

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

In re:) Case No. 16-46691-659
) Honorable Kathy Surratt-States
STANDFAST USA, LLC,) Chapter 11
)
Debtor.)
) Hearing Date: June 19, 2017
) Hearing Time: 11:00 a.m.
)
)

**MOTION FOR ORDER (A) APPROVING THE SALE OF ASSETS AND (B)
APPROVING DISBURSEMENTS FROM PROCEEDS OF SALE**

COMES NOW Debtor, Standfast USA (“Debtor”), by and through counsel, and for its Motion for Order Approving the Sale of Assets pursuant to 11 U.S.C. §363(b)(1) & (2) (the “Sale Motion”), states to the Court as follows:

Jurisdiction and Venue

1. On September 16, 2016 (the “Petition Date”), the Debtor filed its voluntary petition under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as amended (the “Bankruptcy Code”).

2. The Debtor continues to operate its business as a Debtor-In-Possession pursuant to 11 U.S.C. §1107 and §1108. No committee of unsecured creditors has been appointed.

3. This Court has jurisdiction over this case under 28 U.S.C. § 1334 and this matter is a core proceeding under 28 U.S.C. §§ 157(b)(2)(A), (N) and (O). Venue of this proceeding is proper in this district under 28 U.S.C. §§ 1408 and 1409.

Purchaser’s Proposal and Description of Contract

4. Among the assets of the bankruptcy estate are various items of personal property including but not limited to cash on hand, inventory, furniture, fixtures, equipment, accounts

receivable and intangibles (domain name, telephone number, Standfast USA name). all more particularly described in that certain Asset Purchase Agreement dated May 1, 2017 (the “APA”).

5. The Debtor has entered into the APA with Standfast TRAM, LLC (the “Purchaser”) for the sale of the aforementioned personal property, not specifically enumerated as an “Excluded Assets” in the APA, (collectively, the “Acquired Assets”) for the sum of Six Hundred Thousand and 00/100 Dollars (\$600,000.00), subject to adjustment, and the assumption of specified liabilities, if any. A copy of the APA is attached hereto as **Exhibit “A”** and incorporated herein as if more fully set forth.

6. On May 1, 2017, the Debtor filed its Motion for Order (I) Approving Bidding Procedures; (II) Authorizing Auction; and (III) Setting a Hearing on the Approval of the Sale of Assets (the “Procedures Motion”). The Procedures Motion sought, among other things, an Order (the “Procedures Order”) from this Court approving Bid Procedures¹ to establish Qualified Bidders, the procedures for conduct of the Auction and the approval of dates for the sale and approval of the Acquired Assets.

7. The APA is subject to, among other things, this Court’s approval of the Bid Procedures and for any resulting auction of the Acquired Assets (the “Auction”).

8. The APA is expressly conditioned upon the approval of the Bankruptcy Court, and the general terms of the APA are described hereafter.

9. The sale of the Acquired Assets shall be on an “AS IS” basis, without representation, warranty or guaranty of any kind other than as specifically set out in the APA.

¹ All capitalized terms shall be defined as set forth in the Procedures Motion unless otherwise defined herein.

Authorization of Sale Pursuant to 11 U.S.C. § 363

10. The offer submitted by Purchaser for the Acquired Assets is the best offer that Debtor has received to date for the purchase of the Acquired Assets and the price offered by Purchaser constitutes fair and reasonable consideration for the Acquired Assets.

11. **The proposed sale to the Purchaser under the APA is a sale to an insider and cannot, on its face, be deemed to have been negotiated at arm's length.** The Debtor believes the offer and constitutes a good faith offer to purchase the Acquired Assets in accordance with Section 363(m) of the Code.

12. The Purchaser is satisfying its purchase price by waiver of its unsecured claim against the Debtor. Purchaser will contribute sufficient cash to satisfy all allowed, non-insider unsecured claims as set for in the Debtor's Plan of Liquidation.

13. Debtor seeks authority to sell the Acquired Assets to Purchaser pursuant to the terms and conditions of the APA, or such other party as may be deemed the Successful Bidder by this Court as the result of the Auction to be conducted on June 7, 2017, or such other date set by the Court, in accordance with terms and conditions deemed to be "higher and better" than those proposed under the APA, meaning more beneficial *in toto* to the bankruptcy estate than those contained in the APA.

14. Section 363(b) of the Code authorizes the sale of property of the bankruptcy estate out of the ordinary course of business after notice and hearing. Though a sale out of the ordinary course of business lies within the sole discretion of this Court, generally such sales are approved if the proposed sale is supported by the sound business judgment of the debtor/Trustee, if the consideration is fair and reasonable, and if the sale is in good faith. See In re Channel One Commc'ns., Inc., 117 B.R. 493, 496 (Bankr. E.D. Mo. 1990); In re Apex Oil Co., 92 B.R. 847, 866 (Bankr. E.D. Mo. 1988).

15. The Debtor examined the APA and alternate avenues for the sale of the Acquired Assets and determined that, in its business judgment, a sale of the Acquired Assets to the Purchaser in accordance with the terms and conditions of the APA is in the best interest of this bankruptcy estate.

16. The Debtor has circulated the APA to its minority shareholders and competitors in the industry. The Debtor believes the proposed offer, in bulk, for the assets of the Debtor is a fair a reasonable offer and leaves open the possibility for higher and better offers to maximize the sale price.

17. Section 363(f) of the Code authorizes Trustee to sell the Acquired Assets free and clear of any interests encumbering that property, except for those liabilities specifically assumed by Purchaser under the APA, i.e. the Assumed Liabilities, if any.

