

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

In re: MAXUS ENERGY CORPORATION, <i>et al.</i> , ¹ <div style="text-align: right;">Debtors.</div>))))))))	Chapter 11 Case No. 16-11501 (CSS) Jointly Administered Hearing Date: April 6, 2017 at 11:00 a.m. (ET) Objection Deadline: March 30, 2017 at 4:00 p.m. (ET)
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**DEBTORS’ MOTION FOR ORDER PURSUANT TO SECTIONS 363 AND 105 OF THE
BANKRUPTCY CODE AND RULES 2002 AND 6004 OF THE FEDERAL RULES OF
BANKRUPTCY PROCEDURE APPROVING AND AUTHORIZING THE SALE OF
THE DEBTORS’ INTERNET ADDRESSES TO EOLO SpA FREE AND
CLEAR OF ALL LIENS, INTERESTS, CLAIMS AND ENCUMBRANCES
AND WAIVING THE REQUIREMENTS OF BANKRUPTCY RULE 6004(h)**

The above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), respectfully submit this motion (the “Motion”) for an order pursuant to sections 363 and 105 of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), approving and authorizing the sale of the Debtors’ Internet Addresses (as defined below) to EOLO SpA (the “Purchaser”) free and clear of all liens, interests, claims and encumbrances and waiving the requirements of Bankruptcy Rule 6004(h). In support of the Motion, the Debtors respectfully represent as follows:

PRELIMINARY STATEMENT

In connection with the Debtors’ continuing efforts to maximize the value of their assets, the Debtors, through their agent, Hilco IP Services LLC d/b/a Hilco Streambank (“Streambank”), have solicited interest in purchasing one /16 legacy block of 65,536 IPv4 Internet Protocol

¹ The Debtors in the above-captioned chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Maxus Energy Corporation (1531), Tierra Solutions, Inc. (0498), Maxus International Energy Company (7260), Maxus (U.S.) Exploration Company (2439), and Gateway Coal Company (7425). The address of each of the Debtors is 10333 Richmond Avenue, Suite 1050, Houston, Texas 77042.

Numbers (the “Internet Addresses”) owned by Maxus Energy Corporation (“Maxus”). Streambank obtained an offer from the Purchaser to acquire the Internet Addresses for \$720,896.00, or \$11 per address. The Debtors believe that this represents an excellent result, and is the highest and best offer the Debtors obtained. Accordingly, the Debtors respectfully request that this Court enter an order approving and authorizing the sale of the Internet Addresses (the “IA Sale”) to the Purchaser, free and clear of all liens, interests, claims, and encumbrances and waiving the requirements of Bankruptcy Rule 6004(h).

BACKGROUND

1. On June 17, 2016 (the “Commencement Date”), each of the Debtors commenced a voluntary case under the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the “Court”). The Debtors are authorized to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Debtors’ cases are jointly administered pursuant to Bankruptcy Rule 1015(b).

2. On July 7, 2016, the Office of the United States Trustee appointed the official committee of unsecured creditors (the “Committee”).³ On December 16, 2016, the U.S. Trustee appointed an official committee of retirees pursuant to section 1114 of the Bankruptcy Code (the “Retiree Committee,” and together with the Committee, the “Official Committees”). No party has requested the appointment of a trustee or examiner in these chapter 11 cases.

3. A detailed description of the Debtors and their business is set forth in the *Declaration of Javier J. González in Support of Chapter 11 Petitions and Requests for First Day Relief* filed on June 18, 2016 [Docket No. 2].

JURISDICTION

4. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The predicates for the relief sought herein are sections 332, 363 and 105 of the Bankruptcy Code and Bankruptcy Rules 2002 and 6004.

BACKGROUND

A. Retention of Hilco Streambank.

5. On November 30, 2016, the Debtors filed their Application *to Employ/Retain Hilco Streambank as Broker for the Debtors* [Docket No. 602] (the “Application”). The Debtors filed the Application to facilitate an expeditious and profitable sale of the Internet Addresses, and the Debtors determined that Streambank was the broker who could properly market and attract qualified buyers. The Engagement Agreement between Streambank and the Debtors contemplated that Streambank would “develop and execute a sales and marketing program designed to elicit proposals to acquire the [Internet] Addresses from qualified acquirers.” *Id.* On December 15, 2016, the Court entered the *Order Authorizing the Retention and Employment of Hilco Streambank as Broker for the Debtors Nunc Pro Tunc to November 4, 2016* [Docket No. 631].

B. The Internet Addresses.

6. The Internet Addresses consist of one /16 legacy block of 65,536 IPv4 Internet Protocol Numbers. Computers and their devices, to connect to the internet, require unique internet addresses. The current Internet Address pool is IPv4 (that stands for version 4), which addresses consist of 32 bits – limiting the number of available Internet Addresses to 4.3 Billion. IPv4 addresses have been depleted and availability is scarce. A new version IPv6 has emerged that will make availability almost infinite. However, until IPv6 is fully transitioned, there is still

a need for IPv4 addresses. *See* Declaration of Jack Hazan in Support of the Motion (“Hazan Decl.”), filed contemporaneously herewith, ¶ 2.

7. Streambank, the Debtors’ agent, publicized the sale through targeted direct marketing to key potential purchasers, including ISPs, network service providers, colocation centers, domain registries, and hardware/software providers, and by email to thousands of additional targeted potential buyers. Ultimately, Streambank received interest from a number of parties with offers ranging from \$6 per address to the \$11 per address offer received from the Purchaser. *Id.*, ¶ 3.

8. On or about March 10, 2017, Maxus reached an agreement with the Purchaser for the purchase of the Internet Addresses for \$720,896.00, or \$11 per Internet Address.² The Purchaser will deposit with Streambank \$72,089.60, or 10% of the purchase price. The closing of the IA Sale is subject to, among other things, transfer approval by ARIN (as defined below) and approval by the Debtors’ DIP Lender and this Court. *Id.*, ¶ 4.

9. Additionally, the market for these Internet Addresses is limited because (a) a buyer must qualify as a purchaser through its regional internet registry (“RIR”), and (b) many parties who often participate in this market were reluctant to participate in a sale process where the purchaser and price paid would be revealed to the public. *Id.*, ¶ 3.

