IN THE UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION

§	
§	Chapter 11
§	
§	
§	Case No. 25-90017 (ARP)
§	
§	(Jointly Administered)
§	,

NOTICE OF CANCELLATION OF AUCTION AND DESIGNATION OF STALKING HORSE BID AS THE SUCCESSFUL BID

PLEASE TAKE NOTICE that, on March 3, 2025, the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") filed the Debtors' Emergency Motion for Entry of Orders (I) Approving Bidding Procedures; (II) Authorizing the Debtors to (A) Select One or More Stalking Horse Bidders, and (B) To Offer Bid Protections to Such Stalking Horse Bidders; (III) Scheduling an Auction and a Sale Hearing; (IV) Approving the Form and Manner of Notice Thereof; (V) Approving Assumption and Assignment Procedures for Executory Contracts and Unexpired Leases; and (VI) Granting Related Relief [Docket No. 71] (the "Bidding Procedures Motion").

PLEASE TAKE FURTHER NOTICE that, on March 19, 2025, the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Court") entered the Order (I) Approving Bidding Procedures; (II) Authorizing the Debtors to Select Stalking Horse Bidder(s) and Approving Bidding Protections for Such Stalking Horse Bidder(s); (III) Scheduling an Auction and a Sale Hearing; (IV) Approving the Form and Manner of Notice Thereof; (V) Approving Assumption and Assignment Procedures for Executory Contracts and Unexpired Leases; and (VI) Granting Related Relief [Docket No. 122] (the "Bidding Procedures Order").²

PLEASE TAKE FURTHER NOTICE that, in accordance with the Bidding Procedures Order and the Bidding Procedures Stipulation and Agreed Order, on April 9, 2025, the Debtors filed the *Notice of Filing of Debtors' Stalking Horse Designation* [Docket No. 185] (the "Stalking Horse Notice"), designating TYFCO, LLC ("TYFCO") as the stalking horse bidder (the "Stalking Horse Bidder," and the bid submitted by TYFCO, the "Stalking Horse Bid") for substantially all of the Debtors' assets (the "Assets") pursuant to and as set forth in the Asset Purchase Agreement

The Debtors in these chapter 11 cases and the last four digits of their federal tax identification numbers are as follows: TreeSap Farms, LLC (5183); TSH Opco, LLC (4697); TSV Opco, LLC (5418); TSV Reco, LLC (4953); and TreeSap Florida, LLC (5331). The location of the Debtors' principal place of business and the Debtors' service address in these chapter 11 cases is TreeSap Farms, LLC, 5151 Mitchelldale St., Suite B-2, Houston, TX 77292-5279.

² Capitalized terms used, but not otherwise defined herein, have the meaning assigned in the Bidding Procedures Order or the Bidding Procedures Motion, as applicable.

among TYFCO, as buyer, and the Debtors, as sellers, dated April 9, 2025 (the "<u>Stalking Horse APA</u>").

PLEASE TAKE FURTHER NOTICE that, on April 15, 2025, the Debtors filed the Notice of Filing of Amended Stalking Horse Asset Purchase Agreement [Docket No. 214] (the "A&R Stalking Horse APA Notice"), providing parties-in-interest notice that the Debtors and the Stalking Horse Bidder had entered into an Amended and Restated Asset Purchase Agreement (the "A&R Stalking Horse APA"), along with some background on the changes made as between the A&R Stalking Horse APA and the Stalking Horse APA. A true and correct copy of the A&R Stalking Horse APA was attached to the A&R Stalking Horse APA Notice as Exhibit 1, and a redline reflect the changes between the A&R Stalking Horse APA and the Stalking Horse APA was attached to the A&R Stalking Horse APA Notice as Exhibit 2.

PLEASE TAKE FURTHER NOTICE that, on April 25, 2025, the Debtors filed the *Notice of Filing of Second Amended and Restated Stalking Horse Asset Purchase Agreement* [Docket No. 242] (the "Second A&R Stalking Horse APA Notice"), providing parties-in-interest notice that the Debtors and the Stalking Horse Bidder had entered into a Second Amended and Restated Asset Purchase Agreement (the "Second A&R Stalking Horse APA") which notice also included a summary of certain material improvements to the Stalking Horse Bid. A true and correct copy of the Second A&R Stalking Horse APA was attached to the Second A&R Stalking Horse APA as Exhibit 1, and a redline reflecting the changes between the Second A&R Stalking Horse APA and the A&R Stalking Horse APA was attached to the Second A&R Stalking Horse APA Notice as Exhibit 2.

Under the Bidding Procedures, the deadline for interested parties to submit Bids was April 24, 2025, at 4:00 p.m. (prevailing Central Time) (the "Bid Deadline"). Bidding Procedures Order, ¶ 1. The Bidding Procedures Order further provide that the "Debtors are authorized, but not directed, to hold the Auction, in the exercise of their business judgment, if one or more Qualified Bids is received." *Id.* at ¶ F. The Bidding Procedures provide that "[i]f no Qualified Bids, other than a Stalking Horse Bid, are received by the Bid Deadline, then the Auction will not occur, and the applicable Stalking Horse Bidder(s) shall be deemed the Successful Bidder" Bidding Procedures, p. 14.

The Debtors in the exercise of their business judgment and in consultation with the Consultation Parties, have determined that no Qualified Bids, except the Stalking Horse Bid, have been submitted. Accordingly, the Debtors are cancelling the Auction and designating the Stalking Horse Bid as the Successful Bid. A copy of the Second A&R Stalking Horse APA is attached hereto as **Exhibit A**.

Pursuant to the Bidding Procedures Order, the Debtors will seek approval of the Sale to the Stalking Horse Bidder, pursuant to the terms of the Second A&R Stalking Horse APA, at the Sale Hearing scheduled to be held before the Honorable United States Bankruptcy Judge Alfredo R. Pérez on May 12, 2025, at 1:00 p.m. (prevailing Central Time).

You may attend the Sale Hearing either in person or by audio/video communication. Audio communication will be by use of the Court's dial-in-facility. You may access the facility at (832)

917-1510. Once connected, you will be asked to enter the conference room number. Judge Pérez's conference room number is 282694.

Video communication will be by the use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Pérez's home page. The meeting code is "JudgePerez". Click the settings icon in the upper right corner and enter your name under the personal information setting.

Hearing appearances must be made electronically in advance of the hearing. To make your electronic appearance, click the "Electronic Appearance" link on Judge Pérez's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.

All documents filed in the Chapter 11 Cases, including the Bidding Procedures Order, and other relevant case information are available free of charge on the following website maintained by the Debtors' claims, balloting, and noticing agent, Donlin, Recano & Company, LLC, in connection with the Chapter 11 Cases: https://www.donlinrecano.com/tsf. Copies of any pleadings or papers filed with the Court may also be obtained by visiting the Court's website at https://ecf.txsb.uscourts.gov in accordance with the procedures and fees set forth therein.

[Remainder of this page left intentionally blank.]

Dated: April 25, 2025 Houston, Texas Respectfully submitted,

/s/ Timothy A. ("Tad") Davidson II

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Counsel to the Debtors and Debtors in Possession

Certificate of Service

I certify that on April 25, 2025, a true and correct copy of the foregoing document was served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas on those parties registered to receive electronic notices.

/s/ Timothy A. ("Tad") Davidson II

Timothy A. ("Tad") Davidson II

Exhibit A

(Second Amended and Restated Stalking Horse Asset Purchase Agreement)

SECOND AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

AMONG

TYFCO LLC,

as Buyer,

AND

TREESAP FARMS, LLC,

TSH OPCO, LLC,

TSV OPCO, LLC,

TSV RECO, LLC,

and

TREESAP FLORIDA, LLC,

Debtors-in-Possession,

as Sellers

Dated as of April 24, 2025

TABLE OF CONTENTS

		Page
1.	Definitions	1
1.1	Defined Terms.	1
1.2	Interpretation	10
2.	Transfer of Assets.	11
2.1	Purchase and Sale of Assets	11
2.2	Excluded Assets.	12
3.	Consideration.	13
3.1	Deposit; Purchase Price.	13
3.2	Assumed Liabilities and Cure Claims	14
3.3	Excluded Liabilities.	15
3.4	Tax Allocation of the Purchase Price	15
3.5	Sellers' Release of Buyer and the Saperstein Released Parties	15
4.	Closing Transactions	15
4.1	Closing; Closing Date.	15
4.2	Sellers' Deliveries to Buyer at Closing	16
4.3	Buyer's Deliveries to Sellers at Closing.	17
4.4	Prorations.	17
4.5	Transfer Taxes.	18
4.6	Possession.	18
5.	Conditions Precedent to Closing.	18
5.1	Conditions to Sellers' Obligations.	18
5.2	Conditions to Buyer's Obligations	18
5.3	Frustration of Closing Conditions	20
6.	Termination.	20
6.1	Means of Termination.	20
6.2	Procedure Upon Termination	21
6.3	Effect of Termination.	22
7.	Sellers' Representations and Warranties.	22
7.1	Organization and Qualification.	22
7.2	Due Authorization.	22
7.3	No Conflict	22
7.4	Taxes.	23

7	7.5	Brokers	23
8.		Buyer's Representations and Warranties.	23
8	3.1	Organization and Qualification.	23
8	3.2	Due Authorization.	23
8	3.3	Ability to Close and Perform.	24
8	3.4	Solvency	24
8	3.5	Brokers	24
9.		"AS IS" "WHERE IS" TRANSACTION	24
10.		Conduct and Transactions Prior to Closing.	25
1	0.1	Access to Records and Properties of Sellers	25
1	0.2	2 Operation of Business Pending Closing.	25
1	0.3	3 Bankruptcy Court Matters	25
1	0.4	4 Waiver of Bulk Sales Laws	26
1	0.5	5 Non-Recourse.	26
1	0.6	6 Pre-And Post-Bankruptcy Cooperation.	26
1	0.7	7 Assumed Contracts	27
1	0.8	8 Casualty Loss Prior to Closing	27
1	0.9	Pay-Off Letters	27
11.		Employment and Labor Matters.	27
1	1.1	l Employees	27
1	1.2	2 Employee Benefits	28
1	1.3	3 Transfer of Employee Records.	29
1	1.4	4 I-9 Forms and Employment Verification Responsibilities.	29
12.		Post-Closing Matters	29
1	12.1	1 Use of Names	29
1	12.2	2 Transition Services	30
1	2.3	3 KERP/KEIP Motion	30
13.		Miscellaneous.	30
1	3.1	l Reasonable Access to Records	30
1	13.2	2 Notices	30
1	13.3	3 Entire Agreement	31
1	13.4	4 Modification	31
1	13.5	5 Closing Date	31
1	13.6	6 Captions	31

Case 25-90017 Document 243 Filed in TXSB on 04/25/25 Page 9 of 181

13.7	Further Assurances	31
13.8	Waiver	31
13.9	Payment of Fees and Expenses.	32
13.10	Survival	32
13.11	Assignments	32
	Binding Effect.	
13.13	Applicable Law.	32
13.14	Good Faith.	32
13.15	Construction.	32
13.16	Counterparts	32
13.17	Time is of the Essence.	32
13.18	BANKRUPTCY COURT JURISDICTION	32

SCHEDULES

Schedule 1.1.12	Assumed Contracts
Schedule 1.1.14	Assumed Permits
Schedule 1.1.106	Titled Vehicles and Trailers
Schedule 2.1.1	Owned Real Property
Schedule 2.1.2	Leased Real Property
Schedule 2.2.2	Specified Excluded Assets
Schedule 3.2.5	Specified Assumed Liabilities
Schedule 3.3	Specified Excluded Liabilities
Schedule 7.1	Foreign Qualifications
Schedule 7.4	Taxes

EXHIBITS

Exhibit A	Form of Bill of Sale
Exhibit B	Form of Assignment and Assumption Agreement
Exhibit C	Form of Special Warranty Deed - California
Exhibit D	Form of Special Warranty Deed - Florida
Exhibit E	Form of Special Warranty Deed – Texas
Exhibit F	Form of Lease Assignment

SECOND AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

This SECOND AMENDED AND RESTATED ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of this 24th day of April, 2025 (the "Effective Date"), by and among (i) TYFCO LLC, a Delaware limited liability company (including all designee(s), assignee(s), or nominee(s) of TYFCO LLC (if any), collectively, "Buyer"), and each of (ii) TreeSap Farms, LLC, a Texas limited liability company, (iii) TSH Opco, LLC, a California limited liability company, (iv) TSV Opco, LLC, a California limited liability company, and (vi) TreeSap Florida, LLC, a Texas limited liability company (collectively, "Sellers" and each a "Seller"). Buyer and Sellers may each, individually, be hereinafter referred to as a "Party" and, collectively as the "Parties".

RECITALS:

WHEREAS, Sellers are engaged in the business of growing and supplying container and field grown trees and plants to retail stores and the wholesale landscape trade throughout the United States (the "Business");

WHEREAS, on February 24, 2025 (the "Petition Date"), Sellers filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the "Bankruptcy Court") captioned In re: TreeSap Farms, LLC., et al., Case No. 25-90017 (collectively, the "Bankruptcy Cases"); and

WHEREAS, Buyer wishes to purchase and assume from Sellers, and Sellers wish to sell, transfer and assign to Buyer, all of the Acquired Assets and the Assumed Liabilities in accordance with this Agreement and in accordance with and subject to the Approval Order, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the respective representations, warranties, covenants, and agreements of the Parties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Buyer and Sellers hereby agree as follows:

1. <u>Definitions</u>.

- 1.1 <u>Defined Terms</u>. As used in this Agreement, terms defined in the Preamble, Recitals and other Sections of this Agreement shall have the meaning set forth therein, and the following terms shall have the meaning herein specified, unless the context otherwise requires:
- 1.1.1 "Accounts Receivable" means (i) all trade accounts receivable and other rights to payment from customers, suppliers or vendors (including trade credits, rebates and refunds) of any Seller and the full benefit of all security for such accounts or rights to payment, including all trade accounts receivable representing amounts receivable in respect of goods shipped or products sold or services rendered to customers of any Seller, (ii) all other accounts or notes receivable of any Seller and the full benefit of all security for such accounts or notes and (iii) any claim, remedy, or other right related to any of the foregoing.
 - 1.1.2 "Acquired Assets" has the meaning set forth in Section 2.1.

- 1.1.3 "*Action*" means any litigation, claim, action, suit, audit, assessment, arbitration, mediation, inquiry, proceeding or investigation, in each case, by or before any Governmental Authority or any arbitrator or arbitration panel or any mediator or mediation panel.
- 1.1.4 "Affiliate" means, with respect to any specified Person, any Person that, directly or indirectly controls, is controlled by, or is under common control with, such specified Person, through one or more intermediaries or otherwise. For purposes of this definition, the term "control" (and correlative terms) means the power, directly or indirectly, whether by Contract, voting, equity ownership, or otherwise, to direct or cause the direction of the policies or management of a Person.
 - 1.1.5 "Agreement" has the meaning set forth in the Preamble.
 - 1.1.6 "Allocation Schedule" has the meaning set forth in Section 3.4.
- 1.1.7 "Alta Arbor Payment" means the sum of \$750,000 to be paid at Closing to Alta Arbor Holdings LLC as an expense reimbursement.
- 1.1.8 "Alternative Transaction" means other than the transactions contemplated by this Agreement, whether by one transaction or a series of transactions, (a) the sale, transfer, assignment, surrender, abandonment, or other disposition of all or any portion of the Acquired Assets to a Person other than Buyer or any Affiliate of Buyer (or a group or joint venture that includes Buyer or any Affiliate of Buyer), except for the sale of goods or services of the Business conducted in the ordinary course of business; (b) any merger, consolidation, recapitalization, dissolution, liquidation, tender offer, structured dismissal, or other similar transaction involving any Seller; (c) the entry of an Order of the Bankruptcy Court granting relief from the automatic stay to foreclose on any portion of the Acquired Assets exceeding \$5,000,000 in value; (d) any successful credit bid transaction with respect to the Acquired Assets; and (e) the consummation of any of the foregoing (a) (d) pursuant to a Chapter 11 plan of reorganization or liquidation or pursuant to Bankruptcy Code Section 363.
 - 1.1.9 "Approval Order" has the meaning set forth in Section 10.3.3.
- 1.1.10 "Armory Financing Fee" means the "Financing Fee", as such term is defined in Section 2(e) of the letter agreement, dated January 23, 2025, between Amory Securities, LLC and TreeSap Farms, LLC.
- 1.1.11 "Assignment and Assumption Agreement" has the meaning set forth in Section 4.2.4.
- 1.1.12 "Assumed Contracts" means, to the extent transferrable, including pursuant to Section 365 of the Bankruptcy Code, each of the Contracts listed or described on Schedule 1.1.12.
 - 1.1.13 "Assumed Liabilities" has the meaning given to it in Section 3.2.
- 1.1.14 "Assumed Permits" means, to the extent transferable, the Permits listed or described on <u>Schedule 1.1.14</u>.
 - 1.1.15 "Assumed PTO Obligations" has the meaning set forth in Section 11.2.3.
 - 1.1.16 "Assumed Trade Payables" has the meaning set forth in Section 3.2.2.

- 1.1.17 "Auction" means an auction conducted by Sellers in accordance with the Bid Procedures.
- 1.1.18 "Avoidance Actions" means any and all actual or potential avoidance, recovery, subordination, or similar actions or remedies that may be brought by or on behalf of Sellers or their estates under the Bankruptcy Code or applicable non-bankruptcy law, including actions or remedies arising under Chapter 5 and section 724(a) of the Bankruptcy Code or under similar or related local, state, federal, or foreign statutes and common law, including fraudulent transfer laws, fraudulent conveyance laws, or other similar related laws.
- 1.1.19 "Back-Up Bidder" has the meaning set forth in the Bidding Procedures Order.
 - 1.1.20 "Bankruptcy Cases" has the meaning set forth in the Recitals.
 - 1.1.21 "Bankruptcy Code" means Chapter 11 of Title 11, U.S.C. §§ 10 1, et seq.,
- as amended.
- 1.1.22 "Bankruptcy Court" has the meaning set forth in the Recitals.
- 1.1.23 "Benefit Plans" means (i) each "employee benefit plan," as such term is defined in Section 3(3) of ERISA, (ii) each plan that would be an "employee benefit plan", as such term is defined in Section 3(3) of ERISA, if it was subject to ERISA, including foreign plans and plans for directors, (iii) each stock bonus, stock ownership, stock option, stock purchase, stock appreciation rights, phantom stock, or other stock plan (whether qualified or nonqualified), (iv) each bonus, deferred compensation, incentive compensation plan, (v) each severance or termination pay, hospitalization or other medical, life or other insurance, and (vi) each fringe, voluntary or other benefit program or policy, in each case sponsored, maintained, or contributed to or required to be contributed to by Sellers or their Affiliates, for the benefit of any Employee or former employee of Sellers, whether formal or informal, oral or written, and whether legally binding or not, or in connection with which any Seller or any ERISA Affiliate has any Liability.
- 1.1.24 "*Bid Procedures*" means the bidding procedures approved by the Bidding Procedures Order.
- 1.1.25 "Bid Procedures Motion" means the Debtors' Emergency Motion for Entry of Orders (i) Approving Bidding Procedures; (ii) Authorizing the Debtors to (a) Select One or More Stalking Horse Bidders, and (b) to Offer Bid Protections to Such Stalking Horse Bidders; (iii) Scheduling an Auction and a Sale Hearing; (iv) Approving the Form and Manner of Notice Thereof; (v) Approving Assumption and Assignment Procedures for Executors Contracts and Unexpired Leases; and (vi) Granting Related Relief filed at Docket No. 71 in the Bankruptcy Cases.
- 1.1.26 "Bidding Procedures Order" means the Order (i) Approving Bidding Procedures; (ii) Authorizing the Debtors to Select Stalking Horse Bidder(s) and Approving Bidding Protections for Such Stalking Horse Bidder(s); (iii) Schedule an Auction and a Sale Hearing; (iv) Approving the Form and Manner of Notice Thereof; (v) Approving Assumption and Assignment Procedures for Executory Contracts and Unexpired Leases; and (vi) Granting Related Relief entered by the Bankruptcy Court Docket No. 122 in the Bankruptcy Cases.
 - 1.1.27 "Bill of Sale" has the meaning set forth in Section 4.2.2.

