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Attorney Work Product**

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 ANY OF THE PARTIES HERETO.

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (the “**Agreement**”) is made and entered into as of March 20, 2017, by and among the following parties:

- i. P10 Industries, Inc., a Delaware corporation formerly known as Active Power, Inc. (the “**Debtor**”); and
- ii. Langley Holdings plc, a United Kingdom public limited company (“**Langley**”). The Debtor and Langley 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 and the 210 RSA (as defined below) and the transactions contemplated thereunder;

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 Pillar Power Systems, Inc., a Delaware corporation formerly known as Piller USA, Inc. and a wholly-owned subsidiary of Langley (the “**Buyer**”), and Langley (together, the “**Legacy Purchaser**”) pursuant to 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, the Debtor intends to enter into a restructuring support agreement (the “**210 RSA**”) with 210/P10 Acquisition Partners, LLC (“**210**”) whereby 210 will agree that pursuant to a prepackaged plan of reorganization (the “**Plan**”) it will make an investment in the Debtor in an amount of \$4,654,750, for the purchase and sale of 21,650,000 shares of the Debtor’s Common Stock, \$0.001 par value, and to provide the Debtor, subject to certain conditions and terms, 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 non-convertible preferred stock;

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. Commitments Regarding the Restructuring.

2.01. Agreements by the Parties.

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 located at 2128 Braker Lane, Austin, Travis County, Texas (the “**Braker Facility Lease**”) to the Legacy Purchaser, (y) the Legacy Purchaser will release the Debtor from any and all liability (i) under the Legacy APA, (ii) relating to the Braker Facility Lease, and (iii) relating to 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 (being the amount of \$179,218.75) relating to the Braker Facility Lease.

2.02. Commitments of Langley. During the Effective Period (as defined in Section 7.14), Langley shall 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.

2.03. Commitments of the Debtor. During the Effective Period, the Debtor shall comply with its obligations under the 210 RSA and will take all actions consistent with the terms of this Agreement and the 210 RSA to facilitate consummation of the Restructuring. The Debtor will not agree to any modification or amendment of the 210 RSA relating to the agreement of the Parties in **Section 2.01** of this Agreement without the prior written consent of Langley.

2.04. Representations and Warranties of Langley. Langley represents and warrants that:

(a) 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

(b) 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.

2.05. 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; and

(b) 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.

Section 3. *Mutual Representations, Warranties, and Covenants.*

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

3.01. 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.

3.02. No Consent or Approval. Except as expressly provided in this Agreement, the 210 RSA or the Bankruptcy Code, no consent or approval is required by any other person or entity in order for it to perform the respective obligations under, this Agreement.

3.03. 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 perform its respective obligations under, this Agreement.

3.04. 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 4. *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 5. *Termination.*

This Agreement and the Parties obligations hereunder shall terminate upon the occurrence of the following:

(a) the termination of the 210 RSA;

(b) the Plan and/or any order of the Bankruptcy Court shall modify the terms of the agreement of the Parties in Section 2.01 of this Agreement in any material respect without the consent of the Parties; or

(c) the effective date of the Plan shall have occurred.

Section 6. *Amendments.*

This Agreement may not be modified, amended, or supplemented without prior written consent of the Debtor and Langley.

Section 7. *Miscellaneous.*

7.01. 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.

7.02. 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.

7.03. 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.

7.04. 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.

7.05. 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.

7.06. 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.

7.07. 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.

7.08. 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.

7.09. 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:

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

with a copy (which alone shall not constitute notice) to:

P10 Industries, Inc.
Attn: Jay Powers
2128 West Braker Lane
BK-12
Austin, Texas 78758

(b) if to Langley, to:

Langley Holdings plc
Enterprise Way, Retford
Nottinghamshire, DN22 7HH, United Kingdom
Attn: Bernard A. Watson, Group Commercial Director

With a copy to:

Graves, Dougherty, Hearon & Moody, P.C.
401 Congress Avenue, Suite 2200
Austin, Texas 78701
Attn: Cliff Ernst, Shareholder

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.

7.10. 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.

7.11. 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.

7.12. 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.

7.13. 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.

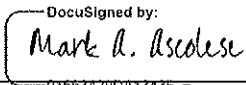
7.14. Effective Period. The period of time beginning on the date set forth on page 1 of this Agreement and ending on the date set forth in Section 5 above is referred to herein as the "Effective Period".

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

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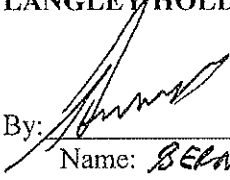
Debtor Signature Page to the Restructuring Support Agreement

P10 INDUSTRIES, INC.

By:  _____
Name: Mark A. Ascolese
Title: President and CEO

Langley Signature Page to the Restructuring Support Agreement

LANGLEY HOLDINGS PLC

By: 
Name: BERNARDO WATSON 21/3/2017
Title: GROUP COMMERCIAL DIRECTOR