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Proposed Counsel for the Debtors
and Debtors In Possession

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:	: Chapter 11
	: (Subchapter V)
VTES, INC., <i>et al.</i> ,	:
	: Case No. 20-12941 (JLG)
Debtors. ¹	: Related Docket Nos. <u>24</u> , <u>32</u> , <u>65</u>
	: (Jointly Administered)
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NOTICE OF FILING PLAN SUPPLEMENT

PLEASE TAKE NOTICE that, on December 29, 2020, the above-captioned debtors and debtors in possession (each a “Debtor,” and collectively, the “Debtors”), filed the *Chapter 11 Plan of VTES, Inc. et al. Under Subchapter V of Chapter 11 of the Bankruptcy Code* [Docket No. 24]. On December 31, 2020, the Debtors filed the *Amended Chapter 11 Plan of the Debtors under Subchapter V of Chapter 11 of the Bankruptcy Code* [Docket No. 32]. On January 20, 2021, the Debtors filed the *Second Amended Chapter 11 Plan of the Debtors under Subchapter V of Chapter 11 of the Bankruptcy Code* [Docket No. 65] (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”).

¹ The Debtors in these Chapter 11 Cases are VTES, Inc., Savari, Inc., and Savari Systems Pvt. Ltd. The last four digits of VTES, Inc. and Savari, Inc.’s federal tax identification numbers are 3188 and 9745, respectively. The last four digits of Savari Systems Pvt. Ltd.’s registration number are 8251. The Debtors’ mailing address is 2005 De La Cruz Boulevard, Suite 111, Santa Clara, California 95050.

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file the Plan Supplement to the Plan² as set forth in the Plan and in accordance with the terms and conditions of the Asset Purchase Agreement.

PLEASE TAKE FURTHER NOTICE that the Plan Supplement consists of the following documents, as set forth in the Plan and/or the Asset Purchase Agreement:

Exhibit A: Asset Purchase Agreement

Exhibit B: First Amendment to Asset Purchase Agreement

Exhibit C: Exhibit 1 to Plan – Amended Liquidation Analysis

Exhibit D: Schedule 9.1 to Plan – Assumption Schedule

PLEASE TAKE FURTHER NOTICE that certain documents or portions thereof contained in the Plan Supplement remain subject to ongoing negotiations between the Debtors and certain interested parties with respect thereto. The Debtors reserve all rights, subject to the terms and conditions set forth in the Plan and the Asset Purchase Agreement, to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained therein, until such date as may be provided for in the Plan or an order of the Bankruptcy Court. Each of the documents contained in the Plan Supplement or its amendments are subject to certain content and approval rights to the extent provided in the Plan and the Asset Purchase Agreement.

PLEASE TAKE FURTHER NOTICE that the hearing to consider confirmation of the Plan has been scheduled for **February 19, 2021 at 2:00 p.m.**, (Prevailing Eastern Time), before the Honorable James L. Garrity, Jr., United States Bankruptcy Judge, One Bowling Green, New York, New York 10004.

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

PLEASE TAKE FURTHER NOTICE that **February 12, 2021, at 4:00 p.m.** (Prevailing Eastern Time) is established as the last date and time (the “Objection Deadline”) for filing and serving objections (the “Objections”) to (i) confirmation of the Plan; and/or (ii) the Debtors’ proposed assumption and assignment of the Assigned Contracts and related Cure Amounts under the Plan (as listed on the Assumption Schedule at Schedule 9.1 of the Plan). Objections not filed and served by the Objection Deadline in the manner set forth below may not be considered by the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that, to be considered by the Bankruptcy Court, Objections, if any, to the Plan and/or the assumption and assignment of the Assigned Contracts and related Cure Amounts, must (a) be in writing, (b) state the name and address of the objecting party and the amount and nature of the Claim or Interest of such party, (c) state with particularity the basis and nature of any Objection or proposed modification (including, as applicable, proposed Cure Amount modifications), and (d) be filed with the Court and served (with two single-sided copies to the Court’s chambers) so that they are actually received on or before the Objection Deadline by: (i) the Debtors, In re VTES, Inc., *et. al.*, 2005 De La Cruz Blvd., Suite #111, Santa Clara, CA 10016, Attn: Mr. Ravi Puvvala; (ii) proposed counsel for the Debtors, Griffin Hamersky LLP, 420 Lexington Avenue, Suite 400, New York, NY 10170, Attn: Scott A. Griffin, Esq. (sgriffin@grifflegal.com) and Michael D. Hamersky, Esq. (mhamersky@grifflegal.com); (iii) the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, NY 10014, Attn: Brian Masumoto, Esq.; (iv) the Subchapter V Trustee, Nat Wasserstein, Esq., Lindenwood Associates, LLC, 328 North Broadway, 2nd Floor, Upper Nyack, NY 10960 (nat@lindenwoodassociates.com); (v) counsel for the Debtors’ postpetition secured lender and proposed purchaser, Wiggin and Dana LLP, 437

Madison Avenue 35th Floor, New York, NY 10002, Attn: Andrew Ritter, Esq. (aritter@wiggin.com); and (vi) counsel for the Debtors' prepetition secured lender, Morrison & Foerster LLP, 250 West 55th Street, New York, NY 10019, Attn: Alex Rheume, Esq. (arheume@mofocom) and Benjamin Butterfield, Esq. (bbutterfield@mofocom). Objections not timely filed and served in accordance with the provisions of this Notice may not be heard and may be overruled.

PLEASE TAKE FURTHER NOTICE that copies of Plan and Plan Supplement, in addition to all other pleadings in these Cases may be obtained free of charge by visiting the website of Stretto at: <http://cases.stretto.com/VTES>. You may also obtain copies of any pleadings by visiting the Court's website at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

Dated: February 1, 2021
New York, New York

GRIFFIN HAMERSKY LLP

/s/ Scott A. Griffin

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PLAN SUPPLEMENT

The documents contained herein are provided in accordance with the *Second Amended Chapter 11 Plan of the Debtors under Subchapter V of Chapter 11 of the Bankruptcy Code* (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”)², and the Asset Purchase Agreement. Copies of such documents can also be obtained on the Debtors’ public restructuring website at <http://cases.stretto.com/VTES>. Certain documents or portions thereof contained in the Plan Supplement remain subject to ongoing negotiations among the Debtors and interested parties with respect to the applicable document and in accordance with the Plan and the Asset Purchase Agreement. The respective rights of the Debtors and the Purchaser are expressly reserved, subject to the terms and conditions of the Plan and the Asset Purchase Agreement, to amend, revise, or supplement the Plan Supplement and any of the documents and designations contained herein until such date as may be provided for in the Plan or an order of the Bankruptcy Court, and filing of the forms of documents set forth in this Plan Supplement shall not be deemed as acceptance of such document by any party to the Asset Purchase Agreement or a waiver of any of the rights of any such party under the Asset Purchase Agreement, the Bankruptcy Code or otherwise.

¹ The Debtors in these Chapter 11 Cases are VTES, Inc., Savari, Inc., and Savari Systems Pvt. Ltd. The last four digits of VTES, Inc. and Savari, Inc.’s federal tax identification numbers are 3188 and 9745, respectively. The last four digits of Savari Systems Pvt. Ltd.’s registration number are 8251. The Debtors’ mailing address is 2005 De La Cruz Boulevard, Suite 111, Santa Clara, California 95050.

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

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<u>Exhibit</u>	<u>Document</u>
A	Asset Purchase Agreement
B	First Amendment to Asset Purchase Agreement
C	Exhibit 1 to Plan – Amended Liquidation Analysis
D	Schedule 9.1 to Plan – Assumption Schedule

Plan Supplement Exhibit A
Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”) is made as of December 27, 2020, by and among Harman Becker Automotive Systems, Inc., a Delaware corporation (“Purchaser”), Savari, Inc., a California corporation (“Parent”), and each of Parent’s direct Subsidiaries (as defined below) listed on the signature pages hereto (collectively with Parent, “Sellers” and, each individually, a “Seller” and, together with Purchaser, the “Parties”).

WHEREAS, Sellers, together with Parent’s other wholly-owned Subsidiaries Savari HK Limited (the “Hong Kong Subsidiary”), Shanghai Savari Technology Co., Limited (the “Chinese Subsidiary”) and Savari GmbH (the “German Subsidiary”), are engaged in the business of building advanced wireless sensor hardware and software technologies for automotive manufacturers, aftermarket companies and “smart” cities (the “Business”);

WHEREAS, Sellers anticipate commencing cases under subchapter V of chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the “Bankruptcy Code”), by filing a voluntary petition for relief (the “Bankruptcy Cases”) with the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) on or about December 27, 2020 (the date the Bankruptcy Cases are commenced, the “Petition Date”);

WHEREAS, Sellers, as debtors and debtors-in-possession, will continue, prior to the Closing (as defined below), in the possession of their respective assets and in the management of their respective businesses pursuant to section 1184 of the Bankruptcy Code;

WHEREAS, Purchaser has agreed to fund Sellers’ ordinary course operations while these Transactions (as defined below) are pending, subject to the terms and conditions and otherwise as more particularly set forth below;

WHEREAS, Purchaser desires to purchase and assume from Sellers, and Sellers desire to sell, convey, transfer, assign and deliver to Purchaser, the Assets and Assumed Liabilities (each, as defined below) in accordance with this Agreement, in accordance with and subject to the Confirmation Order (as defined below), pursuant to Sections 105, 363, 365, 1123(a)(5)(D), 1129, 1141, 1146, 1190 and 1191 of the Bankruptcy Code; and

WHEREAS, the Parties acknowledge and agree that the purchase by Purchaser of the Assets and the assumption by Purchaser of the Assumed Liabilities are being made at arm’s length, in good faith and without intent to hinder, delay or defraud creditors of Sellers.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants, promises and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I DEFINITIONS

1.1 Definitions. Whenever used in this Agreement, the following words and phrases shall have the respective meanings ascribed to them as follows.

“Accounting Firm” has the meaning set forth in Section 2.6.

“Accounts Receivable” means all accounts receivable of Sellers outstanding as of the Closing Date in respect of goods actually shipped or services actually rendered prior to the Closing Date.

“Accounts Receivable Payment” has the meaning set forth in Section 2.9.

“Action” means any demand, claim, action, suit, proceeding, arbitral action or criminal prosecution by or before any Governmental Authority.

“Additional Employees” has the meaning set forth in Section 8.1(a).

“Acquisition Proposal” has the meaning set forth in Section 5.6.

“Affiliate” means, with respect to any Person, any other Person which directly or indirectly controls, is controlled by or is under common control with such Person. For purposes of this definition “control” means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning set forth in the preamble.

“Ancillary Agreements” means, together, the Assignment and Assumption Agreement, the Bill of Sale and the Assignment of Intellectual Property.

“Annual Financial Statements” has the meaning set forth in Section 3.9.

“Assets” means, other than the Excluded Assets, all of Sellers’ tangible and intangible assets, properties, rights, claims and contracts owned, leased and/or licensed by any Seller of every kind, character and description, whether accrued, contingent or otherwise, existing as of the Closing, including, without limitation those Assets set forth in Section 2.1.

“Assignment and Assumption Agreement” means that certain assignment and assumption agreement to be entered into at Closing, substantially in the form attached hereto as Exhibit A.

“Assignment of Intellectual Property” means that certain Intellectual Property assignment agreement to be entered into at Closing with respect to the Intellectual Property of Sellers, substantially in the form attached hereto as Exhibit B.

“Assumed Contracts” has the meaning set forth in Section 2.1(b).

“Assumed Liabilities” has the meaning set forth in Section 2.3.

“Avoidance Actions” means all causes of action arising under Chapter 5 of the Bankruptcy Code.

“Bankruptcy Cases” has the meaning set forth in the recitals.

“Bankruptcy Code” has the meaning set forth in the recitals.

“Bankruptcy Court” means the United States Bankruptcy Court for the District of New York or, as applicable, such other United States Bankruptcy Court of competent jurisdiction.

“Bankruptcy Rules” has the meaning set forth in Section 5.7.

“Bill of Sale” means that certain bill of sale to be entered into at Closing with respect to the Assets, substantially in the form attached hereto as Exhibit C.

“Budget” means the “Budget” as such term is defined in the DIP Credit Agreement.

“Business” has the meaning set forth in the recitals.

“Business Day” means a day other than a Saturday, Sunday or any other day on which commercial banks located in New York, New York are required or authorized to be closed for business.

“Business Intellectual Property” means all Intellectual Property that is owned or held for use by any of the Sellers.

“Business IP Agreements” means all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, permissions and other Contracts (including any right to receive or obligation to pay royalties or any other consideration), whether written or oral, relating to Business Intellectual Property or any other Intellectual Property used in or held for use in the Business to which any Seller is a party, beneficiary or otherwise bound, excluding any shrink-wrap, click-wrap or similar commercially available off-the-shelf software licenses that have not been modified or customized by a third party in connection with the Business.

“Business IP Registrations” means all Business Intellectual Property that is subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names and copyrights, issued and reissued patents and pending applications for any of the foregoing.

“Business IT Systems” means all Software, computer hardware, servers, networks, platforms, peripherals and similar or related items of automated, computerized or other information technology networks and systems (including telecommunications networks and systems for voice, data, and video) owned, leased, licensed or used (including through cloud-based or other third-party service providers) in the conduct of the Business as currently or formerly conducted or as proposed to be conducted.

“CARES Act” means the Coronavirus Aid, Relief and Economic Security Act of 2020, as well as any related sections of such statute, and any regulations promulgated thereunder or requirements of the United States Small Business Administration, in each case as any may be further amended, and the related Paycheck Protection Program and Healthcare Enhancement Act of 2020 and Paycheck Protection Program Flexibility Act of 2020, as may be amended.

“Chinese Subsidiary” has the meaning set forth in the recitals.

“Claim” means any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, known or unknown; or any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, known or unknown.

“Closing” has the meaning set forth in Section 11.1.

“Closing Date” has the meaning set forth in Section 11.1.

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

“Confidentiality Agreement” means that certain Mutual Non-Disclosure Agreement by and between Purchaser and Parent.

“Confirmation Hearing” means the hearing conducted by the Bankruptcy Court to consider approval of the Sellers’ joint chapter 11 plan, which plan shall provide for the approval of the sale of the Assets.

“Confirmation Order” means the order of the Bankruptcy Court approving the Sellers’ joint chapter 11 plan, which plan shall provide for the sale of the Assets.

“Contracts” means all commitments, contracts, leases, licenses, agreements and understandings, written or oral, relating to the Assets or the operation of the Business to which any Seller is a party or by which any Seller or any of the Assets are bound.

“Cure Amounts” means all amounts payable in connection with the cure of monetary defaults under any of the Assumed Contracts to the extent required by section 365(b) of the Bankruptcy Code.

“Disclosure Schedules” has the meaning set forth in Article III.

“DIP Financing” means the debtor-in-possession financing facility under the DIP Credit Agreement.

“DIP Credit Agreement” means that certain Senior Secured, Superpriority Debtor-in-Possession Credit Agreement, dated as of on or around December 29, 2020, by and among Sellers and Purchaser, as may be amended from time to time.

“DIP Order” means any Order of the Bankruptcy Court authorizing and approving the DIP Financing (on an interim or a final basis) on terms satisfactory in form and substance to Purchaser.

“Documents” has the meaning set forth in Section 2.1(h).

“EIDL Program” means the Economic Injury Disaster Loan Program under Section 7(b) of the United States Small Business Act of 1954, as may be amended from time to time, as modified by the CARES Act.

“Employee” means any employee of Sellers immediately prior to the Closing Date.

“Encumbrances” means, with respect to any Asset, any mortgage, deed of trust, pledge, security interest, lien, charge, lease, claim, encumbrance, option, right of first refusal, imperfection of title, restrictive covenant, easement, servitude, proxy, voting trust or agreement, transfer restriction under any shareholder or similar agreement or any other restrictions or third party rights.

“Environmental Laws” means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 through 2629; the Oil Pollution Act, 33 U.S.C. § 2701 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. § 11001 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f through 300j, and all similar Laws (including implementing regulations) or Orders of any Governmental Authority having jurisdiction over the Assets in question, addressing natural resources, pollution or protection of the environment or human health and safety (to the extent related to the exposure to Hazardous Materials).

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder

“Excluded Assets” has the meaning set forth in Section 2.2.

“Excluded Cash” has the meaning set forth in Section 2.1(o).

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Financial Advisors” has the meaning set forth in Section 3.8.

“GAAP” means generally accepted accounting principles of the United States consistently applied, as in effect from time to time.

“German Subsidiary” has the meaning set forth in the recitals.

“Governmental Authority” means any United States federal, state or local government or any foreign government, or political subdivision thereof, or any authority, agency or commission entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, any court or tribunal (or any department, bureau or division thereof), or any arbitrator or arbitral body.

“Hazardous Materials” means (a) any petrochemical or petroleum products, radioactive materials, asbestos, polychlorinated biphenyls, and radon gas; (b) any chemicals, materials or substances defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “restricted hazardous materials,” “extremely hazardous substances,”

“toxic substances,” “contaminants” or “pollutants” or words of similar meaning and regulatory effect, which is prohibited, limited, or regulated by any applicable Environmental Law.

“Hong Kong Subsidiary” has the meaning set forth in the recitals.

“Intellectual Property” means all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to the Laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing; (b) internet domain names, whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority, web addresses, web pages, websites and related content, accounts with Twitter, Facebook, Instagram and other social media companies and the content found thereon and related thereto and all other indicia of origin, identifiers including social media identifiers, trade dress and similar rights and URLs; (c) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all registrations, applications for registration and renewals of such copyrights; (d) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential and proprietary information and all rights therein; (e) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models); and (f) Software and firmware, including data files, source code, object code, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation.

“Interim Financial Statements” has the meaning set forth in Section 3.9.

“Inventory” means all inventory (including finished goods, supplies, work in progress, spare, replacement and component parts) to the extent used in connection with the Business, maintained or held by, stored by or on behalf of, or in transit to, any of Sellers and to which Sellers have title.

“Key Employees” has the meaning set forth in Section 8.1(a).

“Sellers’ Knowledge” or any other similar knowledge qualification, means the actual or constructive knowledge of Sellers or the directors or executive officers of any of the Sellers, in each case after due inquiry (including, but not limited to, in the case of the directors or executive officers of any of the Sellers, inquiry of such directors’ and executive officers’ respective direct reports with respect to the subject matter(s) such direct reports would be expected to address in the course or performance of his or her position with the Sellers).

“Law” means any federal, state, local or foreign statute, law, code, ordinance, Order, rule, regulation, common law requirement, policy, guideline or agency requirement of or undertaking to or agreement with any Governmental Authority.

“Leased Real Property” has the meaning set forth in Section 3.19.

“Liability” means any unsatisfied debt, liability, obligation, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, or obligation of any kind, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed, including all costs and expenses relating thereto.

“Material Adverse Effect” means any event, circumstance, change, occurrence or state of facts that has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Business, financial condition or results of operations of Sellers, taken as a whole.

“Material Contract” means any Contract with a customer, vendor, supplier, distributor or other counterparty that is material to the Business.

“Ordinary Course of Business” means the ordinary and usual course of normal day to day operations of the Business consistent with past practice.

“Order” means any order, judgment, writ, injunction, decree, settlement, stipulation, decision, ruling, subpoena, verdict or award of any Governmental Authority.

“Organizational Documents” means, with respect to any Person (other than an individual), (a) the certificate or articles of incorporation or organization and any joint venture, limited liability company, operating or partnership agreement and other similar documents adopted or filed in connection with the creation, formation or organization of such Person and (b) all by-laws, voting agreements and similar documents, instruments or agreements relating to the organization or governance of such Person, in each case, as amended or supplemented.

“Parent” has the meaning set forth in the preamble.

“Parties” has the meaning set forth in the preamble.

“Paycheck Protection Program” means the loan program created by Section 1102, et seq., of the CARES Act and the implementing regulations under the CARES Act.

“Permits” means all material approvals, permits, certificates, qualifications, authorizations, licenses, franchises, consents, Orders and registrations, together with all modifications, amendments, supplements and extensions thereof, of all United States federal, state and local Governmental Authorities and any other Person that are necessary for Sellers to own the Assets.

“Person” means any individual or corporation, association, partnership, limited liability company, joint venture, joint stock or other company, business trust, trust, organization, Governmental Authority or other entity of any kind.

“Petition Date” has the meaning set forth in the recitals.

“Post-Closing Tax Period” means all taxable years or other taxable periods that end after the Closing Date and, with respect to any taxable year or other taxable period beginning on or before and ending after the Closing Date, the portion of such taxable year or period beginning after the Closing Date.

“Pre-Closing Period” has the meaning set forth in Section 5.3.

“Pre-Closing Tax Period” means all taxable years or other taxable periods that end on or before the Closing Date and, with respect to any taxable year or other taxable period beginning on or before and ending after the Closing Date, the portion of such taxable year or period ending on and including the Closing Date.

“Property Taxes” has the meaning set forth in Section 12.2.

“Providing Party” has the meaning set forth in Section 7.1(b).

“Purchase Price” has the meaning set forth in Section 2.5.

“Purchaser” has the meaning set forth in the preamble.

“Real Property Leases” has the meaning set forth in Section 3.19.

“Recoupable Cure Amount” has the meaning set forth in Section 2.9.

“Requesting Party” has the meaning set forth in Section 7.1(b).

“Sellers” has the meaning set forth in the preamble.

“Software” means all (i) computer software, including programs and applications, software implementations of algorithms, models and methodologies, whether in source code, object code or executable code format, and including systems software and application software (including mobile apps); (ii) data, databases, and compilations, including metadata and datafeeds, whether machine readable or otherwise; (iii) algorithms, descriptions, flow- charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, middleware, development tools, templates, menus, buttons and icons; and (iv) documentation therefor, including user manuals and other training documentation related to any of the foregoing, in each case, including all copyrights therefor.

“Stimulus Loan” means any indebtedness or other assistance (whether or not forgivable or characterized as a grant or an advance) to which any of the Sellers is a party or to which any assets of the Business are subject (including by granting of security interest or other Encumbrance) under the Paycheck Protection Program, the EIDL Program, or any other any other federal, state or local Governmental Authority’s stimulus program or economic relief plan in connection with the COVID-19 global pandemic.

“Subsidiary” means, with respect to any Person, any corporation or other business entity, whether or not incorporated, of which more than fifty percent (50%) of the securities or equity interests are owned or have, by their terms, ordinary voting power to elect members of the board of directors or managers, or other persons performing similar functions with respect to such entity, are held, directly or indirectly, by such Person.

“Tax” or “Taxes” means (i) all federal, state, local and foreign taxes, charges, fees, imposts, levies or other assessments, including income, gross receipts, excise, employment, sales, use, transfer, license, payroll, franchise, stamp, withholding, social security, unemployment, real property, personal property, alternative or add on minimum, estimated or other taxes, charges, fees, imposts, levies or other assessments, including any interest, penalties or additions thereto, whether disputed or not, and (ii) any Liability for any items described in clause (i) payable by reason of transferee, successor or secondary liability, contract, assumption or operation of law (including Treasury Regulation 1.1502-6).

“Tax Return” means any report, return, information return, filing, claim for refund or other information, including any schedules or attachments thereto, and any amendments to any of the foregoing supplied or required to be supplied to a Taxing Authority in connection with Taxes.

“Taxing Authority” means any Governmental Authority responsible for the administration or the imposition of any Tax.

“Termination Date” has the meaning set forth in Section 11.2(b).

“Transaction Taxes” has the meaning set forth in Section 12.1.

“Transactions” mean the transactions contemplated by this Agreement, the Ancillary Agreements and all other transactions and agreements contemplated hereby and thereby.

“Transferred Employees” has the meaning set forth in Section 8.1(a).

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

“WARN Act” means, collectively, the Worker Adjustment and Retraining Notification Act of 1988, as amended, and any other similar statutes or regulations of any jurisdiction relating to any plant closing or mass layoff (or such similar terms as used in such statutes or regulations).

ARTICLE II

PURCHASE, SALE AND ASSIGNMENT OF PURCHASED ASSETS

2.1 Sale of Assets. Subject to the terms and conditions of this Agreement, at Closing, Sellers shall sell, convey, transfer, assign and deliver to Purchaser, and Purchaser shall purchase from Sellers, all of Sellers’ right, title and interest in the Assets, free and clear of all Encumbrances (other than Assumed Liabilities) including all of Sellers’ right, title and interest in the following:

(a) all real property and tangible personal property owned or used by any Seller including, without limitation, all machinery, equipment, computers, furniture, furnishings, fixtures, office supplies, vehicles, and tools that relate in any way to the Business, including the property listed or described in Section 2.1(a) of the Disclosure Schedules (as may be amended in accordance with the last paragraph of this Section 2.1);

(b) all Contracts listed or described in Section 2.1(b) of the Disclosure Schedules, as may be amended by Purchaser in accordance with the last paragraph of this Section 2.1 (“Assumed Contracts”);

(c) all Inventory, including the Inventory listed or described in Section 2.1(c) of the Disclosure Schedules (as may be amended in accordance with the last paragraph of this Section 2.1);

(d) all Intellectual Property (including all goodwill associated therewith or symbolized thereby), including the Intellectual Property listed or described in Section 2.1(d) of the Disclosure Schedules (as may be amended in accordance with the last paragraph of this Section 2.1);

(e) all Business IT Systems, including the Business IT Systems listed or described in Section 2.1(e) of the Disclosure Schedules (as may be amended in accordance with the last paragraph of this Section 2.1);

(f) all Accounts Receivable and other rights to payment (whether current or noncurrent), and all claims, remedies and/or causes of action related to the foregoing;

(g) all Permits that relate in any way to the Business (to the extent transferrable to Purchaser), including the Permits listed or described in Section 2.1(g) of the Disclosure Schedules (as may be amended in accordance with the last paragraph of this Section 2.1);

(h) customer and vendor lists used by any Seller (or any of Parent’s non-Seller Subsidiaries, including the Hong Kong Subsidiary, the Chinese Subsidiary and the German Subsidiary) in the Business, including all available names, addresses, electronic mail addresses and telephone numbers of customers and vendors and such other customary information as Purchaser may reasonably request be included in such lists;

(i) all books and records, files, data, reports, computer codes and sourcing data, advertiser and supplier lists, cost and pricing information, business plans, and manuals, blueprints, research and development files, personnel records for Employees and other records that relate in any way to the Business (but excluding any personnel records with respect to former employees of Sellers and excluding personnel records with respect to Employees which Sellers are prohibited by Law from providing to Purchaser or the transfer of which would require Employee consent) (collectively, the “Documents”);

(j) all marketing, advertising and promotional materials;

(k) any interest in warranties, representations and guarantees made by suppliers, manufacturers and contractors in connection with products or services of the Business, or affecting the Assets;

(l) all goodwill associated with the Business and/or the Assets;

(m) all telephone, telex and telephone facsimile numbers and other directory listings used in connection with the Business;

(n) all of Sellers' right in and to any existing lawsuits and any unfiled legal claims against third parties with respect to the Assets, Assumed Contracts or any Assumed Liabilities; and

(o) except for the Purchase Price, all cash and cash equivalents, including checks, commercial paper, treasury bills, certificates of deposit and other bank deposits, instruments and other investments, including any cash collateral that is collateralizing any letters of credit, other than (i) any such cash or cash equivalents necessary to cover checks or similar draws outstanding on the Closing Date to the extent such checks or similar draws are consistent with the Budget and (ii) any such cash or cash equivalents to the extent that such cash or cash equivalents exceed, after giving effect to the exclusion provided in the immediately foregoing clause (i), the aggregate outstanding Advances (as defined in the DIP Credit Agreement) as of immediately prior to the Closing (the foregoing clauses (i) and (ii), the "Excluded Cash").

Purchaser shall have the right at any time prior to three (3) days prior to the Closing Date to amend Section 2.1(b) of the Disclosure Schedules so as to (i) exclude any Contract from being an Assumed Contract (it being understood that any such Contract excluded from being an Assumed Contract shall be treated as an Excluded Asset) or (ii) include any additional Contract as an Assumed Contract. A schedule of Assumed Contracts and any Cure Amounts relating thereto shall be filed by Sellers with the Bankruptcy Court and served on the counterparties to the Assumed Contracts in advance of the Confirmation Hearing. Notwithstanding anything contained herein, in the event Purchaser is not satisfied with the final Cure Amount in respect of any Assumed Contract, as determined by the Bankruptcy Court prior to or following Closing, Purchaser may, in its sole discretion, elect to reject such Contract by written notice to Sellers, the counterparty to such Contract and the Bankruptcy Court and any Contracts so rejected shall be deemed to be Excluded Assets for purposes of this Agreement, provided, that no such rejection shall effect the Purchase Price payable by Purchaser hereunder and Purchaser shall not have a right of termination of this Agreement as a result therefrom. Purchaser shall also have the right, at any time prior to three (3) days prior to the Closing Date, to amend Section 2.2(b) of the Disclosure Schedules so as to include any additional assets as being Excluded Assets (including any real property or Business IT Systems that Purchaser wishes to treat as Excluded Assets pursuant to this Agreement). Additionally, to the extent the Parties identify additional Assets that should be included in Sections 2.1(a), 2.1(c), 2.1(d), 2.1(e) or 2.1(g) of the Disclosure Schedules, the Parties shall cooperate in good faith to amend such sections of the Disclosure Schedules to include such omitted assets.

2.2 Excluded Assets. Notwithstanding the generality of Section 2.1, the following assets are not a part of the sale and purchase contemplated by this Agreement and are excluded from the Assets (collectively, the “Excluded Assets”):

- (a) any Contracts other than the Assumed Contracts;
- (b) those assets of Sellers set forth on Section 2.2(b) of the Disclosure Schedules, the Purchase Price and any Excluded Cash;
- (c) all proceeds and claims for refund or credit of Taxes and other Governmental Authority charges of whatever nature, and any other Tax benefits, arising out of or attributable to any Pre-Closing Tax Period;
- (d) all corporate minute books, stock transfer books, the corporate seal of Sellers and all other corporate books and records relating to Sellers’ organization and existence, and Documents (i) related to any Excluded Assets or Excluded Liabilities (including, without limitation, those which are subject to attorney-client or other privilege), (ii) which Sellers are required by Law to retain in its possession, (iii) prepared primarily in connection with the Transactions, (iv) relating to personnel records of former employees of Sellers who do not become employees of Purchaser, (v) relating to personnel records of Employees but which Sellers are prohibited by Law (or Contract) from providing to Purchaser or the transfer of which would require Employee consent or (vi) any records, data, customer information or any other item that is part of the customer database which Sellers are prohibited by Law (or Contract) from providing to Purchaser or the transfer of which would require consent if the required consent has not been provided;
- (e) any shares of stock or other equity interests in Parent or any Subsidiary of Parent; and
- (f) all rights or assets of any Seller relating to any employee benefit plan and all rights or assets of any employee benefit plan (including any insurance policies, annuity contracts or assets held in trust) sponsored, maintained or contributed to by any Seller for the benefit of its current or former employees.

2.3 Assumed Liabilities. Notwithstanding anything to the contrary in this Agreement, Purchaser shall only assume the following Liabilities of Sellers (collectively, the “Assumed Liabilities”):

- (a) all Liabilities relating to Purchaser’s ownership or Purchaser’s use of the Assets or otherwise relating to Purchaser’s operation of the Business, in each case, arising after the Closing;
- (b) all Cure Amounts with respect to the Assumed Contracts, but not any Contracts rejected or not assumed by Purchaser; and
- (c) all Liabilities for Taxes arising out of or attributable to Purchaser’s operation of the Business on and after the Closing Date (as determined in accordance with Section 12.2).

2.4 Excluded Liabilities. Sellers acknowledge and agree that pursuant to the terms and provisions of this Agreement, Purchaser will not assume any Liability of Sellers, other than the Assumed Liabilities. In furtherance, and not in limitation, of the foregoing, except for the Assumed Liabilities, neither Purchaser nor any of its Affiliates shall assume, and shall not be deemed to have assumed, and Sellers shall retain any debt, Claim, obligation or other Liability of Sellers whatsoever, including, but not limited to the following (collectively, the “Excluded Liabilities”):

- (a) all Liabilities which are not Assumed Liabilities, including but not limited to any claims under sections 503 and 507 of the Bankruptcy Code, other than Liabilities assumed pursuant to Section 2.3;
- (b) all Liabilities with respect to any Excluded Assets;
- (c) all Liabilities with respect to any and all indebtedness of any Seller for borrowed money;
- (d) all penalties, fines, settlements, interest, costs and expenses arising out of or incurred as a result of any actual or alleged violation by any Seller of any Law prior to the Closing;
- (e) all Liabilities for Taxes arising out of or attributable to the operation of the Business prior to the Closing (as determined in accordance with Section 12.2) and all other liabilities for Taxes of Sellers that are not Assumed Liabilities;
- (f) all Liabilities under the WARN Act; and
- (g) all Liabilities for fees and expenses (i) relating to the negotiation and preparation of this Agreement and (ii) relating to the Transactions, in each case, to the extent incurred by Sellers.

2.5 Purchase Price. The aggregate purchase price for the Assets (the “Purchase Price”) shall equal the sum of: (i) Four Million Five Hundred Thousand Dollars (\$4,500,000.00) in cash (the “Closing Payment”), plus (ii) Purchaser’s credit bid of all outstanding Obligations under the DIP Financing, plus (iii) the assumption of the Assumed Liabilities, plus (iv) to the extent that any Accounts Receivable Payments become payable, the Accounts Receivable Payments pursuant to Section 2.9.

