

1 109

2 ZEV SHECHTMAN (BAR NO. 266280)

*zev.shechtman@saul.com*

3 Jeffrey Hampton (admitted pro hac vice)

*jeffrey.hampton@saul.com*

4 Turner N. Falk (admitted pro hac vice)

*turner.falk@saul.com*

5 **SAUL EWING LLP**

1888 Century Park East, Suite 1500

6 Los Angeles, California 90067

Telephone: (310) 255-6100

7 Facsimile: (310) 255-6200

8 Proposed attorneys for Hronis, Inc. and  
9 affiliated Debtors and Debtors in Possession

10 **UNITED STATES BANKRUPTCY COURT**  
11 **EASTERN DISTRICT OF CALIFORNIA**  
**FRESNO DIVISION**

12 In re

Case No. 1:26-bk-10978

13 HRONIS, INC., a California corporation,

Chapter 11

14 et al.,

SE - 12

15 Debtors in Possession

(Jointly Administered with Case Nos. 1:26-bk-10979, 1:26-bk-10980, 1:26-bk-10981, 1:26-bk-10982, 1:26-bk-10983, 1:26-bk-10984, 1:26-bk-10986, 1:26-bk-10987, and 1:26-bk-10988)

16 Affects:

- 17  ALL DEBTORS
- 18  HRONIS, INC., a California corporation
- 19  HRONIS CAPITAL ASSETS, LP, a California limited partnership
- 20  HRONIS CAPITAL MANAGEMENT, LLC, a California limited liability company
- 21  HRONIS CITRUS, LLC, a California limited liability company
- 22  HRONIS FARMING, LP, a California limited partnership
- 23  HRONIS FRUIT COMPANY LLC, a California limited liability company
- 24  HRONIS LAND COMPANY, a California general partnership
- 25  HRONIS RANCH, LLC, a California limited liability company
- 26  HRONIS RESOURCE MANAGEMENT, LLC, a California limited liability company
- 27  THE HRONIS FAMILY LIMITED PARTNERSHIP, a California limited partnership
- 28

**ORDER APPROVING DEBTORS' MOTION FOR ENTRY OF AN ORDER (I) APPROVING BIDDING PROCEDURES; (II) APPROVING FORM OF ASSET PURCHASE AGREEMENT; (III) APPROVING BID PROTECTIONS; (IV) APPROVING FORM OF NOTICE OF AUCTION AND SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS; (V) ESTABLISHING CERTAIN ASSUMPTION AND ASSIGNMENT PROCEDURES; (VI) AND GRANTING RELATED RELIEF**

1           Upon the motion (the “Motion”)<sup>1</sup> of the above-captioned debtors and debtors in possession  
2 (each a “Debtor” and, collectively, the “Debtors”) for entry of an order, as applicable, (i) approving  
3 the bidding procedures (the “Bidding Procedures”), substantially in the form attached hereto as  
4 **Exhibit A**, (ii) setting the deadline (the “Bid Deadline”) for Potential Bidders to submit a proposal  
5 to purchase substantially all of the Debtors’ assets (collectively, the “Business”) and approving the  
6 form and manner thereof, substantially in the form attached hereto as **Exhibit B** (the “Sale Notice”),  
7 (iii) approving certain bid protections; (iv) approving the bid (the “Stalking Horse Bid”) of  
8 Conterra Agricultural Capital, LLC, or an entity to be formed by Conterra Agricultural Capital,  
9 LLC (collectively, “Conterra”), as a Qualified Bid under the Bidding Procedures and deeming the  
10 Stalking Horse Bid the Successful Bid for the Debtors’ Business, subject to higher and better bids,  
11 if any; (v) establishing certain Assumption and Assignment Procedures and approving the form and  
12 manner of notice thereof, substantially in the form attached hereto as **Exhibit C** (the “Assumption  
13 and Assignment Notice”); (vi) approving the form of asset purchase agreement (the “APA”) by and  
14 between Conterra and the Debtors, substantially in the form attached hereto as **Exhibit D**; and (vii)  
15 granting related relief, as more fully set forth in the Motion, pursuant to sections 105(a), 363(b)(1),  
16 365(b), and 503(b)(1)(A) of Title 11 of the United States Code (the “Bankruptcy Code”), rules 2002  
17 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (as amended from time to time, the  
18 “Bankruptcy Rules”), and rules 9014-1 and 9004-1 of the Local Rules of the United States  
19 Bankruptcy Court for the Eastern District of California (“Local Rules”); and this Court having  
20 jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and  
21 1334; and consideration of the Motion and the relief requested being a core proceeding pursuant to  
22 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and  
23 1409; and this Court having found that the Debtors’ notice of the Motion and opportunity for a  
24 hearing (the “Hearing”) on the Motion were appropriate under the circumstances and no other  
25 notice need be provided; and this Court having reviewed the Motion and the objection to the Motion  
26 filed by the Committee [Docket No. 159]; and this Court having held the Hearing on April 7, 2026;

27

28 <sup>1</sup> Capitalized terms used but not defined herein have the meaning ascribed to them in the Motion or the Bidding Procedures, as applicable.

1 and this Court having determined that the legal and factual bases set forth in the Motion and at the  
2 Hearing establish just cause of the relief granted herein; and objections to the relief requested herein  
3 having been resolved or otherwise overruled; and upon all of the proceedings had before this Court;  
4 and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their  
5 estates, creditors, and all parties in interest; and after due deliberation and sufficient cause appearing  
6 therefor,

7 **IT IS HEREBY FOUND AND DETERMINED THAT:**

8  
9 A. Jurisdiction and Venue. Consideration of the Motion and relief requested therein is a  
10 core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28  
11 U.S.C. §§ 1408 and 1409. The Court has jurisdiction to consider the Motion and the relief requested  
12 therein in accordance with 28 U.S.C. §§ 157 and 1334.

13 B. Statutory and Legal Predicates. The statutory and legal predicates for the relief  
14 requested in the Motion are sections 105(a), 363(b)(1), 365(b) and 503(b)(1)(A) of the Bankruptcy  
15 Code, and Bankruptcy Rules 2002, 6004, and 6006.

16 C. Bidding Procedures. Debtors have articulated good and sufficient business reasons  
17 for the Court to approve the Bidding Procedures. The Bidding Procedures are fair, reasonable, and  
18 appropriate. The Bidding Procedures are reasonably designed to promote a competitive and robust  
19 bidding process to generate the greatest level of interest in the Debtors' Business resulting in the  
20 highest or otherwise best offer. In accordance with the Bidding Procedures, the Stalking Horse Bid  
21 of Conterra (the "Stalking Horse Bidder") shall constitute a "Qualified Bid" and shall be deemed the  
22 Successful Bid, subject to the Debtors' obligation to conduct an Auction in the event that one or more  
23 additional Qualified Bids are timely received and subject to the rights of the Committee in paragraph  
24 24 of this Order.

25 D. Designation of Stalking Horse Bid. Debtors have articulated good and sufficient  
26 business reasons for the Court to authorize the procedures for the Debtors to designate a Conterra as  
27 the Stalking Horse Bidder and enter into a Stalking Horse Agreement in accordance with the Bidding  
28 Procedures.

1 E. Bid Protections. Debtors have articulated good and sufficient business reasons for the  
2 Court to authorize the Debtors to offer Bid Protections in accordance with the Bidding Procedures.

3 F. Assumption and Assignment Procedures. The procedures set forth below regarding  
4 the assumption and assignment of the contracts (each, an "Assigned Contract," and collectively, the  
5 "Assigned Contracts") proposed to be assumed by the Debtors pursuant to section 365(b) of the  
6 Bankruptcy Code and assigned to the Stalking Horse Bidder pursuant to section 365(f) of the  
7 Bankruptcy Code in connection with the Sale (the "Assumption and Assignment Procedures") are  
8 hereby approved to the extent set forth herein and shall govern the assumption and assignment of all  
9 of the Debtors' Assigned Contracts to be assumed and assigned in connection with the Sale, subject  
10 to the payment of any amounts necessary to cure any defaults arising under any Assigned Contract  
11 (the "Cure Costs"). The Assumption and Assignment Notice (the "Assumption and Assignment  
12 Notice") and the Assumption and Assignment Procedures (the "Assumption and Assignment  
13 Procedures"), as described directly below, have been tailored to provide an adequate opportunity for  
14 all counterparties to assert any objections to the assumption and assignment of the Assigned Contracts  
15 and related Cure Costs:

- 16 a. Assumption and Assignment Notice. The form of the Assumption and Assignment  
17 Notice attached to this Order as Exhibit C is approved. The Debtors shall serve the  
18 Assumption and Assignment Notice by first class mail or email on each counterparty  
19 to the Assigned Contracts to be assumed and assigned as part of the proposed Sale (or  
20 their respective counsel, if known). The Assumption and Assignment Notice shall  
21 inform each recipient of (i) the timing and procedures relating to such assumption and  
22 assignment, (ii) the title (or an appropriate description) and date of the Assigned  
23 Contract (if available), (iii) the name of the non-Debtor counterparty to the Assigned  
24 Contract, (iv) the Debtors' good faith estimates of the Cure Costs (if any) required in  
25 connection with the Assigned Contract, (v) the identity of the Stalking Horse Bidder  
26 or other Successful Bidder, if any, to whom the Assigned Contract is to be assigned,  
27 and (vi) the Cure Objection Deadline; provided, however, that service of an  
28 Assumption and Assignment Notice does not constitute an admission that such  
contract is an executory contract or that any stated Cure Cost constitutes a claim  
against the Debtors or a right against the Stalking Horse Bidder or other Successful  
Bidder, if any, and all rights with respect thereto are expressly reserved. Further, the  
inclusion of a contract on the Assumption and Assignment Notice is not a guarantee  
that such contract will ultimately be assumed and assigned. Any determination of  
whether such contract is an executory contract or can be rejected will be made in  
accordance with the Bankruptcy Code, the Bankruptcy Rules, and all applicable orders  
of this Court.

- 1           b. Cure Costs. The payment of the applicable Cure Costs shall (i) effect a cure of all  
 2 defaults existing thereunder, (ii) compensate for any actual pecuniary loss to such  
 3 counterparty resulting from such default, and (iii) together with the assumption of the  
 4 Assigned Contracts by the Debtors and the assignment of the Assigned Contracts to  
 5 the Stalking Horse Bidder or other Successful Bidder, if any, constitute adequate  
 6 assurance of future performance thereof. In the event the Successful Bidder is not the  
 7 Stalking Horse Bidder, objections to adequate assurance of future performance of the  
 8 Assigned Contracts by the Successful Bidder must be filed with the Court and served  
 9 no later than June 1, 2026 at noon (PT).
- 10           c. Objections. Objections, if any, to the proposed assumption and assignment or the Cure  
 11 Cost proposed with respect thereto (each, a “Cure Objection”), must (i) be in writing,  
 12 (ii) comply with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules,  
 13 and the Local Rules, (iii) state with specificity the nature of the objection and, if the  
 14 objection pertains to the proposed cure amount, the correct cure amount alleged by the  
 15 objecting counterparty, together with any applicable and appropriate documentation  
 16 in support thereof, and (iv) be filed with the Court and served so as actually to be  
 17 received on or before **4:00 p.m. (PT) 21 days following mailing of the Assumption  
 18 and Assignment Notice** or deadline set forth in the Supplemental Assumption Notice,  
 19 as applicable (each, a “Cure Objection Deadline”).
- 20           d. Contract Assumption. No Assigned Contract shall be deemed assumed and assigned  
 21 pursuant to section 365 of the Bankruptcy Code until the later of (i) the date the Court  
 22 has entered an order assuming and assigning such Assigned Contracts or (ii) the date  
 23 the Sale has closed.

24           G. Form of Asset Purchase Agreement. Debtors have articulated good and sufficient  
 25 business reasons for the Court to approve that certain APA [Docket No. 156] between Debtors and  
 26 Conterra.

27           H. Notice. Notices to be provided as set forth in the Motion are good and sufficient notice  
 28 to all parties in interest of all matters pertinent hereto. No further notice is required.

          I. Relief is Warranted. The legal and factual bases set forth in the Motion establish just  
 and sufficient cause to grant the relief requested therein.

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

- 1. The Motion is granted as set forth.
- 2. All objections to the relief granted herein that have not been resolved, waived, or  
 settled (including by incorporation in this Order), and all reservations of rights included in such  
 objections, are hereby overruled and denied on the merits with prejudice.
- 3. The Bidding Procedures, attached hereto as Exhibit A, are hereby approved.

1           4.       The Sale Notice, attached hereto as **Exhibit B** is hereby approved.

2           5.       The Assumption and Assignment Procedures are hereby approved. The Assumption  
3 and Assignment Notice, attached hereto as **Exhibit C** is hereby approved.

4           6.       The form of APA is hereby approved as the form Stalking Horse APA, a true and  
5 correct copy of which is attached hereto as **Exhibit D**, recognizing that the Court is not approving the  
6 actual sale of the Debtors Business to any buyer by way of this Order.

7           7.       In the event that the Debtors receive one or more Qualified Bids, an Auction shall take  
8 place on **May 27, 2026, commencing at 10:00 a.m. (PT)** at the offices of Saul Ewing LLP, 1888  
9 Century Park East, Suite 1500, Los Angeles, California 90067 or on such other date and/or at such  
10 other location or by virtual means as determined by the Debtors in consultation with the Committee.

11          8.       The Bidding Procedures and Assumption and Assignment Procedures are incorporated  
12 herein by reference and shall govern the bids and proceedings related to the sale of the Debtors'  
13 Business. The failure to specifically include or reference any particular provision of the Bidding  
14 Procedures or Assumption and Assignment Procedures in the Motion or this Order shall not diminish  
15 or otherwise impair their effectiveness, it being the Court's intent that the Bidding Procedures and  
16 Assumption and Assignment Procedures are approved in their entirety, as if fully set forth in this  
17 Order.

18          9.       The procedures and requirements set forth in the Bidding Procedures, including those  
19 associated with submitting a Qualified Bid, are fair, reasonable, and appropriate, and are designed to  
20 maximize recoveries for the benefit of the Debtors' estates, creditors, and all parties in interest.

21          10.       The procedures and requirements set forth in the Assumption and Assignment  
22 Procedures are fair, reasonable, and appropriate, and are designed to maximize recoveries for the  
23 benefit of the Debtors' estates, creditors, and all parties in interest.

24          11.       The Debtors are authorized to take all reasonable actions necessary or appropriate to  
25 implement the Bidding Procedures and Assumption and Assignment Procedures in accordance with  
26 the terms of this Order.

27          12.       The Debtors are authorized, but not directed to, in the exercise of their reasonable  
28 business judgment, designate Conterra as the Stalking Horse Bidder and enter into a Stalking Horse

1 Agreement for the sale of their Business, in accordance with the terms of this Order and the Bidding  
2 Procedures.

3 13. Subject to the terms of this Order and the Bidding Procedures, the Debtors may, with  
4 the consent of the Consultation Parties: (i) establish an initial overbid minimum of \$500,000 and  
5 subsequent bidding increment requirements, and (ii) provide other appropriate and customary  
6 protections to the Stalking Horse Bidder (the protections described in this paragraph collectively are  
7 referred to as the “Bid Protections”). The Bid Protections shall be described in detail, including the  
8 amount and calculation of such Bid Protections. For the avoidance of doubt, Conterra shall not be  
9 entitled to the Expense Reimbursement, a breakup fee, or other Bid Protections.

10 14. The Expense Reimbursement, to the extent payable under this Order, shall constitute  
11 allowed administrative expense claims against the Debtors’ estates pursuant to sections 105(a),  
12 503(b), and 507(b) of the Bankruptcy Code, and shall be paid as provided in the APA. The Debtors  
13 are authorized to pay the Bid Protections in cash or by wire transfer of immediately available funds  
14 solely from the proceeds of a higher and better bid in accordance with this Order without any further  
15 action or order by the Court.

16 15. Notwithstanding any provision of the DIP Credit Agreement to the contrary, on or  
17 before May 5, 2026, the Debtors shall file a motion to approve the Sale.

18 16. By no later than 5 business days following entry of this Order, the Debtors shall file  
19 an Assumption and Assignment Notice, which shall include a schedule of cure obligations (the “Cure  
20 Schedule”) for all Assigned Contracts potentially being assumed and assigned by the Debtors. The  
21 Cure Schedule shall include a description of each executory contract or unexpired lease potentially to  
22 be assumed and assigned (the “Subject Contracts”) and the Cure Costs necessary to cure defaults  
23 under such agreements pursuant to section 365 of the Bankruptcy Code. A copy of the Assumption  
24 and Assignment Notice, including the Cure Schedule, shall be served on each of the non-Debtor  
25 counterparties listed on the Cure Schedule by email, where available, or otherwise by first-class mail  
26 on the date that the Assumption and Assignment Notice is filed with the Court.

27 17. Objections to the assumption and assignment of any executory contract or unexpired  
28 lease identified on the Cure Schedule, including, but not limited to, the Cure Costs set forth therein,

1 must be in writing, state the basis of such objection with specificity, be filed with the Court no later  
2 than 4:00 p.m. (PT) 21 days following mailing of the Cure Schedule and be served on the parties to  
3 be noticed. Any such objections shall set forth a specific default by the Debtor(s) in respect of a  
4 Subject Contract and claim a specific monetary amount that differs from the amount (if any) specified  
5 by the Debtors in the Cure Schedule.

6 18. If no objection is timely and properly received with respect to a Subject Contract  
7 designated for assumption by the Successful Bidder as an Assigned Contract, then any non-Debtor  
8 counterparties to such Assigned Contract shall (a) be forever barred from objecting to the Cure Costs  
9 and from asserting any additional cure or other amounts with respect to the Assigned Contract, and  
10 the Debtors and the Successful Bidder shall be entitled to rely solely upon the Cure Costs set forth in  
11 the Cure Schedule; provided, however, that non-Debtor counterparties to Assigned Contracts shall  
12 not be barred from seeking additional amounts on account of any defaults occurring or cure arising  
13 between the date of the mailing of the Cure Schedule and the date of assumption and assignment to  
14 the Successful Bidder; (b) be deemed to have consented to the assumption and assignment of such  
15 Assigned Contract; and (c) be forever barred, estopped, and permanently enjoined from asserting or  
16 claiming against the Debtors, the Successful Bidder, or their respective property that any additional  
17 amounts are due or other defaults exist, that conditions to assignment must be satisfied under such  
18 Assigned Contract, or that there is any objection or defense to the assumption and assignment of such  
19 Assigned Contract. In addition, the Cure Costs set forth in the Cure Schedule shall be binding upon  
20 the non-Debtor counterparties to the Assigned Contracts for all purposes in the Chapter 11 Cases and  
21 will constitute a final determination of the Cure Costs required to be paid by the Debtor(s) in  
22 connection with the assumption and assignment of the Assigned Contract.

23 19. Where a non-Debtor counterparty to a Subject Contract timely files an objection  
24 asserting a cure amount higher or different than the proposed Cure Costs (the "Disputed Cure  
25 Amount"), then (a) to the extent that the parties are able to consensually resolve the Disputed Cure  
26 Amount, the cure amount shall be as agreed between the parties, or (b) to the extent the parties are  
27 unable to consensually resolve the dispute, the amount to be paid under section 365 of the Bankruptcy  
28 Code with respect to such Disputed Cure Amount will be determined at a hearing to be scheduled by

1 the Court. All other timely objections to the proposed assumption and assignment of the Subject  
2 Contracts will be heard at the Sale Hearing, unless adjourned by agreement of the parties.

3 20. The Debtors, in consultation with the Consultation Parties, are authorized to make  
4 non-substantive changes to the Bidding Procedures and any related documents without further order  
5 of this Court, including, without limitation, changes to correct typographical and grammatical errors.

6 21. The Debtors are authorized to take any and all actions necessary or appropriate to  
7 consummate the transactions described herein and in an associated Asset Purchase Agreement.

8 22. The Debtors are authorized to take all reasonable steps necessary or appropriate to  
9 carry out this Order.

10 23. This Court retains jurisdiction to hear and determine all matters arising from or related  
11 to the implementation, interpretation, or enforcement of this Order.

12 24. Nothing in this Order nor the Bid Procedures in any way limits, impairs, or prejudices  
13 the Committee's right to object to the sale of any assets to any bidder and the terms of such sale,  
14 including, without limitation, the Stalking Horse Bid by Conterra should it become the Successful  
15 Bid or other credit bid by Conterra, and any such objection by the Committee shall be filed fourteen  
16 (14) days before the Sale Hearing on June 2, 2026 at 9:30 a.m.

17 25. The Committee shall have the right to seek an extension of the Bid Deadline, the  
18 Auction, and/or the Sale Hearing upon a motion filed with the Court for cause, and the rights of the  
19 Debtors and Conterra in response to any such motion by the Committee are reserved.

20 26. Notwithstanding anything in this Order or the Bidding Procedures to the contrary, if  
21 the Official Committee asserts a challenge (a "Challenge") to Conterra's ability to Credit Bid all or a  
22 portion of the Stalking Horse Purchase Price then the dates for the Bid Deadline, Auction and Sale  
23 Hearing, respectively, shall automatically be extended without further order of this Court to a date  
24 that is the earliest of (i) five (5) business days after this Court rules on the Challenge or (ii) four (4)  
25 weeks from the date the Challenge is filed or lodged.

26  
27 **Approved as to Form:**

1 Official Committee of  
Unsecured Creditors

2 /s/ Robert Maricello

3 By: Robert Marticello, Esq.  
4 Raines Feldman Littrell LLP  
5 Proposed Attorneys for the Official  
Committee of Unsecured Creditors

6 -and-

7 Conterra Agricultural Capital, LLC


8 /s/ Bernie Kornberg

9 By: Bernie Kornberg, Esq.  
10 Miller Nash LLP  
11 Marc Hirschfield, Esq.  
12 Royer Cooper Cohen Braunfeld LLC  
Attorneys for Creditor  
Conterra Agricultural Capital, LLC

13 **IT IS SO ORDERED.**

14  
15 **Dated:** Apr 24, 2026

By the Court

16  
17   
18 **René Lastreto II, Judge**  
19 **United States Bankruptcy Court**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit A**  
**Bidding Procedures**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF CALIFORNIA  
FRESNO DIVISION

In re  
HRONIS, INC., a California corporation,  
et al.,  
Debtors in Possession

Case No. 1:26-bk-10978

Chapter 11

SE - 12

(Jointly Administered with Case Nos. 1:26-bk-10979, 1:26-bk-10980, 1:26-bk-10981, 1:26-bk-10982, 1:26-bk-10983, 1:26-bk-10984, 1:26-bk-10986, 1:26-bk-10987, and 1:26-bk-10988)

Affects:

- ALL DEBTORS
- HRONIS, INC., a California corporation
- HRONIS CAPITAL ASSETS, LP, a California limited partnership
- HRONIS CAPITAL MANAGEMENT, LLC, a California limited liability company
- HRONIS CITRUS, LLC, a California limited liability company
- HRONIS FARMING, LP, a California limited partnership
- HRONIS FRUIT COMPANY LLC, a California limited liability company
- HRONIS LAND COMPANY, a California general partnership
- HRONIS RANCH, LLC, a California limited liability company
- HRONIS RESOURCE MANAGEMENT, LLC, a California limited liability company
- THE HRONIS FAMILY LIMITED PARTNERSHIP, a California limited partnership

**BIDDING PROCEDURES**

**Overview**

On March 6, 2026, the above-captioned debtors and debtors in possession (the “Debtors”), filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Eastern District of California (the “Bankruptcy Court”).

On April [•], 2026, the Bankruptcy Court entered an order [Docket No. [•]] (the “Bidding Procedures Order”), which, among other things, authorized the Debtors to solicit bids and approved

1 these procedures (the “Bidding Procedures”) for the consideration of the highest or otherwise best bid  
2 for the Debtors’ Business on the terms and conditions set forth herein.<sup>1</sup>

3 The Bidding Procedures describe, among other things: (i) the procedures for bidders to submit  
4 bids for the Debtors’ Business; (ii) the manner in which bidders and bids become Qualified Bids (as  
5 defined herein); (iii) the process for negotiating the bids received; (iv) the conduct of an Auction in  
6 the event Debtors receive Qualified Bids in addition to the Stalking Horse Bid (as described more  
7 fully below); and (v) the procedure for the ultimate selection of any Successful Bidder.

### 8 Consultation Parties

9 Throughout the bidding process, the Debtors and their advisors will consult with the Official  
10 Committee of Unsecured Creditors, if any (the “UCC”, together with the Debtors, the “Consultation  
11 Parties”). The Debtors shall provide copies of all Bids (as defined herein) received by the Debtors to  
12 the Consultation Parties, but in no event later than the next calendar day after such Bid is received;  
13 provided, that the Consultation Parties must treat such Bids and any related information as  
14 confidential and shall not publicly disclose such information without the written consent of the  
15 Debtors and the applicable Bidder.

### 16 Reservation of Rights

17 Except as otherwise set forth herein, the Debtors reserve the right to, in their reasonable  
18 business judgment, and in a manner consistent with their fiduciary duties and applicable law, and in  
19 consultation with the Consultation Parties, to modify these Bidding Procedures; waive terms and  
20 conditions set forth herein with respect to all Potential Bidders (as defined below); extend the  
21 deadlines set forth herein; announce at an Auction modified or additional procedures for conducting  
22 the Auction; alter the assumptions set forth herein; and provide reasonable accommodations to  
23 Conterra as the Stalking Horse Bidder with respect to such terms, conditions, and deadlines of the  
24 bidding and Auction process to promote further bids on the Debtors’ business, in each case, to the  
25 extent not materially inconsistent with these Bidding Procedures and the Bidding Procedures Order.

