

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

In re: §
§ Case No. 23-10164-smr
ASTRALABS, INC., §
§ Chapter 7
Debtor. §

TRUSTEE’S SECOND MOTION (I) FOR AUTHORITY TO SELL DESIGNATED SECURITIES AND WARRANTS, FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES; (II) FOR APPROVAL OF NOTICE, SALE, AND EXECUTORY CONTRACT PROCEDURES; AND (III) TO SET FINAL HEARING TO APPROVE SALE AND GOOD FAITH DESIGNATION TO PREVAILING PURCHASER(S)

Randolph N. Osherow, not individually but in his capacity as the duly appointed chapter 7 trustee (in such capacity, the “Trustee”), for and on behalf of ASTRALABS, Inc., d/b/a “Newchip” (the “Debtor”), under the above-captioned chapter 7 bankruptcy case (the “Bankruptcy Case”), hereby files this, his *Second Motion (I) for Authority to Sell Designated Securities and Warrants, Free and Clear of All Liens, Claims, and Encumbrances; (II) for Approval of Notice, Sale, and Executory Contract Procedures; and (III) to Set Final Hearing to Approve Sale and Good Faith Designation to Prevailing Purchaser(s)* (this “Motion”), and in support hereof respectfully shows the Court as follows:

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a) and 1334(b) and the standing Western District of Texas Order of Reference of Bankruptcy Cases and Proceedings. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and a matter that arises exclusively under the provisions of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (as amended, the “Bankruptcy Code”), and as to which the Court accordingly has the power consistent with the United States Constitution to enter a final order. The Trustee expressly

consents to such a final disposition by this Court. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The bases for the relief requested herein are sections 363 and 365 of the Bankruptcy Code, Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure, and Rules 6004 and 9014 of this Court's Local Rules of Bankruptcy Procedure.

II. BACKGROUND

3. On March 17, 2023 (the "Petition Date"), the Debtor commenced the Bankruptcy Case by filing a voluntary petition for relief under chapter 11, subchapter V, of the Bankruptcy Code, thereby creating the Debtor's estate (the "Estate").

4. On May 12, 2023 (the "Conversion Date"), the Court entered its *Order Converting Case to Chapter 7* [Docket No. 89], converting the Bankruptcy Case to chapter 7, discharging the subchapter V trustee, and appointing the Trustee as the interim trustee to oversee the administration, operation, and management of the Debtor's Estate and its business.

5. Upon his appointment to act as Trustee, the Trustee undertook efforts to identify and transition custody and control over the Estate's assets, interests, and affairs, including, but not limited to, analyzing the portfolio of warrant securities issued to the Debtor generally by former customers (collectively, the "Warrants"), which appear to comprise the Debtor's primary assets. Andrew Ryan—the Debtor's former sole director, majority principal, and chief executive officer—previously testified that the Warrants may be worth, in the aggregate, as much as \$489 million. *See Transcript of Hearing Held May 11, 2023* [Docket No. 111] at 42:3–23.

6. Although the forms of the Warrants evolved over time and therefore are not identical, the Warrants generally expire after certain periods (*e.g.*, twenty-four months after the

effective date), subject to certain provisions for periodic disclosure obligations and potential extension.

7. On September 6, 2023, the Court entered its Order [Docket No. 296] authorizing the Trustee to retain PEAK Technology Partners, LLC (the “Sale Agent”)—a licensed, technology-focused investment banker and securities broker specializing in sell-side transactions—to act as the Estate’s agent in connection with its marketing and sale of the Warrants.

8. On November 20, 2023, the Trustee filed an initial motion to sell a designated set of as many as one hundred fifty-eight (158) Warrants to one or more purchasers [Docket No. 351] (the “First Sale Motion”), including pursuant to express procedures specified therein and proposed to govern the requested sale process pursuant to sections 363 and 365 of the Bankruptcy Code (“First Sale Motion Procedures”).

9. As with the current Motion, the First Sale Motion and First Sale Motion Procedures contemplated a successive hearing process, including: (i) an initial hearing to consider the sale procedures proposed thereunder; (ii) subject to the Court’s entry of the proposed sale procedures, a potential hearing—following notice and an opportunity to assert any and all objections to the proposed sale, other than objections based on the (as yet unknown) identity of the proposed purchaser(s)—to consider any such objections; and (iii) a final sale hearing to consider approval of the sale to the ultimate proposed purchasers resolved through the sale procedures and any remaining, timely objections to the sale that are based on the identity of the proposed purchaser(s). *See also Certificate of Service (of Notice of Entry of Order (I) Authorizing Notice, Sale, and Executory Contract Procedures for Sale of Designated Securities Warrants, Free and Clear of All Liens, Claims, and Encumbrances; and (II) Scheduling Final Sale Hearing)* [Docket No. 360] (“Notice of First Sale Motion Procedures”).

10. On December 19, 2023, this Court entered its initial *Order* [Docket No. 359] (“First Sale Motion Procedures Order”) granting the First Sale Motion, approving the First Sale Motion Procedures and the Notice of First Sale Motion Procedures, and setting a final hearing on April 18, 2024, to consider final approval of the first sale to the ultimate purchaser(s) determined through the First Sale Motion Procedures.

11. As indicated above, the First Sale Motion Procedures Order, *inter alia*, also set the initial deadline to assert any and all objections to that sale, including objections to the assumption and/or assignment of Warrants as executory contracts (but not including objections based on the identity of the proposed purchaser(s)), for 5:00 p.m. (prevailing Central Time) on January 16, 2024.

12. Following the filing of a number of objections, on January 26, 2024, this Court held a hearing to consider same, and on February 1, 2024, entered its *Order Overruling Objections to Trustee’s Sale of Designated Securities Warrants, Free and Clear of All Liens, Claims, and Encumbrances* [Docket No. 382].

13. That Order also contemplated the proposed resolution of additional, potential disputes among the Trustee and Estate with certain Warrant issuers, and through the foregoing Order, corresponding proceedings, and the Trustee’s discourse with these issuers, the list of sale assets under the First Sale Motion was reduced to approximately one hundred thirty-four (134) Warrants. *See* Trustee’s Notice of Amended Sale Assets [Docket No. 378]; *see also* Trustee’s *Omnibus Motion for Authority to Enter Into and Perform Miscellaneous Compromises with Certain Warrant Issuers* [Docket No. 387].

14. The First Sale Motion remains pending.

15. In addition, in order to accommodate the First Sale Motion, the final hearing scheduled thereon, and the Trustee's efforts to sell the Estate's Warrants generally, this Court has entered successive Orders extending the deadline for the Trustee / Estate to seek to assume or reject executory contracts as provided in section 365 of the Bankruptcy Code (the "Assumption / Rejection Deadline"), without prejudice to additional requests, and with the current Assumption / Rejection Deadline being April 30, 2024. *See* Docket Nos. 172, 336, 365.

III. RELIEF REQUESTED

16. Now, by this Motion, the Trustee proposes to initiate a second sale procedure to govern the Trustee's proposed sale (the proposed "Sale") of approximately 1,320 Warrants as well as all of the Estate's equity interests comprised of 2,167,610 shares of Class A common stock in that certain company known as KingsCrowd LLC (collectively, the "Sale Assets"). Representative samples of two forms of Sale Asset Warrant are attached hereto as Exhibits "A-1" and "A-2" and incorporated herein by reference for all purposes.

17. The Trustee proposes to administer the proposed Sale pursuant to the proposed procedures for the Sale ("Sale Procedures")¹ that are attached to the Trustee's proposed Notice of Sale and Final Sale Hearing, which is attached hereto as Exhibit "B" and incorporated herein by reference for all purposes ("Sale Notice"). The Sale Asset Warrants and equity interests will be listed on Exhibit "1" attached to the Sale Procedures and incorporated herein by reference for all purposes.

¹ Capitalized terms used and not otherwise defined herein have the same definitions as are set forth in the Sale Procedures.

18. These Warrants included as Sale Assets have been identified by the Trustee as the remaining Warrants likely having the potential greatest net sale value to the Estate,² considering numerous factors, including but not limited to the potential remaining initial and/or extended term, the condition of the issuer, and form and substance.

19. In particular, each of the Sale Asset Warrants contains the following provision entitling the Debtor to receive certain periodic, financial disclosures by and for a Warrant issuer:

Information Rights. During the Warrant Period, the Member shall deliver to Holder (a) such information the Member furnishes to prospective investors in connection with any Qualified Financing during the Warrant Period, (b) within one hundred eighty (180) days after the end of each fiscal year of the Member, the annual (to the extent audited, if available) financial statements of the Member, (c) within forty-five (45) days after the end of each of the first three quarters of each fiscal year, the Member's quarterly, unaudited financial statements, as applicable, and (d) any such information relating to the financial condition, business or corporate affairs of the Member as Holder may from time to time reasonably request; however, the Member will not be obligated to provide information (i) that it deems in good faith to be a trade secret or similar confidential information or (ii) the disclosure of which would adversely affect the attorney-client privilege between the Member and its counsel.

See Exhibit A-1, § 2; Exhibit A-2, § 2.

20. The foregoing provision also generally provides for the “automatic extension of the Warrant Period to 10 years, commencing from the initial date of this Warrant,” in the event that the issuer breaches, or fails to comply with, the foregoing “Information Rights” provision and obligations. *Id.* The Trustee reserves all rights with respect to same.

21. The Sale Procedures contemplated and proposed herein generally and materially track the same structure and approach encompassed under the First Sale Motion, but—with the

² The Trustee reserves all rights to propose additional sales or other proposed dispositions of Estate assets for the benefit of the Estate's creditors.

benefit of having navigated and evaluated the First Sale Motion and procedures—the Trustee, in consultation with the Sale Agent, has refined his proposed approach as follows:

- a. The Trustee is not proposing to require a \$10,000 “gating deposit” for the qualification of bidders, but a proposed 10% earnest money deposit is still required in connection with any Qualified Bid. In consultation with the Sale Agent in the course of administering the First Sale Motion, the Sale Agent’s and Trustee’s assessment is that this prior, initial deposit requirement discourages bidding interest and is not needed to ensure bidders’ compliance with the Sale Procedures, given the requirement to provide a 10% earnest money deposit in connection with any Qualified Bid and other protections proposed under the Sale Procedures.
- b. The Sale Procedures incorporate preliminary authority for the Trustee to accept the sum of \$5,000 and agree to full mutual releases in exchange for any direct sale of a particular Sale Asset Warrant, solely to and with the issuer of said Warrant, solely in the Trustee’s sole discretion, and subject to this Court’s final approval (“Redemption Sale(s)”). Under this proposed procedural mechanism, and as further detailed below, the Trustee seeks this Court’s authority to then promptly remove the subject Warrant from the list of Sale Assets, provide contemporaneous notice of same in the data room maintained by the Trustee’s Sale Agent for Qualified Bidders, and to provide notice of all proposed Redemption Sales for final consideration and requested Court approval at and in connection with the Final Sale Hearing. Following the Trustee’s correspondence and conferring with numerous Warrant issuers in connection with the First Sale Motion Procedures and with the Sale Agent, the Trustee has formulated this additional proposed provision to maximize efficiency in the best interests of the Estate, while minimizing unnecessary burdens on the redeeming Warrant issuer(s) and their businesses. For the avoidance of doubt, nothing in this proposed provision, the Motion, or the Sale Procedures is intended to limit or adversely impact the Trustee’s discretion, authority, or potential authority to negotiate, consider, agree to, or propose for Court authorization any other potential transaction, sale, or settlement to or with any Warrant issuer, person, or entity, or the potential ability of a Warrant issuer to participate in the Sale as a potential bidder.
- c. The proposed Sale Notice includes a specific proposed notice to issuers of Sale Asset Warrants, at **Exhibit “2”** to the Sale Notice and incorporated herein by reference for all purposes, of the Trustee’s exercise of the Debtor’s foregoing “Information Rights” pursuant to section 2 of the Sale Asset Warrants, through the Sale Agent, and corresponding request for the following financial disclosures: (i) information the issuer has provided to prospective investors in connection with a potential capital raise over the preceding 12 calendar months; (ii) the issuer’s most recent annual audited

financial statements, if any; (iii) the issuer's most recent quarterly, unaudited financial statements; and (iv) any other "off-the-shelf" information that the issuer customarily provides, or would like to provide, to a potential investor. In connection with the First Sale Motion, the Trustee, through the Sale Agent, transmitted similar requests for such information to Warrant issuers implicated in that prior sale process, and now proposes, as a matter of efficiency, to merely place a single request for same applicable to all issuers of Sale Asset Warrants, for efficiency and the minimization of unnecessary expense.

22. The foregoing, modified provisions are further detailed in the proposed Sale Procedures and/or Sale Notice, as applicable.

A. Sale Procedures

23. Summary. By this Motion, the Trustee respectfully requests this Court's authority, following an initial hearing to consider the Sale Procedures proposed by this Motion (the "Initial Hearing"), to pursue and close the Sale of the Sale Assets pursuant to the Sale Procedures. The Trustee contemplates and proposes that these procedures will culminate in a final hearing (the "Final Sale Hearing") scheduled by this Court to consider entry of an order (the "Final Sale Order") authorizing the Trustee to close the Sale with one or more proposed purchasers (collectively, the "Purchaser"), designated as the Successful Bidder or Back Up Bidder (as such terms are defined herein) and determined through the Sale Procedures.

24. Final Sale Hearing. The Trustee requests that the Final Sale Hearing be set for a date at the Court's convenience **the week of August 26, 2024**. In consultation with the Sale Agent, the Trustee believes that such a schedule will provide an ample marketing period to maximize and ensure the fair market value for the Sale Assets. The Trustee and Sale Agent have already received multiple indications of interest to purchase Sale Assets.

25. Sale Free and Clear. The Sale is proposed to be free and clear of all liens, claims, and other encumbrances, with any such interests attached to the Sale Assets to transfer to the

proceeds of Sale in the same amount, validity, and priority and subject to the same Estate defenses, if any. To the best of the Trustee's current, actual knowledge, there are no liens or security interests asserted over any Sale Assets by any holders who have not consented to the Sale. *See, e.g.*, Debtor's Amended "Conversion" Schedules [Docket No. 318], Schedule D; Claim Register Nos. 164, 165.

26. The sole entity asserting any known encumbrance of the Sale Assets is the U.S. Small Business Administration ("SBA"), which asserts a claim in the amount of \$519,401.25 as of the Petition Date, plus a per diem of \$53.36 in continually accruing interest from and after the Petition Date through the date of payment of the SBA ("SBA Claim"), and secured by a perfected security interest in, without limitation, all of the Debtor's tangible and intangible personal property, instruments, notes, chattel paper, documents, accounts, and general intangibles. *See* Claims Register, Claim No. 228.

27. The SBA previously consented to the First Sale Motion, provided, however, that the Trustee either pays the SBA Claim at the closing of the Sale (as authorized by the Court), or, if not paid at the closing: (i) the SBA's liens and security interests securing the repayment of the SBA Claim shall automatically transfer to the proceeds of Sale received by the Trustee with the same validity, priority, and extent as existed against the Sale Assets prior to the entry of the Final Sale Order; (ii) the SBA Claim shall continue to accrue interest until paid; and (iii) the Trustee shall reserve and not expend Sale proceeds (if in excess of the SBA Claim, at least in an amount sufficient to pay in full the SBA Claim plus accrued interest), unless and until subsequently ordered otherwise by this Court upon prior notice to the SBA. *See also First Sale Motion Procedures Order*, ¶¶ E, Q, 5.

28. Based on the Trustee's current assessment, it does not appear that the First Sale Motion proceeds will be sufficient to pay the SBA Claim in full. Accordingly, as previously Ordered by this Court, any net proceeds therefrom will either be used to pay down the SBA Claim (as authorized by the Court) and/or be held by the Trustee, remain subject to the SBA's lien, and not expended except as authorized by the Court upon prior notice to the SBA.

29. Furthermore, because the SBA Claim currently is projected to remain (at least partially) outstanding following the complete administration of the First Sale Motion, the Trustee proposes the same, foregoing structure under this Motion to protect the SBA and administer the remainder of the SBA Claim (to the extent not paid in full through the proceeds of the First Sale Motion).

30. The Trustee has conferred with counsel for the SBA and, pursuant thereto, understands that the SBA consents to the Sale of the Sale Assets, subject to the foregoing terms, and with the SBA reserving all rights with respect to such Sale proceeds, to the extent the SBA Claim is not paid in full. The SBA's counsel, Mr. Steven Bass, Esq., has been served with a copy of this Motion.

31. Proposed Sale Schedule. The Sale Procedures encompass a proposed schedule—subject to the Court's authorization and availability for requisite hearings—that contemplates customary marketing, due diligence, and bidding for the Sale Assets (after resolving related cure obligations, if any), with the closing of the Sale to occur following final Court approval of the Sale, and which includes the following proposed, material Sale milestones and deadlines:³

³ All proposed times being prevailing Central time.

Initial Hearing (week of April 29, 2024)	by May 3, 2024
First Sale Objection Deadline (including cure objections)	(5:00 pm) May 31, 2024
First Sale Objection Hearing (week of June 17, 2024)	by June 21, 2024
Bid Deadline	(5:00 pm) August 2, 2024
Notice of Prevailing Bid	August 7, 2024
Final Sale Objection Deadline	(5:00 pm) August 16, 2024
Final Sale Hearing (week of August 26, 2024)	by August 30, 2024

32. Sale Procedures. In addition to the foregoing, the proposed Sale Procedures, which are set forth in and incorporated into the Trustee’s proposed Sale Notice, are as follows:

- a. Sale Assets. All of the Debtor’s and its bankruptcy Estate’s interests in and to those certain securities and Warrants listed on **Exhibit “1”** to the Sale Procedures and incorporated herein by reference for all purposes.
- b. Executory Contracts / Initial Sale Objections. To the extent that any of the Sale Assets constitute executory contracts for purposes of the Bankruptcy Code, the Trustee intends to assume same and assign them to the Purchaser, to the extent designated by the Purchaser, pursuant to 11 U.S.C. § 365. **Exhibit “1”** listing the Sale Assets comprises the list of executory contracts that may be assumed by the Estate and assigned to a Purchaser pursuant to the Sale. Any and all such Warrants listed as Sale Assets shall be available for potential assumption by the Estate and assignment to the Purchaser, at its election, unless the Court sustains an objection thereto, and subject to the payment of any and all required obligations to cure existing defaults. **There are no other executory contracts or unexpired leases potentially implicated by the Sale.**
 - i. **Exhibit “1”** to the Sale Procedures also lists any known cure amounts, if any, applicable to each such Warrant and will be served upon all non-debtor contract parties thereto promptly following the Court’s approval of the Sale Procedures. For the avoidance of doubt, the Trustee believes and asserts that there is no cure amount applicable to any Warrant. Any party objecting to the Sale or to the proposed assumption or assignment of a Sale Asset as an executory contract, including but not limited to objections based on a purported “right of first refusal” held by the issuer or right to the payment of any required cure amount—other than an objection based solely on the identity of the Purchaser (*i.e.*, the proposed assignee)—must file and serve upon the Trustee a written objection stating the bases for its objection(s) and any asserted cure amount **by no later than 5:00 p.m. (Central Time) on May 31, 2024** (the “First Sale Objection Deadline”).
 - ii. In the event such a timely objection is filed to the Sale or to the assumption and/or assignment of a Warrant as an executory contract—other than an objection based solely on the identity of the Purchaser (*i.e.*, the proposed assignee)—a hearing shall be held to consider and resolve such objection(s),

before the United States Bankruptcy Court, live and **in-person**⁴ before the Honorable Shad M. Robinson, United States Bankruptcy Judge, at the United States courthouse located at the **Homer J. Thornberry Federal Judicial Building, 903 San Jacinto Boulevard, Third Floor, Courtroom 1, Austin, Texas 78701, on June [17-21], 2024, at [##:## a.m. / p.m.] (Central Time)** (the “First Sale Objection Hearing”).

- iii. It shall be entirely the obligation of the Purchaser to pay or otherwise resolve any and all such cure amounts, solely to the extent allowed by the Bankruptcy Court, as a condition of receiving assignment of any such contracts, without any adverse impact on its obligations to close its Successful Bid or Back Up Bid (as such terms are defined herein), as the case may be, without any reduction of the purchase price or any contribution from the Trustee or Estate, and no matter how such requested assumption and assignment is resolved, whatsoever.
- iv. Rights of First Refusal. To the extent a Sale Asset incorporates a purported “right of first refusal” held by the issuer, such as but not limited to any asserted right to match and supersede any Successful Bid, Back Up Bid, or Sale to the Purchaser, no such rights of first refusal shall be exercisable or enforceable in connection with these Sale Procedures or the Sale; *provided, however,* that any assignment of any Warrant or Sale Asset by the Estate pursuant to the Sale shall expressly be *cum onere*, together with, and including, any and all related provisions, rights, and obligations, including any right of first refusal, but solely to the extent valid and enforceable under applicable law.
- c. Bid Deadline: 5:00 p.m. (Central Time), on August 2, 2024, except as may otherwise be agreed to by the Trustee, including through his Sale Agent, in the Trustee’s sole and exclusive discretion.
- d. Bidder Qualifications. By no later than the Bid Deadline, all interested bidders must qualify according to the Sale Procedures (“Qualified Bidders”), through and with the Sale Agent, and as determined by the Trustee, through his Sale Agent, in his sole discretion. In order to qualify as a Qualified Bidder, the putative bidder must, by no later than the Bid Deadline, provide to the Sale Agent an executed Non-Disclosure Agreement in the format attached to the Sale Procedures as **Exhibit “3”** and incorporated herein by reference for all purposes, as a condition of receiving due diligence access. After receiving and confirming the foregoing from a potential bidder, or upon written request, the Sale Agent will use its commercially reasonable efforts to promptly confirm to the bidder its status as a

⁴ Information on attending the hearing remotely by WebEx or telephone can be found on the Court’s website: <https://www.txwb.uscourts.gov/honorable-shad-m-robinson-us-bankruptcy-judge>.

Qualified Bidder or outstanding matters required to be completed or corrected in order for the bidder to qualify as a Qualified Bidder.

- e. Qualified Bids. Subject to the procedures set forth herein, Qualified Bidders may bid on all Sale Assets in the aggregate, any particular Warrant or shares individually, or any combination of Sale Assets. Qualified Bidders may make multiple, alternate Qualified Bids. To be a Qualified Bid, a bid must be in writing, delivered to the Sale Agent by no later than the Bid Deadline, and:
- i. be in the form of the Asset Purchase Agreement approved by the Bankruptcy Court and available upon request from the Sale Agent or Trustee's counsel ("APA"), a true and correct copy of which proposed form of APA is attached to the Sale Procedures as **Exhibit "4"** and incorporated herein by reference for all purposes, and include a redline showing all changes made to the form of APA under the bid;
 - ii. expressly identify the Sale Asset(s) that the Qualified Bidder seeks to purchase and have assigned to the Purchaser;
 - iii. be entirely irrevocable and unconditional with respect to financing or any other approval, authorization, or contingency, save for Bankruptcy Court authorization;
 - iv. include the Qualified Bidder's commitment and agreement, if approved as Successful Bidder or Back Up Bidder (as such terms are defined herein), to close its approved bid by no later than 5:00 p.m. (Central Time) on the first business date that is thirty (30) days following entry of the Final Sale Order;⁵
 - v. include an earnest money deposit ("Deposit") in an amount that is not less than 10% of the Qualified Bidder's aggregate bid amount; and
 - vi. provide to the Sale Agent satisfactory written information as may be reasonably requested by the Sale Agent, demonstrating the Qualified Bidder's financial capability to close the transaction proposed under its bid, which satisfactory evidence may be comprised of (a) recent sworn financial statements of the Qualified Bidder and/or its direct or indirect equity interest holder(s), (b) confirmation of available funds on deposit, or (c) such other evidence as may be reasonably satisfactory as determined by the Trustee, including through his Sale Agent, in the Trustee's sole discretion.
- f. Due Diligence; "as is / where is". Due to the particular circumstances of this Estate, the Sale shall be "as is / where is" with the Purchaser taking all Sale Assets subject

⁵ A true and correct copy of the proposed Final Sale Order is attached as **Exhibit "5"** to the Sale Procedures and incorporated herein by reference for all purposes.

to any and all existing defenses, faults, and defects, *other than* asserted cure amounts required under 11 U.S.C. § 365, and without: (1) any representation or warranty from the Trustee or Estate (which is, and shall be, expressly disclaimed by the Trustee and Estate in the APA) as to (A) the validity, effectiveness, or legal enforceability of any Sale Asset, (B) the remaining exercise period (if any) and/or exercise price under any Warrant, (C) the current or potential future value of any Sale Asset or of any underlying securities of the issuer of any Sale Asset, (D) the condition of any Sale Asset, or (E) the current or future potential financial condition and/or business prospects of any issuer of any Sale Asset; or (2) any right to redress or reduction whether on account of any exceptions or matters discovered in the course of due diligence or otherwise. The Trustee and Sale Agent shall reasonably cooperate in providing to Qualified Bidders available due diligence disclosures of information in the Trustee's and Estate's actual possession, including but not limited to data room access; *provided, however*, that the Trustee makes no assurance of the availability or accuracy of any particular due diligence disclosures nor shall any interested bidder shall be entitled to any such assurance.

In particular, as provided in the required form of APA: (1) the Purchaser will be required to make customary and standard securities laws representations and warranties, including without limitation that (A) it is a sophisticated and knowledgeable investor, (B) it is an "accredited investor" (as that term is defined in Regulation D promulgated by the Securities and Exchange Commission), (C) it is able to bear the economic risk of an investment in the Sale Assets being acquired by it, and (D) it is acquiring any Sale Asset (and any underlying securities) for its own account for investment and not with the view toward resale or redistribution; and (2) the Trustee is and shall be under no obligation to make disclosures regarding any Sale Asset(s) or any issuer(s) of same under applicable non-bankruptcy law, including, without limitation, under any applicable state and/or federal securities laws, but rather, each and every Qualified Bidder, and the Purchaser, is required to rely exclusively on its own consultants, advisors, counsel, employees, agents, principals, and/or information, studies, investigations, and/or inspections with respect to any Sale Asset, its condition, value, and potential.

- g. Redemption Sales. At any time following the Court's approval of the Sale Procedures, the Trustee may accept the sum of \$5,000 and agree to full mutual releases in exchange for a direct Redemption Sale of a particular Sale Asset Warrant, solely to and with the issuer of said Warrant, solely in the Trustee's sole discretion, and subject to final Bankruptcy Court approval. Upon agreeing to a Redemption Sale, the Trustee shall promptly update the list of Sale Assets that is in the data room maintained by the Trustee's Sale Agent for Qualified Bidders, and the Sale Agent shall provide notice thereof to all Qualified Bidders as of such time. The Trustee shall itemize and disclose all such Redemption Sales under the Notice of Sale Results, for final consideration and requested Court approval at and in connection with the Final Sale Hearing. For the avoidance of doubt, nothing in this provision, the Motion or the Sale Procedures is intended to limit or adversely impact the Trustee's discretion, authority or potential authority to negotiate,

consider, agree to, or seek Court approval for, any other potential transaction, sale, or settlement to or with any Warrant issuer, person, or entity, nor the potential ability of a Warrant issuer to participate in the Sale as a potential bidder.

- h. Determination of Highest and Best Qualified Bid(s). In consultation with the Sale Agent, the Trustee has determined in his reasonable business judgment that a public auction procedure is neither practicable nor likely to lead to the highest and best aggregate, net Sale results for the Estate. Accordingly, **no auction shall be conducted following the expiration of the Bid Deadline**. Rather, bidders are encouraged to submit their highest and best Qualified Bids as soon as reasonably possible, which will maximize the Sale Agent's opportunity to review and evaluate bids and inform Qualified Bidders of bid defects to the extent practicable and as provided above. Bidders should also submit their highest and best Qualified Bids as soon as reasonably possible in order to maximize the Sale Agent's opportunities to confer with the Qualified Bidder, in the Sale Agent's discretion, as to the Qualified Bidder's Qualified Bid and the Sale Agent's current prognosis as to the Qualified Bid's likelihood of being selected as, or as among, the highest and best Qualified Bid(s) received by the Estate. Notwithstanding the foregoing, the Trustee, including through his Sale Agent, makes no assurance or commitment that the Sale Agent will confer with or provide any particular information to a Qualified Bidder as to the Qualified Bid's likelihood of being selected as, or as among, the highest and best Qualified Bid(s) received by the Estate; *provided, however*, that the Trustee and Sale Agent shall not unduly discriminate against any particular bidder.

Following the Bid Deadline, the Trustee shall, in consultation with the Sale Agent and in the Trustee's sole discretion, determine: (i) the Qualified Bid or combination of Qualified Bids that constitutes the highest and best Qualified Bid(s) received (collectively, the "Successful Bid"); and (ii) the Qualified Bid or combination of Qualified Bids that constitutes the next highest and best Qualified Bid(s) received (collectively, the "Back Up Bid").

By no later than August 7, 2024, the Trustee shall notify the Qualified Bidder(s) who made the Successful Bid (collectively, the "Successful Bidder") as well as the Qualified Bidder(s) making the Back Up Bid (collectively, the "Back Up Bidder"), and file notice of same, including disclosure of all proposed Redemption Sales agreed by the Trustee (if any), for the Court's approval at the Final Sale Hearing ("Notice of Sale Results").

Any objection to the Sale or to the assignment of a Warrant based on the identity of the purchaser must be filed and served upon the Trustee **by no later than 5:00 p.m. (Central Time) on August 16, 2024**.

- i. Final Sale Hearing. A hearing to finally approve and authorize the Sale with the Successful Bidder and/or Back Up Bidder, as applicable, shall be held before the

United States Bankruptcy Court, live and **in-person**⁶ before the Honorable Shad M. Robinson, United States Bankruptcy Judge, at the United States courthouse located at the **Homer J. Thornberry Federal Judicial Building, 903 San Jacinto Boulevard, Third Floor, Courtroom 1, Austin, Texas 78701, on August [26–30], 2024, at [] a.m. / p.m.] (Central Time).**

- j. Closing. If any Successful Bidder does not close the Sale **by no later than 5:00 p.m. (Central Time) on the first business date that is thirty (30) days following entry of the Final Sale Order**, the Trustee shall retain such Successful Bidder's Deposit, entirely and as damages for the benefit of the Estate and for all purposes, and the Trustee may, in his sole discretion, notify the Back Up Bidder and proceed to close the Back Up Bid with the Back Up Bidder, as Purchaser.
- i. In such event, if any Back Up Bidder does not close the Sale **by no later than 5:00 p.m. (Central Time) on the first business date that is fifteen (15) days following the Trustee's notice to the Back Up Bidder**, the Trustee shall retain such Back Up Bidder's Deposit, entirely and as damages, for the benefit of the Estate and for all purposes.
- ii. In the event there are multiple Qualified Bidders / proposed Purchasers whose Qualified Bids have been aggregated or combined under, and as, the Successful Bid or the Back Up Bid, and fewer than all of the Qualified Bidders / proposed Purchasers under such Successful Bid or Back Up Bid, as applicable, fail to close the Sale as required under these Sale Procedures, the Trustee, in his sole discretion, may nevertheless determine to proceed with closing the Sale, or the remainder of the Sale, with the remaining, non-defaulting Successful Bidders or Back Up Bidder(s), in the Trustee's sole discretion.
- k. Application / Refund of Deposits. The Deposit amount applicable to a prevailing bid shall be credited towards the applicable purchase price obligations of the Successful Bidder (or Back Up Bidder, as applicable) at closing. The Deposit of each Qualified Bidder that is not selected as a Successful Bidder or Back Up Bidder shall be refunded by the Trustee within three (3) business days following the completion of the Final Sale Hearing; *provided, however*, that the Deposit of the Back Up Bidder shall be returned within three (3) business days following the closing of the Sale to the Successful Bidder. Notwithstanding the foregoing, in the event that any Successful Bidder or Back Up Bidder fails to timely close on its approved bid as required under the Sale Procedures, other than for a reason determined by the Court to be entirely beyond the bidder's control (each, a "Defaulting Purchaser"), then such Defaulting Purchaser's Deposit shall

⁶ Information on attending the hearing remotely by WebEx or telephone can be found on the Court's website: <https://www.txwb.uscourts.gov/honorable-shad-m-robinson-us-bankruptcy-judge>.

automatically be entirely forfeited and retained by the Trustee for the benefit of the Estate, as damages.

- i. In the event there are multiple Qualified Bidders / proposed Purchasers whose bids have been aggregated or combined under the Successful Bid or Back Up Bid, only the Defaulting Purchaser shall forfeit its (or their) Deposit(s).
- ii. Any Successful Bidder or Back Up Bidder who is not afforded the opportunity to close the Sale due to the default of another Defaulting Purchaser shall receive a refund of its Deposit where the Court determines that it was not a Defaulting Purchaser. In the event of a Defaulting Purchaser, any Deposit of a non-defaulting Successful Bidder and/or Back Up Bidder, as applicable, shall be refunded within three (3) business days of the earlier of: (i) the closing of the Sale, if agreed by the Trustee; and (ii) the Court's determination that the bidder was not a Defaulting Purchaser.

1. Modifications to the Sale Procedures. The Trustee reserves all rights to modify the Sale Procedures in his reasonable business judgment in any manner that will best promote the goals of the bidding process and maximize the net value of the Sale Assets, including but not limited to, imposing additional customary terms and conditions on the Sale of the Sale Assets, including, without limitation: (1) adjourning, amending, or extending these Sale Procedures and/or the Sale schedule, any deadline, setting, or time period set forth in these procedures, or by adjourning and continuing the Final Sale Hearing in open court without further notice; (2) reopening the Bid Deadline to consider additional bidding; and (3) terminating the Sale process and/or rejecting any or all bids.

33. Sale Notice / Sale Objections. Following the Initial Hearing and the Court's approval of the Sale Procedures, the Trustee proposes to file and serve upon all creditors, parties-in-interest, Sale Asset counterparties (issuers), the United States Trustee, and known interested bidders, his Sale Notice informing parties of the Sale Procedures, the Sale, and Final Sale Hearing in the form attached hereto, and/or as otherwise directed by the Court.

