

EXHIBIT B

(Stalking Horse APA)

SEE ATTACHED

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “**Agreement**”) is entered into as of October 22, 2020 (the “**Effective Date**”), by and between Stephen L. Kunkel, not individually, but solely in his capacity as the court-appointed receiver in that certain case captioned *CIBC Bank USA, formerly known as The PrivateBank and Trust Company, v. Re-Poly, LLC, et al.*, Case No. 2022-CC09342 (“**Seller**”), with respect to the assets of Re-Poly, LLC, a Missouri limited liability company (“**Re-Poly**”), and Rhino Ventures, LLC, a Kentucky limited liability company (“**Rhino**” and, together with Re-Poly, the “**Re-Poly Entities**”), and Evertrak Capital LLC, a Delaware limited liability company (“**Buyer**”).

RECITALS

A. Seller was appointed as receiver over the Re-Poly Entities on August 24, 2020, pursuant to the Order Granting Application for Appointment of Receiver (“**Receiver Order**”) entered by the Circuit Court of the City of St. Louis (the “**Court**”) in connection with the case captioned *CIBC Bank USA, formerly known as The PrivateBank and Trust Company, v. Re-Poly, LLC, et al.*, Case No. 2022-CC09342 (the “**Case**”).

B. Re-Poly is engaged in the business of converting post-consumer plastics into reusable resources for manufacturing (the “**Business**”).

C. Rhino owns the real properties legally described on Exhibit A hereto and commonly known as 1525 S. Vandeventer, St. Louis, Missouri 63110 (“**1525 S. Vandeventer**”), and 1565 S. Vandeventer, St. Louis, Missouri 63110 (“**1565 S. Vandeventer**” and, together with 1525 S. Vandeventer, the “**Real Property**”).

D. Buyer desires to purchase and assume from Seller, and Seller desires to sell and assign to Buyer, the Purchased Assets and Assumed Liabilities, each as defined herein.

E. Seller believes, following consultation with its financial and other advisors and consideration of available alternatives that, in light of the current circumstances, a sale and assignment of the Purchased Assets and Assumed Liabilities is necessary to maximize value and is in the best interests of the Re-Poly Entities, their receivership estates and their creditors.

F. Subject to approval of the Court, the purchase and sale of the Purchased Assets and assignment of the Assumed Liabilities shall be consummated on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants, representations and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. DEFINITIONS

A. Recitals. The Recitals set forth above are incorporated by reference and are expressly made part of this Agreement.

B. Definitions. Certain terms used in this Agreement and not otherwise defined herein shall have the meaning assigned thereto in Exhibit B attached to this Agreement.

II. PURCHASE AND SALE OF ASSETS

A. Purchased Assets. Upon the terms and subject to the conditions contained herein, at the Closing (as defined herein), and effective as of the Effective Time (as defined herein), Seller shall sell, convey, transfer, assign and deliver to Buyer, and Buyer shall purchase and acquire from Seller, free and clear of all Encumbrances, all of Seller's rights, title, and interest in and to all assets of Seller used in the Business (collectively, the "**Purchased Assets**"), including, without limitation, the following assets, in all cases other than the Excluded Assets:

1. all Inventory, finished goods, work in progress, supplies, materials, spare parts, goods in transit, products under research and development, and demonstration equipment;

2. the fee simple interest in the Real Property described on Exhibit A, together with Seller's rights, title and interest in and to all improvements, equipment, and other personal property located thereon and all rights and privileges appurtenant;

3. all improvements, furniture, fixtures, tooling, racking, machinery, tools, equipment, computers, vehicles and other personal property located at the Real Property;

4. all accounts or trade receivables, security deposits (other than any deposit paid to the landlord of the Real Property), notes and other receivables of the Re-Poly Entities existing at the time of Closing, including advances and rights to receive payments from any customer, vendor or other Person held by Seller or the Re-Poly Entities (collectively, the "**Receivables**");

5. all permits and licenses related to the Business;

6. all rights of Seller in and under all of the contracts listed or described on Schedule II.A attached hereto, to the extent transferable (collectively, the "**Assumed Contracts**");

7. copies of, and the rights of Seller pursuant to, all documents, records, agreements and warranties pertaining or related to the Business or any of the Purchased Assets, including, without limitation, all customer, prospect, dealer and distributor lists, sales literature, Inventory records, purchase orders and invoices, sales orders and sales order log books, customer information, product data, price lists, product demonstrations, quotes and bids, and product advertising and brochures;

8. all books and records of Seller regarding the Business or any of the Purchased Assets;

9. all claims against third parties, whether or not asserted and whether now existing or hereafter arising, related to the Business or any of the Purchased Assets (including, without limitation, all claims based on any indemnities or warranties in favor of Seller relating to any of the Purchased Assets);

10. all credits, prepaid expenses, deferred charges, advance payments, deposits and prepaid items of the Re-Poly Entities to the extent related or pertaining directly to any Assumed Contract, existing or arising prior to or on the Closing Date, including prepaid utility deposits, and excluding only prepaid insurance and prepaid rent (collectively, the “**Prepaid Expenses**”);

11. all intellectual property and other intangible property used in connection with the Business or any of the Purchased Assets, including without limitation: (i) all corporate and fictitious names; (ii) whether owned or licensed, all trademarks, service marks, trade names, copyrights and patents and any applications for any of the foregoing or for registration of any of the foregoing and the rights to use any of the foregoing or any portion thereof, together with the goodwill associated therewith; (iii) all creative materials, including without limitation, all photographs, artwork, and advertising and promotional material; (iv) software and application programming interfaces, including mobile applications; and (v) all other intellectual property, including, but not limited to, inventions, discoveries, trade secrets, and know-how, and miscellaneous intangibles, whether owned or licensed (collectively, “**Intellectual Property**”);

12. all telephone and facsimile numbers, e-mail addresses, social media accounts, websites and domain names used in connection with the operation of the Business; and

13. any general goodwill of the Business belonging to Seller.

B. Excluded Assets. The Purchased Assets shall not include any of the following (collectively, the “**Excluded Assets**”):

1. all Cash of the Re-Poly Entities;

2. except for the Assumed Contracts, any contracts or leases to which either of the Re-Poly Entities is a party;

3. all insurance policies owned by or issued to either of the Re-Poly Entities, including any and all claims, rights, and interests under any director and officer insurance policy;

4. the rights of Seller under this Agreement and the other ancillary documents;

5. Tax refunds relating to the conduct of the Business prior to the Closing Date, including Tax refunds related to the Real Property;

6. all minute books, stock ledgers, corporate seals and stock certificates (or other certificated or uncertificated equity interests) of the Re-Poly Entities and their respective Affiliates; and

7. all records of Seller or either of the Re-Poly Entities that are required by law to remain in their possession, provided that copies thereof in Seller's possession shall be provided to Buyer at Closing, to the extent not previously provided to Buyer.

C. Assumption of Liabilities. Buyer shall not assume or be responsible for, and shall in no event be liable for, any Liabilities of or relating to the Business. As the only exception to the foregoing sentence, effective as of the Effective Time, Buyer hereby assumes and agrees to pay, honor, discharge or perform, as appropriate, any and all Liabilities (1) arising under the Assumed Contracts, but only to the extent that such Liabilities arise on or after the Closing Date and (2) under any Environmental Law with respect to or otherwise related to the Real Property (collectively, the "**Assumed Liabilities**").

D. Excluded Liabilities. Without limiting the generality of the first sentence of Section II.C, and regardless of any disclosure by Seller to Buyer, the Re-Poly Entities shall remain solely responsible and liable for any and all Liabilities of the Re-Poly Entities relating to or arising out of the operation of the Business or the Seller's ownership or operation of any of the Purchased Assets, other than the Assumed Liabilities (collectively, the "**Excluded Liabilities**").

III. PURCHASE PRICE; SALE PROCESS; CLOSING

A. Purchase Price. The aggregate consideration to be paid by Buyer for the Purchased Assets is \$5,275,000.00 million in cash (the "**Purchase Price**"). Buyer shall pay the Purchase Price as follows:

1. Within five business days after the Effective Date, a sum equal to \$527,500.00 shall be paid to Seller in cash, by wire transfer of immediately available funds (the "**Deposit**"). If the transactions contemplated by this Agreement (the "**Contemplated Transactions**") close, the Deposit shall be credited against the Purchase Price. Except as otherwise expressly provided in this Agreement, upon execution of this Agreement by Seller and Buyer, the Deposit is non-refundable to Buyer.

2. On the Closing Date, the sum of \$4,747,500.00 million shall be paid to Seller in cash, by wire transfer of immediately available funds.

B. Allocation of the Purchase Price. The parties agree to allocate the Purchase Price and all other capitalizable costs among the Purchased Assets for all purposes, including financial and Tax purposes, in accordance with the allocation schedule attached as Schedule III.B to this Agreement, which is intended to comply with the allocation method required by Section 1060 of the Code. Buyer and Seller shall cooperate to comply with all substantive and procedural requirements of Section 1060 and the regulations thereunder, including the filing by Buyer and Seller of an Internal Revenue Service Form 8594 with their federal income Tax returns for the taxable year in which Closing occurs. Buyer and Seller agree that each will not take for income Tax purposes, or permit any Affiliate to take, any position inconsistent with the allocation of Purchase Price set forth on Schedule III.B, except to the extent otherwise required by applicable Tax law. BUYER SHALL DEFEND, INDEMNIFY AND HOLD SELLER AND ITS AFFILIATES, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ANY

AND ALL DAMAGES WHICH ARISE OUT OF, ARE ASSOCIATED WITH, OR RELATE TO THE ALLOCATION OF THE PURCHASE PRICE AS SET FORTH IN THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, ANY ASSERTION THAT SUCH ALLOCATION WAS NOT APPROPRIATE OR MADE IN GOOD FAITH).

