UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No.)*

P10 INDUSTRIES, INC.
(Name of Issuer)

Common Stock
(Title of Class of Securities)

69372U207
(CUSIP Number)

210/P10 Acquisition Partners, LLC
Attention: Caryn Peeples
8214 Westchester Drive, Suite 950
Dallas, Texas 75225
214-999-6082

with a copy to:

Taylor H. Wilson, Esq.
Haynes and Boone, LLP
2323 Victory Avenue, Suite 700
Dallas, Texas 75219
(214) 651-5000
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

May 4, 2017
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended ("***Act***"), or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1.	Names of Reporting Persons **210/P10 Acquisition Partners, LLC**		
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☑		
3.	SEC Use Only		
4.	Source of Funds (See Instructions) **WC**		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐		
6.	Citizenship or Place of Organization **Texas**		
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power **0**	
	8.	Shared Voting Power **21,650,000 (1)**	
	9.	Sole Dispositive Power **0**	
	10.	Shared Dispositive Power **21,650,000 (1)**	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person **21,650,000 (1)**		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐		
13.	Percent of Class Represented by Amount in Row (11) **48.04% (2)**		
14.	Type of Reporting Person (See Instructions) **OO**		

(1) 210/P10 Acquisition Partners, LLC ("***210/P10***") holds directly 21,650,000 shares of common stock of P10 Industries, Inc. (the "***Issuer***"). 210/P10 is managed by its sole member, 210 Capital, LLC ("***210 Capital***"), which is managed by its members Covenant RHA Partners, L.P. ("***RHA Partners***") and CCW/LAW Holdings, LLC ("***CCW Holdings***"). C. Clark Webb has the power to direct the affairs of CCW Holdings as its sole member. In addition, RHA Partners is managed by its general partner RHA Investments, Inc. ("***RHA Investments***"), and Robert H. Alpert has the power to direct the affairs of RHA Investments as its President and sole shareholder. Accordingly, 210/P10 may be deemed to share voting and dispositive power with 210 Capital, RHA Partners, CCW Holdings, RHA Investments, Mr. Alpert and Mr. Webb over the shares of the Issuer's common stock that it holds.

(2) The percentage is calculated based upon 45,063,582 shares of the Issuer's common stock outstanding as of May 4, 2017 based on information from the Issuer.

1.	Names of Reporting Persons **210 Capital, LLC**		
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☑		
3.	SEC Use Only		
4.	Source of Funds (See Instructions) **WC**		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐		
6.	Citizenship or Place of Organization **Delaware**		
Number of Shares Beneficially Owned by Each Reporting Person With		7.	Sole Voting Power **0**
		8.	Shared Voting Power **21,650,000 (1)**
		9.	Sole Dispositive Power **0**
		10.	Shared Dispositive Power **21,650,000 (1)**
11.	Aggregate Amount Beneficially Owned by Each Reporting Person **21,650,000 (1)**		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐		
13.	Percent of Class Represented by Amount in Row (11) **48.04% (2)**		
14.	Type of Reporting Person (See Instructions) **OO**		

(1) 210/P10 holds directly 21,650,000 shares of common stock of the Issuer. 210/P10 is managed by its sole member, 210 Capital, which is managed by its members RHA Partners and CCW Holdings. Mr. Webb has the power to direct the affairs of CCW Holdings as its sole member. In addition, RHA Partners is managed by its general partner RHA Investments, and Mr. Alpert has the power to direct the affairs of RHA Investments as its President and sole shareholder. Accordingly, 210 Capital may be deemed to share voting and dispositive power with 210/P10, CCW Holdings, RHA Partners, RHA Investments, Mr. Alpert and Mr. Webb over the shares of the Issuer's common stock that 210/P10 holds.

(2) The percentage is calculated based upon 45,063,582 shares of the Issuer's common stock outstanding as of May 4, 2017 based on information from the Issuer.

1.	Names of Reporting Persons **Covenant RHA Partners, L.P.**		
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☑		
3.	SEC Use Only		
4.	Source of Funds (See Instructions) **WC**		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐		
6.	Citizenship or Place of Organization **Texas**		
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power **0**	
	8.	Shared Voting Power **21,650,000 (1)**	
	9.	Sole Dispositive Power **0**	
	10.	Shared Dispositive Power **21,650,000 (1)**	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person **21,650,000 (1)**		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐		
13.	Percent of Class Represented by Amount in Row (11) **48.04% (2)**		
14.	Type of Reporting Person (See Instructions) **PN**		

(1) 210/P10 holds directly 21,650,000 shares of common stock of the Issuer. 210/P10 is managed by its sole member, 210 Capital, which is managed by its members RHA Partners and CCW Holdings. Mr. Webb has the power to direct the affairs of CCW Holdings as its sole member. In addition, RHA Partners is managed by its general partner RHA Investments, and Mr. Alpert has the power to direct the affairs of RHA Investments as its President and sole shareholder. Accordingly, RHA Partners may be deemed to share voting and dispositive power with 210/P10, 210 Capital, CCW Holdings, RHA Investments, Mr. Alpert and Mr. Webb over the shares of the Issuer's common stock that 210/P10 holds.

(2) The percentage is calculated based upon 45,063,582 shares of the Issuer's common stock outstanding as of May 4, 2017 based on information from the Issuer.

1.	Names of Reporting Persons **CCW/LAW Holdings, LLC**		
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☑		
3.	SEC Use Only		
4.	Source of Funds (See Instructions) **WC**		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐		
6.	Citizenship or Place of Organization **Texas**		
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power **0**	
	8.	Shared Voting Power **21,650,000 (1)**	
	9.	Sole Dispositive Power **0**	
	10.	Shared Dispositive Power **21,650,000 (1)**	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person **21,650,000 (1)**		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐		
13.	Percent of Class Represented by Amount in Row (11) **48.04% (2)**		
14.	Type of Reporting Person (See Instructions) **OO**		

(1) 210/P10 holds directly 21,650,000 shares of common stock of the Issuer. 210/P10 is managed by its sole member, 210 Capital, which is managed by its members RHA Partners and CCW Holdings. Mr. Webb has the power to direct the affairs of CCW Holdings as its sole member. In addition, RHA Partners is managed by its general partner RHA Investments, and Mr. Alpert has the power to direct the affairs of RHA Investments as its President and sole shareholder. Accordingly, CCW Holdings may be deemed to share voting and dispositive power with 210/P10, 210 Capital, RHA Partners, RHA Investments, Mr. Alpert and Mr. Webb over the shares of the Issuer's common stock that 210/P10 holds.

(2) The percentage is calculated based upon 45,063,582 shares of the Issuer's common stock outstanding as of May 4, 2017 based on information from the Issuer.

1.	Names of Reporting Persons **RHA Investments, Inc.**		
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☑		
3.	SEC Use Only		
4.	Source of Funds (See Instructions) **WC**		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐		
6.	Citizenship or Place of Organization **Texas**		
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power **0**	
	8.	Shared Voting Power **21,650,000 (1)**	
	9.	Sole Dispositive Power **0**	
	10.	Shared Dispositive Power **21,650,000 (1)**	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person **21,650,000 (1)**		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐		
13.	Percent of Class Represented by Amount in Row (11) **48.04% (2)**		
14.	Type of Reporting Person (See Instructions) **CO**		

(1) 210/P10 holds directly 21,650,000 shares of common stock of the Issuer. 210/P10 is managed by its sole member, 210 Capital, which is managed by its members RHA Partners and CCW Holdings. Mr. Webb has the power to direct the affairs of CCW Holdings as its sole member. In addition, RHA Partners is managed by its general partner RHA Investments, and Mr. Alpert has the power to direct the affairs of RHA Investments as its President and sole shareholder. Accordingly, RHA Investments may be deemed to share voting and dispositive power with 210/P10, 210 Capital, CCW Holdings, RHA Partners, Mr. Alpert and Mr. Webb over the shares of the Issuer's common stock that 210/P10 holds.

(2) The percentage is calculated based upon 45,063,582 shares of the Issuer's common stock outstanding as of May 4, 2017 based on information from the Issuer.

1.	Names of Reporting Persons **Robert H. Alpert**		
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☑		
3.	SEC Use Only		
4.	Source of Funds (See Instructions) **PF**		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐		
6.	Citizenship or Place of Organization **United States**		
Number of Shares Beneficially Owned by Each Reporting Person With		7.	Sole Voting Power **0**
		8.	Shared Voting Power **21,650,000 (1)**
		9.	Sole Dispositive Power **0**
		10.	Shared Dispositive Power **21,650,000 (1)**
11.	Aggregate Amount Beneficially Owned by Each Reporting Person **21,650,000 (1)**		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐		
13.	Percent of Class Represented by Amount in Row (11) **48.04% (2)**		
14.	Type of Reporting Person (See Instructions) **IN**		

(1) 210/P10 holds directly 21,650,000 shares of common stock of the Issuer. 210/P10 is managed by its sole member, 210 Capital, which is managed by its members RHA Partners and CCW Holdings. Mr. Webb has the power to direct the affairs of CCW Holdings as its sole member. In addition, RHA Partners is managed by its general partner RHA Investments, and Mr. Alpert has the power to direct the affairs of RHA Investments as its President and sole shareholder. Accordingly, Mr. Alpert may be deemed to share voting and dispositive power with 210/P10, 210 Capital, CCW Holdings, RHA Partners, RHA Investments and Mr. Webb over the shares of the Issuer's common stock that 210/P10 holds.

(2) The percentage is calculated based upon 45,063,582 shares of the Issuer's common stock outstanding as of May 4, 2017 based on information from the Issuer.

1.	Names of Reporting Persons **C. Clark Webb**		
2.	Check the Appropriate Box if a Member of a Group (See Instructions) (a) ☐ (b) ☑		
3.	SEC Use Only		
4.	Source of Funds (See Instructions) **PF**		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) ☐		
6.	Citizenship or Place of Organization **United States**		
Number of Shares Beneficially Owned by Each Reporting Person With		7.	Sole Voting Power **0**
		8.	Shared Voting Power **21,650,000 (1)**
		9.	Sole Dispositive Power **0**
		10.	Shared Dispositive Power **21,650,000 (1)**
11.	Aggregate Amount Beneficially Owned by Each Reporting Person **21,650,000 (1)**		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions) ☐		
13.	Percent of Class Represented by Amount in Row (11) **48.04% (2)**		
14.	Type of Reporting Person (See Instructions) **IN**		

(1) 210/P10 holds directly 21,650,000 shares of common stock of the Issuer. 210/P10 is managed by its sole member, 210 Capital, which is managed by its members RHA Partners and CCW Holdings. Mr. Webb has the power to direct the affairs of CCW Holdings as its sole member. In addition, RHA Partners is managed by its general partner RHA Investments, and Mr. Alpert has the power to direct the affairs of RHA Investments as its President and sole shareholder. Accordingly, Mr. Webb may be deemed to share voting and dispositive power with 210/P10, 210 Capital, CCW Holdings, RHA Partners, RHA Investments and Mr. Alpert over the shares of the Issuer's common stock that 210/P10 holds.

(2) The percentage is calculated based upon 45,063,582 shares of the Issuer's common stock outstanding as of May 4, 2017 based on information from the Issuer.

Item 1. Security and the Issuer

This statement on Schedule 13D (this "***Schedule 13D***") relates to shares of common stock, par value $0.001 per share (the "***Common Stock***") of P10 Industries, Inc., a Delaware corporation (the "***Issuer***"). The address of the principal executive office of the Issuer is 2128 Braker Lane, BK12, Austin, TX 78758.

Item 2. Identity and Background

(a) This Schedule 13D is jointly filed by and on behalf of each of 210/P10 Acquisition Partners, LLC, a Texas limited liability company ("***210/P10***"), 210 Capital, LLC, a Delaware limited liability company ("***210 Capital***"), Covenant RHA Partners, L.P., a Texas limited partnership ("***RHA Partners***"), CCW/LAW Holdings, LLC, a Texas limited liability company ("***CCW Holdings***"), RHA Investments, Inc., a Texas corporation ("***RHA Investments***"), Robert H. Alpert, a United States citizen, and C. Clark Webb, a United States citizen (Messrs. Alpert and Webb, collectively with 210/P10, 210 Capital, RHA Partners, CCW Holdings and RHA Investments, the "***Reporting Persons***"). The Reporting Persons are filing this Schedule 13D jointly, and the agreement among the Reporting Persons to file jointly is attached hereto as Exhibit 99.1 and incorporated herein by reference (the "***Joint Filing Agreement***").

210/P10 is the direct beneficial owner of 21,650,000 shares of the Issuer's Common Stock covered by this Schedule 13D. 210/P10 is managed by its sole member, 210 Capital, which is managed by its members RHA Partners and CCW Holdings. Mr. Webb has the power to direct the affairs of CCW Holdings as its sole member. In addition, RHA Partners is managed by its general partner RHA Investments, and Mr. Alpert has the power to direct the affairs of RHA Investments as its President and sole shareholder.

Each of 210 Capital, RHA Partners, CCW Holdings, RHA Investments, Mr. Alpert and Mr. Webb declares that neither the filing of this Schedule 13D nor anything herein shall be construed as an admission that such person is, for the purposes of Section 13(d) or 13(g) of the Securities Exchange Act of 1934, as amended (the "***Act***"), the beneficial owner of any securities directly held by 210/P10 covered by this Schedule 13D.

(b) The address of the principal business office of each of the Reporting Persons is 8214 Westchester Drive, Suite 950, Dallas, Texas 75225.

(c) 210/P10 was formed for the purpose of acquiring securities of the Issuer for investment purposes. The principal business of 210 Capital is serving as a holding company and managing the investments of its subsidiaries, including 210/P10. The principal business of each of RHA Partners and CCW Holdings is serving as a holding company and managing investments through partnerships and limited liability companies. The principal business of RHA Investments is serving as general partner of RHA Partners and managing its investments. The principal occupation of Mr. Alpert is managing private investments. The principal occupation of Mr. Webb is managing private investments.

(d) No Reporting Person has, during the last five years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) No Reporting Person has, during the last five years, been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction as a result of which such Reporting Person was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) The place of organization and/or citizenship of each Reporting Person is listed in paragraph (a) of this Item 2.

Item 3. Source and Amount of Funds or other Consideration

210/P10 expended an aggregate of $4,654,750.00 of cash to acquire 21,650,000 shares of Common Stock of the Issuer in a privately negotiated transaction at a purchase price of $0.215 per share of Common Stock.

Item 4. Purpose of Transaction

The acquisition of the Issuer's Common Stock by 210/P10 was for investment purposes.

On March 22, 2017, the Issuer filed a voluntary petition in the United States Bankruptcy Court for the Western District of Texas (the "***Bankruptcy Court***") seeking relief under Chapter 11 of Title 11 of the United States Code, 11.U.S.C. §§ 101-1532 (the "***Chapter 11 Case***"). On such date the Issuer (i) filed in the Chapter 11 Case a plan of reorganization and associated supporting documentation providing for the implementation of the Securities Purchase Agreement pursuant to a confirmed prepackaged chapter 11 plan of reorganization (the "***Plan***") and (ii) entered into a Restructuring Support Agreement with 210/P10 (the "***Restructuring Support Agreement***"). Copies of each of the Plan and the Restructuring Support Agreement are attached as Exhibits 99.2 and 99.3 to this Schedule 13D and are hereby incorporated herein by reference.

On April 27, 2016, the Bankruptcy Court entered an Order (I) Granting Final Approval of Disclosure Statement and (II) Confirming First Amended Prepackaged Plan of Reorganization for P10 Industries, Inc. under Chapter 11 of the United States Bankruptcy Code (the "***Confirmation Order***").

On May 4, 2017 (the "***Effective Date***"), pursuant to the Plan, 210/P10 entered into a Securities Purchase Agreement, by and between 210/P10 and the Issuer (the "***Securities Purchase Agreement***"), pursuant to which 210/P10 purchased 21,650**,**000 newly issued shares of Common Stock at a cash purchase price of $0.215 per share for an aggregate purchase price of $4,654,750.00. In connection with the Securities Purchase Agreement, the Issuer and 210/P10 (i) established a preferred equity line of credit, whereby upon the Issuer fulfilling certain conditions and at the Issuer's option, the Issuer may sell to 210/P10, in a single transaction or a series of transactions, up to 10,000 shares of the Issuer's Series C Preferred Stock, par value $0.001 per share (the "***Preferred Shares***"), at a price of $1,000.00 per Preferred Share (the "***Preferred Equity Line of Credit***"); (ii) entered into a Loan Agreement and Promissory Note, whereby upon Issuer fulfilling certain conditions and at the Issuer's option, 210/P10 would advance one or more loans to the Issuer and (iii) entered into a Registration Rights Agreement providing 210/P10 with certain registration rights under the Securities Act (the "***Registration Rights Agreement***"). In addition, the Issuer entered into an amendment to that certain Rights Agreement, dated as of June 15, 2016 (the "***Rights Agreement***"), between the Company and American Stock Transfer & Trust Company, LLC, as rights agent, which exempts the transactions contemplated by the Securities Purchase Agreement from the Rights Agreement. Copies of each of the Securities Purchase Agreement and the Registration Rights Agreement are attached as Exhibits 99.4 and 99.5 to this Schedule 13D and are hereby incorporated herein by reference.

Pursuant to the Plan and the Securities Purchase Agreement, prior to the Effective Time (as defined below), the Issuer's board of directors underwent the following changes: (i) all of the Issuer's then-existing directors except for two directors (the "***Continuing Directors***") voluntarily resigned from the Issuer's board of directors; (ii) 210/P10 designated Messrs. Alpert and Webb to the board of directors; (iii) Robert Alpert was appointed as Chairman of the Board of the Issuer's board of directors; and (iv) the Continuing Directors and Messrs. Alpert and Webb appointed Mark Hood to serve as an "independent" director on the Issuer's board of directors.

Pursuant to the Plan, at 4:00 p.m., Eastern Time, on the Effective Date (the "***Effective Time***"), all issued and outstanding shares of Common Stock in the Issuer (other than the shares issued pursuant to the Securities Purchase Agreement) were deemed cancelled pursuant to the terms of the Plan and the Confirmation Order. Immediately thereafter, shares of new Common Stock were deemed issued to each of the holders of cancelled shares, such that each cancelled share was replaced by a share of new Common Stock in the reorganized Issuer in the same names and same amounts as were outstanding immediately prior to the Effective Time.

On the Effective Date, pursuant to the Plan and the Securities Purchase Agreement, the Issuer amended its charter to (i) increase the total number of authorized shares of Common Stock to 110,000,000 and (ii) prohibit certain transfers of the Issuer's stock without the prior approval of the Issuer's board of directors in order to protect the Issuer's net operating loss carryforward (the "***Charter Amendment***"). In addition, the Issuer filed a Series C Certificate of Designation with the Secretary of State of the State of Delaware in connection with the Preferred Equity Line of Credit (the "***Certificate of Designation***"). Copies of each of the Charter Amendment and the Certificate of Designation are attached as Exhibits 99.6 and 99.7 to this Schedule 13D and are hereby incorporated herein by reference.

The Reporting Persons intend from time to time to review their investment in the Issuer on the basis of various factors, including the Issuer's business, financial condition, results of operations and prospects, general economic and industry conditions, the securities markets in general and for shares of Common Stock of the Issuer in particular, as well as other developments and other investment opportunities. Based upon such review, and subject to the agreements described above, the Reporting Persons will take such actions in the future as the Reporting Persons may deem appropriate in light of the circumstances existing from time to time, which may include further acquisitions of shares of Common Stock and/or Preferred Shares of the Issuer or disposal of some or all of the shares of Common Stock of the Issuer currently owned by the Reporting Persons or otherwise acquired by the Reporting Persons. In pursuing their investment purposes, the Reporting Persons plan to monitor the Issuer's operations, prospects, business development, management, competitive and strategic matters, capital structure, and prevailing market conditions, as well as alternative investment opportunities, liquidity requirements of the Reporting Persons and other investment considerations. Consistent with their investment research methods and evaluation criteria, the Reporting Persons have in the past and may in the future discuss such matters with one or more shareholders, officers or directors of the Issuer, industry analysts, existing or potential strategic partners, investment and financing professionals, sources of credit and other investors.

Each of Messrs. Alpert and Webb serve on the board of directors of the Issuer, and Mr. Alpert serves as Chairman of the Board. This Schedule 13D does not relate to actions taken by either Messrs. Alpert or Webb in their capacity as directors, and any such actions taken by them in their capacity as a directors of the Issuer, in respect of any of the matters referred to in subparagraphs (a) through (j) of Item 4 of Schedule 13D, will be reported by the Issuer in periodic and other reports filed by the Issuer under the Act.

Except as set forth above, none of the Reporting Persons currently has any plans or proposals that relate to: (a) the acquisition by the Reporting Persons of additional securities of the Issuer, or the disposition of securities of the Issuer; (b) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries; (c) a sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries; (d) changes in the present board of directors or management of the Issuer; (e) a material change in the present capitalization or dividend policy of the Issuer; (f) any other material change in the Issuer's business or corporate structure; (g) changes in the Issuer's articles of incorporation, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person; (h) causing any class of the Issuer's securities to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association; (i) a class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or (j) any action similar to those enumerated above. The Reporting Persons reserve the right, based on all relevant factors and subject to applicable law, at any time and from time to time, to review or reconsider their position, change their purpose, take other actions (including actions that could involve one or more of the types of transactions or have one or more of the results described in paragraphs (a) through (j) of Item 4 of Schedule 13D) or formulate and implement plans or proposals with respect to any of the foregoing.

Item 5. Interest in Securities of the Issuer

(a) The aggregate number and percentage of the class of securities identified pursuant to Item 1 beneficially owned by each Reporting Person are stated in Items 11 and 13 on the cover page(s) hereto.

Each of 210 Capital, RHA Partners, CCW Holdings, RHA Investments, Mr. Alpert and Mr. Webb declares that neither the filing of this Schedule 13D nor anything herein shall be construed as an admission that such person is, for the purposes of Section 13(d) or 13(g) of the Act or any other purpose, the beneficial owner of any securities directly held by 210/P10 covered by this Schedule 13D.

(b) Number of shares as to which each Reporting Person has:

(i) sole power to vote or to direct the vote:

See Item 7 on the cover page(s) hereto.

(ii) shared power to vote or to direct the vote:

See Item 8 on the cover page(s) hereto.

(iii) sole power to dispose or to direct the disposition of:

See Item 9 on the cover page(s) hereto.

(iv) shared power to dispose or to direct the disposition of:

See Item 10 on the cover page(s) hereto.

210/P10 is the direct beneficial owner of 21,650,000 shares of the Issuer's Common Stock covered by this Schedule 13D. 210/P10 has the power to vote or to direct the vote of (and the power to dispose or direct the disposition of) the shares of Common Stock of the Issuer that it directly owns.

As sole member of 210/P10, 210 Capital may be deemed to have the power to vote or to direct the vote of (and the power to dispose or direct the disposition of) any shares of Common Stock of the Issuer beneficially owned by 210/P10. 210 Capital does not own any shares of Common Stock of the Issuer directly and disclaims beneficial ownership of any shares of Common Stock of the Issuer beneficially owned by 210/P10.

As members of 210 Capital, each of RHA Partners and CCW Holdings may be deemed to have the power to vote or to direct the vote of (and the power to dispose or direct the disposition of) any shares of Common Stock of the Issuer beneficially owned by 210/P10. Neither RHA Partners nor CCW Holdings own any shares of Common Stock of the Issuer directly and each of RHA Partners and CCW Holdings disclaims beneficial ownership of any shares of Common Stock of the Issuer beneficially owned by 210/P10.

As sole member of CCW Holdings, Mr. Webb may be deemed to have the power to vote or to direct the vote of (and the power to dispose or direct the disposition of) any shares of Common Stock of the Issuer beneficially owned by 210/P10. Mr. Webb does not own any shares of Common Stock of the Issuer directly and disclaims beneficial ownership of any shares of Common Stock of the Issuer beneficially owned by 210/P10.

As general partner of RHA Partners, RHA Investments may be deemed to have the power to vote or to direct the vote of (and the power to dispose or direct the disposition of) any shares of Common Stock of the Issuer beneficially owned by 210/P10. RHA Investments does not own any shares of Common Stock of the Issuer directly and disclaims beneficial ownership of any shares of Common Stock of the Issuer beneficially owned by 210/P10.

As President and sole shareholder of RHA Investments, Mr. Alpert may be deemed to have the power to vote or to direct the vote of (and the power to dispose or direct the disposition of) any shares of Common Stock of the Issuer beneficially owned by 210/P10. Mr. Alpert does not own any shares of Common Stock of the Issuer directly and disclaims beneficial ownership of any shares of Common Stock of the Issuer beneficially owned by 210/P10.

As of the date hereof, no Reporting Person owns any shares of Common Stock of the Issuer other than as set forth in this Item 5.

(c) Transactions in the class of securities reported on that were effected during the past sixty days or since the most recent filing of Schedule 13D, whichever is less, by the Reporting Persons are described below:

Transaction Date	Effecting Person(s)	Shares Acquired	Shares Disposed	Price Per Share	Description of Transaction
May 4, 2017	210/P10 Acquisition Partners, LLC	21,650,000	0	$0.215	Privately Negotiated Transaction

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Pursuant to Rule 13d-1(k) promulgated under the Act, the Reporting Persons entered into the Joint Filing Agreement with respect to the joint filing of this Schedule 13D and any amendment or amendments hereto. The Joint Filing Agreement is attached hereto as Exhibit 99.1 and incorporated herein by reference.

See Item 4 for a description of the Plan, which such description is incorporated herein by reference. The Plan is attached hereto as Exhibit 99.2 and incorporated herein by reference.

See Item 4 for a description of the Restructuring Support Agreement, which such description is incorporated herein by reference. The Restructuring Support Agreement is attached hereto as Exhibit 99.3 and incorporated herein by reference.

See Item 4 for a description of the Securities Purchase Agreement, which such description is incorporated herein by reference. The Securities Purchase Agreement is attached hereto as Exhibit 99.4 and incorporated herein by reference.

See Item 4 for a description of the Registration Rights Agreement, which such description is incorporated herein by reference. The Registration Rights Agreement is attached hereto as Exhibit 99.5 and incorporated herein by reference.

See Item 4 for a description of the Certificate of Designation, which such description is incorporated herein by reference. The Certificate of Designation is attached hereto as Exhibit 99.6 and incorporated herein by reference.

See Item 4 for a description of the Charter Amendment, which such description is incorporated herein by reference. The Charter Amendment is attached hereto as Exhibit 99.7 and incorporated herein by reference.

Except as otherwise described herein, no Reporting Person has any contract, arrangement, understanding or relationship with any person with respect to the Common Stock of the Issuer or any other securities of the Issuer.

Item 7. Material to be Filed as Exhibits

The following exhibits are filed as exhibits hereto:

Exhibit	Description of Exhibit
99.1	Joint Filing Agreement, dated as of May 15, 2017 (filed herewith).
99.2	First Amended Prepackaged Plan of Reorganization for P10 Industries, Inc., dated as of April 20, 2017.
99.3	Restructuring Support Agreement, dated as of March 22, 2017, by and between 210/P10 Acquisition Partners, LLC and P10 Industries, Inc.
99.4	Securities Purchase Agreement, dated as of May 4, 2017, by and between 210/P10 Acquisition Partners, LLC and P10 Industries, Inc.
99.5	Registration Rights Agreement, dated as of May 4, 2017, by and between 210/P10 Acquisition Partners, LLC and P10 Industries, Inc.
99.6	Series C Certificate of Designation, dated as of May 4, 2017, by P10 Industries, Inc.
99.7	Charter Amendment, dated as of May 4, 2017, by P10 Industries, Inc.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: May 15, 2017

210/P10 ACQUISITION PARTNERS, LLC

By: 210 Capital, LLC
Its: Sole Member

By: Covenant RHA Partners, L.P.
Its: Member

By: /s/ Robert H. Alpert
Its: Authorized Signatory

By: CCW/LAW Holdings, LLC
Its: Member

By: /s/ C. Clark Webb
Its: Authorized Signatory

210 CAPITAL, LLC

By: Covenant RHA Partners, L.P.
Its: Member

By: /s/ Robert H. Alpert
Its: Authorized Signatory

By: CCW/LAW Holdings, LLC
Its: Member

By: /s/ C. Clark Webb
Its: Authorized Signatory

COVENANT RHA PARTNERS, L.P.

By: /s/ Robert H. Alpert
Its: Authorized Signatory

CCW/LAW HOLDINGS, LLC

By: /s/ C. Clark Webb
Its: Authorized Signatory

RHA INVESTMENTS, INC.

By: /s/ Robert H. Alpert
Title: President

ROBERT H. ALPERT

By: /s/ Robert H. Alpert

C. CLARK WEBB

By: /s/ C. Clark Webb

EXHIBIT INDEX

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EXHIBIT 99.1

JOINT FILING AGREEMENT

May 15, 2017

Pursuant to and in accordance with the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), and the rules and regulations thereunder, each party hereto hereby agrees to the joint filing, on behalf of each of them, of any filing required by such party under Section 13 or Section 16 of the Exchange Act or any rule or regulation thereunder (including any amendment, restatement, supplement, and/or exhibit thereto) with the Securities and Exchange Commission (and, if such security is registered on a national securities exchange, also with the exchange), and further agrees to the filing, furnishing, and/or incorporation by reference of this agreement as an exhibit thereto. This agreement shall remain in full force and effect until revoked by any party hereto in a signed writing provided to each other party hereto, and then only with respect to such revoking party.

IN WITNESS WHEREOF, each party hereto, being duly authorized, has caused this agreement to be executed and effective as of the date first written above.

Date: May 15, 2017

210/P10 ACQUISITION PARTNERS, LLC

By: 210 Capital, LLC
Its: Sole Member

By: Covenant RHA Partners, L.P.
Its: Member

By: /s/ Robert H. Alpert
Its: Authorized Signatory

By: CCW/LAW Holdings, LLC
Its: Member

By: /s/ C. Clark Webb
Its: Authorized Signatory

210 CAPITAL, LLC

By: Covenant RHA Partners, L.P.
Its: Member

By: /s/ Robert H. Alpert
Its: Authorized Signatory

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Its: Member

By: /s/ C. Clark Webb
Its: Authorized Signatory

COVENANT RHA PARTNERS, L.P.

By: /s/ Robert H. Alpert
Its: Authorized Signatory

CCW/LAW HOLDINGS, LLC

By: /s/ C. Clark Webb
Its: Authorized Signatory

RHA INVESTMENTS, INC.

By: /s/ Robert H. Alpert
Title: President

ROBERT H. ALPERT

By: /s/ Robert H. Alpert

C. CLARK WEBB

By: /s/ C. Clark Webb

Exhibit 99.2

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

In re:	§	Chapter 11
	§	
P10 INDUSTRIES, INC.	§	Case No. 17-50635-11-CAG
	§	
Debtor.	§	
	§	

FIRST AMENDED PREPACKAGED PLAN OF REORGANIZATION FOR P10 INDUSTRIES, INC. UNDER CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE

DATED: April 20, 2017

ERIC TERRY LAW, PLLC
Eric Terry
Texas Bar No.
4040 Broadway Street
Suite 350
San Antonio, Texas 78209
Telephone: (210) 468-8274
Facsimile: (210) 319-5447
eric@ericterrylaw.com

PROPOSED ATTORNEY FOR
THE DEBTOR-IN-POSSESSION

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INTRODUCTION

P10 Industries, Inc., a Delaware corporation formerly known as Active Power Inc. (the "Debtor"), debtor-in-possession in the Chapter 11 Case, together with its Co-Proponent 210/P10 Investment, LLC, respectfully submit this *First Amended Prepackaged Plan of Reorganization for P10 Industries, Inc. Under Chapter 11 of the United States Bankruptcy Code* pursuant to 11 U.S.C. § 1121(a). Reference is made to the Disclosure Statement under 11 U.S.C. § 1125 in Support of the Prepackaged Plan of Reorganization for P10 Industries, Inc. Under Chapter 11 of the United States Bankruptcy Code (the "Disclosure Statement"), filed contemporaneously with the Prepackaged Plan, for a summary and description of the Prepackaged Plan and certain related matters.

ARTICLE I.
DEFINED TERMS, RULES OF INTERPRETATION, CONSTRUCTION OF TERMS, COMPUTATION OF TIME AND GOVERNING LAW

A. Defined Terms. All capitalized terms not defined elsewhere in the Prepackaged Plan shall have the meaning assigned to them in the Glossary of Defined Terms attached hereto as Exhibit A. Any capitalized term used in the Prepackaged Plan and not defined herein, but that is defined in the Bankruptcy Code, has the meaning assigned to that term in the Bankruptcy Code. Any capitalized term used in the Prepackaged Plan and not defined herein or in the Bankruptcy Code, but that is defined in the Bankruptcy Rules, has the meaning assigned to that term in the Bankruptcy Rules.

B. Rules of Interpretation and Construction of Terms.

1. For the purposes of the Prepackaged Plan:

   a. any reference in the Prepackaged Plan to an existing document, schedule or exhibit filed or to be filed means that document, schedule or exhibit as it may have been or may be amended, supplemented, or otherwise modified; and

   b. any reference in the Prepackaged Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions.

2. Any reference to an Entity as a Holder of a Claim or Interest includes the Entity's successors and assigns.

3. Any reference to docket numbers of documents filed in the Chapter 11 Case are references to docket numbers under the Bankruptcy Court's CM/ECF system.

4. The words "herein," "hereof," and "hereunder" and other words of similar import refer to the Prepackaged Plan as a whole and not to any particular article, section, subsection or clause contained in the Prepackaged Plan, unless the context requires otherwise.

5. Whenever from the context it appears appropriate, each term stated in either the singular or the plural includes the singular and the plural, and pronouns stated in the masculine, feminine, or neuter form include the masculine, feminine, and neuter form.

6. The article and section headings contained in the Prepackaged Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of the Prepackaged Plan.

7. Captions and headings to articles, sections, and exhibits are inserted for convenience of reference only and are not intended to be part of or to affect the interpretation of the Prepackaged Plan.

8. The rules of construction set forth in Bankruptcy Code § 102 shall apply.

9. All exhibits to the Prepackaged Plan are incorporated into the Prepackaged Plan by this reference and are a part of the Prepackaged Plan as if set forth fully herein.

C. Computation of Time. In computing any period, date, or deadline prescribed or allowed in the Prepackaged Plan, the provisions of Bankruptcy Rule 9006(a) shall apply. If the date on which a transaction may or must occur pursuant to the Prepackaged Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

D. Reference to Monetary Figures. All references in the Prepackaged Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

E. Governing Law. Except to the extent the Bankruptcy Code or the Bankruptcy Rules are applicable, the rights and obligations arising under the Prepackaged Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Texas without giving effect to the principles of conflicts of law thereof.

ARTICLE II.
TREATMENT OF UNCLASSIFIED
ADMINISTRATIVE AND PRIORITY TAX CLAIMS

In accordance with Bankruptcy Code § 1123(a)(1), Administrative Claims and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims set forth in the Prepackaged Plan.

B. Administrative Claims.

1. General. Subject to the Administrative Claim Bar Date provisions herein and unless otherwise provided for in the Prepackaged Plan or an order of the Bankruptcy Court, each Holder of an Allowed Administrative Claim shall, in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Administrative Claim be paid either Cash equal to the unpaid amount of such Allowed Administrative Claim or such other less favorable treatment as to which the Debtor or the Reorganized

Debtor and the Holder of such Allowed Administrative Claims shall have agreed upon in writing, at the Reorganized Debtor's option on: (a) the Effective Date, (b) the Allowance Date, (c) the date such Allowed Administrative Claim becomes due and owing in the ordinary course of business, or (d) such date as is mutually agreed upon by the Debtor or the Reorganized Debtor and the Holder of such Allowed Administrative Claim.

2. Payment of Statutory Fees. All fees payable pursuant to 28 U.S.C. § 1930 shall be paid in Cash equal to the amount of such Administrative Claim when due.

