

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN**

In re:

Plasco Tooling & Engineering Corporation,
Debtor.

Case No. 17-49638-mar
Chapter 11
Hon. Mark. A. Randon

Cover Sheet for Motion to Approve Sale Procedures

Plasco Tooling and Engineering Corporation ("Debtor") has filed a motion for approval of procedures for the sale of assets, which is attached to this cover sheet. In accordance with E.D. Mich. LBR 6004-1, Debtor has identified below, by page and paragraph number, the location in the proposed order accompanying the motion of each of the following provisions:

PROVISION	Contained in proposed order	Location in proposed order
(1) Provisions concerning the qualifications of the bidding parties.	<u> X </u> Yes _____ No	Page 5, ¶ 8b
(2) Provisions concerning the criteria for a qualifying bid and any deadlines for (i) submitting such a bid, and (ii) notification of whether the bid made constitutes a qualifying bid.	<u> X </u> Yes _____ No	Page 4, ¶ 3 Pages 6-7, ¶¶ 8e, 8f
(3) Provisions that require qualified bids to identify points of variation from the stalking horse bid (including price and other terms).	<u> X </u> Yes _____ No	Page 6, ¶ 8e
(4) Provisions pertaining to the conditions to the qualified bidders' obligation to consummate the purchase (including the time period within which the purchaser must close the transaction).	<u> X </u> Yes _____ No	Page 5, ¶ 5
(5) Provisions pertaining to the amount required for a good faith deposit.	<u> X </u> Yes _____ No	Page 7, ¶ 8e(ii)(D)

(6) Provisions that relate to a "Back-Up Buyer" should the first winning bidder fail to close the transaction within a specified period of time.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Pages 9-10, ¶ 9 Page 10, ¶¶ 11, 13
(7) No-shop or No-Solicitation provisions including the justification for such provision.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(8) Provisions relating to Break-Up fees, Topping fees, and/or Expense Reimbursement (including the waiver of such fees due to rebidding).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Page 7, ¶ 8e Page 10, ¶ 10 Page 11, ¶ 15
(9) Provisions specifying the bidding increments.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Page 9, ¶ 8j
(10) Provisions relating to auction procedures including manner in which auction is to be conducted and when the auction will be open and when it will close.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Page 4, ¶ 2 Page 9, ¶ 8j
(11) Provisions relating to whether the auction will occur and the termination of the auction process and/or sale.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Page 8, ¶ 8g
(12) Provision whether 10 day stay of F.R.Bankr.P. 6004(g) and 6006(d) is waived.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
(13) Provisions regarding timing for notice, submission of bids, objections to sale and other key events.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Page 4, ¶ 2 Pages 12-14, ¶ 19 Pages 14-15, ¶ 29

Respectfully submitted,

WERNETTE HEILMAN PLLC

Dated: July 26, 2017

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**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN**

In re:

Plasco Tooling & Engineering Corporation,

Debtor.

Case No. 17-49638-mar

Chapter 11

Hon. Mark. A. Randon

DEBTOR'S MOTION FOR ENTRY OF AN ORDER

**(A) ESTABLISHING BIDDING PROCEDURES FOR THE AUCTION SALE OF
SUBSTANTIALLY ALL DEBTOR'S ASSETS FREE AND CLEAR OF LIENS, CLAIMS
AND ENCUMBRANCES AND TRANSFERRING LIENS TO PROCEEDS;**

(B) SCHEDULING A SALE HEARING TO CONSIDER APPROVAL OF SALE;

**(C) ESTABLISHING EXECUTORY CONTRACT ASSUMPTION AND ASSIGNMENT
PROCEDURES; AND (D) APPROVING THE FORM AND MANNER OF SERVICE**

OF (1) THE STALKING HORSE PURCHASE AGREEMENT,

(2) THE NOTICE TO EXECUTORY CONTRACT COUNTER-PARTIES,

AND (3) THE NOTICE OF THE AUCTION AND SALE HEARING

Plasco Tooling & Engineering Corporation ("Debtor") through counsel, Wernette Heilman PLLC, for its above-referenced motion to sell substantially all Debtor's assets at auction and for related relief (the "Motion"), states:

INTRODUCTION AND SUMMARY OF KEY DATES

1. Through this Motion, Debtor seeks approval of bidding procedures relating to an auction sale for substantially all of Debtor's assets, and for related forms of relief. Approval of the sale itself will be sought through a separate motion filed promptly after the Auction and before the Sale Hearing, as discussed below.

2. In compliance with the Stalking Horse Purchase Agreement, defined below, and to enable Debtor to maximize value of its assets for the benefit of the estate and all creditors, and to minimize the risk of an uncontrolled liquidation, Debtor proposes that each milestone in the sale process occur on or before each the following dates:

<u>Event:</u>	<u>On or Before:</u>
Entry of Bidding Procedures Order	August 4, 2017
Serve the Auction and Sale Notice	August 9, 2017
Serve the Assumption and Assignment Notice	August 9, 2017
Deadline for Qualified Bids	August 25, 2017
Objection Deadline for Sale Objections	August 29, 2017 ¹
Assumption/Assignment Objections Deadline	August 29, 2017
Auction Sale, if Qualified Bids are received	August 29, 2017
Filing a Notice of Results of Auction Sale	August 30, 2017
Sale Hearing	September 1, 2017
Closing on the sale	September 18, 2017

JURISDICTION

3. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue of these proceedings and the Motion in this Court is proper under 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are sections 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002 and 6004, and Local Rules 6004-1 and 9014-1.

BACKGROUND

A. The Bankruptcy Case

5. On June 29, 2017 (“Petition Date”), Debtor commenced a voluntary case under chapter 11 of title 11 of the United States Code

¹ Because the Sale Hearing is proposed to occur three days after the Auction, Debtor proposes that objections relating solely to the conduct of the Auction or similar issues that could not possibly have been raised earlier must be filed within 24 hours before the Sale Hearing.

6. An official committee of unsecured creditors has been appointed in these chapter 11 cases (the “Committee”).

7. Debtor is a tooling and parts supplier to the aerospace industry, providing full-service program management, on-site tool design, programming and machining, and on-site installations, among. Debtor operates out of facilities located in Romeo, Michigan. Debtor employs five full-time employees and twenty-two hourly employees.

8. Debtor continues to operate its business as debtor-in-possession as permitted under section §§ 1107 and 1108 of the Bankruptcy Code.² Debtor is authorized to use cash collateral under the terms of an interim cash collateral order [DN 23], which Debtor anticipates will become a final order with terms approved by the Court at a hearing held on July 24, 2017.³

9. Debtor believes that its post-petition operations have been profitable and projects that Debtor will be able to continue ordinary course operations through early to mid-September. However, Debtor anticipates substantial reduced capacity utilization beginning in early to mid-September and increasing into October. Continued operations under these conditions would most likely result in operating losses, a reduction in the value of Debtor’s cash collateral, and an inability to continue operations without substantial post-petition financing.

² Unless otherwise specified, statutory references in this Motion are to sections of the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq.*

³ The Debtor, Committee and Debtor’s pre-petition lenders (“Lenders”) agreed to the terms of the final cash collateral order in principal at the hearing, and, as of the filing of this Motion, are working to revise the language of the cash collateral order to properly reflect the agreements placed on the record at the hearing.

B. Prepetition Marketing of Debtor's Assets

10. Before the Petition Date, Debtor engaged Angle Advisors LLC ("Angle") as its investment banker for the purpose of attempting to sell either the Debtor or substantially all Debtor's assets as a going concern.

11. Angle has been marketing a potential sale of the Debtor or the Debtor's assets on a going-concern basis to potential buyers in the aerospace industry since June, 2016. Angle has approached both strategic and financial buyers.

12. Although several buyers expressed interest and conducted substantial due diligence, Debtor did not receive any offer that it deemed acceptable until immediately before the Petition Date.

C. Negotiations with the Stalking Horse

13. In April, 2017, Angle contacted 3P Equity Partners, LLC ("3P") and 3P expressed interest in acquiring Debtor's assets.

14. After substantial arms-length negotiations spanning both prepetition and post-petition periods, on July 5, 2017, Debtor signed a letter of intent with 3P and Silver Sail Capital LLC providing for the sale of the Debtor's assets, subject to Bankruptcy Court approval and numerous other terms and conditions, for the purchase price of \$3,300,000 (the "Purchase Price").

15. Among the terms of the requirements of the letter of intent was a requirement that the Debtor's sole owner, John Zuccarini, contribute all intellectual property owned by Mr. Zuccarini that is used in the operation of the Seller's business, including, without limitation, any and all patents held in Mr. Zuccarini's name, and any and all rights associated therewith

(collectively, the “Zuccarini Assets”). In compliance with this requirement, Mr. Zuccarini agreed to contribute patent number 6247222 to Debtor.

16. Debtor continued negotiations with 3P and, on July 24, 2017, entered into an asset purchase agreement (“Stalking Horse Purchase Agreement”) with PTEC Holdings, Inc. (“Stalking Horse”), a newly formed entity affiliated with 3P. A copy of the Stalking Horse Purchase Agreement is attached as Exhibit 6.1.

17. Neither the Stalking Horse nor any of its affiliates or direct or indirect equity owners have any relationship to the Debtor except as stated in this Motion.

18. Mr. Zuccarini has negotiated a separate employment agreement with the Stalking Horse or an affiliate of Stalking Horse, which will be provided to Lenders and Committee on reasonable request. The execution of an employment agreement is not a condition for any potential purchasers to bid under the terms of the sale procedures set forth below. To the best of Debtor’s knowledge, Stalking Horse intends to re-locate the Purchased Assets (defined below) and will not enter into an agreement to purchase or lease facilities owned by Mr. Zuccarini currently occupied by Debtor.

D. Description of Material Terms of the Stalking Horse Purchase Agreement

19. The following is a general description of certain material terms of the Stalking Horse Purchase Agreement. This description does not include all terms that parties may believe to be material, and Debtor urges all interested parties to review the attached Stalking Horse Purchase Agreement in its entirety. In the event of any inconsistency between the description of the terms of the Stalking Horse Purchase Agreement and the Stalking Horse Purchase Agreement itself, the terms of the Stalking Horse Purchase Agreement shall govern.

- (a) The “Purchased Assets”⁴ are all of the assets of the Debtor (other than the Excluded Assets) that constitute property of the Debtor’s bankruptcy estate pursuant to Section 541 of the Bankruptcy Code, including, without limitation, all accounts receivable, inventory, equipment, intellectual property and intangible assets, and certain contracts and equipment leases designated by Purchaser, computer hardware and software, files, records, and all other general intangibles related to the operation of the Debtor’s business, in each case, other than the Excluded Assets.
- (b) The “Excluded Assets” are:
- all claims, rights of offset or causes of action against third Parties arising under and relating to Chapter 5 of the Bankruptcy Code, other than Assumed Contract Rights;
 - all Excluded Contracts (as defined in the Stalking Horse Purchase Agreement);
 - all personnel records and other records that the Debtor is required by law to retain in its possession and any retained copies of any record or document included in the Purchased Assets; and
 - all insurance proceeds, claims and/or causes of action solely with respect to or arising in connection with (i) any Excluded Contract, or (ii) any item of tangible or intangible property not acquired by Purchaser at the Closing.
- (c) The “Purchase Price” is \$3,300,000 in Good Funds, subject to adjustment as follows: (i) the Stalking Horse may apply the Deposit towards the Purchase Price, (ii) amounts received by Debtor on account of the Purchased Assets up to the Closing, excepting cash or other consideration received by the Debtor in respect of accounts receivable through the Closing, except to the extent any such cash or other consideration is designated or used to repay any principal amounts owed to the Debtor’s secured creditors; and (iii) application of the Holdback Amount based on the Eligible Accounts Receivable Amount as of Closing. *See* Stalking Horse Purchase Agreement, Article 4.
- (d) The Holdback Amount is \$350,000.
- (e) The Deposit is \$75,000, refundable if Stalking Horse is not in breach as set forth in Articles 4 and 15.
- (f) Assumed Liabilities are limited to (i) all Liabilities of the Debtor with respect to the Purchased Assets which accrue and are to be performed from and after the Closing under the Assumed Contracts which relate to time periods or goods or services provided to or by Purchaser after the Closing; and (ii) all Liabilities of

⁴ Capitalized terms not otherwise defined herein shall have those meanings ascribed to them in the Motion.

the Debtor to the extent required pursuant to the Bankruptcy Code as a precondition in order to allow the Debtor to assign the Assumed Contracts to Purchaser in accordance with the terms of the Stalking Horse Purchase Agreement (including cure payments).

- (g) The Stalking Horse Purchase Agreement is subject to better and higher bids that may be received by Debtor at an Auction after a marketing period as set forth in more detail below. If Stalking Horse is not the Successful Purchaser, Stalking Horse shall be entitled to receive a breakup fee in an amount equal to two percent (2%) of the Purchase Price paid by the Qualified Bidder (the “Breakup Fee”) plus reimbursement of actual out-of-pocket costs and expenses incurred by the Purchaser not to exceed \$100,000 (the “Expense Reimbursement”).
- (h) The Stalking Horse Purchase Agreement requires that a sale hearing be held on or before September 1, 2017 and that Closing on the sale must occur on or before September 18, 2017.
- (i) The Stalking Horse Purchase Agreement includes procedures for Debtor to assume executory contracts and unexpired leases and assign such contracts and leases to the Stalking Horse, consistent with the procedures set forth below.
- (j) The Stalking Horse Purchase Agreement contains numerous additional terms and conditions including, but not limited to, representations and warranties by Debtor and the Stalking Horse, conditions on the Stalking Horse’s obligation to close, disclaimer of various warranties by Debtor, and termination and breach provisions.

RELIEF REQUESTED

20. Through this Motion, Debtor requests that this Court enter the attached proposed order approving procedures for the sale of substantially all Debtor’s assets free and clear of all liens, claims and interests, including:

- (a) Approval of the Stalking Horse Purchase Agreement, for purposes of the Bidding Procedures only, including the amount of the Breakup Fee and Expense Reimbursement;
- (b) Approval of the proposed bidding procedures set forth below and in the proposed order attached as Exhibit 1, including the marketing of Debtor’s

assets for sale to potential bidders, the qualification of potential purchasers as Qualified Bidders, providing due diligence materials, and the conduct of the Auction;

- (c) Scheduling a Sale Hearing on or before September 1, 2017;
- (d) Approval of procedures for assumption and assignment of executory contracts and unexpired leases and of the form and service of the Assumption and Assignment Notice in the form attached as Exhibit 6.2 to this Motion; and
- (e) Approval of the form and service of the Auction and Sale Notice, attached as Exhibit 6.3 to this Motion

A. Approval of the Stalking Horse Purchase Agreement.

21. The Stalking Horse Purchase Agreement was negotiated in good faith after substantial negotiations.

22. Based on Debtor's marketing activity before the Petition Date and the level of interest expressed by potential purchasers before and after the Petition Date, Debtor believes that the terms and conditions set forth in the Stalking Horse Purchase Agreement, subject to higher and better bids at Auction, are in the best interests of Debtor, Debtor's estates and creditors.

23. Therefore, Debtor requests that the Court approve the Stalking Horse Purchase Agreement for purposes of this Motion, including the Breakup Fee and Expense Reimbursement, with final approval of the contemplated sale reserved for the Sale Hearing.

24. Debtor also requests, subject to approval of the sale at the Sale Hearing, that the Debtor be authorized to pay all costs and fees incurred of conducting the sale, including United States Trustee's fees, investment banking fees, and other administrative expenses

reasonable and necessary for the conduct of the sale and to obtain Court approvals out of the net proceeds from the Purchase Price. To the extent any costs and fees require Bankruptcy Court approval, Debtor requests authorization to reserve an estimated amount for payment of such costs and fees, including investment banking fees, attorneys' fees and fees incurred by other professionals, in a segregated account to be held for the benefit of all persons and entities that incurred the costs and fees on behalf of Debtor's estate in connection with the sale of the Purchased Assets.

B. The Sale Procedures

25. Debtor seeks approval of the following Bidding Procedures, as contained in the attached proposed Bidding Procedures Order:

a. Persons and entities interested in bidding on Debtor's assets ("Potential Bidders") must execute a confidentiality agreement reasonably acceptable to Debtor before being provided access to any confidential information regarding Debtor.

b. A "Qualified Bidder" means a Potential Bidder that submits a Qualified Bid, as defined below, and demonstrates, to the reasonable satisfaction of Debtor, in consultation with the Committee and Lenders, that it possesses the financial capability, business plan and management structure to close the acquisition of the Purchased Assets.

