

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

HUMAN CONDITION SAFETY INC.,

Debtor.¹

Chapter 11

Case No: 17-10585-SHL

**ORDER (I) APPROVING THE SALE OF SUBSTANTIALLY
ALL OF THE DEBTOR’S ASSETS FREE AND CLEAR OF LIENS, CLAIMS,
INTERESTS, AND ENCUMBRANCES, (II) AUTHORIZING THE DEBTOR
TO ENTER INTO AND PERFORM ITS OBLIGATIONS UNDER THE
ASSET PURCHASE AGREEMENT, (III) APPROVING THE
ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND
UNEXPIRED LEASES IN CONNECTION THEREWITH; AND (IV)
GRANTING RELATED RELIEF**

The above-captioned debtor, Human Condition Safety Inc., a Delaware corporation with its principal assets and principal place of business located at 61 Broadway, Suite 2710, New York, New York 10006, as debtor and debtor-in-possession (the “Debtor”), having filed the above-captioned voluntary Chapter 11 petition [Doc 1] (the “Petition”) on March 10, 2017 (the “Petition Date”) and this Court having considered the Motion for Entry of Orders (I)(A) Approving Bidding Procedures for Sale of Substantially all Debtor’s Assets, (B) Scheduling an Auction, (C) Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (II)(A) Approving the Sale of Substantially All Debtor’s Assets Free and Clear of Liens, Claims, Interests, and Encumbrances and (B) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection Therewith; and (III)

¹ The Debtor in this chapter 11 case, along with the last four digits of the Debtor’s tax identification number, is Human Condition Safety Inc. (2476). The address of the Debtor’s corporate headquarters and sole office location, for noticing purposes is 61 Broadway, Suite 2710, New York, New York 10006.

Granting Related Relief [Doc 55] (the “Motion”), filed July 11, 2017 by the above-captioned debtor, as debtor and debtor-in-possession (the “Debtor”), along with the accompanying Declaration of Gregory Wolyniec in support of the Motion (the “Sale Declaration”), and the Declaration of Gregory Wolyniec in Support of First Day Pleadings [Doc 7] (the “First Day Declaration”) filed March 13, 2017; and the Declaration of Jonathan Siegel in Support of the Motion [Doc 74] filed August 8, 2017 (together with the Sale Declaration and First Day Declaration, collectively, the “Supporting Declarations”); and following the Bidding Procedures Hearing before this Court on July 20, 2017 to consider approval of the bidding procedures requested under the Motion and upon the Order (I)(A) Approving Bidding Procedures for the Sale of Debtor’s Assets, (B) Scheduling an Auction, (C) Approving the Form and Manner of Notice Thereof, (D) Approving Assumption and Assignment Procedures, and (E) Scheduling a Sale Hearing and Approving the Form and Manner of Notice Thereof, and (II) Granting Related Relief entered by this Court on July 20, 2017 (the “Bidding Procedures Order”)²; and an Assumption and Assignment Notice [Doc 66] having been filed on July 21, 2017, in accordance with the Bidding Procedures, identifying Proposed Assumed Contracts and proposed Cure Costs therefore; and the Sale Notice [Doc 67] having been filed on July 21, 2017, in accordance with the Bidding Procedures, providing notice of the Sale, Bid Deadline, Auction, Sale Hearing and other relevant information as set forth in the Sale Notice; and the Bidding Procedures Order, the July 21, 2017 Assumption and Assignment Notice, the Sale Notice and all other documents included in each Sale Bidding Procedures Notice Package having been served upon the Notice Parties on or before July 21, 2017 in accordance with the Bidding Procedures Order and as set forth in the Certification of

² Capitalized terms used but not otherwise defined in this Sale Order shall have the same meanings ascribed to them in the Bidding Procedures Order or in the Bidding Procedures annexed thereto.

Service for same [Doc 68]; and an auction (the “Auction”) having been held on July 28, 2017, in accordance with the Bidding Procedures Order; and the Sale Transaction represented by the Asset Purchase Agreement (the “Purchaser APA”) between the Debtor and AIG PC Global Services, Inc. (“AIG” together with its permitted successors, designees, and assigns, the “Purchaser”), which Purchaser APA is substantially in the form attached hereto as Exhibit “1”, having been determined to be the highest or otherwise best offer for the Assets; and Purchaser having been deemed the Successful Bidder by the Debtor in accordance with the Bidding Procedures; and a Notice of Auction Results [Doc 69] having been filed on July 31, 2017, in accordance with the Bidding Procedures, identifying the Purchaser as the Successful Bidder, summarizing the principal terms of the Purchaser APA and identifying same as the highest or otherwise best offer for the Assets; and another Assumption and Assignment Notice titled the Supplemental Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale having been filed August 8, 2017 [Doc 76] (“Supplemental Assumption and Assignment Notice”) identifying five (5) additional Proposed Assumed Contracts, which were not included in the July 21, 2017 Assumption and Assignment Notice, and identifying proposed Cure Costs for same; and the Notice of Filing of Revised Proposed Order (I) Approving the Sale of Debtors Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (II) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection Therewith, and (III) Granting Related Relief [Doc 75] (the “Notice of Revised Proposed Sale Order”), which attached a version of the Purchaser APA substantially similar to the version attached hereto as Exhibit 1 and which attached a revised version of the proposed Sale Order substantially similar to this Sale Order, having been filed and served on August 8, 2017, along with the Notice of Auction Results and Supplemental Assumption and Assignment Notice, as set forth in the Certification of Service

for same [Doc 77]; and the Sale Hearing having been held on August 9, 2017, to consider the remaining relief requested in the Motion and approval of the Purchaser APA and proposed Sale Order; and no objections or responses having been filed or voiced in response to the Motion, the Purchaser APA or the proposed Sale Order or in response to any of the relief requested thereunder; and appearances of all interested parties having been noted on the record of the Sale Hearing; and upon all of the proceedings had before this Court (including but not limited to the testimony and other evidence proffered or adduced at the Sale Hearing); and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having determined that the relief requested in the Motion is in the best interests of the Debtor, its estate, its creditors, and other parties-in-interest; and it appearing that proper and adequate notice of the Motion has been given under the circumstances and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor;

BASED UPON ALL OF THE FOREGOING AND BASED UPON ALL REPRESENTATIONS
MADE IN THE FOREGOING DOCUMENTS AND DURING THE FOREGOING
HEARINGS, IT IS HEREBY FOUND AND DETERMINED THAT:³

A. Jurisdiction: This Court has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1134. Approval of the Debtor's entry into the Purchaser APA, and the Sale Transaction contemplated thereby, is a core proceeding under 28 U.S.C. §§ 157(b)(2)(A), (D), (N) and (O).

B. Venue: Venue of this Case in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409(a).

³ The findings of fact and the conclusions of law stated herein shall constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed.

C. Statutory Predicates: The statutory predicates for the approval of the Purchaser APA and Sale Transaction contemplated therein are Bankruptcy Code sections 105, 363, and 365 and Bankruptcy Rules 2002, 6004, 6006, and 9014.

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

E. Notice: Proper, timely, adequate, and sufficient notice of the Motion and the Sale Hearing has been provided as set forth in the Certification of Service filed on July 14, 2017 [Doc. 62], and July 27, 2017 [Doc. 68], which notice is in accordance with Bankruptcy Code sections 102(1), 105(a), and 363, Bankruptcy Rules 2002, 4001, and 6004, and in compliance with the Local Rules and Bidding Procedures Order, which notice was served upon the Notice Parties (as defined below), among others. The foregoing notice was good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Sale Hearing, the Purchaser APA, or the Sale Transaction contemplated therein is required. The disclosures made by the Debtor concerning the Purchaser APA, the Sale Transaction contemplated therein, and the Sale Hearing were good, complete, and adequate.

F. Opportunity to be Heard: A reasonable opportunity to object or be heard regarding the relief requested in the Motion and the transactions pursuant thereto has been afforded to all interested persons and entities, including, without limitation, the following: (i) the Postpetition Lender, (ii) all persons and entities known by the Debtor to have expressed an interest in a Sale

Transaction involving any of the Assets during the past twelve (12) months, including any person or entity that has submitted a bid for any of the Assets, as applicable, (iii) any persons and entities known by the Debtor to have asserted any lien, claim, interest, or encumbrance in the Assets (for whom identifying information and addresses are available to the Debtor); (iv) all non-Debtor Counterparties to any Proposed Assumed Contracts proposed to be assumed and assigned in connection with any Sale Transaction; (v) any governmental authority known to have a claim against the Debtor in this Chapter 11 Case; (vi) the United States Attorney General; (vii) the United States Attorney for the Southern District of New York; (viii) the Federal Trade Commission; (ix) the Office of the United States Trustee for the Southern District of New York; (x) the Internal Revenue Service; (xi) the United States Securities and Exchange Commission; (xii) all of the Debtor's known creditors (for whom identifying information and addresses are known to the Debtor); (xiii) all parties who have filed a notice of appearance and request for service of papers in this Case pursuant to Bankruptcy Rule 2002; (xiv) all parties holding an equity interest in the Debtor as of the Petition Date and any party known to the Debtor to have received such an equity interest following the Petition Date; and (xv) any other persons and entities as directed by the Court (collectively, the "Notice Parties"). No objections or responses have been filed or voiced in response to the Motion, the Purchaser APA or the proposed Sale Order or in response to any of the relief requested thereunder.

G. Cure Notices: The Debtor has served cure notices, in the form of Assumption and Assignment Notices, upon all Counterparties of all Proposed Assumed Contracts notifying such parties: (i) that the Debtor may seek to assume and assign such Proposed Assumed Contracts as of the Closing Date (as defined in the Purchaser APA) of the Sale Transaction contemplated in the Purchaser APA, and (ii) of the proposed Cure Costs for such Proposed Assumed Contracts.

Service of such Assumption and Assignment Notices was good, sufficient, and appropriate under the circumstances, and no further notice need be given in respect of establishing a Cure Cost for such Proposed Assumed Contracts. Each of the Counterparties has had an opportunity to object to the Cure Costs set forth in the Assumption and Assignment Notices, and to the assignability of its Proposed Assumed Contract.

H. Marketing Process: As demonstrated by (i) the Supporting Declarations, (ii) the testimony and other evidence proffered or adduced at the July 20, 2017 Bidding Procedures Hearing and at the August 9, 2017 Sale Hearing, and (iii) the representations of counsel made on the record at the July 20, 2017 Bidding Procedures Hearing and at the August 9, 2017 Sale Hearing, the Debtor, and any of its professionals, representatives and agents, thoroughly marketed Debtor's assets (collectively, the "Assets"), as set forth in the Supporting Declarations, and conducted the competitive bidding and auction sale process as set forth in and in accordance with the Motion, the Bidding Procedures Order and the Bidding Procedures annexed thereto. Based upon the record of these proceedings, all creditors and other parties in interest and all prospective purchasers have been afforded a reasonable and fair opportunity to bid for the Assets.

I. Bidding Procedures Fair: The Bidding Procedures were substantively and procedurally fair to all parties and all prospective bidders and afforded notice and a full, fair, and reasonable opportunity for any person to make a higher or otherwise better offer for the Assets.

J. Highest or Otherwise Best Offer: After the conclusion of the Auction held on July 28, 2017, and in accordance with the Bidding Procedures, the Debtor determined in a valid and sound exercise of its business judgment that the highest or otherwise best Qualified Bid for the Assets subject to the Purchaser APA (the "Purchased Assets") was that of Purchaser. The consideration provided by the Purchaser for the Purchased Assets provides fair and reasonable

consideration to the Debtor for the sale of the Purchased Assets and the assumption of all Assumed Liabilities (as defined in the Purchaser APA), and the performance of the other covenants set forth in the Purchaser APA will provide a greater recovery for Debtor's estate for the Purchased Assets than would be provided by any other available alternative.

K. Sale Transaction Agreement: In accordance with the Bidding Procedures and Bidding Procedures Order, Purchaser was determined to be a Qualified Bidder, and the Purchaser APA was determined to be a Qualified Bid.

L. Order Approving Purchaser APA: Entry of an order approving the Debtor's entry into the Purchaser APA and the Debtor's performance of all the provisions thereof is a necessary condition precedent to Purchaser's consummation of the Sale Transaction under the Purchaser APA.

M. Business Judgment: The Debtor's decisions to (i) enter into the Purchaser APA, and (ii) perform under and make payments required by the Purchaser APA, constitute reasonable exercises of the Debtor's sound business judgment consistent with its fiduciary duties and is in the best interests of the Debtor, its estate, its creditors, and all other parties in interest. Good and sufficient reasons for the approval of the Purchaser APA have been articulated by the Debtor. The Debtor has demonstrated compelling circumstances for the Sale Transaction contemplated in the Purchaser APA outside: (i) the ordinary course of business, pursuant to Bankruptcy Code section 363(b), and (ii) a plan of reorganization, in that, among other things, the immediate consummation of the Sale Transaction contemplated in the Purchaser APA is necessary and appropriate to preserve and maximize the value of the Debtor's estate.

N. Personally Identifiable Information: The Sale Transaction contemplated by the Purchaser APA does not require the appointment of a consumer privacy ombudsman pursuant to

Bankruptcy Code section 363(b)(1) because the Debtor's existing privacy policy does not prohibit the transfer of personally identifiable information under the circumstances of this Sale Transaction and because Debtor submits that no personally identifiable information within the meaning of Bankruptcy Code section 363(b)(1) is to be transferred under this Sale Transaction.

O. Time is of the Essence: Time is of the essence in effectuating the Purchaser APA and proceeding with the Sale Transaction contemplated therein without interruption. Based on the record of the Sale Hearing, and for the reasons stated on the record at the Sale Hearing and in the Supporting Declarations, the Sale Transaction contemplated by the Purchaser APA must be consummated as soon as possible following entry of this Sale Order to maximize the value that the Purchaser may realize from the Sale Transaction, and the value that the Debtor and its estate may realize from it. Accordingly, cause exists to lift the stay to the extent necessary, as contemplated by Bankruptcy Rules 4001(a) and 6004(h) and permit the immediate effectiveness of this Sale Order.

P. Sale Free and Clear: Except for liabilities assumed by the Purchaser pursuant to the Purchaser APA, a sale of the Assets other than one free and clear of liens, defenses (including, without limitation, rights of setoff and recoupment), and interests, including, without limitation, security interests of whatever kind or nature, mortgages, conditional sales or title retention agreements, pledges, deeds of trust, hypothecations, liens, encumbrances, assignments, preferences, debts, easements, charges, suits, licenses, options, rights-of-recovery, judgments, orders, and decrees of any court or foreign or domestic governmental entity, taxes (including foreign, state, and local taxes), licenses, covenants, restrictions, indentures, instruments, leases, options, off-sets, claims for reimbursement, contribution, indemnity or exoneration, successor, product, environmental, tax, labor, Employee Retirement Income Security Act of 1974 ("ERISA"),

Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), alter ego and other liabilities, causes of action, contract rights, and claims, to the fullest extent of the law, in each case, of any kind or nature (including, without limitation, all “claims” as defined in Bankruptcy Code section 101(5)), known or unknown, whether pre-petition or post-petition, secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, statutory or nonstatutory, matured or unmatured, legal or equitable, including any and all such liabilities, causes of action, contract rights, and claims arising out of Debtor’s continued operation following the Closing Date (each, an “Encumbrance” and collectively, the “Encumbrances”), and without the protections of this Sale Order would hinder the Debtor’s ability to obtain the consideration provided for in the Purchaser APA and, thus, would impact materially and adversely the value that the Debtor’s estate would be able to obtain for the sale of such Assets. In addition, (i) each entity with an Encumbrance upon the Assets has consented to the Sale Transaction contemplated by the Purchaser APA or is deemed to have consented to this Sale Transaction, (ii) each such entity could be compelled in a legal or equitable proceeding to accept money satisfaction of such interest, (iii) the purchase price for the Purchased Assets is at least the actual value of the Encumbrances thereon, or (iv) this Sale Transaction otherwise falls within the provisions of Bankruptcy Code section 363(f), and therefore, in each case, one or more of the standards set forth in Bankruptcy Code section 363(f)(1)-(5) has been satisfied. Those holders of Encumbrances who did not object, or who withdrew their objections, to the Motion are deemed to have consented pursuant to Bankruptcy Code section 363(f)(2). All holders of Encumbrances are adequately protected—thus satisfying Bankruptcy Code section 363(e)—by having their Encumbrances, if any, attach to the proceeds of the Sale Transaction, in

the same order of priority and with the same validity, force, and effect that such Encumbrances had before the Sale Transaction, subject to any rights, claim, and defenses of the Debtor or its estate, as applicable, or as otherwise provided herein. Therefore, approval of the Purchaser APA and the consummation of the Sale Transaction contemplated therein free and clear of Encumbrances is appropriate pursuant to Bankruptcy Code section 363(f), and is in the best interests of the Debtor's estate, its creditors, and other parties in interest.

Q. Purchaser shall have no obligations with respect to any Encumbrances against or in respect of any of the Debtor or its Assets (other than Assumed Liabilities as defined in the Purchaser APA).

R. The Purchaser would not have entered into the Purchaser APA, and would not consummate the Sale of Purchased Assets, thus adversely affecting the Debtor, its estate, creditors, employees, and other parties in interest, if the Sale of the Purchased Assets was not free and clear of all Encumbrances (other than Assumed Liabilities). A Sale of the Purchased Assets, other than one free and clear of all Encumbrances, would yield substantially less value, if any, for the Debtor's estate, with less certainty than the Sale Transaction.

