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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA

In re:
 Jagged Peak, Inc., a Nevada corporation
☒ Affects this Debtor.

Case No.: BK-S-19-15959-MKN

Chapter 11

LEAD CASE

Jointly Administered with:

In re:

TradeGlobal LLC, a Delaware limited liability company,

☐ Affects this Debtor.

Case No.: BK-S-19-15960-MKN

Chapter 11

In re:

TradeGlobal North America Holding, Inc., a Delaware corporation,

☐ Affects this Debtor.

Case No.: BK-S-19-15961-MKN

Chapter 11

Status Hearing:

Date: January 14, 2020

Time: 9:30 a.m. PT

**AMENDED STIPULATION AMONG JAGGED PEAK, INC.,
SINGAPORE POST LIMITED, AND ID LOGISTICS, US INC.,
RESOLVING LIMITED OBJECTION TO SALE OF EDGE SOFTWARE
FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES**

This stipulation (this “Stipulation”) is entered into by and among Jagged Peak, Inc. (“Jagged Peak”), a debtor and debtor-in-possession in the above referenced chapter 11 cases, Singapore Post Limited (“SingPost”), and ID Logistics, US Inc. (“IDL”, and collectively with Jagged Peak and SingPost, the “Parties”), by and through their undersigned counsel. The Parties hereby stipulate and agree as follows:

A. WHEREAS, on October 22, 2019, Jagged Peak, TradeGlobal LLC, and TradeGlobal North America Holdings, Inc. (collectively, the “Debtors”) filed the *Debtors’ Motion Pursuant to Sections 105(a), 363, 365, 503(b), and 507(a)(2) of the Bankruptcy Code: (I) Approving Bidding Procedures for the Sale of Substantially All Assets of One or More of the Debtors, Scheduling an Auction and Sale Hearing, and Approving the Form and Manner Thereof; (II) Approving the Sale of Assets Free and Clear of Liens, Claims, Interests, and Encumbrances, (III) Approving the Assumption and Assignment of Certain Related Executory Contracts; (IV) Waiving the Requirements of Bankruptcy Rules 6004(h) and 6006(d), and (V) Granting Related Relief* [ECF No. 131] (the “Sale Motion”),¹ seeking approval of, among other

¹ Capitalized terms used herein but not otherwise defined shall have the respective meaning ascribed to such terms in the Sale Motion.

1 things, the sale of substantially all of Jagged Peak's assets to IDL, including Jagged Peak's
2 proprietary software product EDGE™ (the "EDGE Software");

3 B. WHEREAS, on November 15, 2019, SingPost filed the Limited Objection of
4 Singapore Post Limited to Jagged Peak's Sale of EDGE Software to ID Logistics US, Inc. Free
5 and Clear of Liens, Claims, Interests, and Encumbrances [ECF No. 278] (the "Limited
6 Objection"), (i) objecting to the sale of the EDGE Software free and clear of SingPost's asserted
7 license to continue using the EDGE Software, (ii) seeking the protections afforded to SingPost
8 as a licensee pursuant to section 365(n) of the Bankruptcy Code, and (iii) requesting adequate
9 protection;

10 C. WHEREAS, on November 18, 2019, the Debtors filed the Debtors' Reply to
11 Limited Objection of Singapore Post Limited to Jagged Peak's Sale of EDGE Software to ID
12 Logistics, US, Inc. Free and Clear of Liens, Claims, Interests, and Encumbrances [ECF No.
13 311] (the "Reply");

14 D. WHEREAS, on November 19, 2019, the Parties negotiated the terms of a
15 consensual resolution of the Limited Objection and agreed to recite such terms on the record at
16 the Sale Hearing (as defined below) (such terms, as modified on the record at the Sale Hearing,
17 the "Resolution Terms");

18 E. WHEREAS, on November 20, 2019, the Bankruptcy Court held a hearing (the
19 "Sale Hearing") to consider, among other things, the Sale Motion and the Limited Objection;

20 F. WHEREAS, at the Sale Hearing, counsel to each of the Parties collectively
21 recited and agreed on the record to the Resolution Terms and agreed to memorialize the
22 Resolution Terms in a stipulation and order approving such stipulation;

23 G. WHEREAS, at the Sale Hearing, the Bankruptcy Court approved, among other
24 things, the sale of substantially all of Jagged Peak's assets, including the EDGE Software, to
25 IDL, subject to the terms and conditions of the Resolution Terms and the *Order Pursuant to 11*
26 *U.S.C. §§ 105, 363, and 365: (A) Approving the Sale of Substantially All Assets of Jagged Peak,*
27 *Inc. Free and Clear of Liens Encumbrances, Claims and Interests, (B) Approving the*
28 *Assumption and Assignment of Designated Executory Contracts and Unexpired Leases, (C)*

