

Exhibit B

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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re:

Chapter 11

HALT MEDICAL, INC.,

Case No. 17-10810 (LSS)

Debtor.

Ref. Docket Nos. [18](#) & [61](#)

ORDER (I) APPROVING ASSET PURCHASE AGREEMENT AND AUTHORIZING THE SALE OF CERTAIN ASSETS OF THE DEBTOR OUTSIDE THE ORDINARY COURSE OF BUSINESS, (II) AUTHORIZING THE SALE OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS; (III) AUTHORIZING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES UNDER SECTION 365 OF THE BANKRUPTCY CODE, AND (IV) GRANTING RELATED RELIEF

On April 12, 2017, the above-captioned debtor and debtor in possession (the “Debtor”) filed the Motion for Entry of an Order (A) Approving Bid Procedures And Sale Procedures; (B) Approving Form And Manner Of Notices; (C) Approving Form Of Asset Purchase Agreement, Including Break-Up Fee And Expense Reimbursement; (D) Scheduling Dates To Conduct Auction And Hearing To Consider Final Approval Of Sale And Related Matters; (E) Approving Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases and (F) Granting Related Relief (the “Sale Motion”) (~~D.I. [18](#)~~). As used in this order (the “Sale Order”), “Asset Purchase Agreement” means the Asset Purchase Agreement by and among the Debtor and Acessa AssetCo LLC attached hereto as Exhibit A, together with any and all related agreements, instruments, and documents. Capitalized terms not defined in this Sale Order shall have the meanings ascribed to them in the Asset Purchase Agreement.

By the Sale Motion, the Debtor sought, among other things, approval of the sale of the substantially all of its assets (the “Business”) to Acessa AssetCo LLC (together with its affiliates or assignees that will be involved in consummating the transactions contemplated by the Asset Purchase Agreement, the “Purchaser”), subject to auction and overbids. On

~~_____~~ May 4, 2017, following a hearing on May 3, 2017 to consider certain of the relief sought in the Sale Motion, the Court entered its *Order (A) Approving Bid Procedures And Sale Procedures; (B) Approving Form And Manner Of Notices; (C) Approving Form Of Asset Purchase Agreement, Including Break-Up Fee And Expense Reimbursement; (D) Scheduling Dates To Conduct Auction And Hearing To Consider Final Approval Of Sale And Related Matters; (E) Approving Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases; And (F) Granting Related Relief* (D.I. ~~_____~~ 61) (the “Bidding Procedures Order”), which, among other things, established the terms, conditions, and procedures applicable to the auction of the Business (the “Auction”). ~~{On _____, 2017, the Debtor conducted the Auction and determined the Purchaser to be the “Successful Bidder” (as defined in the Bidding Procedures Order).}~~ **No Qualified Bids (as defined in the Bid Procedures Order) other than the Purchaser's bid pursuant to the Asset Purchase Agreement were submitted. Accordingly, no Auction was held**. On ~~_____~~ June 6, 2017, this Court held a further hearing on the Sale Motion (the “Sale Hearing”), including, among other things, to approve the sale of the “Purchased Assets” (as defined in the Asset Purchase Agreement), to the “Successful Bidder.” The appearance of all interested parties and all responses and objections to the Sale Motion having been duly noted on the record of the Sale Hearing.

The Court has considered the Sale Motion, any pleadings and papers filed in support of or in response to the Sale Motion, the arguments of counsel at the Sale Hearing, any testimony given or proffers made at the Sale Hearing, and the entire record of this bankruptcy case. It appears that the relief granted in this Sale Order is in the best interests of the Debtor, the Debtor’s estate, creditors, and all parties in interest. Accordingly, after due deliberation and for good and sufficient cause shown,

FINDINGS OF FACT AND CONCLUSIONS OF LAW

IT IS HEREBY FOUND AND DETERMINED THAT:

A. This Court has jurisdiction to hear and determine the Sale Motion and over the property of the Debtor's estate, including the Acquired Assets to be sold, transferred or conveyed pursuant to the Asset Purchase Agreement, pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* dated February 29, 2012, from the United States District Court for the District of Delaware.

B. The Sale Motion is a core proceeding under 28 U.S.C. §§ 157(b)(2)(A) and (N) ~~and the Court may enter a final order consistent with~~. Venue of this case and the Sale Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. The statutory predicates for the relief requested herein are (i) sections 105, 363, 365 and 503 of title 11 of the United States Code, (ii) 11 U.S.C. §§ 101 - 1532 (the "Bankruptcy Code"), (iii) Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and (iv) Local Rule 6004-1.

D. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

E. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. The Court's finding shall also include any oral findings of fact and conclusions of law made by the Court during or at the conclusion of the Sale Hearing. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).

F. As evidenced by the certificates of service filed with the Court (D.I. 34 & 77), proper, timely, adequate, and sufficient notice of the Sale Motion, the Auction, the Sale Hearing, and the relief provided in this Sale Order has been provided, including, without limitation, in accordance with the Bidding Procedures Order, applicable

Bankruptcy Rules. No other or further notice of the Sale Motion, the Auction, the Sale Hearing, the relief provided in this Sale Order, or the entry of this Sale Order is required.

G. As evidenced by the affidavits of service filed with the Court, proper, timely, adequate, and sufficient notice of the assumption and assignment of the Assigned Contracts was given in accordance with the Bankruptcy Code and Bankruptcy Rules. A reasonable opportunity to object or be heard regarding the requested relief in the Sale Motion and the Order has been afforded to all interested person and entities. Other parties interested in bidding on the Purchased Assets were provided, upon request, sufficient information to make an informed judgment on whether to bid on the Purchased Assets.

H. The Debtor and its professionals have complied, in good faith, with the Bidding Procedures Order in all respects. As demonstrated by (a) any testimony and other evidence proffered or adduced at the Sale Hearing or submitted by affidavit or declaration at or prior to the Sale Hearing and (b) the representations of counsel made on the record at the Sale Hearing, through marketing efforts and a competitive sale process conducted in accordance with the Bidding Procedures Order, the Debtor (i) afforded interested potential purchasers a full, fair and reasonable opportunity to qualify as bidders and submit their highest or otherwise best off to purchase all of the Debtor's assets; (ii) provided potential purchasers, upon request, sufficient information to enable them to make an informed judgment on whether to bid on the Acquired Assets; and (iii) considered all Qualified Bids submitted on or before the Bid Deadline.

I. The Bid Procedures set forth in the Bid Procedures Order were non-collusive, created and followed in good faith, and substantively and procedurally fair to all parties.

J. The Debtor has demonstrated a sufficient basis and compelling circumstances requiring it to enter into the Asset Purchase Agreement, sell the Purchased Assets and assume and assign the Assigned Contracts under Bankruptcy Code sections 363 and 365 prior to confirmation of a plan of reorganization under Bankruptcy Code section 1129, and such actions are appropriate exercises of its reasonable business judgment and in the best interests of the

Debtor, its estate and its creditors. Such business reasons include, but are not limited to, the fact that (i) there is substantial risk of deterioration of the value of the Purchased Assets if the Sale is not consummated quickly, (ii) the Asset Purchase Agreement constitutes the highest or best bid for the Purchased Assets received ~~at~~by the ~~Auction~~Debtor; (iii) the Asset Purchase Agreement and Closing will present the best opportunity to realize the value of the Debtor on a going-concern basis and avoid decline in the Debtor's business; and (iv) unless the Sale is concluded expeditiously as provided for in the Sale Motion and pursuant to the Asset Purchase Agreement, stakeholders' recoveries may be diminished.