3. Administrative Claim Bar Dates and Objection Deadlines.

a. Deadline. Except as otherwise provided in this section of the Prepackaged Plan, requests for payment of Administrative Claims for which no bar date has otherwise been previously established must be included within a motion or application and filed no later than the Administrative Claim Bar Date. Unless the Holder of an Allowed Administrative Claim is not otherwise paid in the ordinary course of business during the Chapter 11 Case, Holders of Administrative Claims that are required to file requests for payment of such Administrative Claims and that do not file such requests by the Administrative Claim Bar Date shall be forever barred from asserting such Administrative Claims against the Reorganized Debtor or its property. Objections to Administrative Claims must be filed and served on the Reorganized Debtor and the Holder of the Administrative Claim that is the subject of such objection no later than the Administrative Claim Objection Deadline.

b. Form. Requests for payment of Administrative Claims included in a Proof of Claim are of no force and effect, and are disallowed in their entirety as of the Confirmation Date unless such Administrative Claim is subsequently filed in timely motion or application as provided herein. However, to the extent a Governmental Unit is not required to file a request for payment of an Administrative Claim pursuant to Bankruptcy Code § 503(b)(1)(D), a Proof of Claim filed by such Governmental Unit prior to the applicable bar date set forth in the Prepackaged Plan for filing a request for payment of such Administrative Claim shall fulfill the requirements of this section of the Prepackaged Plan.

c. Professionals. All Professionals shall file and serve on the Post-Confirmation Service List an application for final allowance of any Professional Fee Claim no later than the Professional Fee Claim Bar Date. Objections to Professional Fee Claims must be filed and served on the Reorganized Debtor and the Professional to whose application the objections are addressed no later than the Professional Fee Claim Objection Deadline. Any Professional that does not file an application for final allowance of any Professional Fee Claim by the Professional Fee Claim Bar Date shall be forever barred from asserting any such Professional Fee Claim against the Reorganized Debtor or its property. Any professional fees and reimbursements for expenses incurred by the Reorganized Debtor after the Effective Date may be paid without application to the Bankruptcy Court.

d. Post-Petition Tax Claims. All requests for payment of Post-Petition Tax Claims for which no bar date has otherwise been previously established, must be filed on or before the Post-Petition Tax Claim Bar Date. A Holder of any Post-Petition Tax Claim that is required to file a request for payment of such taxes and does not file such request by the Post-Petition Tax Claim Bar Date shall be forever barred from asserting any such Post-Petition Tax Claim against the Reorganized Debtor or its property, whether any such Post-Petition Tax Claim is deemed to arise prior to, on, or subsequent to the Effective Date. To the extent that the Holder of a Post-Petition Tax Claim holds a Lien to secure its Post-Petition Tax Claim under applicable state law, the Holder of such Post-Petition Tax Claim shall retain its Lien until its Allowed Post-Petition Tax Claim has been paid in full. Objections to Post-Petition Tax Claims must be filed and served on the Reorganized Debtor and the Holder of the Post-Petition Tax Claim that is the subject of such objection no later than the Post-Petition Tax Claim Objection Deadline.

C. Allowed Priority Tax Claims. Unless otherwise provided for pursuant to an order of the Bankruptcy Court, each Holder of an Allowed Priority Tax Claim due and payable on or prior to the Effective Date shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Priority Tax Claim, either (a) at the sole discretion of the Reorganized Debtor, either (i) cash equal to the amount of such Allowed Priority Tax Claim as soon as reasonably practicable after the later of (A) the Effective Date, (B) the Allowance Date, or (C) such date as is mutually agreed upon by the Debtor or the Reorganized Debtor and the Holder of such Allowed Priority Tax Claim, (ii) pursuant to Bankruptcy Code § 1129(a)(9)(C), deferred cash payments made on the first Business Day following each anniversary of the Effective Date over a period not exceeding five (5) years after the Petition Date, with a total value as of the Effective Date equal to the amount of such Allowed Priority Tax Claim. All Allowed Priority Tax Claims against the Debtor that is not due and payable on the Effective Date shall be paid in the ordinary course of business by the Reorganized Debtor in accordance with the applicable non-bankruptcy law governing such Claims.

D. Ordinary Course Liabilities. The Debtor shall pay each Ordinary Course Liability pursuant to the payment terms and conditions of the particular transaction giving rise to the Ordinary Course Liability. Holders of an Ordinary Course Liability are not required to file or serve any request for payment of the Ordinary Course Liability.

ARTICLE III.
CLASSIFICATION OF CLAIMS AND INTERESTS

A. Classification of Claims and Interests. Pursuant to Bankruptcy Code § 1122, a Claim or Interest is placed in a particular Class for purposes of voting on the Prepackaged Plan and receiving Distributions under the Prepackaged Plan only to the extent (i) the Claim or Interest qualifies within the description of that Class; (ii) the Claim or Interest is an Allowed Claim or Allowed Interest in that Class; and (iii) the Claim or Interest has not been paid, released, or otherwise compromised before the Effective Date. In accordance with Bankruptcy Code § 1123(a)(1), all Claims and Interests except Administrative Claims and Priority Tax Claims are classified in the Classes set forth below.

B. Identification of Classes.

1. Class 1 – Allowed Secured Non-Tax Claims. Class 1 shall consist of all Allowed Secured Non-Tax Claims. Each Secured Non-Tax Claim in Class 1 shall be assigned to a separate subclass.

2. Class 2 – Allowed Secured Tax Claims: Class 2 shall consist of all Allowed Secured Tax Claims. Each Secured Tax Claim in Class 2 shall be assigned to a separate subclass.

3. Class 3: Allowed Priority Non-Tax Claims. Class 3 shall consist of all Allowed Priority Non-Tax Claims.

4. Class 4 – Allowed General Unsecured Claims. Class 4 shall consist of all Allowed General Unsecured Claims.

5. Class 5 – Interests. Class 5 shall consist of all Interests in the Debtor.

C. Unimpaired Classes. Classes 1, 2, 3, 4, and 5 are Unimpaired under the Prepackaged Plan. Under Bankruptcy Code § 1126(f), Holders of Claims in Classes 1, 2, 3, and 4, and Holders of Interests in Class 5, are conclusively presumed to have accepted the Prepackaged Plan and are therefore not entitled to vote to accept or reject the Prepackaged Plan. Notwithstanding the foregoing, at the Confirmation Hearing the Debtor will make an evidentiary showing that the Prepackaged Plan does not discriminate unfairly and is fair and equitable with respect to Class 5 Interests in the Debtor.

D. Impaired, Voting Class. Under Bankruptcy Code § 1126(a), holders of claims and interests that are impaired are entitled to vote to accept or reject the Prepackaged Plan. None of the Classes under the Prepackaged Plan are Impaired and therefore none of the Classes of Claims and Interests are entitled to vote on the Prepackaged Plan.

E. Acceptance or Rejection of the Prepackaged Plan. An Impaired, Voting Class of Claims has accepted the Prepackaged Plan if the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims in such Class actually voting have voted to accept the Prepackaged Plan.

F. Elimination of Classes for Voting Purposes. Any Class that is not occupied as of the date of the commencement of the Confirmation Hearing by an Allowed Claim, an Allowed Interest, or a Claim or Interest temporarily allowed under Bankruptcy Rule 3018 or as to which no vote is cast shall be deemed deleted from the Prepackaged Plan for purposes of voting on acceptance or rejection of the Prepackaged Plan by such Class under Bankruptcy Code § 1129(a)(8).

ARTICLE IV.
TREATMENT OF CLASSIFIED CLAIMS AND INTERESTS

A. Treatment of Class1 – Allowed Secured Non-Tax Claims.

1. Subclasses. If there is more than one Allowed Non-Tax Secured Claim, then each Allowed Secured Non-Tax Claim shall be classified in a separate subclass (to be designated 1A, 1B, 1C, etc.).

2. Impairment and Voting. Class 1 (and each sub-Class therein, as applicable) is Unimpaired by the Prepackaged Plan. Each Holder of an Allowed Non-Tax Secured Claim is not entitled to vote to accept or reject the Prepackaged Plan and shall be conclusively presumed to have accepted the Prepackaged Plan.

3. Treatment. Unless otherwise provided for pursuant to an order of the Bankruptcy Court, each Holder of an Allowed Secured Non-Tax Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Secured Non-Tax Claim as soon as reasonably practicable after the later of (a) the Effective Date, (b) the Allowance Date, (c) the date such Allowed Secured Non-Tax Claim becomes due and owing in the ordinary course of business, and (d) such date as is mutually agreed upon by the Debtor or the Reorganized Debtor and the Holder of such Allowed Secured Non-Tax Claim either: (a) at the sole discretion of the Debtor or the Reorganized Debtor, as applicable, (i) Cash equal to the unpaid portion of such Allowed Secured Non-Tax Claim, including any interest on such Allowed Secured Non-Tax Claim required to be paid pursuant to Bankruptcy Code § 506(b), or (ii) reinstatement of the legal, equitable, and contractual rights of the Holder of such Allowed Secured Non-Tax Claim; or (b) such other treatment as may be agreed to by the Debtor and the Holder of such Allowed Secured Non-Tax Claim in writing.

B. Treatment of Class 2 – Allowed Secured Tax Claims.

1. Subclasses. If there is more than one Allowed Secured Tax Claim, then each Allowed Secured Tax Claim shall be classified in a separate subclass (to be designated 2A, 2B, 2C, etc.).

2. Impairment and Voting. Class 2 (and each sub-Class therein, as applicable) is Unimpaired by the Prepackaged Plan. Each Holder of an Allowed Secured Tax Claim is not entitled to vote to accept or reject the Prepackaged Plan and shall be conclusively presumed to have accepted the Prepackaged Plan.

3. Treatment. Unless otherwise provided for pursuant to an order of the Bankruptcy Court, each Holder of an Allowed Secured Tax Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Secured Tax Claim, either: (a) at the sole discretion of the Debtor or the Reorganized Debtor (i) Cash equal to the unpaid portion of such Allowed Secured Tax Claim, including any interest on such Allowed Secured Tax Claim required to be paid pursuant to Bankruptcy Code § 506(b) as soon as reasonably practicable after the later of (A) the Effective Date, (B) the Allowance Date, (C) the date such Allowed Secured Tax Claim becomes due and owing in the ordinary course of business, and (D) such date as is mutually agreed upon by the Debtor or the Reorganized Debtor and the Holder of such Allowed Secured Tax Claim, (ii) pursuant to Bankruptcy Code § 1129(a)(9)(D), deferred cash payments made on the first Business Day following each anniversary of the Effective Date over a period

not exceeding five (5) years after the Petition Date, with a total value as of the Effective Date equal to the amount of such Allowed Secured Tax Claim, or (iii) reinstatement of the legal, equitable, and contractual rights of the Holder of such Allowed Secured Tax Claim; or (b) such other treatment as may be agreed to by the Debtor and the Holder of such Allowed Secured Tax Claim in writing.

C. Treatment of Class 3 – Allowed Priority Non-Tax Claims.

1. Impairment and Voting. Class 3 is Unimpaired by the Prepackaged Plan. Each Holder of an Allowed Priority Non-Tax Claim is not entitled to vote to accept or reject the Prepackaged Plan and shall be conclusively presumed to have accepted the Prepackaged Plan.

2. Treatment. Unless otherwise provided for pursuant to an order of the Bankruptcy Court, each Holder of an Allowed Priority Non-Tax Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Priority Non-Tax Claim as soon as reasonably practicable after the later of (a) the Effective Date, (b) the Allowance Date, (c) the date such Allowed Priority Non-Tax Claim becomes due and owing in the ordinary course of business, and (d) such date as is mutually agreed upon by the Debtor or the Reorganized Debtor and the Holder of such Allowed Priority Non-Tax Claim either: (a) at the sole discretion of the Debtor or the Reorganized Debtor, as applicable, (i) Cash equal to the unpaid portion of such Allowed Priority Non-Tax Claim or (ii) reinstatement of the legal, equitable, and contractual rights of the Holder of such Allowed Priority Non-Tax Claim; or (b) such other treatment as may be agreed to by the Debtor and the Holder of such Allowed Priority Non-Tax Claim in writing.

D. Treatment of Class 4 – Allowed General Unsecured Claims.

1. Impairment and Voting. Class 4 is Unimpaired by the Prepackaged Plan. Each Holder of an Allowed General Unsecured Claim is not entitled to vote to accept or reject the Prepackaged Plan and shall be conclusively presumed to have accepted the Prepackaged Plan.

2. Treatment. Unless otherwise provided for pursuant to an order of the Bankruptcy Court, each Holder of an Allowed General Unsecured Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed General Unsecured Claim as soon as reasonably practicable after the later of (a) the Effective Date, (b) the Allowance Date, (c) the date such Allowed General Unsecured Claim becomes due and owing in the ordinary course of business, and (d) such date as is mutually agreed upon by the Debtor or the Reorganized Debtor and the Holder of such Allowed General Unsecured Claim either: (a) at the sole discretion of the Debtor or the Reorganized Debtor, as applicable, (i) Cash equal to the unpaid portion of such Allowed General Unsecured Claim or (ii) reinstatement of the legal, equitable, and contractual rights of the Holder of such Allowed General Unsecured Claim; or (b) such other treatment as may be agreed to by the Debtor and the Holder of such Allowed General Unsecured Claim in writing.

E. Treatment of Class 5 – Interests.

1. Impairment and Voting. Class 5 is Unimpaired by the Prepackaged Plan. Each Holder of Interests is not entitled to vote to accept or reject the Prepackaged Plan and shall be conclusively presumed to have accepted the Prepackaged Plan.

2. Treatment. Unless otherwise provided for in the Prepackaged Plan or pursuant to an order of the Bankruptcy Court, on the Effective Date, the shares of common stock owned or held by Holders of Class 5 Interests shall for all purposes be deemed cancelled and the Holders of Class 5 Interests shall be issued an equal number of shares of common stock in the Reorganized Debtor as more fully described in Article V.M herein below, and the Holders of Class 5 Interests that are options to acquire common stock in the Debtor shall be issued options to receive the same number of shares of common stock in the Reorganized Debtor upon the terms and in the amounts provided for in such options that are cancelled pursuant to this Prepackaged Plan.

F. Special Provision Governing Unimpaired Claims and Interests. Except as otherwise provided in the Prepackaged Plan, nothing under the Prepackaged Plan will affect the Debtor's rights in respect of any Unimpaired Claims or Interests, including all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims or Interests, including the right to Cure any arrearages or defaults that may exist with respect to contracts to be assumed under the Prepackaged Plan.

ARTICLE V.
EFFECT OF PREPACKAGED PLAN AND MEANS FOR IMPLEMENTATION OF THE PREPACKAGED PLAN

A. Legally Binding Effect. Provisions of this Prepackaged Plan shall bind all Creditors and Interest Holders, including such Holder's respective successors and assigns, whether or not they accept the Prepackaged Plan. On and after the Effective Date, all Creditors and Interest Holders shall be precluded and enjoined from asserting any Claim or Interest against the Debtor, the Reorganized Debtor or its assets or properties based on any transaction or other activity of any kind that occurred prior to the Confirmation Date except as permitted under the Prepackaged Plan.

B. Vesting of Property in the Reorganized Debtor. On the Effective Date, except as otherwise expressly provided in the Prepackaged Plan, title to all Estate property, including all Rights of Action, shall vest in the Reorganized Debtor free and clear of all Liens, Claims, charges or other encumbrances of any kind, except pursuant and subject to the terms and conditions of the SPA, the Loan Documents, or the SPA Ancillary Documents. On and after the occurrence of the Effective Date, except as otherwise provided in the Prepackaged Plan, the Reorganized Debtor may operate its business and may use, acquire and dispose of its Assets free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Without limiting the foregoing, the Reorganized Debtor may pay the charges that it incurs on or after the Effective Date for professionals' fees, disbursements, expenses or related support services without application to the Bankruptcy Court.

C. Operations Between the Confirmation Date and Effective Date. During the period from the Confirmation Date through and until the Effective Date, the Debtor may continue to operate its business as debtor in possession, subject to all applicable orders of the Bankruptcy Court and any limitations or agreements set forth in the 210 RSA.

D. Corporate Action. The entry of the Confirmation Order shall constitute authorization for the Debtor and the Reorganized Debtor to take or cause to be taken all corporate actions necessary or appropriate to implement all provisions of, and to consummate, the Prepackaged Plan, the SPA, the Loan Documents, and the SPA Ancillary Documents prior to, on and after the Effective Date and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court without further approval, act or action under any applicable law, order, rule or regulation, including, without limitation, any action required by the Holders of Interests, officers, or directors of the Debtor or Reorganized Debtor, including, among other things: (1) the approval and effectiveness of the New Organizational Documents; (2) the issuance of the SPA Common Stock pursuant to the SPA (3) the issuance of New Common Stock in the Reorganized Debtor to replace the cancelled shares of common stock in the Debtor; (4) the execution and delivery of, and performance under the SPA, the Loan Documents, and the SPA Ancillary Documents and the incurrence of indebtedness and obligations thereunder; (5) all transfers of Assets that are to occur pursuant to the Prepackaged Plan; (6) the incurrence of all obligations contemplated by the Prepackaged Plan and the making of Distributions; and (7) the implementation of all settlements and compromises as set forth in or contemplated by the Prepackaged Plan. On the Effective Date, the officers of the Debtor and the Reorganized Debtor are authorized and directed to do all things and to execute and deliver all agreements, documents, instruments, notices and certificates as are contemplated by the Prepackaged Plan and to take all necessary actions required in connection therewith, in the name of and on behalf of the Debtor and the Reorganized Debtor, as applicable. The authorizations and approvals contemplated by this Article V of the Prepackaged Plan shall be effective notwithstanding any requirements under non-bankruptcy law.

E. Governance Documents and Corporate Existence. Except as otherwise provided in the Prepackaged Plan, the Debtor shall continue to exist after the Effective Date as the Reorganized Debtor in accordance with the applicable laws of the jurisdiction in which it is incorporated or formed and pursuant to the charter and by-laws (or other formation documents) in effect prior to the Effective Date, except to the extent such charter and by-laws (or other formation documents) are amended under the Prepackaged Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Prepackaged Plan and require no further action or approval (other than any requisite filings required under applicable state or federal law).

F. Restructuring Transactions. On or prior to the Effective Date, the following transactions and the transactions identified in Article V.H herein below (the "Restructuring Transactions") shall be effectuated in the following order:

1. New Organizational Documents. In accordance with Article V.D of the Prepackaged Plan, on or immediately prior to the Effective Date, the New Organizational Documents shall be adopted as may be necessary to effectuate the transactions contemplated by the Prepackaged Plan. The Reorganized Debtor will file its New

Organizational Documents with the Delaware Secretary of State and/or other applicable authorities in accordance with applicable corporate laws. The New Organizational Documents will prohibit the issuance of non-voting equity securities, to the extent required under Bankruptcy Code § 1123(a)(6). After the Effective Date, the Reorganized Debtor may amend and restate its New Organizational Documents and other constituent documents as permitted by the terms thereof and applicable law.

2. SPA Closing. Subject to and in accordance with the terms and conditions of the SPA, the closing on the SPA shall occur. 210 shall wire the SPA Purchase Consideration to the Reorganized Debtor and the Reorganized Debtor shall immediately take all actions necessary to effectuate the transfer of the SPA Common Stock to 210, including by delivering irrevocable instructions to AST instructing AST to deliver a stock certificate to 210 evidencing the purchased SPA Common Stock. All of the SPA Common Stock issued pursuant to the SPA and the Prepackaged Plan shall be duly authorized, validly issued, fully paid, and nonassessable, and shall be subject to the terms and conditions of the Reorganized Debtor's Organizational Documents as amended, modified, or altered by the Prepackaged Plan or Confirmation Order.

3. Langley Lease Assignment. The Debtor shall assume and assign the Braker Facility Lease to Langley in accordance with Article VI.B.2 of the Prepackaged Plan.

4. Ascolese Settlement Options. Mark Ascolese will receive the Ascolese Settlement Options as more fully described in Article IX.C of the Prepackaged Plan.

5. Execution of Loan Agreement. The Reorganized Debtor and 210 shall execute the Loan Agreement, any other applicable Loan Documents, and any related agreements without the need for any further corporate or other organizational action and without further action by or approval of the Bankruptcy Court.

6. Execution of SPA Ancillary Documents. The Reorganized Debtor and 210, as applicable, shall execute the remaining SPA Ancillary Documents for which the necessary conditions as provided in the SPA, the Prepackaged Plan, and Confirmation Order shall have occurred.

7. Cancellation of common stock in the Debtor and Issuance of New Common Stock in the Reorganized Debtor. The actions identified in Article V.M of the Prepackaged Plan shall be implemented in the order identified therein.

8. Director and Officer Changes. The actions identified in Article V.H of the Prepackaged Plan shall be implemented in the order identified therein.

G. Sources of Cash for Prepackaged Plan Distributions. All Cash necessary for the Reorganized Debtor to make Distributions under the Prepackaged Plan shall be obtained from the Debtor's existing Cash balances, the SPA Purchase Consideration, or the liquidation of property of the Estate.

H. Directors and Officers of the Reorganized Debtor.

1. On the Effective Date, all of the Debtor's then-existing directors, except for the Continuing Directors, shall voluntarily resign. The Continuing Directors shall continue on the board of directors of the Reorganized Debtor as Class II directors.

2. On the Effective Date, the 210 Designees shall be designated to the board of directors of the Reorganized Debtor as Class I directors and Stephen Clearman shall be appointed as a special observer of the Reorganized Debtor's board of directors with the right to notice of and the right to attend meetings of the board of directors of the Reorganized Debtor, but without any voting rights at any such meeting. The 210 Designees shall stand for re-election to the Reorganized Debtor's board of directors in 2018 at the Reorganized Debtor's annual meeting of shareholders. Robert Alpert shall be appointed as Chairman of the Board of the Reorganized Debtor's board of directors.

3. On the Effective Date, the Continuing Directors and the 210 Designees shall nominate Mark Hood as the fifth director, which director shall be an "Independent" director as defined by the NASDAQ, and subject to the affirmative vote of a majority of the four directors, consisting of the 210 Designees and the Continuing Directors, such independent director shall be appointed as the fifth member of the Reorganized Debtor's board of directors to serve in Class III. The independent director shall stand for re-election to the Reorganized Debtor's board of directors in 2018 at the Reorganized Debtor's annual meeting of shareholders.

4. On the Effective Date, the Continuing Officers shall continue as the Reorganized Debtor's chief executive officer and chief financial officer respectively.

5. On the Effective Date, Jay Powers shall receive the settlement consideration as more fully described in Article IX.D of the Prepackaged Plan.

I. Disclosure of Directors and Officers. Pursuant to Bankruptcy Code § 1129(a)(5), the identity and affiliations of any person designated to serve on the initial board of directors of the Reorganized Debtor or as an officer of the Reorganized Debtor will be disclosed in the Plan Supplement. To the extent such person is an insider, the nature of any compensation payable to such person will also be included in the Plan Supplement.

J. D&O Liability Insurance Policies. The Debtor or the Reorganized Debtor, as the case may be, shall purchase and maintain director and officer liability insurance coverage for officers and directors of the Reorganized Debtor, including reasonably sufficient tail coverage (i.e., directors' and officers' insurance coverage that extends beyond the end of the policy period) for any director and officer liability policies in effect on the Petition Date for the Debtor's current and former directors, officers, and managers for such terms or periods of time, to be reasonable under the circumstances. All such policies shall be acceptable to 210 and the 210 Directors in all respects.

K. New Indemnification Agreements. The Reorganized Debtor shall enter into indemnification agreements, in a form and substance satisfactory to the directors of the Reorganized Debtor, with each of the directors of the Reorganized Debtor, including the 210 Directors, in the form to be included in the Plan Supplement.

L. Derivative Litigation Claims. Claims or Rights of Action derivative of or from the Debtor are Estate property under Bankruptcy Code § 541. On and after the Effective Date, all such Derivative Litigation Claims, regardless of whether pending on the Petition Date, will be retained by, vest in, and/or become property of the Reorganized Debtor. All named plaintiffs (including certified and uncertified classes of plaintiffs) in any actions pending on the Effective Date relating to any Derivative Litigation Claims and their respective servants, agents, attorneys, and representatives shall, on and after the Effective Date, be permanently enjoined, stayed, and restrained from pursuing or prosecuting any Derivative Litigation Claim.

M. Cancellation of common stock in the Debtor and Issuance of New Common Stock in the Reorganized Debtor. At 4:00 p.m., Eastern Time, on the Effective Date, all issued and outstanding shares of common stock in the Debtor (other than the shares issued pursuant to the SPA) will be deemed cancelled pursuant to the terms of the Prepackaged Plan and Confirmation Order without the need for any further action on the part of the Debtor, the Reorganized Debtor, the stockholders or their respective agents. Immediately thereafter, shares of New Common Stock issued by the Reorganized Debtor shall be deemed issued to each of the holders of cancelled shares as of 4:00 p.m., Eastern Time, on the Effective Date, such that each cancelled share shall be replaced by a share of New Common Stock in the Reorganized Debtor in the same names and same amounts as were outstanding immediately prior to 4:00 p.m., Eastern Time, on the Effective Date. For the avoidance of doubt, the total number of newly issued and outstanding shares of New Common Stock in the Reorganized Debtor shall be equal to the number of shares in the Debtor that are cancelled by this provision of the Prepackaged Plan. All of the New Common Stock shall be duly authorized, validly issued, fully paid, and nonassessable, and shall be subject to the terms and conditions of the Reorganized Debtor's New Organizational Documents, including, without limitation, the Charter Amendment and the transfer restrictions contained therein. All New Common Stock shall be deemed issued as of 4:00 p.m., Eastern Time, on the Effective Date regardless of the date on which the shares of New Common Stock are actually distributed. In connection with the shares of New Common Stock to be issued to DTC pursuant to the Plan in exchange for shares of common stock in the Debtor held by DTC immediately prior to 4:00 p.m., Eastern Time, on the Effective Date, the Reorganized Debtor need not provide any further evidence to DTC other than the Plan or the Confirmation Order.

N. Bankruptcy Code § 1145 Exemption. To the extent provided in Bankruptcy Code § 1145 and under applicable nonbankruptcy law, the issuance under the Prepackaged Plan of the New Common Stock to the Holders of Class 5 Interests will be exempt from registration under the Securities Act and all rules and regulations promulgated thereunder and shall be freely tradeable by the holders of the New Common Stock, except to the extent prohibited by the Charter Amendment.

ARTICLE VI.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

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

1. Assumed Executory Contracts and Unexpired Leases: Except as otherwise specifically provided herein, or in any contract, instrument, release, indenture or other agreement or document entered into in connection with the Prepackaged Plan, as of the Effective Date, the Reorganized Debtor shall be deemed to have assumed each Executory Contract and Unexpired Lease to which the Reorganized Debtor is a party, unless such contract or lease (i) was previously assumed or rejected by the Debtor, (ii) was previously expired or terminated pursuant to its own terms, (iii) is the subject of a motion to reject filed by the Debtor on or before the Confirmation Date, (iv) is the subject of a motion to assume and assign on or before the Confirmation Date, or (v) is a Rejected Executory Contract as set forth on Exhibit E hereto or otherwise included in the Plan Supplement.

Unless otherwise specified, each Executory Contract and Unexpired Lease shall include any and all modifications, amendments, supplements, restatements or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument or other document is listed on Exhibit E or F hereto or otherwise included in the Plan Supplement.

At any time prior to the Effective Date, the Debtor, with the consent of 210, may determine to include or exclude any Executory Contract or Unexpired Lease from the list of Rejected Executory Contracts set forth on Exhibit E hereto or otherwise included in the Plan Supplement. The Debtor or Reorganized Debtor, as applicable, shall notify the non-Debtor party or parties to such Executory Contracts or Unexpired Leases by written notice as soon as practicable after such determination.

2. Assumption and Assignment of the Braker Facility Lease. To the extent not already authorized and/or implemented by an Order of the Bankruptcy Court, the Debtor shall assume and assign the Braker Facility Lease to Langley.

3. Rejection of Certain Executory Contracts and Unexpired Leases: All Rejected Executory Contracts shall be rejected as of the Confirmation Date (which rejection shall be effective on the Effective Date), and such Rejected Executory Contracts shall no longer represent the binding obligations of the Reorganized Debtor after the Effective Date. Entry of the Confirmation Order shall constitute approval of such rejections under Bankruptcy Code §§ 365 and 1123.

B. Proposed Cure Claim Amounts: The Proposed Cure Claim Disclosure contains the Proposed Cure Amount for each Assumed Executory Contract.

1. Objections to Proposed Cure Claim Amounts: Any objection to a Proposed Cure Claim Amount must be filed with the Bankruptcy Court, and a copy served on the Debtors, on or before the Proposed Cure Claim Objection Deadline.

2. Failure to Object to a Proposed Cure Claim Amount. If the non-Debtor party to an Assumed Executory Contract does not file an objection to the Proposed Cure Claim Amount related to such Assumed Executory Contract, the Proposed Cure Claim Amount will be deemed the Allowed Amount of the Cure Claim related to such Assumed Executory Contract.

3. Resolution of Objection to Proposed Cure Claim Amount. If an objection is filed to a Proposed Cure Claim Amount by the Proposed Cure Claim Objection Deadline, the Allowed Amount of the Cure Claim related to such Assumed Executory Contract shall be determined by agreement of the parties to such Assumed Executory Contract or by subsequent order of the Bankruptcy Court.

4. Deemed Assumption Subject to Revocation. At the option of the Reorganized Debtor, an Assumed Executory Contract for which the associated Proposed Cure Claim Amount is subject to an objection will be deemed assumed by the Reorganized Debtor effective on the Effective Date; provided, however, the Reorganized Debtor may revoke an assumption of any such Executory Contract or Unexpired Lease within twenty (20) days after the later of (i) the Effective Date, or (ii) entry of an order by the Bankruptcy Court adjudicating the objection to the Proposed Cure Claim Amount related to such Executory Contract or Unexpired Lease, by filing a notice of such revocation with the Bankruptcy Court and serving a copy on the party(ies) whose Executory Contract or Unexpired Lease is rejected. Any Executory Contract or Unexpired Lease identified in such revocation notice shall be deemed rejected retroactively on the Effective Date. Any party whose Executory Contract or Unexpired Lease is rejected pursuant to a revocation notice may file a claim arising out of such rejection within thirty (30) days after such revocation notice is filed with the Bankruptcy Court, and any such rejection claim not filed by that deadline shall be discharged and forever barred. The Reorganized Debtor shall have the right to object to any such rejection claim.

5. Payment of Cure Claims: Within ten (10) Business Days after the Effective Date, the Reorganized Debtor shall pay all Allowed Cure Claims that are not subject to an objection. The Reorganized Debtor shall pay all Cure Claims that are subject to an objection within twenty (20) days of the later of the (a) Effective Date, and (b) the Allowance Date.

C. Rejection Damages Bar Date. Except as otherwise provided for in an order of the Bankruptcy Court, any Claim arising out of the rejection of an Executory Contract or Unexpired Lease pursuant to the Confirmation Order or prior order of the Bankruptcy Court must be filed with the Bankruptcy Court on or before the Rejection Claim Bar Date, and shall be served on counsel for the Reorganized Debtors. Any such Claims not filed by the Rejection Claim Bar Date shall be discharged and forever barred. Each Allowed Claim arising from the rejection of an Executory Contract or Unexpired Lease shall be treated as an Allowed General Unsecured Claim. The Bankruptcy Court shall determine the amount, if any, of the Claim of any Entity seeking damages because of the rejection of any Executory Contract or Unexpired Lease.

D. Reservation of Rights. Neither the exclusion nor inclusion of any contract or lease by the Debtors on any Exhibit to the Prepackaged Plan, nor anything contained in the Prepackaged Plan, will constitute an admission by the Debtor or the Reorganized Debtor that any such contract or lease is or is not in fact an Executory Contract or Unexpired Lease or that the Debtor or the Reorganized Debtor has any liability under such Executory Contract or Unexpired Lease. Nothing in the Prepackaged Plan will waive, excuse, limit, diminish, or otherwise alter any of the defenses, Claims, Rights of Action, or other rights of the Debtor or the Reorganized Debtor under any Executory Contract or non-Executory Contract or any Unexpired Lease or expired lease. Nothing in the Prepackaged Plan will increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtor or the Reorganized Debtor under any Executory Contract or non-Executory Contract or any Unexpired Lease or expired lease.

E. Dispute Regarding Executory Nature of Contracts. If there is a dispute regarding whether a contract or lease is or was an Executory Contract or Unexpired Lease at the time of assumption or rejection, then the Reorganized Debtor will have thirty (30) days following entry of a Final Order resolving such dispute to amend their decision to assume or reject such contract or lease.

F. Post-Petition Contracts and Leases. Subsequent to the Petition Date, the Debtor shall not enter any contracts, agreements or leases without the consent of 210. Any such contract, agreement or lease entered into pursuant to the terms of this Article VI.F of the Prepackaged Plan shall be deemed assigned by the Debtor to the Reorganized Debtor, as applicable, on the Effective Date, and may be performed by the Reorganized Debtor in the ordinary course of business.

ARTICLE VII.
OBJECTIONS TO AND PROCEDURES FOR RESOLVING DISPUTES REGARDING CLAIMS AND INTERESTS

A. Objections to Claims. Unless otherwise provided herein, objections to Claims shall be filed with the Bankruptcy Court and served upon the Holders of each of the Claims to which objections are made as soon as practicable, but in no event later than 180 days after the Proof of Claim Bar Date. The deadline to object to Claims can be extended automatically for an additional 90 days by the Reorganized Debtor filing a notice with the Court. Further extensions to the deadline to object to Claims may be granted by the Court upon motion of the Reorganized Debtor without notice or a hearing.

B. Claims Filed After Objection Deadline. Unless the Court otherwise directs or unless otherwise provided herein, any newly filed Claim filed later than 180 days after the Proof of Claim Bar Date shall be disallowed in full and removed from the Claims Register without further order of the Bankruptcy Court. Filed or scheduled claims may be amended or reconsidered only as provided in the Bankruptcy Code and Bankruptcy Rules.

C. Allowance of Claims and Interests. After the Effective Date, except as released in the Prepackaged Plan or by Bankruptcy Court order, the Reorganized Debtor shall have and retain any and all rights and defenses the Debtors had with respect to any Claims immediately prior to the Effective Date, including Rights of Action.

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

E. Estimation of Claims and Interests. After the Effective Date, the Reorganized Debtor may (but is not required to) at any time request that the Bankruptcy Court estimate any Disputed Claim that is contingent or unliquidated pursuant to Bankruptcy Code § 502(c), regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. Notwithstanding any provision otherwise in the Prepackaged Plan, a Claim that has been removed from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Prepackaged Plan (including for purposes of Distributions), and the Reorganized Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim or Interest. Notwithstanding Bankruptcy Code § 502(j), in no event shall any Holder of a Claim that has been estimated pursuant to Bankruptcy Code § 502(c) or otherwise be entitled to seek reconsideration of such estimation unless such Holder has filed a motion requesting the right to seek such reconsideration on or before twenty (20) days after the date on which such Claim is estimated.

F. Adjustment to Claims Without Objection. Any Claim that has been paid or satisfied, or any Claim that has been amended or superseded, may be adjusted or removed from the Claims Register at the request of the Reorganized Debtor without any further notice to or action, order, or approval of the Bankruptcy Court.

G. Disallowance of Claims or Interests. Any Claims or Interests held by entities from which property is recoverable under Bankruptcy Code §§ 542, 543, 550, or 553 or that is a transferee of a transfer avoidable under Bankruptcy Code §§ 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a), shall be deemed disallowed pursuant to Bankruptcy Code § 502(d), and the Holders of such Claims may not receive any distributions on account of such Claims until such time as such Right of Action against such Entities have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Estate by such Entities have been turned over or paid to the Reorganized Debtor.

H. Offer of Judgment. The Reorganized Debtor is authorized to serve upon a Holder of a Claim an offer to allow judgment to be taken on account of such Holder's Claim, and, pursuant to Bankruptcy Rules 7068 and 9014, Federal Rule of Civil Procedure 68 shall apply to such offer of judgment. To the extent the Holder of a Claim must pay the costs incurred by the Reorganized Debtor after the Reorganized Debtor makes such offer, the Reorganized Debtor is entitled to set off such amounts against the amount of any distribution owing to such Holder without any further notice to or action, order, or approval of the Bankruptcy Court.

ARTICLE VIII.
PROVISIONS GOVERNING DISTRIBUTIONS OF PROPERTY UNDER THE PREPACKAGED PLAN

A. General: Except as otherwise specified herein, the Reorganized Debtor shall make all Distributions required under the Prepackaged Plan.

B. Delivery of Distributions: Subject to Bankruptcy Rule 9010, Distributions to Holders of Allowed Claims will be made by mail (1) at the address of each such Holder as set forth on the proofs of claim filed by such Holder, (2) at the address set forth in any written notice of address change delivered after the date of any related proof of claim to the Reorganized Debtor, if after the Effective Date or the Debtor, if prior to the Effective Date, or (3) at the address reflected in the Schedules filed by the Debtor if no proof of claim is filed and the Reorganized Debtor have not received a written notice or address change.

If any Distribution to the Holder of an Allowed Claim is returned as undeliverable, the Reorganized Debtor shall use reasonable efforts to determine such Holder's then current address. After reasonable efforts, if the Reorganized Debtor still cannot determine such Holder's then-current address, no further Distribution shall be made to such Holder unless and until the Reorganized Debtor are notified of such Holder's then-current address.

Undeliverable distributions shall be set aside and held in a segregated account in the name of the Reorganized Debtor. If the Reorganized Debtor is able to determine or is notified of such Holder's then-current address, then such Distribution, together with any interest earned thereon and proceeds thereof (less any withholding pursuant to the Prepackaged Plan) shall be paid or distributed to such Holder within ten (10) Business Days of the date the Reorganized Debtor determines the Holder's then-current address. If the Reorganized Debtor cannot determine, or is not notified of, a Holder's then-current address by the later of six (6) months after the Effective Date or six (6) months after the date of the first Distribution to such Holder, the Distribution reserved for such Holder shall be deemed an unclaimed Distribution to which subsection E of this Article VIII shall apply.

