

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

In re:	)	) Chapter 11
))
GST AUTOLEATHER, INC., <i>et al.</i> , ¹	)	) Case No. 17-12100 (LSS)
))
Debtors.	)	(Jointly Administered)
))

**DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) APPROVING THE
SUCCESSFUL BIDDER'S APA AND AUTHORIZING THE SALE OF ASSETS
OUTSIDE THE ORDINARY COURSE OF BUSINESS, (II) AUTHORIZING THE SALE
OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF
LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS, (III) AUTHORIZING
THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS
AND UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF**

GST AutoLeather, Inc. and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”),² state the following in support of this motion (this “Sale Motion”):

Relief Requested

1. The Debtors seek entry of an order (the “Sale Order”) (i) approving the Successful Bidder’s APA (defined herein) and authorizing the sale of assets outside the ordinary course of business; (ii) authorizing the sale of assets free and clear of all liens, claims,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: GST AutoLeather, Inc. (5289); GST AutoLeather Cayman I Ltd. (n/a); GST AutoLeather Cayman II Ltd. (n/a); GST AutoLeather HoldCo Cforp. (4266); GST Innovations, LLC (5563); and Strategic Financial LLC (n/a). The location of the Debtors’ service address is: 20 Oak Hollow Drive, Suite 300, Southfield, Michigan 48033.

² A detailed description of the Debtors and their businesses, and the facts and circumstances supporting the Debtors’ chapter 11 cases, are set forth in greater detail in the *Declaration of Jonathan Hickman, Chief Restructuring Officer of GST AutoLeather, Inc., in Support of Chapter 11 Petitions and First Day Motions* [Docket No. 4] (the “First Day Declaration”), filed contemporaneously with the Debtors’ voluntary petitions for relief filed under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), on October 3, 2017 (the “Petition Date”).

encumbrances, and other interests to the extent set forth in the Successful Bidder's APA; (iii) authorizing the assumption and assignment of certain executory contracts and unexpired leases; and (iv) granting related relief.

2. The Debtors reserve the right to file and serve any supplemental pleading or declaration that the Debtors deem appropriate or necessary, including any pleading summarizing the sale process and the results thereof, in support of their request for entry of the Sale Order before the Sale Hearing.

Jurisdiction and Venue

3. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. The Debtors confirm their consent, pursuant to rule 7008 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), to the entry of a final order by the Court in connection with this Sale Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are sections 105(a), 363, 365, 503, 1107, and 1108 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006(a), and 9014, and Local Rules 2002-1, 6004-1, and 9006-1.

Preliminary Statement

6. The Debtors (together with their non-Debtor affiliates, the “Company”), are a leading global designer and manufacturer of automotive leather components. The Company supplies leather seating surfaces, headrests, and interior trim to a “who’s who” list of tier-1 automotive suppliers and original equipment manufacturers, and consistently have held first or second market share positions with BMW, Fiat Chrysler Automobiles, General Motors Corp., Daimler AG, Porsche AG, Groupe PSA, and Toyota Motor Corp.

7. The Company has been actively exploring the sale (the “Sale”) of substantially all of its assets (the “Assets”) since 2015, when, as a result of its strong financial performance, the Company received an unsolicited, non-binding offer to purchase the Company from a foreign strategic buyer. Ultimately, the Company and the foreign buyer were unable to agree on deal terms, and discussions ended in June of 2016. This led the Company to pursue a broad marketing process beginning in the summer of 2016, led by Lazard Middle Market LLC (“Lazard”), which generated interest from both strategic and financial buyers. Unfortunately, the Company’s financial performance declined during this time period, and the interest of would-be buyers waned. Potential buyers either lowered their valuations, withdrew their bids, or opted to wait and see if the Company’s performance improved.

8. Unable to reach definitive documentation for an out-of-court sale transaction, the Debtors commenced these chapter 11 cases on October 3, 2017, intending to continue marketing the Company’s assets culminating in a Court-approved sale to the highest or best bidder. Accordingly, the Debtors sought, and the Court entered on November 15, 2017, the Bid

Procedures Order³ approving certain procedures (the “Bid Procedures”) that would provide a clear and open process for the solicitation, receipt, and evaluation of third-party bids. The Sale, approval of which is sought by this Sale Motion, will be to the highest or best bidder (the “Successful Bidder”) at the auction provided for in the Bid Procedures (the “Auction”), to take place on the date set forth in, and in accordance with, the Bid Procedures Order.

II. Terms of the Form Asset Purchase Agreement

9. In accordance with the Bid Procedures, the Debtors prepared a proposed form of asset purchase agreement (the “Form APA”) for the contemplated Sale, which the Debtors have made available to potential bidders in their electronic data room. A copy of the Form APA, without exhibits or schedules, is attached hereto as Exhibit A. The following chart summarizes the principal terms of the Form APA and certain known information required for disclosure pursuant to Local Rule 6004-1. To the extent any required information is not yet known or if the Successful Bidder’s asset purchase agreement (the “Successful Bidder’s APA”) materially changes any such required information, the Debtors will make further disclosure to the Court at or prior to the Sale Hearing.⁴

³ As used herein, “Bid Procedures Order” means the *Order (I) Approving Bid Procedures For the Sale of Substantially All of the Debtors’ Assets, (II) Scheduling An Auction and Hearing To Consider the Sale, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving Certain Expense Reimbursement Provisions and Breakup Fee, and (V) Granting Related Relief* [Docket No. 263].

⁴ This summary is provided for the convenience of the Court and parties in interest. To the extent there is any conflict between this summary and the Form APA, the Form APA shall govern in all respects. Capitalized terms used in the following summary shall have the meanings ascribed to them in the Form APA. All references to schedules or sections in the following summary shall refer to schedules or sections of the Form APA.

Agreement Provision	Summary Description
Sale to Insider Local Bankr. R. 6004-1(b)(iv)(A)	The Debtors do not anticipate that the buyer will be an insider.
Purchase Price	The purchase price shall be comprised of certain Assumed Liabilities and a cash payment.
Assets	All or substantially all assets of the Debtors.
Assumed Liabilities	<p>The Assumed Liabilities listed in Section 1.3 of the Form APA, including:</p> <ul style="list-style-type: none"> (a) all Liabilities and obligations of Sellers under the Assigned Contracts that become due from and after the Closing; (b) all cure costs required to be paid pursuant to Section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts as finally determined by the Bankruptcy Court; (c) any Liabilities arising out of the conduct of the business or the ownership of the Acquired Assets, in each case, by Purchaser from and after the Closing Date; (d) any open purchase orders arising out of the conduct of the business; (e) all Liabilities relating to amounts required to be paid, or actions to be taken or to be omitted to be taken, by Purchaser under the Form APA; (f) all Liabilities set forth on Schedule 1.3(f); and (g) sponsorship of the Seller Plans.
Assigned Contracts	The Assigned Contracts that will be listed on Schedule 1.1(a) of the Form APA.
Excluded Assets	<p>The Excluded Assets listed in Section 1.2 of the Form APA, including:</p> <ul style="list-style-type: none"> (a) any assets expressly excluded from the definition of Acquired Assets; (b) all Cash and Cash Equivalents, security and other deposits and cash collateral, prepaid amounts and all bank accounts; (c) all Contracts of Sellers listed on Schedule 1.2(c) (the "Excluded Contracts"); (d) all Documents (i) to the extent they relate solely to any of the Excluded Assets or Excluded Liabilities; (e) all shares of capital stock or other equity interests of any Seller or securities convertible into, exchangeable or exercisable for any such shares of capital stock or other equity interests; (f) (i) any preference or avoidance claims or actions arising under the Bankruptcy Code, (ii) any other rights, claims, actions, rights of recovery, rights of set-off and rights of recoupment as of the Closing of any Seller not relating to or arising against suppliers, vendors, merchants, manufacturers, or counterparties to any Assigned Contract, in each case, arising out of or relating to events occurring on or prior to the Closing Date and (iii) all claims or actions that any Seller may have against any Person with respect to any other Excluded Assets or any Excluded Liabilities; (g) all director and officer insurance policies, and all rights and benefits of any of Sellers of any nature with respect thereto, including all insurance recoveries thereunder and rights to assert claims or actions with respect to any such insurance recoveries; (h) Sellers' financial accounting books and records, corporate charter, minute

	<p>and stock record books, income tax returns, corporate seal, checkbooks and canceled checks;</p> <p>(i) Sellers' rights under the Form APA, including the Purchase Price hereunder, or any agreement, certificate, instrument or other document executed and delivered between any Seller and Purchaser in connection with the transactions contemplated hereby, or any other agreement between any Seller and Purchaser entered into on or after the date hereof;</p> <p>(j) any Tax refunds and all other Tax assets arising from or attributable to the Acquired Assets in a Pre-Closing Tax Period; and</p> <p>(k) the properties and assets set forth on Schedule 1.2(k).</p>
Excluded Liabilities Local Bankr. R. 6004-1(b)(iv)(B)	As described in Section 1.4 of the Form APA, Purchaser shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of Sellers or relating to the Acquired Assets, whether existing on the Closing Date or arising thereafter as a result of any act, omission or circumstances taking place prior to the Closing, other than the Assumed Liabilities.
Representations and Warranties (Art. III & IX) Local Bankr. R. 6004-1(b)(iv)(C)	Customary representations and warranties by Purchaser and Seller.
Agreements with Management Local Bankr. R. 6004-1(b)(iv)(D)	The Debtors are not aware of any agreements between a buyer and management at this time.
Releases Local Bankr. R. 6004-1(b)(iv)(C)	None.
Private Sale/No Competitive Bidding Local Bankr. R. 6004-1(b)(iv)(D)	No. The Debtors are pursuing an open Auction and Sale process.
Closing and Other Deadlines Local Bankr. R. 6004-1(b)(iv)(E)	Section 8.1(c) of the Form APA provides that either Purchaser or the Company may terminate the Form APA by written notice if the Closing shall not have occurred on or before the Outside Date.
Good Faith Deposit Local Bankr. R. 6004-(b)(iv)(F)	An amount in cash equal to 10% of the Cash Payment.
Interim Arrangements with Proposed Buyer Local Bankr. R. 6004-(b)(iv)(G)	There are no provisions for operation or management of the Debtors by any buyer prior to closing.
Use of Proceeds Local Bankr. R. 6004-1(b)(iv)(H)	None.
Records Retention Local Bankr. R. 6004-(b)(iv)(J)	Section 6.2(c) of the Form APA provides that for a period of three years following the Closing Date, the Debtors and their Advisors shall have reasonable access to the books and records relating to the assets sold to the buyer.

Sale of Avoidance Actions Local Bankr. R. 6004- (b)(iv)(K)	Avoidance actions are expressly listed as Excluded Assets under Section 1.2 of the Form APA.
Requested Findings as to Successor Liability Local Bankr. R. 6004-1(b)(iv)(L)	The Acquired Assets and Assumed Liabilities shall be sold free and clear of all liens, interests, and other encumbrances (other than Permitted Encumbrances). <i>See also</i> Sale Order ¶ [24].
Sale Free and Clear of Unexpired Leases Local Bankr. R. 6004-1(b)(iv)(M)	The Sale is to be free and clear of all liens and unassumed liabilities, including unexpired leases that do not constitute Assigned Contracts. Sale Order ¶ [M].
Credit Bid Local Bankr. R. 6004-1(b)(iv)(N)	The Bid Procedures permit any Qualified Bidder who has a valid and perfected lien on any Assets of the Debtors' estates (a "Secured Creditor") to submit a credit bid for all or a portion of the value of such Secured Creditor's claims within the meaning of section 363(k) of the Bankruptcy Code (the "Credit Bid Right"); provided that a Secured Creditor shall have the right to credit bid its claim only with respect to the collateral by which such Secured Creditor is secured.
Relief from Bankruptcy Rule 6004(h) Local Bankr. R. 6004-1(b)(iv)(O)	To maximize the value received for the Assets, the Debtors are seeking to close the transactions contemplated by the Successful Bidder's APA as soon as possible after the Sale Hearing. The Debtors, therefore, have requested a waiver of the fourteen-day stay under Bankruptcy Rule 6004(h).

10. In further compliance with Local Rule 6004-1, a copy of the proposed form of Sale Order is attached hereto as **Exhibit B**.

Basis for Relief

I. The Sale Should Be Approved as an Exercise of Sound Business Judgment.

11. Section 363(b)(1) of the Bankruptcy Code provides that a debtor, "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). A sale of the debtor's assets should be authorized pursuant to section 363 of the Bankruptcy Code if a sound business purpose exists for the proposed transaction. *See, e.g., In re Martin*, 91 F.3d 389, 395 (3d. Cir. 1996) ("Under Section 363, the debtor in possession can sell property of the estate . . . if he has an 'articulated business justification'"); *see also In re Schipper*, 933 F.2d 513, 515 (7th Cir. 1991) (same); *In re Abbotts Dairies of Pennsylvania, Inc.*, 788 F. 2d 143 (3rd Cir. 1986); *Stephens Indus., Inc. v. McClung*, 789 F. 2d 386, 390 (6th Cir. 1986); *Comm. of Equity Sec. Holders v. Lionel Corp.* (*In*

re Lionel Corp.), 722 F.2d 1063, 1070 (2d Cir. 1983); *In re Telesphere Commc'ns, Inc.*, 179 B.R. 544, 552 (Bankr. N.D. Ill. 1999); *In re Delaware & Hudson Railway Co.*, 124 B.R. 169, 176 (D. Del. 1991)). The *Delaware & Hudson Railway* court rejected the pre-Code “emergency” or “compelling circumstances” standard, finding the “sound business purpose” standard applicable and, discussing the requirements of that test under *McClung* and *Lionel*, observing:

A non-exhaustive list of factors to consider in determining if there is a sound business purpose for the sale include: the proportionate value of the asset to the estate as a whole; the amount of elapsed time since the filing; the likelihood that a plan of reorganization will be proposed and confirmed in the near future; the effect of the proposed disposition of the future plan of reorganization; the amount of proceeds to be obtained from the sale versus appraised values of the Property; and whether the asset is decreasing or increasing in value.

124 B.R. at 176.

12. The *Delaware & Hudson Railway* court further held that “[o]nce a court is satisfied that there is a sound business reason or an emergency justifying the pre-confirmation sale, the court must also determine that the trustee has provided the interested parties with adequate and reasonable notice, that the sale price is fair and reasonable and that the Buyer is proceeding in good faith.” *Id.*

13. The Debtors have concluded that the Sale is in the best interest of their chapter 11 estates, and is supported by a number of sound business reasons.

- ***First***, the Debtors believe the Sale will maximize the Assets’ going-concern value by allowing a party to bid on business assets that would have substantially less value on a stand-alone basis. Moreover, because the Successful Bidder’s APA will likely contemplate the assumption and assignment of certain of the Debtors’ contracts and leases, it will result in payment in full for a number of the Debtors’ estates’ creditors, *i.e.*, certain contract counterparties.
- ***Second***, the Debtors believe that, as a result of the marketing efforts that have been undertaken and that they will continue to undertake, the highest or best offer obtained through the approved Bid Procedures and Auction will provide

maximum value to the Debtors under the current circumstances. The Debtors, with the assistance of Lazard, have already extensively marketed the Assets and have designed the Bid Procedures to maximize the purchase price that will be realized from the Sale of the Assets.

- **Third**, the Sale of the Assets is subject to a competitive process, enhancing the Debtors' ability to receive the highest or otherwise best value for the Assets. Consequently, the successful bid will have been subject to a "market check" in the form of the Auction, will constitute, in the Debtors' reasonable business judgment, the highest or otherwise best offer for the Assets, and will be the best means for establishing whether a fair and reasonable price is being paid. *See, e.g., In re Trans World Airlines, Inc.*, No. 01-00056, 2001 WL 1820326 at *4 (Bankr. D. Del. 2001) (although a "section 363(b) sale transaction does not require an auction procedure," "[t]he auction procedure has developed over the years as an effective means for producing an arm's length fair value transaction.").

14. Thus, the Debtors submit that the Successful Bidder's APA will constitute the highest or otherwise best offer for the Assets and will allow the Debtors the greatest chance of preserving any going concern value for their estates. As such, the Debtors' determination to sell the Assets through an Auction process and subsequently to enter into the Successful Bidder's APA will be a valid and sound exercise of the Debtors' business judgment. The Debtors will be prepared to submit evidence at the hearing to approve the Sale to support these conclusions. Therefore, the Debtors request that the Court make a finding that the Sale of the Assets to the Successful Bidder is a proper exercise of the Debtors' business judgment and is rightly authorized.

A. The Sale and Purchase Price Reflects a Fair Value Transaction.

15. It is well-settled that, where there is a court-approved auction process, a full and fair price is presumed to have been obtained for the assets sold, as the best way to determine value is exposure to the market. *See Bank of Am. Nat'l Trust & Sav. Ass'n v. 203 N. LaSalle St. P'ship*, 526 U.S. 434, 457 (1999); *see also Trans World*, 2001 WL 1820326 at *4. As noted above, the Debtors, with Lazard's assistance, have marketed the Assets since well before the

Petition Date, and have continued to do so during these chapter 11 cases in accordance with the Bid Procedures. Among other things, the Debtors have contacted previously solicited parties, continued to provide acceptable bidders with data room access and requested information, hosted meetings and presentations with the Debtors' management and customers, considered alternative transaction structures, and otherwise taken all efforts to increase transaction value. In this way, the number of bidders that are eligible to participate in a competitive Auction process will be maximized.

B. The Sale Has Been Proposed in Good Faith and Without Collusion.

16. The Debtors request that the Court find that the Successful Bidder arising from the Auction, if any, is entitled to the benefits and protections provided by section 363(m) of the Bankruptcy Code in connection with the Sale of the Assets.

17. Section 363(m) of the Bankruptcy Code provides in pertinent part:

[t]he reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease or property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m).

18. Section 363(m) of the Bankruptcy Code thus protects the purchaser of assets sold pursuant to section 363 of the Bankruptcy Code from the risk that it will lose its interest in the purchased assets if the order allowing the Sale is reversed on appeal, as long as such purchaser leased or purchased the assets in "good faith." Although the Bankruptcy Code does not define "good faith," courts have held that a purchaser shows its good faith through the integrity of its conduct during the course of the sale proceedings, finding that where there is a lack of such integrity, a good-faith finding may not be made. *See, e.g., In re Abbotts Dairies*, 788 F.2d at 147

(“Typically, the misconduct that would destroy a [buyer’s] good faith status at a judicial sale involves fraud, collusion between the [proposed buyer] and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.”); *In the Matter of Andy Frain Servs., Inc.*, 798 F.2d 1113, 1125 (7th Cir. 1986) (same); *In re Sasson Jeans, Inc.*, 90 B.R. 608, 610 (S.D.N.Y. 1988) (same).

19. The Debtors intend to establish at the Sale Hearing that the Successful Bidder’s APA was a negotiated, arm’s-length transaction, in which the Successful Bidder has acted in good faith, without collusion or fraud of any kind, and in compliance with the *Abbotts Dairies* standards.⁵ The Debtors expect that the Successful Bidder will not be an “insider” or “affiliate” of the Debtors as those terms are defined in the Bankruptcy Code. The evidence at the Sale Hearing will further establish that neither the Debtors nor the Successful Bidder have engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code with respect to the consummation of the Sale transaction or the transfer of the Assets and the Assumed Contracts to the Successful Bidder.

20. Thus, the Debtors request that the Court find that the Successful Bidder has purchased the Assets in good faith within the meaning of section 363(m) of the Bankruptcy Code, and is entitled to the protections of sections 363(m) and (n) of the Bankruptcy Code.

⁵ The Debtors believe that a finding of good faith within the meaning of section 363(m) of the Bankruptcy Code will be appropriate for any Successful Bidder arising from the Auction. Pursuant to the Bid Procedures, any Successful Bidder will have had to present a proposal in accordance with the Bid Procedures. In addition, the Debtors will not choose as the Successful Bidder or Backup Bidder (as defined in the Bid Procedures) any entity whose good faith under section 363(m) of the Bankruptcy Code can reasonably be doubted, and will be prepared to present the Court with sufficient evidence to allow the Court to find that the “good faith” standard of section 363(m) of the Bankruptcy Code has been satisfied.

C. The Sale Should be Approved “Free and Clear” Under Section 363(f).

21. Section 363(f) of the Bankruptcy Code permits a debtor to sell property free and clear of another party’s interest in the property if: (a) applicable nonbankruptcy law permits such a free and clear sale; (b) the holder of the interest consents; (c) the interest is a lien and the sale price of the property exceeds the value of all liens on the property; (d) the interest is the subject of a bona fide dispute; or (e) the holder of the interest could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of its interest. *See* 11 U.S.C. § 363(f).

22. Section 363(f) is drafted in the disjunctive. Thus, satisfaction of any of the requirements enumerated therein will suffice to warrant the Debtors’ Sale of the Assets free and clear of all interests (*i.e.*, all liens, claims, rights, interests, charges, or encumbrances), except with respect to any interests that may be assumed liabilities under the Successful Bidder’s APA. *See In re Kellstrom Indus., Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002) (“[I]f any of the five conditions are met, the debtor has the authority to conduct the sale free and clear of all liens.”).

23. The Debtors submit that any interest that will not be an assumed liability satisfies or will satisfy at least one of the five conditions of section 363(f) of the Bankruptcy Code, and that any such interest will be adequately protected by either being paid in full at the time of closing, or by having it attach to the net proceeds of the Sale, subject to any claims and defenses the Debtors may possess with respect thereto. The Debtors accordingly request authority to convey the Assets to the Successful Bidder arising from the Auction, if any, free and clear of all liens, claims, rights, interests, charges, and encumbrances, with any such liens, claims, rights, interests, charges, and encumbrances to attach to the proceeds of the Sale.

II. The Assumption and Assignment of the Assumed Contracts Should Be Approved.

24. To facilitate and effectuate the Sale of the Assets and enhance the value to the Debtors’ estate, the Debtors are requesting approval of the assumption and assignment of the

contracts and leases (and any modifications thereto) identified in the attached Exhibit C (the “Assumed Contracts”)⁶ to the Successful Bidder upon the Closing of the transactions contemplated under the Successful Bidder’s APA and payment of the cure costs (the “Cure Costs”) reflected in Exhibit C. The Cure Costs are the amounts, if any, that the Debtors believe are owed to each counterparty (each a “Contract Counterparty,” and collectively, the “Contract Counterparties”) to an Assumed Contract in order to cure any defaults that exist under such contract or lease.

A. The Assumption and Assignment of the Assumed Contracts Reflects the Debtors’ Reasonable Business Judgment.

25. Section 365 of the Bankruptcy Code authorizes a debtor to assume and/or assign the debtor’s executory contracts and unexpired leases, subject to court approval, provided that the defaults under such contracts and leases are cured and adequate assurance of future performance is provided. Although section 365 of the Bankruptcy Code does not set forth standards for courts to apply in determining whether to approve a debtor’s decision to assume and/or assign an executory contract or unexpired lease, courts have consistently applied a “business judgment” test when reviewing such a decision unless such decision is clearly an unreasonable exercise of such judgment. *See, e.g., Group of Institutional Investors v. Chicago, Milwaukee, St. Paul & Pacific Ry. Co.*, 318 U.S. 523 (1943) (applying Bankruptcy Act section 77(b), predecessor to Bankruptcy Code section 365, and rejecting test of whether executory

⁶ The Assumed Contracts list identifies contracts and leases that the Debtors believe could potentially be assumed and assigned to the Successful Bidder under the Successful Bidder’s APA. Because the identity of the Successful Bidder is not yet known, however, the Successful Bidder may designate certain additional contracts or leases as Assumed Contracts or may remove certain contracts or leases from the list of Assumed Contracts. Accordingly, the final list of Assumed Contracts may materially differ from the list attached hereto as Exhibit C. In accordance with the Bid Procedures, the Debtors will serve notice of the identity of the Successful Bidder by fax, email, or (if neither is available) Fed Ex to all Contract Counterparties whose contracts or leases are added to the list of Assumed Contracts, and such Contract Counterparties will therefore have an opportunity to object to the proposed Cure Cost or the assumption and assignment of the executory contract or unexpired lease.

contract was burdensome in favor of whether rejection is within debtor's business judgment); *Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 40 (3d Cir. 1989) (describing deference to a debtor's business judgment as "breathing space afforded [to] the debtor to consider whether to reject or assume executory contracts under the Code."); *In re Network Access Solutions, Corp.*, 330 B.R. 67, 75 (Bankr. D. Del. 2005) ("The standard for approving the assumption of an executory contract is the business judgment rule"); *In re Exide Techs.*, 340 B.R. 222, 239 (Bankr. D. Del. 2006) ("The propriety of a decision to reject an executory contract is governed by the business judgment standard").

