

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 8-K**

**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): April 2, 2024**

**Casa Systems, Inc.**  
(Exact Name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-38324**  
(Commission  
File Number)

**75-3108867**  
(IRS Employer  
Identification No.)

**100 Old River Road  
Andover, Massachusetts**  
(Address of Principal Executive Offices)

**01810**  
(Zip Code)

**Registrant's Telephone Number, Including Area Code: (978) 688-6706**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, \$0.001 par value per share	CASA	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

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**Item 1.01 Entry into Material Definitive Agreements.*****Restructuring Support Agreement***

On April 2, 2024, Casa Systems, Inc. (the “Company”) entered into a Restructuring Support Agreement (including all exhibits thereto, collectively, the “RSA”) with (i) certain of its affiliates (as set forth in the RSA, and together with the Company, the “Company Parties”), (ii) certain lenders (the “Consenting Superpriority Term Loan Lenders”) under that certain Superpriority Credit Agreement, dated as of June 15, 2023 (as amended, the “Superpriority Credit Agreement”); and (iii) certain lenders (the “Consenting Stub Lenders” and together with the Consenting Superpriority Term Loan Lenders, the “Consenting Term Loan Lenders”) under that certain Credit Agreement, dated as of December 20, 2016 (as amended, the “2016 Credit Agreement” and together with the Superpriority Credit Agreement, the “Credit Agreements”).

The transactions contemplated by the RSA include, among other things, (i) commencement of voluntary cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the Bankruptcy Court (as defined below) (the “Chapter 11 Cases”) involving the Company, Casa Properties LLC, and Casa Systems Securities Corporation (“collectively, the “Debtors”); (ii) the Company’s use of cash collateral during the Chapter 11 Cases, with the support of the Consenting Term Loan Lenders; (iii) one or more asset sale transactions (the “Sale Transactions”) pursuant to section 363 of the Bankruptcy Code; and (iv) a prearranged chapter 11 plan of liquidation (the “Plan”). The RSA may be mutually terminated by the Company Parties and the Consenting Term Loan Lenders by mutual written agreement. The RSA will automatically terminate after the Plan Effective Date (as defined in the RSA). Moreover, the Company Parties and the Consenting Term Loan Lenders each have termination rights if certain conditions, including milestones set forth in the RSA, are not met.

The foregoing description of the RSA and the transactions and documents contemplated thereby does not purport to be complete and is qualified in its entirety by reference to the RSA, filed as Exhibit 10.1 hereto and incorporated herein by reference.

Certain of the transactions described in the foregoing shall be subject to approval by the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”).

***Asset Purchase Agreement***

On April 2, 2024, the Company and certain of its subsidiaries entered into an asset purchase agreement with Lumine Group US Holdco Inc. (“Lumine”) providing for the sale and purchase of the Debtors’ cloud-native software portfolio, radio access networks business and related assets (the “Cloud/RAN APA”). Under the Cloud/RAN APA, Lumine agreed, subject to the terms and conditions of the Cloud/RAN APA, to purchase the Transferred Assets and assume the Assumed Liabilities (each as defined in the Cloud/RAN APA) from the Company and certain of its subsidiaries for \$15,000,000, subject to certain reductions as set forth in the Cloud/RAN APA. The Cloud/RAN APA includes customary representations and warranties, covenants, and closing conditions, in each case under the circumstances and subject to certain limitations as set forth therein, including, without limitation, provisions requiring the Company to reimburse Lumine for up to \$750,000 for expenses incurred in connection with the Cloud/RAN APA under certain circumstances provided in the Cloud/RAN APA, the right of Lumine to designate executory contracts and to assume or reject unexpired leases. The Cloud/RAN APA is subject to approval of the Bankruptcy Court.

The foregoing description of the Cloud/RAN APA does not purport to be complete and is qualified in its entirety by reference to the Cloud/RAN APA, a copy of which is filed as Exhibit 10.2 hereto and incorporated by reference herein.

***Stalking Horse Asset Purchase Agreement***

On April 2, 2024, the Company and certain of its subsidiaries entered into a “stalking horse” asset purchase agreement with Vecima Technology Inc. (“Vecima”), providing for the sale and purchase of certain assets related to the Debtors’ cable and broadband business units (the “Cable Stalking Horse APA”). Under the Cable Stalking Horse

APA, Vecima agreed, subject to the terms and conditions of the Cable Stalking Horse APA, to acquire the Transferred Assets and assume the Assumed Liabilities (each as defined in the Cable Stalking Horse APA) from the Company and certain of its subsidiaries for \$20,000,000, subject to certain reductions as set forth in the Cloud/RAN APA. The Cable Stalking Horse APA includes customary representations and warranties, covenants, and closing conditions, in each case under the circumstances and subject to certain limitations as set forth therein, including, without limitation, provisions requiring the Company to reimburse Vecima for up to \$500,000 for expenses incurred in connection with the Cable Stalking Horse APA and to pay a break-up fee of \$600,000, in each case under certain circumstances provided in the Cable Stalking Horse APA, and the right of Vecima to designate executory contracts and to assume or reject unexpired leases. The Cable Stalking Horse APA will be subject to higher and better offers during the Chapter 11 Cases and is subject to approval of the Bankruptcy Court.

Pursuant to the Debtors' proposed bidding procedures, if approved by the Bankruptcy Court (the "Bidding Procedures"), interested parties would be invited to participate and submit binding offers in accordance with the Bidding Procedures. If one or more qualified bids (other than the transaction contemplated by the Cable Stalking Horse APA) were to be received by the qualified bid deadline as provided for in the Bidding Procedures, then the Company would proceed with an auction to determine the successful bid, subject to the terms of the Bidding Procedures.

The foregoing description of the Cable Stalking Horse APA does not purport to be complete and is qualified in its entirety by reference to the Cable Stalking Horse APA, a copy of which is filed as Exhibit 10.3 hereto and incorporated by reference herein.

### **Item 1.03 Bankruptcy or Receivership.**

#### ***Voluntary Petitions for Bankruptcy***

On April 3, 2024, the Debtors filed voluntary petitions for relief under the Bankruptcy Code in the Bankruptcy Court thereby commencing the Chapter 11 Cases. The Company will continue to operate its business as a "debtor in possession" under the jurisdiction of the Bankruptcy Court and in accordance with the applicable provisions of the Bankruptcy Code and orders of the Bankruptcy Court. The Company is seeking approval of various "first day" motions with the Bankruptcy Court, requesting customary relief intended to enable the Company to continue its ordinary course operations and to facilitate an orderly transition of its operations. The Company intends to sell substantially all of its assets during the Chapter 11 Cases.

The Company cannot be certain that holders of the Company's common stock will receive any payment or other distribution on account of those shares following the Chapter 11 Cases.

Additional information about the Chapter 11 Cases is available online at <https://dm.epiq11.com/casasystems>. The information on that website is not incorporated by reference and does not constitute part of this Current Report on Form 8-K.

### **Item 2.04. Triggering Events that Accelerate or Increase a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement.**

The commencement of the Chapter 11 Cases described in Item 1.03 above constitutes an event of default that accelerated the Company's obligations under the Credit Agreements. The Credit Agreements provide that as a result of the Chapter 11 Cases, the principal and interest due thereunder shall be immediately due and payable. Any efforts to enforce such payment obligations under the Credit Agreements are automatically stayed as a result of the Chapter 11 Cases, and the creditors' rights of enforcement in respect of the Credit Agreements are subject to the applicable provisions of the Bankruptcy Code.

### **Item 7.01 Regulation FD Disclosure.**

On April 3, 2024, the Company issued a press release announcing the commencement of the Chapter 11 Cases. A copy of the press release is being furnished herewith as Exhibit 99.1 to this Current Report on Form 8-K.

The information contained in this Item 7.01 to this Current Report on Form 8-K is being furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (“Exchange Act”), nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended (the “Securities Act”), or the Exchange Act, regardless of any general incorporation language in such filing. The furnishing of this information hereby shall not be deemed an admission as to the materiality of any such information.

#### ***Cautionary Note Regarding Forward-Looking Statements***

This Current Report on Form 8-K includes forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements, other than statements of historical fact, contained in this Current Report should be considered forward-looking statements, including, but not limited to, statements regarding (i) the RSA, Cloud/RAN APA, and/or Cable Stalking Horse APA, the transactions contemplated thereby, and the expected benefits thereof; (ii) the Company’s Chapter 11 Cases, including, without limitation, the outcome thereof and the Company’s expectations as to receipt of and timing for the Bankruptcy Court approvals; and (iii) the Company’s anticipated performance, operations, financial strength, potential, and prospects for long-term shareholder value creation, anticipated results of operations, including the Company’s business strategies, the Company’s projected costs, prospects and plans, and other aspects of the Company’s operations or operating results. The words “anticipate,” “believe,” “continue,” “could,” “estimate,” “expect,” “intend,” “may,” “are optimistic,” “plan,” “potential,” “predict,” “project,” “target,” “should,” “will,” “would,” and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. The Company has based these forward-looking statements on the Company’s current expectations and assumptions about future events and the impact of the transactions contemplated by (a) the RSA, Cloud/RAN APA, and Cable Stalking Horse APA and (b) the Chapter 11 Cases on the Company’s financial condition, results of operations, business strategy, short-term and long-term business operations and objectives, and financial needs as of the date of this Current Report. A number of important risk factors could cause actual results to differ materially from the results described, implied or projected in these forward-looking statements. These factors include, without limitation: (1) the ability to close and consummate the transactions contemplated by the RSA, Cloud/RAN APA, and/or Cable Stalking Horse APA; (2) the results of the Company’s Chapter 11 Cases, including, without limitation, the outcome thereof and the Company’s expectations as to receipt of and timing for the Bankruptcy Court approvals; (3) the Company’s anticipated performance, operations, financial strength, potential, and prospects for long-term shareholder value creation, anticipated results of operations, including the Company’s business strategies, the Company’s projected costs, prospects and plans, and other aspects of the Company’s operations or operating results; and (4) other factors discussed in the “Risk Factors” section of the Company’s public reports filed with the Securities and Exchange Commission (the “SEC”), including the Company’s most recent Quarterly Report on Form 10-Q and the Company’s most recent Annual Report on Form 10-K, which are on file with the SEC and available in the investor relations section of the Company’s website at <http://investors.casa-systems.com> and on the SEC’s website at [www.sec.gov](http://www.sec.gov). It is not possible for the Company’s management to predict all risks, nor can the Company assess the impact of all factors on the Company’s business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements that the Company may make. In light of these risks, uncertainties and assumptions, the forward-looking events and circumstances discussed in this Current Report are inherently uncertain and may not occur, and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements. Accordingly, you should not rely upon forward-looking statements as predictions of future events. The Company disclaims any obligation to update publicly or revise any forward-looking statements for any reason after the date of this Current Report. Any reference to the Company’s website address in this Current Report is intended to be an inactive textual reference only and not an active hyperlink.

**Item 9.01.Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#">Restructuring Support Agreement</a>
10.2	<a href="#">Cloud/RAN Asset Purchase Agreement</a>
10.3	<a href="#">Cable Stalking Horse Asset Purchase Agreement</a>
99.1	<a href="#">Press release issued April 3, 2023</a>
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

## SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CASA SYSTEMS, INC.

Date: April 3, 2024

By: /s/ Edward Durkin  
Edward Durkin  
Chief Financial Officer

THIS RESTRUCTURING SUPPORT AGREEMENT IS NOT AN OFFER OR ACCEPTANCE WITH RESPECT TO ANY SECURITIES OR A SOLICITATION OF ACCEPTANCES OF A CHAPTER 11 PLAN WITHIN THE MEANING OF SECTION 1125 OF THE BANKRUPTCY CODE. ANY SUCH OFFER, ACCEPTANCE, OR SOLICITATION WILL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE. NOTHING CONTAINED IN THIS RESTRUCTURING SUPPORT AGREEMENT SHALL BE AN ADMISSION OF FACT OR LIABILITY OR, UNTIL THE OCCURRENCE OF THE AGREEMENT EFFECTIVE DATE ON THE TERMS DESCRIBED HEREIN, DEEMED BINDING ON ANY OF THE PARTIES HERETO.

THIS RESTRUCTURING SUPPORT AGREEMENT IS THE PRODUCT OF SETTLEMENT DISCUSSIONS AMONG THE PARTIES HERETO. ACCORDINGLY, THIS RESTRUCTURING SUPPORT AGREEMENT IS PROTECTED BY RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND ANY OTHER APPLICABLE STATUTES OR DOCTRINES PROTECTING THE USE OR DISCLOSURE OF CONFIDENTIAL SETTLEMENT DISCUSSIONS.

THIS RESTRUCTURING SUPPORT AGREEMENT DOES NOT PURPORT TO SUMMARIZE ALL OF THE TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, AND OTHER PROVISIONS WITH RESPECT TO THE RESTRUCTURING TRANSACTIONS DESCRIBED HEREIN, WHICH RESTRUCTURING TRANSACTIONS WILL BE SUBJECT TO THE COMPLETION OF DEFINITIVE DOCUMENTS INCORPORATING THE TERMS SET FORTH HEREIN AND THE CLOSING OF ANY TRANSACTION SHALL BE SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN SUCH DEFINITIVE DOCUMENTS AND THE APPROVAL RIGHTS OF THE PARTIES SET FORTH HEREIN AND IN SUCH DEFINITIVE DOCUMENTS, IN EACH CASE, SUBJECT TO THE TERMS HEREOF.

### ***RESTRUCTURING SUPPORT AGREEMENT***

This RESTRUCTURING SUPPORT AGREEMENT (including all exhibits, annexes, and schedules hereto in accordance with Section 16.02, this “**Agreement**”) is made and entered into as of April 2, 2024 (the “**Execution Date**”), by and among the following parties (each of the following described in sub-clauses (i) through (iv) of this preamble, a “**Party**,” and, collectively, the “**Parties**”):<sup>1</sup>

- (i) Casa Systems, Inc., a company incorporated under the Laws of Delaware (“**Parent**”), and each of its affiliates listed on **Exhibit A** to this Agreement that have executed and delivered counterpart signature pages to this Agreement to counsel to the Parent (the Entities in this clause (i), collectively, the “**Company Parties**”);
- (ii) the undersigned non-affiliated holders (or beneficial holders) of, or nominees, investment advisors, sub-advisors, or managers of discretionary accounts that hold, Prepetition Superpriority Term Loan Claims that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to counsel to the Company Parties (the Entities in this clause (ii), collectively, the “**Consenting Superpriority Term Loan Lenders**”);

<sup>1</sup> Capitalized terms used but not defined in the preamble and recitals to this Agreement have the meanings ascribed to them in Section 1.

- (iii) the undersigned non-affiliated holders (or beneficial holders) of, or nominees, investment advisors, sub-advisors, or managers of discretionary accounts that hold, Prepetition Stub Term Loan Claims that have executed and delivered counterpart signature pages to this Agreement, a Joinder, or a Transfer Agreement to counsel to the Company Parties (the Entities in this clause (iii), collectively, the “**Consenting Stub Term Loan Lenders**” and, together with the Consenting Superpriority Term Loan Lenders, the “**Consenting Term Loan Lenders**”); and
- (iv) any other Entity that becomes party to this Agreement from time to time in accordance with the terms hereof.

### ***RECITALS***

**WHEREAS**, the Company Parties and the Consenting Term Loan Lenders have in good faith and at arm’s length negotiated or been apprised of certain restructuring and recapitalization transactions with respect to the Company Parties’ capital structures and assets on the terms set forth in this Agreement, including the chapter 11 plan of liquidation attached hereto as **Exhibit B** (as may be modified from time to time, the “**Plan**”), and all other Definitive Documents (such transactions, the “**Restructuring Transactions**”);

**WHEREAS**, the Company Parties intend to implement the Restructuring Transactions, by commencing voluntary cases under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (the cases commenced, the “**Chapter 11 Cases**”);

**WHEREAS**, the Restructuring Transactions shall involve the sale by the Company Parties of all, substantially all or one or more groups of assets of the Company Parties pursuant to sections 105, 363 and 365 of the Bankruptcy Code in accordance with the Bidding Procedures or through a private sale and distribution of the proceeds of such sales pursuant to the terms of the Plan; and

**WHEREAS**, the Parties have agreed to take certain actions in support of the Restructuring Transactions on the terms and conditions set forth in this Agreement, including the Plan, and as will be fully documented under the Definitive Documents.

**NOW, THEREFORE**, in consideration of the covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party, intending to be legally bound hereby, agrees as follows:

### ***AGREEMENT***

#### ***Section 1. Definitions and Interpretation.***

1.01. **Definitions.** The following terms shall have the following definitions:

“**Affiliate**” has the meaning set forth in section 101(2) of the Bankruptcy Code as if such Entity was a debtor in a case under the Bankruptcy Code.



“**Agent**” means any administrative agent, collateral agent, or similar Entity under the Prepetition Superpriority Term Loan and/or the Prepetition Stub Term Loan, including any successors thereto.

“**Agreement**” has the meaning set forth in the preamble to this Agreement and, for the avoidance of doubt, includes all the exhibits, annexes, and schedules hereto in accordance with Section 16.02 (including the Plan).

“**Agreement Effective Date**” means the date on which the conditions set forth in Section 2 have been satisfied or waived by the appropriate Party or Parties in accordance with this Agreement.

“**Agreement Effective Period**” means, with respect to a Party, the period commencing on the Agreement Effective Date (or, in the case of any Consenting Term Loan Lender that becomes a party hereto after the Agreement Effective Date, the date as of which such Consenting Term Loan Lender becomes a Party hereto) and ending on the Termination Date applicable to that Party.

“**Akin**” means Akin Gump Strauss Hauer & Feld LLP, as counsel to the Consenting Term Loan Lenders.

“**Ashurst**” means Ashurst LLP, as Australian counsel to the Consenting Term Loan Lenders.

“**Alternative Restructuring Proposal**” means any inquiry, proposal, offer, bid, term sheet, discussion, or agreement with respect to a sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, tender offer, recapitalization, plan of reorganization or liquidation, asset sale, share issuance, consent solicitation, exchange offer, share exchange, business combination, joint venture, debt incurrence (including, without limitation, any debtor-in-possession financing or exit financing) or similar transaction involving any one or more Company Parties or the debt, equity, or other interests in any one or more Company Parties that is an alternative to one or more of the Restructuring Transactions.

“**Announcement**” has the meaning set forth in Section 16.23 of this Agreement.

“**Bankruptcy Code**” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as amended from time to time.

“**Bankruptcy Court**” means the United States Bankruptcy Court for the District of Delaware.

“**Bar Date Motion**” means *Debtors’ Motion Seeking Entry of an Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment Under Section 503(B)(9), (II) Establishing Amended Schedules Bar Date and Rejection Damages Bar Date, (III) Approving the Form of and Manner for Filing Proofs of Claim, Including Section 503(B)(9) Requests, and (IV) Approving Form and Manner of Notice Thereof.*

**“Bar Date Order”** means the order of the Bankruptcy Court setting bar dates for filing proofs of claim in the Chapter 11 Cases and as approved by the applicable parties in accordance with Section 3.02.

**“Bidding Procedures”** means the procedures governing the auction and the Sale Transaction, as approved by the Bankruptcy Court and as may be amended from time to time in accordance with their terms and which shall be approved by the applicable Parties in accordance with Section 3.02.

**“Bidding Procedures Motion”** means the motion filed by the Debtors seeking approval of the Bidding Procedures, as approved by the applicable parties in accordance with Section 3.02.

**“Bidding Procedures Order”** means the order of the Bankruptcy Court approving the Bidding Procedures and establishing deadlines for the submission of bids and the auction in accordance with such procedures and as approved by the applicable parties in accordance with Section 3.02.

**“Business Day”** means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the Laws of, or are in fact closed in, the state of New York.

**“Cable Assets”** means the Debtors’ assets related to the Debtors’ cable broadband business, including, without limitation, its cable modem termination systems (CMTS), converged cable access platform (CCAP), virtual converged cable access platform (vCCAP), distributed access architecture (DAA), Casa video core (CVC), intelligent access controller (IAC) product solutions, virtual broadband network gateway (vBNG), and multi-service router (MSR).

**“Cash Collateral”** has the meaning ascribed to such term in section 363(a) of the Bankruptcy Code.

**“Cash Collateral Order”** means any order of the Bankruptcy Court authorizing the Debtors’ use of Cash Collateral, as approved by the applicable parties in accordance with Section 3.02.

**“Causes of Action”** means any claims, interests, damages, remedies, causes of action, demands, rights, actions, controversies, proceedings, agreements, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, Liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, whether arising before, on, or after the Petition Date, in contract, tort, law, equity, or otherwise. Causes of Action also include: (a) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law or in equity; (b) any claim based on or relating to, or in any manner arising from, in whole or in part, tort, breach of contract, breach of fiduciary duty, violation of state or federal Law or breach of any duty imposed by Law or in equity, including securities laws, negligence, and gross negligence; (c) the right to object to or otherwise contest Company Claims/Interests; (d) claims pursuant to section 362 or chapter 5 of the Bankruptcy Code; (e) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; and (f) any avoidance actions arising under chapter 5 of the Bankruptcy Code or under similar local, state, federal, or foreign statutes and common law, including fraudulent transfer laws.

**“Chapter 11 Cases”** has the meaning set forth in the recitals to this Agreement.

**“Claim”** has the meaning ascribed to it in section 101(5) of the Bankruptcy Code, against any of the Debtors.

**“Cloud/RAN Assets”** means Parent’s cloud-native software portfolio and radio access networks businesses and related assets.

**“Company Claims/Interests”** means any Claim against, or Interest in, a Company Party, including the Prepetition Superpriority Term Loan Claims and the Prepetition Stub Term Loan Claims.

**“Company Parties”** has the meaning set forth in the preamble to this Agreement.

**“Confidentiality Agreement”** means an executed confidentiality agreement, including with respect to the issuance of a “cleansing letter” or other public disclosure of material non-public information agreement, in connection with any proposed Restructuring Transactions.

**“Confirmation Order”** means the confirmation order with respect to the Plan.

**“Consenting Stub Term Loan Lenders”** has the meaning set forth in the preamble to this Agreement.

**“Consenting Superpriority Term Loan Lenders”** has the meaning set forth in the preamble to this Agreement.

**“Consenting Term Loan Lender Fees and Expenses”** has the meaning set forth in Section 7.01(j) of this Agreement.

**“Consenting Term Loan Lenders”** has the meaning set forth in the preamble to this Agreement.

**“Debtors”** means the Company Parties that commence Chapter 11 Cases, *i.e.*, Parent, Casa Systems Securities Corporation, and Casa Properties LLC.

**“Definitive Documents”** means the documents listed in Section 3.01 and as approved by the applicable parties in accordance with Section 3.02.

**“Disclosure Statement”** means the related disclosure statement with respect to the Plan as approved by the applicable parties in accordance with Section 3.02.

**“Entity”** shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

**“Exchange Act”** means the Securities Exchange Act of 1934, as amended.

**“Execution Date”** has the meaning set forth in the preamble to this Agreement.

**“Existing Equity Interests”** means any Interests in Parent, including shares of the common stock of Parent, which is traded and quoted on the NASDAQ under the symbol “CASA” that existed immediately prior to the Plan Effective Date, including (i) any restricted stock units of Parent that vest upon a “change of control” transaction and (ii) the exercise of any stock options in Parent or the Warrants (as defined herein), in each case, in accordance with their terms prior to the Plan Effective Date.

**“First Day Pleadings”** means the first-day motions and pleadings that the Company Parties determine are necessary or desirable to file and as approved by the applicable parties in accordance with Section 3.02.

**“FTI”** means FTI Consulting, Inc.

**“Interests”** means, collectively, the shares (or any class thereof), common stock, preferred stock, limited liability company interests, and any other equity, ownership, or profits interests of any Company Party, and options, warrants, rights, or other securities or agreements to acquire or subscribe for, or which are convertible into the shares (or any class thereof) of, common stock, preferred stock, limited liability company interests, or other equity, ownership, or profits interests of any Company Party (in each case whether or not arising under or in connection with any employment agreement), including the Existing Equity Interests.

**“Irish Seller”** means Casa Communications Limited.

**“Joinder”** means a joinder to this Agreement substantially in the form attached to this Agreement as **Exhibit C**.

**“Law”** means any federal, state, local, or foreign law (including common law), statute, code, ordinance, rule, regulation, order, ruling, or judgment, in each case, that is validly adopted, promulgated, issued, or entered by a governmental authority of competent jurisdiction (including the Bankruptcy Court).

**“Lumine”** means Lumine Group US Holdco Inc., a Delaware corporation.

**“Milestones”** means the milestones set forth in Section 4.

**“Outside Date”** means June 13, 2024.

**“Parent”** has the meaning set forth in the preamble to this Agreement.

**“Parties”** has the meaning set forth in the preamble to this Agreement.

**“Permitted Transferee”** means each transferee of any Company Claims/Interests who meets the requirements of Section 9.01.

**“Petition Date”** means the first date any of the Company Parties commences a Chapter 11 Case.

**“Plan”** has the meaning set forth in the recitals to this Agreement and as approved by the applicable parties in accordance with Section 3.02.

**“Plan Effective Date”** means the occurrence of the effective date of the Plan according to its terms.

**“Plan Supplement”** means the compilation of documents and forms of documents, schedules, and exhibits to the Plan that will be filed by the Debtors with the Bankruptcy Court and as are approved by the applicable parties in accordance with Section 3.02.

**“Prepetition Stub Term Loan”** means loans outstanding under that certain Credit Agreement, dated as of December 20, 2016, by and among Parent, as borrower, and Delaware Trust Company, as Agent.

**“Prepetition Stub Term Loan Claims”** means any Claim on account of Stub Term Loans.

**“Prepetition Superpriority Term Loan”** means loans outstanding under that certain Superpriority Credit Agreement, dated as of June 15, 2023, by and among Parent, as borrower, the lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent, and Delaware Trust Company, as collateral agent.

**“Prepetition Superpriority Term Loan Claims”** means any Claim on account of Superpriority Term Loans.

**“Priority Claims Amount”** has the meaning ascribed to such term in the Plan and as approved by the applicable parties in accordance with Section 3.02.

**“Priority Claims Amount Cap”** has the meaning ascribed to such term in the Plan and as approved by the applicable parties in accordance with Section 3.02.

**“Private Sale Motion”** means the motion to sell the Cloud/RAN Assets to Lumine pursuant to a private sale under section 363 of the Bankruptcy Code and as approved by the applicable parties in accordance with Section 3.02.

**“Private Sale Order”** means the order granting the Private Sale Motion and as approved by the applicable parties in accordance with Section 3.02.

**“Purchase Agreement”** means the definitive purchase agreement(s) effectuating the Sale Transaction(s), including all exhibits and schedules thereto, and as may be amended, modified, or supplemented in accordance with the terms thereof and as approved by the applicable parties in accordance with Section 3.02.

**“Qualified Marketmaker”** means an Entity that (a) holds itself out to the public or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers Company Claims/Interests (or enter with customers into long and short positions in Company Claims/Interests), in its capacity as a dealer or market maker in Company Claims/Interests and (b) is, in fact, regularly in the business of making a market in claims against issuers or borrowers (including debt securities or other debt).

**“Required Consenting Superpriority Term Loan Lenders”** means, as of the relevant date, Consenting Superpriority Term Loan Lenders holding at least 50.01% of the aggregate outstanding principal amount of Superpriority Term Loans that is held by the Consenting Superpriority Term Loan Lenders.

**“Required Consenting Term Loan Lenders”** means, as of the relevant date, Consenting Term Loan Lenders holding at least 50.01% of the aggregate outstanding principal amount of Term Loans that is held by the Consenting Term Loan Lenders.

**“Restructuring Transactions”** has the meaning set forth in the recitals to this Agreement.

**“Sale Order”** means one or more Bankruptcy Court orders, including, for the avoidance of doubt, any Private Sale Order or any order approving the sale of the Cable Assets, approving the Debtors’ entry into one or more Purchase Agreement(s) in connection with the Sale Transaction, and as approved by the applicable parties in accordance with Section 3.02.

**“Sale Transactions”** means one or more sales of all, substantially all, or a material portion of the Debtors’ Estate assets pursuant to section 363 of the Bankruptcy Code in accordance with the Bidding Procedures or through a private sale pursuant to section 363 of the Bankruptcy Code, including, for the avoidance of doubt, any sale of the Cloud/RAN Assets pursuant to the Private Sale Order, the Cable Assets or any other assets of the Debtors.

**“Sale Transaction Documents”** means the documents governing the Sale Transaction, including, without limitation, the Bidding Procedures, the Bidding Procedures Motion, the Bidding Procedures Order, the Private Sale Motion, the Private Sale Order, the Purchase Agreement(s) and any Sale Order.

**“Securities Act”** means the Securities Act of 1933, as amended.

**“Solicitation”** means the solicitation of votes to accept or reject the Plan.

**“Solicitation Materials”** means all solicitation materials in respect of the Plan together with the Disclosure Statement and as approved by the applicable parties in accordance with Section 3.02.

**“Solicitation Procedures”** means the procedures governing the Solicitation to be described and set forth in the Solicitation Procedures Motion and as approved by the applicable parties in accordance with Section 3.02.

**“Solicitation Procedures Motion”** means the motion seeking, among other things, the provisional approval of the Disclosure Statement and the Solicitation Materials as containing “adequate information” as required by section 1125 of the Bankruptcy Code and as approved by the applicable parties in accordance with Section 3.02.

**“Solicitation Procedures Order”** means the order entered by the Bankruptcy Court approving the Solicitation Procedures Motion and as approved by the applicable parties in accordance with Section 3.02.

“**Successful Bidder**” means the bidder for all, substantially all, or one or more groups of the Debtors’ assets that is determined to have submitted the highest or best bid for such assets pursuant to the Bidding Procedures Order and the Bidding Procedures.

“**Term Loans**” means, collectively, the Stub Terms Loans and the Superpriority Term Loans.

“**Termination Date**” means the date on which termination of this Agreement as to a Party is effective in accordance with Section 13 hereof.

“**Transfer**” means to sell, resell, reallocate, use, pledge, assign, transfer, hypothecate, participate, donate or otherwise encumber or dispose of, directly or indirectly (including through derivatives, options, swaps, pledges, forward sales or other transactions).

“**Transfer Agreement**” means an executed form of the transfer agreement providing, among other things, that a transferee is bound by the terms of this Agreement and substantially in the form attached hereto as **Exhibit D**.

“**Warrants**” means those certain warrants, or rights to obtain warrants, to purchase shares of common stock of Parent issued on June 15, 2023.

“**Wind-Down Amount**” has the meaning ascribed to such term in the Plan and as approved by the applicable parties in accordance with Section 3.02.

“**Wind-Down Amount**” has the meaning ascribed to such term in the Plan and as approved by the applicable parties in accordance with Section 3.02.

“**Wind-Down Budget**” has the meaning ascribed to such term in the Plan and as approved by the applicable parties in accordance with Section 3.02, which budget shall not exceed Wind-Down Amount. For the avoidance of doubt, the Wind-Down Budget shall provide for the payment in full of: (i) all liabilities incurred and or owing by the Irish Seller that are or would be categorized as preferential claims in any winding up of the Irish Seller pursuant to and within the meaning of Section 621(a) of the Companies Act 2014 of Ireland (as amended), (ii) all taxes of any kind that are incurred by the Irish Seller pursuant to the Laws of Ireland as a result of or in connection with the Sale Transactions to which it is or becomes a party, (iii) all other unpaid liabilities incurred by the Irish Seller in the ordinary course of its business in the period between the date of this Agreement and the completion of the Sale Transactions, but, with respect to sub-clauses (i) through (iii), only to the extent that such liabilities that are not assumed by the purchaser(s) pursuant to the Purchase Agreement(s) or by operation of law, upon or following the completion of the Sale Transactions.

1.02. **Interpretation.** This Agreement is the product of negotiations among the Parties, and the enforcement or interpretation hereof is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement or any portion hereof shall not be effective in regard to the interpretation hereof. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(a) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender;

(b) capitalized terms defined only in the plural or singular form shall nonetheless have their defined meanings when used in the opposite form;

(c) unless otherwise specified, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions;

(d) unless otherwise specified, any reference herein to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, restated, supplemented, or otherwise modified from time to time; provided that any capitalized terms herein which are defined with reference to another agreement, are defined with reference to such other agreement as of the date of this Agreement, without giving effect to any termination of such other agreement or amendments to such capitalized terms in any such other agreement following the date hereof;

(e) unless otherwise specified, all references herein to “Sections” are references to Sections of this Agreement;

(f) the words “herein,” “hereof,” “hereinafter,” “hereunder,” and “hereto” refer to this Agreement in its entirety rather than to any particular portion of this Agreement;

(g) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of this Agreement;

(h) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable limited liability company Laws;

(i) all exhibits attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein;

(j) the use of “include” or “including” is without limitation, whether stated or not; and

(k) the phrase “counsel to the Consenting Term Loan Lenders” refers in this Agreement to each counsel specified in Section 16.10 other than counsel to the Company Parties.

## **Section 2. *Effectiveness of this Agreement.***

2.01. This Agreement shall become effective and binding upon each of the Parties at 12:01 a.m., prevailing Eastern Standard Time, on the Agreement Effective Date, which is the date on which all of the following conditions have been satisfied or waived in accordance with this Agreement:



(a) the following shall have executed and delivered counterpart signature pages of this Agreement to counsel to each of the Parties:

(i) each of the Company Parties; and

(ii) holders of at least two-thirds of the aggregate outstanding principal amount of Term Loans; provided, that such signature pages shall be treated in accordance with Section 16.23.

(b) counsel to the Company Parties shall have given written notice to counsel to the Consenting Term Loan Lenders in the manner set forth in Section 16.10 hereof (by email or otherwise) that the other conditions to the Agreement Effective Date set forth in this Section 2 have occurred; and

(c) the Company Parties shall have paid in full the reasonable and documented accrued and unpaid fees and expenses of Akin, FTI, Ashurst and Blank Rome LLP.

### **Section 3. *Definitive Documents.***

3.01. The Definitive Documents governing the Restructuring Transactions (including any modifications, restatements, supplements or amendments to any of them) shall include the following: (a) the Plan; (b) the Confirmation Order; (c) the Disclosure Statement; (d) the Solicitation Procedures Motion; (e) the Solicitation Procedures Order; (f) the First Day Pleadings and all orders sought pursuant thereto; (g) the Plan Supplement; (h) the Cash Collateral Order; (i) the Bidding Procedures; (j) the Bidding Procedures Motion; (k) the Bidding Procedures Order; (l) the Sale Transaction Documents; (m) the Bar Date Motion and Bar Date Order; (n) the Wind-Down Budget; (o) the Priority Claims Amount; (p) the Priority Claims Amount Cap; (q) the Wind-Down Amount; (r) the Wind-Down Budget; and (s) any such other agreements and documentation ancillary to the documents specified in the foregoing clauses (a) through (q) that are necessary to consummate and document the Restructuring Transactions; provided, that each of the agreements and documentation described in clause (r) shall be consistent with this Agreement in all respects.

3.02. The Definitive Documents (including any modifications, restatements, supplements or amendments to any of them) not executed or in a form attached to this Agreement as of the Execution Date remain subject to negotiation, agreement and completion. Upon completion, the Definitive Documents and every other document, deed, agreement, filing, notification, letter or instrument related to the Restructuring Transactions shall contain terms, conditions, representations, warranties, and covenants consistent with the terms of this Agreement (as they may be modified, amended, or supplemented in accordance with Section 15) in all respects and shall otherwise be (a) as to the Cash Collateral Order, the Wind-Down Amount, the Wind-Down Budget, the Plan and the Confirmation Order, acceptable in form and substance to the Required Consenting Term Loan Lenders and the Company Parties, and (b) as to all other Definitive Documents, reasonably acceptable to the Required Consenting Term Loan Lenders and the Company Parties.

3.03. The Company Parties acknowledge and agree that they will provide advance initial draft copies of the Definitive Documents and any substantive pleadings to counsel for the Consenting Term Loan Lenders as soon as reasonably practicable and will use commercially reasonable efforts to provide such documents no later than three (3) Business Days prior to the date when any Debtor intends to file the applicable Definitive Document with the Bankruptcy Court or otherwise finalize such document; provided that (i) in no event shall the Debtors file any Definitive Document or other substantive pleading with the Bankruptcy Court unless an advance initial draft of such Definitive Document or other substantive pleading was provided to counsel for the Consenting Term Loan Lenders one (1) calendar day in advance of such filings and (ii) the Company Parties shall ensure that no Definitive Document is filed with the Bankruptcy Court or finalized unless the consent rights set forth in this Section 3 have been satisfied.

#### **Section 4. *Milestones.***

4.01. The following milestones (the “**Milestones**”) shall apply to this Agreement unless extended or waived in writing by the Debtors and the Required Consenting Term Loan Lenders:

(a) no later than April 3, 2024, the Debtors shall have filed the Plan, the Disclosure Statement, the First Day Pleadings (including a motion seeking entry of the Cash Collateral Order), the Solicitation Procedures Motion, the Bar Date Motion, the Bidding Procedures Motion, and the Private Sale Motion;

(b) no later than April 5, 2024, the Bankruptcy Court shall have entered the interim Cash Collateral Order;

(c) no later than April 23, 2024, the Debtors shall have filed their schedules of assets and liabilities and statements of financial affairs;

(d) no later than April 24, 2024, the Bankruptcy Court shall have entered the Private Sale Order, the final Cash Collateral Order, the Solicitation Procedures Order, and the Bar Date Order;

(e) no later than April 26, 2024, the Debtors shall have commenced solicitation of votes to accept or reject the Plan;

(f) no later than May 10, 2024, the Debtors shall have filed the Plan Supplement;

(g) no later than May 31, 2024, the Bankruptcy Court shall have held a hearing on confirmation of the Plan and approval of any Sale Transaction;

(h) no later than May 31, 2024, the Bankruptcy Court shall have entered the Confirmation Order, an order granting final approval of the Disclosure Statement and the Sale Order approving the sale of the Cable Assets; and

(i) no later than June 6, 2024, the Plan Effective Date shall have occurred and the Sale Transactions shall have closed.

**Section 5. Commitments of the Consenting Term Loan Lenders.**

**5.01. General Commitments, Forbearances, and Waivers.**

(a) During the Agreement Effective Period, each Consenting Term Loan Lender agrees, severally, and not jointly, in respect of itself and all of its Company Claims/Interests, to:

(i) support the Restructuring Transactions, on the terms and subject to the conditions of this Agreement, and, subject to Section 5.02(b) of this Agreement, vote and use commercially reasonable efforts to exercise any powers or rights available to it (including in any board, shareholders', or creditors' meeting or in any process requiring voting or approval to which they are legally entitled to participate) in each case in favor of any matter requiring approval to the extent reasonably requested and necessary to implement the Restructuring Transactions;

(ii) give any notice, order, instruction, or direction to the applicable Agents necessary to give effect to the Restructuring Transactions on the terms and subject to the conditions of this Agreement; provided that no Consenting Term Loan Lender shall be required hereunder to provide such Agent, or any other person, with any indemnities or similar undertakings in connection with taking any such action or incur any fees or expenses in connection therewith;

(iii) solely during the Agreement Effective Period and except as otherwise may be provided under this Agreement, (i) refrain from the exercise of its rights (including any right of set off) or exercise any remedies that it may have under the agreements governing its Company Claims/Interests, as applicable, and under applicable U.S. or foreign law or otherwise, in each case, with respect to any breaches, defaults, events of default, or potential defaults by the Company Parties that are not Debtors in the Chapter 11 Cases and (ii) as applicable, each Consenting Term Loan Lender further agrees that if any applicable administrative agent or collateral agent takes any action inconsistent with any such Consenting Term Loan Lender's obligations under this Agreement, such Consenting Term Loan Lender shall use commercially reasonable efforts to cause such administrative agent or collateral agent to cease and refrain from taking such actions; provided, for the avoidance of doubt, that nothing in this Section 5.01(a)(3) or otherwise in this Agreement shall prevent the Consenting Term Loan Lenders from exercising any rights or remedies with respect to the Debtors under the Cash Collateral Order or any agreements governing their respective Company Claims/Interests; provided further that no Consenting Term Loan Lender shall be required hereunder to provide such Agent, or any other person, with any indemnities or similar undertakings in connection with taking any such action or incur any fees or expenses in connection clause (ii) therewith; and

(iv) negotiate in good faith and use commercially reasonable efforts to execute and implement the Definitive Documents that are consistent with this Agreement to which it is required to be a party.

(b) During the Agreement Effective Period, each Consenting Term Loan Lender agrees, severally and not jointly, in respect of itself and all of its Company Claims/Interests, that it shall not, other than to enforce this Agreement or any Definitive Document, including the Cash Collateral Order and any rights or remedies thereunder, or as otherwise permitted under this Agreement, directly or indirectly:

(i) object to, delay, impede, or take any other action in a manner inconsistent with this Agreement, the intended purpose of which is to interfere with acceptance, implementation, or consummation of the Restructuring Transactions;

(ii) propose, file, support, or vote for any Alternative Restructuring Proposal; *provided* that nothing in this Section 5.01(b)(ii) shall prevent the Company Parties from continuing the marketing process and/or otherwise seeking the highest and best price with respect to any Sale Transactions;

(iii) seek to modify the Definitive Documents, in whole or in part, in a manner inconsistent with this Agreement and the Plan;

(iv) object to, delay, impede, or take any other action to terminate, shorten, or interfere with the Debtors' exclusivity rights under section 1121 of the Bankruptcy Code;

(v) file any motion, pleading, or other document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not materially consistent with this Agreement or the Plan;

(vi) initiate, or have initiated on its behalf, any litigation or proceeding of any kind with respect to the Chapter 11 Cases, this Agreement, the Plan or the Restructuring Transactions contemplated herein against the Company Parties or the other Parties other than to enforce this Agreement or any Definitive Document, including the Cash Collateral Order and any rights or remedies thereunder, or as otherwise permitted under this Agreement;

(vii) exercise, or direct any other person to exercise, any right or remedy for the enforcement, collection, or recovery of any Claims against the Company Parties, including with respect to any Interests in the Company Parties;

(viii) object to, delay, impede, or take any other action to interfere with the Company Parties' ownership and possession of their assets, wherever located, or seek to modify or lift the automatic stay arising under section 362 of the Bankruptcy Code, other than to enforce this Agreement or any Definitive Document, including the Cash Collateral Order and any rights or remedies thereunder, or as otherwise permitted by this Agreement; or

#### 5.02. Commitments with Respect to Chapter 11 Cases.

(a) During the Agreement Effective Period, each Consenting Term Loan Lender that is entitled to vote to accept or reject the Plan pursuant to its terms, severally and not jointly, agrees in respect of itself that it shall, subject to receipt by such Consenting Term Loan Lender of the Solicitation Materials:

(i) provided that its vote has been properly solicited pursuant to applicable Law and the Plan comports with the consent rights of such Consenting Term Loan Lender, vote each of its Company Claims/Interests to accept the Plan by delivering its duly executed and completed ballot accepting the Plan on a timely basis following the commencement of the solicitation of the Plan and its actual receipt of the Solicitation Materials and the ballot;

(ii) to the extent it is permitted to elect whether to opt out of or to opt in to the releases set forth in the Plan, as applicable, (a) elect not to opt out of or (b) elect to opt in to, as applicable, the Debtor and third-party releases set forth in the Plan by timely delivering its duly executed and completed ballot(s) indicating such election; and

(iii) not change, withdraw, amend, or revoke (or cause to be changed, withdrawn, amended, or revoked) any vote or election referred to in clauses (i) and (ii) above.

(b) During the Agreement Effective Period, each Consenting Term Loan Lender, severally, and not jointly, in respect of itself and each of its Company Claims/Interests, will support, and will not directly or indirectly object to, delay, impede, or take any other action to interfere with any motion or other pleading or document filed by a Company Party in the Bankruptcy Court that is consistent with this Agreement unless such Consenting Term Loan Lender in good faith disputes that such motion, other pleading or document is consistent with this Agreement.

**Section 6. Additional Provisions Regarding the Consenting Term Loan Lenders' Commitments.** Notwithstanding anything contained in this Agreement, nothing in this Agreement shall: (a) prevent any Consenting Term Loan Lender from appearing as a party in interest in any matter arising in the Chapter 11 Cases; (b) affect the ability of any Consenting Term Loan Lenders to consult with any other Consenting Term Loan Lender, the Company Parties, or any other party in interest in the Chapter 11 Cases (including any official committee appointed in the Chapter 11 Cases and the United States Trustee); (c) impair or waive the rights of any Consenting Term Loan Lender to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transactions; (d) prevent any Consenting Term Loan Lender from enforcing this Agreement or any Definitive Documents, including the Cash Collateral Order and any rights or remedies thereunder, or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement or any Definitive Documents, including the Cash Collateral Order; (e) prevent any Consenting Term Loan Lender from taking any action that is required by applicable Law or require any Consenting Term Loan Lender to take any action that is prohibited by applicable Law or to waive or forego the benefit of any applicable legal professional privilege; (f) require any Consenting Term Loan Lender to provide any information that it determines, in its reasonable discretion, to be sensitive or confidential; (g) other than as provided for in this Agreement, limit the ability of a Consenting Term Loan Lender to purchase, sell or enter into transactions regarding the Company Claims/Interests; (h) prevent any Consenting Term Loan Lender by reason of this Agreement or the Restructuring Transactions from making, seeking or receiving any regulatory filings, notifications, consents, determinations, authorizations, permits, approvals, licenses or the like; (i) obligate the Consenting Term Loan Lenders to deliver a vote to support the Plan or prohibit the Consenting Term Loan Lenders from withdrawing such vote, in each case from and after the Termination Date (other than a Termination Date as a result of the occurrence of the Plan Effective Date); and for the avoidance of doubt, that upon the Termination Date, such Consenting Term Loan Lender's vote shall automatically be deemed void *ab initio* and such Consenting Term Loan Lender shall have a reasonable opportunity to cast a vote; (j) require a Consenting Term Loan Lender to consent to, acquiesce in, vote for, support, or not object to any Alternative Restructuring Proposal; and (k) except as otherwise provided in this Agreement, require a Consenting Term Loan Lender to incur any non-reimbursable expenses, liabilities, or other obligations, or to agree to any commitments, undertakings, concessions, indemnities, or other arrangements that could result in expenses, liabilities, or other obligations to such Consenting Term Loan Lender or its affiliates. For the avoidance of doubt, each Consenting Term Loan Lender shall only be bound under this Agreement to the extent of such Consenting Term Loan Lender's Company Claims/Interests set forth on such Consenting Term Loan Lender's signature page to this Agreement.

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**Section 7. *Commitments of the Company Parties.***

7.01. Affirmative Commitments. Except as set forth in Section 8, during the Agreement Effective Period, the Company Parties agree to:

- (a) support, act in good faith, and take all steps reasonably necessary and desirable to consummate the Restructuring Transactions in accordance with this Agreement;
- (b) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring Transactions contemplated herein, take all steps reasonably necessary and desirable to address any such impediment, including to negotiate in good faith appropriate additional or alternative provisions to address any such impediment, in each case, in a manner reasonably acceptable to the Required Consenting Term Loan Lenders;
- (c) use commercially reasonable efforts to oppose any party or person from taking any actions contemplated in Section 7.02(b);
- (d) negotiate in good faith and use reasonable best efforts to execute and deliver the Definitive Documents (which shall be consistent with the requirements contained herein and in the Plan) and any other required agreements to effectuate and consummate the Restructuring Transactions as contemplated by this Agreement;
- (e) use commercially reasonable efforts to seek additional support for the Restructuring Transactions from their other material stakeholders to the extent reasonably prudent;
- (f) (i) stipulate in the Cash Collateral Order and the Plan to the allowance and amounts of Prepetition Superpriority Term Loan Claims and Prepetition Stub Term Loan Claims in accordance with the Cash Collateral Order and the Plan and to the validity of the liens securing any such Claims and (ii) timely file a formal objection to any motion filed with the Bankruptcy Court by a third party challenging the validity, enforceability, perfection or priority of, or seeking avoidance, disallowance or subordination of, any portion of the Prepetition Superpriority Term Loan Claims and/or the Prepetition Stub Term Loan Claims or the liens securing such Claims (as applicable);
- (g) cooperate and coordinate with the Consenting Term Loan Lenders and use commercially reasonable efforts to support and consummate the Restructuring Transactions, including the Sale Transactions, and execute any document and give any notice, order, instruction or direction in each case reasonably necessary to support, facilitate, implement, consummate or otherwise give effect to the Restructuring Transactions, including, for the avoidance of doubt, using reasonable best efforts to obtain any necessary federal, state, local and foreign regulatory and/or third-party approvals necessary to consummate the Restructuring Transactions;

(h) provide the Consenting Term Loan Lenders and their legal and financial advisors with any documentation or information they may reasonably request to facilitate the Restructuring Transactions, including regarding the Company Parties' business operations and the status of the Restructuring Transactions, subject to any confidentiality restrictions the Company Parties may be subject to;

(i) provide Akin and FTI with (i) reasonable access to, during regular business hours, the non-privileged, non-confidential books, work papers, records and materials of any Company Party, (ii) reasonable access to, during regular business hours, the personnel and advisors of any Company Party and (iii) reasonably timely responses to all reasonable diligence requests provided by any such Advisor;

(j) pay in full and in cash all of the accrued and outstanding, reasonable and documented fees, costs and expenses of the professional and other advisors retained by the Consenting Term Loan Lenders, including such fees, costs and expenses of (i) Akin, (ii) FTI, (iii) Ashurst and (iv) Blank Rome LLP and continue to pay such reasonable and documented amounts as they come due and seek to pay such ongoing fees, costs, and expenses in connection with the Cash Collateral Order or such other appropriate order (the "**Consenting Term Loan Lender Fees and Expenses**");

(k) comply with all Milestones;

(l) from the date hereof until the Plan Effective Date, (i) operate their business in the ordinary course in a manner that is consistent with past practice and this Agreement, and use reasonable efforts to preserve intact the Company Parties' business organization and relationships with third parties and employees (which shall not prohibit the Company Parties from taking action outside of the ordinary course of business with the consent of the Required Consenting Term Loan Lenders), taking into account, the Restructuring Transactions; (ii) operate the business in the ordinary course, in a manner consistent with applicable Law and actions taken by similarly situated companies in the industry in which the Company Parties operate, and maintain good standing (or equivalent status under the Laws of its incorporation or organization) under the Laws of the jurisdiction in which the Company Parties are incorporated or organized, taking into account the Restructuring Transactions; (iii) consult in good faith with counsel for the Consenting Term Loan Lenders prior to the Company Parties' entry into, termination of, or modification of any material operational contracts, leases, or other arrangements; (iv) refrain from increasing the compensation payable (whether through the payment of, or agreement to pay, bonus amounts or otherwise) to any executive employee, except as required by the terms of and in accordance with any written employment or engagement agreement currently in effect between the Company Parties and an executive employee or with the prior written consent of the Required Consenting Term Loan Lenders; and (v) subject to Section 8.01, refrain from entry into any transaction involving the direct or indirect sale, purchase, transfer, or other disposition of a material portion of the Company Parties' assets without the prior written consent of the Required Consenting Term Loan Lenders;

(m) notify counsel to the Consenting Term Loan Lenders within one (1) Business Day after obtaining knowledge of the occurrence or existence of any event that could prevent, hinder, delay, or make any part of the Restructuring Transactions (including the Plan) incapable of being consummated on or prior to the Outside Date;

(n) notify counsel to the Consenting Term Loan Lenders within one (1) Business Day after obtaining knowledge of any (i) occurrence, or failure to occur, of any event which occurrence or failure would cause any covenant of the Company Parties not to be satisfied in any respect; (ii) receipt of any written notice by the Company Parties from any governmental body in connection with this Agreement or the Restructuring Transactions; (iii) receipt of any written notice by the Company Parties of any proceeding commenced or threatened against any Company Party relating to, involving, or otherwise affecting the Restructuring Transactions; or (iv) receipt of any written notice from any party alleging that the consent of such party is or may be required in connection with the Restructuring Transactions;

(o) timely file a formal objection to any motion filed with the Bankruptcy Court by a third party seeking the entry of an order (i) directing the appointment of a trustee or examiner (with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code), (ii) converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, and/or (iii) dismissing the Chapter 11 Cases; and

(p) in accordance with the Bidding Procedures, the Bidding Procedures Order and the motion to sell the Cloud/RAN Assets to Lumine, pursue a sale process, including engaging in negotiations with one or more third parties that the Company Parties determine, in the exercise of reasonable business judgment, proposes, or would reasonably be expected to propose, a transaction which would result in a Sale Transaction during the Chapter 11 Cases in accordance with this Agreement, the Restructuring Term Sheet, the Plan and the Bidding Procedures, it being understood that nothing herein shall limit the ability of the Company Parties to take the actions contemplated by Section 8.01 or otherwise limit its ability to take all actions necessary to pursue the Restructuring Transactions consistent with this Agreement.

7.02. Negative Commitments. Except as set forth in Section 8, during the Agreement Effective Period, each of the Company Parties shall not directly or indirectly:

(a) object to, delay, impede, or take any other action to interfere with acceptance, implementation, or consummation of the Restructuring Transactions;

(b) take any action that is inconsistent with, or is intended to frustrate or impede approval, implementation and consummation of the Restructuring Transactions described in, this Agreement, the Definitive Documents, or the Plan;

(c) seek to modify the Definitive Documents, in whole or in part, in a manner that is not consistent with this Agreement;

(d) amend or change, or propose to amend or change, any of the Company Parties' respective organizational documents, except to the extent required to comply with the terms of this Agreement and to consummate the Restructuring Transactions and/or any Sale Transactions in accordance with the terms hereof;

(e) grant, agree to grant, or make any payment on account of (including pursuant to a key employee retention plan, key employee incentive plan, or other similar arrangement) any additional or increase in the wages, salary, bonus, commissions, retirement benefits, pension, severance or other compensation or benefits of any employee or director qualifying as an insider under the Bankruptcy Code, without the prior written consent of the Required Consenting Term Loan Lenders;



(f) authorize, create, issue, sell or grant any additional equity interests, or reclassify, recapitalize, redeem, purchase, acquire, declare any distribution on, or make any distribution on any equity interests;

(g) file any Definitive Document or any motion, application, or pleading reasonably related to a Definitive Document with the Bankruptcy Court or any other court (including any modifications or amendments thereof) that, in whole or in part, is not consistent with this Agreement or the Plan or is otherwise not in form and substance acceptable to the applicable parties in accordance with the terms set forth in Section 3 hereof;

(h) (i) seek discovery in connection with, prepare, or commence any proceeding or other action that challenges (A) the amount, validity, allowance, character, enforceability, or priority of any Company Claims/Interests of any of the Consenting Term Loan Lenders, or (B) the validity, enforceability, or perfection of any lien or other encumbrance securing any Company Claims/Interests of any of the Consenting Term Loan Lenders or (ii) support any person in connection with any of the acts described in clause (i) of this Section 7.02(h);

(i) consummate the Restructuring Transactions unless each of the conditions to the consummation of such Restructuring Transactions set forth in this Agreement and the Definitive Documents has been satisfied (or waived by the applicable persons in accordance with their terms);

(j) taking into account the Restructuring Transactions, transfer any asset or right of the Company Parties or any asset or right used in the business of the Company Parties to any person outside of the ordinary course of business absent the consent of the Required Consenting Term Loan Lenders, which consent shall not be unreasonably withheld;

(k) solicit, participate in, negotiate, propose, support, or vote for any Alternative Restructuring Proposal; provided that nothing in this Section 7.02(k) shall prevent the Company Parties from continuing the marketing process and/or otherwise seeking the highest and best price with respect to any Sale Transaction;

(l) enter into, terminate, modify, or transfer any material operational contracts, leases, or other arrangements that would, individually or in the aggregate, reasonably be expected to have a material and adverse effect on the Company Parties, taken as a whole, without the prior consent of the Required Consenting Term Loan Lenders; or

(m) encourage or facilitate any person or Entity to do any of the foregoing.

#### **Section 8. *Additional Provisions Regarding Company Parties' Commitments.***

8.01. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require a Company Party or the board of directors, board of managers, or similar governing body of a Company Party, to take any action or to refrain from taking any action with respect to the Restructuring Transactions to the extent such person or persons determines, in good faith, upon the advice of outside legal counsel, that taking or failing to take such action would be

inconsistent with applicable Law or its fiduciary obligations under applicable Law, and any such action or inaction pursuant to this Section 8.01 shall not be deemed to constitute a breach of this Agreement; provided that the Company Parties shall promptly provide written notice to counsel to the Consenting Term Loan Lenders (and, in any case, within one (1) calendar day) of any such determination in accordance with this Section 8.01 to take or refrain from taking any action. This Section 8.01 shall not impede the Consenting Term Loan Lenders' right to terminate this Agreement pursuant to Section 13.01 of this Agreement.

8.02. Notwithstanding anything to the contrary in this Agreement (but subject to Section 8.01), each Company Party and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the rights to: (a) consider and respond to Alternative Restructuring Proposals; provided that the Company Parties must use their reasonable best efforts to (i) provide copies of any such Alternative Restructuring Proposal received to Akin and FTI no later than one (1) calendar day following receipt thereof; (ii) provide Akin and FTI with regular updates as to the status and progress of such Alternative Restructuring Proposal; and (iii) respond promptly to information requests and questions from Akin and/or FTI relating to such Alternative Restructuring Proposal; (b) provide access to non-public information concerning any Company Party to any Entity or enter into Confidentiality Agreements or nondisclosure agreements with any Entity; (c) maintain or continue discussions or negotiations with respect to Alternative Restructuring Proposals; (d) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of Alternative Restructuring Proposals; and (e) enter into or continue discussions or negotiations with holders of Company Claims/Interests (including any Consenting Term Loan Lender), any other party in interest in the Chapter 11 Cases (including any official committee and the United States Trustee), or any other Entity regarding the Restructuring Transactions or Alternative Restructuring Proposals; provided, further that for the avoidance of doubt, nothing in this Section 8.02 shall prevent the Company Parties from continuing the marketing process and/or otherwise seeking the highest and best price with respect to any Sale Transactions.

8.03. Nothing in this Agreement shall: (a) impair or waive the rights of any Company Party to assert or raise any objection permitted under this Agreement in connection with the Restructuring Transactions; or (b) prevent any Company Party from enforcing this Agreement or contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement.

#### **Section 9. *Transfer of Interests and Securities.***

9.01. During the Agreement Effective Period, no Consenting Term Loan Lender shall Transfer any ownership (including any beneficial ownership as defined in the Rule 13d-3 under the Exchange Act) in any Company Claims/Interests to any affiliated or unaffiliated party, including any party in which it may hold a direct or indirect beneficial interest, unless, in the case of any Company Claims/Interests, the transferee either (i) executes and delivers to counsel to the Company Parties, at or before the time of the proposed Transfer, a Transfer Agreement or Joinder, or (ii) is a Consenting Term Loan Lender or an Affiliate thereof and the transferee provides notice of such Transfer (including the amount and type of Company Claim/Interest Transferred) to counsel to the Company Parties and counsel to the Consenting Term Loan Lenders at or before the time of the proposed Transfer.

9.02. Upon compliance with the requirements of Section 9.01, the transferee shall be deemed a Consenting Term Loan Lender and the transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of the rights and obligations in respect of such transferred Company Claims/Interests. Any Transfer in violation of Section 9.01 shall be void *ab initio*.

9.03. Subject to Section 9.05, this Agreement shall in no way be construed to preclude the Consenting Term Loan Lenders from acquiring additional Company Claims/Interests; provided, however, that (a) such additional Company Claims/Interests shall automatically and immediately upon acquisition by a Consenting Term Loan Lender be deemed subject to the terms of this Agreement (regardless of when or whether notice of such acquisition is given to counsel to the Company Parties or counsel to the Consenting Term Loan Lenders) and (b) such Consenting Term Loan Lender must provide notice of such acquisition (including the amount and type of Company Claim/Interest acquired) to counsel to the Company Parties and counsel to the Consenting Term Loan Lenders within five (5) Business Days of such acquisition.

9.04. This Section 9 shall not impose any obligation on any Company Party to issue any “cleansing letter” or otherwise publicly disclose information for the purpose of enabling a Consenting Term Loan Lender to Transfer any of its Company Claims/Interests. Notwithstanding anything to the contrary herein, to the extent a Company Party and another Party have entered into a Confidentiality Agreement, the terms of such Confidentiality Agreement shall continue to apply and remain in full force and effect according to its terms, and this Agreement does not supersede any rights or obligations otherwise arising under such Confidentiality Agreements.

9.05. Notwithstanding Section 9.01, a Qualified Marketmaker that acquires any Company Claims/Interests with the purpose and intent of acting as a Qualified Marketmaker for such Company Claims/Interests shall not be required to execute and deliver a Transfer Agreement in respect of such Company Claims/Interests if (i) such Qualified Marketmaker subsequently transfers such Company Claims/Interests (by purchase, sale assignment, participation, or otherwise) within ten (10) Business Days of its acquisition to a transferee that is an Entity that is not an Affiliate, affiliated fund, or affiliated Entity with a common investment advisor; (ii) the transferee otherwise is a Permitted Transferee under Section 9.01; and (iii) the Transfer otherwise is permitted under Section 9.01. To the extent that a Consenting Term Loan Lender is acting in its capacity as a Qualified Marketmaker, it may Transfer (by purchase, sale, assignment, participation, or otherwise) any right, title or interests in Company Claims/Interests that the Qualified Marketmaker acquires from a holder of the Company Claims/Interests who is not a Consenting Term Loan Lender without the requirement that the transferee be a Permitted Transferee.

9.06. Notwithstanding anything to the contrary in this Section 9, the restrictions on Transfer set forth in this Section 9 shall not apply to the grant of any liens or encumbrances on any claims and interests in favor of a bank or broker-dealer holding custody of such claims and interests in the ordinary course of business and which lien or encumbrance is released upon the Transfer of such claims and interests.

**Section 10. Representations and Warranties of Consenting Term Loan Lenders.** Each Consenting Term Loan Lender severally, and not jointly, represents and warrants that, as of the date such Consenting Term Loan Lender executes and delivers this Agreement or a Joinder to this Agreement, as applicable:

(a) it is the beneficial or record owner of the face amount of the Company Claims/Interests or is the nominee, investment manager, or advisor for beneficial holders of the Company Claims/Interests reflected in such Consenting Term Loan Lender's signature page to this Agreement or Joinder to this Agreement or a Transfer Agreement, as applicable (as may be updated pursuant to Section 9);

(b) it has the full power and authority to act on behalf of, vote and consent to matters concerning, such Company Claims/Interests; and

(c) such Company Claims/Interests are free and clear of any pledge, lien, security interest, charge, claim, equity, option, proxy, voting restriction, right of first refusal, or other limitation on disposition, transfer, or encumbrances of any kind, that would materially and adversely affect in any way such Consenting Term Loan Lender's ability to perform any of its obligations under this Agreement at the time such obligations are required to be performed.

**Section 11. Representations and Warranties of Company Parties.** Each Company Party represents and warrants to each other Party that as of the date such Company Party executes and delivers this Agreement and on the Plan Effective Date: (a) entry into this Agreement and the performance of its obligations hereunder is consistent with the exercise of such Company Party's fiduciary duties; and (b) to the best of its knowledge having made all reasonable inquiries, no order has been made, petition presented or resolution passed, for the winding up of or appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of it or any other Company Party, and no analogous procedure has been commenced in any jurisdiction.

**Section 12. Mutual Representations, Warranties, and Covenants.** Each of the Parties, severally, and not jointly, represents, warrants, and covenants to each other Party, as of the date such Party executed and delivers this Agreement, a Joinder, or a Transfer Agreement, as applicable, and on the Plan Effective Date:

(a) it is validly existing and in good standing under the Laws of the state of its organization, and this Agreement is a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, except as enforcement may be limited by applicable Laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(b) except as expressly provided in this Agreement, the Plan, and the Bankruptcy Code, no consent or approval is required by any other person or Entity in order for it to effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement;

(c) the entry into and performance by it of, and the transactions contemplated by, this Agreement do not, and will not, conflict in any material respect with any Law or regulation applicable to it or with any of its articles of association, memorandum of association or other constitutional documents;

(d) except as expressly provided in this Agreement, it has (or will have, at the relevant time) all requisite corporate or other power and authority to enter into, execute, and deliver this Agreement and to effectuate the Restructuring Transactions contemplated by, and perform its respective obligations under, this Agreement; and

(e) except as expressly provided by this Agreement, it is not party to any restructuring or similar agreements or arrangements with the other Parties to this Agreement that have not been disclosed to all Parties to this Agreement; and

(f) it is not a party to, or in discussions regarding, any contract, agreement, commitment, understanding or other binding agreement or obligation (written or oral) with any other person with respect to an Alternative Restructuring Proposal.

### **Section 13. Termination Events.**

13.01. Consenting Term Loan Lenders Termination Events. This Agreement may be terminated solely with respect to the Consenting Term Loan Lenders, by the Required Consenting Term Loan Lenders, in each case, by the delivery to the Company Parties of a written notice in accordance with Section 16.10 hereof upon the occurrence of the following events:

(a) the breach in any material respect by a Company Party of any of the representations, warranties, or covenants of the Company Parties set forth in this Agreement remains uncured for three (3) Business Days after such terminating Consenting Term Loan Lenders transmit a written notice in accordance with Section 16.10 hereof detailing any such breach;

(b) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions and (ii) remains in effect for five (5) Business Days after such terminating Consenting Term Loan Lenders transmit a written notice in accordance with Section 16.10 hereof detailing any such issuance; provided, that this termination right may not be exercised by any Party that sought or requested such ruling or order in contravention of any obligation set out in this Agreement;

(c) the Bankruptcy Court enters an order denying confirmation of the Plan;

(d) (i) any of the Cash Collateral Order, the Sale Order, the Bidding Procedures Order, the Solicitation Procedures Order or the Confirmation Order is reversed, stayed, dismissed, vacated, reconsidered, modified, or amended without the consent of the Required Consenting Term Loan Lenders, or (ii) a motion for reconsideration, reargument, or rehearing with respect to any such order has been filed and the Company Parties have failed to timely object to such motion;

(e) the Company Parties' authority to use Cash Collateral is terminated in accordance with the terms of the Cash Collateral Order;

(f) any of the Company Parties enters into a material executory contract, lease, or other arrangement outside of the ordinary course of business without obtaining the prior written consent of the Required Consenting Term Loan Lenders;

- (g) the failure to satisfy a Milestone that has not been waived or extended in accordance with this Agreement, unless such failure is the result of any act, omission, or delay on the part of any terminating Consenting Term Loan Lender;
- (h) the Company Parties file with the Bankruptcy Court any motion, application or other pleading seeking authority to sell any material assets that is not acceptable to the Required Consenting Term Loan Lenders;
- (i) the Plan Effective Date has not occurred by the Outside Date and the Outside Date has not been extended in accordance with the terms of this Agreement;
- (j) (i) any Definitive Document is inconsistent (other than in an immaterial respect) with the terms and conditions set forth in this Agreement, including Section 3 hereof, and the Plan, or (ii) any Definitive Document is waived, amended, modified, or supplemented in a manner that is inconsistent (other than in an immaterial respect) with the terms and conditions set forth in this Agreement, including Section 3 hereof, the applicable Definitive Document, and the Plan, in each case, which has not been reversed or cured within one (1) Business Day after the Company Parties receive written notice from the Required Consenting Term Loan Lenders delivered in accordance with Section 16.10;
- (k) any court of competent jurisdiction or other competent governmental or regulatory authority issues a final, non-appealable order, or there is a change in Law, making illegal or otherwise preventing or prohibiting the consummation of the Restructuring Transactions in a way that cannot be reasonably remedied by the Company Parties subject to the reasonable satisfaction of the Required Consenting Term Loan Lenders;
- (l) the Company Parties (i) withdraw the Plan, (ii) execute a definitive written agreement with respect to an Alternative Restructuring Proposal, (iii) file, propound or otherwise support any plan or reorganization other than the Plan, or (iv) announce their intention to do either of (i), (ii) or (iii);
- (m) the Bankruptcy Court shall enter an order terminating, annulling, modifying or conditioning the automatic stay with respect to any material assets of the Company Parties with a value in excess of \$500,000 in the aggregate without the prior written consent of the Required Consenting Term Loan Lenders;
- (n) the entry of an order by the Bankruptcy Court, the filing of a motion, application or other pleading by any Company Party, or the failure of the Company Parties to timely object to any motion, application or other pleading seeking an order terminating exclusivity under section 1121 of the Bankruptcy Code;
- (o) the entry of an order by the Bankruptcy Court, the filing of a motion or application or other pleading by any Company Party (without the prior written consent of the Required Consenting Term Loan Lenders) or the failure of the Company Parties to timely object to any motion, application, or other pleading seeking an order, (i) converting one or more of the Chapter 11 Cases of a Company Party to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of a Company Party, or (iii) rejecting this Agreement;

(p) the Company's filing of any motion, application or other pleading or taking of discovery in connection with, preparation, or commencement of any proceeding or other action by any Company Party that challenges (i) the amount, validity, allowance, character, enforceability, or priority of any portion of the Prepetition Superpriority Term Loan Claims and/or the Prepetition Stub Term Loan Claims, or (ii) the validity, enforceability, or perfection of any lien, security interest or other encumbrance securing any portion of the Prepetition Superpriority Term Loan Claims and/or the Prepetition Stub Term Loan Claims, as applicable;

(q) the Company Parties deliver a notice in connection with Section 8.01 hereof;

(r) the Consenting Term Loan Lender Fees and Expenses are not paid by the Company Parties in accordance with terms of the respective advisors' engagement letters and the Cash Collateral Order;

(s) the Bankruptcy Court enters any order authorizing the use of cash collateral on terms that are not acceptable to the Required Consenting Term Loan Lenders or authorizing the Company Parties to obtain debtor-in-possession financing pursuant to section 364 of the Bankruptcy Code without the consent of the Required Consenting Term Loan Lenders;

(t) the Company Parties file a motion seeking entry of an order approving the use of cash collateral or to obtain debtor-in-possession financing pursuant to section 364 of the Bankruptcy Code without the consent (such consent not to be unreasonably withheld) of the Required Consenting Term Loan Lenders; or

(u) the Wind-Down Amount exceeds \$2 million (or such other amount expressly permitted by the Plan) or the Priority Claims Amount exceeds the Priority Claims Amount Cap.

13.02. Company Party Termination Events. Any Company Party may terminate this Agreement as to all Parties upon prior written notice to all Parties in accordance with Section 16.10 hereof upon the occurrence of any of the following events:

(a) the breach in any material respect by one or more of the Consenting Term Loan Lenders of any provision set forth in this Agreement that remains uncured for a period of three (3) Business Days after the receipt by the Consenting Term Loan Lenders of notice of such breach such that the non-breaching Consenting Term Loan Lenders hold less than two-thirds of the aggregate principal amount of outstanding Term Loans;

(b) following delivery of notice by the Company Parties pursuant to Section 8.01, the board of directors, board of managers, or such similar governing body of any Company Party (including any committee thereof) determines in good faith, upon the advice of outside legal counsel in accordance with Section 8 hereof, (i) that proceeding with any of the Restructuring Transactions would be inconsistent with the exercise of its fiduciary duties or applicable Law or (ii) in the exercise of its fiduciary duties, to pursue an Alternative Restructuring Proposal; provided that the Consenting Term Loan Lenders reserve all rights they may have to challenge the exercise by the Company Parties of their ability to terminate this Agreement pursuant to this Section 13.02(b);

(c) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order that (i) enjoins the consummation of a material portion of the Restructuring Transactions and (ii) remains in effect for thirty (30) Business Days after such terminating Company Party transmits a written notice in accordance with Section 16.10 hereof detailing any such issuance; provided, however, that the Company Parties have made commercially reasonable, good faith efforts to cure, vacate or have overruled such ruling or order prior to terminating this Agreement; provided, further, that this termination right shall not apply to or be exercised by any Company Party that sought or requested such ruling or order in contravention of any obligation or restriction set out in this Agreement;

(d) the Bankruptcy Court enters an order denying confirmation of the Plan; or

(e) the entry of an order by the Bankruptcy Court, or the filing of a motion or application by any Company Party seeking an order, (i) converting one or more of the Chapter 11 Cases of a Company Party to a case under chapter 7 of the Bankruptcy Code, (ii) appointing an examiner with expanded powers beyond those set forth in sections 1106(a)(3) and (4) of the Bankruptcy Code or a trustee in one or more of the Chapter 11 Cases of a Company Party, or (iii) rejecting this Agreement.

