignment and Assumption Agreement**”), duly executed by the applicable Seller Parties;

(iii) a counterpart of the Assignment and Assumption Agreement for Transferred Leases, in the form attached hereto as Exhibit C (the “**Transferred Leased Property Assignment and Assumption Agreement**”), duly executed by the applicable Seller Parties;

(iv) a counterpart of the IP Assignment Agreement, in the form attached hereto as Exhibit D (the “**IP Assignment Agreement**”), duly executed by the applicable Seller Parties;

(v) a counterpart to the Transition Services Agreement, in substantially the form attached hereto as Exhibit E (updated to reflect the addition of the applicable services schedules thereto as mutually agreed) (the “**TSA**”), duly executed by the applicable Seller Parties;

(vi) the officer’s certificate required to be delivered pursuant to Section 6.04(a);

(vii) an original copy of the special or limited warranty deed (as customary in the applicable jurisdiction) (the “**Deed(s)**”), in recordable form and duly executed by the applicable Seller Parties, conveying each Transferred Owned Real Property to Buyer, and in form reasonably satisfactory to Buyer, subject only to matters that are Permitted Liens, together with duly executed Transfer Tax or sales disclosure forms, if applicable;

(viii) a duly executed IRS Form W-9 from each Seller Party (or its regarded owner for U.S. federal income tax purposes) selling, conveying, or transferring any Transferred Assets;

(ix) all other instruments of conveyance and transfer, in form and substance reasonably acceptable to Seller Party and Buyer, as may be necessary to convey the Transferred Assets to Buyer.

(b) Buyer shall deliver or cause to be delivered to Seller Parent the following:

(i) an amount equal to the Closing Payment less (x) the Deposit Escrowed Amount and (y) the Adjustment Escrow Amount, by wire transfer of immediately available funds to an account or accounts as directed by Seller Parent, on behalf of itself and the Seller Parties, in writing, prior to the Closing Date; *provided*, that the Parties acknowledge that neither Buyer nor any of its Affiliates, shall have any Liability or other obligation with respect to the Closing Payment once paid in accordance with the wiring instructions provided in writing by Seller Parent;

(ii) a counterpart of the Joint Written Instructions, duly executed by Buyer, directing the Escrow Agent to deliver to Seller Parent (or its designee) the Deposit Escrowed Funds;

(iii) all required Transfer Tax stamps and transfer forms (if any), unless under applicable Law such Transfer Tax stamps or duly stamped transfer forms are only available post-Closing (in which case such Transfer Tax stamps or duly stamped transfer forms shall be delivered to Seller Parent promptly and in any event no later than ten (10) Business Days after receipt thereof by Buyer);

(iv) a counterpart of the Bill of Sale, Assignment and Assumption Agreement, duly executed by Buyer;

(v) a counterpart of the Transferred Leased Property Assignment and Assumption Agreement, duly executed by Buyer;

(vi) a counterpart of the IP Assignment Agreement, duly executed by Buyer;

(vii) a counterpart to the TSA, duly executed by Buyer and each of its applicable Affiliates;

(viii) the officer's certificate required to be delivered to Seller Parent pursuant to Section 9.02; and

(ix) all other instruments of conveyance and transfer, in form and substance reasonably acceptable to Seller Parent and Buyer, as may be necessary to convey the Transferred Assets to Buyer.

Section 3.04. Purchase Price Allocation. Buyer and Seller Parent agree (a) that the Transactions shall not be treated as giving rise to any deemed payments to Buyer in exchange for Buyer assuming any liabilities under this Agreement or in respect of deferred revenue or prepaid amounts and (b) to allocate the Aggregate Purchase Price and all other relevant items treated as consideration for U.S. federal income Tax purposes among the Transferred Assets in accordance

with Section 1060 of the Code and the Treasury Regulations promulgated thereunder. Reasonably in advance of the Closing Date, Buyer shall use commercially reasonable efforts to deliver to Seller Parent its proposed allocation for review and comment; *provided* that Buyer shall use the information reasonably available to it and as provided by Seller Parent and the delivery of such proposed allocation shall not be construed as a condition to Closing. Buyer and Seller Parent shall mutually cooperate to resolve any differences in good faith, with the objective of having an agreed tentative allocation at least three (3) Business Days prior to the Closing. No later than ten (10) Business Days after the delivery of the Estimated Closing Statement, Buyer shall deliver to Seller Parent a final allocation of the Aggregate Purchase Price and all other relevant items treated as consideration for U.S. federal income Tax purposes as of the Closing Date among the Transferred Assets determined in a manner consistent with the tentative allocation, with appropriate adjustments proposed by Buyer or Seller Parent in the interim based on new available information (the “**Purchase Price Allocation**”). Seller Parent shall provide Buyer with any comments to the Purchase Price Allocation within five (5) days after the date of receipt by Seller Parent. If Seller Parent does not deliver any written notice of objection to the Purchase Price Allocation within such five (5)-day period, the Purchase Price Allocation shall be final, conclusive and binding on the Parties. If a written notice of objection is timely delivered to Buyer, Seller Parent and Buyer will negotiate in good faith for a period of ten (10) Business Days to resolve such dispute (the “**Allocation Dispute Resolution Period**”). If, during the Allocation Dispute Resolution Period, Seller Parent and Buyer resolve their differences in writing as to any disputed amount, such resolution shall be deemed final and binding with respect to such amount for the purpose of determining that component of the Purchase Price Allocation. In the event that Seller Parent and Buyer do not resolve all of the items disputed in the Purchase Price Allocation prior to the end of the Allocation Dispute Resolution Period, each party shall be entitled to use their own Purchase Price Allocation. If the Parties agree on a Purchase Price Allocation, (i) any subsequent adjustments to the Aggregate Purchase Price for U.S. federal income Tax purposes shall be allocated in a manner consistent with the Purchase Price Allocation as finally determined hereunder and (ii) none of the Parties shall take any position inconsistent with the Purchase Price Allocation on any Tax Return or in any audit or Tax proceeding, unless otherwise required by a final determination by a Government Authority; provided, however, that no Party shall be unreasonably impeded in its ability and discretion to negotiate, compromise or settle any Tax audit, claim or similar proceedings in connection with the Purchase Price Allocation. Notwithstanding any other provision of this Agreement, the terms and provisions of this Section 3.04 shall survive the Closing without limitation.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLER PARENT

Seller Parent hereby represents and warrants to Buyer that, except as set forth in the Disclosure Schedules:

Section 4.01. Formation and Authority of the Seller Parties; Enforceability. Each Seller Party is a corporation, limited partnership, limited liability company, or other entity duly incorporated, formed, or organized, validly existing and, to the extent legally applicable, in good standing under the Laws of its jurisdiction of incorporation, formation, or organization. Subject to the entry of the Bidding Procedures Order and the Sale Order, Seller Parent has (and each other

Seller Party will have prior to the Closing) the requisite corporate, limited partnership, limited liability company, or other appropriate power to execute, deliver and perform its obligations under the Seller Transaction Agreements (including the consummation of the Seller Transactions) to which it is a party. Each Seller Party has the requisite corporate or other power to operate the Business as now conducted and is duly qualified as a foreign corporation, limited partnership, limited liability company, or other organization to do business, and to the extent legally applicable, is in good standing, with respect to the Business, in each jurisdiction in which the character of its owned, operated, or leased properties, or the nature of its activities makes such qualification necessary, except for jurisdictions where the failure to be so qualified or in good standing has not had and would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect. The execution, delivery, and performance by each Seller Party of the Seller Transaction Agreements (including the consummation of the Seller Transactions) to which it is a party have been (or, in the case of a Seller Party other than Seller Parent, will be prior to the Closing) duly authorized by all requisite corporate or organizational action on the part of such Seller Party. Subject to the entry of the Bidding Procedures Order and the Sale Order, this Agreement has been duly executed and delivered by Seller Parent, and upon execution and delivery thereof, the other Seller Transaction Agreements will be duly executed and delivered by the Seller Parties party thereto, and (assuming due authorization, execution and delivery thereof by the other parties hereto and thereto) this Agreement constitutes, and upon execution and delivery thereof, the other Seller Transaction Agreements will constitute, legal, valid and binding obligations of the Seller Parties party thereto, enforceable against the Seller Parties party thereto in accordance with their respective terms, subject to the Bankruptcy and Equity Exception.

Section 4.02. No Conflict. Provided that all Consents, waivers or other actions listed on Schedule 4.02 or described in Section 9.06 (including the Government Approvals) have been obtained or satisfied, the execution, delivery, and performance by the Seller Parties of the Seller Transaction Agreements do not and will not:

(a) violate or conflict with the certificate or articles of incorporation or bylaws or similar organizational documents of any of the Seller Parties;

(b) violate any Law or Order applicable to the Seller Parties or the Business (including Privacy Laws);

(c) violate, conflict with, result in a breach of, or constitute a violation or default (or any event that, with notice or lapse of time or both would constitute a default) under, or give rise to any right to terminate, cancel, or accelerate, or result in a loss of a material benefit under, any Material Contract; or

(d) result in the creation of any Lien (other than a Permitted Lien) on any properties or assets of any Seller Party;

except, in the case of clauses (g), (g), or (g), as would not, individually or in the aggregate, reasonably be expected to be material to the Transferred Assets, the Assumed Liabilities or the Business taken as a whole.

Section 4.03. Consents and Approvals. The execution, delivery and performance by the Seller Parties of the Seller Transaction Agreements do not and will not require any Consent, waiver, or other action by, or any filing with, or notification to, any Government Authority by any Seller Party, except (a) the approval of the Bankruptcy Court, (b) the Government Approvals, (c) in connection with applicable filing, notification, waiting period, or approval requirements under applicable Antitrust Laws, Communications Laws, the DPA and BTOP Grants, (d) where the failure to obtain such Consent or waiver, or to take such action or make such filing or notification in each case, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, or (e) as may be necessary as a result of any facts or circumstances relating to Buyer or Buyer's Affiliates.

Section 4.04. Financial Information; Absence of Undisclosed Liabilities.

(a) Schedule 4.04(a) sets forth true and complete copies of (i) the audited consolidated balance sheet and related statements of income and cash flows of Seller Parent for the fiscal year ended December 31, 2023 (collectively, the "**Audited Financial Statements**"), (ii) the unaudited consolidated balance sheet and related statements of income and cash flows of Seller Parent for the twelve (12) month period ended December 31, 2024, and (iii) the unaudited consolidated balance sheet (the "**Latest Balance Sheet**") and related statements of income and cash flows of Seller Parent for the three (3) month period ended March 31, 2025 (the "**Balance Sheet Date**" and the balance sheets and related statements referred to in clauses (ii) and (iii), collectively, the "**Unaudited Financial Statements**" and, together with the Audited Financial Statements, the "**Financial Statements**"). The Financial Statements (A) have been prepared based on the books and records of Seller Parent and the Seller Parties, (B) have been prepared in accordance with GAAP, and (C) present fairly, in all material respects, the financial condition and results of operation of the Business as of the respective dates and for the respective periods presented, subject to (I) in the case of Unaudited Financial Statements, the absence of notes (as applicable), which are not, individually or in the aggregate, material in amount or nature to the Business taken as a whole, or the absence of recurring or other year-end adjustments, and (II) the fact that the Financial Statements are on a consolidated basis and include the effects of each Excluded Business to the extent that the Seller Parties (or their respective Subsidiaries) owned or otherwise conducted such business as of the applicable date or for the periods covered thereby.

(b) Other than (i) to the extent set forth in the Latest Balance Sheet, (ii) as set forth in Schedule 4.04(b), (iii) Liabilities incurred in the Ordinary Course of Business since the Balance Sheet Date (none of which is a Liability for violation of Law, breach of Contract, tort, infringement, or misappropriation), (iv) Liabilities by Seller Parties pursuant to and in accordance with this Agreement, (v) Excluded Liabilities, and (vi) Liabilities that would not reasonably be expected to individually or in the aggregate, be material to the Transferred Assets, the Assumed Liabilities or the Business taken as a whole, or that would otherwise prevent or materially impair or materially delay the ability of the Seller Parties to consummate the Seller Transactions or otherwise perform their obligations under the Seller Transaction Agreements, there are no Liabilities of the Business of any nature, whether or not any such Liability would be required to be reflected on, reserved against or otherwise described in a balance sheet prepared in accordance with GAAP.

Section 4.05. Absence of Certain Changes or Events. Except (in the case of Section 4.05(a) and 4.05(c)), (a) as a result of the Bankruptcy Cases, (b) in connection with the wind-down of the PA Business or (c) as contemplated by the Transaction Agreements or in connection with the preparation for sale and marketing of the Business, the IL Divested Business, or the MO Divested Business, the negotiation and execution of the Transaction Agreements, or the consummation of the Transactions or the transactions contemplated by the IL Divestiture APA or the MO Divestiture APA, since the Balance Sheet Date through the Original Agreement Date:

(a) The Seller Parties have conducted the Business in all material respects in the Ordinary Course of Business and in a manner consistent with past practices, including using reasonable best efforts to preserve: (i) the Seller Parties' present business organization and (ii) the Seller Parties' present relationships with customers, suppliers and others having business dealings with the Seller Parties, in each case, to the extent related to the Business.

(b) There has not been any change, event, occurrence, effect, circumstance or development, actually or threatened, which has had, or would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(c) Except as set forth on Schedule 4.05(c), no Seller Party has taken any action that, if taken in such time period, would constitute a breach of the covenants set forth in (g) or require Buyer's consent to take such (or omit to take) action had such section been in effect from and after the Balance Sheet Date.

Section 4.06. Absence of Litigation. Since the Lookback Date, other than the Bankruptcy Cases and the proceedings arising therefrom, no Actions are pending or threatened in writing or, to the Knowledge of Seller Parent, verbally, against the Seller Parties (with respect to the Business and the Transferred Assets), in each case, that would reasonably be expected to individually or in the aggregate, be material to the Transferred Assets, the Assumed Liabilities or the Business taken as a whole, or that would otherwise prevent or materially impair or delay the ability of the Seller Parties to consummate the Seller Transactions.

Section 4.07. Compliance with Laws; Permits.

(a) None of the Seller Parties is, or since the Lookback Date has been, in violation of any Laws, Orders, or BTOP Grants applicable to the conduct of the Business, including any Communication Laws, except (a) for such past noncompliance as has been remedied and imposes no continuing current or future Liabilities or costs on any Seller Party or with respect to any Transferred Assets, the Assumed Liabilities or the Business taken as a whole, and (b) where the failure to be in compliance would not reasonably be expected to be material to any of the Transferred Assets, Assumed Liabilities or the Business taken as a whole. Since the Lookback Date, neither Seller Parent nor any of its Subsidiaries has received any written notice (or, to the Knowledge of Seller Parent, verbal notice) of or been charged with the violation of any Laws or alleging any actual or pending Liability arising under any applicable Law that individually or in the aggregate, would reasonably be expected to be material to the Transferred Assets, the Assumed Liabilities or the Business taken as a whole.

(b) Schedule 4.07(b) lists all material Communications Permits required in connection with the operation of the Transferred Assets and the Business as operated on the Original Agreement Date. All material Communications Permits, (i) are in full force and effect and validly issued, (ii) have not been suspended, canceled, revoked or modified in any manner, and there is no Action pending or threatened that seek the revocation, cancellation, suspension or modification thereof, and (iii) are not subject to any conditions or requirements that have not been imposed generally upon communications permits in the same service, unless such conditions or requirements are set forth on the face of the applicable Communication Permits, in each case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. To the Knowledge of Seller Parent, since the Lookback Date, there has not been any event, condition or circumstance that would preclude any such material Communications Permit from being renewed in the Ordinary Course of Business (to the extent that such Communications Permit is renewable by its terms).

(c) Schedule 4.07(c) sets forth a true and complete list of the material Transferred Permits possessed by the Seller Parties. There is no application pending before the FCC, a State PUC or any other Government Authority relating to the Transferred Permits or the operation of the Transferred Assets. None of the Seller Parties is in default under or is currently violating in any respect any material Transferred Permit, and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation of any material Transferred Permit, except where such default or violation would not, individually or in the aggregate, have a Material Adverse Effect.

Section 4.08. Certain Business Practices.

(a) None of the Seller Parties, nor any of their respective directors, managers, officers, or, to the Knowledge of Seller Parent, any employees (acting in their capacities as such), agents, or representatives acting for or on behalf of the Seller Parties, has, with respect to the operation of the Business, since the Lookback Date offered, paid, promised to pay, or authorized the payment of any money or any other thing of value to any Person (i) with the intention of inducing improper conduct on the part of the recipient, (ii) acceptance of which would violate the policies of the recipient's employer or cause the recipient to breach a duty owed to his or her employer, or (iii) to otherwise secure an undue or improper advantage in violation of any applicable Anti-Corruption Law, in each case, as would not, individually or in the aggregate, reasonably be expected to be material to the Transferred Assets, the Assumed Liabilities or the Business taken as a whole.

(b) None of the Seller Parties, nor any of their respective directors, managers, officers, or, to the Knowledge of Seller Parent, employees (acting in their capacities as such), agents, or any representatives acting for or on behalf of the Seller Parties (i) has been or is a Sanctioned Person; or (ii) has, with respect to the operation of the Business, since April 24, 2019, transacted business with or for the benefit of a Sanctioned Person; or (iii) since the Lookback Date, with respect to the operation of the Business, otherwise violated applicable Sanctions or Ex-Im Laws, in each case, as would not, individually or in the aggregate, reasonably be expected to be material to the Transferred Assets, the Assumed Liabilities or the Business taken as a whole.

(c) To the Knowledge of Seller Parent, in the last five (5) years, the Seller Parties have not been the subject of any allegation, voluntary disclosure, investigation, prosecution or enforcement action related to any Anti-Corruption Laws, Ex-Im Laws, or Sanctions, or relevant policies, procedures, and internal controls related to the foregoing with respect to the Business, in each case, as would not, individually or in the aggregate, reasonably be expected to be material to the Transferred Assets, the Assumed Liabilities or the Business taken as a whole.

Section 4.09. Intellectual Property; Privacy and Data Security.

(a) Schedule 4.09(a) sets forth all Business Registered IP included in the Transferred Assets and the jurisdiction(s) in which any such Business Registered IP has been issued or registered or in which any application for such issuance and registration has been filed. All of the material Business Registered IP included in the Transferred Assets is subsisting, and, to the Knowledge of Seller Parent, valid, and enforceable. None of the Seller Parties, nor the operation of the Business, infringe, misappropriate, or otherwise violate, or have since the Lookback Date infringed, misappropriated, or otherwise violated, the Intellectual Property of any Person. The Seller Parties exclusively possess all right, title, and interest to, or have a valid and enforceable right to use, all material Intellectual Property used in or necessary for the conduct of the Business, free and clear of all Liens, other than Permitted Liens, and, subject to the terms of this Agreement and the other Transaction Agreements, all such Intellectual Property that is material to the Business is included in the Transferred Assets and shall be owned or available for use by Buyer immediately following the Closing on the same basis and same terms as owned or available for use by the Seller Parties in connection with the Business immediately prior to the Closing, except with respect to Intellectual Property licensed to the Seller Parties under any third-party license agreements of which Buyer elects not to take assignment.

(b) Since the Lookback Date, none of the Seller Parties have received any written complaint, claim, notice or demand from any Person alleging that any Seller Party or the operation of the Business infringes, misappropriates, or otherwise violates any Intellectual Property of any Person or challenging the ownership or use by any Seller Party of, or the validity, enforceability, or registrability of, any material Business Intellectual Property included in the Transferred Assets. There are no Actions pending or threatened in writing against any Seller Party alleging that any Seller Party or the operation of the Business infringes, misappropriates, or otherwise violates any Intellectual Property of any Person, in each case, that would reasonably be expected to individually or in the aggregate, be material to the Transferred Assets, the Assumed Liabilities or the Business taken as a whole, or that would otherwise prevent or materially impair or delay the ability of the Seller Parties to consummate the Seller Transactions.

(c) To the Knowledge of Seller Parent, as of the Original Agreement Date, no Person is engaging in any activity that infringes, misappropriates, or otherwise violates any Business Intellectual Property included in the Transferred Assets.

(d) The Business Systems included in the Transferred Assets are functional and operate and run in a reasonable business manner and are sufficient in all material respects for the current needs of the Business, including as to capacity and ability to meet current peak volumes and anticipated volumes in a timely manner, and the Seller Parties maintain reasonable backup and disaster recovery plans and procedures with respect to the Business Systems included in the

Transferred Assets and the data stored or processed thereby. Since the Lookback Date, there have been no material security breaches, malfunctions, data losses, outages, unavailability or failures of the Business Systems included in the Transferred Assets.

(e) The Seller Parties take and have taken commercially reasonable steps to maintain the confidentiality of all material trade secrets and confidential information and to secure ownership of material Intellectual Property developed on their behalf. All material Intellectual Property developed by past or current employees, consultants, or independent contractors of any Seller Party in the scope of their employment or engagement either vested in such Seller Party by operation of Law or has been assigned to such Seller Party under a written agreement and each Person who has been provided, or with access to, any material trade secrets or confidential information of the Business or any of the Seller Parties has signed an agreement with reasonable confidentiality obligations and use restrictions or is under a legally-binding duty of confidentiality with respect to the same. To the Knowledge of Seller Parent, no such employee, consultant, or independent contract is in violation of any such agreement or duty and there has been no unauthorized disclosure of any such trade secrets or information.

(f) The Seller Parties maintain and have maintained policies and procedures regarding data Processing and have reasonable safeguards in place reasonably designed to (i) protect Personal Data in their possession or under their control against loss, theft, or unauthorized use or disclosure and (ii) ensure that the operation of the Business is in compliance with all Privacy Laws in all material respects. There has been no alleged or actual material unauthorized access to or use of, or material breach of the security of, any Personal Data, payment card information, confidential or proprietary data or any other material information Processed by or on behalf of the Seller Parties (or any acquisition, use, loss, destruction, compromise, or disclosure thereof). None of the Seller Parties have received any written notice of any claims of, or, to the Knowledge of Seller Parent, been charged with, the violation of any Privacy Laws, that individually or in the aggregate, would reasonably be expected to be material to the Transferred Assets, the Assumed Liabilities or the Business, taken as a whole.

(g) The Seller Parties comply, and have, since the Lookback Date, complied, in all material respects with all of their policies and procedures regarding data Processing and all Privacy Laws and applicable provisions of any contract with respect to data privacy, data security, or consumer protection, including the Seller Parties' written internal and external-facing privacy policies. To the Knowledge of Seller Parent, no Seller Party, with respect to the Transferred Assets, the Assumed Liabilities or the Business, has been required to give notice to any customer, supplier, payment card issuer, financial institution, Government Authority, data subject, or other Person of any actual or alleged data security breaches, incidents, or failures or any material noncompliance pursuant to any applicable Laws or applicable provisions of any contract with respect to data privacy, data security, or consumer protection. Immediately after the Closing, to the maximum extent permitted by the Bankruptcy Code and applicable Law (including Privacy Laws and the privacy policies and notices of the applicable Seller Party in effect at the time of collection of the Personal Data included in the Transferred Assets), Buyer shall have substantially the same rights with respect to Personal Data included in the Transferred Assets and Processed by or on behalf of the Seller Parties in connection with the Business as the Seller Parties have immediately prior to the Closing.

(h) With respect to any software licensed on an “open source” or “freeware” basis that is bundled with, embedded in, linked to, or otherwise integrated with any software included in the Business Intellectual Property included in the Transferred Assets (i) the Seller Parties are and have been in material compliance with all applicable licenses with respect thereto, and (ii) none of such owned software included in the Business Intellectual Property included in the Transferred Assets embeds, incorporates, links to, or otherwise uses or interacts with any such open source software or freeware in a manner or relation that requires (or conditions the grant of any rights upon) any distribution (or re-distribution), disclosure, or licensing of, or any licensee being permitted to modify, make derivative works of, or reverse engineer, any proprietary software included in the Business Intellectual Property included in the Transferred Assets (including any source code thereto), create obligations for the Seller Parties to grant, or purport to grant, to any third party any rights or immunities under any Business Intellectual Property included in the Transferred Assets (including any patent non-asserts or patent licenses), or impose any economic limitations on the Seller Parties’ commercial exploitation thereof. No Person other than the Seller Parties (or their contractors engaged to provide software development services and that are subject to written agreements with reasonable confidentiality obligations and use restrictions with respect to software code) is in possession of, or has been granted any current or contingent license or other right with respect to, any source code included in the Business Intellectual Property included in the Transferred Assets, and no such source code has been disclosed, licensed, released, distributed, escrowed or made available to or for any Person and no Person has been granted any rights thereto or agreed to disclose, license, release, deliver, or otherwise grant any right thereto under any circumstance.

Section 4.10. Environmental Matters.

(a) Except as would not, individually or in the aggregate, reasonably be expected to be material to the Transferred Assets, the Assumed Liabilities or the Business, taken as a whole:

(i) each of the Seller Parties is, and since the Lookback Date has been, in compliance with all applicable Environmental Laws, which compliance includes maintaining and complying with all material Environmental Permits required or necessary to own or operate the Business (and a list of all such Environmental Permits is set forth on Schedule 4.10(a)(i));

(ii) there are no Actions pending or, to the Knowledge of Seller Parent, threatened in writing, against the Seller Parties alleging that the Seller Parties or the Business are violating, or responsible for a Liability under, any Environmental Law, in each case with respect to the Business;

(iii) with respect to the Business, no Seller Party and, to the Knowledge of Seller Parent, no other Person to the extent giving rise to Liability for any Seller Party has released, disposed or arranged for disposal of, transported, exposed any Person to, or owned or operated any property or facility contaminated by, any Hazardous Materials, in each case so as to give rise to any Liability under Environmental Laws for any Seller Party or otherwise with respect to the Business or the Transferred Assets.

(b) The Seller Parties have provided to Buyer copies of all material environmental reports, assessments and audits in their possession or control and relating to the Business or the Transferred Assets and Assumed Liabilities.

Section 4.11. Material Contracts.

(a) Schedule 4.11(a) sets forth a true, complete and accurate listing of the following Contracts that are primarily related to the Business, in each case that is in effect on the Original Agreement Date and in each case other than Employee Plans (collectively, the “**Material Contracts**”); *provided*, that any purchase orders, servicer orders, or statements of work entered into in the Ordinary Course of Business shall not be required to be listed on Schedule 4.11:

(i) Contracts between a Seller Party, and any Affiliate or current or former officer, director, manager, employee or direct or indirect equityholder of any Seller Party, other than employment agreements or similar Contracts entered into in the Ordinary Course of Business;

(ii) any collective bargaining agreement or other labor-related Contract with any labor union, works council or labor organization (each, a “**Labor Agreement**”) representing any Covered Employees;

(iii) any employment or consulting agreement or deferred compensation, severance, bonus or similar Contract with any Covered Employee that (A) provides for (I) annual or aggregate compensation in excess of \$150,000 and (II) payment of any severance benefits or (III) any change in control, retention or other payments that would be triggered solely by the consummation of the transactions hereunder or (B) that cannot be terminated with less than sixty (60) days’ notice without incurring any Liability or financial obligation;

(iv) Contract for the sale or disposition of any of the assets of the Business, other than in the Ordinary Course of Business, for consideration in excess of \$500,000;

(v) Contracts relating to the acquisition or disposition of any business assets or properties (whether by merger, sale of stock, sale of assets or otherwise) by any Seller Party of any other Person, in each case, for consideration in excess of \$500,000 and which acquisition is pending or was consummated since the Lookback Date;

(vi) Contracts relating to incurrence of Debt or the making of any loans, in each case, involving amounts in excess of \$500,000;

(vii) each Contract relating to any single Capital Expenditure or series of related Capital Expenditures pursuant to which the Business has future financial obligations in excess of \$500,000;

(viii) other than Intercompany Debt (A) made or incurred in the Ordinary Course of Business which will be fully and unconditionally released and discharged at or prior to the Closing or (B) incurred in accordance with any Order of the Bankruptcy Court, Contracts relating to, or which create, Liens upon or in respect of the Transferred Assets (other than Permitted Liens);

(ix) Contracts which (A)(1) involve the receipt of revenue by the Seller Parties or (2) the expenditure by the Seller Parties, in each case, in excess of \$500,000 annually, (B) requires performance by any party thereto for more than one year from the Original Agreement Date, and (C) are not terminable by the applicable Seller Party that is party thereto without penalty on less than one hundred eighty (180) days' notice;

(x) settlements (A) in excess of \$750,000 entered into since the Lookback Date with respect to any Action or (B) for which the Business has ongoing monetary or non-monetary Liability(ies) thereunder;

(xi) BTOP Grants;

(xii) Contracts (A) for the inbound or outbound license of any Intellectual Property (other than (x) in-bound licenses for off-the-shelf or other commercially available software (including open source software) licensed or procured for aggregate fees of \$100,000 or less and, (y) non-exclusive licenses granted by any Seller Party to customers or service providers in the Ordinary Course of Business or that are incidental to the transaction contemplated by the Contracts containing such licenses, where the purpose of such Contracts is primarily something other than the license of Intellectual Property), (B) under which any Person has developed or been engaged to develop for any Seller Party any material Business Intellectual Property included in the Transferred Assets (excluding agreements with employees and contractors in the Ordinary Course of Business and on standard forms of agreement under which such employees and contractors assign rights in all such Intellectual Property to a Seller Party), or (C) settling, resolving, or purporting to settle or resolve any material dispute with respect to, or otherwise affecting any Seller Party's rights to use or enforce, any Business Intellectual Property included in the Transferred Assets, including settlement agreements, coexistence agreements, covenant-not-to-sue agreements, and consent-to-use agreement;

(xiii) Contracts that constitute a partnership agreement, joint venture agreement, strategic alliance, joint development or similar Contract or arrangement, including any Contract involving the sharing of profits, losses, costs or liabilities of Seller Parent or its Subsidiaries with any other Person;

(xiv) Contracts that contain (A) "most favored nation", "take or pay", or equivalent preferential pricing terms for the benefit of any third party, (B) "exclusivity" or any similar requirement in favor of any Person or (C) a minimum spend or purchase requirement, output requirement or any similar requirement in favor of any Person;

(xv) Contracts that (A) contains a non-compete clause binding or purporting to be binding on the Business or otherwise will limit or purports to limit the ability of the Business to engage or compete in any line of business or with any Person or in any geographic area or during a period of time or (B) that limits or purports to limit the Business from soliciting, hiring or otherwise engaging with any prospective employee, consultant, contractor, customer or supplier;

(xvi) Contracts with a Top Customer or Top Vendor;

(xvii) Contracts granting a power of attorney or similar Contract that provides any Person the right or power to bind the Business; and

(xviii) a commitment, promise, or agreement (whether written, oral or otherwise) to enter into any of the foregoing.

(b) Each Material Contract is a legal, valid, and binding obligation of the Seller Party that is party thereto, as the case may be, and, to the Knowledge of Seller Parent, each other party to such Material Contract, and is enforceable against the applicable Seller Party, as the case may be, and, to the Knowledge of Seller Parent, each other party to such Material Contract, in accordance with its terms, subject, in each case, to the Bankruptcy and Equity Exception. A true, complete and accurate copy of each Material Contract (and all amendments, supplements or other modifications thereto), and all other material documents, agreement or undertakings related thereto, including material work orders, purchase orders and similar documents, have been made available to Buyer. Except (i) as a result of the Bankruptcy Cases, (ii) would not reasonably be expected to be material to the Transferred Assets, Assumed Liabilities, or the Business, taken as a whole, (iii) as will be cured upon entry of the Sale Order and payment of the Cure Costs, or (iv) Excluded Contracts that have been, or will be rejected in the Bankruptcy Cases, each Seller Party has performed all obligations required to be performed by it under the Material Contracts, and it is not (with the giving of notice or the passage of time, or both) in breach or default thereunder, and to the Knowledge of Seller Parent, no other party to any Material Contract is in default or breach (with the giving of notice or the passage of time, or both) under the terms of any such Material Contract and, to the Knowledge of Seller Parent, no event, condition or omission has occurred that with or without the giving of notice or the passage of time or both would constitute a breach or default by the Seller Parties or any other party to such Material Contract. Except as set forth on Schedule 4.11(b), no Seller Party has received from any other party to a Material Contract any written claim or notice of termination or intention to terminate, materially and adversely amend or modify (including, proposing in writing (or, to the Knowledge of Seller Parent, orally), any amendment or modification to material terms relating to payment, price, or duration), or not renew (or renew on materially different terms) any such Material Contract. No Seller Party has received any written (or the Knowledge of Seller Parent, verbal) threat from any other Person with respect to any breach or default of any Material Contract.

(c) None of the Seller Parties has delivered any written (or the Knowledge of Seller Parent, verbal) notice of any default or event that with notice or lapse of time or both would constitute a default by a third party under any Material Contract that would individually or in the aggregate, reasonably be expected to be material to the Transferred Assets, the Assumed Liabilities or the Business.

Section 4.12. Government Contracts. Neither Seller Parent nor any of the Seller Parties has (a) breached or violated any Law, clause or other material requirement pertaining to any Government Contract; (b) been excluded from bidding by a Government Authority; (c) been audited or investigated by any Government Authority with respect to any Government Contract; (d) conducted or initiated any internal investigation or made any disclosure with regard to any irregularity in connection with a Government Contract; or (e) received any small business set aside contract or other order or contract requiring small business or other preferred bidder status, in each case of clauses (a) through (e), as would not, individually or in the aggregate, reasonably be

expected to be material to the Transferred Assets, the Assumed Liabilities, or the Business, taken as a whole, or that would otherwise prevent or materially impair or delay the ability of the Seller Parties to consummate the Seller Transactions or otherwise perform their obligations under the Seller Transaction Agreements. To the Knowledge of Seller Parent, neither Seller Parent nor any of the Seller Parties has received any allegations of fraud, false claims or overpayments with respect to any of the Seller Parent's or the Seller Parties' Government Contracts.

Section 4.13. Employment and Employee Benefits Matters.

(a) Schedule 4.13(a) includes a correct and complete list, as of the Original Agreement Date, of all Assumed Employee Plans and separately lists and designates all other material Employee Plans. Seller Parent has previously made available to Buyer a true and complete copy of the following documents, to the extent applicable: (i) with respect to each material Employee Plan, any written plan documents (and the material terms of any unwritten Employee Plan) and all amendments thereto, including any related to trust documents, insurance contracts, or other funding arrangements, and all amendments thereto; (ii) with respect to any Assumed Employee Plan, the most recent Forms 5500 and all schedules thereto and the most recent actuarial report, if any; (iii) with respect to any Employee Plan, the most recent IRS determination letter; (iv) with respect to each material Employee Plan, the most recent summary plan descriptions and summaries of material modifications; (v) written summaries of all non-written Assumed Employee Plans and non-written material Employee Plans that are not Assumed Employee Plans; and (vi) with respect to any Assumed Employee Plan, all material non-routine correspondence received or sent from any Government Authority since the Lookback Date.

(b) Each Employee Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter, or is entitled to rely on an opinion letter, from the IRS or is maintained on a prototype plan document that has received a favorable opinion letter or advisory letter from the IRS that such form of plan document is so qualified or exempt and no circumstances or events have occurred that would reasonably be expected to adversely affect the qualification of any such Employee Plan.

(c) No Employee Plan is and none of the Seller Parties currently maintains, sponsors, contributes to (or has an obligation to contribute to), or has, within the six (6) year period ending on the Original Agreement Date, maintained, sponsored, contributed to (or been obligated to contribute to), or otherwise has any Liability under or with respect to (i) a "multiemployer plan" as defined in Section 3(37) of ERISA, (ii) a pension plan subject to the funding standards of Section 302 of ERISA, Title IV of ERISA or Section 412 of the Code or any defined benefit plan (as defined in Section 3(35) of ERISA), (iii) a "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA) or (iv) a "multiple employer plan" (within the meaning of Section 210 of ERISA or Section 413(c) of the Code). No Employee Plan provides, and the Business does not have any Liability to provide, for post-employment, post-ownership or post-service health or welfare benefits to any Person other than (A) as required by Code Section 4980B or similar Laws, or (B) coverage through the end of the month in which a termination of service occurs if permitted by the terms of the applicable Employee Plan, in each case, and for which the covered Person pays the full premium cost of coverage.

(d) Each Employee Plan has been established, maintained, administered, funded and operated, in all material respects, in accordance with its terms and in compliance with the requirements of ERISA, the Code and all applicable Laws and no event has occurred with respect to any Employee Plan that has subjected or would reasonably be expected to subject the Business or any Transferred Asset to any material Tax, fine, Lien, penalty or other Liability imposed by ERISA, the Code (including with respect to Sections 4980B, 4980D, 4980H, 6721 of 6722 of the Code) or any other applicable Law.

(e) No material Actions are pending or, to the Knowledge of Seller Parent, threatened from any Government Authority in connection with any Assumed Employee Plan (other than routine benefit claims) or, to the extent material Liability to the Business could result, any other Employee Plan. With respect to each Employee Plan, all contributions, premiums or other payments with respect to the Business that have become due have been timely paid, in all material respects, or to the extent not yet due, have been properly accrued in accordance with GAAP, in all material respects. With respect to each Employee Plan, there have been no non-exempt "prohibited transactions" (as such term is defined under Section 406 of ERISA or Section 4975 of the Code) or breaches of fiduciary duty (as determined under ERISA), in each case, that could result in material Liability to the Business.

(f) No Seller Party is a party to or bound by any Labor Agreement with any labor union covering the Covered Employees, and none are currently being negotiated; and no Covered Employees of any Seller Party are represented by any labor union, labor organization or works council with respect to their employment with the Seller Party. To the Knowledge of Seller Parent, since the Lookback Date, there have been no labor organizing activities with respect to any Covered Employee. With respect to the Covered Employees, there are, and since the Lookback Date have been no actual or, to the Knowledge of Seller Parent, threatened (i) strikes, concerted work stoppages, concerted work slowdowns, hand billing, lockouts, or material labor disputes against or affecting any Seller Party, or (ii) unfair labor practice charges, material grievances or material labor arbitrations.

(g) Since the Lookback Date, no Seller Party has implemented any plant closing or layoff of employees triggering a notice obligation under the federal Worker Adjustment and Retraining Notification Act of 1988 or any similar applicable state or local law (the "WARN Act"), nor is there presently any outstanding liability under the WARN Act. As of the Original Agreement Date, no plant closing or employee layoffs which would trigger a notice obligation under the WARN Act are planned or announced.

(h) Since the Lookback Date, the Seller Parties have reasonably investigated all sexual harassment and sexual misconduct allegations against any current or former officers, directors, or executive level employees of the applicable Seller Party that have been reported to such Seller Party, or of which the Seller Party or Seller Parent is otherwise aware. With respect to each such allegation (except those the Seller Party reasonably deemed to not have merit), the Seller Party has taken prompt corrective action reasonably calculated to prevent further improper conduct. No Seller Party is aware of any such allegations that would reasonably be expected to, individually or in the aggregate, be material to the Transferred Assets, the Assumed Liabilities or the Business.

(i) To Seller Parent's knowledge, no current or former employee or independent contractor of any Seller Party is in any material respect in violation of any term of employment agreement, nondisclosure agreement, noncompetition agreement or restrictive covenant obligation (i) owed to the Seller Party, or (ii) owed to any third party with respect to such person's right to be employed or engaged by the Seller Party.

(j) Each Assumed Employee Plan that constitutes in any part of a "non-qualified deferred compensation plan" (as defined under Section 409A(d)(1) of the Code) under which any Covered Employee is eligible to receive any payment or benefit has been operated and administered in compliance in all material respects with Section 409A of the Code and the Treasury Regulations and other official guidance promulgated thereunder and no amounts under any such Assumed Employee Plan has been or is reasonably expected to be subject to the interest and additional Tax set forth under Section 409A(a)(1)(B) of the Code.

(k) No Seller Party has any obligation to "gross-up", reimburse or otherwise indemnify any Covered Employee for any interest, penalties, or Taxes, including any excise taxes under Section 4999 of the Code or under Section 409A of the Code.

(l) Neither the execution nor delivery of this Agreement nor the consummation of the transactions could, either alone or in conjunction with any other event, (i) result in the payment of any compensation or benefits to any Covered Employee, (ii) accelerate the time of payment or vesting, or increase the amount of compensation due to any Covered Employee, (iii) result in the forgiveness of indebtedness under any Assumed Employee Plan or (iv) result in any "excess parachute payment" within the meaning of Section 280G of the Code payable or provided to any Covered Employee.

(m) Seller Parent has made available to Buyer a complete and correct list, as of the Original Agreement Date, of all Covered Employees, showing each employee's date of hire, job title, work location, department, base salary or hourly rate of compensation, target bonus or commission or other incentive compensation for 2025, accrued vacation balance, and whether on leave of absence (and if so, type of leave and expected date of return). To the Knowledge of Seller Parent, the Covered Employees set forth on the foregoing list are sufficient in number to conduct the Business on a stand-alone basis in substantially the same manner as conducted as of the Original Agreement Date. Seller Parent represents that each individual set forth on the foregoing list predominantly devotes his or her working time to performing services on behalf of the Business, and that no Seller Party employs any individuals who predominantly devotes his or her working time to performing services on behalf of the Business who is not included in the foregoing list.

(n) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, there are, and since the Lookback Date have been, no employment- or labor-related Actions pending against or involving any Covered Employee and, to the Knowledge of Seller Parent, (i) no such Action is threatened and (ii) no facts or circumstances exist that would reasonably be expected to result in any such Action.

Section 4.14. Taxes.

(a) Except for matters that would not reasonably be material to the Transferred Assets, the Assumed Liabilities or the Business:

(i) The Seller Parties have timely filed (or have had filed on their behalf) all Tax Returns required to be filed, taking into account any extensions of time to file such Tax Returns and all such Tax Returns are true, complete and correct in all respects. All amounts of Taxes (whether or not shown as due on such Tax Returns) owed by the Seller Parties have been fully paid or properly accrued for on the Seller Parties' applicable financial statements other than Taxes which are not yet due and payable or are being contested in good faith.

(ii) There are no Liens for Taxes on the Transferred Assets other than Permitted Liens. The Seller Parties have (A) timely collected and paid all sales and use Taxes that such Seller Party was required to collect or pay or have been furnished properly completed exemption certificates and have maintained all such records and supporting documents in the manner required by all applicable sales and use Tax statutes and regulations, and (B) are otherwise in compliance in all respects with all applicable Laws regarding sales and/or use Taxes, in each case, with respect to the Business or the Transferred Assets.

(iii) To the Knowledge of Seller Parent, no Seller Party has been a party to a "listed transaction" as such term is defined in Treasury Regulations Section 1.6011-4(b)(2) that involved or related to the Transferred Assets.

(iv) There are not currently in effect any extensions or waivers of any statute of limitations of any jurisdiction regarding the assessment or collection of any Tax relating to the Transferred Assets.

(v) There are no administrative or judicial proceedings by any Taxing Authority commenced or pending with respect to any Taxes relating to the Transferred Assets.

(vi) No claim relating to Taxes of the Transferred Assets has, since the Lookback Date, been made in writing by a Taxing Authority in a jurisdiction where a Seller Party does not file Tax Returns with respect to the Transferred Assets that it is or may be subject to taxation by that jurisdiction with respect to the Transferred Assets.

(vii) No deficiency, audit, examination or other action for any amount of Tax (i) is pending, (ii) is being conducted, or (iii) has been threatened in writing by a Taxing Authority relating to Taxes of the Transferred Assets that has not been satisfied by payment, settled or withdrawn.

(viii) All Tax withholding and deposit requirements imposed by applicable Law with respect to any of the Transferred Assets have been satisfied in all respects.

(ix) The purchase of the Transferred Assets will not result in Buyer being treated as purchasing equity interests for U.S. federal (or applicable state or local) income Tax purposes.

Section 4.15. Real Property.

(a) Schedule 4.15(a)(i) sets forth the address of all Transferred Owned Real Property as of the Original Agreement Date. With respect to each Transferred Owned Real Property, (i) the applicable Seller Party has good and valid marketable fee simple title to all such Transferred Owned Real Property, in each case free and clear of all Liens, except for Permitted Liens; (ii) the applicable Seller Party has not leased or otherwise granted to any person the right to use or occupy such Transferred Owned Real Property or any portion thereof; and (iii) other than the right of Buyer pursuant to this Agreement, there are no outstanding options, rights of first offer or rights of first refusal to purchase such Transferred Owned Real Property or any portion thereof or interest therein. Schedule 4.15(a)(ii) sets forth a list of all real property easement rights related to the Transferred Assets that are material to the operation of the Physical Network, which cross the real property of private property owners or political subdivisions. No Seller Party is a party to any agreement or option to purchase any real property or interest therein relating to, or intended to be used in the operation of, the Business.

(b) Schedule 4.15(b)(i) sets forth a list of the addresses of all Transferred Leased Real Property, and a true and complete list of all Transferred Leases for each such Transferred Leased Real Property as of the Original Agreement Date. Seller Parent has delivered to Buyer a true and complete copy of each such Transferred Lease document (including all material amendments, extensions, renewals, guaranties and other agreements with respect thereto). The applicable Seller Party has valid leasehold title (as lessee or sublessee) in all such Transferred Leased Real Property, in each case free and clear of all Liens, except for Permitted Liens. All Transferred Leases under which a Seller Party is a lessee or sublessee are legal, binding and in full force and effect and are enforceable as against such Seller Party, and to the Knowledge of Seller Parent, as against any other counterparty thereto, in all material respects, in accordance with their respective terms, subject to the Bankruptcy and Equity Exception. Except as set forth on Schedule 4.15(b)(ii), with respect to each of the Transferred Leases: (i) the applicable Seller Party's possession and quiet enjoyment of the Transferred Leased Real Property under such Transferred Lease has not been disturbed; (ii) neither the applicable Seller Party nor any other party to the Transferred Lease is in material breach or material default under any such Transferred Lease, and no event has occurred or circumstances exist which, with the delivery of notice, the passage of time or both, would constitute such a material breach or material default, or permit the termination, modification, or acceleration of rent under such Transferred Lease; (iii) the applicable Seller Party has not subleased, licensed or otherwise granted any person the right to use or occupy such Transferred Leased Real Property or any portion thereof; and (iv) the applicable Seller Party has not collaterally assigned or granted any other security interest in such Transferred Lease or any interest therein, in each case, as would not, individually or in the aggregate, reasonably be expected to be material to the Transferred Assets, the Assumed Liabilities or the Business taken as a whole.

(c) Schedule 4.15(c) sets forth Google Earth KMZ digital file maps of the Physical Network (the "**KMZ Map**") relating to the Transferred Assets that is accurate and complete in all material respects to the Knowledge of Seller Parent as of the Original Agreement Date. The term "**Physical Network**" means the fiber optic networks, cabling, and other fixed network-related assets irrespective of whether they are located on public or private property, including wires, cables, conduits, junction boxes, manholes, hand holes, and connecting equipment. The Seller Parties' material interests or material right of use in the Transferred Owned

Real Property, Transferred Leased Real Property, IRUs, and Transferred Contracts, that are necessary for the operation of the Physical Network are substantially shown in the KMZ Map set forth in Schedule 4.15(c), in each case, as would not, individually or in the aggregate, reasonably be expected to be material to the Transferred Assets, the Assumed Liabilities or the Business, taken as a whole.

(d) To the Knowledge of Seller Parent, the Transferred Real Property is in material compliance with all applicable building, zoning, subdivision and other land use Laws for the current use of the Transferred Real Property; as of the Original Agreement Date, the buildings, structures, improvements, fixtures, building systems and equipment, and all material components thereof, included in the Transferred Real Property and Physical Network have not suffered material damage from severe weather events and other natural conditions such as hurricanes, floods, tornadoes, earthquakes and wildfires, among other events and none of the Seller Parties has received any written notice from any Government Authority asserting any material violation of applicable Laws with respect to the Transferred Owned Real Property or Transferred Leased Real Property that remains uncured as of the Original Agreement Date that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

Section 4.16. Brokers. Except for fees and expenses of Bank Street Group LLC and PJT Partners LP (together, the “**Seller Parent’s Bankers**”) (whose fees and expenses shall be solely borne by Seller Parties as an Excluded Liability, with no Liability to Buyer or any of its Affiliates with respect thereto at or following the Closing) no broker, finder, investment banker, financial advisor or other Person is entitled to any brokerage, finder’s, financial advisor’s or other fee or commission, including any reimbursement of expenses in connection therewith, from or on behalf of the Seller Parties or any of their respective Affiliates in connection with the Transactions.

Section 4.17. Title. Except for Permitted Liens, the Transferred Assets (other than (a) the Transferred Owned Real Property and the leasehold estate (as lessee or sublessee) in the Transferred Leased Real Properties, which are the subject of Section 12.05 and (b) any tangible personal property leased pursuant to a Transferred Contract) are owned by or otherwise made available to the Seller Parties, free and clear of all Liens, to the fullest extent permissible under Section 363(f) of the Bankruptcy Code.

Section 4.18. Insurance. Schedule 4.18 provides true, complete and accurate list, including the name of the insurer, the name of the Person insured, the risks insured and related limits, and policy number of all material Insurance Policies maintained by Seller Parent and/or its Subsidiaries for, at the expense of or for the benefit of, the Business. Each such Insurance Policy is in full force and effect, all premiums due and owing to date thereunder have been timely paid in full and neither the Seller Parties nor any of their Affiliates is in material default with respect to any other obligations thereunder. No written notice of any pending or threatened cancellation, alteration of coverage, termination or nonrenewal, in whole or in part, with respect to any such Insurance Policy currently in force has been received by any Seller Party as of the Original Agreement Date. Except as would reasonably be expected to be material to the Transferred Assets, Assumed Liabilities, or the Business, taken as a whole, there is no claim or other Actions pending or, to the Knowledge of Seller Parent, threatened under any of the Insurance Policies as to which coverage has been questioned, denied or disputed by the underwriters of such policies. To the Knowledge of Seller Parent, no event has occurred, and no circumstance or condition exists, that

has given rise to or serves as the basis for or (with or without notice or lapse of time) could reasonably be expected to give rise to or serve as the basis for any material claim or other Action under any Insurance Policy. Neither Seller Parent nor any of its Subsidiaries has received any written notice from any insurer or reinsurer of any reservation of rights with respect to pending or paid material claims or other Actions. Except as would reasonably be expected to be material to the Transferred Assets, the Assumed Liabilities or the Business, taken as a whole, all Insurance Policies are, and all similar insurance policies maintained since the Lookback Date, were placed with financially sound and reputable underwriters, and are and were in amounts and had coverages that are and were reasonable and customary for Persons engaged in business similar to the Business.

Section 4.19. Sufficiency of Assets. The Transferred Assets are owned or leased by the Seller Parties, and together with the Shared Customer Contracts, Excluded Contracts (that Buyer elects to exclude or not assume hereunder), and the services to be provided by the Seller Parties pursuant to the TSA, constitute all properties and other assets that are used or necessary for use in connection with the continued operation of the Business as conducted as of the Original Agreement Date, in all material respects.

Section 4.20. Affiliate Transactions. Except as set forth on Schedule 4.20, no Affiliate of any Seller Party, or any current or former Insider (a) is a party to any agreement or transaction with any Seller Party other than (i) employment arrangements in the Ordinary Course of Business and (ii) the Employee Plans, (b) has any interest in any material property (whether tangible or intangible) used by any Seller Party in connection with the Business or (c) owns any interest in, or is engaged in business as a Top Vendor or Top Customer of Seller Parties.

Section 4.21. Top Customers and Top Vendors. Schedule 4.21 sets forth a correct and complete list of (a) the top twenty (20) customers of the Business on a consolidated basis as determined by the amount of gross billings by the Business during the twelve (12)-month period ending on the Balance Sheet Date (the “**Top Customers**”), including the amount of such gross billings for each Top Customer in such period, and (b) the top twenty (20) vendors of the Business on a consolidated basis as determined by the aggregate value of total purchases or payments made by the Business during the twelve (12)-month period ending on the Balance Sheet Date (the “**Top Vendors**”), including the aggregate value of purchases or payments made to each Top Vendor for such period; *provided, however*, that in no event shall the Top Vendors include any legal, financial, or other advisors or consultants primarily engaged by the Seller Parties in connection with, or relating to, filing or the preparation of the Bankruptcy Cases, the restructuring contemplated thereby, the authorization, preparation, negotiation, execution and performance of this Agreement or the other Transaction Agreements, the MO Divestiture APA, the IL Divestiture APA, or the sale process relating to the potential sale of the Business or any of the Excluded Businesses. To the Knowledge of Seller Parent, since the Lookback Date no event has occurred that has adversely affected in any material way or would reasonably be expected to, adversely affect in any material way the applicable Seller Parties’ relations with any Top Customer or any Top Vendor, and since the Lookback Date no Top Customer or Top Vendor has terminated or materially decreased the amount of business conducted with the Seller Parties or to the Knowledge of Seller Parent, threatened, advised or notified the Seller Parties that it intends to terminate its relations with the Seller Parties or otherwise materially decrease the amount of business conducted with the Seller Parties. No Seller Party is currently engaged in any dispute with any Top Customer or any Top

Vendor. Since the Lookback Date, there has not been a material disruption in the operation of the Business, or issue that resulted in a material Action or Order against or implicating the Seller Parties, that involved a Top Vendor.

Section 4.22. Inventory. The Inventory consists in all material respects, of a quality and quantity usable in the Ordinary Course of Business, is not obsolete, damaged, defective or abnormally slow-moving, and is and will be merchantable and fit for its intended use, subject only to the reserves for inventory write-downs or unmarketable, obsolete, defective or damaged inventory for which adequate reserves have been established, in each case, as would not individually or in the aggregate, reasonably be expected to be material to the Transferred Assets, the Assumed Liabilities or the Business, taken as a whole.

Section 4.23. Available Contract Schedule. To the Knowledge of Seller Parent, the Seller Parties have provided (or cause the provision of) to Buyer on or prior to the Agreement Date a true and accurate copy in all material respects of the Available Contract Schedule as of the Agreement Date.

Section 4.24. No Other Representations or Warranties.

(a) Except for the representations and warranties expressly set forth in (i) this Article IV (as modified by the Disclosure Schedules), (ii) any other Transaction Agreement or (iii) the certificate to be delivered pursuant to Section 6.03(b), none of the Seller Parties or any other Person has made, makes or shall be deemed to make any other representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, on behalf of the Seller Parties or any of their respective Affiliates, including any representation or warranty regarding any Seller Party or any other Person, any Transferred Assets, any Liabilities of any Seller Party, including any Assumed Liabilities, the Business, any other rights or obligations to be transferred pursuant to the Transaction Agreements or any other matter, and the Seller Parties hereby disclaim all other representations and warranties of any kind whatsoever, express or implied, written or oral, at law or in equity, whether made by or on behalf of any Seller Party or any other Person, including any of their respective Representatives.

(b) Except for the representations and warranties expressly set forth in (i) this Article IV (as modified by the Disclosure Schedules), (ii) any other Transaction Agreement or (iii) the certificate to be delivered pursuant to Section 6.08: (x) each Seller Party hereby (A) disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Transferred Assets or the Business, and (B) disclaims all Liability and responsibility for all projections, forecasts, estimates, financial statements, financial information, appraisals, statements, promises, advice, data or information made available or provided by or on behalf of Seller Parent in that certain datasite administered by Firmex on behalf of the Seller Parties (the "**Dataroom**") or otherwise communicated or furnished (orally or in writing, including electronically) to Buyer or any of Buyer's Affiliates or any Representatives of Buyer or any of Buyer's Affiliates (including any opinion, information, projection, or advice that may have been or may be provided to Buyer by any Representative of the Seller Parties), including omissions therefrom; and (y) without limiting the foregoing, no Seller Party makes any representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, to Buyer or any of its Affiliates or any Representatives of Buyer or any of its Affiliates

regarding the probable success, profitability or value of the Transferred Assets or the Business. The disclosure of any matter or item in any Disclosure Schedule or other schedule hereto shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter would reasonably be expected to result in a Material Adverse Effect except for any disclosure pursuant to Section 4.05(b).

(c) Notwithstanding the foregoing, nothing in this Section 4.24 shall limit any rights or remedies of Buyer with respect to a claim arising out of or related to Fraud.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller Parent that:

Section 5.01. Formation and Authority of Buyer; Enforceability. Buyer is a corporation, limited partnership, limited liability company, or other entity duly incorporated, formed or organized, validly existing and, to the extent legally applicable, in good standing under the Laws of its jurisdiction of incorporation, formation or organization and has the requisite corporate, limited partnership, limited liability company, or other appropriate power and authority to execute, deliver and perform its obligations under the Buyer Transaction Agreements (including the consummation of the Buyer Transactions). The execution, delivery and performance of the Buyer Transaction Agreements by Buyer (including the consummation of the Buyer Transactions) have been duly authorized by all requisite corporate, limited partnership, limited liability company, or other applicable organizational action on the part of Buyer, and no shareholder or other similar approval is required in connection with Buyer's execution, delivery and performance of the Buyer Transaction Agreements. This Agreement has been, and upon execution and delivery thereof, the other Buyer Transaction Agreements will be, duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and upon execution and delivery thereof, the other Buyer Transaction Agreements will constitute, legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, subject to the Bankruptcy and Equity Exception.

Section 5.02. No Conflict. Provided that all Consents, waivers and other actions described in Section 12.05 (including the Government Approvals) or Section 4.03 have been obtained, the execution, delivery and performance by Buyer of the Buyer Transaction Agreements do not and will not:

- (a) violate or conflict with the certificate or articles of incorporation or bylaws or similar organizational documents of Buyer;
- (b) violate any Law or Order applicable to Buyer;
- (c) violate, conflict with, result in a breach of, or constitute a violation or default (or any event that, with notice or lapse of time or both would constitute a default) under, or give rise to any right to terminate, cancel, or accelerate, or result in a loss of a material benefit under, any material Contract; or

(d) result in the creation of any Lien (other than a Permitted Lien) on any assets or properties of Buyer pursuant to, any material Contract to which Buyer or any of its Subsidiaries or Affiliates is a party, or by which Buyer or any of such assets or properties is bound,

in each of the case of clauses (b), (c) and (d), except for any such conflicts, violations, terminations, cancellations, breaches, defaults, accelerations, or Liens as would not materially impair or delay the ability of Buyer to consummate the Buyer Transactions or otherwise perform its obligations under the Buyer Transaction Agreements.

Section 5.03. Consents and Approvals. The execution, delivery and performance by Buyer of the Buyer Transaction Agreements do not and will not require any Consent, waiver or other action by, or any filing with or notification to, any Government Authority, except (a) the Government Approvals, (b) in connection with any other applicable filing, notification, waiting period or approval requirements under applicable Antitrust Laws, Communications Laws, the DPA and the BTOP Grants or (c) where the failure to obtain such Consent or waiver, to take such action, or to make such filing or notification, would not materially impair or delay the ability of Buyer to consummate the Buyer Transactions or otherwise perform its obligations under the Buyer Transaction Agreements.

Section 5.04. Absence of Restraints; Compliance with Laws.

(a) Buyer is not in violation of any Laws or Orders applicable to the conduct of its business, except for violations the existence of which would not reasonably be expected to materially impair or delay in any material respect the ability of Buyer to consummate the Buyer Transactions or otherwise perform its obligations under the Buyer Transaction Agreements.

(b) There are no Actions pending or, to the knowledge of Buyer, threatened in writing, that would materially impair or delay in any material respect the ability of Buyer to consummate the Buyer Transactions or otherwise perform its obligations under the Buyer Transaction Agreements or to consummate the Transactions contemplated by the Buyer Transaction Agreements.

Section 5.05. Financial Ability.

(a) Attached hereto as Exhibit F is (i) a true and complete copy of an executed commitment letter (together with all exhibits, schedules and annexes thereto) dated July 21, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified only in accordance with Section 6.12), together with the Fee Letter (as defined below), (the "**Debt Commitment Letters**") from the Commitment Parties (as defined therein) (collectively, the "**Lenders**") pursuant to which the Lenders have committed to provide Buyer with debt financing for the Transactions on the terms and conditions set forth therein (such debt financing, the "**Debt Financing**"), (ii) the fee letter (which fee letters may be redacted to remove only the fees and economic terms (including economic "flex" terms) set forth therein so long as such redacted information does not adversely affect the conditionality, availability or termination provisions of the Debt Financing (as defined below)), dated July 21, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified only in accordance with Section 6.12, the "**Fee Letter**") and (iii) each other side letter and Contract related to the Debt Financing (including with

respect to all related “flex” rights) (other than customary engagement letters in respect of permanent financing in lieu of all or part of the Debt Financing (none of which adversely affects the conditionality, availability or termination provisions of the Debt Financing)). Attached hereto as Exhibit G is a true and complete copy of an executed equity commitment letter dated as of July 22, 2025 (together with all exhibits, schedules and annexes thereto, as amended, restated, amended and restated, supplemented or otherwise modified in accordance therewith and herewith as applicable, the “**Equity Commitment Letter**” and, together with the Debt Commitment Letters, the “**Commitment Letters**”) from MIP IV (FCC) AIV, L.P., a Delaware limited partnership (“**Sponsor**”), pursuant to which the Sponsor has committed, subject to the terms and conditions set forth therein, to provide to Buyer the amounts of equity financing as described therein (the “**Equity Financing**” and together with the Debt Financing, the “**Financing**”). Assuming the satisfaction of the conditions set forth in the Commitment Letters, the satisfaction of the Closing Conditions set forth in Article X, and the compliance by the Seller Parties with their obligations under Section 6.12, the aggregate proceeds contemplated by the Commitment Letters, together with Other Sources, will be sufficient for Buyer to consummate the Transactions and to satisfy all of the payment obligations of Buyer under this Agreement, in each case, at the Closing, including paying the Required Financing Amount (defined below).

(b) The Commitment Letters (i) are legal, valid, and binding obligations of Buyer and, to the knowledge of Buyer, the other parties thereto, (ii) are in full force and effect, and (iii) are enforceable against Buyer and, to the knowledge of Buyer, against each other party thereto in accordance with their terms, subject to the Bankruptcy and Equity Exception. As of the Agreement Date, none of the Financing has been terminated or withdrawn, no Lender or Sponsor has notified Buyer of its intention to terminate or withdraw the Financing to be provided by such Lender or Sponsor (respectively), and Buyer does not know of any facts or circumstances that would reasonably be expected to result in the conditions set forth in the Commitment Letters not being satisfied. To the extent this Agreement must be in a form acceptable to any Lender or Sponsor providing any Financing, such Lender or Sponsor has approved this Agreement.

(c) There are no side letters or other Contracts (other than customary engagement letters in respect of permanent financing in lieu of all or part of the Debt Financing (none of which adversely affects the conditionality, availability or termination provisions of the Debt Financing)) or written agreements to which Buyer or any of its Affiliates is a party relating to the Financing that would impose any new conditions or expand the existing conditions to the Lenders’ or Sponsor’s provision of the Financing at the Closing or that would otherwise materially and adversely affect the availability of the Financing at the Closing, other than as attached hereto as Exhibit F or Exhibit G. There are no conditions precedent related to the funding of the full amount of the Financing contemplated by the Commitment Letters, other than the conditions precedent expressly set forth in the Commitment Letters (in the case of the Debt Commitment Letters, as the same may be amended, restated, amended and restated, supplemented, replaced or otherwise modified, in each case, in accordance with Section 6.12 (including pursuant to any Alternative Financing)). For the avoidance of doubt, it is understood and agreed that nothing in this Agreement (including in this Section 5.05) shall prejudice Buyer’s ability to elect to seek or obtain Alternative Financing or other debt financing that, in each case, is on Commercially Reasonable Terms, and Buyer’s seeking and obtaining any Alternative Financing or other such debt financing shall not be deemed to be a breach, violation or other contravention of this Agreement (including this Section 5.05).

(d) Buyer (i) has no reason to believe that it or, to the knowledge of Buyer, any of the other parties to the Commitment Letters will be unable to satisfy on a timely basis any term or condition of closing to be satisfied by it or its Affiliates contained in the Commitment Letters, and (ii) as of the Agreement Date, has no reason to believe that any portion of the Financing required to pay the Required Financing Amount at the Closing and otherwise consummate the Transactions to be consummated by Buyer at the Closing will not be made available to Buyer on the Closing Date. Buyer has fully paid any and all commitment fees and other fees required by the Commitment Letters (as applicable) to be paid as of the Agreement Date. As of the Agreement Date, Buyer is not in default or breach under the terms and conditions of the Commitment Letters and, to the knowledge of Buyer, no event has occurred that, with or without notice, lapse of time, or both, would reasonably be expected to constitute a default or breach or a failure to satisfy a condition under the terms and conditions of the Commitment Letters.

(e) Buyer Parent has and Buyer will have at the Closing, (i) the resources and capabilities (financial and otherwise) to perform its obligations under the Transaction Agreements (including all payments to be made by it hereunder or in connection herewith) which are to be performed at the Closing, (ii) immediately available funds in connection with the Financing, together with Other Sources, in an aggregate amount (after netting out applicable fees, expenses, original issue discount and similar premiums and charges provided under the Commitment Letters, and assuming that all rights to “flex” the terms of the Debt Financing are exercised to their maximum extent) sufficient to enable Buyer to (A) consummate the Transactions on the terms contemplated by the Transaction Agreements and (B) pay all related fees and expenses and (iii) the resources and capabilities (financial and otherwise) to undertake its other obligations which are required to be performed at the Closing on the terms and conditions contemplated by the Transaction Agreements (the amounts required to be paid by Buyer pursuant to this Section 5.05, the “**Required Financing Amount**”). Buyer is and shall be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Transferred Assets and the related Assumed Liabilities.

(f) The obligations of Buyer under this Agreement are not contingent on the availability of the Debt Financing.

Section 5.06. Brokers. Except for fees and expenses for which Buyer or its Affiliate is solely responsible, no broker, finder or investment banker is entitled to any brokerage, finder’s or other fee or commission from Buyer or any of Buyer’s Affiliates in connection with the Transactions.

Section 5.07. Investigation. Buyer acknowledges and agrees that it (a) has completed such inquiries and investigations as it has deemed appropriate into, and, based thereon, has formed an independent judgment concerning, the Transferred Assets, the Assumed Liabilities, the Business and the Transactions, and any other rights or obligations to be transferred, directly or indirectly, pursuant to the Transaction Agreements and (b) has been furnished with, or given access to, all such projections, forecasts, estimates, appraisals, statements, promises, advice, data or information about the Seller Parties, the Transferred Assets, the Assumed Liabilities, the Business and any other rights or obligations to be transferred, directly or indirectly, pursuant to the Transaction Agreements, as it has requested or otherwise requires to enter into this Agreement. Buyer further acknowledges and agrees that (i) the only representations and warranties made by

the Seller Parties are the representations and warranties expressly set forth in Article IV (as modified by the Disclosure Schedules) or any other Transaction Agreement, including the certificate to be delivered pursuant to Section 6.11, and Buyer has not relied upon any other express or implied representations, warranties or other projections, forecasts, estimates, appraisals, statements, promises, advice, data or information made, communicated or furnished by or on behalf of Seller Parent or any of its Affiliates, any Representatives of Seller Parent or any of its Affiliates or any other Person, including any projections, forecasts, estimates, appraisals, statements, promises, advice, data or information made, communicated or furnished by or through Seller Parent's Bankers, or management presentations, Dataroom or other due diligence information, and that Buyer will not have any right or remedy arising out of any such representation, warranty or other projections, forecasts, estimates, appraisals, statements, promises, advice, data or information and (ii) any claims Buyer may have for breach of any representation or warranty shall be based solely on the representations and warranties of the Seller Parties expressly set forth in Article IV (as modified by the Disclosure Schedules) or any other Transaction Agreement, including the certificate to be delivered pursuant to Section 7.01(b), subject to the exclusive remedies set forth herein, in each case, other than in the case of Fraud (and nothing in this Section 5.07 shall limit any rights or remedies with respect thereto). Except as otherwise expressly set forth in this Agreement or any other Transaction Agreement, Buyer understands and agrees that the Business, the Transferred Assets and the Assumed Liabilities are being transferred on a "where-is" and, as to condition, "as-is" basis subject to the representations and warranties contained in Article IV (as modified by the Disclosure Schedules) or any other Transaction Agreement, including the certificate to be delivered pursuant to Section 9.01, without any other representations or warranties of any nature whatsoever.

Section 5.08. Limited Guarantee. Concurrently with the execution of this Agreement, Buyer has delivered to Seller Parent a duly executed limited guarantee from Sponsor in favor of Seller Parent with respect to the performance by Buyer of its obligations under Section 6.04(h) (the "**Limited Guarantee**"), subject to the terms hereof and thereof. The Limited Guarantee is in full force and effect, and assuming the due and valid authorization, execution and delivery by Seller Parent, constitutes a valid and binding obligation of Sponsor, enforceable against Sponsor in accordance with its terms, subject to the Bankruptcy and Equity Exception. As of the Agreement Date, Buyer does not know of any event having occurred which, with or without notice, lapse or time or both, would constitute a default of the part of Sponsor under such Limited Guarantee.

Section 5.09. No Other Representations or Warranties. Except for the representations and warranties expressly set forth in (a) this Article V, (b) any other Transaction Agreement or (c) the certificate to be delivered pursuant to Section 9.04, none of Buyer or any other Person has made, makes or shall be deemed to make any other representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, on behalf of Buyer or any of its respective Affiliates, including any representation or warranty regarding Buyer or any other Person or any other matter, and Buyer hereby disclaims all other representations and warranties of any kind whatsoever, express or implied, written or oral, at law or in equity, whether made by or on behalf of Buyer or any other Person, including any of its Representatives.

ARTICLE VI

ADDITIONAL AGREEMENTS

Section 6.01. Conduct of Business Before the Closing.

(a) Except (v) as required by applicable Law or by Order of the Bankruptcy Court, (w) as required by the express terms of any Transaction Agreement or the DIP Credit Agreement, (x) with Buyer's express prior written consent, (y) as required in connection with the wind-down of the PA Business or (z) for matters identified on Schedule 6.01(a), during the Pre-Closing Period:

(i) Seller Parent shall, and shall cause the other Seller Parties to (A) operate the Business in the Ordinary Course of Business, (B) use reasonable best efforts to maintain the Transferred Assets in good operating condition and repair in accordance with past practices (subject to ordinary wear and tear), (C) use reasonable best efforts to preserve in all material respects the present business operations, organization, and goodwill of the Business, and the present relationships with material customers and material suppliers of the Business and (D) use reasonable best efforts to maintain inventory and supplies at customary and adequate operating levels consistent with the Ordinary Course of Business; and

(ii) Seller Parent shall use, and shall cause the other Seller Parties to use, reasonable best efforts to assist Buyer in obtaining title commitments, title policies and surveys with respect to the Transferred Owned Real Property (including, without limitation, removing from title any liens or encumbrances which are not Permitted Liens and providing the Buyer's title company with any affidavit, indemnity or other assurances reasonably requested by the title company to issue the title policies).

(b) Except (v) as required by applicable Law or by Order of the Bankruptcy Court, (w) as required by the express terms of any Transaction Agreement or the DIP Credit Agreement, (x) with Buyer's express prior written consent, (y) as required in connection with the wind-down of the PA Business or (z) for matters identified on Schedule 6.01(b), during the Pre-Closing Period, Seller Parent shall not, and shall cause the Seller Parties and other subsidiaries not to do or take any of the following actions (whether by merger, operation of law or otherwise):

(i) except in the Ordinary Course of Business in exchange for fair value in cash, sell lease, transfer, license, abandon, or otherwise dispose of, grant or permit to exist any Lien on any Transferred Assets (in each case, whether tangible or intangible), in each case, other than a Permitted Lien or a Lien that will be discharged at or prior to the Closing (with no Liability to Buyer or any of its Affiliates, or any of the Transferred Assets);

(ii) acquire (by merger, consolidation, acquisition of stock or assets, or otherwise) any corporation, partnership, or other business organization or division;

(iii) in each case except (A) for any such Debt or guaranty that will be discharged at or prior to the Closing, or (B) to the extent incurred in connection with the Bankruptcy Cases pursuant to an Order of the Bankruptcy Court, incur or issue any Debt that would be an Assumed Liability if such Debt existed as of the Closing, or assume, guarantee,

endorse, or otherwise become responsible for, Debt of any Person that would be an Assumed Liability if such Debt existed as of the Closing;

(iv) sell, transfer, lease, sublease, or otherwise dispose of (A) any IRU Agreement or any Contract relating to "dark fiber", in each case, that results in pricing that is materially under market or would be required to be included on Schedule 4.20, or (B) any Transferred Assets (excluding Business Intellectual Property, Business Technology, or Business Systems) having a value in excess of \$250,000, other than (x) in the Ordinary Course of Business or (y) obsolete or immaterial assets not used in the Ordinary Course of Business;

(v) sell, transfer, license, abandon, or otherwise dispose of any material Business Intellectual Property, Business Technology, or Business Systems, in each case, to the extent included in the Transferred Assets, other than non-exclusive licenses in the Ordinary Course of Business;

(vi) (A) increase the wages, salaries, or bonuses, or other compensation payable to any Covered Employee whose annual base compensation exceeds \$150,000, (B) establish or increase any benefits under any Assumed Employee Plan or any material Employee Plan that is not an Assumed Employee Plan, except, in either case, (x) as required by the terms of any Assumed Employee Plan, material Employee Plan that is not an Assumed Employee Plan or any Contract in existence on the Original Agreement Date that has been made available to Buyer, (y) any increase in wages, salaries, bonuses, and incentives in the Ordinary Course of Business, or (z) as required by applicable Law; or (C) announce or grant any new cash or equity or equity-based incentive awards to any Covered Employee, including any, bonus, retention, change in control, transaction, severance, or other similar compensation;

(vii) establish, adopt, amend, enter into, modify or terminate any Assumed Employee Plan or any other benefit or compensation plan, program, policy, agreement, or arrangement that would be an Assumed Employee Plan if in effect on the Original Agreement Date;

(viii) (A) modify, extend, terminate, or enter into any Labor Agreement, or (B) recognize or certify any labor union, labor organization, works council, or group of employees as the bargaining representative for any Covered Employees of any Seller Party;

(ix) hire (other than (x) to replace a terminated Covered Employee at a base salary or wage rate that is not in materially excess of the base salary or wage rate applicable to the replaced employee or (y) any other employee who would be a Covered Employee with a base salary or wage rate that is not in excess of \$150,000) or terminate (other than for cause) any Covered Employee or reassign the duties of (A) a Covered Employee such that he or she is no longer a Covered Employee, or (B) any other employee of any Seller Party such that he or she would become Covered Employee;

(x) implement or announce any employee layoffs, furloughs, reductions in force, plant closings, reductions in compensation, or other similar actions that trigger notice obligations under the WARN Act;

(xi) waive or release any noncompetition, nonsolicitation, nondisclosure, or other restrictive covenant obligation of any Covered Employee, Former Covered Employee, or current or former individual independent contractor primarily providing services to the Business;

(xii) waive, assign, institute, compromise, settle, offer to or enter into any settlement or release with respect to any pending or threatened (in writing) Action relating to the Business or any of the Transferred Assets other than any settlement or release entered into in the Ordinary Course of Business or otherwise that (A) contemplates only the payment of money not in excess of \$250,000 individually or \$500,000 in the aggregate (which payment, for further clarity, will constitute Excluded Liabilities) without ongoing limits on the conduct or operation of the Business or use or other exploitation of any of the Transferred Assets, (B) results in a full release of the applicable Seller Parties with respect to the claims giving rise to such Action (other than (x) the Bankruptcy Cases or any proceedings, claims, or disputes arising from or related thereto (including with respect to the DIP Lenders or any existing lender of the Seller Parties), or (y) involving solely money damages not in excess of \$250,000 individually, and \$500,000 in the aggregate (which damages, for further clarity, will constitute Excluded Liabilities), in each case, for which this Section 6.01(b)(xii) shall be construed without giving effect to requirements of this clause (B) (provided, that such settlement does not give rise to any Assumed Liability)), and (C) is not reasonably expected to result in (x) reputational harm or other material harm to the Business or (y) the Business admitting fault or wrongdoing in a manner that would be adverse to the Buyer or the Business in any material respect (including, for the avoidance of doubt any criminal fault or wrongdoing); *provided, however*, that for the avoidance of doubt, this clause (xii) shall not apply to the settlement or resolution of Cure Costs which is addressed by Section 2.04;

(xiii) materially amend, modify, supplement or terminate any Material Contract (other than a Shared Customer Contract to the extent amended, modified, supplemented or terminated in accordance with Section 6.10) of the type set forth in clauses (v), (vi) (but solely to the extent such amendment, modification, or supplement is adverse to the Buyer or the Business), (vii), (xi), (xii), (xiii), (xiv), (xv), (xvii), (ix) (which for the avoidance of doubt shall be evaluated on an individual service order basis), (x) (but solely to the extent such settlements would require the consent of Buyer pursuant to Section 6.01(b)(xii)), (xvi) (but solely to the extent such amendment, modification, or supplement is adverse to the Buyer or the Business) or (i) (but solely with respect to any Affiliate or direct or indirect equityholder of any Seller Party (other than employees of a Seller Party), *provided*, that ordinary course intercompany arrangements amongst the Seller Parties shall not require Buyer consent under this clause (xiii)) of the definition thereof, or enter into any contract that would have been a Material Contract pursuant to clauses (v), (vi), (vii), (xi), (xii), (xiii), (xiv), (xv), (xvii), (ix) (which for the avoidance of doubt shall be evaluated on an individual service order basis), (xvi) (but solely to the extent such Contract is a standalone Contract for revenue or payments is in excess of \$500,000 per year and not pursuant to an existing Contract) or (i) (but solely with respect to any Affiliate or direct or indirect equityholder of any Seller Party (other than employees of a Seller Party), *provided*, that ordinary course intercompany arrangements amongst the Seller Parties shall not require Buyer consent under this clause (xiii)) of the definition of Material Contract if it had been entered into prior to the Original Agreement Date, in each case, other than expiration pursuant to the terms of such Material Contract;

(xiv) make any changes in financial accounting methods, principles, practices, procedures, or policies, except insofar as may be required by changes, after the Original Agreement Date (A) in accordance with GAAP consistently applied or (B) or any applicable Law;

(xv) grant any Top Customer or Top Vendor any material discounts, pricing accommodations, or other similar changes relating to pricing, payment terms or credit support (including any guarantee);

(xvi) other than in the Ordinary Course of Business, (A) make any unusual and extraordinary efforts to collect any accounts receivable, or liability for Debt, or give any discounts or concessions for early payment of such accounts receivable, or liability for Debt or (B) make any sales of, or convey any interest in, any accounts receivable, or liability for Debt to any third party;

(xvii) cancel or permit to terminate any material Insurance Policy naming Seller Parent or a Subsidiary of Seller Parent as an insured, a beneficiary or a loss payable payee without first obtaining comparable substitute insurance coverage with no lapse in coverage;

(xviii) enter into any Contract evidencing new bookings where a new site or circuit is served by a direct type 2 circuit and, (A) in the case of existing customers, the resulting MRR charged to the customer for such site is not at least 60% above the type 2 circuit cost and (B) in the case of new customers, the resulting MRR charged to the customer for such site is not at least 80% above the type 2 circuit cost for new customers;

(xix) enter into, amend, modify, supplement or terminate any IRU Agreements or Contracts relating to the sale of "dark fiber", other than expiration pursuant to the terms of such IRU Agreement or Contract;

(xx) enter into any Contract where the Non-Recurring Revenue for such Contract is in excess of \$100,000 and (A) is larger than the required capital expenditures for such Contract or (B) is billable prior to deploying the related capital expenditures for such Contract; and

(xxi) authorize any of, or commit, agree or promise in writing, enter into any legally binding commitment or otherwise with respect to any of the foregoing.

Section 6.02. Access to Information.

(a) During the Pre-Closing Period, upon reasonable prior written notice to Seller Parent, Seller Parent shall, and shall cause each of the other Seller Parties and shall direct its applicable Representatives to, at the sole cost and expense of Buyer, (i) afford Buyer and its Representatives and Affiliates reasonable access, during normal business hours, to the properties, books and records of the Business, (ii) furnish to Buyer and its Representatives and Affiliates such additional financial and operating data and other information regarding the Business as Buyer or its Representatives and Affiliates may from time to time reasonably request in connection with the Transactions, and (iii) make available to Buyer and its Representatives and Affiliates, during normal business hours, those directors, officers, employees, auditors, accountants, and other

Representatives of the Seller Parties, except, in the case of clauses (i), (ii) and (iii), as set forth in Section 11.03.