S. Arms' Length Sale: The consideration to be paid by the Purchaser under the Purchaser APA was negotiated at arm's-length and constitutes reasonably equivalent value and fair and adequate consideration for the Purchased Assets under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, the Uniform Voidable Transactions Act, and the laws of the United States, any state, territory, possession thereof. The terms and conditions set forth in the Purchaser APA are fair and reasonable under these circumstances, and were not entered into for the purpose of, nor do they have the effect of, hindering, delaying, or defrauding the Debtor or its creditors under any applicable laws. There has

been no showing that the Debtor or the Purchaser is entering into the Purchaser APA or proposing to consummate the Sale Transaction contemplate therein fraudulently, for the purpose of statutory or common law fraudulent conveyance or fraudulent transfer claims, whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or any other applicable jurisdiction with laws substantially similar to the foregoing.

T. Good Faith: The Debtor, its management, and its board of directors, and the Purchaser, its members, and its officers, directors, employees, agents, and representatives, actively participated in the bidding process and acted in good faith. The Purchaser APA between the Purchaser and the Debtor was negotiated and entered into based upon arm's length bargaining, without collusion or fraud, and in good faith as that term is used in Bankruptcy Code sections 363(m) and 364(e). The Purchaser is entering into the Sale Transaction contemplated by the Purchaser APA in good faith and is a good faith purchaser within the meaning of Bankruptcy Code section 363(m), and the court decisions thereunder, and is therefore entitled to the full protection of Bankruptcy Code sections 363(m) and 364(e). Neither the Debtor nor the Purchaser have engaged in any conduct that would cause or permit the Sale Transaction, the Purchaser APA, or any related action or the transactions contemplated thereby to be avoided under Bankruptcy Code section 363(n), or that would prevent the application of Bankruptcy Code sections 363(m) or 364(e). The Purchaser has not violated Bankruptcy Code section 363(n) by any action or inaction. Specifically, the Purchaser has not acted in a collusive manner with any person and was not controlled by any agreement among bidders. The Purchaser's prospective performance and payment of amounts owing under the Purchaser APA is in good faith and for valid business purposes and uses.

U. Insider Status: As disclosed in the Petition, the First Day Declaration and in other documents filed in this Case, as of the Petition Date: (i) the Purchaser, AIG, holds approximately 18 percent of the outstanding shares of Series A Preferred Stock of the Debtor, which is the only class of outstanding equity interests in the Debtor, and (ii) the director who was appointed to Debtor's board by AIG prior to the Petition Date has been recused from the Debtor's decision making process with respect to all matters concerning this Chapter 11 Case. As further disclosed in the Petition, the First Day Declaration, the Motion, the Notice of Auction Results, the Notice of Revised Proposed Sale Order and in other documents filed in this Case, the Purchaser, AIG, is the Debtor's Postpetition Lender under the Senior Secured, Super-Priority Debtor-in-Possession Loan and Security Agreement approved by the Final DIP Financing Order. However, the Purchaser is not the Debtor's "insider" as that term is defined in Bankruptcy Code section 101(31) because the Purchaser is not (i) a director of the Debtor, (ii) an officer of the Debtor, (iii) a person in control of the Debtor, (iv) a partnership in which the Debtor is a general partner, (v) a general partner of the Debtor, (vi) a relative of a general partner, director, officer, or person in control of the Debtor, (vii) a managing agent of the Debtor, (viii) an entity that directly or indirectly owns, controls, or holds with power to vote, 20 percent or more of the outstanding voting securities of the Debtor, (ix) a corporation 20 percent or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by the Debtor, (x) a person whose business is operated under a lease or operating agreement by the Debtor, or person substantially all of whose property is operated under an operating agreement with the Debtor, or (xi) an entity that operates the business or substantially all of the property of the Debtor under a lease or operating agreement.

V. Wherewithal to Consummate Sale Transaction: In accordance with Bankruptcy Code section 365, including Bankruptcy Code sections 365(b)(1) and 365(f)(2), the Debtor has shown that the Purchaser has the wherewithal, financial and otherwise, to perform all of its obligations under the Purchaser APA.

W. Corporate Authority: The Debtor (i) has full corporate or other power to execute, deliver, and perform its obligations under the Purchaser APA and all other transactions contemplated thereby, and entry into the Purchaser APA has been duly and validly authorized by all necessary corporate or similar action, (ii) has all of the corporate or other power and authority necessary to consummate the Sale Transaction, and (iii) has taken all actions necessary to authorize and approve the Purchaser APA and the Sale Transaction therein. No consents or approvals, other than those expressly provided for herein or in the Purchaser APA, are required for the Debtor to consummate the Sale Transaction.

X. The consummation of the Sale Transaction contemplated by the Purchaser APA is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including Bankruptcy Code sections 105(a), 363(b), 363(f), 363(m), 363(n), 365(b)(1), and 365(f)(2), and with respect to the Assumed Contracts (as defined below), all of the applicable requirements of such sections have been or will be complied with in respect of this Sale Transaction as of the effective date of assignment.

Y. The Purchased Assets constitute property of the Debtor's estate and title thereto is presently vested in the Debtor's estate within the meaning of Bankruptcy Code section 541(a). The sale of the Purchased Assets to the Purchaser will be, as of the Closing Date or such later date as such Purchased Assets are transferred under the Purchaser APA, a legal, valid, and effective transfer of such Purchased Assets, and each transfer and assignment vests or will vest the Purchaser

with all right, title, and interest of the Debtor to the Purchased Assets free and clear of all Encumbrances (other than Assumed Liabilities).

Z. Assumption and Assignment of the Assumed Contracts: The assumption and assignment of the executory contracts and unexpired leases of the Debtor that will be assumed and assigned in connection with the Sale Transaction contemplated by the Purchaser APA (as such contracts and leases may be amended, supplemented, or otherwise modified prior to assumption and assignment without further order of this Court with the consent of the Debtor, each Counterparty, and the Purchaser) (each an “Assumed Contract”) is integral to the Purchaser APA, does not constitute unfair discrimination, is in the best interests of the Debtor, its estate, its creditors, and all other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtor.

AA. The Debtor has met all requirements of Bankruptcy Code section 365(b) for each of the Assumed Contracts. Pursuant to the Purchaser APA, the Debtor and, solely with respect to the Cure Costs, the Purchaser has (i) cured and/or provided adequate assurance of cure of any default existing prior to the assignment of the Assumed Contracts to the Purchaser in accordance with the terms of the Purchaser APA, under all of the Assumed Contracts, within the meaning of Bankruptcy Code section 365(b)(1)(A); and (ii) provided compensation or adequate assurance of compensation to any counterparty for actual pecuniary loss to such party resulting from a default prior to the assignment of any of the Assumed Contracts, within the meaning of Bankruptcy Code section 365(b)(1)(B). Each of the Assumed Contracts is free and clear of all Encumbrances (other than Assumed Liabilities) against the Purchaser.

BB. The Purchaser has demonstrated adequate assurance of its future performance under the relevant Assumed Contracts within the meaning of Bankruptcy Code sections

365(b)(1)(C) and 365(f)(2)(B). Pursuant to Bankruptcy Code section 365(f), the Assumed Contracts to be assumed and assigned under the Purchaser APA shall be assigned and transferred to, and remain in full force and effect for the benefit of, the Purchaser notwithstanding any provision in the contracts or other restrictions prohibiting their assignment or transfer.

CC. No monetary or non-monetary defaults exist in the Debtor's performance under the Assumed Contracts as of the date of this Sale Order other than the failure to pay amounts equal to the Cure Costs or defaults that are not required to be cured as contemplated in Bankruptcy Code section 365(b)(1)(A). In accordance with the terms set forth in the Purchaser APA and this Sale Order, the Purchaser shall pay the Cure Costs for each of the Assumed Contracts, subject to and in accordance with the Purchaser APA.

DD. No Successor Liability: No sale, transfer, or other disposition of the Purchased Assets pursuant to the Purchaser APA or entry into the Purchaser APA will subject the Purchaser to any liability for claims, obligations, or Encumbrances asserted against the Debtor or the Debtor's interests in such Purchased Assets by reason of such transfer under any laws, including, without limitation, any bulk-transfer laws or any theory of successor or transferee liability, antitrust, environmental, product line, de facto merger, or substantial continuity or similar theories. By virtue of the consummation of the Sale Transaction contemplated by the Purchaser APA, (i) the Purchaser is not a continuation of the Debtor and/or its estate, there is no continuity or continuity of enterprise between Purchaser and the Debtor, there is no common identity between the Debtor and the Purchaser, (ii) the Purchaser is not holding itself out to the public as a continuation of the Debtor or its estate, and (iii) the Sale Transaction contemplated by the Purchaser APA does not amount to a consolidation, merger or de facto merger of Purchaser and the Debtor and/or the Debtor's estate. Accordingly, the Purchaser is not and shall not be deemed

a successor to the Debtor or its estate as a result of the consummation of the Sale Transaction contemplated by the Purchaser APA.

EE. No Sub Rosa Plan: Entry into the Purchaser APA and the transactions contemplated thereby neither impermissibly restructure the rights of the Debtor's creditors, nor impermissibly dictate the terms of a chapter 11 plan of reorganization for the Debtor. Entry into the Purchaser APA does not constitute a sub rosa chapter 11 plan.

FF. Nothing in the Purchaser APA creates any third party beneficiary rights in any entity not a party to the Purchaser APA.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:⁴

A. Motion Granted, No Objections

1. The relief requested in the Motion is granted to the extent set forth herein. There are no objections to the Motion or the relief requested therein. All parties and entities given notice of the Motion that failed to object thereto are deemed to consent to the relief sought therein.

2. This Court's findings of fact and conclusions of law in the Bidding Procedures Order, on the record of the Bidding Procedures Hearing and on the record of the Sale Hearing are all incorporated herein by reference.

3. The Purchaser APA is approved pursuant to Bankruptcy Code sections 105, 363, and 365, and Bankruptcy Rules 2002, 4001, 6004, 6006, and 9014. Once the Purchaser and the Debtor have duly executed the final version of the Purchaser APA, the Debtor is hereby authorized and directed to perform under the Purchaser APA (and each of the transactions contemplated therein is hereby approved in its entirety and is incorporated herein by reference). The failure to

⁴ Where appropriate herein, findings of fact shall be deemed conclusions of law and conclusions of law shall be deemed findings of fact.

include specifically any particular provision of the Purchaser APA in this Sale Order shall not diminish or impair the effectiveness of such provisions, it being the intent of this Court that the Purchaser APA and all of their provisions, payments, and transactions, be authorized and approved in their entirety. Likewise, all of the provisions of this Sale Order are nonseverable and mutually dependent.

4. Subject to the provisions of this Sale Order, the Debtor and the Purchaser are hereby authorized, pursuant to Bankruptcy Code sections 105(a) and 363(b)(1), to consummate the Sale Transaction in accordance with the Purchaser APA, and to assume any and all Assumed Contracts as and when provided in the Purchaser APA.

5. Pursuant to Bankruptcy Code section 363(b), once the Purchaser and the Debtor have duly executed the final version of the Purchaser APA, the Debtor, the Purchaser, and each of their respective officers, employees, and agents are hereby authorized and directed to execute such documents and to do such acts as are necessary or desirable to carry out the Sale Transaction contemplated in the Purchaser APA and effectuate the Purchaser APA and each of the transactions and related actions contemplated or set forth therein.

B. Sale and Transfer Free and Clear of Encumbrances

6. Upon Closing, all of the Debtor's legal, equitable and beneficial right, title, and interest in and to, and possession of, the Assets shall be immediately vested in the Purchaser pursuant to Bankruptcy Code sections 105(a), 363(b), 363(f), and 365 free and clear of Encumbrances (other than Assumed Liabilities), with all Encumbrances to attach to the proceeds of the Sale Transaction, in the order of their priority, with the same validity, force, and effect that they now have against the Purchased Assets (subject with respect to such proceeds to any rights, claims, and defenses the Debtor or any parties in interest may possess with respect thereto). Such

transfer shall constitute a legal, valid, binding, and effective transfer of such Purchased Assets and shall vest Purchaser with good and marketable title to the Purchased Assets.

7. The holders of claims related solely to the Assumed Liabilities shall have the right to seek payment directly from the Purchaser on account of the Assumed Liabilities; provided, however, that the Purchaser reserves any and all rights, defenses, or objections with regard to such Assumed Liabilities, including the Purchaser's rights hereunder and under the Purchaser APA.

C. Order Binding

8. This Sale Order shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Purchased Assets.

9. To the greatest extent available under applicable law, Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration and any other governmental authorization or approval of the Debtor with respect to the Purchased Assets and the Assumed Contracts, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are transferred to Purchaser as of the Closing Date.

10. To the greatest extent available under section 525 of the Bankruptcy Code or under any other applicable law, no governmental unit may revoke or suspend any permit or license

relating to the operation of the Purchased Assets sold, transferred or conveyed to Purchaser on account of the filing or pendency of the Case.

11. This Sale Order and the terms and provisions of the Purchaser APA shall be binding on all of the Debtor's creditors (whether known or unknown), the Debtor, the Purchaser, and their respective affiliates, successors, and assigns, and any affected third parties including, but not limited to, all persons asserting an interest in the Purchased Assets, notwithstanding any subsequent appointment of any trustee, party, entity, or other fiduciary under any section of the Bankruptcy Code with respect to the forgoing parties, and as to such trustee, party, entity, or other fiduciary, such terms and provisions likewise shall be binding. The provisions of this Sale Order and the terms and provisions of the Purchaser APA, and any actions taken pursuant hereto or thereto shall survive the entry of any order which may be entered confirming or consummating any plan(s) of the Debtor or converting the Debtor's Case from chapter 11 to chapter 7, and the terms and provisions of the Purchaser APA, as well as the rights and interests granted pursuant to this Sale Order and the Purchaser APA, shall continue in these or any superseding cases and shall be binding upon the Debtor, the Purchaser, and their respective successors and permitted assigns, including any trustee or other fiduciary hereafter appointed as a legal representative of the Debtor under chapter 7 or chapter 11 of the Bankruptcy Code. Any trustee appointed in this Case shall be and hereby is authorized to operate the business of the Debtor to the fullest extent necessary to permit compliance with the terms of this Sale Order and the Purchaser APA, and the Purchaser and the trustee shall be and hereby are authorized to perform under the Purchaser APA upon the appointment of the trustee without the need for further order of this Court.

12. Except with respect to the Assumed Liabilities, all persons and entities (and their respective successors and assigns), including all debt security holders, equity security holders,

affiliates, governmental, tax and regulatory authorities, lenders, customers, vendors, employees, trade creditors, litigation claimants, and other creditors holding Encumbrances arising under or out of, in connection with, or in any way relating to, the Debtor, the Purchased Assets, the ownership, sale, or operation of the Purchased Assets and the business prior to the Closing (as defined in the Purchaser APA) or the transfer of Purchased Assets to Purchaser, are hereby forever barred, estopped, and permanently enjoined from asserting such Encumbrances against the Purchaser, its property, or the Purchased Assets. Following the Closing, no holder of any Encumbrance shall interfere with Purchaser's title to or use and enjoyment of the Purchased Assets based on or related to any such Encumbrance, or based on any action the Debtor may take in the Case.

13. If any person or entity that has filed financing statements, mortgages, mechanic's liens, lis pendens, or other documents or agreements evidencing Encumbrances against or in the Purchased Assets shall not have delivered to the Debtor prior to the Closing of the Sale Transaction contemplated in the Purchaser APA in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction or releases of all Encumbrances that the person or entity has with respect to such Assets, then only with regard to the Assets that are purchased by the Purchaser pursuant to the Purchaser APA and this Sale Order, (i) the Debtor is hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of the person or entity with respect to the Purchased Assets, and (ii) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Encumbrances against the Purchaser and the Purchased Assets. This Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office.

D. Good Faith

14. There has been no showing that the Debtor or the Purchaser engaged in any action or inaction that would cause or permit the Sale Transaction contemplated in the Purchaser APA to be avoided or costs or damages to be imposed under Bankruptcy Code section 363(n). Entry into the Purchaser APA is undertaken by the parties thereto in good faith, as that term is used in Bankruptcy Code sections 363(m) and 364(e), and the Purchaser shall be entitled to all of the benefits of and protected by Bankruptcy Code sections 363(m) and 364(e). The reversal or modification on appeal of the authorization provided herein to enter into the Purchaser APA and consummate the Sale Transaction contemplated therein shall not affect the validity of such Sale Transaction, unless such authorization is duly stayed pending such appeal. The Sale Transaction contemplated in the Purchaser APA is not subject to avoidance pursuant to Bankruptcy Code section 363(n) and the Purchaser is entitled to all the protections and immunities thereunder.

E. No Successor or Transferee Liability

15. The Purchaser shall not be deemed, as a result of any action taken in connection with the Purchaser APA, the consummation of the Sale Transaction contemplated therein, the transfer, operation or use of the Purchased Assets, or the employment of the Transferred Employees (as each term is defined in the Purchaser APA) to (i) be a legal successor, or otherwise be deemed a successor to the Debtor (other than, for the Purchaser, with respect to any obligations arising after the Closing as an assignee under Assumed Contracts); (ii) have, de facto or otherwise, merged with or into the Debtor; or (iii) be an alter ego or a mere continuation or substantial continuation or successor in any respect of the Debtor, including (to the greatest extent available under applicable law) within the meaning of any foreign, federal, state, or local revenue, pension, ERISA, tax, labor, employment, environmental, or other law, rule, or regulation (including filing

requirements under any such laws, rules, or regulations), or under any products liability law or doctrine with respect to the Debtor's liability under such law, rule, or regulation or doctrine.