1 *Waiving the Requirements of Bankruptcy Rules 6004(h) and 6006(d), and (D) Granting Related*
 2 *Relief [ECF No. 343], which was thereafter amended and superseded by the Amended Order*
 3 *Pursuant to 11 U.S.C. §§ 105, 363, and 365: (A) Approving the Sale of Substantially All Assets*
 4 *of Jagged Peak, Inc. Free and Clear of Liens Encumbrances, Claims and Interests, (B)*
 5 *Approving the Assumption and Assignment of Designated Executory Contracts and Unexpired*
 6 *Leases, (C) Waiving the Requirements of Bankruptcy Rules 6004(h) and 6006(d), and (D)*
 7 *Granting Related Relief [ECF No. 345] (the “Sale Order”); and*

8 H. WHEREAS, this Stipulation and an Order approving this Stipulation (the
 9 “Stipulation Order”), attached hereto as **Exhibit A**, memorialize the Resolution Terms as stated
 10 on the record and approved by the Bankruptcy Court at the Sale Hearing.

11 **NOW, THEREFORE, UPON THE FOREGOING RECITALS AND THE RECORD OF THE**
 12 **SALE HEARING, WHICH ARE INCORPORATED AS THOUGH FULLY SET FORTH**
HEREIN, THE PARTIES HEREBY AGREE

13 1. The Limited Objection is continued for the period between and including the date
 14 of the Sale Hearing and the earlier of (i) the Execution Date (as defined below) and (ii) the date
 15 on which an order of the Bankruptcy Court (the “License Resolution Order”) resolving the
 16 License Issues (as defined below) becomes final and non-appealable (the “Continuance
 17 Period”).

18 2. During the Continuance Period, IDL and SingPost agree to negotiate in good faith
 19 the terms of a new license from IDL to SingPost of the EDGE Software to be set forth in a new
 20 license agreement (the “New License Agreement”). The terms of the New License Agreement
 21 will be deemed effective as of and *nunc pro tunc* to December 11, 2019 (the “Closing Date”).

22 3. During the Continuance Period and prior to the Closing Date, Jagged Peak
 23 maintained the status quo with respect to SingPost’s use of the EDGE Software, and permitted
 24 SingPost to continue to use the EDGE Software as it is currently being used.

25 4. On and after the Closing Date and during the Continuance Period, IDL agrees to
 26 maintain the status quo with respect to SingPost’s use of the EDGE Software, and to permit
 27 SingPost to continue to use the EDGE Software as it is currently being used.

1 5. The Bankruptcy Court held a telephonic status conference on December 17, 2019
2 at 9:30 a.m. (Pacific Time), at which the Parties provided a report to the Bankruptcy Court on
3 the status of negotiations regarding the New License Agreement. The Bankruptcy Court will
4 hold another telephonic status conference on **January 14, 2020** at 9:30 a.m. (Pacific Time) (the
5 “Status Conference”). At the Status Conference, the Parties shall provide a report to the
6 Bankruptcy Court on the status of negotiations regarding the New License Agreement.

7 6. If by or at the Status Conference IDL and SingPost have negotiated and agreed
8 upon mutually acceptable terms of the New License Agreement, and IDL and SingPost each
9 have executed and delivered a counterpart to the New License Agreement to the other party
10 (the date such delivery is complete by IDL and SingPost, the “Execution Date”), then the
11 Limited Objection shall be deemed to have been automatically withdrawn by SingPost on the
12 Execution Date with prejudice, and the clerk of the Bankruptcy Court and/or BMC Group, Inc.,
13 Jagged Peak’s claims and noticing agent (the “Noticing Agent”) shall indicate on the docket
14 for the Debtors’ chapter 11 cases that the Limited Objection has been withdrawn with prejudice.

15 7. If by or at the Status Conference the Execution Date has not occurred, then at the
16 Status Conference the Bankruptcy Court will schedule an evidentiary hearing on the License
17 Issues for a mutually agreeable date (the “Continued Hearing”).