26. Here, the Court should approve the decision to assume and assign the Assumed Contracts in connection with the Sale as a sound exercise of the Debtors' business judgment: ***First***, the Assumed Contracts are important to the operation of the Debtors' business and, as such, are critical to inducing the best offer for the Assets. ***Second***, it is unlikely that any purchaser would want to acquire the Assets unless a significant number of the contracts and leases needed to manage the day-to-day operations were included in the transaction. ***Third***, the assumption and assignment of the Assumed Contracts is integral to, and inextricably integrated in, the Sale. ***Finally***, the Assumed Contracts will be assumed and assigned as part of the marketing and sale process being conducted by the Debtors, and therefore will be reviewed by key constituents in these chapter 11 cases.

27. Accordingly, the Debtors submit that the assumption and assignment of the Assumed Contracts should be approved as an exercise of their business judgment.

B. Defaults Under the Assumed Contracts Will Be Cured Through the Sale.

28. Upon finding that a debtor has exercised its business judgment in determining that assuming an executory contract is in the best interest of its estate, courts must then evaluate

whether the assumption meets the requirements of section 365(b) of the Bankruptcy Code, specifically that a debtor (a) cure, or provide adequate assurance of promptly curing, prepetition defaults in the executory contract, (b) compensate parties for pecuniary losses arising therefrom, and (c) provide adequate assurance of future performance thereunder. This section “attempts to strike a balance between two sometimes competing interests, the right of the contracting non-debtor to get the performance it bargained for and the right of the debtor’s creditors to get the benefit of the debtor’s bargain.” *In re Luce Indus., Inc.*, 8 B.R. 100, 107 (Bankr. S.D.N.Y. 1980).

29. The Debtors submit that the statutory requirements of section 365(b)(1)(A) of the Bankruptcy Code will be promptly satisfied because the Form APA requires that the purchaser cure all defaults associated with, or that are required to properly assume, the Assumed Contracts. See Form APA §1.3(b). Moreover, the Contract Counterparties will be provided notice of the proposed Cure Costs, and will have sufficient opportunity to file an objection to the proposed Cure Costs. To the extent no objection is timely filed with regard to a particular cure amount, such cure amount shall be binding on the applicable contract or lease counterparty. The payment of the Cure Costs will be in full and final satisfaction of all obligations to cure defaults and compensate the Counterparties for any pecuniary losses under such contracts or leases pursuant to section 365(b)(1) of the Bankruptcy Code, unless the Debtors determine that a particular contract is not truly executory, and does not need to be cured to transfer the Assets to the Successful Bidder.

C. Non-Debtor Counterparties Will Be Adequately Assured of Future Performance.

30. Similarly, the Debtors submit that the requirement of section 365(f)(2)(B) of the Bankruptcy Code—adequate assurance of future performance—is also satisfied given the facts

and circumstances present here. “The phrase ‘adequate assurance of future performance’ adopted from section 2-609(1) of the Uniform Commercial Code, is to be given a practical, pragmatic construction based upon the facts and circumstances of each case.” *In re U.L. Radio Corp.*, 19 B.R. 537, 542 (Bankr. S.D.N.Y. 1982). Although no single solution will satisfy every case, “the required assurance will fall considerably short of an absolute guarantee of performance.” *In re Prime Motor Inns, Inc.*, 166 B.R. 993, 997 (Bankr. S.D. Fla. 1994). Among other things, adequate assurance may be given by demonstrating the assignee’s financial health and experience in managing the type of enterprise or property assigned. See *In re Bygaph, Inc.*, 56 B.R. 596, 605–06 (Bankr. S.D.N.Y. 1986) (adequate assurance of future performance present where a prospective assignee has financial resources and has expressed a willingness to devote sufficient funding to a business to give it a strong likelihood of succeeding).

31. The Debtors believe that they can and will demonstrate that the requirements for assumption and assignment of the Assumed Contracts to the Successful Bidder arising from the Auction, if any, will be satisfied. As required by the Bid Procedures, the Debtors will evaluate the financial wherewithal of potential bidders before designating such party a Qualified Bidder (e.g., financial credibility, willingness, and ability of the interested party to perform under the Assumed Contracts) and will demonstrate such financial wherewithal, willingness, and ability to perform under the Assumed Contracts assigned to the Successful Bidder. Therefore, the Debtors submit that the Successful Bidder will satisfy the statutory requirements of section 365(f)(2)(B) of the Bankruptcy Code.

III. Relief Under Bankruptcy Rules 6004(h) and 6006(d) Is Appropriate.

32. Bankruptcy Rule 6004(h) provides that an “order authorizing the use, sale, or lease of property . . . is stayed until the expiration of fourteen days after the entry of the order,

unless the court orders otherwise.” Additionally, Bankruptcy Rule 6006(d) provides that an “order authorizing the trustee to assign an executory contract or unexpired lease . . . is stayed until the expiration of fourteen days after the entry of the order, unless the court orders otherwise.” The Debtors request that the Sale Order be effective immediately upon its entry by providing that the fourteen-day stays under Bankruptcy Rules 6004(h) and 6006(d) are waived.

33. The purpose of Bankruptcy Rules 6004(h) and 6006(d) is to provide sufficient time for an objecting party to appeal before an order can be implemented. See Advisory Committee Notes to Fed. R. Bankr. P. 6004(h) and 6006(d). Although Bankruptcy Rules 6004(h) and 6006(d) and the Advisory Committee Notes are silent as to when a court should “order otherwise” and eliminate or reduce the fourteen-day stay period, the leading treatise on bankruptcy suggests that the fourteen-day stay should be eliminated to allow a sale or other transaction to close immediately “where there has been no objection to procedure.” 10 *Collier on Bankruptcy* ¶ 6004.11 (16th rev. ed. 2009). Furthermore, if an objection is filed and overruled, and the objecting party informs the court of its intent to appeal, the stay may be reduced to the amount of time actually necessary to file such appeal. *Id.*

34. To maximize the value received for the Assets, the Debtors seek to close the Sale as soon as possible after the Sale Hearing. Accordingly, the Debtors hereby request that the Court waive the fourteen-day stay period under Bankruptcy Rules 6004(h) and 6006(d).

Notice

35. The Debtors have provided notice of this Sale Motion to: (a) the Office of the United States Trustee for the District of Delaware; (b) counsel to the Committee; (c) counsel to the agent under the Debtors’ first lien credit facility and the Debtors’ debtor-in-possession credit facility; (d) counsel to the agent under the Debtors’ mezzanine credit facility; (e) the United

States Attorney's Office for the District of Delaware; (f) the Internal Revenue Service; (g) the office of the attorneys general for the states in which the Debtors operate; (h) all known holders of liens, encumbrances, and other claims secured by the Assets; (i) all parties who are known or reasonably believed, after reasonable inquiry, to have asserted any lien, encumbrance, claim, or interest in the Assets; (j) the Contract Counterparties; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

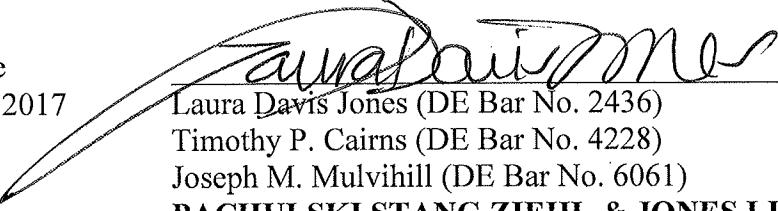
No Prior Request

36. No prior request for the relief sought in this Sale Motion has been made to this or any other court.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Sale Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Wilmington, Delaware
Dated: December 27, 2017


Laura Davis Jones (DE Bar No. 2436)

Timothy P. Cairns (DE Bar No. 4228)

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Counsel to the Debtors

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

In re:	)	Chapter 11
)	
GST AUTOLEATHER, INC., <i>et al.</i> ¹	)	Case No. 17-12100 (LSS)
)	
Debtors.	)	(Jointly Administered)
)	

Objection Deadline: January 10, 2018, at 4:00 p.m. (Eastern Time)

Hearing Date: January 17, 2018, at 11:00 a.m. (Eastern Time)

**NOTICE OF HEARING ON DEBTORS' MOTION FOR ENTRY OF AN ORDER
(I) APPROVING THE SUCCESSFUL BIDDER'S APA AND AUTHORIZING THE
SALE OF ASSETS OUTSIDE THE ORDINARY COURSE OF BUSINESS,
(II) AUTHORIZING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS'
ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND
INTERESTS, (III) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF
CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND
(IV) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that on December 27, 2017, the above-captioned debtors and debtors in possession (the “Debtors”) filed the *Debtors’ Motion for Entry of an Order (I) Approving the Successful Bidder’s APA and Authorizing the Sale of Assets Outside the Ordinary Course of Business, (II) Authorizing the Sale of Substantially all of the Debtors’ Assets Free and Clear of Liens, Claims, Encumbrances, and Interests, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* (the “Motion”) with the United States Bankruptcy Court for the District of

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: GST AutoLeather, Inc. (5289); GST AutoLeather Cayman I Ltd. (n/a); GST AutoLeather Cayman II Ltd. (n/a); GST AutoLeather HoldCo Corp. (4266); GST Innovations, LLC (5563); and Strategic Financial LLC (n/a). The location of the Debtors' service address is: 20 Oak Hollow Drive, Suite 300, Southfield, Michigan 48033.

Delaware, 824 North Market Street, Wilmington, Delaware 19801 (the “Court”). A copy of the Motion is attached hereto.

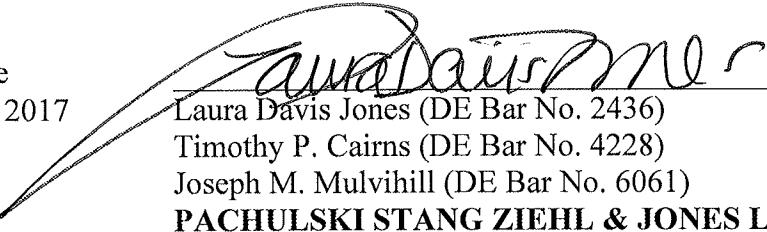
PLEASE TAKE FURTHER NOTICE that any response or objection to the entry of an order with respect to the relief sought in the Motion must be filed with the Bankruptcy Court on or before **January 10, 2018, at 4:00 p.m., prevailing Eastern Time.**

PLEASE TAKE FURTHER NOTICE that at the same time, you must also serve a copy of the response or objection upon: (a) the Debtors, GST AutoLeather, Inc., 20 Oak Hollow Drive, Suite 300, Southfield, Michigan 48033, Attn: Jonathan Hickman; (b) counsel to the Debtors, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Ryan Blaine Bennett and Benjamin M. Rhode; (c) co-counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899-8705 (Courier 19801), Attn: Laura Davis Jones; (d) counsel to the agent under the Debtors’ first lien credit facility and the Debtors’ debtor in possession credit facility, Paul Hastings LLP, 200 Park Avenue, New York, New York 10166, Attn: Andrew V. Tenzer; (e) counsel to the agent under the Debtors’ mezzanine credit facility, McGuire Woods LLP, 434 Fayetteville Street, Suite 2600, Raleigh, North Carolina 27601, Attn: Anne E. Croteau, and McGuireWoods LLP, 2001 K Street N.W., Suite 400, Washington, DC 20006, Attn: Douglas M. Foley; (f) co-counsel to the Official Committee of Unsecured Creditors, Foley & Lardner LLP, 90 Park Avenue, New York, NY 10016-1314, Attn: Leah M. Eisenberg; and (g) Office of The United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Timothy J. Fox, Esq.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED BY THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE RELIEF SOUGHT IN THE MOTION WILL BE HELD ON JANUARY 17, 2018, AT 11:00 A.M., PREVAILING EASTERN TIME BEFORE THE HONORABLE LAURIE SELBER SILVERSTEIN, UNITED STATES BANKRUPTCY JUDGE, AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, 6TH FLOOR, COURTROOM NO. 2, WILMINGTON, DELAWARE 19801.

Wilmington, Delaware
Dated: December 27, 2017


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Counsel to the Debtors

Exhibit A

Form APA

(without Schedules or Exhibits)

FOR DISCUSSION PURPOSES ONLY

ASSET PURCHASE AGREEMENT

DATED AS OF [•], 2017

BY AND AMONG

[•], AS PURCHASER,

AND

[•], AS THE COMPANY,

AND

THE OTHER SELLERS NAMED HEREIN

This is a draft agreement only, and delivery or discussion of this draft agreement is not, and will not be deemed or construed to be, an offer or commitment with respect to the proposed transaction to which this draft agreement relates. Notwithstanding the delivery of this draft agreement or any other past, present or future written or oral indications of assent, or indications of the result of negotiations or agreements, no party to the proposed transaction (and no person or entity related to any such party) will be under any legal obligation whatsoever unless and until the definitive agreement providing for the transaction has been executed and delivered by all parties thereto.

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EXHIBIT C SALE ORDER

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of [●], 2017, by and among [●], a [●] (“Purchaser”)¹, and [●], a [●] (the “Company”), and the Subsidiaries of the Company that are indicated on the signature pages attached hereto (together with the Company, each a “Seller” and collectively “Sellers”). Purchaser and Sellers are referred to herein individually as a “Party” and collectively as the “Parties. Capitalized terms used in herein shall have the meanings set forth herein or in Article XI.

RECITALS

WHEREAS, on October 3, 2017, the Company and the other Sellers have filed voluntary petitions for relief under Chapter 11 of Title 11, United States Code, 11 U.S.C. §§ § 101-1532 (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) (Sellers’ Chapter 11 cases jointly administered in respect of such filing, the “Bankruptcy Case”);

WHEREAS, Sellers will continue to manage their properties and operate their businesses as “debtors-in-possession” under the jurisdiction of the Bankruptcy Court and in accordance with the applicable provisions of the Bankruptcy Code;

WHEREAS, Purchaser desires to purchase the Acquired Assets and assume the Assumed Liabilities from Sellers, and Sellers desire to sell, convey, assign and transfer to Purchaser the Acquired Assets together with the Assumed Liabilities, in a sale authorized by the Bankruptcy Court pursuant to, *inter alia*, Sections 105, 363, and 365 of the Bankruptcy Code, all on the terms and subject to the conditions set forth in this Agreement and the Sale Order; and

WHEREAS, the Acquired Assets and Assumed Liabilities shall be purchased and assumed by Purchaser pursuant to the Sale Order approving such sale, free and clear of all Encumbrances (other than Permitted Encumbrances), pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure, which Order will include the authorization for the assumption by the applicable Seller and assignment by the applicable Seller to Purchaser of the Assigned Contracts and the Liabilities thereunder in accordance with Section 365 of the Bankruptcy Code, all in the manner and subject to the terms and conditions set forth in this Agreement and the Sale Order and in accordance with other applicable provisions of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure and the local rules for the Bankruptcy Court (together, the “Bankruptcy Rules”).

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and intending to be legally bound, Purchaser and Sellers hereby agree as follows.

¹ NTD: In the event that Purchaser is a newly formed or undercapitalized entity, Purchaser will be required to provide a guarantee of its obligations under the Purchase Agreement from a creditworthy affiliate. In addition, if Purchaser presents enforceability concerns or regulatory risk (including, e.g., regarding ability to deliver cash to the U.S.), the Purchase Agreement will include further provisions mitigating, or compensating Seller for, such Purchaser risks.

ARTICLE I

PURCHASE AND SALE OF THE ACQUIRED ASSETS; ASSUMPTION OF ASSUMED LIABILITIES

1.1 **Purchase and Sale of the Acquired Assets.** Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and on the terms and subject to the conditions set forth herein and in the Sale Order, at the Closing Sellers shall, to the extent permitted by applicable Law, sell, transfer, assign, convey and deliver to Purchaser, and Purchaser shall purchase, acquire and accept from Sellers, all of Sellers' right, title and interest in and to the Acquired Assets, free and clear of all Encumbrances other than Permitted Encumbrances. "Acquired Assets" means all of the properties, rights, interests and other assets of Sellers, whether tangible or intangible, real, personal or mixed, wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP, including any such properties, rights, interests and other assets acquired by Sellers after the date hereof and prior to the Closing, and including the following assets of Sellers, but excluding in all cases the Excluded Assets:

- (a) all Contracts to which any Seller is a party, including the Designated Contracts and the Contracts listed on Schedule 1.1(a) and any Leases relating to the Acquired Leased Real Property, in each case, to the extent assignable to Purchaser under applicable Law (the "Assigned Contracts");
- (b) all accounts receivable, negotiable instruments and chattel paper from Persons that are not Sellers;
- (c) all Documents;
- (d) the Owned Real Property listed on Schedule 1.1(d) (the "Acquired Owned Real Property");
- (e) the Leased Real Property listed on Schedule 1.1(e) (the "Acquired Leased Real Property"), including any Leasehold Improvements and all permanent fixtures, improvements and appurtenances thereto, in each case, so long as the Lease relating to such Leased Real Property is an Assigned Contract;
- (f) all tangible assets (including Equipment and machinery) of Sellers, including the tangible assets of Sellers located at any Acquired Leased Real Property or Acquired Owned Real Property and any tangible assets on order to be delivered to any Seller;
- (g) all demands, allowances, refunds, rebates (including any vendor or supplier rebates), express or implied guarantees, warranties, representations, covenants, indemnities, rights, claims, counterclaims, defenses, credits, causes of action, rights of set off, rights of recovery or rights of recoupment (in each case, other than against any Seller), including rights under vendors' and manufacturers' warranties, indemnities and guaranties, relating to or arising against suppliers, vendors, merchants, manufacturers, counterparties to leases, counterparties to licenses and counterparties to any Assigned Contract arising out of or relating to events occurring on or prior to the Closing Date or any of the Acquired Assets or Assumed Liabilities;

(h) all of the rights, interests and benefits accruing under all Permits and all pending applications therefor, to the extent transferable under applicable Law;

(i) to the extent transferable, all current and prior insurance policies of any of Sellers, and all rights and benefits of any of Sellers of any nature (except for any rights to insurance recoveries thereunder required to be paid to other Persons under any Order of the Bankruptcy Court relating to any debtor-in-possession financing obtained by Sellers) with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries, but excluding all interests in any bonds maintained under Section 412 of ERISA and in any insurance policies relating to Seller Plans, in each case, to the extent related to any assets or liabilities of any of the Seller Plans that are Excluded Assets or Excluded Liabilities;

(j) all shares of capital stock or other equity interests of any Subsidiary of any Seller (other than any Seller) or securities convertible into, exchangeable or exercisable for any such shares of capital stock or other equity interests;

(k) each Seller Plan and all right, title and interest in any assets thereof or relating thereto;

(l) all Intellectual Property owned by the Sellers, including all rights to collect royalties and proceeds in connection therewith, and all rights to sue and recover for past, present and future infringements, misappropriations or other violations of such Intellectual Property;

(m) all goodwill, payment intangibles and general intangible assets and rights of Sellers; and

(n) all Inventory, supplies, materials and spare parts of Sellers.

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

(a) any assets expressly excluded from the definition of Acquired Assets pursuant to Section 1.1;

(b) all Cash and Cash Equivalents, security and other deposits and cash collateral, prepaid amounts and all bank accounts;

(c) all Contracts of Sellers listed on Schedule 1.2(c) (the "Excluded Contracts");

(d) all Documents (i) to the extent they relate solely to any of the Excluded Assets or Excluded Liabilities; provided that Purchaser shall have the right to make copies of any portions of such documents, or (ii) that any Seller is required by Law to retain or is prohibited by Law from providing a copy thereof to Purchaser;

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

(f) (i) any preference or avoidance claims or actions arising under the Bankruptcy Code, (ii) any other rights, claims, actions, rights of recovery, rights of set-off and rights of recoupment as of the Closing of any Seller not relating to or arising against suppliers, vendors, merchants, manufacturers, or counterparties to any Assigned Contract, in each case, arising out of or relating to events occurring on or prior to the Closing Date and (iii) all claims or actions that any Seller may have against any Person with respect to any other Excluded Assets or any Excluded Liabilities;

(g) all director and officer insurance policies, and all rights and benefits of any of Sellers of any nature with respect thereto, including all insurance recoveries thereunder and rights to assert claims or actions with respect to any such insurance recoveries;

(h) Sellers' financial accounting books and records, corporate charter, minute and stock record books, income tax returns, corporate seal, checkbooks and canceled checks; provided that Purchaser shall have the right to make copies of any portions of such documents relating to the Acquired Assets;

(i) Sellers' rights under this Agreement, including the Purchase Price hereunder, or any agreement, certificate, instrument or other document executed and delivered between any Seller and Purchaser in connection with the transactions contemplated hereby, or any other agreement between any Seller and Purchaser entered into on or after the date hereof;

(j) any Tax refunds and all other Tax assets arising from or attributable to the Acquired Assets in a Pre-Closing Tax Period; and

(k) the properties and assets set forth on Schedule 1.2(k).

1.3 Assumption of Certain Liabilities. On the terms and subject to the conditions set forth in this Agreement and the Sale Order, effective as of the Closing, Purchaser shall assume from Sellers (and from and after the Closing pay, perform, discharge or otherwise satisfy in accordance with their respective terms), and Sellers shall irrevocably convey, transfer and assign to Purchaser, the following Liabilities (collectively, the "Assumed Liabilities"):

(a) all Liabilities and obligations of Sellers under the Assigned Contracts that become due from and after the Closing;

(b) all cure costs required to be paid pursuant to Section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts as finally determined by the Bankruptcy Court (the "Cure Costs");

(c) any Liabilities arising out of the conduct of the business or the ownership of the Acquired Assets, in each case, by Purchaser from and after the Closing Date;

(d) any open purchase orders arising out of the conduct of the business;

(e) all Liabilities relating to amounts required to be paid, or actions to be taken or to be omitted to be taken, by Purchaser under this Agreement;

(f) all Liabilities set forth on Schedule 1.3(f); and

(g) sponsorship of the Seller Plans.

Notwithstanding the foregoing and for the avoidance of doubt, Assumed Liabilities shall not include any Liability relating to or arising out of any violation of Law by, or any Action against, any Seller or any breach, default or violation by any Seller of or under any Assigned Contracts, other than the Cure Costs.

1.4 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, the Parties expressly acknowledge and agree that Purchaser shall not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for any Liabilities of Sellers or relating to the Acquired Assets, whether existing on the Closing Date or arising thereafter as a result of any act, omission or circumstances taking place prior to the Closing, other than the Assumed Liabilities (all such Liabilities that Purchaser is not assuming being referred to collectively herein as the “Excluded Liabilities”).

1.5 Assumption/Rejection of Certain Contracts.

(a) **Assumption and Assignment of Executory Contracts.** Sellers shall provide timely and proper written notice of the motion seeking entry of the Sale Order to all parties to any executory Contracts or unexpired Leases to which any Seller is a party that are Assigned Contracts and take all other actions necessary to cause such Contracts to be assumed by Sellers and assigned to Purchaser pursuant to Section 365 of the Bankruptcy Code to the extent that such Contracts are Assigned Contracts at the Bid Deadline. At the Closing, Sellers shall, pursuant to the Sale Order and the Assignment and Assumption Agreement(s), assume and assign to Purchaser (the consideration for which is included in the Purchase Price), all Assigned Contracts that may be assigned by any such Seller to Purchaser pursuant to Sections 363 and 365 of the Bankruptcy Code subject to provision by Purchaser of adequate assurance as may be required under Section 365 of the Bankruptcy Code and payment by Purchaser of the Cure Costs in respect of Assigned Contracts pursuant to and in accordance with Section 365 of the Bankruptcy Code and the Sale Order. At the Closing, Purchaser shall assume, and thereafter in due course and in accordance with its respective terms pay, fully satisfy, discharge and perform all of the obligations under each Assigned Contract pursuant to Section 365 of the Bankruptcy Code.

(b) **Non-Assignment.** Notwithstanding the foregoing, a Contract shall not be an Assigned Contract hereunder and shall not be assigned to, or assumed by, Purchaser to the extent that such Contract (i) is rejected by a Seller or terminated by a Seller or the other party thereto, or terminates or expires by its terms, on or prior to such time as it is to be assumed by Purchaser as an Assigned Contract hereunder and is not continued or otherwise extended upon assumption or (ii) requires a Consent or Governmental Authorization (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Purchaser of the applicable Seller’s rights under such Contract, and such Consent or Governmental Authorization has not been obtained prior to such time as it is to be assumed by Purchaser as an Assigned

Contract hereunder. In addition, a Permit shall not be assigned to, or assumed by, Purchaser to the extent that such Permit requires a Consent or Governmental Authorization (other than, and in addition to, that of the Bankruptcy Court) in order to permit the sale or transfer to Purchaser of the applicable Seller's rights under such Permit, and no such Consent or Governmental Authorization has been obtained prior to the Closing.

ARTICLE II

CONSIDERATION; PAYMENT; CLOSING

2.1 Consideration; Payment.

(a) The aggregate consideration (the "Purchase Price") to be paid by Purchaser for the purchase of the Acquired Assets shall be: (i) the assumption of Assumed Liabilities and (ii) a cash payment of \$[●] (the "Cash Payment").