C. Allocation of Distributions: In the case of distributions with respect to Allowed Claims pursuant to the Prepackaged Plan, the amount of any Cash and the fair market value of any other consideration received by the holder of such Claim shall be allocable first to the principal amount of such Claim (as determined for federal income tax purposes) and then, to the extent of any excess, the remainder of the Claim.

D. Rounding of Fractional Distributions: Notwithstanding any other provision of the Prepackaged Plan, the Reorganized Debtor shall not be required to make any Distributions or payment of fractional dollars. Whenever any payment of Cash of a fraction of a dollar would otherwise be required under the Prepackaged Plan, the actual payment may reflect a rounding of such fraction (up or down) to the nearest whole dollar, with half dollars or less being rounded down.

E. Unclaimed Distributions: If the current address of a Holder of an Allowed Claim entitled to a Distribution has not been determined by the later of six (6) months after the Distribution Date or six (6) months after the date of the first Distribution to such Holder, then such Holder shall be deemed to have released such Allowed Claim.

F. Uncashed Checks: Checks issued in respect of Allowed Claims will be null and void if not negotiated within ninety (90) days after the date of issuance thereof, and such Holder of an Allowed Claim will forfeit its right to such Distribution. In no event shall any funds escheat to the State of Texas.

G. Compliance with Tax Requirements: In connection with the Prepackaged Plan, to the extent applicable, the Reorganized Debtor shall comply with all withholding and reporting requirements imposed on it by any Governmental Unit, and all Distributions pursuant to the Prepackaged Plan shall be subject to such withholding and reporting requirements.

H. De Minimus Distributions: Ratable Distributions to Holders of Allowed Claims will not be made if such Distribution will result in a Distribution amount of less than $50.00, unless a request therefore is made in writing to the Reorganized Debtor.

I. Setoffs and Recoupment: Except as otherwise specifically provided for herein, the Debtor or Reorganized Debtor may, but shall not be required to, setoff against or recoup from any Claim any claims or any nature whatsoever that the Debtor may have against the claimant, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtor or the Reorganized Debtor of any such claim they may have against such claimant.

J. No Postpetition Interest on Claims: Except as otherwise specifically provided for herein, in the Confirmation Order or in any other order of the Bankruptcy Court, or required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on any Claims or Interests, and no holder of a Claim or Interest shall be entitled to interest accruing on or after the Petition Date on any Claim or Interest.

ARTICLE IX.
SETTLEMENT, RELEASE, INJUNCTION AND RELATED PROVISIONS

A. Comprehensive Settlement of Claims and Controversies. As set forth herein, the Prepackaged Plan embodies an overall negotiated settlement of numerous Claims and issues pursuant to Bankruptcy Code § 1123 and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided under the Prepackaged Plan. Except with respect to the Causes of Action retained pursuant to Article X of the Prepackaged Plan the provisions of the Prepackaged Plan will constitute a good faith compromise and settlement of all Claims or controversies relating to the rights that a holder of a Claim or Interest may have with respect to any Allowed Claim or Allowed Interest against the Debtor or any distribution to be made pursuant to the Prepackaged Plan on account of any Allowed Claim or Allowed Interest against the Debtor. The entry of the Confirmation Order will constitute the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of all such claims or controversies and the Bankruptcy Court's finding that all such compromises or settlements are in the best interests (x) of the Debtor, the Reorganized Debtor and the Estate and property, and (y) Claim and Interest holders, and are fair, equitable and reasonable.

B. Settlement of Claims with Legacy Purchaser. As provided in the Langley RSA, pursuant to Bankruptcy Code § 1123 and Bankruptcy Rule 9019 and in consideration for the agreement by Legacy Purchaser to (i) accept an assignment of the Braker Facility Lease, and (ii) release the Debtor and Reorganized Debtor from all Claims relating to (a) the November 2016 Sale Transaction, (b) the November 2016 APA, (c) the Braker Facility Lease, and (d) the Stonehollow Lease Assignment, on the Effective Date the Reorganized Debtor shall make a Distribution to Legacy Purchaser in the amount of $1 million less the Debtor's security deposit relating to the Braker Facility Lease.

C. Settlement of Claims with Mark Ascolese. The Debtor's CEO, Mark Ascolese, has agreed to accept the Ascolese Settlement Options on the Effective Date in full and final satisfaction, settlement, and release of any and all claims he holds, or may hold, against the Debtor for unpaid compensation or restricted stock units through the Effective Date.

D. Settlement of Claims with Jay Powers. The Debtor's CFO, Jay Powers, has agreed to accept a $30,000 cash payment to be paid on the Effective Date in full and final satisfaction, settlement, and release of any and all claims he holds, or may hold, against the Debtor for unpaid compensation through the Effective Date.

E. Indemnities. Notwithstanding anything to the contrary herein, any and all obligations of the Debtor to indemnify and hold harmless their current and former directors, officers, agents and employees, whether arising under the Debtor's constituent documents, contract, law or equity, shall be assumed by, and assigned to, the Reorganized Debtor upon the occurrence of the Effective Date with the same effect as though such obligations constituted Executory Contracts that are assumed (or assumed and assigned, as applicable) under Bankruptcy Code § 365, and all such obligations shall be fully enforceable on their terms from and after the Effective Date.

F. Section 1125(e) Release. The Co-Proponents and their respective representatives will comply with Bankruptcy Code § 1125(e) and obtain the protections afforded by that section.

G. **210 Release. As of the Effective Date, for good and valuable consideration, the Debtor and Reorganized Debtor will be deemed to release and forever waive and discharge claims, interests, obligations, rights, suits, damages, losses, costs and expenses, actions, causes of action, remedies, and liabilities of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, suspected or unsuspected, matured or unmatured, fixed or contingent, existing or hereafter arising, in law, equity or otherwise that are based in whole or part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtor, the Chapter 11 Case, the Prepackaged Plan or the Disclosure Statement, or any prepetition claim that could have been asserted by or on behalf of the Debtor or its Estate or the Reorganized Debtor against 210, and any of its respective current and former affiliates, officers, directors, professionals, advisors, accountants, attorneys, investment bankers, consultants, employees, agents and other representatives (but solely in their capacity as such), including, but not limited to, all Avoidance Actions; provided, however, that 210 shall not be released under this subsection for any claim or cause of action arising as a result of 210's (i) bad faith; (ii) actual fraud; (iii) willful misconduct; or (iv) gross negligence, each as determined by a Final Order of a court of competent jurisdiction.**

H. **Debtor Officer and Director Release**. **As of the Effective Date, for good and valuable consideration, the Debtor and Reorganized Debtor will be deemed to release and forever waive and discharge claims, interests, obligations, rights, suits, damages, losses, costs and expenses, actions, causes of action, remedies, and liabilities of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or**

unliquidated, suspected or unsuspected, matured or unmatured, fixed or contingent, existing or hereafter arising, in law, equity or otherwise that are based in whole or part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtor, the Chapter 11 Case, the Prepackaged Plan or the Disclosure Statement, or any prepetition claim that could have been asserted by or on behalf of the Debtor or its Estate or the Reorganized Debtor against Mark Ascolese, Jay Powers, Daryl Dulaney, and Stephen Clearman, including, but not limited to, all Avoidance Actions; provided, however, that Mark A. Ascolese, Jay Powers, Daryl Dulaney, and Stephen Clearman shall not be released under this subsection for any claim or cause of action arising as a result of Mark Ascolese's, Jay Powers', Daryl Dulaney's, or Stephen Clearman's (i) bad faith; (ii) actual fraud; (iii) willful misconduct; or (iv) gross negligence, each as determined by a Final Order of a court of competent jurisdiction.

I. Discharge and Discharge Injunction. Except as otherwise provided in the Prepackaged Plan, the rights granted in the Prepackaged Plan and the treatment of all Claims and Interests shall be in exchange for, and in complete satisfaction, discharge, and release of, all Claims and Interests of any nature whatsoever against the Debtor, the Reorganized Debtor, and any of the Estate property, whether such Claims or Interests arose before or during the Chapter 11 Case or in connection with implementation of the Prepackaged Plan. Except as otherwise provided in the Prepackaged Plan, on the Effective Date, each of the Debtor and the Reorganized Debtor shall be discharged and released from any and all Claims and Interests, including demands and liabilities that arose before the Effective Date, and all debts of the kind specified in Bankruptcy Code §§ 502(g), 502(h), or 502(i), regardless of whether (i) a Proof of Claim evidencing such debt was filed or deemed filed under Bankruptcy Code § 501; (ii) a Claim based on such debt is allowed under Bankruptcy Code § 502; or (iii) the Holder of a Claim based on such debt has accepted the Prepackaged Plan. Except as otherwise provided in the Prepackaged Plan, the Confirmation Order shall be a judicial determination of discharge of all liabilities of the Debtor. Pursuant to Bankruptcy Code § 524 and any other applicable section of the Bankruptcy Code, the discharge granted under this section shall void any judgment against the Debtor at any time obtained (to the extent it relates to a discharged Claim or Interest), and operates as an injunction against the prosecution of any action against the Reorganized Debtor or the Estate property (to the extent it relates to a discharged Claim or Interest).

J. Enjoining Holders of Claims Against and Interests in Debtor. Except as otherwise expressly provided in the Prepackaged Plan, after the Effective Date, all Entities who have been, are, or may be Holders of Claims against or Interests in the Debtor arising on or before the Effective Date shall be enjoined from taking any of the following actions against or affecting the Debtor, the Reorganized Debtor, its Estate, and Estate property in regard of such Claims or Interests (other than actions brought to enforce any rights or obligations under the Prepackaged Plan) to the fullest extent provided under Bankruptcy Code § 524 or any other applicable section of the Bankruptcy Code:

1. commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind against the Reorganized Debtor, the Debtor, its Estate, or Estate property (including, all suits, actions, and proceedings that are pending on the Effective Date, which shall be deemed withdrawn and dismissed with prejudice);

2. enforcing, levying, attaching, collecting, or otherwise recovering by any manner or means, directly or indirectly, any judgment, award, decree, or order against the Reorganized Debtor, the Debtor, its Estate, or Estate property;

3. creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Lien against the Reorganized Debtor, the Debtor, its Estate, or Estate property;

4. asserting any right of subrogation, setoff, or recoupment of any kind, directly or indirectly, against any obligation due the Reorganized Debtor, the Debtor its Estate, or Estate property; and

5. proceeding in any manner and in any place whatsoever that does not conform to or comply with the provisions of the Prepackaged Plan.

K. Integral to the Plan. Each of the discharges and injunctions provided in this Article X is an integral part of the Prepackaged Plan and is essential to its implementation. Each of the Protected Parties and any other parties protected by the releases and exculpations set forth in this Article X shall have the right to independently seek the enforcement of the releases and exculpations set forth in this Article X.

ARTICLE X.
RETENTION OF RIGHTS OF ACTION

A. Reorganized Debtor's Preservation, Retention and Maintenance of Rights of Action: Except as otherwise provided in the Prepackaged Plan, or in any contract, instrument, release, or other agreement entered into in connection with the Prepackaged Plan, in accordance with Bankruptcy Code § 1123(b)(3), the Reorganized Debtor shall retain and shall have the exclusive right, authority, and discretion to (without further order of the Court) determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, or withdraw, or litigate to judgment any and all Rights of Action that the Debtor or the Estate may hold against any Entity, whether arising before or after the Petition Date. The Debtor reserves and shall retain the foregoing Rights of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Case.

B. Preservation of All Rights of Action Not Expressly Settled or Released: Unless a Right of Action is expressly waived, relinquished, released, compromised or settled in the Prepackaged Plan or any Final Order, the Debtor expressly reserves such Right of Action (including any counterclaims) for later adjudication by the Reorganized Debtor. Therefore, no preclusion doctrine, including the doctrines of res judicata, collateral, estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Rights of Action (including counterclaims) on or after the Confirmation of the Prepackaged Plan.

ARTICLE XI.
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PREPACKAGED PLAN

A. Amendment or Modification of the Prepackaged Plan. Subject to Bankruptcy Code § 1127, to the extent applicable, Bankruptcy Code §§ 1122, 1123 and 1125, the Debtor may alter, amend or modify the Prepackaged Plan or the Exhibits at any time prior to or after the Confirmation Date but prior to the substantial consummation of this Plan, with the consent of 210.

B. Revocation or Withdrawal of the Prepackaged Plan. The Debtor, with the written consent of 210 or as otherwise permitted by the 210 RSA, reserves the right to revoke or withdraw this Prepackaged Plan at any time prior to the Confirmation Date and to file subsequent plans. If the Debtor, with the written consent of 210 or as otherwise permitted by the 210 RSA, revokes or withdraws this Prepackaged Plan prior to the Confirmation Date, or if the Confirmation Date or the Effective Date does not occur, then (i) this Prepackaged Plan shall be deemed null and void in all respects; (ii) any settlement or compromise embodied in the Prepackaged Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Prepackaged Plan, and any document or agreement executed pursuant to the Prepackaged Plan, shall be deemed null and void in all respects; and (iii) nothing contained in the Prepackaged Plan shall be deemed to constitute an admission, waiver or release of any claims by or against the Debtor or any other Entity, or to prejudice in any manner the rights of the Debtor, the Estate or any Entity in any further proceedings involving the Debtor.

ARTICLE XII.
RETENTION OF JURISDICTION

A. Exclusive Bankruptcy Court Jurisdiction. Notwithstanding the entry of the Confirmation Order or the occurrence of the Effective Date, the Bankruptcy Court, even after the Chapter 11 Case has been closed, shall have jurisdiction over all matters arising under, arising in, or relating to the Chapter 11 Case, including, among other things, proceedings to:

1. ensure that the Prepackaged Plan is fully consummated and implemented;

2. enter such orders that may be necessary or appropriate to implement, consummate, or enforce the provisions of the Prepackaged Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Prepackaged Plan or the Disclosure Statement;

3. consider any modification of the Prepackaged Plan under Bankruptcy Code § 1127;

4. hear and determine all Claims, controversies, suits, and disputes against the Debtor to the full extent permitted under 28 U.S.C. §§ 157 and 1334;

5. allow, disallow, determine, liquidate, classify, estimate, or establish the priority or secured or unsecured status of any Claim, including the resolution of any and all objections to the allowance or priority of Claims;

6. hear, determine, and adjudicate any litigation involving the Rights of Action or other claims or causes of action constituting Estate property;

7. decide or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any motions or applications involving the Debtor that are pending on or commenced after the Effective Date;

8. resolve any cases, controversies, suits, or disputes that may arise in connection with the consummation, interpretation, or enforcement of the Prepackaged Plan, or any Entity's obligations incurred in connection with the Prepackaged Plan, or any other agreements governing, instruments evidencing, or documents relating to any of the foregoing, including the interpretation or enforcement of any rights, remedies, or obligations under any of the foregoing;

9. hear and determine all controversies, suits, and disputes that may arise out of or in connection with the enforcement of any subordination and similar agreements among Creditors under Bankruptcy Code § 510;

10. hear and determine all requests for compensation and/or reimbursement of expenses that may be made for fees and expenses incurred before the Effective Date;

11. enforce any Final Order, the Confirmation Order, the Final Decree, and all injunctions contained in those orders;

12. enter an order concluding and terminating the Chapter 11 Case;

13. correct any defect, cure any omission, or reconcile any inconsistency in the Prepackaged Plan, or the Confirmation Order, or any other document or instruments created or entered into in connection with the Prepackaged Plan;

14. determine all questions and disputes regarding title to the Estate property;

15. classify the Claims of any Creditor and the treatment of those Claims under the Prepackaged Plan, re-examine Claims that may have been allowed for purposes of voting, and determine objections that may be filed to any Claims;

16. take any action described in the Prepackaged Plan involving the Debtor;

17. enter and implement such orders that are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

18. hear, determine and adjudicate any motions, contested or litigated motions brought pursuant to Bankruptcy Code § 1112;

19. hear, determine, and adjudicate all matters the Bankruptcy Court has authority to determine under Bankruptcy Code § 505, including determining the amount of any unpaid liability of the Debtor or the Estate for any tax incurred or accrued during the calendar year in which the Prepackaged Plan is confirmed;

20. enter a Final Decree as contemplated by Bankruptcy Rule 3022; and

21. hear, determine, and adjudicate any and all claims brought under the Prepackaged Plan.

B. Limitation on Jurisdiction: In no event shall the provisions of this Prepackaged Plan be deemed to confer in the Bankruptcy Court jurisdiction greater than that established by the provisions of 28 U.S.C. §§ 157 and 1334.

ARTICLE XIII.
EVENTS OF DEFAULT

A. Events of Default: An event of default shall have occurred if the Reorganized Debtor or any other Entity takes any action, fails to take any action, or fails to refrain from taking an action prevented, required, or otherwise set forth in the Prepackaged Plan.

B. Remedies for Default:

1. Procedure: Subject to Bankruptcy Code § 1112, should an event of default occur by the Reorganized Debtor or any other Entity, at least one (1) party-in-interest must provide written notice of the default to the defaulting party and serve copies of the notice to all parties identified in the Post-Confirmation Service List. If the default is not cured within ten (10) days after service of the notice of default, the notifying party may present an *ex parte* order to the Bankruptcy Court setting a date and time when the defaulting party must appear before the Bankruptcy Court and show cause why it should not be held in contempt of the Confirmation Order.

2. Remedy for Default: If the defaulting party is found to be in default of the Prepackaged Plan, the Bankruptcy Court shall:

a. assess the costs of proceeding on the order to show cause against the defaulting party; and

b. designate a person to appear, sign, and/or accept on behalf of the defaulting party the documents required under the Prepackaged Plan in accordance with Rule 70 of the Federal Rules of Civil Procedure, or enter such other order compelling compliance with the Prepackaged Plan that may be necessary and that does not materially alter the terms of the Prepackaged Plan as confirmed.

3. Award to Prevailing Party: The prevailing party in any show cause proceeding shall be entitled to recover reasonable attorneys' fees and costs to the extent not already awarded under this section.

ARTICLE XIV.
MISCELLANEOUS PROVISIONS

A. Conditions to Confirmation. This Plan shall not be confirmed unless and until the Confirmation Order, in form and substance satisfactory to the Debtor and 210, shall have been entered and have become a Final Order not later than forty-five (45) calendar days after the Petition Date, unless (i) otherwise agreed by 210 or (ii) waived in accordance with Article XIV(C) of this Prepackaged Plan.

B. Conditions to Occurrence of the Effective Date: The Prepackaged Plan will not be effective, and the Effective Date shall not occur, unless and until the following conditions shall have been satisfied or waived in accordance with Article XIV(C) of this Prepackaged Plan:

1. The condition to confirmation in Article XIV(A) of this Prepackaged Plan shall have been either satisfied or waived in accordance with Article XIV(C) of this Prepackaged Plan.

2. The 210 RSA shall not have been terminated pursuant to the terms of the 210 RSA.

3. The aggregate amount of Cure Claims that are not subject to an objection shall not exceed $75,000 as of the Effective Date.

4. As of the Effective Date, the aggregate amount of (a) General Unsecured Claims and Secured Claims, including Claims other than the Claims of Langley, Mark Ascolese, and Jay Powers, scheduled that are not designated as disputed, contingent, or unliquidated, and (b) Proofs of Claim filed as General Unsecured Claims or Secured Claims, including Secured Tax Claims and Priority Tax Claims, but not including the Claims of Langley, Mark Ascolese, and Jay Powers, to which (i) no objection to the allowance thereof has been interposed, or (ii) an objection to the allowance thereof has been filed without the consent or authorization of 210, shall not exceed $250,000. 210 shall not unreasonably withhold its consent or authorization to file any objection to any Proof of Claim.

5. The conditions precedent contained in the SPA shall have occurred or been waived by 210 in its sole discretion and the SPA Ancillary Documents and all other corporate documents necessary or appropriate to the implementation of the Prepackaged Plan, the 210 RSA, and/or the SPA shall have been executed, delivered, and where applicable, filed with the appropriate governmental authorities.

6. If the Debtor seeks to assume and assign the Braker Lease via motion rather than pursuant to the Plan, a Final Order approving the assumption and assignment of the Braker Lease shall have been entered.

C. Waiver of Conditions. Each of the conditions set forth in Articles XIV(A) and XIV(B) of this Prepackaged Plan may be waived in whole or in part by the Debtor with the written consent of 210 after five (5) days' notice to the Bankruptcy Court and parties in interest who have entered an appearance in the Chapter 11 Case but without the need for a hearing.

D. Due Authorization by Claim and Interest Holders: Each and every Creditor who elects to participate in the Distributions provided for herein warrants that the Creditor is authorized to accept in consideration of its Claim against the Debtor the Distributions provided for in this Prepackaged Plan and that there are no outstanding commitments, agreements, or understandings, express or implied, that may or can in any way defeat or modify the rights conveyed or obligations undertaken by the Creditor under this Prepackaged Plan.

E. Filing of Additional Documentation: On or before the Effective Date, the Debtor, may file with the Bankruptcy Court such agreements and other documents as may be reasonably necessary or appropriate to effectuate and further evidence the terms and conditions of the Prepackaged Plan, each of which shall be in a form and substance satisfactory to 210.

F. Further Authorizations: The Reorganized Debtor may seek such orders, judgments, injunctions, and rulings as any one or more of them deem necessary to further carry out the intentions and purposes of, and give full effect to the provisions of, the Prepackaged Plan.

G. Post Confirmation Service List: Any Entity that desires to receive notices or other documents required to be served under the Prepackaged Plan after the Confirmation Date must request that the Debtor or Reorganized Debtor add such Entity to the Post-Confirmation Service List to be maintained by the Debtor or Reorganized Debtor. Entities not on the Post-Confirmation Service List shall not receive notices or other documents required to be served under the Prepackaged Plan after the Confirmation Date. Any Entity that provides an e-mail address may be served by e-mail after the Confirmation Date. The Debtor or Reorganized Debtor shall file the Post-Confirmation Service List with the Bankruptcy Court and amend the Post-Service Confirmation List from time to time.

H. Successors and Assigns: The rights, benefits and obligations of any Entity named or referred to in the Prepackaged Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Entity.

I. Transfer of Claims: Any transfer of a Claim shall be in accordance with Bankruptcy Rule 3001(e). Notice of any such transfer shall be forwarded to the Reorganized Debtor by registered or certified mail, as set forth in Article XIV(J) of the Prepackaged Plan. Both the transferee and transferor shall execute any notice, and the signatures of the parties shall be acknowledged before a notary public. The notice must clearly describe the interest in the claim to be transferred. No transfer of a partial interest shall be allowed. All transfers must be of one hundred percent (100%) of the transferor's interest in the Claim.

J. Notices: Any notice required to be given under the Prepackaged Plan shall be in writing and served upon the Debtor, 210, and any party that has filed an appearance and request for notice in the Chapter 11 Case. Any notice that is allowed or required hereunder except for a notice of change of address shall be considered complete on the earlier of (a) three days following the date the notice is sent by United States mail, postage prepaid, or by overnight courier service, or in the case of mailing to a non-United States address, air mail, postage prepaid, or personally delivered; (b) the date the notice is actually received by the Entities on the Post-Confirmation Service List by facsimile or computer transmission; or (c) three days following the date the notice is sent to those Entities on the Post-Confirmation Service List as it is adopted by the Bankruptcy Court at the Confirmation Hearing and as amended from time to time.

All notices and other communications to the Debtor shall be addressed as follows:

P10 Industries, Inc.
2128 Braker Lane, BK 12
Austin, Texas 78758
Telephone: (512) 836-6464
Attn: Mark Ascolese

with a copy to:

Eric Terry Law, PLLC
4040 Broadway Street
Suite 350
San Antonio, Texas 78209
Attn: Eric Terry (eric@ericterrylaw.com)

All notices and other communication to 210, shall be addressed as follows:

210/P10 Investment LLC
8214 Westchester Drive, Suite 950
Dallas, Texas 75225
Attn: Caryn Peeples

with a copy to:

Haynes and Boone, LLP
2323 Victory Ave., Suite 700
Dallas, Texas 75219
Attn: Robert D. Albergotti (Robert.Albergotti@haynesboone.com) and Jarom J. Yates (Jarom.Yates@haynesboone.com)

K. U.S. Trustee Fees: The Debtor will pay pre-confirmation fees owed to the U.S. Trustee on or before the Effective Date of the Prepackaged Plan. After confirmation, the Reorganized Debtor will file with the court and serve on the U.S. Trustee quarterly financial reports in a format prescribed by the U.S. Trustee, and the Reorganized Debtor will pay post-confirmation quarterly fees to the U.S. Trustee until a Final Decree is entered or the case is converted or dismissed as provided in 28 U.S.C. 1930(a)(6).

L. Implementation: The Reorganized Debtor shall be authorized to perform all reasonable, necessary and authorized acts to consummate the terms and conditions of the Prepackaged Plan.

M. No Admissions: Notwithstanding anything herein to the contrary, nothing contained in the Prepackaged Plan shall be deemed an admission by the Debtor, or any other Entity with respect to any matter set forth herein, including, without limitation, liability on any Claim or Interest or the propriety of the classification of any Claim or Interest.

N. Substantial Consummation: Substantial consummation of the Prepackaged Plan under 11 U.S.C. § 1101(2) shall be deemed to occur on the Effective Date.

O. Good Faith: Confirmation of the Prepackaged Plan shall constitute a finding that (i) the Prepackaged Plan has been proposed in good faith and in compliance with the provisions of the Bankruptcy Code and (ii) the solicitation of acceptances or rejections of the Prepackaged Plan by all Entities and the offer, issuance, sale, or purchase of any security offered or sold under the Prepackaged Plan has been in good faith and in compliance with applicable provisions of the Bankruptcy Code.

P. Final Decree: On substantial consummation, the Reorganized Debtor may request the Bankruptcy Court to enter a Final Decree closing the Chapter 11 Case and such other orders that may be necessary and appropriate.

Q. Severability of Prepackaged Plan Provisions. If, prior to the Confirmation Date, any term or provision of the Prepackaged Plan is determined by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court will have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision will then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Prepackaged Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration, or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of the Prepackaged Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

Dated: April 20, 2017

P10 INDUSTRIES, INC.

/s/ Mark A. Ascolese
By: Mark A. Ascolese
Its: Chief Executive Officer

EXHIBIT A
GLOSSARY OF DEFINED TERMS

1. 210: 210/P10 Investment LLC, a Texas limited liability company.

2. 210 Designees: Robert H. Alpert and C. Clark Webb.

3. 210 RSA: The Restructuring Support Agreement entered into by the Debtor and 210 prior to the Petition Date.

4. Administrative Claim: A Claim for costs and expenses of administration pursuant to Bankruptcy Code §§ 503(b), 507(a)(2), 507(b), or 1114(e)(2), including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors (such as wages, salaries, or commissions for services, and payments for goods and other services and leased premises); (b) compensation for legal, financial advisory, accounting, and other services, and reimbursement of expenses Allowed pursuant to Bankruptcy Code §§ 328, 330(a), or 331 or otherwise for the period commencing on the Petition Date and ending on the Effective Date; (c) all fees and charges assessed against the Estates pursuant to chapter 123 of the Judicial Code; and (d) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to Bankruptcy Code §§ 503(b)(3), (4), and (5).

5. Administrative Claim Bar Date: Thirty (30) days after the Effective Date or such earlier deadline governing a particular Administrative Claim contained in an order of the Bankruptcy Court entered before the Effective Date.

6. Administrative Claim Objection Deadline: Twenty (20) days after the Administrative Claim Bar Date or such earlier deadline governing the objection to a particular Administrative Claim contained in an order of the Bankruptcy Court entered before the Effective Date.

7. Allowance Date: The date a Claim or Interest is Allowed.

8. Allowed: With respect to Claims and Interests: (a) any Claim or Interest, proof of which is timely filed by the applicable bar date (or that by the Bankruptcy Code or Final Order is not or shall not be required to be filed); (b) any Claim or Interest that is listed in the Schedules as of the Effective Date as not Disputed, not contingent, and not unliquidated, and for which no Proof of Claim has been timely filed; or (c) any Claim Allowed pursuant to the Prepackaged Plan; provided that with respect to any Claim or Interest described in clauses (a) or (b) above, such Claim or Interest shall be considered Allowed only if and to the extent that (1) no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Prepackaged Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or (2) such an objection is so interposed and the Claim or Interest shall have been Allowed for distribution purposes only by a Final Order; provided further that the Claims and Interests described in clauses (a) and (b) above shall not include any Claim or Interest on account of an option to purchase an Interest that is not exercised by the Voting Deadline. Except as otherwise specified in the Prepackaged Plan or an order of the Bankruptcy Court, the amount of an Allowed Claim shall not include interest on such Claim from and after the Petition Date. For purposes of determining the Allowed Amount of a Claim, there shall be deducted therefrom an amount equal to the amount of any Claim that the Debtors may hold against the Holder thereof, to the extent such Claim may be offset, recouped, or otherwise reduced under applicable law.

9. Allowed Amount: The amount at which a Claim or Interest is Allowed.

10. Allowed Secured Non-Tax Claim: An Allowed Secured Claim that is not a Secured Tax Claim.

11. Assumed Executory Contract: An Executory Contract or Unexpired Lease assumed under Bankruptcy Code § 365 pursuant to the terms of the Prepackaged Plan.

12. Ascolese Settlement Options: The 1,600,000 in new stock options with respect to the Reorganized Debtor's common stock to be provided to Mark Ascolese on the Effective Date in accordance with Article IX.C of the Plan, which will have an exercise price of the higher of either (i) $0.215 cents or (ii) the average share price of the Reorganized Debtor's common stock over the first five (5) stock trading days after the Effective Date, provided however that Mark Ascolese must provide the Reorganized Debtor's board of directors with notice of his intent to exercise any such options and the Reorganized Debtor shall have the option, in its sole and absolute discretion, to settle such options for cash in lieu of issuing common stock in the Reorganized Debtor. For the avoidance of doubt, the Ascolese Settlement Options are not being issued under any benefit plan of the Debtor or Reorganized Debtor.

13. AST: American Stock Transfer & Trust Company, LLC, the Company's rights agent under the Rights Agreement Amendment.

14. Avoidance Action: Any causes of action arising under Bankruptcy Code §§ 506, 510, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, and 553.

15. Bankruptcy Code: Title 11 of the United States Code, 11 U.S.C. §§ 101-1532.

16. Bankruptcy Court: The United States Bankruptcy Court for the Western District of Texas, San Antonio Division.

17. Bankruptcy Rules: The Federal Rules of Bankruptcy Procedure, and the general, local, and chambers rules and orders of the Bankruptcy Court.

18. Braker Facility Lease: The Debtor's lease for the premises of the Braker facility located at 2128 Braker Lane, Austin, Travis County, Texas.

19. Business Day: Any day, other than a Saturday, Sunday, or legal holiday.

20. Cash: Cash, cash equivalents, and other readily marketable securities or instruments, including, without limitation, direct obligations of the United States and certificates of deposit issued by federally insured banks.

21. Certificate of Designation: The certificate of designation describing the rights, preferences and privileges of the SPA Preferred Stock which shall be authorized on the Effective Date and filed with the Secretary of State of the State of Delaware, a form of which will be included in the Plan Supplement.

22. Chapter 11 Case: The Chapter 11 case filed by the Debtor on the Petition Date in the Bankruptcy Court.

23. Charter Amendment: The amendments to the Reorganized Debtor's corporate charter which shall become effective on the Effective Date and filed with the Secretary of State of the State of Delaware, a form of which will be included in the Plan Supplement.

24. Claim: Any claim against the Debtor as defined in Bankruptcy Code § 101(5).

25. Claims Register: The official register of Claims and Interests maintained by the Bankruptcy Court.

26. Class: A class of Holders of Claims or Interests as set forth in the Prepackaged Plan.

27. Clerk: Clerk of the Bankruptcy Court.

28. Confirmation: The entry of the Confirmation Order.

29. Confirmation Date: The date upon which the Confirmation Order is entered by the Bankruptcy Court on its docket, within the meaning of Bankruptcy Rules 5003 and 9021.

30. Confirmation Hearing: The hearing at which the Confirmation Order is first considered by the Bankruptcy Court.

31. Confirmation Order: The order of the Bankruptcy Court confirming the Prepackaged Plan pursuant to Bankruptcy Code § 1129.

32. Consummation: The occurrence of the Effective Date.

33. Continuing Directors: Mark Ascolese and Daryl Dulaney.

34. Continuing Officers: Mark Ascolese as chief executive officer and James A. Powers as chief financial officer.

35. Co-Proponents: The Debtor and 210.

36. Creditor: A Holder of a Claim.

37. Cure Claim: The amount due to the non-Debtor contracting party based upon the Debtor's default under an Executory Contract or Unexpired Lease at the time such Executory Contract or Unexpired Lease is assumed pursuant to Bankruptcy Code § 365.

38. Debtor: P10 Industries, Inc., a Delaware corporation formerly known as Active Power Inc.

39. Derivative Litigation Claim: Any claim, cause of action, demand, or any other right to payment derivative of or from the Debtor that is property of the Estate under 11 U.S.C. § 541.

40. Disclosure Statement: Disclosure Statement Under 11 U.S.C. § 1125 in Support of the Prepackaged Plan of Reorganization for P10 Industries, Inc. Under Chapter 11 of the United States Bankruptcy Code.

41. Disputed: With respect to any Claim or Interest, any Claim or Interest listed on (a) the Claims Register that is not yet Allowed or (b) the Schedules as disputed.

42. Distribution: The property required by the Prepackaged Plan to be distributed to the Holders of Allowed Claims and Allowed Interests.

43. Distribution Date: The Date when Distributions occur under the Prepackaged Plan.

44. Effective Date: The date selected by the Debtor, in consultation with 210, that is a Business Day after the Confirmation Date on which the conditions as specified in Article XIV(B) of the Prepackaged Plan have been satisfied or waived. Unless otherwise specifically provided in the Prepackaged Plan, anything required to be done by the Debtor or the Reorganized Debtor on the Effective Date may be done on the Effective Date or as soon as reasonably practicable thereafter.

45. Employee Agreement Amendments: The agreements to be executed on the Effective Date between the Reorganized Debtor and the Continuing Officers the forms of which will be included in the Plan Supplement.

46. Entity: The meaning assigned to such term by Bankruptcy Code § 101(15).

47. Estate: The bankruptcy estate of the Debtor created by virtue of Bankruptcy Code § 541 upon the commencement of the Chapter 11 Case.

48. Executory Contract: A contract to which the Debtor is a party that is subject to assumption or rejection under Bankruptcy Code § 365.

49. Final Decree: The decree for the Chapter 11 Case contemplated under Bankruptcy Rule 3022.

50. Final Order: As applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought. With respect to Confirmation of the Prepackaged Plan, Final Order shall mean an order confirming the Prepackaged Plan that has been entered on the docket in the Debtor's bankruptcy case and as to which the 14 day stay of effectiveness provided for in Bankruptcy Rule 3020(e) has been waived, and as to which any motion to stay effectiveness or to amend or modify such order has been denied or overruled.

51. General Unsecured Claim: Any Claim that is not an Administrative Claim, Secured Claim, Priority Tax Claim, or Priority Non-Tax Claim, including, without limitation, (a) any claim arising from the rejection of an Executory Contract or Unexpired Lease and (b) any portion of a Claim to the extent the value of the Holder's interest in property securing such Claim is less than the amount of the Claim, as determined pursuant to Bankruptcy Code § 506(a).

52. Governmental Unit: The meaning assigned to such term by Bankruptcy Code § 101(27).

53. Holder: An Entity holding a Claim or Interest, as applicable.

54. Impaired: With respect to any Class of Claims or Interests, impairment within the meaning of Bankruptcy Code § 1124.

55. Indemnification Agreements: The indemnification agreements between the Reorganized Debtor and the 210 Designees, to be executed by the Reorganized Debtor and the 210 Designees on the Effective Date, the forms of which will be included in the Plan Supplement.

56. Interest: Any equity security in the Debtor, including all issued, unissued, authorized, or outstanding shares of stock together with any warrants, options, or contractual rights to purchase or acquire such equity securities at any time and all rights arising with respect thereto.

57. Internal Revenue Code: The Internal Revenue Code of 1986, as amended.

58. IRS: The Internal Revenue Service.

59. Judicial Code: Title 28 of the United States Code, 28 U.S.C. §§ 1–4001.

60. Langley: Langley Holdings plc, a United Kingdon public limited company.

61. Legacy Purchaser: Langley and Piller Power Systems, Inc., a Delaware corporation formerly known as Piller USA, Inc., and a wholly owned subsidiary of Langley.

62. Langley RSA: The restructuring support agreement between Langley and the Debtor under which Langley agreed to support a plan incorporating the settlement more fully described in Article IX.B of the Prepackaged Plan.

63. Loan Agreement: The loan agreement to be entered into by and between 210 and the Reorganized Debtor on the Effective Date, a form of which will be included in the Plan Supplement.