Notwithstanding the foregoing, the Stalking Horse shall be a Qualified Bidder and the Stalking Horse Purchase Agreement shall be a Qualified Bid for all purposes.

c. Debtor will designate an employee or other representative to coordinate all reasonable requests for additional information and due diligence access from such Qualified Bidders. Debtor shall not be obligated to furnish any due diligence information after the Bid Deadline (as defined below). Debtor is not responsible for, and will bear no liability with

respect to, the accuracy of any information obtained by any Qualified Bidder in connection with the sale of the Purchased Assets.

d. Angle Advisors is directed to coordinate all reasonable requests for additional information and due diligence access from Potential Bidders and Qualified Bidders. Debtor shall not be obligated to furnish any due diligence information after the Bid Deadline (as defined below). Angle Advisors is not responsible for, and will bear no liability with respect to, the accuracy of any information obtained by any Qualified Bidder in connection with the sale of the Purchased Assets.

e. Debtor will consider only Qualified Bids from Qualified Bidders. To be a “Qualified Bid”, the bid must, unless waived by Debtor, after consultation with the Lenders and the Committee, be received from a Qualified Bidder and:

i be actually received in writing (bids submitted only by email, facsimile or other electronic means may be considered in the Debtor’s discretion) by Matt Zwack of Angle Advisors at 101 Southfield Road, 2nd Floor, Birmingham, MI 48009, by no later than 5:00 p.m. (prevailing Eastern time) August __, 2017 (the “Bid Deadline”);

ii be accompanied by:

A a duly executed asset purchase agreement on the same terms as the Stalking Horse Purchase Agreement or that is marked to reflect variations from the Stalking Horse Purchase Agreement,

B a letter stating that the bidder’s offer is irrevocable until the conclusion of the Sale Hearing, agreeing that the bidder shall be bound by the terms of its proposed purchase and sale agreement, acknowledges a closing of the transactions comprising the Qualified Bid by not later than the Closing Date, and agreeing to be bound by the Stand-by Provision as set forth in paragraph __ below,

C written evidence from a third party, reasonably satisfactory to the Debtor, in consultation with Lenders and the Committee, of its financial ability to perform the obligations under the proposed purchase and sale agreement, without any financing or other contingency, by no later than the Closing Date, and

D an earnest money deposit of immediately available good funds (U.S.) in the amount of \$75,000, which deposit shall not be subject to any liens or encumbrances (which shall be deposited with Levene, Neale, Bender, Yoo & Brill L.L.P. ("Escrow Holder"), and which shall be applied to the purchase price if the bidder becomes a Successful Bidder (as defined below) or forfeited to Debtor if the bidder becomes a Successful Bidder or Stand-by Bidder and defaults under the terms of its proposed Purchase Agreement or this Order. The deposit of the Stand-by Bidder (as defined below) shall be returned by Escrow Holder on or before five (5) business days after the closing of a sale to the Successful Bidder (as defined below), and all other deposits shall be returned by Escrow Holder to all other Qualified Bidders promptly after the Sale Hearing;

iii be on the same or better material terms and conditions as set forth in the Stalking Horse Purchase Agreement, or as the Bankruptcy Court may determine are in the best interests of creditors and the Debtor's bankruptcy estate, including, among other things, contingencies relating to due diligence, financing, environmental or labor issues, customer or supplier contracts, or any other material conditions precedent to the bidder's obligation to close must not be materially greater than those set forth in the Stalking Horse Purchase Agreement;

iv designate the assets of Debtor subject to the Bid and the executory contracts and unexpired leases that the bidder will request Debtor to assume and assign to the bidder accompanied by evidence of adequate assurance of future performance as to any such executory contracts; and

v a bid, or a combination of bids, for the assets that aggregate to a purchase price at least equal to \$100,000 more than the sum of the Purchase Price, the Breakup Fee and the Expense Reimbursement.

f. Debtor, in consultation with the Committee and Lenders, will determine which Bid(s) constitute Qualified Bids and Debtor may inform any Potential Bidder of any deficiency in a bid and discuss methods to cure the deficiencies so that the bid may be considered a Qualified Bid.

g. If one or more Qualified Bids (other than that of the Stalking Horse) have been received by the Bid Deadline, Debtor shall conduct the Auction. Only the Stalking Horse and Qualified Bidders may participate in the Auction. If there is no Qualified Bid (other than

that of the Stalking Horse), Debtor shall not conduct the Auction and shall proceed with the sale to the Stalking Horse on the terms set forth in the Stalking Horse Purchase Agreement subject to the approval of the Court at the Sale Hearing.

h. Each Qualified Bidder must appear in person at the Auction or through a duly authorized representative, unless alternative arrangements acceptable to the Debtor are made in advance with Debtor. Lenders, the Committee, the United States Trustee, and their respective professionals may also attend the Auction.

i. Each Potential Bidder and Qualified Bidder, as a consequence of submitting a bid, shall be deemed to represent, agree and acknowledge (i) that it understands and is bound by the Bidding Procedures and the other terms of this Order, including the Stand-By Provision; (ii) that it had an opportunity to inspect and examine the Purchased Assets and the existing contracts and to review all pertinent documents and information with respect to such Purchased Assets before making its offer or has waived inspection, and that each Qualified Bidder relied solely on that review and upon its own investigation and inspection in making its bid; (iii) that the Qualified Bidder is not relying upon any written or oral statements, representations, promises, warranties or guarantees of any kind whether express or implied, by operation of law or otherwise, made by any person or party, including Debtor, Lenders, the Committee, their respective agents or representatives including any information regarding Debtor, its business or its assets, these Bidding Procedures or the completeness of any information provided in connection therewith; (iv) that it submits its own bid of its own volition and with full knowledge of the potential consequences; (v) that, unless as disclosed to Debtor and the Committee at the time the bid is submitted, the bid is not made in with the involvement of or collusion with any other entity or person, and (vi) that, unless disclosed to Debtor and the

Committee at the time the bid is submitted, the bid is not made by an insider or affiliate of (A) the Debtor, an officer, director, employee or agent of the Debtor, (B) any member of the Committee, or (C) any other person or entity acting in a fiduciary capacity with respect to the Debtor-in-possession or any assets of the estate.

j. Debtor, in consultation with the Committee, may conduct the Auction in the manner they determine will result in the highest, best or otherwise financially superior offer. Bidding at the Auction will commence with the highest Qualified Bid determined by Debtor, after consultation with the Lenders and the Committee, which shall serve as the lead bid (the “Baseline Bid”), and will continue in minimum increments of \$50,000.00 or a multiple thereof (the “Incremental Bid Amount”). Qualified Bidders that have submitted a Qualified Bid, including the Stalking Horse, may submit bids at the Auction, and may increase or modify bids in accordance with the Incremental Bid Amount to make their bid more favorable to Debtor. Bidding will continue until such time as the Qualified Bidder with the highest and best offer for the purchase of the Purchased Assets (the “Successful Bid”) is determined by Debtor, in consultation with Lenders and the Committee (the “Successful Bidder”).

26. The Debtor, in consultation with Lenders and the Committee, shall also determine the second highest bid, which shall be the “Stand-by Bidder.” For the purpose of determining the Successful Bidder and the Stand-by Bidder, the full amount of the Break-Up Fee and the Expense Reimbursement (defined below) payable to the Stalking Horse shall be added to any overbid submitted by the Stalking Horse.

C. Scheduling A Sale Hearing

27. Debtor requests that the Court schedule a Sale Hearing to occur on or before September 1, 2017.

28. The Stalking Horse Purchase Agreement requires that the Sale Hearing be held on or before September 1, 2017. This date was chosen so that the order approving the sale can become a final order before the Closing, which must occur on or before September 18, 2017.

29. The Closing Date was determined based on both the needs and requirements of Debtor and Stalking Horse. Debtor requires that the sale close by early to mid-September because Debtor reasonably believes there is substantial risk to the Debtor's ability to continue ordinary course operations after mid-September, and failure to close by that date will likely diminish the value of Debtor's assets to the detriment of Debtor's estate and creditors.

30. Therefore, Debtor requests that the Court schedule the Sale Hearing **on or before September 1, 2017.**

D. Approval of the Form and Service of the Assumption and Assignment Notice

31. As part of the sale of substantially all Debtor's assets, Debtor anticipates that Stalking Horse or another Successful Bidder will seek the assignment of some or all of Debtor's executory contracts and unexpired leases. To facilitate the sale, Debtor requests approval of the following assumption and assignment procedures and of the form and service of the Assumption and Assignment Notice (defined below):

a. Three (3) business days after the entry of this Order, Debtor shall serve on the counterparties to the contracts on the Contract Lists a notice (the "Assumption and Assignment Notice") in the form attached as Exhibit 6.2, containing the following information:

(i) Notice that Debtor may, subject to Court approval, assume and assign the executory contracts and unexpired leases to the Stalking Horse or a Successful Bidder, and opportunity to object;

(ii) The cure amount Debtor proposes to pay to each counterparty in compliance with the key requirements of Section 365 of the Bankruptcy Code (the "Pre-Petition Cure Amount");

(iii) That the counterparties to the executory contracts and unexpired leases may file and serve objections to the assumption and assignment of the executory contracts and unexpired leases or the Pre-Petition Cure Amount, and that any such objections must be filed and served on or before the Assumption/Assignment Objection Deadline, as described below; and

(iv) That for each executory contract and unexpired lease for which an objection is timely received, a hearing will be held at the Sale Hearing to resolve all objections.

b. The counterparties to the Assumed Contracts and Assumed Leases must file any objections to the assumption and assignment of the Assumed Contracts and Assumed Leases or the Pre-Petition Cure Amount at least three business (3) days prior to the Auction (the “Assumption/Assignment Objection Deadline”) and shall serve such objection so that the objection is actually received on or before the Assumption/Assignment Objection Deadline by counsel for: (i) Debtor; (ii) Stalking Horse, (iii) Lenders, (iv) the Committee, and (v) the Office of the United States Trustee.

c. Any party who fails to object by the Assumption/Assignment Objection Deadline shall be forever barred from objecting to the assumption and assignment of its respective executory contract or unexpired lease;

d. The Successful Bidder or, if the Successful Bidder does not close, the Stand-by Bidder or other Qualified Bidder that actually closes on the sale of the Purchased Assets (the “Successful Purchaser”) shall provide a notice to each counter-party of assumption and assignment and shall pay the Pre-Petition Cure Amount within thirty (30) days after the date of the closing of the sale of the Purchased Assets. The executory contract or unexpired lease shall be deemed assumed upon receipt of the notice and payment of the Pre-Petition Cure Amount. No executory contract or unexpired lease shall be deemed assumed under these

procedures unless and until the Successful Purchaser provides the notice and pays the Pre-Petition Cure Amount.

e. The Successful Purchaser may choose to not assume any of the executory contracts and unexpired leases notwithstanding any authorization to assume and assign such contracts and leases obtained by Debtor at the Sale Hearing. In such event, the Successful Purchaser shall file a notice with the Court and serve upon the respective counter-parties, within thirty (30) after closing on the Purchased Assets, listing all executory contracts and unexpired leases that Debtor was authorized to assume and assign at the Sale Hearing, but which the Successful Purchaser elects to not assume. Each such executory contract and unexpired lease will not be assumed and neither the Debtor nor the Successful Purchaser shall be responsible to pay the Pre-Petition Cure Amount.

32. The above procedures are without prejudice Debtor's right to assume or reject any executory contract or unexpired lease not assumed according to these procedures. Among other things, Debtor reserves the right to seek to assume and assign any additional executory contracts or unexpired leases as requested by Stalking Horse or Successful Purchaser, and to seek an expedited hearing on such motion for good cause.

E. Approval of the Form and Service of the Auction and Sale Notice.

33. Debtor proposes to give notice of the Order granting this Motion, the Bidding Procedures, the Auction, and the Sale Hearing by mailing a copy of the Auction and Sale Notice, attached as Exhibit 6.3, by first class mail, to the following (collectively, the "Notice Parties"):

- a. The Office of the United States Trustee;
- b. Committee counsel;

- c. Counsel for Lenders
- d. All other parties known by Debtor to assert a security interest or lien on Debtor's assets;
- e. All parties to contracts and leases with Debtor;
- f. All applicable federal and state taxing authorities;
- g. All parties who have requested notice in the case; and
- h. All interested parties who executed confidentiality agreements in anticipation of a possible bid on the Purchased Assets.

BASIS FOR RELIEF

34. The sale procedures and Stalking Horse Purchase Agreement provide for the sale of the Purchased Assets free and clear of all liens, claims and interests.

35. Debtor asserts that a sufficient basis exists to sell the Purchased Assets free and clear of liens, claims and interests, pursuant to Section 363(f), and hereby requests approval for the sale procedures (subject to the Sale Order) as set forth above and in the proposed Order.

36. Section 363 of the Bankruptcy Code authorizes a debtor to use, sell or lease property of the estate outside the ordinary course of business free and clear of any interest in such property. 11 U.S.C. § 363(f). Section 363(f) of the Bankruptcy Code authorizes the sale of property to be free and clear of interests in such property held by an entity if:

- (1) applicable nonbankruptcy law permits a sale of such property free and clear of such interest;
- (2) such entity consents;
- (3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (4) such interest is in bona fide dispute; or

- (5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

See, generally, In re Leckie Smokeless Coal Co., 99 F.3d 573 (4th Cir. 1996); *In re Gulf States Steel, Inc. of Alabama*, 285 B.R. 497, 506 (Bankr. N.D. Ala. 2002).

37. The “interests” in property that assets may be sold “free of” include liens, claims and other encumbrances. *See Leckie Smokeless*, 99 F.3d at 581-582; *In re Aneco Elect. Const., Inc.*, 377 B.R. 338 (Bankr. M.D. Fla. 2006).

38. Section 363(f) of the Bankruptcy Code is drafted in the disjunctive. Thus, satisfaction of any one of the requirements enumerated therein will suffice to warrant the sale of the Purchased Assets free and clear of all interests, except with respect to any interests that are liabilities to be assumed under the asset purchase agreement. *See Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (E.D. Pa. 1988).

39. Courts have also consistently held that a buyer of a debtor's assets pursuant to a Bankruptcy Code section 363 sale takes free and clear from successor liability relating to the debtor's business. *In re Trans World Airlines, Inc.*, 322 F.3d 283, 288-90 (3d Cir. 2003) (sale of assets pursuant to section 363(f) barred successor liability claims for employment discrimination and rights under travel voucher program); *In re Insilco Techs., Inc.*, 351 B.R. 313, 322 (Bankr. D. Del. 2006) (stating that a 363 sale permits a buyer to take ownership of property without concern that a creditor will file suit based on a successor liability theory).

40. Section 363(b) of the Bankruptcy Code specifically authorizes asset sales outside the ordinary course of business. *See* 11 U.S.C. § 363(b)(1) (“[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”).

41. In approving the sale of assets outside the ordinary course of business and outside of a chapter 11 plan pursuant to section 363 of the Bankruptcy Code, courts, including those in the Sixth Circuit, have adopted the “sound business reason” test established by the Second Circuit in *In re Lionel Corp.*, 722 F.2d 1063 (2d Cir. 1983). *See also Stephens Industries, Inc. v. McClung*, 789 F.2d 386, 391 (6th Cir. 1986).

42. Sale of substantially all the Debtor’s assets at this time is in the best interests of Debtor, Debtor’s estate and creditors because Debtor cannot confidently project profitable operations after mid-September, or even the ability to continue ordinary course operations.

43. If Debtor were to cease operations, Debtor’s assets would be liquidated without any going concern value. Based on prepetition and post-petition marketing activities and inquiries, Debtor is highly confident that a liquidation after cessation of business will result in proceeds substantially lower than the Purchase Price set forth in the Stalking Horse Purchase Agreement. Debtor submits that a substantial risk to its ability to continue operations constitutes a sound business reason for the sale of substantially all Debtor’s assets free and clear of liens, claims and encumbrances.

44. Debtor further submits that the proposed auction process, sales procedures and notices are reasonably constructed to maximize value of Debtor’s assets, including through participation in the sale process by other potential bidders, and to provide adequate notice to all interested parties, including creditors and contract counter-parties.

45. Specifically, Debtor requests approval of the Breakup Fee and Expense Reimbursement. Debtor believes the Breakup Fee and Expense Reimbursement is reasonably related to the risk, effort and expenses of the Stalking Horse. *See In re Integrated Resources, Inc.* 147 B.R. 650, 662-63 (S.D.N.Y 1992) (breakup fees should be reasonably related to the

risk, effort, and expenses of the prospective purchaser.). The Stalking Horse has already expended considerable resources conducting due diligence and negotiating the Stalking Horse Purchase Agreement, as well as preparing for a transition in early to mid-September, and the Stalking Horse will continue expending resources in anticipation of purchasing Debtor's assets throughout the sale process.

46. Further, Debtor submits that the Breakup Fee and Expense Reimbursement requirements are reasonable when compared to the benefits obtained by Debtor through execution of the Stalking Horse Purchase Agreement, which (i) sets a standard against which all other offers can be judged, (ii) is likely to increase interest by other potential purchasers that have invested the required resources to conduct due diligence and negotiate an asset purchase agreement, and (iii) provides a reasonable purchase price for Debtor's assets in the absence of any higher and better offers.

47. Debtor also submits that the proposed notices provide adequate notice to parties-in-interest. The Auction and Sale Notice sufficiently describes the terms and conditions of the sale and the Bidding Procedures. *See Delaware & Hudson Railway*, 124 B.R. 169, 180 (Del. 1991) (the disclosures in sale notice do not need to include the functional equivalent of a disclosure statement).

48. Similarly, the Assumption and Assignment Notice provides the counterparties to Debtor's executory contracts and unexpired leases with all necessary information regarding the potential assumption and assignment of the contracts, notice that the contract or lease may be assumed, the proposed cure amounts, and the Assumption/Assignment Objection Deadline.

NOTICE

49. Debtor shall serve a complete copy of this Motion, with all exhibits, via this Court's electronic case filing (ecf) system or, for those parties that do not receive notice via ecf, first class U.S. mail, hand delivery, or overnight courier, on the following:

- a. The Office of the United States Trustee;
- b. Committee counsel;
- c. Counsel for Lenders
- d. All other parties known by Debtor to assert a security interest or lien on Debtor's assets;
- e. All parties to contracts and leases with Debtor;
- f. All applicable federal and state taxing authorities; and
- g. All other parties who have requested notice in the case.