13.03. Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual written agreement among all of the following: (a) each Company Party; and (b) the Required Consenting Term Loan Lenders.

13.04. Automatic Termination. This Agreement shall terminate automatically without any further required action or notice immediately upon the Plan Effective Date.

13.05. Effect of Termination. Upon the occurrence of a Termination Date as to a Party, this Agreement shall be of no further force and effect as to such Party and each Party subject to such termination shall be released from its commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had, had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Restructuring Transactions or otherwise, that it would have been entitled to take had it not entered into this Agreement, including with respect to any and all Claims or Causes of Action; provided, however, that in no event shall any such termination relieve any Party from (a) liability for its breach or non-performance of its obligations under this Agreement prior to the Termination Date or (b) obligations under this Agreement which by their terms expressly survive a termination of this Agreement. Upon the occurrence of a Termination Date prior to the Confirmation Order being entered by a Bankruptcy Court, any and all consents or ballots tendered by the Parties subject to such termination before a Termination Date shall be deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring Transactions and this Agreement or otherwise; provided, however, that any Consenting Term Loan Lender withdrawing or changing its vote pursuant to this Section 13.05 shall promptly provide written notice of such withdrawal or change to each other Party to this Agreement and, if such withdrawal or change occurs on or after the Petition



Date, file notice of such withdrawal or change with the Bankruptcy Court. Nothing in this Agreement shall be construed as prohibiting a Company Party or any of the Consenting Term Loan Lenders from contesting whether any such termination is in accordance with its terms or to seek enforcement of any rights under this Agreement that arose or existed before a Termination Date. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict (a) any right of any Company Party or the ability of any Company Party to protect and reserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Consenting Term Loan Lender, and (b) any right of any Consenting Term Loan Lender, or the ability of any Consenting Term Loan Lender, to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any Company Party or Consenting Term Loan Lender. No purported termination of this Agreement shall be effective under this Section 13.05 or otherwise if the Party seeking to terminate this Agreement is in material breach of this Agreement, except a termination pursuant to Section 13.04. Nothing in this Section 13.05 shall restrict any Company Party's right to terminate this Agreement in accordance with Section 13.02(b).

13.06. Automatic Stay. The Company Parties acknowledge that the giving of notice of default or termination by any other Party pursuant to this Agreement shall not be a violation of the automatic stay under section 362 of the Bankruptcy Code, and the Company Parties hereby waive, to the fullest extent permitted by Law, the applicability of the automatic stay as it relates to any such notice being provided; provided that nothing herein shall prejudice any Party's rights to argue that the giving of notice of default or termination was not proper under the terms of this Agreement.

#### **Section 14. *Reserved.***

#### **Section 15. *Amendments and Waivers.***

(a) This Agreement (including as to the required content of and consent rights with respect to any Definitive Document) may not be modified, amended, or supplemented, and no condition or requirement of this Agreement may be waived, in any manner except in accordance with this Section 15.

(b) This Agreement may be modified, amended, or supplemented, or a condition or requirement of this Agreement may be waived, in a writing signed by: (a) each Company Party and (b) the Required Consenting Term Loan Lenders; provided, however, that (A) if the proposed modification, amendment, waiver, or supplement has a material, disproportionate, and adverse effect on any of the Company Claims/Interests held by a Consenting Term Loan Lender, then the consent of each such affected Consenting Term Loan Lender shall also be required to effectuate such modification, amendment, waiver or supplement and (B) any modification or amendment to the definitions of "Required Consenting Term Loan Lenders", "Required Consenting Superpriority Term Loan Lenders", and any other defined term whose definition affects the population covered thereby shall require the consent of all Consenting Superpriority Term Loan Lenders or Consenting Stub Term Loan Lenders, as applicable.

(c) Any proposed modification, amendment, waiver or supplement that does not comply with this Section 15 shall be ineffective and void *ab initio*.

(d) The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or 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 under this Agreement shall operate as a waiver of any such right, power or remedy or any provision of this Agreement, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise of such right, power or remedy or the exercise of any other right, power or remedy. All remedies under this Agreement are cumulative and are not exclusive of any other remedies provided by Law.

#### **Section 16. Miscellaneous.**

16.01. Acknowledgement. Notwithstanding any other provision herein, this Agreement is not and shall not be deemed to be an offer with respect to any securities or solicitation of votes for the acceptance of a plan of reorganization for purposes of sections 1125 and 1126 of the Bankruptcy Code or otherwise. Any such offer or solicitation will be made only in compliance with all applicable securities Laws, provisions of the Bankruptcy Code, and/or other applicable Law.

16.02. Exhibits Incorporated by Reference; Conflicts. Each of the exhibits, annexes, signatures pages, and schedules attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include such exhibits, annexes, and schedules. In the event of any inconsistency between this Agreement (without reference to the exhibits, annexes, and schedules hereto) and the exhibits, annexes, and schedules hereto, this Agreement (without reference to the exhibits, annexes, and schedules thereto) shall govern.

16.03. Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, from time to time, to effectuate the Restructuring Transactions, as applicable; provided, however, that this Section 16.03 shall not limit the right of any Party hereto to exercise any right or remedy provided for in this Agreement (including approval rights set forth in Section 3).

16.04. Complete Agreement. Except as otherwise explicitly provided herein, this Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, among the Parties with respect thereto, other than any Confidentiality Agreement.

16.05. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement, to the extent possible, in the Bankruptcy Court, and solely in connection with claims arising under this Agreement: (a) irrevocably submits to the exclusive jurisdiction of the Bankruptcy Court; (b) waives any objection to laying venue in any such action or proceeding in the Bankruptcy Court; and (c) waives any objection that the Bankruptcy Court is an inconvenient forum or does not have jurisdiction over any Party hereto.

16.06. TRIAL BY JURY WAIVER. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RESTRUCTURING TRANSACTIONS CONTEMPLATED HEREBY.

16.07. Execution of Agreement. This Agreement may be executed and delivered in any number of counterparts and by way of electronic signature and delivery, each such counterpart, when executed and delivered, shall be deemed an original, and all of which together shall constitute the same agreement. Except as expressly provided in this Agreement, each individual executing this Agreement on behalf of a Party has been duly authorized and empowered to execute and deliver this Agreement on behalf of said Party.

16.08. Rules of Construction. This Agreement is the product of negotiations among the Company Parties and the Consenting Term Loan Lenders, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof. The Company Parties and the Consenting Term Loan Lenders were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel.

16.09. Successors and Assigns; Third Parties. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as applicable. There are no third party beneficiaries under this Agreement, and, except as set forth in Section 9, the rights or obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other person or Entity.

16.10. Notices. All notices, consents, approvals, waivers or other communications required or permitted to be given hereunder shall be in writing sent by email or other electronic means and shall be deemed given upon transmission with confirmed delivery at the following addresses (or at such other addresses as shall be specified by the Parties by like notice), it being understood that any notice or other communication not sent by electronic means shall also require the contemporaneous email to the recipient:

(a) if to a Company Party, to:

Casa Systems, Inc.  
100 Old River Road  
Andover, MA 01810  
Attention: Timothy Rodenberger, General Counsel  
E-mail address: timothy.rodenberger@casa-systems.com

with copies to:

Sidley Austin LLP  
787 Seventh Avenue  
New York, New York 10019  
Attention: Stephen E. Hessler, Patrick Venter, and Margaret R. Alden  
E-mail address: shessler@sidley.com; pventer@sidley.com; malden@sidley.com

and

Sidley Austin LLP  
One South Dearborn  
Chicago, Illinois 60603  
Attention: Ryan L. Fink  
E-mail address: ryan.fink@sidley.com

(b) if to a Consenting Term Loan Lender, to the address or e-mail address set forth on such Consenting Term Loan Lender's signature page to this Agreement (or in the signature page to a Joinder or Transfer Agreement in the case of any Consenting Term Loan Lender that becomes a Party hereto after the Agreement Effective Date)

with copies to:

Akin Gump Strauss Hauer & Feld LLP  
One Bryant Park  
Bank of America Tower  
New York, NY 10036  
Attention: Philip Dublin, Daniel I. Fisher, Alan J. Feld and Kevin Eide  
E-mail address: pdublin@akingump.com; dfisher@akingump.com; ajfeld@akingump.com; keide@akingump.com

16.11. Independent Due Diligence and Decision Making. Each Consenting Term Loan Lender hereby confirms that its decision to execute this Agreement has been based upon its independent investigation of the operations, businesses, financial and other conditions, and prospects of the Company Parties.

16.12. Enforceability of Agreement. Each of the Parties to the extent enforceable waives any right to assert that the exercise of termination rights under this Agreement is subject to the automatic stay provisions of the Bankruptcy Code, and expressly stipulates and consents hereunder to the prospective modification of the automatic stay provisions of the Bankruptcy Code for purposes of exercising termination rights under this Agreement, to the extent the Bankruptcy Court determines that such relief is required.

16.13. Waiver. If the Restructuring Transactions are not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms or the payment of damages to which a Party may be entitled under this Agreement.

16.14. Specific Performance. It is understood and agreed by the Parties that money damages would be an insufficient remedy for any breach of this Agreement by any Party, and each non-breaching Party shall be entitled to specific performance and injunctive or other equitable relief (without the posting of any bond and without proof of actual damages) as a remedy of any such breach, including an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder.

16.15. Several, Not Joint, Claims. Except where otherwise specified, the agreements, representations, warranties, and obligations of the Parties under this Agreement are, in all respects, several and not joint and several.

16.16. Severability and Construction. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect if essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

16.17. Remedies Cumulative. All rights, powers, and remedies provided under this Agreement or otherwise available in respect hereof at Law or in equity shall be cumulative and not alternative, and the exercise of any right, power, or remedy thereof by any Party shall not preclude the simultaneous or later exercise of any other such right, power, or remedy by such Party.

16.18. Capacities of Consenting Term Loan Lenders. Each Consenting Term Loan Lender has entered into this Agreement on account of all Company Claims/Interests that it holds (directly or through discretionary accounts that it manages or advises) other than as set forth in Section 9.05 and, except where otherwise specified in this Agreement, shall take or refrain from taking all actions that it is obligated to take or refrain from taking under this Agreement with respect to all such Company Claims/Interests.

16.19. Survival. Notwithstanding (i) any Transfer of any Company Claims/Interests in accordance with this Agreement or (ii) the termination of this Agreement in accordance with its terms, the agreements and obligations of the Parties in Sections 9, 13.05 and 16, and any defined terms needed for the interpretation of any such Sections and the Confidentiality Agreements shall survive such Transfer and/or termination and shall continue in full force and effect for the benefit of the Parties in accordance with the terms hereof and thereof.

16.20. Email Consents. Where a written consent, acceptance, approval, or waiver is required pursuant to or contemplated by this Agreement, pursuant to Section 3.02, Section 15, or otherwise, including a written approval by the Company Parties or the Required Consenting Term Loan Lenders, such written consent, acceptance, approval, or waiver shall be deemed to have occurred if, by agreement between counsel to the Parties submitting and receiving such consent, acceptance, approval, or waiver, it is conveyed in writing (including electronic mail) between each such counsel without representations or warranties of any kind on behalf of such counsel.

#### 16.21. Relationship Among Parties.

(a) None of the Consenting Term Loan Lenders shall have by virtue of this Agreement any fiduciary duty or any other duty of trust or confidence in any form to each other, any Consenting Term Loan Lender, any Company Party or Affiliate thereof, or any of the Company Parties' or their respective Affiliates' creditors or other stakeholders. None of the Consenting Term Loan Lenders shall have by virtue of this Agreement any duties or responsibilities to each other, any Consenting Term Loan Lender, any Company Party or Affiliate thereof, or any of the Company Parties' or their respective Affiliates' creditors or other stakeholders, and there are no commitments among or between the Consenting Term Loan Lenders, except as expressly set forth in this Agreement. It is understood and agreed that any Consenting Term Loan Lender may trade in any debt or equity Securities of any Company Parties without the consent of the Company Parties or any other Consenting Term Loan Lender, subject to applicable securities Laws, the terms of this Agreement, and the terms of the Definitive Documents. No prior history, pattern or practice of sharing confidences among or between any of the Consenting Term Loan Lenders, and/or the Company Parties shall in any way affect or negate this understanding and agreement. The Parties acknowledge that this Agreement does not constitute an agreement, arrangement, or understanding with respect to acting together for the purpose of acquiring, holding, voting, or disposing of any Securities of any of the Company Parties and shall not be deemed, as a result of its entering into and performing its obligations under this Agreement, to constitute a "group" within the meaning of Section 13(d)(3) of the Exchange Act or Rule 13d-5 promulgated thereunder. For the avoidance of doubt: (1) each Consenting Term Loan Lender is entering into this Agreement directly with the Company Parties and not with any other Consenting Term Loan Lender, (2) no other Consenting Term Loan Lender shall have any right to bring any action against any other Consenting Term Loan Lender with respect to this Agreement (or any breach thereof), other than in accordance with this Agreement, and (3) no Consenting Term Loan Lender shall, nor shall any action taken by a Consenting Term Loan Lender pursuant to this Agreement, be deemed to be acting in concert or as any group with any other Consenting Term Loan Lender with respect to the obligations under this Agreement, nor shall this Agreement create a presumption that the Consenting Term Loan Lenders are in any way acting as a group. All rights under this Agreement are separately granted to each Consenting Term Loan Lender by the Company Parties and vice versa, and the use of a single document is for the convenience of the Parties. Each Party's decision to commit to enter into the transactions contemplated by this Agreement has been made independently and is based upon its own business judgment with the understanding that no Company Party has made any representations or warranties as to the success of the Restructuring Transactions or, ultimately, the confirmation of the Plan.

(b) The Company Parties understand that the Consenting Term Loan Lenders are engaged in a wide range of financial services and businesses, and, in furtherance of the foregoing, the Company Parties acknowledge and agree that the obligations set forth in this Agreement shall only apply to the trading desk(s) and/or business group(s) of the Consenting Term Loan Lenders that principally manage and/or supervise the Consenting Term Loan Lender's investment in the Company Parties, and shall not apply to any other trading desk or business group of the Consenting Term Loan Lender so long as they are not acting at the direction or for the benefit of such Consenting Term Loan Lender and so long as confidentiality is maintained consistent with any applicable Confidentiality Agreement.

16.22. No Recourse. This Agreement may only be enforced against the named Parties hereto (and then only to the extent of the specific obligations undertaken by such Parties in this Agreement). All claims or Causes of Action (whether in contract, tort, equity, or any other theory) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement, may be made only against the persons that are expressly identified as Parties hereto (and then only to the extent of the specific obligations undertaken by such Parties herein). No past, present or future direct or indirect director, manager, officer, employee,

incorporator, member, partner, stockholder, equity holder, trustee, affiliate, controlling person, agent, attorney, or other representative of any Party hereto (including any person negotiating or executing this Agreement on behalf of a Party hereto), nor any past, present, or future direct or indirect director, manager, officer, employee, incorporator, member, partner, stockholder, equity holder, trustee, affiliate, controlling person, agent, attorney, or other representative of any of the foregoing (other than any of the foregoing that is a Party hereto), shall have any liability with respect to this Agreement or with respect to any proceeding (whether in contract, tort, equity, or any other theory that seeks to “pierce the corporate veil” or impose liability of an Entity against its owners or Affiliates or otherwise) that may arise out of or relate to this Agreement, or the negotiation, execution, or performance of this Agreement.

16.23. Publicity and Confidentiality. Except as required by Law, no Party or its advisors shall (a) use the name of any Consenting Term Loan Lender in any public manner (including in any press release) with respect to this Agreement, the Restructuring Transactions or any of the Definitive Documents or (b) disclose to any person (including, for the avoidance of doubt, any other Consenting Term Loan Lender), other than advisors to the Company Parties (who are under obligations of confidentiality to the Company Parties with respect to such disclosure and whose compliance with such obligations the Company Parties shall be responsible for), the principal amount or percentage of any Claims held by any Consenting Term Loan Lender (including, for the avoidance of doubt, any Claims acquired pursuant to any Transfer) without such Consenting Term Loan Lender’s prior written consent (it being understood and agreed that each Consenting Term Loan Lender’s signature page to this Agreement shall be redacted to remove the name of such Consenting Term Loan Lender and the amount and/or percentage of Claims held by such Consenting Term Loan Lender); provided, however, that (i) if such disclosure is required by Law, advance notice of the intent to disclose, if permitted by applicable Law, shall be given by the disclosing Party to each Consenting Term Loan Lender (who shall have the right to seek a protective order prior to disclosure) and (ii) the foregoing shall not prohibit the disclosure of the aggregate percentage or aggregate principal amount of Claims held by the Consenting Term Loan Lenders. The Company Parties further agree that such information shall be redacted from “closing sets” or other representations of the fully executed Agreement, any Joinder or Transfer Agreement. Notwithstanding the foregoing, the Company Parties will submit to Akin and FTI all press releases, public filings, public announcements, or other communications with any news media, in each case, to be made by any of the Company Parties relating to this Agreement or the transactions contemplated hereby and any amendments thereof (each, an “Announcement”) and will use reasonable best efforts to submit any such Announcement at least two (2) Business Days before the public disclosure of such Announcement unless not feasible pursuant to applicable Law and with respect to which such parties shall have consent rights.

*[Signature Pages Follow]*

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



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**Company Parties' Signature Page to  
the Restructuring Support Agreement**

**CASA SYSTEMS, INC.**

**CASA SYSTEMS SECURITIES CORPORATION**

**CASA SYSTEMS CANADA LTD.**

**CASA SYSTEMS B.V.**

**CASA COMMUNICATIONS LIMITED**

**CASA SYSTEMS SAS**

**CASA TECHNOLOGIES LIMITED**

*/s/ Edward Durkin*

---

Name: Edward Durkin

Title: Chief Financial Office

---

**Company Parties' Signature Page to  
the Restructuring Support Agreement**

**CASA PROPERTIES LLC**

CASA SYSTEMS, INC., its sole member

*/s/ Edward Durkin*

\_\_\_\_\_  
Name: Edward Durkin

Title: Authorized Signatory

---

**Company Parties' Signature Page to  
the Restructuring Support Agreement**

**CASA COMMUNICATIONS TECHNOLOGY S.L.**

*/s/ Timothy Rodenberger*

---

Name: Timothy Rodenberger

Title: Authorized Signatory

**Company Parties' Signature Page to  
the Restructuring Support Agreement**

**GUANGZHOU CASA COMMUNICATIONS LTD**

/s/ Sophie (Rongke) Xie  
Name: Sophie (Rongke) Xie  
Title: Executive Director, Legal Representative

---

**Consenting Term Loan Lender Signature Page to  
the Restructuring Support Agreement**

*[Consenting Term Loan Lender Signature Pages are on file with the Company Parties.]*

---

**EXHIBIT A**

**Company Parties**

1. Casa Systems, Inc.
2. Casa Systems Securities Corporation
3. Casa Properties LLC
4. Casa Systems Canada Ltd.
5. Casa Systems B.V.
6. Casa Communications Limited
7. Casa Communications Technology S.L.
8. Casa Systems SAS
9. Casa Technologies Limited
10. Guangzhou Cassa Communications Ltd

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**EXHIBIT B**

**The Plan**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

CASA SYSTEMS, INC., *et al.*<sup>1</sup>

Debtors.

Chapter 11

Case No. 24-\_\_\_\_ (\_\_\_\_)

(Joint Administration Requested)

**JOINT PLAN OF LIQUIDATION  
OF CASA SYSTEMS, INC. AND ITS DEBTOR AFFILIATES**

**YOUNG CONAWAY STARGATT & TAYLOR, LLP**

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*Proposed Co-Counsel to the Debtors and  
Debtors in Possession*

<sup>1</sup> The Debtors in these chapter 11 cases, together with the last four digits of the Debtors' federal tax identification number, are Casa Systems, Inc. (8867), Casa Systems Securities Corporation (1151), and Casa Properties LLC (6767). The Debtors' service address is 100 Old River Road, Andover, MA 01810.



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## **INTRODUCTION**

Casa Systems, Inc. and certain of its affiliates (collectively, the “**Debtors**”) propose this liquidating chapter 11 plan (the “**Plan**”)<sup>1</sup> under section 1121 of the Bankruptcy Code. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code. Supplemental agreements and documents referenced in this Plan and the Disclosure Statement are available for review on both the Bankruptcy Court’s docket and on the Debtors’ case information website: <https://dm.epiq11.com/CasaSystems>.

Reference is made to the Disclosure Statement Filed contemporaneously with this Plan for a discussion of the Debtors’ history, business, prepetition capital structure, and liquidation analysis, as well as a summary and analysis of the Plan and certain related matters, including distributions to be made under this Plan.

**ALL HOLDERS OF CLAIMS AND INTERESTS ARE ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.**

## **ARTICLE I. DEFINED TERMS AND RULES OF INTERPRETATION**

### **A. Defined Terms.**

“*Ad Hoc Group Advisors*” means Akin Gump Strauss Hauer & Feld LLP, as counsel, Blank Rome LLP, as Delaware local counsel, Ashurst LLP, as Australian counsel, and FTI Consulting, Inc., as financial advisor, in each case retained by or representing the Ad Hoc Group in connection with the Chapter 11 Cases.

“*Ad Hoc Group*” means the ad hoc group of Holders (and/or their investment advisors or managers) of Superpriority Term Loan Claims and Stub Term Loan Claims represented by the Ad Hoc Group Advisors.

“*Administrative Claim*” means a Claim incurred by the Debtors on or after the Petition Date and before the Effective Date for costs and expenses of administration of the Chapter 11 Cases entitled to priority pursuant to sections 503(b), 507(a), or 507(b) of the Bankruptcy Code, including: (1) the actual and necessary costs and expenses of preserving the Estates and operating the businesses of the Debtors incurred on or after the Petition Date and through the Effective Date; (2) Allowed Professional Fee Claims; and (3) all fees and charges assessed against the Estates pursuant to section 1930 of chapter 123 of title 28 of the United States Code.

“*Administrative Claims Bar Date*” means the deadline for Filing all requests for allowance and payment of Administrative Claims, which, except in the case of Professional Fee Claims, shall be thirty (30) days after the Effective Date. Professional Fee Claims shall be filed in accordance with the provisions of Article II.C. herein.

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<sup>1</sup> Capitalized terms used but not immediately defined herein have the meaning ascribed to such terms as set forth below.

“*Affiliate*” has the meaning set forth in section 101(2) of the Bankruptcy Code as if such entity was a debtor in a case under the Bankruptcy Code.

“*Allowed*” means, with respect to any Claim, except as otherwise provided in the Plan: (1) a Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim has been Filed; or (2) a Claim Allowed pursuant to the Plan or a Final Order of the Bankruptcy Court; *provided* that with respect to a Claim described in clause (1) above, such Claim shall be considered Allowed only if, and to the extent that, with respect to such Claim, no objection to the allowance thereof has been Filed by the Debtors, the Plan Administrator, or any other party in interest within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or such an objection was so Filed and the Claim shall have been Allowed by a Final Order of the Bankruptcy Court. Notwithstanding anything to the contrary herein, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes the Debtors or Plan Administrator, as applicable. “*Allow*” and “*Allowing*” shall have correlative meanings.

“*Asset Purchase Agreement*” means a negotiated asset purchase agreement (as such may be amended, supplemented, or modified from time to time) by and among any of the Debtors, as seller(s), and a Purchaser, as buyer for the sale of some or all of the Debtors’ assets according to the terms set forth therein.

“*Avoidance Actions*” means any and all actual or potential avoidance, recovery, subordination, or other Claims, Causes of Action, or remedies that may be brought by or on behalf of the Debtors or their Estates or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy law, including Claims, Causes of Action, or remedies under sections 502, 510, 542, 544, 545, 547 through 553, and 724(a) of the Bankruptcy Code or under similar local, state, federal, or foreign statutes and common law, including fraudulent and voidable transfer laws.

“*Ballots*” means ballots provided to each of the Holders of Claims entitled to vote to accept or reject the Plan in accordance with the procedures governing the solicitation process as set forth in this Plan and the Disclosure Statement.

“*Bankruptcy Code*” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as amended from time to time.

“*Bankruptcy Court*” means the United States Bankruptcy Court for the District of Delaware.

“*Bankruptcy Rules*” means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of title 28 of the United States Code and the general, local, and chambers rules of the Bankruptcy Court, each, as amended from time to time.

“*Bar Date*” means, as applicable, the Administrative Claims Bar Date, and any other date or dates established by an order of the Bankruptcy Court by which Proofs of Claim must be Filed, including the general bar date and bar date for Governmental Units, each as determined by order of the Bankruptcy Court. Notwithstanding the foregoing, the Professional Fee Claims shall be Filed in accordance with Article II.C. herein and shall not otherwise be subject to the Bar Date.

“*Bidding Procedures Motion*” means the Debtors’ Motion for Entry of (I) An Order (A) Approving the Bidding Procedures; (B) Approving the Selection of Stalking Horse Purchaser; (C) Approving the Debtors’ Entry into the Stalking Horse APA and Approving Bid Protections; (D) Scheduling Auction and the Sale Hearing; (E) Approving Form and Manner of Sale Notice; (F) Approving Form and Manner of Potential Assumption and Assignment Notice; (G) Approving Form and Manner of Notice of Successful Bidder; (H) Approving Assumption and Assignment Procedures and (I) Granting Related Relief; and (II) An Order (A) Approving the Sale of the Assets Free and Clear of Liens, Claims, Interests and Encumbrances; (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases and (C) Granting Related Relief [Docket No. \_\_\_\_].

“*Bidding Procedures Order*” means the order of the Bankruptcy Court approving the Bidding Procedures Motion.

“*Business Day*” means any day other than a Saturday, Sunday, or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the State of New York.

“*Cable Stalking Horse APA*” means that certain binding stalking horse purchase agreement providing for the purchase and sale of assets related to the Debtors’ business of developing, manufacturing, marketing, distributing, selling, servicing and supporting broadband hardware, software and equipment and related services, including all cable modem termination systems (CMTS), converged cable access platforms (CCAP), virtual converged cable access platforms (vCCAP), distributed access architecture (DAA), Casa video core (CVC), intelligent access controller (IAC) product solutions, virtual broadband network gateway (vBNG) and multi-service router (MSR), excluding any products exclusively used for 4G and 5G wireless infrastructure including 4G/5G Mobile Core, Apex-branded Small Cell solutions, Aurus-branded Fixed Wireless Devices, and IoT routers. The Business shall specifically include CMTS, I-CCAP, vCMTS, vCCAP, vBNG, vWAG, all DAA node platforms, Video Core, IAC, 10G EPON DPoE Bridge/Voice ONU, IA 10G EPON DPoE Remote OLT, Remote PHY Shelf and Out-of-Band Core product solutions and related services.

“*Cable Stalking Horse Bidder*” means Vecima Technology Inc.

“*CAD Assets*” means any equity and/or assets of Casa Technologies Pty Ltd and/or its direct and indirect subsidiaries.

“*Cash*” means cash in legal tender of the United States of America and cash equivalents, including bank deposits, checks, and other similar items.

“*Cash Collateral Order*” means the Interim Cash Collateral Order and the Final Cash Collateral Order.

*“Causes of Action”* means any claims, interests, damages, remedies, causes of action, demands, rights, actions, controversies, proceedings, agreements, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, whether arising before, on, or after the Petition Date, in contract, tort, law, equity, or otherwise. Causes of Action also include: (1) all rights of setoff, counterclaim, or recoupment and claims under contracts or for breaches of duties imposed by law or in equity; (2) claims pursuant to federal securities law; (3) the right to object to or otherwise contest Claims or Interests and any Claims Objections; (4) claims pursuant to section 362 or chapter 5 of the Bankruptcy Code; (5) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code; (6) any avoidance actions arising under chapter 5 of the Bankruptcy Code or under similar local, state, federal, or foreign statutes and common law, including fraudulent transfer laws; and (7) claims pursuant to section 505 of the Bankruptcy Code.

*“Chapter 11 Cases”* means these chapter 11 cases Filed by the Debtors on the Petition Date in the Bankruptcy Court.

*“Claim”* means any “claim,” as defined in section 101(5) of the Bankruptcy Code, against any of the Debtors or the Estates.

*“Claims Objection”* means an objection to the allowance of a claim as set forth in section 502 of the Bankruptcy Code, Bankruptcy Rule 3007, and/or any Bankruptcy Court order regarding omnibus claims objections.

*“Claims Objection Bar Date”* means the date that is one hundred and eighty (180) days after the Effective Date, which date may be extended upon presentment of an order to the Bankruptcy Court by the Plan Administrator.

*“Claims Register”* means the official register managed by the Notice and Claims Agent reflecting Claims against and Interests in the Debtors.

*“Class”* means a category of Claims or Interests as established by and set forth in Article III herein pursuant to section 1122(a) of the Bankruptcy Code.

*“Cloud/RAN Sale”* means any sale transaction pursuant to the terms of the Cloud/RAN APA.

*“Cloud/RAN APA”* means that certain binding asset purchase agreement providing for the purchase and sale of assets related to the Debtors’ cloud/RAN business, including, without limitation, it 4G/5G core, small cell core, security gateway (SeGW), cellular IoT serving gateway node (C-SGN), evolved packet core (EPC), application gateway function (AGF), home next generation node B 4G/5G (HeNB-GW HgNB-GW), evolved packet data gateway (ePDG), non-3GPP interworking function (N3IWF), Axyom network manager (ANM), Axyom element management system (AeMSA), and Apex radio access network (RAN) solutions – 4G, 4G/5G, and 5G radio solutions.

*“Cloud/RAN Purchaser”* means Lumine Group US Holdco Inc.



“*Combined Hearing*” means the hearing(s) conducted by the Bankruptcy Court to consider (1) final approval of the adequacy of the Disclosure Statement under section 1125 of the Bankruptcy Code and (2) confirmation of the proposed Plan under section 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.

“*Committee*” means any official committee of unsecured creditors appointed by the U.S. Trustee under section 1102(b) of the Bankruptcy Code in these Chapter 11 Cases.

“*Confirmation Date*” means the date upon which the Bankruptcy Code enters the Confirmation Order on the docket in these Chapter 11 Cases.

“*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

“*Consenting Term Loan Lenders*” means those certain Superpriority Term Loan Lenders and Stub Term Loan Lenders (and/or their respective investment advisors or managers) that are party to the RSA and any other Entity that has joined the RSA in such capacity.

“*Consummation*” means the occurrence of the Effective Date.

“*Cure*” means all amounts, including an amount of \$0.00, required to cure any monetary defaults under any Executory Contract or Unexpired Lease (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) that is to be assumed or assumed and assigned by the Debtors pursuant to this Plan.

“*D&O Liability Insurance Policies*” means all directors’, managers’, and officers’ liability insurance policies (including any “tail policy”) that have been issued to provide coverage at any time to current and/or former directors, managers, officers and employees of the Debtors to which the Debtors are a party as of the Effective Date.

“*Debtors*” means Casa Systems, Inc., Casa Systems Securities Corporation, and Casa Properties LLC, each as a debtor and debtor in possession.

“*Debtor Releases*” means the releases set forth in Article IX herein.

“*Definitive Documents*” has the meaning ascribed to such term in the RSA.

“*Disbursing Agent*” means the Debtors, the Plan Administrator, or the Person or Entit(ies) selected by the Plan Administrator, as applicable, to make or to facilitate the Plan Distributions, or to make any disbursements on behalf of any Debtor or on account of an obligation of any Debtor.

“*Disclosure Statement*” means the *Disclosure Statement Relating to the Joint Chapter 11 Plan of Liquidation of Casa Systems, Inc. and its Debtor Affiliates*, dated April 3, 2024 (as such may be amended, supplemented, or modified from time to time thereafter), including all exhibits and schedules thereto.

“*Disputed*” means, with respect to any Claim or Interest, any Claim or Interest: (1) listed on the Schedules as unliquidated, disputed or contingent, unless a Proof of Claim has been Filed in a liquidated and non-contingent amount and no objection to such Proof of Claim has been timely filed; (2) included in a Proof of Claim as to which an objection or request for estimation has been timely filed, or as to which the Debtor, the Plan Administrator, or other parties in interest retain the ability to interpose a timely objection or request for estimation; or (3) which is otherwise disputed by the Debtor or the Plan Administrator in accordance with applicable law and for which the objection, request for estimation, or dispute has not been withdrawn or determined by a Final Order. Claims that are Allowed by the Plan or that have been Allowed by a Final Order shall not be Disputed Claims.

“*Distribution Record Date*” means the date for determining which Holders of Claims are eligible to receive distributions under the Plan, which date shall be the Effective Date or such other date as designated in a Final Order of the Bankruptcy Court.

“*Distribution Waterfall*” means the order of distribution of the Net Distributable Proceeds, if any, following the Effective Date, which order shall be: (i) *first*, to Holders of Class 4 General Unsecured Claims in full and final satisfaction of such Claims; and (ii) *second*, to the extent Net Distributable Proceeds remain, to Holders of Class 6 Section 510(b) Claims and Holders of Class 7 Existing Equity Interests on a *pro rata* basis in full and final satisfaction of such Claims and Interests.

“*Effective Date*” means the date that is the first calendar Day after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect; (b) all conditions precedent to the occurrence of the Effective Date have been satisfied or waived in accordance with the Plan; and (c) the Debtors declare the Plan effective.

“*Entity*” has the meaning set forth in section 101(15) of the Bankruptcy Code.

“*Estate*” means the estate of any Debtor created under sections 301 and 541 of the Bankruptcy Code upon the commencement of the applicable Debtor’s Chapter 11 Case.

“*Exchange Agreement*” means that certain exchange agreement dated as of June 15, 2023 by and among Casa Systems, Inc., the lenders party thereto, and JPMorgan Chase Bank, N.A., as administrative agent under the Original Credit Agreement and the Superpriority Credit Agreement for the limited purposes enumerated in the Exchange Agreement.

“*Exculpated Party*” means collectively, and in each case, in its capacity as such: (a) the Debtors; (b) the Debtors’ directors and officers who served at any time between the Petition Date and the Effective Date; (c) the managing members of those Debtors who are limited liability companies; (d) such Released Parties that are fiduciaries to the Debtors’ Estates; (e) the Committee; (f) the members of the Committee in their capacity as such; (g) the individual persons who served on the Committee on behalf of any member of the Committee; and (h) all Professionals retained by the Debtors and the Committee in these Chapter 11 Cases.

“*Executory Contract*” means a contract to which any of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

“*Existing Equity Interests*” means the existing Interests in Casa Systems, Inc.

“File,” “Filed,” or “Filing” means file, filed, or filing with the Bankruptcy Court or its authorized designee in the Chapter 11 Cases, or in the case of a Proof of Claim, the Notice and Claims Agent.

“Final Cash Collateral Order” means the *Final Order (I) Authorizing the Limited Use of Cash Collateral; (II) Granting Adequate Protection Liens and Superpriority Administrative Expenses to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* [Docket No. \_\_\_\_].

“Final Order” means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter that has not been reversed, stayed, modified, or amended, and as to which the time to appeal, seek leave to appeal, seek reconsideration under Rule 59(b) or 59(e) of the Federal Rules of Civil Procedure, seek a new trial, reargument, or rehearing and, where applicable, petition for certiorari has expired and no appeal, motion for leave to appeal, motion for reconsideration under Rule 59(b) or 59(e) of the Federal Rules of Civil Procedure, motion for a new trial, reargument or rehearing or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought, or as to which any motion for reconsideration that has been filed pursuant to Rule 59(b) or 59(e) of the Federal Rules of Civil Procedure or any motion for a new trial, reargument, or rehearing shall have been denied, resulted in no modification of such order, or has otherwise been dismissed with prejudice; provided that the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024, or any analogous rule, may be filed relating to such order or judgment shall not cause such order or judgment not to be a Final Order.

“General Unsecured Claims” means any Claim other than a(n): (a) Administrative Claim; (b) Professional Fee Claim; (c) Priority Tax Claim; (d) Other Secured Claim; (e) Other Priority Claim; (f) Term Loan Credit Facility Claim; (g) Section 510(b) Claim; or (h) Intercompany Claim.

“Governmental Unit(s)” means a “governmental unit,” as defined in section 101(27) of the Bankruptcy Code.

“Holder” means a Person or Entity, as applicable, holding a Claim against or an Interest in any of the Debtors.

“Impaired” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is “impaired” within the meaning of section 1124 of the Bankruptcy Code.

“Indemnification Obligations” means, collectively, each of the Debtors’ indemnification obligations (whether in charters, bylaws, limited liability company agreements, or other organizational documents) in place as of the Effective Date to indemnify current and former officers, directors, agents, or employees with respect to all present and future actions, suits, and proceedings against the Debtors or such officers, directors, agents, or employees based upon any act or omission for or on behalf of the Debtors.

“Insider” has the meaning set forth in section 101(31) of the Bankruptcy Code.

“*Insurance Policies*” means all insurance policies that have been issued at any time to provide coverage to the Debtors and all agreements, documents, or instruments relating thereto, *provided* that it does not include any such policies that are, or have been, assumed and assigned to the Purchaser(s) on or before the Effective Date pursuant to the Asset Purchase Agreement(s), the Sale Orders, and section 365 of the Bankruptcy Code.

“*Intercompany Claim*” means any Claim held by a Debtor or an Affiliate against a Debtor or an Affiliate of a Debtor.

“*Intercompany Interest*” means an Interest in a Debtor that is held by another Debtor or an Affiliate of a Debtor.

“*Interest(s)*” means an equity security (as defined in section 101(16) of the Bankruptcy Code) of the Debtors, including all shares, common stock, preferred stock, or other instrument evidencing any fixed or contingent ownership interest in the Debtors, whether or not transferable, and any option, warrant, or other right, contractual or otherwise, to acquire any such interest in the Debtors, whether fully vested or vesting in the future, including without limitation, equity or equity-based incentives, grants, or other instruments issued, granted, or promised to be granted to current or former employees, directors, officers, or contractors of the Debtors, to acquire any such interest in the Debtors.

“*Interim Cash Collateral Order*” means the *Interim Order (I) Authorizing the Limited Use of Cash Collateral; (II) Granting Adequate Protection Liens and Superpriority Administrative Expenses to the Prepetition Secured Parties; (III) Modifying the Automatic Stay; (IV) Scheduling a Final Hearing; and (V) Granting Related Relief* [Docket No. \_\_\_\_].

“*IRS Form*” means IRS Form W-9, W-8BEN, any acceptable substitute, or any other tax information form that the Plan Administrator may require from a holder of a Claim for a distribution under the Plan.

“*Lien*” means a “lien,” as defined in section 101(37) of the Bankruptcy Code.

“*Liquidation Analysis*” means the analysis of a liquidation scenario under chapter 7 of the Bankruptcy Code for these Debtors, to be filed with the Disclosure Statement filed concurrently with the Plan or part of any Plan Supplement or other filing or notice Filed and noticed prior to or concurrently with distribution of the Ballots and Notice of Non-Voting Status Package.

“*Net Distributable Assets*” shall mean any assets not sold pursuant to the Sale Transactions, along with any other claim, cause of action, or right of recovery, including Avoidance Actions, held by the Debtors and preserved pursuant to this Plan.

“*Net Distributable Proceeds*” shall mean any proceeds from the Sale Transactions or from the liquidation of the Net Distributable Assets available for distribution after: (1) payment of the Administrative Claims, Professional Fee Claims, Priority Tax Claims, Other Secured Claims, Other Priority Claims, and Term Loan Facility Claims, each according to the terms set forth herein; and (2) reserving the Wind-Down Amount.

*“Non-Debtor Insolvency Proceeding”* means any foreign insolvency proceedings involving or relating to any Debtor Affiliate.

*“Notice and Claims Agent”* means Epiq Corporate Restructuring, LLC, in its capacity as noticing, claims, and solicitation agent for the Debtors.

*“Notice of Non-Voting Status Package”* means the materials sent to Holders of Claims and Interests not entitled to vote to accept or reject the Plan in accordance with the procedures governing the solicitation process as set forth in this Plan and the Disclosure Statement.

*“OCP”* means an ordinary course professional whose retention and compensation has been authorized by the Bankruptcy Court by entry of an OCP Order.

*“OCP Order”* means an order entered by the Bankruptcy Court approving the Debtors’ motion or motions to retain and compensate certain OCPs in the ordinary course of business.

*“Original Credit Agreement”* means that certain credit agreement dated as of December 20, 2016, among Casa Systems, Inc., the Prepetition Lenders, JPMorgan Chase Bank, N.A. as administrative agent, and JPMorgan Chase Bank, N.A. and Barclays Bank PLC as joint lead arrangers and joint bookrunners.

*“Original Term Loan Facility”* means that certain term loan facility originally consisting of \$300 million pursuant to the Original Credit Agreement.

*“Other Priority Claim”* means a Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment under section 507(a) of the Bankruptcy Code.

*“Other Secured Claim”* means any Secured Claim against the Debtors, other than a Term Loan Facility Claim.

*“Person”* means a “person” as defined in section 101(41) of the Bankruptcy Code.

*“Petition Date”* the date on which each of the Debtors Filed their voluntary petitions for relief under chapter 11 of the Bankruptcy Code, thereby commencing these Chapter 11 Cases.

*“Plan”* means this joint plan of liquidation under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, modified, or supplemented from time to time, including all exhibits and schedules hereto.

*“Plan Administrator”* means the Person or Entity, or any successor thereto, appointed by the Debtors, with the consent of the Required Consenting Term Loan Lenders (such consent not to be unreasonably withheld or delayed), on the Effective Date to administer to the wind-down of the Debtors and who will have the powers and authorities set forth in this Plan, including the making of any Plan Distributions that may arise after the Effective Date or any other duties or responsibilities set forth herein. The identity of the Plan Administrator will be disclosed in the Plan Supplement.

“*Plan Administrator Agreement*” means the agreement among the Plan Administrator and the Debtors regarding the administration of the Debtors’ assets and other matters, a form of which will be Filed as part of the Plan Supplement.

“*Plan Distribution*” means a payment or distribution to holders of Allowed Claims or other eligible Entities under this Plan.

“*Plan Supplement*” means a supplemental appendix to the Plan consisting of documents and forms of documents, agreements, schedules, and exhibits to the Plan, which shall be Filed by the Debtors no later than seven (7) days prior to the Voting Deadline. The Plan Supplement shall include, among other things, (1) the identity and compensation of the Plan Administrator; (2) the Plan Administrator Agreement; (3) to the extent known, the identity of any insider that will be employed or retained by the Plan Administrator; (4) the Liquidation Analysis (if not previously Filed); (5) to the extent applicable, a Schedule of Assumed Executory Contracts and Unexpired Leases; (6) to the extent applicable, a Schedule of Retained Causes of Action; and (7) any other documentation necessary to effectuate the Plan or that is contemplated by the Plan.

“*Priority Claims Amount*” means that certain amount to be determined by the Debtors and the Required Consenting Term Loan Lenders as necessary to pay Allowed Administrative Claims, Priority Tax Claims, Other Secured Claims and Other Priority Claims; *provided*, that such amount shall not exceed the Priority Claims Amount Cap; *provided, further* that, to the extent the Allowed amount of all Priority Tax Claims and Administrative Claims solely pursuant to section 503(b)(1)(B) of the Bankruptcy Code is less than \$2.6 million, then, at the Debtors’ discretion, the Debtors may use an amount equal to thirty seven and one half percent (37.5%) of the difference between \$2.6 million and the Allowed amount of all Priority Tax Claims and Administrative Claims solely pursuant to section 503(b)(1)(B) of the Bankruptcy Code to exceed (i) the Priority Claims Amount Cap by such amount and/or (ii) the \$2 million Wind-Down Amount by such amount.

“*Priority Claims Amount Cap*” means \$3.3 million plus any expense reimbursement and/or break-up fee set forth in the Sale Documents and/or approved under the Cash Collateral Order to the extent not previously paid prior to the Effective Date.

“*Prepetition Agents*” means the administrative agents, collateral agents and other agents party to the Original Credit Agreement and Superpriority Credit Agreement.

“*Prepetition Lenders*” means the various lenders party to the Original Credit Agreement.

“*Priority Tax Claim*” means a Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

“*Professional*” means a Person or Entity: (1) employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to or on the Confirmation Date, pursuant to sections 327, 328, 329, 330, 331, and 363 of the Bankruptcy Code; or (2) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

*“Professional Fee Claim”* means a Claim (1) by a Professional seeking an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred after the Petition Date and on or before the Effective Date under sections 328, 330, 331, or 503(b)(2) of the Bankruptcy Code, as applicable; or (2) by an OCP for compensation for services rendered or reimbursement of expenses incurred after the Petition Date and on or before the Effective Date pursuant to the OCP Order.

*“Professional Fee Reserve Account”* means the reserve account established and funded by the Debtors prior to the Effective Date to satisfy the accrued but unpaid Professional Fee Claims of the Professionals.

*“Proof of Claim”* means a proof of Claim Filed against any of the Debtors in these Chapter 11 Cases.

*“Purchaser(s)”* means the Person(s) or Entity(ies) who purchase some or all the Debtors’ assets pursuant to the Asset Purchase Agreement(s) and the Sale Orders.

*“Quarterly Fees”* means all fees due and payable pursuant to section 1930 of Title 28 of the United States Code, together with the statutory rate of interest set forth in section 3717 of Title 31 of the United States Code, to the extent applicable.

*“Related Party”* means each of, and in each case in its capacity as such, current and former directors, managers, officers, committee members, members of any governing body, equity holders (regardless of whether such interests are held directly or indirectly), affiliated investment funds or investment vehicles, managed accounts or funds, predecessors, participants, successors, assigns, subsidiaries, Affiliates, partners, limited partners, general partners, principals, members, management companies, fund advisors or managers, employees, agents, trustees, advisory board members, financial advisors, attorneys (including any other attorneys or professionals retained by any current or former director or manager in his or her capacity as director or manager of an entity), accountants, investment bankers, consultants, representatives, and other professionals and advisors and any such person’s or entity’s respective heirs, executors, estates, and nominees.

*“Released Party”* means each of the following and in each case in its capacity as such: (a) the Debtors; (b) the Consenting Term Loan Lenders; (c) the Plan Administrator; (d) the Prepetition Agents; (e) the Committee and its members, each in their capacities as such; (f) all Holders of Claims or Interests; (g) each current and former Affiliate of each Entity in clause (a) through the following clause (h); and (h) each Related Party of each Entity in clause (a) through this clause (h); *provided* that in each case, an Entity shall not be a Released Party if it: (x) timely submits a valid opt out form indicating it elects to opt out of the releases contained in the Plan or (y) timely Files with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the releases contained in the Plan that is not resolved before Confirmation.

*“Releasing Party”* means each of the following and in each case in its capacity as such: (a) the Debtor; (b) all Holders of all Claims or Interests; (c) the Committee and its members, each in their capacities as such; (d) each current and former Affiliate of each Entity in clause (a) through the following clause (e); and (e) each Related Party of each Entity in clause (a) through this clause (e); *provided* that in each case, an Entity shall not be a Releasing Party if it: (x) timely submits a valid opt out form indicating it elects to opt out of the releases contained in the Plan or (y) timely Files with the Bankruptcy Court on the docket of the Chapter 11 Cases an objection to the releases contained in the Plan that is not resolved before Confirmation.

*“Required Consenting Term Loan Lenders”* has the meaning ascribed to such term in the RSA.

*“Restructuring Transaction”* means any undertaking or action as may be necessary or appropriate to effectuate the transactions set forth in the RSA, including, but not limited to: (1) the Sale Transactions; (2) confirmation and Consummation of the Plan; and (3) the Wind-Down, all as may be more fully described in Article IV.B herein.

*“RSA”* means that certain Restructuring Support Agreement by and among the Debtors and the Consenting Term Loan Lenders, as such may be further amended, modified, or supplemented from time to time, in accordance with its terms.

*“Sale Documents”* means, collectively, the Asset Purchase Agreement(s) and all agreements, documents, and instruments related thereto or to the Sale Transactions, including the Bidding Procedures Motion, the Bidding Procedures Order and the Sale Orders.

*“Sale Orders”* means the order(s) of the Bankruptcy Court approving pursuant to section 363 of the Bankruptcy Code one or more sales of, collectively, all or substantially all of the assets of the Debtors to one or more Purchasers.

*“Sale Proceeds”* means the gross Cash consideration, received by the Debtors in connection with the Sale Transactions.

*“Sale Transactions”* means the sales under section 363(f) of the Bankruptcy Code of all or substantially all of the Debtors’ assets, as described in more detail in Article IV.B. herein.

*“Schedule of Assumed Executory Contracts and Unexpired Leases”* means a schedule that will be Filed as part of the Plan Supplement and will include a list of all Executory Contracts and Unexpired Leases that the Debtors intend to assume pursuant to this Plan as of the Effective Date.

*“Schedule of Retained Causes of Action”* means the schedule of certain Causes of Action of the Debtors that are not released, waived, or transferred pursuant to this Plan, as the same may be amended, modified, or supplemented from time to time by the Debtors.

*“Schedules”* means, collectively, the schedule of assets and liabilities and statement of financial affairs Filed by the Debtor pursuant to section 521 of the Bankruptcy Code, the Bankruptcy Rules, and the official bankruptcy forms, as the same may be amended, modified, or supplemented from time to time.

*“Section 510(b) Claim(s)”* means any Claim(s) subordinated by order of the Bankruptcy Court pursuant to section 510(b) of the Bankruptcy Code.



“*Secured*” means when referring to a Claim: (a) secured by a Lien on collateral in which the applicable Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in such Estate’s interest in such collateral or to the extent of the amount subject to setoff, as applicable, determined pursuant to section 506(a) of the Bankruptcy Code or (b) Allowed pursuant to the Plan as a Secured Claim.

“*Stub Term Loan Claim*” means any Claim of the Stub Term Loan Lenders arising under, derived from, secured by, based on or relating to the Stub Term Loan Facility.

“*Stub Term Loan Facility*” means that certain credit facility consisting of approximately \$2.063 million, representing the remaining principal outstanding under the Original Term Loan Facility.

“*Stub Term Loan Lenders*” means the Prepetition Lenders holding principal amounts of indebtedness under the Stub Term Loan Facility.

“*Superpriority Agent*” means JPMorgan Chase Bank, N.A. in its capacity as administrative agent (and any of its successor and assigns) under the Superpriority Credit Agreement and any other applicable Superpriority Credit Documents.

“*Superpriority Term Loan Claim*” means any Claim of the Superpriority Lenders arising under, derived from, secured by, based on or related to the Superpriority Term Loan Facility and the Superpriority Credit Documents.

“*Superpriority Credit Agreement*” means that certain credit agreement dated as of June 15, 2023, as amended, by and among Casa Systems, Inc., the guarantors party thereto, the Superpriority Lenders, and the Superpriority Agent.

“*Superpriority Credit Documents*” means the Superpriority Credit Agreement and any related security, guaranty, or other documents.

“*Superpriority Lenders*” means the lenders under the Superpriority Credit Agreement.

“*Superpriority Term Loan Facility*” means that certain credit facility created as of June 15, 2023, by the execution of that certain Exchange Agreement and the Superpriority Credit Agreement.

“*Term Loan Credit Agreements*” means, collectively, the Superpriority Credit Agreement and the Original Credit Agreement.

“*Term Loan Facility Claims*” means, collectively, the Superpriority Term Loan Claims and the Stub Term Loan Claims.

“*Term Loan Recovery*” means (i) the proceeds of (a) any Sale Transactions and (b) the liquidation of the Net Distributable Assets; and (ii) all other available Cash, after the allocation of sufficient Cash to (w) fund the Wind-Down Amount; (x) pay Allowed Administrative Claims (including, for the avoidance of doubt, any expense reimbursement and/or break-up fee set forth in the Sale Documents and/or approved under the Cash Collateral Order to the extent not

previously paid prior to the Effective Date), Priority Tax Claims, Other Secured Claims and Other Priority Claims in an amount up to the Priority Claims Amount Cap, (y) fund the Professional Fee Reserve Account, and (z) pay all reasonable and documented fees and expenses of the Ad Hoc Group Advisors and of the Prepetition Agents to the extent not previously paid prior to the Effective Date and any accrued and unpaid postpetition payroll as of the Effective Date, up to the value the Term Loan Facility Claims and until the Term Loan Facility Claims are indefeasibly paid in full in Cash.

“*U.S. Trustee*” means the United States Trustee for the District of Delaware.

“*Unexpired Lease*” means a lease to which any of the Debtors is a party that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

“*Unimpaired*” means, with respect to a Claim or Class of Claims, not “impaired” within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code.

“*Voting Deadline*” means the date and time by which all ballots to accept or reject the Plan must be received to be counted.

“*Wind-Down*” means the post-Effective Date wind-down process by which the Plan Administrator shall seek to (1) liquidate any remaining assets of the Debtors and make distributions relating to the same; (2) complete any tasks required to wind-down the affairs of the Debtors and/or Debtor Affiliates; and (3) otherwise close these Chapter 11 Cases, as described in more detail in Article IV.B. herein.

“*Wind-Down Amount*” shall mean that certain amount to be determined by the Debtors and the Required Consenting Term Loan Lenders as necessary for the Wind-Down of the Debtors’ Estates; *provided*, that such amount shall not exceed \$2 million; *provided* that, to the extent the Allowed amount of all Priority Tax Claims and Administrative Claims solely pursuant to section 503(b)(1)(B) of the Bankruptcy Code is less than \$2.6 million, then, at the Debtors’ discretion, the Debtors may use an amount equal to thirty seven and one half percent (37.5%) of the difference between \$2.6 million and the Allowed amount of all Priority Tax Claims and Administrative Claims solely pursuant to section 503(b)(1)(B) of the Bankruptcy Code to exceed (i) the Priority Claims Cap by such amount and/or (ii) the \$2 million Wind-Down Amount by such amount.

“*Wind-Down Budget*” means a budget for the fees, costs and expenses associated with the post-Effective Date winddown process of the Company Parties (as defined in the RSA) and as approved by the applicable parties in accordance with Section 3.02 of the RSA; provided, that the Wind-Down Budget shall provide for (a) the holdback of sufficient proceeds from any sale of any of the Debtors’ property during the pendency of the Chapter 11 Cases to fund expenses of the applicable Company Party arising from or related to the orderly winddown of such Company Party in the applicable jurisdictions, including required statutory costs and liquidator’s fees and expenses with respect to any insolvency or wind-down proceeding, and (b) the payment in full of: (i) all liabilities incurred and or owing by the Irish Seller (as defined in the RSA) that are or would be categorized as preferential claims in any winding up of the Irish Seller pursuant to and within the meaning of Section 621(a) of the Companies Act 2014 of Ireland (as amended), (ii) all taxes of

any kind that are incurred by the Irish Seller pursuant to the Laws of Ireland as a result of or in connection with the Sale Transactions to which it is or becomes a party, (iii) all other liabilities incurred by the Irish Seller in the ordinary course of its business in the period between the date of the RSA and the completion of the Sale Transactions, but, with respect to sub-clauses (i) through (iii), only to the extent that such liabilities that are not assumed by the purchaser(s) pursuant to the Purchase Agreement(s) (as defined in the RSA) or by operation of law, upon or following the completion of the Sale Transactions; and provided, further, that the Wind-Down Budget shall not exceed the Wind-Down Amount.

**B. Rules of Interpretation.**

Unless otherwise specified, all section or exhibit references in this Plan are to the respective section in or exhibit to this Plan, as the same may be amended, waived, or modified from time to time in accordance with the terms hereof and the RSA. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein and have the same meaning as “in this Plan,” “of this Plan,” “to this Plan,” and “under this Plan,” respectively. The words “includes” and “including” are not limiting. The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (1) in the appropriate context, each term, whether stated in the singular or plural, shall include both the singular and plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and (4) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

**C. Computation of Time.**

In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) will apply. Any references to the Effective Date shall mean the Effective Date or as soon as reasonably practicable thereafter unless otherwise specified herein.

**D. Reference to Monetary Figures.**

All references in this Plan to monetary figures shall refer to the legal tender of the United States of America unless otherwise expressly provided.

**E. Consultation, Information, Notice, and Consent Rights.**

Notwithstanding anything herein to the contrary, any and all consultation, information, notice, and consent rights of the Consenting Term Loan Lenders set forth in the RSA with respect to the form and substance of this Plan, and any other Definitive Documents, including any amendments, restatements, supplements, or other modifications to such documents, and any consents, waivers, or other deviations under or from any such documents, shall be incorporated herein by this reference and fully enforceable as if stated in full herein. Failure to reference the rights referred to in the immediately precedent sentence as such rights relate to any document referenced in the RSA shall not impair such rights and obligations.

**F. Controlling Document.**

In the event of any inconsistency between this Plan and the RSA, the terms of the Plan shall control; *provided*, that, solely with respect to any consultation, information, notice, or consent rights in the Plan, in the event of any inconsistency between the Plan and the RSA, the terms of the RSA shall control. In the event of an inconsistency between this Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control unless otherwise specified in such Plan Supplement document. In the event of an inconsistency between this Plan and any other instrument or document created or executed pursuant to this Plan, or between this Plan and the Disclosure Statement, this Plan shall control. The provisions of this Plan and of the Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each; *provided*, that if there is determined to be any inconsistency between any provision of this Plan and any provision of the Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern, and any such provisions of the Confirmation Order shall be deemed a modification of this Plan.

**ARTICLE II.  
ADMINISTRATIVE CLAIMS, PRIORITY TAX CLAIMS, AND STATUTORY FEES**

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims (including Professional Fee Claims) and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III hereof.

**A. Administrative Claims.**

Except to the extent that a Holder of an Allowed Administrative Claim agrees to a different treatment (with the consent of the Required Consenting Term Loan Lenders, such consent not to be unreasonably withheld or delayed), each Holder of an Allowed Administrative Claim (other than a Professional Fee Claim) shall receive, in full and final satisfaction of such Claim, (1) Cash in an amount equal to such Allowed Administrative Claim in accordance with the following: (i) if Allowed on or prior to the Effective Date, then on the Effective Date or as soon as reasonably practicable thereafter, (ii) if not Allowed as of the Effective Date, then no later than forty-five (45) days after the date on which an order Allowing such Administrative Claim becomes a Final Order, or (iii) at such time and upon such terms as set forth in a Final Order of the Bankruptcy Court; or (2) such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

Except for Professional Fee Claims, and notwithstanding any prior Filing or Proof of Claim, Proofs of Claim seeking the allowance and payment of Administrative Claims must be Filed and served on the Debtors or the Plan Administrator (as applicable) and their counsel by no later than the Administrative Claims Bar Date pursuant to the procedures set forth in the Confirmation Order and the notice of the occurrence of the Effective Date. The burden of proof for the allowance of Administrative Claims remains on the Holder of the Administrative Claims.

Except as otherwise provided in Articles II.B, II.C, or II.D herein, holders of Administrative Claims that do not File and serve a Proof of Claim or application for payment of administrative expenses requesting the allowance of an Administrative Claim by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting Administrative Claims against the Debtors, the Plan Administrator, the Estates, or the Debtors' assets and properties, and any Administrative Claims shall be deemed disallowed as of the Effective Date unless otherwise ordered by the Bankruptcy Court.

**B. Professional Fee Claims.**

**1. Final Fee Applications and Payment of Professional Fee Claims.**

All Professional Persons (other than OCPs) seeking awards by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Confirmation Date under sections 327, 328, 330, 331, 503(b)(2), 503(b)(3), 503(b)(4), 503(b)(5), or 1103 of the Bankruptcy Code shall (1) file, on or before the date that is forty-five (45) days after the Confirmation Date, their respective applications for final allowances of compensation for services rendered and reimbursement of expenses incurred; and (2) be paid in full, in Cash, from the Professional Fee Reserve Account in such amounts as are Allowed by the Bankruptcy Court or authorized to be paid in accordance with the order(s) relating to or allowing any such Professional Fee Claim. Objections to Professional Fee Claims must be Filed and served no later than twenty-one (21) days after the Filing of the Professional Fee Claim.

**2. Administrative Claims of OCPs.**

All requests for payment of Professional Fee Claims of OCPs shall be made pursuant to the OCP Order. To the extent any Professional Fee Claims of the OCPs have not been Allowed pursuant to the OCP Order on or before the Effective Date, the amount of Professional Fee Claims owing to the OCPs shall be paid in Cash to such OCPs by the Debtor or the Plan Administrator (as applicable) from the Professional Fee Reserve Account as soon as reasonably practicable after such Professional Fee Claims are Allowed pursuant to the OCP Order.

**3. Post-Confirmation Date Fees and Expenses.**

Except as otherwise specifically provided in the Plan, from and after the Confirmation Date, the Debtors or Plan Administrator (as applicable) shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses incurred by the Debtors or the Plan Administrator (as applicable). Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors or Plan Administrator (as applicable) may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

4. Professional Fee Reserve Account.

Professionals shall reasonably estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred in rendering services to the Debtors before and as of the Effective Date, and shall deliver such estimate to the Debtors and the Ad Hoc Group Advisors no later than two (2) Business Days before the Effective Date; *provided*, that such estimate shall not be deemed to limit the amount of the fees and expenses that are the subject of the Professionals' final request for payment of Filed Professional Fee Claims. If a Professional does not provide an estimate, the Debtors may, in consultation with the Ad Hoc Group Advisors, estimate the unpaid and unbilled fees and expenses of such Professional. The Debtors shall fund and reserve the Professional Fee Reserve Account until payment in full of all Allowed Professional Fee Claims. If the Professional Fee Reserve Account is insufficient to fund the full Allowed amounts of Professional Fee Claims, the remaining unpaid Allowed Professional Fee Claims shall be paid by the Plan Administrator as Allowed Administrative Claims. For the avoidance of doubt, the Professional Fee Reserve Account cannot be used to pay any Secured, Priority, or Administrative Claims until all Professional Fee Claims are satisfied or otherwise reserved for.

**C. Priority Tax Claims.**

On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent a Holder of an Allowed Priority Tax Claim and the Debtors agree, with the consent of the Required Consenting Term Loan Lenders (such consent not to be unreasonably withheld or delayed), to less favorable treatment for such Holder, in full and final satisfaction of the Allowed Priority Tax Claim, each Holder thereof will be paid in full in Cash or otherwise receive treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

**D. U.S. Trustee Statutory Fees.**

All Quarterly Fees due and payable prior to the Effective Date shall be paid by the Debtors on the Effective Date. After the Effective Date any Disbursing Agent shall be jointly and severally liable to pay Quarterly Fees when due and payable. The Debtors shall file with the Bankruptcy Court all monthly operating reports due prior to the Effective Date when they become due, using UST Form 11-MOR. After the Effective Date, the Debtors, and any entity making disbursements on behalf of any Debtor, or making disbursements on account of an obligation of any Debtor, shall file with the Bankruptcy Court separate UST Form 11-PCR reports when they become due.

**ARTICLE III.  
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

**A. Classification of Claims and Interests.**

Except for the Claims addressed in Article II herein, all Claims and Interests are classified in the Classes set forth below in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or an Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Class to the extent that any portion of the Claim or Interest qualifies within the description of such other Class. A Claim also is classified in a particular Class for the purpose of receiving distributions under the Plan only to the extent that such Claim is an Allowed Claim in that Class and has not been otherwise paid, released, or satisfied at any time.

The classification of Claims against and Interests in the Debtors pursuant to the Plan is as follows:

<u>Class</u>	<u>Claims and Interests</u>	<u>Status</u>	<u>Voting Rights</u>
Class 1	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 2	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 3	Term Loan Facility Claims	Impaired	Entitled to Vote
Class 4	General Unsecured Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 5	Intercompany Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 6	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 7	Existing Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 8	Intercompany Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

**B. Treatment of Claims and Interests.**

1. Class 1 – Other Secured Claims.

- i. *Classification:* Class 1 consists of all Other Secured Claims against the Debtors.
- ii. *Treatment:* On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Other Secured Claim and the Debtors (with the consent of the Required Consenting Term Loan Lenders, such consent not to be unreasonably withheld or delayed) agree to less favorable treatment for such Holder, in full and final satisfaction of the Allowed Other Secured Claim, each Holder thereof will receive: (a) payment in full in Cash; (b) delivery of the collateral securing any such Claim and payment of any interest required under section 506(b) of the Bankruptcy Code; (c) reinstatement of such Claim; or (d) such other treatment rendering such Claim Unimpaired.

- iii. *Voting:* Class 1 is Unimpaired, and Holders of Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 1 Other Secured Claims are not entitled to vote to accept or reject the Plan.
- 2. Class 2 – Other Priority Claims.
  - i. *Classification:* Class 2 consists of all Other Priority Claims against the Debtors.
  - ii. *Treatment:* On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of an Allowed Other Priority Claim and the Debtors (with the consent of the Required Consenting Term Loan Lenders, such consent not to be unreasonably withheld or delayed) agree to less favorable treatment for such Holder, in full and final satisfaction of the Allowed Other Priority Claim, each Holder thereof will receive: (a) payment in full in Cash; or (b) such other treatment rendering such Claim Unimpaired.
  - iii. *Voting:* Class 2 is Unimpaired, and Holders of Other Priority Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 2 Other Priority Claims are not entitled to vote to accept or reject the Plan.
- 3. Class 3 – Term Loan Facility Claims.
  - i. *Classification:* Class 3 consists of all Term Loan Facility Claims.
  - ii. *Allowance:* Term Loan Facility Claims shall be deemed Allowed in the principal amount outstanding under the Term Loan Credit Agreements (including all accrued and unpaid interest as of the Petition Date).
  - iii. *Treatment:* On the Effective Date, or as soon as reasonably practicable thereafter, except to the extent that a Holder of a Term Loan Facility Claim and the Debtors (with the consent of the Required Consenting Term Loan Lenders, such consent not to be unreasonably withheld or delayed) agree to less favorable treatment for such Holder, in full and final satisfaction of the Term Loan Facility Claim, each Holder thereof will receive its *pro rata* share of the Term Loan Recovery.
  - iv. *Voting:* Class 3 is Impaired, and Holders of Term Loan Facility Claims are entitled to vote to accept or reject the Plan.



4. Class 4 – General Unsecured Claims.

- i. *Classification:* Class 4 consists of the General Unsecured Claims against the Debtors.
- ii. *Treatment:* Except as otherwise set forth herein, on the Effective Date, all General Unsecured Claims shall be cancelled, released, discharged, and extinguished and will be of no further force or effect, and Holders of such Claims shall not receive any distribution, property, or other value, under the Plan on account of such Claims. Notwithstanding the foregoing, to the extent there are any Net Distributable Proceeds, each holder of a General Unsecured Claim shall receive its *pro rata* share of the Net Distributable Proceeds.
- iii. *Voting:* Class 4 is Impaired, and Holders of General Unsecured Claims are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 4 General Unsecured Claims are not entitled to vote to accept or reject the Plan.<sup>2</sup>

5. Class 5 – Intercompany Claims.

- i. *Classification:* Class 5 consists of Intercompany Claims between and among the Debtors.
- ii. *Treatment:* On the Effective Date, all Intercompany Claims shall be cancelled, released, discharged, and extinguished and will be of no further force or effect, and Holders of such Claims shall not receive any distribution, property, or other value under the Plan on account of such Claims.
- iii. *Voting:* Class 5 is Impaired, and Holders of Intercompany Claims are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 5 Intercompany Claims are not entitled to vote to accept or reject the Plan.

6. Class 6 – Section 510(b) Claims.

- i. *Classification:* Class 6 consists of Section 510(b) Claims against the Debtors.
- ii. *Treatment:* On the Effective Date, all Section 510(b) Claims shall be cancelled, released, discharged, and extinguished and will be of no further force or effect, and Holders of such Claims shall not receive any distribution, property or other value under the Plan on account of such Claims.

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<sup>2</sup> As of the date hereof, Holders of Class 4 General Unsecured Claims are expected to receive no recovery and are thus presumed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code.

- iii. *Voting:* Class 6 is Impaired, and Holders of Section 510(b) Claims are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 6 Section 510(b) Claims are not entitled to vote to accept or reject the Plan.
7. Class 7 – Existing Equity Claims.
- i. *Classification:* Class 7 consists of all Existing Equity Interests in the Debtors.
  - ii. *Treatment:* On the Effective Date, all Existing Equity Interests shall be canceled, released, and extinguished, and will be of no further force or effect, and Holders of such Existing Equity Interests shall not receive any distribution, property or other value under the Plan on account of such Interest.
  - iii. *Voting:* Class 7 is Impaired, and Holders of Existing Equity Interests are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 7 Existing Equity Interests are not entitled to vote to accept or reject the Plan.
8. Class 8 – Intercompany Interests.
- i. *Classification:* Class 8 consists of all Intercompany Interests in the Debtors.
  - ii. *Treatment:* On the Effective Date, all Intercompany Interests shall be canceled, released, and extinguished, and will be of no further force or effect, and Holders of such Intercompany Interests shall not receive any distribution, property, or other value under the Plan on account of such Interest.
  - iii. *Voting:* Class 8 is Impaired, and Holders of Intercompany Interests are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, Holders of Class 8 Intercompany Interests are not entitled to vote to accept or reject the Plan.

**C. Special Provision Governing Unimpaired Claims.**

Except as otherwise provided in this Plan, nothing under this Plan shall affect the rights of the Debtors or the Plan Administrator with respect to any Unimpaired Claims, including all legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

**D. Elimination of Vacant Classes.**

Any Class that, as of the commencement of the Combined Hearing, does not have at least one Holder of a Claim or Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from this Plan for purposes of voting to accept or reject this Plan, and disregarded for purposes of determining whether this Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class.

**E. Voting Classes, Presumed Acceptance by Non-Voting Classes.**

With respect to each Debtor, if a Class contains Claims eligible to vote and no holder of Claims eligible to vote in such Class votes to accept or reject this Plan, this Plan shall be presumed accepted by the holders of such Claims in such Class.

**F. Controversy Concerning Impairment.**

If a controversy arises as to whether any Claim or any Class of Claims is Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the date of the Combined Hearing.

**G. Subordination of Claims.**

The allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments under the Plan shall take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, contract, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors or the Plan Administrator (as applicable) reserve the right to re-classify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

**H. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code.**

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by one or more of the Classes entitled to vote pursuant to this Article III of the Plan. The Debtors hereby request confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any Class that is deemed to reject the Plan pursuant to section 1126(g) of the Bankruptcy Code. The Debtors reserve the right to request confirmation of the Plan under section 1129(b) of the Bankruptcy Code with respect to any voting Class that votes to reject the Plans.

**I. Insurance.**

Notwithstanding anything to the contrary in the Plan, if any Claim is subject to coverage under an Insurance Policy, payments on account of such Claim will first be made from proceeds of such Insurance Policy in accordance with the terms thereof, with the balance of such Claim, if any, treated in accordance with the provisions of the Plan governing the Class applicable to such Claim.

**ARTICLE IV.**  
**MEANS FOR IMPLEMENTATION OF THE PLAN**

**A. General Settlement of Claims and Interests.**

Pursuant to section 1123(b)(2) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions, releases, and other benefits provided pursuant to this Plan, upon the Effective Date, the provisions of this Plan shall constitute a good faith compromise of Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a creditor or an Interest holder may have with respect to any Allowed Claim or Interest or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise and settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and holders of such Claims and Interests, and is fair, equitable, and reasonable.