(b) At the Closing, Purchaser shall deliver, or cause to be delivered, to the Company the Cash Payment less the Deposit (the "Closing Date Payment"). The Closing Date Payment and any payment required to be made pursuant to any other provision hereof shall be made in cash by wire transfer of immediately available funds to such bank account as shall be designated in writing by the applicable Party at least two (2) Business Days prior to the date such payment is to be made.

2.2 Deposit.

(a) The Company and Purchaser have entered into an escrow agreement (the "Escrow Agreement") with [] (the "Escrow Agent"), and Purchaser has made an earnest money deposit (the "Deposit") into escrow with the Escrow Agent in an amount in cash equal to 10% of the Cash Payment by wire transfer of immediately available funds pursuant to the terms of the Escrow Agreement on the date hereof. The Deposit shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any Seller or Purchaser and shall be applied against payment of the Purchase Price on the Closing Date.

(b) If this Agreement is terminated by the Company pursuant to Section 8.1(f) or 8.1(h) (or by Purchaser pursuant to Section 8.1(b), 8.1(c), 8.1(d) or 8.1(e), in each case, in circumstances where the Company would be entitled to terminate this Agreement pursuant to Section 8.1(f) or 8.1(h)), then the Company shall retain the Deposit.

(c) If this Agreement is terminated by any Party, other than as contemplated by Section 2.2(b), then the Deposit shall be returned to Purchaser within five (5) Business Days after such termination.

(d) In the event the Deposit becomes payable to Purchaser or the Company pursuant to Section 2.2(b) or 2.2(c), the Parties agree to provide joint written instructions to the Escrow Agent instructing the Escrow Agent to disburse the Deposit to Purchaser or the Company, as applicable, by wire transfer of immediately available funds to an account designated by Purchaser or the Company, as applicable, in accordance with the Escrow Agreement. The Parties agree that the Company's right to retain the Deposit, as set forth herein,

is not a penalty, but rather is liquidated damages in a reasonable amount that will compensate Sellers for their respective efforts and resources expended and the opportunities forgone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby, which amount would otherwise be impossible to calculate with precision.

2.3 Closing. The closing of the purchase and sale of the Acquired Assets, the delivery of the Purchase Price and the assumption of the Assumed Liabilities (the “Closing”) will take place by telephone conference and electronic exchange of documents (or, if the parties agree to hold a physical closing, at the offices of Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois 60654) at 10:00 a.m. Central Time on the second (2nd) Business Day following full satisfaction or due waiver (by the Party entitled to the benefit of such condition) of the closing conditions set forth in Article VII (other than conditions that by their terms or nature are to be satisfied at the Closing), or at such other place and time as the Parties may agree. The date the Closing occurs is referred to as the “Closing Date.”

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

- (a) a bill of sale substantially in the form of Exhibit A (the “Bill of Sale”) duly executed by Sellers;
- (b) an assignment and assumption agreement substantially in the form of Exhibit B (the “Assignment and Assumption Agreement”) duly executed by Sellers;
- (c) stock powers or similar instruments of transfer, duly executed by the applicable Seller, transferring all of the capital stock or other equity interests of the Non-Debtor Subsidiaries to Purchaser (it being understood that such instruments will be prepared to address only the requirements under applicable Law local to the jurisdiction of organization of each such Non-Debtor Subsidiary and only to the extent necessary to effect and make enforceable vis-à-vis third parties the transfer to Purchaser of the legal and beneficial title to such capital stock or other equity interests and shall not require any Seller to make any representations, warranties or covenants, express or implied;
- (d) a copy of the Sale Order, as entered by the Bankruptcy Court; and
- (e) an officer’s certificate, dated as of the Closing Date, executed by a duly authorized officer of the Company certifying that the conditions set forth in Sections 7.3(b) and 7.3(c) have been satisfied.

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

- (a) the Purchase Price, in the form of the Closing Date Payment;
- (b) the Assignment and Assumption Agreement, duly executed by Purchaser;

(c) to the extent required by the requirements under applicable Law local to the jurisdiction of organization of each such Non-Debtor Subsidiary, the instruments contemplated by Section 2.4(c), duly executed by Purchaser; and

(d) an officer's certificate, dated as of the Closing Date, executed by a duly authorized officer of Purchaser certifying that the conditions set forth in Sections 7.3(a) and 7.3(b) have been satisfied.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLERS

Except as set forth in the Schedules delivered by the Company concurrently herewith and Sections 6.7(a) and 10.10, Sellers represent and warrant to Purchaser as follows as of the date hereof and as of the Closing Date.

3.1 Organization and Qualification. Each of the Company and its Subsidiaries (a) is an entity duly incorporated or organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, as applicable, (b) has all requisite power and authority to own and operate its properties and to carry on its businesses as now conducted, subject to the provisions of the Bankruptcy Code, and (c) is qualified to do business and is in good standing (or its equivalent) in every jurisdiction in which its ownership of property or the conduct of its business as now conducted requires it to qualify, except where the failure to be so qualified would not reasonably be expected to have a Material Adverse Effect.

3.2 Authorization of Agreement. The execution, delivery and performance of this Agreement by each Seller, and the consummation by such Seller of the transactions contemplated hereby, subject to requisite Bankruptcy Court approvals, have been duly and validly authorized by all requisite corporate or similar organizational action, and no other corporate or similar organizational proceedings on its part are necessary to authorize the execution, delivery or performance of this Agreement by such Seller. Subject to requisite Bankruptcy Court approvals, this Agreement has been duly and validly executed and delivered by such Seller, and, assuming this Agreement is a valid and binding obligation of Purchaser, this Agreement constitutes a valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, except as limited by the application of bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other Laws relating to or affecting creditors' rights or general principles of equity (whether considered in a proceeding in equity or at law) (the "Enforceability Exceptions").

3.3 Conflicts; Consents.

(a) Except as set forth on Schedule 3.3(a) and assuming that (w) requisite Bankruptcy Court approvals are obtained, (x) the notices, authorizations, approvals, Orders, permits or consents set forth on Schedule 3.3(b) are made, given or obtained, as applicable,

(y) the requirements of the HSR Act and any Foreign Competition Laws² are complied with and
 (z) any filings required by any applicable federal or state securities or “blue sky” Laws are made, the execution, delivery and performance by Sellers of this Agreement and the consummation by Sellers of the transactions contemplated hereby, do not: (i) violate the certificate of formation, limited liability company agreement or equivalent organizational documents of the Company or any of its Subsidiaries; (ii) violate any Law applicable to the Company or any of its Subsidiaries or by which any property or asset of the Company or any of its Subsidiaries is bound; or (iii) result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, create in any party thereto the right to terminate or cancel, or require any consent under, or result in the creation or imposition of any Encumbrance (other than a Permitted Encumbrance) on any property or asset of the Company or any of its Subsidiaries under, any Lease or Contract listed on Schedule 3.9(a), except, in each case, for any such violations, breaches, defaults or other occurrences that are not material to the Company and its Subsidiaries taken as a whole.

(b) Except as set forth on Schedule 3.3(b), Sellers are not required to file, seek or obtain any notice, authorization, approval, Order, permit or consent of or with any Governmental Body in connection with the execution, delivery and performance by Sellers of this Agreement or the consummation by Sellers of the transactions contemplated hereby, except (i) requisite Bankruptcy Court approvals, (ii) any filings required to be made under the HSR Act and any Foreign Competition Laws, (iii) such filings as may be required by any applicable federal or state securities or “blue sky” Laws, (iv) where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, is not material to the Company and its Subsidiaries taken as a whole or (v) as may be necessary as a result of any facts or circumstances relating to Purchaser or any of its Affiliates.

3.4 Equity Interests of Non-Debtors Subsidiaries. The authorized and outstanding capital stock or other equity interests of each of the Subsidiaries of the Company, other than Sellers (such Subsidiaries, the “Non-Debtors Subsidiaries”), are as set forth on Schedule 3.4. All of the outstanding capital stock or other equity interests of the Non-Debtors Subsidiaries have been validly issued. Except as set forth in the first sentence of this Schedule 3.4, there are no outstanding options, warrants, convertible or exchangeable securities, “phantom” stock rights, stock appreciation rights, stock-based performance units, rights to subscribe to, purchase rights, calls or commitments made by the Non-Debtors Subsidiaries relating to the issuance, purchase, sale or repurchase of any capital stock or other equity interests issued by the Non-Debtors Subsidiaries containing any equity features, or contracts, commitments, understandings or arrangements by which any of the Non-Debtors Subsidiaries is bound to issue, deliver or sell, or cause to be issued, delivered or sold, additional capital stock or other equity interests, or options, warrants, rights to subscribe to, purchase rights, calls or commitments made by the Non-Debtors Subsidiaries relating to any capital stock or other equity interests of the Non-Debtors Subsidiaries. Except as set forth on Schedule 3.4, the Company or one or more of the other Sellers own all of

² NTD: Based on Seller international revenues, but subject to Purchaser revenues and locations, Foreign Competition Law filings may be required in German, Hungary, Mexico, Poland, South Africa and/or Turkey. Purchaser to confirm.

the outstanding capital stock or other equity interests of the Non-Debtor Subsidiaries free and clear of all Encumbrances other than Permitted Encumbrances.

3.5 Financial Statements. Attached to Schedule 3.5 are: (a) the Company's unaudited consolidated balance sheet as of July 31, 2017 (the "Latest Balance Sheet") and the related statement of income and cash flows for the seven (7) month period then ended, and (b) the Company's audited consolidated balance sheet as of, and the related statements of income and cash flows for the fiscal years ended, December 31, 2015 and December 31, 2016 (collectively, the "Financial Statements"). Except as set forth on Schedule 3.5, the Financial Statements have been prepared, in each case, in conformity in all material respects with GAAP consistently applied and present fairly in all material respects, in accordance with GAAP consistently applied, the consolidated financial condition and results of operations of the Company and its Subsidiaries as of the dates and for the periods referred to therein, except as may be indicated in the notes thereto and subject, in the case of the unaudited financial statements, to (y) the absence of footnote disclosures and other presentation items and (z) changes resulting from normal year-end adjustments (which are expected to be consistent with past practice).

3.6 Absence of Certain Developments. Except as set forth on Schedule 3.6, from the date of the Latest Balance Sheet until the date hereof, there has not occurred a Material Adverse Effect. Without limiting the generality of the foregoing, except (x) for the solicitation of, discussions and negotiations with, presentations and provision of other diligence to and similar engagement with other potential bidders for the Acquired Assets, the negotiation and execution of this Agreement, (y) for the preparation and commencement of the Bankruptcy Case and Sellers' debtor-in-possession financing in the Bankruptcy Case or (z) as set forth on Schedule 3.6 or as expressly contemplated by this Agreement, from the date of the Latest Balance Sheet until the date hereof, neither the Company nor any of its Subsidiaries has:

- (a) amended or modified the certificate of incorporation, bylaws (or other organizational or governance documents) of any Non-Debtor Subsidiary;
- (b) issued or sold any capital stock or other equity interests of any Non-Debtor Subsidiary or any options, warrants, convertible or exchangeable securities, subscriptions, rights, stock appreciation rights, calls or commitments with respect to the capital stock or other equity interests of any Non-Debtor Subsidiary or granted phantom stock or other similar rights with respect to the capital stock or other equity interests of any Non-Debtor Subsidiary;
- (c) announced, implemented or effected any reduction-in-force, lay off or other program resulting in the termination of employment of employees, in each case, that is material to the Company and its Subsidiaries taken as a whole;
- (d) (i) made or granted any material cash compensation increase to any former or current employee receiving (before or after such increase) base compensation in excess of \$200,000 per annum, except in the Ordinary Course or pursuant to agreements listed on Schedule 3.9, or (ii) increased the benefit under any Seller Plan, adopted any new Seller Plan or terminated any existing Seller Plan, except for increases in benefits under existing Seller Plans in

the Ordinary Course and except as approved by the Bankruptcy Court with respect to Sellers generally;

(e) adopted a plan of liquidation, dissolution, merger, consolidation or other reorganization, other than in the Bankruptcy Case;

(f) made any change in its accounting methods, principles or practices that would be material to the Company and its Subsidiaries taken as a whole, except as may be required by GAAP, the Code, applicable Law or the commencement of the Bankruptcy Case;

(g) made any acquisition of all or substantially all of the assets, properties, capital stock or business of any other Person, whether by merger, stock or asset purchase; or

(h) agreed or committed in writing to do any of the foregoing.

3.7 Title to Properties.

(a) Schedule 3.7(a) contains a list of all real property leased by the Company and its Subsidiaries (the “Leased Real Property”) and the agreements pursuant to which such Leased Real Property is leased (the “Leases”). Except as set forth on Schedule 3.7(a), subject to requisite Bankruptcy Court approvals, and assumption by the applicable Seller of the applicable Lease in accordance with applicable Law (including satisfaction of any applicable Cure Costs) and except as a result of the commencement of the Bankruptcy Case, the Company or its Subsidiaries have a valid leasehold estate in all Leased Real Property, free and clear of all Encumbrances, other than Permitted Encumbrances. The Company has made available to Purchaser a correct and complete copy of each of the Leases (including all amendments thereto).

(b) Except as set forth on Schedule 3.7(b), (the “Owned Real Property”), neither the Company nor any of its Subsidiaries owns any real property. Neither the Company nor its Subsidiaries is a party to any agreement or option to purchase any real property or interest therein.

(c) Subject to requisite Bankruptcy Court approvals, and assumption by the applicable Seller of the applicable Contract in accordance with applicable Law (including satisfaction of any applicable Cure Costs) and except as a result of the commencement of the Bankruptcy Case, the Company and its Subsidiaries own good title to, or hold a valid leasehold interest in, all of the material tangible property necessary in the conduct of their business as now conducted, free and clear of all Encumbrances, except for Permitted Encumbrances, other than any failure to own or hold such tangible property that is not material to the Company and its Subsidiaries taken as a whole.

(d) The inventories of Sellers are in good and marketable condition and are saleable in the Ordinary Course.

3.8 Insurance. Schedule 3.8 lists, as of the date hereof, each material insurance policy maintained by the Company and its Subsidiaries on their properties, assets, products, business or personnel. With respect to each such insurance policy and except as a result of the commencement of the Bankruptcy Case or except as would not reasonably be expected to be

material to the Company and its Subsidiaries taken as a whole: (a) the policy is legal, valid, binding, enforceable on the Company or its Subsidiaries, as applicable, and in full force and effect, and all premiums with respect thereto covering all periods up to and including the date hereof have been paid, and no notice of cancellation, termination or denial of coverage for any material claim has been received with respect to any such insurance policy and (b) none of the Company and its Subsidiaries has received a notice of non-renewal from any of its insurers.

3.9 Contracts.

(a) Except as set forth on Schedule 3.9(a), none of the Company or any of its Subsidiaries is a party to any:

(i) collective bargaining agreement with any labor union;

(ii) agreement for the employment of any officer, individual employee or other person on a full-time or consulting basis providing for base compensation in excess of \$200,000 per annum that is not terminable by the Company or such Subsidiary upon notice of sixty (60) days or less for a cost of \$200,000 or less;

(iii) agreement under which the Company or any of its Subsidiaries has borrowed any money or issued any note, indenture or other evidence of similar indebtedness or guaranteed such indebtedness of others (other than intercompany indebtedness among the Company and its Subsidiaries, guarantees of indebtedness of the Company or any of its Subsidiaries, endorsements for the purpose of collection or purchases of equipment or materials made under conditional sales agreements, in each case in the Ordinary Course), in each case, having an outstanding principal amount in excess of \$1,500,000;

(iv) lease or other agreement under which the Company or any of its Subsidiaries is lessee of, or holds or operates any personal property owned by any third party, for which the annual rental exceeds \$250,000 that is not terminable by the Company or such Subsidiary upon notice of sixty (60) days or less for a cost of \$250,000 or less;

(v) lease or other agreement under which the Company or any of its Subsidiaries is lessor of or permits any third party to hold or operate any property, real or personal, for which the annual rental exceeds \$200,000 that is not terminable by the Company or such Subsidiary upon notice of sixty (60) days or less for a cost of \$200,000 or less;

(vi) agreement or group of related agreements with the same party for the purchase of products or services, in either case, under which the aggregate undelivered balance of such products and services has a selling price in excess of \$200,000 and which is not terminable by the Company or such Subsidiary upon notice of sixty (60) days or less for a cost of \$200,000 or less;

(vii) agreement that materially prohibits the Company or any of its Subsidiaries from freely engaging in business anywhere in the world;

(viii) agreement relating to any acquisition or disposition by the Company of any business (whether by asset or stock purchase or otherwise) or any merger, consolidation or similar business combination transaction, in each case, pursuant to which the Company has an outstanding obligation to pay any purchase price thereunder or other material obligation;

(ix) agreement that involves any take-or-pay or requirements arrangement other than in the Ordinary Course;

(x) agreement relating to any joint venture, partnership or strategic alliance; or

(xi) agreement in writing to enter into any of the foregoing.

(b) Subject to requisite Bankruptcy Court approvals, and assumption by the applicable Seller of the applicable Contract in accordance with applicable Law (including satisfaction of any applicable Cure Costs) and except as a result of the commencement of the Bankruptcy Case, each of the agreements listed on Schedule 3.9(a) and each of the Leases is in full force and effect and is a valid, binding and enforceable obligation of the Company and its Subsidiaries and, to the knowledge of the Company, each of the other parties thereto, except as may be limited by the Enforceability Exceptions. Except as set forth on Schedule 3.9(b), as a result of the commencement of the Bankruptcy Case or as would not reasonably be expected to be material to the Company and its Subsidiaries taken as a whole, neither the Company nor any of its Subsidiaries, as applicable, is in material default, or is alleged in writing by the counterparty thereto to have breached or to be in material default, under any Lease or agreement listed on Schedule 3.9(a), and, to the knowledge of the Company, the other party to each Lease or each of the agreements listed on Schedule 3.9(a) is not in material default thereunder. The Company has made available to Purchaser complete and correct copies of all agreements required to be listed on Schedule 3.9(a) and all Leases, each as amended to the date hereof. None of the agreements listed on Schedule 3.9(a) or any of the Leases has been canceled or otherwise terminated, and neither the Company, nor its Subsidiaries, has received any written notice from any Person regarding any such cancellation or termination.

3.10 Litigation. Except as set forth on Schedule 3.10 and other than the Bankruptcy Case, there are no actions, suits or proceedings pending against or by the Company or any of its Subsidiaries, at law or in equity, or before or by any Governmental Body, other than any action, suit, proceeding or Order where no injunctive or equitable relief is sought and where the monetary damages are covered by insurance or would not reasonably be expected to be material to the Company and its Subsidiaries taken as a whole.

3.11 Permits; Compliance with Laws. Except as set forth on Schedule 3.11:

(a) Each of the Company and its Subsidiaries holds and is in compliance, in all material respects, with all permits, certificates, licenses, approvals, registrations and authorizations that are material to the Company and its Subsidiaries taken as a whole and required in connection with the conduct of its business under Laws (the “Permits”). All of the Permits are valid and in full force and effect; and

(b) The Company and its Subsidiaries are, and have been during the prior two (2) years, in compliance, in all material respects, with all applicable Laws that are, in each case, material to the Company and its Subsidiaries taken as a whole, and during the prior two (2) years neither the Company nor any of its Subsidiaries has received any written notice of any action or proceeding against it alleging any failure to comply in any material respect with any such Laws. No investigation by any Government Body with respect to the Company or any of its Subsidiaries is pending or, to the Company's knowledge, threatened, and during the prior two (2) years neither the Company nor any of its Subsidiaries has received any written notice of any such investigation, except, in each case, for any such investigation that would not reasonably be expected to be material to the Company and its Subsidiaries taken as a whole.

3.12 Environmental Matters. Except as set forth on Schedule 3.12:

(a) The Company and each of its Subsidiaries are, and have been during the prior two (2) years, in compliance in all material respects with all applicable Environmental Laws, which compliance has included obtaining and maintaining all permits, licenses and authorizations required under applicable Environmental Laws that are material to the operations of the Company and its Subsidiaries taken as a whole as currently conducted;

(b) Neither the Company nor any of its Subsidiaries has during the prior two (2) years received written notice from any Governmental Body regarding any actual or alleged violation of or liability under Environmental Laws that is material to the Company and its Subsidiaries taken as a whole; and

(c) To the knowledge of the Company, no Hazardous Substance has been released at any Leased Real Property or Owned Real Property by the Company or its Subsidiaries in violation of any Environmental Law, except for such release or violation that is not material to the Company and its Subsidiaries taken as a whole.

3.13 Intellectual Property.

(a) Schedule 3.13(a) sets forth a list of all Intellectual Property that is registered or issued under the authority of any Governmental Body, and all applications for such registration and issuance of Intellectual Property, in each case that is owned by the Company or one or more of its Subsidiaries (collectively, "Company Intellectual Property"). Except as set forth on Schedule 3.13(a), the Company or one or more of its Subsidiaries owns the material Company Intellectual Property, free and clear of all Encumbrances, other than Permitted Encumbrances.

(b) To the knowledge of the Company, neither the Company's nor any of its Subsidiaries' respective businesses infringes, misappropriates or otherwise violates any Intellectual Property of any third party, except for such infringement, misappropriation or violation that is not material to the Company and its Subsidiaries taken as a whole.

(c) To the knowledge of the Company, no third party is currently infringing, misappropriating or otherwise violating any Intellectual Property owned by the Company or any of its Subsidiaries. The Company and its Subsidiaries have used efforts that are reasonable under the circumstances to maintain the secrecy of material trade secrets owned by the Company and

its Subsidiaries, except for such failure to use such efforts that is not material to the Company and its Subsidiaries taken as a whole.

(d) To the knowledge of the Company, all of the issued patents and registered trademarks that constitute material Company Intellectual Property are valid, subsisting and enforceable.

3.14 Tax Matters.

(a) (i) All material Tax Returns required to be filed pursuant to the Code or applicable state, local or non-U.S. tax Laws by or on behalf of the Sellers have been timely filed and such Tax Returns are complete and accurate in all material respects, (ii) all material Taxes payable by or with respect to the Sellers (whether or not shown to be due on such Tax Returns) have been paid in full by the due date thereof, (iii) as of the date hereof, no material claims have been asserted in writing with respect to any such Taxes by any taxing authority and (iv) as of the date hereof, no material Encumbrance for Taxes (other than any Encumbrance for Taxes that is a Permitted Encumbrance) with respect to the assets of the Sellers have been filed or proposed in writing.

(b) (i) Sellers have timely paid all Taxes which have been required to be paid on or prior to the date hereof, the non-payment of which would result in a material Encumbrance for Taxes (other than a statutory lien for current Taxes not yet due and payable or which are being contested in good faith) on any Acquired Asset and (ii) Sellers have established, in accordance with GAAP applied on a basis consistent with that of preceding periods, adequate reserves for the payment of, and will timely pay, all material Taxes which arise from or with respect to the Acquired Assets and are incurred or attributable to the Pre-Closing Tax Period, the non-payment of which would result in a Encumbrance for Taxes (other than a Encumbrance for Taxes that is a Permitted Encumbrance) on any Acquired Asset.

3.15 Seller Plans.

(a) Except as set forth on Schedule 3.15(a), neither the Company nor any of its Subsidiaries maintains or contributes to any (i) nonqualified deferred compensation or retirement plans, (ii) qualified “defined contribution plans” (as such term is defined under Section 3(34) of ERISA), (iii) qualified “defined benefit plans” (as such term is defined under Section 3(35) of ERISA) (the plans set forth in (ii) and (iii) are collectively referred to herein as the “Pension Plans”), (iv) “welfare benefit plans” (as such term is defined under Section 3(1) of ERISA) (the “Welfare Plans”) or (v) severance, incentive or bonus, stock purchase, stock option or equity incentive or any other material employee benefit plans, programs or arrangements (collectively, the “Seller Plans”).

(b) Each Pension Plan that is intended to meet the requirements of a “qualified plan” under Section 401(a) of the Code, has either (i) received a favorable determination letter from the Internal Revenue Service that such Pension Plan is so qualified or has requested such a favorable determination letter within the remedial amendment period of Section 401(b) of the Code or (ii) may rely on a favorable opinion letter issued by the Internal Revenue Service.

(c) The Seller Plans comply in form and in operation in all material respects with their terms and applicable Laws, including the requirements of the Code and ERISA, except as would not reasonably be expected to be material to the Company and its Subsidiaries taken as a whole.

(d) With respect to the Seller Plans, (i) all material contributions required to be made by the Company or any of its Subsidiaries have been made or properly accrued, (ii) there are no actions, suits or claims pending or, to the Company's knowledge, overtly threatened that are material to the Company and its Subsidiaries taken as a whole other than routine claims for benefits and (iii) to the Company's knowledge, there have been no non-exempt "prohibited transactions" (as that term is defined in Section 406 of ERISA or Section 4975 of the Code) that are material to the Company and its Subsidiaries taken as a whole.

