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- and -

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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
LUBBOCK DIVISION**

In re:	§	
	§	Chapter 11
LE-MAR HOLDINGS, INC., <i>et al.</i> , ¹	§	
	§	Case No. 17-50234-RLJ
Debtors.	§	
	§	Jointly Administered

**SUPPLEMENT TO DEBTORS’ EXPEDITED MOTION PURSUANT TO
BANKRUPTCY CODE SECTIONS 105(a), 363, AND 365, AND BANKRUPTCY RULES
2002, 6004, AND 6006, FOR ENTRY OF (I) AN ORDER (A) APPROVING SALE AND
BIDDING PROCEDURES IN CONNECTION WITH SALE OF SUBSTANTIALLY ALL
OF THE DEBTORS’ ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS,
ENCUMBRANCES, AND OTHER INTERESTS, (B) SCHEDULING A SALE HEARING,
(C) APPROVING THE FORM AND MANNER OF THE SALE, AUCTION, AND SALE
HEARING, AND (D) GRANTING RELATED RELIEF, AND (II) AN ORDER**

¹ The Debtors in these chapter 11 cases are: Le-Mar Holdings, Inc. (Case No. 17-50234-RLJ), Edwards Mail Service, Inc. (Case No. 17-50235-RLJ), and Taurean East, LLC (Case No. 17-50236-RLJ).

**APPROVING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS
(OR A SUBSET THEREOF)**

COMES NOW Le-Mar Holdings, Inc. ("Le-Mar"), Edwards Mail Services, Inc. ("EMS") and Taurean East, LLC ("Taurean" collectively with Le-Mar and EMS, the "Debtors") seeking to supplement Debtors' Expedited Motion Pursuant to Bankruptcy Code Sections 105(a), 363, and 365, and Bankruptcy Rules 2002, 6004, and 6006, for Entry of (I) an Order (A) Approving Sale and Bidding Procedures in Connection with Sale of Substantially all of the Debtors' Assets Free and Clear of all Liens, Claims, Encumbrances, and Other Interests, (B) Scheduling a Sale Hearing, (C) Approving the Form and Manner of the Sale, Auction, and Sale Hearing, and (D) Granting Related Relief, and (II) an Order Approving the Sale of Substantially all of the Debtors' Assets (or a Subset Thereof) (the "Motion") at Docket Nos. 754² by including a copy of the proposed Asset Sale Agreement, attached hereto as **Exhibit "1"**.

Dated: November 1, 2018
Dallas, Texas

UNDERWOOD PERKINS, P.C.

By: /s/ David L. Campbell
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- and -

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² The Motion is incorporated in full herein by this reference. All capitalized terms not defined herein shall have the meaning ascribed to them in the Motion.

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*Attorneys for the Debtors
and Debtors in Possession*

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of the *Supplement to Debtors' Expedited Motion Pursuant to Bankruptcy Code Sections 105(a), 363, and 365, and Bankruptcy Rules 2002, 6004, and 6006, for Entry of (I) an Order (A) Approving Sale and Bidding Procedures in Connection with Sale of Substantially all of the Debtors' Assets Free and Clear of all Liens, Claims, Encumbrances, and Other Interests, (B) Scheduling a Sale Hearing, (C) Approving the Form and Manner of the Sale, Auction, and Sale Hearing, and (D) Granting Related Relief, and (II) an Order Approving the Sale of Substantially all of the Debtors' Assets (or a Subset Thereof)*, have been electronically filed in the above captioned case with the Clerk of the United States Bankruptcy Court by using the CM/ECF system and copies were served on the parties who receive notice via the Court's ECF notification system.

Date: November 1, 2018

/s/ Eli D. Pierce
Eli D. Pierce

Exhibit "1"

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "**Agreement**"), dated as of _____, 2018 is entered into between _____, _____ ("**Seller**"), and _____, a _____ ("**Buyer**"). Capitalized terms used in this Agreement have the meanings given to such terms herein.