**B. Restructuring Transaction.**

On or before the Effective Date, the Debtors or the Plan Administrator shall enter into and take any actions that may be necessary or appropriate to effectuate the Sale Transactions or the Wind-Down of the Debtors, as applicable, including but not limited to: (1) the execution and delivery of appropriate agreements or other documents of consolidation, conversion, disposition, transfer, or dissolution containing terms that are consistent with the terms of this Plan and the RSA and that satisfy the requirements of applicable law; (2) the execution and delivery of any appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, duty, or obligation on terms consistent with this Plan and the RSA; (3) the filing of appropriate documents with the appropriate governmental authorities pursuant to applicable law; and (4) any and all other actions that the Debtors or the Plan Administrator determine are necessary or appropriate to effectuate the Plan.

Subject to the terms of the RSA, the Confirmation Order shall and shall be deemed to, pursuant to sections 363 and 1123 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan.

**1. Sale Transactions.**

The Debtors shall engage in a process for the sale of all or substantially all of their assets. The Debtors shall seek the approval of the Sale Orders, which shall approve the sale of all or substantially all of the Debtors' assets to one or more purchasers, including the Cloud/RAN Purchaser pursuant to the Cloud/RAN APA, and the Cable Stalking Horse Bidder pursuant to the Cable Stalking Horse APA, or, if such higher or better bids are received consistent with the Bidding Procedures Order, to the Purchaser pursuant to the highest or best bidder.

The Debtors do not anticipate any Net Distributable Proceeds from the Sale Transactions and the liquidation of the Net Distributable Assets. If, however, Net Distributable Proceeds occur as a result of the Sale Transactions and the liquidation of the Net Distributable Assets, the Debtors will distribute such Net Distributable Proceeds, on a *pro rata* basis, according to the Distribution Waterfall.

## **2. Wind-Down.**

Following the Effective Date and subject to the Wind-Down Budget, the Plan and the Plan Administrator Agreement, the Plan Administrator shall wind-down the affairs and operations of the Debtors, their Estates, and their Affiliates, as applicable, including, but not limited to: (i) expeditiously and efficiently liquidating the Net Distributable Assets, if any, including, if appropriate, through the prosecution of any Claims or Causes of Action of the Debtors preserved under the terms of this Plan; (ii) distributing the proceeds thereof to the Holders of Term Facility Claims or, if applicable, distributing the Net Distributable Proceeds, if any, according to the Distribution Waterfall; and (iii) procuring any appropriate insurance to facilitate the Wind-Down, including appropriate D&O Liability Insurance Policies.

The responsibilities and authority of the Plan Administrator shall include the following rights and responsibilities: (i) preserving and liquidating the Net Distributable Assets; (ii) administering and paying taxes, including, among other things, (a) filing tax returns (to the extent not the obligation of any Purchaser), and (b) representing the interest and account of the Debtors before any taxing authority in all matters; (iii) retaining and paying, without the need for retention or fee applications, professionals in connection with the Plan Administrator's performance of its duties under this Plan; (iv) distributing information statements as required for U.S. federal income tax and other applicable tax purposes; (v) Filing an application for entry by the Bankruptcy Court of a final decree closing the Chapter 11 Cases; (vi) making distributions to Professionals for Allowed Professional Fee Claims from the Professional Fee Reserve Account; (vii) making distributions to Holders of Term Loan Facility Claims pursuant to the Plan as promptly as practicable; (viii) making distributions of the Net Distributable Proceeds, if any, according to the Distribution Waterfall; (ix) procuring the necessary insurance to facilitate the Wind-Down, including appropriate D&O Liability Insurance Policies; and (x) such other responsibilities as may be vested in the Plan Administrator pursuant to this Plan or an order of the Bankruptcy Court (including, without limitation, the Confirmation Order), or as may be necessary and proper to carry out the provisions of this Plan.

## **C. Sources of Consideration for Plan Distributions.**

Subject to the terms of the Plan, including the provisions concerning the Professional Fee Reserve Account and the Wind-Down Budget, the Debtors or the Plan Administrator (as applicable) shall fund distributions under the Plan with the proceeds from the Sale Transactions and the Net Distributable Proceeds, if any, all in accordance with the terms of the Plan.

**D. Vesting of Assets.**

Except as otherwise provided in this Plan or the Sale Orders, on and after the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all Net Distributable Assets of the Estates, including all claims, rights, and Causes of Action and any property acquired by the Debtors under or in connection with this Plan, shall vest in each respective Debtor free and clear of all Claims, Liens, encumbrances, charges, and other interests. Subject to the terms of this Plan, on or after the Effective Date, the Plan Administrator may use, acquire, and dispose of the Net Distributable Assets, and may prosecute, compromise, or settle any Claims and Causes of Action without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by this Plan or the Confirmation Order.

**E. Preservation of Causes of Action.**

In accordance with section 1123(b) of the Bankruptcy Code, the Plan Administrator shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action of the Debtors that are not otherwise (i) transferred or sold pursuant to the Sale Transactions or (ii) waived, relinquished, exculpated, released, compromised or settled pursuant to the Cash Collateral Order, whether arising before or after the Petition Date, and the Plan Administrator's rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date, other than the Causes of Action released by the Debtors pursuant to the releases and exculpations contained in the Plan, including in Article IX hereof, which shall be deemed released and waived by the Debtors and the Plan Administrator as of the Effective Date. No Causes of Action shall be retained or preserved against the Debtors' directors and officers or any Released Party. **No Entity (other than the Released Parties) may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtors or the Plan Administrator, as applicable, will not pursue any and all available Causes of Action of the Debtors against it.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan, including in Article IX hereof, the Sale Orders, the Cash Collateral Order, or an order of the Bankruptcy Court, the Debtors and the Plan Administrator, as applicable, expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of confirmation and Consummation of the Plan.

**F. Corporate Action.**

On the Effective Date and following satisfaction of the Debtors' distribution and funding requirements set forth in the Plan, the Debtors shall be dissolved for all purposes unless the Plan Administrator determines that dissolution can have any adverse impact on the Net Distributable Assets; *provided*, that neither the Debtors nor any party released pursuant to Article IX herein shall be responsible for any liabilities that may arise as a result of non-dissolution of the Debtors; *provided further*, that nothing in the Plan shall be construed as relieving the Debtors or the Plan Administrator (as applicable) of their duties to pay Quarterly Fees as required by the Bankruptcy Code and applicable law until such time as a final decree is entered in the Debtors' Chapter 11 Cases or the cases are dismissed or converted to cases under chapter 7 of the Bankruptcy Code. The Plan Administrator shall submit with the appropriate governmental agencies a copy of the Confirmation Order, which Confirmation Order shall suffice for purposes of obtaining a Certificate of Dissolution from the Delaware Secretary of State.

Without limiting the foregoing, on the Effective Date and following satisfaction of the Debtors' distribution and funding requirements set forth in the Plan, the Debtors shall have no further duties or responsibilities in connection with implementation of this Plan, and the directors and officers of the Debtors shall be deemed to have resigned and the employees of the Debtors terminated. From and after the Effective Date, the Plan Administrator shall be authorized to act on behalf of the Estates, provided that the Plan Administrator shall have no duties other than as expressly set forth in the Plan or the Confirmation Order.

**G. Cancellation of Existing Securities and Agreements.**

Except for the purpose of evidencing a right to a distribution under this Plan and except as otherwise set forth in this Plan, on the Effective Date, the Term Loan Credit Agreements and all other agreements, instruments, notes, certificates, indentures, mortgages, securities and other documents evidencing any Claim or Interest, and any rights of any Holder in respect thereof, shall be deemed cancelled and of no further force or effect and the obligations of the Debtors thereunder shall be deemed fully satisfied, released, and discharged and, as applicable, shall be deemed to have been surrendered to the Plan Administrator. The holders of or parties to such cancelled instruments, securities, and other documentation shall have no rights arising from or related to such instruments, securities, or other documentation or the cancellation thereof, except the rights provided for pursuant to this Plan, including the right of a Holder of Term Loan Facility Claims to receive distributions on account of its Claims.

**H. Effectuating Documents; Further Transactions.**

Upon entry of the Confirmation Order, subject to the terms of the RSA, the Debtors or the Plan Administrator (as applicable) shall be authorized to execute, deliver, file, or record such contracts, instruments, releases, consents, certificates, resolutions, programs, and other agreements or documents, and take such acts and actions as may be reasonable, necessary, or appropriate to effectuate, implement, consummate, and/or further evidence the terms and conditions of this Plan and any transactions described in or contemplated by this Plan. Subject to the terms of the RSA, the Debtor, the Plan Administrator, all Holders of Claims receiving distributions pursuant to this Plan, and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents, and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan. All matters provided for in the Plan involving the corporate structure of the Debtors, and any corporate actions required by the Debtors in connection therewith, shall be deemed to have occurred on, and shall be in effect as of, the Effective Date, without any requirement of further action by the security holders, directors, managers, authorized persons, or officers of the Debtors or the Plan Administrator.

**I. Section 1146 Exemption from Certain Taxes and Fees.**

To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Plan or the Sale Transactions shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, or other similar tax or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall comply with the requirements of section 1146(c) of the Bankruptcy Code and forgo the collection of any such tax, recordation fee, or governmental assessment and accept for filing and recordation all such instruments or other documents governing or evidencing such transfers without the payment of any such tax, recordation fee, or governmental assessment.

**J. Sale Orders.**

Notwithstanding anything to the contrary herein, nothing in this Plan shall affect, impair or supersede the Sale Orders or Sale Documents, each of which remains in full force and effect and governs in the event of any inconsistency with the Plan.

**K. Authority to Act.**

Prior to, on, or after the Effective Date (as appropriate), all matters expressly provided for under this Plan that would otherwise require approval of the stockholders, security holders, officers, directors, or other owners of the Debtors shall be deemed to have occurred and shall be in effect prior to, on, or after the Effective Date (as applicable) pursuant to the applicable law of the state(s) in which the Debtors are formed, without any further vote, consent, approval, authorization, or other action by such stockholders, security holders, officers, directors, or other owners of the Debtor or notice to, order of, or hearing before, the Bankruptcy Court.

**L. Separate Plans.**

Notwithstanding the combination of separate plans of liquidation for the Debtors set forth in this Plan for purposes of economy and efficiency, this Plan constitutes a separate chapter 11 plan for each Debtor. Accordingly, if the Bankruptcy Court does not confirm this Plan with respect to one or more Debtors, it may still confirm this Plan with respect to any other Debtor that satisfies the confirmation requirements of section 1129 of the Bankruptcy Code.

**M. Plan Administrator**

The Plan Administrator shall be appointed by the Debtors, with the consent of the Required Consenting Term Loan Lenders (such consent not to be unreasonably withheld or delayed). Once appointed, the identity of the Plan Administrator shall be disclosed in the Plan Supplement. The Plan Administrator shall retain and have all the rights, powers, and duties necessary to carry out his or her responsibilities under the Plan, and as otherwise provided in the Confirmation Order.

On and after the Effective Date, the Plan Administrator will be authorized to implement the Plan and any applicable orders of the Bankruptcy Court, and the Plan Administrator shall have the power and authority to take any action necessary to effectuate the Wind-Down. As soon as practicable after the Effective Date, the Plan Administrator shall cause the Debtors to comply with, and abide by, the terms of the Plan and take any actions as the Plan Administrator may determine to be necessary or desirable to carry out the purposes of the Plan. Except to the extent necessary to complete the Wind-Down of any remaining assets or operations from and after the Effective Date, the Debtors (1) for all purposes shall be deemed to have withdrawn their business operations from any state or province in which the Debtors were previously conducting, or are registered or licensed to conduct, their business operations, and shall not be required to file any document, pay any sum, or take any other action in order to effectuate such withdrawal and (2) shall be deemed to have canceled pursuant to the Plan all Interests.



On and after the Effective Date, the Plan Administrator shall have all direct and indirect governance powers with respect to each of the Debtors. The Plan Administrator shall act for the Debtors in the same fiduciary capacity as applicable to a board of directors and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same). On the Effective Date, the persons acting as directors and officers of the Debtors shall be deemed to have been resigned, solely in their capacities as such, and the Plan Administrator shall be appointed as the sole manager, sole director, or sole officer, as applicable, of the Debtors and shall succeed to the powers of the Debtors' directors and officers. From and after the Effective Date, the Plan Administrator shall be the sole representative of, and shall act for, the Debtors. For the avoidance of doubt, the foregoing shall not limit the authority of the Debtors or the Plan Administrator, as applicable, to continue the employment of any former manager or officer, including pursuant to any transition services agreement entered into in connection therewith.

**ARTICLE V.**  
**TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**A. Assumption and Rejection of Executory Contracts and Unexpired Leases.**

On the Effective Date, except as otherwise provided herein (which exclusion includes the Indemnification Obligations, the D&O Liability Insurance Policies, and the Employment Agreements), all Executory Contracts or Unexpired Leases not previously assumed, assumed and assigned, or rejected pursuant to an order of the Bankruptcy Court or not included on the Schedule of Assumed Executory Contracts and Unexpired Leases, will be deemed rejected, in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code other than those Executory Contracts or Unexpired Leases that are the subject of a motion to assume that is pending on the Confirmation Date.

Assumption of any Executory Contract or Unexpired Lease pursuant to the Sale Documents or this Plan, and payment of any cure amounts relating thereto, shall, upon satisfaction of the applicable requirements of section 365 of the Bankruptcy Code, result in the full, final, and complete release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults or provisions restricting the change in control of ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption.

**B. Claims Based on Rejection of Executory Contracts or Unexpired Leases.**

If the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan and Confirmation Order results in a Claim, then, unless otherwise ordered by the Court, such Claim shall be forever barred and shall not be enforceable against the Debtors, the Estates, the Plan Administrator, or any of their respective assets and properties unless a Proof of Claim is Filed with the Notice and Claims Agent and served upon counsel to the Plan Administrator within thirty (30) days of the Effective Date.

The foregoing applies only to Claims arising from the rejection of an Executory Contract or Unexpired Lease under the Plan and Confirmation Order; any other Claims held by a party to a rejected Executory Contract or Unexpired Lease shall have been evidenced by a Proof of Claim Filed by the applicable Bar Date or shall be barred and unenforceable. Claims arising from the rejection of Executory Contracts or Unexpired Leases under the Plan and Confirmation Order shall be classified as General Unsecured Claims and shall, if Allowed, be treated in accordance with the provisions herein.

**Any Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan and Confirmation Order that are not timely Filed within thirty (30) days of the Effective Date will be disallowed automatically, forever barred from assertion, and shall not be enforceable against, as applicable, the Debtors, the Estates, the Plan Administrator, or any of their respective assets and properties.**

**C. Reservation of Rights.**

Neither the exclusion nor the inclusion by the Debtors of any contract or lease on any exhibit, schedule, or other annex to this Plan or in the Plan Supplement, nor anything contained in this Plan, shall constitute an admission by the Debtors that any such contract or lease is or is not an Executory Contract or Unexpired Lease or that the Debtors, the Plan Administrator, or their respective affiliates has any liability thereunder. Except as explicitly provided in this Plan, nothing in this Plan shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Debtors or the Plan Administrator under any executory or non-executory contract or unexpired or expired lease. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of its assumption under this Plan, the Debtors or Plan Administrator, as applicable, shall have thirty (30) days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

**D. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases.**

Rejection of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors under such Executory Contracts or Unexpired Leases. In particular, the Debtors expressly reserve and do not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties, indemnity or continued maintenance obligations. The Debtors also expressly reserve any and all rights with respect to the applicability (or non-applicability) of any non-bankruptcy laws to the contrary.

**E. Indemnity Obligations.**

Each of the Debtors' Indemnification Obligations shall not be discharged, impaired, or otherwise affected by the Plan. The Indemnification Obligations shall be deemed Executory Contracts assumed or assumed and assigned by the Debtors under the Plan.

**F. D&O Liability Insurance Policies.**

Each D&O Liability Insurance Policy to which the Debtors are a party as of the Effective Date shall be deemed an Executory Contract and shall be automatically assumed or assumed and assigned by the applicable Debtor, effective as of the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code. For the avoidance of doubt, coverage for defense and indemnity under the D&O Liability Insurance Policies shall remain available to all individuals within the definition of “Insured” in the D&O Liability Insurance Policies. In addition, after the Effective Date, all officers, directors, agents, or employees of the Debtors who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of the D&O Liability Insurance Policies (including any “tail” policy) in effect or purchased as of the Effective Date for the full term of such policy regardless of whether such officers, directors, agents, and/or employees remain in such positions after the Effective Date, in each case, to the extent set forth in the D&O Liability Insurance Policies.

**G. Modifications, Amendments, Supplements, Restatements, or Other Agreements.**

Modifications, amendments, supplements, and restatements to a prepetition Executory Contract and/or Unexpired Lease that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease.

**H. Nonoccurrence of Effective Date.**

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

**I. Employee Compensation and Benefits.**

All employment policies, and all compensation and benefits plans, policies, and programs of the Debtors applicable to their respective employees, retirees, and nonemployee directors, including all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, and life and accidental death and dismemberment insurance plans, are deemed to be, and shall be treated as, Executory Contracts under this Plan and, on the Effective Date, shall be rejected pursuant to sections 365 and 1123 of the Bankruptcy Code.

**ARTICLE VI.  
PROVISIONS GOVERNING DISTRIBUTIONS**

**A. Distributions on Account of Claims Allowed as of the Effective Date.**

As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims or Interests as maintained by the Debtors, or their respective agents, shall be deemed closed, and there shall be no further changes in the record holders of any of the Claims or Interests. The Disbursing Agent shall have no obligation to recognize any ownership transfer of the Claims or Interests occurring on or after the Distribution Record Date. The Disbursing Agent shall be entitled to recognize and deal for all purposes hereunder only with those record holders stated on the transfer ledgers as of the close of business on the Distribution Record Date, to the extent applicable.

Except as otherwise provided herein, the Disbursing Agent shall make distributions to Holders of Allowed Claims as of the Distribution Record Date at the address for each such Holder as indicated on the Debtors' records as of the date of any such distribution; *provided*, that the manner of such distributions shall be determined at the discretion of the Disbursing Agent; *provided further*, that to the extent a Proof of Claim has been filed, the address for each Holder of an Allowed Claim shall be deemed to be the address set forth in any Proof of Claim Filed by that Holder.

The applicable Prepetition Agents shall be deemed to be the Holder of all Allowed Term Loan Facility Claims in Class 3 for purposes of distributions to be made hereunder, and all distributions on account of such Allowed Term Loan Facility Claims shall be made to the applicable Prepetition Agents. As soon as practicable following compliance with all requirements set forth herein, the Prepetition Agents shall arrange to deliver or direct the delivery of such distributions to or on behalf of the Holders of Term Loan Facility Claims under the Plan. Notwithstanding anything in the Plan to the contrary, and without limiting the exculpation and release provisions of the Plan, the Prepetition Agents' delivery of distributions to Holders of Term Loan Facility Claims shall be governed by any applicable liability standards set forth in the Term Loan Credit Agreements.

**B. Compliance with Tax Requirements.**

In connection with this Plan, any Person issuing any instrument or making any distribution or payment in connection therewith, shall comply with all applicable withholding and reporting requirements imposed by any federal, state, or local taxing authority. In the case of a non-Cash distribution that is subject to withholding, the distributing party may require the intended recipient of such distribution to provide the withholding agent with an amount of Cash sufficient to satisfy such withholding tax as a condition to receiving such distribution or withhold an appropriate portion of such distributed property and either (1) sell such withheld property to generate Cash necessary to pay over the withholding tax (or reimburse the distributing party for any advance payment of the withholding tax) or (2) pay the withholding tax using its own funds and retain such withheld property. The distributing party shall have the right not to make a distribution under this Plan until its withholding or reporting obligation is satisfied pursuant to the preceding sentences. Any amounts withheld pursuant to this Plan shall be deemed to have been distributed to and received by the applicable recipient for all purposes of this Plan.

Any party entitled to receive any property as an issuance or distribution under this Plan shall, upon request, deliver to the withholding agent or such other Person designated by the Plan Administrator the appropriate IRS Form or other tax forms or documentation requested by the Plan Administrator to reduce or eliminate any required federal, state, or local withholding. If the party entitled to receive such property as an issuance or distribution fails to comply with any such request for a one hundred eighty (180) day period beginning on the date after the date such request is made, the amount of such issuance or distribution shall irrevocably revert to the Plan Administrator and any Claim in respect of such distribution under this Plan shall be discharged and forever barred from assertion against such Debtor, the Plan Administrator, or their respective property.

Notwithstanding the above, each Holder of an Allowed Claim or Interest that is to receive a distribution under this Plan shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed on such Holder by any Governmental Unit, including income, withholding, and other tax obligations, on account of such Plan Distribution.

**C. Date of Distributions.**

Distributions made after the Effective Date to holders of Allowed Claims shall be deemed to have been made on the Effective Date and no interest shall accrue or be payable with respect to such Claims or any distribution related thereto. In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

**D. Disbursing Agent.**

Except as may be otherwise provided in the Sale Orders, all distributions under this Plan shall be made by the Disbursing Agent on and after the Effective Date and as provided herein. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties. The Debtors shall use commercially reasonable efforts to provide the Disbursing Agent with the amounts of Claims and the identities and addresses of Holders of Claims, in each case, as set forth in the Debtors' books and records. The Debtors shall cooperate in good faith with the Disbursing Agent to comply with the reporting and withholding requirements outlined in the Plan.

**E. Rights and Powers of Disbursing Agent.**

The Disbursing Agent may (1) effect all actions and execute all agreements, instruments, and other documents necessary to carry out the provisions of this Plan; (2) make all distributions contemplated hereby; and (3) perform such other duties as may be required of the Disbursing Agent pursuant to this Plan or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

**F. Surrender of Instruments.**

As of the Effective Date, each Holder of a certificated instrument or note related to the Debtors shall be deemed to have surrendered such instrument or note held by it to the Plan Administrator or its designee, as applicable.

**G. Delivery of Distributions and Undeliverable or Unclaimed Distributions.**

Subject to applicable Bankruptcy Rules, all distributions to Holders of Allowed Claims shall be made by the Disbursing Agent, who shall transmit such distributions to the applicable Holders of Allowed Claims or their designees.

If any distribution to a holder of an Allowed Claim (1) is returned as undeliverable for lack of a current address or otherwise; or (2) is not cashed or otherwise presented for collection by the holder of the Allowed Claim within ninety (90) calendar days after the mailing of such distribution, the Plan Administrator shall be authorized to cancel such distribution check and file with the Bankruptcy Court and serve on the holder of the Allowed Claim at the name and last known address of the holder of undeliverable distribution or uncashed distribution, as applicable. If, after the passage of thirty (30) calendar days after such Filing, the payment or distribution on the Allowed Claim still cannot be made, then (1) the holder of such Claim shall cease to be entitled to the undeliverable distribution or uncashed distribution, which will revert to the Plan Administrator; and (2) the Allowed Claim of such holder shall be deemed disallowed and expunged for purposes of further distributions under the Plan.

**H. Manner of Payment.**

Except as specifically provided herein, at the option of the Debtors or the Plan Administrator, as applicable, any Cash payment to be made under this Plan may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Debtors.

**I. Foreign Currency Exchange Rate.**

As of the Effective Date, any Claim asserted in currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate for the applicable currency as published in *The Wall Street Journal*, on the Petition Date.

**J. Minimum Distribution.**

No payment of Cash in an amount of less than one hundred U.S. dollars (\$100.00) shall be required to be made on account of any Allowed Claim. Such undistributed amount may instead be used in accordance with the Plan and the Wind-Down Budget. If the Cash available for the final distribution is less than the cost to distribute such funds, the Plan Administrator may donate such funds to the unaffiliated charity of its choice.

**K. Allocations.**

Except as otherwise provided in this Plan or as otherwise required by law, distributions with respect to an Allowed Claim shall be allocated first to the principal portion of such Allowed Claim (as determined for U.S. federal income tax purposes) and, thereafter, to the remaining portion of such Allowed Claim, if any.

**L. Distributions Free and Clear.**

Except as otherwise provided in this Plan, any distribution or transfer made under this Plan, including distributions to any Holder of an Allowed Claim, shall be free and clear of any Liens, Claims, encumbrances, charges, and other interests, and no other entity shall have any interest, whether legal, beneficial, or otherwise, in property distributed or transferred pursuant to this Plan.

**M. Claims Paid or Payable by Third Parties.**

1. Claims Paid by Third Parties.

If a Holder of a Claim receives a payment or other satisfaction of its Claim other than through the Debtors or Plan Administrator on account of such Claim, such Claim shall be reduced by the amount of such payment or satisfaction without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, and if the Claim was paid or satisfied in full other than through the Debtors or the Plan Administrator, then such Claim shall be disallowed and any recovery in excess of a single recovery in full shall be paid over to the Plan Administrator without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court. To the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment or satisfaction from a party that is not the Debtors or the Plan Administrator on account of such Claim, such Holder shall, within fourteen (14) calendar days of receipt thereof, repay or return the distribution to the Debtors or the Plan Administrator, to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan.

2. Claims Payable by Third Parties.

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' Insurance Policies until the holder of such Allowed Claim has exhausted all remedies with respect to such Insurance Policy. To the extent that one or more of the Debtors' insurers agrees to satisfy in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), then immediately upon such insurers' agreement, the applicable portion of such Claim may be expunged without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies.

Except as otherwise provided in the Plan, distributions to Holders of Allowed Claims shall be in accordance with the provisions of any applicable insurance policy. Except as set forth in Article IX herein, nothing in this Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtors or any Entity, including the Plan Administrator, may hold against any other Entity, including insurers under any policies of insurance, nor shall anything contained herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

**N. No Postpetition Interest on Claims.**

Unless otherwise specifically provided for in the Plan, or the Confirmation Order, or required by applicable bankruptcy and non-bankruptcy law, postpetition interest shall not accrue or be paid on any prepetition Claims, and no Holder of a Claim shall be entitled to interest accruing on or after the Petition Date on such Claim.

**ARTICLE VII.**  
**PROCEDURES FOR RESOLVING CONTINGENT,**  
**UNLIQUIDATED, AND DISPUTED CLAIMS**

**A. Allowance of Claims.**

After the Effective Date, the Plan Administrator shall have and retain any and all rights and defenses that the Debtor had with respect to any Claim or Interest immediately prior to the Effective Date.

**B. Claims Administration Responsibilities.**

Except as otherwise specifically provided in the Plan, after the Effective Date, the Plan Administrator shall have the sole authority to: (1) File, withdraw, or litigate to judgment, objections to Claims or Interests; (2) settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

**C. Estimation of Claims and Interests.**

Before or after the Effective Date, the Debtors (with the consent of the Required Consenting Term Loan Lenders, such consent not to be unreasonably withheld or delayed) or the Plan Administrator, as applicable, may (but are not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection.

Notwithstanding any provision otherwise herein, a Claim that has been expunged or disallowed from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars (\$0.00) unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the Debtors or the Plan Administrator (as applicable) may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim.

**D. Adjustment to Claims or Interests Without Objection.**

Any Claim that has been paid, satisfied, or assumed by Purchaser(s) in the Sale Transactions, or any Claim that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Debtors or the Plan Administrator (as applicable) without an objection to such Claim having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.



**E. Time to File Objections to Claims.**

Except as otherwise provided herein, any objections to Claims shall be Filed on or before the Claims Objection Bar Date, which date may be extended by the Bankruptcy Court upon a motion filed by the Plan Administrator or the Debtors on or before the Claims Objection Bar Date with notice only to those parties entitled to notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002 as of the filing of such motion.

**F. Disallowance of Claims or Interests.**

Except as otherwise expressly set forth herein, all Claims and Interests of any Entity from which property is sought by the Debtors under sections 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Plan Administrator allege is a transferee of a transfer that is avoidable under sections 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be disallowed if: (1) the Entity, on the one hand, and the Debtors (with the consent of the Required Consenting Term Loan Lenders, such consent not to be unreasonably withheld or delayed) or the Plan Administrator on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turn over any property or monies under any of the aforementioned sections of the Bankruptcy Code; and (2) such Entity or transferee has failed to turn over such property by the date set forth in such agreement or final order.

**G. Disallowance of Late Claims.**

Except as provided herein or otherwise agreed to by the Debtors (with the consent of the Required Consenting Term Loan Lenders, such consent not be unreasonably withheld or delayed) or the Plan Administrator, as applicable, any holder of a Claim Filed via Proof of Claim after the Bar Date shall not receive any distributions on account of such Claims, unless such late Claim has been deemed timely Filed by a Final Order.

**H. Disputed Claims Process.**

All Claims held by Persons or Entities against whom or which the Debtor has commenced a proceeding asserting a Cause of Action under sections 542, 543, 544, 545, 547, 548, 549, or 550 of the Bankruptcy Code or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 548, 549 or 724(a) of the Bankruptcy Code shall be deemed Disputed Claims pursuant to section 502(d) of the Bankruptcy Code and holders of such Claims shall not be entitled to vote to accept or reject this Plan. A Claim deemed Disputed pursuant to this Article VII.H. shall continue to be Disputed for all purposes until the relevant proceeding against the Holder of such Claim has been settled or resolved by a Final Order and any sums due to the Debtor or the Plan Administrator from such holder have been paid.

**I. Amendments to Claims.**

Except as provided herein, on or after the Effective Date, without the prior authorization of the Bankruptcy Court or the Plan Administrator, a Claim may not be Filed or amended and any such new or amended Claim Filed shall be deemed disallowed in full and expunged without any further notice to or action, order, or approval of the Bankruptcy Court.

**J. No Distributions Pending Allowance.**

If an objection to a Claim, Proof of Claim, or portion thereof is Filed, no payment or distribution provided under the Plan shall be made on account of such Claim, Proof of Claim, or portion thereof unless and until the Disputed Claim becomes an Allowed Claim.

**K. Distributions After Allowance.**

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, distributions shall be made to the Holder of such Allowed Claim in accordance with the provisions of the Plan. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim becomes a Final Order, the Disbursing Agent shall provide to the Holder of such Claim the distribution to which such Holder is entitled under the Plan as of the Effective Date, without any interest, dividends, or accruals to be paid on account of such Claim. No interest shall accrue or be paid on any Claim with respect to the period from the Effective Date to the date a final distribution is made on account of such Claim.

**ARTICLE VIII.**

**CONDITIONS PRECEDENT TO THE EFFECTIVE DATE**

**A. Conditions Precedent to the Effective Date.**

The occurrence of the Effective Date of this Plan is subject to each of the following conditions precedent:

1. The Bankruptcy Court shall have entered an order, in form and substance consistent with the RSA, including the consent rights of the Required Consenting Term Loan Lenders contained in the RSA, approving the Disclosure Statement as containing adequate information with respect to the Plan within the meaning of section 1125 of the Bankruptcy Code.
2. This Plan, the Disclosure Statement and the other Definitive Documents, and all other documents contained in any Plan Supplement, including any exhibits, schedules, amendments, modifications, or supplements thereto or other documents contained therein, shall be in full force and effect and in form and substance consistent with the RSA, including the consent rights of the Required Consenting Term Loan Lenders contained in the RSA.
3. The RSA shall not have been terminated, and shall remain in full force and effect, and no event or occurrence shall have occurred that, with the passage of time or the giving of notice, would give rise to the right of the Required Consenting Term Loan Lenders to terminate the RSA;
4. The Bankruptcy Court shall have entered the Confirmation Order, in form and substance consistent with the RSA, including the consent rights of the Required Consenting Term Loan Lenders contained in the RSA, which shall have become a Final Order or as to which any stay of the Confirmation Order pursuant to any Bankruptcy Rule is waived by the Bankruptcy Court;
5. Any applicable Sale Transactions shall have closed, and the Debtors shall have received the Sale Proceeds;

6. The Debtors shall have implemented the Restructuring Transactions and all other transactions contemplated in the RSA and the Plan to be implemented on or before the Effective Date, in a manner consistent with the RSA, including the consent rights of the Required Consenting Term Loan Lenders contained in the RSA.

7. The Professional Fee Reserve Account shall have been fully funded pursuant to the terms of this Plan.

8. All reasonable and documented fees and expenses of the Ad Hoc Group Advisors and the Prepetition Agents shall have been paid in full in Cash as provided in the RSA or the Cash Collateral Order, as applicable;

9. The Wind-Down Budget shall not exceed the Wind Down Amount, and the Priority Claims Amount shall not exceed the Priority Claims Amount Cap;

10. The Plan Administrator shall have been appointed, with the consent of the Required Consenting Term Loan Lenders (such consent not to be unreasonably withheld or delayed), and accepted his or her appointment, and the Plan Administrator Agreement shall have been executed and delivered, in form and substance consistent with the RSA, including the consent rights of the Required Consenting Term Loan Lenders contained in the RSA.

11. All requisite filings with governmental authorities and third parties shall have become effective, and all such governmental authorities and third parties shall have approved or consented to the Restructuring Transaction, to the extent required.

12. All Definitive Documents contemplated hereby to be executed and delivered on or before the Effective Date shall have been executed and delivered in form and substance consistent with the terms of the RSA, including the consent rights of the Required Consenting Term Loan Lenders contained in the RSA;

13. All statutory fees and obligations then due and payable to the U.S. Trustee shall have been paid in full.

**B. Waiver of Conditions.**

Unless otherwise specifically provided for in this Plan, the conditions set forth in Article VIII.A. may be waived, in whole or in part, in writing by the Debtors and the Required Consenting Term Loan Lenders, without notice to any other parties in interest or the Bankruptcy Court and without a hearing.

**ARTICLE IX.  
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS**

**A. Final Satisfaction of Claims and Termination of Interests**

Pursuant to Bankruptcy Rule 9019 (as provided for in Article IV.A) and in consideration for the distributions and other benefits provided pursuant to the Plan, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document

created pursuant to the Plan, the distribution, rights, and treatment that are provided in the Plan shall be in complete settlement, compromise, and release, effective as of the Effective Date, of Claims (including intercompany Claims resolved or compromised after the Effective Date by the Debtors), Interests, and Cause of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities, of Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to service performed by employees of the Debtors before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representation or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim or proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the holder of such Claim or Interest has accepted the Plan.

**B. Releases by the Debtors.**

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, each Released Party is deemed to be conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives, and any and all other Entities who may purport to assert any Claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtors or their Estates, as applicable, whether liquidated or unliquidated, fixed or contingent, known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, that the Debtors, their Estates or Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof) or their Estates, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any claim or interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in-or out-of-court restructuring efforts, intercompany transactions, the Restructuring Transactions, the Sale Transactions, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, Filing, or consummation of the Disclosure Statement, the Sale Transactions, the Plan (including, for the avoidance of doubt, the Plan Supplement), or any Restructuring Transaction, contract, instrument, release, or other

agreement or document created or entered into in connection with the Disclosure Statement, or the Plan, the Filing of the Chapter 11 Cases, the Cash Collateral Order, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for actual fraud, gross negligence, or willful misconduct as determined by a Final Order. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations arising on or after the Effective Date of any party or Entity under the Plan, and Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in this Article IX.B by the Debtors, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that each release described in this Article IX.B is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good-faith settlement and compromise of such Claims; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for a hearing; and (6) a bar to any of the Debtors or their Estates asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property.

**C. Releases by Holders of Claims and Interests.**

As of the Effective Date, for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each of the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged each Debtor and Released Party from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether liquidated or unliquidated, fixed or contingent, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors or their Estates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof) or their Estates, the purchase, sale, or rescission of the purchase or sale of any security or asset of the Debtors or the Debtor Affiliates, including, for the avoidance of doubt, any sale of any of the CAD Assets, the subject matter of, or the transactions or events giving rise to, any claim or interest that is treated in the Plan, the

business or contractual arrangements between any Debtor and any Released Party, the Debtors' in-or out-of-court restructuring efforts, intercompany transactions, the Restructuring Transactions, the Sale Transactions, the Chapter 11 Cases, any Non-Debtor Insolvency Proceedings, the formulation, preparation, dissemination, negotiation, Filing, or consummation of the Disclosure Statement, the Sale Transactions, the Plan (including, for the avoidance of doubt, the Plan Supplement), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, or the Plan, the Filing of the Chapter 11 Cases, the Cash Collateral Order, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, except for actual fraud, gross negligence, or willful misconduct as determined by a Final Order; *provided* that any right to enforce the Plan and Confirmation Order is not so released. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations arising on or after the Effective Date of any party or Entity under the Plan, and Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in this Article IX.C, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that each release described in this Article IX.C is: (1) in exchange for good and valuable consideration provided by the Released Parties; (2) a good-faith settlement and compromise of such Claims; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) an absolute and complete bar to any of the Debtors or their Estates conveying direct or derivative standing to any person or entity to pursue any claim, Cause of Action, or liability against any Released Party, or to assert any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property.

#### D. Exculpation.

Notwithstanding anything herein to the contrary, the Exculpated Parties shall neither have nor incur, and each Exculpated Party is released and exculpated from, any liability to any Holder of a Cause of Action, claim, or interest arising from the Petition Date and on or before the Effective Date for any (a) prepetition act or omission in connection with, relating to, or arising out of, formulating, negotiation, or preparing the Plan, or (b) postpetition act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, consummation of the Sale Transactions, the formulation, preparation, dissemination, negotiation, Filing, or consummation of the Disclosure Statement, the Plan, or any Restructuring Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the Filing of the Chapter 11 Cases, the commencement of any Non-Debtor Insolvency Proceeding, the consummation of any transactions pursuant to any Non-Debtor Insolvency Proceeding, any

transactions arising out of or in connection with the sale of any of the CAD Assets, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of securities pursuant to the Plan or the distribution of property under the Plan or any other related agreement (whether or not such issuance or distribution occurs following the Effective Date), negotiations regarding or concerning any of the foregoing, the administration of the Plan or property to be distributed hereunder, or any other postpetition act or omission in connection with, relating to, arising out of, or in contemplation of the restructuring of the Debtors, except actions determined by Final Order to have constituted actual fraud, or gross negligence, or willful misconduct, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan; *provided* that nothing in this Article IX.D shall operate as a release, waiver, or discharge of any causes of action or liabilities unknown to such Entity as of the Petition Date arising out of gross negligence, willful misconduct, fraud, or criminal acts of any such Exculpated Party as determined by a Final Order.

**E. Injunction.**

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims or interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether liquidated or unliquidated, fixed or contingent, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, contract, tort, or otherwise, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors or their Estates, that such Entity would have been legally entitled to assert (whether individually or collectively), that have been released, settled, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind, except to the extent such assertions are used as a defense to claims or Causes of Action by the Debtors arising prior to the Effective Date, against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such

claims or interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

Upon entry of the Confirmation Order, all Holders of claims and interests and their respective current and former employees, agents, officers, directors, principals, and direct and indirect affiliates shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under or reinstatement of such Allowed Claim or Allowed Interest, as applicable, pursuant to the Plan, shall be deemed to have consented to the injunction provisions set forth in this Article IX.E of the Plan.

#### **F. Setoffs.**

Except as otherwise expressly provided for in the Plan, each Debtor and the Plan Administrator (as applicable), pursuant to the Bankruptcy Code (including section 552 of the Bankruptcy Code), applicable non-bankruptcy law or as may be agreed to by the Holder of a Claim or an Interest, may set off against any Allowed Claim or Allowed Interest and the distributions to be made pursuant to the Plan on account of such Allowed Claim or Allowed Interest (before any distribution is made on account of such Allowed Claim or Allowed Interest), any claims, rights and Causes of Action of any nature that such Debtor or the Plan Administrator, as applicable, may hold against the Holder of such Allowed Claim or Allowed Interest, to the extent such claims, rights or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); *provided*, however, that neither the failure to effect such a setoff nor the allowance of any Claim or Interest pursuant to the Plan shall constitute a waiver or release by such Debtor or the Plan Administrator of any such claims, rights and Causes of Action that such Debtor or the Plan Administrator may possess against such Holder. In no event shall any Holder of Claims or Interests be entitled to set off any Claim or Interest against any claim, right or Cause of Action of the applicable Debtor or the Plan Administrator unless such Holder has Filed a motion with the Bankruptcy Court requesting the authority to perform such setoff on or before the Confirmation Date.

#### **G. Release of Liens.**

Except as otherwise provided in the Plan, the Plan Supplement, or any contract, instrument, release, or other agreement or document created pursuant to the Plan, immediately following the making of all distributions to be made to an applicable Holder pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, except for Other Secured Claims that the Debtors elect to reinstate in accordance with Article III.B.1 hereof, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, compromised, and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert automatically to the applicable Debtor



and its successors and assigns. Any Holder of such Secured Claim (and the applicable agents for such Holder) shall be authorized and directed to release any collateral or other property of any Debtor (including any cash collateral and possessory collateral) held by such Holder (and the applicable agents for such Holder), and to take such actions as may be reasonably requested by the Debtors to evidence the release of such Lien, including the execution, delivery, and Filing or recording of such releases. The presentation or Filing of the Confirmation Order to or with any federal, state, provincial, or local agency or department shall constitute good and sufficient evidence of, but shall not be required to effect, the termination of such Liens.

#### **H. Recoupment.**

In no event shall any Holder of Claims or Interests be entitled to recoup any Claim or Interest against any claim, right, or Cause of Action of the Debtors, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date.

### **ARTICLE X. BINDING NATURE OF PLAN**

THIS PLAN SHALL BIND ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING WHETHER OR NOT SUCH HOLDER

(I) WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES, OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN.

### **ARTICLE XI. RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors, and this Plan to the fullest extent permitted by law, including, without limitation, jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of Claims or Interests;
2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;
3. resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including cure amounts pursuant to section 365 of the Bankruptcy Code; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; and/or (c) any dispute regarding whether a contract or lease is or was executory or expired;

4. ensure that distributions to Holders of Allowed Claims and Allowed Interests are accomplished pursuant to the provisions of the Plan;
5. adjudicate, decide or resolve any motions, adversary proceedings, contested, or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;
6. adjudicate, decide, or resolve any and all matters related to Causes of Action, including any claims that may be brought against, or on behalf of, any Debtor, any director, officer, employee, creditor, member, interest holder, or other Released Party or Exculpated Party of a Debtor in their capacity as such;
7. adjudicate, decide, or resolve any and all matters related to sections 1141 and 1145 of the Bankruptcy Code;
8. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;
9. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the interpretation or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;
10. issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Entity with enforcement of the Plan;
11. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the releases, injunctions, and other provisions contained in the Plan and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;
12. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
13. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or the Sale Documents, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;
14. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by any holder for amounts not timely repaid;
15. adjudicate any and all disputes arising from or relating to distributions under the Plan;

16. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
17. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;
18. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
19. recover all assets of the Debtors and property of the Debtors' Estates, wherever located;
20. hear and determine any Causes of Action that may be brought by the Plan Administrator;
21. hear and determine any other rights, claims, or Causes of Action held by or accruing to the Debtors or the Plan Administrator pursuant to the Bankruptcy Code or any applicable state or federal statute or legal theory;
22. enter an order or final decree concluding or closing the Chapter 11 Cases;
23. enforce all orders previously entered by the Bankruptcy Court; and
24. adjudicate all other matters over which the Bankruptcy Court has jurisdiction.

**ARTICLE XII.**  
**MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN**

**A. Modification and Amendment.**

This Plan may be amended, modified, or supplemented by the Debtors, in accordance with the terms of the RSA, including any consultation or consent rights of the Required Consenting Term Loan Lenders granted therein, in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code. In addition, after the Confirmation Date, the Debtors, in accordance with the terms of the RSA, including any consultation or consent rights of the Required Consenting Term Loan Lenders granted therein, may remedy any defect or omission or reconcile any inconsistencies in this Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes or effects of this Plan, and any Holder of a Claim or Interest that has accepted this Plan shall be deemed to have accepted this Plan as amended, modified, or supplemented.

**B. Effect of Confirmation on Modifications.**

Entry of the Confirmation Order shall mean that all modifications or amendments to the Plan since the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or re-solicitation under Bankruptcy Rule 3019.

**C. Revocation or Withdrawal of Plan.**

Subject to the terms of the RSA, including any consultation or consent rights of the Required Consenting Term Loan Lenders granted therein, the Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date as to any or all of the Debtors. If, with respect to a Debtor, this Plan has been revoked or withdrawn prior to the Effective Date, or if confirmation or the occurrence of the Effective Date as to such Debtor does not occur on the Effective Date, then, with respect to such Debtor (1) this Plan shall be null and void in all respects; (2) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption or rejection of executory contracts or unexpired leases affected by this Plan, and any document or agreement executed pursuant to this Plan shall be deemed null and void; and (3) nothing contained in this Plan shall (i) constitute a waiver or release of any Claim by or against, or any Interest in, such Debtor or any other Person, (ii) prejudice in any manner the rights of such Debtor or any other Person, or (iii) constitute an admission of any sort by any Debtor or any other Person.

**ARTICLE XIII.  
MISCELLANEOUS PROVISIONS**

**A. Immediate Binding Effect.**

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Effective Date, the terms of this Plan shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Plan Administrator, the holders of Claims and Interests, the Released Parties, and each of their respective successors and assigns. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable thereafter.

**B. Additional Documents.**

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors or the Plan Administrator (as applicable) and all Holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may reasonably be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

**C. Substantial Consummation.**

On the Effective Date, this Plan shall be deemed to be substantially consummated (within the meaning set forth in section 1101 of the Bankruptcy Code) pursuant to section 1127(b) of the Bankruptcy Code.

**D. Reservation of Rights.**

The Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. None of the Filing of the Plan, any statement or provision contained in the Plan, or the taking of any action by the Debtors with respect to the Plan, the Disclosure Statement, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of the Debtors with respect to the Holders of Claims or Interests prior to the Effective Date.

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**E. Successors and Assigns.**

The rights, benefits, and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, beneficiaries or guardian, if any, of each Entity.

**F. Determination of Tax Liabilities.**

As of the Effective Date, the Plan Administrator (to the extent not the responsibility of the Purchaser(s)) will be responsible for preparing and filing any tax forms or returns on behalf of the Debtors' Estates; *provided*, that the Plan Administrator shall not be responsible for preparing or filing any tax forms for Holders of Interests in the Debtors (which Interests shall be cancelled pursuant to this Plan), but shall provide such Holders with any information reasonably required to prepare such forms. The Debtors and the Plan Administrator shall have the right to request an expedited determination of any tax liability pursuant to section 505 of the Bankruptcy Code, including on any unpaid liability of the Debtors' Estates for any tax incurred during the administration of these Chapter 11 Cases.

**G. Dissolution of the Committee.**

On the Effective Date, any duly appointed Committee will dissolve and the members thereof will be released and discharged from all duties and obligations arising from or related to these Chapter 11 Cases.

**H. Notices.**

In order for all notices, requests, and demands to or upon the Debtors and the Plan Administrator, as the case may be, to be effective such notices, requests and demands shall be in writing (including by electronic mail) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by email, when received, and served on or delivered to the following parties:

Debtors	Counsel to the Debtors
Casa Systems, Inc. 100 Old River Road Andover, MA 01810 Attention: Timothy Rodenberger, General Counsel	Sidley Austin LLP 787 Seventh Avenue New York, NY 10019 Attention: Stephen Hessler, Patrick Venter, Margaret R. Alden Email: shessler@sidley.com pventer@sidley.com malden@sidley.com  Sidley Austin LLP One South Dearborn Chicago, IL 60603 Attention: Ryan Fink Email: ryan.fink@sidley.com  Sidley Austin LLP 1999 Avenue of the Stars Los Angeles, California Attention: Julia Philips Roth Email: julia.roth@sidley.com

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**Counsel to the Ad Hoc Group**

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Akin Gump Strauss Hauer & Feld LLP  
One Bryant Park  
New York, NY 10036  
Attention: Philip Dublin, Kevin Eide, Melanie A. Miller  
Email: pdublin@akingump.com  
keide@akingump.com  
melanie.miller@akingump.com

Plan Administrator	Counsel to the Plan Administrator
To be included in the Plan Supplement.	To be included in the Plan Supplement.

After the Effective Date, Persons or Entities that wish to continue to receive documents pursuant to Bankruptcy Rule 2002 must File a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Plan Administrator is authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities that Filed such renewed requests.

#### **I. Term of Injunctions or Stays.**

Except as otherwise provided in this Plan, to the maximum extent permitted by applicable law and subject to the Bankruptcy Court's post-confirmation jurisdiction to modify the injunctions and stays under this Plan (1) all injunctions with respect to or stays against an action against property of the Debtors or the Debtors' Estates arising under or entered during the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code, and in existence on the date the Confirmation Order is entered, shall remain in full force and effect until such property is no longer property of the Debtors or the Debtors' Estates; and (2) all other injunctions and stays arising under or entered during the Chapter 11 Cases under sections 105 or 362 of the Bankruptcy Code shall remain in full force and effect until the earliest of (i) the date that the Chapter 11 Cases are closed pursuant to a final order of the Bankruptcy Court, or (ii) the date that the Chapter 11 Cases are dismissed pursuant to a final order of the Bankruptcy Court. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect indefinitely.

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**J. Entire Agreement.**

On the Effective Date, the Plan and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

**K. Plan Supplement.**

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. Copies of such exhibits and documents shall be made available upon written request to the Debtors' counsel or the Plan Administrator's counsel (as applicable) at the address above or by downloading such exhibits and documents free of charge from the Notice and Claims Agent's website. All documents in the Plan Supplement are considered an integral part of the Plan and shall be deemed approved by the Bankruptcy Court pursuant to the Confirmation Order.

**L. Governing Law.**

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of Delaware, without giving effect to the principles of conflict of laws, shall govern the rights, obligations, construction, and implementation of the Plan, any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, in which case the governing law of such agreement shall control), and corporate governance matters.

**M. Nonseverability of Plan Provisions.**

If any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation.

The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is the following: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the consent of the Debtors or the Plan Administrator (as applicable); and (3) nonseverable and mutually dependent.

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**N. Closing of the Chapter 11 Cases.**

After the full administration of the Chapter 11 Cases, the Plan Administrator shall promptly File with the Bankruptcy Court all documents required by Bankruptcy Rule 3022, a motion pursuant to Local Rule 3022-1(a), and any applicable order of the Bankruptcy Court to close the Chapter 11 Cases.

*[Remainder of page intentionally left blank.]*



Dated: April 3, 2024

Respectfully submitted,

*/s/ Edward Durkin*

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By: Edward Durkin  
Chief Financial Officer  
Casa Systems, Inc.

[Signature Page to Plan of Liquidation]

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**EXHIBIT C**

**Form of Joinder Agreement**

The undersigned (“**Joinder Party**”) hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of April 2, 2024 (as amended, supplemented, amended and restated, or otherwise modified from time to time, the “**Agreement**”),<sup>1</sup> by and among Casa Systems, Inc., a Delaware corporation, and its affiliates and subsidiaries bound thereto and the Consenting Term Loan Lenders thereunder.

1. **Agreement to be Bound.** The Joinder Party hereby agrees to be bound by all of the terms of the Agreement, a copy of which is attached hereto as **Annex I** (as the same has been or may hereafter be amended, restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof). The Joinder Party shall hereafter be deemed to be a “Consenting Term Loan Lender” and a “Party” for all purposes under the Agreement and with respect to all Company Claims/Interests held by the Joinder Party.
2. **Representations and Warranties.** The Joinder Party hereby (i) represents and warrants that it is a Permitted Transferee and (ii) makes the representations and warranties of the Consenting Term Loan Lenders set forth in Section 10 and Section 12 of the Agreement, in each case to each other Party, effective as of the date hereof.
3. **Governing Law.** This Joinder to the Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to any conflicts of law provisions which would require the application of the Law of any other jurisdiction.

[Signature Page Follows]

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<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

**JOINDER PARTY:** \_\_\_\_\_

Date Executed: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Address:

E-mail address(es):

**Aggregate Amounts Beneficially Owned or Managed on Account of:**

Prepetition Superpriority Term Loan

Prepetition Stub Term Loan

Warrants

Existing Equity Interests

**EXHIBIT D**

**Provision for Transfer Agreement**

The undersigned (“**Transferee**”) hereby acknowledges that it has read and understands the Restructuring Support Agreement, dated as of \_\_\_\_\_ (the “**Agreement**”),<sup>1</sup> by and among Casa Systems, Inc., a Delaware corporation, and its affiliates and subsidiaries bound thereto and the Consenting Term Loan Lenders, including the transferor to the Transferee of any Company Claims/Interests (each such transferor, a “Transferor”), and agrees to be bound by the terms and conditions thereof to the extent the Transferor was thereby bound, and shall be deemed a “Consenting Term Loan Lender” and a [“Consenting [ ] Lender”] under the terms of the Agreement.

The Transferee specifically agrees to be bound by the terms and conditions of the Agreement and makes all representations and warranties contained therein as of the date of the Transfer, including the agreement to be bound by the vote of the Transferor if such vote was cast before the effectiveness of the Transfer discussed herein.

Date Executed:

\_\_\_\_\_  
Name:  
Title:  
Address:  
E-mail address(es):

**Aggregate Amounts Beneficially Owned or Managed on Account of:**

Prepetition Superpriority Term Loan	[ ]
Prepetition Stub Term Loan	[ ]
Warrants	[ ]
Existing Equity Interests	[ ]

<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

**ASSET PURCHASE AGREEMENT**

**by and among**

**LUMINE GROUP US HOLDCO INC., as Purchaser,**

**and**

**CASA SYSTEMS, INC.,**

**CASA COMMUNICATIONS Ltd.**

**GUANGZHOU CASA COMMUNICATIONS Ltd**

**CASA TECHNOLOGIES LIMITED,**

**CASA COMMUNICATIONS TECHNOLOGY S.L.U.,**

**CASA SYSTEMS CANADA LIMITED, and**

**CASA SYSTEMS B.V.**

**as Sellers**

**Dated as of April 2, 2024**

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## EXHIBITS

Exhibit A	Escrow Agreement
Exhibit B	Form of Bill of Sale and Assignment and Assumption Agreement
Exhibit C	IP Assignment Agreement



## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”), dated as of April 2, 2024 is entered into by and among Lumine Group US Holdco Inc., a Delaware corporation (“**Purchaser**”), Casa Communications Limited, an Ireland private company limited by shares (“**Casa Ireland**”), Guangzhou Casa Communications Ltd, a China enterprise with foreign investment (“**Casa China**”), Casa Technologies Limited, a Hong Kong limited company (“**Casa Hong Kong**”), Casa Systems Canada Ltd., an Ontario corporation (“**Casa Canada**”), Casa Systems B.V., a Netherlands private company with limited liability (“**Casa Netherlands**”) and Casa Communications Technology S.L.U., a Spain private limited company (“**Casa Spain**” and, together with, Casa Ireland, Casa China, Casa Hong Kong, Casa Canada and Casa Netherlands, the “**International Sellers**”) Casa Systems, Inc., a Delaware corporation (the “**Casa Seller**” and, together with the International Sellers, the “**Sellers**”). Purchaser and the Sellers are collectively referred to as the “**Parties**” and each individually as a “**Party**”.

### RECITALS

**WHEREAS**, the Sellers are engaged in the Business and own all of the Transferred Assets;

**WHEREAS**, Purchaser and the Sellers are contemplating, among other things, that Purchaser will purchase the Sellers’ right, title and interest in and to the Transferred Assets and assume the Assumed Liabilities on the terms and subject to the conditions set forth in this Agreement;

**WHEREAS**, the Casa Seller and a subset of the International Sellers also intend to enter into an Asset Purchase Agreement (the “**Other Agreement**”) with a purchaser (the “**Other Purchaser**”) pursuant to which the Casa Seller and a subset of the International Sellers sell, transfer, assign, convey and deliver certain assets related to the Other Business;

**WHEREAS**, following the execution of this Agreement, the Casa Seller and certain of its Affiliates will commence voluntary cases under Chapter 11 of the Bankruptcy Code (collectively, the “**Bankruptcy Cases**”) by filing petitions for relief in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”); and

**WHEREAS**, the Parties desire to consummate the Transactions as promptly as practicable following the satisfaction of the conditions precedent set out herein, including the entry of the Sale Order by the Bankruptcy Court.

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

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**ARTICLE 1**  
**DEFINED TERMS**

1.1 **Defined Terms.** The following terms shall have the following meanings in this Agreement:

“**Action**” means any action, proceeding, investigation, audit, suit, claim, arbitration or litigation (whether civil, criminal or administrative) commenced, brought, conducted or heard by or before any Governmental Authority or arbitrator.

“**Affiliate**” means, with respect to any Person, any other Person, directly or indirectly, controlling, controlled by, or under common control with, such Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made. For the purposes of this definition, “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

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

“**Allocation Methodology**” has the meaning set forth in Section 2.10.

“**Allocation Notice of Objection**” has the meaning set forth in Section 2.10.

“**Allocation Statement**” has the meaning set forth in Section 2.10.

“**Asset Tax Return**” means a Tax Return relating to an obligation to pay Taxes that are determined based upon the operation of the Business or the ownership or operation of the Transferred Assets (including those related to leased property, but, for the avoidance of doubt, not including any Tax Returns relating to Taxes based on net or gross income, VAT or Transfer Taxes).

“**Asset Taxes**” means any Taxes with respect to the operation of the Business or the ownership or operation of the Transferred Assets (including property Taxes) other than (a) Income Taxes, (b) VAT and (c) Transfer Taxes.

“**Assigned Contracts**” has the meaning set forth in Section 2.1(d).

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

“**Assumption Notice**” has the meaning set forth in Section 5.2(a).

“**Attorney-Client Information**” has the meaning set forth in Section 10.17.

“**Automatic Transfer Employee**” means an employee who is dedicated or primarily provides their services to the Business and whose employment is expected to transfer from Seller or any of its Affiliates to Purchaser or any of its Affiliates on the Closing Date pursuant to the Regulations, as designated “Automatic Transfer Employees” on the Scheduled Employees Schedule.

“**Avoidance Actions**” means any and all avoidance, recovery, subordination, or other claims, actions, or remedies that may be brought by or on behalf of the Casa Seller or its estate or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy Law, including actions or remedies under Sections 502, 510, 542, 544, 545, and 547 through and including 553 of the Bankruptcy Code.

“**Bankruptcy Cases**” has the meaning set forth in the Recitals.

“**Bankruptcy Code**” means title 11 of the United States Code, 11 U.S.C. § 101 et seq.

“**Bankruptcy Court**” has the meaning set forth in the Recitals.

“**Base Amount**” equals \$15,000,000.

“**Bill of Sale and Assignment and Assumption Agreement**” means the bill of sale and assignment and assumption agreement, dated as of the Closing Date, by and between the Sellers and Purchaser, substantially in the form attached hereto as Exhibit B.

“**Business**” means the Casa Seller’s cloud/RAN business, including, without limitation, it 4G/5G core, small cell core, security gateway (SeGW), cellular IoT serving gateway node (C-SGN), evolved packet core (EPC), application gateway function (AGF), home next generation node B 4G/5G (HeNB-GW HgNB-GW), evolved packet data gateway (ePDG), non-3GPP interworking function (N3IWF), Axyom network manager (ANM), Axyom element management system (AeMSA), and Apex radio access network (RAN) solutions – 4G, 4G/5G, and 5G radio solutions.

“**Business Day**” means any day other than (a) a Saturday, Sunday or federal holiday or (b) a day on which commercial banks in the State of Massachusetts are authorized or required to be closed.

“**Business Records**” has the meaning set forth in Section 2.1(e).

“**Casa Canada**” has the meaning set forth in the preamble.

“**Casa China**” has the meaning set forth in the preamble.

“**Casa Hong Kong**” has the meaning set forth in the preamble.

“**Casa Ireland**” has the meaning set forth in the preamble.

“**Casa Netherlands**” has the meaning set forth in the preamble.

“**Casa Seller**” has the meaning set forth in the preamble.

“**Casa Spain**” has the meaning set forth in the preamble.

“**Closing**” has the meaning set forth in Section 2.6.

“**Closing Date**” has the meaning set forth in Section 2.6.

“**Code**” means the Internal Revenue Code of 1986, as amended, or any successor Law.

“**Confidentiality Agreement**” means that certain Non-disclosure Agreement, dated as of June 9, 2022, by and between the Casa Seller and N. Harris Computer Corporation.

“**Conforming Cash Collateral Order**” means an order that is entered by the Bankruptcy Court (a) to which holders of any Lien referenced in such order shall have consented and (b) is acceptable to Purchaser in its reasonable discretion, that: (i) approves the Expense Reimbursement Amount as an administrative expense under section 503(b) of the Bankruptcy Code; (ii) provides for and directs the payment of \$375,000 of the Expense Reimbursement Amount on a senior basis to the Liens of the Term Lenders; (iii) provides for any remaining portion of the Expense Reimbursement Amount to be paid in accordance with the priority of an administrative expense under the Bankruptcy Code; *provided* that such remaining portion shall only be payable on or after the effective date of a confirmed chapter 11 plan; *provided further* that in the event of a chapter 7 liquidation, claims with respect to such amount shall be considered valid administrative claims against the estate; and (iv) provides sufficient liquidity to Sellers to operate the Business until the Closing Date.

“**Consent**” means any consent, approval, authorization, waiver or license.

“**Continuing Employee**” has the meaning set forth in Section 6.9(b).

“**Continuing Offer Employee**” has the meaning set forth in Section 6.9(b).

“**Contract**” means any legally binding written agreement, obligation, undertaking, purchase order, arrangement, mortgage, indenture, lease (whether for real or personal property), contract or subcontract, commitment or other binding arrangement or understanding, and any amendments, modifications or supplements thereto.

“**Contracting Parties**” has the meaning set forth in Section 10.15

“**Cure Costs**” means any and all costs, expenses or actions that are required to be paid and obligations that otherwise must be satisfied under Sections 365(b)(1)(A) and (B) of the Bankruptcy Code or in connection with the assumption and/or assignment of any Potential US Assigned Contract, as agreed upon by the Parties or determined by the Bankruptcy Court.

“**Data Protection Laws**” means all applicable Laws governing privacy, security, or data protection with respect to the Processing of Personal Information (including all applicable Laws of jurisdictions where Personal Information was collected), general data protection, data breach notification, consumer protection, requirements for website and mobile application privacy, cookie, and online behavioral marketing policies and practices, Social Security number protection, data security, and email, text message, or telephone communications, and including, without limitation, Regulation (EU) 2016/679 (General Data Protection Regulation), the E-Privacy Directive (2002/58/EC), the Data Protection Act 2018, the UK GDPR as defined in section 3 of the Data Protection Act 2018, the Personal Information Protection and Electronic Documents Act (PIPEDA), the General Data Protection Law (Law No. 13.709/2018 (Lei Geral de Proteção de Dados)), the Federal Trade Commission Act, the Telephone Consumer Protection Act, the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 and the California Consumer Privacy Act of 2018.

**“Data Protection Policies”** means Sellers’ past or present, internal or public-facing privacy, cybersecurity, or other data protection-related policies, procedures, notices, and statements with respect to the Processing of Personal Information, including, without limitation, any (i) written information security policies and procedures, (ii) incident response plan, (iii) backup and recovery plan, (iv) disaster recovery and business continuity plan, and (v) privacy policy.

**“Data Protection Requirements”** means (i) Data Protection Laws; (ii) Data Protection Policies; (iii) obligations under Contracts governing privacy, security, or data protection with respect to Processing of Personal Information; and (iv) any applicable rules of self-regulatory organizations, industry standards, and guidelines by which the Sellers are bound.

**“Deposit Escrow Account”** means an escrow account to be established and maintained by Escrow Agent pursuant to the Escrow Agreement.

**“Deposit Escrow Amount”** means \$750,000.

**“Designated US Contracts”** has the meaning set forth in Section 5.2(b).

**“Determined Cure Costs”** means, in the aggregate, all Cure Costs payable or to be held in reserve pending resolution of a Cure Cost dispute in accordance with the procedures set forth in the Sale Motion in respect of the Designated US Contracts, as determined pursuant to the Sale Order.

**“Disputed IP”** has the meaning set forth in Section 6.10(b).

**“DPA”** means Section 721 of the Defense Production Act of 1950, as amended, 50 U.S.C. §4565, and all interim and final rules and regulations issued and effective thereunder.

**“Employment Matters”** means all matters relating to the employment or engagement of labor or workers, including, without limitation, matters relating to discrimination or harassment in employment; terms and conditions of employment; termination of employment; wages; overtime classification; pay transparency; hours; meal and rest breaks; employee leave requirements; child labor; occupational safety and health; plant closings; mass layoffs; employee whistle-blowing; immigration and employment eligibility verification; employee privacy; pay transparency; employee training; employee wage statements; biometric screening of employees; use of artificial intelligence and automated decision-making regarding employees and applicants; defamation; background checks and other consumer reports regarding employees and applicants; employment practices; negligent hiring or retention; affirmative action and other employment-related obligations on federal contractors and subcontractors; prevailing wages; classification of employees, consultants and independent contractors; labor relations; collective bargaining; unemployment insurance; the collection and payment of withholding and/or social security taxes and any similar tax; and workers’ compensation.

**“Enforceability Exceptions”** means applicable bankruptcy, insolvency, reorganization, moratorium, receivership and similar Laws affecting the enforcement of creditors’ rights generally and general equitable principles.

“**Environmental Laws**” means any applicable Law relating to pollution or protection of the environment or worker health and safety (in respect of exposure to Hazardous Substances), including such Laws relating to the use, treatment, storage, disposal, Release or transportation of Hazardous Substances.

“**Equipment**” has the meaning set forth in Section 2.1(f).

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and any regulations issued pursuant thereto.

“**ERISA Affiliate**” means any other entity which, together with the Casa Seller, would be treated as a single employer under Code Section 414 or ERISA Section 4001(b).

“**Escrow Agent**” means Epiq Corporate Restructuring, LLC, a New York limited liability company.

“**Escrow Agreement**” means the Escrow Agreement, by and among Purchaser, the Casa Seller and the Escrow Agent, a copy of which is attached hereto as Exhibit A.

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

“**Excluded Books and Records**” means the following originals and copies of those books and records, documents, data and information (in whatever form maintained) of the Sellers and the Business: (i) all corporate minute books (and other similar corporate records) and stock records of the Sellers, (ii) any books and records relating to the Excluded Assets, (iii) all income Tax Returns of the Sellers and its Affiliates, or (iv) any books, records or other materials that the Sellers (x) are required by Law to retain (copies of which, to the extent permitted by Law, will be made available to Purchaser upon Purchaser’s reasonable request) or (y) are prohibited by Law from delivering to Purchaser.

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

“**Expense Reimbursement Amount**” means all reasonable and documented out of pocket costs, expenses and fees incurred by Purchaser in connection with evaluating, negotiating, documenting and performing the Transactions, including fees, costs and expenses of any professionals (including financial advisors, outside legal counsel, accountants, experts and consultants) retained by or on behalf of Purchaser in connection with or related to the authorization, preparation, investigation, negotiation, execution and performance of this Agreement and the Transactions, including the Bankruptcy Cases and other judicial and regulatory proceedings related to such Transactions in an aggregate amount not to exceed \$750,000.

“**Final Order**” means an Order, judgment or other decree of the Bankruptcy Court or any other Governmental Authority of competent jurisdiction that has not been reversed, vacated, modified or amended, is not stayed and remains in full force and effect; *provided*, that such Order shall be considered a Final Order only after the time period for third parties seeking appeal has expired without the filing of any appeal or motion for reconsideration.

“**Fraud**” means actual and intentional common law fraud (but not, for the avoidance of doubt, fraud based on constructive knowledge, negligent misrepresentation or omission, or any form of fraud based on recklessness or negligence) by a Party or its representatives, as determined in accordance with the Laws of the State of Delaware, with respect to the making of any representation or warranty by such Party set forth in this Agreement.

“**Free and Clear**” means free and clear of all Liens (other than the Permitted Liens and the Assumed Liabilities) to the maximum extent permitted by Section 363(f) of the Bankruptcy Code.

“**GAAP**” means generally accepted accounting principles in the United States as of the date hereof.

“**Government Official**” has the meaning set forth in Section 3.4(d).

“**Governmental Authority**” means any domestic or foreign national, provincial, state, multi-state or municipal or other local government, any subdivision, agency, commission or authority thereof, any court (including the Bankruptcy Court) or tribunal or any quasi-governmental or private body exercising any regulatory or taxing authority thereunder (including the IRS).

“**Hazardous Substances**” means any substances, materials or wastes which are defined as or included in the definition of “hazardous substances”, “hazardous wastes”, “hazardous materials”, “toxic substances”, “pollutants” or “contaminants” under any Environmental Law, including any petroleum or refined petroleum products, radioactive materials, friable asbestos or polychlorinated biphenyls.

“**Income Taxes**” means (a) all Taxes based upon, measured by, or calculated with respect to gross or net income, gross or net receipts or profits (including franchise Taxes and any capital gains, alternative minimum, and net worth Taxes, but excluding Transfer Taxes, VAT and ad valorem, excise, sales, use, property Taxes); (b) Taxes based upon, measured by, or calculated with respect to multiple bases (including corporate franchise, doing business, or occupation Taxes) if one or more of the bases upon which such Tax may be based, measured by, or calculated with respect to is included in clause (a) above; or (c) withholding Taxes measured with reference to or as a substitute for any Tax included in clause (a) or (b) above.

“**Intellectual Property**” means any and all of the following in any jurisdiction throughout the world: (i) patent disclosures, inventions, discoveries, patents and patent applications (whether provisional or non-provisional), together with all reissues, continuations, continuations-in-part, divisionals, revisions, extensions, reissues or reexaminations thereof and all registrations and applications therefor, and any patent or application claiming priority from or claiming priority to any of the foregoing, and all foreign equivalents to any of the foregoing, and equivalent or similar rights anywhere in the world in inventions and discoveries; (ii) trademarks, service marks, certification marks, trade dress, service names, trade names, brand names, logos, business names, corporate names and other indicia source or origin or business identifiers, all registrations and applications for registration for any of the foregoing, and extensions and renewals of any of the foregoing, and, in each case of any of the foregoing, together with all of the goodwill associated therewith; (iii) works of authorship (whether published or unpublished works), including in Software, websites, website content, advertising content and promotional materials, copyright rights in and to any of the foregoing, and all registrations and applications for registration of any

of the foregoing, and renewals and extensions of any of the foregoing, and all other rights corresponding to any of the foregoing; (iv) confidential information, trade secrets and know-how; (v) all other rights in Software; (vi) internet domain name registrations, internet protocol addresses, URLs, website addresses, social media accounts and other electronic identifiers (including, by way of example and not limitation, Twitter and Facebook “handles”, telephone numbers, and cellular texting short codes), whether or not trademarks; (vii) all rights to prepare, file, prosecute and maintain applications and registrations directed to any of the foregoing, and to bring actions and enforce all of the foregoing for any and all past, current and future infringement or violation of any of the foregoing; and (viii) all other intellectual property and proprietary rights and similar, corresponding or equivalent rights to any of the foregoing, registered and unregistered, existing under common or statutory Law of any country in the world or under any treaty.

“**International Assigned Contracts**” has the meaning set forth in Section 2.1(d).

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

“**IP Assignment Agreement**” means Intellectual Property Assignment Agreement, dated as of the Closing Date, by and between the Sellers and Purchaser, substantially in the form attached hereto as Exhibit C.

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

“**Knowledge**” means (a) with regard to the Sellers, the actual knowledge of Michael Glickman, Edward Durkin, Colin Kincaid and Carmen Pombeiro, in each case as of the date of this Agreement (or, with respect to a certificate delivered pursuant to this Agreement, as of the date of delivery of such certificate) and (b) with regard to Purchaser, the actual knowledge, without any implication of verification or investigation concerning such knowledge, of CEO, VP Mergers & Acquisitions, and Garcia Group President as of the date of this Agreement (or, with respect to a certificate delivered pursuant to this Agreement, as of the date of delivery of such certificate).