3.16 Employees. Except as set forth on Schedule 3.16:

(a) To the knowledge of the Company, the Company and its Subsidiaries are in compliance in all material respects with all applicable Laws relating to the employment of labor, including provisions thereof relating to wages, hours, equal opportunity, collective bargaining, layoffs, immigration compliance and the payment and withholding of social security and other Taxes, except for such non-compliance that is not material to the Company and its Subsidiaries taken as a whole. There are no administrative charges or court complaints pending or, to the Company's knowledge, threatened against the Company or any of its Subsidiaries before the U.S. Equal Employment Opportunity Commission or any other Government Body concerning alleged employment discrimination or any other matters relating to the employment of labor, in each case, that would reasonably be expected to be material to the Company and its Subsidiaries taken as a whole; and

(b) There is no unfair labor practice charge or complaint pending or, to the Company's knowledge, threatened against the Company before the National Labor Relations Board or any similar foreign, state or local body. To the knowledge of the Company, during the prior two (2) years, the Company has not experienced any union organizing or decertification activities, work stoppage, slowdowns or other material labor disputes, and, to the knowledge of the Company, no such activities or disputes are underway or threatened. There is no material grievance or arbitration proceeding pending.

3.17 Affiliate Transactions. Except as set forth on Schedule 3.17, to the knowledge of the Company, no Affiliate of the Company (other than any Seller or any of their Subsidiaries), or any officer or director of the Company or any of its Subsidiaries (a) is a party to any agreement or transaction with the Company or its Subsidiaries having a potential or actual value or a contingent or actual liability exceeding \$250,000, other than (i) loans and other extensions of credit to directors and officers of the Company and its Subsidiaries for travel, business or relocation expenses or other employment-related purposes in the Ordinary Course, (ii) employment arrangements and (iii) the Seller Plans, (b) has any material interest in any material property used by the Company or its Subsidiaries or (c) owns, directly or indirectly, any controlling interest in any Person that is, or is engaged in business as, a material supplier or customer of the Company or any of its Subsidiaries.

3.18 Brokers. Except as set forth on Schedule 3.18, there is no investment banker, broker, finder or other such intermediary that has been retained by, or has been authorized to act on behalf of, the Company or any of its Subsidiaries and is entitled to a fee or commission in connection with the transactions contemplated by this Agreement from the Company or any of its Subsidiaries.

3.19 No Other Representations or Warranties. Except for the representations and warranties expressly made by Sellers to Purchaser in this Article III, (as qualified by the Schedules and in accordance with the express terms and conditions (including limitations and exclusions) of this Agreement) (the “Express Representations”) (it being understood that Purchaser and the Purchaser Group have relied only on such Express Representations), Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that neither any Seller nor any other Person on behalf of any Seller makes, and neither Purchaser nor any member of the Purchaser Group has relied on, the accuracy or completeness of any express or implied representation or warranty with respect to the Company or any of its Subsidiaries, the Acquired Assets or the Assumed Liabilities or with respect to any statement or information of any nature made or provided by any Person (including the Confidential Information Memorandum prepared by Lazard Middle Market LLC (the “Information Presentation”), any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in that certain datasite administered by [_____] (the “Dataroom”) or elsewhere, or Projections) on behalf of any Seller or any of its Affiliates or Advisors to Purchaser or any of its Affiliates or Advisors. Without limiting the foregoing, neither any Seller nor any other Person will have or be subject to any liability whatsoever to Purchaser, or any other Person, resulting from the distribution to Purchaser or any of its Affiliates or Advisors, or Purchaser’s or any of its Affiliates’ or Advisors’ use of or reliance on, any such information, including the Information Presentation, any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in the Dataroom or elsewhere, Projections or otherwise in expectation of the transactions contemplated by this Agreement or any discussions with respect to any of the foregoing information.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to the Company as follows as of the date hereof and as of the Closing Date.

4.1 Organization and Qualification. Purchaser (a) is an entity duly incorporated or organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or organization, as applicable, (b) has all requisite power and authority to own and operate its properties and to carry on its businesses as now conducted and (c) is qualified to do business and is in good standing (or its equivalent) in every jurisdiction in which its ownership of property or the conduct of its business as now conducted requires it to qualify, except where the failure to be so qualified would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Purchaser’s ability to consummate the transactions contemplated hereby.

4.2 Authorization of Agreement. The execution, delivery and performance of this Agreement by Purchaser, and the consummation by Purchaser of the transactions contemplated hereby, have been duly and validly authorized by all requisite corporate or similar organizational action, and no other corporate or similar organizational proceedings on its part are necessary to authorize the execution, delivery or performance of this Agreement by Purchaser. This Agreement has been duly and validly executed and delivered by Purchaser, and, assuming this Agreement is a valid and binding obligation of Sellers, this Agreement constitutes a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as limited by the Enforceability Exceptions.

4.3 Conflicts; Consents.

(a) Assuming that (y) the requirements of the HSR Act and any Foreign Competition Laws are complied with and (z) any filings required by any applicable federal or state securities or “blue sky” Laws are made, the execution, delivery and performance by Purchaser of this Agreement and the consummation by Purchaser of the transactions contemplated hereby, do not: (i) violate the certificate of formation, limited liability company agreement or equivalent organizational documents of Purchaser; (ii) violate any Law applicable to Purchaser or by which any property or asset of Purchaser is bound; or (iii) result in any breach of, constitute a default (or an event that, with notice or lapse of time or both, would become a default) under, create in any party thereto the right to terminate or cancel, or require any consent under, or result in the creation or imposition of any Encumbrance on any property or asset of Purchaser under, any Lease or Contract; except, in each case, for any such violations, breaches, defaults or other occurrences that would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the ability of Purchaser to consummate the transactions contemplated hereby.

(b) Purchaser is not required to file, seek or obtain any notice, authorization, approval, Order, permit or consent of or with any Governmental Body in connection with the execution, delivery and performance by Purchaser of this Agreement or the consummation by Purchaser of the transactions contemplated hereby, except (i) any filings required to be made under the HSR Act and Foreign Competition Laws, (ii) such filings as may be required by any applicable federal or state securities or “blue sky” Laws, or (iii) where failure to obtain such consent, approval, authorization or action, or to make such filing or notification, would not, individually or in the aggregate, reasonably be expected to prevent or materially delay the ability of Purchaser to consummate the transactions contemplated hereby.

4.4 Financing. Purchaser has, and will have at the Closing, sufficient funds in an aggregate amount necessary to pay the Purchase Price, to perform the Assumed Liabilities as they become due in accordance with their terms and to consummate all of the other transactions contemplated by this Agreement.

4.5 Brokers. Except for [REDACTED], all of whose fees and expenses will be borne solely by Purchaser, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of Purchaser that might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

4.6 No Litigation. There are no Actions pending or, to Purchaser's knowledge, threatened against or affecting Purchaser that will adversely affect Purchaser's performance under this Agreement or the consummation of the transactions contemplated by this Agreement.

4.7 Investment Representation; Investigation. Purchaser is acquiring the capital stock or other equity interests of the Non-Debtor Subsidiaries for its own account with the present intention of holding such securities for investment purposes and not with a view to, or for sale in connection with, any distribution of such securities in violation of any federal or state securities Laws. Purchaser is an "accredited investor" within the meaning of Regulation D promulgated pursuant to the Securities Act of 1933. Purchaser is knowledgeable about the industries in which the Company and its Subsidiaries operate and is capable of evaluating the merits and risks of the transactions contemplated by this Agreement and is able to bear the substantial economic risk of such investment for an indefinite period of time. Purchaser has been afforded full access to the books and records, facilities and personnel of the Company and its Subsidiaries for purposes of conducting a due diligence investigation and has conducted a full due diligence investigation of the Company and its Subsidiaries.

4.8 No Additional Representations or Warranties. Except for the representations and warranties contained in this Article IV, each Seller acknowledges that neither Purchaser nor any other Person on behalf of Purchaser makes any other express or implied representation or warranty with respect to Purchaser or with respect to any other information provided to any Seller by Purchaser.

4.9 No Outside Reliance. Notwithstanding anything contained in this Article IV or any other provision of this Agreement to the contrary, Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that the Express Representations are the sole and exclusive representations, warranties and statements of any kind made to Purchaser or any member of the Purchaser Group and on which Purchaser and the Purchaser Group may rely in connection with the transactions contemplated by this Agreement. Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that all other representations, warranties and statements of any kind or nature expressed or implied, whether in written, electronic or oral form, including (a) the completeness or accuracy of, or any omission to state or to disclose, any information (other than solely to the extent expressly set forth in the Express Representations) including in the Information Presentation, the Dataroom, any Projections, meetings, calls or correspondence with management of the Company and its Subsidiaries, or any other Person on behalf of the Company, its Subsidiaries or any of their respective Affiliates or Advisors and (b) any other statement relating to the historical, current or future business, financial condition, results of operations, assets, Liabilities, properties, contracts, and prospects of the Company or any of its Subsidiaries, or the quality, quantity or condition of the Company's or its Subsidiaries' assets (including the Acquired Assets), are, in each case specifically disclaimed by Sellers and that neither Purchaser nor any member of the Purchaser Group has relied on any such representations, warranties or statements. Purchaser acknowledges, on its own behalf and on behalf of the Purchaser Group, that it has conducted to its full satisfaction an independent investigation and verification of the business, financial condition, results of operations, assets, liabilities, properties, contracts and prospects of the Company and its Subsidiaries and the Acquired Assets and Assumed Liabilities, and, in making its determination to proceed with the transactions contemplated by this Agreement, Purchaser has relied solely on

the results of the Purchaser Group's own independent investigation and verification, and has not relied on, is not relying on, and will not rely on, any Seller, any Subsidiary, the Information Presentation, any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in the Dataroom or otherwise, Projections or any information, statements, disclosures or materials, in each case, whether written or oral, made or provided by, or as part of, any of the foregoing or the Company, its Subsidiaries or any of their respective Affiliates or Advisors, or any failure of any of the foregoing to disclose or contain any information, except for the Express Representations (it being understood that Purchaser and the Purchaser Group have relied only on the Express Representations).

ARTICLE V

BANKRUPTCY COURT MATTERS

5.1 Auction Matters.

(a) As required by the Bidding Procedures Order, if an Auction is conducted, and Purchaser is not the prevailing party at the conclusion of such Auction (such prevailing party, the "Successful Bidder") but is the next highest bidder at the Auction, Purchaser shall be required to serve as a back-up bidder (the "Backup Bidder") and keep Purchaser's bid to consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may be revised in the Auction) open and irrevocable until this Agreement is otherwise terminated. If the Successful Bidder fails to consummate the applicable Alternative Transaction as a result of a breach or failure to perform on the part of such Successful Bidder, the Backup Bidder will be deemed to have the new prevailing bid, and the Company may consummate the transactions contemplated by this Agreement on the terms and conditions set forth in this Agreement (as the same may have been improved upon in the Auction).

(b) The Company shall promptly serve true and correct copies of the Sale Motion and all related pleadings in accordance with the Bidding Procedures Order, the Bankruptcy Code, the Bankruptcy Rules and any other applicable Order of the Bankruptcy Court.

5.2 Cure Costs. Subject to entry of the Sale Order, Purchaser shall, on or prior to the Closing, pay the Cure Costs and cure any and all other defaults and breaches under the Assigned Contracts so that such Contracts may be assumed by the applicable Seller and assigned to Purchaser in accordance with the provisions of Section 365 of the Bankruptcy Code and this Agreement. The Company agrees that it will promptly take such actions as are reasonably necessary to obtain a Final Order of the Bankruptcy Court providing for the assumption and assignment of such Contracts.

5.3 Sale Order. The Sale Order shall, among other things, (a) approve, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, (i) the execution, delivery and performance by Sellers of this Agreement, (ii) the sale of the Acquired Assets to Purchaser on the terms set forth herein and free and clear of all Encumbrances (other than Encumbrances included in the

Assumed Liabilities and Permitted Encumbrances), and (iii) the performance by Sellers of their respective obligations under this Agreement; (b) authorize and empower Sellers to assume and assign to Purchaser the Assigned Contracts; (c) find that Purchaser is a “good faith” buyer within the meaning of Section 363(m) of the Bankruptcy Code, not a successor to any Seller and grant Purchaser the protections of Section 363(m) of the Bankruptcy Code; (e) find that Purchaser shall have no Liability or responsibility for any Liability or other obligation of any Seller arising under or related to the Acquired Assets other than as expressly set forth in this Agreement, including successor or vicarious Liabilities of any kind or character, including any theory of antitrust, environmental, successor or transferee Liability, labor law, de facto merger or substantial continuity; and (f) find that Purchaser shall have no Liability for any Excluded Liability. Purchaser agrees that it will promptly take such actions as are reasonably requested by the Company to assist in obtaining Bankruptcy Court approval of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for purposes, among others, of (x) demonstrating that Purchaser is a “good faith” purchaser under Section 363(m) of the Bankruptcy Code and (y) establishing adequate assurance of future performance within the meaning of Section 365 of the Bankruptcy Code.

ARTICLE VI

COVENANTS AND AGREEMENTS

6.1 Conduct of Business of Sellers. Until the earlier of the termination of this Agreement and the Closing, except (w) for any limitations on operations imposed by the Bankruptcy Court or the Bankruptcy Code or the DIP Facility, (x) as required by applicable Law, (y) as otherwise required by or reasonably necessary to carry out the terms of this Agreement or as set forth on Schedule 6.1 or (z) with the prior written consent of Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed), Sellers shall conduct their business only in the Ordinary Course and shall not:

(a) take any action to the extent that such action would, if such action had taken place after the date of the Latest Balance Sheet and prior to the date hereof, have resulted in disclosure being made pursuant to the terms of Section 3.6;

(b) terminate (other than by expiration), or amend or modify (other than by automatic extension or renewal) in any material respect any Assigned Contract;

(c) issue any notes, bonds or other debt securities, or otherwise incur any indebtedness for borrowed money or otherwise become liable for any such indebtedness of any other Person, in each case, other than Excluded Liabilities;

(d) settle or compromise any pending or threatened Action that could give rise to Liabilities that are not Excluded Liabilities;

(e) sell, assign, license, transfer, convey, lease, surrender, relinquish or otherwise dispose of any material portion of the Acquired Assets, other than (i) sales of Inventory in the Ordinary Course, (ii) licenses of Intellectual Property granted on a non-

exclusive basis, (iii) Intellectual Property expiring at the end of their statutory terms, or (iv) pursuant to existing Contracts;

(f) subject any portion of the Acquired Assets that is material to the Company and its Subsidiaries taken as a whole to any Encumbrance, except for Permitted Encumbrances;

(g) change or modify any material accounting practice, policy or procedure, except as required by GAAP or applicable Law; or

(h) agree or commit to do any of the foregoing.

Nothing contained in this Agreement is intended to give Purchaser or its Affiliates, directly or indirectly, the right to control or direct the business of Sellers prior to the Closing.

6.2 Access to Information.

(a) From the date hereof until the Closing (or the earlier termination of this Agreement pursuant to Article VIII), the Company will provide Purchaser and its authorized Advisors with reasonable access and upon reasonable advance notice and during regular business hours to the books and records of the Company and its Subsidiaries, in order for Purchaser and its authorized Advisors to access such information regarding the Company and its Subsidiaries as Purchaser reasonably deems necessary in connection with effectuating the transactions contemplated by this Agreement; provided that (i) such access does not unreasonably interfere with the normal operations of the Company and its Subsidiaries, (ii) such access will occur in such a manner as the Company reasonably determines to be appropriate to protect the confidentiality of the transactions contemplated by this Agreement, (iii) all requests for access will be directed to Lazard Middle Market LLC or such other Person(s) as the Company may designate in writing from time to time and (iv) nothing herein will require the Company to provide access to, or to disclose any information to, Purchaser if such access or disclosure (A) would cause significant competitive harm to the Company or any of its Subsidiaries if the transactions contemplated by this Agreement are not consummated, (B) would require the Company or any of its Subsidiaries to disclose any financial or proprietary information of or regarding the Affiliates of the Company (other than the Subsidiaries of the Company) or otherwise disclose information regarding the Affiliates of the Company (other than the Subsidiaries of the Company) that the Company deems to be commercially sensitive, (C) would waive any legal privilege or (D) would be in violation of applicable Laws (including the HSR Act and Foreign Competition Laws) or the provisions of any agreement to which the Company or any of its Subsidiaries; provided that, in the event that the Company withholds access or information in reliance on the foregoing clause (C) or (D), the Company shall provide (to the extent possible without waiving or violating the applicable legal privilege or Law) notice to Purchaser that such access or information is being so withheld and shall use commercially reasonable efforts to provide such access or information in a way that would not risk waiver of such legal privilege or applicable Law.

(b) The information provided pursuant to this Section 6.2 will be used solely for the purpose of effecting the transactions contemplated hereby, and will be governed by the terms and conditions of the Confidentiality Agreement. Purchaser will, and will cause its

Advisors to, abide by the terms of the Confidentiality Agreement with respect to such access and any information furnished to Purchaser or any of its Advisors. Neither the Company nor any Seller makes any representation or warranty as to the accuracy of any information, if any, provided pursuant to this Section 6.2, and Purchaser may not rely on the accuracy of any such information, in each case, other than the Express Representations.

(c) From and after the Closing for a period of three (3) years following the Closing Date (or, if later, the closing of the Bankruptcy Case), Purchaser will provide Sellers and their Advisors with reasonable access, during normal business hours, and upon reasonable advance notice, to the books and records, including work papers, schedules, memoranda, Tax Returns, Tax schedules, Tax rulings, and other documents (for the purpose of examining and copying) relating to the Acquired Assets or the Assumed Liabilities with respect to periods or occurrences prior to the Closing Date and reasonable access, during normal business hours, and upon reasonable advance notice, to employees, officers, advisors, accountants, offices and properties (including for the purpose of better understanding such books and records) of Purchaser. Unless otherwise consented to in writing by the Company, Purchaser will not, for a period of three (3) years following the Closing Date (or, if later, the closing of the Bankruptcy Case), destroy, alter or otherwise dispose of any of the books and records without first offering to surrender to the Company such books and records or any portion thereof that Purchaser may intend to destroy, alter or dispose of.

(d) Purchaser will not, and will not permit any member of the Purchaser Group to, contact any officer, manager, director, employee, customer, supplier, lessee, lessor, lender, noteholder or other material business relation of the Company or its Subsidiaries prior to the Closing with respect to the Company, its Subsidiaries, their business or the transactions contemplated by this Agreement without the prior consent of the Company for each such contact.

6.3 Employee Matters.

(a) Purchaser shall extend to all employees of Sellers (the “Employees”) an offer of employment (“Transfer Offer”) that, if accepted, shall become effective immediately after the Closing; provided that to the extent any Employees are on leave or otherwise not actively employed as of the Closing Date, their employment with Purchaser shall become effective only upon their presenting themselves to Purchaser to commence active employment within 60 days of the Closing Date (or such later date with respect to which they have reemployment rights under Law). Employees who accept such Transfer Offers and begin active employment with Purchaser in accordance with this Section 6.3(a) shall be referred to herein as “Transferred Employees.” Effective as of the Closing (or, with respect to employees who are on leave or otherwise not actively employed as of the Closing Date, as of such later date that such employees begin their active employment with Purchaser as described above), each Transferred Employee shall cease to be an employee of Sellers or their Affiliates and shall cease to participate in any Seller Plan. Sellers intend that for purposes of any Seller Plan providing severance or termination benefits, or any comparable plan, program, policy, agreement or arrangement of Sellers, the transactions contemplated by this Agreement shall not constitute a termination of employment of any Transferred Employee prior to or upon the consummation of such transactions.

(b) For a period of one year from and after the Closing Date, Purchaser shall provide each Transferred Employee with (i) base compensation/wage rate that is no lower than that provided to such Transferred Employees as of the date hereof; (ii) short-term cash bonus opportunity that is no less favorable than that provided to such Transferred Employee as of the date hereof; and (iii) other employee benefits (other than equity incentive, retention or change in control arrangements) that are substantially comparable in the aggregate to those provided by Sellers to such Transferred Employees under the Seller Plans as of the date hereof. For purposes of eligibility and vesting (other than vesting of future equity awards) under the benefit plans and programs maintained by Purchaser to provide employee benefits to Transferred Employees after the Closing Date (the “Purchaser Plans”), each Transferred Employee shall be credited with his or her years of service with Sellers before the Closing Date to the same extent as such Transferred Employee was entitled, before the Closing Date, to credit for such service under substantially similar Seller Plans in which such Transferred Employees participated before the Closing Date, except to the extent such credit would result in a duplication of benefits.

(c) Without limiting the generality of any other provision of this Agreement, to the extent permitted under each applicable Purchaser Plan: (i) each Transferred Employee shall be immediately eligible to participate, without any waiting time, in any and all Purchaser Plans; (ii) for purposes of each Purchaser Plan providing medical, dental, hospital, pharmaceutical or vision benefits to any employee, Purchaser shall use commercially reasonable efforts to cause all pre-existing condition exclusions and actively-at-work requirements of such Purchaser Plan to be waived for such Transferred Employee and his or her covered dependents (unless such exclusions or requirements were applicable under comparable Seller Plans); and (iii) Purchaser shall use commercially reasonable efforts to cause any co-payments, deductible and other eligible expenses incurred by such Transferred Employee or his or her covered dependents during the plan year in which the Closing Date occurs to be credited for purposes of satisfying all deductible, coinsurance and maximum out-of-pocket requirements applicable to such Transferred Employee and his or her covered dependents for the applicable plan year of each comparable Purchaser Plan.

(d) Without limiting the generality of any other provision of this Agreement, as soon as reasonably practicable on or after the Closing Date, Purchaser shall have in effect one or more defined contribution plans that include a qualified cash or deferred arrangement within the meaning of Section 401(k) of the Code (and a related trust exempt from tax under Section 501(a) of the Code) (as applicable, the “Purchaser 401(k) Plan”). Each Transferred Employee who is eligible to participate in a 401(k) plan maintained by any Seller immediately prior to the transfer of such Transferred Employee (a “Seller 401(k) Plan”) shall be eligible to participate in Purchaser 401(k) Plan as soon as reasonably practicable following the Closing Date. Purchaser shall cause Purchaser 401(k) Plan to accept a “direct rollover” to such Purchaser 401(k) Plan of the account balances of each Transferred Employee (including promissory notes evidencing outstanding loans) under any Seller 401(k) Plan, if such direct rollover is elected in accordance with applicable Law by such Transferred Employee. Sellers shall cause each Seller 401(k) Plan to permit rollovers of Transferred Employees’ account balances (including promissory notes evidencing outstanding loans) and shall not place any Transferred Employees’ plan loans into default until the end of the calendar quarter following the calendar quarter in which the Closing Date occurs.

(e) Purchaser shall assume and honor all vacation days and other paid-time-off accrued or earned, but not yet taken, by each Transferred Employee as of the Closing Date.

(f) The provisions of this Section 6.3 are for the sole benefit of the Parties to this Agreement and nothing herein, express or implied, is intended or shall be construed to confer upon or give any Person (including for the avoidance of doubt any Employees or Transferred Employees), other than the Parties and their respective permitted successors and assigns, any legal or equitable or other rights or remedies (with respect to the matters provided for in this Section 6.3 or under or by reason of any provision of this Agreement). Nothing contained herein, express or implied: (i) shall be construed to establish, amend, or modify any benefit plan, program, agreement or arrangement, (ii) shall alter or limit Purchaser's or Sellers' ability to amend, modify or terminate any particular benefit plan, program, agreement or arrangement or (iii) is intended to confer upon any current or former employee any right to employment or continued employment for any period of time by reason of this Agreement, or any right to a particular term or condition of employment.

(g) Purchaser will, or will cause its Affiliates to, provide any required notice under the Worker Adjustment and Retraining Notification Act (the “WARN Act”) and to otherwise comply with the WARN Act with respect to any “plant closing” or “mass layoff” (as defined in the WARN Act) or group termination or similar event affecting Employees (including as a result of the consummation of transactions contemplated by this Agreement) and occurring from and after the Closing. Purchaser will not, and will cause its Affiliates not to, take any action on or after the Closing Date that would cause any termination of employment of any Employees by Sellers or their respective Affiliates occurring prior to the Closing to constitute a “plant closing,” “mass layoff” or group termination or similar event under the WARN Act or any similar federal, state, local or foreign law or regulation, or to create any liability or penalty to Sellers or any of their respective Affiliates for any employment terminations under Law.

6.4 Regulatory Approvals.

(a) Subject to Section 6.5, the Company will (i) make or cause to be made all filings and submissions required to be made by the Company or its Subsidiaries under any applicable Laws for the consummation of the transactions contemplated by this Agreement set forth on Schedule 6.4, (ii) cooperate with Purchaser in exchanging such information and providing such assistance as Purchaser may reasonably request in connection with the foregoing and (iii)(A) supply promptly any additional information and documentary material that may be requested in connection with such filings and (B) use reasonable best efforts to take all actions necessary to obtain all required clearances in connection with such filings.

