

Exhibit A

Final Purchase Agreement

EXECUTION VERSION

ASSET PURCHASE AGREEMENT

by and among

SFX MARKETING LLC d/b/a FAME HOUSE,

UMG COMMERCIAL SERVICES, INC.

and, solely for purposes of Sections 2.1(l), 6.3(b), 6.3(c), 6.4, 6.7, 8.3, 11.2 and Article 12,

SFX ENTERTAINMENT, INC.

Dated as of May 23, 2016

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Appendix A – Defined Terms

Exhibits

- Exhibit A – Form of Transition Services Agreement**
- Exhibit B – Form of Bill of Sale**
- Exhibit C – Form of Assignment and Assumption Agreement**
- Exhibit D – Form of Trademark Assignment Agreement**
- Exhibit E – Form of Domain Name Assignment Agreement**
- Exhibit F – Bid Procedures Order**
- Exhibit G – Form of Sale Order**

Schedules

- Schedule 2.1(q) – Claims**
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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (as amended, supplemented or otherwise modified from time to time, this “**Purchase Agreement**”), dated as of May 23, 2016 (the “**Execution Date**”), is made by and between SFX MARKETING LLC, a Delaware limited liability company (“**Seller**”), UMG COMMERCIAL SERVICES, INC., a Delaware corporation (“**Purchaser**”), and, solely for purposes of Sections 2.1(l), 6.3(b), 6.3(c), 6.4, 6.7, 8.3, 11.2 and Article 12, SFX ENTERTAINMENT, INC., a Delaware corporation (“**Parent**”). Purchaser and Seller (and, solely for purposes of Sections 2.1(l), 6.3(b), 6.3(c), 6.4, 6.7, 8.3, 11.2 and Article 12, Parent) are collectively referred to herein as the “**Parties**” and each, a “**Party**”.

RECITALS

WHEREAS, Seller operates a digital marketing agency (the “**Fame House Business**”);

WHEREAS, on February 1, 2016 (the “**Petition Date**”), Parent, Seller and certain other subsidiaries and Affiliates of Parent (collectively, the “**Debtors**”) filed voluntary petitions for relief pursuant to chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 *et seq.* (the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the District of Delaware (the “**Bankruptcy Court**”);

WHEREAS, the Debtors’ chapter 11 bankruptcy cases are being jointly administered under Case No. 16-10238 (MFW) in the Bankruptcy Court (the “**Bankruptcy Cases**”);

WHEREAS, Seller desires to sell, transfer and assign to Purchaser, and Purchaser desires to acquire and assume from Seller, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, the Fame House Assets and the Assumed Liabilities, as more specifically provided herein;

WHEREAS, Seller intends to seek the entry of an order by the Bankruptcy Court approving this Purchase Agreement and authorizing Seller to consummate the transactions contemplated hereby upon the terms and subject to the conditions set forth herein; and

WHEREAS, the transactions contemplated by this Purchase Agreement will be consummated pursuant to the Sale Order to be entered in the Bankruptcy Cases under Sections 105, 363, 365 and other applicable provisions of the Bankruptcy Code, and such transactions and this Purchase Agreement are subject to the approval of the Bankruptcy Court.

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

ARTICLE 1
DEFINITIONS

1.1 Certain Terms Defined. Capitalized terms used in this Purchase Agreement and not otherwise defined herein shall have the meanings ascribed to such terms on Appendix A attached hereto and as set forth elsewhere herein.

1.2 Interpretation.

(a) When a reference is made in this Purchase Agreement to a section or article, such reference shall be to a section or article of this Purchase Agreement unless otherwise clearly indicated to the contrary.

(b) Whenever the words “include,” “includes” or “including” are used in this Purchase Agreement they shall be deemed to be followed by the words “without limitation.”

(c) The word “or” is not exclusive.

(d) The words “hereof,” “herein” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Purchase Agreement as a whole and not to any particular provision of this Purchase Agreement, and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, exhibits and schedules of this Purchase Agreement unless otherwise specified.

(e) The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(f) A reference to any Party to this Purchase Agreement or any other agreement or document shall include such Party’s successors and permitted assigns.

(g) A reference to any legislation or to any provision of any legislation shall include any amendment to, and any modification or reenactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

(h) Any reference in this Purchase Agreement to “\$” or “dollars” shall mean U.S. dollars.

(i) The phrases “delivered” or “made available” means that the information or material referred to has been physically or electronically delivered to the relevant parties (including material that has been posted and made accessible to Purchaser no later than two Business Days prior to the date hereof and retained through the date hereof through an electronic “virtual data room” established by or on behalf of Seller).

(j) The Parties hereto have participated jointly in the negotiation and drafting of this Purchase Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Purchase Agreement shall be construed as jointly drafted by the Parties hereto and no

presumption or burden of proof shall arise favoring or disfavoring any Party hereto by virtue of the authorship of any provision of this Purchase Agreement.

ARTICLE 2
PURCHASE AND SALE OF THE FAME HOUSE ASSETS; ASSUMPTION OF
LIABILITIES

2.1 Purchase and Sale of Fame House Assets. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, upon the terms and subject to the conditions set forth in this Purchase Agreement, at the Closing, Purchaser shall purchase, acquire and accept from Seller, and Seller shall sell, transfer, assign, convey and deliver to Purchaser, all of Seller's right, title and interest in, to and under the Fame House Assets, in all cases free and clear of all Liens, Claims, Interests or Encumbrances other than Permitted Liens and any Liens or Encumbrances included in the Assumed Liabilities; provided, that the term "Seller" as used in this Section 2.1 shall be deemed to include Parent solely in relation to the Fame House Assets described in Section 2.1(l) below. "Fame House Assets" shall mean all of the assets, properties and rights of Seller (or, solely with respect to Section 2.1(l), Parent) as of the Closing Date primarily related to the Fame House Business, whether real or personal or mixed, tangible or intangible, and wherever located, including the following specific assets as expressly set forth:

(a) all accounts receivable, credit card receivable, notes receivable, negotiable instruments, chattel paper and other receivables (including in respect of goods shipped, products sold, licenses granted, or services rendered that primarily relate to the Fame House Business and all amounts that may be returned or returnable with respect to letters of credit drawn down prior to the Closing) from third parties, together with any unpaid financing charges accrued thereon and any payments with respect thereto, primarily related to the Fame House Business;

(b) all Purchased IP, including all rights to sue or otherwise claim for past, present or future infringement or unauthorized use or disclosure or breach thereof;

(c) all PP&E;

(d) all Inventories;

(e) except to the extent related to an Excluded Asset or an Excluded Liability, all deposits (including, without limitation, Client deposits and security deposits (whether maintained in escrow or otherwise) for rent, electricity, telephone or otherwise), credits, advances, prepayments, deferred charges, rights in respect of promotional allowances, vendor rebates and other refunds, Claims, causes of action, rights of recovery, rights under warranties and guaranties, rights of set-off and the right to receive and retain mail, and other communications of Seller primarily related to the Fame House Business;

(f) all Leased Property other than the Excluded Sublease (and any such agreement and rights related thereto or under such lease to the extent that such lease is an Assumed Contract) together with all interests in and to all Improvements and fixtures located thereon or attached thereto, and other appurtenances thereto, and rights in respect thereof;

(g) all Assumed Contracts;

(h) all Books and Records (provided that Seller and/or Parent are expressly permitted to retain a copy of any Tax Returns);

(i) all Permits, to the extent transferable;

(j) except to the extent that such insurance policy is an Excluded Asset set forth in Section 2.2 below, all rights under or arising out of all insurance policies or rights to proceeds thereof (or credits or refunds thereunder) to the extent primarily relating to the Fame House Business or any of the Fame House Assets (but, in each case, excluding any such proceeds (x) related to any Excluded Liability or (y) on account of any out-of-pocket losses already paid by Seller), unless non-assignable as a matter of Law;

(k) all goodwill and other intangible assets owned by Seller to the extent primarily relating to the Fame House Business and/or the Fame House Assets;

(l) all claims and rights under non-disclosure or confidentiality, non-compete, or non-solicitation, employment, assignment of inventions or similar agreements with Employees, independent contractors or agents of Seller, Parent or with third parties, in each case primarily related to the Fame House Business;

(m) all rights under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers, contractors and any other Person to the extent relating to products sold, or services provided, to Seller that primarily relate to the Fame House Business or to the extent primarily affecting any Fame House Assets, other than any warranties, representations and guarantees pertaining to any Excluded Assets;

(n) all sales and promotional materials, marketing materials and databases, catalogues and advertising literature primarily related to the Fame House Business or Fame House Assets;

(o) all of the Fame House Business as a going concern;

(p) all supplier lists and Client lists primarily related to the Fame House Business;

(q) all causes of action, claims and demands of whatever nature primarily related to the Fame House Business and the operation of the Fame House Assets including but not limited to those set forth on Schedule 2.1(q) hereto;

(r) all rights to the telephone and facsimile numbers and email addresses owned by Seller primarily in connection with the Fame House Business, as well as rights to receive mail and other communications addressed to Seller related primarily to the Fame House Business (including mail and communications from Clients, suppliers, distributors and agents of Seller);

(s) to the extent not prohibited by applicable Law, all personnel files and employment records of the Newly Hired Employees (including, without limitation, I-9 forms and attachments);

(t) to the extent transferable, all unexpired warranties, indemnities, or guaranties from any third party primarily relating to any Fame House Asset, including any item of real property, personal property or equipment; and

(u) all proceeds and products of any and all of the foregoing Fame House Assets.

2.2 Excluded Assets. Other than the Fame House Assets as set forth in Section 2.1, Purchaser expressly understands and agrees that Purchaser is not purchasing or acquiring, and Seller is not selling or assigning, any other assets, properties or rights of Seller, and all such other assets, properties and rights shall be excluded from the Fame House Assets (the “Excluded Assets”). Notwithstanding anything in this Purchase Agreement to the contrary, Excluded Assets include the following assets, properties and rights of Seller:

(a) the corporate books and records of internal corporate proceedings (including, without limitation, stock certificates and membership interest certificates), work papers and other records of Seller as they pertain to ownership, organization, qualification to do business or existence of Seller;

(b) the rights of Seller under this Purchase Agreement, including with respect to the Cash Purchase Price, and any other Contract between Parent or any of its Affiliates, on the one hand, and Purchaser, on the other hand;

(c) all Cash;

(d) all bank accounts, checkbooks and cancelled checks of Seller;

(e) all shares of capital stock or other equity interests in or issued by Seller or any other Person, or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interests in or issued by Seller or any other Person;

(f) all Employee Benefit Plans, assets held thereunder (whether in trust or otherwise), and policies of insurance or administrative contracts relating thereto;

(g) the assets, if any, listed on Schedule 2.2(g);

(h) all rights under or arising out of insurance policies not primarily relating to the Fame House Assets and any recovery thereunder;

(i) all current and prior director and officer insurance policies of Seller, if applicable, and all rights of any nature with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries;

(j) Permits not transferred pursuant to Section 2.1(i);

(k) subject to Section 2.5, all Contracts that are not Assumed Contracts;

(l) all rights and claims of Seller for any action under the Bankruptcy Code, including avoidance actions available under Sections 544 through 553 of the Bankruptcy Code, or any rights of avoidance or transfer under applicable state law of whatever kind or nature, in each case other than rights and claims against (i) counterparties to Assumed Contracts in respect of such Contract, (ii) Newly Hired Employees (except to the extent that any Newly Hired Employee would be able to seek indemnification, reimbursement, contribution or other recourse from Seller, Parent or any of their respective Affiliates in respect of such rights or claims) and (iii) any third party with respect to an asset of a kind described in Section 2.1(a);

(m) any and all assets of Parent (other than those Parent assets specifically described in Section 2.1(l)) or of any other Debtor (except for Seller);

(n) subject to Section 7.3, all Tax assets of Seller (including Seller Refunds), together with any interest due thereon or penalty rebate arising therefrom;

(o) the Sublease, dated as of November 1, 2015, by and between Seller, as sublessee, and Mobile iPhone Guy, as lessor, for the property located at 7958 Beverly Boulevard, Los Angeles, CA 90068 (the “**Excluded Sublease**”);

(p) all insurance policies and rights thereunder listed on Schedule 2.2(p) (other than rights to proceeds thereof (or credits or refunds thereunder) to the extent relating to the Fame House Business or any of the Fame House Assets (but, in each case, excluding any such proceeds (x) related to any Excluded Liability or (y) on account of any out-of-pocket losses already paid by Seller));

(q) all credits, prepaid expenses, deferred charges, advance payments, security deposits, prepaid items and duties to the extent related to any asset that is not a Fame House Asset; and

(r) any claim, deposit, prepayment, refund, suit, cause of action, chose in action, right of recovery, right of setoff and right of recoupment or similar right of Seller (i) against, or receivable from, Parent or any of its Affiliates or any employee of Parent or any of its Affiliates that is not a Newly Hired Employee, (ii) against, or receivable from, any insurance policy by or for the benefit of any Person described in the foregoing subclause (i) or (iii) against third parties relating to assets, properties, business or operations of Parent or any of its Affiliates (other than those primarily related to the Fame House Business).

2.3 Assumption of Liabilities. Upon the terms and subject to the conditions of this Purchase Agreement, Purchaser shall, effective at the time of the Closing, assume and discharge and perform when due solely the following Liabilities of Seller, in each case other than the Excluded Liabilities (the “**Assumed Liabilities**”):

(a) all Cure Amounts;

(b) all accounts payable of the Fame House Business existing as of the Closing Date and solely to the extent arising in the Ordinary Course of Business following the Petition Date and not paid by Sellers; provided, that in no event shall the aggregate amount of all such accounts payable exceed the aggregate amount of accounts receivable to be acquired by

Purchaser at Closing pursuant to Section 2.1(a), and any such accounts payables so in excess (as identified by Purchaser) shall be deemed Excluded Liabilities hereunder;

(c) all Tax Liabilities relating to the Fame House Assets or the Fame House Business for any Tax period (or portion thereof) beginning after the Closing Date excluding Transaction Taxes;

(d) all Employee Assumption Amounts;

(e) all of Seller's Liabilities under the Assumed Contracts arising after the Closing; and

(f) all Liabilities related to Newly Hired Employees arising out of the operation or ownership of the Fame House Assets or the Fame House Business during, and related to, any period following the Closing.