- a. As indicated above, following service of the Sale Notice, all parties-in-interest will have a reasonable opportunity to assert any and all objections to the Sale or to the assumption or assignment of a Warrant as an executory contract, including but not limited to objections based on a purported "right of first refusal" held by the issuer or right to the payment of any required cure amount—but not including objections that are not based solely on the identity of the Purchaser (as to which a later objection deadline is proposed)—by no later than the First Sale Objection Deadline.

The proposed Sale Procedures provide for any such objection(s) to be heard at the First Sale Objection Hearing so that the Estate, bidders, and interested parties may have clarity as to such matters substantially prior to the Bid Deadline.

- b. The Trustee further requests that, following the Trustee's filing of his notice of the Successful and Bid and Back Up Bid by August 7, 2024, as provided in the Sale Procedures, any objection to the Sale or to the assignment of a Sale Asset based on the identity of the purchaser must be filed and served upon the Trustee **by no later than 5:00 p.m. (Central Time) on August 16, 2024.**

34. The Trustee submits that the foregoing proposed notice and schedule are reasonably calculated to provide timely and adequate notice of the Sale Procedures, the Sale, the Cure Objection Deadline, the Sale Objection Deadline, the First Sale Objection Hearing, the Final Sale Hearing, and any and all other dates and deadlines incorporated in the Sale Procedures, and to provide relevant parties with all requisite opportunities to be heard with respect to same. The Trustee further submits that the proposed Sale Procedures are reasonable and customary under the particular circumstances, are intended in good faith to reasonably and appropriately maximize the value of the Sale Assets and the Estate's interests therein, are in the best interests of the Estate and its creditors and constituencies, and should be approved.

B. Applicable Law

- i. This Court should authorize the Sale of the Sale Assets pursuant to section 363(b)(1) of the Bankruptcy Code.

35. The sale of the assets of an estate other than in the ordinary course of business may be approved when: (a) there is a sound business reason for the sale; (b) accurate and reasonable notice is provided to interested parties; (c) the price is fair, reasonable, and adequate; and (d) the sale is made to the purchaser in good faith. *See, e.g., Gluckstadt Holdings, L.L.C. v. VCR I, L.L.C. (In re VCR I, L.L.C.)*, 922 F.3d 323, 326–27 (5th Cir. 2019) (citing *Cadle Co. v. Mims (In re Moore)*, 608 F.3d 253, 263 (5th Cir. 2010)); *In re Stroud Ford, Inc.*, 163 B.R. 730, 732 (Bankr. M.D. Pa. 1993).

36. The Trustee is entitled to use his business judgment in determining whether to sell assets outside of the ordinary course of business. *See Institutional Creditors of Cont'l Air Lines Inc. v. Cont'l Air Lines Inc. (In re Cont'l Air Lines Inc.)*, 780 F.2d 1223, 1226 (5th Cir. 1986); *In re JL Building, LLC*, 452 B.R. 854, 859 (Bankr. D. Utah 2011). Accordingly, the proposed Sale should be authorized pursuant to section 363 if a sound business purposes exists. *See ASARCO, Inc. v. Elliott Mgmt. (In re ASARCO, L.L.C.)*, 650 F.3d 593, 601 (5th Cir. 2011); *Stephens Indus. Inc. v. McClung*, 789 F.2d 386, 390 (6th Cir. 1986); *In re WBQ P'ship*, 189 B.R. 97, 102 (Bankr. E.D. Va. 1995).

37. The paramount goal in any proposed sale of property of the Estate is to maximize the proceeds received by the Estate. *See, e.g., In re Moore*, 608 F.3d at 263 (citing *Commodity Futures Trading Comm'n v. Weintraub*, 471 U.S. 343, 353 (1985)) (“A trustee has the duty to maximize the value of the estate.”); *Four B. Corp. v. Food Barn Stores, Inc.*, 107 F.3d 558, 564–65 (8th Cir. 1997) (citing *Metropolitan Airports Comm'n v. Northwest Airlines, Inc. (In re Midway Airlines, Inc.)*, 6 F.3d 492, 494 (7th Cir. 1993)) (noting that, in bankruptcy sales, “a primary objective of the Code [is] to enhance the value of the estate at hand”); *Off. Comm. of Subordinated Bondholders v. Integrated Res., Inc.*, 147 B.R. 650, 659 (S.D.N.Y. 1992) (quoting *In re Atlanta Packaging Prods., Inc.*, 99 B.R. 124, 131 (Bankr. N.D. Ga. 1988)) (“It is a well-established principle of bankruptcy law that the objective of bankruptcy sales and the Debtor’s duty with respect to such sales is to obtain the highest price or overall greatest benefit possible for the estate.”).

38. Here, the Bankruptcy Case has been converted. The Warrants must be sold as soon as possible if the Estate is to preserve what is currently anticipated to be substantial equity in the (continually expiring) Warrants. Conversely, if this Motion is not approved, then the risk to the

Estate of a total loss of its Warrants comprising the Sale Assets becomes exponentially greater due to the potential expiration of the Estate's Warrants.

39. Moreover, the customary Sale Procedures are designed to promote competition among good faith bidders and the applicable market and to maximize the value of the Sale Assets in the time available to the Estate. The Trustee's Sale Agent has already received inquiries of interest from what appear to be good faith, arm's-length potential buyers.

40. With respect to the proposed Redemption Sale(s) mechanism, as set forth above, the Trustee formulated this revised and supplemental mechanism following his assessments of the prior administration of the First Sale Motion. That administration included voluminous correspondence with many Warrant issuers who contacted the Trustee and requested the opportunity to participate in the Sale process but only for the limited purpose of redeeming or canceling the Estate's interests in the issuer's own Warrant. While the circumstances of each individual issuer are unique, these requesting issuers generally asserted, among other things, that: (i) the issuer remains a nascent company in the infant stages of its development; (ii) the issuer's Warrant has only nominal value due to the issuer's corresponding financial condition, and/or is essentially valueless to potential third-party investors due to the financial circumstances of the issuer and potential uncertainty as to whether the Warrant is expired, or has been extended; and/or (iii) the continued existence and uncertain term of the Warrant is prejudicial to the issuer's ability to raise capital or financing due to corresponding uncertainty over the issuer's stockholder ledger, stakeholders and controlling persons, and potential dilution.

41. As this Court is aware, these discussions have led to a few miscellaneous transactions that effectively provide for the cancellation or redemption of Warrants to or with the

issuer. *See Order Granting Trustee's Omnibus Motion for Authority to Enter Into and Perform Miscellaneous Compromises With Certain Warrant Issuers* [Docket No. 390].

42. Accordingly, for the sake of efficiency and as a matter of equity—to minimize any unnecessary impact and burden of the Debtor's Bankruptcy Case on its Warrant issuer counterparties—the Trustee has formulated and proposed the Redemption Sales mechanism under the Sales Procedures in order to provide the Trustee and appropriate Warrant issuers clarity on their ability to efficiently implement these proposed agreements as Sale components. At least at the proposed amount and the corresponding lowest economic tier contemplated, it would otherwise be extremely inefficient to attempt to individually negotiate the proposed consideration or to force issuers to participate in the Sale Procedures as bidders where an issuer has only relatively nominal resources and no desire to participate in bidding on other Sale Assets.

43. This proposed mechanism nevertheless requires both preliminary and final Court approval, the same as any other proposed Sale under the Motion, and so does not prejudice the interests of any party-in-interest. In consultation with the Sale Agent, the Trustee also does not believe that this mechanism will chill bidding interest because it is directed only to Warrants that are likely to have negligible value to a third party purchaser. Put another way, this mechanism does not obligate the Trustee to agree to any proposed Redemption sale if he determines that it is not in the best interests of the Estate. It does not diminish the Trustee's ability to explore, negotiate, or propose different consideration or any other potential use of the Estate's assets for Court approval, whether pursuant to, or extraneous to, the Motion.

44. The proposed Sale, including any proposed Redemption Sale, is within the Trustee's reasonable business judgment, and the Sale Procedures should be authorized.

ii. The Court should authorize the assumption and assignment of the Warrants.

45. The Trustee is also entitled to use his business judgment in determining whether to assume executory contracts. A trustee, “subject to the court’s approval, may assume or reject any executory contract . . . of the debtor.” 11 U.S.C. § 365(a). A trustee’s decision to assume an executory contract should be approved by the Court if that decision is supported by a sound business reason, with due deference to the trustee’s business judgment. *See Mission Prod. Holdings v. Tempnology, LLC*, 139 S. Ct. 1652, 1658 (2019) (citing *NLRB v. Bildisco*, 465 U.S. 513, 523 (1984)) (providing that the business judgment standard is traditionally applied by courts when deciding if a debtor-in-possession may assume or reject pursuant to section 365(a)); *In re Chesapeake Energy Corp.*, 622 B.R. 274, 280 (Bankr. S.D. Tex. 2020); *Orion Pictures Corp. v. Showtime Networks Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1099 (2d Cir. 1993). A trustee’s decision to assume should be accepted, “except upon a finding of bad faith or gross abuse of the trustee’s business discretion.” *In re TM Vill., Ltd.*, 598 B.R. 851, 859 (Bankr. N.D. Tex. 2019) (citing *Lubrizol Enters. Inc. v. Richmond Metal Finishers, Inc. (In re Richmond Metal Finishers, Inc.)*, 756 F.2d 1043, 1047 (4th Cir. 1985)).

46. The majority of courts, including in the Fifth Circuit, hold that option contracts, such as the Warrants, are executory contracts. *See, e.g., Matter of Jackson Brewing Co.*, 567 F.2d 618, 620 (5th Cir. 1978) (discussing and affirming bankruptcy court’s approval of rejection of option as burdensome executory contract); *Wootton v. Young Family Tr. (In re Dixon)*, 990 F.2d 626 (5th Cir. 1993) (citing *Jackson Brewing*, 567 F.2d 618) (observing that “an unexercised stock option is an ‘executory’ contract within the meaning of § 365(a)”). *See also In re Spoverlook, LLC*, 551 B.R. 481, 486 (Bankr. D.N.M. 2016) (citing 4 Collier on Bankruptcy, ¶ 507.06[5] (16th ed. 2010) (“Most courts have nevertheless construed the option as an executory obligation

for purposes of § 365.”); *In re RoomStore, Inc.*, 473 B.R. 107, 112–13 (Bankr. E.D. Va. 2012) (quoting *Lubrizol Enters.*, 756 F.2d at 1046) (“[A] contingent obligation, even though not yet triggered on a debtor’s petition date, is nevertheless executory until expiration of the contingency because ‘[u]ntil the time has expired during which an event triggering a contingent duty may occur, the contingent obligation represents a continuing duty to stand ready to perform if the contingency occurs.’”); *In re Elkowni*, 318 B.R. 605, 608 (Bankr. M.D. Fla. 2004); *In re Riodizio, Inc.*, 204 B.R. 417, 424 (Bankr. S.D.N.Y. 1997) (“Here, the Warrant is executory; each party must perform under the Warrant in order to obtain the benefits under the contingent bilateral contract of sale.”).⁷

47. Due to the specific nature and express terms of the Warrants comprising the Sale Assets, the Trustee does not anticipate the allowance of any cure amounts. The Sale Asset Warrants, as options held by the Debtor to purchase certain securities of the issuing companies according to specified pricing, give rise to no affirmative payment or maintenance obligations on the part of the Debtor unless and until exercised. The Sale Asset Warrants are expressly independent of, and expressly survive, any termination or voiding of the issuer’s customer or “member” agreement with the Debtor (unless terminated at the inception of the customer’s participation in the Debtor’s accelerator program).

48. Indeed, here, in connection with the First Sale Motion and addressing a form of Warrant that is materially identical to the Sale Asset Warrants, this Court has already overruled a

⁷ The minority of courts that have found otherwise rely primarily on a 1998 opinion from the Ninth Circuit, which held that contingent obligations at the time of filing did not satisfy the “Countryman” definition for executory contracts. *See In re Robert L. Helms Constr. & Dev. Co., Inc.*, 139 F.3d 702, 705 (9th Cir. 1998). More recently, however, even the Ninth Circuit has expressed a willingness to move away from the “Countryman” test to the more flexible approach adopted by other courts. *See, e.g., In re Eutsler*, 585 B.R. 231, 236 (B.A.P. 9th Cir. 2017) (citing Jay Lawrence Westbrook & Kelsi Stayart White, *The Demystification of Contracts in Bankruptcy*, 91 Am. Bankr. L.J. 481 (2017)) (observing that there is “powerful argument in favor of a ‘modern contract approach’ to executory contracts” because “the Countryman definition turns on factors that have little if anything to do with the underlying policies of bankruptcy law and produce anomalous results in some cases”).

prior objection to the assumption and assignment of a Warrant based on alleged breaches and defaults under a related customer agreement, holding that “The Warrant is severable from the related customer agreement and may be separately assumed and assigned by the Trustee.” *Order Overruling Objections to Trustee’s Sale of Designated Securities Warrants, Free and Clear of All Liens, Claims, and Encumbrances* [Docket No. 382], ¶ 4.

49. This express, formal ruling and Order constitutes law of the case that should be consistently applied and, therefore, cannot now be disputed without collaterally attacking the Court’s prior Order. *See Miller v. Meinhard-Com. Corp.*, 462 F.2d 358, 360 (5th Cir. 1972) (explaining that collateral attacks are broadly defined and that, “[e]ven though an action has an independent purpose and contemplates some other relief, it is a collateral attack if it must in some fashion overrule a previous judgment.”). *See also Musacchio v. United States*, 577 U.S. 237, 244–45 (2016) (quoting *Pepper v. United States*, 562 U.S. 476, 506 (2011)) (“The law-of-the-case doctrine generally provides that ‘when a court decides upon a rule of law, that decision should continue to govern the same issues in subsequent stages in the same case.’”); *United States v. Mendez*, 102 F.3d 126, 131 (5th Cir. 1996) (citations omitted) (“The doctrine of the law of the case ‘expresses the practice of courts generally to refuse to reopen what has been decided.’ The doctrine ‘posits that when a court decides upon a rule of law, that decision should continue to govern the same issues in subsequent stages of the same case.’”).

50. Accordingly, all of the Sale Asset Warrants listed under **Exhibit “1”** attached to the Sale Procedures are listed with “\$0.00” proposed cure amounts.

iii. The Trustee may assume and assign a Warrant, notwithstanding any purported rights of first refusal.

51. The Bankruptcy Code permits the Trustee to override any Warrant provisions that chill or discourage assignment. *See* 11 U.S.C. § 365(f). To the extent that any of the Warrants

listed as Sale Assets incorporates a purported right of first refusal potentially entitling the issuer to match any proposed Sale of the Warrant, such a right would absolutely operate as a restriction on the assignability of the contract by the Estate. The majority of courts agree that such purported rights of first refusal impose and constitute unenforceable restrictions on assignability of contracts under section 365(f) of the Bankruptcy Code. *See In re Off. Prods. of Am., Inc.*, 136 B.R. 992, 997 (Bankr. W.D. Tex. 1992) (citing *In re Mr. Grocer, Inc.*, 77 B.R. 349, 355 (Bankr. D.N.H. 1987)) (“Cases construing § 365(f) confirm that lease provisions designed to impede a tenant’s ability to assign an executory contract or unexpired lease by requiring consent or imposing economic impediments to assignment will not be given effect to bar or discourage assignment when the tenant is the trustee in bankruptcy.”); *see also Mr. Grocer*, 77 B.R. at 352 (“It is hard to imagine any restriction or condition upon assignment of a lease more clearly within the legislative language than a lease provision which not only directly refers to assignment of the lease, but also further provides that any assignment is conditioned upon the landlord first having a right of first refusal to take the leasehold interest away from the prospective assignee.”). In *In re Adelphia Communications Corporation*, the bankruptcy court stated:

Among the types of provisions that have been held to be unenforceable under section 365(f) are rights of first refusal, and for good reason. They always ‘restrict’ assignment—one of the three types of scenarios that result in invalidation under section 365(f). And in many (though not all) circumstances, rights of first refusal will do so in a fashion that materially impairs the estate’s ability to maximize value for its creditors when it markets its assets, which often consist of (partly or entirely) executory contracts.

359 B.R. 65, 86 (Bankr. S.D.N.Y. 2007) (citing *Mr. Grocer*, 77 B.R. at 355). Indeed, the Trustee has not managed to formulate any potential sale procedures that would permit the exercise of such purported rights in a practically feasible manner, and certainly not without unduly restricting and limiting the Estate’s ability to sell the assets.

52. First is the very real concern that bidding interest in any Warrant is likely to be chilled where bidders are faced with the reality that any prevailing bid may be matched and overridden by the issuer of the Warrant and would therefore be less inclined to expend and invest time and resources to conduct due diligence and otherwise explore the potential transaction.

53. Even leaving this issue aside, allowing multiple issuers of Warrants to exercise purported rights of first refusal would destroy the Estate's discretion and ability to maximize the Sale results by marketing the Sale Assets in flexible lots and to potentially aggregate multiple bids for different Sale Assets (*i.e.*, bids that are not exclusive of each other) into a single Successful Bid (or Back Up Bid). For example, if, following the Bid Deadline, the Trustee were to identify a Successful Bid that includes a proposal to acquire multiple Warrants, allowing the exercise of corresponding rights of first refusal would be practically impossible. If every, or even a single, underlying Warrant issuer is afforded the opportunity to match only the portion of the Successful Bid that is allocable to the issuer's specific Warrant, this creates the risk and likelihood that an aggregate, very beneficial Successful Bid would be defeated by only one Warrant issuer exercising a purported right of first refusal and agreeing to match only a portion of the bid that corresponds to its specific Warrant; and that is not even possible without allocating the Successful Bid among the individual Warrants to be purchased. Conversely, if rights of first refusal instead require or allow the issuer to match the aggregate structure of the Successful Bid to acquire multiple Warrants, the unanswerable question then becomes: which right of first refusal prevails? Put another way, where there are multiple holders asserting a right to match the Successful Bid permitting their exercise would simply produce multiple equivalent, "matching" bids that the Estate has no ability to distinguish. It would be impossible to distinguish the matching issuers without reopening competitive bidding, which would then place the Estate in a perpetual loop

(with each issuer asserting the right to match any offer accepted by the Trustee, and so on and so forth). It would also clearly chill bidding were bona fide bidders to know that they would be subjected to matching bids following the closing of bidding, such that their efforts could prove futile even if they are successfully designated the Successful Bidder or Back Up Bidder.

54. The only manner in which rights of first refusal can conceivably be practically administered under these circumstances is to preserve them for subsequent exercise, to the extent valid, which the proposed Sale Procedures already do, or to require the Estate to sell each Warrant individually and under a single lot. This latter approach, however, is plainly tantamount to a severe and impractical restriction on assignability of the Estate's assets, where the Estate would be forced, for no other reason, to incur the enormous and insurmountable delay and expense of conducting as many as thousands of individual sales of Warrants, and subject all potential bidders to the risk of preemptive matching, in order to liquidate its assets.

55. Under the First Sale Motion, this Court has already resolved this potential dispute in connection with the First Sale Motion when the Court denied an objection to the Sale of a Warrant based on an asserted right of first refusal, while expressly holding that any purchaser acquires its Sale Asset Warrants subject to "any provision providing for a 'right of first refusal' held by the issuer and any and all related rights and obligations, but solely to the extent valid and enforceable under applicable law." *Order Overruling Objections to Trustee's Sale of Designated Securities Warrants, Free and Clear of All Liens, Claims, and Encumbrances* [Docket No. 382], ¶ 2. Under the law of the case doctrine, this prior ruling should be consistently applied here as well. *See* ¶ 49, *supra*.

C. Information Rights

56. With respect to the Trustee’s proposed inclusion of a request for information under the Sale Notice pursuant to the Information Rights provisions in the Warrants, it is well established that on a post-petition basis, the Estate may exercise and enforce its rights under pre-petition executory contracts, notwithstanding that the automatic stay arising under section 362 of the Bankruptcy Code, unless permitted by Court order, stays the enforcement of pre-petition contracts against the Debtor or its Estate. *See, e.g., In re El Paso Refinery, L.P.*, 220 B.R. 37, 44 (Bankr. W.D. Tex. 1998) (“Whether the debtor performs or not, the non-debtor must perform until assumption or rejection.”) (citation and quotations omitted); *In re Mirant Corp.*, 303 B.R. 319, 328 (Bankr. N.D. Tex. 2003) (citation omitted) (“[T]here is overwhelming authority to the effect that other parties to a contract with the debtor must perform under a contract with the debtor prior to the debtor’s decision to assume or reject.”); *In re Lucre, Inc.*, 339 B.R. 648, 660 n.12 (Bankr. W.D. Mich. 2006) (“There is no question that a trustee or a debtor in possession may enforce an executory contract prior to assumption or rejection whereas the non-debtor party does not have the same right.”).

D. Good Faith Purchaser

57. The proposed Sale Procedures under this Motion are designed to ensure a fair, publicly available process for the Sale. Due to pre-existing expressions of interest indicating the potential for substantial market competition, there is no proposed stalking horse bidder. Accordingly, the Trustee will request at the Final Sale Hearing that the Successful / Back Up Bidder be afforded the protections under section 363(m) of the Bankruptcy Code as a good faith purchaser.

E. No Stay of Order

58. Due to the Estate's interests in liquidating its property as soon as reasonably possible, the Trustee further requests, pursuant to Rule 6004(h) of the Federal Rules of Bankruptcy Procedure, that this Court waive the fourteen (14) day automatic stay of any Order granting this Motion and approving the Sale Procedures as well as the requested Final Sale Order and provide that all relief granted therein be immediately available upon the entry of such orders.

IV. CONCLUSION

WHEREFORE, the Trustee respectfully requests this Court's entry of an order, substantially in the form attached hereto as **Exhibit "C"**: (i) granting this Motion; (ii) approving the Sale Procedures; and (iii) scheduling the Final Sale Hearing to consider entry of the Final Sale Order authorizing the Trustee to close the Sale with the Successful Bidder / Back Up Bidder in the form attached as **Exhibit "5"** to the Sale Procedures, and granting such other and further relief as the Court may deem just and proper.

Dated: April 3, 2024

Respectfully submitted,

By: /s/ Jay H. Ong
Jay H. Ong
Texas Bar No. 24028756
Beverly A. Bass
Texas Bar No. 24125116
MUNSCH HARDT KOPF & HARR, P.C.
1717 West 6th Street, Suite 250
Austin, Texas 78703
Telephone: (512) 391-6100
Facsimile: (512) 391-6149
Email: jong@munsch.com
bbass@munsch.com

**Counsel For Randolph N. Osherow,
Chapter 7 Trustee**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that, on the 3rd day of April 2024, she personally caused true and correct copies of the foregoing pleading, together with all exhibits thereto, to be served by electronically filing it with the Court using the Court's CM/ECF system, which sent notification to the parties listed on the attached matrix.

Additionally, the undersigned hereby certifies that, on April 3, 2024, she personally caused a true and correct copy of the foregoing pleading, together with all exhibits thereto, to be served via e-mail on the following party:

Steve Bass, Esq. on behalf of Secured Creditor U.S. Small Business Administration
Steven.Bass@usdoj.gov

By: /s/ Beverly A. Bass
Beverly A. Bass, Esq.

Category	Party	via CM/ECF
Debtor	ASTRALABS, Inc.	chip.lane@lanelaw.com
Chapter 7 Trustee	Randolph N. Osherow	rosherow@hotmail.com; jong@munsch.com; anguyen@munsch.com
U.S. Trustee	United States Trustee	shane.p.tobin@usdoj.gov
Notice of Appearance	3423 Holdings, LLC	lfancher@fritzbyrne.law
Notice of Appearance	AFCO Credit Corporation	dmondragon@reedsmith.com
Notice of Appearance	Andrew Ryan	rsatija@haywardfirm.com
Notice of Appearance	Apex Funding Source, LLC	skaminski@kaminskilawpllc.com
Notice of Appearance	Athletes to Athletes, Inc.	thelottfirm@gmail.com
Notice of Appearance	Capitol Vending and Coffee Company	cleveland.burke@hkklaw.com
Notice of Appearance	Casey Melcher	ssather@bn-lawyers.com; gsiemankowski@bn-lawyers.com
	Hasan Ugur Koyluoglu	
	Matthew Kelly	
	Thomas Dolezal	
Notice of Appearance	Chad Owen	gsiemankowski@bn-lawyers.com
	Chaisson-Browne LLC	
	Daniel Smith	
	David Fisher	
	Eric Lee	
	Glenn Hunter	
	J333 Ventures LLC	
	Jeremy Phillips	
	Marc Russell	
	Marco Frabotta	
	Nihar Patel	
Shaila Patel		
Notice of Appearance	Elizabeth Bradford	nathan@rosslawgroup.com
	Sara Wadud	
Notice of Appearance	TX Comptroller of Public Accounts	bk-jstern@oag.texas.gov
Notice of Appearance	CollectiveCrunch Oy	lrobin@reedsmith.com
Notice of Appearance	SNFood & Beverage LLC	ewest@gklaw.com; kboucher@gklaw.com

Exhibit "A-1"

Form of Sample Warrant

EXHIBIT A

ACCELERATOR WARRANT

THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS COVERING ANY SUCH TRANSACTION OR UNLESS THE CORPORATION SHALL HAVE RECEIVED AN OPINION OF ITS COUNSEL THAT REGISTRATION OF SUCH SECURITIES UNDER THE SECURITIES ACT AND UNDER THE PROVISIONS OF APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED.

This Warrant (the "**Warrant**"), dated as of [REDACTED] is by and between Newchip LLC, ("**Accelerator**" also referred to as "**Holder**"), and Member Company that has applied and is receiving Membership to a "Accelerator Program" per the terms of Accelerator Membership Agreement (the "**Membership Agreement**") and shall initially expire 24 months (the "**Warrant Period**") from the Effective Date of Membership Agreement. In consideration for admission into the Accelerator Program, the parties hereto agree as follows:

1. Investment Rights. Holder shall have the right to invest up to \$250,000 USD in aggregate warrants in the Company in exchange for securities of the Company pursuant to either:

Option 1. If the Company has an open Qualified Financing with Signature Commitments of AT LEAST 25% of the Maximum Offering Amount as of date of this Warrant, Holder may at its option invest in the current or any future Qualified Financings during the Warrant Period, at the same terms and rights (including any rights and privileges granted to the lead investor(s) in the form of a side letter agreement in connection with the open Qualified Financing, as applicable) offered under the Qualified Financing, open as of the date of this Warrant; or

Option 2. If the Company has an open Qualified Financing but DOES NOT have Signature Commitments of at least 25% of the Maximum Offering Amount as of the date of this Warrant, Holder may at its option invest in the open Qualified Financing under the same terms and rights (including any rights and privileges granted to the lead investor(s) in the form of a side letter agreement in connection with the open Qualified Financing, as applicable) offered in the latest Tier 2 Qualified Financing that has closed within 90 days prior to the date of this Warrant; however, if no such Tier 2 Qualified Financing occurred within the above timeframe, the investment rights revert back to those in Option 1 (i.e. if you recently closed a round of >\$499K USD or more within 90 days and have started a new round, we have the right to invest at the previous round terms until you have reached over 25% in commitments in the new round - for example if you only have closed a Friends and Family or Angel Round of <\$500K USD within 90 days prior, we would not receive those terms and Option 2 is not an option); additionally Option 2 is only applicable until you raise at least 25% in commitments, then Option 1 supersedes; or

Option 3. If the Member DOES NOT qualify for Option 1 or Option 2 as of the date of this Warrant, the valuation shall be determined by the next Qualified Financing subject to the following:

- (a) In the case of a priced equity Qualified Financing, the valuation shall be the greater of either (i) a ten percent (10%) Discount Price of the price per share or (ii) one and a ten hundredths times (1.10X) the highest discount offered to investors in respective Qualified Financing; or (b) in case of convertible security Qualified Financing at the greater of either (i)

a ten percent (10%) discount or (ii) one and ten hundredths (1.10X) the highest discount offered to investors in respective Qualified Financing.

2. Information Rights. During the Warrant Period, the Member shall deliver to Holder (a) such information the Member furnishes to prospective investors in connection with any Qualified Financing during the Warrant Period, (b) within one hundred eighty (180) days after the end of each fiscal year of the Member, the annual (to the extent audited, if available) financial statements of the Member, (c) within forty-five (45) days after the end of each of the first three quarters of each fiscal year, the Member's quarterly, unaudited financial statements, as applicable, and (d) any such information relating to the financial condition, business or corporate affairs of the Member as Holder may from time to time reasonably request; *however*, the Member will not be obligated to provide information (i) that it deems in good faith to be a trade secret or similar confidential information or (ii) the disclosure of which would adversely affect the attorney-client privilege between the Member and its counsel. Any breach, non-compliance or non-performance of this Section 2 by the Member, shall result in an automatic extension of the Warrant Period to 10 years, commencing from the initial date of this Warrant.

3. Follow-On Investment. Any time after Holder has made an (initial) investment in the Member in accordance with Section 1 herein, Holder shall have the right, during the Warrant Period, to make a follow-on investment in any subsequent Qualified Financing of the Member at the same terms and conditions offered in such Qualified Financing (a "**Follow-On Investment**"). The Follow-On Investment amount shall not exceed two (2) times the (initial) investment amount made under Section 1 herein. This Follow-On Investment right shall not negatively affect or diminish any other pro-rata (participation) rights granted to Holder under any other agreements.

4. Change of Control & Automatic Exercise. In the event of a Change of Control, Holder shall be deemed to have made an automatic net exercise investment, without remittance of payment, in the Member in accordance with Section 1 herein for the total remaining investment amount under this Warrant, immediately prior to the consummation of such Change of Control transaction, unless the automatic net exercise investment would result in an actual cost basis greater than the net proceeds that would be received by Holder. For the avoidance of any doubt, if the actual cost basis would exceed the net proceeds under such an automatic net exercise investment, Holder shall not be deemed to have made an automatic next exercise investment in the Member. To the extent exclusively stock is issued as a form of consideration in connection with a Change of Control transaction, Holder shall be deemed to have elected shares of common stock as a form of consideration in connection with the Change of Control transaction, to the extent possible. In case of an option to elect between cash and stock consideration in connection with a Change of Control transaction, Holder shall be deemed to have elected cash consideration, to the extent possible. If any automatic net exercise investment occurs pursuant to this Section 4, Member shall notify Holder as soon as reasonably practicable, but in any event immediately after the consummation of such Change of Control transaction. Additionally, Member will notify Holder of any and all proposed change of control events in relation to Holder's rights under Section 2.

5. Covenants of the Member.

a. Covenants as to Conversion of Member. If the Member is organized as a Limited Liability Company, or other entity other than a C Corporation, as of the date of this Warrant, the Member covenants and agrees to convert into a C corporation within the Warrant Period.**b. Covenants as to Notices.** The Member covenants and agrees to inform Holder regarding every Qualified Financing the Member conducts during the Warrant Period, but in any event immediately prior to the commencement of any such Qualified Financing.

c. Covenants as to Course Completion. The Member covenants and agrees to complete all

Graduation Requirements for the Accelerator as defined in the Membership Agreement.

d. Violation of Covenants. Any breach, non-compliance or non-performance of the covenants and agreements contained by the Member, shall result in an automatic extension of the Warrant to a total Warrant Period of 10 years, commencing from the initial date of this Warrant.

6. Representations and Warranties.

a. Representations by the Member. The Member represents and certifies that this Warrant has been duly authorized, is validly issued, and constitutes a valid and binding obligation of the Member.

b. Representations by Holder. Holder represents that it is acquiring the Warrant for its own account for investment purposes and not with the view to any immediate resale or distribution, that Holder will not offer, sell or otherwise dispose of the Warrant except under circumstances that will not result in a violation of applicable securities laws. Holder understands that the Warrant has not been registered under the Securities Act of 1933 (the "**Securities Act**") or any state securities law, by reason of their issuance in a transaction exempt from registration requirements of the Securities Act and such laws, that the Warrant must be held indefinitely unless it is subsequently registered under the Securities Act and such laws or a subsequent disposition thereof is exempt from registration, and that the Warrant and shall bear a legend to such effect.

7. Transfer. Subject to compliance with applicable federal and state securities laws and any other contractual restrictions between the Member and Holder contained in this Warrant, this Warrant and any securities issued upon (automatic) exercise of this Warrant are freely transferable in whole or in part by Holder to any person or entity, including, but not limited to affiliates. The Warrant Holder upon transfer of the Warrant shall deliver to the Member a duly executed Assignment Form in the form attached hereto as Exhibit B to Warrant, and upon surrender of this Warrant to the Member, the Member shall execute and deliver a new Warrant, which shall have all of the rights of the initial Holder hereunder, with appropriate changes to reflect such assignment, in the name or names of the assignee or assignees specified in the Assignment Form or other instrument of assignment and shall record the transfer on its books. Upon the Member's execution and delivery of such new Warrant, this Warrant shall promptly be canceled. Before any securities held by Holder may be sold or otherwise transferred (including by operation of law), the Holder must provide the Member with a right of first refusal to purchase the securities. If the Member elects not to purchase the securities back, then Holder shall be allowed to continue with the transfer transaction. All transactions in this Section 7 are subject to a Right of First Refusal by Member. The right of first refusal does not apply to a transfer by Holder to a wholly-owned subsidiary or other affiliated entity.

8. Successors and Assigns. The terms and provisions of this Warrant shall inure to the benefit of, and be binding upon, the Member and the Holders hereof and their respective successors and assigns.

9. Warrant Termination. Within the first six (6) months as of the date of this Warrant, the Member may terminate this Warrant by paying the full amount of 5x the Resource Fee. The Member, *however*, may not terminate this Warrant during a period in which the Member (i) solicits, initiates, or encourages the submission of any proposal or offer from any person relating to any transaction deemed a Change of Control or (ii) participates in any discussions or negotiations regarding, furnishes any information with respect to, assists or participates in, or facilitates in any other manner any effort or attempt by any person to effectuate a transaction being deemed a Change of Control. For clarity, the Member shall regain its right to terminate the Warrant, if the Member ceases any conduct as set forth in (i) and (ii) of the preceding sentence so long as the termination occurs within the first six (6) months as of the date of this Warrant.