10. Given the foregoing, the Debtors believe that the price to be paid by the Purchaser represents the highest and best price for the Internet Addresses. *Id.*, ¶ 5.

C. ARIN.

11. Since late 1997, internet addresses in North America are distributed and administered through the American Registry of Internet Numbers (“ARIN”). The address blocks

² The Purchaser is not an “insider” (as that term is defined in section 101 (31) of the Bankruptcy Code) of any of the Debtors.

being sold were acquired by the Debtors before ARIN's appointment, which results in the classification of the block as a "legacy block." In any event, the block of Internet Addresses is registered in ARIN's database, and the IA Sale is subject to approval of the transfer by ARIN in accordance with its transfer policies. Additionally, the buyer is located in Italy, which is governed by the RIPE (The Réseaux IP Européens Network Coordination Centre) internet registry. Accordingly, the transfer will be subject to RIPE approval as well.

RELIEF REQUESTED

12. By this Motion, the Debtors request the entry of an order (the "IA Sale Order") approving and authorizing the sale of the Internet Addresses to the Purchaser free and clear of all liens, interests, claims, and encumbrances and waiving the requirements of Bankruptcy Rule 6004. A copy of the proposed IA Sale Order is annexed hereto as **Exhibit A**.

ARGUMENT

A. The Court Should Approve The Relief Requested As A Sound Exercise Of The Debtors' Business Judgment.

13. The Debtors are in the midst of liquidating their assets. Maxus agreed to a sale to the Purchaser, which the Debtors believe, within the scope of their business judgment, represents the highest and best offer for the Internet Addresses.

14. Section 363(b)(1) of the Bankruptcy Code provides, in pertinent part, that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). To sell property under section 363(b), the Debtors must demonstrate to the Court a legitimate business justification for the proposed action. *See Committee of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983). "Where the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not

entertain objections to the debtor's conduct." *Comm. of Asbestos-Related Litigants v. Johns-Manville Corp. (In re Johns-Manville Corp.)*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986). When a valid business justification exists, the law vests the debtor's decision to use property out of the ordinary course of business with a strong presumption that "in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company." *In re Integrated Res., Inc.*, 147 B.R. at 656 (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)).

15. The Debtors believe that sale of the Internet Addresses to the Purchaser as requested herein will allow the Debtors to maximize the value of the Internet Addresses. Moreover, given the thorough marketing process and the fact that the sale is in the high range of pricing of Internet Addresses in blocks of this size, the Debtors believe that the price to be paid to the Debtors by the Purchaser in exchange for the Internet Addresses represents the highest and best value for the Internet Addresses.

**B. Sale Free And Clear Of Liens, Claims, Encumbrances,
And Interests And Distribution Of Proceeds.**

16. The Debtors seek to sell the Internet Addresses free and clear of all liens, claims, encumbrances, and other interests (collectively, "Interests"), other than as to certain rights of ARIN as explained above. Section 363(f) of the Bankruptcy Code permits a debtor to sell property free and clear of another party's interest in the property if: (a) applicable non-bankruptcy law permits such a "free and clear" sale; (b) the holder of the interest consents; (c) the interest is a lien and the sale price of the property exceeds the value of all liens on the property; (d) the interest is in bona fide dispute; or (e) the holder of the interest could be compelled in a legal or equitable proceeding to accept a monetary satisfaction of its interest. *See* 11 U.S.C. § 363(f). Courts have interpreted the requirements of Section 363(f) to be disjunctive.

In Re Elliot, 94 B.R. 343 (Bankr. E. D. Pa. 1988). Accordingly, if any of the five conditions set forth in section 363(f) are met, then a debtor is empowered to sell property free and clear of liens. *Id.*

17. The sale of the Internet Addresses to the Purchaser will satisfy the requirements of section 363(f). All relevant parties will have sufficient notice and the ability to object to this motion. Accordingly, if a party with an interest in the Internet Addresses does not timely object to a transaction in accordance with the proposed procedures, the Debtors submit that such party should be deemed to have consented to the Sale within the meaning of section 363(f)(2) of the Bankruptcy Code. *See Hargrave v. Township of Pemberton (In re Tabone, Inc.)*, 175 B.R. 855, 858 (Bankr. D.N.J. 1994) (failure to object to sale free and clear of liens, claims and encumbrances satisfies section 363(f)(2)).

C. Relief Under Bankruptcy Rule 6004(h).

18. Bankruptcy Rule 6004(h) provides that an “order authorizing the use, sale, or lease of property . . . is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.”

19. The Purchaser has expressed significant interest in closing the transaction as soon as practicable. Due to such facts and the posture of the Debtors’ bankruptcy cases in general, the Debtors request that the IA Sale Order be effective immediately by providing that the 14-day stay under Bankruptcy Rule 6004(h) is waived.

NOTICE

20. Notice of this Motion will be given to the following parties, or in lieu thereof, to their counsel: (a) the U.S. Trustee; (b) the Creditors’ Committee; (c) the Retiree Committee; (d) YPF and YPF Holdings, Inc.; (e) OCC; (f) the Internal Revenue Service; (g) the Environmental Protection Agency; (h) the U.S. Department of Justice; (i) the New Jersey

Department of Environmental Protection and other applicable state environmental agencies; (j) the offices of the attorneys general for the states in which the Debtors operate; (k) the Pension Benefit Guaranty Corporation; (l) all parties who are known to assert a security interest in, lien on or claim against any of the Internet Addresses, if any; (m) ARIN; (n) RIPE; and (o) all parties that have requested notice in the chapter 11 cases pursuant to Bankruptcy Rule 2002. In addition, the Debtors will provide an electronic copy of this Motion to buyers previously identified by Streambank. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

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WHEREFORE the Debtors respectfully request that this Court (i) enter the IA Sale Order, in substantially the form attached hereto as Exhibit A, and (ii) grant such other and further relief as the Court deems just and proper.