16. Except as expressly provided in the Purchaser APA with respect to Assumed Liabilities, the Purchaser shall have no liability whatsoever with respect to the Debtor's (or its predecessors' or affiliates') respective businesses or operations or any of the Debtor's (or its predecessors' or affiliates') obligations (as described below, "Successor or Transferee Liability") based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or based upon any theory of labor law, employment law, ERISA and benefits law, antitrust, environmental, successor or transferee liability, de facto merger or substantial continuity, labor and employment or products liability, whether known or unknown as of the Closing, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including any liabilities or non-monetary obligations on account of any settlement or injunction, or any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Purchased Assets or the Business prior to the Closing, or such later time as the Purchaser is assigned and assumes any Assumed Contract. The Purchaser shall have no liability or obligation under the WARN Act (29 U.S.C. §§ 2101 et seq.) or (to the greatest extent available under applicable law) under CERCLA or any foreign, federal, state, or local labor, employment or environmental law whether of similar import or otherwise by virtue of Purchaser's purchase of the Purchased Assets or assumption of the Assumed Liabilities.

17. The Purchaser has given substantial consideration under the Purchaser APA for the benefit of the holders of any Encumbrance. The consideration given by the Purchaser shall constitute valid and valuable consideration for the releases of any potential claims of Successor or

Transferee Liability of the Purchaser, which releases shall be deemed to have been given in favor of the Purchaser by all holders of any Encumbrance.

18. Except as expressly provided in the Purchaser APA with respect to the Assumed Liabilities, nothing in this Sale Order or the Purchaser APA shall require the Purchaser to (i) continue or maintain in effect, or assume any liability in respect of any employee, pension, welfare, fringe benefit, or any other benefit plan, trust arrangement, or other agreements to which the Debtor is a party or have any responsibility therefor including medical, welfare, and pension benefits payable after retirement or other termination of employment, or (ii) assume any responsibility as a fiduciary, plan sponsor, or otherwise, for making any contribution to, or in respect of the funding, investment or administration of any employee benefit plan, arrangement, or agreement (including but not limited to pension plans) or the termination of any such plan, arrangement, or agreement.

19. Effective upon the Closing Date, all persons and entities are forever prohibited and enjoined from commencing or continuing in any matter any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral, or other proceeding against the Purchaser, or its assets (including the Purchased Assets), or its successors and assigns, with respect to any (i) Encumbrance or (ii) Successor or Transferee Liability including the following actions with respect to clauses (i) and (ii): (a) commencing or continuing any action or other proceeding pending or threatened; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree or order; (c) creating, perfecting, or enforcing any Encumbrance; (d) asserting any setoff, right of subrogation or recoupment of any kind; (e) commencing or continuing any action, in any manner or place, that does not comply with, or is inconsistent with, the provisions of this Sale Order or other orders of this Court, or the agreements or actions contemplated or taken in respect

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

F. Assumption and Assignment of Purchased Contracts

20. Pursuant to Bankruptcy Code sections 105(a) and 365, the Debtor is authorized and directed to assume and assign to the Purchaser each of the Assumed Contracts pursuant to the terms of the Purchaser APA, free and clear of all Claims. The payment of the Cure Costs by the Purchaser under the Purchaser APA and this Sale Order (a) cures all monetary defaults existing thereunder as of the assignment of the Assumed Contracts to the Purchaser in accordance with the terms of the Purchaser APA; (b) compensates the applicable Counterparties for any actual pecuniary loss resulting from such default; and (c) together with the assumption of the Assumed Contracts by the Debtor and the assignment of the Assumed Contracts to the Purchaser constitutes adequate assurance of future performance thereof. The Purchaser has provided adequate assurance of future sections 365(b)(1)(c), 365(b)(3) (to the extent applicable), and 365(f)(2)(B).

21. The Assumed Contracts includes all Assumed Contracts identified on Schedule 1.3(a) of the Purchaser APA, which schedule (i) with respect to any executory contracts or unexpired leases with a counterparty other than International Business Machines Corporation, a/k/a IBM (“IBM”), may be updated by Purchaser up to one day prior to Closing to add or delete any such executory contract(s) or unexpired lease(s) at Purchaser’s discretion, and (ii) with respect to any executory contracts or unexpired leases with IBM as a counterparty, may be updated by Purchaser up to fourteen (14) days after Closing to add or delete any such executory contract(s) or unexpired lease(s) at Purchaser’s discretion. Any executory contract or unexpired lease deleted from Schedule 1.3(a) of the Purchaser APA shall no longer be deemed to be an Assumed Contract,

and any executory contract or unexpired lease added to such Schedule 1.3(a) shall be deemed an Assumed Contract and such Assumed Contract shall be deemed assigned to Purchaser effective as of Closing subject to this paragraph and subject to the following subparagraphs. To the extent there are any updates to the Schedule 1.3(a) of the Purchaser APA attached hereto as Exhibit 1, as soon as is reasonably practicable following the Closing, the Debtor shall file a copy of the updated Schedule 1.3(a) of the Purchaser APA.

- a. If an executory contract or unexpired lease identified on Schedule 1.3(a) of the Purchaser APA was identified as a Proposed Assumed Contract on the July 21, 2017 Assumption and Assignment Notice, effective upon entry of this Sale Order such executory contract or unexpired lease is deemed an Assumed Contract and the Cure Cost for same is the Cure Cost identified for it on the July 21, 2017 Assumption and Assignment Notice.
- b. With respect to any executory contracts or unexpired leases with a counterparty other than IBM, if an executory contract or unexpired lease identified on Schedule 1.3(a) of the Purchaser APA was identified as a Proposed Assumed Contract on the Supplemental Assumption and Assignment Notice, effective upon entry of this Sale Order such executory contract or unexpired lease is deemed an Assumed Contract and the Cure Cost for same is the Cure Cost identified for it on the Supplemental Assumption and Assignment Notice, in accordance with the Order Establishing an Objection Deadline and Scheduling a Hearing For Approval of the Assumption and Assignment of Executory Contracts and Unexpired Leases with Non-Debtor Counterparties Christopher Bunk, IBM, Jennifer Martinez, Verizon and Sergey Vikhlyantsev in Connection with the Debtor's Sale of Substantially All Assets

signed on August 14, 2017 [Doc 81] (the “First Supplemental Assumption and Assignment Order” and any similar order entered or to be entered by the Court in connection with the Sale Transaction contemplated herein, a “Supplemental Assumption and Assignment Order”).

- c. If any executory contract or unexpired lease identified on Schedule 1.3(a) of the Purchaser APA is an executory contract or unexpired lease with IBM as a counterparty, such executory contract or unexpired lease shall be deemed an Assumed Contract, effective as of the date of entry of this Sale Order, upon IBM consenting to same in writing, which consent shall be filed with the Court on notice to IBM, or upon the Court approving same (and overruling any objection filed by IBM) during a subsequent hearing, and the Cure Cost for same shall be an amount agreed to in writing among IBM, the Debtor and the Purchaser or an amount determined by the Court which Cure Cost must be paid in full by the Purchaser before such executory contract or unexpired lease executory shall be deemed an Assumed Contract, *provided however*, that each of the Debtor and the Purchaser shall maintain the right to reject or otherwise exclude any such executory contract or unexpired lease from the list of Assumed Contracts and approval for assumption and assignment of any such executory contract or unexpired lease shall not obligate the Debtor or the Purchaser to assume, assign or pay the Cure Cost for same if the Debtor or Purchaser chooses not to do so, ***and any such executory contract or unexpired lease that is subsequently rejected or excluded shall be governed by applicable law, including, but not limited to, the procedures for rejection under the Bankruptcy Code.***

- d. Notwithstanding anything herein to the contrary, the deadline for IBM to file an objection regarding the assumption and assignment of any executory contract to which IBM is a counterparty has been extended pursuant to agreement between IBM and the Debtor, and IBM is not bound by the Objection Deadline as defined in the First Supplemental Assumption and Assignment Order.
- e. With respect to any executory contracts or unexpired leases with a counterparty other than IBM, if an executory contract or unexpired lease identified on Schedule 1.3(a) of the Purchaser APA was not identified as a Proposed Assumed Contract on the July 21, 2017 Assumption and Assignment Notice or on the Supplemental Assumption and Assignment Notice, such executory contract or unexpired lease shall be deemed an Assumed Contract, effective as of the date of entry of this Sale Order, in accordance with the terms of any Supplemental Assumption and Assignment Order (approving an objection deadline and notice period) entered by the Court before or after Closing or upon the Court otherwise approving same during a subsequent hearing, and the Cure Cost for same shall be an amount determined in accordance with the applicable Supplemental Assumption and Assignment Order or as otherwise determined by the Court which Cure Cost must be paid in full by the Purchaser before such executory contract or unexpired lease executory shall be deemed an Assumed Contract, *provided however*, that each of the Debtor and the Purchaser shall maintain the right to reject or otherwise exclude any such executory contract or unexpired lease from the list of Assumed Contracts at any time and approval for assumption and assignment of any such executory contract or unexpired lease shall not obligate the Debtor or the Purchaser to assume,

assign or pay the Cure Cost for same if the Debtor or Purchaser chooses not to do so, *and any such executory contract or unexpired lease that is subsequently rejected or excluded shall be governed by applicable law, including, but not limited to, the procedures for rejection under the Bankruptcy Code.*

22. To the extent that any Counterparty to an Assumed Contract did not timely file an Adequate Assurance Objection by the Adequate Assurance Objection deadline, such Counterparty is deemed to have consented to the assumption and assignment of the Assumed Contract pursuant to the terms of this Sale Order, and all such objections that were timely filed and not subsequently withdrawn are overruled.

23. To the extent that any Counterparty to an Assumed Contract did not timely file an Assignability Objection by the Assignability Objection deadline, such Counterparty is deemed to have consented to the assumption and assignment of the Assumed Contract pursuant to the terms of this Sale Order, and all such objections that were timely filed and not subsequently withdrawn are overruled. To the extent that any Counterparty to an Assumed Contract did not timely file a Cure Objection by the Cure Objection deadline, such Counterparty is deemed to have consented to the proposed Cure Cost set forth on the Assumption and Assignment Notice, and all such objections that were timely filed and not subsequently withdrawn are overruled. The counterparties to the Assumed Contracts are forever bound by the applicable Cure Amounts and, upon payment of such Cure Amounts as provided for herein, are hereby enjoined from taking any action against the Purchaser or the Purchased Assets with respect to any claim for cure under the applicable Assumed Contracts.

24. Any provision in any Assumed Contract that prohibits or conditions the assignment of such Assumed Contract or allows the Counterparty to such Assumed Contract to impose any

penalty, fee, rent increase, profit sharing arrangement or other condition on renewal or extension, or to modify any term or condition upon the assignment of such Assumed Contract, constitutes an unenforceable anti-assignment provision that is void and of no force and effect in connection with the Sale Transaction contemplated in the Purchaser APA and the assumption and assignment of such Assumed Contract in accordance therewith. All other requirements and conditions under Bankruptcy Code sections 363 and 365 for the assumption by the Debtor and assignment to the Purchaser of the Assumed Contracts have been satisfied. Upon the closing of the Sale Transaction, in accordance with Bankruptcy Code sections 363 and 365, the Purchaser shall be fully and irrevocably vested with all right, title, and interest of the Debtor under the Assumed Contracts, and such Assumed Contracts shall remain in full force and effect for the benefit of the Purchaser.

25. Upon the assignment of the Assumed Contracts to the Purchaser in accordance with the terms of the Purchaser APA, the Purchaser shall be deemed to be substituted for the Debtor as a party to the applicable Assumed Contracts, and the Debtor and its estate shall be released, pursuant to Bankruptcy Code section 365(k), from any liability under the Assumed Contracts occurring after such assignment. There shall be no contract or payment accelerations, assignment fees, increases, or any other fees charged to the Purchaser or the Debtor as a result of the assumption and assignment of the Assumed Contracts.

26. Each Counterparty to an Assumed Contract is forever barred, estopped, and permanently enjoined from asserting against the Debtor or the Purchaser or their respective property (including, without limitation, the Purchased Assets) in connection with this transaction (a) any assignment fee, acceleration, default, breach or claim or pecuniary loss, or condition to assignment existing, arising or accruing as of the Closing Date (as such term is defined in the Purchaser APA), including any breach related to or arising out of change-in-control in such

Assumed Contracts, or any purported written or oral modification to the Assumed Contracts; or (b) any claim, counterclaim, defense, breach, default, condition, setoff, or other claim asserted or capable of being asserted against the Debtor existing as of the Closing Date. In addition, without relieving the Purchaser of its obligations under the Purchaser APA, nothing in this Sale Order, the Motion, or the Purchaser APA shall affect the Debtor's obligations under Bankruptcy Code section 365(d)(3) (or Purchaser's assumption thereof) prior to the assumption and assignment or rejection of any Assumed Contracts.

27. Other than the Assumed Contracts, the Purchaser shall assume none of the Debtor's other contracts or leases, and shall have no liability whatsoever thereunder.

28. Authorization of Performance by the Debtor. Without any further corporate action or orders of this Court, the Debtor is authorized to fully perform under, consummate, and implement the terms of the Purchaser APA together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the Purchaser APA, this Sale Order, and this Sale Transaction.

29. The Debtor is authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable governmental units, any and all certificates, agreements, or amendments necessary or appropriate to effectuate the Sale Transaction contemplated by the Purchaser APA, any related agreements, and this Sale Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment, and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable laws of all applicable governmental units, or as any of the officers of the Debtor may determine are necessary or appropriate. The execution of any such

document or the taking of any such action will be, and hereby is, deemed conclusive evidence of the authority of such person to so act.

30. The Purchaser will have no obligation to close the Sale Transaction until all conditions precedent to its obligations to do so have been met, satisfied, or waived in accordance with the terms of the Purchaser APA.

31. Direction to Government Agencies. Each and every filing agent, filing officer, title agent, recording agency, governmental department, secretary of state, federal, state, and local official, and any other person and entity who may be required by operation of law, the duties of their office, or contract to accept, file, register, or otherwise record, or release any documents or instruments, or who may be required to report or insure any title in, or to, the Purchased Assets, is hereby authorized and directed to accept any and all documents and instruments necessary or appropriate to consummate this Sale Transaction, and this Sale Order. All the entities described above in this paragraph are authorized and specifically directed to strike all recorded liens or other Encumbrances against the Purchased Assets from their records, official, and otherwise.

32. Transfer of Title and Interests. All of the Debtor's interests in the Purchased Assets and the Assumed Contracts shall be, as of the Closing Date transferred to, and vested in, the Purchaser. On the Closing Date, this Sale Order shall be considered, and constitute for any and all purposes, a full and complete general assignment, conveyance, and transfer of the Purchased Assets, and the Debtor's interests under the Assumed Contracts, and a bill of sale or assignment transferring indefeasible title in the Purchased Assets and interest in the Assumed Contracts, to the Purchaser.

33. Excluded Liabilities. All persons, all Governmental Units (as defined in Bankruptcy Code sections 101(27) and 101(41)) and all holders of Encumbrances, based upon or

arising out of the Excluded Liabilities (as defined in the Purchaser APA) are hereby barred and estopped from taking any action against the Purchaser or the Purchased Assets to recover property on account of any adverse interests or on account of any Liabilities of the Debtor other than Assumed Liabilities pursuant to the Purchaser APA. All persons holding or asserting any Encumbrances with respect to the Excluded Assets (as defined in the Purchaser APA) are hereby enjoined from asserting or prosecuting such Encumbrances against the Purchaser or the Purchased Assets for any liability whatsoever associated with the Excluded Assets.

34. No Bulk Sales; No Brokers. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to this Sale Transaction. No brokers were involved in consummating this Sale Transaction, and no brokers' commissions shall be due to any person or entity in connection with this Sale Transaction. The Purchaser is not obligated to pay any fee or commission or like payment to any broker, finder, or financial advisor as a result of the consummation of this Sale Transaction. Notwithstanding the foregoing, the Debtor may be obligated to pay its retained professionals for services rendered in connection with this Sale in accordance with other orders of this Court.

35. Failure to Specify Provisions. The failure specifically to mention any particular provisions of the Purchaser APA or any related agreements in this Sale Order shall not diminish or impair the effectiveness of such provision; it being the intent of this Court, the Debtor, and the Purchaser that the Purchaser APA and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Sale Order.

36. Subsequent Plan Provisions. Nothing contained in any chapter 11 plan to be confirmed in this Case or any order to be entered in this Case (including any order entered after

conversion of this Case to a case under chapter 7 of the Bankruptcy Code) shall alter, conflict with, or derogate from, the provisions of the Purchaser APA or this Sale Order.

37. Further Assurances. From time to time, as and when requested, all parties shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as the requesting party may reasonably deem necessary or desirable to consummate this Sale Transaction, including, without limitation, such actions as may be necessary to vest, perfect, or confirm, or record, or otherwise in the Purchaser its right, title, and interest in and to the Purchased Assets.

38. Governing Terms. To the extent this Sale Order is inconsistent with any prior order or pleading in this Case, the terms of this Sale Order shall govern. To the extent there is any inconsistency between the terms of this Sale Order and the terms of the Purchaser APA (including all ancillary documents executed in connection therewith), the terms of this Sale Order shall govern.

39. Approval of Backup Bidders. In accordance with the Bidding Procedures, any bid other than the Purchaser APA that was submitted for any of the Purchased Assets by any bidder other than the Purchaser shall remain open and irrevocable until three business days following the occurrence of the Closing Date.

40. Modifications. The Purchaser APA and any related agreements, documents, or other instruments may be modified, amended, or supplemented by the parties thereto and in accordance with the terms thereof, without further order of this Court; provided that any such modification, amendment, or supplement does not have a material adverse effect on the Debtor's estate.

41. Automatic Stay. The automatic stay pursuant to Bankruptcy Code section 362 is hereby modified with respect to the Debtor to the extent necessary, without further order of this Court, to allow the Purchaser to deliver any notice provided for in the Purchaser APA and allow the Purchaser to take any and all actions permitted or required under the Purchaser APA in accordance with the terms and conditions thereof. The Purchaser shall not be required to seek or obtain any further relief from the automatic stay under Bankruptcy Code section 362 to enforce any of its remedies under the Purchaser APA or any other sale-related document.

