

CASE TYPE: Civil/Miscellaneous

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF HENNEPIN

STATE OF MINNESOTA

In Re: Wayzata Home Products, LLC
and cliqstudios.com LLC.

Court File No.: 27-CV-20-4326

Judge: David L. Piper

**ORDER AUTHORIZING ASSIGNEE TO SELL CERTAIN
PROPERTY FREE AND CLEAR OF LIENS**

The above-entitled matter came before the undersigned, on the Assignee's Motion to Sell Certain Property Free and Clear of Liens. Appearances and written submissions were as noted for the record. Based upon the Motion, accompanying Memorandum, the Affidavit of Samuel J.H. Sigelman, arguments of counsel, and upon all of the records and proceedings herein:

IT IS HEREBY ORDERED, ADJUDGED AND DETERMINED AS FOLLOWS:

1. The record of these proceedings establishes that the sale and marketing process undertaken by the Assignee were skillfully and diligently undertaken in a manner that maximized the value of the assets being offered for sale and that the ensuing sale process, which culminated in an agreement to purchase the assets for \$1,800,000 ("Purchase Price"), served to maximize such value. Accordingly, the Assignee's Motion to sell certain Assets of Wayzata Home Products, LLC and cliqstudios.com LLC (together, the "Assignors"), upon the terms and conditions set forth in that certain Asset Purchase Agreement between the Assignee and CLIQSTUDIOS CABINETS, LLC (the "Buyer"), dated as of April 2, 2020 and attached to the Affidavit of Samuel J.H. Sigelman as Exhibit B ("APA"), and to perform all obligations set forth therein is in all respects GRANTED.

2. Upon Buyer's timely and faithful performance of its obligations under the APA, to the extent that there are any liens, claims, encumbrances or interests of any kind, the sale of the assets to be sold as identified in the APA (the "Assets") shall be free and clear said liens, claims, encumbrances and interests of every kind, nature and description (jointly, "Encumbrances"), and all parties who claim or may claim any lien or interest in such Assets are hereby barred and enjoined from asserting any claim or other interest in or to the Assets. The sale proceeds shall be applied in accordance with Minn. Stat. § 576.51.

3. The closing was completed on April 3, 2020, subject to court approval. The transfer of the Assets to Buyer at closing constituted a legal, binding, valid, and effective transfer of all the rights and interests of the Assignors and the Assignee in the Assets and shall vest Buyer with all right, title, and interest of the Assignors and/or the Assignee to the Assets free and clear of all Encumbrances, if any, and any other interests of any kind or nature whatsoever, including any rights or claims based on, or otherwise arising under, any doctrines of successor or transferee liability, employment, pensions, or torts, and, except as provided in the APA, any rights or claims relating to taxes arising from or related to the Assets prior to the closing, and all such Encumbrances, and other interests, including any rights or claims based on, or otherwise arising under, any doctrines of successor or transferee liability, shall attach to the net proceeds of the sale in the order of their priority, with the same validity, force, and effect that they now have as against the Assets, subject to any claims and defenses of the Assignors or any other party in interest may possess with respect thereto. As of the date of closing, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the interest of each of the Assignors and/or Assignee in the Assets.

4. The Purchase Price funds have been held in escrow by Assignee pending this court's approval of the sale. This Court hereby approves the sale, and immediately authorizes Assignee to release funds held in escrow from the closing to be administered to the Assignment Estate in accordance with Minnesota law.

5. Buyer (a) is not a successor to the Assignors or any of them, (b) has not, de facto or otherwise, merged with or into Assignors or any of them, and (c) is not a continuation or substantial continuation of any of the Assignors. The transfer of the Assets to Buyer does not and will not subject Buyer or the Assets to any claims, obligations, demands, or liabilities whatsoever with respect to the operation of any of the Assignors' businesses prior to closing, by reason of such transfer, or for any other reason.

6. The Assignee is hereby authorized to recover reasonable fees and expenses incurred by the Assignee in connection with the sale of the Assets out of the sale proceeds.

7. This Court shall retain exclusive jurisdiction to enforce the terms and conditions of the APA and this Order.

Dated: _____

BY THE COURT:

The Honorable David L. Piper
District Court Judge