

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

-----X  
In re: : Chapter 11  
: :  
ONE AVIATION CORPORATION, *et al.*,<sup>1</sup> : Case No. 18-12309 (CSS)  
: :  
Debtors. : Jointly Administered  
: :  
: **RE: Docket Nos. 969 & 975**  
-----X

**NOTICE OF FILING OF PROPOSED SALE ORDER**

**PLEASE TAKE NOTICE** that, on October 20, 2020, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Motion for Entry of Order (I) Approving Purchase Agreement, (II) Authorizing Sale Free and Clear of All Liens, Claims, Encumbrances, and Other Interests, and (III) Granting Related Relief* [Docket No. 969] (the “Motion”).<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE** that, on October 21, 2020, the Court entered the *Order Shortening the Time for Notice of the Hearing to Consider the Debtors’ Sale Motion* [Docket No. 975] (the “Scheduling Order”).

**PLEASE TAKE FURTHER NOTICE** that pursuant to the Scheduling Order, a hearing to consider the Sale will be held on November 6, 2020 at 10:00 a.m. (ET) (the “Sale Hearing”).

**PLEASE TAKE FURTHER NOTICE** that a copy of the proposed Sale Order is attached hereto as Exhibit A.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Scheduling Order, the deadline to file an objection to the Sale is November 3, 2020.

**PLEASE TAKE FURTHER NOTICE** that the Debtors intend to seek entry of the proposed Sale Order at the Sale Hearing. The Debtors reserve all rights to revise the proposed Sale Order at or prior to the Sale Hearing.

---

<sup>1</sup> The debtors in these chapter 11 cases, along with the last four digits of each debtor’s tax identification number, as applicable, are: ONE Aviation Corporation (9649); ACC Manufacturing, Inc. (1364); Aircraft Design Company (1364); Brigadoon Aircraft Maintenance, LLC (9000); DR Management, LLC (8703); Eclipse Aerospace, Inc. (9000); Innovatus Holding Company (9129); Kestrel Aircraft Company, Inc. (2053); Kestrel Brunswick Corporation (6741); Kestrel Manufacturing, LLC (1810); Kestrel Tooling Company (9439); and OAC Management, Inc. (9986). The Debtors’ corporate headquarters is located at 3520 Spirit Drive SE, Albuquerque, NM 87106.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Motion.

Dated: October 23, 2020  
Wilmington, Delaware

/s/ Jared W. Kochenash

Robert S. Brady (No. 2847)

M. Blake Cleary (No. 3614)

Sean M. Beach (No. 4070)

Jaime Luton Chapman (No. 4936)

Jared W. Kochenash (No. 6557)

**YOUNG CONAWAY STARGATT & TAYLOR, LLP**

Rodney Square

1000 North King Street

Wilmington, Delaware 19801

Telephone: (302) 571-6600

Facsimile: (302) 571-1253

- and -

Chris L. Dickerson (admitted *pro hac vice*)

Brendan M. Gage (admitted *pro hac vice*)

Nathan S. Gimpel (admitted *pro hac vice*)

**PAUL HASTINGS LLP**

71 South Wacker Drive, Suite 4500

Chicago, Illinois 60606

Telephone: (312) 499-6000

Facsimile: (312) 499-6100

- and -

Todd M. Schwartz (admitted *pro hac vice*)

**PAUL HASTINGS LLP**

1117 S. California Avenue

Palo Alto, California 94304

Telephone: (650) 320-1800

Facsimile: (650) 320-1900

*Counsel to the Debtors and Debtors in Possession*

**EXHIBIT A**

**Proposed Sale Order**

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

-----X  
In re: :  
 : **Chapter 11**  
ONE AVIATION CORPORATION, *et al.*,<sup>1</sup> :  
 : **Case No. 18-12309 (CSS)**  
Debtors. :  
 : **Ref. Docket Nos. 969, 975**  
-----X

**ORDER (I) APPROVING PURCHASE AGREEMENT, (II) AUTHORIZING SALE  
FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES,  
AND OTHER INTERESTS, AND (III) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “Motion”)<sup>2</sup> of the above-captioned Debtors and Debtors in possession (collectively, the “Debtors”), pursuant to sections 105(a), 363, 365, 503 and 507 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”), Rules 2002, 3007, 6004, 6006, 9006, 9007 and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 6004-1 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), for the entry of an order (this “Sale Order”) authorizing and approving (i) the Sale pursuant to that certain Asset Purchase Agreement, dated as of October 20, 2020, attached hereto as **Exhibit 1** (including all exhibits and schedules related thereto) between the Debtors and the Buyer (as may be amended, modified, or supplemented in accordance with the terms thereof, the “Purchase Agreement”), (ii) authorizing, at Closing, the sale of the Purchased Assets and the

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtors’ tax identification number, as applicable, are: ONE Aviation Corporation (9649); ACC Manufacturing, Inc. (1364); Aircraft Design Company (1364); Brigadoon Aircraft Maintenance, LLC (9000); DR Management, LLC (8703); Eclipse Aerospace, Inc. (9000); Innovatus Holding Company (9129); Kestrel Aircraft Company, Inc. (2053); Kestrel Brunswick Corporation (6741); Kestrel Manufacturing, LLC (1810); Kestrel Tooling Company (9439); and OAC Management, Inc. (9986). The Debtors’ corporate headquarters is located at 3520 Spirit Drive SE, Albuquerque, NM 87106.

<sup>2</sup> Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Motion or the Purchase Agreement (defined herein), as applicable.

assumption and assignment of the executory contracts and unexpired leases to be assumed and assigned to the Buyer at Closing pursuant to this Sale Order and the Purchase Agreement (collectively, the “Assigned Contracts”) free and clear of all liens, claims, encumbrances, and other interests, other than any Permitted Encumbrances as set forth in the Purchase Agreement; and (iii) granting related relief; and the Debtors having determined that the highest or otherwise best offer for the Purchased Assets was made by the Buyer pursuant to the Purchase Agreement; and the Court having conducted a hearing on November 6, 2020 (the “Sale Hearing”), at which time all parties in interest were offered an opportunity to be heard with respect to the Sale, to consider the approval of the Sale pursuant to the terms and conditions of the Purchase Agreement, and the Court having considered (i) the Motion and any objections thereto, (ii) the Sale, (iii) the arguments of counsel made, and evidence adduced, related thereto, and (iv) the full record in the Chapter 11 Cases, including the record related to the Sale Hearing; and all parties in interest having been heard, or having had the opportunity to be heard regarding the Motion, the Purchase Agreement, approval of the Sale and the transactions contemplated by the Purchase Agreement and all relief set forth herein; and all objections, if any, to the Motion having been withdrawn, resolved, or overruled on the merits; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the relief requested in the Motion is in the best interests of the Debtors and their respective estates and creditors, and other parties in interest in these Chapter 11 Cases; it is hereby **FOUND, CONCLUDED, AND DETERMINED THAT:**<sup>3</sup>

---

3 All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Motion are hereby incorporated herein to the extent not inconsistent herewith.

A. The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to these Chapter 11 Cases pursuant to Bankruptcy Rule 9014.

B. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. The Court has jurisdiction to consider the Motion and the relief requested therein under 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b). Venue over these Chapter 11 Cases and the Motion is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The Court may enter a final order with respect to the Motion, the Sale, the transactions contemplated thereby, and all related relief, in each case, consistent with Article III of the United States Constitution.

D. This Sale Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court finds that there is no just reason for delay in the implementation of this Sale Order, and directs entry of judgment as set forth herein.

E. The Purchased Assets constitute property of the Debtors' bankruptcy estates and title thereto is vested in the Debtors' bankruptcy estates within the meaning of section 541(a) of the Bankruptcy Code.

F. The statutory bases for the relief requested in the Motion and provided for herein are sections 105(a), 363, 365, 503, and 507 of the Bankruptcy Code and Bankruptcy Rules 2002, 3007, 6004, 6006, 9007, 9014, and Local Rule 6004-1.

G. On October 9, 2018 (the “Petition Date”), the Debtors each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. Since the Petition Date, the Debtors have continued to maintain their business and manage their property as Debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

H. Given that the Debtors’ assets have been extensively marketed since 2018, multiple potential buyers have failed to perform or otherwise consummate transactions for the Debtors’ assets, and that parties in interest were recently noticed of a potential sale of substantially all of the Debtors’ assets (the “August 2020 Transaction”), upon the Debtors’ motion, this Court entered the *Order Shortening the Time For Notice of The Hearing to Consider the Debtors’ Sale Motion* [Docket No. 975] (the “Scheduling Order”) on October 21, 2020 having determined that sufficient cause existed to shorten the notice period in connection with the Sale Motion. Accordingly, as evidenced by the affidavits of service and publication that were filed with the Court in connection with the August 2020 Transaction [Docket Nos. 922, 923, 932], and based on the representations of counsel at the Sale Hearing, due, proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the Sale, and the assumption and assignment of the Assigned Contracts to the Buyer at Closing pursuant to this Sale Order and the Purchase Agreement has been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 9007, and 9014, and to each party entitled to such notice, including, as applicable: (a) the U.S. Trustee; (b) the DIP Lender; (c) the Debtors’ prepetition lenders; (d) the Committee; (e) the Internal Revenue Service; (f) the United States Attorney for

the District of Delaware; (g) all federal, state, and local regulatory or taxing authorities or recording offices that have a reasonably known interest in the relief requested herein; (h) any party known or reasonably believed to have asserted any lien, claim or encumbrance or other interest in the Debtors' assets; (i) any party known or reasonably believed to have expressed an interest in acquiring some or substantially all of the Debtors' assets; (j) the non-Debtor counterparties to the Assigned Contracts; and (k) any parties that have requested notice in these cases pursuant to Bankruptcy Rule 2002. With respect to entities whose identities are not reasonably ascertained by the Debtors, publication in connection with the August 2020 Transaction, as evidenced by the affidavit of service filed by the Debtors at Docket Nos. 922 and 923, was and is deemed, sufficient, and reasonably calculated under the circumstances to reach such entities. The notices described above were sufficient and appropriate under the circumstances, and no other or further notice of the Motion, the Sale, and the Sale Hearing is, or shall be, required.

I. The Debtors have served notices [Docket No. 982] (the “Assumption and Assignment Notices”) upon the counterparties to the Assigned Contracts (“Non-Debtor Counterparties”): (i) that the Debtors seek to assume and assign to the Buyer the Assigned Contracts on the closing of the Sale (the “Closing Date”); and (ii) of the relevant cure amounts as stated in the Assumption and Assignment Notice or as otherwise agreed by the Buyer and the applicable Non-Debtor Counterparty, (each, a “Cure Amount” and collectively, the “Cure Amounts”). The service of such notices was good, proper, timely, reasonable, adequate, sufficient, and appropriate under the circumstances, and no other or further notice need be given in respect of establishing a Cure Amount for the Assigned Contracts. Each of the Non-Debtor Counterparties has had a reasonable opportunity to object to the Cure Amounts set forth in the applicable Assumption and Assignment Notice to the Buyer of the applicable Assigned Contract.



J. The Debtors have articulated good and sufficient reasons for this Court to grant the relief requested in the Motion as it pertains to the Sale and as provided for herein.

K. The Sale Notice provided all interested parties with timely and proper notice of the Sale and the Sale Hearing.

L. The disclosures made by the Debtors in the Motion, the Sale Notice, and related documents filed with the Court concerning the Purchase Agreement, the Sale, and the Sale Hearing were complete and adequate.

M. A reasonable opportunity to object and to appear and be heard with respect to the Sale, the Motion, and the relief requested therein, including but not limited to the assumption and assignment of the Assigned Contracts and the Cure Amounts related thereto, has been afforded to all interested parties, including the Notice Parties.

N. The deadline to file an objection to the Assumption and Assignment Notice and the deadline to file an objection to the Sale have expired. To the extent that any Non-Debtor Counterparty timely filed an Objection to an Assumption and Assignment Notice or an Objection to the Sale that has not been resolved, withdrawn, overruled, or adjourned to a later hearing by agreement of the parties, the Buyer is authorized to resolve any pending disputes with Non-Debtor Counterparties without any further notice to or action, order or approval of the Bankruptcy Court. To the extent that any such Non-Debtor Counterparty did not timely file an Objection to an Assumption and Assignment Notice or an Objection to the Sale, such party shall be deemed to have consented to (i) the assumption and assignment of the Assigned Contract to the Buyer, and (ii) the proposed Cure Amount set forth on the Assumption and Assignment Notice.

O. The terms contained in the Purchase Agreement constitute the highest or otherwise best offer for the Purchased Assets, and will provide a greater recovery for the Debtors'

bankruptcy estates for the Purchased Assets than would be provided by any other available alternative. The Debtors' determination that the Purchase Agreement constitutes the highest or otherwise best offer for the Purchased Assets constitutes a valid and sound exercise of the Debtors' business judgment.

P. The Purchase Agreement and the Sale contemplated thereby represent a fair and reasonable offer to purchase the Purchased Assets. No higher or otherwise better offer was submitted to the Debtors to purchase the Purchased Assets for greater economic value to the Debtors' bankruptcy estates than provided by the Buyer pursuant to the Purchase Agreement.

Q. Approval of the Motion and the Purchase Agreement and the consummation of the Sale contemplated thereby is in the best interests of the Debtors, their respective bankruptcy estates and creditors and other parties in interest in these Chapter 11 Cases.

R. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale of the Purchased Assets because, among other reasons, (i) the Purchase Agreement constitutes the highest or otherwise best offer for the Purchased Assets, (ii) the Purchase Agreement and the closing thereon will present the best opportunity to realize the value of the Purchased Assets, and (iii) any other transaction would not have yielded as favorable an economic result. The Buyer is purchasing the Purchased Assets in good faith, is a good-faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is not an "insider" (as defined under section 101(31) of the Bankruptcy Code) of the Debtors, and therefore is entitled to the full benefits and protections of section 363(m) of the Bankruptcy Code, and otherwise has proceeded in good faith in all respects in connection with the Sale in that: (i) the Buyer recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets; (ii) all payments to be made by the Buyer and other

agreements or arrangements entered into by the Buyer in connection with the Sale have been disclosed; (iii) the Buyer has not violated section 363(n) of the Bankruptcy Code by any action or inaction; (iv) the Buyer agreed to provisions in the Purchase Agreement that would enable the Debtors to accept a higher or better offer in respect of the Sale; and (v) the negotiation and execution of the Purchase Agreement, including the Sale contemplated thereby, were at arms' length and in good faith. The Buyer has at all times acted in good faith and will continue to be acting in good faith within the meaning of section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the Purchase Agreement.

S. The Purchase Agreement and the transactions contemplated thereby cannot be avoided under section 363(n) of the Bankruptcy Code. The Debtors, the Buyer and their respective agents, representatives and affiliates have not engaged in any conduct that would cause or permit the Purchase Agreement or the consummation of the transactions contemplated thereby to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code.

T. The consideration provided by the Buyer pursuant to the Purchase Agreement: (i) is fair and adequate, and constitutes reasonably equivalent value and fair consideration and value, under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia (including the Uniform Fraudulent Transfer Act); and (ii) will provide a greater recovery for the Debtors' bankruptcy estates and creditors than would be provided by any other reasonably practicable available alternative.

U. By consummating the Sale, the Buyer is not a mere continuation of the Debtors or their respective bankruptcy estates, and there is no continuity, no common identity, and no continuity of enterprise between the Debtors and the Buyer. The Buyer is not holding itself out to

the public as a continuation of the Debtors. The Buyer is not a successor to the Debtors or their respective bankruptcy estates by reason of any theory of law or equity, and the Sale does not amount to a consolidation, merger, or de facto merger of the Buyer and the Debtors. Neither the Buyer nor any of its agents, representatives or affiliates shall assume or in any way be responsible for any obligation or liability of the Debtors and their respective bankruptcy estates except as expressly provided in this Sale Order or the Purchase Agreement. None of the transactions contemplated by the Purchase Agreement, including, without limitation, the Sale or the assumption and assignment of any Assigned Contracts, is being undertaken for the purpose of hindering, delaying, or defrauding any creditors under the Bankruptcy Code, under the laws of the United States, or under the laws of any state, territory, possession, or the District of Columbia. Neither the Debtors nor the Buyer is entering into the transactions contemplated by the Purchase Agreement fraudulently for the purpose of statutory or common law fraudulent conveyance or fraudulent transfer claims or similar claims.

V. The Sale neither impermissibly restructures the rights of the Debtors' creditors, nor impermissibly dictates the terms of a plan of reorganization of the Debtors. The Sale does not constitute a *sub rosa* plan.

W. The Debtors, acting by and through their agents, representatives, and officers, have (i) full corporate power and authority to execute and deliver the Purchase Agreement and all other documents contemplated thereby, and (ii) taken all corporate action necessary to authorize and approve the Purchase Agreement and the consummation of the transactions contemplated thereby. The Sale has been duly and validly authorized by all necessary corporate action. No consents or approvals, other than those expressly provided for in the Purchase Agreement, are

required for the Debtors to consummate the Sale, execute the Purchase Agreement, or consummate the transactions contemplated thereby.

X. The transfer of each of the Purchased Assets to the Buyer will be as of the Closing Date a legal, valid, and effective transfer of such assets, and vests or will vest the Buyer with all right, title, and interest to the Purchased Assets free and clear of all Encumbrances (as defined below).

Y. Not transferring the Purchased Assets free and clear of all Encumbrances (other than Assumed Liabilities) of any kind or nature whatsoever, including rights or claims based on any theory of successor liability, and/or any applicable state, federal, or foreign law or otherwise, would adversely impact the Debtors' efforts to maximize the value of their estates, and the transfer of the Purchased Assets other than pursuant to a transfer that is free and clear of all Encumbrances (other than Assumed Liabilities) of any kind or nature whatsoever would be of substantially less benefit to the Debtors' estates.

Z. The Debtors may sell the Purchased Assets free and clear of all Encumbrances against the Debtors, their respective bankruptcy estates, or any of the Purchased Assets because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Those holders of Encumbrances against the Debtors, their respective bankruptcy estates, or any of the Purchased Assets who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented thereto pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of such Encumbrances who did object fall within one or more of the other subsections of section 363(f) and are adequately protected by having their Encumbrances, if any, in each instance against the Debtors, their respective bankruptcy estates, or any of the Purchased Assets, attach to the cash proceeds of the Sale ultimately attributable to the

Purchased Assets in which such creditor alleges an Encumbrance, in the same order of priority, with the same validity, force, and effect that such creditor had prior to the Sale, subject to any claims and defenses that the Debtors and their respective bankruptcy estates may possess with respect thereto. All other holders of Encumbrances could be compelled in a legal or equitable proceeding to accept money satisfaction of such claim or interest, or otherwise fall within section 363(f) of the Bankruptcy Code.

AA. If the Sale were not free and clear of all Encumbrances, or if the Buyer would, or in the future could, be liable for any Encumbrances, the Buyer would not have entered into the Purchase Agreement and would not consummate the Sale, thus adversely affecting the Debtors, their respective bankruptcy estates and creditors.

BB. The Debtors have demonstrated that it is an exercise of their sound business judgment to assume and assign the Assigned Contracts to the Buyer pursuant to the terms of this Sale Order and the Purchase Agreement, in each case in connection with the consummation of the Sale, and the assumption and assignment of the Assigned Contracts is in the best interests of the Debtors, their respective bankruptcy estates and creditors and other parties in interest. The Assigned Contracts being assigned to the Buyer under the Purchase Agreement are an integral part of the Purchase Agreement and the Sale, and accordingly such assumptions and assignments are reasonable and enhance the value of the Debtors' bankruptcy estates. Any Non-Debtor Counterparty to any Assigned Contract that has not actually filed with the Court an objection to such assumption as of the date hereof is deemed to have consented to such assumption and assignment.

CC. The Debtors and the Buyer have, to the extent necessary, satisfied the requirements of section 365 of the Bankruptcy Code, including sections 365(b)(1)(A),

365(b)(1)(B), and 365(f) of the Bankruptcy Code, in connection with the sale and assumption and assignment of the Assigned Contracts to the extent provided under this Sale Order and the Purchase Agreement and have: (i) cured any default existing prior to the date hereof under any of the Assigned Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code; and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assigned Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code, and the Buyer has provided adequate assurance of future performance with respect to the Assigned Contracts, within the meaning of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. The Assigned Contracts are assignable notwithstanding any provisions contained therein to the contrary.

DD. Except as expressly assumed by the Buyer under the Purchase Agreement, the transfer of the Purchased Assets to the Buyer and the assignment to the Buyer of the Assigned Contracts will not subject the Buyer to any liability whatsoever which may become due or owing under the Assigned Contracts prior to the Closing Date (other than Cure Amounts), or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, or foreign jurisdiction, based, in whole or in part, directly or indirectly, on any theory of law or equity, including any theory of successor liability, in accordance with Section 8.8 of the Purchase Agreement.

EE. The Purchase Agreement and Sale must be approved and the Closing must occur promptly to preserve the value of the Purchased Assets and the Debtors' respective bankruptcy estates.

FF. Given the adequacy and fair value of the consideration provided by the Buyer under the Purchase Agreement, the Sale constitutes a reasonable and sound exercise of the Debtors' business judgment, is in the best interests of the Debtors, their respective bankruptcy estates and creditors and other parties in interest in these Chapter 11 Cases, and should be approved.

GG. The consummation of the Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b), and 365(f), and all of the applicable requirements of such sections have been complied with in respect of the Sale.

HH. To maximize the value of the Purchased Assets, it is essential that the Sale occur within the time constraints set forth in the Purchase Agreement. Time is of the essence in consummating the Sale. Given all of the circumstances of these Chapter 11 Cases and the adequacy and fair value of the Purchase Price under the Purchase Agreement, the proposed Sale constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved. Accordingly, cause exists to waive the stay to the extent necessary, as contemplated by Bankruptcy Rules 4001(a), 6004(h), and 6006(d) to permit the immediate effectiveness of this Sale Order.

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

1. The relief requested in the Motion is granted as set forth herein and on the record of the Sale Hearing, which is incorporated herein as if fully set forth in this Sale Order.

2. All objections to, reservations of rights regarding, or other responses to the Motion or the relief requested therein, the Purchase Agreement, all other Ancillary Documents, the Sale, the entry of this Sale Order, or the relief granted herein, including, without limitation, any objections to Cure Amounts or relating to the cure of any defaults under any of the Assigned Contracts or to the assumption and assignment of any of the Assigned Contracts to the Buyer by



the Debtors, that have not been withdrawn, waived, adjourned or settled by announcement to this Court during the Sale Hearing or by stipulation filed with this Court or otherwise been resolved pursuant to the terms thereof, including any and all reservations of rights included in such objections or otherwise, are hereby denied and overruled on the merits with prejudice. Those parties who did not object or withdrew their objections to the Motion or the entry of this Sale Order are deemed to have consented to the relief granted herein for all purposes, including without limitation, pursuant to section 363(f)(2) of the Bankruptcy Code.

3. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to these Chapter 11 Cases pursuant to Bankruptcy Rule 9014. To the extent that any of the findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the conclusions of law constitute findings of fact, they are adopted as such.

#### **Approval of the Sale of the Purchased Assets**

4. The Purchase Agreement, including all other Ancillary Documents, and all of the terms and conditions thereof, and the Sale of the Purchased Assets to the Buyer as provided in the Purchase Agreement, are hereby approved in all respects.

5. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors, acting by and through their agents, representatives and officers, are authorized and empowered to take any and all actions necessary or appropriate to: (a) consummate and close the Sale pursuant to and in accordance with the terms and conditions of this Sale Order and the Purchase Agreement; (b) transfer and assign all right, title, and interest to all property, licenses, and rights to be conveyed in accordance with the terms and conditions of this Sale Order and the Purchase Agreement; and (c) execute and deliver, perform under, consummate, and implement this Sale Order and the Purchase Agreement and all additional instruments and documents that may be reasonably

necessary or desirable to implement this Sale Order, the Purchase Agreement and the Sale, including any other Ancillary Documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by this Sale Order, the Purchase Agreement and any such other Ancillary Documents.

6. This Sale Order shall be binding in all respects upon the Debtors, their respective bankruptcy estates, and creditors, all holders of equity interests in the Debtors, all holders of any Encumbrances against the Debtors, any holders of Encumbrances against or on all or any portion of the Purchased Assets, all counterparties to any executory contract or unexpired lease of the Debtors, the Buyer and all agents, representatives, affiliates, and permitted successors and assigns of the Buyer, and any trustees, examiners, or other fiduciary under any section of the Bankruptcy Code, if any, subsequently appointed in these Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of these Chapter 11 Cases, or other plan fiduciaries, plan administrators, liquidating trustees, or other estate representatives appointed or elected in these Chapter 11 Cases. The terms and provisions of the Purchase Agreement and this Sale Order shall inure to the benefit of the Debtors, their respective bankruptcy estates and creditors, the Buyer and all agents, representatives, affiliates, and permitted successors and assigns of the Buyer, and any other affected third parties, including all persons asserting any Encumbrances in the Purchased Assets to be sold to the Buyer pursuant to the Purchase Agreement, notwithstanding any subsequent appointment of any trustee(s), party, entity, or other fiduciary under any section of any chapter of the Bankruptcy Code, as to which trustee(s), party, entity, or other fiduciary such terms and provisions likewise shall be binding.

#### **Sale and Transfer of Purchased Assets**

7. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, upon the Closing Date and pursuant to the Purchase Agreement, the Purchased

Assets shall be transferred to the Buyer free and clear of all encumbrances, claims, interests, and liens accruing, arising or relating thereto any time prior to the Closing Date, including the Excluded Liabilities, mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, collective bargaining agreements, leases, licenses, options, deeds of trust, security interests, other interests, conditional sale or other title retention agreements, pledges, and other liens (including mechanics', materialman's, and other consensual and non-consensual liens and statutory liens), judgments, demands, encumbrances, rights of first refusal, offsets, contracts, recoupment, rights of recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, or tax, decrees of any court or foreign or domestic governmental entity, or charges of any kind or nature, if any, including any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, including any pension liabilities, retiree medical benefit liabilities, liabilities related to the Employee Retirement Income Security Act of 1974, liabilities related to the Internal Revenue Code, or any other liability relating to Debtors' current and former employees, including any withdrawal liabilities or liabilities under any collective bargaining agreement or labor practice agreement, of the Debtors or any of the Debtors' predecessors or affiliates, claims, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability (other than Assumed Liabilities) (collectively, the

“Encumbrances”), with all such Encumbrances to attach to the cash proceeds of the Sale in the order of their priority, with the same validity, force, and effect that they now have as against the Purchased Assets, subject to any claims and defenses the Debtors and their respective bankruptcy estates may possess with respect thereto.

8. On the Closing Date, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of all of the Purchased Assets or a bill of sale transferring good and marketable title in such Purchased Assets to the Buyer pursuant to the terms set forth in this Sale Order and the Purchase Agreement. For the avoidance of doubt, the Excluded Assets set forth in the Purchase Agreement are not included in the Purchased Assets, and the Excluded Liabilities set forth in the Purchase Agreement are not Assumed Liabilities.

9. Subject to the terms and conditions of this Sale Order, the transfer of the Purchased Assets to the Buyer pursuant to the Purchase Agreement and the consummation of the Sale and any related actions contemplated thereby do not require any consents other than as specifically provided for in this Sale Order and the Purchase Agreement, constitute a legal, valid, and effective transfer of the Purchased Assets, and shall vest the Buyer with right, title, and interest in and to the Purchased Assets as set forth in this Sale Order and the Purchase Agreement, as applicable, free and clear of all Encumbrances.

10. The Sale of the Purchased Assets is not subject to avoidance by any person or for any reason whatsoever, including, without limitation, pursuant to section 363(n) of the Bankruptcy Code and the Buyer shall not be subject to damages, including any costs, fees, or expenses under section 363(n) of the Bankruptcy Code.

11. Upon closing of the Sale, the cash proceeds of the Sale shall be used to pay administrative expense claims and other amounts related to the Debtors' estates and/or make distributions pursuant to order of the Court.

12. The Buyer, to the extent provided by this Sale Order or the Purchase Agreement, shall be authorized, subject to compliance with applicable federal, state, and local governmental agency requirements, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors constituting Purchased Assets, and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Buyer as of the Closing Date as provided by this Sale Order and the Purchase Agreement. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any grant, permit, or license relating to the operation of the Purchased Assets sold, transferred, assigned, or conveyed to the Buyer on account of the filing or pendency of these Chapter 11 Cases or the consummation of the Sale. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Sale.

13. All entities that are presently, or on the Closing may be, in possession of some or all of the Purchased Assets to be sold, transferred, or conveyed (wherever located) to the Buyer pursuant to this Sale Order and the Purchase Agreement are hereby directed to surrender possession of the Purchased Assets to the Buyer on the Closing Date.

14. Upon consummation of the Sale, if any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing Encumbrances against or in the Purchased Assets shall not have delivered to the

Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfactions, releases of all Encumbrances that the person or entity has with respect to the Purchased Assets, or otherwise, then (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Purchased Assets, and (b) the Buyer is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Encumbrances against or in the Purchased Assets of any kind or nature; provided that, notwithstanding anything in this Sale Order or the Purchase Agreement to the contrary, the provisions of this Sale Order shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Sale Order. For the avoidance of doubt, upon consummation of the Sale, the Buyer is authorized to file termination statements, lien terminations, or other amendments in any required jurisdiction to remove and record, notice filings or financing statements recorded to attach, perfect, or otherwise notice any Encumbrance that is extinguished or otherwise released pursuant to this Sale Order under section 363 of the Bankruptcy Code and the related provisions of the Bankruptcy Code.

15. Except to the extent included in Assumed Liabilities, or to enforce the Purchase Agreement, all entities, including all lenders, debt security holders, equity security holders, governmental, tax, and regulatory authorities, parties to contracts and leases, customers, employees and former employees, dealers and sale representatives, and trade or other creditors holding Encumbrances against or in the Debtors and their respective bankruptcy estates or the Purchased Assets arising under or out of, in connection with, or in any way relating to, the transfer

of the Purchased Assets to the Buyer, or any entities or individuals asserting any interests in the Purchased Assets, hereby are forever barred, estopped, and permanently enjoined from asserting any Encumbrances against the Buyer, the permitted successors and assigns of the Buyer, the property of the Buyer or its permitted successors and assigns, or the Purchased Assets conveyed in accordance with the Purchase Agreement.

16. As of and after the Closing: (a) each of the Debtors' creditors is hereby authorized and directed to execute such documents and take all other actions as may be necessary to release its Encumbrances in the Purchased Assets (if any) as such Encumbrances may have been recorded or may otherwise exist; and (b) any Purchased Asset that may be subject to a statutory lien, mechanic's lien or the like shall be turned over and such liens shall attach to the proceeds of the Sale in the same priority they currently enjoy with respect to the Purchased Assets.

17. The Buyer shall not have any liability or other obligation of the Debtors arising under or related to any of the Purchased Assets, including, but not limited to, any liability for any liabilities whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of the Debtors' business, which may become due or owing (a) prior to the Closing Date, or (b) from and after the Closing Date but which arise out of or relate to any act, omission, circumstances, breach, default, or other event occurring prior to the Closing Date.