- 1.1.28 "Business" has the meaning set forth in the Recitals.
- 1.1.29 "Business Day" means a day other than Saturday, Sunday, or any day on which commercial banks located in New York City, New York are authorized or required by Law to be closed.
 - 1.1.30 "Buyer" has the meaning set forth in the Preamble.
 - 1.1.31 "Capital Farm Parties" has the meaning set forth in Section 5.2.5.
 - 1.1.32 "Casualty Loss" has the meaning set forth in Section 10.8.
- 1.1.33 "Cause of Action" means any and all claims, demands, actions, causes of action, choses in action, counterclaims, judgments, costs, expenses, damages, and liabilities (whether known or unknown), including Avoidance Actions.
 - 1.1.34 "Closing" has the meaning set forth in Section 4.1.
 - 1.1.35 "Closing Date" has the meaning set forth in Section 4.1.
- 1.1.36 "Closing Date Cash" means aggregate sum of the cash in the accounts of Sellers (other than the Excluded Accounts) at the time of the Closing, (i) increased by the amount of any checks received by any Seller but not deposited in such accounts prior to the time of Closing and any uncleared checks deposited for the account of any Seller in such accounts prior to the time of Closing and (ii) decreased by (a) any overdraw on any such account and (b) uncleared checks, drafts, ACH wires or any other payments drawn from but not having cleared any such account.
- 1.1.37 "Closing Date Cash Shortfall Adjustment" means the amount by which Closing Date Cash is less than \$7,600,000; provided that (i) if Closing Date Cash equals \$7,600,000 then the Closing Date Cash Shortfall Adjustment will equal \$0, and (ii) the Closing Date Cash Shortfall Adjustment will not exceed \$3,000,000.
- 1.1.38 "Closing Date Cash Excess Adjustment" means the amount by which Closing Date Cash is more than \$7,600,000; provided that (i) if Closing Date Cash equals \$7,600,000 then the Closing Date Cash Excess Adjustment will equal \$0, and (ii) the Closing Date Cash Excess Adjustment will not exceed \$3,000,000.
 - 1.1.39 "Closing Date Payment" has the meaning set forth in Section 3.1.2.
 - 1.1.40 "Code" means the Internal Revenue Code of 1986, as amended.
 - 1.1.41 "Competing Bid" has the meaning set forth in Section 10.3.2.
- 1.1.42 "Consigned Finished Goods" means all of Sellers' rights and title in or to finished products that are located at customer stores that were delivered by Sellers and are being sold on a consignment basis.
- 1.1.43 "*Contracts*" means, with respect to any Person, any indentures, contracts, leases, options, agreements, instruments, licenses, undertakings, and other commitments, whether written or oral, to which such Person or such Person's properties are bound.
 - 1.1.44 "Cure Claims" has the meaning set forth in Section 3.1.2.

- 1.1.45 "*Cure Notice*" means any Cure Notice or Supplemental Cure Notice as both are defined in the Bid Procedures Order.
- 1.1.46 "*Customer Programs*" means those programs implemented in the ordinary course, as approved by the Bankruptcy Court in Sellers' first day motions, to promote customer interest in the Business, including volume rebates, merchandising services agreements, product return claims, indemnifications, and price guarantees.
- 1.1.47 "**Debtors**" means the Sellers, in their capacity as debtors-in-possession in the Bankruptcy Cases.
 - 1.1.48 "*Deposit*" means the sum of \$8,800,000.
- 1.1.49 "*Deposit Escrow Account*" means the account established by the Escrow Agent pursuant to the Escrow Agreement.
- 1.1.50 "*Disputed Cure Claim*" means any Cure Claim that a Contract counterparty asserts exceeds the proposed Cure Claim set forth in any Cure Notice.
- 1.1.51 "*Documents*" means files, documents, instruments, papers, books, reports (financial and otherwise), records, tapes, microfilms, photographs, letters, correspondence, budgets, forecasts, plans, operating records, safety and environmental reports, data, studies and documents, ledgers, journals, title policies, customer lists, supplier lists, vendor lists, regulatory filings, operating data and plans, research material, technical documentation (design specifications, engineering information, test results, maintenance schedules, functional requirements, operating instructions, logic manuals, processes, and flow charts), user documentation (installation guides, user manuals, training materials, release notes, and working papers), marketing documentation (sales brochures, flyers, pamphlets, and web pages), and other similar materials, in each case whether or not in electronic form.
 - 1.1.52 "*Effective Date*" has the meaning set forth in the Preamble.
 - 1.1.53 "Employee Records" has the meaning set forth in Section 11.3.
- 1.1.54 "*Employees*" means employees of Sellers who are in active employment status on the day immediately preceding the Closing Date.
- 1.1.55 "Encumbrances" means any lien, encumbrance, claim (as defined in Section 101(5) of the Bankruptcy Code), right, demand, charge, mortgage, deed of trust, option, pledge, security interest or similar interest, title defect, hypothecation, easement, right of way, restrictive covenant, encroachment, right of first refusal, preemptive right, judgment, conditional sale or other title retention agreement, restriction on use, transfer, receipt of income or other attribute of ownership, and all other impositions, imperfections, defects, limitations, or restrictions of any nature or kind whatsoever.
- 1.1.56 "*ERISA Affiliate*" means any trade or business, whether or not incorporated, that together with Sellers would be deemed a "single employer" within the meaning of Section 414 of the Code or Section 4001(b)(1) of ERISA, each, individually.
 - 1.1.57 "Escrow Agent" means Regions Bank, N.A.
- 1.1.58 "*Escrow Agreement*" means the Escrow Agreement, dated as of the Original Effective Date, among Buyer, TreeSap Farms, LLC and the Escrow Agent.

- 1.1.59 "*Excluded Accounts*" means the Deposit Escrow Account, the Professional Fees Escrow Account and the Utilities Adequate Assurance Account.
 - 1.1.60 "Excluded Assets" has the meaning set forth in Section 2.2.
- 1.1.61 "Excluded Liabilities" means all Actions against or commitments, Contracts, obligations or other Liabilities of any Seller, whether or not related to the Acquired Assets or the Business, other than the Assumed Liabilities.
- 1.1.62 "Expense Reimbursement" means an amount to reimburse Buyer for its reasonable and documented out-of-pocket costs, fees and expenses (including legal, financial advisory, financing, accounting, consulting and other similar costs, fees and expenses) incurred in connection with the transactions contemplated by this Agreement, up to a maximum amount equal to \$750,000.
- 1.1.63 "*Farm Credit Payables*" means all Liabilities accruing or arising at any time prior to or after the Petition Date under any of the Contracts listed on <u>Schedule 3.3</u>.
- 1.1.64 "Governmental Authority" means any court, tribunal, arbitrator, authority, agency, commission, official or other instrumentality of the government of the United States or of any foreign country, any state or any political subdivision of any such government (whether state, provincial, county, city, municipal or otherwise).
- 1.1.65 "Governmental Order" means any order, judgment, injunction, verdict, decree, writ, stipulation, ruling, decision, determination or award, in each case, entered, issued, made or rendered by or with any Governmental Authority.
 - 1.1.66 "I-9 Records" has the meaning set forth in Section 11.4.1.
- 1.1.67 "Intellectual Property" means: any and all intellectual property and other proprietary rights in any jurisdiction, whether registered or unregistered, including rights in, arising out of, or associated with any of the following: (a) patents and patent applications, including reissuances, continuations, continuations-in-part, revisions, extensions, and reexaminations of such patents and patent applications; (b) registered and unregistered trademarks, service marks, trade dress, logos, trade names, and corporate or company names, or other identifying marks, indicators, or labels, including the Seller Marks, together with the goodwill associated with them and applications for, and renewals of, each of the foregoing; (c) registered and unregistered copyrights and applications for, and renewals of, copyrights; (d) trade secrets, and whether or not confidential, business or proprietary information; (e) internet domain names, web site content and social media accounts; and (f) any algorithms, databases, data collections, diagrams, inventions, methods, and processes (whether or not patentable), know-how, notebooks, manuals, drawings, network configurations and architectures, protocols, schematics, specifications, software, source code, object code, techniques, interfaces, works of authorship, and all other forms of technology, whether tangible or intangible.
 - 1.1.68 "Joint Written Instructions" has the meaning set forth in Section 6.2.2.
 - 1.1.69 "KERP/KEIP Motion" has the meaning set forth in Section 5.2.8.
- 1.1.70 "*Laws*" means all Federal, state, local, foreign, municipal or other laws, statutes, common law, rules, codes, regulations, rulings, restrictions, ordinances, Orders, or other requirement or rule of law issued, enacted, adopted, promulgated, implemented, or otherwise put into effect by or under the authority of any Governmental Authority.

- 1.1.71 "Lease Assignments" has the meaning set forth in Section 4.2.6.
- 1.1.72 "Leased Real Property" has the meaning set forth in Section 2.1.2.
- 1.1.73 "Liabilities" means any and all debts, losses, liabilities, claims (including "claims" as defined in the Bankruptcy Code), damages, fines, costs, royalties, warranties, proceedings, deficiencies, or obligations (including those arising out of any action or litigation, such as any settlement or compromise thereof or judgment or award therein) of any nature, whether known or unknown, absolute, accrued, contingent, or otherwise and whether due or to become due, and whether or not resulting from third-party claims, and any out-of-pocket costs and expenses (including attorneys', accountants', or other fees and expenses incurred in defending any action or litigation, in investigating any of the same, or in asserting rights hereunder).
- 1.1.74 "Material Adverse Effect" means any event, occurrence, fact, condition, prospect, circumstance or change that has had, or could reasonably be expected to have, individually or in the aggregate with any other event, occurrence, fact, condition, prospect, circumstance or change, a material adverse effect on (a) the Business or Sellers; (b) the value of any one or more of the Acquired Assets; or (c) the ability of Sellers or any of their respective Affiliate(s) to consummate the transactions contemplated by this Agreement, or to fully perform, satisfy, and discharge all obligations, covenants, and agreements of Sellers contemplated under this Agreement or any of the other Transaction Documents, on a timely basis; provided, however, the following shall not constitute a Material Adverse Effect and shall not be taken into account in determining whether or not there has been or could reasonably be expected to be a Material Adverse Effect: (i) changes in general economic conditions or securities or financial markets in general; (ii) any changes in law applicable to any Seller or any of such Seller's properties or assets or interpretations thereof by any Governmental Authority; (iii) any outbreak or escalation of hostilities or war (whether declared or not declared) or any act of terrorism; (iv) any changes to the extent resulting from the announcement or the existence of, or Sellers' compliance with this Agreement and the transactions contemplated hereby; (v) any changes in accounting practices or policies that any Seller is required to adopt after the Effective Date; (vi) matters occurring in, or arising from the Bankruptcy Cases, including any events, occurrences, or other actions required to be taken as a result thereof; and (vii) any event, circumstance, development, change, occurrence, or effect to the extent resulting from, arising out of, or relating to any epidemic, pandemic or disease outbreak.
 - 1.1.75 "*No Recourse Party*" has the meaning set forth in <u>Section 10.5</u>.
- 1.1.76 "*Order*" means any judgment, order, writ, decree, injunction, award, decision, verdict, ruling or other determination whatsoever entered, issued, made or rendered by any Governmental Authority or any other entity or body whose finding, ruling or holding is legally binding or is enforceable as a matter of right (in any case, whether preliminary or final).
- 1.1.77 "Organizational Documents" means, individually or collectively (as applicable), with respect to any Person: (i) the certificate of formation or incorporation, articles of organization, or similar formation and charter documents; (ii) any and all joint venture, limited liability company agreement, operating agreement, and other similar documents adopted or filed in connection with the creation, formation, incorporation, governance, operations, management, and/or organization of such Person; and (iii) all side letters, side agreements, regulations, voting agreements, and similar documents, instruments, or agreements relating to the governance, operations, management, and/or organization of such Person, in each case, as amended, restated, supplemented, and/or otherwise modified.
 - 1.1.78 "Original Effective Date" means April 9, 2025.

- 1.1.79 "*Outside Date*" means May 23, 2025, unless such date is extended by the mutual written agreement of Sellers and Buyer (in which case the Outside Date will be such mutually agreed upon date).
 - 1.1.80 "Owned Real Property" has the meaning set forth in Section 2.1.1.
 - 1.1.81 "Party" and "Parties" have the meanings set forth in the Preamble.
- 1.1.82 "Pay-Off Letters" means the pay-off letters with respect to the payment of the Repaid Debt, each in a form reasonably acceptable to Buyer and its lenders, setting forth the amount of such Repaid Debt and instructions for the payment of such Repaid Debt, and in each case with the lender or other creditor executing such Pay-Off Letter agreeing (i) that payment of such amount will satisfy all outstanding obligations of Sellers with respect to such Repaid Debt, and (ii) that any and all Encumbrances imposed by the applicable lender on or with respect to Sellers or any Acquired Assets will be released upon the satisfaction of the conditions in such Pay-Off Letter.
- 1.1.83 "Permits" means all applications, notifications, licenses, permits, franchises, rights, certificates, approvals, consents, waivers, clearances, exemptions, classifications, registrations, variances (including zoning variances), easements, rights of way, orders, tariffs, rate schedules, and other similar documents and authorizations issued by any Person to any Seller and used, or held for use, which are necessary for Sellers to carry on the Business in substantially the manner in which it is now being conducted.
- 1.1.84 "**Permitted Exceptions**" means (i) Encumbrances for utilities and current Taxes not yet due and payable; (ii) easements, rights of way, restrictive covenants, encroachments and similar non-monetary Encumbrances or non-monetary impediments against any of the Acquired Assets which do not, individually or in the aggregate, adversely affect the operation of the Business or the use or occupancy of any Real Property as it relates to the operation of the Business; and (iii) applicable zoning Laws, building codes, land use restrictions and other similar restrictions imposed by Law (but not restrictions arising from a violation of any such Law).
- 1.1.85 "*Person*" means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, joint venture, trust, association, union, entity, or other form of business organization or any Governmental Authority.
 - 1.1.86 "Petition Date" has the meaning set forth in the Recitals.
- 1.1.87 "Professional Fees Escrow Account" means the bank account established by Sellers in accordance with paragraph 18 of Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, and (B) Use Cash Collateral; (II) Granting Senior Secured Priming Liens; (III) Granting Adequate Protection to the Prepetition Lenders; (IV) Modifying the Automatic Stay; and (V) Granting Related Relief entered by the Bankruptcy Court at Docket No. 150 in the Bankruptcy Cases.
- 1.1.88 "*Property Taxes*" means real property, personal property, or similar ad valorem Taxes.
 - 1.1.89 "*Purchase Price*" means the sum of \$88,000,000.
 - 1.1.90 "Qualified Plans" has the meaning set forth in Section 11.2.4.
 - 1.1.91 "Real Property Deeds" has the meaning set forth in Section 4.2.8.

- 1.1.92 "*Real Property*" has the meaning set forth in <u>Section 2.1.2</u>.
- 1.1.93 "*Related Person*" means, with respect to any Person, such Person's officers, directors, managers, principals, stockholders, partners, members, equityholders, employees, agents, representatives, and Affiliates, with respect to each of the foregoing solely in such capacity.
 - 1.1.94 "*Releasing Parties*" has the meaning set forth in <u>Section 3.5</u>.
 - 1.1.95 "*Repaid Debt*" has the meaning set forth in Section 10.9.
- 1.1.96 "*Representative*" means with respect to a particular Person, any director, officer, employee, agent, consultant, advisor, or other representative of such Person, including legal counsel and accountants.
- 1.1.97 "Sale Hearing" means the hearing in front of the Bankruptcy Court at which Sellers will seek entry of the Approval Order granting the Sale Motion.
- 1.1.98 "Sale Motion" means the motion, in form and substance reasonably acceptable to Buyer, filed by Sellers with the Bankruptcy Court seeking authority to sell the Acquired Assets that may be made as a part of the Bid Procedures Motion.
 - 1.1.99 "Saperstein Released Parties" has the meaning set forth in Section 5.2.5.
 - 1.1.100 "Seller" and "Sellers" have the meanings set forth in the Preamble.
 - 1.1.101 "Seller Marks" has the meaning set forth in Section 12.1.1.
 - 1.1.102 "Successful Bidder" has the meaning set forth in the Bidding Procedures

Order.

- 1.1.103 "Utilities Adequate Assurance Account" means that bank account established by Sellers in accordance with paragraphs 4 and 5 of the Order (I) Approving the Debtors' Proposed Adequate Assurance of Payment for Future Utility Services; (II) Prohibiting Utility Providers From Altering, Refusing or Discontinuing Services; (III) Approving the Debtors' Proposed Procedures For Resolving Adequate Assurance Requests; and (IV) Granting Related Relief entered by the Bankruptcy Court at Docket No. 39 in the Bankruptcy Cases.
- 1.1.104 "*Tax Returns*" means any declaration, return, report, estimate, information return, schedule, statements or other document filed, permitted to be filed, or required to be filed with or, when none is filed, permitted to be filed, or required to be filed with a Governmental Authority, the statement or other document issued by, a Governmental Authority with respect to Taxes.
- 1.1.105 "*Taxes*" means (i) any tax, charge, fee, levy, or other assessment including, any net income, gross income, gross receipts, sales, use, ad valorem, transfer, franchise, profits, payroll, employment, social security, withholding, unemployment, excise, estimated, stamp, occupancy, occupation, property or other similar taxes, including any interest or penalties thereon, and additions to tax or additional amounts imposed by any Governmental Authority, whether disputed or not, or (ii) any liability for the payment of any taxes, interest, penalty, addition to tax or like additional amount resulting from the application of Treasury Regulation §1.1502-6 or comparable Law.

- 1.1.106 "*Titled Vehicles and Trailers*" means all vehicles, cars, trucks, forklifts, trailers, rolling stock and other industrial or motor vehicles including such property for which the title thereto is evidenced by a certificate of title issued by the United States or a state (including those described on Schedule 1.1.106 and owned by any Seller), together with all spare permits related thereto.
- 1.1.107 "*Transaction Documents*" means (i) this Agreement, (ii) the Escrow Agreement, (iii) the Bill of Sale, (iv) the Assignment and Assumption Agreement, (v) the Real Property Deeds, (vi) the Lease Assignments, (vii) the Approval Order, and (viii) any other agreements, instruments, or documents entered into pursuant to this Agreement.
 - 1.1.108 "Transferred Employees" has the meaning set forth in Section 11.1.1.
 - 1.1.109 "Transferred Plan" has the meaning set forth in Section 11.2.2.
 - 1.1.110 "WARN Laws" has the meaning set forth in Section 11.1.5.
- 1.2 <u>Interpretation</u>. When a reference is made in this Agreement to a section or article, such reference shall be to a section or article of this Agreement unless otherwise clearly indicated to the contrary.
- 1.2.1 Whenever the words "include" "includes" or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."
- 1.2.2 The words "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, exhibits and schedules of this Agreement unless otherwise specified.
- 1.2.3 The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.
- 1.2.4 A reference to any party to this Agreement or any other agreement or document shall include such party's successors and permitted assigns.
- 1.2.5 A reference to any legislation or to any provision of any legislation shall include any amendment to, and any modification or reenactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.
- 1.2.6 When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.
 - 1.2.7 Any reference in this Agreement to \$ shall mean U.S. dollars.
- 1.2.8 The Parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

2. Transfer of Assets.

- 2.1 <u>Purchase and Sale of Assets.</u> Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code and on the terms and subject to the conditions set forth in this Agreement and the Approval Order, on the Closing Date, Sellers will sell, convey, assign, transfer, and deliver to Buyer, and Buyer will purchase, acquire and accept from Sellers, all of Sellers' right, title and interest in, to and under all of the properties and assets of Sellers (other than the Excluded Assets) of every kind and description, wherever located, real, personal or mixed, tangible or intangible, owned, leased, licensed, used or held for use in or relating to the Business, but in all cases, only to the extent the same are transferable or assignable by Sellers (herein collectively called the "*Acquired Assets*"), free and clear of all Encumbrances (other than Permitted Exceptions) to the extent provided under the Bankruptcy Code, which shall include but not be limited to:
- 2.1.1 all real property owned by any Seller beneficially or of record, as listed or described on <u>Schedule 2.1.1</u> (together with all buildings, fixtures, structures and improvements thereon and Sellers' appurtenant rights thereto, including water rights, wells, pumps, motors, electrical panels, electrical hookups, water discharge facilities, pipelines, irrigation systems, easements, right-of-way for ingress and egress, licenses and privileges) (the "*Owned Real Property*");
- 2.1.2 all real property (other than the Owned Real Property) leased, used or occupied by Sellers in connection with the conduct of the Business as currently conducted, as listed or described on Schedule 2.1.2 (such real property, together with all rights, title and interest of Sellers in and to the leasehold improvements relating thereto, if any, and the security deposits, reserves or prepaid rents in connection therewith, if any, collectively, the "Leased Real Property" and, together with the Owned Real Property, the "Real Property");
 - 2.1.3 all Accounts Receivable;
 - 2.1.4 the Intellectual Property;
 - 2.1.5 the Assumed Permits;
- 2.1.6 all Contracts entered into in connection with the Business which are identified as Assumed Contracts;
- 2.1.7 all machinery, vehicles, equipment (including office equipment), furniture, furnishings, fixtures, leasehold improvements, and other items of tangible personal property of any Seller used in the Business, including the equipment, vehicles and machinery leased pursuant to the Contracts set forth on Schedule 3.3;
- 2.1.8 all of Sellers' farm products and plant inventory, including viable plant inventory that is planted in the ground, non-plant inventory, which includes raw materials and supplies (including plant propagation materials, raw nursery product materials, chemicals fertilizers, labels, and supplies);
 - 2.1.9 the Consigned Finished Goods;
 - 2.1.10 the Titled Vehicles and Trailers;
 - 2.1.11 rights under confidentiality agreements;