K. The Auction was conducted in accordance with the terms, conditions, and procedures set forth in the Bidding Procedures Order and in a fair, good-faith, and non-collusive manner. The Auction was duly noticed, and afforded a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better bid to purchase the Purchased Assets.

L. The terms and conditions of the Asset Purchase Agreement, including, without limitation, the purchase price and other consideration set forth therein, are fair, reasonable, and adequate. The Asset Purchase Agreement will provide a greater recovery for the Debtor's estate than would be provided by any other practical available alternative. Approval of the Asset Purchase Agreement and the transactions contemplated thereby is in the best interests of the Debtor, the Debtor's estate, creditors, and all parties in interest.

M. The Debtor has demonstrated compelling circumstances and good, sufficient, and sound business purposes for the sale of the Purchased Assets pursuant to section 363(b) of the Bankruptcy Code outside of a reorganization plan in that, among other things,

(i) to maximize the value of the Purchased Assets, a sale must be accomplished within the time constraints set forth in the Asset Purchase Agreement and the Bidding Procedures Order because the value of the Purchased Assets may decrease during the time it would otherwise take to propose and confirm a reorganization plan;
~~and, in any event, such a plan may not be necessary or confirmable in this case;~~

(ii) claims against the Debtor's estate may be minimized as a result of the prompt consummation of a sale of the Purchased Assets as the Purchaser may assume, and thereby relieve the Debtor of, certain liabilities; and

(iii) the sale approved by this Sale Order does not constitute a de facto reorganization or liquidation plan or an element of such a plan for the Debtor, as it does not, and does not propose to, (A) impair or restructure existing debt of, or equity interests in, the Debtor; (B) impair or circumvent voting rights with respect to any future plan proposed by the Debtor; (C) circumvent chapter 11 plan safeguards, such as those set forth in sections 1125 and 1129 of the Bankruptcy Code; or (D) classify claims or equity interests, compromise controversies, or extend debt maturities.

N. The Debtor has full corporate power and authority to execute, deliver, and perform under the Asset Purchase Agreement and to consummate all transactions contemplated thereby, without any further consent or approval required. No other consents or approvals, other than as may be expressly provided for in the Asset Purchase Agreement, are required by the Debtor to consummate the Sale.

O. The Debtor has good, valid, and marketable title to all of the Purchased Assets, including, without limitation, all intellectual property, and no other Person has any ownership right, title, or interests therein. The Purchased Assets constitute property of the Debtor's estate and good title is vested in the Debtor's estate within the meaning of section 541(a) of the Bankruptcy Code. The transfers of the Purchased Assets to the Purchaser and the assignments of the Assigned Contracts to the Purchaser pursuant to this Sale Order and the Asset Purchase Agreement shall constitute legal, valid, binding, and effective transfers of the Purchased Assets and assignments of the Assigned Contracts, and shall vest the Purchaser with good and valid title to the Purchased Assets and the Purchaser with all rights under the Assigned Contracts pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, free and clear of all liens, claims, Encumbrances, obligations, liabilities, demands, judgments guarantees, options, debts, indebtedness, rights, restrictions, contractual commitments, real or

shadow equity rights or interests, rights of first refusal, rights of setoff, rights to object to consent, and interests of any kind or nature, whether known or unknown, legal or equitable, direct or indirect, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, asserted or unasserted, monetary or non-monetary, whether arising prior to or subsequent to the commencement of this bankruptcy case, and whether imposed by agreement, understanding, law, equity, or otherwise (collectively, the “Interests”), except for the Assumed Liabilities.

P. Those (i) holders of Interests in or with respect to the Purchased Assets (including without limitation, the Noteholders), and (ii) non-debtor parties to the Assigned Contracts, who did not object, or who withdrew their objections, to the sale of the Purchased Assets and the Sale Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. All objections to the Sale Motion have been overruled or resolved. Those holders of Interests in or with respect to the Purchased Assets who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Interests, if any, attach to the proceeds of the sale of the Purchased Assets ultimately attributable to the property against or in which they claim or may claim any Interests, with such Interests being subject to treatment as may be prescribed in the Debtor’s chapter 11 plan or by separate order of this Court.

Q. If the sale of the Purchased Assets to the Purchaser and the assignment of the Assigned Contracts to the Purchaser were not free and clear of all Interests, the Purchaser would not have entered into the Asset Purchase Agreement and would not consummate the transactions contemplated thereby, thus adversely affecting the Debtor, the Debtor’s estate, creditors, and other parties in interest.

R. The Purchaser is not an “insider” or “affiliate” of the Debtor as those terms are defined in the Bankruptcy Code and the decisions thereunder. The Purchaser is a purchaser in “good faith,” as that term is used in the Bankruptcy Code and the decisions thereunder, and is entitled to the protections of section 363(m) of the Bankruptcy Code with respect to all of the

Purchased Assets. The Asset Purchase Agreement was negotiated and entered into in good faith, based upon arm's length bargaining, and without collusion or fraud of any kind. Neither the Debtor nor the Purchaser have engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code or cause the application of, or implicate, section 363(n) of the Bankruptcy Code to the Asset Purchase Agreement or to the consummation of the Sale and transfer of the Purchased Assets and Assigned Contracts to the Purchaser. Specifically, the Purchaser has not acted in a collusive manner with any person or entity and was not controlled by any agreement among potential or actual bidders. The Purchaser is purchasing the Purchased Assets (including the Assigned Contracts) in good faith, is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code, is an assignee in good faith of the Assigned Contracts, and is, therefore, together with the Debtor, entitled to the protection of section 363(m) of the Bankruptcy Code. Additionally, the Purchaser otherwise has proceeded in good faith in all respects in connection with this proceeding in that: (i) the Purchaser recognized that the Debtor was free to deal with any other party interested in acquiring the Purchased Assets, (ii) the Purchaser complied with the Bid Procedures, (iii) all consideration to be paid by the Purchaser and other agreements or arrangements entered into by the Purchaser in connection with the sale, have been disclosed, (iv) the Purchaser has not violated section 363(n) of the Bankruptcy Code by any action or inaction, and (v) the negotiation and execution of the Asset Purchase Agreement and any other agreements or instruments related thereto was in good faith.

S. The transfers of the Purchased Assets, assignments of the Assigned Contracts, and other transfers contemplated by the Asset Purchase Agreement pursuant to the terms of this Sale Order and the Asset Purchase Agreement constitute transfers for reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transaction Act, and similar laws of any state, territory, possession, or the District of Columbia. The Asset Purchase Agreement was not entered into for the purpose of hindering, delaying, or defrauding creditors

under the Bankruptcy Code or under the laws of the United States, any state, territory, possession or the District of Columbia. Neither the Debtor nor the Purchaser is entering into the transactions contemplated by the Asset Purchase Agreement fraudulently for the purpose of statutory and common law fraudulent conveyance and similar claims.