2.4 Excluded Liabilities. Notwithstanding anything in this Purchase Agreement to the contrary, other than the Assumed Liabilities, Purchaser shall not assume, be deemed to have assumed, or otherwise be responsible or liable for any Liabilities of Seller (or any predecessor or Affiliate of Seller) of any nature whatsoever, including the following (the "**Excluded Liabilities**"):

(a) any and all Liabilities for indebtedness of Seller;

(b) any Liability arising out of or relating to services or products of Seller to the extent provided, developed, made or marketed, sold or distributed prior to the Closing;

(c) any Liability to any direct or indirect member or shareholder of Seller, including Parent or any other Debtor;

(d) any Liability of Seller with respect to any of its legal, accounting, financial and other advisors, including any amounts payable to Moelis & Company LLC;

(e) any Liability of Seller based upon Seller's acts or omissions occurring after the Closing, except if such acts or omissions are taken (or omitted to be taken) at the request of Purchaser in a separate writing to Seller;

(f) any Liability under or relating to any Employee Benefit Plan, whether or not such liability or obligation arises on, prior to or after the Closing Date, or any other Liability relating to the employment or termination of employment of any (i) Person employed by or providing services as an independent contractor to Seller, Parent or any of their respective Affiliates prior to the Closing or the transactions contemplated by this Purchase Agreement (including but not limited to, any severance or stay or incentive bonuses) or (ii) Person who is not a Newly Hired Employee;

(g) any Liabilities for Taxes (i) imposed on Seller or Parent or any member of an affiliated, consolidated, combined, unitary or similar group of which Seller is or has been a member for any period (including, for the avoidance of doubt, Transaction Taxes) or (ii) arising

out of or related to the Fame House Business or the Fame House Assets for all Tax periods (or portions thereof) ending on or prior to the Closing Date;

(h) any breach of Contract (excluding Purchaser's obligation to pay the Cure Amounts), tort, infringement or violation of Law arising from any facts, events or circumstances, acts or omissions arising on or prior to the Closing Date, in each case, of any kind or nature whatsoever and whether primarily related to the Fame House Assets or the Fame House Business or otherwise and regardless of when and if commenced;

(i) any and all Liabilities for: (i) costs and expenses incurred by Seller or owed in connection with the administration of the Bankruptcy Cases (including, without limitation, the U.S. Trustee fees, the fees and expenses of attorneys, accountants, financial advisors, consultants and other professionals retained by Seller and the Committee and the fees and expenses of the post-petition lenders and pre-petition lenders incurred or owed in connection with the administration of the Bankruptcy Cases); and (ii) all costs and expenses of Seller incurred in connection with the negotiation, execution and consummation of the transactions contemplated under this Purchase Agreement; and

(j) any Liability with respect to any Excluded Assets.

2.5 Assignment and Assumption of Contracts and Other Fame House Assets.

(a) Assignment and Assumption at Closing.

(i) Schedule 2.5(a) sets forth a list of all executory Contracts and unexpired leases to which Seller is party, which relate primarily to the Fame House Business and which are to be included in the Fame House Assets (the "Assumed Contracts"). From and after the date hereof and no later than two (2) days prior to the Sale Hearing, Seller shall make such additions and deletions to Schedule 2.5(a) as Purchaser shall request in writing; provided, however, that (A) Seller shall not be required to add to Schedule 2.5(a) any Contract or lease (x) to which Seller is not a party, (y) which does not primarily relate to the Fame House Business or (z) that is listed on Schedule 4.5 but not listed on Schedule 2.5(a) as of the Execution Date, and (B) no such addition or deletion shall reduce or increase the amount of the Cash Purchase Price. Any such deleted Contract or unexpired lease shall be deemed to no longer be an Assumed Contract. Any such added Contract or unexpired lease shall be deemed an Assumed Contract. All Contracts of Seller that are not listed on Schedule 2.5(a) shall not be considered an Assumed Contract and shall not be part of the Fame House Assets.

(ii) Seller shall take all commercially reasonable actions required to assume and assign the Assumed Contracts to Purchaser (other than payment of the Cure Amounts, which shall be the sole responsibility of Purchaser), including taking all commercially reasonable actions required to obtain a Bankruptcy Court order containing a finding that the proposed assumption and assignment of the Assumed Contracts to Purchaser satisfies all applicable requirements of section 365 of the Bankruptcy Code. Purchaser shall, at or prior to Closing, reasonably cooperate with Seller in meeting all requirements under section 365 of the Bankruptcy Code necessary to assign to Purchaser

the Assumed Contracts (including, without limitation, by providing “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code)).

(iii) At Closing, (A) Seller shall, pursuant to the Sale Order and the Assignment and Assumption Agreement, assume and assign to Purchaser each of the Assumed Contracts that are capable of being assumed and assigned and (B) Purchaser shall pay promptly all Cure Amounts (if any) in connection with such assumption and assignment (as agreed to among Purchaser and Seller or as determined by the Bankruptcy Court) and assume and perform and discharge the Assumed Liabilities (if any) under the Assumed Contracts, pursuant to the Assignment and Assumption Agreement(s). The Parties hereto acknowledge and agree that Seller shall not have any Liability with respect to the Cure Amounts or the payment thereof.

(b) Non-Assignment of Assets. Notwithstanding anything contained in this Purchase Agreement to the contrary, this Purchase Agreement shall not constitute an agreement to assign or transfer any Fame House Asset if, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, an attempt at assignment or transfer thereof, (i) is prohibited by applicable Law or (ii) without the consent, waiver, approval or authorization required or necessary for such assignment or transfer (including any consent, waiver, approval or authorization required or necessary from any Governmental Authority), would constitute a breach thereof. If, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code and the commercially reasonable efforts of Seller, such prohibition under applicable Law is applicable but not waived with respect to a Fame House Asset, or such consent, waiver, approval or authorization is required but not obtained with respect to a Fame House Asset, then (in any such case) neither Seller nor Purchaser shall be in breach of this Purchase Agreement nor shall the Purchase Price be adjusted nor shall the Closing be delayed or this Purchase Agreement terminated as a result thereof; provided, however, if the Closing occurs, then, with respect to any material Fame House Asset for which waiver, consent, approval or authorization to assignment or transfer thereof is required but not obtained, from and after the Closing, Seller shall reasonably cooperate with Purchaser in any reasonable arrangement Purchaser may request to (A) provide Purchaser with all of the benefits of, or under, the applicable Fame House Asset (including holding such Fame House Asset in trust for Purchaser pending receipt of the required waiver, consent, approval or authorization) and (B) at the sole cost and expense of Purchaser (including reasonable attorneys’ fees), which costs and expenses shall be paid by Purchaser to Seller within fifteen (15) Business Days of Purchaser’s receipt of the invoice(s) therefor, enforce for the account of Purchaser any rights of Seller under such Fame House Asset (including the right to elect to terminate any Assumed Contract in accordance with the terms thereof solely upon the instructions of Purchaser); provided, further, that to the extent that any such arrangement has been made to provide Purchaser with the benefits of, or under, the applicable Fame House Asset, (A) Seller shall not be required to provide such arrangement for longer than the earlier to occur of (i) the date that is one (1) year after the Closing Date and (ii) the effective date of any plan of reorganization or liquidation or dismissal or conversion of the Bankruptcy Cases (the “**Arrangement Period**”), (B) during the Arrangement Period, Purchaser shall be responsible for, and shall promptly pay, (x) all costs and expenses of Seller to establish, implement, monitor, maintain, execute on, or carry into effect any such arrangement, and (y) all payment and other obligations under such Fame House Asset (all of which shall constitute, and shall be deemed to be, Assumed Liabilities hereunder) to the same extent as if such Fame House

Asset had been assigned or transferred at Closing, and (C) after the end of the Arrangement Period, Seller shall be entitled to retain such Fame House Asset without any adjustment to the Purchase Price. The obligation of Seller to cooperate with Purchaser set forth in this Section 2.5(b) shall not require Seller to incur any expenses or Liabilities or to provide any financial accommodation or to remain secondarily or contingently liable for any Liabilities with respect to any applicable Fame House Asset. Any assignment to Purchaser of any Fame House Asset that shall, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, require the waiver of any prohibition under applicable Law or the consent, waiver, approval or authorization of any Person for such assignment as aforesaid shall be made subject to such waiver of prohibition or such consent, waiver, approval or authorization being obtained. The provisions of this Section 2.5(b) are without waiver of, and subject in all respects to, the res judicata effect of the Sale Order with respect to the assignment or transfer of any Fame House Asset.

ARTICLE 3 **CONSIDERATION**

3.1 Reserved.

3.2 Purchase Price. In consideration of the sale of the Fame House Assets to Purchaser, and upon the terms and subject to the conditions set forth herein, the purchase price (the "**Purchase Price**") for the Fame House Assets shall equal:

(a) the Cash Purchase Price, which shall be paid as set forth in Section 10.3(a), plus

(b) assumption of the Assumed Liabilities.

3.3 Allocation of Purchase Price.

(a) As promptly as practicable (and in any event within one hundred twenty (120) days) after the Closing Date, Purchaser shall prepare and deliver to Seller a statement (the "**Allocation Statement**") allocating, for Tax purposes, the Purchase Price and any other items that are treated as additional purchase price for Tax purposes (including the Assumed Liabilities) among the Fame House Assets. The Allocation Statement shall be prepared in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (and any similar provision of state, local, or foreign Laws, as applicable). Seller shall have thirty (30) days following receipt of Purchaser's proposed Allocation Statement to review and comment on such proposed allocation and Purchaser shall consider such comments in good faith. Thereafter, Purchaser shall provide Seller with Purchaser's final allocation schedule (the "**Final Allocation**"). Within thirty (30) days of any adjustment to the Purchase Price under any provision of this Purchase Agreement, Purchaser shall adjust the Final Allocation in a manner consistent with Code Section 1060 and the Treasury Regulations promulgated thereunder (as adjusted, the "**Adjusted Allocation**") and deliver a copy of the Adjusted Allocation to Seller.

(b) The Parties to this Purchase Agreement hereby agree to (i) be bound by the Final Allocation or the Adjusted Allocation, as applicable, (ii) act in accordance with the foregoing in connection with the preparation, filing and audit of any Tax Return (including,

without limitation, in the filing of IRS Form 8594 and any other corresponding Tax forms), and (iii) take no position inconsistent with the foregoing for any Tax purpose (including, without limitation, in any audit, judicial or administrative proceeding). If any state or federal Taxing authority challenges such allocation, the Party receiving notice of the challenge shall promptly provide notice to the other Parties.

3.4 Withholding. Purchaser shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Purchase Agreement to any Person such amounts as Purchaser is required to deduct and withhold under the Code, or any Tax Law, with respect to the making of such payment. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes of this Purchase Agreement as having been paid to the Person in respect of whom such deductions and withholding was made.

ARTICLE 4 **REPRESENTATIONS AND WARRANTIES OF SELLER**

Except as specifically set forth in the corresponding sections and subsections of the schedules, Seller hereby represents and warrants to Purchaser as of the Execution Date and as of the Closing Date as follows:

4.1 Organization. Seller is duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite power and authority to own, lease and operate its properties and to conduct its business in the manner in which its business is currently being conducted. Seller is qualified to do business and is in good standing in all jurisdictions where it owns or leases real property in connection with the operation of the Fame House Business or otherwise conducts the Fame House Business, except where the failure to so qualify or to so be in good standing would not be material to the operation of the Fame House Business. Seller is not a “foreign person” within the meaning of Section 1445 of the Code. Seller (a) is not in violation in any material respect of any of the provisions of its organizational documents and (b) does not have any subsidiaries.

4.2 Authorization of Agreement. Subject to entry of the Sale Order:

(a) Seller has, or at the time of execution will have, all necessary limited liability company power and authority to execute and deliver this Purchase Agreement and each Ancillary Agreement to which Seller is or will become a party and to perform its obligations hereunder and thereunder;

(b) the execution and delivery of this Purchase Agreement and each Ancillary Agreement to which Seller is or will become a party and the performance of Seller’s obligations hereunder and thereunder (including, without limitation, the consummation of the transactions contemplated by this Purchase Agreement) have been, or at the time of execution will be, duly authorized by all necessary limited liability company action on the part of Seller and no other limited liability company proceedings (member or otherwise) on the part of Seller is necessary to authorize such execution, delivery and performance; and

(c) this Purchase Agreement and each Ancillary Agreement to which Seller is or will become a party have been, or when executed will be, duly and validly executed and

delivered by Seller and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Purchase Agreement and each Ancillary Agreement to which Seller is or will become a party constitutes, or will constitute, when executed and delivered, the valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms, subject to general principles of equity.

4.3 Conflicts; Consents of Third Parties.

(a) Except as set forth on Schedule 4.3(a) and subject to entry of the Sale Order, the execution, delivery and performance by Seller of this Purchase Agreement and each Ancillary Agreement to which Seller is or will become a party, the consummation of the transactions contemplated hereby and thereby, or compliance by Seller with any of the provisions hereof and thereof do not, or will not, (A) result in the creation of any Lien upon the Fame House Assets, or (B) conflict with, or result in any violation or breach of or default (with or without notice or lapse of time, or both) under, or give rise to a right of payment, modification, acceleration, termination or cancellation under any provisions of:

(i) the certificate of formation, limited liability company agreement or comparable organizational documents of Seller;

(ii) any Assumed Contract or any Permit assigned pursuant to Section 2.1(i) (in the case of any Assumed Contract, other than with respect to the Cure Amounts and subject to the provision of adequate assurance of future performance within the meaning of Section 365 of the Bankruptcy Code);

(iii) any order, writ, injunction, judgment or decree of any Governmental Authority applicable to Seller or any of the properties or assets of Seller as of the date hereof; or

(iv) any applicable Law.

(b) Subject to entry of the Sale Order, no consent, waiver, approval, order, Permit or authorization of, or declaration, filing or registration with, or notification to, any Person or Governmental Authority is required on the part of Seller in connection with (i) the execution, delivery and performance by Seller of this Purchase Agreement or any Ancillary Agreement to which Seller is or will become a party, (ii) the compliance by Seller with any of the provisions hereof or thereof or the taking by Seller of any other action contemplated hereby or thereby, (iii) the consummation by Seller of the transactions contemplated hereby or thereby, or (iv) the assignment or conveyance by Seller of the Fame House Assets, except (A) as set forth on Schedule 4.3(b), (B) where failure to obtain such consent, waiver, approval, order, Permit, authorization or action, or to make such filing, declaration, registration or notification, would not prevent or materially delay the consummation by Seller of the transactions contemplated by this Purchase Agreement and the Ancillary Agreements, or (C) as solely relates to Purchaser.

4.4 Title to Fame House Assets; Sufficiency of Assets. Other than the Leased Property, the Licensed IP and the Occupancy Agreements, (i) Seller owns and has the good, valid, marketable and undivided legal title to all of the Fame House Assets, and (ii) Purchaser will (subject to Section 2.5(b)) be vested, to the maximum extent permitted by Sections 363 and

365 of the Bankruptcy Code, with good, valid, marketable and undivided title in, to and under the Fame House Assets free and clear of all Liens, Claims, Interests and Encumbrances, upon entry of and as provided in the Sale Order, other than Assumed Liabilities and Permitted Liens. Seller has not taken any action, or failed to take any action, which action or failure would preclude or prevent the Fame House Business as a legal matter from being conducted as now conducted, in all material respects. The Fame House Assets constitute all of the assets, rights, interests and properties of every nature and kind whatsoever necessary for Purchaser to conduct and operate the Fame House Business immediately after the Closing in substantially the same manner as conducted prior to the Closing. No Fame House Asset is subject to any agreement, written or oral, for its sale or use by any Person other than Seller. Other than the Leased Property, the Licensed IP and the Occupancy Agreements, no Person other than Seller is engaged in the operation of, or hold rights, title and interest in or to, any of the Fame House Assets.

4.5 Contracts. **Schedule 4.5** sets forth a true and complete list, as of the date hereof, of all material Contracts primarily related to the Fame House Business, including any and all material amendments, modifications, exhibits and restatements thereto and thereof in effect as of the date hereof, to which Seller is a party and the estimated Cure Amounts with respect thereto. Seller has not assigned, delegated or otherwise transferred to any third party any of its rights or obligations with respect to any such Contract. Except as set forth on **Schedule 4.5**, Seller has not, and, to Seller's knowledge, no other party to any such Contract has, commenced any action against any of the parties to any such Contract or given or received any written notice of any default or violation under any such Contract that has not been withdrawn or dismissed. Except as set forth on **Schedule 4.5**, each such Contract is, or will be as of the Closing, valid and binding on the Seller and, to Seller's knowledge, the other parties thereto in accordance with its terms, and in full force and effect in accordance with its terms. Other than the Cure Amounts or as set forth on **Schedule 4.5**, Seller is not in breach or default of its obligations under any such Contract in any material respect, no condition exists that with notice or lapse of time or both would constitute a default by Seller under any such contract in any material respect, and to Seller's knowledge, no other party to any such Contract is in material breach or default thereunder. True and complete copies of each such written Contract, and reasonably complete and accurate summaries of the material terms of each such oral Contract, have been made available by Seller to Purchaser. To Seller's knowledge, the Cure Amounts with respect to such Contracts as set forth on **Schedule 4.5** are true and correct in all material respects.

