The following constitutes the ruling of the court and has the force and effect therein described.

Signed September 1, 2017

Mark X. Mullin

United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

In re:	§	
	§	**CASE NO. 17-30548-bjh-11**
WHICKER ASSET MANAGEMENT,	§	
LLC, *et al*.,	§	**CHAPTER 11**
	§	
Debtors.[1]	§	

ORDER GRANTING DEBTORS' MOTION PURSUANT TO SECTIONS 105(a), 363, AND 365 OF THE BANKRUPTCY CODE AND BANKRUPTCY RULES 6004 APPROVING THE SALE OF DEBTORS' ASSETS

Upon consideration of the Motion Pursuant to Sections 105(a), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 6004 and 6006 Approving the Sale of Debtors' Assets (the "**Sale Motion**")[2] [Dkt. No. 140] filed by Whicker Asset Management, LLC ("**WAM**") and Whicker Real Estate holdings, LLC ("**WREH**") (collectively, the "**Debtors**"), debtors and debtors-in-possession in the above-captioned bankruptcy cases, seeking entry of an order authorizing and

[1]The Debtors in these Chapter 11 cases are Whicker Asset Management, LLC and Whicker Real Estate Holdings, LLC

[2] Capitalized terms not otherwise defined herein are to be given the meanings ascribed to them in the Sale Motion or the Clarion APA, as applicable.

approving, among other things, (i) the sale (the "**Sale**") of the Debtors' right, title, and interest in substantially all of the Debtors' assets (the "**Assets**") pursuant to that certain Asset and Real Estate Purchase Agreement dated August 25, 2017 (as amended, the "**Clarion APA**") attached hereto as **Exhibit A** by and between the Debtors and Clarion Technologies, Inc., a Delaware corporation ("**Clarion**"); and this Court having determined that the relief requested in the Sale Motion is in the best interest of the Debtors, their estates, their creditors and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefore, including for the reasons stated on the record at the hearing seeking approval of the Sale and Sale Motion (the "**Sale Hearing**"), and based on the evidence:

IT IS HEREBY FOUND AND DETERMINED THAT:[3]

A. The Court has jurisdiction to hear and determine the Sale Motion and to grant the relief requested in the Sale Motion pursuant to 28 U.S.C. § 157 and 1334. Venue of these Chapter 11 Cases and the Sale in this district is proper under 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Court has the authority to enter this Order pursuant to 11 U.S.C. §§ 363(b) and (f).

B. The statutory and legal predicates for the relief requested in the Sale Motion are Sections 105 and 363 of title 11 of the United States Code, 11 U.S.C. §§ 101 - 1532 (as amended, the "**Bankruptcy Code**"), and Rules 2002, 6004, 9006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**").

C. The Debtors each filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code on February 15, 2017 (the "**Petition Date**").

[3] Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact to the fullest extent of the law. *See* FED. R. BANKR. P. 7052.

D. The Debtors own good, sufficient, and marketable title to the Assets, subject to any and all claims, liens, encumbrances and interests as may otherwise exist (all such claims, liens, encumbrances and interests, the "**Interests**"). Pursuant to all applicable bankruptcy and non-bankruptcy law, the Debtors have the ability and power to transfer title of the Assets to Clarion.

E. Pursuant to the terms of the Clarion APA, Clarion will pay the Debtors a purchase price of $8,300,000 (the "**Purchase Price**"). Said consideration is reasonable, fair, and constitutes adequate consideration for the Assets, and the Debtors have taken sufficient and adequate steps to maximize such consideration.

F. Due, sufficient, adequate, and appropriate notice of the Sale Motion and Sale of the Assets in accordance with the terms of the Clarion APA has been provided to all parties-in-interest in the Bankruptcy Cases.

G. Time is of the essence with respect to the Closing of the Sale of the Assets, and to the extent that the relief provided herein is not immediately granted, the Debtors and their estates will suffer immediate and irreparable harm. Accordingly, the waiver of any stay of this Order is appropriate and in the best interests of the Debtors' estates.

H. On April 21, 2017, this Court entered its Order Granting Debtors' Application to Employ Molding Business Services, Inc. ("**MBS**") as Brokers for the Debtors (the "**MBS Employment Order**")[Docket No. 103]. Among other things, the MBS Employment Order provides that MBS is entitled to a commission upon the closing of a sale approved by the Court in the amount of 5% of the transaction value of a sale with a price of $6.5 million to $8 million and 5% plus one additional percentage point per $1 million increase in the sale price greater than $8 million.

I. On June 27, 2017, the Debtors filed the Sale Motion by which they sought, among other things, an order (a) authorizing a sale of the Assets free and clear of all Interests (other than as set forth in the proposed Asset Purchase Agreement), and (b) the assumption and assignment of executory contracts and unexpired leases and rights thereunder, as more fully set forth in the Sale Motion.

J. Contemporaneously with the filing of the Sale Motion, the Debtors filed their Amended Motion Pursuant to Sections 105(a) and 363 of the Bankruptcy Code for (i) Approval of Bid Procedures for the sale of the Assets, (ii) Authorization to Use the Asset Purchase Agreement as a Stalking Horse Agreement with Engineered Plastic Components, Inc. in Connection Therewith, and (iii) to Set Related Auction and Hearing Dates (the "**Bid Procedures Motion**") [Docket No. 139] by which the Debtors sought authority to implement, among other things, certain sale, auction, and notice procedures.

K. On July 26, 2017, after appropriate notice and hearing, this Court entered its Order Granting Whicker Asset Management, LLC's Motion Pursuant to Sections 105(a) and 363 of the Bankruptcy Code for (i) Approval of Bid Procedures for the Sale of the Assets, (ii) Authorization to Use the Asset Purchase Agreement as a Stalking Horse Agreement with Engineered Plastic Components, Inc. in Connection Therewith, and (iii) to Set Related Auction and Hearing Dates (the "**Bid Procedures Order**") [Dkt. No 154]. The Bid Procedures Order approved certain sale, auction, and notice procedures (the "**Bid Procedures**"). Included within the Bid Procedures Order and Bid Procedures, was approval of the form of asset purchase agreement (the "**EPC APA**") and approval of the terms of a break-up fee in an amount up to $220,000 (the "**Break-up Fee**").

L. As evidenced by the Certificate of Service [Docket No. 161] filed August 18, 2017, the Debtors served the Bid Procedures Order by (a) first class United States Mail, postage prepaid, on the parties identified on the Master Service List (who do not receive electronic notice) at the addresses set forth therein; and (b) the Court's electronic transmission facilities upon all parties receiving notice via that method.

M. As evidenced by the Certificate of Service [Docket No. 161] filed August 18, 2017, the Debtors served within three (3) business days from the Court's entry of the Bid Procedures Order the Sale Notice (as defined in the Bid Procedures Order), by (a) first class United States Mail, postage prepaid, on (i) the parties identified in the Master Service List (who do not receive electronic notice) at the addresses set forth therein; (ii) the parties listed on the Creditor Matrix filed in these Cases; (iii) the parties that have filed proofs of claim in these cases at the addresses set forth in the respective proofs of claim; (iv) all parties that have requested notice and/or filed a notice of appearance in this case; (v) counsel for the Proposed Buyer; (vi) each of the entities that signed NDAs, including each of the entities that submitted letters of intent as of the filing of the Motion; (vii) each of the entities listed as parties or counter-parties on unexpired leases listed on Exhibit 1 to the Sale Notice; and (viii) counsel for any other Bidder as of that date; and (b) the Court's electronic transmission facilities upon all parties receiving notice via that method.

N. The Debtors placed the Publication Notice within three (3) business days after the Court's entry of the Bid Procedures Order in the Southwest Edition of the *Wall Street Journal*, and *Plastics News*.

O. The notice given by the Debtors of the Sale Motion, the Bid Procedures Order, the Bid Procedures, the Sale Hearing, and the sale of the Assets as well as publication of the

Publication Notice constitutes good and sufficient notice of the relief granted by this Order and no further notice is required. The Court finds that the scope and manner of notice and service to be proper, timely, adequate, and sufficient in accordance with Bankruptcy Code §§ 105(a), 363, and 365 and Bankruptcy Rules 2002, 6004, 6007, and 9014, and in compliance with the Bid Procedures Order. A reasonable opportunity, fully consistent with due process, to object or be heard regarding the relief granted by this Order has been afforded to those parties entitled to notice pursuant to Bankruptcy Rule 6004(a).

P. As demonstrated by the evidence in support of the Sale Motion, the Debtors have marketed the Assets and conducted the sale process in compliance with the Bid Procedures Order and have completed a full and complete auction process.