(b) Notwithstanding anything in this Agreement to the contrary,

(i) (A) in no event shall the Seller Parties or their respective Affiliates be obligated to provide any (I) access or information in violation of any applicable Law (including Privacy Laws) or any Order of the Bankruptcy Court, (II) competitively sensitive information not related to the Transferred Assets, the Assumed Liabilities or the Business or any information the disclosure of which would reasonably be expected to (as determined in Seller Parent's reasonable judgement on advice of legal counsel) jeopardize any applicable legal privilege (including the attorney-client privilege) available to any of the Seller Parties or any of their respective Affiliates relating to such information; *provided, however*, that any competitively sensitive information related to the Transferred Assets, Assumed Liabilities, or the Business will only be shared pursuant to appropriate "clean team" procedures with "clean team" personnel, (III) information in connection with a proceeding between Buyer or any of its Affiliates, on the one hand, and any Seller Party or any of its Affiliates, on the other hand or (IV) information the disclosure of which would cause any Seller Party or any of their respective Affiliates to breach a confidentiality obligation to which it is legally bound and in existence on the Original Agreement Date; *provided, however*, in the case of clauses (I), (II), (III) and (IV), Seller Parties and their respective Affiliates shall be required to use commercially reasonable efforts to provide such information; *provided, further*, in the case of clauses (I), (II) or (IV), the applicable Seller Party shall provide Buyer a reasonably detailed description of the information not provided pursuant to the forgoing, and the applicable Seller Party and Buyer shall cooperate in good faith to design and implement alternative disclosure arrangements to enable Buyer and its Representatives to evaluate such information without such violation, forfeiture or breach, and (B) any access or investigation contemplated by Section 11.03 shall not unreasonably interfere with any of the businesses, personnel, or operations of any of the Seller Parties or any of their respective Affiliates, or the Business;

(ii) except as required in connection with Section 3.01, the auditors and accountants of any of the Seller Parties or any of their respective Affiliates or the Business shall not be obligated to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants; and

(iii) Buyer and its Representatives shall not conduct any sampling or testing of soil, groundwater, air, or other environmental media of any Seller Party without the prior written consent of the Seller Parties.

Section 6.03. Confidentiality.

(a) Buyer acknowledges that the Evaluation Material (as defined in the Confidentiality Agreements) provided to it in connection with this Agreement, including information provided under (d), is subject to the Confidentiality Agreements and the terms of the Confidentiality Agreements are incorporated into this Agreement by reference and shall continue in full force and effect (and all obligations thereunder shall be binding upon Buyer, and its

Representatives, (as defined in the Confidentiality Agreements), in each case, as if such Person were a party thereto) until the Closing, at which time the obligations under the Confidentiality Agreements solely with respect to the Business and the Transferred Assets shall terminate (and for the avoidance of doubt, any obligations under the Confidentiality Agreements with respect to the Excluded Assets or Excluded Liabilities, shall survive in accordance with the terms and conditions of the Confidentiality Agreements). For the avoidance of doubt, Buyer shall be permitted to disclose any Evaluation Material as permitted by the terms and conditions of the Confidentiality Agreement. If for any reason the Closing does not occur and this Agreement is terminated, the Confidentiality Agreements shall continue in full force and effect in accordance with their respective terms; *provided, however*, that the term of the Confidentiality Agreements as set forth therein shall be amended to refer to two (2) years from the date of valid termination of this Agreement and the provisions in the Confidentiality Agreements which by their terms survive the termination of the Confidentiality Agreements shall continue in full force and effect in accordance with their terms (as modified by the previous sentence). The Parties agree that the terms of the Confidentiality Agreement with respect to the disclosure of Evaluation Material (as such term is defined in the Confidentiality Agreement), and this Section 6.03, shall apply *mutatis mutandis* to any information provided on behalf of Buyer or any of its Affiliates or their respective Representatives (who shall be deemed the “Company” (as applicable) for purposes of the Confidentiality Agreement) to the Seller Parties and their Affiliates (who shall be deemed “Recipient” (as applicable) for purposes of the Confidentiality Agreement); *provided, however*, for the avoidance of doubt, (I) the “Representatives” (as such term is used in the Confidentiality Agreement) of the Seller Parties and Buyer shall be deemed to include the Seller Parties’ and Buyer’s existing lenders, and any transferees thereof, and, solely as relating to the Seller Parties, any Consultation Parties (as such term is defined in the Bidding Procedures Motion), each of whom the Seller Parties and Buyer (as applicable) shall be permitted to disclose Evaluation Materials thereto, and (II) the Seller Parties’ obligations thereunder shall terminate upon the earlier to occur of (x) the termination of the Confidentiality Agreement in accordance with its terms, (y) the two (2) year anniversary of the Closing Date, or (z) the Wind-Up Date.

(b) Notwithstanding the foregoing Section 6.03(a) and subject to Section 7.01 and Section 9.03, from and after Closing Date until the earlier to occur of the two (2) year anniversary of the Closing Date and the Wind-Up Date, Seller Parent shall, and shall cause the Seller Parties and its and their Affiliates to keep confidential all confidential information in such Seller Parties’ or its and their Affiliates’ possession or under such Seller Parties’ or its and their Affiliates’ control relating to the Business and which does not relate to any Excluded Asset or any Excluded Liability; *provided, however*, that this Section 6.03(b) shall not prohibit or otherwise restrict the Seller Parties or their Representatives and Affiliates from using or disclosing any such information (and only such portion of any information) to the extent reasonably necessary: to wind down the PA Business; in connection with the preparation or filing of any Tax Returns; for the payment, resolution, or settlement of any Cure Costs (or, in each case, any relevant disputes related thereto) in accordance herewith; or as otherwise required in connection with or relating to the Bankruptcy Cases or the wind up or dissolution or liquidation of the Seller Parties. Nothing in this Section 6.03(b) shall prevent the disclosure of any such information, knowledge or data that (i) prior to its disclosure by Seller Parent, Seller Parties or its and their Affiliates was available to the public, (ii) prior to its disclosure by Seller Parent, Seller Parties or its and their Affiliates was disclosed in any publicly available document, (iii) that is or becomes generally available to the public other than as a result of disclosure in violation of this Agreement, including this Section

6.03, (iv) if such disclosure is required by applicable Law, regulation, or legal or regulatory process or to any regulatory or supervisory organizations and rating agencies in connection with ordinary course examinations, reviews or requests by such organizations or agencies, (v) to Seller Parent's Representatives who are informed by Seller Parent of the confidential nature of such information and are directed by Seller Parent to comply with the provisions of this Section 6.03, or (vi) is retained solely for the purposes of backup, recovery, contingency planning or business continuity planning so long as such information is not accessible in the Ordinary Course of Business and is not accessed except as required for backup, recovery, contingency planning or business continuity purposes.

Section 6.04. Regulatory Approvals.

(a) Subject to the terms of this Agreement, Seller Parent and Buyer shall, and shall cause their respective Affiliates to make all required filings (unless any Seller Party is required to make or jointly make a filing (and in such circumstances, the applicable Seller Party and/or Buyer (or its applicable Affiliates) shall make any such joint filing)) and use their respective reasonable best efforts to reasonably promptly obtain all Consents, Permits, and Orders of all Government Authorities (other than any required approvals or action of the Bankruptcy Court, which are governed exclusively by Article VIII) in each case as set forth on Schedule 6.04(a), which schedule may be updated upon express mutual written agreement of the Parties (each in the respective sole discretions) prior to the Closing Date (collectively, the "**Government Approvals**").

(b) Seller Parent and Buyer shall, and shall cause their respective Affiliates to, reasonably cooperate with each other in determining whether any applications, notices, and requests are required or advisable to be filed with any Government Authority under any Antitrust Laws or Communications Law, in each case, in order to consummate the Transactions (which may be added to Schedule 6.04(a) as may be mutually agreed by Buyer and Seller Parent). Without limiting the generality of Buyer's obligations under Section 11.01, to the extent required, each of the Parties shall make its respective filing under the HSR Act with respect to the Transactions within twenty-five (25) Business Days after the Original Agreement Date, unless otherwise extended by mutual agreement between Seller Parent and Buyer. Without limiting the generality of Buyer's obligations under Section 6.04(a), Seller Parent and Buyer shall prepare and file a joint voluntary notice (as defined by the DPA) with CFIUS as promptly as reasonably practicable after the Original Agreement Date in connection with the Transactions. Buyer and Seller Parent shall, and shall cause its respective Affiliates to, respond to any open questions and comments received from the CFIUS staff on the voluntary notice (as defined by the DPA) as of the Agreement Date no later than July 31, 2025. Each of the Parties shall make the filings set forth on Schedule 6.04(a) pursuant to other Antitrust Laws or Communications Laws, in each case, as promptly as reasonably practicable following the Original Agreement Date. Seller Parent, Buyer, and the Buyer Parent Specified Persons, shall use their respective reasonable best efforts to take reasonable steps necessary to resolve as soon as reasonably practicable, but in any event not later than the Outside Date, any inquiry or investigation by any Government Authority relating to the Government Approvals under any Antitrust Law, the DPA or any Communications Law. In connection with any such inquiry or investigation, each Party shall respond appropriately as promptly as reasonably practicable to any request for additional information and documentary material pursuant to applicable Law, including any Antitrust Law, the DPA or Communications Law. Buyer shall not

withdraw or refile its HSR Act filing, or other filing required by Antitrust Law, enter into any agreements to extend any HSR Act waiting period or any other waiting period under any other Antitrust Law or enter into any agreements (*i.e.*, timing or otherwise) to delay or not to consummate the Transactions for any period of time without the prior written consent of Seller Parent, not to be unreasonably withheld, conditioned or delayed. All filing fees related to the HSR Act or any other filings under any other Antitrust Laws, the DPA or under any Communications Laws shall, in each case, be borne by Buyer. Buyer shall pay all filing fees under the DPA no later than July 31, 2025

(c) Seller Parent, the other applicable Seller Parties, and Buyer shall prepare and file, or cause to be prepared and filed, as promptly as reasonably practicable (but in any event no later than seven (7) days) after the entry of the Sale Order by the Bankruptcy Court, all FCC Applications required for FCC Approval. Subject to Section 6.04(e), Seller Parent shall, and shall cause its Affiliates to, provide to Buyer all information reasonably necessary for the completion of the FCC Applications, and the Parties agree to cooperate reasonably, diligently, and in good faith with each other in the preparation of such FCC Applications. All filing fees related to the FCC Applications or any other filings under any other Communications Laws shall be borne by Buyer.

(d) Seller Parent, and the other applicable Seller Parties, and Buyer shall prepare and file, or cause to be prepared and filed, as promptly as reasonably practicable after the Original Agreement Date, all BTOP Applications required for NTIA/NOAA Approval, and (ii) any applications, notices, registrations or other filings required by any State PUC in connection with the Transferred Permits or for Buyer to obtain any authorization required in connection with the Transferred Assets. Subject to Section 6.04(e), Buyer shall, and shall cause its Affiliates, to provide to Seller Parent all information deemed reasonably necessary by Seller Parent for the completion of the BTOP Applications, and Buyer agrees to cooperate reasonably, diligently, and in good faith with Seller Parent in the preparation of such BTOP Applications. Seller Parent shall permit Buyer and its Representatives to review in advance and provide reasonable comments on the BTOP Applications before they are filed. Seller Parent shall, and shall cause other applicable Seller Parties, to provide to Buyer all information deemed reasonably necessary by Buyer for the completion of any applications, notices, registrations or other filings required by any State PUC, and Seller Parent and the applicable Seller Parties agree to cooperate reasonably, diligently, and in good faith with Buyer in the preparation of such State PUC filings.

(e) Each Party shall (i) promptly notify the other Party of any substantive oral or written communication it, or any of its Affiliates or its and their respective Representatives receive from any Government Authority relating to the matters that are the subject of this Section 3.01, (ii) permit the other Party and its respective Representatives to review in advance any substantive communication relating to the matters that are the subject of this (c) that are proposed to be made by such Party to any Government Authority and to provide the other Party with copies of all substantive correspondence, filings (excluding notification and report forms filed under the HSR Act), or other substantive communications between such Party, any of its Affiliates or any of its and their respective Representatives, on the one hand, and any Government Authority or members of its staff, on the other hand, relating to the matters that are the subject of this (c); *provided, however*, that, notwithstanding anything to the contrary in this Agreement, materials proposed to be submitted in response to any such Government Authority communication may be

redacted or withheld by a Party: (A) to remove references concerning the valuation of the Business; (B) as necessary to comply with Contracts, applicable Law, or any Order of the Bankruptcy Court; and (C) as necessary to address reasonable attorney-client or other privilege or confidentiality concerns. No Party shall agree to participate in any substantive meeting or discussion (including by phone or video conference) with any Government Authority in respect of any such filings, investigation, or other inquiry unless it consults with the other Party in advance and, to the extent permitted by such Government Authority, gives the other Party the opportunity to attend and participate at such meeting or discussion (including by phone or video conference). Subject to the Confidentiality Agreements, the Parties will coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other Party may reasonably request in connection with the foregoing and in seeking early termination of any applicable waiting periods. The Parties shall share the right to control and direct the process by which the Parties seek to avoid or eliminate impediments under any Antitrust Law or any communications, trade regulation, or foreign investment regulation Law, including by directing the strategy and making final determinations related to the review or investigation of the Transactions by any Government Authority. Nothing in this Section 6.04(e) shall be applicable to Tax matters.

(f) Each of Buyer Parent and Buyer shall not, and shall not permit any other Buyer Parent Specified Persons to, take any action (including acquiring or agreeing to acquire by merging or consolidating with, or by purchasing the assets of or equity in, or by any other manner, any Person or portion thereof, or otherwise acquiring or agreeing to acquire any assets) that would reasonably be expected to have the effect of (i) materially delaying, impairing or impeding the receipt of, or increasing the risk of not receiving, any required Government Approval, (ii) materially delaying, impairing, or impeding the expiration or termination of any applicable waiting period with respect to a Government Approval, (iii) materially increasing the risk of any Government Authority entering an Order prohibiting the consummation of the Transactions, or (iv) otherwise materially delaying the consummation of the Transactions. For the purposes of this Section 6.04(f), no Affiliate of Buyer (other than Buyer Parent Specified Persons) shall be subject to or required to take or refrain from taking any action under (nor shall the action or inaction of any such Affiliate be deemed to be a breach of) this Section 6.04(f).

(g) Notwithstanding the foregoing or anything to the contrary in this Agreement, nothing in this Agreement shall obligate Buyer, any Buyer Parent Specified Person or any other Affiliate of Buyer to: (i) propose, negotiate, commit to and effect by consent decree, hold separate, Order or otherwise, regardless of the consideration, the sale, divestiture, license or disposition of any assets or businesses of the Business or of Buyer, the other Buyer Parent Specified Persons or its Affiliates; (ii) otherwise take or commit to take any actions that after the Closing Date would limit Buyer's or its Affiliates', Buyer Parent Specified Persons' or the Business' freedom of action with respect to, or its ability to retain, one or more of its businesses, product lines or assets, or to avoid the entry of, or to effect the dissolution of, any injunction, temporary restraining Order or other legal requirement in any suit or other Action; (iii) pursue, commence or defend through any Action against any Government Authority or other Person; (iv) disclose or provide information that would reasonably be expected to jeopardize privilege or be in breach of a binding contractual obligation or duty of confidentiality; or (v) otherwise accept or agree to any requirements, restrictions or limitations on the conduct of the business of the Business, Buyer, the Buyer Parent Specified Persons or its or their Affiliates.

(h) If (i) the CFIUS Approval has not been obtained on or before December 12, 2025 (the “**Target Closing Date**”) and all other conditions set forth in Section 10.02 have been otherwise satisfied or waived in accordance herewith (other than those that, by their nature, can only be fulfilled on the Closing Date), or (ii) the CFIUS Approval has been obtained prior to the Target Closing Date, and all other conditions to Closing set forth in Section 10.02 have been satisfied or waived in accordance herewith (other than those that, by their nature, can only be fulfilled on the Closing Date), but Buyer elects not to close on or prior to the Target Closing Date because the fifteen (15) Business Day window as described in Section 2.03 has not expired or been waived, then (in either such case of the preceding (i) or (ii)) no later than one (1) Business Day following the Target Closing Date, Buyer shall deposit (or shall have deposited) with the Escrow Agent an amount in cash equal to \$9,500,000 (such amount, the “**CFIUS Escrowed Amount**”, and together with all interest thereon, the “**Incremental Escrowed Funds**”) by wire transfer of immediately available funds into a separate escrow account (the “**CFIUS Escrow Account**”). The date on which the Buyer is required to deposit (or cause to be deposited) the CFIUS Escrowed Amount pursuant to either clause (i) or clause (ii) of the preceding sentence, or pursuant to the proviso in this sentence, is referred to herein as the “**Escrow Funding Date**”; *provided, however*, that, notwithstanding the foregoing, if neither clause (i) or clause (ii) of the preceding sentence is applicable and after December 12, 2025 the condition in Section 10.02(b) (solely as relating to CFIUS Approval) becomes the sole condition in Section 10.02 that has not been satisfied or otherwise waived (other than those that, by their nature, can only be fulfilled on the Closing Date), then no later than one (1) Business Day following such date, Buyer shall be obligated to deposit (or shall have deposited) with the Escrow Agent the CFIUS Escrowed Amount in accordance with the preceding sentence by applying such sentence with the following changes (and such changes shall apply for all purposes of this Agreement): (A) the references to December 12, 2025 in the definition of the Target Closing Date shall automatically be deemed to be the date on which the condition in Section 10.02(b) (solely as relating to CFIUS Approval) becomes the only condition in Section 10.02 that remains so unsatisfied or not waived (such date, the “**Sole Closing Condition Date**”), and (B) the CFIUS Escrowed Amount for all purposes hereunder shall automatically be reduced to equal (x) the number of days between the Sole Closing Condition Date and January 28, 2026 *multiplied by* (y) the Per Diem Amount. From and after the Escrow Funding Date, Seller Parent shall be permitted to draw on the Incremental Escrowed Funds from the CFIUS Escrow Account, an amount equal to \$202,127.66 per day (each, a “**Per Diem Amount**” and the aggregate, “**Aggregate Per Diem Amount**”), until the earlier of (x) the Closing Date, (y) the valid termination of this Agreement in accordance with its terms or (z) exhaustion of the CFIUS Escrowed Amount, in each case, other than any Per Diem Amount to which Seller Parent is entitled to draw, and has not yet drawn, under this Section 6.04(h). Any portion of the Per Diem Amount that is not drawn by Seller Parent on any particular day may be carried forward and drawn on any subsequent day until the Closing Date, but not thereafter. If, on the Closing Date or on the date this Agreement is validly terminated in accordance with its terms, there are any Incremental Escrowed Funds in the CFIUS Escrow Account, then on the Closing Date or such date of termination, Buyer and Seller Parent shall deliver joint instructions to the Escrow Agent to release the remaining balance of the Incremental Escrowed Funds (net of any Per Diem Amount to which Seller Parent is entitled to draw, and has not yet drawn, under this Section 6.04(h)) to the Buyer. If Closing has not occurred on or prior to January 28, 2026 and this Agreement has not been terminated in accordance with its terms, then the Incremental Escrowed Funds shall be forfeited to Seller Parent (or its designee) who may withdraw such funds from the CFIUS Escrow Account,

to the extent not already done so. Reasonably promptly following the date of this Agreement, Buyer and Seller Parent shall enter into an amendment to the Escrow Agreement to reflect this Section 6.04(h). Notwithstanding anything to the contrary in the foregoing or otherwise herein, if (x) Buyer or Seller Parent terminates this Agreement after the Escrow Funding Date and prior to the Closing Date pursuant to Section 11.01(c), Section 11.01(f) or Section 11.01(k) (or pursuant to Section 11.01(d) at a time when a party is permitted to terminate this Agreement pursuant to Section 11.01(c), Section 11.01(f) or Section 11.01(k)) and (y) Seller Parent has drawn on the Incremental Escrowed Funds from the CFIUS Escrow Account prior to such termination, then Seller Parent shall remit or pay (or shall cause remittance or payment) to Buyer of an amount of immediately available funds equal to the aggregate amount drawn from the CFIUS Escrow Account, within one (1) Business Day of notice of such termination.

Section 6.05. Third Party Consents. Except for Government Approvals (which are governed by Section 6.04), each Party agrees to (and Seller Parent agrees to cause the other Seller Parties to) cooperate and use reasonable best efforts to obtain any other consents and approvals from any third person that may be required in connection with any Transaction (the “**Third Party Consents**”). Notwithstanding anything in this Agreement to the contrary, (a) except for Cure Costs or Non-Recurring Credits paid by Seller Parent with respect to any Transferred Contract, no Seller Party or any of its Affiliates (nor Buyer or any of its Affiliates) shall be required to compensate any third party, commence or participate in any Action, waive any condition under this Agreement, or offer or grant any accommodation (financial or otherwise, including any accommodation or arrangement to remain primarily, secondarily, or contingently liable for any Assumed Liability) to any third party to obtain any such Third Party Consent and (b) in no event shall Seller Parent amend, restate, modify or waive (or cause the amendment, restatement, modification or waiver) of any Contract for the purposes of obtaining any Third Party Consent without Buyer’s prior written consent. For the avoidance of doubt, no representation, warranty, or covenant of any Seller Party contained in this Agreement shall be breached or deemed breached, and no condition shall be deemed not satisfied solely based on (i) the failure in-and-of-itself to obtain any Third Party Consents or (ii) any Actions commenced or threatened by or on behalf of any Party based on the failure to obtain any such Third Party Consents; *provided, however*, that nothing in this Section 6.05 shall (x) prevent a claim by Buyer that any act or omission of any Seller Party underlying such failure was a breach of this Agreement or (y) limit any Seller Party’s obligation to comply with their covenants herein, including to cooperate and utilize such Person’s reasonable best efforts to obtain any such Third Party Consent.

Section 6.06. Certain Capital Expenditures. From and after the Original Agreement Date until the earlier to occur of the valid termination of this Agreement and the Closing Date, the Seller Parties will use their respective commercially reasonable efforts (taking into account the Seller Parties’ financial and liquidity position at the time of any determination to (or not to) make any such expenditure) to incur and spend Non-Success Based Capex in accordance with the Agreed Financial Budget.

Section 6.07. Bulk Transfer Laws. The Parties acknowledge and agree that Seller Parties may not comply with the provisions of any bulk transfer Laws or similar Laws of any jurisdiction in connection with the Transactions and Buyer hereby waives all claims related to noncompliance therewith.

Section 6.08. Employee Matters.

(a) Employment of All Covered Employees. All Covered Employees (including those on temporary furlough, leave of absence (including medical leave, military leave, or workers compensation leave) or short-term or long-term disability) may receive from Buyer or an Affiliate of Buyer, in Buyer's sole discretion (including, for the avoidance of doubt, on an employee-by-employee basis), a written offer of employment, to commence as of 12:01 a.m. local time on the Closing Date, and subject to the Closing, no earlier than four (4) months following the designation of Buyer as the successful bidder following the auction, if any, and no later than fifteen (15) Business Days prior to the Closing Date (and in any event no later than fifteen (15) Business Days prior to the Closing Date) (or, for any Covered Employee hired by any Seller Party after written offers of employment are initially issued, as soon as reasonably practicable) and Buyer shall notify Seller Parent of each Covered Employee who is receiving an offer of employment as soon as reasonable but not later than the date of any such offer. Each offer of employment made by Buyer or an Affiliate of Buyer to a Covered Employee shall be subject to and conditioned upon the satisfaction of Buyer's or its applicable Affiliate's customary pre-employment screening process in accordance with Buyer's or its applicable Affiliate's past practice, and provide for: (i) an annual base salary or hourly wage rate, as applicable that is subject to Buyer's discretion and existing policies, (ii) retirement, health and welfare benefits (excluding nonqualified deferred compensation, equity or equity-based, incentive, commission, change in control, transaction, retention, defined benefit pension and post-employment or retiree health and welfare benefits (collectively, the "**Excluded Benefits**")) that are substantially comparable, in the aggregate, in Buyer's discretion, to (A) those provided to such Covered Employee immediately prior to the Closing under the Employee Plans listed on Schedule 4.13(a), (B) those provided to similarly situated employees of Buyer or its Subsidiaries or (C) some combination of clause (A) and clause (B), in each case, excluding the Excluded Benefits; and (iii) severance payments and benefits that are no less favorable than either (A) those set forth on Schedule 6.08(a), as applicable to the respective Covered Employee, or (B) the severance payments and benefits applicable to similarly situated employees of Buyer or its Affiliates, in each case for clause (A) and clause (B), as determined in the sole discretion of Buyer and its Affiliates (clause (i) to clause (iii), collectively, the "**Employment Terms**"). Buyer shall provide a form of such offer of employment to Seller Parent for its review and comment (and Buyer agrees to consider all timely and reasonable comments of Seller Parent or its counsel) no later than two (2) Business Days prior to issuing the offers of employment. On or before the date that is five (5) Business Days prior to the Closing Date, Buyer shall notify Seller Parent as to each Covered Employee who has affirmatively accepted employment with Buyer or its Affiliate and each Covered Employee who has rejected, not satisfied Buyer's or its Affiliate's customary pre-employment screening process in accordance with Buyer's or its applicable Affiliate's past practice, or not responded to an offer of such employment. For purposes of this (vi), any Covered Employee who becomes employed by Buyer or an Affiliate of Buyer in accordance with this (v) is referred to as a "**Transferred Employee.**" The Parties shall exercise commercially reasonable efforts to structure such offers of employment to ensure that the terms of such offers do not (i) constitute an employment loss under the WARN Act; or (ii) trigger any severance, termination, or similar payments, rights, or benefits. Effective as of the Closing, each Transferred Employee who is a participant in any Employee Plan that is not an Assumed Employee Plan shall cease to accrue benefits under and be an active participant in any such Employee Plan (unless otherwise expressly provided for under such Employee Plan or required by applicable Law). Effective as of the Closing Date (except as otherwise expressly

provided for in this Section 6.08), each Transferred Employee who, as of the Closing Date, is a participant in any Employee Plan that is not an Assumed Employee Plan shall commence participation in the Buyer Plans (or continue participation in the Assumed Employee Plans, to the extent applicable).

(b) Employees and Employee Plans.

(i) Liabilities. Effective as of the Closing, Buyer shall, or shall cause an Affiliate to, assume or retain, as the case may be, any and all Liabilities (contingent or otherwise), (x) arising out of, relating to, or resulting from the employment or services, or termination of employment or services, of any Transferred Employee, arising on and after the Closing Date, or (y) to the extent provided for in this (ix) or on Schedule (ix)(b)(i).

(ii) Employee Plans. The Seller Parties shall retain sponsorship of and be solely responsible for each Employee Plan that is not an Assumed Employee Plan and any Liabilities arising from, relating to, or resulting from such retained Employee Plans shall be Excluded Liabilities, irrespective of when such Liabilities relate to or arise.

(c) Transferred Employees – Additional Employment Terms.

(i) Terms and Conditions of Employment. For a period of at least twelve (12) months following the Closing Date (or, if earlier, until the relevant Transferred Employee's termination of service following Closing), Buyer shall not and shall cause its Affiliates not to, materially reduce, decrease, or detrimentally change the Employment Terms (except to the extent that similarly situated employees of Buyer and its Affiliates are similarly impacted by any such reduction, decrease, or detrimental change); *provided, however*, nothing in this Agreement shall prevent Buyer from terminating employees at its sole discretion in accordance with applicable Law.

(ii) Credit for Service. Buyer shall, and shall cause its Affiliates to, credit Transferred Employees for service earned on and prior to the Closing Date with any of the Seller Parties and any of their respective Affiliates or predecessors, in addition to service earned with Buyer and its Affiliates on or after the Closing Date, (A) to the extent that service is relevant for purposes of eligibility to participate, vesting, calculation of severance payments and/or benefits and future vacation/PTO accrual under any employee benefit plan, program, or arrangement of Buyer or any of its Affiliates in which such Transferred Employee participates on or after the Closing Date (the "**Buyer Plans**") to the same extent and for the same purposes as such service was credited under the analogous Employee Plan in which such Transferred Employee participated immediately prior to the Closing Date and (B) for such additional purposes as may be required by applicable Law; *provided, however*, that nothing herein shall apply for any purposes under any Excluded Benefit or to the extent that it would result in a duplication of benefits, compensation or coverage for the same period of service.

(iii) Pre-existing Conditions; Coordination. For the plan year in which the Closing Date occurs, Buyer shall, and shall cause its Affiliates to use commercially reasonable efforts to (i) waive any pre-existing condition or actively at work limitations, evidence of insurability, and waiting periods for the Transferred Employees and their eligible spouses and

dependents under any Buyer Plans that are group health plans to the same extent waived or satisfied under the analogous Employee Plan in which such Transferred Employee participated immediately prior to the Closing Date and (ii) credit, for purposes of determining and satisfying the corresponding annual deductibles, co-insurance, co-pays, out-of-pocket limits, and other applicable limits under the Buyer Plans that are group health plans, deductibles, co-insurance, co-pays, and out-of-pocket expenses paid by Transferred Employees and their respective spouses and dependents under the Employee Plans that are group health plans in the plan year in which the Closing Date occurs.

(d) Employee Communication. Prior to the Closing, except as required by Law, neither Party shall issue any broad-based, written communication (including any electronic communication) relating to the Transactions to the Covered Employees (or their representatives, if any) relating to post-Closing employment-related matters without the prior written approval of the other Party (which approval shall not be unreasonably conditioned, withheld, or delayed). Except as required by Law or any Order of the Bankruptcy Court, the Parties shall consult with each other in good faith as to the contents, scope, form, and timing of any such broad-based, written communications by either Party with the Covered Employees (or their Representatives, if any) and neither Party shall make any representations (on behalf of itself or the other Party) relating to post-Closing employment-related matters.

(e) 401(k) Plan. Effective as of as soon as administratively practicable following the Closing Date (but in no event more than thirty (30) days thereafter), Buyer shall have, or shall cause its Affiliates to have, in effect a defined contribution plan that is intended to be qualified under Section 401(a) of the Code and that includes a qualified cash or deferred arrangement within the meaning of Section 401(k) of the Code (the “**Buyer Savings Plan**”) in which Transferred Employees shall be eligible to participate in accordance with its terms. Buyer shall cause, to the extent permitted by applicable Law, the Buyer Savings Plan to accept the direct rollover of electing Transferred Employees’ account balance that is eligible for rollover under any Employee Plan that is a cash or deferred arrangement under Section 401(k) of the Code (the “**Seller 401(k) Plan**”), in cash. Prior to the Closing Date, the applicable Seller Party shall (i), to the extent applicable, take all actions necessary or appropriate to, effective as of the Closing Date, cause all Transferred Employees to be fully vested in their account balances and accrued benefits under the Seller 401(k) Plan and (ii) make or cause to be made to the Seller 401(k) Plan all employer contributions that would have been required to be made in accordance with the terms of the Seller 401(k) Plan on behalf of the Transferred Employees.

(f) 401(k) Plan Wind-down. Following the Closing Date and prior to the Wind-Up Date, the applicable Seller Party shall take or cause to be taken all actions as are necessary or appropriate to terminate the Seller 401(k) Plan and each other Employee Plan that is a group health or welfare plan that is not an Assumed Employee Plan, in accordance with their respective terms and in compliance with the requirements of all applicable Laws. For the avoidance of doubt, the Seller Parties shall be solely responsible for any costs or other Liabilities arising in connection with the wind-down of the Seller 401(k) Plan and each other Employee Plan that is a group health or welfare plan that is not an Assumed Employee Plan.

(g) Alternate Procedure. Buyer and Seller Parent agree to utilize the “alternate procedure” of Section 5 of Revenue Procedure 2004-53, 2004-34 IRB 320 issued by the IRS,

pursuant to which, Buyer or an Affiliate thereof will be responsible for all employment tax reporting, including Forms W-2, with respect to all payments made to the Transferred Employees during the calendar year in which the Closing occurs, including payments made by the Seller Parties. Seller Parent will provide such documents and other information to Buyer as are reasonably necessary in order to enable Buyer or its applicable Affiliate to timely satisfy its obligations under this subsection.

(h) COBRA Coverage. For so long as any Seller Party or any of their ERISA Affiliates (other than the Business) maintains a group health plan, the Seller Parties (and such ERISA Affiliate(s)) shall be solely responsible for any and all Liabilities arising under COBRA with respect to any “M&A Qualified Beneficiaries” (as that term is defined in Treasury Regulation Section 54.4980B-9). To the extent that all Seller Parties and all of their ERISA Affiliates (other than the Business) cease to maintain a group health plan prior to, as of or following the Closing Date, Buyer will be responsible for providing continuation coverage required under COBRA to all Covered Employees, Former Covered Employees, and their respective spouses and dependents who are or become “M&A Qualified Beneficiaries” (as such term is defined in Treasury Regulation Section 54.4980B-9) as a result of the consummation of the Transactions and any other former employee of Seller Parent or any of its Subsidiaries that is receiving continuation coverage under COBRA as of immediately prior to Closing.

(i) Restrictive Covenants. Seller Parent agrees on behalf of itself and the other Seller Parties that, notwithstanding the terms of any restrictive covenant agreement between any of the Seller Parties, on the one hand, and any Transferred Employee, on the other hand, such Transferred Employee shall be permitted to provide services to or be employed by Buyer or its Affiliates following the Closing. Seller Parent shall not, and shall cause the other Seller Parties not to, seek to enforce the terms of any such restrictive covenant agreement following the Closing to prevent any Transferred Employee’s employment with Buyer and/or its Affiliates.

(j) 2025 Annual Bonuses. Buyer shall, or shall cause its Affiliates to, pay to each eligible Covered Employee that is listed on Schedule 1.01(b) as having a “bonus target”, who becomes a Transferred Employee, within thirty (30) days following the Closing Date (without regard to whether the Transferred Employee is employed by Buyer or one of its Affiliates on such payment date), an amount equal to such Transferred Employee’s annual cash bonus under the applicable Everstream Annual Incentive Bonus Plan in respect of the 2025 fiscal year as in effect on the Agreement and set forth on Schedule 4.13(a), which amount is prorated for the pre-Closing portion of such year, and calculated based on actual performance for such year from January 1, 2025 until the most recently closed calendar month immediately prior to the Closing Date, as determined by Seller Parent on or prior to the Closing Date (the aggregate amount of such prorated bonuses, the “**Pro Rata Annual Bonus Amount**”). Seller Parent shall provide the aggregate amount of the Pro Rata Annual Bonus Amount and the allocation of the Pro Rata Annual Bonus Amount among the eligible Transferred Employees to Buyer or its Affiliate on or prior to the Closing Date.

(k) Paid Time Off. To the extent permitted by applicable Law, Buyer or any Affiliate of Buyer who employs the Transferred Employees shall assume any accrued but unused vacation or other paid time-off for each Transferred Employee as of the Closing Date, and Transferred Employees shall be permitted to use such paid time-off in a manner that is consistent

with Buyer's or its Affiliate's applicable policies, as in effect from time to time. The Parties will request that each Transferred Employee consent in writing to (i) Buyer's assumption of any unused and accrued vacation or other paid time-off as of the Closing Date, and (ii) waive any right from Seller Parent to the same.

(l) WARN. On or before the Closing Date, Seller Parent shall provide a list of the names and sites of employment of any and all employees of the Seller Parties who have experienced, or will experience, an employment loss or layoff as defined under the WARN Act within ninety (90) days prior to the Closing Date. Seller Parent shall update this list up to and including the Closing Date. For a period of ninety (90) days after the Closing Date, Buyer shall make commercially reasonable efforts to not engage in any conduct which would result in an employment loss or layoff for a sufficient number of employees of Buyer which, if aggregated with any such conduct on the part of any Seller Party prior to the Closing Date, would trigger the WARN Act.

(m) No Third Party Beneficiaries. Notwithstanding the provisions of this (xv) or any provision of this Agreement, nothing in this (ix) is intended to and shall not (i) create any third party rights, (ii) subject to compliance with the other requirements of this (ix), amend, establish or modify any Employee Plan or any other benefit or compensation plan, program, policy, or arrangement, (iii) subject to compliance with the other requirements of this (ix), require Buyer or any of its Affiliates, or any Seller Party or any of its Affiliates, as applicable, to continue any employee benefit plan, program, policy, or arrangement, (iv) provide any Covered Employee or any Transferred Employee with any rights to continued employment or (v) subject to compliance with the other provisions of this (ix) limit, prevent or impair Buyer or any of its Affiliates from (A) amending, modifying or terminating any Employee Plan or any other benefit or compensation plan, program, policy, agreement or arrangement in accordance with its terms or (B) terminating the employment of any employee for any reason or no reason in accordance with applicable law.

Section 6.09. Guarantees; Other Obligations. At or before the Closing, the Parties shall use reasonable best efforts to either: (a) arrange for substitute letters of credit, Buyer guarantees, and other obligations ("**Replacement Guarantees**") to replace (i) the Seller Guarantees set forth on Schedule 6.09, and (ii) solely with the prior written consent of Buyer (in its sole discretion) any Seller Guarantees entered into during the Pre-Closing Period; or (b) take action to have Buyer assume all obligations under each Seller Guarantee, obtaining from the creditor, beneficiary, or other counterparty a full release (in a form reasonably satisfactory to Seller Parent) of all Seller Parties (or Affiliates thereof) liable, directly or indirectly, for reimbursement to the creditor or fulfillment of other obligations to a beneficiary or counterparty in connection with amounts drawn under the Seller Guarantees. To the extent the beneficiary or counterparty under any Seller Guarantee does not accept as of the Closing any Replacement Guarantees (such Seller Guarantee, until terminated or replaced in accordance herewith, an "**Open Guarantee**"), effective from and after the Closing Date, Buyer shall, and shall cause each of its Affiliates to, (I) indemnify, defend, and hold harmless Seller Parent and its Affiliates against, and reimburse Seller Parent and its Affiliates for, all reasonable and documented out-of-pocket costs or expenses paid by Seller Parent, directly relating such Open Guarantee being drawn upon or required to be performed (including the amount so drawn), and shall in any event promptly reimburse Seller Parent and its Affiliates if an Open Guarantee is called upon and Seller Parent or its Affiliates make any payment or are obligated to reimburse the party issuing the Open Guarantee and (II) not, without Seller Parent's

prior written consent, amend in any manner adverse to Seller Parent or any of its Affiliates, or extend (or permit the extension of), any Open Guarantee or any obligation supported by any Seller Guarantee. From and after the Closing Date until the earlier of (x) the six-(6) month anniversary of the Closing and (y) the replacement of the applicable Open Guarantee in accordance herewith, each applicable Seller Party (i) shall (for the benefit of Buyer) maintain and (ii) shall not amend, or modify any such Open Guarantee without Buyer's prior written consent.

Section 6.10. Shared Customer Contracts.

(a) With respect to any Shared Customer Contract: (i) on or prior to the Designation Deadline, Buyer may elect, by written notice to Seller Parent (a "**Shared Contract Designation Notice**"), each Shared Customer Contract Buyer wishes to be assigned to it at the Closing and (ii) from and after the Designation Deadline until the Closing, Seller Parent and Buyer shall, and shall cause their respective Affiliates to, each use their respective commercially reasonable efforts to, and reasonably cooperate with each other, and the applicable counterparty, to, separate or amend any such Shared Customer Contract (or take such other action as may be reasonably necessary) in order to provide for a mutually acceptable allocation of the rights and obligations under such Shared Customer Contract in line with the allocation of Transferred Assets, Excluded Assets, Assumed Liabilities, and Excluded Liabilities between the Parties (each such Shared Customer Contract that is so separated or amended to apply only to the Business to the exclusion of the Excluded Business, a "**Separated Business Contract**"), and Seller Parent shall reasonably consult with (and in good faith consider the comments of) Buyer and its counsel regarding such Separated Business Contract (including the negotiation and terms thereof); *provided, however*, that no such separation or amendment (or other arrangement) shall become effective prior to the Closing unless otherwise agreed by the Parties (in their respective sole discretion); *provided, further*, that solely with respect to Undisclosed Contracts that are also Shared Customer Contracts discovered following the Designation Deadline, Buyer shall be permitted to designate such Undisclosed Contracts as a Shared Customer Contract or Separated Business Contract until the date that is fourteen (14) days following the date of discovery by Buyer (or notice thereof by the Seller Parties) (and for such Undisclosed Contracts, the "Designation Deadline" shall be such extended date). Any amendment to, modification to or waiver of a Shared Customer Contract or a Separated Business Contract that adversely affects Buyer or the Business shall be in form and substance reasonably acceptable to Buyer (any such Contract where Buyer's consent is so required, but not yet obtained, a "**Specified 6.10 Contract**"). Neither Seller Parent, Buyer, nor any of their respective Affiliates shall be required to do any of the following: (A) separate, amend or modify or take any other action under this Section 6.10 with respect to any Shared Customer Contract for which a Shared Contract Designation Notice has not been timely delivered, (B) adversely modify, relinquish, narrow, or forbear any material right that constitutes an Excluded Asset, Transferred Asset, Excluded Liability or Assumed Liability, as applicable, to any Party, or (C) other than Cure Costs or Non-Recurring Credits, pay any monetary consideration to any Person for the purpose of separating or amending any such Shared Customer Contract (and any such other monetary consideration, to the extent not an Excluded Liability, shall be subject to Buyer's prior written consent).

(b) With respect to any Shared Customer Contract that is separated or amended (and therefore becomes a Separated Business Contract) on or prior to the Closing: (i) all Cure Costs or Non-Recurring Credits (if any) that are agreed among the applicable parties with respect

to such Contract shall be paid by Seller Parent on or before Closing; (ii) such Separated Business Contract shall be deemed effective as of immediately prior to the Effective Time; (iii) such Separated Business Contract shall be deemed a Transferred Contract for the purposes hereof and be automatically added to Schedule 2.01(a)(iii)(D); and (iv) such Separated Business Contract shall provide Buyer equivalent, in all material respects, contract rights and obligations under the Separated Business Contract to those contract rights and obligations under such Shared Customer Contracts utilized by the applicable Seller Party in the conduct of the Business (including as to any pricing metrics).

(c) If any Shared Customer Contract for which a Shared Contract Designation Notice was timely delivered is not so separated or amended at or prior to the Closing Date (such Contract, for so long as it has not been separated and thus continues to be a Shared Customer Contract, a “**Non-Separated Contract**”), then, after the Closing until the Cut-Off Date (or the date such Non-Separated Contract is separated or amended into a Separated Business Contract, if earlier), to the extent permissible by Law and under the terms of the applicable Shared Customer Contract, Seller Parent shall (and shall cause the applicable Seller Party or its Affiliates to) (i) solely if Buyer elects, in its sole and absolute discretion, to have such Non-Separated Contract assigned in full to Buyer (or its designee), assign, transfer and convey such Non-Separated Contract (to the extent so assigned, transferred and conveyed to Buyer hereunder, a “**Non-Separated Assumed Contract**”), which shall be deemed a Transferred Contract for the purposes hereof and be automatically added to Schedule 2.01(a)(iii)(D) upon such proper assignment, transfer and conveyance, and thereafter Buyer shall use reasonable best efforts to enter into an Interim Arrangement either with the applicable Seller Parties and/or with any third parties holding interests in the Excluded Business party to such Non-Separated Assumed Contract to, subject to applicable Law or Order of the Bankruptcy Court, provide such Seller Parties or third-parties the benefits and pass along the economic burdens associated with such Non-Separated Assumed Contract, solely to the extent such obligations or burdens are obligations of the Excluded Business or of such Seller Party or third party prior to the Closing Date or (ii) solely if Buyer does not elect, in its sole and absolute discretion, to have such Non-Separated Contract assigned in full to Buyer (or its designee) pursuant to Section 6.10(c)(i), (A) assume and perform the liabilities under such Shared Customer Contract, (B) hold in trust for the benefit of Buyer, and shall promptly forward to Buyer, all monies (net of applicable Taxes, if any, imposed by a Government Authority in connection with the receipt of such monies) and other benefits received pursuant to such Shared Customer Contract and (C) use commercially reasonable efforts to institute alternative arrangements intended to establish reasonable and lawful arrangements designed to provide the Buyer with all the rights, benefits and obligations under such Shared Customer Contract; *provided, however*, that, notwithstanding the foregoing, (w) following the Cut-Off Date (or the date such Non-Separated Contract is separated or amended into a Separated Business Contract, if earlier), Seller Parent and the applicable Seller Parties shall not have any obligation to renew any Shared Customer Contract upon the expiration or termination thereof, (x) prior to the Cut-Off Date (or the date such Non-Separated Contract is separated or amended into a Separated Business Contract, if earlier), Seller Parent and the applicable Seller Party shall not extend the term or otherwise amend the terms of any Shared Customer Contract in a manner that would adversely affect Buyer, such Shared Customer Contract, the Transferred Assets or the Business upon obtaining a Separated Business Contract without Buyer’s prior written consent, (y) prior to the Cut-Off Date (or the date such Non-Separated Contract is separated or amended into a Separated Business Contract, if earlier), to the extent any such Shared Customer Contract contains an “evergreen” provision that

automatically renews such Shared Customer Contract, the applicable Seller Parties shall be prohibited from terminating or canceling such Shared Customer Contract as permitted pursuant to the terms thereof without Buyer's prior written consent and (z) other than Cure Costs or Non-Recurring Credits, neither Seller Parent nor the applicable Seller Parties shall have any obligation to make any material payments or offer or grant any concession or accommodation (financial or otherwise) or commence or participate in any Action in order to obtain any consents or approvals of third parties or effect the transfers or arrangements contemplated by this Section 6.10(c).

(d) For the avoidance of doubt, this Section 6.10 shall solely apply to Shared Customer Contracts, Separated Business Contracts and Non-Separated Contracts.

Section 6.11. Section 280G. To the extent that any "disqualified individual" (within the meaning of Section 280G(c) of the Code and the regulations thereunder) has the right to receive or retain any payments, rights or benefits that could reasonably be expected to constitute "parachute payments" (within the meaning of Section 280G(b)(2)(A) of the Code and the regulations thereunder), then, prior to the Closing Date, Seller Parent will, or will cause one of its Subsidiaries to, (a) solicit from each such "disqualified individual" a waiver of such disqualified individual's rights to some or all of such payments, rights or benefits (the "**Waived 280G Benefits**") so that any remaining payments, rights and/or benefits shall not be deemed to be "excess parachute payments" (within the meaning of Section 280G of the Code and the regulations thereunder), and (b) with respect to each such "disqualified individual" who agrees to the waiver described in clause (a), submit to a vote of holders, directly or indirectly, of the equity interests of Seller Parent or the relevant Affiliate entitled to vote on such matters, the right of any such "disqualified individual" to receive or retain the Waived 280G Benefits. The Parties acknowledge that this (c) shall not apply to any arrangements entered into at the direction of Buyer or any of its Affiliates or between Buyer and any of its Affiliates, on the one hand, and a disqualified individual, on the other hand ("**Buyer Arrangements**") unless at least ten (10) Business Days prior to the Closing Date, Buyer provides true, correct and complete copies of any written Buyer Arrangements (or a written description of any unwritten Buyer Arrangements) and the value for purposes of Section 280G of the Code of such Buyer Arrangements, with any updates with respect to any changes to such Buyer Arrangements that would affect in any material respect the Section 280G analysis or disclosure provided no later than six (6) Business Days prior to the Closing Date. If such copies (or written descriptions) and value of such Buyer Arrangements or changes thereto are not so timely provided, then compliance with this Section 6.11 shall be determined as if such Buyer Arrangements or changes thereto had not been entered into. The Parties acknowledge that neither Seller Parent nor any of its Subsidiaries can compel any disqualified individual to waive any existing rights under a contract with Seller Parent or any of its Affiliates and neither Seller Parent nor any of its Affiliates shall be deemed in breach of this (e) with respect to any "disqualified individual" who refuses to waive any such right. Seller Parent nor any of its Affiliates shall not pay or provide or permit any "disqualified individual" to retain any of the Waived 280G Benefits, if such Waived 280G Benefits are not approved by the holders of the equity interests of Seller Parent or the relevant Affiliate as contemplated above. No later than five (5) Business Days before the Closing Date, Seller Parent shall provide to Buyer or its counsel drafts of the consent, waiver, disclosure statement and calculations necessary to effectuate the approval process and shall incorporate all of Buyer's reasonable and timely comments. Prior to the Closing Date, Seller Parent shall deliver to Buyer evidence reasonably satisfactory to Buyer that (i) the requisite approval was obtained in conformance with Section 280G of the Code and the

regulations thereunder, or (ii) such approval has not been obtained with respect to the Waived 280G Benefits, and, as a consequence, the Waived 280G Benefits have not been and shall not be retained, paid or provided.

Section 6.12. Financing.

(a) During the Pre-Closing Period, and unless otherwise agreed in writing by Buyer, Seller Parent shall and shall cause each of its Subsidiaries to, and each of them shall use their reasonable best efforts to cause their respective Affiliates and Representatives with appropriate seniority and expertise to, in each case, cooperate with Buyer as reasonably requested by Buyer, and at Buyer's sole expense, in connection with Buyer's arrangement, marketing, syndication and consummation of the Debt Financing. Such assistance shall include using reasonable best efforts to: (i) upon reasonable advance notice, participate (including using reasonable best efforts to cause members of management, with appropriate seniority and expertise, and other necessary Representatives of Seller Parent, in each case to participate) in a reasonable number of meetings, presentations, conference calls, and due diligence sessions with any Debt Financing Source and such Debt Financing Source's (and their respective Affiliates') Representatives, that are customary for financings of the type similar to the Debt Financing at reasonable times (and to the extent necessary one or more conference calls with prospective Debt Financing Sources); (ii) reasonably assist (including participating in drafting sessions) with the preparation of materials, in each case to the extent such materials relate to information concerning any Seller Party for rating agency presentations, lender presentations, and similar documents customarily required in connection with the Debt Financing; (iii) furnish Buyer and its Debt Financing Sources promptly (and in any event at least five (5) Business Days prior to the Closing Date) with information legally required under applicable "know your customer" and anti-money laundering rules and regulations and requested in writing by Buyer at least nine (9) Business Days prior to the Closing Date; (iv) furnish as promptly as practicable to Buyer, the Financial Statements and the Supplemental Financial Statements; (v) assist in the preparation of the definitive documentation in connection with the Debt Financing and the schedules and exhibits thereof including loan agreements, guarantees, collateral agreements, legal opinions and officer's certificates and facilitating the pledging of collateral; (vi) reasonably cooperate with the due diligence efforts of Buyer and the Debt Financing Sources; (vii) furnish customary authorization letters to the Debt Financing Sources, authorizing the distribution of information to prospective lenders or investors and other financing sources; and (viii) cooperate with Buyer to satisfy the conditions precedent to the Debt Financing to the extent within the control of Seller Parent, the Seller Parties and their respective Subsidiaries; *provided, however*, that such cooperation does not: (A) require (I) the entry by Seller Parent or any of its Affiliates into any agreement (whether or not conditioned on the Closing) (other than the customary authorization letters specified in Section 6.08(j)(vii)), or (II) any Seller Party or its directors, officers, managers, general partners, or employees to execute, deliver or enter into, or to perform, any agreement, document, or instrument with respect to the Debt Financing, other than the customary authorization letters specified in Section 12.10(vii) and except to the extent that such directors, officers, managers, general partners, or employees will continue in such roles under the employment or engagement of Buyer and its Affiliates following the Closing, (B) cause any director, officer, manager, or Covered Employee to incur any personal liability, (C) require the delivery of any projections or pro forma financial information to any third parties (other than, for the avoidance of doubt, the financial and other pertinent information necessary for the Buyer to prepare its own pro forma financial information),

(D) require the delivery of any financial statements in a form not prepared in the Ordinary Course of Business of Seller Parent and its Subsidiaries, (E) require delivery of any legal opinions or accountants' cold comfort letters or reliance letters, (F) require any Seller Party to pay any commitment or other fee, provide any security, or incur any Liability or other obligation (in each case, other than the representations and warranties of Seller Parent and the Seller Parties in this Agreement (including in Article IV), and subject to the cooperation provided in this (g)) in connection with, relating to, or arising out of, the Debt Financing or any other financing, (G) require any Seller Party to take or permit the taking of any action that would reasonably be expected to conflict with, result in any violation or breach of, or default (with or without lapse of time, notice or both) under, the Seller Parties' Organizational Documents, or any applicable Law (including any Order of the Bankruptcy Court) or material Contracts of any of the Seller Parties (*provided* that such Organizational Documents or Contracts were not entered into, amended or modified for the purposes of circumventing the cooperation required pursuant to this Section 6.12), or (H) require any Seller Party, any of its Subsidiaries or any of their respective directors or officers, to take any action in the capacity as an equity owner or a member of the board of directors or governing body of any Seller Party or its Subsidiaries to authorize or approve the Debt Financing except to the extent that any such directors serve in such role under the engagement of Buyer and its Affiliates following the Closing. All non-public or otherwise confidential information regarding any Seller Party obtained by Buyer pursuant to this Section 6.10(c) shall be kept confidential in accordance with Section 6.03. As a condition to Seller Parent's obligations pursuant to this Section 6.12(a) and subject to Section 8.01, Buyer shall promptly, upon request by Seller Parent, reimburse Seller Parent for all reasonable and documented out-of-pocket costs and expenses (including reasonable and documented attorney's fees and expenses and disbursements) incurred by any Seller Party in connection with the cooperation contemplated by this Section 6.12(a) and in connection with the Debt Financing. Buyer shall indemnify and hold harmless Seller Parent and its Subsidiaries and Affiliates and their respective Representatives from and against any and all losses or other Liabilities suffered or incurred by them in connection with the arrangement of the Debt Financing, any action taken by them at the request of the Buyer pursuant to this Section 6.12(a), and any information utilized in connection therewith (other than information provided by Seller Parent and its Subsidiaries and their Affiliates expressly for use in connection with the marketing of the Debt Financing); *provided, however*, that this indemnification shall not apply to the extent that the relevant losses or other Liabilities result from Seller Parent's and its Affiliates' and Subsidiaries' or other Representatives' Fraud or Willful Breach, in each case as determined by a final and non-appealable judgment of a court of competent jurisdiction.

(b) Seller Parent consents to the reasonable use of Seller Parent's and its Subsidiaries' logos in connection with the Debt Financing in a manner customary for such financing transactions, *provided* that such logos are used solely in a manner that is not intended to or reasonably likely to harm or disparage Seller Parent and its Subsidiaries or any of their Affiliates or the reputation or goodwill of Seller Parent and its Subsidiaries or any of their Affiliates.

(c) Buyer shall not permit any assignment of the Debt Commitment Letter, or any amendment or modification to be made to, or any waiver of any provision or remedy under, the Debt Commitment Letter, in each case without obtaining Seller Parent's prior written consent; *provided* that Buyer (or its Affiliates) may assign, amend, waive, supplement, or otherwise modify the Debt Commitment Letters so long as such amendment, waiver, supplementation or

modification would not (i) reduce the aggregate amount of the Debt Financing (when taken together with Other Sources) to an amount less than the Required Financing Amount or (ii) impose new or additional conditions or otherwise expand, amend or modify in a manner materially adverse to Buyer (or its Affiliates) or the Seller Parties any of the conditions to the Debt Financing, or otherwise expand, amend or modify any other provision of the Debt Commitment Letter, in a manner that would reasonably be expected to materially delay or prevent or make materially less likely the funding of the Debt Financing (or the satisfaction of the conditions to the Debt Financing) at the Closing or impair the ability of Buyer to consummate the Transactions (such amendments, waivers, supplements and modifications described in Section 6.10(c)(i) and this Section 6.10(c)(ii) are referred to herein, collectively, as “**Prohibited Amendments**”) (*provided* that subject to compliance with the other provisions of this Section 6.10(c), Buyer (or its Affiliates) may amend the Debt Commitment Letters to (x) add additional lenders, arrangers, bookrunners, agents or similar entities and (y) implement or exercise any economic “flex” provision).

(d) Buyer shall use its reasonable best efforts to arrange the Debt Financing and obtain the financing contemplated thereby on the terms and conditions described in each Debt Commitment Letter (giving effect to any “market flex” provisions or modifications that are not Prohibited Amendments), including using its reasonable best efforts (in each case, to the extent within its Control) to (i) maintain in effect each Debt Commitment Letter through the consummation of the Closing, (ii) comply with its obligations under each Debt Commitment Letter, (iii) negotiate, execute, and deliver definitive agreements with respect to the Debt Financing on the terms (unless otherwise acceptable to Buyer) and conditions contained in the Debt Commitment Letters (giving effect to any “market flex” provision thereof) so that such definitive agreements are in effect no later than the Closing Date, (iv) satisfy, or cause to be satisfied, on a timely basis all conditions and obligations applicable to Buyer in each Debt Commitment Letter and such definitive agreements, (v) enforce its rights under each Debt Commitment Letter and such definitive agreements, and (vi) consummate the Debt Financing at the Closing (which, for the avoidance of doubt, may include the exercise of “flex” rights as provided in and pursuant to the terms of the Debt Commitment Letters (and any fee letters related thereto) to the extent necessary, together with Other Sources, to fund the Required Financing Amount). If any material portion of the Debt Financing becomes unavailable on terms and conditions contemplated in the Debt Commitment Letters (after taking into account economic “flex” terms), Buyer shall use reasonable best efforts to obtain, as promptly as practicable following the occurrence of such event, alternative financing including from alternative sources, on Commercially Reasonable Terms for any such portion in an amount sufficient to replace any unavailable portion of the Debt Financing (“**Alternative Financing**”), *provided* that such amount of Alternative Financing shall not be required to be (when taken together with (A) any such portion of the Debt Financing that remains available and (B) Other Sources) in excess of the Required Financing Amount. “**Commercially Reasonable Terms**” means debt financing terms available in the market from major international or United States financing institutions to borrowers or issuers with credit ratings comparable to Buyer (determined after giving pro forma effect to the Transactions) for financing comparable to the type of financing contemplated by the Debt Commitment Letters at the time the Alternative Financing is sought, which shall not be less favorable in any material respect to Buyer with respect to enforceability or confidentiality. In the event any Alternative Financing or other debt financing is obtained in accordance with this Section 6.12(d), references in this Agreement to the Debt Financing shall also be deemed to refer to such Alternative Financing or other debt financing, and if one or more commitment letters is entered into or proposed to be entered into in connection with

such Alternative Financing or other debt financing, references in this Agreement to the Debt Commitment Letters shall also be deemed to refer to such commitment letter(s) relating to such Alternative Financing or such other debt financing, and all obligations of Buyer, Seller Parent, and the Seller Parties pursuant to this Section 6.12 shall be applicable thereto to the same extent as Buyer's, Seller Parent's and such Seller Parties' obligations with respect to the Debt Financing. Notwithstanding anything in this Agreement to the contrary, nothing herein shall require Buyer to (A) pay any fees in excess of those contemplated by the Debt Commitment Letters on the Original Agreement Date, or (B) agree to confidentiality or economic terms of the Debt Financing that are less favorable to Buyer in the aggregate than those contemplated by the Debt Commitment Letters or any related fee letter (including any economic "flex" provisions therein). For the avoidance of doubt, it is understood and agreed that nothing in this Agreement shall prejudice Buyer's ability to elect to seek or obtain Alternative Financing or other debt financing that, in each case, is on Commercially Reasonable Terms, and Buyer's seeking and obtaining any Alternative Financing or other such debt financing shall not be deemed to be a breach, violation or other contravention of this Agreement (including this Section 6.12).

(e) Buyer shall, (i) from time to time upon the request of Seller Parent during the Pre-Closing Period, keep Seller Parent informed on a reasonably current basis in reasonable detail of all material activity concerning the Debt Financing (including the status of its efforts to obtain the Debt Financing or any Alternative Financing) and (ii) promptly provide Seller Parent with copies of all executed amendments, modifications, or replacements of any Debt Commitment Letter (including with respect to any Alternative Financing) (it being understood that any amendments, modifications, or replacements shall only be as permitted herein). Without limiting the generality of the foregoing, Buyer shall promptly notify Seller Parent (A) of any material breach or default (or any event or circumstance that would reasonably be expected to give rise to a material breach or default) by any party to the Debt Commitment Letters or definitive agreements related to the Debt Financing of which Buyer becomes aware, (B) of the receipt by Buyer of any written notice or communication from any Debt Financing Source with respect to any actual material breach or default, or any termination or repudiation, in each case by any party to the Debt Commitment Letters or any definitive agreements related to the Debt Financing of any provisions of the Debt Commitment Letters or such definitive agreements, and (C) if Buyer at any time becomes aware that any portion of the Debt Financing contemplated by the Debt Commitment Letter may not be available to pay the Required Financing Amount, to the extent such unavailability would reasonably be expected to prevent, or materially delay, impede or impair the Closing.

(f) For the avoidance of doubt, if the Debt Financing (including any Alternative Financing) has not been obtained on or prior to the Closing Date, Buyer shall continue to be obligated to consummate the Transactions on the terms contemplated by this Agreement and subject only to the satisfaction or waiver of the Closing Conditions set forth in Section 10.02 and to Buyer's rights under Article XI, regardless of whether Buyer has complied with all of its other obligations under this Agreement (including its obligations under this Section 6.12).

(g) Each Party acknowledges and agrees that the Equity Commitment Letter amends, restates, supersedes and replaces in its entirety that certain Equity Commitment Letter, dated May 22, 2025 by and between the parties thereto (the "**Original Equity Commitment**

Letter”) and all of its terms and provisions, such that the Original Equity Commitment Letter is null and void and of no further force or effect.

Section 6.13. R&W Insurance Policy.

(a) Buyer may acquire a conditional binder (the “**Binder Agreement**”) to a buyer-side representation and warranty insurance policy (the “**R&W Insurance Policy**”), that would be issued at or promptly following the Closing in accordance with the terms and subject to the satisfaction of the conditions set forth in the Binder Agreement. Seller Parent shall, and shall cause the Seller Parties and its and their respective Subsidiaries to, provide such cooperation, assistance, information and documents as Buyer may reasonably request in connection with obtaining a R&W Insurance Policy.

(b) The cost, fees and expenses (including all premiums and any related underwriting or brokers fees) of obtaining any R&W Insurance Policy, including all premiums and any related brokers fees, shall be solely borne by Buyer.

(c) If obtained, Buyer shall cause such R&W Insurance Policy to expressly provide (i) the insurer(s) issuing such policy shall waive, and irrevocably agree not to pursue, directly or indirectly, any and all rights of subrogation, claims in contribution or assignment arising pursuant to this Agreement and the Transactions against the Seller Parties, their Affiliates and their respective officers, directors, managers and employees (collectively, the “**Seller Related Parties**”), except in the event of Fraud by such Seller Related Party (the “**Subrogation Waiver Provision**”), (ii) the Seller Related Parties shall be intended third party beneficiaries of the Subrogation Waiver Provision (the “**Third Party Beneficiary Provision**”). Buyer shall not, and shall not consent or agree to allow the issuer of such policy to, adversely amend, waive, modify or otherwise revise (i) the Subrogation Waiver Provision or the Third Party Beneficiary Provision included in the R&W Insurance Policy as required in the foregoing; or (ii) without the written consent of Seller Parent, any other terms or conditions of the R&W Insurance Policy in any manner that would adversely affect the Subrogation Waiver Provision or the Third Party Beneficiary Provision included in the R&W Insurance Policy as required in the foregoing.

ARTICLE VII

CERTAIN POST-CLOSING COVENANTS

Section 7.01. Post-Closing Access.

(a) From and after the Closing until the Wind-Up Date, in connection with (w) claims or obligations relating to Excluded Liabilities, (x) the determination of any matter relating to the rights or obligations of the Seller Parties or any of their Affiliates under any Transaction Agreement, (y) the administration, or satisfaction of Seller Parent’s obligations in connection with, the Bankruptcy Cases, or (z) the winding up and cessation of the Seller Parties’ corporate or limited liability company existence, upon reasonable prior written notice to Buyer, Buyer shall, and shall cause each its Affiliates and their respective Representatives to, at the sole cost and expense of the applicable Seller Party(ies): (i) afford each Seller Party and its Representatives and their respective Affiliates reasonable access, during normal business hours, to the properties, books and records of Buyer and its Affiliates in respect of the Business (including all original books and records in

respect of the Business in the possession or control of Buyer or its Affiliates), the Transferred Assets, or the Assumed Liabilities and (ii) make available to each Seller Party and its Representatives and their respective Affiliates those Transferred Employees whose assistance, expertise, testimony, notes, or recollections or presence may be reasonably necessary to assist such Seller Party, its Representatives, or their respective Affiliates in connection with its inquiries for the purposes referred to in clauses (w)-(z) above, in each case, except as set forth in Section 7.01(b).

(b) Notwithstanding anything in this Agreement to the contrary:

(i) (A) in no event shall Buyer or its Affiliates be obligated to provide any (I) access or information in violation of any applicable Law (including Privacy Laws) or any Order of the Bankruptcy Court, (II) competitively sensitive information not related to the Transferred Assets, the Assumed Liabilities or the Business or any information the disclosure of which would reasonably be expected to (as determined in Buyer's reasonable judgement on advice of legal counsel) jeopardize any applicable legal privilege (including the attorney-client privilege) available to Buyer or any of its Affiliates relating to such information, (III) information in connection with a proceeding between Buyer or any of its Affiliates, on the one hand, and any Seller Party or any of its Affiliates, on the other hand or (IV) information the disclosure of which would cause Buyer or any of its Affiliates to breach a confidentiality obligation to which it is legally bound and in existence on the Original Agreement Date *provided, however*, in the case of clauses (I), (II), (III) and (IV), Buyer and its Affiliates shall be required to use commercially reasonable efforts to provide such information; *provided, further*, in the case of clauses (I), (II) or (IV), Buyer shall provide the applicable Seller Party a reasonably detailed description of the information not provided pursuant to the forgoing, and the applicable Seller Party and Buyer shall cooperate in good faith to design and implement alternative disclosure arrangements to enable such Seller Party and its Representatives to evaluate such information without such violation, forfeiture or breach, and (B) any access or investigation contemplated by Section 7.01(a) shall not unreasonably interfere with any of the businesses, personnel, or operations of Buyer or any of its Affiliates, or the Business;

(ii) the auditors and accountants of Buyer or its Affiliates or the Business shall not be obligated to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants; and

(iii) for the avoidance of doubt, the applicable Seller Party shall (or cause its Representatives or Subsidiaries to) reimburse the Buyer and its Affiliates for reasonable expenses associated with the availability and/or assistance of Transferred Employees in the foregoing Section 7.01(a)(ii).

(c) Notwithstanding anything to the contrary herein, for the longer of (I) any applicable statute of limitations and (II) the period ending on the Wind-Up Date, the Seller Parties shall have continued access to all Transferred Books and Records as is necessary to administer the Bankruptcy Cases and the Seller Parties may retain copies of such Transferred Books and Records, solely as necessary or appropriate in connection with such purpose. Upon the Wind-Up Date, the

Seller Parties shall destroy all copies of the Transferred Books and Records in such Seller Parties' possession and shall confirm destruction by providing Buyer with prompt written notice (email being sufficient).

(d) From and after the Closing Date until the Wind-Up Date, in connection with (w) claims or obligations relating to Assumed Liabilities, (x) the determination of any matter relating to the rights or obligations of Buyer or any of its Affiliates under any Transaction Agreement, (y) the administration, or satisfaction of any Buyer obligations in connection with, the Bankruptcy Cases, or (z) the winding up and cessation of the Seller Parties' corporate or limited liability company existence, in each case, upon reasonable prior written notice to Seller Parent, Seller Parent shall, and shall cause each its Subsidiaries and their respective Representatives to, at the sole cost and expense of Buyer, afford Buyer and its Representatives and their respective Affiliates reasonable access, during normal business hours, to the properties, books and records of Seller Parent and its Affiliates in respect of the Excluded Business (including all original books and records in respect of the Excluded Business in the possession or control of Seller Parent or its Affiliates), the Excluded Assets, or the Excluded Liabilities;

(e) Notwithstanding anything in this Agreement to the contrary:

(i) (A) in no event shall Seller Parent or its Affiliates be obligated to provide any (I) access or information in violation of any applicable Law (including Privacy Laws) or any Order of the Bankruptcy Court, (II) competitively sensitive information not related to the Excluded Assets, the Excluded Liabilities or the Excluded Business or any information the disclosure of which would reasonably be expected to (as determined in Seller Parent's reasonable judgement on advice of legal counsel) jeopardize any applicable legal privilege (including the attorney-client privilege) available to Seller Parent or any of its Affiliates relating to such information, (III) information in connection with a proceeding between Seller Parent or any of its Affiliates, on the one hand, and any Buyer or any of its Affiliates, on the other hand or (IV) information the disclosure of which would cause Seller Parent or any of its Affiliates to breach a confidentiality obligation to which it is legally bound and in existence on the Original Agreement Date *provided, however*, in the case of clauses (I), (II), (III) and (IV), Seller Parent and its Affiliates shall be required to use commercially reasonable efforts to provide such information; *provided, further*, in the case of clauses (I), (II) or (IV), Seller Parent or the applicable Seller Party shall provide Buyer a reasonably detailed description of the information not provided pursuant to the forgoing, and the applicable Seller Party and Buyer shall cooperate in good faith to design and implement alternative disclosure arrangements to enable Buyer and its Representatives to evaluate such information without such violation, forfeiture or breach, and (B) any access or investigation contemplated by this Section 7.01(e) shall not unreasonably interfere with any of the businesses, personnel, or operations of Seller Parent or any of its Affiliates, or the Excluded Business; and

(ii) the auditors and accountants of Seller Parent or its Affiliates or the Excluded Business shall not be obligated to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants.

Section 7.02. Intellectual Property Matters.

(a) Effective as of the Closing, Buyer hereby grants to Seller Parent and each of its Affiliates a royalty-free, fully paid-up, irrevocable (during the term of the license granted under this Section 7.02(a)), non-sublicensable, non-transferable, non-exclusive license, until the Wind-Up Date, to continue to use and display any Trademarks included in the Business Intellectual Property included in the Transferred Assets in substantially the same manner that such Trademarks are used in connection with the Business or PA Business immediately prior to the Closing (and solely with products, services, and operations of substantially the same or higher quality as those of the Business or PA Business prior to the Closing) solely in connection with the winding up and cessation of Seller Parent's or such Affiliate's use and display of such Trademarks, including to sell or otherwise dispose of any Excluded Assets bearing or containing any such Trademarks and in connection with the winding up of the PA Business. Following such period, none of Seller Parent or any such Affiliates shall use or display any such Trademarks in any manner for any purpose, except that nothing in this Section 7.02 shall prohibit Seller Parent or any such Affiliate from using any such Trademarks as permitted under any other Transaction Agreement, in a text-only form in connection with historical, Tax, employment, or similar references to the Business or PA Business, for purposes of prospectus, and similar disclosures as are necessary and appropriate to describe the historical relationship of Seller Parent and such Affiliate, or as otherwise required to comply with applicable Law (including any Order of the Bankruptcy Court). Any and all goodwill generated by the use of such Trademarks, including under this Section 7.02, shall inure solely to the benefit of the respective owner of the applicable Trademark.

(b) Solely to the extent that any Business Intellectual Property (other than Trademarks) included in the Transferred Assets is used, practiced, or otherwise exploited by Seller Parent or any of its Affiliates in the conduct of the PA Business immediately prior to the Closing and is necessary for the winding up of the PA Business after the Closing, effective as of the Closing, Buyer hereby grants Seller Parent and each such Affiliate a royalty-free, fully paid-up, irrevocable (during the term of the license granted under this Section 7.02(b)), worldwide, non-sublicensable (except to subcontractors and consistent with past practice), non-transferable (except in connection with the transfer of all or substantially all of the assets, stock, or other equity of Seller Parent or such Affiliate), non-exclusive license to use, practice, and otherwise exploit such Business Intellectual Property solely in connection with the conduct of the PA Business of Seller Parent or such Affiliate as conducted on or prior to the Closing (and natural evolutions thereof in the context of winding up the PA Business) and the winding up of the PA Business, which license shall terminate immediately upon cessation of the PA Business by Seller Parent and its Affiliates.

Section 7.03. Further Assurances; Receipt of Misdirected Assets.

(a) From time to time following the Closing until the Wind-Up Date, the Parties shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all reasonable further conveyances, notices, assumptions, releases, and acquittances and such instruments, and shall take such reasonable actions as may be necessary or appropriate to make effective the Transactions as may be reasonably requested by the other Party.

(b) In furtherance of Section 7.03(a), following the Closing until the Wind-Up Date, if Buyer or any of its Affiliates (a) receives or otherwise possesses any asset or interest

(including any funds, payments, mail (including electronic mail) and insurance proceeds) that should have properly been classified as an Excluded Asset, or (b) is liable under or otherwise responsible for discharging a Liability that should have properly been classified as an Excluded Liability, (i) (A) Buyer shall, and shall cause its respective Subsidiaries to use reasonable best efforts to reasonably promptly transfer, or cause to be transferred, such asset or interest to Seller Parent or a Seller Party designated by Seller Parent and (B) Buyer, shall hold such asset or interest in trust for the use and benefit and burden of the Person entitled thereto (and at such other Person's sole expense) until the consummation of the transfer thereof, or (ii) a Seller Party designated by Seller Parent shall promptly assume such Liabilities from Buyer, as the case may be.

(c) In furtherance of Section 7.03(a), following the Closing until the Wind-Up Date, if Seller Parent or any of the Seller Parties (a) receives or otherwise possesses any asset or interest (including any funds, payments, mail (including electronic mail) and insurance proceeds) that should have properly been classified as a Transferred Asset or (b) is liable under or otherwise responsible for discharging a Liability that should have properly been classified as an Assumed Liability, (i) (A) Seller Parent shall, and shall cause the other Seller Parties and their respective subsidiaries to use reasonable best efforts to reasonably promptly transfer, or cause to be transferred, such asset or interest to Buyer and (B) Seller Parent and the applicable Seller Party shall hold such asset or interest in trust for the use and benefit and burden of the Person entitled thereto (and at such other Person's sole expense) until the consummation of the transfer thereof, or (ii) Buyer shall promptly assume such Liabilities from Seller Parent, as applicable, as the case may be.

(d) Except for Buyer's obligations to discharge an Assumed Liability and Seller Parties' obligations to discharge Excluded Liabilities (including as provided in the foregoing of this Section 7.03) or as otherwise provided pursuant to Section 6.12, nothing in this Section 7.03 shall require any Party or its Affiliates to pay money to, commence or participate in any Action with respect to, or offer or grant any accommodation (financial or otherwise) to, any third party following the Closing.

Section 7.04. Preservation of Books and Records. Seller Parent and its Affiliates shall have the right to retain copies of all books and records of the Business relating to periods ending on or before the Closing Date. From and after the Closing until the Wind-Up Date, Buyer agrees that it shall preserve and keep all pre-Closing books and records in respect of the Business in the possession or control of Buyer or its Affiliates that are not in the possession or control of any Seller Party as of the Closing Date. After such period, before Buyer or any Affiliate may dispose of any of such books and records, and Buyer shall give reasonable prior written notice to Seller Parent of its such intention to dispose such books and records, and Seller Parent, and/or any of its respective Affiliates shall be given an opportunity, at their cost and expense, to retain all or any part of such books and records as it or they may elect.

Section 7.05. Certain Transitional Matters. From and after the Closing until the Wind-Up Date, the applicable Seller Parties shall deliver to Buyer, and to the extent permitted by applicable Law or an Order of the Bankruptcy Court, promptly after the receipt thereof and in the form received, all inquiries, correspondence and other items and materials received by the Seller Parties and its Affiliates from any third party Person that would reasonably be expected to be material to the Business. From and after the Closing until the Wind-Up Date, Buyer shall deliver

to Seller Parent on a similar basis as the foregoing provisions of this Section 7.05, all material inquiries, correspondence and other items and materials received by Buyer and its Affiliates from any Person related to the Excluded Assets or Excluded Liabilities.

Section 7.06. Insurance. Buyer acknowledges that coverage for the Business and the Transferred Assets under the insurance policies of Seller Parent and its Affiliates will cease as of the Closing, and that neither Seller Parent nor any of its Affiliates will purchase any “tail” policy or other additional or substitute coverage for the benefit of Buyer or any of its Affiliates relating to such insurances, the Business or the Transferred Assets applicable to any period after the Closing; *provided, however*, from and after Closing until the Wind-Up Date, Seller Parent shall provide Buyer with reasonable access (upon advance written notice) to, and will use reasonable best efforts to reasonably cooperate with Buyer in Buyer’s pursuit of recovery under, any occurrence-based Insurance Policy of Seller Parent and its Affiliates applicable to the Transferred Assets solely in respect of pre-Closing events related to the Transferred Assets for which a claim could reasonably be made (the “**Insurance Policy Claims**”), *provided* that Buyer shall be responsible for, and shall indemnify and hold Seller Parent and its Affiliates harmless against, any reasonable, documented and out-of-pocket expenses of Seller Parent solely arising out of Buyer’s pursuit of any Insurance Policy Claim, *provided further* that Buyer and its Affiliates shall be responsible for any deductible or retention applicable to any Insurance Policy Claim. In no event shall Seller Parent or its Affiliates be required to (i) renew any insurance policy following the Closing or (ii) take any action to maintain in effect any insurance policies following Closing *including with respect to paying any premium or other amount in respect of any such insurance policy*. Nothing herein shall be construed as limiting the right of Seller Parent or its Affiliates to pursue coverage for its or their own benefit under any insurance policy and to recover coverage up to the applicable limit of liability, or as prioritizing Insurance Policy Claims benefitting Buyer or any of its Affiliates above claims benefitting Seller Parent or its Affiliates.

Section 7.07. Mutual Release.

(a) Each Seller Party, for itself and on behalf of its Affiliates, and any of its respective officers, directors, employees, managers, partners, members, equityholders, agents, representatives, successors and permitted assigns (each a “**Seller Releasing Party**”), each acknowledges and agrees that, effective from and after the Closing, to the fullest extent permitted under applicable Law, any and all rights, claims and causes of action, it may ever had, now has or may have on or by reason of any matter, cause or fact whatsoever from the beginning of time through the Closing, against any of Buyer, the Business or any of its respective current or future Affiliates, or any of its respective former, current or future officers, directors, employees, managers, partners, members, equityholders, agents, representatives, successors and permitted assigns (the “**Buyer Released Parties**”) relating to (i) the preparation, negotiation, execution or consummation of this Agreement and the Transaction Agreements or the Transactions, (ii) claims in respect of a breach by any member of Buyer’s board of directors, board of managers (or equivalent governing body) or its individual directors, managers, officers and employees of their obligations or duties (including fiduciary duties) (including in connection with the negotiation and execution of this Agreement and the consummation of the Transactions), (iii) the Business, the operation of the Business at or prior to the Closing or (iv) Seller Parties’ status as a holder of equity securities in the an entities comprising the Business prior to the Closing or owner of the Business or Transferred Assets otherwise (collectively, “**Seller Claims**”) are effective as of the Closing,

hereby irrevocably released, forever discharged and waived by and on behalf of the Seller Releasing Parties; *provided, however*, that nothing in this Section 7.07 shall be construed to release, acquit or discharge any Seller Claims or rights that any of the Seller Releasing Parties had, have or may have (A) against any Seller Party, any rights of indemnification, exculpation, or expense reimbursement of any individual who served as a director, officer, manager, or other representative of any Seller Party under the operating agreement, charter, bylaws, partnership agreement, or other organization documents of such Seller Party; (B) any rights of any Person under any directors' and officers' or similar insurance policy pursuant to which they are a covered person (and subject in all respects to the terms and conditions thereof); (C) as an employee of the Business for accrued and unpaid wages or other compensation for services rendered prior to the Closing; (D) any rights of Seller Parties set forth in this Agreement or any Transaction Agreement or the Transactions, including Section 7.03; or (v) each Seller Releasing Party's rights and interests under any written agreement between such Seller Releasing Party, on the one hand, and any Buyer Released Party, on the other hand.

(b) Each Seller Party agrees not to, and agree to cause each of its Seller Releasing Parties not to, assert any Seller Claim against the Buyer Released Parties, and with respect to such Seller Claims, each Seller Releasing Party effective as of the Closing hereby expressly waives any and all rights conferred upon such Person by any statute or rule of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him, her or it must have materially affected his, her or its settlement with the Buyer Released Party. Seller Parties each hereby represents and warrants that it has access to adequate information regarding the terms of this release, the scope and effect of the releases set forth herein, and all other matters encompassed by this release to make an informed and knowledgeable decision with regard to entering into this release and has not relied on the Buyer Released Parties in deciding to enter into this release and has instead made his, her or its own independent analysis and decision to enter into this release.

(c) Buyer, for itself and on behalf of its Affiliates, and any of its respective officers, directors, employees, managers, partners, members, equityholders, agents, representatives, successors and permitted assigns (each a "**Buyer Releasing Party**"), acknowledges and agrees that, effective from and after the Closing, to the fullest extent permitted under applicable Law, any and all rights, claims and causes of action, it may ever had, now has or may have on or by reason of any matter, cause or fact whatsoever from the beginning of time through the Closing, against any of the Seller Parties, the Business or any of their respective current or future Affiliates, or any of their respective former, current or future officers, directors, employees, managers, partners, members, equityholders, agents, representatives, successors and permitted assigns (the "**Seller Released Parties**", and together with Buyer Released Parties, the "**Released Parties**") relating to (i) the preparation, negotiation, execution or consummation of this Agreement and the Transaction Agreements or the Transactions, (ii) claims in respect of a breach by any member of any Seller Party's board of directors, board of managers (or equivalent governing body) or its individual directors, managers, officers and employees of their obligations or duties (including fiduciary duties) (including in connection with the negotiation and execution of this Agreement and the consummation of the Transactions), or (iii) the Business, the operation of the Business at or prior to the Closing (collectively, "**Buyer Claims**") are effective as of the Closing, hereby irrevocably released, forever discharged and waived by and on behalf of the Buyer

Releasing Parties; *provided, however*, that nothing in this Section 7.07 shall be construed to release, acquit or discharge any Buyer Claims or rights that any of the Buyer Releasing Parties had, have or may have (A) set forth in this Agreement or any Transaction Agreement or the Transactions, including Section 7.03; or (B) any Buyer Releasing Party's rights and interests under any written agreement between such Buyer Releasing Party, on the one hand, and any Seller Released Party, on the other hand.