T. The Existing Contracts are executory contracts or unexpired leases within the applicable meanings contemplated by the Bankruptcy Code. The inclusion of the rights to assume and assign the Assigned Contracts, as among the Purchased Assets under the terms of this Sale Order and the Asset Purchase Agreement is an integral component of the overall deal reflected in the Asset Purchase Agreement. The inclusion within the Purchased Assets of the Assigned Contracts reflects the Debtor's exercise of reasonable business judgment. The Court's approval of such treatment of the Assigned Contracts is in the best interests of the Debtor, the Debtor's estate, creditors, and all parties in interest.

~~U. The Sale does not amount to or constitute a consolidation, merger, or de facto merger of the Purchaser or any assignee of the Purchaser and the Debtor or the Debtor's estate, there is not substantial continuity between the Purchaser or any assignee of the Purchaser and the Debtor or the Debtor's estate, there is no continuity of enterprise between the Purchaser or any assignee of the Purchaser and the Debtor or the Debtor's estate, the Purchaser or any assignee of the Purchaser is not a continuation or substantial continuation of the Debtor or its estate, and the Purchaser or any assignee of the Purchaser is not a successor or successor-in-interest to the Debtor or its estate.~~

U. Pursuant to terms of the Asset Purchase Agreement, the Purchaser is not merging or consolidating with the Debtor or its estate.

V. The provision of notice, in accordance with the terms of the Bidding Procedures Order, to non-Debtor parties to the Existing Contracts regarding the treatment of such Existing Contracts constituted adequate notice and opportunity to be heard with respect to the assumption by the Debtor and the assignment to the Purchaser, of the Assigned Contracts and all relevant matters. The non-Debtor parties to the Assigned Contracts that did not timely

object to assumption and assignment of the Assigned Contracts have waived any objections, and are hereby deemed to have consented, to the assumption by the Debtor and assignment to the Purchaser of the Assigned Contracts, and to the amount of the applicable Cure Costs. Accordingly, except as otherwise expressly provided in this Sale Order, each of the Assigned Contracts, including, without limitation, each intellectual property agreement and each intellectual property license related to the Business or the Purchased Assets (such agreements and licenses, the “IP Agreements”), is assumable by the Debtor and assignable to the Purchaser under the terms of this Sale Order and the Asset Purchase Agreement, subject only to payment of the applicable Cure Costs under the terms of this Sale Order and the Asset Purchase Agreement.

W. The Purchaser’s payment of the applicable Cure Costs, as set forth in Exhibit B hereto, under the terms of this Sale Order and the Asset Purchase Agreement shall effect a cure of all defaults existing under the applicable Assigned Contract as of the effective date of assignment and compensate for any actual pecuniary loss to each non-Debtor party to the Assigned Contract resulting from any such default, thereby satisfying the requirements of sections 365(b)(1)(A) and 365(b)(1)(B) of the Bankruptcy Code. The Purchaser has demonstrated adequate assurance of their future performance under the Existing Contracts within the meanings of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code, including, without limitation, by their promises to perform obligations under the Existing Contracts. All requirements applicable to the assumption by the Debtor and/or the assignment to the Purchaser of each of the Assigned Contracts, under section 365 of the Bankruptcy Code or otherwise, have been satisfied.

X. The Asset Purchase Agreement was negotiated, proposed, and entered into by the Debtor and the Purchaser without collusion, in good faith, and from arm’s-length bargaining positions. The Purchaser recognized that the Debtor was free to deal with any other party interested in acquiring the Purchased Assets, agreed to subject its bid to the competitive bidding procedures set forth in the Bidding Procedures Order, and complied with such

procedures. The Purchaser is not an “insider” or “affiliate” of the Debtor (as each such term is defined in the Bankruptcy Code). No common identity of directors or controlling stockholders exists between the Purchaser and the Debtor.

Y. The Purchaser has not engaged in any conduct that would cause or permit the Asset Purchase Agreement or the transactions contemplated thereby to be avoided under section 363(n) of the Bankruptcy Code. Other than the claims arising under the Asset Purchase Agreement, the Debtor and its estate agree and acknowledge that they have no claims against the Purchaser.

Z. The [Debtor and its estate agree that the](#) Asset Purchase Agreement and all other documents and information furnished to the Purchaser and the Purchaser’s representatives by the Debtor pursuant hereto do not and will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements made and to be made not misleading.

AA. Time is of the essence in consummating the transactions contemplated by the Asset Purchase Agreement. The Debtor and the Purchaser intend to close the sale under the Asset Purchase Agreement as soon as practicable.

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

1. The Sale Motion is GRANTED as set forth herein.
2. Any and all objections or responses to the Sale Motion, the relief requested therein, or the relief provided in this Sale Order that have not been withdrawn, resolved, or addressed in this Sale Order, are overruled in all respects on the merits.
3. The sale of the Purchased Assets and the consideration provided by Purchaser under the Asset Purchase Agreement are fair and reasonable and shall be deemed for all purposes to constitute a transfer for reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable law.

4. Each of the terms of, and each of the transactions contemplated by, the Asset Purchase Agreement is hereby approved and may be consummated. To the extent of any conflict or inconsistency between the provisions of this Sale Order and the terms and conditions of the Asset Purchase Agreement, as applicable, this Sale Order shall govern and control.

5. The Debtor and its officers, employees, and agents are authorized to take any and all actions necessary or appropriate to execute and deliver, perform under, consummate, implement, and close fully the Asset Purchase Agreement and each of the transactions contemplated thereby, including, without limitation, assignment of the Assigned Contracts, under the terms of this Sale Order and the Asset Purchase Agreement.

6. The transfers of the Purchased Assets to the Purchaser and the assignments of the Assigned Contracts to the Purchaser pursuant to this Sale Order and the Asset Purchase Agreement shall constitute legal, valid, binding, and effective transfers of the Purchased Assets and assignments of the Assigned Contracts, and shall vest the Purchaser with good and valid title to the Purchased Assets and with all rights under the Assigned Contracts, pursuant to sections 105(a), 363(b), and 363(f) of the Bankruptcy Code, free and clear of all Interests, except for the Assumed Liabilities and Permitted Encumbrances. At the Closing with respect to the Purchased Assets and at the applicable effective dates with respect to the Assigned Contracts, all Interests shall be unconditionally released, terminated, and discharged as to and from the Purchased Assets, the Assigned Contracts, and the Purchaser, and shall attach to the sale proceeds with the same priority, validity, force, and effect that they had before the sale of the Purchased Assets and assignments of the Assigned Contracts, subject to any claims and defenses that the Debtor and its estate may have with respect thereto. ~~The sole and exclusive right and remedy available to any~~ No person or entity ~~that may~~ asserts any Interest against the Purchaser (a) for any Interest in any way related to (i) the Purchased Assets ~~that is and~~ incurred or otherwise ~~arises~~ arising prior to the date of the Closing, or ~~to~~ (ii) the Assigned Contracts ~~that is and~~ incurred or otherwise ~~arises~~ arising prior to the applicable effective date of assignment, or

(b) by reason of the sale of the Purchased Assets to the Purchaser or the assignments of the Assigned Contracts to the Purchaser, ~~shall be a right to assert such Interest against the Debtor's estate.~~

7. ~~All~~ Upon the occurrence of the Closing, all Interests in, against, or upon the Purchased Assets or the Assigned Contracts shall be unconditionally released, terminated, and discharged (but solely as to the Purchaser, the Purchased Assets and the Assigned Contracts), without the need for any further action ~~upon the Closing~~. Notwithstanding the foregoing, at the Closing, or as soon as practicable thereafter, (a) the Debtor is hereby authorized to execute and file such termination statements, instruments of satisfaction, releases, or other documents to reflect the unconditional release, termination, and discharge of such Interests on behalf of such person or entity with respect to the Purchased Assets and the Assigned Contracts, and (b) the Purchaser is hereby authorized on behalf of each holder of a purported Interest to file, register, or otherwise record a copy of this Sale Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the unconditional release, termination, and discharge of all Interests in, against, or upon the Purchased Assets or the Assigned Contracts.