Dated: March 16, 2017
Wilmington, DE

/s/ Joseph M. Barry

M. Blake Cleary (No. 3614)
Joseph M. Barry (No. 4221)
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*Counsel for Debtors
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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	Chapter 11
)	
MAXUS ENERGY CORPORATION, <i>et al.</i> , ¹)	Case No. 16-11501 (CSS)
)	
Debtors.)	Jointly Administered
)	
)	Objection Deadline: March 30, 2017, at 4:00 p.m. (ET)
)	Hearing Date: April 6, 2017, at 11:00 a.m. (ET)

NOTICE OF MOTION

TO: (A) THE U.S. TRUSTEE; (B) THE CREDITORS' COMMITTEE; (C) THE RETIREES' COMMITTEE; (D) YPF S.A. AND YPF HOLDINGS, INC.; (E) OCCIDENTAL CHEMICAL CORPORATION; (F) THE INTERNAL REVENUE SERVICE; (G) THE ENVIRONMENTAL PROTECTION AGENCY; (H) THE U.S. DEPARTMENT OF JUSTICE; (I) THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE OTHER APPLICABLE STATE ENVIRONMENTAL AGENCIES; (J) THE OFFICES OF THE ATTORNEYS GENERAL FOR THE STATES IN WHICH THE DEBTORS OPERATE; (K) THE PENSION BENEFIT GUARANTY CORPORATION; (L) ALL PARTIES WHO ARE KNOWN TO ASSERT A SECURITY INTEREST IN, LIEN ON OR CLAIM AGAINST ANY OF THE INTERNET ADDRESS, IF ANY; (M) ARIN; (N) RIPE; AND (O) ALL PARTIES WHO, AS OF THE FILING OF THE MOTION, HAVE FILED A NOTICE OF APPEARANCE AND REQUEST FOR SERVICE OF PAPERS PURSUANT TO BANKRUPTCY RULE 2002

PLEASE TAKE NOTICE that Maxus Energy Corporation and the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) have filed the attached *Debtors’ Motion for Orders Pursuant to Sections 363 and 105 of the Bankruptcy Code and Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure Approving and Authorizing the Sale of the Debtors’ Internet Addresses to EOLO SpA Free and Clear of all Liens, Interests, Claims and Encumbrances and Waiving the Requirements of Bankruptcy Rule 6004(h)* (the “Motion”).

PLEASE TAKE FURTHER NOTICE that any objections to the Motion must be filed on or before **March 30, 2017, at 4:00 p.m. (ET)** (the “**Objection Deadline**”) with the United States Bankruptcy Court for the District of Delaware, 3rd Floor, 824 North Market Street, Wilmington, Delaware 19801. At the same time, you must serve a copy of any objection upon the undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

¹ The Debtors in the above-captioned chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Maxus Energy Corporation (1531), Tierra Solutions, Inc. (0498), Maxus International Energy Company (7260), Maxus (U.S.) Exploration Company (2439), and Gateway Coal Company (7425). The address of each of the Debtors is 10333 Richmond Avenue, Suite 1050, Houston, Texas 77042.

PLEASE TAKE FURTHER NOTICE THAT A HEARING ON THE MOTION WILL BE HELD ON APRIL 6, 2017, AT 11:00 A.M. (ET) BEFORE THE HONORABLE CHRISTOPHER S. SONTCHI AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 NORTH MARKET STREET, 5TH FLOOR, COURTROOM NO. 6, WILMINGTON, DELAWARE 19801.

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

Dated: March 16, 2017
Wilmington, Delaware

/s/ Joseph M. Barry
M. Blake Cleary (No. 3614)
Joseph M. Barry (No. 4221)
Justin P. Duda (No. 5478)
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Debtors-in-Possession*

EXHIBIT A

01:21683242.4

ny-1270592

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

In re:) Chapter 11
))
MAXUS ENERGY CORPORATION, *et al.*,¹) Case No. 16-11501 (CSS)
))
Debtors.) Jointly Administered
))
))
))

**ORDER PURSUANT TO SECTIONS 363 AND 105 OF THE BANKRUPTCY
CODE AND RULES 2002 AND 6004 OF THE FEDERAL RULES OF
BANKRUPTCY PROCEDURE APPROVING AND AUTHORIZING THE SALE
OF THE DEBTORS' INTERNET ADDRESSES TO EOLO SpA
FREE AND CLEAR OF ALL LIENS, INTERESTS, CLAIMS AND ENCUMBRANCES
AND WAIVING THE REQUIREMENTS OF BANKRUPTCY RULE 6004(H)**

Upon the Motion (the “Motion”)² of the above-captioned debtors and debtors-in-possession (the “Debtors”) in their respective chapter 11 cases (the “Cases”) for an order, pursuant to sections 363 and 105 of Title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), approving and authorizing the sale of the Debtors’ Internet Addresses to EOLO SpA free and clear of all liens, interests, claims, and encumbrances and waiving the requirements of Bankruptcy Rule 6004(h); and upon the Declaration of Jack Hazan in support of the Motion, dated March 16, 2017 (the “Declaration”); and it appearing that the relief requested is in the best interests of the Debtors’ estates, their creditors and other parties in interest; and adequate notice of the Motion having been given and it appearing that no other notice need be given; and having

¹ The Debtors in the above-captioned chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Maxus Energy Corporation (1531), Tierra Solutions, Inc. (0498), Maxus International Energy Company (7260), Maxus (U.S.) Exploration Company (2439), and Gateway Coal Company (7425). The address of each of the Debtors is 10333 Richmond Avenue, Suite 1050, Houston, Texas 77042.

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

heard the objections made, if any, to the relief sought in the Motion; and after due deliberation and sufficient cause therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:³

A. This Court has jurisdiction to approve the sale of the Internet Addresses and the Agreements (as defined below) (collectively, the “IA Sale”) pursuant to 28 U.S.C. §§ 157(b) and 1334.

B. Venue of these Cases in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409(a).

C. Approval of the IA Sale is a core proceeding under 28 U.S.C. §§ 157(b)(2)(A), (N) and (O). The statutory predicates for the approval of the IA Sale are sections 363 and 105 of the Bankruptcy Code and Rules 2002 and 6004 of the Bankruptcy Rules.