(d) Buyer agrees not to, and agrees to cause each Buyer Releasing Party not to, assert any Buyer Claim against the Seller Released Parties, and with respect to such Buyer Claims, each Buyer Releasing Party effective as of the Closing hereby expressly waives any and all rights conferred upon such Person by any statute or rule of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him, her or it must have materially affected his, her or its settlement with the Seller Released Party. Buyer hereby represents and warrants that it has access to adequate information regarding the terms of this release, the scope and effect of the releases set forth herein, and all other matters encompassed by this release to make an informed and knowledgeable decision with regard to entering into this release and has not relied on the Seller Released Parties in deciding to enter into this release and has instead made his, her or its own independent analysis and decision to enter into this release.

(e) Each of the Released Parties is an express beneficiary of this Section 7.07.

Section 7.08. No Successor Liability. The Parties intend that, to the fullest extent permitted by applicable Law (including under Section 363 of the Bankruptcy Code), upon the Closing, Buyer shall not be deemed to: (a) be the successor of any Seller Party, (b) have, *de facto*, or otherwise, merged with or into Seller Parties; (c) be a mere continuation or substantial continuation of Seller Parties or the enterprise(s) of Seller Parties; or (d) be liable or have any Liability for any acts or omissions of Seller Parties in the conduct of their businesses or arising under or related to the Transferred Assets other than as expressly set forth and agreed in this Agreement. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, the Parties intend that Buyer shall have no Liability for any Lien (other than the Assumed Liabilities and Permitted Liens on the Transferred Assets), and Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date or in connection with the Transactions, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the businesses of Seller Parties, the Transferred Assets or any Liability of Seller Parties arising prior to, or relating to any period occurring prior to, the Closing Date. The Parties agree that the Sale Order shall contain provisions substantially in the form set forth in this Section 7.08.

ARTICLE VIII

BANKRUPTCY PROVISIONS

Section 8.01. Approval of Break-Up Fee and Expense Reimbursement. In consideration for Buyer having expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of assets of Seller Parties, Seller Parent shall if, as, and when due in accordance with the terms hereof and the Bidding Procedures

Order, (a) if, and only if, this Agreement is validly terminated pursuant to Section 11.01(c), Section 11.01(f) or Section 11.01(k), pay (or cause to be paid) to Buyer a break-up fee in an amount equal to (i) \$8,550,000 (the “**Break-Up Fee**”) plus (as applicable) (ii) the amount of the reasonable, out-of-pocket and documented expenses of Buyer incurred in connection with this Agreement and the Transactions up to an aggregate amount of \$2,850,000 (such amount an “**Expense Reimbursement**”, and together with the Break-Up Fee (as applicable), the “**Termination Payment**”); or (b) if, and only if, this Agreement is validly terminated pursuant to Section 11.01(g), Section 11.01(h) or Section 11.01(i), pay (or cause to be paid) the Expense Reimbursement. In either event, subject to the entry of the Bidding Procedures Order, the Termination Payment or the Expense Reimbursement, as applicable, shall be paid no later than the third (3rd) Business Day following the date of consummation of an Alternative Transaction if, at or prior to such date, no material breach by Buyer of this Agreement has occurred pursuant to which Seller Parent would be entitled to terminate this Agreement pursuant to Section 11.01(b). In accordance with Section 8.03, Seller Parent shall file with and seek the entry by the Bankruptcy Court of the Bidding Procedures Order, approving the payment of the Termination Payment, pursuant to, and subject to the limitations set forth in, this Agreement. The agreements contained in this Section 8.01 are an integral part of this Agreement. The Expense Reimbursement and the Break-Up Fee are not a penalty, but rather represent liquidated damages in a reasonable amount that will reasonably compensate Buyer in the circumstances in which such Expense Reimbursement or Break-Up Fee, as applicable, is payable for the efforts and resources expended and opportunities foregone by Buyer while negotiating and pursuing this Agreement and in reasonable reliance on this Agreement, which amount would otherwise be impossible to calculate with precision. Pursuant to the Bidding Procedures Order and subject to approval by the Bankruptcy Court and entry of the Bidding Procedures Order, the claim of Buyer in respect of the Expense Reimbursement or the Break-Up Fee is and constitutes an allowed administrative expense claim against Seller Parties under Sections 503 and 507(b) of the Bankruptcy Code in the Bankruptcy Case.

Section 8.02. Competing Transaction. This Agreement is subject to approval by the Bankruptcy Court and, in accordance with the Bidding Procedures, the consideration by Seller Parent of higher or better competing bids in respect of all or any part of the Transferred Assets at Auction (each, a “**Competing Bid**”), as determined in each Seller Party’s sole and exclusive discretion. In addition, each Seller Party shall have the responsibility and obligation to respond to any inquiries or offers for a Competing Bid and perform any and all other acts related thereto which are required under the Bankruptcy Code, the Bidding Procedures Order or other applicable Law, including supplying information relating to the Business and the Transferred Assets, to prospective purchasers.

Section 8.03. Bankruptcy Court Filings.

(a) From the Agreement Date until the earlier of (i) the valid termination of this Agreement in accordance with Section 11.01 and (ii) the Closing Date, the Seller Parties shall use reasonable best efforts to pursue the entry of the Sale Order by the Bankruptcy Court.

(b) The Sale Order shall, among other things, (a) approve, pursuant to Sections 105, 363, and 365 of the Bankruptcy Code, (i) the execution, delivery and performance by the Seller Parties of this Agreement, (ii) the sale of the Transferred Assets to Buyer on the terms set

forth herein and free and clear of all Liens (other than Liens included in the Assumed Liabilities and Permitted Liens), and (iii) the performance by the Seller Parties of their respective obligations under this Agreement; (b) authorize and empower the Seller Parties to assume and assign to Buyer the Transferred Executory Contracts; (c) find that Buyer is a “good faith” buyer within the meaning of Section 363(m) of the Bankruptcy Code, find that Buyer is not a successor to any Seller Party, and grant Buyer the protections of Section 363(m) of the Bankruptcy Code; (d) find that Buyer shall have no Liability or responsibility for any Liability or other obligation of any Seller Party arising under or related to the Transferred Assets other than as expressly set forth in this Agreement, including successor or vicarious Liabilities of any kind or character, including any theory of antitrust, environmental, successor, or transferee Liability, labor law, de facto merger, or substantial continuity; (e) find that Buyer has provided adequate assurance (as that term is used in Section 365 of the Bankruptcy Code) of future performance in connection with the assumption of the Transferred Executory Contracts; and (f) find that Buyer shall have no Liability for any Excluded Liability.

(c) The Seller Parties acknowledge and agree, and the Sale Order shall provide that, on the Closing Date and concurrently with the Closing, all then existing or thereafter arising obligations, Liabilities and Liens of, against or created by Seller Parties or their bankruptcy estate, to the fullest extent permitted by Section 363 of the Bankruptcy Code, shall be fully released from and with respect to the Transferred Assets. On the Closing Date, the Transferred Assets shall be transferred to Buyer free and clear of all obligations, Liabilities and Liens, other than Permitted Liens and the Assumed Liabilities to the fullest extent permitted by Section 363 of the Bankruptcy Code.

(d) The Seller Parties shall promptly seek entry of the Sale Order, which shall be in form and substance reasonably acceptable to the Buyer, by the Bankruptcy Court. Buyer agrees that it will promptly take such actions as are reasonably requested by Seller Parent to assist in obtaining entry of the Sale Order, and providing adequate assurance of future performance by Buyer as required under Section 365 of the Bankruptcy Code, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a “good faith” purchaser under Section 363(m) of the Bankruptcy Code. Buyer shall not, without the prior written consent of Seller Parent, file, join in, or otherwise support in any manner whatsoever any motion or other pleading relating to the sale of the Transferred Assets hereunder. In the event the entry of the Sale Order shall be appealed, the Seller Parties and Buyer shall use their respective commercially reasonable efforts to defend such appeal.

(e) Seller Parent may modify the Sale Order pursuant to discussions with the Office of the United States Trustee assigned to the Bankruptcy Cases, the Bankruptcy Court, any creditor, or committee representing a group of creditors in the Bankruptcy Cases, or any other party in interest; *provided* that all such modifications to the Sale Order shall be approved by Buyer in writing.

(f) Each of the Seller Parties and Buyer shall appear formally or informally in the Bankruptcy Court if reasonably requested by the other Party or required by the Bankruptcy Court in connection with the Transactions and keep the other reasonably apprised of the status of material matters related to this Agreement, including, upon reasonable request promptly furnishing

the other with copies of notices or other communications received by any Seller Party from the Bankruptcy Court or any third party and/or any Government Authority with respect to the Transactions.

Section 8.04. Back-up Bidder. Seller Parent and Buyer agree that, in the event that Buyer is not the winning bidder at the auction undertaken pursuant to the Bidding Procedures Order (the “**Auction**”), if and only if (a) Buyer submits the second highest or second best bid at the Auction and is named the “Back-Up Bidder” at the Auction, in each case, as determined by the Seller Parties, and (b) Seller Parent gives notice to Buyer on or before the Back-up Termination Date, stating that the Seller Parties (i) failed to consummate the sale with the winning bidder, and (ii) has terminated the purchase agreement with the winning bidder, Buyer shall promptly consummate the Transaction upon the terms and conditions as set forth herein, including the Aggregate Purchase Price, as the same may be increased by Buyer at the Auction.

Section 8.05. Bankruptcy Milestones. Seller Parent shall satisfy the following milestones (each of which is subject to the availability of the Bankruptcy Court) and any extension of such milestones shall require the prior consent of Buyer (which consent shall not to be unreasonably withheld, conditioned or delayed; it being understood that it shall not be unreasonable for Buyer to withhold, condition or delay such consent in the event that Seller Parties have not used their respective reasonable best efforts to avoid any such extension):

- (a) [Intentionally Omitted].
- (b) [Intentionally Omitted].
- (c) [Intentionally Omitted].
- (d) [Intentionally Omitted].
- (e) The Bankruptcy Court shall have entered the Sale Order no later than the day that is sixty-five (65) days following the Petition Date.

ARTICLE IX

TAX MATTERS

Section 9.01. Transfer Taxes. Notwithstanding anything to the contrary in this Agreement, Buyer, on the one hand and Seller Parties, on the other hand, shall promptly pay and discharge 50% of any Transfer Tax imposed or arising with respect to the Transactions. The Party required by Law to file a Tax Return with respect to such Transfer Taxes shall, with the cooperation of the other Party, timely prepare and file such Tax Return; *provided*, that Buyer shall bear and be responsible for the costs of preparing and filing such Tax Return. If the Seller Parties or any of their Affiliates are required to pay any Transfer Tax, Buyer shall within ten (10) Business Days of receipt of evidence of payment reimburse the Seller Parties for any Transfer Taxes paid by the Seller Parties or such Affiliate in connection with the filing of the applicable Tax Return. Buyer and Seller Parent each agree to use commercially reasonable efforts to timely sign and deliver (or to cause their respective Affiliates to timely sign and deliver) such certificates or forms as may be

necessary or appropriate and otherwise to cooperate to establish any available exemption from (or otherwise reduce) any Transfer Taxes.

Section 9.02. Tax Allocations. Except as set forth in this Section 9.02, the Seller Parties shall be allocated and bear all Taxes attributable to the Transferred Assets for any Tax period (or portion of any "Straddle Period") ending on or before the Closing Date, and Buyer shall be allocated and bear all Taxes attributable to the Transferred Assets for any Tax period (or portion of any Straddle Period) that begins after the end of the Closing Date. For purposes of the calculation of any Taxes that need to be apportioned between a taxable period beginning on or before and ending after the Closing Date, (a) property, ad valorem and similar Taxes will be apportioned and prorated between the Seller Parties and Buyer as of the Closing Date, based on such Party's proportionate share of such Taxes, which shall, in the case of the Seller Parties, be equal to the product obtained by multiplying (i) the amount of such Taxes for the Straddle Period and (ii) a fraction, the numerator being the number of days up to and including the Closing Date and the denominator being the total number of days in the Straddle Period, and Buyer shall bear the remaining portion of such Taxes and (b) Taxes based on or measured by income, receipts, payments, or payroll will be apportioned and prorated between the Seller Parties and Buyer based on an interim closing of the books as of the end of the day of the Closing Date. If the precise amount of any such Tax cannot be ascertained on the Closing Date, apportionment and proration shall be computed utilizing the most recent information available in estimating the amount of such Tax for purposes of such adjustment and any proration shall be adjusted thereafter on the basis of the actual charges for such items in the Straddle Period. Upon the payment of any Taxes attributable to the Transferred Assets (other than income or similar taxes imposed on any Seller Party or Buyer or their respective Affiliates) for any Tax period beginning prior to the end of the Closing Date, Buyer or Seller Parent, as applicable, shall (or shall cause the applicable Affiliate thereof to), within thirty (30) days after notice of payment being due and delivery of reasonable supporting documentation with respect to such amounts, make any additional payment so that the correct prorated amount is paid by each of Buyer and the Seller Parties.

Section 9.03. Tax Cooperation. Without limiting the obligations set forth in Sections 12.17 and 7.01, the Parties shall furnish or cause to be furnished to each other, upon request, and at the sole cost of the requesting Party, as promptly as practicable, such information and assistance relating to the Transferred Assets as is reasonably necessary for the filing of Tax Returns, the making of any election related to Taxes, and the preparation for, or the prosecution or defense of, any audit, claim, demand, proposed adjustment or deficiency relating to Taxes, in each case, with respect to the Business or Transferred Assets. Such cooperation shall include the retention and (upon the other Party's request) the provision of records and information which are reasonably relevant to any such Tax Return or audit, litigation or other proceeding and making employees reasonably available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

Section 9.04. Post-Closing Actions. Except with Seller Parent's consent, (such consent not to be unreasonably withheld, conditioned or delayed) or as required by applicable Law, neither Buyer nor any Affiliate of Buyer shall with respect to any taxable year or period (or portion thereof) commencing on or before the Closing Date (or with respect to any Straddle Period) in each case, related to the Transferred Assets or Assumed Liabilities (a) change any election, amend, refile, or otherwise modify any Tax Return, (b) voluntarily approach a Government Authority

regarding any Taxes or Tax Returns, enter into any closing agreement, settle any Tax claim or assessment, or surrender any right to claim a refund of Taxes or (c) extend or waive any statute of limitations or other period for the assessment or collection of Taxes.

Section 9.05. Survival. The obligations set forth in (i) Sections 9.01, 9.02, and 9.04, with respect to Taxes shall survive until the Wind-Up Date and (ii) Section 9.03 and Section 9.06 shall survive until the date that is sixty (60) days following the expiration of the applicable statute of limitations.

Section 9.06. Adjustment to Aggregate Purchase Price. The Parties agree to treat any payment made pursuant to this Agreement as an adjustment to the Aggregate Purchase Price for all income Tax purposes, unless otherwise required by applicable Law.

ARTICLE X

CONDITIONS TO CLOSING

Section 10.01. Conditions to Obligations of Seller Parent. The obligation of Seller Parent or any other Seller Party to consummate the Transactions shall be subject to the satisfaction or written waiver by Seller Parent in its sole discretion, at or before the Closing, of each of the following conditions:

(a) Representations and Warranties; Covenants.

(i) all representations and warranties of Buyer contained in Article V shall be true and correct in all respects as of the Closing as if made on the Closing Date (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct in all respects as of such date), except for breaches or inaccuracies that, individually or in the aggregate, would not reasonably be expected to have a material adverse effect on Buyer's ability to consummate the Transactions or otherwise timely perform its obligations under the Transaction Agreements; *provided, however*, that for purposes of determining the satisfaction of the condition in this clause (i), no effect shall be given to any qualifier of "material" in such representations and warranties;

(ii) the covenants contained in this Agreement required to be performed or complied with by Buyer at or before the Closing shall have been performed or complied with in all material respects; and

(iii) Seller Parent shall have received a certificate signed by an authorized officer of Buyer, dated as of the Closing Date, certifying as to the satisfaction of the matters set forth in the foregoing clauses (i) and (ii).

(b) Governmental Approvals. All applicable waiting periods under the HSR Act shall have expired or been terminated and all Government Approvals set forth on Schedule 6.04(a) shall have been made or obtained, or if applicable, shall have expired, have been waived by the applicable Government Authority (or other applicable Person), or have been terminated.

(c) No Law. There shall be no Law or Order enacted or in effect that prohibits or makes illegal the sale of the Transferred Assets or the other Transactions.

(d) Buyer Closing Deliverables. Buyer shall have executed and delivered to Seller Parent all of the items set forth in Section 3.03(b).

(e) Bankruptcy Court. The Bankruptcy Court shall have entered the Sale Order and no Order staying, amending, modifying, or reversing the Sale Order shall be in effect.

Section 10.02. Conditions to Obligations of Buyer. The obligations of Buyer to consummate the Transactions shall be subject to the satisfaction or written waiver by Buyer in its sole discretion, at or before the Closing, of each of the following conditions:

(a) Representations and Warranties; Covenants.

(i) (A) all representations and warranties of Seller Parent contained in Article IV (other than the Seller Parent Fundamental Representations) shall be true and correct as of the Closing as if made on the Closing Date (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct as of such date), except for breaches or inaccuracies, as the case may be, as to matters that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect; *provided, however*, that for purposes of determining the satisfaction of the condition in this clause (A), no effect shall be given to any qualifier of “material” or “Material Adverse Effect” in such representations and warranties (other than the word “Material” when used in the instances of the defined term “Material Contract”) and (B) the Seller Parent Fundamental Representations shall be true and correct in all respects, other than for *de minimis* inaccuracies, in each case, as of the Closing as if made on the Closing Date (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct as of such date);

(ii) the covenants contained in this Agreement required to be performed or complied with by Seller Parent at or before the Closing shall have been performed or complied with in all material respects; and

(iii) Buyer shall have received a certificate signed by an authorized officer of Seller Parent, dated as of the Closing Date, certifying as to the satisfaction of matters set forth in the foregoing clauses (i) and (ii).

(b) Governmental Approvals. All applicable waiting periods under the HSR Act shall have expired or been terminated and all Government Approvals set forth on Schedule 6.04(a) shall have been made or obtained, or if applicable, shall have expired, have been waived by the applicable Government Authority (or other applicable Person), or have been terminated.

(c) No Law. There shall be no Law or Order enacted or in effect that prohibits or makes illegal the sale of the Transferred Assets or the other Transactions.

(d) Seller Closing Deliverables. The Seller Parties shall have executed and delivered, or caused to be executed and delivered, to Buyer all of the items set forth in Section 3.03(a).

(e) Bankruptcy Court. The Bankruptcy Court shall have entered the Sale Order and no Order staying, amending, modifying, or reversing the Sale Order shall be in effect.

(f) Material Adverse Effect. No Material Adverse Effect shall have occurred since the Original Agreement Date and then be continuing.

(g) [REDACTED]

Section 10.03. Frustration of Closing Conditions. Neither Seller Parent nor Buyer may rely on the failure of any Closing Condition set forth in this Article X to be satisfied if such failure was caused by such Party's failure to act in good faith or to use reasonable best efforts to cause such Closing Condition to be satisfied.

Section 10.04. Waiver of Closing Conditions. Upon the occurrence of the Closing, any condition set forth in this Article X that was not satisfied as of the Closing shall be deemed to have been waived as of and from the Closing.

ARTICLE XI

TERMINATION

Section 11.01. Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated before the Closing:

(a) by the mutual written consent of Seller Parent and Buyer;

(b) by Seller Parent, if Buyer shall have breached any representation or warranty or failed to comply with any covenant or agreement applicable to Buyer that would cause any Closing Condition set forth in Section 10.01(a) not to be satisfied, and (i) such breach is not waived by Seller Parent or (ii) if such breach has not been waived by Seller Parent but is curable and is not cured by Buyer prior to the earlier to occur of (A) ten (10) Business Days after receipt by Buyer of Seller Parent's notice of its intent to terminate this Agreement and (B) the Outside Date; *provided, however*, that Seller Parent is not then in material breach of this Agreement such that the Buyer Closing Conditions would not be satisfied;

(c) by Buyer, if Seller Parent or any other Seller Party shall have breached any representation or warranty or failed to comply with any covenant applicable to Seller Parent or such Seller Party that would cause any Closing Condition set forth in Section 10.02(a) not to be satisfied, and (i) such breach is not waived by Buyer or (ii) if such breach has not been waived by Buyer but is curable and is not cured by Seller Parent or such Seller Party prior to the earlier to occur of (A) ten (10) Business Days after receipt by Seller Parent of Buyer's notice of its intent to terminate this Agreement and (B) the Outside Date; *provided, however*, that Buyer is not then in material breach of this Agreement;

(d) by either Seller Parent or Buyer, if the Closing shall not have occurred on or before November 22, 2025 (the "**Initial Outside Date**"); *provided, however*, that if (i) the Closing shall not have occurred on or before the Initial Outside Date due to the failure of the Bankruptcy Court to enter the Sale Order, or (ii) the Closing Conditions set forth in Section 10.01(b) and Section 10.02(b) remain unsatisfied or not waived in writing and if all other Closing Conditions (other than those that, by their nature, can only be fulfilled on the Closing Date) are fulfilled or have been waived in writing as of such Initial Outside Date, then, in the case of clause (i) or (ii), the Initial Outside Date shall be automatically extended by three (3) months (as extended, the "**First Extension Outside Date**"); *provided, however*, that if the Closing Conditions set forth in Section 10.01(b) and Section 10.02(b) remain unsatisfied or not waived in writing and if all other Closing Conditions (other than those that, by their nature, can only be fulfilled on the Closing Date) are fulfilled or have been waived in writing by such First Extension Outside Date, then, such First Extension Outside Date shall be extended by three (3) months (as further extended, the "**Second Extension Outside Date**" and collectively with the Initial Outside Date and First Extension Outside Date, as applicable, the "**Outside Date**"); *provided, further*, that, in each case, (A) Seller Parent may not terminate this Agreement pursuant to this Section 11.01(d) at any time during which Seller Parent is in material breach of this Agreement, and (B) Buyer may not terminate this Agreement pursuant to this Section 11.01(d) at any time during which Buyer is in material breach of this Agreement and, in the case of each of clause (A) and clause (B), such breach is the cause of the Closing occurring after the applicable Outside Date;

(e) by either Seller Parent or Buyer, in the event that any Government Authority of competent jurisdiction shall have issued an Order or enacted a Law that permanently enjoins, restricts or makes illegal the consummation of the purchase of the Transferred Assets and the assumption of Assumed Liabilities contemplated by this Agreement and such Order (as applicable) shall have become final and non-appealable; *provided, however*, that the right to terminate this Agreement under this Section 11.01(e) shall not be available to any Party whose action or failure to fulfill any obligation under this Agreement has been the cause of, or has resulted in, the issuance of such Order or enactment of such Law;

(f) by Seller Parent, or if Buyer is not named the "Back-Up Bidder" at the Auction, Buyer, if (i) Seller Parent or any other Seller Party enters into a definitive agreement with respect, or consummates, to an Alternative Transaction or (ii) the Bankruptcy Court enters an Order approving an Alternative Transaction;

(g) by written notice from Buyer to the Seller Parent, if the Bankruptcy Court enters an Order dismissing or converting the Bankruptcy Cases to cases under chapter 7 of the Bankruptcy Code or if a trustee or examiner with expanded powers to operate or manage the

financial affairs or reorganization of the Seller Parties is appointed in the Bankruptcy Case and, in any case, such Order or appointment is not reversed or vacated by the Bankruptcy Court within fourteen (14) days after entry thereof;

(h) by written notice from either Buyer or the Seller Parent to the other Party, if an Order of the Bankruptcy Court is entered denying approval of the Sale Order and such Order becomes final and non-appealable;

(i) by written notice from Buyer to the Seller Parent upon the occurrence of an "Event of Default" under the DIP Credit Agreement and the acceleration of all amounts due thereunder, in each case, that has not been cured (if susceptible to cure) or waived by the applicable percentage of DIP Lenders in accordance with the terms of the DIP Credit Agreement;

(j) by Seller Parent, if (x)(i) all conditions in Section 10.02 (other than those conditions that by their terms are to be satisfied at the Closing) have been and continue to be satisfied or waived, (ii) Seller Parent has irrevocably notified Buyer in writing that (A) all of the conditions set forth in Section 10.01 (other than those conditions that by their terms are to be satisfied at the Closing) have been and continue to be satisfied or waived by Seller Parent and (B) Seller Parent is ready, willing and able to consummate the Closing and (iii) Buyer fails to complete the Closing within two (2) Business Days after the date on which the Closing is required to have occurred pursuant to Section 2.03 (which failure shall be deemed to be a Funding Willful Breach); *provided, that*, notwithstanding anything in this Section 11.01 to the contrary, no Party shall be permitted to terminate this Agreement during such two (2) Business Day period, or (y) a Funding Willful Breach (as defined in clause (a) of that definition) occurs and is not cured within (A) one (1) Business Day if the CFIUS Escrow Amount is required to be delivered pursuant to the first sentence of Section 6.04(h) and (B) three (3) Business Days if the CFIUS Escrow Amount is required to be delivered pursuant to the proviso in the second sentence of Section 6.04(h), in each case, of Seller Parent's written notice of such breach; or

(k) solely after December 31, 2025, by Seller Parent if the board of directors or managers (or other equivalent governing body or committee thereof with similar authority) of Seller Parent determines in good faith, upon advice of outside counsel, that its continued performance under this Agreement would be inconsistent with its fiduciary duties under applicable Law, and only after Seller Parent provides Buyer with reasonably prior written notice describing the applicable fiduciary duty and nature of such inconsistency.

For the avoidance of doubt, each condition permitting valid termination of this Agreement set forth in this Section 11.01 shall be considered separate and distinct from each other such condition and, if more than one termination condition set forth in this Section 11.01 is applicable, the Party exercising any such termination right shall have the right to choose the termination condition pursuant to which this Agreement is to be validly terminated.

Section 11.02. Notice of Termination. Other than with respect to termination under Section 11.01(a), if either Buyer or Seller Parent desires to terminate this Agreement pursuant to Section 11.01, such Party shall give written notice of such termination to the other Party.

Section 11.03. Effect of Termination; Exclusive Remedy.

(a) If this Agreement is validly terminated pursuant to Section 11.01, this Agreement shall thereupon become null and void and of no further force and effect, except for the provisions of (i) Section 6.03, (ii) Section 6.04(h), (iii) the reimbursement and indemnification obligations (if any) of Buyer pursuant to Section 6.12, (iv) Section 8.01, (v) this Section 11.03, (vi) Section 3.02, (vii) Article XII, (viii) the rights and obligations of the parties to the Confidentiality Agreement and the Limited Guarantee, subject to the terms and conditions thereof, and (ix) the rights and obligations of the Parties pursuant to the Letters of Credit, subject to the terms and conditions hereof and thereof (clauses (i)-(ix) collectively, the “**Surviving Provisions**”) each of which shall survive such termination; *provided, however* that nothing in this Section 11.03(a) shall be deemed to (A) release any Party from any Liability for any (x) Willful Breach or Funding Willful Breach prior to the valid termination of this Agreement or (y) Fraud, as determined by the Bankruptcy Court, or (B) impair the right of any Party to compel specific performance in accordance with Section 12.17 by any other Party of its obligations under this Agreement (including pursuant to any Surviving Provision).

(b) Notwithstanding Section 11.03(a), in the event of a valid termination of this Agreement (i) by Seller Parent pursuant to Section 11.01(b), (ii) by Buyer pursuant Section 11.01(d) at a time when Seller Parent is permitted to deliver notice of its intent to validly terminate this Agreement pursuant to Section 11.01(b) or Section 11.01(j) or (iii) by Seller Parent pursuant to Section 11.01(j), in each case of clause (i) through clause (iii) (each, a “**Specified Termination**”) then (A) Seller Parent and Buyer shall, within two (2) Business Days after the date such termination, deliver Joint Written Instructions to the Escrow Agent directing the Escrow Agent to pay an amount equal to the Deposit Escrowed Funds to Seller Parent and (B) Buyer shall either (x) pay to Seller Parent or its designee, in cash, by wire transfer of immediately available funds, no later than two (2) Business Days after the date of such termination, an amount equal to the Letter of Credit Amount or (y) inform Seller Parent in writing of its intent not to make the payment contemplated by clause (x). If after three (3) Business Days of such Specified Termination, Buyer has not paid (or caused to be paid) the Letter of Credit Amount, then, Seller Parent or its designee shall be entitled to (and may thereafter) draw upon the Letters of Credit in an aggregate amount up to the Letter of Credit Amount in accordance with Section 3.02 and the terms and conditions of the applicable Letters of Credit minus any amounts paid by Buyer pursuant to clause (x) of the immediately preceding sentence (if any) (the “**Letter of Credit Funding**”). Buyer acknowledges that the agreements contained in this Section 11.03(b) are an integral part of the Transactions, and that without these agreements, Seller Parent would not have entered into this Agreement; accordingly, if (x) Buyer fails to timely deliver such Joint Written Instructions when obligated hereunder or (y) takes or fails to take any action that prevents the Escrow Agent from releasing the Deposit Escrowed Funds to Seller Parent or the Letters of Credit issuer from making the payments due to Seller Parent, in each case, pursuant to this Section 11.03(b) and, in order to obtain such payment, Seller Parent commences an Action which results in a final and non-appealable judgment from a court of competent jurisdiction against Buyer for any such payment set forth in this Section 11.03(b) or a breach of this Section 11.03(b), then Buyer shall pay Seller Parent its reasonable, documented and out-of-pocket costs and expenses (including reasonable and documented attorney’s fees and disbursements) in connection with such Action, together with interest on such payment (which shall accrue at the “prime rate” as published in the Wall Street Journal, Eastern Edition on the date such payment was first required to be paid, and which shall

accrue and compound daily from the date on which such payment was first required to be paid through the date of full payment thereof), (such costs, expenses, and interest, the “**Enforcement Expenses**”).

(c) Notwithstanding Section 11.03(a), in the event of (i) a valid termination of this Agreement pursuant to Section 11.01 (other than a valid Specified Termination), or (ii) Buyer paying (or causing the payment of) the full amount of the Specified Reverse Termination Amount within two (2) Business Days of any Specified Termination, then in each case, Buyer and Seller Parent shall, within five (5) Business Days following the date of such termination or payment (as applicable), (A) deliver Joint Written Instructions to the Escrow Agent directing the Escrow Agent to release all of the Deposit Escrowed Funds to Buyer and (B) provide notice to the LC Issuers that the Letters of Credit are terminated and of no further force and effect.

(d) Notwithstanding anything to the contrary herein (but subject to Section 12.05, the other applicable provisions of this Section 11.03, and to the extent set forth in this Section 11.03(d), Section 12.17), except with respect to claims for Fraud:

(i) in each case, prior to the consummation of the Closing or after the termination of this Agreement (i.e., whether in the event of (x) Buyer’s Funding Willful Breach, (y) Buyer’s Willful Breach prior to the consummation of the Closing or after the termination of this Agreement, or (z) any other breach of or failure to perform under this Agreement by Buyer (or otherwise) prior to the consummation of the Closing or after the termination of this Agreement), the Seller Parties’ and their Non-Party Affiliate’s sole and exclusive remedy (whether in contract or in tort, in Law or in equity or otherwise, or granted by statute or otherwise, whether by or through attempted piercing of the corporate, limited partnership, or limited liability company veil, or any other theory or doctrine, including alter ego or otherwise) against Buyer, Buyer Parent, and its and their respective Non-Party Affiliates for any breach, loss, Liability, or damage or failure to perform under the Transaction Agreements, the Transactions, or in respect of representations made or alleged to be made in connection herewith or in any other Transaction Agreement shall be (subject to the other terms of this agreement, including Section 12.05 as applicable):

(A) specific performance pursuant to, and on the terms and conditions set forth in, Section 12.17, (I) prior to the termination of this Agreement or the Closing or (II) with respect to the Surviving Provisions following the termination of this Agreement;

(B) the valid termination of this Agreement pursuant to and in accordance with Section 11.01;

(C) following a valid Specified Termination pursuant to Section 11.01(j), (I) to receive (aa) the Specified Reverse Termination Amount (whether by way of payment by (or on behalf of) Buyer, Letter of Credit Funding, disbursement of the Deposit Escrowed Amount from the Deposit Escrow Account, or a combination thereof) in accordance with Section 11.03(b), (bb) Enforcement Expenses, (cc) amounts payable or reimbursable under Section 6.12(a) and (dd) to the extent applicable, amounts payable or reimbursable under Section 6.04(h) and the Limited Guarantee and (II) a claim for (and the right to pursue an Action for) (aa) the amounts contemplated by the foregoing clause (I) to

the extent payable and not timely paid hereunder and (bb) monetary damages, not to exceed the Funding Willful Breach Cap in the aggregate (but for the avoidance receipt of the payments and amounts set forth in the foregoing clause (I) (other than subclause (dd), to the extent applicable) shall not count towards the amount of the Funding Willful Breach Cap);

(D) following any other valid Specified Termination (other than pursuant to Section 11.01(j)), (I) to receive (aa) the Specified Reverse Termination Amount (whether by way of payment by (or on behalf of) Buyer, Letter of Credit Funding, disbursement of the Deposit Escrowed Amount from the Deposit Escrow Account, or a combination thereof) in accordance with Section 11.03(b), (bb) Enforcement Expenses, and (cc) amounts payable or reimbursable under Section 6.12(a) and (II) a claim for (and the right to pursue an Action for) the amounts contemplated by the foregoing clause (I) to the extent payable and not timely paid hereunder; or

(E) following any termination of this Agreement that is not a Specified Termination, to the extent of a Willful Breach or other breach of Surviving Provisions, a claim for (and the right to pursue an Action for) monetary damages, not to exceed the Specified Reverse Termination Amount in the aggregate, and Enforcement Expenses.

(ii) In each case, prior to the consummation of the Closing or after the termination of this Agreement (i.e., whether in the event of (x) Buyer's Funding Willful Breach, (y) Buyer's Willful Breach prior to the consummation of the Closing or after the termination of this Agreement, or (z) any other breach of or failure to perform under this Agreement by Buyer (or otherwise) prior to the consummation of the Closing or after the termination of this Agreement), no Seller Party nor any of their respective Affiliates or Non-Party Affiliates shall be entitled to bring, and shall in no event support, facilitate, encourage or take any action other than opposing the bringing of any action or other Action against Buyer, Buyer Parent or any of their respective Affiliates or Non-Party Affiliates (and neither Buyer, Buyer Parent nor any of their respective Affiliates or Non-Party Affiliates shall have any Liability) with respect to, arising out of, relating to or in connection with this Agreement or the other Transaction Agreements and the Transactions and Buyer Transactions, in each case, other than pursuant to the remedies set forth in Section 11.03(d)(i) subject to the terms and limitations herein.

(e) In no event shall: (A) the Seller Parties be permitted or entitled to receive both (x) a grant of specific performance of this Agreement resulting in the consummation of the Closing and (y) receipt of the aggregate amount of the Specified Reverse Termination Amount (whether by way of payment by (or on behalf of) Buyer, Letter of Credit Funding, disbursement of the Deposit Escrowed Amount from the Deposit Escrow Account, or a combination thereof) or any other monetary damages hereunder; (B) the payment of the aggregate amount of the Specified Reverse Termination Amount (whether by way of payment by (or on behalf of) Buyer, Letter of Credit Funding, disbursement of the Deposit Escrowed Amount from the Deposit Escrow Account, or a combination thereof) occur more than once; (C) the Letter of Credit Funding (including if Buyer pays (or causes to be paid) such Letter of Credit Amount) or the payment of the Deposit Escrowed Amounts (if applicable), in either case, occur on more than one occasion; or (D) the Seller Parties be permitted or entitled to receive both (x) monetary damages, on the one hand, and

(y) the Letter of Credit Funding or other payment of the Letter of Credit Amount and/or payment of the Deposit Escrowed Amounts (if applicable) following the termination of this Agreement, on the other hand, other than to the extent of Fraud or Funding Willful Breach.

(f) Nothing in this Section 11.03 shall prohibit any Seller Party from pursuing its right to obtain specific performance pursuant to Section 12.17 prior to the termination of this Agreement or Closing, or with respect to Surviving Provisions following the termination of this Agreement or Surviving Covenants following the Closing. The Parties further acknowledge that Seller Parties may pursue both (i) a grant of specific performance in accordance with Section 12.17, on the one hand, and (ii) (x) the payment of the Specified Reverse Termination Amount (whether by way of payment by (or on behalf of) Buyer, Letter of Credit Funding, disbursement of the Deposit Escrowed Amount from the Deposit Escrow Account, or a combination thereof), or (y) solely in the event of a Funding Willful Breach, a claim for monetary damages not to exceed the Funding Willful Breach Cap, on the other hand, subject to the terms of this Section 11.03. For the avoidance of doubt, the availability of Seller Parent's right to terminate this Agreement pursuant to a Specified Termination shall in no way obligate any Seller Party to pursue the remedy provided in Section 11.03(a), and unless and until this Agreement is terminated, the Seller Parties shall retain and reserve all rights to enforce specific performance of this Agreement pursuant to Section 12.17, resulting in the consummation of the Closing, subject to the terms hereof.

(g) Seller Parent (on behalf of itself and the Seller Parties) acknowledges that the agreements contained in this Section 11.03 are an integral part of the Transactions and that, without these agreements, the Parties would not enter into this Agreement. The Parties acknowledge and hereby agree that, except in the case of Fraud, in the event of a Specified Termination, the payment of the aggregate amount of the Specified Reverse Termination Amount to Seller Parent (whether by way of payment by Buyer, Buyer Parent or their respective Non-Party Affiliates, Letter of Credit Funding, disbursement of the Deposit Escrowed Amount from the Deposit Escrow Account, or a combination thereof), if, as and when required pursuant to this Section 11.03, shall not constitute a penalty but will be liquidated damages, in a reasonable amount that will compensate the party receiving such amount in the circumstances in which it is payable for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Transactions, which amount would otherwise be impossible to calculate with precision.

(h) Notwithstanding the foregoing or anything to the contrary herein, nothing in this Agreement shall restrict, limit, impair, modify or otherwise adversely affect (i) the ability of any party to bring any claim or other Action following the Closing under or arising from the R&W Insurance Policy, (ii) the ability of either Party to seek transfer or other rights and remedies pursuant to Section 7.03, (iii) the ability of any party to bring any claim or any Action with respect to Fraud, (iv) subject in each case (and collectively in all such cases) to Section 12.05, following the Closing, the Seller Parties right to pursue remedies that are available to them with respect to any breach of or failure to perform under the Surviving Covenants; *provided, however*, that Seller Parent hereby agrees that its remedies with respect to breaches of or failure to perform under Sections 6.08(c), 6.08(e), 6.08(h), 6.08(j), 7.02(a), 7.02(b), shall be limited to equitable remedies, or (v) the rights and remedies of the Parties pursuant to or under the other Transaction Agreements, which shall be subject to the terms and conditions thereof.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Rules of Construction. Unless a clear contrary intention appears, the following rules of construction shall govern the interpretation of this Agreement:

(a) references to “applicable” Law or Laws with respect to a particular Person, thing or matter means only such Law or Laws as to which the Government Authority that enacted or promulgated such Law or Laws has jurisdiction over such Person, thing or matter as determined under the Laws of the State of Delaware, as required to be applied thereunder by the Bankruptcy Court;

(b) *references to any statute, rule, regulation or form (including in the definition thereof)* shall be deemed to include references to such statute, rule, regulation or form as amended, modified, supplemented, or replaced from time to time (and, in the case of any statute, include any rules and regulations promulgated under such statute), and all references to any section of any statute, rule, regulation or form include any successor to such section;

(c) when calculating the period of time before which, within which or following which any act is to be done, notice to be given, or step to be taken pursuant to this Agreement, the date that is referenced in beginning the calculation of such period will be excluded and the Parties shall have until 11:59 pm ET on such the reference date (for example, if an action is to be taken within two (2) days after a triggering event and such event occurs on a Tuesday, then the action must be taken on or before Thursday at 11:59 pm ET); if the applicable provision calculates the period of time using Business Days and the last day of such period is a non-Business Day, the period in question will end on the next succeeding Business Day;

(d) whenever the context requires, words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender;

(e) (i) the provision of a table of contents, the division into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement and (ii) references to the terms “Article,” “Section,” “subsection,” “subclause,” “clause,” “Schedule” and “Exhibit” are references to the Articles, Sections, subsections, subclauses, clauses, Schedules and Exhibits to this Agreement unless otherwise specified;

(f) (i) the terms “hereof,” “herein,” “hereby,” “hereto”, and derivative or similar words refer to this entire Agreement, including the Disclosure Schedules, Schedules, and Exhibits hereto, (ii) the terms “thereof,” “therein,” “thereby,” “thereto”, and derivative or similar words refer to this Agreement to which the context refers, including the Disclosure Schedules, Schedules, and Exhibits hereto, (iii) the terms “include,” “includes,” “including”, and words of similar import when used in this Agreement mean “including, without limitation” unless otherwise specified, (iv) the term “any” means “any and all”, (v) the term “or” shall not be exclusive and shall mean “and/or” unless the context requires otherwise, and (vi) the term “manager” shall refer to the manager of a limited liability company and not to an employee title of “manager”;

(g) (i) references to “days” means calendar days unless Business Days are expressly specified, (ii) references to “written” or “in writing” include in electronic form (including by e-mail transmission or electronic communication by portable document format (.pdf)), and (iii) references to “\$” mean U.S. dollars;

(h) references to any Person includes such Person’s successors and permitted assigns only if such successors or assigns are permitted by this Agreement and references to a Person in a particular capacity excludes such Person in any other capacity;

(i) whenever this Agreement requires any Seller Party to take any action, (i) such requirement shall be deemed to involve an undertaking on the part of Seller Parent to take such action or to cause such Seller Party, to take such action, (ii) Seller Parent shall be responsible for causing each Seller Party to perform such Seller Party’s obligations under and in compliance with this Agreement and (iii) Seller Parent shall be responsible for any breach of any Seller Party, as if Seller Parent directly caused such breach;

(j) unless the context otherwise requires, the word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase does not mean simply “if”;

(k) the words “will” and “will not” are expressions of command and not merely expressions of future intent or expectation, in each case, unless the context otherwise requires;

(l) references in any Section or definition to any clause means any clause in such Section or definition unless expressly provided otherwise;

(m) whenever this Agreement states that documents or other information have been “made available” or “provided to” Buyer (including words of similar import), such words shall mean that such documents or information referenced shall have been posted in and made accessible to Buyer the Dataroom, at least two (2) Business Days prior to and through the Agreement Date;

(n) each representation and warranty herein shall be deemed to be given independent effect; and

(o) each Party has participated in the negotiation and drafting of this Agreement, and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any provision in this Agreement; the language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Party. Further, prior drafts of this Agreement or any ancillary agreements, schedules or exhibits thereto or the fact that any clauses have been added, deleted, or otherwise modified from any prior drafts of this Agreement or any ancillary agreements, schedules or exhibits hereto shall not be used as an aide of construction or otherwise constitute evidence of the intent of the Parties; and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of such prior drafts.

Section 12.02. Expenses. Except as otherwise specified in the Transaction Agreements, each Party will pay its own costs and expenses, including legal, consulting, financial advisor and accounting fees and expenses, incurred in connection with the Transaction Agreements and the Transactions, irrespective of when incurred or whether or not the Closing occurs; *provided, however*, that Buyer shall be responsible for the fees and expenses of the Escrow Agent. Upon the execution and delivery of this Agreement, the Expense Reimbursement Agreement shall terminate in full and be of no further force and effect, except for those terms which survive termination of the Expense Reimbursement Agreement thereunder.

Section 12.03. Notices. All notices and other communications under or by reason of this Agreement shall be in writing and shall be deemed to have been duly given or made (a) when personally delivered, (b) when delivered by e-mail transmission (absent notice of delivery failure), or (c) upon delivery by overnight courier service, in each case, to the addresses and attention parties indicated below (or such other address, e-mail address, or attention party as the recipient party has specified by prior notice given to the sending party in accordance with this Section 12.03):

If to Seller Parent, to:

Midwest Fiber Holdings LP
c/o Everstream Solutions LLC
1228 Euclid Ave. Suite 250
Cleveland, Ohio 44115
Attention: Bill Hunt, General Counsel
E-mail: bhunt@everstream.net;
legalnotices@everstream.net

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

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Matt Barr; Andriana Georgallas;
Mariel E. Cruz
E-mail: matt.barr@weil.com;
andriana.georgallas@weil.com;
mariel.cruz@weil.com

If to Buyer, to:

c/o MIP IV Midwest Fiber Parent LLC
9201 Ward Pkwy, Suite 300
Kansas City, MO 64114
Attention: Jason Adkins and Sam Storrs
E-mail: Jason.adkins@bluebirdfiber.com;
sam.storrs@bluebirdfiber.com

with a copy (which will not constitute notice) to each of:

Macquarie Asset Management
660 5th Avenue
New York, NY 10103
Attention: Lincoln Heilner; Dan Siegman; MAM
Legal
E-mail: Lincoln.heilner@macquarie.com;
dan.siegman@macquarie.com
mamralegalnotices@macquarie.com

Kirkland & Ellis LLP
609 Main Street
Houston, TX
Attention: John Pitts, P.C.; Ben Hardison
E-mail: john.pitts@kirkland.com;
ben.hardison@kirkland.com

Section 12.04. Survival. Except (a) as set forth in Section 3.01, Section 3.04, Section 6.03, Section 6.09 and Section 9.05 and (b) for any covenant that by its express terms is to be performed (in whole or in part) by any Party following the Closing (which covenants shall survive the Effective Time in accordance with their express terms) ("**Surviving Covenants**"), none of the representations, warranties, or covenants of any Party set forth in this Agreement shall survive, and each of the same shall terminate and be of no further force or effect as of, the Effective Time.

Section 12.05. Limitation on Liability. Notwithstanding anything in this Agreement or in any other Transaction Agreement to the contrary, and except in the event of Fraud: (a) subject to Section 12.17, the maximum aggregate Liability of the Seller Parties under this Agreement, whether in contract or in tort, in Law or in equity or otherwise, or granted by statute or otherwise, whether by or through attempted piercing of the corporate, limited partnership, or limited liability company veil, or any other theory or doctrine, including alter ego or otherwise, shall not exceed the amount of the Termination Payment; (b) in no event shall any Party have any Liability under this Agreement (including under this Article XII) for any punitive damages; and (c) the maximum aggregate Liability of Buyer, Buyer Parent and their respective Non-Party Affiliates under this Agreement, collectively, whether in contract or in tort, in Law or in equity or otherwise, or granted by statute or otherwise, whether by or through attempted piercing of the corporate, limited partnership, or limited liability company veil, or any other theory or doctrine, including alter ego or otherwise (taking into account all claims hereunder, all amounts funded under Letters of Credit and from the Deposit Escrow Account, which shall be deemed to have been paid and borne by Buyer hereunder), including in the case of Willful Breach, shall not exceed: (i) except in the case of Fraud or Funding Willful Breach, (A) the Specified Reverse Termination Amount, plus (B) Enforcement Expenses, plus (C) all amounts payable or reimbursable under Section 6.12(a); and (ii) in the case of Funding Willful Breach only, an amount equal to (A) the Specified Reverse Termination Amount then unpaid, and after accounting for amounts recovered by Seller Parent or any Seller Party in accordance with this Agreement (including by way of payment by (or on behalf of) Buyer or Buyer Parent, Letter of Credit Funding, disbursement of the Deposit Escrowed Amount from the Deposit Escrow Account, or a combination thereof) plus (B) monetary damages determined by a court of competent jurisdiction, which shall not exceed the Funding Willful Breach Cap in the aggregate plus (C) on or after the Escrow Funding Date, the CFIUS Escrowed

Amount; for the avoidance of doubt, in no event shall such aggregate Liability (collectively considering all sources and/or means of recovery) in the event of Funding Willful Breach exceed \$96,150,000 in the aggregate plus, to the extent applicable, on or after the Escrow Funding Date, an amount equal to the amount of the CFIUS Escrowed Amount.

Section 12.06. Public Announcements. The initial press release with respect to the execution of this Agreement shall be a joint press release to be reasonably agreed upon by the Parties. Seller Parent, its Affiliates, or its Representative shall be responsible for issuing such press release on a relevant newswire once Seller Parent's Bankruptcy Cases have commenced, with notification to Buyer upon issuance. Following issuance, both Parties shall be able to post such release on their respective websites. No Party nor any Affiliate or Representative of such Party shall communicate with any news media in respect of the Transaction Agreements or the Transactions prior to the commencement of the Bankruptcy Cases without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed), except as a Party believes in good faith and based on reasonable advice of counsel is required by applicable Law or by Order of the Bankruptcy Court (in which case the disclosing Party, to the extent practicable, shall (a) advise the other Party before making such disclosure and (b) provide such other Party a reasonable opportunity to review and comment on such release or announcement and consider in good faith any comments with respect thereto). Notwithstanding the foregoing, Buyer and its Affiliates shall be entitled to disclose the existence of this Agreement, the Transaction Agreements, and the contents thereof and thereof, and the completed Transactions and the Buyer Transactions, including the return thereof, to investors and limited partners, and to prospective investors or other Persons as part of fundraising or marketing activities undertaken by Buyer or any of its Affiliates provided such disclosures are made to Persons subject to an obligation of confidentiality with respect to such information and *provided* that financial information are not disclosed publicly.

Section 12.07. Severability. If any term or provision of this Agreement is held invalid, illegal or unenforceable in any respect under any applicable Law, as a matter of public policy or on any other grounds, the validity, legality, and enforceability of all other terms and provisions of this Agreement will not in any way be affected or impaired. If the final judgment of a court of competent jurisdiction or other Government Authority declares that any term or provision hereof is invalid, illegal or unenforceable, the Parties agree that such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 12.08. Assignment. This Agreement will be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Parties, including any trustee or estate representative appointed in the Bankruptcy Cases or any successor Chapter 7 cases. No Party may assign (whether by operation of Law or otherwise) this Agreement or any rights, interests, or obligations provided by this Agreement without the prior written consent of the other Parties; *provided, however*, that (a) Buyer may assign this Agreement and any or all rights, interests, or obligations under this Agreement to any of its Affiliates (but only for so long as such Affiliate remains an Affiliate) and Buyer may assign pursuant to a collateral assignment any of its rights hereunder to any of its Debt Financing Sources as collateral security for the Debt Financing and (b) Seller Parent may assign any of its rights, interests, or obligations under this Agreement to

any of its Affiliates or to any plan administrator, liquidator, examiner, receiver, trustee, or similar party appointed on its behalf following that Closing; *provided, further*, that no such assignment pursuant to the foregoing shall release any assignor (or assignee) from any Liability under this Agreement; *provided further*, that if Buyer or Seller Parent assigns this Agreement or any or all rights, interests, or obligations under this Agreement to any of their respective Affiliates and such Affiliate thereafter ceases to be an Affiliate of Buyer or Seller Parent (as applicable), then such Person shall immediately reassign this Agreement, and any such rights, interests, or obligations back to Buyer or Seller Parent (as applicable) or another Affiliate of Buyer or Seller Parent (as applicable). Any attempted assignment in violation of this Section 12.08 shall be void *ab initio*.

Section 12.09. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and, except with respect to the Non-party Affiliates pursuant to Section 12.18, or as otherwise expressly set forth in this Agreement (including pursuant to Section 7.07 and Section 12.21), nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any Person not a party hereto, including any Affiliates of any Party, except that the Debt Financing Sources shall be express intended third party beneficiaries of each of the Debt Financing Source Provisions to the extent applicable thereto (in each case, together with any related definitions and other provisions of this Agreement to the extent a modification or termination would serve to modify the substance or provisions of such sections).

Section 12.10. Parent Guarantee. Buyer Parent hereby irrevocably and unconditionally guarantees the due and punctual performance Buyer's obligation hereunder to (i) pay expenses expressly required to be borne by Buyer when due and payable pursuant to and in accordance with this Agreement or make any other payment obligations of Buyer under this Agreement or otherwise arising out of or relating to the Transactions (for which Buyer is responsible hereunder), including Section 2.02, Section 3.01(c)(iii), Section 6.04, Section 6.13(b) and Section 12.02 and (ii) pay monetary damages when due and payable pursuant to Section 11.03, subject to the other terms hereof (including Section 12.05) (clause (i) and clause (ii) collectively, the "**Guaranteed Obligations**"). The Guaranteed Obligations provided in this Section 12.10 are primary and original obligations of Buyer Parent. Seller Parent may enforce such Guaranteed Obligations directly against Buyer Parent without being required to first seek to enforce such Guaranteed Obligations against Buyer or any other guarantor. Buyer Parent hereby waives promptness, diligence, notice of acceptance of this Section 12.10 and of the guarantee, presentment, demand for payment, notice of nonperformance, default, dishonor and protest, notice of the incurrance of any such Guaranteed Obligation and all other notices of any kind, all defenses which may be available by virtue of any stay or moratorium Law now or hereafter in effect, any right to require the marshaling of assets of Seller Parent or any other Person interested in the Transactions, and all suretyship defenses (in each case, other than payment in full of the such Guaranteed Obligation subject to the terms hereof).

Section 12.11. Entire Agreement. This Agreement (including the Disclosure Schedules) and the other Transaction Agreements (and all Exhibits and Schedules hereto and thereto) and the Confidentiality Agreements collectively constitute and contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior or contemporaneous negotiations, correspondence, understandings, agreements, and

Contracts (including the Original Agreement, which is hereby amended and restated in its entirety), whether written or oral, among the Parties respecting the subject matter hereof and thereof.

Section 12.12. Amendments. This Agreement (including the Disclosure Schedules and all Exhibits and Schedules hereto) may be amended, restated, supplemented, or otherwise modified, only by written agreement duly executed by each Party, *provided* that no amendment or modification of, or supplements to the definition of “Debt Financing Sources” or the Debt Financing Source Provisions (or, in each case, any of the defined terms used therein or any other provision of this Agreement to the extent a modification, waiver or termination of such defined term or provision would modify the substance of any of the Debt Financing Source Provisions), in each case, in a manner adverse to Buyer’s Debt Financing Sources shall be effective without the prior written consent of the applicable Debt Financing Sources.

Section 12.13. Waiver. At any time, either Seller Parent or Buyer may, by written instrument duly executed by the waiving Party, (a) extend the time for the performance of any obligation or other acts of the other Party, (b) waive any breaches or inaccuracies in the *representations and warranties of the other Party contained in this Agreement or in any document delivered pursuant to this Agreement*, or (c) waive compliance with any covenant, agreement or condition contained in this Agreement, but such waiver of compliance with any such covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power, or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. For the avoidance of doubt, the execution of this Agreement by each Party shall not constitute a waiver of any remedy or preclude any exercise of a right, power or remedy by such Party under this Agreement resulting from any breach or inaccuracy for the period of time between the Original Agreement Date and the Agreement Date.

Section 12.14. Governing Law. This Agreement, and any Action or claim that may be based upon, arise out of or relate or be incidental to any Transaction, this Agreement, the negotiation, execution, performance, or consummation of the foregoing or the inducement of any Party to enter into the foregoing, whether for breach of Contract, tortious conduct, or otherwise, and whether now existing or hereafter arising (each, a “**Transaction Dispute**”), will be exclusively governed by and construed and enforced in accordance with the internal Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied. Notwithstanding anything in this Agreement to the contrary, all issues and questions concerning the construction, validity, interpretation and enforceability of the Debt Commitment Letter, or any of the transactions contemplated hereby or thereby (except to the extent explicitly provided for in the Debt Commitment Letter), including any claim, controversy or dispute arising out of or relating in any way to the Debt Financing (whether based in contract, tort or otherwise) or the performance thereof, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. Notwithstanding anything in this Agreement to the contrary, each of the parties hereto agrees that it will not bring, or permit any of its Affiliates to bring, any suit, action or other

proceeding of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against any Debt Financing Source arising out of or relating to (i) the Debt Financing or (ii) this Agreement, any other Transaction Agreement or any of the transactions contemplated hereby or thereby, in any forum other than a court of competent jurisdiction located within the Borough of Manhattan in the City of New York, New York, whether a state or federal court.

Section 12.15. Dispute Resolution; Consent to Jurisdiction.

(a) Without limiting any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any Transaction Dispute which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Transactions, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 12.03 (as may be updated from time to time in accordance with Section 12.03); *provided, however*, upon the closing of the Bankruptcy Cases, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware and any appellate court from any thereof, for the resolution of any such Transaction Dispute. In that context, and without limiting the generality of the foregoing, each Party irrevocably and unconditionally:

(i) submits for itself and its property to the exclusive jurisdiction of such courts with respect to any Transaction Dispute and for recognition and enforcement of any judgment in respect thereof, and agrees that all claims in respect of any Transaction Dispute shall be heard and determined in such courts;

(ii) agrees that venue would be proper in such courts, and waives any objection that it may now or hereafter have that any such court is an improper or inconvenient forum for the resolution of any Transaction Dispute; and

(iii) agrees that the mailing by certified or registered mail, return receipt requested, to the Persons listed in Section 12.03 (as may be updated from time to time in accordance with Section 12.03) of any process required by any such court, will be effective service of process; *provided, however*, that nothing herein will be deemed to prevent a Party from making service of process by any means authorized by the Laws of the State of Delaware.

(b) The foregoing consent to jurisdiction will not constitute submission to jurisdiction or general consent to service of process in the State of Delaware for any purpose except with respect to any Transaction Dispute.

Section 12.16. WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY TRANSACTION DISPUTE AND COVENANTS THAT NEITHER IT NOR ANY OF ITS AFFILIATES OR REPRESENTATIVES WILL ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO SUCH TRIAL BY JURY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) SUCH PARTY HAS CONSIDERED THE

IMPLICATIONS OF THIS WAIVER, (B) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (C) SUCH WAIVER CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH SUCH PARTY IS RELYING AND WILL RELY IN ENTERING INTO THIS AGREEMENT. EACH PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 12.16 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. THE PARTIES HERETO CONSENT TO TRIAL WITHOUT A JURY IN ANY SUCH ACTION OR PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST ANY DEBT FINANCING SOURCE, REGARDLESS OF THE FORM OF ACTION OR PROCEEDING.

Section 12.17. Remedies; Specific Performance.

(a) Except to the extent set forth otherwise in this Agreement, all remedies under this Agreement expressly conferred upon a Party will be deemed cumulative with and not exclusive of any other remedy conferred hereby, or by Law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy.

(b) Each Party agrees that irreparable damage would occur, and the Parties would not have an adequate remedy at law if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Accordingly, each Party agrees that the other Party will be entitled to injunctive relief from time to time to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions of this Agreement and the Equity Commitment Letter, in each case (i) without the requirement of posting any bond or other indemnity and (ii) in addition to any other remedy to which it may be entitled, at law or in equity. Furthermore, each Party agrees not to raise any objections to the availability of the equitable remedy of injunctive relief or specific performance to prevent or restrain breaches of this Agreement and the Equity Commitment Letter, and to specifically enforce the terms of this Agreement and the Equity Commitment Letter to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such Party under this Agreement and the Equity Commitment Letter, in each case, subject to the terms, conditions and limitations herein and therein. Each Party expressly disclaims that it is owed any duty not expressly set forth in this Agreement, and waives and releases all tort claims and tort causes of action that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement other than claims for (A) Willful Breach or Funding Willful Breach prior to the valid termination of this Agreement in accordance with Article XI, in each case subject to Section 11.03 and Section 12.05, or (B) Fraud, as determined by the Bankruptcy Court.

(c) Notwithstanding anything in this Agreement to the contrary (including Section 12.17(b)), but subject to Section 11.03(d) (as applicable), it is acknowledged and agreed that the right of Seller Parent to obtain specific performance to cause the Equity Financing to be funded and Buyer to consummate the Transactions and the other Buyer Transactions shall be subject to the satisfaction of the following conditions: (i) all of the conditions set forth in Section 10.02 have been satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing and which are, at the time that Seller Parent or such other Person seek specific performance pursuant to this Section 12.17, capable of being satisfied if the Closing were to occur at such time, and remain so satisfied or waived on the date the Closing is required to have

occurred pursuant to this Agreement), (ii) the date on which Buyer is required to close pursuant to Section 2.03 shall have occurred and Buyer has failed to complete the Closing on such date, (iii) the Debt Financing (or any Alternative Financing) has been funded or will be funded at the Closing (or will be so funded if the Equity Financing is funded at or prior to the Closing) and (iv) Seller Parent (on behalf of itself and the Seller Parties) has irrevocably confirmed in writing to Buyer that (A) all conditions set forth in Section 10.01 have been satisfied or that they would be willing to waive any unsatisfied conditions in Section 10.01 for purposes of consummating the Closing, (B) that Seller Parent (on behalf of itself and the Seller Parties) stand ready, willing and able to consummate the Closing, and (C) if specific performance is granted and the Debt Financing is funded, Seller Parent and each Seller Party will take all such actions that they are required to take pursuant to this Agreement to cause the Closing to occur.

Section 12.18. Non-Recourse.

(a) All claims, obligations, Liabilities, Actions or causes of action (whether in Contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), may be made only against (and are expressly limited to) the entities that are expressly identified as parties hereto in the preamble to this Agreement or, if applicable, their successors and assigns (but not any of the senior secured lenders (or any agent thereof) of any of the Seller Parties) (“**Contracting Parties**”). No Person who is not a Contracting Party, including any past, present or future director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, consultant, attorney, accountants, financial advisor or other representative of, and any lender to, any Contracting Party, or any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, consultant, attorney, accountants, financial advisor or other representative of, and any lender to, any of the foregoing (other than any of the foregoing that is or becomes a Contracting Party) (“**Non-party Affiliates**”), shall have any Liability (whether in Contract or in tort, in law or in equity, or granted by statute) for any claims, causes of action, obligations, or other Liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or their negotiation, execution, performance, or breach; and, to the maximum extent permitted by Law, each Contracting Party hereby (i) waives and releases all such claims, causes of action, obligations and other Liabilities against any such Non-party Affiliates and (ii) each Party disclaims any reliance upon any Non-party Affiliates with respect to the performance of this Agreement or any representation or warranty made in, in connection with, or as an inducement to this Agreement. It is expressly agreed that the Non-party Affiliates to whom this Section 12.18 applies shall be third-party beneficiaries of this Section 12.18. Notwithstanding anything to the contrary contained in this Section 12.18 or elsewhere in this Agreement, nothing shall limit, restrict or otherwise affect any claim, Liability, right, remedy or recovery under or based upon (x) any other Transaction Agreement, subject and pursuant to its terms, or (y) Fraud.

(b) Notwithstanding anything in this Agreement to the contrary, the Parties (a) agree on their behalf and on behalf of their respective Affiliates that none of the Debt Financing Sources shall have any liability or obligation to such Persons and/or their respective Affiliates relating to, arising from or in connection with this Agreement or any of the Transactions (including

with respect to the Debt Commitment Letter and the Debt Financing), (b) waive any rights or claims against any Debt Financing Source relating to, arising from or in connection with this Agreement (including any of the Transactions), the Debt Commitment Letter or the Debt Financing, whether at law or equity, in contract, in tort or otherwise and (c) agree not to, and shall not, (i) seek to enforce this Agreement or the Debt Commitment Letter against, make any claims whether at law or equity, in contract, in tort or otherwise, for breach of this Agreement or the Debt Commitment Letter, or seek to recover monetary damages (including, for the avoidance of doubt, any special, consequential, punitive, indirect, speculative or exemplary damages or damages of a tortious nature) from, the Debt Financing Sources or (ii) seek to enforce the commitment in respect of any Debt Financing against, make any claims for breach of commitments in respect of any Debt Financing against, or seek to recover monetary damages (including, for the avoidance of doubt, any special, consequential, punitive, indirect, speculative or exemplary damages or damages of a tortious nature) from, or otherwise sue, the Debt Financing Sources, for any reason in connection with commitments in respect of any Debt Financing or the obligations of the Debt Financing Sources thereunder, this Agreement, or any of the Transactions or transactions contemplated by the Debt Financing; *provided that this Section 12.18(b) shall not affect in any way the rights and remedies of Buyer and/or its Affiliates against the Debt Financing Sources pursuant to the Debt Commitment Letter or any definitive agreement in respect of the Debt Financing.*

Section 12.19. Disclosure Schedules and Exhibits. The Disclosure Schedules, Schedules, and Exhibits attached to this Agreement shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Any capitalized terms used in any Exhibit or Schedule or in the Disclosure Schedules but not otherwise defined therein shall be defined as set forth in this Agreement. The representations and warranties of Seller Parties set forth in this Agreement are made and given subject to the disclosures contained in the Disclosure Schedules, and neither Seller Parent nor any of its Affiliates shall be, or deemed to be, in breach of any such representations and warranties (and no claim shall lie in respect thereof) in respect of any such matter so disclosed in the Disclosure Schedules. Any matter, information, or item disclosed in the Disclosure Schedules under any specific representation or warranty or Schedule or section thereof shall be deemed to be disclosed and incorporated by reference in any other Schedule or section of the Disclosure Schedules as though fully set forth in such other schedule(s) or section(s), to the extent the applicability to such other schedule(s) or section(s) is reasonably apparent on its face. The inclusion of any matter, information or item in the Disclosure Schedules as an exception to a representation or warranty shall not be deemed to constitute (a) an admission of any Liability by the Seller Parties to any third party, (b) an admission that any breach or violation of applicable Laws or any contract or agreement to which any of the Seller Parties are a party exists or has actually occurred, (c) an admission that such item is outside the ordinary course of business or not consistent with past practice, or (d) otherwise imply an admission that such item represents a material exception or material fact, event, circumstance or that such item has had, or would reasonably be expected to have a Material Adverse Effect. The Disclosure Schedules have been arranged for purposes of convenience in separately titled schedules corresponding to the sections of this Agreement.

Section 12.20. Provision Respecting Legal Representation. Buyer hereby agrees, on behalf of itself, its respective directors, members, partners, officers, employees, Representatives and Affiliates, and its respective successors and assigns (all such parties, the “**Waiving Parties**”), that Weil, Gotshal & Manges LLP (or any successor) and Morgan, Lewis & Bockius LLP (or any

successor) (each such legal counsel, “**Prior Counsel**”) may represent any or all of the Seller Parties or any of their respective directors, members, partners, officers, employees, equityholders, Representatives or Affiliates (collectively, the “**Seller Group**”), in each case, in connection with any dispute, litigation, claim, proceeding or obligation arising out of or relating to the Transferred Assets, this Agreement, any Transaction Agreements, or the Transactions or thereby adverse to the Waiving Parties or any other Person. Buyer, on behalf of itself and the Waiving Parties, hereby consents thereto and irrevocably waives (and will not assert) any conflict of interest, breach of duty or any other objection arising therefrom or relating thereto. Notwithstanding the foregoing, if after the Closing a dispute arises between Buyer, the Business, on the one hand, and a third party other than (and unaffiliated with) a Seller Party, on the other hand, then Buyer and Affiliates (to the extent applicable) may assert the attorney-client privilege to prevent disclosure to such third party of confidential communications of the Prior Counsel; *provided* that neither Buyer nor any of its Affiliates may waive such privilege without the prior written consent of the applicable Seller Party (not to be unreasonably withheld, conditioned or delayed). Each of the Prior Counsel are express third party beneficiaries of this Section 12.20 and are entitled to rely thereon.

Section 12.21. Privilege. Buyer, on behalf of itself and the Waiving Parties, hereby irrevocably acknowledge and agree that all communications, written or oral, between any Person in the Seller Group and its counsel, including each Prior Counsel, made in connection with the negotiation, preparation, documentation, execution, delivery and performance under, consummation of, or any dispute or Action arising out of or relating to, this Agreement, any Transaction Agreements or the Transactions, or any matter relating to any of the foregoing, are privileged communications, and survive, remain with and are controlled by the Seller Parties, without any waiver thereof. Accordingly, Buyer shall not have access to any such communications, or to the files of Prior Counsel relating to its engagement, whether or not the Closing shall have occurred. Each of the Prior Counsel are express third party beneficiaries of this Section 12.21 and are entitled to rely thereon. Notwithstanding anything to the contrary herein, nothing in this Section 12.21 shall (x) prohibit or restrict Buyer, the Business or any of their respective Affiliates from seeking proper discovery of documents or information, nor any Seller Party from asserting that such documents and information are not discoverable due to attorney-client privilege or other legal protection or (y) relieve any party or counsel of any applicable professional obligation to comply with customary internal “walls” or similar arrangements in the event of a conflict of interest.

Section 12.22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Facsimiles, e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.

Section 12.23. Amendment and Restatement. Each of the Parties acknowledges and agrees that this Agreement amends, restates, supersedes and replaces in its entirety the Original Agreement and all of its terms and provisions, such that the Original Agreement is hereby null and void and of no further force or effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Seller Parent, Buyer, and solely for the purposes of Section 6.04 and Article XII, Buyer Parent, have each caused this Agreement to be executed on the Agreement Date by their respective duly authorized officers.

SELLER PARENT:

Midwest Fiber Holdings LP

By: _____
Name:
Title:

IN WITNESS WHEREOF, Seller Parent, Buyer, and solely for the purposes of Section 6.04 and Article XII, Buyer Parent, have each caused this Agreement to be executed on the Agreement Date by their respective duly authorized officers.

BUYER:

BLUEBIRD MIDWEST, LLC

By: _____

Name: Jason Adkins

Title: Chief Executive Officer

Solely for the purposes of Section 6.04 and Article XII:

BUYER PARENT:

MIP IV MIDWEST FIBER PARENT, LLC

By: _____

Name: Jason Adkins

Title: Chief Executive Officer

Exhibit A

Definitions

“**Action**” means any action, claim, suit, charge, complaint, audit, arbitration, investigation, inquiry or proceeding by or before any Government Authority.

“**Actual Budgeted Capex**” means the aggregate amount of the Non-Success Based Capex actually paid by Seller Parties to an unaffiliated third party during the Capex Measurement Period, solely to the extent such Capital Expenditures were made in accordance with this Agreement and with the Agreed Financial Budget. For the avoidance of doubt, “Actual Budgeted Capex” shall not include any Capital Expenditures (i) incurred but not paid or (ii) to the extent related to the Excluded Business or Excluded Assets.

“**Affiliate**” means, with respect to any specified Person, any other Person that, at the time of determination, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person; *provided, however*, that, notwithstanding anything to the contrary herein: (a) for the purposes of this Agreement none of Seller Parent or any other Seller Party shall be deemed an Affiliate of Buyer; (b) except with respect to Section 12.05, Section 12.18, and the definition of “Non-party Affiliates”, in no event shall DigitalBridge Group, Inc., and any of its portfolio companies, investment funds or accounts, and any management or advisory entities affiliated with or related to the foregoing, be considered an Affiliate of Seller Parent or any of its Subsidiaries; and (c) except with respect to Section 6.04(g), Section 12.05, Section 12.06, Section 12.18, and the definition of “Non-party Affiliates”, with respect to Buyer, the term “Affiliate” (i) shall only include Buyer and its Subsidiaries and (ii) shall exclude all other current or future non-Subsidiary affiliates of Buyer (including Macquarie Infrastructure Partners IV, LP, Macquarie Asset Management, and/or any portfolio company, investment fund, investment entity, vehicle or account, and/or any management or advisory entities affiliated with or related to the foregoing, or direct or indirect equityholder, member, manager or partner of the foregoing).

“**Agreed Financial Budget**” means the financial budget and plan attached hereto as Exhibit I, which has been agreed to between Buyer and Seller Parent prior to the Original Agreement Date.

“**Agreement**” means this Amended and Restated Asset Purchase Agreement, dated as of the Agreement Date, by and between Seller Parent and Buyer, including the Disclosure Schedules and the Schedules and Exhibits, and all amendments to such agreement made in accordance with Section 12.12.

“**Alternative Transaction**” means, other than (a) the Transactions, the other Transaction Agreements, the MO Divestiture APA, or the IL Divestiture APA, (b) the wind-down of the PA Business, and (c) any chapter 11 plan that does not prevent or impair in any material respect the Transactions or the debtors’ performance in each case in accordance with the terms and conditions of this Agreement, (i) any investment in, financing of, capital contribution or loan to or restructuring or recapitalization of the Seller Parties or any of their respective direct or indirect Subsidiaries (including any exchange of all or a substantial portion of Seller Parties’ or any of their

respective Affiliates' outstanding debt obligations for equity securities of Seller Parties or any of their respective Affiliates), (ii) any merger, consolidation, share exchange or other similar transaction to which Seller Parties or any of their respective Affiliates is a party that has the effect of transferring, directly or indirectly, any portion of the Transferred Assets, (iii) any direct or indirect sale of any portion of the Transferred Assets of, or (iv) any other transaction, including a chapter 11 plan of liquidation or agreement with a liquidation firm (or consortium) for the orderly liquidation of the Seller Parties, all or any portion of the Transferred Assets (other than any wind-down or similar plan or transaction or dismissal with respect to the sale of Excluded Assets) or reorganization (in any jurisdiction, whether domestic, foreign, international or otherwise), including a chapter 11 plan of reorganization, in each instance that transfers or vests ownership of, economic rights to, or benefits in any portion of the Transferred Assets to any party other than Buyer, or (v) if Seller Parties announce any stand-alone plan of reorganization or liquidation (or support any such plan filed by another party) other than a plan of Seller Parties' estates post-Closing pursuant to a plan that permits the Transaction to be consummated in accordance with the terms of this Agreement.

"Anti-Corruption Laws" means the U.S. Foreign Corrupt Practices Act of 1977 (as amended), the United Kingdom Bribery Act 2010 and any other applicable anti-bribery or anti-corruption Law of any jurisdiction.

"Antitrust Laws" means any Laws applicable to Buyer or any Seller Party under any applicable jurisdiction that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

"Assumed Employee Plans" means any Employee Plan set forth and designated as such on Schedule 4.13(a).

"Avoidance Actions" means any and all actual or potential avoidance, recovery, subordination, or other claims, Causes of Action, or remedies that may be brought by or on behalf of the Seller Parties or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including claims, Causes of Action, or remedies arising under chapter 5 of the Bankruptcy Code or under similar or related local, state, federal, or foreign statutes or common law, including fraudulent transfer laws.

"Back-up Termination Date" means the first to occur of (a) consummation of the transaction with the winning bidder at the Auction, (b) Buyer's receipt of notice from Seller Parent of the release by Seller Parent of Buyer's obligations under Section 8.04, and (c) the one (1) year anniversary of the Original Agreement Date.

"Bankruptcy and Equity Exception" means the effect on enforceability of (a) any applicable Law relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Law relating to or affecting creditors' rights generally and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

“**Bid Deadline**” means the date upon which Competing Bids are due from third parties (other than Buyer) as set forth in the Bidding Procedures Order or as otherwise established or modified by the Bankruptcy Court.

“**Bidding Procedures Motion**” means the motion or motions of Seller Parent seeking approval and entry of the Bidding Procedures Order.

“**Bidding Procedures Order**” means that certain order of the Bankruptcy Court (Docket No. 216), and any amendment thereto that among other things, establishes the bidding procedures with respect to the proposed sale of the Transferred Assets, establishes the date by which Competing Bids are due, and approves the Termination Payment.

“**BTOP**” means Broadband Technology Opportunities Program.

“**BTOP Applications**” means any application, notification, notice, or other filing necessary to obtain the consent of the NTIA/NOAA to the assignment of the BTOP Grants contemplated under this Agreement.

“**BTOP Grants**” means (a) U.S. Department of Commerce Financial Assistance Award Number NT10BIX5570067 made to OneCommunity for the July 1, 2010 through June 30, 2013 award period for the BTOP Transforming NE Ohio Project, with NTIA/NOAA consent, dated November 27, 2015, to assign and transfer title of certain assets from OneCommunity to Everstream Solutions LLC; (b) U.S. Department of Commerce Financial Assistance Award Number NT10BIX5570009 made to Merit Network Inc. for the January 1, 2010 through December 31, 2012 award period for the BTOP REACH Michigan Middle Mile Collaborative Project, with Lynx Fiber One, LLC as a subrecipient; and (c) U.S. Department of Commerce Financial Assistance Award Number NT10BIX5570114 made to Merit Network Inc. for the August 1, 2010 through July 31, 2013 award period for the BTOP REACH-3MC II Project, with Lynx Fiber Two, LLC as a subrecipient and NTIA/NOAA consent, dated November 9, 2017, to assign and transfer title of certain assets from Merit Network, Inc. to Everstream GLC Holding Company LLC.

“**Budgeted Capex**” means the aggregate amount of the Non-Success Based Capex set forth on the Agreed Financial Budget with respect to the Capex Measurement Period.

“**Budgeted Capex Shortfall**” means an amount (which shall not be a negative number) equal to (a) Budgeted Capex minus (b) Actual Budgeted Capex. For the avoidance of doubt, if Actual Budgeted Capex exceeds Budgeted Capex, the “Budgeted Capex Shortfall” shall be deemed to be \$0.

“**Business**” means collectively, the business conducted by the Seller Parties of developing, marketing, and providing bandwidth infrastructure and managed services, operating underground and aerial fiber networks or selling bandwidth infrastructure and related products, including Ethernet transport, fiber-distributed cellular backhaul, wavelengths and dedicated internet access or voice and other voice managed services, in each case to business, carrier, government, and other non-residential customers, other than the Excluded Business. For the avoidance of doubt, Business shall include the Seller Parties’ operations in Illinois except for the IL Divested Business.

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

“Business Intellectual Property” means all (a) Business Registered IP, (b) Intellectual Property included in Business Technology, and (c) other Intellectual Property owned or purported to be owned by any Seller Party.

“Business Registered IP” means all patents, patent applications, Trademark registrations, applications for Trademark and service mark registration, copyright registrations, Internet domain names and other forms of registered Intellectual Property and applications therefor, in each case, to the extent owned by or registered in the name of any Seller Party including those set forth on Section 2.01(a)(vii).

“Business Systems” means all Systems owned, leased, licensed, used, or held for use by or for by any Seller Party, whether or not outsourced.

“Business Technology” means all Technology to the extent owned or purported to be owned by any Seller Party.

“Buyer Parent Specified Persons” means Buyer Parent and its Subsidiaries, including Buyer.

“Buyer Transaction Agreements” means this Agreement and each other Transaction Agreement to which Buyer is named as a party on the signature pages thereto.

“Buyer Transactions” means the transactions contemplated by the Buyer Transaction Agreements.

“Capex Measurement Period” means the period beginning on the first day of the first (1st) month beginning after the Original Agreement Date, and ending on the last day of the last month ended prior to the Measurement Date.

“Capital Expenditure” means an expenditure capitalized in accordance with GAAP made by Seller Parties to unaffiliated third parties for capital projects, solely to the extent directly related to the Business. For the avoidance of doubt, any expenditure shall not be a “Capital Expenditure” (a) to the extent related to the Excluded Business or (b) is capitalized labor, as determined in accordance with GAAP.

“Cash” means, as of the Effective Time (a) all cash and cash equivalents, including restricted cash, checks, commercial paper, treasury bills, certificates of deposit, Deposits, securities, securities entitlements, instruments and other investments and (b) all bank accounts and securities accounts, calculated in accordance with GAAP and the Seller Parties’ books and records.

“Causes of Action” means any and all claims, interests, controversies, actions, proceedings, reimbursement claims, contribution claims, recoupment rights, debts, third-party claims, indemnity claims, damages, remedies, causes of action, demands, rights, suits, obligations, liabilities, accounts, judgments, defenses, offsets, powers, privileges, licenses, Liens, guarantees,

franchises, Avoidance Actions, counterclaims and cross-claims, of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, asserted or unasserted, direct or indirect, assertable directly or derivatively, choate or inchoate, reduced to judgment or otherwise, secured or unsecured, whether arising before, on, or after the Petition Date, in contract, tort, law, equity, or otherwise pursuant to any theory of law, in all cases other than those arising in connection with the enforcement of this Agreement or any of the Transaction Agreements. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law or in equity; (b) the right to object to or otherwise contest claims or interests; (c) claims pursuant to section 362 of the Bankruptcy Code; and (d) such claims and defenses as fraud, mistake, duress, usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

“**CFIUS**” means the Committee on Foreign Investment in the United States and each member agency thereof, acting in such capacity.

