Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 1 of 37

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS (CHICAGO) EASTERN DIVISION

In re:

TEC-AIR, INC.,

Debtor.

Chapter 11

Case No. 17-32273 (JSB)

NOTICE OF MOTION

PLEASE TAKE NOTICE that on **November 7, 2017, at 9:30 a.m.** (prevailing Central Time), the above-captioned Debtor shall appear before the Honorable Janet S. Baer of the United States Bankruptcy Court for the Northern District of Illinois, or any other judge sitting in her place and stead, at Courtroom 615 in the Everett McKinley Dirksen United States Courthouse, 219 S. Dearborn Street, Chicago, Illinois, and then and there present the Debtor's Motion for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially all of the Debtor's Assets; (B) Approving Stalking Horse Bid Protections; (C) Scheduling an Auction and Sale Hearing; (D) Approving the Form and Manner of Notice of Sale, Auction, and Sale Hearing; (E) Establishing Notice and Contract Procedures for the Assumption and Assignment of Assumed Contracts and Assumed Leases; and (F) Granting Related Relief; and (II)(A) Authorizing the Assumption and Assignment of Executory Contracts and Leases; and (C) Granting Related Relief, a copy of which is hereby served upon you.

Dated: October 27, 2017 Chicago, Illinois

Respectfully submitted,

CULLEN AND DYKMAN LLP

<u>/s/ Michael H. Traison</u> S. Jason Teele, Esq. Nicole Stefanelli, Esq. The Legal Center One Riverfront Plaza Newark, New Jersey 07102 Telephone: (973) 849-0220 Facsimile: (973) 849-2020 <u>steele@cullenanddykman.com</u> nstefanelli@cullenanddykman.com

- and -

Michael H. Traison, Esq. 175 East Delaware Place Suite 7011 Chicago, Illinois 60611 Telephone: (312) 860-4230 mtraison@cullenanddykman.com

Proposed Counsel to the Debtor and Debtor-in-Possession Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 2 of 37

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS (CHICAGO) EASTERN DIVISION

In re:

Chapter 11

TEC-AIR, INC.,

Debtor.

Case No.

DEBTOR'S MOTION FOR ENTRY OF ORDERS (I)(A) APPROVING BIDDING PROCEDURES FOR THE SALE OF SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS; (B) APPROVING STALKING HORSE BID PROTECTIONS; (C) SCHEDULING AN AUCTION AND SALE HEARING; (D) APPROVING THE FORM AND MANNER OF NOTICE OF SALE, AUCTION, AND SALE HEARING; (E) ESTABLISHING NOTICE AND CONTRACT PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF ASSUMED CONTRACTS AND ASSUMED LEASES; AND (F) GRANTING RELATED RELIEF; AND (II)(A) AUTHORIZING AND APPROVING THE SALE FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES; (B) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF <u>EXECUTORY CONTRACTS AND LEASES; AND (C) GRANTING RELATED RELIEF</u>

Tec-Air, Inc., the above-captioned debtor and debtor-in-possession (the "<u>Debtor</u>"), by and through its proposed counsel, submits this motion (this "<u>Motion</u>") pursuant to sections 105(a), 363, 365, 503 and 507 of title 11 of the United States Code (the "<u>Bankruptcy Code</u>") and Rules 2002, 6003, 6004, 6006, 9007 and 9008 of the Federal Rules of Bankruptcy Procedure (the "<u>Bankruptcy Rules</u>") for entry of (i) an order, substantially in the form attached hereto as <u>Exhibit</u> <u>A</u> (the "<u>Bidding Procedures Order</u>") (a) approving the bidding procedures attached as <u>Exhibit 1</u> to the proposed Bidding Procedures Order (the "<u>Bidding Procedures</u>") in connection with the solicitation and acceptance of higher and better bids, pursuant to the asset purchase agreement attached hereto as <u>Exhibit B</u> (the "<u>Stalking Horse APA</u>")¹ between the Debtor and Chatterjee Management Company (the "<u>Stalking Horse Bidder</u>") for the sale (the "<u>Sale</u>") of substantially all

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Stalking Horse APA or the Bidding Procedures, as applicable.

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 3 of 37

of the Debtor's assets (as defined in the Stalking Horse APA, the "<u>Purchased Assets</u>"); (b) approving the Break-Up Fee and Expense Reimbursement (collectively, the "<u>Stalking Horse</u> <u>Bid Protections</u>"); (c) scheduling a hearing for approval of the Sale (the "<u>Sale Hearing</u>") and setting objection deadlines with respect to the Sale; (d) approving the form of notice of the Sale and related auction (the "<u>Auction</u>") attached as <u>Exhibit 2</u> to the proposed Bidding Procedures Order (the "<u>Sale Notice</u>"); (e) establishing procedures to determine Cure Costs and deadlines for objections to the potential assumption and assignment of the Assumed Contracts and Assumed Leases; and (f) granting related relief; and (ii) an order, substantially in the form attached hereto as <u>Exhibit C</u> (the "<u>Sale Order</u>") (a) authorizing and approving the Sale free and clear of Encumbrances other than Permitted Encumbrances, with such Encumbrances to attach to the proceeds of the sale (the "<u>Sale Proceeds</u>"); (b) authorizing the assumption and assignment of the Assumed Contracts and Assumed Leases; and (c) granting related relief. In support of the Motion, the Debtor respectfully represents as follows:

PRELIMINARY STATEMENT

The consummation of a Sale that will maximize value for the Debtor's estate and ensure the highest possible recovery to the Debtor's creditors is the cornerstone of the Debtor's chapter 11 strategy. To that end, prior to the Petition Date, the Debtor, through its proposed investment banker and financial advisor, Three Twenty-One Capital Partners, engaged in an extensive marketing process. The prepetition marketing process resulted in the entry by the Debtor into the Stalking Horse APA, which provides for the Sale of the Purchased Assets for a cash purchase price of \$4,000,000, plus the assumption of the Cure Costs and Supplier Obligations up to an aggregate amount of \$600,000. The Debtor and the Stalking Horse Bidder negotiated the terms of the Stalking Horse APA at arm's length, subject to higher or otherwise better offers.

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 4 of 37

With the Stalking Horse APA in place, the Debtor is prepared to execute the final stage of its sale process, which will include a post-petition marketing process, consistent with the terms of the Stalking Horse APA and the Bidding Procedures. The Debtor seeks to conduct an open, robust and transparent sale process pursuant to which the Successful Bidder will enter into an asset purchase agreement, substantially in the form of the Stalking Horse APA.

The Debtor believes that the proposed Sale will maximize the value of the Debtor's assets for all stakeholders. The proposed Bidding Procedures are designed to promote a competitive and expedient sale process. If approved, the Bidding Procedures will allow the Debtor to solicit and identify bids from potential purchasers that constitute the highest or best offer for the Purchased Assets on a schedule consistent with the deadlines set forth herein, in the Stalking Horse APA, and the Debtor's chapter 11 strategy.

JURISDICTION

1. 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). Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief requested herein are sections 105(a), 363, 365, 503 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6003, 6004, 6006, 9007 and 9008 and the applicable Local Rules of the United States Bankruptcy Court for the Northern District of Illinois (the "Local Rules").

BACKGROUND

3. On the date hereof (the "<u>Petition Date</u>"), the Debtor filed a voluntary petition for relief pursuant to chapter 11 of the Bankruptcy Code.

-3-

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 5 of 37

4. The Debtor continues to operate and manage its business as a debtor-inpossession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

5. No trustee, examiner or official committee has been appointed in this chapter 11 case.

6. A more detailed factual background of the Debtor's business and operations, as well as the events leading to the filing of this chapter 11 case, is more fully set forth in the *Declaration of Robert J. McMurtry in Support of the Debtor's Chapter 11 Petition and First Day Motions* (the "<u>First Day Declaration</u>") filed contemporaneously herewith and incorporated herein by reference.

RELIEF REQUESTED

7. By this Motion, the Debtor seeks the entry of two orders: (i) the Bidding Procedures Order (a) approving the Bidding Procedures (including without limitation the Stalking Horse Bid Protections) in connection with the solicitation and acceptance of higher and better bids for the Sale of the Purchased Assets, (b) scheduling the Sale Hearing and setting objection deadlines with respect to the Sale, (c) approving the Sale Notice, (d) establishing procedures to determine Cure Costs and deadlines for objections to the potential assumption and assignment of the Assumed Contracts and Assumed Leases, and (e) granting related relief; and (ii) the Sale order (a) authorizing and approving the Stalking Horse APA, (b) authorizing the Sale free and clear of Encumbrances other than Permitted Encumbrances, with such Encumbrances to attach to the Sale Proceeds (c) authorizing the assumption and assignment of the Assumed Contracts and Assumed Leases, and (d) granting related relief.

-4-

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 6 of 37

A. <u>The Stalking Horse APA</u>

8. The following chart summarizes key provisions of the Stalking Horse APA:²

Purchase Price Stalking Horse APA § 3.1	The Purchase Price to be paid by Purchaser to Seller in exchange for the Purchased Assets shall be the sum of the following: (i) the amount of the Good Faith Deposit; <u>plus</u> (ii) cash in the amount of \$3,800,000 (such amount, the " <u>Cash Balance</u> "); <u>plus</u> (iii) the Cure Costs set forth on Schedule 2.3(a)(i) or as otherwise determined by the Bankruptcy Court, plus the Supplier Obligations set forth on Schedule 2.3(a)(ii) or as otherwise determined by the Bankruptcy Court; provided, however, that Purchaser's obligation to pay the Cure Costs and the Supplier Obligations shall not exceed an aggregate amount of \$600,000; <u>plus</u>
	(iv) the assumption by Purchaser of the Assumed Liabilities.
Purchased Assets	All right, title and interest of Seller in, to or under: (a) all Accounts Receivable;
Stalking Horse APA § 2.1	 (b) the right to receive and retain payments in respect of any Accounts Receivable and the right to receive and retain Seller's mail and other communications to the extent related to the other Purchased Assets and/or the Assumed Liabilities; (c) all Inventory; (d) all Equipment; (e) all Fixed Assets listed or described on Schedule 2.1(e) (the "Fixed Assets"); provided, however, that the Parties agree that this schedule shall be finalized prior to the Closing and that they will cooperate with one another in order to cause this schedule shall include, without limitation, the assets listed in the Impact Solutions Software List, the Impact Solutions Asset Summary Report, the Tec Air Proprietary Tools List, the Selden Fox 2016 List (excluding assets highlighted in yellow), and the Injection Molding/Robot + Other Equipment List. (f) all Contracts listed or described on Schedule 2.1(f) (the "Assumed Contracts"); (g) all Leases of Leased Real Property listed or described on Schedule 2.1(g), including any improvements to such Leased Real Property (such Leases, the "Assumed Leases");

 $^{^2}$ To the extent that there is any inconsistency between the terms of the Stalking Horse APA and the summary of such terms in this Motion, the terms of the Stalking Horse APA shall control.

the Permits set forth on Schedule 2.1(h) and pending (h) applications therefor, in each case to the extent assignable; all Intellectual Property (including all goodwill associated (i) therewith); all products and services currently marketed or sold by (j) Seller, including all products in development by Seller; all Documents except those (i) relating exclusively to any (k) Excluded Asset or Excluded Liability; or (ii) relating to employees of Seller who are not Transferred Employees; all telephone, telex and telephone facsimile numbers and (1)other directory listings used in connection with the Business, to the extent assignable; all Purchased Deposits; (m) all rights to proceeds under insurance policies relating to (n) claims for losses related to any Purchased Asset or Assumed Liability; (0)any rights, claims, refunds, causes of action, choses in action, rights of recovery and rights of setoff of Seller against third parties arising out of events occurring prior to the Closing Date, including, all Avoidance Actions, excluding only the rights, claims, refunds, causes of action, chooses in action, rights of recovery and rights of setoff that are identified as Excluded Assets in Section 2.2; all goodwill and other intangible assets associated with the (p) Business or the Purchased Assets; any proprietary rights in Internet protocol addresses, ideas, (q) concepts, methods, processes, formulae, models, methodologies, algorithms, reports, data, customer lists, mailing lists, business plans, market surveys, market research studies, websites, information contained on drawings and other product specification documents, information relating to research, development or testing, and documentation and media constituting, describing or relating to the Intellectual Property, including memoranda, manuals, technical specifications and other records wherever created throughout the world, but excluding reports of accountants, investment bankers, crisis managers, turnaround consultants and financial advisors or consultants; all advertising, marketing and promotional materials, (r) studies, reports and all other printed or written materials relating to the Business: and all other or additional assets, properties, privileges, rights (s) (including prepaid expenses) and interests of Seller related to the Business of every kind and description and wherever located, whether known or unknown, fixed or unfixed, accrued, absolute, contingent or otherwise, and whether or not specifically referred to in this Agreement; provided, however, none of the Parties hereto

Γ	
	intends that Purchaser, or any of its Affiliates, shall be deemed to
	be a successor to Seller with respect to Purchased Assets.
Excluded Assets	(a) all cash and cash equivalents, including commercial paper,
	treasury bills, certificates of deposit and other bank deposits of
Stalking Horse APA	Seller;
§ 2.2	(b) all shares of capital stock or other equity interests of Seller
	or any securities convertible into, exchangeable or exercisable for
	shares of capital stock or other equity interests of Seller;
	(c) all minute books, stock ledgers, corporate seals and stock
	certificates of Seller;
	(d) all Contracts (and rights thereunder) not listed or described
	in <u>Schedule 2.1(f)</u> (the " <u>Excluded Contracts</u> ");
	(e) all Leases (and rights thereunder) not listed or described in
	Schedule 2.1(g) (the "Excluded Leases");
	(f) all rights, claims or causes of action of Seller under the
	Stalking Horse APA or the Ancillary Documents, including all
	right, title and interest to the Good Faith Deposit and Cash
	Balance;
	(g) all receivables, rights, claims, refunds, causes of action,
	chooses in action, rights of recovery and rights of setoff related
	exclusively to any Excluded Asset or any Excluded Liability;
	(h) all insurance policies, including rights under director and
	officer liability policies, ERISA and trustee liability policies and
	employment practices liability policies, and all rights under
	insurance policies (including all rights to proceeds under insurance
	policies) relating to claims for losses related exclusively to any
	Excluded Asset or Excluded Liability to the extent applicable;
	(i) all Documents (A) relating exclusively to any Excluded
	Asset or any Excluded Liability, (B) relating to employees of
	Seller who are not Transferred Employees, or (C) other books and
	records that Seller is required by applicable law to retain or that
	Seller determines are necessary to retain including Tax Returns,
	financial statements, and corporate or other entity filings
	(provided, however, that Purchaser shall have, to the extent
	allowed by applicable law, the right to make copies of any
	portions of such retained books and records that relate to the
	Business, the Purchased Assets or the Assumed Liabilities);
	(j) all deposits or prepaid charges and prepaid expenses paid
	relating exclusively to any of the other Excluded Assets or any
	Excluded Liability;
	(k) all reports of accountants, investment bankers, crisis
	managers, turnaround consultants and financial advisors or
	consultants;
	(1) all assets located at Seller's principal place of business
	which are not owned by Seller, including the Customer Assets set
	forth on <u>Schedule 2.2(1);</u> and

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 9 of 37

	(m) all assets of Seller set forth on Schedule 2.2(m).
Assumed Liabilities	(a) the obligations of Seller, up to an aggregate amount of $\$ < 000000$
Stalking Horse APA § 2.3	 \$600,000: (i) under the Assumed Contracts and Assumed Leases to the extent required by section 365(b) of the Bankruptcy Code (in the amounts set forth on <u>Schedule 2.3(a)(i)</u> or as otherwise determined by the Bankruptcy Court) (the "<u>Cure Costs</u>"); and (ii) owed to the suppliers set forth on <u>Schedule 2.3(a)(ii)</u> or as otherwise determined by the Bankruptcy Court) (the "<u>Supplier Obligations</u>"); (b) all Liabilities under the Assumed Contracts and the
	Assumed Leases arising at or after the Closing Date; and (c) all Liabilities arising out of the conduct of the Business or ownership of any Purchased Asset at or after the Closing Date. Notwithstanding anything in the Stalking Horse APA to the contrary, by written notice to Seller delivered not later than two (2) days prior to the Closing, Purchaser in its sole discretion may remove any Assumed Contract set forth on Schedule 2.1(f), in which event any such removed Contract shall be deemed to be an Excluded Contract and an Excluded Asset and any Cure Cost or Liability associated therewith shall be deemed to be an Excluded Liability.
Excluded Liabilities Stalking Horse APA § 2.4	 (a) any Liability of Seller, arising out of, or relating to, the Stalking Horse APA or the transactions contemplated by the Stalking Horse APA, whether incurred prior to, at or subsequent to the Closing Date, including all finder's or broker's fees and expenses and any and all fees and expenses of any Representatives of Seller; (b) other than as specifically set forth herein, any Liability relating to (x) events or conditions occurring or existing in connection with, or arising out of, the Business as operated prior to the Closing Date, or (y) the ownership, possession, use, operation or sale or other disposition prior to the Closing Date of any Purchased Assets (or any other assets, properties, rights or interests associated, at any time prior to the Closing Date, with the Business); (c) any Liability for Taxes (i) attributable to periods or portions thereof as determined pursuant to <u>Section 7.6(a)</u> ending on or prior to the Closing Date, (ii) of Seller, or any member of any consolidated, affiliated, combined or unitary group of which Seller is or has been a member, for Taxes and (iii) of any other Person pursuant to an agreement or otherwise; (d) any Liability incurred by Seller or its directors, officers,

	stockholders, agents or employees (acting in such capacities) after
	the Closing Date;
	(e) any Liability of Seller to any Person on account of any
	Action or Proceeding;
	(f) any Liability relating to or arising out of the ownership or
	operation of an Excluded Asset;
	(g) other than as specifically set forth herein, any Liability or obligation of Seller under any Indebtedness, including any Indebtedness owed to any stockholder, subsidiary or other Affiliate of Seller, and any Contract evidencing any such Indebtedness;
	(h) any Liability with respect to Seller's employees (in their
	 capacities as such), including, but not limited to, any Liability for severance or other termination payments or outstanding payroll taxes (which shall be paid by Seller during the Bankruptcy Case or immediately after the Closing Date from the proceeds of the transactions contemplated by this Agreement); (i) other than as specifically set forth herein, fees or expenses of Seller incurred with respect to the transactions contemplated
	herein; and
	(j) All Cure Costs and Supplier Obligations in excess of an
	aggregate amount of \$600,000.
<u>Closing</u>	4.1 Closing Date.
Stalking Horse APA §§ 4.1, 8.1, 8.2, 8.3	Upon the terms and conditions set forth in the Stalking Horse APA the closing of the sale of the Purchased Assets and the assumption of the Assumed Liabilities contemplated thereby (the " <u>Closing</u> ") shall take place at the offices of Cullen and Dykman LLP, One Riverfront Plaza, Newark, New Jersey 07102, or by electronic delivery of required Closing items, as promptly as practicable, and at no time later than the third Business Day, following the date on which the conditions set forth in <u>Section 8</u> have been satisfied or waived (other than the conditions which by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or at such other place or time as Purchaser and Seller may mutually agree.
	8.1 Conditions to Obligations of Each Party.
	The respective obligations of each Party to effect the sale and purchase of the Purchased Assets and to consummate the other transactions contemplated by the Stalking Horse APA shall be subject to the fulfillment (or, if permitted by applicable law, waiver) on or prior to the Closing Date, of the following conditions: (a) all requisite authorizations or consents from Governmental

Authorities or waiting periods following governmental filings shall have been obtained or expired, as the case may be; the Sale Order shall have been entered and shall have (b) become a Final Order; and no Governmental Authority shall have enacted, issued, (c)promulgated or entered any Order that is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by the Stalking Horse APA that has not been withdrawn or terminated. 8.2 **Conditions to Obligations of Purchaser.** The obligation of Purchaser to purchase of the Purchased (a) Assets and to consummate the other transactions contemplated by the Stalking Horse APA shall be subject to the fulfillment on or prior to the Closing Date of the following additional conditions: the representations and warranties of Seller contained in (i) the Stalking Horse APA, the Ancillary Documents and all other documents, instruments and certificates required to be delivered to Purchaser at or in connection with the Closing shall be true and correct in all respects when made and on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all respects as of such earlier date), interpreted without giving effect to any Material Adverse Effect or materiality qualifications, except where all failures of such representations and warranties to be true and correct, in the aggregate, do not have or would not reasonably be expected to have, a Material Adverse Effect, and Purchaser shall have received a certificate of Seller to such effect signed by a duly authorized officer thereof; each covenant and obligation that Seller is required to (ii) perform or to comply with pursuant to the Stalking Horse APA at or prior to the Closing shall have been duly performed and complied with in all material respects, and Purchaser shall have received a certificate of Seller to such effect signed by a duly authorized manager or member thereof; each of the deliveries required to be made to Purchaser (iii) pursuant to Section 4.3 shall have been so delivered; and Purchaser shall have entered into employment agreements, (iv) on terms and conditions that are acceptable to Purchaser in its sole discretion, with (x) Seller's Chief Executive Officer, Robert McMurtry, consistent with the Employment Agreement Letter of Intent between Purchaser and Seller dated as of September 15, 2017, and (y) any other key management personnel identified by Purchaser prior to the Closing Date.

	(b) Any condition specified in Section 9.2(a) may be waived
	(b) Any condition specified in <u>Section 8.2(a)</u> may be waived by Purchaser; provided that no such waiver shall be effective
	against Purchaser unless it is set forth in a writing executed by
	Purchaser.
	8.3 Conditions to Obligations of Seller.
	 (a) The obligation of Seller to sell the Purchased Assets and to consummate the other transactions contemplated by the Stalking Horse APA shall be subject to the fulfillment on or prior to the Closing Date of the following additional conditions: (i) the representations and warranties of Purchaser contained in the Stalking Horse APA shall be true and correct in all material respects when made and on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of such date (except that any representations and warranties that are made as of a particular date or period shall be true and correct only as of such particular date or period), and Seller shall have received a certificate of Purchaser to such effect signed by a duly authorized officer thereof; (ii) each covenant and obligation that Purchaser is required to perform or to comply with pursuant to the Stalking Horse APA at or prior to the Closing shall have been duly performed and complied with in all material respects, and Seller shall have received a certificate of Purchaser to such effect signed by a duly authorized respects, and Seller shall have received a certificate of Seller shall have received a certificate of Purchaser to such effect signed by a duly authorized of Purchaser to such effect signed by a duly authorized of Purchaser to such effect signed by a duly authorized manager or member thereof; and (iii) each of the deliveries required to be made to Seller pursuant to <u>Section 4.2</u> shall have been so delivered; and (b) Any condition specified in <u>Section 8.3(a)</u> may be waived
	by Seller; provided that no such waiver shall be effective against
	Seller unless it is set forth in writing executed by Seller.
Termination	The Stalking Horse APA may be terminated, and the transactions
	contemplated thereby may be abandoned, by written notice to the
Stalking Horse APA	other Parties hereto, at any time prior to the Closing Date, as
§ 9.1	follows:
0	(a) by mutual written consent of Purchaser and Seller;
	(b) by either Purchaser or Seller if any permanent injunction or
	other Order of a court of competent authority or government
	agency which prevents the consummation of the transactions
	contemplated by the Stalking Horse APA shall have become final
	and not appealable;
	(c) by either Purchaser or Seller upon three (3) days written
	notice of such termination to the other Parties, if the Closing shall
	not have occurred on or prior to December 22, 2017; provided,
	however, that the failure of the Closing to occur by such date is
	not due (in whole or in part) to a material breach by the

	 terminating Party of such Party's representations, warranties, covenants or obligations under the Stalking Horse APA; (d) by Seller if there has been a breach by Purchaser of any of its representations, warranties, covenants or obligations that would result in a condition set forth in Section 8.3(a)(i), (a)(ii), or (a)(iii) not being met, which breach is not curable, or if curable, is not cured within thirty (30) days after notice of such breach is given by Seller to Purchaser, and has not been waived by Seller;
	(e) by Purchaser if there has been a breach by Seller of any of its representations, warranties, covenants or obligations that would result in the condition set forth in Section $8.2(a)(i)$, $(a)(ii)$ or $(a)(iii)$ not being met, which breach is not curable, or if curable, is not cured within thirty (30) days after notice of such breach is given by Purchaser to Seller, and has not been waived by Purchaser;
	(f) by either Purchaser or Seller if the Bankruptcy Court approves an Alternative Transaction, or an Alternative Transaction is consummated;
	(g) by Purchaser if the Bankruptcy Court fails to approve the Sale Motion and enter (i) the Bidding Procedures Order on or prior to November 8, 2017 and (ii) the Sale Order on or prior to December 7, 2017; or
	(h) by Purchaser if the Sale Order does not become a final Order on or prior to December 21, 2017.
Bid Protections	As compensation for entering into the Stalking Horse APA, taking
Stalking Horse APA § 9.2	action to consummate the transactions contemplated thereby and incurring the costs and expenses related thereto and other losses and damages, including foregoing other opportunities, Seller
	agrees to pay to Purchaser, in accordance with the provisions of <u>Section 9.2</u> , (i) a break-up fee in the amount of One Hundred Fifty-Thousand Thousand Dollars (\$150,000.00) (the " <u>Break-up</u> <u>Fee</u> "), and (ii) reimbursement of its documented expenses incurred in connection with the Stalking Horse APA and the transactions contemplated thereby, including without limitation its out-of-pocket expenses incurred in connection with its due diligence investigation of Seller and the Business, and its reasonable
	attorneys' fees and expenses incurred in connection with the Stalking Horse APA and the transactions contemplated thereby, in an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000) (the "Expense Reimbursement").
Access to Records	In order to facilitate Seller's efforts to (i) administer and close the
Stalking Horse APA § 7.10	Bankruptcy Case, and (ii) prepare tax returns (together, the " <u>Post-Close Filings</u> "), for a period of two (2) years following the Closing, Purchaser shall permit Seller and Seller's counsel and accountants (collectively, " <u>Permitted Access Parties</u> ") during

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 14 of 37

	regular business hours, with reasonable notice, and subject to
	reasonable rules and regulations, reasonable access to the financial
	and other books and records which comprised part of the
	Purchased Assets that are required to complete the Post-Close
	Filings, which access shall include (x) the right of such Permitted
	Access Parties to copy, at such Permitted Access Parties' expense,
	such required documents and records and (y) Purchaser's copying
	and delivering to the relevant Permitted Access Parties such
	documents or records as they require, but only to the extent such
	Permitted Access Parties furnish Purchaser with reasonably
	detailed written descriptions of the materials to be so copies and
	applicable Permitted Access Party reimburses Purchaser for the
	costs and expenses thereof; provided, however, that the foregoing
	rights of access shall not be exercisable in such a manner as to
	interfere with the normal operations of Purchaser's business.
	Notwithstanding anything contained in <u>Section 7.6</u> to the contrary,
	in no event shall Seller have access to any information that, based
	on advice of Purchaser's external counsel, could (1) reasonably be
	expected to create liability under applicable law or waive any legal
	privilege, or (2) violate any obligation of Purchaser with respect to
	confidentiality; <u>provided</u> that, in the case of clause (1), Purchaser
	uses commercially reasonable efforts to attempt to provide the
	information in a way that does not create such liability or waive
	legal privilege and, in the case of clause (2), Purchaser uses
	commercially reasonable efforts to secure a waiver of any
	contractual prohibition.
Good Faith Deposit	Purchaser has deposited into the attorney trust account of Cullen
Good Faith Deposit	and Dykman LLP, counsel to Seller, an amount equal to \$200,000
Stalking Horse APA	(the " <u>Good Faith Deposit</u> ") in immediately available, good funds
§ 3.5	of the United States of America. Upon execution of this
\$ 3.3	Agreement by Seller and Purchaser, the Good Faith Deposit shall
	be nonrefundable solely upon termination of this Agreement by
	Seller pursuant to <u>Section 9.1(d)</u> , and shall be refunded to
	Purchaser within two (2) Business Days after termination of this
	Agreement for any other reason provided for in <u>Section 9.1</u> . At
	the Closing, the Good Faith Deposit (and any interest or income
	accrued thereon) shall be paid over to Seller and upon such
	payment, credited and applied toward payment of the Purchase
	Price and the amount of any such interest or income accrued on
	the Good Faith Deposit as of the Business Day prior to the Closing
	Date shall be credited dollar for dollar against the Cash Balance.
	In the event the Good Faith Deposit becomes nonrefundable as
	provided herein before the Closing, the Good Faith Deposit and all
	interest or income accrued thereon shall be immediately disbursed
	to Seller to be retained by Seller for its own account.

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 15 of 37

Employee Matters	Purchaser shall employ, effective as of the Closing Date and
	continuing for not less than sixty (60) days following the Closing
Stalking Horse APA	Date, substantially all of Seller's employees who remain employed
§ 7.5(a)	by Seller immediately prior to the Closing (including employees
	on approved leave of absence). The names of Seller's employees
	as of the date hereof are listed on <u>Schedule 7.5(a)</u> . Those of
	Seller's employees (including any employees whose names are not
	set forth on <u>Schedule 7.5(a)</u>) who commence working for
	Purchaser on the Closing Date (or upon return to work from
	approved leave of absence) shall hereafter be referred to as
	"Transferred Employees". Such Transferred Employees shall
	receive the annual or hourly rate of pay, and with comparable
	opportunity to receive incentive or performance pay (other than
	equity based incentive compensation), at which such employees
	were employed immediately prior to the Closing. Such
	Transferred Employees shall receive benefits and be covered by
	employment policies on substantially similar terms and conditions
	as other employees of Purchaser or its Subsidiaries with similar
	titles and functions. Without limiting the generality of the
	foregoing, such employee benefits shall include immediate
	eligibility to participate in medical and health insurance plans and
	401(k) or retirement plans under plans sponsored by Purchaser.

B. <u>Proposed Bidding Procedures</u>

- 9. The key terms of the Bidding Procedures are highlighted as follows:³
 - (a) <u>Due Diligence</u>: In order to access diligence materials and information related to the Debtor's assets, each Potential Bidder must first deliver (unless previously delivered) to the Debtor's investment banker and counsel the following items prior to the Bid Deadline (collectively, the "<u>Participation Requirements</u>"): (i) an executed confidentiality agreement in form and substance reasonably acceptable to the Debtor; and (ii) identification of the Potential Bidder and any principals and representatives thereof who are authorized to appear and act on their behalf for all purposes regarding the contemplated Sale.
 - (b) <u>Designation as Qualified Bidder</u>: In order to be eligible to participate in the Auction for the Purchased Assets, each Potential Bidder, other than the Stalking Horse Bidder or its designee or assignee, must be determined by the Debtor, in consultation with the Committee, if any, to have submitted a Qualified Bid (each, a "<u>Qualified Bidder</u>"). The Debtor shall have the

 $^{^{3}}$ To the extent that there is any inconsistency between the terms of the Bidding Procedures and the summary of such terms in this Motion, the terms of the Bidding Procedures shall control.

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 16 of 37

right, in consultation with the Committee, if any, to determine whether a bidder is a Qualified Bidder.

The Stalking Horse Bidder is a Qualified Bidder, and the Stalking Horse Bidder's bid is a Qualified Bid.

In order for any Potential Bidder to be considered a Qualified Bidder (other than the Stalking Horse Bidder and its designee or assignee, who are already considered Qualified Bidders), such Potential Bidder must submit a written offer (a "Qualified Bid") such that it is received prior to the Bid Deadline and meets the following criteria:

- (i) <u>Purchased Assets</u>. Each bid must be a bulk bid to purchase all or substantially all of the Purchased Assets, and must clearly state which liabilities of the Debtor the Qualified Bidder is agreeing to assume.
- (ii) <u>Initial Minimum Overbid</u>. Each bid must provide for the assumption of the Assumed Liabilities and the aggregate consideration proposed by each bid must equal or exceed the sum of (collectively, the "<u>Initial Minimum Overbid</u>"):
 - (1) cash in an amount equal to \$4,000,000.00; <u>plus</u>
 - (2) assumption of the Cure Costs and Supplier Obligations up to an aggregate amount of \$600,000; <u>plus</u>
 - (3) cash equal to the sum of the Break-Up Fee plus the Expense Reimbursement (i.e., \$300,000.00), subject to confirmation of the amount of the Expense Reimbursement by the Debtor, after consultation with the Stalking Horse Bidder and the Committee, if any, prior to (and to be announced at) the Auction; <u>plus</u>
 - (4) \$100,000.00 in cash.
- (iii) <u>Deposit</u>. Each bid must be accompanied by a cash deposit in the amount equal to Two Hundred Thousand and 00/100 Dollars (\$200,000.00) to be held in an interest-bearing escrow account to be identified and established by the Debtor.
- (iv) <u>Executed and Marked Asset Purchase Agreement</u>. Each bid must include a redlined copy of the Stalking Horse APA (the "<u>Modified</u>

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 17 of 37

<u>APA</u>") to show all changes requested by the Qualified Bidder, including those related to the purchase price in accordance with subsection (b) above, and identify each Contract and Lease to be assumed thereunder.

- (v) <u>No Contingencies</u>. A bid may not be conditioned on obtaining internal approval, obtaining financing or on the outcome or review of due diligence, and a bid shall not contain any contingencies to the validity, effectiveness, and/or binding nature of the bid beyond those contained and that remain effective in the Stalking Horse APA.
- (vi) <u>Legal Capacity</u>. Each bid must be accompanied by documentation that, in the Debtor's reasonable business judgment, in consultation with the Committee, if any, demonstrates that the Potential Bidder has the legal capacity to fund a purchase price in the amount of the Initial Minimum Overbid as set forth above, and otherwise consummate the proposed transaction.
- (vii) <u>Authorization to Bid</u>. Each bid must include evidence of authorization and approval from such Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the Modified APA.
- (viii) <u>Irrevocability; Back-Up Bidder</u>. Each bid must be irrevocable (in the form resulting from any modifications that may be made prior to or at the Auction) until the end of the Business Day following the Closing, and contain an agreement for the Qualified Bidder to be a Back-Up Bidder.
- (ix) <u>No Fees Payable to Qualified Bidder</u>. A bid may not request or entitle the Qualified Bidder to any break-up fee, termination fee, expense reimbursement or similar type of payment.
- (x) <u>Financing Sources</u>. Each bid must contain evidence of the ability to consummate the Sale satisfactory to the Debtor, in consultation with the Committee, if any, with appropriate contact information for all such financing sources (whether cash or borrowings) and may not contain any financing contingency (or conditions to borrowings).
- (xi) <u>Other Evidence</u>. Each bid must contain evidence satisfactory to the Debtor, in its reasonable discretion, in consultation with the Committee, if any, that the Qualified Bidder (based on availability of financing, experience and other considerations or conditions)

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 18 of 37

will be able to timely consummate the Sale to purchase the Purchased Assets if selected as the Successful Bidder.

(c) <u>Bid Deadline</u>. The Debtor proposes that the deadline for a Potential Bidder to submit a bid (other than the Stalking Horse Bidder or its designee or assignee) shall be December 1, 2017 at 12:00 p.m. (prevailing Central Time) (the "<u>Bid Deadline</u>"). A bid received after the Bid Deadline shall not constitute a Qualified Bid.

Prior to the Bid Deadline, a Potential Bidder shall deliver a written copy of its bid via email (in .pdf or similar format) to: (i) Three Twenty-One Capital Partners, Attn: Ervin M. Terwilliger, (erv@321capital.com) and (ii) Debtor's counsel, Cullen and Dykman LLP, Attn: S. Jason Teele, Esq. (steele@cullenanddykman.com) and Nicole Stefanelli, Esq. (nstefanelli@cullenanddykman.com). Counsel to the Debtor shall promptly provide email copies of such bids to counsel to the Committee, if any.

(d) <u>Auction</u>. Only in the event that the Debtor receives at least one (1) Qualified Bid (other than that of the Stalking Horse Bidder) by the Bid Deadline, the Debtor shall conduct an auction (the "<u>Auction</u>") of the Purchased Assets to determine the highest or otherwise best bid with respect to the Purchased Assets. No later than 4:00 p.m. (prevailing Central Time) on the day that is one business day before the Auction, the Debtor will notify all Qualified Bidders and respective counsel to the Committee, if any, and the Stalking Horse Bidder whether the Auction will occur and will provide each Qualified Bidder with copies of all Qualified Bids.

The Debtor proposes that the Auction will take place at 10:00 a.m. (prevailing Central Time) on December 5, 2017, at the offices of Polsinelli PC, 150 N. Riverside Plaza, Suite 3000, Chicago, Illinois 60606, or such later date and time as selected by the Debtor.

(e) <u>Participation in the Auction</u>. The only persons or entities who will be permitted to bid at the Auction are the authorized representatives of each Qualified Bidder, including the Stalking Horse Bidder (collectively, the "<u>Auction Participants</u>"). Each Qualified Bidder must attend the Auction in person in order to bid at the Auction. While only the Auction Participants may bid at the Auction, the Auction may be attended and viewed also by the Debtor, its professionals, Auction Participants, the Committee, if any, and its members and professionals. Any creditor wishing to attend the Auction, no later than three (3) business days prior to the start of the Auction, must contact: Cullen and Dykman LLP, Attn: S. Jason Teele, Esq. (steele@cullenanddykman.com) and Nicole Stefanelli, Esq. (nstefanelli@cullenanddykman.com).

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 19 of 37

- (f) <u>Baseline Bid</u>. The Debtor and its professional advisors shall direct and preside over the Auction. At the beginning of the Auction, the Debtor and its professional advisors will, in consultation with the Committee, if any, announce the highest Qualified Bid received by the Bid Deadline which shall serve as the baseline bid at the Auction (the "<u>Baseline Bid</u>"). All bids made thereafter shall be Overbids, and shall be made and received on an open basis, and all material terms of each bid shall be fully disclosed to all other Qualified Bidders, including the Stalking Horse Bidder. The Auction shall be transcribed and all bids shall be made on the record and announced at the Auction, including the Baseline Bid, all Overbids, and the Successful Bid.
- (g) <u>Terms of Overbids</u>. An "<u>Overbid</u>" is any bid made at the Auction subsequent to the Debtor's announcement of the Baseline Bid. Any Overbid following the Baseline Bid shall be at least \$25,000.00, and each subsequent Overbid must be made in increments of at least \$25,000.00 over the previous highest or best bid (the "<u>Minimum Overbid Increments</u>"), which amount may be modified by the Debtor in its sole discretion; <u>provided</u>, <u>however</u>, that the Stalking Horse Bidder shall be permitted to bid all or any portion of the Break-up Fee or Expense Reimbursement as part of any overbid it submits at the Auction.

Any Overbid made by a Qualified Bidder (including with respect to any Back-Up Bid) must remain open and binding on the Qualified Bidder until and unless the Debtor accepts a higher Qualified Bid as an Overbid. The Debtor shall announce at the Auction the material terms of each Overbid and the basis for calculating the total consideration offered in each such Overbid.

- (h) <u>Determination and Rejection of Bids</u>. The Debtor, in its reasonable business judgment, after consultation with the Committee, if any, may (a) determine which Overbid, if any, is the highest or otherwise best offer; and (b) reject, at any time before entry of an order of the Bankruptcy Court approving an Overbid, any bid that is (i) inadequate or insufficient; (ii) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, the Bidding Procedures Order or the terms and conditions of the Sale; or (iii) contrary to the best interests of the Debtor, its estate, its creditors and other stakeholders.
- (i) <u>Closing the Auction</u>. Upon conclusion of the bidding process, the Auction shall be closed, and the Debtor, in consultation with the Committee, if any, shall (i) review each Qualified Bid on the basis of financial and contractual terms and the factors relevant to the Sale process, including those factors affecting the speed and certainty of consummating the Sale and the amount of the cash (or cash equivalents) consideration, and (ii) determine the highest or otherwise best offer for the Purchased Assets (the

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 20 of 37

"<u>Successful Bid</u>"), the entity submitting such Successful Bid (the "<u>Successful Bidder</u>"), the next highest or otherwise best offer after the Successful Bid (the "<u>Back-Up Bid</u>") and the entity submitting such Back-Up Bid (the "<u>Back-Up Bidder</u>"); and advise the Qualified Bidders of such determinations. The Back-Up Bid shall remain open, and the Back-Up Bidder shall be required to fully perform under such Back-Up Bid, until the earlier of consummation of the Sale with the Successful Bidder or sixty (60) days following the closing date contemplated in the Successful Bid. For the avoidance of doubt, the Stalking Horse Bidder shall not be required to serve as the Back-Up Bidder.

- (j) <u>No Collusion; Good-Faith Bona Fide Offer</u>. Each Qualified Bidder, including the Stalking Horse Bidder, participating at the Auction will be required to confirm on the record at the Auction that (i) it has not engaged in any collusion with respect to the bidding, and (ii) its Qualified Bid is a good-faith *bona fide* offer and it intends to consummate the proposed transaction if selected as the Successful Bidder.
- (k) <u>Consent to Jurisdiction as Condition to Bidding</u>. Each Qualified Bidder, including the Stalking Horse Bidder, participating at the Auction shall be deemed to have consented to the exclusive jurisdiction of the Bankruptcy Court and to have waived any right to a jury trial in connection with any disputes among any Qualified Bidder and the Debtor relating to the Auction and the construction and enforcement of the Qualified Bidder's contemplated Sale documents, as applicable.
- (1) Modification. The Debtor reserves its rights to modify the Bidding Procedures in its reasonable business judgment in any manner that will best promote the goals of the bidding process, or impose, at or prior to the Auction, additional customary terms and conditions on the sale of the Purchased Assets, including, without limitation: (a) extending the deadlines set forth in these Bidding Procedures; (b) adjourning the Auction at the Auction and/or adjourning the Sale Hearing in open court without further notice; (c) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction; (d) canceling the Auction; (e) rejecting any or all bids or Qualified Bids (except for the Stalking Horse Bidder's bid); and (f) adjusting the amount of the Minimum Overbid Increment, including by requesting that Qualified Bidders submit last or final bids on a "blind" basis.

Notwithstanding the foregoing and subject in all respects to the Stalking Horse APA, the Debtor may not alter, impair or modify the Stalking Horse Bidder's rights and obligations under the Stalking Horse APA and the Bidding Procedures Order as part of any bid at the Auction or otherwise.

C. Notice of Auction and Sale Hearing

10. The Debtor proposes to have the Auction at 10:00 a.m. (prevailing Central Time) on December 5, 2017, at the offices of Polsinelli PC, 150 N. Riverside Plaza, Suite 3000, Chicago, Illinois 60606, or such later date and time as selected by the Debtor. Within two (2) days of the entry of the Bidding Procedures Order, the Debtor will serve by first class mail, postage prepaid, copies of: (i) the Bidding Procedures Order and (ii) the Sale Notice upon the following entities: (a) the Office of the United States Trustee for the Northern District of Illinois; (b) counsel to the Stalking Horse Bidder; (c) the Debtor's prepetition secured lenders or their counsel, if known; (d) counsel to the Committee, if any; (e) all taxing authorities having jurisdiction over any of the Purchased Assets subject to the Sale, including the Internal Revenue Service; (f) the state/local environmental agencies in the jurisdictions where the Debtor leases real property; (g) all of the Debtor's known creditors; (h) all parties that have requested notice pursuant to Bankruptcy Rule 2002 as of the date prior to the date of entry of the Bidding Procedures Order; (i) all persons or entities known to the Debtor that have asserted a lien on, or security interest in, all or any portion of the Purchased Assets; and (j) any Potential Bidders previously identified or otherwise known to the Debtor.

11. The Debtor proposes to have the Sale Hearing on December 6, 2017. The Debtor further requests, pursuant to Bankruptcy Rule 9014, that objections, if any, to the proposed Sale: (a) be in writing; (b) comply with the Bankruptcy Rules and the Local Rules; (c) be filed with the Clerk of the Bankruptcy Court, United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604; and (d) be served on: (i) counsel to the Debtor, Cullen and Dykman LLP, Attn: S. Jason Teele, Esq. and Nicole Stefanelli, Esq., The Legal Center, One Riverfront Plaza, Newark, New Jersey 07102; (ii) counsel to the Stalking Horse Bidder, Meltzer, Purtill & Stelle LLC, Attn:

-20-

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 22 of 37

Timothy W. Brink, Esq., 300 South Wacker Drive, Suite 2300, Chicago, Illinois 60606; (iii) counsel to the Committee, if any; and (iv) the Office of the United States Trustee for the Northern District of Illinois, 219 S. Dearborn Street, Room 873, Chicago, IL 60604, on or before 4:00 p.m. (prevailing Central Time) on the date that is seven (7) days prior to the Sale Hearing (the "<u>Sale Objection Deadline</u>").

D. Procedures to Determine Cure Costs and Deadlines for Objections to the Potential Assumption and Assignment of the Assumed Contracts and Assumed Leases

12. In order to facilitate the assumption and assignment of the Assumed Contracts and

Assumed Leases, the Debtor seeks to establish (a) procedures for determining the Cure Costs and

(b) the deadline for objections to the Cure Costs and/or the proposed assumption and assignment

of the Assumed Contracts and Assumed Leases (collectively, the "Contract Procedures"):

- (a) On or before the date that is fifteen (15) days prior to the Sale Hearing, the Debtor shall serve by mail a notice, substantially in the form annexed as <u>Exhibit 3</u> to the Bidding Procedures Order (a "<u>Cure Notice</u>") on the non-Debtor counterparties to the Assumed Contracts and Assumed Leases (collectively, the "<u>Contract Parties</u>").
- (b) The Contract Parties will have until 4:00 p.m. (prevailing Central Time) on the date that is seven (7) days prior to the Sale Hearing (the "Contract Objection Deadline"), which deadline may be extended in the sole discretion of the Debtor and the Stalking Horse Bidder, to object (a "Contract Objection") to (i) the Cure Costs listed by the Debtor and to propose alternative Cure Costs, and/or (ii) the proposed assumption and assignment of the Assumed Contracts and Assumed Leases in connection with the Sale, including, without limitation, the Debtor's ability to assign the Assumed Contracts and Assumed Leases without the Contract Parties' consent or the adequate assurance of future performance to be provided by the Successful Bidder (or any designee thereof); provided, however, that in the event the Auction results in a Successful Bid other than the Stalking Horse APA, the Contract Parties shall have until two (2) hours before the Sale Hearing (the "Alternate Contract Objection Deadline") to object to the assignment of the Assumed Contracts and Assumed Leases to such Successful Bidder, other than to the Cure Cost which shall be subject to the Contract Objection Deadline, with any such objection being heard at the Sale Hearing or at a later-scheduled hearing as the Court deems appropriate.

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 23 of 37

- (c) The Debtor, the Contract Party, and the Successful Bidder may consensually resolve any Contract Objection prior to, or after, the Sale Hearing. In the event the Contract Objection is not resolved, such Contract Objection will be heard at the Sale Hearing or thereafter. To the extent it is determined that the Cure Cost exceeds the amount set forth in the Cure Notice, the Successful Bidder may determine to not have such Assumed Contract or Assumed Lease assumed and assigned to it.
- (d) Unless a Contract Objection is filed and served before the Contract Objection Deadline or the Alternate Contract Objection Deadline, as applicable, all Contract Parties shall be:
 - (i) forever barred from objecting to the proposed Cure Costs and from asserting any additional cure or other amounts, and the Debtor and the Successful Bidder shall be entitled to rely solely upon the proposed Cure Costs set forth in the Cure Notice;
 - (ii) deemed to have consented to the assumption or assumption and assignment of the Assumed Contracts and Assumed Leases;
 - (iii) forever barred and estopped from asserting or claiming against the Debtor or the Successful Bidder that any additional amounts are due or other defaults exist, that conditions to assignment must be satisfied under such Assumed Contracts and Assumed Leases, including, without limitation, any consent rights, or that there is any objection or defense to the assumption and assignment of such Assumed Contracts and Assumed Leases, including without limitation, adequate assurance of future performance;
 - (iv) precluded from objecting to the Cure Costs (if any) and the assumption and assignment; and
 - (v) barred and estopped from asserting or claiming that an Assumed Contract or Assumed Lease contains an enforceable consent right.
- 13. The Debtor requests that the Sale Order, among other things:
 - (a) authorize and approve the assumption and assignment of the Assumed Contracts and Assumed Leases upon the Closing, without the need for any further action by any party, pursuant to section 365 of the Bankruptcy Code;
 - (b) provide that where the Debtor is unable to establish that a default exists under an Assumed Contract or Assumed Lease, the Cure Cost relating to such Assumed Contract or Assumed Lease shall be set at \$0.00; and

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 24 of 37

(c) find that the Successful Bidder has established adequate assurance of future performance necessary to satisfy the requirements of section 365 of the Bankruptcy Code in respect of the assignment to the Successful Bidder of the Assumed Contracts and Assumed Leases.

E. <u>Name Change</u>

14. The Debtor also requests the authority, upon and in connection with the Closing, to change its corporate name and the caption of this chapter 11 case, consistent with applicable law. The Debtor shall file a notice of change of case caption, containing the new caption and the proposed new corporate name of the Debtor, within five (5) business days of the Closing Date, and the change of case caption for this chapter 11 case shall be deemed effective as of the Closing Date.

BASIS FOR RELIEF

A. <u>The Bidding Procedures Are Fair and Reasonable.</u>

15. Maximization of proceeds received by the estate is one of the dominant goals of any proposed sale of estate property. *See, e.g., Four B Corp. v. Food Barn Stores (In re Food Barn Stores, Inc.)*, 107 F.3d 558, 564-65 (8th Cir. 1997) (in bankruptcy sales, a primary objective of the Code [is] to enhance the value of the estate at hand); *In re Integrated Res., Inc.,* 147 B.R. 650, 659 (S.D.N.Y. 1992) ("It is a well-established principle of bankruptcy law that the . . . [debtor's] duty with respect to such sales is to obtain the highest price or greatest overall benefit possible for the estate.") (quoting *In re Atlanta Packaging Prods., Inc.,* 99 B.R. 124, 130 (Bankr. N.D. Ga. 1988)).

16. Courts consistently recognize that procedures intended to enhance competitive bidding are consistent with the goal of maximizing the value received by the estate and therefore are appropriate in the context of bankruptcy transactions. *See, e.g., In re Integrated Res.*, 147 B.R. at 659 (such procedures encourage bidding and to maximize the value of the debtor's

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 25 of 37

assets); *In re Fin. News Network, Inc.*, 126 B.R. 152, 156 (Bankr. S.D.N.Y. 1991) ("[C]ourtimposed rules for the disposition of assets . . . [should] provide an adequate basis for comparison of offers, and [should] provide for a fair and efficient resolution of bankrupt estates."); *In re Edwards*, 228 B.R. 552, 561 (Bankr. E.D. Pa. 1998) ("The purpose of procedural bidding orders is to facilitate an open and fair public sale designed to maximize value for the estate."). Bankruptcy courts have discretion and latitude in structuring a section 363 sale to accomplish this goal. *See Edwards*, 228 B.R. at 561; *In re Wintz Co.*, 219 F.3d 807, 812 (8th Cir. 2000) (stating that in structuring the sale of assets, bankruptcy courts "have ample latitude to strike a satisfactory balance between the relevant factors of fairness, finality, integrity, and maximization of assets").

17. Here, the Debtor believes that the Bidding Procedures are designed to maximize the value received for the Purchased Assets and prevent any chilling of potential bids by establishing a competitive and fair bidding process. In particular, the process set forth in the Bidding Procedures allows for a timely and efficient auction process given the circumstances facing the Debtor, while providing Potential Bidders with ample time and information to submit a timely bid and perform diligence. The Bidding Procedures are designed to ensure that the Purchased Assets will be sold for the highest or otherwise best possible purchase price by subjecting the value of the Purchased Assets to market testing and permitting prospective purchasers to bid on the Purchased Assets. Accordingly, the Debtor and all parties in interest can be assured that the consideration received for the Purchased Assets will be fair and reasonable and that the proposed Bidding Procedures are fair and appropriate in light of the robust prepetition marketing process undertaken by the Debtor.

-24-

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 26 of 37

18. For these reasons, the Debtor respectfully submits that the Bidding Procedures should be approved.

B. <u>The Bid Protections Are Appropriate Under the Circumstances.</u>

19. In the event that the Bankruptcy Court approves a transaction with a Qualified Bidder that is not the Stalking Horse Bidder, then the Debtor will pay to the Stalking Horse Bidder as compensation for the Stalking Horse Bidder's efforts in connection with the negotiation and execution of the Stalking Horse APA, and the transactions contemplated thereby, not later than the time of the closing of such transaction, in immediately available, good funds of the United States of America, (i) the Break-Up Fee in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00), and (ii) the Expense Reimbursement for reimbursement of its documented expenses incurred in connection with the Stalking Horse APA and the transactions contemplated thereby, including without limitation its out-of-pocket expenses incurred in connection with the Stalking Horse APA and the transactions contemplated thereby, in an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000), in accordance with the provisions of Section 9.2 of the Stalking Horse APA.

20. Negotiation of the Break-Up Fee and Expense Reimbursement was a key component of the Stalking Horse Bidder's willingness to serve in that role. The Debtor believes that the Expense Reimbursement is fair and reasonable in view of the time and expense that the Stalking Horse Bidder has undertaken in connection with the Stalking Horse APA. Although bid protections in favor of a stalking horse bidder are measured against a business judgment standard, to receive administrative expense priority pursuant to Bankruptcy Code section 503(b), the bidding incentive must provide some post-petition benefit to the estate. *See In re O Brien*

-25-

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 27 of 37

Envtl. Energy, Inc., 181 F.3d 527, 533 (3d Cir. 1999). The *O'Brien* court identified two instances in which such a benefit to the estate may be found. The first instance is where the incentive promoted a more competitive bidding process, such as by inducing a bid that otherwise would not have been made and without which bidding would have been limited. *Id.* at 537. The second instance is where bidding incentives induce a bidder to research the value of the debtor and submit a bid that serves as the floor bid on which other bidders can rely. *Id.*

21. The amount of the Break-Up Fee and Expense Reimbursement as set forth in the Stalking Horse APA is reasonable and appropriate in light of the size and nature of the proposed transaction. Moreover, the Expense Reimbursement meets the *O'Brien* test set forth above, in that it induced the Stalking Horse Bidder to serve as the initial bidder, and the Stalking Horse APA will now serve as the floor bid on which other bidders can rely.

22. In addition, the amount of the Break-Up Fee is reasonable, as it is equivalent to 3.2% of the proposed value of Stalking Horse Bidder's offer as set forth in the Stalking Horse APA. This amount is within the range of break-up fees approved in similar cases. *See, e.g., In re CWT Liquidation Co. (formerly doing business as The Clare at Water Tower)*, Case No. 11-46151 (Bankr. N.D. Ill. Mar. 21, 2012) [No. 264] (SPS) (approving break-up fee equal to 4.57% of cash purchase price); *In re Fairview Ministries*, Case No. 11-04386 (Bankr. N.D. Ill. May 24, 2011) [No. 277] (SPS) (approving break-up fee of 3% of purchase price); *In re SK Hand Tool Corp.*, Case No. 10-28882 (Bankr. N.D. Ill. July 9, 2010) [No. 53] (ERW) (approving break-up fee of 3.8% of purchase price); *In re Select Snacks, Inc.*, Case No. 07-18769 (Bankr. N.D. Ill. Oct. 23, 2007) [No. 93] (PSH) (approving break-up fee equal to 3% of purchase price); *In re Hartmarx Corp.*, Case No. 09-02046 (Bankr. N.D. Ill. June 2, 2009) [No. 482] (BWB) (approving break-up fee equal to 3.1% of purchase price).

-26-

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 28 of 37

23. Moreover, payment of the Break-Up Fee and Expense Reimbursement will not diminish the value of assets available for distribution to creditors, because, as stated above, the Debtor will only be required to make the payments if the Bankruptcy Court approves a transaction with and the Debtor consummates a sale to an alternative bidder for a price that exceeds the consideration offered by the Stalking Horse Bidder by an amount sufficient to pay both the Break-up Fee and the Expense Reimbursement.

24. For these reasons, the Debtor respectfully submits that approval of the Break-Up Fee and Expense Reimbursement is appropriate under the circumstances.

C. The Proposed Sale Notice, the Proposed Date for the Sale Objection Deadline, the <u>Cure Objection Deadline and the Sale Hearing Are Appropriate</u>.

25. The Debtor submits that the Sale Objection Deadline is reasonable and appropriate under the circumstances. As noted above, the Sale Hearing is more than twenty-one (21) days from notice of this Motion and the Sale Objection Deadline has been scheduled seven (7) days in advance thereof. As such, the Debtor submits that the proposed Sale Objection Deadline meets the requirements of the Bankruptcy Rules.

26. The Debtor further submits that the notice to be provided through the Sale Notice and the method of service proposed herein fully complies with the requirements set forth in Bankruptcy Rule 2002 and constitutes good and adequate notice of the Bidding Procedures and the subsequent proceedings related thereto, including the proposed dates for (a) the Bid Deadline; (b) the Sale Objection Deadline; (c) the Contract Objection Deadline; and (d) the Sale Hearing. Therefore, the Debtor respectfully requests that the Bankruptcy Court to approve the proposed notice procedures.

-27-

D. The Sale of the Purchased Assets is Within the Sound Business Judgment of the <u>Debtor and Should be Approved</u>.

27. Section 363(b)(1) of the Bankruptcy Code provides, in relevant part, that a debtorin-possession, "after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Section 363 does not set forth a standard for determining when it is appropriate for a court to authorize the sale or disposition of a debtor's assets prior to confirmation of a plan. However, courts have required that the decision to sell assets outside the ordinary course of business be based upon the sound business judgment of the debtor. See 3 COLLIER ON BANKRUPTCY ¶ 363.02[4] (16th ed. 2012); *see also In re Schipper*, 933 F.2d 513, 515 (7th Cir. 1991) (requiring "articulated business justification" for sale, adequate notice, and the availability of a hearing to approve sale under § 363(b)); *Myers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996); *Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983); *Dai-Ichi Kangyo Bank, Ltd. v. Montgomery Ward Holding Corp., (In re Montgomery Ward Holding Corp.)*, 242 B.R. 147, 153 (D.Del. 1999); *In re Zeigler*, 320 B.R. 362, 381 (Bankr. N.D. Ill. 2005); *In re U.S. Airways Grp., Inc.*, 287 B.R. 643, 645 (Bankr. E.D. Va. 2002).

28. A debtor's showing of a sound business purpose need not be unduly exhaustive but, rather, a debtor is "simply required to justify the proposed disposition with sound business reasons." *In re Baldwin United Corp.*, 43 B.R. 888, 906 (Bankr. S.D. Ohio 1984). Whether or not there are sufficient business reasons to justify a transaction depends upon the facts and circumstances of each case. *See Lionel*, 722 F.2d at I071; *Montgomery Ward*, 242 B.R. at 155 (approving funding of employee incentive and severance program; business purpose requirement fulfilled because stabilizing turnover rate and increasing morale were necessary to successful reorganization).

-28-

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 30 of 37

29. The Debtor submits that ample business justification exists to sell the Purchased Assets pursuant to the Bidding Procedures. The sale of the Purchased Assets presents the best opportunity to maximize the value for the estate in light of the need to manage and transition the Purchased Assets to a purchaser. Further, the Debtor submits that the sale of the Purchased Assets must occur quickly to maximize value in this chapter 11 case and that extended time spent in chapter 11 increases the risk of business loss and value deterioration. Absent a reasonably prompt sale pursuant to the procedures and timelines proposed, the Debtor believes that the going-concern value of the Purchased Assets will be significantly compromised. The Debtor further believes that a targeted sale process is most likely to achieve the highest and best price for the Purchased Assets to emerge successfully from this case. The Debtor respectfully submits that the relief sought by this Motion is not only reasonable but necessary to maximize the value of its estate for the benefit of the Debtor and its stakeholders.

30. The Debtor has articulated ample business justification for the Sale and, through the measures and safeguards proposed in the Bidding Procedures, has guaranteed adequate notice to all creditors and the availability of a hearing on the Sale. Accordingly, the proposed Sale comports with the requirements of a § 363(b) sale as enunciated by the Seventh Circuit in *In re Schipper*. 933F.2d at 515.

E. The Sale of the Purchased Assets is Proposed in Good Faith under Section 363(m) of <u>the Bankruptcy Code</u>.

31. The Debtor requests that the Court find that the Successful Bidder is entitled to the benefits and protections provided by section 363(m) of the Bankruptcy Code in connection with the sale of the Purchased Assets.

32. Section 363(m) of the bankruptcy Code provides, in pertinent part:

-29-

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 31 of 37

The reversal or modification on appeal of an authorization under subsection (b) . . . of this section of a sale . . . of property does not affect the validity of a sale . . . under such authorization to an entity that purchased . . . such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale . . . were stayed pending appeal.

11 U.S.C. § 363(m).

33. Section 363(m) protects the purchaser of assets sold pursuant to section 363 from the risk that it will lose its interest in the purchased assets if the order allowing the sale is reversed on appeal. By its terms, section 363(m) applies to sales of interests in tangible assets. However, some courts have applied the protections of 363(m) to assignments of executory contracts as well. See In re Kmart Corp., No. 03 C 698, 2003 WL L956I49, at *3 (Bankr. N.D. Ill. April 23, 2003). As required by section 363(m), the Bidding Procedures have been proposed in good faith and provide for both the Debtor and any potential purchaser to act in good faith in negotiating the sale of the Purchased Assets and the assignment of the Contracts and Leases related thereto. To constitute lack of good faith, a party's conduct in connection with the sale must usually amount to "fraud, collusion between the purchaser and other bidders or the trustee or an attempt to take grossly unfair advantage of other bidders." In re Wieboldt Stores, Inc., 92 B.R. 309, 312 n.3 (Bankr. N.D. Ill. 1988) (quoting In re RockIndus. Mach. Corp., 572 F.2d 1195, 1198 (7th Cir. 1978)); see also In re Perona Bros., Inc., 186 B.R. 833, 839 (D.N.J. 1995); In re Bedford Springs Hotel, Inc., 99 B.R. 302, 305 (Bankr. W.D. Pa. 1989). Due to the absence of a bright line test for good faith, the determination is based on the facts of each case, concentrating on the "integrity of [an actor's] conduct during the sale proceedings." In re Pisces Leasing Corp., 66 B.R. 671, 673 (E.D.N.Y. 1986) (quoting In re Rock Indus. Mach. Corp., 572 F.2d 1 195, 1998) (7th Cir. 1978)).

-30-

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 32 of 37

34. As required by section 363(m), the Sale has been proposed in good faith. As will be demonstrated at the Sale Hearing, any sale agreement will be the culmination of a solicitation and negotiation process in which all parties will be represented by counsel. All negotiations have been and will continue to be conducted on an arm's length, good faith basis. Moreover, there is no evidence of fraud or collusion in connection with the proposed Sale.

35. Accordingly, under the circumstances, the Successful Bidder should be afforded the protections that section 363(m) provides to a good faith purchaser.

F. The Proposed Sale Satisfies the Requirements of Section 363(f) of the Bankruptcy <u>Code</u>.

36. Under section 363(f) of the Bankruptcy Code, a debtor may sell all or any part of its property free and clear of any and all liens, claims, or interests in such property if: (a) such a sale is permitted under applicable non-bankruptcy law; (b) the party asserting such a lien, claim, or interest consents to such sale; (c) the interest is a lien and the purchase price for the property is greater than the aggregate amount of all liens on the property; (d) the interest is the subject of a bona fide dispute; or (e) the party asserting the lien, claim, or, interest could be compelled, in a legal or equitable proceeding, to accept a money satisfaction for such interest. *See* 11 U.S.C. § 363(f); *see also In re Zeigler*, 320 B.R. at 387 (noting that section 363(f) of the Bankruptcy Code is written in the disjunctive; therefore, a court may approve a sale "free and clear" provided at least one of the subsections is met). Furthermore, courts have held that they have the equitable power to authorize sales free and clear of interests that are not specifically covered by section 363(f). *See, e.g., In re Trans World Airlines, Inc.*, 2001 WL 1820325, at*3, 6 (Bankr. D. Del. Mar. 27, 2001); *Volvo White Truck Corp. v. Chambersburg Beverage, Inc. (In re White Motor Credit Corp.)*, 75 B.R. 944, 948 (Bankr. N.D. Ohio 1987).

-31-

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 33 of 37

37. Because section 363(f) of the Bankruptcy Code is drafted in the disjunctive, satisfaction of any one of its five requirements will suffice to permit the Sale of the Purchased Assets free and clear of Encumbrances. *See, e.g., In re Kellstrom Indus., Inc.,* 282 B.R. 787, 793 (Bankr. D. Del. 2002) ("Section 363(f) is written in the disjunctive, not the conjunctive, and if any of the five conditions are met, the [d]ebtors have the authority to conduct the [s]ale free and clear of all liens.").

38. The Debtor submits that section 363(f) permits the Sale of the Purchased Assets free and clear of Encumbrances, except the Permitted Encumbrances because such Encumbrances will be adequately protected by attachment to the Sale Proceeds. Accordingly, the Purchased Assets should be transferred to the Successful Bidder free and clear of all Encumbrances, other than the Permitted Encumbrances, with such Encumbrances to attach to the Sale Proceeds.

G. Assumption and Assignment of Contracts and Leases Should be Approved

39. To facilitate and effectuate the sale of the Purchased Assets, the Debtor seeks authority to assume, assign and/or transfer various Contracts and Leases to the Successful Bidder. Section 365 of the Bankruptcy Code authorizes a debtor to assume and/or assign its executory contracts and unexpired leases, subject to the approval of the Court; provided that the defaults under such contracts and leases are cured and adequate assurance of future performance is provided. A debtor's decision to assume or reject an executory contract or unexpired lease must only satisfy the "business judgment rule" and will not be subject to review unless such decision is clearly an unreasonable exercise of such judgment. *See Group of Institutional Investors v. Chicago, Milwaukee, St. Paul & Pacific Ry. Co.*, 318 U.S. 523 (1943) (applying Bankruptcy Act section 77 subsection (b), predecessor to Bankruptcy Code Section 365, and

-32-

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 34 of 37

rejecting test of whether executory contract was burdensome in favor of whether rejection is within debtor's business judgment); *see also Lubrizol Enter., Inc. v. Richmond Metal Finishers, Inc.*, 756F.2d 1043, 1046-47 (4th Cir. 1985).

40. The meaning of "adequate assurance of future performance" depends on the facts and circumstances of each case, but should be given "practical, pragmatic construction." *See Carlisle Homes. Inc. v. Azzari (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 538 (Bankr. D. N.J. 1989). Among other things, adequate assurance may be given by demonstrating the assignee's financial health and experience in managing the type of enterprise or property assigned. *In re Bygaph, Inc.*, 56 B.R. 596, 605-06 (Bankr. S.D.N.Y. 1986) (finding adequate assurance of future performance present when the prospective assignee of a lease from the debtor has the financial resources and has expressed a willingness to devote sufficient funding to the business in order to give it a strong likelihood of succeeding; "chief determinant of adequate assurance of future performance is whether rent will be paid").

41. The Debtor believes that it can and will demonstrate that all requirements for assumption, assignment and/or transfer of the Assumed Contracts and Assumed Leases will be satisfied at the Sale Hearing. The Debtor, as required by the Bidding Procedures, will evaluate the financial wherewithal of all potential bidders before qualifying such bidders to bid for the Purchased Assets. Further, for the reasons stated throughout this Motion, the Debtor, in exercising its sound business judgment, believes that selling the Purchased Assets and assuming, assigning and/or transferring to the Successful Bidder or Back-Up Bidder the Assumed Contracts and Assumed Leases would be in the best interests of its estate. Moreover, as discussed above, the Debtor will provide all parties to the Assumed Contracts and Assumed Leases with notice and an opportunity to be heard.

-33-

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 35 of 37

H. <u>Waiver of Bankruptcy Rule 6004(h) and 6006(d) is Appropriate.</u>

42. Bankruptcy Rule 6004(h) provides that an "order authorizing the use, sale, or lease of property . . . is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Similarly, Bankruptcy Rule 6006(d) provides that "an order authorizing the trustee to assign an executory contract of unexpired lease . . . is stayed until the expiration of 14 days after the entry of the order, unless the court orders otherwise." The Debtor requests that the Sale Order be effective immediately by providing that the fourteen (14) day stay under Bankruptcy Rules 6004(h) and 6006(d) is waived.

43. The purpose of Bankruptcy Rules 6004(h) and 6006(d) is to provide sufficient time for an objecting party to appeal before an order can be implemented. *See* Advisory Committee Notes to Fed. R. Bankr. P. 6004(h) and 6006(d). Although Bankruptcy Rules 6004(h) and 6006(d) and the Advisory Committee Notes are silent as to when a court should "order otherwise" and eliminate or reduce the stay period, *Collier on Bankruptcy* suggests that the stay period should be eliminated to allow a sale or other transaction to close immediately "where there has been no objection to the procedure." 10 COLLIER ON BANKRUPTCY 6004.11 (16th rev. ed. 2011). Furthermore, *Collier* suggests that if an objection is filed and overruled, and the objecting party informs the court of its intent to appeal, the stay may be reduced to the amount of time actually necessary to file such appeal. *Id*.

44. The Debtor requests that the Bankruptcy Court waive the fourteen (14) day stay period under Bankruptcy Rules 6004(h) and 6006(d) or, in the alternative, if an objection to the Sale is filed, reduce the stay period to the minimum amount of time needed by the objecting party to file its appeal.

-34-

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 36 of 37

WAIVER OF PAGE LIMIT RESTRICTION

45. Given the complexity of issues addressed herein, the Debtor respectfully requests that the fifteen page limit established by Local Rule 5005-3(D) be waived for this Motion.

NOTICE

46. No trustee, examiner or official committee has been appointed in this chapter 11 case. Notice of this Motion has been provided to: (a) the Office of the United States Trustee for the Northern District of Illinois; (b) counsel to the Stalking Horse Bidder; (c) the creditors listed on the Debtor's list of 20 largest unsecured creditors; (d) the Debtor's prepetition secured lenders or their counsel, if known; and (e) all parties that have filed a request for notice pursuant to Bankruptcy Rule 2002. Notice of this Motion and any order entered hereon will be served in accordance with Local Rule 9013-1(D). In light of the nature of the relief requested herein, the Debtor submits that no other or further notice is required.

NO PRIOR REQUEST

47. No prior application or motion for the relief requested herein has been made by the Debtor to this or any other Court.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Case 17-32273 Doc 11 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Main Document Page 37 of 37

WHEREFORE, the Debtor respectfully requests entry of the Bidding Procedures Order, substantially in the form attached hereto as <u>Exhibit A</u>, and the Sale Order, substantially in the form attached hereto as <u>Exhibit B</u>, granting the relief requested herein and granting such other and further relief as the Court deems just and proper.

Dated: October 27, 2017 Chicago, Illinois Respectfully submitted,

CULLEN AND DYKMAN LLP

/s/ Michael H. Traison

S. Jason Teele, Esq. Nicole Stefanelli, Esq. The Legal Center One Riverfront Plaza Newark, New Jersey 07102 Telephone: (973) 849-0220 Facsimile: (973) 849-2020 <u>steele@cullenanddykman.com</u> nstefanelli@cullenanddykman.com

-and-

Michael H. Traison, Esq. 175 East Delaware Place Suite 7011 Chicago, Illinois 60611 Telephone: (312) 860-4230 mtraison@cullenanddykman.com

Proposed Counsel to the Debtor and Debtor-in-Possession

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 1 of 40

Exhibit A Bidding Procedures Order

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 2 of 40

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS (CHICAGO) EASTERN DIVISION

In re:

TEC-AIR, INC.,

Debtor.

Chapter 11

Case No.

ORDER APPROVING BIDDING PROCEDURES FOR THE SALE OF SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS; (B) APPROVING STALKING HORSE BID PROTECTIONS; (C) SCHEDULING AN AUCTION AND SALE HEARING; (D) APPROVING THE FORM AND MANNER OF NOTICE OF SALE, AUCTION, AND SALE HEARING; (E) ESTABLISHING NOTICE AND CONTRACT PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF ASSUMED <u>CONTRACTS AND ASSUMED LEASES; AND (F) GRANTING RELATED RELIEF</u>

Upon the motion (the "<u>Motion</u>") of Tec-Air, Inc., the above-captioned debtor and debtorin-possession (the "<u>Debtor</u>"), pursuant to sections 105(a), 363, 365, 503 and 507 of title 11 of the United States Code (the "<u>Bankruptcy Code</u>") and Rules 2002, 6003, 6004, 6006, 9007 and 9008 of the Federal Rules of Bankruptcy Procedure (the "<u>Bankruptcy Rules</u>"), for entry of an order (this "<u>Order</u>"), (a) approving the bidding procedures attached hereto as <u>Exhibit 1</u> (the "<u>Bidding</u> <u>Procedures</u>") in connection with the solicitation and acceptance of higher and better bids, pursuant to the asset purchase agreement attached to the Motion as <u>Exhibit B</u> (the "<u>Stalking Horse</u> <u>Bidder</u>") for the sale (the "<u>Sale</u>") of substantially all of the Debtor's assets (as defined in the Stalking Horse APA, the "<u>Purchased Assets</u>"); (b) approving the Break-Up Fee and Expense Reimbursement (together, the "<u>Stalking Horse Bid Protections</u>"); (c) scheduling a hearing for approval of the Sale (the "<u>Sale Hearing</u>") and setting objection deadlines with respect to the Sale;

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion or the Stalking Horse APA, as applicable.

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 3 of 40

(d) approving the form of notice of the Sale and related auction (the "<u>Auction</u>") attached hereto as <u>Exhibit 2</u> (the "<u>Sale Notice</u>"); (e) establishing procedures to determine Cure Costs and deadlines for objections to the potential assumption and assignment of the Assumed Contracts and Assumed Leases; and (f) granting related relief; and after due deliberation and good and sufficient cause appearing therefor;

THE COURT HEREBY FINDS AND CONCLUDES THAT:²

A. On October 27, 2017 (the "<u>Petition Date</u>"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor continues to operate and manage its business as a debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this Chapter 11 Case.

B. The United States Bankruptcy Court for the Northern District of Illinois (the "<u>Court</u>") 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). Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

C. The statutory and rule based predicates for the relief requested in the Motion are sections 105(a), 363, 365, 503 and 507 of the Bankruptcy Code and Bankruptcy Rules 2002, 6003, 6004, 6006, 9007, 9008.

D. Notice of the Motion having been given as set forth in the Motion is sufficient in light of the circumstances and the nature of the relief requested in the Motion and no other or further notice is necessary or required, except as otherwise set forth herein.

 $^{^2}$ The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 4 of 40

E. The Debtor has articulated good and sufficient reasons for the Court to grant the relief requested in the Motion regarding the Sale process, including, without limitation: (i) approving the Bidding Procedures; (ii) approving the Stalking Horse Bid Protections; (iii) scheduling the Auction and the Sale Hearing; (iv) approving the Sale Notice; and (v) approving the Cure Notice and Contract Procedures.

F. The Bidding Procedures attached hereto as <u>Exhibit 1</u> (including without limitation the Stalking Horse Bid Protections) were proposed and negotiated in good faith by the Debtor, and are fair, reasonable and appropriate under the circumstances, and are properly designed to maximize the recovery from any sale of the Purchased Assets.

G. The form and scope of the Sale Notice attached hereto as <u>Exhibit 2</u> is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Sale, the Sale Hearing and the Auction and no other and further notice is required.

H. The Contract Procedures and the notices related thereto, including the Cure Notice attached hereto as <u>Exhibit 3</u> are appropriate and reasonably calculated to provide all Contract Parties with proper notice of the potential assumption and assignment of the Assumed Contracts and Assumed Leases and any Cure Costs relating thereto and no further or other notice is required, except as set forth herein.

I. The entry of this Order is in the best interests of the Debtor, its estate, its creditors, and other parties in interest; and it is therefor

ORDERED, ADJUDGED AND DECREED THAT:

1. The relief requested in the Motion is GRANTED, as set forth herein.

2. The Bidding Procedures (including without limitation the Stalking Horse Bid Protections) and Contract Procedures are approved in all respects and the relief requested in the

-3-

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 5 of 40

Motion as it pertains to the Bidding Procedures (including without limitation the Stalking Horse Bid Protections) and Contract Procedures, is granted.

3. All objections to the relief requested in the Motion with respect to the Bidding Procedures (including without limitation the Stalking Horse Bid Protections) or the Contract Procedures that have not been withdrawn, waived, or settled as announced to the Court at the hearing on the Motion or as reflected in this Order or by stipulation or withdrawal filed with the Court, are overruled.

4. The Debtor is hereby authorized to enter into and execute the Stalking Horse APA and to perform its obligations under the Stalking Horse APA.

5. The Bidding Procedures attached hereto as <u>Exhibit 1</u> (including without limitation the Stalking Horse Bid Protections) are hereby approved and fully incorporated into this Order, shall apply with respect to the Auction and the proposed Sale of the Purchased Assets and, in the event of a conflict between the Bidding Procedures attached hereto as <u>Exhibit 1</u> (including without limitation the Stalking Horse Bid Protections) and this Order, the Bidding Procedures attached hereto as <u>Exhibit 1</u> (including without limitation the Stalking Horse Bid Protections) and this Order, the Bidding Procedures attached hereto as <u>Exhibit 1</u> (including without limitation the Stalking Horse Bid Protections) and this Order, the Bidding Protections) shall control.

6. The Debtor is authorized to take any and all actions necessary or appropriate, consistent with the terms of this Order, to implement the Bidding Procedures.

7. The Stalking Horse Bidder is hereby deemed a Qualified Bidder, whose bid as set forth in the Stalking Horse APA shall be deemed a Qualified Bid.

8. The Debtor, in consultation with the official committee of unsecured creditors (if one is appointed in this Chapter 11 Case) (the "<u>Committee</u>"), shall have the right to determine at

-4-

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 6 of 40

the Auction that any Qualified Bid other than the Stalking Horse Bid and Successful Bid shall be the Back-Up Bid.

9. Pursuant to the Bidding Procedures, a Potential Bidder that desires to make a bid shall deliver written copies of its bid to the parties identified in the Bidding Procedures no later than [December 1, 2017 at 12:00 p.m. (prevailing Central Time)] (the "<u>Bid Deadline</u>") and shall comply with all other requirements set forth in the Bidding Procedures in making such a bid for the Purchased Assets.

10. To the extent the Debtor receives at least one Qualified Bid, other than that of the Stalking Horse Bidder, the Debtor shall conduct the Auction commencing at [10:00 a.m. (prevailing Central Time) on December 5, 2017], at the offices of Polsinelli PC, 150 N. Riverside Plaza, Suite 3000, Chicago, Illinois 60606, or such later date and time as selected by the Debtor.

11. The Auction may be attended and viewed by the Debtor and its professionals, the Auction Participants, the Committee, if any, and its members and professionals. Any creditor wishing to attend the Auction may do so by contacting, no later than three (3) business days prior to the start of the Auction: Cullen and Dykman LLP, Attn: S. Jason Teele, Esq. (steele@cullenanddykman.com) and Nicole Stefanelli, Esq. (nstefanelli@cullenanddykman.com).

12. If the Debtor does not receive a Qualified Bid other than that of the Stalking Horse Bidder, the Debtor will not hold the Auction, and the Stalking Horse Bidder will be named the Successful Bidder. No later than 4:00 p.m. (prevailing Central Time) on the day that is one business day before the Auction, the Debtor shall notify all Qualified Bidders (including the Stalking Horse Bidder) and counsel to the Committee, if any, whether the Auction will occur.

-5-

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 7 of 40

13. Upon conclusion of the bidding at any Auction, the Auction shall be closed, and the Debtor, in consultation with the Committee, if any, shall (i) review each Qualified Bid and Overbid on the basis of financial and contractual terms and the factors relevant to the Sale process and the contract assumption process, including, without limitation, those factors affecting the speed and certainty of consummating the proposed Sale and the amount of the cash (or cash equivalents) consideration and (ii) identify the highest or otherwise best offer for the Purchased Assets (the "<u>Successful Bid</u>" and the entity submitting such Successful Bid, the "<u>Successful Bidder</u>"), the Back-Up Bid and the Back-Up Bidder and advise the Qualified Bidders of such determinations.

14. The Debtor shall file notice of the identity of the Successful Bidder, and the Backup Bidder, and the amount of the Successful Bid and Back-up Bid with the Court by the earlier of (a) twelve (12) hours after the close of the Auction and (b) noon the day after the close of the Auction. At that same time, the Debtor shall serve notice of the same by email or fax to all counterparties and creditors who have requested the same in writing from Debtor's counsel and have provided such counsel with their email addresses or fax numbers by no later than three (3) business days prior to the start of the Auction.

15. The Debtor, in its reasonable business judgment, in consultation with the Committee, if any, may (a) determine which Qualified Bid, if any, is the highest or otherwise best offer; and (b) reject, at any time before entry of an order of the Court approving a Qualified Bid, any bid that is (i) inadequate or insufficient; (ii) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, or the terms and conditions of the Sale; or (iii) contrary to the best interests of the Debtor, their estates, their creditors, or other stakeholders; <u>provided</u>, <u>however</u>, that notwithstanding anything contained herein or in any other related

-6-

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 8 of 40

pleading, the Debtor may not modify the Bidding Procedures in any way that would materially alter or impair the rights of the Stalking Horse Bidder under the Stalking Horse APA or this Order. All bids, including the Successful Bid, must comply with the Minimum Initial Bid requirements (as defined in the Motion).

16. The Debtor's presentation of a particular Qualified Bid other than the Stalking Horse Bid to the Court for approval does not constitute the Debtor's acceptance of such Qualified Bid. Other than as expressly set forth in the Bidding Procedures Order, the Debtor will be deemed to have accepted a bid only when the bid has been approved by the Court at the Sale Hearing.

17. After the Successful Bid, the next highest or otherwise best offer (the "<u>Back-Up</u> <u>Bid</u>"), as determined by the Debtor, in consultation with the Committee, if any, shall remain open, and the entity submitting such Back-Up Bid (the "<u>Back-Up Bidder</u>") shall be required to fully perform under such Back-Up Bid, until the earlier of consummation of the Sale with the Successful Bidder or sixty (60) days following the closing date contemplated in the Successful Bid. For the avoidance of doubt, the Stalking Horse Bidder shall not be required to serve as the Back-Up Bidder. In the event the Successful Bidder fails to consummate the Sale as a result of the Successful Bidder's default or breach under the applicable purchase agreement in accordance with the terms of such purchase agreement by the closing date contemplated in such purchase agreement, the Debtor shall be, among other things, free to enter into a new purchase agreement with the Back-Up Bidder at the purchase price contemplated in the Back-Up Bid. Following the approval of the Sale of the Purchased Assets to the Successful Bidder at the Sale Hearing, if such Successful Bidder fails to consummate the approved Sale within sixty (60) days after entry of an Order approving such Sale, the Debtor shall be authorized, in consultation with the Committee, if

-7-

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 9 of 40

any, but not required, to deem the Back-Up Bid, as disclosed at the Sale Hearing, the Successful Bid, and the Debtor may consummate the Sale to the Back-Up Bidder without further order of the Court.

18. The Sale Notice attached hereto as <u>Exhibit 2</u> is approved. The Sale Notice provides all parties in interest good and sufficient notice of the relief sought in the Motion, including, but not limited to, the Auction, the Bid Deadline, the Bidding Procedures (including without limitation the Stalking Horse Bid Protections), the Sale Hearing and the Sale.

19. Within two (2) days of the entry of the Bidding Procedures Order, the Debtor shall serve by first class mail, postage prepaid, copies of: (i) this Order and (ii) the Sale Notice upon the following entities: (a) the Office of the United States Trustee for the Northern District of Illinois; (b) counsel to the Stalking Horse Bidder; (c) the Debtor's prepetition secured lenders or their counsel, if known; (d) counsel to the Committee, if any; (e) all taxing authorities having jurisdiction over any of the Purchased Assets subject to the Sale, including the Internal Revenue Service; (f) the state/local environmental agencies in the jurisdictions where the Debtor leases real property; (g) all of the Debtor's known creditors; (h) all parties that have requested notice pursuant to Bankruptcy Rule 2002 as of the date prior to the date of entry of the Bidding Procedures Order; (i) all persons or entities known to the Debtor that have asserted a lien on, or security interest in, all or any portion of the Purchased Assets; and (j) any Potential Bidders previously identified or otherwise known to the Debtor.

20. The Contract Procedures, setting forth, among other things, the procedures for determining the Cure Costs and the deadline for objecting to the Cure Costs and/or the proposed assumption and assignment of executory contracts and unexpired leases, as provided in the Motion, are hereby approved in their entirety, except as modified herein. The Cure Notice

-8-

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 10 of 40

attached hereto as <u>Exhibit 3</u> provides proper notice to all parties in interest and is approved. The Debtor shall serve the Cure Notice on all Contract Parties by first class mail no later than fourteen (14) days before the Contract Objection Deadline and twenty-one (21) days prior to the Sale Hearing.

21. The Court shall conduct the Sale Hearing on December [__], 2017 at __:__.m. (prevailing Central Time), at which time the Court will consider approval of the Sale to the Successful Bidder and entry of the Sale Order.

22. Objections to (i) approval of the Sale and entry of the Sale Order, including the relief sought in the Motion that the sale of the Purchased Assets be free and clear of all Encumbrances pursuant to Bankruptcy Code section 363(f), with such Encumbrances to attach to the Sale Proceeds (if any) (a "Sale Objection") or (ii) proposed Cure Costs and/or the proposed assumption and assignment of Assumed Contracts and Assumed Leases, including, but not limited to, objections related to adequate assurance of future performance by the Successful Bidder (a "Contract Objection"), must be in writing, must conform to the Bankruptcy Rules and the Local Rules, must set forth the name of the objecting party, the basis for the objection and the specific grounds therefor, and shall be filed with the Court and served on (i) counsel to the Debtor, Cullen and Dykman LLP, Attn: S. Jason Teele, Esq. and Nicole Stefanelli, Esq., The Legal Center, One Riverfront Plaza, Newark, New Jersey 07102; (ii) counsel to the Stalking Horse Bidder, Meltzer, Purtill & Stelle LLC, Attn: Timothy W. Brink, Esq., 300 South Wacker Drive, Suite 2300, Chicago, Illinois 60606; (iii) counsel to the Committee, if any; and (iv) the Office of the United States Trustee for the Northern District of Illinois, 219 S. Dearborn Street, Room 873, Chicago, IL 60604, so as to be received by such parties prior to 4:00 p.m. (prevailing Central Time) on the date that is seven (7) days prior to the Sale Hearing (the "Sale Objection

-9-

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 11 of 40

<u>Deadline</u>" and "<u>Contract Objection Deadline</u>"); <u>provided</u>, <u>however</u>, that in the event the Auction results in a Successful Bidder other than the Stalking Horse Bidder, Contract Parties shall be able to assert an objection no later than two (2) hours before the Sale Hearing (the "<u>Alternate Contract</u> <u>Objection Deadline</u>") to the assignment of executory contracts and unexpired leases to such Successful Bidder, other than to the Cure Amount which shall be subject to the Contract Objection Deadline, with any such objection being heard at the Sale Hearing or at a later-scheduled hearing as the Court deems appropriate.

23. In the event (a) an Auction is conducted, the deadline for objections related to the conduct of the Auction itself shall be at the Sale Hearing and (b) in the event the Auction results in a Successful Bidder other than the Stalking Horse Bidder, the deadline for objections relating to (i) the form of Sale Order approving such Successful Bidder's asset purchase agreement, and (ii) the proposed asset purchase agreement between the Debtor and such Successful Bidder shall be at the Sale Hearing.

24. Unless a Contract Objection is filed and served before the Contract Objection Deadline or the Alternate Contract Objection Deadline, as applicable, all Contract Parties shall be (i) forever barred from objecting to the proposed Cure Costs and from asserting any additional cure or other amounts, and the Debtor and the Successful Bidder shall be entitled to rely solely upon the proposed Cure Costs set forth in the Cure Notice; (ii) deemed to have consented to the assumption or assumption and assignment of the Assumed Contracts and Assumed Leases; (iii) forever barred and estopped from asserting or claiming against the Debtor or the Successful Bidder that any additional amounts are due or other defaults exist, that conditions to assignment must be satisfied under such Assumed Contracts and Assumed Leases, including, without limitation, any consent rights, or that there is any objection or defense to the assumption and

-10-

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 12 of 40

assignment of such Assumed Contracts and Assumed Leases, including without limitation, adequate assurance of future performance; (iv) precluded from objecting to the Cure Costs (if any) and the assumption and assignment; and (v) barred and estopped from asserting or claiming that an Assumed Contract or Assumed Lease contains an enforceable consent right.

25. The Debtor, the Contract Party, and the Successful Bidder may consensually resolve any Contract Objection prior to, or after, the Sale Hearing. In the event the Contract Objection is not resolved, such Contract Objection will be heard at the Sale Hearing or thereafter. To the extent it is determined that the Cure Cost exceeds the amount set forth in the Cure Notice, the Successful Bidder may determine to not have such Contract or Lease assumed and assigned to it, in which case such Contract or Lease shall not be assumed and shall remain property of the Debtor's estate, subject to any further orders of the Court.

26. The Debtor is hereby authorized to share certain of the Contracts and Leases that contain confidentiality restrictions with Qualified Bidders, including the Stalking Horse Bidder, subject to the terms of the non-disclosure agreement by and between the Debtor and each Qualified Bidder, provided that each such Qualified Bidder requesting access to such confidential Contracts and Leases enters into a non-disclosure agreement with the Debtor, in a form acceptable to the Debtor.

27. In the event that the Court approves a transaction with a Qualified Bidder that is not the Stalking Horse Bidder, the Debtor is authorized and directed to pay to the Stalking Horse Bidder as compensation for the Stalking Horse Bidder's efforts in connection with the negotiation and execution of the Stalking Horse APA, and the transactions contemplated thereby, not later than the time of the closing of such transaction, in immediately available, good funds of the United States of America, (i) the Break-Up Fee in the amount of One Hundred Fifty

-11-

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 13 of 40

Thousand Dollars (\$150,000.00), and (ii) the Expense Reimbursement for reimbursement of its documented expenses incurred in connection with the Stalking Horse APA and the transactions contemplated thereby, including without limitation its out-of-pocket expenses incurred in connection with its due diligence investigation of the Debtor and the Business, and its reasonable attorneys' fees and expenses incurred in connection with the Stalking Horse APA and the transactions contemplated thereby, in an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000), in accordance with the provisions of Section 9.2 of the Stalking Horse APA. Stalking Horse Bidder shall have an allowed administrative priority claim in Debtor's bankruptcy case in the amount of the Break-Up Fee plus the Expense Reimbursement pursuant to section 503(b)(1)(A) of the Bankruptcy Code.

28. The Court finds that no consumer privacy ombudsman is required under section363(b)(1) of the Bankruptcy Code.

29. All Qualified Bidders are deemed to have submitted to the exclusive jurisdiction of the Court with respect to all matters between and among any Qualified Bidder and the Debtor related to the Auction and the Sale.

30. All of the dates set forth on the attached <u>Schedule 1</u> are hereby approved.

31. This Order shall constitute findings of fact and conclusions of law and shall take effect immediately upon execution hereof.

32. Notwithstanding the possible applicability of Bankruptcy Rule 6003 or 6004(h) or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry, and no automatic stay of execution shall apply to this Order.

-12-

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 14 of 40

The Court shall retain jurisdiction over any matters related to or arising from the 33. implementation of this Order and the Bidding Procedures.

Chicago, Illinois _____, 2017 Dated:

THE HONORABLE JANET S. BAER UNITED STATES BANKRUPTCY JUDGE

SCHEDULE 1

Deadline for Debtor to Serve Notice of Sale Hearing and Notice of Entry of Bidding Procedures Order	Within (2) days after entry of the Bidding Procedures Order
Deadline for Debtor to Serve Cure Notices	On or before the date that is twenty-one (21) days prior to the Sale Hearing
Bid Deadline	[December 1, 2017 at 12:00 p.m. (prevailing Central Time)]
Deadline to Object to Cure Amounts	(7) days before the Sale Hearing
Deadline to Object to Assumption and Assignment of Contracts and Leases to Stalking Horse Bidder	(7) days before the Sale Hearing
Sale Objection Deadline	(7) days before the Sale Hearing
Auction, if necessary	[December 5, 2017 at 10:00 a.m. (prevailing Central Time)]
Deadline of Debtor to File and Serve Notice of Winning Bidder and Amount of Bid	The earlier of (a) twelve (12) hours after the close of the Auction and (b) noon the day after the close of the Auction
Deadline to Object to Adequate Assurance of Successful Bidder <i>other than</i> Stalking Horse	If a bid other than the Stalking Horse APA is the Successful Bid then parties shall have until the Alternate Contract Objection Deadline (i.e., two (2) hours before the Sale Hearing)
Sale Hearing	December [], 2017 at:m. (prevailing Central Time)

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 16 of 40

> Exhibit 1 to Bidding Procedures Order Bidding Procedures

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS (CHICAGO) EASTERN DIVISION

In re:

TEC-AIR, INC.,

Debtor.

Chapter 11

Case No.

BIDDING PROCEDURES

On October 27, 2017, Tec-Air, Inc., the above-captioned debtor and debtor-in-possession (the "Debtor"), entered into an Asset Purchase Agreement (the "Stalking Horse APA") with Chatterjee Management Company (the "Stalking Horse Bidder") pursuant to which the Stalking Horse Bidder proposes to purchase, acquire, and take assignment and delivery of, free and clear of all liens, claims, encumbrances, and other interests (except as otherwise provided in the Stalking Horse APA), substantially all of the Debtor's assets (as defined in the Stalking Horse APA, the "Purchased Assets"). On [_____], 2017, the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court") entered the Order Approving Bidding Procedures for the Sale of Substantially All of the Debtor's Assets; (B) Approving Stalking Horse Bid Protections; (C) Scheduling an Auction and Sale Hearing; (D) Approving the Form and Manner of Notice of Sale, Auction, and Sale Hearing; (E) Establishing Notice and Contract Procedures for the Assumption and Assignment of Assumed Contracts and Assumed Leases; and (F) Granting Related Relief (the "Bidding Procedures Order"),¹ by which the Bankruptcy Court approved the procedures set forth below (the "Bidding Procedures") to effectuate the sale of the Purchased Assets (the "Sale"). The Bidding Procedures are designed to

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Order or the Stalking Horse APA, as applicable.

facilitate a full, open and fair bidding process to maximize the value of the Purchased Assets for the benefit of the Debtor's creditors, stakeholders, and the bankruptcy estate.

DUE DILIGENCE

In order to access diligence materials and information related to the Debtor's assets, each potential bidder (a "<u>Potential Bidder</u>") must first deliver (unless previously delivered) to the Debtor's investment banker and counsel (as identified below) the following items prior to the Bid Deadline (defined below) (collectively, the "<u>Participation Requirements</u>"):

- (a) <u>Confidentiality Agreement</u>. An executed confidentiality agreement in form and substance reasonably acceptable to the Debtor; and
- (b) <u>Identification of Potential Bidder</u>. Identification of the Potential Bidder and any principals and representatives thereof who are authorized to appear and act on their behalf for all purposes regarding the contemplated Sale.

Upon satisfaction of the Participation Requirements, the Debtor will afford each Potential Bidder due diligence access to the Debtor's assets; <u>provided</u>, <u>however</u>, that (i) the Debtor shall have the right, in consultation with any official committee of unsecured creditors appointed in the chapter 11 case (the "<u>Committee</u>"), to reasonably limit the due diligence provided to competitors; and (ii) the Debtor will have no obligation to provide due diligence access after the Bid Deadline. If the Debtor determines, in consultation with the Committee, if any, that a Potential Bidder does not constitute a Qualified Bidder (defined below), then such Potential Bidder's access to due diligence materials or additional non-public information shall terminate. The Debtor has designated its investment banker, Three Twenty-One Capital Partners, 2205 Warwick Way Suite 310, Marriottsville, MD 21104, Attn: Ervin M. Terwilliger, (E-mail: erv@321capital.com, Phone: 443-325-5290, ext. 201), to coordinate all reasonable requests from Potential Bidders for additional information and due diligence access. The Debtor and its representatives are not responsible for, and will bear no liability with respect to, any information obtained by any Qualified Bidder in connection with the Sale of the Purchased Assets.

The Stalking Horse Bidder shall be afforded the same due diligence access as is intended to be afforded to any Potential Bidder that satisfies the Participation Requirements; provided, <u>however</u>, that any such due diligence access shall not confer upon the Stalking Horse Bidder any additional rights to terminate the Stalking Horse APA.

BIDDING PROCESS

The Debtor and its advisors shall (i) determine, in consultation with the Committee, if any, whether a Potential Bidder is a Qualified Bidder; (ii) coordinate efforts of the Potential Bidders in conducting their due diligence investigation; (iii) receive offers from the Qualified Bidders; and (iv) negotiate the offers made to purchase the Purchased Assets (collectively, the "<u>Bidding Process</u>"). Except as otherwise provided herein, the Debtor shall have the right, after consultation with each Qualified Bidder and the Committee, if any, to adopt such other rules for

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 19 of 40

the Bidding Process (including rules that may depart from those set forth herein) that will better promote the goals of the Bidding Process, that are consistent with the Debtor's fiduciary duties, and that are not inconsistent with any of the other provisions hereof, the Bidding Procedures Order, or any other Bankruptcy Court order; <u>provided</u>, <u>however</u>, that notwithstanding anything contained herein or in any other related pleading, the Debtor may not modify the Bidding Procedures in any way that would materially alter or impair the rights of the Stalking Horse Bidder under the Stalking Horse APA or the Bidding Procedures Order.

A. <u>Designation as Qualified Bidder</u>

In order to be eligible to participate in the Auction (defined below) for the Purchased Assets, each Potential Bidder, other than the Stalking Horse Bidder or its designee or assignee, must be determined by the Debtor, in consultation with the Committee, if any, to have submitted a Qualified Bid (each, a "Qualified Bidder"). The Debtor shall have the right, in consultation with the Committee, if any, to determine whether a bidder is a Qualified Bidder.

The Stalking Horse Bidder is a Qualified Bidder, and the Stalking Horse Bidder's bid is a Qualified Bid.

In order for any Potential Bidder to be considered a Qualified Bidder (other than the Stalking Horse Bidder and its designee or assignee, who are already considered Qualified Bidders), such Potential Bidder must submit a written offer (a "Qualified Bid") such that it is received prior to the Bid Deadline and meets the following criteria:

- (a) <u>Purchased Assets</u>. Each bid must be a bulk bid to purchase all or substantially all of the Purchased Assets, and must clearly state which liabilities of the Debtor the Qualified Bidder is agreeing to assume.
- (b) <u>Initial Minimum Overbid</u>. Each bid must provide for the assumption of the Assumed Liabilities and the aggregate consideration proposed by each bid must equal or exceed the sum of (collectively, the "<u>Initial Minimum Overbid</u>"):
 - (i) cash in an amount equal to \$4,000,000.00; <u>plus</u>
 - (ii) assumption of the Cure Costs and Supplier Obligations up to an aggregate amount of \$600,000; <u>plus</u>
 - (iii) cash equal to the sum of the Break-Up Fee plus the Expense Reimbursement (i.e., \$300,000.00), subject to confirmation of the amount of the Expense Reimbursement by the Debtor, after consultation with the Stalking Horse Bidder and the Committee, if any, prior to (and to be announced at) the Auction; plus
 - (iv) \$100,000.00 in cash.

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 20 of 40

- (c) <u>Deposit</u>. Each bid must be accompanied by a cash deposit in the amount equal to Two Hundred Thousand and 00/100 Dollars (\$200,000.00) to be held in an interest-bearing escrow account to be identified and established by the Debtor (the "<u>Deposit</u>").
- (d) <u>Executed and Marked Asset Purchase Agreement</u>. Each bid must include a redlined copy of the Stalking Horse APA (the "<u>Modified APA</u>") to show all changes requested by the Qualified Bidder, including those related to the purchase price in accordance with subsection (b) above, and identify each Contract and Lease to be assumed thereunder.
- (e) <u>No Contingencies</u>. A bid may not be conditioned on obtaining internal approval, obtaining financing or on the outcome or review of due diligence, and a bid shall not contain any contingencies to the validity, effectiveness, and/or binding nature of the bid beyond those contained and that remain effective in the Stalking Horse APA.
- (f) <u>Legal Capacity</u>. Each bid must be accompanied by documentation that, in the Debtor's reasonable business judgment, in consultation with the Committee, if any, demonstrates that the Potential Bidder has the legal capacity to fund a purchase price in the amount of the Initial Minimum Overbid as set forth above, and otherwise consummate the proposed transaction.
- (g) <u>Authorization to Bid</u>. Each bid must include evidence of authorization and approval from such Qualified Bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the Modified APA.
- (h) <u>Irrevocability; Back-Up Bidder</u>. Each bid must be irrevocable (in the form resulting from any modifications that may be made prior to or at the Auction) until the end of the Business Day following the Closing, and contain an agreement for the Qualified Bidder to be a Back-Up Bidder (defined below).
- (i) <u>No Fees Payable to Qualified Bidder</u>. A bid may not request or entitle the Qualified Bidder to any break-up fee, termination fee, expense reimbursement or similar type of payment.
- (j) <u>Financing Sources</u>. Each bid must contain evidence of the ability to consummate the Sale satisfactory to the Debtor, in consultation with the Committee, if any, with appropriate contact information for all such financing sources (whether cash or borrowings) and may not contain any financing contingency (or conditions to borrowings).

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 21 of 40

(k) <u>Other Evidence</u>. Each bid must contain evidence satisfactory to the Debtor, in its reasonable discretion, in consultation with the Committee, if any, that the Qualified Bidder (based on availability of financing, experience and other considerations or conditions) will be able to timely consummate the Sale to purchase the Purchased Assets if selected as the Successful Bidder.

B. <u>Bid Deadline</u>

The deadline for a Potential Bidder to submit a bid (other than the Stalking Horse Bidder or its designee or assignee) shall be [December 1, 2017 at 12:00 p.m. (prevailing Central Time)] (the "<u>Bid Deadline</u>"). A bid received after the Bid Deadline shall not constitute a Qualified Bid.

Prior to the Bid Deadline, a Potential Bidder shall deliver a written copy of its bid via email (in .pdf or similar format) to: (i) Three Twenty-One Capital Partners, Attn: Ervin M. Terwilliger, (erv@321capital.com) and (ii) Debtor's counsel, Cullen and Dykman LLP, Attn: S. Jason Teele, Esq. (steele@cullenanddykman.com) and Nicole Stefanelli, Esq. (nstefanelli@cullenanddykman.com). Counsel to the Debtor shall promptly provide email copies of such bids to counsel to the Committee, if any.

Promptly upon determining that any Potential Bidder's bid is a Qualified Bid, counsel for the Debtor shall provide copies of such bid or bids to counsel for the Stalking Horse Bidder.

AUCTION

Only in the event that the Debtor receives at least one (1) Qualified Bid (other than that of the Stalking Horse Bidder) by the Bid Deadline, the Debtor shall conduct an auction (the "<u>Auction</u>") of the Purchased Assets to determine the highest or otherwise best bid with respect to the Purchased Assets. No later than 4:00 p.m. (prevailing Eastern Time) on the day that is one business day before the Auction, the Debtor will notify all Qualified Bidders and respective counsel to the Committee, if any, and the Stalking Horse Bidder whether the Auction will occur and will provide each Qualified Bidder with copies of all Qualified Bids.

The Auction will take place at 10:00 a.m. (prevailing Central Time) on [December 5, 2017], at the offices of Polsinelli PC, 150 N. Riverside Plaza, Suite 3000, Chicago, Illinois 60606, or such later date and time as selected by the Debtor. The Auction will be conducted in a timely fashion according to the following procedures:

A. <u>Participation in the Auction</u>

The only persons or entities who will be permitted to bid at the Auction are the authorized representatives of each Qualified Bidder, including the Stalking Horse Bidder (collectively, the "<u>Auction Participants</u>"). Each Qualified Bidder must attend the Auction in person in order to bid at the Auction. While only the Auction Participants may bid at the Auction, the Auction may be attended and viewed also by the Debtor, its professionals, Auction Participants, the Committee, if any, and its members and professionals.

Any creditor wishing to attend the Auction, no later than three (3) business days prior to the start of the Auction, must contact Debtor's counsel, Cullen and Dykman LLP, Attn: S. Jason Teele, Esq. (steele@cullenanddykman.com) and Nicole Stefanelli, Esq. (nstefanelli@cullenanddykman.com).

B. <u>Baseline Bid</u>

The Debtor and its professional advisors shall direct and preside over the Auction. At the beginning of the Auction, the Debtor and its professional advisors will, in consultation with the Committee, if any, announce the highest Qualified Bid received by the Bid Deadline which shall serve as the baseline bid at the Auction (the "<u>Baseline Bid</u>"). All bids made thereafter shall be Overbids (defined below), and shall be made and received on an open basis, and all material terms of each bid shall be fully disclosed to all other Qualified Bidders, including the Stalking Horse Bidder. The Auction shall be transcribed and all bids shall be made on the record and announced at the Auction, including the Baseline Bid, all Overbids, and the Successful Bid (defined below).

C. <u>Terms of Overbids</u>

An "<u>Overbid</u>" is any bid made at the Auction subsequent to the Debtor's announcement of the Baseline Bid. Any Overbid following the Baseline Bid shall be at least \$25,000.00, and each subsequent Overbid must be made in increments of at least \$25,000.00 over the previous highest or best bid (the "<u>Minimum Overbid Increments</u>"), which amount may be modified by the Debtor in its sole discretion; <u>provided</u>, <u>however</u>, that the Stalking Horse Bidder shall be permitted to bid all or any portion of the Break-Up Fee or Expense Reimbursement as part of any overbid it submits at the Auction.

Any Overbid made by a Qualified Bidder (including with respect to any Back-Up Bid (defined below)) must remain open and binding on the Qualified Bidder until and unless the Debtor accepts a higher Qualified Bid as an Overbid. The Debtor shall announce at the Auction the material terms of each Overbid and the basis for calculating the total consideration offered in each such Overbid.

D. <u>Determination and Rejection of Bids.</u>

The Debtor, in its reasonable business judgment, after consultation with the Committee, if any, may (a) determine which Overbid, if any, is the highest or otherwise best offer; and (b) reject, at any time before entry of an order of the Bankruptcy Court approving an Overbid, any bid that is (i) inadequate or insufficient; (ii) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, the Bidding Procedures Order or the terms and conditions of the Sale; or (iii) contrary to the best interests of the Debtor, its estate, its creditors and other stakeholders.

The Debtor reserves the right, in its reasonable business judgment, and in consultation with the Committee, if any, to adjourn the Auction one or more times to, among other things, (i) facilitate discussions between the Debtor and Qualified Bidders, (ii) allow Qualified Bidders to consider how they wish to proceed, and (iii) provide Qualified Bidders the opportunity to provide the Debtor with such additional evidence as the Debtor, in its reasonable business judgment, may require, that the Qualified Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed transaction at the prevailing Overbid amount.

E. <u>Closing the Auction</u>

Upon conclusion of the bidding process, the Auction shall be closed, and the Debtor, in consultation with the Committee, if any, shall (i) review each Qualified Bid on the basis of financial and contractual terms and the factors relevant to the Sale process, including those factors affecting the speed and certainty of consummating the Sale and the amount of the cash (or cash equivalents) consideration, and (ii) determine the highest or otherwise best offer for the Purchased Assets (the "<u>Successful Bid</u>"), the entity submitting such Successful Bid (the "<u>Back-Up Bid</u>") and the entity submitting such Back-Up Bid (the "<u>Back-Up Bidder</u>"); and advise the Qualified Bidders of such determinations. The Back-Up Bid shall remain open, and the Back-Up Bidder shall be required to fully perform under such Back-Up Bid, until the earlier of consummation of the Sale with the Successful Bidder or sixty (60) days following the closing date contemplated in the Successful Bid. For the avoidance of doubt, the Stalking Horse Bidder shall not be required to serve as the Back-Up Bidder.

The Debtor shall file notice of the identity of the Successful Bidder, and the Back-Up Bidder, and the amount of the Successful Bid and Back-Up Bid with the Bankruptcy Court by the earlier of (a) twelve (12) hours after the close of the Auction and (b) noon the day after the close of the Auction. At that same time, the Debtor shall serve notice of the same by email or fax to all counterparties and creditors who have requested the same in writing from Debtor's counsel and have provided such counsel with their email addresses or fax numbers by no later than three (3) business days prior to the start of the Auction.

F. <u>No Collusion; Good-Faith Bona Fide Offer.</u>

Each Qualified Bidder, including the Stalking Horse Bidder, participating at the Auction will be required to confirm on the record at the Auction that (i) it has not engaged in any collusion with respect to the bidding, and (ii) its Qualified Bid is a good-faith *bona fide* offer and it intends to consummate the proposed transaction if selected as the Successful Bidder.

G. <u>Consent to Jurisdiction as Condition to Bidding</u>

Each Qualified Bidder, including the Stalking Horse Bidder, participating at the Auction shall be deemed to have consented to the exclusive jurisdiction of the Bankruptcy Court and to have waived any right to a jury trial in connection with any disputes among any Qualified Bidder and the Debtor relating to the Auction and the construction and enforcement of the Qualified Bidder's contemplated Sale documents, as applicable.

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 24 of 40

SALE HEARING

A hearing to consider approval of the Sale of the Purchased Assets to the Successful Bidder (or to approve the Stalking Horse APA if no Auction is held) (the "<u>Sale Hearing</u>") is currently scheduled to take place on [December __], 2017, at __:00 a.m. (prevailing Central Time), or as soon thereafter as counsel may be heard, before the Honorable Janet S. Baer in Courtroom 615 in the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604.

STALKING HORSE APA

Notwithstanding anything in these Bidding Procedures to the contrary, the Stalking Horse APA and related transaction documents will remain in full force and effect until such agreements have terminated in accordance with their respective terms.

BID PROTECTIONS

In the event that the Debtor consummates a transaction with a Qualified Bidder that is not the Stalking Horse Bidder, then the Debtor will pay to the Stalking Horse Bidder as compensation for the Stalking Horse Bidder's efforts in connection with the negotiation and execution of the Stalking Horse APA, and the transactions contemplated thereby, (i) a break-up fee in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) (the "<u>Break-Up Fee</u>"), and (ii) reimbursement of its documented expenses incurred in connection with the Stalking Horse APA and the transactions contemplated hereby, including without limitation its out-ofpocket expenses incurred in connection with its due diligence investigation of the Debtor and the Business, and its reasonable attorneys' fees and expenses incurred in connection with the Stalking Horse APA and the transactions contemplated hereby, in an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000) (the "<u>Expense Reimbursement</u>"), in accordance with the provisions of Section 9.2 of the Stalking Horse APA.

RETURN OF DEPOSIT

The Deposit of the Successful Bidder will be applied to the purchase price of such transaction at closing. The Deposits for each Qualified Bidder will be held in one or more interest-bearing escrow accounts on terms acceptable to the Debtor in its sole discretion and will be returned (other than with respect to the Stalking Horse Bidder, the Successful Bidder, and the Back-Up Bidder) within three (3) business days after the Auction. Upon the return of the Deposits, their respective owners will receive any and all interest that will have accrued thereon.

If a Successful Bidder fails to consummate a proposed transaction because of a breach by such Successful Bidder, the Debtor will not have any obligation to return the Deposit deposited by such Successful Bidder, which may be retained by the Debtor as liquidated damages, in addition to any and all rights, remedies, or causes of action that may be available to the Debtor, and the Debtor will be free to consummate the proposed transaction with the applicable Back-Up Bidder without the need for an additional hearing or order of the Bankruptcy Court. Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 25 of 40

RESERVATION OF RIGHTS

The Debtor reserves its rights to modify these Bidding Procedures in its reasonable business judgment in any manner that will best promote the goals of the bidding process, or impose, at or prior to the Auction, additional customary terms and conditions on the sale of the Purchased Assets, including, without limitation: (a) extending the deadlines set forth in these Bidding Procedures; (b) adjourning the Auction at the Auction and/or adjourning the Sale Hearing in open court without further notice; (c) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction; (d) canceling the Auction; (e) rejecting any or all bids or Qualified Bids (except for the Stalking Horse Bidder's bid); and (f) adjusting the amount of the Minimum Overbid Increment, including by requesting that Qualified Bidders submit last or final bids on a "blind" basis.

Notwithstanding the foregoing and subject in all respects to the Stalking Horse APA, the Debtor may not alter, impair or modify the Stalking Horse Bidder's rights and obligations under the Stalking Horse APA and the Bidding Procedures Order as part of any bid at the Auction or otherwise.

* * * * *

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 26 of 40

> Exhibit 2 to Bidding Procedures Order Sale Notice

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS (CHICAGO) EASTERN DIVISION

In re:

Chapter 11

TEC-AIR, INC.,

Debtor.

Case No.

NOTICE OF BID DEADLINE, AUCTION, AND SALE HEARING IN CONNECTION <u>WITH THE SALE OF SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS</u>

PLEASE TAKE NOTICE THAT:

1. On October 27, 2017, Tec-Air, Inc., the above-captioned debtor and debtor-inpossession (the "Debtor"), filed the Debtor's Motion for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially All of the Debtor's Assets; (B) Approving Stalking Horse Bid Protections; (C) Scheduling an Auction and Sale Hearing; (D) Approving the Form and Manner of Notice of Sale, Auction, and Sale Hearing; (E) Establishing Notice and Contract Procedures for the Assumption and Assignment of Assumed Contracts and Assumed Leases; and (F) Granting Related Relief; and (II)(A) Authorizing and Approving the Sale Free and Clear of Liens, Claims, Interests, and Encumbrances; (B) Authorizing the Assumption and Assignment of Executory Contracts and Leases; and (C) Granting Related Relief (the "Sale Motion") with the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court").