- 2.1.12 all Documents related to the Acquired Assets, including copies of any Tax and accounting records (including Tax Returns but not including any flow-through income tax returns of Sellers) related to the Business and rights under any confidentiality agreements involving the sale of the Acquired Assets;
- 2.1.13 all telephone numbers, addresses (including electronic mail addresses) used by Sellers in connection with the Business;
- 2.1.14 all Tax deposits, prepayments, credits and refunds relating to Buyer's share of Property Taxes as set forth in <u>Section 4.4</u>;
- 2.1.15 all goodwill to the extent relating to the Acquired Assets and/or the Business;
- 2.1.16 all Causes of Action (including any Avoidance Actions), lawsuits, judgments and claims of any nature available to any Seller (whether or not such cause of action, lawsuit, judgment or claim is being pursued), whether arising by way of counterclaim, set off, rights of self-help, or otherwise, to the extent the Cause of Action (a) relates to the ownership, use, function or value of any Acquired Asset and/or the Business, (b) may be asserted against any Person that is party to any of the Assumed Contracts or Assumed Trade Payables, or (c) may be asserted against any current or former officer, director, employees, members, or managers of any Seller;
- 2.1.17 all bank and other depository accounts of Sellers (to the extent such accounts are able to be transferred after the reasonable best efforts of Sellers, excluding the amounts on deposit therein as of the Closing, to Buyer on the Closing Date); provided, however, (i) Sellers shall not be obligated to transfer any bank or other depository accounts to Buyer until after the Closing Date, and, after the Closing Date subject to the Sellers' reasonable best efforts as set forth in this Section 2.1.17; and (ii) Sellers shall not be in breach of this Agreement if, notwithstanding their use of reasonable best efforts, Sellers are unable to transfer one or more of Sellers' bank and other depository accounts to Buyer, so long as any proceeds received by Sellers on or after the Closing arising from any Accounts Receivable or relating to the Acquired Assets shall be promptly accounted for and notified in writing to Buyer and paid, delivered or remitted to Buyer; and
- 2.1.18 without limiting <u>Sections 2.1.2</u> and <u>2.1.14</u>, all deposits, prepayments and similar assets of Sellers held by third parties, including trade, insurance, utility and other deposits (excluding professional fee retainers).
- 2.2 <u>Excluded Assets</u>. Notwithstanding anything to the contrary in this Agreement, in no event shall any Seller be deemed to sell, transfer, assign or convey, and Buyer shall not purchase, acquire or accept, and each Seller shall retain all right, title and interest to, in and under the following assets, properties, rights and interests of such Seller (collectively, the "*Excluded Assets*"):
- 2.2.1 any Contract that is not an Assumed Contract and any Contract terminated, not assumed or expired (according to its terms) prior to the Closing Date in accordance with the terms of such Contract or in the ordinary course of business;
 - 2.2.2 any right, property, or asset set forth on <u>Schedule 2.2.2</u> to this Agreement;
- 2.2.3 (i) all rights under or pursuant to any and all warranties, representations and guarantees made by suppliers, manufacturers and contractors relating to products sold, or services provided, to Sellers to the extent such rights, warranties, representations and guarantees do not relate to

Acquired Assets; and (ii) all rights, claims or causes of action with respect to or arising in connection with Excluded Assets;

- 2.2.4 all Tax deposits, prepayments, credits and refunds owing to Sellers, other than any such Tax deposits, prepayments, credits, or refunds relating to Buyer's share of Property Taxes as set forth in Section 4.4;
 - 2.2.5 any Avoidance Actions that are not Acquired Assets;
- 2.2.6 Sellers' rights, claims and causes of action under this Agreement and each other Transaction Document, and all cash and non-cash consideration payable or deliverable to Sellers pursuant to the terms and provisions of this Agreement and each other Transaction Document;
- 2.2.7 all insurance policies or rights to proceeds thereof, including any tail insurance policies that provide coverage to Sellers or their respective Affiliates or Representatives after the Closing, or which relate to or cover Liabilities that are not among the Assumed Liabilities;
- 2.2.8 any shares of capital stock or other equity interest of any Seller or any securities convertible into, exchangeable or exercisable for shares of capital stock or other equity interest of any Seller;
- 2.2.9 the certificates of incorporation, qualifications to conduct business as a foreign corporation, taxpayer and other identification numbers, minute books, stock ledgers, corporate seals, stock certificates, work papers and other records relating to the organization or maintenance of corporate existence of Sellers and any other records that Sellers are required by Law to retain;
- 2.2.10 all Contracts with Sellers' retained professionals in connection with the Bankruptcy Cases, and all retainers held by Sellers' legal and other professionals;
- 2.2.11 all employment agreements, warrant agreements, option agreements, and like agreements, except to the extent that such agreements are Assumed Contracts; and
 - 2.2.12 all cash and cash equivalents.

At any time that is at least five (5) Business Days prior to the Closing, Buyer shall have the right, exercisable in Buyer's sole discretion, by written notice to Sellers, the unsecured creditors committee and the counter party to any applicable Contract, to designate any of the Acquired Assets as Excluded Assets. Buyer acknowledges and agrees that there shall be no reduction in the Purchase Price if it elects to designate any Acquired Asset as an Excluded Asset pursuant to the preceding sentence.

3. <u>Consideration</u>.

3.1 <u>Deposit; Purchase Price</u>.

3.1.1 Buyer deposited \$8,000,000 of the Deposit with the Escrow Agent on April 10, 2025. No later than the second (2nd) Business Day following the execution of this Agreement by the Parties, Buyer will pay the remaining \$800,000 of the Deposit, by wire transfer of immediately available funds, to the Escrow Agent. The Deposit will be held by the Escrow Agent in accordance with the terms of this Agreement and the Escrow Agreement. Buyer shall pay the costs of the Escrow Agent under the Escrow Agreement. If Closing occurs, the Parties shall deliver Joint Written Instructions to the Escrow Agent directing the Escrow Agent to deliver to Sellers an amount equal to the Deposit plus any accrued investment

interest thereon, and such amount shall be applied, without duplication, against the Purchase Price due from Buyer at Closing. If Closing does not occur, the Escrow Agent shall return the Deposit to Buyer as required pursuant to <u>Section 6.2.</u>

- 3.1.2 Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Buyer hereby agrees to purchase from Sellers all of the Acquired Assets and Sellers hereby agree to sell to Buyer all of the Acquired Assets, free and clear of any and all Encumbrances other than Permitted Exceptions, and as consideration therefor, at the Closing, Buyer will (a) pay an amount equal to the Purchase Price less (i) the amount of the Deposit, which will be disbursed by the Escrow Agent to Sellers in accordance with Section 3.1.1, less (ii) the amount of the Repaid Debt, less (iii) the amount of the Alta Arbor Payment, less (iv) Sellers' share of rent, Property Taxes, utilities and prepaid expenses pertaining to the Acquired Assets as set forth in Section 4.4 (except to the extent a deposit, prepayment or credit with respect to such Property Taxes is included in the Acquired Assets), less (v) the Closing Date Cash Excess Adjustment, if any, and plus (vi) the Closing Date Cash Shortfall Adjustment, if any (the net amount determined pursuant to this clause (a) is the "Closing Date Payment"), and (b) assume the Assumed Liabilities.
- 3.2 <u>Assumed Liabilities and Cure Claims</u>. In consideration for the transfer of the Acquired Assets by Sellers and upon the terms and subject to the conditions of this Agreement, Buyer agrees, effective at the time of the Closing, to assume, pay, perform and discharge when due the following Liabilities and obligations (the "Assumed Liabilities"):
- 3.2.1 all Liabilities (other than any Liabilities for Taxes of any Seller) arising after the Closing Date with respect to the Acquired Assets or the operation of the Business following the Closing, including (i) all unpaid ordinary course trade payables incurred on or after the Closing Date, (ii) all Liabilities of Sellers under each Assumed Contract and Assumed Permit, in each case, arising after the Closing and which relate solely to events occurring after the Closing Date, and (iii) all Liabilities arising out of ownership of the Acquired Assets by Buyer after the Closing to the extent such Liabilities arise solely out of any matter, occurrence, action, omission or circumstance that first occurred or existed after the Closing;
- 3.2.2 all Liabilities for undisputed, unpaid ordinary course trade payables whether incurred prior to or after the Petition Date through the Closing Date, excluding any Farm Credit Payables (the "Assumed Trade Payables");
- 3.2.3 the Liabilities expressly assumed by Buyer set forth in <u>Section 11</u>, including the Assumed PTO Obligations;
- 3.2.4 obligations existing on the Closing Date with respect to performance after the Closing Date relating to the Customer Programs;
 - 3.2.5 those specific Liabilities of Sellers identified on Schedule 3.2.5;
 - 3.2.6 Liabilities for Buyer's share of Property Taxes as set forth in <u>Section 4.4</u>;

and

3.2.7 the obligations of Sellers to pay the Armory Financing Fee; *provided* that Buyer does not hereby assume any obligation to pay, and shall not be obligated to pay, any portion of the Armory Financing Fee that is in excess of \$1,500,000.

With respect to each of the Assumed Contracts assigned to Buyer on the Closing Date, Buyer shall satisfy on the Closing Date, all Liabilities thereunder (as distinct from curing all defaults or failures to comply with provisions thereunder that may not be cured by the mere payment of money) (i) accruing or arising at any time prior to or after the Petition Date, or (ii) arising from or relating to any act, event or occurrence prior to the Petition Date that are required to be paid pursuant to Section 365 of the Bankruptcy Code in order to assume and assign the Assumed Contracts to Buyer (collectively, "Cure Claims"), subject to Buyer's right to exclude Assumed Contracts in accordance with Section 10.7.

- 3.3 <u>Excluded Liabilities</u>. Sellers shall retain, pay, perform or otherwise discharge all Excluded Liabilities and Buyer shall have no obligation of any kind for, under, arising out of, or in connection with any Excluded Liabilities. Without limiting the foregoing, Excluded Liabilities will expressly include (i) the Contracts and Liabilities set forth on <u>Schedule 3.3</u>, and (ii) the Farm Credit Payables.
- Tax Allocation of the Purchase Price. The Purchase Price (which for this purpose includes any Assumed Liabilities and other amounts that are required to be treated as part of the purchase price for U.S. federal income tax purposes) shall be allocated among the Acquired Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder and an allocation methodology statement, which shall be mutually agreed to by the Parties after the Effective Date but prior to the Closing Date (such statement, the "Allocation Schedule"). Any adjustment of the Purchase Price, or to any other items of consideration, cost, or expense taken into account in the Allocation Schedule for U.S. federal income tax purposes, shall be allocated in a manner consistent with the Allocation Schedule. If the Parties agree on the Allocation Schedule, Buyer and Sellers shall, and shall cause their respective Affiliates to, (a) file their Tax Returns (including IRS Form 8594) in all respects and for all purposes consistent with the Allocation Schedule, and (b) not take a position on any Tax Return, or in any Tax Action that is inconsistent with the Allocation Schedule, unless in each case otherwise required to do so by applicable Laws; provided, however, that no Person shall be unreasonably impeded in its ability and discretion to concede, negotiate, compromise, or settle any Tax Action in connection with such allocation.
- Sellers' Release of Buyer and the Saperstein Released Parties. In exchange for the receipt of the Closing Date Payment and the assumption by Buyer of the Assumed Liabilities and effective as of the Closing, each Seller, on behalf of itself and each of its Related Persons, predecessors, successors, assigns, and other Persons that have or could potentially derive rights through such Seller, and each of their respective bankruptcy estates (collectively, the "Releasing Parties"), hereby irrevocably and unconditionally releases, acquits, and forever discharges, without any additional consideration or the need for additional documentation, Buyer, each of its Related Persons, and each of the Saperstein Released Parties from any and all Causes of Action, including Avoidance Actions, complaints, suits, obligations or Liabilities, rights, costs, loans, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known, unknown, or presently unknowable, contingent or absolute, whether asserted or not, now existing or which may subsequently accrue to them in the future, emanating from, in connection with, related to, or arising out of the ownership or operation of the Business or the Acquired Assets, or the ownership or operation of any Seller, prior to the Closing Date; provided that the foregoing release will not release Buyer from its obligations arising under this Agreement. The Approval Order shall expressly approve the release provided by this Section 3.5 and shall bar the Releasing Parties from asserting any claim released by this Section 3.5.

4. Closing Transactions.

4.1 <u>Closing: Closing Date.</u> The closing of the transactions provided for herein (the "*Closing*") shall take place via the electronic exchange of documents within five (5) Business Days after satisfaction or waiver of the conditions to closing in <u>Section 5</u> (other than those conditions that by their

terms are to be satisfied at the Closing, but subject to the satisfaction or waiver of such conditions at the Closing) or on any other date that the Parties may agree in writing. The date on which the Closing actually occurs is referred to herein as the "*Closing Date*," and the Closing shall be effective as of 12:01 a.m. Central Time on the Closing Date. Until the Closing Date or until this Agreement is terminated, the Parties shall diligently continue to work to satisfy all conditions to Closing.

- 4.2 <u>Sellers' Deliveries to Buyer at Closing</u>. On the Closing Date, Sellers shall deliver or cause to be delivered the following to Buyer:
 - 4.2.1 a copy of the Approval Order entered by the Bankruptcy Court.
- 4.2.2 a bill of sale, consistent with the Approval Order, dated as of the Closing Date and duly executed by Sellers, in substantially the form attached hereto as <u>Exhibit A</u> pursuant to which Sellers transfer the Acquired Assets other than the Assumed Contracts and the Assumed Permits (which the Approval Order shall provide for and effectuate the assumption and assignment of) to Buyer (the "*Bill of Sale*").
- 4.2.3 a copy of the Approval Order, which shall provide for the assignment and assumption of the Assumed Contracts and Assumed Permits.
- 4.2.4 an Assignment and Assumption Agreement, dated as of the Closing Date and duly executed by Sellers, consistent with the Approval Order and in substantially the form attached hereto as <u>Exhibit B</u>, in order to effect the assignment and assumption of the Assumed Contracts and Assumed Permits (the "Assignment and Assumption Agreement");
- 4.2.5 a copy of the Approval Order, which shall provide for the transfer of Intellectual Property;
- 4.2.6 one or more assignments, consistent with the Approval Order, dated as of the Closing Date and duly executed by the applicable Seller, necessary to effectuate the transfer of Intellectual Property as reasonably requested by Buyer ("*IP Assignments*"):
- 4.2.7 a properly prepared and executed IRS Form W-9 of each Seller (or, if applicable, the Person from whom a Seller is disregarded as a separate entity for U.S. federal income tax purposes), certifying that each such Seller (or, if applicable, the Person from whom a Seller is disregarded as a separate entity for U.S. federal income tax purposes) is not subject to U.S. federal backup withholding taxes, dated as of the Closing Date;
- 4.2.8 deeds, consistent with the Approval Order, for purposes of conveying the Owned Real Property, dated as of the Closing Date and duly executed by Sellers in substantially the form attached hereto as (a) Exhibit C for Owned Real Property in the State of California, (b) Exhibit D for Owned Real Property in the State of Florida, and (c) Exhibit E for Owned Real Property in the State of Texas (collectively, the "Real Property Deeds"); provided, however, that the requirement to provide special warranty deeds in the form contemplated in Exhibit C, Exhibit D and Exhibit E is subject to satisfactory title commitments and title searches, as determined by Sellers in their sole discretion;
- 4.2.9 a copy of the Approval Order, which shall provide for the assumption and assignment of each lease for Leased Real Property;
- 4.2.10 with respect to each lease for Leased Real Property, an Assignment and Assumption of Lease and Consent Agreement, dated as of the Closing Date and duly executed by the

applicable Seller, consistent with the Approval Order and in substantially the form attached hereto as Exhibit F (collectively, the "Lease Assignments");

- 4.2.11 to the extent such documents are in the possession of Seller, original motor vehicle or rolling stock certificates of title, registrations or certificates of origin (as applicable) for the Titled Vehicles and Trailers, properly endorsed to Buyer, together with appropriately completed applications or other documentation necessary to transfer same to Buyer;
 - 4.2.12 the Pay-Off Letters; and
- 4.2.13 the other documents and instruments required to be delivered by Sellers at Closing pursuant to this Agreement, and all such other agreements, certificates, documents and other instruments as Buyer reasonably requests in writing and as are reasonably necessary to consummate the transactions contemplated by this Agreement and the other Transaction Documents, in each case, in form and substance reasonably satisfactory to Buyer and its counsel.
- 4.3 <u>Buyer's Deliveries to Sellers at Closing</u>. On the Closing Date, Buyer shall deliver or cause to be delivered the following:
- 4.3.1 to Sellers, evidence reasonably satisfactory to Sellers that Buyer has paid the Closing Date Payment, by wire transfer of immediately available funds, to the account or accounts designated in writing by Sellers;
- 4.3.2 to the respective lenders, creditors and other Persons specified in the Pay-Off Letters, the Repaid Debt amount;
 - 4.3.3 to Alta Arbor Holdings LLC, the Alta Arbor Payment amount;
- 4.3.4 to Sellers, the Assignment and Assumption Agreement, dated as of the Closing Date and duly executed by Buyer; and
- 4.3.5 to Sellers, the other documents and instruments required to be delivered by Buyer at Closing pursuant to this Agreement, and all such other agreements, certificates, documents and other instruments as Sellers reasonably request in writing and as are reasonably necessary to consummate the transactions contemplated by this Agreement and the other Transaction Documents, in each case, in form and substance reasonably satisfactory to Sellers and their counsel.
- 4.4 <u>Prorations</u>. Rent, Property Taxes, utilities, and prepaid expenses pertaining to Acquired Assets shall be prorated on a daily basis between Sellers and Buyer as of the Closing Date, with Sellers being responsible for any such amounts for any days up to and including the day prior to the Closing Date and Buyer being responsible for any such amounts for any days after the day prior to the Closing Date; *provided*, that for the avoidance of doubt, all Property Taxes shall be pro-rated based on the period to which the Tax applies without regard to the date of assessment. All obligations due in respect of periods prior to and including the Closing Date (other than Cure Claims) shall be the obligations of Sellers, and all obligations due in respect of periods after the Closing Date shall be the obligations of and shall be paid in

full or otherwise satisfied by Buyer. Rent and other amounts assessed under any lease shall be prorated on the basis of a thirty (30) day month.

- 4.5 <u>Transfer Taxes</u>. Any sales, transfer, stamp, documentary stamp, use, or similar Taxes arising from the sale of the Acquired Assets under this Agreement or the transactions contemplated herein shall be borne and timely paid by Buyer.
- 4.6 <u>Possession</u>. Right to possession of the Acquired Assets shall transfer to Buyer on the Closing Date. Sellers shall transfer and deliver to Buyer on the Closing Date such items as Buyer shall require to obtain all of Sellers' right, title and interest in, to, or under the Acquired Assets.

