**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:	Chapter 11
RAS DATA SERVICES, INC.,[1]	Case No. 25-11837
Debtor.	Honorable Michael B. Slade

ORDER (A) APPROVING THE SALE OF SUBSTANTIALLY ALL OF THE ASSETS OF THE DEBTOR FREE AND CLEAR OF ENCUMBRANCES; (B) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (C) GRANTING RELATED RELIEF

Upon consideration of the motion dated September 29, 2025 [Dkt. No. 128] (the "Motion") of the above-captioned debtor and debtor-in-possession (the "Debtor"), for, *inter alia,* entry of an order (this "Sale Approval Order") (A) approving the sale (the "Sale") of substantially all of the Debtor's assets free and clear of all Encumbrances, pursuant to sections 105, 363 and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq*. (as amended, the "Bankruptcy Code"), and Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"); (B) authorizing the assumption and assignment of the Assumed Contracts identified by the Purchaser and more fully described in that certain Asset Purchase Agreement dated December ___, 2025 attached hereto as Exhibit A and expressly incorporated herein (the "Asset Purchase Agreement") by and between the Debtor as "Seller" thereunder and AllTranstek, L.L.C., a Nevada limited liability company, as buyer (the "Purchaser") for the purchase of the Sale Assets; and (C) granting related relief; and the Debtor, after consultation with the official committee of unsecured creditors appointed in the Chapter 11 Case (hereafter defined) on August

[1] The last four digits of the federal employer identification number of RAS Data Services, Inc. are 4032.

15, 2025 (the "Committee", and together with the Committee's financial advisor, Oxford Restructuring Advisors, the "Consultation Parties"), having determined that the Purchaser made the highest and best offer for the Sale Assets; and the Bankruptcy Court (the "Court") having previously entered that certain Order on October 9, 2025 [Dkt. No. 146] (the "Sale Procedures Order") setting forth the underlying process (the "Sale Process") for the marketing of the Sale Assets, the solicitation of bids and the approval and consummation of the ultimate Sale; and the Sale Procedures Order having incorporated the accompanying bidding procedures (the "Approved Bidding Procedures"), and the "Assumption Notice" attached respectively as Exhibits A-B thereto; and the Court having conducted a hearing on December 18, 2025 (the "Sale Hearing"), to consider the approval of the Sale Assets to the Purchaser under the Asset Purchase Agreement; and the Court having reviewed: (a) the Motion, (b) the Sale Procedures Order, (c) all objections to the relief sought in the Motion, including to the assumption of the Assumed Contracts (the "Sale Objections"), (d) the manner of resolution of certain of the Sale Objections as announced on the record at the Sale Hearing, (e) the arguments of counsel made, and (f) the evidence proffered or adduced at the Sale Hearing; and it appearing that the relief requested in the Motion is in the best interests of the Debtor, its estate and its creditors, and other parties in interest; and upon the record of the Sale Hearing and the Chapter 11 Case; and after due deliberation thereon; and good cause appearing therefor. Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Asset Purchase Agreement.

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Fed. R. Bankr. P. 7052. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent 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. The Court's findings and conclusions shall also include any oral findings of fact and conclusions of law made by the Court on the record during or at the conclusion of the Sale Hearing, which findings and conclusions are expressly incorporated herein.

B. **Jurisdiction and Venue**. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. § 157 and 1334, and this matter is a core proceeding pursuant to, *inter alia*, 28 U.S.C. § 157(b)(2)(A) and § 157(b)(2)(N). Venue of this case and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. **Statutory Predicates**. The statutory predicates for the relief sought in the Motion are sections 105(a), 363 and 365 of the Bankruptcy Code, and Rules 2002, 6004, 6006 and 9014 of the Bankruptcy Rules.

D. **Final Sale Approval Order**. This Sale Approval Order constitutes a final 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 Rule of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court finds that there is no just reason for delay in the implementation of this Sale Approval Order, and directs entry of judgment as set forth herein. No appeal, motion to reconsider, or similar pleading has been filed with respect to the Sale Procedures Order, and the Sale Procedures Order is a final order of the Court, has not been vacated, withdrawn, rescinded, or amended, and remains in full force and effect.

E. **Petition Date**. On August 1, 2025 (the "Petition Date"), the Debtor commenced these proceedings by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the "Chapter 11 Case").

F. **Retention of Investment Banker**. On September 12, 2025, the Court entered that certain *Order Granting Application of the Debtor to Employ Livingstone Partners, LLC as Investment Bankers* ("Livingstone") pursuant to that certain Engagement Agreement between the Debtor and Livingstone dated as of August 28, 2025 ("Livingstone Engagement Agreement"), to market and solicit offers to purchase the Sale Assets [Dkt No. 110] (the "Livingstone Retention Order").

G. **Sale Assets**. The Sale Assets consist of the assets and property of the estate of the Debtor as specifically described in the Asset Purchase Agreement, but not the Excluded Assets.

H. **Entry of Sale Procedures Order**. The Sale Procedures Order: (i) authorized and approved the Approved Bidding Procedures; (ii) authorized the Debtor to file a form asset purchase agreement against which bidders could revise as appropriate and submit their bids; (iii) scheduled an auction (the "Auction") and the Sale Hearing; (iv) established procedures for the assumption and assignment of the Assumed Contracts, and for noticing and determining the cure amount necessary to enable the Debtor to consummate the proposed assumption and assignment of the Assumed Contracts (the "Cure Costs"); (v) approved the form and matter of notice of all procedures, protections, schedules, agreements and related hearings (the "Notices"); (vi) established deadlines for submitting bids ("Bid Deadline"); (vii) stated the parameters of acceptable bids ("Qualified Bids"); (viii) delineated the requirements to participate as a bidder at the Auction ("Qualified Bidders"); (ix) set forth the criteria for determining the successful bid ("Prevailing Bid") and the back-up bid ("Back-Up Bid"); (x) and granted certain related relief.

I. **<u>Compliance with Sale Procedures Order</u>**. The Approved Bidding Procedures were substantively and procedurally fair to all parties. As demonstrated by (i) the testimony and other evidence proffered or adduced at the Sale Hearing, and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtor has conducted the Sale Process in compliance with the Sale Procedures Order and the Approved Bidding Procedures, and the Auction was duly noticed and conducted in a non-collusive, fair and good faith manner. The Debtor and its professionals actively marketed the Sale Assets, including contacting one hundred three (103) prospective suitors; obtaining non-disclosure agreements from approximately twenty-eight (28) prospective suitors; creating and making available a virtual due diligence room containing comprehensive financial and other information regarding the Debtor; receiving eight (8) letters of intent from prospective purchasers; conducting management meetings with prospective suitors; and otherwise enabling prospective suitors to conduct due diligence. Accordingly, the Sale Process was conducted in compliance with the Sale Procedures Order and has afforded prospective suitors a full and fair opportunity to participate in the Sale Process and make higher and better offers.

J. **<u>Notice</u>**. As evidenced by the certificates of service previously filed with the Court [Dkt. Nos. 128, 178, 179]: (i) proper, timely, adequate and sufficient notice of the Motion, the Sale Hearing, the Sale, the assumption and assignment procedures for the Assumed Contracts (including the objection deadline and the outstanding amounts with respect to any Cure Costs), has been provided in accordance with sections 102(1), 363 and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006, and in compliance with the Sale Procedures Order; (ii) such notice was good and sufficient, and appropriate under the particular circumstances; and

(iii) no other or further notice of the Motion, the Sale Hearing, the Sale, or the assumption and assignment of the Assumed Contracts is or shall be required.

K. **Auction**. At or prior to the Bid Deadline, the Debtor received three Qualified Bids. On the morning the Auction commenced (i.e., December 2, 2025), the Debtor received an untimely bid, and after conferring with the Consultation Parties, determined the untimely bid would be permitted and deemed a Qualified Bid. Representatives of three of the four bidders attended the Auction, but the fourth bidder declined to attend or otherwise participate. At the conclusion of bidding, the Debtor conferred with the Consultation Parties and collectively decided the Debtor could not accept the offer selected as the provisional highest bid. Accordingly, and after conferring with the Consultation Parties, the Debtor adjourned and continued the Auction. Thereafter, the Debtor sought to obtain higher offers from the bidders who submitted Qualified Bids and from third parties who previously expressed an interest but did not submit Qualified Bids. The Debtor was unable to obtain a higher offer and, again after conferring with the Consultation Parties, resumed the Auction on December 11, 2025. No further bids were received at the continued Auction, culminating in the Asset Purchase Agreement of the Purchaser being deemed the Prevailing Bid, and the asset purchase agreement submitted by S.A. Rail, Illinois 1, LLC, an Ohio limited liability company (the "Back-Up Bidder), being designated as the "Back-Up Bid," subject to mutually acceptable definitive documentation.

L. **Corporate Authority**. The Debtor: (i) has full corporate power and authority to execute the Asset Purchase Agreement and all other documents contemplated thereby, and the Sale of the Sale Assets by the Debtor and the Auction has been duly and validly authorized by all necessary corporate actions of the Debtor, (ii) has all of the corporate power and authority necessary to consummate the transactions contemplated by the Asset Purchase Agreement, and

(iii) has taken all corporate action necessary to authorize and approve the Auction and the Asset Purchase Agreement and the consummation by the Debtor of the transactions contemplated thereby. No consents or approvals, other than those expressly provided for in the Asset Purchase Agreement or this Sale Approval Order, are required for the Debtor to consummate such transactions.

M. **Opportunity to Object**. A fair and reasonable opportunity to object or be heard with respect to the Motion and the Sale has been afforded to all interested persons and entities, including: (i) the Office of the United States Trustee for Region 11; (ii) counsel for the Committee; (iii) counsel for the Purchaser; (iv) counsel for the Back-Up Bidder; (v) all entities reasonably known by the Debtor (or its representatives and retained professionals) to have an Encumbrance on the Sale Assets; (vi) all parties to the Debtor's contracts and leases; (vii) the District Director of the Internal Revenue Service for the Northern District of Illinois; (viii) the Office of the Attorney General of Illinois; (ix) all taxing authorities identified in the bankruptcy schedules filed in this proceeding; (x) all equity security holders of the Debtor; (xi) all entities filing notices of appearance or requests for notice under Bankruptcy Rule 2002 in this Chapter 11 Case; and (xii) all parties receiving the Sale Procedures Order and the Assumption Notice.

N. **Sale in Best Interest**. Consummation of the Sale of the Sale Assets to the Purchaser pursuant to the Asset Purchase Agreement is in the best interests of the Debtor, its creditors, its estate, and other parties in interest.

O. **Sound Business Justification**. Sound business reasons exist for the Sale. Entry into the Asset Purchase Agreement constitutes the Debtor's exercise of sound business judgment and such act is in the best interests of the Debtor, its estate, and all parties in interest. The Court finds that the Debtor has articulated good and sufficient business reasons justifying the Sale. Such business reasons include: (i) the Asset Purchase Agreement constitutes the highest and best offer for the Sale Assets; (ii) the Asset Purchase Agreement and the Closing thereon will present the best opportunity to realize the value of the Sale Assets as a going concern, and avoid the decline and devaluation of the Sale Assets; (iii) under the circumstances of the Chapter 11 Case, the Sale prevents significant further expenditures associated with winding down the Debtor's affairs in an orderly manner; and (iv) consummating the Sale will allow the Debtor to focus on resolving certain disputes arising in the Chapter 11 Case and advance toward distributing assets of the estate.

P. **Arm's-Length Sale**. The Asset Purchase Agreement was negotiated, proposed and entered into by the Debtor and the Purchaser without collusion, in good faith, and from arm's-length bargaining positions. Neither the Debtor nor the Purchaser have engaged in any conduct that would cause or permit the Asset Purchase Agreement to be avoided under section 363(m) or (n) of the Bankruptcy Code.

Q. **Successful Bidder; Highest and Best Value**. After conclusion of the Auction (as continued), the Debtor determined, in accordance with its business judgment, and after conferring with the Consultation Parties, that the Asset Purchase Agreement was: (i) a Qualified Bid and (ii) the highest and best bid for the Sale Assets made at the Auction. As a result, the Debtor declared the Purchaser to be the Prevailing Bidder for the Sale Assets in accordance with the terms of the Sale Procedures Order. The Debtor conducted a fair and open Sale Process. The Sale Process, the Approved Bidding Procedures, and the Auction were non-collusive, duly noticed and provided a full, fair, and reasonable opportunity for any person to comply with the Approved Bidding Procedures and to make an offer to purchase the Sale Assets. The process conducted by the Debtor pursuant to the Approved Bidding Procedures resulted in the highest or best value for the Sale

Assets for the Debtor and its estate, and any other transaction would not have yielded as favorable an economic result.

R. **Good Faith Purchaser**. The Purchaser is a good faith purchaser for value and, as such, is entitled to all of the protections afforded under section 363(m) of the Bankruptcy Code and any other applicable or similar bankruptcy and non-bankruptcy law. The Purchaser has been and will be acting in good faith within the meaning of section 363(m) of the Bankruptcy Code in closing the transactions contemplated by the Asset Purchase Agreement.

S. **Fair Consideration**. The consideration provided by the Purchaser for the Sale Assets pursuant to the Asset Purchase Agreement: (i) is fair and reasonable, (ii) is the highest and best offer for the Sale Assets, (iii) will provide a greater recovery for the Debtor's creditors than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia.

T. **Free and Clear Sale; Purchaser's Reliance**. The Debtor may sell the Sale Assets free and clear of all Encumbrances because, with respect to each creditor asserting a lien, claim, encumbrance, or interest, one or more of the standards set forth in Bankruptcy Code § 363(f)(1)-(5) has been satisfied. Those holders of Encumbrances who did not object or withdrew objections to the Sale are deemed to have consented to the Sale pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Encumbrances who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code. The Purchaser would not have entered into the Asset Purchase Agreement and would not consummate the transactions contemplated thereby if the Sale of the Sale Assets were not free and clear of all Encumbrances, or if the Purchaser would, or in the future could, be liable for any such Encumbrances, including, as applicable, certain liabilities related to the business of the Debtor ("Business") that will not be assumed by the Purchaser, as described in the Asset Purchase Agreement. A sale of the Sale Assets other than one free and clear of all Encumbrances would adversely impact the Debtor, its estate, and its creditors, and would yield substantially less value for the Debtor's estate, with less certainty than provided under the Sale. The Purchaser has relied upon this Sale Approval Order to provide the Purchaser with good and marketable title to and possession of the Sale Assets free and clear of all Encumbrances (including, without limitation, any potential derivative, vicarious, transferee, or successor liability Encumbrances), except as set forth in the Asset Purchase Agreement.

U. Transfer Free and Clear of Liabilities. Except as provided in the Asset Purchase Agreement, the (i) transfer of the Sale Assets to the Purchaser and (ii) assignment to the Purchaser of the Assumed Contracts, will not subject the Purchaser to any liability whatsoever prior to the Closing Date or by reason of such transfer under the Bankruptcy Code, the laws of the United States including under applicable environmental statutes, regulations or ordinances ("Federal Environmental Laws"), the laws of any state, territory, or possession (including under applicable environmental statutes, regulations or ordinances, the "State Environmental Laws" and together with the Federal Environmental Laws, the "Environmental Laws"), or the District of Columbia, based, in whole or in part, directly or indirectly, on any theory of law or equity, including, without limitation, any theory of equitable law, including, without limitation, any theory of antitrust, successor or transferee liability.

V. Assumption of Executory Contracts and Unexpired Leases. The Debtor has demonstrated that it is an exercise of its sound business judgment to assume and assign the Assumed Contracts to the Purchaser in connection with the consummation of the Sale, and the assumption and assignment of the Assumed Contracts is in the best interests of the Debtor, its estate, and its creditors. The Assumed Contracts being assigned to the Purchaser are an integral part of the Sale Assets being purchased by the Purchaser and, accordingly, such assumption and assignment of Assumed Contracts is reasonable, enhances the value of the Debtor's estate, and does not constitute unfair discrimination. The assumption and assignment of the Assumed Contracts is to occur on, or substantially contemporaneously with, the closing of the transactions under the Asset Purchase Agreement (the "Closing" or the "Closing Date").

W. **Cure/Adequate Assurance**. Except as provided below in this paragraph W, the Debtor, in accordance with the Asset Purchase Agreement, has or will, either by agreement or otherwise, (i) cured, or have provided adequate assurance of cure, of any default existing prior to the Closing under any of the Assumed Contracts, within the meaning of section 365(b)(l)(A) of the Bankruptcy Code (including the Cure Costs), 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 Assumed Contracts within the meaning of section 365(b)(l)(B) of the Bankruptcy Code. Notwithstanding the foregoing, the Purchaser has not agreed to pay any Cure Costs for the assignment of any management service agreements between the Debtor and its customers (individually an "MSA" and collectively, the "MSAs"), and the Debtor has not agreed to seek the assumption and assignment of any MSA absent the voluntary consent of any non-Debtor party to an MSA, which consent shall include, among other things, a waiver of any Cure Costs pursuant to an Assumption and Assignment Agreement. The Purchaser has provided adequate assurance of future performance of and under the Assumed Contracts within the meaning of section 365(b)(l)(C) of the Bankruptcy Code.

X. **Prompt Consummation**. The Sale of the Sale Assets must be approved and consummated promptly in order to preserve the value of the Sale Assets. Time is of the essence in consummating the Sale, and the Debtor and the Purchaser intend to close the Sale as soon as possible in accordance with the Asset Purchase Agreement.

Y. **No Intentional Fraudulent Transfer**. The Asset Purchase Agreement was not entered into for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession or the District of Columbia.

Z. **Purchaser Not an Insider and No Successor Liability**. The Purchaser was not and is not an "insider" or "affiliate" of the Debtor, as those terms are defined in the Bankruptcy Code, and no common identity of incorporators, directors or stockholders exists between Purchaser and the Debtor. Pursuant to the Asset Purchase Agreement, the Purchaser is not purchasing all of the Debtor's assets because the Purchaser is not purchasing any of the Excluded Assets, and the Purchaser is not holding itself out to the public as a continuation of the Debtor. The Sale does not amount to a consolidation, merger or de facto merger of the Purchaser and the Debtor and/or the Debtor's estate. There is no substantial continuity between the Purchaser and the Debtor. There is no continuity of enterprise between the Debtor and the Purchaser. The Purchaser is not a mere continuation of the Debtor or the Debtor's estate, and the Purchaser does not constitute a successor to the Debtor or the Debtor's estate.

AA. **Legal, Valid Transfer**. Upon the payment of the Purchase Price under the Asset Purchase Agreement at Closing, the transfer of the Sale Assets to the Purchaser will be a legal, valid, and effective transfer of the Sale Assets, and will vest the Purchaser with all right, title, and interest of the Debtor to the Sale Assets free and clear of all Encumbrances, except as set forth in the Asset Purchase Agreement or this Sale Approval Order. The consummation of the Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f) and all of the applicable requirements of such sections have been complied with in respect of the Sale.

BB. **Asset Purchase Agreement Not Modified**. The terms of the Asset Purchase Agreement, including any amendments, supplements, and modifications thereto, are fair and reasonable in all respects, and the terms of this Sale Approval Order shall not modify the terms of the Asset Purchase Agreement unless expressly provided herein.

CC. **No *Sub Rosa* Plan**. The Sale does not constitute a *sub rosa* chapter 11 plan for which approval has been sought without the protections that a disclosure statement would afford. The Sale neither impermissibly restructures the rights of the Debtor's creditors, nor impermissibly dictates a liquidating plan of reorganization for the Debtor.

DD. **No Liability for Excluded Assets or Excluded Liabilities**. By consummating the Sale and the transactions contemplated by the Asset Purchase Agreement, neither the Purchaser nor any of the Sale Assets will be subject to any claim, liability or obligation arising out of, or relating to, any Excluded Asset or any Excluded Liability as set forth in paragraph 5 of the Asset Purchase Agreement.

EE. **Personal Identification Information**. The Debtor is not selling personally identifiable information, and no consumer privacy ombudsman has been appointed under 363(b)(1)(B).

FF. **Legal and Factual Bases**. The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.

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

General Provisions

1. The Motion is GRANTED and APPROVED to the extent provided herein.

2. All objections to the Motion or the relief requested therein, including but not limited to the Sale Objections, that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are overruled on the merits and denied with prejudice.

Approval of the Sale of the Sale Assets

3. The Asset Purchase Agreement including any amendments, supplements and modifications thereto, and all of the terms and conditions therein, is hereby approved in all respects.

4. Pursuant to 11 U.S.C. § 363(b), the transfer of the Sale Assets to the Purchaser free and clear of all Encumbrances (except those specifically permitted by the Asset Purchase Agreement), and the transactions contemplated thereby are approved in all respects.