WHEREFORE, Debtor requests that the Court enter the attached proposed order approving procedures for the sale of substantially all Debtor's assets free and clear of all liens, claims and interests, including:

- (a) Approval of the Stalking Horse Purchase Agreement, for purposes of the Bidding Procedures only, including the amount of the Breakup Fee and Expense Reimbursement;
- (b) Approval of the proposed bidding procedures set forth below and in the proposed order attached as Exhibit 1, including the marketing of Debtor's assets for sale to potential bidders, the qualification of potential purchasers as Qualified Bidders, providing due diligence materials, and the conduct of the Auction;

- (c) Scheduling a Sale Hearing on or before September 1, 2017;
- (d) Approval of procedures for assumption and assignment of executory contracts and unexpired leases and of the form and service of the Assumption and Assignment Notice in the form attached as Exhibit 6.2 to this Motion; and
- (e) Approval of the form and service of the Auction and Sale Notice, attached as Exhibit 6.3 to this Motion.

Respectfully submitted,

WERNETTE HEILMAN PLLC

Dated: July 26, 2017

By: /s/ Ryan D. Heilman
Ryan D. Heilman (P63952)
Michael R. Wernette (P55659)
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EXHIBIT INDEX

In Compliance with Local ECF Procedure 6

EXHIBIT 1	Proposed Order
EXHIBIT 2	N/A – Debtor is seeking an expedited hearing and will serve notice of an order scheduling a hearing as required by the Court.
EXHIBIT 3	N/A
EXHIBIT 4	Certificate of Service – to be filed as a separate docket entry.
EXHIBIT 5	N/A
EXHIBIT 6.1	Stalking Horse Purchase Agreement
EXHIBIT 6.2	Proposed Assumption and Assignment Notice
EXHIBIT 6.3	Proposed Auction and Sale Notice

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN**

In re:

Plasco Tooling & Engineering Corporation,

Debtor.

Case No. 17-49638-mar
Chapter 11
Hon. Mark. A. Randon

**ORDER (A) ESTABLISHING BIDDING PROCEDURES FOR THE AUCTION SALE
OF SUBSTANTIALLY ALL DEBTOR'S ASSETS FREE AND CLEAR OF LIENS,
CLAIMS AND ENCUMBRANCES AND TRANSFERRING LIENS TO PROCEEDS;
(B) SCHEDULING A SALE HEARING TO CONSIDER APPROVAL OF SALE;
(C) ESTABLISHING EXECUTORY CONTRACT ASSUMPTION AND ASSIGNMENT
PROCEDURES; AND (D) APPROVING THE FORM AND MANNER OF SERVICE
OF (1) THE STALKING HORSE PURCHASE AGREEMENT,
(2) THE NOTICE TO EXECUTORY CONTRACT COUNTER-PARTIES,
AND (3) THE NOTICE OF THE AUCTION AND SALE HEARING**

This matter having come before the Court upon the Debtor's Motion for Entry of an Order (A) Establishing Bidding Procedures for the Auction Sale of Substantially all Debtor's Assets Free and Clear of Liens, Claims and Encumbrances and Transferring Liens to Proceeds; (B) Scheduling a Sale Hearing to Consider Approval of Sale; (C) Establishing Executory Contract Assumption and Assignment Procedures; and (D) Approving the Form and Manner of Service of (1) the Auction Notice, (2) the Notice to Executory Contract Counter-parties, and (3) the Notice of the Sale Hearing (the "Motion")¹ [DN ____]; all objections to the relief requested in the Motion having been resolved; no further notice or hearing on Debtor's requested relief being necessary or required; and the Court being fully advised in the premises:

¹ Capitalized terms not otherwise defined herein shall have those meanings ascribed to them in the Motion.

The Court finds that:

A. This is a final order within the meaning of 28 U.S.C. § 158(a). To the extent any of these findings of fact constitute conclusions of law, they are adopted as such. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052, made applicable to this proceeding pursuant to Fed. R. Bankr. P. 9014.

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

C. The statutory bases for the requested relief are §§ 105(a) and 363 of the United States Bankruptcy Code, 11 U.S.C. § 101 *et seq.* and Fed R. Bankr. P. 2002 and 6004.

D. The proposed procedures for the sale of the Purchased Assets are in accordance with the requirements of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, and this Court's Local Rules.

E. Debtor's efforts to sell the Purchased Assets, as set forth in the Motion, are in the best interests of Debtor, its creditors and the bankruptcy estate.

F. The Stalking Horse has negotiated the proposed Stalking Horse Purchase Agreement with the Debtor at arms-length and in good faith. Approval of the Stalking Horse Purchase Agreement on the terms set forth in the Motion, including the Break-up Fee, subject to higher and better Bids at the Auction, is in the best interests of Debtor, its creditors and the bankruptcy estate.

G. The Purchased Assets to be sold by Debtor pursuant to the Motion are all of the assets of the Debtor (other than the Excluded Assets) that constitute property of the Debtor's bankruptcy estate pursuant to Section 541 of the Bankruptcy Code, including, without limitation, all accounts receivable, inventory, equipment, intellectual property and intangible assets, and certain contracts and equipment leases designated by Purchaser, computer hardware and software, files, records, and all other general intangibles related to the operation of the Debtor's business, in each case, other than the Excluded Assets.²

H. The Excluded Assets, which are not included in the definition of "Purchased Assets" are (a) all claims, rights of offset or causes of action against third Parties arising under and relating to Chapter 5 of the Bankruptcy Code, other than Assumed Contract Rights; (b) all Excluded Contracts, (c) all personnel records and other records that the Debtor is required by law to retain in its possession and any retained copies of any record or document included in the Purchased Assets; (d) all insurance proceeds, claims and/or causes of action solely with respect to or arising in connection with (i) any Excluded Contract, or (ii) any item of tangible or intangible property not acquired by Purchaser at the Closing, and (e) any other asset that Debtor and the Successful Purchaser agree in writing, in consultation with the Committee, are Excluded Assets. "Excluded Contract" means any Contract that is not an Assumed Contract.

I. Adequate and proper notice for request of the relief granted herein was given and no further notice is necessary.

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

1. The Motion is GRANTED to the extent of the relief contained herein. All

² In the event of any inconsistency between the description of the terms of the Stalking Horse Purchase Agreement and the Stalking Horse Purchase Agreement itself, the terms of the Stalking Horse Purchase Agreement shall govern.

objections in connection with the relief contained herein that have not been resolved are overruled.

Bidding Procedures

2. The Auction is scheduled for August __, 2017 at __:__ .m. at the offices of Wernette Heilman PLLC, 24725 W. 12 Mile Rd., Southfield, Michigan, 48034. Written notice of any adjournment or re-location of the Auction must be filed with the Court and noticed to the Committee, the Lenders, the United States Trustee, the Stalking Horse and all other Qualified Bidders, if any, no less than 24 hours before the scheduled commencement of the Auction. Once commenced, the Auction may be adjourned by Debtor with the agreement of the Committee and the Stalking Horse with notice to all individuals in attendance at the Auction.

3. All Qualified Bids (as defined below) must be actually received in writing by Matt Zwack of Angle Advisors at 101 Southfield Road, 2nd Floor, Birmingham, MI 48009, by no later than 5:00 p.m. (prevailing Eastern time) on the date that is three days before the Auction (or the prior business day if the date would otherwise fall on a non-business day).

4. The Sale Hearing will be held on _____, 2017 at __:__ .m., at 211 W. Fort St., Courtroom 1825, Detroit, Michigan 48226. An objections to the proposed sale of substantially all Debtor's assets free and clear of liens, claims and encumbrances as contemplated in the Motion and this Order must be filed with the Court by _____, 2017 (the "Sale Objection Deadline"). Any party that does not file an objection by the Sale Objection Deadline shall be deemed to consent to the proposed sale substantially consistent with the terms set forth in this Order. However, objections relating solely to the conduct of the Auction or another issue that could not possibly have been raised earlier may be filed within 24 hours before the Sale Hearing.

5. The Successful Bidder (as defined below) is required to close on the sale of the Purchased Assets on or before September 18, 2017. Closing includes, but is not limited to, payment by the Successful Bidder of the Purchase Price.

6. Debtor will provide the Committee, the Stalking Horse and Lenders with updates summarizing the status of the sale process, the identities of Potential Bidders and Qualified Bidders, and the material terms of each of the prospective Qualified Bids submitted pursuant to paragraph 8 below, and will confer with the Committee and Lender at least once per week to advise them of the status of the sale process. Upon the reasonable request of the Committee, the Stalking Horse or Lenders, Debtor will provide the requesting party with a complete copy of a Qualified Bid and other sale materials.

7. The form of Stalking Horse Purchase Agreement, attached as Exhibit 6.1 to the Motion, is approved for purposes of the Bidding Procedures.

8. The Bidding Procedures are approved as follows:

a. Potential Bidders must execute a confidentiality agreement reasonably acceptable to Debtor before being provided access to any confidential information regarding Debtor.

b. A “Qualified Bidder” means a Potential Bidder that submits a Qualified Bid, as defined below, and demonstrates, to the reasonable satisfaction of Debtor, in consultation with the Committee and Lenders, that it possesses the financial capability, business plan and management structure to close the acquisition of the Purchased Assets.

Notwithstanding the foregoing, the Stalking Horse shall be a Qualified Bidder and the Stalking Horse Purchase Agreement shall be a Qualified Bid for all purposes.

c. Debtor will designate an employee or other representative to coordinate all reasonable requests for additional information and due diligence access from such Qualified Bidders. Debtor shall not be obligated to furnish any due diligence information after the Bid Deadline (as defined below). Debtor is not responsible for, and will bear no liability with respect to, the accuracy of any information obtained by any Qualified Bidder in connection with the sale of the Purchased Assets.

d. Angle Advisors is directed to coordinate all reasonable requests for additional information and due diligence access from Potential Bidders and Qualified Bidders. Debtor shall not be obligated to furnish any due diligence information after the Bid Deadline (as defined below). Angle Advisors is not responsible for, and will bear no liability with respect to, the accuracy of any information obtained by any Qualified Bidder in connection with the sale of the Purchased Assets.

e. Debtor will consider only Qualified Bids from Qualified Bidders. To be a “Qualified Bid”, the bid must, unless waived by Debtor, after consultation with the Lenders and the Committee, be received from a Qualified Bidder and:

i be actually received in writing (bids submitted only by email, facsimile or other electronic means may be considered in the Debtor’s discretion) by Matt Zwack of Angle Advisors at 101 Southfield Road, 2nd Floor, Birmingham, MI 48009, by no later than 5:00 p.m. (prevailing Eastern time) August __, 2017 (the “Bid Deadline”);

ii be accompanied by:

A a duly executed asset purchase agreement on the same terms as the Stalking Horse Purchase Agreement or that is marked to reflect variations from the Stalking Horse Purchase Agreement,

B a letter stating that the bidder’s offer is irrevocable until the conclusion of the Sale Hearing, agreeing that the bidder shall be bound by the terms of its proposed purchase and sale agreement,

acknowledges a closing of the transactions comprising the Qualified Bid by not later than the Closing Date, and agreeing to be bound by the Stand-by Provision as set forth below,

C written evidence from a third party, reasonably satisfactory to the Debtor, in consultation with Lenders and the Committee, of its financial ability to perform the obligations under the proposed purchase and sale agreement, without any financing or other contingency, by no later than the Closing Date, and

D an earnest money deposit of immediately available good funds (U.S.) in the amount of \$75,000, which deposit shall not be subject to any liens or encumbrances (which shall be deposited with Levene, Neale, Bender, Yoo & Brill L.L.P. ("Escrow Holder"), and which shall be applied to the purchase price if the bidder becomes a Successful Bidder (as defined below) or forfeited to Debtor if the bidder becomes a Successful Bidder or Stand-by Bidder and defaults under the terms of its proposed Purchase Agreement or this Order. The deposit of the Stand-by Bidder (as defined below) shall be returned by Escrow Holder on or before five (5) business days after the closing of a sale to the Successful Bidder (as defined below), and all other deposits shall be returned by Escrow Holder to all other Qualified Bidders promptly after the Sale Hearing;

iii be on the same or better material terms and conditions as set forth in the Stalking Horse Purchase Agreement, or as the Bankruptcy Court may determine are in the best interests of creditors and the Debtor's bankruptcy estate, including, among other things, contingencies relating to due diligence, financing, environmental or labor issues, customer or supplier contracts, or any other material conditions precedent to the bidder's obligation to close must not be materially greater than those set forth in the Stalking Horse Purchase Agreement;

iv designate the assets of Debtor subject to the Bid and the executory contracts and unexpired leases that the bidder will request Debtor to assume and assign to the bidder accompanied by evidence of adequate assurance of future performance as to any such executory contracts; and

v a bid, or a combination of bids, for the assets that aggregate to a purchase price at least equal to \$100,000 more than the sum of the Purchase Price, the Breakup Fee and the Expense Reimbursement.

f. Debtor, in consultation with the Committee and Lenders, will determine which Bid(s) constitute Qualified Bids and Debtor may inform any Potential Bidder of any

deficiency in a bid and discuss methods to cure the deficiencies so that the bid may be considered a Qualified Bid.

g. If one or more Qualified Bids (other than that of the Stalking Horse) have been received by the Bid Deadline, Debtor shall conduct the Auction. Only the Stalking Horse and Qualified Bidders may participate in the Auction. If there is no Qualified Bid (other than that of the Stalking Horse), Debtor shall not conduct the Auction and shall proceed with the sale to the Stalking Horse on the terms set forth in the Stalking Horse Purchase Agreement subject to the approval of the Court at the Sale Hearing.

h. Each Qualified Bidder must appear in person at the Auction or through a duly authorized representative, unless alternative arrangements acceptable to the Debtor are made in advance with Debtor. Lenders, the Committee, the United States Trustee, and their respective professionals may also attend the Auction.

i. Each Potential Bidder and Qualified Bidder, as a consequence of submitting a bid, shall be deemed to represent, agree and acknowledge (i) that it understands and is bound by the Bidding Procedures and the other terms of this Order, including the Stand-By Provision; (ii) that it had an opportunity to inspect and examine the Purchased Assets and the existing contracts and to review all pertinent documents and information with respect to such Purchased Assets before making its offer or has waived inspection, and that each Qualified Bidder relied solely on that review and upon its own investigation and inspection in making its bid; (iii) that the Qualified Bidder is not relying upon any written or oral statements, representations, promises, warranties or guarantees of any kind whether express or implied, by operation of law or otherwise, made by any person or party, including Debtor, Lenders, the Committee, their respective agents or representatives including any information regarding

Debtor, its business or its assets, these Bidding Procedures or the completeness of any information provided in connection therewith; (iv) that it submits its own bid of its own volition and with full knowledge of the potential consequences; (v) that, unless as disclosed to Debtor and the Committee at the time the bid is submitted, the bid is not made in with the involvement of or collusion with any other entity or person, and (vi) that, unless disclosed to Debtor and the Committee at the time the bid is submitted, the bid is not made by an insider or affiliate of (A) the Debtor, an officer, director, employee or agent of the Debtor, (B) any member of the Committee, or (C) any other person or entity acting in a fiduciary capacity with respect to the Debtor-in-possession or any assets of the estate.

j. Debtor, in consultation with the Committee, may conduct the Auction in the manner they determine will result in the highest, best or otherwise financially superior offer. Bidding at the Auction will commence with the highest Qualified Bid determined by Debtor, after consultation with the Lenders and the Committee, which shall serve as the lead bid (the “Baseline Bid”), and will continue in minimum increments of \$50,000.00 or a multiple thereof (the “Incremental Bid Amount”). Qualified Bidders that have submitted a Qualified Bid, including the Stalking Horse, may submit bids at the Auction, and may increase or modify bids in accordance with the Incremental Bid Amount to make their bid more favorable to Debtor. Bidding will continue until such time as the Qualified Bidder with the highest and best offer for the purchase of the Purchased Assets (the “Successful Bid”) is determined by Debtor, in consultation with Lenders and the Committee (the “Successful Bidder”).

9. The Qualified Bidder submitting the second highest bid at the Auction (as determined by Debtor in consultation with Lenders and the Committee) or, if the Successful Bid

is the only Qualified Bid made at the Auction, the Stalking Horse shall be the “Stand-by Bidder.”

10. For the purpose of determining the Successful Bidder and the Stand-by Bidder, the full amount of the Break-Up Fee and the Expense Reimbursement (defined below) payable to the Stalking Horse shall be added to any overbid submitted by the Stalking Horse.

Requirement to Seek Sale Approval and Transfer of Encumbrances to Net Proceeds

11. At the conclusion of the Auction and prior to the Sale Hearing, the Successful Bidder and Debtor will enter into a purchase agreement reflecting the amount and terms set forth in the Successful Bid (the “Successful Bidder Purchase Agreement”), which shall be subject to Court approval at the Sale Hearing, and the Stand-by Bidder shall revise its Asset Purchase Agreement to reflect its most recent bid.

12. Debtor shall seek approval of the Successful Bidder Purchase Agreement at the Sale Hearing (or of the Stalking Horse Purchase Agreement if the Auction does not occur).

13. If the Successful Bidder Purchase Agreement is approved at the Sale Hearing, and the Successful Bidder fails to close on the sale of the Purchased Assets as required by this Order and the Successful Bidder Purchase Agreement, Debtor shall be authorized to consummate the sale with the Stand-by Bidder without further order of the Bankruptcy Court, and such Stand-by Bidder shall be required to consummate the sale on the terms of the Stand-by Bidders’ most recent bid (the “Stand-by Provision”) as soon as practical, provided, however, that Debtor shall provide the Stand-by Bidder with no less than ten days’ prior written notice of the date set for the closing of the sale with respect to Stand-by Bidder’s most recent proposed purchase agreement.