5. <u>Conditions Precedent to Closing.</u>

- 5.1 <u>Conditions to Sellers' Obligations</u>. Sellers' obligation to sell, convey, assign, transfer and deliver the Acquired Assets to Buyer at the Closing shall be subject to the satisfaction or waiver by Sellers of each of the following conditions:
- 5.1.1 (i) All of the representations and warranties of Buyer contained herein shall have been true, correct and complete on the Original Effective Date, and shall continue to be true, correct and complete as of the Closing Date (except to the extent expressly made with respect to another date or period, in which case it shall be true, correct, and complete as of such other date) in all material respects, (ii) all covenants and obligations to be performed by Buyer at or prior to the Closing shall have been performed in all material respects, and (iii) Buyer shall have certified the foregoing to Sellers in writing.
- 5.1.2 Sellers shall have received all items deliverable by Buyer pursuant to Section 4.3.
- 5.1.3 Buyer shall have delivered to Sellers appropriate evidence of all necessary action by Buyer in connection with the transactions contemplated hereby, including: (i) certified copies of resolutions duly adopted by Buyer's governing body approving the transactions contemplated by this Agreement and authorizing the execution, delivery, and performance by Buyer of this Agreement; and (ii) a certificate as to the incumbency of officers of Buyer executing this Agreement and any instrument or other document delivered in connection with the transactions contemplated by this Agreement.
- 5.1.4 No action, suit or other proceedings shall be pending before any Governmental Authority seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain substantial damages in respect thereof, or involving a claim that consummation thereof would result in the violation of any Law, decree or regulation of any Governmental Authority having appropriate jurisdiction.
- 5.1.5 The Bankruptcy Court shall have entered the Approval Order as contemplated by and defined in <u>Section 10.3.3</u>, and the Approval Order shall not have been stayed, appealed, vacated, reversed, or modified as of the Closing Date.
- 5.2 <u>Conditions to Buyer's Obligations</u>. Buyer's obligation to perform any of Buyer's obligations under this Agreement, including paying the Closing Date Payment to Sellers upon the

18

consummation of the Closing, shall be subject to the satisfaction or waiver by Buyer of each of the following conditions:

- 5.2.1 (i) All representations and warranties of Sellers contained herein shall have been true, correct and complete on the Original Effective Date, and shall continue to be true, correct and complete as of the Closing Date (except to the extent expressly made with respect to another date or period, in which case it shall be true, correct, and complete as of such other date), in all material respects (except for any representations or warranties of Sellers that are qualified by materiality or Material Adverse Effect, which shall be true and correct in all respects), (ii) all covenants and obligations to be performed by Sellers (including the covenants set forth in Section 10 below) at or prior to the Closing shall have been performed in all material respects, (iii) since the Original Effective Date, there shall not have occurred any Material Adverse Effect, and (iv) Sellers shall have certified the foregoing to Buyer in writing.
- 5.2.2 No action, suit or other proceedings shall be pending before any Governmental Authority seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain substantial damages in respect thereof, or involving a claim that consummation thereof would result in the violation of any Law, decree or regulation of any Governmental Authority having appropriate jurisdiction.
- 5.2.3 The Bankruptcy Court shall have entered the Approval Order in accordance with Section 10.3.3 and in form and substance satisfactory to Buyer, and the Approval Order shall not have been stayed, appealed, vacated, reversed, or modified as of the Closing Date.
- 5.2.4 Buyer shall have received all items deliverable by Sellers pursuant to Section 4.2.
- 5.2.5 Jonathan Saperstein, his family members and their respective Related Persons (the "Saperstein Released Parties") shall have been fully, finally and irrevocably released from all Causes of Action that could be asserted by or on behalf of Capital Farm Credit, PCA and Capital Farm Credit, FLCA and their respective Related Persons (the "Capital Farm Parties"), including under any guaranty or similar instrument in favor or for the benefit of any Capital Farm Party, in each case pursuant to release and termination instruments in form and substance satisfactory to Buyer.
- 5.2.6 The production units of Sellers as of the Closing Date shall not be less than eighty percent (80%) of Sellers' year to date budget on an "equivalent units" basis in the aggregate.
- 5.2.7 The Bankruptcy Court shall have approved Sellers' assumption and assignment to Buyer of the leases for the Leased Real Property.
- 5.2.8 The Bankruptcy Court shall not have entered an *Order approving the Debtors' Motion for Entry of an Order (I) Authorizing and Approving the Debtors' (A) Key Employee Retention Plan for Non-Insider Employees and (B) Key Employee Incentive Plan; and (II) Granting Related Relief (the "KERP/KEIP Motion")*.

19

5.3 <u>Frustration of Closing Conditions</u>. Neither Buyer nor Sellers may rely on the failure of any condition set forth in <u>Sections 5.1</u> or <u>5.2</u>, as the case may be, if such failure was caused by such Party's failure to comply with any provision of this Agreement.

6. Termination.

- 6.1 <u>Means of Termination</u>. This Agreement may be terminated prior to the Closing as follows:
- 6.1.1 by Sellers or Buyer, if the Closing shall not have occurred by the close of business on the Outside Date; *provided*, *however*, that if the Closing shall not have occurred on or before the Outside Date due to a material breach of any representations, warranties, covenants, agreements, or obligations contained in this Agreement by Buyer or Sellers, then the breaching Party may not terminate this Agreement pursuant to this <u>Section 6.1.1</u>;
 - 6.1.2 by mutual written consent of Sellers and Buyer;
- 6.1.3 by Buyer, if any event or condition has resulted in one or more of the conditions to the obligations of Buyer set forth in <u>Section 5.2</u> being unable to be fulfilled and such event or condition cannot be cured or has not been cured (or waived by Buyer) by the earlier of (i) ten (10) days after the giving of written notice by Buyer to Sellers of such breach and (ii) the Outside Date; *provided*, *however*, that Buyer may terminate this Agreement pursuant to this <u>Section 6.1.3</u> only if Buyer is not in material breach of this Agreement as of the date of such termination;
- 6.1.4 by Sellers, if any event or condition has resulted in one or more condition to the obligations of Sellers set forth in Section 5.1 being unable to be fulfilled and such event or condition cannot be cured or has not been cured (or waived by Sellers) by the earlier of (i) ten (10) days after the giving of written notice by Sellers to Buyer of such breach and (ii) the Outside Date; provided, however, that Sellers may terminate this Agreement pursuant to this Section 6.1.4 only if no Seller is in material breach of this Agreement as of the date of such termination;
- 6.1.5 by Buyer, (i) if there shall be a material breach by Sellers of any representation or warranty, or any covenant, agreement, or obligation contained in this Agreement that would result in a failure of a condition set forth in Section 5.2 and which breach cannot be cured or has not been cured (or waived by Buyer) by the earlier of (a) ten (10) days after the giving of written notice by Buyer to Sellers of such breach and (b) the Outside Date; *provided*, *however*, that Buyer may terminate this Agreement pursuant to this Section 6.1.5(i) only if Buyer is not in material breach of this Agreement as of the date of such termination, or (ii) pursuant to Section 10.8;
- 6.1.6 by Sellers, if there shall be a material breach by Buyer of any representation or warranty, or any covenant, agreement, or obligation contained in this Agreement that would result in a failure of a condition set forth in Section 5.1 and which breach cannot be cured or has not been cured (or waived by Sellers) by the earlier of (i) ten (10) days after the giving of written notice by Sellers to Buyer of such breach and (ii) the Outside Date; *provided*, *however*, that Sellers may terminate this Agreement pursuant to this Section 6.1.6 only if no Seller is in material breach of this Agreement as of the date of such termination:
- 6.1.7 by Sellers or Buyer, if there shall be in effect a final nonappealable Order of a Governmental Authority of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions set forth in this Agreement;

- 6.1.8 by Sellers or Buyer, at the closing of any Alternative Transaction;
- 6.1.9 by Sellers or Buyer, if at the conclusion of the Auction, Buyer is not determined (in accordance with the Bidding Procedures Order) to be either (i) the Successful Bidder or (ii) a Back-up Bidder;
- 6.1.10 by Buyer, if the Bankruptcy Cases shall be dismissed or converted to a case under Chapter 7 of the Bankruptcy Code, or a Chapter 11 trustee has been appointed; or
- 6.1.11 by Buyer, if Sellers are unable to provide deeds for the Owned Real Property in a form acceptable to a title insurance company, resulting in Buyer being unable to obtain title insurance for the Owned Real Property.

6.2 <u>Procedure Upon Termination</u>.

- 6.2.1 Termination of this Agreement by either Buyer or Sellers shall be by delivery of a written notice to the other Party. Such notice shall state the termination provision in this Agreement that such terminating Party is claiming provides a basis for termination of this Agreement. Termination of this Agreement pursuant to the provisions of Section 6.1 shall be effective upon and as of the date of delivery of such notice as determined pursuant to Section 13.2.
- 6.2.2 If a Party waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfilment, non-observance or non-performance of any other condition, obligation or covenant in whole or in part.
- 6.2.3 If this Agreement is terminated by Sellers pursuant to Section 6.1.6, then Buyer and Sellers shall, within two (2) Business Days after the date of such termination, deliver joint written instructions ("Joint Written Instructions") to the Escrow Agent directing the Escrow Agent to deliver to Sellers an amount equal to the Deposit plus any accrued investment interest thereon, if any.
- 6.2.4 Except where this Agreement is terminated by Sellers pursuant to Section 6.1.6, if this Agreement is terminated pursuant to Section 6.1, then (i) Buyer and Sellers shall, within two (2) Business Days after the date of such termination, deliver Joint Written Instructions to the Escrow Agent directing the Escrow Agent to deliver to Buyer an amount equal to the Deposit plus any accrued investment interest thereon, if any, and (ii) Sellers shall pay Buyer, and Buyer shall be deemed to have earned, the Expense Reimbursement, which shall be paid within two (2) Business Days of the date of such termination.
- 6.2.5 The Expense Reimbursement shall constitute an administrative expense in the Bankruptcy Cases pursuant to Sections 507 and 503(b) of the Bankruptcy Code with priority over any and all administrative expenses of a kind specified in Sections 503(b) and 507(a) of the Bankruptcy Code and senior to all other super priority administrative expenses in the Bankruptcy Cases. Each Party acknowledges that the agreements contained in this Section 6.2.5 are an integral part of this Agreement and that, without these agreements, the other Party would not enter into this Agreement. Sellers acknowledge that this Section 6.2.5 is a condition precedent to Buyer's execution of this Agreement and is necessary to ensure that Buyer will continue to pursue the proposed acquisition of the Acquired Assets, and Sellers further acknowledge that the Expense Reimbursement, if payable hereunder, (w) constitutes actual and necessary costs and expenses of preserving Sellers' estates, within the meaning of Section 503(b) of the Bankruptcy Code, (x) are of substantial benefit to Sellers' estates by, among other things, establishing a bid standard or minimum for other bidders and placing estate property in a sales configuration mode attracting

other bidders to a potential auction, (y) are reasonable and appropriate, including in light of the size and nature of the sale of the Acquired Assets by Sellers to Buyer contemplated hereby and the efforts that have been or will be expended by Buyer, notwithstanding that such sale is subject to higher and better offers, and (z) were negotiated by the Parties at arm's-length and in good faith.

- 6.3 <u>Effect of Termination</u>. In the event that this Agreement is validly terminated as provided herein prior to the Closing, then each Party shall (i) redeliver all documents, work papers and other material of any other Party relating to the transactions set forth herein, whether so obtained before or after the execution hereof, to the Party furnishing the same, and (ii) be relieved of its duties, covenants, agreements, and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Buyer or Sellers; *provided*, *however*, that the covenants, agreements and obligations of the Parties set forth in <u>Section 6.2</u>, this <u>Section 6.3</u>, and <u>Section 13</u> shall survive any such termination and shall be enforceable hereunder.
- 7. <u>Sellers' Representations and Warranties</u>. Sellers, jointly and severally, hereby represent and warrant to Buyer that the following statements are true, correct and complete as of the Effective Date, and will be true, correct and complete as of the Closing Date:
- 7.1 Organization and Qualification. Such Seller is duly formed, validly existing, and in good standing under the Laws of its State of organization with all requisite limited liability company power and authority to own and operate such of the Acquired Assets as are owned and operated by such Seller in connection with the conduct of the Business as presently conducted. Schedule 7.1 sets forth the jurisdictions in which each Seller is qualified to do business. Sellers are duly licensed or qualified to do business as foreign limited liability companies, and are in good standing under the Law of each other jurisdiction under which such licensing or qualification is necessary pursuant to applicable Law, except where the failure to be so licensed, qualified or in good standing would not reasonably be expected to result in a Material Adverse Effect.
- 7.2 <u>Due Authorization</u>. The execution and delivery of this Agreement and the other Transaction Documents to which such Seller is a party, the performance by such Seller of its obligations hereunder and thereunder, and the consummation of each of the transactions contemplated hereunder and thereunder have been duly authorized by all requisite limited liability company action on the part of such Seller, and, subject to entry of the Approval Order, no other authorization or proceedings on the part of such Seller is required therefor. Such Seller has the right, power, authority, and legal capacity to enter into and perform this Agreement and the other Transaction Documents to which such Seller is a party, and this Agreement and such Transaction Document to which such Seller is a party constitute the valid and binding agreement of such Seller, enforceable against such Seller in accordance with their terms, subject to the approval of the Bankruptcy Court.
- 7.3 No Conflict. Neither the execution and delivery of this Agreement by such Seller, the consummation of the transactions contemplated by this Agreement and the other Transaction Documents to which such Seller is a party, nor compliance by such Seller with any of the provisions thereof, after giving effect to the Approval Order, will conflict with, or result in any violation or breach of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation, or acceleration of any obligation or to loss of a monetary, economic, or other material benefit under, or give rise to any obligation of such Seller to make any payment under, or to the increased, additional, accelerated, or guaranteed rights or entitlements of any Person under, or result in the creation of any Encumbrances upon any of the Acquired Assets under any provision of (i) the Organizational Documents of such Seller, (ii) any Contract or Permit to which such Seller is a party, (iii) any Order, or (iv) any applicable Law, except

22

in each case of clauses (ii) through (iv), where such violation, breach or default would not reasonably be expected to result in a Material Adverse Effect.

- Taxes. Except as disclosed on Schedule 7.4, all income and other material Tax 7.4 Returns of each Seller required by Law to be filed have been duly and timely filed and each Seller has paid all Taxes required to be paid by such Seller (whether or not shown on any Tax Return). All Tax Returns of each Seller were prepared and filed in accordance with all Laws, and are true, accurate and complete in all material respects. Each Seller has collected or withheld and timely remitted all Taxes required to have been collected or withheld and remitted pursuant to applicable Tax Laws. There is no Action commenced, ongoing, pending, or threatened in writing against any Seller respect to any Taxes. No Tax assessment, deficiency, or adjustment has been asserted in writing by any Governmental Authority against any Seller that has not been fully paid, resolved, or satisfied. There is not in force any waiver or agreement for any extension of time for any statute of limitation or for the assessment or payment of any Tax with respect to any Seller. No written claim has been made by any Governmental Authority in any jurisdiction where any Seller does not file Tax Returns that such Seller is, or may be, subject to Tax by that jurisdiction. Except for Encumbrances for Taxes that are not yet delinquent, there are no Encumbrances for Taxes on any of the Acquired Assets, and no written claim for unpaid Taxes has been made by any Governmental Authority that could give rise to any such Encumbrance. None of the Acquired Assets includes any stock, partnership interests, limited liability company interests, legal or beneficial interests, or any other equity interests in or of any Person, and none of the Acquired Assets is subject to any Tax partnership agreement or provisions requiring a partnership income Tax Return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code.
- 7.5 <u>Brokers.</u> Other than Armory Securities, LLC, no broker, finder, investment banker, or other Person is entitled to any brokerage, finder's, or other fee or commission from Sellers in connection with any of the transactions contemplated by this Agreement. Except as provided in <u>Section 3.2.7</u>, the obligations and Liabilities for the payment of all amounts due to Armory Securities, LLC hereunder shall be borne solely by Sellers.
- 8. <u>Buyer's Representations and Warranties</u>. Buyer hereby represents and warrants to Sellers that the following statements are true, correct and complete as of the Effective Date, and will be true, correct and complete as of the Closing Date:
- 8.1 <u>Organization and Qualification</u>. Buyer is duly incorporated or formed, validly existing, and in good standing under the Laws of the State of Delaware, and has all requisite power and authority to acquire the Acquired Assets, to enter into this Agreement and the other Transaction Documents, and to perform its obligations hereunder and thereunder.
- 8.2 <u>Due Authorization</u>. The execution and delivery of this Agreement and the other Transaction Documents by Buyer, the performance by Buyer's obligations hereunder and thereunder, and the consummation of each of the transactions contemplated hereunder and thereunder have been duly authorized by all requisite action on the part of Buyer, and, subject to entry of the Approval Order, no other authorization or proceedings on the part of Buyer is required therefor. Buyer has the right, power, authority, and legal capacity to enter into and perform this Agreement and the other Transaction Documents, and this

23

Agreement and the other Transaction Documents constitute the valid and binding agreement of Buyer, enforceable against Buyer in accordance with their terms, subject to the approval of the Bankruptcy Court.

- 8.3 <u>Ability to Close and Perform</u>. On the Closing Date, Buyer will have sufficient liquid assets available to Buyer to pay the Closing Date Payment on the Closing Date and to pay and perform the Assumed Liabilities.
- 8.4 <u>Solvency</u>. Buyer is not entering into this Agreement and the transactions contemplated hereby with the actual intent to hinder, delay or defraud either present or future creditors. Assuming that the representations and warranties of Sellers contained in this Agreement are true and correct in all material respects, and after giving effect to the transactions contemplated herein, at and immediately after the Closing, Buyer (i) will be solvent (in that both the fair value of its assets will not be less than the sum of its debts and that the present fair saleable value of its assets will not be less than the amount required to pay its probable liability on its recourse debts as they mature or become due), (ii) will have adequate capital and liquidity with which to engage in its business and (iii) will not have incurred and does not plan to incur debts beyond its ability to pay as they mature or become due.
- 8.5 <u>Brokers</u>. No broker, finder, investment banker, or other Person is entitled to any brokerage, finder's, or other fee or commission from Buyer in connection with any of the transactions contemplated by this Agreement.
- "AS IS" "WHERE IS" TRANSACTION. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 7 ABOVE, SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND BUYER IS NOT RELYING ON ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ACQUIRED ASSETS INCLUDING EXPENSES TO BE INCURRED IN CONNECTION WITH THE ACQUIRED ASSETS, THE PHYSICAL CONDITION OF ANY PERSONAL PROPERTY COMPRISING A PART OF THE ACQUIRED ASSETS OR WHICH IS THE SUBJECT OF ANY OTHER LEASE OR OTHER CONTRACT TO BE ASSUMED BY BUYER AT THE CLOSING, THE ENVIRONMENTAL CONDITION OR OTHER MATTERS RELATING TO THE PHYSICAL CONDITION OF ANY REAL PROPERTY OR IMPROVEMENTS WHICH ARE THE SUBJECT OF ANY REAL PROPERTY LEASE TO BE ASSUMED BY BUYER AT THE CLOSING, THE ZONING OF ANY SUCH REAL PROPERTY OR IMPROVEMENTS, THE VALUE OF THE ACQUIRED ASSETS (OR ANY PORTION THEREOF), THE TRANSFERABILITY OF PROPERTY, THE TERMS, AMOUNT, VALIDITY ENFORCEABILITY OF ANY ASSUMED LIABILITIES, THE MERCHANTABILITY OR FITNESS OF THE PERSONAL PROPERTY OR ANY OTHER PORTION OF THE ACQUIRED ASSETS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO THE ACQUIRED ASSETS OR ANY PORTION THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLERS HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE ACQUIRED ASSETS. BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE ACQUIRED ASSETS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE ACQUIRED ASSETS AS BUYER DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE ACQUIRED ASSETS, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 7, BUYER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 7 ABOVE, BUYER WILL ACCEPT THE ACQUIRED ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS." FURTHERMORE BUYER HEREBY EXPRESSLY

ACKNOWLEDGES THAT THE ASSIGNMENT AND ASSUMPTION OF THE ASSUMED CONTRACTS FORMING PART OF THE ACQUIRED ASSETS WILL BE CONSUMMATED IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT NOTWITHSTANDING ANY AND ALL OUTSTANDING DEFAULTS AND OTHER CLAIMS FOR FAILURES TO COMPLY WITH THE PROVISIONS OF SUCH CONTRACTS, CERTAIN OF WHICH DEFAULTS OR CLAIMS MAY NOT BE SUBJECT TO CURE OR WAIVER.

10. Conduct and Transactions Prior to Closing.

10.1 <u>Access to Records and Properties of Sellers</u>. From and after the Effective Date until the Closing Date, Sellers shall, upon reasonable advance notice, afford to Buyer's officers, independent public accountants, counsel, consultants and other representatives, reasonable access during normal business hours to the Acquired Assets and all records pertaining to the Acquired Assets. Buyer, however, shall not be entitled to access to any materials containing privileged communications.

10.2 Operation of Business Pending Closing.

10.2.1 From and after the Effective Date until the Closing Date, Sellers shall (i) operate the Business in the ordinary course of business and in accordance with good industry practice, (ii) use commercially reasonable efforts to preserve intact the Acquired Assets, the Business, and each Seller's relationships with Employees and other Persons having any dealings in respect of the foregoing (including by continuing to make payments to equipment lessors, capital lease lessors and Real Property lessors in the ordinary course of business and in accordance with past practices), and (iii) not sell, lease, encumber or otherwise dispose of all or any portion of any Acquired Assets, except for sales in the ordinary course of business.

10.2.2 Without limiting the foregoing, from and after the Effective Date until the Closing Date, Sellers (i) shall operate in the ordinary course of business with regards to collecting accounts receivable and (ii) will not engage in any practice primarily intended to accelerate the collection of accounts receivable earlier than the standard payment terms, including offering early payment discounts or offering other similar early payment incentives. For purposes of the Closing condition in Section 5.2.1(ii), this covenant will not have been performed in all material respects if the aggregate violations of this covenant after the Original Effective Date result in the early collection of accounts receivable in excess of \$250,000.