(b) Subject to Section 6.5, Purchaser will, and will cause its Affiliates and Advisors to, (i) make or cause to be made all filings and submissions required to be made by any member of the Purchaser Group under any applicable Laws for the consummation of the transactions contemplated by this Agreement, (ii) cooperate with the Company in exchanging such information and providing such assistance as the Company may reasonably request in connection with all of the foregoing, and (iii) (A) supply promptly any additional information and documentary material that may be requested in connection with such filings and (B) use reasonable best efforts to take all actions necessary to obtain all required clearances.

6.5 Antitrust Notification.³

(a) The Company and Purchaser will, as promptly as practicable and no later than two (2) Business Days following the date hereof, file with the United States Federal Trade Commission and the United States Department of Justice, the notification form required pursuant to the HSR Act for the transactions contemplated by this Agreement, which form will specifically request early termination of the waiting period prescribed by the HSR Act. Each of the Company and Purchaser will (and shall cause their respective Affiliates to) furnish to each other's counsel such necessary information and reasonable assistance as the other may request in connection with its preparation of any filing or submission that is necessary under the HSR Act and will provide any supplemental information requested by any Governmental Body as promptly as practicable. Purchaser will use all reasonable best efforts to comply as promptly as practicable with any requests made for any additional information in connection with such filings. Purchaser will be responsible for all filing fees payable in connection with such filings.

(b) Subject to the immediately following sentence, the Company and Purchaser will use their reasonable best efforts to promptly obtain any clearance required under the HSR Act for the consummation of this Agreement and the transactions contemplated hereby and will keep each other apprised of the status of any communications with, and any inquiries or requests for additional information from, any Governmental Body and will comply promptly with any such inquiry or request. Purchaser will take, and will cause its Affiliates to take, any and all steps necessary to avoid or eliminate each and every impediment under any Law that may be asserted by any Governmental Body or any other Person so as to enable the parties to expeditiously close the transactions contemplated by this Agreement, including (i) opposing any motion or action for a temporary, preliminary or permanent injunction or Order against or preventing or delaying the consummation of the transactions contemplated by this Agreement, (ii) entering into a consent decree, consent agreement or other agreement or arrangement containing Purchaser's agreement to hold separate, license, sell or divest (pursuant to such terms as may be required by any Governmental Body) such assets or businesses of Purchaser and its Affiliates after the Closing (including entering into customary ancillary agreements relating to any such sale, divestiture, licensing or disposition of such assets or businesses), and (iii) agreeing to such limitations on conduct or actions of members of Purchaser and its Affiliates after the Closing as may be required in order to obtain satisfaction of the closing conditions set forth in Section 7.1(a) prior to the Outside Date.

(c) The Parties commit to instruct their respective counsel to cooperate with each other and use reasonable best efforts to facilitate and expedite the identification and resolution of any issues arising under the HSR Act at the earliest practicable dates. Such reasonable best efforts and cooperation include counsel's undertaking (i) to keep each other appropriately informed of communications from and to personnel of the reviewing Governmental Bodies and (ii) to confer with each other regarding appropriate contacts with and response to personnel of such Governmental Bodies and the content of any such contacts or presentations. Neither the Company nor Purchaser will participate in any meeting or discussion with any Governmental Body with respect of any such filings, applications, investigation or

³ NTD: See earlier footnote re Foreign Competition Law filings.

other inquiry without giving the other party prior notice of the meeting or discussion and, to the extent permitted by the relevant Governmental Body, the opportunity to attend and participate in such meeting or discussion (which, at the request of either Purchaser or the Company, will be limited to outside antitrust counsel only). The Company will have the right to review (subject to appropriate redactions for confidentiality and attorney-client privilege concerns) and approve the content of any presentations, white papers or other written materials to be submitted to any Governmental Body in advance of any such submission.

(d) Purchaser will not, and will not permit any member of the Purchaser Group or their respective Affiliates to, acquire or agree to acquire (by merging or consolidating with, or by purchasing a substantial portion of the assets of or equity in, or by any other manner), any Person or portion thereof, or otherwise acquire or agree to acquire any assets, if the entering into a definitive agreement relating to, or the consummation of, such acquisition, merger or consolidation could reasonably be expected to (i) impose any delay in the obtaining of, or increase the risk of not obtaining, any permits, Orders or other approvals of any Governmental Body necessary to consummate the transactions contemplated by this Agreement or the expiration or termination of any applicable waiting period, (ii) increase the risk of any Governmental Body entering an Order prohibiting the consummation of the transactions contemplated by this Agreement or (iii) delay the consummation of the transactions contemplated by this Agreement.

6.6 Reasonable Best Efforts; Cooperation.

(a) Subject to the other terms of this Agreement provisions hereof, each Party shall, and shall cause its Advisors to, use its reasonable best efforts to perform its obligations hereunder and to take, or cause to be taken, and do, or cause to be done, all things necessary, proper or advisable under applicable Law to cause the transactions contemplated herein to be effected as soon as practicable, but in any event on or prior to the Outside Date, in accordance with the terms hereof and to cooperate with each other Party and its Advisors in connection with any step required to be taken as a part of its obligations hereunder. The "reasonable best efforts" of the Company will not require the Company or any of its Subsidiaries, Affiliates or Advisors to expend any money to remedy any breach of any representation or warranty, to commence any Action, to waive or surrender any right, to modify any Contract or to waive or forego any right, remedy or condition hereunder.

(b) The obligations of the Company pursuant to this Agreement, including this Section 6.6, shall be subject to any Orders entered, or approvals or authorizations granted or required, by or under the Bankruptcy Court or the Bankruptcy Code (including in connection with the Bankruptcy Case), the DIP Facility and each Seller's obligations as a debtor-in-possession to comply with any order of the Bankruptcy Court (including the Bidding Procedures Order and the Sale Order) and Sellers' duty to seek and obtain the highest or otherwise best price for the Acquired Assets as required by the Bankruptcy Code.

6.7 Notification of Certain Matters.

(a) The Company will promptly notify Purchaser of: (i) any notice or other communication from any Person alleging that the consent of such Person is or may be required in

connection with the transactions contemplated by this Agreement; (ii) any notice or other communication from any Governmental Body (other than the Bankruptcy Case) related to or in connection with the transactions contemplated by this Agreement; and (iii) promptly upon discovery thereof, any variances from, or the existence or occurrence of any event, fact or circumstance arising after the execution of this Agreement that would reasonably be expected to cause any of the representations and warranties contained in Article III to be untrue or inaccurate such that the condition set forth in Section 7.2(b) not to be satisfied. If the subject matter of any such notification required by the previous sentence requires any change in the Schedules, the Company shall deliver to Purchaser prior to the Closing a supplement to such Schedule (“Updated Schedules”) with such change; provided that in no event will any Updated Schedule serve to amend, supplement or modify the Schedules for purposes of Section 7.2(b); provided further that if the Closing occurs, the Updated Schedules will be considered and deemed to be part of the Schedules for all purposes under this Agreement, and each reference in this Agreement to a particular Schedule will mean such Schedule in, or as updated by, the Updated Schedules.

(b) Purchaser will promptly notify the Company of: (i) any notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement; (ii) any notice or other communication from any Governmental Body (other than the Bankruptcy Case) related to or in connection with the transactions contemplated by this Agreement; (iii) any Actions (other than in the Bankruptcy Case) relating to or involving or otherwise affecting Purchaser or its Affiliates that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 4.6 or that relate to the transactions contemplated by this Agreement; and (iv) any breach or inaccuracy of any representation or warranty contained in this Agreement at any time during the term hereof that could reasonably be expected to cause the conditions set forth in Article VII not to be satisfied; provided that the delivery of any notice pursuant to this Section 6.7(a) will not limit the remedies available to Sellers under or with respect to this Agreement.

6.8 Further Assurances. From time to time after the Closing, as and when requested by any Party and at such requesting Party’s expense, any other Party will execute and deliver, or cause to be executed and delivered, all such documents and instruments and will take, or cause to be taken, all such further or other actions as such requesting party may reasonably deem necessary or desirable to evidence and effectuate the transactions contemplated by this Agreement.

6.9 Acknowledgment by Purchaser.

(a) Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that it has conducted to its full satisfaction an independent investigation and verification of the business, financial condition, results of operations, assets, liabilities, properties, contracts and prospects of the Company and its Subsidiaries and the Acquired Assets and the Assumed Liabilities, and, in making its determination to proceed with the transactions contemplated by this Agreement, Purchaser and the Purchaser Group have relied solely on the results of the Purchaser Group’s own independent investigation and verification and have not relied on, are not relying on, and will not rely on, any Seller, any Subsidiary, the Information

Presentation, any information, statements, disclosures, documents, projections, forecasts or other material made available to Purchaser or any of its Affiliates or Advisors in the Dataroom, Projections or any information, statements, disclosures or materials, in each case, whether written or oral, made or provided by, or as part of, any of the foregoing or any other Seller Party, or any failure of any of the foregoing to disclose or contain any information, except for the Express Representations (it being understood that Purchaser and the Purchaser Group have relied only on the Express Representations). Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that (i) the Express Representations are the sole and exclusive representations, warranties and statements of any kind made to Purchaser or any member of the Purchaser Group and on which Purchaser or any member of the Purchaser Group may rely in connection with the transactions contemplated by this Agreement; and (ii) all other representations, warranties and statements of any kind or nature expressed or implied, whether in written, electronic or oral form, including (1) the completeness or accuracy of, or any omission to state or to disclose, any information (other than solely to the extent expressly set forth in the Express Representations) including in the Information Presentation, the Dataroom, Projections, meetings, calls or correspondence with management of the Company and its Subsidiaries, any of the Seller Parties or any other Person on behalf of the Company, its Subsidiaries or any of the Seller Parties or any of their respective Affiliates or Advisors and (2) any other statement relating to the historical, current or future business, financial condition, results of operations, assets (including the Acquired Assets), liabilities (including the Assumed Liabilities), properties, contracts, and prospects of the Company or any of its Subsidiaries, or the quality, quantity or condition of the Company's or its Subsidiaries' assets), are, in each case, specifically disclaimed by the Company, on its behalf and on behalf of the Seller Parties, and each Seller. Purchaser, on its own behalf and on behalf of the Purchaser Group: (x) disclaims reliance on the items in clause (ii) in the immediately preceding sentence and (y) acknowledges and agrees that it has relied on, is relying on and will rely on only the items in clause (i) in the immediately preceding sentence. Without limiting the generality of the foregoing, Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that neither the Company, nor any other Person (including the Seller Parties), has made, is making or is authorized to make, and Purchaser, on its own behalf and on behalf of the Purchaser Group, hereby waive, all rights and claims it or they may have against any Seller Party with respect to the accuracy of, any omission or concealment of, or any misstatement with respect to, (A) any potentially material information regarding the Company, its Subsidiaries or any of their respective assets (including the Acquired Assets), liabilities (including the Assumed Liabilities) or operations and (B) any warranty or representation (whether in written, electronic or oral form), express or implied, as to the quality, merchantability, fitness for a particular purpose, or condition of the Company's or its Subsidiaries' business, operations, assets (including the Acquired Assets), liabilities (including the Assumed Liabilities), prospects or any portion thereof, except, in each case, solely to the extent expressly set forth in the Express Representations.

(b) Without limiting the generality of the foregoing, in connection with the investigation by the Purchaser Group of the Company and its Subsidiaries, Purchaser and the members of the Purchaser Group, and the Advisors of each of the foregoing, have received or may receive, from or on behalf of the Company, certain projections, forward-looking statements and other forecasts (whether in written, electronic or oral form, and including in the Information Presentation, Dataroom, management meetings, etc.) (collectively, "Projections"). Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that (i) such

Projections are being provided solely for the convenience of Purchaser to facilitate its own independent investigation of the Company and its Subsidiaries, (ii) there are uncertainties inherent in attempting to make such Projections, (iii) Purchaser is familiar with such uncertainties, and (iv) Purchaser is taking full responsibility for making their own evaluation of the adequacy and accuracy of all Projections (including the reasonableness of the assumptions underlying such Projections).

(c) Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that it will not assert, institute or maintain, and will cause each member of the Purchaser Group not to assert, institute or maintain, any Action that makes any claim contrary to the agreements and covenants set forth in this Section 6.9, including any such Action with respect to the distribution to Purchaser or any member of the Purchaser Group, or Purchaser's or any member of the Purchaser Group's use, of the Information Presentation, the Dataroom, Projections or any other information, statements, disclosures, or materials, in each case whether written or oral, provided by them or any other Seller Party or any failure of any of the foregoing to disclose any information.

(d) Purchaser acknowledges and agrees, on its own behalf and on behalf of the Purchaser Group, that the covenants and agreements contained in this Section 6.9 (i) require performance after the Closing to the maximum extent permitted by applicable Law and will survive the Closing for twenty (20) years; and (ii) are an integral part of the transactions contemplated by this Agreement and that, without these agreements set forth in this Section 6.9, Sellers would not enter into this Agreement.

ARTICLE VII

CONDITIONS TO CLOSING

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

(a) The applicable waiting periods under the HSR Act [and the Foreign Competition Laws set forth on Schedule 7.1(a)] will have expired or been terminated;

(b) No court or other Governmental Body has issued, enacted, entered, promulgated or enforced any Law or Order (that is final and non-appealable and that has not been vacated, withdrawn or overturned) restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement; and

(c) the Bankruptcy Court shall have entered the Sale Order and such Order shall be a Final Order.

7.2 Conditions Precedent to the Obligations of Purchaser. The obligations of Purchaser to consummate the Closing are subject to the satisfaction (or to the extent permitted by Law, written waiver by Purchaser in its sole discretion), on or prior to the Closing Date, of each of the following conditions:

(a) Sellers shall have delivered to Purchaser a certified copy of the Sale Order;

(b) the representations and warranties made by Sellers in Article III shall be true and correct as of the Closing Date (disregarding all qualifications or limitations as to "materiality" or "Material Adverse Effect" (other than the use of "Material Adverse Effect" in the first sentence of Section 3.6) and words of similar import set forth therein), as though such representations and warranties had been made on and as of the Closing Date (except that representations and warranties that are made as of a specified date need be true and correct only as of such date), except where the failure of such representations and warranties to be true and correct has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect; provided that the representations set forth in Sections 3.1(a), 3.2, 3.4(a) and 3.18 will be true and correct in all material respects;

(c) Sellers shall have performed in all material respects all of the covenants and agreements required to be performed by each of them under this Agreement at or prior to the Closing; and

(d) Sellers shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 2.4.

7.3 Conditions Precedent to the Obligations of the Company. The obligations of Sellers to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or to the extent permitted by Law, written waiver by Sellers in their sole discretion), on or prior to the Closing Date, of each of the following conditions:

(a) the representations and warranties made by Purchaser in Article IV shall be true and correct in all material respects (without giving effect to any materiality or similar qualification contained therein), in each case as of the date hereof and as of the Closing Date, with the same force and effect as though all such representations and warranties had been made as of the Closing Date (other than representations and warranties that by their terms address matters only as of another specified date, which shall be so true and correct only as of such other specified date), except where the failure of such representations or warranties to be so true and correct has not had, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Purchaser's ability to consummate the transactions contemplated hereby;

(b) Purchaser shall have performed in all material respects all of the covenants and agreements required to be performed by it under this Agreement at or prior to the Closing; and

(c) Purchaser shall have delivered, or caused to be delivered, to Sellers all of the items set forth in Section 2.5.

7.4 Waiver of Conditions. Upon the occurrence of the Closing, any condition set forth in this Article VII that was not satisfied as of the Closing will be deemed to have been waived for all purposes by the Party having the benefit of such condition as of and after the Closing. None of Purchaser or Sellers may rely on the failure of any condition set forth in this

Article VII, as applicable, to be satisfied if such failure was caused by such Party's failure to use, as required by this Agreement, its reasonable best efforts to consummate the transactions contemplated hereby.

ARTICLE VIII

TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated only in accordance with this Section 8.1. This Agreement may be terminated at any time prior to the Closing:

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

(b) by written notice of either Purchaser or the Company, upon the issuance by any Governmental Body of an Order restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or declaring unlawful the transactions contemplated by this Agreement, and such Order having become final, binding and non-appealable; provided that no termination may be made by a Party under this Section 8.1(b) if the issuance of such Order was caused by the breach or action or inaction of such Party;

(c) by written notice of either Purchaser or the Company, if the Closing shall not have occurred on or before [●] (the "Outside Date"); provided that a Party shall not be permitted to terminate this Agreement pursuant to this Section 8.1(c) if the failure of the Closing to have occurred by the Outside Date was caused by the breach or action or inaction of such Party;

(d) by written notice of either Purchaser or the Company, if the Bankruptcy Case is dismissed or converted to a case or cases under Chapter 7 of the Bankruptcy Code, or if a trustee or examiner with expanded powers to operate or manage the financial affairs or reorganization of the Company is appointed in the Bankruptcy Case;

(e) by written notice from Purchaser to the Company, if Sellers announce any stand-alone plan of reorganization or liquidation (or support any such plan filed by any other party), other than a wind-down plan of Sellers' estates post-Closing;

(f) by written notice from the Company to Purchaser, upon a breach of any covenant or agreement on the part of Purchaser, or if any representation or warranty of Purchaser will have become untrue, in each case, such that the conditions set forth in Section 7.2(a) or 7.2(b) would not be satisfied, including a breach of Purchaser's obligation to consummate the Closing; provided that (i) if such breach is curable by Purchaser then the Company may not terminate this Agreement under this Section 8.1(f) unless such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) thirty (30) days after the Company notifies Purchaser of such breach and (ii) the right to terminate this Agreement pursuant to this Section 8.1(f) will not be available to the Company at any time that the Company is in material breach of any covenant, representation or warranty hereunder;

(g) by written notice from Purchaser to the Company, upon a breach of any covenant or agreement on the part of any Seller, or if any representation or warranty of any Seller will have become untrue, in each case, such that the conditions set forth in Section 7.2(b) or 7.2(c); provided that (i) if such breach is curable by such Seller then Purchaser may not terminate this Agreement under this Section 8.1(g) unless such breach has not been cured by the date which is the earlier of (A) two (2) Business Days prior to the Outside Date and (B) thirty (30) days after Purchaser notifies the Company of such breach and (ii) the right to terminate this Agreement pursuant to this Section 8.1(g) will not be available to Purchaser at any time that Purchaser is in material breach of any covenant, representation or warranty hereunder;

(h) by written notice from the Company to Purchaser, if all of the conditions set forth in Sections 7.1 and 7.2 have been satisfied (other than conditions that by their nature are to be satisfied at the Closing) or waived and Purchaser fails to complete the Closing at the time required by Section 2.3;

(i) by written notice from the Company to Purchaser, if any Seller or the board of directors, board of managers, or similar governing body of any Seller determines that proceeding with the transactions contemplated by this Agreement or failing to terminate this Agreement may be inconsistent with applicable law or its or such Person's or body's fiduciary obligations under applicable law;

(j) by written notice of either Purchaser or the Company, if (i) any Seller enters into (or provides written notice to Purchaser of its intent to enter into) one or more Alternative Transactions with one or more Persons other than Purchaser or the Successful Bidder or the Backup Bidder at the Auction or (ii) the Bankruptcy Court approves an Alternative Transaction other than with the Successful Bidder or the Backup Bidder; or

(k) by written notice from Purchaser to the Company, if Purchaser is not the Successful Bidder or the Backup Bidder at the Auction; provided that Purchaser shall not be permitted to terminate this Agreement pursuant to this Section 8.1(k) until after the twenty-fifth (25th) day following entry by the Bankruptcy Court of an Order authorizing and approving an Alternative Transaction with the Successful Bidder at the Auction (and, notwithstanding Purchaser not having been the Successful Bidder or the Backup Bidder at the Auction, until such time (if any) as Purchaser terminates this Agreement pursuant to this Section 8.1(k), the obligations of Purchaser to consummate the transactions contemplated by this Agreement shall remain unaffected by Purchaser's right to terminate this Agreement pursuant to this Section 8.1(k)).

8.2 Effect of Termination. In the event of termination of this Agreement pursuant to Section 8.1, this Agreement shall become null and void and there shall be no liability on the part of any Party or any of its partners, officers, directors or shareholders; provided that Section 2.2, this Section 8.2 and Article X shall survive any such termination; provided further that no termination will relieve Purchaser from any liability for damages (including damages based on the loss of the economic benefits of the transactions contemplated by this Agreement, including the Cash Payment, to Sellers), losses, costs or expenses (including reasonable legal fees and expenses) resulting from any willful breach of this Agreement prior to the date of such

termination (which, for the avoidance of doubt, will be deemed to include any failure by Purchaser to consummate the Closing if and when it is obligated to do so hereunder).

ARTICLE IX

TAXES

9.1 Transfer Taxes. Any sales, use, purchase, transfer, franchise, deed, fixed asset, stamp, documentary stamp, use or other Taxes and recording charges which may be payable by reason of the sale of the Acquired Assets or the assumption of the Assumed Liabilities under this Agreement or the transactions contemplated hereby (the "Transfer Taxes") shall be borne and timely paid by Purchaser, but only to the extent not exempt under the Bankruptcy Code, as applicable to the transfer of the Acquired Assets pursuant to this Agreement.

9.2 Allocation of Purchase Price. Purchaser shall prepare an allocation of the Purchase Price (and all other items required under the Code) among the Acquired Assets in accordance with Section 1060 of the Code (and any similar provision of state, local, or non-U.S. law, as appropriate). Purchaser shall deliver such allocation to the Company within thirty (30) days following the Closing Date for the Company's review, comment and approval. Purchaser and the Company shall work together to jointly agree to the final allocation. Purchaser and the Company shall report, act and file Tax Returns (including, but not limited to Internal Revenue Service Form 8594) in all respects and for all purposes consistent with the allocation agreed by the Company and Purchaser. Neither Purchaser nor the Company shall take any position (whether in audits, tax returns or otherwise) that is inconsistent with such allocation unless required to do so by applicable law. The Company shall provide Purchaser and Purchaser shall provide the Company with a copy of any information required to be furnished to the Secretary of the Treasury under Code Section 1060.

9.3 Cooperation. Purchaser and Sellers shall cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns and any audit, litigation or other proceeding with respect to Taxes.

ARTICLE X

MISCELLANEOUS

10.1 Non-Survival of Representations and Warranties and Certain Covenants. Each of the representations and warranties and the covenants and agreements (to the extent such covenant or agreement contemplates or requires performance by such party prior to the Closing) of the Parties set forth in this Agreement or in any other document contemplated hereby, or in any certificate delivered hereunder or thereunder, will terminate effective immediately as of the Closing such that no claim for breach of any such representation, warranty, covenant or agreement, detrimental reliance or other right or remedy (whether in contract, in tort or at law or in equity) may be brought with respect thereto after the Closing. Each covenant and agreement that explicitly contemplates performance after the Closing, will, in each case and to such extent, expressly survive the Closing in accordance with its terms, and if no term is specified, then for twenty (20) years following the Closing Date, and nothing in this Section 10.1 will be deemed to

limit any rights or remedies of any Person for breach of any such surviving covenant or agreement. Purchaser and the Seller Parties acknowledge and agree, on their own behalf and on behalf of the Purchaser Group or the Seller Parties, as the case maybe, that the agreements contained in this Section 10.1 (a) require performance after the Closing to the maximum extent permitted by applicable Law and will survive the Closing for twenty (20) years; and (b) are an integral part of the transactions contemplated hereby and that, without the agreements set forth in this Section 10.1, none of the Parties would enter into this Agreement.

10.2 Expenses. Whether or not the Closing takes place, except as otherwise provided herein (including, for the avoidance of doubt, Section 8.2), all fees, costs and expenses (including fees, costs and expenses of Advisors) incurred in connection with the negotiation of this Agreement and the other agreements contemplated hereby, the performance of this Agreement and the other agreements contemplated hereby and the consummation of the transactions contemplated hereby and thereby will be paid by the Party incurring such fees, costs and expenses; it being acknowledged and agreed that (a) Purchaser will pay all fees and expenses of the Escrow Agent, (b) all fees and expenses in connection with any filing or submission that is necessary under the HSR Act and any Foreign Competition Laws will be allocated pursuant to Section 6.4, and (c) all Transfer Taxes will be allocated pursuant to Section 9.1.

10.3 Notices. Except as otherwise expressly provided herein, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given (a) when personally delivered, (b) when transmitted via facsimile device or by electronic mail (unless if transmitted after 5:00 P.M. Central time or other than on a Business Day, then on the next Business Day), (c) the day following the day on which the same has been delivered prepaid to a reputable national overnight air courier service or (d) the third (3rd) Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case, to the respective party at the number, electronic mail address or street address, as applicable, set forth below, or at such other number, electronic mail address or street address as such party may specify by written notice to the other Party.