8. All persons and entities (including, without limitation, all filing, registration, or recording officers or agents, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all others that may be required by operation of law, the duties of their offices, or contract, to accept, file, register, or record or release any documents or instruments, or that may be required to report or insure any title or state of title in or to any of the Purchased Assets or Assigned Contracts) are hereby (a) ~~directed~~ authorized to (i) accept this Sale Order as sole and sufficient evidence of the transfers of all right, title, and interest in, to, and under the Purchased Assets and the Assigned Contracts, and may rely on this Sale Order in consummating, or facilitating the consummation of, the transactions contemplated by the Asset Purchase Agreement, and (ii) accept, file, register, and/or record all

documents and instruments of transfer including, without limitation, deeds, leases, and assignments, modifications, and terminations of leases (if any), that may be filed, registered, and/or recorded under the terms of this Sale Order or the Asset Purchase Agreement; and (b) forever barred, prohibited, and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtor to transfer the Purchased Assets to the Purchaser, or assign the Assigned Contracts to the Purchaser, in each case in accordance with the terms of this Sale Order and the Asset Purchase Agreement, free and clear of all Interests, and from otherwise interfering with the Purchaser's enjoyment of the Purchased Assets or the Assigned Contracts.

Except with respect to the Assumed Liabilities and Permitted Encumbrances, all persons and entities, including, but not limited to, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade creditors, litigation claimants and other creditors holding liens, Claims, Encumbrances or interests of any kind or nature whatsoever against or in all or any portion of the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated or subordinate), arising under or out of, in connection with, or in any way relating to the Debtor, the Purchased Assets, the operation of the Debtor's Business prior to the Closing Date or the transfer of the Purchased Assets to the Purchaser, hereby are forever barred, estopped and permanently enjoined from asserting, against the Purchaser, any of its affiliates, successors or assigns, their property or the Purchased Assets, such persons' or entities' liens, Claims, Encumbrances or interests, other than Assumed Liabilities or Permitted Encumbrances, in and to the Purchased Assets, including, without limitation the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Purchaser, any of its affiliates, successors, assets or properties; (ii) enforcing, attaching, collecting or recovery in any manner any judgment, award, decree or order against the Purchaser, any of its affiliates, successors, assets or properties; (iii) creating, perfecting or enforcing any lien or other Claim against the Purchaser, or any of its affiliates, successors,

assets or properties; (iv) asserting any setoff or right of subrogation of any kind against any obligation due Purchaser, any of its affiliates or successors; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of the Bankruptcy Court, or the agreements or actions contemplated or taken in respect thereof; or (vi) revoking, terminating or failing or refusing to transfer or renew any license, permit or authorization to operate any of the Purchased Assets or conduct any of the business operated with the Purchased Assets.

9. The sale of the Purchased Assets and assignment of the Assigned Contracts shall be free and clear of all Interests because, in each case, one or more of the standards set forth in sections 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. The holders of Interests that did not object, or that withdrew their objections, to the Sale Motion are hereby deemed to have consented to the sale of the Purchased Assets and assignments of the Assigned Contracts free and clear of their Interests, which satisfies section 363(f)(2) of the Bankruptcy Code. To the extent that the consideration to be received under the Asset Purchase Agreement exceeds the value of all Interests in the Purchased Assets and the Assigned Contracts, section 363(f)(3) is satisfied. Section 363(f)(5) is satisfied because, among other things, under applicable state law, the holders of Interests could be compelled in foreclosure or receivership proceedings to accept money satisfactions of their Interests in amounts less than the actual amounts of the Interests. All Interests are adequately protected as they will attach to the sale proceeds with the same priority, validity, force, and effect that they had before the sale of the Purchased Assets and assignments of the Assigned Contracts, subject to any claims and defenses that the Debtor and its estate may have with respect thereto.

10. All persons and entities that are presently, or at the Closing may be, in possession of some or all of the Purchased Assets are hereby directed, at such person's or entity's sole expense, to surrender possession of the Purchased Assets to the Purchaser at the Closing, or as otherwise directed by the Purchaser, with any Interests of such persons or entities to be satisfied solely from the sale proceeds or other property of the Debtor's estate.

11. For the avoidance of doubt, any privileges, protections or immunities of the Debtor for communications, documents, materials or matters arising at any time, whether before or after the Petition Date, including but not limited to any attorney-client privilege, work product doctrine, common interest or joint defense privilege, relating to any matter whatsoever, including without limitation any matter relating to the negotiation and implementation of the Asset Purchase Agreement and any of the transactions contemplated thereby or entered into in connection therewith, the March 2014 transaction, the litigation currently pending in Delaware Chancery Court styled as *Calesa Associates, L.P. v. American Capital, Ltd.*, C.A. No. 10557-VCG, and any related matters (collectively, “Privilege”) shall not be Purchased Assets under the Asset Purchase Agreement, and any such Privilege is owned and will continue to be owned by the Debtor, and notwithstanding anything to the contrary herein or in the Asset Purchase Agreement, the Purchaser shall have no interest in or rights with respect to the Privilege, whether pursuant to this Order, the Asset Purchase Agreement, or otherwise. The Privilege shall remain within the sole control of the Debtor and may not be waived by any other person or entity.

12. Except for the Assumed Liabilities, the consummation of the transactions contemplated by the Asset Purchase Agreement, including, without limitation, the transfers of the Purchased Assets and the assignments of the Assigned Contracts, shall not subject the Purchaser or their respective affiliates, successors, and assigns to any liability or responsibility for any liability or other obligation of the Debtor or the Debtor’s estate arising prior to the Closing Date, or with respect to the Assigned Contracts prior to the applicable effective dates of assignment, including, without limitation, liabilities arising, accruing, or payable under, out of, in connection with, or in any way relating to the Purchased Assets, the Assigned Contracts, or the other assets, operations, activities, or businesses of the Debtor.

13. To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing Date and upon the occurrence of Closing, to operate under any transferred license, permit, registration and governmental authorization or approval of the

Debtor with respect to the Acquired Assets, and all such licenses, permits, registrations and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Buyer as of the Closing Date.