5. Except as otherwise specifically provided in the Asset Purchase Agreement, the Purchaser shall not be liable for any claims against the Debtor or any of its predecessors or affiliates or any other third party whatsoever, and the Purchaser shall have no successor or vicarious liabilities of any kind or character (including, without limitation, any products liability claims with respect to any Sale Assets, inventory, or other assets sold, shipped or delivered prior to the Closing), whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtor or the Business or any obligations of, or claims against, the Debtor or any of its predecessors or affiliates or any other third party whatsoever arising at any time, 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 Sale Assets prior to the Closing.

6. The transactions contemplated by the Asset Purchase Agreement are undertaken by the Purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein by this Sale Approval Order to consummate the Sale shall not affect the validity of the Sale to the Purchaser. The Purchaser is a purchaser in good faith of the Sale Assets and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

7. As a good faith purchaser of the Sale Assets, the Purchaser has not entered into an agreement with any other bidders at the Sale, and has not colluded with any of the other bidders, potential bidders or any other parties interested in the Sale Assets, and therefore neither the Debtor nor any successor in interest to the Debtor's estate shall be entitled to bring an action against the Purchaser related to the Sale Procedures or the Auction, and the Sale may not be avoided pursuant to section 363(n) of the Bankruptcy Code.

Sale and Transfer of Sale Assets

8. Pursuant to section 363(b) of the Bankruptcy Code, the Debtor is hereby authorized to transfer the Sale Assets to the Purchaser and consummate the Sale in accordance with, and subject to the terms and conditions of, the Asset Purchase Agreement and this Sale Approval Order, and to transfer and assign all right, title and interest (including common law rights) to all Sale Assets, to be conveyed in accordance with, and subject to the terms and conditions of, the Asset Purchase Agreement, and is further authorized and directed to execute and deliver, and is empowered to perform under, consummate and implement, the Asset Purchase Agreement, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Asset Purchase Agreement, including, without limitation, any related documents, exhibits and schedules, and to take all further actions as may be reasonably requested

by the Purchaser for the purposes of assigning, transferring, granting, conveying and conferring to the Purchaser or reducing to possession, the Sale Assets, or as may be necessary or appropriate to the performance of the Debtor's obligations as contemplated by the Asset Purchase Agreement. Sandor Jacobson, not individually but in his capacity as Chief Restructuring Officer of the Debtor, or any duly authorized representative of the Debtor, is hereby authorized to execute any and all documents reasonably necessary to consummate the Sale.

9. Pursuant to sections 363(b) and 363(f) of the Bankruptcy Code and upon payment of the amounts due at Closing by the Purchaser under the Asset Purchase Agreement in accordance with this Sale Approval Order, the Sale Assets shall be transferred to the Purchaser upon the Closing Date free and clear of all Encumbrances (except the Assumed Liabilities) of any kind or nature whatsoever including, but not limited to, Encumbrances in respect of the following: (a) any labor agreements; (b) all mortgages, deeds of trust, liens and security interests; (c) any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of the Debtor; (d) any other employee, worker's compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (i) the Employee Retirement Income Security Act of 1974, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the Worker Adjustment and Retraining Act of 1988, (vii) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act of 1990, (ix) the Consolidated Omnibus Budget Reconciliation Act of 1985, (x) the Illinois Worker Adjustment and Retraining Notification Act, (xi) state discrimination laws, (xii) state unemployment compensation laws or any other

similar state laws, or (xiii) any other state or federal benefits or claims relating to any employment with the Debtor or any of its affiliates or predecessors; (e) any bulk sales or similar law; (f) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; (g) any theories of successor or products liability; and (h) any Environmental Laws. Nothing in this Sale Approval Order shall be construed to release, nullify, or enjoin a Governmental Authority from enforcing any Environmental Laws under which a purchaser of property would otherwise be liable as a current owner or operator after the date of purchase. For purposes of clarification, any employee medical claims which are incurred prior to the Closing (regardless of when such claims are presented for payment) shall be claims against the bankruptcy estate of the Debtor, and not the Purchaser, and the Purchaser shall be responsible only for such claims which are incurred after the Closing. As there are no secured creditors of record in the Chapter 11 Case, and notwithstanding any order previously entered in the Chapter 11 Case, the proceeds of the Purchase Price shall inure to the benefit of the Debtor's estate without further act or deed or order of Court. Additionally, for the avoidance of doubt, Purchaser shall have no liability, obligation, or responsibility whatsoever to the Debtor, any Governmental Authority or any other Person with respect to, or in connection with, any Excluded Asset or any Excluded Liability of any kind or character, whether known or unknown, as of the Closing Date, whether fixed or contingent, including, without limitation, any liability or other obligation arising under the Bankruptcy Code, any Environmental Laws, or any other laws of the United States, any state, territory, possession or the District of Columbia.

10. On the Closing Date, this Sale Approval Order will be construed and constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Sale Assets or a bill of sale transferring good and marketable title in such Sale Assets to the Purchaser,

free and clear of all Encumbrances. On the Closing Date, and subject to section 365 of the Bankruptcy Code, this Sale Approval Order also shall be construed and constitute for any and all purposes a complete and general assignment of all right, title and interest of the Debtor to the Purchaser in Assumed Contracts, subject to the Asset Purchase Agreement and any fully executed Assumption/Assignment Riders, and shall be deemed to satisfy conclusively the Debtor's requirement to obtain the entry of an executory contract approval order as required under the Asset Purchase Agreement.

11. All entities who are presently, or on the Closing Date may be, in possession of some or all of the Sale Assets are hereby directed to surrender possession of the Sale Assets to the Purchaser on the Closing Date.

12. Except as expressly permitted by the Asset Purchase Agreement or this Sale Approval Order, all Persons, including, but not limited to, all debt security holders, equity security holders, governmental, tax, and regulatory authorities, lenders, trade, products liability and other creditors, receiving notice of the Motion and holding Encumbrances of any kind or nature whatsoever against or in the Debtor or the Sale Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated, now existing or hereinafter arising), arising under or out of, in connection with, or in any way relating to, the Debtor, the Sale Assets, or the transfer of the Sale Assets to the Purchaser, hereby are forever barred, estopped, and permanently enjoined from asserting against the Purchaser, its successors or assigns, its property, or the Sale Assets, such persons' Encumbrances, without further notice, act or deed.

13. On the Closing Date of the Sale, each of the Debtor's creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its

Encumbrances in the Sale Assets, if any, as such Encumbrances may have been recorded or otherwise exist, except as to Sale Assets being transferred subject to Permitted Encumbrances.

14. Subject to the terms and conditions of this Sale Approval Order and the Asset Purchase Agreement, the transfer of the Sale Assets to the Purchaser pursuant to the Asset Purchase Agreement constitutes a legal, valid, and effective transfer of the Sale Assets, and shall vest the Purchaser with all right, title, and interest of the Debtor in and to the Sale Assets free and clear of all Encumbrances of any kind or nature whatsoever.

Assumption and Assignment of Assumed Contracts

15. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, as set forth in the Sale Procedures Order and subject to and conditioned upon the terms of the Asset Purchase Agreement and the Closing of the Sale, the Debtor's assumption and assignment to the Purchaser, and the Purchaser's assumption on the terms set forth in the Asset Purchase Agreement, and any applicable Assumption/Assignment Rider, of the Assumed Contracts is hereby approved, and the requirements of section 365(b)(l) of the Bankruptcy Code with respect thereto are hereby deemed satisfied.

16. The Debtor is hereby authorized and directed in accordance with sections 105(a), 363 and 365 of the Bankruptcy Code to (a) assume and assign to the Purchaser, effective upon the Closing Date of the Sale, the Assumed Contracts free and clear of all Encumbrances of any kind or nature whatsoever (other than Assumed Liabilities) and (b) execute and deliver to the Purchaser such documents or other instruments as may be necessary to assign and transfer the Assumed Contracts to the Purchaser.

17. The Assumed Contracts shall be transferred to, and remain in full force and effect for the benefit of, the Purchaser in accordance with their respective terms, notwithstanding any

provision in any such Assumed Contracts (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. Pursuant to section 365(k) of the Bankruptcy Code, the Debtor shall be relieved from any further liability first arising with respect to facts and circumstances occurring under the Assumed Contracts after such assignment to and assumption by the Purchaser.

18. All amounts that must be paid and obligations that must be otherwise satisfied, pursuant to sections 365(b)(1)(A) and (B) of the Bankruptcy Code, in connection with the assignment and assumption of the Assumed Contracts, including Cure Costs and other cure obligations that are required to be cured pursuant to the Bankruptcy Code to effect the assignment and obtain this Sale Approval Order (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be paid and satisfied as provided in the Asset Purchase Agreement at the Closing, or as otherwise agreed by the Debtor, Purchaser, and the counter-party to any such Assumed Contracts, including but not limited to the Assumption/Assignment Riders. All defaults or other obligations of the Debtor under the Assumed Contracts arising or accruing on or after the Petition Date to the Closing Date (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) shall be deemed cured by the Debtor at the Closing Date by providing the payment or other consideration set forth for such Assumed Contract in the Assumption Notice sent pursuant to the Sale Procedures Order, or as otherwise agreed by the Debtor, Purchaser, and the counter-party to any such Assumed Contract, including but not limited to the Assumption/Assignment Riders, to the extent required by the Bankruptcy Code. Except as set forth in the Asset Purchase Agreement with respect to the assumed Cure Costs and the Assumed Liabilities, the Purchaser shall have no liability or obligation to cure executory contracts or

unexpired leases defaults accruing prior to the Closing Date. Notwithstanding any language in this paragraph to the contrary, the Purchaser shall not be responsible for any taxes and tax payments related to the Sale Assets.

19. Each non-Debtor party or third-party beneficiary to any Assumed Contract is hereby forever barred, estopped, and permanently enjoined from asserting against the Debtor or the Purchaser, or the property of either of them, any default existing (whether known or unknown, contingent or noncontingent, or liquidated or unliquidated) as of the date of the Closing Date of the Sale.

20. Within ten (10) business days following the Closing Date, the Debtor shall file with the Court a notice setting forth those Assumed Contracts actually assumed and assigned to Purchaser pursuant to the terms of the Asset Purchase Agreement and this Sale Approval Order.

Additional Provisions

21. The consideration provided by the Purchaser for the Sale Assets under the Asset Purchase Agreement shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia, and the Sale and the transactions consummated in connection therewith are not, and shall not be, avoidable under the Bankruptcy Code or any such laws.

22. Subject to the terms of this Sale Approval Order and the Asset Purchase Agreement, which is hereby approved in all respects by this Sale Approval Order, the Purchaser shall pay to the Debtor at Closing the Purchase Price. Effective upon the transfer of the Sale Assets to the Purchaser, and notwithstanding any order previously entered in the Chapter 11 Case, all proceeds of the Purchase Price shall inure to the benefit of the Debtor’s estate.

23. This Sale Approval Order: (a) shall be effective as a determination that, upon payment by Purchaser of the Purchase Price under the Asset Purchase Agreement in accordance herewith, all Encumbrances of any kind or nature whatsoever existing as to the Debtor or the Sale Assets prior to the Closing Date have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all entities, including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Sale Assets. Each and every federal, state and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement. The Purchaser and the Debtor shall take such further steps and execute such further documents, assignments, instruments and papers as shall be reasonably requested by the other to implement and effectuate the transactions contemplated in this paragraph. All Encumbrances of record as of the date of this Sale Approval Order shall be forthwith removed and stricken as against the Sale Assets. All entities described in this paragraph are authorized and specifically directed to strike all such recorded Encumbrances against the Sale Assets from their records, official and otherwise.

24. If any entity that has filed statements or other documents or agreements evidencing Encumbrances in any of the Sale Assets does not deliver to the Debtor or the Purchaser prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination

statements, instruments of satisfaction, releases of liens, and any other documents necessary for the purpose of documenting the release of all Encumbrances and other interests that the entity has or may assert with respect to any of the Sale Assets, the Debtor and/or the Purchaser and their respective agents are hereby authorized to execute and file, register, or record such statements, instruments, releases and other documents on behalf of such person or entity with respect to any of the Sale Assets.

25. To the extent provided by section 525 of the Bankruptcy Code, no Governmental Authority may deny, revoke, suspend or refuse to renew any permit, license, or similar grant relating to the operation of the Sale Assets sold, transferred, or conveyed to the Purchaser on account of the filing or pendency of this Chapter 11 Case or the consummation of the Sale contemplated by the Asset Purchase Agreement.

26. As specifically provided in the Asset Purchase Agreement, the Debtor will cooperate with the Purchaser and the Purchaser will cooperate with the Debtor to ensure that the transaction contemplated in the Asset Purchase Agreement is consummated, and the Debtor will make such modifications or supplements to any bill of sale or other document executed in connection with the Closing to facilitate such consummation as contemplated by the Asset Purchase Agreement, as may be reasonably requested by the Purchaser pursuant to the terms of the Asset Purchase Agreement.

27. The Purchaser shall have no liability or responsibility for any liability or other obligation of the Debtor, or any third party whatsoever arising under or related to Excluded Assets, Excluded Liabilities or the Sale Assets other than for the Assumed Liabilities and the Assumed Contracts to the extent provided under the Asset Purchase Agreement. Without limiting the generality of the foregoing, and except as otherwise specifically provided in the Asset Purchase

Agreement, the Purchaser shall not be liable for any claims against the Debtor or any of its predecessors or affiliates or any third party whatsoever, and the Purchaser shall have no successor liabilities (including, without limitation, product liability with respect to any assets sold, shipped or delivered prior to the Closing Date) of any kind or character whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtor or any obligations of the Debtor arising prior to the Closing Date, including, but not limited to, liabilities on account of any taxes arising, accruing, or payable under, out of, or in connection with, or in any way relating to the operation of the Business prior to the Closing Date, and all parties are hereby forever barred, estopped and permanently enjoined from asserting any such claims against the Purchaser, its successors and assigns or against the Sale Assets.

28. Except for the Assumed Liabilities and the Assumed Contracts as set forth in the Asset Purchase Agreement, under no circumstances whatsoever shall the Purchaser be deemed a successor of or to the Debtor for any Encumbrances against or in the Debtor or the Sale Assets or the Excluded Assets of any kind or nature whatsoever. Except for the Assumed Liabilities and the Assumed Contracts as set forth in the Asset Purchase Agreement, the sale, transfer, assignment and delivery of the Sale Assets and the Assumed Contracts shall not be subject to any Encumbrances. All persons holding Encumbrances against or in the Debtor or the Sale Assets of any kind or nature whatsoever shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing such Encumbrances of any kind or nature whatsoever against the Purchaser, its officers, directors, shareholders and professionals, its property, its successors and assigns, or the Sale Assets with respect to any Encumbrances of any kind or nature whatsoever (other than Assumed Liabilities) such person or entity had, has, or may have against or in the Debtor, its estate, officers, directors, shareholders, or the Sale Assets.

Following the Closing Date, no holder of an Encumbrance in the Debtor shall interfere with the Purchaser's title to, or use and enjoyment of, the Sale Assets and the Assumed Contracts based on or related to such Encumbrance, or any actions that the Debtor or any third party may take in the Chapter 11 Case.

29. This Court shall retain jurisdiction to enforce and implement the terms and provisions of the Asset Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connections therewith in all respects, including to: (a) compel delivery of the Sale Assets to the Purchaser free and clear of Encumbrances (other than Assumed Liabilities), or compel the performance of other obligations owed by the Debtor; (b) compel delivery of the Purchase Price or performance of other obligations owed to the Debtor; (c) resolve any disputes arising under or related to the Asset Purchase Agreement, the Cure Costs, and adequate assurance of future performance of the Assumed Contracts; (d) interpret, implement, and enforce the provisions of this Sale Approval Order; (e) protect the Purchaser against (i) claims made related to any of the Excluded Liabilities, (ii) any claims of successor or products liability related to the Sale Assets or Assumed Contracts or any of the Excluded Assets, or (iii) any claims of Encumbrances asserted in the Debtor or the Sale Assets, of any kind or nature whatsoever; and (f) to require delivery of any Sale Assets or proceeds thereof by the Debtor to Purchaser, or of any Excluded Assets or proceeds thereof by Purchaser to the Debtor or its designee or successor.

30. The terms and provisions of the Asset Purchase Agreement and this Sale Approval Order shall be binding in all respects upon, and shall inure to the benefit of: (a) the Debtor and its affiliates, successors and assigns, and creditors; (b) the Purchaser, and its affiliates, successors and assigns; and (c) any affected third parties, including, but not limited to, all Persons asserting

Encumbrances in the Sale Assets to be sold to the Purchaser pursuant to the Asset Purchase Agreement, in all cases, notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

31. The failure to specifically identify any particular provision of the Asset Purchase Agreement in this Sale Approval Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Asset Purchase Agreement be authorized and approved in its entirety.

32. The Asset Purchase Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtor's estate.

33. Nothing contained in any order entered in the Chapter 11 Case subsequent to entry of this Sale Approval Order, nor in any chapter 11 plan confirmed in the Chapter 11 Case, shall conflict with or derogate from the provisions of the Asset Purchase Agreement or the terms of this Sale Approval Order.

34. Notwithstanding the provisions of Bankruptcy Rules 6004(h), 6006(d) and 7062, or any provisions of the Local Rules, this Sale Approval 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 the Bankruptcy Rules 6004(h) and 6006(d) is hereby expressly waived and shall not apply. Time is of the essence and the Debtor, and the Purchaser may close the Sale as soon as practicable. Any party objecting to this Sale Approval Order must exercise due diligence in filing

an appeal and pursuing a stay within the time prescribed by law and prior to the Closing, or risk its appeal being foreclosed as moot.

35. The provisions of this Sale Approval Order are non-severable and mutually dependent.

36. To the extent applicable, the automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted or otherwise modified with respect to the Debtor to the extent necessary, without further order of the Court (a) to allow Purchaser to give the Debtor any notice provided for in the Asset Purchase Agreement, and (b) to allow Purchaser to take any and all actions permitted by the Asset Purchase Agreement. ·

37. The Sale shall not be subject to any bulk sales laws.

38. The Debtor and each other Person having duties or responsibilities under the Asset Purchase Agreement or this Sale Approval Order, and their respective agents, representatives, and attorneys, are authorized and empowered to carry out all of the provisions of the Asset Purchase Agreement, to issue, execute, deliver, file and record, as appropriate, the Asset Purchase Agreement, and any related agreements, and to take any action contemplated by the Asset Purchase Agreement or this Sale Approval Order, and to issue, execute, deliver, file and record, as appropriate, such other contracts, instruments, releases, deeds, bills of sale, assignments, or other agreements, and to perform such other acts as are consistent with, and necessary or appropriate to, implement, effectuate and consummate the Asset Purchase Agreement and this Sale Approval Order and the transactions contemplated thereby and hereby, all without further application to, or order of, the Court. Without limiting the generality of the foregoing, this Sale Approval Order shall constitute all approvals and consents, if any, required by applicable business corporation, trust and other laws of applicable governmental units with respect to the implementation and

consummation of the Asset Purchase Agreement and this Sale Approval Order and the transactions contemplated thereby and hereby.

39. Upon Closing, the Debtor is authorized and directed to pay Livingstone, and Livingstone is entitled to receive, on a final allowed basis, a broker commission equal to Four Hundred Thousand Dollars ($400,000.00) pursuant to the Livingstone Engagement Agreement and the Livingstone Retention Order, which amount reflects a voluntary discount by Livingstone against the amount otherwise payable under the Livingstone Engagement Agreement in full satisfaction of any commission or "Accomplishment Fee" (as defined in the Livingstone Engagement Agreement) thereunder, but which amount shall not be in satisfaction of, or applied to, any monthly payments previously paid to Livingstone under the Livingstone Engagement Agreement and the Livingstone Retention Order, which payments shall be subject to review under applicable final compensation procedures. Other than the payments to Livingstone, the balance of the Sale proceeds shall be held in the bank account of the Debtor and used pursuant to the Bankruptcy Code or further Court Order.

40. The Debtor is authorized to return all security deposits received from bidders other than the Prevailing Bidder and the Back-Up Bidder; provided however, Debtor is authorized to return the deposit of the Back-Up Bidder upon Closing with the Prevailing Bidder.

41. To the extent that any provision of this Sale Approval Order conflicts with the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

42. The Back-Up Bid shall remain binding and in full force and effect in accordance with the Sale Procedures Order. In the event the Purchaser defaults in the performance of its obligations under the Asset Purchase Agreement and fails to achieve Closing then, in such event, in accordance with the Approved Bidding Procedures, the Seller is authorized to close on the Back-

Up Bid without further order of Court. In such event, the terms and conditions of this Sale Approval Order shall apply to such Back-Up Bid and a closing therein shall take place in accordance with the Sale Procedures Order.

43. Notwithstanding anything to the contrary contained in this Sale Approval Order or the Asset Purchase Agreement, the Purchaser shall provide the Debtor and the Committee, and their respective counsel, access to the Sale Assets for the purposes of valuation, appraisals, allocation of the purchase price, and related matters upon reasonable notice and during normal business hours. The provisions of this paragraph are in addition to any access rights granted in the Purchase Agreement.

