UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:	Chapter 11
GRACIOUS HOME LLC, et al.,	Case No. 16-13500 (MKV
Debtors. ¹	(Jointly Administered)

ORDER (I) AUTHORIZING THE SALE OF THE ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS; (II) APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND LEASES AND (III) GRANTING RELATED RELIEF

Upon consideration of the motion (the "Motion")² dated May 23, 2017 of the above captioned debtors (collectively, the "Debtors") for entry of an order (this "Order") pursuant to sections 105, 363, 365, 503 and 507 of title 11 of the United States Code (the "Bankruptcy Code"), and Rules 2002, 6004, 6006, 9006, 9007, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 6004-1 and 6006-1 of the Local Rules for the United States Bankruptcy Court for the Southern District of New York (the "Local Rules") (i) authorizing the Debtors to sell or transfer the Assets (the "Sale") to NEWGH, LLC (the "Purchaser") pursuant to an asset purchase agreement ("APA") by and among the Debtors and the Purchaser, free and clear of all liens, claims and encumbrances, with such liens attaching to the proceeds of the Sale with the same validity, extent, and priority as had attached to the Assets immediately prior to the Sale, (ii) approving the assumption and assignment of executory contracts and leases (the "Contracts") and (iii) granting certain related relief [ECF No. 311]; and

¹ The Debtors in these chapter 11 cases and the last four digits of their tax identification numbers are: Gracious Home LLC (6822); Gracious Home Holdings LLC (3251); Gracious Home Payroll LLC (3681); GH East Side LLC (3251); GH West Side LLC (3251); GH Chelsea LLC (3251) and Gracious (IP) LLC (3251). The latter four entities are disregarded for tax purposes and do not have their own tax identification numbers, but use that of Gracious Home Holdings LLC. The address of the Debtors' corporate headquarters is 1210 Third Avenue, New York, New York 10021.

² Capitalized terms used but not defined herein shall have the same meaning ascribed to such terms in the Motion.

it appearing due and sufficient notice of the Motion having been given under the particular circumstances; and the Court having held a hearing on June 27, 2017 (the "Sale Hearing") to approve the proposed Sale as set forth in the APA; and the Court having reviewed and considered (a) the Motion, (b) declarations of Adam M. Rosen [ECF No. 339] and Robert Morrison [ECF No. 340] submitted with the Motion and the testimony during the Sale Hearing, (c) the objection to the Motion by the Official Committee of Unsecured Creditors (the "Committee's Objection") [ECF No. 337], (d) the Debtors' Response to the Committee's Objection [ECF No. 338], (e) the Statement of Gracious Homes Lending LLC in Support of the Motion [ECF No. 344], (f) the United Parcel Service, Inc.'s Limited Objection to Proposed Cure Amount [ECF No. 330], (g) 179 East 70th Street Corporation's (the "Landlord") Reservation of Rights Regarding Debtors' Sale Motion and Cure Notice [ECF No. 341] and (h) the arguments made by counsel, and the evidence proffered or adduced at the Sale Hearing; and upon the record of the Sale Hearing; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, their stakeholders, and other parties in interest; and after due deliberation thereon; and sufficient cause appearing therefor;

FOUND THAT:

- A. <u>Jurisdiction and Venue</u>. This Court has jurisdiction (i) to consider the Motion and (ii) over the property of Debtors, including the Assets to be sold, transferred, and conveyed pursuant to the APA, under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and this Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.
- B. <u>Legal Predicates</u>. The legal predicates for the relief sought in the Motion are Bankruptcy Code sections 105, 363, 365, 503, 507, 1107, and 1108, and Bankruptcy Rules 2002,

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6004, 6006, 9006, 9007, and 9014.

- C. <u>Final Order</u>. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 7062, and to the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of this Order as set forth herein.
- D. <u>Business Justification</u>. Sound business reasons exist for the Sale. Entry into the APA, and the consummation of the transactions contemplated thereby, including the Sale, constitutes the Debtors' exercise of sound business judgment and such acts are in the best interests of the Debtors, their estates and all other parties in interest. The Debtors have demonstrated compelling circumstances and a good, sufficient and sound business purpose and justification for the Sale prior to, and outside of, a plan of reorganization.
- E. The terms of the APA and the Sale are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with its fiduciary duties and are the best available to the Debtors under the circumstances. For these reasons and based on the other evidence of record, the Court finds that (i) the APA constitutes the highest or otherwise best offer for the Assets under the circumstances, (ii) the APA and the closing of the Sale present the best opportunity to realize value for the Assets, and (iii) any other transaction would create a substantial risk of delay and a significant reduction in value.
- F. <u>Notice</u>. As evidenced by the affidavits of service filed with the Court at Docket Nos. 315, 316, 319, 326 and 334, and based on the representations of counsel at the Sale Hearing, (i) proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the

APA, and the Sale has been provided in accordance with Bankruptcy Code sections 102(1), 363, 365 and Bankruptcy Rules 2002, 6004, 6006, 9006 and 9014, to each party entitled to such notice, (ii) such notice was good, sufficient, and appropriate under the particular circumstances, and (iii) no other or further notice of the Motion, the Sale Hearing, the APA, and the Sale is or shall be required.

- G. As evidenced by the affidavits of service previously filed with the Court, on June 2, 2017, in accordance with the Bidding Procedures Order, the Debtors served the Sale Notice upon (a) the Office of the United States Trustee for the Southern District of New York; (b) the U.S. Attorney for the Southern District of New York; (c) counsel to the DIP Lender; (d) counsel to the Committee in these Chapter 11 Cases; (e) the Internal Revenue Service; (f) the Securities and Exchange Commission; (g) any party known to have asserted a lien, encumbrance, claim or other interest in any of the Assets; (h) all affected federal, state and local regulatory and taxing authorities, including the Internal Revenue Service; (i) the Securities and Exchange Commission; (j) all entities known to have expressed an interest in a transaction with respect to all or part of the Assets; and (k) any such other party entitled to notice pursuant to Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York, providing such parties actual written notice of the Sale Hearing, the Auction, the Motion and the Sale and a reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein.
- H. Based on the affidavits of service, proper, timely, adequate and sufficient notice of the Auction, Sale Hearing and the Sale has been provided in accordance with sections 105(a) and 363 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014. The Debtors have also complied with all obligations to provide notice of the Auction, Sale Hearing and Sale

required by the Bidding Procedures Order. The notices described above were good, sufficient, and appropriate under the circumstances, provided all interested parties with timely and proper notice of the Auction, Sale Hearing and the Sale, and no further or other notice of the Auction, Sale Hearing and the Sale is required.

- I. On June 16, 2017, the Debtors filed with the Court a notice stating that Purchaser was designated the Stalking Horse Bidder [ECF No. 328].
- J. On June 21, 2017, the Debtors filed with the Court a notice stating that Purchaser is the Successful Bidder, and that the Successful Bidder's bid pursuant to the APA is the Successful Bid. The Purchaser's bid was the only Qualified Bid received by the Debtors, so pursuant to the Bid Procedures, the contemplated Auction was cancelled. [ECF No. 335]. A copy of the APA is attached hereto as **Exhibit 1**.
- K. The disclosures made by the Debtors concerning the APA, Auction, Sale Hearing and the Sale appear reasonable, complete and adequate.
- L. Opportunity to Object. A fair and reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all interested persons and entities, including: (a) all entities known to have expressed an interest in a transaction with respect to the Assets; (b) counsel to the Purchaser; (c) the Office of the United States Trustee for the Southern District of New York; (d) the U.S. Attorney for the Southern District of New York; (e) counsel to the DIP Lender; (f) counsel to the Committee; (g) the Internal Revenue Service; (h) the Securities and Exchange Commission; (i) all entities known to have asserted any Lien or Claim in or upon any of the Assets; and (j) any such other party entitled to notice pursuant to Bankruptcy Rule 2002, Rule 9013-1(b) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of New York, or the Case

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Management Order.

- M. <u>Sale in Best Interests</u>. The consideration provided by the Purchaser under the APA constitutes the highest or otherwise best offer for the Assets and provides fair consideration and reasonably equivalent value to the Debtors in exchange for the Assets. In the reasonable exercise of their business judgment, the Debtors have determined that the transaction contemplated by the APA represents the best opportunity to maximize and realize the value of the Assets for the Debtors' estates. Consummation of the Sale at this time is in the best interests of the Debtors, their creditors, estates, stakeholders, and other parties in interest.
- N. <u>Highest and/or Best Offer</u>. The Debtors engaged in an extensive marketing process for the Assets prior to entering into the APA and have otherwise complied in all respects with the Bidding Procedures Order. The Bidding Procedures Order afforded a full, fail, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Assets.
- O. Based upon the Bidding Procedures approved pursuant to the Bidding Procedures Order, the Debtors determined that the bid evidenced by the APA is the highest and/or best offer for the Assets, and the transaction contemplated by the APA will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The Debtors' determination that the APA constitutes the highest and/or best offer constitutes a valid and sound exercise of the Debtors' business judgment.
- P. The APA represents a fair and reasonable offer to purchase the Assets under the circumstances of these Chapter 11 Cases.
- Q. <u>Good Faith Purchaser</u>. The Purchaser (i) is a good faith purchaser for value and, as such, is entitled to all of the protections afforded under 11 U.S.C. § 363(m) and any other

applicable or similar bankruptcy and non-bankruptcy law, and (ii) has otherwise proceeded in good faith in all respects in connection with this proceeding. Specifically: (a) all payments to be made by the Purchaser in connection with the Sale have been disclosed; (b) the negotiation and execution of the APA was at arm's-length and in good faith, and at all times each of the Purchaser and the Debtors were represented by competent counsel of their choosing; (c) there is no evidence to suggest that the Purchaser in any way induced or caused the filing of the Chapter 11 Cases; and (d) the Purchaser has not acted in a collusive manner with any person. Neither the Debtors nor the Purchaser has engaged in any conduct that would cause or permit the APA or the Sale to be avoided or result in the imposition of any costs or damages under 11 U.S.C. § 363(n) and the Purchaser will be acting in good faith within the meaning of 11 U.S.C. § 363(m) in closing the transactions contemplated by the APA.

R. Free and Clear. Debtors have provided notice to (i) Counsel to the DIP Lender and (ii) all other entities asserting or holding liens or claims on the Assets. Such notice expressly stated that the failure of any person holding any lien, encumbrance or other interest with respect to the Assets to object to the relief requested in the Motion may be deemed to consent to the sale of the Assets free and clear of such person's liens, encumbrances or interests. The Debtors have complied with the requirements of Bankruptcy Code section 363(f) because in each case, one or more of the standards set forth in in section 363(f)(1)–(5) has been satisfied, and may sell the Assets and assume and assign the Contracts free and clear of all liens and claims against the Debtors, their estates or the Assets. All other holders of liens, claims or encumbrances in or against the Assets have either expressly consented or did not object, or withdrew their objections to the Motion and are deemed to have consented in accordance with section 363(f)(2) of the Bankruptcy Code.

S. <u>Legal and Factual Bases</u>. The legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein.

IT IS HEREBY ORDERED that:

- 1. The Sale Motion is GRANTED, as set forth herein.
- 2. The Committee's Objection is overruled on the merits and denied with prejudice.

 All persons and entities given notice of the Sale Motion that failed to timely object thereto are deemed to consent to the relief sought therein.
- 3. The APA, attached hereto as Exhibit 1, including any non-material amendments, supplements, and modifications thereto, and all of the terms and conditions therein, is hereby approved.
- 4. The Debtors are hereby authorized and empowered to: (1) execute the APA, along with any additional instruments or documents that may be necessary to implement the APA, provided that such additional documents do not materially change its terms; (2) do all things and take all actions necessary to consummate the Sale in accordance with the terms and conditions of the APA and the instruments and agreements contemplated thereby; and (3) take all further actions as may reasonably be requested by the Purchaser for the purpose of transferring or reducing to possession the Assets, in each case without further application to, or order of, the Court.
- 5. Except as otherwise expressly provided in the APA and the terms of this Order, pursuant to 11 U.S.C. §§ 363(b), 363(f) and 365, the Assets and the Contracts shall be transferred or assumed and assigned on the Closing Date free and clear of all (i) claims, liabilities, interests, rights, and encumbrances, in each case against or otherwise in respect of the Assets being transferred, including, without limitation, all restrictions (including, without

limitation, any restriction on the use, voting rights, transfer rights, claims for receipt of income, or other exercise of any attributes of ownership), hypothecations, charges, indentures, instruments, options, security interests, conditional sale rights or other title retention agreements, pledges, judgments, demands, rights of first refusal, consent rights, contract rights, rights of recovery, reimbursement rights, contribution claims, indemnity rights, exoneration rights, alterego claims, tax claims, regulatory violations by any governmental entity, decrees of any court or foreign or domestic governmental entity, charges of any kind or nature, debts arising in any way in connection with any agreements, acts, or failures to act, obligation claims, demands, guaranties, contractual or other commitment rights and claims, and all other matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of the Debtors' Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under any theory, law or doctrine of successor liability or related theories, as well as any and all "claims" as that term is defined and used in the Bankruptcy Code, including section 101(5) thereof (all of the foregoing, collectively, "Claims"), (ii) liens, and (iii) to the maximum extent permitted by law, any other interests within the meaning of section 363(f) of the Bankruptcy Code.

- 6. The Purchaser has agreed to abide by the Debtors' privacy policy in place as of the Closing. Accordingly, no consumer privacy ombudsman need be appointed under Section 363(b)(1) of the Bankruptcy Code.
 - 7. At the Closing, all of the Debtors' legal, equitable, and beneficial right, title and

interest in and to, and possession of, the respective Assets being transferred at such Closing shall be immediately vested in the Purchaser pursuant to Bankruptcy Code sections 105(a), 363(b), and 363(f) free and clear of any and all liens and Claims. Such transfer shall constitute a legal, valid, binding, and effective transfer of such Assets and shall vest the Purchaser with good and marketable title to such Assets. All persons or entities, presently, or on or after each Closing, in possession of some or all of the respective Assets being transferred are directed to surrender possession of such Assets directly to the Purchaser or its designees on the Closing or at such time thereafter as the Purchaser may request.

- 8. The Purchaser is hereby authorized in connection with the consummation of the Sale to assign, transfer, allocate, or otherwise dispose of any of the Assets to and among its affiliates, designees, assignees, and/or successors (i) in a manner as it, in its sole discretion, deems appropriate and (ii) with all of the rights and protections accorded under this Order and the APA, and the Debtors shall cooperate with and take all actions reasonably requested by the Purchaser to effectuate any of the foregoing.
- 9. All persons and entities are hereby forever prohibited and permanently enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Assets in accordance with the APA and this Order; provided, however, that the foregoing restriction shall not prevent any party from appealing this Order in accordance with applicable law or opposing any appeal of this Order.
- 10. The Purchaser has acted without collusion, in good faith in undertaking the Sale contemplated by the APA. The Sale may not be avoided, nor may any costs or damages be imposed, under 11 U.S.C. § 363(n) and the Purchaser is entitled to all of the protections afforded by Bankruptcy Code section 363(m).

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- 11. The terms and provisions of the APA and this Order shall be binding in all respects upon, and shall inure to the benefit of, the Debtors and their respective affiliates and subsidiaries, successors and assigns, their estates, and their creditors, the Purchaser, and its affiliates, successors and assigns, and any affected third parties including, but not limited to, all persons asserting liens or Claims on or against the Assets to be sold to the Purchaser pursuant to the APA, notwithstanding any subsequent appointment of any trustee(s), examiner with expanded powers, or other responsible person or officer under any chapter of the Bankruptcy Code, as to which persons such terms and provisions likewise shall be binding. Nothing contained in any chapter 11 plan confirmed in any of the Debtors' Chapter 11 Cases, any order confirming any such chapter 11 plan, any order approving wind-down or dismissal of any of the Debtors' Chapter 11 Cases or any subsequent chapter 7 cases, or any other order of any type or kind entered in the Debtors' Chapter 11 Cases shall conflict with or derogate from the provisions of the APA or this Order, and to the extent of any conflict or derogation between this Order or the APA and such future plan or order, the terms of this Order and the APA shall control.
- 12. No material amendment may be made to the APA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto without further order of the Court. To the extent that any provision of the APA conflicts with or is, in any way, inconsistent with any provision of this Order, this Order shall govern and control.
- 13. The Debtors are hereby authorized to assume the Contracts listed on **Exhibit 2**, including, where applicable all amendments to the Contracts, whether currently in effect or intended to become effective upon assumption and assignment pursuant hereto to the Purchaser pursuant to sections 363 and 365 of the Bankruptcy Code, effective upon entry of this Order;

provided however, that the lease agreement, dated as of May 1, 2012 (including any agreed-to modifications thereto, the "Lease"), between 179 East 70th Street Corporation, the Landlord, and Debtor GH East Side LLC for the premises known as 1210 Third Avenue, New York, New York (the "Premises") shall not be assumed by the Debtor nor assigned to the Purchaser absent the finalizing of an agreement between the Landlord and the Purchaser modifying the Lease. In the event the parties are unable to reach an agreement on the final documentation modifying the Lease prior to the Closing, the Lease shall be deemed rejected pursuant to section 365 of the Bankruptcy Code and terminated as of June 30, 2017, and the premises shall be vacated and returned to the Landlord pursuant to the terms of the Lease.

- 14. The non-debtor parties to the Contracts set forth on **Exhibit 2** either failed to object timely to the assumption and assignment of such Contracts or to the respective Cure Amounts set forth in the applicable notices.
- 15. Pursuant to section 365(f) of the Bankruptcy Code, to the extent applicable, each party to the Contracts has been provided with adequate assurance of future performance under the Contracts by the Purchaser.
- 16. Upon entry of this Order, all defaults arising under the Contracts in accordance with section 365(b) of the Bankruptcy Code shall be deemed to have been cured.
- 17. Upon entry of this Order, the Purchaser shall be deemed to be substituted for the Debtors as a party to each respective Contract and the Debtors shall be released, pursuant to section 365 of the Bankruptcy Code, to the extent allowable under applicable law, from any liability or obligations under the Contracts, except that the Debtors shall not be released from any claims or liability to the extent such release would result in the forfeiture or impairment of any applicable insurance coverage, in which case, the counterparty under any Contract shall retain

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the right to assert any such claims or liabilities solely to the extent necessary to recover from any third-party insurer, but in no event shall any such claims or liabilities be recoverable from the Debtors or their estates.