C. Sale Process. As set forth in more detail in the Sale Procedures (as defined below), the sale of the Purchased Assets is subject to a potential Auction (as defined below) pursuant to the following terms:

1. This Agreement shall be subject to an auction (the “**Auction**”) conducted pursuant to the Sale Procedures attached to this Agreement as Exhibit C (the “**Sale Procedures**”) if Seller receives one or more Qualified Bids (as described in Exhibit C), and the Purchase Price shall be considered the opening bid at the Auction as described in the Sale Procedures;

2. Seller shall continue to market the sale of the Purchased Assets prior to the Auction; and

3. The winning bidder at the Auction, after the Court issues an order approving the results of the Auction, shall proceed to closing the sale of the Purchased Assets.

For the avoidance of doubt, if Seller does not receive any Qualified Bids, then there shall be no Auction, and Buyer and Seller shall proceed with the Contemplated Transactions subject to the terms and conditions of this Agreement.

D. Court Approval. The sale of the Purchased Assets is subject to and contingent upon (1) the entry of one or more orders of the Court in the Case (i) authorizing the Sale Procedures, (ii) approving this Agreement and Buyer’s designation as the stalking horse bidder, and (iii) authorizing the sale of the Purchased Assets to Buyer substantially on the terms and conditions set forth in this Agreement (collectively, the “**Sale Order**”); and (2) the delivery of all applicable notices and the passage of all applicable objection periods without the Sale Order being stayed.

E. Closing. Consummation of the Contemplated Transactions (“**Closing**”) shall take place remotely at such place and date as the parties hereto shall agree (the “**Closing Date**”) promptly after all of the conditions to Closing set forth in Section VII are either satisfied or waived (other than conditions which, by their nature, are to be satisfied on the Closing Date). The effective time of the Closing shall be 12:01 a.m. on the Closing Date (the “**Effective Time**”).

F. Buyer’s Closing Deliveries. At or prior to Closing, Buyer shall make the following deliveries:

1. A certificate executed on behalf of Buyer certifying that the conditions set forth in Sections VII.B.1 through VII.B.3 have been fulfilled, to Seller;

2. The Purchase Price, less the Deposit;

3. An assignment and assumption agreement in the form attached hereto as

Exhibit D (the “**Assignment Agreement**”), duly executed by Buyer;

4. A bill of sale in the form attached hereto as Exhibit E (the “**Bill of Sale**”), duly executed by Buyer; and

5. Executed and acknowledged (if appropriate) certificates, instruments and documents that Seller and its counsel may reasonably request.

G. Seller’s Closing Deliveries. At or prior to Closing, Seller shall make the following deliveries:

1. A certificate executed by Seller certifying that the conditions set forth in Sections VII.A.1 through VII.A.3 have been fulfilled, to Buyer;

2. The Purchased Assets, free and clear of all Encumbrances, to Buyer;

3. The Assignment Agreement, duly executed by Seller;

4. A receiver’s deed under the laws of the State of Missouri with respect to the Real Property, in the form attached hereto as Exhibit F (the “**Receiver’s Deed**”), duly executed by Seller;

5. The Bill of Sale, duly executed by Seller; and

6. All of the consents to transfer the Purchased Assets, if any, duly executed by each party listed on Schedule III.G.6 hereto (collectively, the “**Required Consents**”), to Buyer.

H. Title Insurance. Buyer shall be solely responsible, at Buyer’s sole cost and expense, for obtaining any title insurance on the Real Property as Buyer shall require, but the issuance of such title insurance shall be a condition of Closing; provided that in the event the title company advises Buyer that it cannot issue a 2006 ALTA Owners Policy of title insurance to Buyer (the “**Title Policy**”), because Seller is not able to convey good and merchantable title to Buyer, then the Closing shall be postponed until Seller is able to convey good and merchantable title to Buyer so the title insurance company can issue the Title Policy that meets these parameters; provided, however, the Closing shall not be extended by more than thirty (30) days, at which time, Seller or Buyer may either terminate this Agreement by delivering written notice thereof to the non-terminating party or mutually elect to proceed with Closing notwithstanding the condition of title to the Real Property.

I. Closing Costs, Fees, and Taxes. Seller shall pay (a) the cost of recording all clearance and other documents necessary to convey Buyer merchantable title to the Purchased Assets. Buyer shall pay (i) the premiums for the Title Policy, (ii) the cost of recording the Receiver’s Deed, and (iii) and state and county transfer Taxes, if any. Seller and Buyer shall each bear their own attorneys’ fees and costs.

J. Prorations. All real estate Taxes and assessments (including improvement district

or other special assessments), personal property Taxes, association dues, and any common area maintenance or similar assessments, to the extent applicable, shall be prorated as of the Closing Date, based upon the current year information, if available, otherwise using the Tax information from the immediately prior Tax year, at one hundred percent (100%). From and after Closing, Buyer shall pay all such Taxes, assessments, and dues as become due and payable, and this obligation shall survive the Closing. Absent manifest error, the prorations made pursuant to this Section III.J are final and shall not be adjusted after the Closing Date.

K. Utilities. Prior to the Closing Date, Seller will either (1) have all utilities (*e.g.*, water, sewer, electricity, gas, and telephone) that are then serving the Real Property shut off, or (2) arrange to have the appropriate utility company read the meter or otherwise determine the utility service charges due as of, and including, the Closing Date. Seller shall be responsible for payment of all utility service charges through the Closing Date. Buyer must separately arrange for utility services to the Real Property and shall pay all utility service charges after the Closing Date. In addition, and except for utility service charges otherwise payable by Seller, Buyer shall pay any and all connection or reconnection fees, costs, and expenses that may be incurred in obtaining, resuming or restoring utility service to the Real Property following the Closing Date, including fees, costs, and expenses that may be required to bring the Real Property into compliance with current, applicable laws, rules, regulations, and codes, including the requirements of each utility company.

IV. REPRESENTATIONS AND WARRANTIES

A. Representations and Warranties of Seller. Seller represents and warrants to and in favor of Buyer, as of the Effective Date and the Closing Date, the following:

1. **Authority.** Seller has all requisite power, authority, right and capacity to enter into, execute and deliver this Agreement and, subject to the Sale Order, to carry out the Contemplated Transactions. The execution, delivery and performance of this Agreement, all ancillary agreements referred to herein and the Contemplated Transactions have been duly and validly authorized by Seller. Subject to the Sale Order, upon execution and delivery by Seller and Buyer, this Agreement and all ancillary agreements referred to herein shall constitute legal, valid and binding obligations of Seller enforceable in accordance with their respective terms. Subject to the Sale Order, and to Seller's Knowledge, no consent, approval, waiver, license or authorization of any Government Entity is required to be obtained in connection with the execution, delivery and performance of this Agreement and the Contemplated Transactions.

2. **No Conflicts.** To Seller's Knowledge, neither the execution of this Agreement nor the performance by Seller will result in a breach of any term or provision, or constitute a default under, or conflict with or cause the acceleration of any material obligation of Seller under any Legal Requirement. To Seller's Knowledge, other than the consents required pursuant to the Sale Order, no consent, approval or other documentation is necessary under any Legal Requirement to enable Seller to complete the Contemplated Transactions.

3. **Title.** To Seller's Knowledge, Seller has good and marketable title to the Purchased Assets.

4. **Brokers and Finders.** To Seller's Knowledge, Seller has not incurred any Liability or obligations to pay any fees, bonus or other commission to any broker, finder or agent with respect to the Contemplated Transactions for which Buyer is or could become liable or obligated or which could result in any Encumbrance upon any of the Purchased Assets.

B. Representations and Warranties of Buyer. Buyer represents and warrants to and in favor of Seller, as of the Effective Date and the Closing Date, the following:

1. **Organization.** Buyer is a limited liability company duly formed, subsisting and in good standing under the laws of the State of Delaware and is properly qualified to do business in such state. Buyer has all requisite limited liability company power, authority, right and capacity to own or lease and operate its properties and assets now owned or leased and operated by it and to carry on its business in all respects as currently conducted by it. Buyer has all requisite limited liability company power, authority, right and capacity to enter into, execute and deliver this Agreement and to carry out the Contemplated Transactions.

2. **Authority.** The execution, delivery and performance of this Agreement, all ancillary agreements referred to herein and the Contemplated Transactions have been duly and validly authorized by all requisite limited liability company or other proceedings of Buyer. Subject to the entry of the Sale Order, upon execution and delivery by Seller and Buyer, this Agreement and all ancillary agreements referred to herein shall constitute legal, valid and binding obligations of Buyer enforceable in accordance with their respective terms.

3. **No Conflicts.** Neither the execution of this Agreement nor the performance by Buyer will result in a breach of any term or provision, or constitute a default under, or conflict with or cause the acceleration of any material obligation of Buyer under (i) the Articles of Organization or Operating Agreement of Buyer, (ii) any permit or license applicable to Buyer, (iii) any order to which Buyer is bound or (iv) any Legal Requirement affecting Buyer. Other than the Sale Order and any third party consents required under this Agreement, no consent, approval or other documentation is necessary to enable Buyer to complete the Contemplated Transactions.