“**Law**” means any federal, national provincial, state, local law, ordinance, principle of common law, code, regulation, statute or order of any Governmental Authority.

“**Law Firm**” means Sidley Austin LLP and its successors and Young Conaway Stargatt & Taylor, LLP and its successors.

“**Leased Real Property**” has the meaning set forth in Section 3.6(b).

“**Leases**” means the leases and subleases governing real property used or leased by the Business.

“**Liabilities**” means debts, liabilities, duties, obligations or commitments of any nature whatsoever, whether direct or indirect, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise, whenever or however arising (including whether arising out of any Contract or in a tort claim based on negligence or strict liability).



“**Lien**” means all forms of lien (including mechanic’s, contractor’s or other similar liens arising under or relating to the provision of goods or services on or to any Transferred Assets, and liens issued pursuant to Section 361, 363 or 364 of the Bankruptcy Code), encumbrance, defect or irregularity in title, pledge, mortgage, deed of trust, deed to secure debt, security interest, charge, transfer restriction or similar agreement or encumbrance, including any dedication under any gathering, transportation, treating, processing, fractionating, purchase, sale or similar agreements, or any other rights granted or consensual as or against any Transferred Assets including easements, encroachments, rights of first refusal, options, or any other interest or right in property that constitutes a lien or interest within the definition or adjudication of such terms under the Bankruptcy Code.

“**Losses**” means, with respect to any Person, any actual losses, Liabilities, claims, demands, judgments, damages, fines, suits, actions, out-of-pocket costs and expenses (including reasonable attorneys’ fees) against or affecting such Person.

“**Malicious Code**” has the meaning set forth in [Section 3.11\(f\)](#).

“**Material Adverse Effect**” means any change, event, effect, state of facts or occurrence that individually or in the aggregate (taking into account all other such changes, events, effects, states of fact or occurrences) has had or would reasonably be expected to have, a material adverse effect on (1) the Transferred Assets or the assets, properties, financial condition or results of operations of the Business (excluding the Excluded Assets and the Excluded Liabilities), in each case, taken as a whole or (2) the ability of the Sellers to consummate the transactions contemplated by this Agreement or to perform any of its obligations under this Agreement; *provided, however*, that none of the following shall be deemed (either alone or in combination) to constitute, and none of the following shall be taken into account in determining whether there has been or may be, a Material Adverse Effect: (a) any change in general business, industry or economic conditions affecting any industry in which the Business operates; (b) any change in the United States or foreign economies, or securities, banking or financial markets in general (including (i) any disruption in any of the foregoing markets, (ii) debt defaults or other restructuring events of any country with respect to which bondholders take a discount to the debt of any country or any increases in the interest rates for any country’s debt, (iii) any change in currency exchange rates, (iv) any decline or rise in the price of any security, commodity, contract or index and (v) any increased cost, or decreased availability, of capital or pricing or terms related to any financing for the Transactions); (c) any change from, the occurrence, escalation or material worsening of any act of God or other calamity, natural disaster, pandemic or disease, outbreak of disease or other public health emergency (including COVID-19), hostility, act of war, sabotage, cyber-attack or terrorism or military action or any escalation or worsening of any such conditions; (d) any breach of this Agreement by Purchaser; (e) any specific action required to be taken (or omitted) by this Agreement or taken (or omitted) by the Sellers at the written request of Purchaser; (f) any change in Laws or accounting rules (including GAAP) or any interpretation thereof; (g) the failure of the Business to meet any of its projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (provided that any change, event, effect, state of facts or occurrence giving rise to such failure may be taken into account in determining whether there has been a Material Adverse Effect); (h) national or international political, labor or social conditions; (i) the public announcement of, entry into or pendency of, actions required or contemplated by or performance of obligations under, this Agreement and the Transactions or the identity of the Parties to this Agreement, including any termination of, reduction in or similar adverse impact on relationships, contractual or otherwise, with any customers, suppliers, financing sources, licensors, licensees, (j) the sale of any assets other than the Transferred Assets to any third parties by the

Sellers or any of its Affiliates to the extent not contrary to this Agreement; (k) any effect arising or resulting from or related to the filing of the Bankruptcy Cases; (l) any action required to be taken under any Law or Order or any existing Contract by which the Sellers (or any of its properties) are bound; *further provided*, that with respect to clauses (a), (b), (c), (f), and (h) such effects, events, changes, occurrences, conditions or states of facts will not be excluded to the extent the same disproportionately adversely affects the Business, taken as a whole, as compared to other similarly situated businesses; *further provided*, in no event shall any reasonably anticipated effect, event, change, occurrence, condition or state of fact arising from the commencement, pendency, conduct or prosecution of the Bankruptcy Cases be deemed to constitute or be taken into account in determining whether there has occurred a Material Adverse Effect.

“**Non-Recoverable VAT**” means any VAT that is not Recoverable VAT.

“**Non-Transferred Asset**” has the meaning set forth in Section 2.5.

“**Nonparty Affiliates**” has the meaning set forth in Section 10.15.

“**Off-the-Shelf Software**” means all commercially available, non-customized, off-the-shelf Software, including Public Software, that is owned by third parties and is commercially licensed to or otherwise made commercially available to end users under standard, non-negotiated, non-discriminatory, shrink-wrap, click-wrap or similar agreement on a retail basis for an annual license fee, royalty, or other consideration of not more than \$50,000.

“**Offer Employees**” means the Scheduled Employees other than the Automatic Transfer Employees, as designated “Offer Employees” on the Scheduled Employees Schedule.

“**Order**” means any award, decision, injunction, judgment, ruling or verdict entered, issued, made or rendered by any Governmental Authority or arbitrator.

“**Organizational Documents**” means (a) the articles or certificates of incorporation and the by-laws of a corporation, (b) the partnership agreement and any statement of partnership of a general partnership, (c) the limited partnership agreement and the certificate of limited partnership of a limited partnership, (d) the operating or limited liability company agreement and the certificate of formation of a limited liability company, (e) any charter, joint venture agreement or similar document adopted or filed in connection with the creation, formation or organization of a Person not described in clauses (a) through (d), and (f) any amendment to or equivalent of any of the foregoing.

“**Other Agreement**” has the meaning set forth in the Recitals.

“**Other Business**” means the business of developing, manufacturing, marketing, distributing, selling, servicing and supporting broadband hardware, software and equipment and related services, including all cable modem termination systems (CMTS), converged cable access platforms (CCAP), virtual converged cable access platforms (vCCAP), distributed access architecture (DAA), Casa video core (CVC), intelligent access controller (IAC) product solutions, virtual broadband network gateway (vBNG) and multi-service router (MSR), excluding any products exclusively used for 4G and 5G wireless infrastructure including 4G/5G Mobile Core, Apex-branded Small Cell solutions, Aurus-branded Fixed Wireless Devices, and IoT routers. The

Business shall specifically include CMTS, I-CCAP, vCMTS, vCCAP, vBNG, vWAG, all DAA node platforms, Video Core, IAC, 10G EPON DPoE Bridge/Voice ONU, IA 10G EPON DPoE Remote OLT, Remote PHY Shelf and Out-of-Band Core product solutions and related services.

“**Other Purchaser**” has the meaning set forth in the Recitals.

“**Outside Date**” has the meaning set forth in Section 9.1(f).

“**Owned Intellectual Property**” means the Intellectual Property owned or purported to be owned by the Sellers that is primarily used or required for use in the Business or is required to fulfill any obligation under any Assigned Contract.

“**Party**” and “**Parties**” have the meaning set forth in the Preamble.

“**Permit**” means all permits, authorizations, license, registration, certificates, franchises, consents and other approvals from any Governmental Authority.

“**Permitted Liens**” means (a) Liens for Taxes, assessments or other governmental charges not yet due and payable or that are being contested in good faith by appropriate proceedings; (b) mechanics’, carriers’, workers’, repairers’ and other similar Liens arising or incurred in the ordinary course of business for obligations that are not overdue or are being contested in good faith by appropriate proceedings; (c) zoning, entitlement and building regulations and land use restrictions; (d) pledges or deposits made in the ordinary course of business in connection with workers’ compensation, unemployment insurance and other types of social security; (e) deposits to secure the performance of bids, Contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business; (f) non-exclusive licenses of Intellectual Property granted in the ordinary course of business; (g) Liens arising under or created by this Agreement or any of the Related Documents; and (h) Liens set forth on Schedule 1.1(a).

“**Person**” means any individual, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, estate, trust, association, organization, labor union or any other entity or Governmental Authority.

“**Personal Information**” means any information about or relating to an identified or identifiable individual and any information which constitutes “personal data,” “personal information,” or other similar terms as defined by applicable Data Protection Requirements. Personal Information includes, without limitation, information (i) that identifies or could reasonably be used, alone or in combination with other information held by the Sellers or their Subsidiaries, to identify an individual, browser or device and (ii) constitutes an individual’s first name or first initial and last name, physical address, telephone number, fax number, email address, date of birth, Social Security number or other identifier issued by a Governmental Authority (including any state identification number, driver’s license number, or passport number), internet protocol number, precise geolocation information of an individual, browser or device, facial photograph, biometric data, medical or health information, insurance beneficiary identification number, credit card or other financial information (including bank account information), cookie identifiers, or any other browser- or device-specific number or identifier, or any web or mobile browsing or usage information that is linked to the foregoing.

“**Petition Date**” means April 3, 2024.

“**Potential US Assigned Contracts**” has the meaning set forth in [Section 2.1\(c\)](#).

“**Pre-Closing Tax Period**” has the meaning set forth in [Section 7.3\(a\)](#).

“**Process**,” “**Processed**” or “**Processing**” means any operation or a set of operations performed on Personal Information, including, without limitation, the use, collection, receipt, processing, aggregation, storage, adaption, alteration, transfer (including cross-border transfers), retrieval, disclosure, dissemination, combination, erasure, disposal, destruction, or anonymization of such Personal Information, in each case, whether or not by automated means, and any other form of processing, including as defined by or under any applicable Data Protection Law.

“**Public Software**” means any Software that is licensed or distributed as (i) “free software” or “open source software”; (ii) pursuant to any license identified as an “open source license” by the Open Source Initiative ([www.opensource.org/licenses](http://www.opensource.org/licenses)); or (iii) pursuant to any “copyleft” license or any other license that substantially conforms to the Open Source Definition provided by the Open Source Initiative at [opensource.org/osd](http://opensource.org/osd).

“**Purchase Price**” has the meaning set forth in [Section 2.8\(a\)](#).

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

“**Purchaser Group Members**” has the meaning set forth in [Section 10.17](#).

“**Purchaser Releasing Party**” has the meaning set forth in [Section 10.16\(b\)](#).

“**Recoverable VAT**” means any VAT that would reasonably be expected to be recoverable as a VAT credit or refund by a business entity purchasing the relevant Transferred Assets.

“**Regulations**” means the European Council Directive of March 12, 2001 (2001/23/EC) (the “Directive”) relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of businesses or any country legislation implementing the Directive or any other similar Law.

“**Related Claims**” means all claims or causes of action (whether in contract or tort, in law or in equity, or granted by statute or otherwise) that may be based upon, arise out of or relate to this Agreement, the Related Documents and any other document or instrument delivered pursuant to this Agreement or the Related Documents, or the negotiation, execution, termination, validity, interpretation, construction, enforcement, performance or nonperformance of this Agreement or the Related Documents or otherwise arising from the Transactions or the relationship between the Parties (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with, or as an inducement to enter into, this Agreement or the Related Documents).

**“Related Documents”** means the Escrow Agreement, the Bill of Sale and Assignment and Assumption Agreement, IP Assignment Agreement and any other document, agreement, certificate or instrument entered into in connection with this Agreement; *provided, however*, that the Escrow Agreement and the Bill of Sale and Assignment and Assumption Agreement and the IP Assignment Agreement shall not be a Related Document solely for purposes of applying the provisions in Article 10 to the extent, and only to the extent, that any such document expressly conflicts with Article 10.

**“Related Party”** means, with respect to a Party, its Affiliates, any current or former manager, director or officer of such Party or any of its Affiliates or any immediate family member of any of the foregoing.

**“Release”** means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of any Hazardous Substances.

**“Sale Hearing”** means the hearing to approve the Sale Motion in the Bankruptcy Court.

**“Sale Motion”** means the motion, pleading or other filing of the Casa Seller seeking entry of the Sale Order.

**“Sale Order”** means an Order of the Bankruptcy Court approving this Agreement and all of the terms and conditions hereof, in form and substance acceptable to Purchaser and the Casa Seller, in each Party’s commercially reasonable discretion, and approving and authorizing the Casa Seller to consummate the Transactions contemplated hereby Free and Clear to the full extent permitted pursuant to Section 363(f) of the Bankruptcy Code and containing a finding that Purchaser has acted in “good faith” within the meaning of Section 363(m) of the Bankruptcy Code; *provided, however*, that the transfer of any Transferred Assets may be subject to Permitted Liens.

**“Scheduled Employees”** has the meaning set forth in Section 3.10(b).

**“Scheduled Employees Schedule”** has the meaning set forth in Section 3.10(b).

**“Security Breach”** means any actual or reasonably suspected data breach or other security incident that (i) has resulted in, or presented a material risk of, unauthorized access to, or unauthorized acquisition, use, disclosure, alteration, or destruction of, or denial of use, corruption, compromise, or loss of Personal Information or other proprietary or confidential information of the Sellers; or its Subsidiaries or (ii) has caused or would reasonably be expected to cause a material disruption to the conduct of the Business, regardless of whether a notification of such incident to any Person or Governmental Authority is required under applicable Data Protection Requirements.

**“Seller Benefit Plan”** means all employee benefit plans, programs and agreements, including, but not limited to, any employee benefits plan and each pension, profit sharing, incentive, bonus, deferred compensation, retirement, stock option, employment, change of control, severance, medical and hospitalization, insurance, vacation, salary continuation, sick pay, welfare, fringe benefit, and other employee benefit plans, Contracts, programs, policies and arrangements that a Seller sponsors, maintains, contributes to, or under which the Sellers or any of their Affiliates has any obligation or liability, in each case with respect to any employee or former employee of the Business or any beneficiary of such current or former employees, or any director, officer, or independent contractor of the Business.

“**Seller Permits**” has the meaning set forth in Section 3.4(b).

“**Seller Releasing Party**” has the meaning set forth in Section 10.16(a).

“**Seller Tax Claim**” has the meaning set forth in Section 7.3(e).

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

“**Shared Assets**” has the meaning set forth in Section 6.10(a).

“**Shared IP**” has the meaning set forth in Section 6.10(b).

“**Software**” means (a) computer software programs and software systems, including applications software (including mobile apps), software made available as a service (SaaS), programming tools, scripts and interfaces, libraries, databases, compilations, tool sets, compilers, applications, higher level “proprietary” languages, and documentation and materials relating to any of the foregoing (including designs, descriptions, schematics, flow charts, specifications, developers notes, comments, annotations, user manuals, systems manuals and training materials), and with respect to each of the foregoing, whether in source code, object code, firmware, or human readable form.

“**Solvent**” when used with respect to any Person, means that, as of any date of determination, (a) the fair salable value (determined on a going concern basis) of its assets and property will, as of such date, exceed the amounts required to pay its debts as they become absolute and mature, as of such date, (b) such Person will have adequate capital to carry on its business and (c) such Person will be able to pay its debts as they become absolute and mature, in the ordinary course of business, taking into account the timing of and amounts of cash to be received by it and the timing of and amounts of cash to be payable on or in respect of its indebtedness.

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

“**Subsidiary**” means, with respect to the Sellers, any entity of which units, securities or other ownership interests having ordinary voting power to elect a majority of the board of directors, board of managers or other persons performing similar functions are at the time directly or indirectly owned by the Sellers.

“**Tax**” means any and all U.S. federal, state, local and non-U.S. income, franchise, branch profits, capital gains, VAT, sales, use, property, transfer, payroll, social security, withholding, windfall profit, production, license, excise, stamp, environmental, alternative or add-on minimum or estimated tax, and other taxes, escheat or unclaimed property amounts, assessments, levies, duties, tariffs, imposts, and other similar charges and fees and any related fine, penalty, interest, or additional amounts with respect thereto or to the nonpayment thereof, imposed, assessed or collected by or under the authority of any Governmental Authority.

“**Tax Consideration**” has the meaning in Section 2.10.

“**Tax Return**” means any return (including any information return), report, statement, schedule, notice, form, claim for refund, estimated tax filing or other document or information (whether in tangible, electronic or other form), including any amendments, schedules attachments, supplements, appendices and exhibits thereto, filed with or submitted to, or required to be filed with or submitted to, any Governmental Authority in connection with the determination, assessment, collection, or payment, of any Tax.

“**Term Lenders**” means, collectively, each of the lenders party to (i) that certain Superpriority Credit Agreement, dated as of June 15, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among the Casa Seller as the borrower, JPMorgan Chase Bank, N.A., as administrative agent (and any of its successors and assigns), Delaware Trust Company, as collateral agent, and the lenders party thereto from time to time, or (ii) that certain Credit Agreement, dated as of December 20, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among the Casa Seller, as the borrower, Delaware Trust Company, as administrative agent and collateral agent, and the lenders party thereto from time to time.

“**Third-Party Processors**” means any vendors, processors, or other third parties Processing Personal Information for or on behalf of the Sellers or any of its Subsidiaries with respect to the Business.

“**Transactions**” means the transactions contemplated by this Agreement and the Related Documents.

“**Transfer Taxes**” has the meaning set forth in Section 2.9.

“**Transferred Assets**” has the meaning set forth in Section 2.1.

“**Transferred Intellectual Property**” has the meaning set forth in Section 2.1(g).

“**Treasury Regulations**” means regulations promulgated by the United States Department of Treasury under the Code.

“**VAT**” means any value-added tax, goods and services tax or similar tax charged or collected by any Governmental Authority.

“**Virus**” has the meaning set forth in Section 3.11(f).

“**WARN Acts**” has the meaning set forth in Section 3.10(e).

## **1.2 Other Definitional and Interpretive Matters.**

(a) Unless otherwise expressly provided, for purposes of this Agreement and the Related Documents, the following rules of interpretation shall apply:

(i) Calculation of Time Period. All references to a day or days shall be deemed to refer to a calendar day or days, as applicable, unless otherwise specifically provided. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. Whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day.

(ii) Dollars. Any reference to \$ shall mean U.S. dollars, which is the currency used for all purposes in this Agreement and the Related Documents. The specification of any dollar amount in the representations and warranties or otherwise in this Agreement, the Related Documents or the Schedules is not intended and shall not be deemed to be an admission or acknowledgement of the materiality of such amounts or items, nor shall the same be used in any dispute or controversy between the Parties to determine whether any obligation, item or matter (whether or not described herein or included in any schedule) is or is not material for purposes of this Agreement, the Related Documents or the Schedules.

(iii) Exhibits/Schedules. The Exhibits and Schedules to this Agreement are an integral part of this Agreement. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. If any item or information is disclosed on one Schedule in such a way as to make its relevance to the disclosure required by or provided in another section of the Schedules or the statements contained in any section of Article II of the Agreement reasonably apparent based on a plain reading of the face of such disclosure, such item or information will be deemed to have been disclosed in or with respect to such other Schedule. Disclosure of any item on any Schedule shall not constitute an admission or indication that any such item is required to be disclosed, or that such item or matter is material or has resulted in or will result in a Material Adverse Effect or that the included items or actions are not in the ordinary course of business. No disclosure on a Schedule relating to a possible breach or violation of any Contract, Law or Order shall be construed as an admission or indication that a breach or violation exists or has actually occurred. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(v) Headings. The provision of a table of contents, the division of this Agreement or Related Documents into articles, sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement or Related Document, as applicable. Unless otherwise specified, all references in this Agreement to any "Section" or other subdivision are to the corresponding section or subdivision of this Agreement, and all references in a Related Document to any "Section" or other subdivision are to the corresponding section or subdivision of such Related Document.

(vi) Herein. The words such as "herein," "hereinafter," "hereof" and "hereunder" that are used in this Agreement refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. Uses of such words in the Related Documents shall refer to such Related Document as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.



(vii) Or. The word “or” shall be construed in the inclusive sense of “and/or” unless otherwise specified.

(viii) Including. The word “including”, or any variation thereof, means (unless the context of its usage otherwise requires) “including, without limitation” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(ix) Successors. A reference to any Party to this Agreement, any Related Document or any other agreement or document shall include such Party’s successors and permitted assigns.

(x) Amendments. A reference to laws, contracts, agreements or instruments are references to such laws, contracts, agreements and instruments as they may be amended or supplemented from time to time, and references to laws include references to any succeeding law and to the implementing rules or regulations promulgated pursuant to such laws or to such succeeding law.

(xi) Legislation. A reference to any legislation or to any provision of any legislation shall include any amendment thereto, and any modification or re-enactment thereof, any legislative provision substituted therefor, and all regulations and statutory instruments issued thereunder or pursuant thereto.

(xii) Reflected On or Set Forth In. An item arising with respect to a specific representation or warranty shall be deemed to be “reflected on” or “set forth in” a balance sheet or financial statement, to the extent any such phrase appears in such representation or warranty, if (a) there is a reserve, accrual or other similar item underlying a number on such balance sheet or financial statement that relates to the subject matter of such representation, (b) such item is otherwise specifically set forth on the balance sheet or financial statement or (c) such item is set forth in the notes to the balance sheet or financial statement.

(xiii) Made Available. Any reference in this Agreement to “made available” means a document or other item of information that was provided, delivered or continuously made available to Purchaser or its representatives in any “data rooms,” “virtual data rooms,” management presentations or in any other form in expectation of, or in connection with, the Transactions at least two (2) Business Days prior to the date of this Agreement.

(b) All representations and warranties set forth in this Agreement or the Related Documents are contractual in nature only and subject to the sole and exclusive remedies set forth herein. No Person is asserting the truth of any representation and warranty set forth in this Agreement or the Related Documents; rather, the Parties have agreed that should any representations and warranties of any Party prove untrue, the other Party shall have the specific rights and remedies herein specified as the exclusive remedy therefor, but that no other rights,

remedies or causes of action (whether in law or in equity or whether in contract or in tort or otherwise) are permitted to any Party as a result of the untruth of any such representation and warranty. The phrase “to Seller’s Knowledge” and phrases of similar import or effect are used herein to qualify and limit the scope of any representation or warranty in which they appear and are not affirmations of any Person’s “superior knowledge” that the representation or warranty in which they are used is true.

(c) The Parties have participated jointly in the negotiation and drafting of this Agreement and the Related Documents and, in the event an ambiguity or question of intent or interpretation arises, this Agreement and the Related Documents shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement and the Related Documents. The Parties agree that changes from earlier drafts to the final version of this Agreement do not necessarily imply that the Party agreeing to such change is agreeing to a change in meaning (as the Party agreeing to such change may believe the change is stylistic and non-substantive); consequently, no presumption should exist by virtue of a change from a prior draft.

## ARTICLE 2 THE PURCHASE AND SALE; CLOSING

2.1 **Purchase and Sale.** Upon the terms and subject to the conditions set forth in this Agreement and the Sale Order, at the Closing, in exchange for an aggregate payment from Purchaser to the Casa Seller equal to the Purchase Price, Purchaser shall purchase, assume and accept from the Sellers, and the Sellers shall sell, transfer, assign, convey and deliver (or shall cause the sale, transfer, assignment, conveyance and delivery) to Purchaser, Free and Clear, all of the rights, title and interests in, to and under the following assets and interests, except for the Excluded Assets (collectively, the “**Transferred Assets**”):

(a) all supplies and other inventories primarily used in the Business or produced in the Business or is required to fulfill any obligation under any Assigned Contract, including all packaging, supplies and parts whether held at any location or facility of the Sellers or any of its Subsidiaries or in transit to the Sellers or any of their Subsidiaries;

(b) to the extent transferable, the Seller Permits (including any applications that are in process) primarily used in the Business or are required to fulfill any obligation under any Assigned Contract;

(c) the Contracts, including Leases related to Real Property, listed on Schedule 2.1(c) (collectively, the “**Potential US Assigned Contracts**”) that Purchaser designates as Designated US Contracts pursuant to Section 5.2(b), excluding such Contracts that expire or are terminated prior to the Closing;

(d) the Contracts, including Leases related to Real Property, listed on Schedule 2.1(d), excluding such Contracts that expire or are terminated prior to the Closing (collectively, the “**International Assigned Contracts**”) and together with the Designated US Contracts, the “**Assigned Contracts**”);

(e) all books and records, customer lists, customer credit information, supplier lists, product specifications, documents, copies of non-income Tax Returns, any data and information (in whatever form maintained), in each case that primarily relates to the Business or the Transferred Assets or are required to fulfill any obligation under any Assigned Contract, including Personal Information of individuals relevant to the conduct of the Business, of the Sellers and their Subsidiaries primarily related to the Business or any of the Transferred Assets or required to fulfill any obligation under any Assigned Contract (collectively, the “**Business Records**”), other than the Excluded Books and Records; *provided, however*, that the Sellers shall be entitled to retain copies of any such Business Records, subject to the confidentiality obligations of the Sellers under the Confidentiality Agreement, and only to the extent such Business Records (i) are reasonably necessary for compliance with applicable Law, (ii) are reasonably expected to be required in an examination by any Governmental Authority, or (iii) are reasonably required for the liquidation and dissolution of the Sellers following the Closing;

(f) all equipment, and other tangible personal property, including office furniture and fixtures, computers, lab equipment, networking equipment, industrial equipment and supplies (the “**Equipment**”) primarily used in the Business or required to fulfill any obligation under any Assigned Contract, including the Equipment set forth on Schedule 2.1(f);

(g) the Owned Intellectual Property, including the Intellectual Property set forth on Schedule 2.1(g) (collectively, the “**Transferred Intellectual Property**”);

(h) all of the Sellers’ and their Subsidiaries’ rights, claims or causes of action against third parties to the extent related to the Transferred Assets and the Assumed Liabilities (including all guaranties, warranties, indemnities and similar rights in favor of the Sellers or any of their Subsidiaries to the extent related to the Transferred Assets or the Assumed Liabilities), in each case, whether arising by way of counterclaim or otherwise, and whether arising out of transactions occurring prior to, on or after the Closing Date;

(i) all prepaid expenses, claims, deposits, prepayments, refunds, causes of action, demands, actions, suits, choses in action, rights of recovery, rights under guarantees, warranties, indemnities and all similar rights against third parties, rights of setoff and rights of recoupment (including those held by landlords and utility companies related to the Leased Real Property), in each case, to the extent used in or held for use for the Transferred Assets listed in clauses (a) through (i) above or the Assumed Liabilities;

(j) all rights to refunds or credits attributable to Taxes that are Assumed Liabilities or otherwise paid by or on behalf of Purchaser or a Purchaser Affiliate;

(k) all accounts receivable of the Sellers and their Subsidiaries to the extent related to the sale of products and services by the Business, including those listed on Schedule 6.1(a)(ii);

(l) the assets set forth in Schedule 2.1(l); and

(m) other assets not of the types addressed in the foregoing clauses (a) through (l) that are primarily used or primarily held for use in the operation of the Business or are required to fulfill any obligation under any Assigned Contract.

**2.2 Excluded Assets.** Notwithstanding the provisions of Section 2.1 or anything to the contrary herein, any and all assets, title, rights and interest in, to and under the following assets and interests of the Sellers and their Subsidiaries (collectively, the “**Excluded Assets**”) shall be retained by the Sellers or their applicable Subsidiary, and Purchaser and its designees shall acquire no right, title or interest in the Excluded Assets in connection with the Transaction:

(a) all (i) cash and cash equivalents (excluding the deposits described in Section 2.1(i) and the cash or cash equivalents, if any, described in Section 2.1(l)), wherever located, including bank balances and bank accounts or safe deposit boxes, monies in the possession of any banks, checks, funds in time and demand deposits, savings and loans or trust companies and similar cash items, (ii) escrow monies and deposits in the possession of landlords and utility companies, and (iii) investment securities and other short- and medium-term investments;

(b) any rights or interest or consideration received by the Sellers or its Affiliates pursuant to, and all rights of the Sellers and its Affiliates under, this Agreement or any Related Document, including the right to receive the Purchase Price and to enforce the Sellers’ rights and remedies thereunder, subject to the terms hereof and thereof;

(c) any (i) Attorney-Client Information arising from communications between the Sellers or their Subsidiaries (including any one or more officers, directors or stockholders), on the one hand, and its counsel, on the other hand, and (ii) claims under any director and officer, errors and omissions, fiduciary and commercial crime insurance policies;

(d) (i) all Tax assets and attributes related to the Income Taxes of the Sellers and their Subsidiaries and (ii) all rights to refunds or credits attributable to Taxes that are Excluded Liabilities or otherwise paid by or on behalf of Sellers or their Affiliates;

(e) the Excluded Books and Records;

(f) all cash in Sellers’ adequate assurance account relating to utilities under Section 366 of the Bankruptcy Code;

(g) any and all proceeds relating to any and all bonds, letters of credit, guarantees or other security provided by the Sellers;

(h) any assets not otherwise designated as Transferred Assets or from time to time designated by the Parties as Excluded Assets;

(i) the Avoidance Actions;

(j) any capital stock, shares, warrants, stock options, membership interests, partnership interests, units, or other equity or equity-linked securities of the Sellers or of any other Person;

(k) all Intellectual Property owned by the Sellers or any of their Affiliates, other than the Transferred Intellectual Property;

(l) any prepayments and good faith and other deposits submitted by any third party in connection with the sale of the Other Business;

(m) all of the Sellers' and their Subsidiaries' rights, claims or causes of action against third parties relating to the assets, properties, business or operations of the Sellers or their Subsidiaries (including all guaranties, warranties, indemnities and similar rights in favor of the Sellers or any of their Affiliates), in each case, whether arising by way of counterclaim or otherwise, and whether arising out of transactions occurring prior to, on or after the Closing Date;

(n) all Seller Benefit Plans and trusts and other assets attributable thereto;

(o) and all other assets listed on Schedule 2.2(o); and

(p) all prepaid expenses, claims, deposits, prepayments, refunds, causes of action, demands, actions, suits, rights of recovery, rights under guarantees, warranties (express or implied), indemnities and all similar rights against third parties, rights of setoff and rights of recoupment, in each case, to the extent primarily related to or exclusively used in or held for use for the Excluded Assets listed in clauses (a) through (o) above.

Notwithstanding anything to the contrary contained in this Agreement or any of the other Related Documents, Purchaser acknowledges and agrees that all of the following are also Excluded Assets, and all right, title and interest in and to all Excluded Assets shall be retained by the Sellers and shall remain the property of the Sellers (and shall expressly be excluded from the sale, transfer, assignment and conveyance to Purchaser hereunder), and neither Purchaser nor any of its Affiliates shall have any interest therein: (x) all records and reports prepared or received by the Sellers or any of their Affiliates in connection with the sale of the Business and the Transactions, including all analyses relating to the Business or Purchaser so prepared or received; and (y) all confidentiality agreements with prospective purchasers of the Business or any portion thereof and all bids and expressions of interest received from third parties with respect thereto.

**2.3 Assumption of Liabilities.** On the terms and subject to the conditions set forth in this Agreement, Purchaser shall, effective as of the Closing, assume and agree to pay, discharge and perform in accordance with their terms, the following Liabilities of the Sellers and their Subsidiaries as the same shall exist on the Closing Date and irrespective whether the same shall arise prior to, on or after the Closing Date (the "**Assumed Liabilities**");

(a) all Liabilities (other than Taxes) arising under the Designated US Contracts, incurred or arising exclusively after the Closing *plus* the Determined Cure Costs;

(b) all Liabilities (other than Taxes) arising under the International Assigned Contracts, whether incurred or arising prior to, at or after the Closing;

(c) (i) all Transfer Taxes for which Purchaser is liable pursuant to Section 2.9, (ii) all VAT for which Purchaser is liable pursuant to Section 7.3(h), and (iii) all Asset Taxes for which Purchaser is liable pursuant to Section 7.3(c); and

(d) all other Liabilities that are listed on Schedule 2.3(d).

2.4 **Excluded Liabilities.** Notwithstanding Section 2.3, Purchaser will not assume or be liable for any of the Liabilities of the Sellers and their Subsidiaries, except for the Assumed Liabilities (all such liabilities not being assumed herein referred to as the “**Excluded Liabilities**”), including:

(a) all obligations for outstanding indebtedness for borrowed money of the Sellers or any of their Affiliates;

(b) (i) all Liabilities relating to income Taxes imposed on the Sellers or any of their Affiliates (or for which the Sellers or any of their Affiliates may otherwise be liable), including as a transferee, successor, or by contract, without regard to whether such Taxes relate to periods (or portions thereof) ending on or prior to the Closing Date, (ii) all Asset Taxes for which the Sellers are liable pursuant to Section 7.3(c), (iii) all Transfer Taxes for which the Sellers are liable pursuant to Section 2.9, (iv) all VAT for which Sellers are liable pursuant to Section 7.3(h), and (v) all Liabilities of the Sellers or any of their Affiliates relating to the payment for the income Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any similar provision of applicable Law);

(c) all Liabilities arising out of, relating to or resulting from any Seller Benefit Plan, whenever incurred;

(d) all Liabilities arising out of or related to the Business or Transferred Assets that were incurred, arose, or relate to the Business or Transferred Assets prior to the Closing Date, except to the extent such Liabilities are expressly assumed under Section 2.3;

(e) Liabilities incurred for earned but unused paid time-off benefits as of the Closing;

(f) Liabilities arising out of or relating to any action, charge, claim (including any cross-claim or counter-claim), suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit examination or investigation;

(g) all Liabilities, whether accruing before, on or after the Closing Date, (A) relating in any way to the environment, natural resources, or human health and safety, or arising under Environmental Laws in connection with the ownership or operation of the Business (including the Transferred Assets) on or before the Closing Date, including those related to (x) the Release or threatened Release of, or exposure to, a Hazardous Substance at, on, under, to or from any Leased Real Property occurring or existing on or before the Closing Date (including, for the avoidance of doubt, any off-site migration of Hazardous Substances), (y) any non-compliance with or violation of any Environmental Law on or before the Closing Date, or (z) any disposal, transportation or arrangement for transportation or disposal prior to Closing of any Hazardous Substance sent to any third party property for treatment, storage, recycling, incineration or disposal, or (B) relating to the use, application, malfunction, defect, design, operation, performance or suitability of any product of the Business sold or distributed prior to the Closing by, or service of the Business rendered prior to the Closing by or on behalf of, the Sellers or any of their Subsidiaries to any Person (including any products for which a current or future owner or operator of the Transferred Assets or the Business may be alleged to be responsible as a matter of Law, contract or otherwise);

(h) all Liabilities arising out of, relating to or resulting from the employment or engagement or termination of employment or engagement of any current or former employees or individual service providers, contractors or consultants of the Sellers or their Subsidiaries incurred prior to Closing;

(i) all Liabilities arising out of, relating to or resulting from the Excluded Assets; and

(j) all other Liabilities listed on Schedule 2.4(j).

**2.5 Nontransferable Assets and Liabilities.** Notwithstanding anything herein to the contrary, this Agreement shall not constitute an agreement to sell, convey, assign, sublease or transfer any Transferred Asset if any attempted sale, conveyance, assignment, sublease or transfer of such asset, without the Consent of a third party (including a Governmental Authority) (after giving effect to the Sale Order or any other applicable Order of the Bankruptcy Court that effects such transfer without any required Consents) to such transfer, would constitute a breach by Sellers or Purchaser with respect to such Transferred Asset (each, a “**Non-Transferred Asset**”). In the event the Transferred Assets include one or more Non-Transferred Assets, Sellers shall use their reasonable best efforts to obtain any consent necessary to sell, convey, assign, sublease or assign each such Non-Transferred Assets to Purchaser as soon as possible after the Closing Date. Notwithstanding the foregoing, at Purchaser’s election, (i) any Non-Transferred Assets shall be an Excluded Asset and Purchaser shall have no obligation with respect to any such Non-Transferred Assets or any liability with respect thereto, or (ii) Sellers shall use their reasonable best efforts to obtain for Purchaser substantially all of the practical benefits and burdens of such property or rights of the Non-Transferred Assets (in which case Purchaser shall (x) reasonably assist Sellers in the performance of such Non-Transferred Assets and (y) shall pay or satisfy any liabilities associated with such Non-Transferred Assets to the extent Purchaser would have been responsible for such liabilities if consent under the Non-Transferred Assets had been obtained), including by (1) entering into appropriate and reasonable alternative arrangements on terms mutually agreeable to Purchaser and Sellers and (2) subject to the consent and control of Purchaser, enforcing, at the cost and for the account of Purchaser (and at the direction of Purchaser), any and all rights of Sellers against the third party thereto arising out of the breach or cancellation thereof by such other party or otherwise.

**2.6 Closing.** The closing of the Transactions (the “**Closing**”) will take place remotely by electronic exchange of documents on the date (the “**Closing Date**”) on which all of the conditions set forth in Article 8 (excluding conditions that, by their terms, are to be satisfied at the Closing, but subject to the satisfaction or waiver of all such conditions at the Closing), have been satisfied or waived by the Party entitled the benefit of the same, unless another time or date is agreed to in writing by the Parties. Except as otherwise set forth herein, all proceedings to be taken and all documents to be executed and delivered by all Parties at the Closing will be deemed to have been taken and executed simultaneously and no proceedings will be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

**2.7 Closing Deliveries of the Parties.** At or prior to the Closing:

(a) Purchaser and the Sellers shall execute and deliver the Bill of Sale and Assignment and Assumption Agreement and the IP Assignment Agreement;

(b) Purchaser shall deliver, or cause to be delivered, to the Casa Seller or the applicable Person each of the following:

(i) a certificate, dated as of the Closing Date, executed by or on behalf of Purchaser as to the satisfaction of the conditions set forth in Section 8.3(a) and Section 8.3(b);

(ii) payment of the closing payments set forth in Section 2.8 and payment or reservation of the Determined Cure Costs as set forth in Section 5.2(c);

(iii) a duly executed counterpart to each of the Related Documents; and

(iv) such other instruments of assumption and other instruments or documents, including bills of sale and/or assignment and assumption agreements, in form and substance reasonably acceptable to the Casa Seller, as may be necessary to effect Purchaser's assumption of the Assumed Liabilities and the assignment of any Transferred Assets in accordance with the requirements of applicable Law and this Agreement, in each case duly executed by Purchaser.

(c) the Sellers shall deliver, or cause to be delivered, to Purchaser or the applicable Person each of the following:

(i) a certificate, dated as of the Closing Date, executed by or on behalf of the Sellers as to the satisfaction of the conditions set forth in Section 8.2(a) and Section 8.2(b);

(ii) an IRS Form W-9 duly completed and executed by the Casa Seller;

(iii) a copy of the Sale Order as entered by the Bankruptcy Court, vesting the Transferred Assets of the Casa Seller in Purchaser Free and Clear;

(iv) a duly executed counterpart to each of the Related Documents;

(v) a schedule of Cure Costs; and

(vi) such other instruments of assumption and other instruments or documents, including bills of sale and/or assignment and assumption agreements and the Intellectual Property assignments, in form and substance reasonably acceptable to Purchaser, as may be necessary for the effective assignment of any Transferred Assets to Purchaser and the recordation of the assignments, in accordance with the requirements of applicable Law and this Agreement, in each case duly executed by the Sellers.



## 2.8 **Purchase Price; Assumed Liabilities; Deposits.**

(a) At the Closing, upon the terms and subject to the conditions set forth herein, in full consideration for the sale, transfer, conveyance, assignment and delivery of the Transferred Assets to Purchaser, Purchaser shall pay to the Casa Seller an aggregate purchase price equal to (i) the Base Amount, minus (ii) the Deposit Escrow Amount and the Deposit Escrow Amount shall be released to the Casa Seller by the Escrow Agent pursuant to Section 2.8(c) minus (iii) an amount equal to the Sellers' *pro rata* share of the Determined Cure Costs for the Invoice #269385, dated 12/28/23, issued to Casa Seller by Spirent Communications Inc. based upon the number of days elapsed in 2024 as of the Closing (the "**Purchase Price**"), by irrevocable wire transfer of immediately available funds in accordance with payment instructions delivered by the Casa Seller to Purchaser prior to the Closing.

(b) At the Closing, on the terms and subject to the conditions set forth in this Agreement, Purchaser will assume and become responsible for the Assumed Liabilities. Purchaser agrees to pay, perform, honor, and discharge, or cause to be paid, performed, honored and discharged, all Assumed Liabilities in a timely manner in accordance with the terms hereof, including paying or causing to be paid, all Determined Cure Costs in accordance with the terms of the Sale Order and any other orders of the Bankruptcy Court.

(c) Within five (5) Business Days of the execution of this Agreement, Purchaser shall deposit (or cause to be deposited) an aggregate amount equal to the Deposit Escrow Amount into the Deposit Escrow Account to be established and maintained by Escrow Agent pursuant to the Escrow Agreement. The Deposit Escrow Amount shall be distributed as follows:

(i) if the Closing occurs, (A) the Casa Seller and Purchaser shall deliver a joint written instruction to the Escrow Agent in accordance with the Escrow Agreement instructing the Escrow Agent to release from the Deposit Escrow Account the entire Deposit Escrow Amount to the Casa Seller, by irrevocable wire transfer of immediately available funds, to an account designated by the Casa Seller to the Escrow Agent, and (B) the Deposit Escrow Amount shall be delivered to the Casa Seller at Closing and credited against the amount required to be paid by Purchaser to the Casa Seller at Closing in accordance with Section 2.8(a);

(ii) if this Agreement is validly terminated for any reason in accordance with the terms of this Agreement by the Casa Seller pursuant to Section 9.1(d), (A) the Casa Seller and Purchaser shall deliver a joint written instruction to the Escrow Agent in accordance with the Escrow Agreement instructing the Escrow Agent to release from the Deposit Escrow Account the entire Deposit Escrow Amount to the Casa Seller, by irrevocable wire transfer of immediately available funds, to an account designated by the Casa Seller to the Escrow Agent and (B) the Deposit Escrow Amount, which shall constitute liquidated damages (and not a penalty), shall be delivered to the Casa Seller within two (2) Business Days following delivery of such joint written instruction; or

(iii) if this Agreement is validly terminated for any reason in accordance with the terms of this Agreement other than by the Casa Seller pursuant to Section 9.1(d), (A) the Casa Seller and Purchaser shall deliver a joint written instruction to the Escrow Agent in accordance with the Escrow Agreement instructing the Escrow Agent to release from the Deposit Escrow Account the entire Deposit Escrow Amount to Purchaser, by irrevocable wire transfer of immediately available funds, to an account designated by Purchaser to the Escrow Agent, and (B) the Deposit Escrow Amount shall be delivered to Purchaser within two (2) Business Days following delivery of such joint written instruction.

Any issue regarding the entitlement to the Deposit Escrow Amount shall be determined by the Bankruptcy Court, and Purchaser consents to the jurisdiction of the Bankruptcy Court for any issue related to this Agreement.

**2.9 Transfer Taxes.** It is the intention of the Purchaser and the Sellers that the Transactions be exempt from all transfer, documentary, sales, use, excise, stock transfer, stamp, recording, registration and other similar taxes (excluding VAT), levies, duties and fees (including any penalties, fines and interest), together with any conveyance fees, recording charges and other similar fees and charges, incurred in connection with this Agreement and the Transactions (collectively, “**Transfer Taxes**”) pursuant to Section 1146(a) of the Bankruptcy Code. Purchaser and the Sellers shall cooperate in good faith to minimize, to the extent permissible under applicable Law, the amount of any Transfer Taxes due with respect to the Transactions. In the event any Transfer Taxes are required to be paid with respect to the Transactions, the Sellers, on the one hand, and Purchaser, on the other hand, shall each be responsible and liable for fifty percent (50%) of such Transfer Taxes and shall indemnify, defend and hold harmless the other party against such portion of Transfer Taxes. The Party responsible under applicable Law for filing the Tax Returns with respect to such Transfer Taxes, at such Party’s sole expense, shall prepare and timely file such Tax Returns and promptly provide a copy of such Tax Return to the other Party. The Sellers and Purchaser shall, and shall cause their respective Affiliates to, cooperate to timely prepare and file any Tax Returns or other filings relating to such Transfer Taxes. At least three (3) Business Days before the due date for the payment of any Transfer Tax, the Party that is not responsible for paying the Transfer Tax shall wire in immediately available funds its share of such Transfer Taxes to the other Party to ensure timely payment.

**2.10 Allocation of Purchase Price.** The Purchase Price, Assumed Liabilities, and any other items that are treated as consideration paid by Purchaser for applicable tax purposes (collectively, the “**Tax Consideration**”) shall be allocated (i) by country and (ii) then among the Transferred Assets acquired in each jurisdiction in accordance with the methodology set forth on Schedule 2.10 and following the procedures of this Section 2.10 (the “**Allocation Methodology**”), which shall be considered consistent with Section 1060 of the Code and the Treasury Regulations promulgated thereunder. Reasonably promptly after the Closing Date, but no later than 45 days thereafter, Purchaser shall deliver to the Casa Seller a draft allocation setting forth Purchaser’s proposed allocation of the Tax Consideration among the Transferred Assets in accordance with the Allocation Methodology (the “**Allocation Statement**”). Notwithstanding anything in this Agreement to the contrary, the Parties agree that the Allocation Statement (and computation of the allocation of the Tax Consideration among the Transferred Assets) shall be consistent with the Allocation Methodology. The Casa Seller will have 15 days following delivery of the Allocation Statement during which to notify Purchaser in writing (an “**Allocation Notice of Objection**”) of any objections to the Allocation Statement, setting forth in reasonable detail the basis of its objections. If the Casa Seller timely submits an Allocation Notice of Objection, then for 15 days

after the date that Purchaser receives the Allocation Notice of Objection, Purchaser and the Casa Seller will use their commercially reasonable efforts to agree on the Allocation Statement in good faith; provided that, if the Casa Seller does not deliver an Allocation Notice of Objection within 15 days of delivery of the Allocation Statement by Purchaser, the Allocation Statement delivered by Purchaser shall be final. If the Parties fail to agree within such 15-day period, the disputed items will be submitted to an independent, nationally recognized accounting firm mutually agreeable to the Parties, which firm will be instructed to (i) use commercially reasonable efforts to complete its work within 45 days following its engagement and (ii) decide all disputed items in accordance with this Section 2.10. The allocations determined by such accounting firm (or those on the Allocation Statement prepared by Purchaser to the extent the Casa Seller fails to deliver an Allocation Notice of Objection in accordance with this Section 2.10) will be conclusive and binding on all Parties. In the event the accounting firm is unable to render a decision prior to the due date for any applicable Tax Return (taking into account valid extensions), Purchaser and the Casa Seller agree to file such Tax Return using the Allocation Statement proposed by Purchaser and to amend any such Tax Return as necessary to reflect the accounting firm's determination. The fees and expenses of such accounting firm will be split evenly between the Parties. The Parties shall file all applicable Tax Returns consistent with the Allocation Statement as finalized pursuant to this Section 2.10.

2.11 **Escrow Account.** At the Closing, the Deposit Escrow Amount shall be used to satisfy a portion of the payment obligations of Purchaser pursuant to Section 2.8(c), otherwise the Deposit Escrow Amount shall be released to Purchaser or the Casa Seller pursuant to Section 2.8(c). Any fees owed to the Escrow Agent and obligations under the Escrow Agreement shall be borne by Purchaser. The Deposit Escrow Amount shall not be subject to any Lien, attachment, trustee process or any other judicial process of any creditor of any Party and shall be held and disbursed solely for the purposes of and in accordance with the terms of this Agreement and the Escrow Agreement, and the Deposit Escrow Amount is not property of the bankruptcy estates of any of the Casa Seller or its debtor Affiliates.

2.12 **Withholding.** Purchaser and its Affiliates shall be entitled to deduct and withhold (or cause to be deducted and withheld) from any payment made pursuant to this Agreement such amounts as are required to be deducted and withheld with respect to such payment under the Code or any other provision of applicable Law; provided, that Purchaser and its Affiliates shall use commercially reasonable efforts to provide notice of any such intent by them to deduct or withhold (other than in respect of payments that are compensatory in nature) to the Casa Seller at least five (5) Business Days in advance of such deduction or withholding, and Purchaser and its Affiliates shall cooperate in good faith with the Casa Seller and its Affiliates to reduce or eliminate any such deduction or withholding. To the extent that such amounts are paid to the appropriate Governmental Authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding were made.

### **ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE SELLERS**

Except (i) as disclosed in a document herewith delivered by the Sellers to Purchaser, the Sellers hereby make the representations and warranties contained in this Article 3 to Purchaser.

**3.1 Organization, Good Standing and Other Matters.** The Sellers and their Subsidiaries are duly organized, validly existing and in good standing under the Laws of their respective jurisdictions of organization. Subject to the necessary authority of the Bankruptcy Court, the Sellers have the requisite corporate power and authority to operate the Business and necessary to own, lease or operate the properties and assets owned, leased or operated by it to carry on the Business as now being conducted including the Transferred Assets, except where the failure to be so duly organized, validly existing and in good standing, or to have such power and authority, would not, individually or in the aggregate, have a Material Adverse Effect. The Sellers and their Subsidiaries are duly qualified to do business as a foreign limited liability company in each jurisdiction in which the nature of the Business as currently conducted by each of them or the property owned or leased by them makes such qualification necessary, except where the failure to be so qualified would not, individually or in the aggregate, have a Material Adverse Effect.

**3.2 Authority and Enforceability.** Subject to Bankruptcy Court approval, the Sellers have all requisite power and authority to execute and deliver this Agreement and each of the Related Documents to which it is (or at Closing, will be) a party and to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance of this Agreement and each of the Related Documents to which the Sellers is (or at Closing, will be) a party, and the consummation by the Seller of the Transactions, have been duly authorized and approved by all necessary corporate action on the part of the Sellers and are subject to the approval of the Bankruptcy Court. This Agreement has been, and each Related Document will be, at or prior to the Closing, duly executed and delivered by the Sellers and, assuming the due execution and delivery by the other parties hereto or thereto, and subject to the approval of the Bankruptcy Court, constitutes a valid and binding obligation of the Sellers, enforceable against it in accordance with its respective terms, except to the extent that such enforceability may be subject to, and limited by, the Enforceability Exceptions.

**3.3 No Conflict; Required Filings and Consents.** To the Seller's Knowledge, except (a) as required by any Antitrust Laws that require the consent, waiver, approval, Order or Permit of, or declaration or filing with, or notification to, any Person or Governmental Authority, (b) such filings as may be required in connection with the Transfer Taxes described in Section 2.9 and VAT described in Section 7.3(h) and (c) as otherwise set forth on Schedule 3.3, the execution and delivery of this Agreement by the Sellers do not and the execution and delivery of the Related Documents by the Sellers will not, and the consummation of the Transactions hereby and thereby will not (i) violate the provisions of the Organizational Documents of the Sellers, (ii) subject to the entry of the Sale Order or any other Order required by the Bankruptcy Court in connection with the Transactions, violate any Law or Order to which the Sellers, the Business and the Transferred Assets are subject, (iii) require the Sellers to obtain any Consent, or give any notice to, or make any filing with, any Governmental Authority on or prior to the Closing Date (except as required by the Bankruptcy Code or the Sale Order), (iv) subject to the entry of the Sale Order or any other Order required by the Bankruptcy Court in connection with the Transactions, result in a breach of or constitute a default (with or without due notice or lapse of time or both), give rise to any right of termination, cancellation or acceleration under, or require the Consent of any third party to, any Potential US Assigned Contract or International Assigned Contract or (v) subject to the entry of the Sale Order or any other Order required by the Bankruptcy Court in connection with the Transactions, result in the imposition or creation of any Lien upon or with respect to any of the assets or properties of the Sellers; excluding from the foregoing clauses (ii) through (v) any Consents, approvals, notices and filings the absence of which, and violations, breaches, defaults, rights of acceleration, cancellation or termination, and Liens, the existence of which would not, individually or in the aggregate, have a Material Adverse Effect.

### 3.4 Compliance With Laws; Permits.

(a) Except as set forth on Schedule 3.4(a), to the Seller's Knowledge, (i) the Sellers and their Subsidiaries are currently conducting the Business, and for the past three years, have conducted the Business, in compliance in all material respects with all material Laws and Permits applicable to the Business and Leased Real Property and (ii) the Sellers and their Subsidiaries have not received any written notice in the past three years of any material violations of any material Law applicable to its conduct of the Business that remains unresolved.

(b) Except as set forth on Schedule 3.4(b), to the Seller's Knowledge, (i) the Sellers and their Subsidiaries possess all material Permits required for the operation of the Business as currently conducted and the Leased Real Property (the "***Seller Permits***") and (ii) the Sellers has not received as of the date hereof any written notice of any cancellation, suspension, revocation, invalidation, adverse modification or non-renewal of, or material noncompliance that remains unresolved with, any Permit since the Petition Date.

(c) In the past five years, the Sellers, all of its directors, officers, and, to the Seller's Knowledge, its employees, agents, representatives or any other Person acting for or on behalf of the Sellers have not directly or indirectly sold, exported, re-exported, transferred, diverted, or otherwise disposed of any goods, services, items, software, technology or technical data, to the extent related to the Business, to any destination, or Person, without obtaining any prior authorization from a Governmental Authority if and to the extent required by applicable export and re-export regulations and controls and trade and economic sanctions Laws.

(d) In the past five years, neither the Sellers nor any of their Subsidiaries, nor any of their directors, officers, employees, or to Seller's Knowledge, agents, representatives, or consultants has, while acting on behalf of the Sellers or their Subsidiaries, directly or indirectly, (i) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, authorized the giving of, received or solicited anything of value, including but not limited to cash, checks, wire transfers, tangible and intangible gifts, favors, services, entertainment and travel expenses or other payments to any Government Official (as defined below) or other Persons, in violation of any applicable anti-corruption Laws, including all applicable national and international laws enacted to implement the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions, or (ii) made any bribe, kickback or illegal political contribution, or (iii) improperly given, offered, promised or authorized the giving of money or anything of value, to any government official or employee (including officials, officers, directors or employees of Governmental Authorities), political party or campaign official, candidate for foreign political office, official or employee of a public international organization, or any other person acting on behalf of any of the foregoing (each, a "***Government Official***"), for the purpose of (a) improperly influencing an act or decision of such Government Official or improperly inducing such Government Official to use his or her influence or position to affect any act or decision of a Governmental Authority, (b) obtaining an improper business advantage, or (c) improperly obtaining or retaining business, in each case in violation of any applicable anti-corruption Laws.

(e) As related to the Business, the Sellers do not produce, design, test, manufacture, fabricate, or develop any “critical technologies,” as defined by the DPA, and is not otherwise engaged in activities that would make it a “TID U.S. business” as defined in 31 C.F.R. § 800.248.

3.5 **Litigation.** Except as set forth on Schedule 3.5, there is no, and for the past three (3) years there has been no, Action pending, outstanding or, to the Seller’s Knowledge, threatened in writing, against the Sellers or their Subsidiaries in respect of the Business, whether or not at law or in equity, whether civil or criminal in nature or by or before any arbitrator or before any Governmental Authority nor, to Seller’s Knowledge, are there any investigations relating to the Business pending or, to Seller’s Knowledge threatened in writing by or before any arbitrator or any Governmental Authority, in either case that would individually or in the aggregate, reasonably be expected to be material to the Business or any Transferred Asset or affect the Transferred Assets in any material respect after the entry of the Sale Order, if determined adversely and after taking into effect applicable insurance coverage.

### 3.6 **Real Property; Personal Property.**

(a) Neither the Sellers nor any of their Subsidiaries own any real property related to the Business.

(b) Schedule 3.6(b) sets forth a list and description of all real property that is the subject of the Leases with respect to the Business, together with any right, title and interest of the Sellers or their Subsidiaries in and to the property described therein and the leasehold estates created thereby and subject to the terms, conditions, covenants and obligations set forth in the applicable instruments (the “**Leased Real Property**”). To Seller’s Knowledge, all of the Leases are valid, binding and in full force and effect, and the Sellers have not received any written notice of breach or default under any of the Leases in the past four (4) years.

(c) Schedule 3.6(c) sets forth a list of all leases of tangible assets and other personal property of the Sellers as of the date hereof involving annual payments in excess of \$50,000. The Sellers or their Subsidiaries has good and valid title to, or in the case of leased tangible assets and other personal property, a valid leasehold interest in (or other right to use), all of the material tangible assets and other personal property that are necessary for the Sellers to conduct the Business, which shall be sold, in each case, Free and Clear to the maximum extent permitted by Section 363(f) of the Bankruptcy Code. All such material tangible assets and other personal property are in good condition and repair, normal wear and tear excepted.

3.7 **Assigned Contracts.** With respect to the Potential US Assigned Contracts and International Assigned Contracts, except as set forth on Schedule 3.7, (i) as of the Petition Date, except as a result of, or arising in connection with, (a) the filing of the Bankruptcy Cases and (b) for any payment obligations, the Sellers or their Subsidiaries have not received any written notice of any default or event that (with due notice or lapse of time or both) would constitute a default by the Sellers under Potential US Assigned Contract and International Assigned Contract, other than

defaults that have been cured or waived in writing or would not reasonably be expected to have a Material Adverse Effect, (ii) each Potential US Assigned Contract and International Assigned Contract is a legal, valid and binding obligation of the Sellers or their Subsidiaries and, to the Seller's Knowledge, is in full force and effect (except to the extent subject to, and limited by, the Enforceability Exceptions) and (iii) to the Seller's Knowledge, no other party to any Potential US Assigned Contract and International Assigned Contract is (with or without the lapse of time or the giving of notice, or both) in material breach of or in material default under any Assigned Contract. The Sellers have made available to Purchaser true, correct and complete copies of each of the Potential US Assigned Contracts and International Assigned Contracts listed on Schedule 3.7, together with all amendments thereto.

**3.8 *Brokers and Finders.*** Except as set forth on Schedule 3.8, the Sellers have not, directly or indirectly, entered into any agreement with any Person that would obligate the Sellers to pay any commission, brokerage fee or "finder's fee" in connection with the Transactions.

**3.9 *Employee Benefit Plans.***

(a) Schedule 3.9(a) lists all Seller Benefit Plans applicable to the Scheduled Employees or under which the Scheduled Employees are eligible to participate, other than (i) any plan, program, or arrangement under which benefits are provided by a Governmental Authority, or (ii) any individual employment agreement, offer letter, or equity award agreement that does not materially differ from the form of employment agreement, offer letter, or equity award agreement used by Sellers or its Affiliates.

(b) Each Seller Benefit Plan (including any related trust) from which a plan of Purchaser will be accepting an "eligible rollover contribution" within the meaning of Section 402 of the Code has been established, administered, funded, invested and maintained in all material respects in accordance with its governing documents, the terms of any collective bargaining agreement and all applicable provisions of ERISA, the Code and other applicable Laws and has either received a favorable determination letter from the IRS or is based on a prototype form of document that has been approved by the IRS. There are no pending Actions by any Governmental Authority involving any such Seller Benefit Plan.

(c) Neither the Sellers nor any ERISA Affiliate thereof has at any time sponsored, contributed to, or been obligated under Title IV of ERISA to contribute to, a "defined benefit plan" (as defined in ERISA Section 3(35)). Neither the Sellers nor any ERISA Affiliate thereof has ever had an "obligation to contribute" (as defined in ERISA Section 4212) to a Multiemployer Plan (as defined in ERISA Section 3(37)). The Sellers have no liability under Title IV of ERISA or Section 412 of the Code either directly or through its ERISA Affiliates.

(d) None of the Seller Benefit Plans provides for any separation, retention, severance, termination, or similar benefits or accelerate any vesting schedule or alter any benefit structure solely as a result of the transactions contemplated hereby that, in each case, would result in any liability to Purchaser.

### 3.10 *Labor and Employment.*

(a) During the past three years: (i) the Sellers have complied in all material respects with all applicable Laws governing Employment Matters; (ii) there have been no pending or, to Seller's Knowledge, threatened Actions against the Sellers relating to any material Employment Matters; and (iii) the Sellers have not received any complaints or allegations of unlawful harassment by or against any employee or independent contractor of the Sellers.

(b) Set forth on Schedule 3.10(b) is a true, complete and accurate list of each employee of the Sellers who primarily provides their services to the Business as of the date hereof and with respect to each such employee (the individuals set forth on Schedule 3.10(b), as such Schedule may be updated in accordance with this Section 3.10(b), the "***Scheduled Employees***"): (1) his or her employer; (2) date(s) of hire by the Sellers; (3) position and title; (4) work location; (5) current rate of compensation (including bonuses, commissions and incentive compensation, if any); (6) whether such employee is hourly or salaried; (7) whether such employee is exempt or non-exempt for purposes of the Fair Labor Standards Act; (8) whether such employee is on leave from active employment and, if so, the date such employee became inactive, the reason for such inactive status and, if applicable, the anticipated date of return to active employment; (9) whether such employee has remote work status and the location where the remote work is performed; and (10) whether such Scheduled Employee is an Automatic Transfer Employee or an Offer Employee (the "***Scheduled Employees Schedule***"). From time to time following the date hereof (and not later than ten (10) Business Days prior to the expected Closing Date), to the extent there are modifications, the Sellers shall update the Scheduled Employees Schedule to reflect any changes thereto permitted by this Agreement.

(c) Schedule 3.10(c) sets forth a true, correct and complete listing, as of the date specified therein, of the name of each Person engaged by the Sellers as an independent contractor or consultant and with respect to each such Person as of the date hereof: (1) name (including entity name, if applicable); (2) a brief description of the services being provided; (3) compensation rate and frequency; (4) duration of retention; (5) the location (state) in which the services are being provided; and (6) whether such Person has entered into a written Contract regarding his or her contractor engagement.

(d) The employment of each employee listed on Schedule 3.10(b) and the engagement of each independent contractor or consultant listed on Schedule 3.10(c) in each case located in the United States is terminable at will, without any penalty, liability or severance obligation incurred by Seller. To the extent any employee listed on Schedule 3.10(b) or any independent contractor listed on Schedule 3.10(c) (for the avoidance of doubt, in each case whether or not located in the United States) has entered into a written Contract with any Seller, such Contract does not materially deviate from the form Contracts Sellers have made available to Purchaser.

(e) During the past three years, the Sellers have not effectuated (i) a "plant closing" (as defined either in the Worker Adjustment and Retraining Notification Act or by a similar applicable state law (collectively, the "***WARN Acts***")), (ii) a "mass layoff" (as defined in the WARN Acts), or (iii) any other event that would trigger any notice, reporting, or severance requirements under the WARN Acts. Except as set forth on Schedule 3.10(e), none of the Sellers'



employees has suffered an “employment loss” (as defined in the WARN Acts) within the ninety (90) days preceding the date hereof. Between five (5) and ten (10) Business Days prior to the Closing Date, the Sellers will update the information provided in Schedule 3.10(e) and deliver such update to Purchaser. Notwithstanding the foregoing, the Sellers shall issue conditional WARN Acts notice in connection with the Transactions.

(f) To Seller’s Knowledge, no current or former employee of the Sellers is in any material respect in violation of any term of any employment agreement, nondisclosure agreement, common law nondisclosure obligation, fiduciary duty, noncompetition agreement, nonsolicitation agreement, restrictive covenant or other obligation owed to the Sellers.

### **3.11 *Intellectual Property.***

(a) Schedule 3.11(a) lists each item of Transferred Intellectual Property that is registered, issued or subject to a pending application for registration or issuance before any Governmental Authority or internet domain name registrar, and includes, where applicable, the jurisdiction, owner name (record and beneficial), issuance, registration number and date, and application number and date. All registrations that are required to be set forth on Schedule 3.11(a) are valid, subsisting and enforceable in all material respects, and all applications for registrations that are required to be set forth on Schedule 3.11(a) are pending and in good standing. There has not been any act or omission by or on behalf of the Sellers that has had any adverse effect, or could have an adverse effect, on the validity or enforceability of any material Transferred Intellectual Property set forth on Schedule 3.11(a). Except as stated on Schedule 3.11(a), all required filings and fees related to the registered Intellectual Property contained in the Transferred Intellectual Property have been timely submitted with and paid to the relevant Governmental Authority and authorized registrars.

(b) Schedule 3.11(b) sets forth a complete and accurate list of all Intellectual Property (whether registered or unregistered) that is material to the Business and is owned or controlled by Seller or its Subsidiaries and used or held for use in the Business or is required to fulfill any obligation under any Assigned Contract, in each case, other than Off-the-Shelf Software. Subject to Section 2.5, all Transferred Intellectual Property and material Intellectual Property licensed by the Sellers or their Subsidiaries and that is used or held for use in the Business or is required to fulfill any obligation under any Assigned Contract pursuant to a Potential US Assigned Contract or an International Assigned Contract will be owned and available for use, and if not owned by the Sellers or their Subsidiaries, available for use under a license contained in the Potential US Assigned Contracts or International Assigned Contracts, by the Purchaser immediately after the Closing Date on terms and conditions identical, in all material respects, to those under which the Sellers or their Subsidiaries owned and used, and if not owned, used such Intellectual Property immediately prior to the Closing Date.

(c) Except as identified on Schedule 3.11(c), and except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) to Seller’s Knowledge, the conduct of the Business by the Sellers or their Subsidiaries as previously conducted during the past three (3) years or currently conducted and the Transferred Intellectual Property, does not infringe, misappropriate or otherwise violate any Person’s Intellectual Property rights, and no such claims are pending or threatened in writing against the Sellers or their Subsidiaries, and (ii) to Seller’s Knowledge, no Person is infringing or otherwise violating any Transferred Intellectual Property, and no such claims are pending or threatened in writing against any Person by the Sellers or their Subsidiaries.

(d) Except as identified on Schedule 3.11(d), the Transferred Intellectual Property constitutes all of the material Intellectual Property owned by the Sellers or their Subsidiaries that is used in (or held for use in), or necessary for, the conduct of the Business as currently conducted, and shall be owned and available for use by Purchaser immediately after the Closing Date on terms and conditions identical, in all material respects, to those under which the Sellers or their Subsidiaries owned or used (or held for use) such Intellectual Property immediately prior to the Closing Date.

(e) Except as identified on Schedule 3.11(e), no Public Software is incorporated into, combined with, linked with, distributed with, provided to any Person as a service, provided via a network as a service or application, or otherwise made available, with any material Software contained in the Transferred Intellectual Property. The material Software contained in the Transferred Intellectual Property has not used any Public Software in a manner that does, will, or would reasonably be expected to, require the (A) disclosure or distribution of any Software contained in the Transferred Intellectual Property (in whole or in part) in source code form; (B) license or other provision of any Software contained in the Transferred Intellectual Property (in whole or in part) on a royalty-free basis; or (C) grant of any license, non-assertion covenant, or other rights under any Transferred Intellectual Property or rights to modify, make derivative works based on, decompile, disassemble, or reverse engineer any Software contained in the Transferred Intellectual Property (in whole or in part).

(f) To the Seller's Knowledge, no Software contained in the Transferred Intellectual Property contains (i) any "time bomb," "Trojan horse," "back door," "worm," virus, malware, spyware, or other device or code ("**Malicious Code**") designed or intended to (A) disrupt, disable, harm, or otherwise impair the normal and authorized operation of, or provide unauthorized access to, any computer system, hardware, firmware, network, or device on which any Software is installed, stored, or used; or (B) damage, destroy, or prevent the access to or use of any data or file without the user's consent (except, for the avoidance of doubt, license keys and other code intended to limit access to or use of such Software to an authorized user); or (ii) any computer code intentionally designed to disrupt, disable, or harm in any manner the operation of any Software or hardware or to allow a third party to have access to the user's computer or network without such user's authority ("**Virus**"). The Sellers have taken commercially reasonable steps to ensure that the Software does not contain any Malicious Code or Virus, and to prevent the introduction of Malicious Code or a Virus into the Software.

(g) In each case in which any of the Transferred Intellectual Property was acquired by the Sellers from any Person, the Sellers have obtained a legal, valid and binding written assignment that is in full force and effect (except to the extent subject to, and limited by, the Enforceability Exceptions) and is sufficient to transfer all right, title and interest in and to the corresponding Intellectual Property to the Sellers.

(h) The Sellers have taken commercially reasonable steps to protect its rights in the confidential information, trade secrets and know how contained in the Transferred Intellectual Property.

(i) The Sellers have a complete and correct copy of the source code for all Software contained in the Transferred Intellectual Property, including the current version of all such source code. Except as set forth on Schedule 3.11(i), the Sellers have not disclosed, delivered, licensed or otherwise made available, and does not have a duty or obligation (whether present, contingent, or otherwise) to disclose, deliver, license or otherwise make available, any source code for any Software contained in the Transferred Intellectual Property, to any escrow agent or any other Person, other than an employee, independent contractor, or consultant of the Sellers pursuant to a legal, valid and binding written agreement that is in full force and effect (except to the extent subject to, and limited by, the Enforceability Exceptions), prohibiting use or disclosure except in the performance of services primarily related to the Software contained in the Transferred Intellectual Property. No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time, or both) has resulted in, or will or could reasonably be expected to, nor will the execution of this Agreement or the consummation of the transactions contemplated herein, result in the disclosure or release of such source code by the Sellers or escrow agent(s) or any other Person to any third party.

(j) To Seller's Knowledge, there has been no unauthorized theft, reverse engineering, decompiling, disassembling or other unauthorized disclosure of or access to, any source code for any material Software contained in the Transferred Intellectual Property.

### **3.12 Data Protection and Privacy.**

(a) For the past three (3) years, with respect to the Business, (i) the Sellers materially comply and have complied with applicable Data Protection Laws and Data Protection Requirements; (ii) to Seller's Knowledge, the Sellers have not suffered or experienced any Security Breach; (iii) to Seller's Knowledge, no Personal Information held or Processed by Third-Party Processors has been subject to any Security Breach; (iv) the Sellers, to Seller's Knowledge and with respect to the Processing of Personal Information, any of their Third Party Processors have not been notified, and there have been no facts or circumstances that applicable Data Protection Requirements would require the Sellers to notify, any Governmental Authority or other Person of any Security Breach; and (v) to Seller's Knowledge, the Sellers have not received written notice or allegation from, or been subject to any Action from, any Person or Governmental Authority alleging noncompliance with Data Protection Requirements.

(b) The Sellers have obtained all consents required in all material respects under applicable Data Protection Policies and Sellers' applicable obligations under Contracts for their collection, use, disclosure, or other Processing of Personal Information in connection with the conduct of the Business. To Seller's Knowledge, neither the execution, delivery nor performance of this Agreement or any of the Related Documents will (x) violate, in any material respects, any Data Protection Requirements, or (y) require, under applicable Data Protection Requirements, the consent of, or notice to, any Person concerning a transfer of Personal Information to the Purchasers or the Purchaser's Processing of Personal Information as contemplated in the Transaction.

(c) With respect to the Business, the Sellers have commercially reasonable measures designed to assess its information security program, and promptly remediated and addressed any and all high or critical risk vulnerabilities relating to the Sellers' implementation of commercially reasonable safeguards, including administrative, physical and technical safeguards, designed to protect its information security program.

### 3.13 ***Tax Matters.***

(a) All Tax Returns with respect to the Business and the Transferred Assets required to be filed by the Sellers have been timely filed, and all such Tax Returns are true, complete, and correct in all material respects. Sellers have timely paid, collected or withheld, or made adequate provision in the financial statements for, all material Taxes (whether or not shown as due and owing by it on any Tax Return), except for Taxes the nonpayment of which is permitted under the Bankruptcy Code.

(b) There are no Liens (other than Permitted Liens) with respect to Taxes on any of the Transferred Assets.