- 18. Upon entry of this Order, each party to a Contract, whether entered into before or after the Petition Date, will be forever barred, estopped and permanently enjoined from (a) asserting against (i) the Debtors, the Purchaser or the property of any of them, any default existing as of the date hereof, or (ii) the Purchaser, any counterclaim, defense, setoff or any other interest asserted or assertable, under the Contract or applicable law, against the Debtors; and (b) imposing or charging against Purchaser any accelerations, assignment fees, increases or any other fees solely as a result of the Debtors' assumption and assignment to Assignee of the Contract.
- 19. The assumption and assignment of the Contracts authorized hereunder shall be free and clear of all interests. Following the entry of this Order, no holder of an interest in or claim against the Debtors or their estates shall interfere with Assignee's right to use and enjoyment of any of the assumed and assigned Contracts based on or related to such interest or claims.
- 20. The Debtors (in consultation with the Committee) shall reconcile with the DIP Lender the amounts owing under the DIP Facility prior to the Closing Date. At the Closing of the Sale, the amounts owed under the DIP Facility shall be paid to the DIP Lender in accordance with the Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing and Grant Security Interests and Superpriority Administrative Status; (II) Modifying the Automatic Stay; (III) Authorizing the Debtors to Enter Into Agreements with Gracious Home Lending LLC; and (IV) Granting Related Relief (as such Order may be amended, modified, supplemented or

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granted on a final basis) [ECF 201] (the "Final DIP Order"). Nothing in this Order shall be

deemed or construed to modify or amend the Final DIP Order.

21. The requirements set forth in Bankruptcy Rules 6004 have been satisfied or

otherwise deemed waived. The Debtors are authorized to close on the transactions under the

APA immediately upon entry of this Order.

22. The requirements set forth in Local Bankruptcy Rule 9013-1(b) are satisfied by

the contents of the Sale Motion.

23. This Court shall retain exclusive jurisdiction to, among other things, interpret,

enforce, and implement the terms and provisions of this Order and the APA, including all

amendments thereto, any waivers and consents thereunder, and of each of the agreements

executed in connections therewith in all respects, and to adjudicate, if necessary, any and all

disputes concerning or relating in any way to the Sale.

Dated: New York, New York

June 29, 2017

s/Mary Kay Vyskocíl

HONORABLE MARY KAY VYSKOCIL UNITED STATES BANKRUPTCY JUDGE

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Exhibit 1

ASSET PURCHASE AGREEMENT

This asset purchase agreement (this "Agreement") is made as of June 16, 2017, by and among GRACIOUS HOME LLC, a Delaware limited liability company ("GH"), GRACIOUS HOME HOLDINGS LLC, a Delaware limited liability company ("Holdings"), GRACIOUS HOME PAYROLL LLC, a Delaware limited liability company ("GH Payroll"), GH EAST SIDE LLC, a Delaware limited liability company ("GHES"), GH WEST SIDE LLC, a Delaware limited liability company ("GHC"), and GRACIOUS (IP) LLC, a Delaware limited liability company ("GHIP," and collectively with GH, Holdings, GH Payroll, GHES, GHWS, and GHC, "Sellers" and each, a "Seller"), and NEWGH, LLC, a Delaware limited liability company ("Purchaser"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Section 1.1.

WHEREAS, on December 14, 2016 (the "**Petition Date**"), Sellers filed in the Bankruptcy Court voluntary petitions for relief under chapter 11 of the Bankruptcy Code (the "**Filings**"); and

WHEREAS, Sellers own and operate a business, both online and through a brick-and-mortar store in New York, New York, that offers a wide range of customized products and services, including personal shopping, corporate and bridal gifts, lighting and custom window treatments (the "Business"); and

WHEREAS, the Bankruptcy Court approved the Bidding Procedures Order on May 31, 2017; and

WHEREAS, Purchaser, by execution of this Agreement, desires to become the "Stalking Horse Bidder" (as defined in the Bidding Procedures);

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. DEFINITIONS

Section 1.1. Definitions.

In this Agreement, the following terms have the meanings specified or referred to in this <u>Section 1.1</u> and shall be equally applicable to both the singular and plural forms.

"Accounts Receivable" means, with respect to Sellers, all present and future accounts receivable, accounts, general intangibles, guarantees, supporting obligations, collection accounts, notes receivable, and any supporting data and information in respect of goods shipped or products sold or services rendered to customers by Sellers, and any claim, remedy or other right of Sellers related to any of the foregoing.

- "Action" means any material legal action, suit or arbitration, or any inquiry, proceeding or investigation, by or before any Governmental Authority.
- "Affiliate" means, as to any Person, any other Person which directly or indirectly controls, or is under common control with, or is controlled by, such Person. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of such Person.
 - "Aggregate Cash Consideration" has the meaning specified in <u>Section 3.1(b)</u>.
 - "Agreement" has the meaning specified in the preamble.
 - "Allocation Schedule(s)" has the meaning specified in Section 3.3.
- "Alternative Transaction" means Sellers' entry into a definitive agreement for the sale of the Purchased Assets to a party other than Purchaser (or any affiliate of Purchaser) which agreement has been approved by the Bankruptcy Court.
- "Ancillary Documents" means the Bill of Sale, Assignment of Patents, Assignment of Trademarks, Assignment of Copyrights, Assignment of Domain Names, and each other agreement, document or instrument (other than this Agreement) executed and delivered by the parties hereto in connection with the consummation of the transactions contemplated by this Agreement.
- "Assignment and Assumption Agreement" means the Assignment and Assumption Agreement pursuant to which Purchaser shall assume the Assumed Liabilities, in substantially the form of $Exhibit\ A$.
 - "Assignment of Copyrights" has the meaning specified in Section 3.6(b).
 - "Assignment of Domain Names" has the meaning specified in Section 3.6(b).
 - "Assignment of Patents" has the meaning specified in Section 3.6(b).
 - "Assignment of Trademarks" has the meaning specified in Section 3.6(b).
 - "Assumed Contracts" has the meaning specified in Section 2.1(d).
 - "Assumed Liabilities" has the meaning specified in Section 2.3.
- "Bankruptcy Cases" means the Debtors' respective bankruptcy cases, currently being jointly administered in the Bankruptcy Court under lead case number 16-13500.
 - "Bankruptcy Code" means title 11 of the United States Code.
- "Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of New York with jurisdiction over the Bankruptcy Cases.

"Bidding Procedures" means the bidding procedures in connection with the Auction as annexed as an exhibit to the Bidding Procedures Order.

"Bidding Procedures Order" means the Order of the Bankruptcy Court, dated May 31, 2017 approving the Bidding Procedures.

"Bid Protections" has the meaning set forth in Section 9.3 hereof.

"Bill of Sale" means the Bill of Sale substantially in the form of Exhibit B.

"Budgeted Expenses" means the amounts incurred and projected to be incurred by the Sellers in the ordinary course of their business as set forth in the weekly cash forecast to be provided by Sellers to Purchaser and mutually agreed upon pursuant to Section 3.6(k); provided however, that Budgeted Expenses do not include expenses incurred in connection with the Bankruptcy Cases, including, but not limited to, Sellers' bankruptcy estates' professionals' fees and expenses or any amounts owing to parties alleging that Sellers violated the federal or New York State Worker Adjustment and Retraining Notification Acts.

"Business" has the meaning specified in the recitals.

"Business Day" means any day of the year on which national banking institutions in New York, New York are open to the public for conducting business and are not required or authorized to close.

"Claim" has the meaning given that term in Section 101(5) of the Bankruptcy Code and includes, *inter alia*, all rights, claims, causes of action, defenses, debts, demands, damages, offset rights, setoff rights, recoupment rights, obligations, and liabilities of any kind or nature under contract, at law or in equity, known or unknown, contingent or matured, liquidated or unliquidated, and all rights and remedies with respect thereto.

"Closing" has the meaning specified in <u>Section 3.4</u>.

"Closing Date" has the meaning specified in <u>Section 3.4</u>.

"COBRA" means the United States Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Computers" means all of Sellers' computer equipment and hardware, including, without limitation, all central processing units, terminals, disk drives, tape drives, electronic memory units, printers, keyboards, screens, peripherals (and other input/output devices), modems and other communication controllers, and any and all parts and appurtenances thereto, together with all intellectual property used in connection with the operation of such computer equipment, including, without limitation, all Software and rights under any licenses related to such use.

"Consumer Obligations" means Sellers' obligations under pre-paid gift cards sold to customers prior to the Closing.

"Contract" means any agreement, contract, subcontract, deed, deed of trust, mortgage, license, sublicense, note, commitment, indenture, bond, option, purchase order, work order, custom order, joint venture, obligation, lease, promise, instrument, undertaking or other arrangements (whether written or oral), and any amendment thereto, that is legally binding, whether written or oral, to which Sellers is party.

"Copyrights" means all United States and foreign copyrights and copyrightable subject matter belonging to Sellers, whether registered or unregistered, including all United States copyright registrations and applications for registration and foreign equivalents, all moral rights, all common-law copyright rights, and all rights to register and obtain renewals and extensions of copyright registrations, together with all other copyright rights accruing by reason of any international copyright convention.

"Cure Costs" means all costs to cure any arrears for each Assumed Contract to which a Seller is party.

"Debtors" means the debtors in the Bankruptcy cases.

"**Deposits**" means all deposits (including, without limitation, customer deposits, trade show deposits, and security deposits for rent and electricity) and prepaid charges and expenses of Sellers.

"Disclosure Schedules" or "Schedule(s)" means the disclosure schedules attached hereto that Sellers have prepared and delivered to Purchaser pursuant to the terms of this Agreement, setting forth information regarding the Business, the Purchased Assets, the Assumed Liabilities, and other matters with respect to Sellers as set forth therein.

"Documents" means all books, records, files, invoices, inventory records, product specifications, advertising materials, customer lists, cost and pricing information, supplier lists, business plans, catalogs, customer literature, quality control records and manuals, research and development files, records and laboratory books, safety and environmental reports and documents, accounting records, Tax records and information, credit records of customers, and, to the extent permitted by applicable Legal Requirement, all books, files and records relating to Employees (including with respect to the foregoing all data and other information stored on discs, tapes or other media) in Sellers' possession to the extent used in or to the extent relating to the assets, properties, including the Intellectual Property, business or operations of the Business.

"Domain Names" means any internet addresses, websites, web pages and alphanumeric designation registered with or assigned by a domain name registrar, registry or domain name registration authority as part of an electronic address on the Internet.

"Encumbrance" means any interest, charge, Lien, mortgage, sublease, hypothecation, general or special notarial bond, deed of trust, deed to secure debt, pledge, security interest, security agreement, security instrument, financing statement, hypothecation, Tax encumbrance, option, right of way, right of use, license, lease, sublicense, adverse claim, title defect, first offer or first refusal, easement, attachment, imposition, judgment, claim, concession, reservation, option, conditional sale or title retention agreement, charge or other interest in property or assets (or the income or profits therefrom), servitude, restrictive covenant,

encroachment, encumbrance, assessment, levy, or other similar restriction of any kind, including any restriction on transfer or exercise of any other attribute of ownership, whether designed to secure the payment of indebtedness or otherwise, whether consensual or nonconsensual and whether arising by agreement or under any Legal Requirement.

"Environmental Laws" means any and all federal, state or local Legal Requirements concerning public health and safety, worker health and safety, pollution or protection of the environment or natural resources, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq.; the Solid Waste Disposal Act, also known as the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seg.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11011, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 801, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651, et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2602, et seq.; the Rivers and Harbors Act of 1899, 33 U.S.C. § 401, et seq.; the Oil Pollution Act of 1990, 33 U.S.C. § 2701, et seq.; each as amended; any state or local Legal Requirement similar to the foregoing; all regulations and guidance documents issued pursuant to the foregoing; all licenses, approvals, consents, certificates, registrations, permits and other authorizations issued to Sellers pursuant to the foregoing; and any other state, federal or local Legal Requirement pertaining to: (i) the existence, cleanup and/or remedy of contamination on property; (ii) the emission or release or any threatened release of any Hazardous Substance into the environment (including ambient air, surface water, ground water or land), or otherwise relating to the manufacture, processing, generation, distribution, use, treatment, storage, disposal, recycling, transport, removal, recovery or handling of any Hazardous Substance; (iii) the control of any Hazardous Substance; or (iv) worker or community protection.

"Equipment" means all furniture, fixtures and improvements, equipment, manufacturing equipment, computers, machinery, apparatus, appliances, tooling, spare parts, signage, supplies, vehicles, forklifts and all other tangible personal property of every kind and description owned by Sellers.

"ERISA" means the United States Employee Retirement Income Security Act of 1974, as amended.

'ERISA Affiliate" means, with respect to any Person, any trade or business (whether or not incorporated) (i) under common control within the meaning of Section 4001(b)(1) of ERISA with such Person or (ii) which together with such Person is treated as a single employer under Sections 414(b), (c), (m), (n) or (o) of the Code.

"Escrow Agent" means an escrow agent to be mutually agreed upon by Sellers and Purchaser, who shall act in accordance with its obligations as set forth in the Escrow Agreement.

"Escrow Agreement" means the escrow agreement between Sellers, Purchaser, and the Escrow Agent, in form substantially similar to **Exhibit C**.

"Excluded Assets" has the meaning specified in Section 2.2.

"Excluded Contracts" has the meaning specified in Section 2.2(d).

"Excluded Liabilities" has the meaning specified in Section 2.4.

"Filings" has the meaning specified in the recitals.

"Final Order" means an action taken or Order issued by the applicable Governmental Authority as to which: (i) no request for stay of the action or Order is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by statute or regulation, it is passed, including any extensions thereof; (ii) no petition for rehearing or reconsideration of the action or Order, or protest of any kind, is pending before the Governmental Authority and the time for filing any such petition or protest is passed; (iii) the Governmental Authority does not have the action or Order under reconsideration or review on its own motion and the time for such reconsideration or review has passed; and (iv) the action or Order is not then under judicial review, there is no notice of appeal or other application for judicial review pending, and the deadline for filing such notice of appeal or other application for judicial review has passed, including any extensions thereof.

"GAAP" means generally accepted accounting principles in the United States, consistently applied.

"GH" has the meaning specified in the preamble.

"GH Payroll" has the meaning specified in the preamble.

"GHC" has the meaning specified in the preamble.

"GHES" has the meaning specified in the preamble.

"GHIP" has the meaning specified in the preamble.

"GHWS" has the meaning specified in the preamble.

"Good Faith Deposit" has the meaning set forth in Section 3.1(a).

"Governmental Authority" means any federal, state, local or foreign, governmental entity or any division, subdivision, agency, instrumentality, authority, department, commission, board, bureau, official or other quasi-governmental authority, regulatory, administrative or judicial authority thereof or any federal, state, local or foreign court, tribunal or arbitrator or any self-regulatory organization, agency or commission.

"Hazardous Substance" means any chemical, material or substance in any form, whether solid, liquid, gaseous, semisolid or any combination thereof, whether waste material, raw material, chemical, finished product, byproduct or any other material or article, that is listed or regulated under applicable Environmental Laws as a "hazardous" or "toxic" substance or waste, or as a "contaminant," or is otherwise listed or regulated under applicable Environmental Laws, including, without limitation, particulate matter of any size, hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq., petroleum products, byproducts or derivatives thereof, asbestos, polychlorinated

biphenyls, pollutants, pesticides, urea formaldehyde foam insulation and lead-containing paints or coatings.

"Holdings" has the meaning specified in the preamble.

"Indebtedness" of any Person means, without duplication, (i) the principal of and premium (if any) in respect of (A) indebtedness of such Person for borrowed money and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the ordinary course of business (other than the current liability portion of any indebtedness for borrowed money)); (iii) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; (v) all obligations of such Person under interest rate or currency swap transactions (valued at the termination value thereof); (vi) the liquidation value, accrued and unpaid dividends; prepayment or redemption premiums and penalties (if any), unpaid fees or expenses and other monetary obligations in respect of any redeemable preferred stock of such Person; (vii) all obligations with respect to any factoring programs of Sellers; (viii) all obligations of the type referred to in clauses (i) through (vii) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations; (ix) all obligations of the type referred to in clauses (i) through (v) of other Persons secured by any lien on any property or asset of such Person (whether or not such obligation is assumed by such Person); and (x) all interest, penalties, premiums, fees and expenses related to any of the foregoing.

"Independent Accounting Firm" has the meaning specified in Section 3.3.

"Intellectual Property" means all intellectual property rights including, but not limited to, all Software, Copyrights, Patents, Trademarks, Trade Secrets, Domain Names, all rights to privacy and personal information, proprietary know-how and confidential business information and all rights and remedies related thereto (including the right to sue for and recover damages, profits and any other remedy in connection therewith) for past, present or future infringement, misappropriation or other violation relating to any of the foregoing.

"Interests" means any claims to rights of ownership or otherwise owned by Sellers.

"Inventory" means all finished goods, raw materials, work in process and other materials and supplies owned by Sellers on the Closing Date.

"IRS" means the United States Internal Revenue Service.

"**Key Customers**" means the top ten (10) customers in terms of gross sales for the twelve (12) month period ending on December 31, 2016.

"**Key Suppliers**" means the top ten (10) suppliers in terms of gross costs for the twelve (12) month period ending on December 31, 2016.

"Knowledge" of a particular fact or matter by an individual means that individual is actually aware of that fact.

"Landlord" mean the landlord under the Lease.

"**Lease**" mean the real property lease dated May 1, 2012 for 1210 Third Avenue, New York, NY between GHES and 179 East 70th Street Corporation and guaranteed by GH.

"Legal Requirement" means any federal, state, provincial, local, municipal, foreign, international, multinational, or other administrative Order, constitution, law, ordinance, principle of common law, regulation, legislation, resolution, code, rule, statute, regulation, judgment, decree, directive, decision, treaty or other requirement or rule of law of any Governmental Authority of any kind and the rules, regulations and orders promulgated thereunder.

"Liability" means any debt, loss, claim (as defined in section 101(5) of the Bankruptcy Code), damage, demand, fine, judgment, penalty, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability, successor liability or otherwise) of Sellers, and including all costs and expenses relating thereto (including fees, discounts and expenses of legal counsel, experts, engineers and consultants and costs of investigations, and any liability for Taxes).

"**Lien**" has the meaning given to that term in Section 101(37) of the Bankruptcy Code.