64. Loan Documents: The Loan Agreement, Promissory Note, and related collateral and other documents.

65. Lien: With respect to any property or asset, any mortgage, lien, interest pledge, charge, security interest, encumbrance, mechanics' lien, materialman's lien, statutory lien or right, and other consensual or non-consensual lien, whenever granted and including, without limitation, those charges or interests in property within the meaning of "lien" under Bankruptcy Code § 101(37).

66. Liquidation Analysis: The liquidation analysis contained in the Disclosure Statement.

67. New Common Stock: The shares of common stock in the Reorganized Debtor in an amount equal to the total number of issued and outstanding shares of common stock in the Debtor (other than the shares issued pursuant to the SPA and/or authorized pursuant to the Charter Amendment).

68. New Organizational Documents: The Charter Amendment, Certificate of Designation and any other revisions, modifications, amendments, or restatements of the Debtor's existing organizational documents including without limitation its charter, articles of incorporation, by-laws, or other founding or governance documents to be executed and approved pursuant to the terms of the Prepackaged Plan or Confirmation Order.

69. Ordinary Course Liability: Claims incurred after the Petition Date and prior to the Effective Date in the ordinary course of business of the Debtor, relating to the Debtor's business, consistent with past practices during the pendency of and, as applicable, taking into account, the Chapter 11 Case.

70. Petition Date: March 22, 2017.

71. Plan Supplement: The compilation of documents and forms of documents, agreements, schedules, and exhibits to the Prepackaged Plan (a) in form and substance satisfactory to (i) the Debtor and (ii) 210 and (b) as may be altered, amended, modified, or supplemented from time to time in accordance with the terms of the Prepackaged Plan and the 210 RSA and in accordance with the Bankruptcy Code and Bankruptcy Rules, to be Filed by the Debtor no later than five days before the Confirmation Hearing or such other date as may be approved by the Bankruptcy Court.

72. Post-Confirmation Service List: The list of those Entities who have notified the Reorganized Debtor in writing, at or following the Confirmation Hearing, of their desire to receive notice of all pleadings filed after the Confirmation Date and have provided the e-mail or physical address to which such notices shall be sent.

73. Post-Petition Tax Claim: An Administrative Claim or other Claim by a Governmental Unit for taxes (and for interest and/or penalties related to such taxes) for any tax year or period, which accrued or were assessed within the period from and including the Petition Date through and including the Effective Date.

74. Post-Petition Tax Claim Bar Date: The later of (i) forty-five (45) days following the Effective Date and (ii) ninety (90) days following the filing with the applicable Governmental Unit of the tax return for such taxes for such tax year or period, or by such earlier deadline governing a particular Post-Petition Tax Claim contained in an order of the Bankruptcy Court entered before the Effective Date.

75. Post-Petition Tax Claim Objection Deadline: Twenty (20) days after the Post-Petition Tax Claim Bar Date or such earlier deadline governing the objection to a particular Post-Petition Tax Claim contained in an order of the Bankruptcy Court entered before the Effective Date.

76. Prepackaged Plan: Prepackaged Plan of Reorganization for P10 Industries, Inc. Under Chapter 11 of the United States Bankruptcy Code.

77. Prepackaged Plan Documents: The Prepackaged Plan and all exhibits thereto, the Disclosure Statement and all exhibits thereto, and the SPA and all exhibits thereto, each of which shall be in a form and manner satisfactory to 210 in its sole discretion.

78. Prepackaged Plan Objection Deadline: April 21, 2017.

79. Priority Non-Tax Claim: Any Claim accorded priority in right of payment pursuant to Bankruptcy Code § 507(a), other than a Priority Tax Claim or an Administrative Claim.

80. Priority Tax Claim: Any Claim of the kind specified in Bankruptcy Code § 507(a)(8).

81. Professional: An Entity retained or to be compensated under Bankruptcy Code §§ 327, 328, 330, 331, 503(b) or 1103.

82. Professional Fee Claim: An Administrative Claim of a Professional for compensation for services rendered and/or reimbursement of costs and expenses incurred on and after the Petition Date and prior to the Effective Date.

83. Professional Fee Claim Bar Date: Thirty (30) days after the Effective Date or such earlier deadline governing a particular Professional Fee Claim contained in an order of the Bankruptcy Court entered before the Effective Date.

84. Professional Fee Claim Objection Deadline: Twenty (20) days after the Professional Fee Claim Bar Date or such earlier deadline governing the objection to a particular Professional Fee Claim contained in an order of the Bankruptcy Court entered before the Effective Date.

85. Promissory Note. The promissory note, the form of which shall be included in the Plan Supplement which shall be issued by the Reorganized Debtor to 210 in connection with an advance under the Loan Agreement.

86. Proof of Claim: Any proof of claim filed with the Bankruptcy Court with respect to the Debtor pursuant to Bankruptcy Code § 501 and Bankruptcy Rules 3001 and 3002.

87. Proof of Claim Bar Date: April 21, 2017.

88. Proposed Cure Claim Amount: The amount the Debtor represents is the appropriate Allowed Cure Claim due to a non-Debtor contracting party under an Assumed Executory Contract assumed pursuant to the Prepackaged Plan.

89. Proposed Cure Claim Disclosure: Disclosure containing the Proposed Cure Claim Amounts for each Executory Contract and Unexpired Lease to be assumed pursuant to the Prepackaged Plan, attached hereto as Exhibit F or otherwise included in the Plan Supplement.

90. Proposed Cure Claim Objection Deadline: The deadline for filing objections to the Proposed Cure Claim Amounts on the Proposed Cure Claim Disclosure, which shall be the same date as Prepackaged Plan Objection Deadline.

91. Protected Party: The Reorganized Debtor, the Debtor, 210, and any of their respective current and former officers and directors, professionals, advisors, accountants, attorneys, investment bankers, consultants, employees, agents, and other representatives (but solely in their capacity as such).

92. Registration Rights Agreement. The registration rights agreement between the Reorganized Debtor and 210 describing the registration rights provided by the Reorganized Debtor to 210 under the Securities Act and the rules and regulations promulgated thereunder, a form of which will be included in the Plan Supplement.

93. Reinstate: To reinstate the legal, equitable, and contractual rights of the Holder of a Claim or Interest.

94. Rejection Claim Bar Date: The first Business Day that is thirty (30) days after the Effective Date or such earlier date that may be set by the Bankruptcy Court concerning a particular Executory Contract.

95. Rejected Executory Contracts: The executory contracts and unexpired leases set forth on Exhibit E to the Prepackaged Plan or as may be included in the Plan Supplement.

96. Reorganized Debtor: The Debtor or any successors thereto by merger, consolidation or otherwise, on or after the Effective Date, after giving effect to the transactions occurring on the Effective Date in accordance with the Prepackaged Plan.

97. Right of Action: Any and all claims, debts, demands, rights, defenses, actions, causes of action, suits, contracts, agreements, obligations, accounts, defenses, offsets, powers, privileges, licenses and franchises of any kind or character whatsoever, known or unknown, suspected or unsuspected, whether arising before, on, or after the Petition Date, in contract or in tort, at law or in equity, or under any other theory of law, of the Debtor or the Estate, including (a) rights of setoff, counterclaim, or recoupment, and claims on contracts or for breaches of duties imposed by law; (b) claims pursuant to 11 U.S.C. § 362; (c) such claims and defenses as fraud, mistake, duress, and usury; and (d) all Avoidance Actions.

98. Rights Agreement Amendment: The amendment to that certain Rights Agreement, dated as of June 15, 2016, between the Debtor and AST.

99. Rights Plan Amendment: The rights plan amendment, a form of which will be included in the Plan Supplement.

100. Schedules: The schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs, as may be amended from time to time, filed by the Debtor pursuant to Bankruptcy Code § 521, the official bankruptcy forms, and the Bankruptcy Rules.

101. Secured Claim: A Claim that is (a) secured by a Lien on property in which the applicable Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff under Bankruptcy Code § 553, to the extent of the value of the creditor's interest in such Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to Bankruptcy Code § 506(a); or (b) Allowed pursuant to the Plan as a Secured Claim.

102. Secured Tax Claim: A Secured Claim of a Governmental Unit based on a tax allegedly owed by the Debtors.

103. Securities Act: The Securities Act of 1933, as amended.

104. SPA: The Securities Purchase Agreement to be executed by the Debtor and 210 on the Effective Date pursuant to which 210 will purchase the SPA Common Stock.

105. SPA Ancillary Documents: The Certificate of Designation, Registration Rights Agreement, Rights Plan Amendment, Charter Amendment, Indemnification Agreements, Employee Agreement Amendments, and Rights Agreement Amendment.

106. SPA Common Stock: The 21.65 million shares of the Reorganized Debtor's common stock, par value $0.001 per share, to be issued by the Reorganized Debtor and purchased by 210 pursuant to the SPA in exchange for the SPA Purchase Consideration.

107. SPA Preferred Stock: The Debtor's Series C Preferred Stock, par value $0.001 per share to be issued to 210 upon the terms and conditions contained in the SPA.

108. SPA Purchase Consideration: The $4,654,750.00 purchase price to be paid by 210 to acquire the SPA Common Stock pursuant to the terms of the SPA.

109. Stonehollow Lease Assignment: The Assignment and Assumption of Lease Agreement, dated November 19 2016, relating to the Debtor's former facility at 11525 Stonehollow Drive, Austin, Texas.

110. Unexpired Lease: A lease to which one or more of the Debtors is a party that is subject to assumption or rejection under Bankruptcy Code § 365.

111. Unimpaired: With respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of Bankruptcy Code § 1124.

112. Voting Class: A Class entitled to vote to accept or reject the Prepackaged Plan.

113. Voting Deadline: The deadline for submitting a Ballot to accept or reject the Prepackaged Plan.

Exhibit 99.3

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

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (including all exhibits and schedules attached hereto and incorporated herein in accordance with Section 2, this "**Agreement**") is made and entered into as of March 22, 2017, by and among the following parties:

i. P10 Industries, Inc., a Delaware corporation formerly known as Active Power Inc. (the "**Debtor**"); and

ii. 210/P10 Investment LLC, a Texas limited liability company ("**210**"). The Debtor and 210 are each a "**Party**," and collectively, the "**Parties**".

RECITALS

WHEREAS, the Parties have engaged in good faith, arm's-length negotiations regarding a restructuring transaction (the "**Restructuring**") pursuant to the terms and upon the conditions set forth in this Agreement;

WHEREAS, on November 19, 2016, the Debtor closed on the sale of substantially all of its assets (the "**Legacy Sale**"), including all of its assets related to its UPS and MIS businesses (the "**Historic Business**"), to the Buyer and Parent (together, the "**Legacy Purchaser**") identified in that certain Asset Purchase Agreement dated September 29, 2016, as amended (the "**Legacy APA**"), entered into by and between Debtor and Legacy Purchaser;

WHEREAS, the Debtor intends to reorganize (the "**Chapter 11 Case**") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Bankruptcy Code**"), in the United States Bankruptcy Court for the Western District of Texas (such court, or another bankruptcy court of competent jurisdiction with respect to the subject matter, the "**Bankruptcy Court**") to effect the Restructuring through a prepackaged chapter 11 plan of reorganization (the "**Plan**");

WHEREAS, subject to the terms and conditions of this Agreement, 210 will purchase 21,650,000 shares of the Debtor's common stock, $0.001 par value, for total purchase consideration of $4,654,750.00 (the "**Investment**");

WHEREAS, subject to certain terms and conditions in this Agreement, 210 will agree to provide up to $10 million in the aggregate for certain acquisitions by the Debtor through the incurrence of unsecured indebtedness pursuant to a loan agreement and/or the issuance of the Debtor's non-convertible preferred stock;

WHEREAS, the Parties have agreed to certain terms with respect to the organization and governance of the reorganized Debtor, after the Agreement Effective Date, as defined below, as more fully described herein;

WHEREAS, the Parties have agreed to take certain actions in support of the Restructuring on the terms and conditions set forth in this Agreement.

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

AGREEMENT

Section 1. ***Agreement Effective Date.***

This Agreement shall become effective and binding upon each of the Parties upon the execution and delivery of counterpart signature pages (such date, the "**Agreement Effective Date**").

Section 2. ***Exhibits Incorporated by Reference.***

Each of the exhibits attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibits. In the event of any inconsistency between this Agreement (without reference to the exhibits) and the exhibits, this Agreement (without reference to the exhibits) shall govern.

Section 3. ***Definitive Documentation.***

The definitive documents and agreements governing the Restructuring (collectively, the "**Definitive Documentation**") shall consist of: (a) the Plan (and all exhibits thereto); (b) the proposed order confirming the Plan (the "**Confirmation Order**") and pleadings in support of entry of the Confirmation Order; (c) the disclosure statement in support of the Plan (the "**Disclosure Statement**"); (d) the order of the Bankruptcy Court approving the Disclosure Statement; (e) the Securities Purchase Agreement (the "**SPA**") and all exhibits and attachments thereto, including, without limitation, the forms of (1) Certificate of Designation, (2) Loan Agreement, (3) Promissory Note, (4) Registration Rights Agreement, (5) Amendment No. 1 to Rights Agreement, (6) Indemnification Agreement, (7) Amendment to Offer Letter with Mark A. Ascolese, (8) Amendment to Offer Letter with James A. Powers; and (f) all other documents that will comprise the Plan Supplement or are otherwise attached as exhibits to this Agreement, the SPA, or any of the foregoing documents. The documents constituting the Definitive Documentation have been agreed to in form and substance and may only be modified in writing by mutual agreement of the Debtor and 210.

Section 4. ***Commitments Regarding the Restructuring*****.**

4.01. Agreements Regarding the Bankruptcy Process, the Plan and Definitional Documents.

(a) The Parties agree that the Debtor shall pursue the following milestones in connection with the Bankruptcy Case (the "**Milestones**") unless agreed otherwise by the Parties and, in any event, subject to the Bankruptcy Court's availability. Notwithstanding the foregoing, the Plan Effective Date shall have occurred on or before June 15, 2017:

(i) the Debtor shall have filed its final 10-K with the Securities Exchange Commission ("**SEC**") on or before March 18, 2017;

(ii) on or before March 22, 2017, the Debtor shall file a petition for relief (the "**Petition Date**") under chapter 11 of title 11 of the U.S. Code (the "**Bankruptcy Code**");

(iii) on the Petition Date the Debtor shall:

(A) file its Plan as a pre-packaged plan of reorganization;

(B) file its Disclosure Statement in support of the Plan;

(C) file a motion to shorten the bar date to a date that is not more than thirty-five (35) days after the Petition Date;

(D) file its schedules of assets and liabilities and schedule of financial affairs;

(E) file a motion to approve a form of publication notice;

(F) file a motion to limit the trading of the Debtor's publicly traded common stock during the pendency of the Bankruptcy Case;

(G) file a motion to approve a notice to stakeholders which shall (x) provide notice of the bankruptcy filing, (y) provide notice of the shortened claims bar date, (z) provide notice of the confirmation hearing on the Plan;

(H) file a motion pursuant to Bankruptcy Code § 365 requesting authorization to assume the Agreement and the Langley RSA;

(I) file such other "first day" motions as shall be agreed to by and between the Debtor and 210;

(iv) on or before April 3, 2017, the Debtor shall obtain approval of the (w) motion to limit trading of the Debtor's publicly traded common stock; (x) motion to shorten bar date, (y) motion to approve a form of publication notice; and (z) motion to approve the notice to stakeholders;

(v) on or before April 7, 2017, the Bankruptcy Court shall enter an order approving the assumption of the Agreement and the Langley RSA;

(vi) the Bankruptcy Court shall set a hearing on confirmation of the Debtor's Plan for a date not later than May 12, 2017 with a deadline to object no later than May 1, 2017;

(b) the Plan or other Definitive Documents, as applicable, shall contain the following key elements:

(i) all classes of claims and interests under the Plan shall be unimpaired and therefore not entitled to vote on the Plan;

(ii) the Plan shall incorporate and provide for the implementation of the SPA and all related documents, including without limitation the Loan Agreement;

(iii) the Plan will approve a settlement agreement with the Legacy Purchaser whereby: (x) the Debtor will assume and assign the lease for the premises of its Braker facility (the "**Braker Facility Lease**") to the Legacy Purchaser, (y) the Legacy Purchaser will release the Debtor from any liability under the Legacy APA, the Braker Facility Lease and the Assignment and Assumption of Lease Agreement, dated November 19 2016, relating to the Debtor's former facility at 11525 Stonehollow Drive, Austin, Texas (the "**Stonehollow Lease Assignment**"), and (z) the Legacy Purchaser will receive $1 million, less the Debtor's security deposit relating to the Braker Facility Lease;

(iv) the Plan will have the following classes of claims and the treatment of such claims:

(A) Class of Allowed Secured Claims, will be unimpaired and not entitled to vote;

(B) Class of Allowed Unsecured Claims, will be unimpaired and not entitled to vote;

(C) Class of Equity Security Holders, will be comprised of existing stockholders who will retain their rights, subject to dilution through the issuance of shares of the Debtor's common stock and the possible issuance of the Debtor's non-convertible preferred stock to 210 pursuant to the terms of the SPA and Plan, and will be unimpaired and not entitled to vote; and

(D) Such other Classes as shall be agreed by the Debtor and 210 in accordance with the applicable provisions of the Bankruptcy Code;

(v) on the effective date of the Plan (the "**Plan Effective Date**"), all of the Debtor's then-existing directors, except for CEO Mark Ascolese and Daryl Dulaney (the "**Continuing Directors**"), shall voluntarily resign;

(vi) on the Plan Effective Date, Stephen Clearman will be appointed Special Board Observer with the right to notice of and the right to attend meetings of the board of directors of the Debtor, but without any voting rights at any such meeting.

(vii) on the Plan Effective Date, two directors designated by 210 and disclosed in the Plan Supplement (the "**210 Directors**") shall be named by the Continuing Directors to fill two vacancies on the Debtor's board of directors, and thereafter, 210 shall nominate a fifth director, which director shall be an "Independent" director as defined by the NASDAQ, and shall be named by the 210 Directors and the Continuing Directors to fill another vacancy on the Debtor's board of directors (such director, collectively with the Continuing Directors and the 210 Directors, the "**Post-Closing Board**"); all such directors shall stand for re-election in 2018;

(viii) the Debtor shall obtain directors and officers liability insurance to be in force upon the Plan Effective Date, with coverage acceptable to all Continuing Directors and 210 Directors from financially sound and reputable insurers, except as otherwise decided in accordance with policies adopted by unanimous approval of the Post-Closing Board, and shall not be cancelable by the Debtor without prior unanimous approval by the Post-Closing Board; and

(ix) the Plan shall amend the Debtor's charter in form and substance satisfactory to 210 in all respects that shall provide that (1) an additional 70 million shares of common stock will be authorized and (2) without the prior approval of the Debtor's board of directors, the following transactions will be null and void ab initio (a) any transaction that would result in a holder of the Debtor's stock owning more than 4.99% of the Debtor's outstanding shares of common stock or (b) any transaction that would result in an existing 4.99% holder that increases his stake by even a share.

(c) All conditions to the closing under the SPA shall have been satisfied prior to Plan Effective Date.

4.02. Commitments of 210.

(a) During the period beginning on the Agreement Effective Date and ending on a Termination Date (as defined herein) (such period, the "**Effective Period**"), 210 shall:

(i) support and take all actions consistent with the terms of this Agreement and necessary or reasonably requested by the Debtor to facilitate consummation of the Restructuring;

(ii) negotiate in good faith all Definitive Documentation that is subject to negotiation as of the Agreement Effective Date;

(iii) use reasonable efforts to execute any document and give any notice, order, instruction, or direction necessary or reasonably requested by the Debtor that is consistent with the transactions contemplated by this Agreement and the Plan to support, facilitate, implement, consummate, or otherwise give effect to the Restructuring;

(iv) use good faith efforts to negotiate, execute and implement the Definitive Documentation on terms consistent with this Agreement;

4.03. Commitments of the Debtor.

(a) During the Effective Period, the Debtor shall:

(i) negotiate in good faith all Definitive Documentation that is subject to negotiation as of the Agreement Effective Date;

(ii) comply with its obligations under the SPA and related documents, including without limitation, its obligation to issue 21,650,000 shares of the Debtor's common stock to 210 for $0.215 per share, for a total purchase price of $4,654,750.00 million;

(iii) take such necessary action to prevent the issuance of shares of the Common Stock to 210 from triggering the ability of the Debtor's stockholders to exercise rights granted pursuant to the Debtor's existing stockholder rights plan;

(iv) prior to commencing its Bankruptcy Case, the Debtor shall authorize and execute Amendment No. 1 to the existing Rights Agreement in a form and matter acceptable to 210 in its sole discretion;

(v) cooperate with and provide mutual assistance to 210 in preparing a post-Plan Effective Date operating plan for the Debtor that is in all respects acceptable to 210, with such plan to be agreed upon by the Debtor and 210 by June 15, 2017;

(vi) support and complete the Restructuring and all transactions set forth in this Agreement;

(vii) execute and deliver any other required agreements to effectuate and consummate the Restructuring;

(viii) make commercially reasonable efforts to obtain required regulatory and/or third-party approvals for the Restructuring;

(ix) complete the Restructuring in a timely and expeditious manner;

(x) operate its business in the ordinary course, taking into account the Restructuring;

(xi) not undertake any actions materially inconsistent with the adoption and implementation of the Plan and confirmation thereof;

(xii) if the Debtor has not already obtained an agreement from the Legacy Purchaser agreeing to the terms of the Plan, the Debtor shall obtain such agreement from the Legacy Purchaser prior to the Petition Date; and

(xiii) use commercially reasonable efforts to obtain court approval of the releases set forth in the Plan.

(b) During the Effective Period, the Debtor also agrees to the following affirmative covenants:

(i) The Debtor shall provide to counsel for 210 at least two (2) calendar days (or such shorter prior review period as necessary in light of exigent circumstances) prior to the date when the Debtor intends to file such document draft copies of all "first day" and "second day" motions that the Debtor intends to file with the Bankruptcy Court, and shall consult in good faith with such counsel regarding the form and substance of any such proposed filing with the Bankruptcy Court. Counsel to 210 shall provide all comments to such motions by no later than one (1) calendar day (or within such time period as is reasonably practicable in light of the time at which such motions were provided to counsel for prior review) prior to the date when the Debtor intends to file with the Bankruptcy Court such motions, and Debtor's counsel shall consult in good faith with such counsel to 210 regarding any comments so provided if Debtor's counsel shall not be in agreement with such comments. The Debtor will use reasonable efforts to provide counsel to 210 at least three (3) calendar days prior to filing such material pleadings draft copies of all other material pleadings that the Debtor intends to file with the Bankruptcy Court. Counsel to 210 shall provide comments to such material pleadings by no later than one (1) calendar day (or within such time period as is reasonably practicable in light of the time at which such material pleadings were provided to counsel for prior review) prior to the date when the Debtor intends to file with the Bankruptcy Court such material pleadings. Debtor's counsel shall consult in good faith with such counsel to 210, regarding any comments so provided in respect of any such material pleading if Debtor's counsel shall not be in agreement with such comments;

(ii) the Debtor shall timely file a formal objection to any unresolved motion filed with the Bankruptcy Court by a third party seeking the entry of an order (A) directing the appointment of an examiner with expanded powers to operate the Debtors' businesses pursuant to Bankruptcy Code § 1104 or a trustee, (B) converting the Chapter 11 Case to a case under chapter 7 of the Bankruptcy Code, (C) dismissing the Chapter 11 Case, or (D) modifying or terminating the Debtor's exclusive right to file and/or solicit acceptances of a plan of reorganization under Bankruptcy Code § 1121;

(iii) the Debtor will not enter into any amendment or modification of the Langley RSA without the prior written consent of 210;

(iv) the Debtor shall promptly notify 210 in writing of any governmental or third-party complaints, litigations, investigations, or hearings (or communications indicating that the same may be contemplated or threatened).

4.04. Representations and Warranties of 210. 210 represents and warrants that:

(a) (i) it is an accredited investor (pursuant to Rule 501(a)(8) under the Securities Act of 1933, as amended (the "**Securities Act**")) and (ii) any securities of any Debtor acquired by 210 in connection with the Restructuring will be acquired for investment and not with a view to distribution or resale in violation of the Securities Act;

(b) as of the date hereof, it has no actual knowledge of any event that, due to any fiduciary or similar duty to any other person or entity, would prevent it from taking any action required of it under this Agreement; and

(c) the execution, delivery, and performance of this Agreement does not and shall not: (i) violate any provision of law, rules, or regulations applicable to it or any of its subsidiaries in any material respect; (ii) violate its certificate of incorporation, bylaws, or other organizational documents or those of any of its subsidiaries; or (iii) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any contractual obligation to which it is a party, which conflict, breach, or default, would have a material adverse effect on the Restructuring.

4.05. Representations and Warranties of the Debtor. The Debtor represents and warrants that:

(a) as of the Agreement Effective Date, it has no actual knowledge of any event that, due to any fiduciary or similar duty to any other person or entity, would prevent it from taking any action required of it under this Agreement;

(b) the Debtor affirms the representations and warranties contained in the SPA and all related documents as of the Agreement Effective Date;

(c) the Legacy Purchaser assumed at the Legacy Closing all of the Debtor's Liabilities, as defined below, arising out of, relating to or otherwise in respect of the operation of the Historic Business or the purchased assets to the extent Liabilities relate to such operation or such assets on or prior to the Closing Date but excluding each of the following: (1) Liabilities relating to the Braker Facility Lease, (2) Liabilities relating to the Stonehollow Lease Assignment, and (3) Liabilities related to taxes, indemnification of officers and directors, retained assets, retained employees or obligations to Langley under the Asset Purchase Agreement. For purposes of this Agreement, "**Liabilities**" shall mean any liability, indebtedness or obligation of any kind (whether known, unknown, accrued, absolute, contingent, matured, unmatured or otherwise, and whether or not required to be recorded or reflected on a balance sheet under generally accepted accounting principles in the U.S.);

(d) it is not aware of any outstanding Liabilities against it or obligation owed by it other than the Liabilities identified in Section 4.05(c) of this Agreement and the outstanding Liabilities identified in the schedules of assets and liabilities and statement of financial affairs circulated in draft form in preparation for the bankruptcy filing;

(e) upon the occurrence of the Legacy Closing, the Debtor retained at least $1 million of unrestricted cash and the patents previously disclosed to 210 (the "**Patents**");

(f) on the Petition Date, the Debtor shall have not less than $800,000.00 of unencumbered cash to which the Debtor holds exclusive title in a bank account in the exclusive control of the Debtor and to which its authorized agents, solely in their capacity as such, are the sole signatories;

(g) the Legacy Purchaser has agreed by separate restructuring support agreement with the Debtor to take an assignment of the Braker Facility Lease pursuant to the Plan and to release all liabilities under the Legacy APA (the "Langley RSA");

(h) there are only 96,000 un-cancelled options relating to the Debtor's common stock as of the Agreement Effective Date;

(i) Mark Ascolese has agreed that (x) he will accept 1,600,000 in new stock options with respect to the Debtor's common stock to be conferred on him on the Plan Effective Date in full satisfaction, settlement, and release of any and all claims he holds, or will hold, against the Debtor for unpaid compensation or restricted stock units through the Plan Effective Date, and (y) the 1,600,000 in new stock options will have an exercise price of the higher of either (i) $0.215 cents or (ii) the average share price of the Debtor's common stock over the first five (5) stock trading days after the Plan Effective Date, provided however that Mark Ascolese must provide the Debtor's board with notice of his intent to exercise any of the new stock options and the Debtor shall have the option, in its sole and absolute discretion, to settle the new stock options for cash in lieu of issuing stock;

(j) Jay Powers has agreed that he will accept a $30,000 cash payment to be paid on the Plan Effective Date in full satisfaction, settlement, and release of any and all claims he holds, or will hold, against the Debtor for unpaid compensation through the Plan Effective Date;

(k) the Debtor has filed its annual report on Form 10-K for fiscal year 2016, and a Form 15 suspending its duties to file reports under Sections 13(a) and 15(d) promulgated under the Securities and Exchange Act of 1934, with the Securities Exchange Commission ("**SEC**"); and

(l) the execution, delivery, and performance of this Agreement does not and shall not: (a) violate any provision of law, rules, or regulations applicable to it or any of its subsidiaries in any material respect; (b) violate its certificate of incorporation, bylaws, or other organizational documents or those of any of its subsidiaries; or (c) conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any contractual obligation to which it is a party, which conflict, breach, or default, would have a material adverse effect on the Restructuring.

Section 5. ***Mutual Representations, Warranties, and Covenants.***

Each of the Parties, severally and not jointly represents, warrants, and covenants to each other Party:

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

5.02. No Consent or Approval. Except as expressly provided in this Agreement, the Plan, the SPA, or the Bankruptcy Code, no consent or approval is required by any other person or entity in order for it to effectuate the Restructuring contemplated by, and perform the respective obligations under, this Agreement.

5.03. Power and Authority. Except as expressly provided in this Agreement, it has all requisite corporate or other power and authority to enter into, execute, and deliver this Agreement and to effectuate the Restructuring contemplated by, and perform its respective obligations under, this Agreement.

5.04. Governmental Consents. Except as expressly set forth herein and with respect to the Debtor's performance of this Agreement (and subject to necessary Bankruptcy Court approval and/or regulatory approvals associated with the Restructuring), the execution, delivery and performance by it of this Agreement does not, and shall not, require any registration or filing with consent or approval of, or notice to, or other action to, with or by, any federal, state, or other governmental authority or regulatory body.

Section 6. ***Acknowledgement.***

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

Section 7. ***Termination Events.***

7.01. 210 Termination Events.

(a) This Agreement may be terminated by 210 by the delivery to the Debtor, of a written notice in accordance with Section 9.09 hereof, upon the occurrence and continuation of any of the following events:

(i) the breach by the Debtor of any of the representations, warranties, or covenants of the Debtor as set forth in this Agreement; provided, however, (i) that promptly after becoming aware of the facts surrounding a breach of this Agreement, 210 shall transmit a notice to the Debtor pursuant to Section 9.09 hereof, detailing any such breach and (ii) if such breach is capable of being cured, the Debtor shall have five (5) business days after receiving such notice to cure any breach;

(ii) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any injunction, judgment, decree, charge, ruling, or order enjoining, the consummation of a material portion of the Restructuring; provided, however, that the Debtor shall have 30 business days after issuance of such injunction, judgment, decree, charge, ruling, or order to obtain relief that would allow consummation of the Restructuring that (i) does not prevent or diminish in a material way compliance with the terms of this Agreement or (ii) is otherwise reasonably acceptable to 210;

(iii) an examiner (with expanded powers beyond those set forth in Bankruptcy Code § 1106(a)(3) and (4)), or a trustee or receiver shall have been appointed in the Chapter 11 Case;

(iv) any Party seeking to terminate this Agreement pursuant to Section 7.01 files any motion or pleading with the Bankruptcy Court that is materially inconsistent with this Agreement and such motion or pleading has not been withdrawn or is not otherwise denied by the Bankruptcy Court within 30 days of receipt of notice by such party that such motion or pleading is inconsistent with this Agreement;

(v) the entry of a ruling or order by the Bankruptcy Court that would prevent consummation of the Restructuring; provided, however, that the Debtor shall have 30 days after issuance of such ruling or order to obtain relief that would (i) remedy any such impediment to the Restructuring in a manner that does not prevent or diminish in a material way compliance with the terms of this Agreement or (ii) is otherwise acceptable to 210;

(vi) the conversion or dismissal of the Chapter 11 Case, unless such conversion or dismissal, as applicable, is made with the prior written consent of counsel to 210;

(vii) any of the Definitive Documentation shall have been modified without the prior consent of 210;

(viii) the Bankruptcy Court grants relief terminating, annulling, or modifying the automatic stay (as set forth in Bankruptcy Code § 362) with regard to any material assets of the Debtor that would have a material adverse effect on the Restructuring, without the consent of 210;

(ix) the Debtor shall fail to meet any of the Milestones as set forth in Section 4.01(a);

(x) the Bankruptcy Court enters any order, including a plan confirmation order, that alters any provision of the SPA; or

(xi) the determination by 210 that either (A) the consummation of the Plan will result in an "ownership change" (as defined in Section 382 of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") to which Section 382(a) of the Tax Code applies, or (B) the Debtor has otherwise had (at any time) an "ownership change" to which Section 382(a) of the Tax Code applies.

(b) 210 may, in its sole and absolute discretion, waive any of the termination events set forth in Sections (i)–(xi). In the event that 210 terminates this Agreement for a reason other than specifically contained herein, 210 shall pay the Debtor a liquidated damage amount of $500,000 on the date this Agreement terminates.

7.02. Debtor's Termination Events.

(a) The Debtor may terminate this Agreement upon ten (10) business days' prior written notice, delivered in accordance with Section 9.09 hereof, upon the occurrence of any of the following events: (a) the breach by 210 of any material provision set forth in this Agreement that remains uncured for a period of fifteen (15) business days after the receipt by 210 of notice of such breach or (b) the issuance by any governmental authority, including any regulatory authority or court of competent jurisdiction, of any final, non-appealable ruling or order enjoining the consummation of a material portion of the Restructuring.

(b) If the Debtor determines, on the advice of counsel, that it is in the best interest of the Debtor and its estate to terminate this Agreement to pursue an alternative transaction, the Debtor may terminate this Agreement ten (10) days after providing 210 notice in writing of its intent to terminate the Agreement to pursue an alternative transaction, provided that:

(i) 210 shall have a right of first refusal to pursue any such alternative transaction on the same terms and conditions as the transaction with a third party and

(ii) in the event that 210 determines not to pursue any such transaction, 210 shall be entitled to receive a breakup fee in the amount of $500,000, with such break-up fee (the "**Break-up Fee**") to become a liquidated obligation of the Debtor on the date the Agreement terminates and shall, without the need for further action by the Debtor or 210, have an allowed administrative expense priority claim in the Chapter 11 case without the need for 210 to file any motion or application with the Bankruptcy Court, provided that 210 shall be entitled to file any such motion, application, or other pleading with the Bankruptcy Court seeking the entry of an order confirming the status of the administrative expense priority claim that in its sole discretion it determines to be in its best interest. Furthermore, the Debtor shall be required to pay 210 the Break-up Fee within thirty (30) days of the date that the termination of the Agreement pursuant to Section 7.02(b) shall become effective.

7.03. Mutual Termination. This Agreement, and the obligations of all Parties hereunder, may be terminated by mutual agreement among the Parties.

7.04. Termination Upon Completion of the Restructuring. This Agreement shall terminate automatically without any further required action or notice on the Plan Effective Date.

7.05. Effect of Termination. No Party may terminate this Agreement if such Party failed to perform or comply in all material respects with the terms and conditions of this Agreement, with such failure to perform or comply causing, or resulting in, the occurrence of one or more termination events specified herein. The date on which termination of this Agreement as to a Party is effective in accordance with Sections 7.01, 7.02, 7.03, 7.04 shall be referred to as a "**Termination Date**." Except as set forth below, upon the occurrence of a Termination Date as to a Party, this Agreement shall be of no further force and effect and each Party subject to such termination shall be released from its commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had, had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Restructuring or otherwise, that it would have been entitled to take had it not entered into this Agreement. Upon the occurrence of a Termination Date, any and all consents tendered by the Parties subject to such termination before a Termination Date shall be deemed, for all purposes, to be null and void from the first instance and shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring and this

Agreement or otherwise. Notwithstanding anything to the contrary in this Agreement, the foregoing shall not be construed to prohibit the Parties from contesting whether any such termination is in accordance with its terms or to seek enforcement of any rights under this Agreement that arose or existed before a Termination Date. Except as expressly provided in this Agreement, nothing herein is intended to, or does, in any manner waive, limit, impair, or restrict (a) any right of the Debtor or the ability of the Debtor to protect and reserve its rights (including rights under this Agreement), remedies, and interests, including its claims against 210, and (b) any right of 210, or the ability of 210 to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against the Debtor.

Section 8. ***Amendments***.

Neither this Agreement nor any of the Definitional Documents, may be modified, amended, or supplemented without prior written consent of the Debtor and 210.

Section 9. ***Miscellaneous.***

9.01. Further Assurances. Subject to the other terms of this Agreement, the Parties agree to execute and deliver such other instruments and perform such acts, in addition to the matters herein specified, as may be reasonably appropriate or necessary, or as may be required by order of the Bankruptcy Court, from time to time, to effectuate the Restructuring, as applicable.

9.02. Complete Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral, or written, among the Parties with respect thereto.

9.03. Headings. The headings of all sections of this Agreement are inserted solely for the convenience of reference and are not a part of and are not intended to govern, limit, or aid in the construction or interpretation of any term or provision hereof.

9.04. GOVERNING LAW; SUBMISSION TO JURISDICTION; SELECTION OF FORUM. THIS AGREEMENT IS TO BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF TEXAS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN SUCH STATE, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF. Each Party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Agreement, to the extent possible, the United States District Court for the Western District of Texas (the "**Chosen Court**"), and solely in connection with claims arising under this Agreement: (a) irrevocably submits to the exclusive jurisdiction of the Chosen Court; (b) waives any objection to laying venue in any such action or proceeding in the Chosen Court; and (c) waives any objection that the Chosen Court are an inconvenient forum or do not have jurisdiction over any Party hereto; provided, however, that if the Debtor commences the Chapter 11 Case, then the Bankruptcy Court (or court of proper appellate jurisdiction) shall be the exclusive Chosen Court.

