

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

LUMIO HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11916 (JKS)

(Jointly Administered)

Hearing Date:
TBD

Objection Deadline:
November 12, 2024 at 4:00 p.m. (ET)

**DEBTORS' SIXTH OMNIBUS MOTION FOR AN ORDER
(I) AUTHORIZING REJECTION OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES EFFECTIVE
AS OF THE REJECTION DATE AND
(II) GRANTING RELATED RELIEF**

THIS MOTION SEEKS TO REJECT CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES. PARTIES RECEIVING THIS MOTION SHOULD REVIEW THE MOTION TO SEE IF THEIR NAME(S) OR CONTRACT(S)/LEASE(S) ARE SET FORTH ON SCHEDULE 1 TO EXHIBIT A ATTACHED HERETO TO DETERMINE WHETHER THE MOTION AFFECTS THEIR EXECUTORY CONTRACT(S) OR UNEXPIRED LEASE(S).

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) respectfully state as follows in support of this motion (the “Motion”):

RELIEF REQUESTED

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), (i) authorizing the Debtors to reject certain executory contracts and unexpired leases (the “Contracts”), each as identified on **Schedule 1** to the Proposed

¹ The Debtors in these Chapter 11 Cases, along with the last four digits of their U.S. federal tax identification number, are Lumio Holdings, Inc. (7119) and Lumio HX, Inc. (7401). The Debtors’ headquarters is located at 1550 W Digital Drive, Suite 200, Lehi, UT 84043.

Order, effective as of the October 29, 2024 (the “Rejection Date”), and (ii) granting certain related relief.

JURISDICTION AND VENUE

2. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and the Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The Debtors consent pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (“Local Rules”) to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. The bases for the relief requested herein are section 365(a) of title 11 of the United States Code (the “Bankruptcy Code”), as supplemented by rule 6006 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

BACKGROUND

A. General Background

5. On September 3, 2024 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in this Court. The Debtors continue to manage their assets as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. An official committee of unsecured creditors (the “Committee”) was appointed in these cases on September 11, 2024 (D.I. 93).

6. Additional details regarding the Debtors, their businesses, the events leading to the commencement of these cases, and the facts and circumstances supporting the relief requested herein is set forth in the *Declaration of Jeffrey T. Varsalone in Support of Chapter 11 Petitions and First Day Relief* (the “First Day Declaration”) (D.I. 15), which is incorporated herein by reference.

B. Facts Relevant to this Motion

7. On September 25, 2024, the Court entered the *Order Approving (I) the Debtors’ Entry into Stalking Horse Agreement, (II) the Bidding Procedures in Connection with the Sale of All or Substantially All of the Debtors’ Assets, (III) the Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases, (IV) the Form and Manner of Notice of the Sale Hearing, Assumption Procedures, and Auction Results, (V) Dates for an Auction and Sale Hearing and (VI) Granting Related Relief* (the “Bidding Procedures Order”) (D.I. 139), approving, among other things, procedures for the sale of the Debtors assets. The Bidding Procedures Order approved, in part, procedures for the assumption and assignment of certain of the Debtors’ unexpired leases and executory contracts (the “Assigned Contracts”).

8. In accordance with the Bidding Procedures Order, the Debtors are seeking to sell their assets and assign the Assigned Contracts to purchaser Zeo Energy Corp. (“Purchaser”) pursuant to the asset purchase agreement filed by the Debtors on October 25, 2024 (the “APA”) (D.I. 258), and the form of sale order filed by the Debtors on October 28, 2024 (as modified or revised, the “Sale Order”) (D.I. 265).

9. Pursuant to section 1.5(i) of the APA, Purchaser has until fifteen days after the closing date of the sale to determine the executory contracts and unexpired leases it wishes to acquire as Assigned Contracts.

10. In connection with the sale of the Debtors' assets, Purchaser has informed the Debtors that it does not intend to seek assignment of executory contracts and unexpired leases as Assigned Contracts which are included among the Contracts listed on **Schedule 1** to the Proposed Order. Absent assignment to Purchaser in connection with the sale, the Contracts (i) no longer enhance the value of the Debtors' estates or assets, (ii) are burdensome to their estates and/or (iii) do not provide any net economic benefit to the Debtors.² Therefore, to the extent Purchaser does not wish to acquire the Contracts as Assigned Contracts, the Debtors seek to reject the Contracts to minimize potential administrative expenses that may arise under the Contracts.