2.6 Allocation of Purchase Price. Within sixty (60) days following the Closing Date, Purchaser shall deliver to Sellers a proposed allocation of the Purchase Price (including the Assumed Liabilities and any other amounts properly included therein) among the Assets in accordance with Section 1060 of the Code and Treasury Regulations thereunder (and any similar provision of state, local or foreign Law, as applicable). Sellers shall have thirty (30) days following receipt of Purchaser’s proposed allocation to review and comment on such proposed allocation, and Purchaser shall consider such comments in good faith. If and to the extent the Parties are unable to agree on the allocation, the Parties shall retain a mutually agreed upon accounting firm of national repute (the “Accounting Firm”) to resolve such dispute. The determination of the Accounting Firm with respect to any such disagreement shall be final and binding upon each Party

(absent fraud or manifest error) and the decision of the Accounting Firm shall constitute an arbitral award that is final, binding, and non-appealable (absent fraud or manifest error) and upon which a judgment may be entered by a court having jurisdiction thereover. Thereafter, Purchaser shall provide Sellers with Purchaser's final allocation schedule. If Sellers and Purchaser submit any dispute to the Accounting Firm for resolution pursuant to this Section 2.6, Sellers and Purchaser shall each pay their own costs and expenses incurred under this Section 2.6. Each of Purchaser and Sellers shall bear fifty percent (50%) of the costs and expenses of the Accounting Firm incurred pursuant to this Section 2.6. To the extent required by Law after the Closing Date, Purchaser and Sellers shall prepare and timely file those statements or forms (including Form 8594) required by Section 1060 of the Code and the Treasury Regulations thereunder and shall timely file such statements or forms with their respective federal income Tax Returns. Each Party shall provide the other Party with a copy of such statements or forms as filed. The Parties shall prepare such statements or forms, and all Tax Returns, consistently with the allocation of all or a portion of the Purchase Price and the Assumed Liabilities among the Assets as determined pursuant to this Section 2.6, except as may be adjusted by subsequent agreement following an audit by the IRS and provided that Sellers and Purchaser agree to update such final allocation as necessary to account for any subsequent adjustment to the Purchase Price; provided, further, that neither Sellers nor Purchaser (nor their respective Affiliates) shall be obligated to litigate any challenge to such allocation of the Purchase Price by any Governmental Authority. The Parties shall promptly inform one another of any challenge by any Governmental Authority to any allocation made pursuant to this Section 2.6 and agree to consult with and keep one another informed with respect to the state of, and any discussion, proposal or submission with respect to, such challenge.

2.7 Excluded Assets and Liabilities. Notwithstanding anything to the contrary contained herein, Purchaser shall not purchase any of the Excluded Assets nor assume any liability for any of the Excluded Liabilities.

2.8 Further Conveyances. From time to time following the Closing, Sellers and Purchaser shall at Purchaser's sole expense, execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and such other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to assure to Purchaser and its successors or assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Purchaser under this Agreement and to assure to Sellers and their successors and assigns, the assumption of the liabilities and obligations intended to be assumed by Purchaser under this Agreement, and to otherwise make effective the transactions contemplated hereby and thereby.

2.9 Accounts Receivable Payments. From and after the Closing, Purchaser shall use commercially reasonable efforts, consistent with the ordinary course past practice of the Business and Purchaser's ordinary course accounts receivable collection practices, to collect any Accounts Receivable acquired by Purchaser at the Closing. In connection with each amount of such Accounts Receivable collected by or on behalf of Purchaser during the period beginning on the Closing Date and ending on the first (1st) anniversary of the Closing Date, such amount of collected Accounts Receivable shall be paid (each such payment, an "Accounts Receivable Payment") to the Sellers no later than thirty (30) days after the last day of the calendar month in which such amount was collected by or on behalf of Purchaser. The Parties agree that any amounts

paid to the Sellers pursuant to this Section 2.9 shall be treated as an adjustment to the Purchase Price paid by Purchaser pursuant to this Agreement for all Tax purposes. Notwithstanding anything to the contrary, to the extent Purchaser (or one of its Affiliates) actually pays any Cure Amount to JiNan Sheng An Information Technology Co. Ltd. in connection with any assumption and assignment of that certain Software License Agreement dated September 18, 2020 by and between Savari, Inc. and JiNan Sheng An Information Technology Co. Ltd. (together with any amendments, modifications or supplements thereto) pursuant to this Agreement (any such Cure Amount actually paid, the “Recoupable Cure Amount”), Accounts Receivable Payments shall only be paid pursuant to this Agreement to the extent that the Accounts Receivable Payments earned pursuant to this Section 2.9 exceed the Recoupable Cure Amount.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth on the disclosure schedules attached hereto (the “Disclosure Schedules”), Sellers hereby jointly and severally represent and warrant to Purchaser as follows:

3.1 Organization and Good Standing. Each Seller is (a) validly existing and in good standing under the laws of the jurisdiction of its organization and (b) duly qualified to do business and in good standing in each jurisdiction in which the ownership, use or leasing of its assets and properties, or the conduct or nature of its business, makes such qualification necessary, except for such failures to be so qualified and in good standing which, individually or in the aggregate, would not be reasonably expected to have a Material Adverse Effect.

3.2 Authorization. Subject to entry of the Confirmation Order, each Seller has all requisite power and authority to execute and deliver, and carry out its obligations under, this Agreement and the Ancillary Agreements and consummate the Transactions. Each of this Agreement and the Ancillary Agreements has been or will be duly executed and delivered by each Seller and, assuming due authorization, execution and delivery by Purchaser, constitutes or will constitute the legal, valid and binding obligation of such Seller, enforceable against it in accordance with its terms, subject to entry of the Confirmation Order.

3.3 No Conflicts. Subject to entry of the Confirmation Order, the execution, delivery and performance by each Seller of this Agreement and each of the Ancillary Agreements and the consummation by each Seller of the Transactions shall not, with or without the giving of notice or lapse of time (a) violate any provision of the Organizational Documents of such Seller, (b) violate any Law to which such Seller is subject, or (c) conflict with, result in any violation of any term or condition of, result in a breach or termination of, or constitute a default under any Material Contract to which such Seller is a party or result in the creation of any Encumbrance upon any of the Assets (including any Assumed Contract).

3.4 Consents and Approvals. Subject to entry of the Confirmation Order, the execution, delivery and performance by each Seller of this Agreement and the Ancillary Agreements and the consummation of the Transactions do not require the consent or approval of, or filing with, any Governmental Authority.

3.5 Compliance with Law. Sellers are in compliance with Sellers' Organizational Documents and, in all material respects, with all Laws and Environmental Laws relating to the Assets.

3.6 Title to Assets; Sufficiency. Sellers are the owners of or have valid leasehold interests in or valid contractual rights to use, as applicable, the Assets as of the date hereof. Subject to entry of the Confirmation Order, Sellers have, and at the Closing Purchaser shall receive, good, valid and marketable title to the Assets, free and clear of any and all Encumbrances (other than Assumed Liabilities). Except for Employees, the Assets constitute all of the assets used in or held for use in the Business (including all Intellectual Property) and are sufficient for Purchaser to conduct the Business as it has been conducted by Sellers and their Affiliates.

3.7 Absence of Certain Events. Since January 1, 2020, no action has been taken which, if taken after the date of this Agreement and prior to the Closing, would constitute a violation of Section 5.3. Except as set forth on Section 3.7 of the Disclosure Schedules, other than in the ordinary course of business consistent with past practice, there has not been, with respect to the Business, any change, event, condition or development that is, or could reasonably be expected to be, individually or in the aggregate, materially adverse to the business, results of operations, condition (financial or otherwise), or assets of the Business.

3.8 No Broker or Finder. Except for Raymond James Financial, Inc. (the "Financial Advisor"), whose fees and commissions shall be paid by Sellers, no broker, finder, investment banker or financial advisor has been engaged by any Seller or any of the Sellers' respective Affiliates, or is otherwise entitled to any fee or commission as a result of any action or inaction by any Seller or any of the Sellers' respective Affiliates, in connection with the Transactions.

3.9 Financial Statements. Sellers have delivered to Purchaser true and complete copies of Sellers' unaudited balance sheet and the related consolidated statements of operations, stockholders deficit and cash flows as of and for the fiscal year ended December 31, 2019 (the "Annual Financial Statements"), and the unaudited consolidated balance sheet of Sellers as of November 30, 2020, and the related consolidated statements of operations and cash flows for the eleven (11) months then ended (the "Interim Financial Statements"). Except as set forth in Section 3.9 of the Disclosure Schedules, the Annual Financial Statements were prepared in accordance with GAAP consistently applied and were derived from Sellers' books and records, and fairly present, in all material respects, the financial position, results of operations and cash flows of Sellers as of the date thereof and the period covered thereby. The Interim Financial Statements were prepared in accordance with GAAP (subject to normal, recurring year-end adjustments, and except for the omission of certain footnotes and other presentation items required by GAAP) consistently applied and maintained throughout the period indicated, and in accordance with and consistent with Sellers' books and records, and fairly and accurately present the financial position, results of operations and cash flows of Sellers as of the date thereof and for the period covered thereby.

3.10 Material Contracts. Section 3.10(a) of the Disclosure Schedules sets forth a list of each Contract (and each amendment, modification or supplement thereto) related to the Business to which a Seller is a party or by which it is bound. Sellers have made available to Purchaser true, correct and complete copies of all of such Contracts, together with all amendments, modifications

or supplements thereto. In each case except as a direct result of the commencement of the Bankruptcy Cases: (i) each such Contract is valid and binding on the applicable Sellers in accordance with its terms and is in full force and effect; (ii) neither the Sellers nor, to Sellers' Knowledge, any other party thereto is in breach of or default under in any material respect, and has not provided or received any notice of any breach or default of or intention to terminate, any such Contract; and (iii) to Sellers' Knowledge, no event or circumstance has occurred that, with notice or lapse of time or both, would constitute an event of default under any such Contract or result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder. Section 3.10(b) of the Disclosure Schedules set forth a list of each Contract that terminated, rescinded, cancelled or expired on or after June 1, 2020, and but for such termination, rescission, cancellation or expiration would have been required to be scheduled on Section 3.10(a) of the Disclosure Schedules.

3.11 Material Customers and Suppliers. Section 3.11 of the Disclosure Schedules sets forth a list of the ten (10) largest customers (the "Material Customers") and the ten (10) largest suppliers (the "Material Suppliers") of the Business, as measured by the dollar amount of purchases therefrom or thereby, during the fiscal years ending on December 31 of 2018 and 2019 and the eleven (11)-month period ending on November 30, 2020, showing the approximate total sales by the Business to each such customer and the approximate total purchases by the Business from each such supplier, during such period. No Material Customer or Material Supplier has terminated its relationship with the Business or materially reduced or changed the pricing or other terms of its business with the Business and no Material Customer or Material Supplier has notified the Business that it intends to terminate or materially reduce or change the pricing or other terms of its business with the Business.

3.12 Inventory. All inventory of the Sellers, whether or not reflected on the Interim Financial Statements, consists of a quality and quantity usable and salable in the ordinary course of business consistent with past practice, except for obsolete, damaged, defective, or slow-moving items that have been written off or written down to fair market value or for which adequate reserves have been established.

3.13 Intellectual Property.

(a) Section 3.13(a) of the Disclosure Schedules lists all (i) Business IP Registrations and (ii) Business Intellectual Property, including Software, that are not registered but that are material to the Business or its operations. All required filings and fees related to the Business IP Registrations have been timely filed with and paid to the relevant Governmental Authorities and authorized registrars, and all Business IP Registrations are otherwise in good standing. Sellers have provided Purchaser with true, complete and correct copies of documents, certificates, correspondence and other materials in their possession (or available to Sellers using commercially reasonable efforts) related to all Business IP Registrations. The Sellers are the sole and exclusive legal and beneficial, and with respect to the Business IP Registrations, record, owner of all right, title and interest in and to the Business Intellectual Property, and has the valid right to use all other Intellectual Property used in or necessary for the conduct of the Business, in each case, free and clear of Encumbrances. The Sellers' rights in the Business Intellectual Property are valid, subsisting and enforceable. The Sellers have taken all reasonable steps to maintain

the Business Intellectual Property and to protect and preserve the confidentiality of all trade secrets included in the Business Intellectual Property. Each employee and consultant has assigned to the Sellers all Intellectual Property he, she or it owns that is related to the Business as now or formerly conducted and as presently proposed to be conducted and all Intellectual Property that he, she or it solely or jointly conceived, reduced to practice, developed or made during the period of his, her or its employment or consulting relationship with the Sellers that (i) relates, at the time of conception, reduction to practice, development, or making of such Intellectual Property, to the Business as then conducted or as then proposed to be conducted, (ii) was developed on any amount of any of the Sellers' time or with the use of any of the Sellers' equipment, supplies, facilities or information or (iii) resulted from the performance of services for any of the Sellers. The Sellers have not embedded any open source, copyleft or community source code in any of its products generally available or in development, including but not limited to any libraries or code licensed under any General Public License, Lesser General Public License or similar license arrangement. None of Parent's non-Seller subsidiaries (including the Hong Kong Subsidiary, the Chinese Subsidiary and the German Subsidiary), any of their current or former employees or consultants or any of Sellers' other respective Affiliates have any right, title or interest in or to any Intellectual Property related to, used in or held for use in connection with the Business.

(b) Section 3.13(b) of the Disclosure Schedules lists all Business IP Agreements. Sellers have made available to Purchaser, true, complete and correct copies of all such Business IP Agreements, including all modifications, amendments and supplements thereto and waivers thereunder. Each Business IP Agreement is valid and binding on the Sellers. None of the Sellers nor, to Sellers' Knowledge, any other party thereto (i) is in breach of or default under any Business IP Agreement, or (ii) has provided or received any notice of breach of or default under or any intention to terminate, any Business IP Agreement.

(c) The consummation of the transactions contemplated hereunder will not result in the loss or impairment of or payment of any additional amounts with respect to, nor require the consent of any other Person in respect of, the Sellers' rights to own, use or hold for use any Intellectual Property as owned, used or held for use in the conduct of the Business as currently conducted.

(d) The conduct of the Business as currently and formerly conducted, and the products, processes and services of the Business, have not infringed, misappropriated, diluted or otherwise violated, and do not infringe, dilute, misappropriate or otherwise violate the Intellectual Property or other rights of any Person. To Sellers' Knowledge, no Person has infringed, misappropriated, diluted or otherwise violated, or is currently infringing, misappropriating, diluting or otherwise violating, any Business Intellectual Property.

(e) There are no Actions (including any oppositions, interferences or re-examinations) settled, pending or to the Sellers' Knowledge threatened (including in the form of offers to obtain a license): (i) alleging any infringement, misappropriation, dilution or violation of the Intellectual Property of any Person by the Sellers or the Business;

(ii) challenging the validity, enforceability, registrability or ownership of any Business Intellectual Property or the Sellers' rights with respect to any Business Intellectual Property; or (iii) by the Sellers or any other Person alleging any infringement, misappropriation, dilution or violation by any Person of the Business Intellectual Property. The Sellers are not subject to any outstanding or, to Sellers' Knowledge, pending Governmental Order (including any motion or petition therefor) that does or would reasonably be expected to restrict or impair the use of any Business Intellectual Property.

3.14 Data Privacy. In connection with its collection, storage, transfer (including any transfer across national borders) or use of any personally identifiable information from any individuals, including any customers, prospective customers, employees or other third parties (collectively "Personal Information"), the Sellers and the Business and are and have been in compliance with all applicable Laws in all relevant jurisdictions, the Sellers' privacy policies and the requirements of any contract or codes of conduct to which any of the Sellers is a party or by which the Business is otherwise bound. The Sellers have commercially reasonable physical, technical, organizational and administrative security measures and policies in place to protect all Personal Information collected by it or on its behalf from and against unauthorized access, use or disclosure. The Sellers and the Business are and have been in compliance in all material respects with all laws relating to data loss, theft and breach of security notification obligations.

3.15 Technology Systems. All Business IT Systems are in good working condition and are sufficient for the operation of the Business as currently conducted and as proposed to be conducted. There has been no malfunction, failure, continued substandard performance, denial-of-service or other cyber incident, including any cyberattack, or other impairment of the Business IT Systems that has resulted or may result in disruption or damage to the Business. The Sellers have taken all necessary steps to safeguard the confidentiality, availability, security and integrity of the Business IT Systems, including implementing and maintaining appropriate backup, disaster recovery and Software and hardware support arrangements.

3.16 Employment Matters. Section 3.16 of the Disclosure Schedules lists all persons who are as of the date hereof, or were at any time on or after June 1, 2020, employees, independent contractors or consultants of each of the Sellers, including any employee who is on a leave of absence of any nature, paid or unpaid, and lists for each such individual the following: (i) name; (ii) title or position (including whether full or part time); (iii) hire date; (iv) current annual base compensation rate; (v) commission, bonus or other incentive-based compensation; (vi) a description of any fringe benefits provided to each such individual that are not generally available to all employees; and (vii) a description of the current status of their employment with or engagement by such Seller. There are no outstanding agreements, understandings or commitments of any of the Sellers or any of their respective Affiliates with respect to any compensation, including commissions or bonuses, that have not been disclosed on Section 3.16 of the Disclosure Schedules. Each Seller is not, and has not been, a party to, bound by, or negotiating any collective bargaining agreement or other Contract with a union, works council or labor organization (collectively, "Union"), and there is not, and has not been, any Union representing or purporting to represent any employee of any of the Sellers, and, to the Sellers' Knowledge, no Union or group of employees is seeking or has sought to organize employees for the purpose of collective bargaining. There has never been, nor has there been any threat of, any strike, slowdown, work

stoppage, lockout, concerted refusal to work overtime or other similar labor disruption or dispute affecting the Business, any of the Sellers or any of their respective employees.

3.17 Employee Benefit Matters. Section 3.17 of the Disclosure Schedules lists each “employee benefit plan” within the meaning of Section 3(3) of ERISA (including multiemployer plans within the meaning of Section 3(37) of ERISA), and any material retirement, profit-sharing, deferred compensation, incentive, bonus, performance award, phantom equity, equity or equity-based, change in control, retention, severance, vacation, or welfare, plan, policy, program or arrangement, in each case whether or not reduced to writing and whether funded or unfunded, which is maintained, sponsored, contributed to, or required to be contributed to by any of the Sellers for the benefit of any current or former employee, officer, director, retiree, or contractor of any of the Sellers or any spouse or dependent of such individual (each, a “Benefit Plan”). Sellers have provided to Purchaser true and correct copies of each Benefit Plan (or, to the extent there is no written copy of a Benefit Plan, a written summary of the terms and participants of such Benefit Plan) and, to the extent applicable: (i) any related trust agreement or other funding instrument; (ii) the most recent determination letter, if applicable; (iii) any summary plan description and other written communications by any of the Sellers or their Affiliates concerning the extent of the benefits provided under a Benefit Plan; and (iv) for the three (3) most recent years (A) the Form 5500 and attached schedules, (B) audited financial statements and (C) actuarial valuation reports.

3.18 Environmental Matters. Except as set forth in Section 3.18 of the Disclosure Schedules and except as would not reasonably be expected to have, a Material Adverse Effect, (a) neither Sellers nor the Assets are subject to any pending or, to the knowledge of the Sellers, threatened claim or proceeding alleging non-compliance with or liability under Environmental Laws; (b) Sellers have no knowledge of any condition relating to the Assets, including the presence of Hazardous Materials, that would reasonably be expected to result in the owner or operator of the Assets incurring material Liabilities under Environmental Laws; and (c) Sellers have made available to Purchaser all material environmental, health or safety reports relating to the Assets that were prepared by or for the Sellers to the extent in Sellers custody or control.

3.19 Real Property. Section 3.19 of the Disclosure Schedules sets forth a brief description of all real properties leased by the Sellers or otherwise used in connection with the Business (together with all fixtures and improvements thereon, collectively, the “Leased Real Property”). Sellers have delivered or otherwise made available to Purchaser true, correct and complete copies of each lease pertaining to the Leased Real Property (collectively, the “Real Property Leases”). Neither any of the Sellers nor any of their respective Affiliates own any real property used in connection with the conduct of the Business. The Leased Real Property constitutes all interests in real property currently used or held for use in the operation of the Business. The Sellers have a valid and enforceable leasehold interest in the Leased Real Property under each of the Real Property Leases, and each of the Real Property Leases are in full force and effect. The Sellers have not granted to any Person any sublicense or right of occupancy with respect to any of the Leased Real Property. The Sellers have not received notice from the landlord or lessor under any Real Property Lease of any breach, default or event that with notice or lapse of time, or both, would constitute a default under any Real Property Lease by any of the Sellers.

3.20 Government Stimulus. Except as set forth in Section 3.20 of the Disclosure Schedules, the Sellers have not received any Stimulus Loan, including any Stimulus Loan under

the Paycheck Protection Program or the EIDL Program (including any advance or grant thereunder).

3.21 No Material Misstatement of Fact. No representation or warranty made by any Seller in this Agreement and no statement contained in the Disclosure Schedules or any certificate furnished or to be furnished to Purchaser at the Closing pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Sellers as follows:

4.1 Organization and Good Standing. Purchaser is a limited liability company, duly organized, validly existing and in good standing under the laws of Delaware and has full limited liability company power and authority to execute and deliver, and carry out its obligations under, this Agreement and the Ancillary Agreements and consummate the Transactions.

4.2 Authorization. Purchaser has all requisite power and authority to execute and deliver and carry out its obligations under this Agreement and the Ancillary Agreements, and consummate the Transactions, and is not under any prohibition or restriction, contractual, statutory or otherwise, against doing so. Each of this Agreement and the Ancillary Agreements has been or will be duly executed and delivered by Purchaser, and, assuming due authorization, execution and delivery by each Seller, constitutes or will constitute the legal, valid and binding obligation of Purchaser, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other Laws affecting the rights of creditors generally and by general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

4.3 No Conflicts. Subject to entry of the Confirmation Order, the execution, delivery and performance by Purchaser of this Agreement and each of the Ancillary Agreements and the consummation by Purchaser of the Transactions shall not, with or without the giving of notice or lapse of time, (a) violate any provision of the Organizational Documents of Purchaser, (b) violate any Law to which Purchaser is subject, or (c) conflict with, or result in a breach or default under, any term or condition of any other agreement or other instrument to which Purchaser is a party or by which Purchaser is bound.

4.4 Consents and Approvals. Subject to entry of the Confirmation Order, the execution, delivery and performance by Purchaser of this Agreement and the Ancillary Agreements and the consummation of the Transaction do not require the consent or approval of, or filing with, any Governmental Authority.

4.5 Financing. Purchaser has, or at the Closing will have, sufficient funds available to pay the Purchase Price and to perform and assume the Assumed Liabilities and to consummate all of the other Transactions.

4.6 “AS IS” TRANSACTION. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT AT THE CLOSING, PURCHASER WILL ACCEPT THE ASSETS “AS IS,” “WHERE IS,” AND “WITH ALL FAULTS.”

ARTICLE V CERTAIN COVENANTS OF SELLERS

5.1 Provision of Records. Sellers shall arrange, at Purchaser’s cost, as soon as reasonably practicable following the Closing Date for transportation to Purchaser of the Documents and any intangible assets in the possession of any Seller that are Assets, to the extent not previously delivered in connection with the Transactions, but excluding Documents that are Excluded Assets.

5.2 Receipt of Property Relating to Assets. Subject to the terms and conditions of this Agreement and applicable Law, if, following the Closing, any of Sellers shall receive any money, check, note, draft, instrument, payment or other property which are Assets pursuant to Section 2.1, such Seller shall receive all such items in trust for, and as the sole and exclusive property of, Purchaser and, upon receipt thereof, shall notify Purchaser within a reasonable amount of time of such receipt and shall remit the same (or cause the same to be remitted) to Purchaser in the reasonable manner specified by Purchaser.

5.3 Conduct of Business Pending the Closing. From the date hereof through the Closing Date or the earlier termination of this Agreement (the “Pre-Closing Period”), except as may be expressly permitted or contemplated by this Agreement, set forth in Section 5.3 of the Disclosure Schedules, or as otherwise agreed to in writing by Purchaser (which agreement shall not be unreasonably withheld, conditioned or delayed), Sellers (w) shall conduct their operations in all respects only in the ordinary course of Business, as such may be limited or altered by application of the Bankruptcy Code, and in reasonable consultation with Purchaser, (x) maintain satisfactory relationships with licensors, licensees, suppliers, contractors, distributors, consultants, employees, customers and others having business relationships with Sellers or the Business (other than payment of prepetition claims), (y) pay all of their post-petition obligations in the Ordinary Course of Business and in accordance with the Budget and (z) shall not:

(a) make any change in or amendment to any of their respective Organizational Documents in a manner that could be reasonably expected to materially delay or impede any of the Sellers’ ability to consummate the Transactions;

(b) modify, amend, supplement or terminate any Material Contract or Assumed Contract or enter into any Material Contract;

(c) collect Accounts Receivable or incur trade payables other than in the ordinary course of the Business;

(d) acquire any material properties or assets or sell (including by sale-leaseback), lease, transfer, license, mortgage or otherwise dispose of, encumber or subject to any Encumbrance (other than in connection with the DIP Financing), any Assets or interests therein;

- (e) fail to maintain in full force and effect insurance covering the Assets;
- (f) (i) incur, or permit the incurrence of, any material Liability; or (ii) incur any Liability that would constitute an Assumed Liability, except for such Liabilities that are required to comply with applicable Laws or with the terms of this Agreement, including this Section 5.3;
- (g) sell or otherwise dispose of any Inventory;
- (h) (i) terminate any employees of any Seller, hire any new employees or engage any new contractor, consultant or other service provider, (ii) modify in any manner the compensation of any of the directors, employees, consultants, independent contractors or officers of any Seller, (iii) accelerate the payment of any such compensation, or grant any unusual or extraordinary bonus, benefit or other direct or indirect compensation to any such Person, or (iv) change the title, authority or duties of any such Person;
- (i) remove or permit to be removed from any building, facility or real property any Asset or any Inventory other than in the Ordinary Course of Business;
- (j) make any change in their method of accounting, except as required by GAAP;
- (k) compromise, settle or agree to settle any pending or threatened Action, or consent to the same;
- (l) take any other action which would adversely affect the ability of the parties to consummate the Transactions; or
- (m) authorize any of, or commit or agree to take any of, the foregoing actions.

Nothing contained in this Agreement shall give Purchaser, directly or indirectly, the right to control or direct Sellers' operations prior to the Closing, and nothing contained in this Agreement shall give Sellers, directly or indirectly, the right to control or direct Purchaser's operations prior to the Closing. Prior to the Closing, each of Sellers, on the one hand, and Purchaser, on the other hand, shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over their respective operations.

5.4 Access to Information. Upon reasonable notice by Purchaser and subject to the terms of the Confidentiality Agreement, Purchaser and its representatives shall have reasonable access during normal business hours during the Pre-Closing Period, to the Assets and documents relating thereto, and during such period Sellers shall furnish to Purchaser, at Purchaser's expense, all information concerning the Assets as Purchaser may reasonably request. Sellers shall provide or cause to be provided to Purchaser, at Purchaser's expense and subject to the terms of the Confidentiality Agreement, such copies or extracts of Documents with respect to the Assets and Assumed Liabilities as Purchaser may reasonably request. Any inspections, examinations and audits shall be conducted during normal business hours by Purchaser's employees or agents upon reasonable advance notice. Notwithstanding anything in this Agreement to the contrary, no Seller shall be required to provide access to or to disclose information where such access or disclosure

would be reasonably likely to (i) breach any agreement with any third party, (ii) constitute a waiver of or jeopardize the attorney-client or other privilege held by any Seller or (iii) otherwise violate any applicable Law.

5.5 Communication with Parties to Contracts. Purchaser may communicate with all suppliers, tenants, lenders, vendors and other parties to Assumed Contracts for the purpose of renegotiating such Assumed Contracts, establishing new agreements with such parties to be effective upon Closing or otherwise as deemed reasonably necessary by Purchaser to preserve such relationships pending Closing; *provided, however*, that (a) such communications shall include the Sellers, or (b) Purchaser shall provide Sellers with twenty-four (24) hours advance written notice prior to initiating such communications.

5.6 No-Shop. Sellers shall not, and shall not authorize or permit any of their respective Affiliates, or any of their or their Affiliates' respective representatives to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. Sellers shall immediately cease and cause to be terminated, and shall cause their respective Affiliates and all of their and their Affiliates' respective representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, an Acquisition Proposal. For purposes hereof, "Acquisition Proposal" shall mean any inquiry, proposal or offer from any Person (other than Purchaser or any of its Affiliates) concerning (x) a merger, consolidation, liquidation, recapitalization, share exchange or other business combination transaction involving the Sellers; (y) the issuance or acquisition of shares of capital stock or other equity securities of the Sellers; or (z) the sale, lease, exchange or other disposition of any significant portion of the Sellers' properties or assets. Notwithstanding anything to the contrary in this Section 5.6, if the Sellers are ordered or directed by the Bankruptcy Court to take any action that would constitute a violation of this Section 5.6, the Sellers shall be permitted to take such action without being deemed to have violated or breached this Section 5.6; *provided, however*, that if at any time prior to the Closing the Bankruptcy Court orders or directs the Sellers to take any such action, if within ten (10) days of such order or direction (a) Purchaser and the Sellers have not agreed (following good faith negotiation) on bidding procedures and protections in favor of Purchaser (including a break-up fee, expense reimbursement, credit bidding rights related to such break-up fee and expense reimbursement, and minimum overbid protections, each acceptable to Purchaser) and (b) such procedures and protections have not been approved by the Bankruptcy Court pursuant to a bidding procedures order reasonably acceptable to Purchaser, Purchaser shall have the right to terminate this Agreement upon written notice to Sellers.

5.7 Bankruptcy Action. Sellers shall comply in all material respects with all of the obligations of Sellers under the Confirmation Order (after the entry of such Order by the Bankruptcy Court). Sellers shall use commercially reasonable efforts to comply (or obtain an Order from the Bankruptcy Court waiving compliance) with all requirements under the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") in connection with obtaining approval of the Transactions. Sellers shall serve on all required Persons in the Bankruptcy Cases, including (i) all Persons who are known to possess or assert a Claim against or interest in any of the Assets, (ii) the Internal Revenue Service, (iii) all applicable

Governmental Authorities, (iv) all applicable state and local Governmental Authorities with taxing authority, (v) all other Persons required by any Order of the Bankruptcy Court, (vi) all parties to Assumed Contracts, (vii) all Persons that request or are entitled to notice under Bankruptcy Rule 2002, and (viii) using their commercially reasonable efforts to serve any other Persons that Purchaser reasonably may request, any notice required to be served under the Confirmation Order, and all objection deadlines in accordance with all applicable Bankruptcy Rules and any applicable local rules of the Bankruptcy Court.

5.8 Confirmation Order. The Confirmation Order shall be in form and substance acceptable to Purchaser and shall be substantially in the form of the Confirmation Order attached hereto as Exhibit D. In furtherance of the foregoing, the Confirmation Order shall include: (a) approval, pursuant to sections 105, 363, 365, 1123(a)(5)(D), 1129, 1141, 1146, 1190 and 1191 of the Bankruptcy Code, (i) the execution, delivery and performance by Sellers of this Agreement, (ii) the sale of the Assets to Purchaser on the terms set forth herein and free and clear of all Encumbrances (other than Assumed Liabilities), and (iii) the performance by Sellers of their respective obligations under this Agreement; (b) authorization and empowerment of Sellers to assume and assign to Purchaser the Assumed Contracts; (c) finding that Purchaser is a “good faith” buyer within the meaning of section 363(m) of the Bankruptcy Code and grant Purchaser the protections of section 363(m) of the Bankruptcy Code; (d) provide that neither Purchaser nor any of its Affiliates or members will have any derivative, successor, transferee or vicarious liability of any kind or character whether known or unknown as of the Closing, whether now existing or hereafter arising, or whether fixed or contingent, for Liabilities of Sellers (whether under federal or state Law or otherwise), including on account of any Taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of Sellers’ business prior to the Closing or in connection with the transactions contemplated by this Agreement and the Confirmation Order; (e) the Transactions shall not be subject to any “bulk sales,” “bulk transfer” and similar Laws, including those related to Taxes; and (f) order enjoining all Persons from commencing any proceeding or taking any action against Purchaser or any of its Affiliates to recover any claim that such Person has solely against Sellers or their Affiliates.

Purchaser agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry by the Bankruptcy Court of the Confirmation Order. In the event that the Bankruptcy Court’s entry of the Confirmation Order shall be appealed, Sellers shall use commercially reasonable efforts to defend such appeal.

5.9 Transfer of Permits. Except for those Permits that are not transferable to Purchaser by Law, Sellers shall use commercially reasonable efforts to cause the issuance or transfer at Purchaser’s expense of all Permits that relate in any way to the Assets to Purchaser. Sellers shall give and make all notices and reports Sellers are required to make to the appropriate Governmental Authorities and other Persons, each at Purchaser’s expense, with respect to the Permits that relate in any way to the Assets to Purchaser at the Closing.

5.10 Release of Encumbrances. Sellers’ obligation to deliver the Assets free and clear of any Encumbrances (other than Assumed Liabilities) shall be limited to Sellers’ obligation to obtain the Confirmation Order that provides for the delivery of the Assets free and clear of any Encumbrances (other than Assumed Liabilities). If Purchaser desires to have any Encumbrances

released and discharged other than by means of the Confirmation Order, Purchaser, at its sole cost and expense, shall obtain such releases or discharges.