Recitals:

WHEREAS, Seller is engaged in the business of postal delivery and other associated services (the "**Business**"); and

WHEREAS, Seller filed for bankruptcy protection under Chapter 11 of Title 11 of the United States Code on September 17, 2017 in a case filed in the United States Bankruptcy Court for the Northern District of Texas, Lubbock Division (the "**Bankruptcy Court**") and assigned Case No. 17-50234 (the "**Bankruptcy Case**");

WHEREAS, Seller has been authorized to sell the Purchased Assets (as defined below) in the Bankruptcy Case, a copy of such order (the "**Procedures Order**") being attached hereto as **Exhibit A**;

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all the assets, and certain specified liabilities, of the Business, subject to the terms and conditions set forth herein;

WHEREAS, Seller's ability to consummate the transactions set forth in this Agreement are subject to, among other things, the entry of the Sale Order (as defined below) under, *inter alia*, Sections 363 and 365 of the United States Bankruptcy Code.

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

**ARTICLE I
PURCHASE AND SALE**

Section 1.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, convey, assign, transfer, and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title, and interest in, to, and under all of the tangible and intangible assets, properties, and rights of every kind and nature and wherever located (other than the Excluded Assets), which relate to, or are used or held for use in connection with, the Business (collectively, the "**Purchased Assets**"), on an "as is" and "where is" basis free and clear of all liens and encumbrances to the extent set forth in an order (the "**Sale Order**") of the Bankruptcy Court approving this Agreement, including the following:

- (a) the real property described in **Exhibit B** (the "**Real Property**");
- (b) all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts, and other inventories ("**Inventory**");
- (c) all contracts (the "**Assigned Contracts**") set forth on **Exhibit C** attached hereto;
- (d) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones, and other tangible personal property (the "**Tangible Personal Property**");
- (e) all prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, sums, and fees (including any such item relating to the payment of Taxes). The term "**Taxes**" means all federal, state, local, foreign, and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, withholding, payroll, employment, unemployment, excise, severance, stamp, occupation, premium, property (real or personal), customs, duties, or other taxes, fees, assessments, or charges of any kind whatsoever, together with any interest, additions, or penalties with respect thereto;
- (f) all of Seller's rights under warranties, indemnities, and all similar rights against third parties to the extent related to any Purchased Assets;
- (g) all insurance benefits, including rights and proceeds, arising from or relating to the Business, the Purchased Assets, or the Assumed Liabilities;

(h) originals or, where not available, copies, of all books and records, including books of account, ledgers, and general, financial, and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records, and data (including all correspondence with any federal, state, local, or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any arbitrator, court, or tribunal of competent jurisdiction (collectively, "**Governmental Authority**")), sales material and records, strategic plans and marketing, and promotional surveys, material, and research ("**Books and Records**"); and

(i) all goodwill and the going concern value of the Purchased Assets and the Business.

Section 1.02 Excluded Assets. Notwithstanding the foregoing, the Purchased Assets shall not include the following assets, properties, and rights (collectively, the "**Excluded Assets**"):

(a) All cash and cash equivalents;

(b) All accounts receivable held by Seller;

(c) Documents prepared in connection with this Agreement or the transactions contemplated hereby or relating to the Bankruptcy Case, tax returns, tax work papers, or tax records, and any documents Seller is required to retain, or that Seller determines are necessary or advisable to retain, including financial statements or corporate or other entity filings;

(d) Any contract that is not an Assigned Contract;

(e) All rights arising out of or related to those certain causes of action, including all pre-petition claims and causes of action, and Debtors-in-Possession's claims and causes of action under sections 502, 510, 542, 543, 544, 545, or 547 through 553 of the Bankruptcy Code and any other avoidance actions under the Bankruptcy Code or under similar or related state or federal statutes and common law (the "**Causes of Action**") of Seller; and

(f) _____

Section 1.03 Assumed Liabilities.