14. Subject to Court approval in the Sale Order, in the event the sale to the Successful Bidder is not closed within the time established in the Successful Bidder Purchase Agreement and, in the event a sale to the Stand-by Bidder is not timely closed, Debtor may accept any other Qualified Bid with the consent of the Qualified Bidder and consummate the sale with the maker of the next Qualified Bid after consultation with Lenders and the Committee and without further order of this Court.

15. In the event that (i) the Court approves the sale of substantially all of the Purchased Assets to a person or persons other than the Stalking Horse and such sale is ultimately consummated to a purchaser which is not affiliated with the Stalking Horse, and (ii) the Stalking Horse is not in breach of the Stalking Horse Purchase Agreement, Stalking Horse shall be entitled to receive a breakup fee in an amount equal to two percent (2%) of the Purchase Price paid by the Qualified Bidder (the “Breakup Fee”) plus reimbursement of actual out-of-pocket costs and expenses incurred by the Purchaser not to exceed \$100,000 (the “Expense Reimbursement”), paid directly to Purchaser at the Closing from the proceeds of the sale to the successful Qualified Bidder.

16. Subject to approval of the Sale Order by the Bankruptcy Court, all liens, security interests, claims and encumbrances shall be transferred to the net proceeds from the sale of the Purchased Assets.

17. Subject to approval of the Sale Order by the Bankruptcy Court, Debtor shall be authorized and directed to pay the costs and fees incurred of conducting the sale, including administrative expenses reasonable and necessary for the conduct of the sale and to obtain Court approvals and the Break-up Fee and Expense Reimbursement, if applicable, out of the net proceeds from the Purchase Price and, to the extent any costs and fees require Bankruptcy

Court approval, Debtor shall reserve an estimated amount for payment of such costs and fees, including investment banking fees, attorneys' fees and fees incurred by other professionals and United States Trustee fees, in a segregated account to be held for the benefit of the United States Trustee and all persons and entities that incurred the costs and fees on behalf of Debtor's estate in connection with the sale of the Purchased Assets.

**Procedures for Assumption and Assignment
of Executory Contracts and Objection Deadline**

18. Debtor will provide all Qualified Bidders with a list and a copy of all contracts and leases related to the Purchased Assets, along with proposed cure amounts owing on each contract and lease (the "Cure Schedule"). Each Qualified Bidder must provide with their Qualified Bids to Debtor a list (the "Contract Lists") of the executory contracts and unexpired leases that it would like Debtor to assume and assign to the Qualified Bidder (the "Assumed Contracts and Assumed Leases").

19. The following procedures are hereby approved for the assumption and assignment of executory contracts and unexpired leases ("Assumption and Assignment Procedures"):

a. Three (3) business days after the entry of this Order, Debtor shall serve on the counterparties to the contracts on the Contract Lists a notice (the "Assumption and Assignment Notice") in the form attached as Exhibit 6.2 to the Motion, which is hereby approved, containing the following information:

(i) Notice that Debtor may, subject to Court approval, assume and assign the executory contracts and unexpired leases to the Stalking Horse or a Successful Bidder, and opportunity to object;

(ii) The cure amount Debtor proposes to pay to each counterparty in compliance with the key requirements of Section 365 of the Bankruptcy Code (the “Pre-Petition Cure Amount”);

(iii) That the counterparties to the executory contracts and unexpired leases may file and serve objections to the assumption and assignment of the executory contracts and unexpired leases or the Pre-Petition Cure Amount, and that any such objections must be filed and served on or before the Assumption/Assignment Objection Deadline, as described below; and

(iv) That for each executory contract and unexpired lease for which an objection is timely received, a hearing will be held at the Sale Hearing to resolve all objections.

b. The counterparties to the Assumed Contracts and Assumed Leases must file any objections to the assumption and assignment of the Assumed Contracts and Assumed Leases or the Pre-Petition Cure Amount at least three business (3) days prior to the Auction (the “Assumption/Assignment Objection Deadline”) and shall serve such objection so that the objection is actually received on or before the Assumption/Assignment Objection Deadline by counsel for: (i) Debtor; (ii) Stalking Horse, (iii) Lenders, (iv) the Committee, and (v) the Office of the United States Trustee.

c. Any party who fails to object by the Assumption/Assignment Objection Deadline shall be forever barred from objecting to the assumption and assignment of its respective executory contract or unexpired lease;

d. The Successful Bidder or, if the Successful Bidder does not close, the Stand-by Bidder or other Qualified Bidder that actually closes on the sale of the Purchased Assets (the “Successful Purchaser”) shall provide a notice to each counter-party of assumption and assignment and shall pay the Pre-Petition Cure Amount within thirty (30) days after the date of the closing of the sale of the Purchased Assets. The executory contract or unexpired lease shall be deemed assumed upon receipt of the notice and payment of the Pre-Petition Cure

Amount. No executory contract or unexpired lease shall be deemed assumed under these procedures unless and until the Successful Purchaser provides the notice and pays the Pre-Petition Cure Amount.

e. The Successful Purchaser may choose to not assume any of the executory contracts and unexpired leases notwithstanding any authorization to assume and assign such contracts and leases obtained by Debtor at the Sale Hearing. In such event, the Successful Purchaser shall file a notice with the Court and serve upon the respective counter-parties, within thirty (30) after closing on the Purchased Assets, listing all executory contracts and unexpired leases that Debtor was authorized to assume and assign at the Sale Hearing, but which the Successful Purchaser elects to not assume. Each such executory contract and unexpired lease will not be assumed and neither the Debtor nor the Successful Purchaser shall be responsible to pay the Pre-Petition Cure Amount.

f. These procedures shall not prejudice Debtor's right to assume or reject any executory contract or unexpired lease not assumed as set forth in these procedures. Among other things, Debtor may seek via motion to assume and assign any additional executory contracts or unexpired leases as requested by the Successful Purchaser, and Debtor may seek an expedited hearing on such motion for good cause.

Notice of Auction and Sale Hearing

20. Within three (3) business days of the entry of this Order, Debtor shall give notice of this Order, the Bidding Procedures, the Auction, and the Sale Hearing, by mailing a copy of the Auction and Sale Notice which is attached to the Motion as Exhibit 6.3 and is hereby approved, by first class mail, to the following (collectively, the "Notice Parties"):

a. The Office of the United States Trustee;

- b. Committee counsel;
- c. Counsel for Lender;
- d. All other parties known by Debtor to assert a security interest or lien on Debtor's assets;
- e. All parties to contracts and leases with Debtor;
- f. All applicable federal and state taxing authorities;
- g. All parties who have requested notice in the case; and
- h. All interested parties who executed confidentiality agreements in anticipation of a possible bid on the Purchased Assets.

21. This Court will retain jurisdiction over any and all disputes arising or otherwise relating to the construction, performance, and enforcement of the terms of this Order and all activities and transactions contemplated in this Order, including, but not limited to, the marketing and sale of Debtor's assets, the Auction, and the assumption and assignment of executory contracts and unexpired leases.

ASSET PURCHASE AGREEMENT

BY AND AMONG

PLASCO TOOLING AND ENGINEERING CORPORATION

AND

PTEC HOLDINGS, INC.

dated as of July 24, 2017

00049481-9

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of July 24, 2017 by and among Plasco Tooling and Engineering Corporation, a Michigan corporation (the "Debtor"), one the one hand, and PTEC Holdings, Inc., a Michigan corporation ("Purchaser"), on the other hand, and, solely for purposes of Section 16.14 hereof, Levene, Neale, Bender, Yoo & Brill L.L.P., a California limited liability partnership (the "Escrow Holder"). The Debtor and Purchaser are sometimes referred to in this Agreement collectively as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, on June 29, 2017, the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code (as defined in Article 1 hereof) in the United States Bankruptcy Court for the Eastern District of Michigan (the "Bankruptcy Court"), bearing case number 17-49638 (the "Bankruptcy Case");

WHEREAS, the Debtor is continuing to manage its affairs as debtor and debtor in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, the Debtor wishes to sell, transfer, convey, assign and deliver to Purchaser, in accordance with Sections 363 and 365 and the other applicable provisions of the Bankruptcy Code, all of the Purchased Assets (as hereinafter defined), together with the Assumed Liabilities (as hereinafter defined), of the Debtor upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, Purchaser wishes to purchase and take delivery of all of the Purchased Assets and assume the Assumed Liabilities upon such terms and subject to such conditions;

WHEREAS, the Purchased Assets will be sold pursuant to a Sale Order (as hereinafter defined) of the Bankruptcy Court approving such sale under Section 363 of the Bankruptcy Code, and such Sale Order will include the assumption and assignment of certain Executory Contracts, unexpired leases and liabilities thereunder under Section 365 of the Bankruptcy Code and the terms and conditions of this Agreement; and

WHEREAS, all of the obligations of the Debtor under this Agreement are conditioned upon the approval of the Bankruptcy Court.

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

ARTICLE 1 DEFINITIONS

Section 1.1. Definitions. For purposes of this Agreement and any schedules hereto or other Transaction Documents, the following terms shall have the following respective

meanings: “Affiliate” means any Person, which, directly or indirectly, is in control of, is controlled by, or is under common control with, another Person. For purposes of this definition, a Person shall be deemed to be “controlled by” another Person if such latter Person possesses, directly or indirectly, power either to direct or cause the direction of the management and policies of such controlled Person whether by contract or otherwise.

“Assumed Contract Rights” means those rights, powers, privileges, defenses (including setoff and/or recoupment rights), and remedies that may exist with respect to any Assumed Contract, other than Avoidance Claims (except to the extent necessary for defenses (except to the extent any such defense would constitute an Avoidance Claim hereunder), setoff and/or recoupment rights).

“Avoidance Claims” means any and all claims of the Debtor arising under Chapter 5 of the Bankruptcy Code, but excluding rights of setoff and recoupment to the extent related to an Assumed Contract.

“Bankruptcy Code” means 11 U.S.C. Section 101, et. seq., and any amendments thereto operative at the time of the Bankruptcy Case.

“Contract” means any written or oral contract, agreement, lease, license, instrument, or other document or commitment, arrangement, undertaking, practice or authorization that is binding on any Person or its property under any applicable Law.

“Deposit Account” means the client-trust account established by the Escrow Holder for the purpose of holding the Deposit, subject to the terms and conditions of this Agreement.

“Documentation” means titles, Contracts, books, records, files and documents.

“Due Diligence Materials” means all documents and information relating to the Purchased Assets and the Assumed Liabilities that would be necessary for a prospective purchaser to review in the course of performing due diligence in advance of an acquisition of the Purchased Assets and assumption of the Assumed Liabilities.

“Eligible Accounts Receivable Amount” means the amount of accounts receivable of the Debtor as of the Closing that are (a) less than ninety (90) days in age and (b) reasonably expected to be collectable.

“Excluded Assets” means, collectively, the following assets of the Debtor:

- (a) all claims, rights of offset or causes of action against third Parties arising under and relating to Chapter 5 of the Bankruptcy Code, other than Assumed Contract Rights;
- (b) all Excluded Contracts;
- (c) all personnel records and other records that the Debtor is required by law to retain in its possession and any retained copies of any record or document included in the Purchased Assets;

(d) all insurance proceeds, claims and/or causes of action solely with respect to or arising in connection with (i) any Excluded Contract, or (ii) any item of tangible or intangible property not acquired by Purchaser at the Closing.

“Excluded Contracts” means any Contracts that are not Assumed Contracts.

“Executory Contract” means any Contract to which the Debtor is a party that constitutes an executory Contract subject to the provisions of Section 365 of the Bankruptcy Code.

“Final Order” means an order or judgment, entered by a court of competent jurisdiction, that remains in full force and effect and has not been reversed, or amended or modified in a manner that is materially inconsistent with the terms and conditions set forth in this Agreement, and as to which (i) no stay is in effect, (ii) the time to seek rehearing, file a notice of appeal or seek other review has expired, and (iii) no appeal or request for rehearing or other review is pending.

“Good Funds” means immediately available, good funds of the United States of America.

“Governmental Authority” means any federal, state, provincial, municipal and foreign governmental entity, authority, or agency, or any other political subdivision, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of government.

“Hearing Deadline” means the date for the hearing on the Sale Motion which, unless extended by mutual agreement of the Parties, shall be no later than September 1, 2017.

“Holdback Account” means the client-trust account established by the Escrow Holder for the purpose of holding the Holdback Amount, subject to the terms and conditions of this Agreement.

“Holdback Amount” shall mean an amount of Good Funds equal to \$350,000.

“Law” means any federal, state, provincial, local or foreign statute, law, ordinance, regulation, rule, code, order, case law decision or other requirement or rule of law.

“Liability” or “Liabilities” means any liability, indebtedness, obligation, expense, claim, loss, cost, damage, obligation, responsibility, guaranty or endorsement of or by any Person, absolute or contingent, accrued or unaccrued, known or unknown, due or to become due, liquidated or unliquidated, secured or unsecured, pre-petition or administrative.

“Lien” or “Liens” means any security interests, mortgages, interests, liens, pledges, charges, encumbrances and other rights or claims of third parties.

“Non-Assumed Liabilities” means any and all Liabilities of the Debtor of any kind or nature whatsoever, whether presently in existence or arising hereafter, that are not Assumed Liabilities.

“Ordinary Course of Business” means the current course of business conducted by the Debtor in the Bankruptcy Case consistent with past custom and practice (including with respect to quantity and frequency).

“Person” means any corporation, partnership, limited liability company, joint venture, business association, entity or individual.

“Procedures Motion” means a motion filed with the Bankruptcy Court seeking entry of an order approving the bid procedures for a sale to Purchaser or a Qualified Bidder.

“Purchased Assets” means all of the assets of the Debtor (other than the Excluded Assets) that constitute property of the Debtor’s bankruptcy estate pursuant to Section 541 of the Bankruptcy Code, including, without limitation, all accounts receivable, inventory, equipment, intellectual property and intangible assets, and certain contracts and equipment leases designated by Purchaser, computer hardware and software, files, records, and all other general intangibles related to the operation of the Debtor’s business, in each case, other than the Excluded Assets.

“Sale Motion” means the motion filed for entry of a Sale Order, no later than August 8, 2017, seeking, inter alia, authority for the Debtor to, among other things, sell and assign the Purchased Assets to Purchaser.

“Sale Order” means an order granting the Sale Motion in a form reasonably acceptable to Purchaser and the Debtor, which order shall authorize the Debtor to sell and assign the Purchased Assets to Purchaser in accordance with the terms and conditions of this Agreement.

“Sale Procedures Order” means an order entered by the Bankruptcy Court granting the Procedures Motion and approving the bid procedures set forth therein.

“Tax” or “Taxes” means any taxes, charges, duties, assessments, fees, levies, imposts, or similar governmental assessments, together with any interest, penalties, and additions to tax, imposed by any taxing authority, wherever located (i.e., whether federal, state, local, municipal, or foreign), including all net income, gross income, gross receipts, net receipts, sales, use, goods and services, transfer, franchise, privilege, profits, social security, disability, withholding, payroll, telecommunications, utility user, unemployment, employment, employer health, excise, capital, capital gains, severance, property, windfall profits, value added, ad valorem, or occupation tax, or any other similar governmental charge or imposition, and any other taxes, customs duties, stamp duties, fees, assessments, or similar charges in the nature of a tax together with any interest, fines, and penalties imposed by any Governmental Authority, whether disputed or not.

“Transaction Documents” means this Agreement, and all other agreements, documents and instruments executed in connection herewith or required to be executed or delivered by the Parties or any one or more of them in accordance with the provisions of this Agreement.

Section 1.2. Other Defined Terms. Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Agreement	Preamble
Alternative Bid	Section 5.2(b)(ii)
Assumed Contract	Section 6.1
Assumed Liabilities	Section 3.2(a)
Bankruptcy Case	Recitals
Bankruptcy Court	Recitals
Breaching Party	Section 15.1
Breakup Fee	Section 5.2(b)(iii)
Closing	Section 8.1
Closing Date	Section 8.1
Debtor	Preamble
Default Notice	Section 15.1
Deposit	Section 4.2(a)
End Date	Section 15.2(f)
Escrow Holder	Preamble
Expense Reimbursement	Section 5.2(b)(iii)
Material Intellectual Property	Section 9.8(a)
Non-Breaching Party	Section 15.1
Permitted Access Parties	Section 16.12
Purchase Price	Section 4.1
Purchaser	Preamble
Qualified Bidder	Section 5.2(b)(ii)
Tax Return	Section 12.6(c)
Transfer Taxes	Section 12.6(b)

Section 1.3. Other Meanings. Unless the context of this Agreement clearly requires otherwise, (a) “or” has the inclusive meaning frequently identified with the phrase “and/or,” (b) “including” has the inclusive meaning frequently identified with the phrase “including, but not limited to,” (c) references to “hereof,” “hereunder” or “herein” or words of similar import relate to this Agreement, and (d) any reference to the singular shall include the plural.

ARTICLE 2

PURCHASE AND SALE

Except as otherwise provided and subject to the terms and conditions set forth in this Agreement, the Debtor agrees to sell, convey, assign, transfer and deliver to Purchaser, and Purchaser agrees to purchase from the Debtor at the Closing, all of the Debtor’s right, title and interest in and to the Purchased Assets, free and clear of all Liens other than the Liens securing Assumed Liabilities of Purchaser, if any.

ARTICLE 3

DESCRIPTION OF PURCHASED ASSETS AND ASSUMED LIABILITIES

Section 3.1. Purchased Assets. On and subject to the terms and conditions of this Agreement, Purchaser agrees to purchase from the Debtor, and the Debtor agrees to sell to Purchaser, all of the Purchased Assets for the Purchase Price. At the Closing, the Purchased Assets shall be sold, transferred and conveyed to Purchaser, free and clear of all Liens, and Purchaser will purchase, acquire and accept for the Purchase Price, the Purchased Assets, free and clear of all Liens.