D. As evidenced by the affidavits of service filed with the Court, proper, timely, adequate and sufficient notice of the Motion and the IA Sale has been provided in accordance with sections 363, and 105(a) of the Bankruptcy Code, Bankruptcy Rules 2002 and 6004 and the applicable Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware. No other or further notice of the Motion or the IA Sale is required.

E. A reasonable opportunity to object or be heard regarding the relief requested in the Motion and the IA Sale has been afforded to all parties in interest in the Cases, including the following: (a) the U.S. Trustee; (b) the Creditors’ Committee; (c) the Retiree Committee; (d) YPF and YPF Holdings, Inc.; (e) OCC; (f) the Internal Revenue Service; (g) the Environmental Protection Agency; (h) the U.S. Department of Justice; (i) the New Jersey

³ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

Department of Environmental Protection and other applicable state environmental agencies; (j) the offices of the attorneys general for the states in which the Debtors operate; (k) the Pension Benefit Guaranty Corporation; (l) all parties who are known to assert a security interest in, lien on or claim against any of the Internet Addresses, if any; (m) ARIN; (n) RIPE; and (o) all other applicable parties in interest, including all entities on the 2002 service list as of the date of the Motion (collectively, the “Notice Parties”).

F. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h), the parties may consummate the IA Sale immediately upon entry of this Order. Time is of the essence in consummating the IA Sale to the Purchaser (as defined below). Accordingly, cause exists to lift the stay to the extent necessary, as contemplated by Bankruptcy Rule 6004(h). To any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order.

G. As demonstrated by the Declaration, the Debtors marketed the Internet Addresses, and the Debtors and EOLO SpA, as the purchaser (together with its affiliates and designees, as applicable, the “Purchaser”) negotiated the IA Sale in a diligent, non-collusive, fair and good faith manner. The Debtors properly marketed the Internet Addresses to potential purchasers and obtained a reasonable market price for the Internet Addresses. The Debtors and the Purchaser entered into the purchase agreement on or about March 10, 2017 (the “Purchase Agreement”; together with all other documents and agreements contemplated thereby or entered into in connection therewith, the “Agreements”), attached hereto as **Exhibit 1**, as the highest and best offer.

H. The Agreements constitute the highest and best offer obtainable for the Internet Addresses (the “Internet Addresses”), and will provide a greater recovery for the Debtors’ stakeholders than would be provided by any available alternative. Thus, prompt consummation of the IA Sale contemplated by the Purchase Agreement at this time will serve the best interests of the Debtors, their estates, their creditors and all parties in interest by providing a known value to be obtained from the Internet Addresses at a time when market prices are close to their high.

I. The Debtors have demonstrated both: (a) good, sufficient and sound business purpose and justification for the IA Sale because, among other things, the Debtors and their advisors diligently and in good faith analyzed all other available options in connection with the disposition of the Internet Addresses and determined that (i) the terms and conditions set forth in the Agreements, (ii) the transfer of the Internet Addresses by the Debtors to the Purchaser,⁴ and (iii) the consideration to be paid as reflected in the Agreements are all fair and reasonable and together constitute the highest or otherwise best value obtainable for the Internet Addresses; and (b) compelling circumstances exist for the IA Sale under section 363 of the Bankruptcy Code before, and outside of, a chapter 11 plan because, among other things, absent the IA Sale, the continued value of the Internet Addresses is speculative in an unregulated market.

J. A sale of the Internet Addresses other than one free and clear of liens, claims, encumbrances, defenses (including, without limitation, rights of setoff and recoupment) and interests, including, without limitation, security interests of whatever kind or nature, mortgages, pledges, deeds of trust, hypothecations, assignments, preferences, debts, easements,

⁴ Notwithstanding anything else herein to the contrary, whenever this order refers to the “transfer” of the Internet Addresses or similar terminology, the Court means the transfer of the Debtors’ interests in the Internet Addresses.

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), covenants, restrictions, indentures, instruments, leases, options, off-sets, claims for reimbursement, contribution, indemnity or exoneration, successor, product, tax, labor, 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, 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 non-statutory, matured or unmatured, legal or equitable (subject to any exceptions specifically provided in the Agreements, collectively, “Interests”) and without the protections of this Order would impact materially and adversely the Debtors’ estates and would yield substantially less value, with less certainty than any available alternatives. Without the protections afforded to the Purchaser under the Bankruptcy Code and this Order, the Purchaser would have not offered the consideration indicated in the Agreements for the Internet Addresses. In addition, each entity with an Interest in the Internet Addresses (i) has consented to the IA Sale or is deemed to have consented to the IA Sale, (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such interest or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code and, therefore, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Those holders of Interests who did not object, or who withdrew their objections, to the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Holders of Interests are adequately protected by having their Interests, if any, attach to the cash proceeds of the IA Sale in the same priority as their pre-

petition liens and/or security interests ultimately attributable to the property to which the Interests apply, subject to the terms thereof. Therefore, approval of the Agreements and the consummation of the IA Sale free and clear of Interests is appropriate pursuant to section 363(f) of the Bankruptcy Code and is in the best interests of the Debtors' estates, their creditors and other parties in interest.

K. The consideration to be paid by the Purchaser under the Agreements in connection with the IA Sale, was negotiated at arm's length and constitutes reasonably equivalent value and fair and adequate consideration for the Internet Addresses under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act and the laws of the United States, any state, territory, possession thereof or the District of Columbia (collectively, "Laws"). The terms and conditions set forth in the Agreements 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 any of the Debtors or their creditors under any applicable Laws.

L. The Purchaser is not an "insider" (as that term is defined in section 101 (31) of the Bankruptcy Code) of any of the Debtors.

M. The Purchaser negotiated the terms and conditions of the IA Sale in good faith and at arm's length. The Purchaser has acted in good faith in all respects in connection with these Cases and the IA Sale in that (i) the Purchaser recognized that the Debtors were free to negotiate with any other party that expressed interest in consummating the IA Sale, (ii) all payments to be made by the Purchaser and other agreements or arrangements entered into by the Purchaser with the Debtors in connection with the IA Sale have been disclosed, and (iii) the negotiation and execution of the Agreements and all other aspects of the IA Sale were conducted

in good faith. The Purchaser purchased the Internet Addresses in “good faith” within the meaning of section 363(m) of the Bankruptcy Code and is, therefore, entitled to the protections afforded thereby.