4. **Brokers and Finders.** Neither Buyer nor any of its Affiliates have incurred any Liability or obligations to pay any fees, bonus or other commission to any broker, finder or agent with respect to the Contemplated Transactions for which Seller could become liable or obligated.

5. **Financing.** Buyer or its designees will have, at Closing, sufficient internal funds (after giving effect to any committed financing) available to pay the Purchase Price in accordance with Section III.A.

C. Limitation on Representations and Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, COVENANT, AGREEMENT, OR STATEMENT MADE OR INFORMATION COMMUNICATED (ORALLY OR IN WRITING) TO BUYER. BUYER IS ACQUIRING THE PURCHASED ASSETS “AS IS” AND “WHERE IS” WITH ALL FAULTS AND DEFECTS REGARDING THE CONDITION AND TITLE OF THE PURCHASED ASSETS. BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE AND DOES NOT MAKE, AND SELLER SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE VALUE, NATURE, QUALITY, QUANTITY OR CONDITION OF THE PURCHASED ASSETS, EXCEPT THOSE REPRESENTATIONS EXPRESSLY SET FORTH IN SECTION IV.A. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. BUYER ACKNOWLEDGES AND AGREES THAT BUYER HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PURCHASED ASSETS AND THAT BUYER, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PURCHASED ASSETS, IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PURCHASED ASSETS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY ANY OTHER PARTY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT NO INDEPENDENT INVESTIGATION OR VERIFICATION HAS BEEN OR WILL BE MADE BY SELLER WITH RESPECT TO ANY INFORMATION SUPPLIED BY SELLER CONCERNING THE PURCHASED ASSETS AND THAT SELLER MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION, IT BEING INTENDED BY THE PARTIES THAT BUYER SHALL VERIFY THE ACCURACY AND COMPLETENESS OF SUCH INFORMATION ITSELF. BUYER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION IV.C ARE AN INTEGRAL PORTION OF THIS AGREEMENT AND THAT SELLER WOULD NOT AGREE TO SELL THE PURCHASED ASSETS TO BUYER WITHOUT THE DISCLAIMERS, AGREEMENTS AND OTHER STATEMENTS SET FORTH IN THIS SECTION IV.C.

SELLER AND BUYER AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION IV.C ARE “CONSPICUOUS” DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

D. Environmental Matters. Seller and Buyer agree that the Real Property is being sold “AS IS, WHERE IS” with all faults including environmental conditions, that no indemnification for or with respect to such Real Property is given by Seller, and that Seller shall have no obligation to perform any environmental assessments or mitigation of or with respect to such sites or underlying real estate.

V. PRE-CLOSING COVENANTS

The parties agree as follows with respect to the period between the Effective Date and the Closing:

A. General. Each of the parties will use its reasonable best efforts to take all action and to do all things necessary, proper or advisable in order to consummate and make effective the Contemplated Transactions.

B. Notices and Consents. Seller will give any required notices to third parties, and Seller will use its reasonable best efforts to obtain any third party consents, including the Required Consents, that are necessary or that Buyer reasonably may request. Each of the parties will give any notices to, make any filings with and use its reasonable best efforts to obtain any authorizations, consents and approvals of any Government Entity necessary in connection with the Contemplated Transactions.

C. Preservation and Operation of Business. Seller will keep the Business and Purchased Assets substantially intact, including the Business's present operations, physical facilities, working conditions and relationships with lessors, licensors, suppliers, customers and employees. Seller will not engage in any practice, take any action, or enter into any transaction outside of the Business's ordinary course of business without Buyer's consent.

D. Full Access. Seller will provide Buyer and its Representatives at all reasonable times, upon reasonable prior notice, full access to the personnel, books, records (including Tax records), contracts and documents of or pertaining to the Business.

E. Case-Related Covenants.

1. As promptly as practicable after the Effective Date, Seller shall file, or cause to be filed, the Sale Motion with the Court.

2. Seller and Buyer each shall act promptly, diligently and in good faith, and use their respective reasonable best efforts, in pursuing entry of the Sale Order, and otherwise effectuating and consummating the Contemplated Transactions, under the terms and conditions of this Agreement, in each case as soon as practicable, but in any case within the applicable timeframes contemplated by this Agreement.

3. In the event an appeal is taken or a stay pending appeal is granted from the Sale Order, Seller shall immediately notify Buyer of such appeal or stay order and shall promptly provide to Buyer a copy of the related notice of appeal or order of stay. Seller shall also provide Buyer with written notice of any motion or application filed in connection with any appeal from either of such orders.

VI. POST-CLOSING COVENANTS

Each of Seller and Buyer, as applicable, covenant as follows, each of which survives the execution of this Agreement and Closing:

A. Employees. At Closing, Seller shall terminate the employment of all of the Business's employees and shall provide reasonable assistance to Buyer in hiring, upon such terms and conditions as Buyer shall determine in its sole discretion, such terminated employees of the Business as Buyer desires. Notwithstanding the foregoing, Buyer shall not be obligated to offer employment to any of the Business's terminated employees, nor shall Buyer be considered a successor employer with respect to such employees for any purpose. Seller shall provide Buyer with access to the Business's employee records, including current and historic compensation and employee benefit plans, to the extent permitted by applicable Legal Requirements, and Seller shall provide Buyer with its recommendations on any of the Business's terminated employees to consider hiring.

B. Further Assurances. Upon the terms and subject to the conditions contained herein, each of the parties hereto agrees: (1) to use all reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective the Contemplated Transactions, including obtaining any necessary third-party consents; (2) to execute and deliver any further documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the Contemplated Transactions; and (3) to cooperate with each other in connection with the foregoing.

C. Confidentiality. Subject to the requirements imposed by the Court or as otherwise required by Legal Requirements, from and after the Closing: (1) Seller shall, and shall cause his Representatives to, hold in confidence all confidential information (including, but not limited to, trade secrets, customer lists, marketing plans and pricing information) of the Business; (2) in the event Seller or his Representatives shall be legally compelled to disclose any such information, Seller shall provide Buyer with prompt written notice of such requirement to the extent legally permitted so that Buyer may seek a protective order or other remedy; and (3) in the event that such protective order or other remedy is not obtained, Seller or his Representatives shall furnish only such information as is required by Legal Requirements to be provided.

D. Publicity. Except as required by any Legal Requirement or for any filings with the Court, each party hereto shall not issue any press release or public announcement concerning this Agreement or the Contemplated Transactions without obtaining the prior written approval of the other party, which approval will not be unreasonably withheld or delayed, provided that a party hereto intending to make any such release it deems required by any Legal Requirement shall use its commercially reasonable efforts consistent with such Legal Requirement to consult with the other party with respect to the text thereof prior to publication or dissemination.

VII. CLOSING CONDITIONS

A. Buyer's Closing Conditions. The obligation of Buyer to consummate the Contemplated Transactions is subject to satisfaction by Seller or waiver by Buyer of the following conditions:

1. All of Seller's representations and warranties set forth in Section IV shall be true and correct in all material respects at and as of the Closing Date;

2. Seller will have performed or satisfied, in all material respects, on or prior to the Closing Date, all obligations, covenants and agreements contained in this Agreement to be performed or satisfied by Seller on or prior to the Closing Date;

3. No action or proceeding, at law or in equity, shall have been commenced by any Person to enjoin, restrict or prohibit Closing, which has not, by the Closing Date, been dismissed, quashed or permanently stayed without any further right of appeal or right to such leave to appeal;

4. The Sale Order shall have been entered by the Court and shall have become a Final Order;

5. All of the Required Consents shall have been obtained; and

6. Seller will have delivered such other documents and instruments as are reasonably necessary or appropriate to effect the consummation of the Contemplated Transactions or that may be required under any Legal Requirements or any agreements to which Seller is a party.

B. Seller's Closing Conditions. The obligation of Seller to consummate the Contemplated Transactions is subject to satisfaction by Buyer or waiver by Seller of the following conditions:

1. All of Buyer's representations and warranties set forth in Section IV shall be true and correct in all material respects at and as of the Closing Date;

2. Buyer will have performed or satisfied, in all material respects, on or prior to the Closing Date, all obligations, covenants and agreements contained in this Agreement to be performed or satisfied by Buyer on or prior to the Closing Date;

3. No action or proceeding, at law or in equity, shall have been commenced by any Person to enjoin, restrict or prohibit Closing, which has not, by the Closing Date, been dismissed, quashed or permanently stayed without any further right of appeal or right to such leave to appeal;

4. The Sale Order shall have been entered by the Court and shall have become a Final Order; and

5. Buyer will have delivered such other documents and instruments as are reasonably necessary or appropriate to effect the consummation of the Contemplated Transactions or that may be required under any Legal Requirements or any agreements to which Buyer is a party.

VIII. TERMINATION

A. Termination of Agreement. This Agreement may be terminated prior to Closing as follows:

1. by mutual written consent of Seller and Buyer;
2. by either Buyer or Seller, (i) if a Government Entity of competent jurisdiction shall have issued a Final Order or taken any other non-appealable final action, in each case, having the effect of permanently restraining, enjoining or otherwise prohibiting the Contemplated Transactions; or (ii) as permitted by Section III.H;
3. by Buyer, in the event Seller has breached any representation, warranty or covenant contained in this Agreement in any material respect, Buyer has notified Seller of the breach, and the breach has continued without cure or written waiver of the breach by Buyer for a period of 15 days after the notice of breach; and
4. by Seller, (i) in the event Buyer has breached any representation, warranty or covenant contained in this Agreement in any material respect, Seller has notified Buyer of the breach, and the breach has continued without cure or written waiver of the breach by Seller for a period of 15 days after the notice of breach, or (ii) if the Closing will not occur by December 31, 2020, by reason of the failure of any condition precedent under Section VII.B (unless the failure results primarily from Seller itself breaching any representation, warranty or covenant contained in this Agreement).