5.11 Assignability of Certain Contracts. To the extent that the assignment to Purchaser of any Assumed Contract pursuant to this Agreement is not permitted without the consent of a third party and such restriction cannot be effectively overridden or canceled by the Confirmation Order or other related Order of the Bankruptcy Court, then this Agreement will not be deemed to constitute an assignment of or an undertaking or attempt to assign such Contract or any right or interest therein unless and until such consent is obtained; *provided, however*, that the Parties will use their commercially reasonable efforts, before the Closing, to obtain all such consents; *provided, further*, that if any such consents are not obtained prior to the Closing Date, Sellers and Purchaser will reasonably cooperate with each other in any lawful and feasible arrangement designed to provide Purchaser with the benefits and obligations of any such Contract and Purchaser shall be responsible for performing all obligations under such Contract required to be performed by Sellers on or after the Closing Date to the extent set forth in this Agreement. Notwithstanding the foregoing, Sellers shall not be obligated hereunder to incur any cost or expense relating to the actions contemplated by this Section 5.11 or to execute any guaranty, assumption of liability or other document or instrument requiring Sellers to assume any obligations.

5.12 Rejected Contracts. No Seller shall reject any Assumed Contract in any bankruptcy proceeding following the date of this Agreement and prior to the Closing Date without the prior written consent of Purchaser.

5.13 Further Assurances. Upon the request of Purchaser, each Seller shall, at Purchaser's expense, forthwith execute and deliver such documents as Purchaser or its counsel may reasonably request to effectuate the purposes of this Agreement.

ARTICLE VI CERTAIN COVENANTS OF PURCHASER

6.1 Performance with Respect to the Assets and the Assumed Contracts. Purchaser agrees that from and after the Closing Date, it shall (a) assume all Assumed Liabilities, and (b) take all actions necessary to satisfy its obligations and liabilities with respect to the Assumed Liabilities (including, without limitation, under the terms and conditions of each Assumed Contract).

6.2 Cure Amounts. Purchaser shall pay all Cure Amounts with respect to the Assumed Contracts in accordance with the Confirmation Order.

6.3 Further Assurances. Upon the request of Sellers, Purchaser shall, at Sellers' expense, forthwith execute and deliver such documents as Sellers or their counsel may reasonably request to effectuate the purposes of this Agreement.

ARTICLE VII CERTAIN MUTUAL COVENANTS

7.1 Cooperation.

(a) Sellers, on the one hand, and Purchaser, on the other hand, shall promptly give notice to the other upon becoming aware that any Action is pending or threatened by or before any Governmental Authority with respect to the Transactions. Sellers, on the one hand, and Purchaser, on the other hand, (i) shall cooperate with each other in connection with the prosecution, investigation or defense of any such Action, (ii) shall supply as promptly as reasonably practicable all information requested by the other, by any such Governmental Authority or by any party to any such Action that is legally required to be produced, and (iii) shall each use commercially reasonable efforts to cause any such Action to be determined as promptly as reasonably practicable and in a manner which does not impact adversely on, and is consistent with, the Transactions.

(b) After the Closing, each of Sellers and Purchaser shall use commercially reasonable efforts to provide to any other Party to this Agreement, any trustee or other bankruptcy estate representative or fiduciary and the United States Trustee (the “Requesting Party”) such records and information and to make available to the Requesting Party such employees or other personnel, in each case as may be reasonably requested in writing by the Requesting Party, for the purpose of responding to governmental inquiries, making required governmental filings or defending or prosecuting any Action or other proceeding involving any Person other than the Party providing such information or records or making available such employees or other personnel (the “Providing Party”) and in resolving all claims, preparing all Tax Returns, and handling all matters necessary to administer and close the Bankruptcy Cases, including assisting the Requesting Party in winding down the bankruptcy estate of Sellers, liquidating the Excluded Assets, pursuing or processing any Action with respect to the bankruptcy estates of Sellers or the Excluded Liabilities; *provided, however*, that no Providing Party shall be required to (i) provide information, records or employees or other personnel under circumstances which the Providing Party believes in its sole reasonable determination may waive privilege, confidentiality or a similar protection or expose it to material liability to any Person or may prejudice any legal interest of the Providing Party, or (ii) take any action that in the Providing Party’s reasonable determination unreasonably interferes with its business.

7.2 Public Statements. The Parties shall consult with each other prior to issuing any press release or making any public announcement with respect to this Agreement, the Ancillary Agreements, or the Transactions (including the financial terms hereunder and thereunder), and shall not issue any such press release or public announcement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, except for press releases or public announcement as may be required by Law or judicial process.

7.3 Notification of Certain Matters. Sellers shall give prompt notice to Purchaser, and Purchaser shall give prompt notice to Sellers, of (a) any notice or other communication from any Person alleging that the consent of such Person which is or may be required in connection with the transactions contemplated by this Agreement or the Ancillary Agreements is not likely to be

obtained prior to Closing, and (b) any written objection or proceeding that challenges the transactions contemplated hereby or the entry of the approval of the Bankruptcy Court. To the extent permitted by applicable Law, Sellers shall give notice, as promptly as reasonably practicable, to Purchaser of (x) any written notice of any alleged violation of Law applicable to any Seller, and (y) the commencement of any Action by any Governmental Authority with respect to the Business.

ARTICLE VIII EMPLOYEE MATTERS

8.1 Employment.

(a) Effective as of the Closing, Sellers shall terminate all employees of the Business, and Purchaser (or one of its Affiliates) shall offer employment, on an “at will” basis, to (i) each Person listed on Section 8.1(a)(i) of the Disclosure Schedules (the “Key Employees”) and (ii) to each Person listed on Section 8.1(a)(ii) of the Disclosure Schedules (the “Additional Employees” and, the Key Employees and Additional Employees collectively, the “Transferred Employees”), subject to Purchaser’s (or its applicable Affiliate’s) labor and employment practices, policies and procedures in all respects. Sellers shall use commercially reasonable efforts to facilitate Purchaser’s (or its applicable Affiliate’s) hiring of the Transferred Employees as Purchaser may reasonably request. Each Transferred Employee who becomes employed by Purchaser (or one of its Affiliates) in connection with the Transactions shall be eligible to receive the salary and benefits maintained for employees of Purchaser (or its applicable Affiliate) on substantially similar terms and conditions in the aggregate as are provided to similarly situated employees of Purchaser (or such Affiliate).

(b) Sellers shall be solely responsible, and Purchaser and its Affiliates shall have no obligations whatsoever for, any compensation or other amounts payable to any current or former employee, officer, director, independent contractor or consultant of the Business, including, without limitation, hourly pay, commission, bonus, salary, accrued vacation, fringe, pension or profit sharing benefits or severance pay for any period relating to the service with any Seller or any of the Sellers’ respective Affiliates at any time on or prior to the Closing Date. Sellers shall remain solely responsible for the satisfaction of all claims for medical, dental, life insurance, health accident or disability benefits brought by or in respect of current or former employees, officers, directors, independent contractors or consultants of the Business or the spouses, dependents or beneficiaries thereof, which claims relate to events occurring on or prior to the Closing Date. Sellers shall also remain solely responsible for all worker’s compensation claims of any current or former employees, officers, directors, independent contractors or consultants of the Business which relate to events occurring on or prior to the Closing Date.

ARTICLE IX CONDITIONS TO SELLERS' OBLIGATIONS

The obligations of Sellers to consummate the Transactions are subject to the satisfaction (unless waived in writing by Sellers) of each of the following conditions on or prior to the Closing Date:

9.1 Representations and Warranties. The representations and warranties of Purchaser contained in this Agreement that are not qualified by materiality or a Material Adverse Effect shall be true and correct in all material respects on the date hereof and as of the Closing Date, except to the extent expressly made as of an earlier date, in which case as of such earlier date, and the representations and warranties of Purchaser contained in this Agreement that are qualified by materiality or a Material Adverse Effect shall be true and correct in all respects on and as of the Closing Date, except to the extent expressly made as of an earlier date, in which case they shall be true and correct in all respects as of such earlier date.

9.2 Compliance with Agreements. Purchaser shall have performed and complied in all material respects with all covenants and agreements under this Agreement and the Ancillary Agreements to be performed or complied with by it on or prior to the Closing Date.

9.3 Approvals; No Injunctions. The approvals set forth on Section 9.3 of the Disclosure Schedules shall have been obtained or provided by an Order of the Bankruptcy Court. No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation or non-appealable judgment, decree, injunction or other Order that is in effect on the Closing Date and prohibits the consummation of the Closing.

9.4 Purchaser's Closing Deliveries and Obligations. Purchaser shall have delivered all items and satisfied all obligations pursuant to Sections 11.1(b) and 11.1(c).

9.5 Entry of the Confirmation Order. The Bankruptcy Court shall have entered the Confirmation Order.

ARTICLE X CONDITIONS TO PURCHASER'S OBLIGATIONS

The obligation of Purchaser to consummate the Transactions is subject to the satisfaction (unless waived in writing by Purchaser) of each of the following conditions on or prior to the Closing Date:

10.1 Representations and Warranties. The representations and warranties of Sellers contained in this Agreement that are not qualified by materiality or a Material Adverse Effect shall be true and correct in all material respects on the date hereof and as of the Closing Date, except to the extent expressly made as of an earlier date, in which case as of such earlier date, and the representations and warranties of Sellers contained in this Agreement that are qualified by materiality or a Material Adverse Effect shall be true and correct in all respects on and as of the Closing Date, except to the extent expressly made as of an earlier date, in which case they shall be true and correct in all respects as of such earlier date.

10.2 Compliance with Covenants and Agreements. Each Seller shall have performed and complied in all material respects with all covenants and agreements under this Agreement and the Ancillary Agreements to be performed or complied with by it on or prior to the Closing Date, in each case regardless of the date this Agreement is formally assumed by the Sellers in the Bankruptcy Cases.

10.3 Approvals; No Injunctions. The approvals and Permits set forth on Section 9.3 of the Disclosure Schedules shall have been obtained or provided by an Order of the Bankruptcy Court. No Governmental Authority of competent jurisdiction shall have enacted, issued, promulgated, enforced or entered any statute, rule, regulation or non-appealable judgment, decree, injunction or other Order that is in effect on the Closing Date and prohibits the consummation of the Closing.

10.4 Sellers' Closing Deliveries and Obligations. Each Seller shall have delivered all items and satisfied all obligations pursuant to Section 11.1(a).

10.5 Entry of the Confirmation Order. The Bankruptcy Court shall have entered the Confirmation Order substantially in the form of the Confirmation Order attached hereto as Exhibit D, and the Confirmation Order shall not be subject to any stay.

10.6 Assumed Contracts. Notwithstanding anything to the contrary in Section 5.11, the Bankruptcy Court shall have approved and authorized the assumption and assignment of the Assumed Contracts, including the Assumed Contracts with each of the customers of the Business set forth on Section 10.6 of the Disclosure Schedules, and Purchaser and each such customer shall have mutually agreed upon any Cure Amounts related to such customer's applicable Assumed Contract(s).

10.7 Transferred Employees. At least seventy percent (70%) of (a) the Key Employees and (b) the Additional Employees, shall in each case have (x) duly executed an offer letter from Purchaser, which offer letter is consistent with Section 8.1(a) and otherwise in form and substance satisfactory to Purchaser, and (y) confirmed in writing (email being sufficient), on or after the date of the Confirmation Order and no earlier than five (5) Business Days prior to the Closing Date, such Transferred Employee's desire and intention to accept and begin employment with Purchaser on the Closing Date pursuant to the terms of such Transferred Employee's respective offer letter; *provided*, that with respect to the Key Employees, such seventy or more percent of such Key Employees satisfying the immediately foregoing clauses (x) and (y) must include Ravi Puvvala.

ARTICLE XI CLOSING; TERMINATION

11.1 The Closing. The Closing of the purchase by Purchaser from Sellers and sale by Sellers to Purchaser of the Assets (the "Closing") shall be held on the second (2nd) Business Day after the satisfaction or waiver of the conditions set forth in Articles IX and X of this Agreement (excluding those conditions which by their nature are to be satisfied as part of the Closing), or at such other time as the Parties may agree (the date on which the Closing occurs, the "Closing Date"), by the exchange of documents by facsimile, PDF, email or other means of electronic transmission. At the Closing, all of the Transactions shall be deemed to be consummated on a

concurrent and simultaneous basis. The Closing shall be effective as of 12:01 a.m. New York City time on the Closing Date.

(a) Sellers' Deliveries at Closing. At the Closing, Sellers shall deliver (or cause to be delivered) to Purchaser the following:

- (i) the duly executed Assignment and Assumption Agreement;
- (ii) the duly executed Bill of Sale;
- (iii) the duly executed Assignment of Intellectual Property;
- (iv) a certified copy of the Confirmation Order and case docket reflecting that the Confirmation Order is in effect;
- (v) a copy of resolutions of the governing body of each Seller approving and authorizing the Transactions;
- (vi) officer's certificates, executed by a duly authorized officer of each Seller to the effect that all conditions to Closing set forth in Section 10.1 and Section 10.2 have been satisfied or waived;
- (vii) an affidavit executed by Parent that is not a disregarded entity as defined in Treasury Regulation Section 1.1445-2(b)(2)(iii) stating that such Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Code; and
- (viii) such other documents as Purchaser or its counsel shall reasonably require in order to effect the Transactions.

(b) Purchaser's Payment of Closing Payment. At the Closing, Purchaser shall deliver the Closing Payment to Sellers.

(c) Purchaser's Deliveries to Sellers at Closing. At the Closing, Purchaser shall deliver (or cause to be delivered) to Sellers the following:

- (i) the duly executed Assignment and Assumption Agreement;
- (ii) a copy of resolutions of the governing body of Purchaser approving and authorizing the Transactions;
- (iii) a certificate, executed by a duly authorized signatory of Purchaser, to the effect that all conditions to Closing set forth in Section 9.1 and Section 9.2 have been satisfied or waived; and
- (iv) such other documents as Sellers or their counsel shall reasonably require in order to effect the Transactions.

11.2 Termination. Anything in this Agreement to the contrary notwithstanding, this Agreement and the Transactions may be terminated in any of the following ways at any time before the Closing and in no other manner, subject to the provisions hereof:

- (a) at any time by mutual written consent of Purchaser and Sellers;
- (b) by Purchaser, if the Closing shall not have occurred on or before February 19, 2021, or such later date as Sellers and Purchaser may agree (the "Termination Date"); *provided, however*, that Purchaser may not terminate this Agreement pursuant to this Section 11.2(b) if the Closing shall not have occurred on or before the Termination Date due to a breach of any representations, warranties, covenants or agreements contained in this Agreement by Purchaser;
- (c) by Sellers, if Purchaser is in breach of any of its representations or is in violation or default of any of its covenants or agreements in this Agreement, which would result in a failure of a condition set forth in Article IX and which breach, violation or default is incapable of being cured or if such breach, violation or default has not been cured or waived within twenty (20) days following receipt of written notice from Sellers specifying, in reasonable detail, such claimed breach, violation or default and demanding its cure or satisfaction; *provided, however*, that Sellers (i) are not themselves in material breach of any of their representations, warranties or covenants contained herein or in the Confirmation Order, (ii) send a notice of termination, and (iii) specify in such notice of termination the representation, warranty or covenant contained herein or in the Confirmation Order of which Purchaser is allegedly in material breach;
- (d) by Purchaser, if Sellers are in breach of any of their representations or are in violation or default of any of their covenants or agreements in this Agreement, which would result in a failure of a condition set forth in Article X and which breach, violation or default is incapable of being cured or if such breach, violation or default has not been cured or waived within twenty (20) days following receipt of written notice from Purchaser specifying, in reasonable detail, such claimed breach, violation or default and demanding its cure or satisfaction; *provided, however*, that Purchaser (i) is not itself in material breach of any of their representations, warranties or covenants contained herein or in the Confirmation Order, (ii) sends a notice of termination, and (iii) specifies in such notice of termination the representation, warranty or covenant contained herein or in the Confirmation Order of which a Seller or Sellers are allegedly in material breach;
- (e) by Sellers or Purchaser, if there shall be in effect a final non-appealable Order of a Governmental Authority of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the Transactions, it being agreed that the Parties shall as promptly as reasonably practicable appeal any adverse determination which is not non-appealable (and pursue such appeal with reasonable diligence); *provided*, that the Party seeking to terminate pursuant to this Section 11.2(e) shall have complied with its obligations, if any, under Section 7.1 in connection with such Law or Order;
- (f) by Purchaser, if, as a result of an Order of the Bankruptcy Court (i) the Bankruptcy Cases are converted to Chapter 7 of the Bankruptcy Code, or (ii) a trustee

(other than a Subchapter V Trustee, unless the Sellers cease to be debtors in possession or such Subchapter V Trustee otherwise operates the Business pursuant to 1183(b)(5) of the Bankruptcy Code), examiner with expanded powers or responsible officer in the Bankruptcy Cases is appointed with respect to Sellers;

(g) by Purchaser, if any secured creditor of any Seller obtains an order granting such creditor relief from the stay to foreclose on or enforce its rights against any of the Assets and, at any time after such order's entry, such order is in full force and effect and has not been vacated or stayed;

(h) by Sellers, if the Closing shall not have occurred on or before the Termination Date; *provided, however*, that Sellers may not terminate this Agreement pursuant to this Section 11.2(h) if the Closing shall not have occurred on or before the Termination Date due to a breach of any representations, warranties, covenants or agreements contained in this Agreement by Sellers;

(i) by Purchaser, as provided in Section 5.6; or

(j) by Purchaser, if (x) the Interim DIP Order (as defined in the DIP Credit Agreement) has not been entered by the Bankruptcy Court on or prior to December 30, 2020 or (y) an Event of Default (as defined in the DIP Credit Agreement) occurs with respect to the DIP Financing.

11.3 Effects of Termination. If this Agreement is terminated pursuant to Section 11.2, this Agreement (other than Section 5.8 (Confirmation Order), this Section 11.3 (Effects of Termination), Section 13 (Expenses, Attorneys' Fees and Brokers' Fees), Section 14.6 (Governing Law; Jurisdiction), Section 14.11 (Negotiated Agreement), Section 14.12 (Notices) and Section 14.14 (Specific Performance), each of which shall remain in full force and effect) shall forthwith become null and void and no Party shall have any liability or further obligation to any other Party, except (i) as provided in Section 5.7, this Section 11.3 and Section 14.14 of this Agreement and (ii) that nothing herein will relieve or release any Party from liability arising from any breach by such Party of this Agreement prior to such termination. If this Agreement is terminated as provided herein, each Party shall redeliver all documents, work papers and other material of any other Party relating to the Transactions, whether obtained before or after the execution hereof, in accordance with the terms of the Confidentiality Agreement.

11.4 Frustration of Closing Conditions. Neither Sellers nor Purchaser may rely on the failure of any condition set forth in Article IX, Article X or any right of termination under Section 11.2, as the case may be, if such failure was caused by such Party's failure to comply with any provision of this Agreement.

ARTICLE XII TAXES

12.1 Taxes Related to Purchase of Assets. Purchaser shall be solely responsible for the payment of any state and local sales, transfer, recording, stamp or other similar transfer taxes (collectively "Transaction Taxes") that may be imposed by reason of the sale, transfer, assignment and delivery of the Assets and not exempted under the Confirmation Order, along with any

recording and filing fees. Purchaser and Sellers agree to cooperate to determine the amount of Transaction Taxes payable in connection with the Transactions. Purchaser and Sellers agree to use reasonable efforts and cooperate in good faith to reduce or eliminate any Transaction Taxes to the extent permitted by Law. Sellers shall, within five (5) days of the date of this Agreement, file a motion with the Court for an Order exempting Sellers from the obligation to pay any State transfer tax or documentary tax stamp in connection with the sale and transfer of the Assets from Sellers to Purchaser. At the Closing, Purchaser shall remit to Sellers such properly completed resale exemption certificates and other similar certificates or instruments as are applicable to claim available exemptions from the payment of sales, transfer, use or other similar Taxes under applicable Law. Purchaser and Sellers shall cooperate in preparing such forms and shall execute and deliver such affidavits and forms as are reasonably requested by the other Party.

12.2 Tax Allocation. Liability for real or personal property Taxes with respect to the Assets (“Property Taxes”) attributable to the Pre-Closing Tax Period shall be borne by Sellers, and liability for such Property Taxes attributable to the Post-Closing Tax Period shall be borne by Purchaser. For purposes of this Agreement, with respect to Taxes attributable to any taxable year or other taxable period beginning on or before and ending after the Closing Date, (i) Taxes imposed on a periodic basis in respect of the Assets (such as Property Taxes) shall be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period pro rata on the basis of the number of days in such period, and (ii) Taxes (other than periodic Taxes) in respect of the Assets for the Pre-Closing Tax Period shall be computed as if such taxable period ended as of the end of the Closing Date. For the avoidance of doubt, if any Property Taxes subject to proration under this Section 12.2 are imposed after the Closing Date, Sellers shall be liable for the proportionate amount of such Property Taxes based on the number of days within the Pre-Closing Tax Period. If any Property Taxes subject to proration under this Section 12.2 are paid by Purchaser, on the one hand, or Sellers, on the other hand, the proportionate amount of such Property Taxes paid shall be paid promptly by the other but in no event later than five (5) days after the payment of such Property Taxes. Without limiting any other provision of this Agreement, Sellers shall be solely liable for any Taxes imposed upon Sellers or any of their Affiliates for the Pre-Closing Tax Period.

12.3 Cooperation. Purchaser and Sellers agree to furnish or cause to be furnished to each other, as promptly as reasonably practicable, such information and assistance relating to the Assets as is reasonably necessary for the preparation and filing of any Tax Return, for the preparation for and proof of facts during any Tax audit, for the preparation for any Tax protest, for the prosecution or defense of any suit or other proceeding relating to Tax matters and for the answer of any governmental or regulatory inquiry relating to Tax matters. Purchaser agrees to retain possession of all Tax files, books and records delivered to Purchaser by Sellers for a period of at least five (5) years from the Closing Date. If Purchaser determines to destroy or discard any of such files, books or records after the end of such five (5) year period, Purchaser shall give Sellers reasonable notice thereof and shall allow Sellers to take possession of such files, books and records at Sellers’ expense. From and after the Closing Date, Purchaser agrees that it shall provide reasonable access to Sellers and their attorneys, accountants and other representatives (after reasonable notice and during normal business hours and without charge) to such files, books and records as Sellers may reasonably deem necessary to prepare for, file, prove, answer, prosecute or defend any claim, suit, inquiry or other proceeding, related to Taxes in connection with the Assets.

ARTICLE XIII
EXPENSES, ATTORNEYS' FEES AND BROKERS' FEES

13.1 Expenses. Each Party shall be responsible for the payment of its own attorneys', brokers' and other fees and expenses in connection with the Transactions.

ARTICLE XIV
MISCELLANEOUS

14.1 Sale of Assets Subject to Bankruptcy Court Approval. This Agreement, the sale of the Assets hereunder, and Sellers' obligations and ability to perform under this Agreement is conditioned and contingent upon Bankruptcy Court entry of the Confirmation Order. Sellers shall use their commercially reasonable efforts to obtain scheduling of the Confirmation Hearing and entry of the Confirmation Order at the Confirmation Hearing as soon as reasonably practicable following the execution by Purchaser and Seller of this Agreement.

14.2 Survival of Representations and Warranties and Covenants. Until the Closing, all representations and warranties herein or in any Ancillary Agreement shall be operative and in full force and effect. All representations and warranties and covenants contained herein or in any Ancillary Agreement shall terminate and shall not survive the Closing, except that covenants that by their terms are to be performed after Closing shall survive Closing in accordance with their terms, including without limitation those contained in Sections 5.1, 5.2, 5.7, 5.13, Article VI, Article VII, Article VIII, Article XII, and Article XIII.

14.3 Entirety of Agreement; Amendments and Waivers. This Agreement, the Disclosure Schedules (including all schedules and exhibits hereto and thereto), together with the Ancillary Agreements and certificates delivered hereunder, state the entire agreement of the Parties with respect to the subject matter hereof, merge all prior negotiations, agreements and understandings, if any, and state in full all representations, warranties, covenants and agreements which have induced this Agreement. Each of Sellers and Purchaser otherwise makes no other representations or warranties including any implied representations or warranties. Each Party agrees that in dealing with third parties no contrary representations shall be made. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Party against whom enforcement of any such amendment, supplement, modification or waiver is sought. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder 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.

14.4 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties without the prior written consent of the other Party except, in the case of Purchaser, this Agreement and the rights, interests and obligations may be assigned to an Affiliate of Purchaser without the consent of Sellers as long as such entity becomes a party to this Agreement and agrees to be bound by the representations, warranties, covenants and obligations herein and Purchaser guaranties such entity's obligations. No Party

shall be relieved of any liability or obligations hereunder in respect of any assignment pursuant to this Section 14.4, unless such assignor has received a written release expressly excepting such assignor from any liability that may arise hereunder.

14.5 Successors and Assigns; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective heirs, personal representatives, legatees, successors and permitted assigns.

14.6 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York applicable to contracts made and to be entirely performed therein, except to the extent that such Laws are superseded by the Bankruptcy Code. In the event of any controversy or claim arising out of or relating to this Agreement or the breach or alleged breach hereof, each of the Parties irrevocably (a) submits to the exclusive jurisdiction of the Bankruptcy Court, (b) waives any objection which it may have at any time to the laying of venue of any Action or proceeding brought in the Bankruptcy Court, (c) waives any claim that such Action or proceeding has been brought in an inconvenient forum, and (d) agrees that service of process or of any other papers upon such Party by registered mail at the address to which notices are required to be sent to such Party under Section 14.12 shall be deemed good, proper and effective service upon such Party.

14.7 Gender and Number. In this Agreement, words importing the singular include the plural and vice versa and words importing a specific gender include all genders.

14.8 Headings. The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

14.9 Construction. In this Agreement (a) words denoting the singular include the plural and vice versa, (b) “it” or “its” or words denoting any gender include all genders, (c) the word “including” shall mean “including without limitation,” whether or not expressed, (d) “or” shall not be exclusive and shall mean “and/or,” (e) any reference to a statute shall mean the statute and any regulations thereunder in force as of the date of this Agreement or the Closing Date, as applicable, unless otherwise expressly provided, (f) any reference herein to a Section or Exhibit refers to a Section of, or Exhibit to, this Agreement, unless otherwise stated and (g) when calculating the period of time within or following which any act is to be done or steps taken, the date which is the reference day in calculating such period shall be excluded and if the last day of such period is not a Business Day, then the period shall end on the next day which is a Business Day. Notwithstanding anything to the contrary, the Sellers representations, warranties and covenants, and any breach of any such representations, warranties and covenants, shall not be affected or deemed waived by reason of any investigation made by or on behalf of Purchaser (including by any of its representatives) or by reason of the fact that Purchaser (or any of its representatives) knew or should have known that any such representation or warranty is, was or might be inaccurate.

14.10 Severability. If any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by applicable Law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument.

14.11 Negotiated Agreement. Each of Sellers and Purchaser acknowledges that it has been advised and represented by counsel in the negotiation, execution and delivery of this Agreement and accordingly agrees that, if an ambiguity exists with respect to any provision of this Agreement, such provision shall not be construed against any party because such party or its representatives drafted such provision.

14.12 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given or made as follows: (a) if sent by registered or certified mail in the United States return receipt requested, upon receipt; (b) if sent designated for overnight delivery by nationally recognized overnight air courier (such as Federal Express), one Business Day after delivery to such courier; (c) if sent by electronic mail or facsimile transmission before 5:00 p.m. in New York, when transmitted and receipt is confirmed; (d) if sent by electronic mail or facsimile transmission after 5:00 p.m. in New York and receipt is confirmed, on the following Business Day; and (e) if otherwise actually personally delivered, when delivered, provided that such notices, requests, demands and other communications are delivered to the address set forth below, or to such other address as any Party shall provide by like notice to the other Parties to this Agreement:

Purchaser: Harman Becker Automotive Systems, Inc.
c/o Harman International Industries, Incorporated
400 Atlantic Street
Stamford, Connecticut 06901
Attn: Michelle Taigman, Bill Casey
Email: michelle.taigman@harman.com,
bill.casey@harman.com

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

Wiggin and Dana LLP
437 Madison Avenue, 35th Floor
New York, New York 10022
Attn: Andrew Ritter
Email: aritter@wiggin.com

Sellers: Savari, Inc.
2005 De La Cruz Blvd, Suite #111
Santa Clara, California 95050
Attn: Ravi Puvvala, Paul Sakamoto
Email: ravi@savari.net, sakamoto@savari.net

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

Griffin Hamersky LLP
420 Lexington Avenue, #400
New York, New York 10170
Attn: Scott Griffin
Email: sgriffin@grifflegal.com

Any Party may change its address for service from time to time by notice given to other Parties in accordance with the foregoing.

14.13 Counterparts; Facsimile Copies. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed facsimile or other electronic copies of this Agreement shall legally bind the Parties to the same extent as original documents.

14.14 Specific Performance.

(a) Sellers acknowledge that Purchaser would be damaged irreparably in the event that this Agreement is not performed by Sellers in accordance with its specific terms or is otherwise breached, or threatened to be breached, by Sellers or Sellers fail to consummate the Closing as required hereunder and that, in addition to any other remedy that Purchaser may have under Law or equity as a remedy for any such breach or threatened breach, Purchaser shall be entitled to equitable relief, without proof of actual damages, including an injunction or injunctions or Orders for specific performance to prevent breaches of the terms of this Agreement and to enforce specifically the terms and provisions hereof that are required to be performed by Sellers (including any Order sought by Purchaser to cause Sellers to perform their agreements and covenants contained in this Agreement or any Ancillary Agreement).

(b) Sellers and Purchaser further agree that no other Party or any other Person shall be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Section 14.14, and each Party (i) irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument and (ii) agrees to cooperate fully in any attempt by the other Party or Parties in obtaining such equitable relief. Each Party further agrees that the only permitted objection that it may raise in response to any Action for equitable relief is that it contests the existence of a breach or threatened breach of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written.

PURCHASER

HARMAN BECKER AUTOMOTIVE SYSTEMS,
INC.

By: /s/ Michelle Epstein Taigman
Name: Michelle Epstein Taigman
Title: VP & Secretary

PARENT

SAVARI, INC.

By: /s/
Name:
Title:

SELLER SUBSIDIARIES

SAVARI SYSTEMS PVT. LTD

By: /s/
Name:
Title:

VTES, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first above written.

PURCHASER

HARMAN BECKER AUTOMOTIVE SYSTEMS,
INC.

By: _____
Name:
Title:

PARENT

SAVARI, INC.

By: /s/ Ravi Puvvala
Name: Ravi Puvvala
Title: Chief Executive Officer

SELLER SUBSIDIARIES

SAVARI SYSTEMS PVT. LTD

By: /s/ Ravi Puvvala
Name: Ravi Puvvala
Title: Director

VTES, INC.

By: /s/ Ravi Puvvala
Name: Ravi Puvvala
Title: Chief Executive Officer

EXHIBIT A

(Form of Assignment and Assumption Agreement)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “Agreement”), effective as of [●] (the “Effective Date”), is by and among Harman Becker Automotive Systems, Inc., a Delaware corporation (“Purchaser”), Savari, Inc., a California corporation (“Parent”), and each of Parent’s direct Subsidiaries (as defined below) listed on the signature pages hereto (collectively with Parent, “Sellers” and, each individually, a “Seller” and, together with Purchaser, the “Parties”).

WHEREAS, Purchaser and the Sellers have entered into that certain Asset Purchase Agreement, dated as of December 27, 2020 (the “Purchase Agreement”), pursuant to which, among other things, the Sellers have agreed to sell, convey, transfer, assign and deliver to Purchaser, and Purchaser has agreed to purchase from Sellers, all of Sellers’ right, title and interest in the Assets and the Assumed Liabilities (in each case as defined in the Purchase Agreement).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
2. Assignment of Assets. Sellers hereby sell, convey, transfer, assign and deliver to Purchaser, and Purchaser hereby purchases, all of Sellers’ right, title and interest as of the date hereof in and to the Assets, in each case, free and clear of all Encumbrances.
3. Assumption of Assumed Liabilities. Sellers hereby transfer and assign to Purchaser, and Purchaser hereby accepts and assumes all of the Assumed Liabilities, if any.
4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants and agreements relating to the Assumed Contracts, are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
5. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York applicable to contracts made and to be entirely performed therein, except to the extent that such Laws are superseded by the Bankruptcy Code.
6. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed facsimile or other electronic copies of this Agreement shall legally bind the Parties to the same extent as original documents.

7. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[Signature Pages Follow]

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

PURCHASER

HARMAN BECKER AUTOMOTIVE SYSTEMS,
INC.

By: _____

Name:

Title:

PARENT

SAVARI, INC.

By: _____

Name:

Title:

SELLER SUBSIDIARIES

SAVARI SYSTEMS PVT. LTD

By: _____

Name:

Title:

VTES, INC.

By: _____

Name:

Title:

EXHIBIT B

(Form of Assignment of Intellectual Property)

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”), effective as of [●], is made by Savari, Inc., a California corporation (the “Parent”), and each of Parent’s direct subsidiaries listed on the signature pages hereto (collectively, with Parent, “Sellers”), in favor of Harman Becker Automotive Systems, Inc., a Delaware corporation (“Purchaser”), the purchaser of certain assets of Sellers pursuant to that certain Asset Purchase Agreement dated as of December 27, 2020 (the “Asset Purchase Agreement”), by and among Sellers and Purchaser.