44. The Purchaser shall be entitled to take title to the Sale Assets through one or more affiliated entities with the full benefits and protections of this Sale Approval Order being afforded to such affiliated entities.

Dated: Chicago, Illinois
December 23, 2025

HONORABLE MICHAEL B. SLADE
UNITED STATES BANKRUPTCY JUDGE

<u>This Order Prepared by</u>:

ADAM P. SILVERMAN, ESQ. (ARDC #6256676)
ALEXANDER F. BROUGHAM, ESQ. (ARDC #6301515)
ADELMAN & GETTLEMAN, LTD.
53 West Jackson Blvd., Suite 1050
Chicago, Illinois 60604
Tel (312) 435-1050
Fax (312) 435-1059
Counsel for the Debtor and Debtor in Possession

Exhibit A to

Order: (A) Approving the Sale of Substantially All of the Assets of the Debtor Free and Clear of Encumbrances; (B) Authorizing the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (C) Granting Related Relief:

Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (“**Agreement**”) is made and entered into this [●] day of December 2025 (the “**Effective Date**”), by and between RAS Data Services, Inc., an Illinois corporation (“**Seller**”), and AllTranstek, L.L.C., a Nevada limited liability company (“**Purchaser**”), each a “**Party**” and collectively, the “**Parties**.”

W I T N E S S E T H:

A. ***WHEREAS***, Seller is currently engaged in the business of railcar management, serving as an intermediary between owners of freight railcars (or in some cases, lessees thereof), who are customers of Seller (“**Owners**”) and other parties integral to Owners for their respective operations (such as repair shops, taxing authorities, railroads, and railcar lessees) (the “**RAS Business**”);

B. ***WHEREAS,*** the RAS Business consists of specialized knowledge, processes, and information relating to the management and administration of freight railcars, including the coordination of repair, tax, leasing, and operational data for Owners;

C. ***WHEREAS***, Seller operates the Business from its corporate headquarters located at 1510 Plainfield Road, Suite #3, in Darien, Illinois 60561, which it leases from an unaffiliated third party (the “**Leased Premises**”);

D. ***WHEREAS***, the relationship between Seller and each Owner is governed by a management services agreement (each, an “**MSA**” and collectively, the “**MSAs**”), provided however, that Seller has acknowledged it is in breach of most of its MSAs (collectively, “**MSA Defaults**”) due to alleged financial improprieties committed by a former officer of Seller (the “**Former CEO**”);

E. ***WHEREAS***, on August 1, 2025 (the “**Petition Date**”), Seller filed a voluntary petition under chapter 11 of the United States Bankruptcy Code (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Northern District of Illinois (the “**Bankruptcy Court**”), designated as Case No. 25-11837 (the “**Chapter 11 Case**”), and from and after the Petition Date has been operating the RAS Business and managing its property and affairs under the jurisdiction of the Bankruptcy Court as debtor-in-possession;

F. ***WHEREAS***, on August 14, 2025, the Bankruptcy Court entered an Order establishing certain post-petition operating procedures outside the Ordinary Course of Business (Docket No. 63, the “**OCB Order**”). Among other things, the OCB Order designated certain funds as property of the Owners to be held in trust by Seller, provided the applicable Owner pays any and all management fees to Seller (the “**Owner Funds,**” as described and defined in the OCB Order) to be disbursed by Seller pursuant to each applicable MSA;

G. ***WHEREAS***, on October 10, 2025, the Bankruptcy Court entered an Order establishing a sale process in the Chapter 11 Case and bidding procedures for the marketing and sale of substantially all the assets of Seller, as more fully set forth therein (Docket No. 146, the “**Sale Procedures Order**”);

H. ***WHEREAS***, pursuant to the terms and conditions of the Sale Procedures Order and Sections 363(b) and 365(a) of the Bankruptcy Code, Seller desires to sell the Sale Assets to Purchaser, and in connection therewith, assume and assign to Purchaser certain MSAs and other executory contracts and unexpired leases (all as designated by Purchaser), and Purchaser desires to purchase the Sale Assets from Seller and assume such MSAs and other executory contracts and unexpired leases upon the terms and conditions hereinafter set forth;

I. ***WHEREAS***, the Parties acknowledge that as a result of the MSA Defaults, Seller's obligation to assume and assign the MSAs under this Agreement and Section 365 of the Bankruptcy Code is expressly conditioned upon and subject to the execution of an Assumption/Assignment Rider substantially in the form of **Exhibit A** (the "**Assumption/Assignment Rider**") to be executed among Seller, Purchaser and each applicable Owner on or before the Closing;

J. ***WHEREAS,*** the Assumption/Assignment Riders shall govern and control the Cure Costs for all Assumed MSAs (the "**MSAs Cure Costs**");

K. ***WHEREAS,*** Seller has determined, in the exercise of its business judgment and in consultation with the official committee of unsecured creditors appointed in the Chapter 11 Case, that the sale to Purchaser as contemplated herein is the highest and otherwise best bid for the RAS Business and therefore it is advisable and in the best interest of its estate to enter into this Agreement, and to consummate the transactions contemplated hereby; and

L. ***WHEREAS***, Purchaser acknowledges this Agreement constitutes a binding bid for the acquisition of the Sale Assets as part of a sale process under the Sale Procedures Order, revocable only pursuant to the terms of this Agreement and the Sale Procedures Order, and agrees to be bound by the Sale Procedures Order and subject to the jurisdiction of the Bankruptcy Court.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the Parties agree as follows:

1. **Incorporation of Recitals**. The recitals hereinbefore set forth constitute an integral part of this Agreement, evidencing the intent of the Parties in executing this Agreement, and describing the circumstances surrounding its execution. Accordingly, said recitals are, by express reference, made a part of the covenants hereof, and this Agreement shall be construed in light thereof.

2. **Purchase and Sale of Assets**. Subject to (i) the terms and conditions of this Agreement, and (ii) entry of the Sale Approval Order, Seller shall sell, transfer, convey, assign and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, at the Closing, all of the right, title, benefit and interest of Seller in, to and under the following assets, free and clear of any and all Encumbrances, other than Assumed Liabilities (collectively, the "**Sale Assets**"):

(a) all inventory, including raw materials, work in process, finished goods, packing and shipping materials, supplies, promotional materials, service parts, inventory in transit to Seller and prepaid inventory;

(b) all machinery, equipment, apparatuses, tools, tooling, parts, accessories, furniture, fixtures, computers, furnishings, signage, displays, shelving, telephone and fax equipment and systems, supplies, office equipment, owned and licensed computer hardware, tangible personal property and fixed assets located at the Leased Premises, or otherwise utilized in or pertaining to the RAS Business, wherever located and whether in possession of a third party;

(c) subject to the right of Seller to retain copies (electronic or otherwise) of financial information necessary for the preparation of all tax returns, the investigation and prosecution of Causes of Action, the liquidation of the Excluded Assets, and other requirements under law, all books, records, financial information, and documents pertaining to the RAS Business, whether or not physically located in the Leased Premises, including, but not limited to, customer files, order files, account histories, lists and sales records (including credit information); supplier files, lists, records and literature; product literature and all marketing, advertising and promotional materials; computer software and data bases owned by Seller (including information stored in any server, computer, laptop, network or other electronic database); source codes; records of salesman commissions or other compensation; pricing information; management information systems; warehouse management systems; personnel records for any Retained Employees; and correspondence and other electronic transmissions relating to any and all of the foregoing (collectively, the "**Books and Records**"), but excluding (i) personnel files for any former employees of Seller who are not Retained Employees; (ii) Seller's business organizational documents, corporate minute books, corporate seals, stock record books, and income tax returns; and (iii) the "Owner Data for Non-Assumed MSAs" (collectively, the "**Excluded Books and Records**");

(d) all intellectual property pertaining to the RAS Business (together with all registrations and applications for the foregoing), including but not limited to (i) Seller's proprietary rights in repairSMART software; carMarqs software; webAudits software; reportView software and fleetView software; (ii) customer lists; (iii) unregistered copyrights or trade secrets, if any; and (iv) all knowhow, to the extent such knowhow is properly classified as intellectual property (collectively, the "**IP**"), and all rights of action arising from the foregoing, including all claims for damages by reason of infringement of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement;

(e) the following intangible personal property used in the RAS Business, in each case, if any, if and to the extent assignable, and subject to all third party consents: (i) software and rights to use licensed software; (ii) the name *RAS Data Services* and any variants or usage thereof; (iii) the domain name rasdataservices.com; (iv) the rights to use all telephone and fax numbers and email addresses currently in use in the operation of the RAS Business (excluding telephone or fax numbers relating to personal cell phones or fax machines owned by employees of Seller); (v) the goodwill associated with the RAS Business; (vi) any and all other proprietary information pertaining to the RAS Business and belonging to or registered in the name of Seller; (vii) all knowhow, to the extent such knowhow is properly classified as intangible personal property and (viii) all choses in action, causes of action, judgments, actions, claims and rights of any kind as against others (whether by contract or otherwise) relating to any of the Sale Assets (including the IP) or the Assumed Liabilities, except for Causes of Action and any causes of action relating to any of the Sale Assets against Seller (collectively, the "**Intangible Assets**");

(f) those MSAs that are: (i) executory as of the Closing; (ii) designated by Purchaser in its sole and absolute discretion set forth on **Schedule 2(f)** hereto and made a part hereof; (iii) for which an Assumption/Assignment Rider is executed as of the Sale Approval

Hearing (or at the election of Seller, as of the Closing) by Seller, Purchaser, and the applicable Owner; and (iv) which are assumed and assigned to Purchaser in accordance with the Sale Approval Order (collectively, the "**Assumed MSAs**");

(g) those certain executory contracts and unexpired leases: (i) which are not MSAs; (ii) designated by Purchaser in its sole and absolute discretion set forth on **Schedule 2(g)** attached hereto and made a part hereof; and (iii) which are assumed and assigned to Purchaser in accordance with the Sale Approval Order (together with the Assumed MSAs, the "**Assumed Contracts**");

(h) all permits, licenses and approvals, if any, if and to the extent assignable and subject to all third-party consents, including, all environmental permits, if any (the "**Permits**");

(i) to the extent assignable, and subject to third party consents, all transferrable prepayments made by Seller; deposits made by Seller (including security and vendor deposits); refunds and claims for refund by Seller; credits available to Seller; payments or overpayments by Seller; advance payments by Seller; or deferred charges as of the Closing, if any, except for: (i) any professional fee retainers, (ii) any prepaid insurance policies and deposits thereon, and (iii) any prepayments, deposits, credits, or other claims of Seller associated with MSAs, executory contracts or unexpired leases which do not become Assumed Contracts, all of which shall remain property of Seller after the Closing;

(j) all trade and other notes and accounts receivable with respect to the Sale Assets to the extent accruing from and after the Closing;

(k) all management fees under Assumed MSAs, regardless of whether such management fees are invoiced, accrued and not yet invoiced, or outstanding and unpaid, that: (i) are Purchaser January Management Fees, prorated as set forth in Section 23 below; or (ii) are attributable to services rendered after January 31, 2026;

(l) all rights, remedies and benefits of Seller arising under or relating to any of the Sale Assets or the Assumed Liabilities, including all unexpired warranties of manufacturers, vendors or other third parties with respect to Sale Assets, if any, if and to the extent assignable and subject to all third-party consents, and all claims and causes of action arising therefrom, except for Causes of Action and claims and causes of action relating to the Sale Assets against Seller.

3. Excluded Assets. Anything herein to the contrary notwithstanding, Seller shall retain and shall not sell, convey, transfer, assign or deliver to Purchaser any right, title and interest in and to the following assets and properties of Seller, and Purchaser hereby acknowledges that it does not have nor will it acquire at the Closing or thereafter an interest of any kind whatsoever in the following assets and properties of Seller (collectively, the "**Excluded Assets**"):

(a) any cash or cash equivalents whatsoever, whether on hand, in banks or elsewhere, including all bid deposits submitted by third parties under the terms of the Sale Procedures Order, in each case, prior to the Closing, but not including Owner Funds received post-petition with respect to Owners whose MSAs are Assigned MSAs (to the extent such Owner Funds are deemed property of Seller's bankruptcy estate notwithstanding the OCB Order);

(b) all management fees, regardless of whether such management fees are invoiced, accrued and not yet invoiced, or outstanding and unpaid: (i) under MSAs that are not Assumed MSAs; (ii) under Assumed MSAs and attributable to services rendered through and including December 31, 2025; or (iii) that are Seller January Management Fees, prorated as set forth in Section 23 below (collectively, the "**Seller Management Fees**").

(c) any and all inventory in the possession of Seller which is owned by a customer of Seller and not reflected on the books and records of Seller as Seller-owned inventory;

(d) Excluded Books and Records including any and all other information pertaining to Owners or property of Owners whose MSAs do not constitute Assumed MSAs (the "**Owner Data for Non-Assumed MSAs**");

(e) all causes of action and litigation rights existing as of the Closing in favor of Seller, including but not limited to any and all causes of action: (i) arising under Sections 510 or 544-553 of the United States Bankruptcy Code; and/or (ii) against the Former CEO (collectively, "**Causes of Action**");

(f) all tax refunds and credits, and all rights or other tax benefits arising from Seller's net operating losses arising prior to the Closing;

(g) all rights of Seller under MSAs, executory contracts and unexpired leases that are not Assumed Contracts, including those contracts set forth on **Schedule 3(g)**;

(h) all non-transferable prepaid expenses, deposits (including security and vendor deposits), refunds and claims for refund, credits, payments or overpayments, clawbacks, advance payments, deferred charges, rights of offset or other amounts arising in connection with the RAS Business;

(i) any right, title or interest in and to any insurance policies, together with any and all cash surrender values thereunder, and any returns and refunds of premiums paid, and other amounts due back to Seller, with respect to cancelled policies;

(j) all rights of Seller arising under this Agreement and ancillary agreements;

(k) any and all privileges of Seller with any of its professionals including attorneys, accountants, and other advisors, whether related to attorney-client privilege, attorney work product, or otherwise;

(l) all bank accounts and lock boxes;

(m) all right, title and interest of Seller in and to all employee benefit plans;

(n) overpayments and other erroneous payments held by Seller as set forth in **Schedule 3(n)**; and

(o) all rights, title or interests arising out of, under or related to the Excluded Assets, including any refunds or credits.

4. **<u>Assumed Liabilities</u>**. On the terms and subject to the conditions set forth in this Agreement and the Sale Approval Order, effective as of the Closing, Purchaser shall assume and pay, perform, discharge or otherwise satisfy in accordance with their respective terms the following Liabilities (and only the following liabilities), to the extent not previously paid, performed, discharged or otherwise satisfied (collectively, the "**Assumed Liabilities**"):

(a) all Liabilities of Seller arising out of, under or relating to any Assumed Contracts, in each case that arise or are to be performed after the Closing, including all Cure Costs (other than the MSAs Cure Costs) (but not including, for the avoidance of doubt, any Liabilities attributable to any failure by Seller to comply with the terms of any such Assumed Contract); <u>provided</u> that the Cure Costs for which Purchaser is responsible and that shall constitute an Assumed Liability, shall not exceed $100,000;

(b) any and all loss, cost, claim, liability, damage and expense of any kind that Seller may at any time suffer, sustain, incur, realize or become subject to which arises out of, under, or relates to the activities of the Sale Assets or the operation of the RAS Business from and after the Closing; <u>provided</u> that Liabilities described in this subparagraph (b) accruing prior to the Closing are Excluded Liabilities as set forth in Section 5(i) of this Agreement;

(c) accounts payable relating to the Sale Assets arising from the operation of the Sale Assets after the Closing; and

(d) all Liabilities of Seller owing to employees who are hired by Purchaser at Closing or within thirty (30) days of the Closing (the "**Retained Employees**") for accrued vacation and personal time off through the later of (i) the Closing and (ii) December 31, 2025, consistent with Seller's historical practices; <u>provided</u> that if the Closing occurs on or after January 1, 2026, Purchaser shall only assume the Liabilities owing to Retained Employees for accrued vacation and personal time off to the extent of the allocable portion for the calendar year 2026. A schedule of the Retained Employees and their respective accrued vacation and personal time off as of the Effective Date is attached hereto as **<u>Schedule 4(d)</u>** and made a part hereof and shall be supplemented or updated by Seller and Purchaser no later than thirty-five (35) days after the Closing.

5. **<u>Excluded Liabilities</u>**. 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 Seller of whatever nature (whether arising prior to, at the time of, or subsequent to the Closing), and Seller shall be solely and exclusively liable for any and all such Liabilities, including those liabilities set forth below (collectively, the "**Excluded Liabilities**"):

(a) all Liabilities of 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 of Seller with respect to MSAs, executory contracts and unexpired leases which are not Assumed Contracts;

(c) all Liabilities of Seller for any taxes (including, without limitation, taxes payable by reason of contract, assumption, transferee or successor liability, operation of Law, pursuant to Treasury Regulation Section 1502-6 (or any similar provision of any state or local law) or otherwise), including:

(i) any taxes imposed on, payable by or owed by Seller arising or related to any time period(s) on or prior to the Closing including the Closing Date;

(ii) taxes imposed on any person that are the responsibility of Seller (including, for the avoidance of doubt, the amount of transfer taxes (if any) as a result of the transactions contemplated by this Agreement, all of which are required to be paid by Seller); and

(iii) taxes arising from or in connection with an Excluded Asset;

(d) except for accrued vacation and personal time off for Retained Employees as set forth in Section 4(d) of this Agreement, all Liabilities with respect to employment or other provision of services, compensation, severance, benefits or payments of any nature owed to any current or former employee, officer, director, member, partner or independent contractor of Seller or any ERISA affiliate (or any beneficiary or dependent of any such individual), whether or not employed by Purchaser or any of its affiliates after the Closing, in each case that arises out of or relates to:

(i) the employment, service provider or other relationship between Seller or ERISA affiliate and any such individual, including the termination of such relationship;

(ii) any benefit plan; or

(iii) employment events or conditions occurring on or before the Closing;

(e) all Liabilities related to the federal WARN Act and any state analogs including the Illinois WARN Act, in each case to the extent applicable, for any action resulting from employees' separation of employment prior to or on the Closing;

(f) all Liabilities related to employees (whether full-time, temporary or otherwise) that are terminated or separated prior to or on the Closing;

(g) all Liabilities of Seller to its equity holders respecting dividends, distributions in liquidation, redemptions of interests, option payments or otherwise;

(h) all Liabilities arising out of or relating to any business or property formerly owned or operated by Seller, any affiliate or predecessor thereof, but not presently owned and operated by Seller;

(i) all Liabilities relating to claims, actions, suits, arbitrations, litigation matters, proceedings, investigations or other actions (in each case, whether involving private parties, authorities, or otherwise) involving, against, or affecting any of the Sale Assets or the RAS Business, whether commenced, filed, initiated, or threatened before or after the Closing and which was or could have been asserted on or prior to the Closing or to the extent the basis of which arose or accrued on or prior to the Closing;

(j) all Liabilities of Seller arising and to be performed prior to the Closing arising from or related to the RAS Business or the Sale Assets, other than as expressly assumed herein;

(k) all Liabilities of Seller or its predecessors arising out of any contract, agreement, permit, franchise or claim that is not transferred to Purchaser because of any failure to obtain any third-party or governmental consent required for such transfer;

(l) any and all Liabilities of any kind or nature relating to the failure of Seller to comply with bulk sale laws, in any jurisdiction;

(m) any costs and expenses incurred by Seller in connection with this Agreement, the Related Agreements and the transactions contemplated hereby and thereby;

(n) all Liabilities of Seller related to any actions arising from or related to alleged improprieties conducted by the Former CEO; and

(o) any Debt.

6. Deposit and Purchase Price.

(a) **Deposit**. Purchaser has deposited an amount equal to twenty-five percent (25%) of the Cash Component of the Purchase Price by wire transfer of immediately available funds in an IOLTA account with Seller's counsel (the "**Deposit Account**") in accordance with the Sale Procedures Order, to be disbursed only upon Order of the Bankruptcy Court (the "**Deposit**"). The Deposit while remaining in the Deposit Account shall not be subject to any lien, attachment, trustee process, or any other judicial process of any creditor of Seller, Purchaser or any of their respective Affiliates. Any portion of the Deposit released to Purchaser in accordance with the terms of this Agreement and the Sale Procedures Order shall not be subject to any lien, attachment, trustee process, or any other judicial process of any creditor of Seller. At the closing of the transaction contemplated hereunder (the "**Closing**"), (x) the Deposit shall be credited to Purchaser against the Purchase Price and distributed to Seller by wire transfer of immediately available funds to an account specified in writing by Seller, or (y) returned to Purchaser as provided herein.