10. No Fractional Shares. No fractional shares, in any form, shall be issued upon the exercise of this Warrant, and any calculation resulting in fractional shares shall be rounded down to the nearest whole number.

11. Governing Law. This Warrant shall be governed by and construed under the laws of the State of Delaware without regard to conflict of laws rules, and in regards to international law; the laws and regulations of the United States of America as applicable.

12. Titles and Subtitles. The titles and subtitles used in this Warrant are used for convenience only and are not to be considered in construing or interpreting this Warrant.

13. Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective parties at the following addresses (or at such other addresses as shall be specified by notice given in accordance with this Section 13):

If to the Member: [REDACTED]

If to Holder: Newchip Accelerator, 1401 Lavaca St. PMB 40433, Austin, TX 78701, E-mail: investing@newchip.com

14. Amendments and Waivers. This Warrant and any term hereof may be amended, changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such amendment, change, waiver, discharge or termination is sought.

15. Severability. If any term or provision of this Warrant is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Warrant or invalidate or render unenforceable such term or provision in any other jurisdiction.

16. Loss, Theft, Destruction or Mutilation of Warrant. Upon receipt of evidence reasonably satisfactory to the Member of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, delivery of an indemnity agreement reasonably satisfactory in form and substance to the Member or, in the case of mutilation, on surrender and cancellation of this Warrant, the Member shall execute and deliver, in lieu of this Warrant, a new Warrant executed in the same manner and with the same terms and conditions as this Warrant.

17. Definitions.

a. Change of Control' shall mean the occurrence of any of the following events: (i) the acquisition of the Member by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation or stock transfer, but excluding any such transaction effected primarily for the purpose of changing the domicile of the Member), unless the Member's stockholders of record immediately prior to such transaction or series of related transactions hold, immediately after such transaction or series of related transactions, at least fifty percent (50%) of the voting power of the surviving or acquiring entity (provided that the sale by the Member of its securities for the purposes of raising additional funds shall not constitute a Change of Control hereunder), and (ii) a sale, assignment, exclusive license, lease or other disposition or transfer of all or substantially all of the assets of the Member.

- b. "Discount Price"** shall mean the product of (i) the lowest price per share of capital stock sold in a Qualified Financing and (ii) 90% (a 10% discount).
- c. "Maximum Offering Amount"** shall mean the amount of funds equal to the maximum dollar amount that is initially set by the Member in a Qualified Financing.
- d. "Qualified Financing"** shall mean any round of equity financing (including any convertible debt, convertible preferred stock or other equity-linked derivative security financing) in a single or series of related transactions, from which the Company receives gross proceeds of at least \$100,000 USD cash or cash equivalent in the aggregate.
- e. "Signature Commitments"** shall mean the amount of committed investor dollars via executed securities/share purchase agreements relating to an offering of securities.
- f. Tier 2 Qualified Financing"** shall mean any round of equity financing (including any convertible debt, convertible preferred stock or other equity-linked derivative security financing) in a single or series of related transactions, from which the Member receives gross proceeds of at least \$500,000 USD cash or cash equivalent in the aggregate.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Warrant as of the date first written above.

MEMBER COMPANY [REDACTED]
 /s/ [REDACTED]
MEMBER REPRESENTATIVE [REDACTED]

ACKNOWLEDGED AND AGREED:

HOLDER

NEWCHIP ACCELERATOR

--

ANDREW RYAN



CHIEF EXECUTIVE OFFICER

EXHIBIT A TO WARRANT
WARRANT NOTICE OF EXERCISE
(FOR HOLDER USE)

Company Name:

Attention Representative:

The undersigned hereby elects to purchase, pursuant to the provisions of the Accelerator Warrant (the "**Warrant**"), as follows:

_____ shares, or other security, of the Member pursuant to the terms of the attached Warrant, and tenders herewith \$_____ USD payment in cash pursuant to Option ___ of Section 1 of the Warrant, together with all applicable transfer taxes, if any.

The undersigned hereby represents and warrants that the shares are being acquired for the account of the undersigned for investment and not with a view to, or for resale, in connection with the distribution thereof, and that the undersigned has no present intention of distributing or reselling such shares and all representations and warranties of the undersigned set forth in the Warrant are true and correct as of the date hereof.

		HOLDER: _____	
Date: _____		By: _____	

		Address: _____	

Name in which Shares should be registered: _____		
Name in which new Warrant for the unexercised portion of the Warrant should be registered, if applicable: _____		

EXHIBIT B TO WARRANT
WARRANT ASSIGNMENT FORM
(FOR HOLDER USE)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to:

Name:	_____
-------	-------

Address:	_____

Dated:

Holder's Signature:

Holder's Address:

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant.

EXHIBIT C TO WARRANT

**ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
(SEE SECTION (I) - PARAGRAPH (12) - CLAUSE (d) FOR INSTRUCTIONS)**

Pursuant to Section 141(f) of the Delaware General Corporation Law and the bylaws of _____, a Delaware corporation (the "**Company**"), the undersigned, constituting all the members of the board of directors of the Company (the "**Board**"), hereby adopt the following resolutions:

Issuance of Warrant

WHEREAS, the Board deems it to be in the best interests of the Company and its stockholders to issue to Newchip LLC, a warrant to purchase securities issued by the Company, in the form of Exhibit A attached to this Agreement.

NOW, THEREFORE, BE IT RESOLVED: That the form, terms and provisions of the Warrant are hereby approved, adopted and confirmed.

RESOLVED FURTHER: That the securities purchasable upon exercise of the Warrant (the "**Warrant Stock**") and any preferred or common stock issuable upon conversion thereof are hereby set aside and reserved for issuance.

RESOLVED FURTHER: That the Warrant Stock and any securities issuable upon conversion thereof shall be validly issued, fully paid and nonassessable when issued in accordance with the terms of the Warrant and the Company's Certificate of Incorporation, and the issuance of such securities is hereby approved.

RESOLVED FURTHER: That the valuation, valuation cap, and/or discount the Warrant Stock set forth is hereby approved and deemed to be fair and reasonable to the Company's stockholders.

RESOLVED FURTHER: That the appropriate officers of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to execute and deliver the Warrant to Newchip LLC or its assignees.

RESOLVED FURTHER: That the appropriate officers of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to execute and submit any and all documents to comply with all applicable state and federal securities laws in connection with the issuance of the securities contemplated hereby.

Omnibus Resolutions

RESOLVED: That the officers of the Company be, and each of them hereby is, authorized and empowered to take any and all such further action, to execute and deliver any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the Company or such officer, as any such officer may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents and certificates and the payment of such expenses by any such officer to be conclusive evidence of his or her authorization hereunder and the approval thereof.

RESOLVED FURTHER: That any and all actions taken by the officers of the Company to carry out the

purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed.

This action by unanimous written consent shall be effective as of the date the Company receives the unanimous consent of the Company’s directors, however, it acknowledges and effect and will be legally back-dated to the date of effective agreement of the original agreement if not attached originally at time of original membership agreement to Accelerator. This action by unanimous written consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile or other reliable reproduction of this action by written consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used. This action by unanimous written consent shall be filed with the minutes of the proceedings of the board of directors of the Company.

Signature:

Date:

Program	Qty	Sale price	Product price	Line total	Tax	Percentage tax	Total (inc. tax)
The Series A Accelerator™ - 24 weeks SKU: 8746-1	1	\$12,000.00	\$12,000.00	\$12,000.00	\$0.00	0%	\$12,000.00

Subtotal Discount inc.	\$12,000.00
Discount	- \$0.00
Total	\$12,000.00

Accelerator

Ryan Rafols



Customer Signature



Exhibit "A-2"

Form of Sample Warrant

EXHIBIT A

ACCELERATOR WARRANT

THIS WARRANT AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS WARRANT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE SECURITIES LAWS AND MAY NOT BE SOLD, TRANSFERRED OR OTHERWISE DISPOSED OF UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS COVERING ANY SUCH TRANSACTION OR UNLESS THE CORPORATION SHALL HAVE RECEIVED AN OPINION OF ITS COUNSEL THAT REGISTRATION OF SUCH SECURITIES UNDER THE SECURITIES ACT AND UNDER THE PROVISIONS OF APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED.

This Warrant (the "**Warrant**"), dated as of [REDACTED] is by and between Newchip LLC, ("**Accelerator**" also referred to as "**Holder**"), and Member Company that has applied and is receiving Membership to a "Accelerator Program" per the terms of Accelerator Membership Agreement (the "**Membership Agreement**") and shall initially expire 24 months (the "**Warrant Period**") from the Effective Date of Membership Agreement. In consideration for admission into the Accelerator Program, the parties hereto agree as follows:

1. Investment Rights. Holder shall have the right to invest up to \$250,000 USD in aggregate warrants in the Company in exchange for securities of the Company pursuant to either:

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Option 2. If the Company has an open Qualified Financing but DOES NOT have Signature Commitments of at least 25% of the Maximum Offering Amount as of the date of this Warrant, Holder may at its option invest in the open Qualified Financing under the same terms and rights (including any rights and privileges granted to the lead investor(s) in the form of a side letter agreement in connection with the open Qualified Financing, as applicable) offered in the latest Tier 2 Qualified Financing that has closed within 90 days prior to the date of this Warrant; however, if no such Tier 2 Qualified Financing occurred within the above timeframe, the investment rights revert back to those in Option 1 (i.e. if you recently closed a round of >\$499K USD or more within 90 days and have started a new round, we have the right to invest at the previous round terms until you have reached over 25% in commitments in the new round – for example if you only have closed a Friends and Family or Angel Round of <\$500K USD within 90 days prior, we would not receive those terms and Option 2 is not an option); additionally Option 2 is only applicable until you raise at least 25% in commitments, then Option 1 supersedes; or

Option 3. If the Member DOES NOT qualify for Option 1 or Option 2 as of the date of this Warrant, the valuation shall be determined by the next Qualified Financing subject to the following:

(a) In the case of a priced equity Qualified Financing, the valuation shall be the greater of either (i) a twenty percent (20%) Discount Price of the price per share or (ii) one and a twenty-five hundredths times (1.25X) the highest discount offered to investors in respective Qualified Financing; or (b) in

case of convertible security Qualified Financing at the greater of either (i) a twenty percent (20%) discount or (ii) one and twenty-five hundredths (1.25X) the highest discount offered to investors in respective Qualified Financing.

2. Information Rights. During the Warrant Period, the Member shall deliver to Holder (a) such information the Member furnishes to prospective investors in connection with any Qualified Financing during the Warrant Period, (b) within one hundred eighty (180) days after the end of each fiscal year of the Member, the annual (to the extent audited, if available) financial statements of the Member, (c) within forty-five (45) days after the end of each of the first three quarters of each fiscal year, the Member's quarterly, unaudited financial statements, as applicable, and (d) any such information relating to the financial condition, business or corporate affairs of the Member as Holder may from time to time reasonably request; *however*, the Member will not be obligated to provide information (i) that it deems in good faith to be a trade secret or similar confidential information or (ii) the disclosure of which would adversely affect the attorney-client privilege between the Member and its counsel. Any breach, non-compliance or non-performance of this Section 2 by the Member, shall result in an automatic extension of the Warrant Period to 10 years, commencing from the initial date of this Warrant.

3. Follow-On Investment. Any time after Holder has made an (initial) investment in the Member in accordance with Section 1 herein, Holder shall have the right, during the Warrant Period, to make a follow-on investment in any subsequent Qualified Financing of the Member at the same terms and conditions offered in such Qualified Financing (a "**Follow-On Investment**"). The Follow-On Investment amount shall not exceed two (2) times the (initial) investment amount made under Section 1 herein. This Follow-On Investment right shall not negatively affect or diminish any other pro-rata (participation) rights granted to Holder under any other agreements.

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conduct as set forth in (i) and (ii) of the preceding sentence so long as the termination occurs within the first six (6) months as of the date of this Warrant.

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11. Governing Law. This Warrant shall be governed by and construed under the laws of the State of Delaware without regard to conflict of laws rules, and in regards to international law; the laws and regulations of the United States of America as applicable.

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13. Notices. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail, and if not so confirmed, then on the next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective parties at the following addresses (or at such other addresses as shall be specified by notice given in accordance with this Section 13):

If to the Member: [REDACTED]

E-mail: [REDACTED]

If to Holder: Newchip Accelerator, 1401 Lavaca St. PMB 40433, Austin, TX 78701, E-mail: investing@newchip.com

14. Amendments and Waivers. This Warrant and any term hereof may be amended, changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such amendment, change, waiver, discharge or termination is sought.

15. Severability. If any term or provision of this Warrant is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Warrant or invalidate or render unenforceable such term or provision in any other jurisdiction.

16. Loss, Theft, Destruction or Mutilation of Warrant. Upon receipt of evidence reasonably satisfactory to the Member of the loss, theft, destruction or mutilation of this Warrant and, in the case of loss, theft or destruction, delivery of an indemnity agreement reasonably satisfactory in form and substance to the Member or, in the case of mutilation, on surrender and cancellation of this Warrant, the Member shall execute and deliver, in lieu of this Warrant, a new Warrant executed in the same manner and with the same terms and conditions as this Warrant.

17. Definitions.

a. Change of Control shall mean the occurrence of any of the following events: (i) the acquisition of the Member by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation or stock transfer, but excluding any such transaction effected primarily for the purpose of changing the domicile of the Member), unless the Member's stockholders of record immediately prior to such transaction or series of related transactions hold, immediately after such transaction or series of

related transactions, at least fifty percent (50%) of the voting power of the surviving or acquiring entity (provided that the sale by the Member of its securities for the purposes of raising additional funds shall not constitute a Change of Control hereunder), and (ii) a sale, assignment, exclusive license, lease or other disposition or transfer of all or substantially all of the assets of the Member.

b. “Discount Price” shall mean the product of (i) the lowest price per share of capital stock sold in a Qualified Financing and (ii) 80% (a 20% discount).

c. “Maximum Offering Amount” shall mean the amount of funds equal to the maximum dollar amount that is initially set by the Member in a Qualified Financing.

d. “Qualified Financing” shall mean any round of equity financing (including any convertible debt, convertible preferred stock or other equity-linked derivative security financing) in a single or series of related transactions, from which the Company receives gross proceeds of at least \$100,000 USD cash or cash equivalent in the aggregate.

e. “Signature Commitments” shall mean the amount of committed investor dollars via executed securities/share purchase agreements relating to an offering of securities.

f. Tier 2 Qualified Financing” shall mean any round of equity financing (including any convertible debt, convertible preferred stock or other equity-linked derivative security financing) in a single or series of related transactions, from which the Member receives gross proceeds of at least \$500,000 USD cash or cash equivalent in the aggregate.

[Signature page follows]

MEMBER COMPANY

[[REDACTED]]

MEMBER REPRESENTATIVE

[[REDACTED]]

/s/ [[REDACTED]]

[[REDACTED]]

ACKNOWLEDGED AND AGREED:

NEWCHIP ACCELERATOR

ANDREW RYAN



CHIEF EXECUTIVE OFFICER

EXHIBIT A TO WARRANT
WARRANT NOTICE OF EXERCISE
(FOR HOLDER USE)

Company Name:

Attention Representative:

The undersigned hereby elects to purchase, pursuant to the provisions of the Accelerator Warrant (the "**Warrant**"), as follows:

_____ shares, or other security, of the Member pursuant to the terms of the attached Warrant, and tenders herewith \$_____ USD payment in cash pursuant to Option ___ of Section 1 of the Warrant, together with all applicable transfer taxes, if any.

The undersigned hereby represents and warrants that the shares are being acquired for the account of the undersigned for investment and not with a view to, or for resale, in connection with the distribution thereof, and that the undersigned has no present intention of distributing or reselling such shares and all representations and warranties of the undersigned set forth in the Warrant are true and correct as of the date hereof.

HOLDER: _____

Date:

By: _____

Address: _____

Name in which Shares should be registered: _____

Name in which new Warrant for the unexercised portion of the Warrant should be registered, if applicable: _____

EXHIBIT B TO WARRANT

WARRANT ASSIGNMENT FORM

(FOR HOLDER USE)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to:

Name: _____

Address: _____

Dated:

Holder's Signature:

Holder's Address:

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant.

EXHIBIT C TO WARRANT

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS

(SEE SECTION (I) – PARAGRAPH (12) – CLAUSE (d) FOR INSTRUCTIONS)

Pursuant to Section 141(f) of the Delaware General Corporation Law and the bylaws of _____, a Delaware corporation (the “**Company**”), the undersigned, constituting all the members of the board of directors of the Company (the “**Board**”), hereby adopt the following resolutions:

Issuance of Warrant

WHEREAS, the Board deems it to be in the best interests of the Company and its stockholders to issue to Newchip LLC, a warrant to purchase securities issued by the Company, in the form of Exhibit A attached to this Agreement.

NOW, THEREFORE, BE IT RESOLVED: That the form, terms and provisions of the Warrant are hereby approved, adopted and confirmed.

RESOLVED FURTHER: That the securities purchasable upon exercise of the Warrant (the “**Warrant Stock**”) and any preferred or common stock issuable upon conversion thereof are hereby set aside and reserved for issuance.

RESOLVED FURTHER: That the Warrant Stock and any securities issuable upon conversion thereof shall be validly issued, fully paid and nonassessable when issued in accordance with the terms of the Warrant and the Company’s Certificate of Incorporation, and the issuance of such securities is hereby approved.

RESOLVED FURTHER: That the valuation, valuation cap, and/or discount the Warrant Stock set forth is hereby approved and deemed to be fair and reasonable to the Company’s stockholders.

RESOLVED FURTHER: That the appropriate officers of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to execute and deliver the Warrant to Newchip LLC or its assignees.

RESOLVED FURTHER: That the appropriate officers of the Company be, and each of them hereby is, authorized and directed, for and on behalf of the Company, to execute and submit any and all documents to comply with all applicable state and federal securities laws in connection with the issuance of the securities contemplated hereby.

Omnibus Resolutions

RESOLVED: That the officers of the Company be, and each of them hereby is, authorized and empowered to take any and all such further action, to execute and deliver any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the Company or such officer, as any such officer may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents and certificates and the payment of such expenses by any such officer to be conclusive evidence of his or her authorization hereunder and the approval thereof.

RESOLVED FURTHER: That any and all actions taken by the officers of the Company to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed.

This action by unanimous written consent shall be effective as of the date the Company receives the unanimous consent of the Company's directors, however, it acknowledges and effect and will be legally back-dated to the date of effective agreement of the original agreement if not attached originally at time of original membership agreement to Accelerator. This action by unanimous written consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action. Any copy, facsimile or other reliable reproduction of this action by written consent may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used. This action by unanimous written consent shall be filed with the minutes of the proceedings of the board of directors of the Company.

Signature:

Date:

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

In re:	§	
	§	Case No. 23-10164-smr
ASTRALABS, INC.,	§	
	§	Chapter 7
Debtor.	§	

**NOTICE OF ENTRY OF ORDER (I) APPROVING NOTICE, SALE,
AND EXECUTORY CONTRACT PROCEDURES FOR SECOND SALE OF
DESIGNATED SECURITIES AND WARRANTS, FREE AND CLEAR OF ALL LIENS,
CLAIMS, AND ENCUMBRANCES; AND (II) SCHEDULING FINAL SALE HEARING**

TO ALL PARTIES IN INTEREST, PLEASE TAKE NOTICE THAT:

Pursuant to a hearing held on April ●, 2024, the United States Bankruptcy Court for the Western District of Texas has entered in the above-captioned, chapter 7 bankruptcy case (“Bankruptcy Case”) an order [Docket No. ●] (the “Sale Procedures Order”) approving the *Second Motion (I) for Authority to Sell Designated Securities and Warrants, Free and Clear of All Liens, Claims, and Encumbrances; (II) for Approval of Notice, Sale, and Executory Contract Procedures; and (III) to Set Final Hearing to Approve Sale and Good Faith Designation to Prevailing Purchaser(s)* [Docket No. ●] (the “Sale Motion”), filed by Randolph N. Osherow, not individually but in his capacity as the duly appointed chapter 7 trustee (in such capacity, the “Trustee”), for and on behalf of ASTRALABS, Inc., d/b/a “Newchip” (the “Debtor”), and its bankruptcy estate (the “Estate”).

PLEASE TAKE FURTHER NOTICE THAT:

The Sale Procedures Order approves certain procedures (the “Sale Procedures”), attached hereto, pursuant to which the Trustee may sell (the “Sale”) all of the Debtor’s and Estate’s interests in those certain securities warrants, as well as all of the Estate’s equity interests comprised of 2,167,610 shares of Class A common stock in that certain company known as KingsCrowd LLC, which are collectively listed on Exhibit “1” to the Sale Procedures (the “Sale Assets Schedule”),

subject to the Bankruptcy Court’s final approval of the purchaser(s) and proposed Sale at the Final Sale Hearing.¹

PLEASE TAKE FURTHER NOTICE THAT:

All interested bidders should carefully read the Sale Motion, the Sale Procedures, and the Sale Procedures Order. If there are any inconsistencies between the Sale Procedures and the summary descriptions contained in this notice, the terms of the Sale Procedures shall control. Copies of the Sale Motion, Sale Procedures, and Sale Procedures Order are available upon written request made to the undersigned.

PLEASE TAKE FURTHER NOTICE THAT:

The contracts listed on the Sale Assets Schedule constitute the Trustee’s and Estate’s schedule of (putative) executory contracts that may be assumed by the Trustee and assigned to the purchaser(s) in connection with the Sale, together with the amount required to be paid, if any, to cure outstanding defaults under such contracts as a condition of assumption (each, a “Cure Amount”). Any objections to the Sale that are not based solely on the identity of the purchaser(s)/assignee(s), including but not limited to: (a) any proposed Cure Amount listed for any contracts in the Sale Assets Schedule, (b) the assumption or assignment of any contract by the Trustee on behalf of the Estate, or (c) any purported “right of first refusal” held by the issuer or counterparty, must (i) be in writing, (ii) state the bases for objection, including any required cure amount (if applicable), and (iii) be filed and served on the Trustee **by no later than 5:00 p.m. (Central Time) on May 31, 2024.**

PLEASE TAKE FURTHER NOTICE THAT:

In the event such a timely objection is filed, a hearing shall be held to consider and resolve such objection(s), live and **in person**² before the Honorable Shad M. Robinson, United States

¹ Capitalized terms used and not otherwise defined herein have those same meanings as set forth in the Sale Procedures Order, and if none, then as set forth in the Sale Motion.

² Information on attending the hearing remotely by WebEx or telephone can be found on the Court’s website: <https://www.txwb.uscourts.gov/honorable-shad-m-robinson-us-bankruptcy-judge>.

Bankruptcy Judge, at the United States courthouse located at the Homer J. Thornberry Federal Judicial Building, 903 San Jacinto Boulevard, Third Floor, Courtroom 1, Austin, Texas 78701, on **June 17-21, 2024, ### a.m./p.m. (Central Time)**.

PLEASE TAKE FURTHER NOTICE THAT:

Any person or entity that is interested in submitting a bid and becoming a Qualified Bidder should contact the Trustee's Sale agent and investment banker ("Sale Agent"), as follows:

Chad Harding
Managing Partner
PEAK Technology Partners, LLC
135 Main Street, Suite 1300
San Francisco, California 94105
E-mail: chad@peak-tech.com
Tel: (801) 835-9000

The deadline to submit a Bid under the Sale Procedures, is **5:00 p.m. (Central Time) on August 2, 2024.**

PLEASE TAKE FURTHER NOTICE THAT:

The Final Sale Hearing shall be conducted on **August 26-30, 2024, at ### a.m./p.m. (Central Time)**, live and **in-person** before the Honorable Shad M. Robinson, United States Bankruptcy Judge, at the United States courthouse located at the Homer J. Thornberry Federal Judicial Building, 903 San Jacinto Boulevard, Third Floor, Courtroom 1, Austin, Texas 78701.

Dated: April 1, 2024

Respectfully submitted,

By: /s/ Jay H. Ong

Jay H. Ong

Texas Bar No. 24028756

Beverly A. Bass

Texas Bar No. 24125116

MUNSCH HARDT KOPF & HARR, P.C.

1717 West 6th Street, Suite 250

Austin, Texas 78703

Telephone: (512) 391-6100

Facsimile: (512) 391-6149

Email: jong@munsch.com

bbass@munsch.com

**Counsel for Randolph N. Osherow,
Chapter 7 Trustee**

SALE PROCEDURES¹

1. Sale Assets. All of the Debtor's and its bankruptcy estate's ("Estate") interests in and to those certain securities warrants (each, a "Warrant"), as well as all of the Estate's equity interests comprised of 2,167,610 shares of Class A common stock in that certain company known as KingsCrowd LLC, listed on Exhibit "1" hereto and incorporated herein by reference for all purposes (collectively, the "Sale Assets").
2. Executory Contracts / Initial Sale Objections. To the extent that any of the Sale Assets constitute executory contracts for purposes of the Bankruptcy Code,² the Trustee intends to assume same and assign them to the buyer(s) of the Sale Assets (collectively, the "Purchaser"), to the extent designated by the Purchaser, pursuant to 11 U.S.C. § 365. The list of Sale Assets attached hereto comprises the list of executory contracts that may be assumed by the Estate and assigned to a Purchaser pursuant to the Sale. Any and all such Warrants listed as Sale Assets shall be available for potential assumption by the Estate and assignment to the Purchaser, at its election, unless the Court sustains an objection thereto, and subject to the payment of any and all required obligations to cure existing defaults. **There are no other executory contracts or unexpired leases potentially implicated by the Sale.**
 - a. **Exhibit "1"** hereto also lists any known cure amounts, if any, applicable to each such Sale Asset and has been served upon all non-debtor contract parties thereto. For the avoidance of doubt, the Trustee believes and asserts that there is no cure amount applicable to any Sale Asset. Any party objecting to the Sale or to the proposed assumption or assignment of a Sale Asset as an executory contract, including but not limited to objections based on a purported "right of first refusal" held by the issuer or right to the payment of any required cure amount—other than an objection based solely on the identity of the Purchaser (*i.e.*, the proposed assignee)—must file and serve upon the Trustee a written objection stating the bases for its objection(s) and any asserted cure amount **by no later than 5:00 p.m. (Central Time) on May 31, 2024** (the "First Sale Objection Deadline").
 - b. In the event such a timely objection is filed to the Sale or to the proposed assumption and/or assignment of a Sale Asset as an executory contract—other than an objection based solely on the identity of the Purchaser (*i.e.*, the proposed assignee)—a hearing shall be held to consider and resolve such objection(s), before the United States Bankruptcy Court, live and **in-person**³ before the Honorable Shad M. Robinson, United States Bankruptcy Judge, at the United States courthouse located at the **Homer J. Thornberry Federal Judicial Building, 903 San Jacinto Boulevard, Third Floor,**

¹ Capitalized terms used and not otherwise defined herein have those same meanings as set forth in the Sale Procedures Order, and if none, then as set forth in the Sale Motion.

² Title 11, United States Code, §§ 101 *et seq.*, (as amended, the "Bankruptcy Code").

³ Information on attending the hearing remotely by WebEx or telephone can be found on the Court's website: <https://www.txwb.uscourts.gov/honorable-shad-m-robinson-us-bankruptcy-judge>.

Courtroom 1, Austin, Texas 78701, on June 17-21, 2024, at ### a.m./p.m. (Central Time) (the “First Sale Objection Hearing”).

- c. It shall be entirely the obligation of the Purchaser to pay or otherwise resolve any and all such cure amounts, solely to the extent allowed by the Bankruptcy Court, as a condition of receiving assignment of any such contracts, without any adverse impact on its obligations to close its Successful Bid or Back Up Bid (as such terms are defined herein), as the case may be, without any reduction of the purchase price or any contribution from the Trustee or Estate, and no matter how such requested assumption and assignment is resolved, whatsoever.
 - d. Rights of First Refusal. To the extent a Sale Asset incorporates a purported “right of first refusal” held by the issuer, such as but not limited to any asserted right to match and supersede any Successful Bid, Back Up Bid, or Sale to the Purchaser, no such rights of first refusal shall be exercisable or enforceable in connection with these Sale Procedures or the Sale; *provided, however*, that any assignment of any Warrant or Sale Asset by the Estate pursuant to the Sale shall expressly be *cum onere*, together with, and including, any and all related provisions, rights, and obligations, including any right of first refusal, but solely to the extent valid and enforceable under applicable law.
3. Bid Deadline: 5:00 p.m. (Central Time), on August 2, 2024, except as may otherwise be agreed to by the Trustee, including through his Sale Agent, in the Trustee’s sole and exclusive discretion.
 4. Bidder Qualifications. By no later than the Bid Deadline, all interested bidders must qualify according to these Sale Procedures (“Qualified Bidders”), through and with the Sale Agent, and as determined by the Trustee, through his Sale Agent, in his sole discretion. In order to qualify as a Qualified Bidder, the putative bidder must, by no later than the Bid Deadline, provide to the Sale Agent an executed Non-Disclosure Agreement in the format attached hereto as Exhibit “3” and incorporated herein by reference for all purposes, as a condition of receiving due diligence access. After receiving and confirming the foregoing from a potential bidder, or upon written request, the Sale Agent will use its commercially reasonable efforts to promptly confirm to the bidder its status as a Qualified Bidder or outstanding matters required to be completed or corrected in order for the bidder to qualify as a Qualified Bidder.
 5. Qualified Bids. Subject to the procedures set forth herein, Qualified Bidders may bid on all Sale Assets in the aggregate, any particular Warrant or shares individually, or any combination of Sale Assets. Qualified Bidders may make multiple, alternate Qualified Bids. To be a Qualified Bid, a bid must be in writing, delivered to the Sale Agent by no later than the Bid Deadline, and:
 - (i) be in the form of the Asset Purchase Agreement approved by the Bankruptcy Court and available upon request from the Sale Agent or Trustee’s counsel (“APA”), a true and correct copy of which is attached hereto as Exhibit “4”, and include a redline showing all changes made to the form of APA under the bid;

- (ii) expressly identify the Sale Asset(s) that the Qualified Bidder seeks to purchase and have assigned to the Purchaser;
 - (iii) be entirely irrevocable and unconditional with respect to financing or any other approval, authorization, or contingency, save for Bankruptcy Court authorization;
 - (iv) include the Qualified Bidder's commitment and agreement, if approved as Successful Bidder or Back Up Bidder (as such terms are defined herein), to close its approved bid by no later than 5:00 p.m. (Central Time) on the first business date that is thirty (30) days following entry of the Final Sale Order;⁴
 - (v) include an earnest money deposit ("Deposit") in an amount that is not less than 10% of the Qualified Bidder's aggregate bid amount; and
 - (vi) provide to the Sale Agent satisfactory written information as may be reasonably requested by the Sale Agent demonstrating the Qualified Bidder's financial capability to close the transaction proposed under its bid, which satisfactory evidence may be comprised of (a) recent sworn financial statements of the Qualified Bidder and/or its direct or indirect equity interest holder(s), (b) confirmation of available funds on deposit, or (c) such other evidence as may be reasonably satisfactory as determined by the Trustee, including through his Sale Agent, in the Trustee's sole discretion.
6. Due Diligence; "as is / where is". Due to the particular circumstances of this Estate, the Sale shall be "as is / where is" with the Purchaser taking all Sale Assets subject to any and all existing defenses, faults, and defects, *other than* asserted cure amounts required under 11 U.S.C. § 365, and without: (i) any representation or warranty from the Trustee or Estate (which is, and shall be, expressly disclaimed by the Trustee and Estate in the APA) as to (A) the validity, effectiveness, or legal enforceability of any Sale Asset, (B) the remaining exercise period (if any) and/or exercise price under any Warrant, (C) the current or potential future value of any Sale Asset or of any underlying securities of the issuer of any Sale Asset, (D) the condition of any Sale Asset, or (E) the current or future potential financial condition and/or business prospects of any issuer of any Sale Asset; or (ii) any right to redress or reduction whether on account of any exceptions or matters discovered in the course of due diligence or otherwise. The Trustee and Sale Agent shall reasonably cooperate in providing to Qualified Bidders available due diligence disclosures of information in the Trustee's and Estate's actual possession, including but not limited to data room access; *provided, however*, that the Trustee makes no assurance of the availability or accuracy of any particular due diligence disclosures nor shall any interested bidder shall be entitled to any such assurance.

In particular, as provided in the required form of APA: (i) the Purchaser will be required to make customary and standard securities laws representations and warranties, including without limitation that (A) it is a sophisticated and knowledgeable investor, (B) it is an

⁴ A true and correct copy of the proposed Final Sale Order is attached hereto as Exhibit "5" and incorporated herein by reference for all purposes.

“accredited investor” (as that term is defined in Regulation D promulgated by the Securities and Exchange Commission), (C) it is able to bear the economic risk of an investment in the Sale Assets being acquired by it, and (D) it is acquiring any Sale Asset (and any underlying securities) for its own account for investment and not with the view toward resale or redistribution; and (ii) the Trustee is and shall be under no obligation to make disclosures regarding any Sale Asset(s) or any issuer(s) of same under applicable non-bankruptcy law, including, without limitation, under any applicable state and/or federal securities laws, but rather, each and every Qualified Bidder, and the Purchaser, is required to rely exclusively on its own consultants, advisors, counsel, employees, agents, principals, and/or information, studies, investigations, and/or inspections with respect to any Sale Asset, its condition, value, and potential.

7. Redemption Sales. At any time, the Trustee may accept the sum of \$5,000 and agree to full mutual releases in exchange for a direct Sale of a particular Sale Asset Warrant, solely to and with the issuer of said Warrant, solely in the Trustee’s sole discretion, and subject to final Bankruptcy Court approval (“Redemption Sale(s)”). Upon agreeing to a Redemption Sale, the Trustee shall promptly update the list of Sale Assets that is in the data room maintained by the Trustee’s Sale Agent for Qualified Bidders, and the Sale Agent shall provide notice thereof to all Qualified Bidders as of such time. The Trustee will itemize and disclose all such Redemption Sales under the Notice of Sale Results (defined below), for final consideration and requested Court approval at and in connection with the Final Sale Hearing. For the avoidance of doubt, nothing in this provision, nor the Sale Procedures is intended to limit or adversely impact the Trustee’s discretion, authority or potential authority to negotiate, consider, agree to, or seek Court approval for, any other potential transaction, sale, or settlement to or with any Warrant issuer, person, or entity, nor the potential ability of a Warrant issuer to participate in the Sale as a potential bidder.