4.6 Real Property.

(a) Leased Property. **Schedule 4.6(a)** contains a true and complete list of all Leased Property. Seller has made available to Purchaser true and complete copies of all Real Property Leases and any and all amendments, modifications, supplements, exhibits and restatements thereto and thereof in effect as of the date hereof. Each Real Property Lease is in full force and effect and is valid and enforceable, in accordance with its terms. To Seller's knowledge, (i) none of the Leased Property is subject to any sublease or grant to any Person of any right to the use, occupancy or enjoyment of the Leased Property or any portion thereof that would materially impair the use of the Leased Property in the operation of the Fame House Business, (ii) the Leased Property is not subject to any use restrictions, exceptions, reservations or limitations which in any material respect interfere with or impair the present and continued use thereof in the Ordinary Course of Business, (iii) there are no pending or threatened

condemnation or other proceedings or claims relating to any of the Leased Property and (iv) there has been no default or event that with notice or lapse of time, or both would constitute a default by the Company under any of the Real Property Leases.

(b) Except as set forth on **Schedule 4.6(b)**, there exist no easements, licenses, use agreements or other occupancy agreements for real property granted by third parties to Seller that are used or expected to be used in the operation of the Fame House Business (the “Occupancy Agreements”).

4.7 **Intellectual Property.** (i) Seller exclusively owns all right, title and interest to, or is licensed or otherwise possesses legally enforceable rights to use, all IP required to operate the Fame House Business as currently conducted and can convey all Purchased IP, and its rights in and to Licensed IP, free and clear of Liens pursuant to the Sale Order, (ii) there are no pending or, to Seller’s knowledge, threatened claims by any Person alleging infringement or violation of any intellectual property rights of any Person by Seller as a result of its use of the Purchased IP, (iii) to Seller’s knowledge, the conduct of the Fame House Business does not infringe any intellectual property rights of any Person, and (iv) to Seller’s knowledge, there is no material infringement by any Person of the rights of Seller to or in connection with the Purchased IP. **Schedule 4.7** sets forth a true and complete list, as of the date hereof, of all registered and applied-for Owned IP (whether registered with the United States Patent and Trademark Office, the United States Copyright Office or otherwise) and all material Licensed IP primarily used in the operation of the Fame House Business as currently conducted.

4.8 **Permits.** **Schedule 4.8** sets forth a true and complete list of all material Permits, which constitute all Permits which are reasonably required for the operation of the Fame House Business as presently conducted. Seller has not received any written notice or other written communication from any Governmental Authority or other Person notifying Seller of the non-renewal, revocation or withdrawal of any Permit. Seller is in material compliance with the terms of the Permits and all Permits are valid and in full force and effect.

4.9 **Employees.**

(a) **Schedule 4.9(a)** sets forth a true, correct and complete list of all Employee Benefit Plans, which Employee Benefit Plans are maintained by Parent.

(b) **Schedule 4.9(b)(i)** sets forth a (i) true, correct and complete list of the names, positions, work locations, hire dates, and total compensation (listing separately applicable salaries and hourly rates), bonuses, commission, severance obligations and material prerequisite arrangements, written or unwritten, of all Employees, consultants and independent contractors engaged in connection with the Fame House Business, and indicates which of such individuals, if any, are on disability leave or any other type of leave of absence and (ii) the Employee Assumption Amount for each Employee (if such Employee were to become a Newly Hired Employee). Except as set forth on **Schedule 4.9(b)(i)**, the employment of each Employee is at-will. **Schedule 4.9(b)(ii)** lists all written (and includes a summary of the material terms of all legally binding oral) employment and consulting agreements with Employees or consultants and independent contractors engaged in connection with the Fame House Business to which Seller or Parent is a party or by which Seller or Parent is bound. Correct and complete copies of the

agreements or arrangements listed and summarized on Schedule 4.9(b)(ii) have been provided or made available to Purchaser prior to the date hereof.

(c) Neither Seller nor Parent is a party to any labor or collective bargaining agreement with respect to the Employees and no Employee is represented by any labor organization. There are no strikes, lockouts, work stoppages or slowdowns pending or, to Seller's knowledge, threatened against or involving Seller or Parent with respect to the Employees. No labor organization or group of Employees has made a demand for recognition or request for certification and there are no representation or certification proceedings or petitions seeking a representation election presently pending or, to Seller's knowledge, threatened, to be brought or filed with the National Labor Relations Board or other labor relations tribunal involving Seller or Parent with respect to the Employees. There are no unfair labor practice charges, arbitrations, grievances or complaints pending or, to Seller's knowledge, threatened in writing against Seller or Parent relating to the employment or service, or termination of employment or service, by Seller or Parent of any Employee, consultant or independent contractor engaged in connection with the Fame House Business. There are no material complaints, charges, administrative proceedings or claims against Seller or Parent pending or, to Seller's knowledge, threatened in writing to be brought or filed with, any Governmental Authority based on or arising out of the employment by Seller or Parent of any Employee. Seller has not incurred any liability or obligation under the WARN Act that remains unpaid or unsatisfied.

(d) All Persons who perform services in the United States in connection with the Fame House Business are either United States citizens or are legally permitted to work in the United States under the Immigration Reform and Control Act of 1986 and any other applicable Laws.

(e) Neither Seller nor Parent nor any ERISA Affiliate maintains, sponsors, contributes to, or has any Liability with respect to (i) any "defined benefit plan" (as defined in section 3(35) of ERISA) or any other plan subject to Title IV of ERISA, (ii) any "multiemployer plan" (as defined in section 3(37) of ERISA), (iii) any plan that provides for post retirement or post-termination medical, life insurance or other similar benefits (other than health continuation coverage required by COBRA for which the covered individual pays the full cost of coverage), (iv) any multiple employer plan (as described in section 413(c) of Code or section 210 of ERISA) or (v) any "multiple employer welfare arrangement" (as defined in section 3(40) of ERISA). Seller, Parent and the ERISA Affiliates have complied and are in compliance with the requirements of COBRA.

(f) Each Employee Benefit Plan has been maintained, funded and administered in all material respects in accordance with its terms and in compliance with applicable Laws. Each Employee Benefit Plan that is intended to be qualified within the meaning of Section 401(a) of the Code is so qualified and has received a favorable determination or opinion letter from the IRS, and, to the knowledge of the Seller, no event or circumstance exists that would reasonably be expected to cause the loss of such qualification.

(g) With respect to the Employee Benefit Plans, no action, suit or claim (other than routine claims for benefits) is pending or, to the knowledge of Seller, threatened in writing.

(h) Except as set forth on **Schedule 4.9(b)**, neither the execution, delivery or performance of this Purchase Agreement nor the consummation of the transactions contemplated hereby (whether alone or in connection with any other events(s)) will (i) accelerate the vesting or increase the amount of benefits or compensation due to any Employee or consultant or independent contractor engaged in connection with the Fame House Business or (ii) result in payments to any Person that would not be deductible under Section 280G of the Code.

4.10 **Insurance.** Seller maintains the insurance policies relating to the Fame House Business set forth on **Schedule 4.10(i)**, which schedule sets forth all insurance policies covering the property, assets, Employees and operations of the Fame House Business (including policies providing property, casualty, liability and workers' compensation coverage). Seller maintains insurance coverage against such risks and in such amounts as is customary for companies of similar size in the business in which Seller operates. Such policies are in full force and effect and, except as set forth on **Schedule 4.10(ii)** and subject to the terms of the Sale Order, will continue in full force and effect immediately following the Closing (except to the extent any such policy has been replaced with comparable substitute insurance). Seller has paid all premiums on such policies due and payable prior to the Closing Date and otherwise is in material compliance with terms and provisions of such policies.

4.11 **No Brokers or Finders.** No agent, broker, financial advisor, finder or investment or commercial banker, or other Person or firm engaged by, or acting on behalf of, Seller in connection with the negotiation, execution or performance of this Purchase Agreement or the transactions contemplated by this Purchase Agreement is or will be entitled, directly or indirectly, to any brokerage, financial advisor or finder's or similar fees or other commissions as a result of this Purchase Agreement or such transactions for which Purchaser will be responsible.

4.12 **Litigation; Proceedings.** Except for the Bankruptcy Cases, there is no Action pending or, to the knowledge of Seller, threatened against or related to the Fame House Business, whether at Law or in equity, whether civil or criminal in nature or by or before any arbitrator or Governmental Authority, nor, to the knowledge of Seller, are there any investigations relating to the Fame House Business pending or threatened (in writing) by or before any arbitrator or any Governmental Authority.

4.13 **Compliance with Laws.** Seller has materially complied with, is in material compliance with and has operated the Fame House Business in material compliance with all applicable Laws. Seller has not received any written notice or other written communication from any Governmental Authority or other Person asserting any violation of, or failure to comply with, any requirement of any applicable Law.

4.14 **Taxes.** Seller and Parent (with respect to the operations of Seller) have filed all Tax Returns required to be filed by them on or before the Closing Date with any Governmental Authority (collectively, the "Pre-Closing Returns") and have duly and timely paid all Taxes which are due and payable, whether or not in connection with such Tax Returns. The Pre-Closing Returns have been filed in accordance with all applicable Laws and, as of the time of filing, were correct and complete in all material respects. There are no Liens or Encumbrances for Taxes upon the Fame House Assets except statutory Liens or Encumbrances for current Taxes not yet due. Neither Seller nor Parent has incurred any liability for Taxes since the date of

the Historical Financial Statements outside the Ordinary Course of Business (other than as contemplated by this Agreement). Except as set forth on Schedule 4.14, neither Seller nor Parent has received written notice from a jurisdiction in which it does not currently file Tax Returns that it is or may be subject to Tax by such jurisdiction. Except as set forth on Schedule 4.14, neither Seller nor Parent has (i) applied for or received an extension of time in which to file any Tax Returns that have not been filed as of the date hereof or (ii) agreed to any extension of time with respect to the assessment of Taxes for which such Taxes have not been paid as of the date hereof. Seller and Parent have withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee or independent contractor, and all Forms W-2 or 1099 required with respect thereto have been properly completed and timely filed. Neither Seller nor Parent has been a party to any "reportable transaction" as defined by the Code. No audit or examination of any Tax Return is currently in progress for the assessment or collection of any Taxes relating to the Fame House Business or the Fame House Assets. Neither Seller nor Parent is a party to any Action, nor to the Seller's knowledge is any Action or proceeding contemplated or threatened in writing, with respect to the assessment or collection of any Taxes relating to the Fame House Business or the Fame House Assets. No deficiency notices or reports have been received by Seller or Parent in respect of any Tax relating to the Fame House Business or the Fame House Assets. Neither Seller nor Parent has waived any statute of limitations in respect of Taxes, nor has Seller or Parent made any request for any such waiver. Neither Seller nor Parent is a party to any Tax Sharing Agreement. Since its formation, (i) Seller has been a single member limited liability company that elected to be taxed as a corporation for U.S. federal and applicable state and local Tax purposes effective as of its formation date and (ii) Seller has been an includable member in the federal consolidated income Tax return for the consolidated group of which Parent is the parent. Since its formation, Parent has been treated as a C corporation for U.S. federal and applicable state and local Tax purposes.

4.15 Environmental. Seller has provided Purchaser with copies of all material documents and reports in their possession or control describing or otherwise relating to past or present events, conditions, circumstances, activities, practices, incidents, agreements, actions or plans which have given rise to or would be reasonably likely to give rise to any material liability of Seller or the Fame House Business under Environmental Laws and any material environmental liability that would materially adversely affect the value of the Fame House Assets. Seller is in material compliance with all Environmental Laws, which compliance includes, without limitation, (i) the possession by Seller of all Permits and other authorizations by any Governmental Authority required under applicable Environmental Laws for the operation of the Fame House Business, and compliance with the terms and conditions thereof and (ii) compliance in all respects with all of the terms and provisions of any Remedial Action. Seller has not received any written notice and not subsequently resolved with respect to the Fame House Business, or any property owned or leased by, Seller from any Governmental Authority or third party alleging that Seller is not in compliance with or subject to any liability under any Environmental Laws or Remedial Action. Except for releases not prohibited under Environmental Laws, or Permits issued thereunder, there has been no release of any Hazardous Substance in excess of a quantity for which a report is required under Environmental Laws, on any real property of Seller. Seller is not liable for any Remedial Action, costs, obligations, penalties, fines or forfeitures for failure to comply with any Environmental Laws or necessary to achieve or maintain compliance with Environmental Laws, or with respect to any environmental

conditions or any release or presence of any Hazardous Substance, nor is Seller required to remedy any such existing condition or remove any Hazardous Substance from any real property.

4.16 Accounts Receivable; Accounts Payable. A true, complete and accurate list of all accounts receivable of Seller as of the date set forth on such schedule are set forth on Schedule 4.16(a) hereto, and such accounts receivable have arisen solely out of bona fide sales and deliveries of goods, performance of services and other business transactions in the Ordinary Course of the Business. A true, complete and accurate list of all accounts payable of Seller as of the date set forth on such schedule are set forth on Schedule 4.16(b) hereto, and such accounts payable have arisen solely out of business transactions in the Ordinary Course of the Business.

4.17 Clients and Suppliers. Schedule 4.17(a) contains a complete and accurate list of the 10 largest Clients (based on revenues) and 10 largest suppliers (based on expenses) for the Fame House Business for the 12 month period ended December 31, 2015. To Seller's knowledge, Seller has not received written notice that any such Client or any such supplier (i) does not plan to continue to do business with Purchaser after the Closing Date, (ii) plans to materially reduce its supplies to or volume of services from Purchaser after the Closing Date or (iii) except as set forth on Schedule 4.17(b), expects a material change in terms relative to pricing, quantity or timing of payment.

4.18 Intercompany Arrangements. Schedule 4.18 sets forth a correct and complete list of all material services provided (i) by Parent or any Affiliate of Parent (other than Seller) to Seller or (ii) by Seller to Parent or any Affiliate of Parent (other than Seller).

4.19 Warranties Are Exclusive. EXCEPT AS EXPRESSLY SET FORTH IN THIS PURCHASE AGREEMENT, NEITHER SELLER, ANY RELATED PERSON OR AFFILIATE OF SELLER, NOR ANY OTHER PERSON AUTHORIZED BY SELLER MAKES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AT LAW OR IN EQUITY, IN RESPECT OF ANY OF SELLER'S ASSETS (INCLUDING THE FAME HOUSE ASSETS), LIABILITIES (INCLUDING THE ASSUMED LIABILITIES) OR OPERATIONS (INCLUDING THE FAME HOUSE BUSINESS), INCLUDING WITH RESPECT TO CONDITION, FAULTS OR VALUE, TITLE, POSSESSION, QUIET ENJOYMENT, USAGE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OR THE LIKE, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND NONE SHALL BE IMPLIED AT LAW OR IN EQUITY. SELLER EXPRESSLY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY, PROJECTION, FORECAST, STATEMENT OR INFORMATION MADE, COMMUNICATED, OR FURNISHED (WHETHER ORALLY OR IN WRITING) TO PURCHASER OR ITS AFFILIATES OR RELATED PERSONS (INCLUDING ANY OPINION, INFORMATION, PROJECTION OR ADVICE THAT MAY HAVE BEEN OR MAY BE PROVIDED TO PURCHASER OR ITS AFFILIATES OR RELATED PERSONS BY SELLER OR ANY RELATED PERSON OF SELLER OR ANY OF SELLER'S AFFILIATES).