42. Payment of Lender Obligations. The Postpetition Lender is granted relief from the automatic stay and the Debtor is permitted to repay the Obligations (as defined in the Final DIP Financing Order) in full at the close of this Sale Transaction.

43. No Stay of Order. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), and 7062, this Sale Order shall be effective and enforceable immediately upon entry, and its provisions shall be self-executing. Neither the Debtor nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Sale Order. Any party objecting to this Sale Order must exercise due diligence in filing an appeal and obtaining a stay prior to the Closing Date or risk its appeal being foreclosed as moot.

44. Retention of Jurisdiction. This Court shall retain jurisdiction to interpret, implement, and enforce the terms and provisions of this Sale Order, the Bidding Procedures Order, and the Purchaser APA, including, without limitation, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith; and decide any issues or disputes concerning this Sale Order and the Purchaser APA or the rights and duties of the parties hereunder or thereunder, including, without limitation, the interpretation of the terms,

conditions, and provisions hereof and thereof, the status, nature, and extent of the Purchased Assets.

45. The Purchaser has standing to seek to enforce the terms of this Sale Order.

46. The Debtor is authorized to take all actions necessary or appropriate to effectuate the relief granted pursuant to this Sale Order.

47. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied.

48. The requirements set forth in Bankruptcy Rule 6004(a) are satisfied.

49. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

Dated: August 31, 2017
New York, New York

/s/ Sean H. Lane
United States Bankruptcy Court Judge

Exhibit 1

[Purchaser APA]

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made and entered into as of July 28, 2017, between (i) Human Condition Safety Inc., a Delaware corporation with its principal assets and principal place of business located at 61 Broadway, Suite 2710, New York, New York 10006, as the debtor and debtor-in-possession (“Debtor” or “Seller”) having filed a voluntary petition (the “Petition”) in the Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court” or “Court”), Case No.: 17-10585 (SHL) (the “Bankruptcy Case”), for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the “Bankruptcy Code”), and (ii) AIG PC Global Services, Inc., a Delaware corporation (together with its permitted successors, designees, and assigns, “Buyer”).

BACKGROUND

WHEREAS, on March 10, 2017 (the “Petition Date”), Seller filed the Petition commencing the Bankruptcy Case;

WHEREAS, Seller continues to operate as a debtor and debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, on July 20, 2017, the Bankruptcy Court entered an Order ([Doc 65] in the Bankruptcy Case) pursuant to 11 U.S.C. §§ 105(a), 363 and 365 and Rules 2002, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure authorizing and approving certain bidding procedures for the sale of substantially all of the Debtor’s assets and assignment of any assumed contracts and granting related relief (the “Bidding Procedures Order”);

WHEREAS, on July 21, 2017, the Seller filed [Doc 66] in the Bankruptcy Case and served its notice of possible assumption and assignment of executory contracts and unexpired leases with proposed cure costs (the “Notice of Cure Costs”) in accordance with the Bidding Procedures Order reflecting the Debtor’s proposed good faith calculation of cure amounts (the “Cure Costs”) to cure any monetary defaults due under any contract or lease which the Seller proposed to be an executory contract or unexpired lease to be assumed and assigned to a buyer under any sale contemplated under the Bidding Procedures Order (each a “Proposed Assumed Contract”);

WHEREAS, subject to the terms and conditions of this Agreement and the Bidding Procedures Order and the Sale Order (as defined below), Seller desires to sell, assign and transfer, and Buyer or one or more of its designees or assignees desires to purchase and acquire, the Purchased Assets (as defined below); and

WHEREAS, certain assets of Seller are located at Seller’s sole office location at 61 Broadway, Suite 2710, New York, New York 10006, which location is licensed to the Seller for use as office space (together with all related facilities infrastructure, systems and utilities, the “Premises”).

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE

1.1 Purchase and Sale of Assets. Subject to the terms and conditions of this Agreement and the entry of the Sale Order (as defined below), at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase, receive and assume, all right, title and interest of Seller in, to and under all personal property and other assets of Seller (other than Excluded Assets) of every kind and description, wherever located, whether tangible or intangible (collectively, the “Purchased Assets”), free and clear of all mortgages, liens (including judicial and statutory liens), security interests, encumbrances, claims (including options and rights of first refusal), charges, pledges, hypothecations, covenants, interests and restrictions of any kind or character (collectively, “Encumbrances”) pursuant to Sections 363(b) and (f) of the Bankruptcy Code. The Purchased Assets include, but are not limited to, the following (except to the extent any of the following are enumerated as being Excluded Assets in Section 1.2 hereof):

(a) all (whether ordered, prepaid, in transit or on the premises) inventory, supplies, work-in-process, finished goods, materials and stock in trade used in or held for sale or license in the Business (as defined herein), which also includes all inventory purchase orders, work-in-process and unpaid for finished goods or services in the possession of Seller and/or any third parties, including, without limitation, the items set forth on Schedule 1.1(a) attached hereto (collectively, the “Inventory”);

(b) all accounts receivable of the Business, including all recoverable customer deposits, as of the date of Closing, including but not limited to those identified and/or estimated on Schedule 1.1(b) attached hereto (collectively, the “Accounts Receivable”);

(c) all rights and incidents of interest of Seller in and to the Proposed Assumed Contracts and other agreements to which Seller is a party or otherwise has rights under, but only if identified in writing by Buyer prior to the Closing Date as a Proposed Assumed Contract to be assumed and assigned to Buyer (each an “Assumed Contract”) in accordance with Section 1.3(a);

(d) all personal property used or held for use in the Business, including, without limitation, the machinery, equipment, trucks, vans, supplies, pallet racks, office furniture, copiers, fax machines, telephone systems, computers and computer software, fixtures and other tangible property used or held for use in the Business including any of the foregoing purchased subject to any conditional sales or title retention agreement in favor of any other Person;¹

(e) all telephone and facsimile numbers, email addresses, websites, advertising literature, photographic materials, packaging materials (including inserts), catalogs, customer and supplier lists, designs, make-up formulas, historical performance and test results

¹ “Person” shall mean any natural person, corporation, association, partnership, joint venture or other entity.

records, software, patterns, specifications, drawings and blueprints used in the Business and/or in connection with any of the Purchased Assets;

(f) all owned Intellectual Property rights and licensed Intellectual Property rights, including those set forth on Schedule 1.1(f) attached hereto;

(g) originals of all books and records (including, without limitation, all customer lists, costumer records and information regarding Accounts Receivable) used or held for use in the Business and relating to the Purchased Assets (collectively, the “Books”); provided, however, that Seller and any successor to Seller and any trustee in the Bankruptcy Case may retain a copy of and shall have reasonable access to such Books from and after the Closing Date for a period of one (1) year, and, in the event the lease or license with respect to the Premises is an Assumed Contract, shall retain access to the Premises from and after the Closing Date for a period of one (1) month;

(h) [Reserved];

(i) all rights under warranties, representations and guarantees made by suppliers, manufacturers, licensees, contractors or other Persons in connection with the Purchased Assets or the Business and all insurance claims or payments related to the Purchased Assets or the Business;

(j) except to the extent of any Excluded Assets as expressly set forth in Section 1.2, all claims, causes of action, and rights of recovery relating to the Business which Seller may have against third parties and any counterclaims, set-offs, rights of recoupment, or defenses Seller may have with respect to the Assumed Liabilities;

(k) all goodwill appurtenant to the Business and/or the Purchased Assets;

(l) all licenses, permits, registrations, variances, interim permits, permit applications, certificates, approvals or other authorizations under any regulation applicable to the Business that relate to the Business (the “Permits”) and that are transferable under applicable Law;

(m) all credits, prepaid expenses, deferred charges, advance payments, deposits (including customer and/or security deposits), returns to and rebates from vendors, and prepaid items relating to the Business, any Purchased Asset, and/or pursuant to any Assumed Contract;

(n) cash and cash equivalents of Seller in excess of (i) all advances received and to be received by Seller under the DIP Credit Agreement which, for avoidance of doubt, includes the \$2,500,000.00 of advances Seller received prior to the July 28, 2017 date of this Agreement, the \$270,000.00 of additional advances Buyer agreed to provide to Seller to cover Seller’s postpetition costs and fees and payroll through the Closing, and the additional \$80,000.00 Buyer agreed to advance to Seller to fund distributions to allowable general unsecured creditor claims under a mutually agreeable proposed Chapter 11 liquidating plan, (ii) all cash and cash equivalents of Seller required to pay all fees and expenses provided in any budget agreed upon between Seller and Buyer in connection with the DIP Credit Agreement, (iii)

all cash and cash equivalents of Seller required to pay any other fees and expenses incurred by Debtor after the Petition Date, and (iv) any cash or cash equivalents expressly included in the Excluded Assets;

(o) all rights under non-disclosure or confidentiality, non-compete, or non-solicitation agreements with employees and agents of Seller or with third parties;

(p) all rights under or arising out of all insurance policies and/or self-insured arrangements (and any stop-loss policies related thereto) relating to the Business or any of the Purchased Assets (including, without limitation, returns and refunds of any premiums paid, or other amounts due back to Seller, with respect to cancelled policies); and

(q) any and all other assets and rights of the Seller that are not Excluded Assets (as defined below).

1.2 Excluded Assets. The Purchased Assets shall only include the assets set forth in Section 1.1 and shall not include any other assets of the Seller (collectively, the “Excluded Assets”), including, without limitation, the following:

(a) all causes of action belonging to Seller or its bankruptcy estate (i) against any officers and/or directors of Seller, (ii) against any affiliates (as defined by the Bankruptcy Code) of Seller, and/or (iii) arising under Chapter 5 of the Bankruptcy Code against any entity or Person;

(b) all materials subject to any attorney-client or other privilege as well as any information concerning employees, the disclosure of which would violate an employee’s reasonable expectation of privacy;

(c) those contracts terminated by Court Order prior to the date of this Agreement, that shall have terminated or expired on or before the Closing Date in accordance with their respective terms and in the ordinary course of business or that are not designated by Buyer as Assumed Contracts pursuant to Section 1.3;

(d) the rights of Seller under this Agreement and all cash and non-cash consideration payable or deliverable to Seller under this Agreement;

(e) the rights of Seller to any tax attributes, tax refunds, net operating losses or recoveries from taxing authorities for overpayment;

(f) all director or officer insurance policies and all rights thereunder;

(g) any capital stock or membership interests, as the case may be, of the Seller;

(h) any Employee Benefit Plans;

(i) the assets, if any, listed on Schedule 1.2(i), which schedule may be updated by Buyer up to one day prior to Closing to add or delete any asset therefrom in Buyer's discretion;

(j) any Permits that are not transferable under applicable Law;

(k) any unfilled orders and the payments and/or customer deposits therefore, and inventory and drop ship purchase orders therefore, in each case, entered into by Seller after the Petition Date;

(l) cash and cash equivalents of Seller comprising (i) all advances received and to be received by Seller under the DIP Credit Agreement which, for avoidance of doubt, includes the \$2,500,000.00 of advances Seller received prior to the July 28, 2017 date of this Agreement, the \$270,000.00 of additional advances Buyer agreed to provide to Seller to cover Seller's postpetition costs and fees and payroll through the Closing, and the additional \$80,000.00 Buyer agreed to advance to Seller to fund distributions to allowable general unsecured creditor claims under a mutually agreeable proposed Chapter 11 liquidating plan, (ii) all cash and cash equivalents of Seller required to pay all fees and expenses provided in any budget agreed upon between Seller and Buyer in connection with the DIP Credit Agreement, and (iii) all cash and cash equivalents of Seller required to pay any other fees and expenses incurred by Debtor after the Petition Date; and

(m) all rights and interests of Seller in and to any contracts and other agreements other than the Assumed Contracts, Sale Order or any other contracts otherwise transferred to the Buyer under the Purchased Assets.

1.3 Assumption of Contracts.

(a) The Debtor shall assume and assign to the Buyer the Assumed Contracts identified on Schedule 1.3(a), which schedule (i) with respect to any executory contracts or unexpired leases with a counterparty other than International Business Machines Corporation, a/k/a IBM ("IBM"), may be updated by Buyer up to one day prior to Closing to add or delete any such executory contract(s) or unexpired lease(s) at Buyer's discretion, and (ii) with respect to any executory contracts or unexpired leases with IBM as a counterparty, may be updated by Buyer up to fourteen (14) days after Closing to add or delete any such executory contract(s) or unexpired lease(s) at Buyer's discretion. Any executory contract or unexpired lease deleted from Schedule 1.3(a) shall no longer be deemed to be an Assumed Contract, and any executory contract or unexpired lease added to Schedule 1.3(a) shall be deemed an Assumed Contract and such Assumed Contract shall be deemed assigned to Buyer effective as of Closing. The Seller may not take any action to reject any executory contract or unexpired lease (i) prior to the auction (the "Auction") from which Buyer was selected as the successful bidder for the Purchased Assets (or, if no Auction is conducted, prior to the time of Seller's selection of Buyer as the successful bidder for the Purchased Assets), or (ii) that has been designated an Assumed Contract without Buyer's prior written consent.

(b) At the Closing, pursuant to Sections 363 and 365 of the Bankruptcy Code, the Seller shall assume and assign the Assumed Contracts (including, without limitation, any

purchase options, reconveyance rights, and expansion rights given or made in respect of such Assumed Contracts) to Buyer or to such other party (a “Designee”) as Buyer may designate prior to Closing.

(c) The Seller shall take all requisite actions to obtain approval under Section 365 the Bankruptcy Code for the assumption and assignment of the Assumed Contracts by the Seller to the Buyer or its Designee at the Closing, including, without limitation, to the extent necessary, Seller shall file and serve an amended Notice of Cure Costs identifying all Assumed Contracts as well as the Debtor’s proposed good faith calculation of Cure Costs for each. Buyer shall bear all Cure Costs arising from the assumption and assignment of the Assumed Contracts up to an aggregate amount not to exceed \$10,000.00 (the “Cure Cap”).

(d) [Reserved].

ARTICLE II

ASSUMED LIABILITIES AND EXCLUDED LIABILITIES

2.1 Assumed Liabilities. Subject to the terms and conditions hereof and subject to the approval of the Bankruptcy Court pursuant to an order approving a sale of the Purchased Assets (the “Sale Order”), at the Closing, the Buyer shall assume, and thereafter shall discharge and perform when due, only the following obligations or liabilities of the Seller accrued or arising after the Closing Date under the agreements, contracts, leases, licenses and other arrangements included in the Purchased Assets (other than obligations or liabilities solely attributable to any failure by Seller to comply with the terms of such agreements, contracts, leases, licenses and other arrangements prior to the Closing Date) and that do not arise out of or relate to events occurring or facts existing at or prior to Closing: (a) all accounts payable to third-party vendors of the Business which accrue after the Closing, or the pro rata portions thereof which accrue after the Closing; (b) ordinary accruals for taxes, payroll, wages, and expense reimbursements and commissions due Transferred Employees (as defined below) which accrue after the Closing, or the pro rata portions thereof which accrue after the Closing; (c) all Seller’s obligations under the Assumed Contracts arising after the Closing; and (d) to the extent constituting Purchased Assets, all licenses, permits, authorization and approvals issued by any domestic governmental or regulatory authority, including any department, commission, board, bureau, agency, or instrumentality of such authority, or any court or tribunal (all of the foregoing collectively, the “Assumed Liabilities”).

2.2 Excluded Liabilities. Buyer is only assuming the Assumed Liabilities and is not assuming any other liabilities or obligations of the Seller or any predecessor or prior owner, in full or in part, of the Seller or the Seller’s businesses and assets, of whatever nature. All such liabilities or obligations of the Seller not included in the Assumed Liabilities shall be retained by and remain liabilities or obligations of the Seller (all such liabilities or obligations not included in Assumed Liabilities being referred to as the “Excluded Liabilities”). The Excluded Liabilities include, but are not limited to:

(a) any and all liabilities and obligations for Taxes, including any obligation to prepare and/or file any Tax Return, arising from or with respect to the Purchased Assets or the Business to the extent attributable to the operation of the Business or the ownership or use of the

Purchased Assets on or before the Closing Date or the transactions contemplated by this Agreement;

(b) any and all liabilities for indebtedness of Seller with respect to borrowed money;

(c) any and all liabilities and obligations arising under any Environmental Law or any other Law (including, without limitation, as a result of any action or inaction of Seller or of any third party) relating to the storage, use or operation of the Purchased Assets;

(d) any and all liabilities and obligations for: (i) costs and expenses incurred by Seller or owed in connection with the administration of the Bankruptcy Case (including, without limitation, the U.S. Trustee fees and the fees and expenses of attorneys, accountants, financial advisors, consultants and other professionals retained by Seller); and (ii) all costs and expenses of Seller incurred in connection with the negotiation, execution and consummation of the transactions contemplated under this Agreement;

(e) any liabilities of Seller under those contracts, leases, and Permits that constitute Excluded Assets and/or that are not assigned to Buyer pursuant to the provisions of this Agreement and the Sale Order;

(f) any and all liabilities and obligations (i) that are the subject of any dispute, litigation, arbitration, judgment, order, decree or other proceeding as of the Closing Date, (ii) with respect to periods prior to the Closing Date and that are or could be asserted as a claim in litigation or arbitration after the Closing Date, (iii) relating to any bodily injury, or damage to property, incurred by any Person or (iv) arising as a result of actions or omissions with respect to services provided to customers prior to the Closing;

(g) any liabilities or obligations that Buyer may or could become liable for as a result of or in connection with any “de facto merger,” “successor-in-interest,” or similar theories of liability (other than Assumed Liabilities);

(h) all liabilities or obligations arising under any Employee Benefit Plan;

(i) trade payables and administrative expense claims, priority claims, and general unsecured claims that are not an Assumed Liability under Section 2.1 hereof; and

(j) without limitation by the specific enumeration of the foregoing, any and all liabilities and obligations of Seller or arising out of or related to the Purchased Assets or the Business that are not expressly assumed by Buyer pursuant to the provisions of Section 2.1 hereof.