8. Determination of Highest and Best Qualified Bid(s). In consultation with the Sale Agent, the Trustee has determined in his reasonable business judgment that a public auction procedure is neither practicable nor likely to lead to the highest and best aggregate, net Sale results for the Estate. Accordingly, **no auction shall be conducted following the expiration of the Bid Deadline.** Rather, bidders are encouraged to submit their highest and best Qualified Bids as soon as reasonably possible, which will maximize the Sale Agent’s opportunity to review and evaluate bids and inform Qualified Bidders of bid defects to the extent practicable and as provided above. Bidders should also submit their highest and best Qualified Bids as soon as reasonably possible in order to maximize the Sale Agent’s opportunities to confer with the Qualified Bidder, in the Sale Agent’s discretion, as to the Qualified Bidder’s Qualified Bid and the Sale Agent’s current prognosis as to the Qualified Bid’s likelihood of being selected as, or as among, the highest and best Qualified Bid(s) received by the Estate. Notwithstanding the foregoing, the Trustee, including through his Sale Agent, makes no assurance or commitment that the Sale Agent will confer with or provide any particular information to a Qualified Bidder as to the Qualified Bid’s likelihood of being selected as, or as among, the highest and best Qualified Bid(s) received by the Estate; *provided, however*, that the Trustee and Sale Agent shall not unduly discriminate against any particular bidder.

- a. Following the Bid Deadline, the Trustee shall, in consultation with the Sale Agent and in the Trustee's sole discretion, determine: (i) the Qualified Bid or combination of Qualified Bids that constitutes the highest and best Qualified Bid(s) received (collectively, the "Successful Bid"); and (ii) the Qualified Bid or combination of Qualified Bids that constitutes the next highest and best Qualified Bid(s) received (collectively, the "Back Up Bid").
 - b. By no later than August 7, 2024, the Trustee, shall notify the Qualified Bidder(s) who made the Successful Bid (collectively, the "Successful Bidder") as well as the Qualified Bidder(s) making the Back Up Bid (collectively, the "Back Up Bidder"), and file notice of same, including disclosure of all proposed Redemption Sales agreed by the Trustee (if any), for the Court's approval at the Final Sale Hearing ("Notice of Sale Results").
 - c. Any objection to the Sale or to the assignment of a Sale Asset based on the identity of the purchaser must be filed and served upon the Trustee **by no later than 5:00 p.m. (Central Time) on August 16, 2024.**
9. Final Sale Hearing. A hearing to finally approve and authorize the Sale with the Successful Bidder and/or Back Up Bidder, as applicable, shall be held before the United States Bankruptcy Court, live and in-person⁵ before the Honorable Shad M. Robinson, United States Bankruptcy Judge, at the United States courthouse located at the **Homer J. Thornberry Federal Judicial Building, 903 San Jacinto Boulevard, Third Floor, Courtroom 1, Austin, Texas 78701, on August [26–30], 2024, at [#:## a.m. / p.m.] (Central Time).**
10. Closing. If any Successful Bidder does not close the Sale **by no later than 5:00 p.m. (Central Time) on the first business date that is thirty (30) days following entry of the Final Sale Order**, the Trustee shall retain such Successful Bidder's Deposit, entirely and as damages for the benefit of the Estate and for all purposes, and the Trustee may, in his sole discretion, notify the Back Up Bidder and proceed to close the Back Up Bid with the Back Up Bidder, as Purchaser.
- a. In such event, if any Back Up Bidder does not close the Sale **by no later than 5:00 p.m. (Central Time) on the first business date that is fifteen (15) days following the Trustee's notice to the Back Up Bidder**, the Trustee shall retain such Back Up Bidder's Deposit, entirely and as damages, for the benefit of the Estate and for all purposes.
 - b. In the event there are multiple Qualified Bidders / proposed Purchasers whose Qualified Bids have been aggregated or combined under, and as, the Successful Bid or the Back Up Bid, and fewer than all of the Qualified Bidders / proposed Purchasers under such Successful Bid or Back Up Bid, as applicable, fail to close the Sale as required under these Sale Procedures, the Trustee, in his sole discretion, may nevertheless determine to proceed with closing the Sale, or the remainder of the Sale,

⁵ Information on attending the hearing remotely by WebEx or telephone can be found on the Court's website: <https://www.txwb.uscourts.gov/honorable-shad-m-robinson-us-bankruptcy-judge>.

with the remaining, non-defaulting Successful Bidders or Back Up Bidder(s), in the Trustee's sole discretion.

11. Application / Refund of Deposits. The Deposit amount applicable to a prevailing bid shall be credited towards the applicable purchase price obligations of the Successful Bidder (or Back Up Bidder, as applicable) at closing. The Deposit of each Qualified Bidder that is not selected as a Successful Bidder or Back Up Bidder shall be refunded by the Trustee within three (3) business days following the completion of the Final Sale Hearing; *provided, however*, that the Deposit of the Back Up Bidder shall be returned within three (3) business days following the closing of the Sale to the Successful Bidder. Notwithstanding the foregoing, in the event that any Successful Bidder or Back Up Bidder fails to timely close on its approved bid as required under these Sale Procedures, other than for a reason determined by the Court to be entirely beyond the bidder's control (each a "Defaulting Purchaser"), then such Defaulting Purchaser's Deposit shall automatically be entirely forfeited and retained by the Trustee for the benefit of the Estate, as damages.
 - a. In the event there are multiple Qualified Bidders / proposed Purchasers whose bids have been aggregated or combined under the Successful Bid or Back Up Bid, only the Defaulting Purchaser shall forfeit its (or their) Deposit(s).
 - b. Any Successful Bidder or Back Up Bidder who is not afforded the opportunity to close the Sale due to the default of another Defaulting Purchaser shall receive a refund of its Deposit where the Court determines that it was not a Defaulting Purchaser. In the event of a Defaulting Purchaser, any Deposit of a non-defaulting Successful Bidder and/or Back Up Bidder, as applicable, shall be refunded within three (3) business days of the earlier of: (i) the closing of the Sale, if agreed by the Trustee; and (ii) the Court's determination that the bidder was not a Defaulting Purchaser.
12. Modifications to the Sale Procedures. The Trustee reserves all rights to modify these procedures in his reasonable business judgment in any manner that will best promote the goals of the bidding process and maximize the net value of the Sale Assets, including but not limited to, imposing additional customary terms and conditions on the Sale of the Sale Assets, including, without limitation: (1) adjourning, amending, or extending these Sale Procedures and/or the Sale schedule, any deadline, setting, or time period set forth in these procedures, or by adjourning and continuing the Final Sale Hearing in open court without further notice; (2) reopening the Bid Deadline to consider additional bidding; and (3) terminating the Sale process and/or rejecting any or all bids.
13. Contacts.
 - a. Sale Agent. Chad Harding, PEAK Technology Partners, LLC, 135 Main Street, Suite 1300, San Francisco, California 94105, E-mail: chad@peak-tech.com; Telephone: (801) 835-9000.
 - b. Trustee's Counsel. Jay Ong, Munsch Hardt Kopf & Harr, P.C., 1717 West 6th Street, Suite 250, Austin, Texas 78703, E-mail: jong@munsch.com; Telephone: (512) 391-6100.

Exhibit "1"

Sale Assets / Executory Contract Schedule

Sale Assets / Executory Contract Schedule

Warrant #	Company Name	Warrant Date	Cure
1	5 October	August 21, 2022	\$0.00
2	102 Technologies Inc.	November 27, 2022	\$0.00
3	102 Technologies Inc.	December 10, 2022	\$0.00
4	1UP Metaverse	December 29, 2022	\$0.00
5	360X Music AG	April 6, 2023	\$0.00
6	3air	January 5, 2023	\$0.00
7	3Common Inc.	November 30, 2022	\$0.00
8	3D Click	November 2, 2022	\$0.00
9	3D LifePrints UK Ltd	January 12, 2023	\$0.00
10	3dHoudini	August 23, 2022	\$0.00
11	4DA, Inc.	August 24, 2022	\$0.00
12	4HF Biotec GmbH	January 30, 2023	\$0.00
13	4MATIV Technologies, Inc	January 3, 2023	\$0.00
14	51 To Carbon Zero	April 14, 2023	\$0.00
15	721Labs Technology Group Limited	February 15, 2023	\$0.00
16	9Fiber, Inc.	December 13, 2022	\$0.00
17	A B Life and Enterprise LLC	December 28, 2022	\$0.00
18	AAVAA, Inc	February 21, 2023	\$0.00
19	Abitü/FIEBRA Suplementos Mexicanos	December 30, 2022	\$0.00
20	Academia do Universitário	January 31, 2023	\$0.00
21	AcademX Inc.	January 11, 2023	\$0.00
22	Accelerate2Compliance	January 10, 2023	\$0.00
23	Activarmor	August 22, 2022	\$0.00
24	Adapta Consultoria e Serviço LTDA	January 6, 2023	\$0.00
25	Adiso ApS	January 31, 2023	\$0.00
26	Admetrics GmbH	December 30, 2022	\$0.00
27	ADOM, LLC	August 4, 2022	\$0.00
28	ADU Works	September 30, 2022	\$0.00
29	Advanced Medical Device Technologies Inc.	June 9, 2022	\$0.00
30	Advanced Rockets Corporation	February 10, 2023	\$0.00
31	Aerial Vantage, Inc.	September 13, 2022	\$0.00
32	Aeris Surgical Technologies	February 9, 2023	\$0.00
33	AeroDef Labs Pvt Ltd	December 21, 2022	\$0.00
34	AFYAREKOD	January 24, 2023	\$0.00
35	Agoraverse	November 30, 2022	\$0.00
36	Agribot AI Ltd	April 2, 2023	\$0.00
37	Agric Bioformatics	December 23, 2022	\$0.00
38	Agrifuture USA Ltd.	December 21, 2022	\$0.00
39	AI Dynamics	October 17, 2022	\$0.00
40	Aihcon Inc.	November 25, 2022	\$0.00
41	Aiphrodite	December 7, 2022	\$0.00
42	Airande Pty Limited	April 10, 2023	\$0.00
43	Airnguru S.A.	March 3, 2023	\$0.00
44	airt technologies ltd.	December 27, 2022	\$0.00
45	Aixscan, Inc.	August 30, 2022	\$0.00
46	Ajna Wellbeing	December 30, 2022	\$0.00
47	AKA Exchange	June 10, 2022	\$0.00
48	AKRU Inc.	July 28, 2022	\$0.00
49	ALAIQ Technologie GmbH	December 19, 2022	\$0.00
50	Alchemy Vision	August 4, 2022	\$0.00
51	Alertive	January 24, 2023	\$0.00
52	Alezan	March 9, 2023	\$0.00
53	Alfred	April 11, 2023	\$0.00

Warrant #	Company Name	Warrant Date	Cure
54	Alige Soluciones Agente de Seguros y Fianzas SA de CV	December 9, 2022	\$0.00
55	Alivia Insurance AB	June 13, 2022	\$0.00
56	Alivio Salud	November 21, 2022	\$0.00
57	All Win One E-Commerce Platform, Inc. (GARMNTT)	December 9, 2022	\$0.00
58	Allergy Butler	December 28, 2022	\$0.00
59	Allfive Inc.	July 30, 2022	\$0.00
60	Allumiqs Corporation	January 26, 2023	\$0.00
61	Alora Paints Pte Ltd	December 28, 2022	\$0.00
62	Alpha AI Technology Limited	November 4, 2022	\$0.00
63	Alpha Coach	December 29, 2022	\$0.00
64	ALS Pfleumer GmbH	November 30, 2022	\$0.00
65	Altelium Ltd	February 26, 2023	\$0.00
66	Altexpress E-fulfill	October 20, 2022	\$0.00
67	AltMed Data LLC	February 27, 2023	\$0.00
68	Altruize	December 28, 2022	\$0.00
69	Alyve Medical	August 1, 2022	\$0.00
70	AMAMBA	March 31, 2023	\$0.00
71	Amaz Project, Inc.	December 9, 2022	\$0.00
72	Anderby Brewing, LLC	October 24, 2022	\$0.00
73	Andora, Inc.	January 9, 2023	\$0.00
74	Annie's Ginger Elixir	March 16, 2023	\$0.00
75	Añuli Skin	June 30, 2022	\$0.00
76	ANYMOVE	March 17, 2024	\$0.00
77	Anyroutes	November 4, 2022	\$0.00
78	Apace	March 7, 2023	\$0.00
79	Apex MobileTech (UK) Limited	October 4, 2022	\$0.00
80	Apicale Cloud Private Limited	April 14, 2023	\$0.00
81	Apollo Bay SAS	January 9, 2023	\$0.00
82	APR Technologies AB	March 17, 2024	\$0.00
83	Aqualitas Technologies Ltd.	December 9, 2022	\$0.00
84	Aquila Parametric Smart Contracts Inc.	December 23, 2022	\$0.00
85	Archo Medical S/A	October 9, 2022	\$0.00
86	Arda International Corp.	December 30, 2022	\$0.00
87	Areezo Inc.	September 30, 2022	\$0.00
88	ARES Learning	August 4, 2022	\$0.00
89	Argos Education	September 8, 2022	\$0.00
90	Arlequin Finance	March 12, 2023	\$0.00
91	Arovia, Inc.	December 28, 2022	\$0.00
92	Arpas Snacks Corp	April 12, 2023	\$0.00
93	ARTH PADARTH FACTORS AND FINANCE PVT LTD	January 20, 2023	\$0.00
94	Artifact Platform Limited	November 1, 2022	\$0.00
95	Artifyc Inc. dba Artistree	October 14, 2022	\$0.00
96	Artrendex Inc	March 28, 2023	\$0.00
97	Artscapy	April 12, 2023	\$0.00
98	ARZombie	October 29, 2022	\$0.00
99	AS3A	July 30, 2022	\$0.00
100	AscensionQ	March 8, 2023	\$0.00
101	ASecureCloud	February 16, 2023	\$0.00
102	Aspricus Technologies Private Limited	February 28, 2023	\$0.00
103	Assemblism llc	September 27, 2022	\$0.00
104	Astute Giraffe Private Limited	February 16, 2023	\$0.00
105	Astute Imaging	March 13, 2023	\$0.00
106	ASX	December 6, 2022	\$0.00

Warrant #	Company Name	Warrant Date	Cure
107	ASYOAR AB	April 5, 2023	\$0.00
108	Athena AI	January 18, 2023	\$0.00
109	Athlerse	December 21, 2022	\$0.00
110	AthleticOutlook, Inc	December 28, 2022	\$0.00
111	Atmen Products, inc.	February 17, 2023	\$0.00
112	Atmosec	November 23, 2022	\$0.00
113	ATNA Industrial Solutions GmbH	June 30, 2022	\$0.00
114	ATO Platform	December 7, 2022	\$0.00
115	AtomBeam Technologies Inc.	August 23, 2022	\$0.00
116	Audacia Innovations	January 13, 2023	\$0.00
117	Augrade	October 13, 2022	\$0.00
118	Aureate Technologies, Inc.	February 10, 2023	\$0.00
119	AutoBizLine, Inc.	December 21, 2022	\$0.00
120	Automata ICO Limited	September 22, 2022	\$0.00
121	Avana Health Inc	March 31, 2023	\$0.00
122	Aventose Energy Private Limited	December 30, 2022	\$0.00
123	Away	December 9, 2022	\$0.00
124	Axend Finance	September 1, 2022	\$0.00
125	Azqira Holding Inc	December 21, 2022	\$0.00
126	B Generous	April 17, 2023	\$0.00
127	BAK MOTORS AG	March 24, 2023	\$0.00
128	Bandi App Ltd.	October 21, 2022	\$0.00
129	Banrion Capital Management	December 29, 2022	\$0.00
130	BaodupHQ	July 13, 2022	\$0.00
131	BeatConnect	November 4, 2022	\$0.00
132	Bebe Bitez	July 29, 2022	\$0.00
133	Bedrock Surgical, Inc.	September 29, 2022	\$0.00
134	BeeHive.com, LLC	November 28, 2022	\$0.00
135	Beeleads	March 31, 2023	\$0.00
136	Bee-Relevant	December 6, 2022	\$0.00
137	Beland	November 18, 2022	\$0.00
138	Belofte International Inc	February 8, 2023	\$0.00
139	Belyntic GmbH	June 17, 2022	\$0.00
140	Benny fka Rooted	September 2, 2022	\$0.00
141	Bettor Vision Inc.	July 27, 2022	\$0.00
142	Bevesa Brands, LLC	December 23, 2022	\$0.00
143	Beyond Creative Limited	December 22, 2022	\$0.00
144	Beyond Revenue, Inc.	April 5, 2023	\$0.00
145	Bezyl, Inc.	September 29, 2022	\$0.00
146	BH Global Inc, D/B/A/ Single Lady Estates	March 31, 2023	\$0.00
147	Bhout	July 22, 2022	\$0.00
148	Biked, Inc.	November 29, 2022	\$0.00
149	Bilic.io	November 29, 2022	\$0.00
150	Bindr.AI	August 5, 2022	\$0.00
151	Bindy Street Limited	August 25, 2022	\$0.00
152	Binj	November 15, 2022	\$0.00
153	Binkx	January 9, 2023	\$0.00
154	Bio Graphene Solutions	December 21, 2022	\$0.00
155	Biometric Signature ID	December 29, 2022	\$0.00
156	BioMimir Inc.	December 23, 2022	\$0.00
157	BioMimir Inc.	August 25, 2022	\$0.00
158	BITCADE Podcast App	March 24, 2023	\$0.00
159	Bizbud LLC	June 2, 2022	\$0.00

Warrant #	Company Name	Warrant Date	Cure
160	Black Girl Gamers Ltd	December 26, 2022	\$0.00
161	Blackbird Spirits LLC dba Dr. Stoner's Herb Infused Spirits	July 27, 2022	\$0.00
162	Blinkoo S.r.l.	October 25, 2022	\$0.00
163	Block Builder Labs	January 24, 2023	\$0.00
164	Blockchain Laboratories	December 19, 2022	\$0.00
165	Blockpass	December 21, 2022	\$0.00
166	BlockRisk	April 5, 2023	\$0.00
167	Blogsterapp ambassador SL	February 2, 2023	\$0.00
168	Blokument Inc.	September 30, 2022	\$0.00
169	Bloonics Holding BV	November 29, 2022	\$0.00
170	Bloqcube Inc.	November 1, 2022	\$0.00
171	BLUE LOCK AI SPA	March 10, 2023	\$0.00
172	Bluefin Food Inc.	September 16, 2022	\$0.00
173	BlueTanks	January 19, 2023	\$0.00
174	BoardiGo	October 31, 2022	\$0.00
175	bobbll	January 9, 2023	\$0.00
176	Bomb Money Inc.	January 10, 2023	\$0.00
177	Boozeo	June 3, 2022	\$0.00
178	Borderless Money	December 7, 2022	\$0.00
179	Bottless	December 16, 2022	\$0.00
180	Bowter	December 28, 2022	\$0.00
181	Brainhero GmbH	February 27, 2023	\$0.00
182	BrainScanology Inc.	July 6, 2022	\$0.00
183	Branddu	March 10, 2023	\$0.00
184	BrasUP	January 31, 2023	\$0.00
185	Bricks Inc.	November 30, 2022	\$0.00
186	BridgeUp Tech Private Limited	September 30, 2022	\$0.00
187	BrightPay Health Corp.	June 2, 2022	\$0.00
188	BrillDog	March 31, 2023	\$0.00
189	Brive	June 30, 2022	\$0.00
190	B-Science.Net LLC	June 9, 2022	\$0.00
191	BSD Education	November 3, 2022	\$0.00
192	Bud Love	February 28, 2023	\$0.00
193	Buddyboost	December 9, 2022	\$0.00
194	BugBox Ltd.	June 17, 2022	\$0.00
195	BuildingLens Inc.	December 13, 2022	\$0.00
196	Bull Prophet	October 6, 2022	\$0.00
197	Bundle	June 30, 2022	\$0.00
198	Burgers	November 17, 2022	\$0.00
199	Buxys Burgers	November 22, 2022	\$0.00
200	BuyProperly Limited	January 17, 2023	\$0.00
201	CaliWoods	March 29, 2023	\$0.00
202	Calyptus Ltd.	June 10, 2022	\$0.00
203	Campusknot inc.	January 29, 2023	\$0.00
204	Campy B.V.	October 31, 2022	\$0.00
205	Cannabiscuit Canada Holdings Ltd.	June 9, 2022	\$0.00
206	CannaHauler LLC	August 3, 2022	\$0.00
207	Capacity Technologies	July 22, 2022	\$0.00
208	Capital Pulse, Inc.	September 28, 2022	\$0.00
209	Captiva	December 18, 2022	\$0.00
210	CarbonClick	April 13, 2023	\$0.00
211	Cardiotrack	August 5, 2022	\$0.00
212	Care Expand	December 13, 2022	\$0.00

Warrant #	Company Name	Warrant Date	Cure
213	Caremiles	February 24, 2023	\$0.00
214	Carlito (Concierge Hotel GmbH)	January 8, 2023	\$0.00
215	Carom	June 30, 2022	\$0.00
216	Carry - Athlete Investing Inc.	May 31, 2022	\$0.00
217	CarTwin	October 25, 2022	\$0.00
218	Castor, Inc.	October 28, 2022	\$0.00
219	Cavendish Renewable Technology	November 9, 2022	\$0.00
220	Cellen H2 LLC	October 27, 2022	\$0.00
221	Cellulotech	March 9, 2023	\$0.00
222	Cerebro Sports, Inc.	December 31, 2022	\$0.00
223	Cerevent Technologies Inc.	March 3, 2023	\$0.00
224	Cerus Fitness, Inc.	October 2, 2022	\$0.00
225	Chaingapp	November 4, 2022	\$0.00
226	Chainplug SRL	December 16, 2022	\$0.00
227	Cheers App LLC	June 1, 2022	\$0.00
228	cheesewheel	February 3, 2023	\$0.00
229	ChekRite0	February 23, 2023	\$0.00
230	Choral Systems	September 1, 2022	\$0.00
231	Cicada	April 7, 2023	\$0.00
232	Ciclo Inc.	November 30, 2022	\$0.00
233	Cipherem Global	November 2, 2022	\$0.00
234	Circadian Risk Inc.	November 30, 2022	\$0.00
235	Circuify Semiconductors	December 12, 2022	\$0.00
236	Clac des Doigts	January 6, 2023	\$0.00
237	CleverChain	November 1, 2022	\$0.00
238	Clewat Oy	February 17, 2023	\$0.00
239	Click Analytic	October 20, 2022	\$0.00
240	ClieTell App	November 7, 2022	\$0.00
241	Clinetic	November 30, 2022	\$0.00
242	Clinical Trial Hero	October 21, 2022	\$0.00
243	Cloudworx Technologies Pvt Ltd.	June 25, 2022	\$0.00
244	Clovr Labs SL	July 14, 2022	\$0.00
245	Clyn LLC	October 24, 2022	\$0.00
246	CMT SCANNER	March 13, 2023	\$0.00
247	CO2Pulse	December 27, 2022	\$0.00
248	Coco App	March 29, 2023	\$0.00
249	Code Shastra Pvt Ltd	March 9, 2023	\$0.00
250	CodeAlly	July 19, 2022	\$0.00
251	Coffee But Different	March 1, 2023	\$0.00
252	Coinflip Marketing	September 21, 2022	\$0.00
253	Coinflip Marketing - Rappport	September 21, 2022	\$0.00
254	Coinroll	July 31, 2022	\$0.00
255	Colorchain, Inc	December 28, 2022	\$0.00
256	Combware., Inc.	February 27, 2023	\$0.00
257	Comeclosely	September 13, 2022	\$0.00
258	Composable Corp	January 4, 2023	\$0.00
259	Comtura Limited	July 19, 2022	\$0.00
260	Conan MedTech Corp.	September 14, 2022	\$0.00
261	CoNextionsMedical	January 5, 2023	\$0.00
262	Congrify Srl	December 16, 2022	\$0.00
263	Conlis Global Inc.	February 28, 2023	\$0.00
264	Conscious Cups	June 1, 2022	\$0.00
265	Construct AI	February 9, 2023	\$0.00

Warrant #	Company Name	Warrant Date	Cure
266	ConstructAfrica	March 29, 2023	\$0.00
267	Content-oh!	December 23, 2022	\$0.00
268	Contentware	March 17, 2024	\$0.00
269	Continest	November 22, 2022	\$0.00
270	Continuum.Social	December 19, 2022	\$0.00
271	Contreli	October 11, 2022	\$0.00
272	Coorest OÜ	October 24, 2022	\$0.00
273	Corporación Cápsula	September 28, 2022	\$0.00
274	Corros, Inc.	March 14, 2023	\$0.00
275	Cosimo.Art	October 26, 2022	\$0.00
276	Cosmetic Choice	December 8, 2022	\$0.00
277	Cosmos Robotics Inc.	July 1, 2022	\$0.00
278	Creativ Health	October 26, 2022	\$0.00
279	creator.co	December 28, 2022	\$0.00
280	CreatorDen	March 23, 2023	\$0.00
281	Creators Legal	March 21, 2023	\$0.00
282	Creci, Inc.	June 28, 2022	\$0.00
283	Crescendom	December 29, 2022	\$0.00
284	Crocodilewear Boutique Inc.	July 22, 2022	\$0.00
285	Crodquant Ltd.	December 17, 2022	\$0.00
286	Crowdsorsa	October 27, 2022	\$0.00
287	Crypto Dispensers	December 2, 2022	\$0.00
288	Cryptorama	October 21, 2022	\$0.00
289	Cuddle Realty Ltd	February 9, 2023	\$0.00
290	Currynomics Labs OU	January 31, 2023	\$0.00
291	Cutting Edge Capital Pty Ltd.	July 5, 2022	\$0.00
292	Cybrize Inc.	October 28, 2022	\$0.00
293	Cycurid Technologies Ltd.	July 22, 2022	\$0.00
294	Cypher Coding Limited	February 7, 2023	\$0.00
295	DADJ Inc	February 8, 2023	\$0.00
296	Dahab Shops	September 23, 2022	\$0.00
297	DalO Systems Corp.	October 11, 2022	\$0.00
298	Dandelion Networks Inc.	October 19, 2022	\$0.00
299	Darwin Food	January 27, 2023	\$0.00
300	Data Experience Universo SAPI de CV	December 29, 2022	\$0.00
301	DATATEGY	January 31, 2023	\$0.00
302	Datatorch	June 10, 2022	\$0.00
303	Davinci Micro Fulfillment	April 7, 2023	\$0.00
304	Dealty	December 14, 2022	\$0.00
305	December Technologies Inc	November 16, 2022	\$0.00
306	DecisionFacts	November 3, 2022	\$0.00
307	Deeleo Inc.	January 26, 2023	\$0.00
308	DeltaFlare	December 19, 2022	\$0.00
309	DepositLink	December 27, 2022	\$0.00
310	DESN	February 27, 2023	\$0.00
311	DH Flow Control Limited T/A Smart Flow	June 22, 2022	\$0.00
312	Dhakau, Inc.	December 7, 2022	\$0.00
313	Dialysis Bioscience	December 30, 2022	\$0.00
314	Difinity Solutions	January 31, 2023	\$0.00
315	Digital Masterplanning	January 30, 2023	\$0.00
316	DIGIWOW SRL	October 20, 2022	\$0.00
317	Dinevite	March 13, 2023	\$0.00
318	DirectAdmits.com	July 16, 2022	\$0.00

Warrant #	Company Name	Warrant Date	Cure
319	Discount Indoor Gardening dba DIG	October 5, 2022	\$0.00
320	Dispatch IT LLC	November 30, 2022	\$0.00
321	Distinct Dermatology Inc.	April 6, 2023	\$0.00
322	Divercity.io	January 12, 2023	\$0.00
323	DiVerity PBC	September 21, 2022	\$0.00
324	DizzitUp	February 3, 2023	\$0.00
325	Docmo	August 26, 2022	\$0.00
326	Dolittle AS	October 7, 2022	\$0.00
327	Dominium Innovations	July 26, 2022	\$0.00
328	Dosei Ltd.	August 2, 2022	\$0.00
329	Drapefit	March 24, 2023	\$0.00
330	DreamVu Inc	January 19, 2023	\$0.00
331	Drippies	June 30, 2022	\$0.00
332	Dromor LTD	March 17, 2024	\$0.00
333	Drone AI Services	November 7, 2022	\$0.00
334	DropIn Inc.	October 25, 2022	\$0.00
335	DropKey Inc.	November 22, 2022	\$0.00
336	Dropslab Technologies	November 8, 2022	\$0.00
337	DSC Logistics (Pty) Ltd.	July 15, 2022	\$0.00
338	Duas Pontes, Lda	December 21, 2022	\$0.00
339	DUBL Inc.	March 22, 2023	\$0.00
340	Duxata	October 31, 2022	\$0.00
341	E2E Energy Solutions Inc.	January 14, 2023	\$0.00
342	EARLYSTART SL	February 10, 2023	\$0.00
343	Easy Expense	December 7, 2022	\$0.00
344	EasyChamp, Inc.	September 23, 2022	\$0.00
345	Easylog	November 25, 2022	\$0.00
346	Eco Hotels & Resorts	December 9, 2022	\$0.00
347	Ed Watch Pvt. Ltd	September 19, 2022	\$0.00
348	Edekee Inc.	November 29, 2022	\$0.00
349	Edge USA	March 17, 2024	\$0.00
350	Edurupt	June 30, 2022	\$0.00
351	EFEV Charging Sol Pvt Ltd.	July 26, 2022	\$0.00
352	Efinti Holdings LTD	October 5, 2022	\$0.00
353	Efoil Austin Howard Smith LLC	December 5, 2022	\$0.00
354	Egal Pads, Inc.	January 5, 2023	\$0.00
355	EHA Clinics Ltd	March 29, 2023	\$0.00
356	Eigenlytics Data Solutions Private Limited	July 27, 2022	\$0.00
357	El Callao	September 27, 2022	\$0.00
358	eLearning.lk PVT LTD.	February 5, 2023	\$0.00
359	Ellevate Football	January 17, 2023	\$0.00
360	elu	March 14, 2023	\$0.00
361	EmailsAndSurveys	January 17, 2023	\$0.00
362	eMaisha Pay	December 21, 2022	\$0.00
363	embark.live	January 12, 2023	\$0.00
364	Embr	August 30, 2022	\$0.00
365	Embr Holdings Limited	September 1, 2022	\$0.00
366	Emotion S.R.L.	October 11, 2022	\$0.00
367	EmpowerRx Inc.	October 20, 2022	\$0.00
368	EMRchain	June 21, 2022	\$0.00
369	Encore Music Technologies, Inc.	December 28, 2022	\$0.00
370	Engi Holdings, Inc.	August 20, 2022	\$0.00
371	Ennovative Inc	March 17, 2024	\$0.00

Warrant #	Company Name	Warrant Date	Cure
372	Enote GmbH	June 22, 2022	\$0.00
373	Enpral inc.	March 16, 2023	\$0.00
374	ENQUANTUM	February 2, 2023	\$0.00
375	Entac Medical	February 1, 2023	\$0.00
376	Enterprise Cloud Solutions	September 29, 2022	\$0.00
377	Eocean	November 8, 2022	\$0.00
378	EpiCombi.AI	June 13, 2022	\$0.00
379	Epipresto	December 7, 2022	\$0.00
380	EQ Exchange	August 29, 2022	\$0.00
381	Equipt, Inc.	July 29, 2022	\$0.00
382	Equivesto Inc.	August 30, 2022	\$0.00
383	Erekrut HR Automation Solutions Pvt Ltd	May 31, 2022	\$0.00
384	ErleaDx	October 11, 2022	\$0.00
385	et Oliva	December 29, 2022	\$0.00
386	Ethica Channel Enablement Inc	January 13, 2023	\$0.00
387	Eurekly	June 4, 2022	\$0.00
388	Eventuall, Inc.	November 22, 2022	\$0.00
389	Everviolet, Inc.	October 12, 2022	\$0.00
390	Evia Bio, Inc.	June 30, 2022	\$0.00
391	EVOAI LIMITED	April 12, 2023	\$0.00
392	Evoke Auto Inc.	October 6, 2022	\$0.00
393	Evolve Credit	January 13, 2023	\$0.00
394	Evozen, LLC	August 17, 2022	\$0.00
395	evrica	April 9, 2023	\$0.00
396	Experrt	December 13, 2022	\$0.00
397	Explor (Pearl Odyssey LDA)	December 30, 2022	\$0.00
398	Eyeora	December 30, 2022	\$0.00
399	EZYPA Operations LLC	April 14, 2023	\$0.00
400	Faastrak	October 5, 2022	\$0.00
401	Facil.ai Corp	January 30, 2023	\$0.00
402	FacIT FixIT GmbH	September 15, 2022	\$0.00
403	FACTORYTWIN LTD	January 23, 2023	\$0.00
404	FairAdsAPP Inc.	November 18, 2022	\$0.00
405	Fairground	January 24, 2023	\$0.00
406	FanFare Music LLC	March 3, 2023	\$0.00
407	Fanfury	March 3, 2023	\$0.00
408	Farm Holdings, Inc.	January 11, 2023	\$0.00
409	Farm21 BV	December 5, 2022	\$0.00
410	Farma Go	December 14, 2022	\$0.00
411	Farmfluence	October 7, 2022	\$0.00
412	FarmGrub, Inc.	June 8, 2022	\$0.00
413	Fashion Constellate	October 9, 2022	\$0.00
414	Favik	May 31, 2022	\$0.00
415	Favored.live	November 7, 2022	\$0.00
416	Fayre Labs	March 20, 2023	\$0.00
417	Feastify Delivery Inc.	March 17, 2024	\$0.00
418	Field Rocket	June 10, 2022	\$0.00
419	Finding Fasteners	December 28, 2022	\$0.00
420	Finding Fasteners LLC	December 26, 2022	\$0.00
421	finish'd, Inc.	February 10, 2023	\$0.00
422	Finnblue Technologies Oy	November 23, 2022	\$0.00
423	Fiskaltrust	December 16, 2022	\$0.00
424	Fiteo	December 8, 2022	\$0.00