“**CFIUS Approval**” means that (a) CFIUS has issued a written notice to the Parties that it has concluded all action pursuant to the DPA and has determined that there are no unresolved national security concerns with respect to the Transactions; (b) CFIUS has sent a report to the President of the United States (the “President”) requesting the President’s decision with respect to the Transactions and either (i) the President has announced a decision not to take any action to suspend or prohibit the Transactions or (ii) the President has not taken any action within fifteen (15) days from the date the President received the report from CFIUS; or (c) CFIUS has issued a written notice that the notified transaction is not a “covered transaction” within the meaning of the DPA.

“**Change**” has the meaning set forth in the definition of “Material Adverse Effect”.

“**Closing Conditions**” means the conditions to the respective obligations of the Parties to consummate the Transactions, in each case, as set forth in Article X.

“**COBRA**” means Part 6 of Subtitle B of Title 1 of ERISA, Section 4980B of the Code and similar state Laws.

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

“**Communications Laws**” means (a) the Communications Act of 1934, as amended, and the rules, regulations, published orders and published and promulgated policy statements of the FCC thereunder, as in effect from time to time, and (b) applicable state laws regulating telecommunications carriers and the rules, regulations, published orders and published and promulgated policy statements of the state regulatory agency thereunder, as in effect from time to time.

“**Communications Permits**” means any Permit issued or required by the FCC or a State PUC under the Communications Laws.

“Confidentiality Agreements” means (a) the Confidentiality Agreement, dated as of September 11, 2024, by and between Bluebird Network, LLC and Midwest Fiber Holdings LP, as the same may be amended, supplemented, or otherwise from time to time in accordance with its terms, and (b) the Clean Team Agreement, dated as of September 11, 2024, by and between Bluebird Network, LLC, a Delaware limited liability company and indirect parent of Buyer and Midwest Fiber Holdings LP, as the same may be amended, supplemented, or otherwise modified from time to time in accordance with its terms.

“Consent” means any consent, approval, or authorization.

“Contract” means any written contract, agreement, undertaking, indenture, note, bond, mortgage, lease, sublease, license, sublicense, sales order, purchase order or other instrument or commitment that purports to be binding on any Person or any part of its assets or property (or subjects any such assets or property to a Lien).

“Control” means, with respect to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise. The terms “Controlled by,” “Controlled,” “under common Control with” and “Controlling” shall have correlative meanings.

“Covered Employee” means the employees of Seller Party or any of its Subsidiaries who work for or provide services to the Business as set forth on Schedule 1.01(b) and any other individuals who are hired by Seller Party or one of its Subsidiaries to provide services to the Business in accordance with Section 6.01(b)(ix).

“Cure Costs” means cure costs required to be paid pursuant to section 365 of the Bankruptcy Code to effectuate the assumption by the applicable Seller Party and the assignment to Buyer, of the Transferred Contracts to which such Seller Party is party, as determined by the Bankruptcy Court or agreed to by Seller Parent and the non-Seller Parent counterparty to the applicable Transferred Contract.

“D&O Avoidance Actions” means all Avoidance Actions assertable against current or former directors, managers, or officers of the Seller Parties.

“Debt” means, without duplication, all obligations (including accrued interest related thereto) (a) for borrowed money, (b) evidenced by notes, bonds, debentures, mortgages, or similar instruments (but excluding, for the avoidance of doubt, obligations in respect of surety or performance bonds, letters of credit or similar instruments to the extent the same do not constitute Debt under clause (h) below), (c) under any leases required to be recorded as “finance leases” under GAAP, in each case, calculated in accordance with GAAP, (d) constituting the maximum amount payable for any deferred or unpaid purchase price of property or services, including any earnout payments, seller notes, installment or similar payments, whether or not contingent and whether then-due and owing, including royalties and similar payments or obligations, (e) created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even if the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (f) constituting the liquidation value of all redeemable preferred equity interests of such Person, (g)

of such Person in respect of swap, derivative or other hedging contracts (valued at the net terminal value thereof), (h) in respect of surety or performance bonds, letters of credit and similar instruments, in each case solely to the extent called or drawn, as applicable, (i) with respect to, or attributable to, any time period ending prior to the Closing Date, for unpaid contributions to any defined contribution, defined benefit pension plan or multiemployer plan and for incurred or outstanding withdrawal liability with respect to any multiemployer plan, in each case to the extent such plans are Employee Plans that are not Assumed Employee Plans, (j) constituting accrued, but unpaid bonuses with respect to any time period ending prior to the Closing Date, to employees or other service providers of the Seller Parties, which for the avoidance of doubt, does not include the Pro Rata Annual Bonus Amount, (k) with respect to guarantees of obligations of the types described in clauses (a) through (j) above of any other Person or as to which such Person has an obligation substantially the economic equivalent of a guaranty and (l) constituting any accrued and unpaid interest owing by such Person with respect to any indebtedness of the type described in clauses (a), (b), (c), (f), (g) and (h) for the principal amount, breakage fees and other payment obligations (including any prepayment premiums, fees, penalties or make-whole or similar payments in respect of any obligations of the type that would be paid if such obligations are retired at the Closing).

“Debt Financing Source Provisions” means Section 12.08, Section 12.09, Section 12.12, Section 12.14, Section 12.16 and Section 12.18(b) of this Agreement.

“Debt Financing Sources” means the parties arranging, providing or otherwise making available to Buyer the Debt Financing or any other debt financing (including any Alternative Financing), in each case, for the Transactions, together with their Affiliates, officers, directors, general or limited partners, shareholders, member, controlling persons, employees, agents, advisors, and representatives and their respective successors and permitted assigns.

“Deposits” means all deposits (including customer deposits and security deposits for rent, electricity, telephone or otherwise and adequate assurance deposits posted in accordance with section 366 of the Bankruptcy Code) and prepaid or deferred charges and expenses (including all lease and rental payments).

“DIP Credit Agreement” means that certain Senior Secured Super-Priority Priming Term Loan Debtor In Possession Credit Agreement by and among Midwest Fiber Acquisition LLC, each of the direct and indirect subsidiaries of Midwest Fiber Acquisition LLC and Midwest Fiber Acquisition Midco 1 LLC, as subsidiary guarantors, each of Midwest Fiber Acquisition Topco LLC and Seller Parent, as Holdco guarantors, Société Générale, as administrative agent and as collateral agent, and the DIP Lenders.

“DIP Lender” has the meaning set forth in the DIP Credit Agreement.

“Disclosure Schedules” means the disclosure schedules dated as of the Agreement Date delivered by Seller Parent to Buyer, which form a part of this Agreement.

“Disputed Item Percentage” means, with respect to any unresolved Disputed Item, its Net Disputed Item Amount divided by the applicable Greater Disputed Item Amount.

“**DPA**” means Section 721 of the Defense Production Act of 1950, as amended (50 U.S.C. § 4565), and all rules and regulations thereunder, including those codified at 31 C.F.R. Part 800.

“**Effective Time**” means 12:01 a.m. (local time) on the Closing Date.

“**Employee Plans**” means (a) each employee benefit plan (within the meaning of Section 3(3) of ERISA, whether or not subject thereto), (b) any other severance, separation pay, salary continuation, bonus, commission, employment, individual consulting, service, incentive, equity option, or other equity or equity-based, profit sharing, change in control, transaction, retention, retirement, pension, deferred compensation, health, welfare, post-employment welfare, vacation, paid time off or other fringe benefit plan, program, or arrangement, and (c) any other benefit or compensation plan, program, policy, agreement or arrangement, in each case, (i) that any of the Seller Parties sponsors, maintains, contributes to or is required to contribute to for the benefit of the Covered Employees or Former Covered Employees, or (ii) under or with respect to which any of the Seller Parties has any Liability (contingent or otherwise), in each case, other than any plans, programs, policies, agreements or arrangements sponsored or maintained by a Government Authority.

“**Environmental Law**” means any Law relating to health or safety (regarding exposure to Hazardous Materials); pollution or protection of the environment.

“**Environmental Permit**” means any Permit that is issued or required by a Government Authority under any Environmental Law.

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

“**Escrow Agreement**” means the Escrow Agreement, dated as of the Original Agreement Date, entered into by and among the Escrow Agent, Buyer and Seller Parent.

“**Ex-Im Laws**” means all applicable Laws, rules and regulations relating to export, re-export, transfer or import controls (including the Export Administration Regulations administered by the U.S. Department of Commerce, and customs and import Laws administered by U.S. Customs and Border Protection).

“**Excluded Business**” means (a) the PA Business, (b) the MO Divested Business, and (c) the IL Divested Business.

“**Executory Contract**” means any executory Contract (including (x) any unexpired leases and (y) shared contracts that are not Shared Customer Contracts) to which any Seller Party is a party and which is related to the Business (other than, for the avoidance of doubt, any Shared Customer Contracts, and any Contracts that are IL Divested Business Assets or MO Divested Business Assets).

“**Exhibits**” means the exhibits to this Agreement (as may be amended from time to time in accordance herewith) which form a part of this Agreement.

“**Expense Reimbursement Agreement**” means that certain letter agreement, dated as of February 12, 2025, by and between MIP IV Midwest Fiber Parent LLC and Seller Parent, as amended by that Amendment No. 1 to Reimbursement Letter Agreement, dated as of March 5, 2025, by and between MIP IV Midwest Fiber Parent LLC and Seller Parent.

“**FCC**” means Federal Communications Commission, any bureau or division thereof acting on delegated authority or any successor agency thereto.

“**FCC Applications**” means any application, notification, notice, or other filing necessary to obtain the consent of the FCC to the asset assignment transactions contemplated under this Agreement.

“**FCC Approval**” means the consent of the FCC to the FCC Applications.

“**FCC Deemed Affiliate**” means a Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another Person where “own or control” means having or controlling a direct or indirect equity or voting interest (or equivalent thereof) of 10% or more.

“**Former Covered Employees**” means any former employee of any Seller Party or any of its Subsidiaries whose services immediately prior to his or her termination of employment are primarily related to the Business.

“**Fraud**” means actual common law fraud under Delaware Law with respect to the making of the representations and warranties by a Party contained in Article IV (with respect to Seller Parent) or Article V (with respect to Buyer) of this Agreement, in a certificate delivered pursuant to Section 9.03 or Section 9.02, as applicable. For the avoidance of doubt, “Fraud” does not include any claim for equitable fraud, promissory fraud, unfair dealings fraud, or any torts (including a claim for fraud) based on negligence or recklessness.

“**Funding Willful Breach**” means (a) the failure of Buyer to fund, or cause the funding of, the CFIUS Escrow Account with the CFIUS Escrowed Amount on or before the Escrow Funding Date, to the extent obligated to do so hereunder, or (b) the failure of Buyer to complete the Closing within two (2) Business Days after the date on which the Closing is required to have occurred pursuant to Section 2.03 if (i) all conditions in Section 10.02 (other than those conditions that by their terms are to be satisfied at the Closing) have been and continue to be satisfied or waived and (ii) Seller Parent has irrevocably notified Buyer in writing that (A) all of the conditions set forth in Section 10.01 (other than those conditions that by their terms are to be satisfied at the Closing) have been and continue to be satisfied or waived by Seller Parent and (B) Seller Parent is ready, willing and able to consummate the Closing.

“**Funding Willful Breach Cap**” means an amount equal to \$57,690,000 plus, to the extent applicable, on or after the Escrow Funding Date, an amount equal to the amount of the CFIUS Escrowed Amount.

“**GAAP**” means U.S. generally accepted accounting principles as in effect from time to time.

“Government Authority” means any U.S. federal, state or local or any supra-national or non-U.S. government, political subdivision, governmental, regulatory or administrative authority, instrumentality, agency, body, board, bureau or commission, regulatory or self-regulatory organization or any court, tribunal (whether public or private), or judicial or public or private arbitral body.

“Government Contract” means any Contract for the sale of supplies or services currently in performance or that has not been closed that is between any Seller Party on one hand and a Government Authority on the other or entered into by a Seller Party as a subcontractor at any tier in connection with a contract between another Person and a Government Authority.

“Greater Disputed Item Amount” means, with respect to any Disputed Item, the greater of (x) Seller Parent’s calculation of such Disputed Item in the Estimated Closing Statement and (y) Buyer’s calculation of such Disputed Item in the Notice of Disagreement.

“Hazardous Materials” means (a) any substance, material or waste that is defined or regulated as “hazardous,” “toxic,” “radioactive,” a “pollutant,” a “contaminant” or words of similar meaning and regulatory effect under any Environmental Law; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, greenhouse gases, per- and polyfluoroalkyl substances, and polychlorinated biphenyls.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

“IL Divested Business” means the business of the Seller Parties of (a) providing bandwidth infrastructure services to carrier and enterprise customers, (b) operating underground and aerial fiber networks, and (c) selling bandwidth infrastructure and related products, including Ethernet transport, fiber-distributed cellular backhaul, wavelengths and dedicated internet access, in each case, in the Illinois counties of Boone, Cook, DeKalb, DuPage, Kane, Kendall, Lake, McHenry, Ogle, Will and Winnebago, and the Wisconsin county of Rock (other than any business conducted using the Retained Business Assets (as such term is defined in the IL Divestiture APA)).

“IL Divested Business Assets” means the “Transferred Assets” (as defined in the IL Divestiture APA).

“IL Divested Business Liabilities” means the “Assumed Liabilities” as defined in the IL Divestiture APA.

“IL Divestiture APA” means that certain Asset Purchase Agreement, dated as of April 11, 2025, by and between Seller Parent and Buyer (each as defined therein) (as may be amended, supplemented, or otherwise modified from time to time).

“Insider” means (a) an Affiliate of any Seller Party (other than the Seller Parties), or (b) any current or former officer, director, manager, or executive or senior manager level employee of any Seller Party.

“Insurance Policies” means, collectively, all policies and programs of or agreements for insurance and interests in insurance pools and programs of the Seller Parties (in

each case including self-insurance and insurance from Affiliates) (other than any Employee Plans), including, for the avoidance of doubt, all current and prior director and officer insurance policies.

“Intellectual Property” means all: (a) patents and patent applications, including reissues, renewals, divisions, continuations, continuations-in-part, extensions and reexaminations; (b) copyrights (registered or unregistered), moral rights, mask work rights, database rights and design rights, including all applications, registrations, extensions, renewals and reversions of the foregoing; (c) Trademarks; (d) trade secrets and other confidential, proprietary or sensitive technical, business and other information, and all rights therein and thereto, plans, proposals, technical data, copyrightable technical data, and financial, marketing and business data; (e) Internet domain names; (f) rights in or to Software, data, databases, collections of data, and Technology; and (g) all other intellectual property rights or similar or equivalent rights arising under the Laws of any jurisdiction throughout the world.

“Intercompany” means accounts between a Seller Party, on the one hand, and another Seller Party or one of its Affiliates, on the other hand.

“IRS” means the U.S. Internal Revenue Service.

“IRU Agreements” means those certain indefeasible rights of use agreements pursuant to which a Seller Party has a right to use certain IRUs.

“IRUs” means (a) those certain indefeasible rights of use granted pursuant to the IRU Agreements to certain fiber optic lines and other cables, and (b) such fiber optic lines and other cables to which such indefeasible rights of use relate.

“Joint Written Instructions” means written instructions from Seller Parent and Buyer, a form of which is attached to the Escrow Agreement as an exhibit thereto, directing the Escrow Agent to deliver either the Adjustment Escrow Amount or Deposit Escrowed Funds as provided for under this Agreement.

“Knowledge of Seller Parent” means the actual knowledge as of the Original Agreement Date of the Persons listed on Schedule 1.01(c).

“Law” means any U.S. federal, state, local, provincial, municipal or non-U.S. statute, law, statute, legislation, constitution, resolution, edict, treaty, convention, ruling, decision, ordinance, regulation, rule, code, Order, act, or other requirement or rule of law (including common law) issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of a Government Authority.

“LC Issuer” means a major U.S. commercial bank or the U.S. branch of a foreign bank.

“Lesser Item Amount” means, with respect to any Disputed Item, the lesser of (x) Seller Parent’s calculation of such Disputed Item in the Estimated Closing Statement and (y) Buyer’s calculation of such Disputed Item in the Notice of Disagreement.

“**Letters of Credit**” means the irrevocable, standby letters of credit, each issued by an LC Issuer and attached hereto as Exhibit H, *provided* that each such Letter of Credit shall be maintained in accordance with the provisions of Section 3.02.

“**Letter of Credit Amount**” means \$25,650,000.

“**Liabilities**” means any liability, Debt, guarantee, claim, demand, expense, commitment or obligation (whether direct or indirect, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due) of every kind and description, including all costs and expenses related thereto.

“**Lien**” means, with respect to any property or asset, any mortgage, deed of trust, pledge, hypothecation, security interest, encumbrance, claim (as defined in Section 101(5) of the Bankruptcy Code), lien (as defined in Section 101(37) of the Bankruptcy Code), licenses, hypothecations easements, rights of way, encroachments, Orders, conditional sale or other title retention agreements and other similar impositions, imperfections or defects of title, or any option, lease or any other similar encumbrance in respect of such property or asset, or any other charge of any kind.

“**Lookback Date**” means the date that is three (3) years prior to the Original Agreement Date.

“**Material Adverse Effect**” means any fact, event, change, effect, development, circumstance, or occurrence (each, a “**Change**”) that, individually or in the aggregate, has had or would reasonably be expected to (i) have a material adverse effect on the business, operations, properties, assets or financial condition of the Business or (ii) materially impair or delay the ability of the Seller Parties to perform their respective obligations under this Agreement and the other Transaction Agreements and to consummate the Transactions; *provided* that, in the case of clause (i) only, none of the following, either alone or in combination, will constitute a Material Adverse Effect: (a) any Change in the United States or foreign economies or securities or financial markets in general (including any decline in the price of securities generally or any market or index); (b) any Change that generally affects any industry in which the Business operates; (c) general business or economic conditions in any of the geographical areas in which any of the Seller Parties or the Business operates; (d) national or international political or social conditions, including any Change arising in connection with hostilities, acts of war, sabotage or terrorism or military action or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military action, whether commenced before or after the Original Agreement Date and whether or not pursuant to the declaration of a national emergency or war; (e) the occurrence of any act of God or other calamity or force majeure event (whether or not declared as such), including any strike, labor dispute, civil disturbance, embargo, natural disaster, fire, flood, hurricane, tornado, or other weather event or any global health conditions (including any epidemic, pandemic or other outbreak of illness, disease or virus (or, in each case any variation or mutation thereof) or any action by any Government Authority related to the foregoing); (f) any actions taken by Buyer or its Affiliates or specifically required to be taken or omitted to be taken by any Seller Party pursuant to this Agreement or any other Transaction Agreement, or actions taken or omitted to be taken by any Seller Party at the express written request or with the express prior written consent of Buyer (in each case, other than the obligation of Seller Parent to cause its Subsidiaries to conduct the

Business in the Ordinary Course of Business set forth in Section 6.01); (g) any Changes in applicable Laws or GAAP (or other relevant accounting rules); (h) any Change resulting from the filing or pendency of the Bankruptcy Cases; (i) any Change resulting from the public announcement of the entry into this Agreement, compliance with terms of this Agreement or the consummation of the Transactions; (j) any effects or Changes arising from or related to the breach of this Agreement by Buyer; or (k) failure of any Seller Party to meet any internal or published projections, forecasts, estimates or predictions (*provided that this clause (k) shall not prevent a determination that any Change underlying such failure has resulted in a Material Adverse Effect, unless such Change is otherwise excepted by this definition*); *provided further*, that a Change resulting from clauses (a) through (e) of this definition shall be taken into account in determining whether Material Adverse Effect has occurred or would reasonably be expected to occur to the extent that any such described Change has a disproportionately effect on the Business or the Seller Parties, as compared to other companies in the industries in which the Business or the Seller Parties operate.

“MO Divested Business” means the business of the Seller Parties of providing bandwidth infrastructure and managed services, operating underground and aerial fiber networks or selling bandwidth infrastructure and related products, including Ethernet transport, fiber-distributed cellular backhaul, wavelengths and dedicated internet access, in each case (a) to business, carrier, government and other non-residential customers and (b) delivered or serviced across the City of St. Louis, Missouri; the Missouri counties of Franklin, Jefferson, St. Charles, St. Louis and Warren; and the Illinois counties of Clay, Clinton, Coles, Cumberland, Effingham, Fayette, Jersey, Macoupin, Madison, Marion, Monroe Shelby, and St. Clair.

“MO Divested Business Assets” means the “Transferred Assets” as defined in the MO Divestiture APA.

“MO Divested Business Liabilities” means the “Assumed Liabilities” as defined in the MO Divestiture APA.

“MO Divestiture APA” means that certain Asset Purchase Agreement, dated as of July 15, 2024, by and among the Seller Parties and Buyer (each as defined therein) (as may be amended, supplemented, or otherwise modified from time to time).

“Net Disputed Item Amount” means, with respect to a Disputed Item, its Greater Disputed Item Amount minus its Lower Disputed Item Amount.

“NOAA” means National Oceanic and Atmospheric Administration.

“Non-Recurring Revenue” means non-recurring revenue or one-time charges, as determined in accordance with GAAP.

“Non-Success Based Capex” means Capital Expenditures that are not otherwise related to provisioning of services for new customers of the Business. For the avoidance of doubt, Non-Success Based Capex shall include any Capital Expenditures relating to or arising out of maintenance, and general capacity upgrades.

“NTIA” means National Telecommunications and Information Administration.

“NTIA/NOAA Approval” means the consent of the NTIA/NOAA of the assignment of the BTOP Grants contemplated under this Agreement.

“Order” means any order, writ, judgment, injunction, temporary restraining order, decree, stipulation, determination or award entered by or with any Government Authority.

“Ordinary Course of Business” means the ordinary and usual course of normal day to day operations of the Business consistent with past practice as conducted by the Seller Parties the Balance Sheet Date, taking into account reasonably necessary actions arising from the commencement and pendency of the Bankruptcy Cases.

“Organizational Documents” means (a) with respect to a corporation, the charter, articles or certificate of incorporation, as applicable, and bylaws thereof, (b) with respect to a limited liability company, the certificate of formation or organization, as applicable, and the operating or limited liability company agreement thereof, (c) with respect to a partnership, the certificate of formation and the partnership agreement thereof, and (d) with respect to any other Person, the organizational, constituent or governing documents or instruments of such Person.

“Other Sources” means cash on hand at Buyer and any other financing source immediately available to Buyer on the Closing Date (including any Debt Financing).

“PA Business” means, collectively, the business of the Seller Parties of providing bandwidth infrastructure and managed services, operating underground and aerial fiber networks or selling bandwidth infrastructure and related products, including Ethernet transport, fiber-distributed cellular backhaul, wavelengths and dedicated internet access or voice and other voice managed services, in each case (a) to business, carrier, government and other non-residential customers and (b) delivered or serviced in the Commonwealth of Pennsylvania, the State of New Jersey, the State of New York, the State of Delaware, the State of Maryland, or the State of West Virginia.

“Permits” means all permits, licenses, authorizations, clearances, closures, decisions, registrations, concessions, grants, franchises, certificates, waivers and filings issued or required by any Government Authority under applicable Law, in each case, required or necessary for the ownership or operation of the Business as is conducted as of the Original Agreement Date.

“Permitted Liens” means the following Liens: (a) Liens for Taxes, assessments or other governmental charges or levies that are not yet due or payable or that are being contested in good faith by appropriate proceedings and for which appropriate reserves have been established in accordance with GAAP; (b) statutory Liens of landlords, carriers, warehousemen, mechanics, materialmen, workmen, repairmen and other similar providers in the Ordinary Course of Business and for which appropriate reserves have been established in accordance with GAAP, for amounts that are not yet due or payable or that are being contested in good faith by appropriate proceedings; (c) defects or imperfections of title, exceptions, easements, covenants, rights-of-way, restrictions and other similar charges, defects or encumbrances, in each case, that do not, individually or in the aggregate, adversely affect the operation of the Transferred Assets and, in the case of the Transferred Owned Real Property or Transferred Leased Real Property, that do not, individually or in the aggregate, materially adversely affect the use or occupancy of such Transferred Owned

Real Property or Transferred Leased Real Property; (d) zoning, entitlement, building and other generally applicable land use and environmental restrictions by a Government Authority in each case that are not violated by the current use of occupancy of any Transferred Real Property; (e) Liens not created by any Seller Party that affect the underlying fee, lessor, licensor or sublessor interest of any Transferred Leased Real Property or real property over which any Seller Party (with respect to the Business) have easement or other property rights; (f) Liens created by Buyer or its Affiliates; (g) any set of facts an accurate up-to-date survey of the applicable real property would show; (h) any title matters shown in any title policy or report made available to Buyer; (i) right, terms or conditions of any Transferred Lease, leases, subleases, licenses, sublicenses or occupancy agreements made available to Buyer, including title of a lessor under a capital or operating lease; (j) in the case of Intellectual Property, non-exclusive licenses, options to license on a non-exclusive basis, non-exclusive covenants not to sue or other non-exclusive grants of rights and gaps in the chain of title evident from the publicly-available records of the applicable Government Authority maintaining such records; (k) Liens granted by any Seller Party to the National Telecommunications & Information Administration, BTOP, U.S. Department of Commerce on property and equipment acquired or improved under the BTOP Grants which such Liens are set forth on Schedule 1.01(e) Part I; (l) Liens set forth on Schedule 1.01(e) Part II; and (m) solely prior to the Closing, any other Lien that will be cleared or discharged by the Bankruptcy Court, in each case, except as otherwise set forth in this definition, solely to the extent in existence as of the Original Agreement Date.

“**Person**” means any natural person, general or limited partnership, corporation, company, trust, limited liability company, limited liability partnership, firm, association, Government Authority, organization or other legal entity.

“**Personal Data**” means, in addition to any data or information that comes within the definition of “personal data” or any similar term (e.g., “personal information” or “personally identifiable information” or “PII”) under applicable Law, any data or information that identifies or could reasonably be used to identify, directly or indirectly, a particular individual person.

“**Petition Date**” means the date on which the Seller Parties commence the Bankruptcy Cases.

“**Pre-Closing Period**” means the period beginning on the Original Agreement Date and ending on the earlier of the Closing and the date this Agreement is validly terminated in accordance with its terms.

“**Privacy Laws**” means all applicable Laws, legal requirements, industry standards, rules, policies, and procedures to which any Seller Party is bound or otherwise holds itself out as compliant with, and self-regulatory guidelines relating to the Processing of any Personal Data.

“**Processing**” or “**Processed**” means any operation or set of operations performed on any data, whether or not by automated means, including but not limited to receipt, collection, compilation, use, storage, combination, sharing, safeguarding, disposal, erasure, destruction, disclosure or transfer.

“Representative” of a Person means the directors, officers, employees, advisors, agents, consultants, attorneys, accountants, financial advisors or other representatives of such Person.

“Sale Order” means an order or orders of the Bankruptcy Court, in form and substance acceptable to Buyer, approving, among other things, the sale of the Transferred Assets to Buyer on the terms and conditions set forth herein pursuant to sections 363 and 365 of the Bankruptcy Code, and approving and authorizing Seller Parent and Seller Parties to consummate the Transactions.

“Sanctioned Person” means any Person who is the target of Sanctions, including by virtue of being (a) listed on any Sanctions-related list of designated or blocked persons; (b) a Government Authority of, resident in, or organized under the Laws of a country or territory that is the target of comprehensive Sanctions (as of the Original Agreement Date, Cuba, Iran, North Korea, Syria, and the Crimea region and so-called Donetsk People’s Republic and Luhansk People’s Republic in Ukraine); or (c) 50% or more owned or controlled by any of the foregoing.

“Sanctions” means trade, economic and financial sanctions Laws, regulations, embargoes, and restrictive measures, including those administered, enacted or enforced by (a) the United States (including the Department of Treasury, Office of Foreign Assets Control), (b) the European Union and enforced by its member states, (c) the United Nations or (d) His Majesty’s Treasury.

“Securities Act” means the Securities Act of 1933.

“Seller Guarantees” means, collectively, all letters of credit, guarantees, surety bonds, performance bonds and other financial assurance obligations issued or entered into by or on behalf of (or for the account of) Seller Parent or any of its Affiliates in connection with the Business as set forth in Schedule 6.09.

“Seller Parent Fundamental Representations” means the representations and warranties set forth in Section 4.01, Section 4.03 and Section 4.16.

“Seller Transaction Agreements” means this Agreement and each other Transaction Agreement to which any Seller Party is a party thereto.

“Seller Transaction Expenses” means the fees, costs and expenses (including any advisors, experts, consultants and legal, accounting and financial advisory expenses) incurred or owed by any Seller Party in connection with or related to the authorization, preparation, negotiation, execution and performance of this Agreement or any Seller Transaction Agreement or the Transaction or the Seller Transactions or the sale process relating to the potential sale of the Business.

“Seller Transactions” means the transactions contemplated by the Seller Transaction Agreements.

“Shared Customer Contract” means the executory Contracts set forth on Schedule 6.10; *provided, however*, that the Seller Parties shall be permitted to deliver one or more updates to Schedule 6.10 prior to the Designation Deadline.

“Software” means computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, protocols, and specifications.

“Specified Reverse Termination Amount” means an amount equal to \$38,460,000.

“State PUC” means any state public service commission, public utilities commission, utilities board or similar state agency responsible for regulating the communications industry within a particular state having regulatory authority over communications services or the ownership or operation of communications facilities or networks.

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

“Subsidiary” of any specified Person means any other Person of which such first Person owns (either directly or through one or more other Subsidiaries) a majority of the outstanding equity securities or securities carrying a majority of the voting power in the election of the board of directors or other governing body of such Person, and with respect to which entity such first Person is not otherwise prohibited contractually or by other legally binding authority from exercising Control.

“Supplemental Financial Statements” means the unaudited consolidated balance sheet and related statements of income and cash flows of Seller Parent for each fiscal quarter ending after the Balance Sheet Date and at least (a) forty-five (45) days prior to the Closing Date, with respect to each of the first three fiscal quarters of a fiscal year of Seller Parent and (b) sixty (60) days prior to the Closing Date, with respect to the last fiscal quarter of a fiscal year of Seller Parent.

“Systems” means all information technology, infrastructure, systems, servers, databases, Software, firmware, computer hardware, networks, websites, servers, peripherals and all telecommunications and network assets and equipment and other similar or related items of automated, computerized, and/or software systems, infrastructure, and assets or equipment.

“Tax” or **“Taxes”** means (a) all federal, state, local, foreign and other taxes, customs, duties, charges, fees, levies, penalties or other assessments, fees, unclaimed property and escheat payments, and other governmental charges imposed by any Government Authority, including any income, excise, gross receipts, ad valorem, value-added (including VAT), sales, use, production, employment, unemployment, severance, franchise, profits, registration, license, lease, service, service use, environmental, recording, documentary, telecommunications, filing, permit or authorization, stamp, business and occupation, gains, property, leasing, transfer, payroll, intangibles or other taxes, together with any interest and any penalties, additions to tax or additional amounts imposed by any Taxing Authority with respect thereto and (b) any liability in

respect of the foregoing as a result of any obligation to indemnify any other Person, by operation of Law, as transferee or successor, by contract or otherwise.

“Tax Returns” means all returns and reports (including elections, declarations, disclaimers, notices, disclosures, schedules, estimates, claims (including claims for refunds) and information returns) supplied or required to be supplied to a Taxing Authority relating to Taxes.

“Taxing Authority” means any federal, state, local, or foreign jurisdiction (including any subdivision and any revenue agency of a jurisdiction) imposing Taxes and the agencies, if any, charged with the collection of such Taxes for such jurisdiction.

“Technology” means all technology, Software, designs, procedures, models, discoveries, processes, techniques, methods, ideas, know-how, research and development, tools, specifications, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship, and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings.

“Trademarks” means all trademarks, service marks, trade names, corporate names, trade dress, logos, brand names and other indicators of source or origin (including “look and feel”), including all applications, registrations, extensions and renewals of the foregoing and all goodwill associated with the foregoing.

“Transaction Agreements” means this Agreement, the TSA, the Bill of Sale, Assignment and Assumption Agreement, the Deeds, the Transferred Leased Property Assignment and Assumption Agreement, the IP Assignment Agreement, the Escrow Agreement, the Letters of Credit, the Limited Guarantee and any other agreements, instruments or documents required to be delivered at the Closing, in each case including all exhibits and schedules thereto and all amendments thereto made in accordance with the respective terms thereof.

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

“Transfer Taxes” means all sales, use, excise, gross receipts (other than gross receipts taxes in the nature of an income tax), transfer, stamp, and value added (including VAT) Taxes and all, recording, documentary and filing fees imposed by any Government Authority with respect thereto in connection with the purchase and sale of the Transferred Assets pursuant to this Agreement.

“Transferred Books and Records” means all books, records, data (including Personal Data), files and papers, whether in hard copy or computer format, including sales and promotional literature, manuals and data, sales and purchase correspondence, customer lists, lists of suppliers, Tax Returns and records, and personnel and employment records, that are primarily related to the Transferred Assets.

“U.S.” means the United States of America.

“Willful Breach” means any material breach of this Agreement that is the consequence of an action or omission by such breaching party that actually knew that the acting

of such action or the failure to take such action would be or cause a material breach of this Agreement. For the avoidance of doubt, Willful Breach shall exclude any action or failure to take any action that constitutes Funding Willful Breach.

“**Wind-Up Date**” means the earlier to occur of (a) the date upon which all of the Seller Parties’ corporate or limited liability company existences cease to exist, and (b) December 31, 2026.

Accounting Firm	Section 3.01(c)
Action.....	Exhibit A
Actual Completion Capex.....	Exhibit A
Adjustment Escrow Account	Section 3.01(b)(i)
Adjustment Escrow Amount.....	Section 3.01(b)(i)
Affiliate	Exhibit A
Aggregate Per Diem Amount.....	Section 6.04(h)
Aggregate Purchase Price	Section 3.01(a)
Agreed Financial Budget	Exhibit A
Agreement.....	Exhibit A
Agreement Date	Preamble
Allocation Dispute Resolution Period	Section 3.04
Alternative Financing.....	Section 6.12(d)
Alternative Transaction.....	Exhibit A
Anti-Corruption Laws.....	Exhibit A
Antitrust Laws.....	Exhibit A
As Adjusted Closing Payment	Section 3.01(e)(i)
Assumed Employee Plans.....	Exhibit A
Assumed Liabilities	Section 2.01(c)
Auction.....	Section 8.04
Audited Financial Statements	Section 4.04(a)
Available Contract Schedule.....	Section 2.04(b)
Avoidance Actions.....	Exhibit A
Back-up Termination Date.....	Exhibit A
Balance Sheet Date	Section 4.04(a)
Bankruptcy and Equity Exception	Exhibit A
Bankruptcy Cases.....	Preliminary Statements
Bankruptcy Code	Preliminary Statements
Bankruptcy Court.....	Preliminary Statements
Base Price.....	Section 3.01(a)
Bid Deadline	Exhibit A
Bidding Procedures Motion	Exhibit A
Bidding Procedures Order.....	Exhibit A
Bill of Sale, Assignment and Assumption Agreement	Section 3.03(a)(iii)

Binder Agreement	Section 6.13(a)
Break-Up Fee	Section 8.01
BTOP	Exhibit A
BTOP Applications	Exhibit A
BTOP Grants	Exhibit A
Budgeted Capex	Exhibit A
Budgeted Capex Shortfall	Exhibit A
Business	Exhibit A
Business Day	Exhibit A
Business Intellectual Property	Exhibit A
Business Registered IP	Exhibit A
Business Systems	Exhibit A
Business Technology	Exhibit A
Buyer	Preamble
Buyer Arrangements	Section 6.11
Buyer Parent	Preamble
Buyer Parent Specified Persons	Exhibit A
Buyer Plans	Section 6.08(c)(ii)
Buyer Released Parties	Section 7.07(a)
Buyer Releasing Party	Section 7.07(c)
Buyer Savings Plan	Section 6.08(e)
Buyer Transaction Agreements	Exhibit A
Buyer Transactions	Exhibit A
Buyer's Estimated Closing Statement	Section 3.01(b)(i)
Buyer's Initial Notice of Disagreement	Section 3.01(b)(i)
Capex Measurement Period	Exhibit A
Cash	Exhibit A
Causes of Action	Exhibit A
CFIUS Escrowed Amount	Section 6.04(h)
Change	Exhibit A
Closing	Section 2.03
Closing Conditions	Exhibit A
Closing Date	Section 2.03
Closing Deposit Amount	Section 3.01(a)
Closing Payment	Section 3.01(a)
COBRA	Exhibit A
Code	Exhibit A
Commercially Reasonable Terms	Section 6.12(d)
Commitment Letters	Section 5.05(a)
Communications Laws	Exhibit A
Competing Bid	Section 8.02
Confidentiality Agreements	Exhibit A
Consent	Exhibit A

Contract.....	Exhibit A
Contracting Parties.....	Section 12.18(a)
Control	Exhibit A
Covered Employee.....	Exhibit A
Crystallization Date	Section 3.01(b)(ii)
Cure Costs.....	Exhibit A
Cure Notice	Section 2.04(b)
Cut-Off Date	Section 2.02
Dataroom.....	Section 4.24(b)
Debt.....	Exhibit A
Debt Commitment Letters.....	Section 5.05(a)
Debt Financing.....	Section 5.05(a)
Debt Financing Source Provisions.....	Exhibit A
Debt Financing Sources	Exhibit A
Deed(s).....	Section 3.03(a)(vii)
Deposit Escrow Account.....	Section 3.02(a)
Deposit Escrowed Amount	Section 3.02(a)
Deposit Escrowed Funds.....	Section 3.02(c)
Deposits.....	Exhibit A
Designation Deadline.....	Section 2.04(d)
DIP Credit Agreement	Exhibit A
DIP Lender.....	Exhibit A
Disclosure Schedules	Exhibit A
Disputed Item Percentage	Exhibit A
Disputed Items	Section 3.01(b)(ii)
Effective Date	Section 2.02
Effective Time	Exhibit A
Employee Plans.....	Exhibit A
Employment Terms.....	Section 6.08(a)
Enforcement Expenses.....	Section 11.03(b)
Environmental Law.....	Exhibit A
Environmental Permit	Exhibit A
Equity Commitment Letter	Section 5.05(a)
Equity Financing.....	Section 5.05(a)
ERISA	Exhibit A
Escrow Agent.....	Section 3.02(a)
Escrow Agreement.....	Exhibit A
Escrow Funding Date.....	Section 6.04(h)
Estimated Closing Payment	Section 3.01(b)(i)
Estimated Closing Statement	Section 3.01(b)(i)
Excluded Assets	Section 2.01(b)
Excluded Benefits	Section 6.08(a)
Excluded Business	Exhibit A

Excluded Contracts	Section 2.01(b)(i)
Excluded Liabilities	Section 2.01(d)
Executory Contract	Exhibit A
Exhibits	Exhibit A
Ex-Im Laws.....	Exhibit A
Expense Reimbursement.....	Section 8.01
Expense Reimbursement Amount.....	Section 3.01(a)
FCC	Exhibit A
FCC Applications.....	Exhibit A
FCC Approval.....	Exhibit A
FCC Deemed Affiliate	Exhibit A
Fee Letter	Section 5.05(a)
Final Specified Disputed Item Amount	Section 3.01(c)(ii)
Financial Statements	Section 4.04(a)
Financing.....	Section 5.05(a)
First Extension Outside Date	Section 11.01(d)
Former Covered Employees	Exhibit A
Fraud	Exhibit A
Funding Willful Breach	Exhibit A
Funding Willful Breach Cap.....	Exhibit A
GAAP.....	Exhibit A
Government Approvals.....	Section 6.04(a)
Government Authority	Exhibit A
Government Contract.....	Exhibit A
Greater Disputed Item Amount.....	Exhibit A
Guaranteed Obligations	Section 12.10
Hazardous Materials	Exhibit A
Holdback Contract	Section 2.02
HSR Act.....	Exhibit A
IL Divested Business	Exhibit A
IL Divested Business Assets.....	Exhibit A
IL Divested Business Liabilities	Exhibit A
IL Divestiture APA	Exhibit A
Incremental Escrowed Funds.....	Section 6.04(h)
Initial Outside Date	Section 11.01(d)
Insurance Policies	Exhibit A
Insurance Policy Claims	Section 7.06
Intellectual Property.....	Exhibit A
Intercompany	Exhibit A
Interim Arrangement.....	Section 2.02
Inventory	Section 2.01(a)(xii)
IP Assignment Agreement	Section 3.03(a)(iv)
IRS	Exhibit A

IRU Agreements	Exhibit A
IRUs	Exhibit A
Joint Written Instructions.....	Exhibit A
Knowledge of Seller Parent	Exhibit A
Labor Agreement	Section 4.11(a)(ii)
Latest Balance Sheet.....	Section 4.04(a)
Law	Exhibit A
LC Draw Certification	Section 3.02(a)
LC Issuer.....	Exhibit A
LC Outside Date	Section 3.02(a)
Lenders.....	Section 5.05(a)
Lesser Item Amount.....	Exhibit A
Letter of Credit Amount.....	Exhibit A
Letter of Credit Funding	Section 11.03(b)
Letters of Credit	Exhibit A
Liabilities	Exhibit A
Liabilities Consideration.....	Section 3.01(a)
Lien.....	Exhibit A
Limited Guarantee.....	Section 4.24
Lookback Date.....	Exhibit A
Material Adverse Effect.....	Exhibit A
Material Contracts.....	Section 4.11(a)
Measurement Date	Section 3.01(b)(i)
MO Divested Business.....	Exhibit A
MO Divested Business Assets	Exhibit A
MO Divested Business Liabilities	Exhibit A
MO Divestiture	Exhibit A
Negative Adjustment Amount	Section 3.01(e)(iv)
Net Disputed Item Amount.....	Exhibit A
NOAA	Exhibit A
Non-party Affiliates	Section 12.18(a)
Non-Separated Contract.....	Section 6.10(c)
Notice of Disagreement	Section 3.01(b)(ii)
NTIA	Exhibit A
NTIA/NOAA Approval	Exhibit A
Order	<u>Exhibit A</u>
Ordinary Course of Business	Exhibit A
Original Agreement	Preliminary Statements
Original Agreement Date.....	Preliminary Statements
Original Equity Commitment Letter.....	Section 6.12(g)
Organizational Documents.....	Exhibit A
Outside Date.....	Section 11.01(d)
PA Business	Exhibit A

Parent Section 5.05(a)
 Parties..... Preamble
 Per Diem Amount Section 6.04(h)
 Permits Exhibit A
 Permitted Liens Exhibit A
 Person..... Exhibit A
 Personal Data Exhibit A
 Petition Date..... Exhibit A
 Physical Network Section 4.15(c)
 Plan Confirmation Date Section 2.02
 Positive Adjustment Amount..... Section 3.01(e)(ii)
 [REDACTED]
 Pre-Closing Period Exhibit A
 Prior Counsel Section 12.20
 Privacy Laws..... Exhibit A
 Pro Rata Annual Bonus Amount..... Section 6.08(j)
 Processing Exhibit A
 Prohibited Amendments..... Section 6.12(c)
 Purchase Price Allocation Section 3.04
 R&W Insurance Policy Section 6.13(a)
 Released Parties Section 7.07(c)
 Replacement Guarantees..... Section 6.09
 Representative..... Exhibit A
 Required Financing Amount..... Section 5.05(e)
 Resolution Period..... Section 3.01(b)(ii)
 Retained Set-Off Right Section 2.01(b)(xx)
 Sale Order Exhibit A
 Sample Statement..... Section 3.01(b)(i)
 Sanctioned Person..... Exhibit A
 Sanctions Exhibit A
 Satisfaction Date Section 2.03
 Second Extension Outside Date..... Section 11.01(d)
 Securities Act Exhibit A
 Seller 401(k) Plan Section 6.08(e)
 Seller Claims Section 7.07(a)
 Seller Group..... Section 12.20
 Seller Guarantees Exhibit A
 Seller Parent..... Preamble
 Seller Parent Fundamental Representations..... Exhibit A
 Seller Parent’s Bankers Section 4.16
 Seller Party..... Preliminary Statements
 Seller Related Parties Section 6.13(c)
 Seller Releasing Party Section 7.07(a)

Seller Transaction Agreements	Exhibit A
Seller Transaction Expenses	Exhibit A
Seller Transactions	Exhibit A
Separated Business Contract	Section 6.10(a)
Severance Arrangements	Section 6.08(a)
Shared Contract Designation Notice	Section 6.10(a)
Shared Customer Contract	Exhibit A
Software	Exhibit A
Sole Closing Condition Date	Section 6.04(h)
Specified 2.02 Contract	Section 2.02
Specified 6.10 Contract	Section 6.10(a)
Specified Reverse Termination Amount	Exhibit A
Specified Termination	Section 11.03(b)
Specified Unresolved Disputed Items	Section 3.01(c)
State PUC	Exhibit A
Subrogation Waiver Provision	Section 6.13(c)
Subsidiary	Exhibit A
Supplemental Financial Statements	Exhibit A
Surviving Covenants	Section 12.04
Surviving Provisions	Section 11.03(a)
Systems	Exhibit A
Target Closing Date	Section 6.04(h)
Tax Returns	Exhibit A
Tax(es)	Exhibit A
Taxing Authority	Exhibit A
Technology	Exhibit A
Termination Payment	Section 8.01
Third Party Beneficiary Provision	Section 6.13(c)
Third Party Consents	Section 6.05
Top Customers	Section 4.21
Top Vendors	Section 4.21
Trademarks	Exhibit A
Transaction Agreements	Exhibit A
Transaction Dispute	Section 12.14
Transactions	Exhibit A
Transfer Taxes	Exhibit A
Transferred Assets	Section 2.01(a)
Transferred Books and Records	Exhibit A
Transferred Contracts	Section 2.01(a)(iii)
Transferred Employee	Section 6.08(a)
Transferred Executory Contract	Section 2.04(d)
Transferred Leased Property Assignment and Assumption Agreement	Section 3.03(a)(iii)
Transferred Leased Real Property	Section 2.01(a)(ii)

Transferred Leases	Section 2.01(a)(ii)
Transferred Owned Real Property	Section 2.01(a)(i)
Transferred Permits	Section 2.01(a)(v)
Transferred Real Property	Section 2.01(a)(ii)
TSA	Section 3.03(a)(v)
U.S.	Exhibit A
Undisclosed Contract	Section 2.04(c)
Waived 280G Benefits	Section 6.11
Waiving Parties	Section 12.20
WARN Act	Section 4.13(g)
Willful Breach	Exhibit A
Wind-Up Date	Exhibit A

Exhibit B

Form of Bill of Sale, Assignment and Assumption Agreement

(See attached)

Exhibit C

Form of Transferred Leased Property Assignment and Assumption Agreement

(See attached)

Exhibit D

Form of IP Assignment Agreement

(See attached)

Exhibit E
Form of Transition Services Agreement
(See attached)

Exhibit G

Equity Commitment Letter

(See attached)

[To be filed under seal]

Exhibit F

Debt Commitment Letter

(See attached)

Exhibit H

LETTERS OF CREDIT

(See attached)

Exhibit I

Agreed Financial Budget

(See attached)

Exhibit J

Sample Statement

(See attached)¹

¹ **Note to Draft:** The body of Exhibit J to include the following: *"The amounts set forth in this Exhibit J as at the Agreement Date have been included for illustrative purposes only. The Closing Payment (and all components thereof) shall be determined in accordance with the terms and provisions of the Agreement. For the avoidance of doubt, in the event of an inconsistency between this Exhibit J and the Agreement, the terms of the Agreement shall control."*

Exhibit K

Form of LC Draw Certification

(See attached)

Exhibit L

Specified Matters

[To be filed under seal]

[Redacted]

Schedule A

SELLER PARTIES

1. Midwest Fiber Acquisition TopCo LLC
2. Midwest Fiber Acquisition MidCo1 LLC
3. Midwest Fiber Acquisition LLC
4. Everstream Solutions LLC
5. Everstream GLC Holding Company, LLC
6. Everstream Networks LLC
7. American Fiber Comm L.L.C.
8. HRS Internet, LLC
9. Lynx Network Group, Inc.
10. 15955 State Street LLC
11. Rocket Fiber LLC
12. Lynx Fiber One, LLC
13. Lynx Fiber Two, LLC

Exhibit B

Redline

AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

dated as of ~~May 22~~ July 25, 2025
by and among

Midwest Fiber Holdings LP, as Seller Parent,

Bluebird MidWest, LLC, as Buyer,

and, solely for purposes of Section 6.04 and Article XII, MIP IV MidWest Fiber Parent, LLC, as
Buyer Parent

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS	1
Section 1.01. Certain Defined Terms	1
ARTICLE II PURCHASE AND SALE; CLOSING	2
Section 2.01. Purchase and Sale of Transferred Assets	2
Section 2.02. Assignment of Certain Transferred Contracts	9
Section 2.03. Closing	10
Section 2.04. Designated Contracts, Cure Costs	10
Section 2.05. Withholding	12
Section 2.06. Deposits	12
ARTICLE III PURCHASE PRICE	13
Section 3.01. Aggregate Purchase Price; Closing Statement	13
Section 3.02. Closing Payment Deposit; Letters of Credit	18
Section 3.03. Certain Closing Deliverables	19
Section 3.04. Purchase Price Allocation	<u>2+20</u>
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER PARENT	<u>2221</u>
Section 4.01. Formation and Authority of the Seller Parties; Enforceability	<u>2221</u>
Section 4.02. No Conflict	22
Section 4.03. Consents and Approvals	23
Section 4.04. Financial Information; Absence of Undisclosed Liabilities	23
Section 4.05. Absence of Certain Changes or Events	24
Section 4.06. Absence of Litigation	24
Section 4.07. Compliance with Laws; Permits	24
Section 4.08. Certain Business Practices	25
Section 4.09. Intellectual Property; Privacy and Data Security	26
Section 4.10. Environmental Matters	28
Section 4.11. Material Contracts	29
Section 4.12. Government Contracts	<u>3231</u>
Section 4.13. Employment and Employee Benefits Matters	32
Section 4.14. Taxes	35

Section 4.15.	Real Property.....	36
Section 4.16.	Brokers.....	37
Section 4.17.	Title.....	37
Section 4.18.	Insurance.....	37
Section 4.19.	Sufficiency of Assets.....	38
Section 4.20.	Affiliate Transactions.....	38
Section 4.21.	Top Customers and Top Vendors.....	38
Section 4.22.	Inventory.....	39
Section 4.23.	Available Contract Schedule.....	39
Section 4.24.	No Other Representations or Warranties.....	39
ARTICLE V REPRESENTATIONS AND WARRANTIES OF BUYER.....		40
Section 5.01.	Formation and Authority of Buyer; Enforceability.....	40
Section 5.02.	No Conflict.....	40
Section 5.03.	Consents and Approvals.....	41
Section 5.04.	Absence of Restraints; Compliance with Laws.....	41
Section 5.05.	Financial Ability.....	41
Section 5.06.	Brokers.....	43
Section 5.07.	Investigation.....	43
<u>Section 5.08.</u>	<u>Limited Guarantee</u>	<u>44</u>
Section 5.08 <u>9</u> .	No Other Representations or Warranties.....	44
ARTICLE VI ADDITIONAL AGREEMENTS.....		<u>4445</u>
Section 6.01.	Conduct of Business Before the Closing.....	<u>4445</u>
Section 6.02.	Access to Information.....	48
Section 6.03.	Confidentiality.....	49
Section 6.04.	Regulatory Approvals.....	51
Section 6.05.	Third Party Consents.....	<u>5355</u>
Section 6.06.	Certain Capital Expenditures.....	<u>5455</u>
Section 6.07.	Bulk Transfer Laws.....	<u>5455</u>
Section 6.08.	Employee Matters.....	<u>5456</u>
Section 6.09.	Guarantees; Other Obligations.....	<u>5960</u>
Section 6.10.	Shared Customer Contracts.....	<u>5961</u>
Section 6.11.	Section 280G.....	<u>6163</u>

Section 6.12.	Financing.....	<u>6264</u>
Section 6.13.	R&W Insurance Policy.....	<u>6668</u>
ARTICLE VII CERTAIN POST-CLOSING COVENANTS.....		<u>6768</u>
Section 7.01.	Post-Closing Access.....	<u>6768</u>
Section 7.02.	Intellectual Property Matters.....	<u>6971</u>
Section 7.03.	Further Assurances; Receipt of Misdirected Assets.....	<u>7071</u>
Section 7.04.	Preservation of Books and Records.....	<u>7172</u>
Section 7.05.	Certain Transitional Matters.....	<u>7172</u>
Section 7.06.	Insurance.....	<u>7173</u>
Section 7.07.	Mutual Release.....	<u>7273</u>
Section 7.08.	No Successor Liability.....	<u>7475</u>
ARTICLE VIII BANKRUPTCY PROVISIONS.....		<u>7475</u>
Section 8.01.	Approval of Break-Up Fee and Expense Reimbursement.....	<u>7475</u>
Section 8.02.	Competing Transaction.....	<u>7576</u>
Section 8.03.	Bankruptcy Court Filings.....	<u>7577</u>
Section 8.04.	Back-up Bidder.....	<u>7678</u>
Section 8.05.	Bankruptcy Milestones.....	<u>7778</u>
ARTICLE IX TAX MATTERS.....		<u>7778</u>
Section 9.01.	Transfer Taxes.....	<u>7778</u>
Section 9.02.	Tax Allocations.....	<u>7779</u>
Section 9.03.	Tax Cooperation.....	<u>7879</u>
Section 9.04.	Post-Closing Actions.....	<u>7880</u>
Section 9.05.	Survival.....	<u>7880</u>
Section 9.06.	Adjustment to Aggregate Purchase Price.....	<u>7880</u>
ARTICLE X CONDITIONS TO CLOSING.....		<u>7980</u>
Section 10.01.	Conditions to Obligations of Seller Parent.....	<u>7980</u>
Section 10.02.	Conditions to Obligations of Buyer.....	<u>7981</u>
Section 10.03.	Frustration of Closing Conditions.....	<u>8182</u>
Section 10.04.	Waiver of Closing Conditions.....	<u>8182</u>
ARTICLE XI TERMINATION.....		<u>8182</u>
Section 11.01.	Termination.....	<u>8182</u>

Section 11.02.	Notice of Termination.....	8385
Section 11.03.	Effect of Termination; Exclusive Remedy.....	8385
ARTICLE XII MISCELLANEOUS.....		8789
Section 12.01.	Rules of Construction.....	8789
Section 12.02.	Expenses.....	8991
Section 12.03.	Notices.....	8991
Section 12.04.	Survival.....	9092
Section 12.05.	Limitation on Liability.....	9192
Section 12.06.	Public Announcements.....	9193
Section 12.07.	Severability.....	9293
Section 12.08.	Assignment.....	9293
Section 12.09.	No Third-Party Beneficiaries.....	9294
Section 12.10.	Parent Guarantee.....	9394
Section 12.11.	Entire Agreement.....	9394
Section 12.12.	Amendments.....	9395
Section 12.13.	Waiver.....	9395
Section 12.14.	Governing Law.....	9495
Section 12.15.	Dispute Resolution; Consent to Jurisdiction.....	9496
Section 12.16.	WAIVER OF JURY TRIAL.....	9596
Section 12.17.	Remedies; Specific Performance.....	9597
Section 12.18.	Non-Recourse.....	9698
Section 12.19.	Disclosure Schedules and Exhibits.....	9799
Section 12.20.	Provision Respecting Legal Representation.....	9899
Section 12.21.	Privilege.....	98100
Section 12.22.	Counterparts.....	99100
<u>Section 12.23.</u>	<u>Amendment and Restatement.....</u>	<u>100</u>

EXHIBITS

Exhibit A	Definitions
Exhibit B	Form of Bill of Sale, Assignment and Assumption Agreement
Exhibit C	Form of Transferred Leased Property Assignment and Assumption Agreement
Exhibit D	Form of IP Assignment Agreement
Exhibit E	Form of Transition Services Agreement
Exhibit F	Debt Commitment Letter
Exhibit G	Equity Commitment Letter
Exhibit H	Letters of Credit
Exhibit I	Agreed Financial Budget
Exhibit J	Sample Statement
Exhibit K	Form of Letter of Credit Draw Certification
Exhibit L	Specified Matters

SCHEDULES

Schedule A	Seller Parties
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AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

This AMENDED AND RESTATED ASSET PURCHASE AGREEMENT, dated as of ~~May 22~~July 25, 2025 (the "Agreement Date"), is made by and among Midwest Fiber Holdings LP, a Delaware limited partnership ("Seller Parent"), Bluebird MidWest, LLC, a Delaware limited liability company ("Buyer", and, together with Seller Parent, the "Parties"), and solely for the purposes of Section 6.04 and Article XII, MIP IV MidWest Fiber Parent, LLC, a Delaware limited liability company ("Buyer Parent").

PRELIMINARY STATEMENTS

A. On May 22, 2025 (the "Original Agreement Date"), the Parties, and solely for the purposes of Section 6.04 and Article XII therein, Buyer Parent, entered into that certain Asset Purchase Agreement (the "Original Agreement");

AB. Promptly following the execution of ~~this~~the Original Agreement, Seller Parent and certain of its Affiliates ~~intend to file~~ voluntary petitions for relief under title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (such court, the "Bankruptcy Court", and such cases, "Bankruptcy Cases").

BC. Seller Parent owns and controls, directly or indirectly, the Persons set forth on Schedule A (Seller Parent and each such Person individually, a "Seller Party", and collectively, the "Seller Parties").

CD. The Seller Parties are engaged in, or hold assets or liabilities relating to, the Business.

DE. Seller Parent desires to, and desires to cause the other Seller Parties to, sell to Buyer, and Buyer desires to purchase from the Seller Parties, all of the Transferred Assets, and Buyer desires to assume the Assumed Liabilities, in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, sections 105, 363 and 365 of the Bankruptcy Code, in each case on the terms and subject to the conditions set forth in this Agreement.

F. This Agreement amends and restates in its entirety the Original Agreement.

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

ARTICLE I

DEFINITIONS

Section 1.01. Certain Defined Terms. Capitalized terms used in this Agreement have the meanings specified in Exhibit A and Exhibit L.

ARTICLE II

PURCHASE AND SALE; CLOSING

Section 2.01. Purchase and Sale of Transferred Assets.

(a) Transferred Assets. On the terms and subject to the conditions set forth in this Agreement and subject to the exclusions set forth in Section 2.01(b) and Section 2.02 and subject to Section 6.10 (as applicable), at the Closing, Seller Parent shall, and shall cause each other Seller Party to, sell, convey, assign, transfer, and deliver to Buyer, and Buyer shall purchase, acquire, and accept from each such Seller Party, free and clear of all Liens (except for Permitted Liens) all of such Seller Party's right, title, and interest in and to all of the assets, properties, and rights (whether tangible or intangible) owned, used, held for use, leased, or otherwise employed by such Seller Party primarily related to the operation of the Business (other than the Excluded Assets (as defined below)) as the same shall exist immediately prior to the Closing (collectively, the "Transferred Assets"), including:

(i) all real property owned in fee by any Seller Party and related to the Business (including the real property set forth on Schedule 2.01(a)(i)) held by such Seller Party, together with (to the extent of such Seller Party's interest therein) all buildings, structures, improvements, facilities, fixtures, and appurtenances thereto, and all rights in respect thereof, and all servitudes, easements, rights-of-way, and other surface use agreements and water use agreements, if any, related thereto (the "Transferred Owned Real Property"), in each case, other than as included in the Excluded Asset;

(ii) (A) subject to Section 2.04(d), the real property that is leased by any Seller Party, in each case, granting such Seller Party a valid leasehold or subleasehold estate or other right to use or occupy such real property which is related to the Business (including the real property set forth on Schedule 2.01(a)(ii)(A)) (the "Transferred Leased Real Property", together with the Transferred Owned Real Property, collectively, the "Transferred Real Property") and all rights in respect thereof (including, to the extent assignable or transferable, all options and rights of first refusal) and all tenements, hereditaments, appurtenances, and other property rights appertaining thereto (such leases, subleases, licenses, and other agreements pursuant to which any Seller Party holds any Transferred Leased Real Property, including the right to all security deposits and other amounts and instruments deposited by or on behalf of applicable Seller Party thereunder, the "Transferred Leases"), in each case, other than to the extent an Excluded Asset and (B) the easements, fiber optic networks, cabling, and other fixed network-related assets displayed on the KMZ Map, including without limitation the easements set forth on Schedule 2.01(a)(ii)(B), in each case, other than to the extent an Excluded Asset;

(iii) subject to Section 2.04(d), (A) all non-Executory Contracts set forth on Schedule 2.01(a)(iii)(A), (B) all the BTOP Grants, (C) all Separated Business Contracts, and (D) all Executory Contracts set forth on Schedule 2.01(a)(iii)(D), in each case excluding, as of and following the Cut-Off Date, (x) any Specified 2.02 Contracts and Specified 6.10 Contracts, in each case for which Buyer's consent has not been obtained, or any other Holdback Contracts or Non-Separated Contracts that have not otherwise been properly separated and/or assigned to Buyer, in accordance with Section 2.02 or Section 6.10, respectively, as of the

Cut-Off Date and/or are Excluded Contracts hereunder and (y) Contracts that the Parties mutually determine would reasonably be expected (I) to cause the conditions set forth in Section 10.01(b) and/or Section 10.02(b) not to be satisfied, or (II) otherwise require additional approval from or filing with any Government Authority and/or reasonably be expected to implicate additional scrutiny therefrom (the Contracts in clauses (A), (B), (C), and (D), collectively with the Transferred Leases, the "Transferred Contracts");

(iv) to the maximum extent permitted by the Bankruptcy Code or other applicable Law, the IRUs related to the IRU Agreements that are set forth on Schedule 2.01(a)(iv);

(v) to the maximum extent permitted by the Bankruptcy Code or other applicable Law, all Permits, including all Communications Permits and Environmental Permits, to the extent that such Permits are primarily related to the Business, including the ownership or operation thereof (the "Transferred Permits"), in each case, other than as included in the Excluded Assets;

(vi) (A) all rights of such Seller Party under or pursuant to all warranties, representations, and guarantees made by suppliers, manufacturers, contractors for other third parties to the extent pertaining to any Transferred Assets or (B) all rights and defenses pertaining to any Assumed Liability;

(vii) (A) all Business Intellectual Property (including the Business Registered IP set forth on Schedule 2.01(a)(vii)), along with (1) all income, royalties, damages and payments due or payable to any Seller Party as of the Closing or thereafter, including damages and payments for past, present or future infringements or misappropriations thereof, (2) the right to sue and recover for past infringements or misappropriations thereof, (3) any and all corresponding rights that, now or hereafter, may be secured throughout the world, and (4) all copies and tangible embodiments of any such Business Intellectual Property in any Seller Party's possession or control, (B) Business Technology, and (C) Business Systems, in each case of clauses (A), (B) and (C), other than to the extent scheduled as Excluded Assets;

(viii) all Assumed Employee Plans and any and all assets, trusts, funding vehicles and administrative services or other contracts or property related thereto;

(ix) to the extent not included as a Transferred Contract, (A) all non-competition, non-solicitation and restrictive covenant agreements and arrangements that are primarily related to the Business, and (B) all invention assignments and work made for hire provisions, in each case, arising by operation of Law or Contract with respect to the relationship between any Seller Party and any Covered Employee or Former Covered Employee and that are primarily related to the Business;

(x) to the maximum extent permitted by the Bankruptcy Code or applicable Law (including Privacy Laws and the published privacy policies of the applicable Seller Party in effect as of the ~~date of this~~ Original Agreement Date), the Transferred Books and Records;

(xi) all tangible personal property and interests therein owned by any Seller Party related to the Business, including furniture, furnishings, office equipment, communications equipment, vehicles, and other tangible personal property (including, rights, if any, in any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any other Person), in each case, other than to the extent scheduled as Excluded Assets;

(xii) all inventory used in connection with the Business, wherever located, including raw materials, works in progress, packaging, supplies, tooling and parts, whether held at any location or facility of any Seller Party or in transit to any Seller Party, in each case, as of the Closing Date, in each case, other than as included in the Excluded Assets (the "Inventory");

(xiii) the assets listed on Schedule 2.01(a)(xiii);

(xiv) all goodwill of the Business;

(xv) (A) all Avoidance Actions (other than D&O Avoidance Actions) primarily related to the Transferred Assets and/or Assumed Liabilities, including actions against vendors and service providers that are counterparties to Transferred Contracts or related to Assumed Liabilities; and (B) except for Retained Set-Off Rights, all rights, claims, Causes of Action, rights of recovery, rights of set-off, and rights of recoupment or other Action existing as of the Closing Date of any Seller Party against any Transferred Employee;

(xvi) all Causes of Action (including counterclaims) and defenses, including those arising in connection with the Bankruptcy Cases;

(xvii) all Deposits determined to be included as a Transferred Asset in accordance with Section 2.06; and

(xviii) to the extent not an Excluded Asset, for the avoidance of doubt, prepayments pursuant to Transferred Contracts or otherwise arising out of the Transferred Assets (as applicable).

(b) Excluded Assets. Notwithstanding anything to the contrary herein, the following assets of or in the possession of the Seller Parties (the "Excluded Assets") shall be retained by the Seller Parties and their respective Affiliates:

(i) subject to Section 2.04(d), all Contracts set forth on Schedule 2.01(b)(i) and those Contracts rejected in the Bankruptcy Cases prior to the Closing Date in accordance with this Agreement ("Excluded Contracts");

(ii) all accounts receivable owed to any Seller Party related to the Business prior to the Closing, including any Intercompany accounts receivable; *provided, however*, that unbilled amounts with respect to DISH that, as of the Closing Date, relate to future periods following the Closing Date, shall not be Excluded Assets (and shall be Transferred Assets);

- (iii) all Cash;
- (iv) other than the Transferred Owned Real Property and Transferred Leased Real Property, all right, title, and interest in and to any other owned or leased real property, together with all improvements, facilities, fixtures, and appurtenances thereto, and all rights in respect thereof, and all servitudes, easements, rights-of-way, other surface use agreements, and water use agreements related thereto and, with respect to any such real property, all rights in respect thereof (including all options and rights of first refusal) and all tenements, hereditaments, appurtenances, and other property rights appertaining thereto;
- (v) all Intellectual Property, Technology, and Systems set forth on Schedule 2.01(b)(v);
- (vi) all Personal Data that is nontransferable under the Bankruptcy Code or applicable Law (including Privacy Laws or under the privacy policies or notices of the applicable Seller Party in effect at the time of collection of such Personal Data);
- (vii) all claims, rights, or interests of the Seller Parties or their respective Affiliates in or to any refund, rebate, abatement, or other recovery for Taxes and any other Tax assets (including any Tax attributes), together with any interest due thereon or penalty rebate arising therefrom, in each case (A) based on net income that is imposed on the Seller Parties or any of their respective Affiliates, (B) allocable to the Seller Parties pursuant to Section 9.02 or (C) attributable to the Excluded Assets;
- (viii) all Tax Returns and other Tax records (including all related working papers) primarily related to (A) the Excluded Assets or (B) income Taxes of the Seller Parties or their respective Affiliates;
- (ix) all Insurance Policies and all rights of any nature with respect to any such Insurance Policy, including any recoveries thereunder and any rights to assert claims seeking any such recoveries;
- (x) all nontransferable Permits (provided that the Permits set forth on Schedule 2.01(b)(xi) are those known as of the Agreement Date by Seller Parent to be nontransferable);
- (xi) all rights and interests of any of the Seller Parties under the Transaction Agreements;
- (xii) all Employee Plans that are not Assumed Employee Plans, and any and all assets, trusts, funding vehicles, insurance policies and administrative service or other contracts or property related thereto;
- (xiii) (A) all minute books (and other similar corporate records) and stock records, (B) any books and records primarily related to the Excluded Assets, (C) any books and records or other materials of or in the possession of the Seller Parties that (I) any of the Seller Parties are required by Law or by Order of the Bankruptcy Court to retain or (II) any of the Seller Parties are prohibited by Law from delivering to Buyer, (D) any copies of any books and

records that (I) any of the Seller Parties reasonably believes are necessary to enable the Seller Parties to prepare or file Tax Returns or (II) any Seller Party and its Affiliates retain pursuant to Section 7.01(a); and (E) any books, records, files, or papers that are not Transferred Books and Records;

(xiv) (A) all records and reports prepared or received by any Seller Party or any of its Affiliates in connection with the sale of the Business or the Transactions or any other Transaction Agreement, including all analyses relating to the Business for purposes of the sale of the Business or the Transactions, or related to Buyer or any third-party bidder or potential purchaser, (B) all bids and expressions of interest received from third parties with respect to the Business, and (C) all privileged communications described in Section 12.21;

(xv) any warranties, representations, and guarantees primarily related to any Excluded Asset or rights and defenses primarily related to any Excluded Liability;

(xvi) all right, title and interest in and to all equity interests of any Person owned by any Seller Party;

(xvii) all assets or rights of every kind and description, in each case, to the extent used exclusively in connection with the PA Business, wherever located, whether real, personal, or mixed, tangible or intangible, that are owned by any Seller Party;

(xviii) the IL Divested Business Assets and the MO Divested Business Assets;

(xix) all inventory listed on Schedule 2.01(b)(xix);

(xx) all (A) D&O Avoidance Actions, (B) Avoidance Actions other than those set forth in Section 2.01(a)(xv), and (C) setoff or clawback rights that are set forth on Schedule 2.01(b)(xx) or that arise from Avoidance Actions in relation to any Liability that is not an Assumed Liability (each, a "Retained Set-Off Right"); and

(xxi) the assets listed on Schedule 2.01(b)(xxi).

(c) Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement and subject to the exclusions set forth in Section 2.01(d), as partial consideration for the Transferred Assets, upon the consummation of the Closing, Buyer shall, effective as of the Effective Time, assume and thereafter timely pay, discharge, and perform in accordance with their terms, only the following Liabilities, without duplication and only to the extent not paid prior to the Closing, and in each case excluding the Excluded Liabilities (the "Assumed Liabilities"):

(i) except as otherwise set forth in Section 2.01(c)(v) and Section 2.01(c)(vi), all Liabilities arising under any of the Transferred Contracts, in each case, solely to the extent arising from periods occurring on or after the Closing and relating (and only to the extent so relating) to facts, circumstances or occurrences first arising after the Closing and that do not arise from or relate to, and are not in connection with, any event, circumstance or condition occurring or existing at or prior to the Closing that, with or without notice or lapse of

time, would constitute or result in a breach, violation or default under applicable Law or any such Transferred Contracts by any Seller Party or any of their Affiliates;

(ii) 50% of all Liabilities with respect to Transfer Taxes;

(iii) all Liabilities accruing after the Closing, under Environmental Laws, including those relating in any way to the environment or natural resources, human health and safety, or Hazardous Materials;

(iv) all Liabilities relating to Buyer's ownership or operation of the Transferred Assets, to the extent arising from events, facts, or circumstances that occur from and after the Effective Time, solely to the extent arising from periods occurring on or after the Closing and relating (and only to the extent so relating) to facts, circumstances or occurrences first arising after the Closing and that do not arise from or relate to, and are not in connection with, any event, circumstance or condition occurring or existing at or prior to the Closing that, with or without notice or lapse of time, would constitute or result in a breach, violation or default under applicable Law or any such Transferred Contracts by any Seller Party or any of their Affiliates;

(v) all Liabilities arising under any finance lease that is a Transferred Contract (and excluding, for the avoidance of doubt, any Cure Costs related to any such finance lease that is a Transferred Contract);

(vi) amounts expressly required to be paid by Buyer pursuant to the terms of this Agreement;

(vii) any Liability expressly assumed by Buyer pursuant to Section 6.08; and

(viii) the Liabilities listed on Schedule 2.01(c)(viii).

(d) Excluded Liabilities. Notwithstanding any other provision of this Agreement, Buyer is not assuming or agreeing to pay or discharge, and the Seller Parties shall be solely and exclusively liable with respect to Liabilities of the Seller Parties or otherwise with respect to the Business or Excluded Business that are not Assumed Liabilities (the "Excluded Liabilities"), which shall include the following:

(i) except for Liabilities arising under finance leases that are Transferred Contracts or as otherwise set forth on Schedule 2.01(c)(viii), any Debt, including any Intercompany Debt;

(ii) any Liability to the extent related to or arising out of any Excluded Asset or the Excluded Business;

(iii) any Liability for (A) income Taxes of any of the Seller Parties or their respective Affiliates, or any combined, unitary, or consolidated group of which any of the foregoing is or was a member, (B) Taxes attributable to the Transferred Assets allocable to any Tax period or portion of any Straddle Period ending on or prior to the Closing Date (determined,

in the case of any Straddle Period, in accordance with Section 9.02), and (C) Taxes primarily related to the Excluded Assets;

(iv) any Liability expressly retained by the Seller Parties pursuant to Section 6.08 or the other express terms of this Agreement;

(v) all Liabilities for accounts payable or other accrued expenses or other accrued Liabilities of any kind owed by any Seller Party or any of their Affiliates as of or relating to prior to the Closing, including any Intercompany accounts payable;

(vi) the IL Divested Business Liabilities and the MO Divested Business Liabilities;

(vii) Liabilities relating to amounts to be paid by the Seller Parties pursuant to this Agreement, including brokers fees;

(viii) any Liabilities relating to any existing Liens (other than Permitted Liens);

(ix) any regulatory fees, franchise fees, universal service contributions, and right-of-way fees, including any late fees, penalties and interest arising from the foregoing which have not been timely or fully paid related to the Business or the ownership, operation or use of the Transferred Assets for any period on or before the Closing Date; *provided, however*, that this clause (ix) shall not include any filing fees that Buyer is expressly obligated to bear pursuant to Section 6.04(b) or Section 6.04(c);

(x) all Liabilities accruing prior to the Closing under Environmental Laws, including those relating in any way to the environment or natural resources, human health and safety, or Hazardous Materials;

(xi) all Liabilities accruing, arising out of or relating to the ownership, conduct or operation of the Excluded Business or the ownership or use of the Excluded Assets (or any "successor-in-interest", "de facto merger" or other theories of liability related thereto);

(xii) all Seller Transaction Expenses;

(xiii) all Cure Costs;

(xiv) all Liabilities subject to administrative expense status under section 503(b)(9) of the Bankruptcy Code;

(xv) 50% of all Liabilities with respect to Transfer Taxes;

(xvi) all Liabilities associated with (A) checks that need to be recut or re-issued to pay for prepetition Liabilities after the Petition Date, or (B) written but uncashed checks, or initiated but incomplete wire or ACH transfers;

(xvii) any Liability arising out of any investigation, inquiry, audit, enforcement action, or similar proceeding by a Government Authority primarily related to the operation of the Business, including in connection with the operation of the Transferred Assets, for any period before the Closing Date;

(xviii) all Liabilities for Non-Recurring Credits; and

(xix) all Liabilities set forth on Schedule 2.01(d)(xix).

Section 2.02. Assignment of Certain Transferred Contracts. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Transferred Contract or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment or transfer thereof, without the Consent of a third party (including any Government Authority), would constitute a breach or other contravention thereof or a violation of applicable Law or Order of the Bankruptcy Court and such breach, contravention or violation cannot be overridden by the Sale Order or other related Order of the Bankruptcy Court (and such Consent has not been obtained prior to the Closing Date). Without limitation of the foregoing, Seller Parent shall reasonably consult with (and in good faith consider the comments of) Buyer and its counsel regarding the form of, and in efforts to obtain, Consents pursuant to this Section 2.02; *provided, however*, that, notwithstanding the foregoing, any alteration, amendment, supplement or modification to any such Transferred Contract that would be adverse to Buyer or the Business shall be in form and substance reasonably acceptable to Buyer (any such contract for which such Consent is required, but is not yet obtained, a "Specified 2.02 Contract"). If, (x) solely with respect to real property leases under which a Seller Party is a lessee, on the earlier of (i) the Closing Date, (ii) two (2) Business Days prior to the date of entry of an order confirming a chapter 11 plan in the Bankruptcy Cases (the "Plan Confirmation Date"), and (iii) two (2) Business Days prior to the date that is 210 days after the Petition Date, and, (y) for Transferred Contracts that are not real property leases under which a Seller Party is a lessee, the earlier of (i) the Closing and (ii) two (2) Business Days prior to the effective date of a chapter 11 plan in the Bankruptcy Cases (the "Effective Date"), any such Consent has not been obtained, or if an attempted transfer or assignment thereof would be ineffective or a violation of applicable Law or Order of the Bankruptcy Court then such Contract shall be an Excluded Contract (each, an "Holdback Contract") and shall not be transferred to Buyer at Closing and, Seller Parent shall, and cause the other Seller Parties to, and Buyer will, subject to Section 6.04, Section 6.05 and Section 6.10, use reasonable best efforts to enter into a mutually agreeable arrangement (an "Interim Arrangement") under which, until the earlier of: (I) the six (6)-month anniversary following Closing or (II) solely with respect to real property leases under which the Seller Party is a lessee, the earlier of two (2) Business Days prior to the date that is 210 days after the Petition Date and two (2) Business Days prior to the Plan Confirmation Date and (III) with respect to Transferred Contracts that are not real property leases under which the Seller Party is a lessee, two (2) Business Days prior to the Effective Date, (such earlier date of (I), (II), or (III), as applicable, the "Cut-Off Date"), (a) Buyer will, in compliance with applicable Law or Order of the Bankruptcy Court, obtain the benefits and assume the obligations and bear the economic burdens associated with such Holdback Contract, solely to the extent such obligations or burdens are Assumed Liabilities, in accordance with this Agreement, including, for example (and without limitation of other similar arrangements being employed instead and in place thereof), by subcontracting, sublicensing, or subleasing such Holdback

Contract to Buyer or (b) Seller Parent will enforce for the benefit (and at the expense) of Buyer any and all of such Seller Party's rights, claims, or benefits against a third party associated with such Holdback Contract and the Seller Parties would promptly pay to Buyer when received all monies or other economic benefit received by them under any such Holdback Contract, claim, right, or benefit (net of the Seller Parties' reasonable and documented expenses incurred in connection with any assignment or other performance contemplated by this Section 2.02, not to exceed the amounts payable to Buyer with respect to the applicable Holdback Contract); *provided, however*, until the Parties enter into any Interim Arrangement, the applicable Seller Parties shall comply with the immediately preceding clause (b). Each Party shall bear their respective costs and expenses with respect to the negotiation of and entry into the Interim Arrangements. Notwithstanding the foregoing, Seller Parent shall, and shall cause the other Seller Parties to, use reasonable best efforts to obtain any such Consent affecting any such Holdback Contract prior to the Cut-Off Date, and if such Consent is obtained, such Holdback Contract shall be considered a Transferred Contract and transfer to the Buyer reasonably promptly thereafter. Any (x) amendment to or modification or waiver of any Contract or (y) any monetary consideration to any Person (other than Cure Costs or Excluded Liabilities) in connection with obtaining the Consents contemplated by this Section 2.02 or any Holdback Contract shall require the prior written consent of Buyer.

Section 2.03. Closing. The closing of the sale and purchase of the Transferred Assets and the assumption of the Assumed Liabilities (the "Closing") shall take place by telephone conference and electronic exchange of documents (or, because of recordation purposes originals are needed, then, the exchange of such original documents in recordable form), at 9:00 a.m. (New York City time) on the fifteenth (15th) Business Day following the date (the "Satisfaction Date") upon which all Closing Conditions are satisfied or waived in writing (to the extent permitted by applicable Law) in accordance with Article X (other than those Closing Conditions under this Agreement that by their nature can only be satisfied at the Closing, but subject to the satisfaction or waiver of those Closing Conditions at such time), or on such other date or at such other time or place as the Parties may expressly agree in writing. The date on which the Closing occurs is referred to in this Agreement as the "Closing Date." For all purposes under this Agreement and each other Transaction Agreement, (a) except as otherwise expressly provided in this Agreement or such other Transaction Agreement, all matters at the Closing will be considered to take place simultaneously and (b) the Closing shall be deemed effective as of the Effective Time.

Section 2.04. Designated Contracts, Cure Costs.

(a) Closing and Payment of Cure Costs. Attached as Schedule 2.04(a) is a true and correct list of all Executory Contracts related to the Business (excluding the Excluded Contracts set forth on Schedule 2.01(b)(i) as of the ~~date of this Agreement~~ Agreement Date) and Transferred Leases of the Seller Parties, together with Seller Parent's good faith estimate, as of the Agreement Date, of the Cure Cost for each such Contract or Transferred Lease. Prior to the Bid Deadline, Seller Parent will update or cause to be updated such Schedule 2.04(a) from time to time upon request by Buyer to the extent there are changes to Seller Parent's good faith estimates set forth therein. If Schedule 2.04(a) at any time does not include an amount for the Cure Cost of any Contract or Transferred Lease, then Seller Parent's good faith estimate of the Cure Cost for such Contract or Transferred Lease will be deemed to be zero dollars (\$0). At Closing and

pursuant to Section 365 of the Bankruptcy Code, and the Sale Order, subject to Sections 2.02 and 6.10, each Seller Party shall assume and assign to Buyer, and Buyer shall assume from such Seller Party, the Transferred Executory Contracts to which such Seller Party is a party. All Cure Costs shall be paid by Seller Parent, on or before Closing (or, with respect to any Transferred Executory Contract for which a cure objection has not been finally resolved as of the Closing, in accordance with Section 2.04(e) or any Separated Business Contract, in accordance with Section 6.10) and, in each case, neither Buyer nor any of its Affiliates shall have any Liability therefor (other than to the extent of any Assumed Liabilities, as applicable).

