

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF KENTUCKY  
LOUISVILLE DIVISION

IN RE:	)	
	)	
M&P COLLECTIONS, INC.	)	CHAPTER 11
F&M LAW FIRM, P.S.C.	)	
	)	
Debtors <sup>1</sup>	)	CASE NO. 19-30311-acs
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**MOTION FOR AN ORDER (I) APPROVING (A) THE SALE OF SUBSTANTIALLY ALL OF THE DEBTOR’S ASSETS AND (B) BIDDING PROCEDURES IN CONNECTION WITH THE SALE, (II) AUTHORIZING SALE OF ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS, (III) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF**

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Comes now the Debtors, M&P Collections, Inc., and F&M Law Firm, P.S.C. (collectively, the “Debtor”) by counsel, and moves the Court to approve the bidding and sale procedure for Debtor’s assets, subject to final confirmation of the sale and in support hereof respectfully shows the Court as follows:

**I. FACTUAL BACKGROUND**

1. On February 1, 2019 (the “Petition Date”), the Debtor filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code. Pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code, the Debtor continues to operate its business and manage its property as a debtor in possession.

2. No trustee, examiner or creditors committee has yet been appointed in this case.

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<sup>1</sup> Joint administration pending.

3. The court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

4. The statutory predicates for relief are sections 105, 363, 1107, and 1108 of the Bankruptcy Code.

5. M&P was founded in 2005 as an employee owned back office collection support company for law firms. From its beginning, M&P provided collection support services to Morgan & Pottinger, P.S.C. n/k/a Morgan Pottinger McGarvey (“MPM”). In August 2014, MPM assigned and transferred its retail collections practice to the newly formed Fenton Law. Since Fenton Law’s inception, M&P has worked with it pursuant to a service agreement which provides that M&P will lease non-lawyer employees to Fenton Law as required for the operation of Fenton Law’s collections law practice, that such employees would be employees of both M&P and Fenton Law, and that M&P would provide administrative and human resources services related thereto. Debtor’s operations are based out of leased premises located at 2700 Stanley Gault Parkway, Suite 130, Louisville, KY 40223.

6. Fenton Law noticed a trend in the collections law firm market whereby law practices were either expanding and acquiring firms across the nation or they were being acquired as distressed law firms. Fenton Law made the decision to strategically expand and acquire collection law firms adding collection practices in Colorado, Tennessee, Kentucky, Indiana, and New Jersey (“Acquired Firms”) to its footprint. As part of these acquisitions, made in 2014 and 2015, various deals were struck with the shareholders of the Acquired Firms (“Acquired Firm Shareholders”) which generally provided for earn out payments over a number of years to the Acquired Firm Shareholders.

7. The acquisitions took a toll on Fenton Law, which experienced significant and

unanticipated losses in revenue while further obligating itself to ongoing payments to the Acquired Firm Shareholders. With each acquisition, Fenton Law incurred significant expenses while also suffering sixty to ninety-day delays in rebuilding the revenue stream of the Acquired Firm. None of the projected revenue streams from the Acquired Firms was realized. In addition, Fenton Law lost its contract with a major client further impacting its revenues. Fenton Law's decreased revenues and client base necessarily and negatively impacted M&P as Fenton Law's provider of non-lawyer staff and related administrative services.

8. In addition to the financial strain Fenton Law suffers from, its primary shareholder has decided to retire from Fenton Law. It is anticipated that Fenton Law will cease operations by March 2019. As Fenton Law is M&P's sole source of revenue, absent a Chapter 11 reorganization and sale pursuant to 11 U.S.C. §363, M&P would necessarily have to follow the demise of Fenton Law leaving approximately sixty (60) employees without jobs.

9. The Debtor has selected a stalking horse bidder ("Purchaser") for the purchase of Debtor's remaining assets for the purpose of establishing a minimum acceptable bid with which to begin bidding at the auction. A copy of the Asset Purchase Agreement (the "APA") tendered by the Purchaser is attached hereto as Exhibit "A."

10. The Purchaser is Weber & Olcese, PLC, a law firm, unrelated to either Debtor, which desires to acquire the Debtor's operations for use in servicing its clients.

11. Debtor believes that an auction ("Auction") utilizing the APA from the Purchaser as the stalking horse bid for a sale ("Asset Sale") of Debtor is in the best interest of its estate and creditors.

## **II. RELIEF REQUESTED**

12. By this Motion, Debtor requests that the Court enter an Order (the "Procedures Order") approving the (i) bidding procedures ("Bidding Procedures") for the Auction, (ii) the

setting of a hearing to authorize and approve the Asset Sale (the “Sale Hearing”), and (iii) the form of notice of the Auction and Sale Hearing (the “Notice of Auction and Sale Hearing”).

13. Debtor further requests that at the Sale Hearing, the court enter an order (the “Sale Order”) authorizing Debtor to (i) sell substantially all of the Assets, free and clear of all liens, claims, and interests (other than certain specified assumed liabilities), on substantially the terms set forth in the APA; (ii) assume certain of the executory contracts and unexpired leases associated with Debtor’s business (the “Assumed Contracts”); (iii) assign the Assumed Contracts to the Purchaser or the Successful Bidder; and (iv) allow the Purchaser or the Successful Bidder to pay the amounts, if any, necessary to cure existing defaults or arrearages under the Assumed Contracts.

### **III. BASIS FOR RELIEF**

#### **A. Background**

14. As noted above, the Debtor has attempted for several months now to find a law firm willing to take on the business the Debtor serves and ensure a smooth continuation of services. Debtor has worked to sell its assets at the highest and best value thereby maximizing the return to the estate and its creditors.

15. The parties have negotiated in good faith, the terms of a definitive agreement, and desire to enter into the asset purchase agreement. Debtor believes that the offer from the Purchaser is the highest and best value it can obtain for its remaining assets. The proposed sale procedures, however, will allow for a market test of the assets.

16. The APA contemplates a sale of substantially all of the Assets to the Purchaser or its designee. Debtor believes the Asset Sale is the best way to preserve the value of Debtor’s business, and is in the best interest of Debtor’s estate and creditors, including its employees, customers, vendors, and subcontractors. Accordingly, Debtor seeks approval of the Procedures Order and the subsequent approval of the APA at the Sale Hearing.

## **B. The Asset Purchase Agreement**

17. Pursuant to the APA, Debtor will (i) sell substantially all of the Assets used in its operations, free and clear of all liens, claims, interests, and encumbrances and (ii) assume and assign to the Purchaser the Assumed Contracts.

18. The APA was negotiated in good faith by Debtor and the Purchaser, following thorough consideration of Debtor's possible restructuring alternatives. Debtor believes the consideration to be received from the Asset Sale as set forth in the APA, subject to the ability of interested parties to submit competing proposals for the Assets, will result in the highest and best value for Debtor's estates, creditors, and interest holders.

19. The executed APA generally provides the following:

- a) Purchase Price. On the Closing Date, the Purchaser will (i) pay to Debtor \$10,000.00 upon closing of the sale, (ii) credit bid the DIP loan for which the Debtor seeks separate approval, (iv) pay up to \$7,500.00 for specified wind-down costs, and (v) assume certain liabilities of Debtor.
- b) Assets. The proposed sale will include the Assets (as more specifically defined in the APA), which comprise substantially all of the value of Debtor, other than pre-petition cash collateral.
- c) Sale Free and Clear. The Assets are to be transferred free and clear of all Encumbrances (as defined in the APA) other than the Assumed Liabilities pursuant to section 363(f) of the Bankruptcy Code.
- d) Assumption of Executory Contracts and Leases. Seller shall assume and assign to the Buyer all of Seller's rights under, title to, and interest in the Assumed Contracts. The Purchaser may on any business day up to Bid Deadline, provide written notice to Debtor of any contract the Purchaser desires to be an Assumed Contract.

- e) Conditions to Closing. Conditions to consummation of the Asset Sale will include, among other things (i) entry of the Procedures Order, (ii) approval by this court of the Asset Sale; and (iii) receipt of necessary third-party approvals.

This summary of the APA is intended to be for convenience only. To the extent the summary differs from the actual terms of the APA, the terms of the APA shall be controlling.

20. Other than the Purchaser, no purchaser willing to execute a definitive purchase agreement has emerged prior to the petition or during the bankruptcy case. Debtor has determined the proposed structure for the Bidding Procedures is the one most likely to maximize the realizable value of the Assets for the benefit of Debtor's estate and creditors and other interested parties. In addition, the APA requires Debtor to obtain the Procedures Order as a means of implementing the Asset Sale to the Purchaser. Accordingly, Debtor seeks approval of the Bidding Procedures set forth below.

21. If Debtor receives a competing bid more favorable than the APA, Debtor will conduct the Auction at the offices of Kaplan Johnson Abate & Bird, LLP, 710 W. Main Street, 4<sup>th</sup> Floor, Louisville, Kentucky 40202. The Debtor will file a notice of the Auction with the Court. Bidding at the Auction will commence with the highest bid and continue in increments of not less than \$10,000.00 until each bidding party makes its final offer. At the conclusion of the bidding, Debtor will announce its determination as to the person or entity (the "Successful Bidder") submitting highest or best bid for the Assets (the "Successful Bid"). In making that determination, Debtor will consider, among other things, the total consideration to be received by its estate.

22. If Debtor does not receive any competing bids, Debtor will report same to the Court at the Sale Hearing and proceed with the Asset Sale under the APA. If, however, the Auction is conducted, Debtor will notify the Court of the results of the Auction and proceed with the sale of the Assets with the Successful Bidder.

23. Debtor will be deemed to have accepted a Successful Bid only when the Court has approved such Successful Bid at the Sale Hearing. Upon failure to consummate the Asset Sale because of a breach or failure on the part of the Successful Bidder, Debtor may select, in its business judgment, the next highest or otherwise best bid to be the Successful Bid without further order of the Court. By making a bid, a bidder shall be deemed to have agreed to keep its offer open until the consummation of the Asset Sale.

24. Debtor may: (a) determine, in its business judgment, which bid is the highest or otherwise best offer; and (b) reject at any time before entry of an order of the Court approving a Successful Bid, any bid that, in Debtor's sole discretion, 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 APA, or (iii) contrary to the best interests of Debtor, its estate, and/or its creditors.

#### **D. Notice of Sale Hearing**

25. Debtor will serve a copy of the Order setting the Bidding Procedures to all parties on the mailing matrix filed with this Court for both debtors, and serve a copy on all parties with have expressed an interest in purchasing substantially the entire business of the Debtor within the last six months.

#### **E. Assumption and Assignment of Contracts**

26. As part of the Motion, Debtor also seeks authority to assume and assign the Assumed Contracts to the Purchaser or the Successful Bidder.

27. With respect to the Assumed Contracts, Debtor will file with the Court and serve on each party to an Assumed Contract notice of Debtor's intention to assume and assign that party's contract to the Purchaser or the Successful Bidder (the "Assignment Notice"). Debtor will mail the Assignment Notice and the Motion no later than the date of the Auction. The Assignment

Notice will set forth the monetary amount Debtor believes to be necessary to cure any and all monetary defaults with respect to the Assumed Contract pursuant to section 365 of the Bankruptcy Code (the “Cure Amount”) and provide the contracting parties with an opportunity to object to (i) the assumption and assignment, (ii) the Cure Amount, or (iii) both. If no objection is filed with the Court no later than the day prior to the Sale Hearing, the Cure Amount set forth in the Assignment Notice will be controlling notwithstanding anything to the contrary in any Assumed Contract or other document, and the non-debtor party to the Assumed Contract will be forever barred from asserting any other claim arising prior to the assignment against Debtor or the Purchaser or the Successful Bidder as to such Assumed Contract. If an objection to the assumption and assignment is made, such objection will be heard at the Sale Hearing. If an objection by the non-debtor contracting party is made only with respect to the Cure Amount, a hearing to fix the Cure Amount will be set contemporaneously with the Sale Hearing; provided, however, that Debtor reserves its right to reject any executory contract until such time as the Cure Amount is fixed and accepted.

28. The effective date of any assumption and assignment of any Assumed Contract shall be the date on which the Asset Sale closes. Accordingly, any Cure Amounts to be paid under any Assumed Contract will also be paid upon the closing of the Asset Sale or as soon thereafter as the Cure Amount is fixed and accepted by the Purchaser.

#### **IV. APPLICABLE AUTHORITY**

##### **A. The Asset Sale is Within Debtor’s Sound Business Judgment.**

29. Bankruptcy Code section 363(b)(1) provides, in relevant part: “The trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate...” Bankruptcy Code section 105(a) provides in relevant part: “The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.”



30. A sale of a debtor's assets should be authorized pursuant to Bankruptcy Code section 363 if a sound business purpose exists for doing so. See, *Comm. of Equity Sec. Holders. V Lionel Corp.* (In re Lionel Corp.), 722 F.2d 1063 (2<sup>nd</sup> Cir. 1983); *Myers v. Martin* (In re Martin), 91 F.3d 389 (3<sup>rd</sup> Cir. 1996).

31. Courts have applied four factors in determining whether a sound business justification exists: (i) whether a sound business reason exists for the proposed transaction; (ii) whether fair and reasonable consideration is provided; (iii) whether the transaction has been proposed and negotiated in good faith; and (iv) adequate and reasonable notice is provided. See, *Comm. of Equity Sec. Holders v. Lionel Corp.* (In re Lionel Corp.), 722 F.2d 1063, 1071 (2<sup>nd</sup> Cir. 1983)(setting forth the "sound business purpose" test); *In re Abbotts Dairies of Pa. Inc.*, 788 F.2d 143, 145-147 (3<sup>rd</sup> Cir. 1986) (adding "good faith" requirement to *Lionel's* test).

32. Debtor believes the Asset Sale is the best way to preserve the enterprise value of the Assets and maximize the value of Debtor's estate for the benefit of Debtor's creditors and other parties in interest.