18. To the greatest extent available under applicable law, the Buyer shall be authorized, as of the Closing Date, to operate under any license, trademark, permit, registration, and governmental authorization or approval of the Debtors with respect to the Purchased Assets,

and all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, deemed to be transferred to the Buyer as of the Closing Date.

19. Subject to the terms, conditions, and provisions of this Sale Order, all entities are hereby forever prohibited and barred from taking any action that would adversely affect or interfere (a) with the ability of the Debtors to sell and transfer the Purchased Assets to Buyer in accordance with the terms of the Purchase Agreement and this Sale Order, and (b) with the ability of the Buyer to acquire, take possession of, use and operate the Purchased Assets in accordance with the terms of the Purchase Agreement and this Sale Order.

**Contracts to be Assumed and Assigned**

20. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the occurrence of the Closing Date, the Debtors' assumption and assignment to the Buyer, and the Buyer's assumption, on the terms set forth in this Sale Order and the Purchase Agreement, of the Assigned Contracts, are hereby approved in their entirety, and the requirements of section 365 of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

21. The Debtors are hereby authorized in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code to assume and assign to the Buyer, effective upon the Closing Date, the Assigned Contracts free and clear of all Encumbrances and execute and deliver to the Buyer such documents or other instruments as may be necessary to assign and transfer the Assigned Contracts to the Buyer.

22. Upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested in all right, title, and interest in and of each Assigned Contract.



23. The Assigned Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Buyer in accordance with their respective terms, notwithstanding any provision in any such Assigned Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer.

24. Pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, the Buyer shall pay to the respective counterparty the Cure Amounts relating to any Assigned Contract, which Cure Amounts shall not exceed the amount for each Cure Amounts set forth in Schedule 2.3(b)(i) of the Purchase Agreement.

25. Except with respect to any Pending Assigned Contract or as otherwise agreed in writing between the Debtors and the Non-Debtor Counterparties to the Assigned Contracts or stated on the record of the Sale Hearing, the Cure Amounts to be paid by the Buyer for the Assigned Contracts are hereby fixed at the amounts set forth in the Assumption and Assignment Notice and the Non-Debtor Counterparties to such Assigned Contracts are forever bound by such Cure Amounts and, upon payment of such Cure Amounts, are hereby enjoined from taking any action against the Debtors and their respective bankruptcy estates, the Buyer and all agents, representatives, affiliates, and permitted successors and assigns of the Buyer, or the Purchased Assets with respect to any claim for cure under any Assigned Contract.

26. The Buyer shall have no liability arising or accruing under the Assigned Contracts on or prior to the Closing, except as otherwise expressly provided in the Purchase Agreement or this Sale Order. Unless as otherwise set forth in this Sale Order or the Purchase Agreement, the Non-Debtor Counterparties to the Assigned Contracts are barred from asserting against the Debtors, their estates, the Buyer, and their respective successors and assigns, any

default or unpaid obligation allegedly arising or occurring before the Closing, any pecuniary loss resulting from such default, or any other obligation under the Assigned Contracts arising or incurred prior to the Closing, other than the Cure Amount set forth in the Assumption and Assignment Notice or such other Cure Amount as agreed to by the Debtors (with the consent of the Buyer) or as determined by the Court.

27. The payment of the applicable Cure Amounts (if any) shall effect a cure of all defaults existing as of the date that such executory contracts or unexpired leases are assumed and compensate for any actual pecuniary loss to such Non-Debtor Counterparty resulting from such default.

28. To the extent a Non-Debtor Counterparty to an Assigned Contract failed to timely object to a Cure Amount in accordance with the Scheduling Order, such Cure Amount shall be deemed to be finally determined and any such Non-Debtor Counterparty shall be prohibited from challenging, objecting to, or denying the validity and finality of the Cure Amount at any time, and such Cure Amount, when paid, shall be deemed to resolve any defaults or other breaches with respect to any Assigned Contract to which it relates. The Cure Amounts with respect to any Pending Assigned Contract shall be determined, fixed and paid in accordance with Sections 2.3, 2.6 and 3.3 of the Purchase Agreement and the Debtors shall be authorized to resolve any pending disputes with Non-Debtor Counterparties without any further notice to or action, order or approval of the Bankruptcy Court.

29. The Buyer shall have assumed the Assigned Contracts, and pursuant to section 365(f) of the Bankruptcy Code, the assignment by the Debtors of such Assigned Contracts shall not be a default thereunder. After the payment of the relevant Cure Amounts, neither the Debtors and their respective bankruptcy estates nor the Buyer shall have any further liabilities to

the Non-Debtor Counterparties to the Assigned Contracts, other than the Buyer's obligations under the Assigned Contracts that accrue after the date that such Assigned Contracts are assumed.

30. Any provisions in any Assigned Contracts that prohibit or condition the assignment of such Assigned Contract or allow the party to such Assigned Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Assigned Contract constitute unenforceable anti-assignment provisions that are void and of no force and effect. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Buyer of the Assigned Contracts have been satisfied.

31. Any party having the right to consent to the assumption or assignment of any Assigned Contract that failed to object to such assumption or assignment is deemed to have consented to such assumption and assignment as required by section 365(c) of the Bankruptcy Code.

32. If following the service of the Assumption and Assignment Notices, the Buyer elects to designate additional Contracts as Assigned Contracts ("Additional Assigned Contracts") in accordance with the terms of the Purchase Agreement and this Order, the Debtors shall file with the Court and serve by first-class mail additional notice(s) (each, an "Additional Assumption and Assignment Notice") on each Non-Debtor Counterparty to the Additional Assigned Contracts. Such Additional Assumption and Assignment Notice shall (a) identify the Non-Debtor Counterparty to each Additional Assigned Contract; (b) identify the Buyer as the proposed assignee; (c) set forth the Cure Amount with respect to such Additional Assigned Contracts; and (iv) identify the effective date of the assumption and assignment for each such Additional Assigned Contract. The Non-Debtor Counterparty will have seven days following

delivery of an Additional Assumption and Assignment Notice to file and duly serve an objection (if any) to the proposed assumption and assignment as set forth in the Additional Assumption and Assignment Notice. If any such objection is filed, the parties shall attempt to resolve the dispute and, if the parties are unable to reach a resolution, the matter may be set for hearing and resolution by the Court. If no objection to such Additional Assumption and Assignment Notice is timely filed, (i) such Additional Assigned Contracts shall be assumed by the Debtors and assigned to the Buyer effective as of the date set forth on such Additional Assumption and Assignment Notice and (ii) the Cure Amount to be paid by the Buyer with respect to any Additional Assigned Contract shall be fixed at the amount set forth in such Additional Assumption and Assignment Notice and the counterparty to such Additional Assigned Contract shall be forever bound by such Cure Amount and, upon payment of such Cure Amount, shall be enjoined from taking any action against the Debtors and their respective bankruptcy estates, the Buyer and all agents, representatives, affiliates, and permitted successors and assigns of the Buyer, or the Purchased Assets with respect to any claim for cure under such Additional Assigned Contract.

33. Up and until two (2) Business Days prior to the Closing Date, Buyer may, in its sole discretion, add or remove any Contract listed on the Assumption and Assignment Notice as an Assigned Contract to be assumed and assigned to Buyer or its designee on the Closing Date in accordance with Section 2.6 of the Purchase Agreement. The Buyer may remove any such Contracts by providing written notice thereof to the Debtors for such Contract to be removed from the Closing Assumed Contract List (as defined in the Purchase Agreement). The Buyer may add any such Contract as an Additional Assigned Contract by providing written notice thereof to the Debtors, following which the Debtors shall file and serve an Additional Assumption and Assignment Notice in accordance with paragraph 32 hereof. For the avoidance of doubt, any

Contract removed by Buyer from the Closing Assumed Contract List prior to the Closing shall, in accordance with paragraph 34 of this Order, remain subject to assumption and assignment (unless Buyer designates such Contract for exclusion and rejection) until expiration of the Designation Deadline, and shall not constitute an Assigned Contract unless Buyer designates such Contract for assumption and assignment after the Closing.

34. As to each Contract that is neither designated as an Assigned Contract nor excluded and rejected as of the Closing Date, at any time until the expiration of the Designation Deadline, in accordance with the terms of Section 2.6(c) of the Purchase Agreement, Buyer may, in its sole and absolute discretion, designate such Contract as an Assigned Contract by providing written notice to the Debtors, specifying the Contract to be assumed by the Debtors and assigned to Buyer. Upon delivery of a notification by Buyer with respect to any such Contract to be designated for assumption and assignment, the Debtors shall file and serve an Additional Assumption and Assignment Notice in accordance with paragraph 32 hereof within two (2) days of receipt of such notice to assign such Contract to Buyer and shall assume and assign to, and Buyer shall accept the assignment of and assume such Contract. Unless and until Buyer accepts the designation of such Contract, Buyer shall not be obligated to perform or cause to be performed the Debtors' obligations under such Contract, and shall not retain any liabilities thereunder.

35. The Buyer shall be deemed to be substituted for the Debtors as a party to the applicable Assigned Contracts, and the Debtors and their respective bankruptcy estates shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Assigned Contracts.

36. This Sale Order shall operate as a permanent injunction prohibiting any party to a Contract that has been rejected by the Debtors that in any way relates to the Purchased

Assets from taking any action against the Buyer in connection with the Sale, whether pursuant to the Bankruptcy Code or any other statutory or non-statutory federal, state, or local law.

37. The Buyer has provided adequate assurance of future performance under the Assigned Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.

38. There shall be no assignment fees, increases, rent-acceleration, or any other fees charged to the Buyer or the Debtors and their respective bankruptcy estates as a result of the assumption and assignment of the Assigned Contracts.

39. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, all counterparties to the Assigned Contracts are forever barred and permanently enjoined from raising or asserting against the Debtors and their respective bankruptcy estates or the Buyer any assignment fee, default, breach, claim, pecuniary loss, or condition to assignment, arising under or related to the Assigned Contracts, existing as of the date that such Assigned Contracts are assumed or arising by reason of the Closing.

40. Neither the Buyer nor any permitted successor or assign of the Buyer shall be responsible for or be subject to any Encumbrances or obligations arising out of any of the contracts, agreements, or understandings that are not Assigned Contracts after the Closing Date.

#### **Additional Provisions**

41. The Debtors and the Buyer hereby waive, and shall be deemed to waive, any requirement of compliance with, and any claims related to non-compliance with, the provisions of any bulk sales, bulk transfer, or similar law of any jurisdiction that may be applicable.

42. Following the Closing, no holder of an Encumbrance in or against the Debtors and their respective bankruptcy estates or the Purchased Assets shall interfere with the Buyer's title to or use and enjoyment of the Purchased Assets based on or related to such

Encumbrance or any actions that the Debtors and their respective bankruptcy estates may take in these Chapter 11 Cases or any successor bankruptcy case.

43. The Debtors, including their respective officers, employees and agents, are hereby authorized and directed to execute such documents and do such acts as are necessary or desirable to carry out the transactions contemplated by the terms and conditions of the Purchase Agreement and this Sale Order. The Debtors shall be, and hereby are, authorized and directed to take all such actions as may be necessary to effectuate the terms of this Sale Order and the relief granted pursuant to this Sale Order.

44. The Sale is undertaken by the Buyer without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale (including the assumption and assignment of the Assigned Contracts by the Buyer, if any, and the sale free and clear of all Encumbrances), unless such authorization and consummation of such Sale are duly stayed pending such appeal. The Buyer is a good-faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and as such is entitled to the full benefits and protections of such section.

45. As a good-faith purchaser of the Purchased Assets, the Buyer has not colluded with any of the other bidders, potential bidders, or any other parties interested in the Purchased Assets, and therefore the sale of the Purchased Assets may not be avoided pursuant to section 363(n) of the Bankruptcy Code.

46. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in these Chapter 11 Cases, any subsequent chapter 7 or chapter 11 cases

of the Debtors, or any related proceeding subsequent to entry of this Sale Order, shall conflict with or derogate from the terms of this Sale Order or the Purchase Agreement.

47. The failure specifically to include any particular provisions of the Purchase Agreement including any of the Ancillary Documents, agreements, or instruments executed in connection therewith in this Sale Order shall not diminish or impair the efficacy of such provision, document, agreement, or instrument, it being the intent of this Court that the Purchase Agreement and each document, agreement or instrument be authorized and approved in its entirety.

48. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

49. To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Motion in these Chapter 11 Cases, the terms of this Sale Order shall govern.

50. To the extent there are any inconsistencies between the terms of this Sale Order and the Purchase Agreement (including all Ancillary Documents executed in connection therewith), the terms of this Sale Order shall govern.

51. The Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court.

52. The provisions of this Sale Order are nonseverable and mutually dependent.

53. Notwithstanding the provisions of Bankruptcy Rules 6004(h), 6006(d) or 7062 or any applicable provisions of the Local Rules, this Sale Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the fourteen (14)



day stay provided in Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply.

54. This Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the Purchase Agreement, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party or which has been assigned by the Debtors to the Buyer, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale.

**EXHIBIT 1**

Purchase Agreement

**EXECUTION VERSION**

---

**ASSET PURCHASE AGREEMENT**

**By and Among**

**AML GLOBAL ECLIPSE LLC, as Purchaser,**

**ONE AVIATION CORPORATION,**

**and**

**CERTAIN SUBSIDIARIES OF ONE AVIATION CORPORATION NAMED HEREIN**

**as the Sellers.**

---

**Dated as of October 20, 2020**

## TABLE OF CONTENTS

	Page
<b>Article I. DEFINITIONS.....</b>	<b>1</b>
1.1 Definitions.....	1
1.2 Interpretations .....	11
<b>Article II. PURCHASE AND SALE OF THE PURCHASED ASSETS; ASSUMPTION OF ASSUMED LIABILITIES .....</b>	<b>12</b>
2.1 Purchase and Sale of the Purchased Assets .....	12
2.2 Excluded Assets .....	14
2.3 Assumption of Liabilities.....	15
2.4 Excluded Liabilities .....	16
2.5 Post-Closing Liabilities.....	17
2.6 Assumption/Rejection of Certain Contracts .....	17
<b>Article III. CONSIDERATION.....</b>	<b>20</b>
3.1 Consideration .....	20
3.2 Deposit .....	20
3.3 Holdback Escrow Account .....	20
3.4 Escrow Agent Fees and Expenses.....	21
<b>Article IV. CLOSING AND TERMINATION.....</b>	<b>21</b>
4.1 Closing .....	21
4.2 Closing Deliveries by the Sellers.....	21
4.3 Closing Deliveries by Purchaser .....	23
4.4 Termination of Agreement.....	23
4.5 Procedures Upon Termination .....	25
4.6 Effect of Termination.....	25
<b>Article V. REPRESENTATIONS AND WARRANTIES OF THE SELLERS .....</b>	<b>25</b>
5.1 Organization and Qualification.....	26
5.2 Authorization of Agreement .....	26
5.3 Conflicts; Consents; Compliance with Law .....	26
5.4 Brokers and Finders .....	27
5.5 Title to Purchased Assets .....	27
5.6 Intellectual Property.....	27
5.7 Litigation.....	27
5.8 Permits .....	27
5.9 Tax Returns: Taxes .....	28
5.10 Eclipse Aircraft Matters .....	29
5.11 Aircraft Certificates .....	29
5.12 Environmental Matters.....	29
5.13 No Other Representations or Warranties .....	30
<b>Article VI. REPRESENTATIONS AND WARRANTIES OF PURCHASER .....</b>	<b>31</b>
6.1 Organization and Qualification.....	31
6.2 Authority .....	31
6.3 No Inconsistent Obligations.....	31

6.4	Conflicts: Consents .....	31
6.5	Brokers .....	32
6.6	Adequate Assurances Regarding Assigned Contracts .....	32
6.7	No Litigation .....	32
6.8	Sufficient Funds .....	32
<b>Article VII. BANKRUPTCY COURT MATTERS .....</b>		<b>32</b>
7.1	Sale Order .....	32
7.2	Bankruptcy Filings .....	33
7.3	Sale Free and Clear .....	33
<b>Article VIII. COVENANTS AND AGREEMENTS .....</b>		<b>33</b>
8.1	Conduct of the Sellers .....	33
8.2	Access to Information .....	34
8.3	Reasonable Efforts; Cooperation .....	34
8.4	Further Assurances .....	34
8.5	Confidentiality .....	35
8.6	Publicity .....	35
8.7	Casualty Loss .....	35
8.8	No Successor Liability .....	35
8.9	Change of Name .....	35
8.10	Certifications .....	36
<b>Article IX. CONDITIONS TO CLOSING .....</b>		<b>36</b>
9.1	Conditions Precedent to the Obligations of Purchaser and Sellers .....	36
9.2	Conditions Precedent to the Obligations of the Sellers .....	36
9.3	Conditions Precedent to the Obligations of Purchaser .....	37
<b>Article X. TAXES .....</b>		<b>37</b>
10.1	Certain Taxes .....	37
10.2	Allocation of Purchase Price .....	38
10.3	Cooperation on Tax Matters .....	38
10.4	Tax Refunds .....	38
<b>Article XI. MISCELLANEOUS .....</b>		<b>38</b>
11.1	Payment of Expenses .....	38
11.2	Survival of Representations and Warranties; Survival of Confidentiality .....	38
11.3	Entire Agreement; Amendments; Waivers .....	39
11.4	Execution of Agreement; Counterparts; Electronic Signatures .....	39
11.5	Governing Law .....	39
11.6	Jurisdiction, Waiver of Jury Trial .....	39
11.7	Notices .....	40
11.8	Binding Effect; Assignment .....	41
11.9	Severability .....	41
11.10	Bulk Sales Laws .....	41
11.11	Access and Right to Use .....	41
11.12	Enforcement of Agreement .....	42
11.13	Interpretation; Drafting .....	42
11.14	Waiver of Setoff .....	42

## **INDEX OF SCHEDULES**

Schedule 2.1(r)	Other Purchased Assets
Schedule 2.2(h)	Excluded Actions
Schedule 2.3(b)(i)	Cure Amounts for Assigned Contracts
Schedule 2.3(b)(ii)	Cure Amounts for Pending Assigned Contracts
Schedule 2.6(b)	Closing Date Assumed Contracts
Schedule 5.2	Notices, Filings and Consents
Schedule 5.3(a)	Conflicts with Organizational Documents
Schedule 5.3(b)	Consents
Schedule 5.3(c)	Compliance Exceptions
Schedule 5.3(d)	Aircraft Certificates
Schedule 5.4	Brokers and Finders
Schedule 5.6	Purchased Intellectual Property
Schedule 5.7	Litigation
Schedule 5.9(a)	Tax Return Filings; Extensions of Time
Schedule 5.9(b)	Payment of Taxes
Schedule 5.9(e)	Material Tax Proceedings
Schedule 5.9(g)	Tax Sharing Agreements and Liabilities
Schedule 5.9(h)	Sales, Use, and Similar Taxes
Schedule 5.10(a)	Exception to Authority to Sell Eclipse Aircraft
Schedule 5.10(b)	Exception to Good Title to Eclipse Aircraft
Schedule 6.4(b)	Consents Related to Purchaser

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”), dated as of October 20, 2020 (the “**Agreement Date**”), has been entered into by and among AML Global Eclipse LLC, a Delaware limited liability company (“**Purchaser**”), ONE Aviation Corporation, a Delaware corporation, and certain direct and indirect wholly owned subsidiaries set forth on Annex I hereto (individually a “**Seller**,” and collectively, the “**Company**” or the “**Sellers**”). Purchaser and the Sellers are individually referred to herein as a “**Party**,” and collectively as the “**Parties**.” For the purposes of this Agreement, capitalized terms used herein shall have the meanings set forth herein or in Article I.

### RECITALS:

WHEREAS, on October 9, 2018, each Seller filed a voluntary petition (the “**Chapter 11 Petitions**”) for relief under chapter 11 of the United States Bankruptcy Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”), commencing jointly administered chapter 11 cases under lead case no. 18-12309 (the “**Bankruptcy Case**”);

WHEREAS, in accordance with Sections 1107 and 1108 of the Bankruptcy Code, each Seller continues to manage its properties and 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;

WHEREAS, Purchaser desires to purchase the Purchased Assets and assume the Assumed Liabilities from the Sellers, with such sale to be free and clear of all Claims and Encumbrances (other than Permitted Encumbrances), and the Sellers desire to sell, convey, assign and transfer to Purchaser the Purchased Assets together with the Assumed Liabilities, all in the manner and subject to the terms and conditions set forth herein, and subject further to all requisite Bankruptcy Court and other applicable approvals as set forth herein; and

WHEREAS, each Seller’s board of directors (or similar governing body) has determined that it is advisable and in the best interests of such Seller and its constituencies to enter into this Agreement and to consummate the transactions provided for herein, subject to entry of the Sale Order, and each has approved the same.

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

### ARTICLE I.

#### DEFINITIONS

##### 1.1 Definitions. As used herein:

(a) “**Action**” means any action, dispute, claim, complaint, grievance, summons, suit, litigation, arbitration, mediation, proceeding (including any civil, criminal,

administrative, investigative or appellate proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation by or before any Governmental Body.

(b) “**Affiliate**” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means (i) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise, or (ii) an officer, director, or any Person that has the power, directly or indirectly, to vote five (5%) or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of such Person.

(c) “**Agreement**” shall have the meaning set forth in the preamble.

(d) “**Agreement Date**” shall have the meaning set forth in the preamble.

(e) “**Aircraft Certificates**” shall have the meaning set forth in Section 5.3(d).

(f) “**Allocation**” shall have the meaning set forth in Section 10.2(a).

(g) “**Alternative Transaction**” means (i) the approval by the Bankruptcy Court of one or more sales, assignments or other transfers of a material portion of the Purchased Assets to a Person other than Purchaser or its designee or its Affiliates, or (ii) the confirmation of a plan of reorganization that does not contemplate the sale of the Purchased Assets to Purchaser in accordance with the terms hereof.

(h) “**Ancillary Documents**” means any certificate, agreement, document or other instrument (other than this Agreement) to be executed and delivered by a Party in connection with the consummation of the transactions contemplated this Agreement.

(i) “**Assigned Contracts**” shall have the meaning set forth in Section 2.1(f).

(j) “**Assignment and Assumption Agreement**” shall have the meaning set forth in Section 4.2(b).

(k) “**Assumed Liabilities**” shall have the meaning set forth in Section 2.3.

(l) “**Assumption Approval**” shall have the meaning set forth in Section 2.6(h).

(m) “**Avoidance Actions**” means all causes of action, lawsuits, claims, rights of recovery and other similar rights of each Seller under chapter 5 of the Bankruptcy Code.

(n) “**Bankruptcy Case**” shall have the meaning set forth in the Recitals.

(o) “**Bankruptcy Code**” shall have the meaning set forth in the Recitals.

(p) “**Bankruptcy Court**” shall have the meaning set forth in the Recitals.



(q) “**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, 28 U.S.C. § 2075, as applicable to the Bankruptcy Case, and the general, local and chambers rules of the Bankruptcy Court.

(r) “**Benefit Plan**” means (i) all “*employee benefit plans*” (including, without limitation, as defined in Section 3(3) of ERISA), including all employee benefit plans which are “*pension plans*” (including, without limitation, as defined in Section 3(2) of ERISA) and any other employee benefit arrangements or payroll practices (including severance pay, vacation pay, Seller awards, salary continuation for disability, sick leave, death benefit, hospitalization, welfare benefit, group or individual health, dental, medical, life, insurance, fringe benefit, deferred compensation, profit sharing, retirement, retiree medical, supplemental retirement, bonus or other incentive compensation, stock purchase, equity-based, stock option, stock appreciation rights, restricted stock and phantom stock arrangements or policies), and (ii) all other employment, termination, bonus, severance, change in control, collective bargaining or other similar plans, programs, contracts, or arrangements (whether written or unwritten), in each case, maintained, contributed to, or required to be contributed to by Seller or any ERISA Affiliate for the benefit of any current or former employee, director, officer or independent contractor of Seller or under which Seller or any ERISA Affiliate has any liability.

(s) “**Bill of Sale**” shall have the meaning set forth in Section 4.2(a).

(t) “**Business Day**” means any day other than a Saturday, Sunday or other day on which banks in New York City, New York are authorized or required by Law to be closed.

(u) “**Chapter 11 Petitions**” shall have the meaning set forth in the Recitals.

(v) “**Claim**” shall have the meaning given that term in Section 101(5) of the Bankruptcy Code and includes, inter alia, all rights, claims, causes of action, defenses, debts, demands, damages, offset rights, setoff rights, recoupment right, obligations, and liabilities of any kind or nature under contract, at law or in equity, known or unknown, contingent or matured, liquidated or unliquidated, and all rights and remedies with respect thereto.

(w) “**Closing**” shall have the meaning set forth in Section 4.1.

(x) “**Closing Assumed Contract List**” shall have the meaning set forth in Section 2.6(b).

(y) “**Closing Assumed Leased Real Property**” means those certain leases of real property related to the Sellers’ Eclipse locations that are subject to the Closing Assumed Contract List and that are identified in Schedule 2.6(b).

(z) “**Closing Contracts**” means those certain Contracts subject to the Closing Assumed Contract List and that are identified in Schedule 2.6(b).

(aa) “**Closing Date**” means the date on which the Closing occurs.

(bb) “**Code**” means the United States Internal Revenue Code of 1986, as the same may be amended from time to time.

(cc) “**Contract**” means any legally binding contract, purchase order, service order, sales order, indenture, note, bond, lease, sublease, license, understanding, instrument or other agreement, arrangement or commitment that is binding upon a Person.

(dd) “**Cure Amounts**” shall have the meaning set forth in Section 2.3(b).

(ee) “**Deposit**” shall have the meaning set forth in Section 3.2.

(ff) “**Designation Deadline**” means the end of the day on the fifteenth (15th) day following the Closing Date; provided, that such date may be extended with respect to any Contract for up to an additional fifteen (15) days with the consent of Purchaser and the applicable counterparty.

(gg) “**Documents**” means all of the Sellers’ written files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, plans, operating records, safety and environmental plans and reports, data, Permits and Permit applications, studies and documents, Tax Returns, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, research material, technical documentation (design specifications, engineering information, test results, maintenance schedules, functional requirements, operating instructions, logic manuals, processes, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation (sales brochures, flyers, pamphlets, web pages, etc.), and other similar materials, in each case whether or not in electronic form.

(hh) “**EASA**” means the European Union Aviation Safety Agency.

(ii) “**Eclipse**” means Eclipse Aerospace, Inc., a Delaware corporation.

(jj) “**Eclipse Aircraft**” means Eclipse aircraft, including the Eclipse 550, Eclipse 500, 400, SE, Total Eclipse and other Eclipse brands, (whether in production, complete, certified and registered, new or used with the FAA or otherwise), and shall include all Eclipse aircraft objects, airframes, engines, rotors and propellers, parts and other goods, accessions and property attached to, incorporated in, affixed to or used in connection with such aircraft and any other log books, CAMP records and maintenance, repair and other records and related information (in English) for each such Eclipse aircraft and Eclipse aircraft engine, as applicable.

(kk) “**Eclipse EASA Certificate**” means the revised type certificate for model EA500, identified as NBR: EASA.IM.A.171 issued to Eclipse Aerospace, Inc., on November 13, 2009 with major change approval on November 18, 2015.

(ll) “**Eclipse Production Certificate**” means production certificate number 550SW for model EA500 as amended and forwarded to Eclipse Aerospace, Inc., on December 11, 2017 by the U.S. Department of Transportation Federal Aviation Administration.

(mm) “**Eclipse Project**” means the project of owning, designing, engineering, manufacturing, repairing, maintaining, supporting and upgrading of existing or future Eclipse Aircraft and Eclipse simulators. The Eclipse Project shall include, without limitation, the Sellers’ Project Canada, Sellers’ Project Eclipse Garmin SE, and other aircrafts and simulators owned by Sellers.

(nn) **“Eclipse Type Certificate”** means type certificate number A00002AC for model EA500 issued to Eclipse Aviation Corporation on July 27, 2006, reissued on September 30, 2006 (change from provisional to standard type certificate) and transferred to Eclipse Aerospace, Inc., on September 30, 2009 by the U.S. Department of Transportation Federal Aviation Administration.

(oo) **“Encumbrance”** means any lien (as defined in Section 101(37) of the Bankruptcy Code), encumbrance, claim (as defined in Section 101(5) of the Bankruptcy Code), right, demand, charge, mortgage, deed of trust, option, pledge, security interest or similar interests, title defects, hypothecations, easements, rights of way, restrictive covenants, encroachments, rights of first refusal, preemptive rights, judgments, conditional sale or other title retention agreements and other impositions, imperfections or defects of title or restrictions on transfer or use of any nature whatsoever.

(pp) **“Environmental Law”** means any foreign, federal, state or local statute, regulation, ordinance rule of common law or agency guidance or policies relating to the protection of human health, safety, the environment, natural resources or consumer products.

(qq) **“Environmental Liabilities and Obligations”** means all Liabilities arising from any actual or threatened impairment, impact or damage to the environment, health or safety, or any actual or threatened failure to comply with Environmental Law in connection with the prior or ongoing ownership or operation of the any assets, liabilities of business of any of the Debtors, the Purchased Assets, or any real property where any such business, assets or liabilities is currently or have been located, including Liabilities related to: (i) the transportation, storage, use, arrangement for disposal or disposal of Hazardous Materials; (ii) the Release of Hazardous Materials; (iii) any other pollution or contamination of the surface, substrata, soil, air, ground water, surface water or marine environments; (iv) any other obligations imposed under Environmental Law including all applicable Permits; (v) Orders, notices to comply, notices of violation, alleged non-compliance and inspection reports; and (vi) all obligations with respect to personal injury, property damage, wrongful death and other damages and losses arising under applicable Law as a result of any of the matters identified in clauses (i)-(v) of this definition.

(rr) **“Escrow Account”** shall have the meaning set forth in Section 3.2.

(ss) **“Escrow Agent”** shall have the meaning set forth in Section 3.3.

(tt) **“Escrow Agreement”** shall have the meaning set forth in Section 3.3.

(uu) **“Excluded Assets”** shall have the meaning set forth in Section 2.2.

(vv) **“Excluded Contract”** shall have the meaning set forth in Section 2.6(c).

(ww) **“Excluded Liabilities”** shall have the meaning set forth in Section 2.4.

(xx) **“Excess Cure Amount”** shall have the meaning set forth in Section 2.3(b).

(yy) **“FAA”** means the United States Federal Aviation Administration.

(zz) “**Final Order**” means an order or judgment of the Bankruptcy Court or any other court of competent jurisdiction entered by the Clerk of the Bankruptcy Court or such other court on the docket in the Sellers’ Bankruptcy Case or the docket of such other court, which has not been modified, amended, reversed, vacated or stayed and as to which (i) the time to appeal, petition for certiorari, or move for a new trial, reargument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, reargument or rehearing shall then be pending, or (ii) if an appeal, writ of certiorari new trial, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court or other court of competent jurisdiction shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, reargument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, reargument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; provided, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such order, shall not cause such order not to be a Final Order.