Q. Prior to the Bid Deadline, Clarion submitted a Qualified Bid in the amount of $7,600,000.

R. Pursuant to this Court's Bid Procedures Order, the Debtors conducted an auction of their Assets on August 23, 2017. Clarion was the only Qualified Bidder to participate in the auction. At the auction, Clarion raised its bid to $8,140,000 million, which bid the Debtors rejected at the auction in their discretion pursuant to the Bid Procedures and the Bid Procedures Order. The Debtors closed the auction on August 23, 2017, but continued to engage in discussions with Clarion. The Debtors and Clarion reached an agreement for the sale of the Assets following the conclusion of the auction. On the record at the Sale Hearing held on August 25, 2017, the Debtors reopened the auction, Clarion submitted an increased bid in the amount of $8,300,000, and the Debtors accepted Clarion's increased bid and concluded the auction. Clarion is therefore approved as the "Successful Bidder," as such term is defined in the Bid Procedures, for the Assets on the terms set forth in the Clarion APA.

S. The Auction conducted by the Debtors, including the methodology for determining the highest and best offer, was conducted in a manner that was reasonably certain to achieve the highest and best offer for the Assets. The Auction was conducted in a non-collusive, fair, and good faith manner, and a reasonable opportunity has been given to any interested party to make a higher and otherwise better offer for the Assets.

T. Other parties have had a reasonable opportunity to make a higher or otherwise better offer to purchase the Assets, and the Debtors have determined that the Clarion APA constitutes the highest and best offer for the Assets and selected the Clarion APA as the Successful Bid. The Debtors' determination that the Clarion APA constitutes the highest and best offer for the Assets and the Debtors' selection of the Clarion APA as the Successful Bid constitute a valid and sound exercise of the Debtors' business judgment. The Court's approval of the Sale Motion, the Clarion APA, and the transaction(s) contemplated therein maximizes the Debtors' recovery for the Assets and thus is in the best interests of the Debtors and their estates, creditors, and all other parties in interest.

U. The Debtors have full power and authority to execute the Clarion APA and all other documents referenced in or contemplated by the Clarion APA or that are necessary or appropriate to effectuate the Sale as contemplated under the Clarion APA.

V. All actions contemplated by the Clarion APA have been duly and validly authorized by all necessary action of the Debtors, and the Debtors have the full power and authority to consummate the transactions contemplated by the Clarion APA. No further consents or approvals, other than entry of this Order, are required for the Debtors or Clarion to consummate the transactions contemplated in the Clarion APA.

W. The Debtors and Clarion negotiated, proposed, and entered into the Clarion APA without collusion, in good faith, and from arms'-length bargaining positions.

X. Clarion is not an "insider" or "affiliate" of the Debtors as those terms are defined in Sections 101(31) and 101(2) of the Bankruptcy Code. Neither the Debtors nor Clarion have engaged in any conduct that would cause or permit the Clarion APA to be avoided or costs or damages to be imposed under Section 363(n) of the Bankruptcy Code.

Y. Clarion is purchasing the Assets in good faith and is a good faith Purchaser within the meaning of Section 363(m) of the Bankruptcy Code. Clarion has at all times proceeded in good faith in connection with all aspects of the Sale. Clarion (i) recognized that the Debtors were free to deal with any other party interested in acquiring the Assets, (ii) complied with the Bid Procedures Order, and (iii) willingly subjected the bid to the competitive Bid Procedures approved in the Bid Procedures Order. Accordingly, Clarion is entitled to all of the protections afforded under Section 363(m) of the Bankruptcy Code, including in the event this Sale Order or any portion thereof is reversed or modified on appeal, and Clarion has otherwise proceeded in good faith in all respects in connection with the Sale specifically and in these Bankruptcy Cases generally.

Z. The Clarion APA was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia.

AA. The consideration provided by Clarion pursuant to the Clarion APA (i) is fair and adequate, (ii) is the highest or otherwise best offer for the Assets, (iii) will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative, and (iv) constitutes reasonably equivalent value and fair consideration (as those terms are defined in

each of the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, and Section 548 of the Bankruptcy Code) and fair consideration under the Bankruptcy Code and under applicable state law. The Clarion APA was not entered into, and the Sale is not being consummated, for the purpose of hindering, delaying, or defrauding creditors of the Debtors under the Bankruptcy Code or under applicable state law. Neither the Debtors nor Clarion has entered into the Clarion APA or is consummating the Sale with any fraudulent or otherwise improper purpose.

BB. Clarion is not a mere continuation of the Debtors or their estates, and there is no continuity of enterprise between Clarion and the Debtors. Clarion is not holding itself out to the public as a continuation of the Debtors. Clarion is not a successor to the Debtors or their estates, and the transactions contemplated by the Clarion APA do not amount to a consolidation, merger, or de facto merger of Clarion and the Debtors.

CC. The Sale outside a plan of reorganization pursuant to the Clarion APA is reasonable and appropriate under the circumstances and does not impermissibly dictate the terms of any future plan of reorganization or liquidation that may be filed by the Debtors, individually or collectively, and is not a *sub rosa* plan.

DD. The Debtors have demonstrated both (a) good, sufficient, and sound business purpose and justification for the sale of the Assets and (b) compelling circumstances for approval of Sale pursuant to Bankruptcy Code §§ 363(b) and (f).

EE. The Sale is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, Sections 105(a), 363(b), 363(f), and 363(m) of the Bankruptcy Code, and all of the applicable requirements of such sections have been complied with in respect of the Sale. In particular, the Debtors may sell the Assets free and clear

of all Interests of any kind or nature whatsoever because, in each case, one or more of the standards set forth in Sections 363(f)(l)-(5) of the Bankruptcy Code have been satisfied. Any party with an interest in the Assets who did not object, or who withdrew its objection, to the Sale or the Sale Motion is deemed to have consented pursuant to Section 363(f)(2) of the Bankruptcy Code. Any party with an Interest in the Assets who did object falls within one or more of the other subsections of Section 363(f) of the Bankruptcy Code and is adequately protected by having its Interest, if any, attach to the net cash proceeds of the Sale ultimately attributable to the Assets (the "**Proceeds**") with the same validity, enforceability, priority, and force and effect as it had against the Assets or their proceeds as of the Petition Date. The Sale, including the transfer of the Assets to Clarion pursuant to the Clarion APA will be a legal, valid, and effective transfer of the Assets and will vest Clarion with all of the Debtors' rights, title, and interest in and to the Assets free and clear of all Interests (other than Permitted Tax Liens) which have, or could have, been asserted by the Debtors or their creditors with any holder's lien, claim, interest, or encumbrance attaching to the proceeds with the same nature, validity, and priority that such interest encumbered the Assets prior to the proposed sale.

FF. As set forth in the Clarion APA, Clarion does not intend to assume any of Debtors' executory contracts and unexpired leases.

GG. Both the Official Committee of Unsecured Creditors (the "**Committee**") and Richard Whicker ("**Whicker**"), equity interest holder, filed limited objections to the Sale Motion, which objections they each withdrew on the record at the hearing on the Sale Motion. Additionally, Dallas County filed a limited objection to the Sale Motion, which objection has been resolved as announced on the record at the hearing on the Sale Motion. Finally, TM Acceptance Corp. and LIT Industrial Texas Limited Partnership each filed limited objections to

the Sale Motion concerning the proposed cure amount related to the assumption of their respective executory contract and unexpired lease, but since Clarion does not intend to assume any executory contracts or unexpired leases, those objections are moot. Accordingly, there are no remaining objections to the Sale Motion.

HH. The Debtors reached an agreement with EPC to settle and compromise any and all claims that EPC may have against the Debtors (including, but not limited to, any and all claims related to the Break-up Fee, the EPC APA, the Bid Procedures, and the Bid Procedures Order) for payment of the sum of fifty thousand dollars ($50,000). The Court finds that the settlement with EPC is an appropriate use of the Debtors' business judgment, is in the best interest of the Debtors' creditors and their estates, and should approved.

II. The Debtors and MBS have reached an agreement to settle and compromise any and all claims that MBS may have against the Debtors (including, but not limited to, any and all claims related to MBS engagement by the Debtors and the MBS Employment Order) and reduce the amount of compensation to be paid to MBS from five percent of the purchase price to two hundred twenty-five thousand dollars ($225,000). The reduced compensation to MBS is fair and reasonable, the settlement with MBS to reduce the amount constitutes an appropriate use of the Debtors' business judgment and is in the best interest of the Debtors' creditors and their estates, and should be approved.

JJ. The Debtors and the U.S. Small Business Administration (the "**SBA**") reached an agreement to settle and compromise the claims held by the SBA against the Debtors. The Debtors and SBA agreed that the claims held by the SBA against WREH will be paid in full from the Proceeds and the claims held by the SBA against WAM will be paid in full less $100,000. The $100,000 will be treated as a general unsecured claim, and the SBA will be entitled to its *pro rata*

share of payments to WAM's general unsecured creditors. The settlement with the SBA constitutes an appropriate use of the Debtors' business judgment and is in the best interest of the Debtors' creditors and their estates and should be approved.

