



IT IS ORDERED as set forth below:

Date: June 28, 2017

Paul Baisier

Paul Baisier
U.S. Bankruptcy Court Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE:)	CHAPTER 11
)	
NEXXLINX CORPORATION, INC., et al.,)	Jointly Administered Under
)	CASE NO. 16- 61225-pmb
Debtors.)	
)	

ORDER GRANTING MOTION TO (1) APPROVE SALE TO NEW FIVE PACES VENTURES, LLC OF CERTAIN OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS; (2) AUTHORIZE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; (3) ESTABLISH CURE AMOUNTS THEREFOR; AND (4) APPROVE OTHER RELATED RELIEF

On May 5, 2017, NexxLinx Corporation, Inc. ("**NexxLinx**"); NexxLinx Global, Inc. ("**NGI**"); NexxLinx of New York, Inc. ("**NNY**"); NexxLinx of Texas, Inc. ("**NTX**"); CustomerLinx of North Carolina, Inc. ("**CNC**"); Microdyne Outsourcing Inc. ("**MOI**"); and NexxPhase, Inc. ("**NexxPhase**"), debtors and debtors-in-possession (collectively, the "**Debtors**"), filed with the Court the Debtors' First Motion (A) For Authority To Sell Assets Free And Clear Of Liens, Claims, And Encumbrances (B) To Assume And Assign Certain Executory Contracts, Leases And Licenses And

Establish Cure Costs In Connection Therewith; (C) To Establish Procedures With Respect To Such Sale And The Assumption And Assignment Of Executory Contracts and Leases; (D) To Consider Approval Of Breakup Fee, And (E) To Shorten And Limit Notice (Doc. No. 313) (the “**Sale Motion**”). A hearing was held at 1:30 p.m. on May 8, 2017 (the “**Procedures Hearing**”), to consider the Debtors’ request in the Sale Motion for entry of an order approving proposed bid procedures and bidder protections and scheduling a deadline for filing objections to the Sale Motion and a hearing to consider the Sale Motion and any timely filed objections.

Following the Procedures Hearing, on May 8, 2017, the Court entered an Order (A) Establishing Bidding and Other Procedures in Connection with the Sale of Assets of the Debtors, (B) Granting Protections to Proposed Buyers and (C) Providing Notice of Hearing on Motion to (1) Approve Sale of Certain Assets of the Debtors Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (2) Authorize Assumption and Assignment of Executory Contracts and Unexpired Leases; (3) Establish Cure Amounts Therefor; and (4) Approve Other Related Relief Subject to Objection Filed on or Before May 12, 2017 (Doc. No. 315). On May 12, 2017, Branch Banking and Trust Company (“**BB&T**”) filed a Limited Objection of Branch Banking and Trust Company to Sales Procedures Order (Doc. No. 318) (the “**Limited Objection**”). On May 15, 2017, the Court entered a Final Order (A) Establishing Bidding and Other Procedures in Connection with the Sale of Assets of the Debtors, (B) Granting Protections to Proposed Buyers and (C) Providing Notice of Hearing on Motion to (1) Approve Sale of Certain Assets of the Debtors Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (2) Authorize Assumption and Assignment of Executory Contracts and Unexpired Leases; (3) Establish Cure Amounts Therefor; and (4) Approve Other Related Relief (Doc. No. 323) (the “**Procedures Order**”) which, among other things, resolved the

Limited Objection filed by BB&T.

In accordance with the requirements of the Procedures Order, creditors and parties in interest were given notice of the relief sought in the Sale Motion and the procedures and deadline for submitting offers for the purchase of any or all of the Debtors' assets (the "**Bid Deadline**"), and an auction sale was scheduled at which eligible bidders would be permitted to participate (the "**Auction Sale**"). The Procedures Order also approved certain bid protections for any Initial Bidder (as defined in the Procedures Order). As required by the Procedures Order, the Debtors filed a Notice of Filing Schedule of Cure Costs on May 15, 2017 (Doc. No. 324) (the "**Cure Notice**"), with respect to the Debtors' executory contracts, leases, licenses and other agreements (collectively, "**Executory Contracts**"). The Procedures Order also provided creditors and parties in interest with notice of (a) the hearing scheduled for June 2, 2017, at 9:00 a.m., (the "**Sale Hearing**") to consider approval of any offers for the sale of some or all of the Debtors' assets and assumption and assignments of Executory Contracts received at or before the auction sale which the Debtors proposed to accept as the highest and best offers, and (b) the deadline of June 1, 2017 to file objections to the Sale Motion, including the proposed Cure Costs. On June 1, 2017, the Court entered an Order Continuing the Hearing to Consider the Sale of Certain Assets of the Debtors and Extending Related Deadlines (Doc. No. 336) ("**Order Continuing Sale Hearing**"). Pursuant to the Order Continuing Sale Hearing, the Bid Deadline was extended through 12:00 pm (noon) on June 9, 2017, the Objection Deadline was extended through June 15, 2017 and the Sale Hearing was rescheduled for June 16, 2017 at 9:00 a.m.