10.3 Bankruptcy Court Matters.

10.3.1 This Agreement is subject to approval by the Bankruptcy Court. Both Buyer's and Sellers' obligations to consummate the transactions contemplated in this Agreement, including the assumption and assignment of the Assumed Contracts to Buyer, are conditioned upon the Bankruptcy Court's entry of the Approval Order.

10.3.2 This Agreement is subject to the consideration by Sellers of higher or better competing bids (each a "Competing Bid"). From the Effective Date and until the designation of a Successful Bidder, Sellers are permitted to cause their Representatives and Affiliates to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Buyer and its Affiliates, agents and Representatives) in connection with any sale or other disposition of the Acquired Assets. In addition, Sellers may respond to any inquiries or offers to purchase all or any part of the Acquired Assets or equity interests in Sellers and perform any and all other acts related thereto that are required under the Bankruptcy Code, the Bidding Procedures Order or other applicable Law, including supplying information relating to the Business and the assets of Sellers or any of their Affiliates to prospective purchasers.

10.3.3 Sellers will seek to have the Sale Hearing by no later than May 12, 2025 (or another date acceptable to Buyer) at which Sellers will seek entry of an order acceptable in form and substance to Buyer (the "Approval Order") that (i) approves the sale of the Acquired Assets to Buyer on the terms and conditions set forth in this Agreement and authorizes Sellers to proceed with the sale of the Acquired Assets to Buyer on the terms and conditions set forth in this Agreement, (ii) includes a specific finding that Buyer is a good faith purchaser of the Acquired Assets within the meaning of Section 363(m) of the Bankruptcy Code and is entitled to the protections of Section 363(m) of the Bankruptcy Code, (iii) states that the sale of the Acquired Assets to Buyer shall be free and clear of all Encumbrances (other than Permitted Exceptions), and (iv) approves Sellers' assumption and assignment to Buyer of the Assumed Contracts pursuant to Section 365 of the Bankruptcy Code subject to Buyer's ability to demonstrate to the Bankruptcy Court adequate assurance of future performance under the Assumed Contracts as described in Section 10.3.1. Buyer shall provide a copy of such financial information as may be required by the Bankruptcy Court and/or counterparties to each of the Assumed Contracts to demonstrate Buyer's ability to assume, or to take an assignment of, the Assumed Contracts.

10.3.4 Sellers and Buyer agree that, in the event that Buyer is not the Successful Bidder at the Auction, and the Alternative Transaction with the Successful Bidder does not close, if Buyer is designated the Back-up Bidder, Buyer shall promptly consummate the transactions set forth in this Agreement upon the terms and conditions as set forth herein, including the Purchase Price as the same may be modified by Buyer at the Auction: *provided*, *however*, that Buyer's obligation to remain as the Back-up Bidder shall terminate upon the earlier of: (i) the closing of the Alternative Transaction with the Successful Bidder, and (ii) the Outside Date. Buyer acknowledges that time is of the essence in achieving Closing and shall undertake all commercially reasonable efforts to reach Closing in a timely manner.

- 10.4 <u>Waiver of Bulk Sales Laws</u>. To the greatest extent permitted by applicable Law, Buyer and Sellers hereby waive compliance by Buyer and Sellers with the terms of any bulk sales or similar Laws in any applicable jurisdiction in respect of the transactions contemplated by this Agreement. Buyer shall indemnify Sellers from and hold Sellers harmless from and against any Liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of (i) the Parties' failure to comply with any such bulk sales Laws in respect of the transactions contemplated by this Agreement or (ii) any action brought or levy made as a result thereof. The Approval Order shall exempt Sellers and Buyer from compliance with any such Laws.
- Non-Recourse. No past, present or future director, officer, manager, employee, incorporator, stockholder, agent, attorney or representative of the Parties, in such capacity (any such Person in such capacity, a "No Recourse Party"), shall have any liability or obligation with respect to this Agreement or the transactions contemplated hereby, or with respect to any claim or cause of action that may arise out of this Agreement or the transactions contemplated hereby, or the negotiation, execution or performance of this Agreement or the transactions contemplated hereby; in each case except for any claim or cause of action against a No Recourse Party (x) arising out of or in connection with the fraud, bad faith or willful misconduct of such No Recourse Party, including in connection with this Agreement or any other Transaction Document, or (y) otherwise expressly permitted to be brought against a No Recourse Party pursuant to any other Transaction Document, as applicable.
- 10.6 <u>Pre-And Post-Bankruptcy Cooperation</u>. Sellers agree to cooperate with Buyer, before and after the Closing, to enable Buyer to move, liquidate and or otherwise dispose of Acquired Assets located on or used in association with owned and leased real property which is not part of the Acquired Assets; *provided*, *however*, that Buyer shall pay all rent on all properties being used by Buyer during the period of such use which are subject to leases which are not yet been assumed and assigned to Buyer. Without limiting the foregoing, at the request of Buyer, Sellers shall seek Orders of the Bankruptcy Court, as Buyer may request, extending the deadline to assume or reject leases, *provided* that Buyer shall

pay the rent required under such leases prior to assumption of rejection of such leases. Notwithstanding anything contained herein to the contrary, to the extent any cooperation of Sellers is required or requested by Buyer from and after the Closing Date, all costs and expenses associated with such cooperation shall be borne by Buyer.

- Buyer may designate any Contract of a Seller not listed on Schedule 1.1.12 as an Assumed Contract and upon receipt of any such notice Sellers shall use commercially reasonable efforts to effect the assumption and assignment of such Contract by the applicable Seller in accordance with the Bankruptcy Code and such Contract shall become an Assumed Contract and transferred and conveyed to Buyer. Notwithstanding anything herein to the contrary, Buyer may amend the list of Assumed Contracts on Schedule 1.1.12 by excluding or including one or more Contracts at any time prior to two (2) days before the Sale Hearing. Any Contracts that are not set forth on Schedule 1.1.12, as such schedule may be amended from time to time as provided in this Section 10.7, on the date that is two (2) days prior to the Sale Hearing, shall be an Excluded Asset for all purposes herein. In the event the Bankruptcy Court enters an Order providing that a Disputed Cure Claim exceeds the amount of the Cure Claim set forth in any Cure Notice, then Buyer shall have the right, within five (5) days after the entry of the Order, to designate that Contract as an Excluded Asset.
- Casualty Loss Prior to Closing. If, between the Original Effective Date and the 10.8 Closing, any substantial portion of the Acquired Assets are materially damaged or destroyed by fire, storm or other casualty or if any substantial portion of the Real Property is taken by condemnation or under the right of eminent domain (all of which are herein called "Casualty Loss"), Sellers shall notify Buyer promptly after Sellers learn of such event. If any Casualty Loss, individually or collectively with other Casualty Losses, is estimated in good faith by an independent third-party appraiser to result in replacement or repair costs and expenses that exceed amounts available under Sellers' insurance policies, if any (to the extent Buyer receives such proceeds), by \$5,000,000 or more, then Buyer, in its sole discretion, shall thereafter have the right to terminate this Agreement. Sellers shall have the right, but not the obligation, to cure a Casualty Loss that consists of property damage by repairing the affected Acquired Asset no later than the Closing Date. If any uncured Casualty Loss exists at the Closing, Buyer shall proceed to purchase the Acquired Asset affected thereby, and upon receipt of the Closing Date Payment, Sellers shall promptly pay to Buyer all sums paid to Sellers by third Persons by reason of the damage or taking of such Acquired Asset, and to the extent Sellers are not contractually prohibited from doing so, Sellers shall assign, transfer and set over unto Buyer all of the right, title and interest of Sellers in and to any claims, unpaid proceeds or other payments or rights to receive payments from third Persons arising out of such damage or taking.
- 10.9 <u>Pay-Off Letters</u>. At least three (3) Business Days prior to the Closing, Sellers shall deliver, or cause to be delivered, to Buyer, Pay-Off Letters with respect to each of the capital leases set forth on <u>Schedule 3.3</u> (the "*Repaid Debt*"), which Pay-Off Letters shall, taken together, reflect the aggregate amount that is necessary to repay and retire all of the Repaid Debt.

11. <u>Employment and Labor Matters</u>.

11.1 Employees.

11.1.1 Sellers have provided to Buyer a list of all Employees (including title, department, location, and hire date) and the total compensation (including rate of pay (base salary or hourly rate), bonuses, commissions, incentive compensation and any other compensation) received by each Employee for the calendar year ending December 31, 2024 and for the three months ending March 31, 2025. Sellers will terminate the employment of all Employees effective as of the Closing Date and will comply with all applicable agreements and Laws relating to such termination of employment. Buyer shall

offer employment (subject to compliance with reasonable and customary hiring practices) to substantially all Employees prior to the Closing Date. The Employees who accept such offer of employment and become employees of Buyer are hereinafter referred to as "*Transferred Employees*."

- 11.1.2 On the Closing Date, Buyer shall, or shall cause one of its Affiliates to, provide the Transferred Employees with, at a minimum, a rate of pay that is, in the aggregate, no less favorable than such rate of pay as in effect prior to the Closing Date.
- 11.1.3 Except for the Assumed PTO Obligations, Sellers shall be responsible for the payment of all wages and other remuneration due to Transferred Employees accrued and unpaid as of the Closing Date. Buyer shall be responsible for the payment of all wages and other remuneration due to Transferred Employees with respect to their services as employees of the Buyer on and after the Closing Date and any termination or severance payments due to Transferred Employees under termination or severance programs or plans, if any, that may be maintained by Buyer by reason of any events occurring on or after the Closing Date.
- 11.1.4 Pursuant to the "Standard Procedure" provided in Section 4 of Revenue Procedure 2004-53, 2004-2 CB 320, (i) Buyer and Sellers shall report on a predecessor/successor basis as set forth therein, (ii) Sellers will not be relieved from filing a Form W 2 with respect to any Employees, and (iii) Buyer will undertake to file (or cause to be filed) a Form W 2 for each Transferred Employee with respect to the portion of the year during which such Transferred Employees are employed by Buyer that includes the Closing Date, excluding the portion of such year that such Transferred Employee was employed by a Seller.
- 11.1.5 Sellers shall be responsible for timely providing any notices as required under federal, state, or local Law, including the Worker Adjustment Retraining Notification Act of 1988, as amended (collectively, "WARN Laws"), as a result of the transactions contemplated to occur on or prior to the Closing Date by this Agreement, and as determined in consultation with Buyer. Buyer will be responsible for and shall assume all liability of Sellers under WARN Laws, including, without limitation (i) providing any required notices under WARN Laws and for payment of any severance, salary, benefits or other amounts due in connection with WARN Laws whether such notice was sent before or after the Closing Date or whether such notice was sent by Sellers, in consultation with Buyer, or by Buyer and (ii) any violations of WARN Laws resulting from the terminations of employment occurring in connection with the transactions contemplated by this Agreement.
- 11.1.6 Nothing contained in this <u>Section 11</u> or elsewhere in this Agreement shall be construed to confer any rights or remedies to any Person, including any Transferred Employees as a third party beneficiary of this Agreement.

11.2 <u>Employee Benefits</u>.

- 11.2.1 Nothing contained in this <u>Section 11</u> or elsewhere in this Agreement shall be construed to prevent the termination of employment of any individual Transferred Employee or any change in the particular employee benefits available to any individual Transferred Employee.
- 11.2.2 Except as otherwise provided in this <u>Section 11</u> and subject to <u>Section 11.2.4</u> below, Buyer may, in its sole discretion, by written notice to Sellers prior to the Closing Date, elect to assume sponsorship of and Liability under any Benefit Plans (collectively, the "*Transferred Plans*").

- 11.2.3 Buyer shall pay or honor in the ordinary course all Liabilities with respect to Transferred Employees attributable to their accrued and unused vacation, sick days and personal days, in each case, through the Closing Date (the "Assumed PTO Obligations"). Except with respect to any Transferred Plans, the Transferred Employees shall cease participation in all Benefit Plans as of the Closing Date.
- 11.2.4 Buyer may, in its sole discretion, assume sponsorship of any or all Benefit Plans intended to qualify under Section 401(a) of the Code (the "*Qualified Plans*") by written notice to Sellers at least five (5) Business Days prior to the Closing Date. If Buyer has not exercised its right to assume any or all of the Qualified Plans by such date, the applicable Seller shall adopt a resolution terminating any and all Qualified Plans not being assumed by Buyer immediately prior to the Closing Date and such Seller shall administer the wind-up of such terminating plans.
- 11.2.5 Buyer shall, or shall cause its Affiliates to, assume all obligations to provide continuation health care coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, to all Transferred Employees and their qualified beneficiaries and any "M&A qualified beneficiaries" (as defined in Q&A-4 of Treas. Reg. §54.4980B-9) who incur or incurred a qualifying event at any time, including all obligations with respect to all health claims incurred on or after the Closing Date.
- 11.3 <u>Transfer of Employee Records</u>. As of the Closing Date, Buyer shall assume and take possession of all Employee records, including but not limited to, personnel files, payroll records, and legally required employment documentation (the "*Employee Records*"). Sellers shall provide Buyer with full access to such records prior to the Closing.

11.4 <u>I-9 Forms and Employment Verification Responsibilities.</u>

- 11.4.1 Buyer agrees to assume custody of and responsibility for all existing Form I-9, Employment Eligibility Verification records (the "*I-9 Records*") for all Employees continuing employment with Buyer post-Closing, to the fullest extent permitted by Law. Buyer acknowledges that it shall be responsible for maintaining such records pursuant to the Immigration Reform and Control Act of 1986 (IRCA) and applicable Department of Homeland Security (DHS) regulations.
- 11.4.2 The Parties intend and acknowledge that this transaction constitutes a continuation of employment for Employees retained by Buyer for the purpose of immigration Law compliance and the I-9 Records, such that new I-9 forms shall not be completed for such Employees, unless later required by the U.S. Citizenship and Immigration Services (USCIS) and/or DHS.
- 11.4.3 In the event that DHS or any other Governmental Authority determines that new I-9s are required, Buyer shall take reasonable steps to complete and verify new I-9 forms within the required timeframe. Sellers shall cooperate in providing any necessary historical employment documentation to support such compliance.

12. <u>Post-Closing Matters</u>.

12.1 Use of Names.

12.1.1 Sellers agree that, except as set forth in this <u>Section 12.1</u>, after the Closing, Sellers will have, no right, title, interest, license or any other right whatsoever in the names "TreeSap" or "Everde" and any names (including domain names) related thereto or containing or comprising the foregoing, including all contractions, abbreviations, derivations, translations or transliterations of these

names or any names or trademarks confusingly similar thereto, or likely to be confusingly similar thereto, or dilutive thereof (collectively, "Seller Marks").

- 12.1.2 Except for purposes of the legal proceedings contemplated by the Bankruptcy Cases, Sellers shall cease to use the Seller Marks after the Closing. As promptly as reasonably commercially practicable after the entry of an Order of the Bankruptcy Court confirming the Debtors' bankruptcy plan, but in no event later than two (2) months after such date, Sellers shall change their names to remove the word "TreeSap" or any other Seller Mark or any derivations or translation thereof, including filings with the applicable Governmental Authority of each jurisdiction in which the ownership or the operation of the Business or the character of its activities is such as to require any Seller to be licensed or qualified in such jurisdiction.
- 12.2 <u>Transition Services</u>. For up to six (6) months after the Closing Date, Buyer will make available to Sellers employees of Buyer as reasonably requested by Sellers to assist in office and administrative functions in connection with Sellers' winding down activities. Such employees will be made available during normal working hours at no cost to Sellers. For the avoidance of doubt, Buyer will not be required to hire any additional employees to provide the assistance contemplated by this <u>Section 12.2</u>.
- 12.3 <u>KERP/KEIP Motion</u>. The Debtors shall withdraw the KERP/KEIP Motion no later than three (3) days after the Closing Date.

13. Miscellaneous.

- 13.1 <u>Reasonable Access to Records.</u> So long as the Bankruptcy Cases are pending, following the Closing, Buyer shall provide Sellers and Sellers' counsel and other professionals employed in the Bankruptcy Cases with reasonable access to all Documents relating to the Acquired Assets for the purpose of the continuing administration of the Bankruptcy Cases (including the pursuit of any avoidance, preference or similar actions), which access shall include (i) the right of Sellers' professionals to copy, at Sellers' expense, such documents and records as Sellers or Sellers' may request in furtherance of the purposes described above, and (ii) Buyer's copying and delivering to Sellers or Sellers' professionals such documents or records as Sellers or Sellers' professionals may request, but only to the extent Sellers or Sellers' professionals furnish Buyer with reasonably detailed written descriptions of the materials to be so copied and Sellers reimburse Buyer for the reasonable costs and expenses thereof.
- 13.2 <u>Notices</u>. Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing (including email), or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing. Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this paragraph.

To Sellers: c/o: The Keystone Group.

Attention: Bret Jacobs, Chief Restructuring Officer

6060 Center Dr. Suite 1000 Los Angeles, CA 90045 Phone: 213-758-8999

Email: bjacobs@thekeystonegroup.com

With a mandatory copy (that will not

constitute notice) to: Hunton Andrews Kurth LLP

600 Travis Street, Suite 4200

Attention: Tad Davidson, Joseph Rovira Phone: 713-220-3810, 713-220-4609 Email: taddavidson@Hunton.com; josephrovira@Hunton.com

To Buyer: TYFCO LLC

Phone: 713-613-5600

Email: jsaperstein@everde.com

With a mandatory copy (that will not constitute notice)

to: Reed Smith LLP

1221 McKinney Street, Suite 2100

Houston, Texas 77010 Attention: Paul Moak Phone: 713-469-3800

Email: pmoak@reedsmith.com

- 13.3 Entire Agreement. Except to the extent expressly set forth otherwise herein, in any other Transaction Document, or in any other written instrument signed by each party to be bound thereby which makes reference to this Agreement, this Agreement and all Exhibits and Schedules attached hereto and referenced herein, together with all of the other Transaction Documents, embodies the entire agreement in relation to the subject matter hereof, and no representations, warranties, covenants, understandings, agreements, or otherwise in relation thereto exist between or among the Parties. Without limiting the foregoing, this Agreement expressly supersedes and amends and restates in its entirety the Amended and Restated Asset Purchase Agreement, dated April 15, 2025, among the Parties.
- 13.4 <u>Modification</u>. This Agreement may only be modified, amended or supplemented only by a written instrument duly executed by all the Parties.
- 13.5 <u>Closing Date</u>. All actions to be taken on the Closing pursuant to this Agreement shall be deemed to have occurred simultaneously, and no act, document, or transaction shall be deemed to have been taken, delivered, or effected until all such actions, documents, and transactions have been taken, delivered, or effected
- 13.6 <u>Captions</u>. All captions and headings contained in this Agreement are for convenience of reference only and shall not be construed to limit or extend the terms or conditions of this Agreement.
- 13.7 <u>Further Assurances</u>. Each Party will execute, acknowledge and deliver any further assurance, documents, and instruments reasonably requested by any other Party for the purpose of giving effect to the transactions contemplated herein or the intentions of the Parties with respect thereto. In furtherance of the foregoing, Sellers agree from time to time, upon request from Buyer, to (i) transfer, without any further consideration, any assets of Sellers, and (ii) assume and assign any leases and executory contracts, that were not included hereunder as Acquired Assets, which assets were used in or useful in the Business as the Business was conducted at the Closing.
- 13.8 <u>Waiver</u>. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of other provisions, whether or not similar, nor shall any waiver constitute a

continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver; *provided*, *however*, that the consent of a Party to the Closing shall constitute a waiver by such Party of any conditions to Closing not satisfied as of the Closing Date.