18. By and through this Motion, Debtor requests that this Court: (i) authorize the sale of the Acquired Assets pursuant to Section 363(b) of the Code in accordance with the terms and conditions described in the APA or such other and better terms as may be submitted at the conclusion of an Auction; (ii) order the sale of the Acquired Assets be free and clear of all liens, claims, encumbrances or interests of any kind, except for those specifically assumed by Purchaser under the APA (or other Successful Bidder under its contract for sale) or specifically excepted in the APA (such as title exceptions), with any liens, claims, encumbrance or interests existing on the date of closing attaching to the proceeds of sale to the extent permissible under Section 363(f) of the Code; (iii) find that Purchaser or any other successful bidder, if not Purchaser, is a good faith purchaser of the Acquired Assets pursuant to Section 363(m) of the Code and entitled to all protections thereunder, that Purchaser is not a successor in interest of the Debtor, except as may be provided in the APA, and that Purchaser is entering the sale in good faith; (iv) overrule any and all objections to the sale of the Acquired Assets and the Auction; (v)

declare that a dismissal of this pending Chapter 11 case or any future bankruptcy proceeding of the Debtor shall not affect the validity of the APA and/or the sale; (vi) declare that the Debtor has full authority to execute the APA and to close on the sale of the Acquired Assets, that all appropriate action has been taken by the Debtor to effectuate the sale, and that no further consents or approvals are required for consummation of the APA; (vii) declare that the sale of the Acquired Assets pursuant to the terms of the APA is fair and reasonable and is in the best interest of the bankruptcy estate; (viii) find that proper notice of the sale was given and that reasonable time to object and be heard was provided to all interested parties; (ix) provide for the continued jurisdiction of the Bankruptcy Court to enforce the terms of any order approving the sale of the Acquired Assets and the APA; and (x) waive the fourteen (14) day stay of Rule 6004(h) of the Federal Rules of Bankruptcy Procedure (“Bankruptcy Rules”) and declare that the Order authorizing the sale of the Acquired Assets immediately be effective and final upon entry in this Court’s docket.

**Payment of Liens, Encumbrances, Break-up Fee and
Broker’s Commission**

19. To the best knowledge and belief of the Debtor, there are no liens/security interests encumbering the Acquired Assets.

WHEREFORE, Debtor prays this Court make and enter its Order:

a) authorize the sale of the Acquired Assets pursuant to Section 363(b) of the Code pursuant to the terms and conditions described in the APA or such other and better terms as may be submitted at the conclusion of the Auction;

b) order the sale of the Acquired Assets be free and clear of all liens, claims, encumbrances or interests of any kind, except for those specifically assumed by Purchaser under the APA (or other Successful Bidder under its contract for sale) or specifically excepted in the

APA (such as title exceptions), with any valid liens, claims, encumbrances or interests attaching to the proceeds of sale in order of priority to the extent permissible under Section 363(f) of the Code;

c) find that Purchaser or the successful bidder, if not Purchaser, is a good faith purchaser of the Acquired Assets pursuant to Section 363(m) of the Code and is entitled to all protections thereunder, that Purchaser is not a successor in interest of the Debtor, and that Purchaser is entering the sale in good faith;

d) overrule any and all objections to the sale other than that of the Successful Bidder;

e) declare that any future dismissal or conversion of this pending Chapter 11 case, or any future bankruptcy proceeding of the Debtor, shall not affect the validity of the APA and/or the sale;

f) declare that the Debtor has full authority to execute the APA or other Successful Bid and to close on the sale of the Acquired Assets, that all appropriate action has been taken by the Debtor and that no further consents or approvals are required for consummation of the APA;

g) declare that the sale of the Acquired Assets pursuant to the terms of the APA or other Successful Bid is fair and reasonable and is in the best interest of the bankruptcy estate;

h) find that proper notice of the sale was given and that reasonable time to object and be heard was provided to all interested parties;

i) provide for the continued jurisdiction of the Bankruptcy Court to enforce the terms of the Order and the APA or other Successful Bid;

j) waive any and all applicable stays of the Order approving this Motion pursuant to Rule 6004(h) of the Bankruptcy Rules and declare that such Order immediately is final and effective upon its entry in this Court's docket; and

k) grant such other and further relief as may be just and proper.

Respectfully submitted,

CARMODY MACDONALD P.C.

By: /s/ Spencer P. Desai

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ATTORNEYS FOR DEBTOR

EXHIBIT A

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of May __, 2017, is made and entered into by and between Standfast USA, LLC ("Seller"), and Standfast TRAM, LLC ("Buyer").

RECITALS

WHEREAS, On September 16, 2016 (the "Petition Date"), the Seller filed its voluntary petition under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., as amended (the "Bankruptcy Code").

WHEREAS, Debtor's bankruptcy case remains pending as Case No. 16-46691-659, in the United States Bankruptcy Court for the Eastern District of Missouri (the "Bankruptcy Court").

WHEREAS, among the assets of the bankruptcy estate is Debtor's interest certain personal property including but not limited to furniture, fixtures, equipment, inventory and general intangibles.

WHEREAS, on the terms and subject to the conditions set forth in this Agreement, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Acquired Assets and Assumed Liabilities, as defined herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and undertakings herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

ARTICLE 1 PURCHASE AND SALE OF THE ACQUIRED ASSETS

1.1 Transfer of Acquired Assets. At Closing, and upon the terms and conditions herein set forth, Seller shall sell, transfer, assign, convey and deliver to Buyer, and Buyer shall acquire from Seller, all of Seller's right, title and interest in and to the Acquired Assets, free and clear of all interests pursuant to and in accordance with Section 363 of the Bankruptcy Code, on an "AS IS, WHERE IS" basis, with no representations, warranties or guaranties of any kind, except as explicitly set forth in this Agreement. The "Acquired Assets" shall include Debtor's rights, title and interest in and to the following property:

(a) *Inventory.* All inventory of the Seller, including but not limited to, inventory held by the Seller or owned by the Debtor but in the custody of third parties, contractual rights to product being processed for the seller and work in progress, owned by, or under contractual obligation to the Seller.

(b) *Furniture, Fixtures and Equipment.* Machinery, equipment, tools, motor vehicles, transportation equipment and supplies, fixtures, furnishings, computers and furniture.