N. The Debtors and their management actively participated in the sale process and acted in good faith. Accordingly, neither the Debtors nor the Purchaser has engaged in any conduct that would cause or permit the IA Sale, the Agreements or any related action to be avoided under section 363(n) of the Bankruptcy Code.

O. No transfer or other disposition of the Internet Addresses pursuant to the Agreements will result in any of the Purchaser having any liability or responsibility (i) for any Interest, (ii) for the satisfaction in any manner of any Interest or (iii) to third parties or the Debtors, except as expressly set forth in the Agreements. Without limiting the effect or scope of the foregoing, no transfer or other disposition of the Internet Addresses pursuant to the Agreements does or will subject the Purchaser to any liability for Interests against the Debtors or the Debtors’ Interests in such Internet Addresses by reason of such transfer under any Laws, including, without limitation, any theory of successor or transferee liability, antitrust, product line, de facto merger or substantial continuity or similar theories. The Purchaser (i) is not a continuation of the Debtors or their estates and there is no continuity between the Purchaser and the Debtors, (ii) is not holding itself out to the public as a continuation of the Debtors and (iii) is not a successor to the Debtors or their estates and the IA Sale does not constitute a consolidation, merger or de facto merger of the Purchaser and the Debtors. The IA Sale is not being undertaken for the purpose of escaping liability for the Debtors’ debts. The Purchaser has given substantial consideration under the Agreements for the benefit of the holders of liabilities in the Debtors. The consideration given by the Purchaser constitutes valid and valuable consideration for the

releases of any potential claims of successor liability of the Purchaser, which releases shall be deemed to have been given in favor of the Purchaser by all holders of liabilities against or Interests in the Debtors or any of the Internet Addresses.

P. Each of the Debtors (i) has full corporate or other power to execute, deliver and perform its obligations under the Agreements, (ii) has all of the corporate or other power and authority necessary to consummate the IA Sale and (iii) has taken all actions necessary to duly and validly authorize and approve the IA Sale and Agreements.

Q. Upon entry of this Order, each of the Agreements is a legal, valid and binding contract between and among the parties thereto and is enforceable in accordance with its terms.

R. As of Closing, the consummation of the IA Sale contemplated by the Agreements will be legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including sections 105(a), 363(b), 363(f) and 363(m), and all of the applicable requirements of such sections have been complied with in respect of the IA Sale.

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

A. Motion Granted, Objections Overruled.

1. The relief requested in the Motion is granted and approved in all respects as provided herein.

2. Any objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled, and all reservations of rights included in such objections, are overruled on the merits.

B. IA Sale Approved and Authorized.

3. The IA Sale and the transfer and assignment of the Internet Addresses to the Purchaser pursuant to the Agreements is hereby approved and authorized in accordance with, and under sections 363(b), 363(f), and 363(m) of the Bankruptcy Code.

4. The terms and conditions of the Agreements and all payments and IA Sales contemplated thereunder are hereby approved in all respects and incorporated herein. The Debtors are authorized and directed to execute and deliver, and empowered to fully perform under, consummate, and implement the Agreements and the IA Sale, together with all additional instruments and documents that may be reasonably necessary or desirable to do so, and to take all further action as may reasonably be requested by the Purchaser for the purpose of assigning, transferring, granting, conveying and conferring the Internet Addresses to the Purchaser as contemplated in the Agreements.

5. Pursuant to section 363(f) of the Bankruptcy Code, the Internet Addresses may be transferred to the Purchaser pursuant to the IA Sale, and shall vest the Purchaser and/or its designees as of the Closing with all rights, title, privileges and interests of the Debtors and their estates in and to the Internet Addresses, free and clear of all Interests, pursuant to the terms of the Agreements. The transfer of the Internet Addresses to the Purchaser, as provided in the Agreements, will be legal, valid and effective to the fullest extent provided herein.

6. Any Interests shall attach to the proceeds of the IA Sale in the order of their priority, with the same validity, force and effect which they previously had against the Internet Addresses, subject to the rights and defenses, if any, of the Debtors and their estates with respect thereto, and the proceeds of the IA Sale shall be allocated and managed in accordance with any

applicable Orders of this Court related thereto and in accordance with the terms of any chapter 11 plan that may be confirmed and effective in these Cases.

7. All persons and entities holding Interests are hereby barred and enjoined from asserting such Interests in any manner against any of the Purchaser, its successors or assigns, or against the Internet Addresses. No person or entity shall interfere with the Purchaser's title to or use and enjoyment of the Internet Addresses on account of the Interests, and the Purchaser shall be free to sell or otherwise transfer the Internet Addresses it acquires in its sole discretion, subject to the provisions of the Agreements. All persons and entities in possession of any Internet Addresses subject to the IA Sale are directed to surrender possession of such Internet Addresses to the Purchaser upon demand.

8. This Order shall be construed as, and shall be for any and all purposes, a full and complete general assignment, conveyance and transfer of the Internet Addresses or a bill of sale transferring good and marketable title in the Internet Addresses to the Purchaser pursuant to the terms of the Agreements. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the IA Sale and to give effect to the Agreements.

C. No Assumed Liabilities.

9. The Purchaser (as a successor entity, successor employer or otherwise) has not acquired and will not acquire or assume or be deemed to have acquired or assumed at Closing any obligations or liabilities of the Debtors whatsoever except as expressly provided in the Agreements, and all entities are hereby permanently enjoined and restrained from asserting or prosecuting any claim on account of any obligations or liabilities against the Purchaser or its agents on account of the Internet Addresses.