### 26 The Stalking Horse Bid

27 a. Overview. For purposes of the Bidding Procedures and any Sale Hearing, the Bid  
28 submitted by Conterra (the “Stalking Horse Bid”) shall be deemed a Qualified Bid without further  
action or determination.

a. Purchase Price and Form of Consideration. The Stalking Horse Bid purchase price for  
the Purchased Assets (the “Stalking Horse Purchase Price”) is, in addition to the  
Assumed Liabilities and the Cure Amounts (which shall be paid by Buyer to the  
applicable counterparty on or about the Closing Date), an amount equal to One  
Hundred Ten Million Dollars (\$110,000,000) plus Sellers’ DIP Loan Amount, for an  
aggregate amount of \$[●] (collectively, the “Purchase Price”). The Debtors shall  
provide updates and projections, on or before May 19 and May 26, 2026, regarding  
the then-outstanding amount of the DIP Loan Amount.

<sup>1</sup> Unless otherwise noted, capitalized terms used but not defined herein have the meaning ascribed to them in the Bidding Procedures Order.

- 1           b. Assets to be Purchased. The Stalking Horse Bid includes the purchase of substantially  
2 all of Debtors' Business, free and clear of all liens, claims, encumbrances, and  
3 interests, other than permitted liens, including without limitation:
- 4           i. all parcels of real property owned by Debtors, together with all structures,  
5 equipment, fixtures, and improvements;
  - 6           ii. all water, water rights, ditch rights, water inventories, wells, reservoirs, dams,  
7 ponds, storage rights, springs, leased project water, and all related agreements,  
8 shares, permits, licenses, and appurtenant rights;
  - 9           iii. all trademarks, copyrights, patents, software, domain names, social media  
10 accounts, and all other intellectual property rights;
  - 11           iv. the exclusive worldwide rights to develop, modify, market, sell, license,  
12 distribute, and utilize current and future Intellectual Property, subject to  
13 existing customer and reseller licenses;
  - 14           v. all customer and supply contracts;
  - 15           vi. all rights under Debtors' lease agreement(s) for its business premises, subject  
16 to review of terms;
  - 17           vii. all computers, equipment, supplies, vehicles, machinery, and inventory;
  - 18           viii. all business and financial books and records, including customer and supplier  
19 lists;
  - 20           ix. all certificates, licenses, registrations, and similar rights issued by public or  
21 professional authorities; and
  - 22           x. all other rights, assets, and properties of Seller used in or relating to Debtors  
23 Business.
- 24           c. Excluded Assets. The Stalking Horse Bid excludes those assets designated as  
25 Excluded Assets in the APA, including assets customarily excluded in transactions of  
26 this nature, including Debtors' organizational documents, tax returns, tax credits and  
27 refunds, insurance policies and claims, rights and claims relating to pre-closing  
28 matters, and any other specific assets mutually agreed to by Debtors and the Stalking  
Horse Bidder.
- d. Free and Clear Treatment. Purchased assets shall be transferred to the Stalking Horse  
Bidder free and clear of all liens, claims, encumbrances, and interests, other than  
permitted liens, pursuant to sections 363(b) and 363(f) of the Bankruptcy Code, with  
all such liens, claims, encumbrances, and interests attaching to the sale proceeds with  
the same validity, priority, and extent as existed immediately prior to closing.
- b. Effect Under Bidding Procedures. If no other Qualified Bid is received by the Bid  
Deadline, the Stalking Horse Bid shall be deemed the Successful Bid and presented for approval at a  
Sale Hearing. If additional Qualified Bids are received, the Stalking Horse Bid shall serve as the  
baseline bid at the Auction, and Conterra shall retain all rights and bid protections set forth in the  
Bidding Procedures Order.
- c. Designation of the Stalking Horse Bid as Lead Bid and Bid Protections. The Debtors  
designate the Stalking Horse Bid as the lead bid under these Bidding Procedures. The Debtors and  
the Stalking Horse Bidder have agreed to certain Bid Protections, including expense reimbursements,  
in the event a bidder other than Conterra is designated as the stalking horse bidder.
- d. Required Form of APA for Qualified Bids. Debtors and the Stalking Horse Bidder

1 shall negotiate and finalize a form of APA. The APA shall serve as the mandatory form of agreement  
2 for all potential bidders. Any party seeking to submit a Qualified Bid must (i) use the APA as the  
3 baseline form, (ii) provide a redline showing all proposed changes to the APA, and (iii) otherwise  
4 comply with all requirements of the Bidding Procedures. No bid that proposes an alternative form of  
5 purchase agreement, or that materially deviates from the structure, terms, or risk allocation set forth  
6 in the APA, shall constitute a Qualified Bid.

### 5 Bidding Procedures

6 e. Bid Deadline. Subject to Paragraph 26 of the Bidding Procedures Order, a Potential  
7 Bidder that desires to make a bid shall deliver electronic copies of its bid so as to be actually received  
8 no later than May 22, 2026, at 5:00 p.m. (PT) (the "Bid Deadline"); provided, that the Debtors may,  
9 after consultation with the Committee and Conterra, extend the Bid Deadline without further order of  
10 the Bankruptcy Court subject to providing notice to all Potential Bidders and the Stalking Horse  
11 Bidder. The submission of a bid by the Bid Deadline shall constitute a binding and irrevocable offer  
12 to acquire the assets specified in such Bid. All Bids must be submitted to the Debtors and the  
13 Consultation Parties at:

11 For the Debtors, (i) Bradley Bickers (brad@gbbadvisors.com); and/or (ii) Jeffrey C. Hampton  
12 (jeffrey.hampton@saul.com) and Zev Shechtman (zev.shechtman@saul.com).

13 For the Official Committee of Unsecured Creditors, Robert Marticello  
14 (rmarticello@raineslaw.com).

15 For the Lender, (i) Paul Erickson (paul.erickson@conterraag.com), Michael Henriques  
16 (michael.henriques@magnetar.com), Mike Butler (mike.butler@magnetar.com); (ii) with a  
17 copy to Marc Hirschfield (MHirschfield@rccblaw.com), Marc Skapof  
18 (MSkapof@rccblaw.com), Bernie Kornberg (bernie.kornberg@millernash.com).

17 f. Assets to be Purchased. The Debtors' Business operations include parcels of real  
18 property, including equipment, furniture and fixtures; water rights and water inventories; intellectual  
19 property rights; customer and supply contracts; lease agreement(s) in respect of its current business  
20 premises; computers, supplies, vehicles, machinery and inventory; financial books and records  
21 including customer and supplier lists; certificates, licenses and registrations obtained from public or  
22 professional authorities; and any and other rights and assets of the Debtors related to Business  
23 operations.

22 g. Qualified Bids. A bid is a signed document from a Potential Bidder (as defined below)  
23 received by the Bid Deadline that identifies the purchaser by its legal name and any other party that  
24 will be participating in connection with the bid (a "Bid"). To constitute a Qualified Bid (a "Qualified  
25 Bid") a Bid must:

25 a. be in writing;

26 b. fully disclose the identity of the Qualifying Bidder and provide the  
27 contact information of the specific person(s) whom the Debtors or their  
28 advisors should contact in the event that the Debtors have any questions or  
wish to discuss the bid submitted by the Qualifying Bidder;

1 c. set forth the purchase price to be paid by such Qualifying Bidder. Such  
2 purchase price must equal or exceed the Purchase Price of the Stalking  
Horse Bid plus the Expense Reimbursement);

3 d. not propose payment in any form other than cash (except as otherwise  
4 expressly set forth in the Bidding Procedures);

5 e. state the liabilities proposed to be paid or assumed by such Qualifying  
Bidder;

6 f. specify the assets that are included in the bid and state that such  
7 Qualifying Bidder offers to (i) purchase the assets, and (ii) assume, if  
8 applicable, liabilities; *provided, however*, it shall do so based upon  
substantially the same terms as, or terms more favorable to the Debtors and  
9 their estates than, the terms set forth in the Stalking Horse Agreement;

10 g. be accompanied by an asset purchase agreement (a “Modified  
11 Agreement”) marked to reflect any variations from the Stalking Horse  
Agreement;

12 h. at the Debtors’ request, allocate the bid among the assets proposed to  
be purchased;

13 i. state that such Qualifying Bidder’s offer is formal, binding and  
14 unconditional and is irrevocable until two (2) business days after the  
15 closing of the Sale;

16 j. state that such Qualifying Bidder is financially capable of  
17 consummating the transactions contemplated by its bid and provide written  
evidence in support thereof;

18 k. contain such financial and other information to allow the Debtors to  
19 make a reasonable determination as to the Qualifying Bidder’s financial  
and other capabilities to close the transactions contemplated by the bid,  
20 including, without limitation, such financial and other information  
supporting the Qualifying Bidder’s ability to comply with the requirements  
21 of adequate assurance of future performance under section 365(f)(2)(B),  
including the Qualifying Bidder’s financial wherewithal and willingness to  
22 perform under any contracts and leases that are assumed and assigned to  
the Qualifying Bidder, in a form that allows the Debtors to serve such  
23 information on any counterparties to any contracts or leases potentially  
being assumed and assigned in connection with the Sale within one (1)  
24 business day after the Debtors’ receipt of such information;

25 l. identify with particularity each executory contract and unexpired lease  
26 the assumption and assignment of which is a condition to close the  
27 transactions contemplated by the Qualifying Bidder’s bid;

28 m. contain a commitment to close the transactions contemplated by the

1 Qualifying Bidder's bid by no later than two days after the entry of a Sale  
2 Order;

3 n. not request or entitle such Qualifying Bidder to any break-up fee,  
4 termination fee, expense reimbursement or similar type of fee or payment;

5 o. not contain any contingencies of any kind, including, without  
6 limitation, contingencies related to financing, internal approval or due  
7 diligence;

8 p. contain written evidence satisfactory to the Debtors that the Qualifying  
9 Bidder has a commitment for financing or other evidence of the ability to  
10 close the transactions contemplated by its bid, with appropriate contact  
11 information for such financing sources;

12 q. contain a written acknowledgement and representation that the  
13 Qualifying Bidder (i) has had an opportunity to conduct any and all due  
14 diligence regarding the Business, (ii) has relied solely upon its own  
15 independent review, investigation and/or inspection of any documents and  
16 other information in making its Qualifying Bid, and (iii) did not rely upon  
17 any written or oral statements, representations, promises, warranties or  
18 guaranties whatsoever, whether express, implied, by operation of law or  
19 otherwise, regarding the Business, or the completeness of any documents  
20 or other information provided in connection with the Bidding Procedures  
21 and the Sale;

22 r. sets forth (i) a statement or evidence that the Qualifying Bidder has  
23 made or will make in a timely manner all necessary filings under the Hart-  
24 Scott-Rodino Antitrust Improvements Act of 1976, as amended, if  
25 applicable, and pay the fees associated with such filings, and (ii) any  
26 regulatory and third-party approval required for the Qualifying Bidder to  
27 close the transactions contemplated by the bid, and the time period within  
28 which the Qualifying Bidder expects to receive such regulatory and third-  
party approvals (and in the case that receipt of any such regulatory or third-  
party approval is expected to take more than five (5) days following  
execution and delivery of such transaction documents contemplated by the  
bid, those actions the bidder will take to ensure receipt of such approval(s)  
as promptly as possible); provided that a Qualifying Bidder agrees that its  
legal counsel will coordinate in good faith with Debtors' and Lender's legal  
counsel to discuss and explain Qualifying Bidder's regulatory analysis,  
strategy, and timeline for securing all such approvals as soon as reasonably  
practicable; provided, further that the offer contains a covenant to  
cooperate with the Debtors to provide pertinent factual information  
regarding the bidder's operations reasonably required to analyze issues  
arising with respect to any applicable antitrust laws and other applicable  
regulatory requirements;

s. provides for the Qualifying Bidder to serve as a backup bidder (the  
"Back-Up Bidder") if the Qualifying Bidder's bid is the next highest and

1 best bid (the “Back-Up Bid”) after the Successful Bid;

2 t. includes written evidence of authorization and approval from the  
3 Qualifying Bidder’s board of directors (or comparable governing body)  
4 with respect to the submission, execution, and delivery of the bid and the  
5 transactions contemplated therein;

6 u. provides a Deposit equal to 10% of the proposed purchase price; and

7 v. provides that the Deposit shall be forfeited to the Debtors in the event  
8 of the Qualifying Bidder’s breach of, or failure to perform under, the  
9 Qualifying Bidder’s bid, including any agreements set forth in such bid,  
10 without prejudice to any and all other rights and remedies of the Debtors.

11 i. The Debtors will analyze each compliant bid (each a “Bid Package”) based  
12 upon the criteria detailed above, and based on the capability to close a  
13 transaction, and the Bid’s impact on all constituents of the Debtors, and the  
14 amount of the Bid (taking into account in its discretion and among all other  
15 factors the terms and conditions of any assumed debt obligations) to determine  
16 which Bids constitute “Qualified Bids” and thus entitle the Bidder to  
17 participate in the Auction if one is held.

18 ii. The Debtors may, at any time, contact Bidders to discuss or clarify terms and  
19 to indicate any terms which may need to be modified in order to conform the  
20 Bid such that it can be treated as a Qualified Bid.

21 iii. Qualified Bidder – Conterra Agricultural Capital, LLC. The Stalking Horse  
22 Bid shall constitute a “Qualified Bid” under these Bidding Procedures and shall  
23 be deemed the Successful Bid, subject to the Debtors’ obligation to conduct an  
24 auction in the event that one or more additional Qualified Bids are timely  
25 received. If the Debtors receive one or more additional Qualified Bids by the  
26 Bid Deadline, the Debtors shall conduct an auction in accordance with these  
27 Bidding Procedures. The Stalking Horse Bidder shall be entitled to participate  
28 in the auction as a Qualified Bidder.

h. Purchase Price; Form of Consideration; Assumed Liabilities; Credit Bid. Each Bid  
must clearly set forth, as applicable:

i. Purchase Price. Each Bid must clearly identify the purchase price to be paid  
(the “Purchase Price”), which Purchase Price shall be paid in cash only or such  
other form of consideration acceptable to the Consultation Parties, with the  
exception for any Credit Bid (as defined herein).

ii. Assets Purchased. Each Bid must clearly identify the particular assets the  
Potential Bidder seeks to acquire from the Debtors.

iii. Assumed Liabilities. Each Bid must clearly identify, in writing and as  
applicable, the particular liabilities, if any, the Bidder seeks to assume.

1           iv. Credit Bid. Persons or entities holding a perfected security interest in the  
2           Debtors' assets may submit a credit bid (a "Credit Bid") on such assets, to the  
3           extent permitted by applicable law.

4           i. Due Diligence. Qualified Bidders complying with the above requirements shall be  
5           offered the opportunity by the Debtors to conduct a complete and, subject to confidentially  
6           requirements, unobstructed access to Debtors' Business, its assets, personnel, properties, contracts,  
7           books and records, and all other documents and data reasonably necessary for due diligence related  
8           to purchase of the Business.

9           j. Auction Procedures. Subject to Paragraph 26 of the Bidding Procedures Order,  
10          Qualified Bidders who are deemed to have submitted a Qualified Bid and a representative of the  
11          Proposed Purchaser (who is deemed a Qualified Bidder) will convene on **May 27, 2026, at 10:00**  
12          **a.m. (PT)** (i) at the offices of Saul Ewing LLP, 1888 Century Park East, Suite 1500, Los Angeles,  
13          California 90067 or (ii) on such other date and/or at such other location or by virtual means as  
14          determined by the Debtors in consultation with the Committee and the Lender (the "Auction").

15           i. The initial bid at the Auction shall be the one provided by the highest Qualified  
16           Bidder.

17           ii. Should there be an initial overbid of at least \$500,000.00 in excess of the initial  
18           bid, then bidding shall proceed by open auction with all Qualified Bidders  
19           including the Proposed Purchaser offered the opportunity to increase their Bids  
20           in increments of at least \$200,000.00. When such bidding has ceased, the two  
21           Bids that are deemed by the Debtors and the Bankruptcy Court to be the highest  
22           and best Bids will be announced at the close of the bidding. The highest and  
23           best Bid is referred to herein as the "Prevailing Bid" and the maker of such Bid  
24           the "Prevailing Bidder." The next highest and best Bid will be the "Back-Up  
25           Bid," and the maker of the Bid will be the "Back-Up Bidder."

26           iii. No additional Bids may be submitted or considered after the Auction.

27           k. Sale Hearing. Subject to Paragraph 26 of the Bidding Procedures Order, the Debtors  
28           will seek Bankruptcy Court approval of the proposed sale **on or before June 2, 2026, at 9:30 a.m.**  
29           **(PT)** in the United States Bankruptcy Court, for the Eastern District of California ("Sale Hearing").  
30           In the event that a Prevailing Bidder(s) cannot or refuses to consummate the sale because of the breach  
31           or failure on the part of the Prevailing Bidder(s), the Debtors will be permitted to close with the Back-  
32           Up Bidder(s) on the Back-Up Bid(s) without further order of the Court, in which instance the non-  
33           refundable deposit provided for in the APA will not be returned to the Prevailing Bidder, and instead  
34           will be deemed property of the Debtors' bankruptcy estates, and forfeited by the Prevailing Bidder(s).  
35           The Debtors' presentation to the Bankruptcy Court for approval of those particular bids does not  
36           constitute acceptance of any bids. The Debtors accept a bid only when the Bankruptcy Court,  
37           following the Sale Hearing, has approved the sale.

38           l. Closing. Except to the extent of any contrary provision in the Asset Purchase  
39           Agreement of any Prevailing Bidder or Back-Up Bidder, the closing (the "Closing") shall occur on  
40           or before **two business days after the satisfaction of all conditions to closing, unless otherwise**  
41           **waived**, subject to the right of the Debtors and the Prevailing Bidder, or the Back-Up Bidder as the  
42           case may be, to extend such date consistent with such party's Asset Purchase Agreement. Each

1 Deposit submitted pursuant to these Bidding Procedures will be held in escrow until the selection of  
2 the Prevailing Bidder and the Back-Up Bidder and entry of the Bankruptcy Court's order approving  
3 same, as to all other Bidders, or forty-eight (48) hours after closing of the sale of the assets to the  
4 Prevailing Bidder or to the Back-Up Bidder.

5 m. General. These Bidding Procedures are subject to modification from time to time by  
6 Debtors, as circumstances may warrant. The Debtors shall promptly notify parties in interest and  
7 Prospective Bidders of any such modifications. No Bidder has any rights against the Debtor, its  
8 estate, or any of the Debtors' other professionals by virtue of any modification of these Bid  
9 Procedures, or by virtue of having or not having its bid accepted by the Debtors or approved by the  
10 Bankruptcy Court. To participate in the Auction, each Qualified Bidder will sign an  
11 acknowledgement of no rights or claims against the Debtors, the estate, or the Debtors' professionals  
12 for the foregoing.

13 n. Terms of Sale. Except to the extent of any contrary provision in the APA, the sale of  
14 the assets shall be on an "AS IS, WHERE IS" basis and without representation or warranties of any  
15 kind, nature or description by the Debtors or its agents, except as provided in an Asset Purchase  
16 Agreement accepted by the Debtors and approved by the Bankruptcy Court in the Sale Order. Except  
17 as otherwise provided in the APA of any Prevailing Bidder, all of the Debtors' right, title and interest  
18 in and to the assets shall be sold free and clear of all liens, encumbrances, claims, and interests to the  
19 full extent available under Bankruptcy Code section 363, with such liens, encumbrances, claims and  
20 interests to attach to the net proceeds of the sale.

21 o. Consent to Jurisdiction and Authority as Condition to Bidding. All bidders that  
22 participate in the bidding process shall be deemed to have: (i) consented to the core jurisdiction of the  
23 Bankruptcy Court to enter any order or orders, which shall be binding in all respects, in any way  
24 related to these Bidding Procedures, the bid process, the Auction, the Confirmation Hearing, or the  
25 construction and enforcement of any agreement or any other document relating to a sale; (ii) waived  
26 any right to a jury trial in connection with any disputes relating to these Bidding Procedures, the bid  
27 process, the Auction, the Confirmation Hearing, or the construction and enforcement of any  
28 agreement or any other document relating to a sale; and (iii) consented to the entry of a final order or  
judgment in any way related to these Bidding Procedures, the bid process, the Auction, the  
Confirmation Hearing, or the construction and enforcement of any agreement or any other document  
relating to a sale if it is determined that the Bankruptcy Court would lack Article III jurisdiction to  
enter such a final order or judgment absent the consent of the parties.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit B**  
**Sale Notice**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF CALIFORNIA  
FRESNO DIVISION

In re  
HRONIS, INC., a California corporation,  
et al.,  
Debtors in Possession

Case No. 1:26-bk-10978

Chapter 11

SE – 12

(Jointly Administered with Case Nos. 1:26-bk-10979, 1:26-bk-10980, 1:26-bk-10981, 1:26-bk-10982, 1:26-bk-10983, 1:26-bk-10984, 1:26-bk-10986, 1:26-bk-10987, and 1:26-bk-10988)

Affects:

- ALL DEBTORS
- HRONIS, INC., a California corporation
- HRONIS CAPITAL ASSETS, LP, a California limited partnership
- HRONIS CAPITAL MANAGEMENT, LLC, a California limited liability company
- HRONIS CITRUS, LLC, a California limited liability company
- HRONIS FARMING, LP, a California limited partnership
- HRONIS FRUIT COMPANY LLC, a California limited liability company
- HRONIS LAND COMPANY, a California general partnership
- HRONIS RANCH, LLC, a California limited liability company
- HRONIS RESOURCE MANAGEMENT, LLC, a California limited liability company
- THE HRONIS FAMILY LIMITED PARTNERSHIP, a California limited partnership

**NOTICE OF AUCTION AND SALE HEARING**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. On March 6, 2026, the above-captioned debtors and debtors in possession (the “Debtors”), filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Eastern District of California (the “Bankruptcy Court”).

2. On April [•], 2026, the Bankruptcy Court entered an order [Docket No. [•]] *Order Granting Debtors’ Motion for Entry of an Order (I) Approving Bidding Procedures; (II) Approving*

1 *Form of Asset Purchase Agreement; (III) Approving Bid Protections; (IV) Approving Form of Notice*  
2 *of Auction and Sale of Substantially All of the Debtors' Assets; (V) Establishing Certain Assumption*  
3 *and Assignment Procedures; (VI) and Granting Related Relief (the "Bidding Procedures Order")*,  
4 which, among other things, (a) approved bidding procedures (the "Bidding Procedures")<sup>1</sup> with respect  
5 to the sale or sales (collectively, the "Sale") of all or substantially all of the Debtors' assets or any  
6 portion thereof (collectively, the "Business") and approved the form and manner of notice thereof;  
7 (b) authorized, but not directed, the Debtors to designate Conterra Agricultural Capital, LLC, or an  
8 entity to be formed by Conterra Agricultural Capital, LLC (collectively, "Conterra") as the Stalking  
9 Horse Bidder in accordance with the Bidding Procedures; (c) subject to the Bankruptcy Court's entry  
10 of a further order authorizing the Debtors to consummate the sale, authorized and approved the  
11 Debtors' entry into and performance under an asset purchase agreement (the "APA") consistent with  
12 the Bidding Procedures; (d) scheduled an auction (the "Auction"), if necessary, and a sale hearing  
13 (the "Sale Hearing") in connection with the Sale; (e) established procedures for the assumption and  
14 assignment of executory contracts and unexpired leases and approved the form and manner of notice  
15 thereof; and (f) granted related relief.

16 3. Pursuant to the Bidding Procedures Order, the Debtors will conduct the Auction with  
17 respect to the Sale of the Business. **The Auction shall be held on May 27, 2026, at 10:00 a.m. (PT)**  
18 **(i) at the offices of Saul Ewing LLP, 1888 Century Park East, Suite 1500, Los Angeles,**  
19 **California 90067 or (ii) on such other date and/or at such other location or by virtual means as**  
20 **determined by the Debtors** in consultation with the Consultation Parties, each Qualified Bidder(s),  
21 if any, the U.S. Trustee, and any other parties the Debtors deem appropriate, together with  
22 professional advisors to each of the foregoing parties, shall be permitted to attend and observe the  
23 Auction. Only parties that have submitted a Qualified Bid, as set forth in the Bidding Procedures, by  
24 no later than the Bid Deadline of **May 22, 2026, at 5:00 p.m. (PT)** are eligible to participate in the  
25 Auction.

26 4. **The Sale Hearing** to consider approval of the Sale of the Business to the Successful  
27 Bidder, **free and clear of all liens, claims and, encumbrances** (other than certain permitted  
28 encumbrances and assumed liabilities, if any), will be held before the Honorable Rene Lastreto II,  
United States Bankruptcy Judge, 2500 Tulare Street Suite 2501 Fresno, CA 93721 on or before **on or**  
**before June 2, 2026, at 9:30 a.m. (PT)**, or at such other time thereafter as counsel may be heard.  
The Sale Hearing may be adjourned by the Debtors from time to time without further notice to  
creditors or other parties in interest other than by announcement of said adjournment at the Sale  
Hearing or in a notice or agenda filed with the Bankruptcy Court.

29 5. **Objections to approval of the Sale of the Business** to the Successful Bidder  
including with respect to any provisions of the Sale contained in the APA must be in writing, state  
the basis of such objection with specificity, and be filed with this Court and served on or before **4:00**  
**p.m. (PT) 21 days following mailing of this notice** on the following parties (collectively, the "Notice  
Parties"):

- 30 (a) proposed counsel to the Debtors, Jeffrey C. Hampton  
31 (jeffrey.hampton@saul.com), Zev Shechtman (zev.shechtman@saul.com), and  
32 Turner N. Falk (turner.falk@saul.com).

33 <sup>1</sup> Unless otherwise noted, capitalized terms used but not defined herein have the meaning ascribed to them in the  
34 Bidding Procedures Order.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

- (b) the Office of the United States Trustee for the Eastern District of California;
- (c) counsel to any statutory committee that has been appointed in the Chapter 11 Cases, including proposed counsel to the Official Committee of Unsecured Creditors, Robert Marticello (rmarticello@raineslaw.com); and
- (d) counsel to the Lender, (i) Paul Erickson (paul.erickson@conterraag.com), Michael Henriques (michael.henriques@magnetar.com), Mike Butler (mike.butler@magnetar.com), Marc Hirschfield (MHirschfield@rccblaw.com), Marc Skapof (MSkapof@rccblaw.com), Bernie Kornberg (bernie.kornberg@millernash.com).