Warrant #	Company Name	Warrant Date	Cure
425	Fitmindset Ltd	March 30, 2023	\$0.00
426	Fizzle Power Tech Nigeria Limited	February 14, 2023	\$0.00
427	FKNG HAPPY HOLDINGS, LLC	March 31, 2023	\$0.00
428	Flats or Spikes	September 23, 2022	\$0.00
429	Flickwheel	December 6, 2022	\$0.00
430	Flits.ai	December 13, 2022	\$0.00
431	Flour & Branch	October 19, 2022	\$0.00
432	Flow Group LLC	September 30, 2022	\$0.00
433	Flower Turbines	June 7, 2022	\$0.00
434	Flowerhead	June 30, 2022	\$0.00
435	Flower's International Group LLC / Flower's House Group	October 7, 2022	\$0.00
436	Flown Technology Inc.	August 19, 2022	\$0.00
437	Fly Ride, Inc	February 15, 2023	\$0.00
438	Focal Point Virtual Group, Inc.	December 9, 2022	\$0.00
439	Foodoo Tech Inc.	December 30, 2022	\$0.00
440	FoodStreetCo Pty Ltd	February 6, 2023	\$0.00
441	For Days	December 9, 2022	\$0.00
442	Fore Transit	December 29, 2022	\$0.00
443	Foresta.io	August 8, 2022	\$0.00
444	Formwork IO Limited	February 28, 2023	\$0.00
445	Fornix	September 29, 2022	\$0.00
446	Forsight digital	February 27, 2023	\$0.00
447	Founders Mine	January 23, 2023	\$0.00
448	Full Stack Lawyer LLP	June 11, 2022	\$0.00
449	FullyOps - Process Digitalisation, Lda	October 12, 2022	\$0.00
450	Fundamental Design Lab Inc.	February 24, 2023	\$0.00
451	Fundhomes	January 4, 2023	\$0.00
452	Funding Change	July 24, 2022	\$0.00
453	Fundream SRL	December 16, 2022	\$0.00
454	Fyrefish Technologies	November 1, 2022	\$0.00
455	GANT QSTEEL PRIVATE LIMITED	March 3, 2023	\$0.00
456	Garo Solutions Ltd.	December 12, 2022	\$0.00
457	Gateway.fm AS	August 5, 2022	\$0.00
458	Geego Kids Ltd.	December 5, 2022	\$0.00
459	GemaTEG	September 26, 2022	\$0.00
460	Gen4 Lab Ltd	April 4, 2023	\$0.00
461	Genesis Electronics Group, Inc.	January 27, 2023	\$0.00
462	Genleap	January 27, 2023	\$0.00
463	GeoNadir Pty Ltd	January 13, 2023	\$0.00
464	GeoXpert Limited	March 3, 2023	\$0.00
465	Gero	December 28, 2022	\$0.00
466	Get Work & Home d.o.o.	March 27, 2023	\$0.00
467	Gif Games	July 15, 2022	\$0.00
468	Giftcash	October 20, 2022	\$0.00
469	Giga Technologies, Inc.	November 28, 2022	\$0.00
470	GigEngyn	December 12, 2022	\$0.00
471	GiGi Tonye's Arts and Fitness	November 2, 2022	\$0.00
472	Glasis Games Pty Ltd	February 2, 2023	\$0.00
473	Gleeworld Inc.	June 1, 2022	\$0.00
474	Glimpse Group LLC	February 24, 2023	\$0.00
475	GLM West Inc.	December 5, 2022	\$0.00
476	Global Emerging Leadership Programs (GELP)	July 13, 2022	\$0.00
477	Glorious Advances Logistics Ltd.	December 19, 2022	\$0.00

Warrant #	Company Name	Warrant Date	Cure
478	Glover Technologies	January 26, 2023	\$0.00
479	Gluteboost	March 16, 2023	\$0.00
480	GMAC Intelligence	January 9, 2023	\$0.00
481	Go MetaRail Corp.	August 19, 2022	\$0.00
482	Goalry	September 9, 2022	\$0.00
483	GoBazaar DMCC	September 2, 2022	\$0.00
484	GOelegido	December 29, 2022	\$0.00
485	GoHere	April 17, 2023	\$0.00
486	Golden Cricket	November 30, 2022	\$0.00
487	GOLFBLOCKS GmbH	February 3, 2023	\$0.00
488	GOLGIX Inc.	January 31, 2023	\$0.00
489	Gomove Technologies	November 21, 2022	\$0.00
490	Got Da Juice	March 30, 2023	\$0.00
491	goya design	January 30, 2023	\$0.00
492	Granny-B Goods	November 8, 2022	\$0.00
493	Granza, Inc.	February 17, 2023	\$0.00
494	Great Lakes Biologics	December 30, 2022	\$0.00
495	Green Energy Allies	December 23, 2022	\$0.00
496	Green Energy Allies	December 23, 2022	\$0.00
497	Green Island	February 15, 2023	\$0.00
498	Greenger Powersports	January 25, 2023	\$0.00
499	GreenLifeTech Corporation	March 3, 2023	\$0.00
500	GreenLight IoT	October 24, 2022	\$0.00
501	GridMarkets Limited	October 3, 2022	\$0.00
502	Grocery	April 7, 2023	\$0.00
503	GroNorth	December 29, 2022	\$0.00
504	Guardian Baseball LLC	September 6, 2022	\$0.00
505	H3 SAS	January 9, 2023	\$0.00
506	Halley	June 22, 2022	\$0.00
507	Hangobi	September 9, 2022	\$0.00
508	Hank Technologies Inc	January 30, 2023	\$0.00
509	HealthInRealTime	November 17, 2022	\$0.00
510	HealthInRealTime	December 5, 2022	\$0.00
511	HealthPass	September 7, 2022	\$0.00
512	HealthPort Group LLC	March 3, 2023	\$0.00
513	Heera Digital Inc.	January 5, 2023	\$0.00
514	Hefring ehf.	December 30, 2022	\$0.00
515	Helio Clinic	March 31, 2023	\$0.00
516	Hello Veneer	December 21, 2022	\$0.00
517	Hey Hom!	June 29, 2022	\$0.00
518	Hi There Solutions LLC	March 27, 2023	\$0.00
519	Hidentity LLC	February 17, 2023	\$0.00
520	Hidrent	August 17, 2022	\$0.00
521	Higher Rewards	December 28, 2022	\$0.00
522	Hinbor	February 3, 2023	\$0.00
523	HIREQUARTERS	February 3, 2023	\$0.00
524	Hobiz App Ltd	December 28, 2022	\$0.00
525	Hokan Digital Services Limited	March 20, 2023	\$0.00
526	Home Hub	June 6, 2022	\$0.00
527	HomeMe Group, Inc.	May 31, 2022	\$0.00
528	Homeowners Hub	June 20, 2022	\$0.00
529	Hot Key Excellence Inc	March 31, 2023	\$0.00
530	House of Crops unamera GmbH	March 1, 2023	\$0.00

Warrant #	Company Name	Warrant Date	Cure
531	House of Sphere Textiles Trading LLC	September 9, 2022	\$0.00
532	HS Vision Ltd t/a HindSight	August 5, 2022	\$0.00
533	HUB Healthcare	January 13, 2023	\$0.00
534	Hügga	October 13, 2022	\$0.00
535	Huma Solar	February 28, 2023	\$0.00
536	Humble Giant Media Inc.	January 12, 2023	\$0.00
537	Huntaway Inc.	September 29, 2022	\$0.00
538	Hypha Knowledge Integration Limited	October 28, 2022	\$0.00
539	IBETcha	September 26, 2022	\$0.00
540	IFT Network, Inc.	October 22, 2022	\$0.00
541	IG Smart Care (SPECO.ai)	December 12, 2022	\$0.00
542	Ignium OÜ	December 9, 2022	\$0.00
543	IGT Pedlar Holdings Ltd.	November 23, 2022	\$0.00
544	Ikigai SA Holdings Propreitary Limited t/a The Sustainabuild Group	February 28, 2023	\$0.00
545	IllumifyDx, Inc.	November 23, 2022	\$0.00
546	Immersion Limited	June 29, 2022	\$0.00
547	IMPS Kingdom	January 13, 2023	\$0.00
548	Impulsa Avolife LLC	October 11, 2022	\$0.00
549	INB Philosophy LLC	March 3, 2023	\$0.00
550	Inclusion Score	June 28, 2022	\$0.00
551	INCYMO AI, Inc.	January 6, 2023	\$0.00
552	Indigo Nuclear, LLC	February 24, 2023	\$0.00
553	Industry Media, Inc.	November 29, 2022	\$0.00
554	Industrial Matrix	September 9, 2022	\$0.00
555	Industries on the Go LLC	November 23, 2022	\$0.00
556	Indy Home Offer	July 28, 2022	\$0.00
557	Infinitas Technology Solutions Pvt Ltd	December 22, 2022	\$0.00
558	Infinite-Compute.com	November 30, 2022	\$0.00
559	Infitnium	February 23, 2023	\$0.00
560	Influxer	April 6, 2023	\$0.00
561	In-Form Sports	October 11, 2022	\$0.00
562	Infuze LLC	October 6, 2022	\$0.00
563	Injoy Global, Inc.	September 29, 2022	\$0.00
564	Inligo Networks	November 30, 2022	\$0.00
565	Innoloft GmbH	March 30, 2023	\$0.00
566	INNOVA ICT SRL	December 21, 2022	\$0.00
567	Innovated Structures, Inc	February 15, 2023	\$0.00
568	InnovationForce	October 10, 2022	\$0.00
569	Innovative Blending (Symphony LLC)	January 30, 2023	\$0.00
570	Innovative Wellness Systems Inc.	December 17, 2022	\$0.00
571	Inovata PTE Ltd	January 27, 2023	\$0.00
572	Insert Stonks	October 6, 2022	\$0.00
573	inseye inc.	January 2, 2023	\$0.00
574	Insonar	January 24, 2023	\$0.00
575	Inspire.World	August 5, 2022	\$0.00
576	Instoried	August 4, 2022	\$0.00
577	insurDAO	February 3, 2023	\$0.00
578	Intelimek Systems Pvt.Ltd	January 25, 2023	\$0.00
579	Intellcre	February 17, 2023	\$0.00
580	IntentBI (ByteInsights Technology Pvt. Ltd.)	December 12, 2022	\$0.00
581	Interactive Sports Training Solutions	March 15, 2023	\$0.00
582	Intero	December 23, 2022	\$0.00
583	Interviewdesk	February 7, 2023	\$0.00

Warrant #	Company Name	Warrant Date	Cure
584	Into The Multiverse Inc.	February 14, 2023	\$0.00
585	Intrevent Inc.	June 29, 2022	\$0.00
586	Intron Inc	February 17, 2023	\$0.00
587	Invert Inc.	November 4, 2022	\$0.00
588	Invest Health	July 20, 2022	\$0.00
589	INVOLVNEXT SA/ DIGITALRATES SA	September 27, 2022	\$0.00
590	locure Inc.	June 7, 2022	\$0.00
591	IOPEX, Inc	January 25, 2023	\$0.00
592	iotSymphony, Inc.	June 8, 2022	\$0.00
593	iPray	November 23, 2022	\$0.00
594	IRUS LLC	August 15, 2022	\$0.00
595	Irvine Corporation	December 7, 2022	\$0.00
596	ISMART Innovations	July 22, 2022	\$0.00
597	Isn't Drinks LLC	January 27, 2023	\$0.00
598	ITU Financial Inc	March 28, 2023	\$0.00
599	Itule Company Ltd.	December 8, 2022	\$0.00
600	iVCV	July 4, 2022	\$0.00
601	Jackson Medical Solutions	June 6, 2022	\$0.00
602	JAT-Technologies	February 17, 2023	\$0.00
603	JazzJune, Inc.	November 1, 2022	\$0.00
604	Jelt	February 24, 2023	\$0.00
605	JobMorph	December 13, 2022	\$0.00
606	Jobspeaker	November 30, 2022	\$0.00
607	Jointechlabs	October 7, 2022	\$0.00
608	Jointechlabs	October 24, 2022	\$0.00
609	Jump Clear Inc.	October 21, 2022	\$0.00
610	Just Date Inc	December 31, 2022	\$0.00
611	Just Enough Wines Inc.	July 20, 2022	\$0.00
612	Just Pay To Philippines Corporation	November 28, 2022	\$0.00
613	Kaffee Bitte LLC	December 20, 2022	\$0.00
614	Kamino App LLC	March 9, 2023	\$0.00
615	Kanabit Cyber Defense	December 11, 2022	\$0.00
616	Kanari Holdings, Inc.	October 7, 2022	\$0.00
617	Kanopii Inc.	December 8, 2022	\$0.00
618	Kanri Soft Sp. z o.o.	January 31, 2023	\$0.00
619	Karat	April 2, 2023	\$0.00
620	Karmeq, LLC	July 28, 2022	\$0.00
621	Kavaken	March 31, 2023	\$0.00
622	KBM	November 8, 2022	\$0.00
623	keepwith	April 14, 2023	\$0.00
624	KeyBee Manufacturing	October 28, 2022	\$0.00
625	Keyzii	August 26, 2022	\$0.00
626	Khepra Incorporated	July 28, 2022	\$0.00
627	Khloé Tech ApS	March 15, 2023	\$0.00
628	Kinetek Sports	December 30, 2022	\$0.00
629	Kintai Digital SL	February 22, 2023	\$0.00
630	Kits Brew Inc.	September 20, 2022	\$0.00
631	Kleanbus Limited	December 13, 2022	\$0.00
632	Kleiner Device Labs	July 29, 2022	\$0.00
633	Klopp	October 13, 2022	\$0.00
634	Klu Tech Sapi De Cv Insitucion De Fondos De Pago Electronico	June 7, 2022	\$0.00
635	Koyn	November 4, 2022	\$0.00
636	Kquika, Inc.	November 30, 2022	\$0.00

Warrant #	Company Name	Warrant Date	Cure
637	Krakatoa Technologies Pte Ltd	December 30, 2022	\$0.00
638	KROM Kendama	March 1, 2023	\$0.00
639	Kryptonomic Inc.	December 5, 2022	\$0.00
640	KT Winery, Inc	March 24, 2023	\$0.00
641	Kuruma NFT Inc.	August 17, 2022	\$0.00
642	Kutai	August 17, 2022	\$0.00
643	Kwala	November 14, 2022	\$0.00
644	Kwerty	March 16, 2023	\$0.00
645	Kwiver	September 6, 2022	\$0.00
646	Kyanite360	November 12, 2022	\$0.00
647	Laborjack	November 21, 2022	\$0.00
648	Lambda Energy Ltd.	June 23, 2022	\$0.00
649	Lami	March 1, 2023	\$0.00
650	Lancellot Inc.	February 9, 2023	\$0.00
651	Land Exchange OÜ	September 30, 2022	\$0.00
652	Land of Verse	September 29, 2022	\$0.00
653	Landano B.V.	December 9, 2022	\$0.00
654	Lateral Diagnostics, LLC	March 28, 2023	\$0.00
655	Latinx Travel Club	November 30, 2022	\$0.00
656	Laureti Mobility Group Limited	October 4, 2022	\$0.00
657	L-Charge LLC	November 21, 2022	\$0.00
658	LEAFWIRE DIGITAL LLC	January 3, 2023	\$0.00
659	Learnine Schools	December 27, 2022	\$0.00
660	Legacy Suite	March 15, 2023	\$0.00
661	LendForGood Pty Ltd	March 16, 2023	\$0.00
662	Leosuva	October 6, 2022	\$0.00
663	Lesos	November 28, 2022	\$0.00
664	Lesova	December 26, 2022	\$0.00
665	Let us Nudge	January 11, 2023	\$0.00
666	Lets Join In	September 12, 2022	\$0.00
667	LevelField Financial	December 22, 2022	\$0.00
668	LevelPlay Sports, Inc.	June 11, 2022	\$0.00
669	Lewie (Floss Boss)	September 9, 2022	\$0.00
670	LG Tech, Inc.	October 31, 2022	\$0.00
671	Limosa	March 17, 2023	\$0.00
672	Listo Global, Inc.	July 27, 2022	\$0.00
673	Lite Run Inc.	December 8, 2022	\$0.00
674	Little Thinking Minds	February 10, 2023	\$0.00
675	LOADZPRO INC	April 14, 2023	\$0.00
676	Local Driver Tech Inc.	August 31, 2022	\$0.00
677	Loglens Insights Private Limited	February 16, 2023	\$0.00
678	Lonch, Inc.	March 13, 2023	\$0.00
679	LOOFT Inc.	February 6, 2023	\$0.00
680	Loopie Inc.	November 23, 2022	\$0.00
681	Louis Structures LLC	April 13, 2023	\$0.00
682	Lovys	March 17, 2024	\$0.00
683	Lowkel, inc.	January 13, 2023	\$0.00
684	LUCA Plus	December 20, 2022	\$0.00
685	Luminary Ventures	November 23, 2022	\$0.00
686	Lushra	February 16, 2023	\$0.00
687	Luso Digital Assets	December 13, 2022	\$0.00
688	Luxury Travel Hackers	December 14, 2022	\$0.00
689	Lyfe Group	February 2, 2023	\$0.00

Warrant #	Company Name	Warrant Date	Cure
690	Lykanda	January 5, 2023	\$0.00
691	Mach 1 Services	October 26, 2022	\$0.00
692	Made for the W	March 31, 2023	\$0.00
693	Madeium MFG, Inc.	January 25, 2023	\$0.00
694	Maestro	February 6, 2023	\$0.00
695	Maestro	March 27, 2023	\$0.00
696	Magnimetrics Inc.	March 17, 2024	\$0.00
697	MakeOmnia	November 23, 2022	\$0.00
698	Mama Bev's Bakery	October 11, 2022	\$0.00
699	Mammen and Peery Technologies	October 28, 2022	\$0.00
700	MarinX Inc. (d.b.a. Sensor Globe)	April 3, 2023	\$0.00
701	Markbotix	October 6, 2022	\$0.00
702	MarketForce Technologies Inc	February 8, 2023	\$0.00
703	MARS Suite Inc	February 6, 2023	\$0.00
704	MARUX (MARUX Telehealth Services LLC)	December 12, 2022	\$0.00
705	Mash Media Tech Group SL	June 7, 2022	\$0.00
706	Mataono GmbH	November 4, 2022	\$0.00
707	MatchTx	July 29, 2022	\$0.00
708	MA-Trainer Inc.	October 14, 2022	\$0.00
709	Matteroom, LLC	March 30, 2023	\$0.00
710	Maxwellian	November 30, 2022	\$0.00
711	MedEasy PTE. LTD.	November 16, 2022	\$0.00
712	Media Exchange Group Ltd	January 30, 2023	\$0.00
713	MEDIO MELON	March 16, 2024	\$0.00
714	MedMatch Network	February 10, 2023	\$0.00
715	Memory Gardens	August 5, 2022	\$0.00
716	Mental	November 22, 2022	\$0.00
717	Merchandise, Inc.	July 23, 2022	\$0.00
718	Mercy Spine	January 17, 2023	\$0.00
719	Merlin Payment Solutions Inc.	December 19, 2022	\$0.00
720	Mesa Platforms Private Limited	November 3, 2022	\$0.00
721	Mesh Security	December 9, 2022	\$0.00
722	Meta East	December 14, 2022	\$0.00
723	Metablue Solution, Lda	March 31, 2023	\$0.00
724	Metafoodx dba Skoopin Inc., a Delaware Corp.	July 29, 2022	\$0.00
725	Metaverse Technologies Inc.	November 4, 2022	\$0.00
726	Metavoax Tech Inc.	June 24, 2022	\$0.00
727	Metix Medical	October 11, 2022	\$0.00
728	Metro 1 Travel and Technology Pty Ltd	November 2, 2022	\$0.00
729	Mevron Technologies, Inc.	March 27, 2023	\$0.00
730	MI Master LLC	June 3, 2022	\$0.00
731	Micro Engineering Tech Inc.	July 27, 2022	\$0.00
732	Micro Meat, Inc.	June 27, 2022	\$0.00
733	Miigle+	November 22, 2022	\$0.00
734	Miigle+	November 29, 2022	\$0.00
735	Milic Justice Technologies SAPI de CV	December 21, 2022	\$0.00
736	Minerva Lithium	August 17, 2022	\$0.00
737	Mintflick Inc.	November 22, 2022	\$0.00
738	Mintus Trading Limited	January 18, 2023	\$0.00
739	Mitipi AG	October 6, 2022	\$0.00
740	MobiPay Securiservices Pvt Ltd.,	January 3, 2023	\$0.00
741	Mocaa Inc.	July 14, 2022	\$0.00
742	ModoScript	December 2, 2022	\$0.00

Warrant #	Company Name	Warrant Date	Cure
743	Modular Teams Co	March 28, 2023	\$0.00
744	Momento NFT	August 8, 2022	\$0.00
745	MONET ANALYTICS 10	September 9, 2022	\$0.00
746	Money Pickle	June 30, 2022	\$0.00
747	Monplaces	March 22, 2023	\$0.00
748	Moonlabs Studios Inc	February 8, 2023	\$0.00
749	Mosaic RSR Public Benefit Corporation	July 1, 2022	\$0.00
750	Motive	August 5, 2022	\$0.00
751	Motti Mobile USA, Inc.	February 10, 2023	\$0.00
752	Mouldflo	December 18, 2022	\$0.00
753	MOVIA.ai	February 24, 2023	\$0.00
754	MPS	March 22, 2023	\$0.00
755	Multi Brands USA Import & Export Corp. Db: Essenzefruits	January 12, 2023	\$0.00
756	MultiNFT	June 27, 2022	\$0.00
757	Multiply LLC	November 8, 2022	\$0.00
758	MUTA	November 8, 2022	\$0.00
759	MUVIT	December 1, 2022	\$0.00
760	My Lighthouse	January 3, 2023	\$0.00
761	MY3DMETA PVT LTD	February 20, 2023	\$0.00
762	myCaribou	November 15, 2022	\$0.00
763	MyCointainer	September 24, 2022	\$0.00
764	MYCOlive kft	December 23, 2022	\$0.00
765	Mycovation	May 31, 2022	\$0.00
766	Mycroft AI	September 14, 2022	\$0.00
767	Myocene	April 11, 2023	\$0.00
768	MyRobotics	June 7, 2022	\$0.00
769	Mys Tyler Tech Pty Ltd	November 4, 2022	\$0.00
770	MySyde	October 26, 2022	\$0.00
771	Mytreal.io	January 17, 2023	\$0.00
772	MZR Inc.	July 14, 2022	\$0.00
773	Naetion	July 26, 2022	\$0.00
774	Napa Society	November 4, 2022	\$0.00
775	Naralytics	February 17, 2023	\$0.00
776	Narya Electric Corp.	June 2, 2022	\$0.00
777	Natural Machines Inc.	October 19, 2022	\$0.00
778	Navengage Education Technologies	December 15, 2022	\$0.00
779	Nawasa Mahal International Ltd.	September 4, 2022	\$0.00
780	NBDair	November 15, 2022	\$0.00
781	NDE Solutions	November 23, 2022	\$0.00
782	Nelumbium Capital	December 16, 2022	\$0.00
783	Neon Sundae	February 28, 2023	\$0.00
784	Neroes	June 3, 2022	\$0.00
785	Nervonik	December 20, 2022	\$0.00
786	Neufast Limited	December 1, 2022	\$0.00
787	Neural Vision	June 16, 2022	\$0.00
788	NeuralSpaceDesign	March 17, 2024	\$0.00
789	Neurologik	January 6, 2023	\$0.00
790	NeuroTech Group AI	March 23, 2023	\$0.00
791	New Motion Beverages & Embolden Beer Company	July 29, 2022	\$0.00
792	Newport Electric Boats LLC	August 2, 2022	\$0.00
793	Nexus 33 Group, LLC	June 20, 2022	\$0.00
794	Nexus Medical Labs, LLC	September 30, 2022	\$0.00
795	Nimbus Healthcare Corporation	November 10, 2022	\$0.00

Warrant #	Company Name	Warrant Date	Cure
796	Nimbus-T Global Inc.	September 30, 2022	\$0.00
797	Nine	October 11, 2022	\$0.00
798	NodeRelate Inc.	March 31, 2023	\$0.00
799	Noffice.Inc	July 22, 2022	\$0.00
800	Nomadreaming	June 30, 2022	\$0.00
801	Not That Store	September 8, 2022	\$0.00
802	Novochizol SA	March 9, 2023	\$0.00
803	Novogiene	January 27, 2023	\$0.00
804	Ns Pilot Real Estate Software	August 4, 2022	\$0.00
805	NuPlant	October 26, 2022	\$0.00
806	NutriGard OÜ	February 17, 2023	\$0.00
807	NUTS Technologies Inc.	June 28, 2022	\$0.00
808	Nvzn Augmented Reality Corp.	January 4, 2023	\$0.00
809	Nyteco Inc	March 21, 2023	\$0.00
810	Ocella Inc. dba Ateios	November 7, 2022	\$0.00
811	ODAPES	March 17, 2024	\$0.00
812	Odesso Inc.	November 17, 2022	\$0.00
813	OFFER1	March 20, 2023	\$0.00
814	Oges Solutions Pvt Ltd	September 30, 2022	\$0.00
815	Okboy	March 27, 2023	\$0.00
816	Olgram	March 30, 2023	\$0.00
817	Olive Group Ltd.	November 29, 2022	\$0.00
818	OMNI Broadcast LLC	July 29, 2022	\$0.00
819	On Market	November 8, 2022	\$0.00
820	Oncobit AG	October 31, 2022	\$0.00
821	ONEKEY GmbH	February 27, 2023	\$0.00
822	OneStopKitchen	December 15, 2022	\$0.00
823	Onkarri	December 29, 2022	\$0.00
824	OnOffBlock Inc. dba Xenesis	February 28, 2023	\$0.00
825	ood Holdings, Inc.	December 1, 2022	\$0.00
826	Oomple Inc.	July 8, 2022	\$0.00
827	Opalink, Inc.	December 13, 2022	\$0.00
828	Oparko	March 6, 2023	\$0.00
829	Opdex Inc.	June 6, 2022	\$0.00
830	Open Sparkz Pty Ltd.	June 10, 2022	\$0.00
831	OpenAuto	January 25, 2023	\$0.00
832	OpenEGrid	January 11, 2022	\$0.00
833	Opio Connect, Inc.	November 30, 2022	\$0.00
834	Optifold	February 25, 2023	\$0.00
835	Optimal Access, Inc.	June 22, 2022	\$0.00
836	Optimitive International S.A.R.L.	11/17/2022	\$0.00
837	Optionality Securities Inc.	October 7, 2022	\$0.00
838	ORATIS Technologies GmbH	November 30, 2022	\$0.00
839	Orb Reality LLC	September 1, 2022	\$0.00
840	Orbital Composites Inc.	August 22, 2022	\$0.00
841	OrderEZ Pte Ltd.	September 9, 2022	\$0.00
842	Organic House Canada Inc.	April 14, 2023	\$0.00
843	Origin	June 12, 2022	\$0.00
844	Orion Innovations	January 6, 2023	\$0.00
845	Orkid	December 29, 2022	\$0.00
846	OsteaApp	November 28, 2022	\$0.00
847	Otto Inc.	November 21, 2022	\$0.00
848	Our Watch Leads - OWL, LDA	December 9, 2022	\$0.00

Warrant #	Company Name	Warrant Date	Cure
849	OurDivorce, Inc.	June 9, 2022	\$0.00
850	OutScout	November 16, 2022	\$0.00
851	Ovvio Ltd.	November 23, 2022	\$0.00
852	Oware Technologies Inc.	August 3, 2022	\$0.00
853	OWL Integrations	February 17, 2023	\$0.00
854	Owl Stats	October 20, 2022	\$0.00
855	P23 Technologies, Inc.	December 22, 2022	\$0.00
856	Palmatrix AG	November 11, 2022	\$0.00
857	Panacea Infotech, S.à r.l.-S	June 3, 2022	\$0.00
858	Papaya Inc.	December 25, 2022	\$0.00
859	Paper Online Ltd	February 28, 2023	\$0.00
860	Parity Healthcare Analytics Inc.	August 24, 2022	\$0.00
861	Parse AI	July 29, 2022	\$0.00
862	Partytrick	April 17, 2023	\$0.00
863	Patwork Ext	February 16, 2023	\$0.00
864	Paw power	December 31, 2022	\$0.00
865	PayCrunch	December 7, 2022	\$0.00
866	Paydece	November 19, 2022	\$0.00
867	PayNest Fintech Ltd	October 13, 2022	\$0.00
868	Paypolitan OÜ	March 29, 2023	\$0.00
869	Pay-U	November 17, 2022	\$0.00
870	Paywise	November 30, 2022	\$0.00
871	PeaceE	July 28, 2022	\$0.00
872	Perception Grid	September 29, 2022	\$0.00
873	Perimark Inc.	September 9, 2022	\$0.00
874	PermianChain Technologies Inc.	November 26, 2022	\$0.00
875	Phaeno, Inc.	March 17, 2024	\$0.00
876	Phase 01	December 30, 2022	\$0.00
877	Phoenix Robotix Pvt Ltd	January 31, 2023	\$0.00
878	PIGEON CHAT DAPP	December 27, 2022	\$0.00
879	Pinapp Technology	June 22, 2022	\$0.00
880	Piper + Enza	February 14, 2023	\$0.00
881	PIPRA	January 13, 2023	\$0.00
882	Pixi Plus	March 14, 2023	\$0.00
883	Plan24Pet	February 19, 2023	\$0.00
884	PlanitEasy	April 7, 2023	\$0.00
885	PlantSwitch	September 14, 2022	\$0.00
886	Plasmics GmbH	February 3, 2023	\$0.00
887	PlexiSun Ltd.	October 18, 2022	\$0.00
888	Pneumeric, Inc.	December 27, 2022	\$0.00
889	Pnu Corp	January 20, 2023	\$0.00
890	POCKET RECRUITER INC	February 28, 2023	\$0.00
891	POINTPAL LOYALTY	January 27, 2023	\$0.00
892	Polipedia	March 5, 2023	\$0.00
893	PopBookings	January 31, 2023	\$0.00
894	PowerShift Properties, DAO LLC	January 31, 2023	\$0.00
895	Practice In a Box, Inc	December 23, 2022	\$0.00
896	Predictiva	June 13, 2022	\$0.00
897	Predictview	December 19, 2022	\$0.00
898	Preki	March 14, 2023	\$0.00
899	Premiumreal Technologies	November 15, 2022	\$0.00
900	Preplts Inc.	September 7, 2022	\$0.00
901	Pricklee, LLC	October 20, 2022	\$0.00

Warrant #	Company Name	Warrant Date	Cure
902	Primacy	February 17, 2023	\$0.00
903	Primordial Game Studios Ltd.		\$0.00
904	Prioritio (Redlainer Oy)	January 27, 2023	\$0.00
905	Priority Digital Health Limited	September 16, 2022	\$0.00
906	Prism LLC	January 9, 2023	\$0.00
907	Prismatext	August 18, 2022	\$0.00
908	PrivacyCheq	June 28, 2022	\$0.00
909	Proc12 Inc.	March 30, 2023	\$0.00
910	Prometeo Chain Systems	October 13, 2022	\$0.00
911	PropBidder	December 30, 2022	\$0.00
912	Propers.cl	March 1, 2023	\$0.00
913	Protégé	June 10, 2022	\$0.00
914	Proven PCI, Inc.	February 17, 2023	\$0.00
915	Provide Ltd	February 2, 2023	\$0.00
916	Proxima	April 13, 2023	\$0.00
917	Pure Blue Tech Inc.	January 1, 2022	\$0.00
918	Puro Renewables, Inc	April 10, 2023	\$0.00
919	PurpleCloud Technologies	July 5, 2022	\$0.00
920	Puzl, Inc.	September 13, 2022	\$0.00
921	PvP International, Inc.	December 19, 2022	\$0.00
922	QBee	December 14, 2022	\$0.00
923	Qdeck	June 9, 2022	\$0.00
924	Qii Technologies	November 8, 2022	\$0.00
925	Qliktag Software Inc.	October 3, 2022	\$0.00
926	Qlorem AS	October 20, 2022	\$0.00
927	Qonico	June 20, 2022	\$0.00
928	QRerve	December 27, 2022	\$0.00
929	QS Monitor FZ LLC	June 28, 2022	\$0.00
930	Qualisure Diagnostics	November 24, 2022	\$0.00
931	Quantifying Nature	September 30, 2022	\$0.00
932	Quin AI Ltd	February 21, 2023	\$0.00
933	Radbutter Health	December 16, 2022	\$0.00
934	Raise a Hood	April 6, 2023	\$0.00
935	Raizada Constructions Pvt Ltd.	January 13, 2023	\$0.00
936	RALB	October 10, 2022	\$0.00
937	Raters Group Ltd.	June 9, 2022	\$0.00
938	Ravel Travel Inc.	March 29, 2023	\$0.00
939	RCM Labs	January 24, 2023	\$0.00
940	Rdit De Mexico S De RI De Cv.	July 28, 2022	\$0.00
941	Reach Cloud	November 29, 2022	\$0.00
942	realiz	January 23, 2023	\$0.00
943	RECit	December 5, 2022	\$0.00
944	Recoverlution	July 29, 2022	\$0.00
945	Recspert Inc.	October 20, 2022	\$0.00
946	RED BLAKK	January 20, 2023	\$0.00
947	Red Leader Technologies	June 29, 2022	\$0.00
948	RedDrop Inc	January 31, 2023	\$0.00
949	Redrock Biometrics	October 31, 2022	\$0.00
950	ReelCall	August 22, 2022	\$0.00
951	Reeload Inc.	July 21, 2022	\$0.00
952	Regwez, Inc.	December 19, 2022	\$0.00
953	Reicrowd	February 13, 2023	\$0.00
954	reignite GmbH	November 29, 2022	\$0.00