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Seller as of the Execution Date and as of the Closing Date as follows:

5.1 Corporate Organization. Purchaser is duly organized, validly existing and in good standing under the Laws of the State of Delaware.

5.2 Authorization and Validity.

(a) Purchaser has all necessary corporate power and authority to execute and deliver this Purchase Agreement and any Ancillary Agreement to which Purchaser is or will become a party and to perform its obligations hereunder and thereunder;

(b) the execution and delivery of this Purchase Agreement and any Ancillary Agreement to which Purchaser is or will become a party and the performance of Purchaser's obligations hereunder and thereunder (including, without limitation, the consummation of the transactions contemplated by this Purchase Agreement) have been, or at the time of execution will be, duly authorized by all necessary corporate action on the part of Purchaser, and no other proceedings (shareholder or otherwise) on the part of Purchaser is necessary to authorize such execution, delivery and performance; and

(c) this Purchase Agreement and each Ancillary Agreement to which Purchaser is or will become a party have been, or at the time of execution will be, duly executed and delivered by Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Purchase Agreement and each Ancillary Agreement to which Purchaser is or will become a party constitutes, or will constitute, when executed and delivered, Purchaser's valid and binding obligations, enforceable against Purchaser in accordance with their respective terms, subject to general principles of equity.

5.3 Conflicts; Consents of Third Parties.

(a) Subject to Section 5.3(b) hereof, the execution, delivery and performance by Purchaser of this Purchase Agreement and any Ancillary Agreement to which Purchaser is or will become a party, the consummation by Purchaser of the transactions contemplated hereby and thereby, or compliance by Purchaser with any of the provisions hereof and thereof do not or will not (i) violate or conflict with any provision of the organizational documents of Purchaser, (ii) violate any provision of applicable Law, or any order, writ, injunction, judgment or decree of any court or Governmental Authority applicable to Purchaser or (iii) violate or result in a breach of or constitute (with due notice or lapse of time, or both) an event of default or default under any Contract or permit to which Purchaser is a party or by which Purchaser is bound or to which any of Purchaser's properties or assets are subject, in each case, other than any violation, conflict, breach, event of default or default that would not materially and adversely affect Purchaser's ability to perform its obligations under this Purchase Agreement on a timely basis.

(b) Subject to entry of the Sale Order, no consent, waiver, approval, order, permit or authorization of, or declaration, filing or registration with, or notification to, any

Person or Governmental Authority is required on the part of Purchaser in connection with the execution, delivery and performance by Purchaser of this Purchase Agreement or any Ancillary Agreement to which it is or will become a party, the compliance by Purchaser with any of the provisions hereof or thereof, the consummation by Purchaser of the transactions contemplated hereby or thereby, or assumption by Purchaser of the Assumed Liabilities, except where failure to obtain such consent, waiver, approval, order, permit, authorization or action, or to make such filing, declaration, registration or notification, would not prevent or materially delay the consummation by Purchaser of the transactions contemplated by this Purchase Agreement and the Ancillary Agreements.

5.4 No Brokers or Finders. No agent, broker, finder or investment or commercial banker, or other Person or firm engaged by, or acting on behalf of, Purchaser in connection with the negotiation, execution or performance of this Purchase Agreement or the transactions contemplated by this Purchase Agreement is or will be entitled to any brokerage or finder's or similar fees or other commissions as a result of this Purchase Agreement or such transactions for which Seller or any of its Affiliates will be responsible.

5.5 Litigation. There is no Action that is pending or, to Purchaser's knowledge, threatened in any court, whether at law or in equity, whether civil or criminal in nature or by or before any arbitrator or Governmental Authority, which would materially and adversely affect Purchaser's ability to perform its obligations under this Purchase Agreement on a timely basis.

5.6 Condition of the Fame House Business. Notwithstanding anything contained in this Purchase Agreement to the contrary, Purchaser acknowledges and agrees that neither Seller, any Related Person or Affiliate of Seller, nor any other Person authorized by Seller is making any representations or warranties whatsoever, express or implied, beyond those expressly given by Seller in this Purchase Agreement, and Purchaser acknowledges and agrees that, except for the representations and warranties contained therein, the Fame House Assets are being transferred on a "where is" and, as to condition, "as is" basis.

5.7 Financial Capability. Purchaser has, and at the Closing will have, sufficient funds available to pay the Purchase Price and any other costs or expenses incurred by Purchaser or that are Purchaser's obligation in connection with the transactions contemplated by this Purchase Agreement, to pay or satisfy the Assumed Liabilities as they come due, and to operate the Fame House Business from and after the Closing. Purchaser has, and at the Closing will have, the resources and capabilities (financial or otherwise) to perform its obligations hereunder, and Purchaser will not incur any obligation, commitment, restriction or Liability of any kind which would materially and adversely impair or affect such resources and capabilities.

ARTICLE 6

COVENANTS AND OTHER AGREEMENTS

6.1 Pre-Closing Covenants of Seller. Seller covenants to Purchaser that, during the period from and including the Execution Date through and including the Closing Date or the earlier termination of this Purchase Agreement in accordance with the provisions of **Article 11**:

(a) Cooperation. Seller shall use commercially reasonable efforts to take, or cause to be taken, all actions and do, or cause to be done, all things necessary or proper, consistent with applicable Law to satisfy the conditions set forth in Article 9 and to consummate and make effective as soon as possible the transactions contemplated by this Purchase Agreement in accordance with the terms and conditions herein; provided, however, that nothing in this Section 6.1(a) shall be deemed to supersede the limitations on cooperation set forth in Section 2.5(b).

(b) Access to Records, Properties and Management. Seller shall (i) provide Purchaser and its Representatives access upon reasonable notice to the facilities and offices of Seller, as primarily related to the Fame House Business, and to the books and records (electronic or otherwise) of Seller, as primarily related to the Fame House Business, and to make extracts and copies of such books and records; and (ii) cause the executive officers and senior business managers, employees and other Representatives of Seller to reasonably cooperate with Purchaser and its Representatives in connection with such investigation and the transactions contemplated by this Purchase Agreement; provided, however, that any such investigation shall be conducted during normal business hours upon reasonable advance notice to Seller, and in such a manner as to minimize any disruption to the Fame House Business. Notwithstanding anything to the contrary in this Purchase Agreement, Seller shall not be required to disclose any information to Purchaser or its Representatives if such disclosure would, upon the advice of counsel: (A) jeopardize any attorney-client or other privilege; or (B) contravene any applicable Law or fiduciary duty of Seller. Purchaser shall, and shall cause its Representatives to, abide by the terms of the Confidentiality Agreement with respect to any access or information provided to Purchaser, its Affiliates or any of their respective Representatives, the terms of which are incorporated herein by reference.

(c) Conduct of Business Prior to Closing. Except as expressly required under the Bankruptcy Code or an Order of the Bankruptcy Court, Seller shall use commercially reasonable efforts to (A) preserve intact its business organization and goodwill, (B) maintain the Fame House Business, (C) keep available the services of its officers and Employees, (D) maintain satisfactory relationships with licensors, licensees, suppliers, contractors, distributors, consultants, Clients, customers and others having business relationships with Seller in connection with the operation of the Fame House Business, (E) pay all of its post-petition obligations in the Ordinary Course of Business, and (F) continue to operate the Fame House Business in compliance with all Laws applicable to the Fame House Business and Seller. Without in any way limiting the generality of the foregoing, except as expressly required by this Purchase Agreement or required under the Bankruptcy Code or other applicable Law or an Order of the Bankruptcy Court, during the period from and including the Execution Date through and including the Closing Date or the earlier termination of this Purchase Agreement in accordance with the provisions of Article 11, Seller shall not, without Purchaser's prior written consent (such consent not to be unreasonably withheld, conditioned, delayed or denied), take any of the following actions:

(i) take or agree to take or commit to assist any other Person in taking any action (x) that would reasonably be expected to result in a failure of any of the conditions to the Closing or (y) that would reasonably be expected to impair the ability of

Seller to consummate the Closing in accordance with the terms and conditions herein or to materially delay such consummation;

(ii) directly or indirectly, sell or otherwise transfer or dispose, or offer, agree or commit (in writing or otherwise) to sell or otherwise transfer or dispose of any of the Fame House Assets other than in the Ordinary Course of Business;

(iii) assume, reject or assign any Contract to which Seller is a party and that relates primarily to the Fame House Business or any Fame House Asset, other than the assumption and assignment of the Assumed Contracts, as contemplated by this Purchase Agreement, to Purchaser;

(iv) fail to comply in any material respect with Laws applicable to it with respect to the Fame House Business or any Fame House Asset;

(v) fail to conduct the Fame House Business in the Ordinary Course of Business;

(vi) make any unusual or extraordinary efforts to collect any outstanding accounts receivable or intercompany obligation, Liability or indebtedness, give any discounts or concessions for early payment of any such accounts receivable or intercompany obligation, Liability or indebtedness, or make any sales of, or convey any interest in, any such accounts receivable or intercompany obligation, Liability or indebtedness to any third party;

(vii) fail to use commercially reasonable efforts to maintain all Permits required to be set forth on **Schedule 4.8**;

(viii) fail to pay any required filing, processing or other similar fee with respect to any Purchased IP, or fail to use commercially reasonable efforts to maintain the validity of Seller's rights in, to or under any Purchased IP;

(ix) amend, terminate or renew any Assumed Contract;

(x) enter into any Contract (i) with any vendor or supplier relating to the Fame House Business that would survive the Closing (other than in the Ordinary Course of Business and provided that the term of such Contract does not exceed one (1) year) or (ii) with any Client (whether existing or prospective) relating to the Fame House Business that would survive the Closing (other than in the Ordinary Course of Business);

(xi) fail to maintain any insurance policy in effect on the date hereof covering any Fame House Asset or amend any such policy other than extensions in the Ordinary Course of Business;

(xii) make or rescind any material election relating to Taxes, settle or compromise any material claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes, or except as may be required by applicable Law or GAAP, make any material change to any of its methods of accounting

or methods of reporting income or deductions for Tax or accounting practice or policy from those employed in the preparation of its most recent Tax Returns;

(xiii) fail to timely pay all Taxes relating to the Fame House Business or the Fame House Assets when due;

(xiv) fail to notify Purchaser within three (3) Business Days after any Stayed Tax Lien arises;

(xv) accelerate the payment of any obligation, Liability or indebtedness primarily related to the Fame House Business;

(xvi) make any change in method of accounting, except in accordance with GAAP;

(xvii) (A) engage in any transaction with any Affiliate, subsidiary, shareholder, officer or director of Seller (other than the services described on Schedule 4.18 in the Ordinary Course of Business), (B) incur or assume any long term or short term debt with or on behalf of any such Person or (C) guarantee, endorse or otherwise be liable or responsible (whether directly, indirectly, contingently or otherwise) for the obligations of any such Person;

(xviii) compromise, settle or agree to settle any pending or threatened Action related to the Fame House Business or any Fame House Asset, or consent to the same;

(xix) hire any new Employee other than in the Ordinary Course of Business;

(xx) enter into, modify or terminate any labor or collective bargaining agreement or, through negotiation or otherwise, make any commitment or incur any liability to any labor organization;

(xxi) effectuate or permit a "plant closing" or "mass layoff," as those terms are defined in the WARN Act, affecting in whole or in part any site of employment, facility or operating unit of Seller or the Fame House Business or any Employee;

(xxii) (A) modify in any material manner the compensation of any of the Employees or officers of Seller that engages primarily in the Fame House Business, or accelerate the payment of any such compensation, (B) grant any bonus, benefit or other direct or indirect compensation to any Employee or officer of Seller that engages primarily in the Fame House Business, other than in the Ordinary Course of Business, or (C) increase the coverage or benefits available under any (or create any new) Employee Benefit Plan that primarily relates to the Fame House Business; provided, however, that this Section 6.1(c)(xxii) shall not apply with respect to any employee incentive or retention plan of Seller in effect on or prior to the date hereof so long as neither Purchaser

nor any of its Affiliates would have any obligation or liability under or with respect to such plan from and after the Closing; and

(xxiii) agree, whether in writing or otherwise, to do any of the foregoing.

(d) Notice of Certain Events. Promptly following Seller's receipt of knowledge thereof, Seller shall notify Purchaser in writing of, and furnish Purchaser any information it may reasonably request with respect to the occurrence or nonoccurrence of any event or condition or the existence of any fact that would reasonably be expected or likely to cause (i) any of the conditions to Purchaser's obligations to consummate the transactions contemplated by this Purchase Agreement or by any Ancillary Agreement not to be fulfilled by the Termination Date, (ii) any material breach or inaccuracy of any representation or warranty of Seller contained in this Purchase Agreement, (iii) any material failure to comply with or satisfy any covenant to be complied with or satisfied under this Purchase Agreement or (iv) any Material Adverse Effect; provided, however, that the delivery of any notice pursuant to this Section 6.1(d) shall not limit or otherwise affect the remedies available to Purchaser under this Purchaser Agreement.

6.2 Pre-Closing Covenants of Purchaser. Purchaser covenants to Seller that, during the period from the Execution Date through and including the Closing or the earlier termination of this Purchase Agreement in accordance with the provisions of Article 11:

(a) Cooperation. Purchaser shall use commercially reasonable efforts to take, or cause to be taken, all actions and do, or cause to be done, all things necessary or proper, consistent with applicable Law, to satisfy the conditions set forth in Article 9 and to consummate and make effective as soon as possible the transactions contemplated by this Purchase Agreement in accordance with the terms and conditions herein.

(b) Adequate Assurance Regarding Assumed Contracts and Required Orders. Purchaser agrees that it will cooperate as reasonably requested by Seller to assist in establishing adequate assurance of future performance within the meaning of Section 365 of the Bankruptcy Code with regard to the Assumed Contracts. Purchaser shall take such actions as may be reasonably requested by Seller to assist Seller in obtaining the Bankruptcy Court's entry of the Sale Order and any other order of the Bankruptcy Court reasonably necessary to consummate the transactions contemplated by this Purchase Agreement.

(c) Financing. Purchaser shall ensure that, on the Closing Date, Purchaser has sufficient liquidity and other resources to (i) pay the Cash Purchase Price, the Cure Amounts and the Employee Assumption Amount and (ii) pay or satisfy the Assumed Liabilities as they come due.

(d) Permits. Purchaser shall use commercially reasonable efforts to obtain or consummate the transfer to Purchaser of any Permit required to own or to operate the Fame House Assets or the Fame House Business under applicable Laws.

(e) Notice of Certain Events. Promptly following Purchaser's receipt of knowledge thereof, Purchaser shall notify Seller of, and furnish Seller any information it may

reasonably request with respect to, any event that would reasonably be expected to cause any of the conditions set forth in Section 9.1 not to be fulfilled by the Termination Date.

6.3 Other Covenants of the Parties.

(a) Personally Identifiable Information. On or prior to the Closing Date, Purchaser shall adopt a written policy with respect to protection of the confidentiality of personally identifiable information regarding the Employees and, to the extent applicable, the Clients of the Fame House Business that is at least as restrictive as the written policies with respect thereto in effect on the Petition Date. From and after the Closing Date, Purchaser shall (i) comply with such policy, or such successor policies adopted from time to time, except to the extent that any Person consents, following the Closing Date, to a different policy in accordance with applicable Law, (ii) comply with applicable Law with respect to the protection of personally identifiable information and (iii) otherwise comply with the requirements of Section 363(b)(1)(A) of the Bankruptcy Code.