**i.) The Sale of the Assets Satisfies the Sounds Business Purpose Test.**

33. There is more than adequate business justification to sell the Assets to the Purchaser or the Successful Bidder. As set forth above, Debtor believes the proposed Asset Sale in accordance with the procedures set forth in the Bidding Procedures maximizes recovery to the estate. See, *In re Tempo Technology Corp.*, 202 B.R. 363 (D. Del. 1996), aff'd, 141 F.3d 1155 (3<sup>rd</sup> Cir. 1998) (sale of substantially all of a chapter 11 debtor's assets pursuant to a section 363(b) motion where the debtor "faced a severe cash shortfall and had no readily available source of investment capital or loans," and would shortly have run out of cash absent the debtor-in-possession financing provided by the prospective purchaser); See Also, *In re Del. & Hudson Ry. Co.*, 124 B.R. 169, 177 (D.Del. 1991) (affirming bankruptcy court's approval of sale of

substantially all assets where debtor would have been “in liquidation mode if required to delay a sale until after filing a disclosure statement and obtaining approval for a reorganization plan”); *Titusville Country Club v. Pennbank* (In re Titusville Country Club), 128 B.R. 396 (Bankr. W.D. Pa. 1991) (bankruptcy court granted expedited hearing on 363(b) motion based on “deterioration” of debtor’s assets); *Coastal Indus., Inc. v. IRS* (In re Coastal Indus., Inc.), 63 B.R. 361, 366-69 (Bankr. N.D. Ohio 1986) (approving expedited 363(b) sale five weeks postpetition to buyer with “the name recognition required by [the debtor’s] customers” where debtor was suffering operating losses and lacked financing to continue its operations).

34. Based upon an analysis of Debtor’s ongoing and future business prospects, Debtor’s management and Board of Directors have concluded that, given the company’s continuing cash losses, its inability to obtain additional financing, and the declining number of employees, the best way to maximize the value of Debtor’s estate is to sell immediately its assets as a going business concern, thereby preserving the substantial goodwill of the business.

35. The Debtor has offered substantial value for the assets and is willing to close within a short timeframe, and thereby enable Debtor to reduce the risk that the Debtor’s value will further deteriorate. Moreover, by selling the Assets now, Debtor will relieve itself of certain ongoing costs and expenses, thereby minimizing administrative expenses and maximizing creditor recoveries. Accordingly, well-articulated business reasons exist for approving the Asset Sale, such that the “business purpose” test under Bankruptcy Code section 363 is met. See, *Lionel*, 722 F.2d at 1071 (“[M]ost important [] perhaps, [is] whether the asset is increasing or decreasing in value.”).

**ii) The Consideration Offered by the Purchaser is Fair and Reasonable.**

36. Debtor submits that a sale of the Assets pursuant to the APA will provide fair and reasonable consideration to Debtor’s estate. The APA requires the Purchaser to pay a minimum of \$10,000.00, credit bid its DIP loan, pay certain wind-down costs, as well as to assume certain

liabilities. The APA will also exclude as a transferred asset all pre-petition receivables, for the benefit of other creditors. Debtor respectfully submits that such consideration in exchange for the Assets is both fair and reasonable.

37. Moreover, to dispel any doubt, the Asset Sale is subject to the solicitation of competing bids, thereby ensuring Debtor will receive the highest and best value for the Assets. Consequently, the fairness and reasonableness of the consideration to be received by Debtor will ultimately be demonstrated by a “market check” and auction process – the best means for establishing whether a fair and reasonable price is being paid. Accordingly, the consideration to be paid for the Assets will be both fair and reasonable and should be deemed to have satisfied the strictures of Bankruptcy Code section 363(n).

**iii) The APA was Negotiated in Good Faith.**

38. The APA is the product of negotiations between the Purchaser and Debtor. These negotiations have involved consultation with the parties and their professionals, and the APA reflects give-and-take and compromises by all sides.

39. Moreover, the Bidding Procedures ensure a prospective purchaser will not be able to exert any undue influence over Debtor. Under the circumstances, this Court should therefore find that: (i) the sale of the Assets is the result of good faith negotiations, and (ii) the Purchaser or the Successful Bidder is entitled to all of the protections of Bankruptcy Code section 363(m) & (n).

**iv) Adequate Notice of the Asset Sale is Being Provided.**

40. The final element for approval of a sale under Bankruptcy Code section 363 is the requirement that interested parties receive adequate notice. Debtor intends to serve this Motion or notice of this Motion on all secured creditors, all governmental units that are creditors, the top 20 largest unsecured creditors, all creditors having requested notice, and any other interested party not

otherwise included in the bankruptcy case which has expressed an interest in purchasing the Debtor's Assets.

**B. The Sale Satisfies the Requirements of Bankruptcy Code Section 363(f) for a Sale Free and clear of Liens, Encumbrances, and Interests.**

41. Under Bankruptcy Code section 363(f), a debtor in possession may sell property of the estate free and clear of any lien or interest of an entity in such property if, among other things:

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

11 U.S.C. § 363(f).

42. Because Bankruptcy Code section 363(f) is drafted in the disjunctive, satisfaction of any one of its five requirements will suffice as justification to approve the sale of the Assets free and clear of liens and other interests (collectively, the "Interests"). *See* 11 U.S.C. § 363(f); *Mich. Employment Sec. Comm'n v. Wolverine Radio Co. (In re Wolverine Radio Co.)*, 930 F.2d 1132, 1147 n.24 (6<sup>th</sup> Cir. 1991) (section 363(f) written in disjunctive; court may approve sale "free and clear" provided at least one of the subsections is met); *Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343 (E.D. Pa. 1988) (same).

43. Debtor believes that the only entities holding a lien on the Assets are receiving notice of this Motion. As to each, Debtor submits that one of the subsections of Bankruptcy Code section 363(f) applies, and that any such Interest will be adequately protected by having it attach to the net proceeds of the sale, subject to any claims and defenses Debtor or Successful Bidder may possess with respect thereto.

44. Accordingly, the sale should be approved under Bankruptcy Code section 363(f).

**D. The Assumption and Assignment of Executory Contracts and Unexpired Leases Should Be Authorized.**

45. Section 365(f)(2) of the Bankruptcy Code provides, in pertinent part, that:

The trustee may assign an executory contract or unexpired lease of the debtor only if:

(A) the trustee assumes such contract or lease in accordance with the provisions of this section; and

(B) adequate assurance of future performance by the assignee of such contract or lease is provided, whether or not there has been a default in such contract or lease.

11 U.S.C. § 365(f)(2).

46. Under Bankruptcy Code section 365(a), a debtor, “subject to the court’s approval, may assume or reject any executory contract or unexpired lease of the debtor.” 11 U.S.C. § 365(a). Bankruptcy Code section 365(b)(1), in turn, codifies the requirements for assuming an unexpired lease or executory contract of a debtor. This subsection provides:

(b)(1) If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee—

(A) cures, or provides adequate assurance that the trustee will promptly cure, such default other than a default that is a breach of a provision relating to the satisfaction of any provision (other than a penalty rate or penalty provision) relating to a default arising from any failure to perform nonmonetary obligations under an unexpired lease of real property, if it is impossible for the trustee to cure such default by performing nonmonetary acts at and after the time of assumption, except that if such default arises from a failure to operate in accordance with a nonresidential real property lease, then such default shall be cured by performance at and after the time of assumption in accordance with such lease, and pecuniary losses resulting from such default shall be compensated in accordance with the provisions of this paragraph;

(B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and

(C) provides adequate assurance of future performance under such contract or lease.

11 U.S.C. § 365(b)(1).

47. The meaning of “adequate assurance of future performance” depends on the facts and circumstances of each case, and should be given practical, pragmatic construction. *EBG Midtown S. Corp. v. McLaren/Hart Env'tl. Eng'g. Corp.* (In re Sanshoe Worldwide Corp.), 139 B.R. 585, 593 (S.D.N.Y. 1992); See *In re Prime Motor Inns, Inc.*, 166 B.R. 993, 997 (Bankr. S.D. Fla. 1994); *Carlisle Homes, Inc. v. Azzari* (In re Carlisle Homes, Inc.), 103 B.R. 524, 538 (Bankr. D.N.J. 1988).

48. Among other things, adequate assurance may be provided by demonstrating the assignee’s financial health and experience in managing the type of enterprise or property assigned. See *In re Bygaph, Inc.*, 56 B.R. 596, 605–06 (Bankr. S.D.N.Y. 1986) (adequate assurance of future performance is present when prospective assignee of lease from debtor has financial resources and has expressed willingness to devote sufficient funding to business in order to give it strong likelihood of succeeding).

49. As set forth in the APA, to the extent any defaults exist under any executory contract or unexpired lease that is assumed and assigned, the Purchaser or the Successful Bidder will cure any such default in connection with the assumption and assignment.

50. Moreover, Debtor will adduce facts at the Sale Hearing to show the financial wherewithal of either the Purchaser or the Successful Bidder, experience in the industry, and willingness and ability to perform under the contracts to be assumed and assigned to it.

51. The Sale Hearing will therefore provide the Court and other interested parties the opportunity to evaluate and, if necessary, challenge the ability of the Purchaser or the Successful Bidder to provide adequate assurance of future performance under the contracts to be assumed, as

required under Bankruptcy Code section 365(b)(1)(C). The Court should therefore authorize Estate Representative to assume and assign contracts as set forth herein.

## V. CONCLUSION

WHEREFORE, Debtor respectfully requests that this Court enter an order approving (a) the Bidding Procedures; and (b) the form of the Notice of Auction and Sale Hearing. In addition, Debtor respectfully requests that this Court, at the Sale Hearing, enter an order (a) approving the APA; (b) authorizing Debtor to (i) sell the Assets free and clear of all Interests; and (ii) assume and assign the Assumed Contracts; and (c) granting such other and further relief as is just and proper.

A proposed Order is tendered herewith.

Respectfully submitted,

*/s/ James E. McGhee III*

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*Proposed Counsel for the Debtor*

## **CERTIFICATE**

It is hereby certified that on February 4, 2019, a true and correct copy of the foregoing was (a) mailed electronically through the U.S. Bankruptcy Court's ECF system at the electronic addresses as set forth in the ECF system to the U.S. Trustee and all other persons receiving electronic notifications in this case, and (b) mailed, first-class, postage prepaid, to those persons, if any, identified in the Court's Notice of Electronic Filing who do not receive electronic notice but are entitled to be served.

*/s/ James E. McGhee III*

JAMES E. MCGHEE III

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into as of January 31, 2019, by and between Weber & Olcese, PLC, a Michigan professional limited liability company, with its offices located at Sheffield Office Park, 3250 West Big Beaver Road, Suite 124, Troy, Michigan 48084 ("Buyer"), and M&P Collections, Inc., a Kentucky corporation with its offices located at 2401 Stanley Gault Parkway, Louisville, KY 40223 ("M&P"), and F&M Law Firm, P.S.C. d/b/a Fenton Law Firm, PSC, a Kentucky professional services corporation with its professional offices located at 2401 Stanley Gault Parkway, Louisville, KY 40223 ("Fenton Law" and, collectively with M&P, the "Seller"). For convenience, Buyer, M&P and Fenton Law shall hereinafter collectively be referred to as "Parties" and individually as a "Party."

### RECITALS

WHEREAS, Fenton Law is engaged in the practice of law with an emphasis in representing creditors in consumer and commercial collection litigation in multiple states (the "Law Practice");

WHEREAS, M&P is engaged in providing various office support services to Fenton Law (the "Service Business," and, together with the Law Practice, the "Business");

WHEREAS, Seller intends to file a voluntary petition for relief under chapter 11, title 11 of the United States Code, 11 U.S.C. § 101 *et seq* (the "Bankruptcy Code") in the United States Bankruptcy Court for the Western District of Kentucky (the "Proceedings");

WHEREAS, the Buyer desires to purchase certain Assets (as set forth below) of the Business from the Seller, and the Seller desires to sell certain Assets of the Business to the Buyer;

WHEREAS, Fenton Law deems it advisable, and in it and its client's best interests and desires to coordinate with Buyer for the provision of client services following Fenton Law's cessation of operations;

WHEREAS, the transactions contemplated by this Agreement are, as more specifically provided herein, subject to the Bankruptcy Court's approval of this Agreement and will only be consummated pursuant to the Sale Order entered in the Proceedings; and

WHEREAS, upon the terms of and subject to the conditions of this Agreement, Seller desires to sell, transfer and assign to Buyer, and Buyer desires to purchase, acquire and assume from Seller, pursuant to §§ 363 and 365 of the Bankruptcy Code, the Transferred Assets.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:



**ARTICLE 1  
DEFINITIONS**

See Schedule 1.0 attached hereto.

**ARTICLE 2  
SALE AND PURCHASE OF THE ASSETS**

**2.1 Transferred Assets.** Subject to and upon the terms and conditions set forth in this Agreement and entry of the Sale Order, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, pursuant to § 363 of the Bankruptcy Code, free and clear of all Liens and Liabilities, Claims (as defined in § 101(5) of the Bankruptcy Code), interests and encumbrances of any nature whatsoever (other than rights of owners of equipment leased pursuant to Assumed Contracts and leases with respect to obligations accruing from and after the Closing Date (as hereinafter defined)) all right, title and interest in and to the properties, assets, contracts and rights of Seller, whether tangible or intangible and wherever situated, other than the Excluded Assets (collectively, the “Transferred Assets”). The Transferred Assets include, without limitation, the following:

- (a) all of the Fixed Assets;
- (b) all intellectual property of Seller, including the Transferred Intellectual Property, whether presently used or that has been used in the Business (including, without limitation, business names, business telephones, facsimile, and email addresses of the Seller, software used or useful to the Seller, websites and all technology used or useful to the Seller, including patents know-how and trade secrets) and all goodwill associated with any of the foregoing;
- (c) all Accounts Receivable arising from commissions and/or fees earned on or after the initiation of the Proceeding and any Accounts Receivable due to M&P from the Buyer;
- (d) all Assumed Contracts;
- (e) customer lists, files and all of the Seller’s Books and Records;
- (f) to the extent transfer is permitted by Applicable Law, all Consents and Permits specific to the Transferred Assets;
- (g) all rights under express or implied warranties from or rights against Seller’s suppliers with respect to the Transferred Assets or the Assumed Contracts;
- (h) all rights to and in connection with causes of action, choses in action, lawsuits, claims and demands of any nature available to Seller, including any cause of action available to the Seller arising under Chapter 5 of the Bankruptcy Code, except to the extent such are specifically listed as an Excluded Asset on Schedule 2.2;
- (i) deposits, refunds, rights of recovery and rights of set-off or recoupment of any kind which may exist in favor of Seller by reason of the conduct of the Business;

- (j) all guarantees, warranties, indemnities, bonds, letters of credit and similar arrangements that run-in favor of Seller in connection with the Transferred Assets;
- (k) all service contracts, licenses, service logs and the like;
- (l) prepaid expenses, credits, deposits (including the security deposits under the Real Property Lease), refunds, rights of recovery, rights of set-off, rights of recoupment, and other advance payments to the extent related to the Business;
- (m) all proprietary and third-party commercial software, and all user, technical, maintenance or other documentation relating to any such software;
- (n) all of Seller's goodwill, going-concern value and other intangible assets, including the right to represent to third parties that Buyer is the successor to the Business.
- (o) all of Seller's rights pursuant to any Policy, to the extent such Policy is assignable, and any rights and claims arising from such Policies; and
- (p) any asset utilized in or related to the Business that is not an Excluded Asset.