(c) No federal, state, local, or non-U.S. tax audits or administrative or judicial tax proceedings are pending or being conducted with respect to the Business or the Transferred Assets. The Sellers have not received from any federal, state, local, or non-U.S. taxing authority (including jurisdictions where Tax Returns have not been filed by the Sellers) any written notice indicating an intent to open an audit or other review or written notice of deficiency or proposed adjustment for any amount of Tax proposed, asserted, or assessed by any taxing authority against the Sellers that has not been fully resolved, in each case with respect to the Business or the Transferred Assets.

(d) The Sellers have not entered into an agreement or waiver extending any statute of limitation with respect to the payment or collection of any Taxes relating to the Business or Transferred Assets.

(e) The Sellers are not currently the beneficiary of any extension of time within which to file any Tax Return relating to the Business or Transferred Assets.

### 3.14 ***[Reserved].***

3.15 ***Customers and Suppliers.*** Schedule 3.14 sets forth the (a) top 10 customers, (b) top 10 suppliers, and (c) annual sales volumes of the top 10 customers (in each case in respect of the Business and determined on the basis of revenues from or payments to any such Person for the fiscal year ended December 31, 2023). With respect to each such customer, since December 31, 2023 such customer has not terminated or materially decreased (whether or not permitted by the applicable Contract) its relationship with any Seller with respect to the Business.

3.16 ***Sufficiency of Assets.*** The Transferred Assets and the rights as of immediately following the Closing under this Agreement and the Related Documents will include all assets and rights reasonably necessary for Purchaser to operate and conduct the Business immediately following the Closing in all material respects as currently operated and conducted, except as related to the Excluded Assets. Except as would not be material to the Business, all tangible personal property of the Sellers included in the Transferred Assets is in good working order and condition, ordinary wear and tear excepted.

3.16 **Related Party Matters.** Except for Contracts relating to ordinary course arms' length commercial or employment relationships, Sellers are not a party to any Contract or other agreement or arrangement with any Related Party of the Seller. No Related Party of the Sellers (a) owns or has owned any interest in or any real property or asset constituting a Transferred Asset or used in the Business, (b) provides or has provided goods or services to, or receives goods or services from, the Sellers or the Business or (c) has initiated or, to the Seller's Knowledge, threatened to bring any Action against the Sellers or the Business, in each case, in the past three years.

3.17 **No Other Representations or Warranties.** Except for the representations and warranties contained in this Article 3, the Sellers do not, nor do any other Persons on behalf of the Sellers, make any other express or implied representation or warranty with respect to itself, the Business, the Transferred Assets or the Assumed Liabilities, or with respect to any other information provided to Purchaser or its representatives, and the Sellers disclaim any other representations or warranties, whether made by or on behalf of the Sellers or any other Person. The Sellers will not, and no other Persons will, have or be subject to any Liability to Purchaser or any other Person resulting from the distribution to Purchaser, or Purchaser's use of, any such information, including any information, documents, projections, forecasts or other material made available to Purchaser or its representatives.

#### **ARTICLE 4**

#### **REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Except as disclosed in a document herewith delivered by Purchaser to the Sellers, Purchaser hereby makes the representations and warranties contained in this Article 4 to the Sellers.

4.1 **Organization, Good Standing and Other Matters.** Purchaser is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization and has all requisite corporate power or other entity power and authority to own its properties and to carry on its business as now being conducted. Purchaser is duly qualified or licensed to conduct its business as currently conducted and is in good standing in each jurisdiction in which the location of the property owned, leased or operated by it or the nature of its business makes such qualification necessary, except where the failure to be so qualified or licensed would not, individually or in the aggregate, materially impair or delay Purchaser's ability to consummate the Transactions.

4.2 **Authority and Enforceability.** Purchaser has all requisite corporate power or other entity power and authority to execute and deliver this Agreement and each of the Related Documents to which it is (or at Closing, will be) a party and to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance of this Agreement and each of the Related Documents to which it is (or at Closing, will be) a party, and the consummation of the Transactions, have been duly authorized and approved by its board of directors (or equivalent governing body) and no other action on the part of Purchaser or its stockholders is necessary to authorize the execution, delivery and performance of this Agreement and the Related Documents by Purchaser and the consummation of the Transactions. This

Agreement has been, and each Related Document will be at or prior to Closing, duly executed and delivered by Purchaser and, assuming due execution and delivery by the other parties hereto or thereto, constitutes a valid and binding obligation of Purchaser enforceable against it in accordance with its respective terms, except to the extent that such enforceability may be subject to, and limited by, the Enforceability Exceptions.

**4.3 No Conflict: Required Filings and Consents.** Except (a) as required by any Antitrust Laws that require the consent, waiver, approval, Order or Permit of, or declaration or filing with, or notification to, any Person or Governmental Authority, (b) such filings as may be required in connection with the Transfer Taxes described in Section 2.9 and VAT described in Section 7.3(h) and (c) as set forth on Schedule 4.3, the execution and delivery of this Agreement and of the Related Documents and the consummation of the Transactions by Purchaser will not (i) violate the provisions of its Organizational Documents, (ii) violate any Law or Order to which it is subject or by which any of its properties or assets are bound, (iii) require it to obtain any Consent, or give any notice to, or make any filing with, any Governmental Authority on or prior to the Closing Date, (iv) result in a material breach of or constitute a default (with or without due notice or lapse of time or both), give rise to any right of termination, cancellation or acceleration under, or require the Consent of any third party to, any material Contract to which it is a party or (v) result in the imposition or creation of any Lien upon or with respect to any of its assets or properties; excluding from the foregoing clauses (ii) through (v) Consents, approvals, notices and filings the absence of which, and violations, breaches, defaults, rights of acceleration, cancellation or termination, and Liens, the existence of which would not, individually or in the aggregate, (A) have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement or (B) otherwise prevent, hinder or delay the consummation of the Transactions.

**4.4 Financing.** Purchaser has, and at the Closing will have, (i) sufficient internal funds (without giving effect to any unfunded financing regardless of whether any such financing is committed) available to pay the Purchase Price in accordance with the terms hereof and any other payments required hereunder and any expenses incurred or required to be paid by Purchaser in connection with the Transactions, and (ii) the resources and capabilities (financial or otherwise) to perform its obligations hereunder and under the Related Documents. Purchaser has not incurred any obligation, commitment, restriction or Liability of any kind, which would impair or adversely affect such resources and capabilities.

**4.5 Solvency.** Purchaser is not entering into this Agreement with the intent to hinder, delay or defraud either present or future creditors. Immediately after giving effect to all of the Transactions, including the making of the payments contemplated by Section 2.8, and assuming satisfaction of the conditions to Purchaser's obligation to consummate the Transactions as set forth herein, the accuracy of the representations and warranties of Purchaser set forth herein and the performance by Purchaser of its obligations hereunder in all material respects, Purchaser will be Solvent.

**4.6 Litigation.** Except as set forth on Schedule 4.6, there is no Action pending or, to Purchaser's Knowledge, formally threatened in writing against Purchaser or involving any of its properties or assets that would be reasonably be expected to (a) have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement or (b) otherwise prevent, hinder or delay the consummation of the Transactions.

**4.7 Brokers and Finders.** Except as set forth on Schedule 4.7, none of Purchaser or its Affiliates have, directly or indirectly, entered into any agreement with any Person that would obligate the Sellers to pay any commission, brokerage fee or “finder’s fee” in connection with the Transactions.

**4.8 Investigation and Agreement by Purchaser; Non-Reliance of Purchaser; No Other Representations and Warranties.**

(a) Purchaser acknowledges that it and its representatives have received access to such books and records, facilities, equipment, contracts and other assets of the Business which it and its representatives have desired or requested to review. Purchaser acknowledges and agrees that it has made its own inquiry and investigation into, and, based thereon, has formed an independent judgment concerning the Sellers, the Business, the Transferred Assets and the Assumed Liabilities.

(b) Except for the specific representations and warranties expressly made by the Sellers in Article 3 as further limited by the specifically bargained-for exclusive remedies as set forth in Article 10, Purchaser acknowledges and agrees that (i) the Sellers are not making and has not made any representation or warranty, expressed or implied, at law or in equity, in respect of the Business, the Transferred Assets, the Assumed Liabilities, or any of its operations, prospects or condition (financial or otherwise), including with respect to merchantability or fitness for any particular purpose of any assets, the nature or extent of any Liabilities, the prospects of the Business, the effectiveness or the success of any operations, or the accuracy or completeness of any confidential information memoranda, documents, projections, material or other information (financial or otherwise) regarding the Business furnished to Purchaser or its representatives or made available to Purchaser and its representatives in any “data rooms,” “virtual data rooms,” management presentations or in any other form in expectation of, or in connection with, the Transactions, or in respect of any other matter or thing whatsoever, and (ii) no officer, director, manager, stockholder, agent, Affiliate, advisor, representative or employee of the Sellers has any authority, express or implied, to make any representations, warranties or agreements not specifically set forth in Article 3 and subject to the limited remedies herein provided.

(c) Other than the specific representations and warranties expressly set forth in Article 3 as further limited by the specifically bargained-for exclusive remedies as set forth in Article 10, Purchaser specifically disclaims that it is relying upon or has relied upon any such other representations or warranties that may have been made by any Person, and acknowledges and agrees that the Sellers have specifically disclaimed and do hereby specifically disclaim, and shall not have or be subject to any Liability for reliance on any such other representation or warranty made by any Person. Purchaser specifically waives any obligation or duty by the Sellers to make any disclosures of fact not required to be disclosed pursuant to the specific representations and warranties expressly set forth in Article 3 and disclaim reliance on any information not specifically required to be provided or disclosed pursuant to the specific representations and warranties set forth in Article 3.

(d) Purchaser is acquiring the Business, the Transferred Assets and the Assumed Liabilities subject only to the specific representations and warranties expressly set forth in Article 3 as further limited by the specifically bargained-for exclusive remedies as set forth in Article 10.

**4.9 No Other Representations or Warranties.** Except for the representations and warranties contained in this Article 4, neither Purchaser nor any other Person on behalf of Purchaser makes any other express or implied representation or warranty with respect to Purchaser or with respect to any other information provided to the Sellers or its representatives, and Purchaser disclaims any other representations or warranties, whether made by Purchaser or any of its Affiliates, officers, directors, employees, agents or representatives. Purchaser acknowledges and agrees that the enforceability of this Agreement against the Sellers is subject to entry of the Sale Order.

## **ARTICLE 5**

### **BANKRUPTCY COURT MATTERS**

#### **5.1 Bankruptcy Court Filings.**

(a) The Casa Seller shall use best efforts to pursue the entry by the Bankruptcy Court of the Sale Order, which Sale Order shall provide for the transfer of the Transferred Assets and the Assumed Liabilities to Purchaser free from all successor or transferee Liability to the fullest extent permitted by Section 363 of the Bankruptcy Code. The Casa Seller shall comply (or obtain an Order from the Bankruptcy Court waiving compliance) with all requirements under the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Bankruptcy Rules for the Bankruptcy Court in obtaining the entry of the Sale Order. Purchaser agrees that it will promptly take such actions as are reasonably requested by the Casa Seller to assist in obtaining entry of the Sale Order, including a finding of adequate assurance of future performance by Purchaser, including by furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a “good faith” purchaser under Section 363(m) of the Bankruptcy Code. In the event the entry of the Sale Order is appealed, the Casa Seller and Purchaser shall use its respective commercially reasonable efforts to defend such appeal.

(b) Casa Seller shall use its commercially reasonable efforts to have the Sale Order entered by the date that is thirty (30) days following the Petition Date.;

(c) Casa Seller shall: (i) file a motion seeking entry of a Conforming Cash Collateral Order by the earlier of: (a) one day after the Petition Date, and (b) 5:00 pm EDT on April 3, 2024; and (ii) obtain entry by the Bankruptcy Court of a Conforming Cash Collateral Order within fifteen (15) days of the Petition Date.



## 5.2 Assumption of Potential US Assigned Contracts.

(a) Within one (1) Business Day following the Petition Date, the Casa Seller shall file (or cause to be filed) a notice of assumption (the “**Assumption Notice**”) with the Bankruptcy Court and serve such notice on each counterparty to a Potential US Assigned Contract listed thereon. The Assumption Notice shall identify all Potential US Assigned Contracts that the Casa Seller and Purchaser believe may be assumed and assigned in connection with the sale of the Transferred Assets and set forth a good faith estimate of the amount of Cure Costs applicable to each such Potential US Assigned Contract (and if no Cure Cost is estimated to be applicable with respect to any particular Potential US Assigned Contract, the amount of such Cure Cost designated for such Potential US Assigned Contract shall be “\$0.00”). The Casa Seller reserves the right to supplement and/or modify such list of Potential US Assigned Contracts and provide additional notice thereof, as applicable, and to remove a Potential US Assigned Contract from the list of Potential US Assigned Contracts, up to the date of the Sale Hearing.

(b) On or before the date that is one (1) Business Day before the Closing Date, Purchaser shall provide to the Casa Seller a list of those Potential US Assigned Contracts that it elects to have assumed and assigned to Purchaser on the Closing Date (the “**Designated US Contracts**”). Purchaser shall be entitled to (i) remove certain Potential US Assigned Contracts from the list of Designated US Contracts in its sole discretion or (ii) add certain Potential US Assigned Contracts to the list of Designated US Contracts, subject to the prior written approval of the Casa Seller (not to be unreasonably withheld or delayed), in each case at any time prior to the Sale Hearing by providing the Casa Seller written notice of such removal or written request for such addition, as applicable. In the event that Purchaser adds or removes any of such Potential US Assigned Contracts from such list, the Casa Seller will provide the relevant counterparty notice that the applicable Potential US Assigned Contract is no longer identified or has now been identified as a Designated US Contract in accordance with the Sale Motion. For the avoidance of doubt, only those executory Potential US Assigned Contracts that are identified as Designated US Contracts as of the Closing Date will constitute Assigned Contracts and will be assumed by the Casa Seller and assigned to Purchaser pursuant to the Sale Order. The Casa Seller shall file such motions or pleadings as may be appropriate or necessary to assume and assign the Potential US Assigned Contracts and to determine the amount of the Cure Costs; *provided*, that nothing herein shall preclude the Casa Seller from filing one or more motion to reject any Contracts that are not Potential US Assigned Contracts as of the Sale Hearing.

(c) Purchaser shall make provision for the payment in cash or reservation of the Determined Cure Costs at Closing in accordance with the Sale Order. With respect to any Determined Cure Costs required to be held in reserve pending resolution of a Cure Cost dispute in accordance with the procedures set forth in the Sale Motion, which resolution may occur after Closing as set forth therein, Purchaser shall make provision for the prompt payment of such amounts upon resolution, in accordance with the Sale Order or any other order of the Bankruptcy Court.

(d) On or prior to the date that is two (2) Business Days prior to the Closing Date, the Casa Seller shall have made available to Purchaser true and complete copies of all Potential US Assigned Contracts identified on the Assumption Notice, or otherwise provided Purchaser with access to such true and complete copies of such Potential US Assigned Contracts.

(e) Notwithstanding any provision in this Agreement to the contrary, from and after the date hereof through the Closing Date, the Casa Seller will not reject or take any action (or fail to take any action that would result in rejection by operation of Law) to reject, withdraw, repudiate or disclaim any Potential US Assigned Contract unless (i) Purchaser has provided its prior written consent or (ii) Purchaser has removed such Potential US Assigned Contract from the list of Designated US Contracts.

**ARTICLE 6**  
**PRE-CLOSING COVENANTS**

6.1 **Conduct of Business.** Except (i) as set forth on Schedule 6.1, (ii) as may be approved in writing by Purchaser (which approval will not be unreasonably withheld, delayed or conditioned) or (iii) as is otherwise required by this Agreement, any Potential US Assigned Contract or International Assigned Contract, by applicable Laws or by order of the Bankruptcy Court, from the date hereof through the earlier of the Closing Date or the termination of this Agreement in accordance with its terms:

(a) The Sellers shall:

(i) use its commercially reasonable efforts to carry on the Business in all material respects in the ordinary course of business as it is currently conducted and has been historically conducted;

(ii) use commercially reasonable efforts to maintain, preserve and protect (A) the Transferred Assets in the condition in which they exist on the date hereof, except for ordinary wear and tear and except for replacements, modifications or maintenance in the ordinary course of business, (B) the Business and its relationships with material customers, vendors, suppliers and other business partners, and (C) the accounts receivable reflected on Schedule 6.1(a)(ii);

(iii) maintain its books, accounts and records in respect of the Business in the ordinary course of business;

(iv) use commercially reasonable efforts to maintain in full force and effect, without modification, all insurance policies;

(v) (A) comply in all material respects with all Laws applicable to it or having jurisdiction over the Business or any Transferred Asset, (B) comply in all material respects with contractual obligations applicable to or binding upon it pursuant to any Contracts (other than those obligations the compliance with which is excused by the Bankruptcy Court), (C) comply in all material respects with contractual obligations applicable to or binding upon it pursuant to any Lease and not materially change, amend or otherwise modify or terminate any Lease;

(vi) maintain in full force and effect all material permits and comply in all material respects with the terms of each such permit;

(vii) to the extent Seller receives cash or other proceeds arising from any of the invoices or other rights to payment identified in Schedule 2.1(l), set aside and hold the same for delivery to Purchaser at Closing; and

(viii) take all steps reasonably necessary to maintain the material Owned Intellectual Property that constitutes a Transferred Asset.

(b) The Sellers shall not:

(i) sell, assign, transfer, convey, license, encumber, abandon, cancel, allow to expire or lapse, or otherwise dispose of any material asset or property constituting Transferred Assets other than, in each case, in the ordinary course of business or for the purpose of disposing of obsolete or worthless assets (and with respect to Transferred Intellectual Property, solely grant non-exclusive licenses in the ordinary course of business);

(ii) acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of any business or any corporation, partnership or other business organization or otherwise acquire any assets (except inventory), that as of the Closing would constitute Transferred Assets, except for the acquisition of assets in the ordinary course of business;

(iii) change its present accounting methods or principles in any material respect, except as required by GAAP or applicable Law;

(iv) enter into any Contract related to the Business with an aggregate annual value in excess of \$250,000;

(v) enter into any Contract providing for the escrow or disclosure of the Business's source code or the release of such source code;

(vi) make or change any material tax election, adopt or change any tax accounting method, file any amended Tax Return, file any Tax Return that is inconsistent with past practice, enter into any agreement with a taxing authority (including any closing agreement), settle any tax claim or assessment, consent to any extension or waiver of the limitation period applicable to any material tax claim or assessment other than in the ordinary course of business or surrender any right to claim a refund of a material Tax, in each case, other than as required by the Code or applicable Law, and in each case that could have an effect on the amount of Taxes due from the Business or due with respect to the Transferred Assets, in each case, for a taxable period (or portion thereof) beginning after the Closing Date;

(vii) create any new Lien (other than a Permitted Lien) on or affecting the Transferred Assets;

(viii) except as ordered by the Bankruptcy Court, if applicable, materially change, amend, modify or terminate any Potential US Assigned Contract or International Assigned Contract;

(ix) enter into any agreement or commitment with any Affiliate of the Sellers that would be a Transferred Asset;

(x) cancel any material debts (other than intercompany arrangements) or waive any material claims or rights which would be Transferred Assets;

(xi) accelerate any payments from its customers; and

(xii) other than in accordance with the Sellers' ordinary course of business, terminate or hire any employee of any Seller with annual base compensation in excess of \$100,000 or increase the annual level of total compensation of any employees of the Business in an amount exceeding \$10,000 (including non-cash incentives).

(c) Notwithstanding anything to the contrary, nothing contained in this Agreement shall give Purchaser or any of its Affiliates, directly or indirectly, any right to control or direct the Business, assets and operations prior to the Closing. Prior to the Closing, the Sellers shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its Business, assets and operations.]

#### **6.2 Access to Information; Confidentiality.**

(a) From the date hereof until the earlier of the Closing Date and the termination of this Agreement, the Sellers shall grant Purchaser and its representatives (at Purchaser's sole cost and expense) reasonable access, during normal business hours and upon reasonable notice (and in the event of a facility visit request, at least two (2) Business Days prior notice), and subject to any limitations resulting from any Public Health Measures, to the personnel, facilities, books and records of the Sellers related to the Business or the Transferred Assets that are in the possession or under the control of the Sellers; *provided, however*, that (i) all requests for access shall be directed to dennis.daly@casa-systems.com (Dennis Daly) or such other person as the Casa Seller may designate in writing from time to time (the "***Seller Access Contact***"), (ii) such activities do not unreasonably interfere with the ongoing business or operations of the Sellers, (iii) the Sellers shall have the right to have one or more of its representatives present at all times during any visits, examinations, discussions or contacts contemplated by this Section 6.2(a), (iv) Purchaser shall have no right to perform invasive or subsurface investigations or conduct any sampling or analysis of environmental media of the nature commonly referred to as a "Phase II Environmental Investigation," such as any soil or groundwater testing, (v) such access or related activities would not cause a violation of any agreement to which the a Seller is a party, (vi) no Personal Information shall be disclosed or used other than in compliance with Data Protection Requirements and (vii) nothing herein shall require the Sellers or their representatives to furnish to Purchaser or provide Purchaser with access to information that (A) is subject to an attorney-client or an attorney work-product privilege or (B) legal counsel for the Sellers reasonably concludes may give rise to antitrust or competition law issues or violate a protective order or otherwise may not be disclosed pursuant to applicable Law. Sellers shall instruct its executive officers and senior business managers, counsel, auditors and financing advisors to reasonably cooperate with Purchaser and its Representatives.

(b) Any confidential information provided to or obtained by Purchaser or its representatives, including pursuant to this Section 6.2, is subject to the terms of, and the restrictions contained in, the Confidentiality Agreement. Purchaser agrees to be bound by and comply with the provisions set forth in the Confidentiality Agreement as if such provisions were set forth herein, and such provisions are hereby incorporated herein by reference. Effective upon (and only upon) the Closing, the Confidentiality Agreement shall automatically terminate and none of the parties thereto shall have any further Liability or obligation thereunder except with respect to any confidential information: (i) provided to or obtained by Purchaser or its representatives concerning the Sellers and (ii) retained by the Sellers pursuant to Section 2.1(e) of this Agreement, which information shall remain subject to the terms and conditions of the Confidentiality Agreement after the Closing Date. If this Agreement is terminated prior to Closing for any reason, the duration of the confidentiality of the Confidentiality Agreement shall be deemed extended, without any further action by the Parties, for a period of time equal to the period of time elapsed between the date such Confidentiality Agreement was initially signed and the date of termination of this Agreement.

(c) Notwithstanding anything to the contrary contained herein, nothing in this Section 6.2 shall limit the ability of the Parties or any of their respective Affiliates to make any disclosure to their respective tax advisors or any taxing authority.

**6.3 *Efforts to Consummate.*** Except as otherwise provided in this Agreement, each of the Parties agrees to use its commercially reasonable efforts to cause the Closing to occur as soon as possible after the date hereof, including satisfying the conditions precedent set forth in Article 8 applicable to such Party including (a) defending against any Actions, judicial or administrative, challenging this Agreement or the consummation of the Transactions, (b) seeking to have any preliminary injunction, temporary restraining order, stay or other legal restraint or prohibition entered or imposed by any court or other Governmental Authority that is not yet final and nonappealable vacated or reversed, and (c) and executing any additional instruments reasonably requested by the other Party (without cost or expense to the executing Party) necessary to carry out the Transactions and to fully carry out the purposes of this Agreement; *provided, however*, that, for purposes of the “commercially reasonable efforts” standard as required by this Section 6.3, Section 6.4 or Section 6.5, neither Party nor its Affiliates or representatives shall be required to offer or grant any accommodation or concession (financial or otherwise) to any third party or to otherwise expend any money or suffer any detriment, to expend any money to remedy any breach of any representation or warranty hereunder, to commence any Action, to waive or surrender any right, to modify any agreement (including any Potential US Assigned Contract or International Assigned Contract) or to provide financing to Purchaser for the consummation of the Transactions.

**6.4 *Notices and Consents.*** Reasonably promptly following the execution of this Agreement, the Sellers will give, or cause to be given, applicable notices to third parties and thereafter will use commercially reasonable efforts (as limited by Section 6.3) to obtain the third-party consents set forth on Schedule 6.4; *provided, however*, that no representation, warranty, covenant or agreement of the Sellers shall be breached or deemed breached, and no condition shall be deemed not satisfied, as a result of (a) the failure to obtain any such third-party consent, (b) any termination of a Contract as a result of the failure to obtain such third-party consent or (c) any Action commenced or threatened by or on behalf of any Person arising out of or relating to the failure to obtain any such consent or any such termination.

## 6.5 *Regulatory Matters and Approvals.*

(a) Each of Purchaser and the Sellers will provide any notices to and make any filings with any Governmental Authority that are necessary to consummate the Transactions. Without limiting the generality of the foregoing, the Sellers and Purchaser shall, no later than ten (10) Business Days after the date hereof, prepare and file as promptly as practicable all documentation to effect any necessary notices, reports and other filings and to obtain as promptly as practicable all Consents, clearances, registrations, approvals, permits and authorizations necessary or advisable to be obtained from any Governmental Authority in order to consummate the Transactions.

(b) Each Party will promptly notify the other Party of any written or oral communication made to or received by Purchaser, the Sellers or both, as the case may be, from any Governmental Authority regarding the Transactions, and, subject to applicable Law, if practicable, (i) permit the other Party to review in advance any proposed written communication to any such Governmental Authority and consider the other Party's comments in good faith, (ii) not agree to participate in any substantive meeting or discussion with any such Governmental Authority in respect of any filing, investigation or inquiry concerning this Agreement or the Transactions unless, to the extent reasonably practicable, it consults with the other Party in advance and (iii) to the extent permitted by such Governmental Authority, give the other Party the opportunity to attend, and furnish the other Party with copies of all correspondence, filings and written communications between them and their Affiliates and their respective representatives on one hand and any such Governmental Authority or its staff on the other hand, with respect to this Agreement and the Transactions; *provided, however*, that this Agreement shall not obligate either Party to disclose to the other Party such portions of any proposed or final correspondence, filing or other written communication with a Governmental Authority or its staff as the party to such correspondence, filing or communication may reasonably deem competitively-sensitive, privileged or confidential vis-à-vis the other party, except that it shall disclose matters to the external counsel of the other Party to the extent reasonably necessary in order to enable the Party to fulfill its cooperation obligations in this Section 6.5(b).

**6.6 *Public Announcements.*** Between the date of this Agreement and the Closing Date, except to the extent required by any applicable Law or Action or the rules of any securities exchange on which a Party's securities (or its Affiliate's securities) are traded, neither Purchaser nor the Sellers shall, and Purchaser and the Sellers shall cause their respective Affiliates and representatives not to, directly or indirectly, issue any press release or public announcement of any kind without the prior written consent of Purchaser and the Casa Seller; *provided, however*, that the Sellers may make announcements from time to time to their respective employees, customers, suppliers and other business relations and otherwise as the Sellers may reasonably determine is necessary to comply with applicable Law or the requirements of this Agreement, any other agreement to which the Sellers are a party or any securities exchange on which the securities of Sellers are listed. Purchaser and the Casa Seller shall cooperate in good faith to prepare a joint press release to be issued on the Closing Date, the terms of which shall be mutually agreed upon by the Parties.

**6.7 *Update of Schedules; Knowledge of Breach.*** From time to time prior to the Closing, the Sellers may supplement or amend the Schedules with respect to any matter hereafter arising or discovered which if existing or known by the Sellers at the date of this Agreement would have been required to be set forth or described in such Schedules and also with respect to events or conditions arising after the date hereof and prior to Closing; *provided that* any such supplements or amendments shall not be material. Any such supplemental or amended disclosure shall not be

deemed to have cured any such breach of representation or warranty for purposes of determining whether or not the conditions set forth in Section 8.2(a) have been satisfied. From and after the Closing, references to the Schedules shall be references to the Schedules as supplemented, modified or updated. Nothing in this Agreement, including this Section 6.7, shall imply that the Sellers are making any representation or warranty as of any date other than the date hereof (other than representations and warranties that are expressly made as of an earlier date). From time to time prior to the Closing, Purchaser may supplement or amend any schedules under Section 2.1, Section 2.2, Section 2.3, and Section 2.4 with respect to any assets or Liabilities discovered that should be categorized as Transferred Assets, Excluded Assets, Assumed Liabilities or Excluded Liabilities, as applicable.

**6.8 Notification of Certain Matters.** Until the Closing, each Party shall promptly notify the other Party in writing of any fact, change, condition, circumstance or occurrence or nonoccurrence of any event of which it is aware that will or is reasonably likely to result in any of the conditions set forth in Article 8 becoming incapable of being satisfied.

**6.9 Employee Matters.**

(a) The Sellers and Purchaser agree that the consummation of the Transactions will constitute a relevant transfer for the purposes of the Regulations and, accordingly, that it will not operate so as to terminate the contracts of employment of any of the Automatic Transfer Employees. Such contracts of employment shall be transferred to the Purchaser or one of its Affiliates pursuant to the Regulations. The Purchaser agrees to take all actions required under applicable Law, including the Regulations, and any collective bargaining, and all other administrative actions as are reasonably necessary or appropriate (including providing the Sellers with details of (i) which entity of the Purchaser or its Affiliates will employ each Automatic Transfer Employee upon Closing, and (ii) any measures or changes to employment terms or working conditions proposed by Purchaser that will affect the Automatic Transfer Employees) such that the employment of each Automatic Transfer Employee will transfer to the Purchaser or its Affiliates automatically as of the Closing Date.

(b) At least fifteen (15) days prior to the expected Closing Date, Purchaser shall deliver to those certain Offer Employees selected at the Purchaser's discretion a written offer of employment. Each Offer Employee who accepts such offer on or prior to the Closing Date, successfully fulfills the conditions of such offer, as determined in Purchaser's sole discretion, and commences employment with Purchaser on the first Business Day following the Closing will be a "**Continuing Offer Employee**" (together with each Automatic Transfer Employees who becomes employed by Purchaser, the "**Continuing Employees**").

(c) The employment of each Continuing Employee shall be transferred to or assumed by Purchaser, its Affiliates, or an employer of record in a manner such that either (i) his or her employment shall be considered continuous and uninterrupted employment under Law unless such treatment is prohibited by applicable Law, and as such Purchaser, its Affiliates, or an employer of record shall recognize the years of service of such Continuing Employees with the Seller and its Affiliates accumulated before the Closing Date for purposes of determining eligibility, vesting, or the calculation of vacation, paid time off and severance entitlements of such employees or (ii) each Continuing Employee, shall, in the aggregate, be made whole by Purchaser for any service years not recognized. The Sellers shall not pay any severance payments or other separation benefits (including the employer-paid portion of any employment taxes) to any Continuing Employees.

(d) The provisions of this Section 6.9 are solely for the benefit of the Parties to the Agreement, and no Continuing Employees, (including any beneficiary or dependent thereof) or any other Person shall be regarded for any purpose as a third-party beneficiary of the Agreement, and no provision of this Section 6.9 shall create such rights in any such persons with respect to the compensation, terms and conditions of employment or benefits that may be provided to any such employee or beneficiary or dependent by Sellers, Purchaser or any of their respective Affiliates or under any benefit plan (including any Seller Benefit Plans) which Sellers, Purchaser or any of its Affiliates may maintain, other than what is legally required in accordance with applicable Laws. Nothing in this Agreement is intended to (i) be treated as an amendment of any particular Seller Benefit Plan or (ii) prevent Purchaser or any of its Affiliates from terminating the employment of any Continuing Employee.

#### 6.10 *Shared Assets*.

(a) To the extent the Transferred Assets also relate to the Other Business (together with assets of the Other Business that also relate to the Business, collectively the “*Shared Assets*”), Purchaser shall use its commercially reasonable efforts to cooperate with the Other Purchaser in any lawful and commercially reasonable arrangement reasonably proposed by the Purchaser or the Other Purchaser to ensure both Purchaser and the Other Purchaser receives the rights and benefits of such Shared Assets related to the Business or Other Business, as applicable, as promptly as practicable after the later of (i) the Closing and (ii) the closing of the Other Purchaser’s purchase of the Other Business. The Sellers shall (A) facilitate the discussions between Purchaser and the Other Purchaser and (B) similarly obligate the Other Purchaser to agree in the Other Agreement to reasonably cooperate with Purchaser to (1) perform any obligations that the Other Purchaser may have vis-à-vis such Shared Assets, and (2) provide Purchaser reciprocal rights and benefits to use any Shared Assets purchased by the Other Purchaser that also relate to the Business. To the extent the Closing occurs prior to the closing of the purchase of the Other Business, the Parties acknowledge that the Sellers will need continued access to the Shared Assets to continue to operate the Other Business in the ordinary course pending the closing of the purchase of the Other Business, and the Parties shall use their reasonable efforts to cooperate with respect to the Sellers’ continued access to such Shared Assets to the extent Purchaser does not incur material cost. Prior to Closing, Purchaser and the Sellers shall negotiate reasonably and in good faith a short form transition services agreement or other reasonable commercial arrangement that will provide the Sellers with such continued access necessary to operate the Other Business.

(b) If the Sellers inadvertently purport or purported to assign ownership of any Transferred Intellectual Property to the Other Purchaser or to any other Person (any such Transferred Intellectual Property, the “*Disputed IP*”), in addition to all other rights and remedies available to Purchaser, including the right to seek equitable relief to nullify the inadvertent assignment of the Disputed IP to such Other Purchaser or to any other Person, Purchaser shall have the right (i) to compel acknowledgement of Purchaser’s exclusive ownership of the Disputed IP, (ii) to compel disgorgement by the Other Purchaser and any other Person of all materials related to and embodying the Disputed IP, and to enjoin all third party uses of the Disputed IP. Sellers



shall use commercially reasonable best efforts to (iii) have the Other Purchaser to agree to transfer such Disputed IP to Purchaser as soon as practicable and (iv) to vest Purchaser's rights to any Disputed IP in Purchaser against any other Person. Purchaser shall meanwhile at a minimum and at all times have a non-exclusive, worldwide, perpetual, irrevocable, unrestricted, fully paid up, right and license to use such Disputed IP in the Business as currently conducted, and Sellers hereby grant such license to Purchaser. The Sellers shall require the Other Purchaser to acknowledge in the Other Agreement Purchaser's foregoing rights in any Disputed IP. If any Transferred Intellectual Property that is not material to the Business is also required for the operation of the Other Business ("**Shared IP**"), Purchaser agrees to grant to the Other Purchaser a limited, worldwide, fully paid up, right and license to use such Shared IP for and in the Other Business. Material Transferred Intellectual Property will in no event be considered Shared IP and the Other Purchaser will not have the right to use material Transferred Intellectual Property except with the prior written consent of Purchaser in its sole discretion; provided that Purchaser will not unreasonably withhold its consent to any requested transitional license for any trademarks, service marks, brand names, logos, domain names, social media accounts and other source or business identifiers included in the Transferred Intellectual Property that are required to operate the Other Business.

(c) Purchaser agrees to negotiate a transition services agreement in good faith with the purchaser of the Other Business and the Seller prior to the closing of the sale of the Other Business.

## **ARTICLE 7 POST-CLOSING COVENANTS**

**7.1 Access to Information; Books and Records.** From and after the Closing, and without prejudice to the obligations of Purchaser pursuant to Section 7.3(g), Purchaser and its Affiliates shall (i) afford the Sellers and their representatives reasonable access, during normal business hours, upon reasonable advance notice and under reasonable circumstances, to the books and records of Purchaser and the Business and shall permit the Sellers and their representatives to examine such books and records to the extent reasonably requested by the Sellers and (ii) cause its representatives to furnish all information reasonably requested by the Sellers or their representatives in connection with financial or regulatory reporting, audit, third party litigation, preparing or filing of any Tax Return or the defense of any Tax claim or assessment or any other business purpose; *provided, however*, that nothing in this Section 7.1 shall require Purchaser or its Affiliates to furnish to the Sellers or their representatives any material that is subject to an attorney-client or solicitor-client privilege or an attorney or solicitor work-product privilege or which may not be disclosed pursuant to applicable Law. For a period of six years following the Closing Date, or such longer period as may be required by applicable Law or necessitated by applicable statutes of limitations, Purchaser shall, and shall cause its Affiliates to, maintain all such books and records and shall not destroy, alter or otherwise dispose of any such books and records.

### **7.2 Post-Closing Receipt and Possession of Assets.**

(a) After the Closing Date, the Sellers shall transfer promptly to Purchaser from time to time (but in any event no less frequently than on a monthly basis) any payments constituting Transferred Assets received by the Sellers. After the Closing Date, Purchaser shall transfer promptly to the Sellers, from time to time (but in any event no less frequently than on a monthly basis), any payments constituting Excluded Assets, including any accounts receivable constituting Excluded Assets, received by Purchaser after the Closing.

(b) In the event that, after the Closing Date, Purchaser receives or otherwise is in possession of any other Excluded Asset, Purchaser shall promptly notify the Sellers of its receipt or possession of such other Excluded Asset and transfer, at the Seller's expense, such Excluded Asset to the Sellers. In the event that, after the Closing Date, the Sellers receives or otherwise is in possession of any other Transferred Asset, the Sellers shall promptly notify Purchaser of their receipt or possession of such other Transferred Asset and transfer, at Purchaser's expense (unless the Sellers were required to transfer such Transferred Asset to Purchaser at Closing, in which case, and without limitation of any other remedies available to Purchaser, such transfer will be at the Sellers' expense), such Transferred Asset to Purchaser.

(c) If, at any time after the execution of this Agreement or after Closing Date, either Party discovers any (a) Transferred Asset that was not in fact physically transferred to Purchaser on the Closing Date, such Party shall promptly notify the other Party and the Parties shall take all actions and execute all documents to effectuate the transfer to Purchaser thereof without a change to the Purchase Price; or (b) any asset that was not intended to be a Transferred Asset that was in fact physically transferred to Purchaser on the Closing Date, such Party shall promptly notify the other Party and the Parties shall take all actions and execute all documents to effectuate the transfer to the applicable Seller thereof without a change to the Purchase Price.

### **7.3 Tax Matters.**

(a) The Sellers shall be responsible for preparing or causing to be prepared all Asset Tax Returns for taxable periods ending on or before the Closing Date (each, a "***Pre-Closing Tax Period***") that are required to be filed after the Closing, which Sellers shall do in a manner consistent with past practice to the extent relevant and consistent with applicable Law. After the Closing, Purchaser will reasonably assist and cooperate with the Sellers in preparing and filing such Asset Tax Returns. The Sellers shall provide Purchaser with completed drafts of such Asset Tax Returns for Purchaser's review and comment at least 30 days prior to the due date for filing such Tax Returns (taking into account all extensions properly obtained), and Sellers shall make revisions to such Asset Tax Returns as are reasonably requested by Purchaser. To the extent Purchaser is required by applicable Law to file any such Asset Tax Returns, Purchaser shall cause all such Asset Tax Returns received from the Sellers to be duly executed (as required) and timely filed, taking into account extensions (or, if such due date is within 30 days following the Closing Date, as promptly as practicable following the Closing Date).

(b) Purchaser shall prepare and timely file or cause to be prepared and timely filed (taking into account all extensions properly obtained) all Asset Tax Returns that are required to be filed for any Straddle Period. Purchaser shall prepare such Asset Tax Returns in a manner consistent with past practice to the extent relevant and consistent with applicable Law and shall provide the Sellers with completed drafts of such Tax Returns for the Sellers' review and reasonable comment at least 30 days prior to the due date for filing thereof, taking into account extensions (or, if such due date is within 30 days following the Closing Date, as promptly as practicable following the Closing Date) and shall make such revisions to such Tax Returns as are reasonably requested by the Seller, provided that such requests comply with applicable Law.

(c) The Sellers shall be liable for any Asset Taxes with respect to a Pre-Closing Tax Period and the portion of any Straddle Period ending on the Closing Date and Purchaser shall be liable for all other Asset Taxes. For purposes of this Agreement, in the case of any Straddle Period, (a) the amount of any Asset Taxes based on or measured by sales or use, employment, or withholding or otherwise imposed on a transaction basis allocated to the portion of such Straddle Period ending on the Closing Date shall be determined based on an interim closing of the books as of the end of the day on the Closing Date and (b) the amount of any other Asset Taxes shall be allocated to the portion of such Straddle Period ending on the Closing Date by prorating the amount of such Asset Tax for the entire taxable period per diem. For the avoidance of doubt, to the extent the Sellers have prepaid or deposited any amounts of any Asset Taxes prior to the Closing, the Sellers shall receive credit for such amounts in determining payments of Asset Taxes.

(d) Purchaser and its Affiliates shall not make or change any Tax election, amend, refile or otherwise modify (or grant an extension of any statute of limitation with respect to) any Tax Return, or take any other action that could cause or result in an increase in any Tax liability or reduce any tax benefit in respect of any Pre-Closing Tax Period or Straddle Period relating to the Sellers or the Business without the prior written consent of the Casa Seller (not to be unreasonably withheld, conditioned, or delayed).

(e) Purchaser shall promptly notify the Sellers in writing upon receipt by Purchaser or any of its Affiliates of notice of any pending or threatened federal, state, local or foreign tax audits, proceedings or assessments relating to a Pre-Closing Tax Period or Straddle Period for which the Sellers may be liable (a “***Seller Tax Claim***”).

(f) The Sellers shall have the sole right to control the defense or resolution of any Seller Tax Claim relating to a Pre-Closing Tax Period, and Purchaser shall have the sole right to control the defense or resolution of any Seller Tax Claim relating to a Straddle Period, including, in each case, to employ counsel of the controlling party’s choice at the controlling party’s expense; *provided, however*, that the non-controlling party and its representatives shall be permitted, at their expense, to observe and participate in any defense or resolution of any Seller Tax Claim that it is not entitled to control; *provided, further*, that neither Purchaser nor any of its Affiliates shall be entitled to settle, either administratively or after the commencement of litigation, any Seller Tax Claim relating to a Straddle Period without the prior written consent of the Casa Seller (not to be unreasonably conditioned, denied or delayed). Notwithstanding anything to the contrary contained herein, without the prior written consent of the non-controlling party (not to be unreasonably conditioned, denied or delayed), the controlling party shall not agree or consent to compromise or settle, either administratively or after the commencement of litigation, any issue or claim in a tax audit or administrative or court proceeding it controls hereunder to the extent that any such compromise, settlement, consent or agreement may affect the Tax liability of the non-controlling party or any of its Affiliates for which the controlling party is not responsible hereunder.

(g) After the Closing, each of the Sellers and Purchaser shall (and shall cause their respective Affiliates to):

(i) cooperate in preparing for and defending any audits or proceedings of or disputes with Governmental Authorities regarding any Tax Returns required to be filed by, or Taxes related to the Business or the Transferred Assets due from, the Sellers for any Pre-Closing Tax Period or Straddle Period;

(ii) maintain and preserve until the expiration of the applicable statutes of limitations, and make available to the other Party as reasonably requested and to any Governmental Authority as reasonably required, all information, records and documents relating to Taxes related to the Business or the Transferred Assets for any Pre-Closing Tax Period or Straddle Period, and make employees available to the other Party as reasonably requested during normal business hours to supplement or explain such information, records and documents; and

(iii) furnish the other Party with copies of all correspondence received from any Governmental Authority in connection with any Tax audit, proceeding, assessment or information request relating to Taxes related to the Business or the Transferred Assets for a Pre-Closing Tax Period or Straddle Period, and furnish the other Party with copies of all records and documents relating to Taxes related to the Business or the Transferred Assets for a Pre-Closing Tax Period or Straddle Period that are proposed to be destroyed (and not otherwise in the possession of such other Party).

(h) The amount of any payment for a supply of goods or services or the value of any supply made or deemed to have been made pursuant to this Agreement with respect to the transfer of the Transferred Assets will be exclusive of any VAT properly chargeable on the supply, and the amount of the VAT that is (i) Recoverable VAT will be borne one hundred percent (100%) by Purchaser or one of its Affiliates and (ii) Non-Recoverable VAT will be borne fifty percent (50%) by Purchaser or one of its Affiliates and fifty percent (50%) by Sellers, as applicable, in each case notwithstanding anything contrary under applicable Law, in addition to any payment due under this Agreement at the time the supply is made. Sellers shall prepare, or cause to be prepared, accurate and complete VAT invoices as required by applicable Law in a timely manner and shall provide Purchaser a reasonable opportunity to review such VAT invoices in advance of issuing such VAT invoice to Purchaser. Purchaser shall be required to pay, or cause to be paid, its portion of any VAT (as determined under this Section 7.3(h)) to Casa Seller or its designated Affiliate upon receipt of a valid VAT invoice issued by Sellers, as applicable, at which point Casa Seller shall timely and properly remit, or cause to be timely and properly remitted, such VAT and any other required Tax Return with respect to such VAT to the applicable Governmental Authority as required by Law. For the avoidance of doubt, any credit or refund applicable to Recoverable VAT shall inure to the benefit of Purchaser or its Affiliate and, if any such refund or credit is received by Sellers or any of their Affiliates, Casa Seller shall promptly pay, or cause to be promptly paid, the amount of such refund or the amount of such credit to Purchaser or its designated Affiliate. Sellers, Purchaser, and their respective Affiliates shall cooperate (i) to prepare and promptly file the appropriate VAT documentation in a timely manner with the applicable Governmental Authority and (ii) to obtain exemptions from, reductions of, or other recovery of, any VAT, in each case to the extent permitted by applicable Law, including by cooperating to determine whether the applicable transfer is exempt from any VAT.

(i) In the event of a conflict between this Section 7.3 and any other Section of this Agreement, this Section 7.3 shall govern and control with respect to tax matters.

## ARTICLE 8 CONDITIONS PRECEDENT

8.1 **Conditions to Each Party's Obligation.** The respective obligations of the Parties to effect the Transactions are subject to the satisfaction (or, to the extent permitted by applicable Law, waived by the Casa Seller and Purchaser), at or prior to the Closing, of the following conditions:

(a) No Injunctions or Restraints. No Order or Law preventing the consummation of the Transactions shall be in effect.

(b) Sale Order. The Bankruptcy Court shall have entered the Sale Order, which shall be a Final Order, in full force and effect and not subject to a stay.

8.2 **Conditions to Obligation of Purchaser.** The obligations of Purchaser to effect the Transactions is subject to the satisfaction (or, to the extent permitted by applicable Law, waived by Purchaser), at or prior to the Closing, of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties of the Sellers set forth in Article 3 shall be true and correct in all respects (without giving effect to any qualifications or limitations as to "materiality", "Material Adverse Effect" or words of similar import set forth therein) as of the Closing as though made at and as of such time (other than such representations and warranties as are made as of an earlier date, which shall be so true and correct as of such date), except where the failure of such representations and warranties to be so true and correct would not have, individually or in the aggregate, a Material Adverse Effect.

(b) Performance of Covenants and Obligations. The Sellers shall have performed or complied in all material respects with all obligations and covenants required to have been performed or complied with by it under this Agreement at or prior to the Closing, except to the extent of changes or developments contemplated by the terms of this Agreement or caused by the Transactions.

(c) Closing Deliverables. The Sellers shall have delivered to Purchaser the closing deliveries required to be delivered by the Sellers pursuant to Section 2.7(a) and Section 2.7(c).

(d) Consents. The Sellers shall have obtained and delivered to Purchaser the consents and contracts required by Schedule 8.2(d).

(e) Vendor Payment. Casa Seller shall have made the payment set forth on Schedule 8.2(e).

**8.3 Conditions to Obligations of the Sellers.** The obligation of the Sellers to effect the Transactions is subject to the satisfaction (or, to the extent permitted by applicable Law, waiver by the Sellers), at or prior to the Closing, of the following conditions:

(a) **Representations and Warranties.** Each of the representations and warranties of Purchaser set forth in Article 4 shall be true and correct in all material respects (without giving effect to any qualifications or limitations as to “materiality” or words of similar import set forth therein) as of the Closing as though made at and as of such time (other than such representations and warranties as are made as of an earlier date, which shall be so true and correct as of such date), except where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, (i) have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement or (ii) otherwise prevent, hinder or delay the consummation of the Transactions.

(b) **Performance of Covenants and Obligations of Purchaser.** Purchaser shall have performed or complied in all material respects with all obligations and covenants required to have been performed or complied with by it under this Agreement at or prior to the Closing, except to the extent of changes or developments contemplated by the terms of this Agreement or caused by the Transactions.

(c) **Closing Deliverables.** Purchaser shall have delivered to the Casa Seller the closing deliveries required to be delivered by Purchaser pursuant to Section 2.7(a) and Section 2.7(b).

**8.4 Waiver of Condition; Frustration of Conditions.** All conditions to the Closing shall be deemed to have been satisfied or waived from and after the Closing. Neither Purchaser nor the Sellers may rely on the failure of any condition set forth in this Article 8, as applicable, to be satisfied if such failure was caused by such Party’s failure to use, as required by this Agreement, its reasonable best efforts to consummate the Transactions.

## **ARTICLE 9 TERMINATION**

**9.1 Events of Termination.** Notwithstanding anything to the contrary, this Agreement may be terminated, and the Transactions may be abandoned at any time prior to the Closing as follows:

(a) by mutual written consent of Purchaser and the Casa Seller;

(b) by Purchaser, if the Casa Seller (i) withdraws the Sale Motion, (ii) moves to voluntarily dismiss the Bankruptcy Cases, (iii) moves for conversion of the Bankruptcy Cases to Chapter 7 of the Bankruptcy Code, or (iv) moves for appointment of an examiner with expanded powers pursuant to Section 1104 of the Bankruptcy Code or a trustee in the Bankruptcy Cases;

(c) by Purchaser, by written notice from Purchaser to the Casa Seller, if there has been a breach or inaccuracy of a covenant, representation or warranty made by the Sellers in this Agreement, such that the conditions in Section 8.1 or Section 8.2 are not capable of being satisfied and which breach is incapable of being cured or, if capable of being cured, has not been cured by the Sellers prior to the earlier of (i) 15 Business Days after receipt of written notice from Purchaser requesting such breach be cured or (ii) the Outside Date; *provided, however*, that the right to terminate this Agreement pursuant to this Section 9.1(c) shall not be available to Purchaser if the failure of Purchaser to fulfill any of its obligations under this Agreement has been the primary cause of, or resulted in, such breach, or if the conditions in Section 8.1 or Section 8.2 are not capable of being satisfied because there is then a breach or inaccuracy of a covenant, representation or warranty made by Purchaser in this Agreement;

(d) by the Casa Seller, by written notice from the Casa Seller to Purchaser, if there has been a breach or inaccuracy of a covenant, representation or warranty made by Purchaser in this Agreement, such that the conditions in Section 8.1 or Section 8.3 are not capable of being satisfied and which breach is incapable of being cured or, if capable of being cured, has not been cured by Purchaser prior to the earlier of (i) 15 Business Days after receipt of written notice from the Casa Seller requesting such breach be cured or (ii) the Outside Date; *provided, however*, that the right to terminate this Agreement pursuant to this Section 9.1(d) shall not be available to the Casa Seller if the failure of the Sellers to fulfill any of its obligations under this Agreement has been the primary cause of, or resulted in, such breach, or if the conditions in Section 8.1 or Section 8.3 are not capable of being satisfied because there is then a breach or inaccuracy of a covenant, representation or warranty made by the Sellers in this Agreement;

(e) by Purchaser or the Casa Seller, by written notice from Purchaser or the Casa Seller to the other, if any Governmental Authority of competent jurisdiction shall have issued an Order, enacted any Law or taken any other action restraining, enjoining or otherwise prohibiting the consummation of the Transactions and, in the case of Orders and other actions, such Order or other action shall have become Final Orders; *provided, however*, that the right to terminate this Agreement pursuant to this Section 9.1(e) shall not be available to the Party seeking to terminate if any action of such Party or any failure of such Party to act has contributed to such Order or other action and such action or failure constitutes a breach of this Agreement; or

(f) by Purchaser or the Casa Seller, by written notice from Purchaser or the Casa Seller to the other, if the Closing has not occurred on or prior to May 20, 2024 (the “**Outside Date**”); *provided, however*, that the Party exercising the right to terminate this Agreement pursuant to this Section 9.1(f) shall not have been responsible for such failure of the Closing to occur through a breach or inaccuracy of a covenant, representation or warranty contained in this Agreement.

## **9.2 Effect of Termination.**

(a) In the event that this Agreement shall be terminated pursuant to Section 9.1, (i) Purchaser and its representatives shall promptly return all documents, work papers and other materials of the Sellers including any confidential information and (ii) all further obligations of the Parties under this Agreement shall terminate without further Liability or obligation to the other Party; *provided, however*, that, notwithstanding the foregoing, the Liabilities and obligations under (A) the Confidentiality Agreement, and (B) Section 2.8(c), Section 6.2(b), this Section 9.2 and Article 10 shall continue in full force and effect.

(b) In the event that this Agreement is terminated pursuant to Section 9.1(b), Section 9.1(c), or Section 9.1(f), then Seller shall (i) wire in immediately available funds \$375,000 of the Expense Reimbursement Amount to Purchaser within two (2) Business Days of such termination and (ii) pay the remaining Expense Reimbursement Amount to Purchaser on or as soon as practicable after the effective date of a confirmed chapter 11 plan of the Casa Seller (in accordance with the terms thereof with respect to the timing for payment of administrative claims); *provided* that in the event of a chapter 7 liquidation, claims with respect to such amount shall be considered valid administrative claims against the estate.

(c) Notwithstanding anything to the contrary in this Agreement, in the event of valid termination of this Agreement pursuant to Section 9.1, neither Party shall have any Liability to the other Party; *provided, however*, that nothing in this Section 9.2 shall relieve any Party from Liability for any breach of this Agreement occurring prior to any such termination; *provided, further, however*, that absent Fraud or willful misconduct, notwithstanding anything to the contrary contained in this Agreement, (i) the maximum aggregate Liability of the Sellers under this Agreement (including for any and all such breaches or if this Agreement is terminated by Purchaser pursuant to Section 9.1(c)) shall not exceed the Expense Reimbursement Amount, and (ii) the maximum aggregate Liability of Purchaser under this Agreement (including for any and all such breaches, including if this Agreement is terminated by the Casa Seller pursuant to Section 9.1(d)) shall not exceed the amount of the Deposit Escrow Amount. In no event shall any Party have any Liability for consequential, special, incidental, indirect, or punitive damages, lost profits, or similar Liabilities, in each case other than to the extent reasonably foreseeable; *provided*, that the limitations in this sentence shall not apply to Liabilities arising as a result of third party claims.

## ARTICLE 10 GENERAL PROVISIONS

10.1 ***Survival of Representations, Warranties, and Covenants.*** All covenants and agreements contained in this Agreement that by their terms are to be performed in whole or in part, or which prohibit actions, subsequent to Closing shall, solely to the extent such covenants and agreements are to be performed, or prohibit actions, subsequent to Closing, survive the Closing in accordance with their terms until fully performed or satisfied. All other covenants and agreements contained herein, and all representations and warranties contained herein or in any certificated deliveries hereunder shall not survive Closing and shall therefor terminate, including any Action for damages in respect of any breach or inaccuracy thereof. Notwithstanding the foregoing, the provisions of Section 2.8(c), Section 6.2, Section 9.2, this Article 10 and the Confidentiality Agreement shall survive the Closing.

10.2 ***Entire Agreement.*** This Agreement, including the Exhibits and Schedules hereto, the Confidentiality Agreement and the Related Documents, contain the entire understanding of the Parties with respect to the subject matter contained herein and therein. This Agreement supersedes all prior and contemporaneous agreements, arrangements, contracts, discussions, negotiations, undertakings and understandings (including any letters of intent or term sheets), whether written or oral, among the Parties with respect to such subject matter (other than, for the avoidance of doubt, the Confidentiality Agreement and the Related Documents) or any prior course of dealings. The Parties have voluntarily agreed to define their rights, Liabilities and obligations respecting the Transactions exclusively in contract pursuant to the express terms and conditions of this Agreement, the Confidentiality Agreement and the Related Documents, and the Parties expressly disclaim that they are owed any duties or entitled to any remedies not expressly set forth in this Agreement, the Confidentiality Agreement and the Related Documents. Furthermore, the Parties each hereby acknowledge that this Agreement, the Confidentiality Agreement and the Related Documents embody the justifiable expectations of sophisticated parties derived from arm's-length



negotiations, and all parties to this Agreement, the Confidentiality Agreement and the Related Documents specifically acknowledge that no party has any special relationship with another party that would justify any expectation beyond that of an ordinary purchaser and an ordinary seller in an arm's-length transaction. The sole and exclusive remedies for any Related Claims shall be those remedies available at law or in equity for breach of contract only (as such contractual remedies have been further limited or excluded pursuant to the express terms of this Agreement); and the Parties hereby agree that neither Party shall have any remedies or cause of action (whether in contract or in tort or otherwise) of any statements, communications, disclosures, failures to disclose, representations or warranties not set forth in this Agreement.

**10.3 *Amendment; No Waiver.*** This Agreement and the Related Documents may be amended, supplemented or changed, and any provision hereof or thereof can be waived, only by a written instrument making specific reference to this Agreement (and, if applicable, the Related Documents) executed 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 or the Related Documents shall not operate or be construed as a further or continuing waiver of such breach or 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 a 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.

**10.4 *Severability; Specific Versus General Provisions.*** Whenever possible, each provision of this Agreement and the Related Documents shall be interpreted in such manner as to be effective and valid under applicable Law, but if any term or other provision of this Agreement or the Related Documents is invalid, illegal, or incapable of being enforced by any Law or public policy, all other terms or provisions of this Agreement and the Related Documents shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, in whole or in part, such term or provision is hereby deemed modified to give effect to the original written intent of the Parties to the greatest extent consistent with being valid and enforceable under applicable Law. No Party shall assert, and each Party shall cause its respective Affiliates or related parties not to assert, that this Agreement or any part hereof is invalid, illegal or unenforceable.

**10.5 *Expenses and Obligations.*** Except as otherwise provided in this Agreement, all costs and expenses incurred by the Parties in connection with the Transactions, including the costs, expenses and disbursements of counsel and accountants, shall be borne solely and entirely by the Party that has incurred such expenses; *provided, however*, that Purchaser shall pay, or promptly reimburse the Sellers for, any filing fees which relate to any required governmental filing or notification.

**10.6 *Notices.*** All notices, consents, waivers, and other communications under this Agreement or the Related Documents must be in writing and will be deemed to have been duly given (a) if personally delivered, on the date of delivery, (b) if delivered by express courier service of national standing for next day delivery (with charges prepaid), on the Business Day following the date of delivery to such courier service, (c) if delivered by electronic mail (unless the sender

receives an automated message that the email has not been delivered) on the date of transmission if on a Business Day before 5:00 p.m. local time of the business address of the recipient party (otherwise on the next succeeding Business Day) and (d) if deposited in the United States mail, first-class postage prepaid, on the date of delivery, in each case to the appropriate addresses or email addresses set forth below (or to such other addresses as a Party may designate by notice to the other Party in accordance with this Section 10.6):

If to Purchaser:

c/o Lumine Group US Holdco Inc.  
1209 Orange Street,  
Wilmington, Country of New Castle, Delaware 19801  
Attention: David Nyland; Caroline Khachehtoori  
Email: David.nyland@luminegroup.com;  
caroline.khachehtoori@luminegroup.com

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

Alston & Bird LLP  
1201 West Peachtree Street  
Suite 4900  
Attention: Aaron Dixon and Charlie Yates  
Email: aaron.dixon@alston.com; charlie.yates@alston.com

If to the Sellers:

Casa Systems, Inc.  
100 Old River Road  
Andover, MA 01810  
Attention: Timothy Rodenberger  
Email: timothy.rodenberger@casa-systems.com

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

Sidley Austin LLP  
787 Seventh Ave.  
New York, NY 10019  
Attention: Stephen E. Hessler and Patrick Venter  
Email: shessler@sidley.com; pventer@sidley.com

Sidley Austin LLP  
2021 McKinney Ave.  
Suite 2000  
Dallas, Texas 75201  
Attention: Kelly Dybala, William D. Howell  
Email: kdybala@sidley.com; bhowell@sidley.com

and

Ducera Partners LLC  
11 Times Square, 36th Floor  
New York, New York 10036  
Attention: Bradley Robins; David S. Zubricki  
Email: brobins@ducerapartners.com; dzubricki@ducerapartners.com

**10.7 Counterparts.** This Agreement may be executed in two or more counterparts (any of which may be delivered by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format, or other agreed format shall be sufficient to bind the Parties to the terms and conditions of this Agreement. Minor variations in the form of the signature page, including footers from earlier versions of this Agreement or any Related Document, shall be disregarded in determining the party's intent or the effectiveness of such signature.

**10.8 Governing Law.** This Agreement, the Related Documents and all Related Claims shall be governed by the internal laws of the State of Delaware (including its statute of limitations), without giving effect to any choice or conflict of law principles or rules that would cause the application of the Laws of any other jurisdiction.

**10.9 Submission to Jurisdiction; Consent to Service of Process.**

(a) Without limiting any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to interpret and enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any Related Document, any breach or default hereunder or thereunder, or the Transactions, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 10.6, and each Party hereby irrevocably agrees that all Related Claims may be heard and determined in such courts. The Parties hereby irrevocably and unconditionally waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such Related Claim brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties agree that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each of the Parties hereby consents to process being served by any Party to this Agreement in any Related Claim by the delivery of a copy thereof in accordance with the provisions of Section 10.6 (other than by email) along with a notification that service of process is being served in conformance with this Section 10.9(b). Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

10.10 **Waiver of Jury Trial.** EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT, THE RELATED DOCUMENTS OR ANY RELATED CLAIMS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING OR RELATED CLAIM BROUGHT BY OR AGAINST IT, DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE RELATED DOCUMENTS OR ANY RELATED CLAIMS.

10.11 **Rights Cumulative.** All rights and remedies of each of the parties under this Agreement and the Related Documents will be cumulative, and the exercise of one or more rights or remedies will not preclude the exercise of any other right or remedy available under this Agreement, the Related Documents or applicable Law.

10.12 **Assignment.** Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors by operation of law and permitted assigns of the Parties. No assignment of this Agreement or any of the rights, interests or obligations under this Agreement may be made by any Party at any time, whether or not by operation of law, without the prior written consent of the Casa Seller and Purchaser, and any attempted assignment without the required consent shall be void; *provided, however*, that (a) Purchaser may (i) assign this Agreement or any of its rights under this Agreement to any of its Affiliates, (ii) delegate any of its duties under this Agreement to any of its Affiliates, and (ii) assign its rights, but not its duties, under this Agreement to any of its financing sources and (b) the Sellers may assign any of their rights or delegate any of their duties under this Agreement (i) to any of their Affiliates and (ii) for collateral security purposes to any lender of the Sellers; *provided, further, however*, that, in each case, such assignment shall not release Purchaser from its obligations under this Agreement and the Sellers shall have no obligation to pursue remedies against any assignee of Purchaser before proceeding against Purchaser for any breach of Purchaser's obligations hereunder.

10.13 **Specific Enforcement; Remedies.** The Parties agree that irreparable damage (for which monetary relief, even if available, would not be an adequate remedy) would occur in the event that any of the provisions of this Agreement were not performed by the Parties in accordance with their specific terms or were otherwise breached. It is accordingly agreed that (i) Purchaser, on the one hand, and the Sellers, on the other hand, shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction without proof of damages or otherwise and that this shall include the right of the Sellers to cause Purchaser to fully perform the terms of this Agreement to the fullest extent permissible pursuant to this Agreement and applicable Laws and to thereafter cause this Agreement and the Transactions to be consummated on the terms and subject to the conditions thereto set forth in this Agreement, and (ii) the right of specific performance and other equitable relief is an integral part of the Transactions and without that right, neither the Sellers nor Purchaser would have entered into this Agreement. Remedies shall be cumulative and not

exclusive and shall be in addition to any other remedies which any Party may have under this Agreement. Each of the Parties hereby (A) waives any defenses in any action for specific performance, including the defense that a remedy at law would be adequate, (B) waives any requirement under any Law to post a bond or other security as a prerequisite to obtaining equitable relief and (C) agrees not to assert that a remedy of specific performance or other equitable relief is unenforceable, invalid, contrary to law or inequitable for any reason, and not to assert that a remedy of monetary damages would provide an adequate remedy or that the Parties otherwise have an adequate remedy at law. Notwithstanding anything to the contrary, in no event shall this Section 10.13 be used, alone or together with any other provision of this Agreement, to require the Sellers to remedy any breach of any representation or warranty of the Sellers.

10.14 **Third-Party Beneficiaries.** Except as set forth in Section 9.2(c) (with respect to the released parties identified therein), Section 10.15 (with respect to the Nonparty Affiliates), and Section 10.16 (with respect to the released parties identified therein), Section 10.17 (with respect to the Seller Group Members) and the next sentence, nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Parties any rights or remedies of any nature whatsoever under or by reason of this Agreement. From and after the Closing, all of the Persons identified as third-party beneficiaries in the first sentence of this Section 10.14 shall be entitled to enforce such provisions and to avail themselves of the benefits of any remedy for any breach of such provisions, all to the same extent as if such Persons were parties to this Agreement. The representations and warranties in this Agreement are the product of negotiations among the Parties and are for the sole benefit of the Parties. Any inaccuracies in such representations and warranties are subject to waiver by the Parties in accordance with this Agreement without notice or Liability to any other Person. In some instances, the representations and warranties in this Agreement may represent an allocation among the Parties of risks associated with particular matters regardless of the knowledge of any Party. Consequently, Persons other than the Parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

10.15 **No Personal Liability of Directors, Officers and Owners.** All Related Claims may be made only against (and are those solely of) the entities that are expressly identified as Parties in the preamble to this Agreement (the “**Contracting Parties**”). No Person who is not a Contracting Party, including any current, former or future director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney, representative or assignee of, or any financial advisor or lender to, any Contracting Party, or any current, former or future director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney, representative or assignee of, or any financial advisor or lender to, any of the foregoing (collectively, “**Nonparty Affiliates**”), shall have any Liability pursuant to any Related Claim; and, to the maximum extent permitted by Law, each Contracting Party hereby waives and releases all such Liabilities, claims, causes of action, and obligations against any such Nonparty Affiliates. Without limiting the foregoing, to the maximum extent permitted by Law, (a) each Contracting Party hereby waives and releases any and all rights, claims, demands, or causes of action that may otherwise be available at Law or in equity, or granted by statute, to avoid or disregard the entity form of a Contracting Party or otherwise impose Liability of a Contracting Party on any Nonparty Affiliate, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization, or otherwise; and (b) each Contracting Party disclaims any reliance upon any Nonparty Affiliates with respect to the performance of this Agreement or any representation or warranty made in, in connection with, or as an inducement to this Agreement or the Related Documents.

#### 10.16 *General Release.*

(a) Effective as of the Closing, the Sellers, on behalf of themselves, their Affiliates and each of their respective successors and assigns (each of the foregoing, a “***Seller Releasing Party***”), hereby fully, irrevocably and unconditionally releases and forever discharges Purchaser and its respective past and present directors, managers, officers, employees, agents, stockholders, members, representatives and Affiliates from and against, and covenants that it will not (directly or indirectly) assert any claim or proceeding of any kind before any Governmental Authority based upon, any and all claims, Actions, causes of action, suits, rights, debts, agreements, Losses and demands whatsoever and all consequences thereof, known or unknown, actual or potential, suspected or unsuspected, fixed or contingent, both in law and in equity with respect to the Transferred Assets and Assumed Liabilities, whether existing as of the Closing or arising thereafter, that a Seller Releasing Party has or may have, now or in the future, arising out of, relating to, or resulting from any act or omission, error, negligence, breach of contract, tort, violation of law, matter or cause whatsoever from the beginning of time to the Closing Date. The foregoing sentence shall not be deemed to be a release or waiver by a Seller Releasing Party of any Action it may have under this Agreement or any of the other Related Documents.

(b) Effective as of the Closing, Purchaser, on behalf of itself, its Affiliates and each of their respective successors and assigns (each of the foregoing, a “***Purchaser Releasing Party***”), hereby fully, irrevocably and unconditionally releases and forever discharges the Sellers, the Seller’s Affiliates and each of their respective past and present directors, managers, officers, agents, stockholders, members, representatives and Affiliates from and against, and covenants that it will not (directly or indirectly) assert any claim or proceeding of any kind before any Governmental Authority based upon, all claims, Actions, causes of action, suits, rights, debts, agreements, Losses and demands whatsoever and all consequences thereof, known or unknown, actual or potential, suspected or unsuspected, fixed or contingent, both in law and in equity, whether existing as of the Closing or arising thereafter, that a Purchaser Releasing Party has or may have, now or in the future, arising out of, relating to, or resulting from any act or omission, error, negligence, breach of contract, tort, violation of law, matter or cause whatsoever from the beginning of time to the Closing Date. The foregoing sentence shall not be deemed to be a release or waiver by a Purchaser Releasing Party of any Action it may have under this Agreement or any of the other Related Documents.

**10.17 Legal Representation.** Purchaser and the Sellers acknowledge and agree that the Law Firm has represented the Sellers and their Affiliates in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Related Documents and the consummation of the Transactions, and that the Sellers, their Affiliates and their partners, officers, directors and representatives (the “***Seller Group Members***”) have a reasonable expectation that the Law Firm will represent them in connection with any Action involving any Seller Group Member, on the one hand, and Purchaser or any of its Affiliates and representatives (the “***Purchaser Group Members***”), on the other hand, arising under this Agreement, the Related Documents or the Transactions. Purchaser hereby, on behalf of itself and the other Purchaser

Group Members, irrevocably: (a) acknowledges and agrees that any attorney-client privilege, solicitor-client privilege, work product or other attorney-client or solicitor-client confidential information (“**Attorney-Client Information**”) arising from communications prior to the Closing between the Sellers (including any one or more officers, directors or stockholders of the Sellers), on the one hand, and the Law Firm, on the other hand, are not included in the property, rights, privileges, powers, franchises and other interests that are possessed by or vested in the Business or the Transferred Assets, that any such Attorney-Client Information shall be deemed property of, and controlled solely by, the Sellers for the benefit and on behalf of the Seller Group Members and, upon request, convey and transfer any Attorney-Client Information to the Sellers; (b) acknowledge and agree that the Seller Group Members shall have the right to retain, or cause the Law Firm to retain, any such documentation or information in the possession of the Law Firm or the Seller Group Members at the Closing; (c) agree not to access, retain or use any documentation or information constituting Attorney-Client Information and that no Purchaser Group Member shall have any right to waive any attorney-client privilege or other right to confidentiality with respect to such Attorney-Client Information; (d) disclaim the right to assert a waiver by any Seller Group Member with regard to the attorney-client privilege, solicitor-client privilege or other right to confidentiality with respect to such Attorney-Client Information solely due to the fact that such documentation or information is physically in the possession of Purchaser after the Closing; (e) consent to the Law Firm’s representation after the Closing of any Seller Group Member in any Action that may relate to a Purchaser Group Member or the Transactions and consent to and waive any conflict of interest arising therefrom without the need for any future waiver or consent; and (f) consent to the disclosure by the Law Firm to any Seller Group Member of any documentation or information obtained by the Law Firm during the course of its representation of the Sellers or any Affiliate prior to the Closing, whether related to this Agreement, the Related Documents, the Transactions or otherwise, whether or not such disclosure is made prior to or after the Closing and whether or not the documentation or information disclosed is subject to any attorney-client privilege, solicitor-client privilege or confidentiality obligation to any Sellers, any Affiliate of the Sellers or any other Person. In the event that any Action arises after the Closing between any Purchaser Group Member and a Person other than a Seller Group Member, such Purchaser Group Member shall not disclose any documentation or information that is subject to an attorney-client privilege or other rights of confidentiality referenced in this Section 10.17 without the prior written consent of the Casa Seller; *provided, however*, that if such Purchaser Group Member is required by judicial order or other legal process to make such disclosure, such Purchaser Group Member shall promptly notify the Casa Seller in writing of such requirement (without making disclosure) and shall provide the Sellers with such cooperation and assistance as shall be necessary to enable the Sellers to prevent disclosure by reason of such attorney-client privilege, solicitor-client privilege or other rights of confidentiality. This Section 10.17 is for the benefit of the Seller Group Members and such Persons are intended third-party beneficiaries of this Section 10.17.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

**PURCHASER:**  
**LUMINE GROUP US HOLDCO INC.**

By: /s/ David Nyland  
Name: David Nyland  
Title: President

*Signature Page to Asset Purchase Agreement*



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**CASA SELLER:**

CASA SYSTEMS, INC.