(b) Access to Records after Closing. From and after the Closing Date, each Party hereto shall provide the other Party hereto (and their respective Representatives) with access, at reasonable times, upon reasonable notice and in all cases in a manner so as not to unreasonably interfere with their normal business, in the case of Seller, to the books and records acquired pursuant to this Purchase Agreement as of the Closing Date, and in the case of Purchaser, to the books and records retained by Seller and related primarily to the Fame House Business or any Fame House Asset, in either case so as to enable Purchaser and Seller to prepare Tax, financial or court filings or reports, to respond to court orders, subpoenas or inquiries, investigations, audits or other proceedings of Governmental Authorities, and to prosecute and defend legal Actions or for other like purposes, including Claims, objections and resolutions. If any Party desires to dispose of any such books and records, such Party shall, thirty (30) days prior to such disposal, provide the other Party with a reasonable opportunity to remove such records to be disposed of at the removing Party's expense.

(c) Confidentiality. Except as permitted pursuant to Section 12.10, from and after the Closing Date, for a period of two (2) years, Seller and Parent shall, and shall take all commercially reasonable action to, cause each of their Affiliates and Representatives (i) not to (A) directly or indirectly, disclose, reveal, divulge or communicate to any Person other than authorized officers, directors and employees of Purchaser or (B) use or otherwise exploit for its own benefit or for the benefit of anyone other than Purchaser, any Fame House Confidential Information and (ii) to keep confidential all Fame House Confidential Information, except for any such information that (A) is available to the public on the Closing Date, (B) thereafter becomes available to the public other than as a result of a disclosure by Seller or Parent or any of their Representatives in violation of their respective confidentiality obligations in this Section 6.3(c), other than pursuant to a legal obligation to do so or, (C) is or becomes available to Seller or Parent or any of their Representatives on a non-confidential basis from a source that is not prohibited from disclosing such information by a legal, contractual or fiduciary obligation to any other Person; provided, that nothing contained in this Section 6.3(c) shall prohibit Seller or Parent from disclosing any information should Seller or Parent be required to disclose any such information by applicable Law or by legal or administrative process (including by deposition, oral questions, interrogatory, request for documents, request for information, subpoena, civil

investigative demand or similar process); provided, further, that in any such case, and only of legally permissible, it shall inform Purchaser in writing of such request or obligation as soon as possible after Seller or Parent, as the case may be, is informed of it and, if possible, before any information is disclosed, so that a protective order or other appropriate remedy may be obtained by Purchaser at the sole cost and expense of Purchaser. For purposes hereof, "**Fame House Confidential Information**" means any proprietary or confidential information relating to the Fame House Business, any Fame House Asset or any Assumed Liability, including methods of operation, customers, customer, client or vendor lists, products, prices, fees, costs, technology, inventions, trade secrets, know-how, software, marketing methods, plans, and information relating to the Fame House Business' personnel, suppliers, competitors, markets or other specialized information or proprietary matters, in each case to the extent relating to the Fame House Business.

6.4 Employment Covenants and Other Undertakings.

(a) At or prior to the Closing, Purchaser shall offer to employ on an at-will basis all of the Employees (all such Employees accepting such offer are hereinafter referred to as the "**Newly Hired Employees**"). The offer of employment shall (A) provide for substantially the same hourly wage rate or salary level in effect as of the Execution Date and (B) provide health and welfare benefits that are substantially similar, on the whole, to those benefits that are provided to similarly situated employees of Purchaser (excluding performance-based or incentive compensation, bonuses and equity-based compensation, as applicable). Each employment offer shall provide that such offer of employment shall take effect on the Closing Date. Seller shall deliver to Purchaser on or before the Closing Date all personnel files and employment records relating to the Newly Hired Employees to the extent permitted by Law (including completed I-9 forms and attachments with respect to all Newly Hired Employees, except for such Employees as Seller certifies in writing are exempt from such requirement). Seller shall reasonably cooperate with Purchaser to facilitate Purchaser's communications with the Employees for the purposes of communicating employment offers pursuant to this **Section 6.4(a)**, and no such communications by Purchaser shall be deemed to violate any provision of this Purchase Agreement or the Confidentiality Agreement.

(b) For all purposes of employee benefit plans of Purchaser or its Affiliates other than a "pension plan" (as defined in Section 3(2) of ERISA) for which a Newly Hired Employee otherwise becomes eligible, such Newly Hired Employee shall be given credit under such plan for all service prior to the Closing Date with Seller or Parent, as applicable.

(c) The provisions of this Purchase Agreement shall not be deemed to be the adoption of, or an amendment to, any employee benefit plan, as that term is defined in Section 3(3) of ERISA, or otherwise to limit the right of Purchaser to amend, modify or terminate any such employee benefit plan.

(d) Seller and Parent hereby consent to the hiring of the Newly Hired Employees by Purchaser or any of its Affiliates and waive in perpetuity any claim or right of Seller or Parent under any non-disclosure or confidentiality, non-compete or non-solicitation, employment, assignment of inventions or similar agreement in favor of Seller or Parent to which

any Newly Hired Employee is a party (all of which claims and rights are expressly assigned to Purchaser pursuant to Section 2.1(l)).

(e) Seller or Parent, as applicable, shall be responsible for the administration of, and shall retain any and all obligations and liabilities for, COBRA continuation coverage with respect to the Employees and their dependents and beneficiaries for “qualifying events” occurring on or prior to the Closing Date, including with respect to each individual who is or becomes an “M&A qualified beneficiary” (as such term is defined in Treasury Regulation Section 54.4980B-9) in connection with the consummation of the transactions contemplated by this Purchase Agreement. Seller shall be responsible for providing any notice (or pay in lieu of notice) and making any filings required to comply with the provisions of the Worker Adjustment and Retraining Notification Act or any similar state or local law (collectively, the “WARN Act”) with respect to the termination of employment of any Employee on or prior to the Closing Date and any Employee that is not a Newly Hired Employee. Purchaser shall be responsible for providing any notice (or pay in lieu of notice) and making any filings required to comply with the WARN Act with respect to the termination of the employment of any Newly Hired Employees after the Closing Date.

(f) Seller shall be liable for, and shall process the payroll and pay, or cause to be paid, the base salary (or wages) and employee benefits that are due and payable on or prior to the Closing Date with respect to all Employees.

(g) Without limiting the generality of Section 12.17, Seller and Purchaser each acknowledge and agree that all provisions contained in this Section 6.4 are included for the sole benefit of Seller and Purchaser and that nothing herein, whether express or implied, shall create any third party beneficiary or other rights (i) in any other Person, including, without limitation, any current or former employees, directors, officers or consultants of the Fame House Business, any participant in any Employee Benefit Plan, or any dependent or beneficiary thereof, or (ii) to continued employment with Purchaser or any of its Affiliates.

6.5 Approvals.

(a) Each Party hereto shall, as promptly as possible, use its commercially reasonable efforts to obtain, or cause to be obtained, all consents, authorizations, orders and approvals from all Governmental Authorities that may be or become necessary for its execution and delivery of this Purchase Agreement and the performance of its obligations pursuant to this Purchase Agreement, in each case, as promptly as practicable. Each Party shall cooperate fully with the other Party in promptly seeking to obtain all such consents, authorizations, orders and approvals.

(b) Without limiting the generality of Purchaser’s undertakings pursuant to this Section 6.5, Purchaser agrees to use commercially reasonable efforts to avoid or eliminate each and every impediment under any Antitrust Law, competition or trade regulation Law or other Law that may be asserted by any Governmental Authority or any other party so as to enable the Parties hereto to close the transactions contemplated by this Purchase Agreement as promptly as possible. Notwithstanding anything in this Purchase Agreement to the contrary, in no event shall Purchaser or any of its Affiliates be required or obligated to propose, negotiate,

commit or effect, by consent decree, hold separate orders, or otherwise, the sale, divestiture or disposition of any of its assets, properties or businesses or of the assets, properties or businesses to be acquired by it pursuant to this Purchase Agreement, or otherwise make available to any Person any technology or other IP of the Fame House Business or of Purchaser or any of its Affiliates, or change or modify any course of conduct or otherwise make any commitment to any Governmental Authority regarding future operations of Purchaser's business or the Fame House Business.

(c) All analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals made by or on behalf of any Party before any Governmental Authority or the staff or regulators of any Governmental Authority, in connection with any consent, authorization, order or approval required from any Governmental Authority in connection with the Purchase Agreement (but, for the avoidance of doubt, not including (i) any interactions between Seller, on the one hand, and any Governmental Authority, on the other hand, in the Ordinary Course of Business or (ii) any disclosure which is not permitted by Law) shall be disclosed to the other Party hereto in advance of any filing, submission or attendance, it being the intent of the Parties that the Parties will consult and cooperate with one another, and consider in good faith the views of one another, in connection with any such analyses, appearances, meetings, discussions, presentations, memoranda, briefs, filings, arguments, and proposals. Each Party shall give notice to the other Party with respect to any meeting, discussion, appearance or contact with any Governmental Authority or the staff or regulators of any Governmental Authority in connection with any consent, authorization, order or approval required from any Governmental Authority in connection with the Purchase Agreement, with such notice being sufficient to provide the other Party with the opportunity to attend and participate in such meeting, discussion, appearance or contact. Each Party shall promptly inform the other Party hereto of any oral communication with, and provide copies of written communications with, any Governmental Authority regarding any of the foregoing matters.

(d) Seller and Purchaser may, as each deems advisable and necessary, reasonably designate any competitively sensitive material provided to the other under this **Section 6.5** as "outside counsel only." Such materials and the information contained therein shall be given only to the outside legal counsel of the recipient and shall not be disclosed by such outside counsel to employees, officers or directors of the recipient without the advance written consent from the source of such materials and information (Seller or Purchaser, as the case may be).

(e) The Parties shall cooperate fully with each other to the extent reasonably practicable, as and to the extent reasonably requested by the other Party, in connection with any Tax matter (including Tax Returns) related to the Fame House Assets or the operation of the Fame House Business (including by the provision of reasonably relevant Books and Records or information subject to the other terms and conditions of this Agreement applicable to such Books and Records).

(f) Real and personal property Taxes, ad valorem Taxes, and franchise fees or Taxes (that are imposed on a periodic basis (as opposed to a net income basis)) (collectively, "Periodic Taxes") shall be prorated between the Seller and Purchaser for any taxable periods

beginning on or prior to and ending after the Closing Date (such taxable periods, “**Straddle Periods**”). Periodic Taxes attributable to Straddle Periods shall be prorated between Purchaser and the Seller based on the relative periods that the Fame House Assets subject to such Periodic Taxes were owned by Seller or Purchaser during the fiscal period of the taxing jurisdiction for which such Taxes were imposed by such jurisdiction (as such fiscal period is or may be reflected on the bill rendered by such taxing jurisdiction). The amount of all such prorations shall be settled and paid on the Closing Date; provided, however, that final payments with respect to prorations that are not able to be calculated on the Closing Date shall be calculated and paid as soon as practicable thereafter.

6.6 Transition Services Agreement. The Parties shall, and Seller shall cause Parent to, enter into a transition services agreement at the Closing for the provision of certain transitional services by Seller or Parent to Purchaser following the Closing substantially in the form attached hereto as Exhibit A (the “**Transition Services Agreement**”).

6.7 Pre-Closing Covenants of Parent. During the period from the Execution Date through and including the Closing Date or the earlier termination of this Purchase Agreement in accordance with the provisions of Article 11, except as expressly required under the Bankruptcy Code or an Order of the Bankruptcy Court, Parent shall (i) use commercially reasonable efforts to keep available the services of the Employees employed by Parent and (ii) not, and shall not cause or permit any of its Affiliates to, in each case without Purchaser’s prior written consent (such consent not to be unreasonably withheld, conditioned, delayed or denied), (A) fail to provide to Seller in any material respect any of the services provided to Seller by Parent as set forth on Schedule 4.18 or (B) enter into, amend, modify or terminate any Contract or other arrangement or understanding (whether or not written) with Seller relating to the provision of services for or in respect of the Fame House Business.

ARTICLE 7

TAXES; BULK SALES LAWS

7.1 Taxes Matters. All transfer, conveyance, recording, sales, use, value added, stamp, documentary and other similar Taxes, including all such federal, state, local and foreign Taxes, incurred in connection with the transfer of the Fame House Assets and/or the assumption of the Assumed Liabilities, and all recording and filing fees (collectively, “**Transaction Taxes**”), that are imposed as a result of the sale, transfer, assignment and delivery of the Fame House Assets shall be borne by Seller when due.

7.2 Waiver of Bulk Sales Laws. Seller shall cause the Sale Order to provide that either (a) Seller has complied with the requirements of any applicable Law relating to bulk sales and transfer or (b) compliance with the requirement of any applicable Laws relating to bulk sales and transfers is not necessary or appropriate under the circumstances.

7.3 Refunds. Any refunds of Taxes in respect of Taxes that were paid by Seller with respect to the Fame House Business or the Fame House Assets prior to the Closing Date with respect to any taxable period ending on or prior to the Closing Date that are received by Purchaser after the Closing Date, net of (i) any reasonable out-of-pocket costs incurred in obtaining such refund; (ii) any Tax required to be withheld on the payment of such refund to

Seller; and (iii) any Taxes borne by Purchaser or any of its Affiliates as a result of the receipt of such refund (any such net refund, a “**Seller Refund**”), shall be for the account of Seller, and Purchaser shall pay over to Seller any such Seller Refund within fifteen (15) Business Days after receipt thereof. For the avoidance of doubt, Seller Refunds shall not include Tax refunds attributable to the carryback of a Tax credit or net operating loss arising in a taxable period (or portion thereof) beginning after the Closing Date. If there is a subsequent reduction by a Governmental Authority (or by virtue of a change in applicable Tax law), of any amounts with respect to which a payment has been made to Seller pursuant to this **Section 7.3**, then Seller shall promptly pay Purchaser an amount equal to such reduction plus any interest or penalties imposed by a Governmental Authority with respect to such reduction.

ARTICLE 8

BANKRUPTCY COURT MATTERS

8.1 **Bankruptcy Court Filings.** Seller has filed, or shall file within two (2) Business Days after the date hereof, with the Bankruptcy Court, a motion seeking entry of the Sale Order (the “**Motion**”). Seller agrees that it will (i) use commercially reasonable efforts to ensure that the Sale Hearing takes place on or prior to May 26, 2016 (or such later date as may be agreed to in writing by Purchaser and Seller) and (ii) take all actions as may be reasonably necessary to cause the Sale Order to be approved and entered by the Bankruptcy Court. Purchaser agrees that it will use commercially reasonable efforts to promptly take any such actions as are reasonably requested by Seller to assist in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by Purchaser, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Purchase Agreement and demonstrating that Purchaser is a “good faith” purchaser under Section 363(m) of the Bankruptcy Code; provided, however, that in no event shall Purchaser or Seller be required to agree to any amendment of this Purchase Agreement or changes to the Sale Order that are materially adverse to such Party. Purchaser shall, with the prior written consent of Seller, file, join in, and otherwise support any motion or other pleading seeking approval of the transactions contemplated by this Purchase Agreement. In the event the entry of the Sale Order is appealed, Seller and Purchaser shall use their respective commercially reasonable efforts to defend such appeal. Seller shall promptly serve the Motion on all holders of Liens, Claims, Encumbrances or Interests, advising such holders that the sale of the Fame House Assets is intended to be free of all such Liens, Claims, Encumbrances or Interests.