Following the Bid Deadline, the Debtors, in consultation with the Official Committee of Unsecured Creditors (the "**Committee**"), Action Capital Corporation ("**Action**") and BB&T,

evaluated any bids received and determined that there were no Eligible Bidders competing for the same assets; therefore, the scheduled Auction Sale was cancelled. At or prior to the Sale Hearing, New Five Paces Ventures, LLC (the “**Purchaser**”) confirmed a bid submitted previously for certain assets related to the operation of the Debtors New York facility (the “**Assets**”) pursuant to a proposed Asset Purchase Agreement attached hereto as Exhibit 1 (the “**Purchase Agreement**”). The Debtors, in consultation with the Committee, Action and BB&T, and their legal and financial advisors, determined that the offer made by Purchaser was the highest and best offer for the Assets, that acceptance of said offer was in the best interest of the Debtors’ estates, and agreed to recommend approval of the Purchaser’s offer at the Sale Hearing. Capitalized terms used in this Order and not otherwise defined herein shall have the same meanings ascribed thereto in the Sale Motion and the Purchase Agreement.

Present at the Sale Hearing were counsel for the Debtors, the U.S. Trustee, the Committee, and Action. In support of the Sale Motion, the Debtors proffered at the Sale Hearing the testimony of (i) Angelia Austin, the Debtors’ Controller, and (ii) Katie Goodman, a financial advisor retained by the Debtors. Both proffers were accepted without objection. The Court having reviewed the Sale Motion, the record in this case, and having considered argument of counsel at the Sale Hearing, the proffers by counsel for the Debtors regarding the Sale Motion and any evidence presented at the Sale Hearing, and it appearing that the proposed sale of the Assets to the Purchaser pursuant to the Purchase Agreement is in the best interest of the Debtors and their respective estates, for good cause shown, and for the reasons stated by the Court on the record at the Sale Hearing, which are incorporated herein by reference, the Court finds as follows:

A. On June 28, 2016, (the “**Petition Date**”), NexxLinx, NGI, NNY, NTX, CNC, and

MOI each filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”). On July 14, 2016, (the “**NexxPhase Petition Date**”) NexxPhase filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code. The Debtors are authorized to operate their businesses as debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

B. No trustee or examiner has been appointed in this bankruptcy case. No request has been made for the appointment of a trustee or examiner. The Committee was appointed on July 11, 2016.

C. This Court has jurisdiction over this matter and the parties and property affected thereby, pursuant to 28 U.S.C. §§ 157 and 1334 and 11 U.S.C. § 363. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A), (M), (N) and (O). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Due and adequate notice of the filing of the Sale Motion and the Sale Hearing was given by service of the Sale Motion and the Procedures Order in accordance with Federal Rules of Bankruptcy Procedure 2002, 6004, and 6006, as evidenced by the filing of various certificates of service with the Court.

E. Based upon a review of their books and records, the Debtors set forth in the Cure Notice the amounts of Cure Costs believed and determined by the Debtors to be necessary to cure defaults under the Assigned Contracts pursuant to Section 365(b) of the Bankruptcy Code. The Debtors requested in the Sale Motion, and the Procedures Order so required, that, unless an objection to the proposed Cure Costs was properly and timely filed and served by a non-debtor party to an Assigned Contract, the Court enter an order determining that the Cure Costs shall be fixed at the

amounts shown in the Cure Notice and shall constitute the entire amount necessary to cure any defaults under Section 365(b) of the Bankruptcy Code and that payment of these amounts will cure any and all such defaults. The Procedures Order entered by this Court specifically provided that the parties to the Assigned Contracts would be bound by the Cure Costs listed by the Debtors in the Cure Notice unless the non-debtor parties to the Assigned Contracts timely filed an objection to the proposed Cure Costs.