2. The Debtor has entered into an Asset Purchase Agreement (the "Stalking Horse <u>APA</u>") with Chatterjee Management Company (the "Stalking Horse Bidder") pursuant to which the Stalking Horse Bidder proposes to purchase, acquire, and take assignment and delivery of substantially all of the Debtor's assets (as defined in the Stalking Horse APA, the "Purchased Assets"), free and clear of all liens, claims, encumbrances, defenses (including, without limitation, rights of setoff) and interests, including, without limitation, security interests of whatever kind or nature, mortgages, conditional sales or title retention agreements, pledges, deeds of trust, hypothecations, liens, encumbrances, assignments, preferences, debts, easements, charges, suits, licenses, options, rights-of-recovery, judgments, orders and decrees of any court or foreign or domestic governmental entity, taxes (including foreign, state and local taxes), licenses, covenants, restrictions, indentures, instruments, leases, options, off-sets, claims for reimbursement, contribution, indemnity or exoneration, successor, product, environmental, tax, labor, ERISA, CERCLA, alter ego and other liabilities, causes of action, contract rights and claims, to the fullest extent of the law, in each case, of any kind or nature (including, without limitation, all "claims" as defined in section 101(5) of the Bankruptcy Code), known or unknown, whether pre-petition or post-petition, secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 28 of 40

or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, statutory or non-statutory, matured or unmatured, legal or equitable to the maximum extent permitted by section 363 of the Bankruptcy Code (the "<u>Sale</u>").

3. On [_____], 2017, the Bankruptcy Court entered the Order Approving Bidding Procedures for the Sale of Substantially All of the Debtor's Assets; (B) Approving Stalking Horse Bid Protections; (C) Scheduling an Auction and Sale Hearing; (D) Approving the Form and Manner of Notice of Sale, Auction, and Sale Hearing; (E) Establishing Notice and Contract Procedures for the Assumption and Assignment of Assumed Contracts and Assumed Leases; and (F) Granting Related Relief (the "Bidding Procedures Order"),¹ by which the Bankruptcy Court approved the bidding procedures to effectuate the Sale of the Purchased Assets (the "Bidding Procedures").

4. The Debtor is soliciting offers for the purchase of the Purchased Assets consistent with the Bidding Procedures. All interested bidders should carefully read the Bidding Procedures and Bidding Procedures Order and are invited to contact the Debtor's proposed investment banker, Three Twenty-One Capital Partners, 2205 Warwick Way Suite 310, Marriottsville, MD 21104, Attn: Ervin M. Terwilliger, (E-mail: erv@321capital.com, Phone: 443-325-5290, ext. 201). The Bid Deadline is [December 1, 2017 at 12:00 p.m. (prevailing Central Time)].

5. Consistent with the Bidding Procedures Order, if the Debtor receives one or more Qualified Bids in addition to the bid of the Stalking Horse Bidder on or before the Bid Deadline, the Debtor shall conduct the Auction for the purpose of determining the highest or otherwise best bid for the Purchased Assets. The Auction shall be organized by the Debtor's professionals and conducted at the offices of Polsinelli PC, 150 N. Riverside Plaza, Suite 3000, Chicago, Illinois 60606 on [December 5, 2017 at 10:00 a.m. (prevailing Central Time)], or such other location and time as may be announced prior to the Auction to all Qualified Bidders, the U.S. Trustee and any official committee of unsecured creditors formed in this chapter 11 case (the "Committee"). The Auction will be recorded and transcribed by an authorized court reporter. If only the Stalking Horse Bidder is a Qualified Bidder as of the Bid Deadline, the Auction will be deemed canceled and the Stalking Horse Bidder shall be deemed the Successful Bidder, and the Debtor will seek authority to consummate the Sale as contemplated in the Stalking Horse APA. The Debtor, its professionals, the Committee, if any, Qualified Bidders and their respective members and professionals, and creditors and their respective counsel, financial advisors, and/or other authorized representatives may attend the Auction. The time and place of the Auction may change with notice. The Debtor shall file notice of any such change with the court, and shall serve such notice by email or fax on all creditors who notified Debtor's counsel of their intention to attend the Auction, as well as on all Qualified Bidders and the Committee, if any.

¹ This Notice is subject to the full terms and conditions of the Bidding Procedures and the Bidding Procedures Order, which shall control in the event of any conflict. The Debtor encourages parties in interest to review such documents in their entirety and consult an attorney if they have questions or want advice. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Stalking Horse APA or Bidding Procedures Order, as applicable.

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 29 of 40

6. Any creditor wishing to attend the Auction, no later than three (3) business days prior to the start of the Auction, must contact Debtor's counsel, Cullen and Dykman LLP, Attn: S. Jason Teele, Esq. (steele@cullenanddykman.com) and Nicole Stefanelli, Esq. (nstefanelli@cullenanddykman.com).

7. The Debtor will seek approval of the Sale at a hearing scheduled to commence at **December** [__], 2017 at __:__.m. (prevailing Central Time) (the "<u>Sale Hearing</u>") before the Honorable Janet S. Baer in Courtroom No. 615 in the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604. The Sale Hearing may be adjourned from time-to-time without further notice to creditors or parties in interest other than by announcement of the adjournment in open court or on the Bankruptcy Court's docket.

8. The Debtor shall file notice of the identity of the Successful Bidder, and the Backup Bidder, and the amount of the Successful Bid and Back-Up Bid with the Court by the earlier of (a) twelve (12) hours after the close of the Auction and (b) noon the day after the close of the Auction. At that same time, the Debtor shall serve notice of the same by email or fax to all counterparties and creditors who have requested the same in writing from Debtor's counsel, Cullen and Dykman LLP, Attn: S. Jason Teele, Esq. (steele@cullenanddykman.com) and Nicole Stefanelli, Esq. (nstefanelli@cullenanddykman.com), by no later than three (3) business days prior to the start of the Auction.

9. At the Sale Hearing, the Bankruptcy Court may enter such orders as it deems appropriate under applicable law and as required by the circumstances and equities of this chapter 11 case, and the Debtor, subject to the terms of the Successful Bidder's asset purchase agreement, may seek entry of an order which provides, except with respect to any Assumed Liabilities, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade creditors, litigation claimants and other creditors, holding liens, claims, encumbrances or interests of any kind or nature whatsoever against or in all or any portion of the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated or subordinate), arising under or out of, in connection with, or in any way relating to the Debtor, the Purchased Assets, the operation of the Debtor's business prior to the Closing Date or the transfer of the Purchased Assets to the Successful Bidder, except as expressly set forth in the Stalking Horse APA with respect to the Assumed Liabilities and Permitted Encumbrances (as defined in the Stalking Horse APA), that all such persons are forever prohibited and permanently enjoined from (i) commencing or continuing in any manner any action or other proceeding, the employment of process, or any act (whether in law or equity, in any judicial, administrative, arbitral, or other proceeding) to collect or recover any interest; (ii) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order with respect to an interest, (iii) creating, perfecting, or enforcing any interest, or (iv) asserting any right of subrogation of any kind with respect to an interest, in each case as against the Successful Bidder or its designee, any of their respective affiliates or subsidiaries, or any of their respective representatives, or any of their respective property or assets, including the Purchased Assets.

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 30 of 40

10. Objections to approval of the Sale, including the relief sought in the Sale Motion that the sale of the Purchased Assets be free and clear of all Encumbrances pursuant to section 363(f) of the Bankruptcy Code, with such Encumbrances to attach to the Sale Proceeds (if any) (a "Sale Objection") must be in writing, must conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court for the Northern District of Illinois, must set forth the name of the objecting party, the basis for the objection and the specific grounds therefor, and shall be filed with and filed with the Bankruptcy Court and served on (i) counsel to the Debtor, Cullen and Dykman LLP, Attn: S. Jason Teele, Esq. and Nicole Stefanelli, Esq., The Legal Center, One Riverfront Plaza, Newark, New Jersey 07102; (ii) counsel to the Stalking Horse Bidder, Meltzer, Purtill & Stelle LLC, Attn: Timothy W. Brink, Esq., 300 South Wacker Drive, Suite 2300, Chicago, Illinois 60606; (iii) counsel to the Committee, if any; and (iv) the Office of the United States Trustee for the Northern District of Illinois, 219 S. Dearborn Street, Room 873, Chicago, IL 60604, so as to be received by such parties prior to 4:00 p.m. (ET) on the date that is seven (7) days prior to the Sale Hearing (the "Sale Objection Deadline").

11. In the event (a) an Auction is conducted, the deadline for objections related to the conduct of the Auction itself shall be at the Sale Hearing and (b) in the event the Auction results in a Successful Bidder other than the Stalking Horse Bidder, the deadline for objections relating to (i) the form of Sale Order approving such Successful Bidder's asset purchase agreement, and (ii) the proposed asset purchase agreement between the Debtor and such Successful Bidder shall be at the Sale Hearing.

12. You may obtain a copy of the Sale Motion, the Stalking Horse APA, the Bidding Procedures and the Bidding Procedures Order, including all exhibits thereto, by sending a written request to the Debtor's undersigned counsel.

CONSEQUENCES OF FAILING TO TIMELY FILE AND SERVE AN OBJECTION

ANY PARTY OR ENTITY WHO FAILS TO TIMELY MAKE AN OBJECTION TO THE SALE ON OR BEFORE THE SALE OBJECTION DEADLINE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER WILL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE SELLING DEBTOR'S ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, EXCEPT AS SET FORTH IN THE APPLICABLE PURCHASE AGREEMENT. Dated: November __, 2017 Chicago, Illinois

CULLEN AND DYKMAN LLP

/s/

S. Jason Teele, Esq. Nicole Stefanelli, Esq. The Legal Center One Riverfront Plaza Newark, New Jersey 07102 Telephone: (973) 849-0220 Facsimile: (973) 849-2020 <u>steele@cullenanddykman.com</u> nstefanelli@cullenanddykman.com

-and-

Michael H. Traison, Esq. 175 East Delaware Place Suite 7011 Chicago, Illinois 60611 Telephone: (312) 860-4230 mtraison@cullenanddykman.com

Proposed Counsel to the Debtor and Debtor-in-Possession

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 32 of 40

> Exhibit 3 to Bidding Procedures Order Cure Notice

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS (CHICAGO) EASTERN DIVISION

In re:

Chapter 11

TEC-AIR, INC.,

Debtor.

Case No.

NOTICE OF PROPOSED ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES

PLEASE TAKE NOTICE THAT:

1. On October 27, 2017, Tec-Air, Inc., the above-captioned debtor and debtor-inpossession (the "Debtor"), filed the Debtor's Motion for Entry of Orders (I)(A) Approving Bidding Procedures for the Sale of Substantially All of the Debtor's Assets; (B) Approving Stalking Horse Bid Protections; (C) Scheduling an Auction and Sale Hearing; (D) Approving the Form and Manner of Notice of Sale, Auction, and Sale Hearing; (E) Establishing Notice and Contract Procedures for the Assumption and Assignment of Assumed Contracts and Assumed Leases; and (F) Granting Related Relief; and (II)(A) Authorizing and Approving the Sale Free and Clear of Liens, Claims, Interests, and Encumbrances; (B) Authorizing the Assumption and Assignment of Executory Contracts and Leases; and (C) Granting Related Relief (the "Sale Motion") with the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court").

2. The Debtor has entered into an Asset Purchase Agreement (the "Stalking Horse <u>APA</u>") with Chatterjee Management Company (the "Stalking Horse Bidder") pursuant to which the Stalking Horse Bidder proposes to purchase, acquire, and take assignment and delivery of substantially all of the Debtor's assets (as defined in the Stalking Horse APA, the "Purchased Assets"), free and clear of all liens, claims, encumbrances, defenses (including, without limitation, rights of setoff) and interests, including, without limitation, security interests of whatever kind or nature, mortgages, conditional sales or title retention agreements, pledges, deeds of trust, hypothecations, liens, encumbrances, assignments, preferences, debts, easements, charges, suits, licenses, options, rights-of-recovery, judgments, orders and decrees of any court or foreign or domestic governmental entity, taxes (including foreign, state and local taxes), licenses, covenants, restrictions, indentures, instruments, leases, options, off-sets, claims for reimbursement, contribution, indemnity or exoneration, successor, product, environmental, tax, labor, ERISA, CERCLA, alter ego and other liabilities, causes of action, contract rights and claims, to the fullest extent of the law, in each case, of any kind or nature (including, without limitation, all "claims" as defined in section 101(5) of the Bankruptcy Code), known or unknown, whether pre-petition or post-petition, secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, liquidated or unliquidated, noticed

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 34 of 40

or unnoticed, recorded or unrecorded, contingent or non-contingent, material or non-material, statutory or non-statutory, matured or unmatured, legal or equitable to the maximum extent permitted by section 363 of the Bankruptcy Code (the "<u>Sale</u>").

3. On [_____], 2017, the Bankruptcy Court entered the Order Approving Bidding Procedures for the Sale of Substantially All of the Debtor's Assets; (B) Approving Stalking Horse Bid Protections; (C) Scheduling an Auction and Sale Hearing; (D) Approving the Form and Manner of Notice of Sale, Auction, and Sale Hearing; (E) Establishing Notice and Contract Procedures for the Assumption and Assignment of Assumed Contracts and Assumed Leases; and (F) Granting Related Relief (the "Bidding Procedures Order"),¹ by which the Bankruptcy Court approved (a) the bidding procedures to effectuate the Sale of the Purchased Assets (the "Bidding Procedures") and (b) procedures for the assumption and assignment of the Assumed Contracts and Assumed Leases (the "Assumption Procedures").

4. The Debtor will seek approval of the Sale at a hearing scheduled to commence at **December** [__], 2017 at __:__.m. (prevailing Central Time) (the "<u>Sale Hearing</u>") before the Honorable Janet S. Baer in Courtroom No. 615 in the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604. The Sale Hearing may be adjourned from time-to-time without further notice to creditors or parties in interest other than by announcement of the adjournment in open court or on the Bankruptcy Court's docket.

5. Upon the closing of the Sale, the Debtor intends to assume and assign to the Stalking Horse Bidder, or any other Successful Bidder(s) arising from the Auction (as defined in the Bidding Procedures Order), the Assumed Contracts set forth on <u>Exhibit A</u> hereto and the Assumed Leases set forth on <u>Exhibit B</u> hereto, subject to (a) the Stalking Horse Bidder's right to remove certain Assumed Contracts from the list of Assigned Contracts pursuant to Section 2.3 of the Stalking Horse APA or (b) any similar right of any other Successful Bidder(s) arising from the Auction. In addition, the cure costs, if any, necessary for the assumption and assignment of the Assumed Contracts and Assumed Leases (the "<u>Cure Costs</u>") are set forth on <u>Exhibit A</u> and <u>Exhibit B</u>, respectively.

6. The Debtor has evaluated the financial wherewithal of the Stalking Horse Bidder (e.g., financial credibility, willingness, and ability of the interested party to perform under the Assumed Contracts and Assumed Leases) and believes that the Stalking Horse Bidder's financial health, agreement to pay cure amounts related to the Assumed Contracts and Assumed Leases, and commitment to pay obligations as they come due satisfies the requirements of adequate assurance of future performance under section 365(f)(2)(B) of the Bankruptcy Code.

¹ This Notice is subject to the full terms and conditions of the Bidding Procedures and the Bidding Procedures Order, which shall control in the event of any conflict. The Debtor encourages parties in interest to review such documents in their entirety and consult an attorney if they have questions or want advice. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Stalking Horse APA or Bidding Procedures Order, as applicable.

PARTIES LISTED ON <u>EXHIBIT A</u> AND <u>EXHIBIT B</u> ARE RECEIVING THIS NOTICE BECAUSE THE STALKING HORSE BIDDER HAS IDENTIFIED THEM AS A COUNTERPARTY TO AN ASSUMED CONTRACT OR ASSUMED LEASE.

Objections to proposed Cure Costs and/or the proposed assumption and 7. assignment of Assumed Contracts and Assumed Leases, including, but not limited to, objections related to adequate assurance of future performance by the Successful Bidder (a "Contract Objection"), must be in writing, must conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court for the Northern District of Illinois, must set forth the name of the objecting party, the basis for the objection and the specific grounds therefor, and filed with and filed with the Bankruptcy Court shall be and served on (i) counsel to the Debtor, Cullen and Dykman LLP, Attn: S. Jason Teele, Esq. and Nicole Stefanelli, Esq., The Legal Center, One Riverfront Plaza, Newark, New Jersey 07102; (ii) counsel to the Stalking Horse Bidder, Meltzer, Purtill & Stelle LLC, Attn: Timothy W. Brink, Esq., 300 South Wacker Drive, Suite 2300, Chicago, Illinois 60606; (iii) counsel to the Committee, if any; and (iv) the Office of the United States Trustee for the Northern District of Illinois, 219 S. Dearborn Street, Room 873, Chicago, IL 60604, so as to be received by such parties prior to 4:00 p.m. (ET) on the date that is seven (7) days prior to the Sale Hearing (the "Contract Objection Deadline"); provided, however, that in the event the Auction results in a Successful Bidder other than the Stalking Horse Bidder, Contract Parties shall be able to assert an objection no later than two (2) hours before the Sale Hearing (the "Alternate Contract Objection Deadline") to the assignment of executory contracts and unexpired leases to such Successful Bidder, other than to the Cure Amount which shall be subject to the Contract Objection Deadline, with any such objection being heard at the Sale Hearing or at a laterscheduled hearing as the Bankruptcy Court deems appropriate.

CONSEQUENCES FOR FILING TO TIMELY FILE AND SERVE AN OBJECTION

UNLESS A CONTRACT OBJECTION IS FILED AND SERVED BEFORE THE CONTRACT OBJECTION DEADLINE OR THE ALTERNATE CONTRACT **OBJECTION DEADLINE, AS APPLICABLE, ALL CONTRACT PARTIES SHALL BE** (I) FOREVER BARRED FROM OBJECTING TO THE PROPOSED CURE COSTS AND FROM ASSERTING ANY ADDITIONAL CURE OR OTHER AMOUNTS, AND THE DEBTOR AND THE SUCCESSFUL BIDDER SHALL BE ENTITLED TO RELY SOLELY UPON THE PROPOSED CURE COSTS SET FORTH IN THE CURE NOTICE: (II) DEEMED TO HAVE CONSENTED TO THE ASSUMPTION OR ASSUMPTION AND ASSIGNMENT OF THE ASSUMED CONTRACTS AND ASSUMED LEASES; (III) FOREVER BARRED AND ESTOPPED FROM ASSERTING OR CLAIMING AGAINST THE DEBTOR OR THE SUCCESSFUL BIDDER THAT ANY ADDITIONAL AMOUNTS ARE DUE OR OTHER DEFAULTS EXIST, THAT CONDITIONS TO ASSIGNMENT MUST BE SATISFIED UNDER SUCH ASSUMED CONTRACTS AND ASSUMED LEASES, INCLUDING, WITHOUT LIMITATION, ANY CONSENT RIGHTS, OR THAT THERE IS ANY OBJECTION OR DEFENSE TO THE ASSUMPTION AND ASSIGNMENT OF SUCH ASSUMED CONTRACTS AND ASSUMED LEASES, INCLUDING WITHOUT LIMITATION, **ADEOUATE** ASSURANCE OF FUTURE PERFORMANCE; (IV) PRECLUDED FROM OBJECTING Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 36 of 40

TO THE CURE COSTS (IF ANY) AND THE ASSUMPTION AND ASSIGNMENT; AND (V) BARRED AND ESTOPPED FROM ASSERTING OR CLAIMING THAT AN ASSUMED CONTRACT OR ASSUMED LEASE CONTAINS AN ENFORCEABLE

Dated: November __, 2017 Chicago, Illinois

CULLEN AND DYKMAN LLP

/s/

S. Jason Teele, Esq. Nicole Stefanelli, Esq. The Legal Center One Riverfront Plaza Newark, New Jersey 07102 Telephone: (973) 849-0220 Facsimile: (973) 849-2020 <u>steele@cullenanddykman.com</u> <u>nstefanelli@cullenanddykman.com</u>

-and-

Michael H. Traison, Esq. 175 East Delaware Place Suite 7011 Chicago, Illinois 60611 Telephone: (312) 860-4230 mtraison@cullenanddykman.com

Proposed Counsel to the Debtor and Debtor-in-Possession

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 37 of 40

Exhibit A

Assumed Contracts

Counterparty	Description of Assumed Contract	Cure Amount
Comcast Business 1701 John F. Kennedy Blvd. Philadelphia, PA 19103	Business Service Order Agreement between Comcast Business and Tec-Air, Inc. dated June 15, 2015	iniount
North Indiana Public Service Company 801 E. 86 th Avenue Merrillville, IN 46410	Northern Indiana Public Service Company Agreement for Electric Service between Northern Indiana Public Service Company and Tec-Air, Inc. dated August 1, 2016	
North Indiana Public Service Company 801 E. 86th Avenue Merrillville, IN 46410	Economic Development Rider & Rate 624 Agreement between Northern Indiana Public Service Company and Tec-Air, Inc. dated November 12, 2015	
Indiana Economic Development Corporation Attention: General Counsel One North Capitol, Suite 700 Indianapolis, IN 46204-2288	Economic Development for a Growing Economy (EDGE) Tax Credit Agreement between the Indiana Economic Development Corporation and Tec-Air, Inc. dated January 22, 2014	
Indiana Department of Revenue Office of the Commissioner IGC-North, Room N248 Indianapolis, IN 46204		
Indiana Economic Development Corporation Attention: General Counsel One North Capitol, Suite 700 Indianapolis, IN 46204-2288	Indiana Economic Development Corporation Skills Enhancement Fund (SEF) Grant Agreement between the Indiana Economic Development Corporation and Tec-Air, Inc. dated January 22, 2014	

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 38 of 40

Counterparty	Description of Assumed Contract	Cure Amount
IQMS Manufacturing ERP	Annual Maintenance Contract between IQMS Manufacturing	
2231Wisteria Lane	ERP and Tec-Air, Inc. dated August 4, 2017	
Paso Robles, CA 93446-9820		
Impact Technology Solutions	Service Agreement between Impact Technology Solutions and	
335 W 806 N	Tec-Air, Inc. dated September 5, 2017	
Valparaiso, IN 46385		
H-O-H Water Technology, Inc.	Fixed Payment Contract between H-O-H Water Technology, Inc.	
500 S Vermont Street	and Tec-Air, Inc. dated February 25, 2016	
P.O. Box 487		
Palatine, IL 60078-0487		
Waste Management of Indiana, L.L.C.	Service Agreement between Waste Management of Indiana,	
2000 Dombey Road	L.L.C. and Tec-Air, Inc. dated November 9, 2015	
Portage, IN 46368		
Wells Fargo Equipment Finance Manufacturer Services Group	Single Sided Lease Agreement between Wells Fargo Equipment Finance, Manufacturer Services Group and Tec-Air, Inc. dated	
300 Tri-State International, Suite 400	May 15, 2017	
	Way 15, 2017	
Lincolnshire, IL 60069		
National Lift Truck, Inc.		
3333 Mt. Prospetc Road		
Franklin Park, IL 60131		

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 39 of 40

Counterparty	Description of Assumed Contract	Cure Amount
Wells Fargo Financial Leasing, Inc. 800 Walnut, 4 th Floor	Image Management Agreement between Wells Fargo Financial Leasing, Inc. and Tec-Air, Inc. dated November 30, 2015	
Des Moines, IA 50309	Leasing, me. and Tee-Air, me. dated November 30, 2013	
COTG-Xerox		
3 Territorial Court		
Bolingbrook, IL 60440		
Fletcher Jones Audi Chicago	Motor Vehicle Lease Agreement – Closed End between Fletcher	
1111 N. Clark Street	Jones Audi Chicago and Tec-Air, Inc. dated November 22, 2014	
Chicago, IL 60610		
VW Credit Leasing, Ltd		
1401 Franklin Boulevard		
Libertyville, IL 60048		

Case 17-32273 Doc 11-1 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit A - Bidding Procedures Order Page 40 of 40

Exhibit B

Assumed Leases

Counterparty	Description of Assumed Lease	Cure Amount
Mitchell H. Simborg	Lease Agreement between Munster Development LLC and Tec-Air,	
Simborg Industrial Real Estate, Inc.	Inc. dated October 2013	
1149 West 175th Street		
Homewood, IL 60430		
Phillip L. Goldberg		
Simborg Industrial Real Estate, Inc.		
1149 West 175th Street		
Homewood, IL 60430		
Richard J. Traub, Esq.		
Freeborn & Peters LLP		
311 South Wacker Drive, Suite 3000		
Chicago, IL 60606		
Prairie Square LLC	Lease Agreement between Prairie Square LLC and Tec-Air, Inc.	
2121 45th Street	dated September 19, 2017	
Highland, IN 46322		
Attention: On Site Manager		

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 1 of 253

<u>Exhibit B</u> Stalking Horse APA

ASSET PURCHASE AGREEMENT

Dated as of October 27, 2017

Among

TEC-AIR, INC.,

As Seller

and

CHATTERJEE MANAGEMENT COMPANY,

As Purchaser

TABLE OF CONTENTS

Page 1

SECTION 1 DEFINITIONS		
1.1	Definitions	1
1.2	Other Definitional and Interpretive Matters.	
SECTION 2 PURC	CHASE AND SALE	
2.1	Purchased Assets	12
2.2	Excluded Assets	13
2.3	Assumed Liabilities.	15
2.4	Excluded Liabilities.	15
2.5	Assignments	16
2.6	Further Assurances	17
SECTION 3 PURC	CHASE PRICE	
3.1	Purchase Price.	18
3.2	Closing Date Payment	18
3.3	Purchase Price Adjustment	
3.4	Holdback Amount.	19
3.5	Good Faith Deposit.	20
3.6	Allocation of Purchase Price	20
SECTION 4 THE	CLOSING	21
4.1	Closing Date	21
4.2	Purchaser's Deliveries.	21
4.3	Seller's Deliveries	21
SECTION 5 REPR	RESENTATIONS AND WARRANTIES OF SELLER	23
5.1	Organization of Seller.	23
5.2	Subsidiaries and Investments.	
5.3	Authority of Seller.	23
5.4	Title to Purchased Assets.	
5.5	Consents and Approvals.	
5.6	Intellectual Property	
5.7	No Government Violations.	
5.8	No Pending or Threatened Suits.	
5.9	Conduct of Business.	
5.10	Key Customers; Key Suppliers	25
5.11	Environmental, Health and Safety Matters	
5.12	No Finder.	

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 4 of 253

SECTION 6 REPRESENTATIONS AND WARRANTIES OF PURCHASER		
6.1	Organization and Authority of Purchaser.	26
6.2	Payment of Purchase Price	
6.3	Ownership of Seller.	
SECTION 7 COV	ENANTS OF THE PARTIES	27
7.1	Conduct of Business Prior to the Closing Date	27
7.2	Investigation of the Business by Purchaser.	
7.3	Expenses.	
7.4	Governmental Approvals	
7.5	Employee Matters.	
7.6	Tax Matters.	
7.7	Submission for Bankruptcy Court Approval.	
7.8	Adequate Assurances Regarding Assumed Contracts and	
1.0	Assumed Leases.	32
7.9	Post-Closing Operation of Seller; Name Changes	
7.10	Reasonable Access to Records and Certain Personnel.	
7.10	Collection of Receivables.	
7.12	Notification of Breach; Disclosure.	
/.12	Notification of Dicach, Disclosure.	
SECTION 8 CON	DITIONS TO CLOSING	33
8.1	Conditions to Obligations of Each Party.	33
8.2	Conditions to Obligations of Purchaser.	
8.3	Conditions to Obligations of Seller.	35
SECTION 9 TER	MINATION	35
9.1	Termination	35
9.2	Break-Up Fee; Expense Reimbursement	
9.3	Effect of Termination	
SECTION 10 MIS	SCELLANEOUS PROVISIONS	37
10.1	Confidentiality.	
10.2	Amendment and Modification.	
10.3	Survival.	
10.4	Notices.	
10.5	Successors and Assigns	
10.6	Severability.	
10.0	Governing Law.	
10.7	Waivers.	
10.0	Execution in Counterparts	
10.10	Incorporation of Schedules and Exhibits.	
10.10	Entire Agreement.	
10.11	Remedies	
10.14		40

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 5 of 253

10.13	Mutual Drafting: Headings.	41
10.14	No Third Party Beneficiaries.	41
10.15	Bulk Sales Law.	

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 6 of 253

SCHEDULES

Section	<u>Schedule</u>
1.1(qqq)	Net Working Capital Target
2.1(e)	Fixed Assets
2.1(f)	Assumed Contracts
2.1(g)	Assumed Leases
2.1(h)	Permits
2.2(1)	Customer Assets
2.2(m)	Specified Excluded Assets
2.3(a)(i)	Cure Costs
2.3(a)(ii)	Supplier Obligations
5.2	Subsidiaries and Investments
5.4	Other Encumbrances
5.5	Consents and Approvals
5.6	Intellectual Property
5.7	Government Violations
5.8	Pending or Threatened Suits
5.10	Key Customers
5.11	Environmental, Health and Safety Matters
7.5(a)	List of Employees

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 7 of 253

EXHIBIT LIST

- EXHIBIT A FORM OF BIDDING PROCEDURES
- EXHIBIT B FORM OF BIDDING PROCEDURES ORDER
- EXHIBIT C FORM OF SALE MOTION
- EXHIBIT D FORM OF SALE ORDER
- EXHIBIT E FORM OF ASSUMPTION AND ASSIGNMENT AGREEMENT
- EXHIBIT F FORM OF BILL OF SALE

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 8 of 253

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this "<u>Agreement</u>") is made as of October 27, 2017, by and among TEC-AIR, INC., an Illinois corporation ("<u>Seller</u>"), and CHATTERJEE MANAGEMENT COMPANY, a Delaware corporation ("<u>Purchaser</u>"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in <u>Section 1.1</u>.

WHEREAS, Seller is engaged in the business of manufacturing injection molded plastic parts for a range of applications, including fan and blower assemblies in HVAC units, condenser and evaporator fans in appliances, automotive HVAC and engine cooling fans and components, assemblies for power equipment, fan and blowers for agriculture equipment, fans for medical applications or as molds for all of the above industries (the "<u>Business</u>");

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the Purchased Assets, and assume the Assumed Liabilities, upon the terms and conditions hereinafter set forth;

WHEREAS, the Parties intend to effectuate the transactions contemplated by this Agreement pursuant to section 363 of the Bankruptcy Code; and

WHEREAS, the execution and delivery of this Agreement and Seller's ability to consummate the transactions set forth in this Agreement are subject, among other things, to the entry of the Sale Order by the Bankruptcy Court.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows:

SECTION 1 DEFINITIONS

1.1 <u>Definitions</u>.

In this Agreement, the following terms have the meanings specified or referred to in this <u>Section 1.1</u> and shall be equally applicable to both the singular and plural forms.

(a) "<u>Accounts Receivable</u>" means, with respect to a Seller, all accounts receivable and other rights to payment of Seller and the full benefit of all security for such accounts receivable or rights to payment, including all accounts receivable in respect of goods shipped or products sold or services rendered to customers by Seller, any other miscellaneous accounts receivable of Seller, and any claim, remedy or other right of Seller related to any of the foregoing.

(b) "<u>Action</u>" means any legal action, suit or arbitration, or any inquiry, proceeding or investigation, by or before any Governmental Authority.

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 9 of 253

(c) "<u>Affiliate</u>" means, as to any Person, any other Person which directly or indirectly controls, or is under common control with, or is controlled by, such Person. As used in this definition, "control" (including, with its correlative meanings, "controlled by" and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of such Person.

(d) "<u>Agreement</u>" has the meaning specified in the preamble.

(e) "<u>Alternative Transaction</u>" means any one of the following transactions with or by any Person or group of Persons (other than Purchaser): (a) a merger, consolidation or similar transaction involving Seller (other than with a direct or indirect, wholly-owned subsidiary of Seller), or (b) a sale, lease or other disposition, directly or indirectly, by merger, consolidation, tender offer, share exchange or otherwise, of any material assets of Seller, excluding the Excluded Assets and Excluded Liabilities, outside of the Ordinary Course of Business.

(f) "<u>Ancillary Documents</u>" means the Bill of Sale, Assumption and Assignment Agreement, Assignment of Patents, Assignment of Trademarks, Assignment of Copyrights, Assignment of Domain Names, Assumption and Assignment of Leases, and each other agreement, document or instrument (other than this Agreement) executed and delivered by the Parties in connection with the consummation of the transactions contemplated by this Agreement.

- (g) "<u>Assignment of Copyrights</u>" has the meaning specified in <u>Section 4.3(b)</u>.
- (h) "<u>Assignment of Domain Names</u>" has the meaning specified in <u>Section</u>

<u>4.3(b)</u>.

- (i) "<u>Assignment of Patents</u>" has the meaning specified in <u>Section 4.3(b)</u>.
- (j) "<u>Assignment of Trademarks</u>" has the meaning specified in <u>Section 4.3(b)</u>.
- (k) "<u>Assumed Contracts</u>" has the meaning specified in <u>Section 2.1(f)</u>.
- (l) "<u>Assumed Leases</u>" has the meaning specified in <u>Section 2.1(g)</u>.
- (m) "<u>Assumed Liabilities</u>" has the meaning specified in <u>Section 2.3</u>.
- (n) "Assumption and Assignment Agreement" has the meaning specified in
- Section 2.3.

(o) "<u>Assumption and Assignment of Leases</u>" has the meaning specified in Section 4.3(g).

(p) "<u>Avoidance Actions</u>" means any and all claims for relief of Seller under chapter 5 of the Bankruptcy Code.

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 10 of 253

(q) "<u>Bankruptcy Case</u>" means the case to be commenced by Seller under chapter 11 of the Bankruptcy Code, and pending before the Bankruptcy Court.

(r) "<u>Bankruptcy Code</u>" means title 11 of the United States Code, sections 101 *et. seq.*

(s) "<u>Bankruptcy Court</u>" means the United States Bankruptcy Court for the Northern District of Illinois.

(t) "<u>Bidding Procedures</u>" means the bidding procedures in the form attached as <u>Exhibit A</u> hereto or such other form as may be in form and substance reasonably satisfactory to Purchaser.

(u) "<u>Bidding Procedures Order</u>" means an order of the Bankruptcy Court, in the form attached as <u>Exhibit B</u> hereto and, in any event, in form and substance satisfactory to Purchaser, approving the Bidding Procedures and the amount, timing and terms of payment of the Break-Up Fee and Expense Reimbursement as set forth herein and therein.

- (v) "<u>Bill of Sale</u>" has the meaning specified in <u>Section 4.3(a)</u>.
- (w) "<u>Break-Up Fee</u>" has the meaning specified in <u>Section 9.2(a)</u>.
- (x) "<u>Business</u>" has the meaning specified in the recitals.

(y) "<u>Business Day</u>" means any day of the year on which national banking institutions in New York, New York are open to the public for conducting business and are not required or authorized to close.

- (z) "<u>Cash Balance</u>" has the meaning specified in <u>Section 3.1(a)(ii)</u>.
- (aa) "<u>Closing</u>" has the meaning specified in <u>Section 4.1</u>.
- (bb) "<u>Closing Date</u>" has the meaning specified in <u>Section 4.1</u>.
- (cc) "Code" means the United States Internal Revenue Code of 1986, as

amended.

(dd) "<u>Computers</u>" means all computer equipment and hardware, including all central processing units, terminals, disk drives, tape drives, electronic memory units, printers, keyboards, screens, peripherals (and other input/output devices), modems and other communication controllers, and any and all parts and appurtenances thereto.

(ee) "<u>Confidentiality Agreement</u>" means that certain Confidentiality Agreement, dated as of August 30, 2017 between Seller and Purchaser.

(ff) "<u>Contract</u>" means any agreement, contract, obligation, promise, instrument, undertaking or other arrangements (whether written or oral), and any amendment thereto, that is legally binding, other than a Lease, to which Seller is party.

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 11 of 253

(gg) "<u>Copyrights</u>" means all United States and foreign copyrights and copyrightable subject matter, whether registered or unregistered, including all United States copyright registrations and applications for registration and foreign equivalents, all moral rights, all common-law copyright rights, and all rights to register and obtain renewals and extensions of copyright registrations, together with all other copyright rights accruing by reason of any international copyright convention.

(hh) "<u>Cure Costs</u>" has the meaning specified in <u>Section 2.3(a)(i)</u>.

(ii) "<u>Customer Assets</u>" shall mean tooling and other assets located at Seller's principal place of business that are owned by Seller's customers.

(jj) "<u>Disclosure Schedules</u>" means the disclosure schedules attached hereto that Seller has prepared and delivered to Purchaser pursuant to the terms of this Agreement, setting forth information regarding the Business, the Purchased Assets, the Assumed Liabilities and other matters with respect to Seller as set forth therein.

(kk) "<u>Documents</u>" means all books, records, files, invoices, inventory records, product specifications, advertising materials, customer lists, cost and pricing information, supplier lists, business plans, catalogs, customer literature, quality control records and manuals, research and development files, records and laboratory books and credit records of customers (including all data and other information stored on discs, tapes or other media), in each case to the extent relating to the Purchased Assets or the Assumed Liabilities.

(ll) "<u>Domain Names</u>" means any alphanumeric designation registered with or assigned by a domain name registrar, registry or domain name registration authority as part of an electronic address on the Internet.

(mm) "<u>Encumbrance</u>" means any interest, charge, lien, claim (as defined in section 101(5) of the Bankruptcy Code), mortgage, sublease, hypothecation, deed of trust, pledge, security interest, option, right of use, first offer or first refusal, easement, servitude, restrictive covenant, encroachment, encumbrance, or other similar restriction of any kind.

(nn) "<u>Environmental Laws</u>" means the Comprehensive Environmental Response, Compensation, and Liability Act ("<u>CERCLA</u>"), the Emergency Planning and Community Right-to-Know Act, the Water Pollution Control Act, the Air Pollution Control Act, the Toxic Substances Control Act, and the Resource Conservation and Recovery Act ("<u>RCRA</u>"), as well as all other federal, state or local laws (including common law), regulations or requirements, or such portions thereof, that are similar to the above-referenced laws or that otherwise govern the generation, manufacture, use, transportation, treatment, cleanup, storage or disposal of, or exposure to, Hazardous Substances, noise, odor or radiation.

(00) "<u>Equipment</u>" means all furniture, fixtures, equipment, Computers, machinery, apparatus, appliances, spare parts, signage, supplies, vehicles, forklifts and all other tangible personal property of every kind and description in which Seller has an interest.

(pp) "Excluded Assets" has the meaning specified in Section 2.2.

- (qq) "Excluded Contracts" has the meaning specified in Section 2.2(d).
- (rr) "<u>Excluded Leases</u>" has the meaning specified in <u>Section 2.2(e)</u>.
- (ss) "Excluded Liabilities" has the meaning specified in <u>Section 2.4</u>.
- (tt) "Expense Reimbursement" has the meaning specified in <u>Section 9.2(a)</u>.

(uu) "<u>Filing</u>" means the filing of a petition with the Bankruptcy Court under chapter 11 of the Bankruptcy Code in order to commence the Bankruptcy Case.

(vv) "<u>Final Order</u>" means an action taken or Order issued by the applicable Governmental Authority as to which: (i) no request for stay of the action or Order is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by statute or regulation, it is passed, including any extensions thereof; (ii) no petition for rehearing or reconsideration of the action or Order, or protest of any kind, is pending before the Governmental Authority and the time for filing any such petition or protest is passed; (iii) the Governmental Authority does not have the action or Order under reconsideration or review on its own motion and the time for such reconsideration or review has passed; and (iv) the action or Order is not then under judicial review, there is no notice of appeal or other application for judicial review pending, and the deadline for filing such notice of appeal or other application for judicial review has passed, including any extensions thereof.

(ww) "Fixed Assets" has the meaning specified in Section 2.1(e).

(xx) "<u>GAAP</u>" means generally accepted accounting principles in the United

States.

(yy) "Good Faith Deposit" has the meaning specified in Section 3.5.

(zz) "<u>Governmental Authority</u>" means any federal, state, local or foreign governmental entity or any subdivision, agency, instrumentality, authority, department, commission, board, bureau, official or other regulatory, administrative or judicial authority thereof or any federal, state, local or foreign court, tribunal or arbitrator or any self-regulatory organization, agency or commission.

(aaa) "<u>Hazardous Substances</u>" means any contaminant, pollutant, effluent or waste, or other material whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, emission, discharge, spill, release or effect, either alone or in combination with other materials regulated or monitored by any Governmental Authority, including without limitation petroleum and refined petroleum products, asbestos, asbestos-containing products and presumed asbestos-containing materials (as defined in C.F.R. 1910.1001(b)), flammable explosives, radioactive materials, radon, and polychlorinated biphenyls, whether contained or not. The term "Hazardous Substances" shall include, but not be limited to, (A) any "hazardous substance" as defined in CERCLA, (B) any "regulated substance" as defined in RCRA, and (C) any substance subject to regulation pursuant to the Toxic Substances Control Act.

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 13 of 253

(bbb) "Holdback Amount" has the meaning specified in Section 3.4.

(ccc) "<u>Indebtedness</u>" of any Person means, without duplication: (i) the principal of and premium (if any) in respect of (A) indebtedness of such Person for borrowed money and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments the payment of which such Person is responsible or liable; (ii) all obligations of such Person for the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the Ordinary Course of Business (other than the current liability portion of any indebtedness for borrowed money)); (iii) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; (v) all obligations of such Person under interest rate or currency swap transactions (valued at the termination value thereof); and (vi) all obligations of the type referred to in clauses (i) through (v) of any Persons the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise.

3.3(b).

(eee) "<u>Intellectual Property</u>" means all intellectual property rights of any kind owned, used, held for use, or licensed (as licensor or licensee) by Seller, including all Software, Copyrights, Patents, Trademarks, Trade Secrets, Domain Names, all rights to privacy and personal information, and all rights and remedies related thereto (including the right to sue for and recover damages, profits and any other remedy in connection therewith) for past, present or future infringement, misappropriation or other violation relating to any of the foregoing.

(ddd) "Independent Accounting Firm" has the meaning specified in Section

(fff) "<u>Inventory</u>" shall mean inventory of Seller (including finished goods, work in process and raw materials).

(ggg) "Key Customers" has the meaning specified in Section 5.10.

(hhh) "Key Suppliers" has the meaning specified in Section 5.10.

(iii) "<u>Leased Real Property</u>" means the leased real property listed or described on <u>Schedule 2.1(f)</u>, including any improvements to such Leased Real Property.

(jjj) "Leases" means leases with respect to the Leased Real Property.

(kkk) "<u>Legal Requirement</u>" means any federal, state, provincial, local, municipal, foreign, international, multinational, or other administrative Order, constitution, law, ordinance, principle of common law, regulation, statute or treaty.

(III) "<u>Liability</u>" means any debt, loss, claim (as defined in section 101(5) of the Bankruptcy Code), damage, demand, fine, judgment, penalty, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, asserted or unasserted, accrued or unaccrued, matured or unmatured, determined or determinable, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability, successor liability or otherwise),

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 14 of 253

and including all costs and expenses relating thereto (including fees and expenses of legal counsel, experts, engineers and consultants and costs of investigations).

(mmm)"<u>Management Transition Payment</u>" means cash in the amount of \$200,000 to be paid to management personnel in Purchaser's discretion.

(nnn) "Material Adverse Effect" means (a) any fact, condition, change, violation, inaccuracy, circumstance, effect or event, individually or in the aggregate, that has, or would be reasonably expected to have, a material adverse effect on the property, business, operations, assets (tangible and intangible), or condition (financial or otherwise) of the Business or the Purchased Assets or the ability of Seller to perform any of its material obligations under this Agreement or the Ancillary Documents to which any of them is a party, other than: (i) the effect of any change resulting from any action taken by Purchaser or its Affiliates with respect to the transactions contemplated hereby or with respect to Seller; (ii) any effect resulting from the filing or prosecution of the Bankruptcy Cases; (iii) the effect of any change that generally affects any industry in which Seller operates; (iv) the effect of any change arising in connection with earthquakes, hostilities, national calamities, acts of war, acts of God, sabotage or terrorism or military actions or any escalation or material worsening of any such hostilities, national calamities, acts of war, acts of God, political conditions, sabotage or terrorism or military actions existing or underway as of the date hereof; (v) the effect of any change in applicable law or GAAP or interpretation thereof; (vi) any public announcement of this Agreement; (vii) any actions or inactions by Seller in accordance with this Agreement or the consummation of the transactions contemplated by this Agreement; (viii) the failure by Seller to meet any projections (provided that the underlying causes of the failure shall not be excluded); or (ix) general economic, political or financial market conditions.

(000) "<u>Negative Variance</u>" has the meaning specified in <u>Section 3.3(a)(ii)</u>.

(ppp) "<u>Net Working Capital</u>" means the total of Accounts Receivable, Inventory and Prepaid Assets, all as determined in accordance with GAAP. For the avoidance of doubt and for purposes of this calculation Net Working Capital excludes the Excluded Assets.

(qqq) "<u>Net Working Capital Target</u>" means \$3,336,260, as calculated on <u>Schedule 1.1(qqq)</u>.

(rrr) "<u>Order</u>" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Authority.

(sss) "<u>Ordinary Course of Business</u>" means the ordinary and usual course of day-to-day operations of the Business (including acts and omissions of Seller in the ordinary and usual course) through the date hereof, consistent with past practice and, after the Filing, operations in a bankruptcy.

- (ttt) "<u>Other Consents</u>" has the meaning specified in <u>Section 2.5(c)</u>.
- (uuu) "Other Encumbrances" has the meaning specified in Section 5.4.

Seller.

(vvv) "Party" or "Parties" means, individually or collectively, Purchaser and

(www) "<u>Patents</u>" means United States and foreign patents (including certificates of invention and other patent equivalents), patent applications, provisional applications and patents issuing therefrom, as well as any continuations, continuations-in-part, divisions, extensions, reexaminations, reissues, renewals, patent disclosures, technology, inventions (whether or not patentable or reduced to practice) or improvements thereto.

(xxx) "<u>Permits</u>" means all franchises, grants, authorizations, licenses, permits, easements, variances, exceptions, consents, certificates, approvals, clearances and orders of any Governmental Authority which are necessary for Seller to own, lease and operate its properties and assets or to carry on the Business as it is now being conducted or as is presently intended to be conducted.

(yyy) "Permitted Access Parties" has the meaning specified in Section 7.10.

(zzz) "Permitted Encumbrances" means (i) easements, covenants, conditions, restrictions and other similar matters of record on real property, leasehold estates or personalty that do not in any material respect detract from the value thereof and do not individually or in the aggregate in any material respect interfere with the present use of the property subject thereto, (ii) Encumbrances that constitute or are associated with Assumed Liabilities, (iii) local, county, state and federal laws, ordinances or governmental regulations now or hereafter in effect relating to real property, which do not, individually or in the aggregate, materially detract from the value thereof and do not individually or in the aggregate in any material respect interfere with the present use of the property subject thereto, (iv) statutory liens for Taxes and assessments not yet due and payable, including liens for ad valorem Taxes and statutory liens not yet due and payable arising other than by reason of any default by Seller that, in each case, are not material to the Business or the value of the Purchased Assets, (v) landlords', carriers', warehousemen's, mechanics', suppliers', materialmen's, repairmen's liens or other like Encumbrances arising in the Ordinary Course of Business that, in each case, are not material to the Business with respect to amounts not yet overdue, and (vi) such other imperfections in title which would not materially interfere with the use of the Purchased Assets; provided that, in each case enumerated in this definition, such Encumbrance shall only be a Permitted Encumbrance if it cannot be satisfied solely through the payment (by or on behalf of Seller and not Purchaser) of money or otherwise removed, discharged, released or transferred, as the case may be, pursuant to Section 363(f) of the Bankruptcy Code or otherwise.

(aaaa) "<u>Person</u>" means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, Governmental Authority or other entity.

(bbbb) "Petition Date" means the date on which the Filing occurred.

- (cccc) "Positive Variance" has the meaning specified in Section 3.3(a)(i).
- (dddd) "Post-Close Filings" has the meaning specified in Section 7.10.

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 16 of 253

(eeee) "<u>Prepaid Assets</u>" means prepaid insurance, accrued insurance claims, and other prepaid expenses.

(ffff) "<u>Proceeding</u>" means any legal action, arbitration, audit, claim, cause of action, hearing, investigation, litigation, or suit (whether civil, criminal, administrative or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

(gggg) "Purchase Price" has the meaning specified in Section 3.1.

(hhhh) "Purchased Assets" has the meaning specified in Section 2.1.

(iiii) "<u>Purchased Deposits</u>" means all deposits (including customer deposits and security deposits for rent and electricity (including such deposits made by Seller in connection with the Assumed Leases)) and prepaid charges and expenses of Seller, other than any deposits or prepaid charges and expenses paid in connection with or relating exclusively to any Excluded Assets or any Excluded Liability.

(jjjj) "<u>Purchaser</u>" has the meaning specified in the preamble.

(kkkk) "<u>Purchaser Reimbursable Expenses</u>" means the documented expenses incurred by Purchaser after the Closing in connection with any actual or threatened proceeding by or against Purchaser relating to the Sale Order and the rights and obligations of Purchaser thereunder, including without limitation its out-of-pocket expenses and reasonable attorneys' fees and costs, plus Purchaser's good faith estimate of the amount of such expenses that it is likely to incur during the eighteen (18) months after the date of the Closing.

(llll) "<u>Representative</u>" means with respect to a particular Person, any duly authorized director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

(mmmm) "<u>Review Period</u>" has the meaning specified in <u>Section 3.3(b)</u>.

(nnnn) "<u>Sale Motion</u>" means the motion, in the form attached as <u>Exhibit C</u> hereto or such other form as may be in form and substance reasonably satisfactory to Purchaser, filed by Seller pursuant to, <u>inter alia</u>, sections 363 and 365 of the Bankruptcy Code to secure entry of the Bidding Procedures Order and the Sale Order by the Bankruptcy Court.

(0000) "<u>Sale Order</u>" means an Order of the Bankruptcy Court, in the form attached as <u>Exhibit D</u> hereto and, in any event, in form and substance satisfactory to Purchaser, pursuant to, <u>inter alia</u>, sections 105, 363 and 365 of the Bankruptcy Code (i) authorizing and approving, <u>inter alia</u>, the sale of the Purchased Assets to Purchaser on the terms and conditions set forth herein free and clear of all Liabilities and Encumbrances (other than Permitted Encumbrances), the assumption and assignment of the Assumed Liabilities, and the assumption and assignment of the Assumed Contracts and Assumed Leases to Purchaser and (ii) containing certain findings of facts, including a finding that Purchaser is a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code.

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 17 of 253

(pppp) "<u>Seller</u>" has the meaning specified in the preamble.

(qqqq) "<u>Software</u>" means all computer software programs (whether in source code, object code, or other form) and systems, databases and platforms owned, licensed or used by Seller, including all databases, compilations, tool sets, compilers, higher level or "proprietary" languages, related documentation, technical manuals and materials, and any licenses to use or other rights relating to the foregoing.

- (rrrr) "Successful Bidder" has the meaning specified in the Sale Order.
- (ssss) "Supplier Obligations" has the meaning specified in Section 2.3(a)(ii).

(tttt) "<u>Tax</u>" or "<u>Taxes</u>" (and with correlative meaning, "<u>Taxable</u>" and "<u>Taxing</u>") means (i) any federal, state, provincial, local, foreign or other income, alternative, minimum, add-on minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth, capital, profits, intangibles, windfall profits, gross receipts, value added, sales, use, goods and services, excise, customs duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental, natural resources, real property, personal property, ad valorem, intangibles, rent, occupancy, license, occupational, employment, unemployment insurance, social security, disability, workers' compensation, payroll, health care, withholding, estimated or other similar taxes, duty, levy or other governmental charge or assessment or deficiencies thereof (including all interest and penalties thereon and additions thereto whether disputed or not) and (ii) any transferee liability in respect of any items described in clause (i) above.

(uuu) "<u>Tax Return</u>" means any return, report or similar statement required to be filed with respect to any Taxes (including any attached schedules), including any information return, claim for refund, amended return or declaration of estimated Tax.

(vvvv) "Third Party Consents" has the meaning specified in Section 5.5.

(www) "<u>Trademarks</u>" means United States, state and foreign trademarks, service marks, logos, slogans, trade dress and trade names (including all assumed or fictitious names under which the Business is conducted), and any other indicia of source of goods and services, designs and logotypes related to the above, in any and all forms, whether registered or unregistered, and registrations and pending applications to register the foregoing (including intent to use applications), and all goodwill related to or symbolized by the foregoing.

(xxxx) "<u>Trade Secrets</u>" means confidential or proprietary information and trade secrets (including ideas, research and development, know-how, formulae, compositions, processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals).

(yyyy) "Transferred Employees" has the meaning specified in Section 7.5(a).

(zzzz) "Working Capital Statement" has the meaning specified in Section 3.3(b).

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 18 of 253

1.2 <u>Other Definitional and Interpretive Matters.</u>

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) <u>Calculation of Time Period</u>. 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.

(ii) <u>Dollars</u>. Any reference in this Agreement to \$ means U.S. dollars.

(iii) <u>Exhibits/Schedules</u>. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Schedule or Exhibit but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) <u>Gender and Number</u>. Any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(v) <u>Headings</u>. The provision of a Table of Contents, the division of this Agreement into Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(vi) <u>Herein</u>. The words such as "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vii) <u>Including</u>. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(b) <u>No Strict Construction</u>. The Parties participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

SECTION 2 PURCHASE AND SALE

2.1 <u>Purchased Assets</u>.

Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Seller shall sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to Purchaser, and Purchaser shall purchase, free and clear of all Encumbrances (other than Permitted Encumbrances), all right, title and interest of Seller in, to or under all of the properties and assets of Seller (other than the Excluded Assets) of every kind and description, wherever located, real, personal or mixed, tangible or intangible, owned, leased, licensed, used or held for use in or relating to the Business (herein collectively called the "Purchased Assets"), including all right, title and interest of Seller in, to or under:

(a) all Accounts Receivable;

(b) the right to receive and retain payments in respect of any Accounts Receivable and the right to receive and retain Seller's mail and other communications to the extent related to the other Purchased Assets and/or the Assumed Liabilities;

- (c) all Inventory;
- (d) all Equipment;

(e) all Fixed Assets listed or described on <u>Schedule 2.1(e)</u> (the "<u>Fixed</u> <u>Assets</u>"); <u>provided</u>, <u>however</u>, that the Parties agree that this schedule shall be finalized prior to the Closing and that they will cooperate with one another in order to cause this schedule to be finalized; <u>provided further</u>, <u>however</u>, that this schedule shall include, without limitation, the assets listed in the Impact Solutions Software List, the Impact Solutions Asset Summary Report, the Tec Air Proprietary Tools List, the Selden Fox 2016 List (excluding assets highlighted in yellow), and the Injection Molding/Robot + Other Equipment List.

(f) all Contracts listed or described on <u>Schedule 2.1(f)</u> (the "<u>Assumed</u> <u>Contracts</u>");

(g) all Leases of Leased Real Property listed or described on <u>Schedule 2.1(g)</u>, including any improvements to such Leased Real Property (such Leases, the "<u>Assumed Leases</u>");

(h) the Permits set forth on <u>Schedule 2.1(h)</u> and pending applications therefor, in each case to the extent assignable;

(i) all Intellectual Property (including all goodwill associated therewith);

(j) all products and services currently marketed or sold by Seller, including all products in development by Seller;

(k) all Documents except those (i) relating exclusively to any Excluded Asset or Excluded Liability; or (ii) relating to employees of Seller who are not Transferred Employees;

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 20 of 253

(1) all telephone, telex and telephone facsimile numbers and other directory listings used in connection with the Business, to the extent assignable;

(m) all Purchased Deposits;

(n) all rights to proceeds under insurance policies relating to claims for losses related to any Purchased Asset or Assumed Liability;

(o) any rights, claims, refunds, causes of action, choses in action, rights of recovery and rights of setoff of Seller against third parties arising out of events occurring prior to the Closing Date, including, all Avoidance Actions, excluding only the rights, claims, refunds, causes of action, chooses in action, rights of recovery and rights of setoff that are identified as Excluded Assets in Section 2.2;

(p) all goodwill and other intangible assets associated with the Business or the Purchased Assets;

(q) any proprietary rights in Internet protocol addresses, ideas, concepts, methods, processes, formulae, models, methodologies, algorithms, reports, data, customer lists, mailing lists, business plans, market surveys, market research studies, websites, information contained on drawings and other product specification documents, information relating to research, development or testing, and documentation and media constituting, describing or relating to the Intellectual Property, including memoranda, manuals, technical specifications and other records wherever created throughout the world, but excluding reports of accountants, investment bankers, crisis managers, turnaround consultants and financial advisors or consultants;

(r) all advertising, marketing and promotional materials, studies, reports and all other printed or written materials relating to the Business; and

(s) all other or additional assets, properties, privileges, rights (including prepaid expenses) and interests of Seller related to the Business of every kind and description and wherever located, whether known or unknown, fixed or unfixed, accrued, absolute, contingent or otherwise, and whether or not specifically referred to in this Agreement; <u>provided</u>, <u>however</u>, none of the Parties hereto intends that Purchaser, or any of its Affiliates, shall be deemed to be a successor to Seller with respect to Purchased Assets.

2.2 <u>Excluded Assets</u>.

Nothing herein contained shall be deemed to sell, transfer, assign or convey the Excluded Assets to Purchaser, and Seller shall retain all right, title and interest to, in and under the Excluded Assets. For all purposes of and under this Agreement, the term "<u>Excluded Assets</u>" means:

(a) all cash and cash equivalents, including commercial paper, treasury bills, certificates of deposit and other bank deposits of Seller;

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 21 of 253

(b) all shares of capital stock or other equity interests of Seller or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interests of Seller;

(c) all minute books, stock ledgers, corporate seals and stock certificates of Seller;

(d) all Contracts (and rights thereunder) not listed or described in Schedule

<u>2.1(f)</u> (the "<u>Excluded Contracts</u>");

(e) all Leases (and rights thereunder) not listed or described in <u>Schedule</u> <u>2.1(g)</u> (the "<u>Excluded Leases</u>");

(f) all rights, claims or causes of action of Seller under this Agreement or the Ancillary Documents, including all right, title and interest to the Good Faith Deposit and Cash Balance;

(g) all receivables, rights, claims, refunds, causes of action, chooses in action, rights of recovery and rights of setoff related exclusively to any Excluded Asset or any Excluded Liability;

(h) all insurance policies, including rights under director and officer liability policies, ERISA and trustee liability policies and employment practices liability policies, and all rights under insurance policies (including all rights to proceeds under insurance policies) relating to claims for losses related exclusively to any Excluded Asset or Excluded Liability to the extent applicable;

(i) all Documents (A) relating exclusively to any Excluded Asset or any Excluded Liability, (B) relating to employees of Seller who are not Transferred Employees, or (C) other books and records that Seller is required by applicable law to retain or that Seller determines are necessary to retain including Tax Returns, financial statements, and corporate or other entity filings (provided, however, that Purchaser shall have, to the extent allowed by applicable law, the right to make copies of any portions of such retained books and records that relate to the Business, the Purchased Assets or the Assumed Liabilities);

(j) all deposits or prepaid charges and prepaid expenses paid relating exclusively to any of the other Excluded Assets or any Excluded Liability;

(k) all reports of accountants, investment bankers, crisis managers, turnaround consultants and financial advisors or consultants;

(1) all assets located at Seller's principal place of business which are not owned by Seller, including the Customer Assets set forth on <u>Schedule 2.2(1)</u>; and

(m) all assets of Seller set forth on <u>Schedule 2.2(m)</u>.

2.3 <u>Assumed Liabilities</u>.

Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, Purchaser shall execute and deliver to Seller an assumption and assignment agreement in the form attached hereto as <u>Exhibit E</u> or such other form as may be in form and substance reasonably satisfactory to Seller and Purchaser (the "<u>Assumption and Assignment</u> <u>Agreement</u>") pursuant to which Purchaser shall assume and agree to discharge, when due (in accordance with its respective terms and subject to the respective conditions thereof), only the following Liabilities (without duplication) (collectively the "<u>Assumed Liabilities</u>") and no others:

(a) the obligations of Seller, up to an aggregate amount of \$600,000:

(i) under the Assumed Contracts and Assumed Leases to the extent required by section 365(b) of the Bankruptcy Code (in the amounts set forth on <u>Schedule</u> 2.3(a)(i) or as otherwise determined by the Bankruptcy Court) (the "<u>Cure Costs</u>"); and

(ii) owed to the suppliers set forth on <u>Schedule 2.3(a)(ii)</u> (in the amounts set forth on <u>Schedule 2.3(a)(ii)</u> or as otherwise determined by the Bankruptcy Court) (the "<u>Supplier Obligations</u>");

(b) all Liabilities under the Assumed Contracts and the Assumed Leases arising at or after the Closing Date; and

(c) all Liabilities arising out of the conduct of the Business or ownership of any Purchased Asset at or after the Closing Date.

Notwithstanding anything in this Agreement to the contrary, by written notice to Seller delivered not later than two (2) days prior to the Closing, Purchaser in its sole discretion may remove any Assumed Contract set forth on <u>Schedule 2.1(f)</u>, in which event any such removed Contract shall be deemed to be an Excluded Contract and an Excluded Asset and any Cure Cost or Liability associated therewith shall be deemed to be an Excluded Liability.

2.4 <u>Excluded Liabilities</u>.

Notwithstanding any provision in this Agreement to the contrary, Purchaser shall not assume and shall not be obligated to assume or be obliged to pay, perform or otherwise discharge any Liability of Seller, and Seller shall be solely and exclusively liable with respect to all Liabilities of Seller, other than the Assumed Liabilities (collectively the "<u>Excluded Liabilities</u>"). For the avoidance of doubt, the Excluded Liabilities include, but are not limited to, the following:

(a) any Liability of Seller, arising out of, or relating to, this Agreement or the transactions contemplated by this Agreement, whether incurred prior to, at or subsequent to the Closing Date, including all finder's or broker's fees and expenses and any and all fees and expenses of any Representatives of Seller;

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 23 of 253

(b) other than as specifically set forth herein, any Liability relating to (x) events or conditions occurring or existing in connection with, or arising out of, the Business as operated prior to the Closing Date, or (y) the ownership, possession, use, operation or sale or other disposition prior to the Closing Date of any Purchased Assets (or any other assets, properties, rights or interests associated, at any time prior to the Closing Date, with the Business);

(c) any Liability for Taxes (i) attributable to periods or portions thereof as determined pursuant to <u>Section 7.6(a)</u> ending on or prior to the Closing Date, (ii) of Seller, or any member of any consolidated, affiliated, combined or unitary group of which Seller is or has been a member, for Taxes and (iii) of any other Person pursuant to an agreement or otherwise;

(d) any Liability incurred by Seller or its directors, officers, stockholders, agents or employees (acting in such capacities) after the Closing Date;

(e) any Liability of Seller to any Person on account of any Action or Proceeding;

(f) any Liability relating to or arising out of the ownership or operation of an Excluded Asset;

(g) other than as specifically set forth herein, any Liability or obligation of Seller under any Indebtedness, including any Indebtedness owed to any stockholder, subsidiary or other Affiliate of Seller, and any Contract evidencing any such Indebtedness;

(h) any Liability with respect to Seller's employees (in their capacities as such), including, but not limited to, any Liability for severance or other termination payments or outstanding payroll taxes (which shall be paid by Seller during the Bankruptcy Case or immediately after the Closing Date from the proceeds of the transactions contemplated by this Agreement);

(i) other than as specifically set forth herein, fees or expenses of Seller incurred with respect to the transactions contemplated herein; and

(j) All Cure Costs and Supplier Obligations in excess of an aggregate amount of \$600,000.

2.5 <u>Assignments</u>.

(a) Seller shall transfer and assign all Assumed Contracts and Assumed Leases to Purchaser, and Purchaser shall assume all Assumed Contracts and Assumed Leases from Seller, as of the Closing Date pursuant to section 365 of the Bankruptcy Code and the Sale Order.

(b) The Sale Order shall provide that, as of the Closing, Seller shall assign to Purchaser the Assumed Contracts and Assumed Leases and the Assumed Contracts and Assumed Leases shall be identified by the name and date of the Assumed Contract or Assumed Lease, the other party to the Assumed Contract or Assumed Lease, as the case may be, and the address of

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 24 of 253

such party for notice purposes, all included on an exhibit attached to either the motion filed in connection with the Sale Order or a motion for authority to assume and assign such Assumed Contracts and Assumed Leases. Such exhibit shall also (i) set forth the amounts necessary to cure any defaults under each of the Assumed Contracts and Assumed Leases as determined by Seller based on Seller's books and records or as otherwise determined by the Bankruptcy Court, and (ii) delineate a procedure for transferring to Purchaser the rights to any security deposits in the form of cash or letters of credit on deposit with the other party to any Assumed Lease.

(c) In the case of Permits, Leases, Contracts and other commitments included in the Purchased Assets that cannot be transferred or assigned effectively without the consent of third parties, which consent has not been obtained prior to the Closing (after giving effect to the Sale Order and the Bankruptcy Code), Seller shall, subject to any approval of the Bankruptcy Court that may be required and the terms set forth in <u>Section 7.4</u>, cooperate with Purchaser in endeavoring to obtain such consent (all such consents, whether obtained prior to or after the Closing being referred to herein as the "<u>Other Consents</u>").

2.6 <u>Further Assurances</u>.

(a) At the Closing, and at all times thereafter as may be necessary, to the extent Seller has personnel and at Purchaser's expense, Seller and Purchaser shall execute and deliver such other instruments of transfer as shall be reasonably necessary to vest in Purchaser title to the Purchased Assets free and clear of all Encumbrances (other than Permitted Encumbrances), and such other instruments as shall be reasonably necessary to evidence the assignment by Seller and the assumption by Purchaser or its designee of the Assumed Liabilities, including the Assumed Contracts and Assumed Leases. Seller and Purchaser shall cooperate with one another to execute and deliver such other documents and instruments as may be reasonably required to carry out the transactions contemplated hereby.

(b) At the Closing, and at all times as may be necessary thereafter, (i) to the extent that Seller has the personnel and documentation required to do so and (ii) at Purchaser's expense, Seller shall, at the reasonable request of Purchaser, execute, deliver, and file, or cause to be executed, delivered, and filed, such other instruments of conveyance and transfer and take such other actions as Purchaser may reasonably request, in order to more effectively consummate the transactions contemplated by this Agreement and to vest in Purchaser good and marketable title to the Intellectual Property included in the Purchased Assets, including executing, filing, and recording, with all appropriate intellectual property registration authorities and other relevant entities, all assignment instruments and other filings that are necessary to correctly record the transfer of title to Purchaser with respect to ownership of the Intellectual Property included in the Purchased Assets.

(c) Seller hereby grants to Purchaser a power of attorney, which power of attorney is irrevocable and coupled with an interest, to execute, deliver and/or file on behalf of Seller any documents or instruments required to be executed, delivered or filed by or on behalf of Seller after the Closing pursuant to this <u>Section 2.6</u>.

SECTION 3 PURCHASE PRICE

3.1 <u>Purchase Price</u>.

(a) Subject to the terms and conditions set forth in this Agreement and in reliance upon the representations and warranties of the Parties set forth herein, at the Closing, the purchase price to be paid by Purchaser to Seller in exchange for the Purchased Assets (the "<u>Purchase Price</u>") shall be the sum of the following:

- (i) the amount of the Good Faith Deposit; <u>plus</u>
- (ii) cash in the amount of \$3,800,000 (such amount, the "Cash

Balance"); plus

(iii) the Cure Costs set forth on <u>Schedule 2.3(a)(i)</u> or as otherwise determined by the Bankruptcy Court, <u>plus</u> the Supplier Obligations set forth on <u>Schedule 2.3(a)(ii)</u> or as otherwise determined by the Bankruptcy Court; <u>provided</u>, <u>however</u>, that Purchaser's obligation to pay the Cure Costs and the Supplier Obligations shall not exceed an aggregate amount of \$600,000; <u>plus</u>

(iv) the assumption by Purchaser of the Assumed Liabilities.

3.2 <u>Closing Date Payment</u>.

At the Closing, Purchaser shall satisfy the Purchase Price as follows:

(a) Purchaser shall deliver the Cash Balance <u>less</u> the Holdback Amount via wire transfer of immediately available funds to the account(s) designated by Seller;

(b) Purchaser shall pay directly to the obligees identified on <u>Schedules</u> <u>2.3(a)(i)</u> and <u>2.3(a)(ii)</u> the Cure Costs and Supplier Obligations, respectively; <u>provided</u>, <u>however</u>, that Purchaser's obligation to pay the Cure Costs and the Supplier Obligations shall not exceed an aggregate amount of \$600,000; <u>provided further</u>, <u>however</u>, that in the event that the Cure Costs and Supplier Obligations exceed an aggregate amount of \$600,000, Seller shall pay the difference between (i) the aggregate amount of the Cure Costs and the Supplier Obligations and (ii) \$600,000 directly to the obligees identified on <u>Schedules 2.3(a)(i)</u> and <u>2.3(a)(ii)</u> to the extent not paid by Purchaser; and

(c) with respect to the Assumed Liabilities, by Purchaser assuming such Assumed Liabilities at the Closing; provided, however, that to the extent any such Assumed Liabilities are able to be satisfied at Closing, Purchaser shall satisfy such Assumed Liabilities either at Closing or, in Purchaser's sole discretion, in the Ordinary Course of Business.

3.3 <u>Purchase Price Adjustment</u>

(a) The Purchase Price shall be subject to an adjustment as follows:

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 26 of 253

(i) if Net Working Capital as of the Closing Date is greater than the Net Working Capital Target by more than \$40,000 (a "<u>Positive Variance</u>"), then Purchase Price shall be increased by the difference between \$40,000 and the amount of the Positive Variance.

(ii) if Net Working Capital as of the Closing Date is less than the Net Working Capital Target by more than \$40,000 (a "<u>Negative Variance</u>"), then the Purchase Price shall be reduced by the difference between \$40,000 and the amount of the Negative Variance.

Within fifteen (15) days after the Closing Date, Seller will prepare and (b) deliver to Purchaser a statement of the actual delivered Net Working Capital (the "Working Capital Statement"). Purchaser will have the opportunity to review the Working Capital Statement for fifteen (15) days after the Working Capital Statement is delivered by Seller (the "Review Period"). During the Review Period Seller will provide to Purchaser reasonable access to all information, including accountants' working papers, to enable Purchaser to review the Working Capital Statement. The Working Capital Statement will be final, conclusive and binding on Purchaser unless, during the Review Period, Purchaser notifies Seller in writing of Purchaser's objections to the Working Capital Statement, specifically identifying the disputed items, the amounts of the disputed items and the basic facts underlying Purchaser's objections. If Purchaser gives notice of any objection to the Working Capital Statement, the Parties will try in good faith to resolve the objections within thirty (30) days after the delivery of notice by Purchaser. If the Parties resolve the objections within that time period, they will promptly record the resolution in a writing signed by each of them, and the resolution will be final, conclusive and binding on each of them. If the Parties are unable to resolve the objections within that time period, Purchaser and Seller shall jointly retain a nationally recognized firm of independent certified public accountants mutually acceptable to Purchaser and Seller (an "Independent Accounting Firm") to resolve the disputed items and the determinations of such Independent Accounting Firm shall be conclusive and binding upon the Parties for the purposes of this Section 3.3(b). The costs, fees and expenses of the Independent Accounting Firm shall be borne equally by Purchaser and Seller. The Independent Accounting Firm will act as a neutral arbitrator, and to the extent GAAP leaves room for discretion, will exercise that discretion independently, but within the range of differences between the Parties. The Parties will be afforded an opportunity to present their positions and such materials as the Independent Accounting Firm shall deem appropriate. The Independent Accounting Firm will be instructed to revise the Working Capital Statement as appropriate to reflect its resolution of the disputed matters within sixty (60) days following its engagement, which resolution will be final, conclusive and binding on the Parties.

(c) Upon expiration of the Review Period, if the Purchase Price is determined to be greater than the aggregate of the payments made pursuant to <u>Section 3.2</u>, Purchaser will pay the difference to Seller within three (3) Business Days, and if the Purchase Price is determined to be less than such aggregate amount, Seller will pay the difference to Purchaser within three (3) Business Days.

3.4 <u>Holdback Amount</u>.

The Purchase Price payable by Purchaser at the Closing shall be subject to a holdback in the amount of \$400,000 (the "<u>Holdback Amount</u>"), which amount shall be deposited

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 27 of 253

into the attorney trust account of either (i) Cullen and Dykman LLP, (ii) Meltzer, Purtill & Stelle LLC or (iii) a law firm selected by Purchaser. The Holdback Amount shall be applied as follows: (i) to pay the Management Transition Payment, (ii) to pay the amount, if any, that Seller is obligated to pay to Purchaser pursuant to <u>Section 3.3</u> hereof, and (iii) to pay, satisfy or reimburse the Purchaser Reimbursable Expenses, if any. As soon as practicable after the Closing Date, the Management Transition Payment shall be released from the Holdback Amount. Upon the later of three (3) months after the Closing Date and the date the Purchase Price is finally determined pursuant to Section 3.3 hereof, Purchaser shall pay to Seller, in cash, the remainder of the Holdback Amount, <u>less</u> the amount, if any, that Seller is obligated to pay to Purchaser pursuant to <u>Section 3.3</u> hereof, less the Purchaser Reimbursable Expenses, if any.

3.5 <u>Good Faith Deposit</u>.

Purchaser has deposited into the attorney trust account of Cullen and Dykman LLP, counsel to Seller, an amount equal to \$200,000 (the "<u>Good Faith Deposit</u>") in immediately available, good funds of the United States of America. Upon execution of this Agreement by Seller and Purchaser, the Good Faith Deposit shall be nonrefundable solely upon termination of this Agreement by Seller pursuant to <u>Section 9.1(d)</u>, and shall be refunded to Purchaser within two (2) Business Days after termination of this Agreement for any other reason provided for in <u>Section 9.1</u>. At the Closing, the Good Faith Deposit (and any interest or income accrued thereon) shall be paid over to Seller and upon such payment, credited and applied toward payment of the Purchase Price and the amount of any such interest or income accrued on the Good Faith Deposit as of the Business Day prior to the Closing Date shall be credited dollar for dollar against the Cash Balance. In the event the Good Faith Deposit and all interest or income accrued thereon shall be immediately disbursed to Seller to be retained by Seller for its own account.

3.6 <u>Allocation of Purchase Price</u>.

Purchaser shall prepare for Seller's review and approval an allocation of the Purchase Price (and all other capitalized costs) among the Purchased Assets for U.S. federal, state, local and foreign income and franchise Tax purposes. The allocation shall be reasonable and shall be prepared in accordance with Section 1060 of the Code and the regulations thereunder. As soon as practicable after the date hereof, Purchaser shall deliver such allocation to Seller. Seller agrees that, following their approval of such allocation, such approval not to be unreasonably withheld or delayed, Seller shall confirm approval in writing to Purchaser, it being understood and agreed that on or before the tenth (10th) Business Day following its receipt of the allocation from Purchaser as herein provided, Seller shall either deliver written approval thereof to Purchaser or, in the event that Seller shall have objections to all or any portion of the allocation, Seller shall deliver to Purchaser a revised allocation. The revised allocation shall be reasonable and shall be prepared in accordance with Section 1060 of the Code and the regulations thereunder. If Seller and Purchaser cannot agree on the propriety of the revised allocation, then they will submit the dispute to a national accounting firm mutually agreed to by the Parties, and abide by its determination. The Parties shall equally bear the costs associated with such a neutral determination. Purchaser and Seller agree that such final allocation will be binding on all parties, and that Purchaser and Seller will report, act and file Tax Returns (including, but not limited to Internal Revenue Service Form 8594) in all respects and for all

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 28 of 253

purposes consistent with such allocation. Neither Purchaser nor Seller shall take any position (whether in audits, Tax Returns or otherwise) that is inconsistent with such allocation unless required to do so by applicable law. Purchaser and Seller agree to prepare and timely file all applicable Internal Revenue Service forms required in connection with the transactions contemplated by this Agreement, including Form 8594, and other governmental forms, to cooperate with each other in the preparation of such forms and to furnish each other with a copy of such forms prepared in draft, within a reasonable period prior to the filing due date thereof.

SECTION 4 THE CLOSING

4.1 <u>Closing Date</u>.

Upon the terms and conditions set forth in this Agreement the closing of the sale of the Purchased Assets and the assumption of the Assumed Liabilities contemplated hereby (the "<u>Closing</u>") shall take place at the offices of Cullen and Dykman LLP, One Riverfront Plaza, Newark, New Jersey 07102, or by electronic delivery of required Closing items, as promptly as practicable, and at no time later than the third Business Day, following the date on which the conditions set forth in <u>Section 8</u> have been satisfied or waived (other than the conditions which by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions), or at such other place or time as Purchaser and Seller may mutually agree. The date and time at which the Closing actually occurs is hereinafter referred to as the "<u>Closing Date</u>."

4.2 <u>Purchaser's Deliveries</u>.

At or prior to the Closing, Purchaser shall deliver to Seller:

(a) the Assumption and Assignment Agreement, and each other Ancillary Document to which Purchaser is contemplated to be a party, duly executed by Purchaser;

(b) the Cash Balance;

(c) the officer's certificates required to be delivered pursuant to Sections 8.3(a) and 8.3(b); and

(d) such other assignments and other good and sufficient instruments of assumption and transfer, in form reasonably satisfactory to Seller, as Seller may reasonably request to transfer and assign the Assumed Liabilities to Purchaser.

4.3 <u>Seller's Deliveries</u>.

At or prior to the Closing, Seller shall deliver to Purchaser:

(a) A bill of sale in the form attached hereto as $\underline{\text{Exhibit F}}$ or such other form as may be in form and substance reasonably satisfactory to Purchaser (the "<u>Bill of Sale</u>") and any required assumption and assignment agreement and each other Ancillary Document to which Seller is contemplated to be a party, duly executed by such applicable Seller(s);

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 29 of 253

(b) instruments of assignment of the Patents (the "<u>Assignment of Patents</u>"), Trademarks (the "<u>Assignment of Trademarks</u>"), Copyrights (the "<u>Assignment of Copyrights</u>") and Domain Names (the "<u>Assignment of Domain Names</u>") that are owned by Seller and included in the Purchased Assets, if any, duly executed by Seller, in form for recordation with the appropriate Governmental Authorities, in form reasonably acceptable to the Parties, and any other assignments or instruments with respect to any Intellectual Property included in the Purchased Assets for which an assignment or instrument is required to assign, transfer and convey such assets to Purchaser;

(c) evidence of receipt of the Other Consents and Third Party Consents to the extent such consents are not provided for or satisfied by the Sale Order;

(d) a copy of the final Sale Order;

(e) the officer's certificates required to be delivered pursuant to Sections $\underline{8.2(a)}$ and $\underline{8.2(b)}$;

(f) certificates executed by Seller, in the form prescribed under Treasury Regulation Section 1.1445-2(b), that Seller is not a foreign person within the meaning of Section 1445(f)(3) of the Code;

(g) instruments of assumption and assignment of the Assumed Leases in form reasonably acceptable to the Parties (the "<u>Assumption and Assignment of Leases</u>"), duly executed by Seller, in form for recordation with the appropriate public land records, if necessary, and any other related documentation or instruments with respect to any Assumed Lease;

(h) (i) all lease files for the Assumed Leases, including copies of any plans, specifications, warranties and other documents related thereto, and (ii) keys for the Leased Real Property and the access codes for any electronic security system located at the Leased Real Property which is the subject of an Assumed Lease;

(i) a certificate of good standing, or equivalent document, for Seller, as certified by the applicable Government Authority;

(j) all instruments and documents necessary to release any and all Encumbrances (other than Permitted Encumbrances), including appropriate UCC financing statement amendments (termination statements); and

(k) such other bills of sale, deeds, endorsements, assignments and other good and sufficient instruments of conveyance and transfer, in form reasonably satisfactory to Purchaser, as Purchaser may reasonably request to vest in Purchaser all the right, title and interest of Seller in, to or under any or all the Purchased Assets.

SECTION 5 REPRESENTATIONS AND WARRANTIES OF SELLER

As an inducement to Purchaser to enter into this Agreement and to consummate the transactions contemplated hereby, Seller represents and warrants to Purchaser and agrees as follows:

5.1 <u>Organization of Seller</u>.

Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois. Seller is in good standing in each jurisdiction in which the ownership or leasing of its properties or the conduct of its businesses requires such qualification, except where failure to so qualify or be in good standing would not reasonably be expected to have a Material Adverse Effect. Seller has full power and authority to own or lease and to operate and use the Purchased Assets and to carry on the Business as now conducted.

5.2 <u>Subsidiaries and Investments</u>.

Except as set forth on <u>Schedule 5.2</u>, Seller does not directly or indirectly, own, of record or beneficially, any outstanding voting securities, membership interests or other equity interests in any Person.

5.3 <u>Authority of Seller</u>.

(a) Seller has full power and authority to execute, deliver and, subject to the entry of the Sale Order, perform its obligations under, and consummate the transactions contemplated by, this Agreement and each of the Ancillary Documents to which Seller is (or will be) a party. The execution, delivery and performance of this Agreement and such Ancillary Documents by Seller, and consummation of the transactions contemplated hereby and thereby, have been duly authorized and approved by all required action on the part of Seller, including by Seller's board of directors (or similar governing body) and, subject to the entry of the Sale Order, does not require any authorization or consent of Seller's shareholders or members that has not been obtained. This Agreement has been duly authorized, executed and delivered by Seller and, subject to the entry of the Sale Order, is the legal, valid and binding obligation of Seller is (or will be) a party has been duly authorized by Seller and upon execution and delivery by Seller and subject to the entry of the Sale Order, will be a legal, valid and binding obligation of Seller is (or will be) a party has been duly authorized by Seller and upon execution and delivery by Seller and subject to the entry of the Sale Order, will be a legal, valid and binding obligation of Seller is (or will be) a party has been duly authorized by Seller and upon execution and delivery by Seller and subject to the entry of the Sale Order, will be a legal, valid and binding obligation of Seller enforceable in accordance with its terms.

(b) Subject to receipt of the Other Consents and Third Party Consents, and after giving effect to the Sale Order, none of the execution and delivery of this Agreement or any of the Ancillary Documents by Seller, the consummation by Seller of any of the transactions contemplated hereby or thereby, or compliance with or fulfillment of the terms, conditions and provisions hereof or thereof by Seller, will conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default or an event of default, or permit the acceleration of any Liability or obligation or loss of a material benefit, or result in the creation of any Encumbrance on any of the assets or properties of the Business (in each case with or without notice or lapse of time or both), under (i) any charter (or similar governing instrument) or byCase 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 31 of 253

laws (or similar governing document) of Seller, (ii) any Permits, (iii) any Order to which Seller is bound or any Purchased Asset is subject, (iv) any Legal Requirement affecting Seller or the Purchased Assets, or (v) any Contract to which Seller or any of the Purchased Assets is a party or otherwise bound, except in the case of clauses (ii) through and including (v) has not had and would not reasonably be expected to have a Material Adverse Effect.

5.4 <u>Title to Purchased Assets.</u>

Seller has, and, upon delivery to Purchaser on the Closing Date of the instruments of transfer contemplated by <u>Section 4.3</u>, and subject to the terms of the Sale Order, Seller will thereby transfer to Purchaser, good and valid title to, or, in the case of property leased or licensed by Seller, a valid and subsisting leasehold interest in or a legal, valid and enforceable licensed interest in or right to use, all of the Purchased Assets, free and clear of all Encumbrances, except for (i) the Assumed Liabilities, (ii) Permitted Encumbrances and (iii) Encumbrances in favor of lenders or other parties as identified on <u>Schedule 5.4</u> hereto (the "<u>Other Encumbrances</u>"), which will be released or terminated at Closing. Except for the Excluded Assets there are no material assets, material properties, material rights or material interests of any kind or nature that Seller has been using, holding or operating in the Business that will not be used, held or owned by Purchaser immediately following the Closing.

5.5 <u>Consents and Approvals.</u>

Other than the Sale Order, <u>Schedule 5.5</u> sets forth a true and complete list of each material consent, waiver, authorization or approval of any Governmental Authority, and each declaration to or filing or registration with any such Governmental Authority, that is required in connection with the execution and delivery of this Agreement and the Ancillary Documents by Seller or the performance by Seller of its obligations thereunder (the "<u>Third Party Consents</u>").

5.6 <u>Intellectual Property</u>.

<u>Schedule 5.6</u> sets forth an accurate and complete list of all registered Intellectual Property owned by Seller and all pending applications therefor.

5.7 <u>No Government Violations</u>.

Except as set forth on <u>Schedule 5.7</u>, no Seller has been cited for any material OSHA, EPA and/or any other governmental violation, and to Seller's knowledge, there is no fact or event which, with the passage of time, will give rise to such a citation or violation.

5.8 <u>No Pending or Threatened Suits</u>.

Except as set forth on <u>Schedule 5.8</u>, there are no Actions or Proceedings, or to Seller's knowledge, threatened against Seller which may have a Material Adverse Effect.

5.9 <u>Conduct of Business</u>.

Prior to the date hereof, Seller has maintained the Purchased Assets and operated and carried on the Business in the Ordinary Course of Business, and has paid the suppliers identified on <u>Schedule 2.3(a)(ii)</u> on terms agreed to by Seller and each supplier.

5.10 Key Customers; Key Suppliers.

No customer identified in <u>Schedule 5.10</u> hereto (each a "<u>Key Customer</u>") has notified Seller that it has or intends to terminate or modify its relationship with Seller in any way that would have a Material Adverse Effect on the Business. No supplier identified on <u>Schedule</u> <u>2.3(a)(ii)</u> hereto (each a "<u>Key Supplier</u>") has notified Seller that it has or intends to terminate or modify its relationship with Seller in any way that would have a Material Adverse Effect on the Business.

5.11 <u>Environmental, Health and Safety Matters</u>.

Except as set forth on Schedule 5.11 hereto: (a) Seller has obtained all Permits required by applicable Environmental Laws necessary for the operation of the Business, all such Permits are valid and in full force and effect, and Seller is in compliance in all material respects with all terms and conditions of such Permits; (b) there is no proceeding pending for which Seller has been served with written notice or threatened which would result in the reversal, rescission, termination, material modification or suspension of any material environmental or health or safety permits necessary for the operation of the Business; (c) Seller has operated and is operating the Business in all material respects in compliance with all Environmental Laws applicable to Seller; (d) Seller has not received any written notice, and there is no investigation pending or threatened, to the effect that the Business has or may have material Liability for or as a result of the release or threatened release at the Leased Real Property of a Hazardous Substance into the environment or for the suspected unlawful presence at the Leased Real Property of Hazardous Substances; (e) the Business has not treated, stored, disposed of, arranged for the disposal of, transported, handled, released or exposed any Person to any Hazardous Substances (and the Leased Real Property is not contaminated by any Hazardous Substance) so as to give rise to any material Liability, including for response costs, corrective action costs, personal injury, property damage, natural resources damage or attorneys' fees, or any material investigative, corrective or remedial obligations, pursuant to any Environmental Laws; and (f) there are no underground storage tanks, asbestos in a friable condition, polychlorinated biphenyls in regulated quantities or landfills or other waste disposal areas at the Leased Real Property.

5.12 <u>No Finder</u>.

Except for Three Twenty-One Capital Partners, no Person has acted, directly or indirectly, as a broker, finder or financial advisor for Seller in connection with the transactions contemplated by this Agreement and no Person is entitled to any fee or commission or like payment from Purchaser in respect thereof based on any acts by or on behalf of Seller.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES IN <u>SECTION 5</u> HEREOF, THE ANCILLARY DOCUMENTS AND ALL OTHER DOCUMENTS, INSTRUMENTS AND CERTIFICATES REQUIRED TO BE DELIVERED TO

PURCHASER AT OR IN CONNECTION WITH THE CLOSING, INCLUDING WITHOUT LIMITATION THE OFFICER'S CERTIFICATES OF SELLER REQUIRED BY SECTIONS 8.2(A)(I) AND (A)(II): (A) NEITHER SELLER, NOR ANY OF ITS **REPRESENTATIVES, AGENTS, DIRECT OR INDIRECT SHAREHOLDERS, OR ANY** OF THE AFFILIATES OF ANY OF THE FOREGOING, MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WITH RESPECT TO THE PURCHASED ASSETS, THE ASSUMED LIABILITIES OR THE BUSINESS, OR WITH **RESPECT TO ANY OTHER INFORMATION PROVIDED, OR MADE AVAILABLE,** TO PURCHASER OR ANY OF ITS REPRESENTATIVES, AGENTS, DIRECT OR INDIRECT SHAREHOLDERS, OR ANY OF THE AFFILIATES OF ANY OF THE FOREGOING, IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY; (B) ALL THE PURCHASED ASSETS SHALL BE TRANSFERRED ON AN "AS-IS, WHERE-IS" BASIS; AND (C) SELLER MAKES NO FURTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTY OR REPRESENTATION AS TO THE VALUE, CONDITION, MERCHANTABILITY OR SUITABILITY AS TO ANY OF THE PURCHASED ASSETS), IN RESPECT OF THE CONDITION OR SUITABILITY OF SUCH REPRESENTATION AND THE PURCHASED ASSETS, AND ANY WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, AND PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED THEREON AND HAS ONLY **RELIED ON THE REPRESENTATIONS AND WARRANTIES IN SECTION 5** HEREOF, THE ANCILLARY DOCUMENTS AND ALL OTHER DOCUMENTS, INSTRUMENTS AND CERTIFICATES REQUIRED TO BE DELIVERED TO PURCHASER AT OR IN CONNECTION WITH THE CLOSING, INCLUDING WITHOUT LIMITATION THE OFFICER'S CERTIFICATES OF SELLER REQUIRED BY SECTIONS 8.2(A)(I) AND (A)(II).

SECTION 6 <u>REPRESENTATIONS AND WARRANTIES OF PURCHASER</u>

As an inducement to Seller to enter into this Agreement and to consummate the transactions contemplated hereby, Purchaser hereby represents and warrants to Seller and agrees as follows:

6.1 Organization and Authority of Purchaser.

(a) Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Purchaser has full power and authority to execute, deliver and perform its obligations under this Agreement and all of the Ancillary Documents to which it is (or will be) a party. The execution, delivery and performance of this Agreement and such Ancillary Documents by Purchaser have been duly authorized and approved by Purchaser's managers and do not require any further authorization or consent of Purchaser or its managers or members. This Agreement has been duly authorized, executed and delivered by Purchaser in accordance with its terms, and each Ancillary Document to which Purchaser is (or will be) a party has been duly authorized by Purchaser and upon execution and delivery by Purchaser will be a legal, valid and binding obligation of Purchaser enforceable against

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 34 of 253

Purchaser in accordance with its terms, except as (i) enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally and (ii) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses.

(b) None of the execution and delivery of this Agreement or any of the Ancillary Documents by Purchaser, the consummation by Purchaser of any of the transactions contemplated hereby or thereby, or compliance with or fulfillment of the terms, conditions and provisions hereof or thereof by Purchaser, will (A) conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default or an event of default, or permit the acceleration of any Liability or obligation or loss of a material benefit, or result in the creation of any Encumbrance on any of the assets or properties of Purchaser (in each case with or without notice or lapse of time or both), under (i) any charter (or similar governing instrument) or bylaws (or similar governing document) of Purchaser, (ii) any Order to which Purchaser or any of its assets is bound or subject, (iii) any Legal Requirement affecting Purchaser, or (iv) any Contract to which Purchaser is a party or otherwise bound, or (B) require the approval, consent, authorization or act of, or the making by Purchaser of any declaration, filing or registration with, any Person, other than filings with the Bankruptcy Court.

6.2 <u>Payment of Purchase Price</u>.

The obligations of Purchaser under this Agreement are not contingent on the availability of financing. Purchaser shall have at the Closing sufficient cash, available lines of credit or other sources of immediately available funds to enable it to make payment of the Cash Balance to Seller pursuant to this Agreement and to pay any other amounts to be paid by it hereunder, including the Assumed Liabilities.

6.3 <u>Ownership of Seller</u>.

Purchaser does not hold, directly or indirectly, any beneficial or other ownership interest in Seller or any of its securities.

SECTION 7 COVENANTS OF THE PARTIES

The Parties covenant and agree to take the following actions between the date hereof and the earlier of the termination of this Agreement and the Closing Date:

7.1 <u>Conduct of Business Prior to the Closing Date</u>.

From and after the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with the terms of Section 9 hereof, Seller shall maintain the Purchased Assets and operate and carry on the Business only in the Ordinary Course of Business, and subject to the entry of an order of the Bankruptcy Court authorizing Seller to use the cash collateral of its secured lender and/or obtain post-petition financing on a secured basis, shall pay the suppliers identified on Schedule 2.3(a)(ii) on the terms specified by the suppliers or as otherwise agreed to by Seller and the suppliers, except as otherwise expressly required by this Agreement or with the express written consent of Purchaser. In connection

therewith, Seller shall not (1) offer employment for any period on or after the Closing Date to any employee of Seller if Purchaser has made an offer of employment in accordance with the terms set forth herein or (2) otherwise attempt to persuade any such employee or agent to terminate his or her relationship with Seller.

7.2 <u>Investigation of the Business by Purchaser</u>.

Subject to the terms of the Confidentiality Agreement, Seller shall permit Purchaser's authorized Representatives reasonable access during regular business hours and upon reasonable notice, to the offices, properties, agreements and other documentation and financial records with respect to the Business, the Purchased Assets and the Assumed Liabilities and reasonable access during regular business hours and upon reasonable notice to Seller's customers and suppliers, all to the extent Purchaser reasonably requests. Any such investigation shall be conducted in a manner so as not to interfere with the operations of the Business.

7.3 <u>Expenses</u>.

Except to the extent otherwise specifically provided herein, whether or not the transactions contemplated hereby are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by the Party incurring such costs and expenses.

7.4 <u>Governmental Approvals</u>.

(a) Seller and Purchaser shall act diligently and reasonably, and shall cooperate with each other, to do or cause to be done, all things necessary, proper or advisable consistent with applicable confidentiality and Legal Requirements to cause the conditions precedent to the Closing to be satisfied and to cause the Closing to occur, including to secure any consents and approvals of any governmental authority required to be obtained by them, in order to assign or transfer any Permits to Purchaser, to permit the consummation of the transactions contemplated by this Agreement, or to otherwise satisfy the conditions set forth in <u>Section 8</u>, in each case as necessary to the extent such consents are not provided for or satisfied by the Sale Order.

(b) Subject to all applicable confidentiality and Legal Requirements, each of Seller and Purchaser (i) shall promptly inform each other of any communication from any Governmental Authority concerning this Agreement, the transactions contemplated hereby, and any filing, notification or request for approval and (ii) shall permit the other Party to review in advance any proposed written communication or information submitted to any such Governmental Authority in response thereto; provided, that a Party may request entry into a joint defense agreement as a condition to providing any such materials and that, upon receipt of that request, the Parties shall work in good faith to enter into a joint defense agreement to create and preserve attorney-client privilege in a form and substance mutually acceptable to the Parties. In addition, none of Parties shall agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation or other inquiry with respect to this Agreement or the transactions contemplated hereby, unless such Party consults with the other Parties in advance and, to the extent permitted by any such Governmental Authority, gives the other Parties

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 36 of 253

the opportunity to attend and participate thereat, in each case to the maximum extent practicable. Subject to any restrictions under applicable laws, rules or regulations, each Party shall furnish the other with copies of all correspondence, filings and communications (and memoranda setting forth the substance thereof) between it and its Affiliates and their respective Representatives on the one hand, and the Governmental Authority or members of its staff on the other hand, with respect to this Agreement, the transactions contemplated hereby (excluding documents and communications which are subject to preexisting confidentiality agreements or to the attorneyclient privilege or work product doctrine) or any such filing, notification or request for approval. Each Party shall also furnish the other Party with such necessary information and assistance as such other Party and its Affiliates may reasonably request in connection with their preparation of necessary filings, registration or submissions of information to the Governmental Authority in connection with this Agreement, the transactions contemplated hereby and any such filing, notification or request for approval. Seller and Purchaser shall prosecute all required requests for approval with all necessary diligence and otherwise use their respective commercially reasonable efforts to obtain the grant thereof by an Order as soon as possible including in order to resolve such objections or suits which, in any case if not resolved, could reasonably be expected to prevent, materially impede or materially delay the consummation of the transactions contemplated hereunder or the other transactions contemplated hereby, including by Purchaser selling, holding separate or otherwise disposing of or conducting its business in a manner which would resolve such objections or suits or agreeing to sell, hold separate or otherwise dispose of or conduct its business in a manner which would resolve such objections or suits or permitting the sale, holding separate or other disposition of, any of its assets or the assets of its subsidiaries or the conducting of its business in a manner which would resolve such objections or suits.

(c) Notwithstanding anything else to the contrary in this Agreement, in the event that any Action or Proceeding is instituted (or threatened to be instituted) by a Governmental Authority or private party challenging the transactions hereunder or any other agreement contemplated hereby, (i) each Party shall cooperate in all respects with each other and use its respective best efforts to contest and resist any such Action or Proceeding and to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the transactions contemplated by this Agreement, and (ii) Purchaser must defend, at its sole cost and expense, any action or actions, whether judicial or administrative, in connection with the transactions contemplated by this Agreement.

7.5 <u>Employee Matters</u>.

(a) <u>Transferred Employees</u>. Purchaser shall employ, effective as of the Closing Date and continuing for not less than sixty (60) days following the Closing Date, substantially all of Seller's employees who remain employed by Seller immediately prior to the Closing (including employees on approved leave of absence). The names of Seller's employees as of the date hereof are listed on <u>Schedule 7.5(a)</u>. Those of Seller's employees (including any employees whose names are not set forth on <u>Schedule 7.5(a)</u>) who commence working for Purchaser on the Closing Date (or upon return to work from approved leave of absence) shall hereafter be referred to as "<u>Transferred Employees</u>". Such Transferred Employees shall receive the annual or hourly rate of pay, and with comparable opportunity to receive incentive or performance pay (other than equity based incentive compensation), at which such employees

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 37 of 253

were employed immediately prior to the Closing. Such Transferred Employees shall receive benefits and be covered by employment policies on substantially similar terms and conditions as other employees of Purchaser or its Subsidiaries with similar titles and functions. Without limiting the generality of the foregoing, such employee benefits shall include immediate eligibility to participate in medical and health insurance plans and 401(k) or retirement plans under plans sponsored by Purchaser.

(b) <u>Employment Tax Reporting</u>. With respect to Transferred Employees, Purchaser and Seller shall use the standard procedure set forth in Revenue Procedure 2004-53m 2004-34 I.R.B. 320, for purposes of employment tax reporting.

(c) <u>No Obligation</u>. Nothing contained in this Agreement shall be construed to require the employment of (or prevent the termination of employment of) any individual, require minimum benefit levels or prevent any change in the employee benefits provided to any individual Transferred Employee. No provision of this Agreement shall create any third party beneficiary rights in any employee or former employee of Seller or any other Person (including any beneficiary or dependent thereof) of any nature or kind whatsoever, including in respect of continued employment (or resumed employment) for any specified period. Nothing in this <u>Section 7.5</u> is intended to interfere with Purchaser's right from and after the Closing to terminate the employment of, or change the compensation and benefits available to, any Transferred Employee.

7.6 <u>Tax Matters</u>.

(a) Seller shall be liable for and shall pay, and pursuant to <u>Section 7.6(c)</u> shall reimburse Purchaser for, all Taxes (whether assessed or unassessed) applicable to the Business and the Purchased Assets, in each case attributable to periods (or portions thereof) ending on or prior to the Closing Date. Without limiting the obligations of Purchaser contained elsewhere in this Agreement, including in respect of the Assumed Liabilities, Purchaser shall be liable for and shall pay, and pursuant to <u>Section 7.6(c)</u> shall reimburse Seller for, all Taxes (whether assessed or unassessed) applicable to the Business, the Purchased Assets and the Assumed Liabilities, in each case attributable to periods (or portions thereof) beginning after the Closing Date. For purposes of this paragraph (a), any period beginning before and ending after the Closing Date shall be treated as two partial periods, one ending on the Closing Date and the other beginning on the day after the Closing Date except that Taxes (such as property Taxes) imposed on a periodic basis shall be allocated on a daily basis.

(b) Without limiting the other terms set forth in this Agreement, any sales Tax, use Tax, real property transfer or gains Tax, real property records recordation fees, documentary stamp Tax or similar Tax attributable to the sale or transfer of the Purchased Assets and not exempted under the Sale Order or by section 1146(c) of the Bankruptcy Code shall be borne by Seller.

(c) Seller or Purchaser, as the case may be, shall provide reimbursement for any Tax paid by one Party all or a portion of which is the responsibility of the other Party in accordance with the terms of this <u>Section 7.6</u>. Within a reasonable time prior to the payment of any such Tax, the Party paying such Tax shall give notice to the other of the Tax payable and

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 38 of 253

each Party's respective liability therefor, although failure to do so will not relieve the other Party from its liability hereunder.

(d) Purchaser and Seller agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Business and the Purchased Assets (including access to books and records) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any taxing authority, and the prosecution or defense of any claim, Action or Proceeding relating to any Tax. Purchaser and Seller shall retain all books and records with respect to Taxes pertaining to the Purchased Assets for a period of at least six years following the Closing Date. On or after the end of such period, each Party shall provide the other with at least ten (10) days prior written notice before destroying any such books and records, during which period the Party receiving such notice can elect to take possession, at its own expense, of such books and records. Seller and Purchaser shall cooperate with each other in the conduct of any audit or other Proceeding relating to Taxes involving the Purchased Assets or the Business.

7.7 <u>Submission for Bankruptcy Court Approval.</u>

(a) Seller shall file a voluntary petition commencing the Bankruptcy Case within two (2) Business Days after the date of the Parties' execution of this Agreement. On the Petition Date, Seller shall file with the Bankruptcy Court the Sale Motion and such other motions and supporting papers in form and substance acceptable to Purchaser as required to seek approval of the transactions contemplated by this Agreement. Seller shall use commercially reasonable efforts to (i) prosecute the Sale Motion, (ii) ensure that the Bidding Procedures Order is entered not later than twenty-one (21) days after the Petition Date, and (iii) ensure that the Sale Order is entered no later than the date that is forty-two (42) days after the Petition Date, that the Sale Order becomes effective immediately upon entry and that the provisions of Federal Rules of Bankruptcy Procedure 6004(h) and 6006(d) be waived for cause.

(b) Seller shall give notice under the Bankruptcy Code of the request for the relief specified in the Sale Motion to all Persons entitled to notice pursuant to the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the local rules of the Bankruptcy Court, and orders of the Bankruptcy Court, including all Persons that have asserted Encumbrances in the Purchased Assets, and all non-debtor parties to the Assumed Contracts and Assumed Leases, and other appropriate notice, including such additional notice as the Bankruptcy Court shall direct, and provide appropriate opportunity for hearing, to all parties entitled thereto, of all motions, orders, hearings, or other proceedings in the Bankruptcy Court relating to this Agreement or the transactions contemplated hereby.

(c) Seller and Purchaser shall consult with one another regarding pleadings which any of them intends to file with the Bankruptcy Court in connection with, or which might reasonably affect the Bankruptcy Court's approval of, as applicable, the Bidding Procedures Order and the Sale Order, (ii) all such filings shall be in form and substance acceptable to Purchaser, and (iii) Seller shall use reasonable best efforts to provide Purchaser with a copy of such documents at least two (2) Business Days prior to the filing thereof.

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 39 of 253

(d) If the Bidding Procedures Order, the Sale Order, or any other orders of the Bankruptcy Court relating to this Agreement or the transactions contemplated hereby shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or reargument shall be filed with respect to the Bidding Procedures Order, the Sale Order, or other such order), subject to rights, otherwise arising from this Agreement, Seller shall use its commercially reasonable efforts to prosecute such appeal, petition or motion and obtain an expedited resolution of any such appeal, petition or motion.

7.8 Adequate Assurances Regarding Assumed Contracts and Assumed Leases.

With respect to each Assumed Contract and each Assumed Lease, Purchaser will use commercially reasonable efforts to provide adequate assurance as required under the Bankruptcy Code of the future performance by Purchaser of each such Assumed Contract and Assumed Lease. Purchaser and Seller agree that they will promptly take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assumed Contracts and the Assumed Leases, such as furnishing affidavits, non-confidential financial information or other documents or information for filing with the Bankruptcy Court and making Purchaser's and Seller's respective employees and Representatives available to testify before the Bankruptcy Court.

7.9 <u>Post-Closing Operation of Seller; Name Changes.</u>

The Sale Order shall provide for the modification of the caption in the Bankruptcy Case to reflect the change in the name of Seller, except that during the pendency of the Bankruptcy Case, Seller shall be permitted to use the name "Tec-Air, Inc." solely in connection with matters relating to the Bankruptcy Case and as a former name for legal and noticing purposes, but for no other commercial purpose. Within five (5) Business Days after the Closing Date, Seller shall take such corporate and other actions necessary to change its corporate or company name, as the case may be, to a name that is not similar to, or confusing with, the current name of Seller, including any necessary filings required by the general corporation or other law of the state in which Seller is incorporated, or otherwise organized.

7.10 <u>Reasonable Access to Records and Certain Personnel.</u>

In order to facilitate Seller's efforts to (i) administer and close the Bankruptcy Case, and (ii) prepare tax returns (together, the "<u>Post-Close Filings</u>"), for a period of two (2) years following the Closing, Purchaser shall permit Seller and Seller's counsel and accountants (collectively, "<u>Permitted Access Parties</u>") during regular business hours, with reasonable notice, and subject to reasonable rules and regulations, reasonable access to the financial and other books and records which comprised part of the Purchased Assets that are required to complete the Post-Close Filings, which access shall include (x) the right of such Permitted Access Parties to copy, at such Permitted Access Parties' expense, such required documents and records and (y) Purchaser's copying and delivering to the relevant Permitted Access Parties furnish Purchaser with reasonably detailed written descriptions of the materials to be so copies and applicable

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 40 of 253

Permitted Access Party reimburses Purchaser for the costs and expenses thereof; <u>provided</u>, <u>however</u>, that the foregoing rights of access shall not be exercisable in such a manner as to interfere with the normal operations of Purchaser's business. Notwithstanding anything contained in this <u>Section 7.10</u> to the contrary, in no event shall Seller have access to any information that, based on advice of Purchaser's external counsel, could (1) reasonably be expected to create liability under applicable law or waive any legal privilege, or (2) violate any obligation of Purchaser with respect to confidentiality; <u>provided</u> that, in the case of clause (1), Purchaser uses commercially reasonable efforts to attempt to provide the information in a way that does not create such liability or waive legal privilege and, in the case of clause (2), Purchaser uses commercially reasonable efforts to secure a waiver of any contractual prohibition.

7.11 <u>Collection of Receivables</u>.

From and after the Closing, Seller shall provide reasonable assistance to Purchaser in the collection of any Accounts Receivable included in the Purchased Assets. If, after the Closing Date, Seller shall receive payment from any account debtor with respect to any Accounts Receivable included in the Purchased Assets, Seller shall promptly thereafter deliver such funds and assets to Purchaser and take all steps necessary to vest title to such funds and/or assets in Purchaser. Effective as of the Closing Date, Seller hereby designates Purchaser and its respective officers as Seller's true and lawful attorney-in-fact, with full power of substitution, to execute and endorse for the benefit of Purchaser all checks, notes or other documents received by Seller in payment of or in substitution or exchange for any of the Purchased Assets. Seller hereby acknowledges and agrees that the power of attorney set forth in the preceding sentence in favor of Purchaser is coupled with an interest, and further agrees to execute and deliver to Purchaser from time to time any documents or other instruments reasonably requested by Purchaser to evidence such power of attorney.

7.12 <u>Notification of Breach; Disclosure.</u>

Each Party shall promptly notify the other of any event, condition or circumstance of which such Party becomes aware prior to the Closing Date that would cause, or would reasonably be expected to cause, a violation or breach of this Agreement (or a breach of any representation or warranty contained in this Agreement). During the period prior to the Closing Date, each Party will promptly advise the other in writing of any written notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement. It is acknowledged and understood that no notice given pursuant to this <u>Section 7.12</u> shall have any effect on the representations, warranties, covenants or agreements contained in this Agreement for purposes of determining satisfaction of the conditions contained herein.

SECTION 8 CONDITIONS TO CLOSING

8.1 <u>Conditions to Obligations of Each Party.</u>

The respective obligations of each Party to effect the sale and purchase of the Purchased Assets and to consummate the other transactions contemplated by this Agreement

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 41 of 253

shall be subject to the fulfillment (or, if permitted by applicable law, waiver) on or prior to the Closing Date, of the following conditions:

(a) all requisite authorizations or consents from Governmental Authorities or waiting periods following governmental filings shall have been obtained or expired, as the case may be;

Order; and

(b) the Sale Order shall have been entered and shall have become a Final

(c) no Governmental Authority shall have enacted, issued, promulgated or entered any Order that is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement that has not been withdrawn or terminated.

8.2 <u>Conditions to Obligations of Purchaser</u>.

(a) The obligation of Purchaser to purchase the Purchased Assets and to consummate the other transactions contemplated by this Agreement shall be subject to the fulfillment on or prior to the Closing Date of the following additional conditions:

(i) the representations and warranties of Seller contained in this Agreement, the Ancillary Documents and all other documents, instruments and certificates required to be delivered to Purchaser at or in connection with the Closing shall be true and correct in all respects when made and on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which case, such representations and warranties shall be true and correct in all respects as of such earlier date), interpreted without giving effect to any Material Adverse Effect or materiality qualifications, except where all failures of such representations and warranties to be true and correct, in the aggregate, do not have or would not reasonably be expected to have, a Material Adverse Effect, and Purchaser shall have received a certificate of Seller to such effect signed by a duly authorized officer thereof;

(ii) each covenant and obligation that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects, and Purchaser shall have received a certificate of Seller to such effect signed by a duly authorized manager or member thereof;

(iii) each of the deliveries required to be made to Purchaser pursuant to <u>Section 4.3</u> shall have been so delivered; and

(iv) Purchaser shall have entered into employment agreements, on terms and conditions that are acceptable to Purchaser in its sole discretion, with (x) Seller's Chief Executive Officer, Robert McMurtry, consistent with the Employment Agreement Letter of Intent between Purchaser and Seller dated as of September 15, 2017, and (y) any other key management personnel identified by Purchaser prior to the Closing Date.

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 42 of 253

(b) Any condition specified in <u>Section 8.2(a)</u> may be waived by Purchaser; <u>provided</u> that no such waiver shall be effective against Purchaser unless it is set forth in a writing executed by Purchaser.

8.3 <u>Conditions to Obligations of Seller</u>.

(a) The obligation of Seller to sell the Purchased Assets and to consummate the other transactions contemplated by this Agreement shall be subject to the fulfillment on or prior to the Closing Date of the following additional conditions:

(i) the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects when made and on and as of the Closing Date with the same effect as if such representations and warranties had been made on and as of such date (except that any representations and warranties that are made as of a particular date or period shall be true and correct only as of such particular date or period), and Seller shall have received a certificate of Purchaser to such effect signed by a duly authorized officer thereof;

(ii) each covenant and obligation that Purchaser is required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects, and Seller shall have received a certificate of Purchaser to such effect signed by a duly authorized manager or member thereof; and

(iii) each of the deliveries required to be made to Seller pursuant to Section 4.2 shall have been so delivered; and

(b) Any condition specified in <u>Section 8.3(a)</u> may be waived by Seller; <u>provided</u> that no such waiver shall be effective against Seller unless it is set forth in writing executed by Seller.

SECTION 9 TERMINATION

9.1 <u>Termination</u>.

This Agreement may be terminated, and the transactions contemplated hereby may be abandoned, by written notice to the other Parties hereto, at any time prior to the Closing Date, as follows:

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

(b) by either Purchaser or Seller if any permanent injunction or other Order of a court of competent authority or government agency which prevents the consummation of the transactions contemplated by this Agreement shall have become final and not appealable;

(c) by either Purchaser or Seller upon three (3) days written notice of such termination to the other Parties, if the Closing shall not have occurred on or prior to December 22, 2017; <u>provided</u>, <u>however</u>, that the failure of the Closing to occur by such date is not due (in

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 43 of 253

whole or in part) to a material breach by the terminating Party of such Party's representations, warranties, covenants or obligations under this Agreement;

(d) by Seller if there has been a breach by Purchaser of any of its representations, warranties, covenants or obligations that would result in a condition set forth in Section 8.3(a)(i), (a)(ii), or (a)(iii) not being met, which breach is not curable, or if curable, is not cured within thirty (30) days after notice of such breach is given by Seller to Purchaser, and has not been waived by Seller;

(e) by Purchaser if there has been a breach by Seller of any of its representations, warranties, covenants or obligations that would result in the condition set forth in Section 8.2(a)(i), (a)(ii) or (a)(iii) not being met, which breach is not curable, or if curable, is not cured within thirty (30) days after notice of such breach is given by Purchaser to Seller, and has not been waived by Purchaser;

(f) by either Purchaser or Seller if the Bankruptcy Court approves an Alternative Transaction, or an Alternative Transaction is consummated;

(g) by Purchaser if the Bankruptcy Court fails to approve the Sale Motion and enter (i) the Bidding Procedures Order on or prior to November 8, 2017 and (ii) the Sale Order on or prior to December 7, 2017; or

(h) by Purchaser if the Sale Order does not become a Final Order on or prior to December 21, 2017.