(b) **Purchase Price**. In consideration for the sale and transfer of the Sale Assets, upon the terms and conditions of this Agreement, at the Closing, Purchaser shall: (i) in addition to the payment by Purchaser of the Cure Costs (other than the MSAs Cure Costs) that constitute Assumed Liabilities pursuant to Section 4(a) in accordance with Section 8(c)(ii), pay or cause to be paid to Seller, an amount equal to $525,000 (the "**Cash Component**") and (ii) assume the Assumed Liabilities (collectively, the "**Purchase Price**"). An amount equal to (A) the Cash Component minus the Deposit (the "**Closing Consideration**") plus (B) the Cure Costs (other than the MSAs Cure Costs) shall be payable by Purchaser to Seller or, with respect to any Cure Costs, directly to the contract counterparties, at the Closing by wire transfer of immediately available funds to an account designated by Seller in writing at least three (3) Business Days prior to the Closing.

(c) **Purchase Price Adjustment**. There shall be no adjustment to the Purchase Price; and

(d) **Allocation of Purchase Price**. The Purchase Price (plus other relevant items) shall be allocated among the Sale Assets (including tax and financial accounting) in a manner consistent with Sections 338 and 1060 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder (the "**Allocation Schedule**"). The Allocation Schedule shall be prepared by Purchaser and delivered to Seller within forty-five (45) days following the Closing. Seller may propose, and Purchaser shall consider in good faith but is under no obligation to agree to, revisions to the Allocation Schedule. In the event of a dispute over the Allocation Schedule, either Party may submit the dispute to the Bankruptcy Court for determination. Purchaser and Seller shall file all tax returns (including amended returns and claims for refunds) and information reports in a manner consistent with the Allocation Schedule.

7. Incorporation of Approved Bidding Procedures; Bid Effectiveness and Failure to Close; Bankruptcy Court Approval.

(a) **Acknowledgements by Purchaser**. Purchaser acknowledges that its offer contained herein:

i. is made pursuant to the Sale Procedures Order;

ii. is subject to Bankruptcy Court approval;

iii. is irrevocable, and shall be valid and subsisting so long as required under this Agreement;

iv. will be subject to further competitive bidding at the Auction as described in the Approved Bidding Procedures attached to the Sale Procedures Order; and

v. will be deemed to have caused Purchaser to consent to the Sale Procedures Order and the Approved Bidding Procedures and agree to be bound by the terms and conditions thereof in connection with this Agreement, in each case, as such terms and conditions were amended by Seller on the record at the Auction. Notwithstanding the foregoing, in the event of any conflict between the Sale Procedures Order and Approved Bidding Procedures and this Agreement, the Sale Procedures Order shall control in all respects and for all purposes.

(b) **Bid Effectiveness**. If Purchaser's bid herein (or as amended by Purchaser at the Auction):

(i) is designated as the Prevailing Bid, then such bid or amended bid shall remain irrevocable until the Outside Closing Date; and

(ii) is designated as the Back-Up Bid (and is not later designated as the Prevailing Bid), then such bid or amended bid shall remain irrevocable until the occurrence of the earliest of the following events: (A) the closing of the Prevailing Bid; (B) the Outside Closing Date; or (C) receipt of a Declination Notice (the "**Back-Up Deadline**"). Within three (3) Business Days after the Back-Up Deadline, Seller shall return the Deposit to the Back-Up Bidder, whereupon the Back-Up Bid shall be considered null and void and of no legal effect whatsoever, with each Party hereto otherwise suffering and being responsible for their own losses, costs, expenses or damages arising out of, under or related to this Agreement.

(c) **Prevailing Bidder Failure to Close.** In the event of a Prevailing Bidder Failure to Close, then Seller, in its sole and absolute discretion, after consultation with the Consultation Parties, may accept the Back-Up Bid in writing within two (2) days after such Prevailing Bidder Failure to Close, whereupon the Back-Up Bid shall be deemed to be the Prevailing Bid and the party submitting the Back-Up Bid, including Purchaser if applicable, shall be required to consummate the transactions contemplated in the Back-Up Bid within fourteen (14) days after such acceptance, and notwithstanding anything to the contrary provided herein, the Outside Closing Date shall be deemed to be January 22, 2026.

(d) Seller shall request entry of one or more Orders approving the consummation of the sale contemplated hereby, in form and substance agreeable among Seller, the Consultation Parties, and Purchaser, or the party submitting the Back-Up Bid, as the case may be (the "**Sale Approval Order**").

8. Closing.

(a) **Closing Date**. In the event that this Agreement is approved as the Prevailing Bid by the Sale Approval Order, then subject to the terms and conditions of this Agreement, as may be amended at the Auction or otherwise, the Closing shall take place at the offices of Seller's counsel at 53 W. Jackson Blvd., Suite 1050, Chicago, Illinois 60604 at 10:00 a.m. on the later of the second (2^{nd}) Business Day after the satisfaction (or waiver by the Party for whose benefit such conditions exist) of all conditions described in Section 11 and Section 12 that are required to be satisfied prior to the Closing (other than actions to be taken or items to be delivered at the Closing as set forth herein, but subject to the satisfaction or waiver of such conditions) or at such other location, time and date as shall be mutually agreed upon by the Parties (the "**Closing Date**"), but in no event later than January 16, 2026 (the "**Outside Closing Date**"). The time of the Closing shall be deemed to be effective as of 12:01 a.m. (Chicago time) on the Closing Date.

(b) **Seller's Deliveries at Closing**. At the Closing, Seller shall deliver or cause to be delivered to Purchaser the following, as applicable:

(i) a counterpart of the Bill of Sale and Assignment and Assumption Agreement duly executed by Seller;

(ii) counterparts of the Assumption/Assignment Riders to the Assumed Contracts, including the Assumption/Assignment Riders required to satisfy the condition set forth in Section 11(d), in each case duly executed by Seller and each applicable counterparty (collectively, the "**Assumed Contracts Assignments**");

(iii) a counterpart of the IP Assignment duly executed by Seller;

(iv) the Books and Records;

(v) a copy of the Sale Approval Order;

(vi) originals of the Assumed Contracts, and if unavailable, true and correct copies thereof;

(vii) a certified resolution of Seller's board of directors authorizing the execution, delivery and performance of this Agreement and the Related Agreements to which Seller is a party contemplated hereby and the consummation of the transactions contemplated hereby and thereby;

(viii) if requested by Purchaser, notices of the sale and transfer of the Sale Assets in a form reasonably satisfactory to Purchaser executed by Seller's president, or CRO, as the case may be, to each Owner;

(ix) a properly completed and executed IRS Form W-9 from Seller; and

(x) such other instruments and documents as Purchaser shall reasonably request to consummate the transactions contemplated in this Agreement and the Related Agreements.

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

(i) the Closing Consideration;

(ii) the Cure Costs (other than the MSAs Cure Costs) that constitute Assumed Liabilities pursuant to Section 4(a);

(iii) a certified resolution of Purchaser's managers (or other governing body) authorizing the execution, delivery and performance of this Agreement and the Related Agreements to which Purchaser is a party contemplated hereby and the consummation of the transactions contemplated hereby and thereby;

(iv) a counterpart of the Bill of Sale and Assignment and Assumption Agreement, the Assumed Contracts Assignments, and the IP Assignment, each duly executed by Purchaser; and

(v) such other instruments and documents as Seller shall reasonably request to consummate the transactions contemplated in this Agreement and the Related Agreements.

9. Assumption of Contracts at Closing.

(a) Subject to Section 9(e) below, **Schedule 2(f)** sets forth a list of all MSAs that Purchaser desires Seller to assign to Purchaser at the Closing subject to approval by the Bankruptcy Court. Between conclusion of the Auction and the Closing, Seller and Purchaser shall use commercially reasonable efforts to cause full and complete execution of the Assumption/Assignment Riders for all MSAs designated by Purchaser for assumption and assignment. Seller shall use commercially reasonable efforts to facilitate any discussions with the counterparties to such MSAs and, for all MSAs for which an Assumption/Assignment Rider has been timely executed, obtain an Order from the Bankruptcy Court, which may be the Sale Approval Order, containing a finding that the proposed assumption and assignment of the MSAs to Purchaser satisfies all applicable requirements of Section 365 of the Bankruptcy Code and expressly authorizes the assumption and assignment of the applicable MSAs.

(b) Subject to Section 9(e) below, **Schedule 2(g)** sets forth a list of all executory contracts or unexpired leases other than MSAs that Purchaser desires Seller to assign to Purchaser at the Closing subject to approval by the Bankruptcy Court. Between conclusion of the Auction and the Closing, Seller and Purchaser shall use commercially reasonable efforts to facilitate any discussions with the counterparties to such executory contracts or unexpired leases, and obtain an Order from the Bankruptcy Court, which may be the Sale Approval Order, containing a finding that the proposed assumption and assignment of the applicable executory contracts or unexpired leases to Purchaser satisfies all applicable requirements of Section 365 of the Bankruptcy Code and expressly authorizes the assumption and assignment of the applicable executory contracts or unexpired leases.

(c) Promptly upon request of Seller, Purchaser shall provide to Seller and counterparties to the Assumed Contracts financial information, including financial statements of Purchaser or other information demonstrating its creditworthiness, reasonably necessary to establish adequate assurance of future performance and otherwise cooperate with Seller and the counterparties with respect to establishing such adequate assurance. Seller will maintain (and make commercially reasonable efforts to ensure that all such counterparties maintain) the confidentiality of all such information received from Purchaser, and Seller shall use (and make commercially reasonable efforts to ensure that all such counterparties use) such information solely for the purpose of establishing adequate assurance of future performance. In addition, if requested by Purchaser, Seller shall require all counterparties to enter into written confidentiality agreements with Seller and Purchaser, on terms reasonably acceptable to Purchaser, governing the use and disclosure of any financial information of Purchaser shared with them in connection with establishing adequate assurance of future performance, unless disclosure of financial information is not requested by the applicable counterparty. In the event a counterparty is unwilling to enter into such confidentiality agreement, Seller shall so advise Purchaser, whereupon Purchaser shall promptly inform Seller that either (i) Purchaser desires Seller to assume and assign the applicable Assumed Contract notwithstanding the absence of a confidentiality agreement, or (ii) Purchaser does not desire Seller to assume and assign the applicable Assumed Contract. Upon Purchaser's election not to have Seller assume and assign a designated Assumed Contract, Seller shall be under no obligation to assume or assign such Assumed Contract, and Seller and Purchaser shall proceed to the Closing with no change to the Purchase Price. Notwithstanding the foregoing, in the event of a contested matter before the Bankruptcy Court to determine Purchaser's ability to demonstrate adequate assurance of future performance of any Assumed Contract, Seller shall have no obligation to require a counterparty to enter into a confidentiality agreement, and Seller shall be free to use Purchaser's financial information in any proceeding on such contested matter subject to a protective order as necessary and appropriate to maintain the confidentiality of Purchaser's financial information.

(d) At the Closing, (i) Seller shall assume and assign to Purchaser each of the Assumed Contracts that are capable of being assumed and assigned and (ii) Purchaser shall assume and perform and discharge the Assumed Liabilities (if any) under the Assumed Contracts pursuant to the entry of an Order by the Bankruptcy Court, approving the assumption and assignment of the Assumed Contracts (the "**Executory Contract Approval Order**"). The Executory Contract Approval Order shall expressly provide that Purchaser shall bear all costs necessary to remedy any existing defaults under the Assumed Contracts required to be paid pursuant to Section 365 of the Bankruptcy Code (the "**Cure Costs**"); provided that as set forth in Section 4(a) the Cure Costs for which Purchaser is responsible and that shall constitute an Assumed Liability, shall not exceed \$100,000; provided, further, that the MSAs Cure Costs required to assume and assign the MSAs shall be addressed by the Assumption/Assignment Riders and are not contemplated to be borne by Purchaser, increase the Purchase Price or constitute Assumed Liabilities. For the avoidance of doubt, the Cure Costs for any Assumed Contract shall not exceed the Cure Costs for such Assumed Contract proposed by Seller and filed on the docket with the Bankruptcy Court, unless a higher Cure Cost (x) is negotiated with the applicable counterparty and agreed to by Purchaser in writing or (y) is determined by an Order of the Bankruptcy Court. If an Order of the Bankruptcy Court determined that the Cure Costs for an Assumed Contract are higher than agreed to by Purchaser, then, at Purchaser's option, such Assumed Contract no longer will constitute an Assumed Contract and will be an Excluded Asset.

(e) Prior to the Closing, Seller shall not reject, modify or alter any of the Assumed Contracts, unless otherwise agreed to in writing by Purchaser (which agreement shall not be unreasonably withheld), or for cause (including but not limited to non-payment of management fees). At any time prior to the Closing, Purchaser shall have the right to notify Seller in writing of any MSA, executory contract, or unexpired lease it previously declined to designate for assumption and assignment but now desires to add to the lists of Assumed Contracts (an "**Added Contract**") (in which case, the Added Contract shall be deemed to be an Assumed Contract); provided, however, that in the event Purchaser designates an Added Contract, then, in such event, the Cure Costs therefor shall be borne solely by Purchaser (excepting any MSA for which an Assumption/Assignment Rider is timely executed) so long as such Cure Costs are reasonably consistent with Seller's representations thereof, and Purchaser shall have the sole responsibility to establish adequate assurance of future performance for any Added Contract; provided, further, that as set forth in Section 4(a) the Cure Costs for which Purchaser is responsible and that shall constitute an Assumed Liability, shall not exceed \$100,000. Upon Purchaser's designation of an Added Contract, **Schedule 2(f)** or **Schedule 2(g)**, as applicable, shall be deemed amended to reflect any Added Contract. Anything herein to the contrary notwithstanding, should a disagreement arise between Seller and Purchaser regarding the Cure Costs of any Added Contract and a resolution to the satisfaction of Purchaser is not reached within a reasonable period of time not to exceed three (3) Business Days after Purchaser's notice to Seller of such disagreement: (i) Purchaser may, at its sole discretion, remove the Added Contract from the lists of Assumed Contracts; (ii) Seller shall be under no obligation to assume or assign such Added Contract; and (iii) Seller and Purchaser shall proceed to the Closing. In no event shall (x) Seller be obligated to pay any Cure Costs for an Added Contract that is not an MSA and (y) the Purchase Price be increased as a result of the addition of any Added Contract pursuant to this Section 9(e).

(f) At any time prior to the Closing or after the Closing if an Order of the Bankruptcy Court under Section 9(d) is entered post-Closing, Purchaser shall have the right to notify Seller in writing of any Assumed Contract it previously designated for assumption and assignment but now desires to remove such Assumed Contract from **Schedule 2(f)** or **Schedule 2(g)**. Automatically upon the elimination of any Assumed Contract in accordance with the foregoing, such MSA, executory contract, or unexpired lease shall constitute an Excluded Asset and will not be assigned to Purchaser, and no Liabilities or Cure Costs arising thereunder or relating thereto shall be assumed or owed by Purchaser. The Parties agree that there will be no reduction to the Purchase Price as a result of the elimination of any Assumed Contract pursuant to this Section 9(f).

(g) Seller acknowledges and agrees that upon the entry of the Sale Approval Order, Purchaser shall have the right to negotiate any amendments or modifications to the terms of the Assigned Contracts.

(h) In no event shall Seller be obligated to pay any Cure Costs that are not included in the Purchase Price as set forth in Section 6(b) above; provided that the MSAs Cure Costs are subject to the terms of the Assumption/Assignment Riders and, for the avoidance of doubt, Purchaser shall have no obligations with respect to the MSAs Cure Costs.

10. Delivery and Condition of the Sale Assets.

(a) Immediately upon completion of the Closing, Seller shall be deemed to have fully and completely turned over to Purchaser the possession, custody and control of the Sale Assets. In connection therewith, if the unexpired lease for the Leased Premises constitutes an Assumed Contract, Seller shall be deemed to have vacated the Leased Premises, and Purchaser agrees that, from and after the Closing, Purchaser shall be solely responsible and liable for any Liabilities of any kind or nature whatsoever arising out of, under or related to the Leased Premises. Seller is not assuming and shall not be liable or responsible for any or all such Liabilities after the Closing.

(b) Purchaser agrees that it is purchasing and shall take possession of the Sale Assets, on an **"AS IS, WHERE IS"** basis, with all faults of any kind or nature, including latent or patent defects, and without other representations and warranties, express, implied or statutory, written or oral, of any kind, nature or description except as expressly provided herein. Purchaser acknowledges that it has previously been given the opportunity to and has conducted such investigations and inspections of the Sale Assets as Purchaser has deemed necessary or appropriate for the purposes of this Agreement and the Related Agreements. Purchaser further acknowledges it has completed all of its due diligence with respect to the transactions contemplated herein as of the Effective Date.

(c) Except as expressly provided for herein, Purchaser acknowledges and agrees that Seller has not made, and hereby does not make or intend to make, any express or implied representations, statements, warranties, or conditions of any kind or nature whatsoever concerning the Sale Assets, including without limitation of the generality of the foregoing: (i) the condition, working order, sufficiency, quantity and/or quality of any or all of the Sale Assets; (ii) the assignability of the Permits or any of them; (iii) the environmental status and conditions of the Leased Premises; (iv) the condition of the roof, heating, central cooling, ventilating, lighting, plumbing and electrical fixtures and systems, basement flooding, leaks, seepage, insect infestation of the Leased Premises; (v) the ability to use any telephone numbers; (vi) the condition or quality of Seller's customers, employees, assets, liabilities, operations, profitability or lack thereof; (vii) the accuracy of projections, estimates, budgets, forecasts, or any other matters of any kind or nature whatsoever arising out of, under or related to the RAS Business and/or the matters leading up to this Agreement; (viii) the completeness or accuracy of Seller's past or present financial statements, books and records and other financial information; or (ix) any and all implied warranties of merchantability or fitness for a particular purpose.

11. **<u>Conditions Precedent to the Obligations of Purchaser</u>**. All obligations of Purchaser hereunder to effect the Closing and consummate the transactions contemplated by this Agreement and the Related Agreements are subject to the fulfillment (or waiver by Purchaser), at or prior to the Closing, of each of the conditions set forth below:

(a) The representations and warranties of Seller contained herein shall be true and correct as of the Effective Date and on and as of the Closing, with the same force and effect as though made on and as of said date.

(b) Seller shall have performed all of its obligations and agreements, and complied with all of its covenants herein, to be performed and complied with by Seller, prior to the Closing or such earlier date as herein specified.

(c) The Bankruptcy Court shall have entered the Sale Approval Order:

(i) approving the sale, transfer and assignment of the Sale Assets to Purchaser free and clear of any and all Encumbrances;

(ii) providing that any and all valid interests (as used in the Bankruptcy Code) including but not limited to liens, claims and encumbrances, shall attach to the Cash Component of the Purchase Price at the Closing;

(iii) approving Seller's assumption and assignment of the Assumed Contracts designated for assumption and assignment hereunder, in accordance with Section 365 of the Bankruptcy Code, in which case the Sale Approval Order shall be deemed to be the Executory Contract Approval Order for purposes hereof; and

(iv) containing a finding that Purchaser is a good faith purchaser pursuant to Section 363(m) of the Bankruptcy Code.

(d) Seller shall have obtained executed Assumption/Assignment Riders from any combination of Owners representing, in the aggregate, no less than sixty percent (60%) of the Contracted Management Fees (the "**Owner Consent Threshold**"). For purposes of this Agreement, the term "**Contracted Management Fees**" shall mean and refer to the monthly revenue contracted for the MSAs, as set forth on **<u>Schedule 11(d)</u>**, excluding contracted management fees from Owners who are Non-Continuing Customers. The Owner Consent Threshold shall be calculated as follows: (x) the Contracted Management Fees for which an Assumption/Assignment Rider has been timely executed divided by (y) the Contracted Management Fees for all MSAs in the aggregate, excluding the Contracted Management Fees for any Non-Continuing Customers.

(e) There shall have been no Material Adverse Change in the Sale Assets or the RAS Business relating thereto from the date hereof until the Closing. For the purposes of this Agreement, a "**Material Adverse Change**" shall mean and be limited to an occurrence of the following:

(i) the rejection or termination of fifty percent (50%) or more of the MSAs of Owners who are not Non-Continuing Customers;

(ii) the cessation of the RAS Business for a period in excess of three (3) consecutive days;

(iii) the layoff, termination, or resignation of thirty percent (30%) or more of Seller's employees; or

(iv) the entry of an Order or other force of law of a Governmental Authority requiring the cessation of the RAS Business in the ordinary course for a period in excess of five (5) consecutive days or more, which is not vacated or otherwise withdrawn or stayed prior to becoming enforceable.

(f) Seller shall have delivered or caused to be delivered to Purchaser the items listed in Section 8(b) in form and substance as required herein.

12. Conditions Precedent to the Obligations of Seller. All obligations of Seller hereunder to effect the Closing and consummate the transactions contemplated by this Agreement and the Related Agreements are subject to the fulfillment (or waiver by Seller), at or prior to the Closing, of each of the conditions set forth below:

(a) The representations and warranties of Purchaser herein contained shall be true and correct of the Effective Date and on and as of the Closing, with the same force and effect as though made on and as of said date.