F. The Debtors have established that there are sufficient business justifications to authorize the sale of the Property and the assumption and assignment of the Assigned Contracts prior to confirmation of a Chapter 11 plan and have satisfied all the requirements of 11 U.S.C. § 363(f) in order to convey the Assets to Purchaser free and clear in accordance with the terms of this Order. Pursuant to Bankruptcy Code section 363(f)(2), the Debtors are authorized to sell the Assets free and clear of liens, claims and encumbrances because Action and BB&T have consented to the sale. Moreover, the holders of liens or claims against the Debtors, their estates or any of the Assets who did not object, or who withdrew their objections, to the sale or the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code.

G. The terms of the Purchase Agreement are fair and reasonable, and the transactions contemplated thereunder reflect the Debtors' prudent business judgment under all of the relevant circumstances and will result in the highest possible sales price for the Debtors' estate and creditors thereof. The total consideration provided by the Purchaser for the Assets was the highest and best offer received by the Debtors, and the purchase price for the Assets constitutes (a) reasonably equivalent value under the Bankruptcy Code and the Uniform Fraudulent Transfer Act, (b) fair consideration under the Uniform Fraudulent Conveyance Act, and (c) reasonably equivalent value,

fair consideration, and fair value under any other applicable laws of the United States, any state, territory or possession, or the District of Columbia, for the Assets. The proposed transactions contemplated in the Purchase Agreement are in the best interests of the Debtors, creditors and interested parties.

H. Based on the testimony proffered at the Sale Hearing by the Debtors, and the record in these cases, including the proposed Purchase Agreement, the Court finds that the transfer of the Assets to Purchaser on terms and conditions in accordance with the Purchase Agreement represents an arm's length transaction that was negotiated without collusion and in good faith between the Debtors and the Purchaser for a fair and reasonable price. Purchaser, as transferee of the Assets, constitutes a good faith purchaser under the Uniform Commercial Code and Section 363 of the Bankruptcy Code, and Purchaser is entitled to all of the protections of Section 363(m) of the Bankruptcy Code afforded to a good faith purchaser.

I. Neither the Debtors nor the Purchaser has engaged in any conduct that would cause or permit the sale of the Assets to Purchaser to be invalidated or avoided under Section 363(n) of the Bankruptcy Code.

J. Counsel for the Debtors and counsel for the Purchaser have represented that the Purchaser satisfies the requirements of demonstrating adequate assurance of future performance under Section 365 of the Bankruptcy Code with respect to the Assigned Contracts, and no creditor or party interest has objected thereto.

K. Except as provided in the Purchase Agreement or this Order, the Purchaser is not assuming and shall not be liable for any liabilities or obligations of Seller.

Accordingly, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, AS FOLLOWS:

1. The Sale Motion is granted as set forth herein. Except as otherwise provided or resolved in this Order, all Objections to the Sale Motion which were not withdrawn at or before the Sale Hearing are overruled on the merits.

2. The Purchase Agreement is approved in all respects other than as set forth below, and the Debtors are authorized pursuant to Sections 363(b), 363(f) and 365 of the Bankruptcy Code to sell the Property and assume and assign the Assigned Contracts to Purchaser, on the terms and conditions set forth in the Purchase Agreement. The terms and provisions of the Purchase Agreement are hereby approved as if fully set forth and incorporated herein; provided, however, that the terms and conditions of this Order shall control in the event of any conflict with or ambiguity regarding the terms and conditions of the Purchase Agreement.

3. Except as expressly provided in the Purchase Agreement, the sale of the Assets by the Debtors to the Purchaser in accordance with this Order and the Purchase Agreement, pursuant to Sections 105(a) and 363(f) of the Bankruptcy Code, shall be free and clear of any and all liens, claims, encumbrances, and other interests, with any and all such liens, claims, encumbrances, and other interests attaching to the net proceeds of the sale in the same validity and in the same order of priority as in the underlying Assets. The claims, liens, encumbrances, and other interests, if any, asserted by any person or entity in or to any of the purchase price proceeds shall be in the same priority and subject to the same infirmities and defenses as existed with respect to the claims, liens, encumbrances, and other interests in the property prior to the sales.