BASIS FOR RELIEF

I. Rejection of the Contracts Is an Appropriate Exercise of the Debtors' Business Judgment.

11. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor, "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a); *L.R.S.C. Co. v. Rickel Home Ctrs., Inc. (In re Rickel Home Ctrs., Inc.)*, 209 F.3d 291, 298 (3d Cir. 2000) ("Section 365 enables the trustee to maximize the value of the debtor's estate by assuming executory contracts and unexpired leases that benefit the estate and rejecting those that do not.").

12. Courts routinely approve motions to reject executory contracts upon a showing that the debtor's decision to take such action will benefit the debtor's estate and is an exercise of sound business judgment. *See Krebs Chrysler-Plymouth, Inc. v. Valley Motors, Inc.*, 141 F.3d 490, 492 (3d Cir. 1998); *In re Taylor*, 913 F.2d 102, 107 (3d Cir. 1990); *In re Armstrong World Indus., Inc.*, 348 B.R. 136, 162 (Bankr. D. Del. 2006) ("Courts have uniformly deferred to

² The Debtors reserve the right to remove any Contract included on **Schedule 1** prior to entry of a form of order rejecting such Contract.

the business judgment of the debtor to determine whether the rejection of an executory contract . . . by the debtor is appropriate under section 365(a) of the Bankruptcy Code.")

13. Courts generally will not second-guess a debtor's business judgment concerning the rejection of an executory contract, unless the decision is the product of bad faith, whim or caprice. *See In re HQ Global Holdings, Inc.*, 290 B.R. 507, 511 (Bankr. D. Del. 2003) (applying a business judgment standard, absent a showing of bad faith, whim or caprice); *In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001) (same); *see also Summit Land Co. v. Allen (In re Summit Land Co.)*, 13 B.R. 310, 315 (Bankr. D. Utah 1981) (absent extraordinary circumstances, court approval of a debtor's decision to assume or reject an executory contract "should be granted as a matter of course"). The standard merely requires a showing that either assumption or rejection of the executory contract will benefit the debtor's estate. *See Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp. (In re Sharon Steel Corp.)*, 872 F.2d 36, 39-40 (3d Cir. 1989).

14. Rejection of the Contracts listed on **Schedule 1** to the Proposed Order represents a sound exercise of the Debtors' business judgment. The Debtors filed these chapter 11 cases to conduct a value-maximizing sale process for substantially all of their assets. As described, to the extent that Purchaser does not wish to acquire the Contracts as Assigned Contracts, the Debtors no longer require the services provided by the Contracts listed on **Schedule 1**. As such, the Contracts do not provide any benefit to the Debtors' estates and absent rejection, the Debtors may be obligated to pay substantial amounts under the Contracts with no correlating benefit to the estates. As such, the Debtors have determined, in their business judgment, that such expenses would constitute a drain of precious estate resources at a time when the Debtors can least afford

it. Further, the Debtors have determined that the carrying costs associated with the Contracts exceed any marginal benefits that could potentially be achieved from assignments thereof.

15. Moreover, the counterparties to the Contracts will not be unduly prejudiced if the Contracts are rejected as of the Rejection Date because the Debtors will serve this Motion on the counterparties, or their agents or representatives, by overnight delivery and, if possible, electronic mail.

16. Accordingly, the Debtors have determined that the Contracts constitute an unnecessary drain on the estates' resources and, therefore, rejection of the Contracts reflects the Debtors' exercise of sound business judgment.

II. Rejection of the Contracts *Nunc Pro Tunc* to the Rejection Date Is Warranted.

17. Bankruptcy courts are empowered to grant retroactive rejection of an executory contract or unexpired lease under section 105(a) and 365(a) of the Bankruptcy Code based on the equities of the circumstances. *See In re Chi-Chi's, Inc.*, 305 B.R. 396, 399 (Bankr. D. Del. 2004) (acknowledging that a bankruptcy court may approve a retroactive rejection of a lease after balancing the equities in the particular case); *In re Philadelphia Newspapers, LLC*, 424 B.R. 178, 185 (Bankr. E.D. Pa. 2010) (authorizing retroactive rejection of executory contract where there was "no obvious prejudice to [the counterparty] in approving rejection retroactively"); *see also Thinking Machs. Corp. v. Mellon Fin. Servs. Corp. (In re Thinking Machines Corp.)*, 67 F.3d 1021, 1028 (1st Cir. 1995) (finding that, "[i]n the section 365 context, this means that bankruptcy courts may enter retroactive orders of approval, and should do so when the balance of equities preponderates in favor of such remediation").