(b) Purchaser shall have acted in good faith and in a non-collusive manner in connection with the sale process including the Auction, the Sale Procedures Order, the Approved Bidding Procedures, the Assumption/Assignment Riders, and other related matters, and shall have performed all of its obligations and agreements, and complied with all of its covenants herein to be performed and complied with by Purchaser, prior to the Closing or such earlier date as may be specified herein.

(c) The Bankruptcy Court shall have entered the Sale Approval Order.

(d) If Purchaser has reached, or contemplates reaching, an employment or consulting agreement with any former or current officer of Seller, Purchaser shall have fully disclosed the terms and conditions of any and all such employment and/or consulting agreements to the Bankruptcy Court prior to the entry of the Sale Approval Order.

(e) Purchaser shall have delivered or caused to be delivered to Seller the items listed in Section 8(c) in form and substance as required herein.

13. <u>Pre-Closing Conduct of the RAS Business</u>. Except (i) as expressly contemplated by this Agreement, (ii) as required by applicable Law or any Governmental Authority or (iii) with the prior written consent of Purchaser (which consent will not be unreasonably withheld, conditioned or delayed) between the date hereof and the Closing:

(a) Seller shall (i) conduct the RAS Business in the Ordinary Course of Business and (ii) preserve its business organization;

(b) Seller shall not sell, lease, transfer, convey, assign, license, lease, exchange, swap, mortgage, subject to any Encumbrance or dispose of in any manner whatsoever, any of the Sale Assets except in the Ordinary Course of Business;

(c) Seller shall maintain and preserve the Sale Assets in their present state and condition in all material respects, subject only to use in the Ordinary Course of Business and ordinary wear and tear;

(d) Seller shall not cancel, terminate, fail to renew or amend, modify or change, in any material respect, any Permit, in each case other than in the Ordinary Course of Business;

(e) Seller shall not (i) amend, supplement or modify in any respect, terminate, or waive any material right or term under, any Assumed Contract or (ii) enter into any material contract or agreement which, if entered into prior to the Effective Date, would have been required to have been set forth in **<u>Schedule 2(f)</u>** or **<u>Schedule 2(g)</u>**;

(f) Seller shall not amend, supplement, modify or otherwise alter the terms of the unexpired lease for the Leased Premises;

(g) Seller shall not make any capital expenditure relating to the RAS Business or enter into any commitment therefor not contemplated as of the Effective Date other than in the Ordinary Course of Business;

(h) Seller shall not waive, release, assign, institute, settle, compromise or consent to any material claim, litigation, arbitration or proceeding (whether at Law or in equity) or Order relating to the RAS Business that would (i) become an Assumed Liability, (ii) constitute a Sale Asset or (iii) have a material or adverse effect on Purchaser’s ownership, use or operation of, or the value of, the Sale Assets, or Purchaser’s conduct of the RAS Business, after the Closing;

(i) Seller shall maintain the Books and Records in a complete and accurate manner on a basis consistent with bookkeeping and accounting practices of Seller implemented from and after the Petition Date, including in accordance with the OCB Order;

(j) Seller shall pay all taxes, of any kind and nature incurred or arising prior to the Closing, as and when due, or as soon thereafter as is practicable, which may in any way affect or relate to the Sale Assets; provided that Seller shall be obligated to pay such taxes only to the extent authorized under the Bankruptcy Code;

(k) Seller shall not take, or fail to take, any action which by reason of taking or such failure to take would make Seller's representations and warranties herein materially untrue, inaccurate or otherwise misleading; and

(l) Seller shall not authorize, commit or agree to take any of the actions described above in Section 13(a) through (k).

14. Covenants of the Parties.

(a) **Access**. Prior to the Closing, upon reasonable notice from Purchaser, Seller shall afford to the officers, attorneys, accountants or other authorized representatives of Purchaser reasonable access during normal business hours to the employees, Sale Assets, facilities and Books and Records then owned and/or operated by Seller so as to afford Purchaser full opportunity to make such review, examination and investigation of such Sale Assets as Purchaser determines is reasonably necessary in connection with the consummation of the transactions contemplated hereby. Purchaser shall be permitted to make extracts from or to make copies of such Books and Records as may be reasonably necessary in connection therewith.

(b) **Assets Incapable of Transfer**. To the extent that any Assumed Contract or Permit is not assignable or transferrable without the consent of another Person and such consent requirement is not made unenforceable by the Bankruptcy Code, this Agreement and the Related Agreements will not constitute an assignment or transfer thereof, an attempted assignment or transfer thereof, or an agreement to effect such an assignment or transfer, if such assignment or transfer, attempted assignment or transfer, or agreement would constitute a breach thereof, and unless the consent of the other Person is obtained such Assumed Contract or Permit shall be removed from the Sale Assets. Seller, upon the reasonable request of Purchaser, shall use its commercially reasonable efforts to obtain the consent of such other Person to the assignment or transfer of any such Assumed Contract or Permit to Purchaser in all cases in which (i) such consent is or may be required for the assignment or transfer and (ii) such consent requirement is not made unenforceable by the Bankruptcy Code; provided that Seller shall in no event be (x) required to pay any money or (y) permitted, without the prior written consent of Purchaser to, amend or modify any material terms or provisions of any Assumed Contract or Permit. With respect to any Permit which may not be transferred and for which Purchaser must obtain a replacement in order to operate the RAS Business as currently operated, Seller shall reasonably cooperate with Purchaser in Purchaser obtaining such replacement Permit and, at Purchaser's cost, maintain such non-transferable Permit for the benefit of Purchaser until the earlier of (A) the date that Purchaser obtains a replacement Permit and (B) thirty (30) days after the Closing Date.

(c) **Commercially Reasonable Efforts**. Prior to the Closing, each Party shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement and the Related Agreements, including to (i) obtain any other consents or approvals as are necessary in connection with the consummation of the transactions contemplated by this Agreement and the Related Agreements, (ii) effect all registrations and filings as are necessary or desirable in connection with the consummation of the transactions contemplated by this Agreement and the Related Agreements, (iii) defend any lawsuits or other legal proceedings, whether judicial or administrative, whether brought by private parties or Governmental Authorities or officials, challenging this Agreement or the consummation of the transactions contemplated by this Agreement and the Related Agreements, and (iv) furnish to each other such information and assistance and to consult with each other with respect to the terms of any registration, filing, application or undertaking as may be reasonably requested in connection with the foregoing.

(d) **Notification**.

(i) Seller shall promptly notify Purchaser, and Purchaser shall promptly notify Seller, of any litigation, arbitration or administrative proceeding pending or, to their knowledge, threatened against Seller or Purchaser, as the case may be, that challenges or would materially affect the transactions contemplated hereby.

(ii) Seller shall promptly, and in no event later than two (2) Business Days after receipt, notify Purchaser of any material correspondence related to alleged defaults, amendments, Cure Costs, or termination of any Assumed Contracts. For the avoidance of doubt, such material correspondence shall not include communications related to the day-to-day provision of services under such Assumed Contracts or the execution of Assumption/Assignment Riders.

(iii) Seller shall provide prompt written notice to Purchaser of any change in any of the information contained in the representations and warranties and covenants made by Seller hereof, the due diligence information provided by Seller to Purchaser, or any Exhibits or Schedules referred to herein or attached hereto and shall promptly furnish any information that Purchaser may reasonably request in relation to such change; provided that such notice shall not operate to cure any breach of the representations and warranties and covenants made by Seller hereof or any Exhibits or Schedules referred to herein or attached hereto.

(iv) Seller shall promptly notify Purchaser of the occurrence of a Material Adverse Change.

(e) **No Inconsistent Action**. Neither Seller nor Purchaser shall take any action that is materially inconsistent with its respective obligations under this Agreement.

(f) **Insurance**. Seller shall maintain in full force and effect insurance covering the Sale Assets through the Closing Date.

15. Seller's Representations and Warranties. Seller represents and warrants to Purchaser as of the date hereof and as of the Closing as follows:

(a) Seller is a corporation duly organized, validly existing and in good standing (where applicable) under the Laws of the State of Illinois, and has all necessary corporate power and authority to own, lease and operate the RAS Business and the Sale Assets, and to carry on the RAS Business as currently conducted, subject to the Chapter 11 Case. Seller is authorized, qualified or licensed to do business in each jurisdiction in which the RAS Business is required by applicable Law to be so authorized, qualified or licensed. A list of all such jurisdictions in which Seller and the RAS Business are so authorized, qualified or licensed to do business is set forth in **Schedule 15(a)**. Without limiting the generality of the foregoing provisions of this Section 15(a), other than Seller, no other Person owns or holds any asset that would be a Sale Asset if it were owned by Seller.

(b) Seller has good and marketable title to the Sale Assets and, upon the entry of the Sale Approval Order and the Closing, Purchaser will acquire all right, title and interest in the Sale Assets, free and clear of all Encumbrances, other than the Assumed Liabilities.

(c) Subject only to the approval of the Bankruptcy Court, Seller has full power and authority to execute and perform this Agreement, the Related Agreements and all documents and instruments required to be executed by Seller pursuant to this Agreement. This Agreement, the Related Agreements and all documents and instruments required to be executed by Seller pursuant to this Agreement, have been or will be duly executed and delivered by duly authorized officers of Seller. Upon the approval of the Bankruptcy Court, this Agreement and the Related Agreements shall constitute a legal, valid and binding obligation of Seller enforceable against Seller in accordance with their terms.

(d) Subject only to the approval of the Bankruptcy Court, no consent, authorization, Order or approval of, or filing or registration with, any Governmental Authority is required for or in connection with the consummation by Seller of the transactions contemplated by this Agreement and the Related Agreements.

(e) Subject only to the approval of the Bankruptcy Court, neither the execution and delivery of this Agreement and the Related Agreements by Seller, nor the consummation by Seller of the transactions contemplated hereby and thereby (i) conflicts or will conflict with or require the consent of any Person that has not been obtained under Seller's Articles of Incorporation or by-laws, (ii) will violate or breach in any material respect any provision of, or require any consent, authorization, or approval under any Law or Order applicable to Seller, the RAS Business, the Sale Assets or the Assumed Liabilities, (iii) will violate, conflict with, result in a breach of, constitute default under (whether with or without notice or the lapse of time or both), accelerate or permit the acceleration of the performance of required by, or require any consent, notice, waiver, payment of a penalty or increased liabilities or fees, authorization or approval under any Assumed Contract or Permit material to the RAS Business to which Seller is a party or by which Seller is bound or to which any of its properties or assets are subject, except to the extent excused or stayed by the Chapter 11 Case or (iv) result in the creation of any Encumbrance upon the Sale Assets other than Permitted Encumbrances created by Purchaser.

(f) Seller has made available to Purchaser copies of all material benefit plans covering employees, directors or consultants or former employees, directors or consultants in, or related to, the RAS Business.

(g) Except as set forth on **Schedule 15(g)**, there are no employment, consulting, severance or indemnification contracts between Seller and any of its employees. Seller:

(i) is not party to or bound by any collective bargaining or similar agreement with any labor organization and has no employees that are represented by any labor organization; and

(ii) has no knowledge of any union organizing activities among the employees of Seller.

(h) Excluding any actions arising from or related to alleged improprieties conducted by the Former CEO, Seller is and at all times has been in compliance in all respects with all Permits applicable to it, or applicable to the conduct and operations of the RAS Business, or relating to or affecting the Sale Assets, except for such failures to comply that would not, individually or in the aggregate, have or be reasonably expected to be material to the RAS Business. Seller has not received any written notice from any Governmental Authority alleging:

(i) any actual, alleged or threatened violation of, or failure to comply with, any such Permits; or

(ii) any actual, alleged or threatened revocation, withdrawal, suspension, cancellation or termination of, or any modification to, any Permit.

(i) Other than the Chapter 11 Case, and other than as listed on **Schedule 15(i)**, there are no lawsuits, administrative or other proceedings or investigations relating to the ownership or use of the Sale Assets or conduct of the RAS Business by Seller or otherwise affecting the Sale Assets or the RAS Business pending, or, to the Seller's knowledge, threatened against Seller. Other than pursuant to the Chapter 11 Case, there are no judgments, Orders or decrees of any Governmental Authority binding on Seller that relate to the Sale Assets or otherwise affect the Sale Assets. Seller is not in violation of any term of any judgment, decree, injunction or Order entered by any Governmental Authority and outstanding against it relating to or with respect to the RAS Business or any of the Sale Assets.

16. **Purchaser's Representations and Warranties**. Purchaser represents and warrants to Seller as of the date hereof and as of the Closing as follows:

(a) Purchaser is a limited liability company duly organized and validly existing under the laws of the State of Nevada.

(b) Purchaser has full power and authority to execute and perform this Agreement, the Related Agreements and all documents and instruments required to be executed by Purchaser pursuant to this Agreement. This Agreement, the Related Agreements and all documents related hereto and thereto, have been, or will be, executed and delivered by a duly authorized manager of Purchaser. This Agreement and the Related Agreements shall constitute a legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with their terms.

(c) Except for the approval of the Bankruptcy Court, no consent, authorization, Order or approval of, or filing or registration with, any Governmental Authority is required for or in connection with the consummation by Purchaser of the transactions contemplated by this Agreement and the Related Agreements.

(d) Neither the execution and delivery of this Agreement and the Related Agreements by Purchaser, nor the consummation by Purchaser of the transactions contemplated hereby and thereby (i) conflicts or will conflict with or require the consent of any Person that has not been obtained under Purchaser's organizational documents, (ii) will violate or breach in any material respect any provision of, or require any consent, authorization, or approval under any Law or Order applicable to Purchaser or the properties or assets of Purchaser, except for any such items that would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Purchaser, or (iii) will violate, conflict with, result in a breach of, constitute default under (whether with or without notice or the lapse of time or both), accelerate or permit the acceleration of the performance of required by, or require any consent, notice, waiver, payment of a penalty or increased liabilities or fees, authorization or approval under any contract to which Purchaser is a party or by which Purchaser is bound or to which any of its properties or assets are subject, except for any such items that would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Purchaser.

(e) Purchaser acknowledges that it has previously been given the opportunity to conduct, and has conducted, such investigations and inspections of the RAS Business, the Sale Assets, and the transactions contemplated herein as Purchaser has deemed necessary or appropriate for the purposes of this Agreement.

(f) Purchaser has, and will have at the Closing, sufficient funds in an aggregate amount necessary to pay the Purchase Price, to perform the Assumed Liabilities as they become due in accordance with their terms and to consummate all of the other transactions hereunder, including the payment of the Purchase Price and all fees, expenses of, and other amounts required to be paid by, Purchaser in connection with the acquisition of the Sale Assets. Purchaser is and shall be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f) of the Bankruptcy Code with respect to the Assigned Contracts and the related Assumed Liabilities.

17. Survival of Representations and Warranties. The warranties and representations of the Parties shall survive the Closing until such time as the applicable statute of limitations as to any claims resulting from the breach thereof, has expired.

18. Termination and Remedies. This Agreement and the transactions contemplated herein may be terminated at any time prior to the Closing:

(a) by Purchaser or Seller in the event the Bankruptcy Court does not authorize Seller to proceed in accordance with the terms of this Agreement as drafted, in which case Purchaser shall be entitled to a refund of its Deposit;

(b) by the mutual written consent of Seller and Purchaser, in which case, this Agreement shall be null and void and of no legal effect whatsoever upon Seller’s return of the

Deposit, and each Party shall suffer its own losses, costs, expenses or damages arising out of, or related to this Agreement;

(c) by Purchaser or Seller in the event that any Governmental Authority has issued a final and non-appealable Order restraining or enjoining this Agreement and the transactions contemplated hereby, and such Order is not stayed by an Order of the Bankruptcy Court;

(d) upon the closing of a Prevailing Bid submitted by a party other than Purchaser, and provided that Purchaser is not in default hereunder, then subject to the terms and conditions of the bidding procedures approved in the Sale Procedures Order concerning the Back-Up Bid, this Agreement shall be null and void and of no legal effect whatsoever upon Seller's return of the Deposit, and each Party shall otherwise suffer its own losses, costs, expenses or damages arising out of, or related to this Agreement;

(e) by Purchaser by written notice to Seller if there has been a Material Adverse Change;

(f) by Purchaser by written notice to Seller if the condition set forth in Section 11(d) has not been satisfied by the Outside Closing Date; and

(g) by either of the Parties hereto if there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by the other Party pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Section 11 and Section 12, and such breach, inaccuracy, or failure cannot be cured by the other Party (to the extent that such material breach, inaccuracy or failure is capable of being cured) by the earlier of (x) the date that is fifteen (15) Business Days after the other Party's receipt of written notice of such material breach, inaccuracy or failure from the terminating Party and (y) the Outside Closing Date; provided that the right to terminate this Agreement under this subparagraph shall not be available to any Party whose failure to fulfill any of its obligations under this Agreement has been the cause of or resulted in the failure of the Closing to occur on or prior to the aforesaid date; provided, further, that:

(i) if Purchaser is not in default hereunder and Seller fails to make the required deliveries at the Closing or materially defaults under this Agreement with no fault of Purchaser, then Purchaser shall have the right to:

(A) terminate this Agreement and thereupon this Agreement shall be null and void and of no legal effect whatsoever upon Seller's return of the Deposit to Purchaser; or

(B) pursue the remedy of specific performance of this Agreement in the Bankruptcy Court; and

(ii) if Seller is not in default hereunder and Purchaser fails to pay the balance of the Purchase Price at the Closing, or refuses to close for any reason, then Seller, as its sole remedy, shall be entitled to retain the Deposit as liquidated damages for Purchaser's default.

19. **Brokers**. Except for Livingstone Partners LLC, the Parties warrant to each other that they have not engaged, consented to, or authorized any other broker, investment banker, or other third party to act on their behalf, directly or indirectly, as a broker or finder in connection with the transactions contemplated by this Agreement, and that no such other third party is entitled to any fee or compensation in connection with this Agreement or the transactions contemplated hereby by reason of any action of it. Seller and Purchaser shall indemnify, defend and hold harmless the other from any and all claims of any broker, investment banker, or other broker or finder, arising by, through or under either of them in connection with the transactions contemplated by this Agreement.

20. **Risk of Loss**. Legal title to, and all risk of loss for, the Sale Assets shall be transferred to Purchaser effective upon the Closing.

21. **Further Assurances; Post-Closing Obligations**.

(a) Seller and Purchaser shall each make their respective books and records (including work papers in the possession of their respective accountants and, to the extent they exist, Seller's annual income tax returns, quarterly tax returns and payroll tax returns) with respect to the RAS Business and Sale Assets available for inspection by the other Party, or by its duly accredited representatives, for reasonable business purposes at all reasonable times during normal business hours, for a three (3)-year period after the Closing, with respect to all transactions of Seller occurring prior to and relating to the Closing; provided that, with respect to Purchaser, its obligation under this subparagraph shall only relate to the Books and Records that are Sale Assets, and not any of Purchaser's other books and records. As used in this subparagraph, the right of inspection includes the right to make extracts or copies. The representatives of a Party inspecting the records of the other Party shall be reasonably satisfactory to the other Party, and shall include any Bankruptcy Court-authorized successor-in-interest to Seller, including a subsequently appointed chapter 11 or chapter 7 trustee, a post-confirmation liquidating trustee, or a plan agent.

(b) For a period of ninety (90) days after the Closing, Purchaser shall, at no cost to Seller, for purposes of Seller's continuing efforts to complete the administration of Seller's estate in the Chapter 11 Case, make reasonably available to Seller during all normal business hours: (i) access to the Leased Premises (provided Purchaser is conducting business therefrom); and (ii) management-level Retained Employees.

(c) On and after the Closing Date, in the event Purchaser receives funds on account of any Excluded Assets, whether by check, wire transfer, ACH, direct deposit, or otherwise, Purchaser shall remit such funds to Seller within three (3) Business Days of receipt of such funds.

(d) On and after the date of the Closing, in the event Seller receives funds on account of the Sale Assets, whether by check, wire transfer, ACH, direct deposit, or otherwise, Seller shall remit such funds to Purchaser within three (3) Business Days of receipt of such funds on a non-recourse basis. Seller hereby agrees to maintain all bank accounts used in the RAS Business for a period of not less than one hundred eighty (180) days and shall thereafter be permitted to close such accounts in its sole and absolute discretion.

(e) From and after the Closing for a period of one hundred eighty (180), Seller agrees to forward to Purchaser all emails received in connection with the RAS Business and the Sale Assets.

(f) If, following the Closing, (i) any right, property, asset or Liability that is a Sale Asset or an Assumed Liability is found to have been retained by Seller or (ii) any right, property, asset or Liability that is an Excluded Asset or an Excluded Liability is found to have been retained by Purchaser, in each case, in error, either directly or indirectly, then Seller or Purchaser, as applicable, shall (A) no later than two (2) Business Days after finding that such right, property, asset or Liability has been retained by Seller or transferred to Purchaser, as applicable, notify Seller or Purchaser, as applicable, (B) hold on trust such right, property, asset or Liability and enforce any rights and comply with any obligations that Seller or Purchaser, as applicable, may have with respect to such right, property, asset or Liability, and (C) transfer at no cost to Seller or Purchaser, as applicable, such right, property, asset or Liability as soon as practicable to Seller or Purchaser, as applicable.