6. **Objections related solely to conduct at the Auction, the identity of Conterra as the Successful Bidder, and adequate assurance of future performance by any Successful Bidder other than the Stalking Horse Bidder** must be in writing, state the basis of such objection with specificity, and be filed with this Court and served so as to be received by the Notice Parties on or before **June 1, 2026, at noon (PT)**.

**UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER, THE BANKRUPTCY COURT MAY GRANT THE RELIEF REQUESTED WITHOUT FURTHER HEARING AND NOTICE.**

7. This Sale Notice is subject in all respects to the terms and conditions set forth in the Bidding Procedures and the Bidding Procedures Order, with such Bidding Procedures Order controlling in the event of any conflict. The Debtors encourage all parties in interest to review such documents in their entirety. Copies of the Bidding Procedures Order, and this Sale Notice are on file with the Clerk of the Bankruptcy Court, 2500 Tulare Street Suite 2501, Fresno, CA 93721 and are available on the website maintained by the Debtors free of charge at <https://bankruptcy.angeiongroup.com/Clients/hro/Index>.

Dated: April 21, 2026

SAUL EWING LLP

By: /s/ Zev Shechtman  
 Zev Shechtman  
 Proposed Attorneys for Hronis, Inc. and  
 affiliated Debtors and Debtors in Possession

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit C**  
**Assumption and Assignment Notice**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF CALIFORNIA  
FRESNO DIVISION

In re  
HRONIS, INC., a California corporation,  
et al.,  
Debtors in Possession

Case No. 1:26-bk-10978

Chapter 11

SE - 12

(Jointly Administered with Case Nos. 1:26-bk-10979, 1:26-bk-10980, 1:26-bk-10981, 1:26-bk-10982, 1:26-bk-10983, 1:26-bk-10984, 1:26-bk-10986, 1:26-bk-10987, and 1:26-bk-10988)

Affects:

- ALL DEBTORS
- HRONIS, INC., a California corporation
- HRONIS CAPITAL ASSETS, LP, a California limited partnership
- HRONIS CAPITAL MANAGEMENT, LLC, a California limited liability company
- HRONIS CITRUS, LLC, a California limited liability company
- HRONIS FARMING, LP, a California limited partnership
- HRONIS FRUIT COMPANY LLC, a California limited liability company
- HRONIS LAND COMPANY, a California general partnership
- HRONIS RANCH, LLC, a California limited liability company
- HRONIS RESOURCE MANAGEMENT, LLC, a California limited liability company
- THE HRONIS FAMILY LIMITED PARTNERSHIP, a California limited partnership

**NOTICE OF (I) POTENTIAL ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (II) CURE AMOUNTS**

You are receiving this notice because you may be a counterparty to an executory contract or unexpired lease with Hronis, Inc., *et al* (the “Debtors”). Please read this notice carefully, as your rights may be affected by the transactions described herein.

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

1. On March 6, 2026, the above-captioned debtors and debtors in possession (the “Debtors”), filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code

1 (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Eastern District of California  
2 (the “Bankruptcy Court”).

3 2. On April [•], 2026, the Bankruptcy Court entered an order [Docket No. [•]] *Order*  
4 *Granting Debtors’ Motion for Entry of an Order (I) Approving Bidding Procedures; (II) Approving*  
5 *Form of Asset Purchase Agreement; (III) Approving Bid Protections; (IV) Approving Form of Notice*  
6 *of Auction and Sale of Substantially All of the Debtors’ Assets; (V) Establishing Certain Assumption*  
7 *and Assignment Procedures; (VI) and Granting Related Relief* (the “Bidding Procedures Order”),  
8 which, among other things, (a) approved bidding procedures (the “Bidding Procedures”) <sup>1</sup> with respect  
9 to the sale or sales (collectively, the “Sale”) of all or substantially all of the Debtors’ assets or any  
10 portion thereof (collectively, the “Business”) and approved the form and manner of notice thereof;  
11 (b) authorized, but not directed, the Debtors to designate Conterra Agricultural Capital, LLC, or an  
12 entity to be formed by Conterra Agricultural Capital, LLC (collectively, “Conterra”) as the Stalking  
13 Horse Bidder in accordance with the Bidding Procedures; (c) subject to the Bankruptcy Court’s entry  
14 of a further order authorizing the Debtors to consummate the sale, authorized and approved the  
15 Debtors’ entry into and performance under an asset purchase agreement (the “APA”) consistent with  
16 the Bidding Procedures; (d) scheduled an auction (the “Auction”), if necessary, and a sale hearing  
17 (the “Sale Hearing”) in connection with the Sale; (e) established procedures for the assumption and  
18 assignment of executory contracts and unexpired leases and approved the form and manner of notice  
19 thereof; and (f) granted related relief.

20 3. Pursuant to the Bidding Procedures Order and the Assumption and Assignment  
21 Procedures, the Debtors may assume and assign to the Successful Bidder one or more of the executory  
22 contracts and unexpired leases listed on Schedule 1 annexed hereto (the “Subject Contracts”)  
23 pursuant to section 365 of the Bankruptcy Code.

24 4. The Debtors have indicated on Schedule 1 annexed hereto (the “Cure Schedule”) the  
25 amount, if any, the Debtors believe is necessary to cure any defaults under each Subject Contract  
26 pursuant to section 365 of the Bankruptcy Code (the “Cure Costs”).

27 5. **Objections to the assumption and assignment of any executory contract or  
28 unexpired lease identified on the Cure Schedule, including, but not limited to, the Cure Costs  
set forth therein**, must be in writing, state the basis of such objection with specificity, be filed with  
the Bankruptcy Court no later than **4:00 p.m. (PT) 21 days following mailing of this Cure Schedule**  
and be served on the following parties (collectively, the “Notice Parties”):

21 (a) proposed counsel to the Debtors, Jeffrey C. Hampton  
22 (jeffrey.hampton@saul.com), Zev Shechtman (zev.shechtman@saul.com), and  
23 Turner N. Falk (turner.falk@saul.com).

24 (b) the Office of the United States Trustee for the Eastern District of California;

25 (c) counsel to any statutory committee that has been appointed in the Chapter 11  
26 Cases, including proposed counsel to the Official Committee of Unsecured  
27 Creditors, Robert Marticello (rmarticello@raineslaw.com); and

28 (d) counsel to the Lender, (i) Paul Erickson (paul.erickson@conterraag.com), Michael

<sup>1</sup> Unless otherwise noted, capitalized terms used but not defined herein have the meaning ascribed to them in the Bidding Procedures Order.

1                   Henriques           (michael.henriques@magnetar.com),           Mike           Butler  
2                   (mike.butler@magnetar.com), Marc Hirschfield (MHirschfield@rccblaw.com),  
3                   Marc           Skapof           (MSkapof@rccblaw.com),           Bernie           Kornberg  
4                   (bernie.kornberg@millernash.com).

5           6.           Any such objections shall set forth a specific default by the Debtors in respect of a  
6           Subject Contract and claim a specific monetary amount that differs from the amount (if any) specified  
7           by the Debtors in the Cure Schedule.

8           7.           As soon as practicable but in any event prior to 12:00 p.m. (noon) (prevailing Pacific  
9           Time) on the day following the Auction (or, if an Auction is not held, prior to 12:00 p.m. (noon)  
10           Time) on May 28, 2026, Debtors shall file a notice on the Bankruptcy Court's  
11           docket identifying the Successful Bidder for the Business (the "Notice of Successful Bidder").  
12           Objections related solely to adequate assurance of future performance by the Successful Bidder other  
13           than the Stalking Horse Bidder must be in writing, state the basis of such objection with specificity,  
14           and be filed with this Court and served so as to be received by the Notice Parties on or before **noon**  
15           **(prevailing Pacific Time) on June 1, 2026.**

16           8.           If no objection is timely and properly received with respect to a Subject Contract  
17           designated for assumption by the Successful Bidder (an "Assigned Contract"), then any non-Debtor  
18           counterparties to such Assigned Contract shall (a) be forever barred from objecting to the Cure Costs  
19           and from asserting any additional cure or other amounts with respect to the Assigned Contract, and  
20           the Debtors and the Successful Bidder shall be entitled to rely solely upon the Cure Costs set forth in  
21           the Cure Schedule; provided, however, that non-Debtor counterparties to Assigned Contracts shall  
22           not be barred from seeking additional amounts on account of any defaults occurring or cure arising  
23           between the cure arising between the date of the Cure Schedule and the date of assumption and  
24           assignment to the Successful Bidder; (b) be deemed to have consented to the assumption and  
25           assignment of such Assigned Contract; and (c) be forever barred, estopped, and permanently enjoined  
26           from asserting or claiming against the Debtors, the Successful Bidder, or their respective property  
27           that any additional amounts are due or other defaults exist, that conditions to assignment must be  
28           satisfied under such Assigned Contract, or that there is any objection or defense to the assumption  
29           and assignment of such Assigned Contract. In addition, the Cure Costs set forth in the Cure Schedule  
30           shall be binding upon the non-Debtor counterparties to the Assigned Contracts for all purposes in the  
31           Chapter 11 Cases and will constitute a final determination of the Cure Costs required to be paid by  
32           the Debtors in connection with the assumption and assignment of the Assigned Contracts.

33           9.           Where a non-Debtor counterparty to a Subject Contract timely files an objection  
34           asserting a cure amount higher or different than the proposed Cure Costs (the "Disputed Cure  
35           Amount"), then (a) to the extent that the parties are able to consensually resolve the Disputed Cure  
36           Amount, the cure amount shall be as agreed between the parties or (b) to the extent the parties are  
37           unable to consensually resolve the dispute, the amount to be paid under section 365 of the Bankruptcy  
38           Code with respect to such Disputed Cure Amount will be determined at a hearing to be scheduled by  
39           the Bankruptcy Court. All other timely objections to the proposed assumption and assignment of the  
40           Subject Contracts will be heard at the Sale Hearing, unless adjourned by agreement of the parties.

41           10.          If you agree with the Cure Costs indicated on the Cure Schedule with respect to a  
42           Subject Contract to which you are a counterparty and otherwise do not object to the Debtors'  
43           assumption and assignment of such Subject Contract to the Successful Bidder, you need not take any  
44           further action.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

11. The Debtors’ decision to assume and assign the Subject Contracts to the Successful Bidder is subject to Bankruptcy Court approval and consummation of the Sale.

12. This Assumption and Assignment Notice is subject in all respects to the terms and conditions set forth in the Bidding Procedures and the Bidding Procedures Order, with such Bidding Procedures Order controlling in the event of any conflict. The Debtors encourage all parties in interest to review such documents in their entirety. Copies of the Bidding Procedures Order, and this Assumption and Assignment Notice are on file with the Clerk of the Bankruptcy Court, 2500 Tulare Street Suite 2501 Fresno, CA 93721 and are available on the website maintained by the Debtors free of charge at <https://bankruptcy.angeiongroup.com/Clients/hro/Index>.

**Inclusion of any document as a Subject Contract on the Cure Schedule shall not constitute or be deemed to be a determination or admission by the Debtors or the Successful Bidder(s) that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code, and all rights with respect thereto are expressly reserved and preserved.**

Dated: April 21, 2026

SAUL EWING LLP

By: /s/ Zev Shechtman  
Zev Shechtman  
Proposed Attorneys for Hronis, Inc. and  
affiliated Debtors and Debtors in Possession

**Schedule 1**

**Cure Schedule**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Cure Schedule**

**EXECUTORY CONTRACTS**

<b><u>Counterparty Name/Address</u></b>	<b><u>Description of Contract</u></b>	<b><u>Cure Amount</u></b>

**UNEXPIRED LEASES**

<b><u>Landlord Name/Address</u></b>	<b><u>Description of Contract</u></b>	<b><u>Cure Amount</u></b>

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**Exhibit D**

**Form Asset Purchase Agreement**

**ASSET PURCHASE AGREEMENT**

**BY AND AMONG**

**[●]<sup>1</sup>**

**(“BUYER”)**

**AND**

**HRONIS CAPITAL ASSETS, LP, HRONIS CAPITAL MANAGEMENT, LLC, HRONIS CITRUS, LLC, HRONIS FARMING, LP, HRONIS FRUIT COMPANY LLC, HRONIS, INC., HRONIS LAND COMPANY, HRONIS RANCH, LLC, HRONIS RESOURCE MANAGEMENT, LLC, AND THE HRONIS FAMILY LIMITED PARTNERSHIP**

**(EACH, A “SELLER”, AND COLLECTIVELY, “SELLERS”)**

**DATED: [●], 2026**

---

<sup>1</sup> NTD: Buyer will be a newly-formed Delaware SPV.

**TABLE OF CONTENTS**

	<u>Page</u>
<b>ARTICLE I Definitions</b> .....	2
Section 1.1    Certain Definitions.....	2
Section 1.2    Construction of Certain Terms and Phrases.....	17
<b>ARTICLE II Purchase and Sale and Assumption</b> .....	18
Section 2.1    Purchase and Sale of Purchased Assets .....	18
Section 2.2    No Successor Liability .....	18
Section 2.3    Enjoinment of Claims .....	19
Section 2.4    Good Faith Purchaser.....	19
Section 2.5    Excluded Assets .....	19
Section 2.6    Assumed Liabilities .....	19
Section 2.7    Excluded Liabilities .....	19
Section 2.8    Assignment and Cure Amounts .....	19
Section 2.9    Bulk Sales Laws.....	20
<b>ARTICLE III Purchase Price</b> .....	20
Section 3.1    Purchase Price; Earnest Deposit .....	20
Section 3.2    Withholding of Tax.....	21
Section 3.3    Allocation of Consideration.....	21
Section 3.4    Prorations .....	21
<b>ARTICLE IV Closing Matters</b> .....	22
Section 4.1    Closing .....	22
Section 4.2    Deliveries at Closing.....	22
Section 4.3    Further Assurances and Cooperation .....	24
Section 4.4    Transferred Real Property.....	25
<b>ARTICLE V Representations and Warranties</b> .....	25
Section 5.1    Representations and Warranties of Sellers .....	25
Section 5.2    Representations and Warranties of Buyer.....	31
<b>ARTICLE VI Regulatory Matters</b> .....	34
Section 6.1    Regulatory Filings.....	34
Section 6.2    Cooperation: Confidentiality .....	35
Section 6.3    Objections or Other Challenges .....	35
<b>ARTICLE VII Certain Covenants</b> .....	36

Section 7.1 Conduct of Business Pending Closing ..... 36

Section 7.2 Efforts to Satisfy Closing Conditions. .... 37

Section 7.3 Assets Incapable of Transfer..... 37

Section 7.4 Discovery of Breach ..... 37

Section 7.5 Ability to Supplement Disclosure Schedules..... 38

Section 7.6 Restricted Use of Confidential Information..... 38

Section 7.7 Review and Inspections ..... 39

Section 7.8 No Use of Certain Names ..... 40

Section 7.9 Risk of Loss ..... 40

Section 7.10 Support Obligations ..... 41

Section 7.11 Title Insurance Policy ..... 41

**ARTICLE VIII Employee Matters ..... 41**

**ARTICLE IX Conditions to Closing..... 41**

Section 9.1 Conditions to the Obligations of Buyer ..... 41

Section 9.2 Conditions to the Obligations of Sellers ..... 42

Section 9.3 Conditions Precedent to Obligations of Buyer and Sellers..... 43

Section 9.4 Frustration of Closing Conditions..... 44

**ARTICLE X Termination ..... 44**

Section 10.1 Termination..... 44

Section 10.2 Expense Reimbursement..... 45

Section 10.3 Effect of Termination..... 45

**ARTICLE XI Bankruptcy Matters ..... 46**

Section 11.1 Bankruptcy Case ..... 46

Section 11.2 Bankruptcy Court Approvals ..... 46

Section 11.3 Further Filings and Assurances..... 47

Section 11.4 Notice of Sale..... 47

Section 11.5 Free and Clear ..... 47

**ARTICLE XII Miscellaneous ..... 47**

Section 12.1 Survival ..... 47

Section 12.2 Governing Law and Jurisdiction..... 48

Section 12.3 Notices ..... 48

Section 12.4 Amendments and Waivers ..... 49

Section 12.5 Entire Agreement ..... 50

Section 12.6 Headings: Interpretation..... 50

Section 12.7 No Assignment: Binding Effect..... 50  
 Section 12.8 Counterparts ..... 50  
 Section 12.9 Incorporation by Reference..... 51  
 Section 12.10 Time of the Essence ..... 51  
 Section 12.11 Specific Performance ..... 51  
 Section 12.12 No Third Party Beneficiaries ..... 51  
 Section 12.13 Expenses ..... 51  
 Section 12.14 Severability ..... 51  
 Section 12.15 Public Announcements ..... 52

**EXHIBITS**

Exhibit A Assumption Agreement  
 Exhibit B General Assignment  
 Exhibit C Intellectual Property Assignment Agreement  
 Exhibit D Schedule of Assumed Executory Contracts and Unexpired Leases

**SCHEDULES**

Schedule 1-A Excluded Claims  
 Schedule 1-B Certain Excluded Assets  
 Schedule 1-C Excluded Tangible Personal Property  
 Schedule 1-D Specified Cash Deposits  
 Schedule 1-E Tangible Personal Property  
 Schedule 1-F Transferred Real Property  
 Schedule 1-G Transferred Permits  
 Schedule 4.2(a)(vi) Certain Purchased Assets Not Located at Transferred Real Property  
 Schedule 9.1(g) Buyer Required Approvals  
 Seller Disclosure Schedules  
 Buyer Disclosure Schedules

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (collectively with the Exhibits and Schedules referred to herein, this “**Agreement**”) is made as of [●], 2026 (the “**Execution Date**”), by and among [●], a Delaware limited liability company (“**Buyer**”), and Hronis Capital Assets, LP, a California limited partnership (“**Hronis Capital Assets**”), Hronis Capital Management, LLC, a California limited liability company (“**Hronis Capital Management**”), Hronis Citrus, LLC, a California limited liability company (“**Hronis Citrus**”), Hronis Farming, LP, a California limited partnership (“**Hronis Farming**”), Hronis Fruit Company LLC, a California limited liability company (“**Hronis Fruit Company**”), Hronis, Inc., a California corporation (“**Hronis, Inc.**”), Hronis Land Company, a California general partnership (“**Hronis Land Company**”), Hronis Ranch, LLC, a California limited liability company (“**Hronis Ranch**”) Hronis Resource Management, LLC, a California limited liability company (“**Hronis Resource Management**”), and The Hronis Family Limited Partnership, a California limited partnership (“**The Hronis Family Limited Partnership**” and, together with Hronis Capital Assets, Hronis Capital Management, Hronis Citrus, Hronis Farming, Hronis Fruit Company, Hronis, Inc., Hronis Land Company, Hronis Ranch, and Hronis Resource Management, each, a “**Seller**”, and collectively, “**Sellers**”).

WHEREAS, Sellers are in the business (referred to herein as the “**Business**”) of [growing, processing, and marketing table grapes, farming citrus and pistachios, and operating a cold storage and packing facility] located on [●]<sup>2</sup>, and owning all other ancillary facilities, improvements, buildings, pipelines, fixtures and other structures and assets located on the Transferred Real Property (as defined below) or otherwise included in the Purchased Assets (as defined below);

WHEREAS, on March 6, 2026 (the “**Petition Date**”), Sellers commenced the Bankruptcy Case (as defined below) and Sellers intend to seek approval of and authorization for a sale and transfer of substantially all of Sellers’ assets used in the conduct of the Business to the individual or entity submitting the highest or otherwise best bid for those assets in a process approved by the Bankruptcy Court (as defined below) (such transaction, the “**Sale Process**”) and to be consummated in accordance with the Bidding Procedures Order (as defined below) and pursuant to the Sale Order (as defined below);

WHEREAS, Buyer desires to purchase from Sellers substantially all of Sellers’ assets used in the conduct of the Business through the Sale Process (the “**Sale**”), in exchange for the satisfaction of certain secured obligations owed by Sellers to Buyer through a Credit Bid, cash and Buyer’s assumption of the Assumed Liabilities (as defined below), on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, Sellers have determined, in the exercise of their business judgment, that the Sale as contemplated herein is the highest or otherwise best bid for the Purchased Assets received as of the Execution Date and therefore it is advisable and in the best interest of the Sellers and the Sellers’ estates a to enter into this Agreement, subject to receipt of a higher and better offer, which has been approved by Sellers’ applicable governing bodies; and

---

<sup>2</sup> Note to Sellers: Please insert land description.

WHEREAS, Sellers and Buyer each acknowledge and agree that the transactions contemplated by this Agreement are subject to the Bankruptcy Court's approval of this Agreement, as may be amended from time to time.

NOW, THEREFORE, in consideration of the premises and of the respective representations, warranties, covenants, agreements, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Sellers and Buyer each agree as follows:

## ARTICLE I

### Definitions

Section 1.1 Certain Definitions. Capitalized terms used in this Agreement but not otherwise defined in this Agreement shall have the meaning ascribed to such terms in the Bidding Procedures Order as in effect at the date hereof or as such terms may be modified with the approval of Buyer. In this Agreement and any Exhibit or Schedule hereto, the following capitalized terms have the following respective meanings:

**“Acquired Tangible Personal Property”** means all Tangible Personal Property other than the Excluded Tangible Personal Property.

**“Affiliate”** means, as to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with that Person. For purposes of this definition, **“control”** (including, with correlative meanings, the terms **“controlled by”** and **“under common control with”**), as used with respect to any Person or group of Persons, means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Person, whether through the ownership of voting securities or by contract.

**“Agreement”** has the meaning set forth in the preamble.

**“Allocation”** has the meaning set forth in Section 3.3.

**“Alternative Purchaser”** has the meaning set forth in Section 10.2.

**“Alternative Transaction”** means a sale, assignment, transfer or other disposition of all or substantially all of the Purchased Assets to any Person (or group of Persons), other than to Buyer or an Affiliate of Buyer.

**“Antitrust Law”** means the Sherman Act, the Clayton Act, the HSR Act, the Federal Trade Commission Act, and all other Laws or Orders that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

**“Assumed Liabilities”** means all liabilities and obligations of Sellers relating to, arising under or in connection with (i) the Transferred Contracts, including Cure Amounts, (ii) the Purchased Assets and the Business for periods on and after the Closing Date, and (iii) [ordinary

course trade payables (including those incurred by Sellers prior to the Petition Date and administrative expenses relating to the Bankruptcy Case incurred by Sellers following the Petition Date) that remain unpaid on or after the Closing Date and which Buyer determines are necessary for the Business to continue operations in the ordinary course]<sup>3</sup>; provided, however, that the foregoing, in each case, are not the result of, or caused by, any breach or default of Sellers prior to the Closing Date.

**“Assumption Agreement”** means the Assumption Agreement in the form attached hereto as **Exhibit A**.

**“Auction”** has the meaning set forth in the Bidding Procedures.

**“Avoidance Action”** means any claim, right or cause of action of Sellers arising under Chapter 5 of the Bankruptcy Code and any analogous state or federal statutes and common Law relating to the Purchased Assets, the Transferred Contracts or the Assumed Liabilities.

**“Back-up Bidder”** has the meaning set forth in the Bidding Procedures.

**“Bankruptcy Case”** has the meaning set forth in Section 11.1.

**“Bankruptcy Code”** means Title 11 of the United States Code.

**“Bankruptcy Court”** has the meaning set forth in Section 11.1.

**“Benefit Plan”** means (i) any “employee benefit plan” as defined in Section 3(3) of the ERISA (whether or not subject to ERISA) and (ii) any other pension, retirement, profit-sharing, savings, bonus, incentive, commission, stock option or other equity or equity-based, deferred compensation, severance, retention, employment, benefit, excess benefit, incentive, equity interest, equity bonus, equity purchase, restricted equity, equity ownership, equity appreciation, phantom equity, savings and thrift, cafeteria, reimbursement, health savings, flexible spending, compensation, welfare, sick leave, vacation, medical, dental, hospitalization, vision, disability, accidental death and dismemberment, life insurance, death benefit, collective bargaining agreement or other agreement with any works council or similar association, post-retirement, transaction bonus, periodic bonus, termination, fringe benefit, perquisite or change of control plan, program, policy, agreement, contract or arrangement.

**“Best Efforts”** means the commercially reasonable efforts that a reasonable Person wanting to achieve the result in question would take under similar circumstances to achieve that result as expeditiously as possible.

**“Bidding Procedures”** means the procedures governing the Auction and the Sale Process, as approved by the Bankruptcy Court pursuant to the Bidding Procedures Order and attached as

---

<sup>3</sup> NTD: Assumption of ordinary course trade payables and whether to treat these items as cure costs are subject to Buyer’s diligence. SELLER COMMENT - Other than identified cure amounts, for purposes of soliciting competing bids pursuant to the sale process, no value will be attributed to the Purchase Price for the potential assumption of ordinary course trade payables since the amount will not likely be quantified until a later point in time.

Exhibit [●] to the Bidding Procedures Order, and as may be amended from time to time in accordance with their terms.

“**Bidding Procedures Order**” means the order entered by the Bankruptcy Court on [●], 2026, approving the Bidding Procedures.

“**Business**” has the meaning set forth in the recitals.

“**Business Books and Records**” has the meaning set forth in the definition of Purchased Assets.

“**Business Day**” means a day (other than a Saturday, Sunday or national holiday) on which commercial banks in the State of New York are open for the transaction of commercial banking business.