WHEREAS, under the terms of the Asset Purchase Agreement, Sellers have sold, conveyed, transferred, assigned and delivered to Purchaser, among other assets, certain intellectual property of Sellers, and have agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the Sellers agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably sell, convey, transfer, assign and deliver to Purchaser, and Purchaser hereby accepts, all of Sellers’ right, title and interest in and to the following (the “Assigned IP”):

(a) the patent registrations and applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “Patents”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the “Trademarks”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Sellers hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon

request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, Sellers shall take such steps and actions, and provide such cooperation and assistance to Purchaser and Purchaser's successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Purchaser with respect to the Assigned IP. The representations, warranties, covenants and agreements contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed facsimile or other electronic copies of this IP Assignment shall legally bind the Parties to the same extent as original documents.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York applicable to contracts made and to be entirely performed therein, except to the extent that such Laws are superseded by the Bankruptcy Code.

[Signature Pages Follow]

IN WITNESS WHEREOF, Sellers have duly executed and delivered this IP Assignment as of the date first above written.

SELLER

SAVARI, INC.

By: _____

Name:

Title:

Address for Notice:

SELLER SUBSIDIARIES

SAVARI SYSTEMS PVT. LTD

By: _____

Name:

Title:

Address for Notice:

VTES, INC.

By: _____

Name:

Title:

Address for Notice:

PURCHASER

HARMAN BECKER AUTOMOTIVE
SYSTEMS, INC.

By: _____

Name:

Title:

Address for Notice:

SCHEDULE 1

ASSIGNED PATENT REGISTRATIONS AND PATENT APPLICATIONS¹

Patent Registrations

Title	Jurisdiction	Registration Number	Registration Date

Patent Applications

Title	Jurisdiction	Application Number	Filing Date

¹ Note to Draft: To include any applicable Business IP Registrations set forth in Section 2.1(d) of the Disclosure Schedules as of Closing.

SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS²

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date

² Note to Draft: To include any applicable Business IP Registrations set forth in Section 2.1(d) of the Disclosure Schedules as of Closing.

EXHIBIT C

(Form of Bill of Sale)

BILL OF SALE

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Savari, Inc., a California corporation (the "Parent"), and the Parent's direct subsidiaries listed on the signature page hereto (collectively, with the Parent, "Sellers"), do each hereby sell, convey, transfer, assign and deliver to Harman Becker Automotive Systems, Inc., a Delaware corporation ("Purchaser"), all of their respective right, title and interest in and to the Assets, as such term is defined in the Asset Purchase Agreement dated as of December 27, 2020 (the "Asset Purchase Agreement"), by and among Sellers and Purchaser, to have and to hold the same unto Purchaser, its successors and assigns, forever.

Sellers for themselves and their respective successors and assigns, hereby covenant and agree that, at any time and from time to time upon the written request of the Purchaser, Sellers will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required by Purchaser in order to assign, transfer, set over, convey, assure and confirm unto and vest in Purchaser, its successors and assigns, title to the assets sold, conveyed and transferred by this Bill of Sale.

IN WITNESS WHEREOF, each of the Sellers has duly executed this Bill of Sale as of [●].

PARENT

SAVARI, INC.

By: _____
Name:
Title:

SELLER SUBSIDIARIES

SAVARI SYSTEMS PVT. LTD

By: _____
Name:
Title:

VTES, INC.

By: _____
Name:
Title:

EXHIBIT D

(Form of Confirmation Order)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
	:
In re:	: Chapter 11
	: (Subchapter V)
VTES, INC., <i>et al.</i> ,	:
	: Case No. 20-_____ ()
Debtors. ¹	:
	: (Joint Administration Requested)
-----X	

**CHAPTER 11 PLAN OF VTES, INC. ET AL., UNDER
SUBCHAPTER V OF CHAPTER 11 OF THE BANKRUPTCY CODE**

**HONORABLE _____
UNITED STATES BANKRUPTCY JUDGE**

WHEREAS, the above-captioned debtors and debtors in possession (each a “Debtor,” and collectively, the “Debtors”), as joint proponents of the Plan, filed the Chapter 11 Plan of the Debtors Under Subchapter V of Chapter 11 of the Bankruptcy Code dated December 28, 2020 (the “Plan”)² [Docket No. ___] in accordance with sections 1121, 1190, and 1191 of title 11 of the United States Code (the “Bankruptcy Code”);

WHEREAS on December __, 2020, the Bankruptcy Court entered an order approving, among other things, (i) scheduling a confirmation hearing on the Plan (the “Confirmation Hearing”); (ii) setting a deadline for objections to the Plan; (iii) approving the form of notice of hearing on Plan confirmation; (iv) approving the form of ballot and (v) setting a voting deadline for acceptance or rejection of the Plan (the “Plan Scheduling Order”) [Docket No. ___];

¹ The Debtors in these Chapter 11 Cases are VTES, Inc., Savari, Inc., and Savari Systems Pvt. Ltd. The last four digits of VTES, Inc. and Savari, Inc.’s federal tax identification numbers are 3188 and 9745, respectively. The last four digits of Savari Systems Pvt. Ltd.’s registration number are 8251. The Debtors’ mailing address is 2005 De La Cruz Boulevard, Suite 111, Santa Clara, California 95050.

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

WHEREAS the affidavit of _____, sworn to on December __, 2020, was filed evidencing, in accordance with the Plan Scheduling Order, publication of the Notice of (i) Confirmation Hearing date; (ii) deadline for objections to the Plan; and (iii) voting deadline for acceptance or rejection of the Plan (the “Publication Affidavit”) [Docket No. __];

WHEREAS the affidavit of _____, sworn to on February __, 2021, was filed evidencing: (a) the transmittal of the notice of the Confirmation Hearing; (b) the service of the solicitation package to holders of Claims and Interests and other parties in interest; and (c) all other notices, ballots, and documents to be served in connection with the Confirmation Hearing, voting on the Plan, and all related matters (the “Solicitation Affidavit”) [Docket No. __];

WHEREAS no objections or responses having been filed as to Confirmation of the Plan;

WHEREAS on February __, 2021 the Debtors filed (i) their Memorandum of Law in Support of Confirmation of the Plan (the “Confirmation Brief”) [Docket No. __], and (ii) the Declaration of _____ in Support of Plan Confirmation (the “_____ Declaration”) [Docket No. __];

WHEREAS the Declaration of _____ of Stretto, Regarding the Solicitation of Votes and Tabulation of Ballots Cast on the Plan, was filed attesting and certifying the method and results of the tabulation of votes on the Plan (the “Tabulation Declaration”) [Docket No. __];

WHEREAS the Confirmation Hearing was held on February __, 2021, at which time the Bankruptcy Court considered (a) confirmation of the Plan, (b) the Sale of substantially all of the Debtor’s assets, and (c) approval of the Plan’s injunctive, release, and exculpation provisions, and the record was closed;

WHEREAS notice of the Confirmation Hearing was deemed good and sufficient notice of the Plan;

NOW, THEREFORE, based on the Publication Affidavit, the Solicitation Affidavit, the Confirmation Brief, the _____ Declaration, and the Tabulation Declaration; and upon the entire record of the Chapter 11 Cases, including, without limitation, the record made at the Confirmation Hearing; and after finding that due, sufficient and adequate notice of the Confirmation Hearing has been provided to holders of Claims, Interests and to all other parties in interest herein; and after due deliberation and good and sufficient cause appearing therefor

FINDINGS OF FACT AND CONCLUSIONS OF LAW

IT IS HEREBY FOUND AND DETERMINED THAT:

1. Findings of Fact and Conclusions of Law. The findings and conclusions set forth herein, together with the findings of fact and conclusions of law set forth in the record of the Confirmation Hearing, constitute the Bankruptcy Court's findings of fact and conclusions of law pursuant to the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

2. Exclusive Jurisdiction; Venue; Core Proceeding. The Bankruptcy Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper under 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(L), and the Bankruptcy Court has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed.

3. Chapter 11 Petition. On December 27, 2020, the Debtors filed voluntary petitions for relief under subchapter V of chapter 11 of the Bankruptcy Code (the “Chapter 11 Cases”). The Debtors are each an eligible debtor under section 109 of the Bankruptcy Code, and the Debtors, jointly, are a proper plan proponent under sections 1121(a) and (c) of the Bankruptcy Code. The Debtors are authorized to continue to operate their business and manage their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Other than the Subchapter V Trustee, no other trustee or examiner has been appointed pursuant to section 1104 of the Bankruptcy Code.

4. Burden of Proof. As the proponent of the Plan, the Debtors have the burden of proving that the elements of sections 1129(a), 1129(b), and 1191 of the Bankruptcy Code have been met by a preponderance of the evidence. The Debtors have met such burden by a preponderance of the evidence.

5. Bankruptcy Rule 3016(a). In accordance with Bankruptcy Rule 3016(a), the Plan is dated and identifies the Debtors as joint proponents of the Plan.

6. Transmittal and Mailing of Materials; Notice. Due, timely, sufficient and adequate notice of the Plan, any modifications of the Plan, the Confirmation Hearing, and the deadlines for voting on and filing objections to the Plan has been given to all known holders of Claims or Interests and other parties in interest in accordance with the procedures established by the Plan Scheduling Order, the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”), and all other applicable laws, rules and regulations.

7. Adequacy of Voting Procedures. Certain Classes of Claims and Interests are impaired under the Plan. The solicitation by the Debtors of votes to accept or reject the Plan was

proposed and conducted in good faith and complied with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, the Plan Scheduling Order, all other applicable provisions of the Bankruptcy Code and all other applicable laws, rules, and regulations.

8. Good Faith Solicitation. The procedures by which the Ballots were transmitted to the holders of Claims in Classes designated under the Plan as Class 4 – General Unsecured Claims, which were entitled to vote on the Plan, and the procedures for tabulating the votes were fair and properly conducted in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Plan Scheduling Order, and all other applicable laws, rules, and regulations.

9. Voting Results. Pursuant to the Tabulation Declaration, Class 4 – General Unsecured Claims have voted to accept the Plan. Class 1 – Superpriority DIP Claims, Class 2- Secured Claims, and Class 3 – Priority Non-Tax Claims are not impaired under the Plan. Accordingly, these Classes are deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Class 5 – Interests will receive no Distributions or property under the Plan. Accordingly, this Class is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

10. Classification of Claims. The classification scheme of Claims and Interests in the Plan is reasonable and complies with the requirements of sections 1122 and 1123 of the Bankruptcy Code. Claims or Interests in each particular Class are substantially similar to other Claims or Interests contained in such Class.

11. Unclassified Claims. Pursuant to section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims are not classified under the Plan and shall instead be treated separately as Unclassified Claims on the terms set forth in Article V of the Plan.

12. Treatment of Claims. As required by and in compliance with sections 1123(a)(1) and (a)(3) of the Bankruptcy Code, the Plan identifies the Classes of Claims against or Interests in the Debtors and specifies the treatment of each Class of Claims or Interests under the Plan. As required by and in compliance with Section 1123(a)(2) of the Bankruptcy Code, Class 1 – Superpriority DIP Claims, Class 2- Secured Claims, and Class 3 – Priority Non-Tax Claims are not impaired under the Plan. Consistent with section 1123(a)(4) of the Bankruptcy Code, the Plan provides the same treatment for each Claim or Interest within a particular Class.

13. Implementation. As required by section 1123(a)(5) of the Bankruptcy Code, the Plan contemplates adequate means for its execution and implementation including, but not limited to: (a) Distribution in full, on the Effective Date, or shortly thereafter, to holders of Allowed Claims in certain Classes; (b) the Distribution of the proceeds derived from the Estates’ Assets, including the Sale Proceeds; (c) the procedures governing the Allowed Claims and Distributions; and (d) the dissolution of the Debtors.

14. No Issuance of Securities. The Debtors will not be issuing equity securities. Therefore, section 1123(a)(6) of the Bankruptcy Code is inapplicable in the Chapter 11 Case.

15. Subchapter V Trustee. In conjunction with section 1123(a)(7) of the Bankruptcy Code, the Plan provides for _____ (the “Subchapter V Trustee”) to administer Distributions in accordance with the Plan.

16. Impaired Classes. Consistent with section 1123(b) of the Bankruptcy Code, the Plan provides for the (a) impairment of all Classes of Claims and Interests, (b) rejection of executory contracts and unexpired leases, (c) retention of all Causes of Action, except those

Avoidance Actions expressly released under the Plan or acquired by the Buyer pursuant to the Asset Purchase Agreement, and (d) release, injunction and/or exculpation of certain parties.

17. Sale Transaction. The Asset Purchase Agreement was negotiated, proposed, and entered into by the Debtors and Buyer without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtors nor Buyer have engaged in any conduct that would cause or permit the Asset Purchase Agreement to be avoided under Bankruptcy Code section 363(n), and the Buyer has acted in good faith in providing the DIP Facility (as defined in the Asset Purchase Agreement) in support of the Sale Transaction. Buyer is consummating the Sale Transaction in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code. Buyer has proceeded in good faith in all respects in connection with the Sale Transaction. Buyer is therefore entitled to all of the protections afforded under section 363(m) of the Bankruptcy Code.

18. The Debtors' prepetition marketing process with respect to the Sale Transaction afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer. The Asset Purchase Agreement constitutes the highest and best offer, and will provide a greater recovery for the Debtors' Estates than would be provided by any other available alternative. The Debtors' determination that the Asset Purchase Agreement constitutes the highest and best offer constitutes a valid and sound exercise of the Debtors' business judgment. Approval of the Asset Purchase Agreement and the consummation of the Sale Transaction is in the best interests of the Debtors' Estates, their creditors, and other parties in interest.

19. The consideration provided by Buyer pursuant to the Asset Purchase Agreement (i) is fair and reasonable, (ii) is the highest or best offer for the purchased assets, and

(iii) constitutes an amount that is greater than or equal to reasonably equivalent value (as such term is defined in each of the Uniform Voidable Transfer Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and section 548 of the Bankruptcy Code) and that is fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia. No other person or entity or group of entities has offered to purchase the assets for greater overall value to the Debtors' Estates than Buyer.

20. Buyer is not a mere continuation or substantial continuation of the Debtors or their Estates and there is no continuity of enterprise or common identity between Buyer and any of the Debtors. Buyer is not holding itself out to the public as a continuation of any of the Debtors. Buyer is not a successor to the Debtors or their Estates by reason of any theory of law or equity, and the Sale Transaction does not amount to a consolidation, merger, or de facto merger of Buyer with or into any of the Debtors or any of the Debtors with or into Buyer.

21. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full; therefore, subject to the obligations set forth in the Plan, the Debtors may sell the purchased assets under the Asset Purchase Agreement free and clear of any claims, liens, encumbrances, or other interests of any kind or nature whatsoever other than as expressly provided under the Asset Purchase Agreement. In addition to and without limiting the foregoing, the proposed Sale Transaction is to be consummated under the Plan, and the assets and property to be sold pursuant to the Sale Transaction are dealt with by the Plan; therefore, except as expressly provided under the Asset Purchase Agreement, the Debtors may sell assets and property pursuant to the Asset Purchase Agreement free and clear of any claims, liens, encumbrances, or other interests of any kind or nature whatsoever (including, but not limited to, any United States document recording tax, stamp tax, conveyance fee, intangibles or similar tax,

mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or similar tax of governmental assessment) pursuant to section 1141(c) of the Bankruptcy Code. Buyer has entered into the Asset Purchase Agreement and is consummating the Sale Transaction in material reliance on and with fair consideration provided for the Sale Transaction being free and clear of any claims, liens, encumbrances, or other interests of any kind or nature whatsoever (except as expressly provided under the Asset Purchase Agreement), including any successor or vicarious liabilities or transfer taxes of any kind or nature, as set forth herein and in the Asset Purchase Agreement. Buyer would not have entered into the Asset Purchase Agreement and would not consummate the transactions contemplated thereby if the Sale Transaction were not free and clear of all liens, claims interests and encumbrances.

22. The consummation of the Sale Transaction and the assumption and assignment of any assumed executory contracts or unexpired leases are legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, Bankruptcy Code sections 105(a), 363(b), 363(f), 363(m), and 365, and all of the applicable requirements of such sections have been complied with in respect of the transaction. Accordingly, the Debtors are authorized to undertake the transactions contemplated under the Asset Purchase Agreement pursuant to sections 363, 365, 1123(a)(5)(B), and 1123(a)(5)(D) of the Bankruptcy Code.

23. Subject to the obligations set forth in the Plan, the Debtors may sell such assets free and clear of all claims, liens, encumbrances, and other interests of any kind or nature whatsoever (other than as expressly provided under the Asset Purchase Agreement) because, in each case, one or more of the standards set forth in sections 363(f)(1)–(5) and 1129(b)(2)(A)(ii) of the Bankruptcy Code has been satisfied. All holders of such claims, liens, encumbrances, or

other interests against the Debtors, their Estates, or any of the assets subject to the Sale Transaction (a) who did not object, or withdrew their objections, to the Sale Transaction are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code and (b) are bound by the Plan pursuant to section 1141(a). All holders of such claims, liens, encumbrances, or other interests are adequately protected by having their claims, liens, encumbrances, or other interests, if any, in each instance against the Debtors, their Estates, or any of the assets subject to the Sale Transaction, attach to the net cash proceeds of the Sale Transaction ultimately attributable to the assets in which such creditor alleges a claim, lien, encumbrance, or other interest, in the same order of priority, with the same validity, force, and effect that such claim, lien, encumbrance, or other interest had prior to consummation of the Sale Transaction, subject to any claims and defenses the Debtors and their estates may possess with respect thereto, and with such claims, liens, encumbrances, or other interests being treated in accordance with the Plan.

24. Executory Contracts and Unexpired Leases. Consistent with section 1123(b)(2) of the Bankruptcy Code, the Plan provides for the assumption and assignment to the Buyer or rejection of each of the Debtors' executory contracts and unexpired leases, to the extent they have not been previously assumed or rejected, or have not been assumed or assigned to the Buyer, pursuant to section 365 of the Bankruptcy Code by prior order of the Bankruptcy Court, as of the Effective Date of the Plan. In accordance with Article IX of the Plan, the extent not previously rejected, on the Confirmation Date, but subject to the occurrence of the Effective Date, all executory contracts and unexpired leases of the Debtors entered into prior to the Petition Date that have not previously been assumed or rejected, or have not been assumed and assigned to Buyer, in conjunction with the Plan and Confirmation Order, shall be deemed

rejected by the Debtors pursuant to the provisions of section 365 of the Bankruptcy Code; *provided, however*, that executory contracts that are the subject of disputed Cure Amounts shall not be rejected unless, following the Effective Date, Buyer elects to exclude such executory contract from the Sale Transaction pursuant to the terms of the Asset Purchase Agreement.

25. Rejection Damages. Claims created by the rejection of executory contracts or unexpired leases pursuant to Section 9.2 of the Plan must be filed with the Clerk of the Bankruptcy Court and served upon the Debtors and the Subchapter V Trustee, as applicable, not later than thirty (30) days after the date of service of notice of entry of the Confirmation Order, or such other period set by the Bankruptcy Court. Any such Claims for which a proof of claim is not filed and served within such time will be forever barred from assertion and shall not be enforceable against the Debtors, their Estates, and the Subchapter V Trustee.

26. No Objection to Deemed Rejection of Contracts and Leases. No party to an executory contract or unexpired lease to be rejected by the Debtors pursuant to the Plan have objected to such rejection.

27. Plan Compliance with Bankruptcy Code – 11 U.S.C. § 1129(a)(1). As required by section 1129(a)(1) of the Bankruptcy Code, the Plan complies with all applicable provisions of the Bankruptcy Code. As set forth in the Confirmation Brief and discussed herein, (a) the Claims and Interests are properly classified in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code; (b) unimpaired classes are specified as required under section 1123(a)(2) of the Bankruptcy Code; (c) treatment of impaired classes is specified pursuant to section 1123(a)(3) of the Bankruptcy Code; (d) the Plan provides for the same treatment for each Claim or Interest in each respective Class unless the holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest, thereby

satisfying section 1123(a)(4) of the Bankruptcy Code; (e) the Plan provides an adequate and proper means for its implementation as required under section 1123(a)(5) of the Bankruptcy Code; and (f) the Plan's additional provisions are appropriate and not inconsistent with the applicable provisions of the Bankruptcy Code. Sections 1123(a)(6) and 1123(a)(8) of the Bankruptcy Code are inapplicable in this Chapter 11 Case.

28. Debtor's Compliance with Bankruptcy Code – 11 U.S.C. § 1129(a)(2). As required by section 1129(a)(2), the plan proponent, the Debtors, have complied with all of the applicable provisions of the Bankruptcy Code, including, without limitation, the disclosure and solicitation requirements of sections 1125 and 1126 of the Bankruptcy Code. Except as provided for in the Plan Scheduling Order, the Debtors transmitted solicitation materials, including Ballots, to the holders of Claims in Class 4 – General Unsecured Claims entitled to vote on the Plan, and non-voting materials to holders of Disputed Claims, Unclassified Claims, and Class 1 – Superpriority DIP Claims, Class 2 – Secured Claims, Class 3 Priority Non-Tax Claims, and Class 5 – Interests. Such materials were distributed in compliance with the requirements of the Plan Scheduling Order, the Bankruptcy Code, and the Bankruptcy Rules.

29. Plan Proposed in Good Faith – 11 U.S.C. § 1129(a)(3). As required by section 1129(a)(3), the Plan has been proposed in good faith and not by any means forbidden by law. The Debtors have valid and legitimate business reasons in proposing the Plan including, *inter alia*, providing recoveries in satisfaction of Claims to its various stakeholders.

30. Payments for Services or Costs and Expenses – 11 U.S.C. § 1129(a)(4). As required by section 1129(a)(4) of the Bankruptcy Code, any payment made or to be made by the Debtors for services or for costs and expenses in connection with the Chapter 11 Cases, or in connection with the Plan, other than those incurred in the ordinary course of business, has been

approved, or is subject to the approval of, the Bankruptcy Court, as reasonable. Each Professional who holds or asserts a Professional Fee Claim for services rendered before the Effective Date is required to file an application for final allowance of compensation and reimbursement no later than 30 days after the Effective Date.

31. Directors, Officers and Insiders – 11 U.S.C. § 1129(a)(5). In accordance with section 1129(a)(5)(A) of the Bankruptcy Code, the Debtors have disclosed the identity of _____ as the Subchapter V Trustee. To the extent the Subchapter V Trustee would fall within the ambit of section 1129(a)(5), the Plan satisfies the requirements of such section as the Subchapter V Trustee has been identified under the Plan. This appointment is consistent with the interests of creditors and equity security holders and with public policy.

32. No Rate Changes – 11 U.S.C. § 1129(a)(6). Section 1129(a)(6) of the Bankruptcy Code is inapplicable because the Debtors are winding down their affairs and not charging rates that are the subject of any regulatory commission with jurisdiction.

33. Best Interests of Creditors – 11 U.S.C. § 1129(a)(7). As required by section 1129(a)(7) of the Bankruptcy Code, with respect to all Impaired Classes of Claims or Interests, each holder of a Claim or Interest of such Class has either accepted the Plan or will receive or retain under the Plan on account of such Claim property of a value, as of the Effective Date, that is not less than the amount such holder would receive or retain if the Debtors were liquidated on the Effective Date under chapter 7 of the Bankruptcy Code. Considering the Debtors alternatives to confirmation, as discussed in Section IV of the Plan, Creditors will likely receive more under the Plan than in a chapter 7 liquidation. For these reasons, the Debtors have demonstrated by a preponderance of the evidence that the Plan satisfies section 1129(a)(7).

34. Deemed Acceptance or Rejection by Certain Classes – 11 U.S.C. § 1129(a)(8). The requirements of section 1129(a)(8) of the Bankruptcy Code are satisfied with respect to Class 1 – Superpriority DIP Claims, Class 2- Secured Claims, and Class 3 – Priority Non-Tax Claims as such classes are not impaired under the Plan. The requirements of section 1129(a)(8) of the Bankruptcy Code are satisfied with respect to Class 4 which have accepted the Plan. The Plan is fair and equitable with respect to Class 4. The rejecting Class consists of Class 5 – Interests. Because Class 5 – Interests will receive no Distributions and retain no property under the Plan, it is deemed to have rejected the Plan. Because the requirements of section 1129(a)(8) are not satisfied with respect to Class 5, the Debtors have requested that the Bankruptcy Court confirm the Plan under section 1129(b) as to that Class. The Plan is fair and equitable with respect to these Interests because no Class junior to Class 4 under the Plan will receive or retain any property under the Plan on account of such junior interest. The Plan does not discriminate unfairly with respect to holders of Interests in Class 4.

35. Treatment of Administrative, Priority Tax Claims – 11 U.S.C. § 1129(a)(9). The Plan provides for the treatment of Allowed Administrative Claims and Allowed Priority Tax Claims pursuant to sections 507(a) of the Bankruptcy Code, in accordance with section 1129(a)(9) of the Bankruptcy Code, except to the extent that the holder of a particular Claim has agreed in writing to a different and less favorable treatment.

36. Acceptance by Impaired Class – 11 U.S.C. § 1129(a)(10). As required by section 1129(a)(10) of the Bankruptcy Code, and as demonstrated by the Tabulation Declaration, at least one Impaired Class of Claims has accepted the Plan (Class 4 – General Unsecured Claims has accepted the Plan), as determined without including any acceptance of the Plan by an insider.

37. Feasibility – 11 U.S.C. § 1129(a)(11). The Debtors have established that the Plan is feasible. On and after the Effective Date, Cash and the Sale Proceeds will be distributed to Creditors in accordance with the Plan. The Plan provides for various Cash payments to be made by the Subchapter V Trustee to Creditors. The Sale Proceeds, and any other Assets of the Estate, except as expressly set forth by the Plan, will also provide sources for recoveries to Allowed Claims. As required by section 1129(a)(11) of the Bankruptcy Code, confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtors.

38. Payment of Fees – 11 U.S.C. § 1129(a)(12). Since these Chapter 11 Cases were filed under Subchapter V, section 1129(a)(12) of the Bankruptcy Code is inapplicable. Any other statutory fees, due, or otherwise accruing after the Confirmation Date, shall be paid in accordance with the Plan.

39. Retiree Benefits – 11 U.S.C. § 1129(a)(13). Section 1129(a)(13) is inapplicable to the Chapter 11 Cases.

40. Domestic Support Obligations, Individuals and Certain Transfers – 11 U.S.C. § 1129(a)(14)-(16). Sections 1129(a)(14), (15) and (16) are inapplicable to the Chapter 11 Case.

41. Fair and Equitable; No Unfair Discrimination – 11 U.S.C. § 1129(b) and 1191(c). Pursuant to section 1129(b) of the Bankruptcy Code, as to any impaired class of unsecured claims or equity interests that rejects a plan, such plan must be “fair and equitable” with respect to each such class. Class 4 – General Unsecured Claims is Impaired under the Plan but have voted to accept the Plan. Thus, despite the deemed rejection of the Plan by Class 5 – Interests, the Debtors have satisfied the “cramdown” requirements under section 1129(b) of the Bankruptcy Code. Further, the Debtors satisfy the “fair and equitable” requirements of 1191(c)

because there is a reasonably likelihood that the Debtors will be able to make all payments under the Plan

42. Only One Plan – 11 U.S.C. § 1129(c). The Plan is the only chapter 11 plan for the Debtors pending before the Bankruptcy Court or any other court. No other plan has been filed in these Chapter 11 Cases. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code have been satisfied.

43. Principal Purpose – 11 U.S.C. § 1129(d). The primary purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933, as amended (15 U.S.C. § 77e). No party in interest that is a governmental unit, or any other entity, has requested that the Bankruptcy Court decline to confirm the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933.

44. Conditions Precedent. Upon entry of the Confirmation Order and occurrence of the Effective Date, all conditions precedent set forth in Article X of the Plan will be satisfied or be duly waived in whole or in part pursuant to Article X of the Plan.

DECREES

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

45. Confirmation. The Plan, annexed hereto as Exhibit A, is confirmable based upon, *inter alia*, all of the foregoing Findings of Fact and Conclusions of Law, and is approved and confirmed under sections 1191, 1129(a) and (b) of the Bankruptcy Code. The terms of the Plan and all Exhibits thereto, each, as may be modified, are incorporated by reference into and are an integral part of the Plan and this order (the “Confirmation Order”).

46. Objections. There were no objections pertaining to confirmation of the Plan. The record of the Confirmation Hearing is closed.

47. Binding Effect. Pursuant to section 1141(a) of the Bankruptcy Code, from and after the Confirmation Date, the Plan shall be binding upon the Debtors, all holders of Claims against, and Interests in, and any other party in interest in the Chapter 11 Cases and their respective successors and assigns, regardless of whether the Claims or Interests of such holders or obligations of any party in interest have accepted the Plan or filed a proof of claim in the Chapter 11 Cases.

48. Modifications Binding. In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, the Plan, as modified and amended by this Confirmation Order, and all of its provisions and Exhibits, shall be binding on the Debtors, any entity acquiring or receiving property or a distribution under the Plan, and any holder of a Claim against or Interest in the Debtors, including all governmental entities, whether or not the holder of such Claim or Interest is impaired under the Plan or whether or not the holder of such Claim or Interest has accepted the Plan.

49. The modifications to the Plan as set forth on Exhibit A attached hereto comply with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, are non-material modifications and are hereby approved and incorporated into the Plan.

50. Solicitation and Notice. Notice of the Confirmation Hearing complied with the terms of the Plan Scheduling Order, was appropriate and satisfactory based on the circumstances of the Chapter 11 Cases and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules. The solicitation of votes on the Plan complied with the solicitation procedures in the Plan Scheduling Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases and was in

compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules.

51. Plan Implementation Authorization. The Debtors or the Subchapter V Trustee, as applicable, shall be authorized and empowered to execute, deliver, file or record such contracts, instruments, releases, and other agreements or documents and take such actions as are necessary to consummate the Plan. All actions contemplated by the Plan are authorized and approved in all respects (subject to the provisions of the Plan and the Confirmation Order). The Subchapter V Trustee is hereby authorized to make Distributions and other payments in accordance with the Plan.

52. Appointment of Subchapter V Trustee. _____ has been appointed as the Subchapter V Trustee. The Subchapter V Trustee shall be deemed the exclusive representative of the Estates and shall have all powers, authority, and responsibilities specified in the Plan.

53. Releases, Exculpations, and Injunctions. The injunction, release, and exculpation provisions as set forth in Article VIII of the Plan are consistent with section 1123(b) of the Bankruptcy Code and are hereby approved and confirmed in all respects and shall be effective as provided in the Plan. On the Effective Date, the provisions of Article VIII of the Plan shall be valid, binding and effective in all respects, and are hereby approved as integral parts of the Plan as fair, equitable, reasonable and in the best interest of the Debtors, their Estate and Creditors, and other parties in interest in the Chapter 11 Cases, without the requirement of any further action.

54. Approval of Releases. The releases under the Plan by the Debtors and their Estate are (a) within the jurisdiction of this Court under 28 U.S.C. §§ 1334(a), 1334(b) and 1334(d); (b) are essential means of implementing the Plan pursuant to section 1123(a)(5) of the

Bankruptcy Code; (c) are integral elements of the transactions incorporated into the Plan; (d) confer material benefits on, and are in the best interests of, the Debtors, their Estates, and their Creditors; (e) are important to the overall objectives of the Plan to finally resolve all claims among or against the key parties in interest in the Chapter 11 Cases with respect to the Debtors; and (f) are consistent with sections 105, 1123, and 1129 and other applicable provisions of the Bankruptcy Code. The record of the Confirmation Hearing and the Chapter 11 Cases is sufficient to support the Injunction, Release, and Exculpation provisions contained in the Plan.

55. Sale Transaction. The Asset Purchase Agreement and all other ancillary documents, and all of the terms and conditions thereof, are hereby approved. On the Effective Date, the Debtors and Buyer are authorized and empowered to take any and all actions necessary or appropriate to (a) consummate the Sale Transaction under and pursuant to, and in accordance with the terms and conditions of, the Asset Purchase Agreement and the Plan, (b) close the Sale Transaction as contemplated in the Asset Purchase Agreement and the Plan, and (c) execute and deliver, perform under, consummate, implement, and fully close the Asset Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement and the Sale Transaction. The Debtors may sell the Acquired Assets free and clear of any claims, liens, encumbrances, or other interests of any kind or nature whatsoever (other than as expressly provided under the Asset Purchase Agreement), including any successor or vicarious liabilities or transfer taxes of any kind or nature.

56. Pursuant to sections 105(a), 363(f), 365(f), 1129(b)(2)(A)(ii), 1141(a), and 1141(c) of the Bankruptcy Code, on the Effective Date, subject to the closing of the Sale Transaction and except as expressly provided for in the Asset Purchase Agreement, all assets

subject to the Sale Transaction shall be sold and transferred to and vested in Buyer or any of its designated direct or indirect subsidiaries or affiliates free and clear of any and all claims, liens, encumbrances, and other interests of any kind or nature whatsoever (other than as expressly provided under the Asset Purchase Agreement), and all such claims, liens, encumbrances, or other interests shall attach to the net cash proceeds of the Sale Transaction ultimately attributable to the assets in which such creditor alleges a claim, lien, encumbrance, or other interest, in the same order of priority, with the same validity, force, and effect that such claim, lien, encumbrance, or other interest had prior to consummation of the Sale Transaction, subject to any claims and defenses the Debtors and their estates may possess with respect thereto, and with such claims, liens, encumbrances, or other interests being treated in accordance with the Plan.