KK. In addition to the settlement reached between the Debtors and the SBA, the SBA and Whicker have each agreed that Whicker will pay the sum of ten thousand dollars ($10,000) to the SBA within ten (10) days after the closing of the Sale in full accord and satisfaction of any and all claims held by the SBA against Whicker based upon Whicker's guaranties of the Debtors' obligations to the SBA, and upon receipt of such payment, the SBA will execute a full and final release of such guaranties.

LL. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding the provisions of Bankruptcy Rules 6004(h), the stay pursuant to Bankruptcy Rules 6004(h) is hereby waived, and this Order shall be effective and enforceable immediately upon entry. To the extent necessary under Bankruptcy Rule 9014 and Rule 54(d) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that cause exists not to delay implementation of this Order.

BASED UPON THE FOREGOING FINDINGS AND THE FINDINGS MADE ON THE RECORD AT THE SALE HEARING, GOOD CAUSE EXISTS FOR ENTRY OF THE FOLLOWING ORDER. IT IS THEREFORE ORDERED:

1. The Sale Motion is **GRANTED** as set forth herein.

2. All objections to the Sale Motion and Sale that have not been withdrawn, waived, or settled are hereby **OVERRULED** on the merits, with prejudice, subject to the conditions and protections to certain creditors as expressly provided herein.

3. All findings of fact and conclusions of law of this Court stated on the record at the Sale Hearing are incorporated herein by reference and made a part hereof.

Approval of Clarion APA

4. The Clarion APA, as amended and attached hereto as **Exhibit A,** including all exhibits and schedules thereto, and all of the terms and conditions thereof are hereby approved.

5. Pursuant to Bankruptcy Code §§ 105, 363 and 365, the Debtors are authorized and directed to consummate the Sale, pursuant to and in accordance with the terms and conditions of the Clarion APA.

6. Without the need for any additional Court order, the Debtors, their officers, partners, managers, employees and agents, are authorized and directed to execute and deliver, and empowered to perform under, consummate, and implement the Clarion APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Clarion APA, and to take all further actions as may be reasonably requested by Clarion, or otherwise required under the Clarion APA.

7. The consideration to be provided by Clarion for the Assets under the Clarion APA constitutes reasonably equivalent, fair value, and fair consideration therefor under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and any other applicable state, federal or international law.

Transfer of the Assets

8. Pursuant to the Bankruptcy Code §§ 105, 363(b) and 363(f), the transfers of the Assets to Clarion pursuant to the Clarion APA shall (a) be valid, legal, binding, and effective transfers, (b) vest Clarion with all rights, title, and interests in and to the Assets effective as of the time of the transfers under the Clarion APA, and (c) be free and clear, unless otherwise specified in

the Clarion APA or this Order, of all Interests, including, without limitation, all mortgages, restrictions, hypothecations, charges, indentures, loan agreements, instruments, leases, licenses, options, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens—including, without limitation, mechanics', materialmens', and other consensual and non-consensual liens and statutory liens—judgments, demands, encumbrances, rights of first refusal, offsets, contracts, rights or recovery, claims for reimbursement, contribution, indemnity, exoneration, products liability, alter-ego, environmental, or tax, decrees of any court or foreign or domestic governmental entity, or charges of any kind or nature, if any but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, of ownership, debts arising in any way in connection with any agreements, acts, or failures to act, of either of the Debtors or their predecessors or affiliates, claims (as that term is defined in the Bankruptcy Code), reclamation claims, obligations, liabilities, demands, guaranties, options, rights, contractual or other commitments, restrictions, interests and matters of any kind and nature, whether known or unknown, choate or inchoate, filed or unfiled, schedules or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-materials, disputed or undisputed, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity or otherwise, including claims otherwise arising under doctrines of successor liability, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, law, equity or otherwise, with all the same released, terminated and discharged as to the Assets, but with all of the same, to the extent not paid in full at closing,

attaching to the Proceeds of the Sale, in the order of their priority, with the same validity, force and effect which they now have as against the Assets. The Proceeds from the Sale shall be paid to the Debtors on the Closing Date or as otherwise set forth in this Order or the Clarion APA. On or as soon as reasonably practical after the Closing Date, the Debtors shall pay BOKF, N.A. from the Proceeds all amounts due and owing to BOKF, N.A..

9. Notwithstanding anything to the contrary, nothing in this Sale Order shall be interpreted as authorizing the Debtors to sell any Assets that it does not own, including, but not limited to, any tooling in the possession of the Debtors owned by Trane U.S. Inc. (including, but not limited to, the tooling listed in Exhibit A to that certain Bailment Agreement by and between Whicker Asset Management, LLC and Trane U.S., Inc. executed by the parties in May 2017) or Irvin Automotive Products, Inc. and its affiliates.

10. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to sell and transfer the Assets to Clarion in accordance with this Sale Order and the terms of the Clarion APA, or otherwise interfere with Clarion's title to or use of enjoyment of the Assets.

11. Pursuant to the Clarion APA and this Order, the transfer and assignment of the Assets shall be effectuated on the terms set forth therein and herein, and shall not be restricted or prohibited, notwithstanding any alleged approval rights, consent rights, preferential purchase rights, rights or purchase, rights of first refusal, rights of first offer, or similar right with respect to the Debtors' transfer, sale, vesting, assumption, and/or assignment of the Assets.

12. This Order shall be the Court's determination that, on the Closing Date, all Interests in and to the Assets being transferred and conveyed to Clarion as described in the Clarion APA

shall be deemed to have been unconditionally released, discharged, and terminated from the Assets, and attach to the Proceeds as set forth herein.

13. Clarion shall have no liability or responsibility for any liability or other obligation of the Debtors arising under or related to the Assets other than as expressly set forth in the Clarion APA or this Order and in no event shall Clarion have any liability or responsibility for any liabilities of the Debtors (including any unrecorded liabilities of the Debtors) other than as expressly set forth in the Clarion APA and this Order. Without limiting the effect or scope of the foregoing, the transfer of the Assets from the Debtors to Clarion pursuant to the Sale does not and will not subject Clarion or its affiliates, successors or assigns or their respective properties (including the Assets) to any liability for claims (as that term is defined in Bankruptcy Code § 101(5)) against the Debtors or the Assets (other than as expressly set forth in the Clarion APA or this Order) by reason of such transfer under the laws of the United States or any state, territory or possession thereof applicable to such transactions. Neither Clarion nor its affiliates, successors, or assigns shall be deemed, as a result of actions taken in connection with the purchase of the Assets: (i) to be a successor to the Debtors or (ii) be a continuation or substantial continuation of the Debtors or any enterprise of the Debtors. Except as otherwise expressly set forth in the Clarion APA or this Order, neither Clarion nor its affiliates, successors, or assigns is acquiring or assuming any liability, warrant, or other obligations of the Debtors. On and after the Closing, all persons or entities holding Interests of any kind and nature with respect to the Assets (other than Permitted Tax Liens, as defined herein) are hereby forever barred and estopped from asserting such Interests of any kind or nature against Clarion, it successors or assigns, or the Assets.

14. On and after the Closing, except as otherwise set forth herein or in the Clarion APA, the Debtors shall have no liability or responsibility for any Assets (including, without limitation, the Permitted Tax Liens).

Agreement and Settlement with Engineered Plastic Components, Inc. and the Knolls, LC

15. In complete satisfaction, compromise and settlement of any and all claims that EPC may have against the Debtors (including, but not limited to, any and all claims related to the Break-up Fee, the EPC APA, the Bid Procedures, and the Bid Procedures Order), the Debtors shall pay out of the Proceeds the sum of fifty thousand dollars ($50,000). Upon payment of the $50,000, any and all claims held by EPC (including, but not limited to, any and all claims related to the Breakup Fee, the EPC APA, the Bid Procedures, and the Bid Procedures Order) shall be forever released, settled and discharged and the Debtors, their estates, and Clarion, shall have no liability to EPC.

16. The settlement with EPC is in the best interest of creditors and the Debtors; estates and is hereby approved pursuant to Federal Rule of Bankruptcy Procedure 9019.

Agreement and Settlement with Molding Business Services, Inc.

17. In complete satisfaction, compromise and settlement of any and all claims that MBS may have against the Debtors (including, but not limited to, any and all claims related to the MBS's engagement agreement with the Debtors and the MBS Employment Order), the Debtors shall pay out of the Proceeds the sum of $225,000, which amount shall be paid (i) $187,500.00 out of the Proceeds allocated to WAM, and (ii) $37,500 out of the Proceeds allocated to WREH. Upon payment of the $225,000, any and all claims held by MBS (including, but not limited to, any and all claims related to the MBS's engagement agreement with the Debtors and the MBS

Employment Order) shall be forever released, settled and discharged and the Debtors, their estates, and Clarion have no liability to MBS.

18. The $225,000 in compensation to be paid to MBS is fair and reasonable and is hereby approved pursuant to 11 U.S.C. § 330.