18. Under the present circumstances, the balance of equities favors the rejection of the Contracts *nunc pro tunc* to the Rejection Date. Without a retroactive date of rejection, counterparties to the Contracts may assert additional administrative expenses under the Contracts

that would unnecessarily deplete the Debtors' limited liquidity. Therefore, the Debtors respectfully submit that it is fair and equitable for the Court to order that the Contracts be rejected retroactively as of the Rejection Date.

19. Accordingly, to avoid incurring additional unnecessary administrative expenses associated with the Contracts, the Debtors respectfully request that the Court authorize the Debtors to reject the Contracts effective *nunc pro tunc* to the Rejection Date. Courts in this District have approved relief similar to that requested herein. *See, e.g., In re Winc, Inc.*, No. 22-11238 (LSS) (Bankr. D. Del. Jan. 4, 2023) (authorizing the rejection of contracts as of the date of filing motion); *In re MobiTV, Inc.*, Case No. 21-10457 (LSS) (Bankr. D. Del. May 20, 2021) (same); *In re Shiloh Indus., Inc.*, Case No. 20-12024 (LSS) (Bankr. D. Del. Dec. 17, 2020) (same); *In re Art Van Furniture, LLC*, No. 20-10553 (CSS) (Bankr. D. Del. Apr. 3, 2020) (same); *In re Lucky's Market Parent Company, LLC*, No. 20-10166 (JTD) (Bankr. D. Del. Mar. 12, 2020) (same); *Forever 21, Inc.*, Case No. 19-12122 (KG) (Bankr. D. Del. Sep. 29, 2019) (authorizing rejection of unexpired leases *nunc pro tunc* to the petition date upon motion filed one day after the petition).

III. This Motion Complies with Bankruptcy Rule 6006(f).

20. Bankruptcy Rule 6006(f) establishes requirements for a motion to reject multiple executory contracts or unexpired leases that are not each between the same parties. Rule 6006(f) states, in part, that such a motion shall:

- (1) State in a conspicuous place that parties receiving the omnibus motion should locate their names and their contracts or leases listed in the motion;
- (2) List parties alphabetically and identify the corresponding contract or lease;
- ...

- (5) Be numbered consecutively with other omnibus motions to assume, assign, or reject executory contracts or unexpired leases; and
- (6) Be limited to no more than 100 executory contracts or unexpired leases.

Fed R. Bankr. P. 6006(f).³

21. This Motion complies with the requirements of Bankruptcy Rule 6006(f) applicable to this Motion because (i) the first page of the Motion states in a conspicuous place that parties should locate their names and/or Contract on **Schedule 1** to the Proposed Order, (ii) **Schedule 1** lists parties alphabetically and identifies the corresponding Contract, (iii) this is the Debtors' sixth omnibus motion to reject, and (iv) **Schedule 1** includes less than 100 Contracts.

WAIVER OF BANKRUPTCY RULE 6004(a) AND 6004(h)

22. To the extent that it applies to the relief requested in this Motion, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen (14) day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h). As set forth above, the relief requested herein is essential to prevent harm to the Debtors' operations, going concern value, and their efforts to pursue a resolution to these chapter 11 cases.

RESERVATION OF RIGHTS

23. Nothing contained herein or any actions taken by the Debtors pursuant to the relief granted in the order granting the requested relief, is intended (and should not be construed) as: (i) an admission as to the amount of, basis for, priority, or validity of any particular claim under the Bankruptcy Code or applicable non-bankruptcy law; (ii) a waiver of the Debtors' or any other party's right to dispute any claim; (iii) a promise or requirement to pay any particular

³ Subparts (3) and (4) of Bankruptcy Rule 6006(f) only pertain to motions to assume executory contracts or unexpired leases.

claim; (iv) an implication or admission that any particular claim is of a type described in this Motion or the order granting the relief requested herein; (v) a request or authorization to assume, adopt, or reject any agreement (other than the Specified Leases) pursuant to section 365 of the Bankruptcy Code; (vi) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on the property of, the Debtors' estates, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection, or to seek avoidance of any and all liens, security interests, and other encumbrances; or (vii) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law.

NOTICE

24. Notice of this Motion will be provided to: (a) the Office of the United States Trustee (Attn: Joseph Cudia, Esq. and Fang Bu, Esq.); (b) counsel to the Debtors' prepetition secured and debtor-in-possession financing lender; (c) proposed counsel to the Committee; (d) the counterparties to the Contracts; and (e) any party that requests service pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[Remainder of page left intentionally blank]

CONCLUSION

WHEREFORE, the Debtors respectfully request entry of the Proposed Order granting the relief requested herein and such other relief as is just and proper.