"Material Adverse Effect" means any event or condition in respect of the operation of the Business, the Purchased Assets and the Assumed Liabilities that individually or in the aggregate results in a material adverse effect on (x) the assets, properties, operations or condition (financial or otherwise) of the Business or (y) the ability of the Sellers to consummate the Transactions, other than an effect resulting from an Excluded Matter. "Excluded Matter" means any one or more of the following: (i) the effect of any change arising in connection with earthquakes, hostilities, acts of war, sabotage or terrorism or military actions or material worsening of any such hostilities, acts of war, sabotage or terrorism or military actions existing or underway as of the date hereof; (ii) the effect of any changes in Legal Requirements or accounting rules; (iii) any effect resulting from compliance with terms of this Agreement or the consummation of the Transactions; (iv) any effect resulting from the filing of the Bankruptcy Cases and reasonably anticipated effects thereof; or (v) the effect of general political, economic or financial market conditions; provided, that, the effects of any change described in clauses (i), (ii) and (v) can reasonably be expected to have a materially disproportionate effect on the Business relative to other Persons operating in the industry sector in which the Business operates.

"Material Contract" means each Contract of a Seller (i) involving aggregate consideration in excess of \$25,000 or payments by or to a Seller in excess of \$25,000 per annum and which, in each case, cannot be cancelled by a Seller without penalty or without more than ninety (90) days' notice; (ii) that requires a Seller to purchase its total requirements of any product or service from a third party or that contain "take or pay" provisions; (iii) that limits or purports to

limit the ability of a Seller to compete in any line of business or with any Person or in any geographic area or during any period of time; (iv) that licenses to a Seller any material intellectual property necessary for production by a Seller of its products or (v) that provides for any joint venture, partnership or similar arrangement by a Seller.

"Non-Assignable Assets" has the meaning specified in Section 2.5(c).

"Non-Hired Employees" has the meaning specified in Section 7.2(a).

"Open Payment Amount" means the amounts necessary to satisfy any checks, wires and payments issued by the Sellers in the ordinary course of their Business but not cashed prior to the Closing Date, which amounts shall (a) be set forth on a schedule to be delivered at the Closing pursuant to Section 3.6(j) and (b) not exceed \$50,000.

"Order" means any order, injunction, judgment, decree, ruling, writ, determination, charge, direction, assessment, or arbitration award of a Governmental Authority.

"Party" or "Parties" means, individually or collectively, Purchaser and Sellers.

"Patents" means United States and foreign patents (including certificates of invention and other patent equivalents), patent applications, provisional applications and patents issuing therefrom, as well as any continuations, continuations-in-part, divisions, extensions, reexaminations, reissues, renewals, patent disclosures, technology, inventions (whether or not patentable or reduced to practice) or improvements thereto.

"Permits" means all franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals, registrations, clearances, orders, and similar consents granted or issued by any Governmental Authority which are necessary for Sellers to own, lease and operate its properties and assets or to carry on the Business as it is now being conducted.

"Permitted Access Parties" has the meaning specified in Section 7.5.

"**Permitted Encumbrances**" means the list of Permitted Encumbrances set forth on <u>Schedule 4.4</u>.

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

"Petition Date" has the meaning specified in the recitals.

"Post-Close Filings" has the meaning specified in Section 7.5.

"**Proceeding**" means any action, arbitration, audit, claim, cause of action, hearing, investigation, litigation, or suit (whether civil, criminal, administrative or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

"**Products**" means any and all products and services currently marketed or sold by Sellers.

"Purchase Price" has the meaning specified in Section 3.1(b).

"Purchased Assets" has the meaning specified in Section 2.1.

"Purchaser" has the meaning specified in the preamble.

"Representative" means with respect to a particular Person, any duly authorized director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

"Sale Hearing" means the hearing conducted by the Bankruptcy Court to approve the transactions contemplated by this Agreement or an Alternative Transaction.

"Sale Motion" means the motion filed on May 24, 2017 by Sellers pursuant to, *inter alia*, sections 363 and 365 of the Bankruptcy Code to secure entry of the Sale Order by the Bankruptcy Court.

"Sale Order" means a final, nonappealable Order of the Bankruptcy Court in form and substance reasonably approved by Purchaser, pursuant to, *inter alia*, sections 105, 363 and 365 of the Bankruptcy Code (i) authorizing and approving, *inter alia*, the sale of the Purchased Assets to Purchaser on the terms and conditions set forth herein free and clear of all Liabilities, Liens, Claims, Interests, Encumbrances (other than the Permitted Encumbrances), and successor liability, the Assignment and Assumption of the Assumed Liabilities, and the Assignment and Assumption of the Assumed Contracts to Purchaser and (ii) containing certain findings of facts, including, without limitation, a finding that Purchaser is a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code.

"Seller" and "Sellers" have the meanings specified in the preamble.

"Software" means all computer software programs (whether in source code, object code, or other form) and systems, databases and platforms owned, licensed or used by Sellers, including all databases, compilations, tool sets, compilers, higher level or "proprietary" languages, related documentation, technical manuals and materials, and any licenses to use or other rights relating to the foregoing.

"Successful Bidder" has the meaning specified in the Sale Order.

"Tax" or "Taxes" (and with correlative meaning, "Taxable" and "Taxing") means (i) any federal, state, provincial, local, foreign or other income, alternative, minimum, add-on minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth, capital, profits, intangibles, windfall profits, gross receipts, value added, sales, use, goods and services, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental, natural resources, real property, personal property, ad valorem, intangibles, rent, occupancy, license, occupational, employment, unemployment insurance, social security, disability, workers' compensation, payroll, health care,

withholding, estimated or other similar taxes, duty, levy or other governmental charge or assessment or deficiencies thereof (including all interest and penalties thereon and additions thereto whether disputed or not) and (ii) any transferee liability in respect of any items described in clause (i) above.

"**Tax Return**" means any return, report or similar statement required to be filed with respect to any Taxes (including any attached schedules), including any information return, amended return or declaration of estimated Tax.

"Third Party Consents" has the meaning specified in Section 4.5.

"Trade Secrets" means inventions (whether patentable or not), invention disclosures, confidential or proprietary information and trade secrets (including, without limitation, ideas, research and development, know-how, formulae, algorithms, procedures, methods, creations, reports, improvements, readings, graphs, compositions, processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals).

"Trademarks" means United States, state and foreign trademarks, service marks, logos, slogans, trade dress and trade names (including all assumed or fictitious names under which the Business is conducted), and any other indicia of source of goods and services, designs and logotypes related to the above, in any and all forms, whether registered or unregistered, and registrations and pending applications to register the foregoing (including intent to use applications), and all goodwill related to or symbolized by the foregoing.

"Transferred Actions" means the actions set forth on Schedule 2.1(o).

"Transferred Employees" has the meaning specified in Section 7.2 (a).

"Transfer Taxes" has the meaning specified in Section 7.1(b).

Section 1.2. Other Definitional and Interpretive Matters. Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

- (a) Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.
 - (b) *Dollars*. Any reference in this Agreement to \$ shall mean U.S. dollars.
- (c) Exhibits/Schedules. 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. Notwithstanding the foregoing or anything to the contrary contained herein, Purchaser reserves the right, in its sole discretion, to amend and or supplement any schedules and exhibits attached hereto at any time prior to Closing.

- (d) *Gender and Number*. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.
- (e) *Headings*. The provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.
- (f) *Herein, etc.* The words such as "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.
- (g) *Including*. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.
- (h) No Strict Construction. The parties participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

SECTION 2. PURCHASE AND SALE

Section 2.1. Purchased Assets.

Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Sellers shall sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to Purchaser, and Purchaser shall purchase, free and clear of all Liabilities, Liens, Claims, Interests and Encumbrances (other than the Permitted Encumbrances and Assumed Liabilities), all right, title and interest of Sellers in, to or under all of the properties and assets of Sellers (other than the Excluded Assets and Excluded Liabilities) of every kind and description, wherever located, real, personal or mixed, tangible or intangible, owned, leased, licensed, used or held for use in or relating to the Business (herein collectively called the "Purchased Assets"), including, but not limited to, all right, title and interest of Sellers in, to or under:

- (a) all cash and cash equivalents in excess of \$75,000, less the Open Payment Amount;
 - (b) all Accounts Receivable relating to the Purchased Assets;
 - (c) all prepaid deposits and fixed assets relating to the Purchased Assets;

- (d) all Contracts and Leases listed or described on <u>Schedule 2.1(d)</u> as well as any orders received by Sellers in the ordinary course of business which have not been filled on or prior to the Closing Date (the "**Assumed Contracts**");
- (e) all Intellectual Property (including all goodwill associated therewith), including the Intellectual Property listed on <u>Schedule 2.1(e)</u>;
 - (f) all Products, including all products in development by Sellers;
- (g) all books, records, information, files, data and plans and other materials related to the operation of the Business, including but not limited to customer and supplier lists, mailing lists, sales and promotional literature, other sales-related materials relating to the Purchased Asset except those (i) relating solely to any Excluded Asset or Excluded Liability; or (ii) relating to employees of Sellers who are not Transferred Employees;
- (h) all telephone, telex and telephone facsimile numbers and other directory listings used in connection with the Business and/or owned by Sellers, to the extent assignable under applicable Legal Requirements;
- (i) all goodwill and other intangible assets associated with the Business or the Purchased Assets;
- (j) to the extent assignable under applicable Legal Requirements, any proprietary rights in Internet protocol addresses, Domain Names, ideas, concepts, methods, processes, formulae, models, methodologies, algorithms, reports, data, customer lists, mailing lists, business plans, market surveys, market research studies, websites, information contained on drawings and other documents, information relating to research, development or testing, and documentation and media constituting, describing or relating to the Intellectual Property, including memoranda, manuals, technical specifications and other records wherever created throughout the world;
- (k) all advertising, marketing and promotional materials, studies, reports and all other printed or written materials relating to the Business and/or owned by Sellers;
- (l) all Inventory of Sellers, wherever located, including, without limitation, any outstanding sale orders for Inventory held by third parties on a consignment basis and Inventory held by third party suppliers, manufacturers or processors that has been paid for by Sellers prior to the Closing Date;
- (m) all rights of Sellers under non-disclosure or confidentiality, non-disparagement, non-compete, or non-solicitation agreements with former employees of Sellers, agents of Sellers, or with third parties;
 - (n) the Transferred Actions; and

(o) any and all other personal property, assets, possessions, or belongings of Sellers acquired prior to the Closing Date, except any Excluded Assets, provided, however, that the parties do not intend that Purchaser or its Affiliates shall be deemed to be a successor to Sellers, or any of their Affiliates, with respect to the Purchased Assets.

Section 2.2. Excluded Assets.

Nothing herein contained shall be deemed to sell, transfer, assign or convey the Excluded Assets to Purchaser, and Sellers shall retain all right, title and interest to, in and under the Excluded Assets. For all purposes of and under this Agreement, the term "Excluded Assets" means:

- (a) all cash and cash equivalents in the amount of \$75,000 plus the Open Payment Amount;
 - (b) all bank and deposit accounts;
- (c) all minute books, stock ledgers, corporate seals and stock certificates of Sellers;
- (d) any Contracts not listed or described in <u>Schedule 2.1(d)</u> (the "**Excluded** Contracts");
- (e) any rights, claims or causes of action of Sellers under this Agreement or the Ancillary Documents, including all right, title and interest to the Aggregate Cash Consideration;
- (f) all receivables, claims, or causes of action related solely to any Excluded Asset;
- (g) all insurance policies, including but not limited to rights under director and officer liability policies, ERISA and trustee liability policies and employment practices liability policies, and all rights under insurance policies to the extent relating to claims for losses to any Excluded Asset or Excluded Liability to the extent applicable;
- (h) all Documents relating solely to an Excluded Asset or an Excluded Liability;
 - (i) all refunds of insurance premiums under any contract of insurance;
- (j) all prepaid income taxes, tax receivables, tax refunds or tax rebates with respect to any period ending on or prior to the Closing; and
 - (k) any Action that is not a Transferred Action.

Section 2.3. Assumed Liabilities.

Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Purchaser shall execute and deliver to Sellers the Assignment and Assumption Agreement pursuant to which Purchaser shall assume and agree to discharge, when due (in accordance with its respective terms and subject to the respective conditions thereof), only the following Liabilities (without duplication) (collectively the "Assumed Liabilities") and no others:

- (a) all Liabilities arising at and accruing after the Closing under the Assumed Contracts, including Taxes;
- (b) all Liabilities relating to the Purchased Assets arising after the Petition Date in the ordinary course of business to the extent not paid by Sellers prior to the Closing Date;
- (c) all Budgeted Expenses to the extent not paid by Sellers prior to the Closing Date;
 - (d) all applicable Cure Costs; and
 - (e) the Consumer Obligations.

Section 2.4. Excluded Liabilities.

Purchaser shall not assume and shall not be obligated to assume or be obliged to pay, perform or otherwise discharge any Liability, Liens, Claims and Encumbrances or other obligation of Sellers, and Sellers shall be solely and exclusively liable with respect to all Liabilities, Liens, Claims, and Encumbrances or other obligation of Sellers, other than the Assumed Liabilities (the "Excluded Liabilities").

Section 2.5. <u>Assignments; Cure Amounts.</u>

- (a) Sellers shall transfer and assign all Assumed Contracts to Purchaser, and Purchaser shall assume all Assumed Contracts from Sellers, as of the Closing Date pursuant to section 365 of the Bankruptcy Code and the Sale Order. Purchaser shall be responsible for all applicable Cure Costs. Purchaser further acknowledges and agrees that it shall be responsible for providing to the counterparty to any Assumed Contract any information necessary to provide "adequate assurance of future performance" pursuant to Section 365(f)(2)(B) of the Bankruptcy Code.
- (b) The Sale Order shall provide that as of the Closing, Sellers shall assign to Purchaser the Assumed Contracts and the Assumed Contracts shall be identified by the name and date of the Assumed Contract (if available), the other party to the Assumed Contract as the case may be, and the address of such party for notice purposes, all included on an exhibit attached to either the motion filed in connection with the Sale Order or a motion for authority to assume and assign such Assumed Contracts.
- (c) In the case of Permits, Assumed Contracts and other commitments included in the Purchased Assets that cannot be transferred or assigned effectively without the consent of

third parties ("Non-Assignable Assets"), which consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), this Agreement shall not be deemed to constitute an agreement to transfer or assign any Non-Assignable Asset until such consent is obtained if an attempted assignment thereof, without the consent of a third party, would constitute a breach or other contravention of any such Non-Assignable Asset or Legal Requirement to which any Seller is a party or by which a Seller is bound, or in any way adversely affect the rights of any Seller or, upon transfer, Purchaser under such Non-Assignable Asset; and Purchaser shall assume no Liabilities under such Non-Assignable Assets. With respect to such Non-Assignable Assets for which required consent has not been obtained prior to Closing, Sellers shall, subject to any approval of the Bankruptcy Court that may be required and the terms set forth in Section 6.3, (i) reasonably cooperate with Purchaser, at Purchaser's expense, in endeavoring to obtain such consent, and (ii) cooperate with Purchaser, at Purchaser's expense, in any lawful and commercially reasonable manner under which Purchaser would obtain the economic claims, rights and benefits under such Non-Assignable Assets.

Section 2.6. Further Assurances.

- (a) At the Closing, and at all times thereafter as may be necessary, Sellers and Purchaser shall execute and deliver such other instruments of transfer as shall be reasonably necessary to vest in Purchaser title to the Purchased Assets free and clear of all Liabilities, Liens, Claims, Interests and Encumbrances (other than the Permitted Encumbrances) and such other instruments as shall be reasonably necessary to evidence the assignment by Sellers and the assumption by Purchaser of the Assumed Liabilities, including the Assumed Contracts. Sellers and Purchaser shall cooperate with one another to execute and deliver such other documents and instruments as may be reasonably required to carry out the transactions contemplated hereby.
- (b) At the Closing, and at all times thereafter as may be necessary, Sellers shall, at the reasonable request of Purchaser, execute, deliver, and file, or cause to be executed, delivered, and filed, such other instruments of conveyance and transfer and take such other actions as Purchaser may reasonably request, in order to more effectively consummate the transactions contemplated by this Agreement and to vest in Purchaser good and marketable title to the Intellectual Property included in the Purchased Assets, including, without limitation, executing, filing, and recording, with all appropriate intellectual property registration authorities and other relevant entities, all assignment instruments and other filings that are necessary to correctly record the prior chain of title with respect to ownership of the Intellectual Property included in the Purchased Assets.

SECTION 3. PURCHASE PRICE; CLOSING

Section 3.1. Purchase Price and Purchase Price Adjustments.

(a) Within one (1) Business Day of the date hereof, Purchaser shall deliver to the Escrow Agent a wire transfer (to a bank account specified by Sellers) or a certified check payable to the order of Gracious Home LLC (or such part as the Debtors may determine) or such other form acceptable to the Debtors, in the amount of \$406,000 (the "Good Faith Deposit"), to be held in escrow by the Escrow Agent subject to the terms and conditions of the Escrow

Agreement.

(b) Subject to the terms and conditions set forth in this Agreement, and in reliance upon the representations and warranties of the Parties set forth herein, at the Closing, the purchase price to be paid by Purchaser to Sellers in exchange for the Purchased Assets (the "Purchase Price") shall be the sum of (i) cash in the aggregate amount of \$4 million (the "Aggregate Cash Consideration"), (ii) the amounts necessary to satisfy applicable Cure Costs, and (iii) the amounts necessary to pay the Budgeted Expenses. In the event there is a dispute between a Debtor and any non-Debtor counterparty to an Assumed Contract regarding the amount of the Cure Cost with respect to such Assumed Contract, the full amount of the Cure Cost alleged by such counterparty to be owed shall be deposited by Purchaser into escrow.

Section 3.2. Payments.

On the Closing Date, Purchaser shall pay to Sellers the Aggregate Cash Consideration, less the Good Faith Deposit, in the manner set forth in <u>Section 3.5</u> below.

Section 3.3. Allocation of Purchase Price.