(aaa) “**GAAP**” means United States generally accepted accounting principles as in effect from time to time.

(bbb) “**Governmental Body**” means any government, quasi-governmental entity, or other governmental or regulatory body, agency or political subdivision thereof of any nature, whether foreign, federal, state or local, or any agency, branch, department, official, entity, instrumentality or authority thereof, or any court or arbitrator (public or private) of applicable jurisdiction.

(ccc) “**Hazardous Material**” means any substance, material or waste which is regulated by any Governmental Body, including petroleum and its by-products, asbestos, and any material or substance which is defined or identified as a “hazardous waste,” “hazardous substance,” “hazardous material,” “restricted hazardous waste,” “industrial waste,” “solid waste,” “contaminant,” “pollutant,” “toxic waste” or “toxic substance” or otherwise regulated under or the subject of any provision of Environmental Law.

(ddd) “**Holdback Escrow Account**” shall have the meaning set forth in Section 3.3.

(eee) “**Holdback Escrow Amount**” means \$500,000.

(fff) “**Indebtedness**” of any Person means, without duplication, (i) the interest in respect of, principal of and premium (if any) in respect of (x) indebtedness of such Person for money borrowed and (y) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person with respect to any Contracts relating to the deferred and unpaid purchase price of property or services, including any interest accrued thereon and prepayment or similar penalties and expenses; (iii) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker’s acceptance or similar credit transaction; (v) all obligations of the type referred to in clauses (i) through (iv) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or

otherwise, including guarantees of such obligations; and (vi) all obligations of the type referred to in clauses (i) through (v) of other Persons secured by any Encumbrance (other than Permitted Encumbrances), on any property or asset of such Person (whether or not such obligation is assumed by such Person).

(ggg) **“Intellectual Property”** means all intellectual property and proprietary rights of any kind, including the following: (i) trademarks, service marks, trade names, slogans, logos, designs, symbols, trade dress, internet domain names, uniform resource identifiers, rights in design, brand names, any fictitious names, d/b/a’s or similar filings related thereto, or any variant of any of them, and other similar designations of source or origin, together with all goodwill, registrations and applications related to the foregoing; (ii) copyrights and copyrightable subject matter (including any registration and applications for any of the foregoing); (iii) trade secrets and other confidential or proprietary business information (including manufacturing and production processes and techniques, research and development information, technology, intangibles, drawings, specifications, designs, plans, proposals, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, customer and supplier lists and information), know how, proprietary processes, formulae, algorithms, models, industrial property rights, and methodologies; (iv) computer software, computer programs, and databases (whether in source code, object code or other form); and all rights to sue for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing and all remedies at law or equity associated therewith.

(hhh) **“Inventory”** means all inventory (including finished goods, supplies, raw materials, work in progress, spare, replacement and component parts) related to the Eclipse Project and the Purchased Assets maintained or held by, stored by or on behalf of, or in transit to, any Seller.

(iii) **“IP Assignment and Assumption Agreement”** shall have the meaning set forth in Section 4.2(d).

(jjj) **“Knowledge”** or (**“Knowledge of the Sellers”** or the **“Sellers’ Knowledge”**) means the actual knowledge of Alan Klapmeier, Steve Serfling and Jon Hansen, after commercially reasonable due inquiry.

(kkk) **“Law”** means any federal, state, local, municipal, foreign or international, multinational or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, airworthiness directive, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body, including but not limited to Environmental Laws.

(III) **“Liability”** means, as to any Person, any debt, adverse claim, liability (including any liability that results from, relates to or arises out of tort or any other product liability claim), duty, responsibility, obligation, commitment, assessment, cost, expense, loss, expenditure, charge, fee, penalty, fine, contribution or premium of any kind or nature whatsoever, whether known or unknown, asserted or unasserted, absolute or contingent, direct or indirect, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and regardless of when sustained, incurred or asserted or when the relevant events occurred or circumstances existed.

(mmm) “**Material Adverse Effect**” means any event, change, occurrence or state of facts that has had, individually or in the aggregate, a material adverse effect on the Purchased Assets and Assumed Liabilities, taken as a whole; provided, however, that in no event shall any of the following, alone or in combination, be deemed to constitute, or be taken into account, in determining whether there has been, or would be, a Material Adverse Effect: (a) changes in the U.S. or global economy or capital markets in general but that do not have a disproportionate effect on the Purchased Assets and Assumed Liabilities relative to similar assets and liabilities, (b) changes that affect generally the industry in which the Sellers operate but that do not have a disproportionate effect on the Purchased Assets and Assumed Liabilities relative to similar assets and liabilities, (c) changes (other than due to the COVID-19 virus) after the Agreement Date in any applicable Law or GAAP or the interpretation or enforcement thereof, (d) the commencement of the Bankruptcy Case and the Sellers’ inability to pay certain obligations as a result of the filing of the Bankruptcy Case, (e) any actions taken or proposed to be taken by Purchaser or any of its Affiliates or actions taken or proposed to be taken by any of the Sellers at the request or direction of the Purchaser or any of its Affiliates, (f) any effect resulting from the public announcement of this Agreement, compliance with terms of this Agreement or the consummation of the transactions contemplated by this Agreement, (g) actions or omissions of the Sellers resulting from restrictive covenants contained in this Agreement which Purchaser does not waive following an explanation and request from the Sellers, or (h) any change arising in connection with acts of God, natural disasters, earthquakes, epidemics, plagues, pandemics, disease outbreaks, illnesses or public health events (other than the COVID-19 virus and any non-human epidemic, plague, pandemic or other similar disease outbreak or illness), the declaration of a national emergency, hostilities, acts of war, sabotage or terrorism or military actions or any escalation or material worsening of any such epidemics, plagues, pandemics, disease outbreaks, illnesses or public health events or hostilities, acts of war, sabotage or terrorism or military actions.

(nnn) “**New Certificates**” shall have the meaning set forth in Section 8.10.

(ooo) “**New EASA Certificate**” shall have the meaning set forth in Section 8.10.

(ppp) “**New FAA Production Certificate**” shall have the meaning set forth in Section 8.10.

(qqq) “**New FAA Repair Station Certificate(s)**” shall have the meaning set forth in Section 8.10.

(rrr) “**New FAA Type Certificate**” shall have the meaning set forth in Section 8.10.

(sss) “**New FAA Parts Certificate**” shall have the meaning set forth in Section 8.10.

(ttt) “**Order**” means any award, writ, injunction, judgment, order, ruling, decision, subpoena, mandate, precept, command, directive, consent, approval, award, decree or similar determination or finding entered, issued, made or rendered by any Governmental Body.

(uuu) “**Organizational Documents**” means, with respect to a particular entity Person, (i) if a corporation, the articles or certificate of incorporation and bylaws, (ii) if a general

partnership, the partnership agreement and any statement of partnership, (iii) if a limited partnership, the limited partnership agreement and certificate of limited partnership, (iv) if a limited liability company, the articles or certificate of organization or formation and any limited liability company or operating agreement, (v) if another type of Person, all other charter and similar documents adopted or filed in connection with the creation, formation or organization of the Person, and (vi) all amendments or supplements to any of the foregoing.

(vvv) **“Outside Date”** shall have the meaning set forth in Section 4.4(a).

(www) **“Party”** shall have the meaning set forth in the preamble.

(xxx) **“Pending Assigned Contracts”** shall have the meaning set forth in Section 2.3(b).

(yyy) **“Permits”** means to the fullest extent permitted under applicable law, all notifications, licenses, permits (including environmental, construction and operation permits), franchises, certificates, approvals, consents, waivers, clearances, exemptions, classifications, registrations, variances, orders, tariffs, rate schedules and other similar documents and authorizations issued by any Governmental Body to any of the Sellers.

(zzz) **“Permitted Encumbrances”** means (i) Encumbrances for utilities; (ii) easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary impediments against any of the Purchased Assets which do not, individually or in the aggregate, adversely affect any of the Purchased Assets, (iii) applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law, (iv) materialmans’, mechanics’, artisans’, shippers’, warehousemans’ or other similar common law or statutory liens that are included in the Assumed Liabilities, (v) licenses granted on a non-exclusive basis, and (vii) such other Encumbrances or title exceptions as Purchaser may approve in writing in its sole and exclusive discretion.

(aaaa) **“Person”** means an individual, corporation, partnership, limited liability Seller, joint venture, association, trust, unincorporated organization, labor union, estate, Governmental Body or other entity or group.

(bbbb) **“Post-Closing Tax Period”** means any taxable period (or portion thereof) beginning after the Closing Date.

(cccc) **“Pre-Closing Period”** means the period commencing on the Agreement Date and ending on the earlier of the date upon which this Agreement is terminated pursuant to Section 4.4 or the Closing Date.

(dddd) **“Pre-Closing Tax Period”** means any taxable period (or portion thereof) ending on or before the Closing Date.

(eeee) **“Purchase Price”** shall have the meaning set forth in Section 3.1.

(ffff) **“Purchased Assets”** shall have the meaning set forth in Section 2.1.

(gggg) **“Purchased Intellectual Property”** shall have the meaning set forth in Section 2.1(g).

(hhhh) “**Purchaser**” shall have the meaning set forth in the preamble.

(iiii) “**Rejection Effective Date**” shall have the meaning set forth in Section 2.6(c).

(jjjj) “**Release**” means any actual or threatened release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal or leaching into the indoor or outdoor environment, or including migration to or from a property.

(kkkk) “**Remedial Action**” means all actions to (i) investigate, clean up, remove, treat or in any other way address any Hazardous Material; (ii) prevent the Release of any Hazardous Material; (iii) perform pre-remedial studies and investigations or post-remedial monitoring and care; or (iv) to correct a condition of noncompliance with Environmental Laws.

(llll) “**Representative**” of a Person means such Person’s Subsidiaries and the officers, directors, managers, employees, advisors, representatives (including its legal counsel and its accountants) and agents of such Person or its Subsidiaries.

(mmmm) “**Sale Hearing**” means the hearing to approve this Agreement and seeking entry of the Sale Order.

(nnnn) “**Sale Motion**” means the motion or motions of the Sellers, in form and substance reasonably acceptable to the Sellers and Purchaser, seeking approval and entry of the Sale Order.

(oooo) “**Sale Order**” means the order entered by the Bankruptcy Court, in form and substance satisfactory to Purchaser in its sole and exclusive discretion and in accordance with the provisions of Section 7.1, approving the sale of the Purchased Assets to the Purchaser and the transaction contemplated in this Agreement.

(pppp) “**Seller**” or the “**Sellers**” shall have the meaning set forth in the preamble.

(qqqq) “**Subsidiary**” or “**Subsidiaries**” means, with respect to any Person, any corporation, limited liability company, joint venture or partnership of which such Person (a) beneficially owns, either directly or indirectly, more than fifty percent (50%) of (i) the total combined voting power of all classes of voting securities of such entity, (ii) the total combined equity interests, or (iii) the capital or profit interests, in the case of a partnership; or (b) otherwise has the power to vote or to direct the voting of sufficient securities to elect a majority of the board of directors or similar governing body.

(rrrr) “**Systems**” means all software, systems, servers, computers, hardware, firmware, middleware, networks, data communications lines, routers, hubs, switches and other information technology equipment that are used to process, store, maintain and operate business data, information, and functions.

(ssss) “**Tax**” and “**Taxes**” mean (i) any and all taxes, including any federal, state, provincial, local, foreign or other income, gross receipts, sales, value added, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental,



stamp, occupation, premium, property (real or personal), real property gains, windfall profits, capital, production, recapture, net worth, surplus, customs, duties, levies, surtaxes or other taxes, fees, assessments, reassessments or charges of any kind whatsoever, together with any interest, additions, installments or penalties with respect thereto and any interest in respect of such additions or penalties, (ii) any Liability for the payment of any items described in clause (i) above as a result of being (or ceasing to be) a member of an affiliated, consolidated, combined, unitary or aggregate group (or being included (or being required to be included)) in any Tax Return related to such group (including any Liability pursuant to Section 1.1502-6 of the Treasury Regulations, or any similar provision of state, local or non-U.S. Law), and (iii) any Liability for the payment of any amounts as a result of any express or implied obligation to indemnify any other Person, or any successor or transferee liability, by contract or otherwise in respect of any items described in clause (i) or (ii) above.

(tttt) “**Tax Proceeding**” means any action, suit, investigation, audit, Claim, investigation, or other action or proceeding with respect to Taxes.

(uuuu) “**Tax Refunds**” means all Tax assets net of any Liability (including all state and federal Tax refunds (or the right to such state and federal refunds of Taxes, whether claimed or unclaimed) for all taxable periods (or portions thereof)), whether ending on, prior to, or after the Closing Date.

(vvvv) “**Tax Return**” means any return, report, information return, declaration, claim for refund or other document (including any schedule or related or supporting information) supplied or required to be supplied to any Governmental Body with respect to Taxes, including amendments thereto.

(www) “**Treasury Regulations**” means the regulations promulgated under the Code by the United States Department of the Treasury (whether in final, proposed or temporary form), as the same may be amended from time to time.

1.2 Interpretations. Unless otherwise indicated herein to the contrary:

(a) When a reference is made in this Agreement to an Article, Section, Schedule, clause or subclause, such reference shall be to an Article, Section, Schedule, clause or subclause of this Agreement.

(b) The words “include,” “includes” or “including” and other words or phrases of similar import, when used in this Agreement, shall be deemed to be followed by the words “without limitation.”

(c) The words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, refer to this Agreement as a whole and not to any particular provision of this Agreement.

(d) The word “if” and other words of similar import shall be deemed, in each case, to be followed by the phrase “and only if.”

(e) The use of “or” herein is not intended to be exclusive.

(f) The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice versa.

(g) All terms defined in this Agreement have their defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein.

(h) References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder. References to any Contract are to that Contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References herein to a Person are also to its successors and permitted assigns. Any reference herein to a Governmental Body shall be deemed to include reference to any successor thereto. References from or through any date means, unless otherwise specified, from and including or through and including such date, respectively.

(i) Any reference herein to “Dollars” or “\$” shall mean United States dollars.

(j) References to “days” shall refer to calendar days unless Business Days are specified. If any period expires on a day which is not a Business Day or any event or condition is required by the terms of this Agreement to occur or be fulfilled on a day which is not a Business Day, such period shall expire or such event or condition shall occur or be fulfilled, as the case may be, on the next succeeding Business Day.

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

## ARTICLE II.

### PURCHASE AND SALE OF THE PURCHASED ASSETS; ASSUMPTION OF ASSUMED LIABILITIES

2.1 Purchase and Sale of the Purchased Assets. Pursuant to Sections 105, 363, and 365 of the Bankruptcy Code and the Bankruptcy Rules, and on the terms and subject to the conditions set forth herein and the Sale Order, at the Closing, the Sellers shall sell, transfer, assign, convey and deliver to Purchaser (or any entity or person designated by Purchaser), and Purchaser shall purchase, acquire and accept from the Sellers all of the Sellers’ right, title and interest in, to and with the following assets (the “**Purchased Assets**”):

(a) the Aircraft Certificates as set forth on Schedule 5.3(d);

(b) all other type, supplemental type, parts or similar certificates, held by, and all applications heretofore submitted by, any of the Sellers with respect to any existing and future Eclipse Aircraft;

(c) all tangible assets of the Sellers relating to the Eclipse Project, including, without limitation, the tangible assets of the Sellers located at any Closing Assumed Leased Real Property or at the locations listed on Schedule 2.6(b);

(d) to the extent transferrable hereunder and at the time when Sellers are able, all production and other similar aircraft certificates, held by, and all applications heretofore submitted by, any of the Sellers with respect to any existing and future Eclipse Aircraft;

(e) to the extent transferrable hereunder and at the time when Sellers are able, all other Permits relating to the Eclipse Project or the Purchased Assets, and all pending applications therefor;

(f) subject to Section 2.6, all rights under Contracts that are not Excluded Contracts, including all rights under the Closing Assumed Contract List (the “**Assigned Contracts**”);

(g) all Intellectual Property and proprietary rights of any kind related to, or arising under, the Eclipse Project, including, the following: (i) trademarks, service marks, trade names, slogans, logos, designs, symbols, trade dress, internet domain names, uniform resource identifiers, rights in design, brand names, any fictitious names, d/b/a’s or similar filings related thereto, or any variant of any of them, and other similar designations of source or origin, together with all goodwill, registrations and applications related to the foregoing; (ii) copyrights and copyrightable subject matter (including any registration and applications for any of the foregoing); (iii) trade secrets and other confidential or proprietary business information (including manufacturing and production processes and techniques, research and development information, technology, intangibles, drawings, specifications, designs, plans, proposals, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, customer and supplier lists and information), know how, proprietary processes, formulae, algorithms, models, industrial property rights, and methodologies; (iv) computer software, computer programs, and databases (whether in source code, object code or other form); and (v) all rights to sue for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing and all remedies at law or equity associated therewith (the “**Purchased Intellectual Property**”), including all claims (including all rights to bring claims for past, present or future infringement of the Purchased Intellectual Property owned by the Seller) and causes of action of the Sellers as of the Closing against any Persons (regardless of whether or not such claims and causes of action have been asserted by the Sellers) related thereto;

(h) all rights under non-disclosure or confidentiality agreements related to the Purchased Intellectual Property;

(i) all vehicles, tools, parts and supplies, machinery, equipment, appliances, and related documentation, stored data, in each case, with any freely transferable warranty and service rights of the applicable Sellers related to, or arising under, the Eclipse Project or the Purchased Assets;

(j) all Inventory, including raw materials, work in process, parts, subassemblies and finished goods, wherever located and whether or not obsolete or carried on the Sellers’ books of account, in each case with any transferable warranty and service rights of the applicable Seller with respect to the Eclipse Project or the Purchased Assets;

(k) all Eclipse Aircraft and simulators, in any state, owned or leased by any of the Sellers;

(l) to the extent permitted by Law, all Documents arising under or relating to the Purchased Assets, Assumed Liabilities or the Eclipse Project, including, without limitation, financial accounting and other books and records, correspondence, and all customer lists, customer sales, marketing, advertising, packaging and promotional materials, files, data, software (whether written, recorded or stored on disk, film, tape or other media, and including all computerized data), drawings, engineering and manufacturing data and other technical information and data, manuals related to the part 145 repair station certificates, and all other business and other records, in each case arising under or relating to the Purchased Assets, the Assumed Liabilities or the Eclipse Project;

(m) except for the Excluded Actions, all express or implied guarantees, warranties, representations, covenants, indemnities, rights, claims, counterclaims, defenses, credits, causes of action or rights of set off against third parties relating to the Purchased Assets (including, for the avoidance of doubt, those arising under, or otherwise relating to the Assigned Contracts) or Assumed Liabilities, including rights under vendors' and manufacturers' warranties, indemnities, guaranties and claims and causes of action under applicable Law that are possessed by the Sellers (excluding Avoidance Actions);

(n) to the extent transferable, all rights and obligations under or arising out of all insurance policies relating to the Purchased Assets or Assumed Liabilities (including returns and refunds of any premiums paid, or other amounts due back to the Sellers, with respect to cancelled policies);

(o) any and all claims, deposits, prepayments, refunds, rebates, causes of action, rights of recovery, rights of set-off and rights of recoupment relating to or in respect of any Purchased Asset;

(p) to the extent transferable, all Systems related to the Eclipse Project or the Purchased Assets that are owned by the Sellers;

(q) except for the Excluded Actions, all causes of action, lawsuits, judgments, claims, refunds, rights of recovery, rights of set-off, counterclaims, defenses, demands, warranty claims, rights to indemnification, contribution, advancement of expenses or reimbursement, or similar rights of any Seller (at any time or in any manner arising or existing, whether choate or inchoate, known or unknown, now existing or hereafter acquired, contingent or noncontingent), relating to the Purchased Assets; and

(r) all other assets related to the Eclipse Project as set forth on Schedule 2.1(r).

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, in no event shall the Sellers be deemed to sell, transfer, assign or convey, and the Sellers shall retain all right, title and interest to, in and under the following assets, properties, interests and rights of the Sellers (collectively, the "**Excluded Assets**"):

(a) copies of any and all information not relating to the Eclipse Project or the Purchased Assets that is stored on the Sellers' computer systems, data networks or servers;

(b) all agreements and contracts of the Sellers other than the Assigned Contracts;

(c) all Documents and all personnel records of the Sellers' employees that the Sellers are required by Law to retain and are prohibited by Law from providing a copy thereof to Purchaser;

(d) the Sellers' Organizational Documents, corporate charter, minute and stock record books, Tax Returns, corporate seal, checkbooks and canceled checks;

(e) all shares of capital stock or other equity interests issued by the Sellers or securities convertible into, exchangeable or exercisable for any such shares of capital stock or other equity interests;

(f) the Sellers' rights under this Agreement, the Purchase Price hereunder, any agreement, certificate, instrument or other document executed and delivered by Purchaser to the Sellers in connection with the transactions contemplated hereby, or any side agreement between the Sellers and Purchaser entered into on or after the Agreement Date;

(g) all causes of action to the extent arising out of or related to any Excluded Asset;

(h) all causes of action, indemnities, rights, claims, and counterclaims set forth on Schedule 2.2(h) (the "*Excluded Actions*");

(i) all current, as of the date of Closing, and prior director and officer insurance policies of the Sellers and all rights of any nature with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries;

(j) all Benefit Plans (including all assets, trusts, insurance policies and administration service contracts related thereto);

(k) all trade and non-trade accounts receivable, notes receivable and negotiable instruments of the Sellers;

(l) all of the Sellers' cash and cash equivalents (except to the extent of the Purchase Price);

(m) all rights and obligations under key employee retention plans and similar arrangements with (or for the benefit of) employees and agents of the Sellers; and

(n) all assets expressly excepted from the subsections of Section 2.1, including those set forth on applicable schedules, regardless of whether such assets are listed in this Section 2.2.

2.3 Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement and the Sale Order, effective as of the Closing, Purchaser shall assume from the Sellers (and pay, perform, discharge or otherwise satisfy in accordance with their respective terms or as required by Law), and the Sellers shall irrevocably convey, transfer and assign to Purchaser,

the following Liabilities (and only the following Liabilities) (collectively, the “**Assumed Liabilities**”):

(a) all Liabilities of the Sellers arising from the ownership of the Purchased Assets, relating to periods occurring on or after the Closing; and

(b) all Liabilities and obligations of the Seller under the Assigned Contracts, including any costs of cure with respect to the Assigned Contracts (the “**Cure Amounts**,” or with respect to an individual Assigned Contract, the “**Cure Amount**”) in each case to the extent arising and relating to the period through the Closing Date. In accordance with Section 2.6(g), the Parties understand and agree that to the extent that the aggregate Cure Amounts for the Assigned Contracts (as determined by the Bankruptcy Court or otherwise agreed to by the Parties and the counterparties to the Assigned Contracts) exceeds the aggregate amount of the Cure Amounts for such Assigned Contracts set forth on Schedule 2.3(b)(i), Purchaser shall be solely liable for such excess; provided, however, that with respect to any Assigned Contract set forth on Schedule 2.3(b)(ii) (each, a “**Pending Assigned Contract**”), to the extent that the Purchaser and the applicable lessor or contract counterparty to a Pending Assigned Contract stipulate and agree to an aggregate Cure Amount for such Pending Assigned Contract that exceeds the amount of the Cure Amount for such Pending Assigned Contract as set forth on Schedule 2.3(b)(ii), the aggregate amount of such excess (the “**Excess Cure Amount**”) shall be borne fifty percent (50%) by the Sellers by means of a reduction to the Purchase Price and fifty percent (50%) by Purchaser, subject to and in accordance with the holdback requirements set forth in Section 3.3; provided that, to the extent the Excess Cure Amount is determined after the Closing, Sellers’ aggregate liability for such Excess Cure Amount shall be limited to the amount set forth in the Holdback Escrow Account.

Notwithstanding the foregoing or any other provisions of this Agreement, Purchaser shall not assume hereunder, and “Assumed Liabilities” shall not include, Liabilities under any Contract to the extent such Liabilities arise as a result of a breach or failure of such Contract occurring prior to, as of, or as a result of, the Closing.

The assumption by Purchaser of the Assumed Liabilities shall not, in any way, enlarge the rights of any third parties relating thereto.

2.4 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, Purchaser is assuming only the Assumed Liabilities and is not assuming, and shall not be deemed to have assumed, any other Liabilities of the Sellers of whatever nature (whether arising prior to, at the time of, or subsequent to Closing), whether absolute, accrued, contingent or otherwise, whether due or to become due and whether or not assets, and whether or not known or unknown or currently existing or hereafter arising or matured or unmatured, direct or indirect, and the Sellers shall be solely and exclusively liable for any and all such Liabilities, including without limitation, those Liabilities set forth below (collectively, the “**Excluded Liabilities**”):

(a) all Liabilities of the Seller relating to or otherwise arising, whether before, on or after the Closing, out of, or in connection with, any of the Excluded Assets;

(b) any and all Liabilities for Indebtedness with respect to borrowed money;

(c) subject to Section 2.3, all Liabilities of the Sellers resulting from the conduct of the Sellers or ownership or lease of any properties or assets or any properties or assets

previously used by the Sellers at any time, or other actions, omissions or events and which (i) constitute, may constitute or are alleged to constitute a tort, breach of contract or violation of any Law or (ii) relate to all Actions against the Sellers or their predecessors or Affiliates whether past, present, future, known or unknown, liquidated or unliquidated, accrued or unaccrued, pending or threatened;

(d) any and all Liabilities of the Sellers in respect of Contracts that are not Assigned Contracts;

(e) all Liabilities related to or with respect to any employees, including with respect to wages, commissions, vacation, sick leave, personal time;

(f) all Liabilities arising out of or relating to any business or property formerly owned or operated by the Sellers, any Affiliate or predecessor thereof, but not presently owned and operated by the Sellers;

(g) all Environmental Liabilities and Obligations arising or relating to any period prior to the Closing;

(h) any and all Liabilities of the Sellers for any (i) Taxes (including any Taxes owed by the Sellers and arising in connection with the consummation of the transactions contemplated by this Agreement), and (ii) Taxes attributable to the Purchased Assets or the operation of the Eclipse Project for any Pre-Closing Tax Period; and

(i) any and all Liabilities of the Sellers arising under this Agreement and/or any Ancillary Document executed and delivered by the Sellers to Purchaser in connection with the transactions contemplated hereby, or any side agreement between the Sellers and Purchaser entered into on or after the Agreement Date.

2.5 Post-Closing Liabilities. Purchaser acknowledges that Purchaser shall be responsible for all Liabilities and obligations relating to Purchaser's ownership or use of, or right to use, the Purchased Assets and the Assumed Liabilities after the Closing Date, including, without limitation, all Taxes arising out of or related to the Purchased Assets or the operation of conduct of the Purchased Assets acquired pursuant to this Agreement for all Tax periods beginning on or after the Closing Date.

## 2.6 Assumption/Rejection of Certain Contracts.

(a) The Sale Order shall provide for the assumption by the Sellers (to the extent not already assumed by the Sellers), and the assignment to the extent legally capable of being assigned by the Sellers to Purchaser or its designee, of the Assigned Contracts on the terms and conditions set forth in the remainder of this Section 2.6, and shall provide for the Designation Deadline. At Purchaser's reasonable request, the Sellers shall reasonably cooperate from the date hereof forward with Purchaser: (i) to allow Purchaser or its designee to enter into an amendment of any Contract upon assumption of such Contract by Purchaser or its designee (and the Sellers shall reasonably cooperate with Purchaser or its designee to the extent reasonably requested with Purchaser or its designee in negotiations with the lessors and contract counterparties thereof), or (ii) to otherwise amend any Contract to the extent such amendments would not adversely affect the Sellers; provided, that the Sellers shall not be required to enter into any such amendment if

such amendment would result in an assumption by the Sellers of such Contract, unless such Contract will be assigned to Purchaser or its designee at the time of such assumption and the Sellers will have no Liability in connection therewith following such assignment and assumption. The Sellers shall have no obligation to Purchaser to provide adequate assurances of future performance under any Assigned Contract in connection with the assignment and assumption thereof by the Seller.

(b) Purchaser has identified the Contracts that Purchaser has decided will be Assigned Contracts to be assumed and assigned to Purchaser or its designee on the Closing Date by providing a list thereof to the Sellers consisting of the Closing Contracts and the Closing Assumed Leased Real Property (as updated in accordance with this Agreement, the “**Closing Assumed Contract List**”), as set forth on Schedule 2.6(b). Until two (2) Business Days prior to the Closing Date, Purchaser may, in its sole discretion, add or remove any Contract as an Assigned Contract to be assumed and assigned to Purchaser or its designee on the Closing Date by amending the Closing Assumed Contract List, and, in connection with the Closing, the Sellers shall move in the Bankruptcy Court to assign any such Contract on the Closing Assumed Contract List to Purchaser or its designee, and at the Closing shall assign to, and Purchaser or its designee shall accept the assignment of and assume such Contract. Until two (2) Business Days prior to the Closing Date, Purchaser may, in its sole discretion, designate a Contract for exclusion and rejection by delivering written notice to the Sellers and, in connection with the Closing, such Contract will be deemed rejected as of the Closing (which date shall constitute the Rejection Effective Date with respect thereto).

(c) From and after the Agreement Date until the Designation Deadline, with respect to any Contract that was neither included on the Closing Assumed Contract List nor excluded and rejected as of the Closing Date, Purchaser may, in its sole discretion, designate such Contract as an Assigned Contract by providing written notice to the Sellers, specifying the Contract to be assumed by the Sellers and assigned to Purchaser or its designee. All Contracts not designated as an Assigned Contract by the expiration of the Designation Deadline shall be deemed rejected as of the Closing (the “**Rejection Effective Date**”) and no Seller shall have any obligation to assign any such Contract to Purchaser (such contract, an “**Excluded Contract**”). Upon delivery of a notification by Purchaser with respect to any Contract to be designated for assumption and assignment, the applicable Seller shall move in the Bankruptcy Court within two (2) days of receipt of such notice to assign such Contract to Purchaser or its designee and shall assume and assign to, and Purchaser or its designee shall accept the assignment of and assume such Contract. Unless and until Purchaser or its designee accepts the designation of such Contract, Purchaser or its designee shall not be obligated to perform or cause to be performed Sellers’ obligations under such Contract, and shall not retain any liabilities thereunder.

(d) After the Closing and prior to the Designation Deadline, the Sellers shall not terminate, amend, supplement, modify, waive any rights under, or create any lien with respect to any Contract, or take any affirmative action not required by the terms thereof, without the prior written consent of Purchaser (not to be unreasonably withheld or delayed), unless Purchaser has provided notice to the Sellers in writing designating such Contract for rejection pursuant to Section 2.6(c).

(e) Within two (2) Business Days of Purchaser’s delivery of any notice of designation of any Contract as an Assigned Contract pursuant to Section 2.6(c), or such lesser time



as is approved by the Bankruptcy Court, the Sellers shall give notice of the designation of such Contract as an Assigned Contract to the other parties thereto.