Section 3.2. Assumed Liabilities.

(a) At the Closing, Purchaser shall assume and agree to perform and discharge, or take subject to, the following Liabilities of the Debtor to the extent not previously performed or discharged (collectively, the “Assumed Liabilities”), and no others: (i) all Liabilities of the Debtor with respect to the Purchased Assets which accrue and are to be performed from and after the Closing under the Assumed Contracts which relate to time periods or goods or services provided to or by Purchaser after the Closing; and (ii) all Liabilities of the Debtor to the extent required pursuant to the Bankruptcy Code as a precondition in order to allow the Debtor to assign the Assumed Contracts to Purchaser in accordance with the terms of this Agreement (including cure payments).

(b) Notwithstanding anything to the contrary in this Agreement, Purchaser shall not assume or be bound by or be obligated or responsible to pay, perform or discharge any of the Non-Assumed Liabilities.

ARTICLE 4

PURCHASE PRICE

Section 4.1. Purchase Price. The purchase price for the Purchased Assets shall be Three Million, Three Hundred Thousand and 00/100 Dollars (\$3,300,000) in Good Funds (the “Purchase Price”) paid to the Debtor at the Closing. The Purchase Price is subject to adjustment (as discussed below and only if applicable) and the terms and conditions of this Agreement. The Purchase Price shall be allocated between and among the Purchased Assets as provided below.

Section 4.2. Deposit; Payment of Purchase Price.

(a) Prior to the execution of this Agreement, Purchaser has deposited into the Deposit Account, Good Funds in the amount of Seventy Five Thousand and 00/100 Dollars (\$75,000) (the “Deposit”).

(b) At the Closing, the Deposit, together with all interest accrued thereon, shall be credited and applied toward payment of the Purchase Price, and the Escrow Holder shall deliver the Deposit to the Debtor.

(c) The cash balance of the Purchase Price (less the Holdback Amount) shall be payable at the Closing by wire transfer of Good Funds to one or more bank accounts specified by the Debtor in wire transfer instructions to be delivered to Purchaser at least two (2) business

days prior to the Closing Date. At the Closing, the Holdback Amount shall be submitted to the Escrow Holder to be deposited into the Holdback Account.

(d) If this Agreement is terminated (other than a termination by the Debtor pursuant to Section 15.2(e)), the Deposit, together with all interest accrued thereon, shall be returned to Purchaser. For the avoidance of doubt, if this Agreement is terminated by the Debtor pursuant to Section 15.2(e), the Deposit, together with all interest accrued thereon, shall be retained by the Debtor.

Section 4.3. Allocation of Purchase Price. The Purchase Price shall be allocated between and among the Purchased Assets in a manner agreed to by the Debtor and Purchaser prior to the Closing.

Section 4.4. Adjustments to Purchase Price at Closing. At the time of the Closing, in the event Purchaser is the successful bidder for the Purchased Assets, Purchaser shall be entitled to the following adjustments to the Purchase Price:

(a) Purchaser shall be entitled to apply to the Purchase Price the Deposit actually paid together with interest accrued thereon.

(b) The Purchase Price shall be reduced, on a dollar for dollar basis, by an amount equal to any cash or other consideration actually received by the Debtor from and after the date upon which this Agreement is executed by Purchaser through and including the Closing on account of any of the Purchased Assets; provided, that the foregoing reduction shall not apply to any cash or other consideration received by the Debtor in respect of accounts receivable through the Closing, except to the extent any such cash or other consideration is designated or used to repay any principal amounts owed to the Debtor's secured creditors.

Section 4.5. Post-Closing Adjustments to Purchase Price. As promptly as practicable after the Closing (and in any event within 30 days thereafter), Purchaser shall determine in good faith the Eligible Accounts Receivable Amount as of the Closing and shall submit written instructions to the Escrow Holder to release (a) to Purchaser, the amount, if any, by which the Holdback Amount exceeds the Eligible Accounts Receivable Amount, and (b) to the Debtor, any remaining portion of the Holdback Amount after the release of funds to Purchaser pursuant to clause (a). Any accrued interest on the Holdback Amount shall be distributed to the Parties pro rata based on the relative amounts released to the same pursuant to the foregoing sentence. For the avoidance of doubt, all funds in the Holdback Account shall be distributed by the Escrow Holder to the Parties in accordance with the provisions of this Section 4.5. Any dispute arising with respect to the Eligible Accounts Receivable Amount shall be resolved by the Bankruptcy Court.

ARTICLE 5

PROCEDURES AND APPROVALS

Section 5.1. Due Diligence Materials. The Debtor shall make the Due Diligence Materials available to Purchaser and may prepare summaries, compilations and other reports on the contents of the Due Diligence Materials for distribution to Purchaser by no later than July 25, 2017.

Section 5.2. Bankruptcy Court Proceedings.

(a) Within two (2) business days following the execution of this Agreement, or such later date agreed upon by the Debtor and Purchaser, the Debtor shall file with the Bankruptcy Court a Procedures Motion seeking entry of a Sale Procedures Order approving the bid procedures described herein. The Debtor shall have fifteen (15) days following the filing of the Procedures Motion to obtain entry of a Sale Procedures Order (unless a delay is the result of calendaring of hearings and other actions by the Bankruptcy Court) that includes the provisions described in subsection (b) below (unless waived by Purchaser) and is otherwise in a form reasonably acceptable to Purchaser and the Debtor.

(b) The Sale Procedures Order shall contain the following material provisions:

(i) Any sale of the Purchased Assets must be on the same or, as set forth in Section 5.2(b)(iv), better material terms and conditions as set forth in this Agreement and the Transaction Documents, other than the specified purchase price adjustments set forth in Section 4.4, above, or as the Bankruptcy Court may determine are in the best interests of creditors and the Debtor's bankruptcy estate.

(ii) Only Qualified Bidders may tender a qualified overbid to purchase the Purchased Assets (an "Alternative Bid"). For purposes of this Agreement, a "Qualified Bidder" shall be any party that, within three (3) business days prior to the hearing on the Sale Motion, delivers to the Escrow Holder (A) a Good Funds deposit in the amount of Seventy Five Thousand and 00/100 Dollars (\$75,000); (B) an Alternative Bid and written evidence from a third party, reasonably satisfactory to the Debtor and Purchaser, of its financial ability to perform the obligations under this Agreement or a proposed purchase and sale agreement, as applicable, without any financing or other contingency, by no later than the Closing Date; (C) a form of a proposed purchase and sale agreement for the Alternative Bid (solely in the event that the Alternative Bid is based upon terms and conditions that are materially different from the terms and conditions of this Agreement); and (D) a written statement signed by the Qualified Bidder agreeing that such Qualified Bidder, if successful at the hearing on the Sale Motion, shall be bound by the terms of this Agreement or its proposed purchase and sale agreement, as applicable, and shall contemplate a closing of the transactions comprising the Alternative Bid by not later than the Closing Date. To be considered an Alternative Bid, an overbid must comply with all conditions set forth in this Section 5.2(b), including, without limitation, the incremental bidding requirements set forth in Section 5.2(b)(iv). For the avoidance of doubt, no alternative bids that are contingent as to financing shall be considered.

(iii) In the event a Qualified Bidder is the successful bidder at the hearing on the Sale Motion, Purchaser shall be entitled to receive a breakup fee in an amount equal to two percent (2%) of the Purchase Price paid by the Qualified Bidder (the “Breakup Fee”) plus reimbursement of actual out-of-pocket costs and expenses incurred by the Purchaser not to exceed \$100,000 (the “Expense Reimbursement”), paid directly to Purchaser at the Closing from the proceeds of the sale to the successful Qualified Bidder. The second highest and best bid, or any bid that is designated by the Bankruptcy Court as a “backup” bid at the hearing on the Sale Motion (only including, in each case, Purchaser’s bid and any Alternative Bid), shall remain binding upon the offeror, and in the event the successful bidder fails to close as required under this Agreement, such Alternative Bid shall be deemed accepted by the Debtor and approved by the Bankruptcy Court. In the event the Debtor intends to proceed with a sale with respect to any bid designated by the Bankruptcy Court as a “backup” bid at the hearing on the Sale Motion, the Debtor shall provide to the party whose bid was designated as a “backup” bid not less than ten (10) days’ prior written notice of the date set for the closing of the sale with respect to such “backup” bid.

(iv) Any initial Alternative Bid must be in the amount of at least \$100,000 more than the sum of the Purchase Price, the Breakup Fee and the Expense Reimbursement, and any subsequent Alternative Bid must be in no less than a \$50,000 increment over the highest preceding bid. For the avoidance of doubt, any alternative bid that does not meet the foregoing requirements shall not be considered.

(v) Purchaser shall be entitled to a credit for the full amount of the Breakup Fee and Expense Reimbursement in any Alternative Bid it may elect to tender at the hearing on the Sale Motion.

(vi) The hearing on the Sale Motion shall be held by no later than the Hearing Deadline.

(vii) Unless an alternate date is agreed to by the Parties, the Sale Order shall be entered by no later than September 1, 2017 with the Closing being no later than September 18, 2017.

(viii) With respect to any Assumed Contract any disputes with respect to any alleged default or the amount of a cure payment or other obligation under such Assumed Contract shall be determined at the hearing on the Sale Motion.

(c) The Debtor shall promptly provide notice of any hearing on the Sale Motion, or any other matter before the Bankruptcy Court relating to this Agreement, in each case as required by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules of the Central District of California or as otherwise ordered by the Bankruptcy Court.

Section 5.3. Certain Bankruptcy Undertakings by the Debtor.

(a) Purchaser and the Debtor will use their commercially reasonable efforts to take all actions and do all things necessary or appropriate to comply with and satisfy the terms and conditions of this Agreement and consummate the transactions contemplated by this Agreement. With the cooperation of the Debtor, Purchaser will bear the burden of providing the evidence to establish that Purchaser is a good faith purchaser under Section 363(m) of the Bankruptcy Code, and cooperate with the Debtor to comply with the terms and conditions of and consummate the transactions contemplated by this Agreement, and Purchaser will not interfere, directly or indirectly, with such efforts by the Debtor.

(b) From and after the date hereof, except as ordered by the Bankruptcy Court, each of the Debtor and Purchaser agrees to use its respective commercially reasonable efforts to neither take any action, nor fail to take any action, which action or failure to act would reasonably be expected to (i) prevent or impede the consummation of the transactions contemplated by this Agreement in accordance with the terms and conditions of this Agreement and the proposed Sale Order; or (ii) with respect to the Sale Procedures Order or the Sale Order, result in (A) the reversal, avoidance, revocation, vacating or modification (in any manner that would reasonably be expected to materially and adversely affect Purchaser's or the Debtor's rights hereunder), or (B) the entry of a stay pending appeal.

(c) The Debtor shall, in good faith and with the cooperative efforts of Purchaser, attempt to obtain in the Sale Order an exemption from Transfer Taxes pursuant to Section 1146(a) of the Bankruptcy Code.

(d) If the Sale Procedures Order, the Sale Order or any other order of the Bankruptcy Court relating to this Agreement shall be appealed (or a petition for certiorari or motion for rehearing or reargument shall be filed with respect to such an appeal), and, as a result thereof, Purchaser elects not to proceed with a Closing and Purchaser provides written notice to the Debtor within two (2) business days following the filing of such appeal, petition for certiorari or motion for rehearing or reargument that (i) Purchaser elects not to proceed with a Closing under the circumstances, and (ii) Purchaser desires for the Debtor to contest any such appeal, petition for certiorari or motion for rehearing or reargument, the Debtor shall, contingent upon the cooperation and financial support of Purchaser, which cooperation and financial support shall include, without limitation, payment of all reasonable attorneys' fees and expenses incurred by the Debtor in opposing any such appeal, petition for certiorari, motion for rehearing or reargument or any motion for a stay or in providing any bond or similar assurance with respect thereto, take all steps as may be reasonable and appropriate to defend against such appeal, petition or motion, and shall endeavor to obtain an expedited resolution thereof.

ARTICLE 6
ASSUMPTION OF CONTRACTS

Section 6.1. Assumed Contracts. Attached hereto as Schedule 6.1 is a list of Executory Contracts to which the Debtor represents that it is a party and as to which Purchaser has advised the Debtor of its desire for the Debtor to assume and assign such Contracts to

Purchaser at the Closing in accordance with Section 365 of the Bankruptcy Code, subject to the provisions of Section 6.2 (each, an “Assumed Contract,” and, collectively, the “Assumed Contracts”). All Contracts which are not expressly identified as Assumed Contracts shall not be assumed by, nor shall they be the responsibility of, Purchaser, and Purchaser shall have no obligation or responsibility to pay, perform or discharge any Liabilities thereunder.

Section 6.2. Requirements to Assume and Assign Assumed Contracts. To the extent Purchaser has identified an Executory Contract as an Assumed Contract under this Agreement, Purchaser shall be responsible, separate and apart from the payment of the Purchase Price, to (a) perform and discharge any and all Liabilities (including cure or other payments) to the extent required pursuant to the Bankruptcy Code as a precondition in order to allow the Debtor to assume and assign such Assumed Contract to Purchaser in accordance with the terms of this Agreement; and (b) provide adequate assurance of future performance and otherwise satisfy the obligations under Section 365(b)(1) of the Bankruptcy Code. The Debtor is required to obtain any necessary consents to assume and assign such specified Assumed Contracts to Purchaser pursuant to Section 365 of the Bankruptcy Code.

ARTICLE 7

INSTRUMENTS OF TRANSFER AND ASSUMPTION

Section 7.1. Transfer Documents. At the Closing, each of the Parties shall deliver to the other: (a) a bill of sale in substantially the form attached hereto as Exhibit A with respect to each of the Purchased Assets, duly executed by such Party, (b) an assignment and assumption agreement in substantially the form attached hereto as Exhibit B, duly executed by such Party, (c) an instrument providing for the assignment of all of the Debtor’s intellectual property in substantially the form attached hereto as Exhibit C, duly executed by such Party. In addition, as reasonably requested by Purchaser, the Debtor shall deliver to Purchaser within three (3) business days following the conclusion of the hearing on the Sale Motion, all such other good and sufficient instruments of sale, transfer and conveyance consistent with the terms and provisions of this Agreement, including assignments of Assumed Contracts, as shall be reasonably necessary to vest in Purchaser, all of the Debtor’s right and title to, and interest in, the applicable Purchased Assets.

ARTICLE 8

CLOSING

Section 8.1. Closing Date. Subject to the terms and conditions hereof, the closing of the transactions contemplated by this Agreement (the “Closing”) shall take place virtually (e.g., by electronic transmission of documents and wire transfer of funds) at 10:00 am PT on the date (the “Closing Date”) which is the later of: (i) the first (1st) business day following the date on which all conditions to Closing set forth in Articles 13 and 14 hereof have been satisfied or waived, or (ii) the second (2nd) business day after expiration of the 14-day appeal period following entry of the Sale Order, or at such other time and/or place as Purchaser and the Debtor may agree. In any event, the Closing shall occur by no later than September 18, 2017 unless Purchaser and the Debtor agree in writing to a later date.

ARTICLE 9

THE DEBTOR'S REPRESENTATIONS AND WARRANTIES

The Debtor represents and warrants to Purchaser that the statements contained in this Article 9 are true, correct and complete as of the date of this Agreement and will be true, correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement in this Section). Any and all representations and warranties made by either the Debtor herein, or otherwise in connection with the transactions contemplated herein, will lapse and terminate and be of no further force or effect following the Closing.

Section 9.1. Organization, Qualification and Corporate Power. The Debtor is duly incorporated and validly existing under the Laws of the state of Michigan, and the Debtor has all necessary power and authority to own and operate its properties and to carry on its business as it is now being conducted, and, subject to obtaining Bankruptcy Court approval as contemplated herein, to carry out the transactions contemplated by this Agreement. The Debtor has the power and authority to execute and deliver and, subject to entry of the Sale Order, perform its obligations under this Agreement, and to undertake the transactions contemplated hereby.

Section 9.2. Authorization, Execution and Delivery of Agreement and Transaction Documents. The execution, delivery and performance of this Agreement and the other Transaction Documents by the Debtor in accordance with their respective terms, and the sale or assignment of the Purchased Assets to Purchaser in accordance therewith, have been duly and validly authorized and approved by all necessary action of or on the part of the Debtor. Subject to obtaining the Sale Order, (a) the Debtor will have full power, right and authority to sell and convey to Purchaser the Purchased Assets and (b) this Agreement is, and as of the Closing Date, the other Transaction Documents will be, the legal, valid and binding obligations of the Debtor, enforceable in accordance with their respective terms.

Section 9.3. Title to and Condition of Assets. All of the Purchased Assets constitute property of the Debtor's bankruptcy estate as provided in Section 541 of the Bankruptcy Code, and, subject to the entry of the Sale Order, the Debtor has the valid and enforceable right to transfer, sell and assign to Purchaser the Purchased Assets, free and clear of all Liens. The delivery to Purchaser of the instruments of transfer of ownership contemplated by this Agreement will at the Closing vest good and valid title to, and/or the valid and enforceable right to receive and/or use each Purchased Asset, free and clear of all Liens.

Section 9.4. No Violation of Laws or Agreements. Assuming that the Bankruptcy Court enters the Sale Order, the execution and delivery by the Debtor of this Agreement and other documents contemplated hereby to which the Debtor is a Party, the performance by the Debtor of its obligations hereunder and thereunder and the consummation by the Debtor of the transactions contemplated herein will not (a) conflict with, violate, breach or cause a default under (i) the certificate of incorporation, bylaws or other organizational documents of the Debtor, (ii) any statute or Law or any judgment, decree, order, regulation or rule of any court or

Governmental Authority to which the Debtor is subject, or (iii) any Contract to which the Debtor is a Party, or (b) result in the creation or imposition of any Lien upon or with respect to any property or assets now owned or hereafter acquired by the Debtor.