As soon as practicable after the date hereof, Purchaser shall deliver to Sellers for Sellers' review and approval allocation schedule(s) (the "Allocation Schedule(s)") allocating the Purchase Price in accordance with the percentages set forth on the Allocation Schedule(s), including the Assumed Liabilities that are liabilities for federal income Tax purposes, among the Purchased Assets. The Allocation Schedule(s) shall be reasonable and shall be prepared in accordance with Section 1060 of the Code and the regulations thereunder. Sellers agree that, following their approval of the Allocation Schedule(s), after consultation with the statutory committee of unsecured creditors appointed in their cases, Sellers shall sign the Allocation Schedule(s) and return an executed copy thereof to Purchaser, it being understood and agreed that on or before the tenth (10th) Business Day following their receipt of the Allocation Schedule(s) from Purchaser as herein provided, Sellers shall either deliver an executed copy thereof to Purchaser or, in the event that Sellers shall have objections to all or any portion of the Allocation Schedule(s), Sellers shall deliver to Purchaser a written objection to such Allocation Schedule(s), which written objection shall set forth in reasonable detail the basis for the objections of Sellers thereto. In the event that Sellers fails to deliver to Purchaser either an executed Allocation Schedule(s) or a written objection on or before the tenth (10th) Business Day following their receipt of the Allocation Schedule(s) from Purchaser, Sellers will be deemed to have accepted and be bound by the Allocation Schedule(s) in the form delivered by Purchaser. In the event that Sellers shall deliver a written objection to the Allocation Schedule(s), Sellers and Purchaser shall thereafter work in good faith for a period of fifteen (15) Business Days to resolve any and all objections set forth therein, and upon the resolution of all such objections, Sellers and Purchaser shall execute and deliver to the other Party a signed copy of such agreed upon Allocation Schedule(s). In the event that Purchaser and Sellers are unable to resolve such dispute within such fifteen (15) Business Day period, Purchaser and Sellers shall jointly retain a nationally recognized firm of independent certified public accountants mutually acceptable to Purchaser and Sellers (an "Independent Accounting Firm") to resolve the disputed items and the determinations of such Independent Accounting Firm shall be conclusive and binding upon the Parties for the purposes of this Section 3.3. Upon resolution of the disputed items, the allocation reflected on the Allocation Schedule(s) shall be adjusted to reflect such resolution. The costs, fees, and expenses of the Independent Accounting Firm shall be borne equally by Purchaser and Sellers. Purchaser and Sellers will each file IRS Form 8594, and all Tax Returns, in accordance with the Allocation Schedule(s) that are agreed upon by the Parties pursuant to the terms of this <u>Section 3.3</u>. Purchaser, on the one hand, and Sellers, on the other hand, each agrees to provide the other promptly with any other information required to complete Form 8594.

Section 3.4. Closing Date.

Upon the terms and conditions set forth in this Agreement the closing of the transactions contemplated herein (the "Closing") shall take place at the offices of Trenk, DiPasquale, Della Fera & Sodono, P.C., 45 Rockefeller Plaza, Suite 2000, New York, New York 10111, as promptly as practicable, and at no time later than June 30, 2017, provided that the conditions set forth in Section 8 have been satisfied or waived (other than the conditions which by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or at such other place or time as Purchaser and Sellers may mutually agree. The date and time at which the Closing actually occurs is hereinafter referred to as the "Closing Date."

Section 3.5. Purchaser's Deliveries.

At or prior to the Closing, Purchaser shall deliver to Sellers:

- (a) the Assignment and Assumption Agreement and each other Ancillary Document to which Purchaser is a party, duly executed by Purchaser;
 - (b) the Purchase Price, less the Good Faith Deposit;
- (c) the officers' certificates required to be delivered pursuant to $\underline{\text{Sections 8.3(a)}}$ and 8.3(b); and
- (d) such other assignments and other good and sufficient instruments of assumption and transfer, in form reasonably satisfactory to Sellers, as Sellers may reasonably request to transfer and assign the Assumed Liabilities and the Assumed Contracts to Purchaser.

Section 3.6. Sellers' Deliveries.

At or prior to the Closing, Sellers shall deliver to Purchaser:

- (a) the Assignment and Assumption Agreement and each other Ancillary Document to which a Seller is a party, duly executed by such Seller;
- (b) instruments of assignment of the Patents (the "Assignment of Patents"), Trademarks (the "Assignment of Trademarks"), Copyrights (the "Assignment of Copyrights") and Domain Names (the "Assignment of Domain Names") that are owned by Sellers and included in the Purchased Assets, if any, duly executed by Sellers, in form for recordation with the appropriate Governmental Authorities, in form reasonably acceptable to the parties, and any other assignments or instruments with respect to any Intellectual Property included in the Purchased

Assets for which an assignment or instrument is required to assign, transfer, and convey such assets to Purchaser in a mutually acceptable form;

- (c) evidence of receipt of the Third Party Consents to the extent such consents are not provided for or satisfied by the Sale Order;
 - (d) a copy of the final Sale Order entered by the Bankruptcy Court;
- (e) the officers' certificates required to be delivered pursuant to $\underline{\text{Sections } 8.2(a)}$ and $\underline{8.2(c)}$;
- (f) certificates executed by Sellers, in the form prescribed under Treasury Regulation Section 1.1445-2(b), that Sellers are not foreign persons within the meaning of Section 1445(f)(3) of the Code;
- (g) a certificate of good standing, or equivalent document, for each Seller, as certified by the applicable Government Authority in such Seller's state of incorporation.
- (h) all instruments and documents necessary to release any and all Liabilities, Liens, Claims, Interests and Encumbrances (other than the Permitted Encumbrances), including appropriate UCC financing statement amendments (termination statements);
- (i) a certificate executed by each Seller as to a list of all additional Material Contracts entered into in the ordinary course of business after filing of the Bankruptcy Cases;
 - (j) a schedule of the Open Payment Amount;
- (k) all Disclosure Schedules to this Agreement in form and substance acceptable to Purchaser and Sellers;
- (l) an updated cash forecast setting forth the Budgeted Expenses in form and substance acceptable to Purchaser; and
- (m) such other bills of sale, required consents, deeds, endorsements, assignments and other good and sufficient instruments of conveyance and transfer, in form reasonably satisfactory to Purchaser, as Purchaser may reasonably request to vest in Purchaser all the right, title and interest of Sellers in, to or under any or all the Purchased Assets.

Section 3.7. <u>Possession.</u>

Right to exclusive possession of the Purchased Assets shall transfer to Purchaser upon Closing. Sellers shall transfer and deliver to Purchaser on the Closing Date such keys, locks, and safe combinations and other similar items as Purchaser shall require to obtain immediate and full occupation and control of the Purchased Assets, and shall also make available to Purchaser at Sellers' location(s) all Documents that are required to be transferred to Purchaser by this Agreement.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF SELLERS

As an inducement to Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby, Sellers represents and warrant to Purchaser, and agree, as follows:

Section 4.1. Organization of Sellers.

Each of Sellers is an entity duly organized, validly existing and in good standing under the Legal Requirements of the State of Delaware. Each of the Sellers is properly qualified to do business in the State of Delaware. Each of the Sellers is in good standing in each of the jurisdictions in which the ownership or leasing of its properties or the conduct of its business requires such qualification. Each of the Sellers has all requisite limited liability company power, authority, right and capacity to own or lease and operate its properties and assets now owned or leased and operated by it, including the Purchased Assets, and to carry on its business in all respects as currently conducted by it.

Section 4.2. Subsidiaries and Investments.

Except as set forth on <u>Schedule 4.2</u>, Sellers does not, directly or indirectly, own, of record or beneficially, any outstanding voting securities, membership interests or other equity interests in any Person.

Section 4.3. <u>Authority of Sellers.</u>

- Sellers have full power and authority to execute, deliver and, subject to the (a) entry of the Sale Order and Bidding Procedures Order, perform their obligations under, and consummate the transactions contemplated by, this Agreement, the Assignment and Assumption Agreement and each of the Ancillary Documents to which a Seller is a party. The execution, delivery and performance of this Agreement, the Assignment and Assumption Agreement and such Ancillary Documents by Sellers, and consummation of the transactions contemplated hereby and thereby, have been duly authorized and approved by all required action on the part of Sellers, including by each Seller's board of directors (or similar governing body) and, subject to the entry of the Sale Order, does not require any authorization or consent of each Seller's shareholders that has not been obtained. This Agreement has been duly authorized, executed and delivered by Sellers and, subject to the entry of the Sale Order, is the legal, valid and binding obligation of Sellers enforceable against Sellers in accordance with its terms, and the Assignment and Assumption Agreement and each of the Ancillary Documents to which Sellers is a party has been duly authorized by Sellers and upon execution and delivery by Sellers and subject to the entry of the Sale Order, will be a legal, valid and binding obligation of Sellers enforceable against Sellers in accordance with its terms.
- (b) Subject to receipt of the Third Party Consents, and after giving effect to the Sale Order, none of the execution and delivery of this Agreement, the Assignment and Assumption Agreement or any of the Ancillary Documents by Sellers, the consummation by Sellers of any of the transactions contemplated hereby or thereby, or compliance with or fulfillment of the terms,

conditions and provisions hereof or thereof by Sellers, will conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default or an event of default, or permit the acceleration of any Liabilities or obligation or loss of a material benefit, or result in the creation of any Liabilities, Liens, Claims, Interests and Encumbrances on any of the assets or properties of the Business (in each case with or without notice or lapse of time or both), under (i) any charter (or similar governing instrument) or by-laws (or similar governing document) of Sellers, (ii) any Permits, (iii) any Order to which a Seller is a party or by which it is bound or any Purchased Asset is subject, (iv) any Legal Requirement affecting Sellers or the Purchased Assets, or (v) any Contract to which Sellers or any of the Purchased Assets is a party or otherwise bound.

Section 4.4. Title to Purchased Assets.

Sellers have, and, upon delivery to Purchaser on the Closing Date of the instruments of transfer contemplated by Section 3.6, and subject to the terms of the Sale Order, Sellers will thereby transfer to Purchaser, good and valid title to, or, in the case of property leased or licensed by Sellers, a valid and subsisting leasehold interest in or a legal, valid and enforceable licensed interest in or right to use, all of the Purchased Assets, free and clear of all Liabilities, Liens, Claims, Interests and Encumbrances (other than the Permitted Encumbrances), except for the Assumed Liabilities. Except for the Excluded Assets, the Purchased Assets include all of the assets, whether tangible or intangible, that Sellers owns, and/or has been using, holding or operating in the Business to conduct (including utilization of assets) the Business as currently conducted by Sellers. Except with respect to the debtor in possession financing facility that the Sellers are party to with Gracious Home Lending LLC, Sellers have incurred no debt following the commencement of the Bankruptcy Cases that could constitute an Encumbrance on the Purchased Assets. Sellers has not granted to any third party any license or other right to use any of the Purchased Assets. Other than Purchaser, no Person has any written or oral agreement or option for the purchase or acquisition of all or any of the Purchased Assets; provided however, that Purchaser acknowledges that this Agreement is subject to higher or better offers pursuant to the Bidding Procedures Order.

Section 4.5. Consent and Approvals.

- (a) Schedule 4.5(a) sets forth a true and complete list of each material consent, waiver, authorization or approval of any Governmental Authority, domestic or foreign, or of any other Person, and each declaration to or filing or registration with any such Governmental Authority, that is required in connection with the execution and delivery of this Agreement, the Assignment and Assumption Agreement and the Ancillary Documents by Sellers or the performance by Sellers of its obligations thereunder (the "Third Party Consents").
- (b) No Seller is in violation of any Legal Requirement applicable to the operation of the Business, except as may be set forth in Schedule 4.5(b). No Seller has received any written notification from any Governmental Authority asserting that it is not in compliance with any Legal Requirement applicable to the operation of the Business. Each Seller holds all Permits necessary to carry on the Business as currently conducted by it or to own or lease any of its property or assets utilized by it as such property or assets are currently owned, leased or utilized. Each Permit is valid, subsisting and in full force and effect and no Seller is in material default or

breach of such Permit and no material proceeding is pending or, to the Sellers' Knowledge, threatened to revoke or limit any Permit.

Section 4.6. <u>Litigation</u>.

There are no material Actions or Proceedings pending, or to Sellers' Knowledge, threatened against or affecting Sellers, which in any way related to or involve or could adversely affect the Business, the Purchased Assets or the Assumed Liabilities, at law or in equity or before or by any Governmental Authority (other than any Actions or Proceedings listed on Sellers' respective Statements of Financial Affairs that they filed with the Bankruptcy Court or set forth on Schedule 4.6 hereto), and Sellers are not operating under or subject to, or in default with respect to, any Order with respect to the Purchased Assets, the Assumed Liabilities, or the consummation of the transactions contemplated hereby.

Section 4.7. <u>Insurance</u>.

Schedule 4.7 sets forth a correct and complete list of all current insurance policies covering Sellers, complete and correct copies of which have been provided to Purchaser. All premiums required to be paid under each insurance policy required to be set forth on Schedule 4.7 have been paid when due, and all such policies are in full force and effect.

Section 4.8. Material Contracts.

Schedule 4.8 lists all Material Contracts (including any amendments, modifications or supplements thereto), and (i) at Closing there will not be any Contracts material to the Sellers or the Business other than the Material Contracts and any additional Material Contracts entered into in the ordinary course of business after filing of the Bankruptcy Cases; (ii) no Seller is a party to, and no Seller is or on Closing will be bound or affected by, any Contracts material to the Sellers' Business except the Material Contracts and any additional Material Contracts entered into in the ordinary course of business after filing of the Bankruptcy Cases; (iii) no Seller has given or received notice of any default with respect to the Material Contracts, and no Seller is in default under any of the Material Contracts that, in each case, is required to be cured other than through payment of the applicable Cure Costs; (iv) at the time of Closing, there will not exist any default or event which, with the passage of time or the giving of notice or both, would constitute a default in the performance and/or observance of the obligations on the part of a Seller under any of the Material Contracts that, in each case, will be required to be cured other than through payment of the applicable Cure Costs; and (v) each of the Material Contracts is in full force and effect and is a valid and binding obligation as to the applicable Seller, and, to Sellers' Knowledge, the other parties thereto, unamended by oral or written agreement, and the Sellers are entitled to the full benefit and advantage of each of the Material Contracts to which it is a party in accordance with the terms thereof.

Section 4.9. <u>Leases.</u>

The leases (including any amendments, modifications or supplements thereto) set forth on <u>Schedule 4.9</u> are the only leases to which any Seller is a party with respect to personal property relating to the Business. The Lease (including any amendments, modifications or

supplements thereto) is the only lease to which any Seller is a party with respect to real property relating to the Business. The applicable Seller has title to each such personal property lease and the Lease and a good and valid leasehold interest in the personal or real property licensed thereunder (subject to the terms of the applicable lease governing its interests therein), in each case free and clear of all Encumbrances (other than Permitted Encumbrances). Each personal property lease and the Lease (i) is the legal, valid, binding and enforceable obligation of the Seller that is lessee thereunder, (ii) to the Knowledge of the Sellers, is in full force and effect and the binding obligation of the other parties thereto and (iii) will, if designated as an Assumed Contract, continue to be the legal, valid, binding, and enforceable obligation of Purchaser following the consummation of the transactions contemplated by this Agreement. At the time of Closing, there will not exist any default or event which, with the passage of time or the giving of notice or both, would constitute a default in the performance and/or observance of the obligations on the part of a Seller under any of the personal property leases or the Lease. No Seller has assigned, subleased, transferred, conveyed, mortgaged, deeded in trust or encumbered any interest in the leasehold or subleasehold created by such personal property lease or the Lease.

Section 4.10. Intellectual Property Matters.

- (c) Sellers own or have valid rights to use all of the Intellectual Property necessary to conduct, or used by them in the operation of, the Business as currently conducted. Schedule 2.1(d) and Schedule 2.1 (e) list (i) registrations for such Intellectual Property owned by Sellers, (ii) pending applications to register any Intellectual Property owned by Sellers, (iii) material unregistered such Intellectual Property owned by Sellers, (iv) Domain Names owned by Sellers, (v) software owned by Sellers, (vi) Material Contracts, licenses and agreements (including settlements and covenants not to sue) with respect to such Intellectual Property owned by Sellers pursuant to which a Seller has granted any Person the right to reproduce, distribute, market or otherwise exploit such Intellectual Property (other than a Seller's customer end user agreements entered into with any of its customers in the ordinary course of business) and (vii) Material Contracts, licenses and agreements (including settlements and covenants not to sue) pursuant to which Sellers have been granted the right to use Intellectual Property by any Person. Sellers are the sole and exclusive beneficial and, with respect to applications and registrations, record owner of all of the Intellectual Property items set forth in Schedule 2.1(e), and, except as set forth on Schedule 4.10(a), all such Intellectual Property is subsisting, valid, and enforceable and all fees necessary to maintain Intellectual Property registrations and applications in good standing have been paid.
- (d) Except as set forth on Schedule 4.10(b), there is no action, suit, proceeding, claim, investigation or complaint pending, or, to the Knowledge of Sellers, threatened against any Seller that (i) challenges (A) the validity or ownership of any Intellectual Property owned by Sellers or (B) a Seller's use of any Intellectual Property or (ii) alleges infringement, dilution, misappropriation or other violation of the Intellectual Property of any Person by any Seller. To the Knowledge of Sellers, no third Person's operations or products infringe any Intellectual Property owned by or exclusively licensed to Sellers in any material respect. No Seller's operations or products infringe, dilute, misappropriate or otherwise violate the Intellectual Property of any third Person and, to the Knowledge of Sellers, there is no valid basis for such a claim. Except as set forth on Schedule 4.10(b), no Seller has received during the three (3) year

period preceding the date hereof any written claim of infringement, dilution, misappropriation or other violation with respect to any Intellectual Property owned by any third Person.

(e) The Intellectual Property, including rights to use the Intellectual Property of any Person under a license, included in the Purchased Assets constitutes all material Intellectual Property owned, used or held for use in the conduct of the Business. No current or former Affiliate, partner, director, stockholder, officer or employee of any Seller will, after giving effect to the Transactions, own or retain any rights to use any of the Intellectual Property owned, used or held for use by Sellers in the conduct of the Business.

Section 4.11. <u>Tax Matters.</u>

- (f) All sales or use Tax Returns of each Seller have been timely filed in accordance with Legal Requirements, and all such Tax Returns are true, complete and accurate in all material respects. Each Seller has timely paid, or caused to be paid, all Taxes for which it is liable.
- (g) Except as set forth on Schedule 4.11, no federal, state, local or foreign audits or other proceedings are pending or being conducted, nor has a Seller received in the last three (3) years any (i) notice in writing from any Governmental Authority that any such audit or other proceeding is pending, threatened or contemplated or (ii) notice of deficiency or proposed adjustment for any Tax proposed, asserted or assessed by any Governmental Authority against a Seller with respect to any material Taxes or any material Tax Return filed by or with respect to a Seller. In the last three (3) years, no Seller has engaged in any administrative audit, administrative appeal or judicial contest of any Tax matter.
- (h) There are no liens for Taxes upon any of the Purchased Assets, other than liens for Taxes not yet due and payable.
- (i) Each Seller has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party, and all Tax Returns required with respect thereto have been properly complete and timely filed.
- (j) No Seller has received written notice of any claim by any Governmental Authority in a jurisdiction where a Seller has not filed Tax Returns that the Business or a Seller may be subject to taxation by that jurisdiction.
- (k) No Seller is a "foreign corporation", "foreign partnership", "foreign trust", "foreign estate", "foreign person", "Affiliate" of a "foreign person" or a "United States intermediary" of a "foreign person," each within the meaning of the Code Sections 897 and 1445.