(c) *Cash and Equivalents.* Cash on hand, prepaid expenses and funds in deposit accounts, if any;

(d) *Receivables.* Accounts receivable, notes receivable, contract receivables, credit card receivables and/or merchant account receivables and credit balances, if any;

(e) *Executory Contracts and Unexpired Leases.* Seller shall assign and Buyer shall assume all of the executory contracts and unexpired leases that are listed on a schedule that shall be provided by Buyer to Seller not less than 10 business days prior to the closing (collectively, the “Assigned Contracts”). Subject to the provisions of this Section, Buyer shall pay all “cure” amounts/claims, if any, related to the Assigned Contracts as required under Section 365 of the Code, and any assignment to Buyer shall otherwise comply in all respects with Section 365 of the Code. If the Bankruptcy Court determines that any such cure amounts exceed the respective “Expected Cure Amount” listed on the schedule of Assigned Contracts (such excess amount, in each case, the “Excess Amount”), Buyer shall have the right to either: (i) pay the Excess Amount, or (ii) request that Seller reject the respective Assigned Contract. On or before 10 business days prior to Closing, Buyer may notify Seller in writing of its determination not to assume any of the Assigned Contracts, in which event such Assigned Contract(s) shall not be assigned by Seller or assumed by Buyer hereunder, no “cure” amounts related to such Assigned Contract(s) shall be paid by Buyer, and Seller shall provide notification to the counter-party to any such Assigned Contract(s) that such Contract is not being assigned as part of the transaction contemplated in this Agreement;

(f) *Trade Rights and Intangibles.* To the extent owned by Debtor, all Trade Rights associated with Debtor’s operations, including without limitation, (1) contracts or agreements granting any right, title, license, or privilege under the intellectual property rights of any third party (to the extent assignable); (2) inventions, know-how, discoveries, improvements, designs, trade secrets, shop and royalty rights, employee covenants and agreements respecting intellectual property and non-competition, and all other types of intellectual property; (3) goodwill associated with any of the foregoing, and all claims for infringement or breach thereof; and (4) websites, domain names, domain registrations, email addresses, and passwords.

(g) *Books and Records.* All books, sales and promotional literature, catalogues and similar materials, credit files, customer lists, financial and general business records, designs, drawings, specifications and engineering data, except for those books and records necessary for the Seller to administer the Debtor’s bankruptcy estate of which Seller shall provide copies to Buyer, at Buyer’s expense.

1.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, the Acquired Assets are the only properties and assets transferred to, or otherwise acquired

by, Buyer under this Agreement. Without limiting the generality of the foregoing, any right, title or interest of any person/entity other than Seller in any property or assets shall not be included in the Acquired Assets (all properties and assets not being acquired by Buyer are herein collectively referred to as the "Excluded Assets"):

1.3 Assumption of Liabilities. Subject to the terms and conditions set forth in this Agreement, at Closing, in consideration for the sale, assignment, conveyance, transfer and delivery of the Acquired Assets to Buyer, Buyer will assume and pay, perform and discharge when due and otherwise in accordance with the terms of this Agreement, only the liabilities specified hereafter in this Agreement and/or described on **Schedule 1.3** (collectively, the "Assumed Liabilities"), if any.

1.4 Excluded Liabilities. Seller shall retain all liabilities and obligations that are not Assumed Liabilities (collectively, the "Excluded Liabilities").

ARTICLE 2 PURCHASE PRICE AND ADJUSTMENTS

2.1 Purchase Price. The purchase price ("Purchase Price") for the Acquired Assets shall be SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$600,000.00), the assumption by Buyer of the Assumed Liabilities and the mutual releases of the Parties. The Purchase Price shall be adjusted to reflect the actual book value of inventory on or near the Closing Date. The Purchase Price stated in this section reflects an inventory value of One Hundred Ninety Five Thousand and 00/100 (\$195,000.00) as of March 31, 2017.

2.2 Allocation. On the Closing Date, Seller and Buyer will use their best efforts to agree upon an allocation of the Purchase Price covering the Acquired Assets for federal, state and local tax purposes (the "Purchase Price Allocation"), as necessary. Buyer and Seller shall report the Purchase Price Allocation on their federal income tax returns and covenant and agree to not to take any position in any tax return or filing, or examination or other administrative or judicial proceeding relating to any tax return or filing, that is inconsistent with the Purchase Price Allocation.

2.3 Payment of Purchase Price. The Purchase Price shall be payable as follows:

(a) A deposit of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) (the "Earnest Money"), was paid by Buyer prior to or contemporaneous with the execution of this Agreement.

(b) The remainder of the Purchase Price shall be paid by wire transfer of immediately available United States funds at Closing to such account(s) as may be directed by Seller or the Bankruptcy Court.

2.4 Additional Consideration.

(a) Unless otherwise stated to the contrary in this Agreement, all costs associated with closing and/or the transfer of the Acquired Assets, including without

limitation, transfer, documentary or other similar taxes, stamps, fees, or duties arising out of the sale shall be the responsibility of Buyer.

(b) Buyer shall be responsible for all costs associated with transferring or obtaining any and all permits desired for business activities involving the Acquired Assets. Seller shall execute all commercially reasonable documents to transfer or assign any permits, patents and/or trademarks requested by Buyer. However, Seller makes no representations, warranties or guaranties that any such permits, patents and/or trademarks are transferrable or subject to assignment.

2.5 Earnest Money. Any Earnest Money and any earned interest, shall be returned to the Buyer in the event that: (i) Buyer terminates this Agreement in accordance with Section 11.2 of this Agreement; and (ii) the Court declines to issue the Procedures Order or the Sale Order (as defined below); or (iii) the Acquired Assets are sold to any other party in the event of an auction sale of the Property as described in herein below. The Earnest Money Deposit and all earned interest shall be payable to the Seller upon default of the Buyer under the terms of this Agreement, or applied to the Purchase Price upon Closing.

ARTICLE 3 CLOSING AND DELIVERIES

3.1 Closing. The consummation of the transactions contemplated hereby (the "Closing") shall take place at the office of Carmody MacDonald, PC, 120 South Central Avenue, Clayton, Missouri 63105, within seven (7) business days after the first date on which all conditions to the Closing, detailed hereafter, shall have been satisfied or waived, but in no event later than thirty (30) days after the entry of a final, non-appealable Sale Order approving the sale of the Acquired Assets to Buyer, provided any delay is not caused by the actions or inactions of Buyer. The Closing will be deemed to be effective at 11:59 p.m. (prevailing Central time) on the Closing Date.

3.2 Seller's Deliveries at Closing. At the Closing, Seller will deliver to Buyer:

(a) A bill of sale substantially in the form set forth in **Exhibit "A"** attached hereto;

(b) A certified copy of the Sale Order.