9.05. Trial by Jury Waiver. EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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

9.07. Interpretation and Rules of Construction. This Agreement is the product of negotiations among the Parties, and in the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement, or any portion hereof, shall not be effective in regard to the interpretation hereof. The Parties were each represented by counsel during the negotiations and drafting of this Agreement and continue to be represented by counsel. In addition, this Agreement shall be interpreted in accordance with Bankruptcy Code § 102.

9.08. Successors and Assigns. This Agreement is intended to bind and inure to the benefit of the Parties and their respective successors and permitted assigns, as applicable. There are no third-party beneficiaries under this Agreement, and the rights or obligations of any Party under this Agreement may not be assigned, delegated, or transferred to any other person or entity.

9.09. Notices. All notices hereunder shall be deemed given if in writing and delivered, if sent by electronic mail, courier, or registered or certified mail (return receipt requested) to the following addresses (or at such other addresses as shall be specified by like notice):

(a) if to the Debtor, to:

P10 Industries, Inc.
2128 Braker Lane, BK 12
Austin, Texas 78758
Attention: Mark Ascolese

with copies to:

Eric Terry Law, PLLC
4040 Broadway Street
Suite 350
San Antonio, Texas 78209
Attention: Eric Terry

(b) if to 210, to:

210/P10 Investment LLC
8214 Westchester Drive, Suite 950
Dallas, Texas 75225
Attention: Caryn Peeples

With a copy to:

Haynes and Boone, LLP
2323 Victory Avenue, Suite 700
Dallas, Texas 75219
Attention: Robert D. Albergotti, Esq.

or such other address as may have been furnished by a Party to the other Party by notice given in accordance with the requirements set forth above.

Any notice given by delivery, mail, or courier shall be effective when received.

9.10. Access. The Debtor will provide 210 and its respective attorneys, consultants, accountants, and other authorized representatives (each an "**Access Party**") reasonable access, upon reasonable notice during normal business hours, to relevant properties, books, contracts, commitments, records, management personnel, lenders, and advisors of the Debtor; provided, however, that the Debtor's obligation hereunder shall be conditioned upon agreeing to maintain the confidentiality of any information received in connection with the foregoing, other than any such information that is available to such Access Party on a non-confidential bases (the "**Information**") except that Information may be disclosed (a) to such Access Party's affiliates and the partners, directors, officers, employees, service providers, agents and advisors of such Access Party and of such Access Party's affiliates on a "need to know" basis solely in connection with the transactions contemplated hereby, (b) to the extent requested by any regulatory authority purporting to have jurisdiction over such Access Party or its affiliates, (c) to the extent required by applicable law, (d) to any of the Parties, or (e) with the consent of the Debtor. The Debtor will take actions reasonably requested by 210 to ensure that the Debtor has satisfied its duty to inquire and determine its stock owners as required by Treasury Regulation §1.382-2T(k)(3).

9.11. Waiver. If the Restructuring is not consummated, or if this Agreement is terminated for any reason, the Parties fully reserve any and all of their rights.

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

9.13. Automatic Stay. 210 is authorized to take any steps necessary to effectuate the termination of this Agreement notwithstanding Bankruptcy Code § 362 or any other applicable law, and no cure period contained in this Agreement shall be extended pursuant to Bankruptcy Code §§ 108 or 365 or any other applicable law without the prior written consent of 210.

9.14. Several, Not Joint, Claims. The agreements, representations, warranties, and obligations of the Parties under this Agreement are, in all respects, several and not joint.

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

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

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

[*Remainder of page intentionally left blank.*]

Debtor Signature Page to the Restructuring Support Agreement

P10 INDUSTRIES, INC.

By: /s/ Mark Ascolese
Name: Mark Ascolese
Title: Chief Executive Officer

210 Signature Page to
the Restructuring Support Agreement

210/P10 INVESTMENT LLC

By: /s/ Robert Alpert
Name: Robert Alpert
Title: Authorized Representative

Exhibit 99.4

P10 INDUSTRIES, INC.

SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (this "***Agreement***"), dated as of May 4, 2017, is made by and between P10 Industries, Inc. (f/k/a Active Power Inc.), a corporation organized under the laws of the State of Delaware (the "***Company***"), and 210/P10 Acquisition Partners, LLC, d/b/a 210/P10 Investment LLC, a Texas limited liability company (the "***Purchaser***").

RECITALS

WHEREAS, subject to the terms and conditions hereof, the Company desires to sell to the Purchaser and the Purchaser desires to purchase from the Company, 21.65 million newly issued shares (the "***Common Shares***") of the Company's common stock, par value $0.001 per share (the "***Common Stock***"), at a price of $0.215 per Common Share for a total aggregate cash purchase price of $4,654,750.00 (the "***Purchase Price***");

WHEREAS, subject to the terms and conditions hereof, the Company and the Purchaser desire to establish a preferred equity line of credit (the "***Preferred Equity Line of Credit***"), whereby upon the Company fulfilling certain conditions and at the Company's option, the Company would sell to the Purchaser and the Purchaser would be obligated to purchase from the Company, in a single transaction or a series of transactions, up to 10,000 shares (the "***Preferred Shares***") of the Company's Series C Preferred Stock, par value $0.001 per share (the "***Preferred Stock***"), at a price of $1,000.00 per Preferred Share;

WHEREAS, the Preferred Stock shall have the rights, preferences and privileges set forth in the Certificate of Designation, a form of which is attached hereto as Exhibit A (the "***Certificate of Designation***");

WHEREAS, simultaneously with establishing the Preferred Equity Line of Credit, the Company and the Purchaser desire to enter into a Loan Agreement ("***Loan Agreement***") and Promissory Note, whereby upon the Company fulfilling certain conditions and at the Company's option, the Purchaser would advance one or more loans to the Company, with the terms of such loans more fully set forth in such Loan Agreement and Promissory Note, forms of which are attached hereto as Exhibit B (the "***Loan Documents***");

WHEREAS, the Company and the Purchaser desire to limit the total commitments that may be outstanding at any time under the Preferred Equity Line of Credit and the Loan Documents to $10.0 million in the aggregate;

WHEREAS, the transactions contemplated hereby will be made in reliance upon exemptions from the registration requirements of the Securities Act of 1933, as amended (the "***Securities Act***"), pursuant to Section 4(a)(2) thereof and Rule 506 of Regulation D thereunder;

WHEREAS, in connection with the transactions contemplated hereby, the Company desires to provide the Purchaser with certain registration rights under the Securities Act and the rules and regulations promulgated thereunder pursuant to a Registration Rights Agreement, a form of which is attached hereto as Exhibit C (the "***Registration Rights Agreement***");

WHEREAS, in connection with the transactions contemplated hereby, the Company desires to enter into an indemnification agreement with each of the New Directors (as defined herein), a form of which is attached hereto as Exhibit D (the "***Indemnification Agreements***");

WHEREAS, in connection with the transactions contemplated hereby, the Company desires to enter into an Amendment to Offer Letter with James A. Powers and an Offer Letter and Nonqualified Stock Option Agreement with Mark A. Ascolese, forms of which are attached hereto as Exhibit E (the "***Employee Agreements***");

WHEREAS, in connection with the transactions contemplated hereby, the Company and American Stock Transfer & Trust Company, LLC, as Rights Agent ("***AST***"), has entered into an amendment to that certain Rights Agreement, dated as of June 15, 2016 (the "***Rights Agreement***"), between the Company and AST, a copy of which

has been accepted by AST and is attached hereto as Exhibit F (the "***Rights Agreement Amendment***," and collectively with the Certificate of Designation, the Loan Documents, the Registration Rights Agreement, the Indemnification Agreements and the Employee Agreements, as they may be amended from time to time, the "***Transaction Documents***").

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Purchaser hereby agree as follows:

ARTICLE I
PURCHASE AND SALE OF COMMON STOCK

Section 1.01. Purchase and Sale of Common Stock. Subject to the terms and conditions of this Agreement, the Company shall issue and sell to the Purchaser, and the Purchaser shall purchase from the Company, the Common Shares for the Purchase Price on the Closing Date.

Section 1.02. Closing. The closing of the purchase and sale of the Common Stock will take place on the date that each of the conditions set forth in Section 1.04 have been satisfied or waived by the Purchaser and the Company, as applicable, or such date thereafter as shall be mutually agreed by the Purchaser and Company (the "***Closing Date***").

Section 1.03. Closing Deliverables. On or prior to the Closing Date, the Company shall deliver or cause to be delivered to the Purchaser each of following:

(a) a copy of this Agreement that has been duly executed by the Company;

(b) a copy of irrevocable instructions to AST instructing AST to deliver a stock certificate evidencing the Common Shares;

(c) evidence of the filing and acceptance of the Certificate of Designation from the Secretary of State of the State of Delaware;

(d) a copy of the Loan Documents that have been duly executed by the Company;

(e) a copy of the Registration Rights Agreement that has been duly executed by the Company;

(f) copies of the Indemnification Agreements for each of the New Directors that have been duly executed by the Company;

(g) copies of the Employment Agreement Amendments that have been duly executed by the Company, Mark A. Ascolese and James A. Powers, as applicable;

(h) evidence that all members of the Company's Board of Directors other than Mark Ascolese and Daryl Dulaney have voluntarily resigned, and such Board of Directors is comprised of the persons set forth in the first sentence of Section 5.02(a) herein; and

(i) such other documents contemplated by this Agreement or reasonably requested by the Purchaser, including, without limitation, evidence of certain matters in connection with the completion of the Asset Sale and the confirmation of the Chapter 11 Case (each as defined herein).

On or prior to the Closing Date, the Purchaser shall deliver or cause to be delivered to the Company each of the following:

(a) the Purchase Price by wire transfer of immediately available funds to an account specified by the Company;

(b) a copy of this Agreement that has been duly executed by the Purchaser;

(c) a copy of the Loan Documents that have been duly executed by the Purchaser;

(d) a copy of the Registration Rights Agreement that has been duly executed by the Purchaser; and

(e) copies of the Indemnification Agreements for each of the New Directors that have been duly executed by each of the New Directors.

Section 1.04. Conditions Precedent to Purchase and Sale of Common Shares. The obligation of the Company to sell the Common Shares to the Purchaser and execute the Transaction Documents (other than the Rights Agreement Amendment) on the Closing Date is subject to the satisfaction or waiver of the following conditions precedent:

(a) the Purchaser shall have delivered each of the items required to be delivered by the Purchaser pursuant to Section 1.03;

(b) the representations and warranties of the Purchaser contained in Section 4.02 shall be true and correct on and as of the date hereof and the Closing Date; and

(c) the Company shall have received the Purchase Price.

The obligation of the Purchaser to purchase the Common Shares from the Company and execute the Transaction Documents (other than the Rights Agreement Amendment) on the Closing Date is subject to the satisfaction or waiver of the following conditions precedent:

(a) the Company shall have delivered each of the items required to be delivered by the Company pursuant to Section 1.03;

(b) the representations and warranties of the Company contained in Section 4.01 shall be true and correct on and as of the date hereof and the Closing Date;

(c) the Company shall have complied with all covenants contained in Section 5 of this Agreement and in the other Transaction Documents;

(d) no event or circumstance that could reasonably be expected to have a Material Adverse Effect (as defined herein) shall have occurred since the date of this Agreement;

(e) no Default or Event of Default (each as defined in the Loan Documents) shall have occurred and be continuing;

(f) entry of a final order by the bankruptcy court having jurisdiction over the Company's reorganization under chapter 11 of title 11 of the United States Code, 11.U.S.C. §§ 101-1532 (the "***Chapter 11 Case***") confirming the Company's prepackaged chapter 11 plan of reorganization, which order shall in all respects be satisfactory to Purchaser;

(g) the Company shall have $50,000.00 of unrestricted net cash;

(h) the lease for the premises located at 2128 W. Braker Lane, BK 12, Austin, Texas 78758 (the "***Braker Lease***") shall have been assumed and assigned to Langley (as defined below) pursuant to the Chapter 11 Case;

(i) the Company shall have taken such action as necessary to fulfill the conditions set forth in Section 5.02;

(j) the Company shall have a directors' and officers' liability insurance plan providing coverage for the New Directors on terms and conditions satisfactory to the Purchaser;

(k) the Company shall have amended its charter substantially in the form attached hereto as Exhibit H to provide that (1) the total number of shares of Common Stock authorized by the Company's charter shall be increased to 110,000,000 and (2) certain transfers of Company stock (as more particularly described in Exhibit H) shall be prohibited without the prior approval of the Company's Board of Directors and any transfers in violation of this prohibition shall be null and void;

(l) all consents, approvals and waivers required for the consummation of the transactions contemplated by this Agreement shall have been obtained;

(m) no statute, rule, regulation, executive order, decree, ruling, injunction, action or proceeding shall have been enacted, entered, promulgated or endorsed by any court or governmental authority of competent jurisdiction or any self-regulatory organization having authority over the matters contemplated hereby which questions the validity of, challenges or prohibits the consummation of, any of the transactions contemplated by this Agreement;

(n) there is no ongoing or pending, or, to the Company's knowledge, threatened, action, suit, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body (including, without limitation, the SEC) pending or affecting the Company or any of its respective directors or officers in their capacities as such, other than the Chapter 11 Case;

(o) except for (1) the 96,000 shares of Common Stock underlying outstanding stock options awarded to a former director of the Company and (2) the 1,600,000 shares of Common Stock underlying the stock option awarded to the Company's chief executive officer pursuant to the Company's chapter 11 plan of reorganization, the Company shall have cancelled all of its outstanding stock options;

(p) no change in tax law shall have occurred (statutory, regulatory or judicial) that would cause the Preferred Stock to be purchased pursuant to the Drawdown Notice to be treated as "stock" for purposes of Section 382(k)(6)(A) of the Tax Code; and

(q) the Company has not had an "ownership change" (as defined in Section 382 of the Tax Code) to which Section 382(a) of the Tax Code applies.

ARTICLE II
ADVANCES UNDER PREFERRED EQUITY LINE OF CREDIT

Section 2.01. Advances. Subject to the terms and conditions of this Agreement and the Transaction Documents, on or after the Closing Date, the Company, upon meeting the conditions set forth in Section 3.01 herein, at its option by the delivery of a drawdown notice in the form attached hereto as Exhibit G (a "***Drawdown Notice***"), may sell to the Purchaser, and the Purchaser shall be obligated to purchase, up to 10,000 Preferred Shares. The number of Preferred Shares that the Purchaser shall purchase pursuant to each Drawdown Notice shall be set forth by the Company in the applicable Drawdown Notice; provided, however, that the aggregate purchase price of all outstanding Preferred Shares sold hereunder plus the aggregate principal amount (excluding interest paid in kind and added to the principal amount of any loan) of all loans outstanding under the Loan Documents shall not exceed $10.0 million.

Section 2.02. Date of Drawdown Notice. A Drawdown Notice, if delivered prior to 5:00 P.M. Eastern Time on a business day, shall be deemed delivered on the business day it is received. If a Drawdown Notice is received after 5:00 P.M. Eastern Time or on a day that is not a business day, such Drawdown Notice will be deemed delivered on the next business day. A Drawdown Notice may not be delivered prior to the Closing Date.

Section 2.03 Advance Date Deliverables. Within twenty business days following each date that a Drawdown Notice is delivered, the Company shall deliver to the Purchaser a stock certificate evidencing the purchased Preferred Shares and the Purchaser shall deliver the applicable purchase price for the Preferred Shares to be purchased pursuant to such Drawdown Notice to the Company by wire transfer of immediately available funds to the account specified by the Company. For purposes hereof, an "***Advance Date***" means the date on which the Purchaser delivers the applicable purchase price for Preferred Shares to be purchased pursuant to the applicable Drawdown Notice, which date shall be within twenty business days of the delivery of the applicable Drawdown Notice.

ARTICLE III
CONDITIONS PRECEDENT TO ADVANCES UNDER PREFERRED EQUITY LINE OF CREDIT

Section 3.01 Conditions to Advance. The Company shall only be permitted to deliver a Drawdown Notice requesting an advance under the Preferred Equity Line of Credit to finance one or more Acquisitions (as defined below). The obligation of Purchaser to purchase shares of Preferred Stock pursuant to each Drawdown Notice is subject to the following conditions precedent:

(a) the Closing Date has occurred;

(b) the Purchaser has approved each such Acquisition in its sole discretion;

(c) Company has represented in the Drawdown Notice that the proceeds of the purchase of the Preferred Stock by the Purchaser will only be used for the Acquisition approved by the Purchaser;

(d) the representations and warranties of the Company contained in Section 4.01 shall be true and correct on and as of such Advance Date;

(e) the Company shall have complied with all covenants contained in Section 5 of this Agreement and in the other Transaction Documents in all material respects;

(f) no event or circumstance that could reasonably be expected to have a Material Adverse Effect shall have occurred since the date of this Agreement;

(g) the outstanding principal amount of all loans made pursuant to the Loan Documents (less the amount of interest paid in kind and added to obligations under the Loan Documents as principal from time to time in accordance with the terms of the Loan Documents), plus the aggregate Stated Value (as defined in the Certificate of Designation) of all Preferred Shares sold hereunder that remain outstanding, after giving effect to the purchase of Preferred Shares pursuant to such Drawdown Notice, shall not exceed $10,000,000;

(h) all conditions to each such Acquisition have been satisfied and the agreement relating to the Acquisition is still in full force and effect;

(i) on a pro forma basis, after giving effect to such Acquisition or Acquisitions, no Default or Event of Default (each as defined in the Loan Documents) shall exist or occur as a result of such Acquisition;

(j) at least thirty (30) days prior to the closing date of such Acquisition, the Company shall have provided Purchaser with notice of such proposed Acquisition together with an executed term sheet and/or letter of intent (setting forth in reasonable detail the terms and conditions of such Acquisition);

(k) the Purchaser shall have received and be reasonably satisfied with (A) such information and documents that Purchaser may request with respect to each such Acquisition including, without limitation, executed counterparts of the respective agreements, documents or instruments pursuant to which such Acquisition is to be consummated, any schedules to such agreements, documents or instruments and all other material ancillary agreements, instruments and documents to be executed or delivered in connection therewith, (B) current financial statements and historical operating information on the Target, (C) a pro-forma balance sheet of the relevant companies after giving effect to such Acquisition, and (D) copies of the results of the Company's due diligence with respect to the Target, each subject to the Purchaser's agreement to comply with the Company's confidentiality obligations to the Target;

(l) no change in tax law shall have occurred (statutory, regulatory or judicial) that would cause the Preferred Stock to be purchased pursuant to the Drawdown Notice to be treated as "stock" for purposes of Section 382(k)(6)(A) of the Tax Code; and

(m) the Company has not had an "ownership change" (as defined in Section 382 of the Tax Code) to which Section 382(a) of the Tax Code applies.

For purposes hereof, "***Target***" means a company to be acquired or whose assets are being acquired, and "***Acquisition***" means any transaction, or series of related transactions, consummated on or after the date hereof, by which the Company or any of its subsidiaries directly or indirectly (a) acquires all or a portion of the assets of any entity, whether through a merger, stock exchange, asset acquisition, stock purchase, reorganization or similar business combination transaction with one or more businesses; provided, however, that any such stock purchase shall involve the purchase of at least a majority (in number of votes) of the stock of such entity, or (b) acquires (in one transaction or as the most recent transaction in a series of transactions) at least a majority (in number of votes) of the equity securities (or other similar ownership interests) of any entity.

Section 3.02. Use of Proceeds of Advance. The Company shall use the proceeds from the sale and issuance of the Preferred Shares within ten days following Advance Date only to finance one or more Acquisitions that meet the conditions set forth in Section 3.01. If the Company does not use such proceeds within ten days following the Advance Date to finance such an Acquisition or Acquisitions, it shall return such proceeds to the Purchaser in full by wire transfer to an account designated by the Purchaser in writing, and on or after the Purchaser's receipt of such proceeds, Purchaser shall return the stock certificates to the Company.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

Section 4.01. Company Representations and Warranties. The Company represents and warrants to the Purchaser as of the date hereof that, as of the Closing Date and as of each Advance Date to the Purchaser, except as set forth in a Schedule of Exceptions, attached as Schedule A (the "***Schedule of Exceptions***"), the statements in the following subsections of this Section 4.01 are true and correct:

(a) Organization and Good Standing. The Company (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (ii) has the power and authority, and the legal right, to make, deliver and perform this Agreement and the Transaction Documents and (iii) has taken all necessary corporate or other action, including obtaining any necessary approvals by the Company's Board of Directors and stockholders, to authorize the execution, delivery and performance of this Agreement and the Transaction Documents. The Company does not have any subsidiaries, and the Company does not own, directly or indirectly, any capital stock of, or other equity or voting interests in, any entity. The Company is duly qualified as a foreign corporation to do business and is in good standing in every jurisdiction in which the nature of the business conducted or property owned by it makes such qualification necessary.

(b) Authorization and Enforceability. This Agreement and each of the Transaction Documents (i) have been duly executed and delivered on behalf of the Company and (ii) constitute a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with their terms.

(c) Capitalization. The capitalization of the Company, including the authorized capital stock, the number of shares issued and outstanding, the number of shares issuable and reserved for issuance pursuant to the Company's stock option plans, and the number of shares issuable and reserved for issuance pursuant to securities exercisable or exchangeable for, or convertible into, any shares of capital stock is as follows:

- As of the Effective Date (as defined in the Company's chapter 11 plan of reorganization), the authorized capital stock consists of:

- 112,000,000 shares of capital stock authorized for issuance, consisting of:
    - 110,000,000 shares of Common Stock, with 1,600,000 of such shares reserved for issuance pursuant to the stock option awarded to the Company's chief executive officer pursuant to the Company's chapter 11 plan of reorganization; and
    - 2,000,000 shares of preferred stock, with 80,000 of such shares of preferred stock designated as the Series A Junior Participating Preferred Stock, 50,000 of such shares of preferred stock designated as the Series B Junior Participating Preferred Stock, and 20,000 of such shares of preferred stock designated as the Series C Preferred Stock.
- Immediately prior to the Effective Date, the issued and outstanding shares of capital stock consisted of:
    - 23,413,582 shares of Common Stock outstanding (excluding treasury stock), none of which are restricted shares of Common Stock;
    - 0 shares of Series A Junior Participating Preferred Stock outstanding;
    - 0 shares of Series B Junior Participating Preferred Stock outstanding;
    - 0 shares of restricted stock outstanding.
- In addition, immediately prior to the Effective Date, the Company has 5,631,781 shares of Common Stock reserved for issuance pursuant to the Company's 2010 Equity Incentive Plan, including:
    - 0 shares of Common Stock underlying outstanding stock options awarded to current employees, directors or consultants of the Company; and
    - 96,000 shares of Common Stock underlying outstanding stock options awarded to former employees, directors or consultants of the Company.

All of such outstanding shares of capital stock have been, or upon issuance in accordance with the terms of any such exercisable, exchangeable or convertible securities will be, validly issued, fully paid and non-assessable. Other than as set forth in this Agreement and the Transaction Documents, no shares of capital stock of the Company are subject to preemptive rights or any other similar rights of the stockholders of the Company or any liens or encumbrances. Except for the Common Shares and Preferred Shares issuable pursuant to this Agreement (the "***Securities***"), and except as described in this Section 4.01(c), (i) there are no outstanding options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into or exercisable or exchangeable for, any shares of capital stock of the Company, or arrangements by which the Company is or may become bound to issue additional shares of capital stock of the Company, nor are any such issuances or arrangements contemplated (except pursuant to the Rights Agreement), (ii) there are no agreements or arrangements under which the Company is obligated to register the sale of any of its securities under the Securities Act (except for the Registration Rights Agreement); (iii) except with respect to the Preferred Shares pursuant to the Certificate of Designation, there are no outstanding securities or instruments of the Company which contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company is or may become bound to redeem any security of the Company; and (iv) the Company does not have any shareholder rights plan, "poison pill" or other anti-takeover plans or similar arrangements (except in connection with the Rights Agreement). There are no securities or instruments issued by the Company that contain anti-dilution or similar provisions that will be triggered by, and all of the resulting adjustments that will be made to such securities and instruments as a result of, the issuance of the Securities in accordance with the terms of this Agreement and the Transaction Documents, if applicable. The Company has no knowledge of any voting agreements, buy-sell agreements, option or right of first purchase agreements or other agreements of any kind among any of the security holders of the Company relating to the securities of the Company held by them. The Company has no restricted stock units outstanding.

(d) Issuance of Securities. The Securities to be issued and sold pursuant to this Agreement and the Transaction Documents are or will be duly authorized and, upon issuance in accordance with the terms of this Agreement and the Transaction Documents, (i) will be validly issued and free from all taxes, liens, claims and encumbrances (other than restrictions on transfer contained in this Agreement or the Transaction Documents, as applicable), (ii) will not be subject to preemptive rights, rights of first refusal or other similar rights of stockholders of the Company or any other person (other than preemptive rights, rights of first refusal or other similar rights contained in this Agreement or the Transaction Documents, as applicable) and (iii) will not impose personal liability on the holder thereof. Except for the filing of any notice prior or subsequent to the date hereof, the Closing Date or an Advance Date, as applicable, that may be required under applicable state and/or federal securities laws (or comparable laws of any other jurisdiction) or the Registration Rights Agreement, no authorization, consent, approval, license, exemption of or filing or registration with any court or governmental department, commission, board, bureau, agency, instrumentality or other third party, is or will be necessary for, or in connection with, the execution and delivery by the Company of this Agreement or the Transaction Documents, for the offer, issue, sale, execution or delivery of the Securities, or for the performance by the Company of its obligations under this Agreement or the Transaction Documents. No "bad actor" disqualifying event described in Rule 506(d)(1)(i)-(viii) of the Securities Act (a "***Disqualification Event***") is applicable to the Company or, to the Company's knowledge, any person listed in the first paragraph of Rule 506(d)(1), except for a Disqualification Event as to which Rule 506(d)(2)(ii–iv) or (d)(3), is applicable.

(e) No Conflicts. The execution, delivery and performance of this Agreement and the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby (including, without limitation, the issuance of the Securities) will not (i) result in a violation of the organizational documents of the Company, (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Company is a party, (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including United States federal and state securities laws, rules and regulations and rules and regulations of any self-regulatory organizations to which either the Company or its securities are subject) applicable to the Company or by which any property or asset of the Company is bound or affected, or (iv) result in the imposition of a mortgage, pledge, security interest, encumbrance, charge or other lien on any asset of the Company.

(f) Compliance. The Company is not in violation of its organizational documents and, except as described in the Schedule of Exceptions, the Company is not in default (and no event has occurred that with notice or lapse of time or both would put the Company in default) under, nor has there occurred any event giving others (with notice or lapse of time or both) any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Company is a party. The business of the Company is not being conducted, and shall not be conducted so long as the Purchaser (or any of its respective affiliates) own any of the Common Stock or Preferred Stock, in violation of any law, ordinance or regulation of any governmental entity. Neither the Company nor any director, officer, agent, employee or other person acting on behalf of the Company has, in the course of his actions for, or on behalf of, the Company, used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity, made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, or made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee. Neither the Company nor any director, officer, agent, employee or other person acting on behalf of the Company is: (a) a person or entity that appears on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("***OFAC***"); or (b) a person, country or entity with whom a U.S. person (as defined by the laws and regulations administered by OFAC, 31 C.F.R. Parts 500-598 (the "***OFAC Regulations***")) or a person subject to the jurisdiction of the United States (as defined by the OFAC Regulations) is otherwise prohibited from dealing under the OFAC Regulations (a "***Sanctions Target***"). The Company is not, directly or indirectly, owned or controlled by, or under common control with, or, to the knowledge of Company, acting for the benefit of or on behalf of, any Sanctions Target. The Company has not exported or re-exported any goods, commodities, technology or software in any manner that violates any applicable national or international export control statute, executive order, regulation, rule or sanction, including the OFAC Regulations, the United States Export Administration Regulations, 15 C.F.R. Parts 730-774, the International Traffic in Arms Regulations, 22 C.F.R. Part 120 et seq., the Export Administration Act, the International Emergency Economic Powers Act, the Trading with the Enemy Act, the Iran Sanctions Act, the Comprehensive Iran Sanctions, Accountability, and Divestment Act, the Trade Sanctions Reform and Export Enhancement Act of 2000 (TSRA), or any OFAC Sanctions Program. The Company possesses all certificates, authorizations and permits issued by the appropriate federal, state, provincial or foreign regulatory authorities that are material to the conduct to its business, and the Company has not received any notice of proceeding relating to the revocation or modification of any such certificate, authorization or permit. The Company has complied with and is not in default or violation in any

material respect of, and is not, to the Company's knowledge, under investigation with respect to or has not been, to the knowledge of the Company, threatened to be charged with or given notice of any violation of, any applicable federal, state, local or foreign law, statute, ordinance, license, rule, regulation, policy or guideline, order, demand, writ, injunction, decree or judgment of any federal, state, local or foreign governmental or regulatory authority. Except for statutory or regulatory restrictions of general application, no federal, state, local or foreign governmental or regulatory authority has placed any material restriction on the business or properties of the Company.

(g) Asset Sale. On November 19, 2016, the Company closed the sale of substantially all of its assets (the "***Asset Sale***") to Piller Power Systems, Inc. f/k/a Piller USA, Inc. (the "***Asset Purchaser***"), a Delaware corporation and wholly owned subsidiary of Langley Holdings plc ("***Langley***"), a United Kingdom public limited company, pursuant to an Asset Purchase Agreement, dated September 29, 2016, by and among the Company, the Asset Purchaser and Langley (the "***Asset Purchase Agreement***"). In connection with the consummation of the Asset Sale: (i) the Company sold, transferred, conveyed and delivered to the Asset Purchaser, and the Asset Purchaser purchased from the Company, all of the Acquired Assets (as defined in the Asset Purchase Agreement) and assumed and became responsible for all of the Assumed Liabilities (as defined in the Asset Purchase Agreement), (ii) the Company assigned the common stock (or other equity interest) in each of its former subsidiaries to Piller Group GmbH, Piller Germany Gmbh & Co. Kg. and Piller UK Ltd., each subsidiaries of Langley, pursuant to stock powers, (iii) the Asset Purchaser fully repaid the outstanding loans owed by the Company to Silicon Valley Bank pursuant to the Second Amended and Restated Loan and Security Agreement, dated August 5, 2010, by and between the Company and Silicon Valley Bank (as amended, the "***Old Company Credit Facility***"), and the Old Company Credit Facility was terminated and any liens on the Company's assets related to the Old Company Credit Facility or the loans thereunder were released, (iv) each of the Company's leases, other than the Braker Lease, were assumed by the Asset Purchaser with the consent of the respective landlords of such leases pursuant to an Assignment and Assumption of Lease Agreement, dated November 19, 2016, (v) as of the Closing Date, the Company has no obligations under the Braker Lease and (vi) all of the Employee Plans (as defined in the Asset Purchase Agreement) were assumed by the Asset Purchaser with the consent of any necessary third parties pursuant to a Bill of Sale, Assignment and Assumption Agreement dated November 19, 2016, and, except as set forth in the Schedule of Exceptions, the Company has no remaining pension, retirement, supplemental retirement, deferred compensation, excess benefit, profit sharing, bonus, incentive, stock purchase, stock ownership, stock option, stock appreciation right, any other equity-based compensation, profits interest, employment, severance, salary continuation, termination, change-of-control, health, life, disability, group insurance, vacation, holiday, sick leave or other paid time off, and fringe benefit plan, program, contract, or arrangement (whether written or unwritten, qualified or nonqualified, funded or unfunded and including any that have been frozen or terminated) (collectively, "***Employee Benefit Plans***"). As of the date hereof and the Closing Date, except as described in the Schedule of Exceptions, the Company has no material Liabilities (as defined below) other than the Retained Liabilities (as defined in the Asset Purchase Agreement). The Asset Sale, the Asset Purchase Agreement and each of the documents and agreements related thereto (i) have been authorized, executed, delivered and performed pursuant to all necessary corporate or other action, including obtaining any necessary approvals by the Company's Board of Directors and stockholders, (ii) have been duly executed and delivered on behalf of the Company and (iii) constitute a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with their terms. The execution, delivery and performance of the Asset Sale, the Asset Purchase Agreement and each of the documents and agreements related thereto by the Company has not and will not (i) result in a violation of the organizational documents of the Company, (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any agreement, indenture or instrument to which the Company is a party, except as described in the Schedule of Exceptions, (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including United States federal and state securities laws, rules and regulations and rules and regulations of any self-regulatory organizations to which either the Company or its securities are subject) applicable to the Company or by which any property or asset of the Company is bound or affected, or (iv) result in the imposition of a mortgage, pledge, security interest, encumbrance, charge or other lien on any asset of the Company. "***Liabilities***" for purposes of this representation means any liability, indebtedness or obligation of any kind (whether known, unknown, accrued, absolutely, contingent, matured, unmatured or otherwise, and whether or not required to be recorded or reflected on a balance sheet under GAAP).

(h) Bankruptcy Proceeding. On March 22, 2017, the Company commenced the Chapter 11 Case in the United States Bankruptcy Court for the Western District of Texas. On such date the Company filed in the Chapter 11 Case a plan of reorganization and associated supporting documentation providing for the implementation of this Agreement pursuant to a confirmed prepackaged chapter 11 plan of reorganization.

(i) SEC Documents, Financial Statements. Prior to the date of this Agreement, the Company has timely filed (within applicable extension periods) all reports, schedules, forms, statements and other documents required to be filed by it with the United States Securities and Exchange Commission (the "***SEC***") pursuant to the reporting requirements of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***") (all of the foregoing filed prior to the date hereof and all exhibits included therein and financial statements and schedules thereto and documents incorporated by reference therein, the "***SEC Documents***"). As of their respective dates, the SEC Documents complied in all material respects with the requirements of the Exchange Act or the Securities Act, as the case may be, and the rules and regulations of the SEC promulgated thereunder applicable to the SEC Documents, and none of the SEC Documents, at the time they were filed with the SEC, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. None of the statements made in any such SEC Documents is, or has been, required to be amended or updated under applicable law (except for such statements as have been amended or updated in subsequent filings made prior to the date hereof). As of their respective dates, the financial statements of the Company included in the SEC Documents complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC applicable with respect thereto. Such financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("***GAAP***"), consistently applied, during the periods involved (except as may be otherwise indicated in such financial statements or the notes thereto or, in the case of unaudited interim statements, to the extent they may not include footnotes or may be condensed or summary statements) and fairly present in all material respects the consolidated financial position of the Company and its consolidated subsidiaries in existence as of the dates thereof and the consolidated results of their operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to immaterial year-end audit adjustments). On November 30, 2016, the Company filed a Notification of Removal from Listing and/or Registration under Section 12(b) of the Exchange Act on Form 25 to voluntarily withdraw the Common Stock from listing on The NASDAQ Stock Market ("***NASDAQ***"). Subsequently, on January 5, 2017, the Company filed a Certification and Notice of Termination of Registration under Section 12(g) of the Exchange Act on Form 15, and on March 14, 2017, the Company filed a Certification and Notice of Suspension of Duty to File Reports under Section 13(a) and 15(d) of the Exchange Act. As of the date hereof, the Company's duty to file reports under Sections 13(a) and 15(d) has been suspended. As of June 12, 2017, the Company's reporting obligations arising under Section 12(g) of the Exchange Act terminated, and as a result, the Company will no longer be subject to Section 14 of the Exchange Act after such date.

(j) Absence of Certain Changes. Since December 31, 2016, other than as described in the SEC Documents, (i) there has not been any change in the capital stock or long-term debt of the Company, or any dividend or distribution of any kind declared, set aside for payment, paid or made by the Company on any class of capital stock; (ii) the Company has not entered into any transaction or agreement that is material to the Company taken as a whole or incurred any liability or obligation, direct or contingent, that is material to the Company and, except as contemplated by this Agreement or the Transaction Documents, has not made any material change or amendment to a material contract or arrangement by which the Company or any of its assets or properties is bound or subject; (iii) the Company has not sustained any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor disturbance or dispute or any action, order or decree of any court or arbitrator or governmental or regulatory authority; and (iv) there has been no material adverse change and no material adverse development in the business, properties, operations, prospects, financial condition or results of operations of the Company.

(k) Transactions With Affiliates. Except as described in the SEC Documents or the Schedule of Exceptions, none of the officers, directors, or employees of the Company is presently a party to any transaction with the Company (other than for ordinary course services solely in their capacity as officers, directors or employees), including, without limitation, any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any such officer, director or employee or any corporation, partnership, trust or other entity in which any such officer, director, or employee has an ownership interest of five percent or more or is an officer, director, trustee or partner, other than as contemplated by the Employee Agreements.