Section 4.12. <u>Key Customers and Suppliers.</u>

Since December 31, 2016, no Key Customer has cancelled or otherwise terminated or, whether or not an automatic renewal provision exists in a contract with such Key Customer, refused or purported to refuse to renew the term of its relationship with a Seller or materially reduced or changed the pricing or other terms of the business it conducts with Sellers and, to the

Knowledge of Sellers, no such Key Customer intends to cancel, terminate or, whether or not an automatic renewal provision exists in a contract with such Key Customer, refuse to renew the term or materially reduce or change the pricing or other terms of its business or contract with Sellers. Since December 31, 2016, no Key Supplier has cancelled or otherwise terminated or, whether or not an automatic renewal provision exists in any contract with such Key Supplier, refused or purported to refuse to renew the term of such contract or materially reduced or changed the pricing or other terms of such contract and, to the Knowledge of Sellers, no such Key Supplier intends to cancel, terminate or, whether or not an automatic renewal provision exists in such contract, refuse to renew the term or materially reduce or change the pricing or other terms of such contract.

Section 4.13. Pension Plans.

No Seller has maintained or operated, or currently maintains or operates, any pension plans as defined in Section 3.2 of ERISA.

Section 4.14. Product Warranties; Defects; Liabilities.

- (l) Sellers have provided true and accurate copies of the standard terms and conditions of sale of the products and services (containing applicable guaranty, warranty and indemnity provisions) of Sellers.
- (m) Sellers have not manufactured or sold any products that were, at the time they were manufactured or sold, faulty or defective or did not comply with any and all warranties or representations expressly made or implied by or on behalf of Sellers. Sellers have not manufactured or sold products containing Hazardous Substances.
- (n) For the past five (5) years, no product or service warranty, recall, product liability or similar claims have been made against a Seller in connection with the Purchased Assets. In the past five (5) years, Sellers have not received (in connection with any product manufactured, sold or distributed by, or in connection with any service provided by the Seller) notice of: (i) any claim or allegation of personal injury, death or property or economic damages; (ii) any product recall (voluntary or involuntary); (iii) any claim for punitive or exemplary damages; (iv) any claim for contribution or indemnification; or (v) any claim for injunctive relief relating to the foregoing.

Section 4.15. Certificate of Service.

The parties set forth on the Certificate of Service attached hereto as <u>Schedule 4.15</u> constitute all parties whom Sellers have determined, using commercially reasonable efforts, are entities that shall receive notice of Sellers' intent to consummate the transactions contemplated by this Agreement under the Federal Rules of Bankruptcy Procedure 2002 and all other applicable rules for notice and including, without limitation, all Persons owning, claiming or asserting any claim or interest, vested or contingent, liquidated or unliquidated, contested or uncontested, against a Seller in any way relating to the Sellers' operation of the Business or the Purchased Assets.

Section 4.16. No Finder.

Neither Sellers nor any Person acting on their behalf have paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the

transactions contemplated by this Agreement for which Purchaser is or will become liable, and Sellers shall hold harmless and indemnify Purchaser from any claims with respect to any such fees or commissions.

PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH ABOVE, (A) THE PURCHASED ASSETS ARE BEING TRANSFERRED ON AN AS-IS, WHERE-IS BASIS, (B) SELLERS MAKE NO FURTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN RESPECT OF THE PHYSICAL CONDITION OF THE PURCHASED ASSETS, THE MERCHANTABILITY OR FITNESS OF THE PURCHASED ASSETS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO THE PURCHASED ASSETS OR ANY PORTION THEREOF, AND ANY SUCH REPRESENTATION AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF PURCHASER

As an inducement to Sellers to enter into this Agreement and to consummate the transactions contemplated hereby, Purchaser hereby represents and warrants to Sellers and agrees as follows:

Section 5.1. Organization and Authority of Purchaser.

- (a) Purchaser is a limited liability company duly organized, validly existing and in good standing under the Legal Requirements of the State of Delaware. Purchaser has full corporate power and authority to execute, deliver and perform its obligations under this Agreement, the Assignment and Assumption Agreement and all of the Ancillary Documents to which it is a party. The execution, delivery and performance of this Agreement, the Assignment and Assumption Agreement and such Ancillary Documents by Purchaser have been duly authorized and approved by all action and do not require any further authorization or consent of Purchaser or its shareholders, managers or members. This Agreement has been duly authorized, executed and delivered by Purchaser and is the legal, valid and binding agreement of Purchaser enforceable against Purchaser in accordance with its terms, and the Assignment and Assumption Agreement and each Ancillary Document to which Purchaser is a party has been duly authorized by Purchaser and upon execution and delivery by Purchaser will be a legal, valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms.
- (b) Neither the execution and delivery of this Agreement, the Assignment and Assumption Agreement or any of such Ancillary Documents or the consummation of any of the transactions contemplated hereby or thereby nor compliance with or fulfillment of the terms, conditions and provisions hereof or thereof will:
- (i) conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default, or an event of default under (1) Purchaser's organizational documents, (2) any Order to which Purchaser is a party or by which it is bound or (3) any Legal Requirement affecting Purchaser; or

(ii) require the approval, consent, authorization or act of, or the making by Purchaser of any declaration, filing or registration with, any Person, other than filings with the Bankruptcy Court, that has not already been obtained.

Section 5.2. Financing.

Purchaser has available to it, or will have at the Closing, sufficient liquidity in the form of equity and debt financing to satisfy the Purchase Price and all other funds necessary to consummate the transactions contemplated by this Agreement and operate the Business, including to promptly pay, when due, all of the Assumed Liabilities.

SELLERS HEREBY ACKNOWLEDGE AND AGREE THAT EXCEPT AS EXPRESSLY SET FORTH ABOVE, PURCHASER MAKES NO FURTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN RESPECT OF PURCHASER, ITS AFFILIATES, OR THEIR RESPECTIVE ASSETS LIABILITIES OR OPERATIONS, AND ANY SUCH REPRESENTATION AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

SECTION 6. ACTION PRIOR TO THE CLOSING DATE

The Parties covenant and agree to take the following actions between the date hereof and the earlier of the termination of this Agreement and the Closing Date:

Section 6.1. Third Party Consents.

Sellers and Purchaser shall use their best efforts to obtain all Third Party Consents to the extent such consents are not provided for or satisfied by the Sale Order. Notice of the Sale Motion will be sent to all other parties to the Assumed Contracts by Sellers immediately upon filing of the Sale Motion.

Section 6.2. Governmental Approvals.

(a) During the period prior to the Closing Date, Sellers and Purchaser shall act diligently and reasonably, and shall cooperate with each other, to do or cause to be done, all things necessary, proper or advisable consistent with applicable confidentiality and Legal Requirements, to the extent commercially reasonable, to cause the conditions precedent to the Closing to be satisfied and to cause the Closing to occur, including to secure any consents and approvals of any Governmental Authority required to be obtained by them, in order to assign or transfer any Permits to Purchaser, to permit the consummation of the transactions contemplated by this Agreement, or to otherwise satisfy the conditions set forth in Section 8, in each case as necessary to the extent such consents are not provided for or satisfied by the Sale Order; provided, however, that Sellers shall not make any agreement or understanding affecting the Purchased Assets or the Business (excluding the Excluded Assets or Excluded Liabilities) as a condition for obtaining any such consents or approvals except with the prior written consent of Purchaser. Subject to the limitations set forth in this Section 6.2, Purchaser shall act diligently and reasonably to cooperate with Sellers, to the extent commercially reasonable, to obtain the consents and approvals contemplated by this

<u>Section 6.2(a)</u>; <u>provided</u>, <u>however</u>, Purchaser shall not be required to waive any of the conditions to Closing set forth in Section 8.

- Subject to all applicable confidentiality and Legal Requirements, Sellers and Purchaser (i) shall promptly inform each other of any communication from any Person concerning this Agreement, the transactions contemplated hereby, and any filing, notification or request for approval and (ii) shall permit the other Party to review in advance any proposed written communication or information submitted to any such Governmental Authority in response thereto; provided, that a Party may request entry into a joint defense agreement as a condition to providing any such materials and that, upon receipt of that request, the Parties shall work in good faith to enter into a joint defense agreement to create and preserve attorney-client privilege in a form and substance mutually acceptable to the Parties. In addition, none of Parties shall agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation or other inquiry with respect to this Agreement or the transactions contemplated hereby, unless such Party consults with the other Parties in advance and, to the extent permitted by any such Governmental Authority, gives the other Parties the opportunity to attend and participate thereat, in each case to the maximum extent practicable. Subject to any restrictions under applicable Legal Requirements, each Party shall furnish the other with copies of all correspondence, filings and communications (and memoranda setting forth the substance thereof) between it and its Affiliates and their respective Representatives on the one hand, and the Governmental Authority or members of its staff on the other hand, with respect to this Agreement, the transactions contemplated hereby (excluding documents and communications which are subject to preexisting confidentiality agreements or to the attorney-client privilege or work product doctrine) or any such filing, notification or request for approval. Each Party shall also furnish the other Party with such necessary information and assistance as such other Party and its Affiliates may reasonably request in connection with their preparation of necessary filings, registration or submissions of information to the Governmental Authority in connection with this Agreement, the transactions contemplated hereby and any such filing, notification or request for approval. Sellers and Purchaser shall prosecute all required requests for approval with all necessary diligence and otherwise use their respective commercially reasonable efforts to obtain the grant thereof by an Order as soon as possible including in order to resolve such objections or suits which, in any case if not resolved, could reasonably be expected to prevent, materially impede or materially delay the consummation of the transactions contemplated hereunder or the other transactions contemplated hereby, including by Purchaser selling, holding separate or otherwise disposing of or conducting its business in a manner which would resolve such objections or suits or agreeing to sell, hold separate or otherwise dispose of or conduct its business in a manner which would resolve such objections or suits or permitting the sale, holding separate or other disposition of, any of its assets or the assets of its subsidiaries or the conducting of its business in a manner which would resolve such objections or suits.
- (c) Notwithstanding anything else to the contrary in this Agreement, in the event that any administrative or judicial action or proceeding is instituted (or threatened to be instituted) by a Governmental Authority or private party challenging the transactions hereunder or any other agreement contemplated hereby, Purchaser shall cooperate, at its own cost and expense, in all respects with Sellers and the Parties shall use their respective best efforts to contest and resist any such action or proceeding and to have vacated, lifted, reversed or overturned any decree,

judgment, injunction or other order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the transactions contemplated by this Agreement.

Section 6.3. Conduct of Business Prior to the Closing Date.

From and after the date hereof until the earlier of the Closing Date or the termination of this Agreement in accordance with the terms of Section 9 hereof, Sellers shall maintain the Purchased Assets and operate and carry on the Business only in the ordinary course of business, except as otherwise expressly required by this Agreement or with the express written consent of Purchaser. Consistent with the foregoing and to the extent not prohibited by the Bankruptcy Cases, Sellers shall use commercially reasonable efforts to (i) continue operating the Business as a going concern, (ii) maintain the Purchased Assets and the assets and properties of, or used by, Sellers relating to the Business in their current condition (ordinary wear and tear excepted), (iii) maintain the business organization of the Business intact, (iv) maintain the Documents of the Business, (v) comply with all Legal Requirements, and (vi) preserve the goodwill of the manufacturers, suppliers, contractors, licensors, employees, customers, distributors and others having business relations with the Business. In connection therewith, Sellers shall not (1) offer employment for any period on or after the Closing Date to any employee or agent of the Business regarding whom Purchaser makes offers of employment in accordance with the terms set forth herein, (2) otherwise attempt to persuade any such employee or agent to terminate his or her relationship with the Business, (3) offer new material offsets, reductions or discounts to Accounts Receivable, (4) incur any additional Indebtedness outside of Sellers' ordinary course of business operations, (5) increase the compensation, incentive arrangements or other benefits to any officer or employee outside the ordinary course of business, (6) redeem, purchase or otherwise acquire directly or indirectly any of its issued outstanding capital stock, or any outstanding rights or securities exercisable or exchangeable for or convertible into its capital stock, (7) enter into any transaction, arrangement or Contract with any Person except on an arm's length basis in the ordinary course of business, (8) purchase, sell, lease or dispose of any Purchased Assets other than in the ordinary course of business, (9) delay or postpone the payment of accounts payable or other Liabilities Outside the ordinary course of business, (10) permit the loss, lapse or abandonment of, or transfer, assign, enter into or grant any license or sublicense of any rights under or with respect to any Intellectual Property, (11) amend, terminate or modify any of the Assumed Contracts, (12) discontinue, close or dispose of any plant, facility or other business operation, or lay off any employees or implement any early retirement or separation program, or any program providing early retirement window benefits within the meaning of Section 1.401 (a)(4)-3(f)(4)(ii) of the Treasury Regulations or announce or plan any such action or program for the future, (13) hire employees or terminate the employment of any employee other than for "cause" or in the ordinary course of business, or (14) fail to maintain the material plant, property and equipment of Sellers in good repair and operating condition in all material respects, ordinary wear and tear excepted.

Section 6.4. Notification of Breach; Disclosure.

Each Party shall promptly notify the other (a) of any event, condition or circumstance of which such Party becomes aware prior to the Closing Date that would cause, or would reasonably be expected to cause, a violation or breach of this Agreement (or a breach of

any representation or warranty contained in this Agreement) or prohibit or materially delay the Closing, and (b) any material failure of such Party to comply with or satisfy any covenant, condition or agreement contained in this Agreement or any Ancillary Document. During the period prior to the Closing Date, each Party will promptly advise the other in writing of any written 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. It is acknowledged and understood that no notice given pursuant to this <u>Section 6.4</u> shall have any effect on the representations, warranties, covenants or agreements contained in this Agreement for purposes of determining satisfaction of the conditions contained herein or rights or remedies of the Parties.

Section 6.5. Insurance.

Until the Closing, Sellers shall maintain (including necessary renewals thereof) insurance policies against risk and liabilities to the extent and in the manner and at the levels maintained by Sellers as of the date hereof with respect to the Business and the Purchased Assets.

Section 6.6. Disclosure Schedules and Weekly Cash Forecast.

Within five (5) days from the date hereof, Sellers and Purchaser shall agree to (a) the final Disclosure Schedules and (b) a final weekly cash forecast that accurately reflects the Budgeted Expenses.

Section 6.7. Bankruptcy Court Approval; Bidding Procedures; Auction.

- (a) The Parties acknowledge that, notwithstanding anything to the contrary herein, under the Bankruptcy Code and applicable Legal Requirements, Sellers must take reasonable steps to demonstrate that it has sought to obtain the highest or best price for the Purchased Assets, including, but not limited to, giving notice of the transactions contemplated by this Agreement to creditors and other interested parties as ordered by the Bankruptcy Court, providing information about the Business to responsible bidders subject to appropriate confidentiality agreements, entertaining higher or better offers from responsible bidders, and if necessary, conducting an auction. To facilitate the foregoing, Sellers obtained entry of the Bidding Procedures Order. Purchaser acknowledges that if Sellers receive a proposal for an Alternative Transaction, an Auction may be held for the Purchased Assets.
- (b) Sellers and Purchaser acknowledge that this Agreement and the sale of the Purchased Assets are subject to Bankruptcy Court approval and entry of the Sale Order.
- (c) In the event an appeal is taken or a stay pending appeal is requested, with respect to the Sale Order, Sellers shall promptly notify Purchaser of such appeal or stay request and shall promptly provide to Purchaser a copy of the related notice of appeal or order of stay. Sellers shall also provide Purchaser with written notice of any motion or application filed in connection with any appeal from either of such orders.

(d) From and after the date hereof, Sellers shall not take any action that is intended to result in, or fail to take any action the intent of which failure to act would result in, the reversal, voiding, modification or staying of the Sale Order.

Section 6.8. Bankruptcy Filings.

- (a) From and after the date hereof, at least two (2) Business Days prior to filing any papers or pleadings in the Bankruptcy Case that relate, in whole or in part, to this Agreement or Purchaser, Sellers shall provide Purchaser with a copy of such papers or pleadings and a reasonable opportunity to comment on the same.
- (b) Purchaser shall provide Sellers with prompt notice of any papers or pleadings filed by a party other than Purchaser in the Bankruptcy Case that relate, in whole or in part, to the Purchased Assets, this Agreement or Purchaser.

SECTION 7. ADDITIONAL AGREEMENTS

Section 7.1. Taxes.

- (a) Sellers shall be liable for and shall pay, and pursuant to Section 7.1(c) shall reimburse Purchaser for, all Taxes (whether assessed or unassessed) applicable to the Business and the Purchased Assets, in each case attributable to periods (or portions thereof) ending on or prior to the Closing Date. Without limiting the obligations of Purchaser contained elsewhere in this Agreement, including in respect of Assumed Liabilities, Purchaser shall be liable for and shall pay, and pursuant to Section 7.1(c) shall reimburse Sellers for, all Taxes (whether assessed or unassessed) applicable to the Business and the Purchased Assets and the Assumed Liabilities, in each case attributable to periods (or portions thereof) beginning after the Closing Date. For purposes of this paragraph (a), any period beginning before and ending after the Closing Date shall be treated as two partial periods, one ending on the Closing Date and the other beginning on the day after the Closing Date except that Taxes (such as property Taxes) imposed on a periodic basis shall be allocated on a daily basis.
- (b) Without limiting the other terms set forth in this Agreement, real property transfer or gains Tax, real property records recordation fees, documentary stamp Tax or similar Tax attributable to the sale or transfer of the Purchased Assets and not exempted under the Sale Order or by section 1146(c) of the Bankruptcy Code ("**Transfer Taxes**") shall be borne by Sellers.
- (c) Sellers or Purchaser, as the case may be, shall provide reimbursement for any Tax paid by one Party all or a portion of which is the responsibility of the other Party in accordance with the terms of this Section 7.1. Within a reasonable time prior to the payment of any such Tax, the Party paying such Tax shall give notice to the other of the Tax payable and each Party's respective liability therefor, although failure to do so will not relieve the other Party from its liability hereunder.
- (d) Purchaser and Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Business

and the Purchased Assets (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax.

- (e) Purchaser and Sellers shall retain all books and records with respect to Taxes pertaining to the Purchased Assets for a period of at least six (6) years following the Closing Date. On or after the end of such period, each Party shall provide the other with at least twenty-one (21) days prior written notice before destroying any such books and records, during which period the Party receiving such notice can elect to take possession, at its own expense, of such books and records.
- (f) Sellers and Purchaser shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets or the Business.