8.2 **Contracts.** Seller shall promptly serve on all non-Debtor counterparties to all of the Contracts on **Schedule 2.5(a)** a notice specifically stating that Seller is or may be seeking the assumption and assignment of such Contracts and shall notify such non-Debtor counterparties of the deadline for objecting to the Cure Amounts, if any, which deadline shall not be less than three (3) Business Days prior to the Sale Hearing.

8.3 **No Solicitation.** From and after the date hereof, neither Seller nor Parent shall, and each of them shall cause their respective Affiliates and Representatives not to, directly or indirectly, (a) initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any Person in connection with any sale or other disposition of any of the Fame House Assets or any business combination involving the Fame House Assets or the Fame House

Business or any portion thereof; (b) respond to any inquiries or offers to purchase all or any part of the Fame House Assets or any business combination involving the Fame House Assets or the Fame House Business or any portion thereof; (c) engage in discussions or negotiations with respect to any such inquiries or offers; or (d) supply information relating to the Fame House Business or any Fame House Asset to any prospective purchaser, in each case other than with Purchaser, its Affiliates and/or its Representatives.

8.4 Procedure. Seller shall promptly provide Purchaser with drafts of any and all material pleadings material with respect to the sale of the Fame House Business, including without limitation, the Motion and proposed orders to be filed or submitted in connection with this Purchase Agreement for Purchaser's prior review and comment. The Motion shall be reasonably acceptable to Purchaser to the extent such Motion relates to the Fame House Assets, any Assumed Liabilities, this Purchase Agreement or any of Purchaser's obligations hereunder. Seller agrees to use commercially reasonable efforts to obtain entry of the Sale Order. Seller shall materially comply with all notice requirements (a) of the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure or (b) imposed by Sale Order, in each case, in connection with any pleading, notice or motion to be filed in connection herewith.

ARTICLE 9

CONDITIONS PRECEDENT TO PERFORMANCE BY THE PARTIES

9.1 Conditions Precedent to Performance by Seller. The obligations of Seller to consummate the transactions contemplated by this Purchase Agreement are subject to the fulfillment, at or before the Closing, of the following conditions, any one or more of which (other than the conditions contained in Section 9.1(c) and Section 9.1(d)) may be waived by Seller in its sole and absolute discretion:

(a) Representations and Warranties of Purchaser. The representations and warranties of Purchaser contained herein shall be true and correct (without giving effect to any "materiality," "Material Adverse Effect" or similar qualifiers therein) in all material respects as of the date hereof and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all material respects as of that specified date).

(b) Performance of the Obligations of Purchaser. Purchaser shall have performed and complied, in all material respects, with all its obligations and agreements required under this Purchase Agreement to be performed by Purchaser on or before the Closing Date (except with respect to obligations which Purchaser is to perform as of the Closing under this Purchase Agreement (including, without limitation, the obligation to pay the Purchase Price)).

(c) Bankruptcy Court Approval. The Sale Order shall have been entered by the Bankruptcy Court and shall not be subject to a stay.

(d) No Violation of Orders. No temporary, preliminary or permanent Order or Law that prevents the consummation of the transactions contemplated hereby shall be in effect.

(e) Deliverables. Purchaser shall have delivered, or shall have caused to be delivered, to Seller all of the items set forth in Section 10.3.

For the avoidance of doubt, there shall be no conditions precedent to Seller's obligation to consummate the transactions contemplated by this Purchase Agreement, except for those conditions precedent specifically set forth in this Section 9.1.

9.2 Conditions Precedent to the Performance by Purchaser. The obligations of Purchaser to consummate the transactions contemplated by this Purchase Agreement are subject to the fulfillment, at or before the Closing, of the following conditions, any one or more of which (other than the conditions contained in Section 9.2(d) and Section 9.2(e)) may be waived by Purchaser, in its sole and absolute discretion:

(a) Representations and Warranties of Seller. (i) The representations and warranties of Seller set forth in Section 4.1, Section 4.2, Section 4.3, Section 4.4 and Section 4.11 (collectively, the "Seller Fundamental Representations") shall be true and correct (without giving effect to any "materiality," "Material Adverse Effect" or similar qualifiers therein) in all material respects as of the date hereof and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all material respects as of that specified date); and (ii) the representations and warranties of Seller contained herein other than the Seller Fundamental Representations shall be true and correct (without giving effect to any "materiality," "Material Adverse Effect" or similar qualifiers therein) in all respects as of the date hereof and as of the Closing Date with the same effect as though made at and as of such date (except those representations and warranties that address matters only as of a specified date, which shall be true and correct in all respects as of that specified date), except, in the case of this clause (ii), where the failure of such representations and warranties to be true and correct, taken together, do not and would not reasonably be expected to result in or constitute a Material Adverse Effect.

(b) Performance of the Obligations of Seller. Seller shall have performed and complied, in all material respects, with all of its obligations and agreements under this Purchase Agreement that are to be performed by Seller on or before the Closing Date (except with respect to obligations which Seller is to perform as of the Closing under this Purchase Agreement).

(c) No Material Adverse Effect. Since February 1, 2016, no Material Adverse Effect shall have occurred.

(d) Bankruptcy Court Approval. The Sale Order (i) shall have been entered by the Bankruptcy Court and be effective, (ii) shall not have been modified, voided, reversed or vacated or subject to a stay and (iii) shall not be different, subject to de minimis clarifications, than the form of Sale Order set forth on Exhibit G attached hereto except to the extent that Purchaser has waived any such deviation from the Sale Order attached as Exhibit G.

(e) No Violation of Orders. No temporary, preliminary or permanent Order or Law that prevents the consummation of the transactions contemplated hereby shall be in effect.

(f) Key Employees. Each of the Employees listed on Schedule 9.2(f) shall have accepted (and not subsequently revoked) Purchaser's offer of employment pursuant to Section 6.4(a), which such offer shall, subject to Section 6.4(a), be in form and substance reasonably acceptable to Purchaser.

(g) Personally Identifiable Information. There shall not be any instituted, pending or threatened Action initiated by any Governmental Authority seeking, directly or indirectly, to impose or confirm any restrictions or limitations on Purchaser's ability to own, disclose or use any personally identifiable information regarding the Newly Hired Employees or any Clients or end users of the Fame House Business (other than the express limitations contained in the written policies of Seller with respect thereto in effect on the Petition Date), and no temporary, preliminary or permanent Order or Law that restricts or limits Purchaser's ability to own, disclose or use any personally identifiable information regarding the Newly Hired Employees or any Clients or end users of the Fame House Business in any manner (other than the express limitations contained in the written policies of Seller with respect thereto in effect on the Petition Date) shall be in effect.

(h) Contracts. Subject to Section 2.5, the Assumed Contracts and Real Property Leases (except for the Excluded Sublease) shall be sold, assumed and assigned to Purchaser pursuant to the Sale Order.

(i) Deliverables. Seller shall have delivered, or shall have caused to be delivered, to Purchaser all of the items set forth in Section 10.2.

For the avoidance of doubt, there shall be no conditions precedent to Purchaser's obligation to consummate the transactions contemplated by this Purchase Agreement (including any financing or due diligence condition), except for those conditions precedent specifically set forth in this Section 9.2.

9.3 Frustration of Closing Conditions. Neither Seller nor Purchaser may rely on the failure of any condition set forth in Section 9.1 or Section 9.2, as the case may be, if such failure was caused by such Party's, or any of its Affiliate's, failure to comply with any provision of this Purchase Agreement.

ARTICLE 10 CLOSING AND DELIVERIES

10.1 Closing. Upon the terms and subject to the conditions of this Purchase Agreement, the sale and purchase of the Fame House Assets and the assumption of the Assumed Liabilities contemplated by this Purchase Agreement shall take place at a closing (the "Closing") to be held on the second Business Day after the date on which all conditions (other than those conditions which are to be satisfied only on the Closing Date) to the obligations of the Parties hereto set forth in Article 9 to consummate the transactions contemplated hereby are first satisfied and/or waived (the date that the Closing occurs being the "Closing Date"). The Closing shall occur on the Closing Date at 1:00 p.m., New York time, in the offices of Greenberg Traurig, LLP, 200 Park Avenue, New York, New York 10166 or at such other time or location as may be agreed to by the Parties in writing. Upon consummation of the Closing, the purchase and

sale of the Fame House Assets and the assumption of the Assumed Liabilities hereunder shall be deemed to have occurred as of 12:01 a.m. (New York time) on the Closing Date.

10.2 Seller's Deliveries. At the Closing:

(a) Seller shall have duly executed and delivered to Purchaser (i) a Bill of Sale, which agreement shall be in substantially the form annexed hereto as **Exhibit B** (the "**Bill of Sale**"), (ii) an Assignment and Assumption Agreement, which agreement shall be in substantially the form annexed hereto as **Exhibit C** (the "**Assignment and Assumption Agreement**"), (iii) a Trademark Assignment Agreement, which agreement shall be in substantially the form annexed hereto as **Exhibit D**, with respect to IP constituting Fame House Assets that are trademarks (the "**Trademark Assignment Agreement**"), (iv) a domain name assignment agreement, which agreement shall be in substantially the form annexed hereto as **Exhibit E** (the "**Domain Name Assignment Agreement**") for all domain names included in the Fame House Assets, and (v) the Transition Services Agreement;

(b) Seller shall deliver an officer's certificate, duly executed by a senior officer of Seller, certifying the matters set forth in **Section 9.2(a)**, **Section 9.2(b)** and **Section 9.2(c)**, in form reasonably satisfactory to Seller; and

(c) Seller shall deliver a non-foreign affidavit dated as of the Closing Date in form and substance reasonably satisfactory to Purchaser as required under Treasury Regulations issued pursuant to Section 1445 of the Code.

10.3 Purchaser's Deliveries. At the Closing:

(a) Purchaser shall pay the Cash Purchase Price by wire transfer of immediately available funds to an account designated by Seller prior to the Closing;

(b) Purchaser shall have duly executed and delivered to Seller, (i) the Bill of Sale, (ii) the Assignment and Assumption Agreement, (iii) the Trademark Assignment Agreement, (iv) the Domain Name Assignment Agreement and (v) the Transition Services Agreement;

(c) Purchaser shall have paid to each Newly Hired Employee its Employee Assumption Amount, if applicable, or to the extent payment for unused vacation days accrued in the Ordinary Course of Business prior to the Closing Date is not required by Law with respect to any Newly Hired Employee, Purchaser shall have credited such unused vacation days to each such Newly Hired Employee; and

(d) Purchaser shall deliver a certificate, duly executed by a senior officer of Purchaser, certifying the matters set forth in **Section 9.1(a)** and **Section 9.1(b)**, in form reasonably satisfactory to Seller.

ARTICLE 11
TERMINATION

11.1 Termination. This Purchase Agreement may be terminated only in accordance with this **Section 11.1**. This Purchase Agreement may be, or, as applicable, shall be, terminated at any time before the Closing as follows:

(a) by mutual written consent of Seller and Purchaser;

(b) by either of Seller or Purchaser, upon the issuance of a final and non-appealable Order by a Governmental Authority to permanently restrain, enjoin or otherwise prohibit the Closing; provided that the right to terminate this Purchase Agreement under this **Section 11.1(b)** shall not be available to any Party whose breach of, or failure to fulfill any obligation under, this Purchase Agreement shall have been the cause of, or shall have resulted in, the issuance of a final and non-appealable Order by a Governmental Authority to permanently restrain, enjoin or otherwise prohibit the Closing;

(c) by either of Seller or Purchaser if the Closing shall not have occurred by June 15, 2016 (the "**Termination Date**"); provided that the right to terminate this Purchase Agreement under this **Section 11.1(c)** shall not be available to any Party whose failure to fulfill any covenant or other agreement under this Purchase Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to the Termination Date;

(d) by Purchaser:

(i) if Seller or Parent shall have breached or failed to perform any of its representations, warranties, covenants or other agreements contained in this Purchase Agreement, which breach or failure to perform (A) would result in the failure of a condition set forth in **Section 9.2** and (B) is not curable or able to be performed, or, if curable or able to be performed, is not cured or performed within seven (7) Business Days of delivery of notice of such breach or failure (or such longer period as may be agreed to by Seller and Purchaser); provided, however, that Purchaser is not then in breach of its covenants or other agreements under this Purchase Agreement in any material respect;

(ii) if the Bankruptcy Court has entered an order dismissing Seller's Bankruptcy Case or converting it to a case under Chapter 7 of the Bankruptcy Code, or appointing a trustee in its Bankruptcy Case or appointing a responsible officer or an examiner with enlarged powers relating to the operation of the Fame House Business (beyond those set forth in Section 1106(a)(3) or (4) of the Bankruptcy Code) under Bankruptcy Code Section 1106(b), which order is not reversed or vacated within fourteen (14) days after the entry thereof; or

(iii) if the Sale Order has been stayed, revoked, rescinded or modified in any material respect and the order staying, revoking, rescinding or modifying the Sale Order is not reversed or vacated within fourteen (14) days after the entry thereof;

(e) by Seller if Purchaser shall have breached or failed to perform any of its representations, warranties, covenants or other agreements contained in this Purchase Agreement, which breach or failure to perform (A) would result in the failure of a condition set forth in Section 9.1 and (B) is not curable or able to be performed, or, if curable or able to be performed, is not cured or performed within seven (7) Business Days of delivery of notice of such breach or failure (or such longer period as may be agreed to by Seller and Purchaser); provided, however, that neither Seller nor Parent is then in breach of its covenants or other agreements under this Purchase Agreement in any material respect;

(f) by Purchaser if the Sale Order shall not have been entered by the Bankruptcy Court on or before May 31, 2016; provided that Purchaser shall not be entitled to terminate this Purchase Agreement pursuant to this Section 11.1(f) if such failure is due to any breach of this Purchase Agreement by Purchaser; or

(g) by Purchaser or Seller, if, following the Sale Hearing, the Bankruptcy Court determines that Purchaser is not the Successful Bidder or Backup Bidder (as such term is defined in the Bid Procedures Order).

Each right of termination set forth in this Section 11.1 pursuant to which this Purchase Agreement may be terminated shall be considered separate and distinct from each other such right of termination. If more than one of the termination rights set forth in this Section 11.1 is applicable, the applicable Party shall have the right to choose the termination right pursuant to which this Purchase Agreement is to be terminated. In the event of termination by Purchaser or Seller (or both), pursuant to this Section 11.1, written notice thereof shall forthwith be given to the other Party, and this Purchase Agreement shall immediately terminate, and the purchase of the Fame House Assets hereunder shall be abandoned, without further action by either Party.

11.2 Effect of Termination.

(a) In the event of termination pursuant to Section 11.1, other than as set forth in this Section 11.2, this Purchase Agreement shall become null and void and have no effect and no Party hereto shall have any Liability to the other Party hereto except with respect to the provisions of this Article 11 and Article 12, which shall expressly survive termination hereof; provided that upon such termination, each of the provisions of the Confidentiality Agreement shall survive and remain in full force and effect in accordance with its terms.

(b) If Purchaser fails to consummate the transactions contemplated by this Purchase Agreement despite the satisfaction of each of the conditions set forth in Section 9.2 (other than those conditions that, by their nature, are to be satisfied at the Closing), and neither Seller nor Parent are then in breach of any of their respective representations, warranties, covenants or agreements contained in this Purchase Agreement to an extent which would give Purchaser the right not to close pursuant to Section 9.2, then promptly (and, in any event, within five (5) Business Days) following the termination of this Purchase Agreement pursuant to Section 11.1(e), Purchaser shall pay to Seller a one-time termination fee of \$100,000 (the "Termination Fee") by wire transfer of immediately available funds to an account designated by Seller.