(f) As part of the Sale Motion (or as necessary in one or more separate motions), the Sellers shall request that, by virtue of the Sellers' providing notice of its intent to assume and assign any Contract, the Bankruptcy Court deem any non-debtor party to such Contract to have given any required consent to the assumption of the affected Contract by the relevant Seller and assignment to Purchaser or its designee.

(g) Subject to Section 2.3(b) and Section 3.3, in connection with the assumption and assignment to Purchaser or its designee of any Assigned Contract that is executory pursuant to this Section 2.6, the Cure Amounts, as determined by the Bankruptcy Court, if any, necessary to cure all defaults, if any, and to pay all actual or pecuniary losses that have resulted from such defaults under the Assigned Contracts, including any amounts payable to any landlord under any lease that is an Assigned Contract that relates to the period prior to the Assumption Approval, shall be paid by Purchaser, on or before the Closing.

(h) The Sellers shall use their commercially reasonable efforts to obtain an order of the Bankruptcy Court to assign the Assigned Contracts to Purchaser or its designee (the "***Assumption Approval***") on the terms set forth in this Section 2.6. In the event the Sellers are unable to assign any such Assigned Contract to Purchaser or its designee pursuant to an order of the Bankruptcy Court, then the Parties shall use their commercially reasonable efforts until the Designation Deadline to obtain, and to cooperate in obtaining, all consents from Governmental Bodies and third parties necessary to assume and assign such Assigned Contracts to Purchaser or its designee.

(i) To the extent that any consent that is required to assign to Purchaser or its designee any Assigned Contract is not obtained by the Designation Deadline, the Sellers shall, with respect to each such Assigned Contract, from and after the Closing and until the earliest to occur of (x) the date on which such applicable consent is obtained (which consents the Parties shall use their reasonable best efforts, and cooperate with each other, to obtain promptly; provided, however, that none of the Parties or any of their respective Affiliates shall be required to pay any consideration therefor other than filing, recordation or similar fees, which shall be borne by Purchaser), (y) the date on which such Contract is rejected following the written request of Purchaser, and (z) thirty (30) days after the Closing Date, use commercially reasonable efforts during the term of such Assigned Contract to (i) provide to Purchaser or its designee the benefits under such Assigned Contract, (ii) cooperate in any reasonable and lawful arrangement (including holding such Contract in trust for Purchaser or its designee pending receipt of the required consent) designed to provide such benefits to Purchaser or its designee and (iii) use its commercially reasonable efforts to enforce for the account of Purchaser or its designee any rights of the Sellers under such Assigned Contract (including the right to elect to terminate such Assigned Contract in accordance with the terms thereof upon the written direction of Purchaser). Purchaser shall reasonably cooperate with the Sellers in order to enable Seller to provide to Purchaser the benefits contemplated by this Section 2.6(i).

(j) Notwithstanding the foregoing, a Contract shall not be an Assigned Contract hereunder and shall not be assigned to, or assumed by, Purchaser or its designee to the extent that such Contract (i) is rejected by the Sellers or terminated by the Sellers in accordance with the terms hereof or by the other party thereto, or terminates or expires by its terms, on or prior to the

Designation Deadline and is not continued or otherwise extended upon assumption, or (ii) requires a consent of any Governmental Body or other third party (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Purchaser or its designee of the Sellers' rights under such Contract, and no such consent has been obtained prior to the Designation Deadline. In addition, a Permit shall not be assigned to, or assumed by, Purchaser or its designee to the extent that such Permit requires a Consent of any Governmental Body or other third party (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Purchaser or its designee of the Sellers' rights under such Permit, and no such consent has been obtained prior to the Closing.

### ARTICLE III.

#### CONSIDERATION

3.1 Consideration. The aggregate consideration for the Purchased Assets shall be equal to the sum of a cash payment to the Sellers of \$5,250,000 (the "**Purchase Price**"), subject to adjustment in accordance with Section 2.3(b), Section 3.2, Section 3.3 and Section 3.4. On the Closing Date, any payment required to be made pursuant to any provision hereof in cash shall be made by the Purchaser by wire transfer of immediately available funds to such bank account as shall be designated in writing by the Sellers not later than two (2) Business Days prior to the Closing Date.

3.2 Deposit. On the first Business day following the execution of this Agreement, Purchaser shall deposit a deposit in the amount of \$500,000 (the "**Deposit**"), by wire transfer of immediately available funds into an account mutually acceptable to the Sellers and Purchaser (the "**Escrow Account**"). If the Closing occurs, the Sellers and Purchaser shall deliver a joint written instruction to an authorized representative of the Escrow Account authorizing such Person to release from the Escrow Account the entire Deposit, by wire transfer of immediately available funds to an account designated by the Sellers, and the Deposit shall be credited against the amount required to be paid by Purchaser to the Sellers at Closing. If this Agreement is validly terminated by the Sellers in accordance with the terms of this Agreement prior to Closing pursuant to Section 4.4(h), then the Sellers and Purchaser shall deliver a joint written instruction to an authorized representative of the Escrow Account authorizing such Person to release from the Escrow Account the entire Deposit, by wire transfer of immediately available funds to an account designated by Sellers, with such Deposit to be retained by the Sellers as the Sellers' sole and exclusive remedy as liquidated damages for any and all losses or damages of any nature against Purchaser in respect of this Agreement or the transactions contemplated hereby. In all other circumstances, if this Agreement is validly terminated in accordance with the terms of this Agreement prior to Closing, then within two (2) Business Days of such termination, the Sellers and Purchaser shall deliver a joint written instruction to an authorized representative of the Escrow Account authorizing such Person to release all funds held in the Escrow Account, including any interest or earnings thereon, by wire transfer of immediately available funds to an account designated by Purchaser.

3.3 Holdback Escrow Account. If the Purchaser and the applicable lessor or contract counterparty to any Pending Assigned Contract set forth on Schedule 2.3(b)(ii) fail to stipulate and agree to an aggregate Cure Amount in respect of such Pending Assigned Contract on or prior to the Closing Date, then on the Closing Date, the portion of the Purchase Price payable by Purchaser to Sellers at Closing shall be reduced by the Holdback Escrow Amount and Purchaser shall deposit with an escrow agent mutually acceptable to the Sellers and Purchaser (the "**Escrow Agent**"), the

Holdback Escrow Amount, by wire transfer of immediately available funds for deposit into a separate escrow account (the “**Holdback Escrow Account**”), established pursuant to a mutually acceptable escrow agreement, to be executed by and among the Sellers, Purchaser and the Escrow Agent (the “**Escrow Agreement**”). From the Closing Date through until the Designation Deadline, the Parties shall use good faith efforts to finalize the Cure Amounts with respect to the Pending Assigned Contracts set forth on Schedule 2.3(b)(ii). Within two (2) Business Days following the earlier of (a) the Designation Deadline, or (b) the date upon which the Purchaser and the applicable lessor or contract counterparty stipulate and agree to the aggregate Cure Amount in respect of such Pending Assigned Contract, the Sellers and Purchaser shall deliver a joint written instruction to the Escrow Agent authorizing the Escrow Agent to release from the Holdback Escrow Account the amount therein as follows: (i) fifty percent (50%) of the Excess Cure Amount to Purchaser, and (ii) the remainder to the Sellers.

3.4 Escrow Agent Fees and Expenses. Fifty percent (50%) of the fees and expenses of the Escrow Agent shall be borne by the Purchaser and fifty percent (50%) of such fees and expenses shall be borne by the Sellers.

## ARTICLE IV.

### CLOSING AND TERMINATION

4.1 Closing. Subject to the satisfaction or waiver by the appropriate Party of the conditions set forth in Article IX, the closing of the purchase and sale of the Purchased Assets, the payment of the Purchase Price, the assumption of the Assumed Liabilities and the consummation of the other transactions contemplated by this Agreement (the “**Closing**”) shall occur as soon as practicable following the satisfaction or waiver of all conditions set forth in this Agreement (other than those conditions that by their terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions). The Closing shall take place at such place as the Parties may agree. Unless otherwise agreed by the Parties in writing, the Closing shall be deemed effective and all right, title and interest of each of the Sellers in the Purchased Assets to be acquired by Purchaser hereunder shall be deemed to have passed to Purchaser and the assumption of all of the Assumed Liabilities shall be deemed to have occurred as of 12:01 a.m., Eastern Time on the Closing Date.

4.2 Closing Deliveries by the Sellers. At or prior to the Closing, the Sellers shall deliver to Purchaser:

(a) a Bill of Sale in form and substance satisfactory to Purchaser in its sole and exclusive discretion (the “**Bill of Sale**”) duly executed by each Seller;

(b) FAA bills of sale (the “**FAA Bills of Sale**”) or warranty bills of sale for all Eclipse Aircraft included in the Purchased Assets executed by each applicable Seller and, in each case, filed with the FAA and the International Registry, as applicable;

(c) one or more assignment and assumption agreements in form and substance satisfactory to Purchaser in its sole and exclusive discretion (the “**Assignment and Assumption Agreement**”) duly executed by the Sellers;

(d) one or more assignment and assumption of lease in form and substance satisfactory to Purchaser in its sole and exclusive discretion (a “***Lease Assignment Agreement***”), duly executed by the Sellers;

(e) an Intellectual Property Assignment and Assumption Agreement in form and substance satisfactory to Purchaser in its sole and exclusive discretion (the “***IP Assignment and Assumption Agreement***”), duly executed by the Sellers;

(f) a file-stamped copy of the Sale Order;

(g) copies of all instruments, certificates, documents and other filings (if applicable) necessary to release the Purchased Assets from all Encumbrances, including any applicable UCC termination statements, releases of mortgages, and FAA or International Registry releases or terminations, all in a form reasonably satisfactory to Purchaser;

(h) an officer’s certificate, dated as of the Closing Date, executed by a duly authorized officer of each of the Sellers certifying that the conditions set forth in Section 9.3 have been satisfied;

(i) a copy of the resolutions adopted by the Board of Directors or similar governing body of each Seller evidencing the authorization of the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, certified by an authorized officer of each Seller;

(j) an IRS Form W-9 executed by each Seller;

(k) copies of all certificates of airworthiness for the Eclipse Aircraft included in the Purchased Assets, as applicable;

(l) copies of any statements of account from each subscription, program, and service provider on the Eclipse Aircraft included in the Purchased Assets, including the corresponding engines, propellers or APU, as applicable, of such Eclipse Aircraft owned or leased by any Seller, confirming in each case that the relevant statement of account has been paid in full, with no account deficit, failing which any deficit amounts shall be paid out of the purchase price proceeds owing to the applicable Seller at Closing;

(m) access to all of Sellers’ Transacting User Entity accounts on the International Registry, including any necessary passwords to the extent such access is required and related to the Eclipse Project;

(n) an irrevocable power of attorney (and any necessary authorizing documents), duly executed by each applicable Seller, in form(s) and substance satisfactory to Purchaser, granting Purchaser the power to take any and all appropriate action and to make, execute, endorse, deliver, file and/or record registrations at the FAA or International Registry in connection with the Eclipse Aircraft included in the Purchased Assets and any prior owned Eclipse Aircraft, including any corresponding engines, propellers or APU, by Sellers for which such actions are required to be taken and Sellers are unable to take such actions;

(o) such other bills of sale, deeds, endorsements, assignments and other good and sufficient instruments of conveyance and transfer, in form reasonably satisfactory to Purchaser,

as Purchaser may reasonably request to vest in Purchaser all of the Sellers' right, title and interest of the Sellers in, to or under any or all the Purchased Assets; and

(p) such other documents as Purchaser may reasonably request that are not inconsistent with the terms of this Agreement and customary for a transaction of this nature and necessary to evidence or consummate the transactions contemplated by this Agreement.

4.3 Closing Deliveries by Purchaser. At the Closing, Purchaser shall deliver to (or at the direction of) the Sellers:

- (a) the Assignment and Assumption Agreement duly executed by Purchaser;
- (b) the Lease Assignment Agreement duly executed by Purchaser;
- (c) the Intellectual Property Assignment and Assumption Agreement duly executed by Purchaser;
- (d) an officer's certificate, dated as of the Closing Date, executed by a duly authorized manager of Purchaser certifying that the conditions set forth in Section 9.2(a) and Section 9.2(b) have been satisfied;
- (e) other agreements required by the terms of the Agreement;
- (f) all other certificates, agreements and other documents required by this Agreement to be delivered by Purchaser at or prior to the Closing in connection with the transactions contemplated by this Agreement;
- (g) such other documents as the Sellers may reasonably request that are not inconsistent with the terms of this Agreement and customary for a transaction of this nature and necessary to evidence or consummate the transactions contemplated by this Agreement; and
- (h) for the avoidance of doubt, such funds as necessary to pay the remainder of the Purchase Price due upon Closing (taking into account Section 2.3(b), Section 3.2, Section 3.3 and Section 3.4).

4.4 Termination of Agreement. This Agreement may be terminated only in accordance with this Section 4.4. This Agreement may be terminated at any time prior to the Closing, as follows:

- (a) by the mutual written consent of the Sellers and Purchaser;
- (b) by written notice of either the Sellers or Purchaser to such other Party, if the Closing shall not have been consummated prior to November 27, 2020 (the "***Outside Date***"); provided, however, that the Outside Date may be extended by the mutual written consent of the Sellers and Purchaser, for a period up to fifteen (15) days to the extent that all conditions to Closing set forth in this Agreement are capable of being satisfied as of such time; provided, further, however, that a Party shall not be permitted to terminate this Agreement pursuant to this Section 4.4(a) if such Party is in material breach of this Agreement; provided, further, however, that if the Closing has not occurred by the Outside Date, but on such date all of the conditions set forth in Article 10 have been satisfied or waived (to the extent such conditions may be waived) other than

the condition set forth in Section 9.1(b), then the Outside Date shall automatically be extended until the earlier to occur of the following: (i) the date all of the conditions set forth in Article 10 have been satisfied or waived (to the extent such conditions may be waived), or (ii) December 11, 2020 (and such extended date shall be deemed to be the “Outside Date” for all purposes hereunder) unless two (2) Business Days prior to the end of the earlier to occur of (i) or (ii) hereof, Purchaser provides written notice to the Sellers that it is no longer extending the Outside Date pursuant to this Section 4.4(a);

(c) by written notice from Purchaser to the Sellers, if (i) the Sellers seek to have the Bankruptcy Court enter an Order dismissing, or converting the Bankruptcy Case into a case(s) under chapter 7 of the Bankruptcy Code, or appointing a trustee in the Bankruptcy Case or appointing a responsible officer or an examiner with enlarged powers relating to the operation of the Eclipse Project (beyond those set forth in Section 1106(a)(3) or (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code, or (ii) an order of dismissal, conversion or trustee appointment is entered for any reason and is not reversed or vacated within twenty-one (21) days after entry thereof;

(d) by written notice from Purchaser to the Sellers, if (i) the Sale Hearing has not taken place on or prior to October 30, 2020, (ii) the Bankruptcy Court has not entered the Sale Order on or prior to October 30, 2020, or (iii) the Sale Order shall have been stayed (and such stay results in the Closing not being consummated prior to the Outside Date), vacated, modified or supplemented without Purchaser’s prior written consent;

(e) by written notice from Purchaser to the Sellers, if following its entry, the Sale Order shall fail to be in full force and effect or shall have been stayed (and such stay results in the Closing not being consummated prior to the Outside Date), reversed, modified or amended in any material respect without the prior written consent of Purchaser;

(f) by written notice from Purchaser to the Sellers, if the Sellers publicly announce their intention to pursue an Alternative Transaction;

(g) automatically upon the consummation of an Alternative Transaction;

(h) by written notice from the Sellers to Purchaser, if Purchaser breaches or fails to perform in any respect any of its representations, warranties or covenants contained in this Agreement and such breach or failure to perform: (i) would give rise to the failure of a condition set forth in Article X, (ii) cannot be or has not been cured within ten (10) days following delivery of notice to Purchaser of such breach or failure to perform and (iii) has not been waived by the Sellers;

(i) by written notice from Purchaser to the Sellers, if the Sellers breach or fail to perform in any respect any of their representations, warranties or covenants contained in this Agreement and such breach or failure to perform: (i) would give rise to the failure of a condition set forth in Article X, (ii) cannot be or has not been cured within ten (10) days following delivery of notice to the Sellers of such breach or failure to perform and (iii) has not been waived by Purchaser; or

(j) by Sellers, if the Deposit is not timely paid by Purchaser in accordance with Section 3.2.

Each condition set forth in this Section 4.4 pursuant to which this Agreement may be terminated shall be considered separate and distinct from each other such condition. If more than one of the termination conditions set forth in this Section 4.4 is applicable, the applicable Party shall have the right to choose the termination condition pursuant to which this Agreement is to be terminated. The Parties acknowledge and agree that no notice of termination or extension of the Outside Date provided pursuant to this Section 4.4 shall become effective until two (2) Business Days after the delivery of such notice to the other Parties (unless such Outside Date is less than two (2) Business Days after the delivery of such notice, in which case such notice shall become effective upon the Outside Date), and only if such notice shall not have been withdrawn during such two (2) Business Day (or shorter) period.

4.5 Procedures Upon Termination. In the event of termination and abandonment by Purchaser or the Sellers, or both such Parties, pursuant to Section 4.4 hereof, written notice thereof shall forthwith be given to the other Party or Parties, and this Agreement shall terminate, and the purchase of the Purchased Assets and the assumption of the Assumed Liabilities hereunder shall be abandoned, without further action by Purchaser or the Sellers. If this Agreement is terminated as provided herein, each Party shall return all documents, work papers and other material of any other Party relating to the transactions contemplated hereby, whether so obtained before or after the execution hereof, to the Party furnishing the same. If this Agreement is terminated pursuant to Section 4.4(f), the Parties shall have no further obligations to one another except for any obligations that, by their terms, survive the termination of this Agreement, as described in Section 4.6.

4.6 Effect of Termination. In the event of termination of this Agreement pursuant to Section 4.4, this Agreement shall forthwith become null and void and there shall be no Liability on the part of any Party or any of its partners, officers, directors or shareholders; provided, however, that this Section 4.6, Section 3.2 (Deposit) and Article XI (Miscellaneous), shall survive any such termination. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by Law. Each Party acknowledges that the agreements contained in this Section 4.6 and in Section 4.5 are an integral part of the transactions contemplated by this Agreement, that without these agreements such Party would not have entered into this Agreement, and that any amounts payable pursuant to this Section 4.6 and Section 4.5 do not constitute a penalty.

## **ARTICLE V.**

### **REPRESENTATIONS AND WARRANTIES OF THE SELLERS**

Subject to the exceptions noted in the schedules delivered by the Sellers concurrently herewith (any matters listed or referenced on one schedule will be deemed to be listed or referenced on any other schedule, regardless of the absence of a cross reference, if the applicability of such matter is reasonably apparent), and with the Sellers having the right (but not the obligation) to supplement or amend the schedules hereto, prior to the Closing Date, with respect to any change, event, occurrence, state of facts, development or effect so long that, individually or in the aggregate, such supplements or amendments are not likely to result in a Material Adverse Effect on the assets, Liabilities, business, properties, or financial condition of the Sellers, taken as a whole, the Sellers represent and warrant to Purchaser as follows as of the date hereof and as of the Closing Date:

5.1 Organization and Qualification. Each Seller is duly incorporated or organized under the Laws of the jurisdiction of its formation. Each Seller has previously delivered to Purchaser complete and correct copies of its Organizational Documents, as amended and in effect on the Agreement Date.

5.2 Authorization of Agreement. Subject to the entry of the Sale Order, the Sellers have or will have at Closing all requisite power and authority to execute and deliver this Agreement and each of the Ancillary Documents to which it is a party, to perform their obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and each of the Ancillary Documents to which they are a party, the performance by the Sellers of their obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby have been or will be at the Closing duly and validly authorized by all necessary action on the part of the Sellers. This Agreement has been, and at or prior to the Closing, each of the Ancillary Documents to which they are a party will be, duly and validly executed and delivered by the Sellers and (assuming the due authorization, execution and delivery by the other Parties, and the entry of the Sale Order) this Agreement constitutes, and each Ancillary Document to which they are a party when so executed and delivered (assuming the due authorization, execution and delivery by the other parties thereto) will constitute, legal, valid and binding obligations of the Sellers, enforceable against the Sellers in accordance with its terms. Subject to entry of the Sale Order, except (a) for entry of the Sale Order, (b) for notices, filings and consents required in connection with the Bankruptcy Case and (c) for the notices, filings and consents set forth on Schedule 5.2, no Seller is required to give any notice to, make any registration, declaration or filing with or obtain any consent, waiver or approval from, any Person (including any Governmental Body) in connection with the execution and delivery of this Agreement and each of the Ancillary Documents or the consummation or performance of any of the transactions contemplated hereby and thereby, other than such notices, registrations, declarations, filings, consents, waivers, or approvals, the failure of which to make or obtain would not have a Material Adverse Effect.

5.3 Conflicts; Consents; Compliance with Law.

(a) Except as set forth on Schedule 5.3(a), the execution, delivery and performance by the Sellers of this Agreement or any Ancillary Document to which they are a party, the compliance by the Sellers with any of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby and the taking by the Sellers of any other action contemplated hereby or thereby, do not and will not at the Closing contravene, violate or conflict with any term or provision of its respective Organizational Documents.

(b) Except (i) for the entry of the Sale Order, and (ii) as set forth on Schedule 5.3(b), no filing with, notice to or consent from any Person is required in connection with the execution, delivery and performance by the Sellers of this Agreement or the Ancillary Documents to which they are a party, the compliance by the Sellers with any of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby, or the taking by the Sellers of any other action contemplated hereby or thereby, other than such filings, notices or consents, the failure of which to make or obtain would not have a Material Adverse Effect.

(c) Each Seller is in compliance in all material respects with all applicable Laws. Except as set forth on Schedule 5.3(c), neither any Seller nor any Subsidiary has received any outstanding written notice from any Governmental Body regarding any actual or possible



material violation of, or failure to comply in any material respect with, any Law. The Sellers are not in default in any material respect of any order, writ, injunction, judgment or decree applicable to the Purchased Assets.

(d) Each Seller is in compliance in all material respects with all applicable laws and regulations of applicable Governmental Bodies, including the Department of Transportation and the FAA and each other civil aviation authority and respective jurisdiction that has oversight with respect to any of the Purchased Assets, including, without limitation, all valid and enforceable (i) Type Certificate(s), (ii) Production Certificate(s), (iii) Production Under Type Certificate(s), (iv) Parts Certificate(s), (v) Part 145 repair station certificates, and (vi) Supplemental Type Certificate(s) relating to the Eclipse Aircraft (collectively the “*Aircraft Certificates*”), as set forth on Schedule 5.3(d).

5.4 Brokers and Finders. Except as set forth on Schedule 5.4, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for the Sellers in connection with the transactions contemplated by this Agreement and Purchaser is not or will not become obligated to pay any fee or commission or like payment to any broker, finder or financial advisor as a result of the consummation of the transactions contemplated by this Agreement based upon any arrangement made by or on behalf of the Sellers.

5.5 Title to Purchased Assets. Except for Permitted Encumbrances, the Sellers have good title to the Purchased Assets and, at the Closing, Purchaser, pursuant to this Agreement and the Sale Order, shall acquire good and marketable title in, and under all of such Purchased Assets, in each case free and clear of all Encumbrances (other than Permitted Encumbrances) and other claims and interests to the fullest extent permissible under Section 363(f) of the Bankruptcy Code. For the sake of clarity, the right to use any assets included in the Purchased Assets in which the Sellers have leasehold or non-ownership rights to use shall be assigned to Purchaser only through the assumption and assignment of the Assigned Contracts in accordance with and subject to this Agreement.

5.6 Intellectual Property. Schedule 5.6 sets forth an accurate and complete list of all material Purchased Intellectual Property. The Sellers own all right, title and interest to the Purchased Intellectual Property, such rights, title and interest are valid and enforceable, and the Sellers can convey the Purchased Intellectual Property free and clear of liens and other claims and interests pursuant to the Sale Order. To the Knowledge of the Sellers, (i) no Person is engaging in any activity that infringes any Purchased Intellectual Property and (ii) no claim has been asserted to the Sellers that the use of any Purchased Intellectual Property or the operation of the Eclipse Project infringes or violates the Intellectual Property of any third party. The representations set forth in this Section 5.6 are the only representations given by the Sellers with respect to matters related to Intellectual Property and no other representations given by the Sellers relate to Intellectual Property.

5.7 Litigation. Except as set forth on Schedule 5.7 and other than in connection with the Bankruptcy Case, there is no Action, in progress or pending against or relating to the Sellers or any Order which, in any case, would adversely affect the ability of the Sellers to enter into this Agreement or to consummate the transactions contemplated hereby.

5.8 Permits. To the Sellers’ Knowledge, each Seller is in compliance with the material terms of all material Permits used by the Sellers with respect to the Purchased Assets, all such

Permits are valid and in full force and effect, and no proceeding is pending or threatened, the object of which is to revoke, limit or otherwise affect any such Permit.

#### 5.9 Tax Returns: Taxes.

(a) Except as set forth on Schedule 5.9(a), all Tax Returns required to have been filed by the Sellers have been duly and timely filed and are true, correct and complete in all material respects, and no material fact has been omitted therefrom. Except as set forth on Schedule 5.9(a), no Seller is currently the beneficiary of any extension of time within which to file any Tax Return. True, correct and complete copies of such Tax Returns have been delivered to Purchaser (or its representatives) prior to the Agreement Date.

(b) Except as set forth on Schedule 5.9(b) or except as precluded by the Bankruptcy Code, all Taxes due and payable by the Sellers have been paid in full. All Taxes of the Sellers attributable to Tax periods (or portions thereof) commencing after the date hereof have arisen in the ordinary course of business.

(c) The Sellers have not waived any statute of limitations affecting any Liability for Taxes or agreed to any extension of time during which a Tax assessment or deficiency assessment may be made or extending the time within which to file any Tax Return.

(d) No amount of income (or deduction) will be required to be included in (or excluded from) taxable income by any Person for any Post-Closing Tax Period with respect to the Purchased Assets or the Eclipse Project as a result of any prepaid amount received during a Pre-Closing Tax Period, or for any other reason.

(e) No material Tax Proceeding is being asserted in writing with respect to the Sellers, nor to the Knowledge of the Sellers has any claim with respect to Taxes been threatened or asserted. Except as set forth on Schedule 5.9(e), all deficiencies for Taxes asserted or assessed against the Sellers have been fully and timely paid or settled.

(f) No Seller is a party to any Tax sharing, indemnity or similar agreement (written or otherwise), and the Sellers have no Liability for the Taxes of any other Person as a transferee or successor, or by Contract or otherwise. To the Sellers' Knowledge, no Seller has received any Tax Refund to which it is not entitled, either pursuant to applicable Law or any Contract.

(g) Except as set forth on Schedule 5.9(g), there are no Encumbrances or other liens with respect to Taxes on the Purchased Assets.

(h) Except as set forth on Schedule 5.9(h), each Seller has properly and timely imposed, collected and paid all sales, use and similar Taxes as required by Law with respect to the sale, rental or lease of any product or service in connection with the Purchased Assets and the Eclipse Project.

(i) No transaction contemplated by this Agreement is subject to withholding under any Law (including Section 1445 of the Code), and the Purchaser's acquisition of the Purchased Assets will not otherwise result in any Tax liability to the Purchaser (or any direct or indirect owner thereof).

(j) No Seller has ever been subject to Tax in a jurisdiction in which it does not currently file Tax Returns or pay Taxes, and no claim has been made by any Governmental Body in a jurisdiction where such Seller does not file Tax Returns that it is or may be subject to Tax by that jurisdiction. The Sellers have no permanent establishment in any country other than the United States.

For purposes of this Section 5.9, any reference to a Seller shall be deemed to include any Person that merged, or was merged, with or was liquidated into such Seller. The representations set forth in this Section 5.9 are the only representations given by the Sellers with respect to matters related to Taxes and no other representations given by the Sellers relate to Taxes.

#### 5.10 Eclipse Aircraft Matters.

(a) Except as set forth on Schedule 5.10(a), Sellers have the full power, right and authority to sell and convey the Eclipse Aircraft to Purchaser.

(b) Except as set forth on Schedule 5.10(b), at the time of the Closing, Sellers shall convey to Purchaser good and marketable title to the Eclipse Aircraft, free and clear of all Encumbrances except Permitted Encumbrances.

(c) Neither Sellers nor any of their employees (or any assignee) are listed by the United States Department of Treasury on the Specifically Designated Nationals and Blocked Persons List or by the United States Department of Commerce on the Denied Persons List. There exists no prohibition on the transactions contemplated by this Agreement related to the identity, citizenship, location or business of Sellers or to the purpose for which the Eclipse Aircraft were previously used.

#### 5.11 Aircraft Certificates.

(a) Schedule 5.3(d) lists, as of the Closing Date, all Aircraft Certificates and their applicable expiration dates.

(b) As of the Closing Date, Sellers are in compliance with the terms of, and there exists no default under or breach of, the Aircraft Certificates it holds. No Seller, to any Seller's knowledge, has been issued any citations, written notices, or orders of non-compliance under any Aircraft Certificate that are still pending or otherwise unresolved, and no Governmental Body or holder of Intellectual Property related to such Aircraft Certificate has given written notice to any Seller of, or otherwise indicated in writing, any violation of, or failure to comply with, any Aircraft Certificate. To the extent applicable to the Aircraft Certificates, no Seller has received any written notice that an Aircraft Certificate will not be renewed in the ordinary course and no Governmental Body has taken, or, to any Seller's knowledge, threatened to take, any action to terminate, cancel, fail to renew or reform any Aircraft Certificate.

5.12 Environmental Matters. Except for facts, circumstances or conditions that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (a) with respect to the Purchased Assets, there is no Order by any Governmental Body nor has Seller received any verbal or written notice, complaint or inquiry from a Governmental Body respecting Environmental Laws, (b) there is no investigation, action or proceeding pending, or, to the Knowledge of the Sellers, threatened that could reasonably be expected to result in any Seller(s)

or Purchaser incurring any Environmental Liabilities or Obligations, (c) the Sellers are not aware of and have not caused or allowed the Release of Hazardous Materials at, on or under the Closing Assumed Leased Real Property, and (d) to the Sellers' Knowledge, the Sellers have obtained and have complied with all Permits, and all Permits remain effective which are required under or pursuant to Environmental Laws for the operation of the Purchased Assets. The Sellers have delivered or made available to Purchaser copies of all Permits, Permit applications, reports, assessments or tests with respect to compliance of the Purchased Assets with any Environmental Laws or the presence of Hazardous Material which are in the Sellers' possession, custody or control, including the following records: (i) reports concerning the removal of underground storage tanks from the Closing Assumed Leased Real Property and Remedial Actions; (ii) correspondence from Governmental Bodies informing the Sellers that no further action is required to address Releases which have been the subject of Remedial Action conducted by or on behalf of the Sellers; (iii) the most recent final Phase I Environmental Site Assessment reports for any Closing Assumed Leased Real Property; (iv) Permits, Permit applications, and Permit disapprovals; and (v) inventories of asbestos and asbestos-containing materials, if any, for the Purchased Assets. The representations set forth in this Section 5.12 are the only representations given by the Sellers with respect to matters related to Environmental Laws and Environmental Liabilities or Obligations and no other representations given by the Sellers relate to Environmental Laws and Environmental Liabilities or Obligations.