19. The settlement with MBS is in the best interest of creditors and the Debtors' estates and is hereby approved pursuant to Federal Rule of Bankruptcy Procedure 9019.

Agreement with Small Business Administration

20. The agreement between the SBA and the Debtors described herein and on the record at the Sale Hearing is hereby approved. Specifically:

a. the claims held by the SBA against WREH will be paid in full from the Proceeds allocated to WREH for the sale of WREH's Assets. The claims held by the SBA against WAM will be paid in full less $100,000.00 from the Proceeds allocated to WAM for the sale of WAM's Assets. The $100,000 will be treated as a general unsecured claim against the WAM Debtor, and the SBA will be entitled to its *pro rata* share of payments to WAM's general unsecured creditors.

b. Whicker will pay the sum of ten thousand dollars ($10,000) to the SBA within ten (10) days after the closing of the Sale in full accord and satisfaction of any and all claims held by the SBA against Whicker based upon Whicker's guaranties of the Debtors' obligations to the SBA, and upon receipt of such payment, the SBA will execute a full and final release of such guarantees.

21. The settlement with the SBA is in the best interest of creditors and the Debtors' estates and is hereby approved pursuant to Federal Rule of Bankruptcy Procedure 9019.

Agreement and Conditional Settlement Between the Debtors and Rick Whicker

22. To resolve the pending sale objections of the Committee (Docket No. 162) and Rick Whicker (Docket No. 166), WAM, WREH, the Official Committee of Unsecured Creditors (the "**Committee**") and Whicker agree as follows:

a. Allocation of the Purchase Price will be $5,400,000.00 to WAM and $2,900,000.000 to WREH, as set forth on the attached **Exhibit B** (the "**Waterfall Analysis**"). WAM, WREH, the Committee, and Whicker each acknowledges and agrees that the Waterfall Analysis represents the parties' best estimate of recoveries available to general unsecured creditors of the WAM Debtor from the Sale.

b. Allocation of estate expenses will be as set forth on the attached Waterfall Analysis and as otherwise provided herein.

c. WREH agrees to subordinate any claims it may hold against the WAM Debtor for post-petition rent except to the extent that general unsecured creditors of the WAM Debtor would receive a distribution from the WAM Debtor exceeding $230,000 (the "**Unsecured Carve-Out**"). Likewise, Whicker agrees to subordinate any claims he or any other insider hold against the WAM Debtor except to the extent general unsecured creditors of the WAM Debtor would receive a distribution exceeding the Unsecured Carve-Out.

d. In the event the actual amount available to be distributed to general unsecured creditors of the WAM Debtor exceeds the Unsecured Carve-Out, then the Committee and Whicker shall engage in good faith discussions regarding an appropriate allocation of such additional amounts over and above the

Unsecured Carve-Out, and the Committee and Whicker reserve all rights with respect to such allocation.

Additional Provisions

23. On the Closing Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be necessary to release its interest in the Assets, if any, as such interests may have been recorded or may otherwise exist.

24. Regardless of whether the Debtors' creditors execute the releases set forth in the above paragraphs, this Order (a) shall be effective as a determination that, on the Closing Date, all Interests (other than Permitted Tax Liens, as defined and described below) of any kind or nature whatsoever existing with respect to the Assets have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected and (b) shall be binding upon and shall govern the acts of all entities, including without limitation all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local official, and all other persons and entities who may be required by operation of law, the duties of their offices, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Assets.

25. Notwithstanding any other provision in this order or the Clarion APA, the Taxing Authorities[4] shall receive payment of year 2016 ad valorem real and business personal property taxes at the Sale closing with interest that has accrued from the Petition Date through the date of payment at the state statutory rate of interest of 1% per month pursuant to 11 U.S.C. Sections

[4] The "Taxing Authorities" shall be defined as: Dallas County, the Dallas County Community College District, the Parkland Hospital District, the School Equalization Fund, City of Garland and Garland ISD.

506(b) and 511. The liens that secure all amounts ultimately owed for year 2017 ad valorem real and business personal property taxes shall remain attached to the Assets (the "**Permitted Tax Liens**") and become the responsibility of Clarion who shall pay them in the ordinary course of business prior to the state law delinquency date. In the event the taxes are not timely paid, the Taxing Authorities retain all of their collection and lien enforcement rights pursuant to Texas Law. In the event of a conflict between the foregoing and the terms of the Clarion APA, the terms of this Order shall control.

26. Each and every federal, state, and local governmental agency or department is hereby directed to accept for filing and/or recording, and approve as necessary, any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Clarion APA.

27. To the extent permitted by § 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relation to the operation of the Assets sold, transferred, or conveyed to the Clarion on account of the filing or pendency of these Cases or the Closing of the Sale.

28. If any person or entity that has filed financing statements, mortgages, mechanic's liens, *lis pendens*, or other documents or agreements evidencing any Interests with respect to the Debtors or the Assets shall not have delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Interests which the person or entity has with respect to the Debtors or the Assets or otherwise, then (a) the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Assets and (b) Clarion is hereby authorized to file, register, or otherwise record a certified

copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Interests (other than Permitted Tax Liens) in the Assets of any kind or nature whatsoever.

29. All entities that presently are in possession of some or all of the Assets hereby are directed to surrender possession of the Assets to Clarion at the Closing Date.

30. This Court retains exclusive jurisdiction so long as the Debtors' Cases are pending to (i) enforce and implement the terms and provisions of the Clarion APA, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith in all respects and (ii) determine as a core proceeding (by motion and without necessity for an adversary proceeding if the Court deems appropriate) any proceeding, dispute, or controversy arising out of or related to this Order and the Sale Hearing.

31. The transactions contemplated by the Clarion APA are undertaken by Clarion in good faith, as that term is used in Bankruptcy Code § 363(m). Accordingly, the reversal or modification of the authorization provided herein to consummate the transactions contemplated herein shall not affect the validity of the Sale, unless such authorization is duly stayed. Clarion is a purchaser in good faith of the Assets and, upon the occurrence of the Closing Date, is entitled to all of the protections afforded by Bankruptcy Code § 363(m).

32. The consideration to be provided by Clarion for the Assets under the Clarion APA (a) shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code, Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, and all other applicable laws of the United States, any state, territory, possession or the District of Columbia, and (b) is fair and reasonable, and the Sale may not be avoided under § 363(n) of the Bankruptcy Code.

33. Clarion is not a successor to the Debtors or their estates by reason of any theory or law or equity and, except as set forth in the Clarion APA, Clarion shall have no liability or responsibility for any liabilities or other obligations of the Debtors arising under or related to the Assets.

34. Except as otherwise expressly provided in the Clarion APA or announced on the record at the Sale Hearing, Clarion shall have no obligation to employ, or pay wages, bonuses, severance pay, benefits or any other payment with respect to, any employees or former employees of the Debtors other than Whicker. With respect to Whicker, Clarion and Whicker shall enter into a mutually-acceptable employment, consulting and non-competition agreement on the same substantive terms as announced on the record at the Sale Hearing.

35. Article 6 of the Uniform Commercial Code governing Bulk Sale Transfers and comparable state statutes are not applicable to the Sale.

36. Nothing contained in any chapter 11 plan confirmed in these Cases (or any order of this Court confirming such plan) shall conflict with or derogate from the provisions of the Clarion APA or terms of this Order, provided that the retention of jurisdiction under this Order following confirmation of such plan shall not be broader than jurisdiction permitted to be retained under an order of confirmation.

37. The terms and conditions of the Clarion APA and this Order shall be binding in all respects and shall inure to the benefit of the Debtors, their respective bankruptcy estate and their creditors and interest holders, successors, and assigns and Clarion, and its respective affiliates, successors and assigns notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding.

38. The Clarion APA and the transactions and instruments contemplated hereby shall not be subject to rejection or avoidance by, the Debtors, and their respective affiliates, successors, and assigns, or any chapter 7 or chapter 11 trustee of the Debtors and their estates.

39. The Clarion APA and any related agreements, documents or other instruments may be modified, amended, or supplemented by the parties thereto, in a writing signed by both parties, and in accordance with the terms thereof, without further order of the Court, provided that such modification, amendment, or supplement shall not have a material adverse effect on the Debtors' bankruptcy estates.

40. The provisions of this Order are non-severable and mutually dependent. Headings are included in this Order for each of reference only.

41. In the event of any inconsistency between the terms of this Order and the Clarion APA, the terms and provisions of this Order shall control.

42. Notwithstanding the provisions of Bankruptcy Rules 6004(h), there is no stay pursuant to Bankruptcy Rule 6004(h) and this Order shall be effective and enforceable immediately upon entry.