ARTICLE III PURCHASE PRICE

3.1 Purchase Price.

(a) Purchase Price for the Purchased Assets. The aggregate purchase price (the “Purchase Price”) for the Purchased Assets shall be as follows: (a) a credit bid in the amount of \$1,500,000.00, which constitutes a portion of the indebtedness under the Senior Secured, Super-Priority Debtor-in-Possession Loan and Security Agreement (the “DIP Credit Agreement”) by and between the Debtor and AIG PC Global Services, Inc., as lender; (b) payment of any Cure Costs up to an aggregate amount not to exceed the Cure Cap; and (c) assumption of the Assumed Liabilities. The Purchase Price shall be allocated in accordance with Section 3.2 below.

(i) [Reserved].

(b) Purchase Price Payable at Closing. At the Closing, Buyer shall pay to Seller an amount equal to the Purchase Price, with any cash portion of such Purchase Price payable in immediately available funds by wire transfer to Seller’s account pursuant to instructions to be delivered to Buyer in advance of the Closing or as the Sale Order may otherwise direct.

3.2 Allocation of Purchase Price. Within sixty (60) days after the Closing Date, Buyer shall deliver to Seller a statement (the “Allocation Statement”) allocating, for tax purposes, the Purchase Price among the Purchased Assets in accordance with Section 1060 of the Internal Revenue Code and the Treasury Regulations promulgated thereunder. The parties to this Agreement hereby agree to (i) be bound by the Allocation Statement, (ii) act in accordance with the Allocation Statement in connection with the preparation, filing and audit of any Tax Return (including, without limitation, in the filing of IRS Form 8594 and any other corresponding tax forms), and (iii) take no position inconsistent with the Allocation Statement for any tax purpose (including, without limitation, in any audit, judicial or administrative proceeding), provided however, that the Seller reserves the right to assert any reasonable good faith objection to the accuracy, legality, validity or propriety of the Allocation Statement.

ARTICLE IV THE CLOSING

4.1 Time and Place of the Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) shall take place at the offices of Wollmuth Maher & Deutsch LLP, 500 Fifth Avenue, 12th Floor, New York, New York 10110, at 10:00 a.m., Eastern time, on the second (2nd) business day after the conditions to Closing set forth in Article VIII (excluding conditions that, by their terms, cannot be satisfied until the Closing) have been satisfied (or waived by the party entitled to waive such condition), or at such other place, date and time as the parties may agree in writing (the “Closing Date”).

4.2 Deliveries by Seller. At the Closing, Seller shall deliver, or cause to be delivered, the following to Buyer:

(a) a counterpart of any instruments of conveyance reasonably necessary for the transfer of the Purchased Assets duly executed by Seller, including one or more bills of sale, assignment and assumption agreements, and such other instruments of transfer as Buyer may request, in each case in form and substance reasonably satisfactory to Buyer;

(b) a true and correct copy of the filed Sale Order as entered by the Bankruptcy Court, which Sale Order shall be in form and substance reasonably satisfactory to Buyer;

(c) a certificate of an officer of Seller in form and substance reasonably satisfactory to Buyer certifying that the conditions to Closing set forth in Section 8.2(a) and Section 8.2(b) have been satisfied;

(d) all Documents of Title (as defined in the Uniform Commercial Code) or such other documentation evidencing ownership issued to or in the possession of Seller with regard to the Purchased Assets;

(e) possession of the Purchased Assets, including all keys, passwords, codes, and combinations necessary to access such Purchased Assets;

(f) a certificate executed by Seller in form and substance reasonably satisfactory to Buyer certifying the non-foreign status of Seller pursuant to Section 1445 of the Internal Revenue Code and Section 1.1445-2(b) of the Treasury Regulations Promulgated thereunder; and

(g) all such other agreements, documents and instruments as may be reasonably required by Buyer to complete the transactions provided for in this Agreement.

4.3 Deliveries by Buyer. At the Closing, Buyer shall deliver, or cause to be delivered, the following to Seller:

(a) the Purchase Price, with any cash portion thereof payable by wire transfer of immediately available funds to Seller's account;

(b) a counterpart of any instruments of conveyance reasonably necessary for the transfer of the Purchased Assets duly executed by Buyer;

(c) a certificate of an officer of Buyer in form and substance reasonably satisfactory to Seller certifying that the Closing conditions set forth in Section 8.3(a) and Section 8.3(b) have been satisfied; and

(d) all such other agreements, documents and instruments as may be reasonably required by Seller to complete the transactions provided for in this Agreement.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF SELLER

Subject to the exceptions expressly provided herein, as a material inducement to Buyer to execute and perform its obligations under this Agreement, Seller represents and warrants to Buyer, as of the date hereof and as of the Closing, as follows:

5.1 Organization and Good Standing. Human Condition Safety Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Subject to the limitations imposed on Seller as a result of having filed a petition for relief under the Bankruptcy Code, or pursuant to any order entered by the Bankruptcy Court, Seller has full power and authority to conduct the Business (as defined below) as it is being conducted, as of the Closing Date, and to own, lease and operate its properties and assets. Seller is duly qualified to do business, and is in good standing, in each jurisdiction in which the character or location of the property owned, leased or operated or the nature of the business conducted makes such qualification necessary, except where the failure to be qualified or in good standing will not have a material adverse effect on the Purchased Assets or Seller's ability to consummate the transactions contemplated hereunder.

5.2 Authorization. Subject to the entry of the Sale Order, Seller has the requisite power and authority to execute this Agreement and the other agreements, instruments and certificates to be executed and delivered by it in connection with the transactions contemplated by this Agreement (collectively, the "Seller Ancillary Documents"), to perform its obligations under such agreements, and to consummate the transactions contemplated hereby and thereby. Subject to the entry of the Sale Order, the execution and delivery by Seller of this Agreement and the Seller Ancillary Documents and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate and other organizational action on the part of Seller. This Agreement and the Seller Ancillary Documents have been duly executed and delivered by Seller and, assuming the execution and delivery by Buyer and the entry of the Sale Order, constitute valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except the availability of the remedy of specific performance or injunctive or other forms of equitable relief may be subject to equitable defenses and would be subject to the discretion of the court before which any proceedings therefor may be brought.

5.3 No Violation; Consents. Upon or after the entry and effectiveness of the Sale Order, the execution and delivery of this Agreement and the Seller Ancillary Documents and the performance of Seller's obligations herein or therein will not (i) conflict with or result in any breach of any provision of the organizational documents of Seller, (ii) violate any applicable Laws, (iii) require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Authority or other Person which has not otherwise been obtained or made, or (iv) result in the creation or imposition of any Encumbrances upon the Purchased Assets, except as are excused by or unenforceable as a result of the filing of the Bankruptcy Case or the applicability of any provision of, or any Law under, the Bankruptcy Code.

5.4 Title to the Purchased Assets. Seller is the sole and lawful owner of, and holds good, valid, and marketable title to, the Purchased Assets (or, in the case of leased or licensed

assets, good, valid, and marketable leasehold or license interests in and to the Purchased Assets). At the Closing, Buyer will receive good, valid, and marketable title to the Purchased Assets, free and clear of all Encumbrances to the fullest extent permitted under Sections 363(b) and 363(f) of the Bankruptcy Code and subject to the entry of the Sale Order.

5.5 Contracts and Leases.

(a) Contracts. Schedule 5.5(a) sets forth a complete list of all contracts and agreements to which Seller is a party or by which it is bound and that are used in or related to the Business or the Purchased Assets (the “Existing Contracts”), and except as disclosed on Schedule 5.5(a), (i) at Closing there will not be any contracts or agreements material to the Seller or the Business other than the Existing Contracts; (ii) Seller has not given or received notice of any default with respect to any of the Existing Contracts, and Seller is not in default under any of the Existing Contracts that, in each case, is required to be cured other than through payment of the applicable Cure Costs; (iii) 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 Seller under any of the Existing Contracts that, in each case, will be required to be cured other than through payment of the applicable Cure Costs; and (iv) each of the Existing Contracts is in full force and effect and is a valid and binding obligation as to Seller, and, to Seller’s Knowledge, the other parties thereto, unamended by oral or written agreement, and Seller is entitled to the full benefit and advantage of each of the Existing Contracts to which it is a party in accordance with the terms thereof.

(b) Leases. Schedule 5.5(b) sets forth a complete list of all leases, subleases, licenses, and other agreements with respect to the occupancy of any real property to which Seller is a party or by which it is bound (the “Existing Leases”). Seller has title to each Existing Lease and a good and valid leasehold interest in the 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. Each Existing Lease (i) is the legal, valid, binding, and enforceable obligation of Seller that is lessee thereunder, (ii) to Seller’s Knowledge, 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 the Buyer following the consummation of the transactions contemplated hereunder. 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 Seller under any Existing Lease. Seller has not assigned, subleased, transferred, conveyed, mortgaged, deeded in trust, or encumbered any interest in the leasehold or subleasehold created by any Existing Lease.

5.6 Permits. Schedule 5.6 sets forth a complete list, as of the date hereof, of all Permits issued to and/or applied for by Seller for the operation of the Business. Such Permits are in full force and effect, and Seller is in material compliance with the terms of and payment obligations relating to all Permits.

5.7 Intellectual Property. Except as set forth on Schedule 5.7(a), (i) with respect to any Intellectual Property owned by Seller (as opposed to Intellectual Property of which Seller is a licensee), Seller has all right, title, and interest to all such Intellectual Property, without any

conflict with the rights of others, (ii) no Person other than Seller has the right to use the Intellectual Property owned by Seller, and (iii) Seller has the valid right to use, pursuant to a valid, enforceable, written license, sublicense or other agreement, any Intellectual Property used in the Business that is owned by a party other than Seller. Schedule 5.7(b) sets forth a complete list, as of the date hereof, of all registered and applied for Intellectual Property owned by Seller (whether registered with the United States Patent and Trademark Office, the United States Copyright Office or otherwise). 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. There is no action, suit, proceeding, claim, investigation, or complaint pending, or, to Seller's Knowledge, threatened against Seller that (A) challenges (y) the validity or ownership of any Intellectual Property owned by Seller or (z) Seller's use of any Intellectual Property, or (B) alleges infringement, dilution, misappropriation, or other violation of the Intellectual Property of any Person by Seller. To Seller's Knowledge, no third Person's operations or products infringe any Intellectual Property owned by or exclusively licensed to Seller in any material respect. To Seller's Knowledge, Seller's operations and products do not infringe, dilute, misappropriate, or otherwise violate the Intellectual Property of any third Person and there is no valid basis for such a claim. Seller has not received during the two (2) 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.

5.8 Litigation. Subject to the entry of the Sale Order, other than as set forth on the Schedules of Assets and Liabilities and Statement of Financial Affairs filed by Seller in its Chapter 11 case, there are no private or governmental actions, suits, proceedings, claims, arbitrations, judgments or decrees or, to Seller's Knowledge, investigations pending against Seller or, to Seller's Knowledge, affecting Seller or the Purchased Assets or the Assumed Liabilities, which (i) contest or challenge Seller's authority, right or ability to perform its obligations under this Agreement or any of the Seller Ancillary Documents, as applicable, (ii) challenge Seller's right, title or ownership in any of the Purchased Assets, or (iii) would impair or have an adverse effect on Buyer's right or ability to own, use, commercialize or otherwise exploit any of the Purchased Assets, or impair or have an adverse effect on the value of any of the Purchased Assets following the Closing. To Seller's Knowledge, there are no proceedings threatened that assert any claim described in clauses (i), (ii) or (iii) of the preceding sentence; provided, however, that if after the date hereof, any action, suit, proceeding, claim, arbitration, judgment decree or investigation described in clause (i), (ii) or (iii) is asserted, instituted or entered, then the representation contained in the first sentence of this Section 5.8 shall be deemed accurate as of the Closing Date so long as an order has been issued by the Bankruptcy Court rejecting, disallowing or dismissing such action, suit, proceeding, claim, arbitration, judgment decree or investigation, no appeal or motion for reconsideration of that order has been filed and the time for filing such motion and an appeal has expired. Except for orders entered in the Bankruptcy Case that do not have an adverse effect on the Purchased Assets or the Assumed Liabilities or on Seller's ability to consummate the transactions contemplated hereunder, there are no judgments, decrees, injunctions or orders of any court, governmental authority, arbitrator or mediator pending or binding against Seller or the Purchased Assets.

5.9 Insurance. Schedule 5.9 lists all insurance policies insuring the Purchased Assets, including the policy numbers, expiration dates, premium payment schedules, and the coverage

limitations and amounts of any deductibles with respect to such insurance policies. Such insurance policies are in full force and effect for such amounts and are sufficient for material compliance with all legal requirements and of all agreements to which Seller is a party or by which it is bound. No event has occurred which limits or impairs the rights of Seller under any such insurance policies.

5.10 Taxes. Except as set forth on Schedule 5.10, all material federal, state and local Tax Returns and other tax filings required to be filed by Seller with respect to the Purchased Assets or the Business have been timely filed, all such Tax Returns are true, correct and complete in all material respects; except as set forth on Schedule 5.10, no adjustment related to such Tax Returns has been proposed formally or informally by any taxing authority; the Seller has not received any written notice or inquiry from any jurisdiction in which Seller does not currently file Tax Returns to the effect that such filings may be required with respect to the Purchased Assets or the Business, or that the Business may otherwise be subject to taxation by such jurisdiction; except as set forth on Schedule 5.10, the Seller has timely paid all taxes due with respect to the Purchased Assets or the Business, the non-payment of which would result in a lien or other Encumbrance on any of the Purchased Assets or would result in Buyer becoming liable or responsible therefore; there are no Encumbrances for Taxes upon the Purchased Assets; the Seller is not currently the beneficiary of any extension of time within which to file any Tax Return; the Seller has withheld and paid all Taxes required with respect to any employees; and no power of attorney currently in force has been granted by the Seller with respect to the Business that would be binding on the Buyer with respect to the taxable periods commencing on or after the Closing Date.

5.11 Employee Matters. Schedule 5.11 sets forth a list of each Employee Benefit Plan. No Seller or any ERISA affiliate has maintained, sponsored, or contributed to an Employee Benefit Plan that is subject to Title IV of ERISA within the last six (6) years or, in any way, directly or indirectly, has any liability with respect to any such plan. All Employee Benefit Plans are being administered in compliance, in all material respects, with, where applicable, ERISA, the Internal Revenue Code, and the regulations promulgated thereunder. Each Employee Benefit Plan that is intended to be qualified under Section 401(a) of the Internal Revenue Code has received a favorable determination letter upon which Seller may rely, or has pending or has time remaining in which to file an application for such determination from the United States Internal Revenue Service. Seller is not a party to or bound by, and has no obligation to perform (including make payments) under, any collective bargaining agreement or any contract or agreement with a labor union or labor organization. Seller has not received written notice of any outstanding representation petitions involving Seller before the National Labor Relations Board or any state labor board, and no such petition has been threatened, and no labor dispute, strike, picketing, work slowdown, or work stoppage has been threatened in writing. Seller is not subject to any material unfair-labor-practice charge.

5.12 Environmental Safety and Health. The Purchased Assets are in material compliance with all applicable Laws, regulations, or other legal requirements (“Environmental Laws”) relating to the protection of the environment, pollution, or human health and safety. At all times, Seller conducted the Business and its operations in accordance with all Environmental Laws applicable to Seller and the Business. Within the last twelve (12) months, Seller has not received any written notice, claim, or report relating to the Purchased Assets or the Assumed

Liabilities regarding any violation or alleged violation by Seller of, or liability or alleged liability of Seller, under any Environmental Laws. To Seller's Knowledge, there has been no release of any Hazardous Material into the environment at, onto, or from any property owned or leased by Seller which could reasonably be expected to result in material liability, costs, obligations, or claims relating to any Environmental Law.

5.13 Financial Advisors. Except as set forth on Schedule 5.13, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for Seller in connection with the transactions contemplated hereunder. Buyer is not and will not become obligated to pay any fee or commission or like payment to any broker, finder or financial advisor as a result of the consummation of the transactions contemplated hereunder based upon any arrangement made by or on behalf of Seller.

5.14 No Other Representations or Warranties. Except as expressly set forth in this Agreement and the Seller Ancillary Documents, none of Seller or any agent, employee, attorney or other representative of Seller or purporting to represent Seller, makes any representation or warranties, express or implied, of any kind whatsoever to Buyer with respect to the Purchased Assets or otherwise, including, without limitation, the maintenance, repair, condition, quality, design, marketability, accuracy, utility or completeness of the equipment, and Seller expressly disclaims as it pertains to Buyer (1) any implied or express warranty of merchantability, (2) any implied or express warranty of fitness for a particular purpose, or (3) any implied or express warranty of conforming to models or samples with respect to any of the foregoing. For the avoidance of doubt, except as set forth in this Agreement or the Seller Ancillary Documents, no warranty or representation is given on the contents of the documents provided in due diligence, on any other documents or other information not contained in this Agreement, all of which were produced only for information purposes.

5.15 No Inducement or Reliance; Independent Assessment. With respect to the Purchased Assets or any other rights to be transferred hereunder, Seller acknowledges it has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Buyer or any agent, employee, attorney or other representative of Buyer representing or purporting to represent Buyer that are not expressly set forth herein (including the exhibits hereto), whether or not any such representations, warranties or statements were made in writing or orally, and Seller acknowledges that none of Buyer, nor any agent, employee, attorney, other representative of Buyer or other Person will have or be subject to any liability to Seller or any other Person resulting from the distribution to Seller, or Seller's use of, any such information, including any information, documents or material made available to Seller in expectation of the transactions contemplated by this Agreement. For purposes of clarification, this Section 5.15 shall not in any way limit any representation, warranty or statement of Buyer made in this Agreement or in any document or instrument delivered to Seller pursuant to this Agreement.