4. Notwithstanding anything to the contrary in this Order, the Debtors shall be authorized to pay at the closing of the sale of the Assets by the Debtors to the Purchaser in accordance with this Order and the Purchase Agreement (the “**Closing**”) the following items from

the proceeds of sale: (a) normal and customary closing costs and prorations in accordance with the Purchase Agreement and (b) any Cure Costs. Any remaining portion of the sales proceeds (the “**Remaining Proceeds**”) shall be held in escrow by counsel for the Debtors, subject to the provisions of this Order and any other order entered by this Court, and shall only be disbursed pursuant to an order of the Court following notice to the Debtors, counsel for the Committee, Action and BB&T.

5. Except for the disbursements in Paragraph 4 of this Order, no other sale proceeds shall be paid to any party except as authorized by further or other order of this Court, and all parties in interest reserve their respective rights regarding the allocation, source, order and value of all such other sale proceeds together with any and all liens and claims asserted to such other sale proceeds and objections thereto, which shall attach to such other sale proceeds in the same order of priority as existed as of the closing.

6. The Debtors are authorized to perform and consummate the transactions contemplated by the Purchase Agreement, and to execute and deliver all documents and instruments thereby required, and to transfer to the Purchaser all right, title and interest in and to the Assets.

7. Pursuant to Sections 105(a) and 363 of the Bankruptcy Code, Bankruptcy Rule 7070 and Fed. R. Civ. Pro. 70, this Order shall and does, as of the Closing Date and the payment of the consideration described in the Purchase Agreement, divest the Debtors and their estates of all right, title and interest in the Property, and, except as expressly provided in the Purchase Agreement, the Property shall be transferred to the Purchaser, free and clear of any and all liens, mortgages, security interests, pledges, hypothecations, encumbrances, restrictions, reservations, encroachments, infringements, easements, conditional sale agreements, title retention or other security arrangements, defects of title, adverse rights or interests, charges or claims of any nature whatsoever. The sale free

and clear of all liens and liabilities includes, but is not limited to, a sale free and clear of any claims of successor liability.

8. This Order and the Purchase Agreement shall be binding upon all persons and entities and, upon satisfaction of all closing conditions and after the Closing Date, the following parties are forever barred and enjoined from bringing, or pursuing collection of, any claims against the Purchaser related to any claims they have or may have against the Property, the Assigned Contracts, or the Debtors: all alleged lienholders and creditors of the Debtors and, as applicable, each of their respective directors, officers employees, agents, successors, and permitted assigns, including, without limitation, any Chapter 11 trustee hereinafter appointed for the Debtors' estates, any trustee appointed in a Chapter 7 case if the Debtors' jointly administered bankruptcy cases are converted from Chapter 11, any Chapter 11 plan agent or trustee, liquidating agent or trustee, or any other agent or trustee charged with administering any assets of the Debtors or their estates. The Court retains exclusive jurisdiction to enforce the terms of this Order and the Purchase Agreement.

9. If any person or entity that has filed or recorded financing statements or other documents or agreements evidencing liens on or interests in the Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all liens or other interests which the person or entity has with respect to the Assets, such statements, instruments, releases and other documents shall be deemed released, terminated and satisfied, and this Order is and shall be binding upon and 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, registrars of patents, trademarks or other intellectual property, 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 inure any title or state of title in or to any of the Assets. To the extent any such termination statements, instruments or releases have not been delivered at or prior to the Closing, each of the Debtors and the Purchaser shall have the right to file and record termination statements, instruments and releases as necessary to evidence the applicable releases, terminations and satisfactions.

10. The Debtors are authorized, but not obligated, to assume any or all of the Assigned Contracts and assign said Assigned Contracts to the Purchaser, in accordance with Section 365 of the Bankruptcy Code, effective only upon the Closing. There are no Cure Costs payable with respect to any of the Assigned Contracts, except as set forth in the Cure Notice.