(b) Cure Notice. Promptly following the Bid Deadline and in any event no later than seven (7) days prior to the deadline for parties to file objections to the assumption and assignment of Transferred Contracts to Buyer, including with respect to Cure Costs and/or adequate assurance of future performance, set forth in the Bidding Procedures Order, the Seller Parties shall (i) file (or cause to be filed) with the Bankruptcy Court a list of each Executory Contract and a good faith estimate of the Cure Costs associated with such Executory Contract (such list, the “Available Contract Schedule”) and (ii) serve (or cause to be served) written notice (each, a “Cure Notice”) to the non-debtor counterparty to each Executory Contract, which notice shall include the Available Contract Schedule.

(c) Undisclosed Contracts. If, at any time prior to the Closing Date, any Seller Party becomes aware that it is a party to an Executory Contract or Transferred Lease that is not listed on the Available Contract Schedule (each, an “Undisclosed Contract”), Seller Parent will update the Available Contract Schedule with respect to such Undisclosed Contract and (i) file with the Bankruptcy Court such updated schedule, and (ii) serve a Cure Notice, which notice shall include such updated schedule, to the counterparty to such Undisclosed Contract.

(d) Designation by Buyer. From time to time, on or prior to the Bid Deadline (the “Designation Deadline”), Buyer may elect, by written notice to Seller Parent, each Executory Contract or each Transferred Lease, in each case, that is not a Shared Customer Contract that Buyer wishes to be assigned to it at the Closing (each such Executory Contract or Transferred Lease, a “Transferred Executory Contract”), and each such Transferred Executory Contract shall thereafter be deemed a Transferred Contract for purposes hereof and be automatically added to Schedule 2.01(a)(iii)(D); *provided, however*, that solely with respect to Undisclosed Contracts discovered following the Bid Deadline, Buyer shall be permitted to designate Undisclosed Contracts as Transferred Executory Contracts until the date that is fourteen (14) days following the date of discovery by Buyer (or notice thereof by the Seller Parties) (and for such Undisclosed Contracts, the “Designation Deadline” shall be such extended date); *provided, further*, that if at any time (and from time to time) prior to the Closing, Buyer and Seller Parent each expressly agree in writing (each in their respective sole discretions), a Transferred Executory Contract or Transferred Lease may be designated as an Excluded Contract (and thereafter shall be deemed to be an Excluded Contract for all purposes hereunder, unless otherwise later agreed by Buyer and Seller Parent). Any Executory Contract or Transferred Lease, in each case, that is not a Shared Customer Contract and is not designated by Buyer in writing as a Transferred Executory Contract on or before the Designation Deadline shall thereupon be deemed an Excluded Contract. Any Shared Customer Contract that subsequently becomes a Separated Business Contract pursuant to Section 6.10, shall, from and after such time as such Shared Customer Contract becomes a Separated Business Contract, thereafter be deemed

a Transferred Executory Contract and a Transferred Contract for purposes hereof and be automatically added to Schedule 2.01(a)(iii)(D). From time to time prior to the Designation Deadline, Buyer may elect, by written notice to Seller Parent, to remove any Transferred Executory Contract (other than a Separated Business Contract) from Schedule 2.01(a)(iii)(D) and from and after such date such Executory Contract shall be deemed for all purposes hereunder an Excluded Contract (and shall be thereafter automatically removed from Schedule 2.01(a)(iii)(D)). On or before the Closing, the Seller Parties shall file with the Bankruptcy Court one or more notices of assumption and promptly serve such notice on each applicable counterparty, which notice of assumption shall identify all Transferred Executory Contracts, and shall use their respective reasonable best efforts to cause the Transferred Executory Contracts to be assumed by the applicable Seller Party and assigned to Buyer pursuant to Section 365 of the Bankruptcy Code; *provided, however*, that no such obligation shall require any Seller Party unless otherwise ordered by the Court to settle any Cure Cost dispute in favor of the third-party counterparty at any amount unacceptable to the Seller Parties (unless such amount shall be reimbursed to such Seller Party by Buyer). Notwithstanding the foregoing, an Executory Contract or Transferred Lease shall not be a Transferred Executory Contract hereunder and shall not be assigned to, or assumed by, any Seller Party if such Executory Contract is validly rejected by a Seller Party, terminated by the other party thereto, or terminates or expires in accordance with its own terms on or prior to the Closing and is not continued or otherwise extended prior to or upon assumption.

(e) Resolution of Cure Disputes. If any objections are timely and properly filed by, or received from, any counterparty in response to a Cure Notice, the Seller Parties, in consultation with Buyer, will use reasonable best efforts to resolve any such objections with such counterparty. If any such cure objection is not consensually resolved or finally determined by the Bankruptcy Court prior to the Closing with respect to any Transferred Executory Contract, so long as Seller Parent appropriately reserves funding for the disputed portion of such Cure Costs pending resolution of such cure objection, subject to entry by the Bankruptcy Court of the Sale Order, Seller Parent shall (or shall cause the applicable Seller Party to) (x) pay (upon either the consensual resolution or final determination by the Bankruptcy Court of such cure objection) to such counterparty an amount thereof and (y) assume and assign such Transferred Executory Contract to Buyer at the Closing and upon either the consensual resolution or final determination by the Bankruptcy Court of such cure objection, Seller Parent shall promptly pay to such counterparty any Cure Costs owing to such counterparty with respect to such Transferred Executory Contract. Without limitation of the foregoing, any alteration, amendment, supplement or modification to the applicable Contract that would be adverse to Buyer or the Business (excluding, any agreement reflecting the agreement of Seller Parent and the third-party counterparty as to the amount of Cure Costs payable under such Contract) shall require Buyer's prior written consent (acting reasonably).

Section 2.05. Withholding. Buyer and any other applicable withholding agent shall be entitled to deduct and withhold from any amounts payable pursuant to this Agreement such amounts as are required to be deducted and withheld with respect to the making of such payment under applicable Law; *provided*, that except in the case of any withholding that would result from a failure to provide the applicable forms required by Section 3.03(a)(vii) at Closing, Buyer shall use commercially reasonable efforts to provide Seller Parent with reasonable written notice at least five (5) Business Days prior to deducting or withholding any amounts pursuant to this

Section 2.05, and to cooperate in good faith with the Seller Parties to mitigate, reduce or eliminate any such deduction or withholding to the extent permitted by applicable Law. To the extent any amounts are so deducted or withheld, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction or withholding was made.

Section 2.06. Deposits. Prior to the Closing, either Seller Parent or Buyer may identify and designate, by written notice to the other, any Deposits that would be impractical to transfer, convey, pay over, or otherwise remit to Seller Parent at Closing notwithstanding such Deposit being an Excluded Asset. In such event upon delivery of such written notice, such identified and designated Deposit shall either (at Buyer's option) be (a) deemed a Transferred Asset and shall be transferred and conveyed to Buyer at the Closing and in connection with such transfer, the Base Price shall be increased by the amount of such Deposit or (b) held by Buyer for the benefit of Seller Parent (or the applicable Seller Party, as designated by Seller Parent) and Buyer shall use reasonable best efforts to (i) transfer, convey and assign such Deposit as reasonably promptly as permitted by Contract and applicable Law after Closing and, as applicable, (ii) segregate the proceeds received from such Deposit in an account for Seller Parent (or the applicable Seller Party, as designated by Seller Parent) to be released as reasonably promptly as permitted after Closing; *provided*, that the Parties agree any Deposits held in accordance with clause (b) shall not increase the Base Price.

ARTICLE III

PURCHASE PRICE

Section 3.01. Aggregate Purchase Price; Closing Statement.

(a) Closing Payment. The aggregate consideration to be paid by Buyer for the sale of all of the Transferred Assets and the obligations of the Seller Parties set forth in this Agreement shall be:

- (i) an amount in cash equal to
 - (A) ~~\$285,000,000~~384,600,000 (the "Base Price"),
 - (B) plus the amounts of any Deposits that are transferred to Buyer at Closing pursuant to Section 2.06(a) (the "Closing Deposit Amount"),
 - (C) minus the Pro Rata Annual Bonus Amount,
 - (D) plus the amounts actually paid to Buyer or its Representatives pursuant to the Expense Reimbursement Agreement (and not returned to any Seller Party of Affiliate thereof) (the "Expense Reimbursement Amount"),
 - (E) minus the Budgeted Capex Shortfall (if any),

(F) [REDACTED]

; and

(ii) the assumption of the Assumed Liabilities (the “**Liabilities Consideration**” and, collectively with the Closing Payment, the “**Aggregate Purchase Price**”).

(b) Closing Statement.

(i) On or before 11:59 pm Eastern Time on the fourth (4th) Business Day following the Satisfaction Date (the “**Measurement Date**”), Seller Parent shall deliver to Buyer (I) a statement, including Seller Parent’s good faith calculations or estimations (as applicable) of (A) the Closing Deposit Amount as of the Effective Time, (B) the Pro Rata Annual Bonus Amount as of the Effective Time, (C) the Expense Reimbursement Amount as of the Effective Time, (D) Budgeted Capex Shortfall as of the end of the Capex Measurement Period, (E) [REDACTED], and (F) the resulting Closing Payment (and the components thereof) (the “**Estimated Closing Payment**”), in each case, determined in a manner consistent with this Agreement (including the foregoing definitions) and the applicable Seller Parties’ books and records, (II) reasonable supporting calculations and back-up documentation for the foregoing, including a list of the applicable Contracts that Seller Parent will assign, convey and transfer to Buyer on the Closing Date and the Monthly Recurring Revenue associated with each such Contract and (III) the amount due to, and wire instructions for, each Person entitled to receive any payment pursuant to Section 3.03 (collectively, the “**Estimated Closing Statement**”). An illustrative example of the Estimated Closing Statement is set forth as Exhibit J (the “**Sample Statement**”). Unless otherwise agreed by Buyer, the Estimated Closing Statement (and the calculations set forth thereon, as applicable) shall be prepared and compiled in a manner and format that is consistent with the Sample Statement; *provided*, that the values therein shall be based on the financial information of Seller Parent for the time periods set forth in the applicable definitions of Exhibit L. Seller Parent shall reasonably review any comments proposed by Buyer with respect to the Estimated Closing Statement, and will consider, in good faith, any appropriate changes to the components of the Closing Payment prior to Closing; *provided, however*, that in the event that any disputes with respect thereto remain, (I) such dispute shall not delay the Closing and the calculations set forth in the Estimated Closing Statement delivered by Seller Parent (subject to any changes that have thereafter been agreed upon) shall govern the payments to be made at the Closing (subject to the other provisions of this Article III, including reduction of the amount paid to Seller Parent at Closing by the Adjustment Escrow Amount), (II) Buyer shall provide, prior to the Closing Date, a written statement (“**Buyer’s Initial Notice of Disagreement**”) its good faith estimate of the Closing Payment (“**Buyer’s Estimated Closing Payment**”) and a breakdown of the amounts, items, and calculations thereof, and (III) at the Closing, an amount (the “**Adjustment Escrow Amount**”) equal to the difference between the Estimated Closing Payment (subject to any changes that have been agreed upon in accordance herewith), on the one hand, and the Buyer’s Estimated Closing Payment, on the other hand, shall be deposited into an escrow account (the “**Adjustment Escrow Account**”), at the Closing.

(ii) Within ten (10) Business Days following the Closing Date (the “**Crystallization Date**”), Buyer may deliver written notice (“**Notice of Disagreement**”) to Seller Parent of Buyer’s disagreement with the Estimated Closing Statement and any amount, item or

calculation set forth therein (such disputed amount(s), item(s) or calculation(s), "Disputed Items"). If Buyer does not deliver a Notice of Disagreement on or prior to the Crystallization Date, then Buyer's Initial Notice of Disagreement shall be deemed the Notice of Disagreement, and any disagreement with the Estimated Closing Statement and/or any amount, item or calculation therein shall be deemed to be Disputed Items. Any amounts or items comprising the Closing Payment set forth in the Estimated Closing Statement that are not set forth in or contemplated as disputed in the Notice of Disagreement (or Buyer's Initial Notice of Disagreement) shall be binding on the Parties and not be subject to further review under this Section 3.01. Following the delivery of a Notice of Disagreement (or Buyer's Initial Notice of Disagreement), the Parties shall, in good faith and acting reasonably, seek to resolve any differences that they may have with respect to the Disputed Items promptly, and in any event, within the thirty (30) day period following the Crystallization Date (the "Resolution Period"). Any Disputed Items resolved in writing between Buyer and Seller Parent during the Resolution Period shall be final and binding with respect to such items, and if Seller Parent and Buyer agree in writing on the resolution of each Disputed Item specified in the Notice of Disagreement, the amounts of such Disputed Items so determined shall be final and binding on the Parties for all purposes hereunder.

(c) Accounting Firm Dispute Resolution.

(i) If upon the expiration of the Resolution Period, there are any unresolved Disputed Items for which the Disputed Item Percentage for such unresolved Disputed Item is (A) less than or equal to 10%, such unresolved Disputed Item shall be deemed to be the average of the Greater Disputed Item Amount and the Lesser Item Amount for such unresolved Disputed Item, and such determination shall be deemed final and binding upon the Parties hereunder, or (B) greater than 10%, then reasonably promptly following the expiration thereof, Buyer and Seller Parent shall mutually engage and submit such unresolved Disputed Item(s) (the "Specified Unresolved Disputed Items") to, and the same shall be finally resolved in accordance with the provisions of this Agreement by, Ernst & Young or such other nationally-recognized accounting firm mutually acceptable to Buyer and Seller Parent (the "Accounting Firm"). Buyer and Seller Parent shall each use reasonable best efforts to cause the Accounting Firm to resolve any Specified Unresolved Disputed Items as soon as practicable (but no later than forty (40) days after its acceptance of its appointment), and based solely on written presentations of Buyer, on the one hand, and Seller Parent, on the other hand, submitted to the Accounting Firm (and the other Party) and not by independent review, and to set forth in a written statement its final determination of such Specified Unresolved Disputed Item(s). All written submissions by the Parties shall be delivered to the Accounting Firm (and the other Party) no later than thirty (30) days following the Accounting Firm's acceptance of its appointment (and thereafter, solely at the Accounting Firm's request).

(ii) The Accounting Firm shall consider only Specified Unresolved Disputed Items on which the Buyer and the Seller Parent have been unable to agree. The scope of the disputes to be resolved by the Accounting Firm shall be limited to correcting mathematical errors and determining whether the Specified Unresolved Disputed Items were determined in accordance with this Agreement. The determination of the Accounting Firm with respect to any Specified Unresolved Disputed Item shall be no greater than the greatest amount of such Specified Unresolved Disputed Item, and no less than the lowest amount of such Specified

Unresolved Disputed Item, in each case, as proposed by Seller Parent or Buyer. The amount of any Specified Unresolved Disputed Item, as finally determined pursuant to this Section 3.01(c), is referred to as the “Final Specified Disputed Item Amount”. The determination of the Accounting Firm shall be conclusive and binding upon the parties hereto and shall not be subject to appeal or further review absent fraud or manifest error. In acting under this Agreement, the Accounting Firm shall function solely as an expert and not as an arbitrator; *provided*, that the Accounting Firm shall have the power to conclusively resolve differences in Specified Unresolved Disputed Items as specified in this Agreement. If, before the Accounting Firm renders its determination with respect to the Disputed Items in accordance with this Section 3.01(c), (A) Seller Parent notifies Buyer of its agreement with any items in the Notice of Disagreement, (B) Buyer notifies Seller Parent of its agreement with any items in the Estimated Closing Statement, or (C) the Parties otherwise reach mutual agreement with respect to any Specified Unresolved Disputed Items, then in each case, such items so agreed will be conclusive and binding on the Parties upon such notice and shall become the Final Specified Disputed Item Amount for such Specified Unresolved Disputed Item.

(iii) Each Party shall bear its own costs and expenses in connection with the resolution of such Specified Unresolved Disputed Items by the Accounting Firm. The fees and expenses of the Accounting Firm, shall be borne by Seller Parent and Buyer in inverse proportion as they may prevail on the matters resolved by the Accounting Firm, which proportionate allocation shall be calculated on an aggregate basis based on the relative dollar values of the amounts in dispute and shall be determined by the Accounting Firm at the time the determination of such firm is rendered on the merits of the matters submitted.

(d) Access. Buyer and the Seller Parties will, during the period from and after the date of delivery of the Estimated Closing Statement through the resolution of any Disputed Item (including any Specified Unresolved Disputed Item) pursuant to this Section 3.01, to afford the other party and its Representatives reasonable access, during normal business hours and upon reasonable prior notice, to the personnel, properties, books and records of the Business and to any other information reasonably requested for purposes of preparing and reviewing the calculations contemplated by this Section 3.01.

(e) Closing Payment Adjustment.

(i) The amount of the Closing Payment, as determined utilizing the Final Specified Disputed Item Amounts for the applicable Specified Unresolved Disputed Items is referred to herein as the “As Adjusted Closing Payment”. The difference between (x) the amount of the Closing Payment set forth in the Estimated Closing Statement (subject to any changes that were agreed upon prior to the Closing), minus (y) the amount deposited into the Adjustment Escrow Account at Closing is referred to herein as the “Paid Closing Payment”.

(ii) To the extent the As Adjusted Closing Payment exceeds the Paid Closing Payment (such excess, the “Positive Adjustment Amount”), then promptly (but in any event within five (5) Business Days after the final determination of all Specified Unresolved Disputed Items), the Parties shall delivery a Joint Written Instructions to the Escrow Agent releasing to (A) Seller Parent, the lesser of (x) the Positive Adjustment Amount and (y) all funds in the Adjustment Escrow Account and (B) Buyer, the funds (if any) remaining in the

Adjustment Escrow Account after giving effect to clause (A). To the extent the Positive Adjustment Amount is greater than the amount in the Adjustment Escrow Account, Buyer shall pay to Seller Parent, by wire transfer of immediately available funds, and amount equal to such surplus.

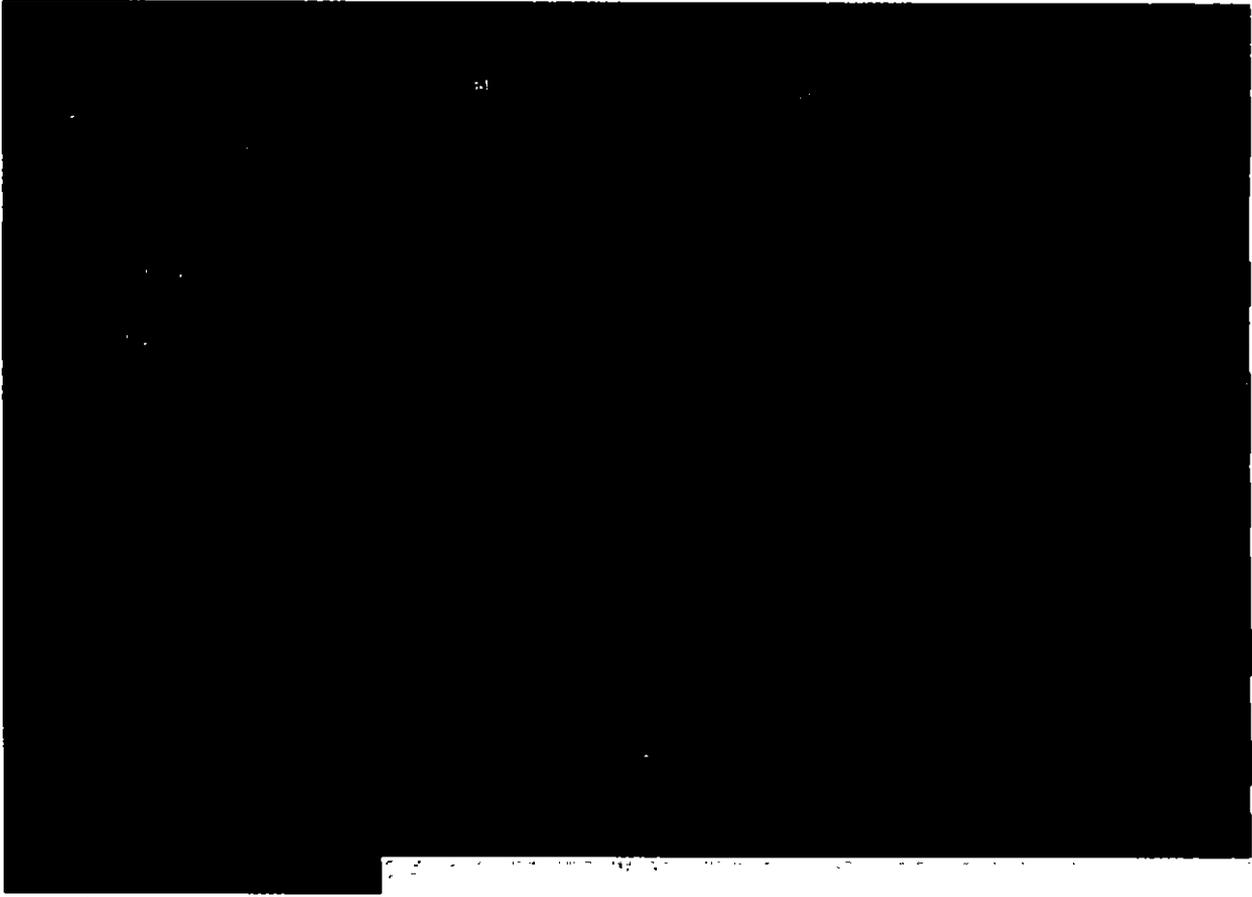
(iii) To the extent the Paid Closing Payment equals the As Adjusted Closing Payment, then promptly (but in any event within five (5) Business Days after the determination of all Specified Unresolved Disputed Items), the Parties shall delivery a Joint Written Instructions to the Escrow Agent releasing to Buyer all funds in the Adjustment Escrow Account.

(iv) If the Paid Closing Payment exceeds the As Adjusted Closing Payment (such excess if any, the "Negative Adjustment Amount"), then promptly (but in any event within five (5) Business Days after the determination of all Specified Unresolved Disputed Items), (x) the Parties shall delivery a Joint Written Instructions to the Escrow Agent releasing to Buyer all funds in the Adjustment Escrow Account and (y) Seller Parent shall pay, or cause to be paid, promptly by wire transfer of immediately available funds, an amount equal to such Negative Adjustment Amount.

(f)

[REDACTED]

[REDACTED]



Section 3.02. Closing Payment Deposit; Letters of Credit.

(a) On or prior to the Agreement Date, (i) Buyer has or shall immediately promptly deposit (or shall have deposited) with Citibank N.A., in its capacity as escrow agent (the "Escrow Agent") the sum of \$12,8510,000 in the aggregate by wire transfer of immediately available funds (the "Deposit Escrowed Amount") into an escrow account (the "Deposit Escrow Account"), to be released by the Escrow Agent and delivered to either Buyer or Seller Parent (or its designee) in accordance with this Agreement and the provisions of the Escrow Agreement and (ii) has delivered to Seller Parent one or more Letters of Credit in an aggregate face amount equal to the Letter of Credit Amount (final drafts of which have been provided to Seller Parent at least two (2) Business Days prior to the Original Agreement Date) and shall maintain such Letters of Credit for the benefit of Seller Parent until the earlier of (A) the Closing, (B) the termination of this Agreement in accordance with Article XI (other than a Specified Termination) or (C) the payment in full of the Specified Reverse Termination Amount in accordance with the terms of this Agreement and the Letters of Credit following a Specified Termination (such earlier date, the "LC Outside Date"). The Letters of Credit shall provide that the issuer of such Letters of Credit shall honor Seller Parent's request to draw on the Letters of Credit, ~~by Seller Parent~~ upon delivery by Seller Parent to the issuer of the Letter of Credit of the certification signed by Seller Parent, substantially in the form set forth on Exhibit K (the "LC Draw Certification"); *provided*, that Seller Parent is so entitled to the Specified Reverse Termination Amount pursuant to this Section 3.02(a), Section 3.02(b), and Section 11.03(b) (and solely if entitled thereunder). Each Letter of Credit shall have an initial term of one (1) year, and shall provide for the automatic extension thereof on each six (6)-month anniversary thereafter unless the applicable issuing bank advises Seller Parent in writing at least sixty (60) days prior to the then current expiration date of its intention not to extend such letter of credit for any additional period, in which case, if the then current expiration date is on or prior to the LC Outside Date, Seller Parent may draw the full amount of such letter of credit before the then applicable expiration date and thereupon deposit such amounts into the Deposit Escrow Account (upon which time such amounts shall become part of the Deposit Escrowed Funds for all purposes hereunder). Buyer shall not, and shall not permit, any Letter of Credit to be amended or otherwise modified, without the prior written consent of Seller Parent. Upon the occurrence of the LC Outside Date, Seller Parent shall, and shall cause its Subsidiaries and Affiliates to, cooperate with Buyer to return the original Letters of Credit to Buyer (or a designee thereof) for further delivery to the issuers of the Letters of Credit.

(b) Seller Parent will, as the only condition to any draw under the Letters of Credit (other than being entitled to do so hereunder), deliver the LC Draw Certification to the issuer of such Letter of Credit. All fees and costs associated with the Letters of Credit shall be paid by Buyer and in no event may the issuer of the Letters of Credit reduce the Letter of Credit Amount by deducting therefrom any fees incurred by Buyer.

(c) The Deposit Escrowed Amount, together with all accrued investment income thereon (if any) (the "Deposit Escrowed Funds"), shall be distributed as follows upon the earliest to occur of the following: (i) to Seller Parent (if applicable) upon the Closing; (ii) to Buyer upon the valid termination of this Agreement, pursuant to and in accordance with Section 11.03(c); or (iii) Seller Parent upon the valid termination of this Agreement, pursuant to and in accordance with Section 11.03(b).

Section 3.03. Certain Closing Deliverables. ~~At the Closing.~~ At the Closing:

(a) Seller Parent shall deliver or cause to be delivered to Buyer the following:

(i) a counterpart of the Joint Written Instructions, duly executed by Seller Parent, directing the Escrow Agent to deliver to Seller Parent (or its designee) the Deposit Escrowed Funds;

(ii) a counterpart of the Bill of Sale, Assignment and Assumption Agreement for the Transferred Assets (other than the Transferred Leases), in the form attached hereto as Exhibit B (the "Bill of Sale, Assignment and Assumption Agreement"), duly executed by the applicable Seller Parties;

(iii) a counterpart of the Assignment and Assumption Agreement for Transferred Leases, in the form attached hereto as Exhibit C (the "Transferred Leased Property Assignment and Assumption Agreement"), duly executed by the applicable Seller Parties;

(iv) a counterpart of the IP Assignment Agreement, in the form attached hereto as Exhibit D (the "IP Assignment Agreement"), duly executed by the applicable Seller Parties;

(v) a counterpart to the Transition Services Agreement, in substantially the form attached hereto as Exhibit E (updated to reflect the addition of the applicable services schedules thereto as mutually agreed) (the "TSA"), duly executed by the applicable Seller Parties;

(vi) the officer's certificate required to be delivered pursuant to Section 10.02(a)(iii);

(vii) an original copy of the special or limited warranty deed (as customary in the applicable jurisdiction) (the "Deed(s)"), in recordable form and duly executed by the applicable Seller Parties, conveying each Transferred Owned Real Property to Buyer, and in form reasonably satisfactory to Buyer, subject only to matters that are Permitted Liens, together with duly executed Transfer Tax or sales disclosure forms, if applicable;

(viii) a duly executed IRS Form W-9 from each Seller Party (or its regarded owner for U.S. federal income tax purposes) selling, conveying, or transferring any Transferred Assets;

(ix) all other instruments of conveyance and transfer, in form and substance reasonably acceptable to Seller Party and Buyer, as may be necessary to convey the Transferred Assets to Buyer.

(b) Buyer shall deliver or cause to be delivered to Seller Parent the following:

(i) an amount equal to the Closing Payment less (x) the Deposit Escrowed Amount and (y) the Adjustment Escrow Amount, by wire transfer of immediately

available funds to an account or accounts as directed by Seller Parent, on behalf of itself and the Seller Parties, in writing, prior to the Closing Date; *provided*, that the Parties acknowledge that neither Buyer nor any of its Affiliates, shall have any Liability or other obligation with respect to the Closing Payment once paid in accordance with the wiring instructions provided in writing by Seller Parent;

(ii) a counterpart of the Joint Written Instructions, duly executed by Buyer, directing the Escrow Agent to deliver to Seller Parent (or its designee) the Deposit Escrowed Funds;

(iii) all required Transfer Tax stamps and transfer forms (if any), unless under applicable Law such Transfer Tax stamps or duly stamped transfer forms are only available post-Closing (in which case such Transfer Tax stamps or duly stamped transfer forms shall be delivered to Seller Parent promptly and in any event no later than ten (10) Business Days after receipt thereof by Buyer);

(iv) a counterpart of the Bill of Sale, Assignment and Assumption Agreement, duly executed by Buyer;

(v) a counterpart of the Transferred Leased Property Assignment and Assumption Agreement, duly executed by Buyer;

(vi) a counterpart of the IP Assignment Agreement, duly executed by Buyer;

(vii) a counterpart to the TSA, duly executed by Buyer and each of its applicable Affiliates;

(viii) the officer's certificate required to be delivered to Seller Parent pursuant to Section 10.01(a)(iii); and

(ix) all other instruments of conveyance and transfer, in form and substance reasonably acceptable to Seller Parent and Buyer, as may be necessary to convey the Transferred Assets to Buyer.

Section 3.04. Purchase Price Allocation. Buyer and Seller Parent agree (a) that the Transactions shall not be treated as giving rise to any deemed payments to Buyer in exchange for Buyer assuming any liabilities under this Agreement or in respect of deferred revenue or prepaid amounts and (b) to allocate the Aggregate Purchase Price and all other relevant items treated as consideration for U.S. federal income Tax purposes among the Transferred Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder. Reasonably in advance of the Closing Date, Buyer shall use commercially reasonable efforts to deliver to Seller Parent its proposed allocation for review and comment; *provided* that Buyer shall use the information reasonably available to it and as provided by Seller Parent and the delivery of such proposed allocation shall not be construed as a condition to Closing. Buyer and Seller Parent shall mutually cooperate to resolve any differences in good faith, with the objective of having an agreed tentative allocation at least three (3) Business Days prior to the Closing. No later than ten (10) Business Days after the delivery of the Estimated Closing Statement, Buyer

shall deliver to Seller Parent a final allocation of the Aggregate Purchase Price and all other relevant items treated as consideration for U.S. federal income Tax purposes as of the Closing Date among the Transferred Assets determined in a manner consistent with the tentative allocation, with appropriate adjustments proposed by Buyer or Seller Parent in the interim based on new available information (the "Purchase Price Allocation"). Seller Parent shall provide Buyer with any comments to the Purchase Price Allocation within five (5) days after the date of receipt by Seller Parent. If Seller Parent does not deliver any written notice of objection to the Purchase Price Allocation within such five (5)-day period, the Purchase Price Allocation shall be final, conclusive and binding on the Parties. If a written notice of objection is timely delivered to Buyer, Seller Parent and Buyer will negotiate in good faith for a period of ten (10) Business Days to resolve such dispute (the "Allocation Dispute Resolution Period"). If, during the Allocation Dispute Resolution Period, Seller Parent and Buyer resolve their differences in writing as to any disputed amount, such resolution shall be deemed final and binding with respect to such amount for the purpose of determining that component of the Purchase Price Allocation. In the event that Seller Parent and Buyer do not resolve all of the items disputed in the Purchase Price Allocation prior to the end of the Allocation Dispute Resolution Period, each party shall be entitled to use their own Purchase Price Allocation. If the Parties agree on a Purchase Price Allocation, (i) any subsequent adjustments to the Aggregate Purchase Price for U.S. federal income Tax purposes shall be allocated in a manner consistent with the Purchase Price Allocation as finally determined hereunder and (ii) none of the Parties shall take any position inconsistent with the Purchase Price Allocation on any Tax Return or in any audit or Tax proceeding, unless otherwise required by a final determination by a Government Authority; provided, however, that no Party shall be unreasonably impeded in its ability and discretion to negotiate, compromise or settle any Tax audit, claim or similar proceedings in connection with the Purchase Price Allocation. Notwithstanding any other provision of this Agreement, the terms and provisions of this Section 3.04 shall survive the Closing without limitation.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLER PARENT

Seller Parent hereby represents and warrants to Buyer that, except as set forth in the Disclosure Schedules:

Section 4.01. Formation and Authority of the Seller Parties; Enforceability. Each Seller Party is a corporation, limited partnership, limited liability company, or other entity duly incorporated, formed, or organized, validly existing and, to the extent legally applicable, in good standing under the Laws of its jurisdiction of incorporation, formation, or organization. Subject to the entry of the Bidding Procedures Order and the Sale Order, Seller Parent has (and each other Seller Party will have prior to the Closing) the requisite corporate, limited partnership, limited liability company, or other appropriate power to execute, deliver and perform its obligations under the Seller Transaction Agreements (including the consummation of the Seller Transactions) to which it is a party. Each Seller Party has the requisite corporate or other power to operate the Business as now conducted and is duly qualified as a foreign corporation, limited partnership, limited liability company, or other organization to do business, and to the extent legally applicable, is in good standing, with respect to the Business, in each jurisdiction in which the character of its owned, operated, or leased properties, or the nature of its activities makes

such qualification necessary, except for jurisdictions where the failure to be so qualified or in good standing has not had and would not reasonably be expected to, individually or in the aggregate, have a *Material Adverse Effect*. The execution, delivery, and performance by each Seller Party of the Seller Transaction Agreements (including the consummation of the Seller Transactions) to which it is a party have been (or, in the case of a Seller Party other than Seller Parent, will be prior to the Closing) duly authorized by all requisite corporate or organizational action on the part of such Seller Party. Subject to the entry of the Bidding Procedures Order and the Sale Order, this Agreement has been duly executed and delivered by Seller Parent, and upon execution and delivery thereof, the other Seller Transaction Agreements will be duly executed and delivered by the Seller Parties party thereto, and (assuming due authorization, execution and delivery thereof by the other parties hereto and thereto) this Agreement constitutes, and upon execution and delivery thereof, the other Seller Transaction Agreements will constitute, legal, valid and binding obligations of the Seller Parties party thereto, enforceable against the Seller Parties party thereto in accordance with their respective terms, subject to the Bankruptcy and Equity Exception.

Section 4.02. No Conflict. Provided that all Consents, waivers or other actions listed on Schedule 4.02 or described in Section 4.03 (including the Government Approvals) have been obtained or satisfied, the execution, delivery, and performance by the Seller Parties of the Seller Transaction Agreements do not and will not:

(a) violate or conflict with the certificate or articles of incorporation or bylaws or similar organizational documents of any of the Seller Parties;

(b) violate any Law or Order applicable to the Seller Parties or the Business (including Privacy Laws);

(c) violate, conflict with, result in a breach of, or constitute a violation or default (or any event that, with notice or lapse of time or both would constitute a default) under, or give rise to any right to terminate, cancel, or accelerate, or result in a loss of a material benefit under, any Material Contract; or

(d) result in the creation of any Lien (other than a Permitted Lien) on any properties or assets of any Seller Party;

except, in the case of clauses (b), (c), or (d), as would not, individually or in the aggregate, reasonably be expected to be material to the Transferred Assets, the Assumed Liabilities or the Business taken as a whole.

Section 4.03. Consents and Approvals. The execution, delivery and performance by the Seller Parties of the Seller Transaction Agreements do not and will not require any Consent, waiver, or other action by, or any filing with, or notification to, any Government Authority by any Seller Party, except (a) the approval of the Bankruptcy Court, (b) the Government Approvals, (c) in connection with applicable filing, notification, waiting period, or approval requirements under applicable Antitrust Laws, Communications Laws, the DPA and BTOP Grants, (d) where the failure to obtain such Consent or waiver, or to take such action or make such filing or notification in each case, would not, individually or in the aggregate, reasonably be

expected to have a Material Adverse Effect, or (e) as may be necessary as a result of any facts or circumstances relating to Buyer or Buyer's Affiliates.

Section 4.04. Financial Information; Absence of Undisclosed Liabilities.

(a) Schedule 4.04(a) sets forth true and complete copies of (i) the audited consolidated balance sheet and related statements of income and cash flows of Seller Parent for the fiscal year ended December 31, 2023 (collectively, the "Audited Financial Statements"), (ii) the unaudited consolidated balance sheet and related statements of income and cash flows of Seller Parent for the twelve (12) month period ended December 31, 2024, and (iii) the unaudited consolidated balance sheet (the "Latest Balance Sheet") and related statements of income and cash flows of Seller Parent for the three (3) month period ended March 31, 2025 (the "Balance Sheet Date" and the balance sheets and related statements referred to in clauses (ii) and (iii), collectively, the "Unaudited Financial Statements" and, together with the Audited Financial Statements, the "Financial Statements"). The Financial Statements (A) have been prepared based on the books and records of Seller Parent and the Seller Parties, (B) have been prepared in accordance with GAAP, and (C) present fairly, in all material respects, the financial condition and results of operation of the Business as of the respective dates and for the respective periods presented, subject to (I) in the case of Unaudited Financial Statements, the absence of notes (as applicable), which are not, individually or in the aggregate, material in amount or nature to the Business taken as a whole, or the absence of recurring or other year-end adjustments, and (II) the fact that the Financial Statements are on a consolidated basis and include the effects of each Excluded Business to the extent that the Seller Parties (or their respective Subsidiaries) owned or otherwise conducted such business as of the applicable date or for the periods covered thereby.

(b) Other than (i) to the extent set forth in the Latest Balance Sheet, (ii) as set forth in Schedule 4.04(b), (iii) Liabilities incurred in the Ordinary Course of Business since the Balance Sheet Date (none of which is a Liability for violation of Law, breach of Contract, tort, infringement, or misappropriation), (iv) Liabilities by Seller Parties pursuant to and in accordance with this Agreement, (v) Excluded Liabilities, and (vi) Liabilities that would not reasonably be expected to individually or in the aggregate, be material to the Transferred Assets, the Assumed Liabilities or the Business taken as a whole, or that would otherwise prevent or materially impair or materially delay the ability of the Seller Parties to consummate the Seller Transactions or otherwise perform their obligations under the Seller Transaction Agreements, there are no Liabilities of the Business of any nature, whether or not any such Liability would be required to be reflected on, reserved against or otherwise described in a balance sheet prepared in accordance with GAAP.

Section 4.05. Absence of Certain Changes or Events. Except (in the case of Section 4.05(a) and 4.05(c)), (a) as a result of the Bankruptcy Cases, (b) in connection with the wind-down of the PA Business or (c) as contemplated by the Transaction Agreements or in connection with the preparation for sale and marketing of the Business, the IL Divested Business, or the MO Divested Business, the negotiation and execution of the Transaction Agreements, or the consummation of the Transactions or the transactions contemplated by the IL Divestiture APA or the MO Divestiture APA, since the Balance Sheet Date through the Original Agreement Date:

(a) The Seller Parties have conducted the Business in all material respects in the Ordinary Course of Business and in a manner consistent with past practices, including using reasonable best efforts to preserve: (i) the Seller Parties' present business organization and (ii) the Seller Parties' present relationships with customers, suppliers and others having business dealings with the Seller Parties, in each case, to the extent related to the Business.

(b) There has not been any change, event, occurrence, effect, circumstance or development, actually or threatened, which has had, or would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(c) Except as set forth on Schedule 4.05(c), no Seller Party has taken any action that, if taken in such time period, would constitute a breach of the covenants set forth in Section 6.01 or require Buyer's consent to take such (or omit to take) action had such section been in effect from and after the Balance Sheet Date.

Section 4.06. Absence of Litigation. Since the Lookback Date, other than the Bankruptcy Cases and the proceedings arising therefrom, no Actions are pending or threatened in writing or, to the Knowledge of Seller Parent, verbally, against the Seller Parties (with respect to the Business and the Transferred Assets), in each case, that would reasonably be expected to individually or in the aggregate, be material to the Transferred Assets, the Assumed Liabilities or the Business taken as a whole, or that would otherwise prevent or materially impair or delay the ability of the Seller Parties to consummate the Seller Transactions.

Section 4.07. Compliance with Laws; Permits.

(a) None of the Seller Parties is, or since the Lookback Date has been, in violation of any Laws, Orders, or BTOP Grants applicable to the conduct of the Business, including any Communication Laws, except (a) for such past noncompliance as has been remedied and imposes no continuing current or future Liabilities or costs on any Seller Party or with respect to any Transferred Assets, the Assumed Liabilities or the Business taken as a whole, and (b) where the failure to be in compliance would not reasonably be expected to be material to any of the Transferred Assets, Assumed Liabilities or the Business taken as a whole. Since the Lookback Date, neither Seller Parent nor any of its Subsidiaries has received any written notice (or, to the Knowledge of Seller Parent, verbal notice) of or been charged with the violation of any Laws or alleging any actual or pending Liability arising under any applicable Law that individually or in the aggregate, would reasonably be expected to be material to the Transferred Assets, the Assumed Liabilities or the Business taken as a whole.

(b) Schedule 4.07(b) lists all material Communications Permits required in connection with the operation of the Transferred Assets and the Business as currently operated on the Original Agreement Date. All material Communications Permits, (i) are in full force and effect and validly issued, (ii) have not been suspended, canceled, revoked or modified in any manner, and there is no Action pending or threatened that seek the revocation, cancellation, suspension or modification thereof, and (iii) are not subject to any conditions or requirements that have not been imposed generally upon communications permits in the same service, unless such conditions or requirements are set forth on the face of the applicable Communication

Permits, in each case, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. To the Knowledge of Seller Parent, since the Lookback Date, there has not been any event, condition or circumstance that would preclude any such material Communications Permit from being renewed in the Ordinary Course of Business (to the extent that such Communications Permit is renewable by its terms).

(c) Schedule 4.07(c) sets forth a true and complete list of the material Transferred Permits possessed by the Seller Parties. There is no application pending before the FCC, a State PUC or any other Government Authority relating to the Transferred Permits or the operation of the Transferred Assets. None of the Seller Parties is in default under or is currently violating in any respect any material Transferred Permit, and no event has occurred which, with notice or the lapse of time or both, would constitute a default or violation of any material Transferred Permit, except where such default or violation would not, individually or in the aggregate, have a Material Adverse Effect.

Section 4.08. Certain Business Practices.

(a) None of the Seller Parties, nor any of their respective directors, managers, officers, or, to the Knowledge of Seller Parent, any employees (acting in their capacities as such), agents, or representatives acting for or on behalf of the Seller Parties, has, with respect to the operation of the Business, since the Lookback Date offered, paid, promised to pay, or authorized the payment of any money or any other thing of value to any Person (i) with the intention of inducing improper conduct on the part of the recipient, (ii) acceptance of which would violate the policies of the recipient's employer or cause the recipient to breach a duty owed to his or her employer, or (iii) to otherwise secure an undue or improper advantage in violation of any applicable Anti-Corruption Law, in each case, as would not, individually or in the aggregate, reasonably be expected to be material to the Transferred Assets, the Assumed Liabilities or the Business taken as a whole.

(b) None of the Seller Parties, nor any of their respective directors, managers, officers, or, to the Knowledge of Seller Parent, employees (acting in their capacities as such), agents, or any representatives acting for or on behalf of the Seller Parties (i) has been or is a Sanctioned Person; or (ii) has, with respect to the operation of the Business, since April 24, 2019, transacted business with or for the benefit of a Sanctioned Person; or (iii) since the Lookback Date, with respect to the operation of the Business, otherwise violated applicable Sanctions or Ex-Im Laws, in each case, as would not, individually or in the aggregate, reasonably be expected to be material to the Transferred Assets, the Assumed Liabilities or the Business taken as a whole.

(c) To the Knowledge of Seller Parent, in the last five (5) years, the Seller Parties have not been the subject of any allegation, voluntary disclosure, investigation, prosecution or enforcement action related to any Anti-Corruption Laws, Ex-Im Laws, or Sanctions, or relevant policies, procedures, and internal controls related to the foregoing with respect to the Business, in each case, as would not, individually or in the aggregate, reasonably be expected to be material to the Transferred Assets, the Assumed Liabilities or the Business taken as a whole.

Section 4.09. Intellectual Property; Privacy and Data Security.

(a) Schedule 4.09(a) sets forth all Business Registered IP included in the Transferred Assets and the jurisdiction(s) in which any such Business Registered IP has been issued or registered or in which any application for such issuance and registration has been filed. All of the material Business Registered IP included in the Transferred Assets is subsisting, and, to the Knowledge of Seller Parent, valid, and enforceable. None of the Seller Parties, nor the operation of the Business, infringe, misappropriate, or otherwise violate, or have since the Lookback Date infringed, misappropriated, or otherwise violated, the Intellectual Property of any Person. The Seller Parties exclusively possess all right, title, and interest to, or have a valid and enforceable right to use, all material Intellectual Property used in or necessary for the conduct of the Business, free and clear of all Liens, other than Permitted Liens, and, subject to the terms of this Agreement and the other Transaction Agreements, all such Intellectual Property that is material to the Business is included in the Transferred Assets and shall be owned or available for use by Buyer immediately following the Closing on the same basis and same terms as owned or available for use by the Seller Parties in connection with the Business immediately prior to the Closing, except with respect to Intellectual Property licensed to the Seller Parties under any third-party license agreements of which Buyer elects not to take assignment.

(b) Since the Lookback Date, none of the Seller Parties have received any written complaint, claim, notice or demand from any Person alleging that any Seller Party or the operation of the Business infringes, misappropriates, or otherwise violates any Intellectual Property of any Person or challenging the ownership or use by any Seller Party of, or the validity, enforceability, or registrability of, any material Business Intellectual Property included in the Transferred Assets. There are no Actions pending or threatened in writing against any Seller Party alleging that any Seller Party or the operation of the Business infringes, misappropriates, or otherwise violates any Intellectual Property of any Person, in each case, that would reasonably be expected to individually or in the aggregate, be material to the Transferred Assets, the Assumed Liabilities or the Business taken as a whole, or that would otherwise prevent or materially impair or delay the ability of the Seller Parties to consummate the Seller Transactions.

(c) To the Knowledge of Seller Parent, as of the Original Agreement Date, no Person is engaging in any activity that infringes, misappropriates, or otherwise violates any Business Intellectual Property included in the Transferred Assets.

(d) The Business Systems included in the Transferred Assets are functional and operate and run in a reasonable business manner and are sufficient in all material respects for the current needs of the Business, including as to capacity and ability to meet current peak volumes and anticipated volumes in a timely manner, and the Seller Parties maintain reasonable backup and disaster recovery plans and procedures with respect to the Business Systems included in the Transferred Assets and the data stored or processed thereby. Since the Lookback Date, there have been no material security breaches, malfunctions, data losses, outages, unavailability or failures of the Business Systems included in the Transferred Assets.

(e) The Seller Parties take and have taken commercially reasonable steps to maintain the confidentiality of all material trade secrets and confidential information and to secure ownership of material Intellectual Property developed on their behalf. All material

Intellectual Property developed by past or current employees, consultants, or independent contractors of any Seller Party in the scope of their employment or engagement either vested in such Seller Party by operation of Law or has been assigned to such Seller Party under a written agreement and each Person who has been provided, or with access to, any material trade secrets or confidential information of the Business or any of the Seller Parties has signed an agreement with reasonable confidentiality obligations and use restrictions or is under a legally-binding duty of confidentiality with respect to the same. To the Knowledge of Seller Parent, no such employee, consultant, or independent contract is in violation of any such agreement or duty and there has been no unauthorized disclosure of any such trade secrets or information.

(f) The Seller Parties maintain and have maintained policies and procedures regarding data Processing and have reasonable safeguards in place reasonably designed to (i) protect Personal Data in their possession or under their control against loss, theft, or unauthorized use or disclosure and (ii) ensure that the operation of the Business is in compliance with all Privacy Laws in all material respects. There has been no alleged or actual material unauthorized access to or use of, or material breach of the security of, any Personal Data, payment card information, confidential or proprietary data or any other material information Processed by or on behalf of the Seller Parties (or any acquisition, use, loss, destruction, compromise, or disclosure thereof). None of the Seller Parties have received any written notice of any claims of, or, to the Knowledge of Seller Parent, been charged with, the violation of any Privacy Laws, that individually or in the aggregate, would reasonably be expected to be material to the Transferred Assets, the Assumed Liabilities or the Business, taken as a whole.

(g) The Seller Parties comply, and have, since the Lookback Date, complied, in all material respects with all of their policies and procedures regarding data Processing and all Privacy Laws and applicable provisions of any contract with respect to data privacy, data security, or consumer protection, including the Seller Parties' written internal and external-facing privacy policies. To the Knowledge of Seller Parent, no Seller Party, with respect to the Transferred Assets, the Assumed Liabilities or the Business, has been required to give notice to any customer, supplier, payment card issuer, financial institution, Government Authority, data subject, or other Person of any actual or alleged data security breaches, incidents, or failures or any material noncompliance pursuant to any applicable Laws or applicable provisions of any contract with respect to data privacy, data security, or consumer protection. Immediately after the Closing, to the maximum extent permitted by the Bankruptcy Code and applicable Law (including Privacy Laws and the privacy policies and notices of the applicable Seller Party in effect at the time of collection of the Personal Data included in the Transferred Assets), Buyer shall have substantially the same rights with respect to Personal Data included in the Transferred Assets and Processed by or on behalf of the Seller Parties in connection with the Business as the Seller Parties have immediately prior to the Closing.

(h) With respect to any software licensed on an "open source" or "freeware" basis that is bundled with, embedded in, linked to, or otherwise integrated with any software included in the Business Intellectual Property included in the Transferred Assets (i) the Seller Parties are and have been in material compliance with all applicable licenses with respect thereto, and (ii) none of such owned software included in the Business Intellectual Property included in the Transferred Assets embeds, incorporates, links to, or otherwise uses or interacts with any such open source software or freeware in a manner or relation that requires (or

conditions the grant of any rights upon) any distribution (or re-distribution), disclosure, or licensing of, or any licensee being permitted to modify, make derivative works of, or reverse engineer, any proprietary software included in the Business Intellectual Property included in the Transferred Assets (including any source code thereto), create obligations for the Seller Parties to grant, or purport to grant, to any third party any rights or immunities under any Business Intellectual Property included in the Transferred Assets (including any patent non-asserts or patent licenses), or impose any economic limitations on the Seller Parties' commercial exploitation thereof. No Person other than the Seller Parties (or their contractors engaged to provide software development services and that are subject to written agreements with reasonable confidentiality obligations and use restrictions with respect to software code) is in possession of, or has been granted any current or contingent license or other right with respect to, any source code included in the Business Intellectual Property included in the Transferred Assets, and no such source code has been disclosed, licensed, released, distributed, escrowed or made available to or for any Person and no Person has been granted any rights thereto or agreed to disclose, license, release, deliver, or otherwise grant any right thereto under any circumstance.

Section 4.10. Environmental Matters.

(a) Except as would not, individually or in the aggregate, reasonably be expected to be material to the Transferred Assets, the Assumed Liabilities or the Business, taken as a whole:

(i) each of the Seller Parties is, and since the Lookback Date has been, in compliance with all applicable Environmental Laws, which compliance includes maintaining and complying with all material Environmental Permits required or necessary to own or operate the Business (and a list of all such Environmental Permits is set forth on Schedule 4.10(a)(i));

(ii) there are no Actions pending or, to the Knowledge of Seller Parent, threatened in writing, against the Seller Parties alleging that the Seller Parties or the Business are violating, or responsible for a Liability under, any Environmental Law, in each case with respect to the Business;

(iii) with respect to the Business, no Seller Party and, to the Knowledge of Seller Parent, no other Person to the extent giving rise to Liability for any Seller Party has released, disposed or arranged for disposal of, transported, exposed any Person to, or owned or operated any property or facility contaminated by, any Hazardous Materials, in each case so as to give rise to any Liability under Environmental Laws for any Seller Party or otherwise with respect to the Business or the Transferred Assets.

(b) The Seller Parties have provided to Buyer copies of all material environmental reports, assessments and audits in their possession or control and relating to the Business or the Transferred Assets and Assumed Liabilities.

Section 4.11. Material Contracts.

(a) Schedule 4.11(a) sets forth a true, complete and accurate listing of the following Contracts that are primarily related to the Business, in each case that is in effect on the Original Agreement Date and in each case other than Employee Plans (collectively, the

“Material Contracts”); *provided*, that any purchase orders, servicer orders, or statements of work entered into in the Ordinary Course of Business shall not be required to be listed on Schedule 4.11:

(i) Contracts between a Seller Party, and any Affiliate or current or former officer, director, manager, employee or direct or indirect equityholder of any Seller Party, other than employment agreements or similar Contracts entered into in the Ordinary Course of Business;

(ii) any collective bargaining agreement or other labor-related Contract with any labor union, works council or labor organization (each, a “Labor Agreement”) representing any Covered Employees;

(iii) any employment or consulting agreement or deferred compensation, severance, bonus or similar Contract with any Covered Employee that (A) provides for (I) annual or aggregate compensation in excess of \$150,000 and (II) payment of any severance benefits or (III) any change in control, retention or other payments that would be triggered solely by the consummation of the transactions hereunder or (B) that cannot be terminated with less than sixty (60) days’ notice without incurring any Liability or financial obligation;

(iv) Contract for the sale or disposition of any of the assets of the Business, other than in the Ordinary Course of Business, for consideration in excess of \$500,000;

(v) Contracts relating to the acquisition or disposition of any business assets or properties (whether by merger, sale of stock, sale of assets or otherwise) by any Seller Party of any other Person, in each case, for consideration in excess of \$500,000 and which acquisition is pending or was consummated since the Lookback Date;

(vi) Contracts relating to incurrence of Debt or the making of any loans, in each case, involving amounts in excess of \$500,000;

(vii) each Contract relating to any single Capital Expenditure or series of related Capital Expenditures pursuant to which the Business has future financial obligations in excess of \$500,000;

(viii) other than Intercompany Debt (A) made or incurred in the Ordinary Course of Business which will be fully and unconditionally released and discharged at or prior to the Closing or (B) incurred in accordance with any Order of the Bankruptcy Court, Contracts relating to, or which create, Liens upon or in respect of the Transferred Assets (other than Permitted Liens);

(ix) Contracts which (A)(1) involve the receipt of revenue by the Seller Parties or (2) the expenditure by the Seller Parties, in each case, in excess of \$500,000 annually, (B) requires performance by any party thereto for more than one year from the Original Agreement Date, and (C) are not terminable by the applicable Seller Party that is party thereto without penalty on less than one hundred eighty (180) days’ notice;

(x) settlements (A) in excess of \$750,000 entered into since the Lookback Date with respect to any Action or (B) for which the Business has ongoing monetary or non-monetary Liability(ies) thereunder;

(xi) BTOP Grants;

(xii) Contracts (A) for the inbound or outbound license of any Intellectual Property (other than (x) in-bound licenses for off-the-shelf or other commercially available software (including open source software) licensed or procured for aggregate fees of \$100,000 or less and, (y) non-exclusive licenses granted by any Seller Party to customers or service providers in the Ordinary Course of Business or that are incidental to the transaction contemplated by the Contracts containing such licenses, where the purpose of such Contracts is primarily something other than the license of Intellectual Property), (B) under which any Person has developed or been engaged to develop for any Seller Party any material Business Intellectual Property included in the Transferred Assets (excluding agreements with employees and contractors in the Ordinary Course of Business and on standard forms of agreement under which such employees and contractors assign rights in all such Intellectual Property to a Seller Party), or (C) settling, resolving, or purporting to settle or resolve any material dispute with respect to, or otherwise affecting any Seller Party's rights to use or enforce, any Business Intellectual Property included in the Transferred Assets, including settlement agreements, coexistence agreements, covenant-not-to-sue agreements, and consent-to-use agreement;

(xiii) Contracts that constitute a partnership agreement, joint venture agreement, strategic alliance, joint development or similar Contract or arrangement, including any Contract involving the sharing of profits, losses, costs or liabilities of Seller Parent or its Subsidiaries with any other Person;

(xiv) Contracts that contain (A) "most favored nation", "take or pay", or equivalent preferential pricing terms for the benefit of any third party, (B) "exclusivity" or any similar requirement in favor of any Person or (C) a minimum spend or purchase requirement, output requirement or any similar requirement in favor of any Person;

(xv) Contracts that (A) contains a non-compete clause binding or purporting to be binding on the Business or otherwise will limit or purports to limit the ability of the Business to engage or compete in any line of business or with any Person or in any geographic area or during a period of time or (B) that limits or purports to limit the Business from soliciting, hiring or otherwise engaging with any prospective employee, consultant, contractor, customer or supplier;

(xvi) Contracts with a Top Customer or Top Vendor;

(xvii) Contracts granting a power of attorney or similar Contract that provides any Person the right or power to bind the Business; and

(xviii) a commitment, promise, or agreement (whether written, oral or otherwise) to enter into any of the foregoing.

(b) Each Material Contract is a legal, valid, and binding obligation of the Seller Party that is party thereto, as the case may be, and, to the Knowledge of Seller Parent, each other party to such Material Contract, and is enforceable against the applicable Seller Party, as the case may be, and, to the Knowledge of Seller Parent, each other party to such Material Contract, in accordance with its terms, subject, in each case, to the Bankruptcy and Equity Exception. A true, complete and accurate copy of each Material Contract (and all amendments, supplements or other modifications thereto), and all other material documents, agreement or undertakings related thereto, including material work orders, purchase orders and similar documents, have been made available to Buyer. Except (i) as a result of the Bankruptcy Cases, (ii) would not reasonably be expected to be material to the Transferred Assets, Assumed Liabilities, or the Business, taken as a whole, (iii) as will be cured upon entry of the Sale Order and payment of the Cure Costs, or (iv) Excluded Contracts that have been, or will be rejected in the Bankruptcy Cases, each Seller Party has performed all obligations required to be performed by it under the Material Contracts, and it is not (with the giving of notice or the passage of time, or both) in breach or default thereunder, and to the Knowledge of Seller Parent, no other party to any Material Contract is in default or breach (with the giving of notice or the passage of time, or both) under the terms of any such Material Contract and, to the Knowledge of Seller Parent, no event, condition or omission has occurred that with or without the giving of notice or the passage of time or both would constitute a breach or default by the Seller Parties or any other party to such Material Contract. Except as set forth on Schedule 4.11(b), no Seller Party has received from any other party to a Material Contract any written claim or notice of termination or intention to terminate, materially and adversely amend or modify (including, proposing in writing (or, to the Knowledge of Seller Parent, orally), any amendment or modification to material terms relating to payment, price, or duration), or not renew (or renew on materially different terms) any such Material Contract. No Seller Party has received any written (or the Knowledge of Seller Parent, verbal) threat from any other Person with respect to any breach or default of any Material Contract.

(c) None of the Seller Parties has delivered any written (or the Knowledge of Seller Parent, verbal) notice of any default or event that with notice or lapse of time or both would constitute a default by a third party under any Material Contract that would individually or in the aggregate, reasonably be expected to be material to the Transferred Assets, the Assumed Liabilities or the Business.

Section 4.12. Government Contracts. Neither Seller Parent nor any of the Seller Parties has (a) breached or violated any Law, clause or other material requirement pertaining to any Government Contract; (b) been excluded from bidding by a Government Authority; (c) been audited or investigated by any Government Authority with respect to any Government Contract; (d) conducted or initiated any internal investigation or made any disclosure with regard to any irregularity in connection with a Government Contract; or (e) received any small business set aside contract or other order or contract requiring small business or other preferred bidder status, in each case of clauses (a) through (e), as would not, individually or in the aggregate, reasonably be expected to be material to the Transferred Assets, the Assumed Liabilities, or the Business, taken as a whole, or that would otherwise prevent or materially impair or delay the ability of the Seller Parties to consummate the Seller Transactions or otherwise perform their obligations under the Seller Transaction Agreements. To the Knowledge of Seller Parent, neither Seller

Parent nor any of the Seller Parties has received any allegations of fraud, false claims or overpayments with respect to any of the Seller Parent's or the Seller Parties' Government Contracts.

Section 4.13. Employment and Employee Benefits Matters.

(a) Schedule 4.13(a) includes a correct and complete list, as of the Original Agreement Date, of all Assumed Employee Plans and separately lists and designates all other material Employee Plans. Seller Parent has previously made available to Buyer a true and complete copy of the following documents, to the extent applicable: (i) with respect to each material Employee Plan, any written plan documents (and the material terms of any unwritten Employee Plan) and all amendments thereto, including any related to trust documents, insurance contracts, or other funding arrangements, and all amendments thereto; (ii) with respect to any Assumed Employee Plan, the most recent Forms 5500 and all schedules thereto and the most recent actuarial report, if any; (iii) with respect to any Employee Plan, the most recent IRS determination letter; (iv) with respect to each material Employee Plan, the most recent summary plan descriptions and summaries of material modifications; (v) written summaries of all non-written Assumed Employee Plans and non-written material Employee Plans that are not Assumed Employee Plans; and (vi) with respect to any Assumed Employee Plan, all material non-routine correspondence received or sent from any Government Authority since the Lookback Date.

(b) Each Employee Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter, or is entitled to rely on an opinion letter, from the IRS or is maintained on a prototype plan document that has received a favorable opinion letter or advisory letter from the IRS that such form of plan document is so qualified or exempt and no circumstances or events have occurred that would reasonably be expected to adversely affect the qualification of any such Employee Plan.

(c) No Employee Plan is and none of the Seller Parties currently maintains, sponsors, contributes to (or has an obligation to contribute to), or has, within the six (6) year period ending on the Original Agreement Date, maintained, sponsored, contributed to (or been obligated to contribute to), or otherwise has any Liability under or with respect to (i) a "multiemployer plan" as defined in Section 3(37) of ERISA, (ii) a pension plan subject to the funding standards of Section 302 of ERISA, Title IV of ERISA or Section 412 of the Code or any defined benefit plan (as defined in Section 3(35) of ERISA), (iii) a "multiple employer welfare arrangement" (as defined in Section 3(40) of ERISA) or (iv) a "multiple employer plan" (within the meaning of Section 210 of ERISA or Section 413(c) of the Code). No Employee Plan provides, and the Business does not have any Liability to provide, for post-employment, post-ownership or post-service health or welfare benefits to any Person other than (A) as required by Code Section 4980B or similar Laws, or (B) coverage through the end of the month in which a termination of service occurs if permitted by the terms of the applicable Employee Plan, in each case, and for which the covered Person pays the full premium cost of coverage.

(d) Each Employee Plan has been established, maintained, administered, funded and operated, in all material respects, in accordance with its terms and in compliance with the requirements of ERISA, the Code and all applicable Laws and no event has occurred

with respect to any Employee Plan that has subjected or would reasonably be expected to subject the Business or any Transferred Asset to any material Tax, fine, Lien, penalty or other Liability imposed by ERISA, the Code (including with respect to Sections 4980B, 4980D, 4980H, 6721 of 6722 of the Code) or any other applicable Law.

(e) No material Actions are pending or, to the Knowledge of Seller Parent, threatened from any Government Authority in connection with any Assumed Employee Plan (other than routine benefit claims) or, to the extent material Liability to the Business could result, any other Employee Plan. With respect to each Employee Plan, all contributions, premiums or other payments with respect to the Business that have become due have been timely paid, in all material respects, or to the extent not yet due, have been properly accrued in accordance with GAAP, in all material respects. With respect to each Employee Plan, there have been no non-exempt "prohibited transactions" (as such term is defined under Section 406 of ERISA or Section 4975 of the Code) or breaches of fiduciary duty (as determined under ERISA), in each case, that could result in material Liability to the Business.

(f) No Seller Party is a party to or bound by any Labor Agreement with any labor union covering the Covered Employees, and none are currently being negotiated; and no Covered Employees of any Seller Party are represented by any labor union, labor organization or works council with respect to their employment with the Seller Party. To the Knowledge of Seller Parent, since the Lookback Date, there have been no labor organizing activities with respect to any Covered Employee. With respect to the Covered Employees, there are, and since the Lookback Date have been no actual or, to the Knowledge of Seller Parent, threatened (i) strikes, concerted work stoppages, concerted work slowdowns, hand billing, lockouts, or material labor disputes against or affecting any Seller Party, or (ii) unfair labor practice charges, material grievances or material labor arbitrations.

(g) Since the Lookback Date, no Seller Party has implemented any plant closing or layoff of employees triggering a notice obligation under the federal Worker Adjustment and Retraining Notification Act of 1988 or any similar applicable state or local law (the "WARN Act"), nor is there presently any outstanding liability under the WARN Act. As of the date of this Original Agreement Date, no plant closing or employee layoffs which would trigger a notice obligation under the WARN Act are planned or announced.

(h) Since the Lookback Date, the Seller Parties have reasonably investigated all sexual harassment and sexual misconduct allegations against any current or former officers, directors, or executive level employees of the applicable Seller Party that have been reported to such Seller Party, or of which the Seller Party or Seller Parent is otherwise aware. With respect to each such allegation (except those the Seller Party reasonably deemed to not have merit), the Seller Party has taken prompt corrective action reasonably calculated to prevent further improper conduct. No Seller Party is aware of any such allegations that would reasonably be expected to, individually or in the aggregate, be material to the Transferred Assets, the Assumed Liabilities or the Business.

(i) To Seller Parent's knowledge, no current or former employee or independent contractor of any Seller Party is in any material respect in violation of any term of employment agreement, nondisclosure agreement, noncompetition agreement or restrictive

covenant obligation (i) owed to the Seller Party, or (ii) owed to any third party with respect to such person's right to be employed or engaged by the Seller Party.

(j) Each Assumed Employee Plan that constitutes in any part of a "non-qualified deferred compensation plan" (as defined under Section 409A(d)(1) of the Code) under which any Covered Employee is eligible to receive any payment or benefit has been operated and administered in compliance in all material respects with Section 409A of the Code and the Treasury Regulations and other official guidance promulgated thereunder and no amounts under any such Assumed Employee Plan has been or is reasonably expected to be subject to the interest and additional Tax set forth under Section 409A(a)(1)(B) of the Code.

(k) No Seller Party has any obligation to "gross-up", reimburse or otherwise indemnify any Covered Employee for any interest, penalties, or Taxes, including any excise taxes under Section 4999 of the Code or under Section 409A of the Code.

(l) Neither the execution nor delivery of this Agreement nor the consummation of the transactions could, either alone or in conjunction with any other event, (i) result in the payment of any compensation or benefits to any Covered Employee, (ii) accelerate the time of payment or vesting, or increase the amount of compensation due to any Covered Employee, (iii) result in the forgiveness of indebtedness under any Assumed Employee Plan or (iv) result in any "excess parachute payment" within the meaning of Section 280G of the Code payable or provided to any Covered Employee.

(m) Seller Parent has made available to Buyer a complete and correct list, as of the Original Agreement Date, of all Covered Employees, showing each employee's date of hire, job title, work location, department, base salary or hourly rate of compensation, target bonus or commission or other incentive compensation for 2025, accrued vacation balance, and whether on leave of absence (and if so, type of leave and expected date of return). To the Knowledge of Seller Parent, the Covered Employees set forth on the foregoing list are sufficient in number to conduct the Business on a stand-alone basis in substantially the same manner as conducted as of the Original Agreement Date. Seller Parent represents that each individual set forth on the foregoing list predominantly devotes his or her working time to performing services on behalf of the Business, and that no Seller Party employs any individuals who predominantly devotes his or her working time to performing services on behalf of the Business who is not included in the foregoing list.

(n) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, there are, and since the Lookback Date have been, no employment- or labor-related Actions pending against or involving any Covered Employee and, to the Knowledge of Seller Parent, (i) no such Action is threatened and (ii) no facts or circumstances exist that would reasonably be expected to result in any such Action.

Section 4.14. Taxes.

(a) Except for matters that would not reasonably be material to the Transferred Assets, the Assumed Liabilities or the Business:

(i) The Seller Parties have timely filed (or have had filed on their behalf) all Tax Returns required to be filed, taking into account any extensions of time to file such Tax Returns and all such Tax Returns are true, complete and correct in all respects. All amounts of Taxes (whether or not shown as due on such Tax Returns) owed by the Seller Parties have been fully paid or properly accrued for on the Seller Parties' applicable financial statements other than Taxes which are not yet due and payable or are being contested in good faith.

(ii) There are no Liens for Taxes on the Transferred Assets other than Permitted Liens. The Seller Parties have (A) timely collected and paid all sales and use Taxes that such Seller Party was required to collect or pay or have been furnished properly completed exemption certificates and have maintained all such records and supporting documents in the manner required by all applicable sales and use Tax statutes and regulations, and (B) are otherwise in compliance in all respects with all applicable Laws regarding sales and/or use Taxes, in each case, with respect to the Business or the Transferred Assets.

(iii) To the Knowledge of Seller Parent, no Seller Party has been a party to a "listed transaction" as such term is defined in Treasury Regulations Section 1.6011-4(b)(2) that involved or related to the Transferred Assets.

(iv) There are not currently in effect any extensions or waivers of any statute of limitations of any jurisdiction regarding the assessment or collection of any Tax relating to the Transferred Assets.

(v) There are no administrative or judicial proceedings by any Taxing Authority commenced or pending with respect to any Taxes relating to the Transferred Assets.

(vi) No claim relating to Taxes of the Transferred Assets has, since the Lookback Date, been made in writing by a Taxing Authority in a jurisdiction where a Seller Party does not file Tax Returns with respect to the Transferred Assets that it is or may be subject to taxation by that jurisdiction with respect to the Transferred Assets.

(vii) No deficiency, audit, examination or other action for any amount of Tax (i) is pending, (ii) is being conducted, or (iii) has been threatened in writing by a Taxing Authority relating to Taxes of the Transferred Assets that has not been satisfied by payment, settled or withdrawn.

(viii) All Tax withholding and deposit requirements imposed by applicable Law with respect to any of the Transferred Assets have been satisfied in all respects.

(ix) The purchase of the Transferred Assets will not result in Buyer being treated as purchasing equity interests for U.S. federal (or applicable state or local) income Tax purposes.

Section 4.15. Real Property.

(a) Schedule 4.15(a)(i) sets forth the address of all Transferred Owned Real Property as of the Original Agreement Date. With respect to each Transferred Owned Real Property, (i) the applicable Seller Party has good and valid marketable fee simple title to all such Transferred Owned Real Property, in each case free and clear of all Liens, except for Permitted Liens; (ii) the applicable Seller Party has not leased or otherwise granted to any person the right to use or occupy such Transferred Owned Real Property or any portion thereof; and (iii) other than the right of Buyer pursuant to this Agreement, there are no outstanding options, rights of first offer or rights of first refusal to purchase such Transferred Owned Real Property or any portion thereof or interest therein. Schedule 4.15(a)(ii) sets forth a list of all real property easement rights related to the Transferred Assets that are material to the operation of the Physical Network, which cross the real property of private property owners or political subdivisions. No Seller Party is a party to any agreement or option to purchase any real property or interest therein relating to, or intended to be used in the operation of, the Business.

(b) Schedule 4.15(b)(i) sets forth a list of the addresses of all Transferred Leased Real Property, and a true and complete list of all Transferred Leases for each such Transferred Leased Real Property as of the Original Agreement Date. Seller Parent has delivered to Buyer a true and complete copy of each such Transferred Lease document (including all material amendments, extensions, renewals, guaranties and other agreements with respect thereto). The applicable Seller Party has valid leasehold title (as lessee or sublessee) in all such Transferred Leased Real Property, in each case free and clear of all Liens, except for Permitted Liens. All Transferred Leases under which a Seller Party is a lessee or sublessee are legal, binding and in full force and effect and are enforceable as against such Seller Party, and to the Knowledge of Seller Parent, as against any other counterparty thereto, in all material respects, in accordance with their respective terms, subject to the Bankruptcy and Equity Exception. Except as set forth on Schedule 4.15(b)(ii), with respect to each of the Transferred Leases: (i) the applicable Seller Party's possession and quiet enjoyment of the Transferred Leased Real Property under such Transferred Lease has not been disturbed; (ii) neither the applicable Seller Party nor any other party to the Transferred Lease is in material breach or material default under any such Transferred Lease, and no event has occurred or circumstances exist which, with the delivery of notice, the passage of time or both, would constitute such a material breach or material default, or permit the termination, modification, or acceleration of rent under such Transferred Lease; (iii) the applicable Seller Party has not subleased, licensed or otherwise granted any person the right to use or occupy such Transferred Leased Real Property or any portion thereof; and (iv) the applicable Seller Party has not collaterally assigned or granted any other security interest in such Transferred Lease or any interest therein, in each case, as would not, individually or in the aggregate, reasonably be expected to be material to the Transferred Assets, the Assumed Liabilities or the Business taken as a whole.

(c) Schedule 4.15(c) sets forth Google Earth KMZ digital file maps of the Physical Network (the "KMZ Map") relating to the Transferred Assets that is accurate and complete in all material respects to the Knowledge of Seller Parent as of the Original Agreement Date. The term "Physical Network" means the fiber optic networks, cabling, and other fixed network-related assets irrespective of whether they are located on public or private property, including wires, cables, conduits, junction boxes, manholes, hand holes, and connecting

equipment. The Seller Parties' material interests or material right of use in the Transferred Owned Real Property, Transferred Leased Real Property, IRUs, and Transferred Contracts, that are necessary for the operation of the Physical Network are substantially shown in the KMZ Map set forth in Schedule 4.15(c), in each case, as would not, individually or in the aggregate, reasonably be expected to be material to the Transferred Assets, the Assumed Liabilities or the Business, taken as a whole.

(d) To the Knowledge of Seller Parent, the Transferred Real Property is in material compliance with all applicable building, zoning, subdivision and other land use Laws for the current use of the Transferred Real Property; as of the Original Agreement Date, the buildings, structures, improvements, fixtures, building systems and equipment, and all material components thereof, included in the Transferred Real Property and Physical Network have not suffered material damage from severe weather events and other natural conditions such as hurricanes, floods, tornadoes, earthquakes and wildfires, among other events and none of the Seller Parties has received any written notice from any Government Authority asserting any material violation of applicable Laws with respect to the Transferred Owned Real Property or Transferred Leased Real Property that remains uncured as of the Original Agreement Date that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

Section 4.16. Brokers. Except for fees and expenses of Bank Street Group LLC and PJT Partners LP (together, the "Seller Parent's Bankers") (whose fees and expenses shall be solely borne by Seller Parties as an Excluded Liability, with no Liability to Buyer or any of its Affiliates with respect thereto at or following the Closing) no broker, finder, investment banker, financial advisor or other Person is entitled to any brokerage, finder's, financial advisor's or other fee or commission, including any reimbursement of expenses in connection therewith, from or on behalf of the Seller Parties or any of their respective Affiliates in connection with the Transactions.

Section 4.17. Title. Except for Permitted Liens, the Transferred Assets (other than (a) the Transferred Owned Real Property and the leasehold estate (as lessee or sublessee) in the Transferred Leased Real Properties, which are the subject of Section 4.15 and (b) any tangible personal property leased pursuant to a Transferred Contract) are owned by or otherwise made available to the Seller Parties, free and clear of all Liens, to the fullest extent permissible under Section 363(f) of the Bankruptcy Code.

Section 4.18. Insurance. Schedule 4.18 provides true, complete and accurate list, including the name of the insurer, the name of the Person insured, the risks insured and related limits, and policy number of all material Insurance Policies maintained by Seller Parent and/or its Subsidiaries for, at the expense of or for the benefit of, the Business. Each such Insurance Policy is in full force and effect, all premiums due and owing to date thereunder have been timely paid in full and neither the Seller Parties nor any of their Affiliates is in material default with respect to any other obligations thereunder. No written notice of any pending or threatened cancellation, alteration of coverage, termination or nonrenewal, in whole or in part, with respect to any such Insurance Policy currently in force has been received by any Seller Party as of the Original Agreement Date. Except as would reasonably be expected to be material to the Transferred Assets, Assumed Liabilities, or the Business, taken as a whole, there is no claim or

other Actions pending or, to the Knowledge of Seller Parent, threatened under any of the Insurance Policies as to which coverage has been questioned, denied or disputed by the underwriters of such policies. To the Knowledge of Seller Parent, no event has occurred, and no circumstance or condition exists, that has given rise to or serves as the basis for or (with or without notice or lapse of time) could reasonably be expected to give rise to or serve as the basis for any material claim or other Action under any Insurance Policy. Neither Seller Parent nor any of its Subsidiaries has received any written notice from any insurer or reinsurer of any reservation of rights with respect to pending or paid material claims or other Actions. Except as would reasonably be expected to be material to the Transferred Assets, the Assumed Liabilities or the Business, taken as a whole, all Insurance Policies are, and all similar insurance policies maintained since the Lookback Date, were placed with financially sound and reputable underwriters, and are and were in amounts and had coverages that are and were reasonable and customary for Persons engaged in business similar to the Business.

Section 4.19. Sufficiency of Assets. The Transferred Assets are owned or leased by the Seller Parties, and together with the Shared Customer Contracts, Excluded Contracts (that Buyer elects to exclude or not assume hereunder), and the services to be provided by the Seller Parties pursuant to the TSA, constitute all properties and other assets that are used or necessary for use in connection with the continued operation of the Business as ~~currently~~ conducted as of the date of this Original Agreement Date, in all material respects.

Section 4.20. Affiliate Transactions. Except as set forth on Schedule 4.20, no Affiliate of any Seller Party, or any current or former Insider (a) is a party to any agreement or transaction with any Seller Party other than (i) employment arrangements in the Ordinary Course of Business and (ii) the Employee Plans, (b) has any interest in any material property (whether tangible or intangible) used by any Seller Party in connection with the Business or (c) owns any interest in, or is engaged in business as a Top Vendor or Top Customer of Seller Parties.

Section 4.21. Top Customers and Top Vendors. Schedule 4.21 sets forth a correct and complete list of (a) the top twenty (20) customers of the Business on a consolidated basis as determined by the amount of gross billings by the Business during the twelve (12)-month period ending on the Balance Sheet Date (the "Top Customers"), including the amount of such gross billings for each Top Customer in such period, and (b) the top twenty (20) vendors of the Business on a consolidated basis as determined by the aggregate value of total purchases or payments made by the Business during the twelve (12)-month period ending on the Balance Sheet Date (the "Top Vendors"), including the aggregate value of purchases or payments made to each Top Vendor for such period; *provided, however*, that in no event shall the Top Vendors include any legal, financial, or other advisors or consultants primarily engaged by the Seller Parties in connection with, or relating to, filing or the preparation of the Bankruptcy Cases, the restructuring contemplated thereby, the authorization, preparation, negotiation, execution and performance of this Agreement or the other Transaction Agreements, the MO Divestiture APA, the IL Divestiture APA, or the sale process relating to the potential sale of the Business or any of the Excluded Businesses. To the Knowledge of Seller Parent, since the Lookback Date no event has occurred that has adversely affected in any material way or would reasonably be expected to, adversely affect in any material way the applicable Seller Parties' relations with any Top Customer or any Top Vendor, and since the Lookback Date no Top Customer or Top Vendor has terminated or materially decreased the amount of business conducted with the Seller Parties or to

the Knowledge of Seller Parent, threatened, advised or notified the Seller Parties that it intends to terminate its relations with the Seller Parties or otherwise materially decrease the amount of business conducted with the Seller Parties. No Seller Party is currently engaged in any dispute with any Top Customer or any Top Vendor. Since the Lookback Date, there has not been a material disruption in the operation of the Business, or issue that resulted in a material Action or Order against or implicating the Seller Parties, that involved a Top Vendor.

Section 4.22. Inventory. The Inventory consists in all material respects, of a quality and quantity usable in the Ordinary Course of Business, is not obsolete, damaged, defective or abnormally slow-moving, and is and will be merchantable and fit for its intended use, subject only to the reserves for inventory write-downs or unmarketable, obsolete, defective or damaged inventory for which adequate reserves have been established, in each case, as would not individually or in the aggregate, reasonably be expected to be material to the Transferred Assets, the Assumed Liabilities or the Business, taken as a whole.

Section 4.23. Available Contract Schedule. To the Knowledge of Seller Parent, the Seller Parties have provided (or cause the provision of) to Buyer on or prior to the Agreement Date a true and accurate copy in all material respects of the Available Contract Schedule as of the Agreement Date.

Section 4.24. No Other Representations or Warranties.

(a) Except for the representations and warranties expressly set forth in (i) this Article IV (as modified by the Disclosure Schedules), (ii) any other Transaction Agreement or (iii) the certificate to be delivered pursuant to Section 10.02(a)(iii), none of the Seller Parties or any other Person has made, makes or shall be deemed to make any other representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, on behalf of the Seller Parties or any of their respective Affiliates, including any representation or warranty regarding any Seller Party or any other Person, any Transferred Assets, any Liabilities of any Seller Party, including any Assumed Liabilities, the Business, any other rights or obligations to be transferred pursuant to the Transaction Agreements or any other matter, and the Seller Parties hereby disclaim all other representations and warranties of any kind whatsoever, express or implied, written or oral, at law or in equity, whether made by or on behalf of any Seller Party or any other Person, including any of their respective Representatives.