- 13.9 <u>Payment of Fees and Expenses</u>. Except as expressly provided in this Agreement, each Party shall be responsible for, and shall pay, all of such Party's own fees and expenses, including those of such Party's counsel, incurred in the negotiation, preparation and consummation of this Agreement and the transactions described herein.
- 13.10 <u>Survival</u>. Except for the covenants and agreements to be performed after the Closing Date, none of the respective representations, warranties, covenants, and agreements of Sellers and Buyer herein, or in any certificates or other documents delivered prior to or at the Closing, shall survive the Closing.
- 13.11 <u>Assignments</u>. This Agreement shall not be assigned by any Party without the prior written consent of Buyer, in the case of any assignment by Sellers, or Sellers, in the case of any assignment by Buyer; *provided*, *however*, Buyer shall be permitted to assign this Agreement (or any portion thereof) without prior written consent of Sellers to an Affiliate of Buyer.
- 13.12 <u>Binding Effect</u>. This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the Parties.
- 13.13 <u>Applicable Law</u>. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL BANKRUPTCY LAW, TO THE EXTENT APPLICABLE, AND WHERE STATE LAW IS IMPLICATED THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES THEREOF, INCLUDING AS TO MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE.
- 13.14 <u>Good Faith</u>. Each Party agrees to do all acts and execute all documents required to carry out the terms of this Agreement and to act in good faith with respect to the terms and conditions contained herein before and after the Closing.
- 13.15 <u>Construction</u>. In the interpretation and construction of this Agreement, the Parties acknowledge that the terms hereof reflect extensive negotiations between the Parties and that this Agreement shall not be deemed, for the purpose of construction and interpretation, drafted by any Party.
- 13.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement, and the execution of a counterpart of the signature page to this Agreement shall be deemed the execution of a counterpart of this Agreement. This Agreement may also be executed through the use of electronic signature, which each Party acknowledges and agrees is a lawful means of obtaining signatures in the United States. The delivery of this Agreement and the Parties' executed counterpart signature pages hereto may be made by e-mail transmission of a PDF document, and such signatures shall be treated as original signatures for all applicable purposes.
- 13.17 <u>Time is of the Essence</u>. Time is of the essence in this Agreement, and all of the terms, covenants and conditions hereof.
- 13.18 <u>BANKRUPTCY COURT JURISDICTION</u>. BUYER AND SELLERS AGREE THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL

DISPUTES AND OTHER MATTERS RELATING TO (i) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT OR ANY TRANSACTION DOCUMENT EXECUTED PURSUANT TO THIS AGREEMENT; OR (ii) THE ACQUIRED ASSETS AND ASSUMED LIABILITIES ASSUMED PURSUANT TO OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION DOCUMENT EXECUTED PURSUANT TO THIS AGREEMENT, AND BUYER EXPRESSLY CONSENTS TO AND AGREES NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION AND TO THE ENTRY OF FINAL ORDERS AND JUDGMENTS BY THE BANKRUPTCY COURT IN THE BANKRUPTCY CASES. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLERS:

TREESAP FARMS, LLC

By: Bret Jacobs

Title: Authorized agnatory

TSH OPCO, LLC

Authorized Signatory

TSV OPCO, LLC

TSV RECO, LLC

Name: Bret Jacobs

Authorized Signatory

TREESAP FLORIDA, LLC

Authorized Signatory

BUYER:

TYFCO LLC

By: Jonathan Saperstein

Name: Jonathan Saperstein

Title: President

DISCLOSURE SCHEDULES

to

SECOND AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

AMONG

TYFCO LLC,

as Buyer,

AND

TREESAP FARMS, LLC,

TSH OPCO, LLC,

TSV OPCO, LLC,

TSV RECO, LLC,

and

TREESAP FLORIDA, LLC,

Debtors-in-Possession,

as Sellers

Dated as of April 24, 2025

INTRODUCTION

Reference is made to that certain Second Amended and Restated Asset Purchase Agreement, dated as of April 24, 2025 (the "Purchase Agreement") by and among (i) TYFCO LLC, a Delaware limited liability company (including all designee(s), assignee(s), or nominee(s) of Buyer (if any), collectively, "Buyer"), and each of (ii) TreeSap Farms, LLC, a Texas limited liability company ("TreeSap"), (iii) TSH Opco, LLC, a California limited liability company, (iv) TSV Opco, LLC, a California limited liability company, and (vi) TreeSap Florida, LLC, a Texas limited liability company (collectively, "Sellers" and each a "Seller"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement. Buyer and Sellers may each, individually, be hereinafter referred to as a "Party" and, collectively as the "Parties".

The following shall constitute the Schedules referred to in the Purchase Agreement (the "Schedules"). Matters reflected in the Schedules are not necessarily limited to matters required by the Purchase Agreement to be reflected in the Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. Disclosure of a matter on the Schedules shall not be deemed to constitute an acknowledgment that such information is required to be disclosed in connection with the representations and warranties made in the Purchase Agreement, nor shall such information be deemed to establish a standard of materiality. Any disclosure made by a Party in the Schedules with reference to any section or schedule of the Purchase Agreement shall be deemed to be a disclosure with respect to all other sections or schedules to which the relevance of such disclosure is reasonably apparent on its face.

The following Schedules are qualified in their entirety by reference to the specific provisions of the Purchase Agreement, and are not intended to constitute, and shall not be construed as constituting, additional representations or warranties of the Sellers, except as and to the extent provided in the Purchase Agreement. The Schedules may include items and information that are not "material," and such inclusion will not be deemed to be an acknowledgment or agreement that any such item or information (or any non-disclosed item or information of comparable or greater significance) is "material" and will not be used as a basis for interpreting the terms "material," "materially," "materiality," Material Adverse Effect or any word or phrase of similar import used in the Agreement. Additionally, the specification of any dollar amount in the representations or warranties contained in the Agreement or the inclusion of any specific item in any Schedule is not intended to imply that such amounts, or higher or lower amounts or the items so included or other items, are or are not material, and no Party shall use the fact of the setting of such amounts or the inclusion of any such item in any dispute or controversy as to whether any obligation, items or matter not described in the Agreement or included in a Schedule is or is not material for purposes of the Agreement. Any disclosure in these Schedules that refers to a document is qualified in its entirety by reference to the text of such document, including all amendments, exhibits, schedules and other attachments thereto.

Headings have been inserted on the sections of the Schedules for convenience of reference only, shall not constitute a part of these Schedules or the Purchase Agreement, and shall to no extent have the effect of amending or changing the express description of the Sections as set forth in the Purchase Agreement.

SCHEDULES

Schedule 1.1.12	Assumed Contracts
Schedule 1.1.14	Assumed Permits
Schedule 1.1.106	Titled Vehicles and Trailers
Schedule 2.1.1	Owned Real Property
Schedule 2.1.2	Leased Real Property
Schedule 2.2.2	Specified Excluded Assets
Schedule 3.2.5	Specified Assumed Liabilities
Schedule 3.3	Specified Excluded Liabilities
Schedule 7.1	Foreign Qualifications
Schedule 7.4	Taxes

Schedule 1.1.12

Assumed Contracts

#	Name of Agreement	Effective	TreeSap Party	Counterparty
		<u>Date</u>		
1.	Amended and Restated	3.27.2023	TreeSap	Avtech Capital, LLC
	Lease Schedule No.		Farms, LLC	
	TRSF_001, pursuant to that			
	certain Master Lease			
	Agreement No. 2059311	12 20 2021	F	1.0 1.1 1.1
2.	Master Lease Agreement -	12.29.2021	Treesap	Avtech Capital, LLC
	No. 2059311	11.07.2022	Farms, LLC	A . 1 G .: 1 II G
3.	Amended and Restated	11.07.2022	TreeSap	Avtech Capital, LLC
	Lease Schedule No.		Farms, LLC	
	TRSF_002, pursuant to that certain Master Lease			
4.	Agreement No. 2059311 Loan Agreement	3.01.2022	TreeSap	Blackmore Company
٦.	Loan Agreement	3.01.2022	Farms, LLC	Brackmore Company
			dba Everde	
			Growers	
5.	Loan Agreement	11.30.2020	TreeSap	Blackmore Company
			Farms, LLC	1 3
6.	Master Rental Agreement	2.25.2025	Everde	EZ Shipper Racks, Inc.
			Growers	
7.	Master Equipment Lease	6.27.2024	TreeSap	Jules and Associates
	Agreement No. 20073862		Farms, LLC	
8.	Addendum A to Master	Undated	TreeSap	Jules and Associates
	Equipment Lease		Farms, LLC	
	Agreement			
9.	Exhibit "A" to the Jules	6.27.2024	TreeSap	Jules and Associates
	and Associates, Inc.Master		Farms, LLC	
	Equipment Lease			
	Agreement No: 20073862			
10	Schedule No. 1	6 27 2024	T C	Trains and Assessing
10.	Letter Agreement	6.27.2024	TreeSap	Jules and Associates
11.	Consulting Agreement	4.04.2018	Farms, LLC TreeTown	Industrial Fleet
11.	Consuming Agreement	4.04.2018	USA	Management, Inc.
12.	Extension Agreement	2.01.2024	TreeSap	Industrial Fleet
12.	Latension Agreement	2.01.2024	Farms, LLC	Management, Inc.
			1 amins, LLC	management, me.

<u>#</u>	Name of Agreement	Effective Data	TreeSap Party	<u>Counterparty</u>
13.	Retainer Agreement	<u>Date</u> 1.15.2019	TreeSap Farms, LLC dba Village Nurseries and TreeTown USA	Industrial Fleet Management
14.	Lease Schedule No. 08A to Master Lease Agreement No. OFI1145340	10.26.2023	TreeSap Farms, LLC	Onset Financial, Inc.
15.	Lease Schedule No. 08B to Master Lease Agreement No. OFI1145340	12.07.2023	TreeSap Farms, LLC	Onset Financial, Inc.
16.	Lease Schedule No. 08C to Master Lease Agreemnet No. OF1145340	2.12.2024	TreeSap Farms, LLC	Onset Financial, Inc.
17.	Master Lease Agreement No. OFI1145340	3.27.2019	Treesap Farms, LLC	Onset Financial, Inc.
18.	Equipment Finance Agreement	5.06.2022	TreeSap Farms, LLC	Regents Capital Corporation
19.	Exhibit A - Collateral (related to Equipment Finance Agreement)	5.06.2023	TreeSap Farms, LLC	Regents Capital Corporation
20.	Change Addendum	5.23.2022	TreeSap Farms, LLC	Regents Capital Corporation
21.	Vehicle Lease Service Agreement (24-01)	8.12.2024	TreeSap Farms, LLC	Penske Truck Leasing Co. L.P
22.	Vehicle Lease Service Agreement Schedule A (23-01)	2.27.2023	TreeSap Farms, LLC	Penske Truck Leasing Co. L.P
23.	Vehicle Lease Service Agreement Schedule A (22-09 22-012)	8.30.2022	TreeSap Farms, LLC	Penske Truck Leasing Co. L.P
24.	Vehicle Lease Service Agreement Schedule A (22-18; 22-20)	8.16.2022	TreeSap Farms, LLC	Penske Truck Leasing Co. L.P
25.	Vehicle Lease Service Agreement Schedule A (22-24)	8.16.2022	TreeSap Farms, LLC	Penske Truck Leasing Co. L.P
26.	Vehicle Lease Service Agreement Schedule A (21-14)	9.15.2021	TreeSap Farms, LLC	Penske Truck Leasing Co. L.P
27.	Vehicle Lease Service Agreement Schedule A (21-01 21-03)	3.04.2021	TreeSap Farms, LLC	Penske Truck Leasing Co. L.P

<u>#</u>	Name of Agreement	Effective Date	TreeSap Party	<u>Counterparty</u>
28.	Vehicle Lease Service Agreement Schedule A (21-12 21-13)	3.04.2021	TreeSap Farms, LLC	Penske Truck Leasing Co. L.P
29.	Vehicle Lease Service Agreement Schedule A (18-01, 18-39 18-41)	12.30.2018	TreeSap Farms, LLC	Penske Truck Leasing Co. L.P
30.	Vehicle Lease Service Agreement Schedule A (18-42 18-45)	12.30.2018	TreeSap Farms, LLC	Penske Truck Leasing Co. L.P
31.	Vehicle Lease Service Agreement (Master Contract)	11.09.2018	TreeSap Farms, LLC	Penske Truck Leasing Co. L.P.
32.	Assignment & Assumption	Undated	TreeSap Farms, LLC	TSV Opco LLC
33.	Truck Lease & Service Agreement Schedule A (2791272)	11.01.2023	TreeSap Farms LLC	Ryder Truck Rental, Inc, dba Ryder Transportation Services
34.	Truck Lease & Service Agreement Schedule A (2904478)	5.22.2023	TreeSap Farms, LLC	Ryder Truck Rental, Inc, dba Ryder Transportation Services
35.	Truck Lease & Service Agreement Schedule A (2904470)	5.22.2023	TreeSap Farms, LLC	Ryder Truck Rental, Inc, dba Ryder Transportation Services
36.	Truck & Lease Service Agreement Schedule A (2663267)	5.22.2023	TreeSap Farms, LLC	Ryder Truck Rental, Inc, dba Ryder Transportation Services
37.	Truck & Lease Service Agreement Schedule A (2708504)	11.01.2023	TreeSap Farms, LLC	Ryder Truck Rental, Inc, dba Ryder Transportation Services
38.	Amendment to Schedule A (2708504)	4.05.2023	TreeSap Farms, LLC	Ryder Truck Rental, Inc.
39.	Truck & Lease Service Agreement Schedule A (390607)	Undated	TreeSap Farms, LLC	Ryder Truck Rental, Inc, dba Ryder Transportation Services
40.	Amendment to Schedule A (2663267)	2.23.2023	TreeSap Farms, LLC	Ryder Truck Rental, Inc.
41.	Truck & Lease Service Agreement Schedule A (2663267)	12.17.2021	TreeSap Farms, LLC	Ryder Truck Rental, Inc, dba Ryder Transportation Services
42.	Truck & Lease Service Agreement Schedule A (2663270)	12.17.2021	TreeSap Farms, LLC	Ryder Truck Rental, Inc, dba Ryder Transportation Services

<u>#</u>	Name of Agreement	Effective Date	TreeSap Party	Counterparty
43.	Truck & Lease Service Agreement Schedule A (1779247)	3.14.2017	Village Nurseries Wholesale, LLC	Ryder Truck Rental, Inc, dba Ryder Transportation Services
44.	Truck & Lease Service Agreement Schedule A (2)	11.04.2014	Village Nurseries Wholesale, LLC	Ryder Truck Rental, Inc, dba Ryder Transportation Services
45.	Truck & Lease Service Agreement Schedule A (2073881)	11.09.2018	Village Nurseries Wholesale, LLC	Ryder Truck Rental, Inc, dba Ryder Transportation Services
46.	Truck & Lease Service Agreement Schedule A (2479426)	9.15.2021	TreeSap Farms, LLC	Ryder Truck Rental, Inc, dba Ryder Transportation Services
47.	Truck & Lease Service Agreement Schedule A (2479426)	5.27.2021	TreeSap Farms, LLC	Ryder Truck Rental, Inc, dba Ryder Transportation Services
48.	Truck & Lease Service Agreement Schedule A (292506)	11.09.2018	Village Nurseries Wholesale, LLC	Ryder Truck Rental, Inc, dba Ryder Transportation Services
49.	Truck & Lease Service Agreement Schedule A (292499)	11.09.2018	Village Nurseries Wholesale, LLC	Ryder Truck Rental, Inc, dba Ryder Transportation Services
50.	Truck & Lease Service Agreement Schedule A (242787.2017)	5.08.2017	Village Nurseries Wholesale, LLC	Ryder Truck Rental, Inc, dba Ryder Transportation Services
51.	Truck & Lease Service Agreement Schedule A (Village.Daycab.2015)	10.26.2015	Village Nurseries Wholesale, LLC	Ryder Truck Rental, Inc, dba Ryder Transportation Services
52.	Truck & Lease Service Agreement Schedule A (298351)	11.12.2018	TreeSap Farms, LLC	Ryder Truck Rental, Inc, dba Ryder Transportation Services
53.	Assignment of Truck and Lease Service Agreement	9.01.2021	TreeSap Farms, LLC	Village Nurseries Wholesale, LLC
54.	Truck Lease and Service Agreement	12.05.2012	Village Nurseries Wholesale, LLC	Ryder Truck Rental, Inc., dba Ryder Transportation Services

<u>#</u>	Name of Agreement	Effective Date	TreeSap Party	<u>Counterparty</u>
55.	Amendment to Truck Lease and Service Agreement	12.15.2015	Village Nurseries Wholesale, LLC	Ryder Truck Rental, Inc.
56.	Vehicle Lease and Service Agreement - Schedule A No. 4	4.02.2019	TreeSap Farms, LLC	Salem Leasing Corporation
57.	Vehicle Lease and Service Agreement - Schedule A No. 3	3.28.2019	Tree Town USA, Ltd.	Salem Leasing Corporation
58.	Vehicle Lease and Service Agreement	11.30.2012	Tree Town USA, Ltd.	Salem Leasing Corporation
59.	Maintenance Agreement	8.26.2019	Village Nurseries Wholesale, LLC	Velocity Truck Rental & Leasing
60.	Value Lease Agreement	8.08.2022	TreeSap Farms, LLC	Sharp Business Systems
61.	Statement of Work Document	1.10.2022	Everde Growers	Pacific Office Automation
62.	Lease Agreement	6.01.2012	Hines Growers LLC	Williams Scotsman, Inc.
63.	Lease Agreement Acknowledgement and Invoice	10.04.2018	Tree Town USA	William Scotsman, Inc.
64.	Amendment to Lease Agreement (Lease Term Renewal)	5.13.2018	TreeSap Farms, LLC fka TreeTown USA, as Lessee	Williams Scotsman, Inc.
65.	Lease Agreement Acknowledgment and Invoice	3.02.2022	TreeSap Farms, LLC dba Everde Growers	William Scotsman, Inc.
66.	Equipment Lease Agreement	10.07.2020	Treesap Farms, LLC	XTRA Lease LLC
67.	Schedule A-1 to Equipment Lease Agreement	9.01.2020	Treesap Farms, LLC	XTRA Lease LLC
68.	Schedule A-2 to Equipment Lease Agreement	10.07.2022	Treesap Farms, LLC	XTRA Lease LLC

<u>#</u>	Name of Agreement	<u>Effective</u>	TreeSap Party	<u>Counterparty</u>
69.	Amendment to Equipment Lease Agreement No. 082L429, Schedule No. A- 2	<u>Date</u> 5.15.2023	Treesap Farms, LLC	XTRA Lease LLC
70.	Schedule A-3 to Equipment Lease Agreement	10.07.2022	Treesap Farms, LLC	XTRA Lease LLC
71.	Lease (45296 SW Ritchey Rd. Forest Grove)	10.30.2012	Hines Growers, Inc.	Winters Forest Grove LLC
72.	Lease (34665 SW Rd. Cornelius)	10.30.2012	Hines Growers, Inc.	Forest Grove Nursery LLC
73.	Lease (34665 SW Rd. Cornelius)	10.30.2012	Hines Growers, Inc.	Forest Grove Nursery LLC
74.	Lease (36790 SW Nursery Rd. Cornelius)	10.30.2012	Hines Growers, Inc.	Blooming Farm, Inc.
75.	Lease (36790 SW Nursery Rd. Cornelius)	10.30.2012	Hines Growers, Inc.	Blooming Farm, Inc.
76.	Lease (8633 Winters Rd.)	10.30.2012	Hines Growers, Inc.	Winters Nursery LLC
77.	Lease (8100 Timm Rd.)	10.30.2012	Hines Growers, Inc.	Winters Forest Grove LLC
78.	Everde Letter re: Option to Renew for Each Lease (8/12/2021)	8.12.2021	Hines Growers, Inc.	Black Diamond Capital Management, LLC
79.	Bradshaw Addendum To Lease jp highlights 111318	9.01.1996	Village Nurseries, L.P.	Barbara J. Oki, Trustee under Inter Vivos Trust Agreement dated June 13, 1991 and Losa Klein OKI, also known as Lisa Vergel De Dios
80.	Addendum to Lease Agreement	9.01.1996	Village Nurseries, L.P.	Barbara J. Oki, Trustee under Inter Vivos Trust Agreement dated June 13, 1991 and Losa Klein OKI, also known as Lisa Vergel De Dios
81.	Amendment to Addendum to Lease	12.04.1996	Village Nurseries, L.P.	Barbara J. Oki, Trustee under Inter Vivos Trust Agreement dated June 13, 1991 and Losa Klein OKI, also known as Lisa Vergel De Dios

<u>#</u>	Name of Agreement	<u>Effective</u>	TreeSap Party	<u>Counterparty</u>
0.0		<u>Date</u>	* ****	
82.	Amendment No. 2 to	10.01.2001	Village	Barbara J. Oki, Trustee
	Addendum to Lease		Nurseries,	under Inter Vivos Trust
			L.P. (as	Agreement dated June
			origininal	13, 1991 and Losa
			tenant);	Klein OKI, also known
0.2	1 1 1 2 1	10.01.2000	Village N	as Lisa Vergel De Dios
83.	Amendment No. 3 to	10.01.2009	Village	Barbara J. Oki, Trustee
	Addendum to Lease		Nurseries,	under Inter Vivos Trust
			L.P. (as	Agreement dated June
			origininal	13, 1991 and Losa
			tenant);	Klein OKI, also known
0.4		2 2 4 2 2 2 4	Village N	as Lisa Vergel De Dios
84.	Amendment No. 4 to	3.31.2021	TSV Opco,	Barbara J. Oki, Trustee
	Addendum to Lease		LLC (as	under Inter Vivos Trust
			tenant);	Agreement dated June
			TreeSap	13, 1991 and Losa
			Farms, LLC	Klein OKI, also known
	_		(as g	as Lisa Vergel De Dios
85.	Lease Agreement	4.01.1996	Village	Barbara J. Oki, Trustee
			Nurseries,	under Inter Vivos Trust
			L.P.	Agreement dated June
				13, 1991 and Losa
				Klein OKI, also known
				as Lisa Vergel De Dios
86.	Oki Lease Amendment 4	March	TSV Opco,	Barbara J. Oki, Trustee
	031521	2021	LLC (as	under Inter Vivos Trust
			tenant);	Agreement dated June
			TreeSap	13, 1991 and Losa
			Farms, LLC	Klein OKI, also known
			(as g	as Lisa Vergel De Dios
87.	Lease Agreement	11.1.2022	TreeSap	Charlotte M. Andre,
			Farms, LLC	Trustee of The Andre
				1991 Separate Property
				Trust Under Declaration
				dated October 28, 1991
88.	Exhibit C to Lease	11.1.2022	TreeSap	Charlotte M. Andre,
	Agreement (10.1.14.2.5.2.4)		Farms, LLC	Trustee of The Andre
				1991 Separate Property
				Trust Under Declaration
				dated October 28, 1991