(g) From and after the Closing, the Parties shall execute such further documents, and perform such further acts, as may be necessary to transfer and convey the Sale Assets to Purchaser on the terms herein contained and to otherwise comply with the terms of this Agreement and consummate the transactions contemplated hereby.

22. **Entire Agreement; Amendments**. This Agreement, together with the Schedules and Exhibits, and the Related Agreements constitute the entire agreement between the Parties relating to the subject matter hereof and thereof and is the final and complete expression of their intent. No prior or contemporaneous negotiations, promises, agreements, covenants, or representations of any kind or nature, whether made orally or in writing, have been made or relied upon by the Parties, or any of them, in negotiations leading to this Agreement, the Related Agreements or relating to the subject matter hereof and thereof, which are not expressly contained herein, or which have not become merged and finally integrated into this Agreement and the Related Agreements; it being the intention of the Parties that in the event of any subsequent litigation, controversy, or dispute concerning the terms and provisions of this Agreement or the Related Agreements, no Party shall be permitted to offer to introduce oral or extrinsic evidence concerning the terms and conditions hereof or thereof that are not included or referred to herein or therein and not reflected in writing. This Agreement can be changed, modified or amended only by a writing executed by the Parties. No conditions of any kind or nature exist to the legal effectiveness of this Agreement which shall be in full force and effect immediately upon execution and delivery by the Parties, subject to entry of the Sale Approval Order and as otherwise required under the Bankruptcy Code.

23. **Proration of January Management Fees and Expenses**.

(a) Management fees attributable to services rendered by either Seller or Purchaser in January 2026 pursuant to Assumed MSAs ("**January Management Fees**") shall be prorated by dividing the total amount of such fees, whether received by Seller or Purchaser, by thirty-one (31), and: (i) to determine the amount of fees allocated to Seller as an Excluded Asset ("**Seller January Management Fees**"), multiplying the result by the number of days in January 2026 prior to the Closing; or (ii) to determine the amount of fees allocated to Purchaser as a Sale Asset ("**Purchaser**

January Management Fees"), multiplying the result by the number of days in January 2026 that fall on or after the date of the Closing.

(b) On the final business day of February 2026 and continuing on the final business day of each successive month until all Seller January Management Fees have been remitted to Seller, Purchaser shall deliver to Seller: (i) an accounting setting forth all management fees under Assumed MSAs received by Purchaser on or after the date of the Closing; and (ii) all Seller Management Fees received by Purchaser on or after the date of the Closing.

(c) Purchaser shall use commercially reasonable efforts to use billing and collection practices with respect to the January Management Fees which are substantially similar to those of Seller in the Ordinary Course of Business. Without limiting the generality of the foregoing sentence, Seller shall not offer or apply any discount, rebate, credit, or other reduction in the amount of the January Management Fees.

(d) Seller shall pay the monthly operating expenses for January 2026 set forth in **Schedule 23(d)** (the "**January Expenses**") in the Ordinary Course of Business. Solely to the extent the January Expenses: (i) are of the same kinds and like amounts (*i.e.,* plus or minus a 10% permitted variance) as those set forth therein, and (ii) have actually been paid by Seller, Purchaser shall, within fifteen (15) Business Days after receipt of an itemized statement from Seller setting forth the January Expenses actually paid, reimburse Seller for a portion of such January Expenses, prorated by dividing the total amount of such January Expenses by thirty-one (31) and multiplying the result by the number of days in January 2026 that fall on or after the date of the Closing. The balance of the January Expenses, including any January Expenses that exceed the permitted variance set forth in this Section 23(d), shall remain the responsibility of Seller.

24. **Reconciliation and Payment of Owner Funds**. Seller shall continue to collect, deposit, and segregate any Owner Funds received by Seller in the month of January 2026 (the "**January Owner Funds**") in accordance with the OCB Order. From February 1, 2026, through and including February 15, 2026, the Parties shall make commercially reasonable efforts to reconcile and agree upon the amounts of the January Owner Funds owed to each of the applicable Owners, whereupon Seller shall remit such amounts to the agreed-upon Owners. From and after February 1, 2026: (i) Seller shall promptly remit directly to Purchaser any Owner Funds it receives with respect to Owners whose MSAs are Assigned MSAs; and (ii) Purchaser shall promptly remit directly to Seller any Owner Funds it receives with respect to Owners whose MSAs are not Assigned MSAs.

25. **Notices**. All notices required or permitted to be given hereunder shall be in writing and may be delivered by hand, by email, by nationally recognized private courier, or by United States mail. Notices delivered by mail shall be deemed given five (5) Business Days after being deposited in the United States mail, postage prepaid, registered or certified mail. Notices delivered by hand by nationally recognized private courier for overnight delivery shall be deemed given on the first (1st) Business Day following receipt. Notices delivered by email shall be deemed given when sent by email with confirmed receipt, which confirmation shall promptly be provided by the recipient. All notices shall be addressed as follows (or to such other address as any Party shall have advised the others in writing):

If to Seller addressed to:

RAS Data Services, Inc.
1510 Plainfield Road, Suite #3
Darien, Illinois 60561
Attn: Sandor Jacobson, CRO
Email: sandor.jacobson@plantemoran.com

With a copy to:

Adelman & Gettleman, Ltd.
53 W. Jackson Blvd., Suite 1050
Chicago, IL 60604
Attn: Adam P. Silverman, Esq.
Alex F. Brougham, Esq.
Email: asilverman@ag-ltd.com;
abrougham@ag-ltd.com

If to Purchaser addressed to:

AllTranstek, L.L.C.
c/o RAILTRAC Holdings, Inc.
1101 31st St. STE 200
Downers Grove, Illinois 60515
Attn: Steve Bourque
Email: steveb@railtrac.com

With a copy to:

Baker McKenzie LLP
1900 N. Pearl Street
Suite 1500
Dallas, Texas 75201
Attn: John Quattrochhi
Debra Dandeneau
Tanner Bodine
Email: John.Quattrocchi@bakermckenzie.com;
Debra.Dandeneau@bakermckenzie.com;
Tanner.Bodine@bakermckenzie.com

and/or to such other respective addresses and/or addressees as may be designated by notice given in accordance with the provisions of this paragraph.

26. **No Contract until Execution**. This Agreement shall become valid and binding only after it is executed and delivered by the Parties and approved by the Bankruptcy Court in the Sale Approval Order. Until execution hereof, it is the intention of the Parties that:

(a) no agreement, contract, offer of agreement or proposal arises; and

(b) no estoppel is created by the submission of any draft hereof or any other conduct of the Parties.

27. **Expenses**. Each Party shall bear all fees and expenses incurred by such Party in connection with, relating to or arising out of the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including, without limitation, attorneys', accountants' and other professional fees and expenses.

28. **Non-Waiver**. The failure in any one or more instances of a Party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver by said Party of any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving Party.

29. **Binding Effect**. This Agreement shall inure to the benefit of and be binding upon the Parties, and their successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to convey on any Person other than the Parties, and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, including, without limitation, third party beneficiary rights.

30. **Assignability**. This Agreement is not assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

31. **Jurisdiction**. The Bankruptcy Court shall have exclusive jurisdiction to enforce each and every term and condition of this Agreement and the Related Agreements, including but not limited to hearing and determining claims or disputes among the Parties arising as a result of this Agreement, the Related Agreements or arising as a result of any claimed breach of this Agreement or the Related Agreements, whether at law or in equity; provided, however, that if the Bankruptcy Court is unwilling or unable to hear any such dispute, the courts of the state of Illinois and the federal courts of the United States of America located in Illinois 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, the Related Agreements or any agreement contemplated hereby or thereby. 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, THE RELATED AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY.

32. **Applicable Law**. This Agreement and any claim related directly or indirectly to this Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Illinois applicable to contracts made in that State without regard to the principles of conflicts of law thereof that would defer to the substantive laws of any other jurisdiction.

33. **Public Announcements**. From the Effective Date until the Closing, neither Seller nor Purchaser shall make any public statements, including any press releases, with respect to this Agreement, the Related Agreements and the transactions contemplated hereby and thereby without the prior written consent of the other Party (which consent shall not be unreasonably withheld or delayed) except as may be required by Law or in connection with any Bankruptcy Court filings or Bankruptcy Court hearings related to the Chapter 11 Case. If a public statement is required to be made by Law or in connection with any Bankruptcy Court filings or Bankruptcy Court hearings related to the Chapter 11 Case, the Parties shall consult with each other in advance as to the contents and timing thereof.

34. **Severability**. If any provision of this Agreement shall be judicially determined to be unenforceable or invalid, the remainder of this Agreement shall be unaffected to the greatest extent possible.

35. **Headings**. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

36. **Counterparts**. This Agreement may be executed in counterparts. All counterparts hereof shall collectively constitute a single agreement. This Agreement may be executed and delivered by means of a facsimile machine or by .pdf, .tif, .gif, .jpeg, or similar attachment to electronic mail (any such delivery, an "**Electronic Delivery**"), each of which shall be deemed an original and shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party, each other Party shall re-execute the original form of this Agreement and deliver such form to all other Parties. No Party shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each Party unconditionally, absolutely and irrevocably forever waives any such defense.

37. **Construction of Terms**. This Agreement has been drafted jointly by the parties in full consultation with their respective attorneys, and no ambiguity in this Agreement shall be interpreted or construed against any of the parties.

38. **Certain Definitions; Interpretation**.

(a) As used herein, the following terms have the meanings set forth below:

"**Added Contract**" has the meaning ascribed to it in Section 9(e).

"**Affiliate**" means, as to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with that Person. For purposes of this definition, "**control**" (including, with correlative meanings, the terms "**controlled by**" and "**under common control with**"), as used with respect to any Person or group of Persons, means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" has the meaning ascribed to it in the Preamble.

"**Allocation Schedule**" has the meaning ascribed to it in Section 6(d).

"**Assumed Contracts**" has the meaning ascribed to it in Section 2(g).

"**Assumed Liabilities**" has the meaning ascribed to it in Section 4.

"**Assumed MSAs**" has the meaning ascribed to it in Section 2(f).

"**Assumption/Assignment Rider**" has the meaning ascribed to it in the Recitals.

"**Back-Up Deadline**" has the meaning ascribed to it in Section 7(b)(ii).

"**Bankruptcy Code**" has the meaning ascribed to it in the Recitals.

"**Bankruptcy Court**" has the meaning ascribed to it in the Recitals.

"**Bill of Sale and Assignment and Assumption Agreement**" means that certain Bill of Sale and Assignment and Assumption Agreement for the Sale Assets and Assumed Liabilities, substantially in the form of **Exhibit B**.

"**Books and Records**" has the meaning ascribed to it in Section 2(c).

"**Business Day**" means any day other than Saturday, Sunday, a day which is a legal holiday in Chicago, Illinois, or a day on which commercial banks in Illinois are required by Law to close.

"**Cash Component**" has the meaning ascribed to it in Section 6(b).

"**Causes of Action**" has the meaning ascribed to it in Section 3(e).

"**Chapter 11 Case**" has the meaning ascribed to it in the Recitals.

"**Closing**" has the meaning ascribed to it in Section 6(a).

"**Closing Consideration**" has the meaning ascribed to it in Section 6(b).

"**Closing Date**" has the meaning ascribed to it in Section 8(a).

"**Contracted Management Fees**" has the meaning ascribed to it in Section 11(d).

"**Cure Costs**" has the meaning ascribed to it in Section 9(c).

"**Debt**" means all principal, interest, premiums, penalties or other obligations related to (a) all indebtedness of Seller for borrowed money, (b) all obligations (contingent or otherwise) of

Seller for the deferred purchase price of property or services (other than trade accounts payable in the Ordinary Course of Business) (including notes payable to the sellers of such property or services), (c) all obligations of Seller evidenced by notes, bonds, debentures or other similar instruments, (d) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by Seller, (e) all obligations of Seller as lessee or lessees under leases that have been or should be, in accordance with GAAP, recorded as capital or finance leases, (f) all obligations, contingent or otherwise, of Seller under acceptance, letter of credit or similar facilities, (g) all Debt of the type referred to in clauses (a) through (f) above guaranteed directly or indirectly in any manner by Seller, or in effect guaranteed directly or indirectly by Seller through an agreement (i) to pay or purchase such Debt or to advance or supply funds for the payment or purchase of such Debt, (ii) to purchase, sell or lease (as lessee or lessor) property, or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such Debt or to assure the holder of such Debt against loss, (iii) to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether such property is received or such services are rendered) or (iv) otherwise to assure a creditor against loss; provided, that such Debt referred under this clause (g) is of the type that would be reflected as debt on a balance sheet prepared in accordance with GAAP, and (h) all accrued but unpaid interest (or interest equivalent) to the date of determination, and all prepayment premiums or penalties payable upon repayment of any items of Debt of the type referred to in clauses (a) through (g) above.

“**Deposit**” has the meaning ascribed to it in Section 6(a).

“**Deposit Account**” has the meaning ascribed to it in Section 6(a).

“**Effective Date**” has the meaning ascribed to it in the Preamble.

“**Electronic Delivery**” has the meaning ascribed to it in Section 36.

“**Encumbrances**” means any charge, claims (as defined in Section 101(5) of the Bankruptcy Code, including claims for successor liability under any theory of Law or equity), liability, community or other marital property interest, condition, easement, encroachment, encumbrance, license, equitable interest, liens (as defined in Section 101(37) of the Bankruptcy Code), mortgage, deed of trust, option, pledge, security interest, servitude, right of way, right of first refusal, lease, encumbrance, option, or other restriction or third party right, imperfection of title, restrictive covenant, proxy, voting trust or agreement, collective bargaining agreement obligations, pension and other retiree obligations, claims for taxes assessed by, or owing to, any governmental entity, transfer restriction under any shareholder or similar agreement or any other restrictions.

“**Excluded Assets**” has the meaning ascribed to it in Section 3.

“**Excluded Books and Records**” has the meaning ascribed to it in Section 2(c).

“**Excluded Liabilities**” has the meaning ascribed to it in Section 5.

"**Executory Contract Approval Order**" has the meaning ascribed to it in Section 9(c).

"**Former CEO**" has the meaning ascribed to it in the Recitals.

"**Governmental Authority**" means the United States of America or any other nation, any state or other political subdivision thereof, or any entity, agency, court or authority (foreign, federal, state or local) exercising executive, legislative, judicial, regulatory or administrative functions of government or any arbitrator or mediator.

"**Intangible Assets**" has the meaning ascribed to it in Section 2(e).

"**IP**" has the meaning ascribed to it in Section 2(d).

"**IP Assignment**" means that certain IP Assignment for the IP, substantially in the form of **Exhibit C**.

"**January Expenses**" has the meaning ascribed to it in Section 23(d).

"**January Management Fees**" has the meaning ascribed to it in Section 23(a).

"**January Owner Funds**" has the meaning ascribed to it in Section 24.

"**Law**" means any federal, state, local, municipal, foreign, international, multinational or other constitution, statute, law, rule, regulation, ordinance, code, principle of common law or treaty.

"**Leased Premises**" has the meaning ascribed to it in the Recitals.

"**Liabilities**" means any and all direct or indirect liabilities, guarantees, damages, losses, debts, claims, obligations and commitments, in each case, whether fixed, contingent or absolute, known or unknown, asserted or unasserted, foreseeable or unforeseeable, matured or unmatured, accrued or not accrued, determined or determinable, secured or unsecured, disputed or undisputed, subordinated or unsubordinated, patent or latent, or otherwise.

"**Material Adverse Change**" has the meaning ascribed to it in Section 11(e).

"**MSA**" has the meaning ascribed to it in the Recitals.

"**MSA Defaults**" has the meaning ascribed to it in the Recitals.

"**MSAs Cure Costs**" has the meaning ascribed to it in the Recitals.

"**Non-Continuing Customers**" means the Owners designated as "Non-Continuing Customers" on **Schedule 11(d)**.

"**OCB Order**" has the meaning ascribed to it in the Recitals.

"**Order**" means any award, decree, determination, injunction, judgment, order, ruling, settlement, subpoena, temporary restraining order or writ of, by or before any Governmental Authority, whether administrative, civil, criminal, regulatory or otherwise.

"**Ordinary Course of Business**" means an action taken by Seller if such action is in the ordinary course of business consistent with the past practices of Seller except for actions of the Former CEO, subject to those actions necessary and incident, or otherwise relating to, the Chapter 11 Case, including in accordance with the OCB Order.

"**Outside Closing Date**" has the meaning ascribed to it in Section 8(a).

"**Owner Consent Threshold**" has the meaning ascribed to it in Section 11(d).

"**Owner Data for Non-Assumed MSAs**" has the meaning ascribed to it in Section 3(d).

"**Owner Funds**" has the meaning ascribed to it in the Recitals.

"**Owners**" has the meaning ascribed to it in the Recitals.

"**Party**" and "**Parties**" has the meaning ascribed to it in the Preamble.

"**Permits**" has the meaning ascribed to it in Section 2(h).

"**Permitted Encumbrances**" means (a) statutory liens for taxes not yet due, (b) statutory liens of landlords, carriers, warehousemen, mechanics and materialmen incurred in the Ordinary Course of Business for sums not yet due, (c) liens incurred or deposits made in the Ordinary Course of Business in connection with workers' compensation, unemployment insurance and other types of social security, (d) zoning Laws and other land use restrictions that do not materially impair the present or anticipate value or use of the encumbered asset, and (e) in the case of leased property, all matters, whether or not of record, affecting the title of the lessor (and any underlying lessor) that do not materially impair the present or anticipate value or use of the encumbered asset.

"**Person**" means any natural person, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, proprietorship, estate, other business organization, trust, government, Governmental Authority, or any other entity whatsoever.

"**Petition Date**" has the meaning ascribed to it in the Recitals.

"**Purchase Price**" has the meaning ascribed to it in Section 6(b).

"**Purchaser**" has the meaning ascribed to it in the Preamble.

"**Purchaser January Management Fees**" has the meaning ascribed to it in Section 23(a).

"**RAS Business**" has the meaning ascribed to it in the Recitals.

"**Related Agreements**" means all agreements, certificates, instruments or other documents required to be executed and/or delivered pursuant to or in connection with, this Agreement by any person, including the Bill of Sale and Assignment and Assumption Agreement, the Assumed Contracts Assignments, and the IP Assignment.

"**Retained Employees**" has the meaning ascribed to it in Section 4(d).

"**Sale Assets**" has the meaning ascribed to it in Section 2.

"**Sale Procedures Order**" has the meaning ascribed to it in the Recitals.

"**Seller**" has the meaning ascribed to it in the Preamble.

"**Seller January Management Fees**" has the meaning ascribed to it in Section 23(a).

(b) Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, unless the context otherwise requires. The word "extent" and the phrase "to the extent" when used in this Agreement shall mean the degree to which a subject or other thing extends, and such word or phrase shall not mean simply "if." The phrase "made available" when used in this Agreement, shall mean that the information referred to has been posted at least two (2) Business Days prior to the date hereof in the SecureDocs "RAS Data Services Inc." data room established by Seller, or delivered by similar electronic transmission, in unredacted form and accessible by Purchaser and remains available for viewing as of the date hereof and through the Closing. Except where otherwise expressly indicated, the phrase "commercially reasonable efforts" shall not be construed to require the Person obligated to use such efforts to commence, defend or maintain any proceeding, incur any fees or offer or grant any accommodation or concession (financial or otherwise) to any third party. The word "breach" means (i) in the context of a breach of a statement which a Party represents and warrants is true and correct, such statement was not true and correct when made and (ii) in the context of a breach of a covenant or other obligation by a Party, that such Party has not complied with or performed such covenant or other obligation. References in this Agreement to specific Laws or to specific provisions of Laws shall mean such Law as amended from time to time, shall include any successor Laws thereto and shall include all rules and regulations promulgated thereunder.

(c) For the purposes of this Agreement: (i) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (ii) references to the terms "Section," "Schedule," and "Exhibit" are references to the sections of, schedules to, and exhibits to this Agreement, unless otherwise specified; (iii) references to "$" shall mean U.S. dollars; (iv) the word "or" shall not be exclusive; (v) references to "written" or "in writing" include in electronic form; (vi) any reference to "days" means calendar days unless Business Days are expressly specified; (vii) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day; and (viii) whenever the last day for the exercise of any privilege or the discharge or any duty hereunder shall fall upon a day that is not a Business Day, the Party having such privilege or duty may exercise such privilege or discharge such duty on the next succeeding day which is a Business Day.

(d) Capitalized terms not otherwise defined herein shall have the same meanings ascribed thereto in the Sale Procedures Order and Approved Bidding Procedures attached thereto in Docket No. 146, which are expressly incorporated herein and made a part hereof.