5.16 [Reserved]

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF BUYER

As of the date hereof and as of the Closing, as a material inducement to Seller to execute and perform its obligations under this Agreement, Buyer represents and warrants to Seller as follows as of the date hereof and as of the Closing:

6.1 Organization and Good Standing. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer has full corporate power and authority to conduct its business as it is presently being conducted and to own, operate and lease its properties and assets.

6.2 Authorization. Buyer has the requisite power and authority to execute this Agreement and the other agreements, instruments and certificates to be executed and delivered by it in connection with the transactions contemplated by this Agreement (collectively, the “Buyer Ancillary Documents”), to perform its obligations under such agreements, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and the Buyer Ancillary Documents and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action on the part of Buyer. This Agreement and the Buyer Ancillary Documents have been duly executed and delivered by Buyer and, assuming the execution and delivery by Seller and the entry of the Sale Order, constitute valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except the availability of the remedy of specific performance or injunctive or other forms of equitable relief may be subject to equitable defenses and would be subject to the discretion of the court before which any proceedings therefor may be brought.

6.3 No Violation; Consents. The execution and delivery of this Agreement and the Buyer Ancillary Documents and the performance of Buyer’s obligations herein or therein will not (i) conflict with or result in any breach of any provision of the organizational documents of Buyer, (ii) conflict with, require the consent of a third party under, violate, result in the breach of, constitute a default under, or give rise to any right of acceleration, cancellation or termination of any material right or obligation of Buyer under any material agreement or other instrument to which Buyer is a party or by which Buyer or any of its properties or assets are bound, (iii) violate any applicable Law, or (iv) require any consent, approval, authorization or permit of, or filing with or notification to, any Governmental Authority or other Person which has not otherwise been obtained or made.

6.4 Litigation. Other than in or pursuant to the Bankruptcy Case, there are no private or governmental actions, suits, proceedings, claims, arbitrations or investigations pending or, to Buyer’s knowledge, threatened against Buyer that, if finally determined adversely, would be reasonably likely to have a material adverse effect on Buyer’s ability to consummate the transactions contemplated by this Agreement. Other than in or pursuant to the Bankruptcy Case, there are no judgments, decrees, injunctions or orders of any court, Governmental Authority, arbitrator or mediator pending or binding against Buyer which shall have a material adverse effect on Buyer’s ability to consummate the transactions contemplated by this Agreement.

6.5 Financial Advisors. No Person has acted, directly or indirectly, as a broker, finder or financial advisor for Buyer in connection with the transactions contemplated hereunder and Seller is not and will not become obligated to pay any fee or commission or like payment to any broker, finder or financial advisor as a result of the consummation of the transactions contemplated hereunder based upon any arrangement made by or on behalf of Buyer.

6.6 No Inducement or Reliance; Independent Assessment. With respect to the Purchased Assets or any other rights to be transferred hereunder, Buyer acknowledges it has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Seller or any agent, employee, attorney or other representative of Seller representing or purporting to represent Seller that are not expressly set forth herein (including the exhibits hereto), whether or not any such representations, warranties or statements were made in writing or orally, and Buyer acknowledges that none of Seller, nor any agent, employee, attorney, other representative of Seller or other Person will have or be subject to any liability to Buyer or any other Person resulting from the distribution to Buyer, or Buyer's use of, any such information, including any information, documents or material made available to Buyer in expectation of the transactions contemplated by this Agreement. For purposes of clarification, this Section 6.6 shall not in any way limit any representation, warranty or statement of Seller made in this Agreement or in any document or instrument delivered to Buyer pursuant to this Agreement.

6.7 No Projections. Buyer acknowledges that neither Seller nor any of its affiliates has made any warranty, express or implied, as to the performance, utility or prospects, financial or otherwise, or the profitability of the Purchased Assets or Assumed Contracts for Buyer, or with respect to any forecasts, expense estimates, projections or business plans prepared by or on behalf of Seller and delivered to Buyer in connection with Buyer's review of the Purchased Assets, Assumed Contracts and Assumed Liabilities and the negotiation and the execution of this Agreement.

6.8 Financing. Buyer has and will have on the Closing Date sufficient cash and cash equivalents and/or existing credit facilities with sufficient borrowing capacity thereunder (and has provided Seller with satisfactory evidence thereof) to purchase the Purchased Assets and to consummate the transactions contemplated by this Agreement.

6.9 Buyer's Investigation. Buyer represents that it is a sophisticated entity that was advised by knowledgeable counsel and other advisors and hereby acknowledges that it has conducted an investigation of the Purchased Assets, Assumed Contracts and Assumed Liabilities. Notwithstanding the foregoing, this Section 6.9 does not limit any representation or warranty made by Seller in this Agreement or any document or instrument delivered to Buyer pursuant to this Agreement.

6.10 No Other Representations and Warranties. Except as expressly set forth in this Agreement and the Buyer Ancillary Documents, neither Buyer nor any agent, employee, attorney or representative of Buyer or purporting to represent Buyer makes any representations or warranties, express or implied, of any kind whatsoever.

ARTICLE VII COVENANTS OF THE PARTIES

7.1 Access. Prior to the Closing, Seller shall permit Buyer and its affiliates, officers, directors, managers, employees, attorneys, investment bankers, accountants and other agents and representatives (collectively, “Representatives”) to have reasonable access to the Purchased Assets, facilities, officers, and personnel of Seller, and to the books and records of Seller during normal business hours and upon reasonable advance notice, and shall furnish Buyer with such financial and operating data and other information with respect to the condition (financial or otherwise) of the businesses, assets, properties, prospects or operations of Seller as Buyer shall reasonably request.

7.2 Seller’s Operation of the Business. From the date hereof, Seller shall, and shall cause its Representatives to, (a) keep the Purchased Assets intact and reasonably maintain the Purchased Assets until the end of the Closing Date, (b) not sell, transfer, pledge or grant a license or a security interest in, or otherwise dispose or encumber, any of the Purchased Assets or Assumed Contracts, (c) not remove any of the Purchased Assets from the Premises prior to the Closing Date except in the ordinary course of business, (d) maintain all insurance policies on the Purchased Assets, existing as of the date of the Auction, until the Closing Date (and, if requested, will provide Buyer with satisfactory evidence thereof), (e) comply with all Laws applicable to Seller or having jurisdiction over the Business or any Purchased Asset, and (f) not take any action inconsistent with Seller’s obligations under this Agreement, in each case, subject to such obligations, limitations or restrictions imposed by the Bankruptcy Code and the Bankruptcy Court. For the avoidance of doubt, Seller agrees that, subject to Seller’s receipt and agreed upon use of the additional advances under the DIP Credit Agreement as referenced in Section 1.1(n) hereof to fund payroll and other postpetition fees and expenses, Seller shall make all reasonable efforts to maintain the Purchased Assets in materially the same manner that they are currently being maintained until the Closing Date.

7.3 Cooperation Toward Closing. From the date hereof until the Closing Date, subject to the terms and conditions of this Agreement, each of the parties hereto shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things reasonably necessary, proper or advisable under applicable Law to consummate and make effective the sale of the Purchased Assets and the assumption and assignment of the Assumed Contracts in accordance with this Agreement and the Sale Order, including using commercially reasonable efforts to ensure timely satisfaction of the conditions precedent to such party’s obligations hereunder.

7.4 Consents. On or prior to the Closing Date, Seller shall use commercially reasonable efforts, and Buyer shall reasonably cooperate with Seller, to obtain at the earliest practical date all material consents, waivers and approvals required to consummate the transactions contemplated by this Agreement.

7.5 [Reserved].

7.6 Compliance with Government Requests. Subject to the terms and conditions herein, each of the parties hereto agrees to use its commercially reasonable efforts to take, or cause to be taken, all actions necessary to expeditiously consummate the transactions contemplated by this Agreement, including using commercially reasonable efforts to respond promptly to government requests for information and obtain all necessary governmental, judicial or regulatory actions or non-actions, orders, waivers, consents, clearances, extensions and approvals. In addition to and without limiting the agreements of the parties contained above, Seller and Buyer shall (a) comply at the earliest practicable date with any request for additional information or documentary material received by Seller or Buyer from any Governmental Authority in connection with any applicable Law, (b) cooperate with each other in connection with resolving any investigation or other inquiry concerning the transactions contemplated hereby commenced by any Governmental Authority, and (c) use commercially reasonable efforts to resolve such objections, if any, as may be asserted with respect to the transactions contemplated hereby under any antitrust law. Notwithstanding the foregoing or any other covenant herein contained, nothing in this Agreement shall be deemed to require Buyer or Seller (i) to commence any litigation against any Person in order to facilitate the consummation of any of the transactions contemplated hereby, (ii) to take or agree to take any other action or agree to any limitation that could reasonably be expected to have an adverse effect on the business, assets, condition (financial or otherwise), results of operations or prospects of Buyer on the one hand, or Seller, on the other hand, (iii) to defend against any litigation brought by any Governmental Authority seeking to prevent the consummation of, or impose limitations on, any of the transactions contemplated hereby, or (iv) to divest or hold separate or in trust (or the imposition of any other adverse condition or restriction with respect to) any assets or operations of Buyer or Seller and their respective affiliates or the Purchased Assets. Notwithstanding anything herein to the contrary, Buyer acknowledges and agrees that it shall bear sole responsibility for acquiring any necessary governmental, judicial or regulatory actions or non-actions, orders, waivers, consents, clearances, extensions and approvals required in connection with any export Laws or any Laws otherwise affecting the transfer of the Purchased Assets to a location outside the United States.

7.7 Bankruptcy Matters.

(a) Copies of Pleadings. Seller shall, to the extent reasonably practicable, provide Buyer with drafts of all documents, motions, orders, filings or pleadings that it proposes to file with the Bankruptcy Court that relate to the approval of this Agreement and the consummation of the transactions contemplated hereby, and will provide Buyer with reasonable opportunity to review and approve such filings. Seller shall also promptly (within one (1) business day) provide Buyer with copies of all pleadings received by or served by or upon Seller in connection with the Bankruptcy Case that relate to or may reasonably be expected to affect the transactions provided for in this Agreement and which have not otherwise been served on Buyer.

7.8 Taxes; Preparation and Filing.

(a) Buyer shall bear and be responsible for paying any and all sales, use, transfer, filing, recordation, registration, documentary, stamp, gains and similar taxes and fees, including related penalties, additions to tax, and interest imposed by any Governmental Authority with respect to the transfer of the Purchased Assets (collectively, "Transfer Taxes"),

regardless of whether the tax authority seeks to collect such taxes from Seller or Buyer. The parties will cooperate in the preparation, execution and filing of all tax returns and other documentation with respect to all such Transfer Taxes. The parties will take all reasonable steps to minimize any Transfer Taxes.

(b) Seller shall be responsible for the payment of, and will indemnify Buyer against, all Taxes (other than the Transfer Taxes defined in Section 7.8(a), but including without limitation, any interest, penalty or addition thereto) due or assessed that relate to the holding and use of the Purchased Assets (including, for the avoidance of doubt, any state or local sales and use Taxes assessed with respect to the conduct of the Business on or prior to the Closing Date) for all taxable periods which end on or prior to the Closing Date. Buyer shall be responsible for the payment of, and will indemnify Seller against, all Taxes (including without limitation, any interest, penalty or addition thereto) due or assessed that relate to the holding and use of the Purchased Assets for all taxable periods which commence on or after the Closing Date.

(c) Any and all refunds, credits, claims, or rights to appeal respecting the amount of any taxes or assessments (collectively "Tax Refunds") (including any interest related thereto) received by Buyer with respect to the Purchased Assets for periods prior to and including the time of the Closing Date (or portions thereof) shall be for the account of Seller, and any Tax Refunds (including any interest related thereto) received by Seller with respect to (i) Transfer Taxes described in Section 7.8(a) or (ii) Tax Refunds received with respect to the Purchased Assets relating to Straddle Periods or periods after the time of the Closing Date (or portions thereof) shall be for the account of Buyer. Buyer shall pay over to Seller, and Seller shall pay over to Buyer, any such refund amount received by the other party (net of any taxes payable by such other party as a result of receiving such Tax Refunds) within five (5) business days of receipt thereof.

(d) Buyer and Seller will cooperate fully, as and to the extent reasonably requested by the other party, in connection with any tax matters relating to the Purchased Assets (including by the provision of reasonably relevant records or information, and cooperation in the filing of any Tax Returns).

7.9 Employee Matters

(a) Buyer shall have the right, but not the obligation, to employ or engage as contractors or otherwise any or all of the Seller's current or former employees (collectively, "Employees") as Buyer determines in its sole and absolute discretion. The terms of employment offered to any Employees shall be determined by Buyer in its sole and absolute discretion. Any Employees actually employed by Buyer are referred to herein as "Transferred Employees." Provided that the Transferred Employees consent to same, Seller shall deliver to Buyer on or before the Closing Date all personnel files and employment records relating to any Employees who are designated as Transferred Employees on or before the Closing Date (including completed I-9 forms and attachments with respect to all Transferred Employees, except for such Employees as Seller certifies in writing are exempt from such requirement). To the extent any Employees are designated as Transferred Employees after the Closing Date, Seller shall deliver to Buyer all foregoing personnel files and employment records relating to such Transferred Employees provided such Transferred Employees consent to same.

(b) Except as otherwise agreed in writing by Buyer and/or its affiliates, neither Buyer nor any of its affiliates shall be obligated to provide any severance, separation pay, or other payments or benefits, including any key employee retention payments, to any Employee on account of any termination of such Employee's employment on or before the Closing Date, and all such severance, separation pay, and other payments and benefits (if any) shall remain obligations of Seller. For the avoidance of doubt, subject to Section 7.2 herein and notwithstanding anything else contained herein, Seller shall be responsible for (and Buyer shall not be liable for) any wages or other remuneration, including, without limitation, with respect to paid time off or severance, due to any non-Transferred Employee, whether with respect to their services as an Employee through the Closing Date or otherwise. In addition, Seller shall be responsible for, and Buyer shall not be liable for, failure by Buyer or Seller to provide notice under the WARN Act or other similar Law, if applicable.

(c) Nothing herein shall be deemed to create any right to employment or continued employment or to a particular term or condition of employment with Buyer or any of its affiliates. Nothing in this Section 7.9 or any other provision hereof (i) shall be construed to establish, amend, or modify any benefit or compensation plan, program, agreement or arrangement, (ii) shall limit the ability of Buyer or any of its affiliates to amend, modify, or terminate any benefit or compensation plan, program, agreement or arrangement at any time assumed, established, sponsored or maintained by any of them, or (iii) shall be construed to create any third-party beneficiary right in any Employee or other person other than the parties to this Agreement.

7.10 Public Statements. In the event either party desires to issue a press release or make a public statement (other than filings made by Seller with the Bankruptcy Court) about the transactions contemplated by this Agreement, such party shall obtain the consent of the other party (such consent not to be unreasonably withheld) to the content of any such press release or other public statement.

7.11 Updating of Representations and Warranties. Each party hereto will give prompt notice to the other party of (a) the occurrence, or failure to occur, of any event which occurrence or failure would be likely to cause any representation or warranty of Seller or Buyer, as the case may be, contained in this Agreement to be untrue or inaccurate at any time from the date hereof to the Closing Date, and (b) any failure of Seller or Buyer, as the case may be, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by any of them under this Agreement; provided that such notice shall not be deemed to modify any representation or warranty previously made in this Agreement, and any failure of the party receiving such notice to take action in response to such notice shall not be deemed a waiver or estoppel with respect to any such matter.

ARTICLE VIII CONDITIONS TO CLOSING

8.1 Conditions to Each Party's Obligation to Effect the Closing. The respective obligations of each party to effect the Closing hereunder shall be subject to the fulfillment at or prior to the Closing of the following conditions:

(a) there shall not be in effect any preliminary or permanent injunction or other order or decree by any federal or state court or administrative agency having competent jurisdiction restraining, enjoining or otherwise prohibiting the sale of the Purchased Assets to Buyer;

(b) the Bankruptcy Court shall have entered (i) the Bidding Procedures Order and (ii) the Sale Order approving this Agreement, substantially in the form attached to this Agreement or otherwise in form and substance satisfactory to Buyer, and such Sale Order, among other things: (A) shall include a determination that Buyer is a purchaser in good faith within the meaning of section 363(m) of the Bankruptcy Code and, therefore, entitled to the protections of such section, (B) shall authorize the Debtor to assume and assign the Assumed Contracts to Buyer pursuant to Section 365 of the Bankruptcy Code, (C) shall include a waiver of the fourteen (14) day stay set forth in Federal Rule of Bankruptcy Procedure 6004(h) and 6006(d), and (D) shall not have been stayed or otherwise limited as to its terms or effectiveness; and the Sale Order (i) shall not have been reversed or stayed at the time of Closing, and (ii) shall not be the subject of an appeal or motion for rehearing or new trial, provided however, that Buyer, in its sole and absolute discretion, may elect to proceed with the Closing even if an appeal from or a motion for rehearing or new trial on the Sale Order is pending; and

(c) all filings, consents and approvals necessary to permit the parties hereto to perform the transactions contemplated hereby shall have been duly obtained, made or given, shall not be subject to the satisfaction of any condition that has not been satisfied or waived and shall be in full force and effect.