“**Business Material Adverse Effect**” means any event, change, development or effect that, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect on the Business, the Purchased Assets or the Condition of the Business, taken as a whole; provided, however, that any change, circumstance, or effect that arises out of, results from or relates to the commencement or conduct of the Bankruptcy Case shall not be considered in determining whether a Business Material Adverse Effect has occurred.

“**Buyer**” has the meaning set forth in the preamble.

“**Buyer Disclosure Schedules**” means the disclosure schedules of Buyer as attached hereto, and as they may be updated or otherwise modified hereafter in compliance with this Agreement.

“**Buyer Fundamental Representations**” means, collectively, the representations and warranties in the first sentence of Section 5.2(a) (Organization and Existence), Section 5.2(b) (Authority and Approval), Section 5.2(c) (No Conflict — Buyer’s Organizational Documents) and Section 5.2(f) (Brokers).

“**Buyer Required Approvals**” means the consents and approvals set forth on Schedule 9.1(g).

“**Clayton Act**” means Title 15 of the United States Code §§ 12-27 and Title 29 of the United States Code §§ 52-53, as amended.

“**Closing**” means the consummation of the transactions contemplated in this Agreement.

“**Closing Date**” has the meaning set forth in Section 4.1.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Condition of the Business**” means the condition of the business, operations, properties, Purchased Assets, financial condition and results of operations of the Business.

**“Confidential Information”** means any and all of the following information of Sellers or Buyer that has been or may hereafter be disclosed in any form, whether in writing, orally, electronically, visually or otherwise, or otherwise made available by observation, inspection, or otherwise by either party or its directors, officers, employees, agents or advisors (each a **“Representative”**) (collectively, a **“Disclosing Party”**) to the other party or its Representatives (collectively, a **“Receiving Party”**):

(i) all information that is a trade secret under applicable trade secret or other Law, including trade secrets as defined under the Uniform Trade Secrets Act;

(ii) all information concerning product specifications, data, know-how, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions and ideas, past, current and planned research and development, current and planned manufacturing or distribution methods and processes, customer lists or identities, current and anticipated customer requirements, price lists, market studies, business plans, computer hardware and software and database technologies, systems, structures and architectures;

(iii) all information concerning the business and affairs of the Disclosing Party (which includes historical and current financial statements, financial projections and budgets, tax returns and accountants’ materials, historical, current and projected sales, capital spending budgets and plans, business plans, strategic plans, marketing and advertising plans, publications, customer lists and files, contracts, the names and backgrounds of key personnel and personnel training techniques and materials, however, documented), and all information obtained from review of the Disclosing Party’s documents or property or discussions with the Disclosing Party regardless of the form of the communication;

(iv) any documents or materials marked “confidential” or “proprietary”;  
and

(v) all notes, analyses, compilations, studies, summaries and other material prepared by the Receiving Party to the extent containing or based, in whole or in part, upon any information included in the foregoing.

Any trade secrets of a Disclosing Party will also be entitled to all of the protections and benefits under applicable trade secret Law and any other applicable Law. If any information that a Disclosing Party deems to be a trade secret is found by a court of competent jurisdiction not to be a trade secret for purposes of this Agreement, such information will still be considered Confidential Information for the purposes of this Agreement to the extent included within the definition. In the case of trade secrets, Buyer and Sellers hereby waive any requirement that the other party(ies) submit proof of the economic value of any trade secret or post a bond or other security.

**“Confidentiality Agreement”** means [●].

**“Contract”** means any written or oral contract, agreement or instrument, including, supply contracts, purchase orders, sale orders, bids, understandings or commitments, customer

agreements, licenses, mortgages, subcontracts, indentures, leases of personal property, deeds of trust, notes or guarantees, pledges, liens, or conditional sales agreements to which the Person referred to is a party or by which any of its assets may be bound.

“**Cure Amounts**” has the meaning set forth in Section 2.8(b).

“**Credit Bid**” means a bid by Buyer using all or any portion of (i) Buyer’s secured loan amount(s) outstanding prior to the Petition Date, and (ii) the Sellers’ DIP Loan Amount, in each case, as consideration pursuant to Section 363(k) of the Bankruptcy Code.

[“**Deposit Escrow Account**” means the escrow account established pursuant to the Deposit Escrow Agreement.

“**Deposit Escrow Agreement**” means that certain escrow agreement, dated as of the date hereof, executed by and among Buyer, Sellers, and the Escrow Agent.

“**Deposit Escrow Funds**” mean, at any time of determination, the Earnest Deposit deposited in the Deposit Escrow Account, together with any interest earned thereon.]

“**Disclosing Party**” has the meaning given to such term in the definition of Confidential Information.

“**Disclosure Update**” has the meaning set forth in Section 7.5.

“**Earnest Deposit**” has the meaning set forth in Section 3.1(b).

“**Effective Time**” means 12:01 a.m. Eastern Time, on the Closing Date.

“**Environmental Laws**” means all federal, state and local Laws, code, binding and enforceable guidelines, policy or rule of common law or judicial or administrative interpretation thereof relating to pollution, public health and safety or protection of the environment, including the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Clean Water Act, and any state or local counterparts or equivalents, as such requirements have been enacted and are in effect on or prior to the Closing Date.

“**Environmental Liabilities**” means all Liabilities relating to Sellers’ ownership and/or operation of the Business and/or the Purchased Assets and consisting of or relating to:

(i) any Hazardous Materials, environmental matters or conditions (including on-site or off-site contamination and regulation of chemical substances or products);

(ii) fines, penalties, judgments, awards, settlements, legal or administrative proceedings, damages, losses, claims, demands and investigative, remedial, or inspection costs and expenses arising under Environmental Laws or relating to Hazardous Materials;

(iii) financial responsibility under Environmental Laws for cleanup costs or corrective action, including any investigation, cleanup, removal, containment, or other remediation or response actions required by applicable Environmental Laws and for any natural resource damages; or

(iv) any other compliance, corrective, investigative or remedial measures required under Environmental Laws.

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

[“**Escrow Agent**” means the entity holding the Deposit Escrow Funds pursuant to the Deposit Escrow Agreement.]

“**Excluded Assets**” means the following assets, rights, claims or properties owned by Sellers:

(i) all cash, rights in bank accounts, certificates of deposit, bank deposits, cash equivalents, professional fee retainers, funds maintained in the professional fee escrow established pursuant to the Orders entered in the Bankruptcy Case approving the Sellers’ DIP Loan Agreement, the cash surrender value of any life insurance policies, investment securities and checks or other payments received by Sellers (including received in lock boxes) prior to the Effective Time;

(ii) all claims, deposits, refunds, rebates and prepaid expenses of the type set forth on Schedule 1-A;

(iii) all Excluded Tangible Personal Property;

(iv) any rights to Tax refunds or credits and current and deferred Tax assets (other than with respect to Taxes allocated to Buyer in Section 3.4);

(v) Sellers’ rights under this Agreement and the Related Agreements;

(vi) all Contracts that are not Transferred Contracts;

(vii) all Permits that are not Transferred Permits;

(viii) the Excluded Books and Records;

(ix) Avoidance Actions and claims and the recoveries from such actions and/or counterclaims of Sellers or their Affiliates of the type set forth on Schedule 1-A;

(x) all of Sellers’ insurance policies and related contracts and all rights thereunder (including, prepaid insurance premiums, insurance audit refunds, and the right to make claims thereunder and to the proceeds thereof);

(xi) all debts, demands, causes of action or other rights or claims of Sellers against any Affiliates of Sellers including any intercompany receivables due from any such Affiliate of Sellers;

(xii) all Benefit Plans of Sellers or any of their Affiliates and the assets attributable to or related thereto; and

(xiii) those assets of the type identified on Schedule 1-B hereto, including, but not limited to, all adequate assurance deposits made by any Seller during or in connection with the Bankruptcy Case.

**“Excluded Books and Records”** means (i) all books and records relating to employee benefit matters, (ii) all books and records relating to employees, (iii) except for the Business Books and Records, all minute books, (iv) all income Tax Returns and income Tax records and (v) any other books and records relating solely to the Excluded Assets or Excluded Liabilities.

**“Excluded Liabilities”** means all Liabilities of Sellers that are not Assumed Liabilities, including but not limited to:

(i) all Liabilities of Sellers or any Affiliate of Sellers in respect of any Indebtedness, other than the Support Obligations addressed in Section 7.10 or as set forth in any Transferred Contract;

(ii) all Liabilities of Sellers or any Affiliate of Sellers for (a) income Taxes (whether or not then due), arising in connection with the consummation of the transactions contemplated by this Agreement or (b) the unpaid pre-Closing Taxes of any other Person under section 1.1502-6 of the Treasury Regulations (or any similar provision of state, local or foreign law) or as a transferee, successor, by contract, by Law or otherwise;

(iii) all Liabilities for Taxes with respect to the Purchased Assets, the Business or any of its facilities for all taxable periods, or portions thereof, ending at or prior to the Effective Time or that are otherwise allocated to Sellers in Section 3.4 or Section 12.13;

(iv) all Liabilities arising from any litigation, arbitration or any proceeding with any Governmental or Regulatory Authority involving Sellers, the Business, any Affiliate of Sellers or any of the Purchased Assets, arising prior to, pending on, or arising after the Closing Date, in each case relating to events, facts or circumstances occurring prior to the Effective Time;

(v) all Liabilities of Sellers to any Affiliate of Sellers or any current or former shareholder, director or officer of Sellers or any Affiliate of Sellers, including, any Liability arising out of or related to any loan, or any accrued interest related thereto, from any Affiliate of Sellers or any member, director or officer of Sellers or any Affiliate to Sellers;

(vi) all Liabilities related to or arising out of any Excluded Asset, including any Liabilities arising under any contract that is not a Transferred Contract;

(vii) all Liabilities of Sellers or any of their Affiliates related to any Benefit Plan or any assets attributable to or related to any such Benefit Plan;

(viii) all Liabilities of Sellers or any of their Affiliates related to the employment, or termination of employment, of any employee of Sellers prior to the Execution Date, or workers' compensation claims of any employee of Sellers which relate to events occurring prior to the Execution Date;

(ix) Sellers' costs and expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement; and

(x) all Environmental Liabilities as of the Effective Time solely to the extent the Purchased Assets can be sold free and clear of such Environmental Liabilities pursuant to Section 363(f) of the Bankruptcy Code.

**“Excluded Tangible Personal Property”** means all Tangible Personal Property listed on Schedule 1-C.

**“Execution Date”** has the meaning set forth in the preamble.

**“Expense Reimbursement”** has the meaning set forth in Section 10.2.

**“Federal Trade Commission Act”** means the Federal Trade Commission Act (15 U.S.C. § 41 *et seq.*), as amended, and the rules and regulations promulgated thereunder.

**“Fee Transferred Real Property”** means all of Sellers' rights, title and interest in the real property owned in fee by Sellers and described in Part I of Schedule 1-F, and including any easements, rights of way, real property licenses, and other real property entitlements appurtenant thereto.

**“GAAP”** means United States generally accepted accounting principles, consistently applied.

**“General Assignment”** means the General Assignment substantially in the form attached hereto as Exhibit B.

**“Governmental or Regulatory Authority”** means any court, tribunal, public or private arbitrator, authority, agency, commission, official or other instrumentality of the United States, or any country, state, county, city or other political subdivision, including any self-regulatory organization or similar governmental or quasi-governmental entity or body.

**“Hazardous Materials”** means any substance or material that has been listed, defined or regulated or otherwise classified by any Environmental Law as a “hazardous substance,” “hazardous material,” “hazardous waste,” “toxic substance,” “pollutant,” “contaminant,” or any

other similar term intended to define, list, or classify a substance by reason of such substance's ignitability, corrosivity, reactivity, carcinogenicity, reproductive toxicity, "EP toxicity" or adverse effect on human health or the environment, including, substances that are radioactive, toxic, hazardous or otherwise a pollutant, contaminant or waste, including PCBs, asbestos, petroleum products, petroleum derived substances or any fraction thereof, and urea-formaldehyde.

"**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976 (15 U.S.C. §§ 15c-15h, 18a), as amended.

"**Improvements**" means the buildings, improvements and structures now existing on the Transferred Real Property.

"**Indebtedness**" means, as to any Person, without duplication, (a) all Liabilities of such Person for borrowed money or in respect of loans or advances (including, reimbursement and all other obligations with respect to surety bonds, guarantees, letters of credit, banker's acceptances, corporate credit card or business credit lines, indemnities, performance letters, comfort letters and other arrangements similar to the foregoing, in each case only to the extent drawn); (b) all Liabilities of such Person under or pursuant to any arrangement to pay the deferred purchase price of property or services or the acquisition of any business; (c) all Liabilities of such Person under or pursuant to any interest rate and currency swaps, caps collars, interest rate cap agreements, interest rate swap agreements, foreign currency exchange agreements and similar financial hedging devices and agreements, in each case to the extent out of the money; (d) all Liabilities created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person (even though the rights and remedies of Sellers or lender under such agreement in the event of default are limited to repossession or sale of such property); (e) all obligations or liabilities of such Person under or pursuant to leases which are required to be, in accordance with GAAP, recorded as capital leases; (f) all Liabilities secured by any Lien excluding Permitted Encumbrances on any property or asset owned by that Person, regardless of whether the indebtedness secured thereby shall have been assumed by that Person or is non-recourse to the credit of that Person; (g) all Liabilities of such Person for off balance sheet financing of such Person (other than operating leases); (h) all Liabilities of such Person evidenced by bonds, debentures, notes or other similar securities or instruments; (i) all Liabilities of such Person for any direct or indirect guarantees made by such Person of any Indebtedness of any other Person described in clauses (a) through (h); and (j) any accrued but unpaid interest, Taxes, interest, unpaid prepayment or redemption penalties, premiums or payments and unpaid fees and expenses that are actually payable in connection with retirement, payment or prepayment of any of the foregoing Liabilities.

"**Insurance Policies**" has the meaning set forth in Section 5.1(k).

"**Intellectual Property**" means all intellectual property and proprietary rights of any kind, including the following: (a) patents, trademarks, service marks, trade names, slogans, logos, designs, symbols, trade dress, internet domain names, social media accounts, uniform resource identifiers, rights in design, brand names, any fictitious names, d/b/a's or similar filings related thereto, or any variant of any of them, and other similar designations of source or origin, together with all goodwill, registrations and applications related to the foregoing; (b) copyrights and copyrightable subject matter (including any registration and applications for any of the foregoing);

(c) trade secrets and other confidential or proprietary business information (including manufacturing and production processes and techniques, research and development information, technology, intangibles, drawings, specifications, designs, plans, proposals, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, customer and supplier lists and information), know-how, proprietary processes, formulae, algorithms, models, industrial property rights, and methodologies; (d) computer software, computer programs, and databases (whether in source code, object code or other form); and (e) all rights to sue for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing and all remedies at law or equity associated therewith.

**“Intellectual Property Assignment Agreement”** means the Intellectual Property Assignment Agreement substantially in the form attached hereto as **Exhibit C**.

**“Interest”** means Liens, encumbrances, pledges, mortgages, deeds of trust, security interests, leases, charges, fines or penalties related to governmental violations, options, rights of first refusal, easements, servitudes, proxies, voting trusts or agreements, transfer restrictions under any agreement, and any other rights, claims or demands of any kind whatsoever of other Persons, in each case, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, mature or unmatured, material or non-material, disputed or undisputed.

**“Knowledge”** or **“Seller’s Knowledge”** or any variation thereof means, with respect to Sellers, (i) the actual knowledge without any independent investigation of Allen Soong and Scott Avila, solely in their respective capacities as Co-Chief Restructuring Officer of Sellers, and (ii) the actual knowledge without any independent investigation of Mark T. DeDonato, solely in his capacity as an employee of Sellers.

**“Laws”** means all laws, statutes, rules, regulations and ordinances in any jurisdiction or any state, county, country, city or other political subdivision or of any Governmental or Regulatory Authority, including, the Bankruptcy Code, ERISA, Environmental Laws, public health and OSHA and anti-kickback statutes.

**“Liability”** or **“Liabilities”** means any or all obligations (whether to make payments, to give notices or to perform or not perform any action), commitments, contingencies and other liabilities of a Person (whether known or unknown, asserted or not asserted, whether absolute, accrued, contingent, fixed or otherwise, determined or determinable, liquidated or unliquidated, and whether due or to become due).

**“Lien”** means any mortgage, pledge, security interest, hypothecation, assignment, encumbrance, lease, lien (including, but not limited to, consensual liens, judicial liens or statutory liens), option, right of use and other rights and claims of other Persons, any conditional sale contract, title retention contract, or other encumbrance of any kind, including easements, conditions, reservations and restrictions.

**“Material Contracts”** has the meaning set forth in **Section 5.1(h)(ii)**.

**“Names”** has the meaning set forth in **Section 7.8**.

“**New Matter**” has the meaning set forth in Section 7.5.

“**Operations Agreements**” means [●], along with any other oral or informal relationships relating to the operation of the Business.

“**Order**” means and includes any writ, judgment, decree, injunction, award or other order of any Governmental or Regulatory Authority, including the Bankruptcy Court.

“**Ordinary Course of Business**” means an action taken by a Person if: (a) such action is in the ordinary course of business and consistent with the past practices of such Person including with respect to quantity and frequency; and (b) such action is similar in nature and magnitude to actions customarily taken in the ordinary course of normal day-to-day operations of other Persons that are in the same line of business as such Person; subject, however, to those actions necessary and incident, or otherwise relating, to the Bankruptcy Case.

“**Organizational Documents**” means: (a) in the case of a Person that is a corporation, its articles or certificate of incorporation and its by-laws, regulations or similar governing instruments required by the laws of its jurisdiction of formation or organization; (b) in the case of a Person that is a partnership, its articles or certificate of partnership, formation or association, and its partnership agreement (in each case, limited, limited liability, general or otherwise); (c) in the case of a Person that is a limited liability company, its articles or certificate of formation or organization, and its limited liability company agreement or operating agreement; and (d) in the case of a Person that is none of a corporation, partnership (limited, limited liability, general or otherwise), limited liability company or natural person, its governing instruments as required or contemplated by the laws of its jurisdiction of organization.

“**OSHA**” means the Occupational Safety and Health Act of 1970, 29 U.S.C. §651, et seq.

“**Other Transferred Real Property**” means all of Sellers’ rights, title and interest in any real property held by Sellers, other than Fee Transferred Real Property, and described in Part II of Schedule 1-F.

“**Outside Closing Date**” means [85] days from the Petition Date plus ten (10) days solely to the extent needed for regulatory approval.

“**Permits**” means all licenses, permits, authorizations, approvals, registrations, franchises and similar consents granted or issued by any Governmental or Regulatory Authority.

“**Permitted Encumbrances**” means (a) Liens for current Taxes not yet due as of the Closing Date or being contested in good faith by appropriate proceedings; (b) Liens for impositions, assessments, fees, rents or other charges levied or assessed or imposed by a Governmental or Regulatory Authority not yet due as of the Closing Date or being contested in good faith by appropriate proceedings; (c) statutory Liens (including materialmen’s, warehousemen’s, mechanic’s, repairmen’s, landlord’s and other similar Liens) arising in the ordinary course of business securing payments that are inchoate, unrecorded and not yet due and payable as of the Closing Date or being contested in good faith by appropriate proceedings; (d) easements, rights-of-way (including utility rights-of-way), servitudes, covenants, agreements, licenses, conditions and restrictions and other encumbrances, burdens and defects, imperfections

or irregularities of title, and other matters of record as of the Execution Date, affecting all or any portion of the Transferred Real Property which do not materially interfere with Buyer's proposed use of the Transferred Real Property or the operation of the Business or that are reflected in any title report, title commitment, title policy, or survey made available to Buyer; (e) Liens existing as a result of or expressly permitted pursuant to any leases, easements, licenses, rights of way, or other instruments granting Sellers' interest in and to the Other Transferred Real Property, other than, in each case, Liens created due to a breach of such instrument; (f) Liens created by, through or under Buyer or its successors or assigns; (g) building and zoning laws, rules and decisions affecting any of the Transferred Real Property, provided that no such building and zoning laws, rules, and/or decisions are violated in any material respect by the present use of the Transferred Real Property; (h) with respect to any Other Transferred Real Property, any Lien to which the fee or any superior interest is subject; and (i) licenses of Intellectual Property rights granted in the Ordinary Course of Business.

**"Person"** means any natural person, corporation, general partnership, limited partnership, limited liability partnership, limited liability company, proprietorship, other business organization, trust, government, Governmental or Regulatory Authority, or any other entity whatsoever.

**"Petition Date"** has the meaning set forth in the recitals.

**"Purchased Assets"** means, other than Excluded Assets, all of the properties, rights, title, interests and other tangible and intangible assets that Sellers own or possess, wherever located and whether or not required to be reflected on a balance sheet, and that are used by Sellers in connection with, or necessary for, the conduct of the Business as presently anticipated to be conducted as of the date of this Agreement, including:

- (a) the Transferred Real Property;
- (b) the Water Rights;<sup>4</sup>
- (c) the Purchased Intellectual Property;
- (d) all intangible assets of Sellers that are not Intellectual Property, including goodwill and going-concern value;
- (e) the Acquired Tangible Personal Property;
- (f) subject to Section 7.3, the Transferred Contracts and Sellers' rights thereunder;
- (g) all rights of Sellers in title and real property documents, drawings, diagrams, data, environmental studies and reports prepared by third parties, construction reports, operating and maintenance plans, operating reports, logs and records, operating, maintenance and safety manuals, engineering design plans, blue prints and as-built drawings and plans, sales order files, purchase order files, test specifications and validation procedures, present vendor, contractor, subcontractor, client, customer and supplier lists,

---

<sup>4</sup> NTD: Transfer/cure process under review by Buyer and Sellers.

pricing information, sales and promotional literature and paper work and business files of Sellers and books and records pertaining to the Business, including all of the foregoing data and electronic information related to the Purchased Assets or the Business stored or archived in any server, computer, laptop, network, system or other electronic data base (collectively, to the extent in the possession or control of Sellers or their Affiliates, the “**Business Books and Records**”), provided that Sellers may, at their election, provide to Buyer either originals or copies (whether in hard or electronic form) of such Business Books and Records and shall be entitled to retain, as applicable, copies or such originals;

(h) all claims and counterclaims of Sellers against any other Person (except any Affiliate of Sellers) relating to the Business, any of the Purchased Assets or any of the Assumed Liabilities, but excluding any Avoidance Actions and any claims and/or counterclaims of Sellers as described on Schedule 1-A;

(i) to the extent their transfer is permitted under applicable Laws and subject to Section 7.3, all Permits held by Sellers relating to the Purchased Assets or the Business listed on Schedule 1-G (the “**Transferred Permits**”);

(j) all unexpired warranties, indemnities and guarantees in favor of Sellers made or given by manufacturers, contractors, architects, engineers, consultants, vendors, suppliers and other third parties in connection with or relating to the Business or any other Purchased Asset;

(k) all claims, deposits, refunds, rebates and prepaid items of Sellers paid prior to the Closing, including the Specified Cash Deposits, except (i) those primarily related to the Excluded Assets or Excluded Liabilities, and (ii) those designated as Excluded Assets;

(l) all supplies or construction materials owned by Sellers and used in the Business;

(m) all rights of Sellers to collect damages from any Person (other than Sellers or an Affiliate of Sellers) for past, present or future misappropriation, infringement, or other violation of Purchased Intellectual Property; and

(n) to the extent not included in the foregoing and excluding the Excluded Assets, any and all other rights and assets of Sellers related to the Business.

“**Purchase Price**” has the meaning set forth in Section 3.1(a).

“**Purchased Intellectual Property**” means all Intellectual Property owned and used by Sellers in the conduct of the Business, including the exclusive world-wide rights to develop, modify, market, sell, license, distribute and utilize the current and future Intellectual Property, subject to existing licenses to customers and resellers.

“**Receiving Party**” has the meaning given to such term in the definition of Confidential Information.

“**Related Agreements**” means all agreements, certificates, instruments or other documents required to be executed and/or delivered pursuant to or in connection with this Agreement by any Person, including but not limited to, the Assumption Agreement, the General Assignment and the Intellectual Property Assignment Agreement.

“**Representative**” has the meaning given to such term in the definition of Confidential Information.

“**Restoration Cost**” has the meaning set forth in Section 7.9.

“**Sale**” has the meaning set forth in the recitals.

“**Sale Hearing**” means the hearing before the Bankruptcy Court to consider entry of the Sale Order.

“**Sale Order**” means an Order of the Bankruptcy Court approving consummation of the Sale and the other transactions contemplated hereby, as may be altered, amended, modified, or supplemented from time to time.

“**Sale Process**” has the meaning set forth in the recitals.

“**Seller**” has the meaning set forth in the preamble.

“**Sellers**” has the meaning set forth in the preamble.

“**Sellers’ DIP Loan Amount**” means an amount equal to \$[●].

“**Sellers’ DIP Loan Agreement**” means that certain Secured Superpriority Debtor-in-Possession Loan Agreement, dated March 17, 2026, by and among Sellers and Conterra Agricultural Capital, LLC.

“**Seller Disclosure Schedules**” means the disclosure schedules of Sellers attached hereto, and as they may be updated or otherwise modified hereafter in compliance with Section 7.5 of this Agreement, and which, for the avoidance of doubt, exclude Schedule 1-A through 1-G and Schedule 4.2(a)(vi).

“**Seller Fundamental Representations**” means, collectively, the representations and warranties in the first sentence of Section 5.1(a) (Organization and Existence), Section 5.1(b) (Authority and Approval), Section 5.1(c)(i) (No Conflict — Seller Organizational Documents) and Section 5.1(n) (Brokers).

“**Service Providers**” has the meaning set forth in Section 5.1(g)(i).

“**Sherman Act**” means title 15 of the United States Code §§ 1-7, as amended.

“**Software**” means computer software, including, source code, object code, disks, documentation, operating manuals, related systems data, source programs, record layouts, program

libraries, and any other documentation in those application areas that may pertain to any data processing system or operation.