(l) Absence of Litigation. Except as disclosed in the SEC Documents, there is no ongoing or pending, or, to the Company's knowledge, threatened, action, suit, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body (including, without limitation, the SEC) pending or affecting the Company or any of its respective directors or officers in their capacities as such. To the knowledge of

the Company, there are no actions, suits, proceedings, inquiries or investigations before or by any court, public board, government agency, self-regulatory organization or body (including, without limitation, the SEC) threatened against the Company or any of its respective directors or officers in their capacities as such. There are no facts which, if known by a potential claimant or governmental authority, could give rise to a claim or proceeding which, if asserted or conducted with results unfavorable to the Company, could reasonably be expected to have a Material Adverse Effect. For purposes of this Agreement, "***Material Adverse Effect***" means any material adverse effect on (i) the Common Stock or the Preferred Stock, (ii) the ability of the Company to perform its obligations under this Agreement or the Transaction Documents, (iii) the operations, performance, business, properties, prospects, condition (financial or otherwise) or results of operations of the Company or (iv) a material adverse effect upon the legality, validity, binding effect or enforceability against the Company of any provision of this Agreement or any Transaction Document.

(m) Intellectual Property. The Company owns or possesses all rights or licenses to the patents set forth on Annex A hereto. The Company has not infringed any trademark, trade name rights, patents, patent rights, copyrights, inventions, licenses, service names, service marks, service mark registrations, trade secret or other similar rights of others, and, to the knowledge of the Company, there is no claim, action or proceeding being made or brought against, or to the Company's knowledge, being threatened against, the Company regarding trademark, trade name, patents, patent rights, invention, copyright, license, service names, service marks, service mark registrations, trade secret or other infringement; and the Company is unaware of any facts or circumstances which might give rise to any of the foregoing.

(n) Real Estate; Liens. The Company does not own any real property. The Company has good title to its assets, and its assets are free and clear of liens, except Permitted Liens (as defined in the Loan Agreement).

(o) Tax Status. The Company and each of its former subsidiaries has made or filed all foreign, U.S. federal, state, provincial and local income and all other tax returns, reports and declarations required by any jurisdiction to which it is or was subject (unless and only to the extent that the Company or such former subsidiaries have set aside on its books provisions reasonably adequate for the payment of all unpaid and unreported taxes) and each such return report and declaration is true, correct and complete. The Company and each of its former subsidiaries has paid all taxes and other governmental assessments and charges shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and has set aside on its books provisions reasonably adequate for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company know of no basis for any such claim. The Company has not executed a waiver with respect to any statute of limitations relating to the assessment or collection of any foreign, federal, state, provincial or local tax. None of the Company's tax returns is presently being audited by any taxing authority.

(p) Key Employees. None of the Company's directors or officers is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement, non-competition agreement, or any other contract or agreement or any restrictive covenant, and the continued employment of each director and officer does not subject the Company to any material liability with respect to any of the foregoing matters. Except as otherwise expressly contemplated by this Agreement, no director or officer has, to the knowledge of the Company, any intention to terminate or limit his employment with, or services to, the Company, nor is any such director or officer subject to any constraints which would cause such person to be unable to devote his full time and attention to such employment or services.

(q) Employee Relations. (i) No application or petition for certification of a collective bargaining agent is pending and none of the current or former employees of Company are or have been represented by any union or other bargaining representative and no union has attempted to organize any group of the Company's employees, and no group of the Company's current or former employees has sought to organize themselves into a union or similar organization for the purpose of collective bargaining. The Company believes that its relations with its employees are good; (ii) no executive officer (as defined in Rule 501(f) of the Securities Act) has notified the Company that such officer intends to leave the Company or otherwise terminate such officer's employment with the Company; and (iii) that the Company is in compliance with all federal, state and local laws and regulations and, to the Company's knowledge, all foreign laws and regulations, in each case respecting employment and employment practices, terms and conditions of employment and wages and hours, except where failure to be in compliance would not, either individually or in the aggregate, result in a Material Adverse Effect.

(r) Insurance. The Company has in force fire, casualty, product liability and other insurance policies, with extended coverage, sufficient in amount to allow it to replace any of its material properties or assets which might be damaged or destroyed or sufficient to cover liabilities to which the Company may reasonably become subject, and such types and amounts of other insurance with respect to its business and properties, on both a per occurrence and an aggregate basis, as are customarily carried by persons engaged in the same or similar business as the Company. No default or event has occurred that could give rise to a default or termination under any such policy, including, without limitation, pursuant to the Asset Sale.

(s) Environmental Matters. The Company is in compliance with all foreign, federal, state and local rules, laws and regulations relating to the use, treatment, storage and disposal of Hazardous Substances and protection of health and safety or the environment which are applicable to its business. There is no environmental litigation or other environmental proceeding pending or threatened by any governmental regulatory authority or others with respect to the current or any former business of the Company or any partnership or joint venture currently or at any time affiliated with the Company. No state of facts exists as to environmental matters or Hazardous Substances (as defined below) that involves the reasonable likelihood of a material capital expenditure by the Company. No Hazardous Substances have been treated, stored or disposed of, or otherwise deposited, in or on the properties owned or leased by the Company or by any partnership or joint venture currently or at any time affiliated with the Company in violation of any applicable environmental laws. The environmental compliance programs of the Company comply in all respects with all environmental laws, whether foreign, federal, state, provincial or local, currently in effect. For purposes of this Agreement, "***Hazardous Substances***" means any substance, waste, contaminant, pollutant or material that has been determined by any governmental authority to be capable of posing a risk of injury to health, safety, property or the environment.

(t) No General Solicitation or Integrated Offering. Neither the Company nor any person acting for the Company has conducted any "general solicitation" (as such term is defined in Regulation D) with respect to the Securities being offered hereby. Neither the Company nor any of its affiliates, nor any person acting on its or their behalf, has directly or indirectly made any offers or sales of any security or solicited any offers to buy any security under circumstances that would require registration of the Securities being offered hereby under the Securities Act or cause this offering of the Securities to be integrated with any prior offering of securities of the Company for purposes of the Securities Act, which result of such integration would require registration under the Securities Act, or any applicable stockholder approval provisions.

(u) No Brokers. The Company has taken no action that would give rise to any claim by any person for brokerage commissions, finder's fees or similar payments by any Purchaser relating to this Agreement, the Transaction Documents or the transactions contemplated hereby or thereby.

(v) Internal Control over Financial Reporting. The Company maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) of the Exchange Act) that complies with the requirements of the Exchange Act and has been designed by the Company's principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP. The Company does not have any material weaknesses in its internal control over financial reporting. Since the date of the latest audited financial statements included in the SEC Documents, there has been no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

(w) Disclosure. All information relating to or concerning the Company set forth in this Agreement and the Transaction Documents or provided to the Purchaser hereunder or thereunder or otherwise by the Company in connection with the transactions contemplated hereby is true and correct in all material respects and the Company has not omitted to state any material fact necessary in order to make the statements made herein or therein, in light of the circumstances under which they were made, not misleading. No event or circumstance has occurred or exists with respect to the Company or its business, properties, prospects, operations or financial condition, which has not been publicly disclosed but, under applicable law, rule or regulation, would be required to be disclosed by the Company in a registration statement filed on the date hereof by the Company under the Securities Act with respect to a primary issuance of the Company's securities.

(x) Antitakeover Matters. The Board of Directors of the Company has taken and will take all actions necessary to ensure that the restrictions applicable to business combinations contained in the DGCL are, and will be, inapplicable to the execution, delivery and performance by the Company of this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby and thereby. The Board of Directors of the Company has taken and will take all actions necessary to exempt the consummation of the transactions contemplated by this Agreement and the Transaction Document under the Rights Agreement, including, without limitation, the adoption of the Rights Agreement Amendment.

Section 4.02. Purchaser Representations and Warranties. The Purchaser represents and warrants as of the date hereof, as of the Closing Date and as of each Advance Date, to the Company:

(a) Purchase for Own Account, Etc. The Purchaser is purchasing the Securities offered hereby for the Purchaser's own account for investment purposes only and not with a view towards the public sale or distribution thereof, except pursuant to sales that are exempt from the registration requirements of the Securities Act and/or sales registered under the Securities Act. The Purchaser is capable of evaluating the merits and risks of its investment in the Company. The Purchaser understands that it must bear the economic risk of this investment indefinitely, unless the Securities purchased hereby are registered pursuant to the Securities Act and any applicable state securities or blue sky laws or an exemption from such registration is available, and that the Company has no present intention of registering the resale of any such Securities other than as contemplated by the Registration Rights Agreement. Notwithstanding anything in this Section 4.02(a) to the contrary, by making the representations herein, the Purchaser does not agree to hold any Securities purchased hereby for any minimum or other specific term and reserves the right to dispose of any such Securities at any time in accordance with or pursuant to a registration statement or an exemption from the registration requirements under the Securities Act.

(b) Accredited Investor Status. The Purchaser is an "Accredited Investor," as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

(c) Reliance on Exemptions. The Purchaser understands that the Securities being offered hereby are being offered and sold to the Purchaser in reliance upon specific exemptions from the registration requirements of United States federal and state securities laws, and that the Company is relying upon the truth and accuracy of, and the Purchaser's compliance with, the representations, warranties, agreements, acknowledgments and understandings of the Purchaser set forth herein in order to determine the availability of such exemptions and the eligibility of the Purchaser to acquire such Securities.

(d) Governmental Review. The Purchaser understands that no United States federal or state agency or any other government or governmental agency has passed upon or made any recommendation or endorsement of the Securities offered hereby.

(e) Transfer or Resale. The Purchaser understands that (i) except as provided in the Registration Rights Agreement, the sale or resale of the Securities offered hereby have not been and are not being registered under the Securities Act or any state securities laws, and such securities may not be transferred unless (A) the transfer is made pursuant to and as set forth in an effective registration statement under the Securities Act covering such securities; (B) the Securities to be sold or transferred may be sold or transferred pursuant to an exemption from such registration; (C) the Securities to be sold or transferred may be sold under and in compliance with Rule 144 promulgated under the Securities Act (including any successor rule, "***Rule 144***"); or (D) the Securities to be sold or transferred may be sold or transferred to an affiliate of the Purchaser that agrees to sell or otherwise transfer the Securities only in accordance with the provisions of this 4.02(e) and that is an Accredited Investor; and (ii) neither the Company nor any other person is under any obligation to register such Securities under the Securities Act or any state securities laws (other than pursuant to the terms of the Registration Rights Agreement). Notwithstanding the foregoing or anything else contained herein to the contrary, the Securities offered hereby may be pledged as collateral in connection with a bona fide margin account or other lending arrangement, provided such pledge is consistent with applicable laws, rules and regulations.

(f) No Disqualification Events. Neither (i) the Purchaser, (ii) any of its directors, executive officers, other officers that may serve as a director or officer of any company in which it invests, general partners or managing members, nor (iii) any beneficial owner of the Company's voting equity securities (in accordance with Rule 506(d) of the Securities Act) held by the Purchaser is subject to any Disqualification Event, except for Disqualification Events covered by Rule 506(d)(2)(ii) or (iii) or (d)(3) under the Securities Act and disclosed reasonably in advance of the Closing in writing in reasonable detail to the Company.

(g) Legends. The Purchaser understands that the certificates and instruments evidencing the Securities will bear a restrictive legend in substantially the following form:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR IN ANY OTHER JURISDICTION. THE SECURITIES REPRESENTED HEREBY MAY NOT BE OFFERED, SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER APPLICABLE SECURITIES LAWS UNLESS OFFERED, SOLD OR TRANSFERRED PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THOSE LAWS.

The legend set forth above shall be removed and the Company shall issue a certificate without such legend to the holder of any Securities upon which it is stamped, if, unless otherwise required by state securities laws, (i) the sale of such Securities is registered under the Securities Act (including registration pursuant to Rule 416 thereunder) or (ii) such holder provides the Company with an opinion of counsel stating that a public or private sale or transfer of such Securities may be made without registration under the Securities Act. In the event the above legend is removed from any certificate evidencing the Securities due to the declaration of effectiveness of a registration statement covering the resale of such Securities and thereafter the effectiveness of such registration statement is suspended or the Company determines that a supplement or amendment thereto is required by applicable securities laws, then, upon reasonable advance written notice to the Purchaser, the Company may require that the above legend be placed on any certificate evidencing such Securities that cannot then be sold pursuant to an effective registration statement and the Purchaser shall cooperate in the replacement of such legend. Such legend shall thereafter be removed when such Securities may again be sold pursuant to an effective registration statement.

(h) Authorization; Enforcement. This Agreement and the Transaction Documents to which the Purchaser is a party have been duly and validly authorized, executed and delivered on behalf of the Purchaser and are valid and binding agreements of the Purchaser enforceable against the Purchaser in accordance with their terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of creditors' rights and remedies.

ARTICLE V
COVENANTS

Section 5.01. Right of First Offer. As long as the Purchaser (or any of its affiliates) holds any shares of the Company's capital stock, the Purchaser (or such affiliate) shall have a pro rata right, based on the Purchaser's (or such affiliate's) percentage of issued and outstanding Common Stock held, to participate in subsequent securities offerings, issuances or sales undertaken by the Company (excluding the issuance or award of Common Stock, stock options or other equity awards under the Company's employee benefit plans as in effect on the date hereof). Upon a proposal to undertake such an offering, issuance or sale by the Company, the Company shall provide the Purchaser with written notice of such proposal, stating (i) its intention to offer, issue or sell such securities, (ii) the number, class and terms of the securities to be offered and (iii) the price and terms upon which the Company plans to offer, sell or issue such securities. Within thirty days after receipt of such notice, the Purchaser may, in its sole discretion, deliver written notice to the Company electing to participate in such offering, issuance or sale.

Section 5.02. Board of Director Designees.

(a) The Company's Board of Directors shall take all actions necessary such that, on or before the Closing Date, the Company's Board of Directors shall consist of five (5) members, with two (2) of the members consisting of Mark Ascolese and Daryl Dulaney serving as Class II directors (the "***Continuing Directors***"), two (2) of the members being designated by the Purchaser, which shall initially be Robert H. Alpert and C. Clark Webb, serving as Class I directors (the "***Purchaser Designees***"), and one (1) additional member being nominated by the Continuing Directors and Purchaser Designees and approved by the Continuing Directors and Purchaser Designees, which director shall be an "independent" director as defined by NASDAQ rules, which shall initially be Mark C. Hood (the "***Independent Director***," and together with the Purchaser Designees, the "***New Directors***"). Each of the New Directors shall stand for re-election at the next annual meeting of stockholders. In addition, the Company's Board of Directors shall take all actions necessary such that immediately following the Closing Date, or as soon as possible thereafter, to allow a representative of Kinderhook Partners, LP to attend all meeting of the Company's Board of Directors as a special observer, which observer shall initially be Stephen Clearman.

(b) For so long as the Purchaser (or any of its affiliates) holds any shares of the Company's capital stock, the Purchaser Designees (including any successor pursuant to Section 5.02(c) below) shall be nominated by the Board of Directors of the Company (or a committee thereof) for election at the annual meeting of stockholders at which the Purchaser Designee's term will expire. At least ninety (90) days prior to any such annual meeting at or by which directors are to be elected, the Purchaser shall notify the Company in writing of the Purchaser Designees to be nominated for election as directors. The Company shall disclose in its proxy statement, if a proxy statement is required to be filed, the nominated Purchaser Designees. In the absence of any such notification, it shall be presumed that the Purchaser's then incumbent Purchaser Designee has been designated.

(c) If a Purchaser Designee shall cease to serve as a director for any reason, the Company's Board of Directors shall appoint and elect a replacement director designated by the Purchaser to serve out the remaining term of the existing director.

(d) The Company shall enter into the Indemnification Agreements and provide directors' and officers' liability insurance on terms and conditions satisfactory to the Purchaser with respect to each of the New Directors prior to the commencement of each New Director's service on the Board of Directors.

(e) The Company's Board of Directors shall take all actions necessary to waive the appointment of the New Directors from constituting a change of control under any of its outstanding agreements and to prevent the appointment of the New Directors from causing the accelerated vesting of any awards for or rights to shares of the Common Stock or the payment of or the acceleration of payment of any change in control, severance, bonus or other cash payments or issuance of the Common Stock.

Section 5.03. Form D; Blue Sky Laws. The Company shall timely file with the SEC one or more Form Ds with respect to the Securities offered hereby as required under Regulation D and provide a copy thereof to the Purchaser promptly after such filing. The Company shall, on or before the date hereof, the Closing Date and each Advance Date, take such action as the Company shall reasonably determine is necessary to qualify the Securities offered hereby for sale to the Purchaser pursuant to this Agreement and the Transaction Documents under applicable securities or "blue sky" laws of the states of the United States or obtain exemption therefrom, and shall provide evidence of any such action so taken to the Purchaser on or prior to the date hereof, the Closing Date and each Advance Date. Within four business days after the date hereof, the Company shall file a press release concerning this Agreement, the Transaction Documents and the transactions contemplated hereby and thereby.

Section 5.04. Use of Proceeds. The Company shall use the proceeds from the sale and issuance of the Common Stock only for general corporate purposes and working capital.

Section 5.05. No Integrated Offerings. The Company shall not make any offers or sales of any security (other than the Securities offered hereby) under circumstances that would require registration of the Securities being offered or sold hereunder under the Securities Act or cause this offering of such Securities to be integrated with any other offering of securities by the Company.

Section 5.06. Inspection Rights. For so long as the Purchaser (or any of its affiliates) hold any shares of capital stock of the Company, the Company shall permit, during normal business hours and upon reasonable request and reasonable notice, the Purchaser (or such affiliate) or any employees, agents or representatives thereof, for purposes reasonably related to the Purchaser's (or such affiliate's) interests as a stockholder, to examine and make reasonable copies of and extracts from the records and books of account of, and visit and inspect the properties, assets, operations and business of the Company, and to discuss the affairs, finances and accounts of the Company with any of its officers, consultants, directors, and key employees.

Section 5.07. Company Operating Plan. From and after the Closing Date, the Company agrees to work together with the Purchaser to develop a plan to maximize long-term stockholder value, including, among other things, the monetization of the Company's patents and the acquisition of additional profitable companies with high free cash flow.

Section 5.08. Incorporation of Covenants from Loan Agreement. The covenants of Sections 5 and 6 of the Loan Agreement are hereby incorporated herein by reference, *mutatis mutandis*.

ARTICLE VI
GOVERNING LAW; INDEMNIFICATION; MISCELLANEOUS

Section 6.01. Governing Law; Jurisdiction. Matters relating solely to corporate law under this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. All other matters, such as the interpretation of the rights granted and the obligations of the parties under this Agreement, shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts made and to be performed in the State of Texas. The Company and the Purchaser irrevocably consent to the exclusive jurisdiction of the United States federal courts and the state courts located in the County of Dallas, State of Texas, in any suit or proceeding based on or arising under this Agreement and irrevocably agree that all claims in respect of such suit or proceeding may be determined in such courts. The Company irrevocably waives the defense of an inconvenient forum to the maintenance of such suit or proceeding. The Company further agrees that service of process upon the Company mailed by first class mail shall be deemed in every respect effective service of process upon the Company in any such suit or proceeding. Nothing herein shall affect the right of the Purchaser to serve process in any other manner permitted by law. The Company agrees that a final non-appealable judgment in any such suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on such judgment or in any other lawful manner.

Section 6.02. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party. This Agreement, once executed by a party, may be delivered to the other parties hereto by facsimile transmission or electronic mail of a copy of this Agreement bearing the signature of the party so delivering this Agreement.

Section 6.03. Construction. Whenever the context requires, the gender of any word used in this Agreement includes the masculine, feminine or neuter, and the number of any word includes the singular or plural. Unless the context otherwise requires, all references to articles and sections refer to articles and sections of this Agreement, and all references to schedules are to schedules attached hereto, each of which is made a part hereof for all purposes. The descriptive headings of the several articles and sections of this Agreement are inserted for purposes of reference only, and shall not affect the meaning or construction of any of the provisions hereof.

Section 6.04. Severability. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement or the validity or enforceability of this Agreement in any other jurisdiction.

Section 6.05. Entire Agreement; Amendments. This Agreement, the Transaction Documents, the Restructuring Support Agreement (as defined below) and the plan of reorganization under the Chapter 11 Case (including any schedules and exhibits hereto and thereto) contain the entire understanding of the Purchaser, the Company, their affiliates and persons acting on their behalf with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor the Purchaser make any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be waived other than by an instrument in writing signed by the party to be charged with enforcement, and no provision of this Agreement may be amended other than by an instrument in writing signed by the Company and the Purchaser.

Section 6.06. Notices. Any notices required or permitted to be given under the terms of this Agreement shall be sent by certified or registered mail (return receipt requested) or delivered personally, by responsible overnight carrier or by confirmed facsimile, and shall be effective five days after being placed in the mail, if mailed, or upon receipt or refusal of receipt, if delivered personally or by responsible overnight carrier or confirmed facsimile, in each case addressed to a party. The initial addresses for such communications shall be as follows, and each party shall provide notice to the other parties of any change in such party's address:

(a) If to the Company:

P10 Industries, Inc.
2128 Braker Lane, BK 12
Austin, Texas 78758
Telephone: (512) 836-6464
Attention: Chief Financial Officer

with a copy simultaneously transmitted by like means (which transmittal shall not constitute notice hereunder) to:

Reiter, Brunel & Dunn, PLLC
6805 Capital of Texas Hwy. N., Suite 318
Austin, Texas 78731
Telephone: (512) 646-1104
Attention: J. William Wilson, Esq.

(b) If to the Purchaser:

210/P10 Acquisition Partners, LLC
8214 Westchester Drive, Suite 950
Dallas, Texas 75225
Telephone: (214) 999-6082
Attention: Caryn Peeples

with a copy simultaneously transmitted by like means (which transmittal shall not constitute notice hereunder) to:

Haynes and Boone, LLP
2323 Victory Avenue, Suite 700
Dallas, Texas 75219
Telephone: (214) 651-5615
Attention: Taylor Wilson, Esq.

Section 6.07. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Except as provided herein, the Company shall not assign this Agreement or any rights or obligations hereunder. The Purchaser may assign or transfer the Securities offered hereby pursuant to the terms of this Agreement and of such Securities and applicable law. The Purchaser may assign its rights hereunder to any other person or entity without the Company's consent.

Section 6.08. Third Party Beneficiaries. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

Section 6.09. Termination; Survival. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing Date:

(a) by mutual consent of the Purchaser and the Company;

(b) by either the Purchaser or the Company if the Closing Date has not occurred within 60 calendar days of the date of this Agreement;

(c) by the Purchaser (provided that the Purchaser is not then in breach of any provision of this Agreement) if a default or breach shall be made by the Company with respect to the due and timely performance of any of its covenants or agreements contained herein, or if its representations or warranties contained in this Agreement shall have become inaccurate, if such default, breach or inaccuracy has not been cured or waived within two business days after written notice to the Company specifying, in reasonable detail, such claimed default, breach or inaccuracy and demanding its cure or satisfaction;

(d) by the Company (provided that the Company is not then in breach of any provision of this Agreement) if a default or breach shall be made by the Purchaser with respect to the due and timely performance of any of its covenants or agreements contained herein, or if its representations or warranties contained in this Agreement shall have become inaccurate, if such default, breach or inaccuracy has not been cured or waived within two business days after written notice to such Purchaser specifying, in reasonable detail, such claimed default, breach or inaccuracy and demanding its cure or satisfaction;

(e) by either the Purchaser or the Company if the Restructuring Support Agreement, dated as of March 22, 2017, by and between the Company and the Purchaser (the "***Restructuring Support Agreement***"), is terminated in accordance with its terms, then either party to this Agreement may terminate this Agreement; provided that the applicable break-up fee has been paid as of the termination date;

(f) by the Purchaser if the Purchaser determines that either (i) the consummation of the Company's chapter 11 plan of reorganization will result in an "ownership change" (as defined in Section 382 of the Internal Revenue Code of 1986, as amended (the "***Tax Code***") to which Section 382(a) of the Tax Code applies, or (ii) the Company has otherwise had (at any time) an "ownership change" to which Section 382(a) of the Tax Code applies; or

(f) by the Purchaser if Company has not commenced the Chapter 11 Case within the time specified in Section 4.01 of this Agreement.

The representations and warranties of the Company in Section 4.01 and the agreements and covenants set forth in Sections 5 and 6 hereof shall survive the termination of this Agreement and each of the Advance Dates notwithstanding any due diligence investigation conducted by or on behalf of any Purchaser. Moreover, none of the representations and warranties made by the Company herein shall act as a waiver of any rights or remedies any Purchaser may have under applicable U.S. federal or state securities laws.

Section 6.10. Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

Section 6.11. Indemnification. In consideration of the Purchaser's execution and delivery of this Agreement and the Transaction Documents and the purchase of the Securities hereunder, and in addition to all of the Company's other obligations under this Agreement and the Transaction Documents, from and after the date hereof, the Company shall defend, protect, indemnify and hold harmless the Purchaser and all of its stockholders, partners, members, officers, directors, employees and direct or indirect investors and any of the foregoing persons' agents or other representatives, including, without limitation, those retained in connection with the transactions contemplated by this Agreement (collectively, the "***Indemnitees***"), from and against any and all actions, causes of action, suits, claims, losses, costs, penalties, fees, liabilities and damages, and expenses in connection therewith (irrespective of whether any such Indemnitee is a party to the action for which indemnification hereunder is sought), and including reasonable attorneys' fees and disbursements (the "***Indemnified Liabilities***"), incurred by any Indemnitee as a result of, or arising out of, or relating to (i) any misrepresentation or breach of any representation or warranty made by the Company in this Agreement, the Transaction Documents, the Asset Purchase Agreement or any other certificate, instrument or document contemplated hereby or thereby, (ii) any breach of any covenant, agreement or obligation of the Company contained in

this Agreement, the Transaction Documents, the Asset Purchase Agreement or any other certificate, instrument or document contemplated hereby or thereby or (iii) any cause of action, suit or claim brought or made against such Indemnitee by a third party (including for these purposes a derivative action brought on behalf of the Company) and arising out of or resulting from (A) the execution, delivery, performance or enforcement of this Agreement, any other Transaction Document, the Asset Purchase Agreement or any other certificate, instrument or document contemplated hereby or thereby, (B) any transaction financed or to be financed in whole or in part, directly or indirectly, with the proceeds of the issuance and sale of the Securities, or (C) the status of the Purchaser or holder of the Securities as an investor in the Company. To the extent that the foregoing undertaking by the Company may be unenforceable for any reason, the Company shall make the maximum contribution to the payment and satisfaction of each of the Indemnified Liabilities which is permissible under applicable law.

Section 6.12. Joint Participation in Drafting. Each party to this Agreement has participated in the negotiation and drafting of this Agreement and the Transaction Documents. As such, the language used herein and therein shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction will be applied against any party to this Agreement.

Section 6.13. Business Days. For purposes of this Agreement, the term "business day" means any day other than a Saturday or Sunday or a day on which banking institutions in the State of Texas are authorized or obligated by law, regulation or executive order to close.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Company and the Purchaser have caused this Agreement to be duly executed as of the date first written above.

COMPANY:

P10 INDUSTRIES, INC.

By: /s/ Mark A. Ascolese
Name: Mark A. Ascolese
Title: Chief Executive Officer

PURCHASER:

210/P10 ACQUISITION PARTNERS, LLC

By: **210 Capital, LLC**,
a Delaware limited liability company,
the sole Member of 210/P10 Acquisition Partners, LLC

By: Covenant RHA Partners, L.P.
Its: Member

/s/ Robert H. Alpert
Robert H. Alpert,
Authorized Signatory

By: CCW/LAW Holdings, LLC
Its: Member

/s/ C. Clark Webb
C. Clark Webb,
Authorized Signatory

Exhibit 99.5

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "***Agreement***") is made and entered into as of May 4, 2017 among P10 Industries, Inc., a Delaware corporation formerly known as Active Power, Inc. (the "***Company***"), and the persons identified on Schedule A hereto (collectively, the "***Investors***" and, each individually, an "***Investor***").

WHEREAS, the Company and the Investors are parties to a Securities Purchase Agreement, dated as of May 4, 2017 (the "***Purchase Agreement***"), pursuant to which the Investors are purchasing 21.65 million shares of Common Stock and up to 10,000 shares of Series C Preferred Stock, par value $0.001 per share, of the Company; and

WHEREAS, in connection with the consummation of the transactions contemplated by the Purchase Agreement, and pursuant to the terms of the Purchase Agreement, the parties hereto desire to enter into this Agreement in order to grant certain registration rights to the Investors as set forth below.

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants hereinafter set forth, the parties hereto agree as follows:

1. Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"***Affiliate***" of a Person means any other Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"***Agreement***" has the meaning set forth in the preamble.

"***Alternative Public Offering Entities***" has the meaning set forth in Section 11.

"***Board***" means the board of directors (or any successor governing body) of the Company.

"***Commission***" means the Securities and Exchange Commission or any other federal agency administering the Securities Act and the Exchange Act at the time.

"***Common Stock***" means the common stock, par value $0.001 per share, of the Company and any other shares of stock issued or issuable with respect thereto (whether by way of a stock dividend or stock split or in exchange for or upon conversion of such shares or otherwise in connection with a combination of shares, distribution, recapitalization, merger, consolidation, other corporate reorganization or other similar event with respect to the Common Stock).

"***Company***" has the meaning set forth in the preamble and includes the Company's successors by merger, acquisition, reorganization or otherwise.

"***Controlling Person***" has the meaning set forth in Section 5(q).

"***Demand Registration***" has the meaning set forth in Section 2(b).

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"***Governmental Authority***" means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

"***Inspectors***" has the meaning set forth in Section 5(h).

"***Investors***" has the meaning set forth in the preamble.

"***Long-Form Registration***" has the meaning set forth in Section 2(a).

"***Person***" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

"***Piggyback Registration***" has the meaning set forth in Section 3(a).

"***Piggyback Registration Statement***" has the meaning set forth in Section 3(a).

"***Piggyback Shelf Registration Statement***" has the meaning set forth in Section 3(a).

"***Piggyback Shelf Takedown***" has the meaning set forth in Section 3(a).

"***Prospectus***" means the prospectus or prospectuses included in any Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance on Rule 430A or Rule 430B under the Securities Act or any successor rule thereto), as amended or supplemented by any prospectus supplement, including any Shelf Supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus or prospectuses.

"***Public Offering***" means the first offering of the Common Stock after the date hereof pursuant to an effective Registration Statement on Form S-1 filed under the Securities Act (other than a registration (i) pursuant to a Registration Statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement), (ii) pursuant to a Registration Statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), or (iii) in connection with any dividend or distribution reinvestment or similar plan).

"***Purchase Agreement***" has the meaning set forth in the recitals.

"***Records***" has the meaning set forth in Section 5(h).

"***Registrable Securities***" means (a) any shares of Common Stock beneficially owned by the Investors, and (b) any shares of Common Stock issued or issuable with respect to any shares described in subsection (a) above by way of a stock dividend or stock split or in exchange for or upon conversion of such shares or otherwise in connection with a combination of shares, distribution, recapitalization, merger, consolidation, other reorganization or other similar event with respect to the Common Stock (it being understood that, for purposes of this Agreement, a Person shall be deemed to be a holder of Registrable Securities whenever such Person has the right to then acquire or obtain from the Company any Registrable Securities, whether or not such acquisition has actually been effected).

"***Registration Date***" means the date after a Public Offering on which the suspension of the Company's filing obligations under Section 15(d) of the Exchange Act ends.

"***Registration Statement***" means any registration statement of the Company, including the Prospectus, amendments and supplements (including Shelf Supplements) to such registration statement, including post-effective amendments, all exhibits and all material incorporated by reference in such registration statement.

"***Rule 144***" means Rule 144 under the Securities Act or any successor rule thereto.

"***Securities Act***" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"***Selling Expenses***" means all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Securities, and fees and disbursements of counsel for any holder of Registrable Securities, except for the fees and disbursements of counsel for the holders of Registrable Securities required to be paid by the Company pursuant to Section 6.

"***Shares***" means the shares of Common Stock issued to the Investors pursuant to the Purchase Agreement.

"***Shelf Registration***" has the meaning set forth in Section 2(c).

"***Shelf Registration Statement***" has the meaning set forth in Section 2(c).

"***Shelf Supplement***" has the meaning set forth in Section 2(d).

"***Shelf Takedown***" has the meaning set forth in Section 2(d).

"***Short-Form Registration***" has the meaning set forth in Section 2(b).

2. Demand Registration.

(a) At any time beginning one hundred eighty (180) days after the Closing Date, holders of a majority of the Registrable Securities then outstanding may request registration under the Securities Act of all or any portion of their Registrable Securities pursuant to a Registration Statement on Form S-1 or any successor form thereto (each, a "***Long-Form Registration***"). Each request for a Long-Form Registration shall specify the number of Registrable Securities requested to be included in the Long-Form Registration. Upon receipt of any such request, the Company shall promptly (but in no event later than five (5) days following receipt thereof) deliver notice of such request to all other holders of Registrable Securities who shall then have five (5) days from the date such notice is given to notify the Company in writing of their desire to be included in such registration. The Company shall prepare and file with (or confidentially submit to) the Commission a Registration Statement on Form S-1 or any successor form thereto covering all of the Registrable Securities that the holders thereof have requested to be included in such Long-Form Registration within sixty (60) days after the date on which the initial request is given and shall use its best efforts to cause such Registration Statement to be declared effective by the Commission as soon as practicable thereafter. The Company shall not be required to effect a Long-Form Registration more than two (2) times for the holders of Registrable Securities as a group; provided, that a Registration Statement shall not count as a Long-Form Registration requested under this Section 2(a) unless and until it has become effective and the holders requesting such registration are able to register and sell at least a majority of the Registrable Securities requested to be included in such registration.

(b) After the Registration Date, the Company shall use its best efforts to qualify and remain qualified to register the offer and sale of securities under the Securities Act pursuant to a Registration Statement on Form S-3 or any successor form thereto. At such time as the Company shall have qualified for the use of a Registration Statement on Form S-3 or any successor form thereto, the holders of Registrable Securities shall have the right to request an unlimited number of registrations under the Securities Act of all or any portion of their Registrable Securities pursuant to a Registration Statement on Form S-3 or any similar short-form Registration Statement (each, a "***Short-Form Registration***" and, collectively with each Long-Form Registration and Shelf Registration (as defined below), a "***Demand Registration***"). Each request for a Short-Form Registration shall specify the number of Registrable Securities requested to be included in the Short-Form Registration. Upon receipt of any such request, the Company shall promptly (but in no event later than five (5) days following receipt thereof) deliver notice of such request to all other holders of Registrable Securities who shall then have five (5) days from the date such notice is given to notify the Company in writing of their desire to be included in such registration. The Company shall prepare and file with (or confidentially submit to) the Commission a Registration Statement on Form S-3 or any successor form thereto covering all of the Registrable Securities that the holders thereof have requested to be included in such Short-Form Registration within thirty (30) days after the date on which the initial request is given and shall use its best efforts to cause such Registration Statement to be declared effective by the Commission as soon as practicable thereafter.

(c) At such time as the Company shall have qualified for the use of a Registration Statement on Form S-3 or the then appropriate form for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "***Shelf Registration Statement***"), the holders of Registrable Securities shall

have the right to request registration under the Securities Act of all or any portion of their Registrable Securities for an offering on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "***Shelf Registration***"). Each request for a Shelf Registration shall specify the number of Registrable Securities requested to be included in the Shelf Registration. Upon receipt of any such request, the Company shall promptly (but in no event later than five (5) days following receipt thereof) deliver notice of such request to all other holders of Registrable Securities who shall then have five (5) days from the date such notice is given to notify the Company in writing of their desire to be included in such registration. The Company shall prepare and file with (or confidentially submit to) the Commission a Shelf Registration Statement covering all of the Registrable Securities that the holders thereof have requested to be included in such Shelf Registration within ten (10) days after the date on which the initial request is given and shall use its best efforts to cause such Shelf Registration Statement to be declared effective by the Commission as soon as practicable thereafter.

(d) The Company shall not be obligated to effect any Demand Registration within three (3) months after the effective date of a previous Demand Registration, Shelf Takedown or a previous Piggyback Registration in which holders of Registrable Securities were permitted to register the offer and sale under the Securities Act, and actually sold, at least a majority of the shares of Registrable Securities requested to be included therein. The Company may postpone for up to ninety (90) days the filing or effectiveness of a Registration Statement for a Demand Registration or a supplement (a "***Shelf Supplement***") for the purpose of effecting an offering pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "***Shelf Takedown***") if the Board determines in its reasonable good faith judgment that such Demand Registration or Shelf Takedown would (i) materially interfere with a significant acquisition, corporate organization, financing, securities offering or other similar transaction involving the Company; (ii) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential; or (iii) render the Company unable to comply with requirements under the Securities Act or Exchange Act; provided, that in such event the holders of a majority of the Registrable Securities initiating such Demand Registration or Shelf Takedown shall be entitled to withdraw such request and, if such request for a Demand Registration is withdrawn, such Demand Registration shall not count as one of the permitted Demand Registrations hereunder and the Company shall pay all registration expenses in connection with such registration. The Company may delay a Demand Registration or Shelf Takedown hereunder only once in any period of 12 consecutive months.