9.2 <u>Break-Up Fee; Expense Reimbursement.</u>

Seller acknowledges that Purchaser has made a substantial investment in (a) time and incurred substantial out-of-pocket expenses in connection with the negotiation and execution of this Agreement, its due diligence with respect to the Purchased Assets, and its efforts to consummate the transactions contemplated hereby, and that Purchaser's efforts have substantially benefited Seller and will benefit Seller and will benefit the bankruptcy estate of Seller through the submission of the offer reflected in this Agreement which will serve as a minimum bid on which other potentially interested bidders can rely. Therefore, as compensation for entering into this Agreement, taking action to consummate the transactions contemplated hereby and incurring the costs and expenses related thereto and other losses and damages, including foregoing other opportunities, Seller agrees to pay to Purchaser, in accordance with the provisions of this Section 9.2, (i) a break-up fee in the amount of One Hundred Fifty-Thousand Thousand Dollars (\$150,000) (the "Break-up Fee"), and (ii) reimbursement of its documented expenses incurred in connection with this Agreement and the transactions contemplated hereby, including without limitation its out-of-pocket expenses incurred in connection with its due diligence investigation of Seller and the Business, and its reasonable attorneys' fees and expenses incurred in connection with this Agreement and the transactions contemplated hereby, in an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000) (the "Expense Reimbursement").

(b) The Seller shall be obligated to pay the Break-up Fee and Expense Reimbursement to Purchaser if the Bankruptcy Court approves an Alternative Transaction, the Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 44 of 253

Break-up Fee and Expense Reimbursement shall be paid to Purchaser not later than the time of the Closing of such Alternative Transaction in immediately available, good funds of the United States of America, and Purchaser shall have an allowed administrative priority claim in the Seller's Bankruptcy Case in the amount of the Break-up Fee plus the Expense Reimbursement pursuant to section 503(b)(1)(A) of the Bankruptcy Code.

9.3 <u>Effect of Termination</u>.

In the event of termination of this Agreement by either Party, all rights and obligations of the Parties under this Agreement shall terminate without any liability of any Party to any other Party except as otherwise provided in this <u>Section 9</u> and except that each Party shall be liable for any willful and intentional breach of this Agreement by such Party. Notwithstanding the foregoing, the provisions of <u>Section 9.2</u> and <u>Section 10</u>, and this <u>Section 9.3</u>, shall expressly survive the expiration or termination of this Agreement.

SECTION 10 MISCELLANEOUS PROVISIONS

10.1 <u>Confidentiality</u>.

Purchaser acknowledges and agrees that the Confidentiality Agreement is in full force and effect in accordance with its terms and shall apply to this Agreement, the Ancillary Documents, the negotiation of the foregoing (including the status thereof), and any and all information provided by or on behalf of Seller to Purchaser or its Representatives pursuant to this Agreement.

10.2 <u>Amendment and Modification</u>.

This Agreement may be amended, modified or supplemented only by a written instrument signed on behalf of Seller and Purchaser making specific reference to this Agreement.

10.3 <u>Survival</u>.

None of the representations and warranties of the Parties in this Agreement, in any instrument delivered pursuant to this Agreement, or in the Schedules or Exhibits attached hereto shall survive the Closing, and no Party hereto shall, or shall be entitled to, make any claim or initiate any action against any other Party with respect to any such representation or warranty from or after the Closing. All covenants and agreements contained herein which by their terms contemplate actions or impose obligations following the Closing shall survive the Closing Date and remain in full force and effect in accordance with their respective terms

10.4 <u>Notices</u>.

All notices or other communications required or permitted hereunder shall be in writing and shall be given or delivered by personal delivery, by facsimile or e-mail, or by a nationally recognized private overnight courier service addressed as follows:

If to Purchaser, to:

Chatterjee Management Company Attention: Gudrun Zoeller 888 Seventh Avenue, 37th Floor New York, New York 10106 Facsimile: (212) 489-2005 E-mail: gudrun@tcgny.com

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

Meltzer, Purtill & Stelle LLC Attention: Timothy W. Brink, Esq. 300 South Wacker Drive, Suite 2300 Chicago, Illinois 60606 Facsimile: (312) 987-9854 E-mail: tbrink@mpslaw.com

If to Seller, to:

Tec-Air, Inc. 9200 Calumet Avenue, Suite NW01 Munster, Indiana 46321 Attention: Robert McMurtry, President and Chief Executive Officer Facsimile: (219) 237-6457 E-mail: BMcMurtry@tecairinc.com

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

Cullen and Dykman LLP Attention: S. Jason Teele, Esq. and Nicole Stefanelli, Esq. One Riverfront Plaza 1037 Raymond Boulevard, Suite 510 Newark, New Jersey 07102 Facsimile: (973) 849-2020 E-mail: steele@cullenanddykman.com nstefanelli@cullenanddykman.com

or to such other address, facsimile number or e-mail address as such Party may indicate by a notice delivered to the other Parties hereto.

Any notice, consent, authorization, direction or other communication delivered as aforesaid shall be deemed to have been effectively delivered and received, if sent by a nationally recognized private overnight courier service, on the date following the date upon which it is delivered for overnight delivery to such courier service, if delivered personally (with written confirmation of receipt), on the date of such delivery or, if sent via facsimile or e-mail, on the date of the transmission of the facsimile or e-mail.

10.5 <u>Successors and Assigns</u>.

Except as expressly permitted in this Agreement, the rights and obligations of the Parties under this Agreement shall not be assignable by such Parties without the written consent of the other Parties hereto and any such assignment shall be null and void; <u>provided</u>, <u>however</u>, that the rights of Purchaser under this Agreement may be assigned by Purchaser, without the prior written consent of Seller, to any Affiliate thereof under common control with Purchaser. Subject to the foregoing, this Agreement and all of the provisions hereof shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns, including, in the case of Seller, any trustee appointed in the Bankruptcy Case.

10.6 <u>Severability</u>.

If any non-material term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon a determination that any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, 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 fullest extent possible; provided, however, that in doing so, no Party shall be obligated to waive or forego any material right or benefit available to it hereunder.

10.7 Governing Law.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois applicable to contracts executed in and to be performed in that State, without regard to choice or conflict of law principles that would result in application of any laws other than the laws of the State of Illinois.

(b) All Actions and Proceedings arising out of or relating to this Agreement, including the resolution of any and all disputes hereunder, shall be heard and determined in the Bankruptcy Court, and the Parties hereby irrevocably submit to the exclusive jurisdiction of the Bankruptcy Court in any such Action or Proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding. The Parties hereby consent to service of process by mail (in accordance with <u>Section 10.4</u>) or any other manner permitted by law.

(c) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF SELLER, PURCHASER, OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

10.8 <u>Waivers</u>.

Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the Party or Parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this Agreement if, as to any Party, it is authorized in writing by an authorized Representative of such Party. Except as otherwise provided herein, the failure of any Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

10.9 <u>Execution in Counterparts</u>.

This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by and delivered to each of the Parties hereto. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

10.10 Incorporation of Schedules and Exhibits.

All Schedules and all Exhibits attached hereto and referred to herein are hereby incorporated herein by reference and made a part of this Agreement for all purposes as if fully set forth herein.

10.11 Entire Agreement.

This Agreement (including all Schedules and all Exhibits) constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the Parties with respect thereto.

10.12 <u>Remedies</u>.

The Parties agree that irreparable damage may occur in the event that any provision of this Agreement were not performed in accordance with its specific terms or was otherwise breached and that monetary damages may not be an adequate remedy for any breach or threatened breach of any of the provisions of this Agreement. It is accordingly agreed that the Parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, and any such injunction shall be in addition to any other remedy to which any Party is entitled, at law or in equity.

10.13 <u>Mutual Drafting: Headings</u>.

The Parties participated jointly in the negotiation and drafting of this Agreement and the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. If an ambiguity or question of intent or interpretation arises, then this Agreement will accordingly be construed as drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. The descriptive headings and table of contents contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

10.14 No Third Party Beneficiaries.

This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

10.15 Bulk Sales Law.

Purchaser hereby waives compliance by Seller with the requirements and provisions of any "bulk-transfer" laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Purchaser. The Parties intend that pursuant to section 363(f) of the Bankruptcy Code, the transfer of the Purchased Assets shall be free and clear of any security interests in the Purchased Assets, including any liens or claims arising out of the bulk transfer laws, and the parties shall take such steps as may be necessary or appropriate to so provide in the Sale Order.

[signature page follows]

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 49 of 253

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed the day and year first above written.

PURCHASER:

CHATTERJEE MANAGEMENT COMPANY

pei Brounden Name: Dr. Purnendu Chatterjee

Title: President

SELLER:

TEC-AIR, INC.

By:

Name: Robert McMurtry Title: President and Chief Executive Officer Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 50 of 253

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed the day and year first above written.

PURCHASER:

CHATTERJEE MANAGEMENT COMPANY

By:_____

Name: Dr. Purnendu Chatterjee Title: President

SELLER:

TEC-AIR, INC. By: 4л Name: Robert McMuru Title: President and Chlef Executive Officer

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 51 of 253

SCHEDULES

Section	<u>Schedule</u>
1.1(qqq)	Net Working Capital Target
2.1(e)	Fixed Assets
2.1(f)	Assumed Contracts
2.1(g)	Assumed Leases
2.1(h)	Permits
2.2(1)	Customer Assets
2.2(m)	Specified Excluded Assets
2.3(a)(i)	Cure Costs
2.3(a)(ii)	Supplier Obligations
5.2	Subsidiaries and Investments
5.4	Other Encumbrances
5.5	Consents and Approvals
5.6	Intellectual Property
5.7	Government Violations
5.8	Pending or Threatened Suits
5.10	Key Customers
5.11	Environmental, Health and Safety Matters
7.5(a)	List of Employees

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 52 of 253

Schedule 1.1(qqq)

Net Working Capital Target

See attached.

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 53 of 253

Tec Air NWC Analysis

		9/30/2017E
11001-00	A/R - Domestic	\$ 1,775,306
11002-00	A/R - Other foreign	65,516
11003-00	A/R - Tooling	27,278
11004-00	A/R - Canadian	7,254
11005-00	A/R - Mexico	375,272
11020-00	A/R - Tennessee	-
12100-00	Inventory, raw materials	348,009
12100-01	Inventory, material in-transit	-
12200-00	Inventory, finished goods	329,812
13200-00	Prepaid insurance	62,893
13300-00	Accrued insurance claims	129,235
13400-00	Prepaid expense - other	215,686
Total Net Wo	3,336,260	

Source: Company Estimated 9.30.17 Balances.

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 54 of 253

Schedule 2.1(e)

Fixed Assets

See attached.

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 55 of 253



Software List

Displays a list of applications installed on each computer.

Impact Solutions Monitoring Service

Software List

October 9, 2017

EDI



Software Summary

Client	TecAirInc	Operating System		Microsoft® Windows Server® 2008 Enterprise x64
Location	Munster			Service Pack 2
Computer	EDI	Apps Installed	51	
Nickname	EDI	Unclassified Apps	0	
Domain	tec-air	Blacklisted Apps	0	
Local IP Address	10.10.2.121	Total App Size	2.23 GB	

Installed Applications

Арр	blication Name	Version	File Location	Installed	Size
$\overline{\bigcirc}$	Microsoft Visual Studio 2010 Shell (Isolated) - ENU	10.0.40219	Not Defined	2014 Oct 31	542 MB
$\overline{\heartsuit}$	EnterpriselQ CR 11 Components	11.5.3300	C:\Program Files (x86)\IQMS\IQWIN32	2013 Nov 06	289 MB
$\overline{\bigcirc}$	SAP Crystal Reports runtime engine for .NET Framework 4 (64-bit)	13.0.4.705	Not Defined	2014 Mar 29	207 MB
\bigcirc	SAP Crystal Reports runtime engine for .NET Framework 4 (32-bit)	13.0.4.705	Not Defined	2014 Mar 29	195 MB
$\overline{\bigcirc}$	EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2014 Mar 29	170 MB
\bigcirc	Microsoft SQL Server 2012 Express LocalDB	11.0.2100.60	Not Defined	2014 May 15	155 MB
\overline{O}	Microsoft SQL Server 2012 Setup (English)	11.1.3128.0	Not Defined	2014 May 15	152 MB
\bigcirc	ESET File Security	6.5.12010.0	C:\Program Files\ESET\ESET File Security	2017 Jul 13	133 MB
Ø	Microsoft SQL Server 2012 Transact-SQL Compiler Service	11.0.2100.60	Not Defined	2014 May 15	85 MB
\overline{O}	Microsoft .NET Framework 4 Multi-Targeting Pack	4.0.30319	Not Defined	2014 May 15	83 MB
Ø	Microsoft .NET Framework 4 Extended	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\Extended	2014 Mar 29	52 MB
Ø	Microsoft SQL Server 2008 Setup Support Files	10.1.2731.0	Not Defined	2014 May 15	39 MB
Ø	Microsoft .NET Framework 4 Client Profile	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\Client	2014 Mar 29	39 MB
\bigcirc	Microsoft Report Viewer 2012 Runtime	11.0.2100.60	Not Defined	2014 May 15	26 MB
\overline{O}	Visual Studio 2010 Prerequisites - English	10.0.40219	Not Defined	2014 May 15	23 MB
\overline{O}	Microsoft Visual C++ 2010 x86 Runtime - 10.0.40219	10.0.40219	Not Defined	2014 May 15	16 MB
\overline{O}	Microsoft SQL Server 2008 R2 Management Objects	10.51.2500.0	Not Defined	2014 May 15	15 MB
\bigcirc	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Feb 20	14 MB



October 9, 2017



Арр	lication Name	Version	File Location	Installed	Size
Ø	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Feb 20	11 MB
\bigcirc	SQL Server Browser for SQL Server 2012	11.0.2100.60	Not Defined	2014 May 15	10 MB
\bigcirc	Microsoft SQL Server 2012 Native Client	11.0.2100.60	Not Defined	2014 May 15	7 MB
Ø	Microsoft SQL Server 2012 Transact-SQL ScriptDom	11.0.2100.60	Not Defined	2014 May 15	5 MB
\bigcirc	Microsoft Help Viewer 1.1	1.1.40219	c:\Program Files\Microsoft Help Viewer\v1.0	2014 May 15	4 MB
\bigcirc	Microsoft VSS Writer for SQL Server 2012	11.0.2100.60	Not Defined	2014 May 15	3 MB
\bigcirc	Microsoft SQL Server System CLR Types	10.51.2500.0	Not Defined	2014 May 15	3 MB
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
\bigcirc	Microsoft System CLR Types for SQL Server 2012 (x64)	11.0.2100.60	Not Defined	2014 May 15	1 MB
\bigcirc	MSXML 4.0 SP2 (KB973688)	4.20.9876.0	Not Defined	2014 Oct 31	1 MB
\bigcirc	MSXML 4.0 SP2 (KB954430)	4.20.9870.0	Not Defined	2014 Oct 31	1 MB
\bigcirc	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2014 May 16	594 KB
\overline{O}	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.4974	9.0.30729.497 4	Not Defined	2014 May 15	593 KB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2014 Oct 31	294 KB
\bigcirc	Citrix Online Launcher	1.0.179	Not Defined	2014 Mar 11	266 KB
Ø	Foxit Cloud	1.3.99.311	C:\Program Files (x86)\Foxit Software\Foxit Reader\Foxit Cloud	2014 May 22	1 KB
\bigcirc	Microsoft .NET Framework 3.5 SP1		c:\Windows\Microsoft.NET\Framework64\v3.5	2013 Oct 24	1 KB
\bigcirc	CrystalDiskInfo 7.0.5	7.0.5	C:\Program Files (x86)\CrystalDiskInfo	2017 Mar 27	1 KB
\overline{O}	Microsoft SQL Server 2012 (64-bit)		c:\Program Files\Microsoft SQL Server\110\Setup Bootstrap\SQLServer2012\x64	2014 May 15	1 KB
Ø	Google Chrome	49.0.2623.112	C:\Program Files (x86) \Google\Chrome\Application	2013 Oct 24	1 KB
Ø	ShadowSnap	1.117	C:\Program Files (x86) \StorageCraft\ShadowProtect\ShadowSnap	2014 May 16	1 KB
Ø	Microsoft Office Professional Plus 2010	14.0.7015.100 0	C:\Program Files (x86)\Microsoft Office	2013 Oct 23	1 KB
\bigcirc	TeamViewer 8	8.0.44109	C:\Program Files (x86)\TeamViewer\Version8	2013 Oct 23	1 KB
\bigcirc	IQMS_PDF_Printer (novaPDF 7.3 printer)		C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2014 Mar 29	1 KB
\bigcirc	GoToMeeting 7.16.0.4800	7.16.0.4800	C:\Program Files (x86)\Citrix\GoToMeeting\4800	2016 Apr 25	1 KB
Ø	Foxit Reader	6.2.0.429	C:\Program Files (x86)\Foxit Software\Foxit Reader	2014 May 22	1 KB
Ø	Microsoft Visual Studio 2010 Tools for Office Runtime (x64)	10.0.50903	C:\Program Files\Common Files\Microsoft Shared\VSTO\10.0	2013 Oct 23	1 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 58 of 253

Software List

October 9, 2017



Application Name	Version	File Location	Installed	Size
TrustedLink Windows	6.5.2.0	C:\Program Files (x86)\Inovis\TrustedLink	2013 Oct 24	1 KB
GoToAssist Customer 3.5.0.1488	3.5.0.1488	C:\Program Files (x86)\Citrix\GoToAssist Remote Support Customer\1488	2017 Sep 29	1 KB
StorageCraft ShadowProtect	5.0.1.23057	C:\Program Files (x86) \StorageCraft\ShadowProtect	2014 May 16	1 KB
Liaison ECS 7.1	7.1	C:\ECS	2014 May 15	1 KB
SET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KB

October 9, 2017

IQMS2 Identification



Software Summary

Client	TecAirInc	Operating System		Microsoft® Windows Server® 2008 Standard x64
Location	Munster			Service Pack 2
Computer	IQMS2	Apps Installed	35	
Nickname	IQMS2	Unclassified Apps	0	
Domain	tec-air	Blacklisted Apps	0	
Local IP Address	10.10.2.12	Total App Size	1.01 GB	

Installed Applications

Арр	blication Name	Version	File Location	Installed	Size
$\overline{\bigcirc}$	SAP Crystal Reports runtime engine for .NET Framework (64-bit)	13.0.13.1597	Not Defined	2016 Feb 22	215 MB
Ø	SAP Crystal Reports runtime engine for .NET Framework (32-bit)	13.0.13.1597	Not Defined	2016 Feb 22	202 MB
\bigcirc	EnterpriselQ Client	15.0.2.0	C:\Program Files (x86)\IQMS\IQWin32	2016 Feb 22	200 MB
\overline{O}	ESET File Security	6.5.12010.0	C:\Program Files\ESET\ESET File Security	2017 Jul 13	133 MB
\bigcirc	novaPDF 8 Printer Driver	8.5.937	Not Defined	2016 Feb 22	117 MB
\bigcirc	EnterpriselQ PDF Printer	8.5.937	Not Defined	2016 Feb 22	54 MB
0	Microsoft .NET Framework 4.5	4.5.50709	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache	2013 Jul 03	39 MB
\bigcirc	FileZilla Client 3.9.0.3	3.9.0.3	C:\Program Files (x86)\FileZilla FTP Client	2013 Jul 03	22 MB
\bigcirc	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.30319	10.0.30319	Not Defined	2015 May 15	15 MB
\bigcirc	novaPDF 8 SDK COM (x64)	8.5.937	Not Defined	2016 Feb 22	6 MB
\bigcirc	LabTechAD	1.0.0	Not Defined	2014 Feb 28	5 MB
\overline{O}	7-Zip 16.02 (x64)	16.02	C:\Program Files\7-Zip	2016 Jun 09	5 MB
Ø	HP ProLiant iLO 3/4 Management Controller Package	3.8.0.0	C:\Program Files\Hewlett-Packard\iLO 3	2013 Jul 02	4 MB
\bigcirc	HP Lights-Out Online Configuration Utility	4.2.0.0	Not Defined	2014 Jan 24	2 MB
\bigcirc	novaPDF 8 SDK COM (x86)	8.5.937	Not Defined	2016 Feb 22	2 MB
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
\bigcirc	HP ProLiant iLO 3/4 Channel Interface Driver	3.7.0.0	C:\Program Files\Hewlett-Packard\iLO 3\drivers\chif	2013 Jul 02	2 MB
\bigcirc	HandPunch Attendance Manager	1.0.5	Not Defined	2016 Feb 15	2 MB
Ø	Micron RealSSD PCIe Device Driver 8.03.5803.00	8.03.5803.00	Not Defined	2013 Jul 02	2 MB
\bigcirc	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB

October 9, 2017



Арр	blication Name	Version	File Location	Installed	Size
\bigcirc	Microsoft Visual C++ 2005 Redistributable (x64)	8.0.56336	Not Defined	2013 Jul 03	702 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2013 Sep 26	594 KB
Ø	Microsoft Visual C++ 2005 Redistributable (x64)	8.0.61000	Not Defined	2015 Sep 28	566 KB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2016 Sep 05	294 KB
Ø	Malwarebytes Anti-Malware version 1.75.0.1300	1.75.0.1300	C:\Program Files (x86)\Malwarebytes' Anti- Malware	2013 Nov 01	1 KB
\bigcirc	Microsoft .NET Framework 3.5 SP1		C:\Windows\Microsoft.NET\Framework64\v3.5	2013 Jul 02	1 KB
\bigcirc	Network Shutdown Module	3.21	C:\Program Files (x86) \EATON\NetworkShutdownModule\packaging	2014 Mar 14	1 KB
Ø	StorageCraft ShadowProtect	5.0.4.27363	C:\Program Files (x86) \StorageCraft\ShadowProtect	2013 Sep 26	1 KB
\bigcirc	Foxit Reader	6.2.3.815	C:\Program Files (x86)\Foxit Software\Foxit Reader	2014 Sep 05	1 KB
\bigcirc	ShadowSnap	1.117	C:\Program Files (x86) \StorageCraft\ShadowProtect\ShadowSnap	2014 May 02	1 KB
\bigcirc	Network Time Protocol	4.2.8p5	C:\Program Files (x86)\NTP	2016 Apr 21	1 KB
\bigcirc	TeamViewer 7	7.0.12541	C:\Program Files (x86)\TeamViewer\Version7	2013 Jul 02	1 KB
Ø	Foxit Cloud	1.5.129.617	C:\Program Files (x86)\Foxit Software\Foxit Reader\Foxit Cloud	2014 Sep 05	1 KB
\bigcirc	Matrox Graphics Software (remove only)		Not Defined	2017 Oct 08	0 KB
Ø	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KB

October 9, 2017

TECAIR-EXCH13



Client	TecAirInc
Location	Munster
Computer	TECAIR-EXCH13
Nickname	TECAIR-EXCH13
Domain	tec-air
Local IP Address	10.10.2.8

Software Summary

Operating System		Windows Server 2012 R2 Standard x64 -
Apps Installed	24	

Unclassified Apps	0
Blacklisted Apps	0
Total App Size	493.1 MB

Installed Applications

Арр	lication Name	Version	File Location	Installed	Size
\overline{O}	Microsoft Lync Server 2013, Bootstrapper Prerequisites Installer Package	5.0.8308.0	Not Defined	2014 Apr 04	189 MB
$\overline{\heartsuit}$	ESET File Security	6.5.12010.0	C:\Program Files\ESET\ESET File Security	2017 Jul 13	138 MB
\bigcirc	VMware Tools	9.4.0.1280544	C:\Program Files\VMware\VMware Tools	2014 Feb 12	54 MB
Ø	Microsoft Filter Pack 2.0	14.0.7015.100 0	Not Defined	2016 Apr 11	22 MB
\overline{O}	Microsoft Visual C++ 2012 Redistributable (x64) - 11.0.61030	11.0.61030.0	C:\ProgramData\Package Cache\{ca67548a- 5ebe-413a-b50c-4b9ceb6d66c6}	2016 Apr 11	21 MB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.6161	9.0.30729.616 1	Not Defined	2014 Feb 12	13 MB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2014 May 02	10 MB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.4148	9.0.30729.414 8	Not Defined	2014 Feb 12	10 MB
Ø	Microsoft Server Speech Platform Runtime (x64)	11.0.7400.345	Not Defined	2014 Apr 04	7 MB
Ø	TreeSize Free V3.4.5	3.4.5	C:\Program Files (x86)\JAM Software\TreeSize Free	2016 Oct 18	6 MB
\overline{O}	LabTechAD	1.0.0	Not Defined	2014 Feb 13	5 MB
\bigcirc	Microsoft Online Services Sign-in Assistant	7.250.4551.0	Not Defined	2014 Aug 15	5 MB
\bigcirc	7-Zip 9.20 (x64 edition)	9.20.00.0	Not Defined	2014 Feb 13	5 MB
Ø	Windows Azure Active Directory Module for Windows PowerShell	1.0.0	Not Defined	2014 Aug 15	4 MB
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
Ø	Microsoft Speech Platform VXML Runtime (x64)	11.0.7400.345	Not Defined	2014 Apr 04	1 MB
\overline{O}	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB
\bigcirc	Microsoft Unified Communications Managed API 4.0, Runtime	5.0.8308.0	C:\Program Files\Microsoft UCMA 4.0\Runtime	2014 Apr 04	88 KB



Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 62 of 253

Software List

October 9, 2017



Арр	olication Name	Version	File Location	Installed	Size
\bigcirc	StorageCraft ShadowProtect	5.0.1.23057	C:\Program Files (x86) \StorageCraft\ShadowProtect	2014 May 02	1 KB
Ø	Microsoft Exchange Server 2013 Cumulative Update 15	15.0.1263.5	C:\Program Files\Microsoft\Exchange Server\V15	2014 Apr 11	1 KB
Ø	Network Shutdown Module	3.21	C:\Program Files (x86) \EATON\NetworkShutdownModule\packaging	2014 Mar 14	1 KB
\bigcirc	CCleaner	5.23	C:\Program Files\CCleaner	2016 Oct 18	1 KB
Ø	ShadowSnap	1.117	C:\Program Files (x86) \StorageCraft\ShadowProtect\ShadowSnap	2014 May 02	1 KB
\bigcirc	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 26	0 KB

October 9, 2017

TECAIR-FS



Identification

Software Summary

Client	TecAirInc	Operating System		Windows Server 2012 R2 Standard x64
Location	Munster			-
Computer	TECAIR-FS	Apps Installed	34	
Nickname	TECAIR-FS	Unclassified Apps	0	
Domain	DC:tec-air	Blacklisted Apps	0	
Local IP Address	10.10.2.7	Total App Size	573.6 MB	

Installed Applications

Арр	lication Name	Version	File Location	Installed	Size
\bigcirc	ESET File Security	6.5.12010.0	C:\Program Files\ESET\ESET File Security	2017 Jul 13	138 MB
$\overline{\bigcirc}$	Java 7 Update 21 (64-bit)	7.0.210	C:\Program Files\Java\jre7	2014 Mar 06	128 MB
\bigcirc	Honeywell InterDriver	7.3.8.4	C:\Program Files (x86)\Honeywell\InterDriver	2016 Apr 28	61 MB
\bigcirc	VMware Tools	9.4.0.1280544	C:\Program Files\VMware\VMware Tools	2014 Feb 12	54 MB
\overline{O}	Microsoft SQL Server 2008 Setup Support Files	10.3.5500.0	Not Defined	2015 Jan 19	28 MB
0	Microsoft Visual C++ 2012 Redistributable (x64) - 11.0.61030	11.0.61030.0	C:\ProgramData\Package Cache\{ca67548a- 5ebe-413a-b50c-4b9ceb6d66c6}	2015 Jan 19	21 MB
Ø	Microsoft Visual C++ 2012 Redistributable (x86) - 11.0.61030		C:\ProgramData\Package Cache\{33d1fd90- 4274-48a1-9bc1-97e33d9c2d6f}	2015 Jan 19	17 MB
\bigcirc	Autodesk CAD Manager Tools	16.0.0.65	Not Defined	2015 Jan 19	14 MB
\bigcirc	Autodesk Download Manager	3.0.8.0	Not Defined	2015 Jan 09	14 MB
$\overline{\bigcirc}$	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.6161	9.0.30729.616 1	Not Defined	2014 Feb 12	13 MB
\bigcirc	Autodesk Network License Manager	11.13.1.2	Not Defined	2017 Jul 07	11 MB
$\overline{\bigcirc}$	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2014 May 02	10 MB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.4148	9.0.30729.414 8	Not Defined	2014 Feb 12	10 MB
\bigcirc	WinMerge 2.14.0	2.14.0	C:\Program Files (x86)\WinMerge	2017 Mar 09	8 MB
\overline{O}	Microsoft Visual C++ 2008 Redistributable - x64 9.0.21022	9.0.21022	Not Defined	2017 Mar 09	7 MB
$\overline{\bigcirc}$	TeraCopy 2.3		C:\Program Files\TeraCopy	2014 Mar 14	7 MB
\bigcirc	FileZilla Server	beta 0.9.59	C:\Program Files (x86)\FileZilla Server	2016 Dec 05	6 MB
\overline{O}	Microsoft Visual C++ 2008 Redistributable - x86 9.0.21022	9.0.21022	Not Defined	2017 Mar 09	6 MB
$\overline{\bigcirc}$	LabTechAD	1.0.0	Not Defined	2014 Feb 13	5 MB
Ø	Microsoft Sync Framework 2.0 Provider Services (x64) ENU	2.0.1578.0	Not Defined	2014 May 16	3 MB

October 9, 2017



Арр	blication Name	Version	File Location	Installed	Size
\bigcirc	Microsoft Baseline Security Analyzer 2.3	2.3.2211	Not Defined	2016 Feb 26	3 MB
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
Ø	Microsoft Sync Framework 2.0 Core Components (x64) ENU	2.0.1578.0	Not Defined	2014 May 16	2 MB
\bigcirc	SyncToy 2.1 (x64)	2.1.0	Not Defined	2014 May 16	1 MB
\overline{O}	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB
Ø	Akamai NetSession Interface		C:\Users\administrator.TEC- AIR\AppData\Local\Akamai	2015 Jan 09	1 KB
\bigcirc	FMAudit Onsite	3.1.0.50311	C:\Program Files (x86)\FMAuditOnsite	2015 Nov 20	1 KB
\bigcirc	Network Time Protocol	4.2.8p5	C:\Program Files (x86)\NTP	2016 Apr 21	1 KB
Ø	ShadowSnap	3.4.3.38	C:\Program Files (x86) \StorageCraft\ShadowProtect\ShadowSnap	2017 Jul 11	1 KB
Ø	Google Chrome	61.0.3163.100	C:\Program Files (x86) \Google\Chrome\Application	2015 Jul 14	1 KB
Ø	Network Shutdown Module	3.21	C:\Program Files (x86) \EATON\NetworkShutdownModule\packaging	2014 Mar 14	1 KB
Ø	StorageCraft ShadowProtect	5.0.1.23057	C:\Program Files (x86) \StorageCraft\ShadowProtect	2017 Jul 11	1 KB
\overline{O}	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KB
\bigcirc	Ubiquiti UniFi (remove only)		Not Defined	2017 Oct 08	0 KB

Microsoft Visual C++ 2010 x86

File Location

PhantomPDF

Software List

October 9, 2017

Client

Location

Computer

Application Name

TECAIR-TS

1.1		
	entificatior	1
	cintineation	۰.

Operating Sy
Apps Installe

Version

7.2.0.722

Nickname	TECAIR-TS
Domain	tec-air
Local IP Address	10.10.2.11

Societ Phantom PDF Business

Installed Applications

Software Summary

Operating System	



Installed

2015 Sep 11

Size

644 MB

15 MB

Apps Installed	56
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	2.79 GB

C:\Program Files (x86)\Foxit Software\Foxit

			PhantomPDF		
\overline{O}	VMware vSphere Client 5.5	5.5.0.3165	C:\Program Files (x86)\VMware\Infrastructure	2014 Jun 24	453 MB
\bigcirc	Microsoft Office Visio Professional 2003	11.0.8173.0	Not Defined	2014 Jun 08	355 MB
\bigcirc	Adobe Acrobat Reader DC	17.012.20098	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2017 Aug 29	256 MB
\bigcirc	SAP Crystal Reports runtime engine for .NET Framework (64-bit)	13.0.14.1720	Not Defined	2015 Aug 20	215 MB
\bigcirc	SAP Crystal Reports runtime engine for .NET Framework (32-bit)	13.0.14.1720	Not Defined	2015 Aug 20	202 MB
\bigcirc	EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2014 May 23	173 MB
\bigcirc	ESET File Security	6.5.12010.0	C:\Program Files\ESET\ESET File Security	2017 Jul 13	133 MB
\bigcirc	Mozilla Firefox 54.0.1 (x86 en-US)	54.0.1	C:\Program Files (x86)\Mozilla Firefox	2017 May 17	89 MB
\bigcirc	VMware Tools	9.4.0.1280544	C:\Program Files\VMware\VMware Tools	2014 May 23	54 MB
Ø	Microsoft .NET Framework 4 Extended	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\Extended	2014 May 23	52 MB
\bigcirc	Microsoft .NET Framework 4 Client Profile	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\Client	2014 May 23	39 MB
\bigcirc	Revo Uninstaller 2.0.1	2.0.1	C:\Program Files\VS Revo Group\Revo Uninstaller	2016 Nov 03	21 MB
\bigcirc	Microsoft Visual C++ 2012 Redistributable (x64) - 11.0.50727	11.0.50727.1	C:\ProgramData\Package Cache\{15134cb0- b767-4960-a911-f2d16ae54797}	2016 Nov 03	20 MB
\bigcirc	IQMS_PDF_Printer (novaPDF 7.3 printer)		C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2014 May 23	19 MB
\bigcirc	Microsoft Visual C++ 2012 Redistributable (x86) - 11.0.61030	11.0.61030.0	C:\ProgramData\Package Cache\{33d1fd90- 4274-48a1-9bc1-97e33d9c2d6f}	2015 Feb 20	17 MB
Ø	Microsoft Visual C++ 2013 Redistributable (x86) - 12.0.30501	12.0.30501.0	C:\ProgramData\Package Cache\{f65db027-aff3 -4070-886a-0d87064aabb1}	2016 Nov 03	17 MB

Not Defined

10.0.40219

2015 May 08



Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 66 of 253

Software List

October 9, 2017



Арр	lication Name	Version	File Location	Installed	Size
\bigcirc	Autodesk Download Manager	3.0.8.0	Not Defined	2015 Jan 16	14 MB
Ø	HandPunch Admin	1.5.1.0	C:\Program Files (x86)\Midex Software\HandPunch Admin	2017 Apr 04	14 MB
Ø	Microsoft Office File Validation Add-In	14.0.5130.500 3	Not Defined	2016 Jun 27	11 MB
\overline{O}	Adobe Flash Player 27 ActiveX	27.0.0.130	Not Defined	2017 Oct 08	6 MB
Ø	TreeSize Free V3.4.5	3.4.5	C:\Program Files (x86)\JAM Software\TreeSize Free	2016 May 02	6 MB
\bigcirc	RdpGuard version 4.2.5	4.2.5.0	C:\Program Files (x86)\RdpGuard	2017 Jul 10	5 MB
\bigcirc	7-Zip 9.38 (x64 edition)	9.38.00.0	Not Defined	2015 Feb 26	5 MB
\bigcirc	UltraVnc	1.2.1.5	C:\Program Files\uvnc bvba\UltraVNC	2017 Aug 01	4 MB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.56336	Not Defined	2016 Nov 03	3 MB
0	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
\bigcirc	BinLINK	1.0.0	Not Defined	2015 Nov 30	2 MB
\overline{O}	MSXML 4.0 SP2 (KB973688)	4.20.9876.0	Not Defined	2014 Aug 30	1 MB
\overline{O}	MSXML 4.0 SP2 (KB954430)	4.20.9870.0	Not Defined	2014 Aug 29	1 MB
\bigcirc	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB
\bigcirc	TightVNC	2.7.10.0	Not Defined	2014 Jun 19	1 MB
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.6161	9.0.30729.616 1	Not Defined	2014 May 23	788 KB
\bigcirc	Microsoft WSE 2.0 SP3 Runtime	2.0.5050.0	C:\Program Files (x86)\Microsoft WSE\v2.0	2015 May 01	711 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2014 May 23	600 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.4148	9.0.30729.414 8	Not Defined	2014 May 23	596 KB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2014 Nov 28	300 KB
\bigcirc	Citrix Online Launcher	1.0.408	Not Defined	2016 Jun 07	296 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.17	9.0.30729	Not Defined	2014 Nov 25	252 KB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17	9.0.30729	Not Defined	2014 Nov 25	240 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.4148	9.0.30729.414 8	Not Defined	2014 Jun 24	240 KB
\bigcirc	MSXML 4.0 SP2 Parser and SDK	4.20.9818.0	Not Defined	2015 May 01	38 KB
Ø	Microsoft Visual C++ 2012 Redistributable (x86) - 11.0.60610	11.0.60610.1	C:\ProgramData\Package Cache\{95716cce-fc71 -413f-8ad5-56c2892d4b3a}	2016 Nov 03	1 KB
\bigcirc	Liaison EDI Notepad	8.0	C:\Program Files (x86)\Liaison\SHARED\Bin	2014 Aug 28	1 KB
Ø	Google Chrome	61.0.3163.100	C:\Program Files (x86) \Google\Chrome\Application	2015 Jul 31	1 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 67 of 253

Software List

October 9, 2017



Applicatio	n Name	Version	File Location	Installed	Size
🕑 Shado	wSnap	3.4.1.	C:\Program Files (x86) \StorageCraft\ShadowProtect\ShadowSnap	2016 May 05	1 KB
😧 WinRA	AR 5.40 beta 1 (64-bit)	5.40.1	C:\Program Files\WinRAR	2016 May 11	1 KB
😧 Storag	geCraft ShadowProtect	5.0.1.23057	C:\Program Files (x86) \StorageCraft\ShadowProtect	2016 May 05	1 KB
😧 Keysca	an System VII Client	7.0.22	C:\Program Files (x86)\Keyscan7	2016 Aug 03	1 KB
😧 CClear	ner	5.17	C:\Program Files\CCleaner	2016 Apr 26	1 KB
SAP C	rystal Reports 2013 SP01	14.1.1.1036	C:\Program Files (x86)\SAP BusinessObjects	2014 May 23	1 KB
Micros	soft Office Enterprise 2007	12.0.6612.100 0	C:\Program Files (x86)\Microsoft Office	2014 May 23	1 KB
\sim	soft Visual J# 2.0 Redistributable ge - SE (x64)		C:\Windows\Microsoft.NET\Framework64\v2.0.5 0727	2009 Jul 14	1 KB
Ø Micros	soft Project 98		C:\Program Files (x86)\Microsoft Office\Office\Setup	2014 Jun 05	1 KB
🕑 ESET R	Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KB

October 9, 2017

BOREFORCEXP

Identification

Client	TecAirInc
Location	Munster
Computer	BOREFORCEXP
Nickname	BOREFORCEXP
Domain	tec-air
Local IP Address	10.10.2.140

Software Summary

Operating System	
Apps Installed	61
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	40.46 GB

Windows XP Professional Service Pack 3

Арр	lication Name	Version	File Location	Installed	Size
Ø	Intel(R) Graphics Media Accelerator Driver		C:\Program Files\Intel\Intel Quick Resume Technology	2017 Oct 09	37 GB
\bigcirc	Microsoft Office Professional Edition 2003	11.0.8173.0	Not Defined	2013 Dec 28	664 MB
Ø	Microsoft PowerPoint Viewer	14.0.7015.100 0	Not Defined	2017 Jun 09	425 MB
Ø	Compatibility Pack for the 2007 Office system	12.0.6612.100 0	Not Defined	2017 Jun 09	281 MB
\bigcirc	Microsoft .NET Framework 3.0 Service Pack 2	3.2.30729	Not Defined	2013 Oct 13	272 MB
\bigcirc	Adobe Acrobat 6.0 Standard	006.000.000	C:\Program Files\Adobe\Acrobat 6.0	2011 Dec 13	266 MB
\bigcirc	EnterpriselQ CR 11 Components	11.5.3300	C:\Program Files\IQMS\IQWIN32	2011 Dec 13	243 MB
Ø	SAP Crystal Reports runtime engine for .NET Framework 4 (32-bit)	13.0.4.705	Not Defined	2014 Mar 29	200 MB
0	Microsoft .NET Framework 2.0 Service Pack 2	2.2.30729	Not Defined	2015 Jul 28	185 MB
\bigcirc	EnterpriselQ Client	11.0.0.0	C:\Program Files\IQMS\IQWin32	2014 Mar 29	173 MB
\bigcirc	Adobe Reader XI (11.0.12)	11.0.12	C:\Program Files\Adobe\Reader 11.0\Reader	2015 Jul 15	128 MB
\bigcirc	ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Security	2017 Oct 04	126 MB
\bigcirc	Microsoft Silverlight	5.1.30214.0	c:\Program Files\Microsoft Silverlight	2014 May 28	65 MB
\bigcirc	Honeywell InterDriver	7.3.8.1	C:\Program Files\Honeywell\InterDriver	2015 Sep 24	62 MB
Ø	Microsoft .NET Framework 4 Extended	4.0.30319	C:\WINDOWS\Microsoft.NET\Framework\v4.0.3 0319\SetupCache\Extended	2013 Mar 15	52 MB
\bigcirc	Google Chrome	66.101.32861	Not Defined	2015 Sep 16	43 MB
Ø	Microsoft .NET Framework 4 Client Profile	4.0.30319	C:\WINDOWS\Microsoft.NET\Framework\v4.0.3 0319\SetupCache\Client	2013 Mar 15	39 MB
\overline{O}	DisplayLink Core Software	7.6.56275.0	C:\Program Files\DisplayLink Core Software	2014 Oct 24	18 MB
\bigcirc	Adobe Flash Player 18 ActiveX	18.0.0.232	Not Defined	2017 Oct 09	17 MB
Ø	Microsoft Office File Validation Add-In	14.0.5130.500 3	Not Defined	2017 Jun 09	17 MB



Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 69 of 253

Software List



Арј	plication Name	Version	File Location	Installed	Size
\overline{O}	Intel(R) PROSet	6.05.2001	Not Defined	2011 Dec 12	14 MB
0	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.30319	10.0.30319	Not Defined	2014 Jul 08	14 MB
\bigcirc	Broadcom ASF Management Applications	8.18.14	C:\Program Files\Broadcom	2013 Mar 27	7 MB
Ø	Windows Support Tools	5.1.2600.2180	Not Defined	2014 Jun 24	6 MB
Ø	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2014 Jun 24	5 MB
Ø	Microsoft Visual C++ 2005 Redistributable	8.0.59193	Not Defined	2014 Jun 27	5 MB
Ø	Broadcom Management Programs	10.20.03	C:\Program Files\Broadcom	2013 Mar 27	4 MB
Ø	DisplayLink Graphics	7.6.56443.0	C:\Program Files\DisplayLink Graphics	2014 Oct 24	3 MB
Ø	MSXML 4.0 SP2 (KB973688)	4.20.9876.0	Not Defined	2012 Jan 13	3 MB
\bigcirc	MSXML 4.0 SP2 (KB954430)	4.20.9870.0	Not Defined	2012 Jan 12	3 MB
Ø	TightVNC	2.7.10.0	Not Defined	2014 Oct 24	3 MB
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
\bigcirc	MSXML 6 Service Pack 2 (KB973686)	6.20.2003.0	Not Defined	2012 Jan 16	1 MB
Ø	ScreenConnect Client (5309622f739d9456)	5.1.8574.5539	Not Defined	2015 Jun 10	1 MB
Ø	Broadcom Gigabit Integrated Controller	10.50.03	C:\Program Files\Broadcom	2013 Mar 27	492 KB
Ø	Citrix Online Launcher	1.0.183	Not Defined	2014 Apr 08	266 KB
Ø	AnalogX AutoTab		C:\Program Files\AnalogX\AutoTab	2014 Oct 24	1 KB
Ø	Liaison EDI Notepad	8.0	C:\Program Files\Liaison\SHARED\Bin	2014 Jul 01	1 KB
\bigcirc	The Weather Channel App		C:\Program Files\The Weather Channel\The Weather Channel App	2013 Mar 15	1 KB
Ø	Windows Media Player 11		C:\Program Files\Windows Media Player	2011 Dec 12	1 KB
Ø	UltraVnc	1.2.0.4	C:\Program Files\uvnc bvba\UltraVNC	2014 Dec 03	1 KB
Ø	AutoHotkey 1.0.48.05	1.0.48.05	C:\Program Files\AutoHotkey	2014 Oct 24	1 KB
\bigcirc	TeamViewer 8	8.0.44109	C:\Program Files\TeamViewer\Version8	2012 Dec 28	1 KB
\bigcirc	Windows Media Format 11 runtime		C:\Program Files\Windows Media Player	2011 Dec 12	1 KB
Ø	SoundMAX	5.10.01.7265	C:\Program Files\Analog Devices\SoundMAX	2013 Mar 27	1 KB
Ø	IQMS_PDF_Printer (novaPDF 7.3 printer)		C:\Program Files\IQMS\IQWin32\IQPDF Printer	2014 Mar 29	1 KB
Ø	Microsoft .NET Framework 3.5 SP1		C:\WINDOWS\Microsoft.NET\Framework\v3.5	2012 Jan 15	1 KB
\bigcirc	7-Zip 9.20		C:\Program Files\7-Zip	2014 Jul 17	1 KB
\bigcirc	Intel(R) PRO Network Adapters and Drivers		Not Defined	2017 Oct 09	0 KB
0	Microsoft Base Smart Card Cryptographic Service Provider Package		Not Defined	2017 Oct 09	0 KB
\bigcirc	Update for Windows XP (KB943729)		Not Defined	2014 Mar 29	0 KB
\bigcirc	Windows Management Framework Core		Not Defined	2014 Jun 24	0 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 70 of 253

Software List



Application Name	Version	File Location	Installed	Size
Ø Microsoft .NET Framework 1.1		Not Defined	2017 Oct 09	0 KB
Microsoft Compression Client Pack 1.0 for Windows XP	1	Not Defined	2014 Jun 24	0 KB
SET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Sep 06	0 KB
∂ Windows Internet Explorer 8	20090308.140 743	Not Defined	2013 Apr 19	0 KB
The Weather Channel Desktop 6		C:\Program Files\The Weather Channel FW\Desktop	2017 Oct 09	0 KB
Microsoft User-Mode Driver Framework Feature Pack 1.0		Not Defined	2014 Jun 24	0 KB
Swindows Search 4.0	04.00.6001.50 3	Not Defined	2014 Jun 24	0 KB
Security Update for Windows Search 4 - KB963093		Not Defined	2014 Jun 24	0 KB
Lucent Intuity Message Manager		Not Defined	2017 Oct 09	0 KB

October 9, 2017

CMM-PC



Client	TecAirInc
Location	Munster
Computer	CMM-PC
Nickname	CMM-PC
Domain	tec-air
Local IP Address	10.10.2.120

Software Summary

Operating System	
Apps Installed	55
Unclassified Apps	1
Blacklisted Apps	0
Total App Size	1.77 GB

Windows 7 Professional x64 Service Pack 1

MPACT

Арр	plication Name	Version	File Location	Installed	Size
\overline{O}	Microsoft Silverlight	5.1.50907.0	C:\Program Files\Microsoft Silverlight	2017 Jun 27	349 ME
0	Adobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 13	195 ME
0	Foxit Reader	8.0.0.624	C:\Program Files (x86)\Foxit Software\Foxit Reader	2016 Jun 28	179 MI
\overline{O}	ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 ME
\bigcirc	Java 7 Update 79	7.0.790	C:\Program Files (x86)\Java\jre7	2015 Apr 15	121 M
\bigcirc	Java 7 Update 79 (64-bit)	7.0.790	C:\Program Files\Java\jre7	2015 Apr 15	119 ME
Ø	Java 8 Update 101 (64-bit)	8.0.1010.13	C:\Program Files\Java\jre1.8.0_101	2016 Jul 20	106 ME
Ø	Java 8 Update 101	8.0.1010.13	C:\Program Files (x86)\Java\jre1.8.0_101	2016 Jul 20	93 ME
\bigcirc	Mozilla Firefox 47.0.1 (x86 en-US)	47.0.1	C:\Program Files (x86)\Mozilla Firefox	2014 Sep 16	92 MI
0	Intel(R) Processor Graphics	9.18.10.3220	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2014 May 07	74 MI
\bigcirc	Google Chrome	52.0.2743.82	Not Defined	2016 Jul 21	51 MI
\bigcirc	Skype™ 7.0	7.0.102	C:\Program Files (x86)\Skype	2015 Oct 22	48 M
Ø	Microsoft .NET Framework 4.5.2	4.5.51209	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.5.51209	2015 Oct 22	39 MI
0	Skype Meetings App	16.2.0.51	C:\Users\kplecki\AppData\Local\Microsoft\Skyp eForBusinessPlugin\16.2.0.51	2016 May 24	29 MI
\overline{O}	Nikon Metrology Licensing	10.0.26976	Not Defined	2014 Aug 21	28 MI
Ø	Intel(R) Management Engine Components	9.0.10.1372	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2014 May 07	20 MI
\bigcirc	Adobe Flash Player 22 NPAPI	22.0.0.209	Not Defined	2017 Oct 09	19 MI
\bigcirc	Adobe Flash Player 22 ActiveX	22.0.0.210	Not Defined	2017 Oct 09	19 MI
0	Intel(R) USB 3.0 eXtensible Host Controller Driver	2.5.0.19	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2014 May 07	18 MI
Ø	Sentinel Runtime	6.62.1.43298	C:\Program Files (x86)\Common Files\Aladdin Shared\HASP	2014 Aug 21	15 MI



Арр	lication Name	Version	File Location	Installed	Size
\bigcirc	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 May 12	14 MB
0	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 May 12	11 MB
\bigcirc	LabTechAD	1.0.0	Not Defined	2014 Aug 21	7 MB
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
Ø	Microsoft SQL Server 2005 Compact Edition [ENU]	3.1.0000	C:\Program Files (x86)\Microsoft SQL Server Compact Edition	2013 Sep 09	2 MB
\bigcirc	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 16	1 MB
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729	9.0.30729	Not Defined	2014 May 07	792 KB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.6161	9.0.30729.616 1	Not Defined	2015 May 12	788 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2014 Aug 29	600 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17	9.0.30729	Not Defined	2013 Sep 09	596 KB
Ø	Mozilla Maintenance Service	47.0.1	C:\Program Files (x86)\Mozilla Maintenance Service	2014 Sep 16	375 KB
\bigcirc	Citrix Online Launcher	1.0.223	Not Defined	2014 Oct 29	290 KB
\bigcirc	Acer Updater	1.02.3502	C:\Program Files\Acer\Acer Updater	2013 Sep 09	1 KB
0	Adobe AIR	15.0.0.249	c:\Program Files (x86)\Common Files\Adobe AIR	2014 Aug 21	1 KB
Ø	Microsoft Visual Studio 2010 Tools for Office Runtime (x64)	10.0.50903	C:\Program Files\Common Files\Microsoft Shared\VSTO\10.0	2015 May 12	1 KB
\bigcirc	Realtek High Definition Audio Driver	6.0.1.6878	C:\Program Files\Realtek\Audio\HDA	2014 May 07	1 KB
Ø	Acer eRecovery Management	5.01.3511	C:\Program Files\Acer\Acer eRecovery Management	2014 May 07	1 KB
\bigcirc	Intel(R) SDK for OpenCL - CPU Only Runtime Package	3.0.0.66956	C:\Program Files (x86)\Intel\OpenCL SDK\3.0	2014 May 07	1 KB
\bigcirc	Realtek Ethernet Controller Driver	7.73.618.2013	C:\Program Files (x86)\Realtek\NICDRV_8169	2014 May 07	1 KB
0	National Instruments Software		C:\Program Files (x86)\National Instruments\Shared\NIUninstaller	2014 Aug 25	1 KB
0	Realtek USB Card Reader	6.2.9200.3015 0	C:\Program Files (x86)\Realtek\Realtek USB Card Reader	2014 May 07	1 KB
$\overline{\bigcirc}$	Welcome Center	1.02.3507	C:\Program Files (x86)\Acer\Welcome Center	2013 Sep 10	1 KB
\bigcirc	Microsoft Office Home and Business 2013 - en-us	15.0.4963.100 2	C:\Program Files\Microsoft Office 15	2014 Aug 29	1 KB
$\overline{\bigcirc}$	Adobe Shockwave Player 12.1	12.1.3.153	C:\Windows\SysWOW64\Adobe	2014 Aug 21	1 KB
\bigcirc	ShadowSnap	1.117	C:\Program Files (x86) \StorageCraft\ShadowProtect\ShadowSnap	2014 Aug 29	1 KB
\bigcirc	GoToAssist Customer 3.5.0.1488	3.5.0.1488	C:\Program Files (x86)\Citrix\GoToAssist Remote Support Customer\1488	2017 Sep 29	1 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 73 of 253

Software List



Application Name	Version	File Location	Installed	Size
CMM-Manager 3.4 SP1	3.4.2.2609	C:\Program Files (x86)\Nikon\CMM-Manager 3.4 SP1	2014 Aug 25	1 KB
Acer Framework	3.00.5500	C:\Program Files\Acer\Empowering Technology	2013 Sep 09	1 KB
StorageCraft ShadowProtect	5.0.1.23057	C:\Program Files (x86) \StorageCraft\ShadowProtect	2014 Aug 29	1 KB
Intel(R) Rapid Storage Technology	12.8.0.1016	C:\Program Files\Intel\Intel(R) Rapid Storage Technology	2014 May 07	1 KB
Solution Windows Live Essentials	15.4.3538.051 3	C:\Program Files (x86)\Windows Live	2013 Sep 10	1 KB
Acer Registration	1.04.3506	C:\Program Files (x86)\Acer\Registration	2013 Sep 10	1 KB
VISA Shared Components 64-Bit	1.6	Not Defined	2017 Oct 09	0 KB
SET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KB
Dassault Systemes Software VC9 Prerequisites x86-x64	9.1.2	Not Defined	2014 Aug 21	22 MB

October 9, 2017

DANTE-LAPTOP

Identification

Client	TecAirInc
Location	Munster
Computer	DANTE-LAPTOP
Nickname	DANTE-LAPTOP
Domain	tec-air
Local IP Address	10.10.2.57

Software Summary

Operating System	
Apps Installed	242
Unclassified Apps	22
Blacklisted Apps	0
Total App Size	29.28 GB

Windows 7 Professional x64 Service Pack 1

MPACT

Арр	blication Name	Version	File Location	Installed	Size
\bigcirc	Adobe Acrobat X Standard - English, Français, Deutsch	10.1.13	C:\Program Files (x86)\Adobe\Acrobat 10.0	2015 Apr 08	4.47 GB
\bigcirc	Autodesk Inventor 2017 - English	21.0.14200.00 00	C:\Program Files\Autodesk\Inventor 2017	2017 Jul 07	4.02 GB
\bigcirc	Autodesk Inventor 2015 - English	19.2.22300.00 00	C:\Program Files\Autodesk\Inventor 2015	2014 Aug 01	3.07 GB
0	Autodesk Robot Structural Analysis 360 2015	2015.0.5.5614	C:\Program Files\Autodesk\Simulation Flex 2015\Autodesk Robot Structural Analysis 360 2015	2015 Mar 21	1.91 GB
Ø	Windows XP Mode	1.3.7600.1642 3	Not Defined	2013 Mar 08	1.13 GB
Ø	Autodesk DirectConnect 2015 64-bit	9.0.56.4	C:\Program Files\Common Files\Autodesk Shared\DirectConnect2015 (64-bit)	2015 Jan 22	1.06 GB
\bigcirc	Cognex In-Sight Software 5.1.0	5.1.3079	C:\Program Files (x86)\Cognex\In-Sight	2015 Jul 09	883 MB
\bigcirc	Autodesk Material Library Medium Resolution Image Library 2015	5.2.9.100	C:\Program Files (x86)\Common Files\Autodesk Shared\Materials	2015 Jan 21	741 MB
\bigcirc	Avery Design & Print	3.0.2	C:\Program Files (x86)\Design&Print	2016 Apr 05	680 MB
0	Autodesk Civil View for 3ds Max Design 2015 64-bit	17.0.0.0	C:\ProgramData\Autodesk\Civil View\2015	2015 Jan 21	604 MB
\bigcirc	IV-Navigator	4.0.0.0	C:\Program Files (x86)\KEYENCE\IV-Navigator	2015 Dec 09	571 MB
0	Autodesk 3ds Max 2015 Populate Data	17.0.0.0	C:\Program Files\Common Files\Autodesk Shared\PeoplePower\2.0	2015 Jan 21	571 MB
\bigcirc	WIDCOMM Bluetooth Software	6.5.1.4000	C:\Program Files\WIDCOMM\Bluetooth Software	2013 May 16	534 MB
\overline{O}	Autodesk Inventor Server Engine for 3ds Max Design 2015	17.0.2	Not Defined	2015 Jan 21	525 MB
Ø	Autodesk Inventor Electrical Catalog Browser 2017 - English	14.0.59.1	C:\Program Files\Autodesk\Inventor 2017\Bin\InventorElectrical	2017 Jul 07	524 MB
\bigcirc	Microsoft Silverlight	5.1.50907.0	c:\Program Files\Microsoft Silverlight	2017 Jun 27	498 MB
Ø	Autodesk 360	5.2.3.1000	Not Defined	2015 Mar 27	466 MB
\bigcirc	Autodesk ReCap 360	3.0.0.52	C:\Program Files\Autodesk\Autodesk ReCap 360	2017 Jul 07	444 MB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 75 of 253

Software List



Ар	plication Name	Version	File Location	Installed	Size
\bigcirc	Acronis True Image 2014	17.0.4515	C:\Program Files (x86)\Acronis\TrueImageHome	2015 Sep 15	371 MB
\bigcirc	Autodesk Material Library 2017	15.11.3.0	Not Defined	2017 Jul 07	358 MB
\bigcirc	EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2014 Mar 29	326 MB
Ø	Autodesk Material Library Low Resolution Image Library 2015	5.2.9.100	C:\Program Files (x86)\Common Files\Autodesk Shared\Materials	2015 Jan 21	246 MB
0	Autodesk Material Library Low Resolution Image Library 2017	15.11.3.0	Not Defined	2017 Jul 07	246 MB
\bigcirc	iTunes	12.5.5.5	C:\Program Files\iTunes	2017 Feb 27	243 MB
0	SAP Crystal Reports runtime engine for .NET Framework 4 (64-bit)	13.0.4.705	Not Defined	2014 Mar 29	207 MB
\bigcirc	Crimson 3.0	3.5.683.2	Not Defined	2016 Jul 31	201 MB
Ø	SAP Crystal Reports runtime engine for .NET Framework 4 (32-bit)	13.0.4.705	Not Defined	2014 Mar 29	195 MB
\bigcirc	Mozilla Firefox 51.0.1 (x86 en-US)	51.0.1	C:\Program Files (x86)\Mozilla Firefox	2014 Jan 02	173 MB
Ø	Autodesk Desktop App	7.0.6.378	C:\Program Files (x86)\Autodesk\Autodesk Desktop App	2016 May 04	165 MB
Ø	Microsoft Access database engine 2010 (English)	14.0.7015.100 0	Not Defined	2017 Oct 03	160 MB
Ø	JT2Go	10.1.14022	C:\Program Files (x86)\Siemens\JT2Go	2014 Jul 14	153 MB
Ø	Apple Application Support (64-bit)	5.3.1	C:\Program Files\Common Files\Apple\Apple Application Support	2017 Feb 27	141 MB
Ø	Microsoft Office 2003 Web Components	12.0.6213.100 0	Not Defined	2017 Oct 03	138 MB
Ø	iCloud	6.1.2.13	C:\Program Files (x86)\Common Files\Apple\Internet Services	2017 Feb 27	137 MB
\bigcirc	ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 MB
Ø	Apple Application Support (32-bit)	5.3.1	C:\Program Files (x86)\Common Files\Apple\Apple Application Support	2017 Feb 27	126 MB
\bigcirc	Java 7 Update 79	7.0.790	C:\Program Files (x86)\Java\jre7	2015 Apr 16	121 MB
\bigcirc	FARO LS 1.1.504.10 (64bit)	5.4.10.43135	Not Defined	2017 Jul 07	117 MB
\bigcirc	Autodesk Guided Tutorial Plugin	3.30.0	Not Defined	2017 Jul 07	98 MB
Ø	Autodesk Material Library 2015	5.2.9.100	C:\Program Files (x86)\Common Files\Autodesk Shared\Materials	2015 Jan 21	97 MB
Ø	Autodesk Advanced Material Library Image Library 2017	15.11.3.0	Not Defined	2017 Jul 07	95 MB
\bigcirc	Java 8 Update 101	8.0.1010.13	C:\Program Files (x86)\Java\jre1.8.0_101	2016 Jul 20	93 MB
Ø	SketchUp Import 2016-2017	2.2.0	C:\Program Files (x86) \Autodesk\ApplicationPlugins	2017 Jul 07	86 MB
Ø	DriveWorksEZ	5.37.0000	C:\Program Files (x86)\InstallShield Installation Information\{AB48E146-B348-4CCA-B03D- 0AA88D938D61}	2016 May 27	85 MB
\overline{O}	burster DigiControl 9310	15.1.0	Not Defined	2016 Apr 29	81 MB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 76 of 253

Software List



Арр	blication Name	Version	File Location	Installed	Size
\bigcirc	AutoCAD Drawing Viewer version 3.7.1	3.7.1	C:\Program Files (x86)\SkySof Software Inc\AutoCAD Drawing Viewer	2014 Mar 05	81 MB
\bigcirc	Microsoft Office Visio Viewer 2007	12.0.6612.100 0	Not Defined	2017 Oct 03	80 MB
\bigcirc	Intel(R) Management Engine Components	11.0.11.1193	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2017 Feb 16	80 MB
\bigcirc	SketchUp Import	1.2.0	C:\ProgramData\Autodesk\ApplicationPlugins	2015 Jan 19	78 MB
Ø	Intel(R) Processor Graphics	10.18.10.4425	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2012 Dec 17	74 MB
\bigcirc	Autodesk Simulation Job Manager	4.0.124.14183	Not Defined	2015 Mar 20	73 MB
Ø	Autodesk Material Library Base Resolution Image Library 2015	5.2.9.100	C:\Program Files (x86)\Common Files\Autodesk Shared\Materials	2015 Jan 21	72 MB
\overline{O}	Autodesk Material Library Base Resolution Image Library 2017	15.11.3.0	Not Defined	2017 Jul 07	72 MB
\bigcirc	QuickTime 7	7.79.80.95	C:\Program Files (x86)\QuickTime	2016 Feb 05	69 MB
$\overline{\ensuremath{ \bigcirc }}$	VI Package Manager 2014	14.0.1941	C:\Program Files (x86)\JKI\VI Package Manager	2014 May 22	69 MB
\overline{O}	Dell Command Update	2.3.1	C:\Program Files (x86)\Dell\CommandUpdate	2017 Jun 16	66 MB
\bigcirc	GoLabel	1.0.264	Not Defined	2015 Aug 06	61 MB
\bigcirc	Honeywell InterDriver	7.3.8.1	C:\Program Files (x86)\Honeywell\InterDriver	2015 Oct 27	60 MB
\bigcirc	Google Chrome	52.0.2743.82	Not Defined	2016 Jul 21	51 MB
\bigcirc	SeproEditor	3.03.04	Not Defined	2015 Aug 19	49 MB
\bigcirc	FARO LS 1.1.502.0 (64bit)	5.2.0.35213	Not Defined	2014 Aug 01	49 MB
Ø	Skype™ 7.0	7.0.102	C:\Program Files (x86)\Skype	2015 Jan 16	48 MB
Ø	FARO LS 1.1.501.0 (64bit)	5.1.0.30630	Not Defined	2014 Feb 15	48 MB
\bigcirc	Intermec Fingerprint ApplicationBuilder 2.32	2.32.208	Not Defined	2015 Jun 25	47 MB
0	Microsoft .NET Framework 4.6	4.6.00081	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.6.00081	2017 Jul 07	39 MB
\bigcirc	Autodesk Desktop Connect Service	3.30.0	Not Defined	2017 Jul 07	37 MB
\bigcirc	YouSendIt Express	2.13.2	C:\Program Files (x86)\YouSendIt	2014 Sep 19	35 MB
\bigcirc	Autodesk Configurator 360 addin	21.0.11700	C:\ProgramData\Autodesk\ApplicationPlugins	2017 Jul 07	32 MB
\bigcirc	Dell Feature Enhancement Pack	2.2.1	C:\Program Files\Dell\Feature Enhancement Pack	2012 Dec 17	32 MB
0	AT&T Connect Participant Application v9.5.51	9.5.51	C:\Users\dante\AppData\Local\ATT Connect	2014 Aug 28	29 MB
Ø	Apple Mobile Device Support	10.0.1.3	C:\Program Files\Common Files\Apple\Mobile Device Support	2017 Jan 09	27 MB
Ø	DisplayLink Core Software	7.7.60366.0	C:\Program Files\DisplayLink Core Software	2016 Mar 07	27 MB
Ø	FortiClient	5.2.3.0633	C:\Program Files (x86)\Fortinet\FortiClient	2015 Mar 06	26 MB
\bigcirc	Autodesk Workflows 2015	5.2.11.100	Not Defined	2015 Jan 21	25 MB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 77 of 253

Software List



Ар	plication Name	Version	File Location	Installed	Size
0	Microsoft Visual C++ 2015 Redistributable (x64) - 14.0.23506	14.0.23506.0	C:\ProgramData\Package Cache\{3ee5e5bb- b7cc-4556-8861-a00a82977d6c}	2017 Feb 16	25 M
\bigcirc	Autodesk Workflows 2017	15.11.13.0	Not Defined	2017 Jul 07	24 M
\bigcirc	Autodesk Backburner 2015	15.0.0.0	C:\Program Files (x86)\Autodesk\Backburner	2015 Jan 21	23 MI
Ø	Autodesk Simulation CFD Viewer 2015	15.0.0.0	Not Defined	2015 Mar 20	23 M
0	Teamcenter Application Sharing	10.1.14176	C:\Program Files (x86) \Siemens\Teamcenter10.1\AppShare	2016 Sep 06	21 M
Ø	Microsoft Visual C++ 2015 Redistributable (x86) - 14.0.23506	14.0.23506.0	C:\ProgramData\Package Cache\{23daf363- 3020-4059-b3ae-dc4ad39fed19}	2017 Feb 16	21 M
Ø	Microsoft Visual C++ 2013 Redistributable (x64) - 12.0.30501	12.0.30501.0	C:\ProgramData\Package Cache\{050d4fc8- 5d48-4b8f-8972-47c82c46020f}	2017 Jul 07	21 ME
0	Microsoft Visual C++ 2012 Redistributable (x64) - 11.0.61030	11.0.61030.0	C:\ProgramData\Package Cache\{ca67548a- 5ebe-413a-b50c-4b9ceb6d66c6}	2014 Jul 31	21 M
0	IQMS_PDF_Printer (novaPDF 7.3 printer)		C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2014 Mar 29	19 MI
0	Microsoft SQL Server Compact 4.0 x64 ENU	4.0.8482.1	C:\Program Files\Microsoft SQL Server Compact Edition	2015 May 01	19 MI
Ø	Adobe Flash Player 22 NPAPI	22.0.0.209	Not Defined	2017 Oct 09	19 MI
Ø	Adobe Flash Player 22 ActiveX	22.0.0.210	Not Defined	2017 Oct 09	19 M
Ø	Intel(R) USB 3.0 eXtensible Host Controller Driver	1.0.8.251	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2012 Dec 17	18 M
Ø	Hightail Desktop App	2.4.7.1621	C:\Program Files (x86)\Hightail Desktop App	2013 Nov 11	18 M
Ø	Microsoft Visual C++ 2012 Redistributable (x86) - 11.0.61030	11.0.61030.0	C:\ProgramData\Package Cache\{33d1fd90- 4274-48a1-9bc1-97e33d9c2d6f}	2014 Jul 31	17 MI
Ø	Microsoft Visual C++ 2013 Redistributable (x86) - 12.0.30501	12.0.30501.0	C:\ProgramData\Package Cache\{f65db027-aff3 -4070-886a-0d87064aabb1}	2017 Jul 07	17 MI
Ø	Advanced IP Scanner	2.2.224	C:\Program Files (x86)\Advanced IP Scanner v2	2013 Mar 06	16 MI
Ø	Autodesk Download Manager	2.0.6.0	Not Defined	2014 Feb 15	15 MI
Ø	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Feb 17	14 MI
0	Autodesk 3ds Max Design 2015 Ext 2	17.1.0.0	C:\Program Files\Autodesk\3ds Max Design 2015	2015 Jun 03	12 MI
0	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Feb 17	11 MI
Ø	Inventor Connected Desktop for A360	3.30.0	Not Defined	2017 Jul 07	8 MI
Ø	AdExDbManager	0.0.3.0	Not Defined	2014 Feb 06	7 MI
Ø	MDMONSYS	4.2.4	Not Defined	2016 Feb 07	7 M
0	Intel [®] Driver Update Utility	2.0.0.29	C:\ProgramData\Package Cache\{8409c4f7- 2340-4933-a304-5d37db4fb48b}	2014 Nov 07	7 MI
0	Microsoft Office	14.0.6120.500 4		2012 Dec 17	6 MI
0	Autodesk Featured Apps 2016-2017	2.2.0	C:\Program Files (x86) \Autodesk\ApplicationPlugins	2017 Jul 07	6 M

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 78 of 253

Software List



Арр	blication Name	Version	File Location	Installed	Size
\bigcirc	Autodesk BIM 360 Glue AutoCAD 2017 Add -in 64 bit	4.37.6853	Not Defined	2017 Jul 07	6 MB
Ø	Windows Live Mesh ActiveX Control for Remote Connections	15.4.5722.2	Not Defined	2012 Dec 17	6 MB
Ø	Autodesk BIM 360 Glue AutoCAD 2015 Add -in 64 bit	4.36.2452	Not Defined	2015 Jun 03	5 MB
Ø	O2Micro Flash Memory Card Windows Driver	3.0.07.44	C:\Program Files (x86)\O2Micro\Oz600	2017 May 18	5 MB
Ø	Autodesk BIM 360 Navisworks Simulate 2015 Add-in 64 bit	4.36.2452	Not Defined	2015 Jun 03	5 MB
\bigcirc	Mockup 360 Addin 2015	1.1.0	C:\ProgramData\Autodesk\ApplicationPlugins	2014 Aug 01	5 MB
$\overline{\ensuremath{ \bigcirc }}$	7-Zip 16.02 (x64)	16.02	C:\Program Files\7-Zip	2016 Jun 06	5 MB
\overline{O}	Intermec FieldInstaller 2.32	2.32.207	Not Defined	2015 Jun 25	5 MB
\overline{O}	Autodesk Featured Apps	1.2.0	C:\ProgramData\Autodesk\ApplicationPlugins	2015 Jan 19	4 MB
Ø	Autodesk App Manager 2016-2017	2.2.0	C:\Program Files (x86) \Autodesk\ApplicationPlugins	2017 Jul 07	4 MB
\overline{O}	Autodesk App Manager	1.2.0	C:\ProgramData\Autodesk\ApplicationPlugins	2015 Jan 19	4 MB
Ø	Autodesk AutoCAD Performance Feedback Tool 1.2.5	1.2.5.0	Not Defined	2017 Jul 07	4 MB
Ø	Microsoft Visual C++ 2005 Redistributable (x64)	8.0.59192	Not Defined	2014 Feb 15	3 MB
\bigcirc	Apple Software Update	2.2.0.150	C:\Program Files (x86)\Apple Software Update	2017 Jan 09	3 MB
$\overline{\ensuremath{ \bigcirc }}$	Microsoft Visual C++ 2005 Redistributable	8.0.56336	Not Defined	2014 Mar 29	3 MB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.59193	Not Defined	2014 Feb 15	3 MB
Ø	Microsoft Visual C++ 2005 Redistributable (x64)	8.0.56336	Not Defined	2012 Dec 17	2 MB
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
\bigcirc	Bonjour	3.1.0.1	C:\Program Files (x86)\Bonjour	2016 Feb 05	2 MB
Ø	Microsoft SQL Server 2005 Compact Edition [ENU]	3.1.0000	C:\Program Files (x86)\Microsoft SQL Server Compact Edition	2012 Dec 17	2 MB
\bigcirc	BinLINK	1.0.0	Not Defined	2015 Sep 03	2 MB
\bigcirc	Intel(R) Control Center	1.2.1.1011	C:\Program Files (x86)\Intel\Intel Control Center	2012 Dec 17	1 MB
\bigcirc	Dell Edoc Viewer	1.0.0	Not Defined	2012 Dec 17	1 MB
\bigcirc	MSXML 4.0 SP2 (KB973688)	4.20.9876.0	Not Defined	2013 Mar 05	1 MB
\bigcirc	MSXML 4.0 SP2 (KB954430)	4.20.9870.0	Not Defined	2013 Mar 05	1 MB
\bigcirc	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB
$\overline{\bigcirc}$	Skype Click to Call	8.5.0.9167	Not Defined	2016 Oct 21	992 KB
\bigcirc	Microsoft WSE 3.0 Runtime	3.0.5305.0	C:\Program Files (x86)\Microsoft WSE\v3.0	2014 Feb 15	942 KB
\bigcirc	Pulse Secure Setup Client	8.1.100.61517	C:\Users\dante\AppData\Roaming\Juniper Networks\Setup Client	2016 Sep 07	800 KB



Арр	lication Name	Version	File Location	Installed	Size
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.6161	9.0.30729.616 1	Not Defined	2013 May 21	788 KB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.17	9.0.30729	Not Defined	2012 Dec 17	788 KB
\overline{O}	Autodesk Inventor Content Center Libraries 2017 (Desktop Content)	21.0.14200.00 00	Not Defined	2017 Jul 07	707 KB
\overline{O}	Autodesk Inventor Content Center Libraries 2015 (Desktop Content)	19.0.15900.00 00	Not Defined	2015 Jan 21	686 KB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2013 May 21	600 KB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.5026	9.0.30729.502 6	Not Defined	2013 Mar 12	597 KB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17	9.0.30729	Not Defined	2012 Dec 17	596 KB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.4148	9.0.30729.414 8	Not Defined	2013 Mar 12	586 KB
Ø	Microsoft Visual C++ 2005 Redistributable (x64)	8.0.61000	Not Defined	2013 May 21	570 KB
Ø	Mozilla Maintenance Service	51.0.1	C:\Program Files (x86)\Mozilla Maintenance Service	2013 Apr 05	425 KB
\bigcirc	Autodesk Design Review Browser Add-on v1.2	1.2.0	Not Defined	2014 Mar 28	322 KB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2013 May 21	298 KB
\bigcirc	GoTo Opener	1.0.467	Not Defined	2017 Aug 11	276 KB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.4048	9.0.30729.404 8	Not Defined	2015 Aug 06	236 KB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.4148	9.0.30729.414 8	Not Defined	2014 Feb 15	230 KB
\bigcirc	Autodesk DWG TrueView 2014	19.1.18.0	C:\Program Files\Autodesk\DWG TrueView 2014	2014 Feb 15	1 KB
\bigcirc	Dell Touchpad	10.1207.101.1 09	C:\Program Files\DellTPad	2012 Dec 17	1 KB
\bigcirc	Autodesk Navisworks Simulate 2015 - English Language Pack	12.2.1147.53	C:\Program Files\Autodesk\Navisworks Simulate 2015	2015 Jan 19	1 KB
\bigcirc	Autodesk DWG TrueView 2017 - English	21.0.52.0	C:\Program Files\Autodesk\DWG TrueView 2017 - English	2017 Jul 07	1 KB
\bigcirc	Lorex Client 12	Ver:3.1.87	C:\Program Files (x86)\Lorex Client 12	2015 Jul 16	1 KB
\bigcirc	Corente Client	8.70.141	C:\Program Files (x86)\Corente\VPN Client	2013 Mar 08	1 KB
Ø	Autodesk Product Design Suite 2017	6.0.0.082	C:\Program Files\Autodesk\Product Design Suite 2017	2017 Jul 07	1 KB
Ø	CLICK Programming Software Version 2.00	2.00.0001	C:\Program Files (x86)\AutomationDirect\CLICK Ver2.00	2016 Dec 02	1 KB
\bigcirc	Autodesk AutoCAD 2015 - English	20.0.51.0	C:\Program Files\Autodesk\AutoCAD 2015	2015 Jan 19	1 KB
Ø	Autodesk Revit Interoperability for 3ds Max 2015	15.0.207.0	C:\Program Files\Common Files\Autodesk Shared\Revit Interoperability 2015	2015 Jan 19	1 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 80 of 253

Software List



Ар	blication Name	Version	File Location	Installed	Size
Ø	Autodesk Design Review 2013	13.0.0.82	C:\Program Files (x86)\Autodesk\Autodesk Design Review 2013	2014 Aug 01	1 KB
0	National Instruments Software		C:\Program Files (x86)\National Instruments\Shared\NIUninstaller	2014 May 21	1 KB
0	Autodesk AutoCAD Mechanical 2017 - English	21.0.49.0	C:\Program Files\Autodesk\AutoCAD 2017	2017 Jul 07	1 KB
0	Autodesk Revit Interoperability for Inventor 2017	17.0.411.0	C:\Program Files\Common Files\Autodesk Shared\Revit Interoperability for Inventor 2017	2017 Jul 07	1 KB
0	Microsoft Visual Studio 2005 Remote Debugger Light (x64) - ENU		C:\Program Files\Microsoft Visual Studio 8	2014 Jul 22	1 KB
Ø	DirectSOFT 6 - Programming	6.00.725	C:\DirectSOFT6	2015 Apr 08	1 KB
Ø	Productivity Suite 2.1.0.16	2.1.0.16	C:\Program Files (x86) \AutomationDirect\Productivity Suite 2.1.0.16	2016 Jan 04	1 KB
0	Autodesk AutoCAD Raster Design 2017	21.0.52.0	C:\Program Files\Autodesk\AutoCAD Raster Design 2017	2017 Jul 07	1 KB
\bigcirc	CLICK Programming Software Version 1.40	1.40.0001	C:\Program Files (x86)\AutomationDirect\CLICK	2013 Nov 05	1 KB
\bigcirc	Dropbox	36.4.22	C:\Program Files (x86)\Dropbox\Client	2017 Apr 05	1 KB
Ø	Intel(R) Network Connections 16.8.45.00	16.8.45.00	C:\Program Files\Intel	2012 Dec 17	1 KB
Ø	TeamViewer 8	8.0.44109	C:\Program Files (x86)\TeamViewer\Version8	2013 Mar 02	1 KB
0	Intel(R) Rapid Storage Technology	13.2.4.1000	C:\Program Files\Intel\Intel(R) Rapid Storage Technology	2015 Aug 17	1 KB
\bigcirc	PDC International	3.6.00.0046	C:\Program Files (x86)\ABB\PDC	2014 Mar 03	1 KB
\bigcirc	ST Microelectronics 3 Axis Digital Accelerometer Solution	4.10.0046	C:\Program Files (x86)\ST Microelectronics\ST_ACCEL	2014 Jan 16	1 KB
Ø	BarTender 10.1	10.1.2961	C:\ProgramData\Seagull\Installer	2015 Aug 31	1 KB
0	Autodesk Simulation Mechanical Flex 2015	2015.20.00.02 07	C:\Program Files\Autodesk\Simulation Flex 2015\Simulation Mechanical 360 2015	2015 Mar 21	1 KB
Ø	WinRAR 4.20 (64-bit)	4.20.0	C:\Program Files\WinRAR	2013 Apr 19	1 KB
0	Windows Live Essentials	15.4.3508.110 9	C:\Program Files (x86)\Windows Live	2012 Dec 17	1 KB
0	Autodesk Navisworks 2015 Exporters - 64 bit	12.2.1147.53	C:\Program Files\Autodesk\Navisworks 2015 64 bit Exporter Plug-ins	2015 Jan 22	1 KB
\bigcirc	Akamai NetSession Interface		C:\Users\dante\AppData\Local\Akamai	2014 Feb 06	1 KB
Ø	DWG TrueView 2013	19.0.55.0	C:\Program Files\Autodesk\DWG TrueView 2013	2014 Mar 28	1 KB
0	Autodesk Navisworks Simulate 2015	12.3.1157.50	C:\Program Files\Autodesk\Navisworks Simulate 2015	2015 Jan 19	1 KB
0	Autodesk DWG TrueView 2015 - English	20.0.51.0	C:\Program Files\Autodesk\DWG TrueView 2015 - English	2015 Jan 22	1 KB
\bigcirc	Autodesk Product Design Suite 2015	4.0.103.001	C:\Program Files\Autodesk\Product Design Suite 2015	2015 Jan 22	1 KB
\bigcirc	Brother MFL-Pro Suite DCP-7020	1.0.1.0	C:\Program Files (x86)\Brother\Brmfl04g	2013 Apr 20	1 KB
\bigcirc	MixiDJ V8 Toolbar	6.11.2.6	C:\Program Files (x86)\MixiDJ_V8	2013 Mar 12	1 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 81 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
\bigcirc	Microsoft Project 98		C:\Program Files (x86)\Microsoft Office\Office\Setup	2013 Jun 18	1 KB
Ø	Autodesk Content Service	3.2.0.0	C:\Program Files (x86)\Autodesk\Content Service	2014 Feb 15	1 KB
Ø	Autodesk AutoCAD Mechanical 2015 - English	19.0.48.0	C:\Program Files\Autodesk\AutoCAD 2015	2015 Jan 19	1 KB
0	Autodesk Revit Interoperability for Inventor 2015	15.0.207.0	C:\Program Files\Common Files\Autodesk Shared\Revit Interoperability for Inventor 2015	2014 Aug 01	1 KB
0	C-more USB Driver Ver 2.1.3.0	2.1.3.0	C:\Program Files (x86)\AutomationDirect\C- more USB Driver	2013 Nov 12	1 KB
Ø	Microsoft Office Professional Plus 2010	14.0.7015.100 0	C:\Program Files (x86)\Microsoft Office	2012 Dec 17	1 KB
Ø	C-more micro Programming Software Version 3.22.0.0	3.22.0000	C:\Program Files (x86)\AutomationDirect\C- more micro	2013 Nov 12	1 KB
0	Autodesk AutoCAD Raster Design 2015	20.0.51.0	C:\Program Files\Autodesk\AutoCAD Raster Design 2015	2015 Jan 22	1 KB
Ø	Autodesk Revit Interoperability for Showcase 2015	15.0.207.0	C:\Program Files\Autodesk\Showcase 2015	2015 Jan 19	1 KB
0	Dell Webcam Central	1.40.54	C:\Program Files (x86)\Dell Webcam\Dell Webcam Central	2012 Dec 17	1 KB
Ø	Microsoft Visual Studio 2010 Tools for Office Runtime (x64)	10.0.50903	c:\Program Files\Common Files\Microsoft Shared\VSTO\10.0	2013 Mar 06	1 KB
\bigcirc	IDT Audio	1.0.6491.0	C:\Program Files\IDT	2014 Mar 16	1 KB
\bigcirc	SpectraPLUS-SC	5.1.0.10	C:\Program Files (x86)\SpectraPLUS_SC	2013 Jun 11	1 KB
Ø	Intel(R) SDK for OpenCL - CPU Only Runtime Package	2.0.0.37149	C:\Program Files (x86)\Intel\OpenCL SDK\2.0	2013 Oct 16	1 KB
0	Autodesk 3ds Max Design 2015	17.3.374.0	C:\Program Files\Autodesk\3ds Max Design 2015	2015 Jan 22	1 KB
\bigcirc	Autodesk Showcase 2015 64-bit	9.0.0.10179	C:\Program Files\Autodesk\Showcase 2015	2015 Jan 19	1 KB
Ø	EZPLC Editor 1.8		C:\Program Files (x86)\EZAutomation\EZPLC Editor	2016 Sep 20	1 KB
0	Autodesk Simulation CFD 360 2015	15.3.0.0	C:\Program Files\Autodesk\Simulation Flex 2015\Simulation CFD 360 2015	2015 Mar 21	1 KB
\bigcirc	BarTender 10.1 UltraLite	10.1.2961	C:\ProgramData\Seagull\Installer	2015 Aug 31	1 KB
\bigcirc	Autodesk Vault Basic 2015 (Client)	19.2.2.0	C:\Program Files\Autodesk\Vault Basic 2015	2014 Aug 01	1 KB
Ø	Autodesk Navisworks 2015 Exporters - 64 bit - English Language Pack	12.2.1147.53	C:\Program Files\Autodesk\Navisworks 2015 64 bit Exporter Plug-ins	2015 Jan 22	1 KB
Ø	GoToMeeting 8.14.0.7716	8.14.0.7716	C:\Program Files (x86)\GoToMeeting\7716	2017 Sep 30	1 KB
\bigcirc	IVI Shared Components 2.2.1	2.21.49152	Not Defined	2017 Oct 09	0 KB
0	Koyo USB-Serial Comm Port Driver	1.0.0.0	C:\Program Files (x86)\Koyo Electronics Industries co.,Itd\Koyo USB-Serial Comm Port Driver	2013 Nov 12	0 KB
\bigcirc	Cisco WebEx Meetings		Not Defined	2017 Oct 09	0 KB
Ø	Pulse Secure Setup Client 64-bit Activex Control	2.1.1.1	Not Defined	2017 Oct 09	0 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 82 of 253

Software List



Арр	plication Name	Version	File Location	Installed	Size
\bigcirc	Microsoft Visual Studio 2005 Tools for Applications - ENU		Not Defined	2017 Oct 09	0 KB
\bigcirc	GetSavin	1.1363104616	Not Defined	2017 Oct 09	0 KB
\bigcirc	Pulse Secure Setup Client Activex Control	2.1.1.1	Not Defined	2017 Oct 09	0 KB
$\overline{\bigcirc}$	Windows Driver Package - Dell Inc. PBADRV System (09/11/2009 1.0.1.6)	09/11/2009 1.0.1.6	Not Defined	2017 Oct 09	0 KB
\bigcirc	Dell Data Protection Access	2.2.00003.009	Not Defined	2017 Oct 09	0 KB
\bigcirc	VISA Shared Components 64-Bit	1.5	Not Defined	2017 Oct 09	0 KB
$\overline{\bigcirc}$	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KB
\bigcirc	Wisdom-soft ScreenHunter 6.0 Free		Not Defined	2017 Oct 09	0 KB
\bigcirc	Dell Backup and Recovery Manager	1.3.1	Not Defined	2012 Dec 17	0 KB
\bigcirc	Dell System Detect	5.12.0.3	Not Defined	2017 Oct 09	0 KB
$\overline{\bigcirc}$	DW WLAN Card Utility	6.30.223.215	"C:\Program Files\Dell\DW WLAN Card"	2017 Oct 09	0 KB
Ø	PL-2303 USB-to-Serial	1.3.0	C:\Program Files (x86)\Prolific Technology INC\PL-2303 USB-to-Serial	2016 Jul 31	0 KB
Ū	Eco Materials Adviser for Autodesk Inventor 2015 (64-bit)	5.3.8.0	Not Defined	2014 Aug 01	58 MB
Û	Eco Materials Adviser for Autodesk Inventor 2014 (64-bit)	4.4.1.0	Not Defined	2014 Feb 15	57 MB
Ū	Paquete de idioma de Microsoft .NET Framework 4 Extended ESN	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\ExtendedLP	2015 Dec 09	11 MB
Û	Microsoft .NET Framework 4 Extended - Language Pack (ITA)	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\ExtendedLP	2015 Dec 09	11 MB
Û	Microsoft .NET Framework 4 Extended	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\ExtendedLP	2015 Dec 09	11 MB
Û	Microsoft .NET Framework 4 Extended	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\ExtendedLP	2015 Dec 09	11 MB
Ū	Microsoft .NET Framework 4 Extended DEU Language Pack	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\ExtendedLP	2015 Dec 09	11 MB
Û	Module linguistique Microsoft .NET Framework 4 Extended FRA	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\ExtendedLP	2015 Dec 09	11 MB
Û	Microsoft .NET Framework 4 Extended Language Pack -	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\ExtendedLP	2015 Dec 09	11 MB
Û	Pacote de Idiomas do Microsoft .NET Framework 4 Extended - Português (Brasil)	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\ExtendedLP	2015 Dec 09	11 MB
Ū	Microsoft .NET Framework 4 Extended	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\ExtendedLP	2015 Dec 09	11 MB
Û	Microsoft .NET Framework 4 Client Profile	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\ClientLP	2015 Dec 09	3 MB
Û	Paquete de idioma de Microsoft .NET Framework 4 Client Profile ESN	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\ClientLP	2015 Dec 09	3 MB
Ū	Microsoft .NET Framework 4 Client Profile - Language Pack (ITA)	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\ClientLP	2015 Dec 09	3 MB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 83 of 253

Software List



Application Name	Version	File Location	Installed	Size
O Microsoft .NET Framework 4 Client Profile	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\ClientLP	2015 Dec 09	3 MB
D Microsoft .NET Framework 4 Client Profile	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\ClientLP	2015 Dec 09	3 MB
Microsoft .NET Framework 4 Client Profile DEU Language Pack	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\ClientLP	2015 Dec 09	3 MB
Module linguistique Microsoft .NET Framework 4 Client Profile FRA	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\ClientLP	2015 Dec 09	3 MB
Microsoft .NET Framework 4 Client Profile Language Pack -	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\ClientLP	2015 Dec 09	3 MB
Pacote de Idiomas do Microsoft .NET Framework 4 Client Profile - Português (Brasil)	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\ClientLP	2015 Dec 09	3 MB
C-more Programming Software Ver2.78 (C:\Program Files (x86)\AutomationDirect\C more)	2.78.0002	C:\Program Files (x86)\AutomationDirect\C- more	2013 Nov 12	1 KB
Windows Driver Package - Red Lion Controls (HMI) USB (01/13/2010 1.0.0.6)	01/13/2010 1.0.0.6	Not Defined	2017 Oct 09	0 KB

October 9, 2017

ENG-TECH1



Identification

Client	TecAirInc
Location	Munster
Computer	ENG-TECH1
Nickname	ENG-TECH1
Domain	tec-air
Local IP Address	10.10.2.143

Software Summary

Operating System	
Apps Installed	51
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	3.16 GB

Windows XP Professional Service Pack 3

MPACT

Ар	olication Name	Version	File Location	Installed	Size
$\overline{\bigcirc}$	Microsoft Office Professional Edition 2003	11.0.8173.0	Not Defined	2015 Nov 05	746 MB
Ø	Compatibility Pack for the 2007 Office system	12.0.6612.100 0	Not Defined	2017 Feb 09	413 MB
\overline{O}	OpenOffice.org 2.3	2.3.9238	C:\Program Files\OpenOffice.org 2.3	2010 Jan 12	311 MB
\odot	EnterpriselQ CR 11 Components	11.5.3300	C:\Program Files\IQMS\IQWIN32	2010 Mar 24	243 MB
\bigcirc	Microsoft .NET Framework 3.0 Service Pack 2	3.2.30729	Not Defined	2010 Jun 24	209 MB
$\overline{\bigcirc}$	Adobe Acrobat 6.0 Standard	006.000.000	C:\Program Files\Adobe\Acrobat 6.0	2010 Mar 24	200 MB
Ø	Microsoft .NET Framework 2.0 Service Pack 2	2.2.30729	Not Defined	2011 Oct 13	185 MB
\bigcirc	Adobe Reader XI (11.0.12)	11.0.12	C:\Program Files\Adobe\Reader 11.0\Reader	2015 Jul 14	129 MB
\odot	ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Security	2017 Oct 04	126 MB
\overline{O}	Java 7 Update 79	7.0.790	C:\Program Files\Java\jre7	2015 May 04	121 MB
\overline{O}	EnterpriselQ	7.0.2.x	C:\Program Files\IQMS\IQWin32	2010 Mar 24	109 MB
\odot	Roxio Creator DE	10.1	C:\Program Files\Roxio	2011 Dec 13	92 MB
\odot	Java 8 Update 91	8.0.910.14	C:\Program Files\Java\jre1.8.0_91	2016 Jul 11	89 MB
\overline{O}	Mozilla Firefox 37.0.1 (x86 en-US)	37.0.1	C:\Program Files\Mozilla Firefox	2014 Sep 16	83 MB
Ø	Apple Application Support	2.3.6	C:\Program Files\Common Files\Apple\Apple Application Support	2013 Sep 19	66 MB
$\overline{\bigcirc}$	Google Chrome	66.143.49264	Not Defined	2016 Apr 08	45 MB
\bigcirc	Adobe Flash Player 22 NPAPI	22.0.0.209	Not Defined	2017 Oct 09	19 MB
Ø	Microsoft Office File Validation Add-In	14.0.5130.500 3	Not Defined	2016 Sep 15	17 MB
$\overline{\bigcirc}$	Intel(R) Processor Identification Utility	1.0.0.0	Not Defined	2017 Aug 11	9 MB
\bigcirc	FileOpen Client	3.0.89.925	Not Defined	2012 Dec 12	8 MB
\overline{O}	Windows Support Tools	5.1.2600.2180	Not Defined	2014 May 25	6 MB
Ø	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2011 Jun 15	5 MB



Арр	blication Name	Version	File Location	Installed	Size
Ø	MSXML 4.0 SP2 (KB973688)	4.20.9876.0	Not Defined	2010 Mar 24	3 MB
Ø	MSXML 4.0 SP2 (KB954430)	4.20.9870.0	Not Defined	2010 Mar 24	3 MB
0	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
Ø	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB
0	Broadcom Gigabit Integrated Controller	9.02.06	C:\Program Files\Broadcom	2010 Jan 12	448 KE
Ø	Mozilla Maintenance Service	36.0.3	C:\Program Files\Mozilla Maintenance Service	2014 Sep 16	391 KE
Ø	Microsoft Visual C++ 2005 ATL Update kb973923 - x86 8.0.50727.4053	8.0.50727.405 3	Not Defined	2010 Mar 24	109 KE
Ø	PowerDVD	7.0	C:\Program Files\CyberLink\PowerDVD DX	2010 Jan 12	1 KE
Ø	Adobe AIR	15.0.0.249	c:\Program Files\Common Files\Adobe AIR	2012 Jan 25	1 KE
3	ATI - Software Uninstall Utility	6.14.10.1009	C:\Program Files\ATI Technologies\UninstallAll	2011 Dec 13	1 KE
Ø	Microsoft .NET Framework 3.5 SP1		C:\WINDOWS\Microsoft.NET\Framework\v3.5	2011 Dec 13	1 KB
0	SoundMAX	5.12.01.7000	C:\Program Files\Analog Devices\SoundMAX	2010 Jan 12	1 KE
0	GoToAssist Customer 1.6.0.594	1.6.0.594	C:\Program Files\Citrix\GoToAssist Remote Support Customer\594	2013 Dec 11	1 KB
3	IQMS_PDF_Printer (novaPDF Professional Server 5.4 printer)		C:\Program Files\IQMS\IQWin32\IQPDF Printer	2010 Mar 24	1 KE
Ø	TeamViewer 8	8.0.44109	C:\Program Files\TeamViewer\Version8	2012 Dec 28	1 KE
Ø	Windows Media Player 11		C:\Program Files\Windows Media Player	2011 Dec 13	1 KB
Ø	Windows Media Format 11 runtime		C:\Program Files\Windows Media Player	2011 Dec 13	1 KE
Ī	Windows Search 4.0	04.00.6001.50 3	Not Defined	2014 Jul 22	0 KE
0	Security Update for Windows Search 4 - KB963093		Not Defined	2014 Aug 19	0 KE
Ø	Lucent Intuity Message Manager		Not Defined	2017 Oct 09	0 KE
Ø	Update for Windows XP (KB943729)		Not Defined	2014 Jul 22	0 KE
Ø	Windows Management Framework Core		Not Defined	2014 Jul 22	0 KB
Ø	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KB
Ø	Microsoft .NET Framework 1.1		Not Defined	2017 Oct 09	0 KB
0	ATI Display Driver	8.023.1- 040624a- 016546C-Dell	Not Defined	2017 Oct 09	0 KE
0	Windows Internet Explorer 8	20090308.140 743	Not Defined	2014 Jul 22	0 KE
0	Microsoft Compression Client Pack 1.0 for Windows XP	1	Not Defined	2014 Jul 22	0 KB
Ø	Microsoft Base Smart Card Cryptographic Service Provider Package		Not Defined	2017 Oct 09	0 KE
0	Microsoft User-Mode Driver Framework Feature Pack 1.0		Not Defined	2014 Jul 22	0 KE

October 9, 2017

QC2



Identification **Software Summary** Client TecAirInc **Operating System** Location Munster Computer QC2 **Apps Installed** 89 Nickname QC2 Unclassified Apps 1 Domain **Blacklisted Apps** 2 tec-air Local IP Address 10.10.2.74 **Total App Size** 6.94 GB

Windows 7 Professional x64 Service Pack 1

Applica	ation Name	Version	File Location	Installed	Size
😧 PC	Power Speed 2.1.0.4	2.1.0.4	C:\Program Files (x86)\PCPowerSpeed	2014 Jun 24	13 MB
😧 On	nline Vault		C:\Program Files (x86)\OnlineVault	2014 Jun 24	8 MB
🕑 Aut	todesk Inventor 2015 - English	19.0.15900.00 00	C:\Program Files\Autodesk\Inventor 2015	2017 Feb 03	3.07 GB
Ace	er Backup Manager	3.0.2.105	C:\Program Files (x86)\NTI\Acer Backup Manager	2014 Mar 07	352 MB
🕑 Mio	crosoft Silverlight	5.1.50907.0	c:\Program Files\Microsoft Silverlight	2017 Jun 27	349 MB
😧 Ent	terpriselQ CR 11 Components	11.5.3300	C:\Program Files (x86)\IQMS\IQWIN32	2014 Mar 14	289 MB
· ·	todesk Material Library Low Resolution age Library 2015	5.2.9.100	C:\Program Files (x86)\Common Files\Autodesk Shared\Materials	2017 Feb 03	246 MB
	P Crystal Reports runtime engine for .NET amework 4 (64-bit)	13.0.4.705	Not Defined	2014 Mar 31	207 MB
· ·	P Crystal Reports runtime engine for .NET amework 4 (32-bit)	13.0.4.705	Not Defined	2014 Mar 31	195 MB
🕑 Add	lobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 14	195 MB
🕑 Fox	xit Reader	8.0.0.624	C:\Program Files (x86)\Foxit Software\Foxit Reader	2016 Jun 28	179 MB
😧 Ent	terpriseIQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2014 Mar 31	170 MB
🧿 Go	oogle Earth Pro	7.3.0.3832	Not Defined	2017 Aug 23	155 MB
🕑 Aut	todesk Desktop App	6.2.0.174	C:\Program Files (x86)\Autodesk\Autodesk Desktop App	2017 Feb 21	150 MB
😧 ESE	ET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 MB
🥑 Jav	va 7 Update 79	7.0.790	C:\Program Files (x86)\Java\jre7	2015 Apr 15	121 MB
🕑 Jav	va 7 Update 79 (64-bit)	7.0.790	C:\Program Files\Java\jre7	2015 Apr 15	119 MB
🕑 Jav	va 8 Update 101 (64-bit)	8.0.1010.13	C:\Program Files\Java\jre1.8.0_101	2016 Jul 20	106 MB
🕢 Aut	todesk Material Library 2015	5.2.9.100	C:\Program Files (x86)\Common Files\Autodesk Shared\Materials	2017 Feb 03	97 MB
🕑 Jav	va 8 Update 101	8.0.1010.13	C:\Program Files (x86)\Java\jre1.8.0_101	2016 Jul 20	93 MB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 87 of 253

Software List



Application Name	Version	File Location	Installed	Size
Mozilla Firefox 47.0.1 (x86 en-US)	47.0.1	C:\Program Files (x86)\Mozilla Firefox	2014 Sep 16	92 MB
Google Earth Plug-in	7.1.5.1557	Not Defined	2015 Sep 22	83 MB
SketchUp Import	1.2.0	C:\ProgramData\Autodesk\ApplicationPlugins	2017 Feb 03	78 MB
Intel(R) Processor Graphics	8.15.10.2598	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2014 Mar 07	74 MB
Autodesk Material Library Base Resolution Image Library 2015	5.2.9.100	C:\Program Files (x86)\Common Files\Autodesk Shared\Materials	2017 Feb 03	72 MB
Google Chrome	66.173.49234	Not Defined	2016 Jul 21	51 MB
Microsoft .NET Framework 4.5.1	4.5.50938	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.5.50938	2014 Apr 19	39 MB
Autodesk Workflows 2015	5.2.11.100	Not Defined	2017 Feb 03	25 MB
Configurator 360 addin	19.0.11300.90 00	C:\ProgramData\Autodesk\ApplicationPlugins	2017 Feb 03	22 MB
Microsoft Visual C++ 2012 Redistributable (x64) - 11.0.61030	11.0.61030.0	C:\ProgramData\Package Cache\{ca67548a- 5ebe-413a-b50c-4b9ceb6d66c6}	2017 Feb 03	21 MB
Intel(R) Management Engine Components	8.0.4.1441	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2014 Mar 07	20 MB
IQMS_PDF_Printer (novaPDF 7.3 printer)		C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2014 Mar 31	19 ME
Adobe Flash Player 22 NPAPI	22.0.0.209	Not Defined	2017 Oct 09	19 ME
Adobe Flash Player 22 ActiveX	22.0.0.210	Not Defined	2017 Oct 09	19 ME
Intel(R) USB 3.0 eXtensible Host Controller Driver	1.0.3.214	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2014 Mar 07	18 ME
 Microsoft Visual C++ 2012 Redistributable (x86) - 11.0.61030 	11.0.61030.0	C:\ProgramData\Package Cache\{33d1fd90- 4274-48a1-9bc1-97e33d9c2d6f}	2017 Feb 03	17 ME
Skype™ 5.5	5.5.117	C:\Program Files (x86)\Skype	2012 Oct 22	17 ME
Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2014 Mar 07	14 ME
 Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219 	10.0.40219	Not Defined	2014 Mar 07	11 ME
Microsoft Office File Validation Add-In	14.0.5130.500 3	Not Defined	2016 Jun 23	11 ME
Intel [®] Trusted Connect Service Client	1.23.605.1	Not Defined	2014 Mar 07	11 ME
Autodesk BIM 360 Glue AutoCAD 2015 Add -in 64 bit	3.32.3004	Not Defined	2017 Feb 03	6 ME
CabTechAD	1.0.0	Not Defined	2014 Mar 07	5 ME
Mockup 360 Addin 2015	1.1.0	C:\ProgramData\Autodesk\ApplicationPlugins	2017 Feb 03	5 ME
Autodesk Featured Apps	1.2.0	C:\ProgramData\Autodesk\ApplicationPlugins	2017 Feb 03	4 ME
😥 Autodesk App Manager	1.2.0	C:\ProgramData\Autodesk\ApplicationPlugins	2017 Feb 03	4 ME
Autodesk AutoCAD Performance Feedback Tool Version 1.2.2	1.2.2.0	Not Defined	2017 Feb 03	3 Me
Microsoft Visual C++ 2005 Redistributable	8.0.56336	Not Defined	2017 Feb 03	3 MB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 88 of 253



Ар	blication Name	Version	File Location	Installed	Size
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.59193	Not Defined	2017 Feb 03	3 MB
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
Ø	Microsoft SQL Server 2005 Compact Edition [ENU]	3.1.0000	C:\Program Files (x86)\Microsoft SQL Server Compact Edition	2012 Oct 22	2 MB
\bigcirc	Broadcom Gigabit Integrated Controller	15.4.5.1	C:\Program Files\Broadcom	2014 Mar 07	2 MB
\overline{O}	Intel(R) Control Center	1.2.1.1007	C:\Program Files (x86)\Intel\Intel Control Center	2014 Mar 07	1 MB
\bigcirc	MSXML 4.0 SP2 (KB973688)	4.20.9876.0	Not Defined	2017 Feb 09	1 MB
\bigcirc	MSXML 4.0 SP2 (KB954430)	4.20.9870.0	Not Defined	2017 Feb 09	1 MB
\bigcirc	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.6161	9.0.30729.616 1	Not Defined	2017 Feb 03	788 KB
\bigcirc	Autodesk Inventor Content Center Libraries 2015 (Desktop Content)	19.0.15900.00 00	Not Defined	2017 Feb 03	686 KB
Ø	Microsoft Visual C++ 2005 Redistributable (x64)	8.0.59192	Not Defined	2017 Feb 03	610 KB
0	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	1		2014 Dec 02	600 KB
0	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17		Not Defined	2012 Oct 22	596 KB
0	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.4148	8		2012 Oct 22	592 KB
Ø	Microsoft Visual C++ 2005 Redistributable (x64)	8.0.61000	Not Defined	2017 Feb 09	572 KB
Ø	Mozilla Maintenance Service	47.0.1	C:\Program Files (x86)\Mozilla Maintenance Service	2014 Sep 16	375 KB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2014 Dec 02	300 KB
Ø	Citrix Online Launcher	1.0.183	Not Defined	2014 May 28	286 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.4148	9.0.30729.414 8	Not Defined	2017 Feb 03	236 KB
Ø	Adobe AIR	15.0.0.249	c:\Program Files (x86)\Common Files\Adobe AIR	2014 Mar 14	1 KB
\bigcirc	Acer Updater	1.02.3501	C:\Program Files\Acer\Acer Updater	2012 Oct 22	1 KB
Ø	Microsoft Visual C++ 2012 Redistributable (x86) - 11.0.60610	11.0.60610.1	C:\ProgramData\Package Cache\{95716cce-fc71 -413f-8ad5-56c2892d4b3a}	2017 Feb 03	1 KB
Ø	Autodesk Design Review 2013	13.0.0.82	C:\Program Files (x86)\Autodesk\Autodesk Design Review 2013	2017 Feb 03	1 KB
\bigcirc	Realtek High Definition Audio Driver	6.0.1.6521	C:\Program Files\Realtek\Audio\HDA	2014 Mar 07	1 KB
Ø	Microsoft Office Enterprise 2007	12.0.6612.100 0	C:\Program Files (x86)\Microsoft Office	2014 Mar 07	1 KB
\bigcirc	Autodesk AutoCAD Raster Design 2015	20.0.51.0	C:\Program Files\Autodesk\AutoCAD Raster Design 2015	2017 Feb 03	1 KB
Ø	Autodesk Product Design Suite 2015	4.0.103.001	C:\Program Files\Autodesk\Product Design Suite 2015	2017 Feb 03	1 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 89 of 253

Software List



Ар	olication Name	Version	File Location	Installed	Size
\bigcirc	Intel(R) OpenCL CPU Runtime		C:\Program Files (x86)\Intel\OpenCL SDK\1.5	2014 Mar 07	1 KB
\bigcirc	Autodesk DWG TrueView 2015 - English	20.0.51.0	C:\Program Files\Autodesk\DWG TrueView 2015 - English	2017 Feb 03	1 KB
0	Acer eRecovery Management	5.01.3503	C:\Program Files\Acer\Acer eRecovery Management	2014 Mar 07	1 KB
0	Windows Live Essentials	15.4.3538.051 3	C:\Program Files (x86)\Windows Live	2012 Oct 22	1 KB
Ø	Welcome Center	1.02.3507	C:\Program Files (x86)\Acer\Welcome Center	2012 Oct 22	1 KB
Ø	Acer Framework	3.00.5500	C:\Program Files\Acer\Empowering Technology	2012 Oct 22	1 KB
\bigcirc	Autodesk Content Service	3.2.0.0	C:\Program Files (x86)\Autodesk\Content Service	2017 Feb 03	1 KB
0	Autodesk AutoCAD Mechanical 2015 - English	19.0.48.0	C:\Program Files\Autodesk\AutoCAD 2015	2017 Feb 03	1 KB
0	Autodesk Revit Interoperability for Inventor 2015	15.0.207.0	C:\Program Files\Common Files\Autodesk Shared\Revit Interoperability for Inventor 2015	2017 Feb 03	1 KB
Ø	TeamViewer 8	8.0.20202	C:\Program Files (x86)\TeamViewer\Version8	2014 Mar 14	1 KB
\bigcirc	Acer Registration	1.04.3506	C:\Program Files (x86)\Acer\Registration	2012 Oct 22	1 KB
Ø	GoToMeeting 8.14.0.7716	8.14.0.7716	Not Defined	2017 Oct 09	0 KB
Ø	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KB
Û	Microsoft Access 2016 - en-us	16.0.8431.207 9	C:\Program Files (x86)\Microsoft Office	2014 Mar 07	1 KB

October 9, 2017

SALEST440-1



Client	TecAirInc
Location	Munster
Computer	SALEST440-1
Nickname	SALEST440-1
Domain	tec-air
Local IP Address	192.168.1.70

Software Summary

Operating System		1
Apps Installed	191	
Unclassified Apps	0	
Blacklisted Apps	0	
Total App Size	12.41 GB	

Windows 7 Professional x64 Service Pack 1

Ар	plication Name	Version	File Location	Installed	Size
\bigcirc	Autodesk Inventor 2015 - English	19.0.15900.00 00	C:\Program Files\Autodesk\Inventor 2015	2015 May 14	3.07 GB
0	Autodesk DirectConnect 2015 64-bit	9.0.56.4	C:\Program Files\Common Files\Autodesk Shared\DirectConnect2015 (64-bit)	2015 May 14	1.06 GB
Ø	Autodesk Material Library Medium Resolution Image	5.2.9.100	C:\Program Files (x86)\Common Files\Autodesk Shared\Materials	2015 May 14	741 ME
\bigcirc	Nitro Pro 9	9.0.6.20	Not Defined	2014 Jun 28	526 MB
\bigcirc	Actify SpinFire 10.8	11.0.1826.3	C:\Program Files (x86)\Actify\SpinFire\10.0	2014 Dec 03	481 MB
Ø	Autodesk 360	5.2.3.1000	Not Defined	2015 May 15	466 MB
Ø	Autodesk ReCap	1.3.1.39	C:\Program Files\Autodesk\Autodesk ReCap	2015 May 14	444 MB
\bigcirc	Microsoft Silverlight	5.1.50907.0	c:\Program Files\Microsoft Silverlight	2017 Jul 07	398 MB
0	Intel? PROSet/Wireless Software	16.8.0	C:\ProgramData\Package Cache\{6e8d4676- a513-4f5b-9b52-6deb7bdc94f0}	2014 Jun 29	379 ME
0	Autodesk Material Library Low Resolution Image Lib	5.2.9.100	C:\Program Files (x86)\Common Files\Autodesk Shared\Materials	2015 May 14	246 ME
0	Foxit PhantomPDF Business	7.3.4.311	C:\Program Files (x86)\Foxit Software\Foxit PhantomPDF	2016 Apr 07	239 ME
\bigcirc	iTunes	12.3.3.17	C:\Program Files\iTunes	2016 Mar 28	216 ME
0	HP Officejet 4630 series Basic Device Software	32.3.198.4967 3	Not Defined	2015 Sep 23	208 ME
Ø	SAP Crystal Reports runtime engine for .NET Framew	13.0.4.705	Not Defined	2014 Sep 12	207 ME
0	SAP Crystal Reports runtime engine for .NET Framew	13.0.4.705	Not Defined	2014 Sep 12	195 ME
Ø	Adobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 13	195 ME
0	Foxit Reader	8.0.0.624	C:\Program Files (x86)\Foxit Software\Foxit Reader	2016 Jun 28	179 ME
Ø	EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2014 Sep 12	173 ME
Ø	ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 06	137 ME



Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 91 of 253

Software List



Application Name	Version	File Location	Installed	Size
Apple Application Support (64-bit)	4.3	C:\Program Files\Common Files\Apple\Apple Application Support	2016 Mar 28	131 ME
🤣 Java 7 Update 79	7.0.790	C:\Program Files (x86)\Java\jre7	2015 Apr 15	121 ME
iCloud	5.1.0.34	C:\Program Files (x86)\Common Files\Apple\Internet Services	2015 Dec 15	120 ME
Java 7 Update 79 (64-bit)	7.0.790	C:\Program Files\Java\jre7	2015 Apr 15	119 ME
Apple Application Support (32-bit)	4.3	C:\Program Files (x86)\Common Files\Apple\Apple Application Support	2016 Mar 28	117 ME
🤣 Java 8 Update 101 (64-bit)	8.0.1010.13	C:\Program Files\Java\jre1.8.0_101	2016 Jul 20	106 ME
Actify SpinFire 10.8 Reader	11.0.1826.3	C:\Program Files (x86)\Actify\SpinFire\10.0	2014 Sep 12	101 ME
Lenovo Fingerprint Manager Pro	8.01.35(x64)	C:\Program Files (x86)\InstallShield Installation Information\{314FAD12-F785-4471-BCE8- AB506642B9A1}	2015 Jan 25	99 ME
Autodesk Material Library 2015	5.2.9.100	C:\Program Files (x86)\Common Files\Autodesk Shared\Materials	2015 May 14	97 ME
🤣 Java 8 Update 144	8.0.1440.1	C:\Program Files (x86)\Java\jre1.8.0_144	2017 Sep 21	95 ME
🤣 Java 8 Update 101	8.0.1010.13	C:\Program Files (x86)\Java\jre1.8.0_101	2016 Jul 20	93 ME
Ø Mozilla Firefox 47.0.1 (x86 en-US)	47.0.1	C:\Program Files (x86)\Mozilla Firefox	2014 Sep 16	92 ME
😥 Intel(R) WiDi	4.2.24.0	C:\Program Files\Intel Corporation\Intel WiDi	2014 Jun 28	84 ME
Autodesk Application Manager	4.0.69.0	C:\Program Files (x86)\Common Files\Autodesk Shared\AppManager\R1	2015 May 14	78 ME
SketchUp Import	1.2.0	C:\ProgramData\Autodesk\ApplicationPlugins	2015 May 14	78 ME
Intel(R) Processor Graphics	10.18.10.3412	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2014 Jun 29	74 ME
Autodesk Material Library Base Resolution Image Li	5.2.9.100	C:\Program Files (x86)\Common Files\Autodesk Shared\Materials	2015 May 14	72 ME
QuickTime 7	7.79.80.95	C:\Program Files (x86)\QuickTime	2016 Jan 12	69 ME
Intel(R) PROSet/Wireless Software for Bluetooth(R)	3.1.1311.0402	C:\Program Files (x86)\Intel\Bluetooth	2014 Jun 28	59 ME
🕑 Lenovo Reach	1.1.3.7	C:\Program Files (x86)\Lenovo\Lenovo Reach	2014 Jun 28	57 ME
Microsoft Visio Viewer 2013	15.0.4569.150 6	Not Defined	2016 Dec 16	55 ME
Google Chrome	52.0.2743.82	Not Defined	2016 Jul 21	51 ME
Skype? 7.7	7.7.103	C:\Program Files (x86)\Skype	2015 Aug 06	50 ME
ThinkPad UltraNav Driver	18.0.7.34	C:\Program Files\Synaptics\SynTP	2014 Jun 29	46 ME
Actify AutoCad for SpinFire 10	11.0.1845.2	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2014 Dec 03	44 ME
Ø Microsoft .NET Framework 4.5.1	4.5.50938	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.5.50938	2014 Sep 12	39 ME
Lenovo Solution Center	2.8.005.00	C:\Program Files\Lenovo\Lenovo Solution Center	2015 Nov 01	38 M
Epson Event Manager	3.10.0042	Not Defined	2015 Oct 30	38 ME

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 92 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
\bigcirc	Actify CatiaV5 for SpinFire 10	11.0.1845.2	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2014 Dec 03	36 MB
\bigcirc	Skype Meetings App	16.2.0.194	C:\Users\krupprecht\AppData\Local\Microsoft\ SkypeForBusinessPlugin\16.2.0.194	2017 May 30	32 MB
\bigcirc	Multifactor Authentication Client	1.3.2.3008	Not Defined	2014 Nov 03	31 MB
\bigcirc	Intel(R) Smart Connect Technology	4.2.41.2710	Not Defined	2014 Jun 28	31 MB
0	Apple Mobile Device Support	9.3.0.15	C:\Program Files\Common Files\Apple\Mobile Device Support	2016 Mar 28	29 MB
$\overline{\bigcirc}$	DisplayLink Core Software	7.4.51572.0	C:\Program Files\DisplayLink Core Software	2014 Jun 28	26 MB
\bigcirc	Autodesk Workflows 2015	5.2.11.100	Not Defined	2015 May 14	25 MB
0	Microsoft Lync Web App Plug-in	15.8.8308.866	C:\Users\mschwab\AppData\Local\Microsoft\L WAPlugin\x86\15.8	2015 Jul 31	23 MB
Ø	Skype for Business Web App Plug-in	15.8.20020.40 0	C:\Users\krupprecht\AppData\Local\Microsoft\ SkypeForBusinessPlugin\15.8.20020.400	2017 Jan 18	23 MB
\bigcirc	Intel(R) Update Manager	3.4.1942	Not Defined	2016 Oct 10	23 MB
0	Lenovo Communications Utility	3.1.9.0	C:\Program Files\Lenovo\Communications Utility	2014 Jun 28	22 MB
\bigcirc	Configurator 360 addin	19.0.11300.90 00	C:\ProgramData\Autodesk\ApplicationPlugins	2015 May 14	22 MB
Ø	Actify SolidEdge for SpinFire 10	11.0.1845.2	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2014 Dec 03	22 MB
\bigcirc	FileZilla Client 3.12.0.2	3.12.0.2	C:\Program Files (x86)\FileZilla FTP Client	2015 Jul 17	22 MB
0	Microsoft Visual C++ 2012 Redistributable (x64) -	11.0.61030.0	C:\ProgramData\Package Cache\{ca67548a- 5ebe-413a-b50c-4b9ceb6d66c6}	2015 May 14	21 MB
Ø	Intel(R) Management Engine Components	9.5.22.1760	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2014 Jun 29	20 MB
\bigcirc	IQMS_PDF_Printer (novaPDF 7.3 printer)		C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2014 Sep 12	19 MB
\bigcirc	Adobe Flash Player 22 NPAPI	22.0.0.209	Not Defined	2017 Oct 08	19 MB
\bigcirc	Adobe Flash Player 22 ActiveX	22.0.0.210	Not Defined	2017 Oct 08	19 MB
Ø	Intel(R) USB 3.0 eXtensible Host Controller Driver	2.5.1.28	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2014 Jun 29	18 MB
\bigcirc	Microsoft Visual C++ 2012 Redistributable (x86) -	11.0.61030.0	C:\ProgramData\Package Cache\{33d1fd90- 4274-48a1-9bc1-97e33d9c2d6f}	2015 Feb 19	17 MB
Ø	Actify NX for SpinFire 10	11.0.1845.2	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2014 Dec 03	17 MB
Ø	Lenovo System Update	5.06.0016	C:\Program Files (x86)\Lenovo\System Update	2014 Sep 12	16 MB
0	Actify SAT for SpinFire 10	11.0.1845.2	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2014 Dec 03	16 MB
0	Microsoft Visual C++ 2010 x64 Redistributable - 1	10.0.40219	Not Defined	2015 Feb 13	14 MB
\bigcirc	EpsonNet Print	3.1.2.0	Not Defined	2015 Oct 30	12 MB
Ø	Dolby Advanced Audio v2	7.2.8000.17	C:\Program Files (x86)\Dolby Advanced Audio v2	2014 Jun 28	12 MB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 93 of 253

Software List



Ар	plication Name	Version	File Location	Installed	Size
\bigcirc	USB Enhanced Performance Keyboard	2.0.1.9	C:\Program Files\Lenovo\USB Enhanced Performance Keyboard	2014 Jun 28	12 MB
0	Microsoft Visual C++ 2010 x86 Redistributable - 1	10.0.40219	Not Defined	2015 Feb 13	11 MB
0	Actify Iges for SpinFire 10	11.0.1845.2	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2014 Dec 03	11 MB
\bigcirc	Lenovo QuickControl	2.10	C:\Program Files (x86)\Lenovo\QuickControl	2014 Jun 28	11 MB
0	Actify Rhino3D for SpinFire 10	11.0.1845.2	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2014 Dec 03	11 MB
\bigcirc	Software Updater	4.3.7	Not Defined	2015 Mar 18	10 MB
\bigcirc	Lenovo Peer Connect SDK	1.0.0.4	C:\Program Files\Lenovo\Lenovo Peer Connect	2014 Jun 28	10 MB
\bigcirc	Epson E-Web Print	1.22.0000	Not Defined	2015 Mar 18	9 MB
Ø	ThinkVantage Active Protection System	1.78.0.11	C:\Program Files (x86)	2014 Jun 28	9 MB
0	Epson Connect Printer Setup	1.3.0	C:\Program Files (x86)\Epson Software\ECPrinterSetup	2015 Mar 18	8 MB
\bigcirc	Create Recovery Media	1.20.0.00	C:\Program Files (x86)\Lenovo\Factory Recovery	2014 Jun 28	8 MB
Ø	Lenovo QuickDisplay	1.2.6.0	C:\Program Files\Lenovo\QuickDisplay	2014 Jun 28	8 MB
Ø	LabTechAD	1.0.0	Not Defined	2014 Sep 12	7 MB
Ø	Actify SolidWorks for SpinFire 10	11.0.1845.2	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2014 Dec 03	7 MB
\bigcirc	Synaptics WBF DDK 5011	4.5.278.0	C:\Program Files\Synaptics	2015 Jan 25	7 MB
Ø	Integrated Camera	3.4.7.26	C:\Program Files (x86)\Integrated Camera	2014 Jun 29	7 MB
Ø	Actify CatiaV4 for SpinFire 10	11.0.1845.2	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2014 Dec 03	7 MB
0	Autodesk BIM 360 Glue AutoCAD 2015 Add -in 64 bit	3.32.3004	Not Defined	2015 May 14	6 MB
Ø	Mockup 360 Addin 2015	1.1.0	C:\ProgramData\Autodesk\ApplicationPlugins	2015 May 14	5 MB
\bigcirc	7-Zip 16.02 (x64)	16.02	C:\Program Files\7-Zip	2016 Jun 06	5 MB
Ø	Autodesk Featured Apps	1.2.0	C:\ProgramData\Autodesk\ApplicationPlugins	2015 May 14	4 MB
Ø	Autodesk App Manager	1.2.0	C:\ProgramData\Autodesk\ApplicationPlugins	2015 May 14	4 MB
\bigcirc	Lenovo Registration	1.0.3	C:\Program Files (x86)\Lenovo Registration	2014 Jun 28	4 MB
Ø	Epson Customer Research Participation	1.80.0000	Not Defined	2015 Oct 30	3 MB
Ø	Actify PDF Importer for SpinFire 10	11.0.1845.2	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2014 Dec 03	3 MB
Ø	Autodesk AutoCAD Performance Feedback Tool Version	1.2.2.0	Not Defined	2015 May 14	3 MB
0	Actify Weight Calculator for SpinFire 10.0	11.0.1721.3	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel	2014 Dec 03	3 MB
Ø	Apple Software Update	2.2.0.150	C:\Program Files (x86)\Apple Software Update	2016 Mar 16	3 MB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.56336	Not Defined	2015 May 14	3 MB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 94 of 253

Software List



Арр	blication Name	Version	File Location	Installed	Size
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.59193	Not Defined	2015 May 14	3 MB
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.	9.0.21022	Not Defined	2014 Dec 03	3 MB
Ø	Message Center Plus	3.3.0004.00	C:\Program Files (x86)\Lenovo\Message Center Plus	2014 Sep 29	3 MB
\bigcirc	Lenovo Warranty Information	1.0.0011.00	C:\Program Files (x86)\Lenovo\Warranty Viewer	2014 Jun 28	2 MB
\bigcirc	Actify CGM for SpinFire 10	11.0.1845.2	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2014 Dec 03	2 MB
Ø	Actify Automated Excel for SpinFire 10.0	11.0.1731.1	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel	2014 Dec 03	2 MB
\bigcirc	Bonjour	3.1.0.1	C:\Program Files (x86)\Bonjour	2015 Nov 18	2 MB
\bigcirc	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 03	2 MB
Ø	EPSON Printer Finder	1.0.0	C:\Program Files (x86)\Epson Software\EPSON Printer Finder	2015 Mar 18	2 MB
\bigcirc	MSXML 4.0 SP2 (KB973688)	4.20.9876.0	Not Defined	2015 May 14	1 MB
\bigcirc	MSXML 4.0 SP2 (KB954430)	4.20.9870.0	Not Defined	2015 May 14	1 MB
\overline{O}	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB
Ø	Actify Exploded Assembly for SpinFire 10.0	11.0.1731.1	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel	2014 Dec 03	986 KB
\bigcirc	Microsoft WSE 3.0 Runtime	3.0.5305.0	C:\Program Files (x86)\Microsoft WSE\v3.0	2015 May 14	942 KB
\bigcirc	Intel(R) Network Connections Drivers	19.0	C:\Windows\system32	2009 Jul 14	916 KB
Ø	Actify Minimum Distance for SpinFire 10	11.0.1731.1	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel	2014 Dec 03	830 KB
Ø	Actify Automatic Parts Labeling for SpinFire 10.0	11.0.1731.1	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel	2014 Dec 03	830 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.	9.0.30729.616 1	Not Defined	2015 Feb 19	786 KB
\bigcirc	Microsoft Visual C++ 2005 Redistributable (x64)	8.0.56336	Not Defined	2015 May 14	702 KB
\bigcirc	Autodesk Inventor Content Center Libraries 2015 (D	19.0.15900.00 00	Not Defined	2015 May 14	686 KB
Ø	Microsoft Visual C++ 2005 Redistributable (x64)	8.0.59192	Not Defined	2015 May 14	610 KB
$\overline{\bigcirc}$	Lenovo User Guide	1.0.0009.00	C:\ProgramData\Lenovo\userguides\viewer	2014 Jun 28	606 KB
0	Microsoft Visual C++ 2008 Redistributable - x86 9.	9.0.30729.616 1	Not Defined	2014 Sep 29	598 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.	9.0.30729	Not Defined	2014 Jun 28	596 KB
Ø	Microsoft Visual C++ 2005 Redistributable (x64)	8.0.61000	Not Defined	2017 Jan 20	570 KB
Ø	Actify ProE for SpinFire 10	11.0.1845.2	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2014 Dec 03	426 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 95 of 253

Software List



Ар	plication Name	Version	File Location	Installed	Size
0	Actify Inventor for SpinFire 10	11.0.1845.2	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2014 Dec 03	420 KE
0	Actify Parasolid for SpinFire 10	11.0.1845.2	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2014 Dec 03	416 KE
0	Actify Ideas for SpinFire 10	11.0.1845.2	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2014 Dec 03	414 KE
0	Actify JT for SpinFire 10	11.0.1845.2	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2014 Dec 03	412 KE
0	Actify PRC for SpinFire 10	11.0.1845.2	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2014 Dec 03	410 KE
Ø	Actify Step for SpinFire 10	11.0.1845.2	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2014 Dec 03	410 KI
Ø	Mozilla Maintenance Service	47.0.1	C:\Program Files (x86)\Mozilla Maintenance Service	2014 Sep 16	375 KI
0	Actify Draft Angle Analysis for SpinFire 10.0	11.0.1731.1	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel	2014 Dec 03	338 KI
0	Actify Parts List Generator for SpinFire 10.0	11.0.1731.1	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel	2014 Dec 03	334 KI
Ø	Citrix Online Launcher	1.0.335	Not Defined	2015 Jul 14	302 KI
Ø	Citrix Online Launcher	1.0.357	Not Defined	2015 Sep 24	302 KI
0	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2014 Sep 29	298 K
0	Citrix Online Launcher	1.0.408	Not Defined	2016 Jun 29	296 KI
0	Microsoft Visual C++ 2008 Redistributable - x64 9.	9.0.30729.414 8	Not Defined	2015 May 14	240 KE
0	Microsoft Visual C++ 2008 Redistributable - x86 9.	9.0.30729.414 8	Not Defined	2015 May 14	232 KI
0	Microsoft Visual C++ 2008 Redistributable - x86 9.	9.0.30729	Not Defined	2015 Mar 18	230 KI
0	Actify HPGL for SpinFire 10	11.0.1845.2	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2014 Dec 03	158 KI
0	Actify STL for SpinFire 10	11.0.1845.2	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2014 Dec 03	120 KI
0	Actify XSection Plus for SpinFire 10.0	11.0.1731.1	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel	2014 Dec 03	99 KI
0	Actify Model Compare 2 for SpinFire 10.0	11.0.1731.1	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel	2014 Dec 03	85 KI
0	Actify Tiff for SpinFire 10	11.0.1845.2	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2014 Dec 03	36 KI
0	Actify STL Export for SpinFire 10.0	11.0.1731.1	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel	2014 Dec 03	22 KI
Ø	Lenovo USB Graphics	7.4.51587.0	C:\Program Files\Lenovo USB Graphics	2014 Jun 28	22 KI
Ø	Power Manager	6.62.5	C:\Program Files (x86)\ThinkPad\Utilities	2014 Jun 29	1 KI
0	Adobe AIR	20.0.0.260	c:\Program Files (x86)\Common Files\Adobe AIR	2014 Jun 29	1 KI
\bigcirc	On Screen Display	8.26.00	C:\Program Files\Lenovo\HOTKEY	2014 Jun 29	1 KE

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 96 of 253

Software List



Ap	olication Name	Version	File Location	Installed	Size
Ø	Realtek Card Reader	6.2.9200.2123 6	C:\Program Files (x86)\Realtek\Realtek Card Reader	2014 Jun 28	1 KE
0	Epson FAX Utility	1.53.00	C:\Program Files (x86)\Epson Software\FAX Utility	2015 Oct 30	1 KE
Ø	Autodesk Content Service	3.2.0.0	C:\Program Files (x86)\Autodesk\Content Service	2015 May 14	1 KE
Ø	Autodesk Vault Basic 2015 (Client)	19.0.49.0	C:\Program Files\Autodesk\Vault Basic 2015	2015 May 14	1 KE
Ø	Autodesk Revit Interoperability for Showcase 2015	15.0.207.0	C:\Program Files\Autodesk\Showcase 2015	2015 May 14	1 KE
0	Seagate Dashboard	1.1.0.1554	C:\Program Files (x86)\Seagate\Seagate Dashboard	2014 Oct 22	1 KE
Ø	Autodesk DWG TrueView 2015 - English	20.0.51.0	C:\Program Files\Autodesk\DWG TrueView 2015 - English	2015 May 14	1 KE
Ø	Registry Patch to Enable Maximum Power Saving on W	1.00	C:\Program Files\Lenovo\EnablePS	2014 Jun 29	1 KE
\bigcirc	Lenovo SHAREit	1.0.11.0	C:\Program Files (x86)\lenovo\SHAREit	2014 Jun 28	1 KE
Ø	Autodesk AutoCAD 2015 - English	20.0.51.0	C:\Program Files\Autodesk\AutoCAD 2015	2015 May 14	1 KE
Ø	Microsoft Visual Studio 2010 Tools for Office Runt	10.0.50903	c:\Program Files\Common Files\Microsoft Shared\VSTO\10.0	2015 Feb 13	1 KE
0	Autodesk Product Design Suite 2015	4.0.103.001	C:\Program Files\Autodesk\Product Design Suite 2015	2015 May 14	1 KE
Ø	Autodesk Showcase 2015 64-bit	9.0.0.10179	C:\Program Files\Autodesk\Showcase 2015	2015 May 14	1 KE
Ø	Autodesk Revit Interoperability for Inventor 2015	15.0.207.0	C:\Program Files\Common Files\Autodesk Shared\Revit Interoperability for Inventor 2015	2015 May 14	1 KE
0	Autodesk Design Review 2013	13.0.0.82	C:\Program Files (x86)\Autodesk\Autodesk Design Review 2013	2015 May 14	1 KE
Ø	EPSON Scan		C:\Program Files (x86)\epson\escndv\setup	2014 Oct 09	1 KI
Ø	Disable AMT Profile Synchronization Pop-up for Win	1.00	C:\Program Files\Lenovo\DisableAMTPopup	2014 Jun 29	1 KI
Ø	Lenovo USB3.0 to DVI VGA Monitor Adapter	1.07.15	C:\Program Files (x86)\Lenovo\USB3.0 DVI Adapter	2014 Jun 28	1 KE
Ø	Realtek High Definition Audio Driver	6.0.1.7127	C:\Program Files\Realtek\Audio\HDA	2014 Jun 28	1 KI
Ø	Microsoft Project 98		C:\Program Files (x86)\Microsoft Office\Office\Setup	2014 Sep 12	1 KE
0	Microsoft Office Home and Business 2013 - en-us	15.0.4963.100 2	C:\Program Files\Microsoft Office 15	2014 Sep 12	1 KE
Ø	Autodesk AutoCAD Mechanical 2015 - English	19.0.48.0	C:\Program Files\Autodesk\AutoCAD 2015	2015 May 14	1 KE
0	Thinkpad USB 3.0 Ethernet Adapter Driver	7.4.911.2013	C:\Program Files (x86)\Lenovo\Thinkpad USB 3.0 Ethernet Adapter Driver	2014 Jun 28	1 KI
Ø	GoToMeeting 8.14.0.7716	8.14.0.7716	C:\Program Files (x86)\GoToMeeting\7716	2017 Oct 05	1 KI
0	Lenovo Auto Scroll Utility	2.11	C:\Program Files\Lenovo\VIRTSCRL	2014 Jun 29	1 KI
Ø	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 26	0 KI
Ø	Epson PC-FAX Driver		Not Defined	2017 Oct 08	0 KE



Арр	lication Name	Version	File Location	Installed	Size
\bigcirc	Windows Driver Package - Intel Corporation (iaStor	11/15/2013 12.8.10.1005	Not Defined	2017 Oct 08	0 KB
Ø	Windows Driver Package - Lenovo 1.67.04.04 (11/07/	11/07/2013 1.67.04.04	Not Defined	2017 Oct 08	0 KB
\bigcirc	EPSON WF-3620 Series Printer Uninstall		Not Defined	2017 Oct 08	0 KB
\bigcirc	Cisco WebEx Meetings		Not Defined	2017 Oct 08	0 KB
\odot	Lenovo Power Management Driver	1.67.04.05	Not Defined	2017 Oct 08	0 KB
$\overline{\bigcirc}$	Windows Driver Package - Synaptics (SmbDrv) System	02/25/2014 18.0.7.34	Not Defined	2017 Oct 08	0 KB
\bigcirc	Windows Driver Package - Intel (e1dexpress) Net (07/12/2013 12.8.33.9427	Not Defined	2017 Oct 08	0 KB
\bigcirc	EPSON WF-3540 Series Printer Uninstall		Not Defined	2017 Oct 08	0 KB
Ø	Windows Driver Package - Synaptics (SynTP) Mouse	02/25/2014 18.0.7.34	Not Defined	2017 Oct 08	0 KB

October 9, 2017

TA2485



Client	TecAirInc
Location	Munster
Computer	TA2485
Nickname	TA2485
Domain	tec-air
Local IP Address	10.10.2.92

Software Summary

Operating System	
Apps Installed	75
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	3.94 GB

Windows 7 Professional x64 Service Pack 1

MPACT

App	lication Name	Version	File Location	Installed	Size
0	Adobe Acrobat Reader DC MUI	15.010.20060	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2017 Jul 07	534 MB
\bigcirc	Microsoft Office Visio Professional 2003	11.0.3216.561 4	Not Defined	2017 Jul 25	428 MB
\overline{O}	Intel [®] PROSet/Wireless Software	19.60.0	C:\ProgramData\Package Cache\{03929cf1- 3ae4-4765-b8b3-32b8e2e26a8d}	2017 Jul 21	381 MB
\bigcirc	Foxit PhantomPDF Standard	7.3.4.311	C:\Program Files (x86)\Foxit Software\Foxit PhantomPDF	2017 Jul 21	228 MB
\overline{O}	SAP Crystal Reports runtime engine for .NET Framework (64-bit)	13.0.12.1494	Not Defined	2017 Jul 07	215 MB
\overline{O}	SAP Crystal Reports runtime engine for .NET Framework (32-bit)	13.0.12.1494	Not Defined	2017 Jul 07	202 MB
\bigcirc	EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2017 Jul 07	195 MB
\bigcirc	JT2Go	10.1.14176	C:\Program Files (x86)\Siemens\JT2Go	2017 Jul 21	175 MB
$\overline{\bigcirc}$	Google Earth Pro	7.3.0.3832	Not Defined	2017 Sep 05	155 MB
$\overline{\bigcirc}$	File Viewer Plus	2.1.0	C:\Program Files (x86)\File Viewer Plus	2017 Sep 25	148 MB
\bigcirc	ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 MB
$\overline{\bigcirc}$	Realtek High Definition Audio Driver	6.0.1.8224	C:\Program Files\Realtek\Audio\HDA	2017 Aug 29	111 MB
$\overline{\bigcirc}$	Java 8 Update 141 (64-bit)	8.0.1410.15	C:\Program Files\Java\jre1.8.0_141	2017 Jul 21	109 MB
\bigcirc	Java 8 Update 141	8.0.1410.15	C:\Program Files (x86)\Java\jre1.8.0_141	2017 Jul 21	95 MB
Ø	Intel(R) Management Engine Components	11.0.0.1162	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2017 Jul 07	92 MB
\overline{O}	Intel(R) Processor Graphics	10.18.14.4414	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2017 Jul 07	74 MB
\bigcirc	Lenovo On Screen Display	8.86.11	C:\Program Files\Lenovo\HOTKEY	2017 Jul 21	56 MB
\bigcirc	Microsoft Silverlight	5.1.50907.0	c:\Program Files\Microsoft Silverlight	2017 Jul 21	51 MB
$\overline{\bigcirc}$	Google Chrome	61.0.3163.100	Not Defined	2017 Jul 21	48 MB
\bigcirc	Synaptics Pointing Device Driver	18.0.7.109	C:\Program Files\Synaptics\SynTP	2017 Jul 21	46 MB
Ø	Power Manager	4.00.0008	C:\Program Files (x86)\Lenovo\PowerMgr	2017 Jul 07	42 MB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 99 of 253

Software List



Applio	cation Name	Version	File Location	Installed	Size
🕑 Le	enovo Mouse Suite	6.75	C:\Program Files\Lenovo\Lenovo Mouse Suite	2017 Jul 07	40 M
Ø M	Iicrosoft .NET Framework 4.5.2	4.5.51209	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.5.51209	2015 Oct 22	39 MI
🕑 Le	enovo Solution Center	2.8.007.00	C:\Program Files\Lenovo\Lenovo Solution Center	2017 Jul 07	35 ME
🕑 La	enovo Fingerprint Manager Pro	8.01.57	C:\Program Files\Lenovo\Fingerprint Manager Pro	2017 Jul 07	32 ME
S 🖸	kype Meetings App	16.2.0.194	C:\Users\kplecki\AppData\Local\Microsoft\Skyp eForBusinessPlugin\16.2.0.194	2017 Sep 13	32 ME
Ø N	licrosoft OneDrive	17.3.4604.012 0	Not Defined	2017 Oct 09	31 ME
ОC	reate Recovery Media	1.20.0.00	C:\Program Files (x86)\Lenovo\Factory Recovery	2017 Jul 07	31 ME
🥑 Ja	ava 8 Update 144	8.0.1440.1	C:\Program Files (x86)\Java\jre1.8.0_144	2017 Sep 20	27 M
Ø D	olby Home Theater v4	7.2.8000.17	c:\Program Files (x86)\Dolby Home Theater v4	2017 Aug 29	27 M
Ø D	DisplayLink Core Software	7.5.54609.0	C:\Program Files\DisplayLink Core Software	2017 Jul 07	27 M
~	ntel(R) Wireless Bluetooth(R)(patch version 9.11.1639.649)	19.0.1607.064 8	C:\Program Files (x86)\Intel\Bluetooth	2017 Jul 21	27 M
🕑 Le	enovo System Update	5.07.0065	C:\Program Files (x86)\Lenovo\System Update	2017 Sep 12	25 MI
🖸 Le	enovo Bluetooth Lock	2.0.0.1113	C:\Program Files (x86)\Lenovo\BluetoothLock	2017 Jul 07	20 MI
() IC	QMS_PDF_Printer (novaPDF 7.7 printer)	7.7.394	C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2017 Jul 07	20 MI
Ø A	dobe Flash Player 27 ActiveX	27.0.0.130	Not Defined	2017 Oct 09	20 M
~	/licrosoft Visual C++ 2010 x64 edistributable - 10.0.40219	10.0.40219	Not Defined	2017 Jul 25	14 MI
\sim	/licrosoft Visual C++ 2010 x86 edistributable - 10.0.40219	10.0.40219	Not Defined	2017 Jul 25	11 MI
🕑 Le	enovo Active Protection System	1.82.00.14	C:\Program Files (x86)	2017 Jul 21	10 MI
🕑 S	ynaptics WBF DDK 5011	4.5.327.0	C:\Program Files\Synaptics	2017 Jul 07	7 M
🕑 Ir	ntegrated Camera	3.4.7.36	C:\Program Files (x86)\Integrated Camera	2017 Jul 21	7 MI
🕑 Le	enovo Slim USB Keyboard	1.19	C:\Program Files\Lenovo\Lenovo Slim USB Keyboard	2017 Jul 07	7 MI
7	-Zip 16.04 (x64)	16.04	C:\Program Files\7-Zip	2017 Jul 21	5 MI
· .	enovo Ultraslim Plus Wireless Keyboard & Iouse	2.3	C:\Program Files\Lenovo\Lenovo Ultraslim Plus Wireless Keyboard & Mouse	2017 Jul 07	4 M
🕑 La	abTech [®] Software Remote Agent	11.0.376	Not Defined	2017 Jul 07	4 MI
🕑 Le	enovo Warranty Information	1.0.0011.00	C:\Program Files (x86)\Lenovo\Warranty Viewer	2017 Jul 07	2 MI
🕑 Le	enovo PowerENGAGE	2.51.0040	C:\Program Files (x86)\Lenovo Registration	2017 Jul 07	2 MI
S S	creenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 03	2 M
🕑 Fi	ile Identifier	1.0.11	C:\Program Files (x86)\File Identifier	2017 Sep 25	2 M
🕑 Ir	ntel(R) Network Connections Drivers	20.4	C:\Windows\system32	2009 Jul 14	916 KI

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 100 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729	9.0.30729	Not Defined	2017 Jul 07	788 KB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.6161	9.0.30729.616 1	Not Defined	2017 Jul 25	788 KB
\overline{O}	Lenovo User Guide	1.0.0009.00	C:\ProgramData\Lenovo\userguides\viewer	2017 Jul 07	606 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2017 Jul 25	600 KB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.5026	9.0.30729.502 6	Not Defined	2017 Jul 21	597 KB
\overline{O}	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729	9.0.30729	Not Defined	2017 Jul 07	596 KB
\bigcirc	Lenovo Auto Scroll Utility	2.21	C:\Program Files\Lenovo\VIRTSCRL	2017 Jul 21	500 KB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2017 Jul 25	300 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17	9.0.30729	Not Defined	2017 Jul 21	230 KB
\overline{O}	Plex Manufacturing Cloud x64 IE Settings	1.0.0	C:\Program Files\Plex Systems, Inc\Plex Manufacturing Cloud x64 IE Settings	2017 Jul 21	31 KB
\bigcirc	Lenovo USB Graphics	7.5.54614.0	C:\Program Files\Lenovo USB Graphics	2017 Jul 07	24 KB
\bigcirc	Realtek Card Reader	6.2.9200.2123 6	C:\Program Files (x86)\Realtek\Realtek Card Reader	2017 Jul 21	1 KB
\overline{O}	Microsoft Office Home and Business 2013 - en-us	15.0.4963.100 2	C:\Program Files\Microsoft Office 15	2017 Jul 07	1 KB
Ø	GoToAssist Customer 3.5.0.1488	3.5.0.1488	C:\Program Files (x86)\Citrix\GoToAssist Remote Support Customer\1488	2017 Sep 29	1 KB
\bigcirc	MINITAB		C:\Program Files (x86)\MTBWIN	2017 Jul 21	1 KB
\overline{O}	Microsoft Visual Studio 2010 Tools for Office Runtime (x64)	10.0.50903	c:\Program Files\Common Files\Microsoft Shared\VSTO\10.0	2017 Jul 25	1 KB
\bigcirc	Lenovo Preferred Pro USB Fingerprint Keyboard Hotkey Driver	3.4.0.1	C:\Program Files (x86)\Lenovo\Lenovo Preferred Pro USB Fingerprint Keyboard Hotkey Driver	2017 Jul 07	1 KB
Ø	Lenovo USB3.0 to DVI VGA Monitor Adapter	1.07.17	C:\Program Files (x86)\Lenovo\USB3.0 DVI Adapter	2017 Jul 07	1 KB
Ø	Adobe AIR	26.0.0.127	c:\Program Files (x86)\Common Files\Adobe AIR	2017 Jul 07	1 KB
\bigcirc	Adobe Shockwave Player 12.2	12.2.9.199	C:\Windows\SysWOW64\Adobe	2017 Jul 21	1 KB
\bigcirc	Microsoft Office Professional 2013 - en-us	15.0.4963.100 2	C:\Program Files\Microsoft Office 15	2017 Jul 07	1 KB
\bigcirc	Power Manager	6.68.13	C:\Program Files (x86)\ThinkPad\Utilities	2017 Jul 21	1 KB
\bigcirc	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Jul 07	0 KB
\bigcirc	Windows Driver Package - Intel (NETwNs64) net (11/03/2015 18.30.0.9)	11/03/2015 18.30.0.9	Not Defined	2017 Oct 09	0 KB
\bigcirc	Windows Driver Package - Intel(R) Corporation (IntcDAud) MEDIA (08/20/2015 6.16.00.3182)	08/20/2015 6.16.00.3182	Not Defined	2017 Oct 09	0 KB

October 9, 2017

TA-2538



Client	TecAirInc
Location	Munster
Computer	TA-2538
Nickname	TA-2538
Domain	tec-air
Local IP Address	10.10.2.76

Software Summary

Operating System	
Apps Installed	67
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	2.66 GB

Windows 7 Professional x64 Service Pack 1

MPACT

Арр	blication Name	Version	File Location	Installed	Size
\bigcirc	Nitro Pro 9	9.5.1.5	Not Defined	2014 Nov 29	553 MB
Ø	Intel [®] PROSet/Wireless Software	17.0.5	C:\ProgramData\Package Cache\{85b9d34f- 7397-4e39-8600-07942ef6ca04}	2014 Nov 29	351 MB
$\overline{\bigcirc}$	Adobe Acrobat Reader DC	17.012.20098	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2017 Sep 15	251 MB
\bigcirc	SAP Crystal Reports runtime engine for .NET Framework (64-bit)	13.0.12.1494	Not Defined	2017 Sep 12	215 MB
\overline{O}	SAP Crystal Reports runtime engine for .NET Framework (32-bit)	13.0.12.1494	Not Defined	2017 Sep 12	202 MB
\bigcirc	EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2017 Sep 12	192 MB
\bigcirc	ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Security	2017 Oct 04	137 MB
\bigcirc	Mozilla Firefox 55.0.3 (x64 en-US)	55.0.3	C:\Program Files\Mozilla Firefox	2017 Sep 12	133 MB
\bigcirc	Intel(R) WiDi	4.2.24.0	C:\Program Files\Intel Corporation\Intel WiDi	2014 Nov 29	84 MB
Ø	Intel(R) Processor Graphics	10.18.10.3412	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2014 Nov 29	74 MB
\bigcirc	Lenovo Reach	1.1.3.7	C:\Program Files (x86)\Lenovo\Lenovo Reach	2014 Nov 29	57 MB
\bigcirc	Synaptics Pointing Device Driver	18.0.7.40	C:\Program Files\Synaptics\SynTP	2014 Nov 29	46 MB
Ø	Intel(R) PROSet/Wireless Software for Bluetooth(R) Technology(patch version 17.0.1412.3)	17.0.1401.042 8	C:\Program Files (x86)\Intel\Bluetooth	2014 Nov 29	43 MB
Ø	Microsoft .NET Framework 4.5	4.5.50709	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache	2014 Jan 30	39 MB
\bigcirc	Multifactor Authentication Client	1.3.1.374	C:\Program Files	2014 Nov 29	31 MB
Ø	Lenovo Fingerprint Manager Pro	8.01.11(x64)	C:\Program Files\Lenovo\Fingerprint Manager Pro	2014 Nov 29	31 MB
\overline{O}	Lenovo Solution Center	2.5.001.00	C:\Program Files\Lenovo\Lenovo Solution Center	2014 Nov 29	28 MB
\bigcirc	DisplayLink Core Software	7.5.54609.0	C:\Program Files\DisplayLink Core Software	2014 Nov 29	27 MB
Ø	Intel(R) Management Engine Components	9.5.22.1760	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2014 Nov 29	20 MB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 102 of 253

Software List



Ap	plication Name	Version	File Location	Installed	Size
Ø	IQMS_PDF_Printer (novaPDF 7.7 printer)	7.7.394	C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2017 Sep 12	20 ME
0	Intel(R) USB 3.0 eXtensible Host Controller Driver	2.5.1.28	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2014 Nov 29	18 ME
0	Microsoft Visual C++ 2012 Redistributable (x86) - 11.0.60610	11.0.60610.1	C:\ProgramData\Package Cache\{95716cce-fc71 -413f-8ad5-56c2892d4b3a}	2014 Nov 29	17 ME
0	Lenovo Communications Utility	3.1.12.0	C:\Program Files\Lenovo\Communications Utility	2014 Nov 29	17 ME
\bigcirc	Lenovo System Update	5.06.0016	C:\Program Files (x86)\Lenovo\System Update	2014 Nov 29	16 ME
0	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2014 Nov 29	14 ME
0	Dolby Advanced Audio v2	7.2.8000.17	C:\Program Files (x86)\Dolby Advanced Audio v2	2014 Nov 29	12 ME
0	USB Enhanced Performance Keyboard	2.0.1.9	C:\Program Files\Lenovo\USB Enhanced Performance Keyboard	2014 Nov 29	12 ME
Ø	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2014 Nov 29	11 ME
\bigcirc	Lenovo Peer Connect SDK	1.0.0.7	C:\Program Files\Lenovo\Lenovo Peer Connect	2014 Nov 29	10 ME
\bigcirc	Lenovo QuickControl	2.20	C:\Program Files (x86)\Lenovo\QuickControl	2014 Nov 29	9 ME
\bigcirc	ThinkVantage Active Protection System	1.79.00.03	C:\Program Files (x86)	2014 Nov 29	9 MI
\bigcirc	Create Recovery Media	1.20.0.00	C:\Program Files (x86)\Lenovo\Factory Recovery	2014 Nov 29	8 ME
\bigcirc	Lenovo QuickDisplay	1.2.6.0	C:\Program Files\Lenovo\QuickDisplay	2014 Nov 29	8 M
\bigcirc	Integrated Camera	3.4.7.32	C:\Program Files (x86)\Integrated Camera	2014 Nov 29	7 M
\bigcirc	Validity WBF DDK 5011	4.5.240.0	C:\Program Files\Validity Sensors	2014 Nov 29	7 MI
\bigcirc	LabTech [®] Software Remote Agent	11.0.396	Not Defined	2017 Sep 12	4 ME
Ø	Lenovo Registration	1.0.3	C:\Program Files (x86)\Lenovo Registration	2014 Nov 29	4 M
0	Message Center Plus	3.4.0001.00	C:\Program Files (x86)\Lenovo\Message Center Plus	2017 Sep 14	2 ME
\bigcirc	Lenovo Warranty Information	1.0.0011.00	C:\Program Files (x86)\Lenovo\Warranty Viewer	2014 Nov 29	2 M
0	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Sep 12	2 ME
\bigcirc	Lenovo User Guide	1.0.0009.00	C:\ProgramData\Lenovo\userguides\viewer	2014 Nov 29	606 KI
0	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17	9.0.30729	Not Defined	2014 Nov 29	596 KI
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.56336	Not Defined	2017 Sep 12	422 K
0	Mozilla Maintenance Service	55.0.3	C:\Program Files (x86)\Mozilla Maintenance Service	2017 Sep 12	278 KE
0	Lenovo USB Graphics	7.5.54614.0	C:\Program Files\Lenovo USB Graphics	2014 Nov 29	24 KI
0	Thinkpad USB 3.0 Ethernet Adapter Driver	7.4.911.2013	C:\Program Files (x86)\Lenovo\Thinkpad USB 3.0 Ethernet Adapter Driver	2014 Nov 29	1 KE
Ø	On Screen Display	8.30.00	C:\Program Files\Lenovo\HOTKEY	2014 Nov 29	1 KE

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 103 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
\bigcirc	Lenovo USB3.0 to DVI VGA Monitor Adapter	1.07.17	C:\Program Files (x86)\Lenovo\USB3.0 DVI Adapter	2014 Nov 29	1 KB
\bigcirc	Realtek High Definition Audio Driver	6.0.1.7188	C:\Program Files\Realtek\Audio\HDA	2014 Nov 29	1 KB
Ø	Realtek Card Reader	6.2.9200.2123 6	C:\Program Files (x86)\Realtek\Realtek Card Reader	2014 Nov 29	1 KB
0	Adobe AIR	18.0.0.144	c:\Program Files (x86)\Common Files\Adobe AIR	2014 Nov 29	1 KB
\overline{O}	Registry Patch to Enable Maximum Power Saving on WiFi Adapters for Windows 7	1.00	C:\Program Files\Lenovo\EnablePS	2014 Nov 29	1 KB
\overline{O}	Microsoft Office Home and Business 2013 - en-us	15.0.4963.100 2	C:\Program Files\Microsoft Office 15	2017 Sep 12	1 KB
\bigcirc	Lenovo Auto Scroll Utility	2.11	C:\Program Files\Lenovo\VIRTSCRL	2014 Nov 29	1 KB
\bigcirc	Power Manager	6.65.2	C:\Program Files (x86)\ThinkPad\Utilities	2014 Nov 29	1 KB
\overline{O}	Disable AMT Profile Synchronization Pop-up for Windows XP/Vista/7/8	1.00	C:\Program Files\Lenovo\DisableAMTPopup	2014 Nov 29	1 KB
\overline{O}	Google Chrome	61.0.3163.100	C:\Program Files (x86) \Google\Chrome\Application	2017 Sep 12	1 KB
\bigcirc	Lenovo SHAREit	2.0.4.0	C:\Program Files (x86)\Lenovo\SHAREit	2014 Nov 29	1 KB
Ø	TeamViewer 8	8.0.15959 Beta	C:\Program Files (x86)\TeamViewer\Version8	2017 Sep 12	1 KB
\overline{O}	Windows Driver Package - Synaptics (SynTP) Mouse (04/07/2014 18.0.7.40)	04/07/2014 18.0.7.40	Not Defined	2017 Oct 09	0 KB
\bigcirc	Windows Driver Package - Intel Corporation (iaStorA) HDC (11/15/2013 12.8.10.1005)	11/15/2013 12.8.10.1005	Not Defined	2017 Oct 09	0 KB
\bigcirc	Lenovo Power Management Driver	1.67.04.04	Not Defined	2017 Oct 09	0 KB
\overline{O}	Windows Driver Package - Intel (e1dexpress) Net (03/13/2014 12.11.77.1)	03/13/2014 12.11.77.1	Not Defined	2017 Oct 09	0 KB
\overline{O}	Windows Driver Package - Lenovo 1.67.04.04 (11/07/2013 1.67.04.04)	11/07/2013 1.67.04.04	Not Defined	2017 Oct 09	0 KB
\bigcirc	Cisco WebEx Meetings		Not Defined	2017 Oct 09	0 KB
\bigcirc	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Sep 12	0 KB
Ø	Windows Driver Package - Synaptics (SmbDrv) System (04/07/2014 18.0.7.40)	04/07/2014 18.0.7.40	Not Defined	2017 Oct 09	0 KB

October 9, 2017

TA-2539



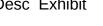
Client	TecAirInc
Location	Munster
Computer	TA-2539
Nickname	TA-2539
Domain	tec-air
Local IP Address	10.10.2.88

Software Summary

Operating System	
Apps Installed	73
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	3.57 GB

Windows 7 Professional x64 Service Pack 1

Арр	plication Name	Version	File Location	Installed	Size
\overline{O}	Adobe Acrobat 6.0.1 Standard	006.000.001	Not Defined	2015 Sep 17	392 MB
Ø	Microsoft Office Visio Professional 2003	11.0.3216.561 4	C:\Program Files (x86)\Microsoft Office	2013 Dec 13	382 MB
\bigcirc	Microsoft Silverlight	5.1.50907.0	C:\Program Files\Microsoft Silverlight	2017 Sep 01	299 MB
\overline{O}	EnterpriselQ CR 11 Components	11.5.3300	C:\Program Files (x86)\IQMS\IQWIN32	2013 Dec 12	289 MB
\overline{O}	Microsoft Office Access 2003 Runtime	11.0.8173.0	Not Defined	2017 Jun 05	256 MB
\bigcirc	SAP Crystal Reports runtime engine for .NET Framework 4 (64-bit)	13.0.4.705	Not Defined	2014 Mar 29	207 MB
\overline{O}	SAP Crystal Reports runtime engine for .NET Framework 4 (32-bit)	13.0.4.705	Not Defined	2014 Mar 29	195 MB
\overline{O}	Adobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 12	195 MB
Ø	Foxit Reader	8.0.0.624	C:\Program Files (x86)\Foxit Software\Foxit Reader	2016 Jun 28	179 MB
\overline{O}	EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2015 May 07	170 MB
\bigcirc	ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 MB
\bigcirc	Java 7 Update 79	7.0.790	C:\Program Files (x86)\Java\jre7	2015 Apr 15	121 MB
\bigcirc	Java 7 Update 79 (64-bit)	7.0.790	C:\Program Files\Java\jre7	2015 Apr 15	119 MB
\bigcirc	Java 8 Update 101 (64-bit)	8.0.1010.13	C:\Program Files\Java\jre1.8.0_101	2016 Jul 20	106 MB
\overline{O}	Java 8 Update 101	8.0.1010.13	C:\Program Files (x86)\Java\jre1.8.0_101	2016 Jul 20	93 MB
\bigcirc	Mozilla Firefox 47.0.1 (x86 en-US)	47.0.1	C:\Program Files (x86)\Mozilla Firefox	2014 Sep 16	92 MB
0	Intel(R) Processor Graphics	8.15.10.2598	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2013 Apr 25	74 MB
Ø	Microsoft .NET Framework 4 Extended	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\Extended	2014 Mar 29	52 MB
\overline{O}	Google Chrome	52.0.2743.82	Not Defined	2016 Jul 21	51 MB
Ø	Microsoft .NET Framework 4 Client Profile	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\Client	2014 Mar 29	39 MB





Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 105 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
Ø	Intel(R) Management Engine Components	8.0.4.1441	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2013 Apr 25	20 MB
Ø	IQMS_PDF_Printer (novaPDF 7.3 printer)		C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2014 Mar 29	19 MB
\bigcirc	Adobe Flash Player 22 NPAPI	22.0.0.209	Not Defined	2017 Oct 09	19 MB
Ø	Adobe Flash Player 22 ActiveX	22.0.0.210	Not Defined	2017 Oct 09	19 MB
Ø	Intel(R) USB 3.0 eXtensible Host Controller Driver	1.0.3.214	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2013 Apr 25	18 MB
Ø	Intel(R) Rapid Storage Technology	11.0.0.1032	C:\Program Files (x86)\Intel\Intel(R) Rapid Storage Technology	2013 Apr 25	18 MB
\bigcirc	Skype™ 5.5	5.5.117	C:\Program Files (x86)\Skype	2012 Oct 22	17 MB
Ø	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Feb 17	14 MB
0	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Feb 17	11 MB
\bigcirc	Intel® Trusted Connect Service Client	1.23.605.1	Not Defined	2013 Apr 25	11 MB
Ø	Microsoft Office 2010	14.0.4763.100 0	Not Defined	2013 Apr 25	6 MB
Ø	Microsoft Office Outlook Connector	14.0.5118.500 0	Not Defined	2015 Mar 29	3 MB
Ø	Microsoft Office Outlook Connector	14.0.5118.500 0	Not Defined	2015 Mar 29	3 MB
Ø	Microsoft Office Outlook Connector	14.0.5118.500 0	Not Defined	2015 Mar 29	3 MB
Ø	Microsoft Office Outlook Connector	14.0.5118.500 0	Not Defined	2015 Mar 29	3 MB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.56336	Not Defined	2015 Mar 26	3 MB
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
Ø	Microsoft SQL Server 2005 Compact Edition [ENU]	3.1.0000	C:\Program Files (x86)\Microsoft SQL Server Compact Edition	2012 Oct 22	2 MB
Ø	Broadcom Gigabit Integrated Controller	15.4.5.1	C:\Program Files\Broadcom	2013 Apr 25	2 MB
\bigcirc	Intel(R) Control Center	1.2.1.1007	C:\Program Files (x86)\Intel\Intel Control Center	2013 Apr 25	1 MB
Ø	Microsoft Outlook Social Connector Provider for Windows Live Messenger 32-bit	14.0.5120.500 0	Not Defined	2015 Mar 29	1 MB
\bigcirc	MSXML 4.0 SP2 (KB973688)	4.20.9876.0	Not Defined	2016 Aug 31	1 MB
\bigcirc	MSXML 4.0 SP2 (KB954430)	4.20.9870.0	Not Defined	2016 Aug 31	1 MB
\bigcirc	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB
0	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.6161	9.0.30729.616 1	Not Defined	2014 Nov 25	788 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.17	9.0.30729	Not Defined	2014 Jan 23	786 KB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2014 Nov 25	600 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 106 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17	9.0.30729	Not Defined	2012 Oct 22	596 KB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.4148	9.0.30729.414 8	Not Defined	2012 Oct 22	592 KB
\bigcirc	Mozilla Maintenance Service	47.0.1	C:\Program Files (x86)\Mozilla Maintenance Service	2014 Sep 16	375 KB
\overline{O}	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2014 Nov 25	300 KB
\bigcirc	Citrix Online Launcher	1.0.408	Not Defined	2016 Aug 05	296 KB
\bigcirc	Citrix Online Launcher	1.0.258	Not Defined	2015 Mar 26	294 KB
\bigcirc	TeamViewer 8	8.0.44109	C:\Program Files (x86)\TeamViewer\Version8	2013 Oct 25	1 KB
\bigcirc	Windows Live Essentials	16.4.3528.033 1	C:\Program Files (x86)\Windows Live	2012 Oct 22	1 KB
\overline{O}	Welcome Center	1.02.3507	C:\Program Files (x86)\Acer\Welcome Center	2012 Oct 22	1 KB
\bigcirc	Acer Framework	3.00.5500	C:\Program Files\Acer\Empowering Technology	2012 Oct 22	1 KB
\bigcirc	WinRAR 5.00 (64-bit)	5.00.0	C:\Program Files\WinRAR	2013 Oct 25	1 KB
\bigcirc	Intel(R) OpenCL CPU Runtime		C:\Program Files (x86)\Intel\OpenCL SDK\1.5	2013 Apr 25	1 KB
\bigcirc	PhotoScape		C:\Program Files (x86)\PhotoScape	2015 Mar 05	1 KB
\bigcirc	Acer eRecovery Management	5.01.3503	C:\Program Files\Acer\Acer eRecovery Management	2013 Apr 25	1 KB
\bigcirc	Acer Updater	1.02.3501	C:\Program Files\Acer\Acer Updater	2012 Oct 22	1 KB
\bigcirc	Acer Registration	1.04.3506	C:\Program Files (x86)\Acer\Registration	2012 Oct 22	1 KB
\bigcirc	Realtek High Definition Audio Driver	6.0.1.6521	C:\Program Files\Realtek\Audio\HDA	2013 Apr 25	1 KB
Ø	Microsoft Visual Studio 2010 Tools for Office Runtime (x64)	10.0.50903	C:\Program Files\Common Files\Microsoft Shared\VSTO\10.0	2013 Oct 25	1 KB
\bigcirc	DMUninstaller		C:\Program Files (x86)\Uninstaller	2014 Jan 23	1 KB
Ø	GoToAssist Customer 3.5.0.1488	3.5.0.1488	C:\Program Files (x86)\Citrix\GoToAssist Remote Support Customer\1488	2017 Sep 29	1 KB
\bigcirc	Software Version Updater	1.1.3.8	C:\Users\ecatton\AppData\Local\SwvUpdater	2014 Jan 23	1 KB
Ø	Microsoft Office Professional Plus 2010	14.0.7015.100 0	C:\Program Files (x86)\Microsoft Office	2013 Apr 25	1 KB
\bigcirc	Liaison EDI Notepad	8.0	C:\Program Files (x86)\Liaison\SHARED\Bin	2016 Mar 22	1 KB
\bigcirc	Lucent Intuity Message Manager		Not Defined	2017 Oct 09	0 KB
\bigcirc	Total Access Memo 2003 Runtime		Not Defined	2017 Oct 09	0 KB
Ø	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KB

October 9, 2017

TA-CEO01



Client	TecAirInc
Location	Munster
Computer	TA-CEO01
Nickname	TA-CEO01
Domain	tec-air
Local IP Address	192.168.43.172

Software Summary

Operating System	
Apps Installed	146
Unclassified Apps	1
Blacklisted Apps	0
Total App Size	12.34 GB

Windows 7 Professional x64 Service Pack 1

Арр	lication Name	Version	File Location	Installed	Size
\overline{O}	Adobe Acrobat DC	17.012.20098	C:\Program Files (x86)\Adobe\Acrobat DC	2017 Aug 31	3.67 GB
0	Autodesk Inventor 2015 - English	19.0.15900.00 00	C:\Program Files\Autodesk\Inventor 2015	2016 Oct 05	3.07 GB
\bigcirc	Actify SpinFire 10.8	11.0.1826.3	C:\Program Files (x86)\Actify\SpinFire\10.0	2016 Dec 23	481 ME
Ø	Autodesk 360	5.2.3.1000	Not Defined	2016 Oct 31	466 ME
\bigcirc	Autodesk ReCap	1.3.5.1	C:\Program Files\Autodesk\Autodesk ReCap	2016 Oct 05	444 ME
Ø	Intel [®] PROSet/Wireless Software	19.10.0	C:\ProgramData\Package Cache\{25779f5d- 6b0a-4e11-89e8-441b93c6ce2b}	2016 Dec 14	353 ME
0	Microsoft Office Visio Professional 2003	11.0.3216.561 4	Not Defined	2016 Oct 10	292 ME
Ø	Adobe Acrobat Reader DC	17.012.20098	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2017 Aug 31	255 MI
Ø	Autodesk Material Library Low Resolution Image Library 2015	5.2.9.100	C:\Program Files (x86)\Common Files\Autodesk Shared\Materials	2016 Oct 05	246 MI
Ø	SAP Crystal Reports runtime engine for .NET Framework (64-bit)	13.0.12.1494	Not Defined	2016 Oct 05	215 ME
0	SAP Crystal Reports runtime engine for .NET Framework (32-bit)	13.0.12.1494	Not Defined	2016 Oct 05	202 ME
\bigcirc	EnterpriseIQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2016 Oct 05	195 ME
\bigcirc	Google Earth Pro	7.3.0.3832	Not Defined	2017 Aug 22	155 ME
0	Autodesk Desktop App	6.2.0.174	C:\Program Files (x86)\Autodesk\Autodesk Desktop App	2016 Oct 08	150 ME
0	Lenovo Solution Center	3.3.003.00	C:\Program Files\Lenovo\Lenovo Solution Center	2016 Oct 14	139 ME
\bigcirc	ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 ME
0	Conexant HD Audio	8.66.62.53	C:\Program Files\CONEXANT\CNXT_AUDIO_HDA	2016 Jun 05	105 ME
Ø	Intel(R) Management Engine Components	11.0.6.1194	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2016 Jun 05	105 ME
Ø	Autodesk Material Library 2015	5.2.9.100	C:\Program Files (x86)\Common Files\Autodesk Shared\Materials	2016 Oct 05	97 M



Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 108 of 253

Software List



Арр	blication Name	Version	File Location	Installed	Size
\bigcirc	Microsoft OneDrive	17.3.6998.083 0	Not Defined	2017 Oct 09	96 MB
0	Extended Asian Language font pack for Adobe Acrobat Reader DC	15.007.20033	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2017 Jul 31	96 MB
\bigcirc	Skype™ 7.40	7.40.103	C:\Program Files (x86)\Skype	2017 Sep 08	89 MB
\bigcirc	SketchUp Import	1.2.0	C:\ProgramData\Autodesk\ApplicationPlugins	2016 Oct 05	78 MB
Ø	Intel(R) Processor Graphics	21.20.16.4590	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2016 Jun 05	74 MB
\overline{O}	Autodesk Material Library Base Resolution Image Library 2015	5.2.9.100	C:\Program Files (x86)\Common Files\Autodesk Shared\Materials	2016 Oct 05	72 MB
\bigcirc	Intel(R) WiDi	6.0.52.0	C:\Program Files\Intel Corporation\Intel WiDi	2016 Jun 04	58 MB
\bigcirc	Lenovo On Screen Display	8.85.03	C:\Program Files\Lenovo\HOTKEY	2016 Jun 05	56 MB
$\overline{\bigcirc}$	Google Chrome	61.0.3163.100	Not Defined	2016 Oct 04	54 MB
$\overline{\bigcirc}$	FARO LS 1.1.502.0 (64bit)	5.2.0.35213	Not Defined	2016 Oct 05	49 MB
\bigcirc	Synaptics Pointing Device Driver	19.0.17.43	C:\Program Files\Synaptics\SynTP	2016 Jun 05	46 MB
Ø	Actify AutoCad for SpinFire 10	11.0.1912.5	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2016 Dec 23	44 MB
\bigcirc	Lenovo Touch Fingerprint Software	1.00.11	C:\Program Files\Lenovo\Touch Fingerprint Software	2016 Oct 14	43 MB
\bigcirc	Intel(R) Wireless Bluetooth(R)(patch version 18.1.1525.1421)	18.1.1504.051 8	C:\Program Files (x86)\Intel\Bluetooth	2016 Jun 04	41 MB
\bigcirc	Lenovo Mouse Suite	6.78	C:\Program Files\Lenovo\Lenovo Mouse Suite	2016 Oct 05	40 MB
Ø	Microsoft .NET Framework 4.5.2	4.5.51209	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.5.51209	2015 Oct 22	39 MB
Ø	Actify CatiaV5 for SpinFire 10	11.0.1912.5	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2016 Dec 23	37 MB
Ø	Skype Meetings App	16.2.0.194	C:\Users\bob\AppData\Local\Microsoft\SkypeF orBusinessPlugin\16.2.0.194	2017 Sep 05	32 MB
\bigcirc	Create Recovery Media	1.20.0.00	C:\Program Files (x86)\Lenovo\Factory Recovery	2016 Jun 04	31 MB
$\overline{\bigcirc}$	DisplayLink Core Software	8.0.778.0	C:\Program Files\DisplayLink Core Software	2016 Oct 11	30 MB
$\overline{\bigcirc}$	Lenovo System Update	5.07.0065	C:\Program Files (x86)\Lenovo\System Update	2017 Sep 14	25 MB
\bigcirc	Autodesk Workflows 2015	5.2.11.100	Not Defined	2016 Oct 05	25 MB
Ø	Microsoft Visual C++ 2015 Redistributable (x64) - 14.0.23506	14.0.23506.0	C:\ProgramData\Package Cache\{3ee5e5bb- b7cc-4556-8861-a00a82977d6c}	2016 Dec 14	25 MB
\bigcirc	Microsoft Lync Web App Plug-in	15.8.8308.965	C:\Users\bob\AppData\Local\Microsoft\LWAPlu gin\x86\15.8	2017 Jul 11	24 MB
$\overline{\bigcirc}$	Panasonic DRM Media Plugin	3.0.1.1	Not Defined	2017 Mar 15	23 MB
Ø	Configurator 360 addin	19.0.11300.90 00	C:\ProgramData\Autodesk\ApplicationPlugins	2016 Oct 05	22 MB
Ø	Actify SolidEdge for SpinFire 10	11.0.1912.5	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2016 Dec 23	22 MB
Ø	ThinkPad OneLink Plus Dock	1.10.11	C:\Program Files (x86)\Lenovo\OneLink Plus Dock	2016 Jun 04	22 MB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 109 of 253

Software List



Ар	plication Name	Version	File Location	Installed	Size
0	Intel [®] Integrated Sensor Solution	3.0.14.3056	C:\ProgramData\Package Cache\{755abcd0- 2942-482b-a27d-22921a5849f0}	2016 Jun 05	21 MB
Ø	Dolby Audio X2 Windows APP	0.8.0.71	C:\Program Files\Dolby\Dolby DAX2	2017 May 08	21 MB
0	Microsoft Visual C++ 2015 Redistributable (x86) - 14.0.23506	14.0.23506.0	C:\ProgramData\Package Cache\{23daf363- 3020-4059-b3ae-dc4ad39fed19}	2016 Dec 14	21 MB
0	Microsoft Visual C++ 2012 Redistributable (x64) - 11.0.61030	11.0.61030.0	C:\ProgramData\Package Cache\{ca67548a- 5ebe-413a-b50c-4b9ceb6d66c6}	2016 Jun 05	21 MB
Ø	IQMS_PDF_Printer (novaPDF 7.7 printer)	7.7.394	C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2016 Oct 05	20 ME
Ø	Adobe Flash Player 25 PPAPI	25.0.0.171	Not Defined	2017 Oct 09	20 MB
0	Integrated Camera	10.0.10240.11 161	C:\Program Files (x86)\Realtek\Realtek PC Camera	2016 Jun 04	20 MB
Ø	Intel(R) USB 3.0 eXtensible Host Controller Driver	4.0.0.36	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2016 Jun 05	18 ME
0	Microsoft Visual C++ 2012 Redistributable (x86) - 11.0.61030	11.0.61030.0	C:\ProgramData\Package Cache\{33d1fd90- 4274-48a1-9bc1-97e33d9c2d6f}	2016 Jun 05	17 MB
0	Actify NX for SpinFire 10	11.0.1912.5	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2016 Dec 23	17 MB
0	Actify SAT for SpinFire 10	11.0.1912.5	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2016 Dec 23	16 MB
Ø	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2016 Jun 04	14 ME
Ø	Lenovo Communications Utility	3.1.22.0	C:\Program Files\Lenovo\Communications Utility	2017 Jul 27	11 ME
Ø	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2016 Jun 04	11 ME
Ø	Actify Iges for SpinFire 10	11.0.1912.5	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2016 Dec 23	11 ME
Ø	Actify Rhino3D for SpinFire 10	11.0.1912.5	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2016 Dec 23	11 ME
Ø	Synaptics WBF Fingerprint Reader Drivers	5.1.311.26	C:\Program Files\Synaptics	2016 Oct 14	10 ME
Ø	Epson Software Updater	4.4.4	Not Defined	2017 Apr 16	10 ME
Ø	Lenovo Active Protection System	1.81.00.07	C:\Program Files (x86)	2016 Jun 04	10 MB
Ø	Dolby Audio X2 Windows API SDK	0.8.0.74	C:\Program Files\Dolby\Dolby DAX2	2017 May 08	10 MB
Ø	TemWebRTCPlugin	0.8.876	Not Defined	2016 Nov 07	8 ME
Ø	Actify SolidWorks for SpinFire 10	11.0.1912.5	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2016 Dec 23	7 ME
Ø	Actify CatiaV4 for SpinFire 10	11.0.1912.5	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2016 Dec 23	7 ME
0	Autodesk BIM 360 Glue AutoCAD 2015 Add -in 64 bit	3.32.3004	Not Defined	2016 Oct 05	6 MB
Ø	Adobe Flash Player 25 NPAPI	25.0.0.171	Not Defined	2017 Oct 09	6 MB
Ø	Adobe Flash Player 25 ActiveX	25.0.0.171	Not Defined	2017 Oct 09	5 ME
Ø	Mockup 360 Addin 2015	1.1.0	C:\ProgramData\Autodesk\ApplicationPlugins	2016 Oct 05	5 MB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 110 of 253

Software List



Арр	olication Name	Version	File Location	Installed	Size
\bigcirc	7-Zip 16.04 (x64)	16.04	C:\Program Files\7-Zip	2016 Dec 09	5 MB
\bigcirc	Autodesk Featured Apps	1.2.0	C:\ProgramData\Autodesk\ApplicationPlugins	2016 Oct 05	4 MB
$\overline{\mathbf{O}}$	Autodesk App Manager	1.2.0	C:\ProgramData\Autodesk\ApplicationPlugins	2016 Oct 05	4 MB
Ø	Lenovo Ultraslim Plus Wireless Keyboard & Mouse	2.4	C:\Program Files\Lenovo\Lenovo Ultraslim Plus Wireless Keyboard & Mouse	2016 Oct 05	4 MB
\bigcirc	LabTech® Software Remote Agent	10.5.269	Not Defined	2016 Oct 04	4 MB
Ø	Actify PDF Importer for SpinFire 10	11.0.1912.5	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2016 Dec 23	3 MB
\bigcirc	Autodesk AutoCAD Performance Feedback Tool Version 1.2.2	1.2.2.0	Not Defined	2016 Oct 05	3 MB
Ø	Actify Weight Calculator for SpinFire 10.0	11.0.1721.3	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel	2016 Dec 23	3 MB
\bigcirc	Lenovo Warranty Information	1.0.0011.00	C:\Program Files (x86)\Lenovo\Warranty Viewer	2016 Jun 04	2 MB
\bigcirc	Lenovo PowerENGAGE	2.51.0040	C:\Program Files (x86)\Lenovo Registration	2016 Jun 04	2 MB
Ø	Actify CGM for SpinFire 10	11.0.1912.5	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2016 Dec 23	2 MB
\bigcirc	Actify Automated Excel for SpinFire 10.0	11.0.1731.1	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel	2016 Dec 23	2 MB
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.0.21022	9.0.21022	Not Defined	2016 Dec 23	2 MB
\bigcirc	Vulkan Run Time Libraries 1.0.33.0	1.0.33.0	C:\Program Files (x86)\VulkanRT	2017 Feb 27	2 MB
\bigcirc	Thinkpad USB Ethernet Adapter Driver	7.18.602.2015	C:\Program Files (x86)\Lenovo\Thinkpad USB Ethernet Adapter Driver	2016 Jun 04	1 MB
\bigcirc	MSXML 4.0 SP2 (KB973688)	4.20.9876.0	Not Defined	2016 Oct 10	1 MB
\bigcirc	MSXML 4.0 SP2 (KB954430)	4.20.9870.0	Not Defined	2016 Oct 10	1 MB
Ø	Actify Exploded Assembly for SpinFire 10.0	11.0.1731.1	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel	2016 Dec 23	986 KB
\bigcirc	Intel(R) Network Connections Drivers	20.4	C:\windows\system32	2009 Jul 14	916 KB
Ø	Actify Minimum Distance for SpinFire 10	11.0.1731.1	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel	2016 Dec 23	830 KB
\bigcirc	Actify Automatic Parts Labeling for SpinFire 10.0	11.0.1731.1	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel	2016 Dec 23	830 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.6161	9.0.30729.616 1	Not Defined	2016 Oct 05	786 KB
$\overline{\bigcirc}$	Autodesk Inventor Content Center Libraries 2015 (Desktop Content)	19.0.15900.00 00	Not Defined	2016 Oct 05	686 KB
\bigcirc	Microsoft Visual C++ 2005 Redistributable (x64)	8.0.59192	Not Defined	2016 Oct 05	610 KB
\bigcirc	Lenovo User Guide	1.0.0009.00	C:\ProgramData\Lenovo\userguides\viewer	2016 Jun 04	606 KB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2016 Oct 05	598 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 111 of 253

Software List



Арр	blication Name	Version	File Location	Installed	Size
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17	9.0.30729	Not Defined	2016 Jun 04	596 KB
\bigcirc	Microsoft Visual C++ 2005 Redistributable (x64)	8.0.61000	Not Defined	2016 Oct 10	572 KB
\bigcirc	Lenovo Auto Scroll Utility	2.20	C:\Program Files\Lenovo\VIRTSCRL	2016 Jun 05	500 KB
\bigcirc	Lenovo Scaling Utility	3.10	C:\Program Files\Lenovo\ZOOM	2016 Jun 05	450 KB
\bigcirc	Actify ProE for SpinFire 10	11.0.1912.5	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2016 Dec 23	426 KB
$\overline{\bigcirc}$	Actify Inventor for SpinFire 10	11.0.1912.5	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2016 Dec 23	420 KB
$\overline{\bigcirc}$	Actify Parasolid for SpinFire 10	11.0.1912.5	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2016 Dec 23	416 KB
$\overline{\bigcirc}$	Actify JT for SpinFire 10	11.0.1912.5	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2016 Dec 23	416 KB
\bigcirc	Actify Ideas for SpinFire 10	11.0.1912.5	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2016 Dec 23	414 KB
\bigcirc	Actify PRC for SpinFire 10	11.0.1912.5	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2016 Dec 23	410 KB
\bigcirc	Actify Step for SpinFire 10	11.0.1912.5	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2016 Dec 23	410 KB
Ø	Actify Draft Angle Analysis for SpinFire 10.0	11.0.1731.1	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel	2016 Dec 23	338 KB
Ø	Actify Parts List Generator for SpinFire 10.0	11.0.1731.1	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel	2016 Dec 23	334 KB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2016 Oct 10	300 KB
\bigcirc	Citrix Online Launcher	1.0.446	Not Defined	2016 Dec 15	276 KB
$\overline{\bigcirc}$	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.4148	9.0.30729.414 8	Not Defined	2016 Oct 05	240 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.4148	9.0.30729.414 8	Not Defined	2016 Oct 05	232 KB
\overline{O}	Actify HPGL for SpinFire 10	11.0.1912.5	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2016 Dec 23	158 KB
\bigcirc	Actify STL for SpinFire 10	11.0.1912.5	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2016 Dec 23	120 KB
Ø	Actify XSection Plus for SpinFire 10.0	11.0.1731.1	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel	2016 Dec 23	99 KB
\bigcirc	Actify Model Compare 2 for SpinFire 10.0	11.0.1731.1	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel	2016 Dec 23	85 KB
Ø	Actify Tiff for SpinFire 10	11.0.1912.5	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel\PubCore	2016 Dec 23	36 KB
Ø	Actify STL Export for SpinFire 10.0	11.0.1731.1	C:\Program Files (x86) \Actify\SpinFire\10.0\kernel	2016 Dec 23	22 KB
Ø	Autodesk AutoCAD Raster Design 2015	20.0.51.0	C:\Program Files\Autodesk\AutoCAD Raster Design 2015	2016 Oct 05	1 KB
\bigcirc	Autodesk Product Design Suite 2015	4.0.103.001	C:\Program Files\Autodesk\Product Design Suite 2015	2016 Oct 05	1 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 112 of 253

Software List



Арр	blication Name	Version	File Location	Installed	Size
\overline{O}	Autodesk Design Review 2013	13.0.0.82	C:\Program Files (x86)\Autodesk\Autodesk Design Review 2013	2016 Oct 05	1 KB
\bigcirc	Realtek Card Reader	10.0.10125.21 277	C:\Program Files (x86)\Realtek\Realtek Card Reader	2016 Jun 04	1 KB
\bigcirc	Autodesk Revit Interoperability for Inventor 2015	15.0.207.0	C:\Program Files\Common Files\Autodesk Shared\Revit Interoperability for Inventor 2015	2016 Oct 05	1 KB
\bigcirc	EPSON Scan		C:\Program Files (x86)\epson\escndv\setup	2017 Apr 16	1 KB
Ø	Autodesk DWG TrueView 2015 - English	20.0.51.0	C:\Program Files\Autodesk\DWG TrueView 2015 - English	2016 Oct 05	1 KB
Ø	Microsoft Project 98		C:\Program Files (x86)\Microsoft Office\Office\Setup	2016 Dec 09	1 KB
Ø	Realtek USB Ethernet Controller All-In-One Windows Driver	7.18.602.2015	C:\Program Files (x86)\Realtek\Realtek USB Ethernet Controller All-In-One Windows Driver	2016 Jun 04	1 KB
\bigcirc	GoToMeeting 8.14.0.7716	8.14.0.7716	C:\Program Files (x86)\GoToMeeting\7716	2017 Oct 01	1 KB
\bigcirc	Adobe AIR	18.0.0.180	c:\Program Files (x86)\Common Files\Adobe AIR	2016 Jun 05	1 KB
\bigcirc	Microsoft Office Professional 2016 - en-us	16.0.8431.207 9	C:\Program Files (x86)\Microsoft Office	2016 Jun 05	1 KB
\bigcirc	Autodesk AutoCAD Mechanical 2015 - English	19.0.48.0	C:\Program Files\Autodesk\AutoCAD 2015	2016 Oct 05	1 KB
\bigcirc	Google Toolbar for Internet Explorer	7.5.8231.2252	C:\Program Files (x86)\Google\Google Toolbar	2016 Nov 27	1 KB
Ø	Autodesk Content Service	3.2.0.0	C:\Program Files (x86)\Autodesk\Content Service	2016 Oct 05	1 KB
Ø	Microsoft Visual C++ 2012 Redistributable (x86) - 11.0.60610	11.0.60610.1	C:\ProgramData\Package Cache\{95716cce-fc71 -413f-8ad5-56c2892d4b3a}	2016 Oct 05	1 KB
\bigcirc	Power Manager	6.68.10	C:\Program Files (x86)\ThinkPad\Utilities	2016 Jun 05	1 KB
\bigcirc	Cisco WebEx Meetings		Not Defined	2017 Oct 09	0 KB
0	Windows Driver Package - Lenovo 1.67.10.20 (08/06/2015 1.67.10.20)	08/06/2015 1.67.10.20	Not Defined	2017 Oct 09	0 KB
$\overline{\bigcirc}$	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KB
\bigcirc	EPSON WF-3540 Series Printer Uninstall		Not Defined	2017 Oct 09	0 KB
Ū	Widevine Media Optimizer IE 6.0.0	6.0.0.12757	Not Defined	2017 Oct 09	0 KB

October 9, 2017

TACS4



Client	TecAirInc
Location	Munster
Computer	TACS4
Nickname	TACS4
Domain	tec-air
Local IP Address	10.10.2.107

Software Summary

59
0
0
2.92 GB

Windows 7 Professional x64 Service Pack 1

MPACT

Арр	lication Name	Version	File Location	Installed	Size
$\overline{\heartsuit}$	Avery Design & Print	3.0.2	C:\Program Files (x86)\Design&Print	2016 Apr 08	680 MB
0	Intel [®] PROSet/Wireless Software	16.1.5	C:\ProgramData\Package Cache\{aaf3655f-6961 -4be2-aa4e-6de4dc1dc8f4}	2015 Jul 06	367 MB
Ø	SAP Crystal Reports runtime engine for .NET Framework (64-bit)	13.0.12.1494	Not Defined	2015 Nov 25	215 MB
Ø	SAP Crystal Reports runtime engine for .NET Framework (32-bit)	13.0.12.1494	Not Defined	2015 Nov 25	202 MB
\bigcirc	EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2015 Nov 25	195 MB
Ø	Adobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 13	195 MB
Ø	Foxit Reader	8.0.0.624	C:\Program Files (x86)\Foxit Software\Foxit Reader	2016 Jun 28	179 MB
\bigcirc	ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 MB
\overline{O}	Java 8 Update 101 (64-bit)	8.0.1010.13	C:\Program Files\Java\jre1.8.0_101	2016 Jul 20	106 MB
\bigcirc	Java 8 Update 101	8.0.1010.13	C:\Program Files (x86)\Java\jre1.8.0_101	2016 Jul 20	93 MB
\bigcirc	Mozilla Firefox 47.0.1 (x86 en-US)	47.0.1	C:\Program Files (x86)\Mozilla Firefox	2015 Nov 05	92 MB
\bigcirc	Intel(R) WiDi	4.2.21.0	C:\Program Files\Intel Corporation\Intel WiDi	2015 Jul 06	84 MB
Ø	Intel(R) Processor Graphics	10.18.10.3412	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2015 Jul 06	74 MB
\overline{O}	Google Chrome	52.0.2743.82	Not Defined	2016 Jul 21	51 MB
\bigcirc	Power Manager	3.20.0008	C:\Program Files (x86)\Lenovo\PowerMgr	2015 Jul 06	45 MB
\bigcirc	Intel(R) PROSet/Wireless Software for Bluetooth(R) Technology(patch version 3.0.1332.1)	3.1.1307.0366	C:\Program Files (x86)\Intel\Bluetooth	2015 Jul 06	45 MB
Ø	Microsoft .NET Framework 4.5.2	4.5.51209	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.5.51209	2014 Nov 13	39 MB
\bigcirc	DisplayLink Core Software	7.5.54609.0	C:\Program Files\DisplayLink Core Software	2015 Jul 06	27 MB
Ø	Microsoft Visual C++ 2012 Redistributable (x64) - 11.0.61030	11.0.61030.0	C:\ProgramData\Package Cache\{ca67548a- 5ebe-413a-b50c-4b9ceb6d66c6}	2015 Jul 06	21 MB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 114 of 253

Software List



Application Name		Version	File Location	Installed	Size
Intel(R) Management Engi	ne Components	9.0.0.1323	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2015 Jul 06	20 MB
QMS_PDF_Printer (novaPI	OF 7.7 printer)	7.7.394	C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2015 Nov 25	20 MB
Intel(R) USB 3.0 eXtensible Driver	e Host Controller	2.5.0.19	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2015 Jul 06	18 MB
SHAREit		2.1.11.0	C:\Program Files (x86)\Lenovo\SHAREit	2015 Jul 06	18 MB
Microsoft Visual C++ 2010 Redistributable - 10.0.402		10.0.40219	Not Defined	2015 Jul 06	14 MB
 Microsoft Visual C++ 2010 Redistributable - 10.0.402 		10.0.40219	Not Defined	2015 Jul 06	11 MB
Create Recovery Media		1.20.0.00	C:\Program Files (x86)\Lenovo\Factory Recovery	2015 Jul 06	8 MB
LabTechAD		1.0.0	Not Defined	2015 Nov 05	8 MB
Adobe Flash Player 27 Act	iveX	27.0.0.130	Not Defined	2017 Oct 09	6 MB
7-Zip 16.02 (x64)		16.02	C:\Program Files\7-Zip	2016 Jun 06	5 MB
Microsoft Visual C++ 2005	5 Redistributable	8.0.56336	Not Defined	2015 Nov 25	3 MB
Message Center Plus		3.3.0004.00	C:\Program Files (x86)\Lenovo\Message Center Plus	2015 Jul 06	3 MB
ScreenConnect Client (429	955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
O MSXML 4.0 SP2 (KB973688	8)	4.20.9876.0	Not Defined	2016 Apr 28	1 MB
O MSXML 4.0 SP2 (KB954430	0)	4.20.9870.0	Not Defined	2016 Apr 21	1 MB
🕑 LBAI		1.0.0.8	C:\Program Files (x86)\Lenovo\LBAI	2015 Jul 06	1 MB
ScreenConnect Client (530	9622f739d9456)	5.3.9074.5646	Not Defined	2015 Nov 05	1 MB
Intel(R) Network Connection	ons Drivers	19.5	C:\Windows\system32	2009 Jul 14	916 KB
Microsoft Visual C++ 2008 x64 9.0.30729.6161	3 Redistributable -	9.0.30729.616 1	Not Defined	2015 Jul 06	788 KB
😧 Lenovo User Guide		1.0.0009.00	C:\ProgramData\Lenovo\userguides\viewer	2015 Jul 06	606 KB
 Microsoft Visual C++ 2008 x86 9.0.30729.6161 	3 Redistributable -	9.0.30729.616 1	Not Defined	2015 Jul 06	600 KB
Mozilla Maintenance Servi	ce	47.0.1	C:\Program Files (x86)\Mozilla Maintenance Service	2015 Nov 05	375 KB
Microsoft Visual C++ 2005	5 Redistributable	8.0.61001	Not Defined	2015 Nov 12	300 KB
🧿 GoTo Opener		1.0.467	Not Defined	2017 Sep 13	276 KB
Plex Manufacturing Cloud	x64 IE Settings	1.0.0	C:\Program Files\Plex Systems, Inc\Plex Manufacturing Cloud x64 IE Settings	2016 Apr 07	31 KB
Lenovo USB Graphics		7.5.54614.0	C:\Program Files\Lenovo USB Graphics	2015 Jul 06	24 KB
Realtek High Definition Au	idio Driver	6.0.1.7116	C:\Program Files\Realtek\Audio\HDA	2015 Jul 06	1 KB
Intel(R) Rapid Storage Tec	hnology	13.0.0.1098	C:\Program Files\Intel\Intel(R) Rapid Storage Technology	2015 Jul 06	1 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 115 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
\bigcirc	Lenovo USB3.0 to DVI VGA Monitor Adapter	1.07.17	C:\Program Files (x86)\Lenovo\USB3.0 DVI Adapter	2015 Jul 06	1 KB
$\overline{\bigcirc}$	GSview 5.0	5.0	C:\Program Files\Ghostgum\gsview	2017 May 30	1 KB
Ø	Adobe AIR	19.0.0.213	c:\Program Files (x86)\Common Files\Adobe AIR	2015 Jul 06	1 KB
$\overline{\bigcirc}$	Liaison EDI Notepad	8.0	C:\Program Files (x86)\Liaison\SHARED\Bin	2016 Apr 15	1 KB
\bigcirc	GPL Ghostscript	9.21	C:\Program Files (x86)\gs	2017 May 30	1 KB
\bigcirc	PCM3.0Agent	3.0.2014.0314	C:\Program Files (x86)\Lenovo\PCM3.0Agent	2015 Jul 06	1 KB
\bigcirc	Google Toolbar for Internet Explorer	7.5.6710.2136	C:\Program Files (x86)\Google\Google Toolbar	2017 Aug 04	1 KB
\bigcirc	GoToMeeting 8.14.0.7716	8.14.0.7716	C:\Program Files (x86)\GoToMeeting\7716	2017 Sep 30	1 KB
Ø	Microsoft Office Home and Business 2016 - en-us	16.0.8431.207 9	C:\Program Files (x86)\Microsoft Office	2015 Jul 06	1 KB
Ø	Windows Driver Package - Intel (e1dexpress) Net (11/25/2014 12.12.80.1920)	11/25/2014 12.12.80.1920	Not Defined	2017 Oct 09	0 KB
\bigcirc	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 26	0 KB
Ø	Windows Driver Package - Intel Corporation (igfx) Display (01/29/2014 10.18.10.3412)	01/29/2014 10.18.10.3412	Not Defined	2017 Oct 09	0 KB

October 9, 2017

TAENG1



Client	TecAirInc	Operating System		Windows 7 Professional x64
Location	Munster	Operating System		Service Pack 1
Computer	TAENG1	Apps Installed	41	
Nickname	TAENG1	Unclassified Apps	0	
Domain	tec-air	Blacklisted Apps	0	
Local IP Address	10.10.2.66	Total App Size	1.45 GB	

Installed Applications

Application Name Version File Location Installed Size SAP Crystal Reports runtime engine for .NET 13.0.12.1494 Not Defined 2016 Jul 27 215 MB Framework (64-bit) 2016 Jul 27 202 MB SAP Crystal Reports runtime engine for .NET 13.0.12.1494 Not Defined Framework (32-bit) Microsoft Silverlight 5.1.50907.0 2017 Jul 25 200 MB c:\Program Files\Microsoft Silverlight EnterpriselQ Client 11.0.0.0 C:\Program Files (x86)\IQMS\IQWin32 2016 Jul 27 195 MB C:\Program Files (x86)\Foxit Software\Foxit Foxit Reader 8.0.0.624 2016 Jul 26 179 MB Reader ESET Endpoint Antivirus 6.6.2052.0 C:\Program Files\ESET\ESET Endpoint Antivirus 2017 Oct 04 137 MB C:\Program Files (x86)\Intel\Intel(R) Processor Intel(R) Processor Graphics 9.18.10.3220 2016 Jul 26 74 MB Ø Graphics Google Chrome 61.0.3163.100 Not Defined 2016 Jul 26 51 MB \bigcirc Microsoft .NET Framework 4.6.1 4.6.01055 C:\Windows\Microsoft.NET\Framework64\v4.0.3 2016 Jul 26 39 MB Ø 0319\SetupCache\v4.6.01055 Java 8 Update 121 (64-bit) 8.0.1210.13 C:\Program Files\Java\jre1.8.0_121 2017 Jan 17 29 MB Java 8 Update 121 C:\Program Files (x86)\Java\jre1.8.0_121 2017 Jan 17 8.0.1210.13 27 MB Intel(R) Management Engine Components 9.0.0.1323 C:\Program Files (x86)\Intel\Intel(R) 2016 Jul 26 20 MB Ø Management Engine Components Skype[™] 6.0 6.0.126 C:\Program Files (x86)\Skype 2016 Jul 26 20 MB IQMS_PDF_Printer (novaPDF 7.7 printer) 7.7.394 C:\Program Files (x86)\IQMS\IQWin32\IQPDF 2016 Jul 27 20 MB Ø Printer Adobe Flash Player 22 ActiveX 22.0.0.210 Not Defined 2017 Oct 06 19 MB Intel(R) USB 3.0 eXtensible Host Controller 2.5.0.19 C:\Program Files (x86)\Intel\Intel(R) USB 3.0 2016 Jul 26 18 MB Driver eXtensible Host Controller Driver Microsoft Visual C++ 2010 x64 10.0.40219 Not Defined 2016 Jul 28 14 MB Redistributable - 10.0.40219 Microsoft Visual C++ 2010 x86 10.0.40219 Not Defined 2016 Jul 28 11 MB Redistributable - 10.0.40219 7-Zip 16.02 (x64) 16.02 2016 Jul 26 C:\Program Files\7-Zip 5 MB



Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 117 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
\bigcirc	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 03	2 MB
\bigcirc	Microsoft SQL Server 2005 Compact Edition [ENU]	3.1.0000	C:\Program Files (x86)\Microsoft SQL Server Compact Edition	2013 Aug 06	2 MB
\overline{O}	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2016 Jul 26	1 MB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2016 Jul 28	600 KB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17	9.0.30729	Not Defined	2013 Aug 06	596 KB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2016 Jul 28	300 KB
\overline{O}	Acer Updater	1.02.3502	C:\Program Files\Acer\Acer Updater	2013 Aug 06	1 KB
\bigcirc	Adobe Shockwave Player 12.2	12.2.4.194	C:\Windows\SysWOW64\Adobe	2016 Jul 26	1 KB
Ø	Windows Live Essentials	15.4.3538.051 3	C:\Program Files (x86)\Windows Live	2013 Aug 06	1 KB
\bigcirc	Realtek High Definition Audio Driver	6.0.1.6878	C:\Program Files\Realtek\Audio\HDA	2016 Jul 26	1 KB
\bigcirc	Realtek Ethernet Controller Driver	7.73.618.2013	C:\Program Files (x86)\Realtek\NICDRV_8169	2016 Jul 26	1 KB
\bigcirc	Acer Registration	1.04.3506	C:\Program Files (x86)\Acer\Registration	2013 Aug 06	1 KB
Ø	Microsoft Office Home and Business 2013 - en-us	15.0.4963.100 2	C:\Program Files\Microsoft Office 15	2016 Jul 26	1 KB
\bigcirc	Microsoft Visual Studio 2010 Tools for Office Runtime (x64)	10.0.50903	c:\Program Files\Common Files\Microsoft Shared\VSTO\10.0	2016 Jul 28	1 KB
\bigcirc	Intel(R) SDK for OpenCL - CPU Only Runtime Package	3.0.0.66956	C:\Program Files (x86)\Intel\OpenCL SDK\3.0	2016 Jul 26	1 KB
\bigcirc	Intel(R) Rapid Storage Technology	12.8.0.1016	C:\Program Files\Intel\Intel(R) Rapid Storage Technology	2016 Jul 26	1 KB
\bigcirc	Acer eRecovery Management	5.01.3511	C:\Program Files\Acer\Acer eRecovery Management	2016 Jul 26	1 KB
\bigcirc	Acer Framework	3.00.5500	C:\Program Files\Acer\Empowering Technology	2013 Aug 06	1 KB
$\overline{\mathcal{O}}$	Welcome Center	1.02.3507	C:\Program Files (x86)\Acer\Welcome Center	2013 Aug 06	1 KB
\bigcirc	Adobe AIR	22.0.0.153	c:\Program Files (x86)\Common Files\Adobe AIR	2016 Jul 26	1 KB
\bigcirc	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KB
\bigcirc	Cisco WebEx Meetings		Not Defined	2017 Oct 06	0 KB

October 9, 2017

TAENG2



Client	TecAirInc
Location	Munster
Computer	TAENG2
Nickname	TAENG2
Domain	tec-air
Local IP Address	10.10.2.108

Software Summary

Operating System	
Apps Installed	53
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	4 GB

Windows 7 Professional x64 Service Pack 1

MPACT

Арр	blication Name	Version	File Location	Installed	Size
$\overline{\heartsuit}$	Microsoft Office Visio Professional 2003	11.0.8173.0	Not Defined	2016 Sep 27	684 MB
\bigcirc	Foxit PhantomPDF Business	7.1.5.425	C:\Program Files (x86)\Foxit Software\Foxit PhantomPDF	2015 Jun 15	614 MB
\bigcirc	Adobe Acrobat 6.0 Standard	006.000.000	C:\Program Files (x86)\Adobe\Acrobat 6.0	2014 Nov 26	439 MB
\bigcirc	Microsoft Silverlight	5.1.50907.0	C:\Program Files\Microsoft Silverlight	2017 Jun 27	398 MB
Ø	SAP Crystal Reports runtime engine for .NET Framework 4 (64-bit)	13.0.4.705	Not Defined	2014 Sep 12	207 MB
0	SAP Crystal Reports runtime engine for .NET Framework 4 (32-bit)	13.0.4.705	Not Defined	2014 Sep 12	195 MB
Ø	Adobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 13	195 MB
\bigcirc	JT2Go	10.1.14176	C:\Program Files (x86)\Siemens\JT2Go	2014 Sep 12	175 MB
\bigcirc	EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2014 Sep 12	173 MB
\bigcirc	ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 MB
\overline{O}	Java 7 Update 79	7.0.790	C:\Program Files (x86)\Java\jre7	2015 Apr 15	121 MB
\overline{O}	Java 7 Update 79 (64-bit)	7.0.790	C:\Program Files\Java\jre7	2015 Apr 15	119 MB
\overline{O}	Java 8 Update 101 (64-bit)	8.0.1010.13	C:\Program Files\Java\jre1.8.0_101	2016 Jul 20	106 MB
\overline{O}	Java 8 Update 101	8.0.1010.13	C:\Program Files (x86)\Java\jre1.8.0_101	2016 Jul 20	93 MB
\bigcirc	Mozilla Firefox 47.0.1 (x86 en-US)	47.0.1	C:\Program Files (x86)\Mozilla Firefox	2014 Sep 16	92 MB
Ø	Intel(R) Processor Graphics	9.18.10.3220	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2014 Jun 07	74 MB
\bigcirc	Google Chrome	52.0.2743.82	Not Defined	2016 Jul 21	51 MB
Ø	Microsoft .NET Framework 4.5	4.5.50709	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache	2014 Jun 07	39 MB
\bigcirc	Intel(R) Management Engine Components	9.0.0.1323	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2014 Jun 07	20 MB
\bigcirc	Skype™ 6.0	6.0.126	C:\Program Files (x86)\Skype	2014 Jun 06	20 MB
\bigcirc	IQMS_PDF_Printer (novaPDF 7.3 printer)		C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2014 Sep 12	19 MB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 119 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
$\overline{\bigcirc}$	b-PAC3 Client Component	3.1.001	C:\Program Files (x86)\Brother bPAC3 SDK	2015 Jul 10	19 MB
\overline{O}	Adobe Flash Player 22 NPAPI	22.0.0.209	Not Defined	2017 Oct 09	19 MB
\bigcirc	Adobe Flash Player 22 ActiveX	22.0.0.210	Not Defined	2017 Oct 09	19 MB
Ø	Intel(R) USB 3.0 eXtensible Host Controller Driver	2.5.0.19	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2014 Jun 07	18 MB
\overline{O}	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Feb 17	14 MB
\bigcirc	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Feb 17	11 MB
\bigcirc	LabTechAD	1.0.0	Not Defined	2014 Sep 12	7 MB
\overline{O}	7-Zip 9.20 (x64 edition)	9.20.00.0	Not Defined	2014 Sep 12	5 MB
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
$\overline{\bigcirc}$	Microsoft SQL Server 2005 Compact Edition [ENU]	3.1.0000	C:\Program Files (x86)\Microsoft SQL Server Compact Edition	2013 Aug 06	2 MB
$\overline{\bigcirc}$	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2014 Sep 23	600 KB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.5026	9.0.30729.502 6	Not Defined	2014 Sep 12	597 KB
\overline{O}	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17	9.0.30729	Not Defined	2013 Aug 06	596 KB
\bigcirc	Mozilla Maintenance Service	47.0.1	C:\Program Files (x86)\Mozilla Maintenance Service	2014 Sep 16	375 KB
\bigcirc	Welcome Center	1.02.3507	C:\Program Files (x86)\Acer\Welcome Center	2013 Aug 06	1 KB
\overline{O}	Realtek Ethernet Controller Driver	7.73.618.2013	C:\Program Files (x86)\Realtek\NICDRV_8169	2014 Jun 06	1 KB
Ø	Intel(R) SDK for OpenCL - CPU Only Runtime Package	3.0.0.66956	C:\Program Files (x86)\Intel\OpenCL SDK\3.0	2014 Jun 07	1 KB
$\overline{\bigcirc}$	Microsoft Access Runtime 2013	15.0.4569.150 6	C:\Program Files (x86)\Microsoft Office	2014 Jun 07	1 KB
\bigcirc	Intel(R) Rapid Storage Technology	12.8.0.1016	C:\Program Files\Intel\Intel(R) Rapid Storage Technology	2014 Jun 07	1 KB
\bigcirc	Acer Registration	1.04.3506	C:\Program Files (x86)\Acer\Registration	2013 Aug 06	1 KB
\overline{O}	Acer Updater	1.02.3502	C:\Program Files\Acer\Acer Updater	2013 Aug 06	1 KB
\bigcirc	Adobe AIR	15.0.0.249	c:\Program Files (x86)\Common Files\Adobe AIR	2014 Sep 12	1 KB
\bigcirc	Microsoft Office Home and Business 2013 - en-us	15.0.4963.100 2	C:\Program Files\Microsoft Office 15	2014 Sep 12	1 KB
Ø	Acer eRecovery Management	5.01.3511	C:\Program Files\Acer\Acer eRecovery Management	2014 Jun 06	1 KB
\bigcirc	Realtek High Definition Audio Driver	6.0.1.6878	C:\Program Files\Realtek\Audio\HDA	2014 Jun 06	1 KB
\bigcirc	Microsoft Visual Studio 2010 Tools for Office Runtime (x64)	10.0.50903	C:\Program Files\Common Files\Microsoft Shared\VSTO\10.0	2015 Feb 17	1 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 120 of 253

Software List



Application Name	Version	File Location	Installed	Size
Acer Framework	3.00.5500	C:\Program Files\Acer\Empowering Technology	2013 Aug 06	1 KB
O Windows Live Essentials	15.4.3538.051 3	C:\Program Files (x86)\Windows Live	2013 Aug 06	1 KB
TeamViewer 8	8.0.44109	C:\Program Files (x86)\TeamViewer\Version8	2015 Sep 17	1 KB
ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KB
Total Access Memo 2007 Runtime		Not Defined	2017 Oct 09	0 KB

October 9, 2017

TAFIELD2



Client	TecAirInc
Location	Munster
Computer	TAFIELD2
Nickname	TAFIELD2
Domain	tec-air
Local IP Address	10.10.2.118

Software Summary

Operating System	
Apps Installed	65
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	2.16 GB

Windows 7 Professional x64 Service Pack 1

MPACT

Арр	plication Name	Version	File Location	Installed	Size
Ø	Intel [®] PROSet/Wireless Software	17.13.11	C:\ProgramData\Package Cache\{a9888f41- 68ae-43df-bd7d-d93405a44106}	2015 Jul 29	252 MB
\bigcirc	SAP Crystal Reports runtime engine for .NET Framework (64-bit)	13.0.12.1494	Not Defined	2015 Aug 12	215 MB
\bigcirc	SAP Crystal Reports runtime engine for .NET Framework (32-bit)	13.0.12.1494	Not Defined	2015 Aug 12	202 MB
\bigcirc	Free Viewer	2.5	C:\Program Files\Free Viewer	2015 Aug 21	199 MB
\bigcirc	EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2015 Aug 12	195 MB
\bigcirc	Adobe Acrobat Reader DC	15.016.20041	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 May 19	195 MB
\bigcirc	Lenovo Solution Center	3.3.002.00	C:\Program Files\Lenovo\Lenovo Solution Center	2016 Apr 28	141 MB
\bigcirc	GoLabel	1.0.290	Not Defined	2017 Jul 10	136 MB
\overline{O}	ESET Endpoint Antivirus	5.0.2228.1	C:\Program Files\ESET\ESET Endpoint Antivirus	2015 Aug 12	79 MB
\overline{O}	Intel(R) WiDi	5.0.32.0	C:\Program Files\Intel Corporation\Intel WiDi	2015 Jul 28	78 MB
\bigcirc	Intel(R) Processor Graphics	10.18.14.4029	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2015 Jul 29	74 MB
\overline{O}	Intel(R) Wireless Bluetooth(R)(patch version 17.1.1431.1)	17.1.1407.048 0	C:\Program Files (x86)\Intel\Bluetooth	2015 Jul 28	41 MB
\bigcirc	Microsoft .NET Framework 4.5.2	4.5.51209	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.5.51209	2014 Nov 13	39 MB
\bigcirc	DisplayLink Core Software	7.5.54609.0	C:\Program Files\DisplayLink Core Software	2015 Jul 28	27 MB
\bigcirc	ThinkPad UltraNav Driver	8.216.1616.11 4	C:\Program Files\Apoint2K	2015 Jul 29	26 MB
\bigcirc	Intel(R) Update Manager	3.4.1942	Not Defined	2017 Mar 22	23 MB
\bigcirc	Microsoft Visual C++ 2012 Redistributable (x64) - 11.0.61030	11.0.61030.0	C:\ProgramData\Package Cache\{ca67548a- 5ebe-413a-b50c-4b9ceb6d66c6}	2015 Jul 29	21 MB
Ø	IQMS_PDF_Printer (novaPDF 7.7 printer)	7.7.394	C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2015 Aug 12	20 MB
Ø	Lenovo System Update	5.07.0022	C:\Program Files (x86)\Lenovo\System Update	2016 Feb 10	19 MB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 122 of 253

Software List



Ap	olication Name	Version	File Location	Installed	Size
\bigcirc	Adobe Flash Player 21 ActiveX	21.0.0.242	Not Defined	2017 Oct 05	19 MB
0	Intel(R) USB 3.0 eXtensible Host Controller Driver	3.0.3.60	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2015 Jul 29	18 MB
Ø	Lenovo Communications Utility	3.1.16.0	C:\Program Files\Lenovo\Communications Utility	2015 Jul 28	18 MB
Ø	REACHit	2.5.005.12	C:\Program Files (x86)\Lenovo\REACHit	2016 May 27	18 MB
0	Microsoft Visual C++ 2012 Redistributable (x86) - 11.0.61030	11.0.61030.0	C:\ProgramData\Package Cache\{33d1fd90- 4274-48a1-9bc1-97e33d9c2d6f}	2015 Aug 21	17 MB
\bigcirc	Lenovo Fingerprint Manager	4.5.327.0	C:\Program Files\Synaptics	2016 Feb 10	15 MB
Ø	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2017 May 26	14 MB
\bigcirc	SHAREit	3.2.0.543	C:\Program Files (x86)\Lenovo\SHAREit	2016 Mar 10	13 MB
\bigcirc	Lenovo QuickControl	2.40	C:\Program Files (x86)\Lenovo\QuickControl	2015 Jul 28	12 MB
0	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2017 May 26	11 MB
0	Microsoft Office File Validation Add-In	14.0.5130.500 3	Not Defined	2017 Jun 06	11 MB
Ø	Lenovo Power Management Driver	1.67.10.17	Not Defined	2017 Oct 05	10 MB
\bigcirc	Lenovo Peer Connect SDK	1.0.0.7	C:\Program Files\Lenovo\Lenovo Peer Connect	2015 Jul 28	10 MB
\bigcirc	ThinkVantage Active Protection System	1.80.03.00	C:\Program Files (x86)	2015 Jul 28	9 MB
\bigcirc	Create Recovery Media	1.20.0.00	C:\Program Files (x86)\Lenovo\Factory Recovery	2015 Jul 28	8 MB
\bigcirc	LabTechAD	1.0.0	Not Defined	2015 Aug 12	8 MB
\overline{O}	Integrated Camera	3.4.7.36	C:\Program Files (x86)\Integrated Camera	2015 Jul 29	7 MB
Ø	Message Center Plus	3.4.0001.00	C:\Program Files (x86)\Lenovo\Message Center Plus	2015 Aug 14	2 MB
\bigcirc	Lenovo Warranty Information	1.0.0011.00	C:\Program Files (x86)\Lenovo\Warranty Viewer	2015 Jul 28	2 MB
0	Dolby Advanced Audio v2	7.2.8000.17	C:\Program Files (x86)\Dolby Advanced Audio v2	2015 Jul 28	2 MB
\bigcirc	Lenovo PowerENGAGE	2.51.0040	C:\Program Files (x86)\Lenovo Registration	2015 Jul 28	2 MB
0	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 09	2 MB
\bigcirc	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB
\bigcirc	Lenovo User Guide	1.0.0009.00	C:\ProgramData\Lenovo\userguides\viewer	2015 Jul 28	606 KB
0	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2015 Sep 22	598 KB
0	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17	9.0.30729	Not Defined	2015 Jul 28	596 KB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2015 Aug 13	300 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.4048	9.0.30729.404 8	Not Defined	2017 Jun 22	236 KB
\bigcirc	Lenovo USB Graphics	7.5.54614.0	C:\Program Files\Lenovo USB Graphics	2015 Jul 28	24 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 123 of 253

Software List



Арр	plication Name	Version	File Location	Installed	Size
Ø	Microsoft Office Home and Business 2013 - en-us	15.0.4963.100 2	C:\Program Files\Microsoft Office 15	2015 Aug 12	1 KB
\bigcirc	Lenovo Auto Scroll Utility	2.12	C:\Program Files\Lenovo\VIRTSCRL	2015 Jul 29	1 KB
\bigcirc	On Screen Display	8.51.00	C:\Program Files\Lenovo\HOTKEY	2015 Jul 29	1 KB
Ø	Adobe AIR	21.0.0.198	C:\Program Files (x86)\Common Files\Adobe AIR	2015 Jul 29	1 KB
Ø	Thinkpad USB 3.0 Ethernet Adapter Driver	7.4.911.2013	C:\Program Files (x86)\Lenovo\Thinkpad USB 3.0 Ethernet Adapter Driver	2015 Jul 28	1 KB
Ø	Intel(R) Management Engine Components	10.0.30.1072	C:\Program Files\Intel\Intel(R) Management Engine Components	2015 Jul 29	1 KB
Ø	Microsoft Office Enterprise 2007	12.0.6612.100 0	C:\Program Files (x86)\Microsoft Office	2015 Jul 29	1 KB
Ø	Realtek Card Reader	6.3.9600.2124 7	C:\Program Files (x86)\Realtek\Realtek Card Reader	2015 Jul 28	1 KB
Ø	Microsoft Visual Studio 2010 Tools for Office Runtime (x64)	10.0.50903	c:\Program Files\Common Files\Microsoft Shared\VSTO\10.0	2017 May 26	1 KB
Ø	Lenovo USB3.0 to DVI VGA Monitor Adapter	1.07.17	C:\Program Files (x86)\Lenovo\USB3.0 DVI Adapter	2015 Jul 28	1 KB
\bigcirc	Power Manager	6.68.10	C:\Program Files (x86)\ThinkPad\Utilities	2015 Jul 29	1 KB
\bigcirc	ThinkPad OneLink Dock	1.08.30	C:\Program Files (x86)\Lenovo\OneLink Dock	2015 Jul 28	1 KB
Ø	Conexant HD Audio	8.65.48.56	C:\Program Files\CONEXANT\CNXT_AUDIO_HDA	2015 Jul 29	1 KB
Ø	Microsoft Visual C++ 2012 Redistributable (x64) - 11.0.60610	11.0.60610.1	C:\ProgramData\Package Cache\{a1909659- 0a08-4554-8af1-2175904903a1}	2015 Jul 29	1 KB
Ø	Windows Driver Package - Intel Corporation (iaStorA) HDC (08/22/2014 13.5.0.1056)	08/22/2014 13.5.0.1056	Not Defined	2017 Oct 05	0 KB
Ø	Windows Driver Package - Lenovo 1.67.09.03 (11/07/2014 1.67.09.03)	11/07/2014 1.67.09.03	Not Defined	2017 Oct 05	0 KB
Ø	Windows Driver Package - Intel (e1dexpress) Net (09/29/2014 12.12.80.19)	09/29/2014 12.12.80.19	Not Defined	2017 Oct 05	0 KB

October 9, 2017

TAFIN01 Identification



Client	TecAirInc	Operating System		Windows 7 Professional x64
Location	Munster			Service Pack 1
Computer	TAFIN01	Apps Installed	54	
Nickname	TAFIN01	Unclassified Apps	0	
Domain	tec-air	Blacklisted Apps	0	
Local IP Address	10.10.2.148	Total App Size	1.86 GB	

Installed Applications

Application Name Version File Location Installed Size SAP Crystal Reports runtime engine for .NET 13.0.14.1720 Not Defined 2015 Sep 10 215 MB Framework (64-bit) SAP Crystal Reports runtime engine for .NET 13.0.14.1720 Not Defined 2015 Sep 10 202 MB Framework (32-bit) 2016 Jul 13 Adobe Acrobat Reader DC 15.017.20050 C:\Program Files (x86)\Adobe\Acrobat Reader 195 MB DC \Box Foxit Reader 8.0.0.624 C:\Program Files (x86)\Foxit Software\Foxit 2016 Jun 28 179 MB Reader EnterpriselQ Client 11.0.0.0 C:\Program Files (x86)\IQMS\IQWin32 2014 Sep 19 173 MB 6.6.2052.0 C:\Program Files\ESET\ESET Endpoint Antivirus ESET Endpoint Antivirus 2017 Oct 04 137 MB 🧭 Java 7 Update 79 7.0.790 C:\Program Files (x86)\Java\jre7 2015 Apr 15 121 MB Java 7 Update 79 (64-bit) 7.0.790 C:\Program Files\Java\jre7 2015 Apr 15 119 MB 🧭 Java 8 Update 101 (64-bit) 8.0.1010.13 C:\Program Files\Java\jre1.8.0 101 2016 Jul 20 106 MB Java 8 Update 101 8.0.1010.13 C:\Program Files (x86)\Java\jre1.8.0_101 2016 Jul 20 93 MB Intel(R) Processor Graphics 9.18.10.3220 C:\Program Files (x86)\Intel\Intel(R) Processor 2014 Jun 07 74 MB Graphics Ø Microsoft Silverlight 5.1.50907.0 C:\Program Files\Microsoft Silverlight 2017 Jun 28 51 MB Google Chrome 52.0.2743.82 Not Defined 2016 Jul 21 51 MB Microsoft .NET Framework 4.5 4.5.50709 C:\Windows\Microsoft.NET\Framework64\v4.0.3 2014 Jun 07 39 MB Ø 0319\SetupCache Ø Intel(R) Management Engine Components 9.0.0.1323 C:\Program Files (x86)\Intel\Intel(R) 2014 Jun 07 20 MB Management Engine Components Skype[™] 6.0 6.0.126 C:\Program Files (x86)\Skype 2014 Jun 06 20 MB C:\Program Files (x86)\IQMS\IQWin32\IQPDF IQMS_PDF_Printer (novaPDF 7.3 printer) 2014 Sep 19 19 MB \bigcirc Printer Adobe Flash Player 22 ActiveX 22.0.0.210 Not Defined 2017 Oct 09 19 MB Intel(R) USB 3.0 eXtensible Host Controller 2.5.0.19 C:\Program Files (x86)\Intel\Intel(R) USB 3.0 2014 Jun 07 18 MB Driver eXtensible Host Controller Driver Microsoft Visual C++ 2010 x64 10.0.40219 Not Defined 2015 Feb 17 14 MB \bigcirc Redistributable - 10.0.40219





Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 125 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
\bigcirc	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Feb 17	11 MB
\bigcirc	LabTechAD	1.0.0	Not Defined	2014 Sep 19	7 MB
\bigcirc	7-Zip 16.02 (x64)	16.02	C:\Program Files\7-Zip	2016 Jun 06	5 MB
\bigcirc	UltraVnc	1.2.1.5	C:\Program Files\uvnc bvba\UltraVNC	2017 Aug 01	4 MB
\bigcirc	UltraVnc	1.2.0.4	C:\Program Files (x86)\uvnc bvba\UltraVNC	2014 Dec 03	2 MB
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
\overline{O}	Microsoft SQL Server 2005 Compact Edition [ENU]	3.1.0000	C:\Program Files (x86)\Microsoft SQL Server Compact Edition	2013 Aug 06	2 MB
\bigcirc	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB
\bigcirc	TightVNC	2.7.10.0	Not Defined	2014 Dec 03	845 KB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2014 Sep 23	600 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17	9.0.30729	Not Defined	2013 Aug 06	596 KB
\bigcirc	Citrix Online Launcher	1.0.335	Not Defined	2015 Jul 15	302 KB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2014 Sep 23	300 KB
\bigcirc	Keyscan System VII Client	7.0.22	C:\Program Files (x86)\Keyscan7	2016 Mar 09	1 KB
\bigcirc	Intel(R) Rapid Storage Technology	12.8.0.1016	C:\Program Files\Intel\Intel(R) Rapid Storage Technology	2014 Jun 07	1 KB
\bigcirc	GoToMeeting 8.14.0.7716	8.14.0.7716	C:\Program Files (x86)\GoToMeeting\7716	2017 Sep 30	1 KB
\bigcirc	Welcome Center	1.02.3507	C:\Program Files (x86)\Acer\Welcome Center	2013 Aug 06	1 KB
$\overline{\bigcirc}$	Microsoft Office Home and Business 2013 - en-us	15.0.4963.100 2	C:\Program Files\Microsoft Office 15	2014 Sep 19	1 KB
\bigcirc	Adobe AIR	15.0.0.249	c:\Program Files (x86)\Common Files\Adobe AIR	2014 Sep 19	1 KB
Ø	Microsoft Visual Studio 2010 Tools for Office Runtime (x64)	10.0.50903	C:\Program Files\Common Files\Microsoft Shared\VSTO\10.0	2015 Feb 17	1 KB
\bigcirc	Realtek Ethernet Controller Driver	7.73.618.2013	C:\Program Files (x86)\Realtek\NICDRV_8169	2014 Jun 06	1 KB
\bigcirc	Adobe Shockwave Player 12.1	12.1.3.153	C:\Windows\SysWOW64\Adobe	2014 Sep 19	1 KB
\bigcirc	TeamViewer 8	8.0.44109	C:\Program Files (x86)\TeamViewer\Version8	2015 Sep 21	1 KB
\overline{O}	Windows Live Essentials	15.4.3538.051 3	C:\Program Files (x86)\Windows Live	2013 Aug 06	1 KB
\bigcirc	Acer Updater	1.02.3502	C:\Program Files\Acer\Acer Updater	2013 Aug 06	1 KB
\bigcirc	Acer Registration	1.04.3506	C:\Program Files (x86)\Acer\Registration	2013 Aug 06	1 KB
\bigcirc	Realtek High Definition Audio Driver	6.0.1.6878	C:\Program Files\Realtek\Audio\HDA	2014 Jun 06	1 KB
Ø	Acer eRecovery Management	5.01.3511	C:\Program Files\Acer\Acer eRecovery Management	2014 Jun 06	1 KB
Ø	Intel(R) SDK for OpenCL - CPU Only Runtime Package	3.0.0.66956	C:\Program Files (x86)\Intel\OpenCL SDK\3.0	2014 Jun 07	1 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 126 of 253

Software List



Application Name	Version	File Location	Installed	Size
Acer Framework	3.00.5500	C:\Program Files\Acer\Empowering Technology	2013 Aug 06	1 KB
🤣 Dropbox	36.4.22	C:\Program Files (x86)\Dropbox\Client	2015 Sep 16	1 KB
SET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KB
Cisco WebEx Meetings		Not Defined	2017 Oct 09	0 KB
Ducent Intuity Message Manager		Not Defined	2017 Oct 09	0 KB

October 9, 2017

TAFIN2 Identification

Client



Location	Munster
Computer	TAFIN2
Nickname	TAFIN2
Domain	tec-air
Local IP Address	10.10.2.73

Software Summary

Operating System	
Apps Installed	59
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	3.94 GB

Windows 7 Professional x64 Service Pack 1

Application Name	Version	File Location	Installed	Size
Windows XP Mode	1.3.7600.1642 3	Not Defined	2015 Jan 30	1.13 GB
Nitro Pro 9	9.0.6.20	Not Defined	2014 Sep 23	526 MB
Ø Microsoft Silverlight	5.1.50907.0	c:\Program Files\Microsoft Silverlight	2017 Jun 27	349 MB
Intel® PROSet/Wireless Software	15.6.1	C:\ProgramData\Package Cache\{fad118b4-798f -4755-9e67-a622eec95b62}	2014 Sep 23	324 MB
SAP Crystal Reports runtime engine for .NET Framework 4 (64-bit)	13.0.4.705	Not Defined	2015 Jan 30	207 MB
SAP Crystal Reports runtime engine for .NET Framework 4 (32-bit)	13.0.4.705	Not Defined	2015 Jan 30	195 MB
Adobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 13	195 MB
EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2015 Jan 30	173 MB
ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 MB
Ø Mozilla Firefox 55.0.3 (x64 en-US)	55.0.3	C:\Program Files\Mozilla Firefox	2017 Sep 28	133 MB
🤣 Java 8 Update 144	8.0.1440.1	C:\Program Files (x86)\Java\jre1.8.0_144	2017 Sep 28	95 MB
Intel(R) Processor Graphics	10.18.10.3412	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2014 Sep 23	74 MB
😧 Lenovo Reach	1.1.3.7	C:\Program Files (x86)\Lenovo\Lenovo Reach	2014 Sep 23	57 MB
Google Chrome	52.0.2743.82	Not Defined	2016 Jul 22	51 MB
🤣 Power Manager	3.20.0008	C:\Program Files (x86)\Lenovo\PowerMgr	2014 Sep 23	45 MB
O Microsoft .NET Framework 4.5.2	4.5.51209	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.5.51209	2015 Jan 30	39 MB
View Management Utility	3.0.1.2012092 1	C:\Program Files\Lenovo\View Management Utility	2014 Sep 23	33 MB
DisplayLink Core Software	7.5.54609.0	C:\Program Files\DisplayLink Core Software	2014 Sep 23	27 MB
Intel(R) Management Engine Components	9.0.0.1323	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2014 Sep 23	20 MB
ThinkVantage Communications Utility	3.0.42.0	C:\Program Files\Lenovo\Communications Utility	2014 Sep 23	20 MB



Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 128 of 253

Software List



App	lication Name	Version	File Location	Installed	Size
\bigcirc	Adobe Flash Player 27 ActiveX	27.0.0.130	Not Defined	2017 Oct 09	20 MB
Ø	IQMS_PDF_Printer (novaPDF 7.3 printer)		C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2015 Jan 30	19 MB
\bigcirc	Intel(R) USB 3.0 eXtensible Host Controller Driver	2.5.0.19	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2014 Sep 23	18 MB
\bigcirc	Microsoft Visual C++ 2012 Redistributable (x86) - 11.0.60610	11.0.60610.1	C:\ProgramData\Package Cache\{95716cce-fc71 -413f-8ad5-56c2892d4b3a}	2014 Sep 23	17 MB
\bigcirc	Lenovo System Update	5.07.0003	Not Defined	2015 Aug 04	17 MB
Ø	USB Enhanced Performance Keyboard	2.0.2.2	C:\Program Files\Lenovo\USB Enhanced Performance Keyboard	2015 Mar 04	15 MB
Ø	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 May 12	14 MB
Ø	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 May 12	11 MB
\bigcirc	Create Recovery Media	1.20.0.00	C:\Program Files (x86)\Lenovo\Factory Recovery	2014 Sep 23	8 MB
\bigcirc	LabTechAD	1.0.0	Not Defined	2015 Jan 30	7 MB
\bigcirc	7-Zip 16.02 (x64)	16.02	C:\Program Files\7-Zip	2016 Jun 06	5 MB
$\overline{\mathbf{O}}$	Lenovo Registration	1.0.3	C:\Program Files (x86)\Lenovo Registration	2014 Sep 23	4 MB
Ø	Message Center Plus	3.1.0004.00	C:\Program Files (x86)\Lenovo\Message Center Plus	2014 Sep 23	4 MB
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
\bigcirc	Lenovo Patch Utility 64 bit	1.3.1.1	C:\Program Files\Common Files	2014 Sep 23	1 MB
$\overline{\mathbf{O}}$	LBAI	1.0.0.8	C:\Program Files (x86)\Lenovo\LBAI	2014 Sep 23	1 MB
\bigcirc	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB
$\overline{\mathbf{O}}$	Intel(R) Network Connections Drivers	19.1	C:\Windows\system32	2009 Jul 14	916 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.6161	9.0.30729.616 1	Not Defined	2014 Sep 23	788 KB
\bigcirc	Lenovo User Guide	1.0.0008.00	C:\ProgramData\Lenovo\userguides\viewer	2014 Sep 23	606 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2014 Sep 23	600 KB
\overline{O}	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2015 May 12	300 KB
Ø	Mozilla Maintenance Service	55.0.3	C:\Program Files (x86)\Mozilla Maintenance Service	2017 Sep 28	278 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.4148	9.0.30729.414 8	Not Defined	2014 Sep 23	240 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.4148	9.0.30729.414 8	Not Defined	2014 Sep 23	232 KB
\bigcirc	Lenovo USB Graphics	7.5.54614.0	C:\Program Files\Lenovo USB Graphics	2014 Sep 23	24 KB
\bigcirc	Adobe AIR	17.0.0.144	c:\Program Files (x86)\Common Files\Adobe AIR	2014 Sep 23	1 KB
$\overline{\bigcirc}$	Adobe Shockwave Player 12.1	12.1.6.156	C:\Windows\SysWOW64\Adobe	2015 Jan 30	1 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 129 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
\bigcirc	TeamViewer 10	10.0.47484	C:\Program Files (x86)\TeamViewer	2015 Dec 29	1 KB
Ø	Intel(R) Rapid Storage Technology	13.0.0.1098	C:\Program Files\Intel\Intel(R) Rapid Storage Technology	2014 Sep 23	1 KB
Ø	Microsoft Office Home and Business 2013 - en-us	15.0.4963.100 2	C:\Program Files\Microsoft Office 15	2015 Jan 30	1 KB
Ø	Microsoft Visual Studio 2010 Tools for Office Runtime (x64)	10.0.50903	c:\Program Files\Common Files\Microsoft Shared\VSTO\10.0	2015 May 12	1 KB
\bigcirc	Lenovo SHAREit	2.0.4.0	C:\Program Files (x86)\Lenovo\SHAREit	2014 Sep 23	1 KB
\bigcirc	PCM3.0Agent	3.0.2014.0314	C:\Program Files (x86)\Lenovo\PCM3.0Agent	2014 Sep 23	1 KB
\bigcirc	Realtek High Definition Audio Driver	6.0.1.7116	C:\Program Files\Realtek\Audio\HDA	2014 Sep 23	1 KB
Ø	Lenovo USB3.0 to DVI VGA Monitor Adapter	1.07.17	C:\Program Files (x86)\Lenovo\USB3.0 DVI Adapter	2014 Sep 23	1 KB
Ø	Windows Driver Package - Intel (e1dexpress) Net (02/26/2013 12.6.47.0)	02/26/2013 12.6.47.0	Not Defined	2017 Oct 09	0 KB
\bigcirc	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KB
0	Windows Driver Package - Intel Corporation (igfx) Display (01/29/2014 10.18.10.3412)	01/29/2014 10.18.10.3412	Not Defined	2017 Oct 09	0 KB

October 9, 2017

TAFIN-PC



Client	TecAirInc
Location	Munster
Computer	TAFIN-PC
Nickname	TAFIN-PC
Domain	tec-air
Local IP Address	10.10.2.95

Software Summary

Operating System	
Apps Installed	65
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	3.48 GB

Windows 7 Professional x64 Service Pack 1

Арр	olication Name	Version	File Location	Installed	Size
$\overline{\bigcirc}$	Nitro Pro 9	9.0.6.20	Not Defined	2015 Jan 13	526 MB
Ø	Foxit PhantomPDF Business	8.0.2.805	C:\Program Files (x86)\Foxit Software\Foxit PhantomPDF	2016 Aug 24	473 MB
\bigcirc	Microsoft Silverlight	5.1.50907.0	c:\Program Files\Microsoft Silverlight	2017 Jun 27	349 MB
\bigcirc	Intel [®] PROSet/Wireless Software	15.6.1	C:\ProgramData\Package Cache\{fad118b4-798f -4755-9e67-a622eec95b62}	2015 Jan 14	324 MB
Ø	SAP Crystal Reports runtime engine for .NET Framework (64-bit)	13.0.14.1720	Not Defined	2015 Sep 17	215 MB
0	SAP Crystal Reports runtime engine for .NET Framework (32-bit)	13.0.14.1720	Not Defined	2015 Sep 17	202 MB
Ø	Adobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 13	195 MB
\overline{O}	EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2015 Apr 24	173 MB
\bigcirc	ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 MB
\bigcirc	Java 8 Update 101 (64-bit)	8.0.1010.13	C:\Program Files\Java\jre1.8.0_101	2016 Jul 20	106 MB
\overline{O}	Java 8 Update 101	8.0.1010.13	C:\Program Files (x86)\Java\jre1.8.0_101	2016 Jul 20	93 MB
\overline{O}	Intel(R) WiDi	4.2.21.0	C:\Program Files\Intel Corporation\Intel WiDi	2015 Jan 13	84 MB
0	Intel(R) Processor Graphics	10.18.14.4206	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2015 Jan 14	74 MB
Ø	Malwarebytes Anti-Malware version 2.2.1.1043	2.2.1.1043	C:\Program Files (x86)\Malwarebytes Anti- Malware	2016 Sep 29	67 MB
\bigcirc	Lenovo Reach	1.1.3.7	C:\Program Files (x86)\Lenovo\Lenovo Reach	2015 Jan 13	57 MB
\bigcirc	Google Chrome	61.0.3163.100	Not Defined	2016 Sep 20	54 MB
\overline{O}	Power Manager	3.20.0008	C:\Program Files (x86)\Lenovo\PowerMgr	2015 Jan 13	45 MB
Ø	Intel(R) PROSet/Wireless Software for Bluetooth(R) Technology	3.0.1304.0338	C:\Program Files (x86)\Intel\Bluetooth	2015 Jan 13	42 MB
Ø	Microsoft .NET Framework 4.6.1	4.6.01055	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.6.01055	2016 Feb 17	39 MB
Ø	View Management Utility	3.0.1.2012092 1	C:\Program Files\Lenovo\View Management Utility	2015 Jan 13	33 MB



Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 131 of 253

Software List



App	blication Name	Version	File Location	Installed	Size
\bigcirc	DisplayLink Core Software	7.5.54609.0	C:\Program Files\DisplayLink Core Software	2015 Jan 13	27 MB
Ø	Microsoft OneDrive	17.0.4023.121 1	Not Defined	2017 Oct 09	27 MB
\bigcirc	Lenovo System Update	5.07.0065	C:\Program Files (x86)\Lenovo\System Update	2017 Sep 13	25 MB
0	Intel(R) Management Engine Components	9.0.0.1323	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2015 Jan 14	20 MB
0	ThinkVantage Communications Utility	3.0.42.0	C:\Program Files\Lenovo\Communications Utility	2015 Jan 13	20 MB
0	IQMS_PDF_Printer (novaPDF 7.3 printer)		C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2015 Apr 24	19 MB
\bigcirc	Adobe Flash Player 22 ActiveX	22.0.0.210	Not Defined	2017 Oct 09	19 MB
Ø	Intel(R) USB 3.0 eXtensible Host Controller Driver	2.5.0.19	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2015 Jan 14	18 MB
0	Microsoft Visual C++ 2012 Redistributable (x86) - 11.0.60610	11.0.60610.1	C:\ProgramData\Package Cache\{95716cce-fc71 -413f-8ad5-56c2892d4b3a}	2015 Jan 14	17 MB
Ø	USB Enhanced Performance Keyboard	2.0.2.2	C:\Program Files\Lenovo\USB Enhanced Performance Keyboard	2015 Apr 24	15 MB
0	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 May 12	14 MB
\bigcirc	SHAREit	3.2.0.543	C:\Program Files (x86)\SHAREit\SHAREit	2016 Feb 27	13 MB
0	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 May 12	11 MB
Ø	Create Recovery Media	1.20.0.00	C:\Program Files (x86)\Lenovo\Factory Recovery	2015 Jan 13	8 MB
\bigcirc	LabTechAD	1.0.0	Not Defined	2015 Apr 24	7 MB
\bigcirc	EPSON TM-S1000 Driver Version1.04	1.04.0000	C:\Windows\SysWOW64	2015 Apr 24	5 MB
Ø	Lenovo Registration	1.0.3	C:\Program Files (x86)\Lenovo Registration	2015 Jan 13	4 MB
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
\bigcirc	Lenovo Patch Utility 64 bit	1.3.1.1	C:\Program Files\Common Files	2015 Jan 13	1 MB
\bigcirc	LBAI	1.0.0.8	C:\Program Files (x86)\Lenovo\LBAI	2015 Jan 13	1 MB
\bigcirc	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB
Ø	Intel(R) Network Connections Drivers	19.1	C:\Windows\system32	2009 Jul 14	916 KB
0	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.6161	9.0.30729.616 1	Not Defined	2015 Jan 13	788 KB
\bigcirc	Lenovo User Guide	1.0.0008.00	C:\ProgramData\Lenovo\userguides\viewer	2015 Jan 13	606 KB
0	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2015 Jan 13	600 KB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2015 May 12	300 KB
0	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.4148	9.0.30729.414 8	Not Defined	2015 Jan 13	240 KB
0	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.4148	9.0.30729.414 8	Not Defined	2015 Jan 13	232 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 132 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
\overline{O}	Lenovo USB Graphics	7.5.54614.0	C:\Program Files\Lenovo USB Graphics	2015 Jan 13	24 KB
\bigcirc	Adobe Shockwave Player 12.1	12.1.8.158	C:\Windows\SysWOW64\Adobe	2015 Apr 24	1 KB
\bigcirc	Realtek High Definition Audio Driver	6.0.1.7116	C:\Program Files\Realtek\Audio\HDA	2015 Jan 13	1 KB
\bigcirc	Lenovo SHAREit	2.0.4.0	C:\Program Files (x86)\Lenovo\SHAREit	2015 Jan 13	1 KB
\bigcirc	Preview Payroll 8.8	8.8	C:\RAPID	2017 Aug 09	1 KB
\bigcirc	TeamViewer 10	10.0.47484	C:\Program Files (x86)\TeamViewer	2015 Apr 24	1 KB
Ø	Intel(R) Rapid Storage Technology	13.0.0.1098	C:\Program Files\Intel\Intel(R) Rapid Storage Technology	2015 Jan 14	1 KB
\bigcirc	Microsoft Office Home and Business 2013 - en-us	15.0.4963.100 2	C:\Program Files\Microsoft Office 15	2015 Apr 24	1 KB
\bigcirc	PCM3.0Agent	3.0.2014.0314	C:\Program Files (x86)\Lenovo\PCM3.0Agent	2015 Jan 13	1 KB
Ø	Microsoft Visual Studio 2010 Tools for Office Runtime (x64)	10.0.50903	c:\Program Files\Common Files\Microsoft Shared\VSTO\10.0	2015 May 12	1 KB
\bigcirc	Adobe AIR	17.0.0.144	c:\Program Files (x86)\Common Files\Adobe AIR	2015 Jan 14	1 KB
\bigcirc	Lenovo USB3.0 to DVI VGA Monitor Adapter	1.07.17	C:\Program Files (x86)\Lenovo\USB3.0 DVI Adapter	2015 Jan 13	1 KB
\overline{O}	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KB
Ø	Windows Driver Package - Intel Corporation (igfx) Display (01/29/2014 10.18.10.3412)	01/29/2014 10.18.10.3412	Not Defined	2017 Oct 09	0 KB
\bigcirc	Lucent Intuity Message Manager		Not Defined	2017 Oct 09	0 KB
Ø	Windows Driver Package - Intel (e1dexpress) Net (02/26/2013 12.6.47.0)	02/26/2013 12.6.47.0	Not Defined	2017 Oct 09	0 KB
\bigcirc	EPS Device Control	5.5.0.2310	Not Defined	2017 Oct 09	0 KB

October 9, 2017

TAFOREMAN01

Identification

Client	TecAirInc
Location	Munster
Computer	TAFOREMAN01
Nickname	TAFOREMAN01
Domain	tec-air
Local IP Address	10.10.2.103

Software Summary

Operating System	
Apps Installed	49
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	2.37 GB

Windows 7 Professional x64 Service Pack 1

App	olication Name	Version	File Location	Installed	Size
Ø	Intel® PROSet/Wireless Software	15.6.1	C:\ProgramData\Package Cache\{fad118b4-798f -4755-9e67-a622eec95b62}	2015 Jul 30	324 MB
\bigcirc	Microsoft Silverlight	5.1.50907.0	c:\Program Files\Microsoft Silverlight	2017 Jun 27	299 MB
Ø	SAP Crystal Reports runtime engine for .NET Framework (64-bit)	13.0.12.1494	Not Defined	2015 Oct 24	215 MB
\bigcirc	SAP Crystal Reports runtime engine for .NET Framework (32-bit)	13.0.12.1494	Not Defined	2015 Oct 24	202 MB
\bigcirc	EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2015 Oct 24	195 MB
Ø	Adobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 13	195 MB
\bigcirc	Foxit Reader	8.0.0.624	C:\Program Files (x86)\Foxit Software\Foxit Reader	2016 Jun 28	179 MB
\bigcirc	ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 MB
\bigcirc	Java 8 Update 101 (64-bit)	8.0.1010.13	C:\Program Files\Java\jre1.8.0_101	2016 Jul 20	106 MB
\bigcirc	Java 8 Update 101	8.0.1010.13	C:\Program Files (x86)\Java\jre1.8.0_101	2016 Jul 20	93 MB
\bigcirc	Mozilla Firefox 47.0.1 (x86 en-US)	47.0.1	C:\Program Files (x86)\Mozilla Firefox	2015 Sep 22	92 MB
Ø	Intel(R) Processor Graphics	10.18.14.4206	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2015 Jul 30	74 MB
\bigcirc	Google Chrome	52.0.2743.82	Not Defined	2016 Jul 21	51 MB
\bigcirc	Power Manager	3.20.0008	C:\Program Files (x86)\Lenovo\PowerMgr	2015 Jul 29	45 MB
Ø	Microsoft .NET Framework 4.6	4.6.00081	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.6.00081	2015 Sep 22	39 MB
\bigcirc	DisplayLink Core Software	7.5.54609.0	C:\Program Files\DisplayLink Core Software	2015 Jul 29	27 MB
Ø	Microsoft Visual C++ 2012 Redistributable (x64) - 11.0.61030	11.0.61030.0	C:\ProgramData\Package Cache\{ca67548a- 5ebe-413a-b50c-4b9ceb6d66c6}	2015 Jul 30	21 MB
Ø	Intel(R) Management Engine Components	9.0.0.1323	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2015 Jul 30	20 MB
Ø	IQMS_PDF_Printer (novaPDF 7.7 printer)	7.7.394	C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2015 Oct 24	20 MB



Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 134 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
\overline{O}	Intel(R) USB 3.0 eXtensible Host Controller Driver	2.5.0.19	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2015 Jul 30	18 MB
\bigcirc	Lenovo System Update	5.07.0045	C:\Program Files (x86)\Lenovo\System Update	2017 Feb 28	18 MB
$\overline{\bigcirc}$	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Sep 22	14 MB
Ø	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Sep 22	11 MB
\bigcirc	Create Recovery Media	1.20.0.00	C:\Program Files (x86)\Lenovo\Factory Recovery	2015 Jul 29	8 MB
\bigcirc	LabTechAD	1.0.0	Not Defined	2015 Sep 22	8 MB
\bigcirc	7-Zip 16.02 (x64)	16.02	C:\Program Files\7-Zip	2016 Jun 06	5 MB
\bigcirc	Lenovo PowerENGAGE	2.51.0040	C:\Program Files (x86)\Lenovo Registration	2015 Jul 29	2 MB
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
\bigcirc	LBAI	1.0.0.8	C:\Program Files (x86)\Lenovo\LBAI	2015 Jul 29	1 MB
\bigcirc	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB
\bigcirc	Intel(R) Network Connections Drivers	19.5	C:\Windows\system32	2014 Feb 20	916 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.6161	9.0.30729.616 1	Not Defined	2015 Jul 29	788 KB
\bigcirc	Lenovo User Guide	1.0.0009.00	C:\ProgramData\Lenovo\userguides\viewer	2015 Jul 29	606 KB
\overline{O}	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2015 Jul 29	600 KB
Ø	Mozilla Maintenance Service	47.0.1	C:\Program Files (x86)\Mozilla Maintenance Service	2015 Sep 22	375 KB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2015 Oct 25	300 KB
\bigcirc	Lenovo USB Graphics	7.5.54614.0	C:\Program Files\Lenovo USB Graphics	2015 Jul 29	24 KB
Ø	Adobe AIR	19.0.0.190	c:\Program Files (x86)\Common Files\Adobe AIR	2015 Jul 30	1 KB
Ø	Microsoft Office Home and Business 2013 - en-us	15.0.4963.100 2	C:\Program Files\Microsoft Office 15	2015 Sep 22	1 KB
Ø	Microsoft Visual Studio 2010 Tools for Office Runtime (x64)	10.0.50903	c:\Program Files\Common Files\Microsoft Shared\VSTO\10.0	2015 Sep 22	1 KB
\bigcirc	Adobe Shockwave Player 12.2	12.2.0.162	C:\Windows\SysWOW64\Adobe	2015 Sep 22	1 KB
\overline{O}	PCM3.0Agent	3.0.2014.0314	C:\Program Files (x86)\Lenovo\PCM3.0Agent	2015 Jul 29	1 KB
\overline{O}	Intel(R) Rapid Storage Technology	13.0.0.1098	C:\Program Files\Intel\Intel(R) Rapid Storage Technology	2015 Jul 30	1 KB
\bigcirc	Realtek High Definition Audio Driver	6.0.1.7116	C:\Program Files\Realtek\Audio\HDA	2015 Jul 29	1 KB
$\overline{\bigcirc}$	Lenovo USB3.0 to DVI VGA Monitor Adapter	1.07.17	C:\Program Files (x86)\Lenovo\USB3.0 DVI Adapter	2015 Jul 29	1 KB
\bigcirc	EPSON WF-3620 Series Printer Uninstall		Not Defined	2017 Oct 09	0 KB
$\overline{\bigcirc}$	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 26	0 KB



Application Name		Version	File Location	Installed	Size
\bigcirc	Windows Driver Package - Intel (e1dexpress) Net (11/25/2014 12.12.80.1920)	11/25/2014 12.12.80.1920		2017 Oct 09	0 KB
Ø	Windows Driver Package - Intel Corporation (igfx) Display (01/29/2014 10.18.10.3412)			2017 Oct 09	0 KB

October 9, 2017

TAHR01



Identification

Client	TecAirInc
Location	Munster
Computer	TAHR01
Nickname	TAHR01
Domain	tec-air
Local IP Address	10.10.2.51

Software Summary

Operating System	
Apps Installed	51
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	2.27 GB

Windows 7 Professional x64 Service Pack 1

Арр	lication Name	Version	File Location	Installed	Size
\bigcirc	Intel [®] PROSet/Wireless Software	16.1.5	C:\ProgramData\Package Cache\{aaf3655f-6961 -4be2-aa4e-6de4dc1dc8f4}	2015 Jul 06	367 MB
$\overline{\bigcirc}$	SAP Crystal Reports runtime engine for .NET Framework (64-bit)	13.0.12.1494	Not Defined	2015 Nov 06	215 MB
\overline{O}	SAP Crystal Reports runtime engine for .NET Framework (32-bit)	13.0.12.1494	Not Defined	2015 Nov 06	202 MB
\bigcirc	EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2015 Nov 06	195 MB
Ø	Adobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 13	195 MB
\bigcirc	Foxit Reader	8.0.0.624	C:\Program Files (x86)\Foxit Software\Foxit Reader	2016 Jun 28	179 MB
\bigcirc	ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 MB
\bigcirc	Java 8 Update 101 (64-bit)	8.0.1010.13	C:\Program Files\Java\jre1.8.0_101	2016 Jul 20	106 MB
\bigcirc	Java 8 Update 101	8.0.1010.13	C:\Program Files (x86)\Java\jre1.8.0_101	2016 Jul 20	93 MB
\bigcirc	Mozilla Firefox 47.0.1 (x86 en-US)	47.0.1	C:\Program Files (x86)\Mozilla Firefox	2016 Mar 23	92 MB
\odot	Intel(R) WiDi	4.2.21.0	C:\Program Files\Intel Corporation\Intel WiDi	2015 Jul 06	84 MB
Ø	Intel(R) Processor Graphics	10.18.10.3412	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2015 Jul 06	74 MB
$\overline{\bigcirc}$	Google Chrome	52.0.2743.82	Not Defined	2016 Jul 21	51 MB
\bigcirc	Power Manager	3.20.0008	C:\Program Files (x86)\Lenovo\PowerMgr	2015 Jul 06	45 MB
0	Intel(R) PROSet/Wireless Software for Bluetooth(R) Technology(patch version 3.0.1332.1)	3.1.1307.0366	C:\Program Files (x86)\Intel\Bluetooth	2015 Jul 06	45 MB
Ø	Microsoft .NET Framework 4.6.1	4.6.01055	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.6.01055	2016 Feb 10	39 MB
\bigcirc	DisplayLink Core Software	7.5.54609.0	C:\Program Files\DisplayLink Core Software	2015 Jul 06	27 MB
0	Microsoft Visual C++ 2012 Redistributable (x64) - 11.0.61030	11.0.61030.0	C:\ProgramData\Package Cache\{ca67548a- 5ebe-413a-b50c-4b9ceb6d66c6}	2015 Jul 06	21 MB
Ø	Intel(R) Management Engine Components	9.0.0.1323	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2015 Jul 06	20 MB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 137 of 253

Software List



Application Name	Version	File Location	Installed	Size
IQMS_PDF_Printer (novaPDF 7.7 printer)	7.7.394	C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2015 Nov 06	20 MB
O Adobe Flash Player 22 NPAPI	22.0.0.209	Not Defined	2017 Oct 09	19 MB
Intel(R) USB 3.0 eXtensible Host Controlle Driver	er 2.5.0.19	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2015 Jul 06	18 MB
SHAREit	2.1.11.0	C:\Program Files (x86)\Lenovo\SHAREit	2015 Jul 06	18 MB
Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Nov 26	14 MB
Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Nov 26	11 MB
Create Recovery Media	1.20.0.00	C:\Program Files (x86)\Lenovo\Factory Recovery	2015 Jul 06	8 MB
🔁 LabTechAD	1.0.0	Not Defined	2015 Nov 05	8 MB
♂ 7-Zip 16.02 (x64)	16.02	C:\Program Files\7-Zip	2016 Jun 06	5 MB
Ø Microsoft Visual C++ 2005 Redistributab	le 8.0.56336	Not Defined	2015 Nov 10	3 MB
Message Center Plus	3.3.0004.00	C:\Program Files (x86)\Lenovo\Message Center Plus	2015 Jul 06	3 MB
ScreenConnect Client (42955aba345c2e1	a) 6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
😧 LBAI	1.0.0.8	C:\Program Files (x86)\Lenovo\LBAI	2015 Jul 06	1 MB
ScreenConnect Client (5309622f739d945	6) 5.3.9074.5646	Not Defined	2015 Nov 05	1 MB
Intel(R) Network Connections Drivers	19.5	C:\Windows\system32	2009 Jul 14	916 KB
Microsoft Visual C++ 2008 Redistributab x64 9.0.30729.6161	le - 9.0.30729.616 1	Not Defined	2015 Jul 06	788 KB
😥 Lenovo User Guide	1.0.0009.00	C:\ProgramData\Lenovo\userguides\viewer	2015 Jul 06	606 KB
Microsoft Visual C++ 2008 Redistributab x86 9.0.30729.6161	le - 9.0.30729.616 1	Not Defined	2015 Jul 06	600 KB
Mozilla Maintenance Service	47.0.1	C:\Program Files (x86)\Mozilla Maintenance Service	2015 Nov 05	375 KB
Ø Microsoft Visual C++ 2005 Redistributab	le 8.0.61001	Not Defined	2015 Nov 06	300 KB
Lenovo USB Graphics	7.5.54614.0	C:\Program Files\Lenovo USB Graphics	2015 Jul 06	24 KB
C Lenovo USB3.0 to DVI VGA Monitor Ada	oter 1.07.17	C:\Program Files (x86)\Lenovo\USB3.0 DVI Adapter	2015 Jul 06	1 KB
S Adobe AIR	19.0.0.213	c:\Program Files (x86)\Common Files\Adobe AIR	2015 Jul 06	1 KB
Microsoft Office Home and Business 201 en-us	3 - 15.0.4963.100 2	C:\Program Files\Microsoft Office 15	2015 Nov 24	1 KB
 Microsoft Visual Studio 2010 Tools for Or Runtime (x64) 	ffice 10.0.50903	c:\Program Files\Common Files\Microsoft Shared\VSTO\10.0	2015 Nov 26	1 KB
CM3.0Agent	3.0.2014.0314	C:\Program Files (x86)\Lenovo\PCM3.0Agent	2015 Jul 06	1 KB
Intel(R) Rapid Storage Technology	13.0.0.1098	C:\Program Files\Intel\Intel(R) Rapid Storage Technology	2015 Jul 06	1 KB
Skeyscan System VII Client	7.0.22	C:\Program Files (x86)\Keyscan7	2016 Feb 05	1 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 138 of 253

Software List



Application Name	Version	File Location	Installed	Size
Realtek High Definition Audio Driver	6.0.1.7116	C:\Program Files\Realtek\Audio\HDA	2015 Jul 06	1 KB
ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 26	0 KB
 Windows Driver Package - Intel (e1dexpress) Net (11/25/2014 12.12.80.1920) 	11/25/2014 12.12.80.1920		2017 Oct 09	0 KB
Windows Driver Package - Intel Corporation (igfx) Display (01/29/2014 10.18.10.3412)	01/29/2014 10.18.10.3412	Not Defined	2017 Oct 09	0 KB

October 9, 2017

TA-INTERN

Identification

Client	TecAirInc
Location	Munster
Computer	TA-INTERN
Nickname	TA-INTERN
Domain	tec-air
Local IP Address	10.10.2.110

Software Summary

	1
138	
0	
0	
19.43 GB	
	0

Windows 7 Professional x64 Service Pack 1

MPACT

App	blication Name	Version	File Location	Installed	Size
Ø	Autodesk Inventor 2017 - English	21.0.14200.00 00	C:\Program Files\Autodesk\Inventor 2017	2017 Aug 23	4.02 G
Ø	Autodesk Inventor 2015 - English	19.0.15900.00 00	C:\Program Files\Autodesk\Inventor 2015	2016 Jul 27	3.08 GI
0	Adobe Acrobat X Standard - English, Français, Deutsch	10.1.16	C:\Program Files (x86)\Adobe\Acrobat 10.0	2017 Feb 20	1.72 GI
Ø	Autodesk DirectConnect 2016 64-bit	10.0.110.1	C:\Program Files\Common Files\Autodesk Shared\DirectConnect2016 (64-bit)	2017 Aug 23	1.06 GI
\bigcirc	A360 Desktop	7.2.3.1800	Not Defined	2017 Aug 23	766 ME
Ø	Autodesk Material Library Medium Resolution Image Library 2016	6.3.0.18	Not Defined	2017 Aug 23	740 ME
0	Autodesk Material Library Medium Resolution Image Library 2017	15.11.3.0	Not Defined	2017 Aug 23	731 ME
0	Autodesk Inventor Server Engine for 3ds Max 2017	19.0	C:\Program Files\Autodesk\3ds Max 2017	2017 Aug 23	724 M
\bigcirc	Autodesk Civil View for 3ds Max 2017 64-bit	19.0.0.0	C:\ProgramData\Autodesk\Civil View\2017	2017 Aug 23	605 M
Ø	Autodesk 3ds Max 2017 Populate Data	19.0.0.0	C:\Program Files\Common Files\Autodesk Shared\PeoplePower\4.0	2017 Aug 23	581 ME
0	Autodesk Inventor Electrical Catalog Browser 2017 - English	14.0.59.1	C:\Program Files\Autodesk\Inventor 2017\Bin\InventorElectrical	2017 Aug 23	524 ME
0	Autodesk ReCap 360	3.0.0.52	C:\Program Files\Autodesk\Autodesk ReCap 360	2017 Aug 23	444 MI
\bigcirc	Autodesk Material Library 2017	15.11.3.0	Not Defined	2017 Aug 23	358 MI
Ø	WIDCOMM Bluetooth Software	6.5.1.2410	C:\Program Files\WIDCOMM\Bluetooth Software	2012 Dec 17	267 M
0	Autodesk Material Library Low Resolution Image Library 2015	5.2.9.100	C:\Program Files (x86)\Common Files\Autodesk Shared\Materials	2016 Jul 27	246 MI
0	Autodesk Material Library Low Resolution Image Library 2017	15.11.3.0	Not Defined	2017 Aug 23	246 MI
Ø	Autodesk Material Library Low Resolution Image Library 2016	6.3.0.18	Not Defined	2017 Aug 23	245 MI

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 140 of 253

Software List





Арр	blication Name	Version	File Location	Installed	Size
\overline{O}	NVIDIA mental ray and IRay rendering plugins for 3ds Max 2017	19.0.0.0	C:\Program Files\Autodesk\3ds Max 2017	2017 Aug 23	228 MB
Ø	SAP Crystal Reports runtime engine for .NET Framework (64-bit)	13.0.12.1494	Not Defined	2016 Jul 27	215 MB
\bigcirc	SAP Crystal Reports runtime engine for .NET Framework (32-bit)	13.0.12.1494	Not Defined	2016 Jul 27	202 MB
\bigcirc	EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2016 Jul 27	195 MB
Ø	Autodesk Desktop App	7.0.6.378	C:\Program Files (x86)\Autodesk\Autodesk Desktop App	2017 Jun 28	165 MB
\bigcirc	ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 06	137 MB
Ø	Microsoft Access database engine 2010 (English)	14.0.7015.100 0	Not Defined	2017 Sep 01	136 MB
\bigcirc	FARO LS 1.1.504.10 (64bit)	5.4.10.43135	Not Defined	2017 Aug 23	117 MB
\bigcirc	Actify SpinFire 10.8 Reader	11.0.1826.3	C:\Program Files (x86)\Actify\SpinFire\10.0	2016 Jul 27	101 MB
\bigcirc	Microsoft Silverlight	5.1.50907.0	c:\Program Files\Microsoft Silverlight	2017 Jun 27	100 MB
\overline{O}	Autodesk Guided Tutorial Plugin	3.30.0	Not Defined	2017 Aug 23	98 MB
\bigcirc	Autodesk Material Library 2015	5.2.9.100	C:\Program Files (x86)\Common Files\Autodesk Shared\Materials	2016 Jul 27	97 MB
\bigcirc	Autodesk Material Library 2016	6.3.0.18	Not Defined	2017 Aug 23	95 MB
Ø	Autodesk Advanced Material Library Image Library 2017	15.11.3.0	Not Defined	2017 Aug 23	95 MB
Ø	SketchUp Import 2016-2017	2.2.0	C:\Program Files (x86) \Autodesk\ApplicationPlugins	2017 Aug 23	86 MB
\bigcirc	Skype™ 7.25	7.25.106	C:\Program Files (x86)\Skype	2016 Jul 27	80 MB
\overline{O}	SketchUp Import	1.2.0	C:\ProgramData\Autodesk\ApplicationPlugins	2016 Jul 27	78 MB
Ø	Intel(R) Processor Graphics	8.15.10.2639	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2012 Dec 17	74 MB
Ø	Autodesk Material Library Base Resolution Image Library 2015	5.2.9.100	C:\Program Files (x86)\Common Files\Autodesk Shared\Materials	2016 Jul 27	72 MB
Ø	Autodesk Material Library Base Resolution Image Library 2017	15.11.3.0	Not Defined	2017 Aug 23	72 MB
Ø	Autodesk Material Library Base Resolution Image Library 2016	6.3.0.18	Not Defined	2017 Aug 23	72 MB
\bigcirc	Google Chrome	61.0.3163.100	Not Defined	2016 Jul 27	51 MB
\bigcirc	FARO LS 1.1.502.0 (64bit)	5.2.0.35213	Not Defined	2016 Jul 27	49 MB
Ø	Microsoft .NET Framework 4.6.1	4.6.01055	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.6.01055	2016 Jul 27	39 MB
\bigcirc	Autodesk Desktop Connect Service	3.30.0	Not Defined	2017 Aug 23	37 MB
\bigcirc	Autodesk Configurator 360 addin	21.0.11700	C:\ProgramData\Autodesk\ApplicationPlugins	2017 Aug 23	32 MB
Ø	Dell Feature Enhancement Pack	2.2.1	C:\Program Files\Dell\Feature Enhancement Pack	2012 Dec 17	32 MB
$\overline{\heartsuit}$	Autodesk Backburner 2017.0	17.0.0.0	C:\Program Files (x86)\Autodesk\Backburner	2017 Aug 23	31 MB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 141 of 253

Software List



Арр	olication Name	Version	File Location	Installed	Size
Ø	Java 8 Update 141 (64-bit)	8.0.1410.15	C:\Program Files\Java\jre1.8.0_141	2017 Jul 22	31 MB
\bigcirc	DisplayLink Core Software	8.0.483.0	C:\Program Files\DisplayLink Core Software	2016 Aug 03	30 MB
\bigcirc	Java 8 Update 141	8.0.1410.15	C:\Program Files (x86)\Java\jre1.8.0_141	2017 Jul 22	27 MB
\bigcirc	Dell Client System Update	1.2.3	C:\Program Files (x86)\Dell\ClientSystemUpdate	2012 Dec 17	27 MB
\bigcirc	Autodesk Workflows 2015	5.2.11.100	Not Defined	2016 Jul 27	25 MB
Ø	Microsoft Visual C++ 2015 Redistributable (x64) - 14.0.23506	14.0.23506.0	C:\ProgramData\Package Cache\{3ee5e5bb- b7cc-4556-8861-a00a82977d6c}	2017 Aug 23	25 MB
\bigcirc	Autodesk Workflows 2017	15.11.13.0	Not Defined	2017 Aug 23	24 MB
0	Teamcenter Application Sharing	10.1.14176	C:\Program Files (x86) \Siemens\Teamcenter10.1\AppShare	2016 Sep 06	21 MB
0	Microsoft Visual C++ 2015 Redistributable (x86) - 14.0.23506	14.0.23506.0	C:\ProgramData\Package Cache\{23daf363- 3020-4059-b3ae-dc4ad39fed19}	2017 Aug 23	21 MB
Ø	Microsoft Visual C++ 2013 Redistributable (x64) - 12.0.30501	12.0.30501.0	C:\ProgramData\Package Cache\{050d4fc8- 5d48-4b8f-8972-47c82c46020f}	2017 Aug 23	21 MB
0	Microsoft Visual C++ 2012 Redistributable (x64) - 11.0.61030	11.0.61030.0	C:\ProgramData\Package Cache\{ca67548a- 5ebe-413a-b50c-4b9ceb6d66c6}	2016 Jul 27	21 MB
Ø	Intel(R) Management Engine Components	8.0.3.1427	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2012 Dec 17	20 MB
0	IQMS_PDF_Printer (novaPDF 7.7 printer)	7.7.394	C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2016 Jul 27	20 MB
\bigcirc	Adobe Flash Player 22 ActiveX	22.0.0.210	Not Defined	2017 Oct 09	19 MB
Ø	Intel(R) Rapid Storage Technology	11.2.0.1006	C:\Program Files (x86)\Intel\Intel(R) Rapid Storage Technology	2012 Dec 17	18 MB
Ø	Intel(R) USB 3.0 eXtensible Host Controller Driver	1.0.4.220	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2012 Dec 17	18 MB
0	Microsoft Visual C++ 2012 Redistributable (x86) - 11.0.61030	11.0.61030.0	C:\ProgramData\Package Cache\{33d1fd90- 4274-48a1-9bc1-97e33d9c2d6f}	2016 Jul 27	17 MB
0	Microsoft Visual C++ 2013 Redistributable (x86) - 12.0.30501	12.0.30501.0	C:\ProgramData\Package Cache\{f65db027-aff3 -4070-886a-0d87064aabb1}	2017 Aug 23	17 MB
0	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2017 Jun 27	14 MB
Ø	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2017 Jun 27	11 MB
\bigcirc	Intel® Trusted Connect Service Client	1.23.605.1	Not Defined	2012 Dec 17	11 MB
\bigcirc	LabTechAD	1.0.0	Not Defined	2016 Jul 27	8 MB
Ø	Inventor Connected Desktop for A360	3.30.0	Not Defined	2017 Aug 23	8 MB
0	Autodesk Featured Apps 2016-2017	2.2.0	C:\Program Files (x86) \Autodesk\ApplicationPlugins	2017 Aug 23	6 MB
0	Autodesk BIM 360 Glue AutoCAD 2017 Add -in 64 bit	4.37.6853	Not Defined	2017 Aug 23	6 MB
0	Autodesk BIM 360 Glue AutoCAD 2015 Add -in 64 bit	3.32.3004	Not Defined	2016 Jul 27	6 MB
0	Windows Live Mesh ActiveX Control for Remote Connections	15.4.5722.2	Not Defined	2012 Dec 17	6 MB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 142 of 253

Software List



Ар	plication Name	Version	File Location	Installed	Size
\bigcirc	Mockup 360 Addin 2015	1.1.0	C:\ProgramData\Autodesk\ApplicationPlugins	2016 Jul 27	5 MB
\bigcirc	7-Zip 16.02 (x64)	16.02	C:\Program Files\7-Zip	2016 Jul 27	5 MB
Ø	Autodesk Featured Apps	1.2.0	C:\ProgramData\Autodesk\ApplicationPlugins	2016 Jul 27	4 MB
Ø	NVIDIA mental ray and IRay feature plugins for 3ds Max 2017	19.0.0.0	C:\Program Files\Autodesk\3ds Max 2017	2017 Aug 23	4 MB
Ø	Autodesk App Manager 2016-2017	2.2.0	C:\Program Files (x86) \Autodesk\ApplicationPlugins	2017 Aug 23	4 MB
\bigcirc	Autodesk App Manager	1.2.0	C:\ProgramData\Autodesk\ApplicationPlugins	2016 Jul 27	4 MB
\bigcirc	LabTech [®] Software Remote Agent	11.0.365	Not Defined	2017 Jun 07	4 MB
0	Autodesk AutoCAD Performance Feedback Tool 1.2.5	1.2.5.0	Not Defined	2017 Aug 23	4 MB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.56336	Not Defined	2017 Aug 23	3 MB
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
0	Microsoft SQL Server 2005 Compact Edition [ENU]	3.1.0000	C:\Program Files (x86)\Microsoft SQL Server Compact Edition	2012 Dec 17	2 MB
\bigcirc	Intel(R) Control Center	1.2.1.1008	C:\Program Files (x86)\Intel\Intel Control Center	2012 Dec 17	1 MB
\bigcirc	Dell Edoc Viewer	1.0.0	Not Defined	2012 Dec 17	1 MB
\bigcirc	MSXML 4.0 SP2 (KB973688)	4.20.9876.0	Not Defined	2017 Jun 27	1 MB
\bigcirc	MSXML 4.0 SP2 (KB954430)	4.20.9870.0	Not Defined	2017 Jun 27	1 MB
\bigcirc	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2016 Jul 27	1 MB
Ø	Microsoft WSE 3.0 Runtime	3.0.5305.0	C:\Program Files (x86)\Microsoft WSE\v3.0	2016 Jul 27	942 KB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.6161	9.0.30729.616 1	Not Defined	2016 Jul 27	788 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.17	9.0.30729	Not Defined	2012 Dec 17	788 KB
0	Microsoft Visual C++ 2005 Redistributable (x64)	8.0.56336	Not Defined	2012 Dec 17	708 KB
Ø	Autodesk Inventor Content Center Libraries 2017 (Desktop Content)	21.0.14200.00 00	Not Defined	2017 Aug 23	707 KB
Ø	Autodesk Inventor Content Center Libraries 2015 (Desktop Content)	19.0.15900.00 00	Not Defined	2016 Jul 27	686 KB
Ø	Microsoft Visual C++ 2005 Redistributable (x64)	8.0.59192	Not Defined	2016 Jul 27	620 KB
0	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2016 Jul 27	600 KB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17	9.0.30729	Not Defined	2012 Dec 17	596 KB
0	Microsoft Visual C++ 2005 Redistributable (x64)	8.0.61000	Not Defined	2017 Jun 27	572 KB
Ø	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2017 Jun 27	300 KB
Ø	Citrix Online Launcher	1.0.408	Not Defined	2016 Aug 10	296 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 143 of 253

Software List



Арр	blication Name	Version	File Location	Installed	Size
\overline{O}	GoTo Opener	1.0.467	Not Defined	2017 Aug 23	276 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.4148	9.0.30729.414 8	Not Defined	2016 Jul 27	230 KB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.4148	9.0.30729.414 8	Not Defined	2016 Jul 27	222 KB
$\overline{\bigcirc}$	Adobe Shockwave Player 12.2	12.2.4.194	C:\Windows\SysWOW64\Adobe	2016 Jul 27	1 KB
Ø	Autodesk AutoCAD Mechanical 2017 - English	21.0.49.0	C:\Program Files\Autodesk\AutoCAD 2017	2017 Aug 23	1 KB
\bigcirc	Autodesk Vault Basic 2017 (Client)	22.0.48.0	C:\Program Files\Autodesk\Vault Basic 2017	2017 Aug 23	1 KB
Ø	Autodesk Design Review 2013	13.0.0.82	C:\Program Files (x86)\Autodesk\Autodesk Design Review 2013	2016 Jul 27	1 KB
Ø	Autodesk AutoCAD Raster Design 2017	21.0.52.0	C:\Program Files\Autodesk\AutoCAD Raster Design 2017	2017 Aug 23	1 KB
\overline{O}	Dell Touchpad	8.1200.101.11 6	C:\Program Files\DellTPad	2012 Dec 17	1 KB
\bigcirc	Autodesk DWG TrueView 2015 - English	20.0.51.0	C:\Program Files\Autodesk\DWG TrueView 2015 - English	2016 Jul 27	1 KB
\overline{O}	Dell Webcam Central	1.40.54	C:\Program Files (x86)\Dell Webcam\Dell Webcam Central	2012 Dec 17	1 KB
\overline{O}	Autodesk Product Design Suite 2015	4.0.103.001	C:\Program Files\Autodesk\Product Design Suite 2015	2016 Jul 27	1 KB
\bigcirc	Intel(R) Network Connections 16.8.45.00	16.8.45.00	C:\Program Files\Intel	2012 Dec 17	1 KB
Ø	Autodesk Revit Interoperability for Inventor 2015	15.0.207.0	C:\Program Files\Common Files\Autodesk Shared\Revit Interoperability for Inventor 2015	2016 Jul 27	1 KB
Ø	Autodesk Revit Interoperability for Showcase 2017	17.0.411.0	C:\Program Files\Autodesk\Showcase 2017	2017 Aug 23	1 KB
\bigcirc	Liaison EDI Notepad	8.0	C:\Program Files (x86)\Liaison\SHARED\Bin	2016 Jul 27	1 KB
Ø	Autodesk AutoCAD Mechanical 2015 - English	19.0.48.0	C:\Program Files\Autodesk\AutoCAD 2015	2016 Jul 27	1 KB
$\overline{\bigcirc}$	Autodesk Vault Basic 2015 (Client)	19.0.49.0	C:\Program Files\Autodesk\Vault Basic 2015	2016 Jul 27	1 KB
Ø	Autodesk Content Service	3.2.0.0	C:\Program Files (x86)\Autodesk\Content Service	2016 Jul 27	1 KB
\bigcirc	Autodesk AutoCAD Raster Design 2015	20.0.51.0	C:\Program Files\Autodesk\AutoCAD Raster Design 2015	2016 Jul 27	1 KB
\overline{O}	Autodesk 3ds Max 2017	19.0.1072.0	C:\Program Files\Autodesk\3ds Max 2017	2017 Aug 23	1 KB
Ø	Autodesk DWG TrueView 2017 - English	21.0.52.0	C:\Program Files\Autodesk\DWG TrueView 2017 - English	2017 Aug 23	1 KB
Ø	Windows Live Essentials	15.4.3508.110 9	C:\Program Files (x86)\Windows Live	2012 Dec 17	1 KB
Ø	Microsoft Office Home and Business 2013 - en-us	15.0.4963.100 2	C:\Program Files\Microsoft Office 15	2017 Feb 22	1 KB
Ø	Microsoft Visual Studio 2010 Tools for Office Runtime (x64)	10.0.50903	c:\Program Files\Common Files\Microsoft Shared\VSTO\10.0	2016 Jul 27	1 KB
Ø	Autodesk Product Design Suite 2017	6.0.0.082	C:\Program Files\Autodesk\Product Design Suite 2017	2017 Aug 23	1 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 144 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
Ø	Autodesk Revit Interoperability for 3ds Max 2017	17.0.411.0	C:\Program Files\Common Files\Autodesk Shared\Revit Interoperability 2017	2017 Aug 23	1 KB
Ø	ST Microelectronics 3 Axis Digital Accelerometer Solution	4.10.0016	C:\Program Files (x86)\ST Microelectronics\ST_ACCEL	2012 Dec 17	1 KB
Ø	Autodesk Revit Interoperability for Inventor 2017	17.0.411.0	C:\Program Files\Common Files\Autodesk Shared\Revit Interoperability for Inventor 2017	2017 Aug 23	1 KB
Ø	Adobe AIR	22.0.0.153	c:\Program Files (x86)\Common Files\Adobe AIR	2016 Jul 27	1 KB
\bigcirc	Autodesk Showcase 2017 64-bit	11.0.0.55287	C:\Program Files\Autodesk\Showcase 2017	2017 Aug 23	1 KB
\bigcirc	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Jun 07	0 KB
\bigcirc	EPSON WF-3540 Series Printer Uninstall		Not Defined	2017 Oct 09	0 KB
\bigcirc	Dell Backup and Recovery Manager	1.3.1	Not Defined	2012 Dec 17	0 KB
\bigcirc	GoToMeeting 8.14.0.7716	8.14.0.7716	Not Defined	2017 Oct 09	0 KB
\bigcirc	DW WLAN Card Utility	5.100.82.124	"C:\Program Files\Dell\DW WLAN Card"	2017 Oct 09	0 KB
\bigcirc	Dell Data Protection Access	2.2.00003.009	Not Defined	2017 Oct 09	0 KB
Ø	Windows Driver Package - Dell Inc. PBADRV System (09/11/2009 1.0.1.6)	09/11/2009 1.0.1.6	Not Defined	2017 Oct 09	0 KB

October 9, 2017

TA-MAINCONFRM

Identification

Client	TecAirInc
Location	Munster
Computer	TA-MAINCONFRM
Nickname	TA-MAINCONFRM
Domain	tec-air
Local IP Address	10.10.2.100

Software Summary

Operating System	
Apps Installed	72
Unclassified Apps	2
Blacklisted Apps	0
Total App Size	2.83 GB

Windows 7 Professional x64 Service Pack 1

MPACT

Application Name	Version	File Location	Installed	Siz
Microsoft Silverlight	5.1.50907.0	C:\Program Files\Microsoft Silverlight	2017 Jun 27	349 M
HP Officejet 4630 series Basic Device Software	32.3.198.4967 3	Not Defined	2015 Oct 16	208 M
 SAP Crystal Reports runtime engine for .NET Framework 4 (64-bit) 	13.0.4.705	Not Defined	2014 Sep 12	207 M
 SAP Crystal Reports runtime engine for .NET Framework 4 (32-bit) 	13.0.4.705	Not Defined	2014 Sep 12	195 M
Adobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 13	195 N
Foxit Reader	8.0.0.624	C:\Program Files (x86)\Foxit Software\Foxit Reader	2016 Jun 28	179 N
EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2014 Sep 12	173 N
ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 N
🧿 Java 7 Update 79	7.0.790	C:\Program Files (x86)\Java\jre7	2015 Apr 15	121 N
🧿 Java 7 Update 79 (64-bit)	7.0.790	C:\Program Files\Java\jre7	2015 Apr 15	119 N
🧿 Java 8 Update 101 (64-bit)	8.0.1010.13	C:\Program Files\Java\jre1.8.0_101	2016 Jul 20	106 N
🧿 Java 8 Update 101	8.0.1010.13	C:\Program Files (x86)\Java\jre1.8.0_101	2016 Jul 20	93 N
Mozilla Firefox 47.0.1 (x86 en-US)	47.0.1	C:\Program Files (x86)\Mozilla Firefox	2014 Sep 16	92 N
Intel(R) Processor Graphics	9.18.10.3220	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2014 Jun 07	74 N
Microsoft Office Live Meeting 2007	8.0.6362.254	C:\Program Files (x86)\Microsoft Office\Live Meeting 8\Console	2016 May 11	52 N
🕑 Google Chrome	52.0.2743.82	Not Defined	2016 Jul 21	51 N
Microsoft .NET Framework 4.5	4.5.50709	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache	2014 Jun 07	39 N
😥 Epson Event Manager	3.10.0042	Not Defined	2015 Oct 30	38 N
Skype Meetings App	16.2.0.51	C:\Users\kplecki\AppData\Local\Microsoft\Skyp eForBusinessPlugin\16.2.0.51	2016 May 24	29 N
DisplayLink Core Software	7.7.60366.0	C:\Program Files\DisplayLink Core Software	2015 Dec 22	27 N

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 146 of 253

Software List



Арр	blication Name	Version	File Location	Installed	Size
Ø	Microsoft Lync Web App Plug-in	15.8.8308.965	C:\Users\bob\AppData\Local\Microsoft\LWAPIu gin\x86\15.8	2017 Mar 16	24 MB
Ø	Microsoft Lync Web App Plug-in	15.8.8308.920	C:\Users\jborgman\AppData\Local\Microsoft\L WAPlugin\x86\15.8	2016 Mar 15	24 MB
\bigcirc	Microsoft Lync Web App Plug-in	15.8.8308.872	C:\Users\hchaidez\AppData\Local\Microsoft\LW APlugin\x86\15.8	2015 Jun 10	23 MB
Ø	Intel(R) Management Engine Components	9.0.0.1323	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2014 Jun 07	20 MB
\bigcirc	Skype™ 6.0	6.0.126	C:\Program Files (x86)\Skype	2014 Jun 06	20 MB
0	IQMS_PDF_Printer (novaPDF 7.3 printer)		C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2014 Sep 12	19 MB
\bigcirc	Adobe Flash Player 22 NPAPI	22.0.0.209	Not Defined	2017 Oct 09	19 MB
Ø	Adobe Flash Player 22 ActiveX	22.0.0.210	Not Defined	2017 Oct 09	19 MB
Ø	Intel(R) USB 3.0 eXtensible Host Controller Driver	2.5.0.19	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2014 Jun 07	18 MB
Ø	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Feb 17	14 MB
\bigcirc	EpsonNet Print	3.1.2.0	Not Defined	2015 Oct 30	12 MB
Ø	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Feb 17	11 MB
\bigcirc	Software Updater	4.3.7	Not Defined	2015 Oct 30	10 MB
\bigcirc	LabTechAD	1.0.0	Not Defined	2014 Sep 12	7 MB
\bigcirc	7-Zip 16.02 (x64)	16.02	C:\Program Files\7-Zip	2016 Jun 06	5 MB
Ø	Epson Customer Research Participation	1.80.0000	Not Defined	2015 Oct 30	3 MB
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
Ø	Microsoft SQL Server 2005 Compact Edition [ENU]	3.1.0000	C:\Program Files (x86)\Microsoft SQL Server Compact Edition	2013 Aug 06	2 MB
\bigcirc	MSXML 4.0 SP2 (KB973688)	4.20.9876.0	Not Defined	2014 Sep 16	1 MB
\bigcirc	MSXML 4.0 SP2 (KB954430)	4.20.9870.0	Not Defined	2014 Sep 16	1 MB
\bigcirc	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2014 Sep 30	600 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17	9.0.30729	Not Defined	2013 Aug 06	596 KB
Ø	Mozilla Maintenance Service	47.0.1	C:\Program Files (x86)\Mozilla Maintenance Service	2014 Sep 16	375 KB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2014 Sep 30	300 KB
\bigcirc	Citrix Online Launcher	1.0.220	Not Defined	2014 Sep 24	290 KB
\bigcirc	GoTo Opener	1.0.467	Not Defined	2017 Sep 01	276 KB
0	Epson FAX Utility	1.53.00	C:\Program Files (x86)\Epson Software\FAX Utility	2015 Oct 30	1 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 147 of 253

Software List



Арр	olication Name	Version	File Location	Installed	Size
\bigcirc	TeamViewer 10	10.0.47484	C:\Program Files (x86)\TeamViewer	2015 Sep 17	1 KB
Ø	Microsoft Office Home and Business 2013 - en-us	15.0.4963.100 2	C:\Program Files\Microsoft Office 15	2014 Sep 12	1 KB
Ø	Microsoft Visual Studio 2010 Tools for Office Runtime (x64)	10.0.50903	C:\Program Files\Common Files\Microsoft Shared\VSTO\10.0	2015 Feb 17	1 KB
\bigcirc	Acer Registration	1.04.3506	C:\Program Files (x86)\Acer\Registration	2013 Aug 06	1 KB
\bigcirc	Acer Framework	3.00.5500	C:\Program Files\Acer\Empowering Technology	2013 Aug 06	1 KB
\bigcirc	Adobe Shockwave Player 12.1	12.1.3.153	C:\Windows\SysWOW64\Adobe	2014 Sep 12	1 KB
0	Intel(R) Rapid Storage Technology	12.8.0.1016	C:\Program Files\Intel\Intel(R) Rapid Storage Technology	2014 Jun 07	1 KB
\bigcirc	EPSON Scan		C:\Program Files (x86)\epson\escndv\setup	2015 Oct 30	1 KB
\bigcirc	Acer Updater	1.02.3503	C:\Program Files\Acer\Acer Updater	2017 Aug 09	1 KB
Ø	Acer eRecovery Management	5.01.3511	C:\Program Files\Acer\Acer eRecovery Management	2014 Jun 06	1 KB
\bigcirc	Realtek Ethernet Controller Driver	7.73.618.2013	C:\Program Files (x86)\Realtek\NICDRV_8169	2014 Jun 06	1 KB
Ø	Windows Live Essentials	15.4.3538.051 3	C:\Program Files (x86)\Windows Live	2013 Aug 06	1 KB
\overline{O}	Realtek High Definition Audio Driver	6.0.1.6878	C:\Program Files\Realtek\Audio\HDA	2014 Jun 06	1 KB
Ø	Intel(R) SDK for OpenCL - CPU Only Runtime Package	3.0.0.66956	C:\Program Files (x86)\Intel\OpenCL SDK\3.0	2014 Jun 07	1 KB
\bigcirc	Welcome Center	1.02.3507	C:\Program Files (x86)\Acer\Welcome Center	2013 Aug 06	1 KB
\bigcirc	Adobe AIR	15.0.0.249	c:\Program Files (x86)\Common Files\Adobe AIR	2014 Sep 12	1 KB
\bigcirc	Liaison EDI Notepad	8.0	C:\Program Files (x86)\Liaison\SHARED\Bin	2014 Sep 12	1 KB
\bigcirc	Cisco WebEx Meetings		Not Defined	2017 Oct 09	0 KB
\bigcirc	Lucent Intuity Message Manager		Not Defined	2017 Oct 09	0 KB
\bigcirc	EPSON WF-3620 Series Printer Uninstall		Not Defined	2017 Oct 09	0 KB
\bigcirc	Epson PC-FAX Driver		Not Defined	2017 Oct 09	0 KB
Ø	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KB
Û	AT&T Connect Participant Application v11.7.303	11.7.303	C:\Users\dsheets\AppData\Local\ATT Connect	2016 Mar 29	152 MB
Û	SkillBuilder Demo		C:\Program Files (x86)\InstallShield Installation Information\{1476FAB0-18F4-4FF3-87B7- BE99C9E29F5E}	2017 Apr 17	1 KB

October 9, 2017

TAOFFICEBREAKRM

Identification

Client	TecAirInc
Location	Munster
Computer	TAOFFICEBREAKRM
Nickname	TAOFFICEBREAKRM
Domain	tec-air
Local IP Address	10.10.2.124

Software Summary

Operating System	
Apps Installed	74
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	5.28 GB

Windows 7 Professional x64 Service Pack 1

Application Name	Version	File Location	Installed	Size
♥ Windows XP Mode	1.3.7600.1642 3	Not Defined	2015 Jun 26	1.13 GB
O Microsoft Office Visio Professional 2003	11.0.8173.0	Not Defined	2015 Sep 26	685 MB
Societ PhantomPDF Business	7.1.5.425	C:\Program Files (x86)\Foxit Software\Foxit PhantomPDF	2015 Jun 25	614 MB
Intel [®] PROSet/Wireless Software	15.6.1	C:\ProgramData\Package Cache\{fad118b4-798f -4755-9e67-a622eec95b62}	2015 May 05	324 MB
PTC Creo View Express 3.0	10.2.31.40	C:\Program Files (x86)\PTC\Creo 3.0\View Express	2015 Jul 13	273 MB
Microsoft Silverlight	5.1.50907.0	c:\Program Files\Microsoft Silverlight	2017 Jun 27	249 MB
O Microsoft Office Access 2003 Runtime	11.0.8173.0	Not Defined	2015 Sep 26	245 MB
SAP Crystal Reports runtime engine for .NET Framework (64-bit)	13.0.12.1494	Not Defined	2015 Jun 26	215 MB
SAP Crystal Reports runtime engine for .NET Framework (32-bit)	13.0.12.1494	Not Defined	2015 Jun 26	202 MB
EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2015 Jun 26	195 MB
Adobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 13	195 MB
C Lenovo Solution Center	3.3.003.00	C:\Program Files\Lenovo\Lenovo Solution Center	2016 Jul 24	139 MB
SET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 MB
🤣 Java 8 Update 101 (64-bit)	8.0.1010.13	C:\Program Files\Java\jre1.8.0_101	2016 Jul 20	106 MB
Free Video Player version 1.5	1.5	C:\Program Files (x86)\Free Video Player	2015 Jul 10	104 MB
Ø Mozilla Firefox 47.0.1 (x86 en-US)	47.0.1	C:\Program Files (x86)\Mozilla Firefox	2015 Jun 19	92 MB
Intel(R) Processor Graphics	10.18.14.4264	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2015 May 05	74 MB
Power Manager	3.20.0008	C:\Program Files (x86)\Lenovo\PowerMgr	2015 May 05	45 MB
 BroadWorks Assistant - Enterprise 18 (18.0.124.1) MB21 	18.0.124.1	Not Defined	2015 Nov 04	41 MB



Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 149 of 253

Software List



Арр	blication Name	Version	File Location	Installed	Size
\bigcirc	Microsoft .NET Framework 4.5.2	4.5.51209	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.5.51209	2014 Nov 13	39 MB
\bigcirc	DisplayLink Core Software	7.7.60366.0	C:\Program Files\DisplayLink Core Software	2016 Jan 15	27 MB
\bigcirc	Lenovo System Update	5.07.0065	C:\Program Files (x86)\Lenovo\System Update	2017 Sep 13	25 MB
Ø	Microsoft Visual C++ 2012 Redistributable (x64) - 11.0.61030	11.0.61030.0	C:\ProgramData\Package Cache\{ca67548a- 5ebe-413a-b50c-4b9ceb6d66c6}	2015 May 05	21 MB
Ø	Intel(R) Management Engine Components	9.0.0.1323	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2015 May 05	20 MB
\bigcirc	IQMS_PDF_Printer (novaPDF 7.7 printer)	7.7.394	C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2015 Jun 26	20 MB
$\overline{\bigcirc}$	b-PAC3 Client Component	3.1.001	C:\Program Files (x86)\Brother bPAC3 SDK	2015 Jul 10	19 MB
Ø	Intel(R) USB 3.0 eXtensible Host Controller Driver	2.5.0.19	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2015 May 05	18 MB
$\overline{\bigcirc}$	REACHit	2.5.002.10	C:\Program Files (x86)\Lenovo\REACHit	2016 Jan 15	18 MB
Ø	Microsoft Visual C++ 2012 Redistributable (x86) - 11.0.61030	11.0.61030.0	C:\ProgramData\Package Cache\{33d1fd90- 4274-48a1-9bc1-97e33d9c2d6f}	2015 Aug 13	17 MB
Ø	Lenovo Communications Utility	3.1.14.0	C:\Program Files\Lenovo\Communications Utility	2015 May 05	17 MB
Ø	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Jun 24	14 MB
\overline{O}	SHAREit	3.2.0.543	C:\Program Files (x86)\Lenovo\SHAREit	2016 Feb 24	13 MB
Ø	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Jun 24	11 MB
$\overline{\bigcirc}$	Create Recovery Media	1.20.0.00	C:\Program Files (x86)\Lenovo\Factory Recovery	2015 May 05	8 MB
\bigcirc	LabTechAD	1.0.0	Not Defined	2015 Jun 19	8 MB
\bigcirc	Dropbox 15 GB	0.9.0	Not Defined	2015 May 05	3 MB
\bigcirc	Lenovo PowerENGAGE	2.51.0040	C:\Program Files (x86)\Lenovo Registration	2015 May 05	2 MB
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
\bigcirc	MSXML 4.0 SP2 (KB973688)	4.20.9876.0	Not Defined	2015 Nov 04	1 MB
\bigcirc	MSXML 4.0 SP2 (KB954430)	4.20.9870.0	Not Defined	2015 Nov 04	1 MB
\bigcirc	LBAI	1.0.0.8	C:\Program Files (x86)\Lenovo\LBAI	2015 May 05	1 MB
$\overline{\bigcirc}$	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB
\bigcirc	Intel(R) Network Connections Drivers	18.1	C:\Windows\system32	2009 Jul 14	916 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.6161	9.0.30729.616 1	Not Defined	2015 May 05	788 KB
\bigcirc	Lenovo User Guide	1.0.0009.00	C:\ProgramData\Lenovo\userguides\viewer	2015 May 05	606 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2015 May 05	600 KB
Ø	Mozilla Maintenance Service	47.0.1	C:\Program Files (x86)\Mozilla Maintenance Service	2015 Jun 19	375 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 150 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
\overline{O}	Citrix Online Launcher	1.0.335	Not Defined	2015 Jul 10	302 KB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2015 Jun 30	300 KB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.4148	9.0.30729.414 8	Not Defined	2015 Aug 13	240 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17	9.0.30729	Not Defined	2015 Jul 13	240 KB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.4148	9.0.30729.414 8	Not Defined	2015 Aug 13	232 KB
\bigcirc	DisplayLink Graphics	7.7.60373.0	C:\Program Files\DisplayLink Graphics	2016 Jan 15	86 KB
Ø	Plex Manufacturing Cloud x64 IE Settings	1.0.0	C:\Program Files\Plex Systems, Inc\Plex Manufacturing Cloud x64 IE Settings	2015 Jun 26	31 KB
\bigcirc	Lenovo USB Graphics	7.5.54614.0	C:\Program Files\Lenovo USB Graphics	2015 May 05	24 KB
\bigcirc	PhotoScape		C:\Program Files (x86)\PhotoScape	2015 Aug 07	1 KB
Ø	Autodesk DWG TrueView 2016 - English	20.1.49.0	C:\Program Files\Autodesk\DWG TrueView 2016 - English	2015 Aug 13	1 KB
\bigcirc	Realtek High Definition Audio Driver	6.0.1.7116	C:\Program Files\Realtek\Audio\HDA	2015 May 05	1 KB
Ø	Microsoft Visual Studio 2010 Tools for Office Runtime (x64)	10.0.50903	c:\Program Files\Common Files\Microsoft Shared\VSTO\10.0	2015 Jun 24	1 KB
\bigcirc	Bulk Rename Utility 2.7.1.3		C:\Program Files (x86)\Bulk Rename Utility	2015 Jul 07	1 KB
Ø	Lenovo USB3.0 to DVI VGA Monitor Adapter	1.07.17	C:\Program Files (x86)\Lenovo\USB3.0 DVI Adapter	2015 May 05	1 KB
\bigcirc	Microsoft Access Runtime 2013	15.0.4569.150 6	C:\Program Files (x86)\Microsoft Office	2015 May 05	1 KB
\bigcirc	CCleaner	5.11	C:\Program Files\CCleaner	2015 Nov 05	1 KB
\bigcirc	Microsoft Office Home and Business 2013 - en-us	15.0.4963.100 2	C:\Program Files\Microsoft Office 15	2015 Jun 22	1 KB
Ø	Microsoft Mouse and Keyboard Center	2.3.188.0	C:\Program Files\Microsoft Mouse and Keyboard Center	2015 Jul 02	1 KB
\bigcirc	Microsoft Office Professional 2013 - en-us	15.0.4963.100 2	C:\Program Files\Microsoft Office 15	2015 Jun 22	1 KB
\bigcirc	Adobe AIR	19.0.0.241	c:\Program Files (x86)\Common Files\Adobe AIR	2015 May 05	1 KB
\bigcirc	Dropbox	36.4.22	C:\Program Files (x86)\Dropbox\Client	2015 Sep 16	1 KB
Ø	Intel(R) Rapid Storage Technology	13.0.0.1098	C:\Program Files\Intel\Intel(R) Rapid Storage Technology	2015 May 05	1 KB
\bigcirc	Total Access Memo 2003 Runtime		Not Defined	2017 Oct 09	0 KB
Ø	Windows Driver Package - Intel Corporation (igfx) Display (01/29/2014 10.18.10.3412)	01/29/2014 10.18.10.3412	Not Defined	2017 Oct 09	0 KB
\overline{O}	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KB
Ø	Windows Driver Package - Intel (e1dexpress) Net (02/26/2013 12.6.47.0)	02/26/2013 12.6.47.0	Not Defined	2017 Oct 09	0 KB
\overline{O}	Total Access Memo 2007 Runtime		Not Defined	2017 Oct 09	0 KB

October 9, 2017

TAPR-LPTP01

Identification

Client	TecAirInc
Location	Munster
Computer	TAPR-LPTP01
Nickname	TAPR-LPTP01
Domain	tec-air
Local IP Address	192.168.0.13

Software Summary

Operating System	
Apps Installed	43
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	2.1 GB

Windows 7 Professional x64 Service Pack 1

	1.1				
Арр	plication Name	Version	File Location	Installed	Size
\bigcirc	Intel [®] PROSet/Wireless Software	19.60.0	C:\ProgramData\Package Cache\{03929cf1- 3ae4-4765-b8b3-32b8e2e26a8d}	2017 Aug 30	381 MB
Ø	SAP Crystal Reports runtime engine for .NET Framework (64-bit)	13.0.12.1494	Not Defined	2017 Aug 31	215 MB
\bigcirc	SAP Crystal Reports runtime engine for .NET Framework (32-bit)	13.0.12.1494	Not Defined	2017 Aug 31	202 MB
\bigcirc	EnterpriseIQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2017 Aug 31	192 MB
Ø	Foxit Reader	8.3.2.25013	C:\Program Files (x86)\Foxit Software\Foxit Reader	2017 Aug 30	169 MB
\bigcirc	ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 MB
\odot	Realtek High Definition Audio Driver	6.0.1.8224	C:\Program Files\Realtek\Audio\HDA	2017 Aug 30	111 MB
\bigcirc	Java 8 Update 144 (64-bit)	8.0.1440.1	C:\Program Files\Java\jre1.8.0_144	2017 Aug 30	109 MB
Ø	Intel(R) Management Engine Components	11.6.0.1045	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2017 Aug 30	101 MB
\bigcirc	Java 8 Update 144	8.0.1440.1	C:\Program Files (x86)\Java\jre1.8.0_144	2017 Aug 30	95 MB
0	Intel(R) Processor Graphics	10.18.10.4425	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2017 Aug 30	74 MB
\bigcirc	Lenovo On Screen Display	8.86.11	C:\Program Files\Lenovo\HOTKEY	2017 Aug 30	56 MB
\bigcirc	Google Chrome	61.0.3163.100	Not Defined	2017 Aug 30	48 MB
\bigcirc	Synaptics Pointing Device Driver	18.0.7.109	C:\Program Files\Synaptics\SynTP	2017 Aug 30	46 MB
Ø	Lenovo Fingerprint Manager Pro	8.01.57	C:\Program Files\Lenovo\Fingerprint Manager Pro	2017 Aug 30	32 MB
Ø	Intel(R) Wireless Bluetooth(R)(patch version 19.11.1639.649)	19.0.1607.064 8	C:\Program Files (x86)\Intel\Bluetooth	2017 Aug 30	27 MB
$\overline{\bigcirc}$	Lenovo System Update	5.07.0065	C:\Program Files (x86)\Lenovo\System Update	2017 Sep 13	25 MB
Ø	IQMS_PDF_Printer (novaPDF 7.7 printer)	7.7.394	C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2017 Aug 31	20 MB
Ø	Intel(R) USB 3.0 eXtensible Host Controller Driver	2.5.4.40	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2017 Aug 30	18 MB
\bigcirc	TeraCopy version 3.2	3.2	C:\Program Files\TeraCopy	2017 Aug 30	18 MB



Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 152 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
$\overline{\bigcirc}$	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2017 Aug 30	14 MB
\overline{O}	Dolby Advanced Audio v2	7.2.8000.17	c:\Program Files (x86)\Dolby Advanced Audio v2	2017 Aug 30	12 MB
$\overline{\bigcirc}$	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2017 Aug 30	11 MB
\bigcirc	Lenovo Active Protection System	1.82.00.17	C:\Program Files (x86)	2017 Aug 30	10 MB
\bigcirc	Synaptics WBF DDK 5011	4.5.327.0	C:\Program Files\Synaptics	2017 Aug 30	7 MB
\bigcirc	Integrated Camera	3.4.7.36	C:\Program Files (x86)\Integrated Camera	2017 Aug 30	7 MB
\bigcirc	7-Zip 16.04 (x64)	16.04	C:\Program Files\7-Zip	2017 Aug 30	5 MB
\bigcirc	LabTech [®] Software Remote Agent	11.0.387	Not Defined	2017 Aug 30	4 MB
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 30	2 MB
\bigcirc	Magical Jelly Bean KeyFinder	2.0.10.12	C:\Program Files (x86)\Magical Jelly Bean	2017 Aug 30	2 MB
\overline{O}	Intel(R) Network Connections Drivers	20.4	C:\Windows\system32	2009 Jul 14	916 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2017 Aug 30	600 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17	9.0.30729	Not Defined	2017 Aug 30	596 KB
$\overline{\bigcirc}$	Lenovo Auto Scroll Utility	2.21	C:\Program Files\Lenovo\VIRTSCRL	2017 Aug 30	500 KB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.56336	Not Defined	2017 Aug 31	422 KB
\overline{O}	Microsoft Office Home and Business 2013 - en-us	15.0.4433.150 8	C:\Program Files\Microsoft Office 15	2017 Aug 30	1 KB
\overline{O}	Spotify	1.0.64.399.g46 37b02a	$SC:\Users\ecatton\AppData\Roaming\Spotify$	2017 Oct 03	1 KB
\overline{O}	Power Manager	6.68.14	C:\Program Files (x86)\ThinkPad\Utilities	2017 Aug 30	1 KB
$\overline{\bigcirc}$	Realtek Card Reader	6.2.9200.2123 6	C:\Program Files (x86)\Realtek\Realtek Card Reader	2017 Aug 30	1 KB
\overline{O}	Microsoft .NET Framework 4.7	4.7.02053	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.7.02053	2017 Aug 30	1 KB
\overline{O}	Microsoft Visual Studio 2010 Tools for Office Runtime (x64)	10.0.50903	c:\Program Files\Common Files\Microsoft Shared\VSTO\10.0	2017 Aug 30	1 KB
Ø	Microsoft Office Enterprise 2007	12.0.4518.101 4	C:\Program Files (x86)\Microsoft Office	2017 Aug 30	1 KB
\bigcirc	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Aug 30	0 KB

MPACT

Software List

October 9, 2017

TAQA1 Identification

Client	TecAirInc
Location	Munster
Computer	TAQA1
Nickname	TAQA1
Domain	tec-air
Local IP Address	10.10.2.144

Software Summary

Operating System	
Apps Installed	50
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	2.43 GB

Windows 7 Professional x64 Service Pack 1

Арр	blication Name	Version	File Location	Installed	Size
$\overline{\bigcirc}$	Microsoft Silverlight	5.1.50907.0	C:\Program Files\Microsoft Silverlight	2017 Jun 27	349 MB
Ø	SAP Crystal Reports runtime engine for .NET Framework 4 (64-bit)	13.0.4.705	Not Defined	2014 Sep 12	207 MB
\overline{O}	SAP Crystal Reports runtime engine for .NET Framework 4 (32-bit)	13.0.4.705	Not Defined	2014 Sep 12	195 MB
\overline{O}	Adobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 13	195 MB
\overline{O}	Foxit Reader	8.0.0.624	C:\Program Files (x86)\Foxit Software\Foxit Reader	2016 Jun 29	179 MB
\overline{O}	JT2Go	10.1.14176	C:\Program Files (x86)\Siemens\JT2Go	2015 Sep 17	175 MB
\bigcirc	EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2014 Sep 12	173 MB
\overline{O}	ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 MB
\overline{O}	Java 7 Update 79	7.0.790	C:\Program Files (x86)\Java\jre7	2015 Apr 15	121 MB
\bigcirc	Java 7 Update 79 (64-bit)	7.0.790	C:\Program Files\Java\jre7	2015 Apr 15	119 MB
\overline{O}	Java 8 Update 101 (64-bit)	8.0.1010.13	C:\Program Files\Java\jre1.8.0_101	2016 Jul 20	106 MB
\overline{O}	Java 8 Update 101	8.0.1010.13	C:\Program Files (x86)\Java\jre1.8.0_101	2016 Jul 20	93 MB
\overline{O}	Mozilla Firefox 47.0.1 (x86 en-US)	47.0.1	C:\Program Files (x86)\Mozilla Firefox	2014 Sep 16	92 MB
Ø	Intel(R) Processor Graphics	9.18.10.3220	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2014 Jun 07	74 MB
\bigcirc	Google Chrome	52.0.2743.82	Not Defined	2016 Jul 21	51 MB
Ø	Microsoft .NET Framework 4.5	4.5.50709	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache	2014 Jun 07	39 MB
\overline{O}	Microsoft SkyDrive	16.4.6013.091 0	Not Defined	2017 Oct 09	25 MB
Ø	Intel(R) Management Engine Components	9.0.0.1323	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2014 Jun 07	20 MB
\overline{O}	Skype™ 6.0	6.0.126	C:\Program Files (x86)\Skype	2014 Jun 06	20 MB
Ø	IQMS_PDF_Printer (novaPDF 7.3 printer)		C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2014 Sep 12	19 MB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 154 of 253

Software List



	lication Name	Version	File Location	Installed	Size
\bigcirc	Adobe Flash Player 22 NPAPI	22.0.0.209	Not Defined	2017 Oct 09	19 MB
\bigcirc	Adobe Flash Player 22 ActiveX	22.0.0.210	Not Defined	2017 Oct 09	19 MB
Ø	Intel(R) USB 3.0 eXtensible Host Controller Driver	2.5.0.19	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2014 Jun 07	18 MB
Ø	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2017 Jan 12	14 MB
Ø	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2017 Jan 12	11 MB
\bigcirc	LabTechAD	1.0.0	Not Defined	2014 Sep 12	7 MB
\bigcirc	7-Zip 16.02 (x64)	16.02	C:\Program Files\7-Zip	2016 Jun 06	5 MB
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
Ø	Microsoft SQL Server 2005 Compact Edition [ENU]	3.1.0000	C:\Program Files (x86)\Microsoft SQL Server Compact Edition	2013 Aug 06	2 MB
\bigcirc	ScreenConnect Client (5309622f739d9456)	5.1.8574.5539	-	2015 Jun 10	1 MB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2017 Jan 12	600 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.5026	9.0.30729.502 6	Not Defined	2015 Sep 17	597 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17	9.0.30729	Not Defined	2013 Aug 06	596 KB
Ø	Mozilla Maintenance Service	47.0.1	C:\Program Files (x86)\Mozilla Maintenance Service	2014 Sep 16	375 KB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2017 Jan 12	300 KB
Ø	Intel(R) Rapid Storage Technology	12.8.0.1016	C:\Program Files\Intel\Intel(R) Rapid Storage Technology	2014 Jun 07	1 KB
\bigcirc	Welcome Center	1.02.3507	C:\Program Files (x86)\Acer\Welcome Center	2013 Aug 06	1 KB
Ø	Intel(R) SDK for OpenCL - CPU Only Runtime Package	3.0.0.66956	C:\Program Files (x86)\Intel\OpenCL SDK\3.0	2014 Jun 07	1 KB
\bigcirc	Realtek Ethernet Controller Driver	7.73.618.2013	C:\Program Files (x86)\Realtek\NICDRV_8169	2014 Jun 06	1 KB
\bigcirc	Adobe Shockwave Player 12.1	12.1.3.153	C:\Windows\SysWOW64\Adobe	2014 Sep 12	1 KB
Ø	Windows Live Essentials	15.4.3538.051 3	C:\Program Files (x86)\Windows Live	2013 Aug 06	1 KB
\bigcirc	Acer Updater	1.02.3502	C:\Program Files\Acer\Acer Updater	2013 Aug 06	1 KB
\bigcirc	Acer Registration	1.04.3506	C:\Program Files (x86)\Acer\Registration	2013 Aug 06	1 KB
Ø	Realtek High Definition Audio Driver	6.0.1.6878	C:\Program Files\Realtek\Audio\HDA	2014 Jun 06	1 KB
Ū	Acer eRecovery Management	5.01.3511	C:\Program Files\Acer\Acer eRecovery Management	2014 Jun 06	1 KB
Ø	Adobe AIR	15.0.0.249	c:\Program Files (x86)\Common Files\Adobe AIR	2014 Sep 12	1 KB
Ø	Microsoft Office Home and Business 2013 - en-us	15.0.4963.100 2	C:\Program Files\Microsoft Office 15	2014 Sep 12	1 KB
\bigcirc	Acer Framework	3.00.5500	C:\Program Files\Acer\Empowering Technology	2013 Aug 06	1 KB



Application Name	Version	File Location	Installed	Size
 Microsoft Visual Studio 2010 Tools for Offic Runtime (x64) 	e 10.0.50903	C:\Program Files\Common Files\Microsoft Shared\VSTO\10.0	2017 Jan 12	1 KB
SET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KB

MPACT

Software List

October 9, 2017

TAQA2 Identification

Client	TecAirInc
Location	Munster
Computer	TAQA2
Nickname	TAQA2
Domain	tec-air
Local IP Address	10.10.2.142

Software Summary

Operating System	
Apps Installed	36
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	1.14 GB

Windows 7 Professional x64 Service Pack 1

Арр	lication Name	Version	File Location	Installed	Size
\bigcirc	Microsoft Silverlight	5.1.50907.0	C:\Program Files\Microsoft Silverlight	2017 Jun 27	349 MB
\bigcirc	Adobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 13	195 MB
\bigcirc	ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 MB
\overline{O}	Java 8 Update 101 (64-bit)	8.0.1010.13	C:\Program Files\Java\jre1.8.0_101	2016 Jul 20	106 MB
\bigcirc	Java 8 Update 101	8.0.1010.13	C:\Program Files (x86)\Java\jre1.8.0_101	2016 Jul 20	93 MB
Ø	Intel(R) Processor Graphics	10.18.10.3496	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2014 Jul 03	74 MB
\bigcirc	Google Chrome	52.0.2743.82	Not Defined	2016 Jul 21	51 MB
Ø	Microsoft .NET Framework 4.5.1	4.5.50938	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.5.50938	2014 Jul 03	39 MB
\overline{O}	Microsoft SkyDrive	16.4.6013.091 0	Not Defined	2017 Oct 09	25 MB
\bigcirc	Skype™ 6.0	6.0.126	C:\Program Files (x86)\Skype	2014 Jul 03	20 MB
\overline{O}	Adobe Flash Player 22 ActiveX	22.0.0.210	Not Defined	2017 Oct 09	19 MB
Ø	Intel(R) USB 3.0 eXtensible Host Controller Driver	2.5.3.34	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2014 Jul 03	18 MB
\overline{O}	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 May 12	14 MB
\bigcirc	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 May 12	11 MB
\bigcirc	LabTechAD	1.0.0	Not Defined	2014 Nov 14	7 MB
$\overline{\bigcirc}$	7-Zip 16.02 (x64)	16.02	C:\Program Files\7-Zip	2016 Jun 06	5 MB
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
Ø	Microsoft SQL Server 2005 Compact Edition [ENU]	3.1.0000	C:\Program Files (x86)\Microsoft SQL Server Compact Edition	2013 Aug 06	2 MB
\overline{O}	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2015 May 12	600 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 157 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17	9.0.30729	Not Defined	2013 Aug 06	596 KB
$\overline{\bigcirc}$	Acer Registration	1.04.3506	C:\Program Files (x86)\Acer\Registration	2013 Aug 06	1 KB
\bigcirc	Acer Updater	1.02.3502	C:\Program Files\Acer\Acer Updater	2013 Aug 06	1 KB
\bigcirc	Adobe AIR	15.0.0.356	c:\Program Files (x86)\Common Files\Adobe AIR	2014 Nov 14	1 KB
\bigcirc	Adobe Shockwave Player 12.1	12.1.4.154	C:\Windows\SysWOW64\Adobe	2014 Nov 14	1 KB
Ø	Microsoft Office Home and Business 2013 - en-us	15.0.4963.100 2	C:\Program Files\Microsoft Office 15	2014 Nov 14	1 KB
\bigcirc	Realtek High Definition Audio Driver	6.0.1.6878	C:\Program Files\Realtek\Audio\HDA	2014 Jul 03	1 KB
\bigcirc	Intel(R) Management Engine Components	10.0.0.1204	C:\Program Files\Intel\Intel(R) Management Engine Components	2014 Jul 03	1 KB
\bigcirc	Realtek Ethernet Controller Driver	7.73.618.2013	C:\Program Files (x86)\Realtek\NICDRV_8169	2014 Jul 03	1 KB
\bigcirc	Intel(R) Rapid Storage Technology	13.0.0.1098	C:\Program Files\Intel\Intel(R) Rapid Storage Technology	2014 Jul 03	1 KB
\bigcirc	Welcome Center	1.02.3507	C:\Program Files (x86)\Acer\Welcome Center	2013 Aug 06	1 KB
\bigcirc	Windows Live Essentials	15.4.3538.051 3	C:\Program Files (x86)\Windows Live	2013 Aug 06	1 KB
Ø	Microsoft Visual Studio 2010 Tools for Office Runtime (x64)	10.0.50903	C:\Program Files\Common Files\Microsoft Shared\VSTO\10.0	2015 May 12	1 KB
Ø	Acer eRecovery Management	5.01.3511	C:\Program Files\Acer\Acer eRecovery Management	2014 Jul 03	1 KB
\bigcirc	Acer Framework	3.00.5500	C:\Program Files\Acer\Empowering Technology	2013 Aug 06	1 KB
\bigcirc	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KB

October 9, 2017

TASALES1



Client	TecAirInc
Location	Munster
Computer	TASALES1
Nickname	TASALES1
Domain	WORKGROUP
Local IP Address	10.10.2.65

Software Summary

Operating System	
Apps Installed	74
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	2.92 GB

Windows 7 Professional x64 Service Pack 1

Application Name	Version	File Location	Installed	Size
😥 Nitro Pro 9	9.0.6.20	Not Defined	2014 Jun 28	526 ME
Intel? PROSet/Wireless Software	19.1.0	C:\ProgramData\Package Cache\{12415e07- c869-4438-9d99-b55261706671}	2016 Oct 21	346 ME
Ø Microsoft Silverlight	5.1.50901.0	c:\Program Files\Microsoft Silverlight	2017 Jan 13	299 ME
Adobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 12	195 ME
Lenovo Solution Center	3.3.003.00	C:\Program Files\Lenovo\Lenovo Solution Center	2016 Jul 14	139 ME
SET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 ME
Realtek High Definition Audio Driver	6.0.1.8224	C:\Program Files (x86)\Realtek\Audio\Drivers	2017 Aug 30	111 ME
🤣 Java 8 Update 101 (64-bit)	8.0.1010.13	C:\Program Files\Java\jre1.8.0_101	2016 Jul 20	106 ME
Lenovo Fingerprint Manager Pro	8.01.57	C:\Program Files (x86)\InstallShield Installation Information\{314FAD12-F785-4471-BCE8- AB506642B9A1}	2016 Mar 14	100 ME
🤣 Java 8 Update 101	8.0.1010.13	C:\Program Files (x86)\Java\jre1.8.0_101	2016 Jul 20	93 ME
闵 RealPlayer (RealTimes)	18.1.3	C:\Program Files (x86)\Real\RealPlayer	2016 Feb 18	92 ME
🕑 Intel(R) WiDi	4.2.24.0	C:\Program Files\Intel Corporation\Intel WiDi	2014 Jun 28	84 ME
Intel(R) Processor Graphics	10.18.10.3412	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2014 Jun 29	74 ME
Intel(R) PROSet/Wireless Software for Bluetooth(R)	3.1.1311.0402	C:\Program Files (x86)\Intel\Bluetooth	2014 Jun 28	59 ME
😧 Lenovo Reach	1.1.3.7	C:\Program Files (x86)\Lenovo\Lenovo Reach	2014 Jun 28	57 ME
Lenovo On Screen Display	8.85.03	C:\Program Files\Lenovo\HOTKEY	2014 Jun 29	56 ME
🖸 Google Chrome	61.0.3163.100	Not Defined	2016 Jul 21	51 ME
🕑 ThinkPad UltraNav Driver	18.0.7.34	C:\Program Files\Synaptics\SynTP	2014 Jun 29	46 ME
Microsoft .NET Framework 4.5.2	4.5.51209	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.5.51209	2015 Jan 16	39 ME
Intel(R) Smart Connect Technology	4.2.41.2710	Not Defined	2014 Jun 28	31 ME



Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 159 of 253

Software List



Арр	blication Name	Version	File Location	Installed	Size
\bigcirc	Microsoft OneDrive	17.0.4023.121 1	Not Defined	2017 Oct 09	27 MB
\bigcirc	DisplayLink Core Software	7.4.51572.0	C:\Program Files\DisplayLink Core Software	2014 Jun 28	26 MB
\bigcirc	FortiClient	5.2.2.0624	C:\Program Files (x86)\Fortinet\FortiClient	2015 Jan 16	26 MB
\bigcirc	Lenovo System Update	5.07.0065	C:\Program Files (x86)\Lenovo\System Update	2017 Sep 13	25 MB
Ø	Multifactor Authentication Client	1.3.2.3008	C:\Program Files	2015 Jan 16	23 MB
0	Intel(R) Management Engine Components	9.5.22.1760	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2014 Jun 29	20 MB
Ø	Intel(R) USB 3.0 eXtensible Host Controller Driver	2.5.1.28	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2014 Jun 29	18 MB
\bigcirc	Microsoft Visual C++ 2012 Redistributable (x86) -	11.0.60610.1	C:\ProgramData\Package Cache\{95716cce-fc71 -413f-8ad5-56c2892d4b3a}	2014 Jun 29	17 MB
\bigcirc	USB Enhanced Performance Keyboard	2.0.2.2	C:\Program Files\Lenovo\USB Enhanced Performance Keyboard	2015 Mar 14	15 MB
0	Microsoft Visual C++ 2010 x64 Redistributable - 1	10.0.40219	Not Defined	2015 May 12	14 MB
\bigcirc	SHAREit	3.2.0.543	C:\Program Files (x86)\SHAREit\SHAREit	2016 Mar 14	13 MB
Ø	Dolby Advanced Audio v2	7.2.8000.17	c:\Program Files (x86)\Dolby Advanced Audio v2	2017 Aug 30	12 MB
Ø	Lenovo Communications Utility	3.1.22.0	C:\Program Files\Lenovo\Communications Utility	2017 Aug 02	11 MB
Ø	Microsoft Visual C++ 2010 x86 Redistributable - 1	10.0.40219	Not Defined	2015 May 12	11 MB
\bigcirc	Lenovo Active Protection System	1.82.00.14	Not Defined	2017 Apr 04	11 MB
\bigcirc	Lenovo QuickControl	2.10	C:\Program Files (x86)\Lenovo\QuickControl	2014 Jun 28	11 MB
\bigcirc	Lenovo Peer Connect SDK	1.0.0.4	C:\Program Files\Lenovo\Lenovo Peer Connect	2014 Jun 28	10 MB
\bigcirc	Create Recovery Media	1.20.0.00	C:\Program Files (x86)\Lenovo\Factory Recovery	2014 Jun 28	8 MB
\bigcirc	Lenovo QuickDisplay	1.2.6.0	C:\Program Files\Lenovo\QuickDisplay	2014 Jun 28	8 MB
\bigcirc	TemWebRTCPlugin	0.8.874	Not Defined	2016 Jul 28	8 MB
\bigcirc	Synaptics WBF DDK 5011	4.5.327.0	C:\Program Files\Synaptics	2016 Mar 14	7 MB
\bigcirc	Integrated Camera	3.4.7.26	C:\Program Files (x86)\Integrated Camera	2014 Jun 29	7 MB
Ø	Search App by Ask	12.45.1.46	Not Defined	2016 Nov 11	6 MB
Ø	7-Zip 16.02 (x64)	16.02	C:\Program Files\7-Zip	2016 Jun 06	5 MB
Ø	Lenovo Registration	1.0.3	C:\Program Files (x86)\Lenovo Registration	2014 Jun 28	4 MB
Ø	Lenovo Warranty Information	1.0.0011.00	C:\Program Files (x86)\Lenovo\Warranty Viewer	2014 Jun 28	2 MB
0	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
Ø	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB
\bigcirc	Lenovo User Guide	1.0.0009.00	C:\ProgramData\Lenovo\userguides\viewer	2014 Jun 28	606 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 160 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
\overline{O}	Microsoft Visual C++ 2008 Redistributable - x86 9.	9.0.30729.616 1	Not Defined	2015 May 12	598 KB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x86 9.	9.0.30729	Not Defined	2014 Jun 28	596 KB
$\overline{\bigcirc}$	Citrix Online Launcher	1.0.252	Not Defined	2015 Jan 22	294 KB
\bigcirc	Lenovo USB Graphics	7.4.51587.0	C:\Program Files\Lenovo USB Graphics	2014 Jun 28	22 KB
\bigcirc	Lenovo USB3.0 to DVI VGA Monitor Adapter	1.07.15	C:\Program Files (x86)\Lenovo\USB3.0 DVI Adapter	2014 Jun 28	1 KB
\bigcirc	Power Manager	6.68.10	C:\Program Files (x86)\ThinkPad\Utilities	2014 Jun 29	1 KB
\bigcirc	Microsoft Office Home and Business 2013 - en-us	15.0.4963.100 2	C:\Program Files\Microsoft Office 15	2015 Jan 16	1 KB
\bigcirc	Norton Security Scan	4.3.1.3	C:\Program Files (x86)\Norton Security Scan	2016 Feb 18	1 KB
\bigcirc	Microsoft Visual Studio 2010 Tools for Office Runt	10.0.50903	c:\Program Files\Common Files\Microsoft Shared\VSTO\10.0	2015 May 13	1 KB
$\overline{\bigcirc}$	Realtek Card Reader	6.2.9200.2123 6	C:\Program Files (x86)\Realtek\Realtek Card Reader	2014 Jun 28	1 KB
$\overline{\bigcirc}$	Disable AMT Profile Synchronization Pop-up for Win	1.00	C:\Program Files\Lenovo\DisableAMTPopup	2014 Jun 29	1 KB
\bigcirc	Adobe Shockwave Player 12.1	12.1.6.156	C:\Windows\SysWOW64\Adobe	2015 Jan 16	1 KB
Ø	Thinkpad USB 3.0 Ethernet Adapter Driver	7.4.911.2013	C:\Program Files (x86)\Lenovo\Thinkpad USB 3.0 Ethernet Adapter Driver	2014 Jun 28	1 KB
$\overline{\bigcirc}$	Registry Patch to Enable Maximum Power Saving on W	1.00	C:\Program Files\Lenovo\EnablePS	2014 Jun 29	1 KB
\bigcirc	Lenovo SHAREit	1.0.11.0	C:\Program Files (x86)\lenovo\SHAREit	2014 Jun 28	1 KB
\bigcirc	Lenovo Auto Scroll Utility	2.11	C:\Program Files\Lenovo\VIRTSCRL	2014 Jun 29	1 KB
\overline{O}	TeamViewer 10	10.0.47484	C:\Program Files (x86)\TeamViewer	2015 Jan 16	1 KB
Ø	Adobe AIR	18.0.0.199	c:\Program Files (x86)\Common Files\Adobe AIR	2014 Jun 29	1 KB
$\overline{\bigcirc}$	Windows Driver Package - Intel (e1dexpress) Net (07/12/2013 12.8.33.9427	Not Defined	2017 Oct 09	0 KB
$\overline{\bigcirc}$	Windows Driver Package - Lenovo 1.67.04.04 (11/07/	11/07/2013 1.67.04.04	Not Defined	2017 Oct 09	0 KB
\bigcirc	iscsicli		Not Defined	2017 Oct 09	0 KB
Ø	Windows Driver Package - Synaptics (SmbDrv) System	02/25/2014 18.0.7.34	Not Defined	2017 Oct 09	0 KB
\bigcirc	Windows Driver Package - Synaptics (SynTP) Mouse	02/25/2014 18.0.7.34	Not Defined	2017 Oct 09	0 KB
\bigcirc	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 26	0 KB
Ø	Windows Driver Package - Intel Corporation (iaStor	11/15/2013 12.8.10.1005	Not Defined	2017 Oct 09	0 KB

October 9, 2017

TASCHED-LPTP

Identification

Client	TecAirInc
Location	Munster
Computer	TASCHED-LPTP
Nickname	TASCHED-LPTP
Domain	tec-air
Local IP Address	10.10.2.109

Software Summary

Operating System	
Apps Installed	65
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	2 GB

Windows 7 Professional x64 Service Pack 1

Арр	blication Name	Version	File Location	Installed	Size
\bigcirc	Intel? PROSet/Wireless Software	17.13.11	C:\ProgramData\Package Cache\{a9888f41- 68ae-43df-bd7d-d93405a44106}	2015 Jul 29	252 MB
0	SAP Crystal Reports runtime engine for .NET Framew	13.0.12.1494	Not Defined	2015 Nov 09	215 MB
\overline{O}	HP Officejet 4630 series Basic Device Software	32.3.198.4967 3	Not Defined	2015 Sep 30	208 MB
\overline{O}	SAP Crystal Reports runtime engine for .NET Framew	13.0.12.1494	Not Defined	2015 Nov 09	202 MB
\overline{O}	Adobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 23	201 MB
\bigcirc	EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2015 Nov 09	195 MB
\bigcirc	ESET Endpoint Antivirus	6.5.2107.1	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Jul 14	134 MB
$\overline{\bigcirc}$	Intel(R) WiDi	5.0.32.0	C:\Program Files\Intel Corporation\Intel WiDi	2015 Jul 28	78 MB
Ø	Intel(R) Processor Graphics	10.18.14.4029	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2015 Jul 29	74 MB
\bigcirc	Google Chrome	52.0.2743.82	Not Defined	2016 Jul 23	51 MB
Ø	Intel(R) Wireless Bluetooth(R)(patch version 17.1.	17.1.1407.048 0	C:\Program Files (x86)\Intel\Bluetooth	2015 Jul 28	41 MB
0	Microsoft .NET Framework 4.5.2	4.5.51209	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.5.51209	2014 Nov 13	39 MB
0	Microsoft OneDrive	17.3.5951.082 7	Not Defined	2017 Aug 17	36 MB
0	Lenovo Solution Center	2.8.006.00	C:\Program Files\Lenovo\Lenovo Solution Center	2015 Dec 21	35 MB
$\overline{\bigcirc}$	DisplayLink Core Software	7.5.54609.0	C:\Program Files\DisplayLink Core Software	2015 Jul 28	27 MB
Ø	ThinkPad UltraNav Driver	8.216.1616.11 4	C:\Program Files\Apoint2K	2015 Jul 29	26 MB
\bigcirc	Lenovo System Update	5.07.0059	C:\Program Files (x86)\Lenovo\System Update	2017 Jul 14	24 MB
$\overline{\bigcirc}$	Intel(R) Update Manager	3.4.1942	Not Defined	2016 Oct 09	23 MB
Ø	Microsoft Visual C++ 2012 Redistributable (x64) -	11.0.61030.0	C:\ProgramData\Package Cache\{ca67548a- 5ebe-413a-b50c-4b9ceb6d66c6}	2015 Jul 29	21 MB



Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 162 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
\bigcirc	IQMS_PDF_Printer (novaPDF 7.7 printer)	7.7.394	C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2015 Nov 09	20 MB
Ø	Intel(R) USB 3.0 eXtensible Host Controller Driver	3.0.3.60	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2015 Jul 29	18 MB
\bigcirc	REACHit	2.5.005.12	C:\Program Files (x86)\Lenovo\REACHit	2016 Jul 03	18 MB
$\overline{\bigcirc}$	Microsoft Visual C++ 2012 Redistributable (x86) -	11.0.60610.1	C:\ProgramData\Package Cache\{95716cce-fc71 -413f-8ad5-56c2892d4b3a}	2015 Jul 29	17 MB
\bigcirc	Lenovo Fingerprint Manager	4.5.289.0	C:\Program Files\Synaptics	2015 Oct 01	15 MB
\overline{O}	Integrated Camera	6.2.9200.1029 1	C:\Program Files (x86)\Realtek\Realtek PC Camera	2015 Jul 28	14 MB
\bigcirc	Lenovo QuickControl	2.40	C:\Program Files (x86)\Lenovo\QuickControl	2015 Jul 28	12 MB
\bigcirc	Lenovo Peer Connect SDK	1.0.0.7	C:\Program Files\Lenovo\Lenovo Peer Connect	2015 Jul 28	10 MB
$\overline{\bigcirc}$	ThinkVantage Active Protection System	1.80.03.00	C:\Program Files (x86)	2015 Jul 28	9 MB
$\overline{\bigcirc}$	Create Recovery Media	1.20.0.00	C:\Program Files (x86)\Lenovo\Factory Recovery	2015 Jul 28	8 MB
\bigcirc	LabTechAD	1.0.0	Not Defined	2015 Sep 29	8 MB
$\overline{\bigcirc}$	Message Center Plus	3.3.0004.00	C:\Program Files (x86)\Lenovo\Message Center Plus	2015 Jul 28	3 MB
$\overline{\bigcirc}$	Lenovo Warranty Information	1.0.0011.00	C:\Program Files (x86)\Lenovo\Warranty Viewer	2015 Jul 28	2 MB
\overline{O}	Dolby Advanced Audio v2	7.2.8000.17	C:\Program Files (x86)\Dolby Advanced Audio v2	2015 Jul 28	2 MB
\bigcirc	Lenovo PowerENGAGE	2.51.0040	C:\Program Files (x86)\Lenovo Registration	2015 Jul 28	2 MB
$\overline{\bigcirc}$	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 07	2 MB
$\overline{\bigcirc}$	MSXML 4.0 SP2 (KB973688)	4.20.9876.0	Not Defined	2015 Oct 06	1 MB
$\overline{\bigcirc}$	MSXML 4.0 SP2 (KB954430)	4.20.9870.0	Not Defined	2015 Oct 03	1 MB
\bigcirc	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB
\bigcirc	Lenovo User Guide	1.0.0009.00	C:\ProgramData\Lenovo\userguides\viewer	2015 Jul 28	606 KB
$\overline{\bigcirc}$	Microsoft Visual C++ 2008 Redistributable - x86 9.	9.0.30729.616 1	Not Defined	2015 Oct 03	598 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.	9.0.30729	Not Defined	2015 Jul 28	596 KB
\bigcirc	Citrix Online Launcher	1.0.362	Not Defined	2015 Oct 08	302 KB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2015 Nov 10	300 KB
\bigcirc	GoTo Opener	1.0.459	Not Defined	2017 Jun 30	276 KB
\bigcirc	Lenovo USB Graphics	7.5.54614.0	C:\Program Files\Lenovo USB Graphics	2015 Jul 28	24 KB
Ø	Conexant HD Audio	8.65.48.56	C:\Program Files\CONEXANT\CNXT_AUDIO_HDA	2015 Jul 29	1 KB
Ø	Microsoft Office Home and Business 2016 - en-us	16.0.8326.207 3	C:\Program Files (x86)\Microsoft Office	2015 Jul 29	1 KB
$\overline{\bigcirc}$	Lenovo Auto Scroll Utility	2.12	C:\Program Files\Lenovo\VIRTSCRL	2015 Jul 29	1 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 163 of 253

Software List



Арр	olication Name	Version	File Location	Installed	Size
\bigcirc	Thinkpad USB 3.0 Ethernet Adapter Driver	7.4.911.2013	C:\Program Files (x86)\Lenovo\Thinkpad USB 3.0 Ethernet Adapter Driver	2015 Jul 28	1 KB
$\overline{\bigcirc}$	Liaison EDI Notepad	8.0	C:\Program Files (x86)\Liaison\SHARED\Bin	2015 Sep 30	1 KB
\bigcirc	GoToMeeting 8.9.1.7469	8.9.1.7469	C:\Program Files (x86)\GoToMeeting\7469	2017 Aug 17	1 KB
0	Adobe AIR	20.0.0.233	c:\Program Files (x86)\Common Files\Adobe AIR	2015 Jul 29	1 KB
\overline{O}	ThinkPad OneLink Dock	1.08.30	C:\Program Files (x86)\Lenovo\OneLink Dock	2015 Jul 28	1 KB
Ø	Microsoft Visual C++ 2012 Redistributable (x64) -	11.0.60610.1	C:\ProgramData\Package Cache\{a1909659- 0a08-4554-8af1-2175904903a1}	2015 Jul 29	1 KB
\bigcirc	Lenovo USB3.0 to DVI VGA Monitor Adapter	1.07.17	C:\Program Files (x86)\Lenovo\USB3.0 DVI Adapter	2015 Jul 28	1 KB
\bigcirc	On Screen Display	8.51.00	C:\Program Files\Lenovo\HOTKEY	2015 Jul 29	1 KB
Ø	Realtek Card Reader	6.3.9600.2124 7	C:\Program Files (x86)\Realtek\Realtek Card Reader	2015 Jul 28	1 KB
\overline{O}	Power Manager	6.67.2	C:\Program Files (x86)\ThinkPad\Utilities	2015 Jul 29	1 KB
Ø	Intel(R) Management Engine Components	10.0.30.1072	C:\Program Files\Intel\Intel(R) Management Engine Components	2015 Jul 29	1 KB
$\overline{\bigcirc}$	TeamViewer 10	10.0.47484	C:\Program Files (x86)\TeamViewer	2015 Sep 30	1 KB
\bigcirc	Lenovo Power Management Driver	1.67.09.03	Not Defined	2017 Aug 17	0 KB
\overline{O}	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Aug 01	0 KB
0	Windows Driver Package - Intel Corporation (iaStor	08/22/2014 13.5.0.1056	Not Defined	2017 Aug 17	0 KB
Ø	Windows Driver Package - Lenovo 1.67.09.03 (11/07/	11/07/2014 1.67.09.03	Not Defined	2017 Aug 17	0 KB
0	Windows Driver Package - Intel (e1dexpress) Net (09/29/2014 12.12.80.19	Not Defined	2017 Aug 17	0 KB

October 9, 2017

TASHOPFLOOR-D6

Identification

Client	TecAirInc
Location	Munster
Computer	TASHOPFLOOR-D6
Nickname	TASHOPFLOOR-D6
Domain	tec-air
Local IP Address	10.10.2.63

Software Summary

Operating System	
Apps Installed	40
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	1.98 GB

Windows 7 Professional x64 Service Pack 1

Арр	lication Name	Version	File Location	Installed	Size
$\overline{\bigcirc}$	Intel [®] PROSet/Wireless Software	15.6.1	C:\ProgramData\Package Cache\{fad118b4-798f -4755-9e67-a622eec95b62}	2015 Jul 30	324 MB
\bigcirc	Microsoft Office	15.0.4693.100 5	Not Defined	2015 Jul 29	322 MB
\bigcirc	SAP Crystal Reports runtime engine for .NET Framework (64-bit)	13.0.12.1494	Not Defined	2016 Apr 25	215 MB
\bigcirc	SAP Crystal Reports runtime engine for .NET Framework (32-bit)	13.0.12.1494	Not Defined	2016 Apr 25	202 MB
\bigcirc	EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2015 Oct 24	195 MB
Ø	Adobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 13	195 MB
\bigcirc	ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 MB
\bigcirc	Mozilla Firefox 47.0.1 (x86 en-US)	47.0.1	C:\Program Files (x86)\Mozilla Firefox	2015 Nov 10	92 MB
Ø	Intel(R) Processor Graphics	10.18.14.4206	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2015 Jul 30	74 MB
\bigcirc	Google Chrome	52.0.2743.82	Not Defined	2016 Jul 21	51 MB
\bigcirc	Power Manager	3.20.0008	C:\Program Files (x86)\Lenovo\PowerMgr	2015 Jul 29	45 MB
Ø	Microsoft .NET Framework 4.5.2	4.5.51209	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.5.51209	2014 Nov 13	39 MB
\bigcirc	DisplayLink Core Software	7.5.54609.0	C:\Program Files\DisplayLink Core Software	2015 Jul 29	27 MB
\bigcirc	Microsoft Visual C++ 2012 Redistributable (x64) - 11.0.61030	11.0.61030.0	C:\ProgramData\Package Cache\{ca67548a- 5ebe-413a-b50c-4b9ceb6d66c6}	2015 Jul 30	21 MB
Ø	Intel(R) Management Engine Components	9.0.0.1323	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2015 Jul 30	20 MB
\bigcirc	Intel(R) USB 3.0 eXtensible Host Controller Driver	2.5.0.19	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2015 Jul 30	18 MB
Ø	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Jul 29	14 MB
Ø	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Jul 29	11 MB
\bigcirc	Create Recovery Media	1.20.0.00	C:\Program Files (x86)\Lenovo\Factory Recovery	2015 Jul 29	8 MB



Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 165 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
\overline{O}	LabTechAD	1.0.0	Not Defined	2015 Oct 02	8 ME
Ø	Microsoft Visual C++ 2005 Redistributable	8.0.56336	Not Defined	2016 Apr 25	3 ME
0	Message Center Plus	3.3.0004.00	C:\Program Files (x86)\Lenovo\Message Center Plus	2015 Jul 29	3 ME
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 ME
Ø	LBAI	1.0.0.8	C:\Program Files (x86)\Lenovo\LBAI	2015 Jul 29	1 ME
\bigcirc	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 ME
Ø	Intel(R) Network Connections Drivers	19.5	C:\Windows\system32	2014 Feb 20	916 KE
0	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.6161	9.0.30729.616 1	Not Defined	2015 Jul 29	788 KE
\bigcirc	Lenovo User Guide	1.0.0009.00	C:\ProgramData\Lenovo\userguides\viewer	2015 Jul 29	606 KE
0	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2015 Jul 29	600 KE
0	Mozilla Maintenance Service	47.0.1	C:\Program Files (x86)\Mozilla Maintenance Service	2015 Nov 10	375 KI
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2015 Oct 26	300 KE
\bigcirc	Lenovo USB Graphics	7.5.54614.0	C:\Program Files\Lenovo USB Graphics	2015 Jul 29	24 KE
0	Adobe AIR	16.0.0.245	c:\Program Files (x86)\Common Files\Adobe AIR	2015 Jul 30	1 KE
\bigcirc	Realtek High Definition Audio Driver	6.0.1.7116	C:\Program Files\Realtek\Audio\HDA	2015 Jul 29	1 KE
\bigcirc	PCM3.0Agent	3.0.2014.0314	C:\Program Files (x86)\Lenovo\PCM3.0Agent	2015 Jul 29	1 KE
0	Lenovo USB3.0 to DVI VGA Monitor Adapter	1.07.17	C:\Program Files (x86)\Lenovo\USB3.0 DVI Adapter	2015 Jul 29	1 KE
Ø	Intel(R) Rapid Storage Technology	13.0.0.1098	C:\Program Files\Intel\Intel(R) Rapid Storage Technology	2015 Jul 30	1 KE
0	Windows Driver Package - Intel (e1dexpress) Net (11/25/2014 12.12.80.1920)	11/25/2014 12.12.80.1920	Not Defined	2017 Oct 09	0 KE
\bigcirc	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KE
Ø	Windows Driver Package - Intel Corporation (igfx) Display (01/29/2014 10.18.10.3412)	01/29/2014 10.18.10.3412	Not Defined	2017 Oct 09	0 KE

October 9, 2017

TASHOPFLOOR-E7

Identification

Client	TecAirInc	
Location	Munster	
Computer	TASHOPFLOOR-E7	
Nickname	TASHOPFLOOR-E7	
Domain	tec-air	
Local IP Address	10.10.2.87	

Software Summary

Operating System	
Apps Installed	36
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	1.86 GB

Windows 7 Professional x64 Service Pack 1

Ар	blication Name	Version	File Location	Installed	Size
0	Intel [®] PROSet/Wireless Software	15.6.1	C:\ProgramData\Package Cache\{fad118b4-798f -4755-9e67-a622eec95b62}	2015 Jul 30	324 ME
0	Microsoft Office	15.0.4693.100 5	Not Defined	2015 Jul 29	322 MI
0	SAP Crystal Reports runtime engine for .NET Framework (64-bit)	13.0.12.1494	Not Defined	2015 Oct 24	215 MI
0	SAP Crystal Reports runtime engine for .NET Framework (32-bit)	13.0.12.1494	Not Defined	2015 Oct 24	202 MI
\bigcirc	EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2015 Oct 24	195 MI
0	Adobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 13	195 ME
\bigcirc	ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 MI
0	Intel(R) Processor Graphics	10.18.14.4206	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2015 Jul 30	74 MI
\bigcirc	Power Manager	3.20.0008	C:\Program Files (x86)\Lenovo\PowerMgr	2015 Jul 29	45 MI
0	Microsoft .NET Framework 4.6.1	4.6.01055	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.6.01055	2016 Feb 10	39 MI
\bigcirc	DisplayLink Core Software	7.5.54609.0	C:\Program Files\DisplayLink Core Software	2015 Jul 29	27 MI
0	Microsoft Visual C++ 2012 Redistributable (x64) - 11.0.61030	11.0.61030.0	C:\ProgramData\Package Cache\{ca67548a- 5ebe-413a-b50c-4b9ceb6d66c6}	2015 Jul 30	21 M
0	Intel(R) Management Engine Components	9.0.0.1323	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2015 Jul 30	20 MI
0	IQMS_PDF_Printer (novaPDF 7.7 printer)	7.7.394	C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2015 Oct 24	20 MI
0	Intel(R) USB 3.0 eXtensible Host Controller Driver	2.5.0.19	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2015 Jul 30	18 MI
0	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Jul 29	14 MI
0	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Jul 29	11 MI
Ø	Create Recovery Media	1.20.0.00	C:\Program Files (x86)\Lenovo\Factory Recovery	2015 Jul 29	8 MI



Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 167 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
\overline{O}	LabTechAD	1.0.0	Not Defined	2015 Oct 07	8 ME
0	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 M
\bigcirc	LBAI	1.0.0.8	C:\Program Files (x86)\Lenovo\LBAI	2015 Jul 29	1 M
\bigcirc	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MI
Ø	Intel(R) Network Connections Drivers	19.5	C:\Windows\system32	2014 Feb 20	916 KI
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.6161	9.0.30729.616 1	Not Defined	2015 Jul 29	788 KI
\bigcirc	Lenovo User Guide	1.0.0009.00	C:\ProgramData\Lenovo\userguides\viewer	2015 Jul 29	606 KI
0	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2015 Jul 29	600 KI
Ø	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2015 Oct 25	300 KI
\bigcirc	Lenovo USB Graphics	7.5.54614.0	C:\Program Files\Lenovo USB Graphics	2015 Jul 29	24 KE
0	Lenovo USB3.0 to DVI VGA Monitor Adapter	1.07.17	C:\Program Files (x86)\Lenovo\USB3.0 DVI Adapter	2015 Jul 29	1 KI
0	Adobe AIR	16.0.0.245	c:\Program Files (x86)\Common Files\Adobe AIR	2015 Jul 30	1 K
\bigcirc	Realtek High Definition Audio Driver	6.0.1.7116	C:\Program Files\Realtek\Audio\HDA	2015 Jul 29	1 K
Ø	Intel(R) Rapid Storage Technology	13.0.0.1098	C:\Program Files\Intel\Intel(R) Rapid Storage Technology	2015 Jul 30	1 KI
\bigcirc	PCM3.0Agent	3.0.2014.0314	C:\Program Files (x86)\Lenovo\PCM3.0Agent	2015 Jul 29	1 KI
0	Windows Driver Package - Intel Corporation (igfx) Display (01/29/2014 10.18.10.3412)	01/29/2014 10.18.10.3412	Not Defined	2017 Oct 09	0 KI
\bigcirc	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KI
0	Windows Driver Package - Intel (e1dexpress) Net (11/25/2014 12.12.80.1920)	11/25/2014 12.12.80.1920	Not Defined	2017 Oct 09	0 KI

October 9, 2017

TATOOLROOM2

Identification

Client	TecAirInc	
Location	Munster	
Computer	TATOOLROOM2	
Nickname	TATOOLROOM2	
Domain	tec-air	
Local IP Address	10.10.2.94	

Software Summary

Operating System	
Apps Installed	35
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	1.46 GB

Windows 7 Professional x64 Service Pack 1

MPACT

Арр	lication Name	Version	File Location	Installed	Size
$\overline{\mathbf{O}}$	Microsoft Silverlight	5.1.50907.0	C:\Program Files\Microsoft Silverlight	2017 Jun 27	299 MB
Ø	SAP Crystal Reports runtime engine for .NET Framework (64-bit)	13.0.12.1494	Not Defined	2015 Oct 29	215 MB
Ø	SAP Crystal Reports runtime engine for .NET Framework (32-bit)	13.0.12.1494	Not Defined	2015 Oct 29	202 MB
\bigcirc	EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2015 Oct 29	195 MB
Ø	Adobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 13	195 MB
$\overline{\mathbf{O}}$	Google Earth Pro	7.3.0.3832	Not Defined	2017 Aug 23	155 MB
Ø	Intel(R) Processor Graphics	10.18.10.3496	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2014 Jul 04	74 MB
Ø	Microsoft .NET Framework 4.5.1	4.5.50938	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.5.50938	2014 Jul 04	39 MB
\bigcirc	Skype™ 6.0	6.0.126	C:\Program Files (x86)\Skype	2014 Jul 04	20 MB
\bigcirc	IQMS_PDF_Printer (novaPDF 7.7 printer)	7.7.394	C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2015 Oct 29	20 MB
\bigcirc	Adobe Flash Player 22 ActiveX	22.0.0.210	Not Defined	2017 Oct 09	19 MB
\bigcirc	Intel(R) USB 3.0 eXtensible Host Controller Driver	2.5.3.34	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2014 Jul 04	18 MB
Ø	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 May 12	14 MB
Ø	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 May 12	11 MB
\overline{O}	LabTechAD	1.0.0	Not Defined	2014 Nov 07	7 MB
\bigcirc	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
Ø	Microsoft SQL Server 2005 Compact Edition [ENU]	3.1.0000	C:\Program Files (x86)\Microsoft SQL Server Compact Edition	2013 Aug 06	2 MB
\bigcirc	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 29	1 MB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2015 May 12	600 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 169 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17	9.0.30729	Not Defined	2013 Aug 06	596 KB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2015 Nov 13	300 KB
Ø	Windows Live Essentials	15.4.3538.051 3	C:\Program Files (x86)\Windows Live	2013 Aug 06	1 KB
\bigcirc	Welcome Center	1.02.3507	C:\Program Files (x86)\Acer\Welcome Center	2013 Aug 06	1 KB
\bigcirc	Realtek Ethernet Controller Driver	7.73.618.2013	C:\Program Files (x86)\Realtek\NICDRV_8169	2014 Jul 04	1 KB
Ø	Intel(R) Management Engine Components	10.0.0.1204	C:\Program Files\Intel\Intel(R) Management Engine Components	2014 Jul 04	1 KB
\bigcirc	Acer Framework	3.00.5500	C:\Program Files\Acer\Empowering Technology	2013 Aug 06	1 KB
Ø	Intel(R) Rapid Storage Technology	13.0.0.1098	C:\Program Files\Intel\Intel(R) Rapid Storage Technology	2014 Jul 04	1 KB
\bigcirc	Acer Registration	1.04.3506	C:\Program Files (x86)\Acer\Registration	2013 Aug 06	1 KB
\bigcirc	Acer Updater	1.02.3502	C:\Program Files\Acer\Acer Updater	2013 Aug 06	1 KB
\bigcirc	Realtek High Definition Audio Driver	6.0.1.6878	C:\Program Files\Realtek\Audio\HDA	2014 Jul 04	1 KB
Ø	Microsoft Office Home and Business 2013 - en-us	15.0.4963.100 2	C:\Program Files\Microsoft Office 15	2014 Nov 07	1 KB
Ø	Acer eRecovery Management	5.01.3511	C:\Program Files\Acer\Acer eRecovery Management	2014 Jul 04	1 KB
Ø	Microsoft Visual Studio 2010 Tools for Office Runtime (x64)	10.0.50903	C:\Program Files\Common Files\Microsoft Shared\VSTO\10.0	2015 May 12	1 KB
\overline{O}	Google Chrome	61.0.3163.100	C:\Users\toolroom.TEC- AIR\AppData\Local\Google\Chrome\Applicatio n	2017 Jan 06	1 KB
\bigcirc	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 28	0 KB

October 9, 2017

TA-TOWNHALL

Identification

Client	TecAirInc
Location	Munster
Computer	TA-TOWNHALL
Nickname	TA-TOWNHALL
Domain	tec-air
Local IP Address	10.10.2.67

Software Summary

Operating System	
Apps Installed	50
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	3.81 GB

Windows 7 Professional x64 Service Pack 1

MPACT

Δpr	plication Name	Version	File Location	Installed	Size
	Compatibility Pack for the 2007 Office system	12.0.6612.100 0		2017 Oct 03	544 MB
0	Microsoft PowerPoint Viewer	14.0.7015.100 0	Not Defined	2017 Oct 03	401 MB
Ø	Intel [®] PROSet/Wireless Software	15.6.1	C:\ProgramData\Package Cache\{fad118b4-798f -4755-9e67-a622eec95b62}	2015 Jul 30	324 MB
0	Microsoft Office	15.0.4693.100 5	Not Defined	2015 Jul 29	322 MB
\bigcirc	Microsoft Silverlight	5.1.50907.0	c:\Program Files\Microsoft Silverlight	2017 Jun 27	299 MB
0	SAP Crystal Reports runtime engine for .NET Framework (64-bit)	13.0.12.1494	Not Defined	2015 Oct 24	215 MB
Ø	SAP Crystal Reports runtime engine for .NET Framework (32-bit)	13.0.12.1494	Not Defined	2015 Oct 24	202 MB
Ø	EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2015 Oct 24	195 MB
0	Adobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 13	195 MB
0	Foxit Reader	8.0.0.624	C:\Program Files (x86)\Foxit Software\Foxit Reader	2016 Jun 28	179 ME
\bigcirc	ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 ME
\bigcirc	Microsoft Office Word Viewer 2003	11.0.8173.0	Not Defined	2017 Jan 19	136 MB
0	Microsoft Office Excel Viewer	12.0.6612.100 0	Not Defined	2017 Oct 03	121 MB
Ø	Java 8 Update 101 (64-bit)	8.0.1010.13	C:\Program Files\Java\jre1.8.0_101	2016 Jul 20	106 MB
Ø	Java 8 Update 101	8.0.1010.13	C:\Program Files (x86)\Java\jre1.8.0_101	2016 Jul 20	93 MB
Ø	Mozilla Firefox 47.0.1 (x86 en-US)	47.0.1	C:\Program Files (x86)\Mozilla Firefox	2015 Oct 08	92 MB
0	Intel(R) Processor Graphics	10.18.10.3412	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2015 Jul 30	74 MB
\bigcirc	Google Chrome	52.0.2743.82	Not Defined	2016 Jul 21	51 MB
Ø	Microsoft .NET Framework 4.6	4.6.00081	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.6.00081	2015 Oct 08	39 MB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 171 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
\bigcirc	DisplayLink Core Software	7.5.54609.0	C:\Program Files\DisplayLink Core Software	2015 Jul 29	27 MB
Ø	Microsoft Visual C++ 2012 Redistributable (x64) - 11.0.61030	11.0.61030.0	C:\ProgramData\Package Cache\{ca67548a- 5ebe-413a-b50c-4b9ceb6d66c6}	2015 Jul 30	21 MB
Ø	Intel(R) Management Engine Components	9.0.0.1323	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2015 Jul 30	20 MB
0	IQMS_PDF_Printer (novaPDF 7.7 printer)	7.7.394	C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2015 Oct 24	20 MB
Ø	Intel(R) USB 3.0 eXtensible Host Controller Driver	2.5.0.19	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2015 Jul 30	18 MB
\bigcirc	Lenovo System Update	5.07.0008	Not Defined	2015 Oct 08	17 MB
Ø	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Jul 29	14 MB
Ø	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Jul 29	11 MB
\bigcirc	Create Recovery Media	1.20.0.00	C:\Program Files (x86)\Lenovo\Factory Recovery	2015 Jul 29	8 MB
\overline{O}	LabTechAD	1.0.0	Not Defined	2015 Oct 08	8 MB
\bigcirc	7-Zip 16.02 (x64)	16.02	C:\Program Files\7-Zip	2016 Jun 06	5 MB
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
\overline{O}	LBAI	1.0.0.8	C:\Program Files (x86)\Lenovo\LBAI	2015 Jul 29	1 MB
\bigcirc	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB
\bigcirc	Intel(R) Network Connections Drivers	19.5	C:\Windows\system32	2014 Feb 20	916 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.6161	9.0.30729.616 1	Not Defined	2015 Jul 29	788 KB
\bigcirc	Lenovo User Guide	1.0.0009.00	C:\ProgramData\Lenovo\userguides\viewer	2015 Jul 29	606 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2015 Jul 29	600 KB
Ø	Mozilla Maintenance Service	47.0.1	C:\Program Files (x86)\Mozilla Maintenance Service	2015 Oct 08	375 KB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2015 Oct 25	300 KB
\bigcirc	Lenovo USB Graphics	7.5.54614.0	C:\Program Files\Lenovo USB Graphics	2015 Jul 29	24 KB
\bigcirc	AnalogX AutoTab		C:\Program Files (x86)\AnalogX\AutoTab	2017 Aug 10	1 KB
0	Intel(R) Rapid Storage Technology	13.0.0.1098	C:\Program Files\Intel\Intel(R) Rapid Storage Technology	2015 Jul 30	1 KB
\bigcirc	Realtek High Definition Audio Driver	6.0.1.7116	C:\Program Files\Realtek\Audio\HDA	2015 Jul 29	1 KB
Ø	Adobe AIR	19.0.0.190	c:\Program Files (x86)\Common Files\Adobe AIR	2015 Jul 30	1 KB
\bigcirc	AutoHotkey 1.1.22.07	1.1.22.07	C:\Program Files\AutoHotkey	2015 Oct 28	1 KB
\overline{O}	Big Free Clock		C:\Program Files (x86)\Big Free Clock	2015 Oct 28	1 KB
Ø	Lenovo USB3.0 to DVI VGA Monitor Adapter	1.07.17	C:\Program Files (x86)\Lenovo\USB3.0 DVI Adapter	2015 Jul 29	1 KB



Арр	plication Name	Version	File Location	Installed	Size
\bigcirc	Windows Driver Package - Intel (e1dexpress) Net (11/25/2014 12.12.80.1920)	11/25/2014 12.12.80.1920		2017 Oct 09	0 KB
\bigcirc	Windows Driver Package - Intel Corporation (igfx) Display (01/29/2014 10.18.10.3412)			2017 Oct 09	0 KB
\bigcirc	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KB

October 9, 2017

TATV-PC01



Client	TecAirInc
Location	Munster
Computer	TATV-PC01
Nickname	TATV-PC01
Domain	tec-air
Local IP Address	10.10.2.56

Software Summary

-

Windows 7 Professional x64 Service Pack 1

Applic	ation Name	Version	File Location	Installed	Size
🕑 М	licrosoft PowerPoint Viewer	14.0.7015.100 0	Not Defined	2017 Oct 03	407 MB
🕑 In	tel	15.6.1	C:\ProgramData\Package Cache\{fad118b4-798f -4755-9e67-a622eec95b62}	2015 Jul 30	324 ME
🕑 М	licrosoft Office	15.0.4693.100 5	Not Defined	2015 Jul 29	322 ME
🕢 М	licrosoft Silverlight	5.1.50907.0	c:\Program Files\Microsoft Silverlight	2017 Jun 27	299 ME
Ø Ad	dobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 13	195 ME
🕑 Fo	oxit Reader	8.0.0.624	C:\Program Files (x86)\Foxit Software\Foxit Reader	2016 Jun 28	179 ME
🕑 ES	SET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 ME
🕑 Ja	va 8 Update 101 (64-bit)	8.0.1010.13	C:\Program Files\Java\jre1.8.0_101	2016 Jul 20	106 ME
🕑 Ja	va 8 Update 101	8.0.1010.13	C:\Program Files (x86)\Java\jre1.8.0_101	2016 Jul 20	93 ME
🕑 м	lozilla Firefox 47.0.1 (x86 en-US)	47.0.1	C:\Program Files (x86)\Mozilla Firefox	2015 Sep 18	92 ME
🕑 In	tel(R) Processor Graphics	10.18.14.4206	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2015 Jul 30	74 ME
🕑 Go	oogle Chrome	52.0.2743.82	Not Defined	2016 Jul 21	51 ME
🕑 Po	ower Manager	3.20.0008	C:\Program Files (x86)\Lenovo\PowerMgr	2015 Jul 29	45 ME
🕑 М	licrosoft .NET Framework 4.6.1	4.6.01055	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.6.01055	2016 Feb 27	39 ME
🧿 Di	isplayLink Core Software	7.5.54609.0	C:\Program Files\DisplayLink Core Software	2015 Jul 29	27 ME
🕑 Le	enovo System Update	5.07.0065	C:\Program Files (x86)\Lenovo\System Update	2017 Sep 13	25 ME
~	licrosoft Visual C++ 2012 Redistributable 64) - 11.0.61030	11.0.61030.0	C:\ProgramData\Package Cache\{ca67548a- 5ebe-413a-b50c-4b9ceb6d66c6}	2015 Jul 30	21 ME
🕑 In	tel(R) Management Engine Components	9.0.0.1323	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2015 Jul 30	20 ME
~	tel(R) USB 3.0 eXtensible Host Controller river	2.5.0.19	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2015 Jul 30	18 ME





Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 174 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
$\overline{\bigcirc}$	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Jul 29	14 MB
Ø	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Jul 29	11 MB
\bigcirc	Create Recovery Media	1.20.0.00	C:\Program Files (x86)\Lenovo\Factory Recovery	2015 Jul 29	8 MB
\bigcirc	LabTechAD	1.0.0	Not Defined	2015 Sep 18	8 MB
\bigcirc	7-Zip 16.02 (x64)	16.02	C:\Program Files\7-Zip	2016 Jun 06	5 MB
\bigcirc	Lenovo PowerENGAGE	2.51.0040	C:\Program Files (x86)\Lenovo Registration	2015 Jul 29	2 MB
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
\bigcirc	LBAI	1.0.0.8	C:\Program Files (x86)\Lenovo\LBAI	2015 Jul 29	1 MB
\bigcirc	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 16	1 MB
\bigcirc	Intel(R) Network Connections Drivers	19.5	C:\Windows\system32	2014 Feb 20	916 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.6161	9.0.30729.616 1	Not Defined	2015 Jul 29	788 KB
\bigcirc	Lenovo User Guide	1.0.0009.00	C:\ProgramData\Lenovo\userguides\viewer	2015 Jul 29	606 KB
$\overline{\bigcirc}$	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2015 Jul 29	600 KB
Ø	Mozilla Maintenance Service	47.0.1	C:\Program Files (x86)\Mozilla Maintenance Service	2015 Sep 18	375 KB
\bigcirc	Lenovo USB Graphics	7.5.54614.0	C:\Program Files\Lenovo USB Graphics	2015 Jul 29	24 KB
$\overline{\bigcirc}$	Lenovo USB3.0 to DVI VGA Monitor Adapter	1.07.17	C:\Program Files (x86)\Lenovo\USB3.0 DVI Adapter	2015 Jul 29	1 KB
Ø	Adobe AIR	18.0.0.199	c:\Program Files (x86)\Common Files\Adobe AIR	2015 Jul 30	1 KB
\bigcirc	Realtek High Definition Audio Driver	6.0.1.7116	C:\Program Files\Realtek\Audio\HDA	2015 Jul 29	1 KB
$\overline{\bigcirc}$	Intel(R) Rapid Storage Technology	13.0.0.1098	C:\Program Files\Intel\Intel(R) Rapid Storage Technology	2015 Jul 30	1 KB
0	Windows Driver Package - Intel Corporation (igfx) Display (01/29/2014 10.18.10.3412)	01/29/2014 10.18.10.3412	Not Defined	2017 Oct 09	0 KB
\bigcirc	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KB
$\overline{\bigcirc}$	Windows Driver Package - Intel (e1dexpress) Net (11/25/2014 12.12.80.1920)	11/25/2014 12.12.80.1920	Not Defined	2017 Oct 09	0 KB

October 9, 2017

TA-WAREHOUSE1

Identification

Client	TecAirInc
Location	Munster
Computer	TA-WAREHOUSE1
Nickname	TA-WAREHOUSE1
Domain	tec-air
Local IP Address	10.10.2.151

Software Summary

Operating System	
Apps Installed	36
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	1.65 GB

Windows 7 Professional x64 Service Pack 1

MPACT

	• •				
Арр	olication Name	Version	File Location	Installed	Size
$\overline{\mathbf{O}}$	Microsoft Silverlight	5.1.50907.0	C:\Program Files\Microsoft Silverlight	2017 Jun 27	299 MB
Ø	SAP Crystal Reports runtime engine for .NET Framework (64-bit)	13.0.12.1494	Not Defined	2015 Nov 13	215 MB
Ø	HP Officejet 4630 series Basic Device Software	32.3.198.4967 3	Not Defined	2015 Sep 26	208 MB
Ø	SAP Crystal Reports runtime engine for .NET Framework (32-bit)	13.0.12.1494	Not Defined	2015 Nov 13	202 MB
\bigcirc	EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2015 Nov 13	195 MB
Ø	Adobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 12	195 MB
\bigcirc	ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 MB
Ø	Intel(R) Processor Graphics	10.18.10.3496	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2014 Jul 03	74 MB
Ø	Microsoft .NET Framework 4.5.1	4.5.50938	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.5.50938	2014 Jul 03	39 MB
Ø	Microsoft SkyDrive	16.4.6013.091 0	Not Defined	2017 Oct 09	25 MB
\bigcirc	Skype™ 6.0	6.0.126	C:\Program Files (x86)\Skype	2014 Jul 03	20 MB
\bigcirc	Adobe Flash Player 22 ActiveX	22.0.0.210	Not Defined	2017 Oct 09	19 MB
Ø	Intel(R) USB 3.0 eXtensible Host Controller Driver	2.5.3.34	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2014 Jul 03	18 MB
Ø	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 May 12	14 MB
Ø	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 May 12	11 MB
\overline{O}	LabTechAD	1.0.0	Not Defined	2014 Nov 07	7 MB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.56336	Not Defined	2015 Nov 13	3 MB
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
Ø	Microsoft SQL Server 2005 Compact Edition [ENU]	3.1.0000	C:\Program Files (x86)\Microsoft SQL Server Compact Edition	2013 Aug 06	2 MB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 176 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
\bigcirc	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB
0	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2015 May 12	600 KB
$\overline{\bigcirc}$	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17	9.0.30729	Not Defined	2013 Aug 06	596 KB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2015 May 12	300 KB
\bigcirc	Realtek Ethernet Controller Driver	7.73.618.2013	C:\Program Files (x86)\Realtek\NICDRV_8169	2014 Jul 03	1 KB
\bigcirc	Welcome Center	1.02.3507	C:\Program Files (x86)\Acer\Welcome Center	2013 Aug 06	1 KB
Ø	Windows Live Essentials	15.4.3538.051 3	C:\Program Files (x86)\Windows Live	2013 Aug 06	1 KB
$\overline{\bigcirc}$	Microsoft Office Home and Business 2013 - en-us	15.0.4963.100 2	C:\Program Files\Microsoft Office 15	2014 Nov 07	1 KB
\overline{O}	Intel(R) Management Engine Components	10.0.0.1204	C:\Program Files\Intel\Intel(R) Management Engine Components	2014 Jul 03	1 KB
$\overline{\bigcirc}$	Acer eRecovery Management	5.01.3511	C:\Program Files\Acer\Acer eRecovery Management	2014 Jul 03	1 KB
\overline{O}	Intel(R) Rapid Storage Technology	13.0.0.1098	C:\Program Files\Intel\Intel(R) Rapid Storage Technology	2014 Jul 03	1 KB
\bigcirc	Acer Framework	3.00.5500	C:\Program Files\Acer\Empowering Technology	2013 Aug 06	1 KB
\bigcirc	Acer Registration	1.04.3506	C:\Program Files (x86)\Acer\Registration	2013 Aug 06	1 KB
\overline{O}	Acer Updater	1.02.3503	C:\Program Files\Acer\Acer Updater	2017 Jan 16	1 KB
0	Microsoft Visual Studio 2010 Tools for Office Runtime (x64)	10.0.50903	C:\Program Files\Common Files\Microsoft Shared\VSTO\10.0	2015 May 12	1 KB
\bigcirc	Realtek High Definition Audio Driver	6.0.1.6878	C:\Program Files\Realtek\Audio\HDA	2014 Jul 03	1 KB
\bigcirc	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KB

Software List

October 9, 2017

TAWAREHOUSE2

Identification

Client	TecAirInc
Location	Munster
Computer	TAWAREHOUSE2
Nickname	TAWAREHOUSE2
Domain	tec-air
Local IP Address	10.10.2.112

Software Summary

Operating System	
Apps Installed	36
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	1.61 GB

Windows 7 Professional x64 Service Pack 1

Installed Applications

Арр	lication Name	Version	File Location	Installed	Size
\bigcirc	Microsoft Silverlight	5.1.50907.0	C:\Program Files\Microsoft Silverlight	2017 Jun 27	299 MB
Ø	HP Officejet 4630 series Basic Device Software	32.3.198.4967 3	Not Defined	2015 Sep 26	208 MB
Ø	SAP Crystal Reports runtime engine for .NET Framework 4 (64-bit)	13.0.4.705	Not Defined	2014 Nov 07	207 ME
Ø	SAP Crystal Reports runtime engine for .NET Framework 4 (32-bit)	13.0.4.705	Not Defined	2014 Nov 07	195 ME
0	Adobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 14	195 ME
\bigcirc	EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2014 Nov 07	173 ME
\bigcirc	ESET Endpoint Antivirus	6.5.2094.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Apr 28	130 ME
0	Intel(R) Processor Graphics	10.18.10.3496	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2014 Jul 04	74 ME
Ø	Microsoft .NET Framework 4.5.1	4.5.50938	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.5.50938	2014 Jul 04	39 ME
\bigcirc	Skype™ 6.0	6.0.126	C:\Program Files (x86)\Skype	2014 Jul 04	20 M
0	IQMS_PDF_Printer (novaPDF 7.3 printer)		C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2014 Nov 07	19 MI
\bigcirc	Adobe Flash Player 22 ActiveX	22.0.0.210	Not Defined	2017 Jul 10	19 ME
0	Intel(R) USB 3.0 eXtensible Host Controller Driver	2.5.3.34	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2014 Jul 04	18 ME
0	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 May 12	14 ME
0	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 May 12	11 ME
0	Microsoft Office File Validation Add-In	14.0.5130.500 3	Not Defined	2016 Jun 23	11 ME
Ø	LabTechAD	1.0.0	Not Defined	2014 Nov 07	7 ME
0	ScreenConnect Client (42955aba345c2e1a)	6.2.12963.631 2	Not Defined	2017 Apr 20	2 ME



Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 178 of 253

Software List



blication Name	Version	File Location	Installed	Size
Microsoft SQL Server 2005 Compact Edition [ENU]	3.1.0000	C:\Program Files (x86)\Microsoft SQL Server Compact Edition	2013 Aug 06	2 MB
ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB
Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2015 May 12	600 KB
Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17	9.0.30729	Not Defined	2013 Aug 06	596 KB
Windows Live Essentials	15.4.3538.051 3	C:\Program Files (x86)\Windows Live	2013 Aug 06	1 KB
Intel(R) Management Engine Components	10.0.0.1204	C:\Program Files\Intel\Intel(R) Management Engine Components	2014 Jul 04	1 KB
Realtek High Definition Audio Driver	6.0.1.6878	C:\Program Files\Realtek\Audio\HDA	2014 Jul 04	1 KB
Realtek Ethernet Controller Driver	7.73.618.2013	C:\Program Files (x86)\Realtek\NICDRV_8169	2014 Jul 04	1 KB
Intel(R) Rapid Storage Technology	13.0.0.1098	C:\Program Files\Intel\Intel(R) Rapid Storage Technology	2014 Jul 04	1 KB
Welcome Center	1.02.3507	C:\Program Files (x86)\Acer\Welcome Center	2013 Aug 06	1 KB
Microsoft Office Enterprise 2007	12.0.6612.100 0	C:\Program Files (x86)\Microsoft Office	2014 Jul 04	1 KB
Microsoft Office Home and Business 2013 - en-us	15.0.4937.100 0	C:\Program Files\Microsoft Office 15	2014 Nov 07	1 KB
Microsoft Visual Studio 2010 Tools for Office Runtime (x64)	10.0.50903	C:\Program Files\Common Files\Microsoft Shared\VSTO\10.0	2015 May 12	1 KB
Acer eRecovery Management	5.01.3511	C:\Program Files\Acer\Acer eRecovery Management	2014 Jul 04	1 KB
Acer Framework	3.00.5500	C:\Program Files\Acer\Empowering Technology	2013 Aug 06	1 KB
Acer Registration	1.04.3506	C:\Program Files (x86)\Acer\Registration	2013 Aug 06	1 KB
Acer Updater	1.02.3503	C:\Program Files\Acer\Acer Updater	2017 May 24	1 KB
	[ENU] ScreenConnect Client (5309622f739d9456) Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161 Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17 Windows Live Essentials Intel(R) Management Engine Components Realtek High Definition Audio Driver Realtek Ethernet Controller Driver Intel(R) Rapid Storage Technology Welcome Center Microsoft Office Enterprise 2007 Microsoft Office Home and Business 2013 - en-us Microsoft Visual Studio 2010 Tools for Office Runtime (x64) Acer eRecovery Management Acer Framework Acer Registration	Microsoft SQL Server 2005 Compact Edition [ENU]3.1.0000 [ENU]ScreenConnect Client (5309622f739d9456)5.3.9074.5646Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.61619.0.30729.616 1Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.179.0.30729 9.0.30729Windows Live Essentials15.4.3538.051 3Intel(R) Management Engine Components10.0.0.1204Realtek High Definition Audio Driver6.0.1.6878Realtek Ethernet Controller Driver7.73.618.2013Intel(R) Rapid Storage Technology13.0.0.1098Welcome Center1.02.3507Microsoft Office Enterprise 200712.0.6612.100 0Microsoft Visual Studio 2010 Tools for Office10.0.50903 Runtime (x64)Acer eRecovery Management5.01.3511Acer Framework3.00.5500Acer Registration1.04.3506	Microsoft SQL Server 2005 Compact Edition3.1.000C\Program Files (x86)\Microsoft SQL Server Compact EditionScreenConnect Client (5309622f739d9456)5.3.9074.5646Not DefinedMicrosoft Visual C++ 2008 Redistributable - x86 9.0.30729.61619.0.30729.616Not DefinedMicrosoft Visual C++ 2008 Redistributable - x86 9.0.30729.179.0.30729Not DefinedWindows Live Essentials1Intel(R) Management Engine Components10.0.1204C\Program Files (x86)\Windows Live 3Realtek High Definition Audio Driver6.0.1.6878C\Program Files (x86)\Realtek\NICDRV_8169Intel(R) Rapid Storage Technology13.0.01098C\Program Files (x86)\Acer\Welcome CenterMicrosoft Office Enterprise 200712.0.6612.100C\Program Files (x86)\Microsoft Office 15 0Microsoft Visual Studio 2010 Tools for Office Runtime (x64)1.0.50903C\Program Files\Common Files\Microsoft Office 15 	Microsoft SQL Server 2005 Compact Edition 3.1.0000 C\Program Files (x86)\Microsoft SQL Server Compact Edition 2013 Aug 06 ScreenConnect Client (5309622f739d9456) 5.3.9074.5646 Not Defined 2015 Oct 09 Microsoft Visual C++ 2008 Redistributable - 9.0.30729.616 Not Defined 2013 Aug 06 Microsoft Visual C++ 2008 Redistributable - 9.0.30729 Not Defined 2013 Aug 06 X86 9.0.30729.6161 1 2013 Aug 06 Microsoft Visual C++ 2008 Redistributable - 9.0.30729 Not Defined 2013 Aug 06 X86 9.0.30729.17 1 2013 Aug 06 Windows Live Essentials 15.4.3538.051 C\Program Files (x86)\Windows Live 2013 Aug 06 Intel(R) Management Engine Components 10.0.0.1204 C\Program Files (x86)\Windows Live 2014 Jul 04 Realtek High Definition Audio Driver 6.0.1.6878 C\Program Files (x86)\Realtek\Audio\HDA 2014 Jul 04 Intel(R) Rapid Storage Technology 13.0.0.109 C\Program Files (x86)\Acer\Welcome Center 2013 Aug 06 Microsoft Office Enterprise 2007 12.0.6612.100 C\Program Files (x86)\Microsoft Office 15 2014 Jul 04 Microsoft Visual Studio 2010 Tools for Office 10.0.50903 C\Prog

Software List

October 9, 2017

TECAIR-MGMT1

Identification

Client	TecAirInc
Location	Munster
Computer	TECAIR-MGMT1
Nickname	TECAIR-MGMT1
Domain	tec-air
Local IP Address	10.10.2.52

Software Summary

Operating System	
Apps Installed	60
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	3.16 GB

Windows 7 Professional x64 Service Pack 1

Installed Applications

Арр	lication Name	Version	File Location	Installed	Size
\bigcirc	Microsoft Silverlight	5.1.50907.0	C:\Program Files\Microsoft Silverlight	2017 Jun 27	349 ME
Ø	Microsoft Office	15.0.4454.151 0	Not Defined	2013 Oct 22	296 ME
0	Foxit PhantomPDF Standard	7.3.4.311	C:\Program Files (x86)\Foxit Software\Foxit PhantomPDF	2016 Apr 15	228 ME
0	SAP Crystal Reports runtime engine for .NET Framework (64-bit)	13.0.14.1720	Not Defined	2015 Aug 20	215 ME
0	HP Officejet 4630 series Basic Device Software	32.3.198.4967 3	Not Defined	2015 Nov 02	208 ME
Ø	SAP Crystal Reports runtime engine for .NET Framework (32-bit)	13.0.14.1720	Not Defined	2015 Aug 20	202 ME
Ø	Adobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 13	195 ME
Ø	Foxit Reader	8.0.2.805	C:\Program Files (x86)\Foxit Software\Foxit Reader	2016 Sep 16	179 ME
\bigcirc	EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2014 Jun 27	173 ME
\overline{O}	JT2Go	10.1.15133	C:\Program Files (x86)\Siemens\JT2Go	2015 Sep 01	141 ME
\bigcirc	ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 ME
Ø	Java 7 Update 79	7.0.790	C:\Program Files (x86)\Java\jre7	2015 Apr 17	121 ME
Ø	Java 7 Update 79 (64-bit)	7.0.790	C:\Program Files\Java\jre7	2015 Apr 17	119 ME
Ø	Java 8 Update 101 (64-bit)	8.0.1010.13	C:\Program Files\Java\jre1.8.0_101	2016 Jul 20	106 ME
Ø	Java 8 Update 101	8.0.1010.13	C:\Program Files (x86)\Java\jre1.8.0_101	2016 Jul 20	93 ME
Ø	Mozilla Firefox 47.0.1 (x86 en-US)	47.0.1	C:\Program Files (x86)\Mozilla Firefox	2014 Sep 16	92 ME
0	Intel(R) Processor Graphics	10.18.10.3277	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2013 Oct 23	74 ME
\bigcirc	Google Chrome	52.0.2743.82	-	2016 Jul 21	51 ME
0	Microsoft .NET Framework 4.5	4.5.50709	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache	2013 Oct 23	39 ME
Ø	paint.net	4.0.5	Not Defined	2015 Mar 13	26 ME



Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 180 of 253

Software List



Арр	blication Name	Version	File Location	Installed	Size
\bigcirc	FileZilla Client 3.10.3	3.10.3	C:\Program Files\FileZilla FTP Client	2015 Apr 02	22 ME
Ø	Intel(R) Management Engine Components	9.0.10.1372	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2013 Oct 23	20 ME
\bigcirc	Skype™ 6.0	6.0.126	C:\Program Files (x86)\Skype	2013 Oct 22	20 ME
Ø	IQMS_PDF_Printer (novaPDF 7.3 printer)		C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2014 Jun 27	19 ME
\bigcirc	Adobe Flash Player 22 NPAPI	22.0.0.209	Not Defined	2017 Oct 09	19 ME
\bigcirc	Adobe Flash Player 22 ActiveX	22.0.0.210	Not Defined	2017 Oct 09	19 ME
Ø	Intel(R) USB 3.0 eXtensible Host Controller Driver	2.5.0.19	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2013 Oct 23	18 ME
Ø	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Feb 13	14 ME
Ø	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2015 Feb 13	11 ME
\bigcirc	LabTechAD	1.0.0	Not Defined	2014 Jun 27	5 ME
\bigcirc	7-Zip 16.02 (x64)	16.02	C:\Program Files\7-Zip	2016 Jun 06	5 ME
\bigcirc	UltraVnc	1.2.0.5	C:\Program Files (x86)\uvnc bvba\UltraVNC	2015 Feb 13	2 ME
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 ME
0	IrfanView (remove only)	4.38	"C:\Program Files (x86)\IrfanView\i_view32.exe" "%1"	2017 Oct 09	2 ME
0	Microsoft SQL Server 2005 Compact Edition [ENU]	3.1.0000	C:\Program Files (x86)\Microsoft SQL Server Compact Edition	2013 Sep 09	2 ME
\bigcirc	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 ME
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729	9.0.30729	Not Defined	2013 Oct 22	792 KE
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.6161	9.0.30729.616 1	Not Defined	2014 Aug 05	788 KE
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2014 Aug 05	600 KE
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17	9.0.30729	Not Defined	2013 Sep 09	596 KE
Ø	Mozilla Maintenance Service	47.0.1	C:\Program Files (x86)\Mozilla Maintenance Service	2014 Sep 16	375 KE
\bigcirc	Citrix Online Launcher	1.0.335	Not Defined	2015 Aug 20	302 KE
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2014 Aug 05	300 KE
0	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.5026	9.0.30729.502 6	Not Defined	2015 Sep 01	241 KE
0	Microsoft Office Home and Business 2013 - en-us	15.0.4963.100 2	C:\Program Files\Microsoft Office 15	2014 Jun 27	1 KE
\overline{O}	Welcome Center	1.02.3507	C:\Program Files (x86)\Acer\Welcome Center	2013 Sep 10	1 KE
\bigcirc	Microsoft Visual Studio 2010 Tools for Office Runtime (x64)	10.0.50903	C:\Program Files\Common Files\Microsoft Shared\VSTO\10.0	2015 Feb 13	1 KE

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 181 of 253

Software List



Арр	lication Name	Version	File Location	Installed	Size
\bigcirc	Acer Updater	1.02.3503	C:\Program Files\Acer\Acer Updater	2016 Oct 25	1 KB
\bigcirc	Adobe Shockwave Player 12.1	12.1.2.152	C:\Windows\SysWOW64\Adobe	2014 Jun 27	1 KB
$\overline{\mathbf{O}}$	Realtek High Definition Audio Driver	6.0.1.6878	C:\Program Files\Realtek\Audio\HDA	2013 Oct 22	1 KB
0	Acer eRecovery Management	5.01.3507	C:\Program Files\Acer\Acer eRecovery Management	2013 Oct 22	1 KB
\bigcirc	Acer Framework	3.00.5500	C:\Program Files\Acer\Empowering Technology	2013 Sep 09	1 KB
Ø	Windows Live Essentials	15.4.3538.051 3	C:\Program Files (x86)\Windows Live	2013 Sep 10	1 KB
Ø	Realtek USB Card Reader	6.2.9200.3015 0	C:\Program Files (x86)\Realtek\Realtek USB Card Reader	2013 Oct 22	1 KB
$\overline{\mathbf{O}}$	Acer Registration	1.04.3506	C:\Program Files (x86)\Acer\Registration	2013 Sep 10	1 KB
Ø	Adobe AIR	15.0.0.249	c:\Program Files (x86)\Common Files\Adobe AIR	2014 Jun 27	1 KB
$\overline{\mathbf{O}}$	Realtek Ethernet Controller Driver	7.73.618.2013	C:\Program Files (x86)\Realtek\NICDRV_8169	2013 Oct 22	1 KB
Ø	Intel(R) Rapid Storage Technology	12.8.0.1016	C:\Program Files\Intel\Intel(R) Rapid Storage Technology	2013 Oct 23	1 KB
\bigcirc	Lucent Intuity Message Manager		Not Defined	2017 Oct 09	0 KB
\bigcirc	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 26	0 KB

Software List

October 9, 2017

TECAIR-PC



Client	TecAirInc
Location	Munster
Computer	TECAIR-PC
Nickname	TECAIR-PC
Domain	tec-air
Local IP Address	10.10.2.90

Software Summary

Operating System	
Apps Installed	52
Unclassified Apps	0
Blacklisted Apps	0
Total App Size	2.65 GB

Windows 7 Professional x64 Service Pack 1

Installed Applications

Ар	olication Name	Version	File Location	Installed	Size
$\overline{\mathcal{O}}$	Microsoft Silverlight	5.1.50907.0	C:\Program Files\Microsoft Silverlight	2017 Jun 27	398 MB
Ø	EnterpriselQ CR 11 Components	11.5.3300	C:\Program Files (x86)\IQMS\IQWIN32	2013 Oct 25	289 MB
0	SAP Crystal Reports runtime engine for .NET Framework 4 (64-bit)	13.0.4.705	Not Defined	2014 Mar 29	207 MB
0	Foxit Reader	8.3.1.21155	C:\Program Files (x86)\Foxit Software\Foxit Reader	2017 Sep 15	200 MB
Ø	SAP Crystal Reports runtime engine for .NET Framework 4 (32-bit)	13.0.4.705	Not Defined	2014 Mar 29	195 MB
Ø	Adobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 13	195 MB
Ø	EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2014 Mar 29	170 MB
Ø	ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 MB
Ø	Java 7 Update 79	7.0.790	C:\Program Files (x86)\Java\jre7	2015 Apr 15	121 MB
Ø	Java 7 Update 79 (64-bit)	7.0.790	C:\Program Files\Java\jre7	2015 Apr 15	119 MB
Ø	Java 8 Update 101 (64-bit)	8.0.1010.13	C:\Program Files\Java\jre1.8.0_101	2016 Jul 20	106 MB
Ø	Java 8 Update 101	8.0.1010.13	C:\Program Files (x86)\Java\jre1.8.0_101	2016 Jul 20	93 MB
Ø	Mozilla Firefox 47.0.1 (x86 en-US)	47.0.1	C:\Program Files (x86)\Mozilla Firefox	2014 Sep 16	92 MB
0	Intel(R) Processor Graphics	8.15.10.2598	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2013 Apr 08	74 MB
0	Microsoft .NET Framework 4 Extended	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\Extended	2017 Mar 24	52 MB
0	Microsoft .NET Framework 4 Client Profile	4.0.30319	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\Client	2017 Mar 24	39 MB
Ø	DisplayLink Core Software	7.7.60366.0	C:\Program Files\DisplayLink Core Software	2017 May 05	27 MB
0	Intel(R) Management Engine Components	8.0.4.1441	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2013 Apr 08	20 MB
0	IQMS_PDF_Printer (novaPDF 7.3 printer)		C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2014 Mar 29	19 MB
\bigcirc	Skype™ 5.10	5.10.116	C:\Program Files (x86)\Skype	2013 Oct 26	19 MB



Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 183 of 253

Software List



Арр	blication Name	Version	File Location	Installed	Size
\overline{O}	Adobe Flash Player 22 NPAPI	22.0.0.209	Not Defined	2017 Oct 09	19 MB
\bigcirc	Adobe Flash Player 22 ActiveX	22.0.0.210	Not Defined	2017 Oct 09	19 MB
\bigcirc	Intel(R) USB 3.0 eXtensible Host Controller Driver	1.0.3.214	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2013 Apr 08	18 MB
Ø	Intel(R) Rapid Storage Technology	11.0.0.1032	C:\Program Files (x86)\Intel\Intel(R) Rapid Storage Technology	2013 Apr 08	18 MB
Ø	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2013 Apr 07	14 MB
Ø	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2013 Apr 07	11 MB
Ø	Microsoft Office File Validation Add-In	14.0.5130.500 3	Not Defined	2016 Jun 23	11 MB
\overline{O}	Intel® Trusted Connect Service Client	1.23.605.1	Not Defined	2013 Apr 07	11 MB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.56336	Not Defined	2014 Mar 29	3 MB
Ø	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
Ø	Microsoft SQL Server 2005 Compact Edition [ENU]	3.1.0000	C:\Program Files (x86)\Microsoft SQL Server Compact Edition	2012 Oct 22	2 MB
\bigcirc	Broadcom Gigabit Integrated Controller	15.4.5.1	C:\Program Files\Broadcom	2013 Apr 07	2 MB
\overline{O}	Intel(R) Control Center	1.2.1.1007	C:\Program Files (x86)\Intel\Intel Control Center	2013 Apr 08	1 MB
\overline{O}	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.6161	9.0.30729.616 1	Not Defined	2013 Oct 26	788 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.17	9.0.30729	Not Defined	2013 Oct 10	788 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2013 Oct 26	600 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17	9.0.30729	Not Defined	2012 Oct 22	596 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.4148	9.0.30729.414 8	Not Defined	2012 Oct 22	592 KB
Ø	Mozilla Maintenance Service	47.0.1	C:\Program Files (x86)\Mozilla Maintenance Service	2014 Sep 16	375 KB
Ø	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2013 Oct 26	300 KB
$\overline{\heartsuit}$	Welcome Center	1.02.3507	C:\Program Files (x86)\Acer\Welcome Center	2012 Oct 22	1 KB
0	Windows Live Essentials	15.4.3538.051 3	C:\Program Files (x86)\Windows Live	2012 Oct 22	1 KB
\bigcirc	Acer Registration	1.04.3506	C:\Program Files (x86)\Acer\Registration	2012 Oct 22	1 KB
$\overline{\heartsuit}$	Realtek High Definition Audio Driver	6.0.1.6521	C:\Program Files\Realtek\Audio\HDA	2013 Apr 07	1 KB
Ø	Intel(R) OpenCL CPU Runtime		C:\Program Files (x86)\Intel\OpenCL SDK\1.5	2013 Apr 08	1 KB
\bigcirc	Acer eRecovery Management	5.01.3503	C:\Program Files\Acer\Acer eRecovery Management	2013 Apr 07	1 KB

Software List



Application Name	Version	File Location	Installed	Size
Microsoft Office Enterprise 2007	12.0.6612.100 0) C:\Program Files (x86)\Microsoft Office	2014 Jul 10	1 KB
Acer Framework	3.00.5500	C:\Program Files\Acer\Empowering Technology	2012 Oct 22	1 KB
TeamViewer 8	8.0.44109	C:\Program Files (x86)\TeamViewer\Version8	2013 Oct 10	1 KB
😔 Acer Updater	1.02.3501	C:\Program Files\Acer\Acer Updater	2012 Oct 22	1 KB
SET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KB

Software List

October 9, 2017

TRAINING-PC



Client	TecAirInc
Location	Munster
Computer	TRAINING-PC
Nickname	TRAINING-PC
Domain	tec-air
Local IP Address	10.10.2.113

Software Summary

Operating System	
Apps Installed	79
Unclassified Apps	2
Blacklisted Apps	0
Total App Size	4.06 GB

Windows 7 Professional x64 Service Pack 1

Installed Applications

Application Name	Version	File Location	Installed	Size
♥ Windows XP Mode	1.3.7600.1642 3	Not Defined	2014 Nov 26	1.13 GI
VMware vSphere Client 5.5	5.5.0.3165	C:\Program Files (x86)\VMware\Infrastructure	2014 Jul 01	453 MI
Ø Microsoft Silverlight	5.1.50907.0	c:\Program Files\Microsoft Silverlight	2017 Jun 27	398 MI
SAP Crystal Reports runtime engine for .NET Framework 4 (64-bit)	13.0.4.705	Not Defined	2014 Feb 06	207 MI
SAP Crystal Reports runtime engine for .NET Framework 4 (32-bit)	13.0.4.705	Not Defined	2014 Feb 06	195 MI
Adobe Acrobat Reader DC	15.017.20050	C:\Program Files (x86)\Adobe\Acrobat Reader DC	2016 Jul 13	195 MI
Foxit Reader	8.0.0.624	C:\Program Files (x86)\Foxit Software\Foxit Reader	2016 Jun 28	179 ME
EnterpriselQ Client	11.0.0.0	C:\Program Files (x86)\IQMS\IQWin32	2014 Feb 06	173 MI
ESET Endpoint Antivirus	6.6.2052.0	C:\Program Files\ESET\ESET Endpoint Antivirus	2017 Oct 04	137 MI
🥑 Java 7 Update 79	7.0.790	C:\Program Files (x86)\Java\jre7	2015 Apr 15	121 MI
🤣 Java 7 Update 79 (64-bit)	7.0.790	C:\Program Files\Java\jre7	2015 Apr 15	119 MI
🤣 Java 8 Update 101 (64-bit)	8.0.1010.13	C:\Program Files\Java\jre1.8.0_101	2016 Jul 20	106 MI
🤣 Java 8 Update 101	8.0.1010.13	C:\Program Files (x86)\Java\jre1.8.0_101	2016 Jul 20	93 MI
Ø Mozilla Firefox 47.0.1 (x86 en-US)	47.0.1	C:\Program Files (x86)\Mozilla Firefox	2014 Sep 16	92 MI
Intel(R) Processor Graphics	8.15.10.2598	C:\Program Files (x86)\Intel\Intel(R) Processor Graphics	2013 Apr 25	74 ME
😧 Keyscan System VII Database	7.0.22	C:\Program Files (x86)\Keyscan7\Database	2015 Dec 04	49 MI
Ontrack PowerControls 7.3.1	7.3.1.1	C:\Program Files (x86)\Kroll Ontrack\Ontrack PowerControls	2016 Nov 03	46 M
Microsoft .NET Framework 4.5.1	4.5.50938	C:\Windows\Microsoft.NET\Framework64\v4.0.3 0319\SetupCache\v4.5.50938	2014 Feb 26	39 MI
 Microsoft SQL Server Setup Support Files (English) 	9.00.5000.00	C:\Program Files (x86)\Microsoft SQL Server\90\Setup Bootstrap	2015 Dec 04	21 M
Intel(R) Management Engine Components	8.0.4.1441	C:\Program Files (x86)\Intel\Intel(R) Management Engine Components	2013 Apr 25	20 M



Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 186 of 253

Software List



Арр	olication Name	Version	File Location	Installed	Size
\bigcirc	Microsoft Visual C++ 2012 Redistributable (x64) - 11.0.50727	11.0.50727.1	C:\ProgramData\Package Cache\{15134cb0- b767-4960-a911-f2d16ae54797}	2016 Nov 03	20 MB
\bigcirc	IQMS_PDF_Printer (novaPDF 7.3 printer)		C:\Program Files (x86)\IQMS\IQWin32\IQPDF Printer	2014 Feb 06	19 MB
\bigcirc	Adobe Flash Player 22 NPAPI	22.0.0.209	Not Defined	2017 Oct 09	19 MB
\bigcirc	Adobe Flash Player 22 ActiveX	22.0.0.210	Not Defined	2017 Oct 09	19 MB
Ø	Intel(R) Rapid Storage Technology	11.0.0.1032	C:\Program Files (x86)\Intel\Intel(R) Rapid Storage Technology	2013 Apr 25	18 MB
\bigcirc	Intel(R) USB 3.0 eXtensible Host Controller Driver	1.0.3.214	C:\Program Files (x86)\Intel\Intel(R) USB 3.0 eXtensible Host Controller Driver	2013 Apr 25	18 MB
\bigcirc	Microsoft Visual C++ 2012 Redistributable (x86) - 11.0.60610	11.0.60610.1	C:\ProgramData\Package Cache\{95716cce-fc71 -413f-8ad5-56c2892d4b3a}	2016 Nov 03	17 MB
\bigcirc	Microsoft Visual C++ 2013 Redistributable (x86) - 12.0.30501	12.0.30501.0	C:\ProgramData\Package Cache\{f65db027-aff3 -4070-886a-0d87064aabb1}	2016 Nov 03	17 MB
\overline{O}	Skype™ 5.5	5.5.117	C:\Program Files (x86)\Skype	2012 Oct 22	17 MB
\bigcirc	Microsoft Visual C++ 2010 x64 Redistributable - 10.0.40219	10.0.40219	Not Defined	2013 Apr 25	14 MB
Ø	HandPunch Admin	1.5.1.0	C:\Program Files (x86)\Midex Software\HandPunch Admin	2016 Feb 22	14 MB
\bigcirc	Universal Extractor 1.6.1	1.6.1	C:\Program Files (x86)\Universal Extractor	2016 Aug 04	12 MB
\bigcirc	Microsoft Visual C++ 2010 x86 Redistributable - 10.0.40219	10.0.40219	Not Defined	2013 Apr 25	11 MB
Ø	Microsoft Office File Validation Add-In	14.0.5130.500 3	Not Defined	2017 Jan 12	11 MB
\bigcirc	Intel [®] Trusted Connect Service Client	1.23.605.1	Not Defined	2013 Apr 25	11 MB
Ø	Microsoft Office 2010	14.0.4763.100 0	Not Defined	2013 Apr 25	6 MB
\bigcirc	Microsoft SQL Server Native Client	9.00.5000.00	C:\Program Files\Microsoft SQL Server	2015 Dec 04	6 MB
\bigcirc	LabTechAD	1.0.0	Not Defined	2014 Feb 06	5 MB
\bigcirc	7-Zip 16.02 (x64)	16.02	C:\Program Files\7-Zip	2016 Jun 06	5 MB
\bigcirc	LINX QS Driver Package V1.0	1.0.2	Not Defined	2015 Dec 08	3 MB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.56336	Not Defined	2016 Nov 03	3 MB
\bigcirc	ScreenConnect Client (42955aba345c2e1a)	6.3.13446.637 4	Not Defined	2017 Aug 02	2 MB
\bigcirc	Microsoft SQL Server 2005 Compact Edition [ENU]	3.1.0000	C:\Program Files (x86)\Microsoft SQL Server Compact Edition	2012 Oct 22	2 MB
\overline{O}	HandPunch Attendance Manager	1.0.5	Not Defined	2016 Feb 12	2 MB
\bigcirc	Broadcom Gigabit Integrated Controller	15.4.5.1	C:\Program Files\Broadcom	2013 Apr 25	2 MB
\overline{O}	Intel(R) Control Center	1.2.1.1007	C:\Program Files (x86)\Intel\Intel Control Center	2013 Apr 25	1 MB
\overline{O}	ScreenConnect Client (5309622f739d9456)	5.3.9074.5646	Not Defined	2015 Oct 09	1 MB
\bigcirc	TightVNC	2.7.10.0	Not Defined	2014 Oct 24	1 MB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 187 of 253

Software List



Арр	olication Name	Version	File Location	Installed	Size
\bigcirc	Microsoft SQL Server VSS Writer	9.00.5000.00	C:\Program Files\Microsoft SQL Server	2015 Dec 04	1 MB
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.6161	9.0.30729.616 1	Not Defined	2014 Jul 08	788 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.4148	9.0.30729.414 8	Not Defined	2014 Jul 01	784 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.6161	9.0.30729.616 1	Not Defined	2014 Jul 08	600 KB
Ø	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.17	9.0.30729	Not Defined	2012 Oct 22	596 KB
0	Microsoft Visual C++ 2008 Redistributable - x86 9.0.30729.4148	9.0.30729.414 8	Not Defined	2012 Oct 22	592 KB
0	Mozilla Maintenance Service	47.0.1	C:\Program Files (x86)\Mozilla Maintenance Service	2014 Sep 16	375 KB
\bigcirc	Microsoft Visual C++ 2005 Redistributable	8.0.61001	Not Defined	2014 Jul 08	300 KB
\bigcirc	Microsoft Visual C++ 2008 Redistributable - x64 9.0.30729.17	9.0.30729	Not Defined	2016 Nov 03	252 KB
Ø	Microsoft Visual J# 2.0 Redistributable Package - SE (x64)		C:\Windows\Microsoft.NET\Framework64\v2.0.5 0727	2009 Jul 14	1 KB
\bigcirc	Acer Registration	1.04.3506	C:\Program Files (x86)\Acer\Registration	2012 Oct 22	1 KB
\bigcirc	Realtek High Definition Audio Driver	6.0.1.6521	C:\Program Files\Realtek\Audio\HDA	2013 Apr 25	1 KB
Ø	Keyscan System VII Photo Badging & Mapping Editor	7.0.22	C:\Program Files (x86)\Keyscan7	2015 Dec 04	1 KB
Ø	Microsoft Office Enterprise 2007	12.0.6612.100 0	C:\Program Files (x86)\Microsoft Office	2013 Apr 25	1 KB
\bigcirc	Intel(R) OpenCL CPU Runtime		C:\Program Files (x86)\Intel\OpenCL SDK\1.5	2013 Apr 25	1 KB
Ø	GoToAssist Customer 3.5.0.1488	3.5.0.1488	C:\Program Files (x86)\Citrix\GoToAssist Remote Support Customer\1488	2017 Sep 29	1 KB
Ø	Microsoft SQL Server 2005		C:\Program Files (x86)\Microsoft SQL Server\90\Setup Bootstrap	2015 Dec 04	1 KB
\bigcirc	TeamViewer 8	8.0.44109	C:\Program Files (x86)\TeamViewer\Version8	2014 Feb 06	1 KB
\bigcirc	Windows Live Essentials	15.4.3538.051 3	C:\Program Files (x86)\Windows Live	2012 Oct 22	1 KB
\bigcirc	Keyscan System VII Client	7.0.22	C:\Program Files (x86)\Keyscan7	2016 Aug 04	1 KB
Ø	ShadowSnap	3.4.1.	C:\Program Files (x86) \StorageCraft\ShadowProtect\ShadowSnap	2017 May 03	1 KB
Ø	Acer eRecovery Management	5.01.3503	C:\Program Files\Acer\Acer eRecovery Management	2013 Apr 25	1 KB
\overline{O}	Welcome Center	1.02.3507	C:\Program Files (x86)\Acer\Welcome Center	2012 Oct 22	1 KB
$\overline{\bigcirc}$	Acer Framework	3.00.5500	C:\Program Files\Acer\Empowering Technology	2012 Oct 22	1 KB
$\overline{\bigcirc}$	Keyscan NETCOM Program Tool	6.0.19	C:\Program Files (x86)\KeyscanNETCOM	2015 Dec 04	1 KB
Ø	Keyscan System VII Communications	7.0.22	C:\Program Files (x86)\Keyscan7	2016 Aug 03	1 KB
Ø	StorageCraft ShadowProtect	5.0.1.23057	C:\Program Files (x86) \StorageCraft\ShadowProtect	2017 May 03	1 KB

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 188 of 253

Software List



Арј	plication Name	Version	File Location	Installed	Size
\bigcirc	Acer Updater	1.02.3501	C:\Program Files\Acer\Acer Updater	2012 Oct 22	1 KB
Ø	ESET Remote Administrator Agent	6.5.522.0	Not Defined	2017 Apr 25	0 KB
Û	Windows Driver Package - Linx Technologies, inc. LINX QS Driver Package V1.0 (02/17/2009 2.04.16)	02/17/2009 2.04.16	Not Defined	2017 Oct 09	0 KB
Ū	Windows Driver Package - Linx Technologies, inc. LINX QS Driver Package V1.0 (02/17/2009 2.04.16)	02/17/2009 2.04.16	Not Defined	2017 Oct 09	0 KB

Software List

October 9, 2017

Report Legend

Identification

Displays a list of information used to identify this specific computer: Client Name, Location Name, Computer Name, Friendly Name, Domain, and Local IP Address.

Installed Applications

Displays a list of applications installed on this computer. Each application displays its name, version, file location, date installed, and installation size. Each application is also designated by its classification icon:



Whitelisted application



 \Box

Unclassified application

Blacklisted application

Software Summary

Displays a summary of software information for the computer: the current operating system, counts of applications and app classifications, and total application drive space usage.



Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 190 of 253



Asset Summary Report

Displays a summary of all assets for each client, followed by detailed lists grouped by each device type.

Impact Solutions Monitoring Service

October 9, 2017

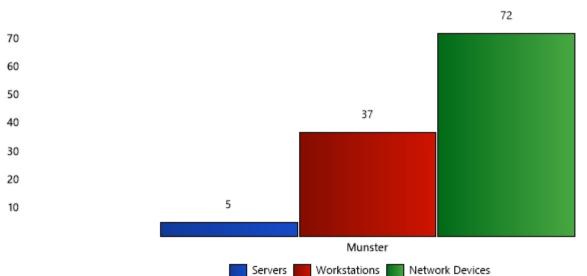
Tec-Air Inc.



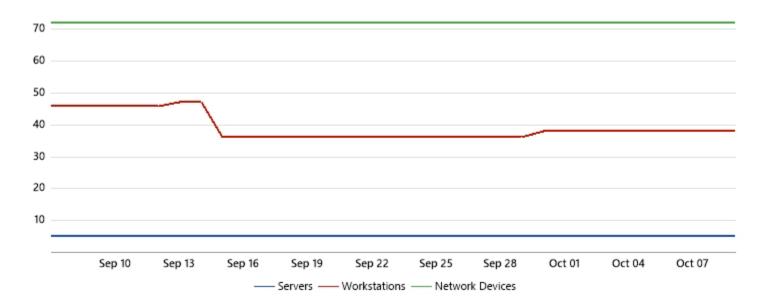
Asset Analysis

Address:	9200 Calumet Avenue,	Servers	Workstations	Network Devices
Country:	Munster, IN 46321	5	37	72
Phone:	7088391400		Windows	Other
Fax:		Servers	5	0
Locations:	1	Workstations	37	0

Devices By Location



Asset Deployment History



Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 192 of 253

Asset Summary Report

October 9, 2017

Server Assets



Server Roles		Server Architecture
Print 2 File 3 DHCP 1 IIS 5 AV 5 Windows Auto Service 1 DNS 1 Windows Terminal 3 MSSQL 2 Domain Controller 1 Exchange 1		Windows 08/12/16 Server 100%
Server Type/Name Location Manufacturer/Model	Current Status/Duration OS Local IP	CPU Usage RAM Usage HDD Usage Server Roles
EDI Munster Acer Veriton X4620G	Running for 102d 15h Server 2008 x64 10.10.2.121	3 GHz 3.9 GB 53 GB / 466 GB 0% 53% 11% AV, Exchange, MSSQL, Small Business, Print, Hyper-V, IIS, Citrix Metaframe, Windows Terminal
IQMS2 Munster Hewlett-Packard ProLiant	Running for 235d 12h Server 2008 x64 10.10.2.12 DL360p Gen8 10.10.2.12	2.5 GHz 16 GB 661 GB / 2.85 TB 0% 91% 23% AV, Small Business, File, Hyper-V, IIS, Citrix Metaframe, Windows Terminal
TECAIR-EXCH13 Munster VMware, Inc. VMware Virtu	Running for 6d 11h Server 2012 R2 x64 10.10.2.8 ual Platform	2.49 GHz 6 GB 281 GB / 320 GB 6% 89% 88% AV, Exchange, Small Business, File, Hyper-V, IIS, Citrix Metaframe, Windows Terminal
TECAIR-FS Munster VMware, Inc. VMware Virtu	Running for 6d 12h Server 2012 R2 x64 10.10.2.7 ual Platform	2.49 GHz 4 GB 895 GB / 1.08 TB 7% 48% 81% AV, MSSQL, Domain Controller, Small Business, File, Print, Hyper-V, DNS, IIS, DHCP, Citrix Metaframe, Windows Terminal, Windows Auto Service
TECAIR-TS Munster VMware, Inc. VMware Virtu	Running for 6d 12h Server 2008 R2 x64 10.10.2.11 ual Platform	2.49 GHz 4 GB 52 GB / 60 GB 2% 37% 87% AV, MSSQL, Hyper-V, IIS, Windows Terminal

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 193 of 253

Asset Summary Report

Workstations by Operating Systems

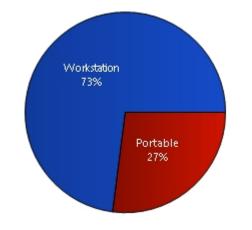
October 9, 2017



Workstation Assets

		Windows Vista and Previous: 2 Windows 7: 35
95%	5%	

Workstation Form Factor



Workstation Type/Name	Current OS	Status/Duration Local IP	CPU Usage	RAM Usage	HDD Usage
Manufacturer/Model			Assigned Cont	act	Date 1st OS Start
BOREFORCEXP Munster Dell OptiPlex 745	Rur Windows XP SP3	ning for 53d 4h 10.10.2.140	3.4 GHz 29 Unassigned	2 GB % 69%	35 GB / 75 GB 46% 27-Mar-2013
CMM-PC Munster Acer Veriton M2630G	Rur Windows 7 SP1 x64	ning for 6d 12h 10.10.2.120	3.4 GHz O9 Unassigned	7.9 GB % 🗖 27%	90 GB / 440 GB 20% 21-Aug-2014
DANTE-LAPTOP Munster Dell Latitude E6530	Standby/Hiber Windows 7 SP1 x64	nate for 4h 17m 10.10.2.57	2.5 GHz Dnassigned	15.9 GB % 🗖 33%	311 GB / 447 GB 70% 02-Mar-2013
ENG-TECH1 Munster Dell Precision WorkStation 37	Windows XP SP3	ning for 6d 15h 10.10.2.143	3.2 GHz 99 Unassigned	510 MB % 53%	68 GB / 75 GB 91% 12-Jan-2010
QC2 Munster Acer Veriton X4620G	Run Windows 7 SP1 x64	ning for 3h 19m 10.10.2.74	3 GHz Dnassigned	3.9 GB % 57%	123 GB / 437 GB 28% 07-Mar-2014
SALEST440-1 Munster LENOVO 20B6005JUS	Shutdo Windows 7 SP1 x64	wn for 18h 33m 192.168.1.70	1.9 GHz 49 Unassigned	7.7 GB % 5 39%	130 GB / 159 GB 82% 13-Sep-2014
TA2485 Munster LENOVO 20AQ008FUS	Run Windows 7 SP1 x64	ning for 6h 56m 10.10.2.92	1.9 GHz Numerical 89 Unassigned	7.7 GB % 🗖 31%	76 GB / 166 GB 46% 07-Jul-2017
TA-2538 Munster LENOVO 20B6005JUS	Run Windows 7 SP1 x64	ning for 6h 35m 10.10.2.76	1.9 GHz Junassigned	7.7 GB % 🗖 33%	72 GB / 159 GB 45% 12-Sep-2017
o			- ·		

Workstation Type/Name	Current Status/Duration OS Local IP	J	M Usage HDD Usage
Manufacturer/Model TA-2539 Munster Acer Veriton X4620G	Running for 6d 12h Windows 7 SP1 x64 10.10.2.88		Date 1st OS Start GB 155 GB / 436 GB 42% 36% 25-Oct-2013
TA-CEO01 Munster LENOVO 20FB002LUS	Disconnected for 8h 46m Windows 7 SP1 x64 192.168.43.172		9 GB 212 GB / 477 GB 27% 45% 04-Oct-2016
I TACS4 Munster LENOVO 10AY0082US	Running for 6d 12h Windows 7 SP1 x64 10.10.2.107		
IAENG1 Munster Acer Veriton X2630G	Running for 7h 6m Windows 7 SP1 x64 10.10.2.66		
ITAENG2 Munster Acer Veriton X2630G	Running for 6d 11h Windows 7 SP1 x64 10.10.2.108		
TAFIELD2 Munster LENOVO 20DC003WUS	Standby/Hibernate for 4d 10h Windows 7 SP1 x64 10.10.2.118		GB 68 GB / 464 GB 40% ■ 15% 13-Aug-2015
ITAFIN01 Munster Acer Veriton X2630G	Running for 6d 6h Windows 7 SP1 x64 10.10.2.148		GB 92 GB / 440 GB 40% ■ 21% 19-Sep-2014
ITAFIN2 Munster LENOVO 10AY001RUS	Running for 3d 3h Windows 7 SP1 x64 10.10.2.73		GB 90 GB / 464 GB ▲ 48% ▲ 19% 30-Jan-2015
ITAFIN-PC Munster LENOVO 10AY001YUS	Running for 6d 0h Windows 7 SP1 x64 10.10.2.95		GB 103 GB / 464 GB ▲ 48% ▲ 22% 24-Apr-2015
TAFOREMAN01 Munster LENOVO 10AY001RUS	Running for 6d 12h Windows 7 SP1 x64 10.10.2.103		GB 81 GB / 464 GB 33% ■ 17% 22-Sep-2015
ITAHR01 Munster LENOVO 10AY0082US	Running for 6d 12h Windows 7 SP1 x64 10.10.2.51	3 GHz 3.9 4% Unassigned	GB 88 GB / 464 GB 55% ■ 19% 05-Nov-2015
TA-INTERN Munster Dell Latitude E6530	Running for 10d 7h Windows 7 SP1 x64 10.10.2.110		9 GB 237 GB / 447 GB 42% 53% 27-Jul-2016



Workstation Type/Name	Current Status/Duration OS Local IP	CPU Usage RAM Usage	HDD Usage
Manufacturer/Model		Assigned Contact	Date 1st OS Start
I TA-MAINCONFRM Munster Acer Veriton X2630G	Running for 6d 6h Windows 7 SP1 x64 10.10.2.100	3.4 GHz 3.9 GB 2% 43% Unassigned	186 GB / 440 GB 42% 12-Sep-2014
TAOFFICEBREAKRM Munster LENOVO 10AY001RUS	Running for 6d 12h Windows 7 SP1 x64 10.10.2.124	2.9 GHz 3.9 GB 1% 43% Unassigned	133 GB / 464 GB 29% 19-Jun-2015
TAPR-LPTP01 Munster LENOVO 20B6005JUS	Standby/Hibernate for 2h 47m Windows 7 SP1 x64 192.168.0.13	1.9 GHz 7.7 GB 2% 2% 25% Unassigned	113 GB / 223 GB 51% 30-Aug-2017
IAQA1 Munster Acer Veriton X2630G	Running for 6d 12h Windows 7 SP1 x64 10.10.2.144	3.4 GHz 3.9 GB 3% 43% Unassigned	174 GB / 1.29 TB 13% 12-Sep-2014
I TAQA2 Munster Acer Veriton X2630G	Running for 6d 12h Windows 7 SP1 x64 10.10.2.142	3.5 GHz 3.9 GB 0% 36% Unassigned	69 GB / 439 GB 69 GB / 439 GB 16% 14-Nov-2014
TASALES1 Munster LENOVO 20B6005JUS	Running for 7h 11m Windows 7 SP1 x64 10.10.2.65	1.9 GHz 7.7 GB 1% 33% Unassigned	125 GB / 159 GB 79% 16-Jan-2015
State Contended State Contende	Shutdown for 52d 23h Windows 7 SP1 x64 10.10.2.109	1.7 GHz 3.7 GB 0% 49% Unassigned	71 GB / 464 GB 5 5 15% 30-Sep-2015
I TASHOPFLOOR-D6 Munster LENOVO 10AY001RUS	Running for 6d 12h Windows 7 SP1 x64 10.10.2.63	2.9 GHz 3.9 GB 0% 39% Unassigned	69 GB / 464 GB 69 GB / 464 GB 15% 02-Oct-2015
I TASHOPFLOOR-E7 Munster LENOVO 10AY001RUS	Running for 6d 12h Windows 7 SP1 x64 10.10.2.87	2.9 GHz 3.9 GB 0% 35% Unassigned	81 GB / 464 GB 8 18% 07-Oct-2015
ITATOOLROOM2 Munster Acer Veriton X2630G	Running for 6d 12h Windows 7 SP1 x64 10.10.2.94	3.5 GHz 3.9 GB 4% 32% Unassigned	67 GB / 439 GB 67 GB / 439 GB 15% 07-Nov-2014
TA-TOWNHALL Munster LENOVO 10AY001RUS	Running for 3d 4h Windows 7 SP1 x64 10.10.2.67	2.9 GHz 3.9 GB 1% 32% Unassigned	75 GB / 451 GB 17% 08-Oct-2015
ITATV-PC01 Munster LENOVO 10AY001RUS	Running for 6d 12h Windows 7 SP1 x64 10.10.2.56	2.9 GHz 3.9 GB 0% 41% Unassigned	85 GB / 464 GB 8 18% 18-Sep-2015



Workstation Type/Name	Current : OS	Status/Duration Local IP	CPU Usage	RAM Usage	HDD Usage
Manufacturer/Model			Assigned Cont	act	Date 1st OS Start
I TA-WAREHOUSE1 Munster Acer Veriton X2630G	Run Windows 7 SP1 x64	ning for 6d 11h 10.10.2.151	3.5 GHz Junassigned	3.9 GB 6 - 36%	63 GB / 439 GB 5 ■ 14% 07-Nov-2014
TAWAREHOUSE2 Munster Acer Veriton X2630G	Shutc Windows 7 SP1 x64	lown for 91d 1h 10.10.2.112	3.5 GHz 49 Unassigned	3.9 GB 6 50%	63 GB / 439 GB 5 ■ 14% 07-Nov-2014
TECAIR-MGMT1 Munster Acer Veriton M2630G	Run Windows 7 SP1 x64	ning for 6d 12h 10.10.2.52	3.4 GHz 09 Unassigned	3.9 GB 6 🗖 38%	94 GB / 441 GB 21% 27-Jun-2014
I TECAIR-PC Munster Acer Veriton X4620G	Run Windows 7 SP1 x64	ning for 6d 11h 10.10.2.90	3 GHz Dunassigned	3.9 GB 6 – 4 1%	99 GB / 436 GB 23% 08-Oct-2013
IRAINING-PC Munster Acer Veriton X4620G	Run Windows 7 SP1 x64	ning for 6d 12h 10.10.2.113	3 GHz 29 Unassigned	3.9 GB 6 57%	101 GB / 436 GB 23% 06-Feb-2014



Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 197 of 253

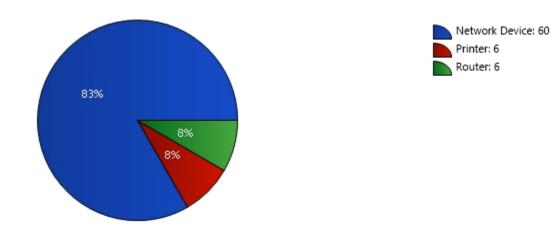
Asset Summary Report

October 9, 2017



Network Device Assets

Device Types



Device Name	IP Address	Location	Make & Model	SNMP?	Current Status
<>> 10.10.2.102	10.10.2.102	Munster	Unknown Device		Online
<>> 10.10.2.116	10.10.2.116	Munster	Unknown Device		Online
<>> 10.10.2.149	10.10.2.124	Munster	Unknown Device	\checkmark	Online
<>> 10.10.2.16	10.10.2.16	Munster	Unknown Device		Online
<>> 10.10.2.17	10.10.2.17	Munster	Unknown Device		Online
<>> 10.10.2.190	10.10.2.190	Munster	Unknown Device		Online
< 10.10.2.199	10.10.2.199	Munster	Unknown Device		Online
<>> 10.10.2.207	10.10.2.207	Munster	Unknown Device		Online
<>> 10.10.2.253	10.10.2.253	Munster	Unknown Device	\checkmark	Online
<>> 10.10.2.253	10.10.2.253	Munster	Unknown Device		Online
< 10.10.2.254	10.10.2.254	Munster	Unknown Device		Online
< 10.10.2.254	10.10.2.254	Munster	Unknown Device		Online
<>> 10.10.2.27	10.10.2.27	Munster	Unknown Device	\checkmark	Online
<>> 10.10.2.50	10.10.2.50	Munster	Unknown Device		Online
<>> 10.10.2.62	10.10.2.62	Munster	Unknown Device		Online
< 10.10.2.64	10.10.2.64	Munster	Unknown Device	\checkmark	Online for 18d 2h
<>> 10.10.2.65	10.10.2.118	Munster	Unknown Device		Online
<>> 10.10.2.70	10.10.2.117	Munster	Unknown Device		Online
<>> 10.10.2.71	10.10.2.59	Munster	Unknown Device		Online
<>> 10.10.2.81	10.10.2.81	Munster	Unknown Device		Online
< 10.10.2.85	10.10.2.105	Munster	Unknown Device		Online
<>> 10.10.2.89	10.10.2.89	Munster	Unknown Device		Online

Device Name	IP Address	Location	Make & Model	SNMP?	Current Status
<>> 10.10.2.93	10.10.2.93	Munster	Unknown Device		Online
<>> 10.10.2.96	10.10.2.111	Munster	Unknown Device		Offline
<>> 10.10.2.96	10.10.2.70	Munster	Unknown Device		Online
<>> 10.10.2.99	10.10.2.114	Munster	Unknown Device		Offline
android- 8c7da2eca63b15f2.tec-air	10.10.2.130	Munster	Unknown Device		Offline
android- 8c7da2eca63b15f2.tec-air	10.10.2.60	Munster	Unknown Device		Online
android- 8c7da2eca63b15f2.tec-air	10 10 2 10 4	Munster	Unknown Device		Online
<pre>ckmx- pbydpy8.cknainc.com</pre>	10.10.2.82	Munster	Unknown Device		Online
CONNIEFERBA-PC	10.10.2.96	Munster	Unknown Device		Offline
SON4CF223	10.10.2.175	Munster	Unknown Device	\checkmark	Offline
🐃 HP-2530-24G-PoEP	10.10.2.25	Munster	Unknown Device	\checkmark	Online for 57d 13h
🐃 HP-2530-24G-PoEP	10.10.2.26	Munster	Unknown Device	\checkmark	Online for 259d 17h
< HP-2530-24G-PoEP	10.10.2.25	Munster	Unknown Device		Offline
HP-2530-24G-PoEP	10.10.2.26	Munster	Unknown Device		Offline
🗢 HP-2530-48G-PoEP	10.10.2.24	Munster	Unknown Device	\checkmark	Online for 57d 14h
🗢 HP-2530-48G-PoEP	10.10.2.21	Munster	Unknown Device	\checkmark	Online for 297d 19h
🗢 HP-2530-48G-PoEP	10.10.2.22	Munster	Unknown Device	\checkmark	Online for 297d 19h
🗢 HP-2530-48G-PoEP	10.10.2.77	Munster	Unknown Device	\checkmark	Online for 297d 19h
HP-2530-48G-PoEP	10.10.2.21	Munster	Unknown Device		Offline
HP-2530-48G-PoEP	10.10.2.24	Munster	Unknown Device		Offline
HP-2530-48G-PoEP	10.10.2.22	Munster	Unknown Device		Offline
HP-2530-48G-PoEP	10.10.2.77	Munster	Unknown Device		Offline
🕽 HP3DE136	10.10.2.130	Munster	Unknown Device	\checkmark	Offline
hudson-laptop.tec-air	10.10.2.100	Munster	Unknown Device		Online
hypervisor1.tec-air	10.10.2.6	Munster	Unknown Device		Online
II	10.10.2.169	Munster	Unknown Device		Online
🧠 iphone.tec-air	10.10.2.122	Munster	Unknown Device		Online
🧠 iphone.tec-air	10.10.2.51	Munster	Unknown Device		Online
🧠 iphone.tec-air	10.10.2.122	Munster	Unknown Device		Online
🧠 jennys-iphone.tec-air	10.10.2.110	Munster	Unknown Device		Online
< NPI395A3F	10.10.2.30	Munster	HP LaserJet P3010 Series	\checkmark	Offline
< salest440-1.tec-air	10.10.2.115	Munster	Unknown Device		Online





Device Name	IP Address	Location	Make & Model	SNMP?	Current Status
TACS3	10.10.2.55	Munster	Unknown Device		Online
< taeng2.tec-air	10.10.2.86	Munster	Unknown Device		Online
< TAFIN01	10.10.2.148	Munster	Unknown Device		Online
< TAFIN2	10.10.2.73	Munster	Unknown Device		Online
< taforeman01.tec-air	10.10.2.127	Munster	Unknown Device		Offline
< TAQA1	10.10.2.144	Munster	Unknown Device		Online
🕽 tasales1.tec-air	10.10.2.69	Munster	Unknown Device	\checkmark	Online
< tashopfloor-d6.tec-air	10.10.2.123	Munster	Unknown Device		Offline
< tashopfloor-e7.tec-air	10.10.2.119	Munster	Unknown Device		Online
< ta-townhall.tec-air	10.10.2.129	Munster	Unknown Device		Online
< tecair-mgmt1.tec-air	10.10.2.128	Munster	Unknown Device		Online
TECAIRS2000	10.10.2.14	Munster	Unknown Device		Online
TOPSOLID2	10.10.2.180	Munster	Unknown Device		Online
< ups185	10.10.2.181	Munster	Unknown Device	\checkmark	Online
< ups75	10.10.2.71	Munster	Unknown Device	\checkmark	Online
🕽 Xerox 7835	10.10.2.5	Munster	Unknown Device	\checkmark	Online for 4d 8h
🕽 Xerox 7845	10.10.2.4	Munster	Unknown Device	\checkmark	Online for 7h 40m
XRX9C934E666DE7	10.10.2.4	Munster	Unknown Device		Online



October 9, 2017

Report Legend

Server Type Indicators

- Server (All types)
- Virtual Machine (VMWare/VirtualBox)

Workstation Type Indicators

- Desktop (Tower/Minitower)
- Portable (Notebook/Netbook)
- Virtual Machine (VMWare/VirtualBox)

Agent Status Colors

The color of the Agent Status field indicates what type of connection is currently maintained by the server:



Network Device Type Indicators

- General Network Device
- 🗢 Bridge
- 2 Camera/Scanner
- 💿 Computer (No Agent)
- Firewall Device
- 😰 Home Automation Device
- 🧢 Multimedia Device
- 🜒 Network Attached Storage

Resource Usage Indicator

These bars display the percentage of resources used for a given item. To the right is the scale commonly used; note that certain items may have a reversed scale.

- Low: 0% up to 50%
- Medium: 50% up to 75%
- High: 75% up to 100%

Programmable Logic Controller
 Printer
 Router
 Switch

ЛРАСТ

- 💐 Terminal
- 🐑 Uninterruptible Power Supply
- la VoIP Device
- 📥 🛛 Wi-Fi Access Point

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 201 of 253

TEC AIR PROPRIETARY TOOLS

	TA Too				Customer(s)	Is Tool Usable?
	TA000				STEWART MANUFACTURING	Yes
	2 TA001				Industrial Tool & GEM Products Whirlpool & Maytag	Yes Yes
	TA001		-		winipol a wayag Oasis	Yes
	5 TA003				LaR Mfg	Yes
	5 TA004				Aubrey Mfg & Rousch	Yes
	7 TA004				Red Dot, Snap on Tools, Northern Factory Sales, Japlar, Traulsen, Randal Mfg & Prince Mfg	Yes
	3 TA005				Keith Products, Enviro Systems, ECS House Industries	Yes
	TA014 TA022				U-Line Johnstone Supply & WC Wood	Yes Yes
	L TA023				Joins to the supply a we wood MET	Yes
	2 TA029				McQuay, Goodman Mfg, Daikin, Enviro Master, Essick Air, Champion Cooler, Every Supply Co, Figlia & Sons	Yes
13	3 TA029	r 18			Alandale Industries, Lake Air International, Maytag, Whirlpool	Yes
	1 TA036				W.C. Wood, Lambro	Yes
	5 TA037				GE Parts & Service	Yes
	5 TA038 7 TA040				Ametek, GS Electric Daikin	Yes
	TA040.			0 0	Daikin W.C. Wood, Whirlpool	Yes Yes
	7 TA041				Turbonics	Yes
	TA042				Maytag, Whirpool	Yes
21	L TA042	.9 1	rL.	Blower Wheel	Hemco, Q-Lab	Yes
	2 TA043				EnviroMaster, Friedrich	Yes
	3 TA043				Fedders	Yes
	1 TA043 5 TA043				Hemco, ITT AeroSpace	Yes Yes
	5 TA043				Essick Air, Lennox Mexico TJERNLUND PRODUCTS, INC.	Yes
	7 TA044				TRIUMPH MANUFACTURING, INC.	Yes
28	3 TA045	i J I			IMPCO S.A. DE C.V.	Yes
	9 TA045				AEP - PUBLIC SERVICE CO. OF OKLAHOMA, DOMETIC CORPORATION, FEDERAL PACIFIC TRANSFORMER CO	Yes
) TA048				AURORA CLIMATE SYSTEMS P/L, K-TEC, WHIRLPOOL CORPORATION	Yes
	L TA049				LINCOLN ELEC CO OF CANADA LTD., ALANDALE INDUSTRIES INC.	Yes
	2 TA052 3 TA057				W.C. WOOD CO. LIMITED GREAT PLAINS INDS., W.C. WOOD CO. LIMITED	Yes Yes
	TA059				Aurona climate systems p/L	Yes
	5 TA059				AURORA CLIMATE SYSTEMS P/L, K-TEC	Yes
36	5 TA059	18H 1	rL.	Axial Flow Fan	A.O. SMITH ELECTRICAL PRODUCTS, LEROY SOMER, REGAL BELOIT CORPORATION	Yes
37	7 TA060				WHIRLPOOL CORPORATION, NATIONAL REFRIGERATION CO., GEM PRODUCTS INC.	Yes
	3 TA064				TURBONICS, INC.	Yes
	TA066 TA067				MODINE CLIMATE SYSTEMS SIEMENS ELECTRIC LIMITED	Yes Yes
	TA067			Axial Flow Fan	Siewens electric elivine	Yes
	2 TA069				OLAN PLASTICS	Yes
43	3 TA070				SPRUCE ENVIRONMENTAL TECH., WATERPIK TECHNOLOGIES INC.	Yes
44	1 TA072	1A 1	rL.	Axial Flow Fan	IMC MAGNETICS CORP.	Yes
	5 TA072				ELECTROLUX HOM PRODUCTS NA, OASIS VAT NO IE 6517065 N, TRI PALM INTERNATIONAL	Yes
	5 TA072				IMC MAGNETICS CORP., Curtiss-Wright Controls Integrated Sensing, Inc - Tempe	Yes
	7 TA073				DOMETIC CORPORATION DOMETIC CORPORATION, LENNOX DE MEXICO	Yes Yes
	TA073				Dome To Conformation, Landou de mexico Applede Conformation, Candou Cris	Yes
) TA073				APPLIED COMFORT PRODUCTS	Yes
51	L TA074	0 W 1	rL.	Blower Wheel	ALL TEMP PRODUCTS CO. LIMITED, ICP, JACK BALABAN SALES AGENCY, CARRIER REPLACEMENT COMPONENTS DIVISION, CARRIER TRANSICOLD	Yes
	2 TA074			•	CARRIER TRANSICOLD	Yes
	3 TA074				CARRIER TRANSICOLD	Yes
	1 TA075				MATSUSHITA FLOOR CARE CO.	Yes
	5 TA075 5 TA075				SUBURBAN MANUFACTURING ELECTROLUX HOM PRODUCTS NA, FRIEDRICH, FRIGIDAIRE CO.	Yes Yes
	7 TA076				ELECTROLOGIAN INCODESTING TRUDNELL, FINISIARIE EG. BYCODI, ESSICK AIR PRODUCTS	Yes
58	3 TA077				LENNOX DE MEXICO, INDUSTRIAS MACON, PORT A COOL LLC.	Yes
59	9 TA077	'6 G 1	rL.			Yes
) TA077				SIEMENS ELECTRIC LIMITED	Yes
	L TA077				SIEMENS ELECTRIC LIMITED BEI VEDERE COMPANY	Yes
	2 TAU/8 3 TA078				BELVEDERE COMPANY ALL TEMP PRODUCTS CO. LIMITED, ICP, JACK BALABAN SALES AGENCY, CARRIER REPLACEMENT COMPONENTS DIVISION, CARRIER TRANSICOLD	Yes Yes
	TA078				ALL TEMP PRODUCTS CO. LIWITED, ICF, JACK BALBARY JALES AGENCI, CARRIER REPACEMENT COMPONENTS DIVISION, CARRIER TRANSICOLD	Yes
	5 TA079				ELECTROLUX HOM PRODUCTS NA	Yes
66	5 TA079	7 F2 1			ELECTROLUX HOM PRODUCTS NA	Yes
	7 TA080				DTI, RICAGNI CONDIZIONATORI S.P.A.	Yes
	3 TA080				ELECTROLUX HOM PRODUCTS NA	Yes
	TA080 TA081 TA081				ELECTROLUX HOM PRODUCTS NA LENNOX DE MEXICO, INDUSTRIAS MACON, PORT A COOL LLC.	Yes Yes
	TA081				LENNOX DE MEXICO, INDOSTRIAS MACON, PORTA COOL ELC. CARRIER TRANSICOLD	Yes
	2 TA082				LECTROLIX HOM PRODUCTS NA	Yes
	3 TA082		-		ELECTROLUX HOM PRODUCTS NA	Yes
	1 TA083				ELECTROLUX HOM PRODUCTS NA	Yes
	5 TA083				PLACTICUS, S.A. DE C.V., TECHNIMARK MEXICALI, INC	Yes
	5 TA083 7 TA083				PLACTICUS, S.A. DE C.V., TECHNIMARK MEXICALI, INC PLACTICUS, S.A. DE C.V., TECHNIMARK MEXICALI, INC, Pinnacle Dryer Corp	Yes Yes
	3 TA083				FIGETICOS, SA, DE CAV, TECHNIMARA MEATCACH, INC, FIIInable Dryet Corp. SUBURBAN MANUFACTURING	Yes
	TA085				ACCUAFRESC SLU, Anna Negrete Beltran, WORLD DRYER CORPORATION	Yes
80) TA085	6 AA 1	rL.	Blower Wheel	IMPCO S.A. DE C.V., INDUSTRIAS MACON, LENNOX DE MEXICO, PORT A COOL LLC.	Yes
	L TA086				ELECTROLUX HOM PRODUCTS NA	Yes
	2 TA087		-		SUB ZERO FREEZER, TAYLOR COMPANY	Yes
	3 TA088 1 TA088				MODINE CLIMATE SYSTEMS, BERGSTROM INC. MAYTAG, MAYTAG CUSTOMER SERVICE, WHIRLPOOL CORPORATION	Yes Yes
	TA088				IMATING, MATING COSTOMER SERVICE, WHIRPOOL CORPORATION SIGMERS ELECTRIC LIMITED	Yes
	5 TA088				SIMMENS ELECTRIC LIMITED	Yes
87	7 TA090	19 M 1	rL.	Axial Flow Fan	DANA CORPORATION	Yes
	3 TA091				UNIMOTOR LTD.	Yes
	7A091				UNIMOTOR LTD.	Yes
) TA118 L TA118				ALLIANCE LAUNDRY SYSTEMS ALLIANCE LAUNDRY SYSTEMS	Yes Yes
	2 TA118				ALLIANCE LAUNDRY SYSTEMS ALLIANCE LAUNDRY SYSTEMS	Yes
	3 TA132			•	ALCHARGE HANDON'S JOSTENS LEICTROLLUX HOM PRODUCTS NA,	Yes
	TA132				DOMETIC CORPORATION	Yes
95	5 TA137	2 1	TL	Impeller	U-LINE CORPORATION	Yes
	5 TA157				COLEMAN POWERMATE, Grayco, MAT Industries	Yes
	7 TA158				MTD SOUTHWEST	Yes
	3 TA158 9 TA158				MTD SOUTHWEST MATSUSHITA FLOOR CARE CO.	Yes Yes
) TA158				MATSUSHITA FLOUK CARE CO. COLEMAN POWERMATE, Grayco, MAT Industries	Yes
	1 TA171				Signers Electric United	Yes
10.						

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 202 of 253

Selden Fox

Accounting for your future

619 Enterprise Drive I Oak Brook, Illinois 60523 I www.seldenfox.com p 630.954.1400 | f 630.954.1327 | email@seldenfox.com

Legend:	

Asset No.	Description	Date Acquired	Method	Life	C onv		Unadjusted Cost Or	Bus %	Section 179	R [°] on In educti	Basis For Depreciatio	Beginning Accumulated	Current Sec 179	Current Year Deduction	Ending Accumulated
19401	95 PATENT ADDITIONS	12/31/1994		204M		NI 43	P osic 675.	Excl	Exponso	Basis	675.	Depreciation 675.	Expense	0.	Depreciation 675
19402	96 PATENT ADDITIONS	12/31/1995		204M		43	3,657				3,657	3,657		0.	3,65
19403	PATENT ADDITION	10/25/1996		204M		43	690.				690.	690.		0.	690
19404	PATENT ADDITIONS	01/01/1997		204M		43	1,695				1,695	1,695		0.	1,695
19405	PATENT ADDITIONS	01/01/1998		204M		43	2,268				2,268	2,261		0.	2,26
19703	FLEX SOFTWARE & TRAINING -	10/01/2015	200DB	3.00	MQ	17	20,472			10,236	10,236	853.		6,255	7,10
19704	SIMULATION COMPUTERS	10/01/2015	200DB	5.00	MQ	17	1,283			642.	641.	32.		244.	276
19705	COMPUTERS	10/01/2015	200DB	5.00	MQ	17	2,838			1,419	1,419	71.		539.	610
19706	(4) DESKTOP COMPUTERS	10/01/2015	200DB	5.00	MQ	17	2,316			1,158	1,158	58.		440.	498
19707	DESKTOP	10/01/2015	200DB	5.00	MQ	17	659.			330.	329.	17.		125.	142
19708	DESKTOP	10/01/2015	200DB	5.00	MQ	17	1,738			869.	869.	44.		330.	374
19709	ERIN'S LAPTOP	10/01/2015	200DB	5.00	MQ	17	1,678			839.	839.	42.		319.	361
19710	JOSE, TV, BINTRAC	10/01/2015	200DB	5.00	MQ	17	2,419			1,210	1,209	61.		459.	520
19711	KEN'S DESKTOP	10/01/2015	200DB	5.00	MQ	17	1,404			702.	702.	35.		267.	302
19712	LENOVO THINK PAD	10/01/2015	200DB	5.00	MQ	17	848.			424.	424.	21.		161.	182
19713	TECHNOLOGY UPGRADE	10/01/2015	200DB	5.00	MQ	17	14,816			7,408	7,408	370.		2,815	3,18
19714	P GREEN DESKTOP	10/01/2015	200DB	5.00	MQ	17	1,208			604.	604.	30.		230.	260
19715	RICKEY COMPUTER	10/01/2015	200DB	5.00	MQ	17	1,678			839.	839.	42.		319.	361
Asset No.	Description	Date Acquired	Method	Life	C onv		Unadjusted Cost Or	Bus % Excl	Section 179	R [°] on In educti Basis	Basis For Depreciatio	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
19716	THINKPAD	10/01/2015	200DB	5.00	MQ	17	629.		Lyponco	315.	314.	16.		119.	135
19717	WIRE KEYBOARDS OFFICE	10/01/2015	200DB	5.00	MQ	17	2,405			1,203	1,202	60.		457.	517
19718	IQMS SHOP DATA LICENST	10/01/2015	200DB	3.00	MQ	17	4,774			2,387	2,387	199.		1,459	1,65
19719	TIME AND ATTENDANCE HARDWARE	10/01/2015	200DB	3.00	MQ	17	3,057			1,529	1,528	127.		934.	1,06
19720	TIME AND ATTENDANCE SOFTWARE	10/01/2015	200DB	3.00	MQ	17	6,834			3,417	3,417	285.		2,088	2,37
19721	WEB DESIGN AND HOSTING	10/01/2015	200DB	3.00	MQ	17	10,050			5,025	5,025	419.		3,071	3,49
19722	TARGET SALES GMC TRUCK REPAIR	10/01/2015	200DB	5.00	MQ	17	5,934			2,967	2,967	148.		1,128	1,27
19723	SBA LOAN FEES	11/01/2015		120M		43	81,875				81,875	1,365		8,188	9,55
	* OTHER TOTAL OTHER						177,900			43,523	134,377	13,273		29,947	43,22
	FURNITURE & FIXTURES														
16001	PHONE SYSTEM - 1999	04/30/1999	200DB	7.00	HY	17	42,488				42,488	42,488		0.	42,48
16002	KITCHEN FURNITURE	12/09/1999	200DB	7.00	HY	17	2,687				2,687	2,687		0.	2,68
16003	OFFICE FURNITURE	12/14/1999	200DB	7.00	НҮ	17	2,611				2 , 611	2,611		0.	2,61
16004	NEW FURNACES	01/06/2000	200DB	7.00	MQ	17	6,433				6 , 433	6,433		0.	6,43
16005	CARPETING	01/25/2000	200DB	5.00	HY	17	8,460				8,460	8,460		0.	8,46
16006	FURNITURE	03/31/2000	200DB	7.00	MQ	17	873.				873.	873.		0.	873
16007	MINIBLINDS OFFICE	03/31/2000	200DB	7.00	MQ	17	1,549				1 , 549	1,549		0.	1 , 54
16008	CABINETS FOR LUNCH R	03/31/2000	200DB	7.00	MQ	17	1,960				1,960	1,960		0.	1,96
Asset No.	Description	Date Acquired	Method	Life	C onv		Unadjusted Cost Or	Bus % Excl	Section 179	R [°] on In educti Basis	Basis For Depreciatio	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulate Depreciation
						INT	Desta		I Cara a series a	- 3010					

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 203 of 253

16010	CONVEYORS	10/01/2000	200DB	7 00	MQ	17	637.				637.	637.		0.	637.
	OFFICE FIXTURES	06/30/2001			HY		2,883				2,883	2,883		0.	2,883
	2 OFFICE DESKS	06/25/2001			HY		6,428			000	6,428	6,428		0.	6,428
	PHONE SYSTEM	04/30/2002			HY	17	2,666			800.	1,866	1,866		0.	1,866
	LACASSE STATIONS	10/31/2002			HY	17	6,039			1,812	4,227	4,227		0.	4,227
	FURNITURE FOR TEC CT	03/31/2003			HY	17	3,723		3,723					0.	
16018	TEC CENTER CARPET	12/31/2005			HY		2,240		2,240					0.	
	TEC CENTER CUBES	01/31/2006	200DB	7.00	HY	17	9,337				9 , 337	9,337		0.	9,337
16020	TEC CENTER CABINETS	02/13/2006	200DB	7.00	HY	17	2,844				2,844	2,844		0.	2,844
16021	PHONE SYSTEM - 1998	01/01/1999	200DB	7.00	HY	17	35,571				35,571	35,571		0.	35,571
16040	SIGNAGE	03/31/2001	200DB	7.00	HY	17	925.				925.	925.		0.	925.
16042	COMPUTER DESK & RACK	06/30/2001	200DB	7.00	HY	17	492.				492.	492.		0.	492.
16043	CONFERENCE TABLE	06/30/2001	200DB	7.00	HY	17	291.				291.	291.		0.	291.
16044	FLEXIBLE WORKSTATION	02/28/2003	200DB	7.00	HY	17	1,861				1,861	1,861		0.	1,861
	* OTHER TOTAL FURNITURE & FIXTURES						166,225		5,963	2,612	157,650	157,650		0.	157,650
	MACHINERY & EQUIPMENT														
17005	4 COMPUTERS	11/30/2001	200DB	5.00	HY	17	6,119			1,469	4,650	4,650		0.	4,650
Asset No.	Description	Date Acquired	Method	Life	C onv		Unadjusted Cost Or	Bus % Excl	Section 179	R [°] on In educti	Basis For Depreciatio	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
17007	COMPUTERS	02/28/2002	200DB	5.00	HY	NI 17	2,144	Exci	Exponso	Basis 643.	1,501	1,501	Expense	0.	1,501
17008	2 IQMS USER LICENSES	05/31/2002	SL	3.00		16	5,200			1,560	3,640	3,640		0.	3,640
17009	TIME AND ATTENDANCE	01/15/2003	SL	3.00		16	2,167			650.	1,517	1,517		0.	1,517
	CAD WORKSTATION	01/31/2003			НҮ	17	2,685			806.	1,879	1,879		0.	1,879
17011	DELL GX110 COMPUTER	03/31/2003			НҮ	17	629.			189.	440.	440.		0.	440.
	SERVER FOR TEC CENTR	05/31/2003			НҮ		1,700			850.	850.	850.		0.	850.
	COMPUTER	11/30/2003			НҮ		1,401			701.	700.	700.		0.	700.
	IQMS USER LICENSES	12/15/2003			НҮ	17	4,420			2,210	2,210	2,210		0.	2,210
17014	DELL 2200 MP PRJECTR	04/30/2004			нү		976.			488.	488.	488.		0.	488.
	SOFTWARE LICENSES	05/31/2004		3.00		16	3,690			1,845	1,845	1,845		0.	1,845
17018	DELL LATITUDE D505	08/31/2004			НҮ	10								0.	
						17	3,498			1,749	1,749	1,749			1,749
	DELL COMPUTER	08/31/2004				17	4,071			2,036	2,035	2,035		0.	2,035
	DELL LATITUDE	09/30/2004					3,361			1,681	1,680	1,680		0.	1,680
	EDI MODULE	09/30/2004		3.00		16	7,125			3,563	3,562	3,562		0.	3,562
	DELL COMPUTER PROD	10/31/2004					1,713			857.	856.	856.		0.	856.
	DELL SERVER	12/31/2004			НҮ		4,735			2,368	2,367	2,367		0.	2,367
	DELL LATITUDES	12/31/2004			HY	17	3,046			1,523	1,523	1,523		0.	1,523
17024 Asset	TEC CENTER TIME CLCK Description	12/31/2004 Date	200DB Method		HY c	17] ;	2,656 Unadjusted	Bus	Section	1,328 R on In	1,328 Basis For	1,328 Beginning	Current Sec	0. Current Year	1,328 Ending
No.	Description	Acquired	Method	Life			Cost Or	% Excl	179	educti Basis	Depreciatio	Accumulated Depreciation	179 Expense	Deduction	Accumulated Depreciation
17025	DELL DESKTOP (MIG)	03/31/2005	200DB	5.00	HY	N 17	865.		Exponso		865.	865.		0.	865.
17026	DELL LAPTOP (BOB)	03/31/2005	200DB	5.00	нү	17	2 , 180				2,180	2,180		0.	2,180
17027	DELL DESKTOP (JACKI)	10/31/2005	200DB	5.00	НҮ	17	662.				662.	662.		0.	662.
17028	DELL DESKTOP (HR)	11/18/2005	200DB	5.00	нү	17	673.				673.	673.		0.	673.
17029	DELL LAPTOP (DAVE)	10/31/2005	200DB	5.00	нү	17	1,147				1,147	1,147		0.	1,147
17030	SPINFIRE PRO SOFTWRE	04/15/2005	SL	3.00		16	3,294				3,294	3,294		0.	3,294
	ATTENDANCE ENTERPRIS	12/15/2005		3.00		16	7,125				7,125	7,125		0.	7,125
	DELL DESKTOP	02/28/2006					2,513				2,513	2,513		0.	2,513
	DELL TEC CENTER SERVER	10/31/2006				17	2,953				2,953	2,953		0.	2,953
17033	CERTER SERVER	10/31/2006	20000	5.00			2, 500				2,933	2,903		0.	2,903

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 204 of 253

17034	DELL DESKTOP PC	12/31/2006	200DB	5.00	HY	¹⁷ 658.				658.	658.		0.	658.
17035	DELL DESKTOP PC	12/31/2006	200DB	5.00	HY	17 668.				668.	668.		0.	668.
17036	DELL DESKTOP PC	12/31/2006	200DB	5.00	HY	17 658.				658.	658.		0.	658.
17037	DELL/HP COMPUTERS	05/31/2007	200DB	5.00	HY	3,152		3 , 152					0.	
17038	COMPUTER EQUIPMENT	09/30/2007	200DB	5.00	HY	. 684.		684.					0.	
17039	FILE SERVER	12/15/2000	200DB	5.00	HY	3,420				3,420	3,420		0.	3,420
17040	NEW SERVER	03/31/2001	200DB	5.00	НҮ	¹⁷ 6,329				6,329	6,329		0.	6 , 329
17041	VPN FOR COMPUTER WAN	04/30/2001	200DB	5.00	НҮ	¹⁷ 2,188				2,188	2,188		0.	2,188
	DELL COMPUTERS	10/31/2002			НҮ				388.	904.	904.		0.	904.
Asset	Description	Date	Method	Life	С	Li Unadjusted	Bus	Section	R on In	Basis For	Beginning	Current Sec	Current Year	Ending
No.		Acquired			onv	ne Cost Or	% Excl	179 Exponso	educti Basis	Depreciatio	Accumulated Depreciation	179 Expense	Deduction	Accumulated Depreciation
17043	TRUSTED LINK V6.2 SW	07/15/2003	200DB	3.00	HY	¹⁷ 5,511			2 , 756	2,755	2 , 755		0.	2 , 755
17044	DELL COMPUTER EQUIP	10/31/2004	200DB	5.00	HY	17 1,216			608.	608.	608.		0.	608.
17045	3 DOCKING STATIONS	01/31/2005	200DB	5.00	HY	592.				592.	592.		0.	592.
17046	DELL LAPTOP (PHIL)	07/31/2005	200DB	5.00	НҮ	726.				726.	726.		0.	726.
17047	TIME CLOCK	01/31/2006	200DB	5.00	НҮ	2,456				2,456	2,456		0.	2,456
17048	COMPUTER	10/15/2000	200DB	5.00	НҮ	17 1,714				1,714	1,714		0.	1,714
17049	PRINTER	12/15/2000	200DB	5.00	HY	493.				493.	493.		0.	493.
19543	COMPUTER EQUIPMENT	07/31/2008	200DB	5.00	НҮ	17 1,595			798.	797.	797.		0.	797.
	COMPUTER EQUIPMENT	09/30/2008			НҮ				892.	891.	891.		0.	891.
	DELL SERVER	06/30/2013			MQ				6,629	6,628	4,838		754.	5,592
	ACER COMPUTERS (5)	12/01/2013			MQ				1,579	1,579	1,039		216.	1,255
19587	(10) ACER/EATON	08/31/2014			НҮ			8,632	1,375	1,575	1,035		0.	1,200
	OFFICE/PLANT COMPUTERS													
	() OFFICE COMPUTERS	08/31/2014			HY	17 2,988		2,988					0.	
	LAPTOP - PB	08/31/2014			HY			2,072					0.	
	PROCESSOR BOARD	09/30/2014			HY			500.					0.	
19591	(10) ACER OFFICE COMPUTERS	09/30/2014	200DB	5.00	HY	7,200		7,200					0.	
19592	ULTRABOOK FOR SALES	09/30/2014			HY	17 1,458		1,458					0.	
	LENOVE THINKPAD - JD	10/31/2014			HY	17 885.	Due	885.			De sie sie s	Ourseat Car	0.	Fadias
Asset No.	Description	Date Acquired	Method	Life	C onv	Li Unadjusted ne Cost Or	Bus % Excl	Section 179	R °on In educti	Basis For Depreciatio	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
19594	HP LASER JET PRINTER -	10/31/2014	200DB	5.00	HY	17 1,292	LAG	1,292	Basis	**	Depreciation	Lipense	0.	Depreciation
	ACCTG * OTHER TOTAL MACHINERY &					159,325		28,863	40,166	90,296	87,966		970.	88,936
	EQUIPMENT TRANSPORTATION EQUIPMENT					,								
18502		01/30/2002	200DB	5.00	НҮ	2,435			731.	1,704	1,704		0.	1 , 704
	FORD F350	06/26/2002							21,257	21,257	21,257		0.	21,257
	2011 FORD F350	07/01/2010						51,329		21,237	21,237		0.	21,237
1955/	* OTHER TOTAL	0770172010	20008	3.00	111					22.001	20.001			00.061
	TRANSPORTATION EOUIP * GRAND TOTAL OTHER DEPR					96,278		51,329			22,961		0.	22,961
	& AMORT					599,728		86,155	108,289	405,284	281,850		30,917	312,767
•	I Contraction of the second				. 1	1	•			•	•		•	. 1

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 205 of 253

Asset No.	Description	Date Acquired	Method	Life	C onv		Unadjusted Cost Or	Bus % Excl	Section 179	R [°] on In educti Basis	Basis For Depreciatio	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
19610	REMOVED STEEL & CONCRETE	10/01/2015	SL	39.00	MM	17	3,200		Lyponco		3,200	17.		82.	99.
19611	SLEEVES FIRE EXTINGUISHERS	10/01/2015	200DB	5.00	MQ	17	5,830			2,915	2,915	146.		1,108	1,254
19612	(2) BOWL SINK PLANT	10/01/2015	200DB	5.00	MQ	17	891.			446.	445.	22.		169.	191.
19613	BREAKROOM CAMBRIA QUARTZ COUNTER	10/01/2015	200DB	5.00	MQ	17	4,916			2,458	2,458	123.		934.	1,057
19614	TOP OFFICE BREAKROOM MUNSTER SWITCHGEAR	10/01/2015		7.00	MQ	17	27,476			13,738	13,738	491.		3,785	4,276
19615	ADDED VINYL -	10/01/2015	200DB	5.00	MQ	17	3,024			1,512	1,512	76.		574.	650.
19616	FURNISHED & INSTALL STEEL	10/01/2015		15.00	MQ	17	55,500			27,750	27,750	231.		1,850	2,081
	CANOPY BUILDING PERMITS	10/01/2015			MQ	17	5,205			2,603	2,602	130.		989.	1,119
	FIRE SPRINKLER	10/01/2015		15.00	MQ	17	1,300			650.	650.	5.		43.	48.
	BUILDING PERMITS	10/01/2015			MQ	17	3,117			1,559	1,558	78.		592.	670.
						1/									
	MEZ DEMO	10/01/2015		15.00	MQ	17	31,150			15,575	15,575	130.		1,038	1,168
	UPGRADE CARPET CAMBRIA QUARTZ COUNTER	10/01/2015		5.00	MQ	17	7,328			3,664	3,664	183.		1,392	1,575
19022	TOP OFFICE BATHROOMS	10/01/2015			MQ	17	12,985			6,493	6,492	325.		2,467	2,792
19025	ARCHITECTURAL PLANS FOR NEW MUNSTER LOCATION	10/01/2015	SL	15.00	MQ	17	6,690			3,345	3,345	28.		223.	251.
19024	FABRICATE & INSTALL OUTSIDE WALL SIGN	10/01/2015	200DB	5.00	MQ	17	12,624			6,312	6,312	316.		2,398	2,714
	BUILDING PERMITS	10/01/2015	200DB	5.00	MQ	17	5,005			2,503	2,502	125.		951.	1,076
19626	ENGINEERING OF STRUCTUAL COMPONENTS FOR	10/01/2015	SL	15.00	MQ	17	3,000			1,500	1,500	13.		100.	113.
	BUILDING PERMITS	10/01/2015		5.00	MQ	17	16,122			8,061	8,061	403.	0 10	3,063	3,466
Asset No.	Description	Date Acquired	Method	Life	C onv		Unadjusted Cost Or Posic	Bus % Excl	Section 179 Exponse	R [°] on In educti Basis	Basis For Depreciatio	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
19628	TILE FOR OFFICE BATHROOMS	10/01/2015	SL	15.00	MQ	17	10,966			5,483	5,483	46.		366.	412.
19629	SCREW/BARREL	10/01/2015	200DB	7.00	MQ	17	5,737			2,869	2,868	102.		790.	892.
19630	PIPE HANGERS EXTRAS	10/01/2015	200DB	7.00	MQ	17	29,383			14,692	14,691	525.		4,047	4,572
19631	DISPENSE & PACK AUTOMATION	10/01/2015	200DB	7.00	MQ	17	130,000			65,000	65,000	2,321		17,908	20,229
19632	FAN PULLEY ROBOT	10/01/2015	200DB	7.00	MQ	17	169,200			84,600	84,600	3,021		23,308	26,329
19633	FAN PULLEY ROBOT	10/01/2015	200DB	7.00	MQ	17	3,855			1,928	1,927	69.		531.	600.
19634	MATERIAL HANDLING	10/01/2015	200DB	7.00	MQ	17	23,757			11,879	11,878	424.		3,273	3,697
19635	EQUIPMENT HOLD CAGE	10/01/2015	200DB	7.00	MQ	17	4,815			2,408	2,407	86.		663.	749.
19636	MTC CAGE	10/01/2015	200DB	7.00	MQ	17	7,393			3,697	3,696	132.		1,018	1,150
	PLT MANAGER OFFICE	10/01/2015		15.00	MQ	17	7,872			3,936	3,936	33.		262.	295.
	TOOL ROOM	10/01/2015		15.00	MQ	17	32,764			16,382	16,382	137.		1,092	1,229
	TOOL ROOM SINK	10/01/2015			MQ	17	612.			306.	306.	137.		84.	95.
					-										
19640		10/01/2015			MQ	17	13,820			6,910	6,910	247.		1,904	2,151
	MD 385T	10/01/2015			MQ		43,313			21,657	21,656	773.		5,967	6,740
	SCREW/BARREL	10/01/2015			MQ	17	4,283			2,142	2,141	77.		590.	667.
	PART DIVERTERS	10/01/2015			MQ	17	5,499			2,750	2,749	98.		757.	855.
	FREIGHT	10/01/2015			MQ	17	3,000			1,500	1,500	54.		413.	467.
	SCREW/BARREL	10/01/2015			MQ c		6,900 Unadiveted	Ruc	Sec. :	3,450	3,450 Basis Fer	123. Beginning	Current Sec	951.	1,074
Asset No.	Description	Date Acquired	Method	Life	onv		Unadjusted Cost Or Posic	Bus % Excl	Section 179 Exponse	R [°] on In educti Basis	Basis For Depreciatio	Beginning Accumulated Depreciation	179 Expense	Current Year Deduction	Ending Accumulated Depreciation
19646	INSTALLATION	10/01/2015	200DB	7.00	MQ	17	6,428			3,214	3,214	115.		885.	1,000
19647	VALVES, CLAMPS, ALUM. PIPES	10/01/2015	200DB	7.00	MQ	17	2,999			1,500	1,499	54.		413.	467.
19648	PORTABLE SCREENLESS GRINDER	10/01/2015	200DB	7.00	MQ	17	26,850			13,425	13,425	480.		3,699	4,179
1010	4,000 AMP & POWERE DISTR FOR WHSE	10/01/2015	SL	15.00	MQ	17	20,000			10,000	10,000	83.		667.	750.
	BRANCH CIRCUITS	10/01/2015	200DB	7.00	MQ	17	14,796			7,398	7,398	264.		2,038	2,302
19651	CHILLERS & COOLERS	10/01/2015	200DB	7.00	MQ	17	13,170			6,585	6,585	235.		1,814	2,049

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 206 of 253

19652	ELECTRICAL INSTALL	10/01/2015	SI.	15.00	MQ	17	1,450			725.	725.	6.		48.	54.
	ELECTRICAL INSTALL	10/01/2015		15.00	MQ	17	1,504		_	752.	752.	6.		50.	56.
	ELECTRICAL INSTALL	10/01/2015			-									258.	290.
				15.00	MQ	17	7,751			3,876	3,875	32.			
	ELECTRICAL INSTALL	10/01/2015		15.00	MQ	17	11,355			5,678	5,677	47.		378.	425.
19656	ELECTRICAL INSTALL	10/01/2015		15.00	MQ	17	5,260			2,630	2,630	22.		175.	197.
19657	EXIT SIGNS IN PLANT	10/01/2015			MQ	17	12,184			6,092	6,092	305.		2,315	2,620
19658	FIELD MACHINIERY	10/01/2015	200DB	7.00	MQ	17	24,910			12,455	12,455	445.		3,431	3,876
19659	FIRE ALARM POWER	10/01/2015	SL	15.00	MQ	17	1,933			967.	966.	8.		64.	72.
19660	HOOK UP 110V - ALL MACHINES	10/01/2015	200DB	7.00	MQ	17	7,633			3,817	3,816	136.		1,051	1,187
19661	INSTALL LIGHT FIXTURES	10/01/2015	SL	15.00	MQ	17	53 , 350			26,675	26,675	222.		1,778	2,000
19662	INSTALL MDF-IDF CAT 6	10/01/2015	200DB	7.00	MQ	17	1,902			951.	951.	34.		262.	296.
19663	INSTALL TRANSFORMER &	10/01/2015	SL	15.00	MQ	17	1,018			509.	509.	4.		34.	38.
Asset No.	Description	Date Acquired	Method	Life	0 D V		Jnadjusted Cost Or	Bus %	Section 179	R [°] on In educti	Basis For Depreciatio	Beginning Accumulated	Current Sec 179	Current Year Deduction	Ending Accumulated
	INSTALL TRASH COMPACTOR		CT.			N D	Posic	Excl	Exponso	Basis	n .	Depreciation	Expense		Depreciation
19664	FEEDS	10/01/2015		15.00		17	4,589			2,295	2,294	19.		153.	172.
	MACHINES/DEVICE	10/01/2015			MQ	17	35,186			17,593	17,593	628.		4,847	5,475
19666	OUTSIDE LIGHTS	10/01/2015	SL	15.00	MQ	17	6,812			3,406	3,406	28.		227.	255.
19667	PERIPHERALS FOR MACHINES PIPE WORK FOR ADD'L	10/01/2015			MQ	17	1,517			759.	758.	27.		209.	236.
19668	MACHINES	10/01/2015	200DB	7.00	MQ	17	4,367			2,184	2,183	78.		601.	679.
19669	POWER FEEDS - ROBOT CONTROLLERS	10/01/2015	200DB	7.00	MQ	17	1,221			611.	610.	22.		168.	190.
19670	REWORK PIPE RACK	10/01/2015	200DB	7.00	MQ	17	1,765			883.	882.	32.		243.	275.
19671	ROOF TOP UNITS	10/01/2015	200DB	7.00	MQ	17	9,311			4,656	4,655	166.		1,283	1,449
19672	TRANSFORMERS	10/01/2015	SL	15.00	MQ	17	31,668			15,834	15,834	132.		1,056	1,188
19673	WIRING FOR OFFICE, LAB & DOCK	10/01/2015	SL	15.00	MQ	17	45,940			22,970	22,970	191.		1,531	1,722
19674	WIRING FOR PLANT RESTROOM BREAK & TOOL	10/01/2015	SL	15.00	MQ	17	69,952			34,976	34,976	292.		2,332	2,624
19675	DRYERS PLUS FRT	10/01/2015	200DB	7.00	MQ	17	16,220			8,110	8,110	290.		2,234	2,524
19676	BREAKERS,FUSES	10/01/2015	SL	15.00	MQ	17	53,397			26,699	26,698	223.		1,780	2,003
19677	230 T PLUS FRT	10/01/2015	200DB	7.00	MQ	17	19,150			9,575	9,575	342.		2,638	2,980
19678	300T PLUS FRT	10/01/2015	200DB	7.00	MQ	17	26,850			13,425	13,425	480.		3,699	4,179
19679	2 VD MOLDING 80 TON MACHINES PLUS FRT	10/01/2015	200DB	7.00	MQ	17	37,700			18,850	18,850	673.		5,193	5,866
19680	SCREW/BARREL	10/01/2015	200DB	7.00	MQ	17	3,485			1,743	1,742	62.		480.	542.
19681	DEMAG 60MM FEED SCREW/	10/01/2015	200DB	7.00	MQ	17	4,099			2,050	2,049	73.		565.	638.
Asset	Description	Date	Method	Life	C onv		Jnadjusted	Bus %	Section	R [°] on In educti	Basis For	Beginning Accumulated	Current Sec 179	Current Year	Ending Accumulated
No.		Acquired				N D	Cost Or	Excl	179 Exponso	Basis	Depreciatio n	Depreciation	Expense	Deduction	Depreciation
	BRACKETING & STEEL WORK	10/01/2015		7.00	MQ	17	2,982			1,491	1,491	53.		411.	464.
19683	PIPING MODIFICATION	10/01/2015		15.00	MQ	17	14,644			7,322	7,322	61.		488.	549.
19684	ROOF DRAINS	10/01/2015	SL	15.00	MQ	17	7,759			3,880	3,879	32.		259.	291.
19685	STEEL WORK, WELDING	10/01/2015	200DB	7.00	MQ	17	12,381			6,191	6,190	221.		1,705	1,926
19686	TEES FOR COOLING	10/01/2015	200DB	7.00	MQ	17	6,075			3,038	3,037	109.		837.	946.
19687	VICKERS RH PISTON PUMP & VANE PUMP	10/01/2015	200DB	7.00	MQ	17	2,347			1,174	1,173	42.		323.	365.
19688	3, 5, 10 TON CRANES	10/01/2015	200DB	7.00	MQ	17	8,850			4,425	4,425	158.		1,219	1,377
19689	WITTMAN GRANULATORS	10/01/2015	200DB	7.00	MQ	17	37,708			18,854	18,854	673.		5,195	5,868
19690	STEEL BENCH - PLANT	10/01/2015	200DB	7.00	MQ	17	548.			274.	274.	10.		75.	85.
19691	BENCH GRINDER W/PEDESTAL	10/01/2015	200DB	7.00	MQ	17	304.			152.	152.	5.		42.	47.
19692	STORAGE CABINET PLANT	10/01/2015	200DB	7.00	MQ	17	409.			205.	204.	7.		56.	63.
19693	BREAKROOM (2) 46" ROUND PICNIC	10/01/2015	200DB	7.00	MQ	17	1,773			887.	886.	32.		244.	276.
19694	TABLES SS WIRE SHELVING PLANT	10/01/2015			MQ		1,874			937.	937.	34.		258.	292.
19695	BREAKROOM (4) PLANT BREAKROOM TABLES	10/01/2015			MQ	17	2,165			1,083	1,082	39.		298.	337.
	(6)						2,200			2,000	1,002			200.	