10. Except as expressly provided in the Agreements, neither the Purchaser nor its respective successors or assigns shall be obligated or liable, either directly or indirectly, as successor, transferee or otherwise, for any obligations or liabilities of the Debtors or their affiliates (whether under federal or state law or otherwise) as a result of the sale or purchase of the Internet Addresses or employment of any employee or former employee of the Debtors. Except as expressly provided in the Agreements, neither the Purchaser nor any of its respective successors and assigns shall be or be deemed to be a successor or successor in interest or responsible person or potentially responsible person to the Debtors or any current or former creditor, employee, equity holder or other party in interest with respect to any liability, and to the extent permitted by applicable law, none shall have any liability (whether under federal or state law or otherwise) for successor liability, including with respect to any liabilities arising from or under products liability, tax, environmental, employment or other applicable law.

D. Order Binding.

11. This Order (a) shall be effective as a determination that, upon the Closing of the IA Sale, all liabilities of any kind or nature whatsoever existing as to the Internet Addresses being sold by the Debtors prior to the Closing of the IA Sale have been unconditionally released, discharged, and terminated, and that the conveyances described herein have been effected, and (b) 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 Internet Addresses. Upon consummation of the IA Sales set forth in the Agreements, the Purchaser or its designee shall be authorized to file termination statements or lien terminations in any jurisdiction to remove any record, notice filing or financing statement recorded to attach perfect or otherwise notice any lien or encumbrance that is extinguished or otherwise released pursuant to this Order under section 363 and the related provisions of the Bankruptcy Code. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend, on account of the filing or pendency of these Cases or the consummation of the IA Sale, any permit or license relating to the operation of the Internet Addresses sold, transferred, or conveyed to the Purchaser.

12. If any person or entity that has filed financing statements, mortgages, construction or mechanic's liens, lis pendens or other document or agreement evidencing liens on or Interests in the Internet Addresses shall not have delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of any Interests which the person or entity has with respect to the Internet Addresses, each such person or entity is hereby directed to deliver all such statements, instruments and releases and the Debtors and the Purchaser is hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity asserting the same and the Purchaser is authorized to file a copy of this Order which, upon filing, shall be conclusive evidence of the release and termination of such interest. Each and every federal, state and local governmental unit is hereby directed to accept any and all documents and instruments necessary or appropriate to give effect to the IA Sale.

E. Good Faith.

13. The IA Sale is undertaken by the Debtors and the Purchaser in good faith, as that term is used in section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the IA Sale shall not affect the validity of the IA Sale to the Purchaser, unless such authorization is duly stayed pending such appeal. The Purchaser is a good faith purchaser of the Internet Addresses, and is entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code.

F. Other Provisions.

14. Notwithstanding anything else herein to the contrary, including, without limitation, paragraphs J, 3-8, and 11 hereof, (i) the IA Sale, as stated in the Agreements, is conditioned upon ARIN's consent including any terms and/or conditions established by ARIN's transfer policies or any other policies, guidelines, or regulations developed by ARIN and published on its website, as may be amended and supplemented from time to time (collectively, "ARIN's Policies"), (ii) the transfer of the Debtors' interests in the Internet Addresses to the Purchaser is subject to ARIN's Policies, and (iii) the Debtors and the Purchaser are required to comply with ARIN's Policies before any transfer of the Debtors' rights in the Internet Addresses may be effectuated. In addition, the transfer will be subject to RIPE approval. Nothing in this Order is intended, nor shall be construed, as exempting the Debtors and Purchaser from complying with the ARIN Policies or the policies of RIPE.

15. The Purchaser is a party in interest and shall have the ability to appear and be heard on all issues related to this Order, the IA Sale, the Agreements and the various procedures and hearings contemplated therein.

16. The Agreements and related documents may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of this Court, provided that any such modification, amendment or supplement is not material and adverse to the Debtors.

17. This Order and the terms and provisions of the Agreements shall be binding on all of the Debtors' creditors (whether known or unknown), the Debtors, the Purchaser and each of the respective affiliates, successors and assigns thereof, and any affected third parties including, but not limited to, all persons asserting an interest in the Internet Addresses, notwithstanding any subsequent appointment of any trustee, party, entity or other fiduciary under any section of the Bankruptcy Code with respect to the foregoing parties, and as to such trustee, party, entity or other fiduciary, such terms and provisions likewise shall be binding. The provisions of this Order and the terms and provisions of the Agreements, and any actions taken pursuant hereto or thereto shall survive the entry of any order which may be entered confirming or consummating any plan of the Debtors or converting the Debtors' Cases from chapter 11 to chapter 7, and the terms and provisions of the Agreements, as well as the rights and interests granted pursuant to this Order and the Agreements, shall continue in these or any superseding cases and shall be binding upon the Debtors, the Purchaser and their respective successors and permitted assigns, including any trustee or other fiduciary hereafter appointed as a legal representative of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code. Each of the Purchaser and the trustee shall be and hereby are authorized to perform under the Agreements upon the appointment of the trustee without further order of this Court.

18. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the IA Sale.

19. In the event that anything contained in any plan(s) confirmed in these Cases or any order confirming such plan(s) shall conflict with the provisions of this Order or of the Agreements, this Order shall control.

20. This Court shall retain jurisdiction (i) to enforce and implement the terms and provisions of the Agreements, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith, (ii) to resolve any disputes arising under or related to the IA Sale, Agreements, Interests and Internet Addresses, (iii) to interpret, implement and enforce the provisions of this Order and (iv) to protect the Debtors and/or the Purchaser against any assertions of Interests.

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

22. Notwithstanding the provisions of Bankruptcy Rule 6004(h), because time is of the essence, this Order shall not be stayed for fourteen (14) days after the entry hereof, but shall be effective and enforceable immediately upon issuance hereof.

23. To the extent that anything contained in this Order explicitly conflicts with a provision in the Agreements and/or any other related agreements, this Order shall govern and control.

Dated: April __, 2017
Wilmington, DE

Christopher S. Sontchi, Judge
United States Bankruptcy Judge

Exhibit 1
[Purchase Agreement]

01:21683242.4

ny-1270592

Agreement for Purchase of IPv4 Addresses

This agreement (this "Agreement") as of this 10th day of March, 2017 (the "Effective Date"), sets forth the terms of the purchase of certain assets of Maxus Energy Corporation (the "Company"), as seller, and EOLO SpA (the "Purchaser") as purchaser, and Hilco IP Services LLC d/b/a Hilco Streambank as escrow agent ("Escrow Agent") (collectively, hereinafter referred to as "Parties").