(b) Except for the representations and warranties expressly set forth in (i) this Article IV (as modified by the Disclosure Schedules), (ii) any other Transaction Agreement or (iii) the certificate to be delivered pursuant to Section 10.02(a)(iii): (x) each Seller Party hereby (A) disclaims and negates any representation or warranty, expressed or implied, at common law, by statute, or otherwise, relating to the condition of the Transferred Assets or the Business, and (B) disclaims all Liability and responsibility for all projections, forecasts, estimates, financial statements, financial information, appraisals, statements, promises, advice, data or information made available or provided by or on behalf of Seller Parent in that certain datasite administered by Firmex on behalf of the Seller Parties (the "Dataroom") or otherwise communicated or furnished (orally or in writing, including electronically) to Buyer or any of Buyer's Affiliates or any Representatives of Buyer or any of Buyer's Affiliates (including any opinion, information, projection, or advice that may have been or may be provided to Buyer by any Representative of

the Seller Parties), including omissions therefrom; and (y) without limiting the foregoing, no Seller Party makes any representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, to Buyer or any of its Affiliates or any Representatives of Buyer or any of its Affiliates regarding the probable success, profitability or value of the Transferred Assets or the Business. The disclosure of any matter or item in any Disclosure Schedule or other schedule hereto shall not be deemed to constitute an acknowledgment that any such matter is required to be disclosed or is material or that such matter would reasonably be expected to result in a Material Adverse Effect except for any disclosure pursuant to Section 4.05(b).

(c) Notwithstanding the foregoing, nothing in this Section 4.24 shall limit any rights or remedies of Buyer with respect to a claim arising out of or related to Fraud.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller Parent that:

Section 5.01. Formation and Authority of Buyer; Enforceability. Buyer is a corporation, limited partnership, limited liability company, or other entity duly incorporated, formed or organized, validly existing and, to the extent legally applicable, in good standing under the Laws of its jurisdiction of incorporation, formation or organization and has the requisite corporate, limited partnership, limited liability company, or other appropriate power and authority to execute, deliver and perform its obligations under the Buyer Transaction Agreements (including the consummation of the Buyer Transactions). The execution, delivery and performance of the Buyer Transaction Agreements by Buyer (including the consummation of the Buyer Transactions) have been duly authorized by all requisite corporate, limited partnership, limited liability company, or other applicable organizational action on the part of Buyer, and no shareholder or other similar approval is required in connection with Buyer's execution, delivery and performance of the Buyer Transaction Agreements. This Agreement has been, and upon execution and delivery thereof, the other Buyer Transaction Agreements will be, duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and upon execution and delivery thereof, the other Buyer Transaction Agreements will constitute, legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, subject to the Bankruptcy and Equity Exception.

Section 5.02. No Conflict. Provided that all Consents, waivers and other actions described in Section 5.03 (including the Government Approvals) or Section 4.03 have been obtained, the execution, delivery and performance by Buyer of the Buyer Transaction Agreements do not and will not:

(a) violate or conflict with the certificate or articles of incorporation or bylaws or similar organizational documents of Buyer;

(b) violate any Law or Order applicable to Buyer;

(c) violate, conflict with, result in a breach of, or constitute a violation or default (or any event that, with notice or lapse of time or both would constitute a default) under, or give rise to any right to terminate, cancel, or accelerate, or result in a loss of a material benefit under, any material Contract; or

(d) result in the creation of any Lien (other than a Permitted Lien) on any assets or properties of Buyer pursuant to, any material Contract to which Buyer or any of its Subsidiaries or Affiliates is a party, or by which Buyer or any of such assets or properties is bound,

in each of the case of clauses (b), (c) and (d), except for any such conflicts, violations, terminations, cancellations, breaches, defaults, accelerations, or Liens as would not materially impair or delay the ability of Buyer to consummate the Buyer Transactions or otherwise perform its obligations under the Buyer Transaction Agreements.

Section 5.03. Consents and Approvals. The execution, delivery and performance by Buyer of the Buyer Transaction Agreements do not and will not require any Consent, waiver or other action by, or any filing with or notification to, any Government Authority, except (a) the Government Approvals, (b) in connection with any other applicable filing, notification, waiting period or approval requirements under applicable Antitrust Laws, Communications Laws, the DPA and the BTOP Grants or (c) where the failure to obtain such Consent or waiver, to take such action, or to make such filing or notification, would not materially impair or delay the ability of Buyer to consummate the Buyer Transactions or otherwise perform its obligations under the Buyer Transaction Agreements.

Section 5.04. Absence of Restraints; Compliance with Laws.

(a) Buyer is not in violation of any Laws or Orders applicable to the conduct of its business, except for violations the existence of which would not reasonably be expected to materially impair or delay in any material respect the ability of Buyer to consummate the Buyer Transactions or otherwise perform its obligations under the Buyer Transaction Agreements.

(b) There are no Actions pending or, to the knowledge of Buyer, threatened in writing, that would materially impair or delay in any material respect the ability of Buyer to consummate the Buyer Transactions or otherwise perform its obligations under the Buyer Transaction Agreements or to consummate the Transactions contemplated by the Buyer Transaction Agreements.

Section 5.05. Financial Ability.

(a) Attached hereto as Exhibit F is (i) a true and complete copy of an executed commitment letter (together with all exhibits, schedules and annexes thereto) dated May 22 July 21, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified only in accordance with Section 6.12), together with the Fee Letter (as defined below), (the “Debt Commitment Letters”) from the Commitment Parties (as defined therein) (collectively, the “Lenders”) pursuant to which the Lenders have committed to provide Buyer with debt financing for the Transactions on the terms and conditions set forth therein (such debt financing, the “Debt

Financing”), (ii) the fee letter (which fee letters may be redacted to remove only the fees and economic terms (including economic “flex” terms) set forth therein so long as such redacted information does not adversely affect the conditionality, availability or termination provisions of the Debt Financing (as defined below)), dated ~~May 22~~ July 21, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified only in accordance with Section 6.12, the “Fee Letter”) and (iii) each other side letter and Contract related to the Debt Financing (including with respect to all related “flex” rights) (other than customary engagement letters in respect of permanent financing in lieu of all or part of the Debt Financing (none of which adversely affects the conditionality, availability or termination provisions of the Debt Financing)). Attached hereto as Exhibit G is a true and complete copy of an executed equity commitment letter dated as of ~~the date hereof~~ July 22, 2025 (together with all exhibits, schedules and annexes thereto, as amended, restated, amended and restated, supplemented or otherwise modified in accordance therewith and herewith as applicable, the “Equity Commitment Letter” and, together with the Debt Commitment Letters, the “Commitment Letters”) from MIP IV (FCC) AIV, L.P., a Delaware limited partnership (“Sponsor”), pursuant to which the Sponsor has committed, subject to the terms and conditions set forth therein, to provide to Buyer the amounts of equity financing as described therein (the “Equity Financing” and together with the Debt Financing, the “Financing”). Assuming the satisfaction of the conditions set forth in the Commitment Letters, the satisfaction of the Closing Conditions set forth in Article X, and the compliance by the Seller Parties with their obligations under Section 6.12, the aggregate proceeds contemplated by the Commitment Letters, together with Other Sources, will be sufficient for Buyer to consummate the Transactions and to satisfy all of the payment obligations of Buyer under this Agreement, in each case, at the Closing, including paying the Required Financing Amount (defined below).

(b) The Commitment Letters (i) are legal, valid, and binding obligations of Buyer and, to the knowledge of Buyer, the other parties thereto, (ii) are in full force and effect, and (iii) are enforceable against Buyer and, to the knowledge of Buyer, against each other party thereto in accordance with their terms, subject to the Bankruptcy and Equity Exception. As of the Agreement Date, none of the Financing has been terminated or withdrawn, no Lender or Sponsor has notified Buyer of its intention to terminate or withdraw the Financing to be provided by such Lender or Sponsor (respectively), and Buyer does not know of any facts or circumstances that would reasonably be expected to result in the conditions set forth in the Commitment Letters not being satisfied. To the extent this Agreement must be in a form acceptable to any Lender or Sponsor providing any Financing, such Lender or Sponsor has approved this Agreement.

(c) There are no side letters or other Contracts (other than customary engagement letters in respect of permanent financing in lieu of all or part of the Debt Financing (none of which adversely affects the conditionality, availability or termination provisions of the Debt Financing)) or written agreements to which Buyer or any of its Affiliates is a party relating to the Financing that would impose any new conditions or expand the existing conditions to the Lenders’ or Sponsor’s provision of the Financing at the Closing or that would otherwise materially and adversely affect the availability of the Financing at the Closing, other than as attached hereto as Exhibit F or Exhibit G. There are no conditions precedent related to the funding of the full amount of the Financing contemplated by the Commitment Letters, other than the conditions precedent expressly set forth in the Commitment Letters (in the case of the Debt

Commitment Letters, as the same may be amended, restated, amended and restated, supplemented, replaced or otherwise modified, in each case, in accordance with Section 6.12 (including pursuant to any Alternative Financing)). For the avoidance of doubt, it is understood and agreed that nothing in this Agreement (including in this Section 5.05) shall prejudice Buyer's ability to elect to seek or obtain Alternative Financing or other debt financing that, in each case, is on Commercially Reasonable Terms, and Buyer's seeking and obtaining any Alternative Financing or other such debt financing shall not be deemed to be a breach, violation or other contravention of this Agreement (including this Section 5.05).

(d) Buyer (i) has no reason to believe that it or, to the knowledge of Buyer, any of the other parties to the Commitment Letters will be unable to satisfy on a timely basis any term or condition of closing to be satisfied by it or its Affiliates contained in the Commitment Letters, and (ii) as of the Agreement Date, has no reason to believe that any portion of the Financing required to pay the Required Financing Amount at the Closing and otherwise consummate the Transactions to be consummated by Buyer at the Closing will not be made available to Buyer on the Closing Date. Buyer has fully paid any and all commitment fees and other fees required by the Commitment Letters (as applicable) to be paid as of the Agreement Date. As of the Agreement Date, Buyer is not in default or breach under the terms and conditions of the Commitment Letters and, to the knowledge of Buyer, no event has occurred that, with or without notice, lapse of time, or both, would reasonably be expected to constitute a default or breach or a failure to satisfy a condition under the terms and conditions of the Commitment Letters.

(e) Buyer Parent has and Buyer will have at the Closing, (i) the resources and capabilities (financial and otherwise) to perform its obligations under the Transaction Agreements (including all payments to be made by it hereunder or in connection herewith) which are to be performed at the Closing, (ii) immediately available funds in connection with the Financing, together with Other Sources, in an aggregate amount (after netting out applicable fees, expenses, original issue discount and similar premiums and charges provided under the Commitment Letters, and assuming that all rights to "flex" the terms of the Debt Financing are exercised to their maximum extent) sufficient to enable Buyer to (A) consummate the Transactions on the terms contemplated by the Transaction Agreements and (B) pay all related fees and expenses and (iii) the resources and capabilities (financial and otherwise) to undertake its other obligations which are required to be performed at the Closing on the terms and conditions contemplated by the Transaction Agreements (the amounts required to be paid by Buyer pursuant to this Section 5.05, the "Required Financing Amount"). Buyer is and shall be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Transferred Assets and the related Assumed Liabilities.

(f) The obligations of Buyer under this Agreement are not contingent on the availability of the Debt Financing.

Section 5.06. Brokers. Except for fees and expenses for which Buyer or its Affiliate is solely responsible, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission from Buyer or any of Buyer's Affiliates in connection with the Transactions.

Section 5.07. Investigation. Buyer acknowledges and agrees that it (a) has completed such inquiries and investigations as it has deemed appropriate into, and, based thereon, has formed an independent judgment concerning, the Transferred Assets, the Assumed Liabilities, the Business and the Transactions, and any other rights or obligations to be transferred, directly or indirectly, pursuant to the Transaction Agreements and (b) has been furnished with, or given access to, all such projections, forecasts, estimates, appraisals, statements, promises, advice, data or information about the Seller Parties, the Transferred Assets, the Assumed Liabilities, the Business and any other rights or obligations to be transferred, directly or indirectly, pursuant to the Transaction Agreements, as it has requested or otherwise requires to enter into this Agreement. Buyer further acknowledges and agrees that (i) the only representations and warranties made by the Seller Parties are the representations and warranties expressly set forth in Article IV (as modified by the Disclosure Schedules) or any other Transaction Agreement, including the certificate to be delivered pursuant to Section 10.02(a)(iii), and Buyer has not relied upon any other express or implied representations, warranties or other projections, forecasts, estimates, appraisals, statements, promises, advice, data or information made, communicated or furnished by or on behalf of Seller Parent or any of its Affiliates, any Representatives of Seller Parent or any of its Affiliates or any other Person, including any projections, forecasts, estimates, appraisals, statements, promises, advice, data or information made, communicated or furnished by or through Seller Parent's Bankers, or management presentations, Dataroom or other due diligence information, and that Buyer will not have any right or remedy arising out of any such representation, warranty or other projections, forecasts, estimates, appraisals, statements, promises, advice, data or information and (ii) any claims Buyer may have for breach of any representation or warranty shall be based solely on the representations and warranties of the Seller Parties expressly set forth in Article IV (as modified by the Disclosure Schedules) or any other Transaction Agreement, including the certificate to be delivered pursuant to Section 10.02(a)(iii), subject to the exclusive remedies set forth herein, in each case, other than in the case of Fraud (and nothing in this Section 5.07 shall limit any rights or remedies with respect thereto). Except as otherwise expressly set forth in this Agreement or any other Transaction Agreement, Buyer understands and agrees that the Business, the Transferred Assets and the Assumed Liabilities are being transferred on a "where-is" and, as to condition, "as-is" basis subject to the representations and warranties contained in Article IV (as modified by the Disclosure Schedules) or any other Transaction Agreement, including the certificate to be delivered pursuant to Section 10.02(a)(iii), without any other representations or warranties of any nature whatsoever.

Section 5.08. Limited Guarantee. Concurrently with the execution of this Agreement, Buyer has delivered to Seller Parent a duly executed limited guarantee from Sponsor in favor of Seller Parent with respect to the performance by Buyer of its obligations under Section 6.04(h) (the "Limited Guarantee"), subject to the terms hereof and thereof. The Limited Guarantee is in full force and effect, and assuming the due and valid authorization, execution and delivery by Seller Parent, constitutes a valid and binding obligation of Sponsor, enforceable against Sponsor in accordance with its terms, subject to the Bankruptcy and Equity Exception. As of the Agreement Date, Buyer does not know of any event having occurred which, with or without notice, lapse or time or both, would constitute a default of the part of Sponsor under such Limited Guarantee.

Section 5.09. ~~Section 5.08.~~ No Other Representations or Warranties. Except for the representations and warranties expressly set forth in (a) this Article V, (b) any other Transaction Agreement or (c) the certificate to be delivered pursuant to Section 10.01(a)(iii), none of Buyer or any other Person has made, makes or shall be deemed to make any other representation or warranty of any kind whatsoever, express or implied, written or oral, at law or in equity, on behalf of Buyer or any of its respective Affiliates, including any representation or warranty regarding Buyer or any other Person or any other matter, and Buyer hereby disclaims all other representations and warranties of any kind whatsoever, express or implied, written or oral, at law or in equity, whether made by or on behalf of Buyer or any other Person, including any of its Representatives.

ARTICLE VI

ADDITIONAL AGREEMENTS

Section 6.01. Conduct of Business Before the Closing.

(a) Except (v) as required by applicable Law or by Order of the Bankruptcy Court, (w) as required by the express terms of any Transaction Agreement or the DIP Credit Agreement, (x) with Buyer's express prior written consent, (y) as required in connection with the wind-down of the PA Business or (z) for matters identified on Schedule 6.01(a), during the Pre-Closing Period:

(i) Seller Parent shall, and shall cause the other Seller Parties to (A) operate the Business in the Ordinary Course of Business, (B) use reasonable best efforts to maintain the Transferred Assets in good operating condition and repair in accordance with past practices (subject to ordinary wear and tear), (C) use reasonable best efforts to preserve in all material respects the present business operations, organization, and goodwill of the Business, and the present relationships with material customers and material suppliers of the Business and (D) use reasonable best efforts to maintain inventory and supplies at customary and adequate operating levels consistent with the Ordinary Course of Business; and

(ii) Seller Parent shall use, and shall cause the other Seller Parties to use, reasonable best efforts to assist Buyer in obtaining title commitments, title policies and surveys with respect to the Transferred Owned Real Property (including, without limitation, removing from title any liens or encumbrances which are not Permitted Liens and providing the Buyer's title company with any affidavit, indemnity or other assurances reasonably requested by the title company to issue the title policies).

(b) Except (v) as required by applicable Law or by Order of the Bankruptcy Court, (w) as required by the express terms of any Transaction Agreement or the DIP Credit Agreement, (x) with Buyer's express prior written consent, (y) as required in connection with the wind-down of the PA Business or (z) for matters identified on Schedule 6.01(b), during the Pre-Closing Period, Seller Parent shall not, and shall cause the Seller Parties and other subsidiaries not to do or take any of the following actions (whether by merger, operation of law or otherwise):

(i) except in the Ordinary Course of Business in exchange for fair value in cash, sell lease, transfer, license, abandon, or otherwise dispose of, grant or permit to exist any Lien on any Transferred Assets (in each case, whether tangible or intangible), in each case, other than a Permitted Lien or a Lien that will be discharged at or prior to the Closing (with no Liability to Buyer or any of its Affiliates, or any of the Transferred Assets);

(ii) acquire (by merger, consolidation, acquisition of stock or assets, or otherwise) any corporation, partnership, or other business organization or division;

(iii) in each case except (A) for any such Debt or guaranty that will be discharged at or prior to the Closing, or (B) to the extent incurred in connection with the Bankruptcy Cases pursuant to an Order of the Bankruptcy Court, incur or issue any Debt that would be an Assumed Liability if such Debt existed as of the Closing, or assume, guarantee, endorse, or otherwise become responsible for, Debt of any Person that would be an Assumed Liability if such Debt existed as of the Closing;

(iv) sell, transfer, lease, sublease, or otherwise dispose of (A) any IRU Agreement or any Contract relating to "dark fiber", in each case, that results in pricing that is materially under market or would be required to be included on Schedule 4.20, or (B) any Transferred Assets (excluding Business Intellectual Property, Business Technology, or Business Systems) having a value in excess of \$250,000, other than (x) in the Ordinary Course of Business or (y) obsolete or immaterial assets not used in the Ordinary Course of Business;

(v) sell, transfer, license, abandon, or otherwise dispose of any material Business Intellectual Property, Business Technology, or Business Systems, in each case, to the extent included in the Transferred Assets, other than non-exclusive licenses in the Ordinary Course of Business;

(vi) (A) increase the wages, salaries, or bonuses, or other compensation payable to any Covered Employee whose annual base compensation exceeds \$150,000, (B) establish or increase any benefits under any Assumed Employee Plan or any material Employee Plan that is not an Assumed Employee Plan, except, in either case, (x) as required by the terms of any Assumed Employee Plan, material Employee Plan that is not an Assumed Employee Plan or any Contract in existence on the Original Agreement Date that has been made available to Buyer, (y) any increase in wages, salaries, bonuses, and incentives in the Ordinary Course of Business, or (z) as required by applicable Law; or (C) announce or grant any new cash or equity or equity-based incentive awards to any Covered Employee, including any, bonus, retention, change in control, transaction, severance, or other similar compensation;

(vii) establish, adopt, amend, enter into, modify or terminate any Assumed Employee Plan or any other benefit or compensation plan, program, policy, agreement or arrangement that would be an Assumed Employee Plan if in effect on the Original Agreement Date;

(viii) (A) modify, extend, terminate, or enter into any Labor Agreement, or (B) recognize or certify any labor union, labor organization, works council, or group of employees as the bargaining representative for any Covered Employees of any Seller Party;

(ix) hire (other than (x) to replace a terminated Covered Employee at a base salary or wage rate that is not in materially excess of the base salary or wage rate applicable to the replaced employee or (y) any other employee who would be a Covered Employee with a base salary or wage rate that is not in excess of \$150,000) or terminate (other than for cause) any Covered Employee or reassign the duties of (A) a Covered Employee such that he or she is no longer a Covered Employee, or (B) any other employee of any Seller Party such that he or she would become Covered Employee;

(x) implement or announce any employee layoffs, furloughs, reductions in force, plant closings, reductions in compensation, or other similar actions that trigger notice obligations under the WARN Act;

(xi) waive or release any noncompetition, nonsolicitation, nondisclosure, or other restrictive covenant obligation of any Covered Employee, Former Covered Employee, or current or former individual independent contractor primarily providing services to the Business;

(xii) waive, assign, institute, compromise, settle, offer to or enter into any settlement or release with respect to any pending or threatened (in writing) Action relating to the Business or any of the Transferred Assets other than any settlement or release entered into in the Ordinary Course of Business or otherwise that (A) contemplates only the payment of money not in excess of \$250,000 individually or \$500,000 in the aggregate (which payment, for further clarity, will constitute Excluded Liabilities) without ongoing limits on the conduct or operation of the Business or use or other exploitation of any of the Transferred Assets, (B) results in a full release of the applicable Seller Parties with respect to the claims giving rise to such Action (other than (x) the Bankruptcy Cases or any proceedings, claims, or disputes arising from or related thereto (including with respect to the DIP Lenders or any existing lender of the Seller Parties), or (y) involving solely money damages not in excess of \$250,000 individually, and \$500,000 in the aggregate (which damages, for further clarity, will constitute Excluded Liabilities), in each case, for which this Section 6.01(b)(xii) shall be construed without giving effect to requirements of this clause (B) (provided, that such settlement does not give rise to any Assumed Liability)), and (C) is not reasonably expected to result in (x) reputational harm or other material harm to the Business or (y) the Business admitting fault or wrongdoing in a manner that would be adverse to the Buyer or the Business in any material respect (including, for the avoidance of doubt any criminal fault or wrongdoing); *provided, however*, that for the avoidance of doubt, this clause (xii) shall not apply to the settlement or resolution of Cure Costs which is addressed by Section 2.04;

(xiii) materially amend, modify, supplement or terminate any Material Contract (other than a Shared Customer Contract to the extent amended, modified, supplemented or terminated in accordance with Section 6.10) of the type set forth in clauses (v), (vi) (but solely to the extent such amendment, modification, or supplement is adverse to the Buyer or the Business), (vii), (xi), (xii), (xiii), (xiv), (xv), (xvii), (ix) (which for the avoidance of doubt shall be evaluated on an individual service order basis), (x) (but solely to the extent such settlements would require the consent of Buyer pursuant to Section 6.01(b)(xii)), (xvi) (but solely to the extent such amendment, modification, or supplement is adverse to the Buyer or the Business) or (i) (but solely with respect to any Affiliate or direct or indirect equityholder of any Seller Party

(other than employees of a Seller Party), *provided*, that ordinary course intercompany arrangements amongst the Seller Parties shall not require Buyer consent under this clause (xiii) of the definition thereof, or enter into any contract that would have been a Material Contract pursuant to clauses (v), (vi), (vii), (xi), (xii), (xiii), (xiv), (xv), (xvii), (ix) (which for the avoidance of doubt shall be evaluated on an individual service order basis), (xvi) (but solely to the extent such Contract is a standalone Contract for revenue or payments is in excess of \$500,000 per year and not pursuant to an existing Contract) or (i) (but solely with respect to any Affiliate or direct or indirect equityholder of any Seller Party (other than employees of a Seller Party), *provided*, that ordinary course intercompany arrangements amongst the Seller Parties shall not require Buyer consent under this clause (xiii) of the definition of Material Contract if it had been entered into prior to the Original Agreement Date, in each case, other than expiration pursuant to the terms of such Material Contract;

(xiv) make any changes in financial accounting methods, principles, practices, procedures, or policies, except insofar as may be required by changes, after the Original Agreement Date (A) in accordance with GAAP consistently applied or (B) or any applicable Law;

(xv) grant any Top Customer or Top Vendor any material discounts, pricing accommodations, or other similar changes relating to pricing, payment terms or credit support (including any guarantee);

(xvi) other than in the Ordinary Course of Business, (A) make any unusual and extraordinary efforts to collect any accounts receivable, or liability for Debt, or give any discounts or concessions for early payment of such accounts receivable, or liability for Debt or (B) make any sales of, or convey any interest in, any accounts receivable, or liability for Debt to any third party;

(xvii) cancel or permit to terminate any material Insurance Policy naming Seller Parent or a Subsidiary of Seller Parent as an insured, a beneficiary or a loss payable payee without first obtaining comparable substitute insurance coverage with no lapse in coverage;

(xviii) enter into any Contract evidencing new bookings where a new site or circuit is served by a direct type 2 circuit and, (A) in the case of existing customers, the resulting MRR charged to the customer for such site is not at least 60% above the type 2 circuit cost and (B) in the case of new customers, the resulting MRR charged to the customer for such site is not at least 80% above the type 2 circuit cost for new customers;

(xix) enter into, amend, modify, supplement or terminate any IRU Agreements or Contracts relating to the sale of "dark fiber", other than expiration pursuant to the terms of such IRU Agreement or Contract;

(xx) enter into any Contract where the Non-Recurring Revenue for such Contract is in excess of \$100,000 and (A) is larger than the required capital expenditures for such Contract or (B) is billable prior to deploying the related capital expenditures for such Contract; and

(xxi) authorize any of, or commit, agree or promise in writing, enter into any legally binding commitment or otherwise with respect to any of the foregoing.

Section 6.02. Access to Information.

(a) During the Pre-Closing Period, upon reasonable prior written notice to Seller Parent, Seller Parent shall, and shall cause each of the other Seller Parties and shall direct its applicable Representatives to, at the sole cost and expense of Buyer, (i) afford Buyer and its Representatives and Affiliates reasonable access, during normal business hours, to the properties, books and records of the Business, (ii) furnish to Buyer and its Representatives and Affiliates such additional financial and operating data and other information regarding the Business as Buyer or its Representatives and Affiliates may from time to time reasonably request in connection with the Transactions, and (iii) make available to Buyer and its Representatives and Affiliates, during normal business hours, those directors, officers, employees, auditors, accountants, and other Representatives of the Seller Parties, except, in the case of clauses (i), (ii) and (iii), as set forth in Section 6.02(b).

(b) Notwithstanding anything in this Agreement to the contrary,

(i) (A) in no event shall the Seller Parties or their respective Affiliates be obligated to provide any (I) access or information in violation of any applicable Law (including Privacy Laws) or any Order of the Bankruptcy Court, (II) competitively sensitive information not related to the Transferred Assets, the Assumed Liabilities or the Business or any information the disclosure of which would reasonably be expected to (as determined in Seller Parent's reasonable judgement on advice of legal counsel) jeopardize any applicable legal privilege (including the attorney-client privilege) available to any of the Seller Parties or any of their respective Affiliates relating to such information; *provided, however*, that any competitively sensitive information related to the Transferred Assets, Assumed Liabilities, or the Business will only be shared pursuant to appropriate "clean team" procedures with "clean team" personnel, (III) information in connection with a proceeding between Buyer or any of its Affiliates, on the one hand, and any Seller Party or any of its Affiliates, on the other hand or (IV) information the disclosure of which would cause any Seller Party or any of their respective Affiliates to breach a confidentiality obligation to which it is legally bound and in existence on the Original Agreement Date; *provided, however*, in the case of clauses (I), (II), (III) and (IV), Seller Parties and their respective Affiliates shall be required to use commercially reasonable efforts to provide such information; *provided, further*, in the case of clauses (I), (II) or (IV), the applicable Seller Party shall provide Buyer a reasonably detailed description of the information not provided pursuant to the forgoing, and the applicable Seller Party and Buyer shall cooperate in good faith to design and implement alternative disclosure arrangements to enable Buyer and its Representatives to evaluate such information without such violation, forfeiture or breach, and (B) any access or investigation contemplated by Section 6.02(a) shall not unreasonably interfere with any of the businesses, personnel, or operations of any of the Seller Parties or any of their respective Affiliates, or the Business;

(ii) except as required in connection with Section 3.01, the auditors and accountants of any of the Seller Parties or any of their respective Affiliates or the Business shall not be obligated to make any work papers available to any Person except in accordance

with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants; and

(iii) Buyer and its Representatives shall not conduct any sampling or testing of soil, groundwater, air, or other environmental media of any Seller Party without the prior written consent of the Seller Parties.

Section 6.03. Confidentiality.

(a) Buyer acknowledges that the Evaluation Material (as defined in the Confidentiality Agreements) provided to it in connection with this Agreement, including information provided under Section 6.02, is subject to the Confidentiality Agreements and the terms of the Confidentiality Agreements are incorporated into this Agreement by reference and shall continue in full force and effect (and all obligations thereunder shall be binding upon Buyer, and its Representatives, (as defined in the Confidentiality Agreements), in each case, as if such Person were a party thereto) until the Closing, at which time the obligations under the Confidentiality Agreements solely with respect to the Business and the Transferred Assets shall terminate (and for the avoidance of doubt, any obligations under the Confidentiality Agreements with respect to the Excluded Assets or Excluded Liabilities, shall survive in accordance with the terms and conditions of the Confidentiality Agreements). For the avoidance of doubt, Buyer shall be permitted to disclose any Evaluation Material as permitted by the terms and conditions of the Confidentiality Agreement. If for any reason the Closing does not occur and this Agreement is terminated, the Confidentiality Agreements shall continue in full force and effect in accordance with their respective terms; *provided, however*, that the term of the Confidentiality Agreements as set forth therein shall be amended to refer to two (2) years from the date of valid termination of this Agreement and the provisions in the Confidentiality Agreements which by their terms survive the termination of the Confidentiality Agreements shall continue in full force and effect in accordance with their terms (as modified by the previous sentence). The Parties agree that the terms of the Confidentiality Agreement with respect to the disclosure of Evaluation Material (as such term is defined in the Confidentiality Agreement), and this Section 6.03, shall apply *mutatis mutandis* to any information provided on behalf of Buyer or any of its Affiliates or their respective Representatives (who shall be deemed the "Company" (as applicable) for purposes of the Confidentiality Agreement) to the Seller Parties and their Affiliates (who shall be deemed "Recipient" (as applicable) for purposes of the Confidentiality Agreement); *provided, however*, for the avoidance of doubt, (I) the "Representatives" (as such term is used in the Confidentiality Agreement) of the Seller Parties and Buyer shall be deemed to include the Seller Parties' and Buyer's existing lenders, and any transferees thereof, and, solely as relating to the Seller Parties, any Consultation Parties (as such term is defined in the Bidding Procedures Motion), each of whom the Seller Parties and Buyer (as applicable) shall be permitted to disclose Evaluation Materials thereto, and (II) the Seller Parties' obligations thereunder shall terminate upon the earlier to occur of (x) the termination of the Confidentiality Agreement in accordance with its terms, (y) the two (2) year anniversary of the Closing Date, or (z) the Wind-Up Date.

(b) Notwithstanding the foregoing Section 6.03(a) and subject to Section 7.01 and Section 9.03, from and after Closing Date until the earlier to occur of the two (2) year anniversary of the Closing Date and the Wind-Up Date, Seller Parent shall, and shall cause the

Seller Parties and its and their Affiliates to keep confidential all confidential information in such Seller Parties' or its and their Affiliates' possession or under such Seller Parties' or its and their Affiliates' control relating to the Business and which does not relate to any Excluded Asset or any Excluded Liability; *provided, however*, that this Section 6.03(b) shall not prohibit or otherwise restrict the Seller Parties or their Representatives and Affiliates from using or disclosing any such information (and only such portion of any information) to the extent reasonably necessary: to wind down the PA Business; in connection with the preparation or filing of any Tax Returns; for the payment, resolution, or settlement of any Cure Costs (or, in each case, any relevant disputes related thereto) in accordance herewith; or as otherwise required in connection with or relating to the Bankruptcy Cases or the wind up or dissolution or liquidation of the Seller Parties. Nothing in this Section 6.03(b) shall prevent the disclosure of any such information, knowledge or data that (i) prior to its disclosure by Seller Parent, Seller Parties or its and their Affiliates was available to the public, (ii) prior to its disclosure by Seller Parent, Seller Parties or its and their Affiliates was disclosed in any publicly available document, (iii) that is or becomes generally available to the public other than as a result of disclosure in violation of this Agreement, including this Section 6.03, (iv) if such disclosure is required by applicable Law, regulation, or legal or regulatory process or to any regulatory or supervisory organizations and rating agencies in connection with ordinary course examinations, reviews or requests by such organizations or agencies, (v) to Seller Parent's Representatives who are informed by Seller Parent of the confidential nature of such information and are directed by Seller Parent to comply with the provisions of this Section 6.03, or (vi) is retained solely for the purposes of backup, recovery, contingency planning or business continuity planning so long as such information is not accessible in the Ordinary Course of Business and is not accessed except as required for backup, recovery, contingency planning or business continuity purposes.

Section 6.04. Regulatory Approvals.

(a) Subject to the terms of this Agreement, Seller Parent and Buyer shall, and shall cause their respective Affiliates to make all required filings (unless any Seller Party is required to make or jointly make a filing (and in such circumstances, the applicable Seller Party and/or Buyer (or its applicable Affiliates) shall make any such joint filing)) and use their respective reasonable best efforts to reasonably promptly obtain all Consents, Permits, and Orders of all Government Authorities (other than any required approvals or action of the Bankruptcy Court, which are governed exclusively by Article VIII) in each case as set forth on Schedule 6.04(a), which schedule may be updated upon express mutual written agreement of the Parties (each in the respective sole discretions) prior to the Closing Date (collectively, the "Government Approvals").

(b) Seller Parent and Buyer shall, and shall cause their respective Affiliates to, reasonably cooperate with each other in determining whether any applications, notices, and requests are required or advisable to be filed with any Government Authority under any Antitrust Laws or Communications Law, in each case, in order to consummate the Transactions (which may be added to Schedule 6.04(a) as may be mutually agreed by Buyer and Seller Parent). Without limiting the generality of Buyer's obligations under Section 6.04(a), to the extent required, each of the Parties shall make its respective filing under the HSR Act with respect to the Transactions within twenty-five (25) Business Days after the date of the Original Agreement Date, unless otherwise extended by mutual agreement between Seller Parent and Buyer. Without

limiting the generality of Buyer's obligations under Section 6.04(a), Seller Parent and Buyer shall prepare and file a joint voluntary notice (as defined by the DPA) with CFIUS as promptly as reasonably practicable after the Original Agreement Date in connection with the Transactions. Buyer and Seller Parent shall, and shall cause its respective Affiliates to, respond to any open questions and comments received from the CFIUS staff on the voluntary notice (as defined by the DPA) as of the Agreement Date no later than July 31, 2025. Each of the Parties shall make the filings set forth on Schedule 6.04(a) pursuant to other Antitrust Laws or Communications Laws, in each case, as promptly as reasonably practicable following the Original Agreement Date. Seller Parent, Buyer, and the Buyer Parent Specified Persons, shall use their respective reasonable best efforts to take reasonable steps necessary to resolve as soon as reasonably practicable, but in any event not later than the Outside Date, any inquiry or investigation by any Government Authority relating to the Government Approvals under any Antitrust Law, the DPA or any Communications Law. In connection with any such inquiry or investigation, each Party shall respond appropriately as promptly as reasonably practicable to any request for additional information and documentary material pursuant to applicable Law, including any Antitrust Law, the DPA or Communications Law. Buyer shall not withdraw or refile its HSR Act filing, or other filing required by Antitrust Law, enter into any agreements to extend any HSR Act waiting period or any other waiting period under any other Antitrust Law or enter into any agreements (*i.e.*, timing or otherwise) to delay or not to consummate the Transactions for any period of time without the prior written consent of Seller Parent, not to be unreasonably withheld, conditioned or delayed. All filing fees related to the HSR Act or any other filings under any other Antitrust Laws, the DPA or under any Communications Laws shall, in each case, be borne by Buyer. Buyer shall pay all filing fees under the DPA no later than July 31, 2025

(c) Seller Parent, the other applicable Seller Parties, and Buyer shall prepare and file, or cause to be prepared and filed, as promptly as reasonably practicable (but in any event no later than seven (7) ~~Business Days~~) after the entry of the Sale Order by the Bankruptcy Court, all FCC Applications required for FCC Approval. Subject to Section 6.04(e), Seller Parent shall, and shall cause its Affiliates to, provide to Buyer all information reasonably necessary for the completion of the FCC Applications, and the Parties agree to cooperate reasonably, diligently, and in good faith with each other in the preparation of such FCC Applications. All filing fees related to the FCC Applications or any other filings under any other Communications Laws shall be borne by Buyer.

(d) Seller Parent, and the other applicable Seller Parties, and Buyer shall prepare and file, or cause to be prepared and filed, as promptly as reasonably practicable after the Original Agreement Date, all BTOP Applications required for NTIA/NOAA Approval, and (ii) any applications, notices, registrations or other filings required by any State PUC in connection with the Transferred Permits or for Buyer to obtain any authorization required in connection with the Transferred Assets. Subject to Section 6.04(e), Buyer shall, and shall cause its Affiliates, to provide to Seller Parent all information deemed reasonably necessary by Seller Parent for the completion of the BTOP Applications, and Buyer agrees to cooperate reasonably, diligently, and in good faith with Seller Parent in the preparation of such BTOP Applications. Seller Parent shall permit Buyer and its Representatives to review in advance and provide reasonable comments on the BTOP Applications before they are filed. Seller Parent shall, and shall cause other applicable Seller Parties, to provide to Buyer all information deemed reasonably necessary by Buyer for the completion of any applications, notices, registrations or other filings required by any State PUC,

and Seller Parent and the applicable Seller Parties agree to cooperate reasonably, diligently, and in good faith with Buyer in the preparation of such State PUC filings.

(e) Each Party shall (i) promptly notify the other Party of any substantive oral or written communication it, or any of its Affiliates or its and their respective Representatives receive from any Government Authority relating to the matters that are the subject of this Section 6.04, (ii) permit the other Party and its respective Representatives to review in advance any substantive communication relating to the matters that are the subject of this Section 6.04 that are proposed to be made by such Party to any Government Authority and to provide the other Party with copies of all substantive correspondence, filings (excluding notification and report forms filed under the HSR Act), or other substantive communications between such Party, any of its Affiliates or any of its and their respective Representatives, on the one hand, and any Government Authority or members of its staff, on the other hand, relating to the matters that are the subject of this Section 6.04; *provided, however*, that, notwithstanding anything to the contrary in this Agreement, materials proposed to be submitted in response to any such Government Authority communication may be redacted or withheld by a Party: (A) to remove references concerning the valuation of the Business; (B) as necessary to comply with Contracts, applicable Law, or any Order of the Bankruptcy Court; and (C) as necessary to address reasonable attorney-client or other privilege or confidentiality concerns. No Party shall agree to participate in any substantive meeting or discussion (including by phone or video conference) with any Government Authority in respect of any such filings, investigation, or other inquiry unless it consults with the other Party in advance and, to the extent permitted by such Government Authority, gives the other Party the opportunity to attend and participate at such meeting or discussion (including by phone or video conference). Subject to the Confidentiality Agreements, the Parties will coordinate and cooperate fully with each other in exchanging such information and providing such assistance as the other Party may reasonably request in connection with the foregoing and in seeking early termination of any applicable waiting periods. The Parties shall share the right to control and direct the process by which the Parties seek to avoid or eliminate impediments under any Antitrust Law or any communications, trade regulation, or foreign investment regulation Law, including by directing the strategy and making final determinations related to the review or investigation of the Transactions by any Government Authority. Nothing in this Section 6.04(e) shall be applicable to Tax matters.

(f) Each of Buyer Parent and Buyer shall not, and shall not permit any other Buyer Parent Specified Persons to, take any action (including acquiring or agreeing to acquire by merging or consolidating with, or by purchasing the assets of or equity in, or by any other manner, any Person or portion thereof, or otherwise acquiring or agreeing to acquire any assets) that would reasonably be expected to have the effect of (i) materially delaying, impairing or impeding the receipt of, or increasing the risk of not receiving, any required Government Approval, (ii) materially delaying, impairing, or impeding the expiration or termination of any applicable waiting period with respect to a Government Approval, (iii) materially increasing the risk of any Government Authority entering an Order prohibiting the consummation of the Transactions, or (iv) otherwise materially delaying the consummation of the Transactions. For the purposes of this Section 6.04(f), no Affiliate of Buyer (other than Buyer Parent Specified Persons) shall be subject to or required to take or refrain from taking any action under (nor shall the action or inaction of any such Affiliate be deemed to be a breach of) this Section 6.04(f).

(g) Notwithstanding the foregoing or anything to the contrary in this Agreement, nothing in this Agreement shall obligate Buyer, any Buyer Parent Specified Person or any other Affiliate of Buyer to: (i) propose, negotiate, commit to and effect by consent decree, hold separate, Order or otherwise, regardless of the consideration, the sale, divestiture, license or disposition of any assets or businesses of the Business or of Buyer, the other Buyer Parent Specified Persons or its Affiliates; (ii) otherwise take or commit to take any actions that after the Closing Date would limit Buyer's or its Affiliates', Buyer Parent Specified Persons' or the Business' freedom of action with respect to, or its ability to retain, one or more of its businesses, product lines or assets, or to avoid the entry of, or to effect the dissolution of, any injunction, temporary restraining Order or other legal requirement in any suit or other Action; (iii) pursue, commence or defend through any Action against any Government Authority or other Person; (iv) disclose or provide information that would reasonably be expected to jeopardize privilege or be in breach of a binding contractual obligation or duty of confidentiality; or (v) otherwise accept or agree to any requirements, restrictions or limitations on the conduct of the business of the Business, Buyer, the Buyer Parent Specified Persons or its or their Affiliates.

(h) If (i) the CFIUS Approval has not been obtained on or before December 12, 2025 (the "Target Closing Date") and all other conditions set forth in Section 10.02 have been otherwise satisfied or waived in accordance herewith (other than those that, by their nature, can only be fulfilled on the Closing Date), or (ii) the CFIUS Approval has been obtained prior to the Target Closing Date, and all other conditions to Closing set forth in Section 10.02 have been satisfied or waived in accordance herewith (other than those that, by their nature, can only be fulfilled on the Closing Date), but Buyer elects not to close on or prior to the Target Closing Date because the fifteen (15) Business Day window as described in Section 2.03 has not expired or been waived, then (in either such case of the preceding (i) or (ii)) no later than one (1) Business Day following the Target Closing Date, Buyer shall deposit (or shall have deposited) with the Escrow Agent an amount in cash equal to \$9,500,000 (such amount, the "CFIUS Escrowed Amount", and together with all interest thereon, the "Incremental Escrowed Funds") by wire transfer of immediately available funds into a separate escrow account (the "CFIUS Escrow Account"). The date on which the Buyer is required to deposit (or cause to be deposited) the CFIUS Escrowed Amount pursuant to either clause (i) or clause (ii) of the preceding sentence, or pursuant to the proviso in this sentence, is referred to herein as the "Escrow Funding Date"; provided, however, that, notwithstanding the foregoing, if neither clause (i) or clause (ii) of the preceding sentence is applicable and after December 12, 2025 the condition in Section 10.02(b) (solely as relating to CFIUS Approval) becomes the sole condition in Section 10.02 that has not been satisfied or otherwise waived (other than those that, by their nature, can only be fulfilled on the Closing Date), then no later than one (1) Business Day following such date, Buyer shall be obligated to deposit (or shall have deposited) with the Escrow Agent the CFIUS Escrowed Amount in accordance with the preceding sentence by applying such sentence with the following changes (and such changes shall apply for all purposes of this Agreement): (A) the references to December 12, 2025 in the definition of the Target Closing Date shall automatically be deemed to be the date on which the condition in Section 10.02(b) (solely as relating to CFIUS Approval) becomes the only condition in Section 10.02 that remains so unsatisfied or not waived (such date, the "Sole Closing Condition Date"), and (B) the CFIUS Escrowed Amount for all purposes hereunder shall automatically be reduced to equal (x) the number of days between the Sole Closing Condition Date and January 28, 2026

multiplied by (y) the Per Diem Amount. From and after the Escrow Funding Date, Seller Parent shall be permitted to draw on the Incremental Escrowed Funds from the CFIUS Escrow Account, an amount equal to \$202,127.66 per day (each, a "Per Diem Amount" and the aggregate, "Aggregate Per Diem Amount"), until the earlier of (x) the Closing Date, (y) the valid termination of this Agreement in accordance with its terms or (z) exhaustion of the CFIUS Escrowed Amount, in each case, other than any Per Diem Amount to which Seller Parent is entitled to draw, and has not yet drawn, under this Section 6.04(h). Any portion of the Per Diem Amount that is not drawn by Seller Parent on any particular day may be carried forward and drawn on any subsequent day until the Closing Date, but not thereafter. If, on the Closing Date or on the date this Agreement is validly terminated in accordance with its terms, there are any Incremental Escrowed Funds in the CFIUS Escrow Account, then on the Closing Date or such date of termination, Buyer and Seller Parent shall deliver joint instructions to the Escrow Agent to release the remaining balance of the Incremental Escrowed Funds (net of any Per Diem Amount to which Seller Parent is entitled to draw, and has not yet drawn, under this Section 6.04(h)) to the Buyer. If Closing has not occurred on or prior to January 28, 2026 and this Agreement has not been terminated in accordance with its terms, then the Incremental Escrowed Funds shall be forfeited to Seller Parent (or its designee) who may withdraw such funds from the CFIUS Escrow Account, to the extent not already done so. Reasonably promptly following the date of this Agreement, Buyer and Seller Parent shall enter into an amendment to the Escrow Agreement to reflect this Section 6.04(h). Notwithstanding anything to the contrary in the foregoing or otherwise herein, if (x) Buyer or Seller Parent terminates this Agreement after the Escrow Funding Date and prior to the Closing Date pursuant to Section 11.01(c), Section 11.01(f) or Section 11.01(k) (or pursuant to Section 11.01(d) at a time when a party is permitted to terminate this Agreement pursuant to Section 11.01(c), Section 11.01(f) or Section 11.01(k)) and (y) Seller Parent has drawn on the Incremental Escrowed Funds from the CFIUS Escrow Account prior to such termination, then Seller Parent shall remit or pay (or shall cause remittance or payment) to Buyer of an amount of immediately available funds equal to the aggregate amount drawn from the CFIUS Escrow Account, within one (1) Business Day of notice of such termination.

Section 6.05. Third Party Consents. Except for Government Approvals (which are governed by Section 6.04), each Party agrees to (and Seller Parent agrees to cause the other Seller Parties to) cooperate and use reasonable best efforts to obtain any other consents and approvals from any third person that may be required in connection with any Transaction (the "Third Party Consents"). Notwithstanding anything in this Agreement to the contrary, (a) except for Cure Costs or Non-Recurring Credits paid by Seller Parent with respect to any Transferred Contract, no Seller Party or any of its Affiliates (nor Buyer or any of its Affiliates) shall be required to compensate any third party, commence or participate in any Action, waive any condition under this Agreement, or offer or grant any accommodation (financial or otherwise, including any accommodation or arrangement to remain primarily, secondarily, or contingently liable for any Assumed Liability) to any third party to obtain any such Third Party Consent and (b) in no event shall Seller Parent amend, restate, modify or waive (or cause the amendment, restatement, modification or waiver) of any Contract for the purposes of obtaining any Third Party Consent without Buyer's prior written consent. For the avoidance of doubt, no representation, warranty, or covenant of any Seller Party contained in this Agreement shall be breached or deemed breached, and no condition shall be deemed not satisfied solely based on (i) the failure in-and-of-itself to obtain any Third Party Consents or (ii) any Actions commenced or

threatened by or on behalf of any Party based on the failure to obtain any such Third Party Consents; *provided, however*, that nothing in this Section 6.05 shall (x) prevent a claim by Buyer that any act or omission of any Seller Party underlying such failure was a breach of this Agreement or (y) limit any Seller Party's obligation to comply with their covenants herein, including to cooperate and utilize such Person's reasonable best efforts to obtain any such Third Party Consent.

Section 6.06. Certain Capital Expenditures. From and after the Original Agreement ~~¶~~Date hereof until the earlier to occur of the valid termination of this Agreement and the Closing Date, the Seller Parties will use their respective commercially reasonable efforts (taking into account the Seller Parties' financial and liquidity position at the time of any determination to (or not to) make any such expenditure) to incur and spend Non-Success Based Capex in accordance with the Agreed Financial Budget.

Section 6.07. Bulk Transfer Laws. The Parties acknowledge and agree that Seller Parties may not comply with the provisions of any bulk transfer Laws or similar Laws of any jurisdiction in connection with the Transactions and Buyer hereby waives all claims related to noncompliance therewith.

Section 6.08. Employee Matters.

(a) Employment of All Covered Employees. All Covered Employees (including those on temporary furlough, leave of absence (including medical leave, military leave, or workers compensation leave) or short-term or long-term disability) may receive from Buyer or an Affiliate of Buyer, in Buyer's sole discretion (including, for the avoidance of doubt, on an employee-by-employee basis), a written offer of employment, to commence as of 12:01 a.m. local time on the Closing Date, and subject to the Closing, no earlier than four (4) months following the designation of Buyer as the successful bidder following the auction, if any, and no later than fifteen (15) Business Days prior to the Closing Date (and in any event no later than fifteen (15) Business Days prior to the Closing Date) (or, for any Covered Employee hired by any Seller Party after written offers of employment are initially issued, as soon as reasonably practicable) and Buyer shall notify Seller Parent of each Covered Employee who is receiving an offer of employment as soon as reasonable but not later than the date of any such offer. Each offer of employment made by Buyer or an Affiliate of Buyer to a Covered Employee shall be subject to and conditioned upon the satisfaction of Buyer's or its applicable Affiliate's customary pre-employment screening process in accordance with Buyer's or its applicable Affiliate's past practice, and provide for: (i) an annual base salary or hourly wage rate, as applicable that is subject to Buyer's discretion and existing policies, (ii) retirement, health and welfare benefits (excluding nonqualified deferred compensation, equity or equity-based, incentive, commission, change in control, transaction, retention, defined benefit pension and post-employment or retiree health and welfare benefits (collectively, the "Excluded Benefits")) that are substantially comparable, in the aggregate, in Buyer's discretion, to (A) those provided to such Covered Employee immediately prior to the Closing under the Employee Plans listed on Schedule 4.13(a), (B) those provided to similarly situated employees of Buyer or its Subsidiaries or (C) some combination of clause (A) and clause (B), in each case, excluding the Excluded Benefits; and (iii) severance payments and benefits that are no less favorable than either (A) those set forth on Schedule 6.08(a), as applicable to the respective Covered Employee, or (B) the severance

payments and benefits applicable to similarly situated employees of Buyer or its Affiliates, in each case for clause (A) and clause (B), as determined in the sole discretion of Buyer and its Affiliates (clause (i) to clause (iii), collectively, the “Employment Terms”). Buyer shall provide a form of such offer of employment to Seller Parent for its review and comment (and Buyer agrees to consider all timely and reasonable comments of Seller Parent or its counsel) no later than two (2) Business Days prior to issuing the offers of employment. On or before the date that is five (5) Business Days prior to the Closing Date, Buyer shall notify Seller Parent as to each Covered Employee who has affirmatively accepted employment with Buyer or its Affiliate and each Covered Employee who has rejected, not satisfied Buyer’s or its Affiliate’s customary pre-employment screening process in accordance with Buyer’s or its applicable Affiliate’s past practice, or not responded to an offer of such employment. For purposes of this Section 6.08, any Covered Employee who becomes employed by Buyer or an Affiliate of Buyer in accordance with this Section 6.08 is referred to as a “Transferred Employee.” The Parties shall exercise commercially reasonable efforts to structure such offers of employment to ensure that the terms of such offers do not (i) constitute an employment loss under the WARN Act; or (ii) trigger any severance, termination, or similar payments, rights, or benefits. Effective as of the Closing, each Transferred Employee who is a participant in any Employee Plan that is not an Assumed Employee Plan shall cease to accrue benefits under and be an active participant in any such Employee Plan (unless otherwise expressly provided for under such Employee Plan or required by applicable Law). Effective as of the Closing Date (except as otherwise expressly provided for in this Section 6.08), each Transferred Employee who, as of the Closing Date, is a participant in any Employee Plan that is not an Assumed Employee Plan shall commence participation in the Buyer Plans (or continue participation in the Assumed Employee Plans, to the extent applicable).

(b) Employees and Employee Plans.

(i) Liabilities. Effective as of the Closing, Buyer shall, or shall cause an Affiliate to, assume or retain, as the case may be, any and all Liabilities (contingent or otherwise), (x) arising out of, relating to, or resulting from the employment or services, or termination of employment or services, of any Transferred Employee, arising on and after the Closing Date, or (y) to the extent provided for in this Section 6.08 or on Schedule 6.08(b)(i).

(ii) Employee Plans. The Seller Parties shall retain sponsorship of and be solely responsible for each Employee Plan that is not an Assumed Employee Plan and any Liabilities arising from, relating to, or resulting from such retained Employee Plans shall be Excluded Liabilities, irrespective of when such Liabilities relate to or arise.

(c) Transferred Employees – Additional Employment Terms.

(i) Terms and Conditions of Employment. For a period of at least twelve (12) months following the Closing Date (or, if earlier, until the relevant Transferred Employee’s termination of service following Closing), Buyer shall not and shall cause its Affiliates not to, materially reduce, decrease, or detrimentally change the Employment Terms (except to the extent that similarly situated employees of Buyer and its Affiliates are similarly impacted by any such reduction, decrease, or detrimental change); *provided, however*, nothing in

this Agreement shall prevent Buyer from terminating employees at its sole discretion in accordance with applicable Law.

(ii) Credit for Service. Buyer shall, and shall cause its Affiliates to, credit Transferred Employees for service earned on and prior to the Closing Date with any of the Seller Parties and any of their respective Affiliates or predecessors, in addition to service earned with Buyer and its Affiliates on or after the Closing Date, (A) to the extent that service is relevant for purposes of eligibility to participate, vesting, calculation of severance payments and/or benefits and future vacation/PTO accrual under any employee benefit plan, program, or arrangement of Buyer or any of its Affiliates in which such Transferred Employee participates on or after the Closing Date (the "Buyer Plans") to the same extent and for the same purposes as such service was credited under the analogous Employee Plan in which such Transferred Employee participated immediately prior to the Closing Date and (B) for such additional purposes as may be required by applicable Law; *provided, however*, that nothing herein shall apply for any purposes under any Excluded Benefit or to the extent that it would result in a duplication of benefits, compensation or coverage for the same period of service.

(iii) Pre-existing Conditions; Coordination. For the plan year in which the Closing Date occurs, Buyer shall, and shall cause its Affiliates to use commercially reasonable efforts to (i) waive any pre-existing condition or actively at work limitations, evidence of insurability, and waiting periods for the Transferred Employees and their eligible spouses and dependents under any Buyer Plans that are group health plans to the same extent waived or satisfied under the analogous Employee Plan in which such Transferred Employee participated immediately prior to the Closing Date and (ii) credit, for purposes of determining and satisfying the corresponding annual deductibles, co-insurance, co-pays, out-of-pocket limits, and other applicable limits under the Buyer Plans that are group health plans, deductibles, co-insurance, co-pays, and out-of-pocket expenses paid by Transferred Employees and their respective spouses and dependents under the Employee Plans that are group health plans in the plan year in which the Closing Date occurs.

(d) Employee Communication. Prior to the Closing, except as required by Law, neither Party shall issue any broad-based, written communication (including any electronic communication) relating to the Transactions to the Covered Employees (or their representatives, if any) relating to post-Closing employment-related matters without the prior written approval of the other Party (which approval shall not be unreasonably conditioned, withheld, or delayed). Except as required by Law or any Order of the Bankruptcy Court, the Parties shall consult with each other in good faith as to the contents, scope, form, and timing of any such broad-based, written communications by either Party with the Covered Employees (or their Representatives, if any) and neither Party shall make any representations (on behalf of itself or the other Party) relating to post-Closing employment-related matters.

(e) 401(k) Plan. Effective as of as soon as administratively practicable following the Closing Date (but in no event more than thirty (30) days thereafter), Buyer shall have, or shall cause its Affiliates to have, in effect a defined contribution plan that is intended to be qualified under Section 401(a) of the Code and that includes a qualified cash or deferred arrangement within the meaning of Section 401(k) of the Code (the "Buyer Savings Plan") in which Transferred Employees shall be eligible to participate in accordance with its terms. Buyer

shall cause, to the extent permitted by applicable Law, the Buyer Savings Plan to accept the direct rollover of electing Transferred Employees' account balance that is eligible for rollover under any Employee Plan that is a cash or deferred arrangement under Section 401(k) of the Code (the "Seller 401(k) Plan"), in cash. Prior to the Closing Date, the applicable Seller Party shall (i), to the extent applicable, take all actions necessary or appropriate to, effective as of the Closing Date, cause all Transferred Employees to be fully vested in their account balances and accrued benefits under the Seller 401(k) Plan and (ii) make or cause to be made to the Seller 401(k) Plan all employer contributions that would have been required to be made in accordance with the terms of the Seller 401(k) Plan on behalf of the Transferred Employees.

(f) 401(k) Plan Wind-down. Following the Closing Date and prior to the Wind-Up Date, the applicable Seller Party shall take or cause to be taken all actions as are necessary or appropriate to terminate the Seller 401(k) Plan and each other Employee Plan that is a group health or welfare plan that is not an Assumed Employee Plan, in accordance with their respective terms and in compliance with the requirements of all applicable Laws. For the avoidance of doubt, the Seller Parties shall be solely responsible for any costs or other Liabilities arising in connection with the wind-down of the Seller 401(k) Plan and each other Employee Plan that is a group health or welfare plan that is not an Assumed Employee Plan.

(g) Alternate Procedure. Buyer and Seller Parent agree to utilize the "alternate procedure" of Section 5 of Revenue Procedure 2004-53, 2004-34 IRB 320 issued by the IRS, pursuant to which, Buyer or an Affiliate thereof will be responsible for all employment tax reporting, including Forms W-2, with respect to all payments made to the Transferred Employees during the calendar year in which the Closing occurs, including payments made by the Seller Parties. Seller Parent will provide such documents and other information to Buyer as are reasonably necessary in order to enable Buyer or its applicable Affiliate to timely satisfy its obligations under this subsection.

(h) COBRA Coverage. For so long as any Seller Party or any of their ERISA Affiliates (other than the Business) maintains a group health plan, the Seller Parties (and such ERISA Affiliate(s)) shall be solely responsible for any and all Liabilities arising under COBRA with respect to any "M&A Qualified Beneficiaries" (as that term is defined in Treasury Regulation Section 54.4980B-9). To the extent that all Seller Parties and all of their ERISA Affiliates (other than the Business) cease to maintain a group health plan prior to, as of or following the Closing Date, Buyer will be responsible for providing continuation coverage required under COBRA to all Covered Employees, Former Covered Employees, and their respective spouses and dependents who are or become "M&A Qualified Beneficiaries" (as such term is defined in Treasury Regulation Section 54.4980B-9) as a result of the consummation of the Transactions and any other former employee of Seller Parent or any of its Subsidiaries that is receiving continuation coverage under COBRA as of immediately prior to Closing.

(i) Restrictive Covenants. Seller Parent agrees on behalf of itself and the other Seller Parties that, notwithstanding the terms of any restrictive covenant agreement between any of the Seller Parties, on the one hand, and any Transferred Employee, on the other hand, such Transferred Employee shall be permitted to provide services to or be employed by Buyer or its Affiliates following the Closing. Seller Parent shall not, and shall cause the other Seller Parties not to, seek to enforce the terms of any such restrictive covenant agreement

following the Closing to prevent any Transferred Employee's employment with Buyer and/or its Affiliates.

(j) 2025 Annual Bonuses. Buyer shall, or shall cause its Affiliates to, pay to each eligible Covered Employee that is listed on Schedule 1.01(b) as having a "bonus target", who becomes a Transferred Employee, within thirty (30) days following the Closing Date (without regard to whether the Transferred Employee is employed by Buyer or one of its Affiliates on such payment date), an amount equal to such Transferred Employee's annual cash bonus under the applicable Everstream Annual Incentive Bonus Plan in respect of the 2025 fiscal year as in effect on the Agreement and set forth on Schedule 4.13(a), which amount is prorated for the pre-Closing portion of such year, and calculated based on actual performance for such year from January 1, 2025 until the most recently closed calendar month immediately prior to the Closing Date, as determined by Seller Parent on or prior to the Closing Date (the aggregate amount of such prorated bonuses, the "Pro Rata Annual Bonus Amount"). Seller Parent shall provide the aggregate amount of the Pro Rata Annual Bonus Amount and the allocation of the Pro Rata Annual Bonus Amount among the eligible Transferred Employees to Buyer or its Affiliate on or prior to the Closing Date.

(k) Paid Time Off. To the extent permitted by applicable Law, Buyer or any Affiliate of Buyer who employs the Transferred Employees shall assume any accrued but unused vacation or other paid time-off for each Transferred Employee as of the Closing Date, and Transferred Employees shall be permitted to use such paid time-off in a manner that is consistent with Buyer's or its Affiliate's applicable policies, as in effect from time to time. The Parties will request that each Transferred Employee consent in writing to (i) Buyer's assumption of any unused and accrued vacation or other paid time-off as of the Closing Date, and (ii) waive any right from Seller Parent to the same.

(l) WARN. On or before the Closing Date, Seller Parent shall provide a list of the names and sites of employment of any and all employees of the Seller Parties who have experienced, or will experience, an employment loss or layoff as defined under the WARN Act within ninety (90) days prior to the Closing Date. Seller Parent shall update this list up to and including the Closing Date. For a period of ninety (90) days after the Closing Date, Buyer shall make commercially reasonable efforts to not engage in any conduct which would result in an employment loss or layoff for a sufficient number of employees of Buyer which, if aggregated with any such conduct on the part of any Seller Party prior to the Closing Date, would trigger the WARN Act.

(m) No Third Party Beneficiaries. Notwithstanding the provisions of this Section 6.08 or any provision of this Agreement, nothing in this Section 6.08 is intended to and shall not (i) create any third party rights, (ii) subject to compliance with the other requirements of this Section 6.08, amend, establish or modify any Employee Plan or any other benefit or compensation plan, program, policy, or arrangement, (iii) subject to compliance with the other requirements of this Section 6.08, require Buyer or any of its Affiliates, or any Seller Party or any of its Affiliates, as applicable, to continue any employee benefit plan, program, policy, or arrangement, (iv) provide any Covered Employee or any Transferred Employee with any rights to continued employment or (v) subject to compliance with the other provisions of this Section 6.08 limit, prevent or impair Buyer or any of its Affiliates from (A) amending, modifying or

terminating any Employee Plan or any other benefit or compensation plan, program, policy, agreement or arrangement in accordance with its terms or (B) terminating the employment of any employee for any reason or no reason in accordance with applicable law.

Section 6.09. Guarantees; Other Obligations. At or before the Closing, the Parties shall use reasonable best efforts to either: (a) arrange for substitute letters of credit, Buyer guarantees, and other obligations (“Replacement Guarantees”) to replace (i) the Seller Guarantees set forth on Schedule 6.09, and (ii) solely with the prior written consent of Buyer (in its sole discretion) any Seller Guarantees entered into during the Pre-Closing Period; or (b) take action to have Buyer assume all obligations under each Seller Guarantee, obtaining from the creditor, beneficiary, or other counterparty a full release (in a form reasonably satisfactory to Seller Parent) of all Seller Parties (or Affiliates thereof) liable, directly or indirectly, for reimbursement to the creditor or fulfillment of other obligations to a beneficiary or counterparty in connection with amounts drawn under the Seller Guarantees. To the extent the beneficiary or counterparty under any Seller Guarantee does not accept as of the Closing any Replacement Guarantees (such Seller Guarantee, until terminated or replaced in accordance herewith, an “Open Guarantee”), effective from and after the Closing Date, Buyer shall, and shall cause each of its Affiliates to, (I) indemnify, defend, and hold harmless Seller Parent and its Affiliates against, and reimburse Seller Parent and its Affiliates for, all reasonable and documented out-of-pocket costs or expenses paid by Seller Parent, directly relating such Open Guarantee being drawn upon or required to be performed (including the amount so drawn), and shall in any event promptly reimburse Seller Parent and its Affiliates if an Open Guarantee is called upon and Seller Parent or its Affiliates make any payment or are obligated to reimburse the party issuing the Open Guarantee and (II) not, without Seller Parent’s prior written consent, amend in any manner adverse to Seller Parent or any of its Affiliates, or extend (or permit the extension of), any Open Guarantee or any obligation supported by any Seller Guarantee. From and after the Closing Date until the earlier of (x) the six-(6) month anniversary of the Closing and (y) the replacement of the applicable Open Guarantee in accordance herewith, each applicable Seller Party (i) shall (for the benefit of Buyer) maintain and (ii) shall not amend, or modify any such Open Guarantee without Buyer’s prior written consent.

Section 6.10. Shared Customer Contracts.

(a) With respect to any Shared Customer Contract: (i) on or prior to the Designation Deadline, Buyer may elect, by written notice to Seller Parent (a “Shared Contract Designation Notice”), each Shared Customer Contract Buyer wishes to be assigned to it at the Closing and (ii) from and after the Designation Deadline until the Closing, Seller Parent and Buyer shall, and shall cause their respective Affiliates to, each use their respective commercially reasonable efforts to, and reasonably cooperate with each other, and the applicable counterparty, to, separate or amend any such Shared Customer Contract (or take such other action as may be reasonably necessary) in order to provide for a mutually acceptable allocation of the rights and obligations under such Shared Customer Contract in line with the allocation of Transferred Assets, Excluded Assets, Assumed Liabilities, and Excluded Liabilities between the Parties (each such Shared Customer Contract that is so separated or amended to apply only to the Business to the exclusion of the Excluded Business, a “Separated Business Contract”), and Seller Parent shall reasonably consult with (and in good faith consider the comments of) Buyer and its counsel regarding such Separated Business Contract (including the negotiation and terms

thereof); *provided, however*, that no such separation or amendment (or other arrangement) shall become effective prior to the Closing unless otherwise agreed by the Parties (in their respective sole discretion); *provided, further*, that solely with respect to Undisclosed Contracts that are also Shared Customer Contracts discovered following the Designation Deadline, Buyer shall be permitted to designate such Undisclosed Contracts as a Shared Customer Contract or Separated Business Contract until the date that is fourteen (14) days following the date of discovery by Buyer (or notice thereof by the Seller Parties) (and for such Undisclosed Contracts, the “Designation Deadline” shall be such extended date). Any amendment to, modification to or waiver of a Shared Customer Contract or a Separated Business Contract that adversely affects Buyer or the Business shall be in form and substance reasonably acceptable to Buyer (any such Contract where Buyer’s consent is so required, but not yet obtained, a “Specified 6.10 Contract”). Neither Seller Parent, Buyer, nor any of their respective Affiliates shall be required to do any of the following: (A) separate, amend or modify or take any other action under this Section 6.10 with respect to any Shared Customer Contract for which a Shared Contract Designation Notice has not been timely delivered, (B) adversely modify, relinquish, narrow, or forbear any material right that constitutes an Excluded Asset, Transferred Asset, Excluded Liability or Assumed Liability, as applicable, to any Party, or (C) other than Cure Costs or Non-Recurring Credits, pay any monetary consideration to any Person for the purpose of separating or amending any such Shared Customer Contract (and any such other monetary consideration, to the extent not an Excluded Liability, shall be subject to Buyer’s prior written consent).

(b) With respect to any Shared Customer Contract that is separated or amended (and therefore becomes a Separated Business Contract) on or prior to the Closing: (i) all Cure Costs or Non-Recurring Credits (if any) that are agreed among the applicable parties with respect to such Contract shall be paid by Seller Parent on or before Closing; (ii) such Separated Business Contract shall be deemed effective as of immediately prior to the Effective Time; (iii) such Separated Business Contract shall be deemed a Transferred Contract for the purposes hereof and be automatically added to Schedule 2.01(a)(iii)(D); and (iv) such Separated Business Contract shall provide Buyer equivalent, in all material respects, contract rights and obligations under the Separated Business Contract to those contract rights and obligations under such Shared Customer Contracts utilized by the applicable Seller Party in the conduct of the Business (including as to any pricing metrics).

(c) If any Shared Customer Contract for which a Shared Contract Designation Notice was timely delivered is not so separated or amended at or prior to the Closing Date (such Contract, for so long as it has not been separated and thus continues to be a Shared Customer Contract, a “Non-Separated Contract”), then, after the Closing until the Cut-Off Date (or the date such Non-Separated Contract is separated or amended into a Separated Business Contract, if earlier), to the extent permissible by Law and under the terms of the applicable Shared Customer Contract, Seller Parent shall (and shall cause the applicable Seller Party or its Affiliates to) (i) solely if Buyer elects, in its sole and absolute discretion, to have such Non-Separated Contract assigned in full to Buyer (or its designee), assign, transfer and convey such Non-Separated Contract (to the extent so assigned, transferred and conveyed to Buyer hereunder, a “Non-Separated Assumed Contract”), which shall be deemed a Transferred Contract for the purposes hereof and be automatically added to Schedule 2.01(a)(iii)(D) upon such proper assignment, transfer and conveyance, and thereafter Buyer shall use reasonable best efforts to

enter into an Interim Arrangement either with the applicable Seller Parties and/or with any third parties holding interests in the Excluded Business party to such Non-Separated Assumed Contract to, subject to applicable Law or Order of the Bankruptcy Court, provide such Seller Parties or third- parties the benefits and pass along the economic burdens associated with such Non-Separated Assumed Contract, solely to the extent such obligations or burdens are obligations of the Excluded Business or of such Seller Party or third party prior to the Closing Date or (ii) solely if Buyer does not elect, in its sole and absolute discretion, to have such Non-Separated Contract assigned in full to Buyer (or its designee) pursuant to Section 6.10(c)(i), (A) assume and perform the liabilities under such Shared Customer Contract, (B) hold in trust for the benefit of Buyer, and shall promptly forward to Buyer, all monies (net of applicable Taxes, if any, imposed by a Government Authority in connection with the receipt of such monies) and other benefits received pursuant to such Shared Customer Contract and (C) use commercially reasonable efforts to institute alternative arrangements intended to establish reasonable and lawful arrangements designed to provide the Buyer with all the rights, benefits and obligations under such Shared Customer Contract; *provided, however*, that, notwithstanding the foregoing, (w) following the Cut-Off Date (or the date such Non-Separated Contract is separated or amended into a Separated Business Contract, if earlier), Seller Parent and the applicable Seller Parties shall not have any obligation to renew any Shared Customer Contract upon the expiration or termination thereof, (x) prior to the Cut-Off Date (or the date such Non-Separated Contract is separated or amended into a Separated Business Contract, if earlier), Seller Parent and the applicable Seller Party shall not extend the term or otherwise amend the terms of any Shared Customer Contract in a manner that would adversely affect Buyer, such Shared Customer Contract, the Transferred Assets or the Business upon obtaining a Separated Business Contract without Buyer's prior written consent, (y) prior to the Cut-Off Date (or the date such Non-Separated Contract is separated or amended into a Separated Business Contract, if earlier), to the extent any such Shared Customer Contract contains an "evergreen" provision that automatically renews such Shared Customer Contract, the applicable Seller Parties shall be prohibited from terminating or canceling such Shared Customer Contract as permitted pursuant to the terms thereof without Buyer's prior written consent and (z) other than Cure Costs or Non-Recurring Credits, neither Seller Parent nor the applicable Seller Parties shall have any obligation to make any material payments or offer or grant any concession or accommodation (financial or otherwise) or commence or participate in any Action in order to obtain any consents or approvals of third parties or effect the transfers or arrangements contemplated by this Section 6.10(c).

(d) For the avoidance of doubt, this Section 6.10 shall solely apply to Shared Customer Contracts, Separated Business Contracts and Non-Separated Contracts.

Section 6.11. Section 280G. To the extent that any "disqualified individual" (within the meaning of Section 280G(c) of the Code and the regulations thereunder) has the right to receive or retain any payments, rights or benefits that could reasonably be expected to constitute "parachute payments" (within the meaning of Section 280G(b)(2)(A) of the Code and the regulations thereunder), then, prior to the Closing Date, Seller Parent will, or will cause one of its Subsidiaries to, (a) solicit from each such "disqualified individual" a waiver of such disqualified individual's rights to some or all of such payments, rights or benefits (the "Waived 280G Benefits") so that any remaining payments, rights and/or benefits shall not be deemed to be "excess parachute payments" (within the meaning of Section 280G of the Code and the

regulations thereunder), and (b) with respect to each such “disqualified individual” who agrees to the waiver described in clause (a), submit to a vote of holders, directly or indirectly, of the equity interests of Seller Parent or the relevant Affiliate entitled to vote on such matters, the right of any such “disqualified individual” to receive or retain the Waived 280G Benefits. The Parties acknowledge that this Section 6.11 shall not apply to any arrangements entered into at the direction of Buyer or any of its Affiliates or between Buyer and any of its Affiliates, on the one hand, and a disqualified individual, on the other hand (“Buyer Arrangements”) unless at least ten (10) Business Days prior to the Closing Date, Buyer provides true, correct and complete copies of any written Buyer Arrangements (or a written description of any unwritten Buyer Arrangements) and the value for purposes of Section 280G of the Code of such Buyer Arrangements, with any updates with respect to any changes to such Buyer Arrangements that would affect in any material respect the Section 280G analysis or disclosure provided no later than six (6) Business Days prior to the Closing Date. If such copies (or written descriptions) and value of such Buyer Arrangements or changes thereto are not so timely provided, then compliance with this Section 6.11 shall be determined as if such Buyer Arrangements or changes thereto had not been entered into. The Parties acknowledge that neither Seller Parent nor any of its Subsidiaries can compel any disqualified individual to waive any existing rights under a contract with Seller Parent or any of its Affiliates and neither Seller Parent nor any of its Affiliates shall be deemed in breach of this Section 6.11 with respect to any “disqualified individual” who refuses to waive any such right. Seller Parent nor any of its Affiliates shall not pay or provide or permit any “disqualified individual” to retain any of the Waived 280G Benefits, if such Waived 280G Benefits are not approved by the holders of the equity interests of Seller Parent or the relevant Affiliate as contemplated above. No later than five (5) Business Days before the Closing Date, Seller Parent shall provide to Buyer or its counsel drafts of the consent, waiver, disclosure statement and calculations necessary to effectuate the approval process and shall incorporate all of Buyer’s reasonable and timely comments. Prior to the Closing Date, Seller Parent shall deliver to Buyer evidence reasonably satisfactory to Buyer that (i) the requisite approval was obtained in conformance with Section 280G of the Code and the regulations thereunder, or (ii) such approval has not been obtained with respect to the Waived 280G Benefits, and, as a consequence, the Waived 280G Benefits have not been and shall not be retained, paid or provided.

Section 6.12. Financing.

(a) During the Pre-Closing Period, and unless otherwise agreed in writing by Buyer, Seller Parent shall and shall cause each of its Subsidiaries to, and each of them shall use their reasonable best efforts to cause their respective Affiliates and Representatives with appropriate seniority and expertise to, in each case, cooperate with Buyer as reasonably requested by Buyer, and at Buyer’s sole expense, in connection with Buyer’s arrangement, marketing, syndication and consummation of the Debt Financing. Such assistance shall include using reasonable best efforts to: (i) upon reasonable advance notice, participate (including using reasonable best efforts to cause members of management, with appropriate seniority and expertise, and other necessary Representatives of Seller Parent, in each case to participate) in a reasonable number of meetings, presentations, conference calls, and due diligence sessions with any Debt Financing Source and such Debt Financing Source’s (and their respective Affiliates’) Representatives, that are customary for financings of the type similar to the Debt Financing at reasonable times (and to the extent necessary one or more conference calls with prospective Debt

Financing Sources); (ii) reasonably assist (including participating in drafting sessions) with the preparation of materials, in each case to the extent such materials relate to information concerning any Seller Party for rating agency presentations, lender presentations, and similar documents customarily required in connection with the Debt Financing; (iii) furnish Buyer and its Debt Financing Sources promptly (and in any event at least five (5) Business Days prior to the Closing Date) with information legally required under applicable "know your customer" and anti-money laundering rules and regulations and requested in writing by Buyer at least nine (9) Business Days prior to the Closing Date; (iv) furnish as promptly as practicable to Buyer, the Financial Statements and the Supplemental Financial Statements; (v) assist in the preparation of the definitive documentation in connection with the Debt Financing and the schedules and exhibits thereof including loan agreements, guarantees, collateral agreements, legal opinions and officer's certificates and facilitating the pledging of collateral; (vi) reasonably cooperate with the due diligence efforts of Buyer and the Debt Financing Sources; (vii) furnish customary authorization letters to the Debt Financing Sources, authorizing the distribution of information to prospective lenders or investors and other financing sources; and (viii) cooperate with Buyer to satisfy the conditions precedent to the Debt Financing to the extent within the control of Seller Parent, the Seller Parties and their respective Subsidiaries; *provided, however*, that such cooperation does not: (A) require (I) the entry by Seller Parent or any of its Affiliates into any agreement (whether or not conditioned on the Closing) (other than the customary authorization letters specified in Section 6.12(a)(vii)), or (II) any Seller Party or its directors, officers, managers, general partners, or employees to execute, deliver or enter into, or to perform, any agreement, document, or instrument with respect to the Debt Financing, other than the customary authorization letters specified in Section 6.12(a)(vii) and except to the extent that such directors, officers, managers, general partners, or employees will continue in such roles under the employment or engagement of Buyer and its Affiliates following the Closing, (B) cause any director, officer, manager, or Covered Employee to incur any personal liability, (C) require the delivery of any projections or pro forma financial information to any third parties (other than, for the avoidance of doubt, the financial and other pertinent information necessary for the Buyer to prepare its own pro forma financial information), (D) require the delivery of any financial statements in a form not prepared in the Ordinary Course of Business of Seller Parent and its Subsidiaries, (E) require delivery of any legal opinions or accountants' cold comfort letters or reliance letters, (F) require any Seller Party to pay any commitment or other fee, provide any security, or incur any Liability or other obligation (in each case, other than the representations and warranties of Seller Parent and the Seller Parties in this Agreement (including in Article IV), and subject to the cooperation provided in this Section 6.12) in connection with, relating to, or arising out of, the Debt Financing or any other financing, (G) require any Seller Party to take or permit the taking of any action that would reasonably be expected to conflict with, result in any violation or breach of, or default (with or without lapse of time, notice or both) under, the Seller Parties' Organizational Documents, or any applicable Law (including any Order of the Bankruptcy Court) or material Contracts of any of the Seller Parties (*provided* that such Organizational Documents or Contracts were not entered into, amended or modified for the purposes of circumventing the cooperation required pursuant to this Section 6.12), or (H) require any Seller Party, any of its Subsidiaries or any of their respective directors or officers, to take any action in the capacity as an equity owner or a member of the board of directors or governing body of any Seller Party or its Subsidiaries to authorize or approve the Debt Financing except to the extent that any such directors serve in such role under the engagement of Buyer and its

Affiliates following the Closing. All non-public or otherwise confidential information regarding any Seller Party obtained by Buyer pursuant to this Section 6.12(a) shall be kept confidential in accordance with Section 6.03. As a condition to Seller Parent's obligations pursuant to this Section 6.12(a) and subject to Section 8.01, Buyer shall promptly, upon request by Seller Parent, reimburse Seller Parent for all reasonable and documented out-of-pocket costs and expenses (including reasonable and documented attorney's fees and expenses and disbursements) incurred by any Seller Party in connection with the cooperation contemplated by this Section 6.12(a) and in connection with the Debt Financing. Buyer shall indemnify and hold harmless Seller Parent and its Subsidiaries and Affiliates and their respective Representatives from and against any and all losses or other Liabilities suffered or incurred by them in connection with the arrangement of the Debt Financing, any action taken by them at the request of the Buyer pursuant to this Section 6.12(a), and any information utilized in connection therewith (other than information provided by Seller Parent and its Subsidiaries and their Affiliates expressly for use in connection with the marketing of the Debt Financing); *provided, however, that this indemnification shall not apply to the extent that the relevant losses or other Liabilities result from Seller Parent's and its Affiliates' and Subsidiaries' or other Representatives' Fraud or Willful Breach, in each case as determined by a final and non-appealable judgment of a court of competent jurisdiction.*

(b) Seller Parent consents to the reasonable use of Seller Parent's and its Subsidiaries' logos in connection with the Debt Financing in a manner customary for such financing transactions, *provided that such logos are used solely in a manner that is not intended to or reasonably likely to harm or disparage Seller Parent and its Subsidiaries or any of their Affiliates or the reputation or goodwill of Seller Parent and its Subsidiaries or any of their Affiliates.*

(c) Buyer shall not permit any assignment of the Debt Commitment Letter, or any amendment or modification to be made to, or any waiver of any provision or remedy under, the Debt Commitment Letter, in each case without obtaining Seller Parent's prior written consent; *provided that Buyer (or its Affiliates) may assign, amend, waive, supplement, or otherwise modify the Debt Commitment Letters so long as such amendment, waiver, supplementation or modification would not (i) reduce the aggregate amount of the Debt Financing (when taken together with Other Sources) to an amount less than the Required Financing Amount or (ii) impose new or additional conditions or otherwise expand, amend or modify in a manner materially adverse to Buyer (or its Affiliates) or the Seller Parties any of the conditions to the Debt Financing, or otherwise expand, amend or modify any other provision of the Debt Commitment Letter, in a manner that would reasonably be expected to materially delay or prevent or make materially less likely the funding of the Debt Financing (or the satisfaction of the conditions to the Debt Financing) at the Closing or impair the ability of Buyer to consummate the Transactions (such amendments, waivers, supplements and modifications described in Section 6.12(c)(i) and this Section 6.12(c)(ii) are referred to herein, collectively, as "Prohibited Amendments") (provided that subject to compliance with the other provisions of this Section 6.12(c), Buyer (or its Affiliates) may amend the Debt Commitment Letters to (x) add additional lenders, arrangers, bookrunners, agents or similar entities and (y) implement or exercise any economic "flex" provision).*

(d) Buyer shall use its reasonable best efforts to arrange the Debt Financing and obtain the financing contemplated thereby on the terms and conditions described in each

Debt Commitment Letter (giving effect to any “market flex” provisions or modifications that are not Prohibited Amendments), including using its reasonable best efforts (in each case, to the extent within its Control) to (i) maintain in effect each Debt Commitment Letter through the consummation of the Closing, (ii) comply with its obligations under each Debt Commitment Letter, (iii) negotiate, execute, and deliver definitive agreements with respect to the Debt Financing on the terms (unless otherwise acceptable to Buyer) and conditions contained in the Debt Commitment Letters (giving effect to any “market flex” provision thereof) so that such definitive agreements are in effect no later than the Closing Date, (iv) satisfy, or cause to be satisfied, on a timely basis all conditions and obligations applicable to Buyer in each Debt Commitment Letter and such definitive agreements, (v) enforce its rights under each Debt Commitment Letter and such definitive agreements, and (vi) consummate the Debt Financing at the Closing (which, for the avoidance of doubt, may include the exercise of “flex” rights as provided in and pursuant to the terms of the Debt Commitment Letters (and any fee letters related thereto) to the extent necessary, together with Other Sources, to fund the Required Financing Amount). If any material portion of the Debt Financing becomes unavailable on terms and conditions contemplated in the Debt Commitment Letters (after taking into account economic “flex” terms), Buyer shall use reasonable best efforts to obtain, as promptly as practicable following the occurrence of such event, alternative financing including from alternative sources, on Commercially Reasonable Terms for any such portion in an amount sufficient to replace any unavailable portion of the Debt Financing (“Alternative Financing”), provided that such amount of Alternative Financing shall not be required to be (when taken together with (A) any such portion of the Debt Financing that remains available and (B) Other Sources) in excess of the Required Financing Amount. “Commercially Reasonable Terms” means debt financing terms available in the market from major international or United States financing institutions to borrowers or issuers with credit ratings comparable to Buyer (determined after giving pro forma effect to the Transactions) for financing comparable to the type of financing contemplated by the Debt Commitment Letters at the time the Alternative Financing is sought, which shall not be less favorable in any material respect to Buyer with respect to enforceability or confidentiality. In the event any Alternative Financing or other debt financing is obtained in accordance with this Section 6.12(d), references in this Agreement to the Debt Financing shall also be deemed to refer to such Alternative Financing or other debt financing, and if one or more commitment letters is entered into or proposed to be entered into in connection with such Alternative Financing or other debt financing, references in this Agreement to the Debt Commitment Letters shall also be deemed to refer to such commitment letter(s) relating to such Alternative Financing or such other debt financing, and all obligations of Buyer, Seller Parent, and the Seller Parties pursuant to this Section 6.12 shall be applicable thereto to the same extent as Buyer’s, Seller Parent’s and such Seller Parties’ obligations with respect to the Debt Financing. Notwithstanding anything in this Agreement to the contrary, nothing herein shall require Buyer to (A) pay any fees in excess of those contemplated by the Debt Commitment Letters on the Original Agreement Date, or (B) agree to confidentiality or economic terms of the Debt Financing that are less favorable to Buyer in the aggregate than those contemplated by the Debt Commitment Letters or any related fee letter (including any economic “flex” provisions therein). For the avoidance of doubt, it is understood and agreed that nothing in this Agreement shall prejudice Buyer’s ability to elect to seek or obtain Alternative Financing or other debt financing that, in each case, is on Commercially Reasonable Terms, and Buyer’s seeking and

obtaining any Alternative Financing or other such debt financing shall not be deemed to be a breach, violation or other contravention of this Agreement (including this Section 6.12).