“**Specified Cash Deposits**” means the cash deposits described on Schedule 1-D that constitute Purchased Assets and remain posted by Sellers as of the Closing.

“**Successful Bidder**” has the meaning set forth in the Bidding Procedures.

“**Support Obligations**” has the meaning set forth in Section 7.10.

“**Tangible Personal Property**” means the fixed assets, equipment, equipment spare parts, machinery, pipelines, fixtures, tools, furniture and furnishings, consumables, inventory, parts, computers, hardware supplies, motor vehicles, cranes, forklifts, supplies and other tangible personal property owned by Sellers and (i) located on the Transferred Real Property or (ii) used (or if not yet in use, intended to be used) primarily with respect to the Business and the Purchased Assets, including the tangible personal property listed on Schedule 1-E.

“**Tax Returns**” means all returns, declarations, reports, statements, schedules, notices, forms or other documents or information required to be filed in respect of the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of any legal requirement relating to any Tax, and the term “**Tax Return**” means any one of the foregoing Tax Returns.

“**Taxes**” means all taxes, charges, fees, levies or other like assessments, including U.S. federal, state, local, foreign, and other net income, gross income, gross receipts, social security, estimated, sales, use, ad valorem, franchise, profits, net worth, alternative or add-on minimum, capital gains, license, withholding, payroll, employment, unemployment, social security, excise, property, transfer, and any and all other taxes, assessments, fees or other governmental charges, whether computed on a separate, consolidated unitary, combined or any other basis together with any interest and any penalties, additions to tax, estimated taxes or additional amounts with respect thereto, and including any liability for Taxes as a result of being a member of a consolidated, combined, unitary or affiliated group or any other obligation to indemnify or otherwise succeed to the Tax liability of any other Person and the term “Tax” means any one of the foregoing Taxes.

“**Termination Notice**” has the meaning set forth in Section 7.5.

“**Title Insurance Policy**” means the title insurance policy to be obtained by Buyer with respect to the Transferred Real Property.

“**Transfer Taxes**” means all transfer, sales, use, bulk sales, reporting, recording, filing and other similar fees, taxes and charges arising out of or in connection with the transfer of the Purchased Assets effected pursuant to this Agreement.

“**Transferred Contracts**” means the Contracts identified and/or described in the Schedule of Assumed Executory Contracts and Unexpired Leases attached hereto as Exhibit C, which schedule shall be in form and substance reasonably acceptable to Buyer; provided that, Buyer shall have the right to direct Sellers to remove any Contract identified in the Schedule of Assumed Executory Contracts and Unexpired Leases at any time on or prior to three (3) Business Days prior

to the Auction (or such later date as may be permitted under the Bidding Procedures Order or the Sale Order, as applicable) and Sellers, at Buyer's direction, shall cause an applicable modified Schedule of Assumed Executory Contracts and Unexpired Leases to be filed with the Bankruptcy Court consistent with the Bidding Procedures Order or the Sale Order, as applicable.

**“Transferred Permits”** has the meaning set forth in the definition of Purchased Assets.

**“Transferred Real Property”** means collectively, the Fee Transferred Real Property and the Other Transferred Real Property, and including all of Sellers' rights, title and interest in any Improvements located on the Fee Transferred Real Property or the Other Transferred Real Property.

**“Treasury Regulations”** means the regulations (including all proposed and temporary regulations) promulgated by the U.S. Department of the Treasury under the Code, as such regulations may be amended from time to time.

**“Water Rights”** means all water, water rights, and water inventories, whether such water and water rights are riparian, appropriative or otherwise and whether or not appurtenant to the Transferred Real Property, along with all ditch and ditch rights and any shares of stock, certificates, licenses, Permits, Contracts, and any other agreements, leases, assignments, and options evidencing such water or ditch rights, and all wells, reservoirs, dams, ponds and storage rights, springs and spring rights, leased project water, embankments or fixtures relating thereto.

#### Section 1.2 Construction of Certain Terms and Phrases.

(a) Unless the context of this Agreement otherwise requires, (i) words of any gender include each other gender; (ii) words using the singular or plural number also include the plural or singular number, respectively; (iii) the terms “hereof,” “herein,” “hereby” and derivative or similar words refer to this entire Agreement; (iv) the terms “Article,” “Section,” or “clause” refer to the specified Article, Section, or clause of this Agreement; (v) the word “including” (and, with correlative meaning, the word “include”) means including, without limiting the generality of any description preceding that word; and (vi) the words “shall” and “will” are used interchangeably and have the same meaning. Any reference to a Law shall include any amendment thereof or any successor thereto and any rules and regulations promulgated thereunder, unless the context otherwise requires. Any reference in this Agreement to any contract, license, agreement or order means such contract, license, agreement or order as amended, supplemented or modified from time to time in accordance with the terms thereof. Currency amounts referenced in this Agreement are in U.S. Dollars.

(b) Any representation or warranty contained herein as to the enforceability of a Contract (including this Agreement and any Related Agreement) will be subject to the effect of any bankruptcy, insolvency, reorganization, moratorium or other similar law affecting the enforcement of creditors' rights generally and to general equitable principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) This Agreement is being entered into by and among competent and sophisticated parties who are experienced in business matters and represented by counsel and other advisors, and have been reviewed by the parties and their counsel and other advisors. Therefore, any ambiguous language in this Agreement will not be construed against any particular party as the drafter of the language.

(d) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. Whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day.

(e) The phrases “provided”, “delivered”, or “made available”, when used herein, mean that the information or materials referred to have been posted to the on-line “virtual data room” established under project name “Project [●] Due Diligence” to which Buyer and its counsel have continuous access at least two (2) days prior to the Execution Date.

## **ARTICLE II**

### **Purchase and Sale and Assumption**

Section 2.1 Purchase and Sale of Purchased Assets. Upon the terms and subject to the conditions of this Agreement and the Sale Order, at the Closing, Sellers will sell, transfer, convey, assign, deliver and set over to Buyer, and Buyer will purchase and accept, all of the right, title, benefit and interest of Sellers in, to and under the Purchased Assets, free and clear of all Liens, Claims, encumbrances and any and all other Interests (other than Permitted Encumbrances and Assumed Liabilities), pursuant to Sections 363(b) and (f) of the Bankruptcy Code. Other than the Permitted Encumbrances and Assumed Liabilities, all mortgages or other Liens, Claims or encumbrances attaching to or on the Purchased Assets securing Indebtedness shall attach to the net proceeds of the Sale pursuant to Section 363(f) of the Bankruptcy Code so that the Purchased Assets will be sold free and clear of such Liens, Claims, encumbrances and other Interests. At the Closing, the sale, transfer, conveyance, assignment and delivery of the Purchased Assets will be effected pursuant to the General Assignment, the Sale Order and other instruments of transfer described in Section 4.2(a).

Section 2.2 No Successor Liability. Sellers and Buyer shall request that the Sale Order provide that the Buyer is not a successor to, continuation of, or alter ego of any Sellers, and that the transactions contemplated by this Agreement do not and shall not subject Buyer or any of its Affiliates to any successor liability, including any liability arising from or relating to: (a) any Claim, Interest, or obligation of any Seller of any kind or nature whatsoever; (b) any theory of successor or vicarious liability, including without limitation product-line liability, de facto merger, substantial continuity, or similar doctrines; (c) any liability based on any Sellers’ use, ownership, operation, or occupancy of the Purchased Assets prior to Closing, including but not limited to Environmental Liabilities; and (d) any labor, employment, pension, multiemployer, or other employee-related obligations of any Seller, except solely to the extent expressly included in the Assumed Liabilities.

Section 2.3 Enjoinment of Claims. The Sale Order submitted to the Bankruptcy Court shall seek to permanently enjoin all Persons from asserting against Buyer, its Affiliates, successors, assigns, equity holders, directors, officers, employees or agents, any Claim or Interest arising under any successor-liability theory or otherwise relating to the Purchased Assets or the operation of the Business prior to Closing, except for the Assumed Liabilities.

Section 2.4 Good Faith Purchaser. Sellers and Buyer shall request that the Sale Order include an express finding that Buyer is a “good-faith purchaser” within the meaning of Section 363(m) of the Bankruptcy Code and is therefore entitled to the protections afforded thereunder. The Sale Order shall provide that (a) Buyer has acted in good faith in connection with the negotiation, entry into, and consummation of this Agreement, (b) Buyer is entitled to the protections of Section 363(m) of the Bankruptcy Code with respect to the transactions approved thereby, and (c) any reversal or modification on appeal of the Sale Order shall not affect the validity or enforceability of the Sale to Buyer unless such Sale Order has been stayed pending appeal.

Section 2.5 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Purchased Assets do not include, and in no event will Buyer acquire any right, title, benefit or interest in, to or under, any of the Excluded Assets.

Section 2.6 Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, at the Closing, Buyer will assume and agree to pay, perform and discharge or hold Sellers harmless from all of the Assumed Liabilities. The assumption of the Assumed Liabilities by Buyer will be effected pursuant to the Assumption Agreement and the Sale Order.

Section 2.7 Excluded Liabilities. Notwithstanding anything to the contrary contained herein, the Assumed Liabilities will not include, and in no event will Buyer assume, be required to pay, perform, discharge or hold Sellers harmless from any Excluded Liabilities.

Section 2.8 Assignment and Cure Amounts.

(a) Subject to the terms and conditions of this Agreement and the entry of the Sale Order, at the Closing and pursuant to Section 365 of the Bankruptcy Code, Sellers shall assume and assign to Buyer, and Buyer shall take assignment from Sellers, of the Transferred Contracts and leases of Other Transferred Real Property. No contract, lease, or other agreement shall be assumed by the Sellers absent concurrent assignment to Buyer. Buyer shall be responsible for paying all Cure Amounts as expressly approved by the Bankruptcy Court pursuant to the Sale Order and for satisfying the requirements of “adequate assurance of future performance” as required by section 365 of the Bankruptcy Code and shall cooperate fully with Sellers in seeking such approval from the Bankruptcy Court, including Buyer providing the necessary evidence required in connection with the Sale Hearing, as applicable, to approve this Agreement and the transactions contemplated herein.

(b) The cure amounts (collectively, the “**Cure Amounts**”), if any, necessary to cure all defaults, if any, and to pay all actual or pecuniary losses and arrearages, if any, that have resulted from any defaults on the part of Sellers under the Transferred Contracts and leases of Other Transferred Real Property shall be paid by Buyer at the Closing (except as

otherwise agreed in writing by the other party to any such Transferred Contract and/or lease of Other Transferred Real Property) and Sellers shall have no Liability for any such Cure Amounts. Consistent with the Bidding Procedures Order, if reasonably requested by Buyer and at Buyer's sole cost and expense, Sellers will commence and prosecute to conclusion objection(s) to the Cure Amount(s) claimed by the counterparty to any contract, lease or license. A good faith estimate as of the Execution Date of the Cure Amounts described in this Section 2.8(b), based on the Knowledge of Sellers, is set forth on Section 2.8(b) of the Seller Disclosure Schedule. As part of the Sale Process, Sellers shall file with the Bankruptcy Court the Schedule of Assumed Executory Contracts and Unexpired Leases, which shall be in form and substance reasonably acceptable to Buyer, setting forth all Contracts and leases and the respective Cure Amounts as to each Contract and lease. Nothing contained in this Section 2.8 shall restrict or prohibit Buyer's right to direct Sellers to remove any item identified in the Schedule of Assumed Executory Contracts and Unexpired Leases at any time prior to three (3) Business Days prior to the Auction in accordance with the Bidding Procedures Order and Sale Order, as applicable.

Section 2.9 Bulk Sales Laws. The parties hereto hereby waive compliance by Sellers with the requirements and provisions of any "bulk-transfer" Laws of any jurisdiction that may otherwise be applicable with respect to the sale and transfer of any or all of the Purchased Assets to Buyer.

### ARTICLE III

#### Purchase Price

##### Section 3.1 Purchase Price; Earnest Deposit.

(a) The purchase price for the Purchased Assets will be, in addition to the Assumed Liabilities and the Cure Amounts (which shall be paid by Buyer to the applicable counterparty on or about the Closing Date), a Credit Bid in an amount equal to One Hundred Ten Million Dollars (\$110,000,000), *plus* Sellers' DIP Loan Amount, for an aggregate amount of \$[●] (collectively, the "**Purchase Price**").<sup>5</sup>

(b) [Buyer or one of its Affiliates shall make an earnest deposit by wire transfer of immediately available funds into the Deposit Escrow Account equal to ten percent (10%) of the Purchase Price (the "**Earnest Deposit**") in accordance with the Bidding Procedures Order. The Deposit Escrow Funds while remaining in the Deposit Escrow Account, shall not be subject to any lien, attachment, trustee process, or any other judicial process of any creditor of Sellers, Buyer or their respective Affiliates, and the Deposit Escrow Agreement shall provide that the Deposit Escrow Funds shall be released in accordance with the provisions of this Agreement and the Bidding Procedures Order. All interest earned on the Earnest Deposit in the Deposit Escrow Account shall be for the benefit of Buyer and shall be distributed by the Escrow Agent to Buyer upon the termination of the Deposit Escrow Account. Any portion of the Deposit Escrow Funds released to Buyer in accordance with

---

<sup>5</sup> **NTD**: Consideration for the total Purchase Price will be a credit bid re Conterra and AA's aggregate debt (allocation TBD). Full breakdown of Purchase Price components subject to Buyer's diligence.

the terms of this Agreement and the Bidding Procedures Order shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of Sellers. At the Closing, (i) the Earnest Deposit shall be credited against the Purchase Price and distributed by the Escrow Agent to Sellers; and (ii) Buyer will pay to Sellers by wire transfer of immediately available funds to an account specified in writing by Sellers an amount equal to the Purchase Price minus the Earnest Deposit.]<sup>6</sup>

Section 3.2 Withholding of Tax. Buyer shall be entitled to deduct and withhold any amounts Buyer is required to deduct and withhold under any applicable Law in connection with payments to be made by Buyer pursuant to the terms of this Agreement; provided that, if Buyer believes that any deduction or withholding of Tax (other than any deduction or withholding as a result of the failure to provide a W-9 for each Seller's regarded owner in compliance with Section 4.2(a)(viii)) is required with respect to any payment under this Agreement, then Buyer shall give written notice to Sellers describing the basis for such withholding in reasonable detail at least five (5) Business Days prior to making such payment and Buyer shall provide Sellers with a reasonable opportunity to provide any applicable certificate, form or documentation that would reduce or eliminate the requirement to deduct and withhold Tax with respect to such payment, and Buyer shall otherwise cooperate with Sellers and take such steps as Sellers may reasonably request to reduce or eliminate such withholding obligation to the extent permitted by applicable Law. Such withheld amounts will be treated for all purposes of this Agreement as having been paid to Sellers by Buyer to the extent such amounts have been timely paid to the appropriate Tax authority.

Section 3.3 Allocation of Consideration. The Purchase Price, the Assumed Liabilities, and any other items required to be treated as consideration for U.S. federal income Tax purposes will be allocated among the Purchased Assets for all Tax purposes in accordance with section 1060 of the Code and the Treasury Regulations promulgated thereunder. Within five (5) days of the Closing Date, Buyer shall provide to Sellers a draft allocation, which shall be subject to the agreement of Sellers, which agreement shall not be unreasonably withheld.

Section 3.4 Prorations. Except as otherwise provided in this Agreement, the following prorations relating to the Purchased Assets will be made as of the end of the day immediately preceding the Closing Date, with Sellers liable to the extent such items relate to any period, or portion thereof, ending prior to the Closing Date and Buyer liable to the extent such items relate to any period, or portion thereof, beginning on or subsequent to the Closing Date: (a) property Taxes and (b) utilities; provided, however, that if practicable, meter readings will be taken on the Closing Date and the respective obligations of the parties to which such readings relate will be determined in accordance with such readings. If any of the foregoing proration amounts cannot be determined as of the Closing Date due to final bills therefor not being issued as of the Closing Date, the parties will prorate such items as and when the actual bills therefor are issued to the appropriate party. Sellers and Buyer shall furnish each other with such documents and other records as may be reasonably requested in order to confirm the proration calculations made pursuant to this Section 3.4. For purposes of the foregoing prorations, any liability for Taxes attributable to any taxable period that begins before the Closing Date and ends on or after the Closing Date shall be apportioned between the portion of such period ending at the end of the day

---

<sup>6</sup> NTD: Not needed for Conterra's credit bid, but may be needed for other bidders. Escrow concept to be removed if Conterra is the successful bidder.

immediately preceding the Closing Date and the portion beginning on the Closing Date: (a) in the case of any Taxes determined on a periodic basis (such as real or personal property Taxes or similar ad valorem Taxes), by apportioning such Taxes on a *per diem* basis; and (b) in the case of all other Taxes, as if there were a closing of the books as of the end of the day immediately preceding the Closing Date.

## ARTICLE IV

### Closing Matters

Section 4.1 Closing. Upon the terms and subject to the conditions of this Agreement, the Closing will take place beginning at 10:00 a.m. (local time) remotely by electronic transmissions on the second Business Day after the satisfaction (or waiver by the party for whose benefit such conditions exist) of all conditions described in Article IX that are required to be satisfied prior to the Closing (other than actions to be taken or items to be delivered at Closing as set forth herein, but subject to the satisfaction or waiver of such conditions), or at such other time, date, and place as the parties may mutually agree in writing (the “**Closing Date**”). All documents delivered and all transactions consummated at the Closing will be deemed for all purposes to have been delivered and consummated effective as of the Effective Time.

#### Section 4.2 Deliveries at Closing.

(a) Deliveries of Sellers. At the Closing, Sellers will deliver or cause to be delivered to Buyer the following:

(i) the Sale Order satisfactory to Buyer;

(ii) a deed or deeds, duly executed by Sellers, as applicable, in recordable form, conveying to Buyer good, marketable and insurable fee title to the Transferred Real Property;<sup>7</sup>

(iii) a conveyance and assignment instrument, duly executed by Sellers in recordable form, conveying to Buyer a good, marketable, and insurable leasehold, easement, or similar interest in and to the Other Transferred Real Property;<sup>8</sup>

(iv) duly executed counterparts of the Assumption Agreement, the General Assignment, the Intellectual Property Assignment Agreement, and the other Related Agreements;

(v) the Business Books and Records;

(vi) to the extent any physical Purchased Assets (except those described in Schedule 4.2(a)(vi) hereto) are not located on the Transferred Real Property, such Purchased Assets within the control or possession of Sellers or its Affiliates (which

---

<sup>7</sup> NTD: Subject to Seller real estate counsel review.

<sup>8</sup> NTD: Subject to Seller real estate counsel review.

will be either delivered to the Transferred Real Property or otherwise made available to Buyer, in either case, as reasonably specified by Buyer);

(vii) all certificates of title or origin (or similar documents), duly endorsed with respect to any material vehicles or other equipment included in the Purchased Assets for which a certificate of title or origin is required to transfer title;

(viii) a W-9 for each Seller's regarded owner;

(ix) if applicable, a joint written instruction to the Escrow Agent instructing the release of the Earnest Deposit to Sellers; and

(x) all other instruments of conveyance and transfer executed by Sellers, in form and substance reasonably acceptable to Buyer, as may be reasonably necessary to convey the Purchased Assets to Buyer free and clear of all Liens, Liabilities (other than Assumed Liabilities) and other Interests (except Permitted Encumbrances), provided, however, that the Sale Order shall be the only required document to evidence the conveyance and transfer free and clear of such Liens, Liabilities and other Interests.

(b) Deliveries by Buyer. At the Closing, Buyer shall pay all Cure Amounts to the applicable counterparties and will deliver or cause to be delivered to Sellers the following:

(i) An amount equal to (i) the Purchase Price minus (ii) the Earnest Deposit, as provided in Section 3.1(b) (if applicable);

(ii) if applicable, a joint written instruction to the Escrow Agent instructing the release of the Earnest Deposit to Sellers;

(iii) duly executed counterparts of the Assumption Agreement, the General Assignment, the Intellectual Property Assignment Agreement, and the other Related Agreements;

(iv) a true and complete copy of the Title Insurance Policy;

(v) a certificate of good standing of Buyer from the Secretary of State of the State of Delaware as to Buyer, that will be dated not more than ten (10) days prior to the Closing Date;

(vi) a certificate of an officer of Buyer certifying that its Organizational Documents, as certified and as delivered at the Closing, have not been amended or rescinded since the date of such certification and remain in full force and effect at the Closing Date;

(vii) copies of resolutions of the governing body of Buyer authorizing the execution, delivery and performance of this Agreement and the Related Agreements; and

(viii) such other duly executed documents, instruments and certificates as may be reasonably required to be delivered by Buyer pursuant to the terms of this Agreement, all in form reasonably satisfactory to Sellers.

Section 4.3 Further Assurances and Cooperation.

(a) Further Assurances. Subject to the terms and conditions of this Agreement, from time to time after the Closing through the date on which the Bankruptcy Case is closed, at a party's reasonable request and without further consideration, and solely at Buyer's cost and expense, the other party will execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation, and assumption, and provide such materials and information and take such other actions as the other party may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Buyer all of the Purchased Assets and/or in order to more effectively effect the assumption by Buyer of the Assumed Liabilities and Buyer's operation of the Business.

(b) Post-Closing Access to Books and Records. Following the Closing, Buyer and Sellers will afford each other, and their respective Representatives, during normal business hours and upon reasonable prior written notice, reasonable access to, in the case of Sellers, the Excluded Books and Records and, in the case of Buyer, the Business Books and Records in its possession with respect to periods through the Closing and the right to make copies and extracts therefrom to the extent that such access may be reasonably required by the requesting party in connection with (i) the preparation of Tax Returns, (ii) any Tax audit, Tax protest, or other proceeding relating to Taxes, (iii) compliance with the requirements of any Governmental or Regulatory Authority, (iv) Sellers' conduct or administration of the Bankruptcy Case including, but not limited to, its participation in any contested matter or adversary proceeding in or relating to the Bankruptcy Case or (v) any actual or threatened third party action or proceeding. Neither Buyer nor Sellers may, for a period of seven (7) years after the Effective Time, destroy or otherwise dispose of any such books, records and other data unless such party will first offer in writing to surrender copies of such books, records and other such data to the other party and such other party has not agreed in writing to take possession thereof during the ten (10) day period after such offer is made, provided Sellers' motion to destroy business records or to close or dismiss the Bankruptcy Case shall be deemed to constitute notice to Buyer of Sellers' intention to destroy all books, records and data and its offer to surrender such books, records and data to Buyer. Buyer and Sellers further will reasonably cooperate with the other in the conduct of any audit or other proceeding related to Taxes involving the Business. This reasonable cooperation does not include payment to attorneys, accountants or other professional advisors in connection with such cooperation.

(c) If, in order to properly prepare its Tax Returns or other documents or reports required to be filed with any Governmental or Regulatory Authority, it is necessary that either Buyer or Sellers be furnished with additional information, documents or records relating to the Business, the Purchased Assets or the Assumed Liabilities not referred to in Section 4.3(b), and such information, documents or records are in the possession or control of the other party, such other party will use its Best Efforts to furnish or make available

such information, documents or records (or copies thereof) at the recipient's reasonable request and at recipient's cost and expense.

Section 4.4 Transferred Real Property. With respect to the Transferred Real Property, Sellers will cause, if applicable, final water, gas, sewer, electric and all other utility meter readings to be made as of the Closing Date or as close thereto as is reasonably possible, and each of the parties hereto will use its Best Efforts to cause the utilities to be transferred to Buyer without interruption of service. Subject to Section 3.4, Sellers will promptly pay the final bills rendered on such final readings and will deliver to Buyer evidence of payment of the same.

## ARTICLE V

### Representations and Warranties

Section 5.1 Representations and Warranties of Sellers. Except as set forth in the Seller Disclosure Schedules, each Seller, jointly and severally, makes the following representations and warranties to Buyer as set forth in this Section 5.1. The Seller Disclosure Schedules will be arranged in paragraphs corresponding to the lettered and numbered Paragraphs contained in this Agreement (as to which Buyer acknowledges and agrees that any matter disclosed pursuant to a section, subsection, paragraph or subparagraph of the Seller Disclosure Schedules shall be deemed disclosed for all other purposes of the Seller Disclosure Schedules as and to the extent the content or context of such disclosure makes it reasonably apparent, if read in the context of such other section, subsection, paragraph or subparagraph of the Seller Disclosure Schedules, that such disclosure is applicable to such other section, subsection, paragraph or subparagraph of the Seller Disclosure Schedules):

(a) Organization and Existence. Seller is a limited liability company, limited partnership, or corporation (as applicable to each such entity included in the definition of Sellers), in each case, duly formed, validly existing, and in good standing under the laws of the State of California, with, to Seller's Knowledge, full power and authority to own, lease, and operate the Business and the Purchased Assets and to carry on the Business as and where such assets are now owned or leased and the Business is now conducted, subject to the Bankruptcy Case.

(b) Authority and Approval. Subject to approval of the Bankruptcy Court and entry of the Sale Order, Seller has the power to enter into this Agreement and each of the Related Agreements to which it is a party and to perform its obligations hereunder and thereunder. The execution, delivery and performance by Seller of this Agreement and the Related Agreements to which it is to be a party, and the consummation by Seller of the transactions contemplated herein and therein, have been duly authorized by all required limited liability company action on the part of Seller. This Agreement and the Related Agreements to which Seller is a party have been duly executed and delivered by Seller, and when executed and delivered by Seller, will, subject to approval of the Bankruptcy Court and entry of the Sale Order, be valid and binding obligations of Seller.