Section 9.5. Brokers. Except for the fees payable to Angle Advisors, LLC pursuant to that certain Engagement Letter Agreement dated July 13, 2017, the Debtor has not engaged any agent, broker or other Person acting pursuant to the express or implied authority of the Debtor which is or may be entitled to a commission or broker or finder's fee in connection with the transactions contemplated by this Agreement or otherwise with respect to the sale of the Purchased Assets.

Section 9.6. No Undisclosed Liabilities. There are currently no existing or, to the Debtor's knowledge, threatened, Liens, litigation, claims, circumstances or conditions that have not been disclosed in writing to Purchaser and that would impose any Liability upon Purchaser notwithstanding the entry of the Sale Order or would otherwise limit the use and exploitation of the Purchased Assets in a material way.

Section 9.7. Approvals. Other than entry of the Sale Order, there are no third party, court, Governmental Authority or other approvals required as a precondition to the Debtor's consummation of the transactions contemplated by this Agreement.

Section 9.8. Intellectual Property.

(a) The intellectual property set forth on Schedule 9.8 (the "Material Intellectual Property") collectively constitutes all the intellectual property that is required by Purchaser to own and operate the business comprising the Purchased Assets immediately following the Closing in substantially the same manner as such business was owned and operated immediately prior to the Closing.

(b) The Debtor owns all Material Intellectual Property free and clear of any Liens (other than Liens that will be removed at or prior to the Closing).

(c) Within the past three (3) years, none of the Material Intellectual Property has been or is the subject of any actual or, to the Debtor's knowledge, threatened, action, litigation, adverse claim, infringement claim, judgment, injunction, order, decree or agreement restricting its use in connection with any of the Purchased Assets.

ARTICLE 10

PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants to the Debtor that the statements contained in this Article 10 are true, correct and complete as of the date of this Agreement and will be true, correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this Article 10).

Section 10.1. Organization; Qualification and Corporate Power. Purchaser is a corporation duly organized, validly existing and in good standing under the Laws of the State of Michigan.

Section 10.2. Governmental Approvals. Other than entry of the Sale Order, there are no governmental approvals required as a precondition to Purchaser's consummation of the transactions contemplated by this Agreement.

Section 10.3. Authorization, Execution and Delivery of Agreement and Transaction Documents. The execution, delivery and performance by Purchaser of this Agreement and the other Transaction Documents to which it is a party in accordance with their respective terms has been duly and validly authorized and approved by all necessary corporate action of Purchaser. Subject to obtaining the Sale Order, his Agreement is, and each of the other Transaction Documents when so executed and delivered will be, its valid and binding obligation, enforceable against it in accordance with its terms.

Section 10.4. Brokers. Purchaser has not engaged any agent, broker or other Person acting pursuant to the express or implied authority of Purchaser which is or may be entitled to a commission or broker or finder's fee in connection with the transactions contemplated by this Agreement or otherwise with respect to the sale of the Purchased Assets.

Section 10.5. Funding. As of the date of entry of the Sale Procedures Order, Purchaser shall have available to it all of the required cash or financing to pay the balance of the Purchase Price. Purchaser's ability to consummate the transactions contemplated by this Agreement is not subject to any financing contingency.

Section 10.6. Arm's Length Transaction. To the best of Purchaser's knowledge, information and belief, no officers, directors, shareholders or members of Purchaser or any Affiliate of Purchaser are "insiders" of the Debtor as defined in 11 U.S.C. § 101(31)(B).

ARTICLE 11

DISCLAIMER OF WARRANTIES

Section 11.1. Disclaimer of Warranties. Purchaser hereby acknowledges and agrees that, except for the representations and warranties of the Debtor expressly set forth in this Agreement, the Debtor makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Assets (including income to be derived or expenses to be incurred in connection with the Purchased Assets, the physical condition of any personal property comprising a part of the Purchased Assets or which is the subject of any Assumed Contract, the value of the Purchased Assets (or any portion thereof), the transferability of the Purchased Assets, the terms, amount, validity, collectability or enforceability of any accounts receivable or any Assumed Liabilities or Assumed Contracts, the title of the Purchased Assets (or any portion thereof), the merchantability or fitness of the personal property comprising a portion of the Purchased Assets or any other portion of the Purchased Assets for any particular purpose, or any other matter or thing relating to the Purchased Assets (or any

portion thereof)). Without in any way limiting the foregoing, except as otherwise expressly set forth in Article 9 above, the Debtor hereby disclaims any warranty (express or implied) of merchantability or fitness for any particular purpose of the Purchased Assets or any portion of the Purchased Assets. Purchaser further acknowledges that (a) Purchaser has conducted such independent inspections and investigations as Purchaser deemed necessary or appropriate of the physical condition of all of the Purchased Assets and any and all other matters relating to or affecting the Purchased Assets or the Assumed Liabilities, and that (b) in proceeding with the consummation of the transactions contemplated by this Agreement, including its acquisition of the Purchased Assets and assumption of the Assumed Liabilities and any and all other obligations contemplated hereby, Purchaser is doing so based solely upon such independent inspections and investigations (except for the representations and warranties expressly set forth in Article 9, above). Accordingly, and in light of the fact that any and all representations and warranties made by the Debtor will lapse and terminate and be of no further force or effect following the Closing, Purchaser accepts the Purchased Assets at the Closing “AS IS” and “WITH ALL FAULTS.”

ARTICLE 12

DEBTOR’S AND PURCHASER’S COVENANTS

Section 12.1. Conduct of Business. Unless otherwise ordered by the Bankruptcy Court, the Debtor shall not, without the express written consent of Purchaser: (i) dispose of, or transfer, any Purchased Asset or any interest therein, (ii) transfer any tangible Purchased Asset to any location other than its location as of the date of this Agreement, (iii) terminate, amend or modify the terms of any of the Assumed Contracts, (iv) grant any interest (whether ownership, security, participation or otherwise) in or to any of the Purchased Assets or permit or authorize any third Party to grant any interest (whether ownership, security, participation or otherwise) in or to any of the Purchased Assets, (v) enter into any transaction outside of the Ordinary Course of Business, (vi) take any action that would reasonably be expected to cause the failure of any of the conditions contained in Article 13, or (vii) agree or commit to doing any of the foregoing.

Section 12.2. Mutual Covenants. The Parties mutually covenant (and subject to the other terms of this Agreement):

(a) from the date of this Agreement to the Closing Date, to cooperate with each other in determining whether filings are required to be made or consents required to be obtained in any jurisdiction in connection with the consummation of the transactions contemplated by this Agreement and in making or causing to be made any such filings promptly and in seeking to obtain timely any such consents (each Party shall furnish to the other and to the other’s counsel all such information as may be reasonably required in order to effectuate the foregoing action), which consents shall not, in any event, include any consent the need for which is obviated by the Sale Order or otherwise by the provisions of the Bankruptcy Code;

(b) from the date of this Agreement to the Closing Date, to advise the other Party promptly if such Party determines that any condition precedent to its obligations hereunder is not reasonably likely to be satisfied in a timely manner; and

(c) to use its commercially reasonable efforts to satisfy expeditiously the conditions precedent to the Closing set forth in Article 13 (with respect to the Debtor) and Article 14 (with respect to Purchaser).

Section 12.3. Filings and Authorizations. The Parties shall, as promptly as practicable, cause to be made all such filings and submissions as may be required to consummate the terms of this Agreement. The Debtor and Purchaser shall keep each other apprised of the status of any communications with, and inquiries or requests for additional information from, any Governmental Authority, and shall comply promptly with any such inquiry or request. The Debtor shall make any filings or submissions without the prior approval of Purchaser, which approval shall not be unreasonably withheld.

Section 12.4. Access and Information Prior to Closing. Upon execution of this Agreement and through the Closing Date, the Debtor will give, or cause to be given, to Purchaser and its representatives: (i) reasonable access, to the extent permitted by applicable law, during normal business hours to the Debtor's personnel, properties and Documentation associated with the Purchased Assets; (ii) at the requesting Party's expense, copies of such Documentation, as reasonably required in connection with Purchaser's due diligence; and (iii) any and all such information as such Purchaser reasonably may request pertaining to the Purchased Assets, as promptly as practicable. Purchaser hereby agrees to be bound, to and for the benefit of the Debtor, by that certain Confidentiality Agreement dated June 23, 2016 executed by an Affiliate of Purchaser (the "Confidentiality Agreement"), as if Purchaser were an original signatory thereto. All representatives of Purchaser accessing Debtor's books, records and facilities shall as a condition of such access be informed by Purchaser of both the confidential nature of such information and the restrictions on its use, and shall be directed to treat such information confidentially in accordance with the terms of the Confidentiality Agreement and to use it solely for the purpose of evaluating, negotiating, executing or otherwise assisting with the transactions contemplated by this Agreement. Purchaser shall be responsible for any breach of this Section 12.4 by any of its representatives. Purchaser shall indemnify, defend and hold Debtor harmless from and against all claims, liabilities, damages, and lawsuits, including reasonable attorney fees, to the extent arising from acts or omissions of Purchaser or its agents, representatives or contractors entering upon Debtor's premises. Notwithstanding any other provision of this Agreement to the contrary, Purchaser's obligations under this Section 12.4 shall survive the termination of this Agreement.

Section 12.5. Public Announcement. No Party hereto, nor their respective affiliates, agents or representatives, shall make or issue, or cause to be made or issued, any public announcement or written statement concerning this Agreement or the transactions contemplated hereby without the prior written consent of the other Party hereto (which will not be unreasonably withheld or delayed), unless counsel to such Party advises that such announcement or statement is required by law (and then only after giving the other Party adequate time to review, under the circumstances, such disclosure and consider in good faith the comments of the other Party and consultation as to such comments with such Party as to the content of such disclosure). For the avoidance of doubt, nothing herein shall be construed to prohibit (i) any disclosure or announcement which the Debtor is required to make in connection with the

Bankruptcy Case, or (ii) communications by Debtor's counsel about this Agreement or the transactions contemplated hereby with any Person asserting that it is a party in interest with respect to the Bankruptcy Case or with any Person representing such Person. Following any public statement concerning this Agreement or the transactions contemplated hereby after the entry of the Sale Order, this Section 12.5 shall be of no further force or effect.

Section 12.6. Taxes

(a) Subject to Section 6.2, the Debtor shall be responsible for all Taxes in connection with, relating to or arising out of the ownership of the Purchased Assets, Contracts, or the Assumed Liabilities attributable to taxable periods, or portions thereof, ending on or before the Closing (or for any tax period beginning before and ending after the Closing to the extent allocable to the portion of such period beginning before and ending on the Closing), which Taxes shall be a Non-Assumed Liability. Subject to Section 6.2, Purchaser shall be responsible for all Taxes in connection with, relating to or arising out of the Purchased Assets and Assumed Contracts attributable to taxable periods, or portions thereof, beginning after the Closing (or for any tax period beginning before and ending after the Closing to the extent allocable to the portion of such period ending after the Closing). All state and local sales and use Taxes, to the extent attributable or allocable to periods prior to the Closing, shall be paid or otherwise discharged by the Debtor. For avoidance of doubt, the Assumed Liabilities shall not include (i) any Liability of Debtor for Taxes, (ii) any Liability of Debtor for income, transfer, sales, use, and other Taxes arising in connection with the consummation of the transactions contemplated hereby (subject to Section 12.6(b)), or (iii) any Liability of Debtor for the unpaid Taxes of any Person under any provision of state, local, or non-U.S. law as a transferee or successor, by contract, or otherwise.

(b) If the Debtor is unable to obtain an exemption, pursuant to Section 1146(c) of the Bankruptcy Code in the Sale Order, from all transfer and documentary Taxes and recording fees and Taxes applicable to the transactions contemplated hereby (collectively, the "Transfer Taxes"), such Transfer Taxes shall be borne and paid by such Purchaser.

(c) The Debtor and Purchaser shall (i) provide the other with such assistance as may reasonably be requested by either of them in connection with the preparation of any return, report, information return or other document (including any related or supporting information) ("Tax Return"), any audit or other examination by any taxing authority or any judicial or administrative proceeding with respect to Taxes, (ii) retain and provide the other with any records or other information which may be relevant to such return, audit, examination or proceeding, and (iii) provide the other with any final determination of any such audit or examination proceeding or determination that affects any amount required to be shown on any Tax Return of the other for any period (which shall be maintained confidentially).

Section 12.7. Consents. Each Party hereto will use its good faith efforts and will cooperate with the other Party hereto to obtain all consents required from third persons, whose consent or approval is required pursuant to any Assumed Contract, or otherwise, in order to consummate the transaction contemplated hereby; provided, however, that the Debtor shall not

be required to obtain any consent the need for which is obviated by the entry of the Sale Order or otherwise by any provision of the Bankruptcy Code.

Section 12.8. Good Faith Efforts. Without limiting the specific obligations of any Party hereto under any covenant or agreement hereunder, each Party hereto shall use its good faith efforts to take all action and do all things necessary to consummate the transactions contemplated in this Agreement.

Section 12.9. Further Assurances. From time to time after the Closing and without further consideration, Purchaser or the Debtor, at the request of the other, will execute and deliver such other instruments of conveyance and transfer or other instruments or documents, and take or arrange for such other actions, as may reasonably be required to effect any of the transactions contemplated by this Agreement, or to provide any Party hereto with the benefits intended to be conferred and conveyed by this Agreement. To the extent required to effectuate the foregoing, Purchaser is hereby appointed attorney in fact for the Debtor. Notwithstanding anything to the contrary in this Section 12.9 or any other provision of this Agreement, neither Purchaser nor the Debtor shall be required to execute any document or take any action that would (i) materially increase the liability or obligation of the Party of whom such document or action is requested beyond that such Party would have pursuant to the other provisions of this Agreement, (ii) require or cause the Party of whom such action or document is requested to initiate, join in or otherwise become a Party to any litigation, action or other proceeding, or (iii) cause such Party to incur any material cost or expense that is not already imposed upon it by another provision of this Agreement.

Section 12.10. No Survival of Representations and Warranties. None of the representations and warranties contained in this Agreement or made in any other documents or instruments delivered pursuant to this Agreement shall survive the Closing hereunder.

ARTICLE 13

CONDITIONS PRECEDENT TO PURCHASER'S OBLIGATION TO CLOSE

The obligations of Purchaser under this Agreement with respect to the purchase and sale of the Purchased Assets shall be subject to the fulfillment at or prior to the Closing of the conditions of Sections 13.1 through 13.8, any of which may be waived in writing by Purchaser.

Section 13.1. Accuracy of Representations and Warranties; Performance of this Agreement. Each of the representations and warranties made by the Debtor shall be true and correct in all material respects on and as of the date hereof and at and as of the Closing Date as if made at and as of such date (except with respect to those representations and warranties of the Debtor that are qualified by materiality, which shall be true and correct in all respects), unless such representation or warranty is given as of a particular date, in which case such representation or warranty will be considered only as of such particular date. The Debtor shall have complied with and performed in all material respects all of the agreements, covenants and obligations required by this Agreement, each other Transaction Document, the Sale Procedures Order or the Sale Order (or any other Final Order of the Bankruptcy Court relating to the transactions contemplated by this Agreement) to be performed or complied with by it at or prior to the Closing.

Section 13.2. Bankruptcy Matters. The Sale Order, in form and substance reasonably acceptable to Purchaser, shall have been entered and the hearing on the Sale Motion shall have been held by the Hearing Deadline. The Sale Order must be in effect and must be a Final Order.

Section 13.3. Consents. Purchaser shall have received duly authorized, executed and delivered consents to the transactions contemplated hereby and waivers of rights to terminate or modify any material rights or obligations of the Debtor from any Person from whom such consent or waiver is required under or in connection with any Assumed Contracts or instruments who, as a result of the transactions contemplated hereby, would have such rights to terminate or modify such Assumed Contracts or instruments, either by the terms thereof or as a matter of law; provided that, the consents required under this Section 13.3 shall not, in any event, include any consent the need for which is obviated by the Sale Order or otherwise by the provisions of the Bankruptcy Code.

Section 13.4. No Material Adverse Change or Destruction of Property. Between July 5, 2017 and the Closing and except as otherwise provided in this Agreement, (i) there shall have been no change, effect, event, occurrence, development, circumstance or state of facts occurs which has had or would reasonably be expected to (A) have a materially adverse effect on the business, properties, prospects (financial or otherwise), operations, financial condition or results of operations of the Debtor or the Purchased Assets, taken as a whole, (B) affect the Purchased Assets following the Closing, (C) otherwise continue to impact, following the Closing, the benefits and obligations of the transaction with respect to Purchaser contemplated under this Agreement or (D) materially impair the Debtor's ability to perform its obligations or have a materially adverse effect on or prevent or materially delay the consummation of the Transaction contemplated by this Agreement, (ii) there shall have been no adverse federal, state or local legislative change, or injunction affecting in any material respect any of the Purchased Assets, which would or would be reasonably be expected to materially affect the Purchased Assets following the Closing, or which would or would be reasonably expected to otherwise impact in a materially adverse manner, following the Closing, the benefits and obligations of the transaction with respect to Purchaser contemplated under this Agreement, and (iii) none of the Purchased Assets shall have been damaged or lost by fire, flood, casualty, act of God or the public enemy or other cause (regardless of insurance coverage for such damage or loss) which damage has a material adverse effect following the Closing or would limit the ability to transfer, grant, or convey any interest in or otherwise exploit the Purchased Assets.