(a) Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform, and discharge only the following Liabilities of Seller (collectively, the "**Assumed Liabilities**"), and no other Liabilities:

(i) liabilities arising from the ownership and/or sale of the Purchased Assets, including all Transfer Taxes (as defined below);

(ii) liabilities under the Assigned Contracts, including, without limitation, the cure amounts related thereto, and the other obligations of Seller set forth on **Exhibit D** (the “**Assumed Carrier Obligations**”); and

(iii) liabilities arising out of or related to Seller’s employees under the WARN Act.

For purposes of this Agreement, “**Liabilities**” means liabilities, obligations, or commitments of any nature whatsoever, whether asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured, or otherwise.

(b) Notwithstanding any provision in this Agreement to the contrary, Buyer shall not assume and shall not be responsible to pay, perform, or discharge any Liabilities of Seller or any of its Affiliates of any kind or nature whatsoever other than the Assumed Liabilities (the “**Excluded Liabilities**”). For purposes of this Agreement: (i) “**Affiliate**” of a person means any other person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such person; and (ii) the term “**control**” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

Section 1.04 Purchase Price. The aggregate purchase price for the Purchased Assets shall be \$_____ (the “**Purchase Price**”), plus the assumption of the Assumed Liabilities. Buyer shall pay the Purchase Price by wire transfer to Seller of immediately available funds in accordance with the wire transfer instructions provided by Seller at or prior to Closing. The parties hereby acknowledge that Buyer has paid a deposit equal to five percent (5%) of the total Purchase Price to Seller (the “**Deposit**”), which shall be applied to the Purchase Price at Closing.

Section 1.05 Allocation of Purchase Price. The Purchase Price and the Assumed Liabilities shall be allocated among the Purchased Assets for all purposes (including Tax and financial accounting) as shown on the following allocation schedule (the “**Allocation Schedule**”):

_____.

The Allocation Schedule shall be prepared in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended. Buyer and Seller shall file all returns, declarations, reports, information returns and statements, and other documents relating to Taxes (including amended returns and claims for refund) (“**Tax Returns**”) in a manner consistent with the Allocation Schedule.

Section 1.06 Third Party Consents. To the extent that Seller's rights under any Purchased Asset may not be assigned to Buyer without the consent of another person which has not been obtained, this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof or be unlawful, and Seller shall use its commercially reasonable efforts to obtain any such required consent(s) as promptly as possible, but shall not be required to expend any funds in doing so.

Section 1.07 References to Seller. In the event Seller consists of more than one party, references to rights in Purchased Assets to be transferred by Seller shall be deemed to mean only property owned by such party comprising Seller. In addition, the obligations of the parties comprising Seller hereunder shall be several and not joint.

ARTICLE II CLOSING

Section 2.01 Closing. Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at _____ at ____ p.m. on _____, 2018, or at such other time or place or in such other manner as Seller and Buyer may mutually agree upon in writing. The date on which the Closing is to occur is herein referred to as the "**Closing Date**."

Section 2.02 Closing Deliverables.

- (a) At the Closing, Seller shall deliver to Buyer the following:
 - (i) wire transfer instructions;
 - (ii) a Deed Without Warranty transferring title to Seller's interest in the Real Property in the form set forth on **Exhibit E**;
 - (iii) a Bill of Sale in the form of **Exhibit F** attached hereto (the "**Bill of Sale**") and duly executed by Seller, transferring title of all Seller's interest in the Tangible Personal Property and the Inventory included in the Purchased Assets to Buyer;
 - (iv) an Assignment and Assumption Agreement in the form of **Exhibit G** attached hereto (the "**Assignment and Assumption Agreement**") and duly executed by Seller, effecting the assignment to and assumption by Buyer of the Assigned Contracts and the Assumed Liabilities; and
 - (v) such other customary instruments of transfer or assumption, filings, or documents, in form and substance reasonably satisfactory to Seller and Buyer, as may be required to give effect to the transactions contemplated by this Agreement.