(c) No Conflict. To Seller's Knowledge, the execution and delivery by Seller of this Agreement and each of the Related Agreements to which it is to be a party, and

Seller's compliance with the terms and conditions hereof and thereof, and the consummation by Seller of the transactions contemplated hereby and thereby, do not and will not (i) conflict with, or require the consent of any Person that has not been obtained under Seller's Organizational Documents, (ii) subject to entry of the Sale Order and obtaining the authorizations referred to in Section 5.1(d) of the Seller Disclosure Schedules, violate or breach in any material respect any provision of, or require any consent, authorization, or approval under, any Law or Order applicable to Seller, the Business, the Purchased Assets or the Assumed Liabilities, (iii) result in a violation or breach of any provision of any Law or Order applicable to Seller, the Business, the Purchased Assets, the Transferred Real Property or the Assumed Liabilities, or (iv) result in the creation of any Lien upon the Purchased Assets other than Permitted Encumbrances and Liens created by Buyer; provided, however, that no representation or warranty is made in the foregoing clauses (ii) through (v) with respect to matters that would not reasonably be expected, individually or in the aggregate, to have a Business Material Adverse Effect.

(d) Governmental Approvals and Filing. Except as set forth in Section 9.3(b) or as disclosed in Section 5.1(d) of the Seller Disclosure Schedules and entry of the Sale Order, to Seller's Knowledge, no consent, authorization, approval or action of, filing with, notice to, or exemption from any Governmental or Regulatory Authority on the part of Seller is required in connection with the execution, delivery and performance of this Agreement or any Related Agreements to which Seller is to be a party or the consummation of the transactions contemplated hereby or thereby, except where the failure to obtain any such consent, approval or action, to make any such filing, to give any such notice or obtain any such exemption would not be reasonably expected to (i) have a material adverse effect on Seller or (ii) materially adversely affect the validity or enforceability against Seller of this Agreement or such Related Agreements or materially adversely affect the ability of Seller to consummate the transactions contemplated by this Agreement.

(e) Legal Proceedings. To Seller's Knowledge and except as set forth in the Bankruptcy Case docket, Section 5.1(e) of the Seller Disclosure Schedules contains a complete and accurate description (including the case caption and case number if applicable) of each material lawsuit, arbitration, cause of action, administrative or regulatory proceeding or other legal proceeding to which Seller is currently or in the last year had been a party. Except as disclosed in Section 5.1(e) of the Seller Disclosure Schedules and on the Bankruptcy Case docket, to Seller's Knowledge, there is no pending or threatened lawsuit, arbitration, cause of action, administrative or regulatory proceeding or other legal proceeding or Order of any Governmental or Regulatory Authority, in each case relating to Seller, the Business, the Transferred Real Property or any of the Purchased Assets.

(f) Compliance with Laws and Orders. To Seller's Knowledge, except as set forth in Section 5.1(f) of the Seller Disclosure Schedules, there is no unresolved material violation of or material default under any Law or Order applicable to Seller, the Business, the Purchased Assets, or the Assumed Liabilities, in each case, other than as a result of the commencement of the Bankruptcy Case or stayed by the Bankruptcy Court.

(g) Employee Matters and Employee Benefit Plans.

(i) To Seller's Knowledge, Section 5.1(g)(i) of the Seller Disclosure Schedules sets forth a complete list of each current employee and independent contractor providing services of each Seller, including such Person's date of hire, state of residence, active or leave of absence status, full-time or part-time status, exempt or non-exempt status, base salary, contractor rate or other pay rate, commission and bonus compensation, job title, covered payroll and benefit enrollment for each Benefit Plan, as applicable. Those individuals whose primary job duties involve the regular performance of services for Seller or the Business (the "**Service Providers**") provide such services pursuant to the Operations Agreements. Seller is not a party to or bound by a collective bargaining agreement or similar agreement with a union or other labor organization, and to Seller's Knowledge, none of the Service Providers are represented by a union or other certified bargaining agent with respect to their services to Seller or the Business. To Seller's Knowledge, with respect to the Business, there is not currently any, and in three (3) years prior to the Execution Date has been no, strike, slowdown, picketing or work stoppage.

(ii) Except as set forth in Section 5.1(g)(ii) of the Seller Disclosure Schedules, to Seller's Knowledge Seller does not sponsor, maintain, contribute to or have an obligation to contribute to, and does not have any Liability with respect to any Benefit Plans.<sup>9</sup>

(h) Intellectual Property. Section 5.1(h) of the Seller Disclosure Schedules contains, to Seller's Knowledge, a complete list of all material patents, registered trademarks and trademark applications, registered copyrights and applications for copyright registrations and domain names included in the Purchased Intellectual Property. Except as would not have a Business Material Adverse Effect or as set forth in Section 5.1(h) of the Seller Disclosure Schedules:

(i) To Seller's Knowledge, no written claim has been asserted and, no claim has been threatened by any Person (1) against the use by Seller of any of the Purchased Intellectual Property; (2) against Seller claiming infringement upon or misappropriation of any Intellectual Property rights of third parties as a result of the operation by Seller of the Business as presently conducted; or (3) challenging the ownership or validity of any of the Purchased Intellectual Property;

(ii) To Seller's Knowledge, Section 5.1(h)(ii) of the Seller Disclosure Schedules sets forth all of Seller's rights, title and interest in the Purchased Intellectual Property, and Seller has the right to use, free and clear of all Liens, other than Permitted Encumbrances and applicable license agreements, the applicable Purchased Intellectual Property;

(iii) Except as a result of the commencement of the Bankruptcy Case and except as set forth in Section 5.1(h)(iii) of the Seller Disclosure Schedules, to Seller's Knowledge, Seller is not, in default of any material obligation under any

---

<sup>9</sup> NTD: Subject to Seller review.

license or similar agreement relating to the Purchased Intellectual Property or use of Intellectual Property; and

(iv) Except as set forth in Section 5.1(h)(iv) of the Seller Disclosure Schedules, to Seller's Knowledge, (x) the possession or use of the Purchased Intellectual Property does not and will not infringe, misappropriate, violate or otherwise conflict with any Intellectual Property right of any other Person, and (y) none of the Purchased Intellectual Property is being infringed or otherwise used or available for use by any Person other than Sellers.

(i) Material Contracts.

(i) To Seller's Knowledge, except for (x) Contracts subject to confidentiality restrictions that have not been waived despite Seller's commercially reasonable efforts to have such restrictions waived to permit disclosure to Buyer, (y) Contracts with legal, financial, or other advisors and consultants in connection with the Bankruptcy Case or any other transactions contemplated hereby, and (z) any agreement entered into with any of Seller's secured lenders, Section 5.1(i)(i) of the Seller Disclosure Schedules contains a complete list of all material Contracts to which Seller is a party ("**Material Contracts**").

(ii) To Seller's Knowledge, no party to a Material Contract that is a Transferred Contract has notified Seller in writing that such party intends to cancel or otherwise terminate such Material Contract.

(j) Permits. To Seller's Knowledge, Section 5.1(i)(i) of the Seller Disclosure Schedules identifies all material Permits possessed by Seller that are necessary to the conduct of the Business or the ownership or operation of the Purchased Assets as conducted on the Execution Date. Except as disclosed in Section 5.1(i)(ii) of the Seller Disclosure Schedules or as a result of the commencement of the Bankruptcy Case or would not reasonably be expected to have a Business Material Adverse Effect, to Seller's Knowledge: (i) all such Permits possessed by Seller are in full force and effect; and (ii) Seller has not received written notice of violation or proposed revocation or termination of any such Permit from any issuing Person or Governmental or Regulatory Authority.

(k) Insurance. Seller maintains insurance covering the Business and the Purchased Assets in the amounts (and subject to deductibles and self-insurance amounts) and issued by the carrier(s) listed on Section 5.1(k) of the Seller Disclosure Schedules (the "**Insurance Policies**").

(l) Certain Environmental Matters. Except as (i) related solely to the Excluded Assets, (ii) would not reasonably be expected to have a Business Material Adverse Effect or (iii) disclosed in Section 5.1(l) of the Seller Disclosure Schedules:

(i) To Seller's Knowledge, Seller holds, and is in compliance in all material respects (except as a result of the filing of the Bankruptcy Cases and any limitations imposed thereby or to the extent not reasonably be expected to have a

Business Material Adverse Effect) with, all material Permits required to conduct the Business as currently being conducted under any Environmental Laws;

(ii) To Seller's Knowledge, (x) Seller, the Business, and the Transferred Real Property are in compliance, in all material respects, with all Environmental Laws and, during the one (1) year preceding the Execution Date, and (y) Seller has not received written notice from any Person alleging that Seller, the Business or the Transferred Real Property, is in violation of any applicable Environmental Law;

(iii) To Seller's Knowledge, during the one (1) year preceding the Execution Date, Seller has not received from a Governmental Authority any written request for information or any written notice that it is a potentially responsible party under any Environmental Laws with regard to the Business for which any liability is currently being asserted;

(iv) To Seller's Knowledge, Seller is not subject to any outstanding Order relating to compliance with any Environmental Law;

(v) To Seller's Knowledge, Seller does not operate any underground storage tanks at the Transferred Real Property and Seller has no Knowledge of the presence of any underground storage tanks at the Transferred Real Property. To Seller's Knowledge, no Hazardous Materials are present in, on or under the Transferred Real Property, except those used by Seller in the ordinary operation of the Business;

(vi) To Seller's Knowledge, during the one (1) year preceding the Execution Date, Seller has not transported, stored, used, manufactured, disposed of or released Hazardous Materials in violation of any Environmental Laws; and

(vii) To Seller's Knowledge, Seller has made available to Buyer, true, and correct copies of all environmental assessments, audits, reports, studies, analyses, correspondence, summaries, maps, photographs, tests and monitoring results (completed or uncompleted) in its possession and all material written communications filed by Seller or between Seller and any Governmental or Regulatory Authority or other Person that is in Seller's possession or control, including any Orders, notices of violation, warning letters or requests for information.

(m) Transferred Real Property. Except as set forth in Section 5.1(m) of the Seller Disclosure Schedules:

(i) To Seller's Knowledge, Schedule 1-F contains a complete and accurate list of each parcel of real property owned, held, leased or otherwise used by Seller in the conduct of the Business. To Seller's Knowledge, Seller has made available to Buyer true correct and complete copies of the deeds, rights of way, easements, surface use agreements, licenses, leases and other instruments by which Seller acquired or holds all of the Transferred Real Property, together with all amendments, modifications, and supplements thereto;

(ii) To Seller's Knowledge, Seller has a good and valid leasehold, easement, license, right of way, or other right in and to the Other Transferred Real Property. To Seller's Knowledge, each of the leases, easements, licenses, rights of way, or other instruments granting Seller's interest in and to the Other Transferred Real Property is in full force and effect;

(iii) To Seller's Knowledge, other than the rights of fee (or other superior interest) owners with respect to the Other Transferred Real Property, there are no tenants or other parties in possession of any of the Transferred Real Property; and

(iv) To Seller's Knowledge there are no pending or threatened proceedings to modify the zoning classification of, or to condemn or take by power of eminent domain, any of the Fee Transferred Real Property, or any of the Other Transferred Real Property.

(n) Brokers. Except as set forth in Section 5.1(n) of the Seller Disclosure Schedules, no broker, finder or investment banker is entitled to any brokerage commission, finder's fee or similar payment in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Seller.

(o) Taxes. Except as otherwise set forth in Section 5.1(o) of the Seller Disclosure Schedules:

(i) To Seller's Knowledge, all material Tax Returns required to be filed with respect to the Purchased Assets or the Business have been timely filed;

(ii) To Seller's Knowledge, there is no claim, audit, action, suit, proceeding or investigation by any taxing authority pending or threatened in writing against, or relating to the Purchased Assets or the Business;

(iii) To Seller's Knowledge, no written claim has been received by Seller from a jurisdiction where Seller does not file Tax Returns that Seller is subject to taxation in that jurisdiction; and

(iv) To Seller's Knowledge, Section 5.1(o) of the Seller Disclosure Schedule sets forth all jurisdictions in which Seller has filed material Tax Returns with respect to the Business or the Purchased Assets for each taxable period in the two (2) years prior to the Execution Date.

(p) Credit Support Obligations. To Seller's Knowledge, Section 5.1(p) of the Seller Disclosure Schedules sets forth a list of each material guaranty, letter or credit, performance or surety bond provided by Seller to any other Person with respect to the Business or any Transferred Contract.

(q) No Material Adverse Change. To Seller's Knowledge, except as described in Section 5.1(q) of the Seller Disclosure Schedules and except as a result of the commencement of the Bankruptcy Case, since [March 6, 2026], there has not occurred any

event or condition that, individually or in the aggregate, has had or is reasonably expected to have a Business Material Adverse Effect.

(r) Inter-Company Transactions. To Seller's Knowledge, Section 5.1(r) of the Seller Disclosure Schedules sets forth a complete and accurate list and description of all material Contracts (whether in writing, oral, or implied-in-fact, including any amendments, supplements, restatements or modifications thereto) between Seller and any Affiliate relating to the Purchased Assets, Assumed Liabilities or the Business.

(s) Warranties Exclusive. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5.1 (AS MODIFIED BY THE SELLER DISCLOSURE SCHEDULES), SELLER MAKES NO REPRESENTATION OR WARRANTY, STATUTORY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AT LAW OR IN EQUITY, IN RESPECT OF ANY OF ITS ASSETS (INCLUDING THE PURCHASED ASSETS), LIABILITIES (INCLUDING THE ASSUMED LIABILITIES) OR THE BUSINESS, INCLUDING, WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND NONE SHALL BE IMPLIED AT LAW OR IN EQUITY. NEITHER SELLER NOR ANY OTHER PERSON, DIRECTLY OR INDIRECTLY, HAS MADE OR IS MAKING, ANY REPRESENTATION OR WARRANTY, WHETHER WRITTEN OR ORAL, REGARDING THE PRO-FORMA FINANCIAL INFORMATION, FINANCIAL PROJECTIONS OR OTHER FORWARD-LOOKING STATEMENTS OF SELLER OR THE BUSINESS.

Section 5.2 Representations and Warranties of Buyer. Except as set forth in the Buyer Disclosure Schedules, Buyer makes the following representations and warranties to Sellers as set forth in this Section 5.2. The Buyer Disclosure Schedules will be arranged in paragraphs corresponding to the lettered and numbered paragraphs contained in this Section 5.2 (as to which Sellers acknowledge and agree that any matter disclosed pursuant to a section, subsection, paragraph or subparagraph of the Buyer Disclosure Schedules shall be deemed disclosed for all other purposes of the Buyer Disclosure Schedules as and to the extent the content or context of such disclosure makes it reasonably apparent, if read in the context of such other section, subsection, paragraph or subparagraph of the Buyer Disclosure Schedules, that such disclosure is applicable to such other section, subsection, paragraph or subparagraph of the Buyer Disclosure Schedules):

(a) Organization and Existence. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, with full power and authority to own, lease, and operate its business and properties and to carry on its business as and where such properties and assets are now owned or leased and such business is now conducted.

(b) Authority and Approval. Buyer has the power to enter into this Agreement and each of the Related Agreements to which it is to be a party and to perform its obligations hereunder and thereunder. The execution, delivery and performance by Buyer of this Agreement and the Related Agreements to which it is to be a party, and the

consummation by Buyer of the transactions contemplated herein and therein, have been duly authorized by all required action on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and, when executed and delivered by Buyer, the Related Agreements to which Buyer is to be a party will have been duly executed and delivered by Buyer. This Agreement is, and each of the Related Agreements to which Buyer is to be a party when executed and delivered by Buyer, will be the valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as may be limited by the Bankruptcy Case.

(c) No Conflict. The execution and delivery by Buyer of this Agreement and each of the Related Agreements to which it is to be a party, and Buyer's compliance with the terms and conditions hereof and thereof, and the consummation by Buyer of the transactions contemplated hereby and thereby, do not and will not (i) conflict with any of, or require any consent of any Person that has not been obtained under, Buyer's Organizational Documents, (ii) subject to entry of the Sale Order and obtaining the authorizations referred to in Section 5.2(d) of the Buyer Disclosure Schedules, violate or breach in any material respect any provision of, or require any consent, authorization, or approval under, any Law or any Order applicable to Buyer, (iii) result in a violation or breach of any provision of any Law or Order applicable to Buyer, (iv) violate, conflict with, result in a breach of, constitute a default under (whether with or without notice or the lapse of time or both), accelerate or permit the acceleration of the performance required by, or require any consent, authorization, or approval under, any material contract to which Buyer is a party or by which it is bound or to which any of its assets or property is subject, or (v) result in the creation of any Lien upon the assets or property of Buyer, except in each case as would not reasonably be expected to have a material adverse effect on Buyer or materially adversely affect the validity or enforceability of this Agreement against Buyer or materially adversely affect the ability of Buyer to consummate the transactions contemplated by this Agreement.

(d) Governmental Approvals and Filing. Except as disclosed in Section 5.2(d) of the Buyer Disclosure Schedules, no consent, authorization, approval or action of, filing with, notice to, or exemption from any Governmental or Regulatory Authority on the part of Buyer is required in connection with the execution, delivery and performance of this Agreement or any Related Agreements to which Buyer is to be a party or the consummation of the transactions contemplated hereby or thereby, except where the failure to obtain any such consent, approval or action, to make any such filing, to give any such notice or obtain any such exemption would not be reasonably expected to (i) have a material adverse effect on Buyer or (ii) materially adversely affect the validity or enforceability against Buyer of this Agreement or such Related Agreements or materially adversely affect the ability of Buyer to consummate the transactions contemplated by this Agreement.

(e) Legal Proceedings.

(i) Buyer has received no written notice that there are any lawsuits or arbitrations pending or threatened against Buyer as would reasonably be expected (x) to have a material adverse effect on Buyer, (y) to materially adversely affect the validity or enforceability of this Agreement or any of the Related Agreements

against Buyer or materially adversely affect the ability of Buyer to consummate the transactions contemplated by this Agreement, or (z) result in the issuance of an Order restraining, enjoining or otherwise prohibiting or making illegal the consummation of the transactions contemplated by this Agreement; and

(ii) Buyer has received no written notice that there are any Orders outstanding against Buyer that would be reasonably expected to have a material adverse effect on Buyer or materially adversely affect the ability of Buyer to consummate the transactions contemplated by this Agreement.

(f) Brokers. No broker, finder or investment banker is entitled to any brokerage commission, finder's fee or similar payment in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Buyer.

(g) Financial Resources. Buyer currently has, and will have available at the Closing, funds sufficient to pay in full the Purchase Price, the Cure Amounts and the fees and expenses related to the transactions contemplated by this Agreement in cash. Buyer knows of no circumstance or condition that could be reasonably expected to prevent the availability at Closing of such funds. Buyer acknowledges and agrees that notwithstanding anything to the contrary contained herein, its obligation to consummate the transactions contemplated hereby is not subject to Buyer or any of its Affiliates obtaining any financing.

(h) Opportunity for Independent Investigation; No Other Representations. Prior to its execution of this Agreement, Buyer has conducted to its satisfaction an independent investigation and verification of the current condition and affairs of the Business and the Purchased Assets, including the condition, the cash flow and the prospects of the Purchased Assets and Assumed Liabilities. In making its decision to execute this Agreement and to purchase the Purchased Assets and assume the Assumed Liabilities, Buyer has relied and will rely solely upon the results of such independent investigation and verification and the terms and conditions of this Agreement. Buyer acknowledges that: (a) it has had the opportunity to visit the Business and to visit with Sellers and meet with its Representatives to discuss the Purchased Assets and Assumed Liabilities, and their condition, cash flows and prospects, (b) all materials and information requested by Buyer have been provided to Buyer to Buyer's satisfaction and Buyer is fully familiar with all such materials (including such documents and information found in the electronic data room and the Confidential Information) and information, including all terms and conditions, obligations and liabilities pursuant to, and arising under, all Material Contracts, and (c) except as expressly set forth in Section 5.1, neither Sellers nor any Affiliate thereof make any representation or warranty, express or implied, written or oral, as to the Business, the Purchased Assets or the Assumed Liabilities or any other matter. Buyer acknowledges that the Purchased Assets are being transferred on an "AS IS, WHERE IS" basis.

(i) Disclaimer Regarding Projections. Buyer may be in possession of certain projections and other forecasts regarding the Business, Purchased Assets and the Assumed Liabilities and any expansions or other development opportunities relating thereto or otherwise, including projected financial statements, cash flow items and other data, and certain business plan information of the Business, Purchased Assets and the Assumed

Liabilities and any expansions or other development opportunities relating thereto or otherwise. Buyer acknowledges that there are substantial uncertainties inherent in attempting to make such projections and other forecasts and plans, and that Buyer is familiar with such uncertainties. Accordingly, Buyer acknowledges that neither Sellers nor any of their Affiliates, Representatives, agents or advisors have made any representation or warranty, express or implied, written or oral, with respect to such projections and other forecasts and plans.

## ARTICLE VI

### Regulatory Matters<sup>10</sup>

Buyer hereby covenants and agrees with Sellers, and Sellers hereby covenant and agree with Buyer, in each case as follows:

Section 6.1 Regulatory Filings. Subject to the terms and conditions of this Agreement, each party shall use Best Efforts to (a) take, or cause to be taken, all actions and to do, or cause to be done, all things necessary under applicable Laws to consummate the transactions contemplated by this Agreement; (b) if required, file such applications and documents as may be reasonably required with any Governmental or Regulatory Authority, if any, with consent or approval rights as to or over the transfer of the Purchased Assets to Buyer; (c) if required, file a Notification and Report Form pursuant to the HSR Act with respect to the transactions contemplated hereby within five (5) Business Days after Buyer is selected as the Successful Bidder, if applicable, pursuant to the Bidding Procedures Order; (d) supply as promptly as practicable any additional information and documentary material that may be requested or required by any Governmental or Regulatory Authority having rights of consent or approval over or regarding the transfer of the Purchased Assets to Buyer, including, pursuant to any Antitrust Law, including the HSR Act, and (e) if applicable, cause the expiration or termination of the applicable waiting periods under the HSR Act, any other Antitrust Law or any other state, federal or local law, regulation or designation as soon as practicable. In furtherance of and without limiting the generality of the foregoing, the parties will use their respective Best Efforts to (i) prepare, as soon as is practical following the execution of this Agreement, all necessary filings in connection with the transactions contemplated by this Agreement that may be required to be filed by such party with any Governmental or Regulatory Authority, (ii) submit such filings as soon as practicable, but in no event later than five (5) Business Days after Buyer is selected as the Successful Bidder, if applicable, pursuant to the Bidding Procedures Order, (iii) assure that all such filings are in material compliance with the requirements of applicable regulatory laws, (iv) make available to the other party such information as the other party may reasonably request in order to complete the filings or to respond to information requests by any relevant Governmental or Regulatory Authority, (v) take all actions necessary to cause all conditions set forth in Article IX to be satisfied as soon as practicable, and (vi) execute and deliver any additional instruments reasonably requested and necessary to fully carry out the purposes of this Agreement. Except as set forth in Section 12.13, each party shall bear its own fees, costs and all other expenses associated with any filings or consents with or from any third party in connection with or otherwise related to the transactions contemplated hereby.

---

<sup>10</sup> NTD: Subject to further review by the parties. Buyer is assessing its HSR position.

Section 6.2 Cooperation: Confidentiality. In connection with the efforts referenced in Section 6.1 to obtain all requisite approvals and authorizations for the transactions contemplated by this Agreement, including, if applicable, under the HSR Act, any other Antitrust Law, or any state or local law or regulation, each party shall use Best Efforts to (a) cooperate with the other party in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party; (b) keep the other party informed in all material respects of any material communication received by such party from, or given by such party to, any Governmental or Regulatory Authority and of any material communication received or given in connection with any proceeding by a private party, in each case regarding any of the transactions contemplated hereby and (c) permit the other party to review any material communication given to it by, and, to the extent reasonably practicable, consult with the other party in advance of any meeting or conference with, any Governmental or Regulatory Authority, including in connection with any proceeding by a private party. The foregoing obligations in this Section 6.2 shall be subject to the Confidentiality Agreement and any attorney-client, work product or other privilege, and each party hereto shall coordinate and cooperate fully with the other party hereto in exchanging such information and providing such assistance as such other party may reasonably request in connection with the foregoing and in seeking early termination of any applicable waiting periods under Antitrust Law. Neither party will take any action with the intent of delaying, impairing or impeding the receipt of any required authorizations, consents, Orders or approvals.

Section 6.3 Objections or Other Challenges. If (a) any objections are asserted with respect to the transactions contemplated hereby under any Antitrust Law or if any suit is instituted by any Governmental or Regulatory Authority or any private party challenging any of the transactions contemplated hereby as violating any Law, including any Antitrust Law, or (b) the filing made pursuant to Section 6.1 is reasonably likely to be rejected or conditioned by any Governmental or Regulatory Authority, each party shall use Best Efforts to resolve such objections or challenge such Governmental or Regulatory Authority or private party may have to such transactions, including to vacate, lift, reverse or overturn any Order, whether temporary, preliminary or permanent, so as to permit consummation of the transactions contemplated by this Agreement. In furtherance of the foregoing, Buyer shall undertake promptly any and all actions required to complete lawfully the transactions contemplated by this Agreement prior to the Outside Closing Date, including by (i) responding to and complying with, as promptly as reasonably practicable, any request for information or documentary material regarding the transactions from any relevant Governmental or Regulatory Authority (including responding to any “second request” for additional information or documentary material under the HSR Act as promptly as reasonably practicable), (ii) causing the prompt expiration or termination (including requesting early termination and/or approvals thereof) of any applicable waiting period and clearance or approval by any relevant Governmental or Regulatory Authority, including defense against, and the resolution of, any objections or challenges, in court or otherwise, by any relevant Governmental or Regulatory Authority preventing consummation of the transactions, and (iii) making any necessary post-closing filings or proffering and consenting to a governmental order providing for the sale or other disposition, or the holding separate, of particular Purchased Assets, categories of Purchased Assets or lines of business, of either Purchased Assets or lines of business of the Business or of any other assets or lines of business of Buyer or any of its Affiliates in order to mitigate or otherwise remedy any requirements of, or concerns of, any Governmental or Regulatory Authority, or proffering and consenting to any other restriction, prohibition or

limitation on any of its assets, the Business, Buyer or any of Buyer's Affiliates, in order to mitigate or remedy such requirements or concerns, in each case conditioned on consummation of the transactions contemplated hereby. The entry by any Governmental or Regulatory Authority in any legal proceeding of a governmental order permitting the consummation of the transactions contemplated hereby but which is subject to certain conditions or requires Buyer or any of its Affiliates to take any action, including any restructuring of the Purchased Assets of the Business or lines of business of Buyer or any of its Affiliates or any changes to the existing business of Buyer or any of its Affiliates, shall not be deemed a failure to satisfy the conditions specified in Article IX.