Section 13.5. Insurance Related Matters. Purchaser's obligations under this Agreement shall not be conditioned upon, or subject to, the existence of insurance coverage with respect to claims which may be asserted against or with respect to the Purchased Assets at or after the Closing.

Section 13.6. Good Faith Purchaser. Purchaser shall have been found by the Bankruptcy Court at the hearing on the Sale Motion to be a good faith purchaser entitled to the protections of Section 363(m) of the Bankruptcy Code.

Section 13.7. Delivery of Transaction Documents. The Debtor shall have delivered to Purchaser all of the Transaction Documents (other than this Agreement) which shall have been fully and duly executed by the Debtor to the extent required.

Section 13.8. Due Diligence Materials. The Debtor shall have delivered or made available to the Purchaser all of the Due Diligence Materials in accordance with Section 5.1, and shall have provided to the Purchaser copies of any additional information to be included with the Due Diligence Materials reasonably requested by the Purchaser at any time prior to the hearing on the Sale Motion.

ARTICLE 14

CONDITIONS PRECEDENT TO THE DEBTOR'S OBLIGATION TO CLOSE

The obligations of the Debtor under this Agreement with respect to the purchase and sale of the Purchased Assets shall be subject to the fulfillment on or prior to the Closing of each of the following conditions, any of which may be waived in writing by the Debtor.

Section 14.1. Accuracy of Representations and Warranties; Performance of this Agreement. Each of the representations and warranties made by Purchaser shall be true and correct on and as of the date hereof and at and as of the Closing Date, unless such representation or warranty is given as of a particular date, in which case such representation or warranty will be considered only as of such particular date, except where the failure of any such representations and warranties to be true and correct would not have a material adverse effect. Purchaser shall have complied with and performed in all material respects all of the agreements, covenants and obligations required by this Agreement, each other Transaction Document, the Procedures Order or the Sale Order (or any other Final Order of the Bankruptcy Court with respect to the transactions contemplated by this Agreement) to be performed or complied with by it at or prior to the Closing.

Section 14.2. Good Faith Purchaser. Purchaser shall have been found by the Bankruptcy Court at the hearing on the Sale Motion to be a good faith purchaser entitled to the protections of Section 363(m) of the Bankruptcy Code.

Section 14.3. Satisfaction of All Cure Payments. With respect to all Assumed Contracts to be assumed and assigned to Purchaser in accordance with the terms of this Agreement, Purchaser shall have performed and discharged any and all of its applicable Liabilities (including cure or other payments) and satisfied all other requirements imposed by the provisions of Section 365 of the Bankruptcy Code to allow the applicable Debtor to assume and assign such Assumed Contracts, if such Contracts are assumable and assignable under applicable Law, to Purchaser at the Closing.

Section 14.4. Bankruptcy Matters. The Sale Order must be in effect and must be a Final Order.

Section 14.5. Delivery of Transaction Documents. Purchaser shall have prepared and delivered to the Debtor all of the Transaction Documents (other than this Agreement) which shall have been fully and duly executed by Purchaser to the extent required.

ARTICLE 15

TERMINATION

Section 15.1. Breaches and Defaults; Opportunity to Cure. Prior to the exercise by a Party of any termination rights afforded under Section 15.2 of this Agreement, if the Debtor or Purchaser (the “Non-Breaching Party”) believes that either the Debtor or Purchaser, as applicable (the “Breaching Party”) is in breach hereunder, the Non-Breaching Party shall provide the Breaching Party with written notice (a “Default Notice”) specifying in reasonable detail the nature of such breach, whereupon if such breach is curable the Breaching Party shall have fifteen (15) calendar days from the receipt of such Default Notice to cure such breach to the reasonable satisfaction of the Non-Breaching Party; provided, however, that the cure period for a breach shall in no event extend, or cause the Closing Date to extend, beyond September 18, 2017. The Parties hereby agree that disputes concerning the validity or adequacy of any Default Notice shall be resolved by the Bankruptcy Court, and each Party hereto specifically consents to the jurisdiction of the Bankruptcy Court to resolve any such disputes. If the breach is not cured within the cure period described above and if there has been no challenge to the sufficiency of any Default Notice, or, to the extent of any such challenge, the Default Notice has been upheld by the Bankruptcy Court as proper under the circumstances, then the Non-Breaching Party shall be entitled to terminate this Agreement.

Section 15.2. Termination. This Agreement may be terminated and the transactions contemplated herein may be abandoned, by written notice given to the other Party hereto in accordance with Section 15.1, at any time prior to the Closing:

- (a) at any time, by mutual written consent of the Debtor and Purchaser;
- (b) by Purchaser if the Sale Order is for any reason (other than a material breach or material default hereunder by Purchaser) not entered on or before September 1, 2017;
- (c) by Purchaser, on or before August 8, 2017, if it is not satisfied with its due diligence, which determination shall be made in its sole discretion;
- (d) subject to the right to cure set forth in Section 15.1 at any time prior to the Closing Date by Purchaser if the Debtor (i) materially breaches any of its representations or warranties, or materially breaches or fails to perform any of its covenants or obligations, under this Agreement, or (ii) if it appears reasonably certain that a condition set forth in Article 13 is incapable of being satisfied prior to the End Date (other than by reason of the failure of Purchaser to comply with its obligations under this Agreement) and Purchaser has not waived such condition in writing;
- (e) subject to the right to cure set forth in Section 15.1, at any time prior to the Closing Date by the Debtor if Purchaser (i) materially breaches any of its representations or

warranties, or materially breaches or fails to perform any of its covenants or obligations, under this Agreement, or (ii) if a condition set forth in Article 14 is incapable of being satisfied prior to the End Date (other than through the failure of the Debtor to comply with its obligations under this Agreement) and the Debtor has not waived such condition in writing;

(f) by Purchaser if, notwithstanding the entry of a Final Order approving the sale, the Debtor refuses to close for any reason whatsoever, other than a breach or default by Purchaser of Purchaser's obligations at Closing;

(g) by the Debtor or Purchaser if the Closing shall not have occurred on or before September 18, 2017 (the "End Date"), unless the failure to have the Closing shall be due to the failure of the Party seeking to terminate this Agreement to perform in any material respect its obligations under this Agreement required to be performed by it at or prior to the Closing; or

(h) by Purchaser if the Debtor enters into an agreement for the sale of any of the Purchased Assets with any Party other than Purchaser.

ARTICLE 16

MISCELLANEOUS

Section 16.1. Additional Instruments of Transfer. From time to time after the Closing, each Party shall, if requested by another Party, make, execute and deliver such additional assignments, bills of sale, deeds and other instruments and documents, as may be reasonably necessary or proper to carry out the specific provisions of this Agreement, including, without limitation, transfer to Purchaser of all of the Debtor's right, title and interest in and to the applicable Purchased Assets.

Section 16.2. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by email or facsimile, recognized overnight delivery service or registered or certified mail, return receipt requested, postage prepaid, to the following addresses:

If to Purchaser:

PTEC Holdings, Inc.
c/o 3P Equity Partners, LLC
3031 Tisch Way, Suite 130
San Jose, CA 95128
Attn: Leonid Perelman
Facsimile: (844) 274-0884
Email: leonidp@3pequity.com

with a required copy (which shall not constitute notice) to:

Sutton, Pakfar and Courtney LLP
450 N. Roxbury Drive

Suite 700
Beverly Hills, California 90210
Attention: Daniel Dubelman
Facsimile: (310) 275-0801
Email: ddubelman@spellp.com

and

David L. Neale, Esq.
Levene, Neale, Bender, Yoo & Brill L.L.P.
10250 Constellation Boulevard, Suite 1700
Los Angeles, California 90067
Facsimile: (310) 229-1244
Email: DLN@LNBYB.COM

If to Debtor:

Plasco Tooling and Engineering Corporation
Attention: John Zuccarini
14951 32 Mile Road
Romeo, MI 48065
Email: jzucc@plascocorp.com

with a required copy (which shall not constitute notice) to:

Wernette Heilman PLLC
24725 W. 12 Mile Rd., Ste. 110
Southfield, MI 48034
Attention: Michael Wernette and Ryan Heilman
Email: mike@wernetteheilman.com
ryan@wernetteheilman.com

Notices delivered personally shall be effective upon delivery. Notices transmitted by facsimile or email shall be effective on the date sent (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices delivered by overnight mail shall be effective when received. Notices delivered by registered or certified mail shall be effective on the date set forth on the receipt of registered or certified mail, or three days after mailing, whichever is earlier.

Section 16.3. Expenses. Except to the extent otherwise expressly provided herein, each Party shall bear its own expenses and costs, including the fees of any attorney retained by it, incurred in connection with the preparation of this Agreement and the consummation of the transactions contemplated hereby. In the event either Party shall bring any action or proceeding in connection with the performance, breach or interpretation of this Agreement or any Transaction Document, the prevailing Party in such action or proceeding shall be entitled to

recover from the losing Party all reasonable costs and expenses of such action, including, without limitation, reasonable attorneys' fees and court costs.

Section 16.4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without application of principles of conflicts of law). In connection with any controversy arising out of or related to this Agreement, each of the Debtor and Purchaser hereby irrevocably consent to the exclusive jurisdiction of the Bankruptcy Court, or if, and only if, the Bankruptcy Case has been closed, any federal or state court located in Chicago, Illinois. Each of the Debtor and Purchaser each irrevocably consents to service of process out of the aforementioned courts and waives any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or in connection with this Agreement brought in the aforementioned courts.

Section 16.5. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Purchaser shall have the right to freely assign any of its rights or obligations under this Agreement to any Affiliate of Purchaser provided that, in the event of any such assignment, each of the representations and warranties set forth in Article 10 above shall thereupon be deemed to have been given by such Affiliate as if such Affiliate were Purchaser. The Debtor shall not be permitted to assign any of its rights or obligations under this Agreement without the prior written consent of Purchaser, which consent may or may not be granted in Purchaser's sole and exclusive discretion, and any such attempted assignment shall be null and void *ab initio*. .

Section 16.6. Amendments; Waivers. No alteration, modification or change of this Agreement shall be valid except by an agreement in writing executed by the Parties; provided that any alteration, modification or change to Section 16.14 shall also require the written agreement of Escrow Holder. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure or delay by any Party hereto in exercising any right, power or privilege hereunder (and no course of dealing between or among any of the Parties) shall operate as a waiver of any such right, power or privilege. No waiver of any default on any one occasion shall constitute a waiver of any subsequent or other default. No single or partial exercise of any such right, power or privilege shall preclude the further or full exercise thereof. .

Section 16.7. Entire Agreement. This Agreement, together with the other Transaction Documents, merge all previous negotiations and agreements between the parties hereto, either verbal or written, constitute the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. .

Section 16.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be an original, but all of which together shall constitute one agreement. Facsimile signatures and copies of signature pages delivered electronically in .pdf format shall be deemed original signatures. .

Section 16.9. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon any such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. .

Section 16.10. Section Headings. The section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement. .

Section 16.11. Interpretation. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, the parties hereto agree that any rule of law or any other statutes, legal decisions, or common law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the Party that has drafted this Agreement, is of no application and is hereby expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intentions of the parties hereto. .

Section 16.12. Reasonable Access to Records and Certain Personnel. For a period of one (1) year following the Closing (or until the closing of the Bankruptcy Case, if the Bankruptcy Case is closed sooner), Purchaser shall provide to the Debtor's counsel and other professionals or any successor to the Debtor (collectively, "Permitted Access Parties") (a) reasonable access during normal business hours to the financial and other books and records relating to the Purchased Assets through and including the Closing Date; provided, however, that any access provided under this paragraph shall (i) not require Purchaser to produce information relating to transactions involving the Purchased Assets first entered into following the Closing Date, (ii) not materially interfere with Purchaser's business operations, (iii) not require access to Purchaser documents which are covered by a duty of confidentiality or impact protection of such documents under attorney-client privilege, (iv) not require Purchaser's violation of any applicable Law, (v) be limited to matters pertaining to litigation involving the Debtor (excluding any litigation against Purchaser or any of its Affiliates) and/or the preparation of any Tax Return or any other document relating to Taxes applicable to the Debtor, and (vi) be subject to the execution of such agreements as may be necessary to preserve any confidential, privileged, proprietary or secret information. At the expiration of the one (1) year period provided for above, in the event a Party requires continued access to documents relating to the Purchased Assets, the Party requiring such access may elect to pay the other Party the costs of that Party's continued storage of the documents, or may, at its own expense, arrange for the transfer of the documents from the other Party, with such documents thereafter to be stored by the Party requiring such documents at its sole expense. .


Section 16.13. Third Parties. Nothing herein, expressed or implied, is intended to or shall confer on any Person other than the parties hereto any rights, remedies, obligations or liabilities under or by reason of this Agreement. .

Section 16.14. Escrow Holder Matters. Escrow Holder shall hold all of the funds in the Deposit Account and the Holdback Account pursuant to the terms of this Agreement. Escrow Holder shall only disburse the contents of the Deposit Account and the Holdback Account at the times and pursuant to the terms and conditions set forth in this Agreement; provided, however, that if there are any disputes and/or conflicting instructions from and/or among the Debtor, Purchaser and/or any other relevant Party in interest regarding the disbursement of the funds in the Deposit Account or the Holdback Account, the Escrow Holder shall either (a) not release any funds in the Deposit Account or the Holdback Account, as applicable, until such dispute is resolved by the entry of an order of the Bankruptcy Court or otherwise by agreement of the Parties, or (b) deposit any funds in the Deposit Account or the Holdback Account, as applicable, into the registry of the Bankruptcy Court and commence an interpleader action so that the Bankruptcy Court may determine the Parties' respective rights, if any, with respect to such funds. Escrow Holder shall not be deemed to have assumed any fiduciary duty to the Parties hereto, shall have no liability to any Party for actions taken in substantial compliance with the terms of this Agreement and/or controlling court order, and shall not charge any of the Parties a fee for serving as Escrow Holder hereunder.

(Signature page follows)

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

PLASCO TOOLING AND ENGINEERING CORPORATION

By: 
Name: JOHN D. ZUCCARINI
Title: PRESIDENT

PTEC HOLDINGS, INC.

By: _____
Name: _____
Title: _____

SOLELY WITH RESPECT TO SECTION
16.14 OF THE FOREGOING AGREEMENT:

LEVENE, NEALE, BENDER, YOO & BRILL
L.L.P.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

**PLASCO TOOLING AND ENGINEERING
CORPORATION**

By: _____

Name:

Title:

PTEC HOLDINGS, INC.

By:  _____

Name: Leonid Perelman

Title: President

SOLELY WITH RESPECT TO SECTION
16.14 OF THE FOREGOING AGREEMENT:

LEVENE, NEALE, BENDER, YOO & BRILL
L.L.P.

By:  _____

Name: David L. Neale

Title: Co-Managing Partner

Schedule 6.1

Assumed Contracts

Schedule 9.8

Material Intellectual Property

Patent:

APPLICATION NUMBER: 09344998

FILING DATE: 06/25/1999

PATENT NUMBER: 6247222

ISSUE DATE: 06/19/2001

TITLE: PROCESS FOR CASTING A PLASTIC DIE

EXHIBIT A

FORM OF BILL OF SALE

(See attached)

FORM OF BILL OF SALE

This BILL OF SALE, dated as of _____, 2017 (this “**Bill of Sale**”) is executed and delivered by Plasco Tooling and Engineering Corporation, a Michigan corporation (“**Seller**”), in favor of PTEC Holdings, Inc., a Michigan corporation (“**Buyer**”), pursuant to that certain Asset Purchase Agreement, dated as of July 24, 2017, by and among Buyer, Seller and an escrow holder party thereto (the “**Purchase Agreement**”). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Purchase Agreement.

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, Buyer agreed to purchase from Seller, and Seller agreed to sell to Buyer, upon the terms and conditions specified in the Purchase Agreement, all of Seller’s right, title and interest in and to the Purchased Assets; and

WHEREAS, the transactions contemplated by the Purchase Agreement have been approved by an order of the Bankruptcy Court as set forth in the Sale Order.

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

Section 1. Purchase and Sale of Purchased Assets.

On the terms and conditions set forth in the Purchase Agreement, Seller hereby sells, assigns, conveys, transfers and delivers to Buyer, and Buyer hereby purchases from Seller all of Seller’s right, title and interest in, to and under the Purchased Assets, free and clear of all Liens.

Section 2. Governing Law; Jurisdiction.

This Bill of Sale shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state. During the period from the date hereof until the date on which the Bankruptcy Case is closed or dismissed (the “**Bankruptcy Period**”), any suit, action or proceeding, seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Bill of Sale or the transactions contemplated hereby shall be brought exclusively in the Bankruptcy Court. Following the Bankruptcy Period, any suit, action or proceeding with respect to this Bill of Sale or the transactions contemplated hereby shall be brought exclusively in any federal or state court located in Chicago, Illinois, and each party having an interest in this Bill of Sale hereby irrevocably consents to the jurisdiction of such courts and the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent

permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the such courts or that any such suit, action or proceeding which is brought in such courts has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served anywhere in the world, whether within or without the jurisdiction of the Bankruptcy Court or any federal or state court located in Chicago, Illinois.

Section 3. Interpretation.

The scope, nature and extent of the Purchased Assets are expressly set forth in the Purchase Agreement. Nothing herein contained will itself change, amend, extend, or alter (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This Bill of Sale does not create or establish rights, liabilities, or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. Buyer hereby acknowledges that Seller is making no express or implied representation or warranty with respect to the Purchased Assets, except as specifically set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this instrument, the terms of the Purchase Agreement will govern.