(c) Such assignments or other documents required to transfer or assign any requested permits, patents and trademarks, to the extent permitted by law, and all consents obtained by Seller from necessary third parties and/or governmental agencies.

3.3 Buyer's Deliveries at Closing. At the Closing, Buyer shall deliver to Seller:

(a) The Purchase Price;

(b) A certificate of Buyer in the form of **Exhibit "B"**, certifying as to the accuracy in all material respects of the representations and warranties of Buyer as of the

Closing and further certifying that Buyer has performed and complied in all material respects with all the terms, provisions, and conditions to be performed and complied with by Buyer at or before the Closing;

(c) All necessary documents that counsel for Seller may reasonably determine to be required or appropriate to assume the obligations, which Buyer has agreed to assume hereunder.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as of the date hereof as follows:

4.1 Power and Authority. Seller is operating as the debtor in possession for Debtor's chapter 11 bankruptcy estate pursuant to 11 U.S.C. §1107 and §1108. Subject to approval of the Bankruptcy Court, (1) Seller has all requisite power and authority to enter into this Agreement and carry out all of the obligations under this Agreement, and (2) this Agreement constitutes a legal and binding obligation of Seller enforceable against Seller in accordance with its terms.

4.2 No Transfer of Acquired Assets. Seller has not disposed of, transferred or agreed to transfer any of the Acquired Assets subsequent to Seller's execution of this Agreement, other than any disposition or other transfer of the Acquired Assets as approved by the Bankruptcy Court prior to Closing.

4.3 No Litigation. Other than the Chapter 11 proceeding of Debtor and any causes of action brought under the Bankruptcy Code or in Debtor's bankruptcy case, to the best knowledge of the Seller, there are no actions, suits or proceedings pending or threatened in any court or before any administrative agency which would prevent Seller from completing the transaction contemplated herein. Note, Seller has not disclosed, herein, all judgments or stayed litigation that act as or threaten to create a lien on the Acquired Assets, since the sale contemplated hereby shall be free and clear of liens and encumbrances and, therefore, such judgments or stayed litigation shall not prevent Seller from consummating this Agreement.

4.4 Seller's Disclaimer. EXCEPT AS OTHERWISE SET FORTH HEREIN, BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE ACQUIRED ASSETS; (B) THE INCOME TO BE DERIVED FROM THE ACQUIRED ASSETS; (C) THE SUITABILITY OF THE ACQUIRED ASSETS FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER DEEMS APPROPRIATE; (D) THE MANNER,

QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE ACQUIRED ASSETS; OR
(E) ANY OTHER MATTER WITH RESPECT TO THE ACQUIRED ASSETS. BUYER

ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE REAL PROPERTY OR ANY OF THE ACQUIRED ASSETS WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE REAL PROPERTY, OR THE OPERATION THEREOF, OR ANY OTHER ACQUIRED ASSETS FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE ACQUIRED ASSETS AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT THE ACQUIRED ASSETS ARE SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. ALL PROVISIONS OF THIS SECTION 4.4 SHALL SURVIVE CLOSING OR THE TERMINATION OF THIS AGREEMENT WITHOUT CLOSING, AS APPLICABLE.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as of the date hereof as follows:

5.1 Organization. Buyer is a limited liability company.

5.2 Power and Authority. Buyer has all requisite power and authority to enter into this Agreement and carry out all of its obligations under this Agreement, and this Agreement constitutes a legal and binding obligation of Buyer enforceable against it in accordance with its terms. The representatives of Buyer who shall execute and deliver this Agreement have been duly authorized to do so by all requisite action on the part of the Buyer.

5.3 No Litigation. To Buyer's actual knowledge, there are no actions, suits or proceedings pending or threatened in any court or before any administrative agency which would prevent Buyer from completing the transactions contemplated in this Agreement.

5.4 Availability of Funds. Buyer has, and on the Closing Date will have, sufficient funds available to consummate the transactions contemplated by this Agreement. Upon request of Seller, Buyer shall provide proof of the availability of funds sufficient to consummate the sale contemplated by this Agreement.

ARTICLE 6 COVENANTS OF SELLER

Seller hereby covenants to Buyer as follows:

6.1 Actions Before Closing. Seller shall use commercially reasonable efforts to perform and satisfy all conditions to Buyer's obligations to consummate the transactions contemplated by this Agreement that are to be performed or satisfied by Seller under this Agreement. Seller shall use commercially reasonable efforts to obtain all approvals necessary to consummate the transactions contemplated in this Agreement prior to Closing.

6.2 Access to Properties and Records; Confidentiality. Seller shall afford to Buyer, and to the accountants, counsel and representatives of Buyer, access, during normal business hours, to all Acquired Assets throughout the period prior to the Closing Date.

ARTICLE 7 COVENANTS OF BUYER

Buyer hereby covenants to Seller as follows:

7.1 Actions Before Closing Date. Buyer shall use its commercially reasonable efforts to perform and satisfy all conditions to Sellers's obligations to consummate the transactions contemplated by this Agreement that are to be performed or satisfied by Buyer under this Agreement.

7.2 Consents, Approvals and Notifications. Buyer shall use all commercially reasonable efforts to obtain all consents and approvals of all governmental authorities, and all other persons/entities, required to be obtained by Buyer, and provide notifications to all persons/entities required to be notified by Buyer, to effect the transactions contemplated by this Agreement.

7.3 Payments and Revenues. If after the Closing, Buyer receives any payment or revenue that belongs to Seller (the right to which is not otherwise transferred to Buyer hereunder), Buyer shall promptly remit or cause to be remitted the same to Seller, without set-off or deduction of any kind or nature.

ARTICLE 8 BANKRUPTCY COURT APPROVAL

This Agreement and the transactions herein described are subject to the approval of the Bankruptcy Court as provided in this Agreement and the entry of the Sale Order.