By: /s/ Edward Durkin

Name: Edward Durkin

Title: Chief Financial Officer

*Signature Page to Asset Purchase Agreement*

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**CASA HONG KONG:**

CASA TECHNOLOGIES LIMITED

By: /s/ Edward Durkin

Name: Edward Durkin

Title: Authorized Signatory

*Signature Page to Asset Purchase Agreement*

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**CASA IRELAND:**

CASA COMMUNICATIONS LIMITED

By: /s/ Edward Durkin

Name: Edward Durkin

Title: President

*Signature Page to Asset Purchase Agreement*

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**CASA CHINA:**

GUANGZHOU CASA COMMUNICATIONS LTD

By: /s/ Sophie (Rongke) Xie

Name: Sophie (Ronkge) Xie

Title: Executive Director, Legal Representative

*Signature Page to Asset Purchase Agreement*

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**CASA CANADA:**

CASA SYSTEMS CANADA LTD.

By: /s/ Edward Durkin

Name: Edward Durkin

Title: Authorized Signatory

*Signature Page to Asset Purchase Agreement*

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**CASA NETHERLANDS:**

CASA SYSTEMS B.V.

By: /s/ Edward Durkin

Name: Edward Durkin

Title: Authorized Signatory

*Signature Page to Asset Purchase Agreement*

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**CASA SPAIN:**

CASA COMMUNICATIONS TECHNOLOGY S.L.U.

By: /s/ Timothy Rodenberger

Name: Timothy Rodenberger

Title: Authorized Signatory

*Signature Page to Asset Purchase Agreement*

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***EXHIBIT A***

**Escrow Agreement**

See attached.

*Exhibit A to Asset Purchase Agreement*



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***EXHIBIT B***

**Form of Bill of Sale and Assignment and Assumption Agreement**

See attached.

*Exhibit B to Asset Purchase Agreement*

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***EXHIBIT C***

**Form of IP Assignment Agreement**

See attached.

*Exhibit C to Asset Purchase Agreement*

**ASSET PURCHASE AGREEMENT**

**by and among**

**VECIMA TECHNOLOGY INC.,**

**as Purchaser,**

**and**

**CASA SYSTEMS, INC.,**

**CASA COMMUNICATIONS LIMITED,**

**GUANGZHOU CASA COMMUNICATIONS LTD,**

**CASA COMMUNICATIONS TECHNOLOGY S.L.U.,**

**CASA SYSTEMS CANADA LTD., and**

**CASA SYSTEMS B.V.**

**as Sellers**

**Dated as of April 2, 2024**

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## EXHIBITS

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Exhibit B	Escrow Agreement
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Exhibit E	Sale Order

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “**Agreement**”), dated as of April 2, 2024 is entered into by and among Vecima Technology Inc., a Delaware corporation (“**Purchaser**”), Casa Communications Limited, a private company limited by shares incorporated in Ireland under registered number 580601 and having its registered office at Unit 1 Kilmurry Business Centre, National Technology Park, Castletroy County Limerick, Ireland (“**Casa Ireland**”), Guangzhou Casa Communications Ltd, a limited liability company incorporated in the PRC (“**Casa China**”), Casa Systems Canada Ltd., an Ontario corporation (“**Casa Canada**”), Casa Systems B.V., a Netherlands private company with limited liability (“**Casa Netherlands**”), Casa Communications Technology S.L.U., a Spain private limited company (“**Casa Spain**” and, together with, Casa Ireland, Casa China, Casa Canada and Casa Netherlands, the “**International Sellers**”), and Casa Systems, Inc., a Delaware corporation (the “**Casa Seller**” and, together with the International Sellers, the “**Sellers**”). Purchaser and the Sellers are collectively referred to as the “**Parties**” and each individually as a “**Party**”.

### RECITALS

**WHEREAS**, the Sellers are engaged in the Business and collectively own all of the Transferred Assets;

**WHEREAS**, the Casa Seller and certain of its Affiliates will commence voluntary cases under Chapter 11 of the Bankruptcy Code (collectively, the “**Bankruptcy Cases**”) by filing petitions for relief in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”);

**WHEREAS**, the Casa Seller will seek entry by the Bankruptcy Court of the Bid Procedures Order approving the Bid Procedures;

**WHEREAS**, Purchaser and the Casa Seller intend, among other things, that following the execution of this Agreement, Purchaser will act as a “stalking horse bidder” pursuant to the Bid Procedures for the Transferred Assets;

**WHEREAS**, in the absence of the Casa Seller’s acceptance of a superior bid made in accordance with the Bid Procedures, Purchaser will purchase, and the Sellers will sell, the Sellers’ right, title and interest in and to the Transferred Assets and Purchaser will assume the Assumed Liabilities, in each case on the terms and subject to the conditions set forth in this Agreement, pursuant to, among other provisions thereof, Section 363 of the Bankruptcy Code and in accordance with the Bid Procedures and subject to entry of the Sale Order by the Bankruptcy Court;

**WHEREAS**, (i) concurrently with the execution and delivery of this Agreement (A) the Casa Seller and Escrow Agent shall have entered into the Escrow Agreement, and (B) Purchaser, the Casa Seller and Escrow Agent shall enter into the Deposit Agreement, and (ii) within one (1) Business Day of the execution and delivery of this Agreement, Purchaser shall deposit (or cause to be deposited) an aggregate amount equal to the Deposit Escrow Amount into an escrow account (the “**Deposit Escrow Account**”) to be established and maintained by Escrow Agent pursuant to the Escrow Agreement and the Deposit Agreement; and



**WHEREAS**, the Casa Seller and a subset of the International Sellers intend to enter into an Asset Purchase Agreement (the “**Other Agreement**”) with a purchaser (the “**Other Purchaser**”) pursuant to which the Casa Seller and a subset of the International Sellers shall sell, transfer, assign, convey and deliver to the Other Purchaser certain assets related to the Other Business.

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

## **ARTICLE 1 DEFINED TERMS**

1.1 **Defined Terms.** The following terms shall have the following meanings in this Agreement:

“**Accounts Payable**” means any and all accounts, notes, trade, other payables and accrued expenses owed by the Sellers, or that may become payable, by the Sellers, with respect to products bought or services rendered on or prior to the Closing Date, all in accordance with GAAP, consistently applied in accordance with past practices.

“**Accounts Receivable**” means any and all accounts, notes, trade and other receivables owed to the Sellers, all in accordance with GAAP, consistently applied in accordance with past practices, together with all security or collateral therefor and any interest or unpaid financing charges accrued thereon, including vendor/supplier, employee and other receivables and all Actions pertaining to the collection of amounts that are payable, or that may become payable, to the Sellers with respect to products sold or services performed on or prior to the Closing Date, net of any applicable reserve for returns, discounts, doubtful accounts or other similar deductions reflected thereon. For the avoidance of doubt, Accounts Receivable shall include all of the receivables listed on Schedule 3.14(b), to the extent uncollected as of the Closing.

“**Action**” means any action, claim, investigation, proceeding, arbitration or litigation (whether civil, criminal or administrative) commenced, brought, conducted or heard by or before any Governmental Authority or arbitrator, including any cancellation, opposition, *inter parties review*, or similar proceeding.

“**Affiliate**” means, with respect to any Person, any other Person, directly or indirectly, controlling, controlled by, or under common control with, such Person as of the date on which, or at any time during the period for which, the determination of affiliation is being made. For the purposes of this definition, “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”) means (a) the beneficial ownership of more than fifty percent (50%) of the equity or voting securities of any other Person or (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

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

“**Allocation Notice of Objection**” has the meaning set forth in Section 2.11(a).

“**Alternate Transaction**” has the meaning set forth in Section 9.1(b).

“**Andover Leased Real Property**” means the property located at 100 Old River Rd., Andover, Massachusetts 01810, governed by the Commercial Lease Agreement, dated October 20, 2023, by and between 100 Old River Road, LLC and the Casa Seller.

“**Antitrust Laws**” has the meaning set forth in Section 6.5(b).

“**Asset Tax Return**” means a Tax Return relating to an obligation to pay Asset Taxes.

“**Asset Taxes**” means any Taxes with respect to the ownership or operation of the Transferred Assets or the Business (other than (a) Taxes based on receipts, net or gross income, (b) VAT and (c) Transfer Taxes).

“**Assigned Contracts**” has the meaning set forth in Section 2.1(e).

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

“**Assumption Notice**” has the meaning set forth in Section 5.3(b).

“**Attorney-Client Information**” has the meaning set forth in Section 10.17.

“**Auction**” has the meaning set forth in the Bid Procedures.

“**Automatic Transfer Employee**” means an employee who is dedicated or assigned other than on a temporary basis to the Business and whose employment is expected to transfer from a Seller to a member of the Purchaser’s Group on the Closing Date pursuant to the Regulations, as designated “Automatic Transfer Employees” on the Scheduled Workers Schedule.

“**Avoidance Actions**” means any and all avoidance, right, recovery, subordination, or other claims, actions, or remedies that may be brought by or on behalf of the Casa Seller or its estate or other authorized parties in interest under the Bankruptcy Code or applicable non-bankruptcy Law, including actions or remedies under Chapter 5 of the Bankruptcy Code, including any proceeds thereof, and any analogous state law claims.

“**Back-Up Bidder**” has the meaning set forth in the Bid Procedures.

“**Back-up Termination Date**” means the first to occur of (a) 15 days after the entry of the Sale Order, (b) consummation of the Transactions with the Successful Bidder at the Auction, (c) Purchaser’s receipt of notice from the Casa Seller of the release by the Casa Seller of Purchaser’s obligations under Section 5.2(c) and (d) June 15, 2024.

“**Balance Sheet Date**” has the meaning set forth in Section 3.14(a).

“**Bankruptcy Cases**” has the meaning set forth in the Recitals.

“**Bankruptcy Code**” means title 11 of the United States Code, 11 U.S.C. § 101 et seq.

“**Bankruptcy Court**” has the meaning set forth in the Recitals.

“**Base Amount**” equals \$20,000,000.

“**Bid Deadline**” has the meaning set forth in the Bid Procedures Order.

“**Bid Procedures**” means those certain bidding procedures to be filed and approved by the Bankruptcy Court attached as Exhibit 1 to the Bid Procedures Order.

“**Bid Procedures Order**” means an Order by the Bankruptcy Court approving the Bid Procedures.

“**Bid Protections**” has the meaning set forth in Section 9.2(b).

“**Bill of Sale and Assignment and Assumption Agreement**” means the bill of sale and assignment and assumption agreement in respect of the Transferred Assets (other than the Irish Assets and Business) and the Assumed Liabilities, dated as of the Closing Date, by and between the Sellers and Purchaser, substantially in the form attached hereto as Exhibit A.

“**Break-Up Fee**” has the meaning set forth in Section 9.2(b).

“**Business**” means the business of developing, manufacturing, marketing, distributing, selling, servicing and supporting broadband hardware, software and equipment and related services, including all cable modem termination systems (CMTS), converged cable access platforms (CCAP), virtual converged cable access platforms (vCCAP), distributed access architecture (DAA), Casa video core (CVC), intelligent access controller (IAC) product solutions, virtual broadband network gateway (vBNG) and multi-service router (MSR), excluding any products exclusively used for 4G and 5G wireless infrastructure including 4G/5G Mobile Core, Apex-branded Small Cell solutions, Aurus-branded Fixed Wireless Devices, and IoT routers. The Business shall specifically include CMTS, I-CCAP, vCMTS, vCCAP, vBNG, vWAG, all DAA node platforms, Video Core, IAC, 10G EPON DPoE Bridge/Voice ONU, IA 10G EPON DPoE Remote OLT, Remote PHY Shelf and Out-of-Band Core product solutions and related services.

“**Business Confidential Information**” means information in the Sellers’ or its Subsidiaries’ possession on or prior to the Closing Date that is confidential, proprietary or generally not available to the public and related to the operation of the Business, regardless of the form or format of the information (written, verbal, electronic or otherwise). “Business Confidential Information” will not include information that is or becomes generally available to the public through no breach by the Sellers of this Agreement.

“**Business Day**” means any day other than (a) a Saturday, Sunday or federal holiday or (b) a day on which commercial banks in the State of New York are authorized or required to be closed.

“**Casa Canada**” has the meaning set forth in the preamble.

“**Casa China**” has the meaning set forth in the preamble.

“**Casa Ireland**” has the meaning set forth in the preamble.

“**Casa Netherlands**” has the meaning set forth in the preamble.

“**Casa Seller**” has the meaning set forth in the preamble.

“**Casa Spain**” has the meaning set forth in the preamble.

“**Closing**” has the meaning set forth in Section 2.6.

“**Closing Date**” has the meaning set forth in Section 2.6.

“**Code**” means the Internal Revenue Code of 1986, or any successor law, and regulations issued by the IRS pursuant thereto.

“**Competing Bid**” has the meaning set forth in Section 5.1.

“**Confidentiality Agreement**” means that certain Confidentiality Agreement, dated as of April 26, 2023, by and between the Casa Seller and Purchaser.

“**Consent**” means any consent, approval, authorization, waiver or license.

“**Continuing Contractor**” has the meaning set forth in Section 7.4(c).

“**Continuing Employee**” has the meaning set forth in Section 7.4(b).

“**Continuing Offer Employee**” has the meaning set forth in Section 7.4(c).

“**Contract**” means any written or oral agreement, mortgage, indenture, lease (whether for real or personal property), license, commitment, sale and purchase order, contract or subcontract, and any other written or oral instrument, arrangement or understanding of any kind that is or purports to be legally binding.

“**Contracting Parties**” has the meaning set forth in Section 10.15.

“**Cure Costs**” means the monetary amounts that are required to be paid under Sections 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption and/or assignment of any Designated US Contract, as agreed upon by the Parties, or determined by the Bankruptcy Court pursuant to the procedures in the Bid Procedures Order.

“**Deposit Agreement**” means the good faith deposit agreement, dated as of the date hereof, by and among Purchaser, the Casa Seller and the Escrow Agent, a copy of which is attached hereto as Exhibit C.

“**Deposit Escrow Account**” has the meaning set forth in the Recitals.

“**Deposit Escrow Amount**” means \$2,000,000.

“**Designated International Contracts**” has the meaning set forth in Section 6.7(e).

“**Designated US Contracts**” has the meaning set forth in Section 5.3(b).

“**Determined Cure Costs**” means, in the aggregate, all Cure Costs payable in respect of the US Assigned Contracts as determined pursuant to the Sale Order.

“**Disputed IP**” has the meaning set forth in Section 7.5(b).

“**Enforceability Exceptions**” means applicable bankruptcy, insolvency, reorganization, moratorium, receivership and similar Laws affecting the enforcement of creditors’ rights generally and general equitable principles.

“**Environmental Laws**” means any applicable Law relating to pollution or protection of the environment or worker health and safety (in respect of exposure to Hazardous Substances), including such Laws relating to the use, treatment, storage, disposal, Release or transportation of Hazardous Substances.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and regulations issued pursuant thereto.

“**ERISA Affiliate**” means any Person that is a member of the group described in Section 414(b), (c), or (m) of the Code that includes the Casa Seller or any Subsidiary of the Casa Seller.

“**Escrow Agent**” means Epiq Corporate Restructuring, LLC, a New York limited liability company.

“**Escrow Agreement**” means the escrow agreement, dated as of the date hereof, by and between the Casa Seller and the Escrow Agent, a copy of which is attached hereto as Exhibit B.

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

“**Excluded Books and Records**” means the following originals and copies of those books and records, documents, data and information (in whatever form maintained) of the Sellers and the Business: (i) all corporate minute books (and other similar corporate records) and stock records of the Sellers, (ii) any books and records relating to the Excluded Assets or Taxes paid or payable by the Sellers (excluding such books and records related solely to the Transferred Assets), (iii) all Tax Returns of the Sellers (excluding such Tax Returns related solely to the Transferred Assets), (iv) any records, documents or other information solely to the extent related to any current or former employee of the Sellers and the Business who is not a Scheduled Employee or does not become a Continuing Employee, or (v) any books, records or other materials that the Sellers (x) are required by Law to retain (copies of which, to the extent permitted by Law, will be made available to Purchaser upon Purchaser’s reasonable request), (y) reasonably believe are necessary to enable them to prepare or file Tax Returns (copies of which will be made available to Purchaser upon Purchaser’s reasonable request) or (z) are prohibited by Law from delivering to Purchaser.

“**Excluded Contracts**” means all Contracts of the Sellers and their Subsidiaries other than the Assigned Contracts.

“**Excluded Intellectual Property**” has the meaning set forth in Section 2.2(j).

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

**“Expense Reimbursement Amount”** means the aggregate amount of all documented out of pocket costs, expenses and fees incurred by Purchaser in connection with evaluating, negotiating, documenting and performing the Transactions, including fees, costs and expenses of any professionals (including financial advisors, outside legal counsel, accountants, experts and consultants) retained by or on behalf of Purchaser in connection with or related to the authorization, preparation, investigation, negotiation, execution and performance of this Agreement and the Transactions, including the Bankruptcy Cases and other judicial and regulatory proceedings related to such transactions, in an aggregate amount not to exceed \$500,000.

**“Final Allocation Statement”** has the meaning set forth in [Section 2.11\(a\)](#).

**“Final Order”** means an Order (a) as to which no appeal, leave to appeal, notice of appeal, motion to amend or make additional findings of fact, motion to alter or amend judgment, motion for rehearing, or motion for new trial has been timely filed (in cases in which there is a date by which such filing is required to occur or, if any of the foregoing has been timely filed, it has been disposed of in a manner that upholds and affirms the subject order in all respects without the possibility for further appeal thereon), (b) in respect of which the time period for instituting or filing an appeal, leave to appeal, motion for rehearing or motion for a new trial shall have expired (in cases in which such time period is capable of expiring), and (c) as to which no stay is in effect.

**“Financial Assurance”** has the meaning set forth in [Section 6.11](#).

**“Financial Statements”** has the meaning set forth in [Section 3.14\(a\)](#).

**“Fraud”** means actual and intentional common law fraud by a Party or its representatives, as determined in accordance with the Laws of the State of Delaware, with respect to the making of any representation or warranty by such Party set forth in this Agreement.

**“Free and Clear”** means free and clear of all Liens (other than the Permitted Liens and the Assumed Liabilities) to the maximum extent permitted by Section 363(f) of the Bankruptcy Code.

**“Fundamental Purchaser Representations”** means the representations and warranties set forth in [Section 4.1](#), [Section 4.2](#), [Section 4.3\(i\)](#) and [Section 4.7](#).

**“Fundamental Seller Representations”** means the representations and warranties set forth in [Section 3.1](#), [Section 3.2](#), [Section 3.3\(i\)](#) and [Section 3.8](#).

**“GAAP”** means generally accepted accounting principles in the United States as of the date hereof.

**“Governmental Authority”** means any domestic or foreign national, provincial, state, multi-state or municipal or other local government, any subdivision, agency, commission or authority thereof, any court (including the Bankruptcy Court) or tribunal or any quasi-governmental or private body exercising any regulatory or taxing authority thereunder (including the IRS).

**“Guangzhou Leased Real Property”** means (a) the property located at Room 901 and Room 1001, No. 15 Software Road, Tianhe District, Guangzhou, Guangdong Province, PRC, governed by the Lease, dated December 20, 2021, by and between Guangzhou High & New Technology Industrial Group Co., Ltd. and Casa China, and (b) the property located at Room 301, Building No. 2, No.35 Sicheng Road, Tianhe District, Guangzhou, Guangdong Province, PRC, governed by the Lease, dated December 20, 2021, by and between Guangzhou High & New Technology Industrial Group Co., Ltd. and Casa China.

“**Hazardous Substances**” means any substances, materials or wastes which are defined as or included in the definition of “hazardous substances”, “hazardous wastes”, “hazardous materials”, “toxic substances”, “pollutants” or “contaminants” under any Environmental Law, including any petroleum or refined petroleum products, radioactive materials, friable asbestos or polychlorinated biphenyls.

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

“**Indebtedness**” means, with respect to any Person and without duplication, all obligations in respect of: (a) borrowed money; (b) indebtedness evidenced by bonds, notes, debentures or similar instruments; (c) reimbursement obligations under letters of credit, but solely to the extent drawn; (d) any unpaid balance of the purchase price of any property (including pursuant to capital leases); (e) any outstanding but unpaid accrued severance or restructuring costs; (f) interest, premium, penalties and other amounts owing in respect of the items described in the foregoing clauses (a) through (e); and (g) any guaranty by such Person of any indebtedness of any third party described in clauses (a) through (f).

“**Intellectual Property**” means any and all intellectual property or proprietary rights in any jurisdiction throughout the world, arising from the following: (i) patents and patent applications, statutory invention registrations, registered designs, and similar or equivalent rights in inventions and designs, together with all reissues, continuations, continuations-in-part, divisionals, revisions, extensions, renewal applications, or reexaminations thereof; (ii) trademarks, service marks, trade dress, service names, trade names, brand names, logos, business names, corporate names and other source or business identifiers, all registrations and applications for registration thereof, and, in each case, together with all of the goodwill associated therewith and symbolized thereby; (iii) copyrights in both published and unpublished works (including copyrights in Software and in hardware design, manufacturing files, technical documentation, instructions, user manuals, and training materials related to hardware, and in configuration, implementation, service and maintenance instructions, records and data related to Software or hardware), and all registrations, applications for registration, renewals, extensions, restorations, and reversions, and all moral rights thereof; (iv) trade secrets, industrial secret rights, database rights, and rights in know-how, confidential or proprietary information (including trade secret and other proprietary information rights in unpublished Software and in hardware design, manufacturing files, technical documentation, instructions, user manuals, and training materials related to hardware, and in configuration, implementation, service and maintenance instructions, records and data related to Software or hardware); (v) internet domain name registrations and social media accounts; (vi) all other similar or equivalent intellectual property or proprietary rights anywhere in the world; (vii) the right to sue and recover for past, present, and future infringement, misappropriation, breach or other violation of any of the foregoing; and (viii) all rights to collect any fees, revenues, and royalties on any of the foregoing.

“**International Assigned Contracts**” has the meaning set forth in Section 2.1(e).

**“International Assigned Contract Payments”** has the meaning set forth in Section 6.7(e).

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

**“International Transferred Leased Real Property”** has the meaning set forth in Section 2.1(e).

**“Inventory”** has the meaning set forth in Section 2.1(b).

**“IP Assignment”** means the intellectual property assignment, dated as of the Closing Date, by and between the Casa Seller and Purchaser, substantially in the form attached hereto as Exhibit D.

**“Irish Assets and Business”** means (i) all Irish-situated assets forming part of the Transferred Assets; and (ii) any other assets being transferred by Casa Ireland and forming part of the Transferred Assets.

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

**“Knowledge”** means (a) with regard to the Sellers, the actual knowledge, after reasonable inquiry, of Michael Glickman, Edward Durkin, Colin Kincaid and Carmen Pombeiro, in each case as of the date of this Agreement or the Closing Date, as applicable (or, with respect to a certificate delivered pursuant to this Agreement, as of the date of delivery of such certificate) and (b) with regard to Purchaser, the actual knowledge, after reasonable inquiry, of Sumit Kumar and Dale Booth, in each case as of the date of this Agreement or as of the Closing Date, as applicable (or, with respect to a certificate delivered pursuant to this Agreement, as of the date of delivery of such certificate).

**“Law”** means any federal, national, provincial, state, local or municipal law, ordinance, principle of common law, code, regulation or statute enacted, adopted, issued or promulgated by any Governmental Authority.

**“Law Firm”** means Sidley Austin LLP and its successors and Young Conaway Stargatt & Taylor, LLP and its successors.

**“Lease”** means the leases and subleases governing the Leased Real Property.

**“Leased Real Property”** has the meaning set forth in Section 3.6(b).

**“Liabilities”** shall mean debts, liabilities, duties, obligations or commitments of any nature whatsoever, whether direct or indirect, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise, whenever or however arising (including whether arising out of any Contract or in a tort claim based on negligence or strict liability).

**“Licensed IP”** means collectively the Purchaser Licensed IP and the Third Party IP.



“**Lien**” means all forms of lien (including mechanic’s, contractor’s or other similar liens arising under or relating to the provision of goods or services on or to any Transferred Assets, and liens issued pursuant to Section 361, 363 or 364 of the Bankruptcy Code), encumbrance, defect or irregularity in title, pledge, hypothecation, mortgage, deed of trust, deed to secure debt, security interest, charge, transfer restriction or similar agreement or encumbrance, including any dedication under any gathering, transportation, treating, processing, fractionating, purchase, sale or similar agreements, or any other rights granted or consensual as or against any Transferred Assets including easements, encroachments, rights of first refusal, preemptive rights, options, or any other interest or right in property that constitutes a lien or interest within the definition or adjudication of such terms under the Bankruptcy Code, and including all costs and expenses relating thereto.

“**Limerick Leased Real Property**” means the property located at Kilmurry Business Centre, Unit 1 National Technology Park, Plassey Rd., Castletroy, Limerick, V94 RX49, Ireland, governed by the Lease, dated September 20, 2016, by and between Halliell Limited and Casa Ireland.

“**Losses**” means, with respect to any Person, all losses, Liabilities, claims, demands, judgments, damages, fines, suits, actions, out-of-pocket costs and expenses (including reasonable attorneys’ fees) of any kind against or affecting such Person.

“**Material Adverse Effect**” means any event, change, circumstance, condition, state of facts, occurrence, development or effect that, individually or in the aggregate with all other events, changes, circumstances, conditions, states of facts, occurrences, developments or effects, (x) has had or would reasonably be expected to have a material adverse effect on the assets, business, condition (financial or otherwise), operations, cash flows or results of operations of the Business (including the Transferred Assets and Assumed Liabilities) taken as a whole or (y) would reasonably be expected to prevent or materially impair the Sellers’ performance of their obligations under this Agreement or the Related Documents or the consummation of the Transactions; *provided, however*, that in the case of clause (x) no event, change, circumstance, condition, state of facts, occurrence, development or effect to the extent arising out of the following shall be deemed (either alone or in combination) to constitute, or taken into account in determining whether there has been or may be, a Material Adverse Effect: (a) any change in, or effects arising from or relating to, general business or economic conditions affecting any industry in which the Business operates; (b) any change in the United States or foreign economies, or securities, banking or financial markets in general; (c) any change from, or effects arising from or relating to, the occurrence, escalation or material worsening of any act of God or other calamity, natural disaster, pandemic or disease, outbreak of disease or other public health emergency (including COVID-19), hostility, act of war, sabotage or terrorism or military action or any escalation or worsening of any such conditions; (d) any specific action taken (or omitted) by the Sellers at the written request of Purchaser (other than any action restricted by Section 6.1) or any change from, or effects arising from or relating to, Purchaser unreasonably withholding its consent to the Sellers’ written request to take any action restricted by Section 6.1; (e) any change after the date hereof in, or effects arising from or relating to changes after the date hereof in, Laws or accounting rules (including GAAP) or any interpretation thereof; (f) national or international political, labor or social conditions in general; (g) the public announcement of, or pendency of, this Agreement and the Transactions; (h) the sale of any assets other than the Transferred Assets to any third parties by the Sellers or any of their Affiliates; or (i) any effect arising or resulting from or related to the filing or pendency of the Bankruptcy Cases; *further provided*, that with respect to clauses (a), (b), (c), (e) and (f), such events, changes, circumstances, conditions, states of facts, occurrences, developments or effects will not be excluded to the extent the same disproportionately adversely affects the Business, taken as a whole, as compared to other similarly situated businesses in the industries in which the Business operates.

“**Material Customer**” has the meaning set forth in Section 3.13.

“**Material Supplier**” has the meaning set forth in Section 3.13.

“**Non-U.S. Benefit Plan**” has the meaning set forth in Section 3.9(c).

“**Non-US Visa Employee**” has the meaning set forth in Section 7.4(e).

“**Non-Transferred Asset**” has the meaning set forth in Section 2.5.

“**Nonparty Affiliates**” has the meaning set forth in Section 10.15.

“**Occupancy Agreement**” means, with respect to any Transferred Leased Real Property, a sublease agreement, shared access agreement permitting Purchaser (or its designated Affiliate) to occupy and use a portion of such Transferred Leased Real Property upon such terms and in form and substance reasonably acceptable to Purchaser.

“**Offer Employees**” means the Scheduled Employees other than the Automatic Transfer Employees, designated as “Offer Employees” on the Scheduled Workers Schedule which may be offered employment by Purchaser in accordance with Section 7.4.

“**Open Source Software**” means any software that is generally known in the software industry as open source or free software, including software licensed pursuant to any license identified as an “open source license” by the Open Source Initiative or other similar license (such as, without limitation the GNU General Public License (GPL), GNU Lesser General Public License (LGPL), GNU Affero General Public License (AGPL), MIT License (MIT), Apache License, Artistic License, and BSD Licenses).

“**Order**” means any award, decision, injunction, order, judgment, ruling, decree, writ, subpoena, settlement, verdict, or assessment or arbitration award entered, issued, made or rendered by any court, administrative agency, or other Governmental Authority or by any arbitrator.

“**Organizational Documents**” means (a) the articles or certificates of incorporation and the by-laws of a corporation, (b) the partnership agreement and any statement of partnership of a general partnership, (c) the limited partnership agreement and the certificate of limited partnership of a limited partnership, (d) the operating or limited liability company agreement and the certificate of formation or organization or articles of organization of a limited liability company, (e) any charter, joint venture agreement or similar document adopted or filed in connection with the creation, formation or organization of a Person not described in clauses (a) through (d), and (f) any amendment to or equivalent of any of the foregoing.

“**Other Agreement**” has the meaning set forth in the Preamble.

“**Other Business**” means the Casa Seller’s cloud/RAN business, including, without limitation, it 4G/5G core, small cell core, security gateway (SeGW), cellular IoT serving gateway node (C-SGN), evolved packet core (EPC), application gateway function (AGF), home next generation node B 4G/5G (HeNB-GW HgNB-GW), evolved packet data gateway (ePDG), non-3GPP interworking function (N3IWF), Axyom network manager (ANM), Axyom element management system (AeMSA), and Apex radio access network (RAN) solutions – 4G, 4G/5G, and 5G radio solutions.

“**Other Purchaser**” has the meaning set forth in the Preamble.

“**Outside Date**” has the meaning set forth in Section 9.1(g).

“**Owned Intellectual Property**” means the Intellectual Property owned by the Sellers or any Subsidiary that is used in or held for use in the Business, including the Intellectual Property listed on Schedule 1.1(a).

“**Party**” and “**Parties**” have the meaning set forth in the Preamble.

“**Permit**” means all permits, authorizations, licenses, registrations, certificates, franchises, clearances, qualifications, exemptions, waivers, variances, privileges, consents and other approvals issued by or from any Governmental Authority.

“**Permitted Liens**” means (a) Liens for Taxes, assessments or other governmental charges not yet due and payable or being contested in good faith by appropriate proceedings and for which adequate reserves have been recorded on financial statements in accordance with GAAP; (b) immaterial mechanics’, carriers’, workers’, repairers’ and other similar common law or statutory Liens arising or incurred in the ordinary course of business for obligations that are not overdue or are being contested in good faith by appropriate proceedings; (c) zoning, entitlement and building regulations and land use restrictions which, in any case, do not (and could not reasonably be expected to) materially impair the ownership, operation or use of the impacted Transferred Asset(s) as currently owned, operated and used; (d) purchase money Liens and Liens securing rental payments under capital lease arrangements to the extent described on Schedule 1.1(b); (e) Liens arising under leases of property or equipment in favor of the owner thereof to the extent described on Schedule 1.1(b); (f) pledges or deposits made in the ordinary course of business in connection with workers’ compensation, unemployment insurance and other types of social security; (g) deposits to secure the performance of bids, Contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business; (h) licenses of Intellectual Property granted in the ordinary course of business; (i) Liens arising under or created by this Agreement or any of the Related Documents; and (j) Liens set forth on Schedule 1.1(b).

“**Person**” means any individual, corporation (including any non-profit corporation), partnership (general or limited), limited liability company, joint venture, estate, trust, association, organization, labor union or any other entity or Governmental Authority.

“**Personal Information**” means any information that (a) is about or relating to an identified or identifiable individual; an “identifiable individual” is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity, including, unique device or browser identifiers, names, addresses, telephone numbers, email addresses, social security numbers, or account information, or (b) constitutes “personal data,” “personal information,” “personally identifiable information,” or other similar terms as defined by applicable Privacy Requirements.

“**Petition Date**” means April 3, 2024.

“**Potential Assigned Contracts**” has the meaning set forth in Section 2.1(e).

“**Potential International Assigned Contracts**” has the meaning set forth in Section 2.1(e).

“**Potential US Assigned Contracts**” has the meaning set forth in Section 2.1(d).

“**PRC**” means the People’s Republic of China, but solely for the purposes of this Agreement, excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region, and Taiwan.

“**PRC Continuing Offer Employee**” has the meaning set forth in Section 7.4(c).

“**PRC Labor Law**” means applicable Laws in the PRC relating to labor, employment, and statutory social benefits, including the Labor Law, the Employment Contract Law, the Social Security Law, the Regulations on the Housing Provident Fund, and the Regulations on Paid Annual Leave of Employees.

“**Pre-Closing Tax Period**” has the meaning set forth in Section 7.3(a).

“**Privacy Requirements**” has the meaning set forth in Section 3.11(a).

“**Proposed Allocation Statement**” has the meaning set forth in Section 2.11(a).

“**Protected Period**” has the meaning set forth in Section 7.4(d).

“**Public Health Measures**” means any (a) closures, “shelter-in-place,” “stay at home,” workforce reduction, social distancing, quarantine, shut down, closure, curfew or other restrictions or any other Laws, orders, decrees, directives, guidelines or recommendations issued by any Governmental Authority, the Centers for Disease Control and Prevention, the World Health Organization or any industry group in connection with any pandemic or disease, outbreak of disease or other public health emergency (including COVID-19), or (b) commercially reasonable actions taken in good faith by any Party as a result of any pandemic or disease, outbreak of disease or other public health emergency (including COVID-19).

“**Purchase Price**” has the meaning set forth in Section 2.8(a).

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

“**Purchaser Group Members**” has the meaning set forth in Section 10.17.

“**Purchaser Licensed IP**” means any Transferred Intellectual Property that, at Closing, Purchaser designates as Purchaser Licensed IP pursuant to Section 2.2.

“**Purchaser Releasing Party**” has the meaning set forth in Section 10.16(b).

“**Purchaser’s Group**” means Purchaser and its Affiliates.

“**Registered IP**” has the meaning set forth in Section 3.10(a).

“**Regulations**” means the European Council Directive of March 12, 2001 (2001/23/EC) (the “Directive”) relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of businesses or any country legislation implementing the Directive or any other similar Law (including the Transfer of Undertakings (Protection of Employment) Regulations 2006).

“**Related Claims**” means all claims or causes of action (whether in contract or tort, in law or in equity, or granted by statute or otherwise) that may be based upon, arise out of or relate to this Agreement, the Related Documents and any other document or instrument delivered pursuant to this Agreement or the Related Documents, or the negotiation, execution, termination, validity, interpretation, construction, enforcement, performance or nonperformance of this Agreement or the Related Documents or otherwise arising from the Transactions (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with, or as an inducement to enter into, this Agreement or the Related Documents).

“**Related Documents**” means the Escrow Agreement, the Deposit Agreement, the Bill of Sale and Assignment and Assumption Agreement, the Transition Services Agreement, IP Assignment and any other document, agreement, certificate or instrument entered into in connection with this Agreement.

“**Release**” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment.

“**Sale Motion**” means the motion, pleading or other filing of the Casa Seller seeking entry of the Bid Procedures Order and the Sale Order.

“**Sale Order**” means an Order of the Bankruptcy Court approving and authorizing this Agreement and all of the terms and conditions hereof (including approving and authorizing the Casa Seller’s assumption and assignment pursuant to Section 365 of the Bankruptcy Code of the US Assigned Contracts, and approving and authorizing the Casa Seller to consummate the Transactions contemplated hereby Free and Clear to the full extent permitted pursuant to Section 363(f) of the Bankruptcy Code and containing a finding that Purchaser has acted in “good faith” within the meaning of Section 363(m) of the Bankruptcy Code), in form and substance acceptable to Purchaser and the Casa Seller in each Party’s commercially reasonable discretion. The Sale Order shall be appended to this Agreement as Exhibit E prior to the Closing Date .

“**Scheduled Contractors**” has the meaning set forth in Section 7.4(a).

“**Scheduled Employees**” has the meaning set forth in Section 7.4(a).

“**Scheduled Workers Schedule**” has the meaning set forth in Section 7.4(a).

“***Seller Access Contact***” has the meaning set forth in [Section 6.2\(a\)](#).

“***Seller Benefit Plan***” means (i) each employee benefit plan as defined in Section 3(3) of ERISA; (ii) each other pension, retirement, group insurance, severance pay, deferred compensation, employment, equity incentive, equity-based compensation, and incentive plan, program, agreement, policy or arrangement pertaining to any Scheduled Employee or Scheduled Contractor, including, housing funds, paid annual leave, but excluding (x) any benefits provided by a Governmental Authority and (y) other statutory compensation and welfare under the PRC Labor Law in each case, which the Sellers or their Subsidiaries sponsor, contributes to, maintains, or to which the Sellers or their Subsidiaries may otherwise have any Liability.

“***Seller Group Members***” has the meaning set forth in [Section 10.17](#).

“***Seller IP***” means, collectively, the Transferred Intellectual Property and the Licensed IP.

“***Seller IT Assets***” means all computers, servers, workstations, routers, hubs, switches, data communications lines and all other information technology equipment, including all third party Software, and all documentation related to the foregoing, owned by, or licensed or leased to the Sellers or any of their Subsidiaries that are listed on Schedule 2.1(g), or that are primarily used or held for use in, or primarily related to, the Business.

“***Seller Permits***” has the meaning set forth in [Section 3.4\(b\)](#).

“***Seller Releasing Party***” has the meaning set forth in [Section 10.16\(a\)](#).

“***Seller Software***” means any Software owned by the Sellers or any of their Subsidiaries (i) that is used or held for use in the Business or (ii) is a part of, incorporated in, or distributed with, any of the Sellers’ products or services sold by the Business.

“***Seller Tax Claim***” has the meaning set forth in [Section 7.3\(e\)](#).

“***Seller Taxes***” means any (a) Liability of the Sellers or any Subsidiary for Taxes other than Asset Taxes for the portion of any Straddle Period beginning after the Closing Date, (b) any Liability for Asset Taxes attributable to any Pre-Closing Tax Period and the portion of a Straddle Period ending on the Closing Date allocated to the Sellers pursuant to [Section 7.3\(c\)](#), (c) any Liability of the Sellers or any Subsidiary for the unpaid Taxes of any Person under Section 1.1502-6 of U.S. Department of the Treasury regulations (or any similar provision of state, local, or non-U.S. law), as a transferee or successor, by contract, or otherwise and (d) any Transfer Taxes allocated to the Sellers pursuant to [Section 2.9](#).

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

“***Shared Assets***” has the meaning set forth in [Section 7.5\(a\)](#).

“***Shared IP***” has the meaning set forth in [Section 7.5\(c\)](#).

“**Software**” shall mean computer software programs, routines, scripts, algorithms, instructions, libraries, and software systems, including data, databases, compilations, tool sets, compilers, applications, interfaces, higher level “proprietary” languages and related technical, training, programmer, maintenance, specification, flowchart, and user manuals, flowcharts, descriptions, records, files, documentation and materials, whether in source code, object code or human readable form.

“**Subsidiary**” shall mean any entity which any of the Sellers, directly or indirectly, (a) has the power, through the ownership of units, securities, other ownership interests or otherwise, to elect a majority of the board of directors, board of managers or other persons performing similar functions or (b) holds a majority of the outstanding equity interests.

“**Successful Bid**” has the meaning set forth in the Bid Procedures.

“**Successful Bidder**” has the meaning set forth in the Bid Procedures.

“**Tax**” means any United States federal, state, local or foreign tax, custom, duty, or other like assessment or charge of any kind whatsoever (including any income, franchise, branch profits, capital gains, value-added, sales, use, property, transfer, payroll, social security windfall profit, production, license, excise, stamp, environmental or withholding tax), and any related fine, penalty, interest, or addition to tax with respect thereto, imposed, assessed or collected by or under the authority of any Governmental Authority, whether disputed or not, and including any obligation to indemnify or otherwise assume or succeed to the tax Liability of any other Person.

“**Tax Clearance Certificate**” has the meaning set forth in Section 2.7(d)(ii).

“**Tax Return**” means any return (including any information return), report, statement, schedule, notice, form, or other document or information (whether in tangible, electronic or other form), including any amendments, schedules attachments, supplements, appendices and exhibits thereto, filed with or submitted to, or required to be filed with or submitted to, any Governmental Authority in connection with the determination, assessment, collection, or payment, of any Tax.

“**Term Lenders**” means, collectively, each of the lenders party to (a) that certain Superpriority Credit Agreement, dated as of June 15, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among the Casa Seller as the borrower, JPMorgan Chase Bank, N.A., as administrative agent (and any of its successors and assigns), Delaware Trust Company, as collateral agent, and the lenders party thereto from time to time, or (b) that certain Credit Agreement, dated as of December 20, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among the Casa Seller, as the borrower, Delaware Trust Company, as administrative agent and collateral agent, and the lenders party thereto from time to time.

“**Third Party IP**” means each item of Intellectual Property that is owned by a third party and used by Sellers or any of their Subsidiaries, whether for their internal use in or for the Business, or incorporated into, or distributed with, any of Sellers’ or their Subsidiaries’ products or services sold as part of the Business.

“**Transactions**” means the transactions contemplated by this Agreement and the Related Documents.

“**Transfer Taxes**” has the meaning set forth in Section 2.9.

“**Transferred Assets**” has the meaning set forth in Section 2.1.

“**Transferred Intellectual Property**” has the meaning set forth in Section 2.1(h).

“**Transition Services Agreement**” means the transition services agreement, dated as of the Closing Date, by and between the Casa Seller, Purchaser and the Other Purchaser, substantially in form and substance agreed to by the Casa Seller, Purchaser and the Other Purchaser in good faith prior to the Closing.

“**VAT**” means any value-added tax, goods and services tax or similar tax charged or collected by any Governmental Authority.

“**WARN Act**” has the meaning set forth in Section 3.9(d).

“**Work-Around**” has the meaning set forth in Section 2.5.

## **1.2 Other Definitional and Interpretive Matters.**

(a) Unless otherwise expressly provided, for purposes of this Agreement and the Related Documents, the following rules of interpretation shall apply:

(i) Calculation of Time Period. All references to a day or days shall be deemed to refer to a calendar day or days, as applicable, unless otherwise specifically provided. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded.

(ii) Dollars. Any reference to \$ shall mean U.S. dollars, which is the currency used for all purposes in this Agreement and the Related Documents.

(iii) Exhibits/Schedules. The Exhibits and Schedules to this Agreement are an integral part of this Agreement. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any matter or item disclosed on one Schedule shall be deemed to have been disclosed on each other Schedule to the extent that the relevance of such disclosure to such other Schedule is reasonably apparent on its face to a reader of such disclosure. Disclosure of any item on any Schedule shall not constitute an admission or indication that any such item is required to be disclosed, or that such item or matter is material or has resulted in or will result in a Material Adverse Effect or that the included items or actions are not in the ordinary course of business. No disclosure on a Schedule relating to a possible breach or violation of any Contract, Law or Order shall be construed as an admission or indication that a breach or violation exists or has actually occurred. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.



(iv) Gender and Number. Any reference to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(v) Headings. The provision of a table of contents, the division of this Agreement or Related Documents into articles, sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement or any Related Document, as applicable. Unless otherwise specified, all references in this Agreement to any "Section" or other subdivision are to the corresponding section or subdivision of this Agreement, and all references in a Related Document to any "Section" or other subdivision are to the corresponding section or subdivision of such Related Document.

(vi) Herein. The words such as "herein," "hereinafter," "hereof" and "hereunder" that are used in this Agreement refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. Uses of such words in the Related Documents shall refer to such Related Document as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vii) Or. The word "or" shall be construed in the inclusive sense of "and/or" unless otherwise specified.

(viii) Including. The word "including," or any variation thereof, means (unless the context of its usage otherwise requires) "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(ix) Successors. A reference to any Party to this Agreement, any Related Document or any other agreement or document shall include such Party's successors and permitted assigns.

(x) Laws. A reference to laws or legislation are references to such laws and legislation as they may be amended or supplemented from time to time, and references to laws and legislation include references to any succeeding law, modification or re-enactment thereof, any legislative provision substituted therefor, and to the implementing rules or regulations promulgated pursuant thereto.

(xi) Reflected On or Set Forth In. An item arising with respect to a specific representation or warranty shall be deemed to be "reflected on" or "set forth in" a balance sheet or financial statements, to the extent any such phrase appears in such representation or warranty, if (a) there is a specific reserve, accrual or other similar item underlying a number on such balance sheet or financial statements that relates to the subject matter of such representation, (b) such item is otherwise specifically set forth on such balance sheet or financial statements or (c) such item is set forth in the notes to such financial statements.

(xii) **Made Available.** Any reference in this Agreement to “made available” means only a document or other item of information that was (1) provided, delivered or made available to Purchaser and its representatives in the electronic data room maintained by Intralinks under the name “Project Circle,” and to which Purchaser and its representatives have access, or (2) publicly filed and available on the SEC database, in each case of clauses (1) and 2), as of 5:00 p.m. (Eastern Time) on the date that is one (1) day prior to the date hereof.

(b) All representations and warranties set forth in this Agreement or the Related Documents are contractual in nature only and subject to the sole and exclusive remedies set forth herein, except as otherwise set forth herein. The phrase “to Seller’s Knowledge” and phrases of similar import or effect are used herein to qualify and limit the scope of any representation or warranty in which they appear and are not affirmations of any Person’s “superior knowledge” that the representation or warranty in which they are used is true.

(c) The Parties have participated jointly in the negotiation and drafting of this Agreement and the Related Documents and, in the event an ambiguity or question of intent or interpretation arises, this Agreement and the Related Documents shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement and the Related Documents. The Parties agree that changes from earlier drafts to the final version of this Agreement do not necessarily imply that the Party agreeing to such change is agreeing to a change in meaning (as the Party agreeing to such change may believe the change is stylistic and non-substantive); consequently, no presumption should exist by virtue of a change from a prior draft.

## **ARTICLE 2**

### **THE PURCHASE AND SALE; CLOSING**

2.1 **Purchase and Sale.** Upon the terms and subject to the conditions set forth in this Agreement and the Sale Order, at the Closing, Purchaser shall purchase, assume and accept from the Sellers, and the Sellers shall sell, transfer, assign, convey and deliver (or shall cause the sale, transfer, assignment, conveyance and delivery) to Purchaser, Free and Clear (except for Permitted Liens), all of the Sellers’ rights, title and interests in, to and under all of the following assets, interests, and rights, of every kind and description, wherever located, whether real, personal or mixed, tangible or intangible, that are owned, leased or licensed by the applicable Seller and (except as otherwise expressly set forth in this Section 2.1), other than the Excluded Assets, as the same shall exist on the Closing Date (collectively, the “**Transferred Assets**”):

(a) the Accounts Receivable of the Sellers to the extent related to the sale of products and services by the Business (the “**Transferred Accounts Receivable**”);

(b) all supplies and other inventories, including all raw materials, works-in-process, finished goods, packaging, supplies and parts, primarily used in the Business or produced in or by the Business, whether held at any location or facility of the Sellers or any of their Subsidiaries or in transit to or from the Sellers or any of their Subsidiaries (the “**Inventory**”);

(c) to the extent transferable, the Seller Permits (including any applications that are in process) (i) primarily used in the Business or (ii) required to conduct the Business or operate the Transferred Leased Real Property;

(d) the Contracts, including for use of Third Party IP, and including Leases related to Real Property (such Leases, the “**US Transferred Leased Real Property**”), of the Casa Seller included in the Seller IT Assets or related primarily to the Business, including those listed on Schedule 2.1(d) (collectively, the “**Potential US Assigned Contracts**”) that Purchaser designates as Designated US Contracts pursuant to Section 5.3(c) and remain identified as Designated US Contracts as of the Closing Date, excluding such Contracts that expire or are terminated prior to the Closing (collectively, the “**US Assigned Contracts**”);

(e) the Contracts, including for use of Third Party IP, and including Leases related to Real Property (such Leases, the “**International Transferred Leased Real Property**” and, together with the US Transferred Leased Real Property, the “**Transferred Leased Real Property**”), of the International Sellers included in the Seller IT Assets or related primarily to the Business, including those listed on Schedule 2.1(e) (collectively, the “**Potential International Assigned Contracts**” and together with the Potential US Assigned Contracts, the “**Potential Assigned Contracts**”) that Purchaser designates as Designated International Contracts pursuant to Section 6.7(e), excluding such Contracts that expire or are terminated prior to the Closing (collectively, the “**International Assigned Contracts**” and together with the US Assigned Contracts, the “**Assigned Contracts**”);

(f) all books and records, databases, files, documents, data and information of the Sellers and their Subsidiaries to the extent related to the Business, whether in hard copy or electronic format, including financial and accounting records, customer and supplier lists, marketing plans and market research, sales and promotional literature, manuals and data, sales and purchase correspondence, to the extent permitted by Law personnel and employment records of Continuing Employees (including copies of personnel and employment records of Continuing Employees required to be retained by Law by the Sellers and their Subsidiaries), other than the Excluded Books and Records; *provided, however*, that the Sellers shall be entitled to retain copies of any such materials solely for recordkeeping purposes;

(g) all equipment, machinery, vehicles and other tangible personal property, including office furniture and fixtures, computers, networking equipment, industrial equipment and supplies, whether owned or leased, primarily used in the Business, and all Seller IT Assets, including those listed on Schedule 2.1(g);

(h) all Owned Intellectual Property and Seller Software, including those listed on Schedule 1.1(a) and excluding those that Purchaser elects to designate as Excluded Assets under Section 2.2 (the “**Transferred Intellectual Property**”);

(i) all Avoidance Actions, (i) relating to the Transferred Assets, the Assumed Liabilities, the Continuing Employees, the Continuing Contractors or the acquisition, ownership, management, operation, use, function or value of the Business or any Transferred Asset; or (ii) against any counterparty to a US Assigned Contract or Permit or any Affiliate of such counterparty;

(j) all of the Sellers' and their Subsidiaries' escrow monies and deposits in the possession of landlords and utility companies with respect to the Transferred Leased Real Property;

(k) all of the Sellers' and their Subsidiaries' rights, claims or causes of action against third parties (i) to the extent related to the Business, the Transferred Assets, the Assumed Liabilities, the Continuing Employees or the Continuing Contractors (including all guaranties, warranties, indemnities and similar rights in favor of the Sellers or any of their Subsidiaries to the extent related to the Business, the Transferred Assets, the Assumed Liabilities, the Continuing Employees or the Continuing Contractors), including any rights, claims or causes of action arising under the Bankruptcy Code, in each case, whether arising by way of counterclaim or otherwise, and whether arising out of transactions occurring prior to, on or after the Closing Date, or (ii) under non-disclosure or confidentiality agreements with prospective purchasers of the Business or any portion thereof;

(l) to the extent transferable, (i) all current and prior insurance policies of the Sellers or any of their Subsidiaries exclusively relating to the Business, the Transferred Assets, the Assumed Liabilities, the Continuing Employees or the Continuing Contractors, and (ii) all rights and benefits of the Sellers or any of their Subsidiaries under all current and prior insurance policies of the Sellers or any of their Subsidiaries to the extent relating to the Business, the Transferred Assets, the Assumed Liabilities, the Continuing Employees or the Continuing Contractors, in each case of any nature with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries;

(m) all rights to any credits, statements, rebates (including vendor or supplier rebates), reimbursement or rights of set off, in each case, to the extent related to or associated with the Business, the Transferred Assets, the Assumed Liabilities, the Continuing Employees or the Continuing Contractors;

(n) the goodwill to the extent relating to the Business;

(o) all prepaid expenses, claims, deposits, prepayments, refunds, causes of action, demands, actions, suits, choses in action, rights of recovery, rights under guarantees, warranties, indemnities and all similar rights against third parties, rights of setoff and rights of recoupment, in each case, to the extent used in or held for use for the Business, the Transferred Assets listed in clauses (a) through (m) above, the Assumed Liabilities, the Continuing Employees or the Continuing Contractors, but excluding (without duplication) (i) any refunds of Taxes to the extent included in Section 2.2(d) and (ii) any prepayments or deposits of any Asset Taxes prior to the date hereof for which a Seller shall receive credit to the extent provided in Section 7.3(c);

(p) the assets listed on Schedule 2.1(p); and

(q) any other assets, interests or rights primarily related to the Business.

**2.2 Excluded Assets.** Notwithstanding the provisions of Section 2.1 or anything to the contrary herein, any and all assets, title, rights and interest in, to and under the following assets and interests of the Sellers (collectively, the “**Excluded Assets**”) shall be retained by the Sellers, and Purchaser and its designees shall acquire no right, title or interest in the Excluded Assets in connection with the Transaction:

(a) all (i) cash and cash equivalents, wherever located, including bank balances and bank accounts or safe deposit boxes, monies in the possession of any banks, checks, funds in time and demand deposits, savings and loans or trust companies and similar cash items, and (ii) investment securities and other short- and medium-term investments;

(b) any interest or consideration received by the Sellers or their Affiliates pursuant to, and all rights of the Sellers and their Affiliates under, this Agreement or any Related Document, including the right to receive the Purchase Price and to enforce the Sellers’ rights and remedies thereunder, subject to the terms hereof and thereof;

(c) any (i) Attorney-Client Information and (ii) claims under any director and officer, errors and omissions, fiduciary and commercial crime insurance policies;

(d) (i) all Tax assets and attributes of the Sellers and their Subsidiaries, (ii) all rights to income Tax refunds or credits of the Sellers and their Subsidiaries, and (iii) all rights to Tax refunds or credits with respect to any Excluded Asset or Excluded Liability;

(e) all Excluded Contracts;

(f) the Excluded Books and Records;

(g) all cash in the Casa Seller’s adequate assurance account relating to utilities under Section 366 of the Bankruptcy Code;

(h) any and all proceeds relating to any and all bonds, letters of credit, guarantees or other security provided by the Sellers;

(i) any shares or other equity interests in the Sellers, any of their Subsidiaries or any other Person or any securities of the Sellers, any of their Subsidiaries or any other Person;

(j) all (i) Intellectual Property that is listed on Schedule 2.2(j)(i), and (ii) all other Intellectual Property owned by the Sellers or any of their Affiliates that is not Transferred Intellectual Property (collectively clauses (i) and (ii), “**Excluded Intellectual Property**”);

(k) any prepayments and good faith and other bid deposits submitted by any third party under the terms of the Bid Procedure Order;

(l) all of the Sellers’ and their Subsidiaries’ rights, claims or causes of action against third parties relating to the assets, properties, business or operations of the Sellers or their Subsidiaries (including all guaranties, warranties, indemnities and similar rights in favor of the Sellers or any of their Affiliates) to the extent relating to the Excluded Assets or Excluded Liabilities, in each case, whether arising by way of counterclaim or otherwise, and whether arising out of transactions occurring prior to, on or after the Closing Date;

(m) all rights under the Seller Benefit Plans and any trusts, funding vehicles and other assets related thereto;

(n) the assets listed on Schedule 2.2(n);

(o) all prepaid expenses, claims, deposits, prepayments, refunds, causes of action, demands, actions, suits, rights of recovery, rights under guarantees, warranties (express or implied), indemnities and all similar rights against third parties, rights of setoff and rights of recoupment, in each case, to the extent related to or used in or held with use for the Excluded Assets listed in clauses (a) through (n) above; and

(p) all records and reports prepared or received by the Sellers or any of their Affiliates in connection with the sale of the Business and the Transactions, including all analyses relating to the Business or Purchaser so prepared or received.

Notwithstanding anything to the contrary contained in this Agreement or any of the other Related Documents, at any time prior to the Closing, Purchaser may, in its sole discretion, (a) designate any Transferred Asset as an Excluded Asset, and upon such designation such asset will constitute an Excluded Asset for all purposes of this Agreement and any Liabilities associated therewith shall be Excluded Liabilities, and (b) designate any Transferred Intellectual Property as Purchaser Licensed IP, and upon such designation such Intellectual Property will constitute Licensed IP for all purposes of this Agreement. To the extent Purchaser makes a designation with respect to any asset pursuant to the preceding sentence, the applicable Exhibits and Schedules to this Agreement will be deemed to have automatically been updated (without action of any Party or Person) to reflect such designation, and any and all Purchaser Licensed IP will be automatically listed in Schedule 7.6. If Purchaser exercises its rights in this paragraph to designate a Transferred Asset as an Excluded Asset or to designate any Transferred Intellectual Property as Purchaser Licensed IP, then the Parties acknowledge and agree that there will be no reduction in the Purchase Price as a result of such designation or change in designation, nor will there be any delay to the Closing.

**2.3 Assumption of Liabilities.** On the terms and subject to the conditions set forth in this Agreement, Purchaser shall, effective as of the Closing, assume and agree to pay, discharge and perform in accordance with their terms (or as otherwise provided herein) only the following Liabilities of the Sellers that are not listed in Section 2.4 as Excluded Liabilities (collectively, all such liabilities being assumed herein referred to as the “**Assumed Liabilities**”):

(a) all Liabilities (other than Taxes) arising under the Assigned Contracts incurred or arising exclusively with respect to the period after the Closing;

(b) all Determined Cure Costs;

(c) all Taxes for which Purchaser is liable pursuant to this Agreement; and

(d) any Liabilities relating to or resulting from the employment or engagement or termination of employment or engagement by Purchaser of any Continuing Employee or Continuing Contractor exclusively arising after the Closing Date.

**2.4 Excluded Liabilities.** Notwithstanding Section 2.3 or anything to the contrary herein, Purchaser will not assume or be liable for any Liabilities of the Sellers other than the Assumed Liabilities, including any Liability arising out of, relating to or otherwise in respect of the ownership or use of the Transferred Assets or the operation of the Business at or prior to the Closing, including where the facts, events, circumstances or conditions underlying such Liability occurred or existed at or prior to the Closing irrespective of whether such Liability arises before or after the Closing (all such Liabilities not being assumed herein referred to as the “**Excluded Liabilities**”). The Sellers shall remain fully and solely responsible for all Excluded Liabilities. Without limiting the generality of the foregoing, the Excluded Liabilities shall include the following (provided that the only Excluded Liabilities related to Taxes shall be the Liabilities in Section 2.4(c)):

(a) all (i) Indebtedness of the Sellers or any of their Affiliates, (ii) notes and accounts payable of the Sellers and their Affiliates; and (iii) intercompany indebtedness of the Sellers or any of their Subsidiaries owed to any Affiliate of such Person;

(b) all Liabilities of the Sellers or any of their Subsidiaries relating to or arising under any (i) Excluded Asset, including any Excluded Contract, or (ii) the Other Business or any other business of the Sellers or any of their Subsidiaries other than the Business;

(c) all Seller Taxes;

(d) all Liabilities of the Sellers under this Agreement;

(e) any transaction expenses of the Sellers or any of their Subsidiaries, including the fees and costs of legal and financial advisors to the Sellers or any of their Subsidiaries in connection with the Transactions and the cost of any retention bonuses implemented by the Sellers or any of their Subsidiaries;

(f) all Liabilities of the Sellers or any of their Subsidiaries arising by reason of any violation or alleged violation of any Law;

(g) all Liabilities of the Sellers or any of their Subsidiaries arising out of or related to any breach or alleged breach by the Sellers or any of their Subsidiaries of any Contract, regardless of when any such Liability is asserted, other than the Determined Cure Costs;

(h) all Liabilities arising out of or relating to any Action with respect to the Business relating to any period at or prior to the Closing;

(i) all Liabilities of the Sellers or any of their Subsidiaries arising out of, relating to or resulting from (i) the employment or engagement or termination of employment or engagement of any current or former employees, workers or individual service providers, contractors or consultants of the Sellers or their Subsidiaries (other than Continuing Employees or Continuing Contractors), whenever incurred, including Liabilities incurred for earned but unused paid time off benefits as of the Closing or any severance or termination Liabilities (other than severance or termination Liabilities for Continuing Employees or Continuing Contractors exclusively arising due to the execution of employment transfer as part of the Transactions or after the Closing Date), and (ii) the employment or engagement or termination of employment or engagement of any Continuing Employee or Continuing Contractor arising on or prior to the Closing Date (unless otherwise agreed under Section 7.4 for severance pay arising due to the execution of employment transfer as part of the Transactions);

(j) all Liabilities of the Sellers or any of their Subsidiaries arising out of, relating to or resulting from any Seller Benefit Plan, whenever incurred, and any Liabilities arising out of or relating to the Sellers or any of their Subsidiaries being an ERISA Affiliate with any other Person;

(k) any infringement or alleged infringement of the rights of any other Person arising out of the use of or other activities related to any of the Seller IP on or prior to the Closing Date, or at any time arising from or related to Excluded Intellectual Property;

(l) Liabilities of the Sellers or any of their Subsidiaries for any claims made for injury to Persons or damage to property, whether made in product liability, tort, breach of warranty or otherwise, to the extent arising out of or resulting from any act or omission on or prior to the Closing Date of the Sellers or any of their Subsidiaries or their agents, representatives or employees, or any product manufactured or sold by the Sellers or any of their Affiliates on or prior to the Closing Date;

(m) Liabilities of the Sellers or any of their Subsidiaries arising under, in relation to, or pursuant to, any Environmental Law where the facts, events, or conditions underlying such Liability occurred or existed on or prior to the Closing Date, irrespective of whether such liability (i) attaches to the Sellers or any of their Subsidiaries, or Purchaser, in the first instance, or (ii) arises prior to, on or after the Closing Date; and

(n) all other Liabilities listed on Schedule 2.4(n).

**2.5 Nontransferable Assets**(a) . Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Transferred Asset or any claim, right or benefit arising thereunder or resulting therefrom if an attempted assignment or transfer thereof, without the Consent of a third party (including any Governmental Authority) (after giving effect to the Sale Order or any other applicable Order of the Bankruptcy Court that effects such transfer without any required Consents), would constitute a breach or other contravention thereof or a violation of Law (each, a “**Non-Transferred Asset**”), unless and until such Consent is obtained or to the extent a Work-around has been implemented that does not constitute a breach or other contravention of Non-Transferred Asset. Prior to the Closing, the Sellers shall use commercially reasonable efforts to obtain any Consents required to assign to Purchaser any Transferred Asset that requires the Consent of a third party, without any conditions to such transfer or changes or modifications of terms thereunder. If any such Consent is not obtained prior to the Closing, then following the Closing (a) Purchaser and the Sellers shall, for a period of six (6) months following the Closing, use their commercially reasonable efforts to secure such Consent as promptly as practicable after the Closing, and (b) the Sellers shall cooperate with Purchaser (each at its own expense) in any lawful and commercially reasonable arrangement reasonably proposed by Purchaser and reasonably agreed by the Sellers (a “**Work-around**”) under which (i) Purchaser shall obtain (without infringing upon the legal rights of such third party or violating any applicable Law) the economic claims, rights and benefits under the Non-Transferred



Asset with respect to which the Consent has not been obtained in accordance with this Agreement, (ii) Purchaser shall, to the extent an Assumed Liability, assume any related economic burden with respect to the Non-Transferred Asset with respect to which the Consent has not been obtained in accordance with this Agreement and (iii) the Sellers shall use commercially reasonable efforts to enforce for the benefit of Purchaser any and all rights thereunder. Upon the receipt after the Closing of any Consent applicable to any Non-Transferred Asset, the Parties shall cooperate in good faith to transfer such Non-Transferred Asset to Purchaser as promptly as practicable in accordance with the terms of this Agreement, without any additional payment by Purchaser.

**2.6 Closing.** The closing of the Transactions (the “**Closing**”) will take place remotely by electronic exchange of documents on the date (the “**Closing Date**”) that is two (2) Business Days after the date on which all of the conditions set forth in Article 8 (excluding conditions that, by their terms, are to be satisfied at the Closing, but subject to the satisfaction or waiver of all such conditions at the Closing), have been satisfied or waived by the Party entitled to the benefit of the same, unless another time or date is agreed to in writing by the Parties. Except as otherwise set forth herein, all proceedings to be taken and all documents to be executed and delivered by all Parties at the Closing will be deemed to have been taken and executed simultaneously. For purposes of this Agreement, from and after the Closing, the Closing shall be deemed to have occurred at 11:59 p.m. (Eastern Time) on the Closing Date.

**2.7 Closing Deliveries of the Parties.** At or prior to the Closing:

(a) (i) Purchaser and the Sellers, as applicable, shall execute and deliver the Bill of Sale and Assignment and Assumption Agreement, IP Assignment and the Transition Services Agreement.

(b) Purchaser shall deliver, or cause to be delivered, to the Casa Seller or the applicable Person each of the following:

(i) a certificate, dated as of the Closing Date, executed by or on behalf of Purchaser as to the satisfaction of the conditions set forth in Section 8.3(a) and Section 8.3(b);

(ii) payment of the closing payment pursuant to Section 2.8(a) and payment of the Determined Cure Costs pursuant to Section 5.3(c);

(iii) a duly executed counterpart to each of the Related Documents to which Purchaser is a Party (other than the Escrow Agreement and the Deposit Agreement); and

(iv) such other instruments of assumption and other instruments or documents, including bills of sale and/or assignment and assumption agreements, in form and substance reasonably acceptable to the Casa Seller, as may be necessary to effect Purchaser’s assumption of the Assumed Liabilities and the assignment of any Transferred Assets in accordance with the requirements of applicable Law and this Agreement, in each case duly executed by Purchaser.

(c) the Casa Seller shall deliver, or cause to be delivered, to Purchaser or the applicable Person each of the following:

- (i) a certificate, dated as of the Closing Date, executed by or on behalf of the Casa Seller as to the satisfaction of the conditions set forth in Section 8.2(a) and Section 8.2(b);
- (ii) an IRS Form W-9 with respect to the Casa Seller and the appropriate IRS Form W-8 with respect to each International Seller, duly completed and executed;
- (iii) a copy of the Sale Order as entered by the Bankruptcy Court, vesting the Transferred Assets in Purchaser Free and Clear;
- (iv) a duly executed counterpart to each of the Related Documents to which each Seller is a party (other than the Escrow Agreement and the Deposit Agreement);
- (v) with respect to each of the Andover Leased Real Property, the Limerick Leased Real Property and the Guangzhou Leased Real Property, in Purchaser's reasonable discretion either (A) a consent to assignment from the landlord under such Lease consenting to the transfer of the applicable Seller's interest in such Lease to Purchaser (or its designated Affiliate) or (B) an Occupancy Agreement, together with a consent of the Landlord under such Lease permitting such Occupancy Agreement (to the extent such consent is required by the terms of the Lease or applicable Law);
- (vi) possession of substantially all of the Transferred Assets and including the Transferred Assets necessary to operate the Business in the ordinary course, to the extent not located at the Transferred Leased Real Property; and
- (vii) such other instruments of assumption and other instruments or documents, including bills of sale and/or assignment and assumption agreements, in form and substance reasonably acceptable to Purchaser, as may be necessary for the effective assignment of any Transferred Assets to Purchaser in accordance with the requirements of applicable Law and this Agreement, in each case duly executed by the Sellers or their Affiliates.

(d) Casa Ireland shall deliver, or cause to be delivered, to Purchaser or the applicable Person each of the following:

- (i) a valid Irish tax reference number for Casa Ireland for the purposes of the Stamp Duty (E stamping of Instruments and Self-Assessment) Regulations 2012 (including evidence reasonably satisfactory to Purchaser allowing it to verify the accuracy of the numbers provided); and
- (ii) either a certificate of the kind described in section 980 of the Taxes Consolidation Act 1997 (a "***Tax Clearance Certificate***") or written confirmation from the statutory auditors of Casa Ireland addressed to (and in a form reasonably satisfactory to) Purchaser that a Tax Clearance Certificate is not required for the sale of the Transferred Assets and the Irish Assets and Business.

## 2.8 **Purchase Price; Assumed Liabilities; Deposit.**

(a) At the Closing, upon the terms and subject to the conditions set forth herein, in full consideration for the sale, transfer, conveyance, assignment and delivery of the Transferred Assets to Purchaser, Purchaser shall pay to the Casa Seller (on behalf of all of the Sellers) an aggregate purchase price equal to (A) the Base Amount, minus (B) the Deposit Escrow Amount, and the Deposit Escrow Amount shall be released to the Casa Seller (on behalf of all of the Sellers) by the Escrow Agent pursuant to Section 2.8(c) (collectively, including the Deposit Escrow Amount, the “**Purchase Price**”), by irrevocable wire transfer of immediately available funds in accordance with payment instructions delivered by the Casa Seller to Purchaser at least three (3) Business Days prior to the Closing.

(b) At the Closing, on the terms and subject to the conditions set forth in this Agreement, Purchaser will assume and become responsible for the Assumed Liabilities.

(c) Within one (1) Business Day of the execution of this Agreement, Purchaser shall deposit (or cause to be deposited) an aggregate amount equal to the Deposit Escrow Amount into the Deposit Escrow Account to be established and maintained by Escrow Agent pursuant to the Escrow Agreement. The Deposit Escrow Amount shall be distributed as follows:

(i) if the Closing occurs, (A) the Casa Seller and Purchaser shall deliver a joint written instruction to the Escrow Agent in accordance with the Escrow Agreement instructing the Escrow Agent to release from the Deposit Escrow Account the entire Deposit Escrow Amount to the Casa Seller (on behalf of all of the Sellers), by irrevocable wire transfer of immediately available funds, to an account designated by the Casa Seller to the Escrow Agent, and (B) the Deposit Escrow Amount shall be delivered to the Casa Seller (on behalf of all of the Sellers) at Closing and credited against the amount required to be paid by Purchaser to the Casa Seller at Closing in accordance with Section 2.8(a);

(ii) if this Agreement is terminated by the Casa Seller in accordance with the terms of this Agreement pursuant to Section 9.1(e), (A) the Casa Seller and Purchaser shall deliver a joint written instruction to the Escrow Agent in accordance with the Escrow Agreement instructing the Escrow Agent to release from the Deposit Escrow Account the entire Deposit Escrow Amount to the Casa Seller (on behalf of all of the Sellers), by irrevocable wire transfer of immediately available funds, to an account designated by the Casa Seller to the Escrow Agent and (B) the Deposit Escrow Amount, which shall constitute liquidated damages (and not a penalty) shall be delivered to the Casa Seller (on behalf of all of the Sellers) within two Business Days following delivery of such joint written instruction; or

(iii) if this Agreement is terminated in accordance with the terms of this Agreement for any reason other than by the Casa Seller pursuant to Section 9.1(e), (A) the Casa Seller and Purchaser shall deliver a joint written instruction to the Escrow Agent in accordance with the Escrow Agreement instructing the Escrow Agent to release from the Deposit Escrow Account the entire Deposit Escrow Amount to Purchaser, by irrevocable wire transfer of immediately available funds, to an account designated by Purchaser to the Escrow Agent, and (B) the Deposit Escrow Amount shall be delivered to Purchaser within two Business Days following delivery of such joint written instruction.