Warrant #	Company Name	Warrant Date	Cure
955	Reinvest Technologies, Inc.	June 7, 2022	\$0.00
956	Rejuve.Bio	April 13, 2023	\$0.00
957	Relai	September 29, 2022	\$0.00
958	Remble Inc.	January 31, 2023	\$0.00
959	Remedy	January 2, 2023	\$0.00
960	Remedy Well Inc.	March 16, 2024	\$0.00
961	Renaissance Digital Ltd	January 13, 2023	\$0.00
962	RenewIT360	February 24, 2023	\$0.00
963	Rent Your Ride	November 29, 2022	\$0.00
964	Reperio Health, Inc.	February 3, 2023	\$0.00
965	Resonance Technology Pte. Ltd	February 3, 2023	\$0.00
966	Respiration Scan	December 28, 2022	\$0.00
967	Retail for Tomorrow SL (KOMBO)	December 8, 2022	\$0.00
968	Retora Games LLC	November 17, 2022	\$0.00
969	Revent Corp	February 28, 2023	\$0.00
970	Revol Snax	July 30, 2022	\$0.00
971	Revoir Consumer	March 1, 2023	\$0.00
972	ReyComm Innovations	September 21, 2022	\$0.00
973	Right Tech Soft LLC	November 29, 2022	\$0.00
974	RightOnTrek, Inc.	January 25, 2023	\$0.00
975	Rindev	August 31, 2022	\$0.00
976	RipeMetrics	August 4, 2022	\$0.00
977	RipTech s.r.o.	December 23, 2022	\$0.00
978	Rise Higher Education	August 27, 2022	\$0.00
979	Rishon AI Corp	January 30, 2023	\$0.00
980	Rize	January 13, 2023	\$0.00
981	RMJ Clinical Solutions Ltd.	December 9, 2022	\$0.00
982	Robo Point Guard	January 27, 2023	\$0.00
983	Rocket Wellness Inc.	June 7, 2022	\$0.00
984	roHealth Platform Inc	October 31, 2022	\$0.00
985	Rola Health Ltd.	June 10, 2022	\$0.00
986	Rome Blockchain Labs	January 16, 2023	\$0.00
987	ROOTs Edu	October 13, 2022	\$0.00
988	Roshan Water Solutions	September 30, 2022	\$0.00
989	Rumbella LLC	March 17, 2024	\$0.00
990	Sacred Seaplants	December 27, 2022	\$0.00
991	Safehaven Labs Inc. dba Soon	August 5, 2022	\$0.00
992	SapienSecure	January 13, 2023	\$0.00
993	Sarcomatrix Therapeutics Corp.	April 14, 2023	\$0.00
994	SAVAGE	April 10, 2023	\$0.00
995	Savepod	November 22, 2022	\$0.00
996	Sayves	June 13, 2022	\$0.00
997	Scatterscape	July 27, 2022	\$0.00
998	Scedugame	November 29, 2022	\$0.00
999	School Of Whales	June 24, 2022	\$0.00
1000	SCOCS	December 20, 2022	\$0.00
1001	Scotia Logistics Inc	January 10, 2023	\$0.00
1002	Scout Search, Inc	September 27, 2022	\$0.00
1003	Sea Threads	December 23, 2022	\$0.00
1004	Seaweed Generation	February 16, 2023	\$0.00
1005	SeeGreen Ventures	December 19, 2022	\$0.00
1006	Seertel Inc.	February 24, 2023	\$0.00
1007	Seirios Technologies	February 1, 2023	\$0.00

Warrant #	Company Name	Warrant Date	Cure
1008	Sellia Labs Inc.	September 11, 2022	\$0.00
1009	Semerey Dental Management	July 28, 2022	\$0.00
1010	Seniorely Inc	October 28, 2022	\$0.00
1011	Senit App Ltd	November 23, 2022	\$0.00
1012	Sensomatt Lda	July 1, 2022	\$0.00
1013	Sentient	December 14, 2022	\$0.00
1014	Serene Health Ltd	January 31, 2023	\$0.00
1015	Serino	December 16, 2022	\$0.00
1016	Servichain	October 30, 2022	\$0.00
1017	Sesame Technology	June 24, 2022	\$0.00
1018	Shake Smith	November 23, 2022	\$0.00
1019	Shareable Solutions	July 14, 2022	\$0.00
1020	Sharp Archive	September 30, 2022	\$0.00
1021	Sheetly Ltd	December 22, 2022	\$0.00
1022	SHIPNEXT	January 16, 2023	\$0.00
1023	Sh'ma Capital	November 4, 2022	\$0.00
1024	Sieve LLC	October 23, 2022	\$0.00
1025	Signa.Land LLC	November 8, 2022	\$0.00
1026	SignPost Cancer Dx	January 27, 2023	\$0.00
1027	SIKI	December 29, 2022	\$0.00
1028	Silverpine GmbH	February 17, 2023	\$0.00
1029	Simple Platforms, LLC	October 12, 2022	\$0.00
1030	SimTec MD	December 21, 2022	\$0.00
1031	Singularity	October 21, 2022	\$0.00
1032	Sirius Africa International Ltd.	June 3, 2022	\$0.00
1033	SKALY Intellect B.V.	November 4, 2022	\$0.00
1034	Skillteck Inc.	July 19, 2022	\$0.00
1035	Skilnes Inc.	November 4, 2022	\$0.00
1036	Sky Dust Group B.V.	December 28, 2022	\$0.00
1037	Sleek Technologies	October 31, 2022	\$0.00
1038	Sleep Easy Technology	December 29, 2022	\$0.00
1039	SLF Adventure App	August 17, 2022	\$0.00
1040	Slice Nation Pizza Co.	June 10, 2022	\$0.00
1041	Slipbot Inc.	July 22, 2022	\$0.00
1042	Smart Access Limited	September 8, 2022	\$0.00
1043	Smart Trainer LLC	October 18, 2022	\$0.00
1044	SmartDust	March 29, 2023	\$0.00
1045	Smith Autonomous	August 31, 2022	\$0.00
1046	Smobyu Ou	June 28, 2022	\$0.00
1047	Snapcourse	October 28, 2022	\$0.00
1048	Soarce	July 27, 2022	\$0.00
1049	Sober Space	November 4, 2022	\$0.00
1050	Social Games S.L.	November 30, 2022	\$0.00
1051	Socially Exposed, Inc.	October 11, 2022	\$0.00
1052	Solaires Enterprises	November 7, 2022	\$0.00
1053	Solitan Interactive	November 28, 2022	\$0.00
1054	Solum Group	December 21, 2022	\$0.00
1055	Somm Says	September 19, 2022	\$0.00
1056	Sonical	January 15, 2023	\$0.00
1057	Sophie's BioNutrients	July 28, 2022	\$0.00
1058	Soteria Battery Innovation Group	January 31, 2023	\$0.00
1059	SP Nutraceuticals Inc.	December 1, 2022	\$0.00
1060	Space Resources Laboratory Ltd.	February 14, 2023	\$0.00

Warrant #	Company Name	Warrant Date	Cure
1061	Sparkli Tech GmbH	September 13, 2022	\$0.00
1062	Spartan Fitness LLC	October 4, 2022	\$0.00
1063	Spectra Risk Solutions LTD	February 25, 2023	\$0.00
1064	SpiderLinked, VAT Number: RO43247307	June 2, 2022	\$0.00
1065	Sportin Global	October 28, 2022	\$0.00
1066	Springman Apparel Private Limited	December 21, 2022	\$0.00
1067	SquadFlow Inc.	February 17, 2023	\$0.00
1068	Squarewon Projects Inc.	June 27, 2022	\$0.00
1069	SRIYA DXI LLC	November 16, 2022	\$0.00
1070	srve	December 23, 2022	\$0.00
1071	Stackdin	March 30, 2023	\$0.00
1072	Stailer Online Services SRL	February 1, 2023	\$0.00
1073	Startwise	November 8, 2022	\$0.00
1074	StatStak Inc.	December 8, 2022	\$0.00
1075	STEM Cultivation	December 7, 2022	\$0.00
1076	Stemtech Medical Devices	February 6, 2023	\$0.00
1077	Sterilux Systems Inc.	July 24, 2022	\$0.00
1078	STLFLIX	February 10, 2023	\$0.00
1079	Stone Road	December 15, 2022	\$0.00
1080	Stonebrook Risk Solutions	July 29, 2022	\$0.00
1081	Storegrill INC LTD	February 21, 2023	\$0.00
1082	Storyals	December 30, 2022	\$0.00
1083	Stream Technologies	December 5, 2022	\$0.00
1084	Stride.AI Inc.	August 2, 2022	\$0.00
1085	StrongKor Intermountain Corp.	July 28, 2022	\$0.00
1086	STRYDD	March 30, 2023	\$0.00
1087	Studio Gyris	November 5, 2022	\$0.00
1088	Studio TBD	June 1, 2022	\$0.00
1089	Studio0x Foundation Ltd	November 4, 2022	\$0.00
1090	StyleBranding Inc.	October 20, 2022	\$0.00
1091	Subskryb Corporation	August 25, 2022	\$0.00
1092	Sugar Gaming	August 29, 2022	\$0.00
1093	Sugartrends	September 13, 2022	\$0.00
1094	Sunset Technologies, Inc. dba Noni	December 6, 2022	\$0.00
1095	Superbutler Limited	March 3, 2023	\$0.00
1096	SupporterHub Pty Ltd.	September 29, 2022	\$0.00
1097	SureReno	March 9, 2023	\$0.00
1098	Surf1	March 30, 2023	\$0.00
1099	SweetChops	March 28, 2023	\$0.00
1100	SysCoLabs for Technological Innovation	August 26, 2022	\$0.00
1101	TabletopTown	January 4, 2023	\$0.00
1102	Tachyon	August 2, 2022	\$0.00
1103	TakeCarbon	February 3, 2023	\$0.00
1104	Taos Mountain Energy Foods, LLC d/b/a Taos Bakes	April 14, 2023	\$0.00
1105	Tappr App	September 27, 2022	\$0.00
1106	Taranis SA	December 20, 2022	\$0.00
1107	Targe Industries	June 2, 2022	\$0.00
1108	TAS IT SRL	November 2, 2022	\$0.00
1109	Tater Games s.r.o.	December 21, 2022	\$0.00
1110	Tech & Flow Ventures	June 30, 2022	\$0.00
1111	TechAid	February 6, 2023	\$0.00
1112	Techreo	August 3, 2022	\$0.00
1113	TechSign	December 21, 2022	\$0.00

Warrant #	Company Name	Warrant Date	Cure
1114	Tecnotrust	January 13, 2023	\$0.00
1115	TeenLife Media, LLC	February 7, 2023	\$0.00
1116	TEKREVOL LLC	January 27, 2023	\$0.00
1117	TEORRA	March 1, 2023	\$0.00
1118	Terra Bioworks	December 8, 2022	\$0.00
1119	Text2MD	December 20, 2022	\$0.00
1120	The Alpha High Group	June 30, 2022	\$0.00
1121	The Beans	July 8, 2022	\$0.00
1122	The Blockchain Academy LLC	January 30, 2023	\$0.00
1123	The Care Co.	November 4, 2022	\$0.00
1124	The Diamond Cartel	February 24, 2023	\$0.00
1125	The Econophy Group LLC aka NuMedtechs	February 17, 2023	\$0.00
1126	The Fan Carpet Ltd	December 28, 2022	\$0.00
1127	The First Element	July 11, 2022	\$0.00
1128	The Fitting Room	July 22, 2022	\$0.00
1129	The Kitty App	December 1, 2022	\$0.00
1130	The Modern Mirror Inc.	November 15, 2022	\$0.00
1131	THE MOST, Inc.	February 1, 2023	\$0.00
1132	The Regular	October 1, 2022	\$0.00
1133	THE SCENE NYC INC	February 3, 2023	\$0.00
1134	The Swarm	January 18, 2023	\$0.00
1135	The UXM Inc.	February 17, 2023	\$0.00
1136	The Whisper Company	December 19, 2022	\$0.00
1137	the5starz	June 9, 2022	\$0.00
1138	TheaterEngine	September 5, 2022	\$0.00
1139	Thermal Battery Corporation	April 14, 2023	\$0.00
1140	Third Wire Asset Management	January 25, 2023	\$0.00
1141	this is inka ltd	February 28, 2023	\$0.00
1142	Thought Leadership League LLC (The Culture Think Tank)	September 19, 2022	\$0.00
1143	Three Sigma	February 23, 2023	\$0.00
1144	Thrijv Design Inc.	November 11, 2022	\$0.00
1145	Thumb United	June 20, 2022	\$0.00
1146	Ticketplus SpA	March 3, 2023	\$0.00
1147	Tickital AB	June 10, 2022	\$0.00
1148	Tier 1 Solar	November 1, 2022	\$0.00
1149	TipHaus Inc	January 5, 2023	\$0.00
1150	Toklas, Inc.	March 27, 2023	\$0.00
1151	TOLAGO, LLC.	December 29, 2022	\$0.00
1152	Tonic Nutrition LLC	January 30, 2023	\$0.00
1153	TORMem Inc.	August 31, 2022	\$0.00
1154	Total Worth Financial	February 28, 2023	\$0.00
1155	Touch and Pay Technologies Inc.	August 3, 2022	\$0.00
1156	TouchBrick	October 17, 2022	\$0.00
1157	Tour Mega	September 9, 2022	\$0.00
1158	Tournafest Gaming Private Limited	July 30, 2022	\$0.00
1159	Townhall Pro, Inc. dba Townhall	July 28, 2022	\$0.00
1160	Traceless LLC	December 9, 2022	\$0.00
1161	TradersPost, Inc.	August 31, 2022	\$0.00
1162	Tradeshare, Inc.	July 22, 2022	\$0.00
1163	Traq365 Corporation	November 29, 2022	\$0.00
1164	TravelMeetEat, Inc	December 23, 2022	\$0.00
1165	TRETAIL LABS	January 31, 2023	\$0.00
1166	Tri Wine LLC	April 7, 2023	\$0.00

Warrant #	Company Name	Warrant Date	Cure
1167	Triliant, LLC	October 30, 2022	\$0.00
1168	Trip2Balance sl	November 7, 2022	\$0.00
1169	Tripp	June 17, 2022	\$0.00
1170	Troo Co.	August 5, 2022	\$0.00
1171	Troo Media, LLC	February 16, 2023	\$0.00
1172	Trucking Pilot	January 6, 2023	\$0.00
1173	TrueOcean GmbH	December 22, 2022	\$0.00
1174	Truly Integrated Computing	November 10, 2022	\$0.00
1175	Trusli Inc.	June 14, 2022	\$0.00
1176	Trymata Inc.	September 14, 2022	\$0.00
1177	TSD TELECOM Inc.	January 11, 2023	\$0.00
1178	Tune FM	October 28, 2022	\$0.00
1179	Turion	January 13, 2023	\$0.00
1180	Tweva Inc.	June 12, 2022	\$0.00
1181	Two to Tango	October 11, 2022	\$0.00
1182	Twyn Holdings Limited	January 5, 2023	\$0.00
1183	UnbugQA Limited	March 28, 2023	\$0.00
1184	Uncle Waithley's Beverage Company	March 24, 2023	\$0.00
1185	Uniquely U.	September 26, 2022	\$0.00
1186	Uniquevcdev DOO	March 30, 2023	\$0.00
1187	United Skates Pte. Ltd.	September 22, 2022	\$0.00
1188	Universal Direction Inc	December 22, 2022	\$0.00
1189	Unmanned Aerospace	December 20, 2022	\$0.00
1190	Unmanned Systems Operations Group, Inc (USOG)	July 6, 2022	\$0.00
1191	Unrest UK Trading Ltd	December 16, 2022	\$0.00
1192	Unveil B.V.	February 13, 2023	\$0.00
1193	uPATCH BV	April 14, 2023	\$0.00
1194	Updairy Corporation	December 27, 2022	\$0.00
1195	UPI Globale Edu Inc.	November 24, 2022	\$0.00
1196	Urbrme Inc. dba Remember Me	December 14, 2022	\$0.00
1197	Uruk Project Management (dba of SUKAD Project Portfolio Management)	June 30, 2022	\$0.00
1198	Useabot	September 20, 2022	\$0.00
1199	USWC Media LLC	July 25, 2022	\$0.00
1200	V3VO Vertical Evolution AB	March 3, 2023	\$0.00
1201	Vabatec GmbH	March 3, 2023	\$0.00
1202	Vacmobile Corporation	June 3, 2022	\$0.00
1203	Valqari	October 26, 2022	\$0.00
1204	Variant	June 10, 2022	\$0.00
1205	Varisource	November 15, 2022	\$0.00
1206	VAST Tech Ventures Inc.	March 23, 2023	\$0.00
1207	Vectorpipe SL	November 29, 2022	\$0.00
1208	VectorZero Technologies, LLC	April 7, 2023	\$0.00
1209	Veek	March 1, 2023	\$0.00
1210	Veg'n Out	April 14, 2023	\$0.00
1211	Vehiko, Inc.	October 17, 2022	\$0.00
1212	Veles Farming j.s.a.	December 20, 2022	\$0.00
1213	VENTURE MINER, LLC	February 27, 2023	\$0.00
1214	VeraScore Inc.	July 19, 2022	\$0.00
1215	Verbato Inc.	November 30, 2022	\$0.00
1216	Verde Technologies Inc.	July 12, 2022	\$0.00
1217	Verificación de Identidad SUMA SAPI de CV	July 8, 2022	\$0.00
1218	VerifyEd	December 28, 2022	\$0.00
1219	VersTrade Nederland B.V.	January 4, 2023	\$0.00

Warrant #	Company Name	Warrant Date	Cure
1220	Versy FZCO	October 27, 2022	\$0.00
1221	VertiTech Inc.	March 2, 2023	\$0.00
1222	Vertus Energy	June 3, 2022	\$0.00
1223	Vesta Equity	November 2, 2022	\$0.00
1224	Vesto LLC	January 31, 2023	\$0.00
1225	Vestr Inc	January 13, 2023	\$0.00
1226	Videolinq	August 25, 2022	\$0.00
1227	VideoXRM Inc.	December 2, 2022	\$0.00
1228	Vidstep	February 7, 2023	\$0.00
1229	Vie Incorporated	March 8, 2023	\$0.00
1230	Vihreä Älyenergia	January 13, 2023	\$0.00
1231	VIIRA	December 10, 2022	\$0.00
1232	VinnCorp	October 15, 2022	\$0.00
1233	Vino Experiencias SA de CV	June 30, 2022	\$0.00
1234	VIPR Official	January 18, 2023	\$0.00
1235	Viritech Ltd	September 30, 2022	\$0.00
1236	Virtus Solis Technologies, Inc.	January 10, 2023	\$0.00
1237	Visionaize Inc.	October 6, 2022	\$0.00
1238	Visiondrill Technology, LLC	February 16, 2023	\$0.00
1239	Visiondrill Technology, LLC	March 17, 2024	\$0.00
1240	Visonomic AS	October 31, 2022	\$0.00
1241	Visual Sound Ascension	April 14, 2023	\$0.00
1242	Visualax Ltd.	July 28, 2022	\$0.00
1243	Vivifi Medical	June 30, 2022	\$0.00
1244	Vog App Developers	December 1, 2022	\$0.00
1245	Voice Life FZCO	December 5, 2022	\$0.00
1246	Von Perry Inc.	June 13, 2022	\$0.00
1247	Vortechs	July 19, 2022	\$0.00
1248	Vroom Solar Inc.	August 23, 2022	\$0.00
1249	VS Auto Management Inc.	August 21, 2022	\$0.00
1250	Vula Labs	February 6, 2023	\$0.00
1251	Vusoor	March 31, 2023	\$0.00
1252	Warburg Way Medical	September 30, 2022	\$0.00
1253	Waterwa Holding LTD	December 13, 2022	\$0.00
1254	WAU Motors Limited	February 17, 2023	\$0.00
1255	WAVA Water	October 31, 2022	\$0.00
1256	Wavepiston	February 16, 2023	\$0.00
1257	We Book You	June 13, 2022	\$0.00
1258	Webtalk	February 8, 2023	\$0.00
1259	WeConcile	August 24, 2022	\$0.00
1260	Weddily, Inc.	July 28, 2022	\$0.00
1261	WELLOCITI	January 25, 2023	\$0.00
1262	WeLoveDigi EOOD	March 9, 2023	\$0.00
1263	WelSpot	January 11, 2023	\$0.00
1264	Werover GmbH	February 3, 2023	\$0.00
1265	Whooshh Innovations, Inc.	February 28, 2023	\$0.00
1266	WiGL Inc	February 8, 2023	\$0.00
1267	Windansea Coffee	August 5, 2022	\$0.00
1268	Windtrolls Ltd. & Co. KG	November 30, 2022	\$0.00
1269	Wingsure Inc.	September 8, 2022	\$0.00
1270	Wiscount Corporation (PayTalk)	September 30, 2022	\$0.00
1271	WiseAlpha Technologies Limited	February 22, 2023	\$0.00
1272	Wisepath Corp.	October 29, 2022	\$0.00

Warrant #	Company Name	Warrant Date	Cure
1273	Witl LLC	July 8, 2022	\$0.00
1274	Wombo Gaming	March 3, 2023	\$0.00
1275	Wonderverse Inc	February 20, 2023	\$0.00
1276	Wongleer, LLC	January 13, 2023	\$0.00
1277	Worknmates	March 31, 2023	\$0.00
1278	Workzinga	January 13, 2023	\$0.00
1279	Wosler Corp	October 28, 2022	\$0.00
1280	Writerly	December 22, 2022	\$0.00
1281	Wubits	November 29, 2022	\$0.00
1282	www.ridealike.com	August 31, 2022	\$0.00
1283	Xcellent Life	January 16, 2023	\$0.00
1284	Xctuality Pte Ltd	December 6, 2022	\$0.00
1285	Xenoil, Inc.	February 26, 2023	\$0.00
1286	xG Studios	December 10, 2022	\$0.00
1287	Xpertifi Skills Tech Pvt Ltd.	July 8, 2022	\$0.00
1288	Xplore Cloud Inc	March 14, 2023	\$0.00
1289	XTR Ai Development SRL	February 15, 2023	\$0.00
1290	XYZ	November 25, 2022	\$0.00
1291	xyz company	April 12, 2023	\$0.00
1292	yasdf	April 10, 2023	\$0.00
1293	Yield Systems	October 7, 2022	\$0.00
1294	Yieldtrust aka Yieldvestor Group Ltd and Yieldvestor Corp.	November 17, 2022	\$0.00
1295	Yokal Sports	February 11, 2023	\$0.00
1296	Yoko	July 15, 2022	\$0.00
1297	YOLOgram	January 15, 2023	\$0.00
1298	Yoton Yo Studios Inc.	December 23, 2022	\$0.00
1299	YOUR ONE STOP SHOP SRL	February 23, 2023	\$0.00
1300	YourKitchen	June 7, 2022	\$0.00
1301	Yowo Solutions Inc.	December 5, 2022	\$0.00
1302	YumitPay	December 1, 2022	\$0.00
1303	Zarttech	November 7, 2022	\$0.00
1304	Zarv	March 17, 2024	\$0.00
1305	ZatFit Ltd.	July 28, 2022	\$0.00
1306	Zeabuz	December 3, 2022	\$0.00
1307	Zembra LLC	December 23, 2022	\$0.00
1308	Zero Company	March 15, 2023	\$0.00
1309	Zipinmail	February 17, 2023	\$0.00
1310	ZOCO Lab	June 30, 2022	\$0.00
1311	Zoksh	November 2, 2022	\$0.00
1312	Zolodia Inc.	October 25, 2022	\$0.00
1313	Zoombang	December 27, 2022	\$0.00
1314	Zro Inc.	October 20, 2022	\$0.00
1315	ZuSo Technologies, Inc.	December 30, 2022	\$0.00
1316	Zxord Pte. Ltd. (Xord Pte. Ltd.)	December 3, 2022	\$0.00
1317	Zylch Inc.	July 8, 2022	\$0.00
Stock	KingsCrowd LLC (2,167,610 shares of Class A common stock)		N/A

Exhibit “2”

**NOTICE TO WARRANT ISSUERS OF TRUSTEE’S
REQUESTS FOR FINANCIAL INFORMATION
PURSUANT TO ACCELERATOR WARRANT SECTION 2**

TO ALL ISSUERS OF ANY AND ALL WARRANTS LISTED AS SALE ASSETS ON THE FOREGOING **EXHIBIT “1”** (SALE ASSETS / EXECUTORY CONTRACT SCHEDULE), PLEASE TAKE NOTICE THAT:

Randolph Osherow, the Chapter 7 Trustee appointed for and in the Chapter 7 bankruptcy case of ASTRALABS, Inc. (the “Debtor”), hereby formally and respectfully requests that each and every issuer (“Issuer(s)”) of any Warrant(s) listed as a Sale Asset on the foregoing **Exhibit “1”** (Sale Assets / Executory Contract Schedule) disclose to the Trustee, **BY NO LATER THAN MAY 30, 2024**, the following requested financial disclosures pursuant to Section 2 of the Warrant(s) (Information Rights):

1. Any and all information the Issuer has provided to prospective investors in connection with a potential capital raise over the preceding 12 calendar months.
2. The Issuer’s most recent annual audited financial statements, if any.
3. The Issuer’s most recent quarterly, unaudited financial statements.
4. Any and all other “off-the-shelf” information that the Issuer customarily provides, or would like to provide, to a potential investor.

PLEASE TAKE FURTHER NOTICE THAT:

Any breach of, or failure to comply by an Issuer with, the foregoing Information Rights obligations, pursuant to section 2 of the Warrant(s), shall result in the “automatic extension of the Warrant Period to 10 years, commencing from the initial date of this Warrant.”

Such requested disclosures should be provided to the Trustee’s Sale Agent:¹

Chad Harding
PEAK Technology Partners, LLC
135 Main Street, Suite 1300
San Francisco, California 94105
E-mail: chad@peak-tech.com
Telephone: (801) 835-9000

¹ Any request to discuss legal matters should be directed to the Trustee’s counsel: Jay Ong, Munsch Hardt Kopf & Harr, P.C., 1717 West 6th Street, Suite 250, Austin, Texas 78703, E-mail: jong@munsch.com; Telephone: (512) 391-6100.

Exhibit “3”

Form of Non-Disclosure Agreement



PEAK Technology Partners, LLC
135 Main St Suite 1300
San Francisco, CA 94105

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("**Agreement**"), dated as of _____ is made by and between PEAK Technology Partners, LLC ("**PEAK**") and _____ (the "**Company**"). PEAK and the Company would like to protect the confidentiality of, maintain their respective rights in, and prevent the unauthorized use and disclosure of their valuable confidential information. Accordingly, PEAK and the Company hereby agree as follows:

1. CONFIDENTIAL INFORMATION. As used in this Agreement, "Confidential Information" means all nonpublic information disclosed by one party or its agents ("**Disclosing Party**") to the other party or its agents ("**Receiving Party**") that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation (i) nonpublic information relating to the Disclosing Party's technology, customers, business plans, promotional and marketing activities, finances and other business affairs, and (ii) third-party information that the Disclosing Party is obligated to keep confidential.

2. EXCLUSIONS. Confidential Information does not include any information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by documentation to have been known to the Receiving Party at the time of its receipt from the Disclosing Party, (iii) is received from a third party who, to the knowledge of the Receiving Party, did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by documentation to have been independently developed by the Receiving Party without reference to any Confidential Information.

3. USE OF CONFIDENTIAL INFORMATION. The Receiving Party may use Confidential Information only in pursuance of its business relationship with the Disclosing Party. Except as expressly provided in this Agreement, the Receiving Party shall not disclose Confidential Information to anyone without the Disclosing Party's prior written consent. The Receiving Party shall take all reasonable measures to prevent disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. The Receiving Party shall not export any Confidential Information in any manner contrary to the export regulations of the United States.

4. RECEIVING PARTY PERSONNEL. The Receiving Party shall restrict the possession, knowledge and use of Confidential Information to its employees, contractors, professional advisors, and entities controlled by it (collectively, "**Personnel**") who have a need to know Confidential Information in connection with the parties' business relationship, and such Personnel shall be bound by and subject to the terms of this Agreement as if they were a party hereto.

5. DISCLOSURES TO GOVERNMENT ENTITIES. The Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it, provided that the Receiving Party (i) gives the Disclosing Party reasonable notice (to the extent permitted by law) to allow the Disclosing Party to seek a protective order or other appropriate remedy, (ii) discloses only such information as is required by the governmental entity, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

6. OWNERSHIP OF CONFIDENTIAL INFORMATION. All Confidential Information shall remain the exclusive property of the Disclosing Party. The Disclosing Party's disclosure of Confidential Information shall not constitute an express or implied grant to the Receiving Party of any rights to or under the Disclosing Party's patents, copyrights, trade secrets, trademarks or other intellectual property rights.

7. NOTICE OF UNAUTHORIZED USE. The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Receiving Party. The Receiving Party shall cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of such Confidential Information and prevent its further unauthorized use.



8. RETURN OF CONFIDENTIAL INFORMATION. The Receiving Party shall return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following the Disclosing Party's written request. Upon the Disclosing Party's request, the Receiving Party shall provide written certification of its compliance with this Section.

9. INJUNCTIVE RELIEF. The Receiving Party acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or an inadequate remedy. The Receiving Party therefore agrees that the Disclosing Party shall have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.

10. SCOPE; TERMINATION. This Agreement is intended to cover the Confidential Information disclosed by each party both prior and subsequent to the date hereof. This Agreement automatically shall terminate upon the completion or termination of the parties' business relationship; provided, however, that each party's obligations with respect to the other party's Confidential Information shall survive for a period of two (2) years following receipt of such Confidential Information.

11. INDEPENDENT DEVELOPMENT. The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or agreement that the Receiving Party shall not develop, or have developed for it, products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the Confidential Information, provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development.

12. MISCELLANEOUS

12.1 This Agreement shall not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each party shall act as an independent contractor and not as an agent of the other party for any purpose, and neither shall have the authority to bind the other.

12.2 This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and may be amended or modified only with the mutual written consent of the parties. Each party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other party, whether express, implied, in fact or in law. Subject to the limitations set forth in this Agreement, this Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

12.3 Any failure by either party to enforce the other party's strict performance of any provision of this Agreement shall not constitute a waiver of its right to substantially enforce such provision or any other provision of this Agreement.

12.4 If a provision of this Agreement is held invalid under any applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, any such invalid or unenforceable provision or portion thereof shall be deemed, without further action on the part of the parties hereto, modified, amended or limited to the extent necessary to render the same valid and enforceable.

12.5 This Agreement shall be governed by the internal laws of the State of Texas, without reference to its choice of law rules. The parties agree that the United States Bankruptcy Court for the Western District of Texas shall have the exclusive jurisdiction to enforce the terms of this Agreement and consent to the entry of final orders and judgment by the Bankruptcy Court in any such matter. This Agreement may be executed by facsimile and in counterpart copies.

The parties have executed this Agreement as of the date first written above.

[Signatures on Following Page]



PEAK TECHNOLOGY PARTNERS, LLC

Company: _____

By: _____

By: _____

Printed Name: Chad Harding

Printed Name: _____

Title: Managing Partner

Title: _____

Date: _____

Date: _____

Address: 135 Main St Suite 1300
San Francisco, CA 94105

Address: _____

Exhibit “4”

Form of Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

Between

ASTRALABS, Inc., d/b/a “Newchip”

as the Seller,

and

[PURCHASER],

as the Purchaser

Dated as of _____, 2024

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APPENDICES

Appendix I Designated Securities Warrants

EXHIBITS

Exhibit A Sale Approval Order

Exhibit B Assignment and Assumption Agreement

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT, dated as of _____, 2024, is made by and between (i) ASTRALABS, Inc., d/b/a “Newchip” (the “**Seller**”), as seller, and (ii) _____ (the “**Purchaser**”), as purchaser.

P R E A M B L E

WHEREAS, the Seller, in connection with operating an incubator for its customers (which included start-up and early stage companies) (“**Members**”), entered into membership and/or services agreements with the Members (the “**Membership Agreements**”) pursuant to which, among other things, the Seller agreed to provide access to such Members to the Seller’s services and resources, including its accelerator program;

WHEREAS, the Seller, in connection with entering into Membership Agreements with Members (and/or similar or related agreements with other customers), has acquired a portfolio of warrants (the “**Warrants**”) issued to the Seller by certain of such Members (and/or other Persons) that grant rights to the Seller to acquire securities from such Members (and/or Persons) under such Warrants;

WHEREAS, on March 17, 2023 (the “**Petition Date**”), the Seller filed a voluntary petition for relief under Chapter 11, Subchapter V, of title 11 of the United States Code, §§ 101, *et seq.* (as amended, the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Western District of Texas, Austin Division (the “**Bankruptcy Court**”), and which case has been assigned Case No. 23-10164 (the “**Bankruptcy Case**”);

WHEREAS, on May 12, 2023, the Bankruptcy Court entered its Order [Docket No. 89] converting the Bankruptcy Case to one under Chapter 7 of the Bankruptcy Code, and on May 12, 2023, the Bankruptcy Court appointed Randolph N. Osherow as the Chapter 7 trustee (the “**Trustee**”) to oversee the administration and management of the Seller’s bankruptcy estate arising under section 541 of the Bankruptcy Code (the “**Estate**”), its assets, and financial affairs;

WHEREAS, the Trustee has determined that a reasonably prompt disposition of the Warrants held by the Seller that are listed or described on Appendix I attached hereto (collectively, the “**Designated Securities Warrants**”) is necessary in order to preserve any value inherent in the Warrants for the benefit of the Seller’s Estate and its creditors and stakeholders;

WHEREAS, on September 6, 2023, the Bankruptcy Court entered an order authorizing the Trustee to retain PEAK Technology Partners, LLC (the “**Sale Agent**”) to act as the Seller’s agent in connection with its marketing and sale of the Estate’s assets, including Warrants;

WHEREAS, Purchaser desires to acquire the Designated Securities Warrants;

WHEREAS, upon the terms and subject to the conditions set forth herein and pursuant to Sections 363 and 365 of the Bankruptcy Code, the Seller desires to sell, transfer, convey, assign, and deliver to the Purchaser, and the Purchaser desires to purchase and accept from the Seller, the Designated Securities Warrants as contemplated herein; and

WHEREAS, the parties desire to consummate the Proposed Transactions (as defined below) pursuant to this Asset Purchase Agreement, together with the appendices, exhibits, and schedules attached hereto (collectively, this “**Agreement**”), as promptly as practicable after the Bankruptcy Court enters an order approving the Proposed Transactions.