- (b) At the Closing, Buyer shall deliver to Seller the following:
- (i) the Purchase Price and documentation of the wiring of same;
 - (ii) the Assignment and Assumption Agreement duly executed by Buyer; and
 - (iii) a certificate of the Secretary (or equivalent officer) of Buyer certifying as to (A) the resolutions of the board of directors of Buyer, which authorize the execution, delivery, and performance of this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby and thereby, and (B) the names and signatures of the officers of Buyer authorized to sign this Agreement and the other Transaction Documents; and
 - (iv) such other customary instruments of transfer or assumption, filings, or documents, in form and substance reasonably satisfactory to Seller and Buyer, as may be required to give effect to the transactions contemplated by this Agreement.

(c) The agreements, instruments, and documents required to be delivered in connection with this Agreement or at the Closing are collectively referred to as the “Transaction Documents” herein.

Section 2.03 Conditions to Closing.

(a) The obligations of each party to this Agreement to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver, at or prior to the Closing, of each of the following conditions:

(i) **Accuracy of Representations.** Each of the representations and warranties of the other party contained in this Agreement shall be true and correct as of the date hereof and as of the Closing Date.

(ii) **Performance.** The other party shall have performed and complied with in all material respects the covenants and agreements that such party is required to perform or comply with pursuant to this Agreement.

(iii) **No Injunction.** No court of competent jurisdiction shall have enacted, issued, promulgated or entered any order which is in effect and has the effect of making illegal or prohibiting the consummation of the transactions contemplated by this Agreement.

(iv) **Sale Order.** The Bankruptcy Court shall have entered the Sale Order and the Sale Order shall have become a final order not subject to appeal or stay.

(b) Frustration of Closing Conditions. No party may rely on the failure of any condition set forth in Section 2.03 if such failure was caused by such party's failure to comply with any provision of this Agreement.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that the statements contained in this ARTICLE III are true and correct as of the date hereof.

Section 3.01 Organization and Authority of Seller. Seller is duly organized, validly existing, and in good standing under the laws of the State of Texas. Seller's execution and delivery of this Agreement is authorized by the Court Order.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this ARTICLE IV are true and correct as of the date hereof.

Section 4.01 Organization and Authority of Buyer. Buyer is duly organized, validly existing, and in good standing under the laws of the State of _____. Buyer has full corporate power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any other Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder, and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement and the Transaction Documents constitute legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms.

Section 4.02 No Conflicts; Consents. The execution, delivery, and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or conflict with any provision of the certificate of formation, bylaws, or other organizational documents of Buyer; (b) violate or conflict with any provision of any Law or Governmental Order applicable to Buyer; or (c) require the consent, notice, declaration, or filing with or other action by any person or require any permit, license, or Governmental Order.

Section 4.03 Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

Section 4.04 Legal Proceedings. There are no claims, actions, causes of action, demands, lawsuits, arbitrations, inquiries, audits, notices of violation, proceedings, litigation,

citations, summons, subpoenas, or investigations of any nature, whether at law or in equity (collectively, "**Actions**") pending or, to Buyer's knowledge, threatened against or by Buyer that challenge or seek to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

ARTICLE V COVENANTS

Section 5.01 Transfer Taxes. All sales, use, registration, and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents, if any, shall be borne and paid by Buyer when due. Buyer shall, at its own expense, timely file any tax return or other document with respect to such Taxes or fees. Notwithstanding any other provisions in this Agreement, to the fullest extent permitted by law, Buyer and Seller hereby waive compliance with all "bulk sales," "bulk transfer" and similar laws that may be applicable with respect to the sale and transfer of any or all of the Purchased Assets to Buyer. Buyer shall not make or permit its affiliates to make any tax-related elections with respect to the Purchased Assets (including any election under Section 338 of the Code) that could have an adverse impact on Seller without the advance written consent of Seller.