<u>#</u>	Name of Agreement	Effective Date	TreeSap Party	<u>Counterparty</u>
89.	Commercial Lease Agreement	11.1.2022	TreeSap Farms, LLC	Charlotte M. Andre, Trustee of The Andre 1991 Separate Property Trust Under Declaration dated October 28, 1991
90.	Lease	3.31.1998	Hines Horticulture, Inc.	Charlotte M. Andre, Trustee of the Andre 1991 Separate Property Trust Under Declaration Dated October 28, 1991
91.	Lease Renewal Memo	12.29.2017	Hines Horticulture, Inc.	Fallbrook Nursery LLC and Charlotte Andre, trustee of the Andre 1991 Separate Property Trust
92.	First Amendment to Lease	10.6.2023	TreeSap Farms, LLC	Fallbrook Nursery, LLC
93.	Real Property Contract	Undated	Fallbrook Nursery, LLC	NEW HINES HOLDING COMPANY II, LLC
94.	Real Property Contract	Undated	Fallbrook Nursery, LLC	County of San Diego
95.	Easement for County Highway	11.28.2023	Fallbrook Nursery, LLC	County of San Diego
96.	Easement for County Highway	11.28.2023	Fallbrook Nursery, LLC	County of San Diego
97.	Real Property Contract	11.29.2023	Fallbrook Nursery, LLC	County of San Diego
98.	Lease Agreement	10.01.2018	TreeSap Farms, LLC dba Hines Growers	Dick H. Yamane and Judy A. Yamane, Trustees of the Yamane 1994 Living Trust dated 03-15-94
99.	First Amendment to Lease dated October 1, 2018	8.19.2023	TreeSap Farms, LLC	Dick H. Yamane and Judy A. Yamane, Trustees of the Yamane 1994 Living Trust dated 03-15-94
100.	Livestock Grazing Lease	1.01.2025	Treesap Farms, LLC	Robben Cattle Company, LLC
101.	Temporary Workspace and Access Agreement	2.08.2021	Treesap Farms, LLC	Transcontinental Gas Pipe Line Company, LLC

<u>#</u>	Name of Agreement	Effective Data	TreeSap Party	<u>Counterparty</u>
102.	Lease Agreement	<u>Date</u> 1.23.2013	Tree Town USA, Ltd	Kevin Till
103.	Lease Agreement	8.09.2024	Treesap Farms, LLC	TS Realty of Florida, LLC
104.	Quitclaim Deed	4.06.2017	Treesap Farms, LLC	State of Florida Department of Transportation
105.	Real Property Lease	12.01.1996	Village Nurseries	Orange County Sanitation District No. 1
106.	Amendment to Lease effective December 1, 1996	12.01.2006	Village Nurseries	Orange County Sanitation District
107.	Amendment No. 2 to Lease effective December 1, 1996	12.01.2011	Village Nurseries Wholesale, LLC	Orange County Sanitation District
108.	Amendment No. 3 to Lease effective December 1, 1996	12.01.2016	Village Nurseries Wholesale, LLC	Orange County Sanitation District
109.	Amendment No. 4 to Lease effective December 1, 1996	12.01.2021	TSV Opco, LLC	Orange County Sanitation District
110.	License Agreement No. 9.7059	4.01.2023	TreeSap Farms, LLC	Southern California Edison Company
111.	Purchase Agreement	Undated	TreeSap Farms, LLC	M3 Nurseries, Inc.
112.	Department of the Navy Lease for Agricultural Purposes	8.01.2022	TreeSap Farms, LLC dba Everde Growers	United States of America, acting by and through the Department of the Navy
113.	Assignment, Bill of Sale and Assumption of Liabilities Agreement	4.17.2013	Village Nurseries Wholesale LLC	Trugreen Landcare, L.L.C.
114.	Sublease	8.01.2022	TreeSap Farms, LLC dba Everde Growers	LandCare USA, LLC
115.	Department of the Navy Lease for Agricultural Purposes	8.01.2022	TreeSap Farms, LLC dba Everde Growers	United States of America, acting by and through the Department of the Navy

116. Commerical Lease	<u>#</u>	Name of Agreement	Effective	TreeSap Party	Counterparty
Farms, LLC LLC; DRT Barker, LLC; DPJT Partners, LLC DSB Orange, LLC Treesap Farms, LL	116		<u>Date</u>	T. C	DCDIE 1 1 11 1
117. Standard Multi-Tenant Office Lease - Gross 7.01.2024 Treesap Farms, LLC DSB Orange, LLC DSB Orange, LLC DSB Orange, LLC DSB Orange, LLC Treesap Farms, LLC DSB Orange, LLC Treesap Farms, LLC Treesap Farms, LLC Standard Industrial Commercial Single Tenant Lease - Net Standard Industrial Commercial Single Tenant Lease - Net Standard Industrial Treesap Farms, LLC Standard Industrial Treesap Farms, LLC Standard Management Services LLC Lease Agreement Lo2.2008 Village Nurseries Wholesale LLC Standard Management Services Tree Sap Farms LLC Standard Management Services Agreement Lo2.2024 Tree Sap Farms, LLC Standard Management Services Standard Management Services Standard Management Services Agreement Standard Management Services Standard Manage	110.	Commerical Lease	8.18.2024	_	-
117. Standard Multi-Tenant Office Lease - Gross 7.01.2024 Treesap Farms, LLC Treesa				rainis, LLC	
Office Lease - Gross Standard Industrial Commercial Single Tenant Lease - Net Case - Net					-
Treesap Farms, LLC Farms, LLC Farms, LLC Richard W. Wilson and Terry Wilson, Trust dated May 7, 2003	117.	Standard Multi-Tenant	7.01.2024	Treesap	DSB Orange, LLC
Commercial Single Tenant Lease - Net				Farms, LLC	_
Lease - Net Lease - Net	118.		6.14.2022	-	
Terry Wilson Trust dated May 7, 2003		_		Farms, LLC	-
Lease Agreement 1.02.2008 Village Nurseries Wholesale LLC		Lease - Net			
119. Lease Agreement 1.02.2008 Village Nurseries Wholesale LLC					
Nurseries Wholesale LLC	110	Lease Agreement	1.02.2008	Village	
120. Lease Agreement	117.	Lease Agreement	1.02.2008	_	Jiii Demos
Luc Lease Agreement 4.26.2024 Tree Sap Farms LLC dba Tree Town USA LTD					
Farms LLC dba Tree Town USA LTD 121. Payroll and Human Capital Management Services Agreement 122. Addendum - Two Year Commitment to Use Paycom's Services 123. Payroll and Human Capital Management Services Agreement 124. Month to Month Equipment Lease (#LS-19622) 125. Month to Month Equipment Lease (#LS-10597) 126. Month to Month Equipment Lease (#LS-10802) 127. Software As A Service License Agreement 128. Master Services Agreement 129. Master Services Agreement 120. Master Services Agreement 120. Master Services Agreement 120. Letter of Agreement 121. Payroll and Human Capital 10.18.2018 122. TreeSap Farms, LLC dba Tree Town USA 123. TreeSap Farms, LLC 124. Month to Month Equipment Lease (#LS-10597) 125. Month to Month Equipment Lease (#LS-10597) 126. Month to Month Equipment Lease (#LS-10802) 127. Software As A Service 12.01.2023 Everde Growers 128. Master Services Agreement 12.07.2023 Treesap Farms, LLC 129. Master Services Agreement 12.08.2023 Treesap Farms, LLC 120. Letter of Agreement 12.08.2022 Everde DivvyPay, LLC					
Description	120.	Lease Agreement	4.26.2024	Tree Sap	Pitney Bowes Inc.
Town USA LTD					
LTD					
121. Payroll and Human Capital Management Services Agreement					
Management Services Agreement	121	D 11 111 C 11	10 10 2010		D D 11 LLC
Agreement 122. Addendum - Two Year Commitment to Use Paycom's Services 123. Payroll and Human Capital Management Services Agreement 124. Month to Month Equipment Lease (#LS-19622) 125. Month to Month Equipment Lease (#LS-10597) 126. Month to Month Equipment Lease (#LS-10802) 127. Software As A Service License Agreement 128. Master Services Agreement 129. Master Services Agreement 120.0202 120.0203 120.0203 120.0204 120.0203 120.	121.		10.18.2018		Paycom Payroll, LLC
122.Addendum - Two Year Commitment to Use Paycom's Services5.31.2024TreeSap Farms, LLCPaycom Payroll, LLC123.Payroll and Human Capital Management Services Agreement3.30.2018TreeSap Farms, LLC dba Tree Town USAPaycom Payroll, LLC124.Month to Month Equipment Lease (#LS-19622)5.19.2023 Farms LLCTreeSap Farms, LLCPaycom Payroll, LLC125.Month to Month Equipment Lease (#LS-10597)1.30.2019 Farms, LLCPaycom Payroll, LLC126.Month to Month Equipment Lease (#LS-10802)3.21.2019 Farms, LLCPaycom Payroll, LLC127.Software As A Service License Agreement12.01.2023 GrowersEverde GrowersNivol LLC128.Master Services Agreement12.07.2023Treesap Farms, LLCCSI Travel129.Master Services Agreement12.08.2023Treesap Farms, LLCEdenred130.Letter of Agreement4.28.2022EverdeDivvyPay, LLC				USA	
Commitment to Use Paycom's Services 123. Payroll and Human Capital Management Services Agreement 124. Month to Month Equipment Lease (#LS-19622) 125. Month to Month Equipment Lease (#LS-10597) 126. Month to Month Equipment Lease (#LS-10802) 127. Software As A Service License Agreement 128. Master Services Agreement 129. Master Services Agreement 120. Month to Moster Services Agreement 120. Master Services Agreement 120. Letter of Letter of Agreement 120. Letter of Letter	122.		5.31.2024	TreeSap	Pavcom Pavroll, LLC
TreeSap Paycom Payroll, LLC				-	,, ,
Management Services Agreement Management Services Agreement Farms, LLC dba Tree Town USA 124. Month to Month Equipment Lease (#LS-19622) 125. Month to Month Equipment Lease (#LS-10597) 126. Month to Month Equipment Lease (#LS-10802) 127. Software As A Service License Agreement 128. Master Services Agreement 129. Master Services Agreement 1207.2023 Farms, LLC 1208.2023 TreeSap Farms, LLC Rowers 12.01.2023 Treesap Farms, LLC		Paycom's Services		•	
Agreement 5.19.2023 TreeSap Farms, LLC Farms, LLC Farms, LLC Farms, LLC Farms, LLC Agreement Agreement	123.	1 -	3.30.2018	-	Paycom Payroll, LLC
Town USA 124. Month to Month Equipment Lease (#LS-19622) 125. Month to Month Equipment Lease (#LS-10597) 126. Month to Month Equipment Lease (#LS-10802) 127. Software As A Service License Agreement 128. Master Services Agreement 129. Master Services Agreement 1208.2023 Town USA TreeSap Paycom Payroll, LLC Farms, LLC 1201.2023 Everde Nivol LLC Growers 12.07.2023 Treesap Farms, LLC TreeSap Paycom Payroll, LLC Farms, LLC TreeSap Paycom Payroll, LLC Farms, LLC TreeSap Paycom Payroll, LLC Farms, LLC TreeSap Farms, LLC Treesap Farms, LLC Treesap Edenred Farms, LLC				-	
124.Month to Month Equipment Lease (#LS-19622)5.19.2023TreeSap Farms LLCPaycom Payroll, LLC125.Month to Month Equipment Lease (#LS-10597)1.30.2019TreeSap Farms, LLCPaycom Payroll, LLC126.Month to Month Equipment Lease (#LS-10802)3.21.2019TreeSap Farms, LLCPaycom Payroll, LLC127.Software As A Service License Agreement12.01.2023Everde GrowersNivol LLC128.Master Services Agreement12.07.2023Treesap Farms, LLCCSI Travel129.Master Services Agreement12.08.2023Treesap Farms, LLCEdenred130.Letter of Agreement4.28.2022EverdeDivvyPay, LLC		Agreement			
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125.Month to Month Equipment Lease (#LS-10597)1.30.2019TreeSap Farms, LLCPaycom Payroll, LLC126.Month to Month Equipment Lease (#LS-10802)3.21.2019TreeSap Farms, LLCPaycom Payroll, LLC127.Software As A Service License Agreement12.01.2023Everde GrowersNivo1 LLC128.Master Services Agreement12.07.2023Treesap Farms, LLCCSI Travel129.Master Services Agreement12.08.2023Treesap Farms, LLCEdenred130.Letter of Agreement4.28.2022EverdeDivvyPay, LLC	124.		3.19.2023	-	raycom Payroll, LLC
Lease (#LS-10597)Farms, LLC126. Month to Month Equipment Lease (#LS-10802)3.21.2019TreeSap Farms, LLC127. Software As A Service License Agreement12.01.2023Everde GrowersNivo1 LLC128. Master Services Agreement12.07.2023Treesap Farms, LLCCSI Travel129. Master Services Agreement12.08.2023Treesap Farms, LLCEdenred130. Letter of Agreement4.28.2022EverdeDivvyPay, LLC	125		1.30.2019		Paycom Payroll LLC
126.Month to Month Equipment Lease (#LS-10802)3.21.2019TreeSap Farms, LLCPaycom Payroll, LLC127.Software As A Service License Agreement12.01.2023Everde GrowersNivol LLC128.Master Services Agreement12.07.2023Treesap Farms, LLCCSI Travel129.Master Services Agreement12.08.2023Treesap Farms, LLCEdenred130.Letter of Agreement4.28.2022EverdeDivvyPay, LLC	125.		1.50.2017	-	1 a, com 1 a, rom, DDC
Lease (#LS-10802) 127. Software As A Service License Agreement 128. Master Services Agreement 129. Master Services Agreement 1208.2023 Treesap Farms, LLC 129. Master Services Agreement 12.08.2023 Treesap Farms, LLC 130. Letter of Agreement 4.28.2022 Everde DivvyPay, LLC	126.		3.21.2019	·	Paycom Payroll, LLC
License Agreement Growers 128. Master Services Agreement 12.07.2023 Treesap Farms, LLC 129. Master Services Agreement 12.08.2023 Treesap Farms, LLC 130. Letter of Agreement 4.28.2022 Everde DivvyPay, LLC				-	• •
128.Master Services Agreement12.07.2023Treesap Farms, LLCCSI Travel129.Master Services Agreement12.08.2023Treesap Farms, LLCEdenred130.Letter of Agreement4.28.2022EverdeDivvyPay, LLC	127.		$12.01.202\overline{3}$		Nivol LLC
Farms, LLC 129. Master Services Agreement 12.08.2023 Treesap Edenred Farms, LLC 130. Letter of Agreement 4.28.2022 Everde DivvyPay, LLC	4.5.	<u> </u>			
129.Master Services Agreement12.08.2023Treesap Farms, LLCEdenred130.Letter of Agreement4.28.2022EverdeDivvyPay, LLC	128.	Master Services Agreement	12.07.2023	-	CSI Travel
Farms, LLC 130. Letter of Agreement 4.28.2022 Everde DivvyPay, LLC	120	Mastar Sarvinas A amazara	12 00 2022	·	Edamad
130. Letter of Agreement 4.28.2022 Everde DivvyPay, LLC	129.	iviaster Services Agreement	12.08.2023	-	Edenred
	130	Letter of Agreement	4.28.2022	·	DivvyPay LLC
	150.	Zetter of rigidenient	1.20.2022	Growers	Diviging, DDC

<u>#</u>	Name of Agreement	<u>Effective</u>	TreeSap Party	<u>Counterparty</u>
131.	I attan of A annument	<u>Date</u> 5.13.2022	Everde	Disamber IIC
131.	Letter of Agreement	3.13.2022	Growers	DivvyPay, LLC
132.	Letter of Agreement	10.07.2021	Everde	DivvyPay, LLC
132.	Letter of Agreement	10.07.2021	Growers	Divvyi ay, LLC
133.	First Amendment to the	7.06.2021	Everde	DivvyPay, LLC
100.	DivvyPay, LLC Rewards	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Growers	21. 191 09, 220
	Program Agreement			
134.	Order Form	10.01.2021	Treesap	Bill.com
			Farms, LLC	
			dba Everde	
			Growers	
135.	Merchant Processing	2.01.2021	TreeSap	CardConnect LLC
	Application and Agreement		Farms, LLC	
136.	Merchant Processing	7.13.2022	TreeSap	CardConnect LLC
	Application and Agreement		Farms, LLC	
137.	Standard Uniform Rental	8.23.2018	TreeTown	Cintas
	Service Agreement		USA dba	
			Hines	
			Growers	
138.	Addendum to 210217961	5.30.2024	Everde	Cintas
120		1.17.00.7	Growers	a.
139.	Standared Uniform Rental	1.17.2025	Tree Town	Cintas
	Service Agreement		USA	
140	(210583978)	7 12 2024	F1-	Cinta
140.	Standard Rental Service	7.12.2024	Everde	Cintas
141.	Agreement (210222635) Standared Uniform Rental	12.5.2018	Village	Cintas
141.	Service Agreement	12.3.2016	Nurseries	Cintas
142.	Rental Agreement -	3.06.2024	Everde	Domestic Linen Supply
142.	Domestic Uniform Rental	3.00.2024	Growers	Company, Inc.
143.	Costco Vendor Purchase	2.02.2021	TreeSap	Costco
1 13.	Program Agreement	2.02.2021	Farms, LLC	Costeo
144.	Costco Vendor Purchase	1.22.2021	TreeSap	Costco
	Program Agreement	1,22,2021	Farms, LLC	
145.	Basic Supplier Agreement	10.01.2022	TreeSap	Costco Wholesale
	(re: Costco Wholesale		Farms, LLC	
	Supplier Buying			
	Agreement 2022)			
146.	CSI Check Outsourcing	Undated	Treesap	Edenred
	Agreement		Farms, LLC	
147.	Master Services Agreement	Undated	TreeSap	Edenred
	- Electronic Payments		Farms dba	
	Program		Everde	
			Growers	

<u>#</u>	Name of Agreement	Effective	TreeSap Party	<u>Counterparty</u>
148.	Amendment to the Service Agreement Regarding TreeSap Farms, LLC 401(k) Plan	<u>Date</u> 1.20.2022	TreeSap Farms, LLC	Fidelity Workplace Services LLC
149.	Pre-Approved Defined Contribution Plan - Fidelity Basic Plan Document No. 17	6.30.2020	TreeSap Farms, LLC	FMR LLC
150.	Amendment to Fidelity Basic Plan Document No. 17	12.09.2022	TreeSap Farms, LLC	Fidelity Management & Resources Company
151.	Execution Page toPermissible Investment Options Appendix - Part I and Part II	7.14.2022	TreeSap Farms, LLC	Fidelity Workplace Services LLC
152.	Execution Page to Permissible Investment Options Appendix - Part I and Part II	8.10.2023	TreeSap Farms, LLC	Fidelity Workplace Services LLC
153.	Adoption Agreement No. 001	1.20.2022	Treesap Farms, LLC	Fidelity Workplace Services LLC
154.	Execution Page to Pricing Appendix,Permissible Investment Options Appendix - Part I and Part II	8.01.2024	TreeSap Farms, LLC	Fidelity Workplace Services LLC
155.	Fidelity Investments Retirement Plan Service Agreement	2.01.2021	TreeSap Farms, LLC	Fidelity Management Trust Company
156.	Fidelity Investments Retirement Plan Service Agreement	9.15.2021	TreeSap Farms, LLC	Fidelity Management Trust Company
157.	Volume Submitter Defined Contribution Plan - Adoption Agreement No.001	2.01.2021	TreeSap Farms, LLC	Fidelity Management Trust Company
158.	Investment Management Agreement	3.01.2021	TreeSap Farms, LLC	Fidelity Personal and Workplace Advisors LLC
159.	Trust Agreement for TreeSap Farms, LLC 401(k) Plan	Undated	Treesap Farms, LLC	Fidelity Management Trust Company
160.	Qualified Retirement Plan Agreement	9.14.2020	Treesap Farms, LLC	Catalina Capital Group, LLC

<u>#</u>	Name of Agreement	<u>Effective</u>	TreeSap Party	<u>Counterparty</u>
161.	USA Rebate Agreement	<u>Date</u> 9.11.2024	TreeSap Farms, LLC	The Home Depot
162.	Supplier Buying Agreement (SBA Control ID: 19823)	12.28.2020	Everde Growers	The Home Depot
163.	Supplier Buying Agreement (SBA Control ID: 49342)	12.28.2020	Everde Growers	The Home Depot
164.	Supplier Buying Agreement (SBA Control ID: 31805)	12.28.2020	Everde Growers	The Home Depot
165.	Supplier Buying Agreement (SBA Control ID: 19820)	12.29.2020	Everde Growers	The Home Depot
166.	Supplier Buying Agreement (SBA Control ID: 44791)	12.29.2020	Everde Growers	The Home Depot
167.	Supplier Buying Agreement (SBA Control ID: 19842)	12.29.2020	Everde Growers	The Home Depot
168.	Supplier Buying Agreement (SBA Control ID: 19839)	11.21.2017	Everde Growers	The Home Depot
169.	Supplier Buying Agreement (SBA Control ID: 42390)	12.28.2020	Everde Growers	The Home Depot
170.	Domestic Business Terms	10.17.2024	Treesap Farms, LLC	Lowe's Companies, Inc
171.	Merchandising Allowance Form	1.01.2021	Village Nurseries	Lowe's Companies, Inc.
172.	Merchandising Allowance Form	1.01.2021	Tree Town USA	Lowe's Companies, Inc.
173.	Lien Release and Acknowledgment Agreement	Undated	TreeSap Farms, LLC	Citibank, N.A., Capital Farm Credit, FLCA and Capital Farm Credit, PCA
174.	Buying Agreement	5.02.2018	Treesap Farms, LLC	Lowe's Companies, Inc
175.	Ordering Document for Oracle Licenses	2.05.2019	TreeSap Farms, LLC	Adjacent Solutions LLC
176.	Ring Central Initial Order Form	8.25.2023	Everde Growers	RingCentral, Inc.
177.	AT&T Corporate Digitical Advantage Agreement	1.26.2023	TreeSap Farms, LLC	AT&T Corp.