(e) If the holders of the Registrable Securities initially requesting a Demand Registration or Shelf Takedown elect to distribute the Registrable Securities covered by their request in an underwritten offering, they shall so advise the Company as a part of their request made pursuant to Section 2(a), Section 2(b), or Section 2(c) and the Company shall include such information in its notice to the other holders of Registrable Securities. The Company shall select the investment banking firm or firms to act as the managing underwriter or underwriters in connection with such offering, which underwriter must be reasonably acceptable to the holders of a majority of the Registrable Securities initially requesting the offering.

(f) The Company shall not include in any Demand Registration or Shelf Takedown any securities which are not Registrable Securities without the prior written consent of the holders of a majority of the Registrable Securities initially requesting such Demand Registration or Shelf Takedown. If a Demand Registration or Shelf Takedown involves an underwritten offering and the managing underwriter of the requested Demand Registration or Shelf Takedown advises the Company and the holders of Registrable Securities in writing that in its reasonable and good faith opinion the number of shares of Common Stock proposed to be included in the Demand Registration or Shelf Takedown, including all Registrable Securities and all other shares of Common Stock proposed to be included in such underwritten offering, exceeds the number of shares of Common Stock which can be sold in such underwritten offering and/or the number of shares of Common Stock proposed to be included in such Demand Registration or Shelf Takedown would adversely affect the price per share of the Common Stock proposed to be sold in such underwritten offering, the Company shall include in such Demand Registration or Shelf Takedown (i) first, the shares of Common Stock that the holders of Registrable Securities propose to sell, and (ii) second, the shares of Common Stock proposed to be included therein by any other Persons (including shares of Common Stock to be sold for the account of the Company and/or other holders of Common Stock) allocated among such Persons in such manner as they may agree. If the managing underwriter determines that less than all of the Registrable Securities proposed to be sold can be included in such offering, then the Registrable Securities that are included in such offering shall be allocated pro rata among the respective holders thereof on the basis of the number of Registrable Securities owned by each such holder.

(g) Upon receipt of any Demand Registration, the Company shall not file any other Registration Statement without the consent of the holders of a majority of the Registrable Securities requesting registration until the consummation of the sale of Registrable Securities contemplated by the applicable Demand Registration; provided that the Company shall be permitted to file any Registration Statement on Form S-8.

3. Piggyback Registration.

(a) Whenever the Company proposes to register the offer and sale of any shares of its Common Stock under the Securities Act (other than a registration (i) pursuant to a Registration Statement on Form S-8 (or other registration solely relating to an offering or sale to employees or directors of the Company pursuant to any employee stock plan or other employee benefit arrangement), (ii) pursuant to a Registration Statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), or (iii) in connection with any dividend or distribution reinvestment or similar plan), whether for its own account or for the account of one or more stockholders of the Company, and the form of Registration Statement (a "***Piggyback Registration Statement***") to be used may be used for any registration of Registrable Securities (a "***Piggyback Registration***"), the Company shall give prompt written notice (in any event no later than fifteen (15) days prior to the filing of such Registration Statement) to the holders of Registrable Securities of its intention to effect such a registration and, subject to Section 3(b) and Section 3(c), shall include in such registration all Registrable Securities with respect to which the Company has received written requests for inclusion from the holders of Registrable Securities within five (5) days after the Company's notice has been given to each such holder. A Piggyback Registration shall not be considered a Demand Registration for purposes of Section 2. If any Piggyback Registration Statement pursuant to which holders of Registrable Securities have registered the offer and sale of Registrable Securities is a Registration Statement on Form S-3 or the then appropriate form for an offering to be made on a delayed or continuous basis pursuant to Rule 415 under the Securities Act or any successor rule thereto (a "***Piggyback Shelf Registration Statement***"), such holder(s) shall have the right, but not the obligation, to be notified of and to participate in any offering under such Piggyback Shelf Registration Statement (a "***Piggyback Shelf Takedown***").

(b) If a Piggyback Registration or Piggyback Shelf Takedown is initiated as a primary underwritten offering on behalf of the Company and the managing underwriter advises the Company and the holders of Registrable Securities (if any holders of Registrable Securities have elected to include Registrable Securities in such Piggyback Registration or Piggyback Shelf Takedown) in writing that in its reasonable and good faith opinion the number of shares of Common Stock proposed to be included in such registration or takedown, including all Registrable Securities and all other shares of Common Stock proposed to be included in such underwritten offering, exceeds the number of shares of Common Stock which can be sold in such offering and/or that the number of shares of Common Stock proposed to be included in any such registration or takedown would adversely affect the price per share of the Common Stock to be sold in such offering, the Company shall include in such registration or takedown (i) first, the shares of Common Stock that the Company proposes to sell; (ii) second, the shares of Common Stock requested to be included therein by holders of Registrable Securities, allocated pro rata among all such holders on the basis of the number of Registrable Securities owned by each such holder or in such manner as they may otherwise agree; and (iii) third, the shares of Common Stock requested to be included therein by holders of Common Stock other than holders of Registrable Securities, allocated among such holders in such manner as they may agree; provided, that in any event the holders of Registrable Securities shall be entitled to register the offer and sale or distribute at least thirty percent (30%) of the securities to be included in any such registration or takedown.

(c) If a Piggyback Registration or Piggyback Shelf Takedown is initiated as an underwritten offering on behalf of a holder of Common Stock other than Registrable Securities, and the managing underwriter advises the Company in writing that in its reasonable and good faith opinion the number of shares of Common Stock proposed to be included in such registration or takedown, including all Registrable Securities and all other shares of Common Stock proposed to be included in such underwritten offering, exceeds the number of shares of Common Stock which can be sold in such offering and/or that the number of shares of Common Stock proposed to be included in any such registration or takedown would adversely affect the price per share of the Common Stock to be sold in such offering, the Company shall include in such registration or takedown (i) first, the shares of Common Stock requested to be included therein by the holder(s) requesting such registration or takedown and by the holders of Registrable Securities, allocated pro rata among all such holders on the basis of the number of shares of Common Stock other than the Registrable Securities (on a fully diluted, as converted basis) and the number of Registrable Securities, as applicable, owned by all such holders or in such manner as they may otherwise agree; and (ii) second, the shares of Common Stock requested to be included therein by other holders of Common Stock, allocated among such holders in such manner as they may agree.

(d) If any Piggyback Registration or Piggyback Shelf Takedown is initiated as a primary underwritten offering on behalf of the Company, the Company shall select the investment banking firm or firms to act as the managing underwriter or underwriters in connection with such offering. Each holder of Registrable Securities proposing to distribute their Registrable Securities through such underwritten offering shall (together with the Company) enter into an underwriting agreement in customary form with the underwriter or underwriters selected for such underwriting.

4. Lock-up Agreement. Each holder of Registrable Securities agrees that in connection with an Public Offering, and upon the request of the managing underwriter in such offering, such holder shall not, without the prior written consent of such managing underwriter, during the period commencing on the effective date of such registration and ending on the date specified by such managing underwriter (such period not to exceed one hundred eighty (180) days), (a) offer, pledge, sell, contract to sell, grant any option or contract to purchase, purchase any option or contract to sell, hedge the beneficial ownership of or otherwise dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into, exercisable for or exchangeable for shares of Common Stock held immediately before the effectiveness of the Registration Statement for such offering, or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (a) or (b) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise. The foregoing provisions of this Section 4 shall not apply to sales of Registrable Securities to be included in such offering pursuant to Section 2(a), Section 2(b), Section 2(c) or Section 3(a), and shall be applicable to the holders of Registrable Securities only if all officers and directors of the Company and all stockholders owning more than five percent (5%) of the Company's outstanding Common Stock are subject to the same restrictions. Each holder of Registrable Securities agrees to execute and deliver such other agreements as may be reasonably requested by the Company or the managing underwriter which are consistent with the foregoing or which are necessary to give further effect thereto. Notwithstanding anything to the contrary contained in this Section 4, each holder of Registrable Securities shall be released, pro rata, from any lock-up agreement entered into pursuant to this Section 4 in the event and to the extent that the managing underwriter or the Company permit any discretionary waiver or termination of the restrictions of any lock-up agreement pertaining to any officer, director or holder of greater than five percent (5%) of the outstanding Common Stock.

5. Registration Procedures. If and whenever the holders of Registrable Securities request that the offer and sale of any Registrable Securities be registered under the Securities Act or any Registrable Securities be distributed in a Shelf Takedown pursuant to the provisions of this Agreement, the Company shall use its best efforts to effect the registration of the offer and sale of such Registrable Securities under the Securities Act in accordance with the intended method of disposition thereof, and pursuant thereto the Company shall as soon as practicable and as applicable:

(a) subject to Section 2(a), Section 2(b) and Section 2(c), prepare and file with the Commission a Registration Statement covering such Registrable Securities and use its best efforts to cause such Registration Statement to be declared effective;

(b) in the case of a Long-Form Registration or a Short-Form Registration, prepare and file with the Commission such amendments, post-effective amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective until all of such Registrable Securities have been disposed of and to comply with the provisions of the Securities Act with respect to the disposition of such Registrable Securities in accordance with the intended methods of disposition set forth in such Registration Statement;

(c) Within a reasonable time before filing such Registration Statement, Prospectus or amendments or supplements thereto with the Commission, furnish to one counsel selected by holders of a majority of such Registrable Securities copies of such documents proposed to be filed, which documents shall be subject to the review, comment and approval of such counsel;

(d) notify each selling holder of Registrable Securities, promptly after the Company receives notice thereof, of the time when such Registration Statement has been declared effective or a supplement, including a Shelf Supplement, to any Prospectus forming a part of such Registration Statement has been filed with the Commission;

(e) furnish to each selling holder of Registrable Securities such number of copies of the Prospectus included in such Registration Statement (including each preliminary Prospectus) and any supplement thereto, including a Shelf Supplement (in each case including all exhibits and documents incorporated by reference therein), and such other documents as such seller may request in order to facilitate the disposition of the Registrable Securities owned by such seller;

(f) use its best efforts to register or qualify such Registrable Securities under such other securities or "blue sky" laws of such jurisdictions as any selling holder requests and do any and all other acts and things which may be necessary or advisable to enable such holders to consummate the disposition in such jurisdictions of the Registrable Securities owned by such holders; provided, that the Company shall not be required to qualify generally to do business, subject itself to general taxation or consent to general service of process in any jurisdiction where it would not otherwise be required to do so but for this Section 5(f);

(g) notify each selling holder of such Registrable Securities, at any time when a Prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event that would cause the Prospectus included in such Registration Statement to contain an untrue statement of a material fact or omit any fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, and, at the request of any such holder, the Company shall prepare a supplement or amendment to such Prospectus so that, as thereafter delivered to the purchasers of such Registrable Securities, such Prospectus shall not contain an untrue statement of a material fact or omit to state any fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(h) make available for inspection by any selling holder of Registrable Securities, any underwriter participating in any disposition pursuant to such Registration Statement and any attorney, accountant or other agent retained by any such holder or underwriter (collectively, the "***Inspectors***"), all financial and other records, pertinent corporate documents and properties of the Company (collectively, the "***Records***"), and cause the Company's officers, directors and employees to supply all information requested by any such Inspector in connection with such Registration Statement;

(i) provide a transfer agent and registrar (which may be the same entity) for all such Registrable Securities not later than the effective date of such registration;

(j) use its best efforts to cause such Registrable Securities to be listed on each securities exchange on which the Common Stock is then listed or, if the Common Stock is not then listed, on a national securities exchange selected by the holders of a majority of such Registrable Securities;

(k) in connection with an underwritten offering, enter into such customary agreements (including underwriting and lock-up agreements in customary form) and take all such other customary actions as the holders of such Registrable Securities or the managing underwriter of such offering request in order to expedite or facilitate the disposition of such Registrable Securities (including, without limitation, making appropriate officers of the Company available to participate in "road show" and other customary marketing activities (including one-on-one meetings with prospective purchasers of the Registrable Securities));

(l) otherwise use its best efforts to comply with all applicable rules and regulations of the Commission and make available to its stockholders an earnings statement (in a form that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 under the Securities Act or any successor rule thereto) no later than thirty (30) days after the end of the 12-month period beginning with the first day of the Company's first full fiscal quarter after the effective date of such Registration Statement, which earnings statement shall cover said 12-month period, and which requirement will be deemed to be satisfied if the Company timely files complete and accurate information on Forms 10-K, 10-Q and 8-K under the Exchange Act and otherwise complies with Rule 158 under the Securities Act or any successor rule thereto;

(m) furnish to each selling holder of Registrable Securities and each underwriter, if any, with (i) a written legal opinion of the Company's outside counsel, dated the closing date of the offering, in form and substance as is customarily given in opinions of the Company's counsel to underwriters in underwritten registered offerings; and (ii) on the date of the applicable Prospectus, on the effective date of any post-effective amendment to the applicable Registration Statement and at the closing of the offering, dated the respective dates of delivery thereof, a "comfort" letter signed by the Company's independent certified public accountants in form and substance as is customarily given in accountants' letters to underwriters in underwritten registered offerings;

(n) without limiting Section 5(f), use its best efforts to cause such Registrable Securities to be registered with or approved by such other governmental agencies or authorities as may be necessary by virtue of the business and operations of the Company to enable the holders of such Registrable Securities to consummate the disposition of such Registrable Securities in accordance with their intended method of distribution thereof;

(o) notify the holders of Registrable Securities promptly of any request by the Commission for the amending or supplementing of such Registration Statement or Prospectus or for additional information;

(p) advise the holders of Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and promptly use its best efforts to prevent the issuance of any stop order or to obtain its withdrawal at the earliest possible moment if such stop order should be issued;

(q) permit any holder of Registrable Securities which holder, in its sole and exclusive judgment, might be deemed to be an underwriter or a "controlling person" (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act) (a "***Controlling Person***") of the Company, to participate in the preparation of such Registration Statement and to require the insertion therein of language, furnished to the Company in writing, which in the reasonable judgment of such holder and its counsel should be included;

(r) cooperate with the holders of the Registrable Securities to facilitate the timely preparation and delivery of certificates representing the Registrable Securities to be sold pursuant to such Registration Statement or Rule 144 free of any restrictive legends and representing such number of shares of Common Stock and registered in such names as the holders of the Registrable Securities may reasonably request a reasonable period of time prior to sales of Registrable Securities pursuant to such Registration Statement or Rule 144;

(s) not later than the effective date of such Registration Statement, provide a CUSIP number for all Registrable Securities and provide the applicable transfer agent with printed certificates for the Registrable Securities which are in a form eligible for deposit with The Depository Trust Company;

(t) take no direct or indirect action prohibited by Regulation M under the Exchange Act; provided, that, to the extent that any prohibition is applicable to the Company, the Company will take all reasonable action to make any such prohibition inapplicable; and

(u) otherwise use its best efforts to take all other steps necessary to effect the registration of such Registrable Securities contemplated hereby.

6. Expenses. All expenses (other than Selling Expenses) incurred by the Company in complying with its obligations pursuant to this Agreement and in connection with the registration and disposition of Registrable Securities shall be paid by the Company, including, without limitation, all (i) registration and filing fees (including, without limitation, any fees relating to filings required to be made with, or the listing of any Registrable Securities on, any securities exchange or over-the-counter trading market on which the Registrable Securities are listed or quoted); (ii) underwriting expenses (other than fees, commissions or discounts); (iii) expenses of any audits incident to or required by any such registration; (iv) fees and expenses of complying with securities and "blue sky" laws (including, without limitation, fees and disbursements of counsel for the Company in connection with "blue sky" qualifications or exemptions of the Registrable Securities); (v) printing expenses; (vi) messenger, telephone and delivery expenses; (vii) fees and expenses of the Company's counsel and accountants; (viii) Financial Industry Regulatory Authority, Inc. filing fees (if any); and (ix) fees and expenses of one counsel for the holders of Registrable Securities participating in such registration as a group (selected by, in the case of a registration under Section 2(a), the holders of a majority of the Registrable Securities initially requesting such registration, and, in the case of all other registrations hereunder, the holders of a majority of the Registrable Securities included in the registration). In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties) and the expense of any annual audits. All Selling Expenses relating to the offer and sale of Registrable Securities registered under the Securities Act pursuant to this Agreement shall be borne and paid by the holders of such Registrable Securities, in proportion to the number of Registrable Securities included in such registration for each such holder.

7. Indemnification.

(a) The Company shall indemnify and hold harmless, to the fullest extent permitted by law, each holder of Registrable Securities, such holder's officers, directors, managers, members, partners, stockholders and Affiliates, each underwriter, broker or any other Person acting on behalf of such holder of Registrable Securities and each other Controlling Person, if any, who controls any of the foregoing Persons, against all losses, claims, actions, damages, liabilities and expenses, joint or several, to which any of the foregoing Persons may become subject under the Securities Act or otherwise, insofar as such losses, claims, actions, damages, liabilities or expenses arise out of or are based upon any untrue or alleged untrue statement of a material fact contained in any Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading; and shall reimburse such Persons for any legal or other expenses reasonably incurred by any of them in connection with investigating or defending any such loss, claim, action, damage or liability, except insofar as the same are caused by or contained in any information furnished in writing to the Company by such holder expressly for use therein or by such holder's failure to deliver a copy of the Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendments or supplements thereto (if the same was required by applicable law to be so delivered) after the Company has furnished such holder with a sufficient number of copies of the same prior to any written confirmation of the sale of Registrable Securities. This indemnity shall be in addition to any liability the Company may otherwise have.

(b) In connection with any registration in which a holder of Registrable Securities is participating, each such holder shall furnish to the Company in writing such information as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus and, to the extent permitted by law, shall indemnify and hold harmless, the Company, each director of the Company, each officer of the Company who shall sign such Registration Statement, each underwriter, broker or other Person acting on behalf of the holders of Registrable Securities and each Controlling Person who controls any of the foregoing Persons against any losses, claims, actions, damages, liabilities or expenses resulting from any untrue or alleged untrue statement of material fact contained in the Registration Statement, Prospectus, preliminary Prospectus, free writing prospectus (as defined in Rule 405 under the Securities Act or any successor rule thereto) or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of a Prospectus, preliminary Prospectus or free writing prospectus, in light of the circumstances under which they were made) not misleading, but only to the extent that such untrue statement or omission is contained in any information so furnished in writing by such holder; provided, that the obligation to indemnify shall be several, not joint and several, for each holder and shall not exceed an amount equal to the net proceeds (after underwriting fees, commissions or discounts) actually received by such holder from the sale of Registrable Securities pursuant to such Registration Statement. This indemnity shall be in addition to any liability the selling holder may otherwise have.

(c) Promptly after receipt by an indemnified party of notice of the commencement of any action involving a claim referred to in this Section 7, such indemnified party shall, if a claim in respect thereof is made against an indemnifying party, give written notice to the latter of the commencement of such action. The failure of any indemnified party to notify an indemnifying party of any such action shall not (unless such failure shall have a material adverse effect on the indemnifying party) relieve the indemnifying party from any liability in respect of such action that it may have to such indemnified party hereunder. In case any such action is brought against an indemnified party, the indemnifying party shall be entitled to participate in and to assume the defense of the claims in any such action that are subject or potentially subject to indemnification hereunder, jointly with any other indemnifying party similarly notified to the extent that it may wish, with counsel reasonably satisfactory to such indemnified party, and after written notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be responsible for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof; provided, that, if (i) any indemnified party shall have reasonably concluded that there may be one or more legal or equitable defenses available to such indemnified party which are additional to or conflict with those available to the indemnifying party, or that such claim or litigation involves or could have an effect upon matters beyond the scope of the indemnity provided hereunder, or (ii) such action seeks an injunction or equitable relief against any indemnified party or involves actual or alleged criminal activity, the indemnifying party shall not have the right to assume the defense of such action on behalf of such indemnified party without such indemnified party's prior written consent (but, without such consent, shall have the right to participate therein with counsel of its choice) and such indemnifying party shall reimburse such indemnified party and any Controlling

Person of such indemnified party for that portion of the fees and expenses of any counsel retained by the indemnified party which is reasonably related to the matters covered by the indemnity provided hereunder. If the indemnifying party is not entitled to, or elects not to, assume the defense of a claim, it shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. In such instance, the conflicting indemnified parties shall have a right to retain one separate counsel, chosen by the holders of a majority of the Registrable Securities included in the registration, at the expense of the indemnifying party.

(d) If the indemnification provided for hereunder is held by a court of competent jurisdiction to be unavailable to an indemnified party with respect to any loss, claim, damage, liability or action referred to herein, then the indemnifying party, in lieu of indemnifying such indemnified party hereunder, shall contribute to the amounts paid or payable by such indemnified party as a result of such loss, claim, damage, liability or action in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions which resulted in such loss, claim, damage, liability or action as well as any other relevant equitable considerations; provided, that the maximum amount of liability in respect of such contribution shall be limited, in the case of each holder of Registrable Securities, to an amount equal to the net proceeds (after underwriting fees, commissions or discounts) actually received by such seller from the sale of Registrable Securities effected pursuant to such registration. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party, whether the violation of the Securities Act or any other similar federal or state securities laws or rule or regulation promulgated thereunder applicable to the Company and relating to action or inaction required of the Company in connection with any applicable registration, qualification or compliance was perpetrated by the indemnifying party or the indemnified party] and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties agree that it would not be just and equitable if contribution pursuant hereto were determined by pro rata allocation or by any other method or allocation which does not take account of the equitable considerations referred to herein. No Person guilty or liable of fraudulent misrepresentation within the meaning of Section 11(f) of the Securities Act shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation.

8. Participation in Underwritten Registrations. No Person may participate in any registration hereunder which is underwritten unless such Person (a) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Person or Persons entitled hereunder to approve such arrangements and (b) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements; provided, that no holder of Registrable Securities included in any underwritten registration shall be required to make any representations or warranties to the Company or the underwriters (other than representations and warranties regarding such holder, such holder's ownership of its shares of Common Stock to be sold in the offering and such holder's intended method of distribution) or to undertake any indemnification obligations to the Company or the underwriters with respect thereto, except as otherwise provided in Section 7.

9. Rule 144 Compliance. With a view to making available to the holders of Registrable Securities the benefits of Rule 144 and any other rule or regulation of the Commission that may at any time permit a holder to sell securities of the Company to the public without registration, from and after the Registration Date, the Company shall:

(a) make and keep public information available, as those terms are understood and defined in Rule 144, at all times after the Registration Date;

(b) use best efforts to file with the Commission in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act, at any time after the Registration Date; and

(c) furnish to any holder so long as the holder owns Registrable Securities, promptly upon request, a written statement by the Company as to its compliance with the reporting requirements of Rule 144 and of the Securities Act and the Exchange Act, a copy of the most recent annual or quarterly report of the Company, and such other reports and documents so filed or furnished by the Company as such holder may request in connection with the sale of Registrable Securities without registration.

10. Preservation of Rights. Without the prior written consent of the holders of a majority of the Registrable Securities, the Company shall not (a) grant any registration rights, or (b) enter into any agreement, take any action, or permit any change to occur, with respect to its securities that violates or subordinates the rights expressly granted to the holders of Registrable Securities in this Agreement.

11. Alternative Public Offering Entities. In the event that the Company elects to effect an underwritten registered offering of equity securities of any subsidiary or parent of the Company (collectively, "***Alternative Public Offering Entities***") rather than the equity securities of the Company, whether as a result of a reorganization of the Company or otherwise, the Investors and the Company shall cause the Alternative Public Offering Entity to enter into an agreement with the Investors that provides the Investors with registration rights with respect to the equity securities of the Alternative Public Offering Entity that are substantially the same as, and in any event no less favorable in the aggregate to, the registration rights provided to the Investors in this Agreement.

12. Termination. As to any particular Registrable Securities, such securities shall cease to be Registrable Securities when (i) a registration statement registering such securities under the Securities Act has been declared effective and such securities have been sold or otherwise transferred by the holder thereof pursuant to such effective registration statement, (ii) such securities shall have been distributed pursuant to Rule 144 under the Securities Act, (iii) such securities shall have been otherwise transferred in a transaction in which the transferor's rights under this Agreement are not assigned to the transferee of such securities, (iv) such securities are no longer outstanding or (v) such securities may be sold without restriction under the Securities Act. This Agreement shall terminate and be of no further force or effect when there shall no longer be any Registrable Securities outstanding; provided, that the provisions of Section 6 and Section 7 shall survive any such termination.

13. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this Section 13).

If to the Company:

P10 Industries, Inc.
2128 Braker Lane, BK 12
Austin, Texas 78758
Telephone: (512) 836-6464
E-mail: j.powers@p10industries.com
Attention: Chief Financial Officer

with a copy to:

Reiter, Brunel & Dunn, PLLC
6805 Capital of Texas Hwy. Suite 318
Austin, Texas 78731
Facsimile: (512) 646-1106
E-mail: bwilson@outsourcegc.com
Attention: J. William Wilson

If to any Investor, to such Investor's address as set forth on Schedule A hereto.

14. Entire Agreement. This Agreement, together with the Purchase Agreement and any related exhibits and schedules thereto, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. Notwithstanding the foregoing, in the event of any conflict between the terms and provisions of this Agreement and those of the Purchase Agreement, the terms and conditions of this Agreement shall control.

15. Successor and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Each Investor may assign its rights hereunder to any purchaser or transferee of Registrable Securities; provided, that such purchaser or transferee shall, as a condition to the effectiveness of such assignment, be required to execute a counterpart to this Agreement agreeing to be treated as an Investor whereupon such purchaser or transferee shall have the benefits of, and shall be subject to the restrictions contained in, this Agreement as if such purchaser or transferee was originally included in the definition of an Investor herein and had originally been a party hereto.

16. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement; provided, however, the parties hereto hereby acknowledge that the Persons set forth in Section 7 are express third-party beneficiaries of the obligations of the parties hereto set forth in Section 7.

17. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

18. Amendment, Modification and Waiver. The provisions of this Agreement may only be amended, modified, supplemented or waived with the prior written consent of the Company and the holders of a majority of the Registrable Securities. No waiver by any party or parties shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

19. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

20. Remedies. Each holder of Registrable Securities, in addition to being entitled to exercise all rights granted by law, including recovery of damages, shall be entitled to specific performance of its rights under this Agreement. The Company acknowledges that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Agreement and the Company hereby agrees to waive the defense in any action for specific performance that a remedy at law would be adequate.

21. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction). Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States or the courts of the State of Texas in each case located in the city of Dallas and County of Dallas, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

22. Waiver of Jury Trial. Each party acknowledges and agrees that any controversy which may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Each party to this Agreement certifies and acknowledges that (a) no representative of any other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action, (b) such party has considered the implications of this waiver, (c) such party makes this waiver voluntarily, and (d) such party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 22.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

24. Further Assurances. Each of the parties to this Agreement shall, and shall cause their Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be required to carry out the provisions hereof and to give effect to the transactions contemplated hereby.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

COMPANY:

P10 INDUSTRIES, INC.

By: /s/ Mark A. Ascolese
Name: Mark A. Ascolese
Title: Chief Executive Officer

INVESTOR:

210/P10 ACQUISITION PARTNERS, LLC

By: **210 Capital, LLC,**

a Delaware limited liability company,
the sole Member of 210/P10 Acquisition Partners, LLC

By: Covenant RHA Partners, L.P.
Its: Member

/s/ Robert H. Alpert
Robert H. Alpert,
Authorized Signatory

By: CCW/LAW Holdings, LLC
Its: Member

/s/ C. Clark Webb
C. Clark Webb,
Authorized Signatory

Exhibit A

Schedule of Investors

210/P10 Acquisition Partners, LLC
8214 Westchester Drive, Suite 950
Dallas, Texas 75225

Exhibit 99.6

CERTIFICATE OF DESIGNATION

of

SERIES C PREFERRED STOCK

of

P10 INDUSTRIES, INC.

(Pursuant to Section 151 of the
Delaware General Corporation Law)

P10 INDUSTRIES, INC., a corporation organized and existing under the General Corporation Law of the State of Delaware formerly known as **ACTIVE POWER, INC**. (hereinafter called the "***Corporation***"), hereby certifies that the following resolution was adopted by the board of directors of the Corporation (the "***Board***") as required by Section 151 of the General Corporation Law at a meeting duly called and held on May 2, 2017;

RESOLVED, that pursuant to the authority granted to and vested in the Board in accordance with the provisions of the certificate of incorporation of the Corporation, as currently in effect, the Board hereby creates a series of Preferred Stock, par value $0.001 per share ("***Preferred Stock***"), of the Corporation and hereby states the designation and number of shares, and fixes the relative rights, preferences, and limitations thereof as follows:

SERIES C PREFERRED STOCK

Section 1. Definitions. For the purposes hereof, the following terms shall have the following meanings:

"***Affiliate***" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 of the Securities Act.

"***Bankruptcy Event***" means any of the following events: (a) the Corporation or any Significant Subsidiary (as such term is defined in Rule 1-02(w) of Regulation S-X) thereof commences a case or other proceeding under any bankruptcy, reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction relating to the Corporation or any Significant Subsidiary thereof other than the Chapter 11 Case (as defined in the Purchase Agreement), (b) there is commenced against the Corporation or any Significant Subsidiary thereof any such case or proceeding that is not dismissed within 60 days after commencement, (c) the Corporation or any Significant Subsidiary thereof is adjudicated insolvent or bankrupt or any order of relief or other order approving any such case or proceeding is entered, (d) the Corporation or any Significant Subsidiary thereof suffers any appointment of any custodian or the like for it or any substantial part of its property that is not discharged or stayed within 60 calendar days after such appointment, (e) the Corporation or any Significant Subsidiary thereof makes a general assignment for the benefit of creditors, (f) the Corporation or any Significant Subsidiary thereof calls a meeting of its creditors with a view to arranging a composition, adjustment or restructuring of its debts, or (g) the Corporation or any Significant Subsidiary thereof, by any act or failure to act, expressly indicates its consent to, approval of or acquiescence in any of the foregoing or takes any corporate or other action for the purpose of effecting any of the foregoing.

"***Business Day***" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of Texas are authorized or required by law or other governmental action to close.

"***Change of Control***" means the occurrence after the date hereof, excluding the transactions contemplated by the Transaction Documents, of any of:

(i) other than by the Holders and their affiliates, any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of such person or its subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) becomes the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that a person or group shall be deemed to have "beneficial ownership" of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an "option right")), directly or indirectly, of twenty percent (20%) or more of the equity securities of the Corporation entitled to vote for members of the Board or equivalent governing body of the Corporation on a fully diluted basis (and taking into account all such securities that such person or group has the right to acquire pursuant to any option right);

(ii) the Corporation merges into or consolidates with any other Person, or any Person merges into or consolidates with the Corporation and, after giving effect to such transaction, the stockholders of the Corporation immediately prior to such transaction own less than 80% of the aggregate voting power of the Corporation or the successor entity of such transaction;

(iii) the Corporation sells or transfers all or substantially all of its assets to another Person and the stockholders of the Corporation immediately prior to such transaction own less than 80% of the aggregate voting power of the acquiring entity immediately after the transaction;

(iv) during any period of twelve (12) consecutive months, a majority of the members of the Board or other equivalent governing body of the Corporation cease to be composed of individuals (A) who were members of the Board or equivalent governing body on the first (1st) day of such period, (B) whose election or nomination to the Board or equivalent governing body was approved by individuals referred to in clause (A) above constituting at the time of such election or nomination at least a majority of the Board or equivalent governing body or (C) whose election or nomination to the Board or other equivalent governing body was approved by individuals referred to in clauses (A) and (B) above constituting at the time of such election or nomination at least a majority of the Board or equivalent governing body;

(v) the passage of thirty (30) days from the date upon which any person or two or more persons acting in concert (other than the Holders and their affiliates) shall have acquired by contract or otherwise, or shall have entered into a contract or arrangement that, upon consummation thereof, will result in its or their acquisition of the power to exercise, directly or indirectly, a controlling influence over the management or policies of the Corporation, or control over the equity securities of the Corporation entitled to vote for members of the Board or equivalent governing body of the Corporation on a fully diluted basis (and taking into account all such securities that such person or group has the right to acquire pursuant to any option right) representing twenty percent (20%) or more of the combined voting power of such securities; or

(vi) the execution by the Corporation of an agreement to which the Corporation is a party or by which it is bound, providing for any of the events set forth in clauses (i) through (v) above.

"***Common Stock***" means the Corporation's common stock, par value $0.001 per share, and stock of any other class of securities into which such securities may hereafter be reclassified or changed.

"***Common Stock Equivalents***" means any securities of the Corporation or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"***Dividend Payment Date***" shall have the meaning set forth in Section 3(a).

"***Effective Date***" means the date this Certificate of Designations is accepted by the Delaware Secretary of State.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"***Holder***" means a holder of shares of Series C Preferred Stock.

"***Junior Securities***" means the Common Stock and all other Common Stock Equivalents of the Corporation other than those securities which are explicitly senior or *pari passu* to the Series C Preferred Stock in dividend rights or liquidation preference, including, without limitation, the Corporation's Series B Junior Participating Preferred Stock.

"***Liquidation***" shall have the meaning set forth in Section 5.

"***Loan Documents***" means the Corporation's Loan Agreement and the Promissory Note, each dated on or about the Effective Date, and all exhibits and schedules thereto and any other documents or agreements executed in connection with the transactions contemplated pursuant to the Loan Agreement, each as amended, modified or supplemented from time to time in accordance with its terms.

"***Mandatory Redemption***" shall have the meaning set forth in Section 7(b).

"***Mandatory Redemption Date***" shall have the meaning set forth in Section 7(b).

"***Optional Redemption***" shall have the meaning set forth in Section 7(a).

"***Optional Redemption Date***" shall have the meaning set forth in Section 7(a).

"***Optional Redemption Notice Date***" shall have the meaning set forth in Section 7(a).

"***Original Issue Date***" means the date on which shares of Series C Preferred Stock are issued, determined on a share by share basis.

"***Person***" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"***PIK Shares***" shall have the meaning set forth in Section 3(a).

"***Purchase Agreement***" means the Securities Purchase Agreement, dated on or about the date of this Certificate of Designations, among the Corporation and the original Holders, as amended, modified or supplemented from time to time in accordance with its terms.

"***Redemption Price***" shall have the meaning set forth in Section 7(a).

"***Registration Rights Agreement***" means the Registration Rights Agreement, dated as of the date of the Purchase Agreement, among the Corporation and the original Holders, in the form of Exhibit C attached to the Purchase Agreement, as amended, modified or supplemented from time to time in accordance with its terms.

"***Securities Act***" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"***Series C Preferred Stock***" shall have the meaning set forth in Section 2.

"***Stated Value***" shall have the meaning set forth in Section 2.

"***Subsidiary***" means any direct or indirect subsidiary of the Corporation formed or acquired after the date of the Purchase Agreement.

"***Transaction Documents***" means this Certificate of Designation, the Purchase Agreement, the Registration Rights Agreement, and all exhibits and schedules thereto and hereto and any other documents or agreements executed in connection with the transactions contemplated pursuant to the Purchase Agreement.

"***Triggering Event***" shall have the meaning set forth in Section 9(a).

"***Triggering Redemption Payment Date***" shall have the meaning set forth in Section 9(b).

Section 2. Designation, Amount and Par Value. The shares of the series of Preferred Stock shall be designated as the Corporation's "Series C Preferred Stock" (the "***Series C Preferred Stock***") and the number of shares so designated shall be up to 20,000 (which shall not be subject to increase without the written consent of the holders of a majority of the shares of the Series C Preferred Stock). Each share of Series C Preferred Stock shall have a par value of $0.001 per share and a stated value per share equal to $1,000 (the "***Stated Value***").

Section 3. Dividends.

(a) Dividends in Cash or in Kind. Holders shall be entitled to receive, and the Corporation shall pay, cumulative dividends at the rate per share (as a percentage of the Stated Value per share), if dividends are timely paid in cash, of 10% per annum, or, if dividends are paid in kind with additional shares of Series C Preferred Stock, of 12% per annum, payable quarterly on March 31, June 30, September 30 and December 31, beginning on the first such date after the Original Issue Date and on each Optional Redemption Date or Mandatory Redemption Date (with respect only to Series C Preferred Stock being redeemed) (each such date, a "***Dividend Payment Date***") in cash, or at the Corporation's option (if the Corporation has available a sufficient number of authorized and unissued shares of Series C Preferred Stock), in duly authorized, validly issued, fully paid and non-assessable shares of Series C Preferred Stock ("***PIK Shares***") at a per share price equal to the Stated Value for the Series C Preferred Stock. In lieu of issuing any fractional PIK Share as dividends, the Corporation will pay cash equal to the value of such fractional PIK Share.

(b) Dividend Calculations. Dividends on the Series C Preferred Stock shall be calculated on the basis of a 360-day year, consisting of twelve 30 calendar day periods, and shall accrue daily commencing on the Original Issue Date, and shall be deemed to accrue from such date whether or not earned or declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends.