Section 5.02 Seller Operations. Except (a) as contemplated by this Agreement, (b) with the prior written consent of Buyer (which shall not be unreasonably withheld, conditioned or delayed), (c) as required by, arising out of, relating to, or resulting from the United States Bankruptcy Code, the Bankruptcy Case (including any debtor-in-possession financing and/or cash collateral order related thereto), or the Bankruptcy Court, or (d) as otherwise required by law, Seller agrees that after the date hereof and prior to the Closing Date, Seller shall use commercially reasonable efforts to operate in the ordinary course of business as conducted during the Bankruptcy Case.

Section 5.03 Buyer Efforts.

(a) Buyer, on behalf of itself and its affiliates, covenants and agrees to exercise due diligence, good faith, and its best, immediate, and bona fide efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with Seller in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the transactions contemplated hereby, including using best efforts to (i) cause the conditions of Buyer set forth in Section 2.03 to be satisfied as soon as possible after the date hereof, (ii) obtain all necessary consents and approvals of any governmental authority or third party and the making of all necessary registrations, declarations and filings with any governmental authority or third party as soon as possible after the date hereof, (iii) defend any actions, suits or proceedings challenging this Agreement or the transactions contemplated hereby, including seeking to have any stay or temporary restraining order entered by any court or other governmental authority vacated or reversed as soon as possible after entry thereof, (iv) execute or deliver any additional instruments necessary to consummate the transactions contemplated hereby and to fully carry out the intents and purposes of this Agreement as soon as possible after the date hereof, and (v) take such actions as are

reasonably requested by Seller to obtain entry of the Sale Order, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court.

(b) Buyer and its affiliates (i) shall promptly inform Seller of any communication from any governmental authority concerning this Agreement, the transactions contemplated hereby, and any filing, notification or request for approval and (ii) shall permit Seller to review in advance any proposed written or material oral communication or information submitted to any such governmental authority in response thereto and shall discuss and attempt to reasonably account for any comments or suggestions of Seller. In addition, Buyer and its affiliates shall not agree to participate in any meeting with any governmental authority in respect of any filings, investigation or other inquiry with respect to this Agreement or the transactions contemplated hereby, unless Buyer consults with Seller in advance and, to the extent not prohibited by any such governmental authority, gives Seller the opportunity to attend and participate thereat, in each case to the maximum extent practicable. Subject to any restrictions under applicable laws, rules or regulations, Buyer and its affiliates shall furnish Seller with copies of all correspondence, filings and communications (and memoranda setting forth the substance thereof) between it and its affiliates and their respective representatives on the one hand, and the governmental authority or members of its staff on the other hand, with respect to this Agreement, the transactions contemplated hereby or any such filing, notification or request for approval. In carrying out its obligations under this Section 5.03(b), subject to applicable law, Buyer and its affiliates shall not submit or otherwise provide any information to such governmental authority without first having provided a reasonable opportunity to Seller and its counsel to comment upon such information.

(c) Neither Buyer nor any of its affiliates shall enter into any agreement that would have the effect of delaying the consummation of any action contemplated by this Agreement without the written consent of Seller. Neither Buyer nor any of its affiliates shall take any action or acquire any assets or securities of any other person or entity or agree to acquire assets or securities of any other person or entity if such action, acquisition or agreement would reasonably be expected to impair Buyer's ability to consummate the transactions contemplated hereby. Buyer and its affiliates shall offer and consent to, and thereafter implement, any of the following measures if doing so is necessary to enable the parties to avoid, resolve, or lift an order, action, suit or proceeding or to obtain any approval of a governmental authority to consummate the transactions contemplated by this Agreement: (i) make any payment to any governmental authority as required by applicable law or the terms of any governmental grant, authorization or permit, (ii) sell, license, assign, transfer, divest, hold separate or otherwise dispose of any assets, business or portion of business of Buyer, its affiliates, or any of the Purchased Assets, (iii) conduct, restrict, operate, invest or otherwise change the assets, business or portion of business of Buyer, its affiliates, or any of the Purchased Assets, or (iv) impose any restriction, requirement or limitation on the operation of the business or portion of the business of Buyer, its affiliates or any of the Purchased Assets.