NOW, THEREFORE, in consideration of the foregoing and of the representations, warranties, covenants, and agreements made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Definitions. The following words and terms as used in this Agreement shall have the following meanings:

“**Action**” means any demand, claim, action, suit or proceeding, arbitral action, inquiry, criminal prosecution, or investigation by or before any Governmental Authority.

“**Affiliate**” (and, with a correlative meaning, “*affiliated*”) means, with respect to any Person, any other Person that directly, or through one or more intermediaries, controls or is controlled by or is under common control with such Person, including any Subsidiary of such Person, and further encompasses the definition of “Affiliate” set forth in section 101(2) of the Bankruptcy Code. As used in this definition, “*control*” (and, with correlative meanings, “*controlled by*” and “*under common control with*”) means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or other ownership interests, by contract or otherwise).

“**Agreement**” has the meaning specified in the Preamble.

“**Assignment and Assumption Agreement**” has the meaning specified in Section 4.2(b).

“**Assumed Liabilities**” has the meaning specified in Section 2.2.

“**Bankruptcy Case**” has the meaning specified in the Preamble.

“**Bankruptcy Code**” has the meaning specified in the Preamble.

“**Bankruptcy Court**” has the meaning specified in the Preamble.

“**Bid Procedures**” means those certain bid procedures relating to the sale of certain Warrants that were approved by the Bankruptcy Court pursuant to the Trustee’s Second Motion (I) for Authority to Sell Designated Securities and Warrants, Free and Clear of All Liens, Claims, and Encumbrances; (II) for Approval of Notice, Sale, and Executory Contract Procedures; and (III) to Set Final Hearing to Approve Sale and Good Faith Designation to Prevailing Purchaser(s).

“**Business Day**” means a day other than a Saturday, Sunday, or other day on which the Federal Reserve Bank of New York is closed for business.

“**Closing**” and “**Closing Date**” have the meanings specified in Section 4.1.

“**Closing Deadlines**” has the meanings specified in Section 4.1.

“**Cure Amounts**” means all amounts necessary to cure all defaults, if any, under the Designated Securities Warrants and to pay all actual or pecuniary losses that have resulted from such defaults under the Designated Securities Warrants, as determined by the Bankruptcy Court.

“**Deposit**” has the meaning specified in Section 3.2.

“**Designated Securities Warrants**” has the meaning specified in the Preamble.

“**Effective Time**” has the meaning specified in Section 4.1.

“**Estate**” has the meaning specified in the Preamble.

“**Final Order**” means an order which has not been reversed or vacated and not stayed or subject to a stay, and as to which no motion to vacate, reconsider, alter, or amend shall be pending.

“**Governmental Authority**” means any government, governmental entity, department, commission, board, agency, or instrumentality, or any court, tribunal, or judicial body, in each case whether federal, state, commonwealth, county, provincial, local, or foreign.

“**Governmental Order**” means any Law, order, judgment, injunction, decree, stipulation, or determination issued, promulgated, or entered by or with any Governmental Authority of competent jurisdiction.

“**Law**” means any law, ordinance, regulation, rule, code, or rule of common law, or otherwise of any Governmental Authority.

“**Lien**” means any security interest, pledge, mortgage, lien, charge, hypothecation, adverse claim of ownership or use, restriction on transfer (such as a right of first refusal or other similar right), defect of title, or other encumbrance of any kind or character.

“**Members**” has the meaning specified in the Preamble.

“**Membership Agreements**” has the meaning specified in the Preamble.

“**Other Transaction Documents**” has the meaning specified in Section 5.2.

“**Permitted Encumbrances**” means any rights of first refusal, rights of first offer, or similar rights or restrictions on transfer that may be set forth in a Warrant for the benefit of the issuer of the Warrant, including any right that allows the issuer of a Warrant to match and/or supersede the Purchaser’s bid to acquire the Designated Securities Warranties for the Purchase Price set forth herein.

“**Person**” means an individual, firm, partnership, limited liability company, association, unincorporated organization, trust, corporation, or any other entity, including a Governmental Authority.

“**Petition Date**” has the meaning specified in the Preamble.

“**Proposed Transactions**” means all of the transactions contemplated hereby, including the transfer, sale, conveyance, assignment, and delivery by the Seller to the Purchaser, and the acquisition by the Purchaser from the Seller, of the Designated Securities Warrants as contemplated herein and the performance by the parties of their respective covenants and obligations hereunder.

“**Purchase Price**” has the meaning specified in Section 3.1.

“**Purchaser**” has the meaning specified in the introductory paragraph to this Agreement.

“**Sale Agent**” has the meaning specified in the Preamble.

“**Sale Approval Order**” means an order of the Bankruptcy Court approving this Agreement and the Proposed Transactions in the form of **Exhibit A**.

“**Securities Act**” means the Securities Act of 1933, as amended.

“**Seller**” has the meaning specified in the introductory paragraph to this Agreement.

“**Tax**” or “**Taxes**” means any federal, commonwealth, state, county, provincial, local, or foreign income, gross receipts, sales, use, ad valorem, employment, severance, transfer, gains, profits, excise, franchise, personal and real property, capital stock, premium, minimum and alternative minimum, or other taxes, fees, levies, licenses, duties, assessments, or charges of any kind or nature whatsoever imposed by any Governmental Authority (whether payable directly or by withholding and including any tax liability incurred or borne as a transferee or successor or by contract, or otherwise), together with any interest, surcharges, penalty (civil or criminal), or additional amounts imposed by, any Governmental Authority with respect thereto.

“**Termination Date**” has the meaning specified in Section 11.1(c).

“**Transaction Taxes**” has the meaning specified in Section 4.4.

“**Trustee**” has the meaning specified in the Preamble.

“**Warrants**” has the meaning specified in the Preamble.

ARTICLE 2. PURCHASE AND SALE OF DESIGNATED SECURITIES WARRANTS

2.1 Purchase of the Designated Securities Warrants. Upon the terms and subject to the conditions of this Agreement, at and as of the Effective Time, the Seller shall sell, transfer, convey, assign, and deliver to the Purchaser, and the Purchaser shall purchase and accept from the Seller, all right, title, and interest of the Seller (if any) in and to the Designated Securities Warrants.

2.2 Assumed Liabilities. At and as of the Effective Time, the Purchaser shall assume any and all of the Liabilities of the Seller, if any (collectively, the “**Assumed Liabilities**”), accruing or due to be performed from and after the Effective Time pursuant to or in respect of all Designated Securities Warrants, if any, and to the extent the Bankruptcy Court authorizes assumption and assignment of such Designated Securities Warrants.

2.3 Cure Amounts. The Purchaser shall pay all Cure Amounts (if any) in respect of the Designated Securities Warrants at or prior to the Closing. Nothing in this Agreement or any Other Transaction Document, nor the consummation of the Proposed Transactions, shall be construed as an attempt or agreement to assign any Designated Securities Warrant unless and until the Purchaser shall have paid the Cure Amounts (if any) with respect to such Designated Securities Warrant. The Purchase Price shall not be reduced by any Cure Amounts paid by the Purchaser, and the Purchaser shall not be entitled to any contribution from the Trustee or the Seller to reimburse the Purchaser for any such Cure Amounts.

2.4 No Assignment of Membership Agreements. The parties hereto agree that the Seller is not transferring to the Purchaser, and the Purchaser is not acquiring, any Membership Agreements.

ARTICLE 3. CONSIDERATION

3.1 Consideration. The purchase price payable by the Purchaser to the Seller in consideration of the sale, transfer, conveyance, assignment, and delivery of the Designated Securities Warrants to the Purchaser, and in reliance upon the representations, warranties, covenants, and agreements of the Seller set forth herein, is an amount equal to \$_____.00 (the “**Purchase Price**”). The Purchase Price will not be reduced by any Cure Amounts (if any) paid by the Purchaser pursuant to Section 2.3. As additional

consideration for the transfer of the Designated Securities Warrants to the Purchaser hereunder, the Purchaser shall assume the Assumed Liabilities pursuant to Section 2.2.

3.2 Deposit. The Purchaser has complied with all provisions of the Bid Procedures that require the Purchaser to make a 10% earnest money deposit with the Sale Agent as such terms are defined in the Bid Procedures (the “Deposit”). The Sale Agent shall hold and disburse the Deposit pursuant to the terms and conditions of the Bid Procedures. If the Closing occurs, then on the Closing Date, the Sale Agent shall deliver the Deposit to the Seller (and such Deposit will be credited against the Purchase Price). If the Closing does not occur and this Agreement is terminated under Section 11.1, then the Deposit will either be returned by the Sale Agent to the Purchaser, or delivered by the Sale Agent to the Seller, in each case in accordance with the provisions of the Bid Procedures.

ARTICLE 4. CLOSING

4.1 Closing. The consummation of the Proposed Transactions (the “Closing”) shall take place on the first Business Day following the satisfaction or waiver of all conditions set forth in Article 9 (other than those conditions that by their terms are to be satisfied at the Closing) (the “Closing Date”) commencing at 10:00 a.m. at the offices of Munsch Hardt Kopf & Harr, P.C., Hartland Plaza, 1717 West 6th Street, Suite 250, Austin, Texas 78703, and/or remotely by exchange of documents and signatures (or their electronic counterparts), or at such other time, place and date as may be mutually agreed upon by the Purchaser and the Seller. The Closing will be effective as of 12:01 a.m. (“Effective Time”) on the Closing Date. Without limiting the foregoing, the Purchaser hereby agrees that (a) if the Purchaser is approved by the Bankruptcy Court as a Successful Bidder, then the Purchaser will proceed towards and will consummate the Closing no later than 5:00 p.m. (Central Time) on the first Business Day that is thirty (30) days following the entry of the Sale Approval Order, and (ii) if the Purchaser is approved by the Bankruptcy Court as a Back Up Bidder and the Trustee notifies the Purchaser in writing of his request to proceed with the Purchaser due to a failed Closing with a Successful Bidder, then the Purchaser will proceed towards and will consummate the Closing no later than 5:00 p.m. (Central Time) on the first Business Day that is fifteen (15) days following the Trustee’s written notice to the Back Up Bidder (the deadlines referred to in this sentence being the “Closing Deadlines”).

4.2 The Seller’s Deliveries.

(a) Delivery of Designated Securities Warrants. At or prior to the Closing, the Seller shall deliver to the Purchaser the Designated Securities Warrants, free and clear of all Liens other than Permitted Encumbrances, with the Purchaser hereby agreeing that any assignment of the Designated Securities Warrants to the Purchaser pursuant to this Agreement shall expressly be *cum onere*, together with, and including, such Permitted Encumbrances and any and all related provisions, rights, and obligations, but solely to the extent valid and enforceable under applicable law.

(b) Assignment and Assumption Agreement. At or prior to the Closing, the Seller shall deliver to the Purchaser the Assignment and Assumption Agreement pertaining to the transfer of the Designated Securities Warrants by the Seller to the Purchaser, and the assumption of the Assumed Liabilities by the Purchaser duly executed by the Seller, substantially in the form of Exhibit B (the “Assignment and Assumption Agreement”).

4.3 The Purchaser's Deliveries. At or prior to the Closing, the Purchaser shall deliver to the Seller the following:

(a) Purchase Price. By wire transfer of immediately available funds (pursuant to wire transfer instructions provided by the Trustee prior to Closing), an amount equal to the Purchase Price (less the Deposit);

(b) Assignment and Assumption Agreement. The Assignment and Assumption Agreement duly executed by the Purchaser; and

(c) Other Documents and Instruments. Such other endorsements, assignments, assumptions, instruments, and documents as may be reasonably requested by the Seller to consummate the Proposed Transactions, each in form and substance reasonably satisfactory to the Seller and its counsel.

4.4 Transaction Taxes. Any Taxes that may be payable by reason of the sale of the Designated Securities Warrants under this Agreement (including any transfer, sales, use, value added, gross receipts, stamp, duty, stamp duty, documentary, registration, business and occupation, and other similar taxes) ("Transaction Taxes") shall be the responsibility and obligation of the Purchaser regardless of whether any Tax authority seeks to collect such Taxes from the Seller or the Purchaser. Notwithstanding the foregoing, in no event shall any party to this Agreement be responsible for the Taxes based on net income, margin, or gain of the other party or parties that arises as a consequence of the consummation of the Proposed Transactions.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES OF THE SELLER

As a material inducement to the Purchaser to enter into this Agreement and consummate the Proposed Transactions, the Seller hereby represents and warrants to the Purchaser that the statements contained in this Article 5 are true and correct on the date hereof and as of the Closing Date (and the Purchaser acknowledges that (i) the representations and warranties being made in this Article 5 are only being made by the Seller and not by the Trustee, and (ii) the Trustee is not making, and has not made any, representations or warranties to the Purchaser, whether under this Agreement or any other agreement).

5.1 Organization. The Seller is duly organized, validly existing, and in good standing under the laws of its state of formation, except as affected by the pendency of the Bankruptcy Case. The Seller has heretofore made available to the Purchaser true, correct, and complete copies of its organizational documents as are currently in effect.

5.2 Authorization. Subject only to Bankruptcy Court approval pursuant to the Sale Approval Order, the Seller has full power and authority to execute and deliver this Agreement and each agreement, document, or instrument contemplated hereby (collectively, the "Other Transaction Documents") required to be delivered by it hereby or in connection herewith and to perform its obligations under this Agreement and the Other Transaction Documents required to be delivered by it hereby or in connection herewith and to consummate the Proposed Transactions. The execution and delivery by the Seller of this Agreement and the Other Transaction Documents required to be delivered by Seller hereby or in connection herewith and the performance by the Seller of Seller's obligations hereunder and thereunder have been duly and validly authorized by all necessary action on the part of the Seller. This Agreement and each of the Other Transaction Documents required to be delivered by the Seller hereby or in connection herewith have been, or when executed and delivered will have been, duly executed and delivered by the Seller and is, or once executed will be, the valid and binding agreement of the Seller, enforceable against it in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization,

moratorium, and other similar Laws relating to or affecting the enforceability of creditors' rights generally, general equitable principles (regardless of whether enforcement is sought in a proceeding at law or in equity) and the discretion of the courts in granting equitable remedies.

5.3 Governmental Authority Authorizations and Other Consents. Subject only to Bankruptcy Court approval pursuant to the Sale Approval Order, (i) no consent, approval, order, or authorization of, or registration, declaration, or filing with, any Governmental Authority or other Person is required in connection with the execution and delivery of this Agreement by the Seller, and (ii) no consent, approval, order, authorization of, or registration, declaration, or filing with any Governmental Authority or other Person is required in connection with the performance of this Agreement or the execution, delivery, or performance by the Seller of the Other Transaction Documents required to be delivered by it hereby or in connection herewith or the consummation by the Seller of the Proposed Transactions and fulfillment of and compliance by the Seller with the terms and conditions of this Agreement and the Other Transaction Documents required to be delivered by them hereby or in connection herewith.

5.4 Financial Advisors. The Purchaser is not and will not become obligated to pay any fee or commission or like payment to any broker, finder, or financial advisor as a result of the consummation of the Proposed Transactions based upon any arrangement made by or on behalf of Seller or the Trustee.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

As a material inducement to the Seller to enter into this Agreement and consummate the Proposed Transactions, the Purchaser hereby represents and warrants to the Seller and the Trustee that the statements contained in this Article 6 are true and correct on the date hereof and as of the Closing Date.

6.1 Organization. The Purchaser is a [ENTITY TYPE] duly organized, validly existing, and in good standing under the laws of the State of [STATE] and has all the requisite power and authority to own, operate, and lease its properties and to carry on its business as it is now being conducted.

6.2 Authorization. The Purchaser has full power and authority to execute and deliver this Agreement and the Other Transaction Documents required to be delivered by it hereby or in connection herewith, to perform its obligations under this Agreement and the Other Transaction Documents required to be delivered by it hereby or in connection herewith, and to consummate the Proposed Transactions. The execution and delivery by the Purchaser of this Agreement and the Other Transaction Documents required to be delivered by it hereby or in connection herewith and the performance by the Purchaser of its obligations hereunder and thereunder have been or will be duly and validly authorized by all necessary action on the part of the Purchaser. This Agreement and each of the Other Transaction Documents required to be delivered by the Purchaser hereby or in connection herewith have been, or when executed and delivered will have been, duly executed and delivered by the Purchaser and is, or once executed will be, the valid and binding agreement of the Purchaser, enforceable against it in accordance with their respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other similar Laws relating to or affecting the enforceability of creditors' rights generally, general equitable principles (regardless of whether enforcement is sought in a proceeding at law or in equity), and the discretion of the courts in granting equitable remedies.

6.3 Noncontravention. None of the execution and delivery by the Purchaser of this Agreement or any of the Other Transaction Documents required to be delivered by it hereby or in connection herewith, the performance by the Purchaser of its obligations hereunder or thereunder, nor the consummation by the Purchaser of the Proposed Transactions, will violate or conflict with, constitute a breach of or default under, result in the loss of any benefit under, or permit the acceleration or increase the amount or scope of any obligation under (i) the certificate of formation, operating agreement, or any other organizational document,

as the case may be, of the Purchaser, (ii) any contract or agreement to which the Purchaser is a party or by which the Purchaser (or any of its respective properties or assets) is subject or bound, (iii) any Governmental Order to which the Purchaser is party or by which the Purchaser or any of its properties or assets or any of the Designated Securities Warrants is bound, or (iv) any Law applicable to the Purchaser or by which the Purchaser or any of its properties or assets are bound.

6.4 Solvency; Availability of Funds. As of the Closing and immediately after consummating the Proposed Transactions, the Purchaser will not be insolvent (either because its financial condition is such that the sum of its debts is greater than the fair value of its assets or because the present fair value of its assets will be less than the amount required to pay its probable liabilities on its debts as they become absolute and matured). The Purchaser has or will have at the Closing sufficient funds to enable the Purchaser to pay the Purchase Price in full at the Closing and consummate the Proposed Transactions. The Purchaser has or will have at Closing sufficient access to capital to satisfy the Assumed Liabilities.

6.5 Securities Laws Representations.

(a) The Purchaser is familiar with the business and financial condition and operations of the Seller. The Purchaser has had access to such information concerning the Seller and the Designated Securities Warrants as it deems necessary to enable it to make an informed investment decision concerning the purchase of the Designated Securities Warrants. The Purchaser confirms that neither the Seller, the Trustee nor any of their Affiliates has (i) given any guarantee or representation as to the potential success, return, effect, or benefit (either legal, regulatory, tax, financial, accounting, or otherwise) of the purchase of the Designated Securities Warrants, or (ii) made any representation to the Purchaser regarding the legality of the purchase of the Designated Securities Warrants under applicable legal investment or similar laws or regulations. The Purchaser understands that no federal or state agency has passed upon the merits or risks of the purchase of the Designated Securities Warrants or made any finding or determination concerning the fairness or advisability of such purchase.

(b) The Purchaser understands and accepts that the purchase of the Designated Securities Warrants involves various risks, and the Purchaser has such knowledge, skill, and experience in business, financial, and investment matters that the Purchaser is capable of evaluating the merits and risks of the purchase of the Designated Securities Warrants. The Purchaser represents that it is able to bear any loss associated with the purchase of the Designated Securities Warrants. With the assistance of the Purchaser's own professional advisors, to the extent that the Purchaser has deemed appropriate, the Purchaser has made its own legal, tax, accounting, and financial evaluation of the merits and risks of the purchase of the Designated Securities Warrants and the consequences of this Agreement. The Purchaser has considered the suitability of the Designated Securities Warrants as an investment in light of its own circumstances and financial condition and the Purchaser is able to bear the risks associated with the purchase of the Designated Securities Warrants and its authority to purchase the Designated Securities Warrants.

(c) The Purchaser is an "accredited investor" as defined in Rule 501(a) under the Securities Act. The Purchaser agrees to furnish any additional information requested by the Seller or any of its Affiliates to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the Designated Securities Warrants. Any information that has been furnished or that will be furnished by the Purchaser to evidence its status as an accredited investor is accurate and complete and does not contain any misrepresentation or material omission.

(d) The Purchaser is acquiring the Designated Securities Warrants solely for the Purchaser's own beneficial account, for investment purposes, and not with a view to, or for resale

in connection with, any distribution of the Designated Securities Warrants. The Purchaser understands that the Designated Securities Warrants have not been registered under the Securities Act or any state securities laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the Purchaser and of the other representations made by the Purchaser in this Agreement. The Purchaser understands that the Seller is relying upon the representations and agreements contained in this Agreement (and any supplemental information) for the purpose of determining whether this transaction meets the requirements for such exemptions.

(e) The Purchaser understands that the Designated Securities Warrants are “restricted securities” under applicable federal securities laws and that the Securities Act and the rules of the U.S. Securities and Exchange Commission provide in substance that the Purchaser may dispose of the Designated Securities Warrants only pursuant to an effective registration statement under the Securities Act or an exemption therefrom. The Purchaser acknowledges that (i) any subsequent transfer of the Designated Securities Warrants, (ii) any issuance of any securities by an issuer of a Designated Securities Warrant upon exercise of a Designated Securities Warrant, and (iii) any transfer of any such securities that may be issued upon exercise of a Designated Securities Warrant may, in each case, be subject to conditions and/or restrictions on transfer imposed by the issuer of such Designated Securities Warrant (including any conditions or restrictions on transfer that such issuer may determine are necessary to ensure that an applicable federal and/or state securities law is available for such exercise, issuance and/or transfer), and neither the Seller, the Trustee, nor any of their Affiliates is making any representation or warranty to the Purchaser as to whether such issuer will or will not impose or assert any such conditions and/or restrictions on transfer.

ARTICLE 7. PRE-CLOSING COVENANTS

7.1 Consummation of Transaction. Each of the Seller and the Purchaser shall use its best efforts to take, or cause to be taken, all actions, or do, or cause to be done, all things, necessary to consummate the Proposed Transactions as promptly as practicable, and neither the Seller nor the Purchaser shall take any action after the date hereof (other than any action required to be taken under this Agreement or to which the other shall have granted its consent) that could reasonably be expected to materially delay the consummation of the Proposed Transactions. The Purchaser shall promptly take all actions reasonably requested by the Seller to assist in obtaining the Bankruptcy Court’s entry of the Sale Approval Order, such as furnishing affidavits or other documents or information for filing with the Bankruptcy Court and making the Purchaser’s employees and representatives available to testify before the Bankruptcy Court.

ARTICLE 8. POST-CLOSING COVENANTS

8.1 Further Assurances. At any time and from time to time from and after the Closing, the Seller, while the Bankruptcy Case remains pending, and the Purchaser shall, at the request the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such instruments and other documents and perform or cause to be performed such acts and provide such information, as may reasonably be requested by such other party to evidence or effectuate the transactions contemplated hereunder.

ARTICLE 9. CONDITIONS

9.1 Conditions to Each Party's Obligations. The respective obligations of each party to consummate the Proposed Transactions shall be subject to the condition that, at the Closing Date:

(a) No Stay or Injunction. There shall be no Governmental Order, or Action pending by or before any Governmental Authority to obtain a Governmental Order, to the effect that the Proposed Transactions may not be consummated as herein provided or otherwise seeking to prohibit or restrict the consummation of the Proposed Transactions; and

(b) No Threat of Injunction. No written notice shall have been received from any Governmental Authority indicating an intent to restrain, prevent, materially delay, or restructure the Proposed Transactions.

9.2 Conditions to Obligations of the Seller. The obligations of the Seller to consummate the Proposed Transactions shall be subject to the fulfillment on or prior to the Closing Date of each of the following conditions (unless waived in writing by the Seller in its absolute and sole discretion):

(a) Sale Approval Order. The Sale Approval Order shall have been entered in the Bankruptcy Case.

(b) Closing Deliveries. The Purchaser shall have tendered or delivered to the Seller the items listed in Section 4.3.

(c) Representations and Warranties of the Purchaser. Each of the representations and warranties of the Purchaser set forth in Article 6 shall be true and correct in all respects as of the date of this Agreement and shall be true and correct in all respects at and as of the Closing Date with the same force and effect as though newly made as of that date.

(d) Covenants of the Purchaser. The Purchaser shall have performed in all material respects all of its obligations under this Agreement, including payment of Cure Amounts (if any), that, by the terms of such obligations, are to be performed on or before the Closing Date.

(e) Officer's Certificate. The Seller shall have received a certificate duly executed by a senior officer of the Purchaser, in a form reasonably satisfactory to the Seller, to the effect that each of the conditions specified in Sections 9.2(c) and 9.2(d) have been satisfied.

9.3 Conditions to Obligations of the Purchaser. The obligations of the Purchaser to consummate the Proposed Transactions shall be subject to the fulfillment on or prior to the Closing Date of each of the following conditions (unless waived in writing by the Purchaser in its absolute and sole discretion):

(a) Consents and Approvals. The Seller shall have obtained any consents and/or approvals that are required from any Persons (other than the Bankruptcy Court), if any, and shall have provided evidence of the same to Purchaser.

(b) Sale Approval Order. On or prior to the Closing Date, the Sale Approval Order shall (i) have been entered in the Bankruptcy Case and become a Final Order; and (ii) have remained in full force and effect and shall not have been stayed, vacated, modified, or supplemented in any material respect without the Purchaser's prior written consent.

(c) Closing Deliveries. On or prior to the Closing Date, the Seller shall have delivered to the Purchaser the items set forth in Section 4.2.

ARTICLE 10. NO SURVIVAL; “AS IS/WHERE IS” SALE

10.1 No Survival of Representations and Warranties. None of the representations, warranties, covenants, or other agreements of the parties made herein or in any Other Transaction Document, nor any rights arising out of any breach of such representations, warranties, covenants, or other agreements, shall survive the Closing except for those covenants and agreements contained herein (including without limitation Sections 10.2 and 10.3 hereof) and therein which, by their terms, contemplate performance in whole or in part after the Closing, which shall survive in accordance with their terms. In addition, Purchaser agrees that it shall not have any right to redress or reduction of the Purchase Price, whether on account of any exceptions or matters discovered in the course of due diligence or otherwise.

10.2 Disclaimer.

(a) The Purchaser understands, acknowledges, and agrees that the Seller is not making, and hereby expressly disclaims, any representation, warranty, and/or guaranty related to:

(i) the validity, effectiveness, or legal enforceability of any Designated Securities Warrant;

(ii) the remaining exercise period (if any) and/or exercise price under any Designated Securities Warrant;

(iii) the current or potential future value of any Designated Securities Warrant or of any underlying securities of the issuer of any Designated Securities Warrant for which such Designated Securities Warrant is exercisable;

(iv) the condition of any Designated Securities Warrant; or

(v) the current or future potential financial condition and/or business prospects of any issuer of any Designated Securities Warrant.

(b) The Purchaser understands and confirms that it is not relying on any communication (written or oral) of the Seller, the Trustee, or any of their Affiliates as investment advice or as a recommendation to purchase the Designated Securities Warrants. It is understood that information and explanations related to the terms and conditions of the Designated Securities Warrants provided by the Seller, the Trustee, or any of their Affiliates will not be considered investment advice or a recommendation to purchase the Designated Securities Warrants, and that neither the Seller, the Trustee, nor any of their Affiliates is acting or has acted as an advisor to the Purchaser in deciding to purchase the Designated Securities Warrants. The Purchaser acknowledges that neither the Seller, the Trustee, nor any of their Affiliates has made any representation regarding the proper characterization of the Designated Securities Warrants for purposes of determining the Purchaser’s authority to purchase the Designated Securities Warrants.

(c) The Purchaser further acknowledges that neither the Seller, the Trustee, nor any of their Affiliates is under any obligation to make disclosures regarding any Designated Securities Warrants under applicable non-bankruptcy law, including without limitation

under any applicable state and/or federal securities laws. In deciding to purchase the Designated Securities Warrants, the Purchaser is not relying on the advice or recommendations of the Seller, the Trustee, or any of their Affiliates, and the Purchaser has made its own independent decision that the purchase of the Designated Securities Warrants is suitable and appropriate for the Purchaser and, in so doing, the Purchaser is required to rely (and is relying) exclusively on its own consultants, advisors, counsel, employees, agents, principals, and/or information, studies, investigations, and/or inspections with respect to any Designated Securities Warrant, its condition, value, and potential.

(d) The Purchaser acknowledges that neither the Seller, the Trustee nor any of their Affiliates or any other Person offered to sell the Designated Securities Warrants to it by means of any form of general solicitation or advertising, including but not limited to: (i) any advertisement, article, notice, or other communication published in any newspaper, magazine or similar media or broadcast over television or radio; or (ii) any seminar or meeting whose attendees were invited by any general solicitation or general advertising.

10.3 “AS IS/WHERE IS” SALE. EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE 5, (I) THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE DESIGNATED SECURITIES WARRANTS OR THE ASSUMED LIABILITIES, AND (II) THE PURCHASER ACKNOWLEDGES THAT THE DESIGNATED SECURITIES WARRANTS ARE BEING SOLD, TRANSFERRED, CONVEYED, ASSIGNED, AND DELIVERED TO, AND PURCHASED AND ACCEPTED BY, THE PURCHASER ON AN “AS IS/WHERE IS” BASIS.

ARTICLE 11. TERMINATION

11.1 Termination of Agreement. This Agreement may be terminated and the transactions contemplated hereby may be abandoned at any time prior to the Closing:

- (a) by the mutual written consent of the Purchaser and the Seller;
- (b) by either the Seller or the Purchaser if the Purchaser is not approved as the Successful Bidder or a Back Up Bidder in the Sale Approval Order;
- (c) if the Purchaser is approved as the Successful Bidder or a Back Up Bidder in the Sale Approval Order, then by either the Seller or the Purchaser upon written notice to the other, if the Proposed Transactions have not been consummated by the applicable Closing Deadline for the Purchaser (“**Termination Date**”), provided, however, that, if the failure to consummate the Proposed Transactions is due to material breach by the party attempting to terminate this Agreement, such party shall have no right to do so;
- (d) by either the Seller or the Purchaser, upon written notice to the other, if a Governmental Authority issues a Final Order prohibiting the Proposed Transactions; or
- (e) by the Seller, upon written notice to the Purchaser, if there shall be a material breach by the Purchaser of any representation, warranty, covenant, or agreement contained in this Agreement which would reasonably be expected to result in a failure of a condition set forth in Sections 9.2(c) or 9.2(d) to be satisfied, which breach has not been cured by the earlier of (i) 10 days after the giving of written notice by the Seller to the Purchaser of such breach and (ii) the Termination Date.

11.2 Effect of Termination. Upon the termination of this Agreement pursuant to Section 11.1, this Agreement (except this Section 11.2, Section 3.2 and Article 12) shall become void and have no further effect and there shall be no liability hereunder on the part of the Seller or the Purchaser with respect to this Agreement except in connection with its obligations set forth in such Sections and Articles.

ARTICLE 12. MISCELLANEOUS PROVISIONS

12.1 Expenses. Each party hereto will bear its own expenses in connection with the Proposed Transactions.

12.2 Public Announcements. Other than statements made in the Bankruptcy Court (or in pleadings filed therein), the Purchaser and the Seller shall consult with each other before issuing any press releases or making any public statement or other public communication with respect to this Agreement or the Proposed Transactions. The Purchaser and the Seller shall not issue any such press release or make any such public statement or public communication without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

12.3 Amendment; Waiver. None of this Agreement or the Other Transaction Documents may be amended, modified, or supplemented except by a written instrument signed by all parties hereto or thereto as the case may be. No waiver of any of the terms or provisions of this Agreement or any Other Transaction Document shall be effective unless set forth in a written instrument signed by the party granting such waiver. No waiver of any of the terms or provisions of this Agreement or any Other Transaction Document shall be deemed to be or shall constitute a waiver of any other term or provision hereof or thereof (whether or not similar), nor shall such waiver constitute a continuing waiver. No failure of a party hereto to insist upon strict compliance by the other party hereto with any covenant or agreement contained in this Agreement shall operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

12.4 Notices.

(a) All notices, requests, demands, or other communications required or permitted under this Agreement shall be in writing and mailed or delivered by facsimile transmission, hand or courier service:

If to the Seller, to: c/o Randolph N. Osherow, Chapter 7 Trustee
342 West Woodlawn, Suite 100
San Antonio, Texas 78212
Tel: (210) 738-3001
Email: rosherow@hotmail.com

With a copy, which shall not constitute notice, to:

Munsch Hardt Kopf & Harr, P.C.
1717 West 6th Street, Suite 250
Austin, Texas 78703
Attention: Jay H. Ong
Tel: (512) 391-6124
Email: jong@munsch.com

If to the Purchaser, to: [REDACTED]

With a copy, which shall not constitute notice, to:

[REDACTED]

(b) All notices and other communications required or permitted under this Agreement that are addressed as provided in this Section 12.4, (i) if delivered personally (with written confirmation of receipt) or by confirmed facsimile transmission, shall be effective upon delivery, and (ii) if delivered (A) by certified or registered mail with postage prepaid, shall be effective five (5) Business Days or (B) by an internationally recognized overnight express mail service such as Federal Express, UPS, or DHL Worldwide, with courier fees paid by the sender, shall be effective two (2) Business Days following the date when mailed or couriered, as the case may be. Either party hereto may from time to time change its address for the purposes of notices to such party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with its contents.

12.5 Succession and Assignment. This Agreement and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. None of the parties hereto may assign this Agreement or any of its rights, interest, or obligations hereunder without the prior written approval of the other. Upon any such permitted assignment, the references in this Agreement to the Seller or the Purchaser, as applicable, shall also apply to any such assignee unless the context otherwise requires. Any assignments made in contravention of the terms of this Section 12.5 shall be void *ab initio*.

12.6 Governing Law. This Agreement, the Other Transaction Documents, and the legal relations between the parties hereto shall be governed and interpreted in accordance with the laws of the State of Texas without regard to principles of conflicts of law, except to the extent that United States bankruptcy law is applicable.