(c) Late Fees. Any dividends, whether paid in cash or shares of Series C Preferred Stock, that are not paid within three Business Days following a Dividend Payment Date shall continue to accrue and shall entail a late fee, which must be paid in cash, at the rate of 18% per annum or the lesser rate permitted by applicable law, which shall accrue daily from the Dividend Payment Date through and including the date of actual payment in full.

(d) Other Securities. So long as any Series C Preferred Stock shall remain outstanding, neither the Corporation nor any Subsidiary thereof shall redeem, purchase or otherwise acquire directly or indirectly any Junior Securities except as expressly permitted by Section 8(b). So long as any Series C Preferred Stock shall remain outstanding, neither the Corporation nor any Subsidiary thereof shall directly or indirectly pay or declare any dividend or make any distribution upon, nor shall any distribution be made in respect of, any Junior Securities as long as any dividends due on the Series C Preferred Stock remain unpaid, nor shall any monies be set aside for or applied to the purchase or redemption (through a sinking fund or otherwise) of any Junior Securities or shares *pari passu* with the Series C Preferred Stock.

Section 4. Voting Rights. Except as otherwise provided herein or as otherwise required by law, the Series C Preferred Stock shall have no voting rights. However, as long as any shares of Series C Preferred Stock are outstanding, the Corporation shall not, without the affirmative vote of the Holders of a majority of the then outstanding shares of the Series C Preferred Stock, (a) alter or change adversely the powers, preferences or rights given to the Series C Preferred Stock or alter or amend this Certificate of Designation, (b) authorize or create any class of stock ranking as to dividends, redemption or distribution of assets upon a Liquidation (as defined in Section 5) senior to, or otherwise *pari passu* with, the Series C Preferred Stock, (c) amend its certificate of incorporation or other charter documents in any manner that adversely affects any rights of the Holders, (d) increase the number of authorized shares of Series C Preferred Stock, (e) issue any shares of Series C Preferred Stock except pursuant to the Purchase Agreement, or (f) enter into any agreement with respect to any of the foregoing.

Section 5. Liquidation. Upon any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary (a "***Liquidation***"), the Holders shall be entitled to receive out of the assets, whether capital or surplus, of the Corporation an amount equal to the Stated Value, plus any accrued and unpaid dividends thereon and any other fees or liquidated damages then due and owing thereon under this Certificate of Designation, for each share of Series C Preferred Stock, before any distribution or payment shall be made to the holders of any Junior Securities, and if the assets of the Corporation shall be insufficient to pay in full such amounts, then the entire assets to be distributed to the Holders shall be ratably distributed among the Holders in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full.

Section 6. Conversion. Shares of Series C Preferred Stock are not convertible into shares of Common Stock or any other shares of capital stock of the Corporation.

Section 7. Redemption.

(a) Optional Redemption at Election of Corporation. Subject to the provisions of this Section 7, at any time the Corporation may deliver a notice to the Holders (the date such notice is deemed delivered hereunder, the "***Optional Redemption Notice Date***") of its irrevocable election to redeem some or all of the then outstanding Series C Preferred Stock, for cash in an amount equal to the Stated Value plus any accrued and unpaid dividends thereon and any other fees or liquidated damages then due and owing thereon under this Certificate of Designation (the "***Redemption Price***") per share of Series C Preferred Stock on the fifth Business Day following the Optional Redemption Notice Date (such date, the "***Optional Redemption Date***" and such redemption, the "***Optional Redemption***").

(b) Mandatory Redemption. From time to time, on the fifth anniversary of the Original Issue Date of any shares of Series C Preferred Stock, determined on a share by share basis (the "Mandatory Redemption Date"), the Corporation shall redeem all shares of Series C Preferred Stock that have been outstanding for such five year period, together with any PIK Shares issued with respect to such shares of Series C Preferred Stock as dividends pursuant to Section 3(a), for an amount in cash equal to the Redemption Price per share of Series C Preferred Stock (such redemption, the "***Mandatory Redemption***").

(c) Redemption Procedure. The payment of cash pursuant to an Optional Redemption or Mandatory Redemption shall be made on the Optional Redemption Date or Mandatory Redemption Date, as applicable. If any portion of the cash payment for an Optional Redemption or Mandatory Redemption has not been paid by the Corporation on the Optional Redemption Date or Mandatory Redemption Date, as applicable, interest shall accrue thereon until such amount is paid in full at a rate equal to the lesser of 18% per annum or the maximum rate permitted by applicable law.

Section 8. Negative Covenants. As long as any shares of Series C Preferred Stock are outstanding, except with the consent of the Holders of at least a majority of the then outstanding shares of Series C Preferred Stock, the Corporation shall not, and shall not permit any of the Subsidiaries to, directly or indirectly:

(a) amend its charter documents, including, without limitation, its certificate of incorporation and bylaws, in any manner that adversely affects any rights of the Holder;

(b) repay, repurchase or offer to repay, repurchase or otherwise acquire any shares of its Common Stock, Common Stock Equivalents or Junior Securities, other than as to repurchases of Common Stock or Common Stock Equivalents of departing officers and directors of the Corporation, provided that such repurchases shall not exceed an aggregate of $50,000 for all officers and directors for so long as any Series C Preferred Stock is outstanding;

(c) pay cash dividends or distributions on Junior Securities of the Corporation (except as required under the Corporation's Rights Agreement, dated as of June 15, 2016, between the Corporation and American Stock Transfer & Trust Company, LLC, as Rights Agent, as amended, modified or supplemented from time to time in accordance with its terms);

(d) issue any shares of Series C Preferred Stock except pursuant to the Purchase Agreement; or

(e) enter into any agreement with respect to any of the foregoing.

Section 9. Redemption Upon Triggering Events.

(a) "***Triggering Event***" means, wherever used herein any of the following events (whatever the reason for such event and whether such event shall be voluntary or involuntary or effected by operation of law or pursuant to any judgment, decree or order of any court, or any order, rule or regulation of any administrative or governmental body):

(i) the Corporation shall fail to have available a sufficient number of authorized and unissued shares of Series C Preferred Stock to issue to the Holders PIK Shares in lieu of cash dividends pursuant to Section 3(a);

(ii) the Corporation shall fail to observe or perform any term, covenant or agreement contained in any Transaction Document;

(iii) any representation, warranty, certification or statement of fact made or deemed made by or on behalf of the Corporation in any Transaction Document shall be incorrect or misleading when made or deemed made;

(iv) a Default or Event of Default (each as defined in the Loan Documents) shall occur under Loan Documents resulting in the acceleration of the indebtedness represented thereby;

(v) the Corporation shall redeem any Junior Securities (other than asto repurchases of Common Stock or Common Stock Equivalents from departing officers and directors; provided that, while any of the Series C Preferred Stock remains outstanding, such repurchases shall not exceed an aggregate of $50,000 from all officers and directors);

(vi) a Change of Control shall occur;

(vii) there shall have occurred any event or circumstance that could reasonably be expected to have a Material Adverse Effect (as defined in the Purchase Agreement); or

(viii) there shall have occurred a Bankruptcy Event.

(b) Triggering Event Redemption. The Corporation shall deliver to each Holder notice of a Triggering Event within three days of its occurrence, together with the details surrounding such Triggering Event. Upon the occurrence of a Triggering Event, each Holder shall (in addition to all other rights it may have hereunder or under applicable law) have the right, exercisable at the sole option of such Holder, to require the Corporation to redeem all of the Series C Preferred Stock then held by such Holder for a redemption price, in cash, equal to the Redemption Price. The Redemption Price shall be due and payable within five Business Days following the date on which the notice for the payment therefor is provided by a Holder (the "***Triggering Redemption Payment Date***"). If the Corporation fails to pay in full the Redemption Price hereunder by the Triggering Redemption Payment Date, the Corporation will pay interest thereon at a rate equal to the lesser of 18% per annum or the maximum rate permitted by applicable law, accruing daily from such date until the Redemption Price, plus all such interest thereon, is paid in full. For purposes of this Section 9, a share of Series C Preferred Stock is outstanding until such date as the applicable Holder shall have been paid the Redemption Price in cash.

Section 10. Miscellaneous.

(a) Absolute Obligation. Except as expressly provided herein, no provision of this Certificate of Designation shall alter or impair the obligation of the Corporation, which is absolute and unconditional, to pay liquidated damages, accrued dividends and accrued interest, as applicable, on the shares of Series C Preferred Stock at the time, place, and rate, and in the coin or currency, herein prescribed.

(b) Lost or Mutilated Preferred Stock Certificate. If a Holder's Series C Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Series C Preferred Stock so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership hereof reasonably satisfactory to the Corporation.

(c) Waiver. Any waiver by the Corporation or a Holder of a breach of any provision of this Certificate of Designation shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation or a waiver by any other Holders. The failure of the Corporation or a Holder to insist upon strict adherence to any term of this Certificate of Designation on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation on any other occasion. Any waiver by the Corporation or a Holder must be in writing.

(d) Severability. If any provision of this Certificate of Designation is invalid, illegal or unenforceable, the balance of this Certificate of Designation shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law.

(e) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

(f) Headings. The headings contained herein are for convenience only, do not constitute a part of this Certificate of Designation and shall not be deemed to limit or affect any of the provisions hereof.

(g) Status of Redeemed Series C Preferred Stock. Shares of Series C Preferred Stock may only be issued pursuant to the Purchase Agreement. If any shares of Series C Preferred Stock shall be redeemed or reacquired by the Corporation, such shares shall resume the status of authorized but unissued shares of Series C Preferred Stock and may again be reissued pursuant to the Purchase Agreement.

RESOLVED, FURTHER, that the Chairman, the president or any vice-president, and the secretary or any assistant secretary, of the Corporation be and they hereby are authorized and directed to prepare and file this Certificate of Designation in accordance with the foregoing resolution and the provisions of Delaware law.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 3rd day of May, 2017.

P10 INDUSTRIES, INC.

By: /s/ Mark A. Ascolese
Name: Mark A. Ascolese
Title: Chief Executive Officer

Exhibit 99.7

AMENDMENT TO

RESTATED CERTIFICATE OF INCORPORATION

TO IMPLEMENT PROTECTIVE AMENDMENT

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF THE
RESTATED CERTIFICATE OF INCORPORATION OF
P10 INDUSTRIES, INC.

P10 Industries, Inc., a corporation organized and existing under the laws of the State of Delaware, Does Hereby certify:

FIRST: The name of this corporation is P10 Industries, Inc. (the "Company").

SECOND: The original Certificate of Incorporation of this corporation was filed with the Secretary of State of the State of Delaware on March 29, 2000. A Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on June 7, 2006; a Certificate of Amendment of Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on December 21, 2012; a Certificate of Amendment of Restated Certificate of Incorporation was filed with the Secretary of State of the State of Delaware on May 28, 2014; and a Certificate of Ownership and Merger that amended the Restated Certificate of Incorporation to change the name of this corporation to P10 Industries, Inc. was filed with the Secretary of State of the State of Delaware on November 19, 2016.

THIRD: The Company filed a plan of reorganization (the "Plan") which, pursuant to chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"), was confirmed by an order, entered April 27, 2017, of the United States Bankruptcy Court for the Western District of Texas (the "Confirmation Order"), a court having jurisdiction of a proceeding under the Bankruptcy Code, and that such Plan and Confirmation Order provides for the making and filing of this Restated Certificate of Incorporation.

FOURTH: Pursuant to the Plan, the Confirmation Order, and Section 303 of the General Corporate Law of the State of Delaware, this Certificate of Amendment to the Restated Certificate of Incorporation deletes Article IV, Section A to the Restated Certificate of Incorporation, as amended, in its entirety and replaces it to read as follows:

A. Authorized Shares. The aggregate number of shares that the Company shall have authority to issue is One Hundred Twelve Million (112,000,000), (a) One Hundred Ten Million (110,000,000) shares of which shall be common stock, par value $0.001 per share ("Common Stock"), and (b) Two Million (2,000,000) shares of which shall be preferred stock, par value $0.001 per share ("Preferred Stock").

FIFTH: Pursuant to the Plan and Confirmation Order and Section 303 of the General Corporate Law of the State of Delaware, this Certificate of Amendment to the Restated Certificate of Incorporation adds an Article XIV to the Restated Certificate of Incorporation, as amended, to read in its entirety as follows:

ARTICLE XIV
PROTECTION OF TAX BENEFITS

14.1 DEFINITIONS. As used in this Article XIV, the following capitalized terms have the following meanings when used herein with initial capital letters (and any references to any portions of Treas. Reg. § 1.382-2T shall include any successor provisions):

A. "4.99-percent Transaction" means any Transfer described in clause (i) or (ii) of Section 14.2 of this Article XIV.

B. "4.99-percent Stockholder" means a Person or group of Persons that is a "5-percent stockholder" of the Company pursuant to Treas. Reg. § 1.382-2T(g), as applied by replacing "5-percent" with "4.99-percent" and "five percent" with "4.99 percent," where applicable, which includes, without limitation, a Person who owns 4.99% or more of the Company's then-outstanding Common Stock, whether directly or indirectly.

C. "Agent" has the meaning set forth in Section 14.5 of this Article XIV.

D. "Board of Directors" means the board of directors of the Company.

E. "Code" means the United States Internal Revenue Code of 1986, as amended from time to time.

F. "Company Security" or "Company Securities" means (i) any Common Stock, (ii) shares of preferred stock issued by the Company (other than preferred stock described in § 1504(a)(4) of the Code), and (iii) warrants, rights, or options (including options within the meaning of Treas. Reg. § 1.382-2T(h)(4)(v) or Treas. Reg. § 1.382-4(d)(9)) to purchase securities of the Company.

G. "Effective Date" means the date of filing of this Amendment to the Restated Certificate of Incorporation of the Company with the Secretary of State of the State of Delaware.

H. "Excess Securities" has the meaning set forth in Section 14.4 of this Article XIV.

I. "Expiration Date" means the earliest of (i) the close of business on the date that is the third anniversary of the Effective Date, (ii) the repeal of Section 382 of the Code or any successor statute if the Board of Directors determines that this Article XIV is no longer necessary or desirable for the preservation of Tax Benefits, (iii) the close of business on the first day of a taxable year of the Company as to which the Board of Directors determines that no Tax Benefits may be carried forward or (iv) such date as the Board of Directors shall fix in accordance with Section 14.12 of this Article XIV.

J. “Percentage Stock Ownership” means the percentage Stock Ownership interest of any Person or group (as the context may require) for purposes of Section 382 of the Code as determined in accordance with Treas. Reg. § 1.382-2T(g), (h), (j) and (k) and Treas. Reg. § 1.382-4, or any successor provisions and other pertinent Internal Revenue Service guidance.

K. “Person” means any individual, partnership, joint venture, limited liability company, firm, corporation, unincorporated association or organization, trust or other entity or any group of such “Persons” having a formal or informal understanding among themselves to make a “coordinated acquisition” of shares within the meaning of Treas. Reg. § 1.382-3(a)(1) or who are otherwise treated as an “entity” within the meaning of Treas. Reg. § 1.382-3(a)(1), and shall include any successor (by merger or otherwise) of any such entity or group.

L. “Prohibited Distributions” means any and all dividends or other distributions paid by the Company with respect to any Excess Securities received by a Purported Transferee.

M. “Prohibited Transfer” means any Transfer or purported Transfer of Company Securities to the extent that such Transfer is prohibited and/or void under this Article XIV.

N. “Public Group” has the meaning set forth in Treas. Reg. § 1.382-2T(f)(13).

O. “Purported Transferee” has the meaning set forth in Section 14.4 of this Article XIV.

P. “Remedial Holder” has the meaning set forth in Section 14.7 of this Article XIV.

Q. “Stock” means any interest that would be treated as “stock” of the Company pursuant to Treas. Reg. § 1.382-2T(f)(18).

R. “Stock Ownership” means any direct or indirect ownership of Stock, including any ownership by virtue of application of constructive ownership rules, with such direct, indirect and constructive ownership determined under the provisions of Section 382 of the Code and the Treasury Regulations thereunder, including, for the avoidance of doubt, any ownership whereby a Person owns Stock pursuant to a “coordinated acquisition” treated as a single “entity” as defined in Treas. Reg. § 1.382-3(a)(1), or such Stock is otherwise aggregated with Stock owned by such Person pursuant to the provisions of Section 382 of the Code and the Treasury Regulations thereunder.

S. “Tax Benefits” means the net operating loss carryforwards, capital loss carryforwards, general business credit carryforwards, alternative minimum tax credit carryforwards and foreign tax credit carryforwards, as well as any loss or deduction attributable to a “net unrealized built-in loss” of the Company or any direct or indirect subsidiary thereof, within the meaning of Section 382 of the Code.

T. “Transfer” means, any direct or indirect sale, transfer, assignment, conveyance, pledge or other disposition, event or occurrence or other action taken by a Person, other than the Company, that alters the Percentage Stock Ownership of any Person or group. A Transfer also shall include the creation or grant of an option (including an option within the meaning of Treas. Reg. § 1.382-4 (d)). For the avoidance of doubt, a Transfer shall not include the creation or grant of an option by the Company, nor shall a Transfer include the issuance of Stock by the Company.

U. “Transferee” means any Person to whom Company Securities are Transferred.

V. “Treasury Regulations” or “Treas. Reg.” means the regulations, including temporary regulations or any successor regulations, promulgated under the Code, as amended from time to time.

14.2 TRANSFER AND OWNERSHIP RESTRICTIONS. In order to preserve the Tax Benefits, from and after the Effective Date of this Article XIV any attempted Transfer of Company Securities prior to the Expiration Date and any attempted Transfer of Company Securities pursuant to an agreement entered into prior to the Expiration Date shall be prohibited and void *ab initio* to the extent that, as a result of such Transfer (or any series of Transfers of which such Transfer is a part), either (i) any Person or Persons would become a 4.99-percent Stockholder or (ii) the Percentage Stock Ownership in the Company of any 4.99-percent Stockholder would be increased. The prior sentence is not intended to prevent Company Securities from being DTC-eligible and shall not preclude the settlement of any transaction in Company Securities entered into through the facilities of a national securities exchange or trading on an over-the-counter market; *provided, however*, that the Company Securities and parties involved in any such transaction shall remain subject to the provisions of this Article XIV in respect of such transaction.

14.3 EXCEPTIONS.

A. Notwithstanding anything to the contrary herein, Transfers to a Public Group (including a new Public Group created under Treas. Reg. § 1.382-2T(j)(3)(i)) shall be permitted.

B. The restrictions set forth in Section 14.2 of this Article XIV shall not apply to an attempted Transfer that is a 4.99-percent Transaction if the transferor or the Transferee obtains the written approval of the Board of Directors or a duly authorized committee thereof. As a condition to granting its approval pursuant to this Section 14.3 of this Article XIV, the Board of Directors may, in its discretion, require (at the expense of the transferor and/or Transferee) an opinion of counsel selected by the Board of Directors that the Transfer shall not result in a limitation on the use of the Tax Benefits as a result of the application of Section 382 of the Code; provided that the Board of Directors may grant such approval notwithstanding the effect of such approval on the Tax Benefits if it determines that the approval is in the best interests of the Company. The Board of Directors may grant its approval in whole or in part with respect to such Transfer and may impose any conditions that it deems reasonable and appropriate in connection with such approval, including, without limitation, restrictions on the ability of any Transferee to Transfer Stock acquired through a

Transfer. Approvals of the Board of Directors hereunder may be given prospectively or retroactively. The Board of Directors, to the fullest extent permitted by law, may exercise the authority granted by this Article XIV through duly authorized officers or agents of the Company. Nothing in this Section 14.3 of this Article XIV shall be construed to limit or restrict the Board of Directors in the exercise of its fiduciary duties under applicable law.

14.4 EXCESS SECURITIES.

A. No employee or agent of the Company shall record any Prohibited Transfer, and the purported transferee of such a Prohibited Transfer (the "Purported Transferee") shall not be recognized as a stockholder of the Company for any purpose whatsoever in respect of the Company Securities which are the subject of the Prohibited Transfer (the "Excess Securities"). The Purported Transferee shall not be entitled, with respect to such Excess Securities, to any rights of stockholders of the Company, including, without limitation, the right to vote such Excess Securities and to receive dividends or distributions, whether liquidating or otherwise, in respect thereof, if any, and the Excess Securities shall be deemed to remain with the transferor unless and until the Excess Securities are transferred to the Agent pursuant to Section 14.5 of this Article XIV or until an approval is obtained under Section 14.3 of this Article XIV. After the Excess Securities have been acquired in a Transfer that is not a Prohibited Transfer, the Company Securities shall cease to be Excess Securities. For this purpose, any Transfer of Excess Securities not in accordance with the provisions of this Section 14.4 or Section 14.5 of this Article XIV shall also be a Prohibited Transfer.

B. The Company may require as a condition to the registration of the Transfer of any Company Securities or the payment of any distribution on any Company Securities that the proposed Transferee or payee furnish to the Company all information reasonably requested by the Company with respect to its direct or indirect ownership interests in such Company Securities. The Company may make such arrangements or issue such instructions to its stock transfer agent as may be determined by the Board of Directors to be necessary or advisable to implement this Article XIV, including, without limitation, authorizing such transfer agent to require an affidavit from a Purported Transferee regarding such Person's actual and constructive ownership of Stock and other evidence that a Transfer will not be prohibited by this Article XIV as a condition to registering any transfer.

14.5 TRANSFER TO AGENT. If the Board of Directors determines that a Transfer of Company Securities constitutes a Prohibited Transfer, then, upon written demand by the Company sent within thirty days of the date on which the Board of Directors determines that the attempted Transfer would result in Excess Securities, the Purported Transferee shall transfer or cause to be transferred any certificate or other evidence of ownership of the Excess Securities within the Purported Transferee's possession or control, together with any Prohibited Distributions, to an agent designated by the Board of Directors (the "Agent"). The Agent shall thereupon sell to a buyer or buyers, which may include the Company, the Excess Securities transferred to it in one or more arm's-length transactions (on the public securities market on which such Excess Securities are traded, if possible, or otherwise privately); provided, however, that any such sale must not constitute a Prohibited Transfer and *provided, further*, that the Agent shall effect such sale or sales in an orderly fashion and shall not be required to effect any such sale within any specific time frame if, in the Agent's discretion, such sale or sales would disrupt the market for the Company Securities or otherwise would adversely affect the value of the

Company Securities. If the Purported Transferee has resold the Excess Securities before receiving the Company's demand to surrender Excess Securities to the Agent, the Purported Transferee shall be deemed to have sold the Excess Securities for the Agent, and shall be required to transfer to the Agent any Prohibited Distributions and proceeds of such sale, except to the extent that the Company grants written permission to the Purported Transferee to retain a portion of such sale proceeds not exceeding the amount that the Purported Transferee would have received from the Agent pursuant to Section 14.6 of this Article XIV if the Agent rather than the Purported Transferee had resold the Excess Securities.

14.6 APPLICATION OF PROCEEDS AND PROHIBITED DISTRIBUTIONS. The Agent shall apply any proceeds of a sale by it of Excess Securities and, if the Purported Transferee has previously resold the Excess Securities, any amounts received by it from a Purported Transferee, together, in either case, with any Prohibited Distributions, as follows: (i) first, such amounts shall be paid to the Agent to the extent necessary to cover its costs and expenses incurred in connection with its duties hereunder; (ii) second, any remaining amounts shall be paid to the Purported Transferee, up to the amount paid by the Purported Transferee for the Excess Securities (or the fair market value at the time of the Transfer, in the event the purported Transfer of the Excess Securities was, in whole or in part, a gift, inheritance or similar Transfer) which amount (or fair market value) shall be determined at the discretion of the Board of Directors; and (iii) third, any remaining amounts shall be paid to one or more organizations selected by the Board of Directors which is described under Section 501(c)(3) of the Code (or any comparable successor provision) and contributions to which are eligible for deduction under each of Sections 170(b)(1)(A), 2055 and 2552 of the Code. The Purported Transferee of Excess Securities shall have no claim, cause of action or any other recourse whatsoever against any transferor of Excess Securities. The Purported Transferee's sole right with respect to such shares shall be limited to the amount payable to the Purported Transferee pursuant to this Section 14.6 of this Article XIV. In no event shall the proceeds of any sale of Excess Securities pursuant to this Section 14.6 of this Article XIV inure to the benefit of the Company or the Agent, except to the extent used to cover costs and expenses incurred by Agent in performing its duties hereunder.

14.7 MODIFICATION OF REMEDIES FOR CERTAIN INDIRECT TRANSFERS. In the event of any Transfer which does not involve a transfer of Company Securities within the meaning of Delaware law but which would cause a 4.99-percent Stockholder to violate a restriction on Transfers provided for in this Article XIV, the application of Sections 14.5 and 14.6 of this Article XIV shall be modified as described in this Section 14.7 of this Article XIV. In such case, no such 4.99-percent Stockholder shall be required to dispose of any interest that is not a Company Security, but such 4.99-percent Stockholder and/or any Person whose ownership of Company Securities is attributed to such 4.99-percent Stockholder (such 4.99-percent Stockholder or other Person, a "Remedial Holder") shall be deemed to have disposed of and shall be required to dispose of sufficient Company Securities (which Company Securities shall be disposed of in the inverse order in which they were acquired) to cause such 4.99-percent Stockholder, following such disposition, not to be in violation of this Article XIV. Such disposition shall be deemed to occur simultaneously with the Transfer giving rise to the application of this provision, and such number of Company Securities that are deemed to be disposed of shall be considered Excess Securities and shall be disposed of through the Agent as provided in Sections 14.5 and 14.6 of this Article XIV, except that the maximum aggregate amount payable to a Remedial Holder in connection with such sale shall be the fair market value

of such Excess Securities at the time of the purported Transfer. A Remedial Holder shall not be entitled, with respect to such Excess Securities, to any rights of stockholders of the Company, including, without limitation, the right to vote such Excess Securities and to receive dividends or distributions, whether liquidating or otherwise, in respect thereof, if any, following the time of the purported Transfer. All expenses incurred by the Agent in disposing of such Excess Stock shall be paid out of any amounts due such 4.99- percent Stockholder or such other Person. The purpose of this Section 14.7 of this Article XIV is to extend the restrictions in Sections 14.2 and 14.5 of this Article XIV to situations in which there is a 4.99-percent Transaction without a direct Transfer of Company Securities, and this Section 14.7 of this Article XIV, along with the other provisions of this Article XIV, shall be interpreted to produce the same results, with differences as the context requires, as a direct Transfer of Company Securities.

14.8 LEGAL PROCEEDINGS; PROMPT ENFORCEMENT. If the Purported Transferee fails to surrender the Excess Securities or the proceeds of a sale thereof to the Agent within thirty days from the date on which the Company makes a written demand pursuant to Section 14.5 of this Article XIV (whether or not made within the time specified in Section 14.5 of this Article XIV), then the Company may take such actions as it deems appropriate to enforce the provisions hereof, including the institution of legal proceedings to compel the surrender. Nothing in this Section 14.8 of this Article XIV shall (i) be deemed inconsistent with any Transfer of the Excess Securities provided in this Article XIV being void *ab initio*, (ii) preclude the Company in its discretion from immediately bringing legal proceedings without a prior demand or (iii) cause any failure of the Company to act within the time periods set forth in Section 14.5 of this Article XIV to constitute a waiver or loss of any right of the Company under this Article XIV. The Board of Directors may authorize such additional actions as it deems advisable to give effect to the provisions of this Article XIV.

14.9 LIABILITY. To the fullest extent permitted by law, any stockholder subject to the provisions of this Article XIV who knowingly violates the provisions of this Article XIV and any Persons controlling, controlled by or under common control with such stockholder shall be jointly and severally liable to the Company for, and shall indemnify and hold the Company harmless against, any and all damages suffered as a result of such violation, including but not limited to damages resulting from a reduction in, or elimination of, the Company's ability to utilize its Tax Benefits, and attorneys' and auditors' fees incurred in connection with such violation.

14.10 OBLIGATION TO PROVIDE INFORMATION. As a condition to the registration of the Transfer of any Stock, any Person who is a beneficial, legal or record holder of Stock, and any proposed Transferee and any Person controlling, controlled by or under common control with the proposed Transferee, shall provide such information as the Company may request from time to time in order to determine compliance with this Article XIV or the status of the Tax Benefits of the Company.

14.11 LEGENDS. The Board of Directors may require that any certificates issued by the Company evidencing ownership of shares of Stock that are subject to the restrictions on transfer and ownership contained in this Article XIV bear the following legend:

"THE RESTATED CERTIFICATE OF INCORPORATION OF THE CORPORATION AS AMENDED (THE "CERTIFICATE OF INCORPORATION") CONTAINS RESTRICTIONS PROHIBITING THE TRANSFER (AS DEFINED IN THE CERTIFICATE OF INCORPORATION) OF STOCK OF THE CORPORATION (INCLUDING THE CREATION OR GRANT OF CERTAIN OPTIONS, RIGHTS AND WARRANTS) WITHOUT THE PRIOR AUTHORIZATION OF THE BOARD OF DIRECTORS OF THE CORPORATION (THE "BOARD OF DIRECTORS") IF SUCH TRANSFER AFFECTS THE PERCENTAGE OF STOCK OF THE CORPORATION (WITHIN THE MEANING OF SECTION 382 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") AND THE TREASURY REGULATIONS PROMULGATED THEREUNDER) THAT IS TREATED AS OWNED BY A 4.99-PERCENT STOCKHOLDER (AS DEFINED IN THE CERTIFICATE OF INCORPORATION). IF THE TRANSFER RESTRICTIONS ARE VIOLATED, THEN THE TRANSFER WILL BE VOID *AB INITIO* AND THE PURPORTED TRANSFEREE OF THE STOCK WILL BE REQUIRED TO TRANSFER EXCESS SECURITIES (AS DEFINED IN THE CERTIFICATE OF INCORPORATION) TO THE CORPORATION'S AGENT. IN THE EVENT OF A TRANSFER WHICH DOES NOT INVOLVE SECURITIES OF THE CORPORATION WITHIN THE MEANING OF THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE ("SECURITIES") BUT WHICH WOULD VIOLATE THE TRANSFER RESTRICTIONS, THE PURPORTED TRANSFEREE (OR THE RECORD OWNER) OF THE SECURITIES THAT VIOLATE THE TRANSFER RESTRICTIONS WILL BE REQUIRED TO TRANSFER SUFFICIENT SECURITIES PURSUANT TO THE TERMS PROVIDED FOR IN THE CERTIFICATE OF INCORPORATION TO CAUSE THE 4.99-PERCENT STOCKHOLDER TO NO LONGER BE IN VIOLATION OF THE TRANSFER RESTRICTIONS. THE CORPORATION WILL FURNISH WITHOUT CHARGE TO THE HOLDER OF RECORD OF THIS CERTIFICATE A COPY OF THE CERTIFICATE OF INCORPORATION CONTAINING THE ABOVE-REFERENCED TRANSFER RESTRICTIONS UPON WRITTEN REQUEST TO THE CORPORATION AT ITS PRINCIPAL PLACE OF BUSINESS."

The Board of Directors may also require that any certificates issued by the Company evidencing ownership of shares of Stock that are subject to conditions imposed by the Board of Directors under Section 14.3 of this Article XIV also bear a conspicuous legend referencing the applicable restrictions.

14.12 AUTHORITY OF BOARD OF DIRECTORS.

A. The Board of Directors shall have the power to determine all matters necessary for assessing compliance with this Article XIV, including, without limitation, (i) the identification of 4.99-percent Stockholders, (ii) whether a Transfer is a 4.99-percent Transaction or a Prohibited Transfer, (iii) the Percentage Stock Ownership in the Company of any 4.99-percent Stockholder, (iv) whether an instrument constitutes a Company Security, (v) the amount (or fair market value) due to a Purported Transferee pursuant to Section 14.6 of this Article XIV, and (vi) any other matters which the Board of Directors determines to be relevant;

and the good faith determination of the Board of Directors on such matters shall be conclusive and binding for all the purposes of this Article XIV. In addition, the Board of Directors may, to the extent permitted by law, from time to time establish, modify, amend or rescind by-laws, regulations and procedures of the Company not inconsistent with the provisions of this Article XIV for purposes of determining whether any Transfer of Company Securities would jeopardize or endanger the Company's ability to preserve and use the Tax Benefits and for the orderly application, administration and implementation of this Article XIV.

B. Nothing contained in this Article XIV shall limit the authority of the Board of Directors to take such other action to the extent permitted by law as it deems necessary or advisable to protect the Company and its stockholders in preserving the Tax Benefits. Without limiting the generality of the foregoing, in the event of a change in law making one or more of the following actions necessary or desirable, the Board of Directors may, by adopting a written resolution, (i) accelerate the Expiration Date, (ii) modify the ownership interest percentage in the Company or the Persons or groups covered by this Article XIV, (iii) modify the definitions of any terms set forth in this Article XIV or (iv) modify the terms of this Article XIV as appropriate, in each case, in order to prevent an ownership change for purposes of Section 382 of the Code as a result of any changes in applicable Treasury Regulations or otherwise; *provided, however*, that the Board of Directors shall not cause there to be such acceleration or modification unless it determines, by adopting a written resolution, that such action is reasonably necessary or advisable to preserve the Tax Benefits or that the continuation of these restrictions is no longer reasonably necessary for the preservation of the Tax Benefits. Stockholders of the Company shall be notified of such determination through a filing with the Securities and Exchange Commission or such other method of notice as the Secretary of the Company shall deem appropriate.

C. In the case of an ambiguity in the application of any of the provisions of this Article XIV, including any definition used herein, the Board of Directors shall have the power to determine the application of such provisions with respect to any situation based on its reasonable belief, understanding or knowledge of the circumstances. In the event this Article XIV requires an action by the Board of Directors but fails to provide specific guidance with respect to such action, the Board of Directors shall have the power to determine the action to be taken so long as such action is not contrary to the provisions of this Article XIV. All such actions, calculations, interpretations and determinations which are done or made by the Board of Directors in good faith shall be conclusive and binding on the Company, the Agent, and all other parties for all other purposes of this Article XIV. The Board of Directors may delegate all or any portion of its duties and powers under this Article XIV to a committee of the Board of Directors as it deems necessary or advisable and, to the fullest extent permitted by law, may exercise the authority granted by this Article XIV through duly authorized officers or agents of the Company. Nothing in this Article XIV shall be construed to limit or restrict the Board of Directors in its exercise of its fiduciary duties under applicable law.

14.13 RELIANCE. To the fullest extent permitted by law, the Company and the members of the Board of Directors shall be fully protected in relying in good faith upon the information, opinions, reports or statements of the chief executive officer, the chief financial officer, the chief accounting officer or the corporate controller of the Company and the Company's legal counsel, independent auditors, transfer agent, investment bankers or other

employees and agents in making the determinations and findings contemplated by this Article XIV. The members of the Board of Directors shall not be responsible for any good faith errors made in connection therewith. For purposes of determining the existence and identity of, and the amount of any Company Securities owned by, any stockholder, to the extent permitted by Treas. Reg. § 1.382-2T(k) (and any successor provision) the Company is entitled to rely on the existence and absence of filings, if any, of Schedule 13D or 13G under the Securities and Exchange Act of 1934, as amended (or similar filings), as of any date.

14.14 BENEFITS OF THIS ARTICLE XIV. Nothing in this Article XIV shall be construed to give to any Person other than the Company or the Agent any legal or equitable right, remedy or claim under this Article XIV. This Article XIV shall be for the sole and exclusive benefit of the Company and the Agent.

14.15 SEVERABILITY. The purpose of this Article XIV is to facilitate the Company's ability to maintain or preserve its Tax Benefits. If any provision of this Article XIV or the application of any such provision to any Person or under any circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Article XIV.

14.16 WAIVER. With regard to any power, remedy or right provided herein or otherwise available to the Company or the Agent under this Article XIV, (i) no waiver will be effective unless expressly contained in a writing signed by the waiving party and (ii) no alteration, modification or impairment will be implied by reason of any previous waiver, extension of time, delay or omission in exercise or other indulgence.

SIXTH: Pursuant to the Plan and Confirmation Order and Section 303 of the General Corporate Law of the State of Delaware, this Certificate of Amendment to the Restated Certificate of Incorporation adds an Article XV to the Restated Certificate of Incorporation, as amended, to read in its entirety as follows:

ARTICLE XV
PROHIBITION PURSUANT TO BANKRUPTCY CODE § 1123(A)(6)

Notwithstanding anything to the contrary in this Certificate of Amendment of the Restated Certificate of Incorporation, the Corporation shall not issue nonvoting equity securities to the extent prohibited by Bankruptcy Code § 1123(a)(6). The prohibition on the issuance of nonvoting equity securities is included in this Certificate of Amendment of the Restated Certificate of Incorporation in compliance with Bankruptcy Code § 1123(a)(6).

SEVENTH: This Amendment to Restated Certificate of Incorporation was duly adopted in accordance with the Plan, the Confirmation Order, and the provisions of Section 303 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Company has caused this Certificate of Amendment of the Restated Certificate of Incorporation to be executed on this 3rd day of May, 2017.

P10 INDUSTRIES, INC.

By: /s/ Mark A. Ascolese
Name: Mark A. Ascolese
Title: Chief Executive Officer