## ARTICLE VII

### Certain Covenants

Section 7.1 Conduct of Business Pending Closing. Except (x) those matters set forth in Section 7.1 of the Seller Disclosure Schedules, (y) as otherwise expressly contemplated by this Agreement, or (z) with the written consent of Buyer (which consent will not be unreasonably withheld or delayed), during the period from the Execution Date to the Closing Date, Sellers will:

- (a) (i) subject to any limitations imposed by the Bankruptcy Code, the Bankruptcy Case and the Sellers' DIP Loan Agreement, conduct the Business as a debtor-in-possession in the Ordinary Course of Business;
- (b) not sell, assign, transfer, convey, license or dispose of (including by waiver or release) any of the material Purchased Assets other than in the Ordinary Course of Business;
- (c) not cancel, terminate, fail to renew or amend, modify or change any material Transferred Permit;
- (d) not amend, supplement or modify in any material respect, terminate (other than with cause) or waive any material term under, exercise any material option under or give any material consent with respect to any material Transferred Contract;
- (e) not institute, settle or consent to any litigation, arbitration or other proceeding (whether at law or in equity) or Order that would (i) become an Assumed Liability or (ii) have a material and adverse effect on Buyer's ownership, use or operation of, or the value of, the Purchased Assets, or Buyer's conduct of the Business, after the Closing;
- (f) not (i) materially modify the terms of engagement of any contractors or service providers, other than as provided for in any written Contract existing as of the Execution Date, or (ii) enter into any collective bargaining agreement or other Contract, agreement or understanding with any labor union or similar representative of individuals providing services to Sellers or the Business, in each case, except to the extent determined to be reasonably necessary by Sellers to prevent a Business Material Adverse Effect; and

(g) not agree in writing or otherwise to take any of the actions described above in clauses (a) through (f) of this Section 7.1.

Section 7.2 Efforts to Satisfy Closing Conditions. Each party to this Agreement will use their good-faith, Best Efforts to take, or cause to be taken, all actions necessary, proper or advisable to: (a) satisfy all of the conditions set forth in Article IX within such party's reasonable control; (b) comply promptly with all legal requirements that may be imposed on such party with respect to the transactions contemplated by this Agreement and, subject to the conditions set forth in Article IX, to consummate the transactions contemplated by this Agreement; and (c) make any required filing with or notification to, and obtain (and to cooperate with the other party to obtain) any consent, authorization, order or approval of, or any exemption by, any Governmental or Regulatory Authority and any other third party that is required to be made or obtained by it in connection with the transactions contemplated by this Agreement, including the Buyer Required Approvals.

Section 7.3 Assets Incapable of Transfer. To the extent that any Transferred Contract or Permit is not assignable or transferable without the consent of another Person and such consent requirement is not made unenforceable by the Bankruptcy Code, this Agreement will not constitute an assignment or transfer thereof, an attempted assignment or transfer thereof, or an agreement to effect such an assignment or transfer, if such assignment or transfer, attempted assignment or transfer, or agreement would constitute a breach thereof. Sellers, upon the reasonable request by Buyer, will use their Best Efforts to obtain the consent of such other Person to the assignment or transfer of any such Transferred Contract and/or Permit to Buyer in all cases in which (a) such consent is or may be required for such assignment or transfer and (b) such consent requirement is not made unenforceable by the Bankruptcy Code. Buyer will, without additional cost or expense to Buyer, cooperate with Sellers in its efforts to obtain such consents. For purposes of clarification, the Best Efforts by Sellers will in no event require the payment of any money or permit, without the prior written consent of Buyer, the amendment or modification of any material term or provision of any Transferred Contract or Permit, but Best Efforts shall include appropriate filings by Sellers in the Bankruptcy Court seeking a determination that the Bankruptcy Code renders unenforceable the consent requirement in question. If any such consent, or an appropriate Bankruptcy Court order determining such unenforceability, is not obtained prior to Closing, Sellers will at Buyer's expense use Best Efforts, upon reasonable request by Buyer, to provide an alternate reasonable arrangement reasonably satisfactory to Buyer and Sellers designed to provide to Buyer, from and after the Closing, the full economic benefits intended to be assigned or transferred to Buyer under the relevant Transferred Contract or Permit at the Closing. Notwithstanding the foregoing, failure to obtain any such consent will not give rise to Buyer's ability not to consummate the transactions contemplated by this Agreement nor a reduction to the Purchase Price. Without limiting the generality of the foregoing, the beneficial interest in and to the Transferred Contracts or Permits, to the fullest extent permitted by the relevant Transferred Contract or Permit and applicable Law, will pass to Buyer.

Section 7.4 Discovery of Breach. Sellers shall promptly notify Buyer if, prior to or following the Closing, Sellers conclude or discover that any of Sellers' representations and warranties contained in this Agreement are not accurate in any material respect, which notice will summarize the reason for such conclusion. Buyer shall immediately notify Sellers if, prior to or following the Closing, Buyer concludes or discovers that any of Buyer's representations and

warranties contained in this Agreement are not accurate in any material respect, which notice will summarize the reason for such conclusion.

**Section 7.5 Ability to Supplement Disclosure Schedules.** Sellers may, prior to Closing, from time to time, but in no event later than five (5) Business Days prior to the Closing, supplement or amend Seller Disclosure Schedules with respect to any event, circumstance or matter (each a “**New Matter**”), that is required to be set forth or described in such Seller Disclosure Schedules (a “**Disclosure Update**”) to make such Seller Disclosure Schedules true and correct as of the Closing Date. Except as set forth in the last sentence of this Section 7.5, any such Disclosure Update will not cure any breach or inaccuracy of any representation or warranty made in this Agreement for any purpose or diminish the rights or remedies of Buyer with respect thereto, nor shall any such notification affect any conditions to the obligations of the parties hereunder. Notwithstanding the foregoing, in the event that any New Matter, individually or in the aggregate with all New Matters, taken as a whole, would result in a Business Material Adverse Effect or would result in the failure of any condition set forth in Section 9.1 or Section 9.3 to be satisfied, then Buyer may terminate this Agreement by providing to Sellers prior to the earlier of (i) the expiration of three (3) Business Days after delivery to Buyer of the applicable Disclosure Update, or (ii) the Closing, a notice of such termination (a “**Termination Notice**”). In the event Buyer has the right to terminate this Agreement pursuant to the forgoing provisions of this Section 7.5 as the result of a Disclosure Update, and fails to exercise such right by providing a timely Termination Notice, Buyer waives any and all rights it may have to claim that the information in such Disclosure Update (or any prior Disclosure Update) results in a Business Material Adverse Effect or in the failure of a condition to Closing in Section 9.1 or Section 9.3, and Buyer shall be deemed to have waived all rights, if any, that it may have with respect to Closing or any damages it may have suffered or incurred, or other rights or remedies it may have had based upon, arising out of, or otherwise in respect of the subject matter of such Disclosure Update (or any prior Disclosure Update).

**Section 7.6 Restricted Use of Confidential Information.**

(a) **Non-Disclosure and Non-Use of Confidential Information.** Each Receiving Party acknowledges the confidential and proprietary nature of the Confidential Information of the Disclosing Party and agrees that such Confidential Information: (i) will be kept confidential by the Receiving Party; (ii) will not be used for any reason or purpose other than to evaluate and consummate the transactions contemplated by this Agreement; and (iii) without limiting the foregoing, will not be disclosed by the Receiving Party to any Person, except in each case: (x) as otherwise expressly permitted by the terms of this Agreement; (y) with the prior written consent of an authorized Representative of the Disclosing Party; or (z) as required in connection with the Bankruptcy Case, including under any Order of the Bankruptcy Court. Buyer will disclose the Confidential Information of the other party only to its Representatives and equity investors and Affiliates of such equity investors who, in each case, require such material for the purpose of evaluating the transactions contemplated by this Agreement and are informed by Buyer, as the case may be, of the obligations of this Section 7.6 with respect to such information. Buyer will (x) enforce the terms of this Section 7.6 as to its respective Representatives; (y) take such action to the extent necessary to cause its Representatives to comply with the terms and conditions of this Section 7.6; and (z) be responsible and liable for any breach of the provisions of this Section 7.6 by it or its Representatives.

(b) Upon the Closing, all Confidential Information of Sellers relating to the Business, other than Confidential Information solely related to the Excluded Assets or the Excluded Liabilities, will become the property of Buyer and thereafter treated by Sellers for all purposes as Confidential Information of Buyer subject to the provisions of Section 7.6 and Section 7.7. From and after the Closing, the provisions of Section 7.6(a) will not apply to or restrict in any manner Buyer's use of any Confidential Information of Sellers that is, or relates to, an Purchased Asset or Assumed Liability.

(c) Section 7.6(a) does not apply to that part of the Confidential Information of a Disclosing Party that a Receiving Party demonstrates (i) was, is or becomes generally available to the public other than as a result of a breach of this Section 7.6 or any applicable confidentiality agreement by the Receiving Party or its Representatives; (ii) was or is developed by the Receiving Party independently of and without reference to any Confidential Information of the Disclosing Party; or (iii) was, is or becomes available to the Receiving Party on a nonconfidential basis from a third party not bound by a confidentiality agreement or any legal, fiduciary or other obligation restricting disclosure.

(d) If a Receiving Party is required by Law or in connection with the Bankruptcy Case to make any disclosure that is prohibited or otherwise constrained by this Section 7.6, that Receiving Party will, to the extent practicable, provide the Disclosing Party with prompt notice of such compulsion or request so that it may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Section 7.6. In the absence of a protective order or other remedy, the Receiving Party may disclose that portion (and only that portion) of the Confidential Information of the Disclosing Party that, based upon advice of the Receiving Party's counsel, the Receiving Party is legally compelled to disclose; provided, however, that the Receiving Party will use commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded by any Person to whom any Confidential Information is so disclosed. The provisions of this Section 7.6(d) do not apply to any legal proceedings between the parties to this Agreement. The confidentiality obligations of the parties in this Section 7.6 shall survive the Closing.

Section 7.7 Review and Inspections. Sellers will provide Buyer and its Representatives and designees with reasonable access to Sellers' books, records, systems, system master data and transactional data and facilities and make appropriate accountants, attorneys, advisors and customers available during normal business hours in order to permit Buyer to complete its review of Sellers for purposes of facilitating the transfer to Buyer of the Purchased Assets, and will promptly comply with any reasonable requests relating thereto made by or on behalf of Buyer. Nothing in this Agreement shall obligate the parties to share any information covered by the attorney client privilege, work product doctrine or other similar privilege. Sellers acknowledge that Buyer's review includes an assessment of and preparation for the efficient and orderly transition of the Business to Buyer, at and after and subject to the Closing. Without limiting the generality of the foregoing, at any time on or before the Closing Date, Buyer, its Representatives and designees, shall be granted access during normal business hours by Sellers to inspect the Transferred Real Property and Sellers' records relating thereto (including interviews with Sellers and any Representatives of Sellers) to evaluate the Transferred Real Property for Hazardous Materials and compliance with Environmental Laws. Buyer shall be entitled to obtain and evaluate

all environmental reports and studies related to the Transferred Real Property that are in Sellers' possession, necessary or advisable in Buyer's sole discretion. Notwithstanding any of the foregoing provisions of this Section 7.7, Buyer shall not have the right to conduct invasive environmental investigation of any kind on the Purchased Assets, or conduct any structural evaluation or invasive environmental investigation of any kind, including in the form of soil and groundwater sampling, nor be entitled to any environmental reports or other similar information related to Excluded Assets.

Section 7.8 No Use of Certain Names. Within sixty (60) days after the Closing Date, Sellers shall (a) cease use of the name "Hronis" and all confusingly similar variations and derivatives thereof (collectively, the "Names") in any commercial capacity other than to allow Sellers to liquidate any remaining assets or close the Bankruptcy Case as necessary and (b) change signage and stationery and otherwise discontinue public use of the Names. Subject to the terms of the Sale Order, promptly after the Closing Date, Sellers and their controlling Affiliates shall file applications to amend or terminate any certificate of incorporation, certificate of assumed name or d/b/a filings so as to eliminate its right to use the Names.

Section 7.9 Risk of Loss. If the Purchased Assets are damaged or destroyed by casualty loss between the Execution Date and the Closing and the sum of the cost of restoring the Purchased Assets (in the aggregate) prior to the Closing to a condition reasonably comparable to its prior condition (as estimated by a qualified firm reasonably acceptable to Buyer and Sellers), net of any restoration work paid by Sellers or covered by insurance prior to the Closing Date related thereto, provided, that such restoration work results in the restoration of the Purchased Assets to a condition reasonably comparable to its prior condition (as estimated by a qualified firm reasonably acceptable to Buyer and Sellers) (such aggregate net sum and ancillary services margin reasonably expected to accrue as a result of such losses after the Closing Date, the "**Restoration Cost**"), is greater than five percent (5%) of the Purchase Price but does not exceed ten percent (10%) of the Purchase Price, Sellers may elect to reduce the amount of the Purchase Price by the amount of such Restoration Cost, by notice to Buyer, and such casualty loss shall not affect the Closing or be deemed to cause any of the conditions to Closing set forth in Article IX to be unsatisfied. If Sellers do not make such an election within five (5) days after the date of such casualty loss (but in any event at least ten (10) days prior to the Closing Date), Buyer may elect to terminate this Agreement within five (5) days after the end of such five (5)-day period by written notice to Sellers. If Buyer, in circumstances in which it is entitled to do so, does not make an election to terminate this Agreement within such five (5)-day period, the parties shall, subject to the other terms and conditions of this Agreement, proceed to Closing, and the Purchase Price shall be reduced by the amount of the Restoration Cost. If the Restoration Cost is in excess of ten percent (10%) of the Purchase Price, either party may, by notice to the other within five (5) days after the date of such casualty loss, elect to terminate this Agreement by providing written notice to the other, and if neither Buyer nor Sellers elect to terminate this Agreement within such five (5)-day period, then the parties shall, subject to the other terms and conditions of this Agreement, proceed to Closing, and the Purchase Price shall be reduced by the amount of the Restoration Cost. If the Restoration Cost is five percent (5%) of the Purchase Price or less, neither Buyer nor Sellers shall have the right or option to terminate this Agreement pursuant to this Section 7.9. To the extent the Purchase Price is reduced by the Restoration Cost pursuant to this Section 7.9, Sellers shall retain the right to recover the proceeds from any Insurance Policy in respect of the Purchased Assets damaged or

destroyed by such casualty loss up to the amount by which the Purchase Price was reduced pursuant to this Section 7.9.

Section 7.10 Support Obligations. Buyer shall replace, effective as of Closing, the credit support obligations (including the letters of credit) provided by Sellers or any of its Affiliates with respect to the Business, the Purchased Assets, or the operation thereof, as listed on Schedule 7.11, as the same may be updated from time to time to include additional credit support provided by Sellers or any of their Affiliates with respect to the Business, the Purchased Assets, or the operation thereof at any time on or after the date hereof and prior to Closing in accordance with the terms and conditions set forth herein (collectively, the “**Support Obligations**”). In furtherance of the foregoing, Buyer shall obtain, prior to the Closing, substitute credit support arrangements in replacement for the Support Obligations, which substitute credit support arrangements shall be in form and substance reasonably satisfactory to Sellers.

Section 7.11 Title Insurance Policy. Prior to or at the Closing, Buyer shall use commercially reasonable efforts to obtain and bind the Title Insurance Policy, at Buyer’s sole expense, on terms and conditions reasonably acceptable to Buyer in its sole discretion. Sellers shall cooperate with Buyer’s efforts and provide assistance as reasonably requested by Buyer to obtain and bind the Title Insurance Policy. At or prior to the Closing, Buyer shall pay or cause to be paid, all costs and expenses related to the Title Insurance Policy, including the total premium, underwriting costs, brokerage commissions, and other fees and expenses of such policy.

## **ARTICLE VIII**

### **Employee Matters**<sup>11</sup>

Buyer’s obligations under this Agreement are not subject to or conditioned upon Buyer’s reaching agreement with any Person for employment by Buyer or on any Person acting in any capacity, including, as a contractor, consultant, or agent, in connection with Buyer’s use of the Purchased Assets or assumption of the Assumed Liabilities from and after the Closing.

## **ARTICLE IX**

### **Conditions to Closing**

Section 9.1 Conditions to the Obligations of Buyer. The obligation of Buyer to effect the Closing is subject to the satisfaction (or waiver by Buyer) on the Closing Date of the following conditions:

- (a) Representations and Warranties. (i) Each of the Sellers’ Representations and warranties contained herein shall be true and correct in all material respects, in each case as of the Execution Date and as of the Closing as if made as of the Closing, except for such representations and warranties which are as of a specific date, which shall be true and accurate in all material respects as of such date. Buyer will have received a certificate from

---

<sup>11</sup> NTD: Subject to Buyer’s diligence. Parties to discuss potential employment of Sellers’ employees and WARN issues.

each Seller signed on behalf of each Seller by a duly authorized officer thereof with respect to the foregoing.

(b) Covenants. The covenants and agreements of Sellers to be performed on or prior to the Closing will have been duly performed in all material respects.

(c) Related Agreements. Sellers will have duly executed and delivered to Buyer the Related Agreements to which Sellers are to be a party.

(d) Sellers' Deliveries. Sellers will have delivered or caused to be delivered to Buyer the items listed in Section 4.2(a) in form and substance as required herein.

(e) No Injunction. There will not be in effect any injunction or other Order that has not been stayed by the commencement of the Bankruptcy Case or any order of the Bankruptcy Court that is effective that (i) declares this Agreement or any Related Agreement invalid or unenforceable or (ii) restrains, enjoins or otherwise prohibits or makes illegal the consummation of the transactions contemplated by this Agreement.

(f) Certain Pending Litigation. There will not be pending any litigation brought by a Governmental or Regulatory Authority of competent jurisdiction seeking to prohibit or enjoin the sale or purchase of the Purchased Assets or the assumption of the Assumed Liabilities in accordance with this Agreement that is not stayed by the commencement of the Bankruptcy Case or any Order of the Bankruptcy Court.

(g) Buyer Required Approvals. All Buyer Required Approvals as set forth in Schedule 9.1(g) shall have been obtained and shall be in full force and effect.

(h) Business Material Adverse Effect. There shall not have occurred or been discovered any developments, circumstances or occurrences with regard to any of the Purchased Assets or the Business, that, individually or in the aggregate, has had a Business Material Adverse Effect.

Section 9.2 Conditions to the Obligations of Sellers. The obligation of Sellers to effect the Closing is subject to the satisfaction (or waiver by Sellers) on the Closing Date of the following conditions:

(a) Representations and Warranties. Each of the Buyer Fundamental Representations and the other representations and warranties of Buyer contained herein shall be true and correct in all material respects, in each case as of the Execution Date and as of the Closing as if made as of the Closing, except for such representations and warranties which are as of a specific date, which shall be true and accurate in all material respects as of such date. Sellers will have received a certificate from Buyer signed on behalf of Buyer by a duly authorized officer thereof with respect to the foregoing.

(b) Covenants. The covenants and agreements of Buyer to be performed on or prior to the Closing will have been duly performed in all material respects. Sellers will have received a certificate from Buyer signed on behalf of Buyer by a duly authorized officer thereof with respect to the foregoing.

(c) Receipt of Purchase Price. Sellers will have received from Buyer an amount equal to (i) the Purchase Price minus (ii) the Earnest Deposit, as provided and in accordance with Section 3.1(b) of the Agreement. [Sellers will have also received the Earnest Deposit from the Escrow Agent.] Sellers shall have received evidence of the payment of the Cure Amounts.

(d) Related Agreements. Buyer will have duly executed and delivered to Sellers each of the Related Agreements to which Buyer is a party.

(e) Buyer's Deliveries. Buyer will have delivered or caused to be delivered to Sellers the items listed in Section 4.2(b).

(f) No Injunction. There will not be in effect any injunction or other Order that has not been stayed by the commencement of the Bankruptcy Case or any order of the Bankruptcy Court that is effective that (i) declares this Agreement or any Related Agreement invalid or unenforceable or (ii) restrains, enjoins other otherwise prohibits the consummation of the transactions contemplated by this Agreement.

(g) Certain Pending Litigation. There will not be pending any litigation brought by a Governmental or Regulatory Authority of competent jurisdiction seeking to prohibit or enjoin the sale or purchase of the Purchased Assets or the assumption of the Assumed Liabilities in accordance with this Agreement that is not stayed by the commencement of the Bankruptcy Case or any Order of the Bankruptcy Court.

(h) Buyer Required Approvals. All Buyer Required Approvals shall have been obtained and shall be in full force and effect.

Section 9.3 Conditions Precedent to Obligations of Buyer and Sellers. The respective obligations of the parties to effect the Closing are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Buyer and Sellers in whole or in part to the extent permitted by applicable Law):

(a) there shall not be in effect any Order by a Governmental or Regulatory Authority (i) declaring this Agreement or any Related Agreement invalid or unenforceable in any respect or (ii) restraining, enjoining or otherwise prohibiting or making illegal the Closing, in each case, that is not stayed by the commencement of the Bankruptcy Case or any Order of the Bankruptcy Court;

(b) the Sale Order, together with any other Order of the Bankruptcy Court required to consummate the transactions contemplated hereby, shall have been entered by the Bankruptcy Court and each such Order (i) is not subject to any stay, (ii) has not been vacated, reversed, or modified in a material matter with respect to Buyer's rights or protections thereunder without Buyer's prior written consent, and (iii) either the time for an appeal of each such Order has expired or each such Order provides for a waiver of the provisions of Rule 6004(h) of the Federal Rules of Bankruptcy Procedure;

(c) subject to the provisions of Section 7.3, the Sale Order shall approve and authorize the assumption and assignment of the Transferred Contracts and the Transferred

Contracts shall have been actually assumed and assigned to Buyer, subject to the payment of applicable Cure Amounts by Buyer;

(d) any applicable waiting period (and any extensions thereof) under the HSR Act shall have expired or been terminated; and

(e) all conditions to the closing of the Sale under the Sale Order other than the Closing, shall have occurred or been waived pursuant to the terms of the Sale Order.

Section 9.4 Frustration of Closing Conditions. Buyer may not rely on the failure of any condition set forth in this Article IX to be satisfied if such failure was caused by Buyer's failure to comply with the terms of this Agreement. Sellers may not rely on the failure of any condition set forth in this Article IX to be satisfied if such failure was caused by Sellers' failure to comply with the terms of this Agreement.

## **ARTICLE X**

### **Termination**

Section 10.1 Termination. Subject to Section 10.2 and Section 10.3, this Agreement may be terminated at any time prior to the Closing Date:

(a) by joint written agreement of Sellers and Buyer;

(b) by either Buyer or Sellers, by written notice to the other, if the Closing has not occurred on or prior to the Outside Closing Date (unless, in each case, the failure to consummate the Closing by such date is due to the failure of the party seeking to terminate this Agreement to have fulfilled any of its obligations under this Agreement);

(c) by either Sellers or Buyer, by written notice to the other, in the event that any Governmental or Regulatory Authority has issued a final, non-appealable Order or ruling or taken any other final, non-appealable action, or any applicable Law has been entered, adopted, enacted or promulgated, in each case permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement that is not stayed by the commencement of the Bankruptcy Case or any order of the Bankruptcy Court;

(d) by Sellers, by written notice to Buyer, (i) in the event that, other than through the failure of Sellers to comply with its obligations under this Agreement, one or more of the conditions to Sellers' obligation to effect the Closing is or becomes impossible to satisfy at any time after the Execution Date and Sellers have not waived such condition(s) or (ii) upon a material breach of a representation, warranty, or covenant on the part of Buyer set forth in this Agreement;

(e) by Buyer, by written notice to Sellers, (i) in the event that, other than through the failure of Buyer to comply with its obligations under this Agreement, one or more of the conditions to Buyer's obligation to effect the Closing is or becomes impossible to satisfy at any time after the Execution Date and Buyer has not waived such condition(s)

or (ii) upon a material breach of a representation, warranty, or covenant on the part of Sellers set forth in this Agreement;

(f) by either Sellers or Buyer, by written notice to the other, pursuant to Section 7.9 (Risk of Loss);

(g) by Buyer, by written notice to Sellers, if (i) the Sale Order entered by the Bankruptcy Court has been (A) vacated or reversed or (B) modified in a manner that is adverse to Buyer in any material respect without Buyer's prior written consent or (ii) Sellers fail to comply in any respect with the Sale Order.

(h) by either Sellers or Buyer, by written notice to the other, if (i) Buyer is not the Successful Bidder or Back-up Bidder at the Auction, (ii) prior to Closing, the Bankruptcy Court enters an order dismissing or converting the Bankruptcy Case to a case under Chapter 7 of the Bankruptcy Code or (iii) the Bankruptcy Court enters an Order denying approval of the Sale Order;

(i) by Buyer, by written notice to Sellers, if, Sellers withdraw the request for authority to sell the Purchased Assets and assume and assign the Transferred Contracts; or

(j) by Buyer, by written notice to Sellers, if Sellers (i) move to voluntarily dismiss the Bankruptcy Case or (ii) move for conversion of the Bankruptcy Case to a case under chapter 7 of the Bankruptcy Code, in each case, unless the effectiveness thereof is to occur after the Closing.