8.1 Procedures Order. Within five (5) business days after the execution of this Agreement by Buyer and Seller, Seller shall file a motion (the "Procedures Motion") with the Bankruptcy Court seeking the entry of an order (the "Procedures Order"):

(a) approving the competitive Bidding Procedures described in Section 8.5 of this Agreement;

(b) authorizing Seller to conduct an auction for the sale of the Acquired Assets, on or before June 7, 2017, in St. Louis, Missouri at a time and location to be determined by agreement of Buyer and Seller, with this Agreement serving as the initial, “stalking-horse” bid and in accordance with the approved Bidding Procedures;

(c) authorizing Seller to accept the highest and/or best offer for the sale of the Acquired Assets at the conclusion of the Auction, pursuant to the Procedures Order and approved Bidding Procedures;

(d) setting a hearing to be held (the “Sale Hearing”) on or about June 19, 2017 (the “Sale Hearing Date”), at which (1) Seller shall seek the approval of the results of the Auction, the terms of the Successful Bid, and the sale of the Acquired Assets to, and the purchase of the Acquired Assets by, the Successful Bidder, together with any and all related relief (including, without limitation, the authority to assume and assign, or reject, as the case may be, executory contracts and unexpired leases) and (2) any and all objections to the proposed sale and/or the Auction will be heard by the Bankruptcy Court; and

(e) declaring that all objections to the Sale Motion and/or the conduct of the Auction must be filed with the Bankruptcy Court and served upon Seller and Buyer (or the Successful Bidder, if not Buyer) on or before 5:00 p.m. (Prevailing Central Time) on June 14, 2017 (the “Objection Deadline”).

The Parties anticipate, and Seller shall use all commercially reasonable efforts to ensure, that the Procedures Order is entered by the Bankruptcy Court as soon as possible after filing of the Procedures Motion, without the need for notice or hearing, although no representations are made that the Bankruptcy Court will waive any notice or hearing requirements.

8.2 Sale Order; Sale Hearing; Auction. Within five (5) business days after the execution of this Agreement, Seller shall file a motion (the “Sale Motion”) with the Bankruptcy Court, to be heard on the Sale Hearing Date, seeking the entry of an order (the “Sale Order”):

(a) approving the sale and purchase of the Acquired Assets, pursuant to Section 363(b) of the Bankruptcy Code, and the other transactions and procedures contemplated by this Agreement, on the terms and conditions set forth in this Agreement, or such higher and better offer deemed to be the Successful Bid at the conclusion of the Auction, subject to modification by the Bankruptcy Court;

(b) including that the sale of the Acquired Assets is free and clear of all interests of any kind, including, without limitation, all liens and encumbrances, to the extent permissible under Section 363(f) of the Code, with all such interests attaching to the proceeds of sale;

(c) including a finding that the Successful Bidder is a good faith purchaser of the Acquired Assets pursuant to Section 363(m) of the Code and is entitled to all protections thereunder, that the Successful Bidder is not a successor in interest of the Seller, and that the Successful Bidder is entering the sale in good faith;

(d) overruling any and all objections to the sale/purchase and other transactions contemplated by this Agreement, the conduct of the Auction, and the motion(s) seeking approval of the Procedures Order and/or Sale Order;

(e) authorizing Seller, and declaring that Seller has full authority, to execute this Agreement, as may be amended, and/or the Successful Bid and to close on the sale and purchase of the Acquired Assets and to undertake the other transactions contemplated by this Agreement, that all appropriate action has been taken by Seller and that no further consents or approvals are required for consummation of this Agreement/Successful Bid;

(f) declaring that the sale of the Acquired Assets pursuant to the terms of this Agreement/Successful Bid is fair and reasonable and is in the best interest of Debtor's creditors and the bankruptcy estate;

(g) finding that proper notice of the sale was given and that reasonable time to object and be heard was provided to all interested parties;

(h) providing for the continued jurisdiction of the Bankruptcy Court to enforce the terms of the Procedures Order and Sale Order; and

(a) providing for such other matters as may be necessary, desirable or appropriate to give effect to this Agreement.

8.3 Administrative Delay. If for some reason the Bankruptcy Court of its own accord and without the parties' mutual consent, should delay, defer or reschedule the Sale Hearing, Auction or other dates set forth in this Agreement to a date beyond that originally proposed to be scheduled under the terms of this Agreement (an "Administrative Delay"), such event shall not result in Seller's being in breach of this Agreement.

8.4 Competitive Bidding Procedure. Seller shall request that the Procedures Order approve and contain competitive bidding procedures (sometimes referred to in this Agreement as the "Bidding Procedures") providing at a minimum, the following:

(a) Promptly following the entry of the Procedures Order, Seller may provide notice to any other person who Seller believes may have an interest in acquiring the Acquired Assets ("Potential Bidders") (and, if Seller so elects or the Bankruptcy Court so directs, Seller, or his agents/representatives, may publish or publicize such notice in appropriate media) (1) of the entry of the Procedures Order, and (2) that Seller will accept from suitable third parties qualifying bids to acquire all

of the Acquired Assets in accordance with the procedures set forth in this Agreement. Any bid or bids that seek to effect acquisition of all of the Acquired Assets by a party that has provided Seller with reasonable evidence of its ability to timely close the purchase of the Acquired Assets in accordance with the terms of its agreement of sale (and otherwise meets the criteria contained in this paragraph) shall be deemed a qualifying bid ("Qualifying Bid").

(b) Any Potential Bidder, other than Buyers, interested in participating in the acquisition of the Acquired Assets shall have until 5:00 p.m. (Prevailing Central Time) on May 22, 2017, to conduct any and all necessary due diligence. Potential Bidders wishing to conduct due diligence shall notify Seller in writing of its intention and shall, within the reasonable discretion of Seller, be granted access to any and all information concerning the Acquired Assets and the terms of this Agreement, upon the execution of a confidentiality agreement to be prepared by Seller, if deemed necessary

(c) All Qualifying Bids must be submitted, prior to 5:00 p.m. (Prevailing Central Time) on May 24, 2017 (the "Bid Deadline"), to Debtor's Counsel, Spencer P. Desai, Carmody MacDonald, P.C., 120 South Central Avenue, Clayton, Missouri 63105, and must:

- a. contain an offer to purchase the Acquired Assets, in a form that is materially similar to this Agreement, together with reasonable evidence of authority to perform the offer;
- b. contain a purchase price at least equal to the sum of the Purchase Price and a minimum of TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00), which must be payable in cash to on or before the Closing Date established by this Agreement;
- c. not be subject to any contingencies, including, without limitation, any financing contingency (provided, however, that similar conditions precedent to Buyers' obligation to perform as set forth in this Agreement are permissible);
- d. reflect all differences between this Agreement and such proposed agreement of sale in clean and red-line versions;
- e. be accompanied by an earnest deposit in immediately available and good funds, in an amount equal to TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00), deposited in a trust account at Carmody MacDonald, P.C., or other segregated trustee account of Seller consistent with the policies of the Office of the United States Trustee, and to be retained by Seller, until such time as a Closing has occurred;

f. include contact information (name, business street address; business email address and business and any other daytime telephone numbers) for the authorized representative of the party making the bid;

g. include, if requested by Seller, information reasonably sufficient to confirm the bidder's financial wherewithal to close including, without limitation, certified financial statements for the most recently ended fiscal period, evidence of sources of equity or debt financing for payment of the purchase price, copies of commitment letters, or such other financial disclosures as may be available; and

h. in the event the Potential Bidder is a registered entity, evidence of authorization and approval from the Potential Bidder's board of directors or other governing body for the bid and to participate in the sale, if requested by Seller.

(d) A Potential Bidder may modify its bid at any time prior to the Bid Deadline. At the close of the Bid Deadline, Seller shall review and determine, in his sole discretion, which of the Potential Bidders shall be qualified to participate in an auction of the Acquired Assets. Immediately after such a determination has been made, Seller shall notify those Potential Bidders that are deemed to be Qualified Bidders and the terms of the initial bid to be presented at auction. Only those Potential Bidders deemed qualified (the "Qualified Bidder(s)") shall be allowed to participate in the sale auction. Buyers shall be deemed a Qualified Bidders.

(e) Seller shall promptly provide Buyers with a copy of all Qualifying Bids received by Seller.

(f) In the event there are no bids other than that of the Buyers or if no Potential Bidders are determined to be Qualified Bidders other than the Buyers, Seller shall seek Bankruptcy Court approval of this Agreement at the Sale Hearing.

(g) In the event that Seller receives any Qualifying Bids, Seller shall conduct an auction (the "Auction") for all of the Acquired Assets on or before June 7, 2017, at a time and location in St. Louis, Missouri to be determined by the mutual consent of Buyers and Seller. Due to the location of the Buyers, Seller and the Acquired Assets, Seller may conduct the Auction via telephone, in his sole discretion, and may use video, web or other media to assist with the Auction. All Successful Bidders shall receive notice of the time and location of the Auction, as well as information concerning alternate forms of participation, within three (3) days prior to the Auction. All parties submitting Qualifying Bids, including Buyers, shall be entitled to make higher and better bids at the Auction, and the Auction shall be conducted in accordance with the following:

(1) Only those parties specifically identified as Qualified Bidders and only those representatives identified by the Qualified Bidders shall be entitled to attend and participate in the bidding process.

(2) The initial bid price shall be equal to the highest Qualifying Bid submitted by a Qualified Bidder prior to the Bid Deadline.

(3) Qualified Bidders may then submit, singularly or in conjunction with other Qualified Bidders, additional bids in aggregated increments of at least TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00), in net present value to Seller, and on such terms as may be ordered by the Bankruptcy Court.

(4) Any rival bids must be on substantially the same terms and conditions as described in this Agreement, except as to purchase price, although non-cash forms of consideration may be considered by Seller if Seller determines, in his sole discretion, that there is sufficient information to evaluate the value of such non-cash bids.

(5) The bidding process will be conducted openly, each Qualified Bidder will have full knowledge of the terms of all prior bids, and the bidding process will continue until such time as there is only one offer determined by Seller to be the highest and best offer for the Acquired Assets (the "Successful Bid") and the party holding the Successful Bid, the "Successful Bidder").

(6) In determining the Successful Bid, Seller shall analyze and consider, without limitation, the amount and form of consideration being offered, the certainty and timing of closing, and any material modifications to the terms and conditions of this Agreement.

(7) If a dispute arises at the Auction, the disputing party must file a written objection with the Bankruptcy Court prior to the expiration of the Objection Deadline and such objection shall be heard at the Sale Hearing.

(8) Seller, in his sole discretion, may adopt additional rules at the Auction that, in Seller's business judgment, shall promote a more efficient and/or fair process to the extent such additional procedures are not materially inconsistent with the terms of this Agreement or the Bidding Procedures.

(h) In the event that Qualifying Bids are submitted and there is an Auction at which Buyers shall become the Successful Bidder, then the Purchase Price to be paid at the Closing shall be increased by the amount that Buyers bid in excess of the Purchase Price set forth herein, less the Breakup Fee, in order to make the Successful Bid.

(i) Prior to submission to the Bankruptcy Court, Seller shall obtain Buyers' written consent to the form and substance of the motion(s) seeking approval of the Procedures Order and Sale Order, and all related pleadings, orders and notices.

ARTICLE 9 TAXES

9.1 Taxes Related to Purchase of Assets. All state and local sales, use, gross-receipts, transfer, gains, excise, value-added or other similar taxes in connection with the transfer of the Acquired Assets (other than any such taxes that constitutes a franchise tax or is otherwise imposed in lieu of an income tax), and all recording and filing fees that may be imposed by reason of the sale, transfer, assignment and delivery of the Acquired Assets (collectively, "Transaction Taxes"), shall be paid by Buyer on or prior to their due date.

9.2 Property Taxes. All property taxes and assessments on the Acquired Assets for any taxable period prior to the Closing Date shall be paid by Seller as of the close of business on the Closing Date. All property taxes and assessments on the Acquired Assets arising on or after the Closing Date shall be the responsibility of Buyer. If the current year's assessment amounts are not available as of the Closing Date, then real and personal property taxes and assessments on the Acquired Assets shall be prorated at Closing based upon the prior year.

9.3 Cooperation on Tax Matters. Seller and Buyer shall (and shall cause their respective Affiliates to) cooperate fully with each other and make available or cause to be made available to each other for consultation, inspection and copying (at such other party's expense) in a timely fashion such personnel, tax data, relevant tax returns or portions thereof and filings, files, books, records, documents, financial, technical and operating data, computer records and other information as may be reasonably requested.