Section 7.2. Employees and Employee Benefit Plans.

- Employees. (i) Prior to the Closing, Purchaser shall have the sole and exclusive discretion, but not the obligation, to offer employment to all of Sellers' employees on terms subject to the sole and exclusive discretion of Purchaser. Those employees who accept Purchaser's offer of employment and commence working for Purchaser on the Closing Date (or upon return to work from approved leave of absence) shall be deemed to have terminated their employment with Sellers upon the earlier of such acceptance or the Closing Date, and will hereafter be referred to as the "Transferred Employees." Purchaser will have no Liability with respect to any employee of Sellers who is not a Transferred Employee (the "Non-Hired Employees"). Sellers shall be solely responsible for providing notice of any plant closing or mass layoff and Sellers will bear all Liability with respect to the federal Workers Adjustment and Retraining Notification Act, similar state laws or any other Legal Requirements to the extent applicable to the transactions contemplated by this Agreement. (ii) Purchaser shall make available to Sellers, at a reasonable hourly rate to be paid by Sellers and to be mutually agreed upon by Purchaser and Sellers, the services of one or more Transferred Employees to the extent reasonably necessary to (A) allow the Sellers to fulfill their bankruptcy reporting requirements and to (B) wind-down the Sellers' business affairs and bankruptcy obligations; provided that, in no event shall the services of any Transferred Employee exceed five (5) hours per calendar week; and, provided, further, that this Section 7.2(a)(ii) shall terminate on the three (3) month anniversary of the Closing Date.
- (b) <u>Credit Under Purchaser Plans</u>. With respect to any Transferred Employees, Purchaser will use commercially reasonable efforts, to the extent permitted by the third party providers of such plan(s), to cause any employee benefit plans of Purchaser (or any Affiliate thereof sponsoring or maintaining such plans) which the Transferred Employees are entitled to participate in from and after the Closing Date (the "**Purchaser Plans**") to take into account for purposes of eligibility and vesting thereunder, but not with respect to accrual of benefits, service by the Transferred Employees with Sellers prior to the Closing as if such service were with Purchaser, to the same extent such service was credited under a comparable benefit plan of Sellers prior to the Closing (except to the extent it would result in the duplication of benefits). In addition, with respect to each Purchaser Plan that is a "welfare benefit plan" (as defined in Section 3(1) of ERISA). Purchaser shall use commercially reasonable efforts, or shall use commercially

reasonable efforts to cause an Affiliate of Purchaser sponsoring or maintaining such Purchaser Plan, to the extent permitted by the third party providers of such plan, to (i) cause there to be waived any pre-existing condition exclusions, actively at work requirements, insurability requirements or other eligibility limitations to the extent such exclusions, requirements or limitations were waived or were inapplicable under a comparable benefit plan of Sellers prior to the Closing, and (ii) give effect, in determining any deductible, co-insurance and maximum out-of-pocket limitations, to claims incurred and amounts paid by, and amounts reimbursed to, the Transferred Employees and their dependents under a comparable benefit plan of Sellers prior to the Closing. Such Transferred Employees shall receive benefits and be covered by employment policies on substantially similar terms and conditions as other employees of Purchaser or its Subsidiaries or Affiliates with similar titles and functions. Without limiting the generality of the foregoing, such employee benefits shall include immediate eligibility to participate in medical and health insurance plans.

- (c) <u>Employment Tax Reporting</u>. With respect to any Transferred Employees, Purchaser and Sellers shall use the standard procedure set forth in Revenue Procedure 2004-53 2004-34 I.R.B. 320, for purposes of employment tax reporting.
- (d) No Obligation. Nothing contained in this Agreement shall be construed to require the employment of (or prevent the termination of employment of) any individual, require minimum benefit levels or prevent any change in the employee benefits provided to any individual Employee. No provision of this Agreement shall create any third party beneficiary rights in any employee or former employee of Sellers or any other Person (including any beneficiary or dependent thereof) of any nature or kind whatsoever, including without limitation, in respect of continued employment (or resumed employment) for any specified period. Except as provided for in any employment or other agreement with Purchaser, nothing in this Section 7.2 is intended to interfere with Purchaser's right from and after the Closing to terminate the employment of, or change the compensation and benefits available to, any Transferred Employees.
- (e) <u>Employee List</u>. As soon as practicable, but in no event later than ten (10) Business Days following the execution of this Agreement by all Parties, Sellers shall deliver to Purchaser a list of all of Sellers' employees, together with particulars of the date of commencement of employment, period of continuous employment, job description or grade, age, holiday entitlements, salary, and commissions.

Section 7.3. Collection of Receivables.

Sellers shall provide reasonable assistance to Purchaser in the collection of any Accounts Receivable included in the Purchased Assets. If, after the Closing Date, Sellers shall receive payment from any account debtor with respect to any Accounts Receivable included in the Purchased Assets, Sellers shall promptly thereafter deliver such funds and assets to Purchaser and take all steps necessary to vest title to such funds and/or assets in Purchaser. Effective as of the Closing Date, Sellers hereby designates Purchaser and its respective officers as Sellers' true and lawful attorney-in-fact, with full power of substitution, to execute and endorse for the benefit of Purchaser all checks, notes or other documents received by Sellers in payment of or in substitution or exchange for any of the Purchased Assets. Sellers hereby acknowledge and agree that the power of attorney set forth in the preceding sentence in favor of Purchaser is coupled with an interest,

and further agrees to execute and deliver to Purchaser from time to time any documents or other instruments reasonably requested by Purchaser to evidence such power of attorney.

Section 7.4. Certain Actions.

Within one (1) day after the Closing Date, Sellers shall take such corporate and other actions necessary to change its corporate or company name, as the case may be, to a name that is not similar to, or confusing with, the current name of Sellers, including any necessary filings required by the general corporation or other Legal Requirements of the states in which Sellers are organized or otherwise qualified or registered to transact business. Sellers acknowledges that the name "Gracious" and "Gracious Home" and all other Intellectual Property shall be and remain, after the Closing, the sole and exclusive property of Purchaser. Prior to the Closing Date, unless otherwise requested by Purchaser, Sellers shall terminate any Contract granting any third party the right to use any Intellectual Property.

Section 7.5. Reasonable Access to Records and Certain Personnel.

In order to facilitate Sellers' efforts to (a) administer and close the Bankruptcy Cases and (b) prepare Tax Returns (together, the "Post-Close Filings"), for a period of six (6) years following the Closing, Purchaser shall permit Sellers and Sellers' counsel and accountants (collectively, "Permitted Access Parties") during regular business hours, with reasonable notice, and subject to reasonable rules and regulations, reasonable access to the financial and other books and records which comprised part of the Purchased Assets that are required to complete the Post-Close Filings, which access shall include (x) the right of such Permitted Access Parties to copy, at such Permitted Access Parties' expense, such required documents and records and (y) Purchaser's copying and delivering to the relevant Permitted Access Parties such documents or records as they require, but only to the extent such Permitted Access Parties furnish Purchaser with reasonably detailed written descriptions of the materials to be so copies and applicable Permitted Access Party reimburses Purchaser for the costs and expenses thereof; provided, however, that the foregoing rights of access shall not be exercisable in such a manner as to interfere with the normal operations of Purchaser's business. Notwithstanding anything contained in this Section 7.5 to the contrary, in no event shall Sellers have access to any information that, based on advice of Purchaser's counsel, could (1) reasonably be expected to create liability under applicable Legal Requirements, or waive any legal privilege, (2) result in the discharge of any Trade Secrets of Purchaser, its affiliates or any third parties or (3) violate any obligation of Purchaser with respect to confidentiality. Purchaser shall retain all books and records pertaining to the Purchased Assets for a period of at least two (2) years following the Closing Date. On or after the end of such period, Purchaser shall provide Sellers and the Permitted Access Parties other with at least twenty-one (21) days prior written notice before destroying any such books and records, during which period Sellers can elect to take possession, at its own expense, of such books and records.

SECTION 8. CONDITIONS TO CLOSING

Section 8.1. Conditions to Obligations of Each Party.

The respective obligations of each Party to effect the sale and purchase of the Purchased Assets shall be subject to the fulfillment (or, if permitted by applicable Legal Requirements, waiver) on or prior to the Closing Date, of the following conditions:

- (a) all requisite authorizations or consents from Governmental Authorities or waiting periods following governmental filings, including the Required Consents, shall have been obtained or expired, as the case may be;
- (b) the Sale Order shall be unstayed (other than the 14-day period set forth in Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure, which Sellers shall request that the Court waive); and
- (c) no Governmental Authority shall have enacted, issued, promulgated or entered any Order that is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement that has not been withdrawn or terminated.

Section 8.2. Conditions to Obligations of Purchaser.

The obligation of Purchaser to purchase the Purchased Assets contemplated by this Agreement shall be subject to the fulfillment on or prior to the Closing Date of the following additional conditions:

- (a) the representations and warranties of Sellers contained in this Agreement shall be true and correct in all material respects when made and on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of such date and Purchaser shall have received a certificate of each Seller to such effect signed by a duly authorized officer thereof;
- (b) a certified copy of the Sale Order and the Bidding Procedures Order shall have been entered and shall have become Final Orders and the Sale Order shall be in form and substance reasonably satisfactory to Purchaser;
- (c) each covenant and obligation that Sellers are required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects, and Purchaser shall have received a certificate of Sellers to such effect signed by a duly authorized officer thereof;
- (d) each of the deliveries required to be made to Purchaser pursuant to <u>Section</u> 3.6 shall have been so delivered;

- (e) There shall have been no Material Adverse Effect (or any development that, insofar as reasonably can be foreseen, is reasonably likely to result in a Material Adverse Effect);
 - (f) Sellers shall not have rejected any Assumed Contracts;
- (g) no order, at law or in equity, shall have been entered by any court of competent jurisdiction enjoining, restricting, or prohibiting the Closing which has not, by the Closing Date, been dismissed, quashed or permanently stayed without any further right of appeal;
- (h) any and all Permits required in order to consummate the Closing shall be in full force and effect; and
- (i) Sellers shall not have abandoned or otherwise relinquished its Interest in any Purchased Asset, other than assets disposed of or abandoned in the ordinary course of business, nor, without the consent of Purchaser, shall Sellers have taken any actions to dispose of or abandon any Purchased Assets other than ordinary course of business.

Any condition specified in this <u>Section 8.2</u> may be waived by Purchaser; <u>provided</u>, <u>however</u>, that no such waiver shall be effective against Purchaser unless it is set forth in a writing executed by Purchaser.

Section 8.3. Conditions to Obligations of Sellers.

The obligation of Sellers to sell the Purchased Assets contemplated by this Agreement shall be subject to the fulfillment on or prior to the Closing Date of the following additional conditions:

- (a) the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects when made and on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of such date and Sellers shall have received a certificate of Purchaser to such effect signed by a duly authorized officer thereof;
- (b) each covenant and obligation that Purchaser is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects, and Sellers shall have received a certificate of Purchaser to such effect signed by a duly authorized officer thereof;
- (c) each of the deliveries required to be made to Sellers pursuant to $\underline{\text{Section 3.5}}$ shall have been so delivered; and
- (d) the Sale Order and Bidding Procedures Order shall have been entered and become Final Orders.

Any condition specified in this <u>Section 8.3</u> may be waived by Sellers; <u>provided</u>, <u>however</u>, that no such waiver shall be effective against Sellers unless it is set forth in writing executed by Sellers.

SECTION 9. TERMINATION

Section 9.1. Termination. Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written consent of Sellers and Purchaser;
- (b) the Bankruptcy Cases are dismissed or converted to cases under chapter 7 of the Bankruptcy Code and neither such dismissal or conversion expressly contemplates the transactions under the Agreement or a trustee is appointed for the Debtors and such trustee rejects the transactions contemplated by this Agreement;
- (c) by Sellers, if Purchaser shall have breached or failed to perform in any material respect any of its respective representations, warranties, covenants or other agreements contained in this Agreement, and such breach or failure to perform (i) would give rise to the failure of a condition set forth in Section 8.3, and (ii) cannot be or has not been cured prior to the date that five (5) days from the date that Purchaser is notified by Sellers of such breach or failure to perform; provided, however, that Sellers shall not have a right to terminate this Agreement under this Section 9.1(c) if Sellers is then in material breach of this Agreement;
 - (d) by Sellers, if Sellers have closed on an Alternative Transaction;
- (e) by Purchaser, if the conditions set forth in <u>Section 6.6</u> have not been met within the time period set forth therein;
- (f) by Purchaser, if Sellers shall have breached or failed to perform in any material respect any of its respective representations, warranties, covenants or other agreements contained in this Agreement, and such breach or failure to perform (i) would give rise to the failure of a condition set forth in Section 8.2, and (ii) cannot be or has not been cured prior to the date that is five (5) days from the date that Sellers is notified by Purchaser of such breach or failure to perform; provided, however, that Purchaser shall not have a right to terminate this Agreement under this Section 9.1(e) if Purchaser is then in material breach of this Agreement; or
- by the date that is forty-five (45) calendar days after the date of this Agreement, (ii) the Bankruptcy Court grants leave to any Person to appeal the Bidding Procedures Order or the Sale Order, (iii) the Bidding Procedures Order or the Sale Order is stayed, vacated, modified or supplemented without the Purchaser's prior express written consent or (iv) the Closing Date has not occurred within ten (10) calendar days after the Sale Order becomes a Final Order unless the failure of Closing to occur is as a result of a breach by the Purchaser, provided, that in the case of subsection (i) above, the requirement to satisfy such time-frames is subject to the Bankruptcy Court's availability, except that regardless of the Bankruptcy Court's availability Purchaser may terminate if the Closing shall have not occurred by the date that is forty-five (45) calendar days after the date of this Agreement unless the failure of Closing to occur is as a result of a breach by the Purchaser.

Section 9.2. Effect of Termination. In the event of termination by Sellers or Purchaser pursuant to <u>Section 9.1</u>, written notice thereof shall forthwith be given to the other Party and the Agreement shall be terminated, without further action by any Party. Notwithstanding a termination by either Party, the terminating Party shall remain liable for any breach that occurred prior to such termination.

Section 9.3. Bid Protections. Sellers agree and acknowledge that Purchaser's negotiation and execution of this Agreement has resulted from an investment of management time and has required a commitment of financial and other resources by Purchaser, and that the negotiation and execution have provided value to Sellers. Therefore, if Sellers enter into an Alternative Transaction, Sellers shall pay to Purchaser the "**Bid Protections**" comprised of a break-up fee of 3% of the Purchase Price plus reimbursement of Purchaser's reasonable out-of-pocket expense (including attorneys' fees and expenses). The Bid Protections shall not exceed \$150,000 and shall be paid simultaneously with the closing of, and with the proceeds from, the Alternative Transaction. To the extent that the proceeds from the Alternative Transaction are insufficient to pay the Bid Protections, Sellers shall pay the remaining balance of the Bid Protections from other sources. The Bid Protections shall constitute an administrative expense of Sellers under sections 503(b) and 507(a)(1) of the Bankruptcy Code.

SECTION 10. NO SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The representations and warranties of Purchaser and Sellers made in this Agreement and the covenants of Purchaser and Sellers contained in this Agreement that, by their terms, are to be performed prior to the Closing shall not survive the Closing Date and shall be extinguished by the Closing and the consummation of the transactions contemplated by this Agreement. Absent fraud or willful misconduct, Purchaser shall not have any remedy against Sellers, and Sellers shall not have any remedy against Purchaser or its Affiliates for (i) any breach of a representation or warranty contained in this Agreement (other than to terminate the Agreement in accordance with the terms hereof and as provided in Section 9.1) and (ii) if the Closing occurs, any breach of a covenant contained in this Agreement with respect to the period prior to the Closing Date.

SECTION 11. GENERAL PROVISIONS

Section 11.1. Confidential Nature of Information.

Each Party agrees that it will treat in confidence all documents, materials and other information that it shall have obtained regarding the other Party during the course of the negotiations leading to the consummation of the transactions contemplated hereby (whether obtained before or after the date of this Agreement), the investigation provided for herein and the preparation of this Agreement and other related documents. Such documents, materials and information shall not be disclosed or communicated to any third Person (other than, in the case of Purchaser, to its Representatives and potential lenders, and in the case of Sellers, to its Representatives). No Party shall use any confidential information referred to in the second immediately preceding sentence in any manner whatsoever except solely for the purpose of evaluating the proposed purchase and sale of the Purchased Assets and the enforcement of its rights

hereunder and under the Assignment and Assumption Agreement and the Ancillary Documents. The obligation of each Party to treat such documents, materials and other information in confidence shall not apply to any information that (i) is or becomes available to such Party from a source other than the disclosing Party, provided such other source was not, and such Party would have no reason to believe such source was, subject to a confidentiality obligation in respect of such information, (ii) is or becomes available to the public other than as a result of disclosure by such Party or its agents, (iii) is required to be disclosed under applicable Legal Requirements or judicial process, including the Bankruptcy Case, but only to the extent it must be disclosed, or (iv) such Party reasonably deems necessary to disclose to obtain any of the consents or approvals contemplated hereby.

Section 11.2. No Public Announcement.

Neither Sellers nor Purchaser shall, without the approval of Sellers (in the case of a disclosure by Purchaser) or Purchaser (in the case of a disclosure by Sellers), make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that any such Party shall be so obligated by applicable Legal Requirements, including as may be required by the Bankruptcy Case, securities laws, or the rules of any stock exchange, in which case the other Party or parties shall be advised prior to such disclosure and the Parties shall use their reasonable best efforts to cause a mutually agreeable release or announcement to be issued. For the avoidance of doubt, Sellers' filing of pleadings or notices in the Bankruptcy Case in connection with this Agreement shall not be deemed a public announcement by Sellers.

Section 11.3. Notices.

All notices or other communications required or permitted hereunder shall be in writing and shall be given or delivered by electronic mail to the addresses set forth below, and by one of the following means of service: personal delivery or by a nationally recognized private overnight courier service addressed as follows:

(a) If to Purchaser, to:

Tom Sullivan NEWGH, LLC c/o F9 Investments 844 Alton Road Miami Beach, FL 33139 ts@f9properties.com

With a copy to (which shall not constitute notice):

Michael P. Richman c/o Hunton & Williams LLP 200 Park Avenue 52nd Floor New York, NY 10166-0005

MRichman@hunton.com

(b) If to Seller, to:

Rob Morrison Chief Executive Officer Gracious Home LLC 1210 Third Avenue New York, NY 10021 rmorrison@gracioushome.com

With copies to (which shall not constitute notice):

Joseph J. DiPasquale
Irena M. Goldstein
Trenk DiPasquale Della Fera & Sodono P.C.
347 Mount Pleasant Avenue, Suite 300
West Orange, NJ 07052
jdipasquale@trenklawfirm.com
igoldstein@trenklawfirm.com

or to such other address or email address as such Party may indicate by a notice delivered to the other Party.