5.13 No Other Representations or Warranties. The representations and warranties set forth in this Agreement constitute the sole and exclusive representations and warranties of the Sellers to Purchaser in connection with the transactions contemplated by this Agreement and by the Ancillary Documents. Except as expressly set forth in this Agreement, no Seller or its Representatives, nor any other Person, make any representation or warranty, expressed or implied, under contract, at Law, or in equity, with respect to any of the Purchased Assets or the Assumed Liabilities, including representations or warranties with respect to merchantability or fitness for any particular purpose, suitability, usage, workmanship, quality, physical condition, or value, and any and all such other representations and warranties are hereby expressly disclaimed. Without limiting the generality of the foregoing, no Seller or its Representatives, nor any other Persons make any representations or warranties with respect to (a) any projections, estimates, or budgets delivered to or made available to Purchaser of future financial reserves, future revenues, future results of operations (or any component thereof), future cash flows, future financial condition (or any component thereof) of the Sellers, or the future business and operations of the Sellers or (b) any other information or documents made available to Purchaser or its counsel, accountants, or advisors with respect to the Sellers or the Eclipse Project, including in any data room. Except for the representations and warranties of the Sellers specifically set forth in this Agreement, all of the Purchased Assets and the Assumed Liabilities are being acquired or assumed "as is, where is" on the Closing Date and in their present condition, with all faults, and Purchaser shall rely on its own examination and investigation thereof in making its acquisition investment decision. Except as otherwise set forth herein, there shall be no Purchase Price adjustments of any type or manner, including any quality assessment of the Purchased Assets or Assumed Liabilities being conveyed.

## ARTICLE VI.

### REPRESENTATIONS AND WARRANTIES OF PURCHASER

Subject to the exceptions noted in the schedules delivered by Purchaser concurrently herewith, Purchaser represents and warrants to the Sellers as follows as of the date hereof and as of the Closing Date:

6.1 Organization and Qualification. Purchaser is duly formed, validly existing and in good standing under the Laws of its jurisdiction of formation. Purchaser has all requisite power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Purchaser's ability to consummate the transactions contemplated hereby.

6.2 Authority. Purchaser has the requisite power and authority to execute and deliver this Agreement and each of the Ancillary Documents to which it is a party, to perform its obligations hereunder and thereunder, to consummate the transactions contemplated hereby and thereby and to assume and perform the Assumed Liabilities. The execution and delivery of this Agreement by Purchaser and each of the Ancillary Documents to which it is a party, the performance by Purchaser of its obligations hereunder and thereunder, the consummation of the transactions contemplated hereby and thereby and the assumption and performance of the Assumed Liabilities have been duly and validly authorized by all necessary actions on the part of Purchaser. This Agreement has been, and at or prior to the Closing, each of the Ancillary Documents to which it is a party will be, duly and validly executed and delivered by Purchaser. Assuming the due authorization, execution and delivery of this Agreement and the Ancillary Documents by the Sellers and subject to the effectiveness of the Sale Order, this Agreement constitutes, and each Ancillary Document to which Purchaser is a party when so executed and delivered will constitute, legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with its terms.

6.3 No Inconsistent Obligations. Neither the execution and delivery of this Agreement or any other documents contemplated hereby, nor the consummation of the transactions contemplated herein or therein in accordance with the Sale Order, will, to Purchaser's knowledge, result in a violation or breach of, or constitute a default under, (a) the certificate of incorporation, as amended, the bylaws, or other organizational instruments of Purchaser, (b) any applicable ruling or order of any Governmental Body, (c) any term or provision of any contract or agreement, (d) any writ, order, judgment, decree, Law, rule, regulation or ordinance, and (e) any other commitment or restriction to which Purchaser is a party, nor will such actions result in the creation of a lien.

6.4 Conflicts: Consents.

(a) The execution, delivery and performance by Purchaser of this Agreement or any Ancillary Document to which it is a party, the compliance by Purchaser with any of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby and the taking by Purchaser of any other action contemplated hereby or thereby, do not and will not contravene, violate or conflict with any term or provision of its Organizational Documents.

(b) Except as set forth on Schedule 6.4(b), no consent, waiver, approval, order or authorization of, or registration, qualification, designation or filing with any Person or Governmental Body is required in connection with the execution, delivery and performance by Purchaser of this Agreement or the Ancillary Documents to which it is a party, the compliance by Purchaser with any of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby, the assumption and performance of the Assumed Liabilities or the taking by Purchaser of any other action contemplated hereby or thereby, other than such filings, notices or consents, the failure of which to make or obtain would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Purchaser's ability to perform its obligations under this Agreement and the Ancillary Documents to which it is a party, to assume and perform the Assumed Liabilities or to consummate on a timely basis the transactions contemplated hereby or thereby.

6.5 Brokers. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for Purchaser in connection with the transactions contemplated by this Agreement and the Sellers are not or will not become obligated to pay any fee or commission or like payment to any broker, finder or financial advisor as a result of the consummation of the transactions contemplated by this Agreement based upon any arrangement made by or on behalf of Purchaser.

6.6 Adequate Assurances Regarding Assigned Contracts. As of the Closing, Purchaser will be capable of satisfying the conditions contained in Sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assigned Contracts.

6.7 No Litigation. To Purchaser's knowledge, there are no material actions, suits, claims, investigations, hearings, or proceedings of any type pending (or, to the knowledge of Purchaser, threatened) instituted against Purchaser challenging the legality of the transactions contemplated in this Agreement (other than with respect to any objection which may be filed in connection with the Bankruptcy Case).

6.8 Sufficient Funds. The Purchaser will have sufficient funds, including its committed financing, available to pay the Purchase Price, its obligations hereunder, and any expenses incurred by the Purchaser in connection with the transactions contemplated by this Agreement.

## **ARTICLE VII. BANKRUPTCY COURT MATTERS**

7.1 Sale Order. The Sale Order shall be entered by the Bankruptcy Court. The Sale Order shall, among other things, (i) approve, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, (A) the execution, delivery and performance by the Sellers of this Agreement, (B) the sale of the Purchased Assets to Purchaser on the terms set forth herein and free and clear of all Claims, Liabilities and Encumbrances (other than Liabilities and Encumbrances included in the Assumed Liabilities and Permitted Encumbrances), and (C) the performance by Sellers of their obligations under this Agreement; and (ii) find that Purchaser is a "good faith" Purchaser within the meaning of Section 363(m) of the Bankruptcy Code, not a successor to any Seller and grant Purchaser the protections of Section 363(m) of the Bankruptcy Code. Purchaser agrees that it will promptly take such actions requested by the Sellers to assist in obtaining Bankruptcy Court approval of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of (a) demonstrating that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code, and (b) establishing

adequate assurance of future performance within the meaning of Section 365 of the Bankruptcy Code.

7.2 Bankruptcy Filings. From and after the Agreement Date and until the Closing Date, the Sellers shall use their reasonable efforts to deliver to Purchaser drafts of any and all material pleadings, motions, notices, statements, schedules, applications, reports and other papers to be filed or submitted in connection with this Agreement for Purchaser's prior review and comment, and such filings shall be reasonably acceptable to Purchaser to the extent they relate to the Purchased Assets, any Assumed Liabilities or any of Purchaser's obligations hereunder. The Sellers shall comply with all notice requirements (i) of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure, or (ii) imposed by the Sale Order, in each case, in connection with any pleading, notice or motion to be filed in connection herewith.

7.3 Sale Free and Clear. The Sellers acknowledge and agree, and the Sale Order shall provide that, on the Closing Date and concurrently with the Closing, all then existing or thereafter arising obligations, Liabilities and Encumbrances (other than Permitted Encumbrances and Assumed Liabilities) of, against or created by the Sellers or their bankruptcy estates shall be fully released from and with respect to the Purchased Assets. On the Closing Date, the Purchased Assets shall be transferred to Purchaser free and clear of all obligations, Liabilities and Encumbrances, other than Permitted Encumbrances and the Assumed Liabilities.

## **ARTICLE VIII. COVENANTS AND AGREEMENTS**

8.1 Conduct of the Sellers. During the Pre-Closing Period, the Sellers shall use commercially reasonable efforts, except as otherwise required, authorized or restricted pursuant to the Bankruptcy Code or an Order of the Bankruptcy Court or this Agreement, to (A) maintain the Purchased Assets (normal wear and tear excepted), and (B) continue to operate the Purchased Assets in all material respects in compliance with all Laws applicable to the Sellers, it being understood by the Purchaser that the Sellers' employees currently are furloughed. Without limiting the generality of the foregoing, and except (i) as otherwise expressly provided in, permitted by or contemplated by this Agreement, or (ii) required, authorized or restricted pursuant to the Bankruptcy Code or an Order of the Bankruptcy Court, on or prior to the Closing Date, the Sellers may not, without the prior written consent of Purchaser, which consent may be withheld, denied, delayed or conditioned in Purchaser's sole and exclusive discretion, take any of the following actions with respect to the Eclipse Project or the Purchased Assets:

- (a) sell, lease or otherwise dispose of mortgage, hypothecate or otherwise encumber any Purchased Asset;
- (b) amend, terminate or renew any Assigned Contract;
- (c) remove or permit to be removed from any building, facility, or real property any asset or any Inventory;
- (d) fail to use commercially reasonable efforts to maintain the validity of the Sellers' rights in, to or under any Purchased Intellectual Property;

(e) fail to use commercially reasonable efforts to maintain all material Permits of the Sellers used in the operation of the Eclipse Project or the Purchased Assets; and

(f) agree, whether in writing or otherwise, to do any of the foregoing.

8.2 Access to Information. The Sellers agree that, between the Agreement Date and the earlier of the Closing Date and the date on which this Agreement is terminated in accordance with Section 4.4, Purchaser shall be entitled, through its Representatives, to have such reasonable access to and make such reasonable investigation and examination of the books and records, properties, businesses, assets, employees, accountants, auditors, counsel and operations of the Sellers as Purchaser's Representatives may reasonably request. Any such investigations and examinations shall be conducted during regular business hours upon reasonable advance notice and under reasonable circumstances. The Sellers shall use commercially reasonable efforts to cause their Representatives to reasonably cooperate with Purchaser and Purchaser's Representatives in connection with such investigations and examinations, and Purchaser shall, and use its commercially reasonable efforts to cause its Representatives to, reasonably cooperate with the Sellers and their Representatives, and shall use its commercially reasonable efforts to minimize any disruption to the Eclipse Project.

8.3 Reasonable Efforts; Cooperation.

(a) Subject to the other provisions hereof, each Party shall use its commercially reasonable efforts to perform its obligations hereunder and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper or advisable under applicable Law to cause the transactions contemplated herein to be effected as soon as practicable, but in any event on or prior to the Outside Date, in accordance with the terms hereof and shall cooperate in a commercially reasonable manner with each other Party and its Representatives in connection with any step required to be taken as a part of its obligations hereunder.

(b) In the event that any of the Parties to this Agreement discovers a Contract related to the Eclipse Project, the Purchased Assets or the Assumed Liabilities during the period from and after the Agreement Date, and such Contract (i) was unknown as of the Agreement Date, (ii) is a Contract that Purchaser wishes to assume the rights and obligations of and (iii) such Contract would not be deemed an excluded Contract by Seller, Purchaser and the Sellers shall execute, acknowledge and deliver such other instruments and take such further actions as are reasonably practicable for Purchaser to assume the rights and obligations under such Contract.

(c) The obligations of the Sellers pursuant to this Section 8.3 shall be subject to any orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code (including in connection with the Bankruptcy Case), and the Sellers' obligations as a debtor-in-possession to comply with any order of the Bankruptcy Court (including the Sale Order) and the Sellers' duty to seek and obtain the highest or otherwise best price for the Eclipse Project as required by the Bankruptcy Code.

8.4 Further Assurances. Each Party shall execute and cause to be delivered to each other Party such instruments and other documents, and shall take such other actions, as such other Party may reasonably request (prior to, at or after the Closing) for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement. After the Closing, the Sellers shall promptly transfer or deliver to Purchaser cash, checks (which shall be properly endorsed) or



other property that the Sellers may receive in respect of any deposit, prepaid expense, receivable or other item that constitutes part of the Purchased Assets or relates to the Assumed Liabilities.

8.5 Confidentiality. Purchaser acknowledges that the confidential information provided to it in connection with this Agreement, including under Section 8.2, and the consummation of the transactions contemplated hereby, is subject to the Purchaser's covenant and agreement to maintain the confidentiality thereof.

8.6 Publicity. Neither the Sellers nor Purchaser shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other party hereto, which approval will not be unreasonably withheld or delayed, unless, in the sole judgment of Purchaser or the Sellers, disclosure is otherwise required by applicable Law or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement.

8.7 Casualty Loss. Notwithstanding any provision of this Agreement to the contrary, if, before the Closing, all or any material portion of the Purchased Assets is (a) condemned or taken by eminent domain, or (b) is damaged or destroyed by fire, flood or other casualty, the Sellers shall notify Purchaser promptly in writing of such fact, (i) in the case of condemnation or taking, the Sellers shall assign or pay, as the case may be, any proceeds thereof to Purchaser at the Closing, and (ii) in the case of fire, flood or other casualty, the Sellers shall assign the insurance proceeds therefrom to Purchaser at Closing. Notwithstanding the foregoing, the provisions of this Section 8.7 shall not in any way modify Purchaser's other rights under this Agreement, including any applicable right to terminate the Agreement if any condemnation, taking, damage or other destruction resulted in a Material Adverse Effect.

8.8 No Successor Liability. The Parties intend that, except where expressly prohibited under applicable Law, upon the Closing, Purchaser shall not be deemed to: (i) be the successor of the Sellers, (ii) have, de facto, or otherwise, merged with or into the Sellers, (iii) be a mere continuation or substantial continuation of the Sellers or the enterprise(s) of the Sellers, or (iv) be liable for any acts or omissions of the Sellers in the conduct of the Eclipse Project or arising under or related to the Purchased Assets other than as set forth in this Agreement. Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement, the Parties intend that Purchaser shall not be liable for any Encumbrance (other than Assumed Liabilities and Permitted Encumbrances) against the Sellers or any of the Sellers' predecessors or Affiliates, and 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 Eclipse Project, the Purchased Assets or any Liabilities of Seller arising prior to the Closing Date. The Parties agree that the provisions substantially in the form of this Section 8.8 shall be reflected in the Sale Order.

8.9 Change of Name. Promptly following the Closing, the Sellers shall, and shall cause their direct and indirect Subsidiaries to, discontinue the use of its current name (and any other trade names or "d/b/a" names currently utilized by the Sellers or its direct or indirect Subsidiaries) and shall not subsequently change its name to or otherwise use or employ any name which includes the words "Eclipse," "Eclipse Aviation," or any derivation thereof, without the prior written consent of Purchaser, and the Sellers shall cause the names of the Sellers in the caption of the Bankruptcy Case to be changed to the new name of the Sellers.

8.10 Certifications. Prior to the Closing Date, to extent applicable or reasonably necessary, the Sellers shall cooperate with and provide reasonable assistance to the Purchaser in connection with the Purchaser's negotiation with (i) all EASA authorities, employees, officials and personnel to obtain the issuance to Purchaser of a new EASA certificate, of the same quality and type, and as applicable to each Seller, as the Sellers' Eclipse EASA Certificate (the "***New EASA Certificate***") and (ii) all FAA authorities, employees, officials and personnel to obtain the issuance to Purchaser of a new (w) FAA Repair Station Certificate(s) (the "***New FAA Repair Station Certificate(s)***"), (x) FAA Production Certificate (the "***New FAA Production Certificate***"), (y) FAA Type Certificate (the "***New FAA Type Certificate***"), and (z) FAA Parts Certificate (the "***New FAA Parts Certificate***") and collectively with the New EASA Certificate, New FAA Repair Station Certificate(s), New FAA Production Certificate, and New FAA Type Certificate, the "***New Certificates***"), in each case of the same quality and type, and as applicable to each Seller, as the Eclipse Production Certificate, Eclipse Type Certificate and Eclipse Parts Certificate. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, it is expressly understood and agreed by the Sellers and Purchaser that Purchaser shall bear all risk that the New Certificates are not obtained by Purchaser.

## ARTICLE IX.

### CONDITIONS TO CLOSING

9.1 Conditions Precedent to the Obligations of Purchaser and Sellers. The respective obligations of each Party to this Agreement to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or to the extent permitted by Law, written waiver by each of the Sellers and Purchaser) on or prior to the Closing Date, of each of the following conditions:

(a) there shall not be in effect any order, writ, injunction, judgment or decree entered by a Governmental Body of competent jurisdiction, or any Law preventing, enjoining, restraining, making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or the Ancillary Documents; and

(b) the Bankruptcy Court shall have entered the Sale Order (as provided in Article VII) in form and substance reasonably satisfactory to the Sellers and Purchaser, which orders shall not have been reversed, modified, amended or stayed.

9.2 Conditions Precedent to the Obligations of the Sellers. The obligations of the Sellers to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions, any of which may be waived in writing by the Sellers in their sole discretion:

(a) the representations and warranties made by Purchaser in this Agreement shall be true and correct in all material respects (without giving effect to any materiality or similar qualification contained therein), in each case as of the Agreement Date and as of the Closing Date, with the same force and effect as though all such representations and warranties had been made as of the Closing Date (other than representations and warranties that by their terms address matters only as of another specified date, which shall be so true and correct only as of such other specified date), except where the failure of such representations or warranties to be so true and correct has

not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Purchaser's ability to consummate the transactions contemplated hereby;

(b) Purchaser shall have performed and complied in all material respects with all obligations and agreements required by this Agreement to be performed or complied with by Purchaser on or prior to the Closing Date; and

(c) Purchaser shall have delivered, or caused to be delivered, to Seller all of the items set forth in Section 4.3.

9.3 Conditions Precedent to the Obligations of Purchaser. The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions, any of which may be waived in writing by Purchaser in its sole discretion:

(a) The Sellers shall have delivered to Purchaser (i) a file-stamped copy of the Sale Order (which shall contain the terms described in Section 7.1) and (ii) copies of all affidavits of service of the Sale Motion or notice of such motion filed by or on behalf of Seller;

(b) the representations and warranties made by each Seller in this Agreement shall be true and correct in all material respects (provided, that any such representation or warranty that is subject to any materiality, Material Adverse Effect or similar qualification shall be true and correct in all respects after giving effect to any such qualification), in each case as of the Agreement Date and as of the Closing Date, with the same force and effect as though all such representations and warranties had been made as of the Closing Date (other than representations and warranties that by their terms address matters only as of another specified date, which shall be so true and correct only as of such other specified date), except where the failure of such representations and warranties to be true and correct as of the applicable date would not have a Material Adverse Effect;

(c) The Sellers shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by them on or prior to the Closing Date; and

(d) The Sellers shall have delivered, or caused to be delivered, to Purchaser, all of the items set forth in Section 4.2.

## ARTICLE X.

### TAXES

10.1 Certain Taxes. Any sales, use, purchase, transfer, franchise, deed, fixed asset, stamp, documentary stamp, use or other Taxes and recording charges which may be payable by reason of the sale of the Purchased Assets or the assumption of the Assumed Liabilities under this Agreement or the transactions contemplated hereby, and that are not exempt under Section 1146(a) of the Bankruptcy Code, shall be borne and timely paid by the Sellers. The Sellers shall, at their own expense, timely file any Tax Return or other document required to be filed with respect to such Taxes, and Purchaser shall join in the execution of any such Tax Return if required by Law.

## 10.2 Allocation of Purchase Price.

(a) As soon as reasonably practicable after the Closing Date, the Purchaser shall determine the allocation of (i) the Purchase Price, plus (ii) the Assumed Liabilities, plus (iii) all other items required to be treated as consideration for federal income Tax purposes, among the Purchased Assets and the agreements provided for herein, for all purposes (including financial, accounting and Tax) (the “*Allocation*”). The Purchaser and the Sellers shall each report the federal, state and local income and other Tax consequences of the transactions contemplated hereby in a manner consistent with the Allocation, including, if applicable, the preparation and filing of Forms 8594 under Section 1060 of the Code (or any successor form or successor provision of any future Tax Law) with their respective federal income Tax Returns for the taxable year which includes the Closing Date, and neither will take any position inconsistent with the Allocation unless otherwise required under applicable Law. The Sellers shall provide the Purchaser and the Purchaser shall provide the Sellers with a copy of any information required to be furnished to the Secretary of the Treasury under Code Section 1060.

(b) Notwithstanding the allocation of the Purchase Price in Section 11.2(a), nothing in the foregoing shall be determinative of values ascribed to the Purchased Assets or the allocation of the value of the Purchased Assets in any chapter 11 plan of reorganization or liquidation that may be proposed. The Sellers reserve the right on their own behalf and on behalf of the Sellers’ estates, to the extent not prohibited by applicable law and accounting rules, for purposes of any chapter 11 plan of reorganization or liquidation, to ascribe values to the Purchased Assets and to allocate the value of the Purchased Assets to the Sellers in the event of, or in order to resolve, creditor disputes in the Bankruptcy Case.

10.3 Cooperation on Tax Matters. The Purchaser and the Sellers agree to provide each other with such information and assistance as is reasonably necessary, including access to records, Tax Returns and personnel, for the preparation of any Tax Returns or for the defense of any Tax claim or assessment, whether in connection with a Tax Proceeding or otherwise.

10.4 Tax Refunds. The Sellers agree to cooperate with the Purchaser in all respects, and take or cause to be taken any steps necessary, in order to apply for and obtain any Tax Refunds with respect to the Sellers for any taxable year, provided, that the Purchaser pays all reasonable expenses incurred in connection therewith.

## ARTICLE XI.

### MISCELLANEOUS

11.1 Payment of Expenses. The Purchaser shall bear its own expenses incurred or to be incurred in connection with the negotiation and execution of this Agreement and the Ancillary Documents and the consummation of the transactions contemplated hereby and thereby, regardless of whether or not such contemplated transactions are consummated.

11.2 Survival of Representations and Warranties; Survival of Confidentiality. The Parties agree that the representations and warranties contained in this Agreement shall expire upon the Closing Date. The Parties agree that the covenants contained in this Agreement to be performed at or after the Closing shall survive in accordance with the terms of the particular covenant or until fully performed.

11.3 Entire Agreement; Amendments; Waivers. This Agreement, together with the Ancillary Documents, represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement may be amended, supplemented or changed, and any provision hereof may be waived, only by written instrument making specific reference to this Agreement signed by each Party; provided, that the Schedules hereto may be amended in accordance with Section 2.6. No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, condition, covenant or agreement contained herein. 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 hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by applicable Law.

11.4 Execution of Agreement; Counterparts; Electronic Signatures.

(a) This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

(b) The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“*.pdf*”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

11.5 Governing Law. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL BANKRUPTCY LAW, TO THE EXTENT APPLICABLE, AND WHERE STATE LAW IS IMPLICATED, THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES THEREOF (EXCEPT FOR ANY LAWS OF THAT STATE WHICH WOULD RENDER SUCH CHOICE OF LAWS INEFFECTIVE), INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.

11.6 Jurisdiction, Waiver of Jury Trial.

(a) THE BANKRUPTCY COURT WILL HAVE JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN OR AMONG THE PARTIES, WHETHER AT LAW OR IN EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED HEREBY; PROVIDED, HOWEVER, THAT IF THE BANKRUPTCY COURT IS UNWILLING OR UNABLE TO HEAR ANY SUCH DISPUTE, THE COURTS OF THE STATE OF NEW YORK AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN NEW YORK COUNTY, NEW YORK WILL HAVE SOLE

JURISDICTION OVER ANY AND ALL DISPUTES BETWEEN OR AMONG THE PARTIES, WHETHER AT LAW OR IN EQUITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY AGREEMENT CONTEMPLATED HEREBY.

(b) EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

11.7 Notices. Unless otherwise set forth herein, any notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a Party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid), or (b) sent by facsimile or e-mail, in each case, if sent during the normal business hours of the recipient, with confirmation of transmission by the transmitting equipment confirmed with a copy delivered as provided in clause (a), in the case of each of clauses (a) and (b), to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, e-mail address or person as a Party may designate by notice to the other Parties):

If to Seller, to:

ONE Aviation Corporation  
3520 Spirit Drive SE  
Albuquerque, New Mexico 87106  
Attn: Alan Klapmeier  
Jim Carroll  
Email: alan.klapmeier@oneaviation.aero  
jim.carroll@carrollservicesllc.com

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

Paul Hastings, LLP  
71 South Wacker Drive, Suite 4500  
Chicago, Illinois 60606  
Attn: Chris Dickerson  
Brendan Gage  
Nathan Gimpel  
Email: chrisdickerson@paulhastings.com  
brendangage@paulhastings.com  
nathangimpel@paulhastings.com

-and-

Paul Hastings, LLP  
1117 South California Avenue  
Palo Alto, California 94304  
Attn: Todd Schwartz  
Email: toddschwartz@paulhastings.com

If to Purchaser, to:

AML Global Eclipse LLC  
c/o iLaw  
Temple Chambers, 3-7 Temple Avenue  
London, EC4Y 0HP  
Attn: Allan Murray  
Email: [Allan.murray@ilaw.co.uk](mailto:Allan.murray@ilaw.co.uk)

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

Fried, Frank, Harris, Shriver & Jacobson LLP  
One New York Plaza  
New York, NY 10004  
Attention: Philip Richter and Gary Kaplan  
Email: [philip.richter@friedfrank.com](mailto:philip.richter@friedfrank.com),  
[Gary.Kaplan@friedfrank.com](mailto:Gary.Kaplan@friedfrank.com)

11.8 Binding Effect; Assignment. This Agreement shall be binding upon Purchaser and, subject to entry of the Sale Order, the Sellers, and inure to the benefit of the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Case or any successor Chapter 7 case. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person or entity not a party to this Agreement except as provided below. No assignment of this Agreement or of any rights or obligations hereunder may be made by the Sellers or Purchaser (by operation of law or otherwise) without the prior written consent of the other Parties other than by Purchaser to any of its Affiliates; provided that no such assignment shall relieve Purchaser of its obligations hereunder. Any attempted assignment without such required consents shall be void.

11.9 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction and in lieu of such invalid, illegal or unenforceable provision or portion of any provision, there will be added automatically as a part of this Agreement a valid legal and enforceable provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible.

11.10 Bulk Sales Laws. Each Party hereby waives compliance by the Parties with the “bulk sales,” “bulk transfers” or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the transactions contemplated by this Agreement or any Ancillary Document.

11.11 Access and Right to Use. Purchaser shall, at the Sellers’ sole cost and expense, upon reasonable advance written notice and under reasonable circumstances including the execution of appropriate confidentiality and non-use restrictions, afford to the Sellers’ officers, independent public accountants, attorneys, consultants and other representatives, reasonable

access during normal business hours to the Purchased Assets and all records pertaining to the Purchased Assets on a royalty-free basis solely for the purpose of enabling the Sellers to conduct an orderly wind-down of the Sellers' operations until such time as the wind-down is completed on or before the one-year anniversary of the Closing Date. The Sellers' shall, and use its commercially reasonable efforts to cause its Representatives to, to minimize any disruption to Purchaser and the Purchased Assets. The Sellers expressly acknowledge that nothing in this Section is intended to give rise to any contingency to the Sellers' obligations to proceed with the transactions contemplated herein or any subsequently appointed trustee (either in a chapter 7 or 11 bankruptcy case), liquidating trustee, plan administrator or similar successor to the Sellers. In addition, the Purchaser agrees that it shall use commercially reasonable efforts to maintain and safeguard all of the Sellers' books and records (both hard copies and those electronically stored) in a similar manner as the Purchaser has maintained its own books and records for a period of at least two (2) years from and after the Closing Date.

11.12 Enforcement of Agreement. Each Party acknowledges and agrees that the other Parties would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by any of the Parties could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which the Parties may be entitled, at law or in equity, each Party shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

11.13 Interpretation; Drafting. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

11.14 Waiver of Setoff. All payments hereunder by the Sellers to the Purchaser or by the Purchaser to the Sellers shall be made without setoff, counterclaim or other defense and each of the Purchaser and the Sellers hereby waives any and all of its rights to assert any right of setoff, counterclaim or other defense to the making of a payment due hereunder to the Sellers or the Purchaser, as the case may be.