(d) Buyer acknowledges that Buyer must provide adequate assurance of future performance under the Purchased Contracts to be assigned by Seller to Buyer at the Closing. Buyer agrees that it will promptly take such actions as are reasonably requested

by Seller to assist in obtaining the entry of the Sale Order and a finding by the Bankruptcy Court of adequate assurance of future performance by Buyer.

Section 5.04 Accounts Receivable of Seller. Seller's accounts receivable shall remain the sole property of Seller. Buyer agrees to accept payment on account of such accounts receivable if and to the extent tendered to Buyer and to remit promptly said payments to Seller and to cooperate with Seller in the collection of said accounts receivable.

ARTICLE VI TERMINATION

Section 6.01 Termination Events. Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated at any time prior to the Closing Date:

(a) by mutual written consent of Seller and Buyer;

(b) by either Seller or Buyer:

(i) if a court of competent jurisdiction shall have issued a final, non-appealable order permanently prohibiting the transactions contemplated by this Agreement; provided that such right to terminate shall not be available to a party whose breach of its representations, warranties, covenants or agreements contained herein was the primary cause of such order;

(ii) if the Sale Order is vacated (provided that such right to terminate shall not be available to a party whose breach of its representations, warranties, covenants or agreements contained herein was the primary cause of the vacation of the Sale Order); or

(iii) if the Closing shall not have occurred by the close of business on December 31, 2018 (the "Outside Date") (provided that such right to terminate shall not be available to a party whose breach of its representations, warranties, covenants, or agreements contained herein was the primary cause of the Closing not occurring on or prior to the Outside Date).

(c) by Buyer, in the event of any breach by Seller of its agreements, covenants, representations, and/or warranties contained in this Agreement (provided such breach would result in the failure of a condition set forth in Section 2.03 to be satisfied), and either such breach is incapable of being cured, or, if capable of being cured, the failure of Seller to cure such breach by the date that is twenty (20) business days after receipt of written notice of such breach by Buyer; provided that the right to terminate this Agreement pursuant to this Section 6.01(c) shall not be available to Buyer if Buyer is in breach of its representations, warranties, covenants or agreements contained in this Agreement; or

(d) by Seller (including, for sake of clarity, by any party comprising Seller, if more than one):

(i) in the event of any breach by Buyer of its agreements, covenants, representations, and/or warranties contained in this Agreement (provided such breach would result in the failure of any condition set forth in Section 2.03 to be satisfied), and either such breach is incapable of being cured, or, if capable of being cured, the failure of Buyer to cure such breach by the date that is five (5) business days after receipt of written notice of such breach by Seller;

(ii) if the Sale Order has been entered and (1) Seller has provided Buyer with written notice that Seller is prepared to consummate the transactions contemplated by this Agreement, (2) Buyer's conditions to Closing in Section 2.03 have been satisfied (or waived by Buyer), other than those conditions that by their nature can only be satisfied at the Closing, and (3) the Closing does not occur within one (1) business day of Seller providing Buyer with such notice;

(iii) if Seller (including, for the sake of clarity, any party comprising Seller, if more than one) determines that termination of this Agreement is or could reasonably be expected to be required in the exercise of the Seller's fiduciary duties.

Section 6.02 Procedure Upon Termination. In the event of a termination of this Agreement pursuant to Section 6.01, the terminating party shall provide written notice thereof to the other parties, and this Agreement will terminate as described in Section 6.03.