Notices to Purchaser:

[]
[]
[]

Attention: []
 Facsimile: []
 Email: []

with a copy to:

[]
[]
[]

Attention: []
Facsimile: []
Email: []

Notices to Sellers:

GST AutoLeather, Inc.
20 Oak Hollow Drive, Suite 300
Southfield, Michigan 48033
Attention: Jonathan Hickman
Facsimile: (248) 436-3390
Email: JHickman@alvarezandmarsal.com

with a copy to:

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, Illinois 60654
Attention: Ryan Blaine Bennett, P.C.
Steve Toth
Facsimile: (312) 862-2200
Email: ryan.bennett@kirkland.com
steve.toth@kirkland.com

10.4 Binding Effect; Assignment. This Agreement shall be binding upon Purchaser and, subject to entry of the Bidding Procedures Order (with respect to the matters covered thereby) and the Sale Order, Sellers and inure to the benefit of the Parties and their respective successors and permitted assigns, including any trustee or estate representative appointed in the Bankruptcy Case or any successor Chapter 7 case; provided that neither this Agreement nor any of the rights or obligations hereunder may be assigned or delegated without the prior written consent of Purchaser and the Company.

10.5 Amendment and Waiver. Any provision of this Agreement or the Schedules or Exhibits hereto may be (a) amended only in a writing signed by Purchaser and the Company or (b) waived only in a writing executed by the Person against which enforcement of such waiver is sought. No waiver of any provision hereunder or any breach or default thereof will extend to or affect in any way any other provision or prior or subsequent breach or default.

10.6 Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person other than the Parties any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

10.7 Non-Recourse. This Agreement may only be enforced against, and any Action based upon, arising out of or related to this Agreement may only be brought against, the Persons that are expressly named as parties to this Agreement. Except to the extent named as a party to this Agreement, and then only to the extent of the specific obligations of such parties set forth in this Agreement, no past, present or future shareholder, member, partner, manager, director, officer, employee, Affiliate, agent or Advisor of any party to this Agreement or any Subsidiary of Company (other than Sellers) will have any liability (whether in contract, tort, equity or otherwise) for any of the representations, warranties, covenants, agreements or other obligations or liabilities of any of the parties to this Agreement or for any Action based upon, arising out of or related to this Agreement.

10.8 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law in any jurisdiction, such provision will be ineffective only to the extent of such prohibition or invalidity in such jurisdiction, without invalidating the remainder of such provision or the remaining provisions of this Agreement or in any other jurisdiction.

10.9 Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person. The headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and will in no way restrict or otherwise modify any of the terms or provisions hereof.

10.10 Schedules. The disclosure schedules to this Agreement (the “Schedules”) have been arranged for purposes of convenience in separately numbered sections corresponding to the sections of this Agreement; provided that each section of the Schedules will be deemed to incorporate by reference all information disclosed in any other section of the Schedules. Capitalized terms used in the Schedules and not otherwise defined therein have the meanings given to them in this Agreement. The specification of any dollar amount or the inclusion of any item in the representations and warranties contained in this Agreement, the Schedules or the attached Exhibits is not intended to imply that the amounts, or higher or lower amounts, or the items so included, or other items, are or are not required to be disclosed (including whether such amounts or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course or consistent with past practice, and no party will use the fact of the setting of the amounts or the fact of the inclusion of any item in this Agreement, the Schedules, Updated Schedules or Exhibits in any dispute or controversy between the Parties as to whether any obligation, item or matter not set forth or included in this Agreement, the Schedules or Exhibits is or is not required to be disclosed (including whether the amount or items are required to be disclosed as material or threatened) or are within or outside of the Ordinary Course. In addition, matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be reflected in the Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. No information set forth in the Schedules will be deemed to broaden in any way the scope of the parties’ representations and warranties. Any description of any agreement, document, instrument, plan, arrangement or other item set forth on any Schedule is a summary only and is qualified in its entirety by the terms of such agreement, document, instrument, plan, arrangement or item

which terms will be deemed disclosed for all purposes of this Agreement. The information contained in this Agreement, in the Schedules and Exhibits hereto is disclosed solely for purposes of this Agreement, and no information contained herein or therein will be deemed to be an admission by any Party to any third party of any matter whatsoever, including any violation of Law or breach of contract.

10.11 Complete Agreement. This Agreement, together with the Confidentiality Agreement, the Escrow Agreement and any other agreements expressly referred to herein, contains the entire agreement of the parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the transactions contemplated by this Agreement and supersedes all prior agreements among the Parties respecting the sale and purchase of the Acquired Assets and the Assumed Liabilities and the transactions contemplated by this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, the terms and provisions of the execution version of this Agreement will control and prior drafts of this Agreement and the documents referenced herein will not be considered or analyzed for any purpose (including in support of parol evidence proffered by any Person in connection with this Agreement), will be deemed not to provide any evidence as to the meaning of the provisions hereof or the intent of the Parties with respect hereto and will be deemed joint work product of the Parties.

10.12 Specific Performance. The Parties agree that irreparable damage, for which monetary relief, even if available, would not be an adequate remedy, would occur in the event that any provision of this Agreement is not performed in accordance with its specific terms or is otherwise breached, including if any Party fails to take any action required of it hereunder to consummate the transactions contemplated by this Agreement. It is accordingly agreed that (a) the Parties will be entitled to an injunction or injunctions, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in the courts described in Section 10.13 without proof of damages or otherwise, this being in addition to any other remedy to which they are entitled under this Agreement, and (b) the right of specific performance and other equitable relief is an integral part of the transactions contemplated by this Agreement and without that right, neither Sellers nor Purchaser would have entered into this Agreement. The Parties acknowledge and agree that any Party pursuing an injunction or injunctions or other Order to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in accordance with this Section 10.12 will not be required to provide any bond or other security in connection with any such Order. The remedies available to Sellers pursuant to this Section 10.12 will be in addition to any other remedy to which they were entitled at law or in equity, and the election to pursue an injunction or specific performance will not restrict, impair or otherwise limit any Seller from seeking to collect or collecting damages. If, prior to the Outside Date, any Party brings any action, in each case in accordance with this Section 10.12, to enforce specifically the performance of the terms and provisions hereof by any other party, the Outside Date will automatically be extended (y) for the period during which such action is pending, plus ten (10) Business Days or (z) by such other time period established by the court presiding over such action, as the case may be. In no event will this Section 10.12 be used, alone or together with any other provision of this Agreement, to require any Seller to remedy any breach of any representation or warranty of any Seller made herein.

10.13 Jurisdiction and Exclusive Venue. Each of the Parties irrevocably agrees that any Action that may be based upon, arising out of or related to this Agreement or the negotiation, execution or performance of this Agreement and the transactions contemplated hereby brought by any other Party or its successors or assigns will be brought and determined only in (a) the Bankruptcy Court and any federal court to which an appeal from the Bankruptcy Court may be validly taken or (b) in the event the Bankruptcy Case is closed, or if the Bankruptcy Court is unwilling or unable to hear such Action, in the Delaware Chancery Court and any state court sitting in the State of Delaware to which an appeal from the Delaware Chancery Court may be validly taken (or, if the Delaware Chancery Court declines to accept jurisdiction over a particular matter, any state or federal court within the state of Delaware) ((a) and (b), the “Chosen Courts”), and each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the Chosen Courts for itself and with respect to its property, generally and unconditionally, with regard to any such Action arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties agrees not to commence any Action relating thereto except in the Chosen Courts, other than Actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any Chosen Court, and no party will file a motion to dismiss any Action filed in a Chosen Court on any jurisdictional or venue-related grounds, including the doctrine of *forum non-conveniens*. The Parties irrevocably agree that venue would be proper in any of the Chosen Courts, and hereby irrevocably waive any objection that any such court is an improper or inconvenient forum for the resolution of such Action. Each of the Parties further irrevocably and unconditionally consents to service of process in the manner provided for notices in Section 10.3. Nothing in this Agreement will affect the right of any Party to this agreement to serve process in any other manner permitted by Law.

10.14 Governing Law; Waiver of Jury Trial.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement, and any Action that may be based upon, arising out of or related to this Agreement or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby will be governed by and construed in accordance with the internal Laws of the State of Delaware applicable to agreements executed and performed entirely within such State without regards to conflicts of law principles of the State of Delaware or any other jurisdiction that would cause the Laws of any jurisdiction other than the State of Delaware to apply.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, THE DOCUMENTS AND AGREEMENTS CONTEMPLATED HEREBY AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND THEREFORE HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION BASED ON, ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY DOCUMENT OR AGREEMENT CONTEMPLATED HEREBY OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY. EACH OF THE PARTIES AGREES AND CONSENTS THAT ANY SUCH ACTION WILL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY

COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE IRREVOCABLE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. EACH PARTY (I) CERTIFIES THAT NO ADVISOR OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

10.15 No Right of Set-Off. Purchaser, on its own behalf and on behalf the Purchaser Group and its and their respective successors and permitted assigns, hereby waives any rights of set-off, netting, offset, recoupment, or similar rights that Purchaser, any member of the Purchaser Group or any of its or their respective successors and permitted assigns has or may have with respect to the payment of the Purchase Price or any other payments to be made by Purchaser pursuant to this Agreement or any other document or instrument delivered by Purchaser in connection herewith.

10.16 Counterparts and PDF. This Agreement and any other agreements referred to herein or therein, and any amendments hereto or thereto, may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together will constitute one and the same instrument. Any counterpart, to the extent signed and delivered by means of a facsimile machine, .PDF or other electronic transmission, will be treated in all manner and respects as an original contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. Minor variations in the form of the signature page to this Agreement or any agreement or instrument contemplated hereby, including footers from earlier versions of this Agreement or any such other document, will be disregarded in determining the effectiveness of such signature. At the request of any party hereto or to any such contract, each other party hereto or thereto will re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such contract will raise the use of a facsimile machine, .PDF or other electronic transmission to deliver a signature or the fact that any signature or contract was transmitted or communicated through the use of facsimile machine, .PDF or other electronic transmission as a defense to the formation of a contract and each such party forever waives any such defense.

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

10.18 Bulk Sales Laws. The Parties intend that pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Acquired Assets shall be free and clear of any security interests in the Acquired Assets, including any liens or claims arising out of the bulk transfer laws, and the parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order. In furtherance of the foregoing, each Party hereby waives compliance by the Parties

with the “bulk sales,” “bulk transfers” or similar Laws and all other similar Laws in all applicable jurisdictions in respect of the transactions contemplated by this Agreement.

10.19 Fiduciary Obligations. Nothing in this Agreement, or any document related to the transactions contemplated hereby, will require any Seller or any Seller’s board of directors, board of managers, directors, managers, officers or members, or other similar governing body or fiduciary, to take any action, or to refrain from taking any action, to the extent such person or body determines that taking such action, or refraining from taking such action, may be inconsistent with applicable law or its or their fiduciary obligations under applicable law. For the avoidance of doubt, Sellers retain the right to pursue any transaction or restructuring strategy that, in Sellers’ business judgment, will maximize the value of their estates.

ARTICLE XI

ADDITIONAL DEFINITIONS AND INTERPRETIVE MATTERS

11.1 Certain Definitions.

(a) “Action” means any action, claim (including a counterclaim, cross-claim, or defense), complaint, grievance, summons, suit, litigation, arbitration, mediation, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation, of any kind whatsoever, regardless of the legal theory under which such liability or obligation may be sought to be imposed, whether sounding in contract or tort, or whether at law or in equity, or otherwise under any legal or equitable theory, commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body.

(b) “Advisors” means, with respect to any Person, the accountants, attorneys, consultants, advisors, investment bankers, or other representatives of such Person.

(c) “Affiliate” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

(d) “Alternative Transaction” means any transaction (or series of transaction), whether direct or indirect, concerning a sale, merger, acquisition, issuance, financing, recapitalization, reorganization, liquidation or disposition of any Seller or any portion of the equity interests or any material portion of the Acquired Assets (in any form of transaction, whether by merger, sale of assets or equity or otherwise).

(e) “Auction” has the meaning set forth in the Bidding Procedures Order.

(f) “Bid Deadline” has the meaning set forth in the Bidding Procedures Order.

(g) “Bidding Procedures Order” means the [*Order (I) Approving the Bid Procedures for the Sale of Substantially All of the Debtors’ Assets (II) Scheduling an Auction and Hearing to Consider the Sale, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving Certain Expense Reimbursement Provisions and Breakup Fee, and (V) Granting Related Relief*] entered at docket number [_____] in the Bankruptcy Case.

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

(i) “Cash and Cash Equivalents” means all of the Company’s cash (including petty cash and checks received prior to the close of business on the Closing Date), checking account balances, marketable securities, certificates of deposits, time deposits, bankers’ acceptances, commercial paper, security entitlements, securities accounts, commodity Contracts, commodity accounts, government securities and any other cash equivalents, whether on hand, in transit, in banks or other financial institutions, or otherwise held.

(j) “Code” means the United States Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, as the same may be in effect from time to time.

(k) “Confidentiality Agreement” means the [Confidentiality Agreement], dated as of [_____] , 2017, by and between [the Company] and [Purchaser].

(l) “Consent” means any approval, consent, ratification, permission, waiver or authorization, or an Order of the Bankruptcy Court that deems or renders unnecessary the same.

(m) “Contract” means any contract, indenture, note, bond, lease, sublease, license or other agreement that is binding upon a Person or its property.

(n) “DIP Facility” means the Senior Secured Super-Priority Priming Debtor-In-Possession Credit Agreement, dated as of October 5, 2017, among GST Autoleather Cayman I Ltd., GST Autoleather, Inc., GST Autoleather Cayman II Ltd., Royal Bank of Canada, as Administrative Agent and Collateral Agent, and the other Lenders party thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time.

(o) “Designated Contracts” means those Contracts set forth on Schedule 11.1(o).

(p) “Documents” means all of the Company’s written files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, plans, operating records, safety and environmental reports, data, studies and documents, Tax Returns, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, research material, technical documentation (design specifications, engineering information, test results, maintenance schedules, functional requirements, operating instructions, logic manuals, processes, flow charts, etc.), user documentation (installation guides, user manuals, training materials, release notes, working papers, etc.), marketing documentation

(sales brochures, flyers, pamphlets, web pages, etc.) and other similar materials, in each case whether or not in electronic form.

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

(r) “Environmental Laws” all applicable Laws concerning pollution or protection of the environment.

(s) “Equipment” means any and all equipment, computers, furniture, furnishings, fixtures, office supplies, supply inventory, vehicles and all other fixed assets.

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

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

(v) “Governmental Authorization” means any permit, license, certificate, approval, consent, permission, clearance, designation, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Law.

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

(x) “Hazardous Substance” means any toxic or hazardous material, substance or waste as to which liability or standards of conduct may be imposed under any Environmental Laws.

(y) “HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the regulations promulgated thereunder.

(z) “Intellectual Property” means all of the following: (i) patents, patent applications and patent disclosures; (ii) trademarks, service marks, trade dress, corporate names and Internet domain names, together with all goodwill associated with each of the foregoing; (iii) copyrights; (iv) registrations and applications for any of the foregoing; (v) trade secrets and know-how; and (vi) all other intellectual property.

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

(bb) “Knowledge” or “Knowledge of the Company” or “Knowledge of Sellers” means the actual knowledge of [_____].

(cc) “Law” means any federal, state, provincial, local, municipal, foreign or international, multinational or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, determination, decision, opinion or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body.

(dd) “Leasehold Improvements” means all buildings, structures, improvements and fixtures which are owned by a Seller and located on any Leased Real Property, regardless of whether title to such buildings, structures, improvements or fixtures are subject to reversion to the landlord or other third party upon the expiration or termination of the lease for such Leased Real Property.

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

(ff) “Material Adverse Effect” means any event, change, occurrence or effect (each, an “Effect”) that, individually or in the aggregate with all other Effects, has had, or would reasonably be expected to have, a material adverse effect on the Acquired Assets and Assumed Liabilities, taken as whole; provided that none of the following shall constitute, or be taken into account in determining whether or not there has been, a Material Adverse Effect: (i) Effects in, arising from or relating to general business or economic conditions affecting the industry in

which the Company and its Subsidiaries operate, (ii) Effects in, arising from or relating to national or international political or social conditions, including the engagement by the United States in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military, cyber or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, asset, equipment or personnel of the United States, (iii) Effects in, arising from or relating to financial, banking, or securities markets (including (A) any disruption of any of the foregoing markets, (B) any change in currency exchange rates, (C) any decline or rise in the price of any security, commodity, contract or index and (D) any increased cost, or decreased availability, of capital or pricing or terms related to any financing for the transactions contemplated by this Agreement, (iv) Effects in, arising from or relating to changes in, GAAP, (v) Effects in, arising from or relating to changes in, Laws or other binding directives or determinations issued or made by or agreements with or consents of any Governmental Body (including, for the avoidance of doubt, any such items related to Section 6.5), (vi) Effects in, arising from or relating to (A) the taking of any action permitted or contemplated by this Agreement or at the request of Purchaser or its Affiliates, (B) the failure to take any action if such action is prohibited by this Agreement, (C) Purchaser's failure to consent to any of the actions restricted in Section 6.1 or (D) the negotiation, announcement or pendency of this Agreement or the transactions contemplated hereby or the identity, nature or ownership of Purchaser, including the impact thereof on the relationships, contractual or otherwise, of the business of the Company or any of its Subsidiaries with employees, customers, lessors, suppliers, vendors or other commercial partners, (vii) Effects in, arising from or relating to any existing event, occurrence, or circumstance with respect to which Purchaser has knowledge as of the date hereof, including any matter set forth in the Schedules, (viii) Effects that arise from any seasonal fluctuations in the business, (ix) any failure, in and of itself, to achieve any budgets, projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (whether or not shared with Purchaser or its Affiliates or Advisors) (but, for the avoidance of doubt, not the underlying causes of any such failure to the extent such underlying cause is not otherwise excluded from the definition of Material Adverse Effect), (x) the effect of any action taken by the Purchaser or its Affiliates with respect to the transactions completed by this Agreement or the financing thereof (xi) the matters set forth on the Schedules and any changes or developments in, or effects or results arising from or relating to, matters expressly set forth on the Schedules, or (xii)(A) the commencement or pendency of the Bankruptcy Case; (B) any objections in the Bankruptcy Court to (1) this Agreement or any of the transactions contemplated hereby or thereby, (2) the reorganization of Sellers and any related plan of reorganization or disclosure statement, (3) the Bidding Procedures Motion and Sale Motion or (4) the assumption or rejection of any Assigned Contract; (C) any Order of the Bankruptcy Court or any actions or omissions of Sellers or their Subsidiaries in compliance therewith; except in the case of the clauses (i), (ii) or (iii), to the extent such Effects have a materially disproportionate impact on the Acquired Assets taken as a whole, as compared to other participants engaged in the industries and geographies in which Sellers operate.

(gg) “Order” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Body, including any Order entered by the Bankruptcy Court in the Bankruptcy Case (including the Sale Order).

(hh) “Ordinary Course” means the ordinary and usual course of operations of the business of the Company and its Subsidiaries taken as a whole consistent with past practice, taking into account the commencement of the Bankruptcy Case.

(ii) “Permitted Encumbrances” means (i) Encumbrances for utilities and current Taxes not yet due and payable or being contested in good faith, (ii) easements, rights of way, restrictive covenants, encroachments and similar non-monetary encumbrances or non-monetary impediments against any of the Acquired Assets which do not, individually or in the aggregate, adversely affect the operation of the Acquired Assets and, in the case of the Owned Real Property and Leased Real Property, which do not, individually or in the aggregate, adversely affect the use or occupancy of such Owned Real Property or Leased Real Property as it relates to the operation of the Acquired Assets, (iii) applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law which are not violated by the current use or occupancy of such Owned Real Property or Leased Real Property, as applicable, (iv) materialmen’s, mechanics’, artisans’, shippers’, warehousemen’s or other similar common law or statutory liens incurred in the Ordinary Course for amounts not yet due and payable, (v) licenses granted on a non-exclusive basis, (vi) such other Encumbrances or title exceptions as Purchaser may approve in writing in its sole discretion or which do not, individually or in the aggregate, materially and adversely affect the operation of the Acquired Assets, (vii) any Encumbrances set forth on Schedule 11.1(ii) and (viii) any Encumbrances that will be removed or released by operation of the Sale Order.

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

(kk) “Pre-Closing Tax Period” means all taxable periods ending on or prior to the Closing Date and the portion ending on the Closing Date of any taxable period that includes but does not end on the Closing Date.

(ll) “Purchaser Group” means Purchaser, any Affiliate of Purchaser and each of their respective former, current or future Affiliates, officers, directors, employees, partners, members, managers, agents, Advisors, successors or permitted assigns.

(mm) “Sale Motion” means the motion or motions of the Company seeking approval and entry of the Sale Order.

(nn) “Sale Order” means an order substantially in the form attached hereto as Exhibit C and otherwise reasonably acceptable to the Parties.

(oo) “Seller Parties” means Sellers and the Company’s Subsidiaries and each of their respective former, current, or future Affiliates, officers, directors, employees, partners, members, equityholders, controlling or controlled persons, managers, agents, Advisors, successors or permitted assigns.

(pp) “Subsidiary” or “Subsidiaries” means, with respect to any Person, any corporation of which a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or

trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of such Person or a combination thereof or any partnership, association or other business entity of which a majority of the partnership or other similar ownership interest is at the time owned or controlled, directly or indirectly, by such Person or one or more Subsidiaries of such Person or a combination thereof.

(qq) “Tax” or “Taxes” means any federal, state, local, non-U.S. or other income, gross receipts, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, ad valorem/personal property, stamp, excise, occupation, sales, use, transfer, value added, import, export, alternative minimum or estimated tax, including any interest, penalty or addition thereto.

(rr) “Tax Return” means any return, claim for refund, report, statement or information return relating to Taxes, including any schedule or attachment thereto, and including any amendments thereof.

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11.3 Rules of Interpretation. Unless otherwise expressly provided in this Agreement, the following will apply to this Agreement, the Schedules and any other certificate, instrument, agreement or other document contemplated hereby or delivered hereunder.

(a) Accounting terms which are not otherwise defined in this Agreement have the meanings given to them under GAAP consistently applied. To the extent that the definition of an accounting term defined in this Agreement is inconsistent with the meaning of such term under GAAP, the definition set forth in this Agreement will control.

(b) The terms "hereof," "herein" and "hereunder" and terms of similar import are references to this Agreement as a whole and not to any particular provision of this Agreement. Section, clause, Schedule and Exhibit references contained in this Agreement are references to sections, clauses, Schedules and Exhibits in or to this Agreement, unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(c) Whenever the words "include," "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." Where the context permits, the use of the term "or" will be equivalent to the use of the term "and/or."

(d) The words "to the extent" shall mean "the degree by which" and not "if."

(e) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period will be excluded. If the last day of such period is a day other than a Business Day, the period in question will end on the next succeeding Business Day.

(f) Words denoting any gender will include all genders, including the neutral gender. Where a word is defined herein, references to the singular will include references to the plural and vice versa.

(g) The word "will" will be construed to have the same meaning and effect as the word "shall". The words "shall," "will," or "agree(s)" are mandatory, and "may" is permissive.

(h) All references to "\$" and dollars will be deemed to refer to United States currency unless otherwise specifically provided.

(i) All references to a day or days will be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

(j) Any document or item will be deemed "delivered", "provided" or "made available" by the Company, within the meaning of this Agreement if such document or item

(a) is included in the Dataroom, (b) actually delivered or provided to Purchaser or any of Purchaser's Advisors or (c) made available upon request, including at the Company's or any of its Subsidiaries' offices.

(k) Any reference to any agreement or contract will be a reference to such agreement or contract, as amended, modified, supplemented or waived.

(l) Any reference to any particular Code section or any Law will be interpreted to include any amendment to, revision of or successor to that section or Law regardless of how it is numbered or classified; provided that, for the purposes of the representations and warranties set forth herein, with respect to any violation of or non-compliance with, or alleged violation of or non-compliance, with any Code section or Law, the reference to such Code section or Law means such Code section or Law as in effect at the time of such violation or non-compliance or alleged violation or non-compliance.

(m) All references to a day or days shall be deemed to refer to a calendar day or calendar days, as applicable, unless otherwise specifically provided.

[Signature page(s) follow.]