**[Remainder of page intentionally left blank]  
[Signatures Follow Next Page]**



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

**SELLERS:**

**ACC MANUFACTURING, INC.,**  
as a Debtor and Debtor in Possession

By:   
Name: Alan Klapmeier  
Its: CEO

**AIRCRAFT DESIGN COMPANY,**  
as a Debtor and Debtor in Possession

By:   
Name: Alan Klapmeier  
Its: CEO

**BRIGADOON AIRCRAFT MAINTENANCE, LLC,**  
as a Debtor and Debtor in Possession

By:   
Name: Alan Klapmeier  
Its: CEO

**DR MANAGEMENT, LLC,**  
as a Debtor and Debtor in Possession

By:   
Name: Alan Klapmeier  
Its: CEO

**ECLIPSE AEROSPACE, INC.,**  
as a Debtor and Debtor in Possession

By:   
Name: Alan Klapmeier  
Its: CEO

**INNOVATUS HOLDING COMPANY,**  
as a Debtor and Debtor in Possession

By:   
Name: Alan Klapmeier  
Its: CEO

**KESTREL AIRCRAFT COMPANY,**  
as a Debtor and Debtor in Possession

By:   
Name: Alan Klapmeier  
Its: CEO

**KESTREL BRUNSWICK CORPORATION,**  
as a Debtor and Debtor in Possession

By:   
Name: Alan Klapmeier  
Its: CEO

**KESTREL MANUFACTURING, LLC,**  
as a Debtor and Debtor in Possession

By:   
Name: Alan Klapmeier  
Its: CEO

**KESTREL TOOLING COMPANY,**  
as a Debtor and Debtor in Possession

By:   
Name: Alan Klapmeier  
Its: CEO

**OAC MANAGEMENT, INC.,**  
as a Debtor and Debtor in Possession

By:   
Name: Alan Klapmeier  
Its: CEO


**ONE AVIATION CORPORATION,**  
as a Debtor and Debtor in Possession

By:   
Name: Alan Klapmeier  
Its: CEO

[Signatures Continue Next Page]

**PURCHASER:**

**AML GLOBAL ECLIPSE LLC**

By:   
Name: Christopher C. S. Harborne  
Its: Manager

*(Signature Page to Asset Purchase Agreement)*

**Annex I**

ACC Manufacturing, Inc., a Delaware corporation  
Aircraft Design Company, a Delaware corporation  
Brigadoon Aircraft Maintenance, LLC, a Delaware limited liability company  
DR Management, LLC, a Wisconsin limited liability company  
Eclipse Aerospace, Inc., a Delaware corporation  
Innovatus Holding Company, a Delaware corporation  
Kestrel Aircraft Company, Inc., a Delaware corporation  
Kestrel Brunswick Corporation, a Maine corporation  
Kestrel Manufacturing, LLC, a Wisconsin limited liability company  
Kestrel Tooling Company, a Maine corporation  
OAC Management, Inc., a Delaware corporation

**Schedule 2.1(r)****Other Assets****1. Corridor Open Purchase Orders\*\***

<b>Vendor:</b>	<b>Purchase Order</b>	<b>Part Number</b>	<b>Description</b>	<b>Extended PO Price</b>
MOODY AERO- GRAPHICS, INC. (USD) - 40916	POA20-00051	PAINT MASK	For Paint Scheme	\$ 1,282.00
Mouser Electronics Inc (USD) - 31363	POA20-00052	SHIPPING		\$ 8.00
Instrument Service Laboratories, In (USD) - 33877	POA20-00096	H-2941	Tron Air Pressure Gauge 0-15 PSI - 1.0 BAR Tool ID:0111	\$ 58.00
Aviall (USD) - AVIAL	POA20-00115	455-0012	BATTERY PACK, PLUS GASKET, SCREWS, LABEL	\$ 213.44
Northwest Metrology (USD) - NORME	POA20-00117	101-01200	Barfield Sight Compass	\$ 180.00
Sierracin / Slymar Corp (PPG) (USD) - 40613	POA20-00119	2001B012AM693SK	SEALANT, PR 2001 B12 693 SEMKIT 6 OZ	\$ 593.22
Northwest Metrology (USD) - NORME	POA20-00122	CTR-GA-150	Electronic Cable Tensionometer Tool ID: 0136	\$ -
Northwest Metrology (USD) - NORME	POA20-00122	CTR-GA-150	Electronic Cable Tensionometer Tool ID:0136	\$ -
Seamech International (USD) - 40035	POD19-00253	2188571	INTEGRATED TWIN PACK COMPRESSOR PALLE...	\$ 5,867.70
Seamech International (USD) - 40035	POD19-00253	2188571	INTEGRATED TWIN PACK COMPRESSOR PALLE...	\$ 5,867.70
AERO FLUID PRODUCTS (USD) - 30017	POD19-00257	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ 10,906.00
AERO FLUID PRODUCTS (USD) - 30017	POD19-00257	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ 10,906.00
Innovative Solutions & Support, Inc (USD) - 200050	POD19-00341	9B-87010-1	IS&S GPS	\$ -
Innovative Solutions & Support, Inc (USD) - 200050	POD19-00341	9B-87010-1	IS&S GPS	\$ -
Seamech International (USD) - 40035	POD19-00606	2188123	FWD, EVAPORATOR MODULE ASSY	\$ -
Networks Electronic Comp (USD) - 33883	POD19-00619	42767	GAS GENERATOR	\$ 165,350.00
Networks Electronic Comp (USD) - 33883	POD19-00619	42767	GAS GENERATOR	\$ 23,975.75
Networks Electronic Comp (USD) - 33883	POD19-00619	42767	GAS GENERATOR	\$ 18,188.50
AERO FLUID PRODUCTS (USD) - 30017	POD19-00726	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ 14,178.00
AERO FLUID PRODUCTS (USD) - 30017	POD19-00726	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ -
AERO FLUID PRODUCTS (USD) - 30017	POD19-00726	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ 14,178.00
AERO FLUID PRODUCTS (USD) - 30017	POD19-00726	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ 14,178.00
AERO FLUID PRODUCTS (USD) - 30017	POD19-00726	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ 14,178.00
AERO FLUID PRODUCTS (USD) - 30017	POD19-00726	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ 14,178.00
AERO FLUID PRODUCTS (USD) - 30017	POD19-00763	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ 14,178.00
AERO FLUID PRODUCTS (USD) - 30017	POD19-00763	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ 14,178.00
AERO FLUID PRODUCTS (USD) - 30017	POD19-00763	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ 14,178.00
AERO FLUID PRODUCTS (USD) - 30017	POD19-00763	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ 14,178.00
AERO FLUID PRODUCTS (USD) - 30017	POD19-00763	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ 14,178.00

Vendor:	Purchase Order	Part Number	Description	Extended PO Price
AERO FLUID PRODUCTS (USD) - 30017	POD19-00763	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ 14,178.00
AERO FLUID PRODUCTS (USD) - 30017	POD19-00763	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ 14,178.00
AERO FLUID PRODUCTS (USD) - 30017	POD19-00763	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ 14,178.00
AERO FLUID PRODUCTS (USD) - 30017	POD19-00763	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ 14,178.00
AERO FLUID PRODUCTS (USD) - 30017	POD19-00763	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ 14,178.00
AERO FLUID PRODUCTS (USD) - 30017	POD19-00763	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ 14,178.00
AERO FLUID PRODUCTS (USD) - 30017	POD19-00763	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ 14,178.00
AERO FLUID PRODUCTS (USD) - 30017	POD19-00763	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ 14,178.00
AERO FLUID PRODUCTS (USD) - 30017	POD19-00763	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ 14,178.00
AERO FLUID PRODUCTS (USD) - 30017	POD19-00763	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ 14,178.00
AERO FLUID PRODUCTS (USD) - 30017	POD19-00763	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ 14,178.00
Innovative Solutions & Support, Inc (USD) - 200050	POD19-00792	9D-84100-3	15.0" FLAT PANEL DISPLAY ECLIPSE MFD (2.7)	\$ 1,500.00
Innovative Solutions & Support, Inc (USD) - 200050	POD19-00792	9D-84100-3	15.0" FLAT PANEL DISPLAY ECLIPSE MFD (2.7)	\$ 1,500.00
Innovative Solutions & Support, Inc (USD) - 200050	POD19-00792	9D-84098-3	10.4" FLAT PANEL DISPLAY ECLIPSE PFD (2.7)	\$ 1,500.00
SAFRAN AEROSYSTEMS (USD) - 40020	POD19-00810	FADEC CARD	Fadec Card	\$ 10,000.00
Astronics Luminescent Systems Inc (USD) - 40264	POD19-00841	80-00887-008	ASSY, PANEL ECLIPSE, ACP	\$ -
Astronics Luminescent Systems Inc (USD) - 40264	POD19-00841	80-00887-008	ASSY, PANEL ECLIPSE, ACP	\$ -
Innovative Solutions & Support, Inc (USD) - 200050	POD19-00862	9D-84098-3	10.4" FLAT PANEL DISPLAY ECLIPSE PFD (2.7)	\$ 1,500.00
Innovative Solutions & Support, Inc (USD) - 200050	POD20-00018	9D-84100-3	15.0" FLAT PANEL DISPLAY ECLIPSE MFD (2.7)	\$ 1,500.00
Innovative Solutions & Support, Inc (USD) - 200050	POD20-00018	9D-84100-3	15.0" FLAT PANEL DISPLAY ECLIPSE MFD (2.7)	\$ 1,500.00
Innovative Solutions & Support, Inc (USD) - 200050	POD20-00018	9D-84100-3	15.0" FLAT PANEL DISPLAY ECLIPSE MFD (2.7)	\$ 1,500.00
Innovative Solutions & Support, Inc (USD) - 200050	POD20-00018	9D-84100-3	15.0" FLAT PANEL DISPLAY ECLIPSE MFD (2.7)	\$ 1,500.00
Innovative Solutions & Support, Inc (USD) - 200050	POD20-00018	9D-84100-3	15.0" FLAT PANEL DISPLAY ECLIPSE MFD (2.7)	\$ 1,500.00
Innovative Solutions & Support, Inc (USD) - 200050	POD20-00018	9D-84100-3	15.0" FLAT PANEL DISPLAY ECLIPSE MFD (2.7)	\$ 1,500.00
Seamech International (USD) - 40035	POD20-00081	2199017	ACTUATOR ASSEMBLY (FACV inlet & Exhaust)	\$ 846.00

Vendor:	Purchase Order	Part Number	Description	Extended PO Price
National Calibration Inc. (USD) - NATCA	POD20-00088	CALIBRATE ESD MONITOR	S/N 411280649050	\$ 53.00
HL Trade Co., Limited (USD) - 71120	POD20-00101	7101J90ZGE2	LEVER SWITCH, BLACK, SPDT, (ON- NONE-ON), 3 SOLDER LUG	\$ 451.00
HL Trade Co., Limited (USD) - 71120	POD20-00101	SHIPPING	Shipping charges	\$ 40.00
H.A. Guden Co, Inc. (USD) - 70950	POD20-00123	GG521-040-I	GAS STRUT	\$ 222.00
Seamech International (USD) - 40035	POD20-00129	21-124627-1003	GDCA (2188131 REV. K)	\$ -
Mecaer America, Inc (USD) - 32281	POD20-00140	GR12WB328AT08	GLAND BEARING	\$ 225.00
Innovative Solutions & Support, Inc (USD) - 200050	POD20-00161	9D-84090-1	STANDBY DISPLAY UNIT	\$ -
Seamech International (USD) - 40035	POD20-00165	21-124783-1001	GEAR DRIVE COMPRESSOR ASSEMBLY, AID	\$ 1,473.56
Mouser Electronics Inc (USD) - 31363	POD20-00168	7101J90ZGE2	LEVER SWITCH, BLACK, SPDT, (ON- NONE-ON), 3 SOLDER LUG	\$ 696.00
AERO FLUID PRODUCTS (USD) - 30017	POD20-00173	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ -
Parker Hannifin Corporation (USD) - 40133	POD20-00184	40-440B	WHEEL ASSEMBLY, MAIN	\$ 3,500.00
Parker Hannifin Corporation (USD) - 40133	POD20-00184	40-440B	WHEEL ASSEMBLY, MAIN	\$ 3,500.00
Leak Detection Associates (USD) - 71124	POD20-00186	ALCATEL ASM 180TD	Helium leak detector unit,	\$ 8,775.00
AERO FLUID PRODUCTS (USD) - 30017	POD20-00211	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ 14,178.00
AERO FLUID PRODUCTS (USD) - 30017	POD20-00212	5411-00-3	OUTFLOW VALVE, 3.5 PRIMARY CPCS	\$ -
Seamech International (USD) - 40035	POD20-00213	21-124783-1001	GEAR DRIVE COMPRESSOR ASSEMBLY, AID	\$ -
Boeing Distribtuion Services, INC (USD) - 31345	POD20-00229	NAS7801-1	BOLT, PAN HEAD, CLOSE TOLERANCE, SHORT THREAD, CRUCIFORM RECESS, A286 CRES, SELF-LOCKING AND NONLOCKING	\$ 180.00
Boeing Distribtuion Services, INC (USD) - 31345	POD20-00229	NAS8702-2	BOLT, 100 DEG REDUCED HEAD, PHILLIPS ...	\$ 243.00
Aerosonic LLC (USD) - 40752	POD20-00241	100435-39-001	SENSOR, PITOT AOA, L/H W-DRAIN & FEMALE A...	\$ -
Aerosonic LLC (USD) - 40752	POD20-00241	100435-39-001	SENSOR, PITOT AOA, L/H W-DRAIN & FEMALE A...	\$ -
Albuquerque Valve & Fitting/Swagelok DNU (USD) - 31568	POD20-00244	A-605-4	Swaglok- Al Insert for Tubing, 3/8 IN, OD- 1/4 IN ID	\$ 436.00
Albuquerque Valve & Fitting/Swagelok DNU (USD) - 31568	POD20-00244	C OF C		\$ 15.00
Aviall (USD) - AVIAL	POD20-00249	MS21250-05018	BOLT (Alt for 103-34600)	\$ 211.20



Vendor:	Purchase Order	Part Number	Description	Extended PO Price
Parker Hannifin Corporation (USD) - 40133	POD20-00250	30-266C	BRAKE ASSEMBLY	\$ 4,578.00
Parker Hannifin Corporation (USD) - 40133	POD20-00250	30-266C	BRAKE ASSEMBLY	\$ 4,578.00
Parker Hannifin Corporation (USD) - 40133	POD20-00250	30-266C	BRAKE ASSEMBLY	\$ 4,578.00
Parker Hannifin Corporation (USD) - 40133	POD20-00250	30-266C	BRAKE ASSEMBLY	\$ 4,578.00
Parker Hannifin Corporation (USD) - 40133	POD20-00250	30-266C	BRAKE ASSEMBLY	\$ 4,578.00
Parker Hannifin Corporation (USD) - 40133	POD20-00250	30-266C	BRAKE ASSEMBLY	\$ 4,578.00
Parker Hannifin Corporation (USD) - 40133	POD20-00250	30-266C	BRAKE ASSEMBLY	\$ 4,578.00
Parker Hannifin Corporation (USD) - 40133	POD20-00250	30-266C	BRAKE ASSEMBLY	\$ 4,578.00
Parker Hannifin Corporation (USD) - 40133	POD20-00250	30-266C	BRAKE ASSEMBLY	\$ 4,578.00
Parker Hannifin Corporation (USD) - 40133	POD20-00250	30-266C	BRAKE ASSEMBLY	\$ 4,578.00
Essex Industries, Inc. MFG (USD) - 200030	POD20-00251	Need root cause and corrective action on PhestrEx bottle		\$ -
Boeing Distribtuion Services, INC (USD) - 31345	POD20-00257	MS21250-05018	BOLT (Alt for 103-34600)	\$ 118.80
Boeing Distribtuion Services, INC (USD) - 31345	POD20-00257	NAS1291C5M	NUT, SELF-LOCKING, HEXAGON-LOW HEIGHT	\$ 112.50
Boeing Distribtuion Services, INC (USD) - 31345	POD20-00257	NAS1802-5-14	SCREW, HEX HEAD, CRUCIFORM RECESS, FULL	\$ 140.50
SAFRAN AEROSYSTEMS (USD) - 40020	POD20-00260	506430-19	DE-ICER BOOTS, LH, INSTALLED 51 SP 204-19	\$ -
Boeing Distribtuion Services, INC (USD) - 31345	POD20-00275	CB4020V3N8750	MOUNT, CABLE TIE, RIGHT ANGLE, COMPOSITE	\$ 318.75
Aerosonic LLC (USD) - 40752	POD20-00276	100435-39-001	SENSOR, PITOT AOA, L/H W- DRAIN & FEMALE A...	\$ -
Bansbach Easylift of North America, Inc. (USD) - 70924	POD20-00279	FYN-D3-L104	ROTARY DAMPER	\$ 516.00
Bansbach Easylift of North America, Inc. (USD) - 70924	POD20-00279	FYN-D3-R104	ROTARY DAMPER	\$ 516.00
TCO Manufacturing Corporation (USD) - 40255	POD20-00293	JT-1W	TRAILING DISCHARGER	\$ 1,866.60

Vendor:	Purchase Order	Part Number	Description	Extended PO Price
Omaha Airplane Supply (USD) - 71136	POD20-00314	CR3255-5-04	CHERRYMAX RIVET UNISINK HEAD	\$ 278.00
Lektro (USD) - 33997	POP20-00021	APM2201E	4.80-8/6 HWY TRD	\$ 58.00
Lektro (USD) - 33997	POP20-00021	M820	86/87 LUG NUT - 88 STEER	\$ 1.00
Lektro (USD) - 33997	POP20-00021	TAX	Sales Tax	\$ 8.00
TOOL TESTING LAB, INC (USD) - TOOTE	POP20-00055		Calibration Service	\$ -
TOOL TESTING LAB, INC (USD) - TOOTE	POP20-00062		Calibration Service	\$ -
TOOL TESTING LAB, INC (USD) - TOOTE	POP20-00062		Calibration Service	\$ -
TOOL TESTING LAB, INC (USD) - TOOTE	POP20-00062		Calibration Service	\$ -
TOOL TESTING LAB, INC (USD) - TOOTE	POP20-00062		Calibration Service	\$ -
TOOL TESTING LAB, INC (USD) - TOOTE	POP20-00069		Calibration Service	\$ -
TOOL TESTING LAB, INC (USD) - TOOTE	POP20-00069		Calibration Service	\$ -
TOOL TESTING LAB, INC (USD) - TOOTE	POP20-00069		Calibration Service	\$ -
Aviall (USD) - AVIAL	POP20-00070	MS21250-05018	BOLT (Alt for 103-34600)	\$ 210.72
TOOL TESTING LAB, INC (USD) - TOOTE	POP20-00072	CDI-10002-I-DTT	NEW CDI 3/8' 100-1000 <a href="#">IN.LB.</a> TORQUE TESTER INCLUDING CERTIFICATION	\$ 1,283.00

2. The following pieces of Inventory and items:

Company	Deliverable	Description	Location
Aerospace Manufacturing, Inc.	Washers	Stamp Dies	Eagan, MN
Aeroparts manufacturing, Inc.	Door Surrounds	Form dies & check fixtures	Rio Rancho, NM
ALP	Pushrods & Tubes	Pushrod & Tubes tools	Eskisehir Turkey
Compucraft	Fuselage - Machined & Detail Parts	Frames & Stringers	Santee, CA
Diversified Plastics	Injection Molding	Injection Mold dies	Minneapolis, MN
Ducommun Aerospace	Skins	Skin Form Tools	Gardena, CA
Essex	PhostrEx	Fume Hood, Laser Weld Tool, Hydrogen Leak Tester, Explosives cabinet	St. Louis, MO
Figeac	Vertical	Machine tools	Figeac, France
Freudenberg NOK Inc.	Seals & Gaskets	Apron Firewall Gasket	Ontario Canada
Millennium Concepts	Interiors	Interior part and Mfg tooling	Wichita, KS
HydroSolutions of Duluth	Sheet Metal	Sheet Metal Tools, Elevator, Rudder and Empennage form tools	Duluth, MN
International Rightway	Frames & Stringers	Frames and Stringers	Ontario, CA
Manufacturing Technology (MTI)	Machined Parts	Sheet Metal & Machine Parts Tools,	Albuquerque, NM

<b>Company</b>	<b>Deliverable</b>	<b>Description</b>	<b>Location</b>
Meggitt Polymer (Oregon)	Polymers and composites	Ducts, Seals, Gaskets	McMinnville, OR
Prism Aerospace	Frames & Stringers	Frames and Stringers	Corona, CA
RSA Engineered Products	Engine Inlet	Engine Inlet (two tools)	Simi Valley, CA
SFC	Vertical	Frames, Stringers, Skins	Perris, CA
T & R	Vertical	Sheet Metal Tools,	Lancashire, UK
Laser Industries	Empennage detail Parts	Elevator and Rudder Emmennage form tools	Fullerton, CA
Eclipse	Flight Testing	X107 Flight Test Aircraft	Grand Rapids, MN
SIMCOM	Training	Two Flight Simulators 1020 & 1025	Orlando, FL
ACC Manufacturing	Composites	Composite Tooling	Grand Rapids, MN
Eclipse	Seat Coverings	Eclipse 500 seat coverings	Grand Rapids, MN
Fincham	Wing Tooling	41 Containers of Wing Tooling	Albuquerque, NM
Eclipse	Aircraft Maintenance	Maintenance Tooling and Equipment	Aurora, IL

3. EA550 aircraft SN 1010: Company; Wings-over-Asia, Singapore.

**Schedule 2.2(h)**

**Excluded Actions**

All causes of action, rights and counterclaims the estate has against each of Citiking and SE Falcon.

**Schedule 2.3(b)(i)****Cure Amounts for Assigned Contracts**

<b>Vendor</b>	<b>Contract Type</b>	<b>Cure Amount</b>	<b>Settlement Amount at Termination</b>	<b>Monthly Payment Amount</b>
Cisco	Lease Agreement	\$ 630,444	\$ 150,000	\$ - <sup>1</sup>
Fincham	Lease Agreement	\$ 286,976	\$ 100,000	\$10,000/mth
HydroSolutions of Duluth, Inc.	Purchase Agreement - Sheet Metal & Machined Detail Parts and Assemblies	\$ 2,075	\$ 2,075	\$
Mecaer Aviation Group S.p.A.	Purchase Agreement-Landing Gear	\$ 257,038	\$ 50,000	\$50,000/mth <sup>2</sup>
Safran Electronics & Defense Canada	Purchase Agreement	\$ 50,296	\$ 5,000	\$5,000/mth <sup>3</sup>
SIMCOM International, Inc.	EXCLUSIVE ECLIPSE 500 TRAINING SERVICES AGREEMENT	\$ 5,990	\$ 5,990	\$ -
Suburban Properties, LLC	Lease Agreement	\$ 5,894	\$ 5,894	\$ -
Wells Fargo/Ricoh USA, INC-Rent	Lease Agreement	\$ 74,578	\$ 5,000	\$ - <sup>4</sup>

---

<sup>1</sup> For 12 months.

<sup>2</sup> \$50,000 for 4 months and a final payment of \$7,038.

<sup>3</sup> \$5,000/mth for 10 months with a final payment of \$296.

<sup>4</sup> Negotiated deal to buy copiers.

**Schedule 2.3(b)(ii)**

**Cure Amounts for Pending Assigned Contracts**

Vendor	Contract Type	Cure Amount
City of Albuquerque	Albuquerque International Sunport Settlement Agreement	\$ 26,142

**Schedule 2.6(b)****Closing Date Assumed Contracts**

## 1. Closing Assumed Leased Real Property:

<b>Company</b>	<b>Name</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Owner</b>	<b>Description</b>	<b>Square Footage</b>
Eclipse Aerospace, Inc.	SP-2	3250 Spirit Drive SE	Albuquerque	NM	87106	City of Albuquerque	Primary production, Office	49,603
Eclipse Aerospace, Inc.	SP-3	3520 Spirit Drive SE	Albuquerque	NM	87106	City of Albuquerque	Final assembly production, Service Center, Office	67,555
Eclipse Aerospace, Inc.	SP-4	2235 Access Rd		NM	87106	City of Albuquerque	Flight test	9,040
Eclipse Aerospace, Inc.	SP-10	2800 Karsten Ct SE	Albuquerque	NM	87106	– Michelle K. Dolge Exempt Trust – Lisa M. Myers Exempt Trust – Nadine M. McIntosh Exempt Trust – Chess Properties, LLC	Production, Warehouse, Office	51,346
Eclipse Aerospace, Inc.	ARR Service Center	43W514 US Route 30	Sugar Grove	IL	60554	Suburban Properties, LLC	Chicago Service Center	24,840

## 2. Closing Contracts:

Debtor	Counterparty	Notice Name at Counterparty	Counterparty Address	Contract Title	Contract Date or Effective Date	Contract Expiration Date
Eclipse Aerospace, Inc.	<ul style="list-style-type: none"> <li>Michelle K. Dolge</li> <li>Exempt Trust</li> <li>Lisa M. Myers Exempt Trust</li> <li>Nadine M. McIntosh</li> <li>Exempt Trust</li> <li>Chess Properties, LLC</li> </ul>	Richard Chess	Chess Properties, LLC 1907 Buena Vista Dr. SE #100 Albuquerque, NM 87106	Lease Agreement	9/22/2015	Month to month
Eclipse Aerospace, Inc.	Adams Balloons	Andy Richarson	3900 2nd Street NW, Albuquerque, NM, 87107	Proprietary Rights and Non-Disclosure Agreement	9/12/2016	9/12/2021
Eclipse Aerospace, Inc.	Addaero Manufacturing LLC	President	33-39 John St, New Britain, CT, 06051	Proprietary Rights and Non-Disclosure Agreement	4/24/2015	
Eclipse Aerospace, Inc.	Advanced Aircraft Seal	David Silva	3051 Myers Street, Riverside, CA, 92503	Proprietary Rights and Non-Disclosure Agreement	9/16/2015	9/16/2020
Eclipse Aerospace, Inc.	Advantech Industries, Inc.	Elizabeth Maxwell	3850 Buffalo Road, Rochester, NY, 14624	Proprietary Rights and Non-Disclosure Agreement	9/19/2014	9/19/2019
Eclipse Aerospace, Inc.	Advent Aircraft Systems, Inc.	Ron Roberts	8712 S. Peoria Avenue, Tulsa, OK, 74132	Proprietary Rights and Non-Disclosure Agreement	8/3/2015	8/3/2020
Eclipse Aerospace, Inc.	Aaero Technologies LLC	Denise Rutherford President	7911 Zionsville Road, Indianapolis, IN, 46268	Purchasing Agreement - Interior Insulation	2/5/13	2/5/20
Eclipse Aerospace, Inc.	Aero-Hose Corp	Joseph Lemieux Jr. Vice President	1845 Town Center Blvd. Suite 140, Orange Park, FL, 32003	Eclipse Aerospace, Inc Purchasing Agreement	8/7/12	8/7/20
Eclipse Aerospace, Inc.	AeroParets Mfg. & Repair, Inc.	Contracts	431 Rio Rancho Blvd NE, Rio Rancho, NM, 87124	Proprietary Rights and Non-Disclosure Agreement	10/28/2015	10/28/2020
Eclipse Aerospace, Inc.	Aerosonic LLC	Director of Sales and Marketing	1212 North Hercules Avenue, Clearwater, FL, 33765	Proprietary Rights and Non-Disclosure Agreement	12/10/2015	12/10/2020
Eclipse Aerospace, Inc.	Aerospace Manufacturing, Inc.	Tom Heid	1045 Gemin Rd., Eagan, MN, 55121	Proprietary Rights and Non-Disclosure Agreement	10/6/2015	10/6/2020



<b>Debtor</b>	<b>Counterparty</b>	<b>Notice Name at Counterparty</b>	<b>Counterparty Address</b>	<b>Contract Title</b>	<b>Contract Date or Effective Date</b>	<b>Contract Expiration Date</b>
Eclipse Aerospace, Inc.	Aerowind Corporation	William Kousens	1959 John Towers Ave, El Cajon, CA, 92020	Proprietary Rights and Non-Disclosure Agreement	6/2/2017	6/2/2022
Eclipse Aerospace, Inc.	Air Comm Corporation	Director of Business Development	1575 West 124th Ave. Suite 210, Westminster, CO, 80234	Proprietary Rights and Non-Disclosure Agreement	1/12/2016	1/12/2021
Eclipse Aerospace, Inc.	Air Plus Maintenance GMBH	Laurent Gauthier	Flughafen 9, Friedrichshafen, , D-88046	Proprietary Rights and Non-Disclosure Agreement	5/9/2017	5/9/2022
Eclipse Aerospace, Inc.	Airborne Tactical Advantage Company, LLC	Director of Business Development	1001 Providence Blvd., Newport News, VA, 23602	Proprietary Rights and Non-Disclosure Agreement	5/22/2015	5/22/2020
Eclipse Aerospace, Inc.	Airtech Resources, LLC	Rusty Picard	349 Cielo Azul, Corrales, NM, 87048	Professional Services Agreement	1/3/17	1/3/22
Eclipse Aerospace, Inc.	Alcoa, Inc. (Alcoa Forgings & Extrusions)	Anthony Ashe	1600 Harvard Ave., Cleveland, OH, 44105	Proprietary Rights and Non-Disclosure Agreement	10/21/2015	10/21/2020
Eclipse Aerospace, Inc.	Alion Science and Technology Corporation	M. Kimberly Schuler	12601 Fair Lakes Circle, Suite 300, Fairfax, VA, 22033	Proprietary Rights and Non-Disclosure Agreement	9/18/2015	9/18/2019
Eclipse Aerospace, Inc.	ALP Havacilik Sanayi ve Ticaret AS	Programs Manager	Organize Sanayi Bolgesi 8 Cadde, Eskisehir, , 26110	Proprietary Rights and Non-Disclosure Agreement	10/27/2015	10/27/2020
Eclipse Aerospace, Inc.	Altair Engineering, Inc.	CAO	1820 E. Big Beaver Rd. , Troy, MI, 48083	Proprietary Rights and Non-Disclosure Agreement	9/23/2015	9/23/2020
Eclipse Aerospace, Inc.	AMR Consulting, Inc.	Tony Rinauro	PO Box 28453, Anaheim, CA, 92809	Proprietary Rights and Non-Disclosure Agreement	9/23/2014	9/23/2019
Eclipse Aerospace, Inc.	AmSafe, Inc.	Tom Hodgdon	1043 N 47th Ave., Phoenix, AZ, 85043	Proprietary Rights and Non-Disclosure Agreement	2/1/2017	2/1/2022
Eclipse Aerospace, Inc.	Apex Aviation	Scott Bullock	1410 Jet Stream Drive, Suite 100, Henderson, NV 89052	Gold Level Service Agreement	4/29/2019	5/1/2024
Eclipse Aerospace, Inc.	ASG Ltd	ASG LTD	West Grass Hangar, La Planque Lane, Forest, GY80DS Guernsey	Gold Level Fleet Service Agreement	5/2/17	

<b>Debtor</b>	<b>Counterparty</b>	<b>Notice Name at Counterparty</b>	<b>Counterparty Address</b>	<b>Contract Title</b>	<b>Contract Date or Effective Date</b>	<b>Contract Expiration Date</b>
Eclipse Aerospace, Inc.	Astronics Corp.	David C. Burney	130 Commerce Way, East Aurora, NY, 14052	Proprietary Rights and Non-Disclosure Agreement	10/26/2009	10/26/2019
Eclipse Aerospace, Inc.	Aviaition Equipment Processing	Daryl Silva	1571 MacArthur Blvd., Costa Mesa, CA, 92626	Proprietary Rights and Non-Disclosure Agreement	9/15/2015	
Eclipse Aerospace, Inc.	Aviall Services, Inc.	Law Department	2750 Regent Blvd. , DFW Airport, TX, 75261	Proprietary Rights and Non-Disclosure Agreement	7/18/2014	7/18/2019
Eclipse Aerospace, Inc.	Aviation Equipment Processing	Daryl Silva	1571 MacArthur Blvd., Costa Mesa, CA, 92626	Proprietary Rights and Non-Disclosure Agreement	9/15/2015	9/15/2020
Eclipse Aerospace, Inc.	Avilution	Mark Spencer	2000 Houston Goodson Way, Corporate Hangar B, Huntsville, AL, 35824	Proprietary Rights and Non-Disclosure Agreement	8/4/2015	8/4/2020
Eclipse Aerospace, Inc.	Avion Graphics	Craig Greiner	27192 Burbank, Foothill Ranch, CA, 92610	Proprietary Rights and Non-Disclosure Agreement	4/15/2015	4/15/2020
Eclipse Aerospace, Inc.	Avionics instruments	Danielle Boyer	1414 Randolph Ave. , Arenel, NJ, 7001	Proprietary Rights and Non-Disclosure Agreement	7/29/2014	7/29/2019
Eclipse Aerospace, Inc.	Axalta Coating Systems	Richard Cecchini	50 Applied Card Way, Glen Mills, PA, 19342	Proprietary Rights and Non-Disclosure Agreement	9/25/2015	9/25/2020
Eclipse Aerospace, Inc.	B/E Aerospace, Inc.	Jean-Pierre Poulon VP	10800 Pflumm Road, Lenexa, KS, 66215	Purchasing Agreement - Oxygen Systems Components	12/21/12	12/21/19
Eclipse Aerospace, Inc.	B/E Aerospace, Inc. DBA SMR Technologies, Inc.	Peter Murdza	93 Nettie Fenwick Road, Fenwick, WV, 26202	Proprietary Rights and Non-Disclosure Agreement	11/9/2015	11/9/2020
Eclipse Aerospace, Inc.	Blue Ridge Paint	Michael Salment	8605 Blue Ridge Blvd, Kansas City, MO, 64138	Proprietary Rights and Non-Disclosure Agreement	9/22/2015	9/22/2020
Eclipse Aerospace, Inc.	Boca Aircraft Maintenance LLC	Hamid Hashemi	3300 Airport Road Suite 203, Boca Raton, FL, 33431	Gold Level Service Agreement	4/1/15	3/31/20
Eclipse Aerospace, Inc.	Brent K. Christner	Brent K. Christner	17180 Oxbridge Rd, Monument, CO, 80132	Professional Services Agreement	6/12/18	6/12/19