Section 6.03 Effect of Termination. In the event of a termination of this Agreement pursuant to Section 6.01, then each of the parties will be relieved of its duties and obligations arising under this Agreement after the date of such termination and there will be no liability or obligation on Buyer or Seller, except that the provisions of Article IV, Article VII, and Article VIII will survive any such termination and will be enforceable; provided that for the avoidance of doubt, in the event of a breach by Buyer of this Agreement (regardless of whether or not this Agreement is terminated), Seller shall be entitled to obtain from Buyer all damages, losses, liabilities, fees, expenses, taxes, and other charges incurred by Seller that arise out of or relate to any such breach by Buyer, including indirect, consequential, special, punitive, and exemplary damages, lost profits, and loss in value based on multiple of earnings and including any such damages, losses, liabilities, fees, expenses, taxes, and other charges. Without limiting the generality of the foregoing, in the event of a termination by Seller pursuant to Section 6.01(d)(i) or Section 6.01(d)(ii) above, Seller shall retain the Deposit and may pursue any other remedies available at law or in equity. In the event of a termination prior to Closing pursuant to Section 6.01(a), Section 6.01(b), Section 6.01(c), or Section 6.01(d)(iii), the Deposit will be returned to Buyer (unless at the time of termination Buyer is in breach of this Agreement, in which case it will be retained by Seller).

ARTICLE VII INDEMNIFICATION

Section 7.01 Survival. All representations, warranties, covenants, and agreements of Buyer contained herein and all related rights to indemnification shall survive the Closing, but those of Seller shall not survive.

Section 7.02 Indemnification by Buyer. Subject to the other terms and conditions of this ARTICLE VI, Buyer shall indemnify and defend each of Seller and its Affiliates and their respective representatives and agents (collectively, the "**Seller Indemnitees**") against, and shall hold each of them harmless from and against, any and all losses, damages, liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees (collectively, "**Losses**"), incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, or with respect to:

- (a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement, any other Transaction Document, or any schedule, certificate, or exhibit related thereto, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date;
- (b) any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Buyer pursuant to this Agreement; or
- (c) any Assumed Liability.

Section 7.03 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the party entitled to indemnification (the "**Indemnified Party**") shall promptly provide written notice of such claim to the Buyer. In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a person who is not a party to this Agreement, Buyer, at its sole cost and expense and upon written notice to the Indemnified Party, shall assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense. If Buyer does not assume the defense of any such Action as required above, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including settling such Action, after giving notice of it to Buyer, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve Buyer of its indemnification obligations herein provided with respect to any damages resulting therefrom. Buyer shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld or delayed).

Section 7.04 Cumulative Remedies. The rights and remedies provided in this ARTICLE VI are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

ARTICLE VIII MISCELLANEOUS

Section 8.01 Expenses. Except as expressly set forth herein, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 8.02 Notices. All notices, claims, demands, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8.02):

If to Seller: _____

Facsimile: _____
Email: _____
Attention: _____

With a copy to: _____

Facsimile: _____
Email: _____
Attention: _____

If to Buyer: _____

Facsimile: _____
Email: _____
Attention: _____

With a copy to: _____

Facsimile: _____
Email: _____
Attention: _____

Section 8.03 Interpretation; Headings. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party

drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 8.04 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement.

Section 8.05 Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents and the Exhibits, the statements in the body of this Agreement will control. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY ASSETS PURCHASED OR LIABILITIES ASSUMED HEREUNDER, AND PURCHASER ENTERS INTO THIS TRANSACTION ON AN AS-IS BASIS. PURCHASER HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN, BUT INSTEAD UPON ITS OWN JUDGMENT.