(c) Notwithstanding anything in this Purchase Agreement to the contrary, the payment of the Termination Fee by Purchaser pursuant to **Section 11.2(b)** (i) shall be deemed to be liquidated damages for all Liabilities of Purchaser under this Purchase Agreement, (ii) such liquidated damages shall be the sole and exclusive remedy, at Law and/or equity, of Seller against Purchaser or any of its Related Persons, and (iii) none of Purchaser or any of its Related Persons shall have any further Liability of any kind to Seller or any of its Related Persons, directly or indirectly, arising out of or on account of or in relation to this Purchase Agreement.

(d) Nothing in this **Section 11.2** or elsewhere in this Purchase Agreement shall be deemed to impair the right of Seller to, at any time prior to a valid termination of this Purchase Agreement pursuant to **Section 11.1**, bring any Action or Actions for specific performance, injunctive and/or other equitable relief (including, without limitation, the right of Seller to compel specific performance by Purchaser of its obligations under this Purchase Agreement).

ARTICLE 12 **MISCELLANEOUS**

12.1 **Survival.** No representations, warranties, covenants or agreements of Seller or Purchaser made in this Purchase Agreement shall survive the Closing Date and neither of the Parties shall have any Liability to any other Party after the Closing for any breach thereof; **provided, however,** that each of the covenants and agreements set forth in this Purchase Agreement that are to be performed at or after the Closing shall survive in accordance with the terms of the particular covenant or agreement until fully performed.

12.2 **Further Assurances.** At and after the Closing, and without further consideration therefor, but at the sole expense of Purchaser, Seller shall execute and deliver to Purchaser such further instruments and certificates of conveyance and transfer as Purchaser may reasonably request to convey and transfer the Fame House Assets from Seller to Purchaser.

12.3 **Successors and Assigns.** This Purchase Agreement and the various rights and obligations arising hereunder shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and permitted assigns and any trustee appointed in any of the Bankruptcy Cases or in any subsequent Chapter 7 case (if any), if the Bankruptcy Cases are dismissed. Neither this Purchase Agreement nor any of the rights, interests or obligations hereunder may be transferred or assigned (including by operation of Law in connection with a merger or sale of stock, or sale of substantially all the assets, of a Person) by any of the Parties hereto without the prior written consent of the other Parties hereto (which consent may be granted, withheld, conditioned or delayed in such other Party's sole and absolute discretion), and any attempted assignment in contravention or breach of the foregoing shall be void and of no force or effect; **provided, however,** that Purchaser may, without the consent of Seller, assign its rights, interests or obligations under this Purchase Agreement to any of its Affiliates, but no such assignment by Purchaser shall relieve it of any of its obligations hereunder.

12.4 **Governing Law; Jurisdiction; Service of Process.** This Purchase Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of New York (without giving effect to the principles of conflicts of laws thereof), except to

the extent that the Laws of such State are superseded by the Bankruptcy Code and/or other applicable federal Law. For so long as Seller is subject to the jurisdiction of the Bankruptcy Court, the Parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Purchase Agreement, and consent as to the foregoing to the exclusive jurisdiction of, the Bankruptcy Court. After Seller is no longer subject to the jurisdiction of the Bankruptcy Court, the Parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Purchase Agreement, and consent to the jurisdiction of, any state or federal court having competent jurisdiction in New York, New York. Each Party hereby consents to process being served by either Party in any Action by delivery of a copy thereof in accordance with the provisions of Section 12.7.

12.5 Expenses. Except as otherwise provided in this Purchase Agreement, each of the Parties hereto shall pay its own expenses in connection with this Purchase Agreement and the transactions contemplated hereby, including any legal and accounting fees and commissions or finder's fees, whether or not the transactions contemplated hereby are consummated.

12.6 Severability. In the event that any part of this Purchase Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Purchase Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable and the application of any provision so substituted, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth at the later of (a) the Execution Date and (b) the date (if any) this Purchase Agreement was last amended.

12.7 Notices.

(a) All notices, requests, demands, consents, waivers and other communications required or permitted to be given under the terms of this Purchase Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, if delivered personally; (ii) when sent, if sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); (iii) on the day of transmission, if sent via electronic transmission to the email address below (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party); and (iv) if sent by overnight courier service, one (1) Business Day after deposit with an overnight courier service with next day delivery specified, in each case, properly addressed to the Party to receive the same. The addresses, email addresses and facsimile numbers for such communications shall be:

If to Seller or Parent:

SFX Entertainment, Inc.
c/o SFX Marketing LLC
902 Broadway, 14th Floor
New York, NY 10010

Attention: Michael Katzenstein, CRO
Fax: (646) 417-7393
Email: Mike.Katzenstein@fticonsulting.com

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

Greenberg Traurig, LLP
MetLife Building
200 Park Avenue
New York NY 10166
Attention: Maria J. DiConza, Esq.
Fax: (212) 801-6400
Email: DiConzaM@gtlaw.com

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

Stroock & Stroock & Lavan LLP
180 Maiden Lane
New York, NY 10038
Attention: Jonathan D. Canfield/Elizabeth Taveras
Fax: (212) 806-6006
E-mail: jcanfield@stroock.com
etaveras@stroock.com

If to Purchaser:

UMG Commercial Services, Inc.
2220 Colorado Ave.
Santa Monica, CA 90404
Attention: Jeff Harleston/Jeremy Erlich
Fax: (310) 865-7840
Email: jeff.harleston@umusic.com
jeremy.erlich@umusic.com

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

Klee, Tuchin, Bogdanoff & Stern LLP
1999 Avenue of the Stars
Thirty-Ninth Floor
Los Angeles, CA 90067-6049
Attention: Justin D. Yi/Thomas E. Patterson
Fax: (310) 407-9090
Email: jyi@ktbslaw.com
tpatterson@ktbslaw.com

(b) Any Party hereto may change its address, facsimile number or email address for the purpose of this Section 12.7 by giving the other parties written notice of its new

address, facsimile number or email address in the manner set forth above. Written confirmation of receipt (i) given by the recipient of such notice, request, demand, consent, waiver or other communication, (ii) mechanically or electronically generated by the sender's facsimile machine containing the time, date and recipient facsimile number or (iii) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clause (i), (ii) or (iv) of Section 12.7(a) above, respectively.

12.8 Amendments; Waivers. This Purchase Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by Purchaser, Parent and Seller, or in the case of a waiver, by the Party hereto waiving compliance. Any waiver by any Party hereto of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Purchase Agreement, in any one or more instances, shall not be deemed to be or construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Purchase Agreement.

12.9 Entire Agreement. This Purchase Agreement, together with the Confidentiality Agreement, the Ancillary Agreements and the schedules and exhibits attached hereto and thereto and the instruments referenced herein and therein (all of which are hereby incorporated herein by reference), (a) supersede all other prior oral or written agreements among the Parties hereto solely with respect to the matters contained herein and therein, and (b) contain the entire understanding of the Parties hereto solely with respect to the matters contained herein and therein. For clarification purposes, the Recitals are part of this Purchase Agreement.

12.10 Disclosures. After notice to and consultation with Purchaser, Seller shall be entitled to disclose, to the extent required by applicable Law or by order of the Bankruptcy Court, this Purchase Agreement and all information provided by Purchaser in connection herewith to the Bankruptcy Court, the United States Trustee and parties in interest in the Bankruptcy Cases. Other than statements made in the Bankruptcy Court (or in pleadings filed therewith) pursuant to the previous sentence, neither of the Parties hereto shall issue (prior to, on or after the Closing) any press release or make any public statement or public communication without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld or delayed; provided, however, that Seller, without the prior consent of Purchaser, may issue such press release or make such public statement as may, upon the advice of counsel, be required by applicable Law or any Governmental Authority with competent jurisdiction; provided, further, that Purchaser, without the prior consent of Seller, may issue such press release or make such public statement, filing or disclosure as may, upon the advice of counsel, be required by applicable Law or any Governmental Authority with competent jurisdiction.

12.11 Headings. The article and section headings in this Purchase Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Purchase Agreement.

12.12 Counterparts. This Purchase Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become

effective when counterparts have been signed by each Party and delivered to the other Party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

12.13 Name Change. Promptly following the Closing, Seller shall discontinue the use of the name "Fame House" (and any other similar trade names currently utilized by Seller) and shall not subsequently change its name to or otherwise use or employ any name which includes the words "Fame House" without the prior written consent of Purchaser. From and after the Closing, Seller covenants and agrees not to use or otherwise employ any of the trade names, corporate names, "d/b/a" names or any mark that is confusingly similar to the IP rights utilized by Seller primarily in the conduct of the Fame House Business, which rights shall be included in the Fame House Assets purchased hereunder. Promptly following the Closing, Seller shall file all necessary organizational amendments with Secretary of State of Seller's jurisdiction of formation and in each State in which Seller is qualified to do business to effectuate the foregoing.

12.14 Post-Closing Transfers. If, following the Closing, Seller or Parent receives or becomes aware that it holds any asset, property or right which constitutes a Fame House Asset, then Seller or Parent, as applicable, shall transfer such asset, property or right to Purchaser as promptly as practicable for no additional consideration. If, following the Closing, Purchaser receives or becomes aware that it holds any asset, property or right which constitutes an Excluded Asset, then Purchaser shall transfer such asset, property or right to Seller as promptly as practicable for no additional consideration.

12.15 Schedules. Notwithstanding anything to the contrary contained in the schedules or in this Purchase Agreement, each disclosure in any section or subsection of the schedules shall be deemed disclosed in each other section or subsection of the schedules, regardless of the existence or absence of cross-references, provided it is reasonably apparent that the matter is related to such other section. The disclosure of any matter or item in any schedule shall not be deemed to constitute an acknowledgment that any such matter is material or that such matter would result in or constitute a Material Adverse Effect. The information contained in the schedules is disclosed solely for the purposes of this Purchase Agreement, and no information contained therein shall be deemed to be an admission by any Party hereto to any third party of any matter whatsoever, including of any actual or possible violation of Law, breach of any agreement or any Liability.

12.16 Waiver of Jury Trial. EACH PARTY HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON, RELATING TO OR ARISING OUT OF THIS PURCHASE AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS PURCHASE AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, ANTITRUST CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES

THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS PURCHASE AGREEMENT, AND THAT EACH PARTY WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH LEGAL COUNSEL OF ITS OWN CHOOSING, OR HAS HAD AN OPPORTUNITY TO DO SO, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS, HAVING HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS PURCHASE AGREEMENT. IN THE EVENT OF ANY LITIGATION, THIS PURCHASE AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT WITHOUT A JURY.

12.17 No Third Party Beneficiaries. This Purchase Agreement is intended for the benefit of the Parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

12.18 Remedies. The Parties acknowledge and agree that: (a) irreparable damage would occur if any provision of this Purchase Agreement was not performed in accordance with the terms and conditions hereof; (b) there would be no adequate remedy at law or in damages to compensate for such performance failure; and (c) the Parties shall be entitled (without the requirement to post a bond) to an injunction or injunctions to prevent breaches of this Purchase Agreement, or to enforce specifically the performance of the terms and provisions hereof, in the Bankruptcy Court, in addition to any other remedy to which they are entitled by Law or in equity.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Purchase Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

UMG COMMERCIAL SERVICES, INC.

By: _____

Name:

Title:

[Handwritten Signature]
Boyd Muir
SVP & CFO

SFX MARKETING LLC

By: _____

Name:

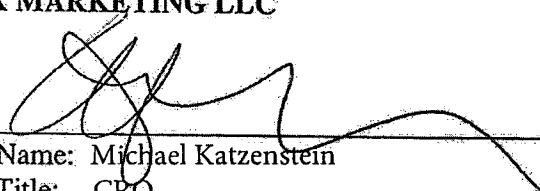
Title:

IN WITNESS WHEREOF, the Parties hereto have caused this Purchase Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

UMG COMMERCIAL SERVICES, INC.

By: _____
Name:
Title:

SFX MARKETING LLC

By: 
Name: Michael Katzenstein
Title: CRO

Solely for purposes of Sections 2.1(l), 6.3(b),
6.3(c), 6.4, 6.7, 8.3, 11.2 and Article 12:

SFX ENTERTAINMENT, INC.

By: 

Name: Michael Katzenstein
Title: CRO

APPENDIX A
DEFINED TERMS

The following terms have the meanings set forth in the Preamble hereto or the Sections hereof set forth below:

<u>Definitions</u>	<u>Location</u>
“Adjusted Allocation”	Section 3.3(a)
“Allocation Statement”	Section 3.3(a)
“Arrangement Period”	Section 2.5(b)
“Assignment and Assumption Agreement”	Section 10.2(a)
“Assumed Contracts”	Section 2.5(a)(i)
“Assumed Liabilities”	Section 2.3
“Bankruptcy Cases”	Recitals
“Bankruptcy Code”	Recitals
“Bankruptcy Court”	Recitals
“Bill of Sale”	Section 10.2(a)
“Closing”	Section 10.1
“Closing Date”	Section 10.1
“Debtors”	Recitals
“Domain Name Assignment Agreement”	Section 10.2(a)
“Excluded Assets”	Section 2.2
“Excluded Liabilities”	Section 2.4
“Excluded Sublease”	Section 2.2(o)
“Execution Date”	Preamble
“Fame House Assets”	Section 2.1
“Fame House Business”	Recitals
“Fame House Confidential Information”	Section 6.3(c)
“Final Allocation”	Section 3.3(a)
“Motion”	Section 8.1
“Newly Hired Employees”	Section 6.4(a)
“Occupancy Agreements”	Section 4.6(b)
“Parent”	Preamble
“Parties” or “Party”	Preamble
“Periodic Taxes”	Section 6.5(f)
“Petition Date”	Recitals
“Pre-Closing Returns”	Section 4.14
“Purchase Agreement”	Preamble
“Purchase Price”	Section 3.2
“Purchaser”	Preamble
“Real Property Lease”	Definition of Leased Property
“Seller”	Preamble
“Seller Fundamental Representations”	Section 9.2(a)
“Seller Refund”	Section 7.3
“Straddle Period”	Section 6.5(f)
“Termination Date”	Section 11.1(c)
“Termination Fee”	Section 11.2(b)

“Trademark Assignment Agreement”	Section 10.2(a)
“Transaction Taxes”	Section 7.1
“Transition Services Agreement”	Section 6.6
“WARN Act”	Section 6.4(e)

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

“**Affiliate**” means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“**Ancillary Agreement**” means any of the Bill of Sale, the Assignment and Assumption Agreement, Trademark Assignment Agreement, Domain Name Assignment Agreement or Transition Services Agreement.

“**Antitrust Laws**” means any applicable Law that is designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade.

“**Bid Procedures Order**” means the *Order (A) Approving Bid Procedures Relating To The Sale Of All Or Substantially All Of The Assets Of the Fame House Business, (B) Approving Notice Procedures, And (C) Granting Related Relief* [Docket No. 136], substantially in the form of Exhibit F, issued by the Bankruptcy Court.

“**Books and Records**” means (i) all books, ledgers, files, reports, plans, records, Tax Returns, manuals and other materials (in any form or medium) of, or maintained for, Seller and Parent and (ii) any Client and supplier correspondence and data of Seller, in each case, to the extent primarily related to the Fame House Business or the Fame House Assets, but excluding any such items (other than Tax Returns) to the extent they are related to any Excluded Asset or not primarily related to the Fame House Business.

“**Business Day**” means any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in New York are authorized by Law or other governmental action to close.

“**Cash**” means all cash on hand and in banks, cash equivalents, marketable securities, short-term investments, treasury bills, money orders, checks (including cash in transit such as checks received prior to the Closing, whether or not deposited or cleared prior to the Closing), checking account balances, instruments for the payment of money, certificates of deposit and other time deposits and letters of credit.