With the exception of the Excluded Assets, the Transferred Assets collectively constitute all assets and property currently used, useful or held for use in connection with the operation of the Business.

**2.2 Excluded Assets.** Notwithstanding anything contained in this Agreement to the contrary, the Transferred Assets do not include, and Buyer shall not purchase or acquire any right, title or interest of Seller in or to any of the following (herein referred to collectively as the "Excluded Assets"):

- (a) any collective bargaining agreement, any obligation or Liability related in any way to a Benefit Plan and all assets relating thereto;
- (b) any cash and cash equivalents on hand, wherever located, including bank balances and bank accounts, monies in the possession of any banks, savings and loans or trust companies and similar cash items; and
- (c) all Liabilities arising out of or relating to the ownership or operation of the Business or the Transferred Assets prior to the Closing, other than those Liabilities specifically identified as Assumed Liabilities;
- (d) all Indebtedness of Seller;
- (e) all Liabilities to the extent arising out of, or relating to, the Excluded Assets;
- (f) all Liabilities arising under or relating to Contracts other than the Assumed Contracts;

(g) all Liabilities arising under or relating to the Business Contracts arising prior to the Closing, including all Liabilities whether incurred or arising prior to or after the Closing to the extent related to any actual or alleged breach, default or other failure to perform under any such Business Contract by Seller occurring prior to the Closing;

(h) all Liabilities arising out of or relating to any action, charge, claim (including any cross-claim or counter-claim), suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation with respect to the Business relating to any period prior to the Closing;

(i) all Taxes; and

(j) those items specifically listed on Schedule 2.2 attached hereto.

Notwithstanding anything in this Agreement to the contrary, from and after the Closing, Seller shall retain all of their right, title and interest in and to, and there shall be excluded from the sale, conveyance, assignment or transfer to Buyer hereunder, the Excluded Assets.

**2.3 Conveyance of Transferred Assets.** The sale, transfer, conveyance, assignment and delivery of the Transferred Assets provided for herein shall be made by good and sufficient instruments of conveyance and transfer and orders of the Bankruptcy Court, all satisfactorily to Buyer, in its sole and absolute discretion.

**2.4 Assumption of Liabilities.** Effective as of the Closing, Buyer shall assume and hereby agrees to perform and discharge those liabilities specified on Schedule 2.4 attached hereto (the "Assumed Liabilities"). If there exists on the Closing Date any default in any Assumed Liability, the Seller shall be responsible for any Cure Costs any such default prior to or at Closing. Notwithstanding anything in this Agreement to the contrary, Buyer shall be entitled, in its sole discretion, by written notice to Seller up to three (3) Business Days prior to the date of the Sale Hearing, to elect not to purchase or assume one or more Business Contract or Real Property Lease, in which case, notwithstanding anything in this Agreement to the contrary, such Business Contract or Real Property Lease shall be considered an excluded contract ("Excluded Contract") (and shall constitute Excluded Assets and not included in the Transferred Assets) for all purposes of this Agreement and Buyer shall not have any obligation to satisfy or pay any Cure Costs or other Liabilities with respect to such Excluded Contract. Each assignable Business Contract or Real Property Lease that Buyer does not elect to remove from the list of Business Contracts and Real Property Leases shall be an Assumed Liability.

**2.5 No Assumption of Other Liabilities.** Notwithstanding any other provision of this Agreement, except for the liabilities expressly identified in Section 2.4, Buyer does not assume and shall not in any manner become responsible or liable for, and Seller shall retain, all other debts, obligations or liabilities of Seller of any nature whatsoever, whether known or unknown, fixed, contingent or otherwise, including, without limitation, Cure Costs, unpaid payroll, payroll tax obligations, collective bargaining agreements, obligations to organized labor, withdrawal liabilities, other liabilities or obligations, whether accrued, absolute, contingent or otherwise, whether known or unknown, whether due or to become due directly or indirectly arising out of,

or resulting from Seller's ownership or use of the Transferred Assets or operation of the Business prior to the Closing Date.

**2.6 Taxes.** Buyer shall not be responsible for any business, occupation, withholding, sale, use, real or personal property or similar tax, or any Taxes of any kind incurred or related to any period before the Closing. The Seller will be responsible for Taxes incurred or arising prior to the Closing.

### **ARTICLE 3 THE CLOSING; PURCHASE PRICE**

**3.1 Place and Date.** Except to the extent otherwise agreed by the Parties, the closing of the sale and purchase of the Transferred Assets (the "Closing") and the assumption of the Assumed Liabilities shall take place no later than the third (3rd) Business Day after the last of the conditions to the Closing set forth in Articles 11 and 12 are satisfied or waived (other than those conditions that by their terms require the delivery of a document or taking of any other action at the Closing but subject to the satisfaction of such conditions), or on such other date or at such other time as may be mutually agreed upon in writing by the Parties; provided, that neither Party shall be required to effect the Closing unless and until all the conditions to such Party's obligation to effect the Closing in Articles 11 and 12 are satisfied or waived at the Closing. The day on which the Closing takes place shall be the "Closing Date." Notwithstanding the actual time of Closing on the Closing Date, the Closing shall be deemed to have occurred as of 12:01 a.m., local time, on the Closing Date (the "Effective Time"). Notwithstanding anything in this Agreement and the Contemplated Transactions to the contrary, this Agreement and the Contemplated Transactions are subject to approval of the Court in the Proceedings.

**3.2.a. Cash Purchase Price.** On the terms and subject to the conditions set forth in this Agreement, the purchase price for the Transferred Assets shall be an amount equal to \$10,000.00 payable by Buyer to Seller in cash, plus a credit bid of all funds extended to Seller from the Petition Date through the Closing Date pursuant the budget attached as Exhibit A (the "Purchase Price"). In no event shall the Purchase Price exceed \$400,000.00.

**3.2.b. Cure Purchase Price.** In addition to the Purchase Price, Buyer shall pay to Seller an amount equal to any and Cure Costs, if any, determined by the Bankruptcy Court pursuant to §365 of the Bankruptcy Code to be necessary to cure all defaults under the Assumed Contracts.

**3.2.c. Administrative Wind Down Purchase Price.** In addition to the Purchase Price and the Cure Amount, the Buyer shall pay to the Seller an amount not in excess of \$7,500.00, as determined by the Seller to be required to terminate the corporate forms of M&P, Fenton Law, Intrepid Capital, Inc., and the Intrepid Capital, Inc., Employee Stock Ownership Plan and Trust. To the extent the Buyer employs individuals who perform this action or pays for any fee or expense directly, the Buyer shall not be required to pay the Seller for such fee or expense.

**3.3 Deliveries.** On or before the Closing (and as a condition to Closing), and subject to the terms and conditions herein contained:

- (a) Seller shall deliver to the Buyer the following:

- (i) The Bill of Sale as set forth on Exhibit B and all other instruments of transfer, assignment, and conveyance duly executed by Seller sufficient to convey, transfer and assign to Buyer or its designee the Transferred Assets together with possession of such Transferred Assets;
- (ii) The Transferred Assets and unencumbered title to the Transferred Assets;
- (iii) The Assignment and Assumption Agreement executed by Seller as set forth on Exhibit C;
- (iv) A corporate resolution of Seller authorizing the Contemplated Transactions; and
- (v) Such other documents as Buyer or its counsel may reasonably request to demonstrate satisfaction of the conditions and compliance with this Agreement.

Simultaneously with such deliveries, all steps will be taken by Seller as may be required to put Buyer in actual possession and operating control of the Transferred Assets. Seller, at any time after the Closing, shall execute, acknowledge, and deliver any further assignments, conveyances, and other assurances, documents, and instruments of transfer reasonably requested by Buyer, and will take any other action consistent with the terms of this Agreement that may reasonably be requested by Buyer for the purpose of assigning, transferring, granting, conveying, and confirming to Buyer, or reducing to possession, any or all property to be conveyed and transferred under this Agreement.

- (b) Buyer shall deliver to Seller the following:
  - (i) The Assignment and Assumption Agreement executed by Buyer as set forth on Exhibit C;
  - (ii) The Purchase Price, and;
  - (ii) Such documents as Seller or its counsel may reasonably request to demonstrate satisfaction of the conditions and compliance with this Agreement.

#### **ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF SELLER**

**4.1 Organization, Standing, Etc. of Seller.** Seller is a corporation duly incorporated and validly existing under the laws of the jurisdiction where it is organized and has all requisite corporate power and authority to carry on its respective business as currently conducted and to own or lease and to operate the properties of the Business. Seller is in good standing and is qualified to do business in each state of the United States in which each Seller conducts its business and that requires such qualification and where the failure to so qualify would have a Material Adverse Change on the Business.

**4.2 Corporate Authorization.** The execution, delivery and performance of this Agreement and all other documents executed or to be executed pursuant to this Agreement by Seller, and the consummation of the Contemplated Transactions, have been duly authorized by all necessary corporate action on the part of Seller. This Agreement has been duly executed and delivered by duly authorized officers of Seller.

**4.3 Enforceability.** This Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms.

**4.4 Governmental Authorizations and Consents.** No consents, licenses, approvals or authorizations of, or registrations or declarations with, any Governmental Authority or any other person or entity are required to be obtained or made by Seller in connection with the execution, delivery, performance, validity and enforceability of this Agreement.

**4.6 Title to Transferred Assets.** Seller owns or has the right to use (pursuant to a valid lease or license) all assets and properties necessary for Seller to conduct the Business in the manner presently conducted by Seller, and, except for the Excluded Assets, all of such assets and properties are included in the Transferred Assets. Seller has good and marketable title to all the Transferred Assets, and pursuant to the Sale Order, Buyer shall receive good and marketable title to all the Transferred Assets, free and clear of all Liens, Liabilities and Claims. The Transferred Assets and the tangible property leased by Seller under leases included in the Transferred Assets are in good operating condition and repair to perform the jobs such Transferred Assets are currently used for, normal wear and tear excepted, and are capable of being used for their intended purpose in the Business as now conducted. All Transferred Assets, and the present use of all such items, conform to all Applicable Laws.

**4.7 Brokers.** All negotiations relating to this Agreement, and the Contemplated Transactions, have been carried on without the participation of any Person acting on behalf of Seller or its Affiliates in such manner as to give rise to any valid claim against Buyer for any brokerage or finder's commission, fee or similar compensation upon consummation of the Contemplated Transactions.

**4.8 Financial Statements/Books and Records.** All of the financial statements, documents, records, accounts, and schedules provided to Buyer (including all notes and schedules contained therein or annexed thereto) have been prepared in accordance with GAAP, consistently applied, and fairly present, in accordance with GAAP, the assets, liabilities and financial position, the results of operations and cash flows of Seller in all material respects as of the dates and for the years and periods indicated. All of the books and records of Seller are true, complete and accurate in all material respects.

**4.9 Disclosure.** None of the representations and warranties made in this Agreement or any schedules to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

**4.10 Assumed Contracts.** All of the Assumed Contracts are valid, binding and enforceable in accordance with their respective terms except as the enforceability thereof may be limited by (i) applicable bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or similar Applicable Laws in effect which affect the enforcement of creditors' rights generally or (ii) general principles of equity, whether considered in a Proceeding at law or in equity. Each of the Assumed Contracts shall be in full force and effect without penalty in accordance with its terms upon consummation of the Closing Transactions. Seller is not in default or breach under any Assumed Contract, except as may be determined in the Proceeding.



Buyer shall pay all necessary and required Cure Costs pursuant to §365 of the Bankruptcy Code. Nothing herein shall obligate Buyer to designate any particular executory contract or unexpired lease as an Assumed Contract. Except for Assumed Liabilities, no event has occurred which with the passage of time or the giving of notice or both would result in a default or breach by Seller under any Assumed Contract; and there is no existing or threatened breach or cancellation by the other parties to any Assumed Contract. Each Assumed Contract will continue to be in full force and effect on substantially similar terms immediately following the Closing.

**4.11 Tax Matters.** Seller has withheld and paid all taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, creditor, independent contractor, or other third party, and Seller has collected and paid when due all taxes required to have been collected and paid in connection with any amounts received from any customer or other third party. Seller has filed or will file all tax returns that Seller is required to file; all such tax returns were and will be correct and complete in all material respects; all taxes owed by Seller have been paid or provided for and there are no liens on any of the Transferred Assets that arose in connection with any failure (or alleged failure) to pay any tax, excepting any liens from which the Transferred Assets may be sold free and clear pursuant to the Bankruptcy Code.

**4.12 Contracts and Leases.**

(a) Except as identified in Schedule 4.15, Seller has performed all obligations required to be performed by it to date under all of the Assumed Contracts, and Seller does not know or have any reasonable grounds to know that any other party is in default, or would be in default on giving of notice or the lapse of time or both, under any Contract.

(b) True and complete documentation of all Assumed Contracts have been delivered to Buyer or made available for Buyer's inspection, and there are no amendments to or modifications of, or significant agreements of the parties relating to, any such Contracts that have not been disclosed to Buyer, and each such Contract is valid and binding on the parties thereto in accordance with its respective terms.

**4.13 Litigation and Pending Proceedings.** There are no actions, suits, proceedings, arbitrations, or investigations pending or threatened in any court or before any governmental agency or instrumentality or arbitration panel or otherwise affecting the Transferred Assets or Seller, or which would prevent the performance of this Agreement or any of the transactions contemplated hereby, or which declare the same unlawful or cause the rescission thereof, and Seller has no knowledge of a valid basis for any such potential litigation. Seller has complied with and is not in default under (and has not been charged or threatened with, and is not under an investigation with respect to, any charge concerning any violation of any provision of) any federal, state or local law, regulation, ordinance, rule, or order (whether executive, judicial, legislative or administrative), or any order, writ, injunction, or decree of any court, agency, or instrumentality.

**ARTICLE 5  
REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller as set forth below as of the date of this Agreement:

**5.1 Organization and Standing of Buyer.** Buyer is a company duly incorporated, validly existing and in good standing under the laws of the jurisdiction where it is organized and has all requisite corporate power and authority to enter into this Agreement, to carry out the Contemplated Transactions and to perform its obligations hereunder.

**5.2 Authorization.** The execution, delivery and performance of this Agreement and all other documents executed or to be executed by Buyer pursuant to this Agreement, and the consummation of the Contemplated Transactions have been duly authorized by all necessary corporate and other action on the part of Buyer. This Agreement has been duly executed and delivered by a duly authorized officer of each of the entities comprising Buyer.