57. The Sale Transaction and transfer of assets pursuant to the Asset Purchase Agreement shall constitute a legal, valid, binding, and effective transfer of such assets and shall vest Buyer with title to the assets and subject to the obligations set forth in the Plan, shall be free and clear of all Liens, Claims, encumbrances and other interests of any kind or nature whatsoever (including, but not limited to, any United States document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or similar tax of governmental assessment). Upon the Closing, Buyer shall take title to and possession of the purchased assets in accordance with the Asset Purchase Agreement. The transfer of assets and the consummation of the Sale Transaction, in each case pursuant to the Asset Purchase Agreement, the Plan, and this Confirmation Order, shall not require any consents other than as expressly provided for in the Asset Purchase Agreement, and every federal, state, province, county, and local governmental agency or department, whether foreign or domestic, is hereby directed to accept any and all documents and instruments

necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement.

58. After the Effective Date, a certified copy of this Confirmation Order may be filed with the appropriate clerk or recorded with the recorder of any federal, state, province, county or local authority, whether foreign or domestic, to act to cancel any of the Claims, Liens, and other encumbrances of record except as expressly provided under the Asset Purchase Agreement.

59. Except as expressly provided for in the Plan, the Confirmation Order, or the Asset Purchase Agreement, Buyer shall not assume and shall not have any liability or other obligation of the Debtors arising under or related to any of the Acquired Assets. Without limiting the generality of the foregoing, and except as otherwise specifically provided in the Asset Purchase Agreement, Buyer shall not be liable for any Claims against the Debtors or any of its predecessors or affiliates, and Buyer shall not have successor, vicarious, or transferee liabilities of any kind or character, including, but not limited to, under any theory of antitrust, environmental, successor, vicarious, or transferee liability, labor law, de facto merger, mere continuation, or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether liquidated or unliquidated.

60. Except as expressly provided for in this Confirmation Order or the Asset Purchase Agreement, all persons and entities, including, but not limited to, all debt holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade creditors, litigation claimants and other creditors, holding Liens, Claims, encumbrances or other interests of any kind or nature whatsoever against or in all or any portion of the Acquired Assets (whether

legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate), arising under or out of, in connection with, or in any way relating to the Debtors, the Acquired Assets, the operation of the Debtors' businesses prior to the Closing Date or the transfer of the Acquired Assets to Buyer in accordance with the Asset Purchase Agreement, hereby are forever barred, estopped and permanently enjoined from asserting against Buyer its successors or assigns, their property or the Acquired Assets, such persons' or entities' Liens, Claims, encumbrances or interests in and to the Acquired Assets, including, without limitation, the following actions: (a) commencing or continuing in any manner any action or other proceeding against Buyer, its successors, assets or properties; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against Buyer, its successors, or their assets or properties; (c) creating, perfecting, or enforcing any Lien or other Claim against Buyer, its successors, their assets, or their properties; (d) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due Buyer or its successors; (e) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Confirmation Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (f) revoking, terminating or failing or refusing to transfer or renew any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with the Acquired Assets.

61. If persons or entities that have filed financing statements, mortgages, construction, or mechanic's liens, lis pendens or other documents or agreement evidencing liens on or interests in the Acquired Assets shall not have delivered to the Debtors, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction,

or releases of the alleged Liens, Claims, interests or encumbrances which the person or entity has with respect to such Acquired Assets, such persons or entities are hereby directed to deliver all such statements, instruments and releases and the Debtors and Buyer are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity asserting the same and the Buyer is authorized to file a copy of this Order which, upon filing, shall be conclusive evidence of the release and termination of such interest, and all entities that are presently in possession of some or all of the Acquired Assets that may be subject to the Asset Purchase Agreement or this Order are hereby directed to surrender possession of such Acquired Assets to Buyer upon the Effective Date.

62. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Acquired Assets to Buyer in accordance with the terms of the Asset Purchase Agreement and this Confirmation Order.

63. Buyer is a good-faith purchaser within the meaning of, and is entitled to the protections afforded by, section 363(m) of the Bankruptcy Code. Accordingly, the reversal or modification on appeal of this Order authorizing the transactions contemplated under the Asset Purchase Agreement and the Plan shall not affect the validity of the transactions authorized hereby (including the assumption, assignment, and/or transfer of any executory contract or unexpired lease), whether or not Buyer knew of the pendency of the appeal, unless this Confirmation Order and the transactions contemplated under the Asset Purchase Agreement and Plan were stayed pending appeal.

64. Assumption and Assignment of Assigned Contracts. Pursuant to sections 365(b), (c), and (f) of the Bankruptcy Code, the Debtors are authorized to assume and assign the

Assigned Contracts designated for assignment to the Buyer pursuant to the Asset Purchase Agreement, subject to the procedures set forth in Section 9.1 of the Plan and in the Asset Purchase Agreement; *provided, however*, that there shall be no assumption of any such contract absent simultaneous assignment thereof to the Buyer. The Buyer shall be deemed to be substituted for the Debtors as a party to each of the Assigned Contracts, and pursuant to section 365(k) of the Bankruptcy Code, the Debtors and their estate shall be relieved from any liability for breach of any such Assigned Contract after assignment of such Assigned Contract to the Buyer upon full payment of the Cure Amount, if any, under the Assigned Contract. In accordance with sections 365(b)(2) and (f) of the Bankruptcy Code, upon transfer of the Assigned Contracts to the Buyer: (a) the Buyer shall have all of the rights of the Debtors thereunder and each provision of such Assigned Contracts shall remain in full force and effect for the benefit of the Buyer notwithstanding any provision in any such contract, lease, or in applicable law that prohibits, restricts or limits in any way such assignment or transfer; and (b) none of the Assigned Contracts may be terminated, or the rights of any party modified in any respect, including pursuant to any “change of control” clause, by any other party thereto as a result of the consummation of the transactions contemplated by the Asset Purchase Agreement. There shall be no rent accelerations, assignment fees, increases, or any other fees charged or chargeable to the Buyer as a result of the assumption, assignment, and sale of the Assigned Contracts. Any provision in any Assigned Contract that prohibits or conditions the assignment of such contract or lease, or allows the counterparty to such contract or lease to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such contract or lease, constitutes an unenforceable anti-assignment provision, and is void and of no force and effect, only in connection with the assumption and/or

assignment authorized by this Confirmation Order. The validity of the assumption, assignment, and sale of the Assigned Contracts to the Buyer shall not be affected by any existing dispute between the Debtors and any counterparty to an Assumed Contract. Any party that may have had the right to consent to the assignment of its Assumed Contract is deemed and determined to have consented to the assignment for the purposes of section 365(e)(2)(A)(ii) of the Bankruptcy Code.

65. Payment of Undisputed Cure Amounts. On or as promptly after the Sale closing date, or as soon as practical, the Cure Amounts to which no objections have been filed, or to which the Debtors and applicable non-debtor contract party have agreed as to the allowed Cure Amount(s), shall be paid.

66. Disputed Cure Amounts. A further hearing shall be held on _____, 2021 at _____ to consider any unresolved objections to the cure amounts set forth in the Assumption Schedule. With respect to Cure Amounts to which objections have been raised and not resolved, and solely relating to a proposed Cure Amount, the Debtors shall have the right to have the Assigned Contract assumed and assigned to the Buyer, as applicable, upon payment of any undisputed portion of any Cure Amount to the counter-party upon assignment, and the disputed amount asserted by the objecting party as the proper Cure Amount, or a different amount set by this Court, to be held in escrow pending further order of this Court or mutual agreement of the parties as to the proper Cure Amount for that Assigned Contract. The Debtors shall be authorized to settle, compromise, or otherwise resolve any disputed Cure Amounts without the need for further Court Order. For Assumption Objections relating to proposed Cure Amounts that have not been resolved by the parties, any Cure Amounts related to such objections shall be paid by the Buyer within five (5) business days after entry of a final, non-appealable

Order allowing the Cure Amounts, except to the extent Buyer elects to exclude the underlying executory contract related to any such Cure Amount from the Sale Transaction pursuant to the terms of the Asset Purchase Agreement.

67. Cure Payments. The Debtors' and/or Buyer's payment of the undisputed Cure Amounts, or entry of this Order acknowledging that no Cure Amount is due under a particular Assigned Contract, shall be deemed to discharge all obligations of the Debtors: (a) to cure any defaults under the Assigned Contracts; and (b) compensate, or provide adequate assurance that the Buyer or the Debtor, as applicable, will promptly compensate, any non-debtor party to the Assigned Contracts for any actual pecuniary loss resulting from any default under the Assigned Contracts. Pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall have no liabilities for any claims arising or relating to or accruing post-closing under any of the Assigned Contracts upon full payment of the Cure Amounts under each Assigned Contract.

68. Rejection of Executory Contracts and Unexpired Leases. To the extent not previously rejected, on the Confirmation Date, but subject to the occurrence of the Effective Date, all executory contracts and unexpired leases of the Debtors entered into prior to the Petition Date that have not previously been assumed or rejected, or have not been assumed and assigned to Buyer, in conjunction with the Plan and Confirmation Order, shall be deemed rejected by the Debtors pursuant to the provisions of section 365 of the Bankruptcy Code.

69. Dissolution of the Debtors. Upon the Distribution of all Assets pursuant to the Plan and the filing by the Subchapter V Trustee of a certification to that effect with the Bankruptcy Court (which may be included in the application for the entry of the final decree), the Debtors shall be dissolved for all purposes without the necessity for any other or further actions to be taken by or on behalf of the Debtors or payments to be made in connection

therewith; *provided, however*, that the Debtors or Subchapter V Trustee may, but will not be required to, take appropriate action to dissolve the Debtors under applicable law. Further, the Debtors' or Subchapter V Trustee's rights to seek authorization from the Bankruptcy Court to destroy books and records of the Debtors prior to the expiration of any statutory period requiring that such records be maintained are preserved.

70. Payment of Administrative Claims. Pursuant to and in accordance with Section 5.2(b) of the Plan, on the later of (i) the Effective Date and (ii) the first Business Day after the date that is thirty (30) calendar days after the date on which such Administrative Claim becomes an Allowed Administrative Claim, or as soon thereafter as is reasonably practicable, the Subchapter V Trustee shall pay to each holder of an Allowed Administrative Claim, Cash, in an amount equal to such Allowed Claim, except to the extent the holder of an Administrative Claim agrees to a different and less favorable treatment. As provided in Section 5.2(c)(i) of the Plan, requests for payment of Administrative Claims must be filed no later than thirty (30) days after notice of entry of the Confirmation Order is filed with the Bankruptcy Court or such later date as may be established by order of the Bankruptcy Court.

71. Payment of Professional Fee Claims. As provided in Section 5.2(c)(ii) of the Plan, all Professional Fee Claimants seeking an award by the Bankruptcy Court of compensation for services rendered and/or reimbursement of expenses incurred before the Effective Date under section 503 of the Bankruptcy Code shall file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses no later than the Fee Claim Deadline..

72. Payment of Priority Tax Claims. Pursuant to and in accordance with Section 5.3 of the Plan, each holder of an Allowed Priority Tax Claim shall receive: "Cash, in an

amount equal to such Allowed Priority Tax Claim, on the later of (i) the Effective Date and (ii) the first Business Day after the date that is thirty (30) calendar days after the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, or as soon thereafter as is practicable”

73. Incorporation by Reference. The Plan is incorporated in full herein by reference. Failure specifically to include or refer to particular sections or provisions of the Plan or any related agreement in this Confirmation Order shall not diminish the effectiveness of such sections or provisions nor constitute a waiver thereof, it being the intent of the Bankruptcy Court that the Plan be confirmed, and such related agreements be approved in their entirety.

74. Inconsistencies. To the extent that this Confirmation Order and/or Plan is inconsistent with any other agreement entered into between the Debtors and any third party, the Plan controls any such agreements, and the Confirmation Order controls the Plan.

75. Non-Severability. The provisions of the Plan and the Confirmation Order, including the findings of fact and conclusions of law, are non-severable and mutually dependent.

76. Reference. The failure specifically to include or reference any particular provision of the Plan or any related document or agreement in this Confirmation Order shall not diminish or impair the efficacy of such provision or related document or agreement, it being the intent of the Bankruptcy Court that the Plan is confirmed in its entirety, the Plan and such related documents or agreements are approved in their entirety, and the Plan is incorporated herein by reference.

77. Final Order; Authorization to Consummate Plan. This Confirmation Order is a Final Order and the period in which an appeal must be filed shall commence upon the entry hereof. Notwithstanding Bankruptcy Rule 3020(e), this Confirmation Order shall take

effect immediately upon its entry and the Debtors are authorized to consummate the Plan immediately after entry of this Confirmation Order and the satisfaction or waiver of all other conditions to the Effective Date of the Plan, in accordance with the terms of the Plan.

78. Substantial Consummation. The substantial consummation of the Plan, within the meaning of sections 1101 and 1127(b) of the Bankruptcy Code, is deemed to occur on the Effective Date.

79. Notice of Entry of Confirmation Order. No later than five business days following the date of entry of this Confirmation Order, the Debtors shall serve notice of the entry of this Confirmation Order pursuant to Bankruptcy Rules 2002(f)(7), 2002(k) and 3020(c) on all holders of Claims and Interests, the U.S. Trustee, and the parties named on the Core/2002 Service List (as defined in the Solicitation Affidavit) maintained in the Chapter 11 Cases, by causing notice substantially in the form attached hereto as Exhibit B to be delivered to such parties by first-class mail, postage prepaid.

80. Notice of Effective Date. Within five business days following the occurrence of the Effective Date, the Debtors shall file notice of the Effective Date with the Court and serve a copy of such notice on the parties named on the Core/2002 Service List maintained in the Chapter 11 Cases.

81. Enforceable Upon Effective Date. Pursuant to section 1142(a) of the Bankruptcy Code and the provisions of this Confirmation Order, upon the occurrence of the Effective Date, the Plan shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

82. Continuation of Injunction and Stay. Unless otherwise provided herein, all injunctions or stays provided for in the Chapter 11 Cases pursuant to sections 105 and 362(a)

of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Chapter 11 Cases are closed, and at such time shall be dissolved and of no further force or effect, subject to the provisions of the Plan and the Confirmation Order, or a combination thereof.

83. Retention of Jurisdiction. Notwithstanding the entry of this Confirmation Order or the occurrence of the Effective Date, pursuant to sections 105 and 1142 of the Bankruptcy Code, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, and related to, the Chapter 11 Cases to the fullest extent as is legally permissible.

DATED: New York, New York
_____, 2021

HONORABLE _____
UNITED STATES BANKRUPTCY JUDGE

DISCLOSURE SCHEDULES

These Disclosure Schedules are referred to in, and part of, the Asset Purchase Agreement dated December 27, 2020 (the "Agreement"), by and among Harman Becker Automotive Systems, Inc. ("Purchaser"), Savari, Inc., a California corporation ("Parent"), and each of Parent's direct Subsidiaries listed on the signature pages thereto (collectively with Parent, "Sellers" and, each individually, a "Seller" and, together with Purchaser, the "Parties"). These Disclosure Schedules are arranged in sections corresponding to the numbered and lettered sections contained in the Agreement. Any information disclosed in these Disclosure Schedules with respect to any section of the Agreement shall be deemed to have been disclosed solely with respect to such section. Unless otherwise defined, any capitalized terms used in these Disclosure Schedules have the same meanings assigned to those terms in the Agreement.

Section 2.1(a)

Real and Personal Property

Switchboards

S/N	BOARD NAME	BOARD S/N	QTY	MOVED FROM	LOCATION	BOARD TYPE
1	SW1000	S10K000584	1	1b Lab	ATOM(IT)	
2	SW1000	S10K000666	1	1b Lab	ATOM(IT)	
3	SW1000	S10K000720	1	1b Lab	ATOM(IT)	
4	SW1000	S10K000525	1	1b Lab	Fiaz Place	
5	SW1000	S10K000724	1	1b Lab	ATOM(IT)	
6	SW1000	N/A	1	1b Lab	ATOM(IT)	
7	SW1000	N/A	1	1b Lab	ATOM(IT)	
8	MW1000	M12K332421	1	1b Lab	ATOM(IT)	closed board
9	MW1000	M12K331504	1	1b Lab	ATOM(IT)	closed board
10	MW1000	M12K331486	1	1b Lab	ATOM(IT)	closed board
11	MW1000	M12K331533	1	1b Lab	ATOM(IT)	closed board
12	MW1000	M12K331498	1	1b Lab	ATOM(IT)	closed board
13	MW1000	M12K331536	1	1b Lab	ATOM(IT)	closed board
14	MW1000	M12K331527	1	1b Lab	ATOM(IT)	closed board
15	MW1000	M12K320364	1	1b Lab		
16	MW1000	FM8165200126	1	1b Lab	ATOM(IT)	closed board
17	MW1000	FM8165200087	1	1b Lab	ATOM(IT)	closed board
18	MW1000	FM8165200017	1	1b Lab	ATOM(IT)	closed board
19	MW1000	FM8165200065	1	1b Lab	ATOM(IT)	closed board
20	MW1000	M12K331495	1	1b Lab	ATOM(IT)	closed board
21	MW1000	m12k331536	1	1b Lab	ATOM(IT)	closed board
22	MW1000	A7900005410	1	1b Lab	ATOM(IT)	OPEN BOARD
23	MW1000	A7900005421	1	1b Lab	ATOM(IT)	OPEN BOARD
24	MW1000	A7900004232	1	1b Lab	ATOM(IT)	OPEN BOARD
25	MW1000	A7900009891	1	1b Lab	ATOM(IT)	OPEN BOARD
26	MW1000	A7900003538	1	1b Lab	ATOM(IT)	OPEN BOARD
27	MW1000	A7900004523	1	1b Lab	ATOM(IT)	OPEN BOARD
28	MW1000	A7900004073	1	1b Lab	ATOM(IT)	OPEN BOARD
29	MW1000	A7900004268	1	1b Lab	ATOM(IT)	OPEN BOARD
30	MW1000	A7900004920	1	1b Lab	ATOM(IT)	OPEN BOARD
31	MW1000	A7900004363	1	1b Lab	ATOM(IT)	OPEN BOARD
32	MW1000	A7900005408	1	1b Lab	ATOM(IT)	OPEN BOARD
33	MW1000	A7900004548	1	1b Lab	ATOM(IT)	OPEN BOARD
34	MW1000	A7900004836	1	1b Lab	ATOM(IT)	OPEN BOARD

35	MW1000	A7900002253	1	1b Lab	ATOM(IT)	OPEN BOARD
36	MW1000	A7900004323	1	1b Lab	ATOM(IT)	OPEN BOARD
37	MW1000	A7900004069	1	1b Lab	ATOM(IT)	OPEN BOARD
38	MW1000	A7900004285	1	1b Lab	ATOM(IT)	OPEN BOARD
39	MW1000	A7900005135	1	1B Lab	ATOM(IT)	OPEN BOARD
40	MW1000	49000054166	1	1b Lab	ATOM(IT)	OPEN BOARD
41	MW1000	M12K331524	1	1b Lab	ATOM(IT)	OPEN BOARD
42	MW1000	96900020914	1	1b Lab	ATOM(IT)	OPEN BOARD
43	MW1000	A7900003933	1	1b Lab	ATOM(IT)	OPEN BOARD
44	SW1000	S10K000379	1	SAVARI-WAVR RACK	3rd floor	
45	MW1000	FM8181300078	1	SAVARI-WAVR RACK	3rd floor	
46	MW1000	FM8181300058	1	SAVARI-WAVR RACK	3rd floor	
47	MW1000	FM8181300074	1	SAVARI-WAVR RACK	3rd floor	
48	MW1000	FM8180600828	1	SAVARI-WAVR RACK	3rd floor	
49	MW1000	FM8174800115	1	SAVARI-WAVR RACK	3rd floor	
50	MW1000	FM8180600540	1	SAVARI-WAVR RACK	3rd floor	
51	MW1000	FM8180600183	1	Prashanth Place	3rd floor	
52	MW1000	FM8165200174	1	Tushar Place	3rd floor	

Laptops

Laptop Make	Model	Serial No.
Lenovo	E470	PG-011Q6D
Dell	Latitude 3490	H4MN9S2
Lenovo	E470	PG-015P7R
Dell	Latitude 3490	22MN9S2
Lenovo	L470	PG016BY0
Dell	Latitude 3490	G5MN9S2
Dell	Latitude 3490	35MN9S2
Dell	Latitude 3490	G0MN9S2
Dell	Vostro P34G	JDHRFY1
Lenovo	E470	PG-011WFJ
Assembled PC	N/A	N/A
Dell	Latitude 3490	87MN9S2
Dell	Latitude 3490	H2MN9S2
Dell	Latitude 3490	JHZN9S2
Dell	Latitude 3490	64MN9S2
Dell	Latitude 3490	37MN9S2
Dell	Latitude 3490	HJQP9S2
Dell	Latitude 3490	665P9S2

Dell	Latitude 3490	1MRN7T2
Dell	Latitude 3490	HYLN9S2
Dell	Latitude 3490	JD8VKP2
Dell	Latitude 3490	JTJP9S2
Dell	Latitude 3490	485P9S2
Lenovo	Lenovo E470	PG010PHA
Dell	Latitude 3490	B5MN9S2
Assembled	N/A	N/A
Dell	Latitude 3490	895P9S2
Dell	Latitude 3490	484L7T2
Lenovo	L490	PG-021VK8
Lenovo	T430	PB-64XEG
Lenovo	Lenovo E470	PG014SFM
Dell	Latitude 3490	F6MN9S2
Lenovo	Lenovo E470	PG014D21
Dell	Latitude 3490	28MN9S2
Dell	Latitude 3490	HVJP9S2
Dell	Latitude 3490	H7MN9S2
Dell	Inspiron 7373	5ST95L2
Dell	Latitude 3490	83MN9S2
Dell	Latitude 3490	4ZLN9S2
Dell	Latitude 3490	PG017YFB
Dell	Latitude 3490	FZLN9S2
Dell	Latitude 3490	7MZN9S2
Dell	Latitude 3490	52MN9S2
Dell	Latitude 3490	GQSN9S2
Lenovo	Lenovo E470	PG0156EZ
Lenovo	Lenovo E470	PG014SF7
Dell	Latitude 3490	78MN9S2
Dell	Latitude 3490	1LHL7T2
Dell	Latitude 3490	F84L7T2
Lenovo	Lenovo E470	PG014SF6
Dell	Latitude 3490	JVSN9S2
Dell	Latitude 3490	694L7T2
Dell	Latitude 3490	60MN9S2
Dell	Latitude 3490	36MN9S2
Dell	Latitude 3490	4ZLN9S2
MAC	A1502	C02R86K5FVH7
MAC	A1502	C02SJ17NFVH7
MAC	A1502	C02S53XTFVH7
MAC	A1502	C02Q46N6FVH7

Lenovo	E470	PG-011Q6D
Lenovo	T470	PF-0V7R6T
Lenova ThinkPad	T580	R9-0RQ14E
MacBook		C02QM3YTFVH8
Lenovo		7A8C53F3-EE4D-4BD6-B9B5-B88FC4EE526C
Lenovo		PF-0V7R6K
Dell	XPS 9370	4YB40N2
Lenovo	T470	PF0V7R6B
MacBook	Pro 15.4	C02XD398JG5J
Lenovo	T460	PC01RE2A
Dell	Inspiron 15 7000	39150633782
Lenovo	T470s	
Lenova	T420	4177cto
MacBook		c02qm1lxfvh8
MacBook		C2QQD085GQCT
MacBook		C02Q80KZG3QD
MacBook	Pro 13 (early 2015)	C02QM1DZFBH8
Lenovo	T430	
Mac		C02X35XFJHC9
MacBook Pro		
MacBook Pro		
Dell	Latitude 3400 CTO	
Dell	Latitude 3400 CTO	
Dell	Latitude 3400 CTO	

Monitors

Make	Model	Serial No.
DELL	E2418HN	CN-07592Y-QDC00-87V-1F0B-A05
DELL	E2418HN	CN-07592Y-QDC00-870-2MJL-A05
DELL	E2418HN	CN-07592Y-QDC00-87V-1FDB-A05
DELL	E2418HN	CN-07592Y-QDC00-881-1DWB-A05
DELL	E2418HN	CN-07592Y-QDC00-87V-1V3B-A06
DELL	E2418HN	CN-07592Y-QDC00-87V-1F0B-A05
DELL	E2418HN	CN-07592Y-QDC0087V-1FAB-A05
DELL	E2418HN	CN-07592Y-QDC00-87V-1FHB-A05
DELL	E2418HN	CN-07592Y-QDC00-87V-1V7B-A06
DELL	E2418HN	CN-07592Y-QDC00-881-2K2B-A06
DELL	E2418HN	CN-07592Y-QDC00-87V-1FKB-A05
DELL	E2418HN	CN-07592Y-QDC00-87V-1F5B-A05
DELL	E2418HN	CN-07592Y-QDC00-87V-1F3B-A05

DELL	E2418HN	CN-07592Y-QDC00-87V-1V2B-A05
ACER	S200HL	MMLXHS001247029A48500
DELL	E2418HN	CN-07592Y-QDC00-87V-1F1B-A05
DELL	E2418HN	CN-07592Y-QDC00-881-1H2B-A05
DELL	S2415HB	CN-08CN3Y-74261-58C-0HVL
DELL	E2418HN	CN-07592Y-QDC00-87V-1D2B-A05
DELL	S2240L	CN-0P65TN-64180-72N-1P7T-A00
DELL	E2418HN	CN-07592Y-QDC00-87V-1FFB-A05
DELL	S2415HB	CN-08CN3Y-74261-58C-0HTL
DELL	E2418HN	CN-07592Y-QDCOO-87V-1UWB-A05
DELL	E2418HN	CN-07592Y-QDC00-87V-1UVB-A06
DELL	E2418HN	CN-07592Y-QDC00-87V-1EVB-A05
DELL	E2418HN	CN-07592Y-QDC00-87V-1F2B-A05
DELL	E2418HN	CN-07592Y-QDC00-87V-1FGB-A05
DELL	E2418HN	CN-07592Y-QDC00-87V-1EUB-A05
DELL	E2418HN	CN-07592Y-QDC00-87O-1PUL-A05
DELL	E2418HN	CN-07592Y-QDC00-87V-1V08-A05
DELL	E2418HN	CN-07592Y-QDC00-87V-1F98-A05
DELL	E2418HN	CN-07592Y-QDC00-87V-1EWB-A05
DELL	E2418HN	CN-07592Y-QDC00-87V-1EMB-A05
DELL	E2418HN	CN-07592Y-QDC00-87V-1V1B-A05
DELL	E2418HN	CN-07592Y-QDC00-87O-1FGL-A05
DELL	E2418HN	CN-07592Y-QDC00-87V-1F7B-A05
DELL	E2418HN	CN-07592Y-QDC00-87O-30ML-A05
DELL	N/A	CN-08D2YH-FCC00-76F-CU9U-A00
DELL	E2418HN	CN-07592Y-QDC00-87O-0UWL-A05
DELL	E2418HN	CN-07592Y-QDC00-87V-1EYB-A05
DELL	N/A	CN-0P65TN-64180-72N-1M5T-A00
DELL	E2418HN	CN-07592Y-QDC00-87V-1F6B-A05
DELL	N/A	CN-0P65TN-64180-72N-2YWT-A00
DELL	E2418HN	CN-07592Y-QDC00-87O-1F6L-A05
ACER	S240HL	MMLUSSS0013270DE2E8534
DELL	E2418HN	CN-07592Y-QDC00-87V-1V5B-A05
DELL	E2418HN	CN-07592Y-QDC00-87V-1F4B-A05
DELL	E2418HN	CN-07592Y-QDC00-87O-2MLL-A05
DELL	E2418HN	CN-07592Y-QDC00-87V-1UHB-A05
DELL	E2418HN	CN-0N2Y5D-TV100-829-02HS-A03
DELL	E2418HN	CN-07592Y-QDC00-87V-1FEB-A05
DELL	E2418HN	CN-07592Y-QDC00-87V-1V88-A05
DELL	E2418HN	CN-07592Y-QDC00-87O-2EWL-A05
ACER	S200HL	MMLVFSS0173047F9F14210

DELL	E2418HN	CN-07592Y-QDC00-87O-2MUL-A05
ACER	S220HQL	MMLWTSS00332802D754341
DELL	E2418HN	CN-07592YQDC00-870-11YL-A05
DELL	E2418HN	CN-07592Y-QDC00-881-1T3B-A05
DELL	S2319H	CN-TV200-8BK-085B-A03
DELL	S2319H	CN-00NV5N-TV200-8BK-0CSB-A03
DELL	S2319H	CN-00NV5N-TV200-8BK-086B-A03
DELL	E2418HN	CN-07592Y-QDC00-87V-1F0B-A05
At office		
Monitor		CN-03W163-TV100-889-05SB-A04
Dell	S2415H	CN-0KY9N9-74261-65N-03VS-A02
Dell	S2415H	CN-0KY9N9-74261-65N-043S-A02
Dell		
Dell		OCFV9N-QDC00-88B-07UL-A08
Dell		CN-0KY9N9-74261-65N-D465-A02
Dell		CN0ymyh17426136156gs
Dell		CN0ymyh17426244d42gs
Dell		
Philips Monitor		AU0A1535013638
Dell		CN-0KY9N9-74261-6B3-5MUL-A02
Dell		
Dell		
Dell	S2415Hb	CN-0KY9N9-74261-65N-03KS-A02
Dell	S2415Hb	CN-0KY9N9-74261-65N-03WS-A02
Dell	S2415Hb	CN-0KY9N9-74261-69L-1ACL-A02
Dell	SE2417HG	CN-0J65VP-TV100-77L-0KEI-A01
Dell	s2415hB	CN-0KY9N9-74261-65J-0MCL-A02
Dell	S2415Hb	CN-0KY9N9-74261-65N-042S-A02
Samsung	S24D300HL	0N09HTPG401876V
Dell	S2415Hb	CN-0KY9N9-74261-68A-48TL-A02
Lenovo	T2304pA	V30146Y2
Dell	U2412Mb	CN-0YMYH1-74261-45R-3F35
Dell	U2412Mb	CN-0YMYH1-74261-36L-56LS
Dell	U2412Mb	CN-0YMYH1-74261-448-1TJS
Dell	U2412Mb	CN-0YMYH1-74261-461-1U1S
Philips	246V5LHAB/27	AU0A1512007385
Samsung	S24D300HL	0N09HTLG300363X
Dell	S2418HX	CN-03J36Y-74445-72P-BAWL-A00
Lenovo	T2364pA	V30146YR
Lenovo	T2364pA	V30146YP
Dell	SE2417HG	CN-0J65VP-TV100-77L-0KBI-A01

Dell	U2415	CN-0CFV9N-QDC00-38B-1TFL
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Keyboard and Mouse

Make	Mouse Serial No.	Keyboard Serial No.
N/A	N/A	N/A
Lenovo combo(BT)	-	(1S)GX30N81776Z1366BK0-7C
Lenovo combo(BT)	-	(1S)GX30N81776Z1365FXV-7B
Lenovo combo(BT)	-	(1S)GX30N8177621366BJU-7C
	1750LZ0TRN28 (M170)	CN-0HVG5J-L0300-77E-02BX-A03(Dell USB)
Lenovo combo(BT)	-	(1S)GX30N81776Z1366BK1-7C
Lenovo combo(BT)	-	(1S)GX30N81776Z1369SJJ
Lenovo combo(BT)	(1S)GX30N81776Z13668P-7C	(1S)GX30N81776Z13668P-7C
N/A	N/A	N/A
Lenovo combo(BT)	-	(1S)GX30N81776Z1366PF-7C
Lenovo combo(BT)	-	(1S)GX30N81776Z1365GJ8-7B
Lenovo combo(BT)		(1S)GX30N81776Z1366B46-7C
Lenovo combo(BT)	-	(1S)GX30N81776Z1365GJB-7B
Logitech	1918LZ00N9D8(M185)	1922SY01GJ68 (K275)
Lenovo combo(BT)	-	(1S)GX30N81776Z1365FXU-7B
Lenovo combo(BT)	-	(1S)GX30N81776Z1365GAA-7B
Lenovo combo(BT)	-	(1S)GX30N81776Z1366BJY-7C
Lenovo combo(BT)	-	(1S)GX30N81776Z1365FXQ-7B
Lenovo combo(BT)	-	(1S)GX30N81776Z1365GJF-7B
Lenovo combo(BT)	-	(1S)GX30N81776Z1366BJW-7C
Lenovo combo(BT)	-	(1S)GX30N81776Z1366BK2-7C
Lenovo combo(BT)	-	(1S)GX30N81776Z1365GV9-7B
Lenovo combo(BT)	-	(1S)GX30N81776Z1365GJD-7B
Lenovo combo(BT)	-	(1S)GX30N81776Z1365GV5-7B