14. The Purchaser shall not be deemed a “successor” or alter-ego of the Debtor or its estates by reason of any theory of law or equity, and the Purchaser shall not assume, nor be deemed to assume, or in any way be responsible for any liability or obligation of the Debtor and/or its estate including, but not limited to, any bulk sales law, successor liability, liability or responsibility for any Claim against the Debtor or against an insider of the Debtor, or similar liability except as otherwise expressly provided in the agreement, and the Sale Motion contains sufficient notice of such limitation in accordance with Local Rule 6004-1. Except to the extent Purchaser assumed the Assumed Liabilities pursuant to the Asset Purchase Agreement, neither the purchase of the Purchased Assets by the Purchaser, nor the fact that Purchaser is using any of the Purchased Assets previously operated by the Debtor, will cause the Purchaser to be deemed a successor or alter-ego in any respect to the Debtor’s business within the meaning of, or in connection with, (i) any foreign, federal, state or local revenue, pension, ERISA, including but not limited to any withdrawal liability, tax, labor, employment, antitrust, environmental laws, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules or regulations), (ii) under any products liability law or doctrine with respect to the Debtor’s liability under such law, rule or regulation or doctrine, or under any product warranty liability law or doctrine with respect to the Debtor’s liability under such law, rule or regulation or doctrine, (iii) any employment or labor agreements, collective bargaining agreements, consulting agreements, severance arrangement, change-in-control agreements or other similar agreements to which the Debtor is a party, (iv) any pension, health, welfare, compensation or other employees or retiree benefit plans, agreement, practices and programs, including, without limitation, any pension plan of the Debtor, (v) the cessation of the Debtor’s operations, dismissal of employees, or termination of employment or labor agreements, collective bargaining agreements, or pension, health, welfare, compensation or

other employee or retiree benefit plans, agreements, practices and programs, and any obligation that might otherwise arise from any such cessation, dismissal or termination pursuant to any law of the United States, any State therein, or any other jurisdiction in the world, whether such obligations arise under any contract, agreement, statute, regulation, ordinance, common law, public policy, constitution or any other source, including with limitation, the Employee Retirement Income Security Act of 1974, as amended, the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1964, the Age Discrimination and Employment Act of 1967, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, COBRA, or the Worker Adjustment and Restraining Notification Act, (vi) environmental liabilities, debts, claims or obligations arising from the condition first existing on or prior to Closing (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, including without limitation under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. sec. 9601, *et. Seq.*, (vii) any liabilities, debts or obligations of or required to be paid by, the Debtor for any taxes relating to the operation of the Acquired Assets prior to the Closing, and (ix) any litigation. The Purchaser shall have no successor, alter-ego, or vicarious liability of any kind or character.

15. As of the Closing, the Purchaser shall have any and all rights, claims, defenses, and offsets held by the Debtor and/or the Debtor's estate with respect to the Assumed Liabilities.

16. Any provision in any of the Assigned Contracts purporting in any way to restrict, condition, or prohibit the Debtor's ability to assign the Assigned Contracts to the Purchaser or to impose any similar restraints on alienation is unenforceable and no such provision shall prevent or in any way impair the assignments of any Assigned Contracts to the Purchaser or the Purchaser' enjoyment of the Debtor's rights thereunder following such assignments.

17. Subject to the procedures set forth in this Sale Order and the terms of the Asset Purchase Agreement, the Debtor is authorized to assume and assign to the Purchaser the Assigned Contracts, pursuant to sections 105 and 365 of the Bankruptcy Code. Such assignments shall be free and clear of all Interests, except for the Assumed Liabilities, with all such Interests deemed unconditionally released, terminated, and discharged as to the Assigned Contracts and the Purchaser and, following assignment, the Purchaser shall be fully and irrevocable vested with all of the Assigned Contracts. Such assignments of the Assigned Contracts shall be entitled to all of the benefits and protections afforded by this Sale Order in connection with the Purchased Assets and the transfers thereof as if the Assigned Contracts were among the Purchased Assets. Pursuant to section 365(k) of the Bankruptcy Code, the Debtor and the Debtor's estate shall be relieved from any liability for any breach of an Assigned Contract occurring after the effective date of the applicable assignment.

18. Any provision in any Assigned Contract that purports to declare a breach, default or payment right as result of an assignment or a change of control in respect of the Debtor is unenforceable, and all such Assigned Contracts shall remain in full force and effect, subject only to payment of the appropriate Cure Amount, if any. No sections or provisions of any Assigned Contract that purports to provide for additional payments, rent accelerations, assignment fees, increases, payments, charges or any other fees charged to the Purchaser or the Debtor as a result of the assumption and the assignment of the Assigned Contracts shall have any force and effect with respect to the transactions contemplated by the Asset Purchase Agreement and assignments authorized by this Order, and such provisions constitute unenforceable anti-assignment provisions under Section 363(f) of the Bankruptcy Code. The Purchaser shall not be required, pursuant to section 365(l) of the Bankruptcy Code or otherwise, to provide any additional deposit or security with respect to any Assigned Contract to the extent not previously provided by the Debtor.

19. Where the Debtor is unable to establish that a default exists under an Assigned Contract, the Cure Amount relating to such contract shall be set at \$0.00.

20. The Cure Amounts are hereby fixed at the amounts set forth in ~~the Cure Notice or the amounts determined at the record of the Sale Hearing, as the case may be~~ [Exhibit B hereto](#), and the non-Debtor counterparties to the Assigned Contracts are forever bound by such Cure Amounts and are hereby precluded from objecting to the Cure Amounts (if any) related to such Assigned Contracts and the assumption and assignment of any Assigned Contract and enjoined from taking any action against the Purchaser or the Acquired Assets with respect to any claim for cure, or any other claim, under any Assigned Contract.

21. The Purchaser has satisfied all requirements under Bankruptcy Code sections 365(b)(1) and 365(f)(2) to provide adequate assurance of future performance under the Assigned Contracts.

22. To the greatest extent available under applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any licenses, permits, registrations, certificates, approvals, authorizations, Leases, Contracts, agreements, and other commitments relating to the Purchased Assets, and all such licenses, permits, registrations, certificates, approvals, authorizations, Leases, Contracts, agreements, and other commitments relating to the Purchased Assets are deemed to have been, and are hereby directed to be, transferred to the Purchaser or any assignee of the Purchaser as of the Closing.

23. The Asset Purchase Agreement may be modified, amended, or supplemented by the parties thereto without further order of the Court, provided that any such modification, amendment, or supplement either is (a) not material or (b) not less favorable to the Debtor than the existing applicable provisions.

24. This Court shall retain exclusive jurisdiction to (a) enforce this Sale Order and Asset Purchase Agreement any and all amendments or modifications to any of the foregoing, and any and all waivers or consents under or in connection with any of the foregoing, (b) compel delivery of the Purchased Assets to the Purchaser, and assignment of the Assigned Contracts to the Purchaser, (c) resolve any disputes arising under or relating to this Sale Order or Asset Purchase Agreement, (d) enjoin and adjudicate the assertion of any Interest against or

in respect of the Purchaser, or any assignee of the Purchaser, the Purchased Assets, or the Assigned Contracts, and (e) otherwise interpret, implement, and enforce the provisions of this Sale Order and Asset Purchase Agreement.