Dated: October 29, 2024
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Erin L. Williamson

Robert J. Dehney, Sr. (No. 3578)

Matthew B. Harvey (No. 5186)

Matthew O. Talmo (No. 6333)

Scott D. Jones (No. 6672)

Erin L. Williamson (No. 7286)

1201 N. Market Street, 16th Floor

P.O. Box 1347

Wilmington, Delaware 19899-1347

Telephone: (302) 658-9200

Facsimile: (302) 658-3989

Email: rdehney@morrisnichols.com
mharvey@morrisnichols.com
mtalmo@morrisnichols.com
sjones@morrisnichols.com
ewilliamson@morrisnichols.com

Counsel to the Debtors and Debtors in Possession

Exhibit A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

LUMIO HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11916 (JKS)

(Jointly administered)

Re: D.I. ____

**ORDER (I) AUTHORIZING REJECTION OF CERTAIN EXECUTORY
CONTRACTS AND UNEXPIRED LEASES EFFECTIVE
AS OF THE REJECTION DATE AND
(II) GRANTING RELATED RELIEF**

Upon consideration of the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (the “Debtors”) for entry of an order (this “Order”) authorizing them to reject certain executory contracts and unexpired leases listed on **Schedule 1** annexed hereto as of the Rejection Date (the “Contracts”), all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* of the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the notice of the Motion was appropriate and that no other notice need be provided; and this Court having reviewed the Motion and having heard the statements and argument in support of the relief requested at a before this Court, if any; and

¹ The Debtors in these chapter 11 cases, along with the last four digits of their U.S. federal tax identification number, are Lumio Holdings, Inc. (7119) and Lumio HX, Inc. (7401). The Debtors’ headquarters is located at 1550 W Digital Drive, Suite 200, Lehi, UT 84043.

² Capitalized terms not defined herein are used as defined in the Motion.

the Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest, and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein and any objections to the requested relief having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Contracts listed on **Schedule 1** attached hereto are hereby rejected as of the Rejection Date.
3. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon its entry.
4. The Motion and the rejection of the Contracts comply with the requirements of Bankruptcy Rule 6006(f).
5. The Debtors' rights and potential claims against counterparties to the Contracts are fully reserved. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order: (i) is intended or shall be deemed to constitute an assumption of any agreement pursuant to section 365 of the Bankruptcy Code or an admission as to the validity of any claim against the Debtors and their estates; (ii) shall impair, prejudice, waive or otherwise affect the rights of the Debtors and their estates with respect to the validity, priority or amount of any claim against the Debtors and their estates; or (iii) shall be construed as a promise to pay a claim.
6. All rights of the Debtors and counterclaims against the counterparties to the Contracts are reserved.

7. The Debtors are authorized to take all actions that are necessary and appropriate to effectuate the relief granted in this Order.

8. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Schedule 1

Rejected Contracts

No.	Contract Party's Name ¹	Description of Contract
1	Geoff Montgomery	Separation and Release Agreement
2	Geoff Montgomery	Separation and Release Agreement
3	Geoff Montgomery	Separation and Release Agreement
4	Geoffrey Blotter	Separation and Release Agreement
5	Gerry Aguilar	Separation and Release Agreement
6	Grant Katzenellenbogen	Separation and Release Agreement
7	Hunter Brannen	Separation and Release Agreement
8	Jackson Andersen	Separation and Release Agreement
9	Jacob Jones	Separation and Release Agreement
10	Jaipal Banala	Separation and Release Agreement
11	Jake Nelson	Separation and Release Agreement
12	James Knisely	Separation and Release Agreement
13	James Lilburn	Separation and Release Agreement
14	James Turschmann	Separation and Release Agreement
15	Janice McDonald	Separation and Release Agreement
16	Jason Batman	Separation and Release Agreement
17	Jeff Garrett	Separation and Release Agreement
18	Jenae Rowe	Separation and Release Agreement
19	Jessica Wiggins	Separation and Release Agreement
20	Jesus Melendez	Separation and Release Agreement
21	JJ Mendez	Separation and Release Agreement
22	Joel Erickson	Separation and Release Agreement
23	John Bankhead	Agreement Regarding Confidentiality Non-Competition and Assignment of Inventions
24	John Bankhead	Employment Agreement
25	John Bankhead	Stock Restriction Agreement
26	John Gajda	Separation and Release Agreement
27	Jordan Mehlhoff	Agreement Regarding Confidentiality Non-Competition and Assignment of Inventions
28	Jordan Mehlhoff	Employment Agreement
29	Jordan Mehlhoff	Employment Agreement
30	Jordan Mehlhoff	Stock Restriction Agreement
31	Jorge Gil	Separation and Release Agreement
32	Joshua Cagiano	Separation and Release Agreement
33	Joshua Christiansen	Separation and Release Agreement
34	Judd Stanger	Agreement Regarding Confidentiality Non-Competition and Assignment of Inventions
35	Judd Stanger	Employment Agreement