[*The remainder of this page is intentionally left blank. Signature page follows.*]

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement on the date first above written.

<u>SELLER</u>:	**<u>PURCHASER</u>**:
RAS DATA SERVICES, INC. An Illinois corporation	ALLTRANSTEK, L.L.C., A Nevada limited liability company
By __________________________ Its: Chief Restructuring Officer	By ______________________________ Its:

EXHIBIT A
ASSUMPTION/ASSIGNMENT RIDER

This Assumption/Assignment Rider (this "**Rider**") is entered into by and among RAS Data Services, Inc. ("**Debtor**"), AllTranstek, L.L.C. ("**Purchaser**"), and ____ (together with each of its affiliates, subsidiaries, successors, and assigns, "**Counterparty**," and together with the Debtor and the Purchaser, the "**Parties**").

<u>Recitals</u>

A. Whereas, on August 1, 2025 (the "**Petition Date**"), Debtor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Northern District of Illinois (the "**Bankruptcy Court**"), commencing a bankruptcy case that remains pending as Case No. 25-11837 (the "**Chapter 11 Case**");

B. Whereas, Debtor has entered into that certain *Asset Purchase Agreement* with the Purchaser, under which Debtor has agreed to sell, and Purchaser has agreed to purchase, all or substantially all of Debtor's assets, subject to approval of the Bankruptcy Court (the "**Asset Sale**");

C. Whereas, Debtor and Counterparty are parties to a management services agreement governing services provided by Debtor in connection with railcars owned and/or controlled by Counterparty (as may have been amended, restated, or otherwise modified from time to time, the "**MSA**");

D. Whereas, Purchaser and Counterparty desire to do business with each other on the terms set forth in the MSA, as amended and modified as set forth in this Rider (the "**Amended MSA**"), following the closing of the Asset Sale (the "**Closing**");

E. Whereas, absent the agreements set forth in this Rider, Debtor is incapable of paying the cure amount required to assume and assign the MSA pursuant to section 365 of the Bankruptcy Code;

F. Whereas, notwithstanding the amounts of any claim by Counterparty against the Debtor or its estate arising from or related to defaults under the Amended MSA (the "**Default Claim**"), the Parties desire that all defaults under the Amended MSA will be cured by the Cure Consideration (as defined below); and

G. Whereas, subject only to approval of the Asset Sale by the Bankruptcy Court and the Closing, the Parties intend for (i) the MSA to be superseded by the Amended MSA, (ii) the Amended MSA to be assumed by Debtor for the sole and limited purpose of immediately assigning the Amended MSA to Purchaser, and (iii) the Amended MSA to be assigned to Purchaser.

Agreement

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein for purposes of background and interpretation, without creating independent obligations of the Parties.

2. **Amendments to the MSA**. Contingent upon and effective as of the Closing, and notwithstanding any term or condition of the MSA to the contrary, the MSA is hereby amended and modified as follows:

a. **Election of Trust Treatment or Direct Payment**. The option selected by checking one of the boxes below will govern the payment of funds in connection with Debtor's (and following assignment, Purchaser's) duties under the Amended MSA:

□ "**Trust Treatment**": All funds paid to Debtor by or for the benefit of Counterparty, in connection with Debtor's duties under the Amended MSA, with the sole exception of management fees or other compensation due Debtor for services rendered to Counterparty ("**Counterparty Funds**") will: (i) continue to constitute property of Counterparty; (ii) be held in trust by Debtor for the benefit of Counterparty; (iii) while in Debtor's possession, be earmarked by Debtor in a manner sufficient to readily ascertain that such Counterparty Funds are owned by the Counterparty; and (iv) unless otherwise directed by Counterparty, be disbursed to vendors, other third parties, or Counterparty in accordance with the Amended MSA no later than twenty-one (21) days after Debtor's receipt of such Counterparty Funds (or on such other date as agreed to by Debtor and Counterparty).

□ "**Direct Payment**": With the sole exception of management fees, neither Counterparty nor any third parties will remit funds to Debtor in connection with Debtor's duties under the Amended MSA. Counterparty assumes full responsibility for all such payments.

b. **Change in Election.** Counterparty may, at its sole and exclusive option, upon not less than thirty (30) calendar days' written notice to Debtor, change the election of Trust Treatment or Direct Payment set forth in paragraph 2(a) above (a "**Change in Election**"). The newly selected option will govern all funds paid by Counterparty in connection with Debtor's duties under the Amended MSA on or after the thirty-first day after the Debtor's receipt of written notice of the Change in Election. A Change in Election will not affect the treatment of funds paid by Counterparty prior to the effectiveness of such Change in Election.

c. **Expiration of Term**. The term of the Amended MSA will expire on the date that is three (3) months after the date of the Closing. The foregoing sentence does not amend or modify any provisions of the MSA governing termination of the MSA for cause (including upon an event of default) or upon notice.

3. **Cure Consideration**. The Parties agree that the following consideration constitutes a complete cure of any defaults under the Amended MSA and complete compensation for the Default Claim, thereby satisfying the requirements of subsections 365(b)(1)(A)-(C) of the Bankruptcy Code: A reservation of the Counterparty's entitlement to assert a general unsecured claim in the Chapter 11 Case for any portion of the Default Claim, and to participate in any

distribution to creditors to the extent such claim is allowed, in accordance with the priorities established by the Bankruptcy Code (the "**Cure Consideration**").

4. **Consent to Assumption and Assignment**. Subject only to approval of the Asset Sale by the Bankruptcy Court and the Closing, Counterparty consents to the assumption of the Amended MSA by the Debtor and the assignment of the Amended MSA to the Purchaser immediately upon the Closing. Counterparty expressly acknowledges and agrees it has received adequate assurance: (a) that Debtor will promptly cure the Default Claim, in the form of the Cure Consideration; (b) that Debtor will promptly compensate any party to the Amended MSA for any actual pecuniary loss to such party arising from a default under the MSA, in the form of the Cure Consideration; and (c) of future performance under the Amended MSA. Counterparty further expressly acknowledges and agrees that it has received adequate notice of the proposed assumption and assignment of the Amended MSA, and waives any entitlement to other or further notice thereof.

5. **Effect of Assignment**. Immediately upon the Closing, Purchaser will be substituted for Debtor with respect to all rights and obligations under the Amended MSA, notwithstanding any anti-assignment clauses in the MSA, whereupon Debtor will have no further rights or obligations thereunder.

6. **Bankruptcy Court Approval**. The effectiveness of this Rider is expressly made subject to approval of the Asset Sale by the Bankruptcy Court and the occurrence of the Closing. In the event the Bankruptcy Court does not approve the Asset Sale or the Closing does not occur, this Rider will be of no force or effect.

7. **Authority**. Each of the Parties represents and warrants that, subject only to Bankruptcy Court approval and the Closing: (a) it has full power and authority to enter into this Rider and to perform its obligations hereunder; (b) the execution and delivery of this Rider have been duly authorized by all necessary corporate or organizational actions; and (c) this Rider and the Amended MSA constitute valid and binding obligations of each Party as provided herein, enforceable in accordance with their terms.

8. **Enforcement of Rider**. The Parties agree that the Bankruptcy Court has jurisdiction and authority to enforce the terms of this Rider.

9. **Counterparts and Electronic Delivery**. This Rider may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission (including by email in .pdf format) is equally effectual as delivery of a manually executed counterpart.

[*signature page to follow*]

SIGNATURE PAGE TO ASSUMPTION/ASSIGNMENT RIDER

Acknowledged and Agreed:

COUNTERPARTY:

____
Its authorized representative

PURCHASER:

____
Its authorized representative

DEBTOR:

____
Its authorized representative

EXHIBIT B
BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**") is made and entered into as of the ___ day of January, 2026 by and between RAS Data Services, Inc., an Illinois corporation ("**Seller**"), and AllTranstek, L.L.C., a Nevada limited liability company ("**Purchaser**"). All capitalized terms used herein but not otherwise defined herein shall have the meanings assigned such terms in that certain Asset Purchase Agreement dated as of December ___, 2025, by and between Seller and Purchaser (the "**Asset Purchase Agreement**").

WHEREAS, Seller has agreed to sell, transfer, convey, assign and deliver to Purchaser, and Purchaser has agreed to purchase, acquire and accept from Seller, the Sale Assets, in accordance with the terms of the Asset Purchase Agreement, as approved pursuant to an order entered by the Bankruptcy Court in the Chapter 11 Case (Docket No. ___, the "**Sale Approval Order**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Purchased Assets. Subject to the terms and conditions of the Asset Purchase Agreement and the Sale Approval Order, Seller hereby irrevocably sells, transfers, conveys, assigns and delivers to Purchaser, all of Seller's right, title, benefit and interest in, to and under the Sale Assets, **AS IS, WHERE IS**, with all faults of any kind or nature, including latent or patent defects, and without representations and warranties, express, implied or statutory, written or oral, of any kind, nature or description except as expressly provided in the Asset Purchase Agreement. Purchaser hereby accepts the sale, transfer, conveyance, assignment and delivery of the Sale Assets.

2. Excluded Assets. The Sale Assets shall not include, and Purchaser does not acquire any right, title, benefit or interest in, to or under, the Excluded Assets.

3. Assignment and Assumption. Subject to the terms and conditions of the Asset Purchase Agreement and the Sale Approval Order, Purchaser hereby assumes and agrees to pay, perform and discharge when due in accordance with their respective terms thereof, the Assumed Liabilities.

4. Excluded Liabilities. Notwithstanding anything contained herein to the contrary, Purchaser does not, and will not by its assumption of the Assumed Liabilities or execution and delivery of this Agreement, assume, agree to pay, perform or discharge, the Excluded Liabilities.

5. Asset Purchase Agreement. Seller's conveyance to Purchaser of the Sale Assets is made subject to and in accordance with the terms and conditions of the Asset Purchase Agreement, which, together with all exhibits and schedules thereto, is expressly incorporated herein and made a part hereof, and all of the warranties, representations, covenants and indemnifications therein shall survive the execution and delivery of this Agreement to the extent indicated in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms and

conditions of this Agreement and those of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control and govern in all respects. Nothing contained in this Agreement shall be deemed to alter, modify, expand or diminish the terms or conditions of the Asset Purchase Agreement.

6. Covenant to Cooperate. At any time or from time to time after the date hereof, at Purchaser's reasonable request, Seller shall execute and deliver to Purchaser such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Purchaser may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Purchaser, and to confirm Purchaser's title to, all of the Sale Assets, and, to the full extent permitted by law, to put Purchaser in actual possession and operating control of the Sale Assets, to assist Purchaser in exercising all rights with respect thereto and to give effect to the provisions of this Agreement.

7. Attorney-in-Fact. Seller does hereby constitute and appoint Purchaser and its successors and assigns, the true and lawful attorney-in-fact, irrevocably, of Seller, with full power of substitution, having full right and authority, on behalf of and for the benefit of Purchaser and its successors and assigns, for the following limited and exclusive purposes: (a) to demand and receive from time to time any and all Sale Assets hereby sold, transferred, conveyed and assigned to Purchaser, (b) to give receipts and releases for and in respect to the same or any part thereof, and (c) to do any and all such commercially reasonable acts and things in relation thereto as Purchaser or its successors and assigns, shall deem necessary in order to vest title to such Sale Assets in Purchaser. Seller agrees that the above-stated powers are coupled with an interest and shall be irrevocable by Seller.

8. Assignment. This Agreement and the rights hereunder shall not be assignable or transferable by any party hereto without the prior written consent of the other party hereto.

9. Notice. Notice shall be deemed given to either of the parties hereto if given in the manner set forth in the Asset Purchase Agreement.

10. Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors, legal representatives and permitted assigns.

11. Severability. The parties hereto agree that if any provision of this Agreement shall under any circumstances be deemed invalid or inoperative, this Agreement shall be construed with the invalid or inoperative provision deleted, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

12. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois without regard to principles of conflicts-of-law.

13. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties hereto and delivered to the other party hereto. For purposes of executing this Agreement, a facsimile or electronically transmitted signature (including one sent in Portable Document Format or via DocuSign) shall have the same force and effect as an original signature.

[*Signature page follows*.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

SELLER:

RAS DATA SERVICES, INC.
An Illinois corporation

By __________________________
Its: Chief Restructuring Officer

PURCHASER:

ALLTRANSTEK, L.L.C.,
A Nevada limited liability company

By ______________________________
Its:

EXHIBIT C
IP ASSIGNMENT

THIS IP ASSIGNMENT (this "**IP Assignment**") is made and entered into as of the ___ day of January, 2026 by and between RAS Data Services, Inc., an Illinois corporation ("**Seller**"), and AllTranstek, L.L.C., a Nevada limited liability company ("**Purchaser**"). All capitalized terms used herein but not otherwise defined herein shall have the meanings assigned such terms in that certain Asset Purchase Agreement dated as of December ___, 2025, by and between Seller and Purchaser (the "**Asset Purchase Agreement**").

WHEREAS, Seller has agreed to sell, transfer, convey, assign and deliver to Purchaser, and Purchaser has agreed to purchase, acquire and accept from Seller, the Sale Assets, in accordance with the terms of the Asset Purchase Agreement, as approved pursuant to an order entered by the Bankruptcy Court in the Chapter 11 Case (Docket No. ___, the "**Sale Approval Order**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. <u>Purchased Assets</u>. Subject to the terms and conditions of the Asset Purchase Agreement and the Sale Approval Order, Seller hereby irrevocably sells, transfers, conveys, assigns and delivers to Purchaser, all of Seller's right, title, benefit and interest in, to and under the IP of Seller, together with the goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements of the IP, and rghts to protection of interests therein under the laws of all jurisdictions. Purchaser hereby accepts the sale, transfer, conveyance, assignment and delivery of the IP.

2. <u>Waiver and License</u>. To the extent that any of the IP cannot be assigned to Purchaser under any applicable law, Seller hereby unconditionally and irrevocably waives the enforcement of all such rights to the fullest extent permitted under applicable law, and hereby forever discharges and releases each of Purchaser, its officers, directors, employees, affiliates, successors, assignees, licensees, and customers from any and all claims and causes of action of any kind with respect to the IP and the use or infringement of either of them, whether now known or hereafter to become known. Seller hereby agrees, at the request and expense of Purchaser and its successors, assigns, and licensees, to consent to and join in any action to enforce any rights assigned hereunder. In the event that Seller has any rights or title to, or interest in, the IP which cannot be assigned to Purchaser and cannot be waived, Seller hereby grants to Purchaser, and its respective successors and assigns, an exclusive, worldwide, royalty-free, irrevocable and perpetual license to manufacture, market, distribute, import and export, use, reproduce, modify, create derivative works, and publicly display, with the right to sub-license through multiple levels of sub-licenses, and otherwise fully exploit in all respects, all of Seller's respective rights and title to, and interest in, the IP.

3. <u>Excluded Assets</u>. The IP shall not include, and Purchaser does not acquire any right, title, benefit or interest in, to or under, the Excluded Assets.

4. Asset Purchase Agreement. Seller's conveyance to Purchaser of the IP is made subject to and in accordance with the terms and conditions of the Asset Purchase Agreement, which, together with all exhibits and schedules thereto, is expressly incorporated herein and made a part hereof, and all of the warranties, representations, covenants and indemnifications therein shall survive the execution and delivery of this IP Assignment to the extent indicated in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions of this IP Assignment and those of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control and govern in all respects. Nothing contained in this IP Assignment shall be deemed to alter, modify, expand or diminish the terms or conditions of the Asset Purchase Agreement.

5. Covenant to Cooperate. At any time or from time to time after the date hereof, at Purchaser's reasonable request, Seller shall execute and deliver to Purchaser such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions as Purchaser may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Purchaser, and to confirm Purchaser's title to, all of the IP, and, to the full extent permitted by law, to put Purchaser in actual possession and operating control of the IP and to assist Purchaser in exercising all rights with respect thereto.

6. Attorney-in-Fact. Seller does hereby constitute and appoint Purchaser and its successors and assigns, the true and lawful attorney-in-fact, irrevocably, of Seller, with full power of substitution, having full right and authority, on behalf of and for the benefit of Purchaser and its successors and assigns, for the following limited and exclusive purposes: (a) to demand and receive from time to time any and all IP hereby sold, transferred and assigned to Purchaser, (b) to give receipts and releases for and in respect to the same or any part thereof, and (c) to do any and all such commercially reasonable acts and things in relation thereto as Purchaser, its successors and assigns, shall deem necessary in order to vest title to such IP in Purchaser. Seller agrees that the above-stated powers are coupled with an interest and shall be irrevocable by Seller.

7. Assignment. This IP Assignment and the rights hereunder shall not be assignable or transferable by any party hereto without the prior written consent of the other party hereto.

8. Notice. Notice shall be deemed given to either of the parties hereto if given in the manner set forth in the Asset Purchase Agreement.

9. Binding Effect. This IP Assignment shall be binding upon the parties hereto and their respective successors, legal representatives and permitted assigns.

10. Severability. The parties hereto agree that if any provision of this IP Assignment shall under any circumstances be deemed invalid or inoperative, this IP Assignment shall be construed with the invalid or inoperative provision deleted, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

11. Governing Law. This IP Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Illinois without regard to principles of conflicts-of-law.

12. Counterparts. This IP Assignment may be executed in one or more counterparts, all of which shall be considered but one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties hereto and delivered to the other party hereto. For purposes of executing this Agreement, a facsimile or electronically transmitted signature (including one sent in Portable Document Format or via DocuSign) shall have the same force and effect as an original signature.

[*Signature page follows*.]

IN WITNESS WHEREOF, the parties have executed this IP Assignment as of the day, month and year first above written.

SELLER:

RAS DATA SERVICES, INC.
An Illinois corporation

By ___________________________
Its: Chief Restructuring Officer

PURCHASER:

ALLTRANSTEK, L.L.C.,
A Nevada limited liability company

By ______________________________
Its:

DISCLOSURE SCHEDULES

to

ASSET PURCHASE AGREEMENT

dated as of

[●], 2025

by and between

RAS DATA SERVICES, INC.
Seller

and

ALLTRANSTEK, L.L.C.
Purchaser

Schedule 2(f)
Assumed MSAs

1. Management Services Agreement between The American Coal Company and Seller, effective as of February 1, 2017, as amended by that certain Amendment No. 1, effective as of January 1, 2019, as further amended by that certain Amendment No. 2, effective as of January 1, 2021, as further amended by that certain Amendment No. 3, effective as of January 2, 2022, as further amended by that certain Amendment No. 4, effective as of January 1, 2023, as further amended by that certain Amendment No. 5, effective as of January 1, 2025.
2. Management Services Agreement between Adaptive Rail Solutions, Ltd. and Seller, effective as of April 1, 2025.
3. Railcar Management Services Agreement between AG Processing Inc a Cooperative and Seller, effective as of June 1, 2012, as amended by that certain First Amendment, effective as of April 17, 2014, as further amended by that certain Amendment Number 2, effective as of June 1, 2017, as further amended by that certain Amendment Number 3, effective as of June 1, 2020, as further amended by that certain Amendment Number 4, effective as of June 1, 2023.
4. Management Services Agreement between Agridyne, LLC and Seller, effective as of July 1, 2023.
5. Management Services Agreement between Ahlstrom NA Specialty Solutions LLC and Seller, effective as of January 1, 2025.
6. Management Services Agreement between Alliant Energy Corporation, Inc. and RAS Data Services, Inc., effective as of January 1, 2025.
7. Management Services Agreement between Ameren Missouri and Seller, effective as of September 1, 2018, as amended by that certain First Amendment, effective as of September 1, 2021, as further amended by that certain Third Amendment, effective as of September 1, 2023, as further amended by that certain Fourth Amendment, effective as of September 1, 2024.
8. Management Services Agreement between American Electric Power Service Corporation, as agent for its affiliated Operating Companies and Seller, effective as of January 1, 2024, and that certain AEP Extended Term Notification, dated September 13, 2024.
9. Management Services Agreement between American Iron & Metal Company Inc. and Seller, effective as of November 1, 2018, as amended by that certain Amendment Number 1, effective as of November 1, 2020, as further amended by that certain Amendment Number 2, effective as of June 1, 2022, as further amended by that certain Amendment Number 3, effective as of January 1, 2024, as further amended by that certain Amendment Number 4, effective as of January 1, 2025.
10. Management Services Agreement between American Styrenics LLC and Seller, effective as of April 1, 2014, as amended by that certain Amendment Number 1, effective as of April 1, 2016, as further amended by that certain Amendment Number 2, effective as of April 1, 2017, as further amended by that certain Amendment Number 3 to, effective as of April 1, 2019, as

further amended by that certain Amendment Number 4, effective as of April 1, 2022, as further amended by that certain Amendment Number 5, effective as of April 1, 2025.

11. Management Services Agreement between Anacostia Rail Holdings Company and Seller, effective as of May 1, 2023, as amended by that certain First Amendment, effective as of May 1, 2025.