9.4 Retention of Tax Records. After the Closing Date and until the expiration of all statutes of limitation applicable to Seller's liabilities for taxes, Buyer shall retain possession of all accounting, business, financial and tax records and information that (a) relate to the Acquired Assets and are in existence on the Closing Date and (b) come into existence after the Closing Date but relate to the Acquired Assets before the Closing Date, and Buyer shall give Seller notice and a reasonable opportunity to retain any such records in the event that Buyer determines to destroy or dispose of them during such period. In addition, from and after the Closing Date, Buyer shall provide to Seller (during normal business hours and without charge to Sellers) access to the books, records, documents and other information relating to the Acquired Assets as Seller may reasonably deem necessary.

ARTICLE 10 CONDITIONS PRECEDENT TO PERFORMANCE BY PARTIES

10.1 Conditions Precedent to Performance by Seller and Buyer. The respective obligations of Seller and Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver, on or prior to the Closing Date, of the following conditions:

(a) No Violation of Orders. No preliminary or permanent injunction or other Order that declares this Agreement invalid or unenforceable in any respect or

that prevents the consummation of the transactions contemplated hereby shall be in effect.

(b) Entry of Sale Order. The Bankruptcy Court shall have entered the Sale Order and (1) no person or entity shall have filed an appeal of the Sale Order within fourteen days (14) days after the entry of the Sale Order or (2) the Bankruptcy Court shall have entered the Sale Order and the Sale Order shall be final upon its entry or final and non-appealable in fewer than fourteen (14) days.

10.2 Conditions Precedent to Performance by Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of the following conditions, any one or more of which may be waived by Seller in its sole discretion:

(a) Representations and Warranties of Buyer. All representations and warranties made by Buyer in this Agreement shall be true and correct in all material respects on and as of the Closing Date as if again made by Buyer on and as of such date.

(b) Performance of the Obligations of Buyer. All terms, covenants, agreements and conditions set forth in this Agreement to be complied with and performed by Buyer on or prior to the Closing Date shall have been fully complied with and performed in all material respects.

(c) Buyer's Deliveries. Buyer shall have delivered, and Seller shall have received, all of the items set forth in Article 3.

10.3 Conditions Precedent to the Performance by Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the satisfaction, on or before the Closing Date, of the following conditions, any one or more of which may be waived by Buyer in its sole discretion:

(a) Bidding Procedure Approval. The Bidding Procedures substantially in the form as outlined in this Agreement shall be approved by the Bankruptcy Court.

(b) Representations and Warranties of Seller. All representations and warranties made by Seller in this Agreement shall be true and correct in all material respects on and as of the Closing Date as if again made by Seller on and as of such date.

(c) Performance of the Obligations of Seller. All terms, covenants, agreements and conditions set forth in this Agreement to be complied with and performed by Seller on or prior to the Closing Date shall have been fully complied with and performed in all material respects.

(d) Seller's Deliveries. Seller shall have delivered, and Buyer shall have received, all of the items set forth in Article 3.

ARTICLE 11

TERMINATION AND EFFECT OF TERMINATION

11.1 Right of Termination. Notwithstanding anything to the contrary contained herein, this Agreement may be terminated only as provided in this Article 11. In the case of any such termination, the terminating party shall give notice to the other party specifying the provision pursuant to which the Agreement is being terminated.

11.2 Termination Without Default. This Agreement may be terminated at any time before Closing:

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

(b) by Buyer, after the end of business on the thirtieth (30th) day after the conclusion of the Sale Hearing (the "Termination Date"), if any condition contained in Article 10 has not been satisfied or waived as of such time; *provided, however*, that Buyer shall not have the right to terminate this Agreement if Buyer's failure to fulfill any of its obligations under this Agreement is the reason that the Closing has not occurred on or before said date; or

(c) by Seller, on any date that is after the Termination Date, if any condition contained in Article 10 has not been satisfied or waived as of such time; *provided, however*, that Seller shall not have the right to terminate this Agreement if Seller's failure to fulfill any of their obligations under this Agreement is the reason that the Closing has not occurred on or before said date.

11.3 Effect of Termination. If this Agreement is terminated pursuant to this Article 11, this Agreement shall become null and void and have no effect, other than as set forth in this Article 11 and Article 12, which shall survive termination.

11.4 Buyer's Default. If all the Conditions Precedent are satisfied, Seller has not breached this Agreement and the sale and purchase of the Acquired Assets is not closed because of Buyer's breach of this Agreement, then the Seller shall retain the Earnest Money as full liquidated damages for breach by the Buyer. The Parties hereto expressly acknowledge that it is impossible to estimate the damage to the Seller caused by Buyer's breach more precisely, and the retention of the Earnest Money by the Seller is not intended as a penalty, but payment of full liquidated damages. The Seller's right to retain the Earnest Money as full liquidated damages is the Seller's sole and exclusive remedy in the event of the Buyer's breach of this Agreement, and the Seller hereby waives and releases any right to (and hereby covenants that it shall not) sue the Buyer: (a) for specific performance of this Agreement, or (b) to prove that Seller's actual damages exceed the Earnest Money paid to Seller as full liquidated damages.

11.5 Seller's Default. If the sale and purchase of the Acquired Assets is not closed because (1) of Seller's breach of this Agreement or (2) another purchaser is approved by the

Bankruptcy Court as the purchaser for the Acquired Assets, and the Acquired Assets are subsequently sold to such other purchaser as a result of the competitive bidding process described in the Procedures Order, then the Buyer shall be entitled to the immediate return and refund of the Earnest Money. To the extent Buyer seeks reimbursement of any costs and expenses incurred in connection with enforcement of this Agreement, such petition must be brought before the Bankruptcy Court in Seller's bankruptcy case.

ARTICLE 12 MISCELLANEOUS

12.1 Successors and Assigns. Except as otherwise provided in this Agreement, no party hereto shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party hereto, and any such attempted assignment without such prior written consent shall be void and of no force and effect. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto.