11. In the event the Closing does not occur on or before the Outer Closing Date (as defined in the Purchase Agreement), the Debtors shall not have any obligation to assume any Assigned Contract or pay any Cure Costs and the Assigned Contracts shall not be considered to have been assumed by the Debtors pursuant to Section 365 of the Bankruptcy Code. Notwithstanding anything to the contrary in this Order, no Assigned Contract will be assumed and assigned to the Purchaser until the Closing.

12. Upon assignment of each of the Assigned Contracts to the Purchaser, the Debtors and their estates shall be relieved, pursuant to 11 U.S.C. § 365(k), from any liability for any breach of the Assigned Contracts occurring after the Closing, including the payment of any rent, taxes, maintenance charges, or any other amounts attributable to circumstances, events, facts or periods occurring after the Closing.

13. Because the Purchaser has acted in good faith, pursuant to Section 363(m) of the Bankruptcy Code, the reversal or modification of this Order on appeal will not affect the validity of the transfer of the Assets (including, without limitation, the assumption and assignment of the Assigned Contracts) to the Purchaser or any other transactions contemplated by the Purchase Agreement and/or authorized by this Order, unless the same is stayed pending appeal prior to closing under the Purchase Agreement.

14. Nothing in this Order shall be deemed to modify the provisions of any orders entered previously in this case authorizing the Debtors to obtain post-petition financing from Action, the Cash Collateral Order, or the rights of any party thereunder.

15. The Court has jurisdiction under 28 U.S.C. §157 and 1334 and 11 U.S.C. §§ 105, 363, and 506 to determine the matters addressed herein as core proceedings under 28 U.S.C. § 157(b). This Court shall retain jurisdiction over any issues relating to the Purchase Agreement and to enforce its Order pursuant to 11 U.S.C. § 105 and Bankruptcy Rule 7070.

16. This is a final order and is enforceable upon entry by the Clerk of the Court. To the extent necessary under the Federal Rules of Bankruptcy Procedure 5003, 9014, 9021 and 9002, this Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of judgment as set forth herein and the stay of Federal Rules of Bankruptcy Procedure Rules 6004(h) and 6006(d) is hereby waived, modified and shall not apply to the sale of the Property and the assumption and assignment of the Assigned Contracts in accordance with the Agreement, and the Debtors are authorized to take all actions and enter into all transactions authorized by this Order immediately.

17. This Court retains jurisdiction to enforce and implement the terms and provisions of

this Order and the Purchase Agreement, all amendments thereto, any waivers and consents thereunder, including, but not limited to, retaining jurisdiction to: (a) resolve any disputes arising under or related to the Purchase Agreement, except as otherwise provided therein; and (b) interpret, implement and enforce the provisions of this Order.

[END OF DOCUMENT]

Prepared and presented by:

SCROGGINS & WILLIAMSON, P.C.

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of this 31st day of May, 2017, by and between New Five Paces Ventures, LLC, a Delaware Limited Partnership or its assigns (the "Buyer"), on the one hand, and NexxLinx Corporation, Inc. ("NexxLinx"); NexxLinx Global, Inc. ("NGI"); NexxLinx of New York, Inc. ("NNY"); NexxLinx of Texas, Inc. ("NTX"); CustomerLinx of North Carolina, Inc. ("CNC"); Microdyne Outsourcing Inc. ("MOI"); and NexxPhase, Inc. ("NexxPhase"), debtors and debtors-in-possession (collectively, the "Sellers"), on the other hand. The Buyer and Sellers may be referenced collectively as the "Parties" or individually, a "Party."

WHEREAS, the Sellers each filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101, et seq. (the "Bankruptcy Code"), on June 28, 2016 (or in the case of NexxPhase, on July 14, 2016) in the United States Bankruptcy Court for the Northern District of Georgia (the "Bankruptcy Court"). The cases are being jointly administered under Case Nos. 16-61225 (the "Case").

WHEREAS, subject to the approval and order of the Bankruptcy Court, Buyer desires to purchase from Sellers and Sellers desire to sell to Buyer the assets (as defined below) upon and subject to the terms and conditions set forth herein and pursuant to, inter alia, Section 363 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the promises, and the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows.