18 8. At the Continued Hearing, the only issues before the Bankruptcy Court will be
19 the Parties’ respective rights with respect to the EDGE Software, including but not limited to
20 the following issues (collectively, the “License Issues”): (i) whether SingPost possesses rights
21 to the EDGE Software; (ii) whether SingPost possesses rights under Bankruptcy Code section
22 365(n) on a go-forward basis, on an as-is basis, or pursuant to other terms to be decided by the
23 Bankruptcy Court; (iii) whether SingPost’s purported license is executory and subject to
24 rejection and rejection damages; (iv) whether IDL can acquire the EDGE Software free and
25 clear of SingPost’s purported license; (v) whether SingPost is entitled to adequate protection
26 and, if so, the terms of such adequate protection, if any; and (vi) other relief the Bankruptcy
27 Court deems necessary. The Parties reserve all of their respective rights, remedies, powers,
28 claims, counterclaims, and defenses with respect to the License Issues.

9. If at the Continued Hearing the Bankruptcy Court authorizes Jagged Peak to reject the license asserted by SingPost in the EDGE Software, and SingPost asserts a damage claim against Jagged Peak on account of such rejection (the “Rejection Claim”), then Jagged Peak reserves the right to participate in the liquidation process of the Rejection Claim.

10. The Reply shall be deemed to be automatically withdrawn without prejudice by Jagged Peak. The clerk of the Bankruptcy Court and/or the Noticing Agent shall indicate on the docket for the Debtors’ chapter 11 cases that the Reply has been withdrawn without prejudice. The Reply shall be stricken from and not deemed to be a part of the record in the Chapter 11 Cases under Local Rule 9018.

11. Nothing contained in this Stipulation constitutes consent by SingPost to the jurisdiction of the Bankruptcy Court or entry of any final order except entry of the Sale Order, the Stipulation Order, and any License Resolution Order.

Dated: December 17, 2019

Dated: December 17, 2019

/s/ Gabrielle A. Hamm

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1 Dated: December 17, 2019

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15 *Attorneys for ID Logistics US, Inc.*

EXHIBIT A

STIPULATION ORDER

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEVADA

In re:

Jagged Peak, Inc., a Nevada corporation,

☒ Affects this Debtor.

Case No.: BK-S-19-15959-MKN

Chapter 11

LEAD CASE

Jointly Administered with:

In re:

TradeGlobal LLC, a Delaware limited liability company,

☐ Affects this Debtor.

Case No.: BK-S-19-15960-MKN

Chapter 11

In re:

TradeGlobal North America Holding, Inc., a Delaware corporation,

☐ Affects this Debtor.

Case No.: BK-S-19-15961-MKN

Chapter 11

Status Hearing:

Date: January 14, 2020

Time: 9:30 a.m. PT

1 **ORDER GRANTING STIPULATION AMONG JAGGED PEAK,**
2 **SINGAPORE POST LIMITED, AND ID LOGISTICS, US INC.,**
3 **RESOLVING LIMITED OBJECTION TO SALE OF EDGE SOFTWARE**
4 **FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES**

5 Debtor and debtors-in-possession Jagged Peak, Inc., Singapore Post Limited, and ID
6 Logistics, US Inc., by and through their undersigned counsel, have entered into that *Stipulation*
7 *Among Jagged Peak, Singapore Post Limited, and ID Logistics, US., Inc., Resolving Limited*
8 *Objection to Sale of EDGE Software Free and Clear of Liens, Claims, Interests, and*
9 *Encumbrances* (“Stipulation”)¹ [ECF No. [___]].

10 The Court having reviewed the Stipulation, and good cause appearing therefore,
11 HEREBY ORDERS:

- 12 1. The Stipulation is approved in its entirety.
- 13 2. The Status Conference will be held telephonically on **January 14, 2020** at
14 9:30 a.m. (Pacific Time).
- 15 3. The Reply shall be deemed withdrawn and shall be stricken from and not deemed
16 to be a part of the record in the Chapter 11 Cases.
- 17 4. Nothing contained in the Stipulation or this Order constitutes consent by SingPost
18 to the jurisdiction of the Bankruptcy Court or entry of any final order except entry of the Sale
19 Order, the Stipulation Order, and any License Resolution Order.

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¹ Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Stipulation.

1 Dated: December 17, 2019

Dated: December 17, 2019

2 /s/ Gabrielle A. Hamm

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19 *Attorneys for Debtors*

20 Dated: December 17, 2019

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Attorneys for Singapore Post Limited

CERTIFICATE OF SERVICE

On December 17, 2019, the foregoing was served upon all parties on the Court's official address matrix via the Court's ECF System.

/s/ Gidget Kelsey

An employee of Fennemore Craig, P.C.