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 207 of 253

19696	PLASTIC CHAIRS PLANT	10/01/2015	200DB	7 00	MQ	17	2,249			1,125	1,124	40.		310.	350.
19090	BREAKROOM (36) LOCKERS				-										
	MODULAR WALL SYSTEM	10/01/2015		15.00	-		6,427			3,214	3,213	115. 1,490		885.	1,000
	OFFICE FURNITURE	10/01/2015			-		357,532			178,766	178,766			25,009	13,408
Asset	Description	Date	Method		c		181,550 Unadjusted	Bus	Section	90,775 R °on In	90,775 Basis For	3,242 Beginning	Current Sec	Current Year	28,251 Ending
No.		Acquired			onv	ne N	Cost Or Pagie	% Excl	179 Expanse	educti Basis	Depreciatio	Accumulated Depreciation	179 Expense	Deduction	Accumulated Depreciation
19700	(5) MACHINE TABLES	10/01/2015	200DB	7.00	MQ	17	852.			426.	426.	15.		117.	132.
19701	WOVIN WALL	10/01/2015	SL	15.00	MQ	17	5,056			2,528	2,528	21.		169.	190.
19702	REFRIGERATOR OFFICE BREAKROOM SECURITY SYSTEM/CARD	10/01/2015	200DB	7.00	MQ	17	1,361			681.	680.	24.		187.	211.
19724	ACCESS	06/30/2016	SL	15.00	HY	9	18,169		18,169				18,169	18,169	
19725	POWER CONNECT/CAT DROP	06/30/2016	SL	15.00	HY	1 9	11,860		11,860				11,860	11,860	
19726	MATERIAL HANDLING	06/30/2016	200DB	7.00	HY	1 9	32,668		32,668				32,668	32,668	
19727	VANDORN SCREW 40MM	09/30/2016	200DB	7.00	HY	1 9	6,816		6,816				6,816	6,816	
19728	VANDORN SCREW 45MM	09/30/2016	200DB	7.00	HY	1 9	8,964		8,964				8,964	8,964	
19729	INJECTION SCREW	06/30/2016	200DB	7.00	HY	1 9	13,670		13,670				13,670	13,670	
19730	FAN PULLEY ROBOT	06/30/2016	200DB	7.00	HY	1 9	52,000		52,000				52,000	52,000	
19731	FAN PULLEY ROBOT	06/30/2016	200DB	7.00	HY	1 9	20,000		20,000				20,000	20,000	
19732	VANDORN 35MM BARREL	10/31/2016	200DB	7.00	HY	1 9	3,929		3,929				3,929	3,929	
19733	VANDORN VALVE	06/30/2016	200DB	7.00	HY	1 9	6,362		6,362				6,362	6,362	
19734	DRYER	06/30/2016	200DB	5.00	HY	1 9	5,500		5,500				5,500	5,500	
19735	GRINDERS	06/30/2016	200DB	7.00	HY	1 9	6,793		6,793				6,793	6,793	
19736	ROBOT	11/30/2016	200DB	7.00	HY	1 9	110,912		110,912				110,912	110,912	
19737	BM LAPTOP	09/30/2016	200DB	5.00	HY	1 9	3,788		3,788				3,788	3,788	
19738	CONDO FURNITURE	11/30/2016	200DB	10.00	HY	1	3,694		3,694				3,694	3,694	
						9									
Asset No.	Description	Date Acquired	Method	Life			Unadjusted Cost Or	Bus %	Section 179	R °on In educti	Basis For Depreciatio	Beginning Accumulated	179	Current Year Deduction	Ending Accumulated
Asset	Description OFFICE FURNITURE				C onv	ne N	Unadjusted		Section						-
Asset No.		Acquired			C onv	ne N	Unadjusted Cost Or Posic	%	Section 179 Exponse	educti		Accumulated	179 Expense	Deduction	Accumulated
Asset No.	OFFICE FURNITURE (DESKS/CHAIRS/CABINETS)	Acquired			C onv	ne N	Unadjusted Cost Or Posic 42,873	%	Section 179 42,873	educti Basis	Depreciatio	Accumulated Depreciation	179 Expense 42,873	Deduction 42,873	Accumulated Depreciation
Asset No. 19739	OFFICE FURNITURE (DESKS/CHAIRS/CABINETS) * COGS TOTAL OTHER	Acquired	200DB		C onv	ne N 1 9	Unadjusted Cost Or Posic 42,873	%	Section 179 42,873	educti Basis	Depreciatio	Accumulated Depreciation	179 Expense 42,873	Deduction 42,873	Accumulated Depreciation
Asset No. 19739 19101	OFFICE FURNITURE (DESKS/CHAIRS/CABINETS) * COGS TOTAL OTHER BUILDINGS	Acquired	200DB	10.00	c onv HY	ne <u>NI</u> 9	Unadjusted Cost Or Pasie 42,873 2,299,098	%	Section 179 42,873	educti Basis	Depreciatio	Accumulated Depreciation	179 Expense 42,873	Deduction 42,873 532,284	Accumulated Depreciation
Asset No. 19739 19101 19102	OFFICE FURNITURE (DESKS/CHAIRS/CABINETS) * COGS TOTAL OTHER BUILDINGS BUILDING	Acquired 06/30/2016 05/31/1986	200DB PRE SL	10.00 19.00 5.00	C onv HY HY	ne NI 1 9	Unadjusted Cost Or 42, 873 2,299,098 343,808	%	Section 179 42,873	educti Basis	Depreciatio 977,131 343,808 35,826	Accumulated Depreciation 23,800 343,808	179 Expense 42,873	Deduction 42,873 532,284 0.	Accumulated Depreciation 208,086 343,808 35,826
Asset No. 19739 19101 19102 19144	OFFICE FURNITURE (DESKS/CHAIRS/CABINETS) * COGS TOTAL OTHER BUILDINGS BUILDING SPRINKLER	Acquired 06/30/2016 05/31/1986 05/31/1986	200DB PRE SL	10.00 19.00 5.00	C onv HY HY	ne NI 9 16	Unadjusted Cost Or 42,873 2,299,098 343,808 35,826	%	Section 179 42,873	educti Basis	Depreciatio 977,131 343,808 35,826	Accumulated Depreciation 23,800 343,808 35,826	179 Expense 42,873	Deduction 42,873 532,284 0. 0.	Accumulated Depreciation 208,086 343,808 35,826
Asset No. 19739 19101 19102 19144 19145	OFFICE FURNITURE (DESKS/CHAIRS/CABINETS) * COGS TOTAL OTHER BUILDINGS BUILDING SPRINKLER PURCHASE TEC CENTER	Acquired 06/30/2016 05/31/1986 05/31/1986	200DB PRE SL SL SL	10.00 19.00 5.00	C onv HY HY HY MM	ne NI 9 16 16 16 17	Unadjusted Cost Or 42, 873 2,299,098 343,808 35,826 378,546 175,	%	Section 179 42,873	educti Basis	Depreciatio 977,131 343,808 35,826 378,546	Accumulated Depreciation 23,800 343,808 35,826 145,995	179 Expense 42,873	Deduction 42,873 532,284 0. 0. 9,706	Accumulated Depreciation 208,086 343,808 35,826 155,701
Asset No. 19739 19101 19102 19144 19145 19149	OFFICE FURNITURE (DESKS/CHAIRS/CABINETS) * COGS TOTAL OTHER BUILDINGS BUILDING SPRINKLER PURCHASE TEC CENTER PURCHASE TEC CENTER	Acquired 06/30/2016 05/31/1986 05/31/1986 12/15/2000 12/15/2000	200DB PRE SL SL SL SL	10.00 19.00 5.00 39.00 39.00	C onv HY HY HY MM	ne NI 9 16 16 16 17 17	Unadjusted Cost Or 42, 873 2,299,098 343,808 35,826 378,546 175,	%	Section 179 42,873	educti Basis	Depreciatio 977,131 343,808 35,826 378,546 175.	Accumulated Depreciation 23,800 343,808 35,826 145,995 60.	179 Expense 42,873	Deduction 42,873 532,284 0. 0. 9,706 4.	Accumulated Depreciation 208,086 343,808 35,826 155,701 64.
Asset No. 19739 19101 19102 19144 19145 19149 19546	OFFICE FURNITURE (DESKS/CHAIRS/CABINETS) * COGS TOTAL OTHER BUILDINGS BUILDING SPRINKLER PURCHASE TEC CENTER PURCHASE TEC CENTER ENGINEERING OFFICES	Acquired 06/30/2016 05/31/1986 05/31/1986 12/15/2000 12/15/2000 03/31/2003	200DB PRE SL SL SL SL SL SL 150DB	10.00 19.00 5.00 39.00 39.00	C onv HY HY MM MM MM	ne NI 9 16 16 16 17 17 17 17	Unadjusted Cost Or A2, 873 2,299,098 343,808 35,826 378,546 175, 7,675	%	Section 179 42,873	educti Basis 973,969	Depreciatio	Accumulated Depreciation 23,800 343,808 35,826 145,995 60. 2,520	179 Expense 42,873	Deduction 42,873 532,284 0. 0. 9,706 4. 197.	Accumulated Depreciation 343,808 35,826 155,701 64. 2,717
Asset No. 19739 19101 19102 19144 19145 19149 19546	OFFICE FURNITURE (DESKS/CHAIRS/CABINETS) * COGS TOTAL OTHER BUILDINGS BUILDING SPRINKLER PURCHASE TEC CENTER PURCHASE TEC CENTER ENGINEERING OFFICES PLANT PARKING LOT	Acquired 06/30/2016 05/31/1986 05/31/1986 12/15/2000 12/15/2000 12/15/2000	200DB PRE SL SL SL SL SL SL 150DB	10.00 19.00 5.00 39.00 39.00 15.00	C onv HY HY MM MM MM	ne NI 9 16 16 16 17 17 17 17	Unadjusted Cost Or 2,299,098 343,808 35,826 378,546 175, 7,675 20,575	%	Section 179 42,873	educti Basis 973,969	Depreciatio 977, 131 343, 808 35, 826 378, 546 175. 7, 675 10, 287	Accumulated Depreciation 23,800 343,808 35,826 145,995 60. 2,520 5,731	179 Expense 42,873	Deduction 42,873 532,284 0. 0. 9,706 4. 197. 607.	Accumulated Depreciation 208,086 343,808 35,826 155,701 64. 2,717 6,338
Asset No. 19739 19101 19102 19144 19145 19149 19546	OFFICE FURNITURE (DESKS/CHAIRS/CABINETS) * COGS TOTAL OTHER BUILDINGS BUILDING SPRINKLER PURCHASE TEC CENTER PURCHASE TEC CENTER ENGINEERING OFFICES PLANT PARKING LOT OVERHEAD DOOR FOR PLANT	Acquired 06/30/2016 05/31/1986 05/31/1986 12/15/2000 12/15/2000 12/15/2000	200DB PRE SL SL SL SL SL SL 150DB	10.00 19.00 5.00 39.00 39.00 15.00	C onv HY HY MM MM MM	ne NI 9 16 16 16 17 17 17 17	Unadjusted Cost Or Paris 2,299,098 343,808 35,826 378,546 175, 7,675 20,575 3,595	%	Section 179 42,873	educti Basis 973,969 10,288	Depreciatio 977, 131 343, 808 35, 826 378, 546 175. 7, 675 10, 287 3, 595	Accumulated Depreciation 343,800 35,826 145,995 60. 2,520 5,731 648.	179 Expense 42,873	Deduction 42,873 532,284 0. 0. 9,706 4. 197. 607. 92.	Accumulated Depreciation 343,808 35,826 155,701 64. 2,717 6,338 740.
Asset No. 19739 19101 19102 19144 19145 19145 19149 19546 19547	OFFICE FURNITURE (DESKS/CHAIRS/CABINETS) * COGS TOTAL OTHER BUILDINGS BUILDING SPRINKLER PURCHASE TEC CENTER PURCHASE TEC CENTER ENGINEERING OFFICES PLANT PARKING LOT OVERHEAD DOOR FOR PLANT	Acquired 06/30/2016 05/31/1986 05/31/1986 12/15/2000 12/15/2000 12/15/2000	200DB PRE SL SL SL SL SL SL SL SL	10.00 19.00 5.00 39.00 39.00 15.00 39.00	C onv HY HY MM MM MM HY MM	ne NI 1 9 16 16 17 17 17 17 17	Unadjusted Cost Or Paris 2,299,098 343,808 35,826 378,546 175, 7,675 20,575 3,595	%	Section 179 42,873	educti Basis 973,969 10,288	Depreciatio 977, 131 343, 808 35, 826 378, 546 175. 7, 675 10, 287 3, 595	Accumulated Depreciation 343,800 35,826 145,995 60. 2,520 5,731 648.	179 Expense 42,873	Deduction 42,873 532,284 0. 0. 9,706 4. 197. 607. 92.	Accumulated Depreciation 343,808 35,826 155,701 64. 2,717 6,338 740.
Asset No. 19739 19101 19102 19144 19145 19145 19149 19546 19547	OFFICE FURNITURE (DESKS/CHAIRS/CABINETS) * COGS TOTAL OTHER BUILDINGS BUILDING BUILDING BUILDING BUILDING BUILDING CORREA PLINCHASE TEC CENTER PLINCHASE TEC CENTER PURCHASE TEC CENTER PURCHASE TEC CENTER PURCHASE TEC CENTER CORREAD DOOR FOR PLANT * COGS TOTAL BUILDINGS FURNITURE & FIXTURES CONCRETE AND CARPETING * COGS TOTAL FURNITURE &	Acquired 06/30/2016 05/31/1986 05/31/1986 12/15/2000 12/15/2000 12/15/2008 12/31/2008	200DB PRE SL SL SL SL SL SL SL SL	10.00 19.00 5.00 39.00 39.00 15.00 39.00	C onv HY HY MM MM MM HY MM	ne NI 1 9 16 16 17 17 17 17 17	Unadjusted Cost Or A2, 873 2, 299, 098 343, 808 35, 826 378, 546 175, 7, 675 20, 575 3, 595 790, 200	%	Section 179 42,873 347,998	educti Basis 973,969 10,288	Depreciatio 977, 131 343, 808 35, 826 378, 546 175. 7, 675 10, 287 3, 595	Accumulated Depreciation 343,800 35,826 145,995 60. 2,520 5,731 648.	179 Expense 42,873	Deduction 42,873 532,284 0. 0. 9,706 4. 197. 607. 92. 10,606	Accumulated Depreciation 343,808 35,826 155,701 64. 2,717 6,338 740.
Asset No. 19739 19101 19102 19144 19145 19149 19546 19547	OFFICE FURNITURE (DESKS/CHAIRS/CABINETS) * COGS TOTAL OTHER BUILDINGS BUILDING SPRINKLER PURCHASE TEC CENTER PURCHASE TEC PURCHASE TEC	Acquired 06/30/2016 05/31/1986 05/31/1986 12/15/2000 12/15/2000 12/15/2008 12/31/2008	200DB PRE SL SL SL SL SL SL SL SL	10.00 19.00 5.00 39.00 39.00 15.00 39.00	C onv HY HY MM MM MM HY MM	ne NI 1 9 16 16 17 17 17 17 17	Unadjusted Cost Or A2, 873 2,299,098 343,808 35,826 378,546 175, 7,675 20,575 3,595 790,200 12,530	%	Section 179 Examp 42,873 347,998 12,530	educti Basis 973,969 10,288	Depreciatio 977,131 343,808 35,826 378,546 175. 7,675 10,287 3,595 779,912	Accumulated Depreciation 343,800 35,826 145,995 60. 2,520 5,731 648. 534,588	179 Expense 42,873	Deduction 42,873 532,284 0. 0. 9,706 4. 197. 607. 92. 10,606	Accumulated Depreciation
Asset No. 19739 19101 19102 19144 19145 19149 19546 19547	OFFICE FURNITURE (DESKS/CHAIRS/CABINETS) *COGS TOTAL OTHER BUILDINGS BUILDING SPRINKLER PURCHASE TEC CENTER PURCHASE TEC PURCHASE TEC PURCH	Acquired 06/30/2016 05/31/1986 05/31/1986 12/15/2000 12/15/2000 12/15/2008 12/31/2008	200DB PRE SL SL SL SL SL SL SL 150DB	10.00 19.00 5.00 39.00 15.00 15.00	C ONV HY HY MM MM HY MM	ne NI 1 9 16 16 17 17 17 17 17	Unadjusted Cost Or A2, 873 2,299,098 343,808 35,826 378,546 175, 7,675 20,575 3,595 790,200 12,530	%	Section 179 Examp 42,873 347,998 12,530	educti Basis 973,969 10,288	Depreciatio 977,131 343,808 35,826 378,546 175. 7,675 10,287 3,595 779,912	Accumulated Depreciation 343,800 35,826 145,995 60. 2,520 5,731 648. 534,588	179 Expense 42,873	Deduction 42,873 532,284 0. 0. 9,706 4. 197. 607. 92. 10,606	Accumulated Depreciation
Asset No. 19739 19101 19102 19144 19145 19149 19546 19547 19550 19550	OFFICE FURNITURE (DESKS/CHAIRS/CABINETS) * COGS TOTAL OTHER BUILDINGS BUILDING SPRINKLER PURCHASE TEC CENTER PURCHASE TEC PURCHASE TEC PURCHASE PURCHASE TEC PURCHASE TEC PURCHASE TEC PURCHASE PURCHASE TEC PURCHASE TEC	Acquired 06/30/2016 05/31/1986 05/31/1986 12/15/2000 12/15/2000 12/15/2000 12/31/2008 12/31/2008 01/31/2010	200DB PRE SL SL SL SL SL SL 150DB SL 200DB	10.00 19.00 5.00 39.00 39.00 15.00 15.00 3.00	HY HY HY MM MM HY MM	ne: NI 1 9 16 16 17 17 17 17 17 17 17 17	Unadjusted Cost Or Paris 42,873 2,299,098 343,808 35,826 378,546 175, 7,675 20,575 3,595 790,200 12,530 12,530	%	Section 179 Examp 42,873 347,998 12,530	educti Basis 973,969 10,288	Depreciatio 977, 131 343, 808 35, 826 378, 546 175. 7, 675 10, 287 3, 595 779, 912 0.	Accumulated Depreciation 343,800 35,826 145,995 60. 2,520 5,731 648. 534,588	179 Expense 42,873	Deduction 42,873 532,284 0. 0. 0. 9,706 4. 197. 607. 92. 10,606 0. 0.	Accumulated Depreciation
Asset No. 19739 19101 19102 19144 19145 19145 19546 19547 19550 19550 1550	OFFICE FURNITURE (DESKS/CHAIRS/CABINETS) *COGS TOTAL OTHER BUILDINGS BUILDINGS BUILDING PURCHASE TEC CENTER PURCHASE TEC PURCHASE PURCHASE TEC PURCHAS	Acquired 06/30/2016 05/31/1986 05/31/1986 12/15/2000 12/15/2000 12/15/2000 12/15/2000 03/31/2003 12/31/2008 01/31/2010 01/31/2010	200DB PRE SL SL SL SL SL SL 150DB SL 200DB	10.00 19.00 5.00 39.00 39.00 39.00 15.00 3.00 3.00	C ONV HY HY MM MM MM HY MM	net 1 9 16 16 17 17 17 17 17 17 17	Unadjusted Cost Or A2, 873 2,299,098 343,808 35,826 378,546 175, 7,675 20,575 3,595 790,200 12,530 12,530 5,000	%	Section 179 Examp 42,873 347,998 12,530	educti Basis 973,969 10,288	Depreciatio 977,131 343,808 35,826 378,546 175. 7,675 10,287 3,595 779,912 0.	Accumulated Depreciation 343,800 35,826 145,995 60. 2,520 5,731 648. 534,588	179 Expense 42,873	Deduction 42,873 532,284 0. 0. 9,706 4. 197. 607. 92. 10,606 0. 0.	Accumulated Depreciation 343,808 35,826 155,701 64. 2,717 6,338 740. 545,194 0.
Asset No. 19739 19101 19102 19144 19145 19145 19546 19546 19547 19550 19550 1550 1551 1552 Asset	OFFICE FURNITURE (DESKS/CHAIRS/CABINETS) *COGS TOTAL OTHER BUILDINGS BUILDING PURCHASE TEC CENTER PURCHASE TEC PURCHASE PURCHASE P	Acquired 06/30/2016 05/31/1986 12/15/2000 12/15/2000 12/15/2000 12/31/2008 12/31/2008 12/31/2008 01/31/2010 06/01/1990 06/30/1990 07/30/1990	200DB PRE SL SL SL SL SL SL 150DB SL 200DB	10.00 19.00 5.00 39.00 15.00 39.00 39.00 33.00 3.00 3.00	C ONV HY HY MM MM MM HY MM	ne NI 9 1 9 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Unadjusted Cost Or Pacie 42,873 2,299,098 343,808 35,826 378,546 175, 7,675 20,575 3,595 790,200 12,530 12,530 12,530 5,000 4,021 1,235 Unadjusted	%	Section 179 France 42,873 347,998 12,530 12,530 Section	educti Basis 973,969 10,288 10,288 10,288	Depreciatio 977,131 343,808 35,826 378,546 175. 7,675 10,287 3,595 779,912 0. 5,000 4,021 1,235 Basis For	Accumulated Depreciation 343,800 35,826 145,995 60. 2,520 5,731 648. 534,588 0. 0.	179 Expense 42,873 347,998	Deduction 42,873 532,284 0. 0. 9,706 4. 197. 607. 92. 10,606 0. 0. 0. 0. 0. 0. 0.	Accumulated Depreciation 343,808 35,826 155,701 64. 2,717 6,338 740. 545,194 0. 545,194
Asset No. 19739 19101 19102 19144 19145 19149 19546 19547 19547 19550 19550 1550 1550 1551 1552 Asset No.	OFFICE FURNITURE (DESKS/CHAIRS/CABINETS) *COGS TOTAL OTHER BUILDINGS BUILDING BUILDING PURCHASE TEC CENTER PURCHASE TEC PURCHASE PURCHASE TEC PURC	Acquired 06/30/2016 05/31/1986 05/31/1986 12/15/2000 12/15/2000 12/31/2008 12/31/2008 12/31/2008 12/31/2008 01/31/2010 06/01/1990 06/01/1990 06/30/1990 Date Acquired	200DB PRE SL SL SL SL SL SL SL 150DB SL 200DB 200DB 200DB 200DB	10.00 19.00 5.00 39.00 15.00 39.00 15.00 39.00 39.00 15.00 3.00 3.00 1.1fe	C ONV HY HY MM MM HY MM HY HY HY HY	Image: Network of the second	Unadjusted Cost Or Pacie 42,873 2,299,098 343,808 35,826 378,546 175, 7,675 20,575 3,595 790,200 12,530 12,530 12,530 5,000 4,021 1,235 Unadjusted Cost Or Pacie	% Excl	Section 179 42,873 347,998 12,530 12,530	educti Basis 973,969 10,288 10,288	Depreciatio	Accumulated Depreciation 23,800 343,808 35,826 145,995 60. 2,520 5,731 648. 534,588 0. 534,588 0. 5,000 4,021 1,235 Beginning Accumulated Depreciation	179 Expense 42, 873 347, 998	Deduction 42,873 532,284 0. 0. 9,706 4. 197. 607. 92. 10,606 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.	Accumulated Depreciation 343,808 35,826 155,701 64. 2,717 6,338 740. 545,194 0. 545,194 0. 545,194 0. 545,104 1,235 Endig Accumulated Depreciation
Asset No. 19739 19101 19102 19144 19145 19149 19546 19547 19550 19550 19550 1551 1552 Asset No.	OFFICE FURNITURE (DESKS/CHAIRS/CABINETS) *COGS TOTAL OTHER BUILDINGS BUILDING SPRINKLER PURCHASE TEC CENTER PURCHASE PURCHASE PURCHASE PURCHASE PURCHASE TEC CENTER PURCHASE PURCHASE PURCHASE PURCHASE PURCHASE PURCHASE PURCHASE PURCHASE PURCHASE PURCHAS	Acquired 06/30/2016 05/31/1986 05/31/1986 12/15/2000 12/15/2000 12/31/2003 12/31/2008 12/31/2008 03/31/2008 01/31/2010 06/01/1990 06/30/1990 06/30/1990 07/30/1990 08/31/1990	200DB PRE SL SL SL SL SL SL SL SL SL 20DB 200DB 200DB 200DB 200DB	10.00 19.00 39.00 39.00 39.00 39.00 39.00 39.00 30.00 3.00 Life 3.00	C ONV HY HY MM MM HY MM HY HY HY HY HY	Image: Network of the sector of the	Unadjusted Cost Or Pacie 42, 873 2,299,098 343, 808 35, 826 378, 546 175, 7, 675 20, 575 3, 595 790, 200 12, 530 12, 530 12, 530 12, 530 4, 021 1, 235 Unadjusted Cost Or Pacie 4, 114	% Excl	Section 179 France 42,873 347,998 12,530 12,530 Section	educti Basis 973,969 10,288 10,288 10,288	Depreciatio	Accumulated Depreciation 343,800 35,826 145,995 60. 2,520 5,731 648. 534,588 0. 534,588 0. 534,588 0. 5,000 4,021 1,235 Beginning Accumulated Depreciation 4,114	179 Expense 42, 873 347, 998 United Sectors Current Sectors 179	Deduction 42,873 532,284 0. 0. 9,706 4. 197. 607. 92. 10,606 0. 0. 0. 0. 0. 0. Current Year Deduction 0.	Accumulated Depreciation 343, 808 35, 826 155, 701 64. 2, 717 6, 338 740. 545, 194 0. 545, 194 0. 545, 194 0. 545, 194 0. 545, 194 0. 545, 194 0. 545, 194 0. 545, 194 0. 54, 000 0. 5, 000 0. 4, 021 1, 235
Asset No. 19739 19101 19102 19144 19145 19149 19546 19547 19550 19550 19550 1550 1550 1551 1552 Asset No.	OFFICE FURNITURE (DESKS/CHAIRS/CABINETS) *COGS TOTAL OTHER BUILDINGS BUILDING BUILDING PURCHASE TEC CENTER PURCHASE TEC PURCHASE PURCHASE TEC PURC	Acquired 06/30/2016 05/31/1986 05/31/1986 12/15/2000 12/15/2000 12/31/2008 12/31/2008 12/31/2008 12/31/2008 01/31/2010 06/01/1990 06/01/1990 06/30/1990 Date Acquired	200DB PRE SL SL SL SL SL SL SL SL 200DB 200DB 200DB 200DB 200DB 200DB	10.00 19.00 5.00 39.00 39.00 15.00 39.00 39.00 30.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00	C ONV HY HY MM MM HY MM HY HY HY HY HY	Image: Network of the sector of the	Unadjusted Cost Or Pacie 42,873 2,299,098 343,808 35,826 378,546 175, 7,675 20,575 3,595 790,200 12,530 12,530 12,530 5,000 4,021 1,235 Unadjusted Cost Or Pacie	% Excl	Section 179 France 42,873 347,998 12,530 12,530 Section	educti Basis 973,969 10,288 10,288 10,288	Depreciatio	Accumulated Depreciation 23,800 343,808 35,826 145,995 60. 2,520 5,731 648. 534,588 0. 534,588 0. 5,000 4,021 1,235 Beginning Accumulated Depreciation	179 Expense 42, 873 347, 998 United Sectors Current Sectors 179	Deduction 42,873 532,284 0. 0. 9,706 4. 197. 607. 92. 10,606 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.	Accumulated Depreciation 343,808 35,826 155,701 64. 2,717 6,338 740. 545,194 0. 545,194 0. 545,194 0. 545,104 1,235 Endig Accumulated Depreciation

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 208 of 253

					1										
156	MOLD 821	10/30/1990	200DB	3.00	HY	17	16,923				16,923	16,923		0.	16,923
157	MOLD 814	10/30/1990	200DB	3.00	HY	17	14,128				14,128	14,128		0.	14,128
158	MOLD 670	10/30/1990	200DB	3.00	HY	17	32,540				32,540	32,540		0.	32,540
159	MOLD	10/30/1990	200DB	3.00	HY	17	5,066				5,066	5,066		0.	5,066
160	MOLD 825	12/31/1990	200DB	3.00	HY	17	37,950				37,950	37,950		0.	37,950
161	MOLD CAE	12/31/1990	200DB	3.00	HY	17	2,340				2,340	2,340		0.	2,340
162	MOLD	01/31/1991	200DB	3.00	HY	17	3,677				3,677	3,677		0.	3,677
163	MOLD 823/824	01/31/1991	200DB	3.00	HY	17	6,348				6,348	6,348		0.	6,348
164	MOLD CAE	02/28/1991	200DB	3.00	HY	17	4,180				4,180	4,180		0.	4,180
165	MOLD	02/28/1991	200DB	3.00	HY	17	3,600				3,600	3,600		0.	3,600
166	MOLD	03/31/1991	200DB	3.00	HY	17	3,500				3,500	3,500		0.	3,500
167	MOLD VISTA	03/31/1991	200DB	3.00	HY	17	6,423				6,423	6,423		0.	6,423
168	MOLD	04/30/1991	200DB	3.00	HY	17	2,775				2,775	2,775		0.	2,775
169	MOLD	05/31/1991	200DB	3.00	HY	17	875.				875.	875.		0.	875.
170	MOLD VISTA	05/31/1991	200DB	3.00	HY	17	8,500				8,500	8,500		0.	8,500
Asset No.	Description	Date Acquired	Method	Life	C onv		Unadjusted Cost Or	Bus %	Section 179	R [°] on In educti	Basis For Depreciatio	Beginning Accumulated	Current Sec 179	Current Year Deduction	Ending Accumulated
		-	200000	2 00	IIV	N	Decie	Excl	Expondo	Basis	n	Depreciation	Expense		Depreciation
171	MOLD VISTA	05/31/1991			HY		11,280				11,280	11,280		0.	11,280
	MOLD	06/30/1991			HY		25,139				25,139	25,139		0.	25,139
	MOLD	07/31/1991			HY		3,447				3,447	3,447		0.	3,447
	MOLD	08/31/1991			HY		55,194				55,194	55,194		0.	55,194
	MOLD	09/30/1991			HY	17	59,107				59,107	59,107		0.	59,107
	MOLD	10/31/1991			HY	17	22,177				22,177	22,177		0.	22,177
177	MOLD	11/30/1991			HY		14,365				14,365	14,365		0.	14,365
	MOLD	12/31/1991			HY	17	5,833				5,833	5,833		0.	5,833
	MOLD	01/31/1992			HY	17	1,525				1,525	1,525		0.	1,525
	MOLD	02/29/1992			HY		27,378				27,378	27,378		0.	27,378
	MOLD	03/31/1992	200DB	3.00	HY	17	36,566				36,566	36,566		0.	36,566
	MOLD	04/30/1992			HY		51,556				51,556	51,556		0.	51,556
183	MOLD	05/31/1992			HY	17	35,391				35,391	35,391		0.	35,391
184	MOLD 198-204	07/31/1992			HY		1,775				1,775	1,775		0.	1,775
	MOLD 198-204	08/31/1992				17	17,550				17,550	17,550		0.	17,550
	MOLD 198-204	09/30/1992	200DB	3.00	HY	17	4,625				4,625	4,625		0.	4,625
187	MOLD 198-204	10/31/1992			HY	17	34,950				34,950	34,950		0.	34,950
188 Asset	MOLD 198-204	12/31/1992 Date	200DB Method				1,195 Unadjusted	Bus	Section	R [°] on In	1,195 Basis For	1,195 Beginning	Current Sec	0. Current Year	1,195 Ending
No.	Description	Acquired	Method	Life	onv		Cost Or	% Excl	179	educti Basis	Depreciatio	Accumulated Depreciation	170	Deduction	Accumulated Depreciation
189	MOLD 198-204	01/31/1993	200DB	3.00	HY	NI 17	1,875		Exponso	Daolo	1,875	1,875		0.	1,875
190	MOLD 198-204	02/28/1993	200DB	3.00	HY	17	28,580				28,580	28,580		0.	28,580
191	MOLD 198-204	04/30/1993	200DB	3.00	HY	17	1,200				1,200	1,200		0.	1,200
192	MOLD 822,828,197,203	05/31/1993	200DB	3.00	HY	17	75 , 200				75,200	75,200		0.	75,200
193	MOLD 690	03/28/1994	200DB	3.00	HY	17	1,535				1,535	1,535		0.	1,535
194	MOLD 731	06/30/1993	200DB	3.00	HY	17	1,500				1,500	1,500		0.	1,500
195	MOLD 777	08/02/1993	200DB	3.00	HY	17	175.				175.	175.		0.	175.
196	MOLD 777	10/11/1993	200DB	3.00	HY	17	386.				386.	386.		0.	386.
197	MOLD 777	08/25/1993	200DB	3.00	HY	17	5,125				5,125	5,125		0.	5,125
198	MOLD 777	08/25/1993	200DB	3.00	HY	17	3,375				3,375	3,375		0.	3,375
199	MOLD 777	09/30/1993				17	750.				750.	750.		0.	750.
I	l	I	I	I	I	1	I I		I	I	I	I	l	l	I I

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 209 of 253

200	MOLD 828	09/30/1993	200DB 3	3 0.0	HY	700.				700.	700.		0.	700.
	MOLD 835		200DB 3		НҮ					475.	475.		0.	475.
	MOLD 857	02/03/1994			НҮ	17 12,100				12,100	12,100		0.	12,100
	MOLD 858	02/03/1994	200DB 3			13,450				13,450	13,450		0.	13,450
	MOLD 859	02/03/1994			НҮ	13,100				13,100	13,100		0.	13,100
	MOLD 860		200DB 3		НҮ	¹⁷ 16,600				16,600	16,600		0.	16,600
	MOLD 861		200DB 3		НҮ	¹⁷ 4,400				4,400	4,400		0.	4,400
Asset	Description	Date		Life	с	Li Unadjusted	Bus	Section	R on In	Basis For	Beginning	Current Sec	Current Year	Ending
No.		Acquired			onv	ne Cost Or	% Excl	179 Exponso	educti Basis	Depreciatio	Accumulated Depreciation	179 Expense	Deduction	Accumulated Depreciation
207	MOLD 861	12/15/1993	200DB 3	3.00	HY	1,200				1,200	1,200		0.	1,200
208	MOLD 861	12/23/1993	200DB 3	3.00	HY	1,122				1,122	1,122		0.	1,122
209	MOLD 881	03/14/1994	200DB 3	3.00	HY	30,000				30,000	30,000		0.	30,000
210	MOLD 5X5	05/03/1994	200DB 3	3.00	HY	900.				900.	900.		0.	900.
211	T#13 TA426 INSERT	02/06/1995	200DB 3	3.00	HY	3,450				3,450	3,450		0.	3,450
212	T#30 NEW CENTER HUB	07/18/1994	200DB 3	3.00	HY	1,125				1,125	1,125		0.	1,125
213	T#174-1 NEW CORE PIN	02/13/1995	200DB 3	3.00	ΗY	1,035				1,035	1,035		0.	1,035
214	MOLD T#279	08/17/1994	200DB 3	3.00	HY	1,850				1,850	1,850		0.	1,850
215	MOLD T#298	08/15/1994	200DB 3	3.00	ΗY	640.				640.	640.		0.	640.
216	MOLD T#419	12/05/1994	200DB 3	3.00	HY	875.				875.	875.		0.	875.
217	MOLD T#426	10/10/1994	200DB 3	3.00	ΗY	2,700				2,700	2,700		0.	2,700
218	MOLD T#449	07/22/1994	200DB 3	3.00	HY	1,450				1,450	1,450		0.	1,450
219	MOLD T#556	05/30/1995	200DB 3	3.00	HY	3,900				3,900	3,900		0.	3,900
220	MOLD T#741	08/06/1994	200DB 3	3.00	HY	1,350				1,350	1,350		0.	1,350
221	MOLD T#753	06/06/1994	200DB 3	3.00	HY	5,792				5,792	5,792		0.	5,792
222	MOLD T#754	08/22/1994	200DB 3	3.00	HY	1,075				1,075	1,075		0.	1,075
223	MOLD T#754	01/24/1995	200DB 3	3.00	HY	550.				550.	550.		0.	550.
224	MOLD T#770	08/29/1994	200DB 3	3.00	HY	5,250				5,250	5,250		0.	5,250
Asset No.	Description	Date Acquired	Method	Life	C onv	Li Unadjusted ne Cost Or N. Posic	Bus % Excl	Section 179 Expanse	R [°] on In educti Basis	Basis For Depreciatio	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
225	MOLD T#410	11/28/1994	200DB 3	3.00	HY	525.				525.	525.		0.	525.
226	MOLD T#856	06/30/1994	200DB 3	3.00	HY	2,529				2,529	2,529		0.	2,529
227	MOLD T#878	01/13/1995	200DB 3	3.00	HY	25,100				25,100	25,100		0.	25,100
228	T#12X12	12/07/1994	200DB 3	3.00	HY	99,971				99,971	99 , 971		0.	99,971
229	T#5X5	06/06/1994	200DB 3	3.00	HY	855.				855.	855.		0.	855.
230	T#5X5	07/25/1994	200DB 3	3.00	HY	1,950				1,950	1,950		0.	1,950
231	T#8X8	06/06/1994	200DB 3	3.00	HY	1,225				1,225	1,225		0.	1,225
232	MOLD FREIGHT	07/29/1994	200DB 3	3.00	HY	220.				220.	220.		0.	220.
233	MOLD MD CITY2024B	07/29/1994	200DB 3	3.00	HY	1,850				1,850	1,850		0.	1,850
234	MOLD T8X8	03/09/1995	200DB 3	3.00	HY	7,950				7,950	7,950		0.	7,950
235	MOLD T#279	05/25/1995	200DB 3	3.00	HY	200.				200.	200.		0.	200.
236	MOLD T#279	05/25/1995	200DB 3	3.00	HY	520.				520.	520.		0.	520.
237	MOLD T#279	05/25/1995	200DB 3	3.00	HY	320.				320.	320.		0.	320.
238	MOLD T#8X8	05/31/1995	200DB 3	3.00	HY	1,050				1,050	1,050		0.	1,050
239	MOLD T#8X8	05/31/1995	200DB 3	3.00	ΗY	17 650.				650.	650.		0.	650.
240	MOLD CLAMP 10053	05/31/1995	200DB 3	3.00	HY	4,250				4,250	4,250		0.	4,250
241	MOLD	05/31/1995	200DB 3	3.00	HY	17 180.				180.	180.		0.	180.
242	MOLD CLAMP 10050	05/31/1995	200DB 3	3.00	HY	3,975				3,975	3,975		0.	3,975
Asset No.	Description	Date Acquired	Method	Life	C onv	Li Unadjusted ne Cost Or	Bus %	Section 179	R [°] on In educti	Basis For Depreciatio	Beginning Accumulated	Current Sec 179	Current Year Deduction	Ending Accumulated
110.		Acquired				N Pasia	Excl	1/9 Exponso	Basis	Depreciatio	Depreciation	Expense	Deduction	Depreciation

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 210 of 253

1		-		1		1			1	1	1				
243	MOLD TA148	06/01/1995	200DB	3.00	HY	17	14,375				14,375	14,375		0.	14,375
244	MOLD TA556	06/01/1995	200DB	3.00	HY	17	132,723				132,723	132,723		0.	132,723
245	TA 755-2	06/27/1995	200DB	3.00	HY	17	7,750				7,750	7,750		0.	7,750
246	MOLD T724	07/31/1995	200DB	3.00	HY	17	2,805				2,805	2,805		0.	2,805
247	MOLD TA744	07/31/1995	200DB	3.00	HY	17	400.				400.	400.		0.	400.
248	TA148	10/23/1995	200DB	3.00	HY	17	2,940				2,940	2,940		0.	2,940
249	TA856	09/27/1995	200DB	3.00	HY	17	4,808				4,808	4,808		0.	4,808
250	TA 909	04/30/1996	200DB	3.00	HY	17	10,161				10,161	10,161		0.	10,161
251	CLAMP MOLD DUDEK	05/23/1996	200DB	3.00	HY	17	1,450				1,450	1,450		0.	1,450
252	CLAMP MOLD DUDEK	05/23/1996	200DB	3.00	HY	17	5,100				5,100	5,100		0.	5,100
282	COOLING FIXTURES MLD	06/02/1996	200DB	3.00	HY	17	3,000				3,000	3,000		0.	3,000
285	COOLING MACHINE	01/30/1997	200DB	7.00	HY	17	3,670				3 , 670	3,670		0.	3 , 670
286	AM HOFFMAN/99270	02/04/1997	200DB	7.00	НҮ	17	12,768				12,768	12,768		0.	12,768
287	PLUG IN BUS		200DB	7.00	HY	17	10,291				10,291	10,291		0.	10,291
	H450/9346		200DB		НҮ		12,768				12,768	12,768		0.	12,768
	BLOWER R5P315-30	02/12/1997			НҮ		784.				784.	784.		0.	784.
290	LASER SENSOR		200DB		НҮ		5,872				5,872	5,872		0.	5,872
	FORCE GAGE		200DB		НҮ		1,878				1,878	1,878		0.	1,878
Asset	Description	Date	Method	Life	с	_	Unadjusted	Bus	Section	R on In	Basis For	Beginning	Current Sec	Current Year	Ending
No.	*	Acquired			onv	ne N	Cost Or Regis	% Excl	179 Exponso	educti Basis	Depreciatio	Accumulated Depreciation	179 Expense	Deduction	Accumulated Depreciation
292	TEST SPINLE	02/28/1997	200DB	7.00	HY	17	2,000				2,000	2,000		0.	2,000
293	H-10 BALANCE	03/13/1997	200DB	7.00	HY	17	23,598				23,598	23,598		0.	23,598
294	HOSE	03/13/1997	200DB	7.00	HY	17	23.				23.	23.		0.	23.
295	DRYING HOPPER	03/13/1997	200DB	7.00	HY	17	2,959				2,959	2,959		0.	2,959
296	FORCE GAGE	03/13/1997	200DB	7.00	HY	17	905.				905.	905.		0.	905.
297	S-3 CONTROLLER	03/13/1997	200DB	7.00	HY	17	1,920				1,920	1,920		0.	1,920
298	103W TRANSFORMER	03/24/1997	200DB	7.00	HY	17	2,827				2,827	2,827		0.	2,827
299	DIGITAL CAMERA	04/09/1997	200DB	7.00	HY	17	5,355				5,355	5,355		0.	5,355
300	DRILL PRESS	04/29/1997	200DB	7.00	HY	17	835.				835.	835.		0.	835.
301	DRX 100 DRYER	05/02/1997	200DB	7.00	HY	17	2,496				2,496	2,496		0.	2,496
302	3/4 HP CONTROLLER	05/13/1997	200DB	7.00	HY	17	1,820				1,820	1,820		0.	1,820
303	3/4 HP CONTROLLER	05/13/1997	200DB	7.00	HY	17	1,820				1,820	1,820		0.	1,820
304	MOBILE DVR CONVEYOR	05/28/1997	200DB	7.00	HY	17	11,950				11,950	11,950		0.	11,950
	20 KHZ HORN	06/24/1997			HY		2,270				2,270	2,270		0.	2,270
	HOPER 05591W		200DB		НҮ		7,580				7,580	7,580		0.	7,580
	LASER SENSOR		200DB		НҮ		2,547				2,547	2,547		0.	2 , 547
	FORCE GUAGE		200DB		НҮ		3,612				3,612	3,612		0.	3,612
309	EDM VANGGUARD		200DB		НҮ	17	158,300				158,300	158,300		0.	158,300
Asset	Description	Date	Method	Life	с	Li	Unadjusted	Bus	Section	R on In	Basis For	Beginning	Current Sec	Current Year	Ending
No.	-	Acquired			onv	ne N	Cost Or Pagio	% Excl	179 Exponso	educti Basis	Depreciatio	Accumulated Depreciation	179 Expense	Deduction	Accumulated Depreciation
310	MAXI HOLDER	03/19/1997	200DB	7.00	HY	17	9,246				9,246	9,246		0.	9,246
311	M375/5072	06/26/1997	200DB	7.00	HY	17	3,916				3,916	3,916		0.	3,916
312	ELECTRODE HOLDER	07/10/1997	200DB	7.00	HY	17	2,813				2,813	2,813		0.	2,813
313	LIFT TRUCK	09/18/1997	200DB	7.00	HY	17	2,903				2,903	2,903		0.	2,903
314	ENGINE LATHE	10/21/1997	200DB	7.00	HY	17	9,500				9,500	9,500		0.	9,500
315	MILL SAPHIRE	10/21/1997	200DB	7.00	HY	17	1,500				1,500	1,500		0.	1,500
316	JMTS-4VS	10/21/1997	200DB	7.00	HY	17	6,300				6,300	6,300		0.	6,300
	AXIL DRO	10/29/1997			HY		2,500				2,500	2,500		0.	2,500
317						100									

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 211 of 253

31.9	EMI POWER SUP	07/18/1997	200DB	7 00	HY	17	2,717				2,717	2,717		0.	2,717
	LIFT TRUCK	09/18/1997	200DB				2,903				2,903	2,903		0.	2,903
320	MOLD KENMORE	02/28/1997	200DB		НҮ		9,500				9,500	9,500		0.	9,500
		02/28/199/			НҮ		1,808				1,808	1,808		0.	1,808
						1/									
322	AL-1525 TRANSFER SYS	01/20/1998	200DB		HY		3,861				3,861	3,861		0.	3,861
			200DB				2,567				2,567	2,567		0.	2,567
324	TEST STAND	07/31/1998	200DB		HY	17	12,396				12,396	12,396		0.	12,396
	HUMIDITY TESTER	06/15/1998			HY	17	19,355				19,355	19,355		0.	19,355
326		08/31/1998	200DB		HY	17	3,144				3,144	3,144		0.	3,144
327 Asset	DIG TEST STAND Description	08/31/1998 Date	200DB Method	7.00 Life	HY c	17 I i	13,239 Unadjusted	Bus	Section	R [°] on In	13,239 Basis For	13,239 Beginning	Current Sec	0. Current Year	13,239 Ending
No.	Description	Acquired	memou	Life	o n v	ne	Cost Or Desis	% Excl	179 Evenena	educti Basis	Depreciatio	Accumulated Depreciation	179 Expense	Deduction	Accumulated Depreciation
328	JWL INST TEST	10/31/1998	200DB	7.00	HY	17	736.				736.	736.		0.	736.
329	EJECT STANDS	10/31/1998	200DB	7.00	HY	17	4 , 350				4,350	4,350		0.	4,350
330	MULTIPLEXER	10/31/1998	200DB	7.00	HY	17	2,368				2 , 368	2,368		0.	2 , 368
331	HIGH SPEED MOTOR	12/08/1998	200DB	7.00	HY	17	10 , 782				10 , 782	10 , 782		0.	10,782
332	ESM15 LIFT TRUCK	12/08/1998	200DB	7.00	HY	17	11,959				11 , 959	11,959		0.	11 , 959
333	MOLDS TA 860	10/31/1998	200DB	3.00	HY	17	43,200				43,200	43,200		0.	43,200
334	MOLDS TA 1327	10/31/1998	200DB	3.00	HY	17	47,000				47,000	47,000		0.	47,000
338	LAB EQUIPMENT	01/14/1999	200DB	7.00	HY	17	7 , 398				7 , 398	7,398		0.	7 , 398
339	CONVEYERS	04/30/1999	200DB	7.00	HY	17	6,610				6,610	6,610		0.	6,610
340	BALANCE TESTER	05/31/1999	200DB	7.00	HY	17	26,599				26,599	26,599		0.	26,599
341	STEEL TABLE	05/31/1999	200DB	7.00	HY	17	700.				700.	700.		0.	700.
342	STEEL TABLE	01/31/1999	200DB	7.00	HY	17	1,487				1,487	1,487		0.	1,487
373	GRANULATOR	06/30/2000	200DB	7.00	MQ	17	17,391				17,391	17,391		0.	17,391
374	NEW H10 BALANCE TEST	06/30/2000	200DB	7.00	MQ	17	27,528				27,528	27,528		0.	27,528
375	NEW SPINDLE FOR BALA	06/30/2000	200DB	7.00	MQ	17	3,025				3,025	3,025		0.	3,025
377	WIRE BALANCE TESTER	06/30/2000	200DB	7.00	MQ	17	1,956				1,956	1,956		0.	1,956
378	GRANULATOR	06/30/2000	200DB	7.00	MQ	17	48,625				48,625	48,625		0.	48,625
379	120 HT S/N 0120HT500	06/30/2000	200DB	7.00	MQ	17	87,145				87,145	87,145		0.	87,145
Asset No.	Description	Date Acquired	Method	Life	C onv	Li ne	Unadjusted Cost Or	Bus %	Section 179	R [°] on In educti	Basis For Depreciatio	Beginning Accumulated	Current Sec 179	Current Year Deduction	Ending Accumulated
	120 HT S/N 0120HT500		200DB	7 00	MQ	N	Pacie 1,683	Excl	Evponco	Basis	1,683	Depreciation	Expense	0.	Depreciation
	120 HT S/N 0120HT500	06/30/2000			-		1,832				1,832			0.	1,832
	120 HT S/N 0120HT500	06/30/2000													1,032
					-		1,238				1,238			0.	
	ONE SHOT LOADERS	06/30/2000					3,363				3,363			0.	3,363
		06/30/2000			-		3,363				3,363	3,363		0.	3,363
	CONVEYORS				MQ	17	393.				393.	393.		0.	393.
	TADLES FOR DTI TESTR	06/30/2000									0.001	0.001		0	0.001
	TABLES FOR BTI TESTR	07/31/2000	200DB	7.00	MQ		2,001				2,001	2,001		0.	2,001
389	NEW H10 BAL TESTER	07/31/2000	200DB 200DB	7.00 7.00	MQ MQ	17	2,001 27,528				27,528	27,528		0.	27,528
389 390	NEW H10 BAL TESTER MOLD TEMP CONTROLLER	07/31/2000 07/31/2000 07/31/2000	200DB 200DB 200DB	7.00 7.00 7.00	MQ MQ MQ	17	2,001 27,528 1,835				27,528	27,528 1,835		0.	27,528 1,835
389 390 391	NEW H10 BAL TESTER MOLD TEMP CONTROLLER MOLD TEMP CONTROLLER	07/31/2000 07/31/2000 07/31/2000 07/31/2000	200DB 200DB 200DB 200DB	7.00 7.00 7.00 7.00	MQ MQ MQ MQ	17 17 17	2,001 27,528 1,835 5,506				27,528 1,835 5,506	27,528 1,835 5,506		0. 0. 0.	27,528 1,835 5,506
389 390 391 <u>392</u>	NEW HIO BAL TESTER MOLD TEMP CONTROLLER MOLD TEMP CONTROLLER UPGRADE OF PLUMBING	07/31/2000 07/31/2000 07/31/2000 07/31/2000 08/31/2000	200DB 200DB 200DB 200DB 200DB	7.00 7.00 7.00 7.00 7.00	MQ MQ MQ MQ MQ	17 17 17 17	2,001 27,528 1,835 5,506 3,400				27,528 1,835 5,506 3,400	27,528 1,835 5,506 3,400		0. 0. 0.	27,528 1,835 5,506 3,400
389 390 391 <u>392</u> 393	NEW HIO BAL TESTER MOLD TEMP CONTROLLER MOLD TEMP CONTROLLER UPGRADE OF PLUMBING NEW HIO BALANCE TEST	07/31/2000 07/31/2000 07/31/2000 07/31/2000 08/31/2000 08/31/2000	200DB 200DB 200DB 200DB 200DB 200DB	7.00 7.00 7.00 7.00 7.00 7.00	MQ MQ MQ MQ MQ	17 17 17 17 17	2,001 27,528 1,835 5,506 3,400 27,528				27,528 1,835 5,506 3,400 27,528	27,528 1,835 5,506 3,400 27,528		0. 0. 0. 0.	27,528 1,835 5,506 3,400 27,528
389 390 391 392 393 393	NEW H10 BAL TESTER MOLD TEMP CONTROLLER MOLD TEMP CONTROLLER UPGRADE OF PLUMBING NEW H10 BALANCE TEST NEW SPINDLE FOR BAL	07/31/2000 07/31/2000 07/31/2000 07/31/2000 08/31/2000 08/31/2000	200DB 200DB 200DB 200DB 200DB 200DB 200DB	7.00 7.00 7.00 7.00 7.00 7.00	MQ MQ MQ MQ MQ MQ	17 17 17 17 17	2,001 27,528 1,835 5,506 3,400 27,528 3,059				27,528 1,835 5,506 3,400 27,528 3,059	27,528 1,835 5,506 3,400 27,528 3,059		0. 0. 0. 0. 0.	27,528 1,835 5,506 3,400 27,528 3,059
389 390 391 392 393 395 396	NEW HIO BAL TESTER MOLD TEMP CONTROLLER MOLD TEMP CONTROLLER UPGRADE OF PLUMBING NEW HIO BALANCE TEST NEW SPINDLE FOR BAL NEW SPINDLE FOR BAL	07/31/2000 07/31/2000 07/31/2000 07/31/2000 08/31/2000 08/31/2000 08/31/2000	200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	7.00 7.00 7.00 7.00 7.00 7.00 7.00 7.00	MQ MQ MQ MQ MQ MQ MQ	17 17 17 17 17 17	2,001 27,528 1,835 5,506 3,400 27,528 3,059 3,059				27,528 1,835 5,506 3,400 27,528 3,059 3,059	27,528 1,835 5,506 3,400 27,528 3,059 3,059		0. 0. 0. 0. 0. 0.	27,528 1,835 5,506 3,400 27,528 3,059 3,059
389 390 391 392 393 395 396 397	NEW H10 BAL TESTER MOLD TEMP CONTROLLER MOLD TEMP CONTROLLER UPGRADE OF PLUMBING NEW H10 BALANCE TEST NEW SPINDLE FOR BAL	07/31/2000 07/31/2000 07/31/2000 07/31/2000 08/31/2000 08/31/2000	200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	7.00 7.00 7.00 7.00 7.00 7.00 7.00 7.00	MQ MQ MQ MQ MQ MQ MQ MQ	17 17 17 17 17 17 17	2,001 27,528 1,835 5,506 3,400 27,528 3,059 3,059				27,528 1,835 5,506 3,400 27,528 3,059	27,528 1,835 5,506 3,400 27,528 3,059 3,059 3,059		0. 0. 0. 0. 0.	27,528 1,835 5,506 3,400 27,528 3,059

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 212 of 253

400	ONE SHOT LOADERS	08/31/2000	200DB	7.00	MQ 17	3,366		l		3,366	3,366		ο.	3,366
401	MOLD TEMP CONTROLLER	08/31/2000	200DB	7.00	MQ 17	1,835				1,835	1,835		0.	1,835
Asset No.	Description	Date Acquired	Method	Life	0.0.V	Unadjusted Cost Or	Bus % Excl	Section 179	R [°] on In educti Basis	Basis For Depreciatio	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
402	MOLD TEMP CONTROLLER	08/31/2000	200DB	7.00	MQ 17	3,098		Evhanda		3,098	3,098		0.	3,098
403	NEW FIXTURES FOR PRO	09/30/2000	200DB	7.00	MQ 17	1,000				1,000	1,000		0.	1,000
404	TESTING EQUIPMENT	09/30/2000	200DB	7.00	MQ 17	1,022				1,022	1,022		0.	1,022
406	TABLES FOR BTI TESTR	10/31/2000	200DB	7.00	MQ 17	1,244				1,244	1,244		0.	1,244
407	NEW COLLING CAROUSEL	10/31/2000	200DB	7.00	MQ 17	3,300				3,300	3,300		0.	3,300
409	2 - SPRUE PICKERS	10/31/2000	200DB	7.00	MQ 17	5,500				5,500	5,500		0.	5,500
410	NEW SCALE FOR PRODUC	10/31/2000	200DB	7.00	MQ 17	1,203				1,203	1,203		0.	1,203
411	CONVEYORS	10/31/2000	200DB	7.00	MQ 17	10,448				10,448	10,448		0.	10,448
412	BALANCE ARBOR	10/31/2000	200DB	7.00	MQ 17	600.				600.	600.		0.	600.
415	MICRO WELDER FOR TOO	11/30/2000	200DB	7.00	MQ 17	5,546				5,546	5,546		0.	5,546
416	120 HT S/N 012HT8-10	12/31/2000	200DB	7.00	MQ 17	85,303				85,303	85,303		0.	85,303
417	120 HT S/N 012HT8-11	12/31/2000	200DB	7.00	MQ 17	85,303				85,303	85,303		0.	85,303
418	170 HT S/N 0170HT122	12/31/2000	200DB	7.00	MQ 17	101,900				101,900	101,900		0.	101,900
419	FREIGHT ON ABOVE	12/31/2000	200DB	7.00	MQ 17	2,582				2,582	2,582		0.	2,582
420	NEW CONVEYORS	12/31/2000	200DB	7.00	MQ 17	1,224				1,224	1,224		0.	1,224
422	MATERIAL HANDLER	12/31/2000	200DB	7.00	MQ 17	1,480				1,480	1,480		0.	1,480
423	COOLING INSTALLATION	12/31/2000	200DB	7.00	MQ 17	4,500				4,500	4,500		0.	4,500
424	COOLING INSTALLATION	12/31/2000	200DB	7.00	MQ 17	1,950				1,950	1,950		0.	1,950
Asset No.	Description	Date Acquired	Method	Life	0.0.1	Unadjusted Cost Or	Bus % Excl	Section 179	R [°] on In educti Basis	Basis For Depreciatio	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
425	MILL AND GRINDER FOR	04/30/2000	200DB	7.00	MQ 17	6,400				6,400	6,400		0.	6,400
428	VARIOUS MACHINERY	01/31/2001	200DB	7.00	HY 17	10,954				10,954	10,954		0.	10,954
431	VARIOUS MACHINES	02/28/2001	200DB	7.00	HY 17	53,163				53,163	53,163		0.	53,163
434	RINGING MACHINE	03/31/2001	200DB	7.00	HY 17	21,235				21,235	21,235		0.	21,235
435	MOLDING MACHINE INST	03/31/2001	200DB	7.00	HY 17	16,409				16,409	16,409		0.	16,409
436	REBUILD MOLDING MACH	03/31/2001	200DB	7.00	HY 17	1,372				1,372	1,372		0.	1,372
437	MOLDING MACH #46	03/31/2001	200DB	7.00	HY 17	104,601				104,601	104,601		0.	104,601
438	AIR COMPRESSOR	03/31/2001	200DB	7.00	HY 17	2,411				2,411	2,411		0.	2,411
440	MACHINE	03/31/2001	200DB	7.00	HY 17	16,280				16,280	16,280		0.	16,280
441	REBUILD BTI BAL MACH	03/31/2001	200DB	7.00	HY 17	9,711				9,711	9,711		0.	9,711
442	REBUILD MAT DRIER	03/31/2001	200DB	7.00	HY 17	763.				763.	763.		0.	763.
443	REBUILD MACH #23	03/31/2001	200DB	7.00	HY 17	7,183				7,183	7,183		0.	7,183
444	TIME CLOCK	03/31/2001	200DB	7.00	HY 17	1 , 680				1 , 680	1,680		0.	1,680
445	OIL FOR MACH 46	03/31/2001	200DB	7.00	HY 17	448.				448.	448.		0.	448.
446	NEW PUMP	03/31/2001	200DB	7.00	HY 17	1,425				1,425	1,425		0.	1,425
447	SCREW TIP ASSEMBLIES	04/30/2001	200DB	7.00	HY 17	1,057				1,057	1,057		0.	1,057
448	MOLD MACH #46 INSTAL	04/30/2001	200DB	7.00	HY 17	4,209				4,209	4,209		0.	4,209
449	NEW CONVEYORS	04/30/2001	200DB	7.00	HY 17	10,922				10,922	10,922		0.	10,922
Asset No.	Description	Date Acquired	Method	Life	0.0.1	Unadjusted Cost Or Passic	Bus % Excl	Section 179 Exponse	R [°] on In educti Basis	Basis For Depreciatio	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
450	NEW BALANCE MACH	04/30/2001	200DB	7.00	HY 17	22 , 533				22,533	22,533		0.	22,533
451	AIR COMPRESSOR REBLD	04/30/2001	200DB	7.00	HY 17	964.				964.	964.		0.	964.
452	REFURB MOLDING MACH	04/30/2001	200DB	7.00	HY 17	3,370				3,370	3,370		0.	3,370
453	50 TON PRESS	04/30/2001	200DB	7.00	HY 17	1,405				1,405	1,405		0.	1,405
454	VPN COMPONENTS	04/30/2001	200DB	5.00	HY 17	5 , 240				5 , 240	5 , 240		0.	5 , 240

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 213 of 253

455			200DB		HY		2,962				2,962	2,962		0.	2,962
456	PRODUCTION FIXTURING	04/30/2001	200DB	7.00	HY	17	2,000				2,000	2,000		0.	2,000
457	RBLD BALANCE TESTER	04/30/2001	200DB	7.00	HY	17	3,762				3,762	3,762		0.	3,762
458	RBLD MATERIAL DRIER	04/30/2001	200DB	7.00	HY	17	1,514				1,514	1,514		0.	1,514
459	4001-03 BAL TESTER	05/31/2001	200DB	7.00	HY	17	1,080				1,080	1,080		0.	1,080
460	NEW MACH ELEC	06/18/2001	200DB	7.00	HY	17	3,531				3,531	3,531		0.	3,531
462	BAL MACH ELECTRICAL	06/01/2001	200DB	7.00	HY	17	1,651				1,651	1,651		0.	1,651
463	MACHINE RBLD	06/30/2001	200DB	7.00	HY	17	2,588				2,588	2,588		0.	2,588
464	BALANCE TEST MACHINE	07/31/2001	200DB	7.00	HY	17	27,470				27,470	27,470		0.	27,470
465	REBLD SCREW BARREL	07/31/2001	200DB	7.00	HY	17	5,414				5,414	5,414		0.	5,414
466	ENVIRMT TEST CHAMBER	07/31/2001	200DB	7.00	HY	17	15,655				15,655	15,655		0.	15,655
467	RBLD PROCESS COOLER	07/31/2001	200DB	7.00	HY	17	2,674				2,674	2,674		0.	2,674
468	RBLD 230 TON MACH	07/31/2001	200DB	7.00	HY	17	1,947				1,947	1,947		0.	1,947
Asset No.	Description	Date Acquired	Method	Life	C onv		Unadjusted Cost Or	Bus % Excl	Section 179	R [°] on In educti Basis	Basis For Depreciatio	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
469	VENT FANS	08/31/2001	200DB	7.00	HY	N 1	Regia 7,680	Exo	Exponse	Dasis	7,680	7,680	Expondo	0.	7,680
470	BALANCE TESTER	08/31/2001	200DB	7.00	HY	17	59,341				59,341	59 , 341		0.	59,341
471	HARIG GRINDING FIXT	08/31/2001	200DB	7.00	HY	17	1,261				1,261	1,261		0.	1,261
472	REBLD BALANCE TESTER	08/31/2001	200DB	7.00	HY	17	1,643				1,643	1,643		0.	1,643
473	40MM VD BARREL/SCREW	09/30/2001	200DB	7.00	HY	17	4,906			1,262	3,644	3,644		0.	3,644
474	MACH REFURB	09/30/2001	200DB	7.00	HY	17	1,356			349.	1,007	1,007		0.	1,007
475	PROCESS COOL REBLD	10/31/2001	200DB	7.00	НҮ	17	5 , 950			1,530	4,420	4,420		0.	4,420
476	COOLING SYSTEM	10/31/2001	200DB	7.00	НҮ	17	41,454			10,660	30,794	30,794		0.	30,794
477	BALANCE TEST MACH	10/31/2001	200DB	7.00	НҮ	17	2,988			768.	2,220	2,220		0.	2,220
478	REFURBISH CHILLER	10/31/2001	200DB	7.00	НҮ	17	5,663			1,456	4,207	4,207		0.	4,207
479	FREIGHT COOLING SYS	10/31/2001	200DB	7.00	НҮ	17	2,082			536.	1,546	1,546		0.	1,546
480	FREIGHT COOLING SYS	10/31/2001	200DB	7.00	НҮ	17	795.			204.	591.	591.		0.	591.
481	REFURB PROCESS WATER	11/30/2001	200DB	7.00	НҮ	17	1,272			327.	945.	945.		0.	945.
482	RBLD 230 TON MACH	11/30/2001	200DB	7.00	НҮ	17	6,831			1,757	5,074	5,074		0.	5,074
483		11/30/2001	200DB	5.00	НҮ	17	952.			229.	723.	723.		0.	723.
484	POWERWAY SOFTWARE	11/30/2001	SL	3.00		16	3,600			1,050	2,550	2,550		0.	2,550
	LRX PLUS TEST MACH	12/31/2001			НҮ	17	13,372			3,439	9,933	9,933		0.	9,933
486	REBLD BATTERY CELL		200DB		НҮ		3,240			833.	2,407	2,407		0.	2,407
Asset	Description	Date	Method		Conv	Li	Unadjusted	Bus %	Section	R on In	Basis For	Beginning	Current Sec 179	Current Year	Ending Accumulated
No.		Acquired				ne (N I	Cost Or Posic	Excl	179 Expanse	educti Basis	Depreciatio	Accumulated Depreciation	Expense	Deduction	Depreciation
487	NEW HARD DRIVES	12/31/2001	200DB	5.00	HY	17	801.			192.	609.	609.		0.	609.
488	REBLD COMPRESSOR		200DB		HY	17	10,199			2,623	7 , 576	7,576		0.	7,576
	REBLD FORCE TESTER		200DB		HY		4,833			1,243	3,590	3,590		0.	3,590
490	SCREW MOTOR CONVERT	12/31/2001	200DB	7.00	HY	17	6,890			1,772	5,118	5,118		0.	5,118
	ACER SURFACE GRINDER	12/31/2001	200DB	7.00	HY	17	17,652			4,539	13,113	13,113		0.	13,113
492	BA5179 MOLD ASSMBLY	12/31/2001	200DB	3.00	HY	17	6,050			1,210	4,840	4,840		0.	4,840
493	MOLD 1072	12/31/2001	200DB	3.00	HY	17	5,640			1,128	4,512	4,512		0.	4,512
494	MOLD 1602.1	12/31/2001	200DB	3.00	HY	17	960.			192.	768.	768.		0.	768.
495	QA A/C UNIT	07/31/2002	200DB	7.00	НҮ	17	4,230			1,269	2 , 961	2,961		0.	2,961
496	BUSS BAR SWITCH	07/31/2002	200DB	7.00	НҮ	17	1 , 957			587.	1 , 370	1,370		0.	1,370
497	COMPRESSED AIR PIPES	07/31/2002	200DB	7.00	НҮ	17	3 , 540			1,062	2,478	2,478		0.	2,478
498	HVAC UNIT FOR OFFICE	11/30/2002	200DB	7.00	HY	17	5 , 830			1,749	4 , 081	4,081		0.	4,081
500	NEW MACHINE SCREW	02/28/2002	200DB	7.00	HY	17	7,083			2,125	4,958	4,958		0.	4,958

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 214 of 253

501	AUTO RINGING MACHINE	02/28/2002	200DB	7.00	HY	¹⁷ 6,420			1,926	4,494	4,494		0.	4,494
502	MISC EQUIPMENT	03/31/2002	200DB	7.00	НҮ	17 16,607			4,982	11,625	11,625		0.	11,625
503	ASSL LINE SCREW FEED	03/31/2002		7.00	НҮ	17 14,728			4,418	10,310	10,310		0.	10,310
504	170TON MACHINE	05/31/2002			НҮ	17 9,122			2,737	6,385	6,385		0.	6,385
505	MATERIAL DRYERS	05/31/2002			НҮ	17 30,408			9,122		21,286		0.	21,286
Asset	Description	Date	Method	Life	Conv	Li Unadjusted	Bus	Section	R on In	Basis For	Beginning	Current Sec	Current Year	Ending
No.		Acquired			0114	ne Cost Or N Posic	% Excl	179 Exponso	educti Basis	Depreciatio	Accumulated Depreciation	179 Expense	Deduction	Accumulated Depreciation
506	230T MONITOR	05/31/2002	200DB	7.00	HY	17 4,983			1,495	3,488	3,488		0.	3,488
507	BALANCE TESTER	06/30/2002	200DB	7.00	HY	17 11,129			3,339	7,790	7,790		0.	7,790
508	INDUSTRIAL CURTAIN	06/30/2002	200DB	7.00	HY	17 2,888			866.	2,022	2,022		0.	2,022
509	120T MOLD SCREW	06/30/2002	200DB	7.00	HY	17 15,563			4,669	10,894	10,894		0.	10,894
510	PRESS 22	07/31/2002	200DB	7.00	HY	17 11,612			3,484	8,128	8,128		0.	8,128
511	PRESS 45	07/31/2002	200DB	7.00	HY	17 6,139			1,842	4,297	4,297		0.	4,297
512	GRAVITY FLOW RACK	07/31/2002	200DB	7.00	HY	7,662			2,299	5 , 363	5,363		0.	5,363
513	MACHINE # 8 GRINDER	08/31/2002	200DB	7.00	HY	16,777			5,033	11,744	11,744		0.	11,744
515	PRESS 29	10/31/2002	200DB	7.00	HY	¹⁷ 6,500			1,950	4,550	4,550		0.	4,550
516	MACHINE # 35	11/30/2002	200DB	7.00	HY	17 14,688			4,406	10,282	10,282		0.	10,282
517	COOLING EQUIPMENT	12/31/2002	200DB	7.00	HY	20,478			6 , 143	14 , 335	14,335		0.	14,335
518	ENGINEERING SCALE	04/30/2002	200DB	7.00	HY	17 1,369			411.	958.	958.		0.	958.
519	CERAMIC ROLLERS	01/31/2002	200DB	7.00	HY	17 1,025			308.	717.	717.		0.	717.
520	TEST STANDS	01/31/2002	200DB	7.00	HY	17 1,867			560.	1,307	1,307		0.	1,307
521	FADAL402 - LASER CAL	02/28/2002	200DB	7.00	HY	17 1,950			585.	1,365	1,365		0.	1,365
522	DIGIMATIC HT. GAGE	04/30/2002	200DB	7.00	HY	17 1,309			393.	916.	916.		0.	916.
523	MISC TOOL ROOM EQUIP	09/30/2002	200DB	7.00	HY	17 11,110			3,333	7,777	7,777		0.	7,777
524	MOLD - TA 1320 J3	02/28/2002	200DB	3.00	HY	¹⁷ 6,500			1,950	4,550	4,550		0.	4,550
524 Asset No.	MOLD - TA 1320 J3 Description	02/28/2002 Date Acquired	200DB Method		HY c onv	¹⁷ 6,500 Li Unadjusted ne Cost Or	Bus % Excl	Section 179 Exponse	1,950 R 'on In educti Basis	4, 550 Basis For Depreciatio	4,550 Beginning Accumulated Depreciation	Current Sec 179 Expense		4,550 Ending Accumulated Depreciation
Asset		Date	Method	Life	с	Li Unadjusted	%		R on In educti	Basis For	Beginning Accumulated	179	Current Year	Ending Accumulated
Asset No. 525	Description	Date Acquired	Method 200DB	Life 3.00	C onv	Li Unadjusted ne Cost Or N Posic	%		R on In educti Basis	Basis For Depreciatio	Beginning Accumulated Depreciation	179	Current Year Deduction	Ending Accumulated Depreciation
Asset No. 525	Description MOLD - TA1526/27	Date Acquired	Method 200DB 200DB	Life 3.00 3.00	c onv HY	Li Unadjusted ne Cost Or N Pasis 17 6, 380	%		R on In educti Basis	Basis For Depreciatio 4,466	Beginning Accumulated Depreciation 4,466	179	Current Year Deduction 0.	Ending Accumulated Depreciation 4,466
Asset No. 525 526 527	Description MOLD - TA1526/27 MOLD TA 1728	Date Acquired 04/30/2002 04/30/2002	Method 200DB 200DB 200DB	Life 3.00 3.00 3.00	C onv HY HY	Li Unadjusted ne Cost Or N Posic 17 6, 380 17 3, 000	%		R 'on In educti Basis 1,914 900.	Basis For Depreciatio 4,466 2,100	Beginning Accumulated Depreciation 4,466 2,100	179	Current Year Deduction 0.	Ending Accumulated Depreciation 4,466 2,100
Asset No. 525 526 527 528	Description MOLD - TA1526/27 MOLD TA 1728 BA5179 TEST EQUIP	Date Acquired 04/30/2002 04/30/2002 05/31/2002	Method 200DB 200DB 200DB 200DB	Life 3.00 3.00 3.00 3.00	C onv HY HY HY	Li Unadjusted Cost Or Pocie 7 6, 380 17 3, 000 17 1, 377 12, 500	%		R on In educti Basis 1,914 900. 413.	Basis For Depreciatio 4,466 2,100 964. 8,750	Beginning Accumulated Depreciation 4,466 2,100 964.	179	Current Year Deduction 0. 0.	Ending Accumulated Depreciation 4,466 2,100 964.
Asset No. 525 526 527 528 529	Description MOLD - TA1526/27 MOLD TA 1728 BA5179 TEST EQUIP BA5179 TEST EQUIP	Date Acquired 04/30/2002 04/30/2002 05/31/2002 07/31/2002	Method 200DB 200DB 200DB 200DB 200DB	Life 3.00 3.00 3.00 3.00 3.00	C onv HY HY HY HY	Li Unadjusted Cost Or Pocie 17 6, 380 17 3, 000 17 1, 377 12, 500	%		R 'on In educti Basis 1,914 900. 413. 3,750	Basis For Depreciatio 4,466 2,100 964. 8,750 5,092	Beginning Accumulated Depreciation 4,466 2,100 964. 8,750	179	Current Year Deduction 0. 0. 0.	Ending Accumulated Depreciation 4,466 2,100 964. 8,750
Asset No. 525 526 527 528 529 530	Description MOLD - TA1526/27 MOLD TA 1728 BA5179 TEST EQUIP BA5179 TEST EQUIP MOLD - TA673 J1	Date Acquired 04/30/2002 04/30/2002 05/31/2002 07/31/2002	Method 200DB 200DB 200DB 200DB 200DB 200DB	Life 3.00 3.00 3.00 3.00 3.00 3.00	C onv HY HY HY HY HY	Li Unadjusted ne Cost Or Paris 17 6, 380 17 3, 000 17 1, 377 17 12, 500 17 7, 275	%		R 'on In educti Basis 1,914 900. 413. 3,750 2,183	Basis For Depreciatio 4,466 2,100 964. 8,750 5,092	Beginning Accumulated Depreciation 4,466 2,100 964. 8,750 5,092	179	Current Year Deduction 0. 0. 0. 0.	Ending Accumulated Depreciation 4,466 2,100 964. 8,750 5,092
Asset No. 525 526 527 528 529 530 531	Description MOLD - TA1526/27 MOLD TA 1728 BA5179 TEST EQUIP BA5179 TEST EQUIP MOLD - TA673 J1 MOLD - TA1719 J1	Date Acquired 04/30/2002 05/31/2002 07/31/2002 07/31/2002	Method 200DB 200DB 200DB 200DB 200DB 200DB 200DB	Life 3.00 3.00 3.00 3.00 3.00 3.00 3.00	C ONY HY HY HY HY HY	Li Unadjusted ne Cost Or N Paris 17 6, 380 17 1, 377 17 12, 500 17 7, 275 17 2, 210	%		R 'on In educti Basis 1,914 900. 413. 3,750 2,183 2,183	Basis For Depreciatio 4,466 2,100 964. 8,750 5,092 5,092	Beginning Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 5,092	179	Current Year Deduction 0. 0. 0. 0. 0. 0.	Ending Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 5,092
Asset No. 525 526 527 528 529 530 531 532	Description MOLD - TA1526/27 MOLD TA 1728 BA5179 TEST EQUIP BA5179 TEST EQUIP MOLD - TA673 J1 MOLD - TA1719 J1 MOLD - L2097 J2	Date Acquired 04/30/2002 05/31/2002 07/31/2002 07/31/2002 07/31/2002	Method 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	Life 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.0	C ONY HY HY HY HY HY HY	Li Unadjusted ne Cost Or N Pacie 2017 6, 380 17 3, 000 17 1, 377 12, 500 17 7, 275 17 2, 210 17 3, 240	%		R 'on In educti Basis 1,914 900. 413. 3,750 2,183 2,183 663.	Basis For Depreciatio 4,466 2,100 964. 8,750 5,092 5,092 1,547	Beginning Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 1,547 2,268	179	Current Year Deduction 0. 0. 0. 0. 0. 0. 0.	Ending Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 5,092 1,547
Asset No. 525 526 527 528 529 530 531 532 533	Description MOLD - TA1526/27 MOLD TA 1728 BA5179 TEST EQUIP BA5179 TEST EQUIP MOLD - TA673 J1 MOLD - TA673 J1 MOLD - L2097 J2 MOLD - L2098 J2	Date Acquired 04/30/2002 05/31/2002 07/31/2002 07/31/2002 08/31/2002 08/31/2002	Method 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	Life 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.0	C ONY HY HY HY HY HY HY	Li Unadjusted ne Cost Or N Pacie 2017 6, 380 17 3, 000 17 1, 377 12, 500 17 7, 275 17 2, 210 17 3, 240	%		R 'on In educti Basis 1,914 900. 413. 3,750 2,183 2,183 663. 972.	Basis For Depreciatio 4,466 2,100 964. 8,750 5,092 5,092 1,547 2,268	Beginning Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 1,547 2,268	179	Current Year Deduction 0. 0. 0. 0. 0. 0. 0. 0.	Ending Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 5,092 1,547 2,268
Asset No. 525 526 527 528 529 530 531 532 533 534	Description MOLD - TA1526/27 MOLD TA 1728 BA5179 TEST EQUIP BA5179 TEST EQUIP MOLD - TA673 J1 MOLD - TA1719 J1 MOLD - L2097 J2 MOLD - L2098 J2 TA1528 VAC	Date Acquired 04/30/2002 05/31/2002 07/31/2002 07/31/2002 08/31/2002 08/31/2002 09/30/2002	Method 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	Life 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.0	Conv HY HY HY HY HY HY HY HY	Li Unadjusted ne Cost Or M Desire 17 6, 380 17 3, 000 17 1, 377 17 12, 500 17 7, 275 17 7, 275 17 2, 210 17 3, 240 17 2, 550	%		R 'on In educti Basis 1,914 900. 413. 3,750 2,183 2,183 663. 972. 765.	Basis For Depreciatio 4,466 2,100 964. 8,750 5,092 5,092 1,547 2,268 1,785	Beginning Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 5,092 1,547 2,268 1,785	179	Current Year Deduction 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.	Ending Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 5,092 1,547 2,268 1,785
Asset No. 525 526 527 528 529 530 531 532 533 534 535	Description MOLD - TA1526/27 MOLD TA 1728 BA5179 TEST EQUIP BA5179 TEST EQUIP MOLD - TA673 J1 MOLD - TA673 J1 MOLD - L2097 J2 MOLD - L2098 J2 TA1528 VAC MOLD - BA5179 J7	Date Acquired 04/30/2002 04/30/2002 05/31/2002 07/31/2002 07/31/2002 08/31/2002 08/31/2002 09/30/2002	Method 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	Life 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.0	Conv HY HY HY HY HY HY HY HY	Li Unadjusted ne Cost Or Necis 2017 9.000 2017 1.377 2017 1.2,500 2017 7,275 2017 2,210 2017 2,550 2017 9,950	%		R 'on In educti Basis 1,914 900. 413. 3,750 2,183 2,183 663. 972. 765. 2,985	Basis For Depreciatio 4,466 2,100 964. 8,750 5,092 5,092 1,547 2,268 1,785 6,965	Beginning Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965	179	Current Year Deduction 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.	Ending Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965
Asset No. 525 526 527 528 529 530 531 532 533 534 535 536	Description MOLD - TA1526/27 MOLD TA 1728 BA5179 TEST EQUIP BA5179 TEST EQUIP MOLD - TA673 J1 MOLD - TA1719 J1 MOLD - L2097 J2 MOLD - L2098 J2 TA1528 VAC MOLD - BA5179 J7 TA1528-1 J5	Date Acquired 04/30/2002 05/31/2002 07/31/2002 07/31/2002 08/31/2002 08/31/2002 09/30/2002 09/30/2002	Method 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	Life 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.0	C ONV HY HY HY HY HY HY HY HY HY HY	Li Unadjusted ne Cost Or Pacia 27 6, 380 37 1, 377 37 12, 500 37 7, 275 37 2, 210 37 2, 550 37 9, 950 37 5, 500 37 1, 414	%		R 'on In educti Basis 1,914 900. 413. 3,750 2,183 663. 972. 765. 2,985 1,650	Basis For Depreciatio 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850	Beginning Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850	179	Current Year Deduction 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.	Ending Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 5,092 1,547 2,268 1,785 6,965 3,850
Assett No. 525 526 527 528 529 530 531 532 533 534 535 536 537	Description MOLD - TA1526/27 MOLD TA 1728 BA5179 TEST EQUIP BA5179 TEST EQUIP MOLD - TA673 J1 MOLD - TA1719 J1 MOLD - L2097 J2 MOLD - L2098 J2 TA1528 VAC MOLD - BA5179 J7 TA1528-1 J5 TA1073-1	Date Acquired 04/30/2002 04/30/2002 05/31/2002 07/31/2002 07/31/2002 08/31/2002 08/31/2002 09/30/2002 09/30/2002 09/30/2002 10/31/2002	Method 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	Life 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.0	C ONV HY HY HY HY HY HY HY HY HY HY	Li Unadjusted ne Cost Or National Strategy Str	%		R 'on In educti Basis 1,914 900. 413. 3,750 2,183 2,183 663. 972. 765. 2,985 1,650 424.	Basis For Depreciatio 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850 990.	Beginning Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850 990.	179	Current Year Deduction 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.	Ending Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850 990.
Asset No. 525 526 527 528 529 530 531 532 533 533 533 535 536 537 538	Description MOLD - TA1526/27 MOLD TA 1728 BA5179 TEST EQUIP BA5179 TEST EQUIP MOLD - TA673 J1 MOLD - TA673 J1 MOLD - L2097 J2 MOLD - L2098 J2 TA1528 VAC MOLD - BA5179 J7 TA1528-1 J5 TA1073-1 TA1728 J4	Date Acquired 04/30/2002 05/31/2002 07/31/2002 07/31/2002 08/31/2002 08/31/2002 09/30/2002 09/30/2002 09/30/2002	Method 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	Life 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00	C ONV HY HY HY HY HY HY HY HY HY HY	Li Unadjusted ne Cost Or National Strategy Str	%		R 'on In educti Basis 1,914 900. 413. 3,750 2,183 2,183 663. 972. 765. 2,985 1,650 424. 1,110 457.	Basis For Depreciatio 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850 990. 2,590	Beginning Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850 990. 2,590	179	Current Year Deduction 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.	Ending Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850 990. 2,590
Asset No. 525 526 527 528 529 530 531 532 533 534 533 534 535 536 537 538 543	Description MOLD - TA1526/27 MOLD TA 1728 BA5179 TEST EQUIP BA5179 TEST EQUIP MOLD - TA673 J1 MOLD - TA673 J1 MOLD - L2097 J2 MOLD - L2097 J2 MOLD - L2098 J2 TA1528 VAC MOLD - BA5179 J7 TA1528-1 J5 TA1073-1 TA1728 J4 UPS BATTERY BACKUP	Date Acquired 04/30/2002 04/30/2002 05/31/2002 07/31/2002 07/31/2002 08/31/2002 08/31/2002 09/30/2002 09/30/2002 10/31/2002 10/31/2002 09/30/2002 10/31/2002 10/31/2002 09/30/2002 10/31/2002 10/31/2002 06/30/2002	Method 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	Life 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00	C N HY HY HY HY HY HY HY HY HY HY	Li Unadjusted Cost Or Pacia 2 6, 380 3 3,000 4 1, 377 4 12, 500 7 7, 275 7 2, 210 2 3, 240 2 3, 240 2 5, 500 1 1, 414 3 3, 700 1 1, 523	%	179 Expanse	R ion In educti Basis 1,914 900. 413. 3,750 2,183 2,183 663. 972. 765. 2,985 1,650 424. 1,110 457.	Basis For Depreciatio 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850 990. 2,590	Beginning Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850 990. 2,590	179	Current Year Deduction 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.	Ending Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850 990. 2,590
Asset No. 525 526 527 528 529 530 531 532 533 534 533 534 535 536 537 538 543	Description MOLD - TA1526/27 MOLD TA 1728 BA5179 TEST EQUIP BA5179 TEST EQUIP MOLD - TA673 J1 MOLD - TA673 J1 MOLD - L2097 J2 MOLD - L2098 J2 TA1528 VAC MOLD - BA5179 J7 TA1528-1 J5 TA1073-1 TA1728 J4 UPS BATTERY BACKUP	Date Acquired 04/30/2002 04/30/2002 05/31/2002 07/31/2002 07/31/2002 08/31/2002 09/30/2002 09/30/2002 10/31/2002 09/30/2002 10/31/2002 10/31/2002 10/31/2002 10/31/2002 06/30/2002 01/31/2002 01/31/2002	Method 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	Life 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 7.00 7.00	C ONV HY HY HY HY HY HY HY HY HY HY	Li Unadjusted ne Cost Or Pacie 2017 0.000 2017 0.0000 2017 0.000 2017 0.000 2017 0.	%	179 Ermanes	R ion In educti Basis 1,914 900. 413. 3,750 2,183 2,183 663. 972. 765. 2,985 1,650 424. 1,110 457.	Basis For Depreciatio 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850 990. 2,590 1,066	Beginning Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850 990. 2,590	179	Current Year Deduction 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.	Ending Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850 990. 2,590
Assett No. 525 526 527 528 529 530 531 532 533 533 534 533 534 533 543	Description MOLD - TA1526/27 MOLD TA 1728 BA5179 TEST EQUIP BA5179 TEST EQUIP MOLD - TA673 J1 MOLD - TA673 J1 MOLD - L2097 J2 MOLD - L2098 J2 TA1528 VAC MOLD - BA5179 J7 TA1528-1 J5 TA1073-1 TA1728 J4 UPS BATTERY BACKUP MISC EQUIPMENT CART FOR PLANT	Date Acquired 04/30/2002 05/31/2002 05/31/2002 07/31/2002 07/31/2002 08/31/2002 09/30/2002 09/30/2002 10/31/2002 09/30/2002 10/31/2002 12/31/2002 01/31/2002 01/31/2002 01/31/2002 01/31/2002 01/31/2002 01/31/2003 02/28/2003	Method 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	Life 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 7.00 7.00 7.00	C NY HY HY HY HY HY HY HY HY HY H	Lit Unadjusted Cost Or Posic Posic 17 Posic Posic Posic	%	179 Frances	R ion In educti Basis 1,914 900. 413. 3,750 2,183 2,183 663. 972. 765. 2,985 1,650 424. 1,110 457.	Basis For Depreciatio 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850 990. 2,590 1,066	Beginning Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850 990. 2,590 1,066	179	Current Year Deduction 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.	Ending Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850 990. 2,590 1,066
Assett No. 525 526 527 528 529 530 531 532 533 534 535 536 537 538 543 544 545 546 Assett	Description MOLD - TA1526/27 MOLD TA 1728 BA5179 TEST EQUIP BA5179 TEST EQUIP MOLD - TA673 J1 MOLD - TA673 J1 MOLD - L2097 J2 MOLD - L2098 J2 TA1528 VAC MOLD - BA5179 J7 TA1528-1 J5 TA1073-1 TA1728 J4 UPS BATTERY BACKUP MISC EQUIPMENT CART FOR PLANT HOFFMAN2 BAL TESTER	Date Acquired 04/30/2002 04/30/2002 05/31/2002 07/31/2002 07/31/2002 07/31/2002 08/31/2002 09/30/2002 09/30/2002 10/31/2002 09/30/2002 10/31/2002 09/30/2002 09/30/2002 09/30/2002 01/31/2002 02/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003	Method 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	Life 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 7.00 7.00 7.00	Conversions of the second seco	Li Unadjusted Cost Or Pocie Pocie 17 Pocie Pocie Pocie P	%	179 Freeses I 11, 690 7, 303 22, 229 Section	R 'on In educti Basis 1,914 900. 413. 3,750 2,183 663. 972. 765. 2,985 1,650 424. 1,110 457. 4,989 R 'on In	Basis For Depreciatio 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850 990. 2,590 1,066 4,989 Basis For	Beginning Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850 990. 2,590 1,066	179	Current Year Deduction 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.	Ending Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850 990. 2,590 1,066
Asset No. 525 526 527 528 529 530 531 532 533 533 533 533 533 533 533 533 534 543 544 545 546 Asset No.	Description MOLD - TA1526/27 MOLD TA 1728 BA5179 TEST EQUIP BA5179 TEST EQUIP MOLD - TA673 J1 MOLD - TA673 J1 MOLD - L2097 J2 MOLD - L2098 J2 TA1528 VAC MOLD - BA5179 J7 TA1528-1 J5 TA1073-1 TA1728 J4 UPS BATTERY BACKUP MISC EQUIPMENT CART FOR PLANT HOFFMAN2 BAL TESTER VANDORN MOLD MACHINE Description	Date Acquired 04/30/2002 04/30/2002 05/31/2002 07/31/2002 07/31/2002 07/31/2002 08/31/2002 09/30/2002 09/30/2002 09/30/2002 10/31/2002 09/30/2002 09/30/2002 09/30/2002 09/30/2002 09/30/2002 01/31/2003 02/28/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003	Method 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	Life 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 7.00 7.00 7.00 7.00 Life	Conversions of the second seco	Li Unadjusted Cost Or Notice Pacie 17 Pacie 18 One 19 Pacie 10 Pacie 11 Pacie 12 Pacie 11 Pacie 12 Pacie 13 Pacie 14 Pacie 15 Pacie 16 Unadjusted 17 Pacie 10 Pacie	% Excl	179 France I 11,690 7,303 22,299	R on In educti Basis 1,914 900. 413. 3,750 2,183 663. 972. 765. 2,985 1,650 424. 1,110 457. 4,989 R on In educti Basis	Basis For Depreciatio 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850 990. 2,590 1,066 4,989 Basis For Depreciatio	Beginning Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850 990. 2,590 1,066 4,989 Beginning Accumulated Depreciation	179 Expense	Current Year Deduction 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.	Ending Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850 990. 2,590 1,066 4,989 4,989 Ending Accumulated Depreciation
Asset No. 525 526 527 528 529 530 531 532 533 534 533 534 535 536 537 538 543 544 545 546 Asset No.	Description MOLD - TA1526/27 MOLD TA 1728 BA5179 TEST EQUIP BA5179 TEST EQUIP MOLD - TA673 J1 MOLD - TA673 J1 MOLD - L2097 J2 MOLD - L2098 J2 TA1528 VAC MOLD - L2098 J2 TA1528 VAC MOLD - BA5179 J7 TA1528-1 J5 TA1073-1 TA1728 J4 UPS BATTERY BACKUP MISC EQUIPMENT CART FOR PLANT HOFFMAN2 BAL TESTER VANDORN MOLD MACHINE	Date Acquired 04/30/2002 04/30/2002 05/31/2002 07/31/2002 07/31/2002 07/31/2002 08/31/2002 09/30/2002 09/30/2002 10/31/2002 09/30/2002 10/31/2002 09/30/2002 09/30/2002 09/30/2002 01/31/2002 02/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003	Method 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	Life 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 3.00 7.00 7.00 7.00 Life 7.00	C N HY HY HY HY HY HY HY HY HY HY	Li Unadjusted Cost Or Pocie Pocie 17 Pocie Pocie Pocie 17 Pocie Pocie Pocie Poci Pocie Poci<	% Excl	179 Freeses I 11, 690 7, 303 22, 229 Section	R ion In educti Basis 1,914 900. 413. 3,750 2,183 663. 972. 765. 2,985 1,650 424. 1,110 457. 4,989 R ion In educti	Basis For Depreciatio 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850 990. 2,590 1,066 4,989 Basis For	Beginning Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850 990. 2,590 1,066 4,989 Beginning Accumulated	179 Expense	Current Year Deduction 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.	Ending Accumulated Depreciation 4,466 2,100 964. 8,750 5,092 1,547 2,268 1,785 6,965 3,850 990. 2,590 1,066 4,989 4,989 Ending Accumulated

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 215 of 253

550	BALANCE MACHINE	08/31/2003	200DB	7 00	HY	17	7,393		7,393	I	l	'	Ì	0.	
	TORQUE WRENCH	08/31/2003			HY		1,440		1,440					0.	
	WELDING HORN	08/31/2003			НҮ		6,120		1,110	3,060	3,060	3,060		0.	3,060
	DIGIMATIC HT. GAUGE								3,939	5,000	5,000	3,000			3,000
		09/30/2003			HY		3,939							0.	
	CARLSON TUBE ASSMBLY	10/31/2003			HY		1,561		1,561					0.	_
	CMM MOLD MACHINE	11/30/2003			HY		26,107		26,107					0.	
	MACHINE 48	12/31/2003			HY		4,994		4,994					0.	
	FANUC ROBO CUT	07/31/2003			HY	17	8,428		8,428					0.	
558	MOLD BA5179	02/28/2003	200DB	3.00	HY	17	2,150			645.	1,505	1,505		0.	1,505
559	MOLD 1528 CAV #1	06/30/2003	200DB	3.00	HY	17	4,475			2,238	2,237	2,237		0.	2,237
560	MOLD 1602-1	08/31/2003	200DB	3.00	HY	17	7,400			3,700	3,700	3,700		0.	3,700
561	TRN AIR CONDITIONER	01/31/2004	200DB	7.00	HY	17	1,895			948.	947.	947.		0.	947.
562	170T VANDORN #49	04/30/2004	200DB	7.00	HY	17	96,062			48,031	48,031	48,031		0.	48,031
563	230 T VAN DORN #50	04/30/2004	200DB	7.00	HY	17	76,754			38,377	38,377	38,377		0.	38,377
564	OPTICAL COMPARATOR	04/30/2004	200DB	7.00	HY	17	6,345			3,173	3,172	3,172		0.	3,172
565	SPRUE PICKER	09/30/2004			HY	17	10,228			5,114	5,114	-		0.	5,114
Asset No.	Description	Date Acquired	Method	Life	C] onv		Unadjusted Cost Or	Bus % Excl	Section 179 Exponse	R on In educti Basis	Basis For Depreciatio	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
566	PRESS#43 120T	05/31/2004	200DB	7.00	HY	17	4,135			2,068	2,067	2,067		0.	2,067
567	MATERIAL CONVEYOR	07/31/2004	200DB	7.00	HY	17	127,283			63,642	63,641	63,641		0.	63,641
569	PRESS# 35	07/31/2004	200DB	7.00	HY	17	7,222			3,611	3,611	3,611		0.	3,611
570	2 GRANULATORS	07/31/2004	200DB	7.00	HY	17	18,031			9,016	9,015	9,015		0.	9,015
571	MISC EQUIPMENT	06/30/2004	200DB	7.00	HY	17	18,018			9,009	9,009	9,009		0.	9,009
572	MOLD TA2107 J6	01/31/2004	200DB	3.00	HY	17	8,807			4,404	4,403	4,403		0.	4,403
573	2319 J4	03/31/2004	200DB	3.00	HY	17	10,750			5,375	5 , 375	5,375		0.	5,375
574	1528-2 J1	04/30/2004	200DB	3.00	HY	17	10,850			5,425	5,425	5,425		0.	5,425
575	1716 J4	04/30/2004	200DB	3.00	HY	17	12,915			6,458	6 , 457	6,457		0.	6,457
576	2325 J2	05/31/2004	200DB	3.00	HY	17	9,900			4,950	4,950	4,950		0.	4,950
577	1528 J9.1	10/31/2004	200DB	3.00	HY	17	21,800			10,900	10,900	10,900		0.	10,900
578	RECVNG GARAGE DOOR	01/31/2005	200DB	7.00	HY	17	1 , 725		1,725					0.	
579	45MM SCREW 120T	01/31/2005	200DB	7.00	HY	17	2,778				2,778	2,778		0.	2,778
580	MAT BLEND EQUIP	02/28/2005	200DB	7.00	HY	17	10,256				10,256	10,256		0.	10,256
581	40MM SCREW	02/28/2005	200DB	7.00	HY	17	2,119				2,119	2,119		0.	2,119
582	PRESS 48 BARREL	05/31/2005	200DB	7.00	HY	17	5,984				5,984	5,984		0.	5,984
583	VALVE	07/31/2005	200DB	7.00	HY	17	4,174				4,174	4,174		0.	4,174
584	CONTROL BOARD DRYER	07/31/2005	200DB	7.00	HY	17	3,452				3,452	3,452		0.	3,452
Asset	Description	Date	Method	Life	C] onv		Unadjusted	Bus %	Section	R [°] on In educti	Basis For	Beginning Accumulated	Current Sec 179	Current Year	Ending Accumulated
No.		Acquired			1	N D	Cost Or Posic	Excl	179 Exponse	Basis	Depreciatio n	Depreciation	Expense	Deduction	Depreciation
	COOLING SYSTEM	05/31/2005			HY		5,838				5,838	5,838		0.	5,838
	HOT RUNNER	02/28/2005					1,156				1,156			0.	1,156
	BAL TESTER BORAD	04/30/2005			HY	17	3,078				3,078	3,078		0.	3,078
589	PUMP	01/31/2005	200DB	7.00	HY	17	1,684				1,684	1,684		0.	1,684
590	VALVE	02/28/2005			HY	17	1,100				1,100	1,100		0.	1,100
591	LCD DISPLAY(2)	03/31/2005	200DB	7.00	HY	17	1,426				1,426	1,426		0.	1,426
592	CARBIDE SCREEN	04/30/2005	200DB	7.00	HY	17	964.				964.	964.		0.	964.
593	VALVE	05/31/2005	200DB	7.00	HY	17	2,774		1,267		1,507	1,507		0.	1,507
	MOTOR MALENT					L.				1		1			
594	MOTOR MACH 43	08/31/2005	200DB	7.00	HY	17	3,380		3,380					0.	