Any notice, consent, authorization, direction or other communication delivered as aforesaid shall be deemed to have been effectively delivered and received, if sent by a nationally recognized private overnight courier service, on the date following the date upon which it is delivered for overnight delivery to such courier service, if delivered personally (with written confirmation of receipt), on the date of such delivery.

Section 11.4. Successors and Assigns.

- (a) Except as expressly permitted in this Agreement, the rights and obligations of the Parties under this Agreement shall not be assignable by such parties without the written consent of the other parties hereto.
- (b) This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. The successors and permitted assigns hereunder shall include any permitted assignee as well as the successors in interest to such permitted assignee (whether by merger, consolidation, liquidation (including successive mergers, consolidations or liquidations) or otherwise). Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any Person other than the parties and successors and assigns permitted by this Section 11.4 any right, remedy or claim under or by reason of this Agreement.

Section 11.5. Entire Agreement; Amendments; Disclosure Schedules.

This Agreement, the Assignment and Assumption Agreement, the Ancillary Documents and Disclosure Schedules referred to herein contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements, understandings or letters of intent between or among any of the parties hereto with respect to such subject matter. This Agreement shall not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the Parties.

Section 11.6. Waivers.

Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party or parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized representative of such Party. Except as otherwise provided herein, the failure of any Party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by Legal Requirements.

Section 11.7. Expenses.

Except as set forth herein, each Party hereto will pay all of its own costs and expenses incident to its negotiation and preparation of this Agreement and its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and accountants.

Section 11.8. Partial Invalidity.

Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable Legal Requirements, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

Section 11.9. Execution in Counterparts.

This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by and delivered to each of the Parties hereto. Delivery of an executed counterpart of a signature page to this Agreement by

facsimile or electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 11.10. Governing Law.

- (a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that State.
- (b) All actions and proceedings arising out of or relating to this Agreement, including the resolution of any and all disputes hereunder, shall be heard and determined in the Bankruptcy Court, and the Parties hereby irrevocably submit to the exclusive jurisdiction of the Bankruptcy Court in any such action or proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. The Parties hereby consent to service of process by mail (in accordance with Section 11.3) or any other manner permitted by Legal Requirements.
- (c) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLERS, PURCHASER, OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

Section 11.11. No Third Party Beneficiaries.

This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed the day and year first above written.

PURCHASER:

NEWGH, LLC

By: <u>/s Thomas Sullivan</u> Name: Thomas Sullivan

Title: Manager

SELLERS:

GRACIOUS HOME LLC, GRACIOUS HOME HOLDINGS LLC, GRACIOUS HOME PAYROLL LLC, GH EAST SIDE LLC, GH WEST SIDE LLC, GH CHELSEA LLC, and GRACIOUS (IP) LLC

By: <u>/s Robert Morrison</u>
Name: Robert Morrison
Title: Chief Executive Officer

Schedule 2.1(d)

Assumed Contracts

Non-Debtor Counter Party to Contract	Contract	Cure Amount
3		
Delve Partners LLC	Digital Advertising	\$0.00
228 Park Ave. S.		
Suite 97906		
New York, NY 10003		
LISTRAK	Web Platform	\$0.00
529 East Main Street		
Litita, PA 17543		
LISTRAK	SaaS License	\$0.00
529 East Main Street		
Litita, PA 17543		
BigCommerce, Inc.	Web E-Commerce	\$0.00
Attn: Robert Alvarez, CFO	Platform	
11305 Four Points Drive		
Bldg II, Third Floor		
Austin, TX 78726		40.00
BrainTree/PayPal	Payments Processor	\$0.00
95 Morton Street		
5th Floor		
New York, NY 10014	D D	Φ0.00
First Data Merchant Services	Payments Processor	\$0.00
5565 Glenridge Connector NE		
Suite 2000		
Atlanta, GA 30342	Daint of Cala Crystons	\$0.00
Springboard Retail 383 Dorchester Avenue	Point of Sale System	\$0.00
Suite 240		
Boston, MA 02127		
Intuit Inc.	General Ledger System	\$0.00
Corporate Headquarters	General Ledger System	φ0.00
2700 Coast Ave		
Mountain View, CA 94043		
Right Networks	QuickBooks Hosting	\$0.00
14 Hampshire Drive	QuickDooks Hosting	ψ0.00
Hudson, NH 03051		
728024 Canada Inc.	Affiliate Marketing	\$0.00
d/b/a OPM Pros Inc.		40.00
4990 Jean-Talon West		
Montreal, Quebec		
H4P1W9 Canada		
Benefit Resource Inc.	Employee Benefits	\$1,029.50
245 Kenneth Drive		,
Rochester, NY 14623-2782		

Non-Debtor Counter Party to Contract	Contract	Cure Amount
United Parcel Service	Shipping Agreement	\$0.00
55 Glenlake Parkway		
Atlanta, GA 30328		
Yves Delorme	Shop in Shop Agreement	\$0.00
Attn: Oliver Newman, EVP		
1725 Broadway Street		
Charlottesville, VA 22902		
SFERRA Fine Linens LLC	Consignment Agreement	\$0.00
Attn: Amy Valentine		
15 Mayfield Ave		
Edison, NJ 08837		
Window25, LLC	Shop in Shop Agreement	\$0.00
103 Van Buren Street		
Newark, NJ 07105		
Via Venezia Textiles	Consignment Agreement	\$0.00
5901 N. Forest Glen Ave.		
Chicago IL 60646		
Attn: Dawn Papakyriacou		
New York Post	Print Advertising	\$0.00
1211 Avenue of the Americas		
New York, NY 10036		
Adobe Systems Incorporated	Transfer of Assets	\$0.00
345 Park Avenue		
San Jose, CA 95110		
MegaPath	Phone System	\$0.00
6800 Koll Center Parkway		
Suite 200		
Pleasanton, CA 94566		
Direct Energy Business	Utilities/Energy	\$0.00
c/o Joseph E. Bain		
Edison, McDowell &		
Hetherington LLP		
1001 Fannin Street		
Suite 2700		
Houston, TX 77002		
ConEdison	Utilities/Delivery	\$0.00
Cooper Station		
P.O. Box 138		
New York, NY 10276-0138		
VAI	Maintenance for IBM	\$0.00
120 Comac Street		
Ronkonkoma, NY 11779		

Non-Debtor Counter Party to Contract	Contract	Cure Amount
179 East 70th Street Corp. Attention: Eleanor Siegel, Board President 179 East 70th Street New York, NY 10021	Lease for real property located at 1210 Third Avenue, New York, NY	To Be Negotiated
mindSHIFT Technologies, Inc. 158 W. 27 th Street 5 th Floor New York, NY 10001	IT Services	\$0.00
Oracle America, Inc./Dyn 110 Allen Road Suite 400 Basking Ridge, NJ -7920	IT/Cloud Services	\$200.00
Google, Inc. 111 8th Avenue New York, NY 10011	Marketing	\$0.00
EyeMed 4000 Luxottica Place Mason, OH 45040	Employee Benefits	\$0.00
Aetna U.S. Healthcare Attn: Aetna-Middletown P.O. Box 88860 Chicago, IL 60695	Employee Benefits	\$0.00

Schedule 2.1(e)

Intellectual Property

Trademarks

<u>Trauemarks</u>			
<u>Title</u>	Jurisdiction	Registration Date	Registration Number
GRACIOUS HOME	US	11/21/1972	947,721
GRACIOUS HOME	US	07/17/2007	3,264,838
GRACIOUS HOME	US	12/11/2007	3,351,201
GRACIOUS HOME	EU	04/26/2002	001619774
GRACIOUS HOME in blue color	US	08/03/2010	3,828,911
GRACIOUS HOME			
GRACIOUS HOME Stylized	US	12/11/2007	3,351,799
GRACIOUS HOME®			
LOOK NO FURTHER	US	04/21/1998	2,152,208

Copyrights

- Catalogs, advertising material, any marketing material created by the Sellers, and any other tangible medium of expression created by Sellers' employees or any consultants working under the direction of the Sellers are subject to a copyright but are not registered.
- Sellers do not have any registered copyrights.

Software

• Sellers' customer database is proprietary.

Patents

Intellectual Property Not Otherwise Listed on this Schedule 2.1(e)

• None.

Trade Secrets

None.

Domain Names

- Gracioushome.com Registrant of the domain name is Private Privacy, LLC, 12808 Gran Bay Parkway West, Jacksonville Florida
- Gracious-home.com Renews on 2/4/2020
- Gracious-homes.com Renews on 2/4/2020
- Gracious.nyc Renews on 10/2/2017
- Gracioushome.nyc Renews on 10/2/2017
- Gracioushomenewyork.com Renews on 9/23/19
- Gracioushomeny.com Renews on 9/23/19
- Gracioushomes.nyc Renews on 10/2/17

Schedule 2.1(o)

Transferred Actions

• All claims and causes of action (whether such claims or causes of action be direct or derivative) that have been, or could hereafter be, made or asserted by a Seller against any present member, manager, managing member, officer, executive officer or director of any Seller in such respective capacity.

Schedule 3.6(j)

Open Payment Amounts

• To be provided by Sellers at Closing.

Schedule 4.2 Ownership and Capital Structure

Sellers	<u>Subsidiaries</u>
Gracious Home Holdings LLC owns 100% of the membership interests in each of:	Gracious Home LLC
	Gracious (IP) LLC
Gracious Home LLC owns 100% of the membership interests in each of:	Gracious Home Payroll LLC
	GH East Side LLC
	GH West Side LLC
	GH Chelsea LLC

Schedule 4.4

Permitted Encumbrances

Schedule 4.5(a)

Third Party Consents

Schedule 4.5(b)

Compliance with Laws

Schedule 4.6

Litigation

• Reyes v. Gracious Home Holdings, LLC, et al., Adv. Pro. No. 17-1031 (MKV)

Schedule 4.7

Insurance

Gracious Home, LLC Insurance Package

Package Policy		6021468444	Limits	Term	Total Monthly Cost
	General Liability		\$1M/\$2M	4/1/17 - 18	\$2.959
		Fire legal	\$300k		
	Auto Liability		\$1M		
		Hired/Non owned	included		
	Property		\$1,000,000		
Umbrella		6021468458	\$1,000,000	4/1/17 - 18	\$243
	Underlying coverage	rage			!
	General Liability	•	\$1M/\$2M		
	Auto Liability		\$1M		
Policies underwritten by C	CNA Insurance				
Management Liability		106274355	Limits	Term	Total Monthly Extention Cost
	D&O		\$3M	4/1/16 - 17 *	\$3,750
	Employment Practices	actices	\$3M		
	Fiduciary		\$2M		
	Crime		\$3M	* all coverages exte	* all coverages extended to July 1st, 2017
	Kidnap & Ransom	E	\$1M		
	Cyber		\$1M		
Underwritten by Travelers Insurance	Insurance				
Cargo	ZOE15T6508317ND	ND	Limits	Term	Annual Cost
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Underwritten by Travelers Insurance	Insurance				
Workers' Compensation	22121528-0		Limits	Term	Annual Cost
				1/1/2017 - 18	\$13,374.69

Underwritten by the State Insurance Fund

Material Contracts

- ADP Workforce Now® Comprehensive Services Agreement dated December 23, 2015 between Gracious Home Payroll, LLC and ADP, LLC.
- Managed Services Agreement between mindShift Technologies, Inc. and Gracious Home, LLC, dated June 9, 2017.
- Shop-in-Shop Agreement between Windows 25, LLC and Gracious Home, LLC, dated March 29, 2017.
- The Lease.

Personal Property Leases

• None.

Schedule 4.10(a)

Intellectual Property Rights Disclaimers

- The "Look No Further" trademark registration number 2,152,208 has not been used by Sellers for an extended period of time, and thus may no longer be valid or enforceable.
- With respect to the trademark bearing registration number 3,828,911 Gracious Home in blue color an affidavit of excusable non-use was filed with and has been rejected by the patent office in an office action. This office action is presently outstanding and awaits a response.

Schedule 4.10(b)

Intellectual Property Claim

• Ransom, Inc. alleged that Sellers used Ransom's copyrighted and registered work without its authorization. Sellers dispute the allegation, but nevertheless ceased using the work at issue.

Audit

• Americas Retail Flagship Fund, LLC ("ARFF"), an entity that owns 49% of the membership interests of Holdings, is currently being audited by the New York State Department of Taxation and Finance. The Sellers have not received notice that they are under audit, but during the time period under audit, ARFF conducted business in the name of GH and shared the same tax ID number. GH provides books and records to ARFF in connection with its audit.

Certificate of Service

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O 3341550 BAGNI VOLPI NOEMI INC. SRL	VIALE EUROPA, 87		-A010000			CASALGUIDI 51034	ITALY
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> 3328586 BAGNI VOLPI NOEMI SRL	VIALE EUROPA 87		***************************************		Casalguidi (p+)	5103/	7
K 3328587 BALDWIN HARDWARE	13212 Collections Center Drive		100 miles (100 miles (7170	ago	60693	
- 3328588 BAMBU LLC	901 Se Oak Street	Suite 102	The state of the s		Portland OR	97214	7000
O 3328589 BAN.DO DESIGNS LLC	134 Beech Bend Rd.						
3328590 BAOBAB COLLECTION INC.	1177 Avenue Of The Americas	7th Floor		100 100 100 100 100 100 100 100 100 100	New York NY	10036	WATER TO THE PARTY OF THE PARTY
(7) 3548792 Barasch, Richard	REDACTED	REDACTED	REDACTED	REDACTED	L	REDACTED REDACTED	REDACTED
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3328580 BARCLAY PRODUCTS	4000 Porett Drive			The state of the s		60031	
3328581 BARGOOSE HOME TEXTILES	96 Atlantic Avenue	2nd Floor			*	11563	

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	50093	= =	Northfield	WAShandan and American and Amer		190 Northfield Rd	P.O. Box 8407	3328563 BIEDERMANN & SONS INC
	10516	2 5	Cold Spring	777777777			3027 Route 9	O 3328562 BIDKHOME
	05637	ŞF	GAIT			100 ENTERPRISE CT	ATTN: PATRICIA TRIMBLE, CFO	71422 BIA CORDON BLEU, INC
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	43004	P CH	Brackisck			777 (774)	P.O.Box 403593	28572 BESTT LIEBCO
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venue de la companya	14623-2782	NY S	Rochester			DATE OF THE PARTY	245 Kenneth Drive	19463 Benefit Resource Inc.
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Comparison Com	United Kingdom		Ŝ	mengnidgu	Control District Control		P.O Box 187	19810 Asheville Hwy	3549232 Bommer Industries Inc.
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Seward & Kissel LLP	747 Vaccer Ave	Lacrica Smith	1490 Bluegrass Labos Parkway	c/o Rosenberg & Estis PC	c/o Pryor Cashman LLP	c/o Bonafide Estates, Inc.	Attn: Brett B. Theis, Esq.	6400 Variel Avenue	Brucknergasse 13		UL.SIENKIEWICZA 30	UL.Sienkiewicza 30	5735 Washington Street	REDACTED	REDACTED	31 Fast 32 Nd Street	PO BOX 890779	3901 Cheyenne Drive	P.O. BOX 429	REDACTED	P.O. BOX 1557	99 COGWHEEL LANE	Julie K Haysley	C/O CST Co. Inc.	16268 Los Gatos Blvd, Suite 102	Sindelfinger Str. 8	Group Plan #975393	P.O. Box 26100	REDACTED	150 Warren Street	5 Wood Hollow Road	19 Park Dr.	REDACTED	REDACTED	REDACTED	Muller Park	165 East 2nd Street	Attn: President or General Counsel	50 Jericho Quadrangle	205 Spaceli Boad	308 Allwood Road	3701 West Burnham	KEDACIED
1 Battery Park Plaza	THOO DIGGS GOO LONGO FOLLANDAY	1/400 Bluerrace labor Parkum	THO CHRONI SUCCE	/33 I hird Avenue	Attn: Seth H. Lieberman, Esq.	Attn: Alan Locker	c/o Rosenberg & Estis PC		The state of the s		EWA SEKULA		-	REDACTED	REDACTED	11th Floor	D C BOY ACCO		The state of the s	REDACTED	777 LEIGH AVENUE		Claims	PO Box 33127	A ANALYSIN LINE AND L		P.O. Box 824404		REDACTED	Suite 110	2nd Floor	1000	REDACTED	REDACTED	REDACTED			301 E Fourth Street	ELECTRON CONTRACTOR CO				
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REDACTED	4445 Mc.Ewen Road	(McAuliffe)	Robert C. Shoule III, Vice President Ruskin Moscou Faltischek, PC	CORONEL UZAL 3541	Po Box 248	ONE ONDERDONK PLACE	C/O HANK GROSSMAN	Coronel Uzal 3541	6206 20TH AVE,	Lungarno Guido Reni n.60	N360 20	10 Columbus Blvd	60, Via Provinciale Limitese	Via Provinciale Limitese, 60	2970 Market St	11111 80th Avenue	REDACTED	14351 Firestone Blvd.	5001 Gloria Avenue	230 West Coleman	Attn: District Director	25 TREFOIL DRIVE	VIA DELLA REPUBBLICA 89-91 25 Trefoil Drive	Via Della Repubblica 89-91	REDACIEU	Box 39606	1009 Forsytu Avenue	8, Edgar-Muller Str.	Edgar-Müller-Straße 8	Electronics	430 NELSON PLACE	18 Secatoag Avenue	14 Bellair Drive	
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5 33280/9 MAN	K ROBERTS	1611 East St Andrews Place			V	Santa Ana	CA	92705	
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30 WEST 22ND STREET	2 Corporate Drive	1500 INDUSTRIAL ROAD	REDACTED	REDACTED	1182 Broadway #3b	REDACTED	Attn: President or General Counsel	REDACTED	REDACTED	REDACTED	RAMO DA MULA 177	3800 S.Hill Street	13838 S. Figueroa Street	Cohn & Cahn, P.C.	253 N. Vineland	Company	Coface North America Insurance	The Cit Group/Commercial Serv.	REDACTED	DEDACTED Drive	REDACTED	Eight Hope Strret	260 Ocean Pkwy, 4K	260 Ocean Parkway; 4K	7461 Beverly Blvd.	Master Center	2600 N. 32nd Street	PO Box 4472	LARGO S.MARGHERITA 1	1510 First Street Mary Klein Ilirek	Approximation to the state of t	REDACTED	Gremis 19	REDACTED	20 WEST 22ND STREET	BEDVOLED FOTO Capital Direc	REDACTED	Wells Fargo Bank N.A	33 Eat 68th Street	REDACTED
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18032-C Lemon Drive	562 Hawthorne Lane	REDACTED	45 KRUPP DRIVE	GENERAL POST OFFICE	REDACTED	REDACTED	13263 Ventura Blvd.	REDACTED	REDACTED	670 North Price Road	Company	Coface North America Insurance	802 Swan Drive	PO Box 6217		PO Box 6217	5841 SHELBY DRIVE EAST			P.O. BOX 630008	Jodi M Florentine	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED Street	P.O. Box 710070	5700 S. Mopac Expwy C-300	REDACTED	555 Theodore Fremd Avenue	REDACTED	346 East 76th Street	REDACTED	2301 Kerner Blvd.	Attn: DANIEL COCOZZA	57 RODMAN OVAL	25300 Al Moen Dr.		2835 W Logan Blvd.#2	5773 Woodway Drive	REDACTED	162 Astor Street	REDACTED
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E 332/595	3327595 National Grid	Attn: President or General Counsel	PO Box 11741		2000	Newark	2	07101	
3548859	3548859 National Grid	Atth: President or General Counsel	40 Sylvan Road	NAME OF THE PROPERTY OF THE PR		Waltham	MA	02451	
3328006	3328006 NATIONAL TREE COMPANY	2 Commerce Drive				Cranford	2 3	07016	
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17 3548857	3548857 Nest Fragrances	3 East 54th Street, 5th Fl				New York	Ϋ́N	10022	
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E 3934671 Board	☐ 384671 Board	Attn: Judgment Unit	328 State Street		amenina yan mga 1	Schenectady NY	N.	12305	
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3327988	3327988 NORTHERN LABS INC.	4701 Custer St.	P.O. Box 850		74	Manitowor	E	54331-7631	
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EXHIBIT A