12.2 Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of Missouri, without regard to the principles of conflicts of laws thereof. The parties agree that the Bankruptcy Court shall retain jurisdiction over any legal action or proceeding with respect to this Agreement.

12.3 Mutual Drafting. This Agreement is the result of the joint efforts of Buyer and Seller, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the parties and there is to be no construction against either party based on any presumption of that party's involvement in the drafting thereof.

12.4 Expenses. Except as otherwise provided herein, each of the parties hereto shall pay its own expenses and attorneys' fees in connection with this Agreement and the transactions contemplated hereby.

12.5 Broker's and Finder's Fees. Except as otherwise set forth herein, each of the parties represents and warrants that it has not dealt with any broker or finder in connection with any of the transactions contemplated by this Agreement in a manner so as to give rise to any claims against the other party for any brokerage commission, finder's fees or other similar payout. Buyer acknowledges that (1) subsequent to the execution of this Agreement but prior to the scheduled Auction, Seller may employ a Broker to market the Acquired Assets; (2) if Seller desires to employ a Broker, he is required to and shall seek authority to employ said Broker (along with obtaining approval of the Broker's commission) from the Bankruptcy Court; and (3) such Broker's commissions/expenses shall be paid pursuant to Section 328(a) of the Bankruptcy Code from property of the bankruptcy estate upon approval of the Bankruptcy Court.

12.6 Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, said

provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth at the later of the date this Agreement was executed or last amended.

12.7 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (1) on the date of service if served personally on the party to whom notice is to be given; (2) on the day of transmission if sent via electronic transmission to the e-mail address given below, and confirmation of receipt is obtained; (3) on the day after delivery to Federal Express or similar nationally-recognized overnight courier; or (4) on the fifth day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to Buyer: Mr. Robert O'Brien
Standfast TRAM, LLC
7700 Forsyth Blvd.
St. Louis, Missouri 63105
bobrien@obcapllc.com

If to Buyer: Spencer P. Desai
Carmody MacDonald, PC
120 South Central Avenue
18th Floor
Clayton, Missouri 63105
spd@carmodymacdonald.com

Any party may change its address for the purpose of this Section by giving the other party written notice of its new address in the manner set forth above.

12.8 Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be nor construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

12.9 Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the transactions contemplated hereby and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to such transactions. All exhibits and schedules attached hereto and any documents

and instruments delivered pursuant to any provision hereof are expressly made a part of this Agreement as fully as though completely set forth herein.

12.10 Parties in Interest. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of this Agreement on any persons/entities other than Seller, the Buyer and their respective successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligations or liability of any third parties to Seller or Buyer. No provision of this Agreement shall give any third party any right of subrogation or action over or against Seller or Buyer.

12.11 Headings. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

12.12 Construction. Unless the context of this Agreement otherwise requires, (1) words of any gender include the other gender; (2) words using the singular or plural number also include the plural or singular number, respectively; (3) the terms "hereof," "herein," "hereby," and derivative or similar words refer to this entire Agreement as a whole and not to any other particular article, section or other subdivision; (4) the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation"; (5) "shall," "will," or "agrees" are mandatory, and "may" is permissive; and (6) "or" is not exclusive.

12.13 Currency. Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in United States currency.

12.14 Time of Essence. Time is of the essence of this Agreement. When calculating the period of time before which, within which or following which, any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

12.15 Counterparts. This Agreement may be executed in any number of counterparts, and by facsimile or electronically transmitted signature and each such counterpart and signature shall be deemed to be an original and all of which shall constitute one agreement that is binding on all parties.

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

BUYER:

a _____

By: ROBT O'BRIEN
Print: _____
Title: MER

SELLER:

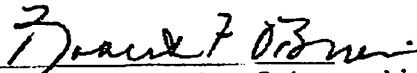
Robert O'Brien
Standfast USA, LLC, a Delaware Limited
Liability Company

By: Robert O'Brien, Manager

**EXHIBIT A
BILL OF SALE**

IN CONSIDERATION of the receipt of the sum _____ Dollars (\$ _____), in hand paid, and for other good and valuable consideration, Robert O'Brien, Manager of Standfast USA, LLC ("Seller"), does hereby sell, assign, transfer and convey absolutely to _____, a _____ ("Buyer"), all right, title, and interest of Seller and the bankruptcy estate of Standfast USA, LLC, if any, subject to and in accordance with the Order of the United States Bankruptcy Court for the Eastern District of Missouri dated _____ ("Order"), attached hereto as Exhibit "A" and incorporated herein by reference, in and to the Acquired Assets, as more particularly defined in the Order and the Asset Purchase Agreement, dated _____, and attached hereto as Exhibit "B" and made a part hereof, and all appurtenant rights relating thereto. Seller is the lawful owner of the Acquired Assets and title to the Acquired Assets is transferred to Buyer free and clear of all liens, claims, demands, encumbrances, privileges, pledges or other charges of any nature and kind whatsoever.

Dated as of this _____ day of _____, 2017.


Standfast USA, LLC, a Delaware Limited Liability Company

By: Robert O'Brien, Manager

EXHIBIT B
CERTIFICATE OF BUYER

_____, 2015

The undersigned does hereby certify that he/she is the _____ of _____ (“Buyer”). The undersigned is authorized to execute and deliver this Certificate pursuant to Section 3.3(b) of that certain Asset Purchase Agreement dated as of _____ (the “Asset Purchase Agreement”) by and between Buyer and Standfast USA, LLC (“Seller”). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings as set forth in the Asset Purchase Agreement.

The undersigned does hereby certify to Seller, on behalf of Buyer, without personal liability, as follows:

1. Buyer has performed and complied in all material respects with all terms, provisions, agreements, obligations, covenants and conditions contained in the Asset Purchase Agreement, specific to Buyer and required to be performed and complied with on or prior to the Closing Date.
2. Each of the representations and warranties of Buyer contained in the Asset Purchase Agreement are true and correct in all material respects on and as of the Closing Date as if made on and as of such date.

IN WITNESS WHEREOF, the undersigned has duly caused this Certificate of Buyer to be executed and delivered on behalf of Buyer on and as of the date first written above.

By: _____

SCHEDULE 1.3
ASSUMED LIABILITIES