		(1S)GX30N81776Z1365FXM-7B
	-	
Lenovo combo(BT)	-	(1S)GX30N81776Z1365FXP-7B
		(1S)GX30N81776Z1365GV8-7B
	N/A	N/A
	(1S)GX30N81776Z1365GVB- 7B	(1S)GX30N81776Z1365GJC-7B
Lenovo combo(BT)	-	(1S)GX30N81776Z1365GJA-7B
Lenovo combo(BT)	-	(1S)GX30N81776Z1365GV3-7B
Lenovo combo(BT)	-	(1S)GX30N81776Z1366BJV-7C
Lenovo combo(BT)	-	(1S)GX30N81776Z1365FXS-7B
Lenovo combo(BT)		(1S)GX30N81776Z1365GV7-7B
Lenovo combo(BT)		(1S)GX30N81776Z1365GVA-7B
Lenovo combo(BT)		(1S)GX30N81776Z13668PK-7C
Lenovo combo(BT)		(1S)GX30N81776Z1365GVB-7B
Lenovo combo(BT)		(1S)GX30N81776Z1365GV6-7B
Lenovo combo(BT)		(1S)GX30N81776Z1365FXL-7B
Lenovo combo(BT)		(1S)GX30N81776Z13668PL-7C
Logitech	1614HS06G5R8(USB)	1246SY02N12B(USB)
Dell comb		1923SY040BV9
Lenovo combo(BT)		1SGX30L66303Z172T6FY 9A
Lenovo combo(BT)		GX30N81776Z13668PN 7C
Lenovo combo(BT)		(1S)GX30L66303Z172T6FZ
	From 1st floor	GX30N81776Z1366BJZ 7C
Lenovo combo(BT)	(1S)GX30N81776Z13668P-7C	(1S)GX30N81776Z13668P-7C

Test Laptop – New

Make	Model	Serial No.
Lenovo	T410	R8-8Z6EL
Dell	E5400	PP32LA
Lenovo	T440P	PC-04FCWQ
Lenovo	T430	PB-55HCD

Lenovo	T430	PB-G56FR
Lenovo	T430	PB-Z75Z4
Lenovo	T430	PC-04FCVL
Desktop		GA-890GPA-UD3H
Desktop		GA-78LMT-USB3
Laptop	T440p	
Lenovo	T430	PB2LHYN
Asus min		1005HAB
Lenovo	L450	PF0CFJ5P
Lenovo	T430	PB0T552
Dell	latitude 3540	FPCWSZ1
HP	Probook 450G3	5CD55145JG
Lenovo	T430	PBW4D9H
Lenovo	W541	R90GMBX1
Lenovo	T440P	PC07L3UE
Lenovo	T60	L3-FHH19

Switches & Accessories

Model No	Serial No
DES-1008C	QS7L2I1003001
Sandisk -8GB	SM8H8M1902
All in 1 adapter	
Sandisk -8GB	9152ZTPE2075
Honeywell USB Cable	N/A
honeywell USB C-type Cable	N/A
Webpower switch	N/A
Webpower switch	N/A
sandisk -8GB	
usb cable	n/a
usb cable 5mts	N/A
GoPro	
Ploycom Studio	

Section 2.1(b)

Assumed Contracts

1. Frame Software License Agreement for Embedded Software dated June 7, 2019, by and between Savari, Inc. and Continental Automotive GmbH
2. Software License Sourcing Agreement to the Frame Software License Agreement for Embedded Software dated August 10, 2019, by and between Savari, Inc. and Continental Automotive GmbH, and Addendum dated June 24, 2020
3. Statement of Work - Management of 3rd Party Software – GM GEN12 V2X Application Project dated August 23, 2019, by and between Savari, Inc. and Continental Automotive GmbH
4. License Agreement, dated February 19, 2019, by and between Savari, Inc. and Huizhou Desay SV Automotive Co., Ltd., and Amendment 1 dated September 3, 2019
5. Connected Vehicle Project Agreement dated October 11, 2019, by and between Savari, Inc. and New York City Department of Transportation
6. Frame Hardware and Software Purchase Agreement No. 00127170.0, by and between Savari, Inc., and Nokia Solutions and Networks Oy
7. Master Services Agreement dated April 23, 2012 by and between Savari, Inc. and Qualcomm Incorporated
8. Statement of Work Number SAV-431851 dated March 20, 2020, and associated Purchase Order 4300044922_0 dated July 14, 2020, by and between Savari, Inc. and Qualcomm Incorporated
9. Purchase Order 4300041852_0 dated January 15, 2020, by and between Savari, Inc. and Qualcomm Incorporated
10. Evaluation and Demonstration License Agreement dated 3/20/20, by and between Savari, Inc. and Qualcomm Technologies, Inc.
11. Purchase Order A3S007772 dated November 25, 2020 by and between Savari, Inc. and Advanced Automotive Antennas, S.L
12. Purchase Order PO2020056 dated June 15, 2020 by and between Savari, Inc. and Ford Motor Company
13. Production Purchasing Global Terms and Conditions effective January 1, 2004 by and between Savari, Inc. and Ford Motor Company
14. Global Terms and Conditions for Indirect Solutions effective July 2019 by and between Savari, Inc. and Ford Motor Company

15. Purchase Order PO2046454 dated November 4, 2020 by and between Savari, Inc. and Ford Motor Company
16. Supplier-on-Board Agreement between Ford Motor Company and Savari Inc. for the ITS Stack Software for the 2023 P708 Program dated March 9, 2020, and the 2023 P708 Commercial and Program Agreement between Ford Motor Company and Savari Inc. dated March 9, 2020
17. Agreement by and between Savari, Inc. and Ford Motor Company for China variant of ITS Software Stack, as reflected in e-mail dated October 26, 2020
18. TrafficCast Hardware and Software Deliveries Proposal dated October 30, 2020 by and between Savari, Inc. and TrafficCast
19. Purchase Order P10256T dated December 15, 2020 by and between Savari, Inc. and Southwest Research Institute, P10256T
20. Purchase Order P1267978 dated December 17, 2020 by and between Savari, Inc. and Oklahoma State University
21. Software License Agreement dated September 18, 2020 by and between Savari, Inc. and JiNan Sheng An Information Technology Co. Ltd.
22. Software License Agreement dated 10/4/16, by and between Savari, Inc. and OSS Nokalva, Inc., as amended by that certain First Amendment to Software License Agreement dated 4/10/19, Second Amendment to Software License Agreement dated 10/24/19, and Third Amendment to Software License Agreement
23. Aerolink Master Software License Agreement between OnBoard Security, Inc. and Savari, Inc. executed as of January 3, 2019
24. Any and all change requests, addenda, amendments, supplements, modifications, purchase orders, and program or project management documentation relating to the foregoing list of Assumed Contracts.

Section 2.1(c)

Inventory

1. 115-001-00 (Kit,AntennawithCables,Hirschmann)
2. 125-001-00 (Kit,Ship,StreetWAVE,SW-1200)
3. 210-005-00 (Assy,SW-1210-Q00,PFC (EVT 3B))
4. 210-013-00 (Assy,SW-1200-Q00,PFC-01 (EVT 3A))
5. 250-005-00 (Assy,MW1210-Q00-002,Flex,Standard)
6. 250-007-00 (Assy,MW1220-Q00-005,Flex,Tampa)
7. 250-008-00 (Assy,PCBA,SW1210-Q00-003,BoardRSU)
8. 250-009-00 (Assy,SW-1000 Enclosure)
9. 250-012-00 (Assy, POE Splitter Modified)
10. 250-016-00 (Consolidated item to describe the raw materials in Flex-Guadalajara 1...
11. 250-017-00 (Consolidated item to describe the raw materials at Flex Guadalajara 1...
12. 400-001-00 (Adapter,Coaxial,SMA/F,FBulkhd,D-Hole)
13. 400-006-00 (Adapter,PoE,Hardened,IP30 Rated)
14. 400-007-00 (Adapter,USB 2.0 to HDMi)
15. 400-008-00 (Adapter,RS232 UART to USB CAN,2 Channels)
16. 400-015-00 (Mini PCI-e Wireless to USB Adapter card With SIM Card Slot Test WWAN
...
17. 401-001-00 (Antenna,Omni Base,6dBi,5-6GHz,N Mal)
18. 401-004-00 (Antenna,DSRC,Dipole,203mm,FAKRA Z,B)
19. 401-007-00 (Antenna,GPS,Mgt Mt,3M RG-174,SMA(M))
20. 401-008-00 (Antenna,GPS,Mgt Mt,28dB,3M,RG-174,S)
21. 401-011-00 (Antenna,GPS,Magnet Mount,0.15M)
22. 401-012-00 (Antenna,Mag, DSRC, GPS)
23. 401-013-00 (Antenna,Mag, DSRC, GPS)

24. 401-014-00 (Antenna,Dual DSRC + GNSS)
25. 401-015-00 (Antenna,DSRC SM w GPS, 5.8-6.0GHz)
26. 401-016-00 (Antenna,2DSRC+GPS,12ftCable,MagMou)
27. 401-019-00
28. 402-002-00 (PRT-13777: SparkFun Battery Babysitter - Lipo Battrly Manager)
29. 402-003-00 (Lithium Ion Polymer Battery - 3.7v 1200mAh)
30. 403-005-00 (Bracket,Mounting,SW-1000)
31. 404-004-00 (Cable,Ext,GPS,Type C,FAKRA,F,4M)
32. 404-005-00 (Cable,Ext,DSRC,Type Z,FAKRA,F,4M)
33. 404-011-00 (Cable,Power,MW Series,1M)
34. 404-018-00 (Cable,FlexPCBA-LED PCBA)
35. 404-022-00 (Cable,Power,MW Series,3M)
36. 404-031-00 (Cable: SMA to uFL/u.FL/IPX/IPEX RF Adapter Cable)
37. 406-002-00 (Card,Flash,8Gb,Sekt,UHS-I-,25°C+85°)
38. 412-003-00 (Gasket,O-Ring,Silicon,Housing)
39. 412-005-00 (Gasket,Rubber,13/16In)
40. 414-009-00 (Case: VM-24MMTT)
41. 416-002-00 (Insert,Chassis,SW-1000)
42. 424-002-00 (Plug,RJ45 field install)
43. 425-001-00 (Switch,PoE,10/100/1000Mbps,5Port,12-56V)
44. 425-002-00 (Switch,PoE,10/100/1000Mbps,5Port,48-56VDC)
45. 425-003-00 (Switch,PoE,10/100/100Mbps12V/19V/24V)
46. 425-006-00 (NKK Switches / AS12CH)
47. 426-002-00 (Power Supply,DC,48V,60W,1.25A)
48. 428-003-00 (Screw,Hex,SS 18-8,M8x1.25mmx16mm)

49. 428-004-00 (Screw,FS+SS,18,M2 5*0.45*10)
50. 428-012-00 (Screws,18-8 Stainless Steel Pan)
51. 429-002-00 (Module,PCIe card,Mini,2.4/5GHz ABGN+BT+ZB)
52. 429-003-00 (Module,Sensor,Onboard,LCC,12x16mm,M8,GNSS)
53. 429-008-00 (Product Code: GPS-15136; SparkFun GPS-RTK2 Board - ZED-F9P (Owiic))
54. 429-009-00 (mPCIe Card C Sample (WNC))
55. 429-010-00 (AG15 MINIPCIE - Quectel)
56. 433-001-00 (Splitter,PoE,12VDC,25W,Gigabit)
57. 434-001-00 (Strap,Post,Large,Quick Release)
58. 435-002-00 (Tablet,Android,8",32GB,Black)
59. 436-001-00 (Tape,Sealant,RJ45 Feed-Thru)
60. 436-002-00 (Tape,Strip 4"x1",Titanium,Extreme)
61. 438-001-00 (Washer,Flat,SS 316,M8,Pack100)
62. 438-007-00 (Washer,Split Lock,Zinc-Plated Steel,M8,Pack100)
63. 439-003-00 (Wire,Assembly,Pigtail w/OBD2 Splitter)
64. 440-001-00 (PCB,LED,GPS)
65. 440-004-00 (PCB:BOARD BLUEFRUIT LE UART BT BLE)
66. 440-005-00 (SparkFun microB USB Breadout)
67. 499-025-00 (Case Cover: VM-24Boot)
68. 499-026-00 (The Original Belt Clip - Black)
69. 499-027-00 (Cable: Rankie micro USB Cable high Speed Data and Charging, 3FT)

Section 2.1(d)

Intellectual Property

1. All items set forth on Section 3.13(a) of these Disclosure Schedules are incorporated herein by reference.

Section 2.1(e)

Business IT Systems

AWS

Name	Datacenter	Softwares Installed
Build server	Asia-Pacific/Mumbai	Build compilation packages [buildserver]
Blackduck	Asia-Pacific/Mumbai	Blackduck
LDAP	Asia-Pacific/Mumbai	ldap,samba4,named
Instance-1	Asia-Pacific/Mumbai	Public-IP (To access all other instances using this public IP through NAT)
Git	Asia-Pacific/Mumbai	gerrit,sspass,apache,httpd,mysql,sendmail,webmin
Coverity-desktop-analysis	Asia-Pacific/Mumbai	Coverity desktop analysis
OpenVPN	Asia-Pacific/Mumbai	Setup using openvpn image
Jenkins	Asia-Pacific/Mumbai	Jenkins,Grafana,Influxdb,Telegraf
NFS-Testlink	Asia-Pacific/Mumbai	Testlink,httpd,NFS
Customers- FTP	US-East/N.Virgina	Pureftpd
SFTP	US-East/N.Virgina	SFTP

Local

Model	Installed Packages
Dell R230 Blade server	Coverity-Analysis
Dell R230 Blade server	Vmware-Vsphere
Assembled Tower Server	CI setup
Assembled Tower Server	Prescan
Assembled Tower Server	CI setup
Assembled Tower Server	CI setup
Netgear NAS server	FTP
IOMega	File Server

Network

<u>Device</u>
D-Link 48-Port Switch
D-Link 24-port Switch
KVM Switch
Sophos Firewall
Wifi Routers
HIKVision DVR Cameras

Section 2.1(g)

Permits

<u>Permit</u>	<u>Description</u>	<u>Date</u>
DEKRA Testing and Certification, S.A.U.	Directive 2014/53/EU - EU-Type Examination Certificate	10/2/2019
R19-0824-01-TEC	MobiWave™ 2000 Onboard Unit	10/24/2019
DSRC-V2X v1.0 Conformance Assessment Certification	MobiWave™ MW1000 (MW1220)	8/21/2020
Grant of Equipment Authorization	Licensed Non-Broadcast Station Transmitter	7/26/2018 expires
Annual Business Tax Certificate/Fire Permit	City of Santa Clara - Permit # 205547	8/2/2021

Section 3.7

Absence of Certain Events

1. The Sellers' project with the New York City Department of Transportation is currently on hold. Such customer is currently waiting on the Sellers' confirmation whether the Sellers will be proceeding with the project.
2. The Federal Highway Administration has notified the Sellers that the supplies delivered by the Sellers did not conform to the terms of their contractual arrangement. The Sellers have attempted to remedy such non-conformance and are awaiting response from such customer.
3. The Sellers have paused the delivery of goods to Qualcomm Technologies, Inc. pursuant to that certain Statement of Work Number SAV-431851 dated 3/20/20.

Section 3.9

Financial Statements

See attached.

Savari Inc.
BALANCE SHEET
December 31, 2019
(Unaudited, amounts in USD)

ASSETS	LIABILITIES AND STOCKHOLDERS' EQUITY
Current assets:	Liabilities
Cash	Current liabilities:
Accounts receivable	Short-term debt
Prepaid expenses	Accounts payable
Inventory	Accrued liabilities
Other current assets	Deferred revenue
Total current assets	Customer deposit
Property and equipment, net	Other current liabilities
Intangible assets, net	Total current liabilities
Deposits	Long-term debt
Other non-current assets	L/T Notes Payable
Total assets	Total liabilities
	Shareholder equity
	Stock
	Additional paid-in capital
	Retained earnings
	CTA
	Total shareholder equity
	Total liabilities and equity

Savari Inc.
STATEMENT OF OPERATIONS
January 1 to December 31, 2019
(Unaudited, amounts in USD)

Total Revenue	\$ 1,872,405
Cost of revenue	814,158
Gross profit	<u>1,058,247</u>
Operating expenses:	
R&D	3,003,802
Sales & marketing	1,020,145
G&A	1,587,294
Depreciation & amortization	78,521
Total operating expenses	<u>5,689,762</u>
Operating income	<u>(4,631,515)</u>
Interest expense	(126,596)
Interest income	11,927
Other income (expense)	<u>0</u>
Income before taxes	(4,746,184)
Tax (benefit) expense	889
Net income	<u><u>\$ (4,747,073)</u></u>

Savari Inc.
STATEMENT OF CASH FLOWS
January 1 to December 31, 2019
(Unaudited, amounts in USD)

Cash flows from operating activities	
Net income (loss)	\$ (4,747,073)
Adjustments to reconcile net income:	
Depreciation	78,521
Amortization	-
Stock-based compensation	-
Changes in operating assets & liabilities:	
Accounts receivable	(299,946)
Prepaid expenses	(27,828)
Inventory	125,671
Deposits	-
Other assets	(136,585)
Accounts payable	(15,915)
Accrued liabilities	(736,075)
Deferred revenue	-
Customer deposit	(29,152)
Other liabilities	2,552
Cash provided by operating activities	<u>(5,785,831)</u>
Cash flows from investing activities	
Purchases of property & equipment	(12,250)
Purchases of intangible assets	-
Asset sales	-
Other	-
Cash provided by investing activities	<u>(12,250)</u>
Cash flows from financing activities	
Debt issuance	(242,424)
Stock issuance	-
Options/warrants exercised	18,972
Financing fees	-
L/T Notes Payable	5,498,528
Cash provided by financing activities	<u>5,275,075</u>
Net (decrease) increase in cash	(523,006)
Beginning cash balance	3,520,399
Ending cash balance	<u><u>\$ 2,997,393</u></u>

Savari Inc.
BALANCE SHEET
January 31, 2020
(Unaudited, amounts in USD)

ASSETS	LIABILITIES AND STOCKHOLDERS' EQUITY
Current assets:	Liabilities
Cash	Current liabilities:
\$ 2,699,067	Short-term debt
Accounts receivable	\$ 727,273
Prepaid expenses	Accounts payable
Inventory	346,863
Other current assets	Accrued liabilities
Total current assets	1,939,755
Property and equipment, net	Deferred revenue
Intangible assets, net	-
Deposits	Customer deposit
Other non-current assets	-
Total assets	Other current liabilities
\$ 6,645,935	-
	Total current liabilities
	3,013,890
	Long-term debt
	969,697
	L/T Notes Payable
	5,498,528
	Total liabilities
	9,482,115
	Shareholder equity
	Stock
	45,063
	Additional paid-in capital
	20,468,352
	Retained earnings
	(23,291,653)
	CTA
	(57,942)
	Total shareholder equity
	(2,836,180)
	Total liabilities and equity
	\$ 6,645,935

Savari Inc.
STATEMENT OF OPERATIONS
January 1 to January 31, 2020
(Unaudited, amounts in USD)

Total Revenue	\$ 138,660
Cost of revenue	92,249
Gross profit	46,411
Operating expenses:	
R&D	267,399
Sales & marketing	82,488
G&A	99,480
Depreciation & amortization	3,071
Total operating expenses	452,437
Operating income	(406,026)
Interest expense	(8,702)
Interest income	2,446
Other income (expense)	-
Income before taxes	(412,282)
Tax (benefit) expense	-
Net income	\$ (412,282)

Savari Inc.
STATEMENT OF CASH FLOWS
January 1 to January 31, 2020
(Unaudited, amounts in USD)

Cash flows from operating activities	
Net income (loss)	\$ (412,282)
Adjustments to reconcile net income:	
Depreciation	3,071
Amortization	-
Stock-based compensation	-
Changes in operating assets & liabilities:	
Accounts receivable	56,951
Prepaid expenses	(160,765)
Inventory	(2,170)
Deposits	-
Other assets	186,689
Accounts payable	27,781
Accrued liabilities	148,211
Deferred revenue	-
Customer deposit	-
Other liabilities	-
Cash provided by operating activities	<u>(152,515)</u>
Cash flows from investing activities	
Purchases of property & equipment	(85,193)
Purchases of intangible assets	-
Asset sales	-
Other	-
Cash provided by investing activities	<u>(85,193)</u>
Cash flows from financing activities	
Debt issuance	(60,606)
Stock issuance	-
Options/warrants exercised	-
Financing fees	-
L/T Notes Payable	-
Cash provided by financing activities	<u>(60,606)</u>
Net (decrease) increase in cash	(298,313)
Beginning cash balance	<u>2,997,380</u>
Ending cash balance	<u><u>\$ 2,699,067</u></u>

Savari Inc.
BALANCE SHEET
February 29, 2020
(Unaudited, amounts in USD)

ASSETS	LIABILITIES AND STOCKHOLDERS' EQUITY
Current assets:	Liabilities
Cash	Current liabilities:
\$ 2,408,733	Short-term debt
Accounts receivable	\$ 727,273
Prepaid expenses	Accounts payable
Inventory	160,612
Other current assets	Accrued liabilities
Total current assets	1,888,362
Property and equipment, net	Deferred revenue
Intangible assets, net	-
Deposits	Customer deposit
Other non-current assets	-
Total assets	Other current liabilities
\$ 6,189,386	Total current liabilities
	2,776,247
	Long-term debt
	909,091
	L/T Notes Payable
	5,498,528
	Total liabilities
	9,183,866
	Shareholder equity
	Stock
	45,063
	Additional paid-in capital
	20,468,352
	Retained earnings
	(23,704,296)
	CTA
	196,401
	Total shareholder equity
	(2,994,480)
	Total liabilities and equity
	\$ 6,189,386

Savari Inc.
STATEMENT OF OPERATIONS
January 1 to February 29, 2020
(Unaudited, amounts in USD)

Total Revenue	\$ 193,706
Cost of revenue	112,697
Gross profit	81,009
Operating expenses:	
R&D	559,298
Sales & marketing	126,314
G&A	199,285
Depreciation & amortization	6,141
Total operating expenses	891,038
Operating income	(810,029)
Interest expense	(17,105)
Interest income	2,709
Other income (expense)	(500)
Income before taxes	(824,925)
Tax (benefit) expense	-
Net income	\$ (824,925)

Savari Inc.
STATEMENT OF CASH FLOWS
January 1 to February 29, 2020
(Unaudited, amounts in USD)

Cash flows from operating activities	
Net income (loss)	\$ (824,925)
Adjustments to reconcile net income:	
Depreciation	6,141
Amortization	-
Stock-based compensation	-
Changes in operating assets & liabilities:	
Accounts receivable	209,739
Prepaid expenses	(154,174)
Inventory	(247)
Deposits	-
Other assets	186,689
Accounts payable	(158,469)
Accrued liabilities	96,818
Deferred revenue	-
Customer deposit	-
Other liabilities	-
Cash provided by operating activities	<u>(638,427)</u>
Cash flows from investing activities	
Purchases of property & equipment	(85,193)
Purchases of intangible assets	-
Asset sales	-
Other	256,140
Cash provided by investing activities	<u>170,947</u>
Cash flows from financing activities	
Debt issuance	(121,212)
Stock issuance	-
Options/warrants exercised	-
Financing fees	-
L/T Notes Payable	-
Cash provided by financing activities	<u>(121,212)</u>
Net (decrease) increase in cash	(588,692)
Beginning cash balance	2,997,425
Ending cash balance	<u><u>\$ 2,408,733</u></u>

Savari Inc.
BALANCE SHEET
March 31, 2020
(Unaudited, amounts in USD)

ASSETS	LIABILITIES AND STOCKHOLDERS' EQUITY
Current assets:	Liabilities
Cash	Current liabilities:
\$ 2,154,909	Short-term debt
Accounts receivable	\$ 727,273
163,488	Accounts payable
Prepaid expenses	129,301
239,278	Accrued liabilities
Inventory	1,915,031
2,901,799	Deferred revenue
Other current assets	-
-	Customer deposit
<u>Total current assets</u>	-
5,459,474	Other current liabilities
Property and equipment, net	-
143,584	<u>Total current liabilities</u>
Intangible assets, net	2,771,605
-	Long-term debt
Deposits	848,485
-	L/T Notes Payable
Other non-current assets	5,498,528
74,230	<u>Total liabilities</u>
<u>Total assets</u>	9,118,618
<u>\$ 5,677,289</u>	Shareholder equity
	Stock
	45,063
	Additional paid-in capital
	20,468,352
	Retained earnings
	(24,113,049)
	CTA
	158,305
	<u>Total shareholder equity</u>
	(3,441,329)
	<u>Total liabilities and equity</u>
	<u>\$ 5,677,289</u>

Savari Inc.
STATEMENT OF OPERATIONS
January 1 to March 31, 2020
(Unaudited, amounts in USD)

Total Revenue	\$ 248,182
Cost of revenue	132,937
Gross profit	<u>115,245</u>
Operating expenses:	
R&D	832,861
Sales & marketing	169,047
G&A	327,999
Depreciation & amortization	9,212
<u>Total operating expenses</u>	1,339,118
Operating income	<u>(1,223,874)</u>
Interest expense	(24,684)
Interest income	8,101
Other income (expense)	6,778
<u>Income before taxes</u>	(1,233,678)
Tax (benefit) expense	-
<u>Net income</u>	<u>\$ (1,233,678)</u>

Savari Inc.
STATEMENT OF CASH FLOWS
January 1 to March 31, 2020
(Unaudited, amounts in USD)

Cash flows from operating activities	
Net income (loss)	\$ (1,233,678)
Adjustments to reconcile net income:	
Depreciation	9,212
Amortization	-
Stock-based compensation	-
Changes in operating assets & liabilities:	
Accounts receivable	453,489
Prepaid expenses	(148,075)
Inventory	(247)
Deposits	-
Other assets	186,689
Accounts payable	(189,781)
Accrued liabilities	123,488
Deferred revenue	-
Customer deposit	-
Other liabilities	-
Cash provided by operating activities	<u>(798,903)</u>
Cash flows from investing activities	
Purchases of property & equipment	(85,193)
Purchases of intangible assets	-
Asset sales	-
Other	223,398
Cash provided by investing activities	<u>138,206</u>
Cash flows from financing activities	
Debt issuance	(181,818)
Stock issuance	-
Options/warrants exercised	-
Financing fees	-
L/T Notes Payable	-
Cash provided by financing activities	<u>(181,818)</u>
Net (decrease) increase in cash	(842,516)
Beginning cash balance	2,997,425
Ending cash balance	<u><u>\$ 2,154,909</u></u>

Savari Inc.
BALANCE SHEET
April 30, 2020
(Unaudited, amounts in USD)

ASSETS	LIABILITIES AND STOCKHOLDERS' EQUITY
Current assets:	Liabilities
Cash	Current liabilities:
Accounts receivable	Short-term debt
Prepaid expenses	Accounts payable
Inventory	Accrued liabilities
Other current assets	Deferred revenue
Total current assets	Customer deposit
Property and equipment, net	Other current liabilities
Intangible assets, net	Total current liabilities
Deposits	Long-term debt
Other non-current assets	L/T Notes Payable
Total assets	Total liabilities
	Shareholder equity
	Stock
	Additional paid-in capital
	Retained earnings
	CTA
	Total shareholder equity
	Total liabilities and equity

Savari Inc.
STATEMENT OF OPERATIONS
January 1 to April 30, 2020
(Unaudited, amounts in USD)

Total Revenue	\$ 283,586
Cost of revenue	160,095
Gross profit	<u>123,491</u>
Operating expenses:	
R&D	1,074,130
Sales & marketing	210,175
G&A	433,601
Depreciation & amortization	12,282
Total operating expenses	<u>1,730,188</u>
Operating income	<u>(1,606,697)</u>
Interest expense	(32,180)
Interest income	7,969
Other income (expense)	<u>(5,524)</u>
Income before taxes	(1,636,431)
Tax (benefit) expense	-
Net income	<u><u>\$ (1,636,431)</u></u>

Savari Inc.
STATEMENT OF CASH FLOWS
January 1 to April 30, 2020
(Unaudited, amounts in USD)

Cash flows from operating activities	
Net income (loss)	\$ (1,636,431)
Adjustments to reconcile net income:	
Depreciation	12,282
Amortization	-
Stock-based compensation	-
Changes in operating assets & liabilities:	
Accounts receivable	451,233
Prepaid expenses	(205,949)
Inventory	(247)
Deposits	-
Other assets	186,689
Accounts payable	(101,197)
Accrued liabilities	382,211
Deferred revenue	-
Customer deposit	-
Other liabilities	342,450
Cash provided by operating activities	<u>(568,958)</u>
Cash flows from investing activities	
Purchases of property & equipment	(85,193)
Purchases of intangible assets	-
Asset sales	-
Other	(29,499)
Cash provided by investing activities	<u>(114,691)</u>
Cash flows from financing activities	
Debt issuance	(242,424)
Stock issuance	-
Options/warrants exercised	-
Financing fees	-
L/T Notes Payable	-
Cash provided by financing activities	<u>(242,424)</u>
Net (decrease) increase in cash	(926,074)
Beginning cash balance	2,997,425
Ending cash balance	<u><u>\$ 2,071,351</u></u>

Savari Inc.
BALANCE SHEET
May 31, 2020
(Unaudited, amounts in USD)

ASSETS	LIABILITIES AND STOCKHOLDERS' EQUITY
Current assets:	Liabilities
Cash	Current liabilities:
Accounts receivable	Short-term debt
Prepaid expenses	Accounts payable
Inventory	Accrued liabilities
Other current assets	Deferred revenue
Total current assets	Customer deposit
Property and equipment, net	Other current liabilities
Intangible assets, net	Total current liabilities
Deposits	Long-term debt
Other non-current assets	L/T Notes Payable
Total assets	Total liabilities
	Shareholder equity
	Stock
	Additional paid-in capital
	Retained earnings
	CTA
	Total shareholder equity
	Total liabilities and equity

Savari Inc.
STATEMENT OF OPERATIONS
January 1 to May 31, 2020
(Unaudited, amounts in USD)

Total Revenue	\$ 478,627
Cost of revenue	201,910
Gross profit	<u>276,717</u>
Operating expenses:	
R&D	1,408,270
Sales & marketing	273,778
G&A	547,688
Depreciation & amortization	15,353
Total operating expenses	<u>2,245,088</u>
Operating income	<u>(1,968,371)</u>
Interest expense	(39,124)
Interest income	8,115
Other income (expense)	771
Income before taxes	<u>(1,998,610)</u>
Tax (benefit) expense	-
Net income	<u><u>\$ (1,998,610)</u></u>

Savari Inc.
STATEMENT OF CASH FLOWS
January 1 to May 31, 2020
(Unaudited, amounts in USD)

Cash flows from operating activities	
Net income (loss)	\$ (1,998,610)
Adjustments to reconcile net income:	
Depreciation	15,353
Amortization	-
Stock-based compensation	-
Changes in operating assets & liabilities:	
Accounts receivable	373,594
Prepaid expenses	(199,400)
Inventory	(430)
Deposits	-
Other assets	186,689
Accounts payable	(113,358)
Accrued liabilities	291,482
Deferred revenue	-
Customer deposit	-
Other liabilities	467,109
Cash provided by operating activities	<u>(977,573)</u>
Cash flows from investing activities	
Purchases of property & equipment	(76,829)
Purchases of intangible assets	-
Asset sales	-
Other	(54,667)
Cash provided by investing activities	<u>(131,496)</u>
Cash flows from financing activities	
Debt issuance	(242,424)
Stock issuance	-
Options/warrants exercised	-
Financing fees	-
L/T Notes Payable	-
Cash provided by financing activities	<u>(242,424)</u>
Net (decrease) increase in cash	(1,351,493)
Beginning cash balance	2,997,425
Ending cash balance	<u><u>\$ 1,645,932</u></u>

Savari Inc.
BALANCE SHEET
June 30, 2020
(Unaudited, amounts in USD)

ASSETS	LIABILITIES AND STOCKHOLDERS' EQUITY
Current assets:	Liabilities
Cash	Current liabilities:
\$ 1,161,824	Short-term debt
Accounts receivable	\$ 727,273
Prepaid expenses	Accounts payable
Inventory	254,049
Other current assets	Accrued liabilities
Total current assets	2,094,372
Property and equipment, net	Deferred revenue
Intangible assets, net	-
Deposits	Customer deposit
Other non-current assets	-
Total assets	Other current liabilities
\$ 4,836,787	451,323
	Total current liabilities
	3,527,017
	Long-term debt
	787,879
	L/T Notes Payable
	5,498,528
	Total liabilities
	9,813,424
	Shareholder equity
	Stock
	45,063
	Additional paid-in capital
	20,468,352
	Retained earnings
	(25,391,275)
	CTA
	(98,777)
	Total shareholder equity
	(4,976,637)
	Total liabilities and equity
	\$ 4,836,787

Savari Inc.
STATEMENT OF OPERATIONS
January 1 to June 30, 2020
(Unaudited, amounts in USD)

Total Revenue	\$ 514,723
Cost of revenue	227,874
Gross profit	286,848
Operating expenses:	
R&D	1,694,061
Sales & marketing	343,548
G&A	704,634
Depreciation & amortization	18,090
Total operating expenses	2,760,333
Operating income	(2,473,484)
Interest expense	(46,300)
Interest income	8,374
Other income (expense)	(493)
Income before taxes	(2,511,904)
Tax (benefit) expense	-
Net income	\$ (2,511,904)

Savari Inc.
STATEMENT OF CASH FLOWS
January 1 to June 30, 2020
(Unaudited, amounts in USD)