**5.3 Enforceability.** This Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms, except as such enforceability may be limited by equitable principles and by applicable bankruptcy, insolvency, reorganization, arrangement, moratorium or similar laws relating to or affecting the rights of creditors generally.

**5.4 Compliance with Other Instruments and Laws.** The execution, delivery and performance of this Agreement and the consummation of the Contemplated Transactions will not conflict with or result in any violation of or default under any provision (a) of the charter or bylaws of Buyer, or (b) of any mortgage, indenture, trust, lease, partnership or other agreement or other instrument, permit, concession, grant, franchise, license, judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer or any of its properties or assets, the result of which, with respect to items identified in clause (b) would (either individually or in the aggregate) have a Material Adverse Change on the operations or financial condition of Buyer or would materially impair Buyer's ability to consummate the Contemplated Transactions.

**5.5 Brokers.** No agent, broker, Person or firm acting on behalf of Buyer or its stockholders is, or will be, entitled to any commission or broker's or finder's fees from any of the Parties, or from any Person controlling, controlled by or under common control with any of the Parties, in connection with any of the Contemplated Transactions.

**5.6 Disclosure.** None of the representations and warranties made in this Agreement by Buyer or any schedules to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

## **ARTICLE 6 COVENANTS OF SELLER**

**6.1 Sales and Transfer Taxes.** Seller shall pay at Closing all sales and transfer taxes, registration charges and transfer fees, land transfer taxes and goods and services taxes imposed by any legislation imposing a value added or multi-stage tax, applicable in respect of the purchase and sale of the Transferred Assets.



**6.2 Conduct of Business Pending the Closing.** From the date hereof until the Closing, except as otherwise approved in writing by Buyer, Seller will operate the Business. From the date hereof until the Closing, except as otherwise approved in writing by Buyer, Seller shall not enter into any agreement to sell any of the Transferred Assets.

**6.3 Access.** Subject to reasonable notice, Seller shall afford to Buyer and its accountants, counsel and other agents and representatives full access during normal business hours throughout the period prior to the Closing Date to all of the properties, books, contracts, commitments and records of the Business and, during such period, Seller shall furnish promptly to Buyer and its representatives access to all other information concerning the business, assets and personnel of the Business as Buyer may reasonably request. The Buyer shall not disclose any information obtained by the examination or discussion provided in this paragraph to any person except agents and employees of the Buyer and other persons furnishing advice to the Buyer in connection with the purchase under this agreement.

**6.4 Notice of Adverse Effect.** Between the date hereof and the Closing, Seller will give prompt notice in writing to Buyer of: (a) any information that indicates that any representation or warranty contained herein was not true and correct as of the date hereof or will not be true and correct as of the Closing Date, (b) the occurrence of any event that will result, or has a reasonable prospect of resulting, in a Material Adverse Change on the Business or in the failure to satisfy a condition required to be satisfied hereunder, and (c) any notice or other communication from any third party alleging that the consent of such third party is or may be required in connection with the transactions contemplated by this Agreement. No notice or disclosure by Seller pursuant to this Section, however, shall be deemed to amend or supplement any Schedule hereto or to prevent or cure any misrepresentation, breach of warranty, or breach of covenant.

**6.5 Right to Inspect.** Buyer shall have a right to inspect the Transferred Assets immediately before Closing.

## **ARTICLE 7 COVENANTS OF BUYER**

**Intentionally Omitted.**

## **ARTICLE 8 COVENANTS OF BOTH PARTIES**

**8.1 Notice.** Seller shall give proper notice of the Contemplated Transactions, as well as notice of the terms of the Sale Procedures Order, Sale Order and the waiver of the 10 day stay of Rules 6004(g) and 6006(d) of the Federal Rules of Bankruptcy Procedure, to, among others, all potential and actual creditors, including contingent or unliquidated creditors, parties in interest, all persons and entities to whom Seller sent notice of the fact that Seller was seeking to sell some or all of its assets and to such other persons or entities and in such manner as the Bankruptcy Court shall direct or Seller and Buyer may otherwise reasonably deem necessary. Seller may provide potential bidders with a copy of this executed Agreement and any of the pleadings relating to the sale.

**8.2 Motions, Applications and Supporting Papers.** Seller will provide Buyer and Buyer's counsel with copies of all motions, applications and supporting papers prepared by Seller (including forms of orders and notices to interested parties) relating in any way to Buyer or the Contemplated Transactions in advance of the service and filing thereof. Seller shall promptly give appropriate notice in accordance with Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure and any order of the Bankruptcy Court, and provide appropriate opportunity for hearing, to all parties entitled thereto, of all motions, orders, hearings, or other proceedings relating to this Agreement or the Contemplated Transactions.

**8.3 Commercially Reasonable Efforts.** Subject to the terms and conditions of this Agreement, each Party will use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under Applicable Laws and the terms of this Agreement to consummate the Contemplated Transactions, including at any time and from time to time after the Closing, the execution and delivery of any further instruments or documents which are reasonably requested by a Party or counsel to any Party hereto in order to evidence or facilitate the consummation of the Contemplated Transactions.

**8.4 Press Releases.** Except as required by the Bankruptcy Court or expressly permitted by this Agreement, no general public announcement or release as to any of the matters set forth herein may be made by Seller or Buyer to any third party, including the news or other media, obtaining the prior written consent of the other Party (which consent shall not be unreasonably withheld) as to the identity of such third party and the timing and content of any such announcement or release.

**8.5 Governmental Filings.** Buyer and Seller shall cooperate with one another (i) in determining whether any action by or in respect of, or filing with, any Governmental Authority is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any Contract, in connection with the consummation of the Contemplated Transactions, and (ii) in taking such actions or making any such filings, in furnishing such information as may be required in connection therewith, and in seeking timely to obtain any such actions, consents, approvals or waivers.

**8.6 Cooperation.** Seller and Buyer will use their commercially reasonable efforts:

(a) to cooperate in the defense of, consistent with applicable principles and requirements of law, any lawsuit or other legal proceeding, whether judicial or administrative, whether brought derivatively or on behalf of third Persons (including Governmental Authorities) challenging this Agreement or the Contemplated Transactions;

(b) to furnish to each other such information and assistance as may reasonably be requested in connection with the foregoing; and

(c) to reasonably assist each other as necessary with regard to the determination of contract or order closeouts or other issues which affect the Assumed Contracts, to notify Buyer of additional disallowances or potential adverse audit findings, and to consult and reach agreement with respect to advanced coordination of negotiating positions, offers of

compromise, or final agreements or settlements, all such cooperation to be at a reasonable charge to the Party receiving such cooperation.

**8.7 Communications with Customers and Suppliers.** Buyer may engage in communications with vendors, licensors, suppliers, clients and customers of Seller or the Business relating to this Agreement and the Contemplated Transactions after execution of this Agreement and prior to the Closing Date.

**8.8 Receivables.** From and after the Closing, if any Party receives any (a) funds intended for or otherwise the property of another Party pursuant to the terms of this Agreement, the receiving Party shall promptly notify and forward such funds to the other Party (and, for the avoidance of doubt, the Parties acknowledge and agree that there is no right of offset with respect to such funds, whether in connection with a dispute under this Agreement or otherwise), or (b) mail, courier package, facsimile transmission, purchase order, invoice, service request or other document intended for or otherwise the property of another Party pursuant to the terms of this Agreement, the receiving Party shall promptly notify and forward such document to the other Party. From and after the Closing, Buyer shall have the right and authority to collect for its own account all receivables and other related items that are included in the Transferred Assets and to endorse with the name of Seller any checks or drafts receive with respect to any such receivables or other related items.

## **ARTICLE 9 EMPLOYEE MATTERS**

**9.1** Seller is not a party to or negotiating, and has no obligation under any agreement, collective bargaining or otherwise, with any party relating to the compensation or working conditions of any of Seller's employees, nor is Seller under any obligation to recognize or bargain with any labor organization or union on behalf of its employees.

**9.2** Except as identified on Schedule 9.2, Seller has not entered into any contract of employment with any Person. All employees, agents, representatives, officers and directors of Seller are "at will." Buyer will not purchase, recognize, assume or otherwise acquire any rights, obligations, assets or liabilities under, arising from or resulting from any employment agreement in existence between Seller and any employee, or any person employed to consult with or perform services for Seller, or otherwise. Upon the Closing, Buyer shall offer employment to all employees of the Seller upon similar terms as their existing employment, and such employees shall be eligible to enroll in generally-available employee benefit plans, as the Buyer may determine to offer. Buyer shall provide credit for any accrued vacation, sick, and other time off earned by an employee on or before the Closing Date.

**9.3** Schedule 9.3 sets forth a correct and complete list of all compensation and benefit plans, contracts or arrangements maintained for the benefit of Seller's employees, officers and directors, to which Seller is a party or in which any of Seller's employees, officers or directors participate, including "employee benefit plans" within the meaning of §3(3) of ERISA and "nonqualified deferred compensation" plans within the meaning of §409A of the Code (the "Benefit Plans"). Correct and complete copies of any Benefit Plans or summaries of such Benefit Plans, including all material amendments thereto, and a copy of the most recent IRS

determination letter have been provided or made available to Buyer prior to the date hereof. None of Seller's employees, officers or directors participate in any equity incentive plan maintained by Seller. As of the date of this Agreement, Seller has paid and each of its employees, officers and directors has received all compensation, remuneration and benefits of whatever kind whatsoever to which he/she is entitled.

**9.4** Each of the Benefit Plans that is intended to be qualified under §401(a) of the Code has received a favorable determination, advisory, or prototype opinion letter from the Internal Revenue Service and, to Seller's knowledge, there are no facts or circumstances that would be reasonably likely to adversely affect the qualified status of any such Benefit Plan. Except as would not, individually or in the aggregate, have a Material Adverse Change, each Benefit Plan has been maintained, fully funded and administered in compliance with its terms and all Applicable Laws and no non-exempt prohibited transaction within the meaning of §406 of ERISA or §4975 of the Code has occurred.

**9.5** Seller has not promised, or ever provided for or ever promised post-retirement or post-termination medical, disability or life insurance benefits to any employee, officer or director or any dependent or beneficiary thereof, except as required under §4980B of the Code, Part 6 of Subtitle B of Title I of ERISA or any other similar Applicable Law.

**9.6** There are no pending audits or investigations by any governmental authority involving any Benefit Plan, no claims pending or, to Seller's knowledge, threatened, suits or proceedings against any Benefit Plan or asserting any rights or claims to benefits under any Benefit Plan, other than benefits payable in the ordinary course of the operations of the Benefit Plan.

**9.7** Seller has not committed any act or failed to take any required action with respect to any of the Seller's employees, officers or directors that has resulted or that may result in a violation of any federal, state, or local law or regulation relating to employment or employment discrimination, including but not limited to the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, the Immigration Reform and Control Act of 1986, the National Labor Relations Act, Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Rehabilitation Act, the Americans with Disabilities Act, the Occupational Safety and Health Act, all as amended from time to time, and all regulations under such Acts.

**9.8** Seller shall retain liability for all medical, dental, health and other claims incurred by Seller's employees, officers and directors (and their dependents) under any Benefit Plan of Seller. On account of Seller's self-insured health plan ending December 31, 2018, Buyer shall pay to Seller an amount not to exceed \$12,500, on account of any health claim presented to the Seller for payment within 90 days following of the Closing Date. Excepting for accrued vacation, sick, and other time off earned by an employee on or before the Closing Date, Buyer shall not be responsible to Seller or to any current or former employee, officer or director of Seller for any employee benefits (whether earned, accrued, or vested) arising under such employee's employment prior to the Closing, including, but not limited to, wages, salaries, employee welfare benefits, and employee retirement benefits. Seller agrees to indemnify Buyer for any claims by employees arising from Seller's failure to comply with Benefit Plan or

employee retirement plan obligations under Seller's policies and plans applicable to its employees, officer and directors. Buyer shall be liable for all medical, dental, health and other claims incurred by Seller's employees, officers and directors (and their dependents) under any Benefit Plans of Buyer on or after the Closing. For purposes of this Section, a claim shall be deemed to have been incurred on the date of the inception of the related illness or injury. Any claim relating to a hospital confinement that begins on or before the Closing but continues thereafter shall be treated as incurred before the Closing.

**9.9** Seller shall be responsible for all notices necessary, and costs of severance of its employees and shall further provide all notices to its employees and their dependents upon the termination of an employee's group health care coverage, if any, required by the Consolidated Omnibus Reconciliation Act of 1985 ("COBRA") due to the termination of employment, and shall provide any continuation coverage under COBRA elected by its employees and their dependents.

## **ARTICLE 10 BANKRUPTCY COURT MATTERS**

**10.1 Competing Transaction.** This Agreement is subject to approval by the Bankruptcy Court and the consideration by Seller of higher or better competing bids solely in respect of all or any part of the Transferred Assets and not in combination with any other assets of Seller in accordance with the terms of the Sale Procedures Order (each, a "Competing Bid"). From the date hereof (and any prior time) and until the transactions contemplated hereby are consummated, Seller, its agents and representatives may, initiate contact with, solicit or encourage submission of any inquiries, proposals or offers and respond to any inquiries by any Person in connection with any sale or other disposition of the Transferred Assets.

**10.2** Prior to filing and serving notice, Seller shall consult with Buyer concerning the Sale Motion, Bidding Procedures Order, Sale Order, any other orders of the Bankruptcy Court relating to the Contemplated Transactions, and the bankruptcy proceedings in connection therewith, and provide Buyer with copies of applications, pleadings, notices, proposed Orders and other documents relating to such proceedings in a manner that permits Buyer a reasonable amount of time to review such documents. The proposed forms of the Sale Order, Bidding Procedures Order and such other documents submitted to the Bankruptcy Court with the Sale Motion shall be in form and substance satisfactory to Buyer.

**10.3** Seller agrees that it will file the Sale Motion on or by February 4, 2019, which shall be in a form satisfactory to Buyer, and Seller will promptly take such actions as are requested by Buyer to obtain entry of the Bidding Procedures Order and Sale Order and a finding of adequate assurance of future performance by Buyer, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer hereunder and demonstrating that Buyer is a "good faith" Buyer under §363(m) of the Bankruptcy Code.