<b>Debtor</b>	<b>Counterparty</b>	<b>Notice Name at Counterparty</b>	<b>Counterparty Address</b>	<b>Contract Title</b>	<b>Contract Date or Effective Date</b>	<b>Contract Expiration Date</b>
Eclipse Aerospace, Inc.	BTL Machine	Business Development	1168 Sherborn Street, Corona, CA, 92879	Proprietary Rights and Non-Disclosure Agreement	2/10/2016	2/10/2021
Eclipse Aerospace, Inc.	Casbe Industries	Everton Cope	42222 Remington Ave, Temecula, CA, 92590	Proprietary Rights and Non-Disclosure Agreement	8/3/2015	8/3/2020
Eclipse Aerospace, Inc.	Catalyst Global Strategies, LLC	Steve Krause	13564 Royal Glenn Drive, St. Louis, MO, 63131	Proprietary Rights and Non-Disclosure Agreement	11/28/2017	8 years from last disclosure
Eclipse Aerospace, Inc.	Chandler Industries, Inc.	Tom Ryan	260 Plymouth Ave. N., Minneapolis, MN, 55411	Proprietary Rights and Non-Disclosure Agreement	9/24/2014	9/24/2019
Eclipse Aerospace, Inc.	Chemetall US, Inc.	Director of Aerospace Technologies	675 Central Ave., New Providence, NJ, 7974	Proprietary Rights and Non-Disclosure Agreement	7/15/2014	7/15/2019
Eclipse Aerospace, Inc.	Chip Masters, Inc.	Salvador Ididslio	798 N. Coney Ave. , Azusa, CA, 91702	Proprietary Rights and Non-Disclosure Agreement	6/17/2015	6/17/2020
Eclipse Aerospace, Inc.	Chris Nelson	Chris Nelson	P.O. Box 455, Arlington, WA, 98223	Professional Services Agreement	10/12/2018	10/12/2023
Eclipse Aerospace, Inc.	CIGNYS	Don Mastromatteo	68 Williamson Street, Saginaw, MI, 48601	Proprietary Rights and Non-Disclosure Agreement	7/1/2015	7/1/2020
Eclipse Aerospace, Inc.	Cisco Systems Capital Corporation	Dominic Garcia	130 Theory Drive, Irvine, CA, 92617	Proprietary Rights and Non-Disclosure Agreement	12/8/2015	12/8/2020
Eclipse Aerospace, Inc.	CISCO SYSTEMS CAPITAL CORPORATION	C/O BIALSON BERGEN & SCHWAB ATTN LAWRENCE SCHWAB; THOMAS GAA	633 MENLO AVE, STE 100, MENLO PARK, CA, 94025	Server lease agreement invoices; Claim #20007	2/1/2016	4/30/2019
Eclipse Aerospace, Inc.	City of Albuquerque	Director of Aviation, Albuquerque International Sunport	PO Box 9948, Albuquerque, NM, 87119-1048	Albuquerque International Sunport Settlement Agreement	5/29/18	5/31/19
Eclipse Aerospace, Inc.	CNC Industries	Director of Sales	3810 Fourier Drive, Ft. Wayne , IN, 46818	Proprietary Rights and Non-Disclosure Agreement	3/1/2016	3/1/2021
Eclipse Aerospace, Inc.	Continuum Applied Technology, Inc.	Melissa Zoss	9601 Amberglen Blvd., Suite 109, Austin, TX, 78729	Corridor Annual Support Agreement	11/1/2018	10/31/2019

<b>Debtor</b>	<b>Counterparty</b>	<b>Notice Name at Counterparty</b>	<b>Counterparty Address</b>	<b>Contract Title</b>	<b>Contract Date or Effective Date</b>	<b>Contract Expiration Date</b>
Eclipse Aerospace, Inc.	Convenience Aviation LLC	Charles Desfosses	440 Harvey Road, Manchester, NH, 3103	Proprietary Rights and Non-Disclosure Agreement	5/31/2016	5/31/2021
Eclipse Aerospace, Inc.	Cox Machine, Inc.	Doug Hayes	5338 W. 21st Street, Suite 100, Wichita, KS, 67205	Proprietary Rights and Non-Disclosure Agreement	10/6/2015	10/6/2020
Eclipse Aerospace, Inc.	Craftech Metal Forming, Inc.	Richard L. Shaw	24100-B Water Street, Perris, CA, 92570	Proprietary Rights and Non-Disclosure Agreement	6/3/2015	6/3/2020
Eclipse Aerospace, Inc.	Crandell, Gary	Gary Crandell	215 Sinter Court, Youngstown, OH, 44510	Proprietary Rights and Non-Disclosure Agreement	11/12/2014	11/12/2019
Eclipse Aerospace, Inc.	Crane Aerospace, Inc.	David Perre	18 Rue du 35EME Regiment d' Aviation, Bron, , 69500	Proprietary Rights and Non-Disclosure Agreement	4/20/2016	4/20/2021
Eclipse Aerospace, Inc.	Curtiss-Wright Controls, Inc. (UK)	Legal Counsel	15801 Brixham Hill Avenue, Suite 200, Charlotte, NC, 28277	Proprietary Rights and Non-Disclosure Agreement	3/3/2015	3/3/2020
Eclipse Aerospace, Inc.	Darco Products, Inc.	Gerald Trimmer	8406 Washington Place NE, Albuquerque, NM, 87113	Proprietary Rights and Non-Disclosure Agreement	8/26/2015	8/26/2020
Eclipse Aerospace, Inc.	Data Device Corporation	Michael Reisig	105 Wilbur Place, Bohemia, NY, 11716	Proprietary Rights and Non-Disclosure Agreement	12/7/2015	12/7/2020
Eclipse Aerospace, Inc.	Derby Machine	Operations Manager	300 N River, Derby, KS, 67037	Proprietary Rights and Non-Disclosure Agreement	9/19/2014	9/19/2019
Eclipse Aerospace, Inc.	Ducommun AeroStructures, Inc.	Eclipse Program Manager	268 East Gardena Blvd., Gardena, CA, 90247	Proprietary Rights and Non-Disclosure Agreement	10/7/2014	10/7/2019
Eclipse Aerospace, Inc.	Ducommun LaBarge Technologies	Clarissa Flores	810 Champlin Ave., Berryville, AR, 72616	Proprietary Rights and Non-Disclosure Agreement	8/7/2015	8/7/2020
Eclipse Aerospace, Inc.	Dukes Aerospace, Inc.	Director Sales & Marketing	9060 Winnetka, Ave, Northridge, CA, 91324	Proprietary Rights and Non-Disclosure Agreement	2/26/2016	2/26/2021
Eclipse Aerospace, Inc.	Dynomax, Inc.	Dynomax, Inc.	1535 Abbott Drive, Wheeling, IL, 60090	Purchase Agreement - Machined Components and Assemblies	1/26/15	1/26/20

<b>Debtor</b>	<b>Counterparty</b>	<b>Notice Name at Counterparty</b>	<b>Counterparty Address</b>	<b>Contract Title</b>	<b>Contract Date or Effective Date</b>	<b>Contract Expiration Date</b>
Eclipse Aerospace, Inc.	Eaton Aerospace	Valerie Hampton	9650 Jeronimo Road, Irving, CA, 92618	Proprietary Rights and Non-Disclosure Agreement	11/6/2014	11/6/2024
Eclipse Aerospace, Inc.	Edward Kats & Associates	Edward Kats	511 South Maria Avenue Redondo Beach, CA 90277	Professional Services	2/29/2020	2/29/2023
Eclipse Aerospace, Inc.	Electrijet Flight Systems, Inc.	Devin Samuelson	23403 E. Mission, Suite 200E, Liberty Lake, WA, 99019	Proprietary Rights and Non-Disclosure Agreement	1/26/2015	1/26/2020
Eclipse Aerospace, Inc.	Emerald Aerospace Holdings, LLC	Ahmed Bashir	3800 South Oliver St., Wichita, KS, 67210	Proprietary Rights and Non-Disclosure Agreement	11/28/2017	8 years from last disclosure
Eclipse Aerospace, Inc.	Enaer(Empresa Nacional de Aeronautica de Chile	Jose Miguel Carrera	No 11087, El Bosque, Region Metropolitana, , ,	Proprietary Rights and Non-Disclosure Agreement	3/13/2015	3/13/2020
Eclipse Aerospace, Inc.	EnerSys Energy Products, Inc.	General Counsel	2366 Bernville Rd. , Reading , PA, 19605	Proprietary Rights and Non-Disclosure Agreement	11/11/2014	11/11/2019
Eclipse Aerospace, Inc.	Engineering & Scientific Innovations, Inc. (Phostrex)	General Counsel	4976 Provident Dr. , Cincinnati, OH, 45246	Proprietary Rights and Non-Disclosure Agreement	12/14/2010	12/14/2020
Eclipse Aerospace, Inc.	Enviro Systems, Inc.	Austin Parks	12037 Highway 99 North, Seminole , OK, 74868	Proprietary Rights and Non-Disclosure Agreement	8/17/2015	8/17/2020
Eclipse Aerospace, Inc.	Essex Industries, Inc.	Mitchell D. Waldman President	7700 Gravois Rd., St. Lewis, MO, 63123	Purchasing Agreement - Phostrex	5/3/12	5/3/20
Eclipse Aerospace, Inc.	Figeac Aero	Cyril Clarens	ZI de l'Aiguille, Figeac, , 46100	Proprietary Rights and Non-Disclosure Agreement	8/5/2014	8/5/2019
Eclipse Aerospace, Inc.	Fincham Mobile Storage	Lowell Fincham	5601 Wilshire NE, Albuquerque, NM 87113	Tooling storage	7/1/2015	Undetermined
Eclipse Aerospace, Inc.	Flight Data Systems, LTD	William Brankin	31 McGregors DU, Keilor Park, , Vic 3042	Proprietary Rights and Non-Disclosure Agreement	11/27/2014	11/27/2019
Eclipse Aerospace, Inc.	Franklin Products, Inc.	Mark Carlin	153 Water Street, Torrington, CT, 6790	Proprietary Rights and Non-Disclosure Agreement	8/13/2014	8/13/2019
Eclipse Aerospace, Inc.	Freudenberg-NOK, Inc.	Todd Blair	65 Spruce Street, Tillsonburg, ON, N6G 5C4	Proprietary Rights and Non-Disclosure Agreement	9/23/2014	9/23/2019

<b>Debtor</b>	<b>Counterparty</b>	<b>Notice Name at Counterparty</b>	<b>Counterparty Address</b>	<b>Contract Title</b>	<b>Contract Date or Effective Date</b>	<b>Contract Expiration Date</b>
Eclipse Aerospace, Inc.	Garmin International, Inc. / EAI	General Counsel	1200 East 151st Street, Olathe, KS, 66062	Proprietary Rights and Non-Disclosure Agreement	9/4/2014	9/4/2019
Eclipse Aerospace, Inc.	Garmin USA, Inc.	Carl Wolf	1200 E. 151st Street, Olathe, KS, 66062-3426	Purchase Agreement	1/25/10	12/31/19
Eclipse Aerospace, Inc.	Gill Corporation	Customer Service Manager	4056 Easy Street, El Monte, CA, 91731	Proprietary Rights and Non-Disclosure Agreement	2/13/2015	2/13/2020
Eclipse Aerospace, Inc.	GippsAero Pty LTD	Dr. Terry Miles	PO Box 881, Morwell, , VIC 3840	Proprietary Rights and Non-Disclosure Agreement	6/9/2011	6/9/2021
Eclipse Aerospace, Inc.	Global Marketing and Trade, LTD. Sti	Murat Dertli Erker	Kible St. No 5, , ,	Proprietary Rights and Non-Disclosure Agreement	4/7/2015	4/7/2020
Eclipse Aerospace, Inc.	Graco Supply Company	Jeffrey Hazelrigg	1001 Miller Ave., Fort Worth, TX, 76105	Proprietary Rights and Non-Disclosure Agreement	10/7/2015	10/7/2020
Eclipse Aerospace, Inc.	Great Migrations LLC	George E. Juras, PhD	7453 Katesbridge Ct., Dublin, OH, 43017	Proprietary Rights and Non-Disclosure Agreement	1/12/2016	1/12/2021
Eclipse Aerospace, Inc.	Green County Aircraft	Tony Dietz	1876 N. 106th Ave., Tulsa, OK, 74116	Proprietary Rights and Non-Disclosure Agreement	11/6/2014	11/6/2019
Eclipse Aerospace, Inc.	GROM Associates, Inc.	Robert Grom, President	1 Main Street, Flemington, NJ, 08822	Professional Services Agreement	7/30/19	8/30/20
Eclipse Aerospace, Inc.	GT Precision, Inc.	Christine Thompson	1629 West 132nd Street, Gardena, CA, 90249-2005	Proprietary Rights and Non-Disclosure Agreement	9/24/2014	9/24/2019
Eclipse Aerospace, Inc.	Haanah Co., Inc.	Michael Perez	2759 Concrete Ct., Paso Robles, CA, 93446	Proprietary Rights and Non-Disclosure Agreement	7/21/2014	7/21/2019
Eclipse Aerospace, Inc.	Harco LLC	Business Unit Manager	186 Cedar Street, Branford, CT, 6405	Proprietary Rights and Non-Disclosure Agreement	7/24/2014	7/24/2019
Eclipse Aerospace, Inc.	Harwood, John	Flight Systems Solutions	4482 Tremineer Ave., Burlington, ON, L7L 1H7	Proprietary Rights and Non-Disclosure Agreement	4/7/2015	4/7/2020

<b>Debtor</b>	<b>Counterparty</b>	<b>Notice Name at Counterparty</b>	<b>Counterparty Address</b>	<b>Contract Title</b>	<b>Contract Date or Effective Date</b>	<b>Contract Expiration Date</b>
Eclipse Aerospace, Inc.	Heads Up Technologies, Inc.	President	2033 Cennault Drive Ste. 100, Carrollton, TX, 75006	Proprietary Rights and Non-Disclosure Agreement	7/29/2014	7/29/2019
Eclipse Aerospace, Inc.	Honeywell International, Inc.	Contracts Management	23500 West 105th Street, Olathe, KS, 66061	Proprietary Rights and Non-Disclosure Agreement	8/13/2014	8/13/2019
Eclipse Aerospace, Inc.	Hughes Bros. Aircrafters, Inc.	Michael Hall	11010 Garfield Place, South Gate, CA, 90280	Proprietary Rights and Non-Disclosure Agreement	6/2/2015	6/2/2020
Eclipse Aerospace, Inc.	Hutchinson Aerospace & Indsutry, Inc.	Tom Prokey	4510 Vanowen Street, Burbank, CA, 91505	Proprietary Rights and Non-Disclosure Agreement	12/8/2014	12/8/2019
Eclipse Aerospace, Inc.	Hutchinson Aerospace & Industry, Inc.	Bryan Rossi	4510 Vanowen Street, Burbank, CA, 91505	Proprietary Rights and Non-Disclosure Agreement	5/13/2016	5/13/2021
Eclipse Aerospace, Inc.	HydroSolutions of Duluth, Inc.	Dan Larson	4845 Lackland St., Duluth, MN, 55811	Purchase Agreement - Sheet Metal & Machined Detail Parts and Assemblies	4/6/15	4/16/20
Eclipse Aerospace, Inc.	Innovative Solutions & Support, Inc.	Director, Contracts	720 Pennsylvania Drive, Exton, PA, 19341	Proprietary Rights and Non-Disclosure Agreement	8/4/2014	8/4/2019
Eclipse Aerospace, Inc.	Johnson Aero Group	John Johnson	1642 Vulcan St, El Cajon, CA, 92021	Proprietary Rights and Non-Disclosure Agreement	10/24/2014	10/24/2019
Eclipse Aerospace, Inc.	Klune Industries, Inc.	Director of Business Development	1800 N, 300 W, Spanish Foule, UT, 84660	Proprietary Rights and Non-Disclosure Agreement	7/22/2014	7/22/2019
Eclipse Aerospace, Inc.	KLX Aerospace Solutions	Leiza Minchella	10000 NW 15th Terrace, Miami, FL, 33172	Proprietary Rights and Non-Disclosure Agreement	8/11/2015	8/11/2020
Eclipse Aerospace, Inc.	Korry Electronics Co.	Hugo Hernandez	11910 Beverly Park Road, Everett, WA, 98204	Proprietary Rights and Non-Disclosure Agreement	2/17/2016	2/17/2021
Eclipse Aerospace, Inc.	Labinal, LLC	Director of Contracts	3790 Rusell Newman Blvd., Denton, TX, 76208	Proprietary Rights and Non-Disclosure Agreement	1/13/2016	1/31/2021
Eclipse Aerospace, Inc.	Lake Country Machining	Steven or Joshua Mikkelsen	1010 Lincoln Blvd., Manitowoc, WI, 54220	Proprietary Rights and Non-Disclosure Agreement	9/19/2014	9/19/2019

<b>Debtor</b>	<b>Counterparty</b>	<b>Notice Name at Counterparty</b>	<b>Counterparty Address</b>	<b>Contract Title</b>	<b>Contract Date or Effective Date</b>	<b>Contract Expiration Date</b>
Eclipse Aerospace, Inc.	Laser Industries, Inc	John Krickl	1351 Manhattan Ave, Fullerton, CA, 92831	Proprietary Rights and Non-Disclosure Agreement	9/22/2014	9/22/2019
Eclipse Aerospace, Inc.	Lean Manufacturing Group, LLC	Bryan Smith	29170 Avenue Penn, Valencia, CA, 91355	Proprietary Rights and Non-Disclosure Agreement	12/7/2015	12/7/2020
Eclipse Aerospace, Inc.	Lightning Diversion Systems, Inc.	Jack Schroeder President	16572 Burke Lane, Huntington Beach, CA, 92647	Letter of Agreement-Diverter Strip-Resistive	10/6/10	10/6/19
Eclipse Aerospace, Inc.	Lightwork Design, LTD	Managing Director	78 Clarkehouse Road, Sheffield, , S10 2LJ	Proprietary Rights and Non-Disclosure Agreement	4/22/2015	4/22/2020
Eclipse Aerospace, Inc.	LTX Software, Inc.	Keith Anderson	5403 Crowchild Trail NW, Calgary, , ABT3B421	Proprietary Rights and Non-Disclosure Agreement	1/12/2017	1/22/2022
Eclipse Aerospace, Inc.	Luminescent Systems, Inc.	Tom Supples	130 Commerce Way, East Aurora, NY, 14052	Proprietary Rights and Non-Disclosure Agreement	2/2/2016	2/2/2021
Eclipse Aerospace, Inc.	M2 Global Technology Ltd & M2 Global, Inc.	Douglas Carlberg	5714 Epsilon, San Antonio, TX, 78249	Proprietary Rights and Non-Disclosure Agreement	12/1/2014	12/1/2019
Eclipse Aerospace, Inc.	Manufacturing Technologies, Inc.	Charles Bulow	444 Tower Rd SW, Albuquerque, NM, 87121	Proprietary Rights and Non-Disclosure Agreement	10/15/2015	10/15/2020
Eclipse Aerospace, Inc.	Matthias Bark	Matthias Bark	9 Western Saddle Dr., Tijeras, NM, 87059	Professional Services Agreement	3/3/17	3/3/22
Eclipse Aerospace, Inc.	Maxine Nelson	Maxine Nelson	2600 Pine Flat Road, Santa Cruz, CA 95060	Professional Services Agreement	9/13/2018	9/13/2023
Eclipse Aerospace, Inc.	McDowell & Company	Ned Badir	1201 Commerce Drive, Richardson, TX, 75081	Proprietary Rights and Non-Disclosure Agreement	2/9/2015	2/9/2020
Eclipse Aerospace, Inc.	Mecaer Aviation Group S.p.A.	Armando Sassoli General Manager-Industrial Operations	Via Per Arona 46-28021, Borgamanero, ,	Purchase Agreement-Landing Gear	8/30/11	8/30/19
Eclipse Aerospace, Inc.	Mecaer Aviation Group S.p.A.	Director Contracts	5555 William-Price, Laval, Quebec, H7L 6C4	Proprietary Rights and Non-Disclosure Agreement	10/15/2014	10/15/2019



<b>Debtor</b>	<b>Counterparty</b>	<b>Notice Name at Counterparty</b>	<b>Counterparty Address</b>	<b>Contract Title</b>	<b>Contract Date or Effective Date</b>	<b>Contract Expiration Date</b>
Eclipse Aerospace, Inc.	Meggit-Oregon, Inc.	Patrick Schoonover	2010 Lafayette Ave, McMinnulif, OR, 97128	Proprietary Rights and Non-Disclosure Agreement	8/26/2015	8/26/2020
Eclipse Aerospace, Inc.	Meridican, Inc.	President	700 13th Street NW, Suite 1100, Washington, DC, 20005	Proprietary Rights and Non-Disclosure Agreement	10/22/2014	10/22/2019
Eclipse Aerospace, Inc.	Microturbo SAS	David Girardeau	8, Chemin du Pont de Rupe-BP 62089, Toulouse Cedex, , 31019	Proprietary Rights and Non-Disclosure Agreement	3/17/2015	3/17/2020
Eclipse Aerospace, Inc.	Midwest Occupational Health M.S., Inc.	Mirna Lopez	PO Box 2232, Aurora, IL, 60507	Substance Abuse Program Mngt Agreement	1/13/2016	
Eclipse Aerospace, Inc.	Missouri Metals	Sales/Estimating	9970 Page Blvd., St. Louis, MO, 63132	Proprietary Rights and Non-Disclosure Agreement	6/4/2015	6/4/2020
Eclipse Aerospace, Inc.	Mobile Medical Associates, LLC	Brian Jacobson	401 Alvarado Dr. SE, Suite F, Albuquerque, NM, 87108	Drug And Alcohol Screening Collection Agreement	11/8/2017	
Eclipse Aerospace, Inc.	Monetti, Antonio	Raffaele Antonio Monetti	610 Southwest Drive, Warrensburg, MO, 64093	Proprietary Rights and Non-Disclosure Agreement	9/25/2015	9/25/2020
Eclipse Aerospace, Inc.	Mosaic ATM, Inc.	Chris Stevenson	540 Fort Evans Road, Suite 300, Leesburg, VA, 20176	Proprietary Rights and Non-Disclosure Agreement	10/13/2014	10/13/2017
Eclipse Aerospace, Inc.	Mubadala Development Company PJSC		PO Box 45005, Abu Dhabi, ,	Proprietary Rights and Non-Disclosure Agreement	3/1/2012	Undetermined
Eclipse Aerospace, Inc.	Multicut A/S	Bettina Elkjer	Estlandsvej 2, Vildbjerg, , DK 7480	Proprietary Rights and Non-Disclosure Agreement	10/22/2016	10/22/2021
Eclipse Aerospace, Inc.	Nacelle Systems Consultancy LTD	Michael Thompson	10 Heron Road, Unit 3, Belfast, Northern Ireland, BT3 9LE	Proprietary Rights and Non-Disclosure Agreement	2/29/2016	2/29/2021
Eclipse Aerospace, Inc.	NavAero AB (Now Global Eagle Entertainment)	Hakan Norberg President	A N Biscayne Blvd. Ste. 1400, Miami, FL, 33132	Purchase Agreement-Diagnostic Storage Unit	10/3/11	10/3/19
Eclipse Aerospace, Inc.	navAero Avionics Ab		Förrädsgatan 4, Sundswall, , 856 33	Proprietary Rights and Non-Disclosure Agreement	8/13/2015	8/13/2020

<b>Debtor</b>	<b>Counterparty</b>	<b>Notice Name at Counterparty</b>	<b>Counterparty Address</b>	<b>Contract Title</b>	<b>Contract Date or Effective Date</b>	<b>Contract Expiration Date</b>
Eclipse Aerospace, Inc.	Networks Electronic Company, LLC	Tamara M. Christner	9750 Desoto Ave., Chatsworth, CA, 91311	Exclusivity Agreement	4/1/10	12/31/20
Eclipse Aerospace, Inc.	Networks Electronic Company, LLC	President	9750 Desoto Ave., Chatsworth, CA, 91311	Proprietary Rights and Non-Disclosure Agreement	2/24/2016	2/24/2021
Eclipse Aerospace, Inc.	Newark Corporation	Chris Binion	4801 N. Ravenswood Avenue, Chicago, IL, 60640	Proprietary Rights and Non-Disclosure Agreement	7/21/2014	can end anytime with written notice
Eclipse Aerospace, Inc.	Northstar Aerospace	Perry Flemmen	4212 Enterprise Circle, Duluth, MN,	Proprietary Rights and Non-Disclosure Agreement	7/29/2014	7/29/2019
Eclipse Aerospace, Inc.	OmniFab, LLC	COO	1316 W. Main St. , Auburn, WA, 98001	Proprietary Rights and Non-Disclosure Agreement	9/22/2014	9/22/2019
Eclipse Aerospace, Inc.	Orolia SAS	Kannad ELT	Z.I. des 5 Chemins, CS10028, Guidel, , 56520	Proprietary Rights and Non-Disclosure Agreement	8/3/2015	8/3/2020
Eclipse Aerospace, Inc.	Orschein Products, LLC	Jim Bradley	1177 N. Morley Street, Moberly, MO, 65270	Proprietary Rights and Non-Disclosure Agreement	10/9/2014	10/9/2019
Eclipse Aerospace, Inc.	OSECO	B. Sanderlin	1701 W. Tacoma, Broken Arrow, OK, 74012	Proprietary Rights and Non-Disclosure Agreement	8/20/2014	8/20/2019
Eclipse Aerospace, Inc.	Pacific Contours Corporation	John Stannard	5340 East Hunter Ave., Anaheim, CA, 92807	Proprietary Rights and Non-Disclosure Agreement	2/5/2016	2/5/2021
Eclipse Aerospace, Inc.	Parker Aricraft Wheel & Brake	Sandi Schickel	1160 Center Road, Avon, OH, 44011	Proprietary Rights and Non-Disclosure Agreement	10/29/2014	10/29/2019
Eclipse Aerospace, Inc.	Plane Vinyl, Inc.	Bud Newton	405 Pine Grove Way, Woodstock, GA, 30189	Proprietary Rights and Non-Disclosure Agreement	4/19/2015	4/19/2020
Eclipse Aerospace, Inc.	PMB Defense Pty Ltd	Stephen Faulkner	655 Mersey Road North Osborne, Adelaide, , SA 5017	Proprietary Rights and Non-Disclosure Agreement	6/9/2017	6/9/2022
Eclipse Aerospace, Inc.	Powill Manufacturing & Engineering, Inc.	Kevin Wolfe	21039 N. 27th Avenue, Phoenix, AZ, 85027	Proprietary Rights and Non-Disclosure Agreement	9/19/2014	9/19/2019

<b>Debtor</b>	<b>Counterparty</b>	<b>Notice Name at Counterparty</b>	<b>Counterparty Address</b>	<b>Contract Title</b>	<b>Contract Date or Effective Date</b>	<b>Contract Expiration Date</b>
Eclipse Aerospace, Inc.	PPG Industries, Inc.	- Barry Gillespie VP - David W. Ross c/o Babst & Calland	- One PPG Place, Pittsburgh, PA, - Two Gateway Center, Pittsburg, PA 15222	Purchasing Agreement- Transparencies	12/20/11	12/20/19
Eclipse Aerospace, Inc.	PPG Industries, Inc.	Ruth Ferhman	12780 San Fernando Rd., Sylmar, CA, 91342	Proprietary Rights and Non- Disclosure Agreement	9/1/2015	9/1/2020
Eclipse Aerospace, Inc.	Pratt & Whitney (United Technologies)	George Williams	1331 Park Plaza Drive, O'Fallon, IL, 62269	Proprietary Rights and Non- Disclosure Agreement	1/31/2014	30 days notice
Eclipse Aerospace, Inc.	Pratt Whitney Canada Corp.	Intellectual Property Counsel	1000 Boul. Marie- Victorin, Longueuil, QC, J4G 1A1 Canada	Proprietary Rights and Non- Disclosure Agreement	11/30/2015	
Eclipse Aerospace, Inc.	PRC-DeSoto International, Inc.	ASC Business Manager; Law Department	24811 Avenue Rockefeller; 12780 San Fernando Road, Valencia; Sylmar, CA; CA, 91355	Purchase Agreement Coatings and Sealants	12/1/13	12/1/20
Eclipse Aerospace, Inc.	Precision Fabrication, Inc.	President	9212 Susan Ave. SE, Albuquerque, NM, 87123	Proprietary Rights and Non- Disclosure Agreement	5/6/2015	5/6/2020
Eclipse Aerospace, Inc.	Prism Aerospace Group	S. Tan	13445 Estelle St. , Corona, CA, 92879	Proprietary Rights and Non- Disclosure Agreement	3/12/2015	3/12/2020
Eclipse Aerospace, Inc.	Product Development Machine, Inc.	Jon Pease	5471 Fawn Trail, Duluth, MN, 55811	Proprietary Rights and Non- Disclosure Agreement	12/2/2015	12/2/2020
Eclipse Aerospace, Inc.	Product Slingshot (Forecast 3D)	Larry Tinker	2221 Rutherford Rd., Carlsbad, CA, 92008	Proprietary Rights and Non- Disclosure Agreement	10/5/2016	30 days notice
Eclipse Aerospace, Inc.	Proto Labs, Inc.	Jacob Heilman	5540 Pioneer Creek Drive, Maple Plain, MN, 55359	Proprietary Rights and Non- Disclosure Agreement	4/27/2017	4/27/2022
Eclipse Aerospace, Inc.	PS Engineering, Inc.	Mark Scheuer President	9800 Martel Road, Lenoir City, TN, 37772	Purchase Agreement-Audio Control	9/29/11	9/29/19
Eclipse Aerospace, Inc.	PS Engineering, Inc.	VP Quality Systems	9800 Martel Road, Lenoir City, TN, 37772	Proprietary Rights and Non- Disclosure Agreement	7/29/2014	7/29/2019