END OF ORDER # #

ASSET AND REAL ESTATE PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into this 25th day of August, 2017 by and among Whicker Real Estate Holdings, LLC, a Texas limited liability company ("WREH") and Whicker Asset Management, LLC dba GTM Plastics, a Texas limited liability company ("GTM" or "WAM", and together with WREH, the "Company" or "Sellers") and Buyer Clarion Technologies, Inc., a Delaware corporation ("Clarion"), and together with any wholly-owned subsidiaries of Clarion (collectively referred to as "Buyer")

RECITALS:

A. WAM is engaged in the business of the manufacture and sale of plastic products (the "Business");

B. On or about February 15, 2017, the Sellers commenced voluntary cases for bankruptcy under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas (the "Bankruptcy Court"). The bankruptcy cases are jointly administered under the case styled: *In re Whicker Asset Management, LLC et. al*, Case No. 17-30584-bjh-11 (the "Bankruptcy Case");

C. Buyer desires to purchase certain assets and real estate of Sellers relating to the Business;

D. Sellers desire to sell certain assets and real estate to Buyer; and

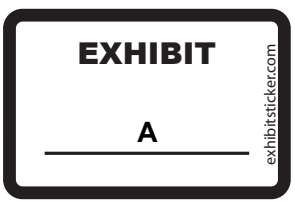
E. Sellers and Buyer (collectively, the "Parties") intend to effectuate the transaction contemplated herein through a sale approved pursuant to various provisions of the United States Bankruptcy Code, 11 U.S.C.§§ 101 *et. seq.* (the "Bankruptcy Code"), including sections 105, 363, and 365.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
PURCHASE OF ASSETS

1.1 SALE AND PURCHASE OF WAM ASSETS: On the Closing Date (as hereinafter defined), WAM shall sell, assign, transfer and convey to Buyer, and Buyer shall purchase and accept from WAM, on the terms and conditions set forth herein, all of WAM's right, title and interest in and to the following described assets of WAM (collectively, the "WAM Assets"):

1.1.1. Inventory. All inventories of raw materials, work-in-progress and finished goods in existence on the Closing Date (the "Inventory");



1.1.2. Accounts Receivable. All of WAM's accounts receivable in existence on the Closing Date, including, but not limited to, trade accounts receivable (the "Accounts Receivable");

1.1.3. Machinery and Equipment; Other Tangible Assets. All of WAM's furniture, fixtures, machinery, equipment, tools, supplies, stores, computer hardware and software, motor vehicles, and other similar miscellaneous tangible assets, including, but not limited to, the assets described on Schedule 1.1.3 attached hereto (the "Equipment");

1.1.4. Records. All customer lists, sales and purchase records, sales proposals, office records and other books and records relating in any way to the operation of the Business (the "Books and Records");

1.1.5. Intangibles. All of WAM's goodwill, going concern value, trade secrets, knowhow, processes, corporate names, trade names, trademarks, logos, patents, copyrights, or any applications for the above, including, but not limited to, the assets described on Schedule 1.1.5 attached hereto (the "Intangible Assets"). Notwithstanding the foregoing, Sellers shall retain the right to use the name "Whicker", and nothing in this Agreement is intended to be a transfer of the right to use the name "Whicker" for any present or future purpose;

1.1.6. Assumed Contracts. The contracts, agreements, leases, arrangements, customer orders, and commitments, included the contracts described on Schedule 1.1.6 attached hereto (the "Assumed Contracts"); and

1.1.7. Miscellaneous Assets. All other assets or properties of WAM, real or personal, tangible or intangible, which are used or usable in the operation of the Business (the "Miscellaneous Assets").

1.2 SALE AND PURCHASE OF WREH ASSETS: On the Closing Date, WREH shall sell, assign, transfer, and convey to Buyer, and Buyer shall purchase and accept from WREH, on the terms and conditions set forth herein, all of WREH's rights, title and interest in that certain real property owned by WREH located at 2405 S. Shiloh Road, Garland Texas 75041 and legally described on Schedule 1.2 attached hereto (subject to corrections to conform to any available surveyed description and title work obtained by Buyer), together with all appurtenant easements and rights-of-way, buildings, improvements and fixtures located thereon (the "Real Estate").

1.3 EXCLUDED ASSETS. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, the following assets of Sellers are not included in the Acquired Assets and the following assets shall be retained by Sellers (collectively, the "Excluded Assets"):

1.3.1 Cash and cash equivalents.
1.3.2 Any asset owned by WREH other than the Real Estate.
1.3.3 Any asset that is not a WAM Asset or the Real Estate.

1.4 ASSUMPTION OF LIABILITIES. Except as provided in the Debtor's Motion Pursuant to Sections 105(a), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 6004 and 6006 Approving the Sale of the Debtor's Assets [Docket No. 140] filed on June 27, 2017, Buyer does not assume any liabilities or obligations of Sellers.

1.5 TERMINATION OF EMPLOYEES. Buyer shall have no obligation to employ any employees of Sellers, but Sellers shall afford Buyer the opportunity to employ any employees of Sellers. Buyer does not assume any such obligations or liabilities and shall have no obligation or liability related to any employees of the Sellers arising prior to the Closing Date. Sellers shall have no obligation or liability related to any employees of the Buyer after the Closing Date.

ARTICLE II
PURCHASE PRICE

2.1 PURCHASE PRICE. In full consideration for the purchase of both the WAM Assets and the Real Estate (collectively, the "Acquired Assets"), Buyer shall pay to Sellers the amount of $8,300,000 (the "Purchase Price).

2.2 ENVIRONMENTAL ESCROW. At closing, the sum of $300,000 from the portion of the Purchase Price allocated to the Real Estate shall be placed in escrow (the "Environmental Escrow") with an escrow agent to be mutually selected by Seller WREH and Buyer ("Escrow Agent") to be held by the Escrow Agent pursuant to an escrow agreement (the "Escrow Agreement") that incorporates the terms of Article VII of this Agreement.

2.3 PRORATIONS. Sellers and Buyer shall adjust and apportion all 2017 *ad valorem* property taxes and any other special assessments, utilities or other expenses that may be apportioned as of the Closing Date. All adjustments shall be made at the Closing or as soon as practicable thereafter.

ARTICLE III
CLOSING

3.1 CLOSING DATE. The closing of the sale and purchase provided for herein (the "Closing") shall take place at the offices of Pronske Goolsby & Kathman, P.C. on August 30, 2017, or at such other place, time and date as to which the Parties shall mutually agree (the "Closing Date").

3.2 ITEMS TO BE DELIVERED AT CLOSING BY SELLERS. At the Closing, Sellers shall deliver the following:

3.2.1 A Bill of Sale executed by WAM, and a Bill of Sale executed by WREH, in the form attached hereto as Exhibit A pursuant to which the applicable Seller sells, assigns and transfers to Buyer all of that Seller's right, title and interest in and to any and all of the Acquired Assets, excluding the Real Estate.

3.3.2 A Special Warranty Deed executed by WREH in the form attached hereto as Exhibit B, pursuant to which WREH sells, conveys and transfers to Buyer all of WREH's right, title and interest in and to the Real Estate, together with such affidavits of WREH and/or WAM as may be reasonably requested by Buyer to effectuate the issuance of an owner's policy of title insurance insuring good and marketable title to the Real Estate in the grantee in the Special Warranty Deed.

3.3 INTENTIONALLY OMITTED

3.4 ITEMS TO BE DELIVERED AT CLOSING BY BUYERS. At the Closing, Buyer shall deliver the following:

3.4.1 The Purchase Price as set forth in Paragraph 2.1.

3.5 CEASE USE OF DBA. On the Closing Date, Sellers shall cease using the tradename "GTM Plastics" or any variant of "GTM", and will grant the Buyer a power of attorney to file with the Office of the Secretary of State of Texas any documents necessary to communicate or indicate that "GTM Plastics" is no longer a valid tradename for Seller. Sellers shall cooperate with Buyer in signing and filing such assignments of names, authorizations to use names and other documents as may be necessary to fully transfer to Buyer all rights and benefits to the use of "GTM Plastics".

3.6 FURTHER ASSURANCES. Sellers shall from time to time after the Closing, at the request of Buyer and without further consideration, execute and deliver such other instruments of conveyance, assignment and transfer and take such other action as Buyer may reasonably request to more effectively convey, assign, transfer to and vest in Buyer good and marketable title to and possession of the Acquired Assets. Sellers shall from time to time after Closing, without further consideration, deliver to Buyer all correspondence, orders, invoices, checks (properly endorsed), or other payments received on account of any WAM Account Receivable purchased by Seller, and other information or documents received by Sellers, whether or not directed to Sellers personally, and relating to the Acquired Assets. Nothing contained herein shall be construed as requiring either Seller to deliver any asset to the Buyer that is not an Acquired Asset. Notwithstanding the Buyer acquisition of the Books and Records under the terms of this Agreement, Buyer (and any of Buyer's successors and assigns) shall make the Books and Records available to Sellers to assist with the closure of the Bankruptcy Case and/or implementation of any plan confirmed in the Bankruptcy Case.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

4.1 REPRESENTATIONS AND WARRANTIES OF SELLERS. Sellers represent and warrant to Buyer as follows:

4.1.1 Due Organization and Qualification. Sellers are each a limited liability company duly organized validly existing under the laws of the State of Texas.