Section 4. Amendments and Waivers.

This Bill of Sale may not be amended or waived except in a writing executed by the party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this Bill of Sale will be deemed effective to modify or amend any part of this Bill of Sale or any rights or obligations of any person under or by reason of this Bill of Sale.

Section 5. Headings.

The section headings contained in this Bill of Sale are inserted for convenience only and will not affect in any way the meaning or interpretation of this Bill of Sale.

Section 6. Counterparts; Facsimile Signatures.

This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed PDF copies exchanged via electronic mail or facsimile copies of this Bill of Sale shall legally bind the parties to the same extent as original documents.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the undersigned has executed this Bill of Sale as of the date first above written.

**PLASCO TOOLING AND
ENGINEERING CORPORATION**

By: _____
Name:
Title:

PTEC HOLDINGS, INC.

By: _____
Name:
Title:

EXHIBIT B

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

(See attached)

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of _____, 2017 (this “**Agreement**”) is entered into by and between Plasco Tooling and Engineering Corporation, a Michigan corporation (“**Assignor**”), and PTEC Holdings, Inc., a Michigan corporation (“**Assignee**”), pursuant to that certain Asset Purchase Agreement, dated as of July 24, 2017, by and among Assignor, Assignee and an escrow holder party thereto (the “**Purchase Agreement**”). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Purchase Agreement.

WHEREAS, pursuant to the Sale Order and to the extent permitted by applicable law, on the terms and subject to the conditions set forth in the Purchase Agreement, Assignee has agreed to assume the Assumed Liabilities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby incorporate the foregoing recitals and further agree as follows:

1. Assignment and Assumption. Pursuant to the Sale Order and to the extent permitted by applicable law, on the terms and subject to the conditions set forth in the Purchase Agreement, effective as of the Closing, Assignee hereby assumes the Assumed Liabilities.

2. No Third-Party Beneficiaries. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person not party to this Agreement or to confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns.

3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

4. Interpretation. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern.

5. Amendments and Waivers. This Agreement may not be amended or waived except in a writing executed by the party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this Agreement will be deemed effective to modify or amend any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

6. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state. The parties hereto agree that, during the period from the date hereof until the date on which the Bankruptcy Case is closed or dismissed (the “**Bankruptcy Period**”), any suit, action or proceeding, seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be

brought exclusively in the Bankruptcy Court. The parties further agree that, following the Bankruptcy Period, any suit, action or proceeding with respect to this Agreement or the transactions contemplated hereby shall be brought against any of the parties exclusively in any federal or state court located in Chicago, Illinois, and each of the parties hereby irrevocably consents to the jurisdiction of such courts and the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the such courts or that any such suit, action or proceeding which is brought in such courts has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of the Bankruptcy Court or any federal or state court located in Chicago, Illinois.

7. Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed PDF copies exchanged via electronic mail or facsimile copies of this Agreement shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first above written.

**PLASCO TOOLING AND ENGINEERING
CORPORATION**

By: _____
Name:
Title:

PTEC HOLDINGS, INC.

By: _____
Name:
Title:

EXHIBIT C

FORM OF IP ASSIGNMENT

(See attached)

FORM OF INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of _____, 2017 (this “**Agreement**”) is entered into by and between Plasco Tooling and Engineering Corporation, a Michigan corporation (“**Assignor**”), and PTEC Holdings, Inc., a Michigan corporation (“**Assignee**”), pursuant to that certain Asset Purchase Agreement, dated as of July 24, 2017, by and among Assignor, Assignee and an escrow holder party thereto (the “**Purchase Agreement**”). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Purchase Agreement.

WHEREAS, the Assignor holds certain right, title and interest in and to the Material Intellectual Property, which is set forth in Schedule 1 attached hereto;

WHEREAS, pursuant to the Sale Order and to the extent permitted by applicable law, on the terms and subject to the conditions set forth in the Purchase Agreement, the Assignor shall sell, convey, transfer, assign and deliver the Material Intellectual Property to Assignee; and

WHEREAS, the parties wish to confirm and memorialize their agreement with respect to the Material Intellectual Property, and through this Agreement, the parties are consummating said assignment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement, and expressly subject thereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby conveys, transfers, assigns and delivers (collectively, the “**Assignment**”) to Assignee all of Assignor’s right, title and interest in, to and under:

a. the Material Intellectual Property and any and all goodwill associated therewith (as applicable); and

b. all causes of action for past or present infringement or misappropriation of the Material Intellectual Property as of the Closing, including the Assignor’s rights of indemnity, warranty rights, rights of contribution, rights to refunds, rights of reimbursement and other rights of recovery.

2. Recordation of Assignment. The Assignment may be made of record in any government and/or administrative authorities, including in the United States Patent and Trademark Office, as appropriate and desired by Assignee. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other national, federal and state government officials to record and register this Agreement upon request by Assignee.

3. No Third-Party Beneficiaries. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any Person not party to this Agreement or to confer any rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns.

4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

5. Interpretation. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement will govern.

6. Amendments and Waivers. This Agreement may not be amended or waived except in a writing executed by the party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this Agreement will be deemed effective to modify or amend any part of this Agreement or any rights or obligations of any person under or by reason of this Agreement.

7. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state. The parties hereto agree that, during the period from the date hereof until the date on which the Bankruptcy Case is closed or dismissed (the “**Bankruptcy Period**”), any suit, action or proceeding, seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought exclusively in the Bankruptcy Court. The parties further agree that, following the Bankruptcy Period, any suit, action or proceeding with respect to this Agreement or the transactions contemplated hereby shall be brought against any of the parties exclusively in any federal or state court located in Chicago, Illinois, and each of the parties hereby irrevocably consents to the jurisdiction of such courts and the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the such courts or that any such suit, action or proceeding which is brought in such courts has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of the Bankruptcy Court or any federal or state court located in Chicago, Illinois.

8. Headings. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed PDF copies exchanged via electronic mail or facsimile copies of this Agreement shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date first above written.

**PLASCO TOOLING AND ENGINEERING
CORPORATION**

By: _____
Name:
Title:

PTEC HOLDINGS, INC.

By: _____
Name:
Title:

SCHEDULE 1

Material Intellectual Property

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN

In re:

Plasco Tooling & Engineering Corporation,

Debtor.

Case No. 17-49638-mar
Chapter 11
Hon. Mark. A. Randon

**NOTICE OF OPPORTUNITY TO OBJECT TO ASSUMPTION AND ASSIGNMENT
OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

TO: All Interested Parties

PLEASE BE ADVISED that :

A. On _____, 2017, the Court entered its Order (A) Establishing Bidding Procedures for the Auction Sale of Substantially all Debtor's Assets Free and Clear of Liens, Claims and Encumbrances and Transferring Liens to Proceeds; (B) Scheduling a Sale Hearing to Consider Approval of Sale; (C) Establishing Executory Contract Assumption and Assignment Procedures; and (D) Approving the Form and Manner of Service of (1) the Auction Notice, (2) the Notice to Executory Contract Counter-parties, and (3) the Notice of the Sale Hearing (the "Bidding Procedures Order") [DN _].

B. The Debtor is seeking authority from the Court to sell substantially all of its assets, free and clear of all liens, interests and encumbrances. **A hearing before the Court to approve the Sale has been scheduled for _____, 2017 at _:_ a.m. EST**, (the "Sale Hearing")¹ at 211 W. Fort St., Courtroom 1825, Detroit, Michigan 48226.

C. In conjunction with the Sale, as set forth in the Bidding Procedures Order, the Debtor may assume some or all of the executory contracts and unexpired leases that are set forth on the attached

¹ Capitalized terms not otherwise defined herein shall have those meanings ascribed to them in the Motion or the Bidding Procedures Order.

Cure Schedule. The assumed contracts and leases shall be assigned to the Successful Purchaser of the Debtor's assets at the closing of the sale.

D. The Debtors propose to pay the cure amounts under required under § 365 of the Bankruptcy Code, as set forth in the Cure Schedule to the counterparty to each contract or lease that is assumed (the "Pre-Petition Cure Amount"). The Debtor or Successful Purchaser shall make cure payments within thirty (30) days of the Closing of the sale.

E. THE BANKRUPTCY COURT HAS ORDERED THAT ANY OBJECTION TO THE PROPOSED CURE AMOUNT OR THE ASSUMPTION AND ASSIGNMENT OF THE ASSUMED CONTRACTS AND ASSUMED LEASES OR THE PRE-PETITION CURE AMOUNT MUST BE FILED WITH THE CLERK OF THE BANKRUPTCY COURT **NO LATER THAN THREE (3) DAYS BEFORE THE SALE HEARING** (THE "OBJECTION DEADLINE").

F. For each Assumed Contract and Assumed Lease for which an objection is timely received, a hearing will be held at the Sale Hearing or such other date as the Court may designate with notice to the Debtor, the Committee, the Successful Bidder and all objecting parties.

G. OBJECTIONS (IF ANY), MUST: (A) BE IN WRITING; (B) SET FORTH THE WITH DETAIL THE GROUNDS FOR THE OBJECTION, AND THE BASIS FOR THE CALCULATION OF ANY ALTERNATIVE CURE AMOUNT; COMPLY WITH THE BANKRUPTCY RULES AND THE LOCAL BANKRUPTCY RULES AND ORDERS OF THIS COURT; AND (D) BE FILED WITH THE CLERK OF THE BANKRUPTCY COURT ON OR BEFORE THE OBJECTION DEADLINE.

H. UNLESS YOU FILE WITH THE COURT AN OBJECTION TO THE ASSUMPTION AND/OR ASSIGNMENT, OR TO THE PRE- PETITION CURE AMOUNT AS DESCRIBED ABOVE, OR UNLESS THE BANKRUPTCY COURT DIRECTS OTHERWISE, **YOU WILL BE FOREVER BARRED FROM OBJECTING TO THE CURE AMOUNT OR THE ASSUMPTION AND ASSIGNMENT OF ANY EXECUTORY**

CONTRACT OR LEASE.

I. Inclusion of any contract or lease on the attached Cure Schedule is not a representation or guaranty that the contract will be assumed and/or assigned. Counter-parties to contracts and leases that are assumed and assigned will be notified by the Successful Purchaser promptly after Closing.

J. For all contracts and leases not assumed and assigned according to the above procedures, Debtor reserves the right to assume, assume and assign, or reject any executory contract or unexpired lease in accordance with § 365 of the Bankruptcy Code and the Court's orders.

K. A complete copy of the Motion, the Proposed Purchase Agreement, the Stalking Horse Purchase Agreement and the Bidding Procedures Order can be obtained upon request to Debtors' counsel as identified below.

Respectfully submitted,

WERNETTE HEILMAN PLLC

Dated: July 26, 2017

By: /s/ Ryan D. Heilman
Ryan D. Heilman (P63952)
Michael R. Wernette (P55659)
Attorneys for Debtor
24725 W. 12 Mile Rd., Suite 110
Southfield, MI 48034
(248) 835-4745
ryan@wernetteheilman.com

**Exhibit 6.3 to Sale Procedures Motion
Proposed Auction and Sale Notice**

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN**

In re:

Plasco Tooling & Engineering Corporation,

Debtor.

Case No. 17-49638-mar
Chapter 11
Hon. Mark. A. Randon

**NOTICE OF AUCTION SALE
OF SUBSTANTIALLY ALL OF DEBTOR'S ASSETS**

TO: All Interested Parties

PLEASE BE ADVISED that:

A. On July 26, 2017, Plasco Engineering and Tooling Corporation (“Debtor”) filed its Motion for Entry of an Order (A) Establishing Bidding Procedures for the Auction Sale of Substantially all Debtor’s Assets Free and Clear of Liens, Claims and Encumbrances and Transferring Liens to Proceeds; (B) Scheduling a Sale Hearing to Consider Approval of Sale; (C) Establishing Executory Contract Assumption and Assignment Procedures; and (D) Approving the Form and Manner of Service of (1) the Auction Notice, (2) the Notice to Executory Contract Counter-parties, and (3) the Notice of the Sale Hearing (the “Motion”)¹ [DN ____].

B. Pursuant to the Motion, the Court entered an Order (the “Bidding Procedures Order”) establishing procedures for Debtor to sell, subject to approval by the Court at the Sale Hearing, substantially all of its assets free and clear of all liens, interests and encumbrances

¹ Capitalized terms not otherwise defined herein shall have those meanings ascribed to them in the Motion or the Bidding Procedures Order.

pursuant to certain approved procedures, and the form of the Stalking Horse Purchase Agreement attached as Exhibit 6.1 to the Motion.

C. An **Auction for the Sale has been scheduled for August __, 2017 at __:__ a.m. EST** (the “Auction”) at the offices of Wernette Heilman PLLC, 24725 W. 12 Mile Rd., Suite 110, Southfield, MI 48034 and a **hearing before the Court to approve the Sale has been scheduled for _____, 2017 at __:__ a.m. EST**, (the “Sale Hearing”) at 211 W. Fort St., Courtroom 1825, Detroit, Michigan 48226. Any and all parties desiring to participate in the Auction must comply with the procedures established pursuant to the Bidding Procedures Order. The date, time and location of the Auction and Sale Hearing may be modified with notice as set forth in the Bidding Procedures Order.

D. The Bidding Procedures Order contains the following provisions. This is a general description of requirements set forth in the Bidding Procedures Order and does not contain a full or complete list of such requirements. In the event of any inconsistency between this description and the terms of the Bidding Procedures Order, the terms of the Bidding Procedures Order shall govern.

1. Debtor will only consider “Qualified Bids” from “Qualified Bidders”, as those terms are defined in the Bidding Procedures Order.
2. Qualified Bids must be received by Debtors’ counsel no later than _____, 2017 at 5:00 p.m. EST (the “Bid Deadline”).
3. Qualified Bids must be accompanied by a letter stating that the bidder’s offer is irrevocable until the conclusion of the Sale Hearing and acknowledging and agreeing to be bound by all terms of the Bidding Procedures Order including Stand-by Provision as set forth in the Bidding Procedures Order, and must be

accompanied by written evidence that it possesses the financial capability, business plan and management structure to close the acquisition of the Purchased Assets.

4. Qualified Bids must be accompanied by an earnest money cash deposit at least in the amount of \$75,000, which deposit shall not be subject to any liens or encumbrances (which shall be deposited with Levene, Neale, Bender, Yoo & Brill L.L.P. ("Escrow Holder")), and which shall be applied to the purchase price if the Qualified Bidder becomes a Successful Bidder or forfeited to Debtor if the bidder becomes a Successful Bidder or Stand-by Bidder and defaults under the terms of its proposed Purchase Agreement or this Order.
5. Qualified Bids must be on the same or better material terms and conditions as set forth in the Stalking Horse Purchase Agreement, or as the Bankruptcy Court may determine are in the best interests of creditors and the Debtor's bankruptcy, as set forth in the Bidding Procedures Order.
6. Qualified Bids must be in an amount equal to the Stalking Horse Purchase Agreement, plus the Breakup Fee and Expense Reimbursement, plus a \$100,000 overbid.

E. If one or more Qualified Bids (other than that of the Stalking Horse) have been received by the Bid Deadline, then Debtors shall conduct the Auction on the date and time established above. In the event Debtors do not receive a Qualified Bid from a Qualified Bidder by the Bid Deadline, Debtors shall proceed with the sale to the Stalking Horse, subject to approval of the Court at the Sale Hearing, and the Auction shall not occur.

PLEASE TAKE FURTHER NOTICE THAT THE BANKRUPTCY COURT HAS ORDERED THAT ANY OBJECTION TO THE SALE MOTION MUST BE FILED WITH THE BANKRUPTCY COURT **NO LATER THAN AUGUST __, 2017** (THE “OBJECTION DEADLINE”).

PURSUANT TO FED. R. BANK. P. 9014, OBJECTIONS (IF ANY) MUST: (A) BE IN WRITING; (B) SET FORTH THE NATURE OF THE OBJECTOR’S CLAIMS AGAINST OR INTERESTS IN DEBTORS ESTATES AND THE BASIS FOR THE OBJECTION AND THE SPECIFIC GROUNDS THEREFORE; (C) COMPLY WITH THE BANKRUPTCY RULES AND THE LOCAL BANKRUPTCY RULES AND ORDERS OF THIS COURT; AND (D) BE FILED WITH THE CLERK OF THE BANKRUPTCY COURT ON OR BEFORE THE OBJECTION DEADLINE.

UNLESS YOU FILE AN OBJECTION TO THE SALE OF THE ASSETS WITH THE COURT AS DESCRIBED ABOVE, OR UNLESS THE BANKRUPTCY COURT DIRECTS OTHERWISE, WITHIN THE TIME SET FORTH ABOVE, **YOU WILL BE DEEMED TO HAVE CONSENTED FOR ALL PURPOSES TO THE SALE OF SUBSTANTIALLY ALL DEBTOR’S ASSETS SUBSTANTIALLY CONSISTENT WITH THE TERMS SET FORTH IN THE BIDDING PROCEDURES ORDER.** ANY TIMELY FILED OBJECTIONS WILL BE HEARD AT THE SALE HEARING.

A complete copy of the Motion, the Proposed Purchase Agreement, the Stalking Horse Purchase Agreement and the Bidding Procedures Order can be obtained upon request to Debtors’ counsel as identified below.

Respectfully submitted,

WERNETTE HEILMAN PLLC

Dated: July 26, 2017

By: /s/ Ryan D. Heilman
Ryan D. Heilman (P63952)
Michael R. Wernette (P55659)
Attorneys for Debtor
24725 W. 12 Mile Rd., Suite 110
Southfield, MI 48034
(248) 835-4745
ryan@wernetteheilman.com