Section 8.06 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 8.07 Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

Section 8.08 Governing Law; Submission to Jurisdiction. Except to the extent of the mandatory provisions of the Bankruptcy Code, this Agreement shall be construed in accordance with the laws of the State of Texas without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Texas applicable hereto. Without limiting any party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, other than disputes subject to a dispute resolution procedure specifically and expressly set forth in this Agreement, and (ii) any and all claims related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such proceeding. The parties consent to

service of process by mail in accordance with the notice provisions of this Agreement or any other manner permitted by law. THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLER OR BUYER OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

Section 8.09 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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

Buyer:

By: _____

Printed Name: _____

Title: _____

Seller:

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
PROCEDURES ORDER

EXHIBIT B
REAL PROPERTY DESCRIPTION

EXHIBIT C
ASSIGNED CONTRACTS

EXHIBIT D
ASSUMED CARRIER OBLIGATIONS

EXHIBIT E

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

DEED WITHOUT WARRANTY

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
 COUNTY OF _____ §

_____, duly existing under the laws of the State of _____, hereinafter referred to as “**Grantor**,” whose address is _____, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to Grantor by Grantee herein named, the receipt and sufficiency of which is hereby acknowledged, has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to _____, duly existing under the laws of the State of _____, hereinafter referred to as “**Grantee**,” whose address is _____, all of the following described real estate situated in _____ County, Texas, to wit: _____ (the “Property”).

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the above named Grantee and Grantee’s heirs, successors and assigns forever; provided, however that Grantor does not warrant its title to the Property and the conveyance is made without warranty of title, whether express or implied. Grantor expressly disclaims, excepts and excludes any and all warranties of title or otherwise from this conveyance, including, without limitation, any warranties arising under common law or under Section 5.023 of the Texas Property Code (or its successor) or any other statute.

Dated this ___ day of _____, 2018.

GRANTOR:

By: _____

Printed Name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, on this day, personally appeared _____, known to me, or proved to me on the oath through his driver’s license to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated and on behalf of _____.

Given under my hand and seal of office, this ___ day of _____, 2018.

(Seal)

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

EXHIBIT F
BILL OF SALE

DATE: _____, 2018

SELLER: _____

SELLER'S MAILING ADDRESS:

BUYER: _____

BUYER'S MAILING ADDRESS:

CONSIDERATION:

The consideration set forth in that certain Asset Purchase Agreement (the "Agreement") dated effective _____, 2018.

PROPERTY:

All Seller's rights, title, and interest in the Inventory and Tangible Personal Property (as those terms are defined in the Agreement).

For value received, Seller sells and delivers all Seller's right, title, and interest in the Property to the Buyer. This Bill of Sale is made in connection with the Agreement and is subject to the terms and conditions of same.

SELLER:

By: _____

Printed Name: _____

Title: _____

EXHIBIT G

Assignment and Assumption Agreement

This **Assignment and Assumption Agreement** ("**Agreement**") dated as of _____ ("**Effective Date**"), is entered into by and between _____ ("**Assigning Party**") and _____ ("**Assuming Party**").

WHEREAS, Assigning Party desires to assign to Assuming Party all of its rights to, and to delegate to Assuming Party all of its obligations under, the "**Assigned Contracts**" as defined in that certain Asset Purchase Agreement dated effective _____, 2018 (the "**Purchase Agreement**").

WHEREAS, Assuming Party desires to accept such assignment of rights and to assume all such obligations under the Assigned Contracts.

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

1. **Assignment.** Assigning Party irrevocably sells, sets over, assigns, grants, conveys, transfers, and delivers to Assuming Party, its successors and assigns, all of Assigning Party's right, title, and interest in and to the Assigned Contracts.
2. **Assumption.** Assuming Party unconditionally accepts such assignment and assumes all of Assigning Party's duties, liabilities, and obligations under the Assigned Contracts, and agrees to pay, perform, and discharge, as and when due, all of the obligations of Assigning Party under the Assigned Contracts.

This Assignment and Assumption Agreement is made and entered into pursuant to, and is subject to the Agreement.

Effective as of _____, 2018.

Assigning Party:

Assuming Party:

By: _____

By: _____

(Signature)

(Signature)

By: _____

By: _____

(Printed Name & Title)

(Printed Name & Title)