**2.9 *Transfer Taxes*.** It is the intention of Purchaser and the Sellers that any Transactions closing after the Petition Date be exempt from all transfer, documentary, sales, use, excise, stock transfer, stamp, recording, registration and other similar taxes, levies and fees (including any penalties, fines and interest), together with any conveyance fees, recording charges and other similar fees and charges, incurred in connection with this Agreement and the Transactions other than Irish stamp duty provided to be for the account of Purchaser under Section 2.10 (collectively, “***Transfer Taxes***”) pursuant to Section 1146(a) of the Bankruptcy Code. Purchaser and the Sellers shall cooperate in good faith to minimize, to the extent permissible under applicable Law, the amount of any Transfer Taxes due with respect to the Transactions. Subject always to the provisions of Section 2.10, in the event any Transfer Taxes are required to be paid with respect to the Transactions, the Sellers shall be responsible and liable for such Transfer Taxes and shall indemnify, defend and hold harmless Purchaser against any such Transfer Taxes; provided always that, notwithstanding any other provision of this Agreement, the Purchaser shall be solely responsible for payment and shall promptly pay when due any stamp duty payable under the laws of Ireland. The Casa Seller shall prepare and timely file, or cause to be prepared and timely filed, any required Tax Return with respect to any such Transfer Taxes and promptly provide a copy of such Tax Return to Purchaser for review and comment. The Sellers and Purchaser shall, and shall cause their respective Affiliates to, cooperate to timely prepare and file any Tax Returns or other filings relating to such Transfer Taxes. To the extent Purchaser is required to remit any such Transfer Tax, at least three Business Days before the due date for the payment of any such Transfer Tax, the Casa Seller shall wire in immediately available funds such Transfer Taxes to Purchaser to ensure timely payment.

**2.10 *Irish Stamp Duty and VAT*.** For the avoidance of doubt, and notwithstanding anything to the contrary in Section 2.9 or elsewhere in this Agreement, the Parties agree and acknowledge that:

(a) The Irish Assets and Business shall be identified and disclosed by the Sellers to Purchaser, prior to Purchaser providing the Proposed Allocation Statement, as part of and pursuant to the provisions of Section 2.11 and, in each case, shall be set out in the allocation of the Purchase Price, Assumed Liabilities, and any other items that are treated as consideration paid by Purchaser to such assets, in such detail as Purchaser may require for Irish tax purposes.

(b) Purchaser shall purchase, assume and accept from Casa Ireland, and Casa Ireland shall sell, transfer, assign, convey and deliver (or shall cause the sale, transfer, assignment, conveyance and delivery) to Purchaser (or an entity nominated by Purchaser) the Irish Assets and Business upon the terms and subject to the conditions set forth in this Agreement, as the same shall exist on the Closing Date.

(c) Purchaser shall be solely responsible to pay all and any stamp duty that is payable under the laws of Ireland arising in respect of the entering into of this Agreement and the Transactions.

(d) Where title to the Irish Assets and Business (or any one of them, as applicable) is capable of transfer by delivery, the Parties intend that it shall so transfer by delivery.

(e) The Purchase Price payable for the Irish Assets and Business shall be exclusive of any applicable VAT. VAT on the supply of the Irish Assets and Business shall be dealt with as follows:

(i) if the Purchaser of the Irish Assets and Business is registered for VAT in Ireland, the Parties shall co-operate to ensure that the completion of the sale by Casa Ireland of the Irish Assets and Business shall constitute a sale of a business and shall use all reasonable endeavors to secure that the completion of the sale and purchase of the Irish Assets and Business under this Agreement is treated as neither a supply of goods nor a supply of services for the purposes of Irish VAT in accordance with Sections 20(2)(c) and 26(2) of the VAT Consolidation Act, 2010 of Ireland such that no Irish VAT shall be chargeable in respect of the sale and purchase under this Agreement; or

(ii) if the completion of the sale and purchase of the Irish Assets and Business on Closing is treated as a supply of goods or services for the purposes of Irish VAT or if the Purchaser of the Irish Assets and Business is not duly registered for VAT in Ireland, the Purchaser shall be liable, on receipt of a valid VAT invoice from Casa Ireland, to pay to Casa Ireland the applicable VAT on that part of the Purchase Price that is attributable to the Irish Assets and Business pursuant to Section 2.11(a).

(iii) Casa Ireland represents and undertakes that, at Closing, it will be an accountable person (for the purposes of section 26(2)(a) of the VAT Consolidation Act, 2010 of Ireland) and warrants that it is duly registered for VAT.

(iv) If any amount paid by Purchaser to a Seller in respect of VAT pursuant to this Agreement is subsequently found to have been paid in error, and the Seller has not already accounted for such VAT to the relevant Governmental Authority, that Seller will promptly repay such amount to Purchaser within ten (10) Business Days of such error being discovered and, if the Seller has already so accounted to the relevant Governmental Authority, then the Seller will use all reasonable endeavors to obtain repayment of it from the relevant Governmental Authority and, promptly on receiving payment from that Governmental Authority, will pay to Purchaser the amount so repaid.

#### **2.11 Allocation of Purchase Price.**

(a) Reasonably promptly after the Closing Date, but no later than 90 days thereafter, Purchaser will prepare and deliver to the Casa Seller, an allocation schedule setting forth the Purchase Price, Assumed Liabilities, and any other items that are treated as consideration paid by Purchaser for applicable Tax purposes to be allocated among the Transferred Assets, pursuant to (and to the extent necessary to comply with) Section 1060 of the Code and the applicable regulations promulgated thereunder (the “**Proposed Allocation Statement**”). The Casa Seller will have 20 Business Days following delivery of the Proposed Allocation Statement during which to notify Purchaser in writing (an “**Allocation Notice of Objection**”) of any objections to the Proposed Allocation Statement, setting forth in reasonable detail the basis of its objections. If

the Casa Seller submits an Allocation Notice of Objection, then for 20 Business Days after the date that Purchaser receives the Allocation Notice of Objection, Purchaser and the Casa Seller will use their commercially reasonable efforts to agree on the allocations in good faith. If the Parties fail to agree within 20 Business Days of such notice, the unresolved allocations will be submitted to an independent, nationally recognized accounting firm mutually agreeable to the Parties, which firm will be instructed to determine its best estimate of the allocation schedule based on its determination of the unresolved allocations and provide a written description of the basis for its determination within 45 Business Days after submission. The allocations determined by such accounting firm (or those on the Proposed Allocation Statement to the extent the Casa Seller fails to deliver an Allocation Notice of Objection in accordance with this Section 2.11(a)) will be conclusive and binding on all Parties and will become the “**Final Allocation Statement**.” If applicable, the fees and expenses of such accounting firm will be paid by and apportioned between the Parties based on the aggregate dollar amount in dispute and the relative recovery as determined by the accounting firm (such that, by way of example, if the amount in dispute is \$100 and it is resolved \$70 in favor of the Purchaser and \$30 in favor of the Casa Seller, then the Casa Seller would bear 70% of the fees and expenses of such accounting firm and Purchaser would bear 30% of the fees and expenses).

(b) Except to the extent otherwise required by a “determination” within the meaning of Section 1313(a) of the Code, or as agreed to between the Parties as a result of any proposed assessment or reassessment by a relevant Governmental Authority, the Casa Seller and Purchaser and their respective Affiliates will file Tax Returns (including IRS Form 8594) consistent with the Final Allocation Statement and none of the Casa Seller, Purchaser or their respective Affiliates will take any position in connection with Taxes that is inconsistent with the Final Allocation Statement.

**2.12 Escrow Account.** At the Closing, the Deposit Escrow Amount shall be used to satisfy a portion of the payment obligations of Purchaser pursuant to Section 2.8(c), otherwise the Deposit Escrow Amount shall be released to Purchaser or the Casa Seller pursuant to Section 2.8(c). Upon the final release of all of the Deposit Escrow Amount pursuant to the terms of this Agreement and the Escrow Agreement, the Escrow Agreement shall automatically terminate. Any fees owed to the Escrow Agent shall be borne twenty five percent (25%) by Purchaser, twenty five percent (25%) by the Other Purchaser and fifty percent (50%) by the Casa Seller. The Deposit Escrow Amount shall be held in trust for the benefit of the Casa Seller and shall not be subject to any Lien, attachment, trustee process or any other judicial process of any creditor of any Party and shall be held and disbursed solely for the purposes of and in accordance with the terms of this Agreement and the Escrow Agreement.

**2.13 Further Assurances.** From time to time following the Closing, the Parties will execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and will take such further actions, as may be reasonably necessary or appropriate to assure fully to Purchaser and its successors and 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 the Sellers and their successors and assigns, the assumption of the Assumed Liabilities intended to be assumed by Purchaser under this Agreement, and to otherwise make effective the Transactions.

2.13 ***Withholding.*** Purchaser shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement such amounts as Purchaser is required to deduct and withhold under the Code, or any Tax law, with respect to the making of such payment; provided, that Purchaser and its Affiliates shall use commercially reasonable efforts to provide advance notice of any such intent by them to deduct or withhold to Casa Seller, and Purchaser and its Affiliates shall cooperate in good faith with the Casa Seller to reduce or eliminate any such deduction or withholding. To the extent that amounts are so withheld and paid to the applicable Governmental Authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction and withholding was made.

### **ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE SELLERS**

Except as disclosed in a document herewith delivered by the Sellers to Purchaser, the Sellers hereby make the representations and warranties contained in this Article 3 to Purchaser as of the date hereof and as of the Closing:

3.1 ***Organization, Good Standing and Other Matters.*** Each of the Sellers and each of its Subsidiaries is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization. Subject to the necessary authority of the Bankruptcy Court, the Sellers have the requisite corporate power and authority to operate the Business and necessary to own, lease or operate the properties and assets owned, leased or operated by it to carry on the Business as now being conducted. Each of the Sellers and each of its Subsidiaries is duly qualified to do business as a foreign corporation or limited liability company and in good standing in each jurisdiction in which the nature of the Business as currently conducted by it or the property owned or leased by it makes such qualification necessary, except where the failure to be so qualified would not, individually or in the aggregate, have a Material Adverse Effect.

3.2 ***Authority and Enforceability.*** Subject to Bankruptcy Court approval, to the extent required, each of the Sellers have all requisite corporate or limited liability company (as the case may be) power and authority to execute and deliver this Agreement and each of the Related Documents to which it is (or at Closing, will be) a party and to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance of this Agreement and each of the Related Documents to which the Sellers or any of their Subsidiaries is (or at Closing, will be) a party thereto, and the consummation by the Sellers and their Subsidiaries of the Transactions, have been duly authorized and approved by all necessary corporate or limited liability company (as the case may be) action on the part of the Sellers and are subject to the approval of the Bankruptcy Court. This Agreement has been, and each Related Document will be, at or prior to the Closing, duly executed and delivered by the Sellers, assuming the due execution and delivery by Purchaser, and subject to the approval of the Bankruptcy Court, constitutes a valid and binding obligation of the Sellers, enforceable against it in accordance with its respective terms, except to the extent that such enforceability may be subject to, and limited by, the Enforceability Exceptions.

**3.3 No Conflict; Required Filings and Consents.** Except (a) as required by any Antitrust Laws that require the consent, waiver, approval, Order or Permit of, or declaration or filing with, or notification to, any Person or Governmental Authority, (b) such filings as may be required in connection with the Transfer Taxes described in Section 2.9 and (c) as otherwise set forth on Schedule 3.3, the execution and delivery of this Agreement by the Sellers does not and the execution and delivery of the Related Documents by the Sellers will not, and the consummation of the Transactions hereby and thereby will not (i) violate the provisions of the Organizational Documents of the Sellers, (ii) subject to the entry of the Sale Order or any other Order required by the Bankruptcy Court in connection with the Transactions, violate or conflict with any Law or Order to which the Sellers, the Business and the Transferred Assets are subject, (iii) require the Sellers to obtain any Consent, or give any notice to, or make any filing with, any Governmental Authority (except as required by the Bankruptcy Code or the Sale Order), (iv) subject to the entry of the Sale Order or any other Order required by the Bankruptcy Court in connection with the Transactions, result in a breach of or constitute a default (with or without due notice or lapse of time or both), give rise to any right of termination, cancellation or acceleration under, or require the Consent of any third party to, any Potential Assigned Contract or Seller Permit or (v) subject to the entry of the Sale Order or any other Order required by the Bankruptcy Court in connection with the Transactions, result in the imposition or creation of any Lien upon or with respect to any of the assets or properties of the Sellers or with respect to the Business; excluding from the foregoing clauses (ii) through (v) any Consents, approvals, notices and filings the absence of which, and violations, breaches, defaults, rights of acceleration, cancellation or termination, and Liens, the existence of which would not, individually or in the aggregate, have a Material Adverse Effect.

**3.4 Compliance With Laws; Permits.**

(a) Except as set forth on Schedule 3.4(a), (i) the Sellers are conducting, and have conducted for the past three (3) years, the Business in compliance in all material respects with all Laws applicable to the Business and (ii) the Sellers have not received any written notice in the past three (3) years of any material violations of or material Liability pursuant to any Law applicable to its conduct of the Business.

(b) Except as set forth on Schedule 3.4(b), (i) the Sellers possess, and for the past three (3) years have possessed, all Permits required for the operation of the Business as conducted (the “***Seller Permits***”), except for the failure to possess Permits that are not material to the operation of the Business as conducted, and (ii) the Sellers have not received any written notice of any cancellation, suspension, revocation, modification, invalidation or non-renewal of any Permit in the past three (3) years.

(c) The Sellers have not caused, permitted or allowed, nor does any Seller have any Knowledge of, any Release or threatened Release of Hazardous Substances for which the Sellers may have Liability pursuant to any Environmental Law.

**3.5 Litigation.** Except for the Bankruptcy Cases and as set forth on Schedule 3.5, there is no Action or Order pending, outstanding, or, to the Seller’s Knowledge, threatened, against or by any Seller or otherwise relating to the Business, the Transferred Assets or the Assumed Liabilities. Except as otherwise set forth on Schedule 3.5, none of the Actions or Orders set forth on Schedule 3.5, if determined adversely to the Sellers, (a) would be material to the Business, affect the Transferred Assets in any material respect after the entry of the Sale Order or reasonably



be expected to give rise to any material Liability of Purchaser or be materially adverse to the ownership or use by Purchaser of the Transferred Assets after the Closing, as such Transferred Assets are presently owned and used (or held for use) by the Sellers, as applicable, (b) would challenge the validity or enforceability of the obligations of the Sellers under this Agreement or any Related Document to which a Seller is or will be a party or (c) is against a Seller and seeks to prevent, restrain, materially delay, prohibit or otherwise challenge the consummation, legality or validity of the transactions contemplated hereby or by any of the other Related Documents. There is no Order enjoining the Sellers from engaging in or continuing any conduct or practice, or requiring the Sellers to take any material action, in connection with the ownership, lease, possession, use or operation of the Transferred Assets owned or held by any Seller, and no Seller is subject to any outstanding Order relating to the Business, the Transferred Assets, or Assumed Liabilities.

### **3.6 Real Property; Personal Property.**

(a) No Seller nor any Subsidiary owns any real property related to the Business.

(b) Schedule 3.6(b) sets forth a complete and correct list and description of all real property that is leased by a Seller or any Subsidiary and used in the conduct of the Business, the Leases pursuant to which such real property is leased, together with any right, title and interest of the Sellers in and to the property described therein and the leasehold estates created thereby and subject to the terms, conditions, covenants and obligations set forth in the applicable instruments (the “**Leased Real Property**”). Except as set forth on Schedule 3.6(b), (i) the Sellers are not in material default under any of the Leases, (ii) no written notice of any default under any Lease, which default remains uncured, has been sent or received by the Sellers, and (iii) no conditions or circumstances exist which, with the lapse of time or the giving of notice, or both, would constitute a default or breach under the Lease. The Sellers have not leased, subleased, assigned, licensed or otherwise granted to any Person the right to use or occupy any portion of any of the Leased Real Property. The Sellers have not collaterally assigned or granted any other security interest in any Lease. The Sellers, as applicable, have valid leasehold interests in and exclusive possession of each parcel Leased Real Property, other than the Permitted Liens. To the Seller’s Knowledge, there are no material structural defects (whether latent or patent) relating to any of the Leased Real Property, and there is no material physical damage to any of the Leased Real Property for which there is no insurance in effect. All equipment comprising a part of any Leased Real Property for which the Sellers are liable pursuant to the applicable Lease is in good working order and condition.

(c) Schedule 3.6(c) sets forth a list of all leases of tangible assets and other personal property of the Sellers and any Subsidiary and used in the conduct of the Business as of the date hereof involving annual payments in excess of \$50,000. A Seller or a Subsidiary, as applicable, has good and valid title to, or in the case of leased tangible assets and other personal property, a valid leasehold interest in (or other right to use), all of the material tangible assets and other personal property that are necessary and sufficient for the Sellers to conduct the Business, which shall be sold, in each case, Free and Clear to the maximum extent permitted by Section 363(f) of the Bankruptcy Code (other than Permitted Liens). All such material tangible assets and other personal property are in good condition and repair, normal wear and tear excepted, and in the exclusive possession and control of a Seller or its Subsidiaries, and no other Person is entitled to any portion of such tangible assets or personal property.

(d) Except solely to the extent assets are excluded as of the Closing from Transferred Assets as a result of Purchaser electing to designate a Transferred Asset as an Excluded Asset under Section 2.2, or electing not to designate a Potential US Assigned Contract as a Designated US Contract under Section 5.3(b), the Transferred Assets constitute all of the assets necessary and sufficient to conduct the Business in substantially the same manner immediately following the Closing as conducted on the date hereof.

**3.7 Assigned Contracts.** With respect to the Potential Assigned Contracts, except as set forth on Schedule 3.7 and except for any payment defaults by the Sellers, (i) as of the Petition Date, except as a result of, or arising in connection with, the filing of the Bankruptcy Cases, the Sellers have not received any written notice of any default or event that (with due notice or lapse of time or both) would constitute a default by the Sellers under any Potential Assigned Contract, other than defaults that have been cured or waived in writing or would not reasonably be expected to be material to the Business, (ii) each Potential Assigned Contract is a legal, valid and binding obligation of the Sellers and is in full force and effect (except to the extent subject to, and limited by, the Enforceability Exceptions), and (iii) to the Seller's Knowledge, no other party to any Potential Assigned Contract is (with or without the lapse of time or the giving of notice, or both) in material breach of or in material default under any Potential Assigned Contract, and (iv) to Seller's Knowledge, no event has occurred or not occurred, and no condition exists, as a result of the action or inaction of the Sellers or the action or inaction of any third party which, with the passage of time or the giving of notice, or both, will, or would reasonably be expected to, (A) constitute a material default under or a material violation of any Potential Assigned Contract, (B) cause the acceleration of any obligation of the Sellers or, to Seller's Knowledge, any other party thereto or the creation of a Lien upon any Transferred Asset or (C) give any Person the right to cancel, terminate or modify any Potential Assigned Contract. The Sellers have made available to Purchaser true, correct and complete copies of each of the Potential Assigned Contracts listed on Schedule 3.7, together with all amendments thereto.

**3.8 Brokers and Finders.** Except as set forth on Schedule 3.8, neither the Sellers nor any of their Affiliates have, directly or indirectly, entered into any agreement with any Person, or otherwise incurred any obligation or liability, contingent or otherwise, that would obligate the Sellers or any of their Affiliates to pay any commission, brokerage fee, "finder's fee" or other similar payments in connection with the Transactions.

**3.9 Employees and Employee Benefit Plans.**

(a) Each Seller Benefit Plan is listed on Schedule 3.9(a) (other than, (i) with respect to any Scheduled Employee or Scheduled Contractor located in the United States, any employment agreement, offer letter or consulting agreement that may be terminated without any payment or penalty upon no more than sixty (60) days' notice, and (ii) with respect to any Scheduled Employee or Scheduled Contractor located outside the United States, any employment agreement, offer letter, consulting agreement or equity incentive award agreement that does not materially differ from the form of employment agreement, offer letter, or equity incentive award agreement used for the Scheduled Employees or Scheduled Contractors in their applicable

jurisdiction and provided to Purchaser). (i) Each Seller Benefit Plan (including any related trust) has been established, operated and administered in all material respects in compliance with its terms and all applicable Laws, including, as applicable in the circumstances, ERISA and the Code, the PRC Labor Law, and similar federal Laws, (ii) each Seller Benefit Plan that is subject to ERISA and that is intended to be qualified under Section 401(a) of the Code has been determined by the IRS to be qualified under Section 401(a) of the Code or is based on a prototype or volume submitter form of plan that has obtained a favorable IRS opinion letter and, to the Knowledge of Sellers, nothing has occurred that would adversely affect the tax qualification of any such Seller Benefit Plan, (iii) there are no Actions (other than routine, non-contested claims for benefits) pending or, to Seller's Knowledge, threatened against the Seller Benefit Plans, or any administrator or fiduciary thereof, which could result in any material Liability, and (iv) no Seller, Subsidiary or ERISA Affiliate thereof sponsors or has sponsored, maintains or has maintained, contributes to or has contributed to, or has any Liability with respect to (A) a plan that is subject to Section 412 of the Code or Section 302 or Title IV of ERISA, (B) any "multiemployer plans" within the meaning of Section 3(37) of ERISA, whether or not subject to ERISA, (C) a "multiple employer plan" as defined in Section 413 of the Code, or (D) a "multiple employer welfare arrangement" as defined in Section 3(40) of ERISA. None of the Sellers, any Subsidiary or any of their ERISA Affiliates provides, nor have they at any time provided, coverage under any welfare plan (as defined in 3(1) of ERISA) to any of their former employees, other than any continuation or conversion coverage required by Law.

(b) Except as set forth on Schedule 3.9(b), the execution and performance of this Agreement will not (i) constitute a stated triggering event under any Seller Benefit Plan that will result in any payment (whether of severance pay or otherwise) becoming due to any employee of the Sellers or their Subsidiaries for which Purchaser will have any liability, (ii) accelerate the time of payment or vesting or increase the amount of compensation due under any Seller Benefit Plan for which Purchaser will have any liability, (iii) cause any individual to accrue or receive additional benefits, service or accelerated rights to payment of benefits under any Seller Benefit Plan for which Purchaser will have any liability, or (iv) result in any payments that could cause the loss of a deduction to Purchaser under Section 280G of the Code.

(c) With respect to each Seller Benefit Plan that is required to be registered under the Laws of a jurisdiction outside the United States or in which any employee or worker of the Sellers who is employed outside the United States is a participant (each, a "**Non-U.S. Benefit Plan**"), (i) employer and employee contributions required by applicable Law or by the terms of such Non-U.S. Benefit Plan or pursuant to any other contractual obligation (including contributions to all mandatory provident fund schemes) have been made in all material respects in accordance with applicable Law; (ii) each Non-U.S. Benefit Plan is in material compliance with applicable Law; and (iii) each Non-U.S. Benefit Plan required to be registered has been so registered and has been maintained in good standing with applicable regulatory authorities.

(d) The Sellers and their Subsidiaries are not a party to or bound by any collective bargaining agreement. No organizational effort is presently being made or threatened by or on behalf of any labor union with respect to employees of the Sellers or their Subsidiaries. The Sellers and their Subsidiaries are not engaged in any unfair labor practice (as defined by the National Labor Relations Act or similar Laws of jurisdictions outside the United States) and there is (i) no unfair labor practice charge or complaint pending or, to Seller's Knowledge, threatened

against the Sellers or their Subsidiaries before the National Labor Relations Board, and no grievance or arbitration proceeding arising out of or under any collective bargaining agreement is so pending, or to Seller's Knowledge, so threatened, (ii) no strike, labor dispute, slow down or work stoppage pending or, to the Seller's Knowledge, threatened against the Sellers or their Subsidiaries, and (iii) no union representation question, petition or proceeding existing with respect to the employees of the Sellers or their Subsidiaries.

(e) The Sellers or their Subsidiaries have complied in all material respects with all applicable Laws relating to labor, labor relations, and employment, including, without limitation, any provisions relating to equal employment opportunity, wages, hours, overtime regulation, employee safety and health, immigration control, drug testing, termination pay, vacation pay, fringe benefits, collective bargaining and the payment and/or accrual of the same and all taxes, social insurance, housing funds, insurance and all other costs and expenses applicable thereto. Since January 1, 2021, there have not been any allegations, charges, or complaints concerning employment discrimination, wage payment, overtime obligations, vacation pay or other issues pertaining to unlawful employment practices pending, or, to Seller's Knowledge, threatened, against the Sellers or their Subsidiaries, nor, to Seller's Knowledge, is there any basis for any such allegation, charge or complaint. Since January 1, 2021, neither the Sellers nor their Subsidiaries have experienced a "plant closing" or "mass layoff" (as defined in the Worker Adjustment and Retraining Notification Act of 1988, as amended (the "**WARN Act**"), the PRC Labor Law, and any similar state or local law, including any collective redundancy in Ireland or equivalent process in any other EU country) with respect to which there is any unsatisfied Liability.

### 3.10 *Intellectual Property.*

(a) Schedule 3.10(a) contains a complete and accurate list of each item of the following Transferred Intellectual Property: (i) Transferred Intellectual Property that is registered, issued or subject to a pending application for registration or issuance before any Governmental Authority or internet domain name registrar, and includes, where applicable, the jurisdiction, owner name (record and beneficial), issuance, title, and registration or application number and date ("**Registered IP**"); (ii) Transferred Intellectual Property that is a material unregistered or common law trademark or service mark; and (iii) material Seller Software. Each item of Registered IP has not been abandoned, cancelled, or challenged by any Person, and all requisite filings, renewals, and payments have been made, including with Governmental Authorities and other authorized registrars, and, to Seller's Knowledge, are valid, enforceable, and subsisting in all material respects. All applications for registrations of Registered IP are pending and in good standing.

(b) The Sellers: (i) exclusively own all right, title, and interest in and to the Transferred Intellectual Property free and clear of all Liens (except Permitted Liens); (ii) exclusively own all right, title, and interest in and to the Purchaser Licensed IP, and have all right, authority, and power necessary to grant to Purchaser the licenses to the Purchaser Licensed IP granted under Section 7.6; and (iii) are, in all material respects, licensed or otherwise have the right to use or exploit under Contracts the Third Party IP in the conduct of the Business as currently conducted. The Sellers have not permitted any Registered IP to lapse or for any material Transferred Intellectual Property to enter the public domain, nor have they granted to any Person any right to bring any Action arising out of or related to infringement, misappropriation, or other violation of any Transferred Intellectual Property.

(c) Except solely to the extent Intellectual Property rights are excluded as of the Closing from Seller IP as a result of Purchaser electing to designate a Transferred Intellectual Property as an Excluded Asset under Section 2.2, or electing not to designate a Potential US Assigned Contract as a Designated US Contract under Section 5.3(b), and except to the extent Contracts for Third Party IP are Non-Transferred Assets, without limiting Seller's obligations under Section 2.5, the Seller IP included in the Transferred Assets constitutes substantially all of the Intellectual Property used and necessary for the conduct of the Business of the Sellers in the ordinary course.

(d) Each Potential US Assigned Contract and International Assigned Contract for the license of Transferred Intellectual Property or Purchaser Licensed IP granted by the Sellers, and each Potential US Assigned Contract and International Assigned Contract for the license of Third Party IP granted to the Sellers, is in full force and effect, other than those Potential US Assigned Contracts or International Assigned Contracts the failure of which to be in full force and effect would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Except to the extent Contracts for Third Party IP are Non-Transferred Assets, without limiting Seller's obligations under Section 2.5, and subject to any Intellectual Property that is excluded as a result of Purchaser electing to designate a Transferred Intellectual Property as an Excluded Asset under Section 2.2 or electing not to designate a Potential US Assigned Contract as a Designated US Contract under Section 5.3(b), upon completion of the Transactions, Purchaser will be entitled to continue to access, use, practice and exercise rights in, all of the Transferred Intellectual Property and Licensed IP licensed to the Sellers pursuant to a Potential US Assigned Contract or an International Assigned Contract or Section 7.6, to the same extent and in the same manner, in each case in all material respects, as used, practiced and exercised by the Sellers immediately prior to the Closing.

(e) The Sellers are not parties to or bound by any Contract or other obligation that (i) limits or impairs their ability to use, sell, transfer, assign, or convey any of the Transferred Intellectual Property, or (ii) grants to any Person an exclusive right or license in any of the Transferred Intellectual Property or Purchaser Licensed IP.

(f) The Sellers have taken commercially reasonable measures to protect, preserve, and maintain the confidentiality of all of the trade secrets and material confidential information included in the Transferred Intellectual Property, and, to Seller's Knowledge, there has been no unauthorized disclosure, reproduction, transmission, exploitation or other unauthorized use of any of the foregoing. All past and present employees, consultants, and independent contractors of the Sellers that have been involved in the creation and/or development of any material Transferred Intellectual Property for or on behalf of the Sellers have entered into written enforceable agreements pursuant to which such Person (i) agrees and is bound to maintain and protect the Seller's Intellectual Property and confidential information of the Sellers; (ii) assigns to the Sellers all rights in and to any such Intellectual Property created or developed by such Person. To Seller's Knowledge, no such Person is in breach of any such agreement. No current or prior employee, consultant, or independent contractor of the Sellers claims or has claimed, and to Seller's Knowledge, there are no grounds for any of the foregoing to assert a claim to, any ownership interest in any Transferred Intellectual Property included in the Transferred Assets as a result of having been involved in the creation and/or development thereof.

(g) Except as set forth on Schedule 3.10(g), and except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) to Seller's Knowledge, the conduct of the Business by the Sellers as conducted within the last three (3) years has not infringed, misappropriated, or otherwise violated any Person's Intellectual Property rights, and no such claims are pending or threatened against the Sellers, and (ii) to Seller's Knowledge, no Person is infringing or otherwise violating any Transferred Intellectual Property, and no such claims are pending or threatened against any Person by the Sellers.

(h) The Sellers have a complete copy of the source code for all Seller Software included in the Transferred Assets. Except as set forth in Schedule 3.10(h)(i), the Sellers have not disclosed or licensed, or otherwise made available and have no duty or obligation to disclose or license, or otherwise make available, any source code (whether presently or on a contingent basis) for or included in any Seller Software included in the Transferred Assets to any Person, other than to Seller's employees, consultants, or independent contractors that are performing services on behalf of the Sellers that are subject to confidentiality obligations. Without limiting the foregoing and except as set forth in Schedule 3.10(h)(ii), neither the execution of this Agreement nor the consummation of the Transactions will result in the release from escrow or other delivery to any Person of any source code for or included in any Seller Software, and there is no active demand by a licensee, customer or beneficiary under a source code escrow agreement or other agreement for the release to such licensee, customer or beneficiary of any source code of Seller Software to such licensee, customer, or beneficiary.

(i) Except as set forth in Schedule 3.10(i), no Seller has reproduced, incorporated, modified, distributed, or otherwise used any Open Source Software in a manner that (i) creates, or purports to create, obligations for any Seller Software to be publicly disclosed or distributed, including in source code form, licensed for the purpose of making derivative works, or redistributable at no charge; or (ii) grants, or purports to grant, to any Person, any rights to or immunities under any such Software.

(j) All Seller Software and Seller IT Assets: (i) operate and perform in a manner that permits the Sellers to conduct the Business and is otherwise sufficient for the Business as currently conducted and (ii) have not been subject to any material bugs, defects, malfunctions, or nonconformities in, or failures, breakdowns, or continued substandard performance that have affected the operation of the Business in the ordinary course. The Seller Software and, to Seller's Knowledge, the Seller IT Assets, are substantially free of any material defects, bugs and errors, and do not contain any disabling codes or instructions, spyware, Trojan horses, worms, malware, viruses, or other software routines that permit or cause unauthorized access to, or disruption, impairment, disablement, or destruction of, any such Seller Software or Seller IT Assets.

(k) No element of Transferred Intellectual Property is a Shared Asset.

### 3.11 **Data Protection and Privacy.**

(a) At all times during the past three (3) years, the Sellers, with respect to the Business: (i) have complied in all material respects with applicable Laws relating to the collection, use, and processing of Personal Information in each jurisdiction where the Business is operated or where any Personal Information is collected, transmitted, secured, stored, shared or otherwise processed by or on behalf of the Sellers ("**Privacy Requirements**"); (ii) have complied in all material respects with any external or internal privacy policy describing or relating to the Sellers' practices with respect to the collection, use, and processing of Personal Information by or on behalf of the Sellers; (iii) to the Seller's Knowledge, there has been no such material unauthorized access, loss, damage use, sharing, modification, or other misuse of any such Personal Information nor have the Sellers suffered a data breach that would require notification to any Person or Governmental Authority under Privacy Requirements; and (iv) has not been subject to any Action from any Person or Governmental Authority alleging noncompliance with Privacy Requirements or the improper use, unauthorized access or disclosure of, or a breach in the security of, any Personal Information. To the Seller's Knowledge, neither the execution, delivery or performance of this Agreement nor any of the Related Documents will violate any Privacy Requirements in any material respects.

(b) At all times during the past three (3) years, the Sellers, with respect to the Business, have maintained an information security program that includes commercially reasonable safeguards designed to protect the security, confidentiality, and integrity of the Sellers' information technology systems, including Personal Information in the Sellers' possession and control, with respect to the Business.

### 3.12 **Taxes.**

(a) The Sellers have timely filed (taking into account any extensions of time for such filings that have been properly and timely requested) all material Tax Returns that were required to be filed by the Sellers with respect to the Transferred Assets or the Business and all such Tax Returns are complete and accurate in all material respects. All material Taxes owed by the Sellers (whether or not shown on any Tax Return) with respect to the Transferred Assets or the Business have been timely paid. No material claim has ever been made (and remains unresolved) by a Governmental Authority in a jurisdiction in which the Sellers do not file Tax Returns with respect to the Transferred Assets or the Business that the Sellers are or may be subject to taxation by that jurisdiction.

(b) There are no pending or threatened audits, investigations, disputes, notices of deficiency, claims or other actions for or relating to any Liability for any material Taxes of the Sellers with respect to the Transferred Assets or the Business. None of the Sellers have waived any statute of limitations in respect of Taxes that remain unpaid or agreed to any extension of time with respect to an open Tax assessment or deficiency with respect to the Transferred Assets or the Business.

(c) There are no Liens for Taxes (other than for Taxes not yet due and payable) on the Transferred Assets.

3.13 **Material Customers and Suppliers**3. . Schedule 3.13 sets forth a list of the names of (a) the ten (10) largest customers (collectively, the "**Material Customers**") and (b) the ten (10) largest suppliers (collectively, the "**Material Suppliers**") (measured by dollar volume of purchases or sales in each case) of the Business during the twelve (12) months ended December 31, 2023. Since December 31, 2023, the Sellers have not engaged in any material dispute related to the Business with any Material Customer or Material Supplier, and no Material Customer or Material Supplier has notified any Seller that it intends to terminate or materially alter its relationship with the Business.

### 3.14 **Financial Statements.**

(a) Attached as Schedule 3.14(a) are true, correct and complete copies of the following consolidated unaudited financial statements solely with respect to the Business (collectively “**Financial Statements**”): an income statement of the Casa Seller as of December 31, 2023 (the “**Balance Sheet Date**”) for the twelve (12) month period then ended. The Financial Statements: (A) have been prepared in accordance with the books and records of the Casa Seller; (B) have been prepared in accordance with GAAP, applied on a basis consistent with prior periods; and (C) present fairly in all material respects the consolidated financial condition of the Business as of the dates and for the periods indicated, and their results of operations for the periods then ended.

(b) All Accounts Receivables relating to the Business resulted from bona fide sales in the ordinary course of business and represent the genuine, valid and legally enforceable Indebtedness of the account debtor. Schedule 3.14(b) sets forth a true and complete list of all Accounts Receivable relating to the Business that are more than thirty (30) days past due as of March 27, 2024.

(c) Schedule 3.14(c) sets forth a true and complete list of all Accounts Payable relating to the Business as of the date set forth therein.

(d) Schedule 3.14(d) sets forth a true and complete list of all Inventory by country as of February 29, 2024. All Inventory is in good and marketable condition and is saleable in the ordinary course of business, other than for normal discounts in the ordinary course of business for which adequate reserves have been established in accordance with GAAP.

3.15 **Absence of Certain Changes.** Since the Balance Sheet Date, the Business has been conducted, and the Transferred Assets have been maintained and operated, in the ordinary course of business consistent with past practices and there has not been any event, change, circumstance, condition, state of facts, occurrence, development or effect that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3.16 **No Other Representations or Warranties.** Except for the representations and warranties contained in this Article 3, the Sellers do not, nor do any other Persons on behalf of the Sellers, make any other express or implied representation or warranty with respect to itself, the Business, the Transferred Assets or the Assumed Liabilities, or with respect to any other information provided to Purchaser or its representatives, and the Sellers disclaim any other representations or warranties, whether made by or on behalf of the Sellers or any other Person. The Sellers will not, and no other Persons will, have or be subject to any Liability to Purchaser or any other Person resulting from the distribution to Purchaser, or Purchaser’s use of, any such information, including any information, documents, projections, forecasts or other material made available to Purchaser or its representatives. Notwithstanding anything to the contrary herein, the foregoing shall not limit, in any way, the specific representations and warranties made by the Sellers in this Agreement and nothing in this Agreement shall be deemed to be a waiver of any claim for Fraud.



**ARTICLE 4**  
**REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser hereby makes the representations and warranties contained in this Article 4 to the Sellers as of the date of this Agreement and as of the Closing:

**4.1 *Organization, Good Standing and Other Matters.*** Purchaser is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization.

**4.2 *Authority and Enforceability.*** Purchaser has all requisite corporate power or other entity power and authority to execute and deliver this Agreement and each of the Related Documents to which it is (or at Closing, will be) a party and to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance of this Agreement and each of the Related Documents to which it is (or at Closing, will be) a party, and the consummation of the Transactions, have been duly authorized by all necessary corporate action. This Agreement has been, and each Related Document will be at or prior to Closing, duly executed and delivered by Purchaser and, assuming the due execution and delivery by the other parties hereto or thereto, constitutes a valid and binding obligation of Purchaser enforceable against it in accordance with its respective terms, except to the extent that such enforceability may be subject to, and limited by, the Enforceability Exceptions.

**4.3 *No Conflict: Required Filings and Consents.*** Except (a) as required by any Antitrust Laws that require the consent, waiver, approval, Order or Permit of, or declaration or filing with, or notification to, any Person or Governmental Authority, (b) such filings as may be required in connection with the Transfer Taxes described in Section 2.9 and (c) as set forth on Schedule 4.3, the execution and delivery of this Agreement and of the Related Documents and the consummation of the Transactions by Purchaser will not (i) violate the provisions of its Organizational Documents, (ii) violate any Law or Order to which it is subject or by which any of its properties or assets are bound, (iii) require it to obtain any Consent, or give any notice to, or make any filing with, any Governmental Authority on or prior to the Closing Date, (iv) result in a material breach of or constitute a default (with or without due notice or lapse of time or both), give rise to any right of termination, cancellation or acceleration under, or require the Consent of any third party to, any material Contract to which it is a party or (v) result in the imposition or creation of any Lien upon or with respect to any of its assets or properties; excluding from the foregoing clauses (ii) through (v) Consents, approvals, notices and filings the absence of which, and violations, breaches, defaults, rights of acceleration, cancellation or termination, and Liens, the existence of which would not, individually or in the aggregate, prevent or materially impair Purchaser's performance of its obligations under this Agreement or the Related Documents or the consummation of the Transactions.

**4.4 *Financing.*** Purchaser has, and at the Closing will have, (i) sufficient cash or other sources of funds available to pay the Purchase Price in accordance with the terms hereof and any other payments required hereunder and any expenses incurred or required to be paid by Purchaser in connection with the Transactions, and (ii) the resources and capabilities (financial or otherwise) to perform its obligations hereunder and under the Related Documents.

**4.5 Solvency.** Purchaser is not entering into this Agreement with the intent to hinder, delay or defraud either present or future creditors of the Sellers. Immediately after giving effect to all of the Transactions, including the making of the payments contemplated by Section 2.8, and assuming satisfaction of the conditions to Purchaser's obligation to consummate the Transactions as set forth herein, the accuracy of the representations and warranties of Purchaser set forth herein and the performance by Purchaser of its obligations hereunder in all material respects, Purchaser will not be insolvent as defined in Section 101 of the Bankruptcy Code.

**4.6 Litigation.** There is no Action pending or, to Purchaser's Knowledge, formally threatened against Purchaser that would be reasonably be expected to prevent or materially impair Purchaser's performance of its obligations under this Agreement or the Related Documents or the consummation of the Transactions.

**4.7 Brokers and Finders.** None of Purchaser or its Affiliates have, directly or indirectly, entered into any agreement with any Person that would obligate the Sellers to pay any commission, brokerage fee or "finder's fee" in connection with the Transactions.

**4.8 Investigation and Agreement by Purchaser; Non-Reliance of Purchaser; No Other Representations and Warranties.**

(a) Purchaser acknowledges that it and its representatives have received access to certain books and records, facilities, equipment, contracts and other assets of the Business. Purchaser acknowledges and agrees that it has made its own inquiry and investigation into, and, based thereon, has formed an independent judgment concerning the Sellers, the Business, the Transferred Assets and the Assumed Liabilities.

(b) Except for the representations and warranties expressly made by the Sellers in Article 3, Purchaser acknowledges and agrees that (i) the Sellers are not making and has not made any representation or warranty, expressed or implied, at law or in equity, in respect of the Business, the Transferred Assets, the Assumed Liabilities, or any of its operations, prospects or condition (financial or otherwise), including with respect to merchantability or fitness for any particular purpose of any assets, the nature or extent of any Liabilities, the prospects of the Business, the effectiveness or the success of any operations, or the accuracy or completeness of any confidential information memoranda, documents, projections, material or other information (financial or otherwise) regarding the Business furnished to Purchaser or its representatives or made available to Purchaser and its representatives in any "data rooms," "virtual data rooms," management presentations or in any other form in expectation of, or in connection with, the Transactions, or in respect of any other matter or thing whatsoever, and (ii) no officer, director, manager, stockholder, agent, Affiliate, advisor, representative or employee of the Sellers has any authority, express or implied, to make any representations, warranties or agreements not specifically set forth in Article 3.

(c) Other than the representations and warranties expressly set forth in Article 3, Purchaser specifically disclaims that it is relying upon or has relied upon any such other representations or warranties that may have been made by any Person, and acknowledges and agrees that the Sellers and their Affiliates have specifically disclaimed and do hereby specifically disclaim, and shall not have or be subject to any Liability for reliance on any such other representation or warranty made by any Person. Purchaser specifically waives any obligation or duty by the Sellers and their Affiliates to make any disclosures of fact not required to be disclosed pursuant to the specific representations and warranties expressly set forth in Article 3 and disclaims reliance on any information not specifically required to be provided or disclosed pursuant to the specific representations and warranties set forth in Article 3.

(d) Notwithstanding the foregoing, nothing in this Section 4.8 or elsewhere in this Agreement shall limit Purchaser's recovery rights in the event of Fraud.

**4.9 No Other Representations or Warranties.** Except for the representations and warranties contained in this Article 4, neither Purchaser nor any other Person on behalf of Purchaser makes any other express or implied representation or warranty with respect to Purchaser or with respect to any other information provided to the Sellers or their representatives, and Purchaser disclaims any other representations or warranties, whether made by Purchaser or any of its Affiliates, officers, directors, employees, agents or representatives. Purchaser acknowledges and agrees that the enforceability of this Agreement against the Sellers is subject to entry of the Sale Order.

## **ARTICLE 5**

### **BANKRUPTCY COURT MATTERS**

**5.1 Competing Transaction.** This Agreement is subject to approval by the Bankruptcy Court and the consideration by the Casa Seller of higher or better competing bids in respect of all or any part of the Transferred Assets (whether in combination with other assets of the Casa Seller or otherwise) (each, a "**Competing Bid**"). From the date hereof (and any prior time) and until the entry of the Sale Order, the Casa Seller is permitted to, and to cause its representatives to, initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Purchaser and its Affiliates and representatives) in connection with any sale or other disposition of the Transferred Assets. In addition, the Casa Seller shall have the authority to respond to any inquiries or offers to purchase all or any part of the Transferred Assets (whether in combination with other assets of the Casa Seller or otherwise) and perform any and all other acts related thereto which are required under the Bankruptcy Code, the Sale Order or other applicable Law, including supplying information relating to the Business and the assets of the Casa Seller and its Subsidiaries to prospective purchasers.

#### **5.2 Bankruptcy Court Filings.**

(a) Subject to Section 5.1, the Casa Seller shall take all actions as may be reasonably necessary to cause the Sale Order to be issued and entered by the Bankruptcy Court and become a Final Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court, which Sale Order shall provide for the transfer of the Transferred Assets and the Assumed Liabilities to Purchaser free from all successor or transferee Liability to the fullest extent permitted by Section 363 of the Bankruptcy Code. The Casa Seller shall comply (or obtain an Order from the Bankruptcy Court waiving compliance) with

all requirements under the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and the Local Bankruptcy Rules for the Bankruptcy Court in obtaining the entry of the Sale Order. Purchaser agrees that it will promptly take such actions as are reasonably requested by the Casa Seller to assist in obtaining entry of the Sale Order, including a finding of adequate assurance of future performance by Purchaser, including by furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code. If the Sale Order, or any other orders of the Bankruptcy Court relating to this Agreement or the Transactions are appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to the Bid Procedures Order and the Sale Order, or such other Order), subject to rights otherwise arising from this Agreement, Casa Seller shall take all actions as may be reasonably necessary to prosecute and defend such appeal, petition or motion and obtain an expedited resolution thereof.

(b) Casa Seller shall use its commercially reasonable efforts to (i) hold the Auction, unless an Auction is not required to be held pursuant to the terms of the Bid Procedures, on or before the date that is 55 days following the Petition Date, and (ii) have the Sale Order entered on or before the date that is 75 days following the Petition Date.

(c) If an Auction is conducted pursuant to the Bid Procedures Order and Purchaser is not the Successful Bidder, Purchaser shall, in accordance with and subject to the Bid Procedures Order, serve as the Back-Up Bidder if Purchaser is the next highest or otherwise best bidder for the Transferred Assets at Auction. If Purchaser is chosen as the Back-up Bidder, Purchaser will be required to keep its bid to consummate the Transactions on the terms and conditions set forth in this Agreement (as may be amended with Casa Seller's written consent prior to or at the Auction) open and irrevocable until the Back-up Termination Date. If the agreement with the Successful Bidder (other than Purchaser) is terminated prior to closing under such agreement, Purchaser will be deemed to be the Successful Bidder and Purchaser will forthwith consummate the Transactions on the terms and conditions set forth in this Agreement (as the same may be amended with the Casa Seller's written consent prior to or at the Auction), subject to the right of Purchaser to elect to not serve as the Back-up Bidder at any time after the Back-up Termination Date.

(d) The Parties shall consult with each other regarding pleadings that any of them intends to file with the Bankruptcy Court in connection with, or which might reasonably affect the Bankruptcy Court's approval of, the Sale Order, including, sharing in advance of filing any drafts thereof. The Casa Seller shall promptly provide Purchaser and its outside legal counsel with copies of all notices, filings and orders of the Bankruptcy Court that the Casa Seller has in its possession (or receives) pertaining to the Sale Order, or any other order related to any of the Transactions, but only to the extent such papers are not publicly available on the docket of the Bankruptcy Court. The Casa Seller shall not seek any modification to the Sale Order by the Bankruptcy Court or any other Governmental Authority of competent jurisdiction to which a decision relating to the Bankruptcy Cases has been appealed, in each case, without the prior written consent of Purchaser (not to be unreasonably withheld, conditioned or delayed).

### 5.3 Assumption of Potential US Assigned Contracts.

(a) The Casa Seller shall assign to Purchaser, and Purchaser shall assume upon the terms set forth in this Agreement, the US Assigned Contracts at the Closing pursuant to the Sale Order, which shall provide for the assumption by the Casa Seller, and the assignment to the extent legally capable of being assigned by the Casa Seller to Purchaser, of each US Assigned Contract.

(b) On or before the date that is two Business Days following the date on which the Bid Procedures Order is entered by the Bankruptcy Court, the Casa Seller shall file (or cause to be filed) a notice of assumption (the “**Assumption Notice**”) with the Bankruptcy Court and serve such notice on each counterparty to a Designated US Contract listed thereon. The Assumption Notice shall identify all Designated US Contracts that the Casa Seller and Purchaser believe may be assumed and assigned in connection with the sale of the Transferred Assets and set forth a good faith estimate of the amount of Cure Costs applicable to each such Designated US Contract (and if no Cure Cost is estimated to be applicable with respect to any particular Designated US Contract, the amount of such Cure Cost designated for such Designated US Contract shall be “\$0.00”). In accordance with the Bid Procedures Order, Purchaser reserves the right to supplement and/or modify such list of Designated US Contracts and have the Casa Seller provide additional notice thereof, as applicable, and to remove a Designated US Contract from, or add a Contract to, the list of Designated US Contracts, up to the Closing Date.

(c) On or before the date that is one (1) Business Day after the Auction or the cancellation thereof, Purchaser shall provide to the Casa Seller a list of those Potential US Assigned Contracts that it intends to be assumed by the Casa Seller and assigned to Purchaser at the Closing (the “**Designated US Contracts**”). Purchaser shall be entitled, in its sole discretion, to (i) remove any Potential US Assigned Contract from the list of Designated US Contracts, or (ii) add any Potential US Assigned Contract to the list of Designated US Contracts, in each case at any time prior to the Closing Date by providing the Casa Seller written notice of such removal or addition, as applicable. In the event that Purchaser removes any such Potential US Assigned Contract from such list, such Potential US Assigned Contract will constitute an Excluded Contract and the Casa Seller will provide the relevant counterparty notice that the applicable Potential US Assigned Contract is no longer identified as a Designated US Contract. For the avoidance of doubt, only those Potential US Assigned Contracts that remain identified as Designated US Contracts as of the Closing Date will be assumed by the Casa Seller and assigned to Purchaser pursuant to the Sale Order. The Casa Seller shall file such motions or pleadings as may be appropriate or necessary to assume and assign the Designated US Contracts and to determine the amount of the Cure Costs; *provided*, that nothing herein shall preclude the Casa Seller from filing one or more motions to reject any Potential US Assigned Contract that are not Designated US Contracts; *provided, further*, that the Casa Seller shall use commercially reasonable efforts to confirm with Purchaser before filing any motion to reject Potential US Assigned Contracts that Purchaser does not intend to assume any such Potential US Assigned Contract. At the Closing, the Casa Seller shall assume and assign to Purchaser the US Assigned Contracts, in each case, pursuant to Section 365 of the Bankruptcy Code and the Sale Order, subject to provision by Purchaser of adequate assurance and payment of Determined Cure Costs as may be required under Section 365 of the Bankruptcy Code and the terms of the Sale Order.

(d) Purchaser shall make provision for the payment in cash of the Determined Cure Costs at Closing in accordance with the Sale Order.

(e) On or prior to the date that is two Business Days prior to the Closing Date, the Casa Seller shall have made available to Purchaser true and complete copies of all Designated US Contracts, or otherwise provide Purchaser with access to such true and complete copies of such Designated US Contracts. The Casa Seller shall, at Purchaser's request, use commercially reasonable efforts to facilitate introductions to the counterparties to any Contract of the Casa Seller or its Subsidiaries pertaining to the Business or the Transferred Assets, and Purchaser may (during the period between the date hereof and Closing) discuss with each such counterparty the terms on which Purchaser is willing to assume such Contract. Upon an agreement between Purchaser and the applicable counterparty to any Designated US Contract on the Cure Costs that shall be payable in connection with assignment and assumption of such Designated US Contract, which agreement is binding on the counterparty pursuant to an order of the Bankruptcy Court, such amount shall be deemed to be the Determined Cure Costs applicable to such Designated US Contract for all purposes hereunder.

(f) Notwithstanding any provision in this Agreement to the contrary, from and after the date hereof through the Closing Date, the Casa Seller will not reject or take any action (or fail to take any action that would result in rejection by operation of Law) to reject, withdraw, repudiate or disclaim any Contract materially or primarily related to the Business unless Purchaser has provided its prior written consent.

(g) If Purchaser exercises its rights in this Section 5.3 to add or remove a Potential US Assigned Contract as a Designated US Contract, then the Parties acknowledge and agree that there will be no increase or reduction in the Purchase Price as a result of such designation or change in designation, nor will there be any delay to the Closing as a result thereof.

**5.4 No Successor Liability.** The Parties agree that the Sale Order shall provide that to the fullest extent permitted under Section 363(f) of the Bankruptcy Code, (a) Purchaser shall not be liable for any Liability or Lien (other than Assumed Liabilities and Permitted Liens) against the Casa Seller or any of its Subsidiaries who are a debtor in the Bankruptcy Cases or any of their predecessors; and (b) Purchaser shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, the Transferred Assets or any Liabilities of the Casa Seller or any of its Subsidiaries who are a debtor in the Bankruptcy Case arising on or prior to the Closing Date.

## **ARTICLE 6**

### **PRE-CLOSING COVENANTS**

**6.1 Conduct of Business.** Except (i) as set forth on Schedule 6.1, (ii) with the prior written consent of Purchaser (which consent will not be unreasonably withheld, delayed or conditioned), (iii) as is expressly contemplated by this Agreement, or (iv) as is required by applicable Laws or by Order of the Bankruptcy Court, from the date hereof through the earlier of the Closing Date or the termination of this Agreement in accordance with its terms:

(a) The Sellers shall, and shall cause each of their Subsidiaries to, (i) carry on the Business in the ordinary course of business consistent with past practice, (ii) use commercially reasonable efforts to preserve the current business relationships of the Business, including with customers, suppliers, vendors, clients and contractors, and to keep available the services of Scheduled Employees and Scheduled Contractors at their current compensation and (if applicable) benefits levels, (iii) maintain and preserve its assets and properties constituting Transferred Assets, in good working order, condition and repair consistent with past practice, and (iv) comply with all applicable Laws and Orders applicable to the Transferred Assets or the Business; and

(b) The Sellers shall not:

(i) (A) sell, license, abandon, convey, transfer, assign, divest, or otherwise dispose of any of the Leases (or any portion thereof) governing the Andover Leased Real Property, the Limerick Leased Real Property or the Guangzhou Leased Real Property or any other asset or property constituting Transferred Assets other than, in each case, inventory and obsolete assets sold or otherwise disposed of in the ordinary course of business consistent with past practice or (B) effect any sale (whether by merger, consolidation, acquisition of stock or assets or otherwise) of the Business;

(ii) create or assume any mortgage or pledge, or impose any Lien on, or in any other way encumber, any asset or property constituting Transferred Assets, including any Transferred Intellectual Property except (A) for Permitted Liens or (B) as required by applicable Law;

(iii) grant any release, waiver, covenant not to sue, or similar right in any Seller IP or Transferred Intellectual Property;

(iv) acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of any business or any corporation, partnership or other business organization or otherwise acquire any assets, that as of the Closing would constitute Transferred Assets, except for the acquisition of assets and inventory in the ordinary course of business consistent with past practice;

(v) change its present accounting methods or principles, except as required by GAAP or applicable Law;

(vi) make or change any Tax election, adopt or change any Tax accounting method, file any amended Tax Return, enter into any closing agreement, settle any Tax claim or assessment or surrender any right to claim a refund of Taxes (other than in the ordinary course of business or as required by applicable Law), in each case that could have a material adverse effect on the amount of Taxes due from the Business or due with respect to the Transferred Assets for a taxable period (or portion thereof) beginning after the Closing Date;

(vii) (A) hire or terminate the employment of any Scheduled Employee or the engagement of any Scheduled Contractor with annual base compensation in excess of (x) in China or Ireland, \$35,000, or (y) anywhere other than China or Ireland, \$150,000 (in each case excluding terminations for “cause”); (B) increase or materially change the

compensation of any Scheduled Employees or Scheduled Contractors; (C) enter into a collective bargaining agreement or any other agreement with a union, works council or other similar labor organization, except as required by Law; (D) adopt, enter into, become bound by, amend, or terminate any Seller Benefit Plan, except as required by Law; or (E) assign any employee or worker to work in the Business or part of the Business being acquired by Purchaser, who was not already assigned to the Business or relevant part of the Business prior to the date hereof;

(viii) (A) except as ordered by the Bankruptcy Court, amend, modify, terminate or permit the lapse of any Designated US Contract or Designated International Contract, or waive, release or assign any material rights or material claims thereunder or (B) take any action, or omit to take any action, that would reasonably be expected to result in a default under or material breach of any Designated US Contract or Designated International Contract;

(ix) enter into any Contract that materially limits or otherwise restricts in any respect the conduct of the Business or the use or saleability of the Transferred Assets or that would reasonably be expected to, after the Closing Date, limit or restrict in any material respect the Business or Purchaser's use of the Transferred Assets

(x) liquidate, dissolve, recapitalize or otherwise wind up its operations related to the Transferred Assets or the Business;

(xi) disclose or allow to be disclosed to any third party any material confidential information included in the Transferred Assets, other than to Scheduled Employees subject to a confidentiality or non-disclosure covenant protecting against further disclosure thereof;

(xii) make any material loans, advances or capital contributions to, or investments in, any other Person (other than any Subsidiary of a Seller), other than advances to employees in the ordinary course of business consistent with past practice;

(xiii) commence, settle or propose to settle any Action with respect to the Business;

(xiv) make or incur any capital expenditure in respect of the Business that, individually, is in excess of \$50,000 or make or incur any such capital expenditures that, in the aggregate, are in excess of \$150,000, other than capital expenditures in respect of the Business currently approved in writing or otherwise disclosed to Purchaser prior to the date hereof;

(xv) cancel or alter any insurance coverage;

(xvi) (A) amend or modify any pricing policies or delay or postpone payment of any accounts payable or commissions or any other Liability, or extend the payment date of any accounts payable or commissions or any other Liability, (B) accelerate the collection or receipt of, or cancel or discount, any Accounts Receivable, or otherwise amend customer payment terms or offer prepayment incentives, or (C) enter into factoring arrangements or similar agreements for the sale of Accounts Receivable; or



(xvii) agree, whether in writing or otherwise, to do any of the foregoing.

(c) Notwithstanding anything to the contrary, nothing contained in this Agreement shall give Purchaser or any of its Affiliates, directly or indirectly, any right to control or direct the Business, assets and operations prior to the Closing. Prior to the Closing, the Sellers shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its Business, assets and operations.

## **6.2 Access to Information; Confidentiality.**

(a) From the date hereof until the earlier of the Closing Date and the termination of this Agreement, the Sellers shall grant Purchaser and its representatives (at Purchaser's sole cost and expense) reasonable access, during normal business hours and upon reasonable notice (and in the event of a facility visit request, at least two Business Days prior notice), and subject to any reasonable limitations resulting from any Public Health Measures, to the personnel, employees, properties, offices, plants, facilities, book and records of the Sellers and their Subsidiaries related to the Business or the Transferred Assets; *provided, however*, that (i) all requests for access shall be directed to Dennis Daly ([dennis.daly@casa-systems.com](mailto:dennis.daly@casa-systems.com)) or such other person as the Casa Seller may designate in writing from time to time (the "***Seller Access Contact***"), (ii) such activities do not unreasonably interfere with the ongoing business or operations of the Sellers, (iii) the Sellers shall have the right to have one or more of its representatives present at all times during any visits, examinations, discussions or contacts contemplated by this Section 6.2(a), (iv) Purchaser shall have no right to perform invasive or subsurface investigations or conduct any sampling or analysis of environmental media of the nature commonly referred to as a "Phase II Environmental Investigation," such as any soil or groundwater testing, (v) such access or related activities would not cause a violation of any agreement to which a Seller is a party, (vi) no Personal Information shall be disclosed or used other than in compliance with Privacy Requirements and (vii) nothing herein shall require the Sellers or their representatives to furnish to Purchaser or provide Purchaser with access to information that (A) is subject to an attorney-client or solicitor-client privilege or an attorney or solicitor work-product privilege, or (B) legal counsel for the Sellers reasonably concludes may give rise to antitrust or competition law issues or violate a protective order or otherwise may not be disclosed pursuant to applicable Law.

(b) Notwithstanding anything to the contrary contained in this Agreement, from the date of this Agreement until the Closing Date, Purchaser shall not, and shall cause its representatives not to, have any contact or discussions concerning the Business, the Transaction or any other matters relating to the foregoing with any Person known to Purchaser to be a lender, borrower, creditor, guarantor, business partner, bank, landlord, tenant, supplier, customer, employee, manager, franchisee, distributor, noteholder, independent contractor, consultant or other material business relation of the Sellers, in each case, without the prior written consent (email being sufficient) of the Seller Access Contact (which consent may be withheld in the Sellers' sole discretion and, if given, may be conditioned on the Seller Access Contact or his or her designee having the right to participate in any meeting or discussion). Notwithstanding the foregoing, nothing herein shall prevent Purchaser from communicating or otherwise having contact with its suppliers, vendors, customers and potential customers, lenders, financial partners and advisors, strategic and business partners or other material business relations in the ordinary course of business.

(c) Any information provided by the Sellers or their representatives to Purchaser or its representatives pursuant to this Section 6.2 is confidential information and subject to the terms and conditions of, and the restrictions contained in, the Confidentiality Agreement. Purchaser agrees to be bound by and comply with the provisions set forth in the Confidentiality Agreement as if such provisions were set forth herein, and such provisions are hereby incorporated herein by reference. Effective upon (and only upon) the Closing, the Confidentiality Agreement shall automatically terminate and none of the parties thereto shall have any further Liability or obligation thereunder except with respect to any confidential information provided to or obtained by Purchaser or its representatives concerning the Sellers (and not the Business), which information shall remain subject to the terms and conditions of the Confidentiality Agreement after the Closing Date. In the event of a conflict between this Agreement and the Confidentiality Agreement, this Agreement shall prevail.

(d) Notwithstanding anything to the contrary contained herein, nothing in this Section 6.2 shall limit the ability of the Parties or any of their respective Affiliates to make any disclosure to their respective tax advisors or any taxing authority or other Governmental Authority.

**6.3 *Efforts to Consummate.*** Except as otherwise provided in this Agreement (including Section 5.1), each of the Parties agrees to use its reasonable best efforts to cause the Closing to occur as promptly as practicable, including satisfying the conditions precedent set forth in Article 8 applicable to such Party including executing any additional instruments reasonably requested by the other Party (without cost or expense to the executing Party) necessary to carry out the Transactions and to fully carry out the purposes of this Agreement; *provided, however*, that, for purposes of the “reasonable best efforts” standard as required by this Section 6.3, Section 6.4 or Section 6.5, neither any Party nor its Affiliates or representatives shall be required to offer or grant any accommodation or concession (financial or otherwise) to any third party, to waive or surrender any right, to modify any agreement (including any Assigned Contract) or to provide financing to Purchaser for the consummation of the Transactions.

**6.4 *Notices and Consents.*** Reasonably promptly following the execution of this Agreement, the Sellers will give, or cause to be given, applicable notices to third parties and thereafter will use their commercially reasonable efforts (as limited by Section 6.3) to obtain the third-party consents set forth on Schedule 6.4; *provided, however*, that no representation, warranty or covenant of the Sellers shall be breached or deemed breached as a result of (a) the failure to obtain any such third-party consent, provided the Sellers are otherwise in compliance with the terms of this Section 6.4, (b) any termination of a Contract as a result of the failure to obtain such third-party consent or (c) any Action commenced or threatened by or on behalf of any Person arising out of or relating to the failure to obtain any such consent or any such termination.

## 6.5 Regulatory Matters and Approvals.

(a) Each of Purchaser and the Sellers will provide any notices to and make any filings with any Governmental Authority that are necessary to consummate the Transactions, including to assign or transfer the Permits to Purchaser or its designated Affiliate. Without limiting the generality of the foregoing, the Sellers and Purchaser shall prepare and file as promptly as practicable all documentation to effect any necessary notices, reports and other filings and to obtain as promptly as practicable all Consents, clearances, registrations, approvals, permits and authorizations necessary or advisable to be obtained from any Governmental Authority in order to consummate the Transactions.

(b) Without limiting the generality of the foregoing: (i) each of the Parties shall, and shall cause its subsidiaries and Affiliates to, use its reasonable best efforts to promptly take any and all actions necessary or advisable to avoid, eliminate or resolve each and every impediment and obtain all clearances, consents, approvals and waivers under the HSR Act, the Sherman Antitrust Act, the Clayton Act, the Federal Trade Commission Act, and any other United States federal or state or foreign statutes, rules, regulations, Orders, decrees, administrative or judicial doctrines or other Laws designed or intended to prohibit, restrict or regulate actions for the purpose or effect of monopolization or restraint of trade or to prohibit, restrict or regulate actions by foreigners to acquire interests in or control over domestic equities, securities, entities, assets, land or interests, in each case for compliance with public order or security or national security or similar considerations (collectively “**Antitrust Laws**”) that may be required by any Governmental Authority, so as to enable the Parties to cause the Closing to occur as soon as practicable and in any event prior to the Outside Date.

(c) Nothing in this Section 6.5 or otherwise in this Agreement, shall require Purchaser (i) to take any action that would prohibit or limit in any respect, or place any conditions on, the acquisition, ownership or operation by Purchaser or its Affiliates of the Transferred Assets, the ownership or operation by Purchaser or its Affiliates of all or any portion of their respective businesses or assets, or compel Purchaser or its Affiliates to dispose of, divest, hold separate or license all or any portion of their respective businesses, assets or intellectual property rights, respectively, in each case as a result of the Transactions or to engage in any litigation with respect to the Transactions pursuant to the Antitrust Laws.

(d) Each Party will promptly notify the other Party of any written or oral communication made to or received by Purchaser, the Sellers or both, as the case may be, from any Governmental Authority regarding the Transactions, and, subject to applicable Law, (i) permit the other Party to review in advance any proposed written communication to any such Governmental Authority and incorporate the other Party’s reasonable comments, (ii) not agree to participate in any substantive meeting or discussion with any such Governmental Authority in respect of any filing, investigation or inquiry concerning this Agreement or the Transactions unless, to the extent reasonably practicable, it consults with the other Party in advance, and, to the extent permitted by such Governmental Authority, give the other Party the opportunity to attend, and (iii) subject to Section 6.2, furnish the other Party with copies of all correspondence, filings and written communications between them and their Affiliates and their respective representatives on one hand and any such Governmental Authority or its staff on the other hand, with respect to this Agreement and the Transactions; *provided, however*, that this Agreement shall not obligate either Party to disclose to the other Party such portions of any proposed or final correspondence, filing or other written communication with a Governmental Authority or its staff as the party to such correspondence, filing or communication may reasonably deem competitively-sensitive, privileged or confidential vis-à-vis the other party, except that it shall disclose matters to the external counsel of the other Party to the extent reasonably necessary in order to enable the Party to fulfill its cooperation obligations in this Section 6.5.

(e) Purchaser and the Sellers shall not (i) withdraw any filing or notification under any Antitrust Laws or (ii) extend or consent to any extension of any applicable waiting or review period or enter into any agreement with a Governmental Authority to not consummate the Transactions, except upon the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed.

**6.6 Public Announcements.** Between the date of this Agreement and the Closing Date, except to the extent required by any applicable Law or Action, neither Purchaser nor the Sellers shall, and Purchaser and the Sellers shall cause their respective Affiliates and representatives not to, directly or indirectly, issue any press release or public announcement of any kind without the prior written consent of Purchaser and the Casa Seller; *provided, however*, that each Party and its Affiliates may make announcements from time to time to their respective employees, customers, suppliers and other business relations and otherwise as such Party may reasonably determine is necessary to comply with applicable Law or the requirements of this Agreement, any other agreement to which such Party or any such Affiliate is a party or any securities exchange on which the securities of such Party or any such Affiliate are listed. Purchaser and the Casa Seller shall cooperate in good faith to prepare a joint press release to be issued on the Closing Date, the terms of which shall be mutually agreed upon by the Parties.

**6.7 Update of Schedules; Knowledge of Breach; Designated International Contracts**

(a) The Sellers acknowledge that, as of the date of this Agreement, Purchaser has not had sufficient opportunity to review, comment on and finalize with the Sellers the Schedules identified in, required by or otherwise necessary under Article 1 or Article 2 of this Agreement. The Sellers shall use reasonable best efforts and cooperate with Purchaser in good faith to finalize such Schedules as soon as practicable after the date hereof but in any event on or before the date that is five (5) Business Days prior to the Closing Date. The Parties hereby agree that in no event shall any of the other Schedules be considered final unless and until the Schedules identified in, required by or otherwise necessary under Article 1 and Article 2 of this Agreement are approved in writing by Purchaser and the Casa Seller (which such consent of Casa Seller will not be unreasonably withheld, delayed or conditioned).

(b) From time to time prior to the date that is five (5) Business Days prior to the Closing Date, the Sellers may supplement or amend the Schedules to Article 3 with respect to any matter, other than any Tax matter, hereafter first arising or discovered in the ordinary course of business and in accordance with Section 6.1 which if existing or known by the Sellers at the date of this Agreement would have been required to be set forth or described in such Schedules. Any such supplemental or amended disclosure shall not be deemed to have cured any such breach of representation or warranty for purposes of determining whether or not the conditions set forth in Section 8.2(a) have been satisfied. From and after the Closing, references to the Schedules shall be references to the Schedules as supplemented, modified or updated in accordance with this Section 6.7.

(c) If, prior to the Closing, the Sellers or Purchaser shall have reason to believe that any breach of a representation or warranty of the Sellers has occurred (in the case of Purchaser, other than through notice from the Sellers), such Party shall promptly so notify the other Party, in reasonable detail. Such notice shall not be deemed to have cured any such breach of representation or warranty for purposes of determining whether or not the conditions set forth in Section 8.2(a) have been satisfied or otherwise.

(d) Nothing in this Agreement, including this Section 6.7, shall imply that the Sellers are making any representation or warranty as of any date other than the date hereof and the Closing Date (other than representations and warranties that expressly relate to an earlier date).

(e) On or before the date that is ten (10) Business Days prior to the Auction or the cancellation thereof, the Casa Seller shall deliver to Purchaser a good faith estimate of the monetary amounts required to be paid to each counterparty to each Potential International Assigned Contract to satisfy any and all pre-closing Liabilities thereunder (the “**International Assigned Contract Payments**”) (and if no International Assigned Contract Payment is estimated to be applicable with respect to any particular Potential International Assigned Contract, the amount of such International Assigned Contract Payment designated for such Potential International Assigned Contract shall be “\$0.00”). On or before the date that is one (1) Business Day prior to the Auction or the cancellation thereof, Purchaser shall provide to the Casa Seller a list of those Potential International Assigned Contracts that will be assigned to Purchaser at the Closing (the “**Designated International Contracts**”). Purchaser shall be entitled, in its sole discretion, to (i) remove any Potential International Assigned Contract from the list of Designated International Contracts, or (ii) add any Potential International Assigned Contract to the list of Designated International Contracts, in each case at any time prior to the date that is one (1) Business Day prior to the Auction or cancellation thereof by providing the Casa Seller written notice of such removal or addition, as applicable. Following the Auction and at any time prior to the Closing Date, Purchaser shall be entitled, with the consent of the Casa Seller in its sole discretion, to (i) remove any Potential International Assigned Contract from the list of Designated International Contracts, or (ii) add any Potential International Assigned Contract to the list of Designated International Contracts, in each case by providing the Casa Seller written notice of such removal or addition, as applicable. In the event that Purchaser removes any such Potential International Assigned Contract from such list in accordance with this Section 6.7(e), such Potential International Assigned Contract will constitute an Excluded Contract.