8.2 Conditions to Obligations of Buyer. The obligation of Buyer to effect the Closing hereunder shall be subject to the fulfillment at or prior to the Closing of the following additional conditions:

(a) the representations and warranties of Seller set forth in this Agreement shall have been true and correct in all material respects (and those representations and warranties that are qualified as to materiality shall be true and correct in all respects) as of the date of this Agreement and shall be true and correct in all material respects (and those representations and warranties that are qualified as to materiality shall be true and correct in all respects) as of the Closing Date as though made at and as of the Closing (except to the extent that such representations and warranties are stated to be made as of a date other than the date they were made, in which case they shall have been true and correct in all material respects, and those representations and warranties that are qualified as to materiality shall be true and correct in all respects as of such other date);

(b) Seller shall have performed and complied in all material respects with all obligations and covenants contained in this Agreement which are required to be performed and complied with by Seller on or prior to the Closing;

(c) all Encumbrances on the Purchased Assets shall have been released or fully discharged pursuant to the Sale Order;

(d) the Purchased Assets, taken as a whole, shall not have been materially and adversely affected by any act of God or public enemy, casualty, theft, fire, flood, explosion, hurricane, tornado, earthquake, hail, storm, drought, accident, vandalism, war, or other event or occurrence, whether or not covered by insurance;

(e) No later than three business days prior to the Bankruptcy Court hearing to consider approval of this Agreement and the transactions contemplated hereby, Seller shall have delivered to Buyer all Schedules to this Agreement, and such Schedules shall be acceptable to Buyer in its reasonable discretion; and

(f) Buyer shall have received the other items to be delivered to it pursuant to Section 4.2.

Any condition specified in this Section 8.2 may be waived, in whole or in part, by Buyer, provided that no such waiver shall be effective against Buyer unless it is set forth in a writing executed by Buyer.

8.3 Conditions to Obligations of Seller. The obligation of Seller to effect the Closing hereunder shall be subject to the fulfillment at or prior to the Closing of the following additional conditions:

(a) The representations and warranties of Buyer set forth in this Agreement shall have been true and correct in all material respects (and those representations and warranties that are qualified as to materiality shall be true and correct in all respects) as of the date of this Agreement and shall be true and correct in all material respects (and those representations and warranties that are qualified as to materiality shall be true and correct in all respects) as of the Closing Date as though made at and as of the Closing (except to the extent that such representations and warranties are stated to be made as of a date other than the date they were made, in which case they shall have been true and correct in all material respects as of such other date);

(b) Buyer shall have performed and complied in all material respects with all obligations and covenants contained in this Agreement which are required to be performed and complied with by Buyer on or prior to the Closing; and

(c) Seller shall have received the other items to be delivered to it pursuant to Section 4.3.

Any condition specified in this Section 8.3 may be waived, in whole or in part, by Seller, provided that no such waiver shall be effective against Seller unless it is set forth in a writing executed by Seller.

ARTICLE IX TERMINATION

9.1 Termination. This Agreement may be terminated prior to the Closing Date as follows:

- (a) by mutual written consent of Seller and Buyer;
- (b) by either party, upon written notice to the other party, if (i) there shall be any Law or regulation that makes consummation of the transactions contemplated hereby illegal or otherwise prohibited or (ii) consummation of the transactions contemplated hereby would violate any nonappealable final order, decree or judgment of (A) the Bankruptcy Court or (B) any other court or governmental authority having competent jurisdiction; and
- (c) by Buyer, upon written notice to Seller, if
 - (i) Seller shall consummate a sale of all or any portion of the Purchased Assets pursuant to a competing bid;
 - (ii) the Bankruptcy Court has not entered the Sale Order, in form and substance satisfactory to Buyer, on or prior to August 11, 2017 approving, among other things, this Agreement and the transactions contemplated hereunder;
 - (iii) there has been a material violation or breach by any Seller of any representation, warranty, agreement, or covenant contained in this Agreement;
 - (iv) Closing has not occurred within fifteen (15) days after entry of the Sale Order;
 - (v) prior to the Closing, Seller's Bankruptcy Case shall be converted into a case under chapter 7 of the Bankruptcy Code or dismissed, or if a trustee or examiner with expanded powers is appointed in the Bankruptcy Case;
 - (vi) if any action or proceeding is brought by any Person against any of Buyer, Lender (as defined in the DIP Credit Agreement) or any of their affiliated or related Persons prior to the expiration of the applicable period (as provided in the Order approving the DIP Credit Agreement) in which such action or proceeding could be brought challenging the validity, priority, or perfection of Buyer's or Lender's secured claims or liens;
 - (vii) Seller has not delivered the Schedules within the time required under Section 8.2(e).

9.2 Effect of Termination. No termination of this Agreement pursuant to Section 9.1 shall be effective until written notice thereof is given to the non-terminating party specifying the provision hereof pursuant to which such termination is made. If validly terminated pursuant to Section 9.1 this Agreement shall be void and of no effect, and all further obligations of the parties under or pursuant to this Agreement shall terminate without further liability of any party to the other; provided that the provisions of any confidentiality agreement between the parties,

this Section 9.2 (Effect of Termination), Article X (Survival) and Article XI (Miscellaneous) of this Agreement shall survive the termination of this Agreement; provided, further, that nothing contained in this Section 9.2 shall relieve any party from liability for any breach of this Agreement.

ARTICLE X SURVIVAL

10.1 Survival of Representations and Warranties.

(a) The representations and warranties of Seller in this Agreement and in the Seller Ancillary Documents, other than those in Sections 5.2, 5.3, 5.4 and 5.13 of this Agreement, shall not survive the Closing.

(b) The representations and warranties of Buyer in this Agreement and the Buyer Ancillary Documents shall not survive the Closing, except for the representations and warranties of Buyer in Sections 6.2, 6.3 and 6.5 of this Agreement, which shall survive Closing.

(c) The parties hereby agree that the limitations set forth above in this Section 10.1 on the survival of the representations and warranties of the parties shall not apply to a representation or warranty in the event that a party has committed fraud or made an intentional misrepresentation with respect to such representation or warranty.

10.2 Survival of Covenants. The covenants and agreements of Seller and Buyer in this Agreement, the Seller Ancillary Documents and the Buyer Ancillary Documents shall survive the Closing in accordance with the terms of such covenants and agreements.

10.3 Exclusive Remedy. The parties have voluntarily agreed to define their rights, liabilities and obligations respecting the subject matter of this Agreement exclusively in contract pursuant to the express terms and provisions of this Agreement. Accordingly, except with respect to claims based on fraud or intentional misrepresentation, the sole and exclusive remedies for any breach of the terms and provisions of this Agreement and any certificates, documents or other agreements executed in connection with this Agreement (including any representations and warranties set forth herein and therein) or any tort claims or causes of action that may be based upon, arise out of or relate to this Agreement and any certificates, documents or other agreements executed in connection with this Agreement, or the negotiation, execution or performance of this Agreement and any certificates, documents or other agreements executed in connection with this Agreement, shall be those remedies available at law or in equity for breach of contract only (as such contractual remedies may be further limited or excluded pursuant to the express terms of this Agreement or any certificates, documents or other agreements executed in connection with this Agreement).

ARTICLE XI MISCELLANEOUS

11.1 "AS IS" TRANSACTION. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN ANY SELLER ANCILLARY DOCUMENT, SELLER MAKES NO

REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO SELLER'S BUSINESS, TO THE PURCHASED ASSETS, TO THE ASSUMED CONTRACTS OR TO THE ASSUMED LIABILITIES. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLER HEREBY DISCLAIMS ANY WARRANTY (EXPRESS OR IMPLIED) OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE PURCHASED ASSETS. IF THE CLOSING OCCURS, BUYER WILL ACCEPT THE PURCHASED ASSETS, AT THE CLOSING DATE "AS IS," "WHERE IS," SUBJECT TO THE PROVISIONS OF THIS AGREEMENT, THE SELLER ANCILLARY DOCUMENTS, AND THE SALE ORDER PROVIDING, AMONG OTHER THINGS, THAT THE SALE OF THE PURCHASED ASSETS IS FREE AND CLEAR OF ALL ENCUMBRANCES.

11.2 NO CONSEQUENTIAL OR PUNITIVE DAMAGES; LIMITATION OF LIABILITY. NO PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) SHALL, UNDER ANY CIRCUMSTANCE, BE LIABLE TO ANY OTHER PARTY (OR ITS AFFILIATES OR REPRESENTATIVES) FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES CLAIMS BY SUCH PARTY UNDER THE TERMS OF OR DUE TO ANY BREACH OF THIS AGREEMENT, INCLUDING LOSS OF REVENUE OR INCOME, DAMAGES BASED ON ANY MULTIPLIER OF PROFITS OR OTHER VALUATION METRIC, COST OF CAPITAL, DIMINUTION OF VALUE OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, OR IN ANY OTHER DOCUMENT, INSTRUMENT OR AGREEMENT DELIVERED IN CONNECTION WITH THIS AGREEMENT, TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY OF BUYER AND ITS REPRESENTATIVES TO SELLER AND ITS REPRESENTATIVES ARISING OUT OF ANY AND ALL BREACHES OR VIOLATIONS BY BUYER THAT OCCUR AT OR BEFORE THE CLOSING, INCLUDING WITHOUT LIMITATION ANY BREACH BY BUYER OF ITS OBLIGATION TO EFFECT THE CLOSING HEREUNDER, OR FAILURES AT OR BEFORE THE CLOSING OF BUYER TO COMPLY WITH, THIS AGREEMENT OR SUCH OTHER DOCUMENTS, INSTRUMENTS OR AGREEMENTS, SHALL NOT EXCEED AN AMOUNT EQUAL TO TEN PERCENT (10%) OF THE PURCHASE PRICE.

11.3 Certain Definitions.

(a) "affiliate" means a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified.

(b) "Business" means the Purchased Assets and the business operated by Seller prior to the Auction.

(c) "Employee Benefit Plans" means all (a) employee pension benefit plans as defined in Section 3(2) of ERISA, (b) employee welfare benefit plans as defined in Section 3(1) of ERISA, and (c) stock option, bonus, deferred compensation, retention, severance, or termination pay plans or policies or any other plans or policies providing for compensation or

benefits (including any employment, severance, change in control or similar agreement or any arrangement relating to a sale of the Business), in each case, that is maintained, administered, or contributed to (or with respect to which any obligation to contribute has been undertaken) by Seller and that covers any current or former employee, director, manager, member, officer or consultant of Seller (or their dependents, spouses or beneficiaries).

(d) “Governmental Authority” means any means any United States federal, state or local or non-United States governmental or regulatory authority, agency, board, department, subdivision, instrumentality, commission, court, body or other governmental entity.

(e) “Hazardous Materials” means (a) any petroleum products or byproducts, radioactive materials, friable asbestos or polychlorinated biphenyls or (b) any waste, material, or substance defined as a “hazardous substance,” “hazardous material,” or “hazardous waste” or “pollutant” or otherwise regulated under any applicable Environmental Law.

(f) “Intellectual Property” means all intellectual property, including, without limitation, (a) patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations in part, revisions, extensions, reexaminations, provisionals, divisions, renewals, revivals, and foreign counterparts thereof and all registrations and renewals in connection therewith, (b) trademarks, service marks, trade dress, logos, trade names and corporate names and other indicia of origin and corporate branding, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) works of authorship, copyrightable works, copyrights and all applications, registrations and renewals in connection therewith, (d) trade secrets, inventions and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, assembly, test, installation, service and inspection instructions and procedures, technical, operating and service and maintenance manuals and data, hardware reference manuals and engineering, programming, service and maintenance notes and logs), (e) software and other information technology assets, (g) internet addresses, uniform resource locaters, domain names, websites and web pages, (h) any and all other intellectual property and proprietary rights, (i) company-wide telephone numbers (including facsimile numbers) and (j) goodwill related to all of the foregoing, in each case to the extent used or useful in the operation of the Business or related to the Purchased Assets.

(g) “Law” means any law, statute, ordinance, regulation, rule, code or rule of common law or otherwise of, or any order, judgment, injunction or decree issued, promulgated, enforced or entered by, any Governmental Authority.

(h) “Seller’s Knowledge” shall refer to the actual knowledge, after due inquiry, of Seller’s officers and board of directors.

(i) For any party hereto, a document is “substantially in the form” of a document referred to in this Agreement when it is materially identical to the document referred to and/or with any other modifications made with the consent of such party, such consent to not

be unreasonably withheld. For the sake of clarity, a party shall not be deemed to have unreasonably withheld its consent if such revisions, changes or modifications would materially adversely affect its interest.

(j) “Tax” and “Taxes” means all federal, state, local or foreign taxes, charges, fees, levies or other assessments, including income, excise, gross receipts, premium, ad valorem, sales, use, employment, franchise, profits, gains, property, transfer, payroll, alternative or add-on minimum, estimated, severance, occupation, value added, license and stamp taxes or other taxes (whether payable directly or by withholding), custom, duty or governmental fee, or other like assessment or charge of any kind whatsoever, imposed by the United States (or any of its political subdivisions) or any other Government Authority, together with any interest and any penalties thereon or additional amounts with respect thereto.

(k) “Tax Return” means any report, return, information return, filing or other information, including any schedules, exhibits or attachments thereto, and any amendments to any of the foregoing required to be filed or maintained in connection with the calculation, determination, assessment or collection of any Taxes (including estimated Taxes).

11.4 Expenses. Each party will bear its respective costs and expenses (provided that Seller’s costs and expenses may be satisfied from the advances under the DIP Credit Agreement as referenced in Section 1.1(n) hereof), including attorney’s fees and fees of investment bankers or other financial advisors, incurred in connection with this Agreement, the Seller Ancillary Documents, the Buyer Ancillary Documents and the transactions contemplated hereby and thereby.

11.5 Further Assurances. On and after the Closing, each party will take all appropriate action and execute all documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the provisions hereof, including, without limitation, putting Buyer in possession and operating control of the Purchased Assets.

11.6 Amendment, Modification, Extension and Waiver. This Agreement may be amended, modified or supplemented only by written agreement of Seller and Buyer. Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, covenant or condition herein may be waived in writing by the party or parties granting such waiver, but such waiver shall not operate as a waiver of, or estoppel with respect to any subsequent or other failure to comply with any obligation, covenant or condition.

11.7 Notices. All notices, request, demand and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given (a) if delivered by hand, upon delivery; (b) if delivered by mail certified or registered mail with postage prepaid, within three (3) business days after dispatch or (c) if delivered by facsimile transmission, on the next business day after dispatch, provided that the sender receives confirmation of receipt, in each case addressed as follows:

(a) If to Seller, to:

Human Condition Safety Inc.

C/o Wollmuth Maher & Deutsch LLP
500 Fifth Avenue, Suite 1200
New York, NY 10110
Attn: John D. Giampolo, Esq. (jgiampolo@wmd-law.com)

(b) If to Buyer, to:

AIG PC Global Services, Inc.
c/o American International Group, Inc.
175 Water Street
New York, NY 10038
Attn: General Counsel

-and-

DLA Piper LLP (US)
1251 Avenue of the Americas
New York, NY 10020
Attn: Daniel G. Egan, Esq. (daniel.egan@dlapiper.com)

11.8 Assignment. Without the consent of Seller or any other Person, Buyer may (i) assign this Agreement or any of Buyer's rights, interests, and/or obligations, in whole or in part (including the right or obligation to acquire any of the Purchased Assets or the right or obligation to assume any Assumed Liabilities), under this Agreement to one or more Persons who are affiliates of Buyer and (ii) designate any Person who is an affiliate of Buyer to perform any of Buyer's obligations, in whole or in part (including the obligation to acquire any of the Purchased Assets or the obligation to assume any Assumed Liabilities), under this Agreement. In the event of any assignment or designation pursuant to this Section 11.8, Buyer shall not be relieved of any liability or obligation to Seller hereunder. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, heirs, and legal representatives and no other person or entity shall have any right, benefit or obligation hereunder.

11.9 Third Party Beneficiaries. Buyer and Seller intend that this Agreement and those transactional documents contemplated by this Agreement shall not benefit or create any right or cause of action in any Person other than the parties hereto.

11.10 Severability; Time of Essence. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible. Time is of the essence with regard to this Agreement and the transactions contemplated hereby.

11.11 Governing Law. THIS AGREEMENT SHALL BE CONSTRUED, PERFORMED, AND ENFORCED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF), EXCEPT TO THE EXTENT THAT THE LAWS OF SUCH STATE ARE SUPERSEDED BY THE BANKRUPTCY CODE OR OTHER APPLICABLE FEDERAL LAW.

11.12 Submission to Jurisdiction. The parties hereto agree that all litigation concerning any dispute between Seller and Buyer arising from or related in any way to this Agreement and the transactions contemplated hereby, those arising out of the sale of the Purchased Assets, or any conduct or facts related thereto, shall be heard by the Bankruptcy Court, and if the Bankruptcy Case has been closed, such litigation shall be heard by the United States District Court for the Southern District of New York or the courts of the State of New York having subject matter jurisdiction thereof, and the parties hereby consent to the jurisdiction of such courts for such purposes, and waive any objection they may have thereto based on venue, *forum non conveniens* or other similar doctrines.

11.13 Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed and delivered by facsimile transmission or other electronic copy, and a facsimile or electronic copy of this Agreement or of a signature of a party will be effective as an original.

11.14 Incorporation of Exhibits. All Schedules and Exhibits attached hereto and referred to herein are hereby incorporated herein by reference and made a part of this Agreement for all purposes as if fully set forth herein.

11.15 Entire Agreement. This Agreement, including the Schedules and Exhibits hereto, and the Seller Ancillary Documents and Buyer Ancillary Documents and the other documents delivered pursuant hereto contain the entire understanding of the parties hereto with respect to the subject matter hereof and thereof, and supersede all prior agreements and understandings, inducements or conditions, express or implied, oral or written, between the parties with respect to the subject matter hereof and thereof.