1. Assets. This Agreement sets forth the terms of the acquisition by Purchaser of all of the Company's right, title and interest in certain IPv4 Internet Protocol Addresses listed on Exhibit A hereto (the "IP Addresses" and the Company's right, title and interest in such IP Addresses hereinafter referred to as the "Assets").
2. Purchase Price. The purchase price for the Assets is Seven Hundred Twenty Thousand, Eight Hundred Ninety Six Dollars and Zero Cents (\$720,896.00) USD (the "Purchase Price").
3. ARIN and RIPE Approval. The sale shall be subject to consent by the American Registry for Internet Numbers ("ARIN") and Réseaux IP Européens ("RIPE"). The Company and Purchaser shall cooperate in good faith with ARIN and RIPE throughout the transfer process and will as soon as reasonably possible provide ARIN and RIPE with any information and documents reasonably required for its approval process. Purchaser shall be liable for and pay any transfer fees to ARIN and RIPE. If ARIN or RIPE, after submission of the appropriate request as set forth herein, rejects Company as an eligible transferor or Purchaser as an eligible transferee of the Assets, either party may terminate this Agreement immediately whereupon the Purchase Price will be returned to Purchaser.
4. Commissions. Purchaser shall not pay any salaries, commissions or fees, or make any payments or rebates to any employee or officer or advisor or broker of Company or its affiliates, or to any designee of any employee or officer or advisor or broker of Company or its affiliates, or favor any employee or officer or advisor or broker of Company or its affiliates, or any designee of any employee or officer or advisor or broker of Company or its affiliates, with gifts or entertainment of significant cost or value, or enter into any business arrangements with any employee or officer or advisor or broker of Company or its affiliates, other than as a representative of Company or its affiliates.
5. Closing. Closing ("Closing") will take place within five (5) business days after the receipt of any necessary approvals (as outlined below) and the satisfaction of all other conditions set forth herein. The Closing shall take place as soon as practicable but in no event later than forty five days after the Effective Date (the "Outside Date"). At Closing, an Assignment of the Assets, attached hereto as Exhibit B, shall be fully executed and delivered by the Parties and the Purchase Price, less Hilco Streambank's commission, delivered to Seller.
6. Bankruptcy Court Approval. The sale shall be subject to obtaining an order from the Bankruptcy Court (the "Sale Order"), to which YPF Holdings, Inc. consents, approving the sale of the Assets to Purchaser free and clear of all liens, claims and encumbrances. The Company shall seek approval of the transaction by the Bankruptcy Court no later than May 15, 2017.
7. Closing Procedures. Closing shall take place according to the following procedures:
 - a. Upon signing this Agreement, the Company shall file a motion with the Bankruptcy Court seeking entry of the Sale Order.



- b. On 1st of April 2017, Purchaser shall wire a deposit payment of Seventy Two Thousand, Eighty Nine Dollars and Sixty Cents (\$72,089.60) USD (the "Deposit") to Escrow Agent. Wire instructions are as follows:

Bank:	JP Morgan Chase Bank 270 Park Ave. New York, NY 10017
Account Name:	Hilco IP Service, LLC Hilco Streambank Escrow
Account #:	133813580
ABA # (wires only):	021 000 021
ABA # (ACH only):	071 000 013
Swift #:	CHASUS33

- c. After the Bankruptcy Court Approval, Purchaser shall wire the remaining Purchase Price (Purchase Price less Deposit) to Escrow Agent. In case of rejection of the Sale Order, the Deposit must be returned to Purchaser within 7 (seven) days.
- d. Upon confirmation from Escrow Agent of receipt of the remaining Purchase Price, Company shall submit the necessary transfer request to ARIN and return a signed copy the Assignment of Assets document to Escrow Agent.
- e. The Company shall cooperate with ARIN to receive approval of the transfer. The Company shall provide the transfer fee invoice to Purchaser upon receipt. Purchaser shall pay the ARIN transfer fee.
- f. Purchaser shall cooperate with RIPE, and provide all information reasonably necessary to receive RIPE approval. Purchaser shall be liable for any transfer fees RIPE imposes.
- g. Following RIPE approval of the transfer, and the updates of the RIPE and ARIN registries to reflect the transaction, Escrow Agent shall release the Purchase Price, less Hilco Streambank's fee, to the Company, and the signed Assignment of Assets document to Purchaser.
- h. In the event of any dispute between the Company and Purchaser regarding the release of the funds and the Assignment of Assets document hereunder, Escrow Agent may hold the funds and Assignment pending resolution by a court of proper jurisdiction in accordance with the Agreement or agreement by the Company and Purchaser.
8. Liabilities. Purchaser shall assume all liabilities, claims or obligations relating to the Assets arising upon and after Closing. The Company will be and remain liable for, and Purchaser will not assume, all liabilities, claims or obligations relating to the Assets arising prior to Closing.
9. Representations and Warranties.

(a) As of the date of this Agreement and as of Closing, the Company represents and warrants to Purchaser as follows:

- (i) Maxus Energy Corporation and its affiliated debtors and debtors in possession are currently debtors under Chapter 11 of the United States Bankruptcy Code with their bankruptcy case currently pending before the United States Bankruptcy Court for the

District of Delaware, Case No. 16-11501 (CSS). The sale contemplated by this Agreement is subject to the approval of the Bankruptcy Court.