**6.8 Notification of Certain Matters(a)** . Until the Closing, each Party shall promptly notify the other Party in writing of any event, change, circumstance, condition, state of facts, occurrence, development or effect of which it is aware that will or is reasonably likely to result in the failure of any of the conditions set forth in Article 8 to be satisfied, and the Sellers shall promptly notify Purchaser in writing of (a) any event, change, circumstance, condition, state of facts, occurrence, development or effect of which it is aware that has had, or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (b) any notice or other communication from any Governmental Authority in connection with the Business, the Transferred Assets, the Assumed Liabilities, the Continuing Employees or the Transactions, or (c) any Actions commenced or, to the Knowledge of the Sellers, threatened against the Sellers or their Affiliates relating to, involving or otherwise affecting the Business, the Transferred Assets, the Assumed Liabilities, the Continuing Employees or the Transactions.

6.9 **Additional Selling Entities.** If, at any time after the date of this Agreement either Party discovers that any of the rights, interests, properties, or other assets constituting the Transferred Assets is owned by a Subsidiary of the Sellers, the Sellers shall promptly cause such Subsidiary to become a “Seller” hereunder as if an original party hereto, to deliver to Purchaser a joinder in form and substance reasonably acceptable to Purchaser and to sell, transfer, assign, convey and deliver such assets to Purchaser in accordance with this Agreement at Closing (or, if discovered after the Closing, promptly following such discovery), including any payment or other benefit constituting a Transferred Asset received by such Subsidiary following the Closing Date in respect of such asset. Prior to any such sale, transfer, assignment, conveyance and delivery, the applicable Subsidiary of the Sellers possessing any such asset (including any such associated payment or benefit received following the Closing Date) will hold such asset in trust for the benefit of Purchaser, at no additional cost to Purchaser.

6.10 **Transferred Leased Real Property**(a) . Purchaser and the Sellers shall cooperate and use reasonable best efforts to satisfy the Closing deliverables set forth in Section 2.7(c)(v). Promptly following the date of this Agreement, Sellers shall introduce Purchaser to the landlords under the Leases for the Andover Leased Real Property, Limerick Leased Real Property and Guangzhou Leased Real Property to facilitate discussions regarding assigning the applicable Leases or entering into Occupancy Agreements with respect thereto. Purchaser also agrees to negotiate in good faith with the Other Purchaser with respect to any portions of such properties that the Other Purchaser desires to occupy, including entering into Occupancy Agreements that provide both parties with access to the space they desire and/or entering into new leases with the landlords providing both Purchaser and the Other Purchaser with space at each such location. The Sellers agree to use reasonable best efforts to obtain with respect to the Andover Leased Real Property, Limerick Leased Real Property and Guangzhou Leased Real Property an estoppel certificate (or similar foreign equivalent) from each landlord under each respective Lease, dated no more than thirty (30) days prior to the Closing Date, confirming there are no active or pending defaults under such Lease and certifying that the form of such Lease provided to Purchaser hereunder is true, correct and complete.

6.11 **Credit Support.** On or as promptly as reasonably practicable after the Closing Date, Purchaser shall use its commercially reasonable efforts to procure, at its sole expense, and Sellers shall cooperate with Purchaser in procuring, the return or release by the applicable counterparty of the letter of credit furnished by Casa Seller or any of its Subsidiaries or any third party on behalf thereof with respect to the Business listed on Schedule 6.11 to the extent related to an Assigned Contract (the “**Financial Assurance**”), or posting surety or performance bonds with terms that are at least as favorable to the counterparty as the terms of the applicable Financial Assurance.

6.12 **Transition Services Agreement**(a) . As soon as reasonably practicable after the date hereof, and in any event prior to the Closing, Purchaser, the Sellers and the Other Purchaser shall cooperate in good faith to finalize the Transition Services Agreement. Promptly following the date of this Agreement, the Sellers shall introduce Purchaser to the Other Purchaser to facilitate discussions regarding the Transition Services Agreement. Purchaser and the Sellers also agree to negotiate in good faith with each other and the Other Purchaser with respect to the Transition Services Agreement. The Sellers shall require the Other Purchaser to agree in the Other Agreement to negotiate in good faith with Purchaser and the Sellers with respect to the Transition Services Agreement. Furthermore, the Sellers shall also require the Other Purchaser to agree in the Other

Agreement that, to the extent the closing of the transactions contemplated by the Other Agreement occurs prior to the Closing, the Sellers will need continued access to the Shared Assets to continue to operate the Business in the ordinary course pending the Closing, and following such closing and until the Closing, the Other Purchaser and the Sellers shall use their reasonable efforts to cooperate with respect to the Sellers' continued access to such Shared Assets and the Other Purchaser shall provide transition services to the Sellers sufficient to allow the Sellers to operate the Business in the ordinary course.

## ARTICLE 7 POST-CLOSING COVENANTS

### ***7.1 Access to Information; Books and Records.***

(a) Until the earlier of the closure of the Bankruptcy Cases and two (2) years after the Closing Date, Purchaser and its Affiliates shall (i) afford the Sellers and their representatives reasonable access, during normal business hours, upon reasonable advance notice and under reasonable circumstances, to the books and records of the Business to the extent relating to periods prior to the Closing for purposes relating to the Bankruptcy Cases or the wind-down of the operations of the Casa Seller and shall permit the Sellers and their representatives to examine and copy such books and records to the extent reasonably requested by the Sellers for such purpose, provided, that any such access shall be subject to any reasonable limitations resulting from any Public Health Measures, and (A) all requests for access shall be directed to Dean Rockwell (dean.rockwell@vecima.com, with a copy to (which will not constitute notice) legaldept@vecima.com) or such other person as Purchaser may designate in writing from time to time (the “**Purchaser Access Contact**”), (B) such activities do not unreasonably interfere with the ongoing business or operations of the Business or Purchaser, and (C) Purchaser shall have the right to have one or more of its representatives present at all times during any visits, examinations, discussions or contacts contemplated by this Section 7.1(a), and (ii) cause its representatives to furnish all information reasonably requested by the Sellers or their representatives in connection with financial or regulatory reporting, audit, third party litigation, preparing or filing of any Tax Return or the defense of any Tax claim or assessment or any other business purpose in connection with the Business or the Transactions to the extent relating to periods prior to the Closing; *provided, however*, that nothing in this Section 7.1 shall require Purchaser to furnish to the Sellers or their respective representatives any material that (A) is subject to an attorney-client or solicitor-client privilege or an attorney or solicitor work-product privilege, (B) may not be disclosed pursuant to applicable Law, (C) is pertinent to any litigation in which the Sellers or any of its Affiliates, on the one hand, and Purchaser or any of its Affiliates, on the other hand, are engaged, (D) constitutes Personal Information other than in compliance with Privacy Requirements or (E) legal counsel for Purchaser reasonably concludes may give rise to antitrust or competition law issues or violate a protective order.

(b) The Sellers acknowledge that they and their Subsidiaries and Affiliates are aware of Business Confidential Information and that the disclosure of such Business Confidential Information to third parties could be detrimental to Purchaser and its Affiliates. The Sellers covenant that from and after the Closing and for so long as the Business Confidential Information otherwise remains confidential, it will not, and will direct its Subsidiaries and Affiliates not to, disclose such Business Confidential Information without Purchaser's prior written consent, except

as may be required in connection with public reporting Laws and obligations, including the Securities and Exchange Act of 1934, as amended, *provided* that the Sellers have complied with all of the requirements of Section 7.1(d). If requested or required in connection with a legal proceeding or investigation by a Governmental Authority (by oral questions, interrogatories, requests for information, subpoena, civil investigative demand, or similar process) to disclose any Business Confidential Information, the Sellers agree to provide Purchaser with prompt written notice of such request so as to allow Purchaser (at Purchaser's sole cost and expense) to seek an appropriate protective order and/or waive compliance with the provisions of this Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, the Sellers or their representatives are, as advised by the Sellers' counsel, required to disclose Business Confidential Information, the Sellers shall disclose only that portion of such information as is legally required; provided, that the Sellers will exercise commercially reasonable efforts to obtain assurance that confidential treatment will be accorded such information if requested by Purchaser and at Purchaser's sole cost and expense.

(c) After the Closing, and without limiting the generality of Section 7.1(b) and without prejudice to the obligations of the Sellers pursuant to Section 7.1(a), the Sellers shall, and shall use commercially reasonable efforts to ensure that their employees: (a) hold in confidence, using at least the same degree of care that the Sellers use to protect their own confidential information, but in no event less than a reasonable degree of care, all trade secrets and confidential information included in the Transferred Intellectual Property; (b) not use or otherwise exploit, for any purpose, any Transferred Intellectual Property; and (c) not disclose any trade secrets or confidential information included in the Transferred Intellectual Property to any third Person, without Purchaser's prior written consent, except in connection with any requirements of applicable Law, *provided* that the Sellers have complied with all of the requirements of Section 7.1(d).

(d) If the Sellers are required under applicable Law, or requested or required in connection with a legal proceeding or investigation by a Governmental Authority (by oral questions, interrogatories, requests for information, subpoena, civil investigative demand, or similar process) to disclose any Business Confidential Information, or any trade secret or confidential information included in the Transferred Intellectual Property, the Sellers agree to provide Purchaser with prompt written notice of such requirement or request so as to allow Purchaser (at Purchaser's sole cost and expense) to seek an appropriate protective order and/or waive compliance with the provisions of this Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, the Sellers or their representatives are, as advised by the Sellers' counsel, required to disclose any Business Confidential Information, or any trade secret or confidential information included in the Transferred Intellectual Property, the Sellers shall notify Purchaser of the planned disclosure and its scope, and may disclose only the minimum portion of such information as is legally required; *provided*, that the Sellers will exercise commercially reasonable efforts to obtain assurance that confidential treatment will be accorded such information, if requested by Purchaser and at Purchaser's sole cost and expense



## 7.2 Post-Closing Receipt and Possession of Assets.

(a) After the Closing Date, the Sellers shall transfer to Purchaser from time to time, on a bi-weekly basis or, if not reasonably feasible, as promptly as practicable thereafter, any payments constituting Transferred Assets received by the Sellers. After the Closing Date, Purchaser shall transfer to the Sellers from time to time, on a bi-weekly basis or, if not reasonably feasible, as promptly as practicable thereafter, any payments constituting Excluded Assets, including any accounts receivable constituting Excluded Assets, received by Purchaser after the Closing.

(b) In the event that, after the Closing Date, Purchaser receives or otherwise is in possession of any other Excluded Asset, Purchaser shall promptly notify the Sellers of its receipt or possession of such other Excluded Asset and transfer, if so requested by the Sellers, at the Sellers' expense, such Excluded Asset to the Sellers. In the event that, after the Closing Date, the Sellers receive or otherwise are in possession of any other Transferred Asset, the Sellers shall promptly notify Purchaser of their receipt or possession of such other Transferred Asset and transfer, at Purchaser's expense (unless the Sellers were required to transfer such Transferred Asset to Purchaser at Closing, in which case, and without limitation of any other remedies available to Purchaser, such transfer will be at the Sellers' expense), such Transferred Asset to Purchaser.

(c) With respect to any Transferred Assets that are located at a Leased Real Property under a Contract that Purchaser elects to designate as an Excluded Asset under Section 2.2 within ten (10) Business Days of the Closing, the Sellers shall deliver such Transferred Assets to another Transferred Leased Real Property (or another location reasonably designated by Purchaser) as promptly as practicable (and in any event within ten (10) Business Days) after the Closing Date.

## 7.3 Tax Matters.

(a) The Sellers shall be responsible for preparing or causing to be prepared all Asset Tax Returns for taxable periods ending on or before the Closing Date (each, a "**Pre-Closing Tax Period**") that are required to be filed after the Closing. After the Closing, Purchaser will assist and cooperate with the Sellers in preparing such Asset Tax Returns.

(b) Purchaser shall prepare and timely file or cause to be prepared and timely filed (taking into account all extensions properly obtained) all Asset Tax Returns that are required to be filed for any taxable period that begins on or before the Closing Date and ends after the Closing Date (a "**Straddle Period**"). Purchaser shall prepare such Tax Returns in a manner consistent with past practice to the extent permitted by applicable Law and shall provide the Sellers with completed drafts of such Tax Returns for the Sellers' review and reasonable comment at least 15 days prior to the due date for filing thereof, taking into account extensions (or, if such due date is within 15 days following the Closing Date, as promptly as practicable following the Closing Date) and shall make such revisions to such Tax Returns as are reasonably requested by the Sellers to the extent permitted by applicable Law.

(c) The Sellers and their Subsidiaries shall be liable for all Seller Taxes, and Purchaser shall be liable for all other Asset Taxes. For purposes of this Agreement, in the case of any Straddle Period, (i) Asset Taxes based on or measured by sales or use, employment, or withholding or otherwise imposed on a transactional basis allocated to the portion of such Straddle Period ending on the Closing Date shall be determined based on an interim closing of the books as of the end of the day on the Closing Date and (ii) any other Asset Taxes shall be allocated to

the portion of such Straddle Period ending on the Closing Date by prorating the amount of such Tax for the entire taxable period per diem. For the avoidance of doubt, to the extent the Sellers or a Subsidiary has prepaid or deposited any amounts of any Asset Taxes prior to the Closing, the Sellers shall receive credit for such amounts in determining the net amount of Asset Taxes that Sellers continue to be liable for pursuant to this Agreement.

(d) Except as required by applicable Law, Purchaser and its Affiliates shall not make or change any Tax election, or amend or refile (or grant an extension of any statute of limitation with respect to) any Tax Return, that could reasonably be expected to cause or result in a material increase in any Tax liability or a material reduction in any tax benefit in respect of any Pre-Closing Tax Period or Straddle Period relating to the Seller or the Business without the prior written consent of the Seller (not to be unreasonably withheld, conditioned, or delayed).

(e) Purchaser shall promptly notify the Sellers in writing upon receipt by Purchaser or any of its Affiliates of notice of any pending or threatened federal, state, local or foreign Tax audits, proceedings or assessments relating to Pre-Closing Tax Period, Straddle Period or otherwise relating to an Asset Tax for which the Sellers may be liable (a “***Seller Tax Claim***”) or any other Tax for which Seller may be liable.

(f) The Sellers shall have the sole right to control the defense or resolution of any Seller Tax Claim solely relating to a Pre-Closing Tax Period, and to employ counsel of its choice at the Sellers’ expense; *provided, however*, that Purchaser and its representatives shall be permitted, at their expense, to observe and participate in any defense or resolution of such Seller Tax Claim and the Sellers shall promptly provide copies of any related correspondence for Purchaser’s review and comment, which Sellers shall consider in good faith. No Seller or any Affiliate of a Seller shall be entitled to settle, either administratively or after the commencement of litigation, any Seller Tax Claim governed by this Section 7.3(f) without the prior written consent of Purchaser (not to be unreasonably withheld, conditioned, or delayed).

(g) With respect to any Seller Tax Claim relating to a Straddle Period, the Purchaser shall have the sole right to control the defense or resolution of any such Seller Tax Claim, and to employ counsel of its choice at the Purchaser’s expense; *provided, however*, that Sellers and its representatives shall be permitted, at their expense, to observe and participate in any defense or resolution of such Seller Tax Claim and the Purchaser shall promptly provide copies of any related correspondence for Sellers’ review and comment, which Purchaser shall consider in good faith. Neither Purchaser nor any of its Affiliates shall be entitled to settle, either administratively or after the commencement of litigation, any Seller Tax Claim governed by this Section 7.3(g) without the prior written consent of Casa Seller (not to be unreasonably withheld, conditioned, or delayed).

(h) After the Closing, each of the Sellers and Purchaser shall (and shall cause their respective Affiliates to), at the expense of the requesting party:

(i) assist and cooperate in good faith with the requesting party in the payment of any Asset Taxes to the applicable Governmental Authority due on any Asset Tax Return that is required to be filed for a Straddle Period and for which such non-requesting party is a liable for pursuant to Section 7.3(c) (provided that, for the avoidance of doubt, the payment of any Taxes by a non-requesting party pursuant to this Section 7.3(h)(i) shall be at the expense of such non-requesting party);

(ii) reasonably cooperate in preparing for and defending any audits or proceedings of or disputes with Governmental Authorities regarding any Tax Returns required to be filed by, or Taxes related to the Transferred Assets due from, the Sellers for any Pre-Closing Tax Period or Straddle Period;

(iii) maintain and preserve until the expiration of the applicable statutes of limitations, and make available to the other Party as reasonably requested and to any Governmental Authority as reasonably required, all information, records and documents relating to Taxes related to the Transferred Assets for any Pre-Closing Tax Period or Straddle Period; and

(iv) furnish the other Party with copies of all correspondence received from any Governmental Authority in connection with any Tax audit, proceeding, assessment or information request relating to Taxes related to the Transferred Assets for a Pre-Closing Tax Period or Straddle Period, and furnish the other Party with copies of all records and documents relating to Taxes related to the Transferred Assets for a Pre-Closing Tax Period or Straddle Period that are proposed to be destroyed (and not otherwise in the possession of such other Party).

#### **7.4 Employee Matters.**

(a) Schedule 7.4(a) sets forth the names (where permitted under applicable privacy Laws) or other employee identifier of all individuals who are (i) employees or workers of the Sellers, their Subsidiaries or a professional employer organization as of the date hereof and (x) whose job responsibilities relate to the ownership, operation or use of the Transferred Assets or the Business or (y) whom Purchaser and the Sellers have otherwise designated as Scheduled Employees (the employees set forth on Schedule 7.4(a), as such Schedule may be updated in accordance with this Section 7.4(a), the “**Scheduled Employees**”), and (ii) independent contractors, consultants, or other service providers of the Sellers or their Subsidiaries as of the date hereof and (x) whose scope of work relates to the ownership, operation or use of the Transferred Assets or the Business or (y) whom Purchaser and the Sellers have otherwise designated as Scheduled Contractors (the independent contractors, consultants, or other service providers set forth on Schedule 7.4(a), the “**Scheduled Contractors**”). Schedule 7.4(a) also sets forth, for each Scheduled Employee or Scheduled Contractor as applicable, the Scheduled Employee’s or Scheduled Contractor’s job title or scope of work, date of hire or engagement, annual base salary or hourly wage rate (as applicable) or fee, target bonus opportunity for 2024 (if applicable), statutory notice period if not employed at will, and whether such Scheduled Employee is an Automatic Transfer Employee or an Offer Employee (the “**Scheduled Workers Schedule**”). The Scheduled Workers Schedule shall be held in confidence and shall not be filed with the Bankruptcy Court (unless under seal). From time to time following the date hereof (and not later than 12 Business Days prior to the expected Closing Date), (i) Purchaser may, in its sole discretion, add any employee, independent contractor, consultant or other service provider of the Sellers, their Subsidiaries or any professional employer organization whose job responsibilities relate to the ownership, operation or use of the Transferred Assets or the Business to the Scheduled Workers Schedule by providing the Casa Seller written notice of such addition, and (ii) to the extent necessary, the Sellers shall, in consultation with and following the approval of Purchaser, update the Scheduled Workers Schedule to reflect any changes thereto.

(b) The Sellers and Purchaser agree that the Transactions will constitute a relevant transfer for the purposes of the Regulations and, accordingly, that they will not operate so as to terminate the contracts of employment of any of the Automatic Transfer Employees. Such contracts of employment shall be transferred to a member of the Purchaser's Group pursuant to the Regulations. The Sellers shall comply with their duties under the Regulations, and under any works council, information and consultation, or other similar agreement, including furnishing the Automatic Transfer Employees and/or their representatives (including elected representatives, work council representatives or union representatives as the case may be), with the information required to be provided under the Regulations in each relevant jurisdiction, and consulting with the Automatic Transfer Employees and/or their representatives to the extent required by the Regulations, any of the aforementioned agreements or by applicable Law. The Purchaser agrees to comply with its obligations and to take all actions required under applicable Law, including the Regulations, and any applicable collective bargaining agreements, and all other administrative actions as are reasonably necessary or appropriate (including providing the Sellers with details of (i) which member of the Purchaser's Group will employ each Automatic Transfer Employee upon Closing, and (ii) any measures or changes to employment terms or working conditions envisaged by Purchaser that will affect the Automatic Transfer Employees).

(c) Purchaser shall, subject to applicable privacy Laws, have reasonable access to the Offer Employees and the relevant terms of their employment (including benefits) and the Scheduled Contractors and the relevant terms of their engagement for the purposes of preparing to make offers of employment or engagement, though shall not contact any Offer Employee or Scheduled Contractor without the Casa Seller's consent (such consent not to be unreasonably delayed or withheld). Upon Purchaser's request, Casa Seller will provide to the Offer Employees selected by Purchaser, a separation agreement in a form approved by Purchaser which will contain a waiver of any severance entitlement that the applicable Offer Employees would be eligible to receive due to their employment transfer to Purchaser as part of the Transactions. At least 10 Business Days prior to the expected Closing Date, Purchaser shall deliver to the Casa Seller the form of written offer of employment that is to be provided to the Offer Employees Purchaser intends to offer employment in accordance with the requirements set out in this Section 7.4, and the form of written independent contractor or consulting agreement that is to be provided to the Scheduled Contractors Purchaser intends to offer engagement, and in each case agrees to consider in good faith any comments provided by the Casa Seller on such form. No later than 7 Business Days prior to the expected Closing Date, Purchaser shall offer employment in writing to each of the Offer Employees it has selected and offer engagement in writing to each Scheduled Contractor it has selected, in each case, in its sole discretion, effective as of the Closing. For the avoidance of doubt, except as provided in Section 7.4(b), Purchaser shall have the right to offer employment to such Offer Employees and offer engagement to such Scheduled Contractors as it shall determine in its sole discretion, and, is not obligated to make offers to or to hire any Offer Employee or to make offers to or engage any Scheduled Contractors (including any Offer Employee who is provided with, but refuses to sign, a separation agreement as contemplated above in this Section 7.4(c)). No later than 2 Business Days prior to the expected Closing Date, Purchaser shall deliver to the Sellers a list identifying: each Offer Employee who has then accepted Purchaser's offer of

employment (each Offer Employee who accepts such offer on or prior to the Closing Date, successfully fulfills the conditions of such offer, as determined in Purchaser's sole discretion, and actually commences employment with Purchaser, a "**Continuing Offer Employee**"), each Offer Employee who has then rejected Purchaser's offer of employment or engagement, each Scheduled Contractor who has then accepted Purchaser's offer of engagement (each Scheduled Contractor who accepts such offer on or prior to the Closing Date, successfully fulfills the conditions of such offer, as determined in Purchaser's sole discretion, and actually commences engagement with Purchaser, a "**Continuing Contractor**"), and each Scheduled Contractor who has then rejected Purchaser's offer of employment or engagement. Effective immediately prior to the Closing, the Sellers or their applicable Subsidiaries will terminate the employment of the Continuing Offer Employees and the engagement of the Continuing Contractors and will terminate the participation of all Continuing Offer Employees and Automatic Transfer Employees, if applicable, in the Seller Benefit Plans. Without limiting the foregoing, the termination of any Continuing Offer Employee residing in PRC ("**PRC Continuing Offer Employee**") shall be pursuant to a mutual tripartite agreement among Casa China, such PRC Continuing Offer Employee and Purchaser's Affiliate in China in a form reasonably consented to by Purchaser, and the Casa Seller shall provide written documentation of such agreements signed by Casa China and such PRC Continuing Offer Employee to Purchaser. The Sellers or their applicable Subsidiaries will be responsible for (i) the payment of all wages and other remuneration due to the Scheduled Employees and Scheduled Contractors with respect to their services as employees or independent contractors, consultants or service providers through the close of business on the Closing Date, (ii) the payment of any termination or severance payments and the provision of health plan continuation coverage, to the extent required by applicable Law, including COBRA and ERISA, and provided in accordance therewith, for any Scheduled Employees that do not become Continuing Offer Employees and (iii) any and all payments to employees required under the WARN Act and any similar state or local law (excluding any liabilities triggered by post-Closing terminations by Purchaser; provided, that the Sellers provide a list of each former employee and their principal place of employment who has been terminated within the 90 days prior to the Closing) and the PRC Labor Law applicable to the Scheduled Employees. Notwithstanding the foregoing, when Purchaser delivers to the Casa Seller a list identifying each Continuing Offer Employee, in the event that Purchaser has not fulfilled the conditions for employing the PRC Continuing Offer Employees (including establishment of a subsidiary or branch company in the city where the PRC Continuing Offer Employees are located, opening of local bank account, social insurance account, and housing funds account, in each case by Purchaser or its applicable Affiliates), Purchaser may, in its sole discretion, provide the Casa Seller with written notice to postpone employment of the PRC Continuing Offer Employees by Purchaser or its applicable Affiliates, and the Sellers agree that (i) Casa China will continue to employ the PRC Continuing Offer Employees until Purchaser notifies the Casa Seller in writing that it has fulfilled the conditions for employing the PRC Continuing Offer Employees which shall occur as soon as practically possible and in any case no later than ninety (90) days after the Closing, (ii) within 7 business days of receiving Purchaser's written notification that it has fulfilled the conditions for employing the PRC Continuing Offer Employees, Casa China shall terminate the employment of each PRC Continuing Offer Employee pursuant to a tripartite mutual agreement among Casa China, such PRC Continuing Offer Employee and Purchaser's Affiliate in China in a form reasonably consented to by Purchaser, and the Casa Seller shall provide written documentation of such agreements signed by Casa China and such PRC Continuing Offer Employee to Purchaser, and (iii) Casa China will be responsible for

(x) the payment of all wages, remuneration, and statutory benefits, as set forth in Schedule 3.9, to the PRC Continuing Offer Employees with respect to their services as employees until the termination of their employment with Casa China; provided, that Purchaser or its applicable Affiliates shall prepay Casa China for such payments of wages, remuneration, and statutory benefits at least three (3) Business Days in advance of applicable employee pay dates; provided, that Casa China shall provide Purchaser or its applicable Affiliates with an invoice detailing the total payment amount as well as a breakdown of items and payments made to each PRC Continuing Offer Employee at least ten (10) Business Days in advance of applicable employee pay dates, and (y) the payment of any severance or separation benefits payable to each PRC Continuing Offer Employee arising from the termination of employment between Casa China and each PRC Continuing Offer Employee, to the extent required by the PRC Labor Law.

(d) Except to the extent otherwise required by applicable Law, for not less than 12 months following the Closing Date (the “**Protected Period**”), Purchaser shall provide each Continuing Offer Employee and each Automatic Transfer Employee who becomes employed by Purchaser (together, the “**Continuing Employees**”), for so long as he or she remains employed with Purchaser during the Protected Period, with: (i) annual base salary or hourly wage rate and cash target incentive compensation opportunities (for the avoidance of doubt, excluding equity incentives) that are no less favorable, in each case, than the annual base salary or hourly wage rate and cash target incentive compensation opportunities provided to such Continuing Employee by the Sellers immediately prior to the Closing Date and (ii) other employee benefits that are substantially comparable in the aggregate to those provided to such Continuing Employee under Seller Benefit Plans as in effect immediately prior to the Closing Date (with such comparability analysis excluding any defined benefit pension plans, retiree welfare benefits, equity incentive compensation, and nonqualified deferred compensation). Each of the Parties shall take such actions reasonably required to provide that the employment of each Continuing Employee shall be transferred to or assumed by Purchaser and its Affiliates in a manner such that his or her employment shall be considered continuous and uninterrupted employment under applicable Laws. Purchaser shall, or shall cause an Affiliate to, recognize the service of Continuing Employees under any Seller Benefit Plan prior to the Closing Date as service with Purchaser under any employee pension benefit plan and employee welfare benefit plan and policy maintained by Purchaser which is made available to the Continuing Employees following the Closing Date by Purchaser for purposes of any waiting period, vesting and eligibility, severance entitlements, and the level of vacation pay accrual such that the Sellers or their Subsidiaries shall not be required to pay any severance payments or other separation benefits (including the employer-paid portion of any employment taxes) to any Continuing Employees after the Closing; provided, that Purchaser is not required to count such service of the Continuing Employees prior to the Closing Date in calculating the amount of an employee’s benefit under Purchaser’s plan or policy; and, provided further, that such crediting shall not result in the duplication of benefits with respect to any Continuing Employee. In addition, Purchaser shall use commercially reasonable efforts to waive, or cause its insurance carriers to waive, all limitations as to pre-existing conditions, if any, with respect to participation and coverage requirements applicable to Continuing Employees under any employee welfare benefit plan (as defined in Section 3(1) of ERISA) which is made available to Continuing Employees following the Closing Date by Purchaser.

(e) With respect to any Continuing Employee whose non-immigration authorization to work in the United States is based on an employer-sponsored petition, such as an H1B, the Sellers agrees to work with Purchaser in support of the transfer of sponsorship applicable to the Continuing Employee's employment authorization. Purchaser shall use commercially reasonable efforts to obtain any sponsorship license (or local equivalent) necessary to employ the Continuing Employees outside the United States requiring a sponsored visa (each, a "**Non-US Visa Employee**") prior to Closing and (ii) the appropriate visa or other work authorization for each Non-US Visa Employee as soon as reasonably practicable following the earliest permitted date under applicable Law.

(f) The provisions of this Section 7.4 are solely for the benefit of the Parties to the Agreement, and no Continuing Employee (including any beneficiary or dependent thereof), Continuing Contractor or any other Person shall be regarded for any purpose as a third-party beneficiary of the Agreement, and no provision of this Section 7.4 shall create such rights in any such persons with respect to the compensation, terms and conditions of employment or benefits that may be provided to any such employee or beneficiary or dependent by Sellers, Purchaser or any of their respective Affiliates or under any benefit plan (including any Seller Benefit Plans) which Sellers, Purchaser or any of its Affiliates may maintain, other than what is legally required in accordance with applicable Laws. Nothing in this Agreement is intended to (i) be treated as an amendment of any particular Seller Benefit Plan, (ii) prevent Purchaser or any of its Affiliates from amending or terminating any compensation or benefit plan of Purchaser or its Affiliates on or after the Closing Date in accordance with the terms of such plan or applicable Law, or (iii) prevent Purchaser or any of its Affiliates from terminating the employment or engagement of any Continuing Employee or Continuing Contractor.

#### **7.5 Shared Assets.**

(a) To the extent the Transferred Assets (other than Transferred Intellectual Property) also relate to the Other Business (together with assets of the Other Business that also relate to the Business, collectively the "**Shared Assets**"), Purchaser shall use its commercially reasonable efforts to cooperate with the Other Purchaser in any lawful and commercially reasonable arrangement proposed by the Purchaser or the Other Purchaser to ensure the Other Purchaser receives the rights and benefits of such Shared Assets related to the Other Business as promptly as practicable after the later of (i) the Closing and (ii) the closing of the Other Purchaser's purchase of the Other Business. The Sellers shall similarly obligate the Other Purchaser to agree in the Other Agreement to reasonably cooperate with Purchaser to provide Purchaser reciprocal rights and benefits to use any Shared Assets purchased by the Other Purchaser that also relate to the Business.

(b) If the Sellers inadvertently purported to assign ownership of any Transferred Intellectual Property (the "**Disputed IP**") to the Other Purchaser or to any other Person, in addition to all other rights and remedies available to Purchaser, including the right to seek equitable relief to nullify the conflicting assignment of the Disputed IP, to compel acknowledgement of Purchaser's exclusive ownership of the Disputed IP, to compel disgorgement by the Other Purchaser and others of all materials related to and embodying the Disputed IP, and to enjoin all third party uses of the Disputed IP, Purchaser shall meanwhile at a minimum and at all times have a worldwide, perpetual, irrevocable, unrestricted, fully paid up, right and license to use such Disputed IP. The Sellers shall require the Other Purchaser to acknowledge in the Other Agreement Purchaser's right in any Disputed IP.

(c) If any Transferred Intellectual Property that is not material to the Business is also used in the Other Business (“**Shared IP**”), Purchaser agrees to grant and hereby does grant to the Other Purchaser a non-exclusive, worldwide, perpetual, irrevocable, unrestricted, fully paid up, right and license to use such Shared IP for and in the Other Business. Material Transferred Intellectual Property will in no event be considered Shared IP and the Other Purchaser will not have the right to use material Transferred Intellectual Property except with the prior written consent of Purchaser in its sole discretion; provided that Purchaser will not unreasonably withhold its consent to any transitional license on standard terms, if requested by the Other Purchaser, for any trademarks, service marks, brand names, logos, domain names, social media accounts and other source or business identifiers included in the Transferred Intellectual Property.

**7.6 License Grant.** The Sellers hereby grant to Purchaser a non-exclusive, worldwide, perpetual, irrevocable, transferable right and license, with the right to sublicense, to use the Purchaser Licensed IP listed in Schedule 7.6 for and in the Business. The license granted in this Section 7.6 to use Purchaser Licensed IP is for all purposes under this Agreement included in the Licensed IP that Purchaser has the right to use following the Closing, with the understanding that Purchaser’s right to use the Purchaser Licensed IP arises under this Agreement and not under an Assigned Contract. If and to the extent the Sellers, their Subsidiaries, assignees or licensees sell, transfer, assign, license or otherwise dispose of all or a portion of Purchaser Licensed IP, including to the Other Purchaser, all such sales, transfer, assignments, licenses and other dispositions shall be subject to Purchaser’s perpetual and irrevocable license rights in such Purchaser Licensed IP. The Sellers shall include Purchaser’s license rights in the Purchaser Licensed IP in the Other Agreement or any other agreement for the sale of the Purchaser Licensed IP to the Other Purchaser or to others.

**7.7 Avoidance Actions.** Purchaser covenants not to transfer, assign, pursue, or cause or knowingly permit the prosecution, in any state, federal or foreign court, or before any other local, state, federal or foreign tribunal, of the Avoidance Actions.

## **ARTICLE 8 CONDITIONS PRECEDENT**

**8.1 Conditions to Each Party’s Obligation.** The respective obligations of the Parties to effect the Transactions are subject to the satisfaction (or, to the extent permitted by applicable Law, waiver by the Casa Seller and Purchaser), at or prior to the Closing, of each of the following conditions:

(a) No Injunctions or Restraints. No Order or Law preventing the consummation of the Transactions shall be in effect.

(b) Sale Order. The Bankruptcy Court shall have entered the Bid Procedures Order and the Sale Order, each of which shall be a Final Order, in full force and effect and not subject to a stay, vacation or reversal.



**8.2 Conditions to Obligation of Purchaser.** The obligation of Purchaser to effect the Transactions is subject to the satisfaction (or, to the extent permitted by applicable Law, waiver by Purchaser), at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties. (i) Each of the Fundamental Seller Representations shall be true and correct in all respects as of the date hereof and as of the Closing as though made at and as of such time (other than such representations and warranties that relate to an earlier date, which shall be so true and correct as of such date), and (ii) each of the other representations and warranties of the Sellers set forth in Article 3 shall be true and correct in all respects (without giving effect to any qualifications or limitations as to materiality (including the word “material”), “Material Adverse Effect” or words of similar import set forth therein) as of the date hereof and as of the Closing as though made at and as of such time (other than such representations and warranties that relate to an earlier date, which shall be so true and correct as of such date), except, with respect to this clause (ii) only, where the failure of such representations and warranties to be so true and correct would not have, individually or in the aggregate, a Material Adverse Effect.

(b) Performance of Covenants and Obligations. The Sellers shall have performed or complied in all material respects with all obligations and covenants required to have been performed or complied with by it under this Agreement at or prior to the Closing.

(c) No Material Adverse Effect. During the period from the date of this Agreement through the Closing Date, there shall not have occurred any Material Adverse Effect.

(d) Closing Deliverables. The Sellers shall have delivered to Purchaser the closing deliverables required to be delivered by the Sellers pursuant to Section 2.7(a) and Section 2.7(c).

(e) No Pending Proceeding. There shall not be pending or threatened any Action with respect to which any Governmental Authority is or has threatened to become a party (i) seeking to restrain or prohibit the consummation of the Transactions, or seeking to obtain from Purchaser or its Affiliates any damages that are material in relation to the Transferred Assets, or (ii) otherwise inquiring into the compliance of the Transactions with the Antitrust Laws.

**8.3 Conditions to Obligations of the Sellers.** The obligation of the Sellers to effect the Transactions is subject to the satisfaction (or, to the extent permitted by applicable Law, waiver by the Sellers), at or prior to the Closing, of each of the following conditions:

(a) Representations and Warranties. (i) Each of the Fundamental Purchaser Representations shall be true and correct in all respects as of the date hereof and as of the Closing as though made at and as of such time (other than such representations and warranties that relate to an earlier date, which shall be so true and correct as of such date), and (ii) each of the other representations and warranties of Purchaser set forth in Article 4 shall be true and correct in all material respects (without giving effect to any qualifications or limitations as to materiality (including the word “material”) or words of similar import set forth therein) as of the date hereof and as of the Closing as though made at and as of such time (other than such representations and warranties that relate to an earlier date, which shall be so true and correct as of such date), except, with respect to this clause (ii) only, where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, prevent or materially impair Purchaser’s performance of its obligations under this Agreement or the Related Documents or the consummation of the Transactions.

(b) Performance of Covenants and Obligations. Purchaser shall have performed or complied in all material respects with all obligations and covenants required to have been performed or complied with by it under this Agreement at or prior to the Closing.

(c) Closing Deliverables. Purchaser shall have delivered to the Casa Seller the closing deliverables required to be delivered by Purchaser pursuant to Section 2.7(a) and Section 2.7(b).

## ARTICLE 9 TERMINATION

9.1 **Events of Termination**. Notwithstanding anything to the contrary, this Agreement may be terminated, and the Transactions may be abandoned, at any time prior to the Closing as follows:

(a) by mutual written consent of Purchaser and the Casa Seller;

(b) by Purchaser or the Casa Seller, by written notice to the other Party, if (i) the Bankruptcy Court enters an Order approving a Competing Bid or any sale or other disposition of all or substantially all of the Transferred Assets to a Person other than Purchaser (each, an “**Alternate Transaction**”) or (ii) upon the Casa Seller or any of its Subsidiaries entering into a definitive agreement with respect to an Alternate Transaction;

(c) by Purchaser, if (i) the Casa Seller withdraws the Sale Motion, (ii) the Casa Seller moves to voluntarily dismiss the Bankruptcy Cases or the Bankruptcy Court otherwise orders, (iii) the Casa Seller moves for conversion of the Bankruptcy Cases to Chapter 7 of the Bankruptcy Code or the Bankruptcy Court otherwise orders, (iv) the Casa Seller moves for appointment of an examiner with expanded powers pursuant to Section 1104 of the Bankruptcy Code or a trustee in the Bankruptcy Cases or the Bankruptcy Court otherwise orders, (v) Purchaser is not selected as the Successful Bidder or the Back-Up Bidder at the conclusion of the Auction or (vi) there is in effect a Final Order of a Governmental Authority of competent jurisdiction restraining, enjoining, or otherwise prohibiting the consummation of the Transactions;

(d) by Purchaser, by written notice from Purchaser to the Casa Seller, if there has been a breach or inaccuracy of a covenant, representation or warranty made by the Sellers in this Agreement, and such breach or inaccuracy would result in a failure of any of the conditions in Section 8.1 or Section 8.2 to be satisfied and which breach is incapable of being cured or, if capable of being cured, has not been cured by the Sellers prior to the earlier of (i) 20 Business Days after receipt of written notice from Purchaser requesting such breach or inaccuracy be cured or (ii) the Outside Date; *provided, however*, that the right to terminate this Agreement pursuant to this Section 9.1(d) shall not be available to Purchaser if the failure of Purchaser to fulfill any of its obligations under this Agreement has been the primary cause of, or resulted in, such breach or inaccuracy, or if the conditions in Section 8.1 or Section 8.3 are not capable of being satisfied because there is then a breach or inaccuracy of a covenant, representation or warranty made by Purchaser in this Agreement;

(e) by the Casa Seller, by written notice from the Casa Seller to Purchaser, if there has been a breach or inaccuracy of a covenant, representation or warranty made by Purchaser in this Agreement, and such breach or inaccuracy would result in a failure of any of the conditions in Section 8.1 or Section 8.3 to be satisfied and which breach is incapable of being cured or, if capable of being cured, has not been cured by Purchaser prior to the earlier of (i) 20 Business Days after receipt of written notice from the Casa Seller requesting such breach or inaccuracy be cured or (ii) the Outside Date; *provided, however*, that the right to terminate this Agreement pursuant to this Section 9.1(e) shall not be available to the Casa Seller if the failure of the Sellers to fulfill any of its obligations under this Agreement has been the primary cause of, or resulted in, such breach or inaccuracy, or if the conditions in Section 8.1 or Section 8.2 are not capable of being satisfied because there is then a breach or inaccuracy of a covenant, representation or warranty made by the Sellers in this Agreement;

(f) by Purchaser or the Casa Seller, by written notice from Purchaser or the Casa Seller to the other, if any Governmental Authority of competent jurisdiction shall have issued an Order, enacted any Law or taken any other action restraining, enjoining or otherwise prohibiting the consummation of the Transactions and, in the case of Orders and other actions, such Order or other action shall have become Final Orders; *provided, however*, that the right to terminate this Agreement pursuant to this Section 9.1(f) shall not be available to the Party seeking to terminate if any action of such Party or any failure of such Party to act has contributed to such Order or other action and such action or failure constitutes a breach of this Agreement; or

(g) by Purchaser or the Casa Seller, by written notice from Purchaser or the Casa Seller to the other, if the Closing has not occurred on or prior to June 6, 2024 (the “**Outside Date**”); *provided, however*, that the Party exercising the right to terminate this Agreement pursuant to this Section 9.1(g) shall not have been responsible for such failure of the Closing to occur through a breach or inaccuracy of a covenant, representation or warranty contained in this Agreement.

## **9.2 Effect of Termination.**

(a) In the event that this Agreement shall be terminated pursuant to Section 9.1, all further obligations of the Parties under this Agreement shall terminate without further Liability or obligation to the other Party; *provided, however*, that, notwithstanding the foregoing, (i) the Liabilities and obligations under (A) the Confidentiality Agreement, and (B) Section 2.8(c), Section 6.2(c), this Section 9.2 and Article 10 shall continue in full force and effect, and (ii) nothing in this Section 9.2 shall relieve any Party from Liability for any breach of this Agreement occurring prior to any such termination; *provided, further, however*, that absent Fraud or willful misconduct, and other than as provided in this Section 9.2, notwithstanding anything to the contrary contained in this Agreement, (I) the maximum Liability of the Casa Seller under this Agreement (including for any and all such breaches or if this Agreement is terminated by Purchaser or the Casa Seller pursuant to Section 9.1(b)) shall not exceed an aggregate amount equal to the Break-Up Fee and the Expense Reimbursement Amount and (II) the maximum aggregate Liability of Purchaser under this Agreement (including for any and all such breaches, including if this Agreement is terminated by the Casa Seller pursuant to Section 9.1(e)) shall not exceed the amount of the Deposit Escrow Amount. The Seller’s receipt of the Deposit Escrow Amount shall be the sole and exclusive remedy against Purchaser in the event that the Casa Seller terminates this Agreement pursuant to Section 9.1(e).

(b) In consideration of Purchaser and its Affiliates having expended considerable time and expense in connection with this Agreement and the negotiation thereof, and the identification and quantification of assets to be included in the Transferred Assets, and to compensate Purchaser as a stalking-horse bidder in connection with the Auction, (i) should this Agreement be terminated pursuant to Section 9.1(b), (c), or (d) and the Casa Seller consummates an Alternate Transaction at any time within the six-month period following such termination, then in such event the Casa Seller shall pay to Purchaser within one (1) Business Day of the consummation of such Alternate Transaction (1) an amount equal to \$600,000 (the “**Break-Up Fee**”) and (2) the Expense Reimbursement Amount (to the extent the Expense Reimbursement Amount has not already been paid pursuant to clause (ii)), and (ii) should this Agreement be terminated at any time pursuant to Section 9.1(b), (c), (d), or (f), then in such event the Casa Seller shall pay to Purchaser (1) \$375,000 of the Expense Reimbursement Amount within one (1) Business Day of the termination of this Agreement, which shall be payable as a carve-out from the collateral of the Term Lenders, and (2) \$125,000 of the Expense Reimbursement Amount, which shall be an allowed administrative expense claim under section 503(b) of the Bankruptcy Code, (I) on or after the effective date in accordance with the terms of a confirmed chapter 11 plan or (II) in the order of priority in any case converted to chapter 7 of the Bankruptcy Code, in each case of clauses (i) and (ii), by wire transfer of immediately available funds, without further order of the Bankruptcy Court.

(c) Any Break-Up Fee and Expense Reimbursement Amount (collectively, the “**Bid Protections**”) that are payable to Purchaser pursuant to Section 9.2(b)(i) shall, to the extent applicable, be paid from the proceeds of the Alternate Transaction at the closing thereof and such proceeds equal to the amount of such Bid Protections shall be expressly carved-out from the collateral of the Term Lenders. If the Alternate Transaction is the result of a Successful Bid without a cash component sufficient to pay all or a portion of such Bid Protections, then, to the extent applicable, any resulting unpaid portion of such Bid Protections shall be payable at the closing of such Alternate Transaction as a carve-out from the collateral of the Term Lenders. For the avoidance of doubt, the foregoing applies whether the Alternate Transaction is consummated pursuant to Section 363 of the Bankruptcy Code or pursuant to a plan.

## ARTICLE 10 GENERAL PROVISIONS

10.1 ***Survival of Representations, Warranties and Covenants.*** All covenants and agreements contained in this Agreement that by their terms are to be performed in whole or in part, or which prohibit actions, subsequent to Closing shall, solely to the extent such covenants and agreements are to be performed, or prohibit actions, subsequent to Closing, survive the Closing in accordance with their terms until fully performed or satisfied. All other covenants and agreements contained herein, and all representations and warranties contained herein or in any certificated deliveries hereunder shall not survive Closing and shall therefor terminate, including any Action for damages in respect of any breach or inaccuracy thereof. Notwithstanding the foregoing, the provisions of Section 2.8, Section 6.2, Section 9.2, this Article 10 and the Confidentiality Agreement shall survive the Closing.

**10.2 Entire Agreement.** This Agreement, including the Exhibits and Schedules hereto, the Confidentiality Agreement and the Related Documents, contain the entire understanding of the Parties with respect to the subject matter contained herein and therein and supersede all prior and contemporaneous agreements, arrangements, contracts, discussions, negotiations, undertakings and understandings (including any letters of intent or term sheets), whether written or oral, among the Parties with respect to such subject matter or any prior course of dealings. The Parties have voluntarily agreed to define their rights, Liabilities and obligations respecting the Transactions exclusively in contract pursuant to the express terms and conditions of this Agreement, the Confidentiality Agreement and the Related Documents, and the Parties expressly disclaim that they are owed any duties or entitled to any remedies not expressly set forth in this Agreement, the Confidentiality Agreement and the Related Documents. Furthermore, the Parties each hereby acknowledge that this Agreement, the Confidentiality Agreement and the Related Documents embody the justifiable expectations of sophisticated parties derived from arm's-length negotiations, and all parties to this Agreement, the Confidentiality Agreement and the Related Documents specifically acknowledge that no party has any special relationship with another party that would justify any expectation beyond that of an ordinary purchaser and an ordinary seller in an arm's-length transaction.

**10.3 Amendment; No Waiver.** This Agreement and the Related Documents may be amended, supplemented or changed, and any provision hereof or thereof can be waived, only by a written instrument making specific reference to this Agreement (and, if applicable, the Related Documents) executed by, in the case of an amendment, supplement or change, the Casa Seller and Purchaser, and in the case of a waiver, the party against whom enforcement of any such waiver is sought. The waiver by any party of a breach of any provision of this Agreement or the Related Documents shall not operate or be construed as a further or continuing waiver of such breach or 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 a 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.

**10.4 Severability; Specific Versus General Provisions.** Whenever possible, each provision of this Agreement and the Related Documents shall be interpreted in such manner as to be effective and valid under applicable Law, but if any term or other provision of this Agreement or the Related Documents is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, all other terms or provisions of this Agreement and the Related Documents shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, in whole or in part, such term or provision is hereby deemed modified to give effect to the original written intent of the Parties to the greatest extent consistent with being valid and enforceable under applicable Law. No Party shall assert, and each Party shall cause its respective Affiliates or related parties not to assert, that this Agreement or any part hereof is invalid, illegal or unenforceable.

**10.5 Expenses and Obligations.** Except as otherwise provided in this Agreement, including as set forth in Section 9.2(b) and Section 2.9, all costs and expenses incurred by the Parties in connection with the Transactions, including the costs, expenses and disbursements of counsel and accountants, shall be borne solely and entirely by the Party that has incurred such expenses.

10.6 **Notices.** All notices, consents, waivers, and other communications under this Agreement or the Related Documents must be in writing and will be deemed to have been duly given (a) if personally delivered, on the date of delivery, (b) if delivered by express courier service of national standing for next day delivery (with charges prepaid), on the Business Day following the date of delivery to such courier service, and (c) if delivered by electronic mail on the date of transmission, if sent on a Business Day before 5:00 p.m. local time of the business address of the recipient party (otherwise on the next succeeding Business Day), in each case to the appropriate addresses or email addresses set forth below (or to such other addresses as a Party may designate by notice to the other Party in accordance with this Section 10.6):

If to Purchaser:

Vecima Technology Inc.  
4375 River Green Parkway, Suite 100  
Duluth, GA 30096  
Attention: Legal Department  
Email: legaldept@vecima.com

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

Arnold & Porter Kaye Scholer LLP  
70 W. Madison Street, Suite 4200  
Chicago, IL 60602  
Attention: Donal O'Brien and James Attonito  
Email: donal.obrien@arnoldporter.com; james.attonito@arnoldporter.com

and

Arnold & Porter Kaye Scholer LLP  
70 W. Madison Street, Suite 4200  
Chicago, IL 60602  
Attention: Tyler Nurnberg and Sarah Gryll  
Email: tyler.nurnberg@arnoldporter.com; sarah.gryll@arnoldporter.com

If to the Sellers:

Casa Systems, Inc.  
100 Old River Road  
Andover, MA 01810  
Attention: Timothy Rodenberger  
Email: timothy.rodenberger@casa-systems.com

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

Sidley Austin LLP  
787 Seventh Ave.  
New York, NY 10019  
Attention: Stephen E. Hessler and Patrick Venter  
Email: shessler@sidley.com; pventer@sidley.com

and

Sidley Austin LLP  
2021 McKinney Ave.  
Suite 2000  
Dallas, Texas 75201  
Attention: Kelly Dybala, William D. Howell  
Email: kdybala@sidley.com; bhowell@sidley.com

and

Ducera Partners LLC  
11 Times Square, 36th Floor  
New York, New York 10036  
Attention: Michael Kramer; Bradley Robins  
Email: mkramer@ducerapartners.com; brobins@ducerapartners.com

10.7 **Counterparts.** This Agreement may be executed in two or more counterparts (any of which may be delivered by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format, or other agreed format shall be sufficient to bind the Parties to the terms and conditions of this Agreement. Minor variations in the form of the signature page, including footers from earlier versions of this Agreement or any Related Document, shall be disregarded in determining the party's intent or the effectiveness of such signature.

10.8 **Governing Law.** Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement, the Related Documents and all Related Claims shall be governed by the internal laws of the State of Delaware (including its statute of limitations), without giving effect to any choice or conflict of law principles or rules that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

10.9 **Submission to Jurisdiction; Consent to Service of Process.**

(a) Without limiting any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to interpret and enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any Related Document, any breach or default hereunder or thereunder, or the Transactions, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit

to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 10.6, and each Party hereby irrevocably agrees that all Related Claims may be heard and determined in such courts. The Parties hereby irrevocably and unconditionally waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such Related Claim brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties agree that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each of the Parties hereby consents to process being served by any Party to this Agreement in any Related Claim by the delivery of a copy thereof in accordance with the provisions of Section 10.6 (other than by email) along with a notification that service of process is being served in conformance with this Section 10.9(b). Nothing in this Agreement will affect the right of any Party to serve process in any other manner permitted by Law.

**10.10 *Waiver of Jury Trial.*** EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT, THE RELATED DOCUMENTS OR ANY RELATED CLAIMS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING OR RELATED CLAIM BROUGHT BY OR AGAINST IT, DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE RELATED DOCUMENTS OR ANY RELATED CLAIMS.

**10.11 *Rights Cumulative.*** All rights and remedies of each of the Parties under this Agreement and the Related Documents will be cumulative, and the exercise of one or more rights or remedies will not preclude the exercise of any other right or remedy available under this Agreement, the Related Documents or applicable Law.

**10.12 *Assignment.*** Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors by operation of law and permitted assigns of the Parties. No assignment of this Agreement or any of the rights, interests or obligations under this Agreement may be made by any Party at any time, whether or not by operation of law, without the prior written consent of the Casa Seller and Purchaser, and any attempted assignment without the required consent shall be void; *provided, however*, that (a) Purchaser may assign (i) any of its rights or delegate any of its duties under this Agreement, in whole or from time to time in part, including to purchase any or all of the Purchased Assets, to offer employment to any or all Scheduled Employees and to employ any or all Continuing Employees, to one or more of its Affiliates (including, for the avoidance of doubt, any local “branch office” or similar extension of Purchaser or any of its Affiliates), and (ii) its rights, but not its duties, under this Agreement to any of its financing sources and (b) the Sellers may assign any of their rights or delegate any of their duties under this Agreement to any of their Affiliates or to any successor entity (including any liquidating trust) pursuant to a chapter 11 plan confirmed by the Bankruptcy Court; *provided, further, however*, that, in each case, such assignment shall not release the Parties from their obligations under this Agreement. Upon any such permitted assignment, the references in this Agreement to a Seller or Purchaser will also apply to such assignee unless the context requires otherwise.



10.13 ***Specific Enforcement; Remedies.*** The Parties agree that irreparable damage (for which monetary relief, even if available, would not be an adequate remedy) would occur in the event that any of the provisions of this Agreement were not performed by the Parties in accordance with their specific terms or were otherwise breached. It is accordingly agreed that (i) Purchaser, on the one hand, and the Sellers, on the other hand, shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction without proof of damages or otherwise and that this shall include the right of the Sellers or Purchaser, as applicable, to cause this Agreement and the Transactions to be consummated on the terms and subject to the conditions thereto set forth in this Agreement, and (ii) the right of specific performance and other equitable relief is an integral part of the Transactions and without that right, neither the Sellers nor Purchaser would have entered into this Agreement. Remedies shall be cumulative and not exclusive and shall be in addition to any other remedies which any Party may have under this Agreement. Each of the Parties hereby (A) waives any defenses in any action for specific performance, including the defense that a remedy at law would be adequate, (B) waives any requirement under any Law to post a bond or other security as a prerequisite to obtaining equitable relief and (C) agrees not to assert that a remedy of specific performance or other equitable relief is unenforceable, invalid, contrary to law or inequitable for any reason, and not to assert that a remedy of monetary damages would provide an adequate remedy or that the Parties otherwise have an adequate remedy at law. Notwithstanding anything to the contrary, in no event shall this Section 10.13 be used, alone or together with any other provision of this Agreement, to require the Sellers to remedy any breach of any representation or warranty of the Sellers.

10.14 ***Third-Party Beneficiaries.*** Except as set forth in Section 10.15 (with respect to the Nonparty Affiliates), Section 10.16 (with respect to the released parties identified therein) and the next sentence, nothing in this Agreement, express or implied, is intended to confer upon any Person other than the Parties any rights or remedies of any nature whatsoever under or by reason of this Agreement. From and after the Closing, all of the Persons identified as third-party beneficiaries in the first sentence of this Section 10.14 shall be entitled to enforce such provisions and to avail themselves of the benefits of any remedy for any breach of such provisions, all to the same extent as if such Persons were parties to this Agreement. The representations and warranties in this Agreement are the product of negotiations among the Parties and are for the sole benefit of the Parties. Any inaccuracies in such representations and warranties are subject to waiver by the Parties in accordance with this Agreement without notice or Liability to any other Person. In some instances, the representations and warranties in this Agreement may represent an allocation among the Parties of risks associated with particular matters regardless of the knowledge of any Party. Consequently, Persons other than the Parties may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

10.15 **No Personal Liability of Directors, Officers and Owners.** Except with respect to any claim for Fraud, (a) all Related Claims may be made only against (and are those solely of) the entities that are expressly identified as Parties in the preamble to this Agreement (the “**Contracting Parties**”) and (b) no Person who is not a Contracting Party, including any current, former or future director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney, representative or assignee of, or any financial advisor or lender to, any Contracting Party, or any current, former or future director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney, representative or assignee of, or any financial advisor or lender to, any of the foregoing (collectively, “**Nonparty Affiliates**”), shall have any Liability pursuant to any Related Claim, and, to the maximum extent permitted by Law, (a) each Contracting Party hereby waives and releases all such Liabilities, rights, claims, demands, or causes of action against any such Nonparty Affiliates and (b) each Contracting Party disclaims any reliance upon any Nonparty Affiliates with respect to the performance of this Agreement or any representation or warranty made in, in connection with, or as an inducement to this Agreement or the Related Documents.

10.16 **General Release.**

(a) Effective as of the Closing, the Sellers, on behalf of themselves, their Affiliates and each of their respective past, present and/or future officers, directors (and Persons in similar positions), employees, agents, general or limited partners, managers, management companies, members, advisors, stockholders, equity holders, controlling Persons, other representatives, or any heir, executor, administrator, successor or assign of any of the foregoing (each of the foregoing, a “**Seller Releasing Party**”), hereby fully, irrevocably and unconditionally releases and forever discharges Purchaser, any subsidiary of Purchaser, and their respective Affiliates and each of the foregoing’s respective past, present and/or future directors (and Persons in similar positions), managers, officers, employees, agents, general or limited partners, management companies, stockholders, members, equity holders, controlling Persons, other representatives and Affiliates, or any heir, executor, administrator, successor or assign of any of the foregoing, from and against, and covenants that it will not (directly or indirectly) assert any claim or proceeding of any kind before any Governmental Authority based upon, any and all claims, Actions, causes of action, suits, rights, debts, agreements, Losses and demands whatsoever and all consequences thereof, known or unknown, actual or potential, suspected or unsuspected, fixed or contingent, both in law and in equity with respect to the Transferred Assets and Assumed Liabilities, whether existing as of the Closing or arising thereafter, that a Seller Releasing Party has or may have, now or in the future, arising out of, relating to, or resulting from any act or omission, error, negligence, breach of contract, tort, violation of law, matter or cause whatsoever from the beginning of time to the Closing Date, except to the extent such actions or omissions constitute Fraud or willful misconduct. The foregoing sentence shall not be deemed to be a release or waiver by a Seller Releasing Party of any Action it may have under this Agreement or any of the other Related Documents.

(b) Effective as of the Closing, Purchaser, on behalf of itself, its Affiliates and each of their respective past, present and/or future officers, directors (and Persons in similar positions), employees, agents, general or limited partners, managers, management companies, members, advisors, stockholders, equity holders, controlling Persons, other representatives, or any heir, executor, administrator, successor or assign of any of the foregoing (each of the foregoing, a “**Purchaser Releasing Party**”), hereby fully, irrevocably and unconditionally releases and forever discharges the Sellers, any Subsidiary of the Sellers, and their respective Affiliates and each of the foregoing’s respective past, present and/or future directors (and Persons in similar positions), managers, officers, employees, agents, general or limited partners, management companies,

stockholders, members, equity holders, controlling Persons, other representatives and Affiliates, or any heir, executor, administrator, successor or assign of any of the foregoing, from and against, and covenants that it will not (directly or indirectly) assert any claim or proceeding of any kind before any Governmental Authority based upon, all claims, Actions, causes of action, suits, rights, debts, agreements, Losses and demands whatsoever and all consequences thereof, known or unknown, actual or potential, suspected or unsuspected, fixed or contingent, both in law and in equity with respect to the Excluded Assets and Excluded Liabilities, whether existing as of the Closing or arising thereafter, that a Purchaser Releasing Party has or may have, now or in the future, arising out of, relating to, or resulting from any act or omission, error, negligence, breach of contract, tort, violation of law, matter or cause whatsoever from the beginning of time to the Closing Date, except to the extent such actions or omissions constitute Fraud or willful misconduct. The foregoing sentence shall not be deemed to be a release or waiver by a Purchaser Releasing Party of any Action it may have under this Agreement or any of the other Related Documents.

10.17 **Legal Representation.** Purchaser and the Sellers acknowledge and agree that the Law Firm has represented the Sellers and their Affiliates in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Related Documents and the consummation of the Transactions, and that the Sellers, their Affiliates and its partners, officers, directors and representatives (the “**Seller Group Members**”) have a reasonable expectation that the Law Firm will represent them in connection with any Action involving any Seller Group Member, on the one hand, and Purchaser or any of its Affiliates and representatives (the “**Purchaser Group Members**”), on the other hand, arising under this Agreement, the Related Documents or the Transactions. Purchaser hereby, on behalf of itself and the other Purchaser Group Members, irrevocably: (a) acknowledges and agrees that any attorney-client privilege, solicitor-client privilege, work product or other attorney-client or solicitor-client confidential information arising from communications prior to the Closing between the Sellers (including any one or more officers, directors or stockholders of the Sellers), on the one hand, and the Law Firm, on the other hand, relating to the negotiation, preparation, execution or delivery of this Agreement or any Related Document or the consummation of the Transactions that is, immediately prior to the Closing, subject to attorney-client privilege, evidentiary privileges (including the work product doctrine), or attorney-client confidence under applicable Law (“**Attorney-Client Information**”), are not included in the property, rights, privileges, powers, franchises and other interests that are possessed by or vested in the Business or the Transferred Assets, that any such Attorney-Client Information shall be deemed property of, and controlled solely by, the Sellers for the benefit and on behalf of the Seller Group Members and, upon request, convey and transfer any Attorney-Client Information to the Sellers; (b) acknowledge and agree that the Seller Group Members shall have the right to retain, or cause the Law Firm to retain, any such Attorney-Client Information in the possession of the Law Firm or the Seller Group Members at the Closing; (c) agree not to access, retain or use any documentation or information constituting Attorney-Client Information and that no Purchaser Group Member shall have any right to waive any attorney-client privilege or other right to confidentiality with respect to such Attorney-Client Information; (d) disclaim the right to assert a waiver by any Seller Group Member with regard to the attorney-client privilege, solicitor-client privilege or other right to confidentiality with respect to such Attorney-Client Information solely due to the fact that such documentation or information is physically in the possession of Purchaser after the Closing; and (e) consent to the Law Firm’s representation after the Closing of any Seller Group Member in any Action to the extent relating to the Transactions and consent to

and waive any conflict of interest arising therefrom without the need for any future waiver or consent. In the event that any Action arises after the Closing between any Purchaser Group Member and a Person other than a Seller Group Member, such Purchaser Group Member shall not disclose any documentation or information that is subject to an attorney-client privilege or other rights of confidentiality referenced in this Section 10.17 without the prior written consent of the Casa Seller; *provided, however*, that if such Purchaser Group Member is required by judicial order or other legal process to make such disclosure, such Purchaser Group Member shall promptly notify the Casa Seller in writing of such requirement (without making disclosure) and shall provide the Sellers with such commercially reasonable cooperation and assistance to enable the Sellers to prevent disclosure by reason of such attorney-client privilege, solicitor-client privilege or other rights of confidentiality.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first written above.

**PURCHASER:**

VECIMA TECHNOLOGY INC.

By: /s/ Sumit Kumar  
Name: Sumit Kumar  
Title: Chief Executive Officer

*Signature Page to Asset Purchase Agreement*

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**CASA SELLER:**

CASA SYSTEMS, INC.

By: /s/ Edward Durkin

Name: Edward Durkin

Title: Chief Financial Officer

*Signature Page to Asset Purchase Agreement*

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**CASA IRELAND:**

CASA COMMUNICATIONS LIMITED

By: /s/ Edward Durkin

Name: Edward Durkin

Title: President

*Signature Page to Asset Purchase Agreement*

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**CASA CHINA:**

GUANGZHOU CASA COMMUNICATIONS LTD

By: /s/ Sophie (Rongke) Xie

Name: Sophie (Ronkge) Xie

Title: Executive Director, Legal Representative

*Signature Page to Asset Purchase Agreement*



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**CASA CANADA:**

CASA SYSTEMS CANADA LTD.

By: /s/ Edward Durkin

Name: Edward Durkin

Title: Authorized Signatory

*Signature Page to Asset Purchase Agreement*

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**CASA NETHERLANDS:**

CASA SYSTEMS B.V.

By: /s/ Edward Durkin

Name: Edward Durkin

Title: Authorized Signatory

*Signature Page to Asset Purchase Agreement*

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**CASA SPAIN:**

CASA COMMUNICATIONS TECHNOLOGY S.L.U.

By: /s/ Timothy Rodenberger

Name: Timothy Rodenberger

Title: Authorized Signatory

*Signature Page to Asset Purchase Agreement*

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***EXHIBIT A***

**Form of Bill of Sale and Assignment and Assumption Agreement**

See attached.

*Exhibit A to Asset Purchase Agreement*

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***EXHIBIT B***

**Escrow Agreement**

See attached.

*Exhibit B to Asset Purchase Agreement*

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***EXHIBIT C***

**Deposit Agreement**

See attached.

*Exhibit C to Asset Purchase Agreement*

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***EXHIBIT D***

**Form of IP Assignment**

See attached.

*Exhibit D to Asset Purchase Agreement*

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***EXHIBIT E***

**Sale Order**

To be appended prior to the Closing Date.

*Exhibit E to Asset Purchase Agreement*





## **Casa Systems Initiates Court-Supervised Chapter 11 Sale Process for Businesses**

*Reaches Agreements to Sell 5G Mobile Core and RAN Assets to Lumine Group  
and Cable Business to Vecima Networks*

**ANDOVER, Mass., April 3, 2024** – Casa Systems, Inc. (Nasdaq: CASA) (“Casa” or the “Company”), a leading provider of physical and cloud-native infrastructure technology solutions for wireless, cable and fixed broadband networks, today initiated a court-supervised process that is intended to achieve value-maximizing sales of its businesses. To facilitate these sales, the Company filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the U.S. Bankruptcy Court for the District of Delaware.

The Company has entered into an asset purchase agreement to sell its 5G Mobile Core and RAN businesses, which include its Axyom Cloud Native 5G Core Software & RAN Assets, to Lumine Group, a global acquirer of communications and media software businesses (the “Cloud/RAN Sale”). The Company has asked the Bankruptcy Court for approval to complete the transaction by the end of April.

The Company also entered into a stalking-horse asset purchase agreement to sell its Cable business to an affiliate of Vecima Networks, Inc., a global leader in delivering scalable software, services, and integrated technology platforms for broadband access, and content delivery (the “Cable Stalking Horse Sale”). The Company has asked the Bankruptcy Court to approve procedures for soliciting additional bids and to set an auction for mid-May.

The Company remains committed to the success of its customers and partners and intends to continue supporting them throughout this process.

Michael Glickman, Chief Executive Officer, said, “Like many in our sector, Casa has experienced a significant decline in revenue and profits due in large part to industry-wide downward capital investment and procurement trends in the cable and telco markets. We also have incurred significant investments to bring our 5G Mobile Core and RAN products to market. We believe the sales of our businesses through a Chapter 11 process will maximize value, preserve jobs and minimize disruption for our customers.”

Mr. Glickman continued, “We are incredibly grateful to our employees for their unrelenting hard work and commitment to serving our customers around the world. Their dedication has enabled us to continue to provide our leading portfolio of all-access broadband network solutions to our customers. Throughout this process, we will continue to support our loyal customers.”

### **Operating as Normal During the Court-Supervised Sale Process**

In connection with the sale process, the Company entered a Restructuring Support Agreement (“RSA”) with more than 98% of its senior secured lenders (the “Lenders”) that, among other things, allows Casa to use its cash on hand and proceeds of the anticipated Cloud/RAN Sale to fund its operations and Chapter 11 process.

To support its operations during the court-supervised process, the Company is filing a variety of customary motions seeking, among other things, authorization to meet its obligations to its employees, customers and vendors. The Company expects to receive Bankruptcy Court approval for these requests.

Casa’s international subsidiaries are not debtors in the Chapter 11 filing; however, certain of their businesses and related assets are included in the two asset sale transactions. The international subsidiaries will continue to operate in the ordinary course pending the closing of the sales.

The Company’s NetComm business, which commenced voluntary administration proceedings under Australian law on March 11, 2024, is not included in the U.S. Chapter 11 process.

Additional information regarding the Company's financial restructuring process is available at [www.CasaSaleProcess.com](http://www.CasaSaleProcess.com). Court filings and other information regarding the claims process are available on a separate website administrated by the Company's claims agent, Epiq, at <https://dm.epiq11.com/casasystems>, by calling Epiq toll-free at (877) 477-4039 (or (+1 (971) 606-5260 for calls originating outside of the U.S.), or by sending an email to [CasaSystems@epiqglobal.com](mailto:CasaSystems@epiqglobal.com).

## **Advisors**

Casa has engaged Sidley Austin LLP as legal counsel, Ducera Partners LLC as financial advisor, and Alvarez & Marsal North America, LLC as restructuring advisor.

## **About Casa Systems**

Casa Systems, Inc. (Nasdaq: CASA) is a next-gen technology leader that supports mobile, cable, and wireline communications services providers with market leading solutions. Casa's virtualized and cloud-native software solutions modernize operators' network architectures, expand the range of services they can offer their consumer and commercial customers, accelerate time to revenue and reduce the TCO of their network infrastructure and operations. Casa's suite of open, cloud-native network solutions unlocks new ways for service providers to quickly build flexible networks and service offerings that maximize revenue-generating capabilities. Commercially deployed in more than 70 countries, Casa Systems serves over 475 Tier 1 and regional service providers worldwide. For more information, visit <http://www.casasystems.com/>.

## **Forward-Looking Statements**

This press release contains forward-looking statements within the meaning of The Private Securities Litigation Reform Act of 1995. All statements other than statements of historical fact contained in this press release, business strategy, and plans and objectives for future operations, are forward-looking statements. The words "anticipate," "believe," "continue," "could," "estimate," "expect," "intend," "may," "are optimistic," "plan," "potential," "predict," "project," "target," "should," "will," "would," and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. These statements include, without limitation, statements regarding (i) the RSA, the transactions contemplated thereby, and the expected benefits thereof, including that it will enable the Company to substantially to maximize value for its stockholders, preserve jobs and continue to meet its obligations to its customers and vendors with minimal disruption; (ii) the Company's Chapter 11 proceedings, including, without limitation, the outcome thereof and the Company's expectations as to receipt of and timing for Court approvals, as well as the expected benefits of the proceedings; (iii) the Cloud/RAN Sale and the Cable Stalking Horse Sale, including the transactions contemplated thereby, the various conditions to which such proposed sales are subject and the risk that these conditions may not be satisfied for various reasons, including for reasons outside of the Company's control, as well as the expected benefits thereof; (iv) the Company's anticipated performance, operations, financial strength, potential, and prospects for long-term shareholder value creation, anticipated results of operations, including its business strategies, projected costs, prospects and plans, and other aspects of its operations or operating results; and (iv) other factors discussed in the "Risk Factors" section of its public reports filed with the Securities and Exchange Commission (the "SEC"), including its most recent Quarterly Report on Form 10-Q and its most recent Annual Report on Form 10-K, which are on file with the SEC and available in the investor relations section of the Company's website at <http://investors.casa-systems.com> and on the SEC's website at [www.sec.gov](http://www.sec.gov). It is not possible for the Company's management to predict all risks, nor can management assess the impact of all factors on the Company's business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements that the Company may make. In light of these risks, uncertainties and assumptions, the forward-looking events and circumstances discussed in this press release are inherently uncertain and may not occur, and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements. Accordingly, you should not rely upon forward-looking statements as predictions of future events. The Company disclaims any obligation to update publicly or revise any forward-looking statements for any reason after the date of this press release, except as may be required under applicable securities laws.

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**Casa Systems Media Contact**

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