25. Unless otherwise expressly agreed by the Purchaser in writing, nothing contained in any subsequent order of this Court or in any plan of reorganization or liquidation confirmed in the Debtor's case shall alter, conflict with, or derogate from the provisions of the Asset Purchase Agreement or the terms of this Sale Order.

26. The Purchaser shall have no obligation to proceed with the Closing until all conditions precedent in the Asset Purchase Agreement to its obligation to do so have been met, satisfied, or waived in accordance with the terms of the Asset Purchase Agreement.

27. The Purchaser is hereby granted and is entitled to all of the protections provided to a good faith purchaser under section 363(m) of the Bankruptcy Code, including, without limitation, with respect to all of the Transactions (part of which includes the transfer of the Assigned Contracts as part of the sale of the Purchased Assets pursuant to section 365 of the Bankruptcy Code and this Order).

28. The failure to include specifically any particular provision of the Asset Purchase Agreement in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Asset Purchase Agreement be authorized and approved in its entirety.

29. The terms of this Sale Order and the Asset Purchase Agreement shall in all respects be binding upon and enforceable against all persons and entities, including, without limitation, the Debtor, the Debtor's estate, any and all chapter 7 and chapter 11 trustees of the Debtor's estate, any committees appointed in the Debtor's bankruptcy case, creditors, and other parties in interest.

30. The Purchaser shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Asset Purchase Agreement. The automatic stay imposed by section 362 of the Bankruptcy Code is

modified solely to the extent necessary to implement the preceding sentence and the other provisions of this Sale Order.

31. The stays imposed by Bankruptcy Rules 6004(h), 6006(d), and 7062 are hereby waived, and this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the absence of any person obtaining a stay pending appeal, the Debtor and the Purchaser are free to close under the Asset Purchase Agreement at any time, subject to the terms of the Asset Purchase Agreement. In the absence of any person obtaining a stay pending appeal, if the Debtor and the Purchaser close under the Asset Purchase Agreement, the Purchaser shall be deemed to be acting in “good faith” and shall be entitled to the protections of section 363(m) of the Bankruptcy Code as to all aspects of the Transactions if this Order or any authorization contained herein is reversed or modified on appeal.

32. No bulk sales law, bulk transfer law or similar law of any state or other jurisdiction (including those relating to Taxes) shall apply in any way to the transactions contemplated by the Asset Purchase Agreement or this Sale Order. Except as otherwise expressly provided in the Asset Purchase Agreement, all obligations of the Debtor relating to Taxes, whether arising under any law, by the Asset Purchase Agreement, or otherwise shall be the obligation of and fulfilled and paid by the Debtor.

33. The Debtor is hereby authorized and empowered, upon and in connection with the Closing, to change its corporate name and the caption of this Chapter 11 Case, consistent with applicable law. The Debtor shall file a notice of change of case caption, containing the new caption and the proposed new corporate name of the Debtor, within ten (10) business days of the Closing, and the change of case caption for this Chapter 11 case shall be deemed effective as of Closing.

34. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement and this Order.

35. To the extent permitted by Bankruptcy Code section 525, no governmental unit may revoke or suspend any permit or license relating to the operation of the Purchased Assets sold, transferred or conveyed to the Purchaser on account of the filing or pendency of the Chapter 11 Case or the consummation of the transaction contemplated by the Asset Purchase Agreement.

36. The provisions of this Sale Order are mutually dependent and non-severable without the express written consent of the Purchaser.

Dated: _____, 2017

Hon. Laurie Selber Silverstein
United States Bankruptcy Judge

EXHIBIT A

Asset Purchase Agreement

EXHIBIT B**Cure Costs**

<u>Contract/Lease Counterparty</u>	<u>Contract or Lease</u>	<u>Cure Amount</u>
<u>InnerOptic Technology Inc.</u>	<u>License & Product Development Agreement dated August 5, 2016</u>	<u>\$10,000</u>
<u>Health Trust</u>	<u>Purchase Agreement dated June 1, 2015 and amended on April 1, 2016</u>	<u>\$0</u>
<u>Minnetronix Inc.</u>	<u>Business Agreement dated July 28, 2016</u>	<u>\$0¹</u>
<u>Amanda Krusee</u>	<u>Consulting Agreement dated October 5, 2016</u>	<u>\$170</u>
<u>Claire Brian</u>	<u>Consulting Agreement dated November 24, 2014</u>	<u>\$140</u>
<u>Carlos Quezada, MD</u>	<u>Consulting Agreement dated May 9, 2016</u>	<u>\$0</u>
<u>Chris Olson, MD</u>	<u>Consulting Agreement dated June 6, 2016</u>	<u>\$0</u>
<u>Nathaniel Crump, MD</u>	<u>Consulting Agreement dated April 15, 2015</u>	<u>\$0</u>
<u>Devin Garza, MD</u>	<u>Consulting Agreement dated June 10, 2016</u>	<u>\$0</u>
<u>Donald Galen, MD</u>	<u>Consulting Agreement dated July 1, 2014</u>	<u>\$3,675</u>
<u>Alan Greenberg, MD</u>	<u>Consulting Agreement dated November 25, 2015</u>	<u>\$1,647</u>
<u>Jessica Shepherd, MD</u>	<u>Consulting Agreement dated June 6, 2016</u>	<u>\$1,287</u>
<u>John Bertrand, MD</u>	<u>Consulting Agreement dated June 1, 2016</u>	<u>\$0</u>
<u>Jorge Saldivar, MD</u>	<u>Consulting Agreement dated June 1, 2016</u>	<u>\$0</u>
<u>Laina Crowthers, MD</u>	<u>Consulting Agreement dated March 3, 2014</u>	<u>\$0</u>
<u>Kemp Clinical Consulting</u>	<u>Consulting Agreement dated September 11, 2015 and amended on December 16, 2016</u>	<u>\$0</u>
<u>Kimberly Lefholz, MD</u>	<u>Consulting Agreement dated August 6, 2015</u>	<u>\$8,079</u>

¹ To the extent not paid prior to the Closing, a \$125,000 cure payment will be made after the Closing, in each case to be paid in accordance with the Minnetronix agreement.