The party hereto desiring to terminate this Agreement pursuant to any of clauses (1) through (4) of this Section VIII.A shall give written notice of such termination to the other party in accordance with Section IX.C.

B. Effect of Termination. Except as otherwise provided herein, in the event of termination of this Agreement, this Agreement (other than the terms and provisions set forth in Section VI.C, Section VI.D, this Article VIII.B and Article IX hereof, which shall survive such termination) shall become null and void and be deemed of no force and effect, with no liability on the part of any party hereto (or of any of its directors, officers, employees, consultants, contractors, agents, legal and financial advisors or other Representatives), and no party hereto shall have any obligations to any other party hereto arising out of this Agreement except pursuant to the foregoing provisions which survive the termination of this Agreement.

C. Deposit.

1. In the event (i) Seller and Buyer terminate this Agreement pursuant to Section VIII.A.1, (ii) Seller terminates this Agreement pursuant to Section VIII.A.2 or Section VIII.A.4(ii), or (iii) Buyer terminates this Agreement pursuant to Section VIII.A.2 or Section VIII.A.3, Seller shall return the Deposit to Buyer, which, for purposes of Section VIII.A.3(i), shall be the sole and exclusive remedy and full liquidated damages for Seller's default. In no event shall Seller be liable for any special, incidental, exemplary or consequential damages, including, without limitation, the loss of profits or revenue, interference with business operations, or loss of tenants, lenders, investors, or buyers, or the inability to use the Purchased Assets. The parties hereto expressly acknowledge that it is impossible to estimate more precisely the damages to be suffered by Buyer upon Seller's default and that the return of the Deposit shall be Buyer's sole remedy due to Seller's default. The Seller's covenants and obligations under this Section VIII.C shall survive

the termination of this Agreement.

2. In the event Seller terminates this Agreement pursuant to Section VIII.A.4 (excluding by reason of the conditions precedent under Section VII.B.3 (unless caused primarily from the actions or inactions of Buyer) or Section VII.B.4), Seller shall be entitled to receive and retain the Deposit, as its sole and exclusive remedy and as full liquidated damages for Buyer's default. In the event that the purchase and sale contemplated by this Agreement is not consummated because of the Buyer's default and Seller's termination pursuant to Section VIII.A.4 (excluding by reason of the conditions precedent under Section VII.B.3 (unless caused primarily from the actions or inactions of Buyer) or Section VII.B.4), Buyer hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller to recover the Deposit or any part thereof on the grounds that it is unreasonable in amount or that its retention by Seller is a penalty and not a reasonable determination by the parties of liquidated damages. In the event that the purchase and sale contemplated by this Agreement is not consummated because it is terminated pursuant to Section VIII.A.4 (excluding by reason of the conditions precedent under Section VII.B.3 (unless caused primarily from the actions or inactions of Buyer) or Section VII.B.4), Buyer hereby waives and releases any right to (and hereby covenants that it shall not) sue Seller with respect to any matter related to this Agreement. The Buyer's covenants and obligations under this Section VIII.C shall survive the termination of this Agreement. In no event shall Buyer be liable to Seller or any other Person for any special, incidental, exemplary or consequential damages, including, without limitation, the loss of profits or revenue, interference with business operations, or loss of tenants, lenders, investors, or buyers.

IX. MISCELLANEOUS

A. Disclaimers; Waivers; Release.

1. **EXCEPT FOR THE WARRANTIES SET FORTH IN ARTICLE IV OF THIS AGREEMENT, BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT SELLER IS NOT MAKING AND HAS NOT MADE ANY REPRESENTATION, WARRANTY, EXPRESSED OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE PURCHASED ASSETS, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE CONDITION, VALUE, TITLE, QUALITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PURCHASED ASSETS, THE NATURE OR EXTENT OF ANY LIABILITIES WITH RESPECT TO THE PURCHASED ASSETS, THE EFFECTIVENESS OR THE SUCCESS OF ANY OPERATIONS WITH RESPECT TO THE PURCHASED ASSETS, OR THE ACCURACY OR COMPLETENESS OF ANY DOCUMENTS, PROJECTIONS, MATERIAL, OR OTHER INFORMATION (FINANCIAL OR OTHERWISE) REGARDING THE PURCHASED ASSETS FURNISHED TO BUYER OR ITS REPRESENTATIVES OR MADE AVAILABLE TO BUYER OR ITS REPRESENTATIVES IN ANY "DATA ROOMS," "VIRTUAL DATA ROOMS," MANAGEMENT PRESENTATIONS OR IN ANY OTHER FORM IN EXPECTATION OF, OR IN CONNECTION WITH, THE CONTEMPLATED TRANSACTIONS, OR IN RESPECT OF ANY OTHER MATTER OR THING WHATSOEVER, AND NO**

REPRESENTATIVE OF SELLER HAS ANY AUTHORITY, EXPRESS OR IMPLIED, TO MAKE ANY WARRANTIES OR AGREEMENTS NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT. IT IS THE EXPRESS INTENTION OF BUYER AND SELLER THAT THE PURCHASED ASSETS SHALL BE CONVEYED TO BUYER “AS IS, WHERE IS, WITH ALL FAULTS” AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR. BUYER WARRANTS TO SELLER THAT IT HAS MADE SUCH INSPECTIONS WITH RESPECT TO THE PURCHASED ASSETS AS BUYER DEEMS APPROPRIATE AND BUYER WILL ACCEPT THE PURCHASED ASSETS “AS IS, WHERE IS, WITH ALL FAULTS,” IN THEIR PRESENT CONDITION AND STATE OF REPAIR.

2. BUYER SPECIFICALLY DISCLAIMS THAT IT IS RELYING UPON OR HAS RELIED UPON ANY SUCH OTHER WARRANTIES THAT MAY HAVE BEEN MADE BY ANY PERSON ACTING BY OR ON BEHALF OF SELLER OR ANY OTHER PERSON, AND ACKNOWLEDGES AND AGREES THAT SELLER HAS SPECIFICALLY DISCLAIMED AND DOES HEREBY SPECIFICALLY DISCLAIM ANY SUCH OTHER REPRESENTATION OR WARRANTY MADE BY ANY PERSON ACTING BY OR ON BEHALF OF SELLER.

3. BUYER SPECIFICALLY DISCLAIMS ANY OBLIGATION OR DUTY BY SELLER TO MAKE ANY DISCLOSURES OF FACT NOT REQUIRED TO BE DISCLOSED PURSUANT TO THIS AGREEMENT.

4. BUYER HEREBY RELEASES THE SELLER, THE RE-POLY ENTITIES, AND THEIR RESPECTIVE AFFILIATES, AGENTS, ATTORNEYS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “SELLER PARTIES”) FROM ANY AND ALL LIABILITIES (AS DEFINED BELOW) REGARDING OR OTHERWISE RELATING TO THE PURCHASED ASSETS, INCLUDING WITH RESPECT TO ANY OF THE PURCHASED ASSETS’ CONDITION. BUYER AGREES THAT THE MATTERS RELEASED PURSUANT TO THIS ARTICLE ARE NOT LIMITED TO MATTERS WHICH ARE KNOWN OR DISCLOSED. BUYER ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO IT MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CAUSES OF ACTION, CLAIMS, DEMANDS, CONTROVERSIES, DAMAGES, COSTS, LOSSES OR EXPENSES WHICH ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND BUYER FURTHER ACKNOWLEDGES THAT THE RELEASE CONTAINED IN THIS SECTION HAS BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THE FOREGOING. BUYER EXPRESSLY WAIVES ANY PROVISION OF STATUTORY OR DECISIONAL LAW TO THE EFFECT THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN SUCH PARTY’S FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY SUCH PARTY, MUST HAVE MATERIALLY AFFECTED SUCH PARTY’S

SETTLEMENT WITH THE RELEASED PARTIES.

B. Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and no other Person shall have any right, benefit or obligation under this Agreement as a third party beneficiary or otherwise. Notwithstanding anything in this Agreement to the contrary, Buyer may assign its rights hereunder, partially or wholly, to one or more Affiliates of Buyer or to any successor to Buyer or its assets.

C. Successors and Assigns. All of the covenants and agreements set forth in this Agreement are intended to bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

D. Notices. Any notices or other communications required or permitted under this Agreement or any ancillary agreement referred to herein shall be in writing and sent to the appropriate addresses designated below (or to such other address or addresses as may hereafter be furnished by one party to the other party in compliance herewith), by hand delivery, by electronic mail transmission with confirmation of delivery, by UPS or FedEx next-day service, or by registered or certified mail with return receipt requested, postage prepaid:

If to Seller:

Stephen L. Kunkel
c/o Venture Spring LLC
1020 South Wabash Avenue, 8D
Chicago, IL 60605
Email: skunkel@venturespring.com

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

Lathrop GPM LLP
Attn: Bryan E. Minier
155 North Wacker Drive
Suite 3000
Chicago, IL 60606-1787
Email: bryan.minier@lathropgpm.com

If to Buyer:

Timothy R. Noonan
26 Westmoreland Place
St. Louis, MO. 63108
Email : noonanstl@gmail.com

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

Polsinelli PC
Attn : Matthew Layfield
100 S. Fourth Street, Suite 1000
St. Louis, MO 63102
Email : m Layfield@polsinelli.com

E. Choice of Law; Venue. This Agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Missouri (without reference to its conflicts of law rules). Seller and Buyer consent to, submit to and accept jurisdiction over this Agreement of any state court located in Missouri. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY LEGAL

ACTION IN RESPECT OF THE INTERPRETATION AND ENFORCEMENT OF THE PROVISIONS OF THIS AGREEMENT AND OF THE DOCUMENTS REFERRED TO IN THIS AGREEMENT.