- (ii) The Company has not previously assigned, transferred, or conveyed its right, title and interest in the Assets. The Company did encumber the Assets during its Chapter 11 proceeding when it obtained postpetition financing from YPF Holdings, Inc.
 - (iii) There are no claims, judgments or settlements against, pending or, to the Company's knowledge, threatened in writing with respect to the Assets.
 - (iv) The Company is not currently a party to, and will not enter into, any agreements, oral or written, that are inconsistent with its obligations under this Agreement.
 - (v) Subject to Bankruptcy Court approval, at Closing, the Company will transfer the Assets to Purchaser free and clear of all charges, claims, liens, encumbrances and/or rights of any third parties - included any encumbrances granted to YPF Holdings related to chapter 11 US Bankruptcy code - except for the rights of RIPE and as set forth herein.
 - (vi) The representations and warranties of the Company in this Agreement and any ancillary agreement shall not survive Closing and shall be null and void *ab initio* and of no further force or effect immediately after Closing.
- (b) As of the date of this Agreement and as of Closing, Purchaser represents and warrants to the Company as follows:
- (i) This Agreement has been duly executed and delivered by Purchaser and constitutes the valid and binding obligation of Purchaser, enforceable against it in accordance with its terms. The execution, delivery and performance of this Agreement have been duly authorized by all necessary action on the part of Purchaser.
 - (ii) Purchaser is not currently a party to, and will not enter into, any agreements, oral or written, that are inconsistent with its obligations under this Agreement.
 - (iii) Purchaser acknowledges and agrees that (i) it is receiving the Assets on an "as is," "where is" and "with all faults" basis and (ii) except as expressly provided herein, the Company makes no express or implied warranties, representations or guarantees of any kind in respect to the Assets, including but not limited to warranties of merchantability, fitness for a particular purpose, condition, suitability or title.

10. Documents to be Delivered at Closing. The Company will deliver all instruments reasonably necessary to transfer the Assets to Purchaser in accordance with this Agreement.

11. Applicable Law; Jurisdiction. This Agreement and the transaction contemplated hereby shall be construed in accordance with and governed by the laws of the State of Delaware. Any proceeding to enforce the rights and obligations of any party under this Agreement shall be commenced and maintained exclusively in the United States Bankruptcy Court for the District of Delaware, which shall have exclusive jurisdiction over any such proceeding.

12. Notice. All notices hereunder shall be in writing, dated and signed by the party giving the same. Each notice shall be either (a) delivered in person to the address of the party intended at the address of such



party as shown below, (b) delivered to the United States Postal Service addressed to the party for whom it is intended at the address of such party as provided below, (c) delivered by facsimile (with written confirmation of transmission) or electronic mail (and no notice of failure of delivery was received within a reasonable time after such message was sent), or (d) delivered to a nationally recognized overnight courier service that traces any such notice. The address at which any party hereto is to receive notice may be changed from time to time by such party by giving notice of the new address to all other parties hereto. The addresses of the parties, until changed in accordance with the foregoing, are:

Purchaser: EOLO SpA
Via Gran San Bernardo
12-21052 Busto Arsizio
Italy
Attn: Alessio Zaini
alessio.zaini@eolo.it

Company: Maxus Energy Corporation
1033 Richmond Avenue, Suite 1050
Houston, Texas 77042
U.S.A.
Attn: Javier Gonzalez
JGonzalez@maxuscorp.com

Company's Counsel: Morrison & Foerster LLP
250 West 55th Street
New York, NY 10019
U.S.A
Attn: Jordan A. Wishnew
JWishnew@mofo.com

Escrow Agent: Hilco IP Services d/b/a Hilco Streambank
1500 Broadway Ste. 810
New York, NY 10036
U.S.A
Attn: Jack Hazan
jhazan@hilcoglobal.com

AGREED TO ON THIS 10th DAY OF MARCH, 2017 BY:

Purchaser:

EOLO SpA

By: 

EOLO SpA
Luca Spada

Presidente e Amministratore Delegato

Name: LUCA SPADA

Title: CEO

Date: 10TH MARCH 2017

ny-1272381

Company:

Maxus Energy Corporation

By: 

Name: Javier Gonzalez

Title: Vice President

Date: 3/16/2017

Escrow Agent:

Hilco IP Services LLC d/b/a Hilco Streambank

By:  _____

Name: Jack Hertz _____

Title: EVP _____

Date: 3/10/17 _____

EXHIBIT A

1. One /16 block of IP Addresses identified as block 146.241.0.0/16, containing 65,536 IP addresses within the range 146.241.0.0 - 146.241.255.255.

EXHIBIT B

ASSIGNMENT OF ASSETS

THIS ASSIGNMENT OF ASSETS (the "Assignment") is made as of _____, 2017, by Maxus Energy Corporation and its affiliated debtors and debtors in possession (the "Assignor"), in favor of EOLA SpA (the "Assignee") pursuant to that certain Agreement dated _____, 2017 (the "Agreement"). Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Agreement.

WHEREAS, pursuant to the Agreement, Assignor agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee agreed to purchase, accept and assume, the Assets (comprised of Assignor's rights, title (if any) and interests in one (1)/16 block of IPv4 Internet Protocol Addresses identified as Block 146.241.0.0/16 with a range of 65,536 consecutive IP Addresses from 146.241.0.0 through 146.241.255.255 on and subject to the terms and conditions provided for therein; and

WHEREAS, Assignor desires to sell, assign, transfer, convey and deliver to Assignee Assignor's rights, title (if any) and interests in the Assets on the terms and conditions set forth in the Agreement; and

WHEREAS, Assignee desires to purchase, accept and assume Assignor's rights, title (if any) and interests in the Assets on the terms and conditions set forth in the Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration payable pursuant to the Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Rights. Assignor hereby sells, assigns, transfers, conveys and delivers, to Assignee, its successors and assigns, Assignor's rights, title (if any) and interests in the Assets, for its own use, and for its successors, legal representatives and assigns in accordance with the terms set forth in the Agreement.

2. Acceptance of Rights. Assignee hereby accepts the sale, assignment, transfer, conveyance and delivery of Assignor's rights, title (if any) and interests in the Assets in accordance with the terms set forth in the Agreement.

3. Acknowledgement of ARIN and RIPE Policies. Each of Assignor and Assignee acknowledges that nothing herein is intended to effectuate an assignment of Assignor's rights, title (if any) and interests in the Assets free and clear of the policies of the American Registry for Internet Numbers or Réseaux IP Européens.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:
Maxus Energy Corporation

ASSIGNEE:
EOLO SpA

By: _____

Name: _____

Title: _____

ny-1272381

By: _____

Name: _____

Title: _____