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 216 of 253

596	VALVE	09/30/2005	200DB	7.00	HY	17	2,784		2,784				l	0.	
	VALVE	10/31/2005			HY	17	5,795		5,795					0.	
598	PUMP MACH 22	11/30/2005			нү	17	3,422		3,422					0.	
599	VANDORN SCREW	11/30/2005			НҮ	17	3,077		3,077					0.	
600	80T VANDORN	12/31/2005			НҮ		69,683		69,683					0.	
	EDM MACHINE	12/31/2005			HY	17	2,293		2,293					0.	
603	DOCK AREA ROOF	03/31/2006			HY		11,200				11,200	11,200		0.	11,200
604 Asset	CMM ROOM Description	09/30/2006 Date	Method	Life	HY c	Li	1,190 Unadjusted	Bus	Section	R [°] on In	1,190 Basis For	1,190 Beginning	Current Sec	0. Current Year	1,190 Ending
No.	1	Acquired			onv	ne N	Cost Or Regio	% Excl	179 Exponse	educti Basis	Depreciatio	Accumulated Depreciation	179 Expense	Deduction	Accumulated Depreciation
605	ALPHA ENG	03/31/2006	200DB	7.00	HY	17	1,220				1,220	1,220		0.	1,220
606	SCREW #42	03/31/2006	200DB	7.00	HY	17	1,362				1,362	1,362		0.	1,362
607	VALVE/CLAMP #24	03/31/2006	200DB	7.00	HY	17	8,865				8,865	8,865		0.	8,865
608	HOPPER LOADER SSL	03/31/2006	200DB	7.00	HY	17	1,185				1,185	1,185		0.	1,185
609	MOISTURE ANALYZER	03/31/2006	200DB	7.00	HY	17	5,495				5,495	5,495		0.	5,495
610	GRINDERS (3)	04/30/2006	200DB	7.00	HY	17	34,122				34,122	34,122		0.	34,122
611	CHILLER	05/31/2006	200DB	7.00	HY	17	31,148				31,148	31,148		0.	31,148
612	SCREW #22	05/31/2006	200DB	7.00	HY	17	3 , 290				3,290	3,290		0.	3 , 290
613	LAWN MOWER	05/31/2006	200DB	7.00	HY	17	1,831				1 , 831	1,831		0.	1,831
614	SCREW #21	06/30/2006	200DB	7.00	HY	17	2,388				2 , 388	2,388		0.	2,388
615	P35+P36	07/31/2006	200DB	7.00	HY	17	23,363				23 , 363	23,363		0.	23,363
616	PRESS 22	08/31/2006	200DB	7.00	HY	17	3,883				3,883	3,883		0.	3,883
617	LCD DISPLAY (2)	09/30/2006	200DB	7.00	HY	17	1,434				1,434	1,434		0.	1,434
618	CORE PULL P35/36	10/31/2006	200DB	7.00	HY	17	29,387				29,387	29,387		0.	29,387
619	SCREW #43	10/31/2006	200DB	7.00	HY	17	1,020				1,020	1,020		0.	1,020
620	AXESS 10 ROBOT	12/31/2006	200DB	7.00	HY	17	30,722				30,722	30,722		0.	30,722
621	DIGITAL TEST STAND	04/30/2006	200DB	7.00	HY	17	7,610				7,610	7,610		0.	7,610
622	СММ	09/30/2006	200DB	7.00	HY	17	42,831		38,166		4,665	4,665		0.	4,665
Asset No.	Description	Date	Method	Life	C onv	Li	Unadjusted Cost Or	Bus %	Section 179	R [°] on In educti	Basis For Depreciatio	Beginning Accumulated	Current Sec 179	Current Year Deduction	Ending Accumulated
	LASER WELDER	Acquired	200000			N	Docio	Excl	Expondo	Basis	n	Depreciation	Expense		Depreciation
		11/30/2006			HY	17	59,441		59,441					0.	
	40 MM SCREW	02/28/2007					2,844		2,844					0.	
	PRESS 35/36 AUTOMATION	03/31/2007					37,263		37,263					0.	
	SCREW	04/30/2007			HY		4,626		4,626					0.	
	HYDRAULIC PUMP	04/30/2007			HY		2,790		2,790					0.	
	DRYER VF-100	04/30/2007					2,065		2,065					0.	
	HOT RUNNER	11/30/2007			HY		424.		424.					0.	
	GRINDER	05/31/2007			HY		5,250		5,250					0.	
	CNC MACHINING CENTER	06/30/2007			HY		7,825		7,825					0.	
	DRYER CONVEYOR	10/15/2000			HY		8,091				8,091	8,091		0.	8,091
	DRYER CONVEYOR	10/15/2000			HY		8,091				8,091	8,091		0.	8,091
	MATERIAL LOADER	10/15/2000			HY		2,836				2,836	2,836		0.	2,836
635	MATERIAL LOADER	10/15/2000	200DB	7.00	HY	17	2,836				2,836	2,836		0.	2,836
636	3 GRANULATORS	10/15/2000	200DB	7.00	HY	17	25,166				25,166	25,166		0.	25,166
637	MACHINERY	10/15/2000	200DB	7.00	HY	17	2,156				2,156	2,156		0.	2,156
638	230HT MOLDNG MACHINE	10/15/2000	200DB	7.00	HY	17	114,458				114,458	114,458		0.	114,458
639	85HT MOLDING MACHINE	10/15/2000	200DB	7.00	HY	17	83,052				83,052	83,052		0.	83,052
	85HT MOLDING MACHINE	10/15/2000	200DB	7.00	HY	17	83,052				83,052	83,052		Ο.	83,052

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 217 of 253

Asset No.	Description	Date Acquired	Method	Life			Unadjusted Cost Or	Bus % Excl	Section 179 Exponse		Basis For Depreciatio	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
641	MOLDING MACH PARTS	10/15/2000	200DB	7.00	HY	17	1,455		Expansa		n 1,455	1,455		0.	1,455
642	MOLDING MACH PARTS	10/15/2000	200DB	7.00	HY	17	1,259				1,259	1,259		0.	1,259
643	MOLDING MACH PARTS	10/15/2000	200DB	7.00	HY	17	1,259				1,259	1,259		0.	1,259
644	NEW PRODUCTION EQUIP	04/30/2001	200DB	7.00	HY	17	13,589				13,589	13,589		0.	13,589
645	EQUIPMENT	06/30/2001	200DB	7.00	HY	17	2,349				2,349	2,349		Ο.	2,349
646	MOLDING MACH PARTS	10/15/2000	200DB	7.00	HY	17	31.				31.	31.		0.	31.
647	85T MOLDING MACHINE	07/31/2002	200DB	7.00	HY	17	94,774			28,432	66,342	66,342		0.	66,342
648	400T MACHINE	07/31/2002	200DB	7.00	HY	17	188,458			56 , 537	131,921	131,921		0.	131,921
649	230T MACHINE	07/31/2002	200DB	7.00	HY	17	150,292			45,087	105,205	105,205		0.	105,205
650	GRINDER	08/31/2002	200DB	7.00	HY	17	27,821			8,346	19,475	19,475		0.	19,475
651	HVS BALANCER	09/30/2002	200DB	7.00	HY	17	39 , 525			11,858	27 , 667	27,667		0.	27,667
652	MATERIAL DRYER	04/30/2003	200DB	7.00	HY	17	1,859			558.	1,301	1,301		0.	1,301
653	230HT VANDORN #4	07/31/2003	200DB	7.00	HY	17	2,979			1,490	1,489	1,489		0.	1,489
654	RETURNABLE TOTES	08/31/2003	200DB	7.00	HY	17	3,845			1,923	1,922	1,922		0.	1,922
655	66TON MACHINE # 9	08/31/2003	200DB	7.00	HY	17	13,379			6,690	6,689	6,689		0.	6,689
656	RETURNABLE TOTES	09/30/2003	200DB	7.00	HY	17	28,999			14,500	14,499	14,499		0.	14,499
657	MOBILE DRYER	11/30/2003	200DB	7.00	HY	17	13,976			6,988	6,988	6,988		0.	6,988
658	ARBURG MACHINE #11	11/30/2003	200DB	7.00	HY	17	20,699			10,350	10,349	10,349		0.	10,349
Asset No.	Description	Date Acquired	Method	Life	0.0.V		Unadjusted Cost Or	Bus %	Section 179	R [°] on In educti	Basis For Depreciatio	Beginning Accumulated	Current Sec 179	Current Year Deduction	Ending Accumulated
	MOLD TEMP CONTROLLER		200DB	7 00		N D	1,895	Excl	Expanse	Basis 948.	947.	Depreciation 947.	Expense	0.	Depreciation
						17									947.
	MACH #12 HOT RUNNER	12/31/2003			HY HY	17	47,450			23,725	23,725	23,725		0. 0.	23,725
	ARBURG MACHINE #12 MOBILE DRYER		200DB		HY	17	334,333			167,167	167,166	167,166		0.	167,166
002	MODILE DKIEK	02/29/2004	200DB	1.00	пі	1/	23,985			11,993	11,992	11,992		υ.	11,992
6.60	DECEDD DDESS#9	/ /	200000	7 00	IIV		6 0.61			0 1 0 1	2 1 2 0	0 100		0	2,120
	REFERB PRESS#8		200DB		HY	17	6,261			3,131	3,130	3,130		0.	3,130
664	HOT RUNNER SYSTEM	08/31/2004	200DB	7.00	HY	17	8,668			4,334	4,334	4,334		0.	4,334
664 665	HOT RUNNER SYSTEM MAGNETO DRILL	08/31/2004 10/31/2004	200DB 200DB	7.00 7.00	HY HY	17 17 17	8,668 1,000			4,334 500.	4,334 500.	4,334 500.		0. 0.	4,334
664 665 666	HOT RUNNER SYSTEM MAGNETO DRILL MISC EQUIPMENT	08/31/2004 10/31/2004 12/31/2004	200DB 200DB 200DB	7.00 7.00 7.00	HY HY HY	17 17 17 17	8,668 1,000 5,974			4,334 500. 2,987	4,334 500. 2,987	4,334 500. 2,987		0. 0. 0.	4,334 500. 2,987
664 665 666 667	HOT RUNNER SYSTEM MAGNETO DRILL MISC EQUIPMENT GMT200 DIES	08/31/2004 10/31/2004 12/31/2004 10/31/2002	200DB 200DB 200DB 200DB	7.00 7.00 7.00 3.00	НҮ НҮ НҮ НҮ	17 17 17 17	8,668 1,000 5,974 4,680			4,334 500. 2,987 1,404	4,334 500. 2,987 3,276	4,334 500. 2,987 3,276		0. 0. 0.	4,334 500. 2,987 3,276
664 665 666 667 668	HOT RUNNER SYSTEM MAGNETO DRILL MISC EQUIPMENT GMT200 DIES MOLD L2193	08/31/2004 10/31/2004 12/31/2004 10/31/2002 02/28/2003	200DB 200DB 200DB 200DB 200DB	7.00 7.00 7.00 3.00 3.00	HY HY HY HY HY		8,668 1,000 5,974 4,680 8,780			4,334 500. 2,987 1,404 2,634	4,334 500. 2,987 3,276 6,146	4,334 500. 2,987 3,276 6,146		0. 0. 0. 0.	4,334 500. 2,987 3,276 6,146
664 665 666 667 668 669	HOT RUNNER SYSTEM MAGNETO DRILL MISC EQUIPMENT GMT200 DIES MOLD L2193 MOLD L2196	08/31/2004 10/31/2004 12/31/2004 10/31/2002 02/28/2003 02/28/2003	200DB 200DB 200DB 200DB 200DB 200DB	7.00 7.00 3.00 3.00 3.00	HY HY HY HY HY HY	17	8,668 1,000 5,974 4,680 8,780 7,261			4,334 500. 2,987 1,404 2,634 2,178	4,334 500. 2,987 3,276 6,146 5,083	4,334 500. 2,987 3,276 6,146 5,083		0. 0. 0. 0. 0.	4,334 500. 2,987 3,276 6,146 5,083
664 665 666 667 668 669 670	HOT RUNNER SYSTEM MAGNETO DRILL MISC EQUIPMENT GMT200 DIES MOLD L2193 MOLD L2196 MOLD L2187/92	08/31/2004 10/31/2004 12/31/2004 10/31/2002 02/28/2003 02/28/2003 05/31/2003	200DB 200DB 200DB 200DB 200DB 200DB	7.00 7.00 3.00 3.00 3.00 3.00	HY HY HY HY HY HY	17 17	8,668 1,000 5,974 4,680 8,780 7,261 13,580			4,334 500. 2,987 1,404 2,634 2,178 6,790	4,334 500. 2,987 3,276 6,146 5,083 6,790	4,334 500. 2,987 3,276 6,146 5,083 6,790		0. 0. 0. 0. 0. 0.	4,334 500. 2,987 3,276 6,146 5,083 6,790
664 665 666 667 668 669 670 671	HOT RUNNER SYSTEM MAGNETO DRILL MISC EQUIPMENT GMT200 DIES MOLD L2193 MOLD L2196 MOLD L2187/92 MOLD L2193	08/31/2004 10/31/2004 12/31/2004 02/28/2003 02/28/2003 05/31/2003 05/31/2003	200DB 200DB 200DB 200DB 200DB 200DB 200DB	7.00 7.00 3.00 3.00 3.00 3.00 3.00	HY HY HY HY HY HY HY	17 17 17	8,668 1,000 5,974 4,680 8,780 7,261 13,580 3,540			4,334 500. 2,987 1,404 2,634 2,178 6,790 1,770	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770		0. 0. 0. 0. 0. 0. 0.	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770
664 665 666 667 668 669 670 671 672	HOT RUNNER SYSTEM MAGNETO DRILL MISC EQUIPMENT GMT200 DIES MOLD L2193 MOLD L2196 MOLD L2187/92 MOLD L2193 MOLD L2194/91	08/31/2004 10/31/2004 12/31/2004 10/31/2002 02/28/2003 05/31/2003 05/31/2003 05/31/2003	200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	7.00 7.00 3.00 3.00 3.00 3.00 3.00 3.00	HY HY HY HY HY HY HY	17 17 17 17	8,668 1,000 5,974 4,680 8,780 7,261 13,580 3,540 10,780			4,334 500. 2,987 1,404 2,634 2,178 6,790 1,770 5,390	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390		0. 0. 0. 0. 0. 0. 0. 0.	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390
664 665 666 668 669 670 671 672 673	HOT RUNNER SYSTEM MAGNETO DRILL MISC EQUIPMENT GMT200 DIES MOLD L2193 MOLD L2196 MOLD L2187/92 MOLD L2194/91 MOLD L2194/91	08/31/2004 10/31/2004 12/31/2004 02/28/2003 02/28/2003 05/31/2003 05/31/2003 05/31/2003	200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	7.00 7.00 3.00 3.00 3.00 3.00 3.00 3.00	HY HY HY HY HY HY HY HY	17 17 17 17	8,668 1,000 5,974 4,680 8,780 7,261 13,580 3,540 10,780 2,000			4,334 500. 2,987 1,404 2,634 2,178 6,790 1,770 5,390 1,000	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390 1,000	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390 1,000		0. 0. 0. 0. 0. 0. 0. 0.	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390 1,000
664 665 666 667 668 669 670 671 672 673 674	HOT RUNNER SYSTEM MAGNETO DRILL MISC EQUIPMENT GMT200 DIES MOLD L2193 MOLD L2196 MOLD L2197/92 MOLD L2194/91 MOLD L2194/91 MOLD L2196 MOLD L2197/95	08/31/2004 10/31/2004 12/31/2004 02/28/2003 02/28/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003	200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	7.00 7.00 3.00 3.00 3.00 3.00 3.00 3.00	HY HY HY HY HY HY HY HY	17 17 17 17 17	8,668 1,000 5,974 4,680 8,780 7,261 13,580 3,540 10,780 2,000 4,910			4,334 500. 2,987 1,404 2,634 2,178 6,790 1,770 5,390 1,000 2,455	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390 1,000 2,455	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390 1,000 2,455		0. 0. 0. 0. 0. 0. 0. 0. 0. 0.	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390 1,000 2,455
664 665 666 669 670 671 672 673 674 675	HOT RUNNER SYSTEM MAGNETO DRILL MISC EQUIPMENT GMT200 DIES MOLD L2193 MOLD L2196 MOLD L2197/92 MOLD L2194/91 MOLD L2194/91 MOLD L2196 MOLD L2197/95 MOLD L2098	08/31/2004 10/31/2004 12/31/2004 02/28/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003	200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	7.00 7.00 3.00 3.00 3.00 3.00 3.00 3.00	HY HY HY HY HY HY HY HY HY HY	17 17 17 17 17 17 17	8,668 1,000 5,974 4,680 8,780 7,261 13,580 3,540 10,780 2,000 4,910 700.			4,334 500. 2,987 1,404 2,634 2,178 6,790 1,770 5,390 1,000 2,455 350.	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390 1,000 2,455 350.	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390 1,000 2,455 350.		0. 0. 0. 0. 0. 0. 0. 0. 0. 0.	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390 1,000 2,455 350.
664 665 666 669 670 671 672 673 674 675 675	HOT RUNNER SYSTEM MAGNETO DRILL MISC EQUIPMENT GMT200 DIES MOLD L2193 MOLD L2196 MOLD L2187/92 MOLD L2194/91 MOLD L2194/91 MOLD L2196 MOLD L2197/95 MOLD L2197/95	08/31/2004 10/31/2004 12/31/2004 02/28/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 08/31/2003 08/31/2003	200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	7.00 7.00 3.00 3.00 3.00 3.00 3.00 3.00	HY HY HY HY HY HY HY HY HY HY	17 17 17 17 17 17 17	8,668 1,000 5,974 4,680 8,780 7,261 13,580 3,540 10,780 2,000 4,910 700. 4,200	Bus	Section	4,334 500. 2,987 1,404 2,634 2,178 6,790 1,770 5,390 1,000 2,455 350. 2,100	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390 1,000 2,455 350. 2,100	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390 1,000 2,455	Current Sec	0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0.	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390 1,000 2,455
664 665 666 669 670 671 672 673 674 675	HOT RUNNER SYSTEM MAGNETO DRILL MISC EQUIPMENT GMT200 DIES MOLD L2193 MOLD L2196 MOLD L2197/92 MOLD L2194/91 MOLD L2194/91 MOLD L2196 MOLD L2197/95 MOLD L2098	08/31/2004 10/31/2004 12/31/2004 02/28/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 08/31/2003 08/31/2003	200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	7.00 7.00 3.00 3.00 3.00 3.00 3.00 3.00	HY HY HY HY HY HY HY HY HY HY	17 17 17 17 17 17 17 17 17 17	8,668 1,000 5,974 4,680 8,780 7,261 13,580 3,540 10,780 2,000 4,910 700.	Bus % Excl	Section 179	4,334 500. 2,987 1,404 2,634 2,178 6,790 1,770 5,390 1,000 2,455 350. 2,100	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390 1,000 2,455 350.	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390 1,000 2,455 350. 2,100	Current Sec 179 Expense	0. 0. 0. 0. 0. 0. 0. 0. 0. 0.	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390 1,000 2,455 350. 2,100
664 665 666 669 670 671 672 673 674 675 676 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	HOT RUNNER SYSTEM MAGNETO DRILL MISC EQUIPMENT GMT200 DIES MOLD L2193 MOLD L2196 MOLD L2187/92 MOLD L2194/91 MOLD L2194/91 MOLD L2196 MOLD L2197/95 MOLD L2197/95	08/31/2004 10/31/2004 12/31/2004 02/28/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 08/31/2003 08/31/2003 08/31/2003	200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	7.00 7.00 3.00 3.00 3.00 3.00 3.00 3.00	HY HY HY HY HY HY HY HY HY HY	17 17 17 17 17 17 17 17 17 17 17 17 17 1	8,668 1,000 5,974 4,680 8,780 7,261 13,580 3,540 10,780 2,000 4,910 700. 4,200 Jnadjusted	%		4,334 500. 2,987 1,404 2,634 2,178 6,790 1,770 5,390 1,000 2,455 350. 2,100 R_on In	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390 1,770 5,390 1,000 2,455 350. 2,100 Basis For	4,334 500. 2,987 6,146 5,083 6,790 1,770 5,390 1,000 2,455 350. 2,100 Beginning Accumulated	179	0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 20. 70.	4,334 500. 2,987 6,146 5,083 6,790 1,770 5,390 1,000 2,455 350. 2,100 Ending Accumulated
6664 665 6667 668 669 670 671 672 673 674 675 676 Asset No.	HOT RUNNER SYSTEM MAGNETO DRILL MISC EQUIPMENT GMT200 DIES MOLD L2193 MOLD L2196 MOLD L2197/92 MOLD L2194/91 MOLD L2194/91 MOLD L2197/95 MOLD L2197/95 MOLD L2158/59 Description	08/31/2004 10/31/2004 12/31/2004 02/28/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 08/31/2003 08/31/2003 08/31/2003	200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	7.00 7.00 3.00 3.00 3.00 3.00 3.00 3.00	C out of the second sec	17 17 17 17 17 17 17 17 17 17 Li U Nne C N1 P	8, 668 1, 000 5, 974 4, 680 8, 780 7, 261 13, 580 3, 540 10, 780 2, 000 4, 910 700. 4, 200 Unadjusted Cost Or Paris	%		4,334 500. 2,987 1,404 2,634 2,178 6,790 1,770 5,390 1,000 2,455 350. 2,100 R_ion In educti Basis	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390 1,000 2,455 350. 2,100 Basis For Depreciation	4,334 500. 2,987 6,146 5,083 6,790 1,770 5,390 1,000 2,455 350. 2,100 Beginning Accumulated Depreciation	179	0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0	4,334 500. 2,987 6,146 5,083 6,790 1,770 5,390 1,000 2,455 350. 2,100 Ending Accumulated
6664 665 6668 669 670 671 672 673 674 675 676 Asset No.	HOT RUNNER SYSTEM MAGNETO DRILL MISC EQUIPMENT GMT200 DIES MOLD L2193 MOLD L2193 MOLD L2196 MOLD L2194/91 MOLD L2194/91 MOLD L2196 MOLD L2197/95 MOLD L2198 MOLD L2186-97	08/31/2004 10/31/2004 12/31/2004 12/31/2002 02/28/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 08/31/2003 08/31/2003	200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	7.00 7.00 3.00 3.00 3.00 3.00 3.00 3.00	HY HY HY HY HY HY HY HY HY HY HY	17 17 17 17 17 17 17 17 17 Li U N 17 17 17 17 17 17 17 17 17 17	8, 668 1, 000 5, 974 4, 680 8, 780 7, 261 13, 580 3, 540 10, 780 2, 000 4, 910 700. 4, 200 Unadjusted Cost Or Sector 3, 700	%		4,334 500. 2,987 1,404 2,634 2,178 6,790 1,770 5,390 1,000 2,455 350. 2,100 R_on In educti Basis	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390 1,000 2,455 350. 2,100 Basis For Depreciatio	4,334 500. 2,987 6,146 5,083 6,790 1,770 5,390 1,000 2,455 350. 2,100 Beginning Accumulated Depreciation	179	0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390 1,000 2,455 350. 2,100 Ending Accumulated Depreciation 1,850
6664 665 6667 668 669 670 671 672 673 674 675 676 8 8 8 8 7 8 8 7 8 8 7 8 8 8 7 8 8 8 8	HOT RUNNER SYSTEM MAGNETO DRILL MISC EQUIPMENT GMT200 DIES MOLD L2193 MOLD L2196 MOLD L2187/92 MOLD L2194/91 MOLD L2194/91 MOLD L2196 MOLD L2197/95 MOLD L2197/95 MOLD L2186-97 MOLD L2186-97 MOLD L2224-30	08/31/2004 10/31/2004 12/31/2004 12/31/2002 02/28/2003 05/31/2003 05/31/2003 05/31/2003 08/31/2003 08/31/2003 08/31/2003 08/31/2003	200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	7.00 7.00 3.00 3.00 3.00 3.00 3.00 3.00	HY C C C C C C C C C C C C C C C C C C C	17 17 17 17 17 17 17 17 Li U NT P 17 17	8, 668 1, 000 5, 974 4, 680 8, 780 7, 261 13, 580 3, 540 10, 780 2, 000 4, 910 700. 4, 200 Unadjusted Cost Or 3, 700 8, 025	%		4,334 500. 2,987 1,404 2,634 2,178 6,790 1,770 5,390 1,000 2,455 350. 2,100 R_on In educti Basis 1,850 4,013	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390 1,000 2,455 350. 2,100 Basis For Depreciatio 1,850 4,012	4,334 500. 2,987 6,146 5,083 6,790 1,770 5,390 1,000 2,455 350. 2,100 Beginning Accumulated Depreciation 1,850 4,012	179	0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390 1,000 2,455 350. 2,100 Ending Accumulated Depreciation 1,850 4,012
6664 665 6668 669 670 671 672 673 674 675 676 Asset No.	HOT RUNNER SYSTEM MAGNETO DRILL MISC EQUIPMENT GMT200 DIES GMT200 DIES MOLD L2193 MOLD L2196 MOLD L2197/92 MOLD L2194/91 MOLD L2194/91 MOLD L2196 MOLD L2197/95 MOLD L2197/95 MOLD L2197 MOLD L218/-97 MOLD L2186-97 MOLD L224-30 MOLD L2314-24	08/31/2004 10/31/2004 12/31/2004 12/31/2002 02/28/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 08/31/2003 08/31/2003 08/31/2003 08/31/2003	200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	7.00 7.00 3.00 3.00 3.00 3.00 3.00 3.00	HY HY HY HY HY HY HY HY HY HY HY HY HY	17 17 17 17 17 17 17 17 Li U Ni D 17 17 17	8, 668 1, 000 5, 974 4, 680 8, 780 7, 261 13, 580 3, 540 10, 780 2, 000 4, 910 700. 4, 200 Unadjusted Cost Or Posis 3, 700 8, 025 2, 675	%		4,334 500. 2,987 1,404 2,634 2,178 6,790 1,770 5,390 1,000 2,455 350. 2,100 R on In educti Basis 1,850 4,013 1,338	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390 1,000 2,455 350. 2,100 Basis For Depreciatio	4,334 500. 2,987 6,146 5,083 6,790 1,770 5,390 1,000 2,455 350. 2,100 Beginning Accumulated Depreciation 1,850 4,012 1,337	179	0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0	4,334 500. 2,987 6,146 5,083 6,790 1,770 5,390 1,000 2,455 350. 2,100 Ending Accumulated Depreciation 1,850 4,012 1,337
6664 665 6667 668 669 670 671 672 673 674 673 674 675 676 Asset No. 677 678 679 680 681	HOT RUNNER SYSTEM MAGNETO DRILL MISC EQUIPMENT GMT200 DIES GMT200 DIES MOLD L2193 MOLD L2196 MOLD L2187/92 MOLD L2194/91 MOLD L2194/91 MOLD L2196 MOLD L2196 MOLD L2197/95 MOLD L2186-97 MOLD L2186-97 MOLD L224-30 MOLD L224-30 MOLD L2344-96	08/31/2004 10/31/2004 12/31/2004 12/31/2002 02/28/2003 05/31/2003 05/31/2003 05/31/2003 05/31/2003 08/31/2003 08/31/2003 08/31/2003 08/31/2003 08/31/2003	200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB 200DB	7.00 7.00 3.00 3.00 3.00 3.00 3.00 3.00	HY HY HY HY HY HY HY HY HY HY HY HY HY	177 177 177 177 177 177 177 177 177 177	8, 668 1, 000 5, 974 4, 680 8, 780 7, 261 13, 580 3, 540 10, 780 2, 000 4, 910 700. 4, 200 Unadjusted Cost Or 3, 700 8, 025 2, 675 15, 950	%		4,334 500. 2,987 1,404 2,634 2,178 6,790 1,770 5,390 1,000 2,455 350. 2,100 R_con In Basis 1,850 4,013 1,338 7,975	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390 1,000 2,455 350. 2,100 Basis For Depreciatio * * 1,850 4,012 1,337 7,975	4,334 500. 2,987 6,146 5,083 6,790 1,770 5,390 1,000 2,455 350. 2,100 Begining Accumulated Depreciation 1,850 4,012 1,337 7,975	179	0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0. 0	4,334 500. 2,987 3,276 6,146 5,083 6,790 1,770 5,390 1,000 2,455 350. 2,100 Acourulated Depreciation 1,850 4,012 1,337 7,975

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 218 of 253

684	VARIOUS TN MOLDS		200DB		HY		11,670			5,835	5,835	5,835		0.	5,835
685	VARIOUS TN MOLDS	05/31/2004	200DB	3.00	HY	17	4,406			2,203	2,203	2,203		0.	2,203
686	VARIOUS TN MOLDS	06/30/2004	200DB	3.00	HY	17	1,650			825.	825.	825.		0.	825.
687	L1528.2 J3.1	11/30/2004	200DB	3.00	HY	17	21,900			10,950	10,950	10,950		0.	10,950
688	L2389/90 J5	11/30/2004	200DB	3.00	HY	17	4,950			2,475	2,475	2,475		0.	2,475
689	L2637 J2.1	11/30/2004	200DB	3.00	HY	17	2,800			1,400	1,400	1,400		0.	1,400
690	TOOL ROOM FENCE	10/31/2005	200DB	7.00	HY	17	2,100				2 , 100	2,100		0.	2,100
691	DRYER	07/31/2005	200DB	7.00	HY	17	15,389				15,389	15,389		0.	15,389
692	NEW BOARD ARBURG	07/31/2005	200DB	7.00	HY	17	4,705				4,705	4,705		0.	4,705
693	NEW SCREW 730T	07/31/2005	200DB	7.00	HY	17	8,946				8,946	8,946		0.	8,946
694	GRANULATOR	07/31/2005	200DB	7.00	HY	17	3,944				3,944	3,944		0.	3,944
Asset No.	Description	Date Acquired	Method	Life	C onv		Unadjusted Cost Or	Bus %	Section 179	R [°] on In educti	Basis For Depreciatio	Beginning Accumulated	Current Sec 179	Current Year Deduction	Ending Accumulated
695	HOT RUNNER SYSTEM	07/31/2005	200DB	7 00	HY	NT 1	7,930	Excl	Expanse	Basis	7,930	Depreciation 7,930	Expense	0.	Depreciation 7,930
	SCREW		200DB		НҮ	17	4,228				4,228	4,228		0.	4,228
697	PARTS FOR ARBURG		200DB		НҮ	17								0.	
	SCREW	01/31/2006			НҮ		1,465				1,465	1,465			1,465
	CHOPPER		200DB				856.				856.	856.		0.	856.
699		03/31/2006	200DB		HY		4,781				4,781	4,781		0.	4,781
	CHAIN HOIST	03/31/2006	200DB		HY		257.				257.	257.		0.	257.
701	CONTROLLER	03/31/2006	200DB		HY		3,452		298.		3,154	3,154		0.	3,154
702		08/31/2006	200DB		HY		2,958		2,958					0.	
703	CONTROL BOARD DRYER	09/30/2006	200DB		HY	17	1,350		1,350					0.	
704	SPRUE PICKER	12/31/2006	200DB	7.00	HY	17	13,189		13,189					0.	
705	HYDRAULIC PUMP	02/28/2007	200DB	7.00	HY	17	20,073		20,073					0.	
706	WATER CHILLER	10/15/2000	200DB	7.00	HY	17	16,384				16,384	16,384		0.	16,384
707	1400 GAL POLY TANK	10/15/2000	200DB	7.00	HY	17	12,375				12 , 375	12,375		0.	12,375
708	200 GAL POLY TANK	10/15/2000	200DB	7.00	HY	17	8,251				8,251	8,251		0.	8,251
709	CHEMICAL FEED PUMP	10/15/2000	200DB	7.00	HY	17	3,070				3,070	3,070		0.	3,070
710	AIR COMPRESSOR /DRYER	10/15/2000	200DB	7.00	HY	17	8,400				8,400	8,400		0.	8,400
711	3 TON LP LIFT TRUCK	10/15/2000	200DB	7.00	HY	17	11 , 332				11 , 332	11,332		0.	11,332
713	STRETCH WRAP MACHINE		200DB		HY		5,485				5,485	5,485		0.	5,485
Asset No.	Description	Date Acquired	Method	Life	0.0.1		Unadjusted Cost Or	Bus % Excl	Section 179	educti	Basis For Depreciatio	Beginning Accumulated Depreciation	Current Sec 179 Expense	Current Year Deduction	Ending Accumulated Depreciation
714	CHILLER REFURBISHING	12/31/2002	200DB	7.00	HY	NI 1	2,421	LAG	Evnanca	Basis	2,421	2,421	Expense	0.	2,421
	WEIGHT ACTIVATED CONE	02/28/2003			HY		4,800				4,800	4,800		0.	4,800
	WEIGHING SCALE		200DB		HY		2,261				2,261	2,261		0.	2,261
	IQMS REAL TIME	10/31/2003			НҮ		11,974				11,974	11,974		0.	11,974
	20T PROCESS CHILLER		200DB		нү		4,841				4,841	4,841		0.	4,841
	INDEXING UNIT	09/30/2004			НҮ	17	15,802				15,802	15,802		0.	15,802
	MATERIAL BLENDING EQ		200DB		нү	17	10,504				10,504	10,504		0.	10,504
	COOLING TOWER/CHILLER	07/31/2005			НҮ		13,225				13,225	13,225		0.	13,225
721	PUMP	07/31/2005			НҮ										
		01/31/2005			HY		4,299				4,299	4,299		0.	4,299
	IQMS REAL TIME HARDWARE						1,408				1,408	1,408		0.	1,408
	COOLING TOWER		200DB		HY		3,002			a (a)	3,002	3,002		0.	3,002
	MACHINE PARTS DEMAG & XALLOY SCREWS	06/30/2008			HY		15,356			7,678	7,678	7,678		0.	7,678
19520	AND BARRELS	06/30/2008			HY		32,543			16,272	16,271	16,271		0.	16,271
	BALANCE TECHNLOGY INC	06/30/2008			HY		17,002			8,501	8,501	8,501		0.	8,501
19522	MOLD - 3493	04/30/2008	200DB	3.00	HY	17	15,000			7,500	7,500	7,500		0.	7,500

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 219 of 253

19523	MOLD - 3494-2	04/30/2008	200DB	3 00	HY	17 3,300			1,650	1,650	1,650		0.	1,650
	MOLD - 3406	04/30/2008			НҮ				460.	460.	460.		0.	460.
	MOLD-3376	04/30/2008			НҮ				205.	205.	205.		0.	205.
Asset	Description	Date	Method	Life	c	Li Unadjusted	Bus	Section	R on In	Basis For	Beginning	Current Sec	Current Year	Ending
No.	ľ	Acquired			onv	ne Cost Or	% Excl	179	educti Basis	Depreciatio	Accumulated Depreciation	179 Expense	Deduction	Accumulated Depreciation
19526	MOLD - 3435	04/30/2008	200DB	3.00	HY	¹⁷ 860.		- Shonga	430.	430.	430.		0.	430.
19527	MOLD - 3494-1	04/30/2008	200DB	3.00	HY	17 1,420			710.	710.	710.		0.	710.
19528	MOLD - 3404	04/30/2008	200DB	3.00	HY	17 600.			300.	300.	300.		0.	300.
19529	MOLD - 3382	04/30/2008	200DB	3.00	HY	17 2,900			1,450	1,450	1,450		0.	1,450
19530	MOLD - 1728	04/30/2008	200DB	3.00	HY	17 2,350			1,175	1,175	1,175		0.	1,175
19531	MOLD - 3431	04/30/2008	200DB	3.00	HY	¹⁷ 7,500			3 , 750	3 , 750	3,750		0.	3,750
19532	MOLD - 2670-2	04/30/2008	200DB	3.00	HY	¹⁷ 6 , 900			3,450	3 , 450	3,450		0.	3,450
19533	MOLD - 3539	04/30/2008	200DB	3.00	HY	17 120.			60.	60.	60.		0.	60.
	MOLD - 3549	04/30/2008	200DB	3.00	HY	17 110.			55.	55.	55.		0.	55.
19535	MOLD - 3538	04/30/2008			HY				55.	55.	55.		0.	55.
	MOLD - 3541	04/30/2008			НҮ				60.	60.	60.		0.	60.
	MOLD - 3541	04/30/2008			НҮ				55.	55.	55.		0.	55.
	MOLD - 3543 MOLD - 3404	04/30/2008			НҮ				900.	900.	900.		0.	900.
	MOLD - 3404	04/30/2008			HY				2,150	2,150	2,150		0.	2,150
	MOLD - 3404	04/30/2008			HY				2,320	2,320	2,320		0.	2,320
	MOLD - 3431	04/30/2008			HY	¹⁷ 1,650			825.	825.	825.		0.	825.
19542	DEMAG & XALLOY SCREWS	07/31/2008	200DB	7.00	HY	17 13,213			6,607	6,606	6,606		0.	6,606
19545	DEMAG & XALLOY SCREWS AND BARRELS	07/31/2008 Date	200DB	7.00	HY	¹⁷ 13,125	Bus	C	6,563	6,562	6,562 Beginning	Current Sec	0.	6,562 Ending
Asset No.	Description	Acquired	Method	Life	onv	Li Unadjusted ne Cost Or	% Excl	Section 179	R [°] on In educti Basis	Basis For Depreciatio	Accumulated Depreciation	179 Expense	Current Year Deduction	Accumulated Depreciation
19549	BTI BALANCE MACHINE	01/31/2010	200DB	7.00	HY	17 251,031		251,031					0.	
19551	SERVER	01/31/2010	200DB	5.00	HY	¹⁷ 9 , 806		9,806					0.	
19552	SCREW AND BARREL	01/31/2010	200DB	7.00	HY	¹⁷ 6,506		6,506					0.	
19553	STAGE HEATERS (2)	06/30/2010	200DB	7.00	HY	4,034		4,034					0.	
19554	VAN DORN MACHINES 50 & 51	06/30/2010	200DB	7.00	HY	17 23,490		23,490					0.	
19555	COMPRESSOR	06/30/2010	200DB	7.00	HY	17 5,123		5,123					0.	
19558	VICKERS PISTON PUMP AND	02/28/2011	200DB	7.00	HY	17 4,019			4,019				0.	
19559	VANE PUMP VAN DORN BARREL AND COMP	03/31/2011			HY	¹⁷ 5,158			5,158				0.	
19560	PARTS DEMAG SCREW FOR 4300 INJ	07/31/2011			HY	¹⁷ 10,726			10,726				0.	
19561	UNIT WEBER GEAR AND BEARING	10/31/2011			HY				4,131				0.	
19562	VAN DORN SCREWS AND 40MM	10/31/2011			НҮ				4,592				0.	
19563	STA REFURBISHMENT LRS & HTS	02/28/2011			HY				3,312				0.	
	ECO 100. 120. 160 PART DIVERTERS	03/31/2012			HY			4,924					0.	
	TRANE CHILLER MODEL	04/30/2012			НҮ			10,150					0.	
	VALVES	09/30/2012						8,084					0.	
	PUMP	02/28/2012			НҮ	¹⁷ 26,610		26,610					0.	
	BARREL & SCREW #30	04/30/2013			MQ			20,010	2,348	2,348	1,364		281.	1,645
19569	VAN DORN SCREW & BARREL	04/30/2013			MQ				3,040	3,040	1,766		364.	2,130
Asset	#34 Description	Date	Method		c	Li Unadjusted	Bus	Section	R on In	Basis For	Beginning	Current Sec		Ending
No.		Acquired			onv	ne Cost Or	% Excl	179 Exponse	educti Basis	Depreciatio	Accumulated Depreciation	179 Expense	Deduction	Accumulated Depreciation
19570	BARREL & SCREW #31	04/30/2013	200DB	7.00	MQ	17 5,146			2,573	2,573	1,494		308.	1,802
19571	REFURB BOSCH-REXROTH PROP SERVO SOL VALVE #31	05/31/2013	200DB	7.00	MQ	¹⁷ 7,560			3,780	3,780	2,196		453.	2,649
19572	REFURB CONTROL VALVE	05/31/2013	200DB	7.00	MQ	¹⁷ 4,636			2,318	2,318	1,347		277.	1,624
19573	REFURBISHMENT MACINE #52	05/31/2013	200DB	7.00	MQ	3,934			1,967	1,967	1,143		235.	1,378

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 220 of 253

		1		i i			ı	I	i	1	1	ı	1		
19574	REFURBISHMENT SERVO SOL VALVE #41	10/31/2013	200DB	7.00	MQ	17	5,344			2,672	2,672	1,357		376.	1,733
19575	EL DISPLAY #43	10/31/2013	SL	3.00		16	3,842			1,921	1,921	1,440		481.	1,921
19576	REFURB #12	10/31/2013	200DB	7.00	MQ	17	2,770			1,385	1,385	704.		195.	899.
19577	MACHINE LOADER	10/31/2013	200DB	7.00	MQ	17	3,366			1,683	1,683	855.		237.	1,092
19578	3TON AIR COOLED CHILLER	11/20/2013	200DB	7.00	MQ	17	4,397			2,199	2,198	1,117		309.	1,426
19579	3TON AIR COOLED CHILLER	11/20/2013	200DB	7.00	MQ	17	4,397			2,199	2,198	1,117		309.	1,426
19580	REFURBISHMENT VICKER RH	12/11/2013	200DB	7.00	MQ	17	2,349			1,175	1,174	596.		165.	761.
19581	PISTON PUMP MOLDING MACHINE #54	12/30/2013	200DB	7.00	MQ	17	167,575			83,788	83,787	42,565		11,778	54,343
19582	MOLDING MACHINE #53	12/30/2013	200DB	7.00	MQ	17	157,575			78,788	78,787	40,026		11,075	51,101
19583	COMPUTER UPGRADE ON	12/01/2013	200DB	5.00	MQ	17	7,710			3,855	3,855	2,537		527.	3,064
19584	BALANCER COMPUTER UPGRADE ON	12/01/2013	200DB	5.00	MQ	17	3,339			1,670	1,669	1,098		228.	1,326
	BALANCER PROP SERVO VALVE PRESS #49	01/28/2014				17	6,664		6,664	_,	_,	_,		0.	-,
	(2) FORKLIFTS	02/28/2014		7.00	НҮ	17	54,604		54,604					0.	
	HYDR PROP DIRECT VALVE	04/28/2014				17	7,552		7,552					0.	
Asset	Description		Method	Life	c	Li	Unadjusted	Bus	Section Section	R on In	Basis For	Beginning	Current Sec	Current Year	Ending
No.	I	Acquired			onv		Cost Or Pasis	% Excl	179 Exponso		Depreciatio	Accumulated Depreciation	179 Expense	Deduction	Accumulated Depreciation
19598	BEARING PRESS #12	07/18/2014	200DB	7.00	HY	17	12,739		12,739					0.	
19599	SCREW & BARREL PRESS #42	07/31/2014	200DB	7.00	HY	17	4,539		4,539					0.	
19601	HOT RUNNER NOZZLES	08/31/2014	200DB	7.00	HY	17	3,700		3,700					0.	
19606	329353 BRUENINGHAUS HYDROMATIK PUMP	10/31/2014	200DB	7.00	HY	17	4,495		4,495					0.	
19607	GRINDER	11/30/2014	200DB	7.00	HY	17	5,655		5,655					0.	
19608	(5) THERMOLATORS, KAEISER AIR COMPRESSOR, GUAGES	12/31/2014	200DB	7.00	HY	17	21,626		21,626					0.	
19609	CN VALVE	12/31/2014	200DB	7.00	HY	17	6,898		6,898					0.	
	* COGS TOTAL MACHINERY & EQUIPMENT						7,113,157		867,783	1,151,910	5,093,464	4,998,831		27,598	5,026,429
	TRANSPORTATION EQUIPMENT														
19602	2002 DODGE RAM 3500 PICK UP	03/13/2014	200DB	5.00	HY	21	8,900		8,900					0.	
19603	2007 GMC BOX TRUCK	05/31/2014	200DB	5.00	HY	21	15,955		11,160		4,795	1,918		1,151	3,069
	* COGS TOTAL						24,855		20,060		4,795	1,918		1,151	3,069
	TRANSPORTATION EQUIP LAND														
19002	LAND - TEC CENTER	12/15/2000	L				42,061				42,061			0.	
	* COGS TOTAL LAND						42,061				42,061	0.		0.	0.
	* GRAND TOTAL COGS DEPR &						10281901.		1248371.	2,136,167	6,897,363	5,559,137	347,998	571,639	5,782,778
	AMORT LESS: SEC 179 ALLOC TO													347,998	
	SHAREHOLDERS NET DEPRECIATION													223,641	
Asset	Description	Date	Method	Life			Unadjusted	Bus	Section		Basis For	Beginning	Current Sec	Current Year	Ending
No.		Acquired			0114	ne N	Cost Or Pagic	% Excl	179 Exponse	educti Basis	Depreciatio	Accumulated Depreciation	179 Expense	Deduction	Accumulated Depreciation
	CURRENT YEAR ACTIVITY														
	BEGINNING BALANCE						9,933,903		900,373	2,136,167	6,897,363	5,559,137			5,782,778
	ACQUISITIONS						347,998		347,998	0.	0.	0.			0.
	DISPOSITIONS						0.		0.	0.	0.	0.			0.
	ENDING BALANCE						10281901.		1248371.	2,136,167	6,897,363	5,559,137			5,782,778

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit Injectional Modeling/Bebook Other Based Physics Contemposites and the second se

Description	Manufacturer	Model#	Serial #
Balance Tester	BTI	H-10	So11248
Balance Tester	BTI	H-10 H-5	10832
Balance Tester Balance Tester	BTI BTI	H-10	S011250 10862
Balance Tester	BTI	H-10	S011249
Balance Tester	BTI	H5	10861
Balance Tester	BTI	H-10	11055
Balance Tester	BTI	P25FP	12098
Balance Tester	Hines	HVS50	6002-03
Balance Tester	Hines	HO-1	4001-01
Balance Tester	Hines	HO-1	4001-03
Balance Tester	Hines	H020	408614
Balance Tester	Hines	HO-1	40-01-04
Balance Tester	Hines	HO-1	4001-02
Balance Tester	HINES	H010MF	401005
Balance Tester	Hofmann	HPV-11	94/4/048
Balance Tester	Hofmann	HPV11	95/4/395
Balance Tester	Hofmann	HPV11	97/4/038
Balance Tester	Hofmann	HPV11	93/4/144
Mold Temperature Controller	Sterico	M9410-AX	76350
Mold Temperature Controller		TP1C4A1L0X_07_01	1.70E+05
Mold Temperature Controller		TP1C4A1L0X_07_03	274758
Mold Temperature Controller		TP1C4A1L0X_07_04	274778
Mold Temperature Controller		TP1C4A1L0X_07_02	316426
Mold Temperature Controller		TP1C4A1L0X_07_00	316428
Mold Temperature Controller		TP1C4A1L0X_07_04	316428
Mold Temperature Controller		TP1C4A1L0X_07_00	316429
Mold Temperature Controller		M2B-2010-C	3085874
Mold Temperature Controller		M2B-2010-C	30E5875
Mold Temperature Controller	Sterlco	M2B-2010-C	30G5568
Mold Temperature Controller	Sterlco	M2B-2010-C	30G5569
Mold Temperature Controller	Sterlco	M2B-2010-C	30G5570
Mold Temperature Controller	Sterlco	M2B2010-G	32D5664
Mold Temperature Controller	Sterlco	M2B2010-C	33H5650
Mold Temperature Controller	Sterlco	M2B2012-G	34J0639
Mold Temperature Controller	Sterlco	M2B2010-G	34M0909
Mold Temperature Controller	Sterling	SEU-C-9-4-2	36C1080
Grinder	Matsui (1-847-290-9680)	75.062549-01633	MD-SMGL2-200
Grinder	Matsui	75.062549-01632	MD-SMGL2-200
Grinder	Matsui	75.062549-01634	MD-SMGL2-200
Grinder	Matsui	75.062549-01625	MD-SMGL2-200
Grinder	Matsui	75.062549-01635	MD-SMGL2-200
Grinder	Matsui	75.062549-01071	MD-SMGL2-200
Grinder			
Grinder	Wittman	14087	
Grinder	Wittman	SJ914-WTM6905	JTU-2010
Grinder	Wittman	SJ914-WTM6897	JTU-2010
Grinder			
Grinder		99L03420	CG 1620
Grinder	Ball & Jewell	02H05143	MVP1016
Grinder	Ball & Jewell	99L03399	MVP1016
Grinder	Ball & Jewell	02H05142	MVP1016
Grinder	Nelmore	00F03937	MVP810
Grinder	Ball & Jewell	430590	MVP810
Grinder	Ball & Jewell	02H05145	MVP810
Grinder	Ball & Jewell	04G05904	MVP810

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit Injectional Mending Bebook Other Generation Statement State

Grinder	Nelmore	00F03936	MVP810
Grinder	Ball & Jewell	02H05144	MVP810
Grinder	Ball & Jewell	06C06447	MVP810
Grinder	Nelmore	00F03938	MVP810
Grinder	Ball & Jewell	06C06446	MVP814
Grinder	Strerling	06C06448	MVP814
Grinder	Strerling	6006497	
Grinder	Ball & Jewel	99N03420	CG1620
Grinder	Ball & Jewel	99L03443	CG812
Grinder	Ball & Jewel	97H00761	RBP18
Grinder	Ball & Jewel	04G05903	MVP810
Material Drier	ConAir	153051	CH18-4
Material Drier	ConAir	10319	SC30
Material Drier	ConAir	144304	SC30
Material Drier	ConAir	N/A	N/A
Material Drier	ConAir	131657	CS301
Material Drier	Novatec	10A2494-0288	N-50
Material Drier	Novatec	64369-2933	ND-50
Material Drier	Novatec	10A2549-0324	N-50
Material Drier	Novatec	10A2549-0323	N-50
Material Drier	Farragtech	1-1041-0207	CARS 70E
Material Drier	Sterling	34G0162	SDA-1000
Material Drier	Thoreson McCosh Inc. ConAir	8801064	TD90
Material Drier		154848	SC60
Material Drier	Con Air	D52829	DHE0048030010
Material Drier Material Drier	Con Air	D40842 Not Available	DBEH04S030000 C060
Material Drier	ConAir ConAir	148064	SC30
Material Drier	ConAir	148064	SC30
Material Drier	ConAir	2225	18000305
Material Drier	ConAir	5D1876	D200H611
Injection Molding Machine	Van Dorn	400 T	020011011
Injection Molding Machine	Van Dorn	300 T	
Injection Molding Machine	Van Dorn	230 T	
Injection Molding Machine	Van Dorn	170 T	
Injection Molding Machine	Van Dorn	170 T	
Injection Molding Machine	Van Dorn	120 T	
Injection Molding Machine	Van Dorn	120 T	
Injection Molding Machine	Van Dorn	120 T	
Injection Molding Machine	DeMag	100 T	
Injection Molding Machine	Van Dorn	500 T	
Injection Molding Machine	Demag	80 T	
Injection Molding Machine	Van Dorn	170 T	
Injection Molding Machine	Van Dorn	120 T	
Injection Molding Machine	Van Dorn	120 T	
Injection Molding Machine	Van Dorn	230 T	
Injection Molding Machine	Van Dorn	230 T	
Injection Molding Machine	Demag	80 T	
Injection Molding Machine	Van Dorn	120 T	
Injection Molding Machine	Van Dorn	230 T	
Injection Molding Machine	Van Dorn	230 T	
Injection Molding Machine	Arburg	220 T	2 shot
Injection Molding Machine	Van Dorn	170 T	
Injection Molding Machine	Van Dorn	170 T	
Injection Molding Machine	Van Dorn	120 T	
Injection Molding Machine	Van Dorn	120 T	
Injection Molding Machine	Van Dorn	85 T	

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit Injectional Modeling/Bebook Other Bigging Parts

Injection Molding Machine	Van Dorn	85 T		
Injection Molding Machine	Demag	66 T		
Injection Molding Machine	Van Dorn	66 T		
Injection Molding Machine	Van Dorn	400 T		
Injection Molding Machine	Van Dorn	85 T		
Injection Molding Machine	Arburg	270 T	2 shot	
Injection Molding Machine	Van Dorn	170 T		
Injection Molding Machine	Demag	90 T		
Injection Molding Machine	Haitian	410 T	2 shot	
Injection Molding Machine	Niigata	385 T		
Injection Molding Machine	Niigata	385 T		
Injection Molding Machine	Niigata	310 T		
Injection Molding Machine	Niigata	310 T		
Injection Molding Machine	Niigata	150 T		
Air Compressor	Ingersoll Rand			
Air Compressor	Delta			
AEC	Chiller, Tower, pump tar	nks		
Conair	Material Handling System	m		
Lift Trucks (2)	Electric			
Lift Trucks (1)	LP			
Lift Trucks (1)	Standup electric			
Robot 6 Axis	Yaskawa - Motoman	MH12		
Robot 6 Axis	Yaskawa - Motoman	MH12		
Robot 6 Axis	Yaskawa - Motoman	MH12		
Robot 6 Axis	Yaskawa - Motoman	MH12		
Robot 3 axis servo	Yushin	RCII-250D-19-13-13 Webliner Robot		
Robot 3 axis servo	Conair Sepro	S5-35 S3		21018
Robot Sprue Picker	Star			
Robot Sprue Picker	Star			
Robot 3 axis servo	Star	TWS-1800FMIII-4		Not in service
Robot 3 axis servo	Conair Sepro			Not in service
Robot Sprue Picker	Conair			
Robot Sprue Picker	Conair			
Robot Sprue Picker	Conair			

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit Injectional March Babara Other Babara Other Babara

- 1 AMROX 50 TON CAPACITY HYDRAULIC H-FRAME SHOP PRESS.
- 1 JET MODEL HBS-916 9" X 16" HORIZONTAL BANDSAW SERIAL NO. NOT AVAILABLE.
- 1 JET MODEL AND SERIAL NO. NOT AVAILABLE 12' PORTABLE GANTRY CRANE WITH JET 2 TON ELECTRIC POWERED CHAIN HOIST.
- CLARK MODEL ESM17 3,000 LB. CAPACITY ELECTRIC POWERED STANDUP RIDER FORKLIFT TRUCK SERIAL NO. ESM21500187790.
- 1 O.R. LASER MODEL BU120 WELDING LASER SERIAL NO. LS-RN-12060101 (2006) WITH LEICA MODEL KL1500LCD AND DUST COLLECTOR.
- 1 RONG FU MODEL MBS-92285B HORIZONTAL BANDSAW SERIAL NO. 952688.
- 1 NUMEREX MODEL 2840-18IIL COORDINATE MEASURING MACHINE SERIAL NO. CMM110401123. (NOT IN SERVICE AT TIME OF INSPECTION)
- 1 CINCINNATI SUB-ZERO MODEL ZH-32-3-3-H/AC ENVIRONMENTAL CHAMBER SERIAL NO. Z9822882 (1998).
- 1 THERMOTRON MODEL SM-8C ENVIRONMENTAL CHAMBER SERIAL NO. 540/29386RF.
- LOT MISCELLANEOUS PLANT MACHINERY AND EQUIPMENT INCLUDING BUT NOT LIMITED TO: WORKBENCHES, DIE RACKS, CHAINS, SLINGS, FILE CABINETS, LAYOUT TABLES, PART BINS, GRINDERS, SHOP FANS, PERSONAL COMPUTERS, DESKS, SHOP VACUUMS, CARTS, 2-DOOR CABINETS, SINGLE SPINDLE DRILLS, DOUBLE END GRINDERS, HAND AND POWER TOOLS, TOOLBOXES, TOOL CHEST, SURFACE PLATES, GAUGES, METERS, PALLET JACKS, PERISHABLE TOOLING, TOOL AND CUTTER GRINDERS, VISES, LADDERS, DOLLIES, TIME CLOCK, MISCELLANEOUS EQUIPMENT, ETC.

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 225 of 253

Schedule 2.1(f)

Assumed Contracts

Contracts

- 1. Business Service Order Agreement between Comcast Business and Tec-Air, Inc. dated June 15, 2015
- 2. Northern Indiana Public Service Company Agreement for Electric Service between Northern Indiana Public Service Company and Tec-Air, Inc. dated August 1, 2016
- 3. Economic Development Rider & Rate 624 Agreement between Northern Indiana Public Service Company and Tec-Air, Inc. dated November 12, 2015
- 4. Economic Development for a Growing Economy (EDGE) Tax Credit Agreement between the Indiana Economic Development Corporation and Tec-Air, Inc. dated January 22, 2014
- Indiana Economic Development Corporation Skills Enhancement Fund (SEF) Grant Agreement between the Indiana Economic Development Corporation and Tec-Air, Inc. dated January 22, 2014
- 6. Annual Maintenance Contract between IQMS Manufacturing ERP and Tec-Air, Inc. dated August 4, 2017
- Service Agreement between Impact Technology Solutions and Tec-Air, Inc. dated September 5, 2017
- 8. Fixed Payment Contract between H-O-H Water Technology, Inc. and Tec-Air, Inc. dated February 25, 2016
- 9. Service Agreement between Waste Management of Indiana, L.L.C. and Tec-Air, Inc. dated November 9, 2015

Equipment Leases/Leases of Personal Property

- 1. Single Sided Lease Agreement between Wells Fargo Equipment Finance, Manufacturer Services Group and Tec-Air, Inc. dated May 15, 2017
- 2. Image Management Agreement between Wells Fargo Financial Leasing, Inc. and Tec-Air, Inc. dated November 30, 2015
- 3. Motor Vehicle Lease Agreement Closed End between Fletcher Jones Audi Chicago and Tec-Air, Inc. dated November 22, 2014

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 226 of 253

Schedule 2.1(g)

Assumed Leases

- 1. Lease Agreement between Munster Development LLC and Rec-Air, Inc. dated October 2013
- 2. Lease Agreement between Prairie Square LLC and Tec-Air, Inc. dated September 19, 2017

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 227 of 253

Schedule 2.1(h)

<u>Permits</u>

City of Munster, Indiana business license

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 228 of 253

Schedule 2.2(l)

Customer Assets

See attached.

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 229 of 253

SUB ZERO FREEZER TA0878 06 AP FAN MOLD WHIRLPOOL CORPORATION TA0882 05 AP BW MOLD CALSONIC KANSEI NORTH AMERICA TA0893 09 AUTO BW MOLD MASTER APPLIANCE TA0914 07 AP IMP MOLD CALSONIC KANSEI NORTH AMERICA TA0933 09 AUTO BW MOLD BEROSTROM INC. TA1201 02 AG BW MOLD VALED NORTH AMERICA INC TA1221 09 AUTO BW MOLD CALSONIC KANSEI NORTH AMERICA TA1487 18 AUTO KINEMATIC MOLD CALSONIC KANSEI NORTH AMERICA TA1487 18 AUTO KINEMATIC MOLD CALSONIC KANSEI NORTH AMERICA TA1539 18 AUTO KINEMATIC MOLD CALSONIC KANSEI NORTH AMERICA TA1593 09 AUTO BW MOLD CALSONIC KANSEI NORTH AMERICA TA1593 09 AUTO BW MOLD CALSONIC KANSEI NORTH AMERICA TA1593 09 AUTO BW MOLD CALSONIC KANSEI NORTH	Customer	Item Number	Pr Code	Description	
CALSONIC KANSEI NORTH AMERICATA089309AUTO BWMOLDMASTER APPLIANCETA091407AP IMPMOLDCALSONIC KANSEI NORTH AMERICATA0953	SUB ZERO FREEZER	TA0878	06	AP FAN	MOLD
MASTER APPLIANCETA091407AP IMPMOLDCALSONIC KANSEI NORTH AMERICATA0953MOLDBERGSTROM INC.TA120102A G BWMOLDVALEO NORTH AMERICATA120709AUTO BWMOLDVALEO NORTH AMERICA INCTA1224.209AUTO KINEMATICMOLDCALSONIC KANSEI NORTH AMERICATA149718AUTO KINEMATICMOLDCALSONIC KANSEI NORTH AMERICATA149718AUTO KINEMATICMOLDCALSONIC KANSEI NORTH AMERICATA153918AUTO KINEMATICMOLDCALSONIC KANSEI NORTH AMERICATA154118AUTO KINEMATICMOLDCALSONIC KANSEI NORTH AMERICATA159309AUTO BWMOLDGE APPLIANCETA1508.406AP FANMOLDGE APPLIANCETA1602.306AP FANMOLDGE APPLIANCETA1660.2MOLDMOLDMOLDGE APPLIANCETA1662.7MOLDMOLDMOLDGE APPLIANCETA1662.7MOLDMOLDMOLDGE APPLIANCETA1662.7MOLDMOLDMOLDGE APPLIANCETA1662.7MOLDMOLDMOLDGE APPLIANCETA1662.7MOLDMOLDGE APPLIANCETA1662.7MOLDMOLDGE APPLIANCETA1662.7MOLDMOLDGE APPLIANCETA1662.7MOLDGE APPLIANCETA1662.7MOLDGE APPLIANCETA1602.7MOLDGE APPLIANCETA1602.7MOLD <td>WHIRLPOOL CORPORATION</td> <td>TA0882</td> <td>05</td> <td>AP BW</td> <td>MOLD</td>	WHIRLPOOL CORPORATION	TA0882	05	AP BW	MOLD
CALSONIC KANSEI NORTH AMERICATA0953MOLDBERGSTROM INC.TA120102AG BWMOLDBERGSTROM INC.TA120709AUTO BWMOLDVALEO NORTH AMERICA INCTA1224.209AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA148718AUTO KINEMATICMOLDCALSONIC KANSEI NORTH AMERICATA153918AUTO KINEMATICMOLDCALSONIC KANSEI NORTH AMERICATA154118AUTO KINEMATICMOLDCALSONIC KANSEI NORTH AMERICATA159309AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA159309AUTO BWMOLDGE APPLIANCETA1660.206AP FANMOLDGE APPLIANCETA1600.306AP FANMOLDGE APPLIANCETA1660.206AP FANMOLDGE APPLIANCETA1602.306AP FANMOLDGE APPLIANCETA1602.306AP FANMOLDGE APPLIANCETA1602.4MOLDMOLDMOLDGE APPLIANCETA160.2MOLDMOLDMOLDGE APPLIANCETA162.7MOLDMOLDGE APPLIANCETA173009AUTO BWMOLDGE APPLIANCETA1728.206AP FANMOLDGE APPLIANCETA1728.2MOLDMOLDMOLDGALSONIC KANSEI NORTH AMERICATA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA1736MOLDMOLDMOLDCALSONIC KANSEI NORTH	CALSONIC KANSEI NORTH AMERICA	TA0893	09	AUTO BW	MOLD
BERGSTROM INC.TA120102AG BWMOLDBERGSTROM INC.TA120709AUTO BWMOLDVALEO NORTH AMERICA INCTA1224.209AUTO KIWMOLDCALSONIC KANSEI NORTH AMERICATA149718AUTO KINEMATICMOLDCALSONIC KANSEI NORTH AMERICATA153918AUTO KINEMATICMOLDCALSONIC KANSEI NORTH AMERICA, INCTA154118AUTO KINEMATICMOLDCALSONIC KANSEI NORTH AMERICATA159309AUTO BWMOLDGE APPLIANCETA1593.406AP FANMOLDGE APPLIANCETA1602.306AP FANMOLDGE APPLIANCETA1660.2MOLDMOLDMOLDGE APPLIANCETA1662.3WOLDMOLDMOLDGE APPLIANCETA1662.72MOLDMOLDMOLDGE APPLIANCETA171006AP FANMOLDGE APPLIANCETA1728.206AP FANMOLDGE APPLIANCETA173509AUTO BWMOLDGE APPLIANCETA173509AUTO BWMOLDGE APPLIANCETA173509AUTO BWMOLDGE APPLIANCETA173509AUTO BWMOLDGALSONIC KANSEI NORTH AMERICATA173509AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173509AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173509AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA2192MOLDMOLD <td>MASTER APPLIANCE</td> <td>TA0914</td> <td>07</td> <td>AP IMP</td> <td>MOLD</td>	MASTER APPLIANCE	TA0914	07	AP IMP	MOLD
BERGSTROM INC.TA120709AUTO BWMOLDVALEO NORTH AMERICA INCTA1224.209AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA148718AUTO KINEMATICMOLDCALSONIC KANSEI NORTH AMERICATA143718AUTO KINEMATICMOLDCALSONIC KANSEI NORTH AMERICATA153918AUTO KINEMATICMOLDCALSONIC KANSEI NORTH AMERICATA159309AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA159309AUTO BWMOLDGE APPLIANCETA1698.406AP FANMOLDGE APPLIANCETA1602.306AP FANMOLDGE APPLIANCETA1660.2MOLDMOLDMOLDGE APPLIANCETA1662.3MOLDMOLDMOLDGE APPLIANCETA171006AP FANMOLDGE APPLIANCETA172.209AUTO BWMOLDGE APPLIANCETA173109AUTO BWMOLDGE APPLIANCETA173509AUTO BWMOLDGE APPLIANCETA173509AUTO BWMOLDGE APPLIANCETA17309AUTO BWMOLDGE APPLIANCETA17309AUTO BWMOLDGE APPLIANCETA17309AUTO BWMOLDGE APPLIANCETA17309AUTO BWMOLDGE APPLIANCETA17309AUTO BWMOLDGE APPLIANCETA17309AUTO BWMOLDGE APPLIANCETA17309 <td>CALSONIC KANSEI NORTH AMERICA</td> <td>TA0953</td> <td></td> <td></td> <td>MOLD</td>	CALSONIC KANSEI NORTH AMERICA	TA0953			MOLD
VALEO NORTH AMERICA INCTA1224.209AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA148718AUTO KINEMATICMOLDCALSONIC KANSEI NORTH AMERICATA153918AUTO KINEMATICMOLDCALSONIC KANSEI NORTH AMERICATA153118AUTO KINEMATICMOLDCALSONIC KANSEI NORTH AMERICATA1565.509AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA159309AUTO BWMOLDGE APPLIANCETA1598.406AP FANMOLDGE APPLIANCETA1602.306AP FANMOLDGE APPLIANCETA1602.306AP FANMOLDGE APPLIANCETA1660.2MOLDMOLDMOLDGE APPLIANCETA1662.3MOLDMOLDMOLDGE APPLIANCETA1662.3MOLDMOLDMOLDGE APPLIANCETA1662.4MOLDMOLDMOLDGE APPLIANCETA171006AP FANMOLDGE APPLIANCETA1728.206AP FANMOLDCALSONIC KANSEI NORTH AMERICATA173509AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA2186MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2187MOLDCALSONIC KANSEI NORTH AMERICATA2187MOLDCALSONIC KANSEI NORTH AMERICATA2307MOLDVALEO NORTH AMERICA INCTA2307MOLDVALEO NORTH AMERICA INCTA2307 <td>BERGSTROM INC.</td> <td>TA1201</td> <td>02</td> <td>AG BW</td> <td>MOLD</td>	BERGSTROM INC.	TA1201	02	AG BW	MOLD
CALSONIC KANSEI NORTH AMERICATA148718AUTO KINEMATICMOLDCALSONIC KANSEI NORTH AMERICATA153918AUTO KINEMATICMOLDCALSONIC NORTH AMERICA, INCTA154118AUTO KINEMATICMOLDTERNES PROCUREMENT SERVICESTA1565.509AUTO BWMOLDGE APPLIANCETA1593.406AP FANMOLDGE APPLIANCETA1602.306AP FANMOLDGE APPLIANCETA1660.2MOLDMOLDMOLDGE APPLIANCETA1662.3MOLDMOLDMOLDGE APPLIANCETA1662.72MOLDMOLDGE APPLIANCETA171006AP FANMOLDGE APPLIANCETA162.3MOLDMOLDMOLDGE APPLIANCETA162.3MOLDMOLDMOLDGE APPLIANCETA162.7MOLDMOLDGE APPLIANCETA171006AP FANMOLDGE APPLIANCETA1728.206AP FANMOLDGE APPLIANCETA173109AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173509AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA2186MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2186MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2186MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2303MOLDMOLDVALEO NORTH AMERICA INCTA2307M	BERGSTROM INC.	TA1207	09	AUTO BW	MOLD
CALSONIC KANSEI NORTH AMERICATA153918AUTO KINEMATICMOLDCALSONIC NORTH AMERICA, INCTA154118AUTO EWMOLDTRENES PROCUREMENT SERVICESTA1665.509AUTO EWMOLDCALSONIC KANSEI NORTH AMERICATA159309AUTO BWMOLDGE APPLIANCETA1602.306AP FANMOLDGE APPLIANCETA1602.306AP FANMOLDGE APPLIANCETA1660.2WOLDMOLDMOLDGE APPLIANCETA1662.306AP FANMOLDGE APPLIANCETA1662.3MOLDMOLDMOLDGE APPLIANCETA1662.4WOLDMOLDMOLDGE APPLIANCETA1662.72MOLDMOLDMOLDGE APPLIANCETA171006AP FANMOLDGE APPLIANCETA1728.206AP FANMOLDGE APPLIANCETA173509AUTO BWMOLDGE APPLIANCETA173609AUTO BWMOLDGE APPLIANCETA173609AUTO BWMOLDGE APPLIANCETA173609AUTO BWMOLDGE APPLIANCETA173609AUTO BWMOLDGE APPLIANCETA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA2192MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2192MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2304MOL	VALEO NORTH AMERICA INC	TA1224.2	09	AUTO BW	MOLD
CALSONIC NORTH AMERICA , INCTA154118AUTO KINEMATICMOLDTERNES PROCUREMENT SERVICESTA1565.509AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA159309AUTO BWMOLDGE APPLIANCETA1698.406AP FANMOLDGE APPLIANCETA1602.306AP FANMOLDGE APPLIANCETA1660.2MOLDMOLDMOLDGE APPLIANCETA1662.3MOLDMOLDMOLDGE APPLIANCETA1662.7MOLDMOLDGE APPLIANCETA17006AP FANMOLDGE APPLIANCETA178.206AP FANMOLDGE APPLIANCETA178.206AP FANMOLDGE APPLIANCETA178.206AP FANMOLDGE APPLIANCETA178.206AP FANMOLDGE APPLIANCETA173109AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173509AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA209611AUTO ECFMOLDCALSONIC KANSEI NORTH AMERICATA2187MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2187MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2303'''''''''''''''''''''''''''''''''	CALSONIC KANSEI NORTH AMERICA	TA1487	18	AUTO KINEMATIC	MOLD
TERNES PROCUREMENT SERVICESTA1565.509AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA159309AUTO BWMOLDGE APPLIANCETA1502.306AP FANMOLDGE APPLIANCETA1602.306AP FANMOLDGE APPLIANCETA160006AP FANMOLDGE APPLIANCETA1660.2MOLDMOLDMOLDGE APPLIANCETA1662.72MOLDMOLDGE APPLIANCETA171006AP FANMOLDGE APPLIANCETA1728.206AP FANMOLDGE APPLIANCETA173109AUTO BWMOLDGE APPLIANCETA173609AUTO BWMOLDGE APPLIANCETA173609AUTO BWMOLDGE APPLIANCETA173609AUTO BWMOLDGE APPLIANCETA173609AUTO BWMOLDGE APPLIANCETA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA2186MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2187MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2192MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2192MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2192MOLDMOLDVALEO NORTH AMERICA INCTA2304MOLDMOLDVALEO NORTH AMERICA INCTA2307MOLDMOLDVALEO NORTH AMERICA INC<	CALSONIC KANSEI NORTH AMERICA	TA1539	18	AUTO KINEMATIC	MOLD
CALSONIC KANSEI NORTH AMERICATA159309AUTO BWMOLDGE APPLIANCETA1598.406AP FANMOLDGE APPLIANCETA1602.306AP FANMOLDGE APPLIANCETA1600.006AP FANMOLDGE APPLIANCETA1660.2MOLDMOLDGE APPLIANCETA1662.3MOLDMOLDGE APPLIANCETA1662.7MOLDMOLDGE APPLIANCETA171006AP FANMOLDGE APPLIANCETA1728.206AP FANMOLDGE APPLIANCETA173509AUTO BWMOLDGE APPLIANCETA173609AUTO BWMOLDGE APPLIANCETA173509AUTO BWMOLDGE APPLIANCETA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA2186MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2187MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2303MOLDMOLDVALEO NORTH AMERICA INCTA2307MOLDMOLDVALEO NORTH AMERICA INCTA2307MOLDMOLDVALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2314MOLD	CALSONIC NORTH AMERICA , INC	TA1541	18	AUTO KINEMATIC	MOLD
GE APPLIANCETA1598.406AP FANMOLDGE APPLIANCETA1602.306AP FANMOLDGE APPLIANCETA166006AP FANMOLDGE APPLIANCETA1660.2MOLDMOLDGE APPLIANCETA1662.3MOLDGE APPLIANCETA1662.72MOLDGE APPLIANCETA170206AP FANGE APPLIANCETA1728.206AP FANMOLDGE APPLIANCETA173509AUTO BWMOLDGE APPLIANCETA173509AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA1289.2MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2186MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2186MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2186MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2192MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2303MOLDMOLDVALEO NORTH AMERICA INCTA2305MOLDMOLDVALEO NORTH AMERICA INCTA2306MOLDMOLDVALEO NORTH AMERICA INCTA2307MOLDVALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2307MOLDVALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2306MOLDVALEO NORT	TERNES PROCUREMENT SERVICES	TA1565.5	09	AUTO BW	MOLD
GE APPLIANCETA1602.306AP FANMOLDGE APPLIANCETA166006AP FANMOLDGE APPLIANCETA1660.2MOLDGE APPLIANCETA1662.3MOLDGE APPLIANCETA1662.F2MOLDGE APPLIANCETA171006AP FANMOLDGE APPLIANCETA1728.206AP FANMOLDGE APPLIANCETA173509AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173509AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA1289.2MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2186MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2186MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2186MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2187MOLDMOLDVALEO NORTH AMERICA INCTA2303MOLDMOLDVALEO NORTH AMERICA INCTA2304MOLDMOLDVALEO NORTH AMERICA INCTA2307MOLDVALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2309MOLDVALEO NORTH AMERICA INCTA2304MOLDVALEO NORTH AMERICA INCTA2307MOLDVALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2309MOLDVALEO NORTH AMERICA INC<	CALSONIC KANSEI NORTH AMERICA	TA1593	09	AUTO BW	MOLD
GE APPLIANCETA166006AP FANMOLDGE APPLIANCETA1660.2MOLDGE APPLIANCETA1662.3MOLDGE APPLIANCETA1662.F2MOLDGE APPLIANCETA171006AP FANGE APPLIANCETA1728.206AP FANGE APPLIANCETA173109AUTO BWGE APPLIANCETA173509AUTO BWGE APPLIANCETA173609AUTO BWGALSONIC KANSEI NORTH AMERICATA173609AUTO BWCALSONIC KANSEI NORTH AMERICATA173609AUTO BWCALSONIC KANSEI NORTH AMERICATA173609AUTO EVCALSONIC KANSEI NORTH AMERICATA1286MOLDCALSONIC KANSEI NORTH AMERICATA2186MOLDCALSONIC KANSEI NORTH AMERICATA2187MOLDCALSONIC KANSEI NORTH AMERICATA2187MOLDCALSONIC KANSEI NORTH AMERICATA2303MOLDVALEO NORTH AMERICA INCTA2304MOLDVALEO NORTH AMERICA INCTA2307MOLDVALEO NORTH AMERICA INCTA2307MOLDVALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2309MOLDVALEO NORTH AMERICA INCTA2309MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2317MOLD	GE APPLIANCE	TA1598.4	06	AP FAN	MOLD
GE APPLIANCETA1660.2MOLDGE APPLIANCETA1662.3MOLDGE APPLIANCETA1662.F2MOLDGE APPLIANCETA171006AP FANGE APPLIANCETA1728.206AP FANGE APPLIANCETA1728.206AP FANGE APPLIANCETA173509AUTO BWGE APPLIANCETA173509AUTO BWCALSONIC KANSEI NORTH AMERICATA173609AUTO BWCALSONIC KANSEI NORTH AMERICATA1989.2MOLDCALSONIC NORTH AMERICATA218611AUTO ECFCALSONIC KANSEI NORTH AMERICATA2187MOLDCALSONIC KANSEI NORTH AMERICATA2187MOLDCALSONIC KANSEI NORTH AMERICATA2303MOLDCALSONIC KANSEI NORTH AMERICATA2304MOLDCALSONIC KANSEI NORTH AMERICATA2304MOLDCALSONIC KANSEI NORTH AMERICATA2304MOLDCALSONIC KANSEI NORTH AMERICATA2305MOLDVALEO NORTH AMERICA INCTA2307MOLDVALEO NORTH AMERICA INCTA2307MOLDVALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2309MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2314MOLD	GE APPLIANCE	TA1602.3	06	AP FAN	MOLD
GE APPLIANCETA1662.3MOLDGE APPLIANCETA1662.F2MOLDGE APPLIANCETA171006AP FANMOLDGE APPLIANCETA1728.206AP FANMOLDTERNES PROCUREMENT SERVICESTA173109AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173509AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA1286WOLDMOLDCALSONIC KANSEI NORTH AMERICATA2186WOLDMOLDCALSONIC KANSEI NORTH AMERICATA2187MOLDCALSONIC KANSEI NORTH AMERICATA2187MOLDCALSONIC KANSEI NORTH AMERICATA2192MOLDVALEO NORTH AMERICA INCTA2304MOLDVALEO NORTH AMERICA INCTA2305MOLDVALEO NORTH AMERICA INCTA2307MOLDVALEO NORTH AMERICA INCTA2307MOLDVALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2309MOLDVALEO NORTH AMERICA INCTA2304MOLDVALEO NORTH AMERICA INCTA2305MOLDVALEO NORTH AMERICA INCTA2307MOLDVALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2309MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2	GE APPLIANCE	TA1660	06	AP FAN	MOLD
GE APPLIANCETA1662.F2MOLDGE APPLIANCETA171006AP FANMOLDGE APPLIANCETA1728.206AP FANMOLDTERNES PROCUREMENT SERVICESTA173109AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173509AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA209611AUTO ECFMOLDCALSONIC KANSEI NORTH AMERICATA2186MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2187MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2192MOLDMOLDVALEO NORTH AMERICA INCTA2303MOLDMOLDVALEO NORTH AMERICA INCTA2304MOLDMOLDVALEO NORTH AMERICA INCTA2307MOLDMOLDVALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2317MOLD	GE APPLIANCE	TA1660.2			MOLD
GE APPLIANCETA171006AP FANMOLDGE APPLIANCETA1728.206AP FANMOLDTERNES PROCUREMENT SERVICESTA173109AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173509AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA209611AUTO ECFMOLDCALSONIC KANSEI NORTH AMERICATA2186MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2187MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2192MOLDMOLDVALEO NORTH AMERICA INCTA2303MOLDMOLDVALEO NORTH AMERICA INCTA2304MOLDMOLDVALEO NORTH AMERICA INCTA2307MOLDMOLDVALEO NORTH AMERICA INCTA2308MOLDMOLDVALEO NORTH AMERICA INCTA2308MOLDMOLDVALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2317MOLD	GE APPLIANCE	TA1662.3			MOLD
GE APPLIANCETA1728.206AP FANMOLDTERNES PROCUREMENT SERVICESTA173109AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173509AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA1989.2MOLDMOLDCALSONIC NORTH AMERICA, INCTA209611AUTO ECFMOLDCALSONIC KANSEI NORTH AMERICATA2186MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2187MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2187MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2192MOLDMOLDVALEO NORTH AMERICA INCTA2303MOLDMOLDVALEO NORTH AMERICA INCTA2304MOLDMOLDVALEO NORTH AMERICA INCTA2307MOLDVALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2309MOLDVALEO NORTH AMERICA INCTA2309MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2317MOLD	GE APPLIANCE	TA1662.F2			MOLD
TERNES PROCUREMENT SERVICESTA173109AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173509AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA1989.2MOLDCALSONIC NORTH AMERICA, INCTA209611AUTO ECFMOLDCALSONIC KANSEI NORTH AMERICATA2186MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2187MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2192MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2303MOLDMOLDVALEO NORTH AMERICA INCTA2304MOLDMOLDVALEO NORTH AMERICA INCTA2305MOLDMOLDVALEO NORTH AMERICA INCTA2307MOLDMOLDVALEO NORTH AMERICA INCTA2308MOLDMOLDVALEO NORTH AMERICA INCTA2308MOLDMOLDVALEO NORTH AMERICA INCTA2309MOLDMOLDVALEO NORTH AMERICA INCTA2309MOLDMOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2317MOLD	GE APPLIANCE	TA1710	06	AP FAN	MOLD
CALSONIC KANSEI NORTH AMERICATA173509AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA1989.2MOLDCALSONIC NORTH AMERICA , INCTA209611AUTO ECFMOLDCALSONIC KANSEI NORTH AMERICATA2186MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2186MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2192MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2192MOLDMOLDVALEO NORTH AMERICA INCTA2303MOLDMOLDVALEO NORTH AMERICA INCTA2304MOLDMOLDVALEO NORTH AMERICA INCTA2307MOLDMOLDVALEO NORTH AMERICA INCTA2308MOLDMOLDVALEO NORTH AMERICA INCTA2308MOLDMOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2314MOLD	GE APPLIANCE	TA1728.2	06	AP FAN	MOLD
CALSONIC KANSEI NORTH AMERICATA173609AUTO BWMOLDCALSONIC KANSEI NORTH AMERICATA1989.2MOLDMOLDCALSONIC NORTH AMERICA, INCTA209611AUTO ECFMOLDCALSONIC KANSEI NORTH AMERICATA2186MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2187MOLDMOLDCALSONIC KANSEI NORTH AMERICATA2192MOLDMOLDVALEO NORTH AMERICA INCTA2303MOLDMOLDVALEO NORTH AMERICA INCTA2304MOLDMOLDVALEO NORTH AMERICA INCTA2305MOLDVALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2309MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2317MOLD	TERNES PROCUREMENT SERVICES	TA1731	09	AUTO BW	MOLD
CALSONIC KANSEI NORTH AMERICATA1989.2MOLDCALSONIC NORTH AMERICA, INCTA209611AUTO ECFMOLDCALSONIC KANSEI NORTH AMERICATA2186MOLDCALSONIC KANSEI NORTH AMERICATA2187MOLDCALSONIC KANSEI NORTH AMERICATA2192MOLDVALEO NORTH AMERICA INCTA2303MOLDVALEO NORTH AMERICA INCTA2304MOLDVALEO NORTH AMERICA INCTA2305MOLDVALEO NORTH AMERICA INCTA2307MOLDVALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2314MOLD	CALSONIC KANSEI NORTH AMERICA	TA1735	09	AUTO BW	MOLD
CALSONIC NORTH AMERICA , INCTA209611AUTO ECFMOLDCALSONIC KANSEI NORTH AMERICATA2186MOLDCALSONIC KANSEI NORTH AMERICATA2187MOLDCALSONIC KANSEI NORTH AMERICATA2192MOLDVALEO NORTH AMERICA INCTA2303MOLDVALEO NORTH AMERICA INCTA2304MOLDVALEO NORTH AMERICA INCTA2305MOLDVALEO NORTH AMERICA INCTA2307MOLDVALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2309MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2314MOLD	CALSONIC KANSEI NORTH AMERICA	TA1736	09	AUTO BW	MOLD
CALSONIC KANSEI NORTH AMERICATA2186MOLDCALSONIC KANSEI NORTH AMERICATA2187MOLDCALSONIC KANSEI NORTH AMERICATA2192MOLDVALEO NORTH AMERICA INCTA2303MOLDVALEO NORTH AMERICA INCTA2304MOLDVALEO NORTH AMERICA INCTA2305MOLDVALEO NORTH AMERICA INCTA2307MOLDVALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2309MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2314MOLD	CALSONIC KANSEI NORTH AMERICA	TA1989.2			MOLD
CALSONIC KANSEI NORTH AMERICATA2187MOLDCALSONIC KANSEI NORTH AMERICATA2192MOLDVALEO NORTH AMERICA INCTA2303MOLDVALEO NORTH AMERICA INCTA2304MOLDVALEO NORTH AMERICA INCTA2305MOLDVALEO NORTH AMERICA INCTA2307MOLDVALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2309MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2314MOLD	CALSONIC NORTH AMERICA , INC	TA2096	11	AUTO ECF	MOLD
CALSONIC KANSEI NORTH AMERICATA2192MOLDVALEO NORTH AMERICA INCTA2303MOLDVALEO NORTH AMERICA INCTA2304MOLDVALEO NORTH AMERICA INCTA2305MOLDVALEO NORTH AMERICA INCTA2307MOLDVALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2309MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2314MOLD	CALSONIC KANSEI NORTH AMERICA	TA2186			MOLD
VALEO NORTH AMERICA INCTA2303MOLDVALEO NORTH AMERICA INCTA2304MOLDVALEO NORTH AMERICA INCTA2305MOLDVALEO NORTH AMERICA INCTA2307MOLDVALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2309MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2314MOLD	CALSONIC KANSEI NORTH AMERICA	TA2187			MOLD
VALEO NORTH AMERICA INCTA2304MOLDVALEO NORTH AMERICA INCTA2305MOLDVALEO NORTH AMERICA INCTA2307MOLDVALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2309MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2317MOLD	CALSONIC KANSEI NORTH AMERICA	TA2192			MOLD
VALEO NORTH AMERICA INCTA2305MOLDVALEO NORTH AMERICA INCTA2307MOLDVALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2309MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2317MOLD	VALEO NORTH AMERICA INC	TA2303			MOLD
VALEO NORTH AMERICA INCTA2307MOLDVALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2309MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2317MOLD	VALEO NORTH AMERICA INC	TA2304			MOLD
VALEO NORTH AMERICA INCTA2308MOLDVALEO NORTH AMERICA INCTA2309MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2317MOLD	VALEO NORTH AMERICA INC	TA2305			MOLD
VALEO NORTH AMERICA INCTA2309MOLDVALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2317MOLD	VALEO NORTH AMERICA INC	TA2307			MOLD
VALEO NORTH AMERICA INCTA2312MOLDVALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2317MOLD	VALEO NORTH AMERICA INC	TA2308			MOLD
VALEO NORTH AMERICA INCTA2314MOLDVALEO NORTH AMERICA INCTA2317MOLD	VALEO NORTH AMERICA INC	TA2309			MOLD
VALEO NORTH AMERICA INC TA2317 MOLD	VALEO NORTH AMERICA INC	TA2312			MOLD
	VALEO NORTH AMERICA INC	TA2314			MOLD
VALEO NORTH AMERICA INC TA2318 MOLD	VALEO NORTH AMERICA INC	TA2317			MOLD
	VALEO NORTH AMERICA INC	TA2318			MOLD

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 230 of 253

Customer	Item Number	Pr Code	Description	
VALEO NORTH AMERICA INC	TA2321	,		MOLD
VALEO NORTH AMERICA INC	TA2323	18	AUTO KINEMATIC	MOLD
VALEO NORTH AMERICA INC	TA2324			MOLD
VALEO NORTH AMERICA INC	TA2325			MOLD
VALEO NORTH AMERICA INC	TA2326			MOLD
VALEO NORTH AMERICA INC	TA2327			MOLD
VALEO NORTH AMERICA INC	TA2330			MOLD
VALEO NORTH AMERICA INC	TA2331			MOLD
VALEO NORTH AMERICA INC	TA2332			MOLD
BEHR DAYTON THERMAL PRODUCTS	TA2345			MOLD
BEHR DAYTON THERMAL PRODUCTS	TA2352			MOLD
BEHR DAYTON THERMAL PRODUCTS	TA2358			MOLD
BEHR DAYTON THERMAL PRODUCTS	TA2361	14	AUTO DOOR 2 SHOT	MOLD
BEHR DAYTON THERMAL PRODUCTS	TA2368			MOLD
BEHR AMERICA	TA2370			MOLD
BEHR AMERICA	TA2371			MOLD
VALEO NORTH AMERICA INC	TA2430	18	AUTO KINEMATIC	MOLD
VALEO NORTH AMERICA INC	TA2464			MOLD
VALEO NORTH AMERICA INC	TA2465			MOLD
VALEO NORTH AMERICA INC	TA2466			MOLD
VALEO NORTH AMERICA INC	TA2467			MOLD
VALEO NORTH AMERICA INC	TA2468			MOLD
VALEO NORTH AMERICA INC	TA2469			MOLD
CARRIER TRANSICOLD	TA2496			MOLD
WHIRLPOOL CORPORATION	TA2502			MOLD
INDUSTRIAS ACROS WHIRLPOOL SA de CV	TA2502			MOLD
INDUSTRIAS ACROS WHIRLPOOL SA de CV	TA2502.3			MOLD
SCOTSMAN ICE	TA2545			MOLD
SUB ZERO FREEZER	TA2647			MOLD
SUB ZERO FREEZER	TA2662			MOLD
FORD	TA2666.4			MOLD
FORD	TA2670.2			MOLD
FORD	TA2672			MOLD
FORD	TA2676.2			MOLD
CALSONIC KANSEI NORTH AMERICA	TA2679	09	AUTO BW	MOLD
FORD	TA2731			MOLD
UNIMOTOR LTD.	TA2734			MOLD
CALSONIC KANSEI NORTH AMERICA	TA2745			MOLD
FORD	TA2804	09	AUTO BW	MOLD

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 231 of 253

Customer	Item Number	Pr Code	Description	
BEHR AMERICA	TA2812	14	AUTO DOOR 2 SHOT	MOLD
BEHR AMERICA	TA2813	14	AUTO DOOR 2 SHOT	MOLD
BEHR AMERICA	TA2814	14	AUTO DOOR 2 SHOT	MOLD
BEHR AMERICA	TA2815	14	AUTO DOOR 2 SHOT	MOLD
BEHR AMERICA	TA2816	14	AUTO DOOR 2 SHOT	MOLD
ROBERT BOSCH S.A. de CV	TA2927	09	AUTO BW	MOLD
STRYKER INSTRUMENTS	TA3182			MOLD
ROBERT BOSCH S.A. de CV	TA3363	09	AUTO BW	MOLD
FORD	TA3424	13	AUTO DOOR FOAM	MOLD
FORD	TA3429	18	AUTO KINEMATIC	MOLD
FORD	TA3431	14	AUTO DOOR 2 SHOT	MOLD
FORD	TA3435	15	AUTO HOUSING	MOLD
HYO SEONG AMERICA CORP	TA3493			MOLD
HYO SEONG AMERICA CORP	TA3494			MOLD
FORD	TA3601			MOLD
WHIRLPOOL CORPORATION	TA3908	06	AP FAN	MOLD
BEHR AMERICA	TA4013	14	AUTO DOOR 2 SHOT	MOLD
BEHR AMERICA	TA4015-2			MOLD
BEHR AMERICA	TA4025	14	AUTO DOOR 2 SHOT	MOLD
JOHN DEERE U.S. AG	TA4037	03	AG FAN	MOLD
JOHN DEERE U.S. AG	TA4038	16	AG HOUSING	MOLD
JOHN DEERE U.S. AG	TA4039	16	AG HOUSING	MOLD
JOHN DEERE U.S. AG	TA4040	16	AG HOUSING	MOLD
BEHR AMERICA	TA4215	14	AUTO DOOR 2 SHOT	MOLD
FORD	TA4239	09	AUTO BW	MOLD
JOHN DEERE U.S. AG	TA4283	16	AG HOUSING	MOLD
CALSONIC KANSEI NORTH AMERICA	TA4284	09	AUTO BW	MOLD
CALSONIC KANSEI NORTH AMERICA	TA4308	09	AUTO BW	MOLD
FORD	TA4321			MOLD
HYO SEONG AMERICA CORP	TA4327	15	AUTO HOUSING	MOLD
HYO SEONG AMERICA CORP	TA4328			MOLD
JWF TECHNOLOGIES	TA4372			MOLD
JWF TECHNOLOGIES	TA4373			MOLD
CALSONIC KANSEI NORTH AMERICA	TA4419			MOLD
CALSONIC KANSEI NORTH AMERICA	TA4420	14	AUTO DOOR 2 SHOT	MOLD
CALSONIC KANSEI NORTH AMERICA	TA4421			MOLD
CALSONIC KANSEI NORTH AMERICA	TA4422			MOLD
CALSONIC KANSEI NORTH AMERICA	TA4425			MOLD

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 232 of 253

Customer	Item Number	Pr Code	Description	
CALSONIC KANSEI NORTH AMERICA	TA4512			MOLD
CALSONIC KANSEI NORTH AMERICA	TA4513			MOLD
CALSONIC KANSEI NORTH AMERICA	TA4514			MOLD
CALSONIC KANSEI NORTH AMERICA	TA4515			MOLD
CALSONIC KANSEI NORTH AMERICA	TA4518			MOLD
CALSONIC KANSEI NORTH AMERICA	TA4519			MOLD
CALSONIC KANSEI NORTH AMERICA	TA4521			MOLD
CALSONIC KANSEI NORTH AMERICA	TA4530	18	AUTO KINEMATIC	MOLD
CALSONIC KANSEI NORTH AMERICA	TA4531			MOLD
CALSONIC KANSEI NORTH AMERICA	TA4533			MOLD
VALEO NORTH AMERICA INC	TA4575			MOLD
VALEO NORTH AMERICA INC	TA4582			MOLD
VALEO NORTH AMERICA INC	TA4583			MOLD
VALEO NORTH AMERICA INC	TA4584			MOLD
CALSONIC KANSEI NORTH AMERICA	TA4587			MOLD
VALEO NORTH AMERICA INC	TA4596			MOLD
CALSONIC KANSEI NORTH AMERICA	TA4601	09	AUTO BW	MOLD
VALEO NORTH AMERICA INC	TA4643			MOLD
VALEO CLIMATE CONTROL CORP.	TA4735			MOLD
VALEO CLIMATE CONTROL CORP.	TA4736			MOLD
BEHR AMERICA	TA4778			MOLD
BEHR AMERICA	TA4779			MOLD
BEHR AMERICA	TA4780			MOLD
BEHR AMERICA	TA4781			MOLD
VALEO NORTH AMERICA INC	TA4882			MOLD
CALSONIC KANSEI NORTH AMERICA	TA4952			MOLD
CALSONIC KANSEI NORTH AMERICA	TA4953			MOLD
CALSONIC KANSEI NORTH AMERICA	TA4954			MOLD
KOHLER	TA5054.1			MOLD
KOHLER	TA5054.2			MOLD
VALEO NORTH AMERICA INC	TA5137	13	AUTO DOOR FOAM	MOLD
VALEO NORTH AMERICA INC	TA5160	14	AUTO DOOR 2 SHOT	MOLD
VALEO NORTH AMERICA INC	TA5171	13	AUTO DOOR FOAM	MOLD
BEHR DAYTON THERMAL PRODUCTS	TA5315			MOLD
BEHR DAYTON THERMAL PRODUCTS	TA5316			MOLD
BEHR DAYTON THERMAL PRODUCTS	TA5317			MOLD
BEHR DAYTON THERMAL PRODUCTS	TA5324			MOLD
BEHR DAYTON THERMAL PRODUCTS	TA5325			MOLD
BEHR DAYTON THERMAL PRODUCTS	TA5326			MOLD

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 233 of 253

Customer	Item Number	Pr Code	Description	
BEHR DAYTON THERMAL PRODUCTS	TA5327			MOLD
BEHR MEXICO S. DE.R.L. DE C.V.	TA5328			MOLD
BEHR DAYTON THERMAL PRODUCTS	TA5329			MOLD
BEHR DAYTON THERMAL PRODUCTS	TA5330			MOLD
BEHR DAYTON THERMAL PRODUCTS	TA5331			MOLD
BEHR DAYTON THERMAL PRODUCTS	TA5332			MOLD
BEHR DAYTON THERMAL PRODUCTS	TA5333			MOLD
BEHR DAYTON THERMAL PRODUCTS	TA5334			MOLD
FORD	TA5494			MOLD
CALSONIC KANSEI NORTH AMERICA	TA5622			MOLD
CALSONIC KANSEI NORTH AMERICA	TA5623			MOLD
DETROIT THERMAL SYSTEMS LLC	TA5640			MOLD
BEHR DAYTON THERMAL PRODUCTS	TA5665	14	AUTO DOOR 2 SHOT	MOLD
GENERAL ELECTRIC APPLIANCE	TA5848			MOLD
GENERAL ELECTRIC APPLIANCE	TA5849.1			MOLD
GENERAL ELECTRIC APPLIANCE	TA5849.2			MOLD
GENERAL ELECTRIC APPLIANCE	TA5954			MOLD
WHIRLPOOL CORPORATION	TA5981	06	AP FAN	MOLD
Bergstrom China	TA5985	02	AG BW	MOLD
GENERAL ELECTRIC APPLIANCE	TA5996.1			MOLD
GENERAL ELECTRIC APPLIANCE	TA5996.2			MOLD
GENERAL ELECTRIC APPLIANCE	TA5997	06	AP FAN	MOLD
TUFF TORQUE	TA6224			MOLD
MABE QUANTUM LEAP	TA6373			MOLD
JOHN DEERE U.S. AG	TA6578			MOLD
Controladora Mabe SA de CV	TA6587			MOLD
Controladora Mabe SA de CV	TA6588			MOLD
GM	TA3406			MOLD
GM	TA3479			MOLD
GM	TA3469			MOLD
GM	Schmidt Press - BA3480			Assy Equipment
GM	Hines Balancer - BA3480			Assy Equipment
GM	BA5179			Assy Equipment
GM	Fan Cutter - Large Fans			Assy Equipment
GM	Hines Balancer - Large Fa	ns		Assy Equipment
Various	Customer owned Fixtures	& gages		Fixtures & Gages
TEC AIR Shareholder	personal property			

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 234 of 253

Schedule 2.2(m)

Specified Excluded Assets

None.

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 235 of 253

Schedule 2.3(a)(i)

Cure Costs

None.

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 236 of 253

Schedule 2.3(a)(i)(ii)

Supplier Obligations

QUADRANT 2606 RIVER GREEN CIRCLE	\$	222,912.00
LOUISVILLE, KY 40206		
ASAHI KASEI PLASTICS NA, INC.	\$	102,266.08
DEPT. 77600 P.O. BOX 77000		
DETROIT, MI 48277		
A. SCHULMAN	\$	88,299.36
3637 RIDGEWOOD ROAD		,
FAIRLAWN, OH 44333		
SELDEN FOX	\$	42,274.55
619 ENTERPRISE DRIVE	Ψ	12,27 1100
OAK BROOK, IL 60523		
OMNI PLASTICS	\$	41,160.24
2300 LYNCH ROAD		
EVANSVILLE, IN 47711		
WASHINGTON PENN PLASTIC CO.	\$	39,954.50
450 RACETRACK ROAD		
PO BOX 236		
WASHINGTON, PA 15301-0236		
ENTEC	\$	33,476.02
1900 SUMMIT TOWER BLVD		
SUITE 900		
ORLANDO, FL 32810		
STANLEY SPRING	\$	30,502.81
5050 W. FOSTER AVE		
CHICAGO, IL 60630-1692		
LANXESS	\$	20,635.26
111 RIDC PARK WEST DRIVE		
PITTSBURGH, PA 15275-1112		

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 237 of 253

COMMERCIAL PALLET, INC. 2029 W. HUBBARD CHICAGO, IL 60612	\$ 12,725.00
SCHWAB PAPER PRODUCTS 636 SCHWAB CIRCLE ROMEOVILLE, IL 60446	\$ 3,005.24
PACKAGING LOGIC 239 FACTORY STREET LA PORTE, IN 46350	\$ 15,825.47

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 238 of 253

Schedule 5.2

Subsidiaries and Investments

None.

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 239 of 253

Schedule 5.4

Other Encumbrances

Secured Party	Collateral Description
The Leaders Bank	All inventory, equipment, accounts (including but not limited to all health-care insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles), all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media, and all support obligations relating to the foregoing property, all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property, and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property.
The Leaders Bank	All assets of the Debtor, including without limitation, the following: All accounts, chattel paper, commercial tort claims, deposit accounts, investment property, letter-of-credit rights, goods, inventory, equipment, fixtures, general intangibles, instruments, documents and other personal property, whether now existing or hereafter acquired and wheresoever located together with proceeds thereof, with the exception of One (1) Van Dorn Model 730SP4600 730 ton X89 oz Horizontal Hydraulic Clamp Plastic Injection Molding Machine, Serial No. 72 (2002)
Absolute Hatian Corporation	 Inv. #7906, IA 3600 S/N 201415036030782 * A UCC Financing Statement in favor of Absolute Hatian Corporation was filed on June 20, 2014. Seller's obligations to Absolute Hatian Corporation were repaid in full on July 21, 2014.
Byline Bank	A purchase money security interest in the following equipment: Nigata plastic injection molding machine (Model #MD385W6000, S/N #46207D)
Byline Bank	A purchase money security interest in the following equipment: Nigata plastic injection molding machine (Model #MD150S7000, S/N #78074D)

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 240 of 253

Byline Bank	All equipment, fixtures, inventory, accounts, instruments,			
	chattel paper, general intangibles, documents, and deposit			
	accounts now owned or hereafter acquired, together with all			
	replacements, accessions, proceeds, and products including,			
	but not limited to the following: Chicago Electric Robot			
	(laundry); Chicago Electric Robotics (zoneline); Nigata			
	molding machine (385); Nigata molding machine (385);			
	Nigata molding machine (310); Nigata molding machine			
	(310); 3 form machine; Matsui press side grinders (10); IQMS			
	warehouse management system (WMS); IT ifrastructure/			
	security the furniture & fixtures to be used at the new office			
	space located at 9200 Calumet Avenue, Munster Indiana			
	46321, including office build-out and CSI tool room,			
	mechanical room and vac room walls, which are purchased or			
	acquired using proceeds of the loan from secured party to			
	Debtor.			

Schedule 5.5

Consents and Approvals

Contractual consents of counterparties which would be required under the terms of the Assumed Contracts, Assumed Real Property Leases and Assumed Equipment Leases are not required pursuant to section 365 of the Bankruptcy Code subject to compliance with that section and applicable Order of the Bankruptcy Court.

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 242 of 253

Schedule 5.6

Intellectual Property

Patents

Patent No.	Title
4.816.973	Portable night light and air freshener
4.748.900	Ducted ventilator
4.711.161	Ductless air treating device with illuminator
4.323.330	Vaneless diffuser
4.306.892	Disposable air freshening packet
4.107.257	Method for molding dynamically balanced fans
4.047.692	Apparatus for molding dynamically balanced fans

Trademarks

Word Mark	Goods and Services	Filing Date	Reg. No./ Date	Status
TEC-AIR	Plastic Air Movement Devices-Namely, Fan Blades and Paddle Wheels	11/13/1978	1200319 07/06/1982	Cancelled 04/12/2003

Domain Names

www.tecairinc.com

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 243 of 253

Schedule 5.7

Government Violations

None.

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 244 of 253

Schedule 5.8

Pending or Threatened Suits

General Claims

Name of Action and Case Number	Jurisdiction (if suit has been filed)	Status
The PIC Group, Inc. v. Tec-Air, Inc. Case No. 2:16-cv-14203	United States District Court, Eastern District of Michigan	Settled
Donald J. Ulrich Associates, Inc. v. Tec Air, Inc. Case No. 1:15 -cv- 00657	United States District Court, Northern District of Illinois	Settled
The Materials Group, LLC v. Tec-Air, Inc. Case No. 45D01 1612 PL 00140	State of Indiana Lake County Circuit Court	Settled
M Holland Company v. Tec-Air, Inc. Cause No. 49D06-1704-CC-015915	Marion County Superior Court	Pending
Supply Chain Services International v. Tec Air, Inc. Case No. 17 L 100	Circuit Court of the Tenth Judicial Circuit Peoria County, Illinois	Pending
Ron's Staffing Services, Inc. v. Tec-Air, Inc. Case No. 2017-M1-104330	Circuit Court of Cook County, Illinois, 1 st Municipal District, Civil Division	Pending
First Call Temporary Services, Inc. v. Tec-Air, Inc. Cause No. 49D11-1603-CC-009441	Marion County Superior Court	Pending
Janet Rivett, individually, as co-trustee of the Evelyn C. Swin Trust dated June 2, 1995, and as co-trustee of the Richard E. Swin, Sr. Trust dated June 2, 1995 v. Tec-Air, Inc., <i>et al.</i> Case No. 2016 CH 15319	Circuit Court of Cook County, Illinois, County Department – Chancery Division	Pending

Open Workers' Compensation Claims

See attached

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 245 of 253



CUSTOMER LOSS REPORT POLICY DETAIL

Run Date: 10/02/2017		As Of:	09/29/2017	Current Policy Period: 01/08/2017 - 01/08/2018		
Account		Service	Information	Agency		
TEC AIR, INC.	Account No	Policy No	Branch	Phone No	CRUM-HALSTED AGENCY INC.	
	0100954656	6023974305	Chicago			

	Policy Premiu				Policy Lo	oss Summary					
Product Group	CAM Program	Effective Date	Exp Date	# Claims	Paid Indemnity	Paid Medical	Paid Expenses	Reserve	Net Incurred	Deductible	Gross Incurred
Work Comp		01/08/2017	01/08/2018	3		3,399	93	2,400	5,892	-	5,892
Work Comp		01/08/2016	01/08/2017	24	28,696	136,726	17.077		182,499		182,499

							Individual Claim	Analysis						
Claim Number		Injury Date	Report Date	Notice Date	Location Code	Claimant Source	Body Part		Paid Medical	Paid Expenses	Accident State	Catastrophe Code	Open/ Closed	Adjust Code
Claimant Name	Des	ription Of Los	s			Accident Type	Claimant Nature	Paid Indemnity	Reserve	Net Incurred	Deductible	Gross Incurred	Claim C	Office
E336799021		08/30/2017	08/30/2017	08/31/2017	8888	PALLET/SKID	FOOT				IN		0	K9
ALVAREZ,ANGE		D PALLET FAL INJURY TO L		FOOT. E		STRUCK BY	CONTUSION (BRUISE)		400	400		400		
E334779821		01/27/2017	01/27/2017	01/27/2017		MACHINERY/EQUIPME NT NOC	FINGER(S)		825	38	IN		С	K9
WALKER,GREGC		ted RT index fi EE's finger.	nger, hopper li	d		STRUCK BY	LACERATION			864		864		
E336135621		05/30/2017	06/20/2017	06/22/2017		MACHINERY/EQUIPME NT NOC	WRIST		2,573	55	IN		0	W7
RODRIGUEZ,LI LIA	EE HA ALL.	S STRAIN TO	WRIST FROM	TRIP AND F		SLIP/TRIP-FALL ON LEVEL OR S/T NO FALL	STRAINS		2,000	4,628		4,628		
TOTAL 01/08/2017	7 - 1/8/2018								3,399	93				
									2,400	5,892		5,892		

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 246 of 253

Claim	Injury	Report	Notice	Location				Paid	Paid	Accident	Catastrophe	Open/	Adjust
Number	Date	Date	Date	Code	Claimant Source	Body Part		Medical	Expenses Net	State	Code Gross	Closed	Code
Claimant Name	Description Of Loss Accident Type			Claimant Nature	Paid Indemnity	Reserve	Incurred	Deductible	Incurred	Claim O	ffice		
E334995021	01/03/2017	01/03/2017	02/20/2017	8888	BAG/SACK	FINGER(S)		534	6	IN		С	K3
PERON,TERESA	EE HAS NOT IDENTI DDLE FINGER AFTEI		TO RT MI		LIFTING	SPRAINS			539		539		
E334549821	01/03/2017	01/03/2017	01/05/2017		BOX/CASE/CARTON/C RATE	FINGER(S)		714	24	IN		С	G8
SEGURA,MARTH A E	EE has smash to not i and fifth digits.	dentified fourt	h		CAUGHT IN ON OR BETWEEN	CONTUSION (BRUISE)			737		737		
E333745411	10/04/2016	10/05/2016	10/05/2016		BOX/CASE/CARTON/C RATE	ARM UPPER (SHOULDER)				IN		С	Z8
VETROCZKY,KE NNETH	EE pulled a muscle in er when moving a box	0	ld		MANUAL HANDLING/PHYSICAL STRESS	STRAINS	3,840		3,840		3,840		
E333745421	10/04/2016	10/05/2016	10/05/2016		BOX/CASE/CARTON/C RATE	ARM UPPER (SHOULDER)		45,218	7,824	IN		С	Z8
VETROCZKY,KE NNETH	EE pulled a muscle in er when moving a box	•	ld		MANUAL HANDLING/PHYSICAL STRESS	STRAINS			53,042		53,042		
E333738411	09/29/2016	09/30/2016	10/04/2016	8888	MATERIALS/MOVABLE OBJECTS NOC	BACK LOWER				IN		С	Z8
DUNCAN,MICHA EL	EE has pulled muscle ack under rib cage.	to left arm an	d b		MANUAL HANDLING/PHYSICAL STRESS	STRAINS							
E333738421	09/29/2016	09/30/2016	10/04/2016	8888	MATERIALS/MOVABLE OBJECTS NOC	BACK LOWER		5,058	185	IN		С	Z8
DUNCAN,MICHA EL	EE has pulled muscle ack under rib cage.	to left arm an	d b		MANUAL HANDLING/PHYSICAL STRESS	STRAINS			5,243		5,243		
E333045721	07/16/2016	07/22/2016	07/26/2016	8888	MATERIALS/MOVABLE OBJECTS NOC	EYE(S)		883	11	IN		С	K3
BARLOW,TANYA	EE had irritation to he m a foreign object.	r right eye fro			FOREIGN OBJECT IN EYE	IRRITATION			894		894		
E2D5775421	07/05/2016	07/07/2016	07/07/2016		MACHINERY/EQUIPME NT NOC	CHEST/RIBS		600	47	IN		С	K9
GAZCON,ROGEL IO	EE has pain in chest whet hat is in mold machine		ır t		STRUCK AGAINST	CONTUSION (BRUISE)			646		646		

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 247 of 253

Claim Number	Injury Date	Report Date	Notice Date	Location Code	Claimant Source	Body Part		Paid Medical	Paid Expenses	Accident State	Catastrophe Code	Open/ Closed	Adjust Code
Claimant Name	Description Of Los	5			Accident Type	Claimant Nature	Paid Indemnity	Reserve	Net Incurred	Deductible	Gross Incurred	Claim C	Office
E2D5591411	06/24/2016	06/24/2016	06/27/2016	8888	TOTE PANS	KNEE				IN		С	Z8
OJEDA,JESUS	EE hurt LT knee wher nding on totes.	he fell while s	ta		FALL FROM ELEVATION	CONTUSION (BRUISE)	800		800		800		
E2D5591421	06/24/2016	06/24/2016	06/27/2016	8888	TOTE PANS	KNEE		5,271	841	IN		С	Z8
OJEDA,JESUS	EE hurt LT knee when nding on totes.	he fell while s	ta		FALL FROM ELEVATION	CONTUSION (BRUISE)			6,112		6,112		
E2D5556321	06/21/2016	06/22/2016	06/23/2016		FUMES-SMOKE-VAPO R S-DUST-POWDER-MIS TS	WRIST		332	26	IN		С	K9
KNITTER,KURT	EE developed irritation hile working on press.	n on his wrist w	I		EXPOSURE TO/CONTACT WITH	IRRITATION			358		358		
E2D5594321	05/25/2016	06/26/2016	06/27/2016	8888	GLASS	HAND			6	IN		С	K6
REID,TATANIS HA	Cut rt palm of hand wi fiber glass door.	nen EE leaned	on		STRUCK AGAINST	LACERATION			6		6		
E2D4501811	04/22/2016	04/22/2016	04/25/2016	8888	MATERIALS/MOVABLE OBJECTS NOC	FINGER(S)				IN		С	T2
MENDOZA,ABIG AIL	EE cut finger while cut material.	tting off extra			STRUCK BY	LACERATION	150		150		150		
E2D4501821	04/22/2016	04/22/2016	04/25/2016	8888	MATERIALS/MOVABLE OBJECTS NOC	FINGER(S)		1,136	30	IN		С	T2
MENDOZA,ABIG AIL	EE cut finger while cut material.	tting off extra			STRUCK BY	LACERATION			1,166		1,166		
E2D4399621	04/13/2016	04/13/2016	04/19/2016		MACHINERY/EQUIPME NT NOC	SKULL		627	15	IN		С	T2
BISHOP,KYLE	EE trying to rotate the ruck in the head.	hopper, was s	t		STRUCK BY	CONTUSION (BRUISE)			642		642		
E2D4402211	04/07/2016	04/18/2016	04/19/2016	8888	GRINDER/POLISHER	FINGER(S)				IN		С	Z8
PERON,TERESA	EE caught her RT ring r, and maybe broken.	finger in grind	e		CAUGHT IN ON OR BETWEEN	STRAINS	8,120		8,120		8,120		
E2D4402221	04/07/2016	04/18/2016	04/19/2016	8888	GRINDER/POLISHER	FINGER(S)		14,642	1,349	IN		С	Z8
PERON,TERESA	EE caught her RT ring r, and maybe broken.	finger in grind	e		CAUGHT IN ON OR BETWEEN	STRAINS			15,991		15,991		

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 248 of 253

Claim Number	Injury Date	Report Date	Notice Date	Location Code	Claimant Source	Body Part		Paid Medical	Paid Expenses	Accident State	Catastrophe Code	Open/ Closed	Adjust Code
Claimant Name	Description Of Loss	;			Accident Type	Claimant Nature	Paid Indemnity	Reserve	Net Incurred	Deductible	Gross Incurred	Claim	Office
E2D3825511	03/15/2016	03/15/2016	03/18/2016		WORK ENVIRONMENT	FINGER(S)				IN		С	T1
DWYER,MICHAE L	EE was cleaning a mo er & fractured fingers.	ld, tool tipped	ov		STRUCK BY	FRACTURE	2,785		2,785		2,785		
E2D3825521	03/15/2016	03/15/2016	03/18/2016		WORK ENVIRONMENT	FINGER(S)		9,735	534	IN		С	T1
DWYER,MICHAE L	EE was cleaning a mold, tool tipped ov STRUCK BY er & fractured fingers.				FRACTURE			10,269		10,269			
E2D3793521	03/10/2016	03/10/2016	03/17/2016	8888	MATERIALS/MOVABLE OBJECTS NOC	EYE(S)				IN		С	K9
PERON,TERESA	EE was trimming plast started to burn.	ic and her rt e	eye		FOREIGN OBJECT IN EYE	BURNS NOC							
E2D3581321	03/04/2016	03/04/2016	03/07/2016	8888	SUBSTANCE NOC	WRIST		2,078	317	IN		С	T2
ARROYO,CONCE PCION	EE has multiple injurie all on ice at entrance.	s due to slip/f			SLIP/TRIP-FALL ON LEVEL OR S/T NO FALL	CONTUSION (BRUISE)			2,396		2,396		
E333343721	08/19/2016	08/22/2016	08/23/2016		FUMES-SMOKE-VAPO R S-DUST-POWDER-MIS TS	EYE(S)				IN		С	КЗ
SMITH,SHERRY	EE HAS IRRITATION LE THAT BLEW FRO		M A PARTIC		FOREIGN OBJECT IN EYE	FOREIGN BODY							
E333128611	07/01/2016	07/05/2016	08/03/2016		BOX/CASE/CARTON/C RATE	KNEE			4,534	IN		С	G8
LENON,ELIZAB ETH	EE slip/trip on box at n e popped.	nachine & R I	ne		SLIP/TRIP-FALL ON LEVEL OR S/T NO FALL	HERNIA RUPTURE	13,001		17,534		17,534		
E333128621	07/01/2016	07/05/2016	08/03/2016		BOX/CASE/CARTON/C RATE	KNEE		49,899	1,329	IN		С	G8
LENON,ELIZAB ETH	EE slip/trip on box at n e popped.	nachine & R I	ne		SLIP/TRIP-FALL ON LEVEL OR S/T NO FALL	HERNIA RUPTURE			51,228		51,228		
TOTAL 01/08/2016 -	1/8/2017							136,726	17,077				
							28,696		182,499		182,499		

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 249 of 253

Schedule 5.10

Key Customers

Behr Dayton Thermal Products

Bergstrom - China + U.S.

Calsonic Kansei North America

Controladora Mabe SA de C

Detroit Thermal Systems

GE-Decatur + GE Appliance

Kohler

Mabe Columbia + Mabe Qantum Leap

Port A Cool

VCC Hamilton

Valeo North America

World Class Industries

Case 17-32273 Doc 11-2 Filed 10/27/17 Entered 10/27/17 20:40:16 Desc Exhibit B - Stalking Horse APA Page 250 of 253

Schedule 5.11

Environmental, Health and Safety Matters

None.

Schedule 7.5(a)

List of Employees

ARANDA	HERNESTINA	MACHINE OPERATOR
BROWN	CLAUDIA	MACHINE OPERATOR
CAUDILLO	ARIANA	MACHINE OPERATOR
ESCOT	JUANA	MACHINE OPERATOR
GIL	HILDA	MACHINE OPERATOR
GONZALEZ	LETICIA	MACHINE OPERATOR
LOPEZ	SARA	MACHINE OPERATOR
LOPEZ	BEATRIZ	MACHINE OPERATOR
LUNA	MARIA	MACHINE OPERATOR
LUNA	ROGELIO	MACHINE OPERATOR
MARQUEZ	MARIA E.	MACHINE OPERATOR
MARTIN	ELIZABETH	MACHINE OPERATOR
MITCHELL	SHWANDA L.	MACHINE OPERATOR
PENA	ERIKA	MACHINE OPERATOR
RAZON	ESTHER	MACHINE OPERATOR
RODRIGUEZ	MARIA	MACHINE OPERATOR
SALAS	MARISOL	MACHINE OPERATOR
TAMAYO	GLADYS	MACHINE OPERATOR
VALENCIA	FERNANDA BASTIDAS	MACHINE OPERATOR
VERDE	COLUMBA	MACHINE OPERATOR
ALFARO	GEORGE	MACHINE OPERATOR
BARLOW	TANYA	MACHINE OPERATOR
CALLEJAS	AZALEA M.	MACHINE OPERATOR
DOYLE	TYLER	MACHINE OPERATOR
HERNANDEZ	SANTANA	MACHINE OPERATOR
JOHNSON	SHAKITA	MACHINE OPERATOR
KEATON	MORGAN	MACHINE OPERATOR
KERTIS	DAVID	MACHINE OPERATOR
MARTINEZ	MIRIAM	MACHINE OPERATOR
MITCHELL	YOSHEA	MACHINE OPERATOR
MORALES	CELIFLORA	MACHINE OPERATOR
ORTIZ	RAQUEL	MACHINE OPERATOR
PRICE	APRIL	MACHINE OPERATOR
TORRES	MARIA	MACHINE OPERATOR
VILLA	LUCIA C.	MACHINE OPERATOR
WILLIAMS	JOHN B.	MACHINE OPERATOR
WILLIFORD	HERMAN	MACHINE OPERATOR
BURGUENO	MA. VERONICA	MACHINE OPERATOR
CABELLO	DOLORES	MACHINE OPERATOR

CAMPBELL	LA TONYA	MACHINE OPERATOR
CRUZ	TIFFANY	MACHINE OPERATOR
GONZALEZ	MARIO	MACHINE OPERATOR
MAZON	MARIA C.	MACHINE OPERATOR
MELCHOR	LILIA	MACHINE OPERATOR
MUNOZ	PAZ OLIVIA	MACHINE OPERATOR
PERON	TERESA	MACHINE OPERATOR
RAMIREZ	JOSEPHINE	MACHINE OPERATOR
ROBLES	LIZBETH	MACHINE OPERATOR
STUTES	BRANDI	MACHINE OPERATOR
THOMAS	HELEN	MACHINE OPERATOR
THOMAS	JAMES	MACHINE OPERATOR
TIGNER	MELISSA	MACHINE OPERATOR
CORONA	MARIANO	MATERIAL HANDLER
OJEDA	JESUS	MATERIAL HANDLER
CASTRO	ANTONIO	MATERIAL HANDLER
SANTANA	FRANK	MATERIAL HANDLER
BROOKS	JULLIUS	MATERIAL HANDLER
YOUNG	SAMUEL	MATERIAL HANDLER
POGUE	CHARLES RANDY	TOOL ROOM MANAGER
ROANO	FRANCISCO R.	DIE SETTER
MCGEAR	RICKEY D.	PLANT MANAGER - PRODUCTION
MUNOZ	JOSE O.	PLANT MANAGER - PROCESS
JONES	DAVID	FOREMAN
THOMPSON	WILLIAM F.	FOREMAN
VETROCZKY	KEN	WAREHOUSE
MEADOWS	VANESSA	MAINTENANCE
ROSE	MELVIN G.	FOREMAN
RAMIREZ	GUSTAVO	FOREMAN
RAMIREZ	EUGENIO	FOREMAN
CRUZ	MIRIAM E.	QUALITY/CSI INSPECTOR
HERNANDEZ	REYNALDA	QUALITY/CSI INSPECTOR
JALOMOS	MARY	QUALITY/CSI INSPECTOR
MARINES	BERNARDA	QUALITY/CSI INSPECTOR
RUDNICKI	MICHAEL	QUALITY/CSI INSPECTOR
RODRIGUEZ	SONIA	QUALITY INSPECTOR
MCKNIGHT	MELISSA	QUALITY SUPERVISOR
PLECKI	KENNETH	QUALITY & NEW BUSINESS MANAGER
REYES	JENNY	QUALITY ENGINEER
CANTIERI	DANTE J.	ENGINEER
RIBEIRO	TULIO MARCOS	ENGINEER INTERN
HERNANDEZ	EDGAR	TOOLMAKER
HOYT	CHARLES M.	TOOLMAKER

CATTON	ERIN	PURCHASING MANAGER
RUPPRECHT	DAVID K.	SALESMAN
MCMURTRY	ROBERT J.	CEO
ASCENCIO	LAURA L.	CUSTOMER SERVICE/LOGISTICS
PEARSON	NANCY A.	CFO
FEDER	HOWARD	ACCOUNTING ASSISTANT
MCMURTRY	TAYLOR	ACCOUNTING ASSISTANT
GILLESPIE	JESSICA	HR ASSISTANT
SHEETS	DOUGLAS J.	COO
STANCIL	NICOLE	HR MANAGER