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

[PURCHASER]

By: _____
Name:
Title:

[SELLERS]

By: _____
Name:
Title:

Exhibit B

Proposed Form of Sale Order

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

In re:	)	Chapter 11
GST AUTOLEATHER, INC., <i>et al.</i> , ¹	)	Case No. 17-12100 (LSS)
Debtors.	)	(Jointly Administered)
	)	Re: Docket No. _____

**ORDER (I) APPROVING
THE SUCCESSFUL BIDDER'S APA AND AUTHORIZING
THE SALE OF ASSETS OUTSIDE THE ORDINARY COURSE
OF BUSINESS, (II) AUTHORIZING THE SALE OF SUBSTANTIALLY
ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS,
CLAIMS, ENCUMBRANCES, AND INTERESTS, (III) AUTHORIZING
THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the “Sale Motion”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Sale Order”): (a) approving the asset purchase agreement (the “Agreement”) attached to this Sale Order as Exhibit 1; (b) authorizing and approving the Sale of the Assets free and clear of liens, claims, encumbrances, and other interests to the extent set forth in the Agreement; (c) authorizing the assumption and assignment of the Assumed Contracts; and (d) granting related relief; and this Court having entered an order on November 15, 2017 at [Docket No. 263] (the “Bid Procedures Order”) approving, among other things, the proposed form of notice of the Sale Hearing; and the Debtors having determined, after an extensive marketing process, that

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtors’ federal tax identification number, include: GST AutoLeather, Inc. (5289); GST AutoLeather Cayman I Ltd. (n/a); GST AutoLeather Cayman II Ltd. (n/a); GST AutoLeather HoldCo Corp. (4266); GST Innovations, LLC (5563); and Strategic Financial LLC (n/a). The location of the Debtors’ service address is: 20 Oak Hollow Drive, Suite 300, Southfield, Michigan 48033.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

[redacted] (the “Purchaser”) has submitted the highest or otherwise best bid for the Assets; and upon adequate and sufficient notice of the Sale Motion, the Agreement, and all other related transactions contemplated thereunder and in this Sale Order; and all interested parties having been afforded an opportunity to be heard with respect to the Sale Motion and all relief related thereto; and the Court having reviewed and considered the Sale Motion and all relief related thereto and any objections thereto; and upon the full record in support of the relief requested by the Debtors in the Motion; and this Court having jurisdiction over this matter; and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Sale Motion in this district is proper; and it further appearing that the legal and factual bases set forth in the Sale Motion and at the Sale Hearing (if any) establish just cause for the relief granted herein; and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest; and upon the full record of these chapter 11 cases and all other pleadings and proceedings, including the Sale Motion; and after due deliberation thereon, and good and sufficient cause appearing therefor,

THE COURT HEREBY FINDS THAT:³

I. Jurisdiction, Final Order, and Statutory Predicates.

A. This Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a). Venue is proper in this District and in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

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

B. The statutory predicates for the relief requested in the Sale Motion are sections 105(a), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002(a)(2), 6004, 6006, 9007, and 9014.

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

II. Notice of the Sale and Cure Amounts.

D. Actual written notice of the Sale Motion, and a reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein, has been afforded to all known interested entities, including, but not limited to the following parties (the “Notice Parties”): (a) the Office of the United States Trustee for the District of Delaware; (b) counsel to the Committee; (c) counsel to the agent under the Debtors’ first lien credit facility and the Debtors’ debtor-in-possession credit facility; (d) counsel to the agent under the Debtors’ mezzanine credit facility; (e) the United States Attorney’s Office for the District of Delaware; (f) the Internal Revenue Service; (g) the office of the attorneys general for the states in which the Debtors operate; (h) all known holders of liens, encumbrances, and other claims secured by the Assets; (i) all parties who are known or reasonably believed, after reasonable inquiry, to have asserted any lien, encumbrance, claim, or interest in the Assets; (j) the Contract Counterparties; and (k) any party that has requested notice pursuant to Bankruptcy Rule 2002. As evidenced by the affidavits of service and publication previously filed with the Court [Docket Nos. ____], due, proper, timely, adequate, and sufficient notice of the Sale Motion, the Sale Hearing, the Auction,

the Sale, and the assumption and assignment of the Assumed Contracts to be assumed and assigned to the Purchaser at Closing pursuant to this Sale Order has been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 9007, and 9014 and in compliance with the Bid Procedures Order.

E. Notice of the Sale Hearing and Sale was timely, proper, and reasonably calculated to provide the Notice Parties and all other interested parties with timely and proper notice of the Sale and the Sale Hearing, and no other or further notice of the Sale Motion, the Auction, the Sale, and the Sale Hearing is, or shall be, required.

F. A reasonable opportunity to object and be heard with respect to the Sale and the Sale Motion and the relief requested therein has been afforded to all interested persons and entities, including the Notice Parties.

III. Good Faith of Purchaser.

G. The Agreement was negotiated, proposed, and entered into by the Debtors and the Purchaser without collusion, in good faith, and from arm's-length bargaining positions.

H. Neither the Debtors nor the Purchaser have engaged in any conduct that would cause or permit the Agreement to be avoided under Bankruptcy Code section 363(n). The Debtors and the Purchaser have not engaged in any conduct that would cause or permit the Agreement or the consummation of the Sale to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code. All payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the Sale have been disclosed. The Purchaser is purchasing the Assets in good faith and is a good-faith buyer within the meaning of section 363(m) of the Bankruptcy Code and is not an "insider" of any Debtor (as defined under section 101(31) of the Bankruptcy Code). The Purchaser is therefore entitled to all of the protections afforded under section 363(m) of the Bankruptcy Code.

IV. Highest and Best Offer.

I. The Debtors' marketing process with respect to the Assets, including the Debtors' prepetition marketing process with respect to the Assets, afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Assets. The Agreement constitutes the highest and best offer for the Assets, and the Debtors' determination that the Agreement constitutes the highest and best offer for the Assets constitutes a valid and sound exercise of the Debtors' business judgment.

J. Approval of the Sale Motion and the Agreement and the consummation of the transactions contemplated thereby is in the best interests of the Debtors' chapter 11 estates, their creditors, and other parties in interest.

V. No Merger.

K. The Purchaser is not a mere continuation of the Debtors or their estates and there is no continuity of enterprise between the Purchaser and the Debtors. The Purchaser is not holding itself out to the public as a continuation of the Debtors. The Purchaser is not a successor to the Debtors or their estates by reason of any theory of law or equity, and the Sale does not amount to a consolidation, merger, or *de facto* merger of Purchaser and the Debtors.

VI. Validity of Transfer.

L. The Agreement was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia. Neither the Debtors nor the Purchaser is entering into the transactions contemplated by the Agreement fraudulently for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims.

M. The Debtors are the sole and lawful owners of the Assets. The Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the

meaning of section 541(a) of the Bankruptcy Code. Subject to section 363(f) of the Bankruptcy Code, the transfer of each of the Assets to the Purchaser will be, as of the Closing Date, a legal, valid, and effective transfer of the Assets, which transfer vests or will vest the Purchaser with all right, title, and interest of the Debtors to the Assets free and clear of (a) all liens (including any liens as that term is defined in section 101(37) of the Bankruptcy Code) and encumbrances relating to, accruing, or arising any time prior to the Closing Date (collectively, the “Liens”) and (b) all debts arising under, relating to, or in connection with any act of the Debtors or claims (as that term is defined in section 101(5) of the Bankruptcy Code), liabilities, obligations, demands, guaranties, options in favor of third parties, rights, contractual commitments, restrictions, interests, mortgages, hypothecations, charges, indentures, loan agreements, instruments, collective bargaining agreements, leases, licenses, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, judgments, claims for reimbursement, contribution, indemnity, exoneration, infringement, products liability, alter-ego, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these cases, and whether imposed by agreement, understanding, law, equity or otherwise (including, without limitation, rights with respect to Claims (as defined below) and Liens (A) that purport to give to any party a right of setoff or recoupment against, or a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase or repurchase right or option, or termination of, any of the Debtors’ or the Purchaser’s interests in the Assets, or any similar rights, or (B) in respect of taxes, restrictions, rights of first refusal, charges of interests of any kind or nature, if any, including, without limitation, any restriction of use, voting, transfer, receipt of income or other exercise of any attributes of ownership) (collectively, as defined in this clause (ii), “Claims”), relating to, accruing or arising any time prior to entry of this Sale

Order, with the exception of any such Liens or Claims that are expressly assumed by Purchaser under the Agreement (the “Permitted Obligations”), including, for the avoidance of doubt, cure costs or any other obligations arising under the Assumed Contracts to the extent set forth in the Agreement.

VII. Section 363(f) is Satisfied.

N. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full; therefore, the Debtors may sell the Assets free and clear of any interest in the property other than the Permitted Obligations.

O. The Purchaser would not have entered into the Agreement and would not consummate the transactions contemplated thereby if the sale of the Assets to the Purchaser were not free and clear of all Liens and Claims, other than Permitted Obligations, or if the Purchaser would, or in the future could, be liable for any of such Liens and Claims (other than the Permitted Obligations).

P. The Debtors may sell the Assets free and clear of all Liens and Claims against the Debtors, their estates, or any of the Assets (except the Permitted Obligations) because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Liens or Claims against the Debtors, their estates, or any of the Assets who did not object, or who withdrew their objections, to the Sale or the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. All other holders of Liens or Claims (except to the extent that such Liens or Claims are Permitted Obligations) are adequately protected by having their Liens or Claims, if any, in each instance against the Debtors, their estates, or any of the Assets, attach to the net cash proceeds of the Sale ultimately attributable to the Assets in which such creditor alleges a Lien or Claims, in the same order of priority, with the same validity, force, and effect that such Liens or Claims had prior to

the Sale, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

VIII. Cure Costs and Adequate Assurance of Future Performance.

Q. The assumption and assignment of the Assumed Contracts pursuant to the terms of this Sale Order is integral to the Agreement and is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors. Subject to the terms and conditions of the Agreement, the Purchaser shall: (a) to the extent necessary, cure or provide adequate assurance of cure, of any default existing prior to the date hereof with respect to the Assumed Contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code, and (b) to the extent necessary, provide compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof with respect to the Assumed Contracts, within the meaning of sections 365(b)(1)(B) and 365(f)(2)(A) of the Bankruptcy Code. The Purchaser's promise to pay the Cure Amounts and to perform the obligations under the Assumed Contracts shall constitute adequate assurance of future performance within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

IX. Compelling Circumstances for an Immediate Sale.

R. Good and sufficient reasons for approval of the Agreement and the Sale have been articulated. The relief requested in the Sale Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest. The Debtors have demonstrated both (a) good, sufficient, and sound business purposes and justifications for approving the Agreement and (b) compelling circumstances for the Sale outside the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code before, and outside of, a plan of reorganization, in that,

among other things, the immediate consummation of the Sale to the Purchaser is necessary and appropriate to maximize the value of the Debtors' estates and the Sale will provide the means for the Debtors to maximize distributions to creditors.

THE COURT HEREBY ORDERS THAT:

I. General Provisions.

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

2. The relief requested in the Sale Motion and the transactions contemplated thereby and by the Agreement are approved as set forth in this Sale Order and on the record of the Sale Hearing, which is incorporated herein as if set forth fully in this Sale Order, and the Sale contemplated thereby is approved.

3. All objections to the Sale Motion or the relief requested therein that have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing (if any) or by stipulation filed with the Court, and all reservations of rights included in such objections or otherwise, are hereby denied and overruled on the merits with prejudice. Those parties who did not object or withdrew their objections to the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.

II. Approval of the Agreement.

4. The Agreement and all other ancillary documents, and all of the terms and conditions thereof, are hereby approved.

5. Pursuant to sections 363(b) and (f) of the Bankruptcy Code, the Debtors are authorized and empowered to take any and all actions necessary or appropriate to (a) consummate the Sale pursuant to and in accordance with the terms and conditions of the Agreement, (b) close the Sale as contemplated in the Agreement and this Sale Order, and (c) execute and deliver, perform under, consummate, implement, and fully close the Agreement, including the assumption and assignment to the Purchaser of the Assumed Contracts, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Agreement and the Sale.

6. This Sale Order shall be binding in all respects upon the Debtors, their estates, all creditors of, and holders of equity interests in, any Debtor, any holders of Liens, Claims, or other interests (whether known or unknown) in, against or on all or any portion of the Assets, all counterparties to any executory contract or unexpired lease of the Debtors, the Purchaser and all successors and assigns of the Purchaser, the Assets, and any trustees, if any, subsequently appointed in any of the Debtors' chapter 11 cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of the Debtors' cases. This Sale Order and the Agreement shall inure to the benefit of the Debtors, their estates and creditors, the Purchaser, and the respective successors and assigns of each of the foregoing.

III. Transfer of the Assets.

7. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, the Debtors are authorized to transfer the Assets to the Purchaser in accordance with the terms of the Agreement and such transfer shall constitute a legal, valid, binding, and effective transfer of such Assets and shall vest Purchaser with title to the Assets and, other than the Permitted Obligations, shall be free and clear of all Liens, Claims, and other interests of any kind or nature whatsoever, with all such Liens, Claims, or other interests to attach to the net cash

proceeds ultimately attributable to the property against or in which such Liens, Claims, or other interests are asserted, subject to the terms thereof, with the same validity, force, and effect, and in the same order of priority, which such Liens, Claims, or other interests had prior to the Sale, subject to any rights, claims, and defenses the Debtors or their estates, as applicable, may possess with respect thereto.

8. The Debtors are hereby authorized to take any and all actions necessary to consummate the Agreement, including any actions that otherwise would require further approval by shareholders, members, or its board of directors, as the case may be, without the need of obtaining such approvals.

9. The transfer of the Assets to the Purchaser pursuant to the Agreement does not require any consents other than as specifically provided for in the Agreement. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement. A certified copy of this Sale Order may be filed with the appropriate clerk or recorded with the recorder of any state, county, or local authority to act to cancel any of the Liens, Claims, and other encumbrances of record except those assumed as Permitted Obligations.

10. If any person or entity that has filed statements or other documents or agreements evidencing Claims or Liens on, or interests in, all or any portion of the Assets (other than statements or documents with respect to Permitted Obligations) shall not have delivered to the Debtors, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and any other documents necessary for the purpose of documenting the release of all Claims, Liens, or interests which the

person or entity has or may assert with respect to all or any portion of the Assets, the Debtors are hereby authorized, and the Purchaser is hereby authorized, on behalf of the Debtors and the Debtors' creditors, to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Assets.

11. This Sale Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement.

12. All persons and entities that are presently, or on the Closing may be, in possession of some or all of the Assets to be sold, transferred or conveyed to the Purchaser pursuant to the Agreement are hereby directed to surrender possession of the Assets to the Purchaser on the Closing Date. Subject to the terms, conditions, and provisions of this Sale Order, all persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Assets to the Purchaser in accordance with the terms of the Agreement and this Sale Order.

IV. Assumption and Assignment of Assumed Contracts.

13. The Debtors are hereby authorized and directed in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code to (a) assume and assign to Purchaser, in

accordance with the terms of the Agreement, the Assumed Contracts free and clear of all Liens, Claims, and other interests of any kind or nature whatsoever (other than the Permitted Obligations), and (b) execute and deliver to Purchaser such documents or other instruments as Purchaser deems may be necessary to assign and transfer the Assumed Contracts to Purchaser.

14. With respect to the Assumed Contracts: (a) the Debtors may assume each of the Assumed Contracts in accordance with section 365 of the Bankruptcy Code; (b) the Debtors may assign each Assumed Contract in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assumed Contract that prohibit or condition the assignment of such Assumed Contract or allow the party to such Assumed Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (c) all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to Purchaser of each Assumed Contract have been satisfied; and (d) the Assumed Contracts shall be transferred and assigned to, and following the closing of the Sale remain in full force and effect for the benefit of, Purchaser, notwithstanding any provision in any such Assumed Contract (including those of the type described in sections 365(b)(2) and (f) of the Bankruptcy Code) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability with respect to the Assumed Contracts after such assumption and assignment to Purchaser.

15. All defaults or other obligations of the Debtors under the Assumed Contracts arising or accruing prior to the closing of the Sale, or required to be paid pursuant to section 365

of the Bankruptcy Code in connection with the assumption and assignment of the Assumed Contracts, shall be cured by the Purchaser.

16. Upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested in all right, title and interest of each Assumed Contract. To the extent provided in the Agreement, the Debtors shall cooperate with, and take all actions reasonably requested by, the Purchaser to effectuate the foregoing.

17. Each Assumed Contract counterparty is deemed to have consented to assumption and assignment, and the Purchaser shall be deemed to have demonstrated adequate assurance of future performance with respect to such Assumed Contract pursuant to sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code.

18. Upon the Debtors' assignment of the Assumed Contracts to the Purchaser under the provisions of this Sale Order and any additional orders of this Court and Purchaser's payment of any cure amounts pursuant to the terms hereof or the Agreement, no default shall exist under any Assumed Contract, and no counterparty to any Assumed Contract shall be permitted (a) to declare a default by the Purchaser under such Assumed Contract or (b) to otherwise take action against the Purchaser as a result of any Debtors' financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Assumed Contract. Each non-Debtor party to an Assumed Contract hereby is also forever barred, estopped, and permanently enjoined from (a) asserting against the Debtors or Purchaser, or the property of any of them, any default or Claim arising out of any indemnity obligation or warranties for acts or occurrences arising prior to or existing as of the closing of the Sale, or, against Purchaser, any counterclaim, defense, setoff, or any other Claim asserted or assertable against the Debtors and (b) imposing or charging against Purchaser or its affiliates any rent accelerations, assignment fees, increases, or any other

fees as a result of the Debtors' assumption and assignments to Purchaser of the Assumed Contracts.

19. The Purchaser shall be deemed to be substituted for the Debtors as a party to the applicable Assumed Contracts and the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Assumed Contracts.

20. All counterparties to the Assumed Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Purchaser, and shall not charge the Debtors or the Purchaser for any instruments, applications, consents, or other documents that may be required or requested by any public authority or other party or entity to effectuate the applicable transfers in connection with the Sale of the Assets.

V. Prohibition of Actions Against the Purchaser.

21. Except for the Permitted Obligations, or as otherwise expressly provided for in this Sale Order or the Agreement, the Purchaser shall not have any liability or other obligation of the Debtors arising under or related to any of the Assets. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein or in the Agreement, the Purchaser shall not be liable for any Claims or Liens against the Debtors or any of their predecessors or affiliates, and the Purchaser shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, under any theory of antitrust, environmental, successor, or transferee liability, labor law, *de facto* merger, mere continuation, or substantial continuity, whether known or unknown, now existing or hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether liquidated or unliquidated, including, but not limited to, liabilities on account of warranties, intercompany loans, and receivables among the Debtors, and any taxes arising, accruing, or payable under, out

of, in connection with, or in any way relating to the operation of any of the Assets prior to the closing of the Sale.

22. Except with respect to Permitted Obligations, or as otherwise permitted by the Agreement or this Sale Order, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade creditors, litigation claimants, and other creditors, holding Liens, Claims, or other interests of any kind or nature whatsoever against or in all or any portion of the Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate), arising under or out of, in connection with, or in any way relating to the Debtors, the Assets, the operation of the Debtors' business prior to the closing of the Sale, or the transfer of the Assets to the Purchaser, hereby are forever barred, estopped and permanently enjoined from asserting against the Purchaser, any of the foregoing's affiliates, successors, or assigns, their property or the Assets, such persons' or entities' Liens, Claims, or interests in and to the Assets, including, without limitation, the following actions:

(a) commencing or continuing in any manner any action or other proceeding against the Purchaser, its affiliates, its successors, assets or properties; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Purchaser, its affiliates, its successors, assets, or properties; (c) creating, perfecting, or enforcing any Lien or other Claim against the Purchaser, its affiliates, its successors, assets, or properties; (d) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due the Purchaser, its affiliates or its successors; (e) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Sale Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof;

or (f) revoking, terminating or failing or refusing to transfer or renew any license, permit or authorization to operate any of the Assets or conduct any of the businesses operated with the Assets.

23. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Assets to the Purchaser in accordance with the terms of the Agreement and this Sale Order.

24. Except as provided in the Agreement and without limiting other applicable provisions of this Sale Order, the Purchaser is not, by virtue of the consummation of the Sale, assuming, nor shall it be liable or responsible for, as a successor or otherwise (including with respect to successor or vicarious liabilities of any kind or character), under any theory of law or equity, including any theory of antitrust, environmental successor or transferee liability, labor law, *de facto* merger, or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter raised, which may be asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors, or any of their predecessors or affiliates or any obligations of the Debtors or their predecessors or affiliates arising prior to the Closing Date, for any liabilities, debts, commitments, or obligations (whether known or unknown, disclosed or undisclosed, absolute, contingent, inchoate, fixed or otherwise) in any way whatsoever relating to or arising from the Assets or the Debtors' operation of their businesses or use of the Assets on or prior to the Closing Date or any such liabilities, debts, commitments, or obligations that in any way whatsoever relate to periods on or prior to the Closing Date or are to be observed, paid, discharged, or performed on or prior to the Closing Date (in each case, including any liabilities that result from, relate to or arise out of tort or product liability claims), or any liabilities

calculable by reference to the Debtors or their assets or operations (including by reference to the Debtors' experience or similar ratings), or relating to continuing conditions existing on or prior to the Closing Date, including with respect to any of Debtors' predecessors or affiliates, which liabilities, debts, commitments, and obligations are hereby extinguished insofar as they may give rise to successor liability, without regard to whether the claimant asserting any such liabilities, debts, commitments, or obligations has delivered to the Purchaser a release thereof. The Purchaser has given substantial consideration under the Agreement for the benefit of the holders of any Liens or Claims. The consideration given by the Purchaser shall constitute valid and valuable consideration for the releases of any potential claims of successor liability of the Purchaser, which releases shall be deemed to have been given in favor of the Purchaser by all holders of Liens or Claims against or interests in the Debtors or any of the Assets.

VI. Other Provisions.

25. The consideration provided by the Purchaser to the Debtors pursuant to the Agreement for the Assets constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and under the laws of the United States, any state, territory, possession, or the District of Columbia.

26. The transactions contemplated by the Agreement are undertaken by the Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale, or the assumption and assignment of the Assumed Contracts, unless such authorization and such Sale are duly stayed pending such appeal. The Purchaser is a good faith buyer within the meaning of section 363(m)

of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

27. For cause shown, pursuant to Bankruptcy Rules 6004(h) and 7062(g), this Sale Order shall not be stayed, shall be effective immediately upon entry, and the Debtors and Purchaser are authorized to close the Sale immediately upon entry of this Sale Order.

28. The failure to specifically include any particular provision of the Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement be authorized and approved in its entirety; *provided that* this Sale Order shall govern if there is any inconsistency between the Agreement (including all ancillary documents executed in connection therewith) and this Sale Order.

29. The Agreement and any related agreements, documents or other instruments may be modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court; *provided that* the Debtors shall consult with the Committee and the DIP Agent regarding any material changes to the Agreement.

30. The Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the Agreement, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which any Debtor is a party or which has been assigned by the Debtors to the Purchaser, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale, including, but not limited to, retaining jurisdiction to: (a) compel delivery of the Assets to the Purchaser; (b) interpret, implement, and enforce the provisions of this Sale Order; (c) protect Purchaser against any Liens, Claims, or other interest in or against the Sellers or the Assets of any kind or nature whatsoever, attaching to the proceeds of the Sale; and

(d) enter any orders under sections 363 and 365 of the Bankruptcy Code with respect to the Assumed Contracts.

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

Dated: _____, 2018
Wilmington, Delaware

THE HONORABLE LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

The Agreement

Exhibit C

Assumed Contracts and Cure Costs

Contract Counterparty	Address	Contract Description	Cure Amount
ACOM SOLUTIONS INC.	2850 E. 29TH STREET LONG BEACH, CA 90806	Software Maintenance Renewal dated 10/31/2013	\$0.00
ADIENT PLC	49200 HALYARD DRIVE PLYMOUTH, MI 48170	Terms and Conditions of Purchase - Mexico	\$0.00
ADIENT PLC	49200 HALYARD DRIVE PLYMOUTH, MI 48170	Terms and Conditions of Purchase - United States	\$0.00
ADOBE SYSTEMS INC.	345 PARK AVENUE SAN JOSE, CA 95110	Software Subscription Renewal	\$0.00
ART LEATHER INC	2594 REYNOLDS ROAD WINSTON-SALEM , NC 27106	Supply and Consignment Agreement dated 5/10/2013	\$0.00
AT&T	ATTN: MASTER AGREEMENT SUPPORT TEAM ONE AT&T WAY BEDMINSTER, NJ 07921	Backup Service Subscription	\$0.00
AT&T	23500 NORTHWESTERN C200 SOUTHFIELD, MI 48075	Service Subscription Contract ID 1509541 dated 7/10/2009	\$31,479.12
AT&T	16025 NORTHLAND DRIVE SOUTHFIELD, MI 48175	Service Subscription Contract ID 4764474 dated 4/19/2016	\$0.00
AT&T	ATTN: MASTER AGREEMENT SUPPORT TEAM ONE AT&T WAY BEDMINSTER, NJ 07921	Plymouth Office Subscription dated 5/2/2016	\$213.55
AT&T	ATTN: MASTER AGREEMENT SUPPORT TEAM ONE AT&T WAY BEDMINSTER, NJ 07921	Southfield Office Subscription dated 5/2/2016	\$35.85
AT&T BUSINESS NETWORK SERVICES	2180 LAKE BLVD NE ATLANTA, GA 30329	Service Subscription Contract ID 1947161 dated 1/21/2016	\$749.96
AT&T TELECONFERENCING SERVICES	ONE AT&T WAY BEDMINSTER, NJ 07921	Service Subscription Amended pricing Schedule dated 2/2/2012	\$9,419.01
BAKERFIELD SOLUTIONS	450 E. 96TH STREET SUITE 500 INDIANAPOLIS , IN 46240	Hyperion Enterprise Hosting Agreement	\$0.00
BANK OF AMERICA, NA / MERRILL LYNCH, PIERCE, FENNER & SMITH	P.O. BOX 1501 MAIL CODE NJ2-140-03-50 PENNINGTON, NJ 08534	Retirement Plan Administration dated 8/1/2008	\$0.00

¹ The presence of a contract or lease on this Exhibit does not constitute an admission by the Debtors that such contract is an executory contract or such lease is an unexpired lease pursuant to section 365 of the Bankruptcy Code or any other applicable law, and the Debtors reserve all rights to withdraw any proposed assumption and assignment or to reject any contract or lease at any time before such contract or lease is assumed and assigned pursuant to an order of the Court.