Cash flows from operating activities	
Net income (loss)	\$ (2,511,904)
Adjustments to reconcile net income:	
Depreciation	18,090
Amortization	-
Stock-based compensation	-
Changes in operating assets & liabilities:	
Accounts receivable	366,246
Prepaid expenses	(210,801)
Inventory	(2,642)
Deposits	-
Other assets	186,689
Accounts payable	(65,032)
Accrued liabilities	302,829
Deferred revenue	-
Customer deposit	-
Other liabilities	451,323
Cash provided by operating activities	<u>(1,465,203)</u>
Cash flows from investing activities	
Purchases of property & equipment	(76,829)
Purchases of intangible assets	-
Asset sales	-
Other	(51,145)
Cash provided by investing activities	<u>(127,974)</u>
Cash flows from financing activities	
Debt issuance	(242,424)
Stock issuance	-
Options/warrants exercised	-
Financing fees	-
L/T Notes Payable	-
Cash provided by financing activities	<u>(242,424)</u>
Net (decrease) increase in cash	(1,835,601)
Beginning cash balance	2,997,425
Ending cash balance	<u><u>\$ 1,161,824</u></u>

Savari Inc.
BALANCE SHEET
July 31, 2020
(Unaudited, amounts in USD)

ASSETS	LIABILITIES AND STOCKHOLDERS' EQUITY
Current assets:	Liabilities
Cash \$ 938,137	Current liabilities:
Accounts receivable 259,372	Short-term debt \$ 727,273
Prepaid expenses 286,506	Accounts payable 267,921
Inventory 2,908,302	Accrued liabilities 2,441,471
Other current assets -	Deferred revenue -
<u>Total current assets 4,392,317</u>	Customer deposit -
Property and equipment, net 138,736	Other current liabilities <u>89,241</u>
Intangible assets, net -	Total current liabilities 3,525,906
Deposits -	Long-term debt 787,879
Other non-current assets 74,230	L/T Notes Payable <u>5,498,528</u>
<u>Total assets \$ 4,605,283</u>	Total liabilities 9,812,312
	Shareholder equity
	Stock 45,063
	Additional paid-in capital 20,468,352
	Retained earnings (25,628,516)
	CTA <u>(91,928)</u>
	Total shareholder equity <u>(5,207,029)</u>
	<u>Total liabilities and equity \$ 4,605,283</u>

Savari Inc.
STATEMENT OF OPERATIONS
January 1 to July 31, 2020
(Unaudited, amounts in USD)

Total Revenue	\$ 704,552
Cost of revenue	<u>260,695</u>
Gross profit	443,857
Operating expenses:	
R&D	1,933,330
Sales & marketing	396,792
G&A	808,648
Depreciation & amortization	<u>20,802</u>
Total operating expenses	<u>3,159,572</u>
Operating income	<u>(2,715,715)</u>
Interest expense	(53,245)
Interest income	9,395
Other income (expense)	<u>10,420</u>
Income before taxes	<u>(2,749,145)</u>
Tax (benefit) expense	-
Net income	<u>\$ (2,749,145)</u>

Savari Inc.
STATEMENT OF CASH FLOWS
January 1 to July 31, 2020
(Unaudited, amounts in USD)

Cash flows from operating activities	
Net income (loss)	\$ (2,749,145)
Adjustments to reconcile net income:	
Depreciation	20,802
Amortization	-
Stock-based compensation	-
Changes in operating assets & liabilities:	
Accounts receivable	357,605
Prepaid expenses	(195,302)
Inventory	(6,750)
Deposits	-
Other assets	186,689
Accounts payable	(51,161)
Accrued liabilities	649,927
Deferred revenue	-
Customer deposit	-
Other liabilities	89,241
Cash provided by operating activities	<u>(1,698,093)</u>
Cash flows from investing activities	
Purchases of property & equipment	(76,829)
Purchases of intangible assets	-
Asset sales	-
Other	(41,942)
Cash provided by investing activities	<u>(118,770)</u>
Cash flows from financing activities	
Debt issuance	(242,424)
Stock issuance	-
Options/warrants exercised	-
Financing fees	-
L/T Notes Payable	-
Cash provided by financing activities	<u>(242,424)</u>
Net (decrease) increase in cash	(2,059,288)
Beginning cash balance	2,997,425
Ending cash balance	<u><u>\$ 938,137</u></u>

Savari Inc.
Balance Sheet
August 31, 2020
(Unaudited, amounts in USD)

ASSETS		LIABILITIES AND STOCKHOLDERS' EQUITY	
Current assets:		Liabilities	
Cash	\$ 607,788	Current liabilities:	
Accounts receivable	474,711	Short-term debt	\$ 727,273
Prepaid expenses	276,501	Accounts payable	258,959
Inventory	2,910,407	Accrued liabilities	2,461,708
Other current assets	-	Deferred revenue	-
Total current assets	4,269,407	Customer deposit	-
Property and equipment, net	134,253	Other current liabilities	92,009
Intangible assets, net	-	Total current liabilities	3,539,948
Deposits	-	Long-term debt	787,879
Other non-current assets	74,230	L/T Notes Payable	5,498,528
Total assets	\$ 4,477,890	Total liabilities	9,826,355
		Shareholder equity	
		Stock	45,063
		Additional paid-in capital	20,468,352
		Retained earnings	(25,783,128)
		CTA	(78,752)
		Total shareholder equity	(5,348,464)
		Total liabilities and equity	\$ 4,477,890

Savari Inc.
STATEMENT OF OPERATIONS
January 1 to August 31, 2020
(Unaudited, amounts in USD)

Total Revenue	\$ 956,092
Cost of revenue	332,535
Gross profit	623,558
Operating expenses:	
R&D	2,120,839
Sales & marketing	474,348
G&A	876,946
Depreciation & amortization	23,514
Total operating expenses	3,495,646
Operating income	(2,872,089)
Interest expense	(60,421)
Interest income	12,053
Other income (expense)	16,700
Income before taxes	(2,903,757)
Tax (benefit) expense	-
Net income	\$ (2,903,757)

Savari Inc.
STATEMENT OF CASH FLOWS
January 1 to August 31, 2020
(Unaudited, amounts in USD)

Cash flows from operating activities	
Net income (loss)	\$ (2,903,757)
Adjustments to reconcile net income:	
Depreciation	23,514
Amortization	-
Stock-based compensation	-
Changes in operating assets & liabilities:	
Accounts receivable	142,266
Prepaid expenses	(185,298)
Inventory	(8,855)
Deposits	-
Other assets	186,689
Accounts payable	(60,122)
Accrued liabilities	670,164
Deferred revenue	-
Customer deposit	-
Other liabilities	92,009
Cash provided by operating activities	<u>(2,043,390)</u>
Cash flows from investing activities	
Purchases of property & equipment	(76,829)
Purchases of intangible assets	-
Asset sales	-
Other	(26,994)
Cash provided by investing activities	<u>(103,822)</u>
Cash flows from financing activities	
Debt issuance	(242,424)
Stock issuance	-
Options/warrants exercised	-
Financing fees	-
L/T Notes Payable	-
Cash provided by financing activities	<u>(242,424)</u>
Net (decrease) increase in cash	(2,389,637)
Beginning cash bblance	2,997,425
Ending cash bblance	<u><u>\$ 607,788</u></u>

Savari Inc.
BALANCE SHEET
September 30, 2020
(Unaudited, amounts in USD)

ASSETS	LIABILITIES AND STOCKHOLDERS' EQUITY
Current assets:	Liabilities
Cash	Current liabilities:
\$ 689,036	Short-term debt
Accounts receivable	\$ 727,273
356,484	Accounts payable
Prepaid expenses	312,454
268,747	Accrued liabilities
Inventory	2,340,588
2,616,265	Deferred revenue
Other current assets	-
-	Customer deposit
<u>Total current assets</u>	-
3,930,531	Other current liabilities
Property and equipment, net	65,408
104,008	<u>Total current liabilities</u>
Intangible assets, net	3,445,723
-	Long-term debt
Deposits	787,879
-	L/T Notes Payable
Other non-current assets	5,498,528
74,230	<u>Total liabilities</u>
<u>Total assets</u>	9,732,129
<u>\$ 4,108,769</u>	Shareholder equity
	Stock
	45,063
	Additional paid-in capital
	20,468,352
	Retained earnings
	(26,061,644)
	CTA
	(75,131)
	<u>Total shareholder equity</u>
	(5,623,360)
	<u>Total liabilities and equity</u>
	<u>\$ 4,108,769</u>

Savari Inc.
STATEMENT OF OPERATIONS
January 1 to September 30, 2020
(Unaudited, amounts in USD)

Total Revenue	\$ 1,241,168
Cost of revenue	525,428
Gross profit	<u>715,740</u>
Operating expenses:	
R&D	2,355,166
Sales & marketing	529,531
G&A	940,482
Depreciation & amortization	50,582
<u>Total operating expenses</u>	3,875,761
Operating income	<u>(3,160,021)</u>
Interest expense	(67,597)
Interest income	12,302
Other income (expense)	33,043
<u>Income before taxes</u>	(3,182,273)
Tax (benefit) expense	-
<u>Net income</u>	<u>\$ (3,182,273)</u>

Savari Inc.
STATEMENT OF CASH FLOWS
January 1 to September 30, 2020
(Unaudited, amounts in USD)

Cash flows from operating activities	
Net income (loss)	\$ (3,182,273)
Adjustments to reconcile net income:	
Depreciation	50,582
Amortization	-
Stock-based compensation	-
Changes in operating assets & liabilities:	
Accounts receivable	260,493
Prepaid expenses	(177,543)
Inventory	285,288
Deposits	-
Other assets	186,689
Accounts payable	(6,628)
Accrued liabilities	549,044
Deferred revenue	-
Customer deposit	-
Other liabilities	65,408
Cash provided by operating activities	<u>(1,968,941)</u>
Cash flows from investing activities	
Purchases of property & equipment	(76,829)
Purchases of intangible assets	-
Asset sales	-
Other	(20,196)
Cash provided by investing activities	<u>(97,024)</u>
Cash flows from financing activities	
Debt issuance	(242,424)
Stock issuance	-
Options/warrants exercised	-
Financing fees	-
L/T Notes Payable	-
Cash provided by financing activities	<u>(242,424)</u>
Net (decrease) increase in cash	(2,308,389)
Beginning cash bblance	2,997,425
Ending cash bblance	<u>\$ 689,036</u>

Savari Inc.
BALANCE SHEET
October 31, 2020
(Unaudited, amounts in USD)

ASSETS	LIABILITIES AND STOCKHOLDERS' EQUITY
Current assets:	Liabilities
Cash \$ 314,447	Current liabilities:
Accounts receivable 324,315	Short-term debt \$ 727,273
Prepaid expenses 150,599	Accounts payable 254,529
Inventory 2,476,856	Accrued liabilities 2,286,305
Other current assets -	Deferred revenue -
<u>Total current assets 3,266,217</u>	Customer deposit -
Property and equipment, net 53,761	Other current liabilities <u>64,526</u>
Intangible assets, net -	<u>Total current liabilities 3,332,632</u>
Deposits -	Long-term debt 787,879
Other non-current assets 74,230	L/T Notes Payable <u>5,498,528</u>
<u>Total assets \$ 3,394,209</u>	<u>Total liabilities 9,619,039</u>
	Shareholder equity
	Stock 45,063
	Additional paid-in capital 20,468,352
	Retained earnings (26,661,755)
	CTA (76,491)
	<u>Total shareholder equity (6,224,831)</u>
	<u>Total liabilities and equity \$ 3,394,209</u>

Savari Inc.
STATEMENT OF OPERATIONS
January 1 to October 31, 2020
(Unaudited, amounts in USD)

Total Revenue	\$ 1,309,766
Cost of revenue	<u>693,396</u>
Gross profit	616,370
Operating expenses:	
R&D	2,675,731
Sales & marketing	611,081
G&A	1,003,911
Depreciation & amortization	<u>51,361</u>
<u>Total operating expenses</u>	<u>4,342,084</u>
Operating income	<u>(3,725,714)</u>
Interest expense	(74,541)
Interest income	13,843
Other income (expense)	<u>4,028</u>
Income before taxes	(3,782,384)
Tax (benefit) expense	-
<u>Net income</u>	<u>\$ (3,782,384)</u>

Savari Inc.
STATEMENT OF CASH FLOWS
January 1 to October 31, 2020
(Unaudited, amounts in USD)

Cash flows from operating activities	
Net income (loss)	\$ (3,782,384)
Adjustments to reconcile net income:	
Depreciation	51,361
Amortization	-
Stock-based compensation	-
Changes in operating assets & liabilities:	
Accounts receivable	292,662
Prepaid expenses	(59,396)
Inventory	424,697
Deposits	-
Other assets	186,689
Accounts payable	(64,552)
Accrued liabilities	494,762
Deferred revenue	-
Customer deposit	-
Other liabilities	64,526
Cash provided by operating activities	<u>(2,391,637)</u>
Cash flows from investing activities	
Purchases of property & equipment	(76,829)
Purchases of intangible assets	-
Asset sales	-
Other	27,912
Cash provided by investing activities	<u>(48,917)</u>
Cash flows from financing activities	
Debt issuance	(242,424)
Stock issuance	-
Options/warrants exercised	-
Financing fees	-
L/T Notes Payable	-
Cash provided by financing activities	<u>(242,424)</u>
Net (decrease) increase in cash	(2,682,978)
Beginning cash bblance	2,997,425
Ending cash bblance	<u>\$ 314,447</u>

Savari Inc.
BALANCE SHEET
November 30, 2020
(Unaudited, amounts in USD)

ASSETS	LIABILITIES AND STOCKHOLDERS' EQUITY
Current assets:	Liabilities
Cash	Current liabilities:
\$ 116,049	Short-term debt
Accounts receivable	\$ 727,273
231,961	Accounts payable
Prepaid expenses	339,002
170,678	Accrued liabilities
Inventory	2,190,250
2,489,046	Deferred revenue
Other current assets	-
-	Customer deposit
Total current assets	-
3,007,734	Other current liabilities
Property and equipment, net	65,011
50,811	Total current liabilities
Intangible assets, net	3,321,535
-	Long-term debt
Deposits	787,879
-	L/T Notes Payable
Other non-current assets	5,498,528
74,230	Total liabilities
Total assets	9,607,942
\$ 3,132,775	Shareholder equity
	Stock
	45,063
	Additional paid-in capital
	20,468,352
	Retained earnings
	(26,925,784)
	CTA
	(62,798)
	Total shareholder equity
	(6,475,168)
	Total liabilities and equity
	\$ 3,132,775

Savari Inc.
STATEMENT OF OPERATIONS
January 1 to November 30, 2020
(Unaudited, amounts in USD)

Total Revenue	\$ 1,437,459
Cost of revenue	785,415
Gross profit	<u>652,044</u>
Operating expenses:	
R&D	2,750,735
Sales & marketing	650,732
G&A	1,200,578
Depreciation & amortization	51,643
Total operating expenses	<u>4,653,688</u>
Operating income	<u>(4,001,644)</u>
Interest expense	(81,717)
Interest income	20,672
Other income (expense)	16,276
Income before taxes	<u>(4,046,413)</u>
Tax (benefit) expense	-
Net income	<u>\$ (4,046,413)</u>

Savari Inc.
STATEMENT OF CASH FLOWS
January 1 to November 30, 2020
(Unaudited, amounts in USD)

Cash flows from operating activities	
Net income (loss)	\$ (4,046,413)
Adjustments to reconcile net income:	
Depreciation	51,643
Amortization	-
Stock-based compensation	-
Changes in operating assets & liabilities:	
Accounts receivable	385,015
Prepaid expenses	(79,474)
Inventory	412,506
Deposits	-
Other assets	186,689
Accounts payable	19,921
Accrued liabilities	398,706
Deferred revenue	-
Customer deposit	-
Other liabilities	65,011
Cash provided by operating activities	<u>(2,606,397)</u>
Cash flows from investing activities	
Purchases of property & equipment	(76,829)
Purchases of intangible assets	-
Asset sales	-
Other	44,274
Cash provided by investing activities	<u>(32,555)</u>
Cash flows from financing activities	
Debt issuance	(242,424)
Stock issuance	-
Options/warrants exercised	-
Financing fees	-
L/T Notes Payable	-
Cash provided by financing activities	<u>(242,424)</u>
Net (decrease) increase in cash	(2,881,376)
Beginning cash bblance	2,997,425
Ending cash bblance	<u>\$ 116,049</u>

Section 3.10(a)

Material Contracts

1. Frame Software License Agreement for Embedded Software dated June 7, 2019, by and between Savari, Inc. and Continental Automotive GmbH
2. Software License Sourcing Agreement to the Frame Software License Agreement for Embedded Software dated August 10, 2019, by and between Savari, Inc. and Continental Automotive GmbH, and Addendum dated June 24, 2020
3. Statement of Work - Management of 3rd Party Software – GM GEN12 V2X Application Project dated August 23, 2019, by and between Savari, Inc. and Continental Automotive GmbH
4. License Agreement, dated February 19, 2019, by and between Savari, Inc. and Huizhou Desay SV Automotive Co., Ltd., and Amendment 1 dated September 3, 2019
5. Connected Vehicle Project Agreement dated October 11, 2019, by and between Savari, Inc. and New York City Department of Transportation
6. Frame Hardware and Software Purchase Agreement No. 00127170.0, by and between Savari, Inc., and Nokia Solutions and Networks Oy
7. Master Services Agreement dated April 23, 2012 by and between Savari, Inc. and Qualcomm Incorporated
8. Statement of Work Number SAV-431851 dated March 20, 2020, and associated Purchase Order 4300044922_0 dated July 14, 2020, by and between Savari, Inc. and Qualcomm Incorporated
9. Purchase Order 4300041852_0 dated January 15, 2020, by and between Savari, Inc. and Qualcomm Incorporated
10. Purchase Order A3S007772 dated November 25, 2020 by and between Savari, Inc. and Advanced Automotive Antennas, S.L
11. Purchase Order PO2020056 dated June 15, 2020 by and between Savari, Inc. and Ford Motor Company
12. Production Purchasing Global Terms and Conditions effective January 1, 2004 by and between Savari, Inc. and Ford Motor Company
13. Global Terms and Conditions for Indirect Solutions effective July 2019 by and between Savari, Inc. and Ford Motor Company
14. Purchase Order PO2046454 dated November 4, 2020 by and between Savari, Inc. and Ford Motor Company

15. Supplier-on-Board Agreement between Ford Motor Company and Savari Inc. for the ITS Stack Software for the 2023 P708 Program dated March 9, 2020, and the 2023 P708 Commercial and Program Agreement between Ford Motor Company and Savari Inc. dated March 9, 2020
16. Agreement by and between Savari, Inc. and Ford Motor Company for China variant of ITS Software Stack, as reflected in e-mail dated October 26, 2020
17. Award/Contract dated August 6, 2020 by and between Savari, Inc. and Federal Highway Administration
18. TrafficCast Hardware and Software Deliveries Proposal dated October 30, 2020 by and between Savari, Inc. and TrafficCast
19. Purchase Order P10256T dated December 15, 2020 by and between Savari, Inc. and Southwest Research Institute, P10256T
20. Purchase Order P1267978 dated December 17, 2020 by and between Savari, Inc. and Oklahoma State University
21. See Items 1 through 5 set forth on Section 3.13(b) of these Disclosure Schedules.

Section 3.10(b)

Terminated, Rescinded, Cancelled or Expired Contracts

1. Purchase Order CAMP0000223 dated November 30, 2020 by and between Savari, Inc. and Crash Avoidance Metrics Partners LLC
2. Purchase Order CAMP0000311 dated November 30, 2020 by and between Savari, Inc. and Crash Avoidance Metrics Partners LLC
3. Purchase Order CAMP0000324 dated November 30, 2020 by and between Savari, Inc. and Crash Avoidance Metrics Partners LLC
4. Purchase Order CAMP0000343 dated November 30, 2020 by and between Savari, Inc. and Crash Avoidance Metrics Partners LLC
5. Purchase Order CAMP0000369 dated November 30, 2020 by and between Savari, Inc. and Crash Avoidance Metrics Partners LLC
6. Purchase Order CAMP0000170 dated November 30, 2020 by and between Savari, Inc. and Crash Avoidance Metrics Partners LLC
7. Purchase Order CAMP000250 dated July 8, 2020 by and between Savari, Inc. and Crash Avoidance Metrics Partners LLC
8. Purchase Order CAMP0000299 dated November 30, 2020 by and between Savari, Inc. and Crash Avoidance Metrics Partners LLC
9. Purchase Order CAMP0000336 dated August 7, 2020 by and between Savari, Inc. and Crash Avoidance Metrics Partners LLC
10. Purchase Order CAMP0000339 dated November 30, 2020 by and between Savari, Inc. and Crash Avoidance Metrics Partners LLC
11. Purchase Order PO2028477 dated August 10, 2020 by and between Savari Inc. and Ford Motor Company
12. Purchase Order PO2034266 dated October 14, 2020 by and between Savari Inc. and Ford Motor Company
13. Purchase Order 1979810 dated September 30, 2020 by and between Savari Inc. and the University of Minnesota
14. Lease Agreement dated December 5, 2016 by and between Savari Systems Pvt. Ltd. and Sri. Pathi Mohan and Smt. Sangeetha Mohan
15. Lease Agreement dated November 13, 2017 by and between Savari, Inc. and Richard A. Fagin

16. Lease Agreement dated April 12, 2016 by and between Savari Inc. and Arboretum II LLC

Section 3.11

Material Customers and Suppliers

Material Customers

	2018	2019	2020	Total
Marsh Electronics	\$39,429.66	\$158,810.00	\$0	\$198,239.66
Huizhou Desay SV Auto	\$0	\$305,176.00	\$217,500.00	\$522,676.00
Ford Motor Company	\$0	\$0	\$125,067.00	\$125,067.00
TrafficCast International, Inc.	\$0	\$0	\$85,301.63	\$85,301.63
Qualcomm Technologies, Inc.	\$201,328.00	\$487,850.00	\$144,117.14	\$833,295.14
Crash Avoidance Metrics Partnership, LLC	\$423,299.51	\$381,919.97	\$388,702.00	\$1,193,921.48
Federal Highway Administration	\$0	\$0	\$169,322.63	\$169,322.63
New York City Department of Transportation	\$0	\$72,500.08	(\$537.94)	\$71,962.14
Nokia	\$0	\$51,241.21	\$0	\$51,241.21
Advanced Automotive Antennas S.L. (Ficosa)	\$0	\$10,000.00	\$0	\$10,000.00

Material Suppliers

	2018	2019	2020	Total
OSS Nokalva, Inc.	\$32,918.76	\$26,104.58	\$4,000.00	63,023.34
OnBoard Security, Inc.	32,320.00	\$0	\$0	32,320.00
Digikey Electronics	1,773.36	4,415.84	2,150.82	8,340.02
Quectel Wireless Solutions Co., Ltd.	\$0	\$0	6,460.00	6,460.00
JiNan Sheng An Information Technology Co.,Ltd.	\$0	\$0	50,000.00	50,000.00
Amazon Web Services	3,722.53	9,800.52	33,932.00	47,455.05
Synopsys International Limited	12,000.00	67,800.00	57,500.00	137,300.00
Transystem, Inc.	101,126.00	210.00	\$0	101,336.00
Atlassian	9,337.00	12,893.00	13,681.75	35,911.75
WNC	6,650.00	9,960.00	12,378.00	28,988.00

Section 3.13(a)

Business IP Registrations and Property

1. The following patents:

Patent Number	Issue Date	Application Number	Description
US 8,892,347 B1	18-Nov-14	13/907,862	System and method for node adaptive filtering and congestion control for safety and mobility applications toward automated vehicles system
US 9,261,601 B2	16-Feb-16	13/907,864	System and method for lane boundary estimation and host vehicle position and orientation
US 9,037,404 B2	19-May-15	14/047,157	System and method for map matching
US 8,954,205 B2	10-Feb-15	14/163,258	System and method for road side equipment of interest selection for active safety applications
US 9,435,654 B2	6-Sep-16	14/163,478	System and method for creating storing, and updating local Dynamic map database with safety attribute
US 9,559,804 B2	31-Jan-17	14/883,639	Connected Vehicles Adaptive Security Signing and Verification Methodology and Node Filtering
US 9,805,592 82	31-Oct-17	14/888,633	Methods of tracking pedestrian heading angle using smart phones data for pedestrian safety applications
US 10,591,608 B2	17-Mar-20	15/797,907	A positioning quality filter for the V2X technologies
US 10,541,738 B1	21-Jan-20	16/396,761	Methods and Systems for V2X Congestion control using directional antennas and determining OBU transmission power based on the weather data received from vehicle can
Filed	TBD	15/879,299	Positioning System Based on Geofencing Framework
To Be Filed by 1/13/2021	Next Action Due By 1/13/2021	15/978,143	Long Range Prediction and Target Classification Algorithm using connected vehicle data and others.

2. The following disclosed inventions not subject to patents:

Reference	Action Required by Date	Status	Description
040720-003	Estimated: 3/2021	Patent Application	An Adaptive Filter Method for efficient processing of broadcasted messages in a V2X environment

		Drafted/Under Review	
040220-004	Estimated: 7/2021	Disclosure Received Patent Application Being Drafted	Scalable Verification System for V2X using Smart Dispatcher
040720-005	Estimated: 3/2021	Disclosure Received	Method and Apparatus for Virtualization of Road-Side Units for V2X

3. The following trademarks:

Mark	Country	Filing Date	Application No.	Reg. Date	Reg. No.
MOBIWAVE	UNITED STATES	12/3/2008	77/626,045	4/12/2011	3,944,845
SAVARI	AUSTRALIA	6/6/2018	IR1419602	6/6/2018	IR1419602
SAVARI	EUROPEAN UNION	6/6/2018	IR1419602	n/a Opposed	n/a Opposed
SAVARI	SOUTH KOREA	6/6/2018	IR1419602	6/6/2018	IR1419602
SAVARI	UNITED STATES	11/18/2020	90/327,596	n/a (Pending)	n/a (Pending)
SAVARI	UNITED STATES	9/2/2015	86/744,778	5/17/2016	4,959,731
SAVARI	WIPO	6/6/2018	IR1419602	6/6/2018	IR1419602
SAVARI (Logo)	UNITED STATES	n/a (Proposed)	n/a (Proposed)	n/a (Proposed)	n/a (Proposed)
STREETWAVE	UNITED STATES	12/3/2008	77/626,044	6/29/2010	3,811,670

4. The following Software assets:

Name of the component	Type (Application, Part of stack, Cloud, Customer specific etc)	Applicable for RSU/OBU or Both	Region (US, EU or China stack)
V2X Software Stack	Device software	OBU	US, EU, CN
V2X Application Suite	Device software	OBU	US, EU, CN
RSU Stack	Device software	RSU	US, CN

Simulation/Test Tools	Application	OBU, RSU	
Location Service	Cloud	RSU	US
Smartcross Backend	Cloud	RSU	US
Smartcross App	Mobile App	RSU	US
Decision Engine	Cloud	OBU	US
RSU Credential Provisioning System	Device & Cloud software	RSU	
Device bootstrap and provisioning Tool	Application	OBU, RSU	US
Simulation and Virtualization Tools	Application	OBU/RSU	US
Savari Application and debug HMI	Android Application	OBU	US, EU, CN
Test Framework	System test for Application, part of stack	OBU/RSU	US, EU, CN
Savari CI Dashboard	Dashboard for CI	Both	US, EU, CN
Multimodal Intelligence Traffic Signal Systems (MMITSS)		RSU	US
Tools/SDKs used in Savari Production System	REST API Client, Savari Tool	OBU, RSU	All regions

*OBU = Onboard Unit; RSU = Roadside Unit

5. The following V2X applications:

ID	TYP E	App Abbreviation	Application	Standard	Application Description
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1	V2V	BSW	Blind Spot Warning	SAE J2945/1	Alerts HV of a RV in HV's blind spot on either side
2	V2V	BSW	Blind Spot Warning	ETSI TS 101 539-3	Alerts HV of a RV in HV's blind spot on either side
3	V2V	DNPW	Do Not Pass Warning	ETSI TS 101 539-3	Alerts HV that they should not pass a RV
4	V2V	OTVW	Overtaking Vehicle	ETSI TS 101 539-3	Alerts HV that a RV is overtaking them
5	V2V	EEBL	Emergency Electronic Brake Lights	SAE J2945/1	Alerts HV that a RV has activated their Emergency Brake
6	V2V	DS	Dangerous Situation	ETSI 101 539-3	Alerts HV that a RV has activated their Emergency Brake
7	V2V	EVW	Emergency Vehicle Warning	C2C-CC Special Vehicle **	Alerts HV that an Emergency Vehicle is approaching
8	V2V	FCW	Forward collision warning	SAE J2945/1	Alerts HV of a potential forward collision with a RV
9	V2V	FCW	Forward collision warning	ETSI 101 539-3	Alerts HV of a potential forward collision with a RV
10	V2V	IMA	Intersection movement assist	SAE J2945/1	Alerts HV of a RV of a potential intersecting collision, either side
11	V2V	IMA	Intersection movement assist	ETSI TS 101 539-2	Alerts HV of a RV of a potential intersecting collision, either side
12	V2V	VTRW	Vehicle Turning Right in Front (of Bus) Warning	Savari implementation	Alerts HV (bus) that a RV is turning in front of them
13	V2V	SVA	Stationary Vehicle Warning	ETSI TS 101 539-3 **, C2C-CC Stationary Vehicle	Alerts HV of a stationary vehicle ahead
14	V2V	HLW	Hazard Location Warning / Road Hazard Signaling	SAE/WAVE	Alerts HV of a hazardous road condition
15	V2V	CLW	Control loss warning	SAE/WAVE	Alerts HV of a RV who has lost control of their vehicle
16	V2V	LTA	Left Turn Assist	SAE J2945/1	Alerts HV of a RV coming in the opposite direction
17	V2V	LTA	Left Turn Assist	ETSI TS 101 539-3	Alerts HV of a RV coming in the opposite direction
18	V2V	LCA/LCW	Lane change assist / Lane Change Warning	SAE J2945/1	Alerts HV of a potential collision when changing lanes
19	V2V	LCA/LCW	Lane change assist / Lane Change Warning	ETSI 101 539-3	Alerts HV of a potential collision when changing lanes
20	V2V	RCP	Rear Cross Path	SAE J2945/1	
21	V2V	RCP	Rear Cross Path	ETSI TS 101 539-2	
22	V2V	TJA	Traffic Jam Ahead / Queue Warning	Savari implementation	Alerts HV of a traffic jam ahead
23	V2I	GLOSA	Green light optimized speed advisory	Savari implementation	Alerts HV of the optimal speed to move through signal lights

24	V2I	PREEMPT	Emergency Vehicle Preemption	MMITSS	Allows HV (Emergency Vehicle) to change the light for it
25	V2I	TSP	Transit Signal Priority	ISO_TS_19091	Allows HV (transit) to request priority when changing lights
26	V2I	CSW	Curve Speed Warning	Savari implementation	Alerts HV of the speed limit along a curve
27	V2I	WZW	Work Zone Warning	Savari implementation	Alerts HV of an upcoming work zone
28	V2I	SPaT	In vehicle Signal Phase and Timing	Savari implementation	Alerts HV of the signal phase and timing of a traffic light
29	V2I	RLVW	Red Light Violation Warning	Savari implementation	Alerts HV if they violated a red light
30	V2I	SC	Speed Compliance	Savari implementation	Alerts HV of their speed vs the speed limit
31	V2I	LBW	Low Bridge Warning	Savari implementation	Alerts HV of a low bridge upcoming
32	V2I	WWE	Wrong Way Entry	Savari implementation	Alerts HV that they are going the wrong way
33	V2I	DNE	Do Not Enter Warning	Savari implementation	Alerts HV that they should not enter the area
34	V2I	ERDW	End of Ramp Deceleration Warning	Savari implementation	Alerts HV that they should slow down as they come to the end of a ramp
35	V2I	DATA-UP	Data Upload	Savari implementation	Sends zip files of data to an RSU
36	V2I	DATA-LOG	Data Log	Savari implementation	Logs all sent BSMs and received messages
37	V2P	PED I-SIG	SmartCross Application / Mobile Accessible Pedestrian Signal	USDOT Apps	Allows a user to request to cross the street
38	V2P	V2P	In-Vehicle alert of pedestrian	Savari implementation	Alerts HV that a pedestrian is crossing the street
39	V2P	PED-X	Pedestrian in Signalized Crosswalk Warning	USDOT Apps	Alerts HV of a pedestrian is in the crosswalk
40	V2V	ROW	Reverse Overtaking Warning	China CSAE 53-2017	Similar to Do Not Pass Warning
41	V2V	AVR	Abnormal Vehicle Reminder	China CSAE 53-2017	Alerts HV of a RV with abnormal status
42	V2V	SMV	Slow Moving Vehicle	China CSAE 53-2017	Alerts HV of a slow moving RV
43	V2V	ABS/Control Loss	Traction/Control Loss Warning	China CSAE 53-2017	Alerts HV of loss of traction
44	V2I	SLW	Speed Limit Warning	China CSAE 53-2017	Alerts HV of the speed limit
45	V2I	WTPCW	Weak Traffic Participants Collision Warning	China CSAE 53-2017	Alerts of Vulnerable Road Users Nearby

46	V2I	Narrow Bridge	Narrow lane/road/bridge ahead	China CSAFE 53-2017	Alerts HV of an upcoming narrow bridge
47	V2V	EVW	Emergency Vehicle Reminder	China CSAFE 53-2017	Alerts HV of an emergency vehicle
48	V2I	Danger Signage	Falling Rocks ahead	China CSAFE 53-2017	Alerts HV of falling rocks or other danger signage
49	V2I	Sharp turn ahead	Sharp left or right turn ahead	China CSAFE 53-2017	Alerts HV of a sharp turn ahead
50	V2I	LRCW	Longitudinal Risk Collision Warning	C2C-CC Specification	Includes a Range of sub-safety scenarios
51	V2V		Disabled/Stranded Vehicle Warning	Savari implementation*	Alerts HV of a stationary vehicle ahead
52	V2V	DNPW	Do Not Pass Warning for China Region	China CSAFE 53-2017	Alerts HV to do not pass
53	V2V	EEBL	Emergency Electronic Brake Lights	ETSI TS 101 539-3	Alerts HV that a RV has activated their Emergency Brake
54	V2V	CLW	Control loss warning	ETSI TS 101 539-4	Alerts HV of a RV who has lost control of their vehicle
55	V2V	EVW	Emergency Vehicle Warning	ETSI TS 101 539-5	Alerts a vehicle of an approaching emergency vehicle
56	V2V	SVI	Slow Vehicle Indication	ETSI TS 101 539-6	
57	V2V	WWDW	Wrong Way Driving Warning	ETSI TS 101 539-7	Alerts vehicles of another vehicle in the wrong way
58	V2V	SVW	Signal Violation Warning	ETSI TS 101 539-8	
59	I2V	RWW	Road Works Warning	ETSI TS 101 539-9	
60	V2V	CRW	Collision Risk Warning	ETSI TS 101 539-10	
61	I2V	IVS	In Vehicle Signage	ETSI TS 101 539-11	
62	V2V	EEBL	Emergency Electronic Brake Lights	China CSAFE 53-2017	Alerts HV that a RV has activated their Emergency Brake
63	V2V	FCW	Forward collision warning	China CSAFE 53-2018	Alerts HV of a potential forward collision with a RV
64	V2V	BSW	Blind Spot Warning	China CSAFE 53-2019	Alerts HV of a RV in HV's blind spot on either side
65	V2V	LCA/LCW	Lane change assist / Lane Change Warning	China CSAFE 53-2020	Alerts HV of a potential collision when changing lanes
66	V2V	IMA	Intersection movement assist	China CSAFE 53-2021	Alerts HV of a RV of a potential intersecting collision, either side
67	V2V	LTA	Left Turn Assist	China CSAFE 53-2022	Alerts HV of a RV coming in the opposite direction
68	V2V	CLW	Control loss warning	China CSAFE 53-2023	Alerts HV of a RV who has lost control of their vehicle

Note that, with respect to the chart of V2X applications set forth immediately above, * means not yet standardized, ** means in progress, RV means remote vehicle, and HV means host vehicle.