(e) Buyer shall, (i) from time to time upon the request of Seller Parent during the Pre-Closing Period, keep Seller Parent informed on a reasonably current basis in reasonable detail of all material activity concerning the Debt Financing (including the status of its efforts to obtain the Debt Financing or any Alternative Financing) and (ii) promptly provide Seller Parent with copies of all executed amendments, modifications, or replacements of any Debt Commitment Letter (including with respect to any Alternative Financing) (it being understood that any amendments, modifications, or replacements shall only be as permitted herein). Without limiting the generality of the foregoing, Buyer shall promptly notify Seller Parent (A) of any material breach or default (or any event or circumstance that would reasonably be expected to give rise to a material breach or default) by any party to the Debt Commitment Letters or definitive agreements related to the Debt Financing of which Buyer becomes aware, (B) of the receipt by Buyer of any written notice or communication from any Debt Financing Source with respect to any actual material breach or default, or any termination or repudiation, in each case by any party to the Debt Commitment Letters or any definitive agreements related to the Debt Financing of any provisions of the Debt Commitment Letters or such definitive agreements, and (C) if Buyer at any time becomes aware that any portion of the Debt Financing contemplated by the Debt Commitment Letter may not be available to pay the Required Financing Amount, to the extent such unavailability would reasonably be expected to prevent, or materially delay, impede or impair the Closing.

(f) For the avoidance of doubt, if the Debt Financing (including any Alternative Financing) has not been obtained on or prior to the Closing Date, Buyer shall continue to be obligated to consummate the Transactions on the terms contemplated by this Agreement and subject only to the satisfaction or waiver of the Closing Conditions set forth in Section 10.02 and to Buyer's rights under Article XI, regardless of whether Buyer has complied with all of its other obligations under this Agreement (including its obligations under this Section 6.12).

(g) Each Party acknowledges and agrees that the Equity Commitment Letter amends, restates, supersedes and replaces in its entirety that certain Equity Commitment Letter, dated May 22, 2025 by and between the parties thereto (the "Original Equity Commitment Letter") and all of its terms and provisions, such that the Original Equity Commitment Letter is null and void and of no further force or effect.

Section 6.13. R&W Insurance Policy.

(a) Buyer may acquire a conditional binder (the "Binder Agreement") to a buyer-side representation and warranty insurance policy (the "R&W Insurance Policy"), that would be issued at or promptly following the Closing in accordance with the terms and subject to the satisfaction of the conditions set forth in the Binder Agreement. Seller Parent shall, and shall cause the Seller Parties and its and their respective Subsidiaries to, provide such cooperation, assistance, information and documents as Buyer may reasonably request in connection with obtaining a R&W Insurance Policy.

(b) The cost, fees and expenses (including all premiums and any related underwriting or brokers fees) of obtaining any R&W Insurance Policy, including all premiums and any related brokers fees, shall be solely borne by Buyer.

(c) If obtained, Buyer shall cause such R&W Insurance Policy to expressly provide (i) the insurer(s) issuing such policy shall waive, and irrevocably agree not to pursue, directly or indirectly, any and all rights of subrogation, claims in contribution or assignment arising pursuant to this Agreement and the Transactions against the Seller Parties, their Affiliates and their respective officers, directors, managers and employees (collectively, the "Seller Related Parties"), except in the event of Fraud by such Seller Related Party (the "Subrogation Waiver Provision"), (ii) the Seller Related Parties shall be intended third party beneficiaries of the Subrogation Waiver Provision (the "Third Party Beneficiary Provision"). Buyer shall not, and shall not consent or agree to allow the issuer of such policy to, adversely amend, waive, modify or otherwise revise (i) the Subrogation Waiver Provision or the Third Party Beneficiary Provision included in the R&W Insurance Policy as required in the foregoing; or (ii) without the written consent of Seller Parent, any other terms or conditions of the R&W Insurance Policy in any manner that would adversely affect the Subrogation Waiver Provision or the Third Party Beneficiary Provision included in the R&W Insurance Policy as required in the foregoing.

ARTICLE VII

CERTAIN POST-CLOSING COVENANTS

Section 7.01. Post-Closing Access.

(a) From and after the Closing until the Wind-Up Date, in connection with (w) claims or obligations relating to Excluded Liabilities, (x) the determination of any matter relating to the rights or obligations of the Seller Parties or any of their Affiliates under any Transaction Agreement, (y) the administration, or satisfaction of Seller Parent's obligations in connection with, the Bankruptcy Cases, or (z) the winding up and cessation of the Seller Parties' corporate or limited liability company existence, upon reasonable prior written notice to Buyer, Buyer shall, and shall cause each its Affiliates and their respective Representatives to, at the sole cost and expense of the applicable Seller Party(ies): (i) afford each Seller Party and its Representatives and their respective Affiliates reasonable access, during normal business hours, to the properties, books and records of Buyer and its Affiliates in respect of the Business (including all original books and records in respect of the Business in the possession or control of Buyer or its Affiliates), the Transferred Assets, or the Assumed Liabilities and (ii) make available to each Seller Party and its Representatives and their respective Affiliates those Transferred Employees whose assistance, expertise, testimony, notes, or recollections or presence may be reasonably necessary to assist such Seller Party, its Representatives, or their respective Affiliates in connection with its inquiries for the purposes referred to in clauses (w)-(z) above, in each case, except as set forth in Section 7.01(b).

(b) Notwithstanding anything in this Agreement to the contrary:

(i) (A) in no event shall Buyer or its Affiliates be obligated to provide any (I) access or information in violation of any applicable Law (including Privacy Laws) or any

Order of the Bankruptcy Court, (II) competitively sensitive information not related to the Transferred Assets, the Assumed Liabilities or the Business or any information the disclosure of which would reasonably be expected to (as determined in Buyer's reasonable judgement on advice of legal counsel) jeopardize any applicable legal privilege (including the attorney-client privilege) available to Buyer or any of its Affiliates relating to such information, (III) information in connection with a proceeding between Buyer or any of its Affiliates, on the one hand, and any Seller Party or any of its Affiliates, on the other hand or (IV) information the disclosure of which would cause Buyer or any of its Affiliates to breach a confidentiality obligation to which it is legally bound and in existence on the Original Agreement Date *provided, however*, in the case of clauses (I), (II), (III) and (IV), Buyer and its Affiliates shall be required to use commercially reasonable efforts to provide such information; *provided, further*, in the case of clauses (I), (II) or (IV), Buyer shall provide the applicable Seller Party a reasonably detailed description of the information not provided pursuant to the forgoing, and the applicable Seller Party and Buyer shall cooperate in good faith to design and implement alternative disclosure arrangements to enable such Seller Party and its Representatives to evaluate such information without such violation, forfeiture or breach, and (B) any access or investigation contemplated by Section 7.01(a) shall not unreasonably interfere with any of the businesses, personnel, or operations of Buyer or any of its Affiliates, or the Business;

(ii) the auditors and accountants of Buyer or its Affiliates or the Business shall not be obligated to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants; and

(iii) for the avoidance of doubt, the applicable Seller Party shall (or cause its Representatives or Subsidiaries to) reimburse the Buyer and its Affiliates for reasonable expenses associated with the availability and/or assistance of Transferred Employees in the foregoing Section 7.01(a)(ii).

(c) Notwithstanding anything to the contrary herein, for the longer of (I) any applicable statute of limitations and (II) the period ending on the Wind-Up Date, the Seller Parties shall have continued access to all Transferred Books and Records as is necessary to administer the Bankruptcy Cases and the Seller Parties may retain copies of such Transferred Books and Records, solely as necessary or appropriate in connection with such purpose. Upon the Wind-Up Date, the Seller Parties shall destroy all copies of the Transferred Books and Records in such Seller Parties' possession and shall confirm destruction by providing Buyer with prompt written notice (email being sufficient).

(d) From and after the Closing Date until the Wind-Up Date, in connection with (w) claims or obligations relating to Assumed Liabilities, (x) the determination of any matter relating to the rights or obligations of Buyer or any of its Affiliates under any Transaction Agreement, (y) the administration, or satisfaction of any Buyer obligations in connection with, the Bankruptcy Cases, or (z) the winding up and cessation of the Seller Parties' corporate or limited liability company existence, in each case, upon reasonable prior written notice to Seller Parent, Seller Parent shall, and shall cause each its Subsidiaries and their respective Representatives to, at the sole cost and expense of Buyer, afford Buyer and its Representatives

and their respective Affiliates reasonable access, during normal business hours, to the properties, books and records of Seller Parent and its Affiliates in respect of the Excluded Business (including all original books and records in respect of the Excluded Business in the possession or control of Seller Parent or its Affiliates), the Excluded Assets, or the Excluded Liabilities;

(e) Notwithstanding anything in this Agreement to the contrary:

(i) (A) in no event shall Seller Parent or its Affiliates be obligated to provide any (I) access or information in violation of any applicable Law (including Privacy Laws) or any Order of the Bankruptcy Court, (II) competitively sensitive information not related to the Excluded Assets, the Excluded Liabilities or the Excluded Business or any information the disclosure of which would reasonably be expected to (as determined in Seller Parent's reasonable judgement on advice of legal counsel) jeopardize any applicable legal privilege (including the attorney-client privilege) available to Seller Parent or any of its Affiliates relating to such information, (III) information in connection with a proceeding between Seller Parent or any of its Affiliates, on the one hand, and any Buyer or any of its Affiliates, on the other hand or (IV) information the disclosure of which would cause Seller Parent or any of its Affiliates to breach a confidentiality obligation to which it is legally bound and in existence on the Original Agreement Date provided, however, in the case of clauses (I), (II), (III) and (IV), Seller Parent and its Affiliates shall be required to use commercially reasonable efforts to provide such information; *provided, further*, in the case of clauses (I), (II) or (IV), Seller Parent or the applicable Seller Party shall provide Buyer a reasonably detailed description of the information not provided pursuant to the forgoing, and the applicable Seller Party and Buyer shall cooperate in good faith to design and implement alternative disclosure arrangements to enable Buyer and its Representatives to evaluate such information without such violation, forfeiture or breach, and (B) any access or investigation contemplated by this Section 7.01(e) shall not unreasonably interfere with any of the businesses, personnel, or operations of Seller Parent or any of its Affiliates, or the Excluded Business; and

(ii) the auditors and accountants of Seller Parent or its Affiliates or the Excluded Business shall not be obligated to make any work papers available to any Person except in accordance with such auditors' and accountants' normal disclosure procedures and then only after such Person has signed a customary agreement relating to such access to work papers in form and substance reasonably acceptable to such auditors or accountants.

Section 7.02. Intellectual Property Matters.

(a) Effective as of the Closing, Buyer hereby grants to Seller Parent and each of its Affiliates a royalty-free, fully paid-up, irrevocable (during the term of the license granted under this Section 7.02(a)), non-sublicensable, non-transferable, non-exclusive license, until the Wind-Up Date, to continue to use and display any Trademarks included in the Business Intellectual Property included in the Transferred Assets in substantially the same manner that such Trademarks are used in connection with the Business or PA Business immediately prior to the Closing (and solely with products, services, and operations of substantially the same or higher quality as those of the Business or PA Business prior to the Closing) solely in connection with the winding up and cessation of Seller Parent's or such Affiliate's use and display of such Trademarks, including to sell or otherwise dispose of any Excluded Assets bearing or containing

any such Trademarks and in connection with the winding up of the PA Business. Following such period, none of Seller Parent or any such Affiliates shall use or display any such Trademarks in any manner for any purpose, except that nothing in this Section 7.02 shall prohibit Seller Parent or any such Affiliate from using any such Trademarks as permitted under any other Transaction Agreement, in a text-only form in connection with historical, Tax, employment, or similar references to the Business or PA Business, for purposes of prospectus, and similar disclosures as are necessary and appropriate to describe the historical relationship of Seller Parent and such Affiliate, or as otherwise required to comply with applicable Law (including any Order of the Bankruptcy Court). Any and all goodwill generated by the use of such Trademarks, including under this Section 7.02, shall inure solely to the benefit of the respective owner of the applicable Trademark.

(b) Solely to the extent that any Business Intellectual Property (other than Trademarks) included in the Transferred Assets is used, practiced, or otherwise exploited by Seller Parent or any of its Affiliates in the conduct of the PA Business immediately prior to the Closing and is necessary for the winding up of the PA Business after the Closing, effective as of the Closing, Buyer hereby grants Seller Parent and each such Affiliate a royalty-free, fully paid-up, irrevocable (during the term of the license granted under this Section 7.02(b)), worldwide, non-sublicensable (except to subcontractors and consistent with past practice), non-transferable (except in connection with the transfer of all or substantially all of the assets, stock, or other equity of Seller Parent or such Affiliate), non-exclusive license to use, practice, and otherwise exploit such Business Intellectual Property solely in connection with the conduct of the PA Business of Seller Parent or such Affiliate as conducted on or prior to the Closing (and natural evolutions thereof in the context of winding up the PA Business) and the winding up of the PA Business, which license shall terminate immediately upon cessation of the PA Business by Seller Parent and its Affiliates.

Section 7.03. Further Assurances; Receipt of Misdirected Assets.

(a) From time to time following the Closing until the Wind-Up Date, the Parties shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all reasonable further conveyances, notices, assumptions, releases, and acquittances and such instruments, and shall take such reasonable actions as may be necessary or appropriate to make effective the Transactions as may be reasonably requested by the other Party.

(b) In furtherance of Section 7.03(a), following the Closing until the Wind-Up Date, if Buyer or any of its Affiliates (a) receives or otherwise possesses any asset or interest (including any funds, payments, mail (including electronic mail) and insurance proceeds) that should have properly been classified as an Excluded Asset, or (b) is liable under or otherwise responsible for discharging a Liability that should have properly been classified as an Excluded Liability, (i) (A) Buyer shall, and shall cause its respective Subsidiaries to use reasonable best efforts to reasonably promptly transfer, or cause to be transferred, such asset or interest to Seller Parent or a Seller Party designated by Seller Parent and (B) Buyer, shall hold such asset or interest in trust for the use and benefit and burden of the Person entitled thereto (and at such other Person's sole expense) until the consummation of the transfer thereof, or (ii) a Seller Party designated by Seller Parent shall promptly assume such Liabilities from Buyer, as the case may be.

(c) In furtherance of Section 7.03(a), following the Closing until the Wind-Up Date, if Seller Parent or any of the Seller Parties (a) receives or otherwise possesses any asset or interest (including any funds, payments, mail (including electronic mail) and insurance proceeds) that should have properly been classified as a Transferred Asset or (b) is liable under or otherwise responsible for discharging a Liability that should have properly been classified as an Assumed Liability, (i) (A) Seller Parent shall, and shall cause the other Seller Parties and their respective subsidiaries to use reasonable best efforts to reasonably promptly transfer, or cause to be transferred, such asset or interest to Buyer and (B) Seller Parent and the applicable Seller Party shall hold such asset or interest in trust for the use and benefit and burden of the Person entitled thereto (and at such other Person's sole expense) until the consummation of the transfer thereof, or (ii) Buyer shall promptly assume such Liabilities from Seller Parent, as applicable, as the case may be.

(d) Except for Buyer's obligations to discharge an Assumed Liability and Seller Parties' obligations to discharge Excluded Liabilities (including as provided in the foregoing of this Section 7.03) or as otherwise provided pursuant to Section 2.02, nothing in this Section 7.03 shall require any Party or its Affiliates to pay money to, commence or participate in any Action with respect to, or offer or grant any accommodation (financial or otherwise) to, any third party following the Closing.

Section 7.04. Preservation of Books and Records. Seller Parent and its Affiliates shall have the right to retain copies of all books and records of the Business relating to periods ending on or before the Closing Date. From and after the Closing until the Wind-Up Date, Buyer agrees that it shall preserve and keep all pre-Closing books and records in respect of the Business in the possession or control of Buyer or its Affiliates that are not in the possession or control of any Seller Party as of the Closing Date. After such period, before Buyer or any Affiliate may dispose of any of such books and records, and Buyer shall give reasonable prior written notice to Seller Parent of its such intention to dispose such books and records, and Seller Parent, and/or any of its respective Affiliates shall be given an opportunity, at their cost and expense, to retain all or any part of such books and records as it or they may elect.

Section 7.05. Certain Transitional Matters. From and after the Closing until the Wind-Up Date, the applicable Seller Parties shall deliver to Buyer, and to the extent permitted by applicable Law or an Order of the Bankruptcy Court, promptly after the receipt thereof and in the form received, all inquiries, correspondence and other items and materials received by the Seller Parties and its Affiliates from any third party Person that would reasonably be expected to be material to the Business. From and after the Closing until the Wind-Up Date, Buyer shall deliver to Seller Parent on a similar basis as the foregoing provisions of this Section 7.05, all material inquiries, correspondence and other items and materials received by Buyer and its Affiliates from any Person related to the Excluded Assets or Excluded Liabilities.

Section 7.06. Insurance. Buyer acknowledges that coverage for the Business and the Transferred Assets under the insurance policies of Seller Parent and its Affiliates will cease as of the Closing, and that neither Seller Parent nor any of its Affiliates will purchase any "tail" policy or other additional or substitute coverage for the benefit of Buyer or any of its Affiliates relating to such insurances, the Business or the Transferred Assets applicable to any period after the

Closing; *provided, however*, from and after Closing until the Wind-Up Date, Seller Parent shall provide Buyer with reasonable access (upon advance written notice) to, and will use reasonable best efforts to reasonably cooperate with Buyer in Buyer's pursuit of recovery under, any occurrence-based Insurance Policy of Seller Parent and its Affiliates applicable to the Transferred Assets solely in respect of pre-Closing events related to the Transferred Assets for which a claim could reasonably be made (the "Insurance Policy Claims"), *provided* that Buyer shall be responsible for, and shall indemnify and hold Seller Parent and its Affiliates harmless against, any reasonable, documented and out-of-pocket expenses of Seller Parent solely arising out of Buyer's pursuit of any Insurance Policy Claim, *provided further* that Buyer and its Affiliates shall be responsible for any deductible or retention applicable to any Insurance Policy Claim. In no event shall Seller Parent or its Affiliates be required to (i) renew any insurance policy following the Closing or (ii) take any action to maintain in effect any insurance policies following Closing including with respect to paying any premium or other amount in respect of any such insurance policy. Nothing herein shall be construed as limiting the right of Seller Parent or its Affiliates to pursue coverage for its or their own benefit under any insurance policy and to recover coverage up to the applicable limit of liability, or as prioritizing Insurance Policy Claims benefitting Buyer or any of its Affiliates above claims benefitting Seller Parent or its Affiliates.

Section 7.07. Mutual Release.

(a) Each Seller Party, for itself and on behalf of its Affiliates, and any of its respective officers, directors, employees, managers, partners, members, equityholders, agents, representatives, successors and permitted assigns (each a "Seller Releasing Party"), each acknowledges and agrees that, effective from and after the Closing, to the fullest extent permitted under applicable Law, any and all rights, claims and causes of action, it may ever had, now has or may have on or by reason of any matter, cause or fact whatsoever from the beginning of time through the Closing, against any of Buyer, the Business or any of its respective current or future Affiliates, or any of its respective former, current or future officers, directors, employees, managers, partners, members, equityholders, agents, representatives, successors and permitted assigns (the "Buyer Released Parties") relating to (i) the preparation, negotiation, execution or consummation of this Agreement and the Transaction Agreements or the Transactions, (ii) claims in respect of a breach by any member of Buyer's board of directors, board of managers (or equivalent governing body) or its individual directors, managers, officers and employees of their obligations or duties (including fiduciary duties) (including in connection with the negotiation and execution of this Agreement and the consummation of the Transactions), (iii) the Business, the operation of the Business at or prior to the Closing or (iv) Seller Parties' status as a holder of equity securities in the an entities comprising the Business prior to the Closing or owner of the Business or Transferred Assets otherwise (collectively, "Seller Claims") are effective as of the Closing, hereby irrevocably released, forever discharged and waived by and on behalf of the Seller Releasing Parties; *provided, however*, that nothing in this Section 7.07 shall be construed to release, acquit or discharge any Seller Claims or rights that any of the Seller Releasing Parties had, have or may have (A) against any Seller Party, any rights of indemnification, exculpation, or expense reimbursement of any individual who served as a director, officer, manager, or other representative of any Seller Party under the operating agreement, charter, bylaws, partnership agreement, or other organization documents of such Seller Party; (B) any rights of any Person under any directors' and officers' or similar insurance policy pursuant to which they are a

covered person (and subject in all respects to the terms and conditions thereof); (C) as an employee of the Business for accrued and unpaid wages or other compensation for services rendered prior to the Closing; (D) any rights of Seller Parties set forth in this Agreement or any Transaction Agreement or the Transactions, including Section 7.03; or (v) each Seller Releasing Party's rights and interests under any written agreement between such Seller Releasing Party, on the one hand, and any Buyer Released Party, on the other hand.

(b) Each Seller Party agrees not to, and agree to cause each of its Seller Releasing Parties not to, assert any Seller Claim against the Buyer Released Parties, and with respect to such Seller Claims, each Seller Releasing Party effective as of the Closing hereby expressly waives any and all rights conferred upon such Person by any statute or rule of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him, her or it must have materially affected his, her or its settlement with the Buyer Released Party. Seller Parties each hereby represents and warrants that it has access to adequate information regarding the terms of this release, the scope and effect of the releases set forth herein, and all other matters encompassed by this release to make an informed and knowledgeable decision with regard to entering into this release and has not relied on the Buyer Released Parties in deciding to enter into this release and has instead made his, her or its own independent analysis and decision to enter into this release.

(c) Buyer, for itself and on behalf of its Affiliates, and any of its respective officers, directors, employees, managers, partners, members, equityholders, agents, representatives, successors and permitted assigns (each a "Buyer Releasing Party"), acknowledges and agrees that, effective from and after the Closing, to the fullest extent permitted under applicable Law, any and all rights, claims and causes of action, it may ever had, now has or may have on or by reason of any matter, cause or fact whatsoever from the beginning of time through the Closing, against any of the Seller Parties, the Business or any of their respective current or future Affiliates, or any of their respective former, current or future officers, directors, employees, managers, partners, members, equityholders, agents, representatives, successors and permitted assigns (the "Seller Released Parties", and together with Buyer Released Parties, the "Released Parties") relating to (i) the preparation, negotiation, execution or consummation of this Agreement and the Transaction Agreements or the Transactions, (ii) claims in respect of a breach by any member of any Seller Party's board of directors, board of managers (or equivalent governing body) or its individual directors, managers, officers and employees of their obligations or duties (including fiduciary duties) (including in connection with the negotiation and execution of this Agreement and the consummation of the Transactions), or (iii) the Business, the operation of the Business at or prior to the Closing (collectively, "Buyer Claims") are effective as of the Closing, hereby irrevocably released, forever discharged and waived by and on behalf of the Buyer Releasing Parties; *provided, however*, that nothing in this Section 7.07 shall be construed to release, acquit or discharge any Buyer Claims or rights that any of the Buyer Releasing Parties had, have or may have (A) set forth in this Agreement or any Transaction Agreement or the Transactions, including Section 7.03; or (B) any Buyer Releasing Party's rights and interests under any written agreement between such Buyer Releasing Party, on the one hand, and any Seller Released Party, on the other hand.

(d) Buyer agrees not to, and agrees to cause each Buyer Releasing Party not to, assert any Buyer Claim against the Seller Released Parties, and with respect to such Buyer Claims, each Buyer Releasing Party effective as of the Closing hereby expressly waives any and all rights conferred upon such Person by any statute or rule of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him, her or it must have materially affected his, her or its settlement with the Seller Released Party. Buyer hereby represents and warrants that it has access to adequate information regarding the terms of this release, the scope and effect of the releases set forth herein, and all other matters encompassed by this release to make an informed and knowledgeable decision with regard to entering into this release and has not relied on the Seller Released Parties in deciding to enter into this release and has instead made his, her or its own independent analysis and decision to enter into this release.

(e) Each of the Released Parties is an express beneficiary of this Section 7.07.

Section 7.08. No Successor Liability. The Parties intend that, to the fullest extent permitted by applicable Law (including under Section 363 of the Bankruptcy Code), upon the Closing, Buyer shall not be deemed to: (a) be the successor of any Seller Party, (b) have, *de facto*, or otherwise, merged with or into Seller Parties; (c) be a mere continuation or substantial continuation of Seller Parties or the enterprise(s) of Seller Parties; or (d) be liable or have any Liability for any acts or omissions of Seller Parties in the conduct of their businesses or arising under or related to the Transferred Assets other than as expressly set forth and agreed in this Agreement. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, the Parties intend that Buyer shall have no Liability for any Lien (other than the Assumed Liabilities and Permitted Liens on the Transferred Assets), and Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date or in connection with the Transactions, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the businesses of Seller Parties, the Transferred Assets or any Liability of Seller Parties arising prior to, or relating to any period occurring prior to, the Closing Date. The Parties agree that the Sale Order shall contain provisions substantially in the form set forth in this Section 7.08.

ARTICLE VIII

BANKRUPTCY PROVISIONS

Section 8.01. Approval of Break-Up Fee and Expense Reimbursement. In consideration for Buyer having expended considerable time and expense in connection with this Agreement and the negotiation thereof and the identification and quantification of assets of Seller Parties, Seller Parent shall if, as, and when due in accordance with the terms hereof and the Bidding Procedures Order, (a) if, and only if, this Agreement is validly terminated pursuant to Section 11.01(c), Section 11.01(f) or Section 11.01(k), pay (or cause to be paid) to Buyer a break-up fee in an amount equal to (i) \$8,550,000 (the "Break-Up Fee") plus (as applicable) (ii) the amount of the reasonable, out-of-pocket and documented expenses of Buyer incurred in connection with this Agreement and the Transactions up to an aggregate amount of \$2,850,000 (such amount an "Expense Reimbursement", and together with the Break-Up Fee (as applicable), the

“Termination Payment”); or (b) if, and only if, this Agreement is validly terminated pursuant to Section 11.01(g), Section 11.01(h) or Section 11.01(i), pay (or cause to be paid) the Expense Reimbursement. In either event, subject to the entry of the Bidding Procedures Order, the Termination Payment or the Expense Reimbursement, as applicable, shall be paid no later than the third (3rd) Business Day following the date of consummation of an Alternative Transaction if, at or prior to such date, no material breach by Buyer of this Agreement has occurred pursuant to which Seller Parent would be entitled to terminate this Agreement pursuant to Section 11.01(b). In accordance with Section 8.03, Seller Parent shall file with and seek the entry by the Bankruptcy Court of the Bidding Procedures Order, approving the payment of the Termination Payment, pursuant to, and subject to the limitations set forth in, this Agreement. The agreements contained in this Section 8.01 are an integral part of this Agreement. The Expense Reimbursement and the Break-Up Fee are not a penalty, but rather represent liquidated damages in a reasonable amount that will reasonably compensate Buyer in the circumstances in which such Expense Reimbursement or Break-Up Fee, as applicable, is payable for the efforts and resources expended and opportunities foregone by Buyer while negotiating and pursuing this Agreement and in reasonable reliance on this Agreement, which amount would otherwise be impossible to calculate with precision. Pursuant to the Bidding Procedures Order and subject to approval by the Bankruptcy Court and entry of the Bidding Procedures Order, the claim of Buyer in respect of the Expense Reimbursement or the Break-Up Fee is and constitutes an allowed administrative expense claim against Seller Parties under Sections 503 and 507(b) of the Bankruptcy Code in the Bankruptcy Case.

Section 8.02. Competing Transaction. This Agreement is subject to approval by the Bankruptcy Court and, in accordance with the Bidding Procedures, the consideration by Seller Parent of higher or better competing bids in respect of all or any part of the Transferred Assets at Auction (each, a “Competing Bid”), as determined in each Seller Party’s sole and exclusive discretion. ~~From the Agreement Date and until the Transactions are consummated, each Seller Party is permitted to and to cause its Representatives and Affiliates to, initiate contact with, solicit, or encourage submission of any inquiries, proposals, or offers by, any Person (in addition to Buyer and its Affiliates and Representatives) in connection with a Competing Bid. In addition, each Seller Party shall have the responsibility and obligation to respond to any inquiries or offers for a Competing Bid and perform any and all other acts related thereto which are required under the Bankruptcy Code, the Bidding Procedures Order or other applicable Law, including supplying information relating to the Business and the Transferred Assets, to prospective purchasers.~~

Section 8.03. Bankruptcy Court Filings.

(a) ~~As promptly as practicable following the commencement of the Bankruptcy Cases, the Seller Parties shall file with the Bankruptcy Court the Bidding Procedures Motion seeking entry of the Bidding Procedures Order. From the Agreement Date until the earlier of (i) the valid termination of this Agreement in accordance with Section 11.01 and (ii) the Closing Date, the Seller Parties shall use reasonable best efforts to pursue the entry of (i) the Bidding Procedures Order and (ii) the Sale Order, in each case, by the Bankruptcy Court.~~

(b) The Sale Order shall, among other things, (a) approve, pursuant to Sections 105, 363, and 365 of the Bankruptcy Code, (i) the execution, delivery and performance

by the Seller Parties of this Agreement, (ii) the sale of the Transferred Assets to Buyer on the terms set forth herein and free and clear of all Liens (other than Liens included in the Assumed Liabilities and Permitted Liens), and (iii) the performance by the Seller Parties of their respective obligations under this Agreement; (b) authorize and empower the Seller Parties to assume and assign to Buyer the Transferred Executory Contracts; (c) find that Buyer is a "good faith" buyer within the meaning of Section 363(m) of the Bankruptcy Code, find that Buyer is not a successor to any Seller Party, and grant Buyer the protections of Section 363(m) of the Bankruptcy Code; (d) find that Buyer shall have no Liability or responsibility for any Liability or other obligation of any Seller Party arising under or related to the Transferred Assets other than as expressly set forth in this Agreement, including successor or vicarious Liabilities of any kind or character, including any theory of antitrust, environmental, successor, or transferee Liability, labor law, de facto merger, or substantial continuity; (e) find that Buyer has provided adequate assurance (as that term is used in Section 365 of the Bankruptcy Code) of future performance in connection with the assumption of the Transferred Executory Contracts; and (f) find that Buyer shall have no Liability for any Excluded Liability.

(c) The Seller Parties acknowledge and agree, and the Sale Order shall provide that, on the Closing Date and concurrently with the Closing, all then existing or thereafter arising obligations, Liabilities and Liens of, against or created by Seller Parties or their bankruptcy estate, to the fullest extent permitted by Section 363 of the Bankruptcy Code, shall be fully released from and with respect to the Transferred Assets. On the Closing Date, the Transferred Assets shall be transferred to Buyer free and clear of all obligations, Liabilities and Liens, other than Permitted Liens and the Assumed Liabilities to the fullest extent permitted by Section 363 of the Bankruptcy Code.

(d) The Seller Parties shall promptly seek entry of the ~~Bidding Procedures Order and the Sale Order~~, both of which shall be in form and substance reasonably acceptable to the Buyer, by the Bankruptcy Court. Buyer agrees that it will promptly take such actions as are reasonably requested by Seller Parent to assist in obtaining entry of the ~~Bidding Procedures Order and the Sale Order~~, and providing adequate assurance of future performance by Buyer as required under Section 365 of the Bankruptcy Code, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement and demonstrating that Buyer is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code. Buyer shall not, without the prior written consent of Seller Parent, file, join in, or otherwise support in any manner whatsoever any motion or other pleading relating to the sale of the Transferred Assets hereunder. In the event the entry of the Sale Order ~~or the Bidding Procedures Order~~ shall be appealed, the Seller Parties and Buyer shall use their respective commercially reasonable efforts to defend such appeal.

(e) Seller Parent may modify the ~~Bidding Procedures Order or the Sale Order~~ pursuant to discussions with the Office of the United States Trustee assigned to the Bankruptcy Cases, the Bankruptcy Court, any creditor, or committee representing a group of creditors in the Bankruptcy Cases, or any other party in interest; *provided* that all such modifications to the ~~Bidding Procedures Order or the Sale Order~~ shall be approved by Buyer in writing.

(f) Each of the Seller Parties and Buyer shall appear formally or informally in the Bankruptcy Court if reasonably requested by the other Party or required by the Bankruptcy Court in connection with the Transactions and keep the other reasonably apprised of the status of material matters related to this Agreement, including, upon reasonable request promptly furnishing the other with copies of notices or other communications received by any Seller Party from the Bankruptcy Court or any third party and/or any Government Authority with respect to the Transactions.

Section 8.04. Back-up Bidder. Seller Parent and Buyer agree that, in the event that Buyer is not the winning bidder at the auction undertaken pursuant to the Bidding Procedures Order (the "Auction"), if and only if (a) Buyer submits the second highest or second best bid at the Auction and is named the "Back-Up Bidder" at the Auction, in each case, as determined by the Seller Parties, and (b) Seller Parent gives notice to Buyer on or before the Back-up Termination Date, stating that the Seller Parties (i) failed to consummate the sale with the winning bidder, and (ii) has terminated the purchase agreement with the winning bidder, Buyer shall promptly consummate the Transaction upon the terms and conditions as set forth herein, including the Aggregate Purchase Price, as the same may be increased by Buyer at the Auction.

Section 8.05. Bankruptcy Milestones. Seller Parent shall satisfy the following milestones (each of which is subject to the availability of the Bankruptcy Court) and any extension of such milestones shall require the prior consent of Buyer (which consent shall not be unreasonably withheld, conditioned or delayed; it being understood that it shall not be unreasonable for Buyer to withhold, condition or delay such consent in the event that Seller Parties have not used their respective reasonable best efforts to avoid any such extension):

(a) ~~The Petition Date shall have occurred on or before May 28, 2025~~ [Intentionally Omitted].

(b) [Intentionally Omitted].

(c) [Intentionally Omitted].

(d) [Intentionally Omitted].

~~(b) The Bankruptcy Court shall have entered the Bidding Procedures Order no later than the day that is thirty (30) days following the Petition Date.~~

~~(c) The Bid Deadline under the Bidding Procedures Order shall be no later than the day that is fifty (50) days following the Petition Date.~~

~~(d) The Auction, if any, under the Bidding Procedures Order shall be no later than the day that is fifty-five (55) days following the Petition Date.~~

(e) The Bankruptcy Court shall have entered the Sale Order no later than the day that is sixty-five (65) days following the Petition Date.

ARTICLE IX

TAX MATTERS

Section 9.01. Transfer Taxes. Notwithstanding anything to the contrary in this Agreement, Buyer, on the one hand and Seller Parties, on the other hand, shall promptly pay and discharge 50% of any Transfer Tax imposed or arising with respect to the Transactions. The Party required by Law to file a Tax Return with respect to such Transfer Taxes shall, with the cooperation of the other Party, timely prepare and file such Tax Return; *provided*, that Buyer shall bear and be responsible for the costs of preparing and filing such Tax Return. If the Seller Parties or any of their Affiliates are required to pay any Transfer Tax, Buyer shall within ten (10) Business Days of receipt of evidence of payment reimburse the Seller Parties for any Transfer Taxes paid by the Seller Parties or such Affiliate in connection with the filing of the applicable Tax Return. Buyer and Seller Parent each agree to use commercially reasonable efforts to timely sign and deliver (or to cause their respective Affiliates to timely sign and deliver) such certificates or forms as may be necessary or appropriate and otherwise to cooperate to establish any available exemption from (or otherwise reduce) any Transfer Taxes.

Section 9.02. Tax Allocations. Except as set forth in this Section 9.02, the Seller Parties shall be allocated and bear all Taxes attributable to the Transferred Assets for any Tax period (or portion of any "Straddle Period") ending on or before the Closing Date, and Buyer shall be allocated and bear all Taxes attributable to the Transferred Assets for any Tax period (or portion of any Straddle Period) that begins after the end of the Closing Date. For purposes of the calculation of any Taxes that need to be apportioned between a taxable period beginning on or before and ending after the Closing Date, (a) property, ad valorem and similar Taxes will be apportioned and prorated between the Seller Parties and Buyer as of the Closing Date, based on such Party's proportionate share of such Taxes, which shall, in the case of the Seller Parties, be equal to the product obtained by multiplying (i) the amount of such Taxes for the Straddle Period and (ii) a fraction, the numerator being the number of days up to and including the Closing Date and the denominator being the total number of days in the Straddle Period, and Buyer shall bear the remaining portion of such Taxes and (b) Taxes based on or measured by income, receipts, payments, or payroll will be apportioned and prorated between the Seller Parties and Buyer based on an interim closing of the books as of the end of the day of the Closing Date. If the precise amount of any such Tax cannot be ascertained on the Closing Date, apportionment and proration shall be computed utilizing the most recent information available in estimating the amount of such Tax for purposes of such adjustment and any proration shall be adjusted thereafter on the basis of the actual charges for such items in the Straddle Period. Upon the payment of any Taxes attributable to the Transferred Assets (other than income or similar taxes imposed on any Seller Party or Buyer or their respective Affiliates) for any Tax period beginning prior to the end of the Closing Date, Buyer or Seller Parent, as applicable, shall (or shall cause the applicable Affiliate thereof to), within thirty (30) days after notice of payment being due and delivery of reasonable supporting documentation with respect to such amounts, make any additional payment so that the correct prorated amount is paid by each of Buyer and the Seller Parties.

Section 9.03. Tax Cooperation. Without limiting the obligations set forth in Sections 6.02 and 7.01, the Parties shall furnish or cause to be furnished to each other, upon request, and

at the sole cost of the requesting Party, as promptly as practicable, such information and assistance relating to the Transferred Assets as is reasonably necessary for the filing of Tax Returns, the making of any election related to Taxes, and the preparation for, or the prosecution or defense of, any audit, claim, demand, proposed adjustment or deficiency relating to Taxes, in each case, with respect to the Business or Transferred Assets. Such cooperation shall include the retention and (upon the other Party's request) the provision of records and information which are reasonably relevant to any such Tax Return or audit, litigation or other proceeding and making employees reasonably available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

Section 9.04. Post-Closing Actions. Except with Seller Parent's consent, (such consent not to be unreasonably withheld; conditioned or delayed) or as required by applicable Law, neither Buyer nor any Affiliate of Buyer shall with respect to any taxable year or period (or portion thereof) commencing on or before the Closing Date (or with respect to any Straddle Period) in each case, related to the Transferred Assets or Assumed Liabilities (a) change any election, amend, refile, or otherwise modify any Tax Return, (b) voluntarily approach a Government Authority regarding any Taxes or Tax Returns, enter into any closing agreement, settle any Tax claim or assessment, or surrender any right to claim a refund of Taxes or (c) extend or waive any statute of limitations or other period for the assessment or collection of Taxes.

Section 9.05. Survival. The obligations set forth in (i) Sections 9.01, 9.02, and 9.04, with respect to Taxes shall survive until the Wind-Up Date and (ii) Section 9.03 and Section 9.06 shall survive until the date that is sixty (60) days following the expiration of the applicable statute of limitations.

Section 9.06. Adjustment to Aggregate Purchase Price. The Parties agree to treat any payment made pursuant to this Agreement as an adjustment to the Aggregate Purchase Price for all income Tax purposes, unless otherwise required by applicable Law.

ARTICLE X

CONDITIONS TO CLOSING

Section 10.01. Conditions to Obligations of Seller Parent. The obligation of Seller Parent or any other Seller Party to consummate the Transactions shall be subject to the satisfaction or written waiver by Seller Parent in its sole discretion, at or before the Closing, of each of the following conditions:

(a) Representations and Warranties; Covenants.

(i) all representations and warranties of Buyer contained in Article V shall be true and correct in all respects as of the Closing as if made on the Closing Date (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct in all respects as of such date), except for breaches or inaccuracies that, individually or in the aggregate, would not reasonably be expected to have a material adverse effect on Buyer's ability to consummate the Transactions or otherwise timely

perform its obligations under the Transaction Agreements; *provided, however*, that for purposes of determining the satisfaction of the condition in this clause (i), no effect shall be given to any qualifier of “material” in such representations and warranties;

(ii) the covenants contained in this Agreement required to be performed or complied with by Buyer at or before the Closing shall have been performed or complied with in all material respects; and

(iii) Seller Parent shall have received a certificate signed by an authorized officer of Buyer, dated as of the Closing Date, certifying as to the satisfaction of the matters set forth in the foregoing clauses (i) and (ii).

(b) Governmental Approvals. All applicable waiting periods under the HSR Act shall have expired or been terminated and all Government Approvals set forth on Schedule 6.04(a) shall have been made or obtained, or if applicable, shall have expired, have been waived by the applicable Government Authority (or other applicable Person), or have been terminated.

(c) No Law. There shall be no Law or Order enacted or in effect that prohibits or makes illegal the sale of the Transferred Assets or the other Transactions.

(d) Buyer Closing Deliverables. Buyer shall have executed and delivered to Seller Parent all of the items set forth in Section 3.03(b).

(e) Bankruptcy Court. The Bankruptcy Court shall have entered the Sale Order and no Order staying, amending, modifying, or reversing the Sale Order shall be in effect.

Section 10.02. Conditions to Obligations of Buyer. The obligations of Buyer to consummate the Transactions shall be subject to the satisfaction or written waiver by Buyer in its sole discretion, at or before the Closing, of each of the following conditions:

(a) Representations and Warranties; Covenants.

(i) (A) all representations and warranties of Seller Parent contained in Article IV (other than the Seller Parent Fundamental Representations) shall be true and correct as of the Closing as if made on the Closing Date (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct as of such date), except for breaches or inaccuracies, as the case may be, as to matters that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect; *provided, however*, that for purposes of determining the satisfaction of the condition in this clause (A), no effect shall be given to any qualifier of “material” or “Material Adverse Effect” in such representations and warranties (other than the word “Material” when used in the instances of the defined term “Material Contract”) and (B) the Seller Parent Fundamental Representations shall be true and correct in all respects, other than for *de minimis* inaccuracies, in each case, as of the Closing as if made on the Closing Date (other than representations and warranties that are made as of a specific date, which representations and warranties shall have been true and correct as of such date);

(ii) the covenants contained in this Agreement required to be performed or complied with by Seller Parent at or before the Closing shall have been performed or complied with in all material respects; and

(iii) Buyer shall have received a certificate signed by an authorized officer of Seller Parent, dated as of the Closing Date, certifying as to the satisfaction of matters set forth in the foregoing clauses (i) and (ii).

(b) Governmental Approvals. All applicable waiting periods under the HSR Act shall have expired or been terminated and all Government Approvals set forth on Schedule 6.04(a) shall have been made or obtained, or if applicable, shall have expired, have been waived by the applicable Government Authority (or other applicable Person), or have been terminated.

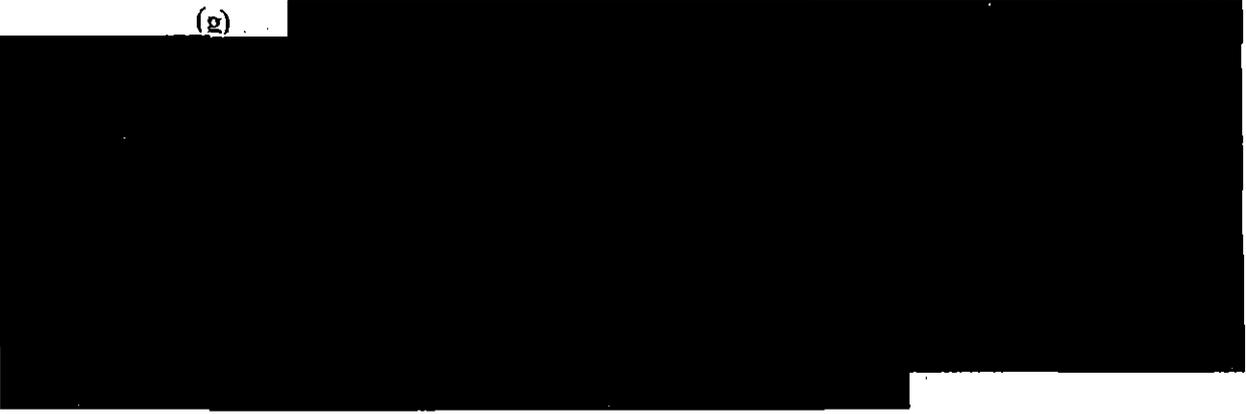
(c) No Law. There shall be no Law or Order enacted or in effect that prohibits or makes illegal the sale of the Transferred Assets or the other Transactions.

(d) Seller Closing Deliverables. The Seller Parties shall have executed and delivered, or caused to be executed and delivered, to Buyer all of the items set forth in Section 3.03(a).

(e) Bankruptcy Court. The Bankruptcy Court shall have entered the Sale Order and no Order staying, amending, modifying, or reversing the Sale Order shall be in effect.

(f) Material Adverse Effect. No Material Adverse Effect shall have occurred since the Original Agreement Date and then be continuing.

(g)



Section 10.03. Frustration of Closing Conditions. Neither Seller Parent nor Buyer may rely on the failure of any Closing Condition set forth in this Article X to be satisfied if such failure was caused by such Party's failure to act in good faith or to use reasonable best efforts to cause such Closing Condition to be satisfied.

Section 10.04. Waiver of Closing Conditions. Upon the occurrence of the Closing, any condition set forth in this Article X that was not satisfied as of the Closing shall be deemed to have been waived as of and from the Closing.

ARTICLE XI

TERMINATION

Section 11.01. Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement may be terminated before the Closing:

(a) by the mutual written consent of Seller Parent and Buyer;

(b) by Seller Parent, if Buyer shall have breached any representation or warranty or failed to comply with any covenant or agreement applicable to Buyer that would cause any Closing Condition set forth in Section 10.01(a) not to be satisfied, and (i) such breach is not waived by Seller Parent or (ii) if such breach has not been waived by Seller Parent but is curable and is not cured by Buyer prior to the earlier to occur of (A) ten (10) Business Days after receipt by Buyer of Seller Parent's notice of its intent to terminate this Agreement and (B) the Outside Date; *provided, however*, that Seller Parent is not then in material breach of this Agreement such that the Buyer Closing Conditions would not be satisfied;

(c) by Buyer, if Seller Parent or any other Seller Party shall have breached any representation or warranty or failed to comply with any covenant applicable to Seller Parent or such Seller Party that would cause any Closing Condition set forth in Section 10.02(a) not to be satisfied, and (i) such breach is not waived by Buyer or (ii) if such breach has not been waived by Buyer but is curable and is not cured by Seller Parent or such Seller Party prior to the earlier to occur of (A) ten (10) Business Days after receipt by Seller Parent of Buyer's notice of its intent to terminate this Agreement and (B) the Outside Date; *provided, however*, that Buyer is not then in material breach of this Agreement;

(d) by either Seller Parent or Buyer, if the Closing shall not have occurred on or before November 22, 2025 (the "Initial Outside Date"); *provided, however*, that if (i) the Closing shall not have occurred on or before the Initial Outside Date due to the failure of the Bankruptcy Court to enter the Sale Order, or (ii) the Closing Conditions set forth in Section 10.01(b) and Section 10.02(b) remain unsatisfied or not waived in writing and if all other Closing Conditions (other than those that, by their nature, can only be fulfilled on the Closing Date) are fulfilled or have been waived in writing as of such Initial Outside Date, then, in the case of clause (i) or (ii), the Initial Outside Date shall be automatically extended by three (3) months (as extended, the "First Extension Outside Date"); *provided, however*, that if the Closing Conditions set forth in Section 10.01(b) and Section 10.02(b) remain unsatisfied or not waived in writing and if all other Closing Conditions (other than those that, by their nature, can only be fulfilled on the Closing Date) are fulfilled or have been waived in writing by such First Extension Outside Date, then, such First Extension Outside Date shall be extended by three (3) months (as further extended, the "Second Extension Outside Date" and collectively with the Initial Outside Date and First Extension Outside Date, as applicable, the "Outside Date"); *provided, further*, that, in each case, (A) Seller Parent may not terminate this Agreement pursuant to this Section 11.01(d) at any time during which Seller Parent is in material breach of this Agreement; and (B) Buyer may not terminate this Agreement pursuant to this Section 11.01(d) at any time during which Buyer is in material breach of this Agreement and, in the case

of each of clause (A) and clause (B), such breach is the cause of the Closing occurring after the applicable Outside Date;

(e) by either Seller Parent or Buyer, in the event that any Government Authority of competent jurisdiction shall have issued an Order or enacted a Law that permanently enjoins, restricts or makes illegal the consummation of the purchase of the Transferred Assets and the assumption of Assumed Liabilities contemplated by this Agreement and such Order (as applicable) shall have become final and non-appealable; *provided, however*, that the right to terminate this Agreement under this Section 11.01(e) shall not be available to any Party whose action or failure to fulfill any obligation under this Agreement has been the cause of, or has resulted in, the issuance of such Order or enactment of such Law;

(f) by Seller Parent, or if Buyer is not named the "Back-Up Bidder" at the Auction, Buyer, if (i) Seller Parent or any other Seller Party enters into a definitive agreement with respect, or consummates, to an Alternative Transaction or (ii) the Bankruptcy Court enters an Order approving an Alternative Transaction;

(g) by written notice from Buyer to the Seller Parent, if the Bankruptcy Court enters an Order dismissing or converting the Bankruptcy Cases to cases under chapter 7 of the Bankruptcy Code or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Seller Parties is appointed in the Bankruptcy Case and, in any case, such Order or appointment is not reversed or vacated by the Bankruptcy Court within fourteen (14) days after entry thereof;

(h) by written notice from either Buyer or the Seller Parent to the other Party, if an Order of the Bankruptcy Court is entered denying approval of the Sale Order and such Order becomes final and non-appealable;

(i) by written notice from Buyer to the Seller Parent upon the occurrence of an "Event of Default" under the DIP Credit Agreement and the acceleration of all amounts due thereunder, in each case, that has not been cured (if susceptible to cure) or waived by the applicable percentage of DIP Lenders in accordance with the terms of the DIP Credit Agreement;

(j) by Seller Parent, if (x)(i) all conditions in Section 10.02 (other than those conditions that by their terms are to be satisfied at the Closing) have been and continue to be satisfied or waived, (ii) Seller Parent has irrevocably notified Buyer in writing that (A) all of the conditions set forth in Section 10.01 (other than those conditions that by their terms are to be satisfied at the Closing) have been and continue to be satisfied or waived by Seller Parent and (B) Seller Parent is ready, willing and able to consummate the Closing and (iii) Buyer fails to complete the Closing within two (2) Business Days after the date on which the Closing is required to have occurred pursuant to Section 2.03 (which failure shall be deemed to be a Funding Willful Breach); provided, that, notwithstanding anything in this Section 11.01 to the contrary, no Party shall be permitted to terminate this Agreement during such two (2) Business Day period, or (y) a Funding Willful Breach (as defined in clause (a) of that definition) occurs and is not cured within (A) one (1) Business Day if the CFIUS Escrow Amount is required to be delivered pursuant to the first sentence of Section 6.04(h) and (B) three (3) Business Days if the

CFIUS Escrow Amount is required to be delivered pursuant to the proviso in the second sentence of Section 6.04(h), in each case, of Seller Parent's written notice of such breach; or

(k) solely after December 31, 2025, by Seller Parent if the board of directors or managers (or other equivalent governing body or committee thereof with similar authority) of Seller Parent determines in good faith, upon advice of outside counsel, that its continued performance under this Agreement would be inconsistent with its fiduciary duties under applicable Law, and only after Seller Parent provides Buyer with reasonably prior written notice describing the applicable fiduciary duty and nature of such inconsistency; ~~or~~

~~(l) by Buyer, if the Petition Date shall not have occurred on or prior to May 28, 2025.~~

For the avoidance of doubt, each condition permitting valid termination of this Agreement set forth in this Section 11.01 shall be considered separate and distinct from each other such condition and, if more than one termination condition set forth in this Section 11.01 is applicable, the Party exercising any such termination right shall have the right to choose the termination condition pursuant to which this Agreement is to be validly terminated.

Section 11.02. Notice of Termination. Other than with respect to termination under Section 11.01(a), if either Buyer or Seller Parent desires to terminate this Agreement pursuant to Section 11.01, such Party shall give written notice of such termination to the other Party.

Section 11.03. Effect of Termination; Exclusive Remedy.

(a) If this Agreement is validly terminated pursuant to Section 11.01, this Agreement shall thereupon become null and void and of no further force and effect, except for the provisions of (i) Section 6.03, (ii) Section 6.04(h), (iii) the reimbursement and indemnification obligations (if any) of Buyer pursuant to Section 6.12, ~~(iv)~~ Section 8.01, ~~(v)~~ this Section 11.03, ~~(vi)~~ Section 3.02, ~~(vii)~~ Article XII, ~~(viii)~~ the rights and obligations of the parties to the Confidentiality Agreement and the Limited Guarantee, subject to the terms and conditions thereof, and ~~(ix)~~ the rights and obligations of the Parties pursuant to the Letters of Credit, subject to the terms and conditions hereof and thereof; ~~(clauses (i)-(ix))~~ collectively, the "Surviving Provisions") each of which shall survive such termination; *provided, however* that nothing in this Section 11.03(a) shall be deemed to (A) release any Party from any Liability for any (x) Willful Breach or Funding Willful Breach prior to the valid termination of this Agreement or (y) Fraud, as determined by the Bankruptcy Court, or (B) impair the right of any Party to compel specific performance in accordance with Section 12.17 by any other Party of its obligations under this Agreement (including pursuant to any Surviving Provision).

(b) Notwithstanding Section 11.03(a), in the event of a valid termination of this Agreement (i) by Seller Parent pursuant to Section 11.01(b), (ii) by Buyer pursuant Section 11.01(d) at a time when Seller Parent is permitted to deliver notice of its intent to validly terminate this Agreement pursuant to Section 11.01(b) or Section 11.01(j) or (iii) by Seller Parent pursuant to Section 11.01(i), in each case of clause (i) through clause (iii) (each, a "Specified Termination") then (A) Seller Parent and Buyer shall, within two (2) Business Days after the date such termination, deliver Joint Written Instructions to the Escrow Agent directing

the Escrow Agent to pay an amount equal to the Deposit Escrowed Funds to Seller Parent and (B) Buyer shall either (x) pay to Seller Parent or its designee, in cash, by wire transfer of immediately available funds, no later than two (2) Business Days after the date of such termination, an amount equal to the Letter of Credit Amount or (y) inform Seller Parent in writing of its intent not to make the payment contemplated by clause (x). If after three (3) Business Days of such Specified Termination, Buyer has not paid (or caused to be paid) the Letter of Credit Amount, then, Seller Parent or its designee shall be entitled to (and may thereafter) draw upon the Letters of Credit in an aggregate amount up to the Letter of Credit Amount in accordance with Section 3.02 and the terms and conditions of the applicable Letters of Credit minus any amounts paid by Buyer pursuant to clause (x) of the immediately preceding sentence (if any) (the "Letter of Credit Funding"). Buyer acknowledges that the agreements contained in this Section 11.03(b) are an integral part of the Transactions, and that without these agreements, Seller Parent would not have entered into this Agreement; accordingly, if (x) Buyer fails to timely deliver such Joint Written Instructions when obligated hereunder or (y) takes or fails to take any action that prevents the Escrow Agent from releasing the Deposit Escrowed Funds to Seller Parent or the Letters of Credit issuer from making the payments due to Seller Parent, in each case, pursuant to this Section 11.03(b) and, in order to obtain such payment, Seller Parent commences an Action which results in a final and non-appealable judgment from a court of competent jurisdiction against Buyer for any such payment set forth in this Section 11.03(b) or a breach of this Section 11.03(b), then Buyer shall pay Seller Parent its reasonable, documented and out-of-pocket costs and expenses (including reasonable and documented attorney's fees and disbursements) in connection with such Action, together with interest on such payment (which shall accrue at the "prime rate" as published in the Wall Street Journal, Eastern Edition on the date such payment was first required to be paid, and which shall accrue and compound daily from the date on which such payment was first required to be paid through the date of full payment thereof), (such costs, expenses, and interest, the "Enforcement Expenses").

(c) Notwithstanding Section 11.03(a), in the event of (i) a valid termination of this Agreement pursuant to Section 11.01 (other than a valid Specified Termination), or (ii) Buyer paying (or causing the payment of) the full amount of the Specified Reverse Termination Amount within two (2) Business Days of any Specified Termination, then in each case, Buyer and Seller Parent shall, within five (5) Business Days following the date of such termination or payment (as applicable), (A) deliver Joint Written Instructions to the Escrow Agent directing the Escrow Agent to release all of the Deposit Escrowed Funds to Buyer and (B) provide notice to the LC Issuers that the Letters of Credit isare terminated and of no further force and effect.

(d) Notwithstanding anything to the contrary herein (but subject to Section 12.05, the other applicable provisions of this Section 11.03, and to the extent set forth in this Section 11.03(d), Section 12.17), except with respect to claims for Fraud:

(i) in each case, prior to the consummation of the Closing or after the termination of this Agreement (i.e., whether in the event of (x) Buyer's Funding Willful Breach, (y) Buyer's Willful Breach prior to the consummation of the Closing or after the termination of this Agreement, or (z) any other breach of or failure to perform under this Agreement by Buyer (or otherwise) prior to the consummation of the Closing or after the termination of this Agreement), the Seller Parties' and their Non-Party Affiliate's sole and exclusive remedy (whether in contract or in tort, in Law or in equity or otherwise, or granted by statute or

otherwise, whether by or through attempted piercing of the corporate, limited partnership, or limited liability company veil, or any other theory or doctrine, including alter ego or otherwise) against Buyer, Buyer Parent, and its and their respective Non-Party Affiliates for any breach, loss, Liability, or damage or failure to perform under the Transaction Agreements, the Transactions, or in respect of representations made or alleged to be made in connection herewith or in any other Transaction Agreement shall be (subject to the other terms of this agreement, including Section 12.05 as applicable):

(A) specific performance pursuant to, and on the terms and conditions set forth in, Section 12.17, (I) prior to the termination of this Agreement or the Closing or (II) with respect to the Surviving Provisions following the termination of this Agreement;

(B) the valid termination of this Agreement pursuant to and in accordance with Section 11.01;

(C) following a valid Specified Termination pursuant to Section 11.01(j), (I) to receive (aa) the Specified Reverse Termination Amount (whether by way of payment by (or on behalf of) Buyer, Letter of Credit Funding, disbursement of the Deposit Escrowed Amount from the Deposit Escrow Account, or a combination thereof) in accordance with Section 11.03(b), (bb) Enforcement Expenses, and (cc) amounts payable or reimbursable under Section 6.12(a) and (dd) to the extent applicable, amounts payable or reimbursable under Section 6.04(h) and the Limited Guarantee and (II) a claim for (and the right to pursue an Action for) (aa) the amounts contemplated by the foregoing clause (I) to the extent payable and not timely paid hereunder and (bb) monetary damages, not to exceed the Funding Willful Breach Cap in the aggregate (but for the avoidance receipt of the payments and amounts set forth in the foregoing clause (I) (other than subclause (dd), to the extent applicable) shall not count towards the amount of the Funding Willful Breach Cap);

(D) following any other valid Specified Termination (other than pursuant to Section 11.01(j)), (I) to receive (aa) the Specified Reverse Termination Amount (whether by way of payment by (or on behalf of) Buyer, Letter of Credit Funding, disbursement of the Deposit Escrowed Amount from the Deposit Escrow Account, or a combination thereof) in accordance with Section 11.03(b), (bb) Enforcement Expenses, and (cc) amounts payable or reimbursable under Section 6.12(a) and (II) a claim for (and the right to pursue an Action for) the amounts contemplated by the foregoing clause (I) to the extent payable and not timely paid hereunder; or

(E) following any termination of this Agreement that is not a Specified Termination, to the extent of a Willful Breach or other breach of Surviving Provisions, a claim for (and the right to pursue an Action for) monetary damages, not to exceed the Specified Reverse Termination Amount in the aggregate, and Enforcement Expenses.

(ii) In each case, prior to the consummation of the Closing or after the termination of this Agreement (i.e., whether in the event of (x) Buyer's Funding Willful Breach,

(y) Buyer's Willful Breach prior to the consummation of the Closing or after the termination of this Agreement, or (z) any other breach of or failure to perform under this Agreement by Buyer (or otherwise) prior to the consummation of the Closing or after the termination of this Agreement), no Seller Party nor any of their respective Affiliates or Non-Party Affiliates shall be entitled to bring, and shall in no event support, facilitate, encourage or take any action other than opposing the bringing of any action or other Action against Buyer, Buyer Parent or any of their respective Affiliates or Non-Party Affiliates (and neither Buyer, Buyer Parent nor any of their respective Affiliates or Non-Party Affiliates shall have any Liability) with respect to, arising out of, relating to or in connection with this Agreement or the other Transaction Agreements and the Transactions and Buyer Transactions, in each case, other than pursuant to the remedies set forth in Section 11.03(d)(i) subject to the terms and limitations herein.

(e) In no event shall: (A) the Seller Parties be permitted or entitled to receive both (x) a grant of specific performance of this Agreement resulting in the consummation of the Closing and (y) receipt of the aggregate amount of the Specified Reverse Termination Amount (whether by way of payment by (or on behalf of) Buyer, Letter of Credit Funding, disbursement of the Deposit Escrowed Amount from the Deposit Escrow Account, or a combination thereof) or any other monetary damages hereunder; (B) the payment of the aggregate amount of the Specified Reverse Termination Amount (whether by way of payment by (or on behalf of) Buyer, Letter of Credit Funding, disbursement of the Deposit Escrowed Amount from the Deposit Escrow Account, or a combination thereof) occur more than once; (C) the Letter of Credit Funding (including if Buyer pays (or causes to be paid) such Letter of Credit Amount) or the payment of the Deposit Escrowed Amounts (if applicable), in either case, occur on more than one occasion; or (D) the Seller Parties be permitted or entitled to receive both (x) monetary damages, on the one hand, and (y) the Letter of Credit Funding or other payment of the Letter of Credit Amount and/or payment of the Deposit Escrowed Amounts (if applicable) following the termination of this Agreement, on the other hand, other than to the extent of Fraud or Funding Willful Breach.

(f) Nothing in this Section 11.03 shall prohibit any Seller Party from pursuing its right to obtain specific performance pursuant to Section 12.17 prior to the termination of this Agreement or Closing, or with respect to Surviving Provisions following the termination of this Agreement or Surviving Covenants following the Closing. The Parties further acknowledge that Seller Parties may pursue both (i) a grant of specific performance in accordance with Section 12.17, on the one hand, and (ii) (x) the payment of the Specified Reverse Termination Amount (whether by way of payment by (or on behalf of) Buyer, Letter of Credit Funding, disbursement of the Deposit Escrowed Amount from the Deposit Escrow Account, or a combination thereof), or (y) solely in the event of a Funding Willful Breach, a claim for monetary damages not to exceed the Funding Willful Breach Cap, on the other hand, subject to the terms of this Section 11.03. For the avoidance of doubt, the availability of Seller Parent's right to terminate this Agreement pursuant to a Specified Termination shall in no way obligate any Seller Party to pursue the remedy provided in Section 11.03(a), and unless and until this Agreement is terminated, the Seller Parties shall retain and reserve all rights to enforce specific performance of this Agreement pursuant to Section 12.17, resulting in the consummation of the Closing, subject to the terms hereof.

(g) Seller Parent (on behalf of itself and the Seller Parties) acknowledges that the agreements contained in this Section 11.03 are an integral part of the Transactions and that, without these agreements, the Parties would not enter into this Agreement. The Parties acknowledge and hereby agree that, except in the case of Fraud, in the event of a Specified Termination, the payment of the aggregate amount of the Specified Reverse Termination Amount to Seller Parent (whether by way of payment by Buyer, Buyer Parent or their respective Non-Party Affiliates, Letter of Credit Funding, disbursement of the Deposit Escrowed Amount from the Deposit Escrow Account, or a combination thereof), if, as and when required pursuant to this Section 11.03, shall not constitute a penalty but will be liquidated damages, in a reasonable amount that will compensate the party receiving such amount in the circumstances in which it is payable for the efforts and resources expended and opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the Transactions, which amount would otherwise be impossible to calculate with precision.

(h) Notwithstanding the foregoing or anything to the contrary herein, nothing in this Agreement shall restrict, limit, impair, modify or otherwise adversely affect (i) the ability of any party to bring any claim or other Action following the Closing under or arising from the R&W Insurance Policy, (ii) the ability of either Party to seek transfer or other rights and remedies pursuant to Section 7.03, (iii) the ability of any party to bring any claim or any Action with respect to Fraud, (iv) subject in each case (and collectively in all such cases) to Section 12.05, following the Closing, the Seller Parties right to pursue remedies that are available to them with respect to any breach of or failure to perform under the Surviving Covenants; *provided, however*, that Seller Parent hereby agrees that its remedies with respect to breaches of or failure to perform under Sections 6.08(c), 6.08(e), 6.08(h), 6.08(j), 7.02(a), 7.02(b), shall be limited to equitable remedies, or (v) the rights and remedies of the Parties pursuant to or under the other Transaction Agreements, which shall be subject to the terms and conditions thereof.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Rules of Construction. Unless a clear contrary intention appears, the following rules of construction shall govern the interpretation of this Agreement:

(a) references to “applicable” Law or Laws with respect to a particular Person, thing or matter means only such Law or Laws as to which the Government Authority that enacted or promulgated such Law or Laws has jurisdiction over such Person, thing or matter as determined under the Laws of the State of Delaware, as required to be applied thereunder by the Bankruptcy Court;

(b) references to any statute, rule, regulation or form (including in the definition thereof) shall be deemed to include references to such statute, rule, regulation or form as amended, modified, supplemented, or replaced from time to time (and, in the case of any statute, include any rules and regulations promulgated under such statute), and all references to any section of any statute, rule, regulation or form include any successor to such section;

(c) when calculating the period of time before which, within which or following which any act is to be done, notice to be given, or step to be taken pursuant to this Agreement, the date that is referenced in beginning the calculation of such period will be excluded and the Parties shall have until 11:59 pm ET on such the reference date (for example, if an action is to be taken within two (2) days after a triggering event and such event occurs on a Tuesday, then the action must be taken on or before Thursday at 11:59 pm ET); if the applicable provision calculates the period of time using Business Days and the last day of such period is a non-Business Day, the period in question will end on the next succeeding Business Day;

(d) whenever the context requires, words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender;

(e) (i) the provision of a table of contents, the division into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement and (ii) references to the terms "Article," "Section," "subsection," "subclause," "clause," "Schedule" and "Exhibit" are references to the Articles, Sections, subsections, subclauses, clauses, Schedules and Exhibits to this Agreement unless otherwise specified;

(f) (i) the terms "hereof," "herein," "hereby," "hereto", and derivative or similar words refer to this entire Agreement, including the Disclosure Schedules, Schedules, and Exhibits hereto, (ii) the terms "thereof," "therein," "thereby," "thereto", and derivative or similar words refer to this Agreement to which the context refers, including the Disclosure Schedules, Schedules, and Exhibits hereto, (iii) the terms "include," "includes," "including", and words of similar import when used in this Agreement mean "including, without limitation" unless otherwise specified, (iv) the term "any" means "any and all", (v) the term "or" shall not be exclusive and shall mean "and/or" unless the context requires otherwise, and (vi) the term "manager" shall refer to the manager of a limited liability company and not to an employee title of "manager";

(g) (i) references to "days" means calendar days unless Business Days are expressly specified, (ii) references to "written" or "in writing" include in electronic form (including by e-mail transmission or electronic communication by portable document format (.pdf)), and (iii) references to "\$" mean U.S. dollars;

(h) references to any Person includes such Person's successors and permitted assigns only if such successors or assigns are permitted by this Agreement and references to a Person in a particular capacity excludes such Person in any other capacity;

(i) whenever this Agreement requires any Seller Party to take any action, (i) such requirement shall be deemed to involve an undertaking on the part of Seller Parent to take such action or to cause such Seller Party, to take such action, (ii) Seller Parent shall be responsible for causing each Seller Party to perform such Seller Party's obligations under and in compliance with this Agreement and (iii) Seller Parent shall be responsible for any breach of any Seller Party, as if Seller Parent directly caused such breach;

(j) unless the context otherwise requires, the word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and such phrase does not mean simply “if”;

(k) the words “will” and “will not” are expressions of command and not merely expressions of future intent or expectation, in each case, unless the context otherwise requires;

(l) references in any Section or definition to any clause means any clause in such Section or definition unless expressly provided otherwise;

(m) whenever this Agreement states that documents or other information have been “made available” or “provided to” Buyer (including words of similar import), such words shall mean that such documents or information referenced shall have been posted in and made accessible to Buyer the Dataroom, at least two (2) Business Days prior to and through the Agreement Date;

(n) each representation and warranty herein shall be deemed to be given independent effect; and

(o) each Party has participated in the negotiation and drafting of this Agreement, and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any provision in this Agreement; the language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Party. Further, prior drafts of this Agreement or any ancillary agreements, schedules or exhibits thereto or the fact that any clauses have been added, deleted, or otherwise modified from any prior drafts of this Agreement or any ancillary agreements, schedules or exhibits hereto shall not be used as an aide of construction or otherwise constitute evidence of the intent of the Parties; and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of such prior drafts.

Section 12.02. Expenses. Except as otherwise specified in the Transaction Agreements, each Party will pay its own costs and expenses, including legal, consulting, financial advisor and accounting fees and expenses, incurred in connection with the Transaction Agreements and the Transactions, irrespective of when incurred or whether or not the Closing occurs; *provided, however*, that Buyer shall be responsible for the fees and expenses of the Escrow Agent. Upon the execution and delivery of this Agreement, the Expense Reimbursement Agreement shall terminate in full and be of no further force and effect, except for those terms which survive termination of the Expense Reimbursement Agreement thereunder.

Section 12.03. Notices. All notices and other communications under or by reason of this Agreement shall be in writing and shall be deemed to have been duly given or made (a) when personally delivered, (b) when delivered by e-mail transmission (absent notice of delivery failure), or (c) upon delivery by overnight courier service, in each case, to the addresses and attention parties indicated below (or such other address, e-mail address, or attention party as the

recipient party has specified by prior notice given to the sending party in accordance with this Section 12.03):

If to Seller Parent, to:

Midwest Fiber Holdings LP
c/o Everstream Solutions LLC
1228 Euclid Ave. Suite 250
Cleveland, Ohio 44115
Attention: Bill Hunt, General Counsel
E-mail: bhunt@everstream.net;
legalnotices@everstream.net

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

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attention: Matt Barr; Andriana Georgallas;
Mariel E. Cruz
E-mail: matt.barr@weil.com;
andriana.georgallas@weil.com;
mariel.cruz@weil.com

If to Buyer, to:

c/o MIP IV Midwest Fiber Parent LLC
9201 Ward Pkwy, Suite 300
Kansas City, MO 64114
Attention: Jason Adkins and Sam Storrs
E-mail: Jason.adkins@bluebirdfiber.com;
sam.storrs@bluebirdfiber.com

with a copy (which will not constitute notice) to each of:

Macquarie Asset Management
660 5th Avenue
New York, NY 10103
Attention: Lincoln Heilner; ~~Emily Totò~~ Dan Siegman;
MAM Legal
E-mail: Lincoln.heilner@macquarie.com;
~~Emily.toto~~ dan.siegman@macquarie.com
mamrlegalnotices@macquarie.com

Kirkland & Ellis LLP
609 Main Street
Houston, TX
Attention: John Pitts, P.C.; Ben Hardison
E-mail: john.pitts@kirkland.com;
ben.hardison@kirkland.com

Section 12.04. Survival. Except (a) as set forth in Section 3.01, Section 3.04, Section 6.03, Section 6.09 and Section 9.05 and (b) for any covenant that by its express terms is to be performed (in whole or in part) by any Party following the Closing (which covenants shall survive the Effective Time in accordance with their express terms) (“Surviving Covenants”), none of the representations, warranties, or covenants of any Party set forth in this Agreement

shall survive, and each of the same shall terminate and be of no further force or effect as of, the Effective Time.

Section 12.05. Limitation on Liability. Notwithstanding anything in this Agreement or in any other Transaction Agreement to the contrary, and except in the event of Fraud: (a) subject to Section 12.17, the maximum aggregate Liability of the Seller Parties under this Agreement, whether in contract or in tort, in Law or in equity or otherwise, or granted by statute or otherwise, whether by or through attempted piercing of the corporate, limited partnership, or limited liability company veil, or any other theory or doctrine, including alter ego or otherwise, shall not exceed the amount of the Termination Payment; (b) in no event shall any Party have any Liability under this Agreement (including under this Article XII) for any punitive damages; and (c) the maximum aggregate Liability of Buyer, Buyer Parent and their respective Non-Party Affiliates under this Agreement, collectively, whether in contract or in tort, in Law or in equity or otherwise, or granted by statute or otherwise, whether by or through attempted piercing of the corporate, limited partnership, or limited liability company veil, or any other theory or doctrine, including alter ego or otherwise: (taking into account all claims hereunder, all amounts funded under Letters of Credit and from the Deposit Escrow Account, which shall be deemed to have been paid and borne by Buyer hereunder), including in the case of Willful Breach, shall not exceed: (i) except in the case of Fraud or Funding Willful Breach, (A) the Specified Reverse Termination Amount, plus (B) Enforcement Expenses, plus (C) all amounts payable or reimbursable under Section 6.12(a); and (ii) in the case of Funding Willful Breach only, an amount equal to (A) the Specified Reverse Termination Amount then unpaid, and after accounting for amounts recovered by Seller Parent or any Seller Party in accordance with this Agreement (including by way of payment by (or on behalf of) Buyer or Buyer Parent, Letter of Credit Funding, disbursement of the Deposit Escrowed Amount from the Deposit Escrow Account, or a combination thereof) plus (B) monetary damages determined by a court of competent jurisdiction, which shall not exceed the Funding Willful Breach Cap in the aggregate, plus (C) on or after the Escrow Funding Date, the CFIUS Escrowed Amount; for the avoidance of doubt, in no event shall such aggregate Liability (collectively considering all sources and/or means of recovery) in the event of Funding Willful Breach exceed \$71,296,150,000 in the aggregate plus, to the extent applicable, on or after the Escrow Funding Date, an amount equal to the amount of the CFIUS Escrowed Amount.

Section 12.06. Public Announcements. The initial press release with respect to the execution of this Agreement shall be a joint press release to be reasonably agreed upon by the Parties. Seller Parent, its Affiliates, or its Representative shall be responsible for issuing such press release on a relevant newswire once Seller Parent's Bankruptcy Cases have commenced, with notification to Buyer upon issuance. Following issuance, both Parties shall be able to post such release on their respective websites. No Party nor any Affiliate or Representative of such Party shall communicate with any news media in respect of the Transaction Agreements or the Transactions prior to the commencement of the Bankruptcy Cases without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed), except as a Party believes in good faith and based on reasonable advice of counsel is required by applicable Law or by Order of the Bankruptcy Court (in which case the disclosing Party, to the extent practicable, shall (a) advise the other Party before making such disclosure and (b) provide such other Party a reasonable opportunity to review and comment on such release or announcement and consider in good faith any comments with respect thereto).

Notwithstanding the foregoing, Buyer and its Affiliates shall be entitled to disclose the existence of this Agreement, the Transaction Agreements, and the contents thereof and thereof, and the completed Transactions and the Buyer Transactions, including the return thereof, to investors and limited partners, and to prospective investors or other Persons as part of fundraising or marketing activities undertaken by Buyer or any of its Affiliates provided such disclosures are made to Persons subject to an obligation of confidentiality with respect to such information and *provided* that financial information are not disclosed publicly.