BCBS OF MICHIGAN	P.O. BOX 553914 DETROIT, MI 48255-3914	Administrative Service Contract of Medical Insurance dated 5/3/2017	\$0.00
BELL FORKLIFT, INC.	34660 CENTAUR CLINTON TOWNSHIP, MI 48035	Maintenance Agreement dated 8/19/2015	\$0.00
BMW GROUP	300 CHESTNUT RIDGE ROAD WOODCLIFF LAKE, NJ 07677-7731	Terms and Conditions of Purchase for Production Materials and Automotive Components	\$0.00
BRIGHT HOUSE NETWORKS	5000 CAMPUSWOOD DRIVE SUITE 1 EAST SYRACUSE , NY 13057	Backup Internet Service Subscription Acct No. 0050704444-01	\$0.00
BT CONFERENCING VIDEO INC.	11400 WESTMOOR CIRCLE SUITE 225 WESTMINSTER, CO 80021	Software Service Contract dated 9/21/2017	\$0.00
BYK GARDNER USA	9104 GUILFORD RD COLUMBIA , MD 21046	Supply Agreement	\$0.00
CANON SOLUTIONS AMERICA INC.	ONE CANON PARK MELVILLE , NY 11747	Lease Agreement dated 6/15/2016	\$4,324.29
CDW, LLC	ATTN: SAM ALAMAD 200 N. MILWAUKEE AVE VERNON HILLS, IL 60061	Software Service Contract	\$0.00
CENTRACOMM	ATTN: SONJA COLE 323 SOUTH MAIN FINDLAY , OH 45840	Maintenance for Software Subscription dated 11/16/2016	\$4,120.32
CINTAS	29145 WEBB DR WESTLAND, MI 48185	Rental Service Agreement	\$2,056.75
CNI, INC.	1451 EAST LINCOLN MADISON HEIGHTS, MI 48071-4136	Purchase Order Terms and Conditions	\$0.00
COMCAST CORPORATION	COMCAST CENTER 1701 JFK BOULEVARD PHILADELPHIA, PA 19103	Internet Service Subscription dated 8/3/2017	\$0.00
CUEROS INDUSTRIALIZADOS DEL BA.FIO, S.A. DE C.V.	ATTN FRANCISCO RIOS BLVD HNOS. ALDAMA 4312 FRACC CIUDAD INDUSTRIAL LEON, 37490, MEXICO	Supply Agreement dated 8/31/2006 and Amendments	\$2,798,601.23
D&B LANSCAPING, INC.	13222 MERRIMAN RD LIVONIA , MI 48150	Spring/Summer Maintenance Agreement dated 10/5/2017	\$1,860.00
D&B LANSCAPING, INC.	13222 MERRIMAN RD LIVONIA , MI 48150	Winter Maintenance Agreement dated 3/24/2017	\$0.00
DATA NATIONAL	23382 COMMERCE DRIVE FARMINGTON HILLS, MI 48335	IT Service Agreement dated 10/14/2015	\$0.00
DATANATIONAL CORPORATION	ATTN: PRESIDENT OR CHIEF OPERATING OFFICER 23382 COMMERCE DRIVE FARMINGTON HILLS , MI 48355	Data Admin and Server Storage dated 2/1/2016	\$657.69

DELOITTE TAX, LLP	555 EAST WELLS STREET SUITE 1400 MILWAUKEE, WI 53202	Tax Compliance Services Agreement dated 2/19/2015	\$0.00
DENSO INTERNATIONAL AMERICA INC.	24777 DENSO DRIVE SOUTHFIELD, MI 48086	Southfield Lease Agreement with Amendments: Denso International America effective date 6/10/2014	\$537.98
DETROIT LEATHER SOLUTIONS S DE RL DE CV	ATTN: GENERAL MANAGER LIBRAMIENTO LOPEZ PORTILLO #10 PARQUE INDUSTRIAL MEGA ARETAGA COAHUILA, 25020, MEXICO	Alliance Agreement dated 2/26/2002 including Lease of Equipment Agreement, Services Agreement, Receivables Purchase Agreement, Pledge Agreement on Inventories, Confidentiality Agreement as Restated with Amendments	\$0.00
DETROIT TECHNOLOGIES INC	ATTN: COMPANY PRESIDENT 28588 NORTHWESTERN HIGHWAY SUITE 150 SOUTHFIELD , MI 48034	Alliance Agreement dated 2/26/2002 as Restated with Amendments	\$121,010.24
ECHELON LASER SYSTEMS LP	1955 POWIS ROAD CHICAGO, IL 60185	Settlement Agreement dated 5/15/2012	\$0.00
EVANS, ERIC	23041 PARK PL DR SOUTHFIELD, MI 48033	Employment Agreement 10/2/2017	\$0.00
EVOQUA WATER TECHNOLOGIES	ATTN: NICOLE PALLONE 451 E NINLE MILE RD HAZEL PARK , MI 48030	Blanket Purchase Order Renewal	\$0.00
FAURECIA USA HOLDINGS, INC.	2800 HIGH MEADOW CIR AUBURN HILLS, MI 48326	Terms and Conditions for Purchasing	\$0.00
FCA US	1000 CHRYSLER DR AUBURN HILLS, MI 48326	Production and Mopar Purchasing General Terms and Conditions	\$0.00
FORGE INDUSTRIAL STAFFING	5011 28TH STREET, SE SUITE B GRAND RAPIDS, MI 49512	Client Service Agreement dated 10/28/2015	\$0.00
FUTURE THREE INC.	41780 SIX MILE RD NORTHVILLE, MI 48167	License & Support Services Agreement dated 9/27/2000	\$0.00
GALAXY/SPECTRON REMEDIATION GROUP LLC	748 SPRINGDALE DRIVE SUITE 150 EXTON, PA 19341	Operating Agreement dated 3/15/2010	\$0.00
GENERAL MOTORS	GLOBAL PURCHASING & SUPPLY CHAIN VEHICLE ENGINEERING CENTER 30001 VAN DYKE AVE WARREN , MI 48090-9020	Agreement to Purchase Leather Hides 2/26/2013	\$0.00
GENERAL MOTORS	300 RENAISSANCE CENTER DETROIT, MI 48243	Terms & Conditions	\$0.00
GF GLOBAL LIMITED	ATTN: ROBERT TSAI P.O. BOX 217 APIA , WESTERN SAMOA	Collaboration Agreement for Processing & Services dated 2/26/2008	\$0.00
GM FINANCIAL	PAYMENT PROCESSING CENTER 75 REMITTANCE DRIVE SUITE 1738 CHICAGO, IL 60675-1738	Executive Vehicle Lease Agreement dated 4/6/2017	\$0.00

GRAMMER AG	231 LANEY ROAD INDUSTRIAL PARK SOUTH SHANNON, MS 38868	Terms and Conditions of Purchase for Production Materials	\$0.00
GST AUTOLEATHER GERMANY GMBH	LAHNSTRASSE 15 MULHEIM AN DER RUHR 45478 GERMANY	Assignment & Assumption Agreement dated 10/31/2011	\$0.00
GST AUTOLEATHER GERMANY GMBH	LAHNSTRASSE 15 MULHEIM AN DER RUHR 45478 GERMANY	Loan Assignment & Assumption Agreement dated 11/24/2012	\$0.00
GST AUTOLEATHER JAPAN, GK	NO 1 MUNEYASU BUILDING 2F, 1-21 KANDA NISHIKI-CHO CHIYODA-KU Tokyo, 101-0054, JAPAN	Intra-Group Services Agreement dated 10/28/2015	\$0.00
GST MANUFACTURAS DE MEXICO, S.A. DE C.V.	CARRETERA LIBRAMIENTO LIBRAMIENTO OSCAR FLORES TAPIA NO 9 ARTEAGA 25350, MEXICO	Maquila Service Agreement dated 8/20/2009	\$0.00
GUOLI	9219 ZHONGCHUN ROAD MINXING DISTRICT SHANGHAI 201101, CHINA	Asset Transfer Agreement dated 8/9/2011and Supplement	\$0.00
HELP SYSTEMS	6455 CITY WEST PARKWAY EDEN PRAIRIE , MN 55344	Maintenance for Software Subscription dated 1/2/2017	\$0.00
HFI, LLC	5795 GREEN POINTE DRIVE SOUTH GROVEPORT, OH 43125	Purchase Order Terms and Conditions	\$0.00
HILLER, DENNIS	9857 BELLASERA CIRCLE MYRTLE BEACH, SC 29579	Employment Agreement 10/2/2017	\$0.00
HONDA	700 VAN NESS AVE. TORRANCE, CA 90501	Purchase Order Terms and Conditions	\$0.00
IBM CREDIT LLC	7100 HIGHLANDS PARKWAY SMYRNA , GA 30082	Lease Agreement dated 5/16/2016	\$4,008.10
IBM CREDIT LLC	7100 HIGHLANDS PARKWAY SMYRNA , GA 30082	Software Subscription dated 5/16/2016	\$0.00
IMS - ING. BUERO MEIER & SEIDL	KARL-BOEHM - STR 52 BALDHAM, DE 85598 GERMANY	Employee Contract Agreement dated 12/7/2016	\$0.00
INFOR AKA FUTURE THREE	41780 SIX MILE ROAD NORTHVILLE , MI 48167	License & Support Services Agreement dated 9/27/2000	\$0.00
INOAC GROUP NORTH AMERICA, LLC	70 INDUSTRY DR SPRINGFIELD, KY 40069	Purchase Order Terms and Conditions	\$0.00
INTERNATIONAL AUTOMOTIVE COMPONENTS GROUP NORTH AMERICA, INC.	28333 TELEGRAPH ROAD SOUTHFIELD, MI 48034	Purchase Order Terms and Conditions	\$0.00
IRVIN AUTOMOTIVE PRODUCTS LLC	2600 CENTERPOINT PKWY PONTIAC, MI 48341	General Terms and Conditions of Purchase	\$0.00

JBS S/A	MARGINAL DIREITA DO TIETE N 500 BLOC I 3RD FLOOR VILA JAGUARA SAO PAULO 05118-100, BRAZIL	Consignment Agreement of Crust Hides dated 2/14/2017	\$0.00
JBS S/A	N 500 BLOC I 3RD FLOOR VILA JAGUARA SAO PAULO 05118-100, BRAZIL	Parental Guarantee of Payment related to Supply Agreement	\$0.00
JBS S/A	MARGINAL DIREITA DO TIETE N 500 BLOC I 3RD FLOOR VILA JAGUARA SAO PAULO 05118-100, BRAZIL	Supply Agreement dated 2/14/2017	\$487,793.93
JESKE, STEVE	1356 WESTWOOD BIRMINGHAM, MI 48009	Employment Agreement 10/2/2017	\$0.00
KIA MOTORS	7777 KIA PARKWAY WEST POINT, GA 31833	Terms and Conditions - Parts Development Agreement	\$0.00
KONGSBERG AUTOMOTIVE GROUP	27275 HAGGERTY ROAD SUITE 610 NOVI, MI 48377	General Purchasing Conditions	\$0.00
KRONOS	297 BILLERICA ROAD CHELMSFORD, MA 01824	Software Subscription dated 6/18/2009	\$0.00
KRONOS INC	297 BILLERICA ROAD CHELMSFORD , MA 01824	Service Agreement dated 9/25/2006	\$0.00
LAETUS ENTERPRISE LTD	248 COLUMBIA TURNPIKE SUITE 202 FLORHAM PARK, NJ 07932	Commission Agreement dated 1/18/2015	\$0.00
LEAR CORPURATION	21557 TELEGRAPH ROAD SOUTHFIELD, MI 48034	Purchase Order Terms and Conditions	\$0.00
LEVEL 3 COMMUNICATIONS, LLC	ATTN: GENERAL COUNSEL 1025 ELDORADO BLVD BROOMFIELD , CO 80021	Software Subscription dated 5/12/2017	\$0.00
MAGNA	750 TOWER DRIVE TROY, MI 48098	Purchase Order Terms and Conditions	\$0.00
MECHANICAL COMFORT, INC.	1100 OWENDALE BLDG D TROY , MI 48083	Software Subscription dated 9/21/2017	\$984.51
MICRO WORKS COMPUTER CENTER	ATTN: REBECCA BOUCHER 204 ANDOVER STREET 3RD FLOOR ANDOVER , MA 1810	Server Storage Renewal Subscription	\$1,745.44
MICROSOFT	DEPT 551 VOLUME LICENSING 6100 NELL RD SUITE 210 RENO , NV 89511	License Transfer Agreement dated 11/27/2013	\$0.00

MOSSBAUER LUCKY START GMBH	WEIDENBURGER ST 10 MUNICH 81667 GERMANY	Stock Purchase Agreement dated 9/12/2010	\$0.00
NISSAN NORTH AMERICAN, INC.	ONE NISSAN WAY FRANKLIN, TN 37067	Purchase Order Terms and Conditions	\$0.00
NOVASTAR SOLUTIONS	35200 PLYMOUTH RD. LIVONIA, MI 48150	Purchase Agreement	\$0.00
NUTECH	2976 IVANREST AVE. SW. 105 GRANDVILLE, MI 49418	Software Subscription dated 12/1/2016	\$0.00
ORACLE USA INC.	500 ORACLE PARKWAY REDWOOD SHORES, CA 94065	Oracle Hyperion License and Service Agreement	\$0.00
ORACLE USA INC.	500 ORACLE PARKWAY REDWOOD SHORES, CA 94065	Oracle JDE Service Agreement dated 5/23/2008	\$0.00
PARK LANE APARTMENTS	32400 TELEGRAPH ROAD SUITE 202 BINGHAM FARMS, MI 48025-2460	Executive Apartment Lease Agreement dated 2/22/2017	\$0.00
PARQUE INDUSTRIAL NUEVO LAREDO 2000 SA DE C.V.	BLVD WORLD TRADE CENTER 101 PTE. PARQUE INDUSTRIAL ORADEL NUEVO LAREDO TAMAULIPAS 88000, MEXICO	Absolute Guaranty Agreement dated 4/20/2015	\$0.00
PERKIN ELMER HEALTH SCIENCES	710 BRIDGEPORT AVE SHELTON, CT 06484	Service Agreement	\$0.00
PNC BANK, NATIONAL ASSOCIATION	10851 MASTIN OVERLAND PARK, KS 66210	Subordination, Non-Disturbance and Attornment Agreement dated 4/11/2007	\$0.00
PRAGMA EDGE INC.	500 LAKE COOK RD SUITE 350 DEERFIELD, IL 60015	Software Subscription dated 4/22/2016	\$440.00
PRAXAIR DISTRIBUTION, INC.	46025 N GRATIOT AVE MACOMB , MI 48042	Service Agreement	\$0.00
PRINCIPAL LIFE INSURANCE COMPANY	4141 PARK LAKE AVENUE RALEIGH, NC 27612	Executive Non-Qualified Excess Plan dated 4/26/2013	\$0.00
PRODATA	2809 S. 160TH STREET SUITE 401 OMAHA, NE 68130	Support Maintenance Contract dated 4/1/2017	\$0.00
RICHINA LEATHER INDUSTRIAL CO. LTD.	19 LANE 800 NAN DA ROAD SHANGHAI P.R. 200436, CHINA	Joint Venture Agreement dated 7/10/2009 and Amendments	\$0.00
ROYAL ARC	23851 VREELAND RD FLAT ROCK , MI 48134	Supply Agreement related to OSHA Inspection	\$0.00
SANYO TRADING COMPANY, LTD	2-11 KANDA NISHIKICHO CHIYODA-KU TOKYO 101, JAPAN	Commission Agreement dated 3/14/2013 as Amended	\$174,265.13
SECURE 24	26955 NORTHWESTERN HIGHWAY SOUTHFIELD, MI 48033	Master Service Agreement dated 4/5/2017	\$0.00

SETON LEDERFABRIK GMBH	LAHNSTRASSE 15 MULHEIM AN DER RUHR 45478 GERMANY	Promissory Note dated 9/29/2012	\$0.00
SETON SOUTH AFRICA (PTY) LIMITED	15 SECOND AVENUE VORKSTERKROON NIGEL 1490, SOUTH AFRICA	Promissory Note dated 7/29/2014	\$0.00
SETON SOUTH AFRICA (PTY) LIMITED	15 SECOND AVENUE VORKSTERKROON NIGEL 1490, SOUTH AFRICA	Promissory Note Re-issue dated 7/14/2014	\$0.00
SETON SOUTH AFRICA (PTY) LIMITED	15 SECOND AVENUE VORKSTERKROON NIGEL 1490, SOUTH AFRICA	Promissory Revolver Agreement dated 7/29/2014	\$0.00
SETON SOUTH AFRICA (PTY) LTD	15 SECOND AVENUE VORKSTERKROON NIGEL 1490, SOUTH AFRICA	Assignment & Assumption Agreement dated 11/30/2015	\$0.00
SIJL DEVELOPMENT COMPANY LLC	26111 W. 14 MILE RD SUITE LL-4 FRANKLIN, MI 48025	Lease Agreement dated 7/28/2006	\$1,950.00
SIRIUS COMPUTER SOLUTIONS, INC.	ATTN: GARY ACKLAND, CLIENT EXECUTIVE 10100 REUNION PLACE SUITE 500 SAN ANTONIO, TX 78216	Software Subscription dated 4/5/2017	\$822.66
SPIRIT BUILDING SERVICES L.L.C.	P.O. BOX 34052 DETROIT, MI 48234	Building Cleaning Services Agreement	\$1,300.00
STANDARD INSURANCE COMPANY	900 SW FIFTH AVENUE PORTLAND, OR 97204-1282	Group Insurance Policy dated 6/1/2009	\$0.00
TACHI-S	23227 COMMERCE DRIVE FARMINGTON HILLS, MI 48335	Terms and Conditions of Purchase	\$0.00
TATA INTERNATIONAL GST AUTOLEATHER LIMITED	TRENT HOUSE, G BLOCK NO. C-60 NEXT TO CITIBANK BANDRA KURLA COMPLEX BANDRA (EAST) MUMBAI 400051, INDIA	Intercompany Grant of License dated 4/23/2014	\$0.00
TATA INTERNATIONAL GST AUTOLEATHER LIMITED	TRENT HOUSE, G BLOCK NO. C-60 NEXT TO CITIBANK BANDRA KURLA COMPLEX BANDRA (EAST) MUMBAI 400051, INDIA	Joint Venture Agreement dated 4/23/2014	\$0.00
TATA INTERNATIONAL LIMITED	TRENT HOUSE, G BLOCK NO. C-60 NEXT TO CITIBANK BANDRA KURLA COMPLEX BANDRA (EAST) MUMBAI 400051, INDIA	Secondment Agreement dated 4/30/2014	\$0.00

TATA INTERNATIONAL LIMITED	TRENT HOUSE, G BLOCK NO. C-60 NEXT TO CITIBANK BANDRA KURLA COMPLEX BANDRA (EAST) MUMBAI 400051, INDIA	Shared Services Agreement 4/30/2014	\$0.00
TECHNOLNIES LP	29300 CLEMENS ROAD SUITE D WESTLAKE , OH 44195	Settlement Agreement dated 5/15/2012	\$0.00
TESTAMERICA MICHIGAN	10448 CITATION DRIVE SUITE 200 BRIGHTON, MI 48116	Service Agreement OSHA Inspection Readiness	\$0.00
THE BANK OF NEW YORK, HONG KONG BRANCH	ATTN: GLOBAL CORPORATE TRUST LEVEL 12 3 PACIFIC PLACE 1 QUEEN'S ROAD EAST HONG KONG , CHINA	Compliance Certificate	\$0.00
THE GREAT LAKES COFFEE ROASTING COMPANY	389 ENTERPRISE COURT BLOOMFIELD HILLS, MI 48302	Equipment Rental Agreement	\$0.00
TL ASHFORD	626 BUTTERMILK PIKE CRESCENT SPRINGS , KY 41017	Barcode Labeling Software Maintenance Subscription	\$0.00
TOWNSEND SECURITY	724 COLUMBIA STREET NW SUITE 400 OLYMPIA, WA 98501	IT Service Agreement dated 6/9/2017	\$0.00
TOYOTA BOSHOKU AMERICAN, INC.	1360 DOLWICK DRIVE SUITE 125 ERLANGER, KY 41048	General Terms and Conditions	\$0.00
TOYOTA MOTOR ENGINEERING & MANUFACTURING NORTH AMERICA, INC.	25 ATLANTIC AVENUE ERLANGER, KY 41048	Terms and Conditions	\$0.00
TRANSITION SERVICES, INC.	OPERATIONS CENTER 177 BROAD STREET 9TH FLOOR STAMFORD, CT 6901	Supplemental Unemployment Benefit Plan Administration dated 1/1/2005	\$0.00
TS TECH AMERICAS, INC.	8458 EAST BROAD STREET REYNOLDSBURG, OH 43068	Agreement for Purchase and Sale of Products	\$0.00
TYCO INTEGRATED SECURITY LLC	1400 E. AVIS DR MADISON HEIGHTS, MI 48071	Sales Agreement dated 6/13/2014	\$0.00
U.S. ECOLOGY OF MICHIGAN, INC.	P.O. BOX 26273 SALT LAKE CITY, UT 84126-0273	Waste Removal and Storage Agreement dated 3/18/2017	\$0.00
UNICREDIT BANK HUNGARY ZRT.	SZABADSAG TER 5-6 BUDAPEST 1054 HUNGARY	Guarantee of Credit Facility Agreement dated 6/19/2015	\$0.00
UNICREDIT BANK HUNGARY ZRT.	SZABADSAG TER 5-6 BUDAPEST 1054 HUNGARY	Guarantee of Credit Facility Agreement dated 7/8/2015	\$0.00
UNIFY, INC.	5500 BROKEN SOUND BLVD	Maintenance Services Renewal dated 1/3/2017	\$0.00

	BOCA RATON, FL 33487		
US SIGNAL COMPANY, LLC	201 IONIA AVENUE SW GRAND RAPIDS, MI 49503	Software Subscription dated 4/26/2017	\$2,033.69
VOXX HIRSCHMANN CORPORATION	2351 J LAWSON BLVD ORLANDO, FL 32824	Purchase Order Terms and Conditions	\$0.00
WAGEWORKS	4200 W. 115TH STREET SUITE 300 LEAWOOD, KS 66211	Flexible Benefits Plan dated 1/1/2010	\$0.00
WAGEWORKS	4200 W. 115TH STREET SUITE 300 LEAWOOD, KS 66211	Health Reimbursement Arrangement dated 1/1/2009	\$0.00
WASTE MANAGEMENT OF MICHIGAN, INC.	5980 INSTER RD ROMULUS, MI 48174	Waster Removal Agreement 8/18/2015	\$22.92
WILLIAMSTON PRODUCTS INC.	845 PROGRESS COURT WILLIAMSTON, MI 48895	General Standards for Suppliers	\$0.00
WILLIS OF PENNSYLVANIA, INC.	C/O 26 CENTURY BLVD. P.O. BOX 305191 NASHVILLE, TN 37230-5191	Worker's Compensation Insurance dated 11/1/2016	\$0.00
YANFENG GLOBAL AUTOMOTIVE INTERIORS	701 WAVERLY ROAD HOLLAND, MI 49423	Terms and Conditions of Purchase - Mexico	\$0.00
YANFENG GLOBAL AUTOMOTIVE INTERIORS	701 WAVERLY ROAD HOLLAND, MI 49423	Terms and Conditions of Purchase - United States	\$0.00
ZOHO CORPORATION	4141 HACIENDA DRIVE PLEASANTON, CA 94588	HelpDesk Support Service Subscription Renewal	\$0.00
ZOOM VIDEO COMMUNICATIONS, INC.	ATTN: LEGAL/FINANCE 55 ALMADEN BLVD SAN JOSE, CA 95113	Licensing Agreement dated 6/1/2017	\$0.00