ARTICLE 1

PURCHASE AND SALE OF ASSETS; NO ASSUMED LIABILITIES

On the terms and subject to the conditions contained herein and subject to the approval of the Bankruptcy Court pursuant to Sections 105 and 363 of the Bankruptcy Code, Sellers agree to sell to Buyer, and Buyer agrees to purchase from Sellers, free and clear of all liens, claims, interests, pledges, option, charge, hypothecation, easement, security interest, defect of title, restriction on transferability, restriction on use or other encumbrance ("Liens"), all of Sellers' right, title and interest in and to the assets, that are listed on Exhibit A hereto ("Assets"). Buyer does not and will not assume any liability or obligation of Sellers whatsoever, whether fixed or contingent, known or unknown, disclosed or undisclosed under this Agreement, except for the identified liabilities listed on Exhibit B.

ARTICLE 2

PURCHASE PRICE

The aggregate purchase price for the identified Assets is Twenty Thousand Dollars (\$20,000.00) (the “Purchase Price”).

Prior to or concurrently with the mutual execution and delivery of this Agreement (the date of such mutual execution and delivery is sometimes referred to herein as the “Execution Date”), Buyer shall deposit with counsel for Sellers (the “Escrow Agent”) cash in an amount equal to \$2,000.00 ten percent (10%) of the purchase price by wire transfer of immediately available federal funds to an account designated by counsel for Sellers (the “Good Faith Deposit”). The Good Faith Deposit shall be held in escrow and shall be fully refundable in the event that the Closing does not occur by the Closing Date (as defined below) due to the fault of the Sellers. The Escrow Agent shall return to Buyer the Deposit upon the earlier of (i) Buyer’s termination of this Agreement under Section 5.1 as a result of the failure of a condition to Buyer’s obligations (a “Sellers Default Termination”), (ii) Buyer’s or Sellers’ termination of this Agreement at its election under Section 5.1, (iii) at the Outside Date and no Closing or Buyer Default Termination has occurred as of such date, (iv) upon closing of a sale of the Property to a third-party overbidder at the Auction, or (v) mutual termination of this Agreement under Section 5.1. The Escrow Agent shall deliver the Good Faith Deposit to Sellers upon the earlier of (A) Sellers’ termination of this Agreement under Section 5.1 as a result of the failure of a condition to Sellers’ obligations (a “Buyer Default Termination”) or (B) at the Closing of the sale to Buyer, to be credited to the Purchase Price. The Escrow Agent’s escrow fees and charges shall be paid by Buyer.

On the Closing Date, Buyer shall (i) pay and deliver to Sellers, by wire transfer in Good Funds, the Purchase Price less the Good Faith Deposit and (ii) instruct the Escrow Agent to deliver the Good Faith Deposit to Sellers, by wire transfer of Good Funds. The Closing Date shall be no later than June 30, 2017, or sooner, if practicable (the “Closing Date”). The Parties shall co-operate and shall enter into all other necessary documents that are necessary to evidence transfer of title to the Assets to Buyer or its designee.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

Section 3.1 Sellers represent and warrant to Buyer as follows.

A. Authority. To the extent necessary, the Approval Order shall grant to the Sellers all requisite power and authority to execute and deliver this Agreement and to perform the transactions contemplated hereby and thereby.

B. Title. The Approval Order shall convey to the Buyer good and valid legal and beneficial title in and to the Assets, free and clear of all Liens.

C. Personal Property Taxes. Sellers shall satisfy all personal property taxes required to have been paid, or which has been claimed, assessed or demanded by any municipality to be payable by Sellers with respect to the Assets. The entry of the Approval Order authorizing the transfer of beneficial title in and to the Assets to the Buyer, free and clear of all Liens, shall be deemed to satisfy this representation.

Section 3.2. Buyer represents and warrants to Sellers as follows.

A. Authority. All action on the part of Buyer necessary for the authorization, execution, delivery and performance of this Agreement by Buyer, including, but not limited to, the performance of Buyer's obligations hereunder, has been duly taken. This Agreement, when executed and delivered by Buyer, shall constitute the valid and binding obligation of Buyer enforceable in accordance with its terms.

B. Organization, Standing and Power. Buyer is a corporation duly organized, validly existing and in good standing under its jurisdiction of organization. Buyer has all requisite corporate power and authority to own, lease and operate its properties, to carry on its business as now being conducted and to execute, deliver and perform this Agreement and all writings relating hereto.