**10.4** Prior to the entry of the Bidding Procedures Order and Sale Order, Seller shall have provided notice to all known parties to the Assumed Contracts that (i) Seller intends to assume and assign such Assumed Contracts to Buyer, (ii) all Cure Costs payable in connection

with such assumption and assignment, which will be made a part of such notice, and (iii) such parties must file any objection to such assumption and assignment or such Cure Costs by the deadline set forth in the Bidding Procedures Order (or other order) or else waive and be estopped from any objection to such assumption and assignment or such Cure Costs.

**10.5** Seller shall obtain, at its expense, to the extent required, all waivers, permits, consents, approvals or other authorizations from Governmental Authority and all other parties, creditors, Persons, and to effect all registrations, filings and notices with or to Governmental Authority and all other Persons, as may be required for the assumption and assignment of the Transferred Assets, or to otherwise comply with all Applicable Laws in connection with the Contemplated Transactions by this Agreement and to permit Buyer to own the Transferred Assets; provided however, for all purposes of this Agreement (including all representations and warranties of the Seller contained herein), the Seller shall be deemed to have obtained all required consents in respect of the assignment of any Transferred Assets if and to the extent that the Seller is authorized to assume and assign the Transferred Assets to Buyer under §§363 or 365 of the Bankruptcy Code pursuant to the terms of the Sale Order or other order of the Bankruptcy Court. Seller shall keep Buyer reasonably informed, including providing copies of correspondence and other material information, on a timely basis, as to the status of Seller's efforts to obtain such waivers, permits, consents, approvals or other authorizations.

**10.6** Seller covenants and agrees that the terms of any proposed order of the Bankruptcy Court shall not conflict with, supersede, abrogate, nullify, modify or restrict the terms of this Agreement, the Bidding Procedures Order or the Sale Order or the rights of Buyer hereunder or thereunder.

**10.7** The Sale Order, and such other orders of the Bankruptcy Court relating to the Contemplated Transactions shall be in form and substance satisfactory to Buyer and shall expressly provide , among other things:

- (i) the Contemplated Transactions shall vest Buyer with all right, title, and interest of Seller to the Transferred Assets, free and clear of all Liens, Liabilities, Excluded Liabilities, Claims and interests pursuant to § 363(f) of the Bankruptcy Code;
- (ii) the assumption by Seller and assignment to Buyer pursuant to § 365 of the Bankruptcy Code of the Assumed Contracts and leases free and clear of all Liens, Liabilities and Claims;
- (iii) a finding that Buyer has acted in good faith within the meaning of § 363(m) of the Bankruptcy Code, the Contemplated Transactions by this Agreement have been undertaken by Seller and Buyer at arm's length and without collusion, and Buyer is entitled to the protections of § 363(m) of the Bankruptcy Code;
- (iv) all persons and entities shall be enjoined from taking any actions against Buyer, any affiliate or assignee of Buyer, or the Transferred Assets to recover any Claim that such person has against Seller;



- (v) Buyer shall have no successor liability on account of the purchase or sale of the Transferred Assets or the Contemplated Transaction;
- (vi) due notice of the Sale Motion, Bidding Procedures Order, Sale Order, and this Agreement shall have been provided;
- (vii) that Seller will be authorized and directed to execute, upon request by Buyer, one or more assignments in form, substance and number reasonably acceptable to Buyer, as may be necessary to evidence the conveyance of the Transferred Assets to Buyer;
- (viii) that the total consideration provided by Buyer hereunder constitutes fair value for the Transferred Assets;
- (ix) an exemption from transfer tax pursuant to §1146(a) of the Bankruptcy Code;
- (x) the sale process conducted by Seller and/or its agents (including any auction or bid solicitation process) was non-collusive, fair and reasonable and was conducted in good faith and Seller did not engage in any conduct which would allow the transactions contemplated by this Agreement to be set aside pursuant to §363(n) of the Bankruptcy Code;
- (xi) the Sale Order is binding upon all parties, including any successors to Seller and any trustees in respect of Seller or the Transferred Assets in the case of any proceeding under Chapter 7 or Chapter 11 of the Bankruptcy Code;
- (xii) there shall be sufficient cause to lift the stay contemplated by Rules 6004(h) and 6006(d) of the Federal Rules of Bankruptcy Procedure with regards to the Contemplated Transactions; and
- (xiii) the Bankruptcy Court retains exclusive jurisdiction to interpret and enforce the provisions of this Agreement, the Contemplated Transactions and the Sale Order in all respects.

## **ARTICLE 11**

### **CONDITIONS TO OBLIGATIONS OF BUYER TO CLOSE**

The obligations of Buyer to purchase the Transferred Assets and otherwise consummate the Contemplated Transactions are subject to the satisfaction of the following conditions (any of which may be waived by Buyer, in its sole discretion, in whole or in part):

**11.1 Accuracy of Representations and Warranties.** The representations and warranties of Seller set forth in Article 4 shall be accurate in all material respects as of the Closing, as though made on and as of the Closing Date, except to the extent that any of such representations and warranties refers specifically to a date other than the Closing Date, in which case such representation or warranty shall have been accurate in all material respects as of such other date.

**11.2 Bankruptcy Orders.** The Bidding Procedures Order and Sale Order shall each have been entered by the Bankruptcy Court and become final orders, and the applicable appeal periods with respect thereto shall have expired without the filing of any appeal, or if an appeal has been filed, such appeal has been dismissed or determined by a court of competent jurisdiction to be non-meritorious.

**11.3 Performance.** Seller shall have performed in all material respects all obligations required by this Agreement to be performed by Seller on or before the Closing.

**11.4 No Conflict.** The Contemplated Transactions and the consummation of the Closing shall not be illegal or prohibited under any Applicable Law. No temporary restraining order, preliminary or permanent injunction, cease and desist order or other order issued by any court of competent jurisdiction or any competent Governmental Authority or any other legal restraint or prohibition preventing the transfers contemplated hereby or the consummation of the Closing shall be in effect, and there shall be no pending or threatened actions or proceedings by questioning or attaching this Agreement or the Contemplated Transactions.

**11.5 Consents.** All approvals, consents, waivers and authorizations required to be obtained by Seller in connection with the Contemplated Transactions shall have been obtained and shall be in full force and effect, including but not limited to any software license consents necessary to operate any of the Transferred Assets, except where the failure to obtain such consents did not and would not reasonably be expected to result in a Material Adverse Change on the Business.

**11.6 Material Adverse Change.** As of the Closing Date, there has been no Material Adverse Change on the Business, Seller or the Transferred Assets.

**11.7 Transfer Documents.** Seller shall have delivered to Buyer at the Closing all documents, certificates and agreements necessary to transfer to Buyer all of Seller's right and title to and interests in the Transferred Assets free and clear of all Liens, Liabilities and Claims, except Permitted Encumbrances or those assumed by Buyer.

**11.8 Transaction Documents.** Buyer and Seller shall have entered into the Transaction Documents.

**11.9 Further Instruments.** Buyer shall have received from Seller such further instruments of assignment, conveyance or transfer or other documents of further assurance, in form and substance reasonably satisfactory to Buyer, as Buyer may reasonably request.

**11.10 Corporate Approval.** Seller shall have taken or caused to be taken all necessary or desirable actions, steps and corporate proceedings (including director, stockholder or other corporate Consents) to approve and authorize the Contemplated Transactions and the sale of the Transferred Assets by Seller to Buyer, and to approve and authorize the execution and delivery of this Agreement by Seller, and Seller shall deliver to Buyer at Closing a certificate to all such effects.

**11.11 Liens Released.** Each Lien, if any, relating to the Transferred Assets shall have been terminated and released and proof thereof delivered to Buyer as of the Closing, or the



Buyer having obtained an Order of the Bankruptcy Court that all Transferred Assets are transferred to the Buyer free and clear of such Liens, Liabilities and Claims.

**11.12 Assignment of Customer/Client Contracts.** Buyer shall have received, in its sole and absolute discretion, Seller's customer's and client's consent to the assumption and assignment of the Assumed Contracts in accordance with §365 of the Bankruptcy Code.

## **ARTICLE 12 CONDITIONS TO OBLIGATIONS OF SELLER TO CLOSE**

The obligation of Seller to sell the Transferred Assets and otherwise consummate the Contemplated Transactions are subject to the satisfaction, as of the Closing Date, of the following conditions (any of which may be waived by Seller, in its sole discretion, in whole or in part):

**12.1 Accuracy of Representations and Warranties.** The representations and warranties of Buyer set forth in Article 5 shall be accurate in all material respects as of the Closing, as though made on and as of the Closing Date, except to the extent that any of such representations and warranties refers specifically to a date other than the Closing Date, in which case such representation or warranty shall have been accurate in all material respects as of such other date.

**12.2 Performance.** Buyer shall have performed in all material respects all obligations required by this Agreement to be performed by Buyer on or before the Closing.

**12.3 Assumption Agreement.** Seller shall have received from Buyer the Assumption and Assignment Agreement, in form and substance substantially similar to that attached as Exhibit C, under which Buyer shall have assumed the Assumed Liabilities.

**12.4 Transaction Documents.** Buyer shall have executed the other Transaction Documents.

**12.5 Payment.** Seller shall have received immediately available funds by wire transfer in the amount of the Purchase Price.

## **ARTICLE 13 TERMINATION**

**13.1 Right to Terminate Agreement.** This Agreement may be terminated and the Contemplated Transactions may be abandoned at any time prior to the Closing (the actual date on which this Agreement is terminated being referred to herein as the "Termination Date"):

- (a) by mutual written consent of Buyer and Seller, subject to any necessary Bankruptcy Court approval;
- (b) by Buyer, if the Bidding Procedures Order is for any reason (other than a material breach or material default hereunder by Buyer) not entered and approved by the Bankruptcy Court on or before February 14, 2019 or the Sales Order is for any reason

(other than a material breach or material default hereunder by Buyer) not entered and approved by the Bankruptcy Court on or before March 14, 2019;

(c) by Buyer, if Seller (i) materially breaches any of its representations or warranties, or materially breaches or fails to perform any of its covenants or obligations, under this Agreement;

(d) by Buyer, if the Proceedings are dismissed or converted to a case under Chapter 7 of the Bankruptcy Code, or if a trustee or examiner is appointed in the Proceedings to operate or manage the financial affairs, the Business, the Transferred Assets or the reorganization of Seller;

(e) by Buyer or Seller, if the Closing has not occurred on or before March 20, 2019, unless such failure to close is due to the failure of the Party seeking to terminate this Agreement to fully comply with its obligations under this Agreement;

(f) automatically, if Buyer is not ultimately the successful bidder at the Auction and the Seller consummates a sale of the Transferred Assets with any other party other than Buyer.

**13.2 Procedure Upon Termination.** In the event of termination by Buyer or Seller, or both, written notice thereof shall forthwith be given to the other Party, and this Agreement shall terminate, and the purchase and assumption of the Transferred Assets and Assumed Liabilities hereunder shall be abandoned, without further action by Buyer or Seller.

**13.3 Effect of Termination.** In the event that this Agreement is validly terminated as provided herein, then each of the Parties shall be relieved of its duties and obligations arising hereunder after the Termination Date and such termination shall be without liability to Buyer or Seller.

## **ARTICLE 14 MISCELLANEOUS PROVISIONS**

**14.1 Further Assurances.** Each Party agrees, at any time and from time to time after the Closing Date, upon reasonable request from the other Party, to do, execute, acknowledge and deliver, as appropriate, such further acts, deeds, assignments, transfers, conveyances, assumptions, documents and powers of attorney as may reasonably be required for (a) the better assigning, transferring, granting, conveying, assuming, assuring and confirming to such other Party, or its successors and assigns, of any of the assets, properties or liabilities to be assigned to it, or (b) the reassignment or return to Seller of assets that may have been inadvertently assigned, transferred or delivered to Buyer but should not have been so assigned, transferred or delivered, in each case as provided in the Transaction Documents.

**14.2 Notices.** All notices, requests, demands, waivers and other communications required or permitted to be given under the Transaction Documents shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, (c) sent by next-day or

overnight mail or courier or (d) sent by facsimile transmission. All such notices, requests, demands, waivers and other communication shall be deemed to have been received (i) if by personal delivery, upon delivery, (ii) if by certified or registered mail, on the third business day after the mailing thereof, (iii) if by next-day or overnight mail or courier, on the business day after such mailing, or (iv) if by facsimile, three hours after the sender receives a fax confirmation, unless the fax is sent after 3:00 p.m. on a business day or on a non-business day, in which case it shall be deemed received on the next business day.

If to Buyer:

Jeffrey Weber  
Weber & Olcese, PLC  
3250 West Big Beaver Rd., Ste. 124  
Troy, Michigan 48084  
Tel: (248) 283-8630  
Fax: (248) 250-5883

If to Seller:

Steven Douglas  
M&P Collections, Inc.  
2401 Stanley Gault Parkway  
Louisville, Kentucky 04223  
Tel:  
Fax:

With a copy to:

Michael I. Zousmer, Esq.  
Zousmer Law Group PLC  
4190 Telegraph Rd., Ste. 3000  
Bloomfield Hills, Michigan 48302  
Tel: (248) 351-0099  
Fax: (248) 209-6457

With a copy to:

Charity S. Bird  
Kaplan Johnson Abate & Bird LLP  
710 West Main Street  
4<sup>th</sup> Floor  
Louisville, Kentucky 40202  
Tel: (502) 540-8285  
Fax: (502) 540-8282

or, in each case, to such other address as may be specified in writing to the other Parties.

Any Party may give any notice, instruction or communication in connection with the Transaction Documents using any other means (including telecopy or ordinary mail), but no such notice, instruction or communication shall be deemed to have been delivered unless and until it is actually received by the Party to whom it was sent. Any Party may change the address to which notices, instructions, or communications are to be delivered by giving the other Parties to the Transaction Documents notice thereof in the manner set forth in Section 14.2.

**14.3 Entire Agreement, Amendment, Governing Law.** The Transaction Documents (together with the Exhibits and Schedules thereto) embody the entire agreement and understanding between the Parties hereto with respect to the subject matter thereof. The Transaction Documents may be amended, modified, waived, discharged or terminated only by (and any consent hereunder shall be effective only if contained in) an instrument in writing signed by the Party against which enforcement of such amendment, modification, waiver, discharge, termination or consent is sought. The Transaction Documents shall be construed in accordance with and governed by the laws of the State of Michigan, without giving effect to conflict of law principles contained therein, as it applies to contracts to be performed entirely within Michigan.

**14.4 Severability.** Any term or provision of the Transaction Documents that is invalid or unenforceable in any jurisdiction, as to such jurisdiction, shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining terms and provisions of the Transaction Documents or affecting the validity or enforceability of any of the terms or provisions of the Transaction Documents in any other jurisdiction.

