

TERMS OF SALE

On behalf of the secured party, SageCrest Finance, LLC, and SageCrest Holdings, LLC (the "Seller"), Daley-Hodkin, LLC (the "Auctioneer") hereby sells the intellectual property, including Trademarks, Copyrights, 39 Episodes of SeeMore's Playhouse on digital master tapes and related assets, including, but not limited to: puppets, props, computers, monitors, office furniture and office equipment (the "Assets ") of Safety4Kids, LLC ("S4K" or the "Debtor"). All of the Assets are offered "AS IS" and "WHERE IS" without any representation or warranty whatsoever, either expressed or implied, including but not limited to representations or warranties as to quality, condition, description, merchantability or fitness for any particular purpose.

In order to be eligible to bid, all bidders participating in the auction sale must register, obtain a bidder's number and provide a \$10,000 minimum deposit prior to or at the auction sale. The high bidder will be required to increase its deposit to an amount equal to twenty five (25%) percent of the full purchase price immediately at the time of knockdown. Payment of the balance in full must be made within 72 hours after the sale is concluded and prior to the removal of any of the Asset(s) purchased.

In the event the high bidder fails to give the required twenty five (25%) deposit, the Auctioneer may, without notice to the purchaser, resell the Asset anytime during or after the sale. All deposits and payments shall consist of cash, cashier's check, cash equivalent or other certified funds made payable to Daley-Hodkin LLC. Signed checks will be accepted only if accompanied by a bank letter drawn on a bank, which is reasonably acceptable to the Auctioneer, and which states that the bank will **guarantee payment** up to a specified amount (**THIS LETTER MUST CONTAIN THE WORDS "GUARANTEE PAYMENT"**). Signed checks delivered to the Auctioneer by the Buyer, omitting the dollar amounts will be completed and deposited by the Auctioneer at the conclusion of the auction sale.

A five (5%) percent buyer's premium will be added to the purchase price of and will be included the successful bidder's invoice.

The Auctioneer reserves the right to sell in bulk or in any manner deemed suitable. In the event of any disputed bid the Auctioneer reserves the right to reopen the sale for rebid. The auction sheets and records of sale as set forth by the Auctioneer must be accepted as final by all purchasers. The Auctioneer is not bound by any actions or statements made by any person other than himself. In the event the Auctioneer is unable to release any Asset to a purchaser, the extent of the Auctioneer's liability will be to refund any funds collected from the purchaser against Asset.

Removal of the Assets must be completed in accordance with the terms stated by the Auctioneer, by appointment and will be permitted only after payment in full has been received from the successful bidder. All of the Assets must be removed by the purchaser at its own risk and expense and in compliance with all applicable laws, regulations or ordinances. No allowances or adjustment of any kind will be made once the Assets purchased are removed. Intellectual Property will be transferred by the Seller's attorney.

If the purchaser fails to comply with the terms of final payment and/or removal, the Auctioneer reserves the right to resell the Assets concerned, without notice to the purchaser and any payments will be forfeited. The purchaser will remain liable for any deficiency as well as expenses incurred in connection with the resale or removal of any abandoned and forfeited Assets.

All lots offered for sale that have drawers, storage compartments or any other areas for storage, are sold without contents therein or thereon unless specifically announced otherwise by the Auctioneer. Computers are sold as hardware only; purchasers do not have rights to any information or software, which may be in the system. Obtaining software licenses are the responsibility of the purchaser.

All information, materials and reports, either verbal or printed that have been provided by the Auctioneer are correct to the best of our knowledge and in no other way is accuracy of same guaranteed by the Auctioneer. Bidders shall rely on their own due diligence and inspection.

The Seller reserves the right to confirm and/or reject any and all bids. Confirmation of the bid shall occur within 48 hours following conclusion of the Auction sale.

Any disputes, controversies or claims arising out of these Terms of Sale shall be irrevocably and unconditionally submitted to arbitration pursuant to the rules of the American Arbitration Association and the customs and practices applying to arbitration in the State of Connecticut. The decision of the Arbitrator shall be final, binding and non-appealable. The prevailing party shall be entitled to collect any costs and expenses incurred in connection with such arbitration, including without limitation, all reasonable legal fees and expenses.

These terms supersede any other posted or printed Terms of Sale and are read at the beginning of the sale, posted on the premises and made available to bidders at the time of registration. Prospective purchasers are deemed to have full knowledge of same regardless of what time they entered the sale premises or method of bidding. Modification or waiver of any portion of the Terms of Sale or additional terms and conditions of sale may be made by the Auctioneer at any time and said modification shall not affect any other portion of the Terms of Sale. A successful bid is considered acceptance of the above terms and is a binding contract.

I hereby acknowledge that I have read, understand and agree to these Terms of Sale.

Signature

Date

Buyer Number