<b>Debtor</b>	<b>Counterparty</b>	<b>Notice Name at Counterparty</b>	<b>Counterparty Address</b>	<b>Contract Title</b>	<b>Contract Date or Effective Date</b>	<b>Contract Expiration Date</b>
Eclipse Aerospace, Inc.	Put 'R Up, Inc.	Joe Baudendistel	1000 Navy Blvd., Pensacola, FL, 32507	Proprietary Rights and Non-Disclosure Agreement	11/2/2014	11/2/2019
Eclipse Aerospace, Inc.	Q.E.D., Inc.	Sales & Marketing Manager	2920 S. Halladay St. , Santa Ana, CA, 92705	Proprietary Rights and Non-Disclosure Agreement	8/7/2014	8/7/2019
Eclipse Aerospace, Inc.	Rair Maintenance	Stephan A Hanvey	15733 Fairchild Drive, Hangar 1, Clearwater, FL, 33762	Proprietary Rights and Non-Disclosure Agreement	4/7/2017	4/7/2022
Eclipse Aerospace, Inc.	Rammohan Meda	Rammohan Meda	8736 Eagle Springs Dr. NE, Albuquerque, NM, 87106	Professional Services Agreement	11/12/2018	11/12/2021
Eclipse Aerospace, Inc.	Ran-Tech Engineering & Aerospace, Inc.	Jason Ball	5516 SE International Way, Milwaukie, OR, 97222	Proprietary Rights and Non-Disclosure Agreement	7/23/2014	7/23/2019
Eclipse Aerospace, Inc.	Raytheon Company	Bruce Greenspon	no address on file, , ,	Proprietary Rights and Non-Disclosure Agreement	8/16/2017	not defined
Eclipse Aerospace, Inc.	RSA Engineered Products, LLC	Contracts Manager	110-A W. Cochran Street, Simi Valley, CA, 93065	Proprietary Rights and Non-Disclosure Agreement	1/13/2016	1/13/2021
Eclipse Aerospace, Inc.	Safran Electronics Canada Inc.	Serge Aurignac, Predident/CEO	2000 Fisher Drive, Peterborough, Ontario, ,	Purchase-Agreement-FADEC Cards	9/21/12	9/12/19
Eclipse Aerospace, Inc.	Sage-Popovich, Inc.	Nick Popovich	PO Box One, Valparaiso, IN, 46384-0001	Proprietary Rights and Non-Disclosure Agreement	10/29/2014	10/29/2019
Eclipse Aerospace, Inc.	SAIC (Science Applications International Corporation	Wendy Gosnell	1710 SAIC Drive, McLean, VA, 22102	Proprietary Rights and Non-Disclosure Agreement	3/6/2014	not defined
Eclipse Aerospace, Inc.	Sandia Aerospace	Dennis Schmidt	3700 Osuna Rd NE, Suite 711, Albuquerque, NM, 87109	Proprietary Rights and Non-Disclosure Agreement	2/12/2016	2/12/2021
Eclipse Aerospace, Inc.	Schultz Steel	VP Sales	5321 Firestone Blvd., South Gate, CA, 90280	Proprietary Rights and Non-Disclosure Agreement	6/20/2017	6/20/2022
Eclipse Aerospace, Inc.	Seamech International, Inc.	Business Administration	24 Greenway Plaza , STE 440, Houston, TX, 77046	Proprietary Rights and Non-Disclosure Agreement	9/4/2015	9/4/2020

<b>Debtor</b>	<b>Counterparty</b>	<b>Notice Name at Counterparty</b>	<b>Counterparty Address</b>	<b>Contract Title</b>	<b>Contract Date or Effective Date</b>	<b>Contract Expiration Date</b>
Eclipse Aerospace, Inc.	Sean Higgins	Sean Higgins	3901 Deepwood St, Colleyville, TX, 76034	Professional Services Agreement	10/12/2018	10/12/2023
Eclipse Aerospace, Inc.	Senior Aerospace BWT	David Beavan	Adlington Business Park Adlington, Macclesfield, Cheshire, , SK-10-4NL	Purchase Agreement- Mufflers & Flexible Ducting	2/27/12	2/27/19
Eclipse Aerospace, Inc.	Senior Aerospace BWT	Business Development Manager	Adlington Business Park Adlington, Macclesfield, , SK10 4NL	Proprietary Rights and Non-Disclosure Agreement	8/5/2014	8/5/2019
Eclipse Aerospace, Inc.	Senor Systems, Inc.	Contracts Department	8929 Fullbright Avenue, Chatsworth, CA, 91311	Proprietary Rights and Non-Disclosure Agreement	2/25/2015	2/25/2020
Eclipse Aerospace, Inc.	ServiceMaster Commerical Cleaning Services	Davis Moore	445 Gundersen Drive, Carol Stream, IL 60188	SERVICEMASTER CONTRACT CLEANING SERVICES AGREEMENT	2/28/2019	2/28/2020
Eclipse Aerospace, Inc.	Sherwin-Williams Company	Chip Mullins	4440 Warrensville Center Road, Warrensville Heights, OH, 44128	Proprietary Rights and Non-Disclosure Agreement	10/15/2015	10/15/2020
Eclipse Aerospace, Inc.	Shuttle Aerospace, Inc.	Clovis S. Ribas	2106 E. Industrial St., Wichita, KS, 67216	Proprietary Rights and Non-Disclosure Agreement	10/9/2014	10/9/2019
Eclipse Aerospace, Inc.	Siemens Product Lifecycle Management Software, Inc.	Jester Daniel	5800 Granite Parkway, Suite 600, Plano, TX, 75024	Proprietary Rights and Non-Disclosure Agreement	4/24/2015	4/24/2020
Eclipse Aerospace, Inc.	Sierra Peaks Corp	COO	8436 Washington Pl. NE, Albuquerque, NM, 87113	Proprietary Rights and Non-Disclosure Agreement	2/24/2016	2/24/2021
Eclipse Aerospace, Inc.	SIMCOM International, Inc.	President	6989 Lee Vista Blvd., Orlando, FL, 32822	EXCLUSIVE ECLIPSE 500 TRAINING SERVICES AGREEMENT	3/16/10	3/16/20
Eclipse Aerospace, Inc.	Skurka Aerospace, Inc.	Casey Birmingham	4600 Calle Bolero, Camarillo, CA, 93011-2869	Proprietary Rights and Non-Disclosure Agreement	8/5/2015	8/5/2020
Eclipse Aerospace, Inc.	SolAero Technologies, Corp.	SolAero	10420 Research Road S.E., Albuquerque, NM, 87123	Proprietary Rights and Non-Disclosure Agreement	4/19/2018	4/19/2021

<b>Debtor</b>	<b>Counterparty</b>	<b>Notice Name at Counterparty</b>	<b>Counterparty Address</b>	<b>Contract Title</b>	<b>Contract Date or Effective Date</b>	<b>Contract Expiration Date</b>
Eclipse Aerospace, Inc.	Solid Design, Inc.	Brett Cockreham	7113 Lantern NE, Albuquerque, NM, 87109	Proprietary Rights and Non-Disclosure Agreement	7/28/2014	7/28/2019
Eclipse Aerospace, Inc.	Sonaca Montreal, Inc.	Paul Stafiej	13075 Brault, St. Janvier, Mirabel, Quebec, , J7J 1P3	Proprietary Rights and Non-Disclosure Agreement	12/2/2014	12/2/2019
Eclipse Aerospace, Inc.	Source Consulting	Rich Harvey	3333 Michelson Drive, Suite 670, Irvine, GA, 92612	Proprietary Rights and Non-Disclosure Agreement	2/20/2014	2/20/2019
Eclipse Aerospace, Inc.	South Bay Circuits, Inc.	Scott Moyer	99 N. McKerny Avenue, Chandler, AZ, 85226	Proprietary Rights and Non-Disclosure Agreement	9/28/2017	9/28/2022
Eclipse Aerospace, Inc.	Stratos Aircraft	Carsten Sundin	252 SE Franklin Ave., Redmond, OR, 97756	Proprietary Rights and Non-Disclosure Agreement	7/4/2017	7/4/2022
Eclipse Aerospace, Inc.	Suburban Properties, LLC	Tim Ryan	340 Renner Drive, Elgin, IL 60123	Lease	4/23/2018	4/30/2021
Eclipse Aerospace, Inc.	Symetrics Industries dba Extant Aerospace	Customer Service Manager	1615 West NASA Blvd., Melbourne, FL, 32901	Proprietary Rights and Non-Disclosure Agreement	9/18/2015	9/18/2020
Eclipse Aerospace, Inc.	Systems Studies & Simulation, Inc.	Jackie Hicks	615 Discovery Drive, Huntsville, AL, 35806	Proprietary Rights and Non-Disclosure Agreement	2/14/2014	20/14/2019
Eclipse Aerospace, Inc.	Systima Technologies	Darrel Morris	10809 120th Avenue NE, Kirkland, WA, 98033	Proprietary Rights and Non-Disclosure Agreement	1/8/2015	1/8/2020
Eclipse Aerospace, Inc.	T&R Precision Engineering LTD	Tim Maddison VP	Lowther Lane , Foulridge, Colne, Lancashire, 388-7JY	Purchasing Agreement-Machined Components and Assemblies	11/2/15	11/2/20
Eclipse Aerospace, Inc.	TacAir Global, LLC	Linda Bourgeois	14505 Mount Anderson, Reno, NV, 89506	Proprietary Rights and Non-Disclosure Agreement	6/29/2015	6/29/2020
Eclipse Aerospace, Inc.	Tamagawa Seiki Co., Ltd	Norifumi Hogimoto President	1879 Hhyasumi Iida-City, Nagano Pref., , 395-5427	Purchase Agreement- Actuators	9/19/11	9/19/19
Eclipse Aerospace, Inc.	TEXSTARS, LLC	Christopher Hamel	802 Avenue J East, Grand Prairie, TX, 75053	Proprietary Rights and Non-Disclosure Agreement	7/21/2014	7/21/2019

<b>Debtor</b>	<b>Counterparty</b>	<b>Notice Name at Counterparty</b>	<b>Counterparty Address</b>	<b>Contract Title</b>	<b>Contract Date or Effective Date</b>	<b>Contract Expiration Date</b>
Eclipse Aerospace, Inc.	The Bryan Company, Inc.	Kelly Allan Dunagan	18092 Redondo Circle, Huntington Beach, CA, 92648	Proprietary Rights and Non-Disclosure Agreement	6/12/2015	6/12/2020
Eclipse Aerospace, Inc.	The Rockhill Group, Inc.	Peter Rockhill	3200 Gulf Breeze Parkway, Gulf Breeze, FL, 32563	Proprietary Rights and Non-Disclosure Agreement	10/8/2014	10/8/2019
Eclipse Aerospace, Inc.	TICHITCO, Inc.	President	1375 Seaboard Industrial Blvd, Atlanta, GA, 30318	Proprietary Rights and Non-Disclosure Agreement	1/13/2016	1/13/2021
Eclipse Aerospace, Inc.	TIGHITCO LatinoAmerica SA DE CV	Humberto Santiago Martens	AV Comision Federal de Electricidad 635, Zona Industrial del Pososi, San Luis Potosi SLP MX, , 78395	Proprietary Rights and Non-Disclosure Agreement	10/23/2015	10/23/2020
Eclipse Aerospace, Inc.	TLG Aerospace, LLC	President	1700 Westlake Avenue North, Suite 430, Seattle, WA, 98109	Proprietary Rights and Non-Disclosure Agreement	1/12/2016	1/12/2021
Eclipse Aerospace, Inc.	TLG Aerospace, LLC And Luninescent Systems, Inc.	To TLG: Steve Muenzbert To LSI: Tom Supples	To TLG: 1700 Westlake Avenue North, Suite 430 To LSI: 130 Commerce Way, To TLG: Seattle To LSI: East Aurora, To TLG: WA To LSI: NY , To TLG: 98109 To LSI: 14052	Three Way Proprietary Rights and Non-Disclosure Agreement	3/2/2016	3/2/2021
Eclipse Aerospace, Inc.	Todd Brodeur	Todd Brodeur	2913 Mesilla st. NE, Albuquerque, NM 87110	Professional Services	10/2/2019	10/2/2022
Eclipse Aerospace, Inc.	Trinity Aerospace Corp.	Kofi Bannerman-Maxwell	7017 Fir Tree Drive, Mississauga, Ontario, , L5S 1V7	Proprietary Rights and Non-Disclosure Agreement	9/15/2014	9/15/2019
Eclipse Aerospace, Inc.	Tri-Space World, Inc.	Justin Kang	Sungwood Building, 11th Floor, Unit 3, Mapo-Daero 49, Mapo- gu, Seoul, , 121-715	Proprietary Rights and Non-Disclosure Agreement	6/22/2015	6/22/2020
Eclipse Aerospace, Inc.	Triumph Thermal Systems - Maryland	Gary J. Francis	540 Highland Street, Frederick, MD, 21701	Proprietary Rights and Non-Disclosure Agreement	3/10/2016	3/10/2021

<b>Debtor</b>	<b>Counterparty</b>	<b>Notice Name at Counterparty</b>	<b>Counterparty Address</b>	<b>Contract Title</b>	<b>Contract Date or Effective Date</b>	<b>Contract Expiration Date</b>
Eclipse Aerospace, Inc.	Trusted Aerospace & Engineering	Sales	17801 N. Black Canyon Hwy, Phoenix, AZ, 85023	Proprietary Rights and Non-Disclosure Agreement	6/12/2015	6/12/2020
Eclipse Aerospace, Inc.	TWI Ltd	Andrew Carey	Granta Park, Great Abington, , CB21 6AL	Proprietary Rights and Non-Disclosure Agreement	12/4/2014	12/4/2018
Eclipse Aerospace, Inc.	Universal Aerospace Co	Jeff Pettit	18640 59th Drive NE, Arlington, WA, 98223	Proprietary Rights and Non-Disclosure Agreement	9/1/2016	9/1/2021
Eclipse Aerospace, Inc.	Universal Alloy Corporation	Nancy Newmyer	2871 John Ball Way, Anaheim, CA, 92806	Proprietary Rights and Non-Disclosure Agreement	10/20/2015	10/20/2020
Eclipse Aerospace, Inc.	UTC Aerospace, Inc.	Jeff Mueller	14300 Judicial Road, Burnsville, MN, 55306	Proprietary Rights and Non-Disclosure Agreement	4/13/2016	4/13/2021
Eclipse Aerospace, Inc.	Vac Developments	Bill Hristovski	2270 Bristol Circle, Oakville Ontario, , L6A 5S3	Proprietary Rights and Non-Disclosure Agreement	9/23/2014	9/23/2019
Eclipse Aerospace, Inc.	Valco, Inc.	Roger Valdez	4524 Enterprise Place, Oklahoma City, OK, 73128	Proprietary Rights and Non-Disclosure Agreement	6/3/2015	6/3/2020
Eclipse Aerospace, Inc.	Valley Precision Metal Products	Contracts Administration	27771 Avenue Hopkins, Valencia, CA, 91355	Proprietary Rights and Non-Disclosure Agreement	9/23/2014	9/23/2019
Eclipse Aerospace, Inc.	ViaSat, Inc.	Tim Harrington	6155 El Camino Real, Carlsbad, CA, 92009	Proprietary Rights and Non-Disclosure Agreement	1/19/2016	1/19/2021
Eclipse Aerospace, Inc.	Waltonen Engineering, Inc.	Beth McReynolds	31330 Mound Road, Warren, MI, 48092	Proprietary Rights and Non-Disclosure Agreement	9/22/2015	9/22/2020
Eclipse Aerospace, Inc.	WELLS FARGO VENDOR FINANCIAL SVCS LLC	ATTN BANKRUPTCY	PO BOX 13708, MACON, GA, 31208	Lease Agreement invoices; Claim #42	9/11/2012	8/15/2016
Eclipse Aerospace, Inc.	Wesco Aircraft Hardware Corp. (already on sheet)	Bert Wilson	1817 S. Horne, Suite 13, Mesa, AZ, 85204-6526	Proprietary Rights and Non-Disclosure Agreement	7/31/2014	7/31/2019
Eclipse Aerospace, Inc.	Zodiac Oxygen Systems US (Avox Systems, Inc.)	Contracts Manager	225 Erie Street, Lancaster, NY, 14086	Proprietary Rights and Non-Disclosure Agreement	5/27/2015	5/27/2020



**Schedule 5.2**

**Notices, Filings and Consents**

Federal Aviation Administration in connection with the New Certificates.

**Schedule 5.3(a)**

**Conflicts With Organizational Documents**

None.

**Schedule 5.3(b)**

**Consents**

None.

**Schedule 5.3(c)**

**Compliance Exceptions**

ERISA violation in 2017 due to a portion of BCBS NM self-insured medical claims going unpaid, as part of the Company's benefits plan. The amount has since been written off by BCBS NM and there has been no contact with DOL EBSA since chapter 11 filing.

**Schedule 5.3(d)**

**Aircraft Certificates**

1. FAA Aircraft Type Certificate, No. A00002AC, issued to Eclipse Aerospace Inc. by Michele M. Owsley, Manager of Airplane Certification Office, ASW the Department of Transportation, Model EA 500, reissued date of December 11, 2017, and by Bruce E. Cain, Manager, Southwest MIO Branch AR-880, Department of Transportation.
2. FAA Air Agency Certificate, No. 3BGR313B, issued to Eclipse Aerospace Inc. by Luanne Wills-Merrell, Manager Dupage, FSDO, Department of Transportation, issued October 8, 2009 (Repair Stations).
3. FAA Air Agency Certificate, No. 1EOR539B, issued to Eclipse Aerospace Inc. by John M. Wensel, Manager, AFG-200-SW-01, Department of Transportation, reissued November 3, 2017 (Repair Stations).
4. FAA Production Certificate, No. 550SW, issued to Eclipse Aerospace Inc. by Bruce E. Cain, Manager, Southwest MIO Branch AR-880, Department of Transportation, reissued November 3, 2017.
5. FAA Production Certificate, No. PC-550SW, issued to Eclipse Aerospace Inc. by Bruce E. Cain, Manager, Southwest MIO Branch AR-880, Department of Transportation, reissued December 11, 2017.
6. Revised Type Certificate for Model EA500, identified as NBR: EASA.IM.A.171 issued to Eclipse Aerospace, Inc., on November 13, 2009 with major change approval on November 18, 2015 by the European Union Aviation Safety Agency.

**Schedule 5.4**  
**Brokers and Finders**

Duff & Phelps Securities, LLC

## **Schedule 5.6**

### **Purchased Intellectual Property**

1. All Intellectual Property embodied or incorporated in the FAA Type Certificate A00002AC for Eclipse Model EA500 and any derivative Type Certificates, e.g. EASA Type Certificate EASA.IM.A.171 for Eclipse Model 500. This Intellectual Property includes, but is not limited to: Eclipse 500/550 design data (CAD models), drawings, design concepts, specifications, processes, test plans, test reports, certification documents, bills of materials, patents, trademarks, formulas, technologies, know-how, data, discoveries, software (source or object code), analysis methods, algorithms, flight test processes and procedures, flight test data, master minimum equipment list (MMEL), dispatch deviation guide (DDG), wiring diagrams, confidential information, trade secrets, inventions or other proprietary or intellectual property, and any improvements or derivative works thereto.
2. Seller owned business information located on the SAP servers, Window file shares, laptop and desktop local hard disk drives and solid state drives, and hard copies, computer programs, Corridor servers, Google Drive storage, Amazon Web Services, TeamCenter, Siemens NX, IBM Rational Tool Suite, and any other location Seller owned Intellectual Property reside: all to include, but not be limited to: work instructions, work orders, purchase orders, quotations, proposals, inventory records, material cost, receiving records, inspection plans, inspection records, marketing plans, sales plans, customer lists, business plans, business strategy, financial records, modification bulletins, service bulletins, service information records, aircraft maintenance computers and software, production equipment drawings, specifications and designs, quality system, aircraft flight manuals, aircraft maintenance manuals, repair station manual, maintenance request forms, service compliance data, service records, pricing data and history, contracts, technical data subscription lists, supplier records, approved supplier lists, quality records, supplier portal information, diagnostic storage data, aircraft data downloaded from the data storage units, aircraft data analysis software and any and all Seller owned business intellectual property and know how.
3. Eclipse model 500 flight simulators including, but not limited to: design and software, aircraft system simulators including, but not limited to wing, engine, fuel and etc.
4. The following page represent the registered trademarks:

030660-00004-035	ECUPSE	Canda	Registered	1067263	7/17/2000	TMA709226	3/10/2008	
030660-00004-037	ECLIPSE	China	Registered	3289043	8/28/2002	3289043	8/28/2003	
030660-00004-038	ECUPSE	European Union	Registered	1757145	7/14/2000	1757145	9/21/2001	
030660-00004-043	ECLIPSE	European Union	Registered	14904551	12/14/2015	14904551	4/18/2016	
030660-00004-039	ECLIPSE	India	Pending	1701261	6/19/2008			
030660-00004-040	ECLIPSE	New Zealand	Registered	738429	11/9/2005	738429	5/11/2006	
030660-00004-042	ECLIPSE	United States	Registered	75/899,693	1/20/2000	3557904	1/6/2009	
030660-00004-041	ECLIPSE	Uruguay	Registered	370.856	5/12/2006	370.856	2/21/2013	
030660-00004-036	ECLIPSE (Chinese Characters)	China	Registered	3346378	10/24/2002	3346378	11/7/2003	
030660-00004-048	ECLIPSE 500	New Zealand	Registered	738430	11/9/2005	738430	5/11/2006	
030660-00004-060	ECLIPSE 550	Brazil	Registered	907892191	7/27/2014	907892191	1/3/2017	
030660-00004-061	ECLIPSE 550	Canada	Registered	1,682,981	6/26/2014	TMA974604	1/28/2017	
030660-00004-063	ECLIPSE 550	United States	Registered	86/160,802	1/8/2014	4579853	8/5/2014	
030660-00004-062	ECLIPSE 550	International Bureau (WIPO)	Registered	A0043475	6/26/2014	1212173	6/26/2014	Registered Countries: Austrillia, China, European Union, India, Mexico, New Zealand and Turkey
030660-00004-055	ECUPSE AEROSPACE	Brazil	Registered	830599037	5/11/2010	830599037	3/5/2013	
030660-00004-058	ECLIPSE AEROSPACE	International Bureau (WIPO)	Registered	A0019132	3/19/2010	1034438	3/19/2010	Registered Countries: Austrillia, China, European Union and Turkey
030660-00004-057	ECUPSE AEROSPACE	India	Registered	1943105	3/29/2010	1943105	3/29/2010	Provisional Refusal: Russian Federation
030660-00004-054	ECLIPSE AEROSPACE	Mexico	Registered	1088201	5/10/2010	1236291	9/5/2011	
030660-00004-056	ECUPSE AEROSPACE	Mexico	Registered	1088202	5/10/2010	1162562	6/8/2010	
030660-00004-059	ECLIPSE AEROSPACE	United States	Registered	77/949,284	3/3/2010	4301693	3/12/2013	
030660-00004-045	ECUPSE AVIATION	Australia	Registered	998230	4/15/2004	998230	8/14/2006	
030660-00004-053	ECLIPSE AVIATION and Design	Australia	Registered	998221	4/15/2004	998221	8/14/2006	
030660-00004-049	Miscellaneous Design	Canada	Registered	1,092,876	2/14/2001	TMA709233	3/11/2008	
030660-00004-050	Miscellaneous Design	European Union	Registered	2087492	2/14/2001	2087492	7/12/2002	
030660-00004-051	Miscellaneous Design	New Zealand	Registered	'738431	11/9/2005	738431	12/14/2006	
030660-00004-052	Miscellaneous Design	United States	Registered	76/109,711	8/15/2000	2992733	9/6/2005	
030660-00004-044	PHOSTREX	United States	Registered	78/635,580	5/23/2005	3469367	7/15/2008	
030660-00004-065	TOTAL ECLIPSE PLUS	United States	Registered	86/631,079	5/15/2015	4874053	12/22/2015	



6. The following two pages represent the Seller's patent portfolio:

FILE #	TITLE	COUNTRY	STATUS	SERIAL NO.	FILING DATE	PATENT NO.	GRANT DATE
030660-00004-009	Fire suppression system	Japan	Issued	2011-247094	11/11/2011	6026735	10/21/2016
030660-00004-010	Fire suppression system	Japan	Issued	2013-163770	8/7/2013	5628980	10/10/2014
030660-00004-013	Fire suppression system	Republic of Korea	Issued	10-2007-7015807	1/12/2006	10-1502161	3/6/2015
030660-00004-001	Fire suppression systems	Australia	Issued	2006204755	1/12/2006	2006204755	4/26/2012
030660-00004-002	Fire suppression systems	Canada	Issued	2591669	1/12/2006	2591669	3/19/2013
030660-00004-003	Fire suppression systems	China	Issued	20068000223 6.2	1/12/2006	20068000223 6.2	1/23/2013
030660-00004-004	Fire suppression systems	China	Issued	20121010383 3.1	1/12/2012	20121010383 3.1	5/6/2015
030660-00004-006	Fire suppression systems	Hong Kong	Pending	8105868.0			
030660-00004-007	Fire suppression systems	Israel	Issued	183869	1/12/2006	183869	11/1/2011
030660-00004-008	Fire suppression systems	Japan	Issued	2007-551432	1/12/2006	5389359	10/18/2013
030660-00004-011	Fire suppression systems	Macao	Issued	J/1828	1/12/2006	J/001828	11/12/2015
030660-00004-012	Fire suppression systems	Russian Federation	Issued	20070130445	1/12/2006	2389521	5/20/2010
030660-00004-015	Fire suppression systems	United States	Issued	11/331,524	1/12/2006	7757776	7/20/2010
030660-00004-016	Fire suppression systems	United States	Issued	11/929,743	10/30/2007	9283415	3/15/2016
030660-00004-017	Fire suppression systems	United States	Issued	14/451,283	8/4/2014	9550081	1/24/2017
030660-00004-018	Fire suppression systems	United States	Issued	15/411,079	1/20/2017	10118058	11/6/2018
030660-00004-019	Fire suppression systems	United States	Pending	16/181,302	11/5/2018		
030660-00004-020	Fire suppression systems	United States	Issued	11/427,783	6/29/2006	7726409	6/1/2010
030660-00004-021	Fire suppression systems	United States	Issued	11/456,548	7/10/2006	7886836	2/15/2011
030660-00004-069	Fire suppression systems	European Patent Office	Pending	19155723.0			
030660-00004-028	Method of Welding, by Using for Example Friction Stir Welding, Surfaces with Polymers Sealant and Welded Structure	Israel	Issued	166643	8/5/2003	166643	2/1/2011
030660-00004-034	Welded Joints with Polymer Sealant	United States	Issued	10/635,829	8/5/2003	7225966	6/5/2007

7. Following is Seller's registered copyright portfolio:

FILE #	TITLE	COUNTRY	STATUS	APPLICATION NO.	FILING DATE
030660-00004-066	Pilot's Operating Handbook and FAA Approved Airplane Flight Manual EA 500 with Avio NG, Revision 3	United States	Registered	TX 7-364-018	11/10/2010
030660-00004-067	EA500 with Avio NG Quick Reference Handbook, Revision 3	United States	Registered	TX 7-364-358	11/10/2010
030660-00004-068	EA500 Checklist Avio NG	United States	Registered	TX 7-362-279	11/10/2010

8. Following are Seller's internet domain names:

[eclipseaerospace.aero](#), [phostrex.com](#), [eclipseaerospace.cc](#), [eclipseaircraftbrokerage.com](#), [eclipsegroundschool.com](#), [eclipse.aero](#), [eclipseaerospace.net](#), [eclipseaviation.com](#), [eclipseaviation.net](#), [myeclipse.net](#)

**Schedule 5.7**

**Litigation**

1. *Jinggong (Beijing) General Aviation Co., Ltd. v. ONE Aviation Corporation*, Adv. No. 19-50196 (CSS) (Bankr. D. Del. May 6, 2019). Bankruptcy court has jurisdiction over this adversary proceeding.
2. *Neelu Aviation, LLC v. Boca Aircraft Maintenance, LLC and ONE Aviation Corp.*, Case No. 9:18-cv081445-BB, in the United States District Court of the Southern District of Florida.
3. *Henry Orlosky, et al. v. Eclipse Aerospace, Inc., et al.*, Case No. D-202-CV-201800560, in the Second Judicial District Court of the county of Bernalillo, New Mexico.
4. *Klune Industries, Inc.*, No. D-202-CV-2017-02887, in the State of New Mexico, Bernalillo County Second Judicial District.
5. *ONE Aviation Corporation v. Gould*, Adv. No. 19-50192 (CSS) (Bankr. D. Del. Apr. 16, 2019). Former employee action filed in Second Judicial District Court, State of New Mexico County of Bernalillo. Bankruptcy Court has jurisdiction over this former employee action.

**Schedule 5.9(a)**

**Tax Return Filings; Extensions of Time**

*Tax Return Filings*

1. The Company has not filed federal or state income tax returns for the years ended 2018 or 2019, and tax returns for the year ended 2020 are not yet due.
2. The Company has not filed franchise taxes in any jurisdiction other than New Mexico for the years ended 2019 and 2020.
3. The Company has not filed franchise taxes in Delaware for the year ended 2018.

*Extensions of Time*

None.

**Schedule 5.9(b)**

**Payment of Taxes**

1. The Company currently owes approximately \$2,000 in state income taxes through 2017.
2. The Company currently owes sales and use taxes of approximately \$5,000 for 2019 and approximately \$300 for 2020.
3. The Company owes \$54 in the State of New Mexico for 2018 franchise taxes
4. The Company currently owes approximately \$19,000 in the State of California for 2018 franchise taxes.
5. The Company owes property taxes of approximately \$7,000 for 2017, and approximately \$82,000 and \$77,000 for 2019 and 2020, respectively, of which the applicable tax jurisdictions has asserted liens against the assets of the Company for such taxes.
6. There is approximately \$145,000 in deferred social security/Medicare due by December 31, 2020 related to deferrals allowed under 2020 Cares Act.

**Schedule 5.9(e)**

**Material Tax Proceedings**

1. Liens have been asserted against the Company's assets by Bernalillo County for the property taxes referenced in Schedule 5.9(b) above.

**Schedule 5.9(g)**

**Tax Sharing Agreements and Liabilities**

1. As referenced in Schedules 5.9(b) and 5.9(e) above, liens have been assessed against the Company's assets for approximately \$159,000 in the aggregate.

**Schedule 5.9(h)**

**Sales, Use, and Similar Taxes**

1. The Company currently owes approximately \$5,000 for 2019 and approximately \$300 for 2020 as referenced in Schedule 5.9(b) above.



**Schedule 5.10(a)**

**Exception to Authority to Sell Eclipse Aircraft**

1. Due to unpaid rents at all Company locations, there is a likelihood that warehouseman liens may have already arisen, the value of which is unknown.

**Schedule 5.10(b)**

**Exception to Good Title to Eclipse Aircraft**

1. Due to unpaid rents at all Company locations, there is a likelihood that warehouseman liens may have already arisen, the value of which is unknown.

**Schedule 6.4**

**Consents Related to Purchaser**

None.