¹ The address of each individual has been intentionally omitted.

No.	Contract Party's Name¹	Description of Contract
36	Judd Stanger	Employment Agreement
37	Julio Rodarte	Separation and Release Agreement
38	Julius Gillmore	Separation and Release Agreement
39	Justin Kikendall	Separation and Release Agreement
40	Kaden Frost	Separation and Release Agreement
41	Kailand Lilburn	Separation and Release Agreement
42	Katie Christensen	Separation and Release Agreement
43	Katie Poecker	Separation and Release Agreement
44	KC Mullen	Separation and Release Agreement
45	Kelsey Beck	Separation and Release Agreement
46	Kevin Copeland	Agreement Regarding Confidentiality Non-Competition and Assignment of Inventions
47	Kevin Copeland	Employment Agreement
48	Kevin Goodbody	Separation and Release Agreement
49	Kevin Wallace	Separation and Release Agreement
50	Kimberly Ekker	Separation and Release Agreement
51	Kodi Duvall	Separation and Release Agreement
52	Kris Purser	Separation and Release Agreement
53	Krystal Tijerina	Separation and Release Agreement
54	Kurtis Hansen	Separation and Release Agreement
55	Kyle Olsen	Separation and Release Agreement
56	Lauren Vick	Separation and Release Agreement
57	Lawson Bendall	Separation and Release Agreement
58	Letitia Hopkins	Separation and Release Agreement
59	Lexi Scarduzio	Separation and Release Agreement
60	Lorena Rojas	Separation and Release Agreement
61	Luis Araiza	Separation and Release Agreement
62	Luis Araiza	Separation and Release Agreement
63	Luis Araiza	Separation and Release Agreement
64	Madalyn Bernasek	Separation and Release Agreement
65	Maria Nino	Separation and Release Agreement
66	Maria Romo	Separation and Release Agreement
67	Marielle De Miranda	Separation and Release Agreement
68	Mark Smith	Separation and Release Agreement
69	Marshall Van Leuven	Separation and Release Agreement
70	Mason Barnett	Separation and Release Agreement
71	Matt Fairbourn	Separation and Release Agreement
72	Matthew Tompkins	Separation and Release Agreement
73	McKay Taylor	Separation and Release Agreement
74	Melissa Thurgood	Separation and Release Agreement
75	Michael Lewis	Separation and Release Agreement
76	Michelle Whitaker	Separation and Release Agreement
77	Mikayla Morehouse	Separation and Release Agreement

No.	Contract Party's Name ¹	Description of Contract
78	Mike Hayes	Agreement Regarding Confidentiality Non-Competition and Assignment of Inventions
79	Mike Hayes	Employment Agreement
80	Mike Hayes	Stock Restriction Agreement
81	Miles Wright	Separation and Release Agreement
82	Mitch Weight	Separation and Release Agreement
83	Moises Casilla	Separation and Release Agreement
84	Moises Casilla	Separation and Release Agreement
85	Monica Jimenez	Separation and Release Agreement
86	Natasha Ervin	Separation and Release Agreement
87	Nicholas Morrison	Separation and Release Agreement
88	Nicolaas Gartside	Separation and Release Agreement
89	Nisha Anderson	Separation and Release Agreement
90	Numi Hamilton	Separation and Release Agreement
91	Ny Counts	Separation and Release Agreement
92	Omar Tirado	Separation and Release Agreement
93	Oscar Luna	Agreement Regarding Confidentiality Non-Competition and Assignment of Inventions
94	Oscar Luna	Employment Agreement
95	Oscar Luna	Stock Restriction Agreement
96	Oscar Luna	Stock Restriction Agreement
97	Paul Ilgen	Separation and Release Agreement
98	Paul Marquez	Separation and Release Agreement
99	Paul Marquez	Separation and Release Agreement
100	Paul Marquez	Separation and Release Agreement