**14.5 Reliance on Counsel and Other Advisors.** Each Party has consulted such legal, financial, technical or other experts as it deems necessary or desirable before entering into the Transaction Documents. Each Party represents and warrants that it has read, knows, understands and agrees with the terms and conditions of the Transaction Documents.

**14.6 Exhibits and Schedules.** Each of the Exhibits and Schedules referred to in the Transaction Documents and attached thereto is an integral part of the Transaction Documents and is incorporated in the respective Transaction Documents by this reference.

**14.7 Rules of Construction.** Unless the context otherwise requires: (a) a term has the meaning assigned to it; (b) an accounting term not otherwise defined has the meaning assigned to it in accordance with generally accepted accounting principles; (c) references in the singular or to “him,” “her,” “it,” “itself” or other like references, and references in the plural or the feminine or masculine reference, as the case may be, shall also, when the context so requires, be deemed to include the plural or singular, or the masculine or feminine reference, as the case may be; (d) the use of the word “including” shall mean including, without limitation, with regard to the items listed thereafter; (e) provisions apply to successive events and transactions; (f) references to Articles, Sections, Schedules and Exhibits in a Transaction Document shall refer to Articles, Sections, Schedules and Exhibits of that Transaction Document, unless otherwise specified; (g) the headings in the Transaction Documents are for convenience and identification only and are not intended to describe, interpret, define or limit the scope, extent, or intent of the respective Transaction Documents or any provision thereof; (h) the Transaction Documents shall be construed without regard to any presumption or other rule requiring construction against the Party that drafted and caused the Transaction Documents to be drafted; (i) the use of the term “specific” in relation to a subject means relating exclusively to that subject; and (j) references to “commercially reasonable efforts” in the Transaction Documents shall require the efforts that a prudent person desirous of achieving a commercially reasonable result would use in similar circumstances to achieve a result within a commercially reasonable time.

**14.8 Assignment.** No Party to this Agreement shall have the right to assign any of its rights and obligations hereunder without the prior written consent of the other Parties hereto. To the extent that any such assignment occurs in accordance with the terms hereof, this Agreement and all provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Notwithstanding the foregoing, the Buyer shall be permitted to assign, in whole or in part, its right to purchase the Transferred Assets, or to transfer this Agreement upon notice to Seller.

**14.9 Counterparts.** The Transaction Documents may be executed in several counterparts and by facsimile, each of which shall be considered an original, but all of which shall constitute one instrument.

**14.10 Submission to Jurisdiction.** Without limiting any Party's right to appeal any Order of the Bankruptcy Court, (a) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms hereof and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (b) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent to and submit to the constitutional authority, jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 14.2. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the constitutional authority, jurisdiction and venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each Party hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each Parties hereto hereby consents to process being served by any Party to this Agreement in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 14.2.

**14.11 Survival.** Each Party's representations, warranties, covenants, and agreements set forth in this Agreement shall survive the Closing.

**14.12 Bulk Sales.** The Parties hereby (a) waive compliance with the provisions of any bulk sales, bulk transfer or similar Applicable Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Transferred Assets to Buyer and (b) acknowledge and agree that, for the avoidance of doubt, any Liabilities arising out of the failure of Seller or any of its Affiliates to comply with the requirements and provisions of any bulk sales, bulk transfer or similar Applicable Laws of any jurisdiction that would not otherwise constitute Assumed Liabilities shall continue to be treated as Excluded Liabilities.

**14.13 Waiver of Jury Trial.** EACH PARTY (I) ACKNOWLEDGES AND AGREES THAT ANY ACTION THAT MAY ARISE UNDER OR RELATE TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND (II) HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY (A) CERTIFIES AND ACKNOWLEDGES THAT NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF ANY ACTION, SEEK TO ENFORCE THE FOREGOING WAIVER, (B) CERTIFIES AND ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION OF THIS AGREEMENT, (C) UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER AND (D) MAKES THIS WAIVER VOLUNTARILY.

(Signatures on Following Page)

**IN WITNESS WHEREOF**, the Parties hereto have duly caused this Agreement to be executed as of the date first above written.

**“BUYER”**

**WEBER & OLCESE, PLC**



By: Jeffrey M. Weber

Its: Member

**“SELLER”**

**M & P COLLECTIONS, INC.**



By: Steven Douglas

Its: Pres.

**F&M LAW FIRM, P.S.C. d/b/a FENTON LAW  
FIRM, PSC**



By: Thomas C. Fenton

Its: President

**SCHEDULES**

<b><u>SCHEDULE</u></b>	<b><u>SUBJECT MATTER</u></b>
1.0	Definitions
2.2	Excluded Assets
2.4	Assumed Liabilities
4.15	Contracts and Leases
9.2	Employment Contracts
9.3	Benefit Plans



## **SCHEDULE 1.0**

The following terms, as used in any Transaction Document or this Agreement shall have the following meanings unless otherwise specifically defined therein:

“*Accounts Receivable*” means all proceeds or payment that Seller will receive from its customers or clients who have purchased its goods or services.

“*Action*” shall mean any action, claim, suit (whether civil, criminal, administrative, judicial or investigative), audit, hearing, arbitration, mediation, subpoena, discovery request, proceeding or investigation by or before any court or grand jury, any Governmental Authority, arbitration tribunal or mediator.

“*Affiliate*” means, as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by or is under common control with such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, either to (a) vote 10% or more of the securities having ordinary voting power for the election of directors of such Person or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

“*Agreement*” means this Asset Purchase Agreement (including the Exhibits and the Schedules), as the same from time to time may be amended, supplemented or waived.

“*Applicable Law*” means all applicable provisions of all (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, ordinances, codes or orders of any Governmental Authority, and (b) orders, decisions, injunctions, judgments, awards and decrees of, or agreements with, any Governmental Authority.

“*Assumed Contracts*” shall mean the Business Contracts and Real Property Lease that Buyer has designated for assumption pursuant to and in accordance with the terms of this Agreement.

“*Assumed Liabilities*” has the meaning set forth in Section 2.4 of the Agreement.

“*Bankruptcy Code*” has the meaning set forth in the Recitals to the Agreement.

“*Bankruptcy Court*” means the United States Bankruptcy Court; Western District of Kentucky; Louisville Division.

“*Bidding Procedures*” means the bidding procedures attached as an Exhibit to the Sale Motion.

“*Bidding Procedures Order*” means a final and non-appealable order of the Bankruptcy Court or the United States District Court, exercising jurisdiction, in a form and substance reasonably acceptable to Buyer, which form has been agreed to among Buyer and Seller prior to the date of execution of this Agreement.



“*Books and Records*” means the books and records of Seller including manuals, price lists, mailing lists, lists of customers, sales and promotional materials, purchasing materials, personnel records, manufacturing and quality control records and procedures, research and development files, and accounting records (regardless of the media in which stored), in each case that are used or held for use or that arise primarily out of the conduct of the operation of the Business.

“*Business*” has the meaning set forth in the Recitals to the Agreement.

“*Business Contracts*” shall mean all Contracts to which Seller is a party and which exclusively relate to, are exclusively used in, or are held exclusively for use in the Business, excluding Real Property Leases and those Contracts that expire or are terminated prior to the Closing.

“*Buyer*” has the meaning set forth in the preamble to the Agreement.

“*Closing*” has the meaning set forth in Section 3.1 of the Agreement.

“*Closing Date*” has the meaning set forth in Section 3.1 of the Agreement.

“*Code*” shall mean the Internal Revenue Code of 1986, as amended.

“*Consent(s)*” means any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, exemption, order or variance of, registration, certificate, declaration or filing with, or report or notice to, any Person, including, but not limited to, any Governmental Authority.

“*Contemplated Transactions*” means the transactions contemplated by the Agreement.

“*Contracts*” means all legally binding agreements, contracts, commitments, orders, licenses, leases and other instruments and arrangements.

“*Cure Costs*” means any and all costs, expenses or actions that Buyer would be required to pay or perform to assume any of the Assumed Contracts pursuant to §365(f) of the Bankruptcy Code.

“*Effective Time*” has the meaning set forth in Section 3.1 of the Agreement.

“*Excluded Assets*” has the meaning set forth in Section 2.2 of the Agreement.

“*Exhibits*” means the Exhibits to the Agreement.

“*Fixed Assets*” means all machinery, equipment, furniture, furnishings, and other tangible personal property owned by Seller and used or held for use in the Business.

“*Governmental Authority*” means any nation or government, any state or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or

administrative functions of or pertaining to government, including, without limitation, any governmental authority or quasi-governmental agency, department, board, commission or instrumentality of the United States, any state of the United States or any political subdivision thereof, any tribunal or arbitrator(s) of competent jurisdiction and any self-regulatory organization.

*“Income Tax”* means any federal, state, local or foreign income or franchise tax, including any interest, penalty or addition thereto.

*“Income Tax Return”* means any Tax Return with respect to Income Taxes.

*“IRS”* means the Internal Revenue Service.

*“Liability”* means, with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise and whether or not the same is required to be accrued on the financial statements of such Person or is disclosed on any Schedule to the Agreement.

*“Lien(s)”* means any mortgage, pledge, assessment, security interest, liens easement, license, option, covenant, condition, restriction, levy, charge, claim, right of first refusal, right of first offer, right of use or occupancy or other legal or equitable encumbrance affecting title or any other interest in property, or other encumbrance of any kind or any claim of any kind.

*“Losses”* means claims, losses, liabilities, damages, deficiencies, costs and expenses, including without limitation, losses resulting from the defense, settlement and/or compromise of a claim and/or demand and/or assessment, reasonable attorneys, accountants and expert witnesses’ fees, costs and expenses of investigation, and the costs and expenses of recouping such losses.

*“Material Adverse Change”* means any event, occurrence, fact, condition or change that is, or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the Business, results of operations, condition (financial or otherwise) or assets of the Business or Seller, (b) the value of the Transferred Assets, or (c) the ability of Seller to consummate the transactions contemplated hereby on a timely basis.

*“Permits”* means any license, permit, qualification or registration and any other authorization from Governmental Authorities.

*“Permitted Encumbrances”* means (i) statutory liens for current Taxes, assessments or governmental charges or levies not yet due; and (ii), rights-of-way, zoning and similar restrictions and other similar charges and encumbrances on the use of real property and minor irregularities in the title thereto which do not (A) secure obligations for the payment of money or (B) materially impair the value of such property or the use thereof by Buyer.

“*Person*” means any natural person, firm, partnership, association, corporation, company, limited liability company, trust, business trust, Governmental Authority or other entity.

“*Policies*” means any and all insurance policies pertaining to Transferred Assets, Excluded Assets, Assumed Liabilities, Excluded Liabilities or otherwise related to the operation or conduct of the Business.

“*Policy*” means an insurance policy pertaining to Transferred Assets, Excluded Assets, Assumed Liabilities, Excluded Liabilities or otherwise related to the operation or conduct of the Business.

“*Proceedings*” has the meaning set forth in the Recitals hereto. “*Purchase Price*” has the meaning set forth in Section 3.2 of the Agreement.

“*Real Property Leases*” shall mean each parcel of real property that is occupied exclusively in, or held exclusively for use in the Business and is leased, subleased, licensed or occupied by Seller.

“*Sale Motion*” means the motion (including any exhibits thereto and any related documents or pleadings filed by the Seller in connection therewith) to be filed in the Bankruptcy Court on or by February 3, 2019, requesting approval of the Bidding Procedures Order and the Sale Order, which shall be in form and substance reasonably acceptable to the Buyer.

“*Sale Hearing*” shall mean the hearing by the Bankruptcy Court with respect to the Sale Motion.

“*Sale Order*” means an order granting the Sale Motion in a form acceptable to Buyer entered by the Bankruptcy Court, which order shall authorize Seller to, among other things, sell and assign the Transferred Assets and Assumed Contracts to Buyer.

“*Schedules*” means the Schedules to the Agreement.

“*Seller*” has the meaning set forth in the preamble to the Agreement.

“*Subsidiary*” means and refers to any corporation, association or other business entity of which more than fifty (50) percent of the issued and outstanding shares of capital stock or equity interests is owned or controlled, directly or indirectly, by Seller or Buyer, as the case may be, and in which Seller or Buyer, as the case may be, has the power, directly or indirectly, to elect a majority of the directors or other governing body.

“*Tax Code*” means the Internal Revenue Code of 1986, as amended.

“Tax” (and, with correlative meaning, “Taxes,” “Taxable” and “Taxing”) means (a) any federal, state, local or foreign income, gross receipts, franchise, estimated, alternative minimum, add-on minimum, sales, use, registration, transfer, value added, excise, natural resources, severance, stamp, occupation, premium, windfall profits, environmental, customs, duty, real property, real property gains, personal property, capital stock, social security, unemployment, disability, payroll, license, employee or other withholding or other tax

assessment, fees, levy or other governmental charge of any kind whatever, whether disputed or not, including any interest, penalties or additions to tax or additional amounts in respect of the foregoing; (b) any Liability for or in respect of the payment of any amount of a type described in clause (c) of this definition arising as a result of being or having been a member of any Relevant Group and (d) any Liability for or in respect of the payment of any amount of a type described in clauses (a) or (b) of this definition as a transferee or successor, by contract or otherwise.

“*Tax Return*” means any return, report, declaration, form, claim for refund or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

“*Transaction Documents*” means the Agreement and the other documents and instruments contemplated by the Agreement to be delivered at the Closing.

“*Transferred Assets*” has the meaning set forth in Section 2.1 of the Agreement.

“*Transferred Intellectual Property*” means all foreign and domestic patents, patent applications, registered and unregistered copyrights, copyright applications, registered and unregistered trademarks, trademark applications, trade names, service marks, business names, inventions, invention disclosures, designs, logos, assembly instructions, drawings, blueprints, trade secrets, research and development data and know-how, computer files and data, assignable computer software, confidential information or other intangible property or intellectual property, in each case used or held for use in the conduct of the Business and all goodwill associated with any of the foregoing. Transferred Intellectual Property shall also include, with respect to the foregoing, all contracts, agreements, licenses, books, records, studies (including engineering notebooks, test data and infringement studies), as well as all assignable rights, claims, credits, guarantees, warranties and causes of action.

“*U.S. Government*” means the United States government, including any and all departments, agencies, commissions, branches and instrumentalities thereof, as well as any corporations owned or chartered by the United States government.

