Activ Technologies, Inc. (the “Company”) would like to thank you for your continued interest in a potential transaction with the Company (the “Transaction”). The purpose of this letter is to provide you with additional details on the sale process being conducted by the Company.

Upon receipt of an executed non-disclosure agreement you will be given access to the online data room and as requested through the Receiver, access to management for subject matter discussions, access to the Company for accounting and legal inquiries and other customary and reasonable requests.

The Company and the Receiver invite you to submit a bid (the “Bid” in the form of a cover letter and electronic copy of your proposed asset purchase agreement (as further discussed below). A clean version of the Asset Purchase Agreement must be executed, subject to any conditions identified in your cover letter. All bids should be submitted by email to jpegnia@glassratner.com no later than 5:00 PM Eastern Time on Friday, August 7, 2026.

BID REQUIREMENTS

1. ***Asset Purchase Agreement:*** Please include, as part of your Bid, your proposed Asset Purchase Agreement in Word format.

2. ***Cover Letter:*** Please provide a letter that includes the following information:

    a. ***Asset(s) to be Included:*** Specific assets you are including in your proposed Transaction.
    b. ***Identity and Description of Investor Entity:*** The legal name, form of organization and principal operations of the prospective investor entity including any co-investors, operators, partners, or affiliates.
    c. ***Source of Funds:*** If internal funds are being used as a source of capital, please provide support regarding financial capability. If third party debt and/or equity financing will be required, please provide as much detail as possible regarding the sources of capital and the discussions held with such financing sources to date, including commitment letters and/or term sheets or other documents to demonstrate their level of interest and approval status. Preference will be given to a Transaction that is all-cash.
    d. ***Amount and Form of Consideration:*** Specify the proposed purchase price and form of consideration to be paid (e.g. cash, assumed liabilities). Please refine your valuation to a single value. To the extent your offer includes multiple assets, if you are prepared to separate assets, please allocate the purchase price by respective asset.
    e. ***Treatment of Cure Costs:*** Provide an overview of your intentions regarding the assumption or rejection of existing contracts (including, without limitation, customer agreements) and confirm your agreement to fund any cure payments relating to assumed contracts.
    f. ***Timing and Contingencies:*** Detailed timeline through closing of the Transaction including a description of any material considerations or contingencies to execution of the Asset Purchase Agreement and to closing of the Transaction (e.g. Execution – board, shareholder, investment committee, or Closing – customer consents) and the period of time you anticipate will be required to satisfy each such condition. Preference will be given to a bid without material closing contingencies.

g. ***Non-Binding and Irrevocable Requirement:*** A statement that the Bid is binding and irrevocable until the approval of the Successful Bid(s) unless designated as the Back-Up Bid (as defined)

h. ***Plan with respect to employees:*** Provide an overview of your intentions for the retention/treatment of employees of the facilities.

i. ***Contact Information:*** Provide the name and contact information for the individual(s) to whom all inquiries relating to your Bid should be made, as well as the identity of any third party advisors you intend to use in the process (attorneys, financial advisors, etc.)

The Receiver will be available to consult with you prior to your submission to answer questions about the Company and the Transaction. Additionally, the Receiver will work with the Company to provide responses to due diligence requests to facilitate your submission.

You should submit your highest and best bid. Based on the bids received, the Receiver and in conjunction with the Company's constituents, anticipates entering into final negotiations.

The Company expressly reserves the right in its sole and absolute discretion to reject any or all Bids and to terminate discussion with any or all parties without assigning any reasons therefor. The Company further reserves the right to amend or modify these procedures and guidelines at any time in its sole and absolute discretion with our without sending notice of any changes.

If you have any questions regarding the guidelines described in this letter or any other matter related thereto, please do not hesitate to contact the Receiver. Please note that all communication or inquiries must be directed to the Chief Restructuring Officer. **No personnel of the Company may be contacted directly under any circumstances unless expressly permitted in writing by the Receiver.**

On behalf of the Company, we thank you for your continued interest in a Transaction and your cooperation in complying with the procedures outlined above as well as the terms of your executed Non-Disclosure Agreement.