<u>Contract/Lease Counterparty</u>	<u>Contract or Lease</u>	<u>Cure Amount</u>
<u>Janine Little</u>	<u>Consulting Agreement dated February 24, 2014</u>	<u>\$1,639</u>
<u>Abraham Shashoua, MD</u>	<u>Consulting Agreement dated December 29, 2015</u>	<u>\$0</u>
<u>Shawn Tassone, MD</u>	<u>Consulting Agreement dated December 8, 2016</u>	<u>\$1,800</u>
<u>John Thiel, MD</u>	<u>Consulting Agreement dated March 5, 2013</u>	<u>\$0</u>
<u>Nicole Williams, MD</u>	<u>Consulting Agreement dated June 12, 2014</u>	<u>\$6,094</u>
<u>The Palomino Group</u>	<u>Service Agreement dated June 1, 2016 (Reimbursement support)</u>	<u>\$12,585</u>
<u>Po Ho</u>	<u>Service Agreement dated June 13, 2007 (IT support)</u>	<u>\$22,610</u>
<u>University of Saskatchewan and Dr. John Thiel</u>	<u>Clinical Trial Agreement dated January 31, 2015 and amended on July 8, 2016</u>	<u>\$8,998</u>
<u>Children's & Women's Health Centre of British Columbia Branch</u>	<u>Clinical Trial Agreement dated November 29, 2012</u>	<u>\$8,044</u>
<u>Brigham and Women's Hospital</u>	<u>Clinical Trial Agreement dated February 22, 2017</u>	<u>\$453</u>
<u>Yaron Friedman, MD and John Muir Health</u>	<u>Clinical Trial Agreement dated December 10, 2015</u>	<u>\$10,509</u>
<u>Inova Healthcare Services</u>	<u>Clinical Trial Agreement dated June 28, 2016</u>	<u>\$120,395</u>
<u>Texas Fertility Center</u>	<u>Clinical Trial Agreement dated May 11, 2016 and amended on October 1, 2016</u>	<u>\$134,819</u>
<u>University of Chicago</u>	<u>Clinical Trial Agreement dated March 11, 2016</u>	<u>\$73,639</u>
<u>University of Rochester</u>	<u>Clinical Trial Agreement dated April 4, 2016</u>	<u>\$195</u>
<u>Georgia Regents Research Institute</u>	<u>Clinical Trial Agreement dated May 16, 2014 and amended on March 31, 2016</u>	<u>\$23,375</u>
<u>Henry Ford Health System</u>	<u>Clinical Trial Agreement dated October 5, 2016</u>	<u>\$51,900</u>
<u>The Regents of the University of California (UCSF)</u>	<u>Investigator Initiated Clinical Trial Agreement dated April 25, 2013 and amended on October 8, 2014 and again on November 20, 2015 and again on August 15, 2016</u>	<u>\$0</u>
<u>University Clinical Center Tubingen</u>	<u>Investigator Initiated Clinical Trial Agreement dated January 27, 2016</u>	<u>\$2,000</u>
<u>Canepa Healthcare</u>	<u>Non-disclosure agreement dated August 22, 2016</u>	<u>\$0</u>

<u>Contract/Lease Counterparty</u>	<u>Contract or Lease</u>	<u>Cure Amount</u>
<u>Strada Consulting</u>	<u>Non-disclosure agreement dated June 17, 2016</u>	<u>\$0</u>
<u>Brent O'Connell, MD</u>	<u>Non-disclosure agreement dated August 23, 2016</u>	<u>\$0</u>
<u>Novo Ventures</u>	<u>Non-disclosure agreement dated August 31, 2016</u>	<u>\$0</u>
<u>The Palomino Group</u>	<u>Non-disclosure agreement dated June 8, 2016</u>	<u>\$0</u>
<u>Piper Jaffray</u>	<u>Non-disclosure agreement dated June 8, 2016</u>	<u>\$0</u>
<u>Silicon Valley Bank</u>	<u>Non-disclosure agreement dated August 10, 2016</u>	<u>\$0</u>
<u>MVM Life Science Partners</u>	<u>Non-disclosure agreement dated September 9, 2016</u>	<u>\$0</u>
<u>Francis Mayeda</u>	<u>Non-disclosure agreement dated June 15, 2016</u>	<u>\$0</u>
<u>Larry Anderson</u>	<u>EPIIA dated October 12, 2012</u>	<u>\$0</u>
<u>Kimberly Bridges-Rodriguez</u>	<u>EPIIA dated March 17, 2016</u>	<u>\$0</u>
<u>Erin Damerall</u>	<u>EPIIA dated December 17, 2007</u>	<u>\$0</u>
<u>Amalia Herrera</u>	<u>EPIIA dated May 23, 2007</u>	<u>\$0</u>
<u>Martha Herrera</u>	<u>EPIIA dated August 1, 2007</u>	<u>\$0</u>
<u>Jena Holcomb</u>	<u>EPIIA dated November 26, 2007</u>	<u>\$0</u>
<u>Tyler Holcomb</u>	<u>EPIIA dated August 13, 2012</u>	<u>\$0</u>
<u>Jeremy McFadden</u>	<u>EPIIA dated August 22, 2014</u>	<u>\$0</u>
<u>Chris Owen</u>	<u>EPIIA dated September 24, 2007</u>	<u>\$96</u>
<u>Jacob Schneider</u>	<u>EPIIA dated July 15, 2016</u>	<u>\$0</u>
<u>Nicholas Schneider</u>	<u>EPIIA dated December 16, 2015</u>	<u>\$0</u>
<u>Robert Skidmore</u>	<u>EPIIA dated January 20, 2006</u>	<u>\$25</u>
<u>Rick Spero</u>	<u>EPIIA dated September 28, 2005</u>	<u>\$0</u>
<u>Lou Tateo</u>	<u>EPIIA dated July 25, 2006</u>	<u>\$0</u>
<u>Thomas Whipple</u>	<u>EPIIA dated October 26, 2015</u>	<u>\$0</u>
<u>Jordan Whittle</u>	<u>EPIIA dated January 8, 2015</u>	<u>\$0</u>

<u>Contract/Lease Counterparty</u>	<u>Contract or Lease</u>	<u>Cure Amount</u>
<u>Navitas Lease Corp</u>	<u>Ultrasound Equipment lease dated 5/23/2016</u>	<u>\$19,294</u>
<u>Navitas Lease Corp</u>	<u>Ultrasound Equipment lease dated 7/19/2016</u>	
<u>Navitas Lease Corp</u>	<u>Ultrasound Equipment lease dated 2/23/2016</u>	
<u>Navitas Lease Corp</u>	<u>Ultrasound Equipment lease dated 10/3/2016</u>	
<u>Navitas Lease Corp</u>	<u>Ultrasound Equipment lease dated 10/3/2016</u>	
<u>Navitas Lease Corp</u>	<u>Ultrasound Equipment lease dated 10/3/2016</u>	
<u>Navitas Lease Corp</u>	<u>Ultrasound Equipment lease dated 5/23/2016</u>	
<u>Navitas Lease Corp</u>	<u>Ultrasound Equipment lease dated 2/23/2016</u>	
<u>Navitas Lease Corp</u>	<u>Ultrasound Equipment lease dated 2/22/2016</u>	
<u>Navitas Lease Corp</u>	<u>Ultrasound Equipment lease dated 2/22/2016</u>	

Summary report:	
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Move To	0
Table Insert	2
Table Delete	0
Table moves to	0
Table moves from	0
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Embedded Excel	0
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Total Changes:	70

Blacklines of Schedules 2.3(a)/5.1(i) from Version filed 5/3/17 at Docket No. 55

Schedule 5.1(i) Contract listing from APA
 Schedule 2.3(a) Assumed Liabilities listing from APA