C. No Conflicts or Violations. The execution and delivery of this Agreement, the consummation of the transactions herein contemplated, and the performance of, fulfillment of and compliance with the terms and conditions hereof by Buyer do not and will not: (i) conflict with or result in a breach of the articles of incorporation or by-laws of Buyer; (ii) violate any statute, law, rule or regulation, or any order, writ, injunction or decree of any court or governmental authority; or (iii) violate or conflict with or constitute a default under any agreement, instrument or writing of any nature to which Buyer is a party or by which Buyer or its assets or properties may be bound.

D. Financing. Buyer has sufficient funds available to consummate the transactions contemplated hereby.

ARTICLE 4 **COVENANTS**

Buyer and Sellers agree as follows with respect to the period between the execution of this Agreement and the Closing Date:

Section 4.1 General. Subject to the terms of this Agreement, and, in the case of Sellers, approval of the Bankruptcy Court, Buyer and Sellers will each use commercially reasonable efforts to take all actions and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement.

Section 4.2 Notices. Sellers will use commercially reasonable efforts to give all necessary notices to third parties required under this Agreement, including all notices required in order to obtain the Approval Order.

Section 4.3 Transfer Taxes. To the extent the transaction contemplated by the Agreement is not tax exempt pursuant to Section 1146 of the Bankruptcy Code, the Buyer shall make all required payment of taxes, transfer taxes, fees, stamp taxes or other similar taxes or fees that are to be made in connection with the transfer of beneficial title (the “Transfer Taxes”), in the Assets. Buyer shall pay such Transfer Taxes and shall file all necessary documentation and returns with respect to such Transfer Taxes when due, and shall promptly, following the filing thereof, furnish a copy of such return or other filing and a copy of a receipt showing payment of any such transfer tax to Sellers.

Section 4.4 Approval Order. The Buyer’s obligations to proceed with the transaction contemplated by this Agreement are subject to and conditioned upon the Bankruptcy Court having entered the Approval Order.

ARTICLE 5 **TERMINATION**

Section 5.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing Date:

- A. By the mutual written consent of Sellers and Buyer;
- B. By either Buyer or Sellers if a court of competent jurisdiction or governmental, regulatory or administrative agency or commission shall have issued an order, decree or ruling or taken any other action, in each case permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement and such order, decree, ruling or other action shall have become final and nonappealable; or
- C. By Buyer if the Bankruptcy Court has not entered the Approval Order within forty-five (45) days after the date of this Agreement, or
- D. By Buyer if Sellers fail to perform its obligations under this Agreement.

ARTICLE 6 **MISCELLANEOUS PROVISIONS**

Section 6.1 Expenses. Except as specifically provided in this Agreement, all costs and expenses incurred by Sellers (including any broker fees) shall be paid by Sellers and all costs and expenses incurred by Buyer shall be paid by Buyer (including any broker fees).

Section 6.2 Effect of Headings. The subject headings of the Articles and Sections of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of the provisions hereof.

Section 6.3 Entire Agreement; Modification. This Agreement, together with all of the schedules and exhibits furnished hereunder, constitute the sole and entire agreement among the parties pertaining to the subject matter contained herein, and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties.

Section 6.4 Waiver. Any party hereto may waive, in writing, compliance by the other party of any of the covenants or conditions contained in this Agreement, except those conditions imposed by law. No act, failure to act, practice or custom shall constitute an implied waiver of full compliance with any of the provisions hereof. The granting of a written waiver pursuant to this Section shall apply, unless expressly set forth therein to the contrary, only to the specific incident of noncompliance with the specific provisions of this Agreement set forth therein.

Section 6.5 Counterparts. This Agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A party may execute this Agreement and transmit its signature electronically, which shall be fully binding, and the party taking such actions shall deliver a manually signed original as soon as is practicable.

Section 6.6 Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than Buyer and the parties to this Agreement and their respective successors and assigns, or is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement. None of the provisions hereof shall be deemed to give any third persons any right of subrogation or action over or against any party to this Agreement.

Section 6.7 Binding Effect. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

Section 6.8 Successors and Assigns. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Any assignment in violation of the foregoing shall be null and void.