11.16 No Successor Liability. The parties intend that, except where expressly prohibited under applicable Law, upon the Closing, Buyer shall not be deemed to: (i) be the successor of Seller, (ii) have, de facto, or otherwise, merged with or into Seller, (iii) be a mere continuation or substantial continuation of Seller or the enterprise(s) of Seller, or (iv) be liable for any acts or omissions of Seller in the conduct of the Business or arising under or related to the Purchased Assets other than as set forth in this Agreement. Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement, the parties intend that Buyer shall not be liable for any bankruptcy claims, other claims, written notices, causes of action, proceedings, complaints, investigations or other proceedings against Seller or any of its predecessors or affiliates, and Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, the Purchased Assets or any obligations of Seller arising prior to the Closing Date, including, without limitation, liabilities on

account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Business or the Purchased Assets, as the case may be, prior to the Closing, except as expressly provided in this Agreement. The parties agree that the provisions substantially in the form of this Section 11.16 shall be reflected in the Sale Order.

11.17 Bulk Sale Laws. As set forth in paragraph 34 of the Sale Order, no bulk sale laws or any similar law of any state or other jurisdiction shall apply in any way to the sale transaction contemplated hereunder.

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

SELLER:

HUMAN CONDITION SAFETY INC.

By: _____
Name: _____
Title: _____

BUYER:

AIG PC GLOBAL SERVICES, INC.

By: _____
Name: _____
Title: _____

Schedule 1.1(a)

Seller's Basic SafeStart Application and related virtual reality modules
--

Seler's wearable sensor products

Schedule 1.1(b)

HCS Estimated Recoverable Accounts Receivable (AR) in USD \$	May	June	July	August 21, 2017	Total
DRP May 2017 Pilot Deployment:					
Safe VR: effective May 1, 2017: 4 sites x \$4k	16,000	16,000	16,000	10,839	58,839
Worker APP: effective July 18, 2017: 10 users x \$10	0	0	45	68	113
Total Recoverable AR*	16,000	16,000	16,045	10,906	58,952

* assuming a closing date of August 21, 2017

Schedule 1.1(f)

Non Provisional Patent Application:

Application Number	Filing or 371© Date	Title of Invention
62/372,100	7/5/2017	METHODS AND SYSTEMS FOR DETECTING INJURY CONDITIONS. Non-provisional Patent Application for Methods and Systems for

Other Intellectual Property:

Trade secrets and methods for measuring worker biometrics.

Schedule 1.2(i)

None

Schedule 1.3(a)

Assumed Contracts

Contract Counterparty	Address	Nature of Contract	Description	Term
Axis Capital, Inc.	1211 Avenue of the Americas 24th Floor New York, NY 10036	Lease of hardware (laptops)	36 months commencing 09/08/15	Expires 09/08/18
Bellin, Neda	220 Front Street, Apt. 2A New York, NY 10038	Proprietary Information and Inventions Agreement	Assignment of Inventions and confidentiality	N/A
Bolan, Blake	1721 Harman Street, Apt. 2R Ridgewood, NY 11385	Proprietary Information and Inventions Agreement	Assignment of Inventions and confidentiality	N/A
Bunk, Christopher	278 Rowayton Ave. Norwalk, CT 06853	Proprietary Information and Inventions Agreement	Assignment of Inventions and confidentiality	N/A
Dobbins, Ryan	266 18 th Street, Apr. 2 Brooklyn, NY 11215	Proprietary Information and Inventions Agreement	Assignment of Inventions and confidentiality	N/A
Epler, Matthew	66 Washington Ave., Apt. C1 Brooklyn, NY 11205	Proprietary Information and Inventions Agreement	Assignment of Inventions and confidentiality	N/A
Flores, Alex	110 1 st Street, #35G Jersey City, NJ 07302	Proprietary Information and Inventions Agreement	Assignment of Inventions and confidentiality	N/A
Foreman, Gary	970 Kent Avenue, #511 Brooklyn, NY 11205	Proprietary Information and Inventions Agreement	Assignment of Inventions and confidentiality	N/A
Lease Corporation of America	3150 Livernois Suite 300 Troy, MI 48083	Equipment Lease (Hardware)	Laptops & Laptop Warranties	Expires 3/18
Martinez, Jennifer	861 Clifton Ave. Newark, NJ 07104	Proprietary Information and Inventions Agreement	Assignment of Inventions and confidentiality	N/A
McArdle, Magdalena	641 W. 207 th Street, Apt. 5B New York, NY 10034	Proprietary Information and Inventions Agreement	Assignment of Inventions and confidentiality	N/A
Moshkovich, Oleg	216 W. 78 th Street, Apt. 2B New York, NY 10024	Proprietary Information and Inventions Agreement	Assignment of Inventions and confidentiality	N/A

Reaves, Stephanie	580 Flatbush Ave., Apt. 7P Brooklyn, NY 11225	Proprietary Information and Inventions Agreement	Assignment of Inventions and confidentiality	N/A
RXR 61 Broadway Owner LLC	61 Broadway New York, NY 10006	Lease (Real Property)	7 month lease of space commencing 03/03/17	Expires 11/03/17
Stein, Daniel	475 E. 7 th Street, Apt. B4 New York, NY 10003	Proprietary Information and Inventions Agreement	Assignment of Inventions and confidentiality	N/A
Storm, Robert	126 Iroquois Lane Liverpool, NY 13088	Proprietary Information and Inventions Agreement	Assignment of Inventions and confidentiality	N/A
Verizon	915 Broadway 8 th Floor New York, NY 10010	Internet Service Agreement	36 month commitment commencing 02/03/16	Expires 02/03/19
Vikhlyantsev, Sergey	624 East 20 th Street Apt. 8F New York, NY 10009	Proprietary Information and Inventions Agreement	Confidentiality, and assignment and ownership of developments	N/A
Zamora, Adrian	4305 44 th St., Apt. 4L Sunnyside, NY 11104	Proprietary Information and Inventions Agreement	Assignment of Inventions and confidentiality	N/A

Schedule 5.5(a)
Existing Contracts

Name and address of all counterparties		Nature of Existing Contract	State the term remaining as of on or about the Petition Date	State what the Existing Contract is for and the nature of the Debtor's interest
Name	Address			
RXR 61 Broadway Owner LLC	61 Broadway New York NY 10006	License for use of office space	7 months - effective license through October 3 2017	License agreement for use of office space at 61 Broadway Suite 2710 New York NY 10006
East Coast Product	11 Rowena St Unit 1 Dorchester MA 02124	Vendor	8/25/2017 end date	HCS receives full time personnel to augment inhouse development and designers. Prices includes 3 developers and 1 Product Manager/Designer
IBM	11501 Burnet Road Austin Texas 78758-3400	Vendor	ends 12/31/17	HCS receives the right to use IBM Watson IoT/Bluemix Platform - the contract is being renegotiated for actual usage
Lease Corporation of America (LCA)	PO Box 72060 Cleveland OH 44192-2060	Lease	36 Month Financing Terms through March 2018	Leased Equipment
Mohsen Sarraf	32 Circle Drive Rumson NJ 07760	Consultant	month to month	Consultant performs services related to data science IP engineering and support in productization of HCS' technology.
Bryan Turo	3969 A 47th St Apt 2F Sunnyside NY 11104	Consultant	month to month	Consultant performs services related to office management market research and analysis
Axis Capital	PO Box 790094 St Louis MO 63179-0094	Lease	36 month Financing Terms through September 2018	Leased Equipment
Clark Construction Group LLC	7500 Old Georgetown Rd. Bethesda MD 20814	Customer	CONTRACT: 4 month VR Services started in March 2017	Virtual Reality Platform Services Contract
CSS	10-31 44th Dr. Long Island City New York 11101	Customer	CONTRACT: 6 months - start in June 2017 through November 2017	Customer Contract to deploy technology to improve safety and efficiency at CSS.
DPR Construction	11109 Sunset Hill Rd Ste 200 Reston VA 20190	Customer	CONTRACT: 8 months - scheduled start in July 2017	Customer Contract to deploy technology to improve safety and efficiency at DPR site/s.
TrueBlue	1015 A St #1200 Tacoma WA 98402	Customer	CONTRACT: 6 months - scheduled start July 2017	Customer Contract to improve safety and efficiency for TrueBlue sites.
JetBlue	118-29 Queens Blvd. Forest Hills NY 11375	Customer	PROPOSAL: 6 months - scheduled start July 2017	Customer Proposal to deploy technology to improve safety and efficiency for JetBlue's Airport Operations at John F. Kennedy Airport (JFK).
Western Growers	15525 Sand Canyon Ave Irvine CA 92618	Customer	PROPOSAL: 4 months - scheduled start August 2017	Customer Proposal to deploy technology to improve safety and efficiency for a field site.
Allergan	400 Interpace Pkwy Parsippany NJ 07054	Customer	PROPOSAL: 6 month pilot in 2017	Customer Proposal to deploy technology to improve safety and efficiency for a field site.
Turner	375 Hudson Street New York NY 10014	Customer	PROPOSAL: 6 months - earliest scheduled start June 2017	Customer Proposal to deploy technology to improve safety and efficiency for a construction project.
Mortenson Construction	700 Meadow Lane North Minneapolis MN 55422	Customer	PROPOSAL: 6 months - scheduled start in July and August 2017	Customer Proposal to deploy technology to improve safety efficiency and operations at Mortenson.
LendLease	200 Park Avenue 9th floor New York NY 10166	Customer	PROPOSAL: 6 months - scheduled start June 2017	Customer Proposal to deploy technology to improve safety efficiency and operations at LendLease.
Hawaiian Airlines	3375 Koapaka Street G-350 Honolulu HI 96819	Customer	PROPOSAL: 4 months - scheduled start September 2017	Customer proposal to deploy technology to improve safety and efficiency for the Honolulu Airport (HNL) and the Honolulu Air Cargo Facility.
University of Texas/Marsh	1166 Avenue of the Americas New York NY 10036	Customer	PROPOSAL: 6 months - in 2017	Customer Proposal to deploy technology to improve safety and efficiency for construction projects at the University of Texas (UT).
Gammon Construction Limited	28th Floor Devon House TaiKoo Place 979 King's Road Hong Kong	Customer	PROPOSAL: 2 day workshop in September / October 2017 and 9 month Pilot	Worksite Safety Consultancy and Pilot Proposal
Crestwood_US Salt	700 Louisiana Street Suite 2550 Houston TX 77002	Customer	CONTRACT: 8 month VR Services started in April through November 2017 and 8 months pilot proposal-earliest scheduled start July 2017	Customer Contract for VR Services and Customer Proposal to deploy technology to improve safety and efficiency at US Salt.
Nestle Corp	Packaging Competence Unit Head- Asia/Oceania NDC Singapore - 29 Quality Road 618102	Customer	PROPOSAL: 6 months - in 2017	Wearable technology pilot for 3 months
JDS Development Group	104 5th Ave New York NY 10011	Customer	Customer Proposal to deploy our emerging safety administration and worker sensor wearable technologies to improve worker safety and operational efficiency of your construction project at 9 Dekalb Avenue Brooklyn NY.	
Bechtel Global Corporation	12011 Sunset Hills Road Suite 110 Reston VA 20190	Customer	COMPLETED CONTRACT: One- time purchase in September 2016	Virtual Reality Platform Services Contract

Schedule 5.5(b)
Existing Leases

Name and address of all counterparties		Nature of Existing Lease	State the term remaining as of on or about the Petition Date	State what the Existing Lease is for and the nature of the Debtor's interest
Name	Address			
RXR 61 Broadway Owner LLC	61 Broadway, New York, NY 10006	License for use of office space	7 months - effective license through October 3, 2017	License agreement for use of office space at 61 Broadway, Suite 2710, New York, NY 10006

Schedule 5.6

None

Schedule 5.7(a)

None

Schedule 5.7(b)

Provisional Patent Application:					
Application Number	Filing or 371© Date	Title of Invention			
62/372,100	8/8/2016	METHODS AND SYSTEMS FOR DETECTING INJURY CONDITIONS			
Other Intellectual Property:					
Trade secrets and methods for measuring worker biometrics.					

Schedule 5.9

To the extent they insure any Purchased Assets, set forth herein are all existing insurance policies

Type of Insurance	Vendor Name	Policy Number	Policy Effective Date	Policy Expiration	Liability Limit	Deductible
Commercial General Liability*	One Beacon	7110146590002	12/17/16	12/17/17	\$6,510,000 00	n/a
Automobile Liability	One Beacon	7110146590002	12/17/16	12/17/17	\$1,000,000 00	n/a
Umbrella Liability	One Beacon	7110146590002	12/17/16	12/17/17	\$9,000,000 00	n/a
	AP Intego					
	Insurance Group	UB9G489554				
Workers Compensation and Employers Liability	LLC		11/01/16	11/01/2017	\$1,000,000 00	n/a
Professional/E&O	One Beacon	7600096720000	12/17/16	12/17/17	\$2,000,000 00	\$50,000 00
Directors & Officers	CNA	596634200	11/17/16	11/17/17	\$2,000,000 00	\$15,000 00

* Commercial General Liability includes the following coverage: Each occurrence \$1M, Damage to Rented Premises \$500k, Medical Exp \$10k, Personal & Advance Injury \$1M, General Aggregate 2M and Products-Comp/Op Agg 2M

Premiums by Vendor

Vendor	Original Annual	Payments Made Through 7/31/2017	Remaining Estimated Balances	Notes
One Beacon	25,008.98	16,699.25	4,597.90	Original Annual Premium on GL reduced when HCS moved to a smaller office space. Premium decreased by about \$4k.
AP Intego Insurance Group	4,843.00	4,513.06	329.94	The cost of the policy is dependant on how much employees are paid; remaining amount owed is an estimate.
CNA	8,521.00	6,404.75	2,137.25	\$7 processing fee charge per last 3 quarterly installment payments - Final Installment due 8/17/17.

Schedule 5.10

The Seller filed 2016 extensions for the following jurisdictions:

Federal

State

City

Schedule 5.11

Schedule C.11
Seller provided the Buyer with a copy of the Employee Benefits Plan on August 1, 2017

Benefits Report																	
Human Condition Safety, Inc.																	
61 Broadway Suite 2710																	
New York																	
10006																	
Last Name	First Name	Department	Employee Deduction (Employee Medical Insurance)	Company Contribution (Employee Medical Insurance)	Total (Employee Medical Insurance)	Employee Deduction (Employee Dental Insurance)	Company Contribution (Employee Dental Insurance)	Total (Employee Dental Insurance)	Employee Deduction (Dependents Medical Insurance)	Company Contribution (Dependents Medical Insurance)	Total (Dependents Medical Insurance)	Employee Deduction (Dependents Vision Insurance)	Company Contribution (Dependents Vision Insurance)	Total (Dependents Vision Insurance)	Employee Deduction (Employee Life Insurance)	Company Contribution (Employee Life Insurance)	Total (Employee Life Insurance)
Crisdo-Perez	Pablo	310 R&D	179.34	3500	3679.34	--	367.08	54.04	0	54.04	--	367.08	54.04	0	54.04	--	--
Foreman	Gary	310 R&D	2148.86	3500	5648.86	367.08	367.08	54.04	0	54.04	--	367.08	54.04	0	54.04	--	--
Zamora	Adrian	310 R&D	820.4	3500	4320.4	367.08	367.08	54.04	0	54.04	--	367.08	54.04	0	54.04	--	--
Martinez	Jennifer	310 R&D	2301.6	3500	5801.6	367.08	367.08	54.04	0	54.04	--	367.08	54.04	0	54.04	--	--
Pimply	Samriti	310 R&D	2148.86	3500	5648.86	367.08	367.08	54.04	0	54.04	--	367.08	54.04	0	54.04	--	--
Storm	Robert	310 R&D	2064.44	3500	5564.44	367.08	367.08	54.04	0	54.04	--	367.08	54.04	0	54.04	--	--
Seplanile	Reaves	310 R&D	1449.28	3500	4949.28	367.08	367.08	54.04	0	54.04	--	367.08	54.04	0	54.04	--	--
Vihantsev	Sergey	310 R&D	2064.44	3500	5564.44	367.08	367.08	54.04	0	54.04	--	367.08	54.04	0	54.04	--	--
Flors	Alex	310 R&D	2079.16	3500	5679.16	367.08	367.08	54.04	0	54.04	--	367.08	54.04	0	54.04	--	--
Alph	Joseph	310 R&D	3692.22	3500	7092.22	367.08	367.08	54.04	0	54.04	--	367.08	54.04	0	54.04	--	--
Mekhovish	Michael	310 R&D	647.08	3500	4147.08	367.08	367.08	54.04	0	54.04	--	367.08	54.04	0	54.04	--	--
Stain	Daniel	310 R&D	--	--	--	367.08	367.08	54.04	0	54.04	--	367.08	54.04	0	54.04	--	--
Ejler	Matthew	310 R&D	179.34	3500	3679.34	367.08	367.08	54.04	0	54.04	--	367.08	54.04	0	54.04	--	--
Dobbins	Ryan	310 R&D	1348.62	3500	4848.62	367.08	367.08	54.04	0	54.04	--	367.08	54.04	0	54.04	--	--
Bohn	Blake	101 G&A	2064.44	3500	5564.44	367.08	367.08	54.04	0	54.04	--	367.08	54.04	0	54.04	--	--
McArdle	Magdalena	101 G&A	2148.86	3500	5648.86	367.08	367.08	54.04	0	54.04	--	367.08	54.04	0	54.04	--	--
Wolyniec	Gregory	101 G&A	2148.86	3500	5648.86	367.08	367.08	54.04	0	54.04	--	367.08	54.04	0	54.04	--	--
Wolyniec	Totals	101 G&A	25586.42	54500	80986.42	5348.88	367.08	5715.96	787.44	54.04	141.48	17977.96	0	1571.08	141.68	0	0

Schedule 5.13

None