Section 12.07. Severability. If any term or provision of this Agreement is held invalid, illegal or unenforceable in any respect under any applicable Law, as a matter of public policy or on any other grounds, the validity, legality, and enforceability of all other terms and provisions of this Agreement will not in any way be affected or impaired. If the final judgment of a court of competent jurisdiction or other Government Authority declares that any term or provision hereof is invalid, illegal or unenforceable, the Parties agree that such invalidity, illegality or unenforceability will not affect any other provision or portion of any provision in such jurisdiction, and this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 12.08. Assignment. This Agreement will be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Parties, including any trustee or estate representative appointed in the Bankruptcy Cases or any successor Chapter 7 cases. No Party may assign (whether by operation of Law or otherwise) this Agreement or any rights, interests, or obligations provided by this Agreement without the prior written consent of the other Parties; *provided, however*, that (a) Buyer may assign this Agreement and any or all rights, interests, or obligations under this Agreement to any of its Affiliates (but only for so long as such Affiliate remains an Affiliate) and Buyer may assign pursuant to a collateral assignment any of its rights hereunder to any of its Debt Financing Sources as collateral security for the Debt Financing and (b) Seller Parent may assign any of its rights, interests, or obligations under this Agreement to any of its Affiliates or to any plan administrator, liquidator, examiner, receiver, trustee, or similar party appointed on its behalf following that Closing; *provided, further*, that no such assignment pursuant to the foregoing shall release any assignor (or assignee) from any Liability under this Agreement; *provided further*, that if Buyer or Seller Parent assigns this Agreement or any or all rights, interests, or obligations under this Agreement to any of their respective Affiliates and such Affiliate thereafter ceases to be an Affiliate of Buyer or Seller Parent (as applicable), then such Person shall immediately reassign this Agreement, and any such rights, interests, or obligations back to Buyer or Seller Parent (as applicable) or another Affiliate of Buyer or Seller Parent (as applicable). Any attempted assignment in violation of this Section 12.08 shall be void *ab initio*.

Section 12.09. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and, except with respect to the Non-party Affiliates pursuant to Section 12.18, or as otherwise expressly set forth in this Agreement (including pursuant to Section 7.07 and Section 12.21), nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any Person not a party hereto, including any Affiliates of any Party, except that the Debt Financing Sources shall be express intended third party beneficiaries of each of the Debt Financing Source Provisions to the

extent applicable thereto (in each case, together with any related definitions and other provisions of this Agreement to the extent a modification or termination would serve to modify the substance or provisions of such sections).

Section 12.10. Parent Guarantee. Buyer Parent hereby irrevocably and unconditionally guarantees the due and punctual performance Buyer's obligation hereunder to (i) pay expenses expressly required to be borne by Buyer when due and payable pursuant to and in accordance with this Agreement or make any other payment obligations of Buyer under this Agreement or otherwise arising out of or relating to the Transactions (for which Buyer is responsible hereunder), including Section 2.02, Section 3.01(c)(iii), Section 6.04, Section 6.13(b) and Section 12.02 and (ii) pay monetary damages when due and payable pursuant to Section 11.03, subject to the other terms hereof (including Section 12.05) (clause (i) and clause (ii) collectively, the "Guaranteed Obligations"). The Guaranteed Obligations provided in this Section 12.10 are primary and original obligations of Buyer Parent. Seller Parent may enforce such Guaranteed Obligations directly against Buyer Parent without being required to first seek to enforce such Guaranteed Obligations against Buyer or any other guarantor. Buyer Parent hereby waives promptness, diligence, notice of acceptance of this Section 12.10 and of the guarantee, presentment, demand for payment, notice of nonperformance, default, dishonor and protest, notice of the incurrence of any such Guaranteed Obligation and all other notices of any kind, all defenses which may be available by virtue of any stay or moratorium Law now or hereafter in effect, any right to require the marshaling of assets of Seller Parent or any other Person interested in the Transactions, and all suretyship defenses (in each case, other than payment in full of the such Guaranteed Obligation subject to the terms hereof).

Section 12.11. Entire Agreement. This Agreement (including the Disclosure Schedules) and the other Transaction Agreements (and all Exhibits and Schedules hereto and thereto) and the Confidentiality Agreements collectively constitute and contain the entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersede all prior or contemporaneous negotiations, correspondence, understandings, agreements, and Contracts (including the Original Agreement, which is hereby amended and restated in its entirety), whether written or oral, among the Parties respecting the subject matter hereof and thereof.

Section 12.12. Amendments. This Agreement (including the Disclosure Schedules and all Exhibits and Schedules hereto) may be amended, restated, supplemented, or otherwise modified, only by written agreement duly executed by each Party, *provided* that no amendment or modification of, or supplements to the definition of "Debt Financing Sources" or the Debt Financing Source Provisions (or, in each case, any of the defined terms used therein or any other provision of this Agreement to the extent a modification, waiver or termination of such defined term or provision would modify the substance of any of the Debt Financing Source Provisions), in each case, in a manner adverse to Buyer's Debt Financing Sources shall be effective without the prior written consent of the applicable Debt Financing Sources.

Section 12.13. Waiver. At any time, either Seller Parent or Buyer may, by written instrument duly executed by the waiving Party, (a) extend the time for the performance of any obligation or other acts of the other Party, (b) waive any breaches or inaccuracies in the representations and warranties of the other Party contained in this Agreement or in any document

delivered pursuant to this Agreement, or (c) waive compliance with any covenant, agreement or condition contained in this Agreement, but such waiver of compliance with any such covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure on the part of any Party to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power, or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. For the avoidance of doubt, the execution of this Agreement by each Party shall not constitute a waiver of any remedy or preclude any exercise of a right, power or remedy by such Party under this Agreement resulting from any breach or inaccuracy for the period of time between the Original Agreement Date and the Agreement Date.

Section 12.14. Governing Law. This Agreement, and any Action or claim that may be based upon, arise out of or relate or be incidental to any Transaction, this Agreement, the negotiation, execution, performance, or consummation of the foregoing or the inducement of any Party to enter into the foregoing, whether for breach of Contract, tortious conduct, or otherwise, and whether now existing or hereafter arising (each, a “Transaction Dispute”), will be exclusively governed by and construed and enforced in accordance with the internal Laws of the State of Delaware, without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of Delaware to be applied. Notwithstanding anything in this Agreement to the contrary, all issues and questions concerning the construction, validity, interpretation and enforceability of the Debt Commitment Letter, or any of the transactions contemplated hereby or thereby (except to the extent explicitly provided for in the Debt Commitment Letter), including any claim, controversy or dispute arising out of or relating in any way to the Debt Financing (whether based in contract, tort or otherwise) or the performance thereof, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York. Notwithstanding anything in this Agreement to the contrary, each of the parties hereto agrees that it will not bring, or permit any of its Affiliates to bring, any suit, action or other proceeding of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against any Debt Financing Source arising out of or relating to (i) the Debt Financing or (ii) this Agreement, any other Transaction Agreement or any of the transactions contemplated hereby or thereby, in any forum other than a court of competent jurisdiction located within the Borough of Manhattan in the City of New York, New York, whether a state or federal court.

Section 12.15. Dispute Resolution; Consent to Jurisdiction.

(a) Without limiting any Party’s right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any Transaction Dispute which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the Transactions, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 12.03 (as may be updated from time to time in accordance with Section 12.03); *provided, however*, upon

the closing of the Bankruptcy Cases, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware and any appellate court from any thereof, for the resolution of any such Transaction Dispute. In that context, and without limiting the generality of the foregoing, each Party irrevocably and unconditionally:

(i) submits for itself and its property to the exclusive jurisdiction of such courts with respect to any Transaction Dispute and for recognition and enforcement of any judgment in respect thereof, and agrees that all claims in respect of any Transaction Dispute shall be heard and determined in such courts;

(ii) agrees that venue would be proper in such courts, and waives any objection that it may now or hereafter have that any such court is an improper or inconvenient forum for the resolution of any Transaction Dispute; and

(iii) agrees that the mailing by certified or registered mail, return receipt requested, to the Persons listed in Section 12.03 (as may be updated from time to time in accordance with Section 12.03) of any process required by any such court, will be effective service of process; *provided, however*, that nothing herein will be deemed to prevent a Party from making service of process by any means authorized by the Laws of the State of Delaware.

(b) The foregoing consent to jurisdiction will not constitute submission to jurisdiction or general consent to service of process in the State of Delaware for any purpose except with respect to any Transaction Dispute.

Section 12.16. WAIVER OF JURY TRIAL. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY TRANSACTION DISPUTE AND COVENANTS THAT NEITHER IT NOR ANY OF ITS AFFILIATES OR REPRESENTATIVES WILL ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO SUCH TRIAL BY JURY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (B) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (C) SUCH WAIVER CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH SUCH PARTY IS RELYING AND WILL RELY IN ENTERING INTO THIS AGREEMENT. EACH PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 12.16 WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY. THE PARTIES HERETO CONSENT TO TRIAL WITHOUT A JURY IN ANY SUCH ACTION OR PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY HERETO AGAINST ANY DEBT FINANCING SOURCE, REGARDLESS OF THE FORM OF ACTION OR PROCEEDING.

Section 12.17. Remedies; Specific Performance.

(a) Except to the extent set forth otherwise in this Agreement, all remedies under this Agreement expressly conferred upon a Party will be deemed cumulative with and not

exclusive of any other remedy conferred hereby, or by Law or equity upon such Party, and the exercise by a Party of any one remedy will not preclude the exercise of any other remedy.

(b) Each Party agrees that irreparable damage would occur, and the Parties would not have an adequate remedy at law if any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached. Accordingly, each Party agrees that the other Party will be entitled to injunctive relief from time to time to prevent breaches of the provisions of this Agreement and to enforce specifically the terms and provisions of this Agreement and the Equity Commitment Letter, in each case (i) without the requirement of posting any bond or other indemnity and (ii) in addition to any other remedy to which it may be entitled, at law or in equity. Furthermore, each Party agrees not to raise any objections to the availability of the equitable remedy of injunctive relief or specific performance to prevent or restrain breaches of this Agreement and the Equity Commitment Letter, and to specifically enforce the terms of this Agreement and the Equity Commitment Letter to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such Party under this Agreement and the Equity Commitment Letter, in each case, subject to the terms, conditions and limitations herein and therein. Each Party expressly disclaims that it is owed any duty not expressly set forth in this Agreement, and waives and releases all tort claims and tort causes of action that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement other than claims for (A) Willful Breach or Funding Willful Breach prior to the valid termination of this Agreement in accordance with Article XI, in each case subject to Section 11.03 and Section 12.05, or (B) Fraud, as determined by the Bankruptcy Court.

(c) Notwithstanding anything in this Agreement to the contrary (including Section 12.17(b)), but subject to Section 11.03(d) (as applicable), it is acknowledged and agreed that the right of Seller Parent to obtain specific performance to cause the Equity Financing to be funded and Buyer to consummate the Transactions and the other Buyer Transactions shall be subject to the satisfaction of the following conditions: (i) all of the conditions set forth in Section 10.02 have been satisfied or waived (other than those conditions that by their nature are to be satisfied at the Closing and which are, at the time that Seller Parent or such other Person seek specific performance pursuant to this Section 12.17, capable of being satisfied if the Closing were to occur at such time, and remain so satisfied or waived on the date the Closing is required to have occurred pursuant to this Agreement), (ii) the date on which Buyer is required to close pursuant to Section 2.03 shall have occurred and Buyer has failed to complete the Closing on such date, (iii) the Debt Financing (or any Alternative Financing) has been funded or will be funded at the Closing (or will be so funded if the Equity Financing is funded at or prior to the Closing) and (iv) Seller Parent (on behalf of itself and the Seller Parties) has irrevocably confirmed in writing to Buyer that (A) all conditions set forth in Section 10.01 have been satisfied or that they would be willing to waive any unsatisfied conditions in Section 10.01 for purposes of consummating the Closing, (B) that Seller Parent (on behalf of itself and the Seller Parties) stand ready, willing and able to consummate the Closing, and (C) if specific performance is granted and the Debt Financing is funded, Seller Parent and each Seller Party will take all such actions that they are required to take pursuant to this Agreement to cause the Closing to occur.

Section 12.18. Non-Recourse.

(a) All claims, obligations, Liabilities, Actions or causes of action (whether in Contract or in tort, in law or in equity, or granted by statute) that may be based upon, in respect of, arise under, out or by reason of, be connected with, or relate in any manner to this Agreement, or the negotiation, execution, or performance of this Agreement (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement), may be made only against (and are expressly limited to) the entities that are expressly identified as parties hereto in the preamble to this Agreement or, if applicable, their successors and assigns (but not any of the senior secured lenders (or any agent thereof) of any of the Seller Parties) (“Contracting Parties”). No Person who is not a Contracting Party, including any past, present or future director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, consultant, attorney, accountants, financial advisor or other representative of, and any lender to, any Contracting Party, or any director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, consultant, attorney, accountants, financial advisor or other representative of, and any lender to, any of the foregoing (other than any of the foregoing that is or becomes a Contracting Party) (“Non-party Affiliates”), shall have any Liability (whether in Contract or in tort, in law or in equity, or granted by statute) for any claims, causes of action, obligations, or other Liabilities arising under, out of, in connection with, or related in any manner to this Agreement or based on, in respect of, or by reason of this Agreement or their negotiation, execution, performance, or breach; and, to the maximum extent permitted by Law, each Contracting Party hereby (i) waives and releases all such claims, causes of action, obligations and other Liabilities against any such Non-party Affiliates and (ii) each Party disclaims any reliance upon any Non-party Affiliates with respect to the performance of this Agreement or any representation or warranty made in, in connection with, or as an inducement to this Agreement. It is expressly agreed that the Non-party Affiliates to whom this Section 12.18 applies shall be third-party beneficiaries of this Section 12.18. Notwithstanding anything to the contrary contained in this Section 12.18 or elsewhere in this Agreement, nothing shall limit, restrict or otherwise affect any claim, Liability, right, remedy or recovery under or based upon (x) any other Transaction Agreement, subject and pursuant to its terms, or (y) Fraud.

(b) Notwithstanding anything in this Agreement to the contrary, the Parties (a) agree on their behalf and on behalf of their respective Affiliates that none of the Debt Financing Sources shall have any liability or obligation to such Persons and/or their respective Affiliates relating to, arising from or in connection with this Agreement or any of the Transactions (including with respect to the Debt Commitment Letter and the Debt Financing), (b) waive any rights or claims against any Debt Financing Source relating to, arising from or in connection with this Agreement (including any of the Transactions), the Debt Commitment Letter or the Debt Financing, whether at law or equity, in contract, in tort or otherwise and (c) agree not to, and shall not, (i) seek to enforce this Agreement or the Debt Commitment Letter against, make any claims whether at law or equity, in contract, in tort or otherwise, for breach of this Agreement or the Debt Commitment Letter, or seek to recover monetary damages (including, for the avoidance of doubt, any special, consequential, punitive, indirect, speculative or exemplary damages or damages of a tortious nature) from, the Debt Financing Sources or (ii) seek to enforce the commitment in respect of any Debt Financing against, make any claims for breach of commitments in respect of any Debt Financing against, or seek to recover monetary damages (including, for the avoidance of doubt, any special, consequential, punitive, indirect,

speculative or exemplary damages; or damages of a tortious nature) from, or otherwise sue, the Debt Financing Sources, for any reason in connection with commitments in respect of any Debt Financing or the obligations of the Debt Financing Sources thereunder, this Agreement, or any of the Transactions or transactions contemplated by the Debt Financing; *provided* that this Section 12.18(b) shall not affect in any way the rights and remedies of Buyer and/or its Affiliates against the Debt Financing Sources pursuant to the Debt Commitment Letter or any definitive agreement in respect of the Debt Financing.

Section 12.19. Disclosure Schedules and Exhibits. The Disclosure Schedules, Schedules, and Exhibits attached to this Agreement shall be construed with and as an integral part of this Agreement to the same extent as if the same had been set forth verbatim herein. Any capitalized terms used in any Exhibit or Schedule or in the Disclosure Schedules but not otherwise defined therein shall be defined as set forth in this Agreement. The representations and warranties of Seller Parties set forth in this Agreement are made and given subject to the disclosures contained in the Disclosure Schedules, and neither Seller Parent nor any of its Affiliates shall be, or deemed to be, in breach of any such representations and warranties (and no claim shall lie in respect thereof) in respect of any such matter so disclosed in the Disclosure Schedules. Any matter, information, or item disclosed in the Disclosure Schedules under any specific representation or warranty or Schedule or section thereof shall be deemed to be disclosed and incorporated by reference in any other Schedule or section of the Disclosure Schedules as though fully set forth in such other schedule(s) or section(s), to the extent the applicability to such other schedule(s) or section(s) is reasonably apparent on its face. The inclusion of any matter, information or item in the Disclosure Schedules as an exception to a representation or warranty shall not be deemed to constitute (a) an admission of any Liability by the Seller Parties to any third party, (b) an admission that any breach or violation of applicable Laws or any contract or agreement to which any of the Seller Parties are a party exists or has actually occurred, (c) an admission that such item is outside the ordinary course of business or not consistent with past practice, or (d) otherwise imply an admission that such item represents a material exception or material fact, event, circumstance or that such item has had, or would reasonably be expected to have a Material Adverse Effect. The Disclosure Schedules have been arranged for purposes of convenience in separately titled schedules corresponding to the sections of this Agreement.

Section 12.20. Provision Respecting Legal Representation. Buyer hereby agrees, on behalf of itself, its respective directors, members, partners, officers, employees, Representatives and Affiliates, and its respective successors and assigns (all such parties, the "Waiving Parties"), that Weil, Gotshal & Manges LLP (or any successor) and Morgan, Lewis & Bockius LLP (or any successor) (each such legal counsel, "Prior Counsel") may represent any or all of the Seller Parties or any of their respective directors, members, partners, officers, employees, equityholders, Representatives or Affiliates (collectively, the "Seller Group"), in each case, in connection with any dispute, litigation, claim, proceeding or obligation arising out of or relating to the Transferred Assets, this Agreement, any Transaction Agreements, or the Transactions or thereby adverse to the Waiving Parties or any other Person. Buyer, on behalf of itself and the Waiving Parties, hereby consents thereto and irrevocably waives (and will not assert) any conflict of interest, breach of duty or any other objection arising therefrom or relating thereto. Notwithstanding the foregoing, if after the Closing a dispute arises between Buyer, the Business, on the one hand, and a third party other than (and unaffiliated with) a Seller Party, on the other hand, then Buyer and Affiliates (to the extent applicable) may assert the attorney-client privilege

to prevent disclosure to such third party of confidential communications of the Prior Counsel; *provided* that neither Buyer nor any of its Affiliates may waive such privilege without the prior written consent of the applicable Seller Party (not to be unreasonably withheld, conditioned or delayed). Each of the Prior Counsel are express third party beneficiaries of this Section 12.20 and are entitled to rely thereon.

Section 12.21. Privilege. Buyer, on behalf of itself and the Waiving Parties, hereby irrevocably acknowledge and agree that all communications, written or oral, between any Person in the Seller Group and its counsel, including each Prior Counsel, made in connection with the negotiation, preparation, documentation, execution, delivery and performance under, consummation of, or any dispute or Action arising out of or relating to, this Agreement, any Transaction Agreements or the Transactions, or any matter relating to any of the foregoing, are privileged communications, and survive, remain with and are controlled by the Seller Parties, without any waiver thereof. Accordingly, Buyer shall not have access to any such communications, or to the files of Prior Counsel relating to its engagement, whether or not the Closing shall have occurred. Each of the Prior Counsel are express third party beneficiaries of this Section 12.21 and are entitled to rely thereon. Notwithstanding anything to the contrary herein, nothing in this Section 12.21 shall (x) prohibit or restrict Buyer, the Business or any of their respective Affiliates from seeking proper discovery of documents or information, nor any Seller Party from asserting that such documents and information are not discoverable due to attorney-client privilege or other legal protection or (y) relieve any party or counsel of any applicable professional obligation to comply with customary internal “walls” or similar arrangements in the event of a conflict of interest.

Section 12.22. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Facsimiles, e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.

Section 12.23. Amendment and Restatement. Each of the Parties acknowledges and agrees that this Agreement amends, restates, supersedes and replaces in its entirety the Original Agreement and all of its terms and provisions, such that the Original Agreement is hereby null and void and of no further force or effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Seller Parent, Buyer, and solely for the purposes of Section 6.04 and Article XII, Buyer Parent, have each caused this Agreement to be executed on the Agreement Date by their respective duly authorized officers.

SELLER PARENT:

Midwest Fiber Holdings LP

By: _____
Name:
Title:

IN WITNESS WHEREOF, Seller Parent, Buyer, and solely for the purposes of Section 6.04 and Article XII, Buyer Parent, have each caused this Agreement to be executed on the Agreement Date by their respective duly authorized officers.

BUYER:

BLUEBIRD MIDWEST, LLC

By: _____

Name: Jason Adkins

Title: Chief Executive Officer

Solely for the purposes of Section 6.04 and Article XII:

BUYER PARENT:

MIP IV MIDWEST FIBER PARENT, LLC

By: _____

Name: Jason Adkins

Title: Chief Executive Officer

Exhibit A

Definitions

“Action” means any action, claim, suit, charge, complaint, audit, arbitration, investigation, inquiry or proceeding by or before any Government Authority.

“Actual Budgeted Capex” means the aggregate amount of the Non-Success Based Capex actually paid by Seller Parties to an unaffiliated third party during the Capex Measurement Period, solely to the extent such Capital Expenditures were made in accordance with this Agreement and with the Agreed Financial Budget. For the avoidance of doubt, “Actual Budgeted Capex” shall not include any Capital Expenditures (i) incurred but not paid or (ii) to the extent related to the Excluded Business or Excluded Assets.

“Affiliate” means, with respect to any specified Person, any other Person that, at the time of determination, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such specified Person; *provided, however*, that, notwithstanding anything to the contrary herein: (a) for the purposes of this Agreement none of Seller Parent or any other Seller Party shall be deemed an Affiliate of Buyer; (b) except with respect to Section 12.05, Section 12.18, and the definition of “Non-party Affiliates”, in no event shall DigitalBridge Group, Inc., and any of its portfolio companies, investment funds or accounts, and any management or advisory entities affiliated with or related to the foregoing, be considered an Affiliate of Seller Parent or any of its Subsidiaries; and (c) except with respect to Section 6.04(g), Section 12.05, Section 12.06, Section 12.18, and the definition of “Non-party Affiliates”, with respect to Buyer, the term “Affiliate” (i) shall only include Buyer and its Subsidiaries and (ii) shall exclude all other current or future non-Subsidiary affiliates of Buyer (including Macquarie Infrastructure Partners IV, LP, Macquarie Asset Management, and/or any portfolio company, investment fund, investment entity, vehicle or account, and/or any management or advisory entities affiliated with or related to the foregoing, or direct or indirect equityholder, member, manager or partner of the foregoing).

“Agreed Financial Budget” means the financial budget and plan attached hereto as Exhibit I, which has been agreed to between Buyer and Seller Parent prior to the Original Agreement Date.

“Agreement” means this Amended and Restated Asset Purchase Agreement, dated as of the Agreement Date, by and between Seller Parent and Buyer, including the Disclosure Schedules and the Schedules and Exhibits, and all amendments to such agreement made in accordance with Section 12.12.

“Alternative Transaction” means, other than (a) the Transactions, the other Transaction Agreements, the MO Divestiture APA, or the IL Divestiture APA, (b) the wind-down of the PA Business, and (c) any chapter 11 plan that does not prevent or impair in any material respect the Transactions or the debtors’ performance in each case in accordance with the terms and conditions of this Agreement, (i) any investment in, financing of, capital contribution or loan to or restructuring or recapitalization of the Seller Parties or any of their respective direct or indirect Subsidiaries (including any exchange of all or a substantial portion

of Seller Parties' or any of their respective Affiliates' outstanding debt obligations for equity securities of Seller Parties or any of their respective Affiliates), (ii) any merger, consolidation, share exchange or other similar transaction to which Seller Parties or any of their respective Affiliates is a party that has the effect of transferring, directly or indirectly, any portion of the Transferred Assets, (iii) any direct or indirect sale of any portion of the Transferred Assets of, or (iv) any other transaction, including a chapter 11 plan of liquidation or agreement with a liquidation firm (or consortium) for the orderly liquidation of the Seller Parties, all or any portion of the Transferred Assets (other than any wind-down or similar plan or transaction or dismissal with respect to the sale of Excluded Assets) or reorganization (in any jurisdiction, whether domestic, foreign, international or otherwise), including a chapter 11 plan of reorganization, in each instance that transfers or vests ownership of, economic rights to, or benefits in any portion of the Transferred Assets to any party other than Buyer, or (v) if Seller Parties announce any stand-alone plan of reorganization or liquidation (or support any such plan filed by another party) other than a plan of Seller Parties' estates post-Closing pursuant to a plan that permits the Transaction to be consummated in accordance with the terms of this Agreement.

"Anti-Corruption Laws" means the U.S. Foreign Corrupt Practices Act of 1977 (as amended), the United Kingdom Bribery Act 2010 and any other applicable anti-bribery or anti-corruption Law of any jurisdiction.

"Antitrust Laws" means any Laws applicable to Buyer or any Seller Party under any applicable jurisdiction that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

"Assumed Employee Plans" means any Employee Plan set forth and designated as such on Schedule 4.13(a).

"Avoidance Actions" means any and all actual or potential avoidance, recovery, subordination, or other claims, Causes of Action, or remedies that may be brought by or on behalf of the Seller Parties or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including claims, Causes of Action, or remedies arising under chapter 5 of the Bankruptcy Code or under similar or related local, state, federal, or foreign statutes or common law, including fraudulent transfer laws.

"Back-up Termination Date" means the first to occur of (a) consummation of the transaction with the winning bidder at the Auction, (b) Buyer's receipt of notice from Seller Parent of the release by Seller Parent of Buyer's obligations under Section 8.04, and (c) the one (1) year anniversary of the Original Agreement Date.

"Bankruptcy and Equity Exception" means the effect on enforceability of (a) any applicable Law relating to bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or preferential transfers, or similar Law relating to or affecting creditors' rights generally and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

“Bid Deadline” means the date upon which Competing Bids are due from third parties (other than Buyer) as set forth in the Bidding Procedures Order or as otherwise established or modified by the Bankruptcy Court.

“Bidding Procedures Motion” means the motion or motions of Seller Parent seeking approval and entry of the Bidding Procedures Order.

“Bidding Procedures Order” means that certain order of the Bankruptcy Court (Docket No. 216), and any amendment thereto, ~~in form and substance reasonably acceptable to Buyer and Seller Parent,~~ that among other things, establishes the bidding procedures with respect to the proposed sale of the Transferred Assets, establishes the date by which Competing Bids are due, and approves the Termination Payment.

“BTOP” means Broadband Technology Opportunities Program.

“BTOP Applications” means any application, notification, notice, or other filing necessary to obtain the consent of the NTIA/NOAA to the assignment of the BTOP Grants contemplated under this Agreement.

“BTOP Grants” means (a) U.S. Department of Commerce Financial Assistance Award Number NT10BIX5570067 made to OneCommunity for the July 1, 2010 through June 30, 2013 award period for the BTOP Transforming NE Ohio Project, with NTIA/NOAA consent, dated November 27, 2015, to assign and transfer title of certain assets from OneCommunity to Everstream Solutions LLC; (b) U.S. Department of Commerce Financial Assistance Award Number NT10BIX5570009 made to Merit Network Inc. for the January 1, 2010 through December 31, 2012 award period for the BTOP REACH Michigan Middle Mile Collaborative Project, with Lynx Fiber One, LLC as a subrecipient; and (c) U.S. Department of Commerce Financial Assistance Award Number NT10BIX5570114 made to Merit Network Inc. for the August 1, 2010 through July 31, 2013 award period for the BTOP REACH-3MC II Project, with Lynx Fiber Two, LLC as a subrecipient and NTIA/NOAA consent, dated November 9, 2017, to assign and transfer title of certain assets from Merit Network, Inc. to Everstream GLC Holding Company LLC.

“Budgeted Capex” means the aggregate amount of the Non-Success Based Capex set forth on the Agreed Financial Budget with respect to the Capex Measurement Period.

“Budgeted Capex Shortfall” means an amount (which shall not be a negative number) equal to (a) Budgeted Capex minus (b) Actual Budgeted Capex. For the avoidance of doubt, if Actual Budgeted Capex exceeds Budgeted Capex, the “Budgeted Capex Shortfall” shall be deemed to be \$0.

“Business” means collectively, the business conducted by the Seller Parties of developing, marketing, and providing bandwidth infrastructure and managed services, operating underground and aerial fiber networks or selling bandwidth infrastructure and related products, including Ethernet transport, fiber-distributed cellular backhaul, wavelengths and dedicated internet access or voice and other voice managed services, in each case to business, carrier, government, and other non-residential customers, other than the Excluded Business. For the

avoidance of doubt, Business shall include the Seller Parties' operations in Illinois except for the IL Divested Business.

"Business Day" means any day that is not a Saturday, a Sunday or other day on which commercial banks in New York City, New York are required or authorized by Law to be closed.

"Business Intellectual Property" means all (a) Business Registered IP, (b) Intellectual Property included in Business Technology, and (c) other Intellectual Property owned or purported to be owned by any Seller Party.

"Business Registered IP" means all patents, patent applications, Trademark registrations, applications for Trademark and service mark registration, copyright registrations, Internet domain names and other forms of registered Intellectual Property and applications therefor, in each case, to the extent owned by or registered in the name of any Seller Party including those set forth on Section 2.01(a)(vii).

"Business Systems" means all Systems owned, leased, licensed, used, or held for use by or for by any Seller Party, whether or not outsourced.

"Business Technology" means all Technology to the extent owned or purported to be owned by any Seller Party.

"Buyer Parent Specified Persons" means Buyer Parent and its Subsidiaries, including Buyer.

"Buyer Transaction Agreements" means this Agreement and each other Transaction Agreement to which Buyer is named as a party on the signature pages thereto.

"Buyer Transactions" means the transactions contemplated by the Buyer Transaction Agreements.

"Capex Measurement Period" means the period beginning on the first day of the first (1st) month beginning after the Original Agreement Date, and ending on the last day of the last month ended prior to the Measurement Date.

"Capital Expenditure" means an expenditure capitalized in accordance with GAAP made by Seller Parties to unaffiliated third parties for capital projects, solely to the extent directly related to the Business. For the avoidance of doubt, any expenditure shall not be a "Capital Expenditure" (a) to the extent related to the Excluded Business or (b) is capitalized labor, as determined in accordance with GAAP.

"Cash" means, as of the Effective Time (a) all cash and cash equivalents, including restricted cash, checks, commercial paper, treasury bills, certificates of deposit, Deposits, securities, securities entitlements, instruments and other investments and (b) all bank accounts and securities accounts, calculated in accordance with GAAP and the Seller Parties' books and records.

“Causes of Action” means any and all claims, interests, controversies, actions, proceedings, reimbursement claims, contribution claims, recoupment rights, debts, third-party claims, indemnity claims, damages, remedies, causes of action, demands, rights, suits, obligations, liabilities, accounts, judgments, defenses, offsets, powers, privileges, licenses, Liens, guarantees, franchises, Avoidance Actions, counterclaims and cross-claims, of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, asserted or unasserted, direct or indirect, assertable directly or derivatively, choate or inchoate, reduced to judgment or otherwise, secured or unsecured, whether arising before, on, or after the Petition Date, in contract, tort, law, equity, or otherwise pursuant to any theory of law, in all cases other than those arising in connection with the enforcement of this Agreement or any of the Transaction Agreements. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law or in equity; (b) the right to object to or otherwise contest claims or interests; (c) claims pursuant to section 362 of the Bankruptcy Code; and (d) such claims and defenses as fraud, mistake, duress, usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

“CFIUS” means the Committee on Foreign Investment in the United States and each member agency thereof, acting in such capacity.

“CFIUS Approval” means that (a) CFIUS has issued a written notice to the Parties that it has concluded all action pursuant to the DPA and has determined that there are no unresolved national security concerns with respect to the Transactions; (b) CFIUS has sent a report to the President of the United States (the “President”) requesting the President’s decision with respect to the Transactions and either (i) the President has announced a decision not to take any action to suspend or prohibit the Transactions or (ii) the President has not taken any action within fifteen (15) days from the date the President received the report from CFIUS; or (iii) CFIUS has issued a written notice that the notified transaction is not a “covered transaction” within the meaning of the DPA.

“Change” has the meaning set forth in the definition of “Material Adverse Effect”.

“Closing Conditions” means the conditions to the respective obligations of the Parties to consummate the Transactions, in each case, as set forth in Article X.

“COBRA” means Part 6 of Subtitle B of Title 1 of ERISA, Section 4980B of the Code and similar state Laws.

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

“Communications Laws” means (a) the Communications Act of 1934, as amended, and the rules, regulations, published orders and published and promulgated policy statements of the FCC thereunder, as in effect from time to time, and (b) applicable state laws regulating telecommunications carriers and the rules, regulations, published orders and published

and promulgated policy statements of the state regulatory agency thereunder, as in effect from time to time.

“Communications Permits” means any Permit issued or required by the FCC or a State PUC under the Communications Laws.

“Confidentiality Agreements” means (a) the Confidentiality Agreement, dated as of September 11, 2024, by and between Bluebird Network, LLC and Midwest Fiber Holdings LP, as the same may be amended, supplemented, or otherwise from time to time in accordance with its terms, and (b) the Clean Team Agreement, dated as of September 11, 2024, by and between Bluebird Network, LLC, a Delaware limited liability company and indirect parent of Buyer and Midwest Fiber Holdings LP, as the same may be amended, supplemented, or otherwise modified from time to time in accordance with its terms.

“Consent” means any consent, approval, or authorization.

“Contract” means any written contract, agreement, undertaking, indenture, note, bond, mortgage, lease, sublease, license, sublicense, sales order, purchase order or other instrument or commitment that purports to be binding on any Person or any part of its assets or property (or subjects any such assets or property to a Lien).

“Control” means, with respect to any Person, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by Contract or otherwise. The terms “Controlled by,” “Controlled,” “under common Control with” and “Controlling” shall have correlative meanings.

“Covered Employee” means the employees of Seller Party or any of its Subsidiaries who work for or provide services to the Business as set forth on Schedule 1.01(b) and any other individuals who are hired by Seller Party or one of its Subsidiaries to provide services to the Business in accordance with Section 6.01(b)(ix).

“Cure Costs” means cure costs required to be paid pursuant to section 365 of the Bankruptcy Code to effectuate the assumption by the applicable Seller Party and the assignment to Buyer, of the Transferred Contracts to which such Seller Party is party, as determined by the Bankruptcy Court or agreed to by Seller Parent and the non-Seller Parent counterparty to the applicable Transferred Contract.

“D&O Avoidance Actions” means all Avoidance Actions assertable against current or former directors, managers, or officers of the Seller Parties.

“Debt” means, without duplication, all obligations (including accrued interest related thereto) (a) for borrowed money, (b) evidenced by notes, bonds, debentures, mortgages, or similar instruments (but excluding, for the avoidance of doubt, obligations in respect of surety or performance bonds, letters of credit or similar instruments to the extent the same do not constitute Debt under clause (h) below), (c) under any leases required to be recorded as “finance leases” under GAAP, in each case, calculated in accordance with GAAP, (d) constituting the maximum amount payable for any deferred or unpaid purchase price of property or services, including any earnout payments, seller notes, installment or similar payments, whether or not

contingent and whether then-due and owing, including royalties and similar payments or obligations, (e) created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even if the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such property), (f) constituting the liquidation value of all redeemable preferred equity interests of such Person, (g) of such Person in respect of swap, derivative or other hedging contracts (valued at the net terminal value thereof), (h) in respect of surety or performance bonds, letters of credit and similar instruments, in each case solely to the extent called or drawn, as applicable, (i) with respect to, or attributable to, any time period ending prior to the Closing Date, for unpaid contributions to any defined contribution, defined benefit pension plan or multiemployer plan and for incurred or outstanding withdrawal liability with respect to any multiemployer plan, in each case to the extent such plans are Employee Plans that are not Assumed Employee Plans, (j) constituting accrued, but unpaid bonuses with respect to any time period ending prior to the Closing Date, to employees or other service providers of the Seller Parties, which for the avoidance of doubt, does not include the Pro Rata Annual Bonus Amount, (k) with respect to guarantees of obligations of the types described in clauses (a) through (j) above of any other Person or as to which such Person has an obligation substantially the economic equivalent of a guaranty and (l) constituting any accrued and unpaid interest owing by such Person with respect to any indebtedness of the type described in clauses (a), (b), (c), (f), (g) and (h) for the principal amount, breakage fees and other payment obligations (including any prepayment premiums, fees, penalties or make-whole or similar payments in respect of any obligations of the type that would be paid if such obligations are retired at the Closing).

“Debt Financing Source Provisions” means Section 12.08, Section 12.09, Section 12.12, Section 12.14, Section 12.16 and Section 12.18(b) of this Agreement.

“Debt Financing Sources” means the parties arranging, providing or otherwise making available to Buyer the Debt Financing or any other debt financing (including any Alternative Financing), in each case, for the Transactions, together with their Affiliates, officers, directors, general or limited partners, shareholders, member, controlling persons, employees, agents, advisors, and representatives and their respective successors and permitted assigns.

“Deposits” means all deposits (including customer deposits and security deposits for rent, electricity, telephone or otherwise and adequate assurance deposits posted in accordance with section 366 of the Bankruptcy Code) and prepaid or deferred charges and expenses (including all lease and rental payments).

“DIP Credit Agreement” means that certain Senior Secured Super-Priority Priming Term Loan Debtor In Possession Credit Agreement by and among Midwest Fiber Acquisition LLC, each of the direct and indirect subsidiaries of Midwest Fiber Acquisition LLC and Midwest Fiber Acquisition Midco 1 LLC, as subsidiary guarantors, each of Midwest Fiber Acquisition Topco LLC and Seller Parent, as Holdco guarantors, Société Générale, as administrative agent and as collateral agent, and the DIP Lenders.

“DIP Lender” has the meaning set forth in the DIP Credit Agreement.

“Disclosure Schedules” means the disclosure schedules dated as of the Agreement Date delivered by Seller Parent to Buyer, which form a part of this Agreement.

“Disputed Item Percentage” means, with respect to any unresolved Disputed Item, its Net Disputed Item Amount divided by the applicable Greater Disputed Item Amount.

“DPA” means Section 721 of the Defense Production Act of 1950, as amended (50 U.S.C. § 4565), and all rules and regulations thereunder, including those codified at 31 C.F.R. Part 800.

“Effective Time” means 12:01 a.m. (local time) on the Closing Date.

“Employee Plans” means (a) each employee benefit plan (within the meaning of Section 3(3) of ERISA, whether or not subject thereto), (b) any other severance, separation pay, salary continuation, bonus, commission, employment, individual consulting, service, incentive, equity option, or other equity or equity-based, profit sharing, change in control, transaction, retention, retirement, pension, deferred compensation, health, welfare, post-employment welfare, vacation, paid time off or other fringe benefit plan, program, or arrangement, and (c) any other benefit or compensation plan, program, policy, agreement or arrangement, in each case, (i) that any of the Seller Parties sponsors, maintains, contributes to or is required to contribute to for the benefit of the Covered Employees or Former Covered Employees, or (ii) under or with respect to which any of the Seller Parties has any Liability (contingent or otherwise), in each case, other than any plans, programs, policies, agreements or arrangements sponsored or maintained by a Government Authority.

“Environmental Law” means any Law relating to health or safety (regarding exposure to Hazardous Materials), pollution or protection of the environment.

“Environmental Permit” means any Permit that is issued or required by a Government Authority under any Environmental Law.

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

“Escrow Agreement” means the Escrow Agreement, dated as of the Original Agreement Date, entered into by and among the Escrow Agent, Buyer and Seller Parent.

“Ex-Im Laws” means all applicable Laws, rules and regulations relating to export, re-export, transfer or import controls (including the Export Administration Regulations administered by the U.S. Department of Commerce, and customs and import Laws administered by U.S. Customs and Border Protection).

“Excluded Business” means (a) the PA Business, (b) the MO Divested Business, and (c) the IL Divested Business.

“Executory Contract” means any executory Contract (including (x) any unexpired leases and (y) shared contracts that are not Shared Customer Contracts) to which any Seller Party is a party and which is related to the Business (other than, for the avoidance of

doubt, any Shared Customer Contracts, and any Contracts that are IL Divested Business Assets or MO Divested Business Assets).

“Exhibits” means the exhibits to this Agreement (as may be amended from time to time in accordance herewith) which form a part of this Agreement.

“Expense Reimbursement Agreement” means that certain letter agreement, dated as of February 12, 2025, by and between MIP IV Midwest Fiber Parent LLC and Seller Parent, as amended by that Amendment No. 1 to Reimbursement Letter Agreement, dated as of March 5, 2025, by and between MIP IV Midwest Fiber Parent LLC and Seller Parent.

“FCC” means Federal Communications Commission, any bureau or division thereof acting on delegated authority or any successor agency thereto.

“FCC Applications” means any application, notification, notice, or other filing necessary to obtain the consent of the FCC to the asset assignment transactions contemplated under this Agreement.

“FCC Approval” means the consent of the FCC to the FCC Applications.

“FCC Deemed Affiliate” means a Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another Person where “own or control” means having or controlling a direct or indirect equity or voting interest (or equivalent thereof) of 10% or more.

“Former Covered Employees” means any former employee of any Seller Party or any of its Subsidiaries whose services immediately prior to his or her termination of employment are primarily related to the Business.

“Fraud” means actual common law fraud under Delaware Law with respect to the making of the representations and warranties by a Party contained in Article IV (with respect to Seller Parent) or Article V (with respect to Buyer) of this Agreement, in a certificate delivered pursuant to Section 10.01(a)(iii) or Section 10.02(a)(iii), as applicable. For the avoidance of doubt, “Fraud” does not include any claim for equitable fraud, promissory fraud, unfair dealings fraud, or any torts (including a claim for fraud) based on negligence or recklessness.

“Funding Willful Breach” means (a) the failure of Buyer to fund, or cause the funding of, the CFIUS Escrow Account with the CFIUS Escrowed Amount on or before the Escrow Funding Date, to the extent obligated to do so hereunder, or (b) the failure of Buyer to complete the Closing within two (2) Business Days after the date on which the Closing is required to have occurred pursuant to Section 2.03 if (i) all conditions in Section 10.02 (other than those conditions that by their terms are to be satisfied at the Closing) have been and continue to be satisfied or waived and (ii) Seller Parent has irrevocably notified Buyer in writing that (A) all of the conditions set forth in Section 10.01 (other than those conditions that by their terms are to be satisfied at the Closing) have been and continue to be satisfied or waived by Seller Parent and (B) Seller Parent is ready, willing and able to consummate the Closing.

"Funding Willful Breach Cap" means an amount equal to \$42,750,000~~57,690,000~~ plus, to the extent applicable, on or after the Escrow Funding Date, an amount equal to the amount of the CFIUS Escrowed Amount.

"GAAP" means U.S. generally accepted accounting principles as in effect from time to time.

"Government Authority" means any U.S. federal, state or local or any supra-national or non-U.S. government, political subdivision, governmental, regulatory or administrative authority, instrumentality, agency, body, board, bureau or commission, regulatory or self-regulatory organization or any court, tribunal (whether public or private), or judicial or public or private arbitral body.

"Government Contract" means any Contract for the sale of supplies or services currently in performance or that has not been closed that is between any Seller Party on one hand and a Government Authority on the other or entered into by a Seller Party as a subcontractor at any tier in connection with a contract between another Person and a Government Authority.

"Greater Disputed Item Amount" means, with respect to any Disputed Item, the greater of (x) Seller Parent's calculation of such Disputed Item in the Estimated Closing Statement and (y) Buyer's calculation of such Disputed Item in the Notice of Disagreement.

"Hazardous Materials" means (a) any substance, material or waste that is defined or regulated as "hazardous," "toxic," "radioactive," a "pollutant," a "contaminant" or words of similar meaning and regulatory effect under any Environmental Law; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, greenhouse gases, per- and polyfluoroalkyl substances, and polychlorinated biphenyls.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

"IL Divested Business" means the business of the Seller Parties of (a) providing bandwidth infrastructure services to carrier and enterprise customers, (b) operating underground and aerial fiber networks, and (c) selling bandwidth infrastructure and related products, including Ethernet transport, fiber-distributed cellular backhaul, wavelengths and dedicated internet access, in each case, in the Illinois counties of Boone, Cook, DeKalb, DuPage, Kane, Kendall, Lake, McHenry, Ogle, Will and Winnebago, and the Wisconsin county of Rock (other than any business conducted using the Retained Business Assets (as such term is defined in the IL Divestiture APA)).

"IL Divested Business Assets" means the "Transferred Assets" (as defined in the IL Divestiture APA).

"IL Divested Business Liabilities" means the "Assumed Liabilities" as defined in the IL Divestiture APA.

“IL Divestiture APA” means that certain Asset Purchase Agreement, dated as of April 11, 2025, by and between Seller Parent and Buyer (each as defined therein) (as may be amended, supplemented, or otherwise modified from time to time).

“Insider” means (a) an Affiliate of any Seller Party (other than the Seller Parties), or (b) any current or former officer, director, manager, or executive or senior manager level employee of any Seller Party.

“Insurance Policies” means, collectively, all policies and programs of or agreements for insurance and interests in insurance pools and programs of the Seller Parties (in each case including self-insurance and insurance from Affiliates) (other than any Employee Plans), including, for the avoidance of doubt, all current and prior director and officer insurance policies.

“Intellectual Property” means all: (a) patents and patent applications, including reissues, renewals, divisions, continuations, continuations-in-part, extensions and reexaminations; (b) copyrights (registered or unregistered); moral rights, mask work rights, database rights and design rights, including all applications, registrations, extensions, renewals and reversions of the foregoing; (c) Trademarks; (d) trade secrets and other confidential, proprietary or sensitive technical, business and other information, and all rights therein and thereto, plans, proposals, technical data, copyrightable technical data, and financial, marketing and business data; (e) Internet domain names; (f) rights in or to Software, data, databases, collections of data, and Technology; and (g) all other intellectual property rights or similar or equivalent rights arising under the Laws of any jurisdiction throughout the world.

“Intercompany” means accounts between a Seller Party, on the one hand, and another Seller Party or one of its Affiliates, on the other hand.

“IRS” means the U.S. Internal Revenue Service.

“IRU Agreements” means those certain indefeasible rights of use agreements pursuant to which a Seller Party has a right to use certain IRUs.

“IRUs” means (a) those certain indefeasible rights of use granted pursuant to the IRU Agreements to certain fiber optic lines and other cables, and (b) such fiber optic lines and other cables to which such indefeasible rights of use relate.

“Joint Written Instructions” means written instructions from Seller Parent and Buyer, a form of which is attached to the Escrow Agreement as an exhibit thereto, directing the Escrow Agent to deliver either the Adjustment Escrow Amount or Deposit Escrowed Funds as provided for under this Agreement.

“Knowledge of Seller Parent” means the actual knowledge as of the Original Agreement Date of the Persons listed on Schedule 1.01(c).

“Law” means any U.S. federal, state, local, provincial, municipal or non-U.S. statute, law, statute, legislation, constitution, resolution, edict, treaty, convention, ruling, decision, ordinance, regulation, rule, code, Order, act, or other requirement or rule of law

(including common law) issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of a Government Authority.

“LC Issuer” means a major U.S. commercial bank or the U.S. branch of a foreign bank.

“Lesser Item Amount” means, with respect to any Disputed Item, the lesser of (x) Seller Parent’s calculation of such Disputed Item in the Estimated Closing Statement and (y) Buyer’s calculation of such Disputed Item in the Notice of Disagreement.

“Letters of Credit” means the irrevocable, standby letters of credit, each issued by an LC Issuer and attached hereto as Exhibit H, *provided* that each such Letter of Credit shall be maintained in accordance with the provisions of Section 3.02.

“Letter of Credit Amount” means \$25,650,000.

“Liabilities” means any liability, Debt, guarantee, claim, demand, expense, commitment or obligation (whether direct or indirect, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due) of every kind and description, including all costs and expenses related thereto.

“Lien” means, with respect to any property or asset, any mortgage, deed of trust, pledge, hypothecation, security interest, encumbrance, claim (as defined in Section 101(5) of the Bankruptcy Code), lien (as defined in Section 101(37) of the Bankruptcy Code), licenses, hypothecations easements, rights of way, encroachments, Orders, conditional sale or other title retention agreements and other similar impositions, imperfections or defects of title, or any option, lease or any other similar encumbrance in respect of such property or asset, or any other charge of any kind.

“Lookback Date” means the date that is three (3) years prior to the Original Agreement Date.

“Material Adverse Effect” means any fact, event, change, effect, development, circumstance, or occurrence (each, a “Change”) that, individually or in the aggregate, has had or would reasonably be expected to (i) have a material adverse effect on the business, operations, properties, assets or financial condition of the Business or (ii) materially impair or delay the ability of the Seller Parties to perform their respective obligations under this Agreement and the other Transaction Agreements and to consummate the Transactions; *provided* that, in the case of clause (i) only, none of the following, either alone or in combination, will constitute a Material Adverse Effect: (a) any Change in the United States or foreign economies or securities or financial markets in general (including any decline in the price of securities generally or any market or index); (b) any Change that generally affects any industry in which the Business operates; (c) general business or economic conditions in any of the geographical areas in which any of the Seller Parties or the Business operates; (d) national or international political or social conditions, including any Change arising in connection with hostilities, acts of war, sabotage or terrorism or military action or any escalation or material worsening of any such hostilities, acts of war, sabotage or terrorism or military action, whether commenced before or after the Original Agreement Date and whether or not pursuant to the declaration of a national emergency or war;

(e) the occurrence of any act of God or other calamity or force majeure event (whether or not declared as such), including any strike, labor dispute, civil disturbance, embargo, natural disaster, fire, flood, hurricane, tornado, or other weather event or any global health conditions (including any epidemic, pandemic or other outbreak of illness, disease or virus (or, in each case any variation or mutation thereof) or any action by any Government Authority related to the foregoing); (f) any actions taken by Buyer or its Affiliates or specifically required to be taken or omitted to be taken by any Seller Party pursuant to this Agreement or any other Transaction Agreement, or actions taken or omitted to be taken by any Seller Party at the express written request or with the express prior written consent of Buyer (in each case, other than the obligation of Seller Parent to cause its Subsidiaries to conduct the Business in the Ordinary Course of Business set forth in Section 6.01); (g) any Changes in applicable Laws or GAAP (or other relevant accounting rules); (h) any Change resulting from the filing or pendency of the Bankruptcy Cases; (i) any Change resulting from the public announcement of the entry into this Agreement, compliance with terms of this Agreement or the consummation of the Transactions; (j) any effects or Changes arising from or related to the breach of this Agreement by Buyer; or (k) failure of any Seller Party to meet any internal or published projections, forecasts, estimates or predictions (*provided* that this clause (k) shall not prevent a determination that any Change underlying such failure has resulted in a Material Adverse Effect, unless such Change is otherwise excepted by this definition); *provided further*, that a Change resulting from clauses (a) through (e) of this definition shall be taken into account in determining whether Material Adverse Effect has occurred or would reasonably be expected to occur to the extent that any such described Change has a disproportionately effect on the Business or the Seller Parties, as compared to other companies in the industries in which the Business or the Seller Parties operate.

“MO Divested Business” means the business of the Seller Parties of providing bandwidth infrastructure and managed services, operating underground and aerial fiber networks or selling bandwidth infrastructure and related products, including Ethernet transport, fiber-distributed cellular backhaul, wavelengths and dedicated internet access, in each case (a) to business, carrier, government and other non-residential customers and (b) delivered or serviced across the City of St. Louis, Missouri; the Missouri counties of Franklin, Jefferson, St. Charles, St. Louis and Warren; and the Illinois counties of Clay, Clinton, Coles, Cumberland, Effingham, Fayette, Jersey, Macoupin, Madison, Marion, Monroe Shelby, and St. Clair.

“MO Divested Business Assets” means the “Transferred Assets” as defined in the MO Divestiture APA.

“MO Divested Business Liabilities” means the “Assumed Liabilities” as defined in the MO Divestiture APA.

“MO Divestiture APA” means that certain Asset Purchase Agreement, dated as of July 15, 2024, by and among the Seller Parties and Buyer (each as defined therein) (as may be amended, supplemented, or otherwise modified from time to time).

“Net Disputed Item Amount” means, with respect to a Disputed Item, its Greater Disputed Item Amount minus its Lower Disputed Item Amount.

“NOAA” means National Oceanic and Atmospheric Administration.

“Non-Recurring Revenue” means non-recurring revenue or one-time charges, as determined in accordance with GAAP.

“Non-Success Based Capex” means Capital Expenditures that are not otherwise related to provisioning of services for new customers of the Business. For the avoidance of doubt, Non-Success Based Capex shall include any Capital Expenditures relating to or arising out of maintenance, and general capacity upgrades.

“NTIA” means National Telecommunications and Information Administration.

“NTIA/NOAA Approval” means the consent of the NTIA/NOAA of the assignment of the BTOP Grants contemplated under this Agreement.

“Order” means any order, writ, judgment, injunction, temporary restraining order, decree, stipulation, determination or award entered by or with any Government Authority.

“Ordinary Course of Business” means the ordinary and usual course of normal day to day operations of the Business consistent with past practice as conducted by the Seller Parties the Balance Sheet Date, taking into account reasonably necessary actions arising from the commencement and pendency of the Bankruptcy Cases.

“Organizational Documents” means (a) with respect to a corporation, the charter, articles or certificate of incorporation, as applicable, and bylaws thereof, (b) with respect to a limited liability company, the certificate of formation or organization, as applicable, and the operating or limited liability company agreement thereof, (c) with respect to a partnership, the certificate of formation and the partnership agreement thereof, and (d) with respect to any other Person, the organizational, constituent or governing documents or instruments of such Person.

“Other Sources” means cash on hand at Buyer and any other financing source immediately available to Buyer on the Closing Date (including any Debt Financing).

“PA Business” means, collectively, the business of the Seller Parties of providing bandwidth infrastructure and managed services, operating underground and aerial fiber networks or selling bandwidth infrastructure and related products, including Ethernet transport, fiber-distributed cellular backhaul, wavelengths and dedicated internet access or voice and other voice managed services, in each case (a) to business, carrier, government and other non-residential customers and (b) delivered or serviced in the Commonwealth of Pennsylvania, the State of New Jersey, the State of New York, the State of Delaware, the State of Maryland, or the State of West Virginia.

“Permits” means all permits, licenses, authorizations, clearances, closures, decisions, registrations, concessions, grants, franchises, certificates, waivers and filings issued or required by any Government Authority under applicable Law, in each case, required or necessary for the ownership or operation of the Business as is conducted as of the Original Agreement Date.

“Permitted Liens” means the following Liens: (a) Liens for Taxes, assessments or other governmental charges or levies that are not yet due or payable or that are being contested in good faith by appropriate proceedings and for which appropriate reserves have been established in accordance with GAAP; (b) statutory Liens of landlords, carriers, warehousemen, mechanics, materialmen, workmen, repairmen and other similar providers in the Ordinary Course of Business and for which appropriate reserves have been established in accordance with GAAP, for amounts that are not yet due or payable or that are being contested in good faith by appropriate proceedings; (c) defects or imperfections of title, exceptions, easements, covenants, rights-of-way, restrictions and other similar charges, defects or encumbrances, in each case, that do not, individually or in the aggregate, adversely affect the operation of the Transferred Assets and, in the case of the Transferred Owned Real Property or Transferred Leased Real Property, that do not, individually or in the aggregate, materially adversely affect the use or occupancy of such Transferred Owned Real Property or Transferred Leased Real Property; (d) zoning, entitlement, building and other generally applicable land use and environmental restrictions by a Government Authority in each case that are not violated by the current use of occupancy of any Transferred Real Property; (e) Liens not created by any Seller Party that affect the underlying fee, lessor, licensor or sublessor interest of any Transferred Leased Real Property or real property over which any Seller Party (with respect to the Business) have easement or other property rights; (f) Liens created by Buyer or its Affiliates; (g) any set of facts an accurate up-to-date survey of the applicable real property would show; (h) any title matters shown in any title policy or report made available to Buyer; (i) right, terms or conditions of any Transferred Lease, leases, subleases, licenses, sublicenses or occupancy agreements made available to Buyer, including title of a lessor under a capital or operating lease; (j) in the case of Intellectual Property, non-exclusive licenses, options to license on a non-exclusive basis, non-exclusive covenants not to sue or other non-exclusive grants of rights and gaps in the chain of title evident from the publicly-available records of the applicable Government Authority maintaining such records; (k) Liens granted by any Seller Party to the National Telecommunications & Information Administration, BTOP, U.S. Department of Commerce on property and equipment acquired or improved under the BTOP Grants which such Liens are set forth on Schedule 1.01(c) Part I; (l) Liens set forth on Schedule 1.01(e) Part II; and (m) solely prior to the Closing, any other Lien that will be cleared or discharged by the Bankruptcy Court, in each case, except as otherwise set forth in this definition, solely to the extent in existence as of the Original Agreement Date.

“Person” means any natural person, general or limited partnership, corporation, company, trust, limited liability company, limited liability partnership, firm, association, Government Authority, organization or other legal entity.

“Personal Data” means, in addition to any data or information that comes within the definition of “personal data” or any similar term (*e.g.*, “personal information” or “personally identifiable information” or “PII”) under applicable Law, any data or information that identifies or could reasonably be used to identify, directly or indirectly, a particular individual person.

“Petition Date” means the date on which the Seller Parties commence the Bankruptcy Cases.

“Pre-Closing Period” means the period beginning on the Original Agreement Date and ending on the earlier of the Closing and the date this Agreement is validly terminated in accordance with its terms.

“Privacy Laws” means all applicable Laws, legal requirements, industry standards, rules, policies, and procedures to which any Seller Party is bound or otherwise holds itself out as compliant with, and self-regulatory guidelines relating to the Processing of any Personal Data.

“Processing” or “Processed” means any operation or set of operations performed on any data, whether or not by automated means, including but not limited to receipt, collection, compilation, use, storage, combination, sharing, safeguarding, disposal, erasure, destruction, disclosure or transfer.

“Representative” of a Person means the directors, officers, employees, advisors, agents, consultants, attorneys, accountants, financial advisors or other representatives of such Person.

“Sale Order” means an order or orders of the Bankruptcy Court, in form and substance acceptable to Buyer, approving, among other things, the sale of the Transferred Assets to Buyer on the terms and conditions set forth herein pursuant to sections 363 and 365 of the Bankruptcy Code, and approving and authorizing Seller Parent and Seller Parties to consummate the Transactions.

“Sanctioned Person” means any Person who is the target of Sanctions, including by virtue of being (a) listed on any Sanctions-related list of designated or blocked persons; (b) a Government Authority of, resident in, or organized under the Laws of a country or territory that is the target of comprehensive Sanctions (as of the ~~date of this~~ Original Agreement Date, Cuba, Iran, North Korea, Syria, and the Crimea region and so-called Donetsk People’s Republic and Luhansk People’s Republic in Ukraine); or (c) 50% or more owned or controlled by any of the foregoing.

“Sanctions” means trade, economic and financial sanctions Laws, regulations, embargoes, and restrictive measures, including those administered, enacted or enforced by (a) the United States (including the Department of Treasury, Office of Foreign Assets Control), (b) the European Union and enforced by its member states, (c) the United Nations or (d) His Majesty’s Treasury.

“Securities Act” means the Securities Act of 1933.

“Seller Guarantees” means, collectively, all letters of credit, guarantees, surety bonds, performance bonds and other financial assurance obligations issued or entered into by or on behalf of (or for the account of) Seller Parent or any of its Affiliates in connection with the Business as set forth in Schedule 6.09.

“Seller Parent Fundamental Representations” means the representations and warranties set forth in Section 4.01, Section 4.03 and Section 4.16.

“Seller Transaction Agreements” means this Agreement and each other Transaction Agreement to which any Seller Party is a party thereto.

“Seller Transaction Expenses” means the fees, costs and expenses (including any advisors, experts, consultants and legal, accounting and financial advisory expenses) incurred or owed by any Seller Party in connection with or related to the authorization, preparation, negotiation, execution and performance of this Agreement or any Seller Transaction Agreement or the Transaction or the Seller Transactions or the sale process relating to the potential sale of the Business.

“Seller Transactions” means the transactions contemplated by the Seller Transaction Agreements.

“Shared Customer Contract” means the executory Contracts set forth on Schedule 6.10; *provided, however*, that the Seller Parties shall be permitted to deliver one or more updates to Schedule 6.10 prior to the Designation Deadline.

“Software” means computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, protocols, and specifications.

“Specified Reverse Termination Amount” means an amount equal to ~~\$28,500,000~~38,460,000.

“State PUC” means any state public service commission, public utilities commission, utilities board or similar state agency responsible for regulating the communications industry within a particular state having regulatory authority over communications services or the ownership or operation of communications facilities or networks.

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

“Subsidiary” of any specified Person means any other Person of which such first Person owns (either directly or through one or more other Subsidiaries) a majority of the outstanding equity securities or securities carrying a majority of the voting power in the election of the board of directors or other governing body of such Person, and with respect to which entity such first Person is not otherwise prohibited contractually or by other legally binding authority from exercising Control.

“Supplemental Financial Statements” means the unaudited consolidated balance sheet and related statements of income and cash flows of Seller Parent for each fiscal quarter ending after the Balance Sheet Date and at least (a) forty-five (45) days prior to the Closing Date, with respect to each of the first three fiscal quarters of a fiscal year of Seller Parent and (b) sixty (60) days prior to the Closing Date, with respect to the last fiscal quarter of a fiscal year of Seller Parent.

“Systems” means all information technology, infrastructure, systems, servers, databases, Software, firmware, computer hardware, networks, websites, servers, peripherals and all telecommunications and network assets and equipment and other similar or related items of automated, computerized, and/or software systems, infrastructure, and assets or equipment.

“Tax” or “Taxes” means (a) all federal, state, local, foreign and other taxes, customs, duties, charges, fees, levies, penalties or other assessments, fees, unclaimed property and escheat payments, and other governmental charges imposed by any Government Authority, including any income, excise, gross receipts, ad valorem, value-added (including VAT), sales, use, production, employment, unemployment, severance, franchise, profits, registration, license, lease, service, service use, environmental, recording, documentary, telecommunications, filing, permit or authorization, stamp, business and occupation, gains, property, leasing, transfer, payroll, intangibles or other taxes, together with any interest and any penalties, additions to tax or additional amounts imposed by any Taxing Authority with respect thereto and (b) any liability in respect of the foregoing as a result of any obligation to indemnify any other Person, by operation of Law, as transferee or successor, by contract or otherwise.

“Tax Returns” means all returns and reports (including elections, declarations, disclaimers, notices, disclosures, schedules, estimates, claims (including claims for refunds) and information returns) supplied or required to be supplied to a Taxing Authority relating to Taxes.

“Taxing Authority” means any federal, state, local, or foreign jurisdiction (including any subdivision and any revenue agency of a jurisdiction) imposing Taxes and the agencies, if any, charged with the collection of such Taxes for such jurisdiction.

“Technology” means all technology, Software, designs, procedures, models, discoveries, processes, techniques, methods, ideas, know-how, research and development, tools, specifications, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship, and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings.

“Trademarks” means all trademarks, service marks, trade names, corporate names, trade dress, logos, brand names and other indicators of source or origin (including “look and feel”), including all applications, registrations, extensions and renewals of the foregoing and all goodwill associated with the foregoing.

“Transaction Agreements” means this Agreement, the TSA, the Bill of Sale, Assignment and Assumption Agreement, the Deeds, the Transferred Leased Property Assignment and Assumption Agreement, the IP Assignment Agreement, the Escrow Agreement, the Letters of Credit, the Limited Guarantee and any other agreements, instruments or documents required to be delivered at the Closing, in each case including all exhibits and schedules thereto and all amendments thereto made in accordance with the respective terms thereof.

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

“Transfer Taxes” means all sales, use, excise, gross receipts (other than gross receipts taxes in the nature of an income tax), transfer, stamp, and value added (including VAT)

Taxes and all, recording, documentary and filing fees imposed by any Government Authority with respect thereto in connection with the purchase and sale of the Transferred Assets pursuant to this Agreement.

“Transferred Books and Records” means all books, records, data (including Personal Data), files and papers, whether in hard copy or computer format, including sales and promotional literature, manuals and data, sales and purchase correspondence, customer lists, lists of suppliers, Tax Returns and records, and personnel and employment records, that are primarily related to the Transferred Assets.

“U.S.” means the United States of America.

“Willful Breach” means any material breach of this Agreement that is the consequence of an action or omission by such breaching party that actually knew that the acting of such action or the failure to take such action would be or cause a material breach of this Agreement. For the avoidance of doubt, Willful Breach shall exclude any action or failure to take any action that constitutes Funding Willful Breach.

“Wind-Up Date” means the earlier to occur of (a) the date upon which all of the Seller Parties’ corporate or limited liability company existences cease to exist, and (b) December 31, 2026.

Accounting Firm	Section 3.01(c)
Action	Exhibit A
Actual Completion Capex	Exhibit A
Adjustment Escrow Account	Section 3.01(b)(i)
Adjustment Escrow Amount	Section 3.01(b)(i)
Affiliate	Exhibit A
<u>Aggregate Per Diem Amount</u>	<u>Section 6.04(h)</u>
Aggregate Purchase Price	Section 3.01(a)
Agreed Financial Budget	Exhibit A
Agreement	Exhibit A
Agreement Date	Preamble
Allocation Dispute Resolution Period	Section 3.04
Alternative Financing	Section 6.12(d)
Alternative Transaction	Exhibit A
Anti-Corruption Laws	Exhibit A
Antitrust Laws	Exhibit A
As Adjusted Closing Payment	Section 3.01(e)(i)
Assumed Employee Plans	Exhibit A
Assumed Liabilities	Section 2.01(c)
Auction	Section 8.04
Audited Financial Statements	Section 4.04(a)
Available Contract Schedule	Section 2.04(b)
Avoidance Actions	Exhibit A

Back-up Termination Date	Exhibit A
Balance Sheet Date	Section 4.04(a)
Bankruptcy and Equity Exception	Exhibit A
Bankruptcy Cases	Preliminary Statements
Bankruptcy Code	Preliminary Statements
Bankruptcy Court	Preliminary Statements
Base Price	Section 3.01(a)
Bid Deadline	Exhibit A
Bidding Procedures Motion	Exhibit A
Bidding Procedures Order	Exhibit A
Bill of Sale, Assignment and Assumption Agreement	Section 3.03(a)(iii)
Binder Agreement	Section 6.13(a)
Break-Up Fee	Section 8.01
BTOP	Exhibit A
BTOP Applications	Exhibit A
BTOP Grants	Exhibit A
Budgeted Capex	Exhibit A
Budgeted Capex Shortfall	Exhibit A
Business	Exhibit A
Business Day	Exhibit A
Business Intellectual Property	Exhibit A
Business Registered IP	Exhibit A
Business Systems	Exhibit A
Business Technology	Exhibit A
Buyer	Preamble
Buyer Arrangements	Section 6.11
Buyer Parent	Preamble
Buyer Parent Specified Persons	Exhibit A
Buyer Plans	Section 6.08(c)(ii)
Buyer Released Parties	Section 7.07(a)
Buyer Releasing Party	Section 7.07(c)
Buyer Savings Plan	Section 6.08(e)
Buyer Transaction Agreements	Exhibit A
Buyer Transactions	Exhibit A
Buyer's Estimated Closing Statement	Section 3.01(b)(i)
Buyer's Initial Notice of Disagreement	Section 3.01(b)(i)
Capex Measurement Period	Exhibit A
Cash	Exhibit A
Causes of Action	Exhibit A
<u>CFIUS Escrowed Amount</u>	<u>Section 6.04(h)</u>
Change	Exhibit A
Closing	Section 2.03
Closing Conditions	Exhibit A

Closing Date	Section 2.03
Closing Deposit Amount	Section 3.01(a)
Closing Payment	Section 3.01(a)
COBRA	Exhibit A
Code	Exhibit A
Commercially Reasonable Terms	Section 6.12(d)
Commitment Letters	Section 5.05(a)
Communications Laws	Exhibit A
Competing Bid	Section 8.02
Confidentiality Agreements	Exhibit A
Consent	Exhibit A
Contract	Exhibit A
Contracting Parties	Section 12.18(a)
Control	Exhibit A
Covered Employee	Exhibit A
Crystallization Date	Section 3.01(b)(ii)
Cure Costs	Exhibit A
Cure Notice	Section 2.04(b)
Cut-Off Date	Section 2.02
Dataroom	Section 4.24(b)
Debt	Exhibit A
Debt Commitment Letters	Section 5.05(a)
Debt Financing	Section 5.05(a)
Debt Financing Source Provisions	Exhibit A
Debt Financing Sources	Exhibit A
Deed(s)	Section 3.03(a)(vii)
Deposit Escrow Account	Section 3.02(a)
Deposit Escrowed Amount	Section 3.02(a)
Deposit Escrowed Funds	Section 3.02(c)
Deposits	Exhibit A
Designation Deadline	Section 2.04(d)
DIP Credit Agreement	Exhibit A
DIP Lender	Exhibit A
Disclosure Schedules	Exhibit A
Disputed Item Percentage	Exhibit A
Disputed Items	Section 3.01(b)(ii)
Effective Date	Section 2.02
Effective Time	Exhibit A
Employee Plans	Exhibit A
Employment Terms	Section 6.08(a)
Enforcement Expenses	Section 11.03(b)
Environmental Law	Exhibit A
Environmental Permit	Exhibit A

Equity Commitment Letter.....	Section 5.05(a)
Equity Financing.....	Section 5.05(a)
ERISA.....	Exhibit A
Escrow Agent.....	Section 3.02(a)
Escrow Agreement.....	Exhibit A
Escrow Funding Date.....	Section 6.04(h)
Estimated Closing Payment.....	Section 3.01(b)(i)
Estimated Closing Statement.....	Section 3.01(b)(i)
Excluded Assets.....	Section 2.01(b)
Excluded Benefits.....	Section 6.08(a)
Excluded Business.....	Exhibit A
Excluded Contracts.....	Section 2.01(b)(i)
Excluded Liabilities.....	Section 2.01(d)
Executory Contract.....	Exhibit A
Exhibits.....	Exhibit A
Ex-Im Laws.....	Exhibit A
Expense Reimbursement.....	Section 8.01
Expense Reimbursement Amount.....	Section 3.01(a)
FCC.....	Exhibit A
FCC Applications.....	Exhibit A
FCC Approval.....	Exhibit A
FCC Deemed Affiliate.....	Exhibit A
Fee Letter.....	Section 5.05(a)
Final Specified Disputed Item Amount.....	Section 3.01(c)(ii)
Financial Statements.....	Section 4.04(a)
Financing.....	Section 5.05(a)
First Extension Outside Date.....	Section 11.01(d)
Former Covered Employees.....	Exhibit A
Fraud.....	Exhibit A
Funding Willful Breach.....	Exhibit A
Funding Willful Breach Cap.....	Exhibit A
GAAP.....	Exhibit A
Government Approvals.....	Section 6.04(a)
Government Authority.....	Exhibit A
Government Contract.....	Exhibit A
Greater Disputed Item Amount.....	Exhibit A
Guaranteed Obligations.....	Section 12.10
Hazardous Materials.....	Exhibit A
Holdback Contract.....	Section 2.02
HSR Act.....	Exhibit A
IL Divested Business.....	Exhibit A
IL Divested Business Assets.....	Exhibit A
IL Divested Business Liabilities.....	Exhibit A

IL Divesture APA	Exhibit A
<u>Incremental Escrowed Funds</u>	<u>Section 6.04(h)</u>
Initial Outside Date	Section 11.01(d)
Insurance Policies	Exhibit A
Insurance Policy Claims	Section 7.06
Intellectual Property	Exhibit A
Intercompany	Exhibit A
Interim Arrangement	Section 2.02
Inventory	Section 2.01(a)(xii)
IP Assignment Agreement	Section 3.03(a)(iv)
IRS	Exhibit A
IRU Agreements	Exhibit A
IRUs	Exhibit A
Joint Written Instructions	Exhibit A
Knowledge of Seller Parent	Exhibit A
Labor Agreement	Section 4.11(a)(ii)
Latest Balance Sheet	Section 4.04(a)
Law	Exhibit A
LC Draw Certification	Section 3.02(a)
LC Issuer	Exhibit A
LC Outside Date	Section 3.02(a)
Lenders	Section 5.05(a)
Lesser Item Amount	Exhibit A
Letter of Credit Amount	Exhibit A
Letter of Credit Funding	Section 11.03(b)
Letters of Credit	Exhibit A
Liabilities	Exhibit A
Liabilities Consideration	Section 3.01(a)
Lien	Exhibit A
<u>Lien</u>	<u>Exhibit A</u>
<u>Limited Guarantee</u>	<u>Section 4.24</u>
Lookback Date	Exhibit A
Material Adverse Effect	Exhibit A
Material Contracts	Section 4.11(a)
Measurement Date	Section 3.01(b)(i)
MO Divested Business	Exhibit A
MO Divested Business Assets	Exhibit A
MO Divested Business Liabilities	Exhibit A
MO Divestiture	Exhibit A
Negative Adjustment Amount	Section 3.01(e)(iv)
Net Disputed Item Amount	Exhibit A
NOAA	Exhibit A
Non-party Affiliates	Section 12.18(a)
Non-Separated Contract	Section 6.10(c)

Notice of Disagreement	Section 3.01(b)(ii)
NTIA	Exhibit A
NTIA/NOAA Approval	Exhibit A
Order	Exhibit A
Ordinary Course of Business	Exhibit A
<u>Original Agreement</u>	<u>Preliminary Statements</u>
<u>Original Agreement Date</u>	<u>Preliminary Statements</u>
<u>Original Equity Commitment Letter</u>	Section 6.12(g)
Organizational Documents	Exhibit A
Outside Date	Section 11.01(d)
PA Business	Exhibit A
Parent	Section 5.05(a)
Parties	Preamble
<u>Per Diem Amount</u>	<u>Section 6.04(h)</u>
Permits	Exhibit A
Permitted Liens	Exhibit A
Person	Exhibit A
Personal Data	Exhibit A
Petition Date	Exhibit A
Physical Network	Section 4.15(c)
Plan Confirmation Date	Section 2.02
Positive Adjustment Amount	Section 3.01(e)(ii)
	
Pre-Closing Period	Exhibit A
Prior Counsel	Section 12.20
Privacy Laws	Exhibit A
Pro Rata Annual Bonus Amount	Section 6.08(j)
Processing	Exhibit A
Prohibited Amendments	Section 6.12(c)
Purchase Price Allocation	Section 3.04
R&W Insurance Policy	Section 6.13(a)
Released Parties	Section 7.07(c)
Replacement Guarantees	Section 6.09
Representative	Exhibit A
Required Financing Amount	Section 5.05(e)
Resolution Period	Section 3.01(b)(ii)
Retained Set-Off Right	Section 2.01(b)(xx)
Sale Order	Exhibit A
Sample Statement	Section 3.01(b)(i)
Sanctioned Person	Exhibit A
Sanctions	Exhibit A
Satisfaction Date	Section 2.03
Second Extension Outside Date	Section 11.01(d)

Securities Act	Exhibit A
Seller 401(k) Plan	Section 6.08(c)
Seller Claims	Section 7.07(a)
Seller Group	Section 12.20
Seller Guarantees	Exhibit A
Seller Parent	Preamble
Seller Parent Fundamental Representations	Exhibit A
Seller Parent's Bankers	Section 4.16
Seller Party	Preliminary Statements
Seller Related Parties	Section 6.13(c)
Seller Releasing Party	Section 7.07(a)
Seller Transaction Agreements	Exhibit A
Seller Transaction Expenses	Exhibit A
Seller Transactions	Exhibit A
Separated Business Contract	Section 6.10(a)
Severance Arrangements	Section 6.08(a)
Shared Contract Designation Notice	Section 6.10(a)
Shared Customer Contract	Exhibit A
Software	Exhibit A
<u>Sole Closing Condition Date</u>	<u>Section 6.04(h)</u>
Specified 2.02 Contract	Section 2.02
Specified 6.10 Contract	Section 6.10(a)
Specified Reverse Termination Amount	Exhibit A
Specified Termination	Section 11.03(b)
Specified Unresolved Disputed Items	Section 3.01(c)
State PUC	Exhibit A
Subrogation Waiver Provision	Section 6.13(c)
Subsidiary	Exhibit A
Supplemental Financial Statements	Exhibit A
Surviving Covenants	Section 12.04
Surviving Provisions	Section 11.03(a)
Systems	Exhibit A
<u>Target Closing Date</u>	<u>Section 6.04(h)</u>
Tax Returns	Exhibit A
Tax(es)	Exhibit A
Taxing Authority	Exhibit A
Technology	Exhibit A
Termination Payment	Section 8.01
Third Party Beneficiary Provision	Section 6.13(c)
Third Party Consents	Section 6.05
Top Customers	Section 4.21
Top Vendors	Section 4.21
Trademarks	Exhibit A

Transaction Agreements	Exhibit A
Transaction Dispute	Section 12.14
Transactions	Exhibit A
Transfer Taxes	Exhibit A
Transferred Assets	Section 2.01(a)
Transferred Books and Records	Exhibit A
Transferred Contracts	Section 2.01(a)(iii)
Transferred Employee	Section 6.08(a)
Transferred Executory Contract	Section 2.04(d)
Transferred Leased Property Assignment and Assumption Agreement	Section 3.03(a)(iii)
Transferred Leased Real Property	Section 2.01(a)(ii)
Transferred Leases	Section 2.01(a)(ii)
Transferred Owned Real Property	Section 2.01(a)(i)
Transferred Permits	Section 2.01(a)(v)
Transferred Real Property	Section 2.01(a)(ii)
TSA	Section 3.03(a)(v)
U.S.	Exhibit A
Undisclosed Contract	Section 2.04(c)
Waived 280G Benefits	Section 6.11
Waiving Parties	Section 12.20
WARN Act	Section 4.13(g)
Willful Breach	Exhibit A
Wind-Up Date	Exhibit A

Exhibit B

Form of Bill of Sale, Assignment and Assumption Agreement

(See attached)

Exhibit C

Form of Transferred Leased Property Assignment and Assumption Agreement

(See attached)

Exhibit D

Form of IP Assignment Agreement

(See attached)

Exhibit E

Form of Transition Services Agreement

(See attached)

Exhibit F

Debt Commitment Letter

(See attached)

Exhibit G

Equity Commitment Letter

(See attached)

[To be filed under seal]

Exhibit H

LETTERS OF CREDIT

(See attached)

Exhibit I

Agreed Financial Budget

(See attached)

Exhibit J

Sample Statement

(See attached)¹

¹ Note to Draft: The body of Exhibit J to include the following: *"The amounts set forth in this Exhibit J as at the Agreement Date have been included for illustrative purposes only. The Closing Payment (and all components thereof) shall be determined in accordance with the terms and provisions of the Agreement. For the avoidance of doubt, in the event of an inconsistency between this Exhibit J and the Agreement, the terms of the Agreement shall control."*

Exhibit K

Form of LC Draw Certification

(See attached)

Exhibit L

Specified Matters

[To be filed under seal]

[REDACTED]

Schedule A

SELLER PARTIES

1. Midwest Fiber Acquisition TopCo LLC
2. Midwest Fiber Acquisition MidCo1 LLC
3. Midwest Fiber Acquisition LLC
4. Everstream Solutions LLC
5. Everstream GLC Holding Company, LLC
6. Everstream Networks LLC
7. American Fiber Comm L.L.C.
8. HRS Internet, LLC
9. Lynx Network Group, Inc.
10. 15955 State Street LLC
11. Rocket Fiber LLC
12. Lynx Fiber One, LLC
13. Lynx Fiber Two, LLC

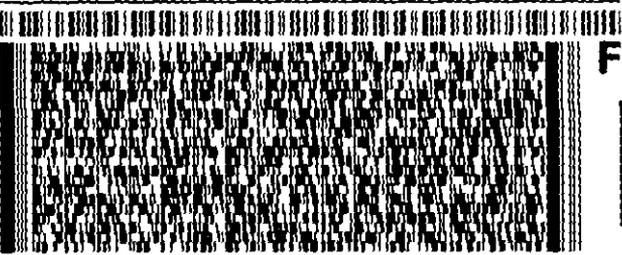
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STRETTO
NOTICING DEPARTMENT
410 EXCHANGE, STE 100
IRVINE, CA 92602
UNITED STATES US

SHIP DATE: 26JUL25
ACTWGT: 2.00 LB MAN
CAD: 0902665/CAFE3808
BILL SENDER

TO **ATTN: SECRETARY'S BUREAU**
PA PUBLIC UTILITY COMMISSION
COMMONWEALTH KEYSTONE BLDG 2NC
ROOM - N201
HARRISBURG PA 17120

(855) 781-1230
INV: 170167852935101

REF: EVERBTREAM MRF 9576616018

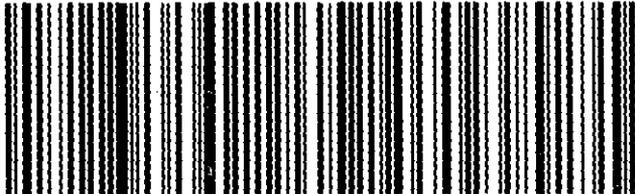


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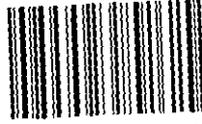
717-705-1952

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Agency: PUC

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