4.1.2 Authorization. This Agreement and all agreements and instruments contemplated by this Agreement to which Sellers is a party or signatory have been duly authorized, executed and delivered by Sellers, and constitute the legal, valid and binding obligations of Sellers, enforceable in accordance with their terms.

4.1.3 Title to Acquired Assets. Upon conveyance, transfer, and assignment of the Acquired Assets to Buyer by Sellers at the Closing, Buyer will acquire and hold, good and marketable title in fee simple to the Real Estate, and good and merchantable title to all other of the Acquired Assets, whether real, personal or mixed, in each case, free and clear of any and all interests, options, rights, pledges, mortgages, security interests, liens, claims, charges, burdens, servitudes and other encumbrances whatsoever (hereinafter sometimes collectively referred to as "Encumbrances"), except as set forth in Schedule 4.1.3 and such Encumbrances as are placed on the Acquired Assets by Buyer.

4.1.4 Description of Acquired Assets. The Schedules attached to this Agreement are true, accurate and complete descriptions of the Acquired Assets to which they relate. The Sellers are not aware of any (i) employee, associate or affiliate of Sellers who has or claims any right or interest in any assets used or usable in the Business, or (ii) third Parties in possession of any portion of the Acquired Assets as lessees or otherwise, except as reflected on the applicable schedule listing such Asset. For the sake of clarity, unless otherwise specified in the Schedules, Sellers disclose and make clear that they do not own any of the molds used in the operation of the Business, and nothing in this Agreement shall be construed as Sellers asserting any ownership interest in such molds. Further, WREH represents and warrants that it does not own any equipment, machinery, or other assets used in WAM's operations.

4.1.5 Condition and Location of Acquired Assets. To the best of WAM's knowledge and belief, all of the tangible Acquired Assets are in good order, repair and operating condition subject, however, to the effect of ordinary wear and tear and depreciation arising from lapse of time or use with appropriate maintenance, except as noted on the applicable schedule hereto describing such Acquired Assets. The Acquired Assets that are tangible personal property are located at the Real Estate and at the warehouse at 3353 Miller Road South, Garland, Texas 75042. Subject to the foregoing, Buyer acknowledges and agrees that upon Closing, Sellers shall sell and convey to Buyer, and Buyer shall accept, the Acquired Assets "AS IS, WHERE IS, WITH ALL FAULTS," except to the extent expressly provided otherwise in this Agreement. Buyer has not relied and will not rely on, and Sellers have not made and are not liable for or bound by, any express or implied warranties, guarantees, statements, representations, or information pertaining to the Acquired Assets.

4.1.6 Contracts. To the best of Sellers' understanding, true, correct and complete copies of the Assumed Contracts have heretofore been provided by Sellers to Buyer, and all such documents are genuine and in all respects what they purport to be. To the best of Sellers' understanding, (i) there are no agreements, contracts, leases, licenses or pricing commitments that extend after the Closing Date, except as set forth on Schedule 1.1.6, (ii) each of the Assumed Contracts is valid and enforceable in accordance

with its terms, and (iii) upon entry of the Sale Order (as defined herein below), Sellers will not be in default of performance, observance or fulfillment of any material obligation, covenant or condition contained in the Assumed Contracts.

4.1.7 Employees. To the best of WAM's knowledge and belief, (i) a true, correct and complete list of all persons employed by WAM has been made available to Buyer, which list contains true and correct information as to the positions, years of service and salaries of all such persons, and (ii) WAM has made available to Buyer true, correct and complete copies of each agreement, plan or obligation, if any, providing for sick leave, salaries, wages, vacations, pensions, retirement benefits, profit-sharing, insurance, incentive, deferred compensation, bonus or other benefits or compensation for employees, whether written or oral and whether or not legally binding.

4.1.8 [Intentionally omitted].

4.1.9 Taxes. Sellers have filed all federal, state and local tax returns and reports required to be filed by Sellers with respect to any federal, state or local taxes, assessments, interest or penalties, and all such returns and reports are true, complete and accurate.

4.1.10 Ability to Carry Out Agreement. The execution and performance of this Agreement and the agreements and instruments contemplated by this Agreement do not and will not violate the provisions of the articles of incorporation or bylaws of Sellers or any note, indenture, mortgage, lease or other agreement or instrument to which Sellers are a party or by which Sellers is bound or result in the creation of any lien, charge or encumbrance upon the Acquired Assets. Notwithstanding the foregoing, to the extent the execution and performance of this Agreement violates any provision of any note, indenture, mortgage, lease or other agreement or instrument to which the Sellers are a party, either: (a) such counter-party to such document or agreement has either consented to execution and performance of this agreement, (b) such counter-party to such document or agreement received notice of the Sellers' motion in the Bankruptcy Cases to approve the transactions contemplated in this Agreement and such counter-party failed to object to the Seller's motion, or (c) the Bankruptcy Court (as defined herein below) has authorized the Sellers to execute and perform this Agreement.

4.1.11 Accounts Receivable. To the best of WAM's knowledge and belief, the Accounts Receivable are valid, genuine and existing, arose out of bona fide sales and delivery of goods or the performance of services, and are subject to no defenses, set-offs or counterclaims.

Environmental Matters. (a) There is no asbestos or asbestos containing materials in the buildings located on the Real Estate; (b) there does not now exist on, under or within the Real Estate any discharge, spillage, uncontrolled loss, seepage or filtration of oil or petroleum or solid liquid or gaseous products or hazardous waste (collectively a "Spill") or any hazardous waste or toxic substance; (c) there does not now exist any condition, and the current or proposed operations are not

likely to cause to exist any condition, upon the Real Estate or that would materially increase the possibility of (i) the occurrence of a Spill; (ii) the presence of hazardous waste or a hazardous or toxic substance; or (iii) a violation of any environmental laws or any other federal, state or local environmental law, regulation or ruling applicable to the property; (d) the Business is operating and has been operated in compliance with applicable Environmental Laws; and (e) the Business has obtained all permits required for the operation of the Business pursuant to any and all applicable Environmental Laws and is operating in compliance with the requirements of such permits. For the purposes of this Agreement the term "***Environmental Laws***" shall mean all applicable federal, state, and local laws, statutes, ordinances, and codes relating to the protection of health, safety or the environment, and/or governing the use, storage, treatment, generation, transportation, processing, handling, production, investigation, remediation or disposal of wastes, hazardous substances or other regulated materials (including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Sections 9601-9675 and the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901-6992K and analogous state or local laws).

4.1.12 Insurance. The Acquired Assets are insured under various policies of general liability and other forms of insurance, all of which are described on Schedule 4.1.13, attached hereto. All such policies are in full force and effect in accordance with their terms, no notice of cancellation has been received, and there is no existing default or event which, with the giving of notice or lapse of time or both, would constitute a default thereunder. Such policies are in amounts which are adequate in relation to the Acquired Assets and Facilities and all premiums to date have been paid in full.

4.1.13 Full Disclosure. No representation or warranty by Sellers in this Agreement nor in any certificate, schedule, exhibit, letter or other instrument furnished or to be furnished to Buyer or its representatives pursuant hereto, or in connection with the transactions contemplated hereby, contains or will contain any knowingly untrue statement of a material fact or intentionally omits or will intentionally omit to state a material fact necessary in order to make the statements contained therein not misleading.

4.2 REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represent and warrant to Sellers as follows:

4.2.1 Due Organization. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware.

4.2.2 Authority. Buyer has the corporate power and authority to acquire the Acquired Assets and consummate the transactions provided for in this Agreement and this Agreement and all instruments and agreements contemplated by this Agreement to which Buyer is a party or signatory have been duly authorized, executed and delivered by Buyer and constitute the legal, valid and binding obligation of Buyer enforceable in accordance with their terms. All necessary corporate proceedings of Buyer have been

taken to authorize this Agreement and the agreements and instruments contemplated by this Agreement and all transactions contemplated hereby.

4.2.3 Absence of Litigation. There is no litigation, action, claim, proceeding or governmental investigation pending or, to Buyer's knowledge, threatened against Buyer which may have a materially adverse effect upon the transactions contemplated by this Agreement.

4.2.4 Ability to Carry Out Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not violate the provisions of the articles of incorporation or bylaws of Buyer or any note, indenture, mortgage, lease or other agreement or instrument to which Buyer is a party or by which the Buyer is bound.