12.7 Consent to Jurisdiction.

(a) Until the entry of an order either closing or dismissing the Bankruptcy Case, each party hereto hereby: (i) irrevocably elects as the sole judicial forum for the adjudication of any matter arising under or in connection with this Agreement or any Other Transaction Document, and consents to the exclusive jurisdiction of, the Bankruptcy Court; (ii) expressly waives any defense or objection to jurisdiction or venue based on the doctrine of *forum non conveniens*; and (iii) stipulates that the Bankruptcy Court shall have *in personam* jurisdiction over such party.

(b) After the entry of an order either closing or dismissing the Bankruptcy Case, each party hereto hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts in Travis County, Texas (the "Travis County Courts") in any action arising out of or relating to this Agreement or any Other Transaction Document, and each such party hereto hereby irrevocably agrees that all claims in respect of any such action shall be heard and determined in the Travis County Courts. Each party hereto, to the extent permitted by applicable Law, hereby expressly waives any defense or objection to jurisdiction or venue based on the doctrine of *forum non conveniens* and stipulates that the Travis County Courts shall have *in personam* jurisdiction and venue over such party for the purpose of litigating any dispute or controversy between the parties arising out of or relating to this Agreement or any Other Transaction Document. In the event that either party hereto shall commence or maintain any action arising out of or relating to this Agreement or any Other Transaction Document in a forum other than the Travis County Courts,

the other party hereto shall be entitled to request the dismissal or stay of such action, and each party hereto stipulates for itself that such action shall be dismissed or stayed. To the extent that either party hereto has or hereafter may acquire any immunity from the jurisdiction of the Travis County Courts or form any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, or otherwise) with respect to itself or its property, each such party hereby irrevocably waives such immunity.

12.8 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER TRANSACTION DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 12.8.

12.9 Entire Agreement. This Agreement, the Non-Disclosure Agreement dated as of [REDACTED], 2024, between Seller and Purchaser and the Other Transaction Documents, each of which are incorporated herein, embody the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements, commitments, arrangements, negotiations, or understandings, whether oral or written, between the parties hereto, their respective Affiliates or any representatives of any of them with respect thereto. There are no agreements, covenants, or understandings with respect to the subject matter of this Agreement or the Other Transaction Documents other than those expressly set forth or referred to herein or therein, or in an order of the Bankruptcy Court and no representations or warranties of any kind or nature, whatsoever, express or implied, have been made or shall be deemed to have been made by the parties hereto except those expressly made in this Agreement and the Other Transaction Documents.

12.10 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable Law in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed, and enforced in such jurisdiction in such manner as will effect as nearly as lawfully possible the purposes and intent of such invalid, illegal, or unenforceable provision. To the extent permitted by Law, the parties hereto waive any provision of Law that renders any such provision prohibited or unenforceable in any respect. Notwithstanding anything to the contrary set forth herein, the provisions hereof for entry of the Sale Approval Order are not severable and may not be reformed.

12.11 No Third Party Beneficiaries. Except as and to the extent otherwise provided herein, nothing in this Agreement is intended, nor shall anything herein be construed, to confer any rights, legal or equitable, in any Person other than the parties hereto and their respective successors and permitted assigns.

12.12 Exhibits, Appendices and Schedules. All Appendices, Exhibits, and Schedules hereto, or other documents expressly referenced in and incorporated into this Agreement, are hereby incorporated into this Agreement and are hereby made a part hereof as it set out in full in this Agreement.

12.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

THE SELLER:

ASTRALABS, Inc., d/b/a “Newchip

By: _____
Name: Randolph N. Osherow
Title: Trustee

THE PURCHASER:

By: _____
Name: _____
Title: _____

EXHIBIT A

Sale Approval Order

[to be attached]

EXHIBIT B

Assignment and Assumption Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made to be effective as of [_____] (the “**Effective Date**”), by and between (i) ASTRALABS, Inc., dba “Newchip” (“**Seller**”), and (ii) [_____] (“**Purchaser**”). This Agreement is executed pursuant to the terms of that certain Asset Purchase Agreement, dated as of [_____] , by and among Seller and Purchaser (the “**Purchase Agreement**”).

In consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

1. **Capitalized Terms**. Any capitalized term not defined in this Agreement shall have the meaning assigned to such term in the Purchase Agreement.

2. **Assignment of Designated Securities Warrants**. Seller hereby sells, assigns, grants, conveys, and transfers to Purchaser all of Seller’s right, title, and interest, if any, in and to the Designated Securities Warrants listed on Appendix 1 hereto. Purchaser hereby accepts such assignment and transfer of the Designated Securities Warrants.

3. **Assumption of Assumed Liabilities**. Upon the terms and subject to the conditions of the Purchase Agreement, Seller hereby assigns to Purchaser, and Purchaser hereby assumes from Seller and shall thereafter be responsible for the payment, performance, or discharge of the Assumed Liabilities (if any). For the avoidance of doubt, as of the Effective Date, Purchaser shall be responsible for the payment, performance, or discharge of the Assumed Liabilities regardless of when such Assumed Liabilities arose.

4. **Purchase Agreement**. Notwithstanding any other provisions of this Agreement to the contrary, nothing contained in this Agreement shall in any way supersede, replace, restate, amend, expand, or otherwise modify in any way any provision or limitation of the Purchase Agreement or any rights, obligations, representations, warranties, or remedies of the parties under the Purchase Agreement. This Agreement is being delivered pursuant to the Purchase Agreement to effect the transfer of the Designated Securities Warrants and the Assumed Liabilities pursuant to the Purchase Agreement, and it is subject to all of the terms, conditions, and limitations set forth in the Purchase Agreement.

5. **Governing Law**. This Agreement shall be governed and interpreted in accordance with the laws of the State of Texas without regard to principles of conflicts of law, except to the extent that United States bankruptcy law is applicable.

6. **Further Assurances**. Each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

7. **No Third-Party Beneficiaries**. The sole purpose hereof is to transfer and convey to Purchaser the Designated Securities Warrants and the Assumed Liabilities and to evidence the assumption by Purchaser of the Assumed Liabilities and not to create third-party beneficiary rights.

8. **Counterparts**. This Agreement may be executed (including by facsimile or other electronic transmission) in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

9. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

The undersigned have caused this Agreement to be executed as of the Effective Date.

SELLER:

ASTRALABS, INC., d/b/a "NEWCHIP"

By: _____
Name: Randolph N. Osherow
Title: Trustee

PURCHASER:

[]

By: _____
Name:
Title:

Appendix 1 to Assignment and Assumption Agreement

Designated Securities Warrants

Warrant Date	Warrant Issuer

Exhibit “5”

Proposed Final Sale Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

In re: §
§ **Case No. 23-10164-smr**
ASTRALABS, INC., §
§ **Chapter 7**
Debtor. §

**ORDER GRANTING TRUSTEE’S SECOND MOTION FOR
AUTHORITY TO SELL DESIGNATED SECURITIES AND WARRANTS,
FREE AND CLEAR OF ALL LIENS, CLAIMS, AND ENCUMBRANCES,
AND PROVIDING RELIEF PURSUANT TO 11 U.S.C. § 363(b), (f), AND (m)**

CAME ON FOR CONSIDERATION the *Second Motion (I) for Authority to Sell Designated Securities and Warrants, Free and Clear of All Liens, Claims, and Encumbrances; (II) for Approval of Notice, Sale, and Executory Contract Procedures; and (III) to Set Final Hearing to Approve Sale and Good Faith Designation to Prevailing Purchaser(s)* [Docket No. ###] (the “Sale Motion”),¹ filed by Randolph N. Osherow, not individually but in his capacity as the duly appointed chapter 7 trustee (the “Trustee”) for and on behalf of ASTRALABS, Inc., d/b/a “Newchip” (the “Debtor”) and its bankruptcy estate arising under 11 U.S.C. § 541 (“Estate”).

¹ Capitalized terms used herein, not otherwise defined, shall be given the meaning ascribed in the Sale Motion.

After reviewing and considering the Sale Motion, the evidence, representations of counsel, argument presented at a hearing before the Court (the “Final Sale Hearing”), and the entire record before it; and this Court having found that the relief requested in the Sale Motion is in the best interests of the Debtor, the Estate, its creditors and stakeholders, and all other parties-in-interest; and this Court having determined that the legal and factual bases set forth in the Sale Motion and considered at the Final Sale Hearing establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing, the Court further finds and concludes as follows²:

A. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(a) and 1334(b) and the standing Western District of Texas Order of Reference of Bankruptcy Cases and Proceedings. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and a matter that arises exclusively under the provisions of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (as amended, the “Bankruptcy Code”) and as to which the Court accordingly has the power consistent with the United States Constitution to enter a final order. The Trustee has expressly consented to such a final disposition by this Court. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. On March 17, 2023 (the “Petition Date”), the Debtor commenced the above-captioned and numbered case (the “Bankruptcy Case”) by filing a voluntary petition for relief under chapter 11, subchapter V, of the Bankruptcy Code, thereby creating the Debtor’s Estate.

C. On May 12, 2023 (the “Conversion Date”), the Court entered its *Order Converting Case to Chapter 7* [Docket No. 89], converting the Bankruptcy Case to chapter 7, discharging the subchapter V trustee, and appointing the Trustee as the interim trustee to oversee the

² Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. *See* Fed. R. Bankr. P. 7052.

administration, operation, and management of the Debtor's Estate and its business. No official committee has been appointed in the Bankruptcy Case.

D. Among the assets of the Debtor's bankruptcy Estate, the Debtor owns a portfolio of certain warrant securities issued to the Debtor generally by former customers (collectively, the "Warrants"), which appear to comprise the Debtor's primary assets. Although the forms of the Warrants evolved over time and therefore are not identical, the Warrants generally expire after certain periods (*e.g.*, twenty-four months after the effective date), subject to certain provisions for periodic disclosure obligations and potential extension.

E. As of the Petition Date, the Debtor's Estate also held, and holds, 2,167,610 shares of Class A common stock in that certain company known as KingsCrowd LLC ("KingsCrowd Stock").

F. Also as of the Petition Date, the U.S. Small Business Administration ("SBA"), holds a claim in the amount of \$519,401.25, secured by perfected liens and security interests in a substantially all of the Debtor's personal property ("SBA Claim"). *See* Proof of Claim dated July 12, 2023, and assigned Claim No. 228-1 in the official Claims Register maintained by the Clerk of the Court for the Bankruptcy Case. The SBA Claim accrues annual interest at a rate of 3.75% per year. *Id.* at 2.

G. On July 11, 2023, this Court entered its Order [Docket No. 172] extending the deadline for the Trustee to seek to assume or reject executory contracts as provided in section 365 of the Bankruptcy Code through October 11, 2023 (the "Assumption / Rejection Deadline"). On October 10, 2023, this Court entered its Order [Docket No. 336] further extending the Assumption / Rejection Deadline to January 15, 2024, without prejudice to other and further requests. On January 3, 2024, the Court entered its Order [Docket No. 365], further extending the

Assumption / Rejection Deadline to April 30, 2024, without prejudice to other and further requests. On [●], 2024, the Court entered its Order [Docket No. ●], further extending the Assumption / Rejection Deadline to [●], 2024, without prejudice to other and further requests.

H. On September 6, 2023, the Court entered its Order [Docket No. 296] authorizing the Trustee to retain PEAK Technology Partners, LLC (the “Sale Agent”)—a licensed, technology-focused investment banker and securities broker specializing in sell-side transactions—to act as the Estate’s agent in connection with its marketing and sale of its assets, including Warrants.

I. On November 20, 2023, the Trustee filed an initial motion to sell a designated set of as many as one hundred fifty-eight (158) Warrants to one or more purchasers [Docket No. 351] (the “First Sale Motion”), including pursuant to express procedures specified therein and proposed to govern the requested sale process pursuant to sections 363 and 365 of the Bankruptcy Code (“First Sale Motion Procedures”).

J. As is the case with the current Motion, the First Sale Motion and First Sale Motion Procedures contemplated a successive hearing process, including: (i) an initial hearing to consider the sale procedures proposed thereunder; (ii) subject to the Court’s entry of the proposed sale procedures, a potential hearing—following notice and an opportunity to assert any and all objections to the proposed sale, other than objections based on the (as yet unknown) identity of the proposed purchaser(s)—to consider any such objections; and (iii) a final sale hearing to consider approval of the sale to the ultimate proposed purchasers resolved through the sale procedures, and any remaining, timely objections to the sale that are based on the identity of the proposed purchaser(s). *See also Certificate of Service (of Notice of Entry of Order (I) Authorizing Notice, Sale, and Executory Contract Procedures for Sale of Designated Securities*

Warrants, Free and Clear of All Liens, Claims, and Encumbrances; and (II) Scheduling Final Sale Hearing) [Docket No. 360] (“Notice of First Sale Motion Procedures”).

K. On December 19, 2023, this Court entered its initial Order [Docket No. 359] (“First Sale Motion Procedures Order”) granting the First Sale Motion, approving the First Sale Motion Procedures and the Notice of First Sale Motion Procedures, and setting a final hearing, April 18, 2024, to consider final approval of the first sale to the ultimate purchaser(s) determined through the First Sale Motion Procedures.

L. Following the filing of a number of objections, on January 26, 2024, this Court held a hearing to consider same, and on February 1, 2024, entered its *Order Overruling Objections to Trustee’s Sale of Designated Securities Warrants, Free and Clear of All Liens, Claims, and Encumbrances* [Docket No. 382].

M. In addition, in order to accommodate the First Sale Motion, the final hearing scheduled thereon, and the Trustee’s efforts to sell the Estate’s Warrants generally, this Court has entered successive Orders extending the deadline for the Trustee / Estate to seek to assume or reject executory contracts as provided in section 365 of the Bankruptcy Code (the “Assumption / Rejection Deadline”), without prejudice to additional requests, and with the current Assumption / Rejection Deadline being April 30, 2024. *See* Docket Nos. 172, 336, 365.

N. As of the date of entry of this Order, the First Sale Motion remains pending.

O. As set forth in the Sale Motion, the Trustee and the Sale Agent have identified for proposed Sale through the Sale Motion, [###] Warrants held by the Estate, as well as all of the Estate’s interests in the KingsCrowd Stock (collectively, the “Sale Assets”), which Sale Assets are listed on **Exhibit “1”** attached to the Sale Procedures (defined below) and incorporated herein by reference for all purposes.

P. On April [●], 2024, this Court held an initial hearing to consider the Sale Motion, pursuant to which the Court entered its Order [Docket No. ####] that, *inter alia*: (i) approved certain procedures to govern the marketing and Sale of the Sale Assets (the “Sale Procedures”), including but not limited to procedures governing the assumption and assignment of the Sale Assets to the Purchaser to the extent they constitute executory contracts within the meaning of section 365 of the Bankruptcy Code; and (ii) scheduled the Final Sale Hearing to consider the Court’s approval of the Sale to the Qualified Bidder(s) making the highest and best Qualified Bid or combination of Qualified Bids (collectively, the “Successful Bid”) for the Sale Assets (collectively, the “Successful Bidder”), as well as to the Qualified Bidder(s) making the next best and highest offer (collectively, the “Back Up Bid”) for the Sale Assets (collectively, “Back Up Bidder”).

Q. On April [●], 2024, the Court-approved *Notice of Entry of Order (I) Approving Notice, Sale, and Executory Contract Procedures for Sale of Designated Securities and Warrants, Free and Clear of All Liens, Claims, and Encumbrances; and (II) Scheduling Final Sale Hearing*, including the Sale Procedures, was served on all parties entitled to or requesting notice in the Bankruptcy Case, as well as on known interested bidders. *See* Docket No. [●].

R. Pursuant to the Sale Procedures and following the Bid Deadline set forth therein, on August 7, 2024, the Trustee filed his notice identifying the Successful Bidder, Successful Bid, Back Up Bidder, and Back Up Bid (hereinafter, “Purchaser” refers to Successful Bidder or Back Up Bidder, as applicable, and “Purchase Price” refers to the foregoing highest bid amount by the Successful Bidder or Back Up Bidder, as applicable; whichever the Trustee closes the Sale with), determined by the Trustee in consultation with the Sale Agent, in the Trustee’s reasonable business judgment and sole discretion, as follows:

Successful Bidder	Purchase Price	Sale Assets
--------------------------	-----------------------	--------------------

Back Up Bidder

Purchase Price

Sale Assets

See Docket No. [●].

S. As demonstrated by testimony and other evidence proffered or adduced at the Final Sale Hearing and the representations of counsel made on the record at the Final Sale Hearing, the Trustee and his professionals have received no other higher or better offers. The Sale process undertaken by the Trustee and his professionals with respect to the Sale Assets has been adequate and appropriate under the particular circumstances, and the Purchase Price represents the highest and best proposal received by the Trustee, thereby maximizing the value of the Sale Assets for the Debtor's Estate. Furthermore, the Purchase Price is fair and adequate and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable laws of the United States or any of its jurisdictions or subdivision.

T. The Purchase Price was negotiated by the Trustee and the Purchaser without collusion, in good faith, and at arm's length. Neither the Trustee nor the Purchaser has engaged in any conduct that would cause or permit the Purchase Price to be avoided under section 363(n) of the Bankruptcy Code. Neither the Purchaser, nor any of its affiliates or representatives, is an "insider" of the Debtor as such term is defined in section 101(31) of the Bankruptcy Code.

U. The Purchaser, to the extent it timely and fully closes and performs the Sale and APA, is hereby deemed to be a good-faith purchaser under section 363(m) of the Bankruptcy Code and, as such, shall be entitled to all of the protections afforded thereby.

V. The assumption and assignment to the Purchaser of the relevant Sale Assets, to the extent they constitute executory contracts designated by the Purchaser, is a sound and reasonable exercise of the Trustee's business judgment and complies with Bankruptcy Code section 365.

W. Further, given that the Purchaser is acquiring the assets free and clear of all liens, claims, and encumbrances pursuant to section 363(f), the Purchaser is not and cannot be a successor-in-interest to the Debtor as to any other creditor or other parties-in-interest as to such liens, claims, and encumbrances.

X. As further set forth herein, the Trustee may sell the Sale Assets free and clear of any and all liens, claims, and encumbrances, pursuant to 11 U.S.C. § 363(f), because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. In particular, subject to the provisions of this order (the “Final Sale Order”) set forth below, the SBA has consented to the entry and implementation of this Final Sale Order and to the Sale of the Sale Assets to the Purchaser.

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

1. The relief requested in the Sale Motion is GRANTED as set forth herein.
2. All objections to the entry of this Final Sale Order or to the relief granted herein, whether filed, stated on the record before the Court, or otherwise, which have not been withdrawn, waived, or settled, and all reservations of rights included therein, are denied and overruled on the merits. All objections to the entry of this Final Sale Order or to the relief granted herein that were not timely filed are hereby forever barred.
3. The proposed Sale to the Purchaser is hereby approved for the purchase and sale of the Sale Assets, free and clear of any and all liens, claims, and encumbrances, in exchange for the Purchase Price and as otherwise further set forth in the APA submitted by the Purchaser with its Qualified Bid and as may be reasonably modified by the Trustee’s consent.
4. Pursuant to section 363 of the Bankruptcy Code, the Trustee is authorized and directed to take any and all actions necessary to consummate the Sale of the Sale Assets pursuant to and in accordance with the terms and conditions of this Final Sale Order and the Sale Motion.

5. At the closing, to the extent not previously paid in full as authorized by this Court, the Trustee is authorized in the Trustee's discretion, but not required, to pay the SBA Claim to the SBA, in the amount of \$519,401.25, plus a per diem of \$53.36 calculated from and after the Petition Date to the date of payment of the SBA. In the event that the Trustee does not pay the SBA Claim at the closing of the Sale: (i) the SBA's liens and security interests securing the repayment of the SBA Claim shall automatically transfer to the proceeds of Sale received by the Trustee with the same validity, priority, and extent as existed against the Sale Assets prior to the entry of this Final Sale Order; (ii) the SBA Claim shall continue to accrue interest until paid; and (iii) the Trustee shall reserve and not expend Sale proceeds in an amount sufficient to pay in full the SBA Claim plus accrued interest, unless and until subsequently ordered otherwise by this Court upon prior notice to the SBA.

6. The Trustee is hereby authorized to pay his Sale Agent its Court-ordered commission from the proceeds of Sale and at the closing of the Sale; *provided, however*, that, as set forth in the Court's retention Order at Docket No. 296, the Sale Agent remains subject to final allowance, reconsideration, and approval by this Court of any and all reasonable and actual out-of-pocket expenses paid or payable to the Sale Agent, pursuant to an application by or for such final allowance and payment of same. All disbursements of Sale proceeds, including at the closing of the Sale, are hereby deemed to be made by and through the Trustee.

7. Any Successful Bidder or Back Up Bidder who fails to timely close on its approved bid as required under the Sale Procedures, other than for a reason determined by the Court to be entirely beyond the bidder's control is hereby deemed a defaulting Purchaser (each a "Defaulting Purchaser"). If any Successful Bidder does not close the Sale by no later than 5:00 p.m. (prevailing Central Time) on **September [●], 2024, which is the first business date that is thirty (30) days**

following entry of this Final Sale Order, the Trustee may, in his sole discretion, notify the Back Up Bidder and proceed to close the Back Up Bid with the Back Up Bidder, as Purchaser, in which event:

- a. The Trustee shall retain such Successful Bidder's Deposit, entirely and as damages for the benefit of the Estate and for all purposes; and
- b. If any Back Up Bidder does not close the Sale **by no later than 5:00 p.m. (Central Time) on the first business date that is fifteen (15) days following the Trustee's notice to the Back Up Bidder**, the Trustee shall retain such Back Up Bidder's Deposit, entirely and as damages, for the benefit of the Estate and for all purposes.
- c. Notwithstanding any other provision of this Paragraph 7, in the event there are multiple Qualified Bidders / proposed Purchasers whose Qualified Bids have been aggregated or combined under, and as, the Successful Bid or the Back Up Bid, and fewer than all of the Qualified Bidders / proposed Purchasers under such Successful Bid or Back Up Bid, as applicable, fail to close the Sale as required under these Sale Procedures, the Trustee, in his sole discretion, may nevertheless determine to proceed with closing the Sale, or the remainder of the Sale, with the remaining, non-defaulting Successful Bidders or Back Up Bidder(s), in the Trustee's sole discretion. Any Successful Bidder or Back Up Bidder who is not afforded the opportunity to close the Sale due to the default of another Successful Bidder or Back Up Bidder, as applicable, shall receive a refund of its Deposit where the Court determines that the failure to close was entirely beyond its reasonable control. In the event a Successful Bidder or Back Up Bidder defaults on its obligations to timely close the Sale as required under these Bid Procedures, any Deposit of a

non-defaulting Successful Bidder and/or Back Up Bidder shall be refunded within three (3) business days of the earlier of: (i) the closing of the Sale, if agreed by the Trustee; and (ii) the Court's determination that the failure to close was entirely beyond the bidder's reasonable control.

8. Following closing, the Trustee shall file with the Court and provide to the U.S. Trustee the statement of Sale proceeds required by Federal Rule of Bankruptcy Procedure 6004(f).

9. This Final Sale Order is binding upon all creditors of, and equity holders in, the Debtor and any and all other parties-in-interest.

10. Upon the closing and funding, the Sale Assets shall be transferred to Purchaser free and clear of any and all liens, claims, and encumbrances pursuant to 11 U.S.C. § 363(f).

11. Following the closing, the Trustee and Purchaser are authorized to file appropriate termination statements, instruments of satisfaction, or releases of all liens and to take reasonable actions to perform and implement the Purchaser's APA with the Debtor.

12. The Trustee is authorized to assume and assign to Purchaser the Sale Asset Warrants to the extent such contracts constitute executory contracts designated under the APA to be assumed and assigned to Purchaser, which designation may be modified pursuant to the terms of the APA (the "Assigned Contracts"), pursuant to sections 105(a) and 365(a) of the Bankruptcy Code, and effective as of the closing; *provided, however*, that: (i) the Assigned Contracts shall be assumed by Purchaser free and clear of all interests of any kind or nature whatsoever; (ii) the Trustee shall be permitted to execute and deliver to Purchaser all such documents and instruments as Purchaser deems necessary to assign and transfer the Assigned Contracts to Purchaser; (iii) the Assigned Contracts shall remain in full force and effect for the benefit of Purchaser,

notwithstanding any provision to the contrary and including, but not limited to, any provisions described in sections 365(b)(2), (e)(1), and (f) that prohibit, restrict, or condition such assignment or transfer; and (iv) the Purchaser assumes each and every Assigned Contract subject to any and all provisions set forth therein, including without limitation, any provision providing for a “right of first refusal” held by the issuer, any and all related rights and obligations, but solely to the extent valid and enforceable under applicable law. No cure obligations apply to the Estate’s assumption and assignment to the Purchase of the Assigned Contracts.

13. This Court retains jurisdiction to, among other things, interpret, enforce, and implement the terms and provisions of this Final Sale Order.

14. Notwithstanding Bankruptcy Rule 6004(h), this Final Sale Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing, such that, in the absence of any person or entity obtaining a stay pending appeal, the Trustee is free to close upon the Sale to the Purchaser.

###

Order submitted by:

By: /s/ Jay H. Ong

Jay H. Ong

Texas Bar No. 24028756

Beverly A. Bass

Texas Bar No. 24125116

MUNSCH HARDT KOPF & HARR, P.C.

1717 West 6th Street, Suite 250

Austin, Texas 78703

Telephone: (512) 391-6100

Facsimile: (512) 391-6149

*Counsel for Randolph N. Osherow,
Chapter 7 Trustee*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

In re: §
§ **Case No. 23-10164-smr**
ASTRALABS, INC., §
§ **Chapter 7**
Debtor. §

**ORDER (I) AUTHORIZING SALE OF DESIGNATED SECURITIES
AND WARRANTS, FREE AND CLEAR OF ALL LIENS, CLAIMS, AND
ENCUMBRANCES; (II) APPROVING NOTICE, SALE, AND EXECUTORY
CONTRACT PROCEDURES; AND (III) SETTING FINAL HEARING TO APPROVE
SALE AND GOOD FAITH DESIGNATION TO PREVAILING PURCHASER(S)**

CAME ON FOR CONSIDERATION the *Second Motion (I) for Authority to Sell Designated Securities and Warrants, Free and Clear of All Liens, Claims, and Encumbrances; (II) for Approval of Notice, Sale, and Executory Contract Procedures; and (III) to Set Final Hearing to Approve Sale and Good Faith Designation to Prevailing Purchaser(s)* (the “Motion”),¹ filed by Randolph N. Osherow, not individually but in his capacity as the duly appointed chapter 7 trustee (in such capacity, the “Trustee”), for and on behalf of ASTRALABS, Inc., d/b/a “Newchip”

¹ Capitalized terms not otherwise defined herein have those same meanings as in the Motion.

(the “Debtor”) and its bankruptcy estate (“Estate”), under the above-captioned chapter 7 bankruptcy case, and this Court having considered the Motion, the arguments and representations of the parties, and the record before it, finds and concludes² that: (i) the relief requested in the Motion, including the Sale Procedures proposed therein, is fair, reasonable, appropriate, and designed to maximize the value of the Estate’s assets sought to be sold as proposed therein (the “Sale Assets”); (ii) the Trustee has exercised his reasonable business judgment in determining to sell the Sale Assets (the “Sale”) pursuant to the Sale Procedures proposed in the Motion and as further described in the form of Asset Purchase Agreement (“APA”) proposed by the Trustee in connection with the Sale Procedures; (iii) the Trustee has formulated the Sale Procedures in good faith for the purpose of maximizing the value of the Sale Assets; (iv) notice of the Motion and opportunity for hearing on the Motion were appropriate under the particular circumstances and no other or further notice is necessary, except as set forth below; and (v) after due deliberation thereon, for all the reasons stated by the Court on the record, good and sufficient cause exists to grant the relief set forth herein as being in the best interests of the Debtor, the Estate, and its creditors. Accordingly, it is hereby:

ORDERED that the Motion is GRANTED as provided herein. It is further,

ORDERED that the Trustee is authorized to market and sell the Sale Assets listed on Exhibit 1 attached to the Sale Procedures, including the assumption and assignment to the eventual purchaser(s) (collectively, the “Purchaser”) of any Sale Assets constituting executory contracts contemplated under 11 U.S.C. § 365, to the extent designated by the Purchaser, free and clear of all liens, claims, and encumbrances, with any such interests attached to the Sale Assets to transfer

² Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. *See* Fed. R. Bankr. P. 7052.

to the proceeds of Sale in the same amount, validity, and priority and subject to the same Estate defenses, if any. It is further,

ORDERED that the Trustee through his Sale Agent may and shall proceed with marketing—and requesting information for due diligence disclosures regarding—the Sale Assets for sale pursuant to the Sale Procedures, which procedures and notice of same (“Sale Notice”) are hereby approved in their entirety in the form attached as **Exhibit “A”** to this Order and incorporated herein by reference for all purposes as fully set forth in this Order, and encompass the following schedule:³

Cure Objection Deadline / Sale Objection Deadline	5:00 p.m. on May 31, 2024
First Sale Objection Hearing	## a.m./p.m., June 17–21, 2024
Bid Deadline	5:00 p.m. on August 2, 2024
Notice of Prevailing Bid	August 7, 2024
Final Sale Objection Deadline	5:00 p.m. on August 16, 2024
Final Sale Hearing	## a.m./p.m., August 26–30, 2024
Closing Deadline	thirty (30) days following entry of Final Sale Order

The Trustee shall cause the Sale Notice to be served upon all creditors, parties-in-interest, Sale Asset issuers and counterparties, and the United States Trustee, as well as upon all parties who the Trustee is informed are interested bidders, and shall file a certificate of service with the Clerk of Court after completing service. The Trustee and his Sale Agent are authorized to take any and all actions necessary or appropriate to implement the Sale Procedures. It is further,

ORDERED that the APA in substantially the form attached to the Sale Procedures is hereby APPROVED in its entirety for use in connection with the Sale Procedures and Sale, subject to reasonable modifications pursuant to the Trustee’s sole discretion. It is further,

³ All listed times are prevailing Central time.

ORDERED that any Sale Asset issuers and counterparties—including, without limitation, issuers of Warrants included in the Sale Assets—and all other persons and entities asserting any objection to the assumption or assignment of a Sale Asset as an executory contract, other than an objection based solely on the identity of the Purchaser (*i.e.*, the proposed assignee), must file and serve upon the Trustee a written objection stating the bases for its objection and any asserted, required cure amount **by no later than 5:00 p.m. (Central Time) on May 31, 2024** (the “Cure Objection Deadline”), unless such deadline is extended by the agreement of the Trustee or by further Order of this Court. It is further,

ORDERED that any objections to the Sale that are not based solely on the identity of the Purchaser—including but not limited to objections based on any purported “right of first refusal” held by the issuer—must also be filed and served upon the Trustee **by no later than 5:00 p.m. (Central Time) on May 31, 2024** (the “Sale Objection Deadline”). It is further,

ORDERED that, in the event a timely objection is filed to the assumption and/or assignment of a Sale Asset as an executory contract or to the Sale—other than objections based solely on the identity of the Purchaser—a hearing shall be held to consider and resolve such objection(s), before the United States Bankruptcy Court, live and **in-person**⁴ before the Honorable Shad M. Robinson, United States Bankruptcy Judge, at the United States courthouse located at the **Homer J. Thornberry Federal Judicial Building, 903 San Jacinto Boulevard, Third Floor, Courtroom 1, Austin, Texas 78701, on June [17-21], 2024, [#:## a.m./p.m.] (Central Time)**. It is further,

⁴ Information on attending the hearing remotely by WebEx or telephone can be found on the Court’s website: <https://www.txwb.uscourts.gov/honorable-shad-m-robinson-us-bankruptcy-judge>.

ORDERED that any objection to the Sale or to the assignment of a Sale Asset as an executory contract that is based on the identity of the Purchaser must be filed and served upon the Trustee **by no later than 5:00 p.m. (Central Time) on August 16, 2024**. It is further,

ORDERED that, in the absence of an objection that is timely filed and served as set forth in the preceding paragraphs, the proposed cure amounts listed by the Trustee on Exhibit "1" to the Sale Procedures shall be controlling and dispositive, and any counterparty to a Sale Asset contract will be forever barred from asserting against the Debtor, the Trustee, the Estate, the Purchaser, or any assignee of such contract that any additional amounts are due on account of any defaults existing, or that such contract may not be assumed and assigned to the Purchaser, or that any other conditions to assumption or assignment or transfer by agreement must be satisfied in order to assign such contract to the Purchaser. It shall be entirely the obligation of the Purchaser to address and satisfy any and all cure amounts allowed by this Court as a condition of receiving assignment of any such contracts, without any adverse impact on its obligations to close the Sale, and without any reduction of the purchase price or any contribution from the Trustee or Estate. It is further,

ORDERED that, by no later than July 31, 2024, the Trustee shall notify the Qualified Bidder(s) who made the Successful Bid ("Successful Bidder") as well as the Qualified Bidder(s) making the Back Up Bid ("Back Up Bidder"), and file notice of same, expressly itemizing any proposed Redemption Sales agreed by the Trustee (if any), for the Court's approval at the Final Sale Hearing. It is further,

ORDERED that the Final Sale Hearing to consider final approval of the Sale of the Sale Assets to the Successful Bidder and/or Back Up Bidder, as Purchaser, and the transactions contemplated thereby, shall be held before the United States Bankruptcy Court, live and **in-person** before the Honorable Shad M. Robinson, United States Bankruptcy Judge, at the United States

courthouse located at the **Homer J. Thornberry Federal Judicial Building, 903 San Jacinto Boulevard, Third Floor, Courtroom 1, Austin, Texas 78701, on August [26-30], 2024, at [#:## a.m./p.m.] (Central Time).** It is further,

ORDERED that this Court shall retain exclusive jurisdiction over any matters related to or arising from the implementation of this Order, including, but not limited to, any matter, claim, or dispute arising from or relating to the Sale Procedures, the Sale, any Redemption Sale, and/or the implementation of this Order.

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Order respectfully submitted (agreed as to form and substance) by:

Jay H. Ong

Texas Bar No. 24028756

Beverly A. Bass

Texas Bar No. 24125116

MUNSCH HARDT KOPF & HARR, P.C.

1717 West 6th Street, Suite 250

Austin, Texas 78703

Telephone: (512) 391-6100

Facsimile: (512) 391-6149