Section 10.2 Expense Reimbursement. Sellers acknowledge and agree that Buyer has expended, and will expend, considerable sums and time to perform due diligence on Sellers and analyze the historical and present operations of Sellers. Accordingly, should Sellers accept a higher or better offer to sell the Purchased Assets, as applicable, to another purchaser ("**Alternative Purchaser**") in an Alternative Transaction, which sale is approved by the Bankruptcy Court in the Bankruptcy Case, then in the event of the termination of this Agreement by Sellers in accordance with Section 10.1(h)(i), Sellers agree that Buyer shall be entitled to receive solely from the proceeds of such Alternative Transaction an amount equal to Buyer's reasonable documented out of pocket expenses, not to exceed one percent (1%) of the Purchase Price, incurred in connection with the Sale Process, as a an expense reimbursement to Buyer for the value of its time, costs, and expenses incurred in connection with the Sale Process (the "**Expense Reimbursement**"). Any sums becoming payable to Buyer pursuant to this Section 10.2 shall be paid to Buyer simultaneously with and solely from the closing of any such Alternative Transaction to any such Alternative Purchaser approved in the Bankruptcy Case or, if applicable, when the earnest deposit on such Alternative Transaction is forfeited.

Section 10.3 Effect of Termination. Subject to Section 10.2, in the event of the termination of this Agreement in accordance with Section 10.1, this Agreement will thereafter become void and have no effect, and no party hereto will have any liability to the other party hereto or their respective Affiliates, directors, officers or employees, except for the obligations of the parties hereto contained in Section 10.2, this Section 10.3, in Article XII and in Section 7.6; [provided, however, that (a) if this Agreement is validly terminated by Sellers prior to Closing

pursuant to Section 10.1(d)(ii) or pursuant to Section 10.1(b) at a time when Sellers could have terminated pursuant to Section 10.1(d)(ii), the Escrow Agent shall, immediately following the termination of this Agreement, distribute the Earnest Deposit to Sellers and Sellers shall be entitled to retain the Earnest Deposit and (b) if this Agreement is validly terminated by Sellers or Buyer prior to Closing for any reason other than by Sellers pursuant to Section 10.1(d)(ii) or pursuant to Section 10.1(b) at a time when Sellers could have terminated pursuant to Section 10.1(d)(ii), the Escrow Agent shall, within two (2) Business Days of such termination and without the requirement of any approval by the Bankruptcy Court, return the Earnest Deposit to Buyer and such return of the Earnest Deposit to Buyer shall be Buyer's sole and exclusive remedy as a result of such termination.]

## ARTICLE XI

### Bankruptcy Matters

Section 11.1 Bankruptcy Case. On the Petition Date, Sellers filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code, which cases are jointly administered under Case No. [26-10978] (the "**Bankruptcy Case**") in the United States Bankruptcy Court for the Eastern District of California, Fresno Division (the "**Bankruptcy Court**") as of the Execution Date.

Section 11.2 Bankruptcy Court Approvals.

(a) Sellers and Buyer acknowledge that this Agreement is subject to approval by the Bankruptcy Court by entry of the Sale Order.

(b) If Buyer is selected as the Successful Bidder pursuant to the Sale Order, a list of the Transferred Contracts shall be attached to the Sale Order.

(c) If the Sale Order or any other Orders of the Bankruptcy Court relating to the transactions contemplated by this Agreement shall be appealed by any Person (or if any petition for certiorari or motion for reconsideration, amendment, clarification, modification, vacation, stay, rehearing or re-argument shall be filed with respect to the Sale Order or other such Order), subject to rights otherwise arising from this Agreement, including each party's respective right to terminate this Agreement pursuant to Section 10.1, Sellers and Buyer shall use their commercially reasonable efforts to oppose such appeal, petition or motion and obtain an expedited resolution of any such appeal, petition or motion.

(d) Buyer and Sellers agree that from and after the date that the Auction is declared closed by Sellers, Sellers will not, directly or indirectly, and will not direct any of its Affiliates or Representatives (or Representatives of any of its Affiliates) to initiate contact with, or solicit or knowingly encourage submission of any inquiries, proposals or offers by, any Person with respect to an Alternative Transaction or otherwise facilitate any effort or attempt to make a proposal or offer to Sellers or any of their Affiliates or Representatives (or Representatives of any of its Affiliates) with respect to an Alternative Transaction. For the avoidance of doubt, Sellers will not, and will not direct any of their Affiliates or Representatives (or Representatives of any of its Affiliates) to, pursue or agree

to any Alternative Transaction other than as expressly permitted by and in accordance with the Bidding Procedures Order; provided that Sellers may, consistent with their duties as a debtor-in-possession, respond to any inquiries or offers to purchase all or any part of the Purchased Assets and perform any and all other acts related thereto that are required under the Bankruptcy Code or other applicable law, including, supplying information relating to the Purchased Assets to prospective purchasers, notwithstanding any provisions of Section 7.6 hereof to the contrary.

Section 11.3 Further Filings and Assurances.

(a) Buyer agrees that it will promptly take such actions as are reasonably requested by Sellers to assist in obtaining entry of the Sale Order and a finding of adequate assurance of future performance by Buyer, 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 Buyer under the Transferred Contracts and demonstrating that Buyer is a “good faith” Buyer under Section 363(m) of the Bankruptcy Code.

(b) In the event the entry of the Sale Order shall be appealed, each party shall use its respective commercially reasonable efforts to defend against such appeal, provided however, that nothing herein shall alter, amend or modify the conditions to Closing set forth in Section 9.3(b) hereof.

Section 11.4 Notice of Sale. Notice of the sale of Purchased Assets contemplated in this Agreement shall be served in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules of the Bankruptcy Court and the Bidding Procedures Order.

Section 11.5 Free and Clear. The transfer of the Purchased Assets shall vest Buyer with all right, title, and interest of Sellers in the Purchased Assets free and clear of any and all Liens, Liabilities and other Interests (other than Permitted Encumbrances and Assumed Liabilities) pursuant to Sections 363(f) and 1123(a)(4) of the Bankruptcy Code, whether arising by statute or otherwise and whether arising before or after the commencement of the Bankruptcy Case, whether known or unknown, including Interests of or asserted by any of the creditors, vendors, employees, suppliers, or lessors of Sellers or any other third party; provided that any and all such Liens, Liabilities and other Interests shall attach to the net proceeds of the Purchase Price, with the same priority, validity, force, and effect as they now have against the Purchased Assets. Buyer shall not be liable for any liability for any Lien, Liability or other Interest, other than the Assumed Liabilities and Permitted Encumbrances.

## ARTICLE XII

### Miscellaneous

Section 12.1 Survival. Section 3.4, Section 4.3, Section 4.4, Section 6.3, Section 7.3, Section 7.4, Section 7.6, and Section 7.8, which by their terms are to be performed in whole or in part, or which prohibit actions, subsequent to the Closing shall, solely to the extent such covenants

and agreements are to be performed, or prohibit actions, subsequent to the Closing, survive in accordance with their terms, and all other covenants and agreements contained herein, and all representations and warranties contained herein or in any certificated deliveries hereunder, in each case shall not survive the Closing and shall thereupon terminate and be of no further force or effect, including any actions for damages in respect of any breach or inaccuracy thereof.

Section 12.2 Governing Law and Jurisdiction. Except to the extent governed by the Bankruptcy Code, this Agreement will be governed by and be construed in accordance with the Laws of the State of California, without regard however to the conflicts of laws principles thereof. Without limiting any party's right to appeal any Order of the Bankruptcy Court, (a) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes that may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (b) any and all legal proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereto hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations pursuant to Section 12.3 hereto. To the extent not prohibited by applicable Law or Bankruptcy Court rule, each party hereby waives and agrees not to assert, by way of motion, as a defense or otherwise in any such proceeding, any claim (i) that it is not subject to the jurisdiction of the Bankruptcy Court, (ii) that the proceeding is brought in an inconvenient forum, (iii) that it is immune from any legal process with respect to itself or its property, (iv) that the venue of the proceeding is improper or (v) that this Agreement or the subject matter hereof or thereof may not be enforced in or by such court. Each of the parties hereto hereby (a) irrevocably submits with regard to any such legal proceeding to the exclusive personal jurisdiction of the Bankruptcy Court in the event any dispute arises out of this Agreement or any transaction contemplated hereby, (b) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from the Bankruptcy Court or that such action is brought in an inconvenient forum and (c) agrees that it shall not bring any action relating to this Agreement or any transaction contemplated hereby in any court other than the Bankruptcy Court. The parties waive personal service of any and all process on each of them and consent that all such service of process shall be made in the manner, to the party and at the address set forth in Section 12.3 of this Agreement, and service so made shall be complete as stated in such Section 12.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.

Section 12.3 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a pdf (portable document format) document (with confirmation of transmission) if successfully transmitted prior to 5:00 pm (Eastern Time) on any Business Day, and on the next Business Day if successfully transmitted after such time or on a non-Business Day or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 12.3):

(1) If to Sellers, to:

- 
- 
- 
- Attention:
- Facsimile:
- Email:

and an additional copy (which will not constitute notice to Sellers) to:

- 
- 
- 
- Attention:
- Facsimile:
- Email:
- 

(2) If to Buyer to:

- 
- 
- 
- Attention:
- Facsimile:
- Email:

and an additional copy (which will not constitute notice to Buyer) to:

- 
- 
- 
- Attention:
- Facsimile:
- Email:

Section 12.4 Amendments and Waivers.

(a) This Agreement may be amended, superseded, canceled, renewed, or extended, and the terms hereof may be waived, only by a written instrument signed by the parties hereto or, in the case of a waiver, by the party against whom the waiver is to be effective. Neither the failure nor any delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right,

power or privilege. To the maximum extent permitted by applicable Law (i) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party, (ii) no waiver that may be given by a party will be applicable except in the specific instance for which it is given, and (iii) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

(b) A failure or omission of any party to insist, in any instance, upon strict performance by another party of any term or provision of this Agreement or to exercise any of its rights hereunder will not be deemed a modification of any term or provision hereof or a waiver or relinquishment of the future performance of any such term or provision by such party, nor will such failure or omission constitute a waiver of the right of such party to insist upon future performance by another party of any such term or provision or any other term or provision of this Agreement.

**Section 12.5 Entire Agreement.** This Agreement, together with the Seller Disclosure Schedules, the Buyer Disclosure Schedules, all Exhibits and Schedules hereto and the documents, agreements, certificates and instruments referred to herein and therein, including the Related Agreements and related Orders, including the Sale Order, constitutes the entire agreement between the parties hereto and with respect to the subject matter hereof and supersedes all prior representations, warranties, agreements, and understandings, oral or written, with respect to such matters and other than any written agreement of the parties that expressly provides that it is not superseded by this Agreement.

**Section 12.6 Headings: Interpretation.** The headings in this Agreement are intended solely for convenience of reference and will be given no effect in the construction or interpretation of this Agreement. Unless the context otherwise requires, the singular includes the plural, and the plural includes the singular.

**Section 12.7 No Assignment: Binding Effect.** This Agreement is not assignable by any party without the prior written consent of the other party. Notwithstanding the foregoing, Buyer may, without the prior written consent of Sellers, assign this Agreement or all or any portion of Buyer's rights, interests and obligations hereunder to any of its Affiliates upon notice given to Sellers at least three (3) Business Days prior to the Closing, provided however, that in no event will such an assignment release Buyer from its obligations hereunder. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**Section 12.8 Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any electronic signature, including via portable document format (pdf) or DocuSign, attached hereto will be deemed to be an original and will have the same force and effect as an original signature.

Section 12.9 Incorporation by Reference. The Seller Disclosure Schedules, the Buyer Disclosure Schedules and other Schedules and Exhibits and the documents referenced therein constitute integral parts of this Agreement and are hereby incorporated by reference herein.

Section 12.10 Time of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

Section 12.11 Specific Performance. Each party hereby acknowledges and agrees that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by a party in accordance with their specific terms or were otherwise breached by a party. Notwithstanding anything to the contrary herein, if any party violates or refuses to perform any covenant or agreement made by such party herein, without limiting or waiving in any respect any rights or remedies of a party under this Agreement now or hereafter existing at law, in equity or by statute, the non-breaching party or parties shall, in addition to any other remedy to which a party is entitled at law or in equity, be entitled to specific performance of such covenant or agreement or seek any other equitable relief, in each case without the proof of actual damages. Each party agrees to waive any requirement for the security or posting of any bond in connection with any such equitable remedy, and agrees that it will not oppose the granting of an injunction, specific performance or other equitable relief on the basis that (a) the other party has an adequate remedy at law, or (b) an award of specific performance is not an appropriate remedy for any reason at law or equity.

Section 12.12 No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of the parties hereto and their respective successors and permitted assigns, and it is not the intention of the parties hereto to confer third party beneficiary rights upon any other Person.

Section 12.13 Expenses. Whether or not the transactions contemplated hereby are consummated, each party hereto will pay its own costs and expenses incurred in connection with the negotiation, execution and closing of this Agreement and the Related Agreements and the transactions contemplated hereby and thereby provided. In the event of termination of this Agreement, the obligation of each party to pay its own expenses will be subject to any rights of such party arising from a breach of this Agreement by another party. Notwithstanding the foregoing, (a) Buyer will pay the cost of any title policy and all endorsements thereto that Buyer elects to obtain and (b) Buyer will pay the cost of all document recordation costs and all Transfer Taxes not determined to be exempt in accordance with Section 1146 of the Bankruptcy Code arising by reason of the transactions contemplated by this Agreement to the extent the transaction contemplated herein are determined not to be exempt from such costs.<sup>12</sup>

Section 12.14 Severability. If any term or other provision of this Agreement is illegal, invalid or unenforceable under any Law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision contained herein is, to any extent, invalid or unenforceable in any respect under the Laws

---

<sup>12</sup> NTD: Parties to discuss HSR filing fees.

governing this Agreement, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 12.15 Public Announcements. Prior to the Closing, unless otherwise required by applicable Law, the Bankruptcy Court or by obligations of Buyer or Sellers or their respective Affiliates pursuant to any listing agreement with or rules of any securities exchange, Buyer, on the one hand, and Sellers, on the other hand, shall consult with each other before issuing any press release or otherwise making any public statement with respect to this Agreement or the transactions contemplated hereby and shall not issue any such release or make any such statement without the prior written consent of the other (such consent not to be unreasonably withheld, conditioned or delayed). From and after the Closing, the parties hereto may make public statements with respect to this Agreement or the transactions contemplated hereby so long as such announcements do not disclose the specific terms or conditions of this Agreement, except where such terms and conditions have already been disclosed as required by Law or by obligations of Buyer or Sellers or their respective Affiliates pursuant to any listing agreement with or rules of any securities exchange or the Bankruptcy Court; provided, that the issuing party shall use its commercially reasonable efforts to consult with the other party with respect to the text thereof to the extent practicable.

[Signature Page to Follow]

**IN WITNESS WHEREOF**, the parties, intending legally to be bound, have caused this Agreement to be duly executed as of the day and year first herein above written.

**BUYER:**

[•]

By: \_\_\_\_\_

Name:

Title:

**SELLERS:**

**HRONIS CAPITAL ASSETS, LP**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS CAPITAL MANAGEMENT, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS CITRUS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS FARMING, LP**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS FRUIT COMPANY LLC**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS LAND COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS RANCH, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS RESOURCE MANAGEMENT, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**THE HRONIS FAMILY LIMITED  
PARTNERSHIP**

By: \_\_\_\_\_  
Name:  
Title:

DRAFT

**EXHIBIT A****ASSUMPTION AGREEMENT**

This Assumption Agreement (this “**Agreement**”), made as of [●], 2026, by and among Hronis Capital Assets, LP, a California limited partnership (“**Hronis Capital Assets**”), Hronis Capital Management, LLC, a California limited liability company (“**Hronis Capital Management**”), Hronis Citrus, LLC, a California limited liability company (“**Hronis Citrus**”), Hronis Farming, LP, a California limited partnership (“**Hronis Farming**”), Hronis Fruit Company LLC, a California limited liability company (“**Hronis Fruit Company**”), Hronis, Inc., a California corporation (“**Hronis, Inc.**”), Hronis Land Company, a California general partnership (“**Hronis Land Company**”), Hronis Ranch, LLC, a California limited liability company (“**Hronis Ranch**”), Hronis Resource Management, LLC, a California limited liability company (“**Hronis Resource Management**”), and The Hronis Family Limited Partnership, a California limited partnership (“**The Hronis Family Limited Partnership**” and, together with Hronis Capital Assets, Hronis Capital Management, Hronis Citrus, Hronis Farming, Hronis Fruit Company, Hronis, Inc., Hronis Land Company, Hronis Ranch, and Hronis Resource Management, each, an “**Assignor**”, and collectively, “**Assignors**”), and [●], a Delaware limited liability company (“**Assignee**”), is being executed pursuant to that certain Asset Purchase Agreement, dated [●], 2026, by and among Assignor and Assignee (as amended, restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”) (capitalized terms not otherwise defined herein will have the meanings ascribed thereto in the Purchase Agreement).

FOR VALUE RECEIVED, Assignors hereby sell, convey, assign, transfer and deliver to Assignee all of their right, title and interest in and to the Assumed Liabilities and Assignee hereby accepts such assignment and hereby assumes and agrees to pay, perform and discharge when due the Assumed Liabilities.

1. Assignee covenants and agrees with Assignors, their successors and permitted assigns, that Assignee will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered any and all such further acts, instruments, papers and documents, and will give such further assurances, as may be necessary, proper or convenient to carry out and effectuate the intent and purposes of this Agreement.

2. This Agreement will inure to the benefit of Assignors, their successors and assigns, and will bind Assignee and its successors and assigns.

3. This Agreement will be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of California applicable to contracts made and to be performed within that state.

4. If any term or provision of this Agreement will, to any extent or for any reason, be held to be invalid or unenforceable, the remainder of this Agreement will not be affected thereby and will be construed as if such invalid or unenforceable provision had never been contained herein or been applicable in such circumstances.

5. This Agreement incorporates by reference all terms, conditions and limitations contained in the Purchase Agreement. The parties acknowledge and agree that the representations, warranties, covenants, and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties, intending legally to be bound, have caused this Assumption Agreement to be duly executed as of the day and year first herein above written.

**ASSIGNEE:**

[•]

By: \_\_\_\_\_

Name:

Title:

**ASSIGNORS:**

**HRONIS CAPITAL ASSETS, LP**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS CAPITAL MANAGEMENT, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS CITRUS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS FARMING, LP**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS FRUIT COMPANY LLC**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS LAND COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS RANCH, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS RESOURCE MANAGEMENT, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**THE HRONIS FAMILY LIMITED  
PARTNERSHIP**

By: \_\_\_\_\_  
Name:  
Title:

DRAFT

**EXHIBIT B****GENERAL ASSIGNMENT**

KNOW ALL MEN BY THESE PRESENTS, That:

WHEREAS, Hronis Capital Assets, LP, a California limited partnership (“**Hronis Capital Assets**”), Hronis Capital Management, LLC, a California limited liability company (“**Hronis Capital Management**”), Hronis Citrus, LLC, a California limited liability company (“**Hronis Citrus**”), Hronis Farming, LP, a California limited partnership (“**Hronis Farming**”), Hronis Fruit Company LLC, a California limited liability company (“**Hronis Fruit Company**”), Hronis, Inc., a California corporation (“**Hronis, Inc.**”), Hronis Land Company, a California general partnership (“**Hronis Land Company**”), Hronis Ranch, LLC, a California limited liability company (“**Hronis Ranch**”) Hronis Resource Management, LLC, a California limited liability company (“**Hronis Resource Management**”), and The Hronis Family Limited Partnership, a California limited partnership (“**The Hronis Family Limited Partnership**” and, together with Hronis Capital Assets, Hronis Capital Management, Hronis Citrus, Hronis Farming, Hronis Fruit Company, Hronis, Inc., Hronis Land Company, Hronis Ranch, and Hronis Resource Management, each, a “**Seller**”, and collectively, “**Sellers**”) and [REDACTED], a Delaware limited liability company (“**Buyer**”), have entered into that certain Asset Purchase Agreement, dated [REDACTED], 2026 (as amended, restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”), whereby Sellers have agreed to sell, assign and transfer to Buyer the Purchased Assets (as defined in the Purchase Agreement) in accordance with the terms and provisions of the Purchase Agreement (capitalized terms not otherwise defined herein will have the meanings ascribed thereto in the Purchase Agreement).

NOW THEREFORE, in consideration of the mutual premises contained herein and in the Purchase Agreement, the receipt and adequacy of which are hereby acknowledged, Sellers hereby agree as follows:

1. Sellers, pursuant to the terms and conditions of the Purchase Agreement, hereby sell, assign, transfer, convey, set over, and deliver to Buyer to have and to hold forever, all of Sellers’ right, title, and interest in the Purchased Assets, as, at, and from the Effective Time.
2. Sellers covenant and agree with Buyer and its successors and assigns that Sellers will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered any and all such further acts, instruments, papers and documents, and will give such further assurances, as may be necessary, proper or convenient to carry out and effectuate the intent and purposes of this General Assignment, in each case, without any additional consideration to Sellers.
3. This General Assignment will inure to the benefit of Buyer, its successors and permitted assigns, and will bind Sellers and their successors and permitted assigns.
4. This General Assignment will be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of California applicable to contracts made and to be performed within that state.

5. If any term or provision of this General Assignment will, to any extent or for any reason, be held to be invalid or unenforceable, the remainder of this General Assignment will not be affected thereby and will be construed as if such invalid or unenforceable provision had never been contained herein or been applicable in such circumstances.

6. This General Assignment incorporates by reference all terms, conditions and limitations contained in the Purchase Agreement. The parties acknowledge and agree that the representations, warranties, covenants, and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of this General Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties, intending legally to be bound, have caused this General Assignment to be duly executed as of the day and year first herein above written.

**BUYER:**

[•]

By: \_\_\_\_\_

Name:

Title:

**SELLERS:**

**HRONIS CAPITAL ASSETS, LP**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS CAPITAL MANAGEMENT, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS CITRUS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS FARMING, LP**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS FRUIT COMPANY LLC**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS LAND COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS RANCH, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS RESOURCE MANAGEMENT, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**THE HRONIS FAMILY LIMITED  
PARTNERSHIP**

By: \_\_\_\_\_  
Name:  
Title:

DRAFT

**EXHIBIT C****INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement (this “**Assignment**”), made as of [●], 2026, by and among Hronis Capital Assets, LP, a California limited partnership (“**Hronis Capital Assets**”), Hronis Capital Management, LLC, a California limited liability company (“**Hronis Capital Management**”), Hronis Citrus, LLC, a California limited liability company (“**Hronis Citrus**”), Hronis Farming, LP, a California limited partnership (“**Hronis Farming**”), Hronis Fruit Company LLC, a California limited liability company (“**Hronis Fruit Company**”), Hronis, Inc., a California corporation (“**Hronis, Inc.**”), Hronis Land Company, a California general partnership (“**Hronis Land Company**”), Hronis Ranch, LLC, a California limited liability company (“**Hronis Ranch**”) Hronis Resource Management, LLC, a California limited liability company (“**Hronis Resource Management**”), and The Hronis Family Limited Partnership, a California limited partnership (“**The Hronis Family Limited Partnership**” and, together with Hronis Capital Assets, Hronis Capital Management, Hronis Citrus, Hronis Farming, Hronis Fruit Company, Hronis, Inc., Hronis Land Company, Hronis Ranch, and Hronis Resource Management, each, an “**Assignor**”, and collectively, “**Assignors**”), and [●], a Delaware limited liability company (“**Assignee**”), is being executed pursuant to that certain Asset Purchase Agreement, dated [●], 2026, by and among Assignor and Assignee (as amended, restated, supplemented or otherwise modified from time to time, the “**Purchase Agreement**”) (capitalized terms not otherwise defined herein will have the meanings ascribed thereto in the Purchase Agreement).

WHEREAS, under the terms of the Purchase Agreement, Assignors have conveyed, transferred, and assigned to Assignee, among other assets, certain Intellectual Property of Assignors, and have agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, in consideration of the mutual premises contained herein and in the Purchase Agreement, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignors hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignors’ right, title, and interest in and to the Purchased Intellectual Property, which includes but is not limited to the following:

(a) The patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) The trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the Business connected with the use of, and symbolized by, the Trademarks;

(c) All rights of any kind whatsoever of Assignors accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) Any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Assignors hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this Assignment upon request by Assignee. Following the date hereof, Assignors shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Purchased Intellectual Property to Assignee, or any assignee or successor thereto.

3. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Purchased Intellectual Property. The parties further acknowledge and agree that the representations, warranties, covenants, and agreements contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

5. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Assignment will be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of California applicable to contracts made and to be performed within that state.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties, intending legally to be bound, have caused this Intellectual Property Assignment Agreement to be duly executed as of the day and year first herein above written.

**BUYER:**

A redacted signature consisting of a small black square with a white dot in the center.

By: \_\_\_\_\_

Name:

Title:

**SELLERS:**

**HRONIS CAPITAL ASSETS, LP**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS CAPITAL MANAGEMENT, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS CITRUS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS FARMING, LP**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS FRUIT COMPANY LLC**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS LAND COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS RANCH, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**HRONIS RESOURCE MANAGEMENT, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**THE HRONIS FAMILY LIMITED  
PARTNERSHIP**

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE 1**  
**ASSIGNED PATENTS AND PATENT APPLICATIONS**

**Patents**

Title	Jurisdiction	Patent Number	Issue Date

**Patent Applications**

Title	Jurisdiction	Application/ Publication Number	Filing Date

**SCHEDULE 2**

**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>

**Trademark Applications**

<b>Mark</b>	<b>Jurisdiction</b>	<b>ITU Status</b>	<b>Application Serial Number</b>	<b>Filing Date</b>

**EXHIBIT D**

**SCHEDULE OF ASSUMED EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

[To Be Provided]