ARTICLE V
COVENANTS

5.1 NEGATIVE COVENANTS OF SELLERS. Except as may be otherwise expressly provided herein, from and after the date of the Agreement and until the Closing Date, with respect to the Acquired Assets and the operation of the Business, without the consent of Buyer, Sellers covenant and agree that they will not:

5.1.1 Creation of Obligations. Incur any obligation or liability, absolute or contingent, except current liabilities incurred, and obligations under contracts entered into, in the ordinary course of business.

5.1.2 Encumbrances. Execute, grant or suffer any Encumbrance upon the Acquired Assets. Notwithstanding the foregoing, Buyer recognize and acknowledge that this provision shall not apply to the continuing effect of the replacement liens provided in certain financing orders entered by the Bankruptcy Court during the pendency of the Sellers' bankruptcy cases.

5.1.3 Disposition of Acquired Assets. Effect any sale, transfer, Encumbrance or other disposition of the Acquired Assets, except for sales of inventories in the ordinary course of business, and except for machinery, equipment, furniture and fixtures replaced with items of equivalent or greater value.

5.1.4 Assumed Contracts. Amend, modify, assign, transfer, grant or terminate any of the Assumed Contracts.

5.1.5 Employee Benefits. Grant any increase in the salaries of any employee of Sellers or make any increase in any other benefits to which such employees may be entitled unless such benefits result from a change in WAM's corporate benefit program applicable generally to all salaried employees of WAM.

5.1.6 Rights. Waive, modify or release any rights of material value to the Acquired Assets.

5.1.7 Extensions of Credit. Make loans or extensions of credit with respect to the operations of the Business, except in the ordinary course of business. WAM's use of, the DIP facility approved in the Sellers' bankruptcy cases constitutes a loan or extension of credit made in the ordinary course of business.

5.1.8 Termination of Operations. Without the written permission of the Buyer, terminate, discontinue, close or dispose of any part of the Acquired Assets or the operations of the Sellers' business.

5.1.9 Other Transactions. Enter into any other transaction or series of transactions other than in the ordinary course of business.

5.2 AFFIRMATIVE COVENANTS OF SELLERS. From and after the date of this Agreement and until the Closing Date, Sellers covenant and agree that they will:

5.2.1 Ordinary Course of Business. Carry on the operations of the Business only in the usual, regular and ordinary course consistent with the United States Bankruptcy Code, 11 U.S.C. § 101, *et seq*, and with prior practices.

5.2.2 Maintenance of Relationships. Use their best efforts to maintain and preserve their business organization, to retain their present employees and to maintain their present relationships with employees, customers, suppliers and others having business dealings with the Business.

5.2.3 Maintenance of the Acquired Assets. Maintain the Acquired Assets in existing operating repair and maintain the level of inventories in accordance with past practices of the Business.

5.2.4 Payment of Obligations in Ordinary Course. Pay and discharge all post-petition costs and expenses of carrying on the operation of the Business and of maintaining and operating the Acquired Assets as they become due and pay and discharge any such post-petition costs and expenses which at the date hereof are past due, unless contested in good faith.

5.2.5 Representations and Warranties. Use their best efforts to prevent the occurrence of any change or event which would prevent any of the representations and warranties of Sellers contained herein from being true in all material respects at and as of the Closing Date with the same effect as though such representations and warranties had been made at and as of the Closing Date.

5.2.6 Maintenance of Records. Maintain their books, accounts, including accounts receivable and records in the usual, regular and customary manner on a basis consistently applied.

5.2.7 Access to and Updating of Information. During reasonable business hours, afford to the officers, attorneys, accountants, and other authorized representatives of Buyer, free and full access to the Acquired Assets, the books and records of Sellers, and Sellers' employees in order that Buyer may have full opportunity to make a reasonable investigation with respect to the Business and the Acquired Assets.

5.2.8 Consents. As soon as practicable after the date of the Agreement and prior to the Closing, Sellers covenant and agree that they will use their best efforts to secure all waivers, orders, approvals or consents of third parties (including, without limitation, any waivers, orders, approvals or consents deemed necessary by Buyer) which are required to consummate the transactions contemplated hereby.

5.2.9 Buyer Consulting Services. Seller agrees to request general business consulting services from Buyer pursuant to the terms of Section 5.3 below.

5.3 AFFIRMATIVE COVENANT OF BUYER. From and after the date of this Agreement and until Closing, Buyer covenants and agrees to provide, at no cost to Sellers, general business consulting services, as reasonably requested by Sellers, to assist in carrying on the operations of the Business in the usual, regular and ordinary course, provided such services are provided by not less than the equivalent of two (2) and not more than four (4) full time employees of Buyer, per day, based upon a weekly average.

ARTICLE VI
CONDITIONS TO CLOSING

6.1 CONDITIONS TO BUYER'S OBLIGATION TO CLOSE. The obligations of Buyer under this Agreement are subject to the satisfaction, or the written waiver thereof by Buyer, of the following conditions on or prior to the Closing Date:

6.1.1 Representations and Warranties of Sellers. All of the representations and warranties of Sellers contained in this Agreement shall have been true and correct when made, and shall be true and correct in all material respects on and as of the Closing Date.

6.1.2 Covenants of Sellers. All of the covenants and agreements herein on the part of Sellers to be complied with or performed on or before the Closing Date, including, but not limited to, the execution and delivery of the documents or items to be delivered at Closing as set forth in Article III, shall have been fully complied with and performed.

6.1.3 Sellers' Certificate. There shall be delivered to Buyer a certificate dated as of the Closing Date and signed by the President or a Vice President of Sellers to the effect set forth in Sections 6.1.1 and 6.1.2, which certificate shall have the effect of a representation and warranty made by Sellers on and as of the Closing Date.

6.1.4 No Casualty Losses. The Acquired Assets shall not have suffered any destruction or damage by fire, explosion or other casualty or any taking by eminent

domain of condemnation which has materially impaired the operation of the Business or otherwise had a material adverse effect upon the operations of the Business.

6.1.5 Certificate of Authorities. Sellers shall have furnished to Buyer (a) a certificate of the Secretary of State of Texas dated as of the date not more than thirty days prior to the Closing Date, attesting to the organization and existence of Sellers, (b) copies, certified by the Secretary or an Assistant Secretary of Sellers as of the Closing Date, of Sellers' formation documents and all amendments thereto, and (c) a copy, certified by an authorized officer of Seller, of resolutions duly adopted by the Board of Directors of Seller duly authorizing the execution and delivery of the Agreement and the transactions contemplated hereby.

6.1.6 No Material Adverse Changes. There shall not have occurred any material adverse change in the business operations of the Sellers' business or in the Acquired Assets.

6.1.7 Consents. Sellers shall have obtained all orders, approvals or consents of third parties that shall be required to consummate the transactions contemplated hereby, including, without limitation, consents to the assignment of the contracts, agreements, leases, arrangements, commitments, licenses, permits, certificates, approvals, authorizations, memberships and franchises to be assigned to Buyer.

6.1.8 Environmental Condition of Real Estate. Buyer shall have received a Phase I environmental report assessing the environmental condition of the Real Estate which concludes there are no Recognized Environmental Conditions (each a "REC") with respect to the Real Estate.

6.2 CONDITIONS TO SELLERS' OBLIGATION TO CLOSE. The obligations of Sellers under this Agreement are subject to the satisfaction, or the written waiver thereof by Sellers, of the following conditions on or prior to the Closing Date:

6.2.1 Representations and Warranties of Buyer. All of the representations and warranties of Buyer contained in this Agreement shall have been true and correct when made, and shall be true and correct in all material respects on and as of the Closing Date.

6.2.2 Covenants of Buyer. All of the covenants and agreements herein on the part of the Buyer to be complied with or performed on or before the Closing Date, including, but not limited to, the items to be delivered at Closing as set forth in Article III, shall have been fully complied with and performed.

6.2.3 Buyer's Certificates. There shall be delivered to Sellers a certificate(s) dated as of the Closing Date and signed by the President(s) of Buyer to the effect set forth in Sections 6.2.1 and 6.2.2 as they relate to Buyer, which certificate(s) shall have the effect of a representation and warranty made by Buyer on and as of the Closing Date.

6.3 BANKRUPTCY APPROVAL. The obligations of Sellers and Buyer under this Agreement are subject to entry of an order by the Bankruptcy Court, pursuant to sections 105, 363, and 365 of the Bankruptcy Code authorizing and approving, *inter alia*, the sale of the Acquired Assets to Buyer on the terms and conditions set forth herein, free and clear of all Encumbrances, (the "Sale Order").

ARTICLE VII
ENVIRONMENTAL ASSESSMENTS AND ESCROW; CLOSING

7.1 PHASE I ENVIRONMENTAL ASSESSMENT AND REPORT. Buyer has engaged Environmental Resource Management (the "Consultant") to conduct a Phase I environmental assessment of the Real Estate and prepare a report with respect thereto which Buyer expects to receive by August 30, 2017 (the "New Phase I Report"). If the New Phase I Report concludes that there are no RECs with respect to the Real Estate, then the condition to Buyer's obligation to close set forth in Section 6.1.8 shall be deemed satisfied. If the New Phase I Report indicates there are RECs with respect to the Real Estate, Buyer shall elect in writing by not later than September 5, 2017, to either (i) proceed to purchase the Assets with the establishment of the Environmental Escrow, or (ii) terminate this Agreement in which event the Good Faith Deposit shall be returned to Buyer in full.