6. All Intellectual Property related to StreetWave 1000 and 2000 (both software and hardware), including all Board Support Package Software (BSP SW) and drivers and all Electronic Engineering (EE) (schematics, placement) and mechanical data.
7. All Intellectual Property related to MobiWave 1000 and 2000 (both software and hardware), including all Board Support Package Software (BSP SW) and drivers and all Electronic Engineering (EE) (schematics, placement) and mechanical data.
8. All Intellectual Property related to N200 EVT-3 (both software and hardware), including all Board Support Package Software (BSP SW) and drivers and all Electronic Engineering (EE) (schematics, placement) and mechanical data.
9. All Intellectual Property related to the V2X Software and Applications, including but not limited to, the V2X Software Stack and SDK the V2X Alert API, the Savari V2X Applications, Situational Awareness Engine, V2X Facility API, V2XFacility, V2X Network, Radio Platform Library, V2X Can API, V2X GNSS API.
10. The following domain names:
 - a. savari.net
 - b. savarinetworks.com
 - c. savari.cn
 - d. savari.中国
 - e. savari.kr
 - f. savari.it
 - g. savari.de
 - h. savari.fr
 - i. savari.info
 - j. savari.org

Section 3.13(b)

Business IP Agreements

1. Software License Agreement dated 10/4/16, by and between Savari, Inc. and OSS Nokalva, Inc., as amended by that certain First Amendment to Software License Agreement dated 4/10/19, Second Amendment to Software License Agreement dated 10/24/19, and Third Amendment to Software License Agreement.
2. Evaluation and Demonstration License Agreement dated 3/20/20, by and between Savari, Inc. and Qualcomm Technologies, Inc.
3. Statement of Work Number SAV-431851 dated 3/20/20, by and between Savari, Inc. and Qualcomm Technologies, Inc.
4. Aerolink Master Software License Agreement between OnBoard Security, Inc. and Savari, Inc. executed as of January 3, 2019
5. Data Evaluation Agreement dated 8/5/19, by and between Savari, Inc. and wejo Data Services, Inc., as amended by that certain Amendment to the Data Evaluation Agreement dated 10/4/19.

Section 3.16

Employee List

United States Employees

Employee Name	Position / Job Title	Full time / Part Time	Hire Date	Current Salary	Employment Status	Benefits Enrolled In
Harel, Jacob	Director of Engineering	Full Time	1/1/2017	\$ 207,900	Active	Medical, Dental, Vision, FSA, Accident Insurance, Accidental Death & Dismemberment, Short Term Disability, Hospital Indemnity insurance, Critical illness insurance, Group term
Katta, Navin Chandra Rao	Director, Cloud Applications	Full Time	12/9/2010	\$ 200,000	Active	401k, Dental, Vision, Group term
Lin, Youzhen April	Senior Accountant	Full Time	6/25/2018	\$ 125,000	Active	401k, Dental, Vision, Group term
Mooney, Sean William	R & D Engineer	Full Time	7/7/2012	\$ 135,000	Active	Medical, Dental, Vision, 401k, Group term, FSA, Accidental Death & Dismemberment
Puvvala, Ravi	CEO	Full Time	3/28/2008	\$ 220,000	Active	Vision, 401K, Group term
Sakamoto, Paul M	COO	Full Time	5/1/2014	\$ 210,000	Active	Medical, Dental, Vision, Accidental Death & Dismemberment, 401K, FSA, Group term
Vipat, Harshawardhan	Engineering Architect	Full Time	11/8/2016	\$ 200,000	Active	Dental, Vision, Accident Insurance, Accidental Death & Dismemberment, Short

						Term Disability, Group term
Yuen, Zachary	Inside Sales Specialist	Full Time	1/2/2018	\$ 110,000	Active	Dental, Vision, 401k, Group term, FSA
Pushpa Unni	HR Manager	Full Time	3/16/2020	\$ 100,000	Active	401k, Group term
Spencer Rosan	VP - BD	Full Time	6/1/2020	\$ 200,000	Active	401k, Group term

India Employees

Employee Name	Position/Job Title	Full Time / Part Time	DOJ	Current Salary INR	Current Salary USD	Employment Status	Benefits Enrolled In
Sridhar Vellenki Reddy	Managing Director,India	Full Time	1-Nov-10	6920980	\$94,239.92	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Ashok Konanki	Accounts and Finance Manager	Full Time	4-Jul-11	1600078	\$21,787.55	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Girish Ramesh Rayas	Chief Architect	Full Time	16-Sep-13	6153840	\$83,794.12	Active	Medical, Accidental Death & Dismemberment and Life Insurance

Aruna V S	Sr. Software Engineer-II	Full Time	19-Jan-15	1576818	\$21,470.83	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Ramana Reddy Kodakandla	Sr. Software Engineer-I	Full Time	25-Feb-15	1541705	\$20,992.72	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Vibhuti Dewangan	Sr. Software Engineer-I	Full Time	2-Mar-15	1212564	\$16,510.95	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Puneet Kumar Sharma	Sr. Software Engineer-I	Full Time	2-Mar-15	1400000	\$19,063.18	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Derril D'souza	Sr. Software Engineer-I	Full Time	10-Mar-16	1000798	\$13,627.42	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Bushra Ghazal	Software Engineer - II	Full Time	14-Mar-16	1031625	\$14,047.18	Active	Medical, Accidental Death & Dismemberment and

							Life Insurance
Surya Ganesh Nalamati	Software Engineer - II	Full Time	14-Mar-16	958272	\$13,048.37	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Kirubasankar Madhaiyan	Sr. Staff Engineer	Full Time	26-Sep-16	3207600	\$43,676.47	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Pradeep Anbumani	Staff Engineer	Full Time	28-Nov-16	2640000	\$35,947.71	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Bhagya Lakshmi Gaddam	Sr. Software Engineer-II	Full Time	5-Dec-16	2104500	\$28,656.05	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Aswani Edavana	Software Engineer-I	Full Time	19-Dec-16	506000	\$6,889.98	Active	Medical, Accidental Death & Dismemberment and Life Insurance

Jashitha KP	Software Engineer - II	Full Time	19-Dec-16	765010	\$10,416.80	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Pallavi Mullakuri	Software Engineer - II	Full Time	19-Dec-16	864020	\$11,764.98	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Mohammed Mustafa Kazia	Software Engineer - II	Full Time	19-Dec-16	765010	\$10,416.80	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Manasa Dosapati	Software Engineer - II	Full Time	19-Dec-16	927000	\$12,622.55	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Gautam Kumar	Software Engineer - II	Full Time	19-Dec-16	803440	\$10,940.09	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Sravani Thammineni	Software Engineer-I	Full Time	19-Dec-16	727525	\$9,906.39	Active	Medical, Accidental Death & Dismemberment and

							Life Insurance
Shreekanth Betarayappa	Senior Director of Software	Full Time	20-Feb-17	6166348	\$83,964.43	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Prasanth Chenikala	Software Engineer - II	Full Time	17-Apr-17	727326	\$9,903.68	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Pavankumar Boyapati	Sr. Software Engineer-I	Full Time	12-Jun-17	1355366	\$18,455.42	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Fiaz Ahmed Kazi	Sr. Software Engineer-I	Full Time	12-Jun-17	1485880	\$20,232.57	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Chaitra Shankar	Sr. Software Engineer-II	Full Time	12-Jun-17	1568558	\$21,358.36	Active	Medical, Accidental Death & Dismemberment and Life Insurance

Gaurav Ramkrushna Bagde	Software Engineer - II	Full Time	19-Jun-17	765096	\$10,417.97	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Tiji James	Software Engineer - II	Full Time	19-Jun-17	817909	\$11,137.11	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Ravi Teja Nagamothu	Software Engineer - II	Full Time	19-Jun-17	927897	\$12,634.76	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Tushar M Ganatra	Software Engineer - II	Full Time	19-Jun-17	864117	\$11,766.30	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Vijay Radhakrishnan	Senior Director of Software	Full Time	3-Aug-17	6417433	\$87,383.35	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Sasidhar Somipalli	Director of Software	Full Time	4-Sep-17	5740788	\$78,169.77	Active	Medical, Accidental Death & Dismemberment and

							Life Insurance
Varsha Tarani	HRBP	Full Time	11-Dec-17	1500584	\$20,432.79	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Sivatheja Reddy Nandimandalam	Sr. Software Engineer-I	Full Time	1-Jan-18	1052910	\$14,337.01	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Sulaiman Usmani	Sr. Software Engineer-I	Full Time	12-Feb-18	1005193	\$13,687.27	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Annalakshmi Rengasamy	Sr. Software Engineer-II	Full Time	15-Feb-18	2367275	\$32,234.14	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Arul Raj	Staff Engineer	Full Time	1-Mar-18	2868717	\$39,062.05	Active	Medical, Accidental Death & Dismemberment and Life Insurance

Ramesh Babu Arepalli	Staff Engineer	Full Time	2-May-18	2708016	\$36,873.86	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Basavaraj Krishnappanavar	Sr. Software Engineer-I	Full Time	7-May-18	1640516	\$22,338.18	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Sunil Sheshachala	Software Engineer - II	Full Time	1-Jun-18	1166575	\$15,884.74	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Sathishkumar Arul	Staff Engineer	Full Time	5-Jun-18	2526850	\$34,407.00	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Udaya Vignasha Kadandelu	Staff Engineer	Full Time	1-Aug-18	4181456	\$56,937.04	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Hareesh Kumar Raju Addepallibalaraju	Software Engineer - II	Full Time	16-Aug-18	1102123	\$15,007.12	Active	Medical, Accidental Death & Dismemberment and

							Life Insurance
Prasanna Kumar Bolisetty Yeswanth Naga	Staff Engineer	Full Time	29-Nov-18	2785052	\$37,922.82	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Dineshkumar Parameswaran	Sr. Software Engineer-I	Full Time	28-Dec-18	1805568	\$24,585.62	Serving notice	Medical, Accidental Death & Dismemberment and Life Insurance
Ravi Tej Kollapuram	Software Engineer - II	Full Time	2-Jan-19	1453742	\$19,794.96	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Shahul Hameed Abubakkar	Staff Engineer	Full Time	1-Feb-19	2902027	\$39,515.62	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Rishu Jain	Sr. Principal Engineer	Full Time	17-Jul-19	5002008	\$68,110.13	Active	Medical, Accidental Death & Dismemberment and Life Insurance

Kamal Kumar Mukiri	Staff Engineer	Full Time	19-Aug-19	2637764	\$35,917.27	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Bhaskara Annayappa	Staff Engineer	Full Time	20-Nov-19	2400570	\$32,687.50	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Rajasri Venkatachalam Kanthavar	Principal Engineer	Full Time	3-Feb-20	3200000	\$43,572.98	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Manjunatha BM	Software Engineer-I	Full Time	2-Mar-20	350000	\$4,765.80	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Saurabh Kashyap	Staff Engineer	Full Time	3-Apr-20	3500000	\$47,657.95	Active	Medical, Accidental Death & Dismemberment and Life Insurance
Srinivasan Venkatswamy	Sr. Manager (Quality Assurance)	Full Time	1-Jun-20	3000000	\$40,849.67	Active	Medical, Accidental Death & Dismemberment and

							Life Insurance
Manjula M	Housekeeping	Full Time	1-Jun-11	266479	\$3,628.53	Active	Medical, Accidental Death & Dismemberment and Life Insurance

Section 3.17

Employee Benefit Matters

Company	Policy Type	Policy Number/Plan	Expiration Date
ICICI Lombard General Insurance Company LTD	Group Accidental Policy	4005/165381062/01/000	4/2/21
ICICI Lombard General Insurance Company LTD	Group Health (Non-Floater) Insurance	4016/128186604/03/000	1/24/21
ICICI Lombard General Insurance Company LTD	Enterprise Secure Package Policy - Asset Insurance	4086/171797530/01/000	5/14/21
The Oriental Insurance Company Limited	Directors and Officers Liability Insurance		8/27/21
ICICI Lombard General Insurance Company LTD	Covid Cover	4016x20244910500000	7/14/21
ICICI Lombard General Insurance Company LTD	Term Life Insurance Policy	00004400	4/2/21
Aetna	Medical Insurance	AETNTL MC OA 1500/90%	5/31/21
Aetna	Medical Insurance	AETNTL MC OA 6350/100%	5/31/21
Aetna	Medical Insurance	AET-HMO 10/100%-N-CA	5/31/21
Kaiser Permanente, North CA	Medical Insurance	KAI-HMO 30-North-CA	5/31/21
Delta Dental	Dental Insurance	Delta Dental-PPO 1000 Area 2D	5/31/21
VSP Vision Care	Vision Insurance	VSP Choice Plan	5/31/21
	Flexible Spending Plan (FSA)		5/31/21
	Dependent Care (FSA)		5/31/21
MetLife	Accidental Death, Personal Loss, and Disability	Basic 1X ABE	5/31/21
MetLife	Long Term Disability	LTD1 60% \$2,500/mo 90	5/31/21
ADP	401(k) Retirement Savings Plan	ADP Total Source 401(k) Plan	5/31/21
ADP	Commuter Benefit Plan	Pre-tax Parking/Transit funds	5/31/21
Voluntary Benefits	Accident Insurance		5/31/21
Voluntary Benefits	Accidental Death & Dismemberment (AD&D)		5/31/21
Voluntary Benefits	Hospital Indemnity Insurance		5/31/21
Voluntary Benefits	Critical Illness Insurance		5/31/21
Voluntary Benefits	Term Life Insurance		5/31/21
Voluntary Benefits	Short-term Disability (STD)		5/31/21
Voluntary Benefits	Legal Services		5/31/21
Savari, Inc.	Privilege Leave		
Savari, Inc.	Sick Leave/Casual Leave		
Savari, Inc.	Maternity Leave		
Savari, Inc.	Compensatory Off		
Savari, Inc.	Paid Time Off - Holidays	13 Holiday Days	
Savari, Inc.	Paid Time Off	120 Hours/Year	

Savari, Inc.	Jury Duty		
Savari, Inc.	Bereavement Leave		
Savari Bangalore	Medical Insurance		
Savari Bangalore	Accidental Insurance		
Savari Bangalore	Parental Insurance		
Savari Bangalore	Subsidized Health Insurance		
Savari Bangalore	Health Checkup		
Savari Bangalore	Snacks & Meals		
Savari Bangalore	Holidays		
Savari Bangalore	Paid Time Off		
Savari Bangalore	Sick Leave		
Savari Bangalore	Maternity Leave		
Savari Bangalore	Paternity Leave		
Savari Bangalore	Badminton Court Membership		
Savari Bangalore	Gifts		
Savari Bangalore	Achievement Awards		
Savari Bangalore	Patent Bonus & Referral Bonus		
Savari Bangalore	Parking		

Section 3.18

Environmental Matters

1. None.

Section 3.19

Real Property

Country	Address	Lease End Date
India	Property No. 357/6, First Cross Road, First Block, Jayanagar, Bangalore 560 011	Month to Month
United States	2005 De La Cruz Blvd, Suite 111, Santa Clara, CA 95050	1/15/2021

Section 3.20

Government Stimulus

Lender	Borrower	Loan Date	Maturity Date	Principal
Silicon Valley Bank - PPP Loan	Savari, Inc.	4/22/2020	4/21/2022	\$342,450.00
SBA EIDLA	Savari, Inc.	7/7/2020	N/A	\$10,000.00

Section 8.1(a)(i)

Key Employees

1. Ravi Puvvala
2. Paul Sakamoto
3. Vipat Harshawardhan
4. Zachary Yuen
5. Spencer Rosen
6. Navin Chandra Rao Katta
7. Sridhar Vellenki Reddy
8. Girish Ramesh Rayas
9. Shreekanth Betarayappa
10. Vijay Radhakrishnan

Section 8.1(a)(ii)

Additional Employees

1. Youzhen AprilLin
2. Jacob Harel
3. Sasidhar Somipalli
4. Rajasri Venkatachalam Kanthavar
5. Sean William Mooney
6. Bolisetty Yeswanth Naga Prasanna Kumar
7. Rishu Jain
8. Basavaraj Krishnappanavar
9. Puneet Kumar Sharma
10. Ramana Reddy Kodakandla
11. Arul Raj
12. Udaya Vignasha K
13. Pushpa Unni
14. Bushra Ghazal
15. Surya Ganesh Nalamati
16. Kirubasankar Madhaiyan
17. Aswani Edavana
18. Manasa Dosapati
19. Gautam Kumar
20. Sravani Thammineni
21. Pavankumar Boyapati
22. Nandimandalam Sivatheja Reddy
23. Sulaiman Usmani

24. Sunil Sheshachala
25. Sathishkumar Arul
26. Ravi Tej Kollapuram
27. Bhaskar Annayappa
28. Annalakshmi Rengasamy
29. Pradeep Anbumani
30. Ramesh Babu Arepalli
31. Shahul Hameed Abubakkar
32. Bhagya Lakshmi Gaddam
33. Chaitra Shankar
34. Fiaz Ahmed Kazi
35. Derril Dsouza
36. Dinesh Kumar Parameswaran
37. Vibhuti Dewangan
38. Hareesh Kumar Raju
39. Pallavi Mullakuri
40. Ravi Teja Nagamothu
41. Tushar M Ganatra
42. Prasanth Chenikala
43. Jashitha K P
44. Mohammed Mustafa Kazia
45. Gaurav Ramkrushna Bagde
46. Tiji James
47. Kamal Kumar Mukiri
48. Krishna Chaitanya Mangapati

49. Varsha Tarani
50. Ashok Konanki
51. Manjunatha B.M
52. Saurabh Kashyap
53. Srinivasan Venkatswamy
54. Aruna V S
55. Anitha Krishnamoorthy
56. Tithi Patel

Section 10.6

Key Customers

1. Ford Motor Company
2. Continental Automotive GmbH
3. General Motors LLC
4. TrafficCast International, Inc.
5. Qualcomm Technologies, Inc.
6. Nokia
7. Huizhou Desay SV Auto
8. SAIC GM

Exhibit B to Plan Supplement
First Amendment to Asset Purchase Agreement

**FIRST AMENDMENT TO
ASSET PURCHASE AGREEMENT**

First Amendment to Asset Purchase Agreement, dated as of February 1, 2021 (the “Amendment”), between Harman Becker Automotive Systems, Inc., a Delaware corporation (“Purchaser”), Savari, Inc., a California corporation (“Parent”), VTES, Inc., a New York corporation (“VTES”), and Savari Systems Pvt. Ltd., a company organized under the laws of India (“SSPL” and, together with Parent and VTES, each a “Seller” and collectively “Sellers”). Purchaser and Sellers are each referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, the Parties have entered into the Asset Purchase Agreement, dated as of December 27, 2020 (the “Agreement”); and

WHEREAS, the Parties desire to amend the Agreement on the terms set forth herein to address various modifications to the Sellers’ proposed chapter 11 plan.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Agreement.

2. Amendment to the Agreement. As of the Effective Date (defined below), the Agreement is hereby amended or modified as follows:

(a) The last paragraph of Section 2.1 of the Agreement immediately following Section 2.1(o) of the Agreement, which begins “Purchaser shall have the right at any time prior to three (3) days prior to the Closing Date” and ends “the Parties shall cooperate in good faith to amend such sections of the Disclosure Schedules to include such omitted assets,” is hereby amended and restated in its entirety to read as follows:

“Purchaser shall have the right at any time prior to three (3) days prior to the Confirmation Hearing to amend Section 2.1(b) of the Disclosure Schedules so as to (i) exclude any Contract from being an Assumed Contract (it being understood that any such Contract excluded from being an Assumed Contract shall be treated as an Excluded Asset) or (ii) include any additional Contract as an Assumed Contract. A schedule of Assumed Contracts (which shall include all Contracts of the Sellers) and any Cure Amounts relating thereto shall be filed by Sellers with the Bankruptcy Court no later than February 1, 2021 and promptly served on the counterparties. Purchaser shall also have the right, at any time prior to three (3) days prior to the Closing Date, to amend Section 2.2(b) of the Disclosure Schedules so as to include any additional assets as being Excluded Assets (including any real property or Business IT Systems that Purchaser wishes to treat as Excluded Assets pursuant to this Agreement). Additionally, to the extent the Parties identify additional Assets that should be included in Sections 2.1(a), 2.1(c), 2.1(d), 2.1(e) or 2.1(g) of the Disclosure Schedules, the Parties shall cooperate in good faith to amend such sections of the Disclosure Schedules to include such omitted assets.”

(b) Section 2.9 of the Agreement is hereby amended to insert, immediately following “that certain Software License Agreement dated September 18, 2020 by and between Savari, Inc. and JiNan Sheng An Information Technology Co. Ltd. (together with any amendments, modifications or supplements thereto)”, the following phrase: “(the “Sheng An License”)”.

(c) Section 5.11 of the Agreement is hereby amended and restated in its entirety to read as follows:

“5.11 [Intentionally Omitted.]”

(d) Section 6.2 of the Agreement is hereby amended and restated in its entirety to read as follows:

“6.2 Cure Amounts. Subject to Section 10.6, Purchaser shall pay all Cure Amounts with respect to the Assumed Contracts in accordance with the Confirmation Order.”

(e) Section 10.6 of the Agreement is hereby amended and restated in its entirety to read as follows:

“10.6 Assumed Contracts. The Bankruptcy Court shall have approved and authorized the assumption and assignment of the Assumed Contracts, including the Assumed Contracts with each of the customers of the Business set forth on Section 10.6 of the Disclosure Schedules, and any Cure Amounts related to any Assumed Contracts shall be satisfactory to Purchaser in its sole discretion; *provided, however,* that to the extent the Sheng An License is an Assumed Contract and the Cure Amounts related to such Sheng An License are less than or equal to \$50,000, such Cure Amounts shall be deemed satisfactory to Purchaser.”

3. Date of Effectiveness; Limited Effect. This Amendment will be deemed effective as of the date first written above (the “Effective Date”). Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of any Party that would require the waiver or consent of the other Parties. On and after the Effective Date, each reference in the Agreement to “this Agreement,” “the Agreement,” “hereunder,” “hereof,” “herein,” or words of like import, will mean and be a reference to the Agreement as amended by this Amendment.

4. Miscellaneous.

(a) This Amendment is governed by the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of choice of law.

(b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and assigns.

(c) The headings in this Amendment are for convenience only and are not to be considered in construing or interpreting this Amendment.

(d) This Amendment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(e) This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

PURCHASER

HARMAN BECKER AUTOMOTIVE SYSTEMS,
INC.

By: /s/ Michelle Epstein Taigman
Name: Michelle Epstein Taigman
Title: VP & Secretary

PARENT

SAVARI, INC.

By: /s/
Name:
Title:

SELLER SUBSIDIARIES

SAVARI SYSTEMS PVT. LTD

By: /s/
Name:
Title:

VTES, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

PURCHASER

HARMAN BECKER AUTOMOTIVE SYSTEMS,
INC.

By: _____
Name:
Title:

PARENT

SAVARI, INC.

By: /s/ Ravi Puvvala
Name: Ravi Puvvala
Title: Chief Executive Officer

SELLER SUBSIDIARIES

SAVARI SYSTEMS PVT. LTD

By: /s/ Ravi Puvvala
Name: Ravi Puvvala
Title: Director

VTES, INC.

By: /s/ Ravi Puvvala
Name: Ravi Puvvala
Title: Chief Executive Officer

Plan Supplement Exhibit C
Exhibit 1 to Plan - Revised Liquidation Analysis

VTES, Inc. et al
U.S. Bankruptcy Court - SDNY
Case No. 20-12941(JLG)
Liquidation Analysis
Assumes a 2/19/21 Closing

Chapter 7 - Liquidation Analysis						Chapter 11	
	Book	Asset Recovery Rates		Recovery \$		Recovery \$	%
	Balance	Low	High	Low	High		
Cash on Hand	\$50,117	100%	100%	\$50,117	\$50,117		
Accrued Restructuring Fees per DIP	\$431,000	100%	100%	431,000	431,000	\$431,000	
Accounts Receivable	147,018	25%	80%	36,754	117,614		
Prepaid Expenses	107,030	5%	10%	5,351	10,703		
Inventory - U.S.	608,320	5%	20%	30,416	121,664		
Inventory - Mexico	1,819,268	5%	10%	90,963	181,927		
Property and Equipment	34,581	0%	10%	0	3,458		
Intellectual Property	Unknown	0%	50%	Unknown	Unknown		
Estimated Tax Refund - India	5,216	0%	100%	0	5,216		
Causes of Action	Unknown	0%	100%	Unknown	Unknown	Unknown	
Sale Proceeds						4,500,000	
Gross Asset Recovery	\$3,202,549			\$644,602	\$921,699	\$4,931,000	
	Expenses						
Liquidation Expenses							
Estate Wind-Down Costs	\$100,000			\$125,000	\$75,000	\$20,000	
Chapter 7 Trustee Fees	50,000			75,000	50,000	0	
Professional Fees	477,000			600,000	477,000	431,000	
Liquidation and Wind Down Expenses				\$800,000	\$602,000	\$451,000	
Net Asset Recovery				-\$155,398	\$319,699	\$4,480,000	
<hr/>							
	Claims	%		\$			
	Amounts	Low	High	Low	High		
Gross Sale Proceeds & Unpaid Restructuring Fees (Cash from DIP)				\$644,602	\$921,699	\$4,931,000	
Total Administrative Expense Claims	\$800,000	100%	100%	800,000	602,000	561,536	100%
Total Priority Tax Claims	74,304	140%	100%	104,026	74,304	74,304	100%
Total DIP Claims - Class 1	1,050,000	105%	100%	1,102,500	1,050,000	\$0	
Total Secured Lender Claims - Class 2	1,515,152	110%	100%	1,666,667	1,515,152	1,538,392	100%
Total Other Priority Claims - Class 3							
Pre-Petition U.S. and India Wages	159,422	110%	100%	175,365	159,422	159,422	
Principal Loan	41,000	110%	100%	45,100	41,000	41,000	
U.S. and India PTO Accrual	43,655	110%	100%	48,020	43,655	43,655	
Total Other Priority Claims - Class 3	277,721			268,485	244,077	244,077	100%
Net Recovery to Unsecured Creditors				-\$3,297,076	-\$2,563,834	\$2,512,691	
Unsecured Claims							
Trade Creditors and Other Unsecured Claims - Class 4 (1)							
Accounts Payable	339,002	115%	105%	389,853	355,953	339,002	
Flextronics	1,352,776	115%	105%	1,555,693	1,420,415	1,352,776	
GM Note Payable	5,000,000	115%	105%	5,750,000	5,250,000	5,000,000	
Flextronics Note Payable	498,528	115%	105%	573,307	523,454	498,528	
Accrued Bonus	100,399	115%	105%	115,459	105,419	100,399	
Other Liabilities	50,000	115%	105%	57,500	52,500	50,000	
Total General Unsecured Claims and Convenience Claims	\$7,340,706			\$8,441,812	\$7,707,741	\$7,340,706	34.2%
Unsecured Recovery Percentage				0.0%	0.0%	34.2%	

(1) Includes long term subordinated amount of \$5,498,528, pursuant to section 510(b)

Exhibit D to Plan Supplement
Schedule 9.1 to Plan - Assumption Schedule

In re VTES, Inc. et al.
Case No. 20-12941 (JLG)

ASSUMPTION SCHEDULE¹

Non-Debtor Counter Party	Description	Expiration Date	Scheduled Liability	Buyer's Proposed Cure ²
Continental Automotive GmbH	Frame Software License Agreement for Embedded Software	Upon six months written notice prior to the end of a quarter of a calendar year	\$0	\$0
Continental Automotive GmbH	Software License Sourcing Agreement to the Frame Software License Agreement for Embedded Software and Addendum	January 8, 2039	\$0	\$0
Continental Automotive GmbH	Statement of Work - Management of 3 rd Party Software	Upon acceptance of the Licensed Software	\$0	\$0
Huizhou Desay SV Automotive Co., Ltd.	License Agreement	January 30, 2022	\$0	\$0
New York City Department of Transportation	Connected Vehicle Project Agreement	October 1, 2022	\$0	\$0
Nokia Solutions and Networks Oy	Frame Hardware and Software Purchase Agreement	Five years from earliest of agreement being signed by both parties or first delivery	\$0	\$0
Qualcomm Incorporated	Master Services Agreement	Upon thirty days written notice	\$0	\$0

¹ Each of the Assumed Contract includes any and all change requests, addenda, amendments, supplements, modifications, purchase orders, and program or project management documentation relating to each of the Assumed Contracts.

² The attached list of proposed cure amounts shall constitute the "Cure Schedule" as contemplated in Paragraph 11 of the *Order (I) Scheduling the Plan Confirmation Hearing; (II) Setting an Objection Deadline for the Plan; (III) Approving Form of Notice Regarding the Hearing on Plan Confirmation; (IV) Approving Form of Ballot; and (V) Setting a Voting Deadline to Accept or Reject the Plan* [Docket No. 76].

Qualcomm Technologies, Inc.	Statement of Work	Upon thirty days written notice	\$0	\$0
Qualcomm Technologies, Inc.	Purchase Order	Upon thirty days written notice	\$0	\$0
Qualcomm Technologies, Inc.	Evaluation and Demonstration License Agreement	Upon thirty days written notice	\$0	\$0
Advanced Automotive Antennas, S.L	Purchase Order	N/A	\$0	\$0
Ford Motor Company	Purchase Order	Upon thirty days written notice	\$0	\$0
Ford Motor Company	Production Purchasing Global Terms and Conditions	Upon written notice	\$0	\$0
Ford Motor Company	Global Terms and Conditions for Indirect Solutions	Upon thirty days written notice	\$0	\$0
Ford Motor Company	Purchase Order	Upon thirty days written notice	\$0	\$0
Ford Motor Company	Supplier-on-Board Agreement	Upon thirty days written notice	\$0	\$0
Ford Motor Company	2023 P708 Commercial and Program Agreement	Upon thirty days written notice	\$0	\$0
Ford Motor Company	China Software Stack Agreement	Upon thirty days written notice	\$0	\$0

TrafficCast	Hardware and Software Deliveries Proposal	Upon thirty days written notice	\$0	\$0
Southwest Research Institute	Purchase Order	N/A	\$0	\$0
Oklahoma State University	Purchase Order	N/A	\$0	\$0
JiNan Sheng An Information Technology Co. Ltd.	Software License Agreement	January 20, 2022	\$50,000	\$50,000
OSS Nokalva, Inc.	Software License Agreement, and First Amendment, and Second Amendment, and Third Amendment	Upon thirty days written notice	\$0	\$0
OnBoard Security, Inc.	Aerolink Master Software License Agreement	December 1, 2023	\$0	\$0
Wejo Data Services, Inc.	Data Evaluation Agreement and Amendment	Upon written notice	\$0	\$0
United States Department of Transportation / Federal Highway Administration	Award/Contract	February 6, 2022	\$0	\$0
Marsh Electronics	Quote	N/A	\$0	\$0
University of Minnesota	Purchase Order	N/A	\$0	\$0
Integral Blue	Purchase Order	N/A	\$0	\$0

Beijing Forlasting Technology Co., Ltd.	Purchase Order	N/A	\$0	\$0
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