**SCHEDULE 2.2 – EXCLUDED ASSETS**

None

**SCHEDULE 2.4 – ASSUMED LIABILITIES**

New Printer Lease:	H.P. Financial
Real Estate Lease:	Oakland 2600/2700
Phone:	Momentum
Collection Software:	CLS
Mail Machine Software:	Opex
Mail Machine Hardware:	Gennese

**SCHEDULE 4.15 – CONTRACTS AND LEASES**

See attached



**Fill in this information to identify the case:**

Debtor name F&M Law Firm, P.S.C.

United States Bankruptcy Court for the: WESTERN DISTRICT OF KENTUCKY

Case number (if known) \_\_\_\_\_

Check if this is an amended filing

**Official Form 206G**

**Schedule G: Executory Contracts and Unexpired Leases**

12/15

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, number the entries consecutively.

**1. Does the debtor have any executory contracts or unexpired leases?**

No. Check this box and file this form with the debtor's other schedules. There is nothing else to report on this form.

Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B).

**2. List all contracts and unexpired leases**

**State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**

2.1. State what the contract or lease is for and the nature of the debtor's interest **Internet services**

State the term remaining **03/2021**

List the contract number of any government contract \_\_\_\_\_

**ACC Business  
PO Box 105306  
Atlanta, GA 30348-5306**

2.2. State what the contract or lease is for and the nature of the debtor's interest **Notice only - Internet services**

State the term remaining \_\_\_\_\_

List the contract number of any government contract \_\_\_\_\_

**ACC Business  
400 West Avenue  
Rochester, NY 14611**

2.3. State what the contract or lease is for and the nature of the debtor's interest **Internet service**

State the term remaining \_\_\_\_\_

List the contract number of any government contract \_\_\_\_\_

**CBTS  
PO Box 748001  
Cincinnati, OH 45274-8001**

2.4. State what the contract or lease is for and the nature of the debtor's interest **Foreign language calls**

State the term remaining \_\_\_\_\_

List the contract number of any government contract \_\_\_\_\_

**CTS Languagelink  
701 NE 136th Ave, Suite 200  
Vancouver, WA 98684**

Debtor 1 **F&M Law Firm, P.S.C.** Case number (if known) \_\_\_\_\_  
First Name Middle Name Last Name

**Additional Page if You Have More Contracts or Leases**

**2. List all contracts and unexpired leases** State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.5. State what the contract or lease is for and the nature of the debtor's interest **Computer lease**  
State the term remaining **ends 11/1/18**  
List the contract number of any government contract \_\_\_\_\_ **DDI Leasing, Inc.  
221 Somerville Road  
Bedminster, NJ 07921**

2.6. State what the contract or lease is for and the nature of the debtor's interest **Appearance Counsel**  
State the term remaining \_\_\_\_\_  
List the contract number of any government contract \_\_\_\_\_ **Docketly  
1880 Industrial Circle Suite C  
Longmont, CO 80501**

2.7. State what the contract or lease is for and the nature of the debtor's interest **Opex scanner lease**  
State the term remaining \_\_\_\_\_  
List the contract number of any government contract \_\_\_\_\_ **Genessee Capital  
PO Box 701914  
Plymouth, MI 48170**

2.8. State what the contract or lease is for and the nature of the debtor's interest **Outsourced HR**  
State the term remaining \_\_\_\_\_  
List the contract number of any government contract \_\_\_\_\_ **IntegrityHR  
917 Lily Creek Road  
Louisville, KY 40243**

2.9. State what the contract or lease is for and the nature of the debtor's interest **Security System**  
State the term remaining \_\_\_\_\_  
List the contract number of any government contract \_\_\_\_\_ **Johnson Controls  
PO Box 371967  
Pittsburgh, PA 15250-7967**

2.10. State what the contract or lease is for and the nature of the debtor's interest **Fire system**  
State the term remaining \_\_\_\_\_  
List the contract number of any government contract \_\_\_\_\_ **Johnson Controls  
PO Box 371967  
Pittsburgh, PA 15250-7967**

Debtor 1 **F&M Law Firm, P.S.C.** Case number (if known) \_\_\_\_\_  
First Name Middle Name Last Name

**Additional Page if You Have More Contracts or Leases**

**2. List all contracts and unexpired leases** State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

government contract \_\_\_\_\_

2.11. State what the contract or lease is for and the nature of the debtor's interest **Copiers leased**  
State the term remaining  
List the contract number of any government contract \_\_\_\_\_ **Konica Minolta Premier Finance  
PO Box 35701  
Billings, MT 59107-5701**

2.12. State what the contract or lease is for and the nature of the debtor's interest **Communications service**  
State the term remaining  
List the contract number of any government contract \_\_\_\_\_ **Level 3 Communications  
PO Box 910182  
Denver, CO 80291**

2.13. State what the contract or lease is for and the nature of the debtor's interest **Online service**  
State the term remaining  
List the contract number of any government contract \_\_\_\_\_ **LexisNexis  
PO Box 733106  
Dallas, TX 75373-3106**

2.14. State what the contract or lease is for and the nature of the debtor's interest **Lease for mail machine**  
State the term remaining  
List the contract number of any government contract \_\_\_\_\_ **MailFinance  
PO Box 123682  
Dallas, TX 75312**

2.15. State what the contract or lease is for and the nature of the debtor's interest **Health insurance TPA**  
State the term remaining  
List the contract number of any government contract \_\_\_\_\_ **Meritain  
18444 N 25th Ave  
Suite 410  
Phoenix, AZ 85023**

2.16. State what the contract or lease is for and the nature of the debtor's interest **Mobile Mini, Inc  
PO Box 650882  
Dallas, TX 75265-0882**

Debtor 1 **F&M Law Firm, P.S.C.** Case number (if known) \_\_\_\_\_  
First Name Middle Name Last Name

**Additional Page if You Have More Contracts or Leases**

**2. List all contracts and unexpired leases** State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

State the term remaining

List the contract number of any government contract \_\_\_\_\_

2.17. State what the contract or lease is for and the nature of the debtor's interest **Phone system**

State the term remaining **May 2021**

List the contract number of any government contract \_\_\_\_\_ **Momentum Telecom Inc  
29361 Network Place  
Chicago., IL 60673-1293**

2.18. State what the contract or lease is for and the nature of the debtor's interest **Scanner software and license**

State the term remaining

List the contract number of any government contract \_\_\_\_\_ **Opex  
305 Commerce Drive  
Moorestown, NJ 08057**

2.19. State what the contract or lease is for and the nature of the debtor's interest **M&E postage machine lease**

State the term remaining

List the contract number of any government contract \_\_\_\_\_ **Pitney Bowes  
PO Box 371887  
Pittsburgh, PA 15250**

2.20. State what the contract or lease is for and the nature of the debtor's interest **Offsite labor**

State the term remaining

List the contract number of any government contract \_\_\_\_\_ **Provana  
901 Warrenville Road  
Lisle, IL 60532**

2.21. State what the contract or lease is for and the nature of the debtor's interest **Debtor location and job search**

State the term remaining

List the contract number of any government contract \_\_\_\_\_ **RNN Group, Inc  
PO Box 844773  
Los Angeles, CA 90064**

Debtor 1 **F&M Law Firm, P.S.C.** Case number (if known) \_\_\_\_\_  
First Name Middle Name Last Name

**Additional Page if You Have More Contracts or Leases**

**2. List all contracts and unexpired leases** State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.22. State what the contract or lease is for and the nature of the debtor's interest **Waste removal**  
State the term remaining  
List the contract number of any government contract \_\_\_\_\_ **Rumpke  
10795 HUGHES ROAD  
Cincinnati, OH 45251**

2.23. State what the contract or lease is for and the nature of the debtor's interest **Maintenance contract for Neopost Mailing**  
State the term remaining  
List the contract number of any government contract \_\_\_\_\_ **Scott Mailing and Shipping  
11461 Blankenbaker Access Dr  
Louisville, KY 40299**

2.24. State what the contract or lease is for and the nature of the debtor's interest **Suit service**  
State the term remaining  
List the contract number of any government contract \_\_\_\_\_ **Specialized Attorney Services  
8900 Greenway Common Place  
Louisville, KY 40220**

2.25. State what the contract or lease is for and the nature of the debtor's interest **Equifax**  
State the term remaining  
List the contract number of any government contract \_\_\_\_\_ **Talx  
4076 Paysphere Circle  
Chicago, IL 60674**

2.26. State what the contract or lease is for and the nature of the debtor's interest **Directory service**  
State the term remaining  
List the contract number of any government contract \_\_\_\_\_ **The General Bar, Inc.  
2500 Center Ridge Road  
Cleveland, OH 44145-4108**

2.27. State what the contract or lease is for and the nature of the debtor's interest **Directory service**  
State the term remaining  
List the contract number of any \_\_\_\_\_ **The National List of Attorneys  
PO Box 2486  
Bismarck, ND 58502-2486**

Debtor 1 **F&M Law Firm, P.S.C.** Case number (if known) \_\_\_\_\_  
First Name Middle Name Last Name

**Additional Page if You Have More Contracts or Leases**

**2. List all contracts and unexpired leases** State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

government contract \_\_\_\_\_

2.28. State what the contract or lease is for and the nature of the debtor's interest **Credit services**  
State the term remaining  
List the contract number of any government contract  
**Trans Union, LLC**  
**PO Box 99506**  
**Chicago, IL 61693-9506**

2.29. State what the contract or lease is for and the nature of the debtor's interest **Security system**  
State the term remaining  
List the contract number of any government contract  
**TYCO Integrated Security**  
**PO Box 371967**  
**Pittsburgh, PA 15250**

2.30. State what the contract or lease is for and the nature of the debtor's interest **Mailing service**  
State the term remaining  
List the contract number of any government contract  
**United Mail**  
**4410 Bishop Lane**  
**Louisville, KY 40218**

2.31. State what the contract or lease is for and the nature of the debtor's interest **Copier- Tennessee office**  
State the term remaining  
List the contract number of any government contract  
**US Bank**  
**PO Box 790448**  
**Saint Louis, MO 63179**

2.32. State what the contract or lease is for and the nature of the debtor's interest **Collections software**  
State the term remaining  
List the contract number of any government contract  
**Vertican Technologies**  
**55 Lane Road, Suite 210**  
**Fairfield, NJ 07004**

**Fill in this information to identify the case:**

Debtor name M&P Collections, Inc.

United States Bankruptcy Court for the: WESTERN DISTRICT OF KENTUCKY

Case number (if known) \_\_\_\_\_

Check if this is an amended filing

**Official Form 206G**

**Schedule G: Executory Contracts and Unexpired Leases**

12/15

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, number the entries consecutively.

**1. Does the debtor have any executory contracts or unexpired leases?**

No. Check this box and file this form with the debtor's other schedules. There is nothing else to report on this form.

Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B).

**2. List all contracts and unexpired leases**

**State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**

2.1.	State what the contract or lease is for and the nature of the debtor's interest	<b>SD WAN -12 months 4/1/18</b>	<b>Cincinnati Bell Telephone Co LLC 221 East Fourth St PO Box 2301 Cincinnati, OH 45201</b>
	State the term remaining		
	List the contract number of any government contract		
2.2.	State what the contract or lease is for and the nature of the debtor's interest	<b>Nimble Software \$1217 per month, began September 2016</b>	<b>CIT 21146 Network Place Chicago, IL 60673</b>
	State the term remaining		
	List the contract number of any government contract		
2.3.	State what the contract or lease is for and the nature of the debtor's interest	<b>Storage &amp; VMWare \$4,107 per month, began March 2016</b>	<b>CIT 21146 Network Place Chicago, IL 60673</b>
	State the term remaining		
	List the contract number of any government contract		
2.4.	State what the contract or lease is for and the nature of the debtor's interest	<b>11/24/2015 Lease Final pymts VMWare CISCO software</b>	<b>DDI Leasing/CIT Bank 1 CIT Drive Livingston, NJ 07039</b>
	State the term remaining		
	List the contract number of any government contract		



Debtor 1 **M&P Collections, Inc.** Case number (if known) \_\_\_\_\_  
First Name Middle Name Last Name

**Additional Page if You Have More Contracts or Leases**

**2. List all contracts and unexpired leases** State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.5. State what the contract or lease is for and the nature of the debtor's interest **Data Center**  
State the term remaining **May 2020**  
List the contract number of any government contract \_\_\_\_\_  
**Flexential**  
**8809 Lenox Pointe Dr**  
**Suite G**  
**Charlotte, NC 28273**

2.6. State what the contract or lease is for and the nature of the debtor's interest **Copiers**  
State the term remaining \_\_\_\_\_  
List the contract number of any government contract \_\_\_\_\_  
**Konica Minolta Premier Finance**  
**PO Box 790448**  
**Saint Louis, MO 63179**

2.7. State what the contract or lease is for and the nature of the debtor's interest **Real estate lease for office space \$8990 to 6/21, \$9765 mo to 6/30/23**  
State the term remaining \_\_\_\_\_  
List the contract number of any government contract \_\_\_\_\_  
**Oakland 2600/2700 LLC**  
**297 North Hubbards LN STE 103**  
**Louisville, KY 40207**

2.8. State what the contract or lease is for and the nature of the debtor's interest **Access Control System; Camera Sys; Intrusion System**  
State the term remaining \_\_\_\_\_  
List the contract number of any government contract \_\_\_\_\_  
**Tyco Integrated Systems**  
**2700 Stanley Gault**  
**Louisville, KY 40223**

2.9. State what the contract or lease is for and the nature of the debtor's interest **\$1,654 per month for cubicles and carpet. Closs-listed on Schedule D**  
State the term remaining \_\_\_\_\_  
List the contract number of any government contract \_\_\_\_\_  
**Univest Capital, Inc.**  
**3331 Street Rd. Ste.325**  
**Bensalem, PA 19020**

2.10. State what the contract or lease is for and the nature of the debtor's interest **Services Agreement**  
State the term remaining \_\_\_\_\_  
List the contract number of any government contract \_\_\_\_\_  
**Weber & Olcese, PLC**  
**Sheffield Office Park**  
**3250 West Big Beaver Road**  
**Suite 124**  
**Troy, MI 48084**