12. Management Services Agreement between ATEL Leasing Corporation, as agent for its affiliated funds and Seller, effective as of May 1, 2023, as amended by that certain Amendment No. 1, effective as of October 1, 2023.

13. Railcar Management Services Draft Agreement between Buzzi Unicem, USA and Seller, effective as of January 1, 2010, as amended by that certain Amendment No. 1, effective as of January 1, 2014, as further amended by that certain Amendment No. 2, effective as of January 1, 2016, as further amended by that certain Amendment No. 3, effective as of January 1, 2019, as further amended by that certain Amendment No. 4, effective as of January 1, 2024.

14. Management Services Agreement between CalPortland Company and Seller, effective January 1, 2023, as amended by that certain Amendment No. 1, effective as of January 1, 2024.

15. Management Services Agreement between CITGO Petroleum Corporation and Seller, effective as of January 1, 2022, as amended by that certain First Amendment, effective as of January 1, 2024.

16. Management Services Agreement between Cleveland-Cliffs Inc. and Seller, effective as of November 1, 2023.

17. Management Services Agreement between CWR Transportation, Inc. and Seller, effective as of January 1, 2015, as amended by that certain Amendment Number 1, effective as of January 1, 2018, as further amended by that certain Amendment Number 2, effective as of January 1, 2021, as further amended by that certain Amendment Number 3, effective as of January 1, 2024.

18. Management Services Agreement between DeFeo Materials LLC and Seller, effective as of July 1, 2021, as amended by Amendment No. 1, effective as of July 1, 2024.

19. Railcar Management Services Agreement between The Detroit Edison Company and Seller, effective as of July, 29 2009, as further amended by that certain Second Amendment, effective as of December 1, 2014, as amended by that certain Third Amendment, effective as of January 1, 2017, as further amended by that certain Fourth Amendment, effective as of January 1, 2020, as further amended by that certain Fifth Amendment, effective as of January 1, 2023.

20. Management Service Agreement between Duke Energy Business Services, LLC and Seller, as amended by that certain First Amendment to Master Railcar Management Services Agreement, effective as of November 1, 2019, as further amended by that certain Service Order, effective as of November 1, 2019, as further amended by that certain Second Amendment to Service Order, effective as of October 31, 2022, as further amended by that certain Third Amendment to Service Order, effective as of July 1, 2023, as further amended by that certain Fourth

Amendment to Service Order, effective as of July 1, 2024, as further amended by that certain Fifth Amendment to Service Order, effective as of July 1, 2025.

21. Management Services Agreement between Everest Railcar Services, Inc. and Seller, effective as of December 1, 2020, as amended by that certain Amendment No. 1, effective as of December 1, 2022, as further amended by that certain Amendment No. 2, effective as of December 1, 2024.

22. Management Services Agreement between Every, Inc., Evergy Metro, Inc. and Evergy Kansas Central, Inc. and Seller, effective as of August 1, 2024.

23. Railcar Management Services Agreement between Farmer's Union Industries, LLC and Seller, effective as of January 1, 2010.

24. Management Services Agreement between Ferrous Processing & Trading Company and Seller, effective as of February 1, 2016, as amended by that certain Amendment No. 1, effective as of February 1, 2019, as further amended by that certain Amendment No. 2, effective as of February 1, 2024.

25. Management Services Agreement between Fet Logistics, LLC and Seller, effective as of November 1, 2023.

26. Management Services Agreement between Holcim (US) Inc. and Seller, effective as of January 1, 2013, as amended by that certain Amendment, effective as of January 1, 2015, as further amended by that certain Amendment No. 2, effective as of January 1, 2017, as further amended by that certain Amendment No. 3, effective as of January 1, 2019, as further amended by that certain Amendment No. 4, effective as of January 1, 2022, as further amended by that certain Amendment No. 5, effective as of January 1, 2025.

27. Management Services Agreement between Incobrasa Industries, Ltd. and Seller, effective as of October 1, 2020, as amended by that certain Amendment No. 1, effective as of October 1, 2023.

28. Management Services Agreement between Indiana Harbor Belt Railroad and Seller, effective as of October 1, 2021, as amended by that certain First Amendment, effective as of October 1, 2022, as further amended by that certain Second Amendment, effective as of October 1, 2023, as further amended by that certain Third Amendment, effective as of October 1, 2024.

29. Management Services Agreement between Infinity Transportation 2022, LLC, Infinity Transportation 2020-1, LLC, Infinity Transportation 2019-1, LLC, Infinity Transportation 2019-2, LLC, Infinity Transportation 2018-1, LLC, Infinity Transportation 2018-2, LLC, Infinity Transportation 2016-1, LLC, Infinity Transportation III, LLC, ARC Rail 2013-1, LLC and Seller, effective as of January 1, 2022.

30. Management Services Agreement between Ingredion, Inc. and Seller, effective as of January 1, 2020, as amended by that certain Amendment No. 1, effective as of January 1, 2023, as further amended by that certain Amendment No. 2, effective as of February 1, 2024.

31. Management Services Agreement between The Instar Group, LLC and Seller, effective as of October 1, 2016, as amended by that certain Amendment Number 1, effective as of October 1,

2019, as further amended by that certain Amendment Number 2, effective as of October 1, 2020, as further amended by that certain Amendment Number 3, effective as of October 1, 2022.

32. International Paper Company Services Agreement between International Paper Company and Seller, effective as of March 1, 2009, as amended by that certain Amendment Number 1, effective as of April 1, 2016, as further amended by that certain Amendment Number 2, effective as of April 1, 2019, as further amended by that certain Reinstatement and Amendment Number 3, effective as of April 1, 2023.

33. Management Services Agreement between Interstate Waste Services, Inc. and Seller, effective as of June 1, 2022, as amended by that certain Amendment No. 1, effective as of June 1, 2024.

34. Management Services Agreement between Iron Horse Logistics Services and Seller, effective as of April 1, 2015, as amended by that certain First Amendment, effective as of July 1, 2015, as further amended by that certain Second Amendment, effective as of April 1, 2018, as further amended by that certain Third Amendment, effective as of April 1, 2021, as further amended by that certain Fourth Amendment, effective as of April 1, 2024.

35. Management Services Agreement between JAIX Leasing Company and Seller, effective as of April 1, 2019, as amended by that certain Amendment Number 1, effective as of April 1, 2024, as further amended by that certain Amendment Number 2, effective as of April 1, 2025.

36. Railcar Management Services Agreement between Kankakee Beaverville and Southern Railroad Company and Seller, effective as of January 1, 2025.

37. Management Services Agreement between Lafarge North America, Aggregates Division and Seller, effective as of January 1, 2024.

38. Management Services Agreement between Lhoist North America, Inc. and Seller, effective as of January 1, 2021, as amended by that certain Amendment No. 1, effective as of January 1, 2023, as further amended by that certain Amendment No. 2, effective as of January 1, 2024.

39. Management Services Agreement between Marathon Petroleum Company LP and Seller, effective as of December 13, 2022, as amended by that certain First Amendment, effective as of January 1, 2024.

40. Management Services Agreement between MGQ, Inc. and Seller, effective as of March 1, 2020, as amended by that certain Amendment No. 1, effective as of March 1, 2023.

41. Management Services Agreement between Mitsui Rail Capital, LLC and Seller, effective as of November 1, 2012, as amended by that certain Amendment No. 1, effective as of November 1, 2018, as further amended by that certain Amendment No. 2, effective as of November 1, 2022.

42. Management Services Agreement between National Steel Car, LTD and Seller, effective as of April 1, 2021.

43. Management Services Agreement between Newmont Nevada Energy Investment, LLC and Seller, effective as of September 1, 2007, as amended by that certain Amendment No.1, effective as of January 1, 2023.

44. Railcar Management Services Agreement between Northern Indiana Public Service Company and Seller, effective as of June 1, 2012, as amended by that certain Amendment Number 1, effective as of June 1, 2014, as further amended by that certain Amendment Number 2, effective as of June 1, 2016, as further amended by that certain Amendment Number 3, effective as of June 1, 2018, as further amended by that certain Amendment Number 4, effective as of June 1, 2021, as further amended by that certain Amendment Number 5, effective as of June 1, 2022, as further amended by that certain Amendment Number 6, effective as of June 1, 2024.

45. Management Services Agreement between NRG Business Marketing LLC and Seller, effective as of July 1, 2011, as amended by that certain Amendment Number 1, effective as of July 1, 2014, as further amended by that certain Amendment Number 2, effective as of January 1, 2015, as further amended by that certain Amendment Number 3, effective as of July 1, 2017, as further amended by that certain Amendment Number 4, effective as of July 1, 2021, as further amended by that certain Amendment Number 5, effective as of July 1, 2024.

46. Management Services Agreement between The David J. Joseph Company and Seller, effective as of March 1, 2013, as amended by that certain First Amendment, effective as of March 1, 2016, as further amended by that certain Second Amendment, effective as of March 1, 2019, as further amended by that certain Third Amendment, effective as of March 1, 2022, as further amended by that certain Fourth Amendment, effective as of March 1, 2025.

47. Management Services Agreement between Oklahoma Gas and Electric Company and Seller, effective as of September 1, 2014, as amended by that certain Amendment No. 1, effective as of September 1, 2016, as further amended by that certain Amendment No. 2, effective as of September 1, 2018, as further amended by that certain Amendment No. 3, effective as of September 1, 2023.

48. Railcar Management Services Agreement between Paducah & Louisville Railroad and Seller, effective as of April 1, 2010, as amended by that certain First Amendment, effective as of April 1, 2016, as further amended by that certain Second Amendment, effective as of April 1, 2023.

49. Management Services Agreement between Primary Products Ingredients Americas LLC and Seller, effective as of July 1, 2014, as amended by that certain Amendment Number 2, effective as of July 1, 2016, as further amended by that certain Amendment Number 3, effective as of October 1, 2020, as further amended by that certain Amendment Number 4, effective as of September 1, 2022, as further amended by that certain Amendment Number 5, effective as of September 1, 2024.

50. Management Services Agreement between Progress Rail Services Corporation and Seller, effective as of January 1, 2015, as amended by that certain Amendment No. 1, effective as of January 1, 2017, as further amended by that certain Amendment No. 2, effective as of January 1, 2019, as further amended by that certain Amendment No. 3, effective as of January 1, 2023.

51. Management Services Agreement between SPX Transformer Solutions, Inc. and Seller, effective as of January 1, 2015, as amended by that certain Amendment Number 1, effective as of April 1, 2018.

52. Management Services Agreement between Rail Connection, Inc. and Seller, effective as of March 1, 2016, as amended by that certain Amendment Number 1, effective as of August 1, 2016, as further amended by that certain Amendment Number 2, effective as of April 1, 2017, as further amended by that certain Amendment Number 3, effective as of June 1, 2017, as further amended by that certain Amendment Number 4, effective as of July 1, 2020, as further amended by that certain Amendment Number 5, effective as of July 1, 2023.

53. Management Services Agreement between RALCO, LLC and Seller, effective as of November 1, 2014.

54. Railcar Management Services Agreement between ALF II, Inc. c/o RESIDCO and Seller, effective as of January 1, 2014, as amended by that certain Amendment No. 1, effective as of January 1, 2017, as further amended by that certain Amendment No. 2, effective as of January 1, 2020, as further amended by that certain Amendment No. 3, effective as of January 1, 2024.

55. Management Services Agreement between Sierra Northern Railway and Seller, effective as of January 1, 2025.

56. Management Services Agreement between Southwest Rail Industries, Inc. and Seller, effective as of October 1, 2014, as amended by that certain Amendment No. 1, effective as of April 1, 2024.

57. Agreement between St. Marys Cement, Inc. and Seller, effective as of November 1, 2013, that has expired by its terms without express renewal or amendment, and under which services continue to be provided in the Ordinary Course of Business, subject to a price increase by Seller which the counterparty has not disputed.

58. Management Services Agreement between Strickland Trading, Inc. and Seller, effective as of October 1, 2024.

59. Management Services Agreement between Sultran, Ltd. and Seller, effective as of March 1, 2025.

60. Management Services Agreement between Aggregate Equipment, LLC and Seller, effective as of May 1, 2016, as amended by that certain Amendment Number 1, effective as of June 1, 2021, as further amended by that certain Amendment Number 2, effective as of May 1, 2024.

61. Management Services Agreement between Trinity Chemical Industries and Seller, effective as of May 1, 2008, and that certain Trinity Chemical Extension, dated August 24, 2023.

62. Management Services Agreement between Twin Cities & Western Railroad Company and Seller, effective as of January 1, 2024.

63. Railcar Management Services Agreement between Twin Cities & Western Railroad Company, effective as of January 1, 2024.

64. Management Services Agreement between United States Lime and Minerals, Inc. and Subsidiaries and Seller, effective as of January 1, 2021, as amended by that certain Amendment Number 1, effective as of January 1, 2025.

65. Management Services Agreement between Valley Railcar Management, LLC and Seller, effective as of May 1, 2017, as amended by that certain Amendment Number 1, effective as of March 1, 2018, as further amended by that certain Amendment Number 2, effective as of May 1, 2020, as further amended by that certain Amendment Number 3, effective as of May 1, 2023.

66. Software as a Service Agreement between Vista Corporate Services Company and Seller, effective as of May 31, 2018, as amended by that certain Amendment No. 1, effective as of January 1, 2019, as further amended by that certain Amendment No. 2, effective as of January 1, 2020, as further amended by that certain Amendment No. 3, effective as of June 1, 2021, as further amended by that certain Amendment No. 4, effective as of January 1, 2021, as further amended by that certain Amendment No. 5, effective as of January 1, 2022, as further amended by that certain Amendment No. 6, effective as of January 1, 2023, as further amended by that certain Amendment No. 7, effective as of January 1, 2024, as further amended by that certain Amendment No. 8, effective as of June 1, 2024.

67. Management Services Agreement between Westinghouse Air Brake Technologies Corporation and Seller, effective as of February 9, 2015, as amended by that certain Amendment No. 1, effective as of March 12, 2018, as further amended by that certain Amendment No. 2, effective as of March 1, 2021, as further amended by that certain Amendment No. 3, effective as of November 3, 2021.

68. Management Services Agreement between The Walter Haffner Company and Seller, effective as of January 1, 2013, as amended by that certain Amendment, effective as of March 15, 2015, as further amended by that certain Amendment No. 2, effective as of January 1, 2024.

69. Management Services Agreement between Wheeling & Lake Erie Railway Company and Seller, effective as of September 1, 2021, as amended by that certain Amendment Number 1, effective as of September 1, 2022.

70. Management Services Agreement between Xcel Energy Services, Inc. and Seller, effective as of October 1, 2014, as amended by that certain Amendment Number 1, effective as of January 1, 2020, as further amended by that certain Amendment Number 2, effective as of July 1, 2024.

Schedule 2(g)
Assumed Contracts

1. Contract between Seller and CBTS, effective June 1, 2022.
2. Railcar Tax Management Program provided by Indurante to Seller for the twelve (12)-month period between February 1, 2025 through January 31, 2026.
3. Steelroads Track and Trace Module Services Agreement between Railinc Corp. ("**Railinc**") and Seller, dated as of January 2, 2008, as amended by agreement in 2024, and standard pricing and terms of use applicable to all other services provided to Seller by Railinc.
4. Office Lease between MMJR, LLC and Seller, dated May 11, 2007, as amended and extended until December 31, 2025.

Schedule 3(g)
Excluded Contracts

1. Employment Agreement between Seller and Max Benkert, dated August 24, 2023.
2. Employment Agreement between Seller and Robert J. Gordon, dated August 31, 2021.

Schedule 3(n)
Overpayments and Erroneous Payments

Payor	Amount	Date Received by Seller
Atel Equipment Services	622.55	3/18/2025
International Paper	2,465.51	5/20/2025
Phillips 66	975.00	7/2/2025
Phillips 66	5,885.34	7/10/2025
The Scoular Company	2,500.51	7/11/2025
Phillips 66	1,875.68	7/29/2025
BNSF	1,716,014.65	6/18/25 - 7/11/25
International Paper	6,549.63	8/7/2025
International Paper	497.40	8/8/2025
Phillips 66	975.00	8/8/2025
Phillips 66	1,950.00	8/15/2025
Norfolk Southern	41,316.36	9/3/2025
Carmeuse Lime	54.64	9/4/2025
Phillips 66	975.00	9/29/2025
TTX	9,000.00	10/23/2025
TTX	1,404.04	10/23/2025
TTX	4,513.43	10/23/2025

Schedule 4(d)
Accrued Vacation and Personal Time Off

[*to be inserted*]

<u>Schedule 11(d)</u>
<u>Contracted Management Fees</u>

[*to be inserted*]

Schedule 15(a)
Jurisdictions where Seller and the RAS Business are Authorized, Qualified or Licensed to Do Business

1. The State of Illinois.

Schedule 15(g)
Employment, Consulting, Severance or Indemnification Contracts

1. Employment Agreement between Seller and Max Benkert, dated August 24, 2023.
2. Employment Agreement between Seller and Robert J. Gordon, dated August 31, 2021.
3. By-Laws of RAS Data Services, Inc., adopted as of January 1, 2005.
4. Retention Bonus Agreement between Osvaldo Alvarado and Seller, executed July 30, 2025.
5. Retention Bonus Agreement between Max Benkert and Seller, executed July 30, 2025.
6. Retention Bonus Agreement between Miriam Baxterand Seller, executed July 29, 2025.
7. Retention Bonus Agreement between Arthur Berndt and Seller, executed July 29, 2025.
8. Retention Bonus Agreement between Patrick Boyle and Seller, executed July 29, 2025.
9. Retention Bonus Agreement between Stephen Calomino and Seller, executed July 29, 2025.
10. Retention Bonus Agreement between Nicholas Gardiner and Seller, executed July 30, 2025.
11. Retention Bonus Agreement between Greg Garey and Seller, executed July 29, 2025.
12. Retention Bonus Agreement between Rob Goff and Seller, executed July 29, 2025.
13. Retention Bonus Agreement between Robert Gordon and Seller, executed July 29, 2025.
14. Retention Bonus Agreement between Adam Hansen and Seller, executed July 30, 2025.
15. Retention Bonus Agreement between Bruce Harbridge and Seller, executed July 29, 2025.
16. Retention Bonus Agreement between Amanda Hermosillo and Seller, executed July 29, 2025.
17. Retention Bonus Agreement between Joseph Herring and Seller, executed July 30, 2025.
18. Retention Bonus Agreement between Chester Iglinski and Seller, executed July 29, 2025.
19. Retention Bonus Agreement between Cynthia Jasionowski and Seller, executed July 30, 2025.
20. Retention Bonus Agreement between Eimear Kenny and Seller, executed July 30, 2025.
21. Retention Bonus Agreement between John Kunst and Seller, executed July 30, 2025.
22. Retention Bonus Agreement between Tracy Long and Seller, executed July 29, 2025.
23. Retention Bonus Agreement between Marie Marzuki and Seller, executed July 30, 2025.
24. Retention Bonus Agreement between Wayne McDonnell and Seller, executed July 30, 2025.

25. Retention Bonus Agreement between Robert Monahan and Seller, executed July 29, 2025.
26. Retention Bonus Agreement between Tyrone Powell and Seller, executed July 29, 2025.
27. Retention Bonus Agreement between Kyle Pritchard and Seller, executed July 29, 2025.
28. Retention Bonus Agreement between Amy Raffenetti and Seller, executed July 29, 2025.
29. Retention Bonus Agreement between Neil Severson and Seller, executed July 29, 2025.
30. Retention Bonus Agreement between Lois Verdin and Seller, executed July 30, 2025.
31. Retention Bonus Agreement between Fen Wang and Seller, executed July 29, 2025.
32. Retention Bonus Agreement between Tim Whittington and Seller, executed July 29, 2025.

Schedule 15(i)
Lawsuits, Proceedings or Investigations

1. Federal criminal investigation of the conduct of the Former CEO, including requests for interviews of employees and issuance of grand jury subpoena.

Schedule 23(d)
January Expenses

	Payee	Amount	Description
1	Blue Cross Blue Shield	$30,000.00	January health insurance premium
2	VSP Vision	$200.00	January eye insurance premium
3	Unum	$1,400.00	LTD/STD - January
4	Northwestern Mutual	$700.00	Employee life
5	Buck services	$600.00	January cleaning
6	Rent and Lease Payments	$4,700.00	January rent Darien
7	Insurance Premiums	$3,750.00	Workers' Comp. 2026 annual premium (renews Jan 1)
8	CBTS	$7,500.00	January -MSA2467
9	Rail Inc	$5,600.00	January invoiced in Feb - railsight; car hire
10	Utilities	$750.00	Nicor + Comed January estimate
11	Comcast	$500.00	Internet Darien
12	AT&T Wireless	$1,350.00	January cell phones
13	RMI Wabtec	$400.00	January estimate
14	Professional Fees - Indurante & Hearne	$12,000.00	Ad Valorem tax provider Jan
	Total	**$69,450.00**	