F. Limitation of Seller's Liability. SELLER HAS BEEN APPOINTED AS THE COURT-APPOINTED RECEIVER OF THE PURCHASED ASSETS PURSUANT TO THAT CERTAIN ORDER GRANTING APPLICATION FOR APPOINTMENT OF RECEIVER, ENTERED BY THE COURT IN CONNECTION WITH THE CASE ON AUGUST 24, 2020 (TOGETHER WITH ANY SUPPLEMENT OR AMENDMENT THERETO, OR REPLACEMENT THEREOF, COLLECTIVELY, THE “**RECEIVERSHIP ORDER**”). ALL ACTIONS AND DEEDS OF SELLER IN CONNECTION WITH THE CONTEMPLATED TRANSACTIONS ARE IN HIS CAPACITY AS RECEIVER, AS DEFINED IN THE RECEIVERSHIP ORDER, AND ALL SUBSEQUENT ORDERS AND SUPPLEMENTS THERETO. THE PARTIES AGREE THAT SELLER, INDIVIDUALLY, SHALL HAVE NO PERSONAL LIABILITY EXCEPT FOR AS SELLER WOULD OTHERWISE HAVE UNDER MISSOURI LAW. THE BURDENS AND LIABILITIES OF THIS AGREEMENT SHALL EXTEND TO SELLER IN HIS CAPACITY AS RECEIVER ONLY, AS DEFINED AND LIMITED BY THE RECEIVERSHIP ORDER, AND NOT IN HIS INDIVIDUAL CAPACITY. IN NO EVENT SHALL SELLER HAVE LIABILITY IF SELLER IS ACTING PURSUANT TO A COURT ORDER OR, IN ANY EVENT, IN EXCESS OF THE LIABILITY SET FORTH IN THE RECEIVERSHIP ORDER EXCEPT FOR AS SELLER WOULD OTHERWISE HAVE UNDER MISSOURI LAW. BUYER AGREES TO LOOK SOLELY TO SELLER TO THE EXTENT OF SELLER'S INTEREST IN THE PURCHASED ASSETS FOR THE SATISFACTION OF ANY LIABILITY OR OBLIGATION ARISING UNDER THIS AGREEMENT OR THE CONTEMPLATED TRANSACTIONS, OR FOR THE PERFORMANCE OF ANY OF THE COVENANTS, WARRANTIES, OBLIGATIONS OR OTHER AGREEMENTS CONTAINED HEREIN, AND FURTHER AGREES NOT TO SUE OR OTHERWISE SEEK TO ENFORCE ANY PERSONAL OBLIGATION AGAINST ANY OF SELLER'S PROPERTIES, OTHER THAN SELLER'S INTEREST IN THE PURCHASED ASSETS WITH RESPECT TO ANY MATTERS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE DUTIES AND OBLIGATIONS CONTEMPLATED HEREBY

G. Entire Agreement; Amendments and Waivers. This Agreement, together with all other agreements signed contemporaneously with or required by this Agreement, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto. No amendment, supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. A photocopy of this Agreement shall be as legally valid and binding as the original.

H. Headings. The headings contained in this Agreement are for purposes of convenience only and in no way define, limit, extend or describe the scope of this Agreement or

the intent of any provision hereof.

I. Counterparts. This Agreement may be signed and delivered in counterparts and by facsimile or other electronic means, and the document delivered in such manner shall be considered to have the same binding effect as an original signature on an original document.

J. Costs. If Buyer or Seller is required to enforce this Agreement or to defend its actions arising from or related to this Agreement in a judicial or other proceeding, the party prevailing in such proceeding shall be entitled to reimbursement of its costs and expenses, incurred in connection therewith, including reasonable accounting, investigative and legal fees and costs.

K. Interpretation. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties hereto and no presumption or burden of proof will arise favoring or disfavoring any party hereto because of the authorship of any provision of this Agreement.

[Signature Page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be duly executed and delivered as of the Effective Date.

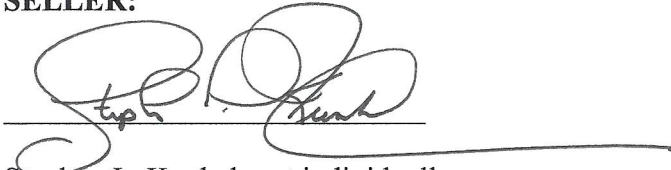
BUYER:

Evertrak Capital LLC
a Delaware limited liability company



By: Timothy R. Noonan
Its: Member

SELLER:



Stephen L. Kunkel, not individually,
but solely in his capacity as the court-
appointed receiver in that certain
case captioned *CIBC Bank USA, formerly
known as The PrivateBank and Trust
Company, v. Re-Poly, LLC, et al.*,
Case No. 2022-CC09342

EXHIBIT A

Description of Real Property

Parcel 1

Lot 2 of 1525 South Vandeventer Subdivision, a Subdivision in City Block, 4097-North and in Out Lot 97, according to the plat thereof recorded in Book 02112014 page 0016 of the St. Louis City Records.

Parcel 2

Cross Access Easement as established by the plat thereof recorded in Book 02112014 page 0016 of the St. Louis City Records.

EXHIBIT B

Definitions

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such Person and any franchisee of such Person or franchisee of any other Person directly controlling, controlled by, or under common control with such Person.

“Cash” means all cash and cash equivalents (including marketable securities) of the Re-Poly Entities, as of the Closing, determined and calculated in accordance with generally accepted accounting principles, including the aggregate amount of all checks, drafts and other bank deposits received by the Re-Poly Entities but not yet credited to the bank account of the Re-Poly Entities.

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

“Encumbrances” means any charge, claim, condition, equitable interest, lien, option, pledge, security interest, mortgage, right of way, easement, encroachment, servitude, right of first option, right of first refusal or similar restriction, including any restriction on use, voting (in the case of any security or equity interest), transfer, receipt of income or exercise of any other attribute of ownership, including, but not limited to, any such Encumbrance of CIBC and Closed Loop, solely with respect to the Re-Poly Entities.

“Environment” means soil, soil vapor, surface waters, groundwater, drinking water, land, stream sediments, surface or subsurface strata, natural resources, flora and fauna, ambient air or indoor air, and any environmental medium.

“Environmental Law” means any Legal Requirement governing: public or workplace health and safety; protection of the Environment; Releases or threatened Releases of Hazardous Materials; the presence, storage, use, treatment, transportation, management, handling, generation, production, manufacture, importation, exportation, sale, distribution, labeling, recycling, processing, testing, control or cleanup of Hazardous Materials (or products containing Hazardous Materials); restoration of natural resources; or injury or harm to Persons relating to exposure to Hazardous Materials.

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

“Government Entity” means any federal, state, local or foreign government, court, agency

(administrative, arbitral, regulatory or otherwise), commission, department or other authority or instrumentality.

“Hazardous Material” means any pollutant, toxic substance including asbestos and asbestos-containing materials, hazardous waste, hazardous material, hazardous substance, contaminant, petroleum and petroleum-containing and petroleum-derived materials, infectious or medical wastes, radiation and radioactive materials, leaded paints, toxic mold and other harmful biological agents, polychlorinated biphenyls and any other substances or materials as defined in, the subject of or which could give rise to liability or responsibility under any Environmental Law.

“Inventory” means all goods, merchandise, supplies and other personal property that is held for sale in the ordinary course of the business of the Business, or that constitutes supplies or materials that are or might be used or consumed in connection with the business of the Business, wherever located and/or in transit thereto, which Buyer determines are saleable, non-obsolete, non-damaged and non-spoiled. Such determination shall be in Buyer’s reasonable business discretion after discussion with Seller, as necessary.

“Legal Action” means any action, claim, proceeding, arbitration, suit, investigation or regulatory inquiry (whether civil, criminal, administrative or judicial), or any appeal therefrom (including any claim, audit, litigation, administrative proceeding or arbitration against any Person involving any matter related to employment including, but not limited to, claims of discrimination, claims of unpaid wages, claims of wrongful discharge, claims of unfair labor practices, workers’ compensation claims, and claims related to occupational safety and health law).

“Legal Requirement” means any federal, state, local, municipal, foreign, international, multinational or other constitution, law, ordinance, principle of common law, code, regulation, statute or treaty.

“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, disputed or undisputed, 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.

“Person” means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or a Government Entity.

“Release” means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, disposing or dumping of a Hazardous Material into the Environment (including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Materials) and any condition that results in the exposure of a Person to a Hazardous Material.

“Representatives” means, with respect to a particular Person, any director, officer,

manager, partner, member, stockholder, employee, agent, consultant, contractor, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

“Sale Motion” means, collectively, Seller’s motion(s), together with appropriate supporting papers and notices, for entry of the Sale Order, and the granting of related relief, by the Court. The Sale Motion shall be in a form reasonably satisfactory to Buyer.

“Seller’s Knowledge” means the actual knowledge of Stephen L. Kunkel without investigation.