Section 6.9 Notices. Any notices, consent, approval or other communications given pursuant to the provisions of this Agreement shall be in writing and shall be: (A) mailed by certified mail or registered mail, return receipt requested, postage prepaid, or (B) delivered by a nationally recognized overnight courier, U.S. Post Office

Express Mail, or similar overnight courier which delivers only upon signed receipt of the addressee, or (C) delivered by facsimile or hand delivered and addressed as follows:

If to Sellers:	Nexxlinx Corporation, Inc. c/o D. Alan Quarterman 3495 Buckhead Loop P.O. Box 19179 Atlanta, GA 31126
With a copy (which shall not constitute notice) to:	Ashley R. Ray, Esq. Scroggins & Williamson, P.C. 4401 Northside Parkway, Suite 450 Atlanta, GA 30327
If to Buyer:	New Five Paces Ventures, LLC 3495 Buckhead Loop P.O. Box 260130 Atlanta, GA 31126
And to:	Alan Quarterman 469 Blackland Road Atlanta, GA 30342
With a copy (which shall not constitute notice) to:	J. Michael Levengood, Esq. Law Office of J. Michael Levengood, LLC 150 S. Perry St., Suite 208 Lawrenceville, GA 30046

The time of giving of any notice shall be the time of receipt thereof by the addressee or any agent of the addressee, except that in the event the addressee or such agent of the addressee shall refuse to receive any notice given by registered mail or certified mail as above provided or there shall be no person available at the time of the delivery thereof to receive such notice, the time of the giving of such notice shall be the time of such refusal or the time of such delivery, as the case may be. Any party hereto may, by giving five (5) days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which notice shall be given.

Section 6.10 Definitions. All terms defined in this Agreement shall have such defined meanings when used in any exhibit, schedule, or any certificate or other document made or delivered pursuant thereto or thereto, unless otherwise defined therein.

Section 6.11 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any choice of law or conflict provision or rule, whether of the State of Georgia (or any other jurisdiction) that would cause the laws of any jurisdiction other than the State of Georgia to be applied. In furtherance of the foregoing, the internal law of the State of Georgia will control the interpretation and construction of this Agreement, even if under such jurisdiction's choice of law or conflict of law or analysis, the substantive law of some other jurisdiction would ordinarily apply.

Section 6.12 Bankruptcy Court Jurisdiction. BUYER AND SELLERS AGREE THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER

[Continued on Next Page]

ALL DISPUTES AND OTHER MATTERS RELATING; TO (i) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT OR ANY ANCILLARY DOCUMENT EXECUTED PURSUANT HERETO; AND/OR (ii) THE PROPERTY AND/OR ASSUMED LIABILITIES, AND BUYER EXPRESSLY CONSENTS TO AND AGREES NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION.

IN WITNESS WHEREOF, each of the parties hereto have signed this Agreement or has caused the same to be signed by its duly authorized officer as of the date first above written.

BUYER:

By: 

Its: MANAGING PARTNER

NEXXLINX CORPORATION, INC., et al.

By: _____

Its: _____

EXHIBIT A

- All tangible and intangible personal properties used in connection with the business currently located in Newburgh, NY (the “Business”).
- The contract and all amendments thereto with Financial Times (the “FT Contract”).
- All contracts or arrangements relating to the tax and tax preparation work done by and associated with the operations in Newburgh, NY (the “Tax Contracts”).
- All contracts and work associated with Aramark (the “Aramark Contract”).
- All other assets pertinent to the operation of the “Business” and any related contracts not described above (the “Other Contracts”) (the FT Contract, the Tax Contracts, the Aramark Contract and the Other Contracts being collectively referred to as the “Contracts”).
- Excluded assets consists of cash, cash equivalents, and accounts receivable generated through June 30, 2017.

EXHIBIT B

- The real property lease associated with the Business.
- Liabilities under the Contracts arising from and after the Closing Date.
- The payroll and payroll tax related obligations owed to employees in the Business from and after the Closing Date (for the avoidance of doubt, if payroll is paid in arrears, the Sellers and not Buyer shall be responsible for payment of payroll and payroll related taxes relating to wages and salaries earned by employees in the Business before the Closing Date, even if due to be paid after Closing).

Distribution List

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