Debtor 1 **M&P Collections, Inc.**  
First Name Middle Name Last Name

Case number (if known) \_\_\_\_\_



**Additional Page if You Have More Contracts or Leases**

**2. List all contracts and unexpired leases**

**State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease**

government contract \_\_\_\_\_

**SCHEDULE 9.2 – EMPLOYMENT CONTRACTS**

None

**SCHEDULE 9.3 – BENEFIT PLANS**

1. M & P Collections 401(k) Savings Plan
2. Intrepid Capital, Inc. Employee Stock Ownership Plan and Trust

**EXHIBITS**

**EXHIBIT**

**TITLE**

A

Budget

B

Bill of Sale

C

Assignment & Assumption Agreement

**EXHIBIT A**

**BUDGET**

<b>Fenton Law</b>							
<b>Cash Flow Flash Report</b>							
<b>For Week Ending</b>							
<b>February 8, 2019</b>	8-Feb	15-Feb	22-Feb	1-Mar	8-Mar	15-Mar	
<b>CASH BALANCE</b>							
Deposits (from WO)	0	35,000	110,000	125,000	100,000	115,000	
<b>TOTAL RESOURCES</b>	0	35,000	110,000	125,000	100,000	115,000	
<b>EXPECTED OUTFLOWS</b>							
Adjustment of Fees-Lit Cost	(7,500)			(7,500)			
Payroll	(44,000)	(44,000)	(53,000)	(44,000)	(44,000)	(44,000)	
Provana (Hub)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	
401K	(1,200)	(1,200)	(1,200)	(1,200)	(1,200)	(1,200)	
Flex (Meritain) (Empl Health)	(7,000)	(2,500)	(2,500)	(2,500)			
Postage	(6,000)	(26,000)	(6,000)	(6,000)	(6,000)	(6,000)	
Skip Vendor(s)							
Accts/Payable (attachments)	(30,000)	(25,000)	(25,000)	(25,000)	(25,000)	(25,000)	
Docketly	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	
Rent				(8,990)			
Bank Fee for Chking Accts.	(4,100)				(4,100)		
First Ins FM (Prof Liability)	(6,775)					(6,775)	
First Ins MP (Prof Liability)	(3,500)					(3,500)	
Insurance (Health)+(Dental)	(18,000)			(17,000)			
Bkcy 1% of Rev (April)							
KJAB Atty							
<b>TOTAL OUTFLOWS</b>	(148,075)	(118,700)	(107,700)	(132,190)	(100,300)	(106,475)	
<b>NET CASH FLOW FOR WEEK</b>	(148,075)	(83,700)	2,300	(7,190)	(300)	8,525	
Cumulative Cash Flow	(148,075)	(231,775)	(229,475)	(236,665)	(236,965)	(228,440)	
<b>Actual Balance</b>							



**EXHIBIT B**

**BILL OF SALE**

This Bill of Sale (the "Bill of Sale") is entered into as of \_\_\_\_\_, 2019, by and between Weber & Olcese, PLC, a Michigan professional limited liability company, with its offices located at Sheffield Office Park, 3250 West Big Beaver Road, Suite 124, Troy, Michigan 48084 ("Buyer"), and F&M Law Firm, P.S.C. d/b/a Fenton Law Firm, PSC, a Kentucky professional services corporation, with its offices located at 2401 Stanley Gault Parkway, Louisville, KY 40223, and M&P Collections, Inc., a Kentucky corporation with its offices located at 2401 Stanley Gault Parkway, Louisville, KY 40223 ("Seller").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of January \_\_, 2019 (the "Purchase Agreement"), by and between the Buyer and Seller, Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, all right, title and interest to the Purchased Assets; and

WHEREAS, Seller desires to deliver to Buyer such instruments of sale, transfer, conveyance, assignment and delivery as are required to vest in Buyer all of Seller's right, title and interest in and to the Purchased Assets.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the mutual promises contained therein, and for other good and valuable consideration, the receipt and sufficiency of which Seller and Buyer each acknowledge, the parties agree as follows:

1. Each capitalized term used but not defined in this Bill of Sale shall have the meaning ascribed to it in the Purchase Agreement.

2. Seller hereby transfers, assigns, conveys and delivers to Buyer all of the Seller's right, title and interest in and to the Transferred Assets, free and clear of all Liens, Liabilities and Claims.

3. Nothing in this Bill of Sale shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale as provided and subject to the limitations set forth in the Purchase Agreement. If any conflict exists between the terms of this Bill of Sale and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

4. Seller agrees that from time to time at Buyer's request, Seller will execute and deliver such further instruments of conveyance and transfer and take such other actions as may be reasonably required to carry out the purposes of this Bill of Sale.

5. This Bill of Sale is made for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing contained herein, express or implied, is intended to or shall confer upon any other person any third-party beneficiary right or any other legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of this Bill of Sale.

6. This Bill of Sale shall be governed by and construed in accordance with the internal laws of the State of Michigan, without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any jurisdiction other than the State of Michigan.

7. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Seller and Buyer have caused this Bill of Sale to be executed and delivered as of the date first above written.

SELLER:

M&P COLLECTIONS, INC.

---

By:

Its:

F&M LAW FIRM, P.S.C. d/b/a FENTON LAW  
FIRM, PSC

---

By:

Its:

BUYER:

WEBER & OLCESE, PLC

---

By:

Its:

## EXHIBIT C

### ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the “Agreement”) is entered into as of January \_\_, 2019 by and among Weber & Olcese, PLC, a Michigan professional limited liability company, with its offices located at Sheffield Office Park, 3250 West Big Beaver Road, Suite 124, Troy, Michigan 48084 (“Buyer”), and F&M Law Firm, P.S.C. d/b/a Fenton Law Firm, PSC, a Kentucky professional services corporation, with its offices located at 2401 Stanley Gault Parkway, Louisville, KY 40223, and M&P Collections, Inc., a Kentucky corporation with its offices located at 2401 Stanley Gault Parkway, Louisville, KY 40223 (“Seller”).

Pursuant to that certain Asset Purchase Agreement, dated as of January \_\_, 2019 (the “Purchase Agreement”), by and between Buyer and Seller, Seller has agreed to assign to Buyer and Buyer has agreed to assume from Sellers, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, the Assumed Liabilities.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the mutual promises contained therein, and for other good and valuable consideration, the receipt and sufficiency of which Seller and Buyer each acknowledge, the parties agree as follows:

1. Each capitalized term used but not defined in this Agreement shall have the meaning ascribed to it in the Purchase Agreement.
2. Upon the terms and subject to the conditions set forth in the Purchase Agreement, Buyer hereby assumes and agrees to pay, perform and discharge when due or required to be performed, as the case may be, all of the Assumed Liabilities.
3. Nothing in this Agreement shall be deemed to supersede, enlarge or modify any of the provisions of the Purchase Agreement, all of which shall survive the execution and delivery of this Agreement as provided in, and subject to the limitations set forth in, the Purchase Agreement. If any conflict exists between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.
4. This Agreement shall be effective as of the Closing.
5. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, each of Seller and Buyer and their respective successors and permitted assigns. Neither this Agreement nor any rights hereunder shall be assignable by any party hereto without the prior written consent of the other party. This Agreement is for the sole benefit of each of Seller and Buyer and their respective successors and permitted assigns and nothing herein, express or implied, is intended or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
6. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assumption Agreement as of the date first above written.

SELLER:  
M&P COLLECTIONS, INC.

---

By:  
Its:

F&M LAW FIRM, P.S.C. d/b/a FENTON LAW  
FIRM, PSC

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By:  
Its:

BUYER:  
WEBER & OLCESE, PLC

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By:  
Its:

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF KENTUCKY  
LOUISVILLE DIVISION

IN RE:	)	
	)	
M&P COLLECTIONS, INC.	)	CHAPTER 11
F&M LAW FIRM, P.S.C.	)	
	)	
Debtors <sup>1</sup>	)	CASE NO. 19-30311-acs
_____	)	

**ORDER (A) APPROVING BIDDING PROCEDURES  
IN CONNECTION WITH ASSET SALE AND  
(B) APPROVING FORM AND MANNER  
OF NOTICE OF AUCTION AND SALE HEARING**

This matter having come before the Court on the motion filed by M&P Collections, Inc., and F&M Law Firm, P.S.C., (the “**Sale Motion**”) of the above-captioned debtors (collectively, the “**Debtor**”), for, *inter alia*, entry of an order (the “**Procedures Order**”): (a) approving the form and manner of notice of the Auction and the hearing on the sale of the Assets (the “**Asset Sale**”) to a purchaser to be determined through the Asset Sale process (“**Buyer**”) at the Auction (as defined in the Sale Motion); and (b) approving the proposed bidding procedures (the “**Bidding Procedures**”) for the Auction; and it appearing notice of the Sale Motion was good and sufficient under the particular circumstances, and that no other or further notice need be given; and the Court having considered the arguments of counsel at the hearing held on the Sale Motion (the “**Hearing**”); and it appearing that the relief requested in the Sale Motion is in the best interests of Debtor, its estate, its creditors and other parties in interest; and upon the record of the Hearing; and after due deliberation thereon; and good cause appearing therefor, it is hereby

FOUND AND DETERMINED THAT:

<sup>1</sup> Joint administration pending.

- A. The Court has jurisdiction over the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue of this case and the Sale Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.
- B. The statutory predicates for the relief sought in the Sale Motion are sections 105(a); 363(b), (f), (m), and (n); and 365 of the United States Bankruptcy Code, 11 U.S.C. §§ 101–1532, as amended (the “**Bankruptcy Code**”), and Fed. R. Bankr. P. 2002, 6004, 6006, and 9014.
- C. Debtor has articulated good and sufficient reasons for approving: (i) the form and manner of notice of the Sale Motion, the Auction and Sale Hearing and the assumption and assignment of the Assumed Contracts; and (ii) the Bidding Procedures.
- D. The Bidding Procedures are reasonable and appropriate and represent the best methods for maximizing the return for the Assets.

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

1. The Sale Hearing shall be held on March \_\_, 2019, at \_\_\_\_\_ (Eastern time) at 601 West Broadway, Fifth Floor, Courtroom #2, Louisville, Kentucky 40202, at which time the Court shall consider the Sale Motion and confirm the results of the Auction (as defined in the Sale Motion), if any. Objections to the Sale Motion shall be filed and served no later than seven (7) days prior to the Sale Hearing (the “**Objection Deadline**”), provided however that a party in interest may raise an objection five (5) days prior to the Sale Hearing in the event the Auction concludes on the day of the Objection Deadline and disclosed the substance of such objection to Debtor by the Objection Deadline.
2. The failure of any objecting person or entity to file its objection to the Sale Motion, the Asset Sale, or Debtor’s consummation and performance of the Asset Sale on or before

the Objection Deadline shall be a bar to the assertion, at the Sale Hearing or thereafter, of any objection to the Sale Motion, the Asset Sale, or Debtor's consummation and performance of the Asset Sale, if authorized by the Court.

3. 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 Court's calendar on the date scheduled for the Sale Hearing or any adjourned date.

**NOTICE**

4. Notice of: (a) the Sale Motion; (b) the Auction and Sale Hearing; and (c) the proposed assumption and assignment of the Assumed Contracts to the Successful Bidder, shall be good and sufficient, and no other or further notice shall be required, if given as follows:
  - a. Notice of Sale Hearing. As soon as practicable after the Court's approval of the Bidding Procedures, Debtor (or its agents) shall serve the Sale Motion and all exhibits thereto, including this Procedures Order, on (i) all parties on the mailing matrix for each Debtor; and (ii) all entities known to have expressed a bonafide interest in a transaction with respect to the Assets during the past six months.
  - b. Assumption Notice. No later than the date of the Auction, Debtor shall serve on all non-Debtor parties to the Assumed Contracts, by electronic mail or first-class mail, postage prepaid, a notice of (i) Debtor's intent to assume and assign that party's Assumed Contract; and (ii) the cure amount (the "**Cure**") necessary to assume the Assumed Contract. Not later than the day prior to the Sale Hearing, any objection to the assumption and assignment of the Assumed Contract or Cure must be filed and served so as to be received by counsel to Debtor, counsel to the Successful Bidder, and the United States Trustee. The objection must state with specificity what Cure is required (with appropriate documentation in support



thereof). If no objection is timely received, the Assumed Contract shall be deemed assumed and assigned to the Successful Bidder on the closing date of the Asset Sale and the Cure set forth in Debtor's notice of assumption shall be controlling, notwithstanding anything to the contrary in any Assumed Contract or any other document, and the non-Debtor party to the Assumed Contract shall be forever barred from asserting any other claims against Debtor, the Successful Bidder, or the property of either of them, as to the Cure with respect to such Assumed Contract.

### **BIDDING PROCEDURES**

5. The Bidding Procedures, as more fully described in the Sale Motion, are hereby approved and shall govern all proceedings relating to the Asset Sale and any subsequent bids for the Assets in these cases.
6. If Debtor timely receives a competing bid more favorable than the Purchaser's, Debtor will conduct the Auction for the Assets. Such Auction shall be noticed by the Debtor to the bidder and the Purchaser and take place at the offices of Kaplan Johnson Abate & Bird, LLP, 710 West Main Street, Fourth Floor, Louisville KY 40202. Creditors and parties-in-interest may attend.
7. Only bids submitted by prior to March 4, 2019 (the "**Bid Deadline**") will be considered in connection with the Auction.
8. For purposes of the Auction, a Qualified Bidder is a person who (i) has delivered to Debtor an executed asset purchase agreement in form and substance substantially the same as the one executed by the Purchaser and Debtor, (ii) has delivered to Debtor a bid (including an indication of the Assets sought to be acquired and a purchase price) that Debtor's board of directors determines, in good faith, would result in a transaction more

favorable to Debtor than the Asset Sale to the Purchaser, and (iii) is reasonably likely (based on availability of financing, experience, and other considerations) to be able to consummate a transaction.

9. Debtor may: (a) determine, in its business judgment, which bid is the highest or otherwise best offer; and (b) reject at any time before entry of an order of the Court approving a Successful Bid, any bid that, in Debtor's sole discretion, is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code or the Bidding Procedures, or (iii) contrary to the best interests of Debtor, its estate, and/or its creditors.

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**UNITED STATES BANKRUPTCY COURT**

**Western District of Kentucky**

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IN RE:  
M&P Collections, Inc.

Case No.:19-30311-acv

Debtor(s)

Chapter: 11  
Judge: Alan C. Stout

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**NOTICE**

TO THE DEBTOR(S) AND ALL PARTIES IN INTEREST:

Please be advised that the following matter has been Entered by the Court on this date:

Motion to Sell Substantially All Assets Free and Clear of Liens and Establishing Bidding Procedures Fee Amount \$181. Filed by Debtor M&P Collections, Inc.. Objections due by 02/25/2019. Any objection must be typewritten and in proper pleading form as required by Federal and Local Rules. (Attachments: # 1 Exhibit A – Asset Purchase Agreement # 2 Proposed Order Establishing Sale Procedures) (McGhee, James)

Dated: 2/5/19

By:  
Deputy Clerk

FOR THE COURT  
Elizabeth H. Parks  
Clerk, U.S. Bankruptcy Court