Form of Assignment and Assumption Agreement

This Assignment and Assumption Agreement (the "Agreement"), effective as of [__], 2017 (the "Effective Date"), is by and among GRACIOUS HOME LLC, a Delaware limited liability company ("GH"), GRACIOUS HOME HOLDINGS LLC, a Delaware limited liability company ("Holdings"), GRACIOUS HOME PAYROLL LLC, a Delaware limited liability company ("GH Payroll"), GH EAST SIDE LLC, a Delaware limited liability company ("GHES"), GH WEST SIDE LLC, a Delaware limited liability company ("GHWS"), GH CHELSEA LLC, a Delaware limited liability company ("GHC"), and GRACIOUS (IP) LLC, a Delaware limited liability company ("GHIP," and collectively with GH, Holdings, GH Payroll, GHES, GHWS, and GHC, "Sellers"), and [NEWGH, LLC, a Delaware limited liability company] ("Purchaser").

WHEREAS, Sellers and Purchaser have entered into a certain Asset Purchase Agreement, dated as of June 16, 2017 (the "**Purchase Agreement**"), pursuant to which, among other things, Sellers have agreed to assign all of its rights, title and interests in, and obligations under, and Purchaser has agreed to assume and discharge. the Assumed Liabilities (as defined in the Purchase Agreement).

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Definitions</u>. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
- 2. <u>Assignment and Assumption</u>. Sellers hereby sell, assign, grant, convey and transfer to Purchaser all of Sellers' right, title and interest in and to and obligations under the Assumed Liabilities. Purchaser hereby assumes and agrees to discharge the Assumed Liabilities.
- 3. <u>Terms of the Purchase Agreement</u>. The terms of the Purchase Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
- 4. <u>Governing Law</u>. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that State.
- 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by and delivered to each of the parties hereto. Delivery of an executed counterpart of a signature page

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to this Agreement by facsimile or electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

6. <u>Further Assurances</u>. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

SELLERS:

GRACIOUS HOME LLC, GRACIOUS HOME HOLDINGS LLC, GRACIOUS HOME PAYROLL LLC, GH EAST SIDE LLC, GH WEST SIDE LLC, GH CHELSEA LLC, and GRACIOUS (IP) LLC

By:
Name: Rob Morrison
Title: Chief Executive Officer
PURCHASER:
NEWGH, LLC
By:
Name: Thomas Sullivan

Title: Manager

EXHIBIT B

Form of Bill of Sale

This Bill of Sale (the "Bill of Sale"), effective as of [__], 2017 (the "Effective Date"), is by and among GRACIOUS HOME LLC, a Delaware limited liability company ("GH"), GRACIOUS HOME HOLDINGS LLC, a Delaware limited liability company ("Holdings"), GRACIOUS HOME PAYROLL LLC, a Delaware limited liability company ("GH Payroll"), GH EAST SIDE LLC, a Delaware limited liability company ("GHES"), GH WEST SIDE LLC, a Delaware limited liability company ("GHWS"), GH CHELSEA LLC, a Delaware limited liability company ("GHC"), and GRACIOUS (IP) LLC, a Delaware limited liability company ("GHIP," and collectively with GH, Holdings, GH Payroll, GHES, GHWS, and GHC, "Sellers"), and NEWGH, LLC, a Delaware limited liability company ("Purchaser").

WHEREAS, Sellers and Purchaser have entered into a certain Asset Purchase Agreement, dated as of June 16, 2017 (the "**Purchase Agreement**"), pursuant to which, among other things, Sellers have agreed to grant, bargain, transfer, sell, assign, convey and deliver to Purchaser, all of its right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement).

- **NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
- 1. <u>Definitions</u>. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Transfer of the Purchased Assets

- (a) Each Seller does hereby grant, bargain, transfer, sell, assign, convey and deliver to Purchaser, all of its right, title and interest in and to the Purchased Assets, to have and to hold the same unto Purchaser, its successors and assigns, forever.
- (b) Each Seller represents and warrants that (i) it is conveying good and valid title to the Purchased Assets, free and clear of all Encumbrances, other than Permitted Encumbrances, and (ii) it has the right to transfer the Purchased Assets to Purchaser, and shall warrant and defend the right against the lawful claims and demands of all Persons in accordance with the terms and conditions of the Purchase Agreement.
- 3. <u>Terms of the Purchase Agreement</u>. The terms of the Purchase Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
- 4. <u>Governing Law</u>. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that State.
- 5. <u>Further Assurances</u>. Each Seller for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the written request of Purchaser, such Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may

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be reasonably required by Purchaser in order to assign, transfer, set over, convey, assure and confirm unto and vest in Purchaser, its successors and assigns, title to the assets sold, conveyed and transferred by this Bill of Sale.

[Signatures appear on the following page.]

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IN WITNESS WHEREOF, Sellers have duly executed this Bill of Sale to be effective as of the Effective Date.

SELLERS:

GRACIOUS HOME LLC, GRACIOUS HOME HOLDINGS LLC, GRACIOUS HOME PAYROLL LLC, GH EAST SIDE LLC, GH WEST SIDE LLC, GH CHELSEA LLC, and GRACIOUS (IP) LLC

By:
Name: Rob Morrison
Title: Chief Executive Officer
PURCHASER:
NEWGH, LLC
By:
Name: Thomas Sullivan

Title: Manager

Exhibit C

ESCROW AGREEMENT

This escrow agreement (this "Agreement"), dated June 16, 2017, is by and among GRACIOUS HOME LLC, a Delaware limited liability company ("GH"), GRACIOUS HOME HOLDINGS LLC, a Delaware limited liability company ("GH Payroll"), GRACIOUS HOME PAYROLL LLC, a Delaware limited liability company ("GH Payroll"), GH EAST SIDE LLC, a Delaware limited liability company ("GHES"), GH WEST SIDE LLC, a Delaware limited liability company ("GHC"), and GRACIOUS (IP) LLC, a Delaware limited liability company ("GHIP," and collectively with GH, Holdings, GH Payroll, GHES, GHWS, and GHC, "Sellers" and each, a "Seller") and NEWGH, LLC, a Delaware limited liability company ("Purchaser"), and TRENK, DIPASQUALE, DELLA FERA & SODONO, P.C., a New Jersey professional corporation, with a principal place of business at 347 Mount Pleasant Avenue, Suite 300, West Orange, New Jersey 07052 (the "Escrow Agent").

WHEREAS, the Sellers filed for relief under chapter 11 of title 11 of the United States Code (the "<u>Bankruptcy Code</u>") on December 14, 2016 with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court");

WHEREAS, on May 31, 2017, the Bankruptcy Court entered an order approving certain bidding procedures (the "<u>Bidding Procedures Order</u>")¹ in connection with the Sellers' efforts to sell substantially all their assets and assume and assign a lease and executory contracts (the "<u>Assets</u>"), under which it is required, among other things, that any person submitting a Qualified Bid must submit a Good Faith Deposit in an amount no less than 10% of the consideration of any Qualified Bid;

WHEREAS, Purchaser seeks to be designated the Stalking Horse Bidder for the Assets pursuant to the Bidding Procedures Order and has entered into an asset purchase agreement, dated June 16, 2017, with the Sellers (the "Purchase Agreement");

WHEREAS, pursuant to Section 3.1(a) of the Purchase Agreement and the Bidding Procedures order, Purchaser is required to pay \$406,000 (the "Purchaser Good Faith Deposit") into escrow pursuant to the terms and conditions of this Agreement, the Purchase Agreement and the Bidding Procedures Order; and

WHEREAS, the parties therefore wish to establish and maintain this escrow in accordance with the terms and provisions of this Agreement;

NOW, THEREFORE, the parties agree as follows:

1. Escrow Agent.

a. The parties hereby appoint the Escrow Agent as the escrow agent.

¹Capitalized terms not defined herein shall have the meanings ascribed thereto in the Bidding Procedures Order.

- b. Sellers and Purchaser acknowledge and agree that the Escrow Agent shall not be liable to Sellers or Purchaser in any manner whatsoever unless Sellers or Purchaser shall sustain actual loss or damage solely as the direct result of the gross negligence or intentional misconduct of the Escrow Agent. The Escrow Agent's rights and responsibilities shall be governed solely by this Agreement.
- c. Sellers and Purchaser shall jointly and severally indemnify, defend, and hold the Escrow Agent harmless in connection with all claims, causes of action, damages, and liabilities (including attorneys' fees and costs) incurred by the Escrow Agent in connection with serving as escrow agent hereunder. For the avoidance of doubt, Sellers and Purchaser shall have such indemnification obligation even in an action brought by Sellers or Purchaser against the Escrow Agent. Sellers and Purchaser waive any and all claims against the Escrow Agent for consequential, incidental, and punitive damages. Sellers and Purchaser agree that any action against the Escrow Agent relating to this Agreement must be brought within six (6) months of the first date on which the Escrow Agent committed the alleged wrongful conduct. Any action not brought against the Escrow Agent within that six (6) month time period shall be barred, without regard to any other limitations period set forth by law or statute, and Sellers and Purchaser hereby waive any statute of limitations to the contrary.
- d. In the event of a dispute under this Agreement, Purchaser agrees and acknowledges that the Escrow Agent may continue to represent Sellers in any and all matters.
- e. Nothing in this Agreement shall be deemed to create a fiduciary duty from the Escrow Agent to Purchaser, and Purchaser waives any right to make a claim to the contrary.
- **2. Establishment of Escrow.** Purchaser has deposited the Purchaser Good Faith Deposit with the Escrow Agent. The Escrow Agent shall hold the Purchaser Good Faith Deposit in its non-interest bearing attorney trust account. The Escrow Agent shall not release all or a portion of the Purchaser Good Faith Deposit from escrow except as provided in <u>Section 3</u> below.
- **3.** <u>Disbursement of Purchaser Good Faith Deposit</u>. The Escrow Agent shall only disburse Purchaser Good Faith Deposit in accordance with this <u>Section 3</u>.
- a. If Purchaser is the Successful Bidder for the Assets, the Purchaser Good Faith Deposit will be distributed to Sellers upon the joint written instruction of Sellers and Purchaser at the closing of the transactions under the Purchase Agreement;
- b. If the Purchaser is not the Successful Bidder and the Purchaser decides not to be the Backup Bidder, the Purchaser Good Faith Deposit will be returned to the Purchaser upon the joint written instruction of Sellers and Purchaser no later than five (5) business days following the conclusion of the Auction:
- c. If the Purchaser is not the Successful Bidder and decides to serve as the Backup Bidder, the Purchaser Good Faith Deposit shall be held until upon the joint written instruction of Sellers and Purchaser at the earliest of (i) the closing of the Successful Bid with the Successful Bidder and (ii) forty-five (45) days after execution of the Purchase Agreement. If the

Purchaser is the Successful Bidder, the Purchaser Good Faith Deposit will be distributed to Sellers in accordance with Section 3a above.

- d. Notwithstanding anything to the contrary set forth in this <u>Section 3</u>, the Escrow Agent shall release the Purchaser Good Faith Deposit as directed by the Bankruptcy Court.
- **4.** Governing Law; Jurisdiction; Venue. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey. The parties agree that any action or proceeding to enforce or arising out of this Agreement shall be commenced exclusively in the Bankruptcy Court.
- **5.** <u>Neutral Interpretation</u>. This Agreement constitutes the product of the negotiation of the parties hereto and the enforcement thereof shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship hereof.
- **6. Severability**. If any provision of this Agreement is determined to be illegal of unenforceable, such provision will be deemed amended to the extent necessary to conform to applicable law or, if it cannot be so amended without materially altering the remainder of the Agreement will remain in full force and effect.
- 7. <u>Miscellaneous</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and may not be modified orally, but only in a writing signed by both parties hereto.
- **8. No Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

[Signatures appear on the following page.]

The parties hereto have made and entered into this Agreement on the date first hereinabove set forth.

<u>SEL</u>	LE.	<u>RS</u> :	

GRACIOUS HOME LLC, GRACIOUS HOME HOLDINGS LLC, GRACIOUS HOME PAYROLL LLC, GH EAST SIDE LLC, GH WEST SIDE LLC, GH CHELSEA LLC, and GRACIOUS (IP) LLC

(IP) LLC
By:
PURCHASER: NEWGH, LLC
Dyv
By: Name: Thomas Sullivan
Title: Manager

ESCROW AGENT:

TRENK, DiPASQUALE, DELLA FERA & SODONO, P.C.

By:	 		
Name: _	 	 	
Title:			

Exhibit 2

Delve Partners LLC 228 Park Ave. S. Suite 97906 New York, NY 10003 LISTRAK 529 East Main Street Litita, PA 17543 LISTRAK 529 East Main Street Litita, PA 17543 LISTRAK 529 East Main Street Litita, PA 17543 LISTRAK 529 East Main Street Litita, PA 17543 LISTRAK 529 East Main Street Litita, PA 17543 BigCommerce, Inc. Attn: Robert Alvarez, CFO 11305 Four Points Drive Bldg II, Third Floor Austin, TX 78726 BrainTree/PayPal 95 Morton Street 5th Floor New York, NY 10014 First Data Merchant Services 5565 Glenridge Connector NE Suite 2000 Atlanta, GA 30342 Springboard Retail 383 Dorchester Avenue Suite 240 Boston, MA 02127 Intuit Inc. Corporate Headquarters 2700 Coast Ave Mountain View, CA 94043 Right Networks 14 Hampshire Drive Hudson, NH 03051 728024 Canada Inc. d/b/a OPM Pros Inc.	Non-Debtor Counter	Contract	Cure Amount
228 Park Ave. S. Suite 97906 New York, NY 10003	Party to Contract		
Suite 97906 New York, NY 10003 LISTRAK S29 East Main Street Litita, PA 17543 LISTRAK SaaS License \$0.00	Delve Partners LLC	Digital Advertising	\$0.00
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245 Kenneth Drive			, ,====================================
Rochester, NY 14623-2782			

Non-Debtor Counter Party to Contract	Contract	Cure Amount
United Parcel Service	Shipping Agreement	\$0.00
55 Glenlake Parkway		
Atlanta, GA 30328		
Yves Delorme	Shop in Shop Agreement	\$0.00
Attn: Oliver Newman, EVP		
1725 Broadway Street		
Charlottesville, VA 22902		
SFERRA Fine Linens LLC	Consignment Agreement	\$0.00
Attn: Amy Valentine		
15 Mayfield Ave		
Edison, NJ 08837		
Window25, LLC	Shop in Shop Agreement	\$0.00
103 Van Buren Street		
Newark, NJ 07105		
Via Venezia Textiles	Consignment Agreement	\$0.00
5901 N. Forest Glen Ave.		
Chicago IL 60646		
Attn: Dawn Papakyriacou		
New York Post	Print Advertising	\$0.00
1211 Avenue of the Americas		
New York, NY 10036		
Adobe Systems Incorporated	Transfer of Assets	\$0.00
345 Park Avenue		
San Jose, CA 95110		
MegaPath	Phone System	\$0.00
6800 Koll Center Parkway		
Suite 200		
Pleasanton, CA 94566		
Direct Energy Business	Utilities/Energy	\$0.00
c/o Joseph E. Bain		
Edison, McDowell &		
Hetherington LLP		
1001 Fannin Street		
Suite 2700		
Houston, TX 77002		
ConEdison	Utilities/Delivery	\$0.00
Cooper Station		
P.O. Box 138		
New York, NY 10276-0138		
VAI	Maintenance for IBM	\$0.00
120 Comac Street		
Ronkonkoma, NY 11779		

Non-Debtor Counter Party to Contract	Contract	Cure Amount
179 East 70th Street Corp. Attention: Eleanor Siegel, Board President 179 East 70th Street New York, NY 10021	Lease for real property located at 1210 Third Avenue, New York, NY	To Be Negotiated
mindSHIFT Technologies, Inc. 158 W. 27 th Street 5 th Floor New York, NY 10001	IT Services	\$0.00
Oracle America, Inc./Dyn 110 Allen Road Suite 400 Basking Ridge, NJ -7920	IT/Cloud Services	\$200.00
Google, Inc. 111 8th Avenue New York, NY 10011	Marketing	\$0.00
EyeMed 4000 Luxottica Place Mason, OH 45040	Employee Benefits	\$0.00
Aetna U.S. Healthcare Attn: Aetna-Middletown P.O. Box 88860 Chicago, IL 60695	Employee Benefits	\$0.00