“**Cash Purchase Price**” means an amount equal to \$1,000,000.

“**Claim**” has the meaning ascribed by Bankruptcy Code §101(5), including all rights, claims, causes of action, defenses, debts, demands, damages, offset rights, setoff rights, recoupment rights, obligations, and Liabilities of any kind or nature under contract, at Law or in equity, known or unknown, contingent or matured, liquidated or unliquidated, and all rights and remedies with respect thereto.

“**Client**” means any Person to whom Seller provides goods or services in connection with the Fame House Business.

“**COBRA**” means the Consolidated Omnibus Budget Reconciliation Act of 1984, as amended.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations issued thereunder.

“**Committee**” means the official committee of unsecured creditors formed on February 12, 2016 in respect of the Bankruptcy Cases.

“**Confidentiality Agreement**” means that certain Confidentiality Agreement, dated as of June 8, 2015, by and between Parent and Universal Music Group, Inc.

“**Contract**” means any written agreement, contract, lease (including, without limitation, leases for the Leased Property), sublease, purchase order, arrangement, license, commitment, insurance policy or other binding arrangement or understanding, and any amendments, modifications or supplements thereto.

“**Cure Amounts**” means all amounts, costs and expenses required by the Bankruptcy Court to cure all defaults and/or compensate the non-debtor party for actual pecuniary loss under the Assumed Contracts so that they may be sold and assigned to Purchaser pursuant to Sections 363 and 365 of the Bankruptcy Code.

“**DIP Lenders**” means the lenders party to that certain senior secured super-priority debtor-in-possession credit agreement dated as of February 10, 2016, by and among Parent as borrower, Seller and the other guarantors named therein, the DIP Lenders and Wilmington Savings Fund Society, FSB, as administrative agent.

“**Employee Assumption Amount**” means, collectively, to the extent that any of the following amounts exist, (a) solely with respect to each Employee that is a Newly Hired Employee, an amount equal to the dollar value of the vacation days for any unpaid or unused vacation days of each Newly Hired Employee that have accrued in the Ordinary Course of Business prior to the Closing Date, solely to the extent such dollar amount is required by Law to be paid out to such Newly Hired Employee and is reflected on Schedule 4.9(b)(i) (as updated not earlier than two business days prior to the Closing Date) but in all events excluding vacation days that are otherwise credited to such Newly Hired Employee as part of the offer of employment pursuant to Section 6.4(a), and (b) any employer-side payroll and withholding Taxes in connection with amounts described in the foregoing clause (a).

“Employee Benefit Plans” means all employee benefit plans as defined in Section 3(3) of ERISA that are maintained, administered, or contributed to (or with respect to which any obligation to contribute has been undertaken) by Seller, Parent or any ERISA Affiliate that cover any current Employee or individual independent contractor (or their dependents, spouse or beneficiaries) related to the Fame House Business.

“Employees” means all individuals employed by (a) Seller or (b) Parent primarily in connection with the Fame House Business, in each case, as of the Closing Date.

“Encumbrances” means, to the extent not considered a Lien, any security interest, pledge, hypothecation, mortgage, deed of trust, lease, charge, option, right of first refusal, easement, servitude, proxy, voting trust or agreement, transfer restriction, lien or encumbrance.

“Environmental Laws” means all federal, state and local Laws governing health and safety, pollution or the protection of the environment, including the California Vehicle Code, the Federal Clean Air Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Clean Water Act, the Toxic Substances Control Act, the Federal Insecticide, Fungicide, and Rodenticide Act, and the Occupational Safety and Health Act, and the regulations promulgated pursuant thereto.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means any trade or business (whether or not incorporated) which is treated as a single employer with Seller under Section 414(b), (c), (m) or (o) of the Code or Section 4001 of ERISA.

“Federal Rules of Bankruptcy Procedure” means the rules of bankruptcy courts promulgated by the United States Supreme Court and published as an appendix to title 11 of the United States Code.

“GAAP” means United States generally accepted accounting principles.

“Governmental Authority” means any foreign or United States federal, national, supernational, state, county, provincial, municipal or local court, tribunal or government, or any governmental department, agency, ministry, board, commission, authority, or other similar body exercising executive, legislative, judicial, regulatory or administrative authority or functions of or pertaining to government, including any authority or other self-regulatory organization or quasi-governmental agency established to perform any of such functions, and also including any non-governmental trade association, union or organization, guild or similar body.

“Hazardous Substance” means any substance, material or waste which is regulated by any Governmental Authority including, without limitation, petroleum and its byproducts, asbestos, and any material or substance which is defined as a “hazardous waste,” “hazardous substance,” “hazardous material,” “restricted hazardous waste,” “industrial waste,” “solid waste,” “contaminant,” “pollutant,” “toxic waste” or “toxic substance” under any provision of Environmental Law.

“Improvements” means buildings, structures, systems, facilities, easements, rights-of-way, privileges, improvements, licenses, hereditaments, appurtenances and all other rights and benefits appurtenant or in any way related to the Leased Property.

“Interest” means “interest” as that term is used in Bankruptcy Code Section 363(f).

“Inventories” or **“Inventory”** means all inventory of any kind or nature (other than PP&E), merchandise, goods and other consumables, in each case, owned by Seller and primarily related to the Fame House Business or Fame House Assets and maintained, held or stored by or for Seller at the Closing, whether or not prepaid, and wherever located, held or owned, and any prepaid deposits for any of the same.

“IP” means all worldwide intellectual property rights used by Seller in connection with the Fame House Business, including (a) patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations in part, revisions, extensions, reexaminations, provisionals, divisions, renewals, revivals, and foreign counterparts thereof and all registrations and renewals in connection therewith, (b) trademarks, service marks, trade dress, logos, trade names and corporate names and other indicia of origin and corporate branding, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) works of authorship, copyrightable works, copyrights and all applications, registrations and renewals in connection therewith, (d) mask works and all applications, registrations and renewals in connection therewith, (e) trade secrets, inventions and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, Client, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, assembly, test, installation, service and inspection instructions and procedures, technical, operating and service and maintenance manuals and data, hardware reference manuals and engineering, programming, service and maintenance notes and logs), (f) Software, (g) internet addresses, uniform resource locaters, domain names, websites and web pages, and (h) any and all other intellectual property and proprietary rights, in each case, owned and/or controlled exclusively by Seller, to the extent primarily used in the operation of the Fame House Business or primarily related to the Fame House Assets.

“knowledge of Seller” or **“Seller’s knowledge”** means the actual knowledge, without obligation of inquiry, of Michael Fiebach or Eric Hahn.

“Law” means any law, statute, ordinance, regulation, rule, code, administrative or judicial doctrine or rule of common law or otherwise of, or any order (including, without limitation, the Sale Order), judgment, injunction or decree issued, promulgated, enforced or entered by, any Governmental Authority.

“Leased Property” means the real property leased by Seller, as tenant, primarily for use in the Fame House Business, together with, to the extent leased by Seller primarily for use in the Fame House Business, all buildings and other structures, facilities or improvements currently or hereafter located thereon, all fixtures, systems, equipment and items of personal property of Seller attached or appurtenant thereto and all easements, licenses, rights and appurtenances

primarily relating to the Fame House Business or the Fame House Assets (each such real property lease a “**Real Property Lease**,” and collectively, the “**Real Property Leases**”).

“**Liability**” means any indebtedness, debt, claim, liability, commitment or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due), and including all costs and expenses relating thereto.

“**Licensed IP**” means the IP that, as of the date hereof, Seller is licensed or otherwise permitted by other Persons to use that is primarily related to the Fame House Business.

“**Lien**” has the meaning given to that term in the Bankruptcy Code.

“**Material Adverse Effect**” means any event, circumstance, development, change in or effect on the Fame House Business that, individually or in the aggregate, has had or would reasonably be expected to have or result in a material adverse effect on (I) the assets, properties, rights, results of operations, performance or condition (financial or otherwise) of the Fame House Business, taken as a whole; provided, however, that none of the following, either alone or in combination, shall be considered in determining whether the effects described in clause (I) above have occurred: (a) events, circumstances, changes or effects that generally affect the industry in which the Fame House Business operates, other than as may materially disproportionately impact the Fame House Business (but then only to the extent of such materially disproportionate impact); (b) general economic conditions or events, circumstances, changes or effects affecting the economy or the financial or securities markets generally, other than as may materially disproportionately impact the Fame House Business (but then only to the extent of such materially disproportionate impact); (c) any circumstance, change or effect that results from any action taken (or omitted to be taken) (i) at the request of Purchaser in a separate writing to Seller or (ii) as required by this Purchase Agreement or any Ancillary Agreement; (d) conditions caused by acts of sabotage, terrorism or war (whether or not declared) or any natural or man-made disaster, weather phenomenon or acts of God; (e) the fact that Seller and Parent filed as debtors pursuant to the Bankruptcy Code; (f) the effect of any changes in applicable Laws, regulations or accounting rules, including GAAP, or the interpretation or enforcement thereof, other than as may materially disproportionately impact the Fame House Business (but then only to the extent of such materially disproportionate impact); (g) any failure by any Person to meet any internal or published budgets, projections, forecasts or predictions of financial performance for any period with respect to the Fame House Business (provided that the underlying causes of the failure shall not be excluded); (h) any action taken (or omitted to be taken) by Seller or any of its respective Affiliates pursuant to any order of the Bankruptcy Court; (i) the commencement of the Bankruptcy Case or events that would typically result from the commencement of the Bankruptcy Case; (j) changes arising from the consummation of the transactions contemplated by, or the announcement of the execution of or existence of, this Purchase Agreement; or (II) the ability of Seller to consummate the transactions contemplated by this Purchase Agreement.

“**Order**” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of any Governmental Authority.

“Ordinary Course of Business” means the conduct by Seller of the Fame House Business and maintenance of the Fame House Assets in substantially the same manner as conducted as of the Execution Date consistent with past practice after taking into consideration changes that are a result of, relating to, in connection with or resulting from the Bankruptcy Cases.

“Owned IP” means IP owned by Seller.

“Permits” means all material approvals, permits, certificates, qualifications, authorizations, licenses, franchises, consents, orders and registrations, together with all modifications, amendments, supplements and extensions thereof, of all United States federal, state and local Governmental Authority and any other Person that are used by Seller primarily in its ownership of the Fame House Assets or operation of the Fame House Business.

“Permitted Liens” means: (a) all defects, exceptions, restrictions, easements, quasi-easements, rights of way, covenants, Encumbrances and other similar matters of record that would be shown by a current title report or other similar report or listing and which do not materially interfere with the operation of the Fame House Business or use of the Fame House Assets; (b) statutory liens for Taxes not yet delinquent; (c) landlord’s, lessors’, mechanics’, carriers’, workers’, repairers’ and similar Liens arising or incurred in the Ordinary Course of Business; (d) zoning, entitlement and other land use and environmental regulations by any Governmental Authority which do not materially interfere with the operation of the Fame House Business or use of the Fame House Assets; or (e) deposits or pledges to secure the payment of workers’ compensation, unemployment insurance, social security benefits or obligations arising under similar Laws, or to secure the performance of public or statutory obligations, surety or appeal bonds, and other obligations of a like nature, in each case incurred in the Ordinary Course of Business.

“Person” means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization or Governmental Authority or other entity.

“PP&E” means all equipment, machinery, industrial and motor vehicles owned or leased by Seller and used primarily in the Fame House Business, fixtures, all specialized equipment used by Seller primarily in the Fame House Business, office equipment, computers and other data processing or design hardware and other equipment of a like nature, furniture, artwork and all other tangible property used primarily in the Fame House Business.

“Purchased IP” means the Owned IP and Seller’s right in and to License IP.

“Qualified Bid” means a written offer that meets the requirements set forth in the Bid Procedures Order.

“Related Person” means, with respect to any Person, all direct and indirect past, present and future directors, officers, members, managers, partners, limited partners, stockholders, employees, controlling persons, Affiliates, agents, professionals, attorneys, accountants, consultants, lenders, financial advisors or representatives of any such Person.

“Remedial Action” means all actions to (a) clean up, remove, treat or in any other way address any Hazardous Substance; (b) prevent the release of any Hazardous Substance so it does not endanger or threaten to endanger public health or welfare or the indoor or outdoor environment; (c) perform pre-remedial studies and investigations or post-remedial monitoring and care; or (d) to correct a condition of noncompliance with Environmental Laws.

“Representatives” means, with respect to any Person, such Person’s officers, managers, directors, members, general partners, employees, outside counsel, accountants, financial advisors and consultants.

“Sale Hearing” means the hearing to consider the entry of the Sale Order.

“Sale Order” means an order issued by the Bankruptcy Court pursuant to Bankruptcy Code sections 105, 363 and 365 in form and substance reasonably satisfactory to Purchaser, (a) approving this Purchase Agreement, (b) authorizing and directing (i) Seller to consummate the transaction contemplated hereby and (ii) the assumption and assignment of the Assumed Contracts to Purchaser, (c) finding that the aggregate of all Cure Amounts does not exceed \$400,000; and (d) finding that the Seller has complied in all respects with Bankruptcy Code section 363(b)(1), substantially in the form of Exhibit G.

“Software” means any computer program, operating system, application, system, firmware or software of any nature, point-of-entry system, peripherals, and data whether operational, active, under development or design, nonoperational or inactive, including all object code, source code, comment code, algorithms, processes, formulae, interfaces, navigational devices, menu structures or arrangements, icons, operational instructions, scripts, commands, syntax, screen designs, reports, designs, concepts, visual expressions, technical manuals, tests scripts, user manuals and other documentation therefor, whether in machine-readable form, virtual machine-readable form, programming language, modeling language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature, and all databases necessary or appropriate in connection with the operation or use of any such computer program, operating system, application, system, firmware or software.

“Stayed Tax Lien” means any Tax Liens or Encumbrances with respect to a Fame House Asset that may arise as a result of the Bankruptcy Cases.

“Successful Bidder” means the entity or entities submitting the highest and/or best Qualified Bid in the business judgment of the DIP Lenders and the Committee.

“Tax” or **“Taxes”** means all taxes, however denominated, including any interest, penalties or additions to tax that may become payable in respect thereof, imposed by any Governmental Authority, whether payable by reason of Contract, assumption, transferee liability, operation of Law, being a member of an affiliated, consolidated, combined or unitary group, or being a party to any agreement or arrangement whereby liability for payment of such amounts was determined or taken into account with reference to the liability of any other Person, Treasury Regulation Section 1.1502-6(a) (or any predecessor or successor thereof or any analogous or similar provision under Law) or otherwise, which taxes shall include without limitation all

income taxes, payroll and employee withholding, escheat, unclaimed property, unemployment insurance, social security (or similar), sales and use, excise, franchise, gross receipts, occupation, real and personal property, stamp, transfer, workers' compensation, customs duties, registration, documentary, value-added, alternative or add-on minimum, estimated, environmental (including taxes under Section 59A of the Code) and other assessments or obligations of the same or a similar nature, whether arising before, on or after the Closing Date.

"Tax Return" means any report, return, information return, filing or other information, including any schedules, exhibits or attachments thereto, and any amendments to any of the foregoing filed or required to be filed or maintained in connection with the calculation, determination, assessment or collection of any Taxes (including estimated Taxes).

"Tax Sharing Agreement" means an agreement (whether written or oral), a principal purpose of which is the sharing or allocation of Taxes.

"Treasury Regulation" means, with respect to any referenced provision, such provision of the regulations promulgated by the United States Department of the Treasury.