“Taxes” means all taxes, assessments, charges, duties, fees, levies or other governmental charges (including interest, penalties or additions associated therewith), including income, franchise, capital stock, real property, personal property, tangible, withholding, employment, payroll, social security, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added and all other taxes of any kind imposed by any Government Entity, whether disputed or not, and any charges, interest or penalties imposed or that may be imposed thereon by any Government Entity.

“Wastewater Permit” means Wastewater Treatment Pilot Project Permit issued on or about August 8, 2019, by the Metropolitan St. Louis Sewer District.

EXHIBIT C

Sales Procedures

The following sale procedures (the “**Sale Procedures**”) will be used for the sale and transfer of substantially all of the assets (the “**Acquired Assets**”) of Re-Poly, LLC, a Missouri limited liability company (“**Re-Poly**”), and Rhino Ventures, LLC, a Kentucky limited liability company (“**Rhino**” and, together with Re-Poly, the “**Re-Poly Entities**”) as set forth herein. Except as stated herein, the sale and transfer of assets of the Re-Poly Entities will be subject to the terms and conditions outlined in a definitive Asset Purchase Agreement (the “**Stalking Horse APA**”) between Stephen L. Kunkel, not individually, but solely in his capacity as the court-appointed receiver (“**Seller**”), and Evertrak Capital LLC, a Delaware limited liability company (“**Stalking Horse**”), or a separate asset purchase agreement between Seller and the successful bidder(s) at the Auction (as defined below) in the form of the Stalking Horse APA and containing substantially all of the terms contained in the Stalking Horse APA.

1. **Requirements for Participation in Auction; Qualified Bidders:**

- a. Only Qualified Bidders (as defined below) may participate at the Auction (as defined below).
- b. A “**Qualified Bidder**” is one who submits a “Qualified Bid” or a “Qualified Credit Bid.”
- c. A “**Qualified Credit Bid**” is a bid by CIBC Bank USA or its assignee (“**CIBC**”) or Closed Loop Fund, LP or its assignee (“**Closed Loop**”) that offers to purchase assets of the Re-Poly Entities that have been pledged as security relating to the indebtedness owed to CIBC or Closed Loop, respectively, in exchange for a credit of all or a portion of the indebtedness owed to CIBC or Closed Loop, respectively, by one or more of the Re-Poly Entities. CIBC or Closed Loop may bid solely on the collateral that secures the indebtedness owed to such secured creditor, and CIBC and Closed Loop may combine a Qualified Credit Bid with a Qualified Bid to the extent that either’s bid is for assets not pledged as security relating to the indebtedness owed to such secured creditor.
- d. A “**Qualified Bid**” is an offer to purchase all of the Acquired Assets (subject to Section 2(b) and Section 7 below) or an offer to purchase one or more Lots (as hereinafter defined). Qualified Bids must adhere to the requirements set forth below, with revision solely to account for the property offered to purchase, if less than all of the Acquired Assets; no offer may be a Qualified Bid unless it complies with all such requirements in full, with revision solely to account for the property offered to purchase, if less than all of the Acquired Assets:
 - i. **Deadline for Submitting Qualified Credit Bids and Qualified Bids:** An entity that wishes to submit a Qualified Credit Bid or a Qualified Bid must submit its bid so that it is actually received not later than 12:01 p.m. Central

time on November 5, 2020 (the “**Qualified Bid Deadline**”);

- ii. **Where to Submit Qualified Credit Bids and Qualified Bids:** Proposed Qualified Credit Bids and Qualified Bids must be submitted to the following parties via electronic mail and must include an electronic mail address at which the entity submitting the same may be contacted:

Stephen L. Kunkel, as court-appointed receiver
Email: skunkel@venturespring.com

with a copy (which shall not constitute submission of the bid) to:

Lathrop GPM LLP
Attn: Bryan Minier, Partner
E-mail: bryan.minier@lathropgpm.com

2. **Content of Qualified Credit Bids and Qualified Bids:** All Qualified Credit Bids and Qualified Bids:

- a. must be signed and in writing;
- b. may be for all of the Acquired Assets or one or more of the following lots (each, a “**Lot**” and, collectively, the “**Lots**”); provided, however, that if Seller accepts a Qualified Bidder’s bid to purchase one or more Lots (but less than all of the Acquired Assets), then the Stalking Horse shall have no obligation whatsoever to purchase the remaining Acquired Assets unless the Stalking Horse affirmatively elects in writing to purchase such remaining Acquired Assets:
 - i. Lot 1 shall be the Closed Loop Collateral (as defined in the Receiver Order);
 - ii. Lot 2 shall be the Lot 2 Real Property (as defined in the Receiver Order);
and
 - iii. Lot 3 shall be the Purchased Assets (as defined in the Stalking Horse APA), but excluding Lot 1 and Lot 2.
- c. must propose a purchase price for the Acquired Assets that provides for either (i) 100% cash, and/or (ii) a Qualified Credit Bid;
- d. if for all of the Acquired Assets, must be in a sum not less than \$5,400,000.00, plus the Assumed Liabilities (as defined in the Stalking Horse APA), if any;
- e. if for one or more Lots identified in Schedule III. B. of the Stalking Horse APA (and not for all of the Acquired Assets), must be in a sum not less than the applicable amount(s) identified in Schedule III.B of the Stalking Horse APA, plus the allocable portion of the Break-up Fee (which allocable portion shall be calculated based on Schedule III.B of the Stalking Horse APA);

- f. must include an executed asset purchase agreement, in the form of the Stalking Horse APA, containing substantially all of the terms and conditions contained in the Stalking Horse APA, with the exception of (i) the requirement of an increased purchase price, (ii) revisions to account for the property offered to purchase, if less than all of the Acquired Assets, and (iii) revisions to account for Qualified Credit Bids. A proposed Qualified Credit Bid or Qualified Bid must not include any provisions for a break-up fee, expense reimbursement, or similar payment (except for the Break-up Fee payable to the Stalking Horse). A proposed Qualified Credit Bid or Qualified Bid must also include a redlined or blacklined version of the Stalking Horse APA, showing all changes made to the Stalking Horse APA by the Qualified Bidder;
- g. must fully disclose the identity of each entity that will be bidding for the Acquired Assets or otherwise participating in connection with the proposed Qualified Credit Bid or Qualified Bid and the complete terms of any such participation, including as to any source of financing;
- h. must be irrevocable until the closing of a sale of the Acquired Assets or the one or more Lots;
- i. must state that the proposed Qualified Bidder agrees, if chosen as such, to (i) be the back-up bidder (the “**Back-Up Bidder**”) for the Acquired Assets or the one or more Lots for which it has bid (i.e., behind the Stalking Horse) and (ii) if the Stalking Horse does not acquire the Acquired Assets, to close on such back-up Qualified Credit Bid or Qualified Bid at the highest offer that the Back-Up Bidder made at the Auction within 20 days after the Stalking Horse APA is terminated (such date, the “**Back-Up Bidder Closing Date**”); provided, if the Back-Up Bidder fails to close on its back-up Qualified Credit Bid or Qualified Bid on or before the Back-Up Bidder Closing Date, then the Stalking Horse shall have a right of first refusal, exercisable on or before 30 days after the Back-Up Bidder Closing Date, to acquire the Acquired Assets on the same terms and conditions set forth in the Stalking Horse APA, with such closing to be on a date and at a time mutually agreed upon by the Stalking Horse and the Seller;
- j. must not be contingent upon any conditions other than those specified in the Stalking Horse APA, provided, however, that under no circumstances may the proposed Qualified Credit Bid or Qualified Bid contain any financing or due diligence contingencies;
- k. must (i) represent that the proposed Qualified Bidder is financially capable of consummating its proposed transaction, and (ii) include information sufficient to establish to the satisfaction of Seller that the proposed Qualified Bidder is capable of doing so, which information shall include detail regarding the source(s) of funds that will be used to consummate the transaction and may, in addition, include bank statements, current financial statements, or other proof of available liquid assets or available financing sufficient to consummate the transactions proposed in the

Qualified Credit Bid or Qualified Bid;

- l. must identify any executory contracts and/or unexpired leases of the Re-Poly Entities that the proposed Qualified Bidder wishes to have assigned to it;
 - m. must contain written evidence that the proposed Qualified Bidder has obtained all necessary corporate, limited liability company, or similar authority, including all internal consents and approvals, necessary for it to close and fund the proposed transaction;
 - n. must be accompanied by an all-cash deposit equal to 10% of the proposed purchase price in the Qualified Bid (provided that the Stalking Horse shall be exempt from this requirement, and either of CIBC or Closed Loop shall only be required to deposit 10% of the Qualified Bid portion of its bid, if any); and
 - o. must include an agreement to pay a break-up fee (the “**Break-up Fee**”) in the amount of \$100,000.00 if for all of the Acquired Assets or such portion of \$100,000.00 that is allocable to the portion of Acquired Assets purchased (which allocable portion shall be calculated based on Schedule III.B of the Stalking Horse APA), payable to the Stalking Horse in cash, if (i) the Stalking Horse has not previously defaulted under the terms of the Stalking Horse APA, and (ii) the proposed Qualified Bidder is determined to be a successful bidder at the Auction (the “**Successful Bidder**”). The Break-up Fee must be paid directly to the Stalking Horse by the Successful Bidder(s) within ten (10) days after the Auction. In the event of a Qualified Bid that competes with the Stalking Horse’s bid, the Stalking Horse may apply the amount of the Break-up Fee as a credit towards any additional cash bid(s) made by the Stalking Horse.
3. **Stalking Horse as Qualified Bidder.** The Stalking Horse is deemed to be a Qualified Bidder with respect to the bid represented by the final Stalking Horse APA. The Stalking Horse may, but is not required to, participate in the Auction.
4. **Designation of Qualified Credit Bids and Qualified Bids:**
 - a. On or before 4:00 CT on November 5, 2020, Seller shall designate those submitted bids, if any, that are Qualified Credit Bids or Qualified Bids; provided, however, that Seller may determine at the Auction that a previously Qualified Bidder has altered its Qualified Credit Bid or Qualified Bid in a way that causes it no longer to be a Qualified Credit Bid or Qualified Bid absent the provision of further assurances (e.g., due to an increase in the proposed purchase price that is not supported by the previously submitted proof of financial resources, additional closing conditions, etc.); provided, further that the Stalking Horse’s bid, if materially unchanged from the bid represented by the final Stalking Horse APA, shall not be subject to disqualification.
 - b. On or before 4:00 CT on November 5, 2020, Seller shall notify each entity that has

submitted a Qualified Credit Bid or Qualified Bid, by electronic mail only, that its bid has been designated as a Qualified Credit Bid or Qualified Bid.