Company	Description	Total Amount owed
InnerOptic Technology Inc.	License & Product Development Agreement dated August 5, 2016	\$10,000
Health Trust	Purchase Agreement dated June 1, 2015 and amended on April 1, 2016	\$0 ¹
Minnetronix Inc.	Business Agreement dated July 28, 2016	\$0
L+G, LLP	Engagement letter dated September 1, 2016	\$8,723
Alto Litigation	Engagement letter dated May 26, 2016	\$0
Amanda Krusee	Consulting Agreement dated October 5, 2016	\$170
Claire Brian	Consulting Agreement dated November 24, 2014	\$140
Carlos Quezada, MD	Consulting Agreement dated May 9, 2016	\$0
Chris Olson, MD	Consulting Agreement dated June 6, 2016	\$0
Nathaniel Crump, MD	Consulting Agreement dated April 15, 2015	\$0
Devin Garza, MD	Consulting Agreement dated June 10, 2016	\$0
Donald Galen, MD	Consulting Agreement dated July 1, 2014	\$3,675
Alan Greenberg, MD	Consulting Agreement dated November 25, 2015	\$1,647
Jessica Shepherd, MD	Consulting Agreement dated June 6, 2016	\$1,287
John Bertrand, MD	Consulting Agreement dated June 1, 2016	\$0
Jorge Saldivar, MD	Consulting Agreement dated June 1, 2016	\$0
Laina Crowthers, MD	Consulting Agreement dated March 3, 2014	\$0
Kemp Clinical Consulting	Consulting Agreement dated September 11, 2015 and amended on December 16, 2016	\$0
Kimberly Lefholz, MD	Consulting Agreement dated August 6, 2015	\$8,079
Janine Little	Consulting Agreement dated February 24, 2014	\$1,639
Abraham Shashoua, MD	Consulting Agreement dated December 29, 2015	\$0
Shawn Tassone, MD	Consulting Agreement dated December 8, 2016	\$1,800
John Thiel, MD	Consulting Agreement dated March 5, 2013	\$0
Nicole Williams, MD	Consulting Agreement dated June 12, 2014	\$6,094
The Palomino Group	Service Agreement dated June 1, 2016 (Reimbursement support)	\$12,585
Po Ho	Service Agreement dated June 13, 2007 (IT support)	\$22,610

¹ To the extent not paid prior to the Closing, a \$125,000 cure payment will be made after the Closing, in each case to be paid in accordance with the Minnetronix agreement.

Company	Description	Total Amount owed
TriNet	Service Agreement dated May 1, 2013 (HR support)	\$0
University of Saskatchewan and Dr. John Thiel	Clinical Trial Agreement dated January 31, 2015 and amended on July 8, 2016	\$8,998
Children's & Women's Health Centre of British Columbia Branch	Clinical Trial Agreement dated November 29, 2012	\$8,044
Brigham and Women's Hospital	Clinical Trial Agreement dated February 22, 2017	\$453
Yaron Friedman, MD and John Muir Health	Clinical Trial Agreement dated December 10, 2015	\$10,509
Inova Healthcare Services	Clinical Trial Agreement dated June 28, 2016	\$120,395
Texas Fertility Center	Clinical Trial Agreement dated May 11, 2016 and amended on October 1, 2016	\$134,819
University of Chicago	Clinical Trial Agreement dated March 11, 2016	\$73,639
University of Rochester	Clinical Trial Agreement dated April 4, 2016	\$195
Georgia Regents Research Institute	Clinical Trial Agreement dated May 16, 2014 and amended on March 31, 2016	\$23,375
Henry Ford Health System	Clinical Trial Agreement dated October 5, 2016	\$51,900
The Regents of the University of California (UCSF)	Investigator Initiated Clinical Trial Agreement dated April 25, 2013 and amended on October 8, 2014 and again on November 20, 2015 and again on August 15, 2016	\$0
University Clinical Center Tubingen	Investigator Initiated Clinical Trial Agreement dated January 27, 2016	\$2,000
Canepa Healthcare	Non-disclosure agreement dated August 22, 2016	\$0
Strada Consulting	Non-disclosure agreement dated June 17, 2016	\$0
Brent O'Connell, MD	Non-disclosure agreement dated August 23, 2016	\$0
Novo Ventures	Non-disclosure agreement dated August 31, 2016	\$0
The Palomino Group	Non-disclosure agreement dated June 8, 2016	\$0
Piper Jaffray	Non-disclosure agreement dated June 8, 2016	\$0
Silicon Valley Bank	Non-disclosure agreement dated August 10, 2016	\$0
MVM Life Science Partners	Non-disclosure agreement dated September 9, 2016	\$0

Company	Description	Total Amount owed
Francis Mayeda	Non-disclosure agreement dated June 15, 2016	\$0
Larry Anderson	EPIIA dated October 12, 2012	\$0
Kimberly Bridges-Rodriguez	EPIIA dated March 17, 2016	\$0
Erin Damerall	EPIIA dated December 17, 2007	\$0
Amalia Herrera	EPIIA dated May 23, 2007	\$0
Martha Herrera	EPIIA dated August 1, 2007	\$0
Jena Holcomb	EPIIA dated November 26, 2007	\$0
Tyler Holcomb	EPIIA dated August 13, 2012	\$0
Jeremy McFadden	EPIIA dated August 22, 2014	\$0
Chris Owen	EPIIA dated September 24, 2007	\$96
Jacob Schneider	EPIIA dated July 15, 2016	\$0
Nicholas Schneider	EPIIA dated December 16, 2015	\$0
Robert Skidmore	EPIIA dated January 20, 2006	\$25
Rick Spero	EPIIA dated September 28, 2005	\$0
Lou Tateo	EPIIA dated July 25, 2006	\$0
Thomas Whipple	EPIIA dated October 26, 2015	\$0
Jordan Whittle	EPIIA dated January 8, 2015	\$0
Jeremy McFadden	Employee Severance Agreement dated January 20, 2017	\$0
Larry Anderson	Employee Severance Agreement dated January 20, 2017	\$0
Tyler Holcomb	Employee Severance Agreement dated January 20, 2017	\$0
Robert Skidmore	Employee Severance Agreement dated January 20, 2017	\$0
Rick Spero	Employee Severance Agreement dated January 20, 2017	\$0
Jordan Whittle	Employee Severance Agreement dated January 20, 2017	\$0
Nick Schneider	Employee Severance Agreement dated January 20, 2017	\$0
Sand Creek Business Associates I	Property Lease dated September 27, 2010 and amended on September 12, 2011, and again on March 1, 2013, and again on May 23, 2014 and again on September 3, 2015	\$25,973
Navitas Lease Corp	Ultrasound Equipment lease dated 5/23/2016	\$19,294
Navitas Lease Corp	Ultrasound Equipment lease dated 7/19/2016	
Navitas Lease Corp	Ultrasound Equipment lease dated 2/23/2016	
Navitas Lease Corp	Ultrasound Equipment lease dated 10/3/2016	
Navitas Lease Corp	Ultrasound Equipment lease dated 10/3/2016	

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Company	Description	Total Amount owed
Navitas Lease Corp	Ultrasound Equipment lease dated 10/3/2016	
Navitas Lease Corp	Ultrasound Equipment lease dated 5/23/2016	
Navitas Lease Corp	Ultrasound Equipment lease dated 2/23/2016	
Navitas Lease Corp	Ultrasound Equipment lease dated 2/22/2016	
Navitas Lease Corp	Ultrasound Equipment lease dated 2/22/2016	
Canon Financial Services, Inc	Canon Copier Equipment lease dated October 15, 2015	\$308
Subtotal Contracts		\$523,46858,471