7.2 PHASE II ENVIRONMENTAL ASSESSMENT AND REPORT. If Buyer has elected to proceed to purchase the Assets pursuant to Section 7.1 herein, Buyer shall engage an environmental consultant to conduct a Phase II environmental assessment of the Real Estate and prepare a report with respect thereto (the "Phase II Report"). If the Phase II Report does not identify any contamination present at, on, under or from the Real Property at concentrations above applicable criteria established pursuant to applicable Environmental Laws, then all funds in the Environmental Escrow shall be disbursed to the WREH bankruptcy estate free of escrow.

7.3 USE OF ENVIRONMENTAL ESCROW FOR ACTUAL REMEDIATION COSTS. If the Phase II Report identifies any contamination present at concentrations above applicable criteria established pursuant to applicable Environmental Laws at, on, under or from the Real Estate, Buyer shall engage qualified remediation professionals to diligently and fully remediate the RECs with the actual costs of the remediation to be paid first from the Environmental Escrow. Any actual costs of the remediation in excess of the Environmental Escrow shall be paid by Buyer. Upon completion of the remediation and after payment of all actual costs of the remediation up to the balance of funds in the Environmental Escrow, all remaining funds in the Environmental Escrow, if any, shall be disbursed to the WREH bankruptcy estate free of escrow.

ARTICLE VIII
MISCELLANEOUS

8.1 EXPENSES. Each party to this Agreement shall pay its own expenses incidental to the negotiation, preparation, execution and performance of this Agreement and the transactions contemplated hereby, including, but not limited to, the fees and expenses of their

respective legal counsel, brokers and accountants. Sellers shall pay any sales, use or transfer taxes or fees in connection with the transactions contemplated hereby.

8.2 NEWS RELEASE. The Parties agree that, after closing, they will cooperate with each other in the preparation of a joint news release announcing the transactions effectuated pursuant to this Agreement.

8.3 NOTICES. All notices, requests, demands claims and other communications required or permitted to be given hereunder shall be in writing and shall be sent by (a) personal delivery (effective upon delivery), (b) portable document format (.pdf) via email (effective upon transmission), (c) registered or certified mail, return receipt requested and postage prepaid (effective on the third day after being so mailed), or (d) overnight courier service (effective when receipted for), in each case addressed to the intended recipient as set forth below:

If to Sellers, to:

Whicker Real Estate Holdings, LLC (WREH) and Whicker Asset Management, LLC dba GTM Plastics (GTM)
2405 South Shiloh Road
Garland, Texas 75041
Attention: Rick Whicker
Email: rick.whicker@gtmplastics.com

With a copy (which shall not constitute notice) to:

Pronske Goolsby & Kathman, P.C.
901 Main Street, Suite 610
Dallas, Texas 75202
Attention: Jason P. Kathman
Email: jkathman@pgkpc.com

and

Hayward & Associates PLLC
10501 N. Central Expy., Ste. 106
Dallas, Texas 75231
Attention: Melissa S. Hayward
Email: MHayward@HaywardFirm.com

And with an additional copy to the Committee (which shall not constitute notice):

Neal Gerber Eisenberg, LLP
2 N. LaSalle Street, Suite 1700
Chicago, Illinois 60602
Attention: Nicholas M. Miller
Email: nmiller@nge.com

If to Buyer, to:

Clarion Technologies, Inc.
170 College Avenue
Suite 800
Holland, Michigan 49423
Attention: John Brownlow, President
Email: jbrownlow@clariontechnologies.com

With a copy (which shall not constitute notice) to:

Varnum LLP
333 Bridge Street NW, Suite 1700
Grand Rapids, Michigan 49501
Attn: Michael G. Wooldridge and Robert D. Mollhagen
Email: mgwooldridge@varnumlaw.com; rdmollhagen@varnumlaw.com

Sellers or Buyer may change such party's address for receiving notices by giving written notice of such change to the other Parties in accordance with this Section 8.3.

8.4 ENTIRE AGREEMENT. This Agreement and the exhibits and schedules hereto constitute the entire agreement between the Parties hereto pertaining to the subject matters hereof, and supersede all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the Parties in connection with the subject matters hereof. All exhibits and schedules hereto are hereby incorporated into and made a part of this Agreement.

8.5 AMENDMENTS. No amendment, waiver, change or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed or initialed by both the Sellers and Buyer or by their duly authorized agents. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect.

8.6 SEVERABILITY. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable, and, if, for any reason, a court finds that any provision of this Agreement is invalid, illegal or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written and shall be construed and enforced as so limited.

8.7 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The United States Bankruptcy Court for the Northern District of Texas shall have sole and exclusive jurisdiction to determine any disputes that may arise with respect to this Agreement. Buyer hereby consents to the jurisdiction of the United States Bankruptcy Court for the Northern District of Texas. The Parties agree that any

disputes related to arising from this Agreement are core matters such that the United States Bankruptcy Court may enter final findings of facts and conclusions of law. To the extent it is otherwise determined that matters related to this Agreement are not core matters, or are not "arising in" or "arising under" the Bankruptcy Code, Buyer consents and agrees, pursuant to 28 U.S.C. § 157(c), to allowing the United States Bankruptcy Court to hear any disputes related to this Agreement and enter final findings of facts and conclusions of law.

8.8 HEADINGS AND CAPTIONS. The titles or captions of paragraphs in this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Agreement or any of its terms or conditions.

8.9 GENDER AND NUMBER. Words and phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.

8.10 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one such counterpart.

8.11 BINDING EFFECT ON SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective legal representatives, heirs, successors and assigns; provided, however, none of the Parties to this Agreement may assign their rights or obligations hereunder without the prior written consent of the other Parties (provided further that Sellers hereby consent to assignment by Clarion of all of its rights and obligations hereunder, except for its obligations hereunder to pay the Purchase Price, to one or more wholly-owned subsidiaries or, with respect to the Real Estate, to the Third Party Lessor (as defined below)), which consent shall not be unreasonably withheld, and in the event of any such assignment, all of the terms, covenants, agreements and conditions of this Agreement shall continue to be in full force and effect and the Parties hereto shall continue to remain respectively liable and responsible for the due performance of all of the terms, covenants, agreements and conditions of this Agreement which they are respectively obligated to observe and perform. The term "Buyer" as used in this Agreement with respect to the Real Estate shall also mean and include, except with respect to any obligation to pay the Purchase Price, any unrelated third party to whom Clarion assigns its right to take title to the Real Estate and who will simultaneously lease the Real Estate to Clarion or a Clarion wholly-owned subsidiary taking title at closing to the WAM Assets.

8.12 EARNEST MONEY DEPOSIT. The Earnest Money Deposit paid by Buyer to Sellers shall be treated as a Good Faith Deposit pursuant to the Bid Procedures approved by the Bankruptcy Court in the Sellers' Bankruptcy Cases. For the avoidance of doubt, if the Buyer fails to consummate an approved sale because of the Buyer's breach or failure to perform, Sellers will not have any obligation to return the Earnest Money Deposit deposited by Buyer, and such Earnest Money Deposit shall irrevocably become the property of the Sellers as liquidated damages and as the Sellers' sole and exclusive remedy.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

Whicker Asset Management, LLC

Richard Whicker,
President

Whicker Real Estate Holdings, LLC

Richard Whicker,
President

Clarion Technologies, Inc.

By: _____

Its: PRESIDENT

Exhibit A - Bill of Sale
Exhibit B - General Warranty Deed
Schedule 1.1.3 - Equipment
Schedule 1.1.5 - Intangible Assets
Schedule 1.1.6 - Assumed Contracts
Schedule 1.2 - Real Property
Schedule 4.1.3 - Encumbrances
Schedule 4.1.13 – Insurance

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WATERFALL

	WAM	WREH	TOTAL
Purchase Price	$ 5,400,000.00	$ 2,900,000.00	$ 8,300,000.00
Commission			$ -
			$ 8,300,000.00
Bank of Texas	$ 3,246,636.65	$ 1,160,812.84	
SBA	$ 861,333.40	$ 928,696.26	
Taxes (WAM BPP)	$ 235,592.31	$ 134,000.00	
Executory Contract Cure Claims			
Professional Fees	$ 259,000.00	$ 66,000.00	
Admins	$ 91,000.00		
503(b)(9)	$ 393,000.00		
Breakup Fee	$ 50,000.00		
Broker Commission	$ 187,500.00	$ 37,500.00	
Amount to Unsecureds	**$ 166,937.64**	**$ 572,990.90**