- c. If no Qualified Credit Bid and no Qualified Bid (other than the Qualified Bid of the Stalking Horse) is received by the Qualified Bid Deadline, the Auction will not be held, and the Re-Poly Entities shall seek approval from the Circuit Court of the City of St. Louis (the “**Court**”) for the sale of the Acquired Assets to the Stalking Horse pursuant to the terms and conditions of the final Stalking Horse APA.

5. Auction:

- a. If two or more Qualified Credit Bids and/or Qualified Bids (including the Qualified Bid of the Stalking Horse) are received for all of the Acquired Assets, or one or more Lots, an auction (the “**Auction**”) will be conducted virtually, via instructions to be provided at a later date, at 10:00 a.m. Central time on November 6, 2020.
 - b. Attendance at the Auction shall be limited to Seller, Qualified Bidders (including the Stalking Horse), CIBC, Closed Loop, Ravinia Capital LLC, and their respective legal counsel and other representatives.
 - c. During the Auction, increases in the purchase prices set forth in the Qualified Credit Bids and Qualified Bids shall be in increments of no less than \$50,000.00.
 - d. Seller, in its sole discretion, may announce at the Auction additional rules for bidding and other procedures for conducting the Auction, so long as such rules and procedures do not directly conflict with the provisions of these Sale Procedures, the Stalking Horse APA, or any order of the Court entered in connection herewith.
- 6. Approval of the Sale:** Promptly after the conclusion of the Auction, the Seller shall seek the entry of an order from the Court approving the sale of the Acquired Assets, or Lot(s) thereof, to the successful bidder(s) at the Auction on such date as the Court may determine subject to the terms and conditions of the asset purchase agreement(s) between Seller and the successful bidder(s).
- 7. Discretion of Seller:** Seller may reject any bid, other than the bid of the Stalking Horse, that Seller deems inadequate or insufficient or that is not in compliance with these Sale Procedures. Further, Seller may extend or modify any of the deadlines set forth in these Sales Procedures in its sole discretion. Seller may accept a bid or bids for one or more Lots as Qualified Credit Bid(s) or Qualified Bid(s); provided, however, that if Seller accepts a Qualified Bidder’s bid to purchase one or more Lots (but less than all of the Acquired Assets), then the Stalking Horse shall have no obligation whatsoever to purchase the remaining Acquired Assets unless the Stalking Horse affirmatively elects in writing to purchase such remaining Acquired Assets.

EXHIBIT D

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “**Assignment Agreement**”) is entered into as of _____, 2020 (the “**Effective Date**”), by and between Stephen L. Kunkel, not individually, but solely in his capacity as the court-appointed receiver in that certain case captioned *CIBC Bank USA, formerly known as The PrivateBank and Trust Company, v. Re-Poly, LLC, et al.*, Case No. 2022-CC09342 (“**Seller**”), with respect to the assets of Re-Poly, LLC, a Missouri limited liability company (“**Re-Poly**”), and Rhino Ventures, LLC, a Kentucky limited liability company (“**Rhino**” and, together with Re-Poly, the “**Re-Poly Entities**”), and Evertrak Capital LLC, a Delaware limited liability company (“**Buyer**”), and is being executed and delivered in connection with the transactions contemplated by that certain Asset Purchase Agreement dated October 22, 2020, among Buyer and Seller (the “**Purchase Agreement**”).

RECITALS

- A. Pursuant to the terms of the Purchase Agreement, the parties have agreed, among other things, that Seller would assign, transfer, sell and convey to Buyer all of Seller’s right, title and interest in and to the Assumed Contracts.
- B. The parties desire to provide for the assignment of such right, title and interest in and to the Assumed Contracts in accordance with the applicable terms of the Purchase Agreement.
- C. All capitalized terms not otherwise defined in this Assignment Agreement shall have the meanings ascribed to them in the Purchase Agreement.

AGREEMENT

In consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

- 1. **Assignment and Delegation of Assumed Contracts.** Seller assigns, transfers and conveys to Buyer, its successors and assigns all of Seller’s right, title and interest in and to the Assumed Contracts. Seller also delegates to Buyer all Liabilities under the Assumed Contracts arising on or after the Effective Date.
- 2. **Acceptance and Assumption of Assumed Contracts.** Buyer accepts the assignment and delegation by Seller of the Assumed Contracts. Buyer assumes all Liabilities under the Assumed Contracts arising on or after the Effective Date, to the extent set forth in the Purchase Agreement.
- 3. **Limitation on the Assumed Liabilities.** Buyer is not assuming any Liabilities of Seller other than the Assumed Liabilities. Seller retains and is responsible for all Excluded Liabilities.

4. **Further Assurances.** Each of the parties agrees, upon the request of any other party, to take, or cause to be taken, such action, and to execute and deliver, or cause to be executed and delivered, such additional documents and instruments as may be reasonably necessary, proper or advisable to effect the provisions of this Assignment Agreement.
5. **Governing Law.** This Assignment Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Missouri without regard to principles of conflicts of law.
6. **Binding Effect.** This Assignment Agreement shall be binding upon, and shall inure to the benefit of Buyer and Seller, and their respective successors and assigns.
7. **No Amendment of Purchase Agreement.** This Assignment Agreement is intended only to document the assignment and assumption of Seller's rights, title and interest in, to and under the Assumed Contracts to Buyer, and the Purchase Agreement is the exclusive source of the agreement and understanding between Seller and Buyer. Nothing contained in this Assignment Agreement extends, amplifies or otherwise alters the representations, warranties, covenants and obligations contained in the Purchase Agreement.

The parties have executed this Assignment Agreement to be made effective as of the date first written above.

[REMAINDER OF THIS PAGE BLANK. SIGNATURE PAGE FOLLOWS.]

[SIGNATURE PAGE FOR ASSIGNMENT AND ASSUMPTION AGREEMENT]

The parties have executed this Assignment Agreement to be made effective as of the date first written above.

BUYER:

Evertrak Capital LLC
a Delaware limited liability company

By: Timothy R. Noonan
Its: Member

SELLER:

Stephen L. Kunkel, not individually,
but solely in his capacity as the court-
appointed receiver in that certain
case captioned *CIBC Bank USA, formerly
known as The PrivateBank and Trust
Company, v. Re-Poly, LLC, et al.*,
Case No. 2022-CC09342

EXHIBIT E

BILL OF SALE

This BILL OF SALE (“**Bill of Sale**”) is made and entered into as of _____, 2020, by and between Stephen L. Kunkel, not individually, but solely in his capacity as the court-appointed receiver in that certain case captioned *CIBC Bank USA, formerly known as The PrivateBank and Trust Company, v. Re-Poly, LLC, et al.*, Case No. 2022-CC09342 (“**Seller**”) Evertrak Capital LLC, a Delaware limited liability company (“**Buyer**”).

RECITALS

This Bill of Sale is made with reference to the following facts:

- A. Seller and Buyer entered into that certain Asset Purchase Agreement dated October 22, 2020 (the “**APA**”).
- B. Pursuant to the APA, Buyer has agreed to purchase all right, title and interest of the Seller in, to or under all of the “Purchased Assets”.
- C. Concurrently with this Bill of Sale, Seller is selling to Buyer, and Buyer is purchasing from Seller, the Real Property pursuant to Section II.A.2 of the APA.
- D. Pursuant to Section II.G.4 of the APA, Seller is required to issue this Bill of Sale to Buyer.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and in the APA, Seller and Buyer, intending to be legally bound, hereby agrees as follows:

TRANSFER

1. Capitalized Terms. Capitalized terms that are used in this Bill of Sale but not defined herein shall have the meanings assigned to such terms in the APA.
2. Sale of Purchased Assets. Seller hereby SELLS, TRANSFERS, CONVEYS ASSIGNS and DELIVERS to Buyer all of the right, title and interest of Seller in, to or under all of the Purchased Assets and Buyer accepts the Purchased Assets AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTIES OF WHATSOEVER NATURE, EXPRESS OR IMPLIED, IT BEING THE INTENTION OF SELLER AND BUYER EXPRESSLY TO NEGATE AND EXCLUDE ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WARRANTIES CREATED BY ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PURCHASED ASSETS CONVEYED HEREUNDER, OR BY ANY SAMPLE OR MODEL THEREOF, AND ALL OTHER WARRANTIES WHATSOEVER CONTAINED IN OR CREATED BY THE UNIFORM COMMERCIAL CODE.

2. Excluded Assets. Notwithstanding anything in this Bill of Sale to the contrary, this Bill of Sale expressly excludes, and shall not be deemed to assign, transfer, set over or delegate, Seller's interest in any and all Excluded Assets (as defined in the APA).

3. Miscellaneous.

(a) Successors and Assigns. This Bill of Sale shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(b) Terms of the Agreement. This Bill of Sale is executed and delivered pursuant to the APA and the Sale Order, and the terms of the APA and the Sale Order are incorporated herein by this reference. Nothing contained in this Bill of Sale shall be construed to limit, expand or terminate the representations, warranties, covenants and agreements set forth in the APA or the Sale Order and the Purchased Assets are conveyed free and clear of all liens, claims and encumbrances, except for the Assumed Liabilities.

(c) Intended Beneficiaries. Nothing expressed or implied in this Bill of Sale is intended to confer upon any Person, other than the parties hereto, or their respective successors or permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Bill of Sale.

(d) Governing Law. This Bill of Sale shall in all respects be governed by, and construed in accordance with, the laws of the State of Missouri, without giving effect to any principles of conflicts of law that would apply the laws of another jurisdiction. Seller and Buyer hereby submit to the exclusive jurisdiction of the Court for determination of any dispute arising between them. Each party hereby irrevocably agrees to waive trial by jury of any dispute arising pursuant to this Bill of Sale.

(e) Modifications. This Bill of Sale shall not be altered, amended, changed, waived, terminated or otherwise modified in any respect unless the same shall be in writing and signed by or on behalf of the party to be charged therewith.

(f) Severability. The invalidity of any one or more of the words, phrases, sentences, clauses or sections contained in this Bill of Sale in one jurisdiction shall not affect the enforceability of this Bill of Sale in any other jurisdiction or of the remaining portions of this Bill of Sale or any part thereof, all of which are inserted conditionally on their being valid in law, and, in the event that Bill of Sale shall be declared invalid in a jurisdiction, this Bill of Sale shall be construed in so far as the laws of that jurisdiction are concerned, as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, or section or sections had not been inserted and so as to effect as closely as possible the intent of the parties as contemplated in this Bill of Sale. If such invalidity is caused by length of time or size of area, or both, the otherwise invalid provision will be considered to be reduced to a period or area which would cure such invalidity.

(g) Conflict. In the event of any conflict or inconsistency between the terms of the APA and the terms of this Bill of Sale, the terms of the APA shall govern.

(h) Descriptive Headings. The headings used in this Bill of Sale are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Bill of Sale.

(i) Counterparts. This Bill of Sale may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any signature to this Bill of Sale produced via facsimile or electronic mail shall be deemed an original signature and be binding upon the parties hereto.

[Remainder of page intentionally left blank; Signature page follows]

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

BUYER:

Evertrak Capital LLC
a Delaware limited liability company

By: Timothy R. Noonan
Its: Member

SELLER:

Stephen L. Kunkel, not individually,
but solely in his capacity as the court-
appointed receiver in that certain
case captioned *CIBC Bank USA, formerly
known as The PrivateBank and Trust
Company, v. Re-Poly, LLC, et al.*,
Case No. 2022-CC09342

EXHIBIT F

RECEIVER'S DEED

THIS RECEIVER'S DEED is entered into as of the ____ day of _____, 2020 by and between the Stephen L. Kunkel, not individually, but solely in his capacity as the court-appointed receiver in that certain case captioned *CIBC Bank USA, formerly known as The PrivateBank and Trust Company, v. Re-Poly, LLC, et al.*, Case No. 2022-CC09342 (herein referred to as "Grantor") and Evertrak Capital LLC, a Delaware limited liability company (herein referred to as "Grantee").

WITNESSETH, that said Grantor for and in consideration of good and valuable consideration in hand paid by Grantee, the receipt of which is hereby acknowledged, does by these presents, GRANT, SELL and CONVEY to Grantee, and its successors and assigns, all of Grantor's right, title and interest in the property legally described as:

[LEGAL DESCRIPTION]

Together with all of Grantor's right, title and interest in any and all improvements and fixtures thereon and thereto and all the rights and appurtenances pertaining thereto, including but not limited to, any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way.

This Receiver's Deed is executed pursuant to that certain Asset Purchase Agreement between Grantor and Grantee dated as of October 22, 2020. The transfer of property effectuated by this Receiver's Deed is made WITHOUT COVENANT, REPRESENTATION OR WARRANTY of any kind or nature, express or implied, and any and all warranties that might arise by common law and any covenants or warranties created by statute, as the same may be hereafter amended or superseded, are excluded.

FURTHER, GRANTEE, BY ITS EXECUTION AND ACCEPTANCE OF DELIVERY OF THIS RECEIVER'S DEED, ACKNOWLEDGES AND AGREES THAT (i) GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE SUBJECT PROPERTY, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL, AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE SUBJECT PROPERTY, (C) THE SUITABILITY OF THE SUBJECT PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE SUBJECT PROPERTY OR ITS OPERATION WITH ANY LAW, RULES, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE OWNERSHIP, TITLE, POSSESSION, HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR

FITNESS FOR A PARTICULAR PURPOSE OF THE SUBJECT PROPERTY, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE SUBJECT PROPERTY, (G) THE MANNER, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE SUBJECT PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO, (H) THE EXISTENCE, QUALITY, NATURE, ADEQUACY, OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE SUBJECT PROPERTY, OR (I) ANY OTHER MATTER WITH RESPECT TO THE SUBJECT PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, THE DISPOSAL OR EXISTENCE, IN OR ON THE SUBJECT PROPERTY, OF ANY HAZARDOUS MATERIALS; (ii) GRANTEE HAS FULLY INSPECTED THE SUBJECT PROPERTY AND THAT THE CONVEYANCE AND DELIVERY HEREUNDER OF THE SUBJECT PROPERTY IS "AS IS" AND "WITH ALL FAULTS," AND GRANTOR HAS NO OBLIGATION TO ALTER, REPAIR, OR IMPROVE THE SUBJECT PROPERTY OR ANY PORTION THEREOF OR ANY IMPROVEMENTS THERETO; AND (iii) NO WARRANTY HAS ARISEN THROUGH TRADE, CUSTOM, OR COURSE OF DEALING WITH GRANTOR, AND ALL STATUTORY, COMMON LAW, AND CUSTOMARY COVENANTS AND WARRANTIES, IF ANY, OF WHATEVER KIND, CHARACTER, NATURE, PURPOSE, OR EFFECT, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, ARE HEREBY EXPRESSLY, UNCONDITIONALLY, AND IRREVOCABLY WAIVED, DISCLAIMED, AND EXCLUDED FROM THIS RECEIVER'S DEED, NOTWITHSTANDING ANY CUSTOM OR PRACTICE TO THE CONTRARY, OR ANY STATUTORY, COMMON LAW, DECISIONAL, HISTORICAL, OR CUSTOMARY MEANING, IMPLICATION, SIGNIFICANCE, EFFECT, OR USE OF CONTRARY IMPORT OF ANY WORD, TERM, PHRASE OR PROVISION HEREIN.

Further, by its execution and acceptance of deliver of this Receiver's Deed, Grantee or anyone claiming by, through, or under Grantee, hereby fully releases Grantor, its employees, officers, directors, representatives, and agents from any and all claims, costs, losses, liabilities, damages, expenses, demands, actions, or causes of action that it may now have or hereafter acquire, whether direct or indirect, known or unknown, suspected or unsuspected, liquidated or contingent, arising from or related to the subject property in any manner whatsoever. This covenant releasing Grantor shall be a covenant running with the subject property and shall be binding upon Grantee, its successors and assigns.

Grantee hereby assumes the payment of all ad valorem taxes, standby fees, and general and special assessments of whatever kind and character affecting the subject property which are due, or which may become due, for any tax year or assessment period prior or subsequent to the effective date of this Receiver's Deed, including, without limitation, taxes or assessments becoming due by reason of a change in usage or ownership, or both, of the subject property.

IN WITNESS WHEREOF, said Grantor has hereunto set its hand, the day and year first above written.

This Documents was Prepared By:

Bryan E. Minier
Lathrop GPM LLP
155 North Wacker Drive, Suite 3000
Chicago, IL 60606-1787

After Recording, Return To:

GRANTOR:

By _____

Stephen L. Kunkel, not individually, but solely in his capacity as the court-appointed receiver in that certain case captioned *CIBC Bank USA, formerly known as The PrivateBank and Trust Company, v. Re-Poly, LLC, et al.*, Case No. 2022-CC09342

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2012, before me the undersigned, a Notary Public in and for said County and State, personally appeared Stephen L. Kunkel, not individually, but solely in his capacity as the court-appointed receiver in that certain case captioned CIBC Bank USA, formerly known as The PrivateBank and Trust Company, v. Re-Poly, LLC, et al., Case No. 2022-CC09342.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year last above written.

Notary Public

My Commission Expires:

SCHEDULE II.A

Assumed Contracts

QRS Group/Evertrak Supplier Agreement

Leases to 1525 and 1565 South Vandeventer

Car seat recycling contract

Others to be determined

SCHEDULE III.B

Allocation of Purchase Price

Asset	Purchase Price
All Purchased Assets Other Than the Real Property	\$1,625,000.00
1525 S. Vandeventer Ave.	\$1,975,000.00
1565 S. Vandeventer Ave.	\$1,675,000.00

SCHEDULE III.E.6

Required Consents

None