<u>#</u>	Name of Agreement	Effective Data	TreeSap Party	<u>Counterparty</u>
178.	AT&T Dedicated Internet	<u>Date</u> 8.08.2023	TreeSap	AT&T Corp.
	Pricing Schedule		Farms, LLC	-
179.	Agreement	12.28.2022	Tree Town	Verizon Wireless
			USA	
180.	Materials Management	11.01.2023	Everde	Roadrunner Modern
	Services Agreement		Growers	Waste + Recycling
181.	Materials Management	12.01.2021	Everde	RoadRunner Recycling,
	Services Agreement		Growers	Inc.
182.	Addendum to Master	2.01.2023	Tree Town	RoadRunner Recycling,
	Materials Management		USA	Inc.
	Service Agreement			
183.	Customer Order Form	2.15.2023	Everde	Splash Business
			Growers	Intelligence, Inc.
184.	Tractor Supply Co. Live	Undated	TreeSap	Tractor Supply Co. of
	Goods Vendor Agreement		Farms, LLC	Texas, LP
185.	Assignment and	2.14.2019	Treesap	Hines Growers, Inc.
	Assumption Agreement		Farms, LLC	
186.	Client Services Agreement	9.05.2023	TreeSap	Synergi Partners, Inc.
			Farms LLC	
			dba Everde	
10-			Growers	
187.	Levelset Software License	10.01.2024	Everde	Express Lien, Inc. dba
100	Agreement		Growers	Levelset
188.	Letter of Agreement - Third	3.20.2023	Everde	V&P Nurseries, Inc.
	Party Sales and		Growers	
1.00	Merchandising Services	10.26.2024	TD. G	
189.	Merchandising Services	10.26.2024	TreeSap	Smith Gardens, Inc.
100	Agreement	1 22 2025	Farms, LLC	A 14
190.	Merchandising Agreement	1.22.2025	Everde	Altman Specialty
191.	A consequent for	3.15.2023	Growers	Plants, LLC
191.	Agreement for	3.13.2023	Everde	Costa Farms, LLC
192.	Merchandising Services	1.31.2025	Growers	P. Cayagaa Nungany Ina
192.	Category Management Agreement	1.51.2025	TreeSap Farms, LLC	R. Cevasco Nursery Inc.
193.	Category Management	1.31.2025	TreeSap	Frantz Wholesale
193.	Agreement	1.31.2023	Farms, LLC	
194.	Category Management	1.31.2025	TreeSap	Nursery LLC. Milfields Nursery
134.	Agreement	1.31.2023	Farms, LLC	Willields Nuisery
195.	Category Management	1.31.2025	TreeSap	V&P Nurseries
193.	Agreement	1.51.2025	Farms, LLC	v &1 INUISCIICS
196.	ProGro Partners, LLC	10.06.2023	Everde	ProGro Partners, LLC
170.	Merchandising Agreement	10.00.2023	Growers	1 10010 1 attitots, LLC
<u></u>	wich chandising Agreement		OTOWEIS	

<u>#</u>	Name of Agreement	Effective Date	TreeSap Party	<u>Counterparty</u>
197.	License Agreement Self- Propagation For Tropical Hibiscus for Finished Products and Use of Trademarks	1.01.2019	Treesap Farms, LLC	Royalty Administration Iternational as agent for Aris Horticulture, Inc.
198.	2023 Endless Summer License Agreement For the Propogation and Sale of Plant Varieties Utilizing the Endless Summer trademark in North America; 2023 First Editions License Agreement for the Propogation and Sale of Certain Plant Varieties Utilizing the First Editions trademark in North America	1.01.2023	Treesap Farms, LLC dba Everde Growers	Bailey Nurseries, Inc.
199.	License Agreement	9.01.2023	TreeSap Farms, LLC	Boxwood Solutions, LLC
200.	Agreement	8.21.2024	TreeSap Farms, LLC	William C. Barr
201.	Curoplant Propagation and Production License Agreement	1.06.2021	Treesap Farms, LLC	Curoplant Company, Ltd.
202.	Plant Patent License Agreement	7.25.2016	TreeTown USA	STF-CT JV LLC
203.	Self-Propagation Agreement	9.15.2021	Everde Growers	Civano Ornamentals, LLC.
204.	Self-Propagation Agreement	9.15.2021	Everde Growers	Civano Ornamentals, LLC.
205.	License Agreementre: Agapanthus Twister	1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
206.	License Agreementre: Aloe Safari Orange	1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
207.	License Agreementre: Aloe Safari Rose	1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV

<u>#</u>	Name of Agreement	Effective Date	TreeSap Party	<u>Counterparty</u>
208.	License Agreementre: Camellia Fall Fantasy	1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
209.	License Agreementre: Carex Evercream	1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
210.	License Agreementre: Carex Everdi	1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
211.	License Agreementre: Carex Everglow	1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
212.	License Agreementre: Carex Everillo	1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
213.	License Agreementre: Carex Everlime	1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
214.	License Agreementre: Carex Everlite	1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
215.	License Agreementre: Carex Everoro	1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
216.	License Agreementre: Carex Eversheen	1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
217.	License Agreementre: Carex Everst	1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
218.	License Agreementre: Ceanothus Cool Blue	1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV

<u>#</u>	Name of Agreement	<u>Effective</u>	TreeSap Party	<u>Counterparty</u>
219.	License Agreementre: Ceanothus Lemon Ice	<u>Date</u> 1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
220.	License Agreementre: Chlorophytum Starlight	1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
221.	License Agreementre: Concept Plants Black Adder	1.10.2018	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
222.	License Agreementre: Cordyline Charlie Boy	1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
223.	License Agreementre: Cordyline Superstar (1)	1.05.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
224.	License Agreementre: Diervilla Honeybee	1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
225.	License Agreementre: Echinacea Tweety	1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
226.	License Agreementre: Ficus fignominla and Rosa Bam	1.11.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
227.	License Agreementre: Hydrangea Macrophylla Peppermint	1.09.2018	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
228.	License Agreementre: Gaulteria Peppermint Pearl	1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
229.	License Agreementre: Sweet Summer Hydrangea	7.28.2021	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV

<u>#</u>	Name of Agreement	<u>Effective</u>	TreeSap Party	<u>Counterparty</u>
230.	License Agreementre: Cordyline Albatros	<u>Date</u> 1.05.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
231.	License Agreementre: Philadelophus Pearls of Perfume	1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
232.	Licensing Solely for Testing Purposesre: Philadelphus perfume	1.05.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
233.	License Agreementre: Pieris Passion Frost	1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
234.	License Agreementre: Pieris Passion Party Pink	1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
235.	License Agreementre: Pieris Passion	1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
236.	License Agreementre: Pieris Pink Frost	1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
237.	License Agreementre: Senecio Angel Wings	1.07.2020	TreeSap Farms, LLC dba Tree Town USA	Concept Plant BV
238.	License Agreement for the Propagation, Production, and Sale of Proprietary Ornamental Plant Cultivars	2.26.2024	Treesap Farms, LLC	DIG Plant Co.
239.	License Agreement for Finishing Only of Ornamental Grasses and Grass-like Plants	9.19.2018	Treesap Farms, LLC	Royalty Administration Iternational as agent for DIG Plant Co.
240.	Licence and Marketing Agreement	3.01.2021	TreeSap Farms LLC	Genesis Plant Marketing Ltd.

<u>#</u>	Name of Agreement	Effective Date	TreeSap Party	Counterparty
241.	Greenleaf Nursery Company Garden Debut License AgreementGardent Debut Non-Network Grower License Agreement	6.18.2018	TreeSap Farms LLC dba Village Nursuries	GreenLeaf Nursery Co.
242.	Greenleaf Nursery Company License Agreement	9.08.2023	Everde Growers	GreenLeaf Nursery Co.
243.	Garden Debut License Agreement	5.16.2019	TreeSap Farms LLC	GreenLeaf Nursery Co.
244.	Variety Production/Sales Agreement	1.07.2022	TreeSap Farms, LLC	Hochberg Export Onramental Plants Ltd.
245.	Variety Production/Sales Agreement	5.31.2024	TreeSap Farms, LLC	Hochberg Export Onramental Plants Ltd.
246.	TreeSap Farms dba Everde Growers Endorsed JBN Exhibit 12-20-2021	12.20.2021	TreeSap Farms, LLC dba Everde Growers	Roylaty Administration International
247.	License Agreement Self- Propagation for Hollywood Hibiscus for Finished products and use of trademarks	7.01.2018	TreeSap Farms, LLC	Royalty Administration International Capstone Plants, Inc.
248.	Plant Variety Rights - Production License Agreement	6.01.2019	TreeSap Farms, LLC	Kiwi Flora Limited
249.	Non-Exclusive License Agreement	4.19.2022	TreeSap Farms, LLC	Auburn University
250.	Plant Variety Rights - Production License Agreement	8.05.2019	TreeSap Farms, LLC	Kiwi Flora Limited
251.	License Agreement	5.24.2018	Treesap Farms, LLC	Lacebark Inc.
252.	Licensing Agreement	1.31.2018	Treesap Farms, LLC	Keith G. Johanson
253.	License Agreement	2.12.2018	TreeSap Farms, LLC	Monrovia Nursery Company
254.	License Agreement	2.12.2018	TreeSap Farms, LLC	Monrovia Nursery Company
255.	Encore Azalea Non- Excusive License Agreement	1.01.2020	TreeSap Farms, LLC	Plant Development Services, Inc.

<u>#</u>	Name of Agreement	<u>Effective</u>	TreeSap Party	Counterparty
256	Encore Azalea Non-	<u>Date</u>	TuesCom	Dlant Davidanmant
256.	Exclusive License	1.01.2021	TreeSap Farms, LLC	Plant Development Services, Inc.
	Agreement		rainis, LLC	Scivices, inc.
257.	License Agreement	1.01.2024	TreeSap	Plant Development
237.	Electise / igreement	1.01.2021	Farms, LLC	Services, Inc.
258.	License Agreement	Undated	TreeSap	Plant Development
			Farms, LLC	Services, Inc.
259.	Southern Living Plant	1.01.2021	TreeSap	Plant Development
	Collection Non-Exclusive		Farms, LLC	Services, Inc.
	License Agreement			
260.	Southern Living Plant	1.01.2024	TreeSap	Plant Development
	Collection License		Farms, LLC	Services, Inc.
	Agreement			
261.	Southern Living Plant	1.01.2020	TreeSap	Plant Development
	Collection Non-Exclusive		Farms, LLC	Services, Inc.
2.62	License Agreement	1 01 0001		71 7
262.	Sunset Plant Collection	1.01.2024	TreeSap	Plant Development
262	License Agreement	1.01.2021	Farms, LLC	Services, Inc.
263.	Sunset Plant Collection	1.01.2021	TreeSap	Plant Development
	Sunset Westerngarden Collection Non-Exclusive		Farms, LLC	Services, Inc.
	License Agreement			
264.	Membership Application	9.12.2019	TreeSap	Plant Select
207.	and License Agreement to	7.12.2017	Farms LLC	Tiant Select
	PROPAGATE and SELL		Tarms ELC	
	Plant Select® Licensed			
	Plants			
265.	Membership Application	9.12.2019	TreeSap	Plant Select
	and License Agreement to		Farms LLC	
	PROPAGATE and SELL			
	Plant Select® Licensed			
	Plants			
266.	Master License Agreement	10.31.2017	TreeSap	PlantHaven
			Farms LLC	International, Inc.
267.	Master Lease Agreement	8.13.2018	TreeSap	PlantHaven
		0.15.5010	Farms LLC	International, Inc.
268.	Appendix A to License	8.13.2018	TreeSap	PlantHaven
260	Agreement	0.14.2022	Farms LLC	International, Inc.
269.	Appendix A to License	8.14.2023	TreeSap	PlantHaven
270	Agreement	9 12 2010	Farms LLC	International, Inc. PlantHaven
270.	Appendix A to License	8.13.2019	TreeSap Farms LLC	International, Inc.
271.	Agreement	5.30.2018	-	PlantHaven
4/1.	Appendix A to License	3.30.2018	TreeSap Farms LLC	International, Inc.
	Agreement		rainis LLC	international, inc.

44	Name of Assessment	Effective	Tuas Can Danta	Carratamantri
<u>#</u>	Name of Agreement	Effective Date	TreeSap Party	<u>Counterparty</u>
272.	Appendix A to License	3.10.2020	TreeSap	PlantHaven
212.	Agreement	3.10.2020	Farms LLC	International, Inc.
273.	Appendix A to License	8.14.2023	TreeSap	PlantHaven
273.	Agreement	0.11.2025	Farms LLC	International, Inc.
274.	License Agreement	8.30.2018	TreeSap	Plants Nouveau, LLC
		0.00.2010	Farms LLC	1 141110 1 10 41 1 24101, 22 2
275.	Non Propagation	12.09.2019	Tree Town	Poulsen Roser A/A
	Agreement		USA	
276.	Finished Plant License	Undated	Everde	Spring Meadow
	Agreement		Growers	Nursery, Inc.
277.	Mass Merchant /	1.20.2022	Everde	Spring Meadow
	Propagation License		Growers	Nursery, Inc.
	Agreement			
278.	TreeSap Farms License	1.07.2019	TreeSap	Spring Meadow
	Agreement		Farms LLC	Nursery, Inc.
279.	Trademark License	11.17.2022	Treesap	The Conrad-Pyle
	Agreement Non-Propagator		Farms, LLC	Company, dba Star
				Roses and Plants
280.	ADDENDUM TO THE	4.04.2022	TreeSap	The Conrad-Pyle
	PLANT PATENT &		Farms, LLC	Company, dba Star
	TRADEMARK LICENSE			Roses and Plants
	AGREEMENT, Non –			
	Propagation Drift®			
	Groundcover Roses			
	Container Grower Only			
	LICENSE AGREEMENT			
	dated October			
281.	19, 2018 Plant Patent/Plant Breeders	10.19.2018	Treesen	The Conrad-Pyle
201.	Rights and Trademark,	10.19.2018	Treesap Farms, LLC	Company
	Non-Propagation License		Taillis, LLC	Company
	Agreement Bushel and			
	Berry Container Grower			
	Only			
282.	Plant Patent/Plant Breeders	10.19.2018	Treesap	The Conrad-Pyle
	Rights and Trademark,		Farms, LLC	Company
	Non-Propagation License			1 2
	Agreement Drift			
	Groundcover Roses -			
	Container Grower Only			

<u>#</u>	Name of Agreement	<u>Effective</u>	TreeSap Party	<u>Counterparty</u>
202	Discrete Discrete (Discrete Discrete Di	<u>Date</u>	Т	Th. C 1 D. 1.
283.	Plant Patent/Plant Breeders Rights and Trademark,	10.19.2018	Treesap Farms, LLC	The Conrad-Pyle
	Non-Propagation License		railis, LLC	Company
	Agreement Knockout			
	Family of Roses -			
	Container Grower Only			
284.	Plant Patent/Plant Breeders	10.19.2018	Treesap	The Conrad-Pyle
	Rights and Trademark,		Farms, LLC	Company
	Non-Propagation License		,	
	Agreement Landscape			
	Shrub Roses			
285.	Plant Patent/Plant Breeders	10.19.2018	Treesap	The Conrad-Pyle
	Rights and Trademark,		Farms, LLC	Company
	Woody License Agreement			
286.	Addendum to Plant	10.19.2018	Treesap	The Conrad-Pyle
	Patent/Plant Breeders		Farms, LLC	Company
	Rights and Trademark,			
207	Woody License Agreement	10.1.2024	T.	F1 C 1 D 1
287.	Addendum to the	10.1.2024	Treesap	The Conrad-Pyle
	Trademark License		Farms, LLC	Company, dba Star
288.	Agreement Non-Propagator Addendum to Plant	2.02.2024	Тиоодор	Roses The Conrad Pule
200.	Patent/Plant Breeders	2.02.2024	Treesap Farms, LLC	The Conrad-Pyle Company, dba Star
	Rights and Trademark,		rainis, LLC	Roses
	Woody License Agreement			Roses
289.	Addendum to the	10.1.2024	Treesap	The Conrad-Pyle
205.	Trademark License	1011.2021	Farms, LLC	Company, dba Star
	Agreement Non-Propagator		1, 220	Roses
290.	North America Licensing	12.09.2020	TreeSap	Terra Nova Nurseries
	Agreement		Farms LLC	
291.	Non -Propagation	12.09.2020	TreeSap	Terra Nova Nurseries
	Agreement		Farms LLC	
292.	Terra Nova Propagation	12.09.2020	TreeSap	Terra Nova Nurseries
	Agreement 5.19.2021		Farms LLC	
293.	License Agreement	2019	TreeSap	Anthony Tesselaar
			Farms, LLC	USA, Inc.
294.	License Agreement	11.06.2017	TreeSap	Anthony Tesselaar
20.5	T	12 20 2012	Farms, LLC	USA, Inc.
295.	License Agreement	12.20.2013	TreeSap	The Texas A&M
207	Tinana Armana (1 10 2010	Farms, LLC	University System
296.	License Agreement	1.19.2018	TreeSap	Tree Introductions, Inc.
207	Liganga Agracus ant	1 10 2019	Farms, LLC	Tron Introductions Inc
297.	License Agreement	1.19.2018	TreeSap	Tree Introductions, Inc.
			Farms, LLC	

<u>#</u>	Name of Agreement	Effective Date	TreeSap Party	<u>Counterparty</u>
298.	Patent and Trademark	1.19.2018	TreeSap	Tree Introductions, Inc.
299.	License Agreement Non-Exclusive License	8.21.2018	Farms, LLC La Verne	The Regents of the
	Agreement	0.21.2010	Nursery, Inc.	University of California
300.	Non-Exclusive License	12.08.2010	La Verne	The Regents of the
	Agreement		Nursery, Inc.	University of California
301.	Non-Exclusive License	Undated	La Verne	The Regents of the
	Agreement		Nursery, Inc.	University of California
302.	Amendment #1 to the	8.01.2022	TreeSap	The Board of Trustees
	License Agreement		Farms, LLC	of the University of
				Arkansas, acting for
				and on behalf of the
				Arkansas Agricultural
				Expirement
				Station
303.	Amendment #1 to the	8.01.2022	TreeSap	The Board of Trustees
	License Agreement		Farms, LLC	of the University of
				Arkansas, acting for
				and on behalf of the
				Arkansas Agricultural
				Expirement
				Station
304.	License Agreement	10.07.2011	Tree Town	University of Arkansas,
			USA, LTD	Agricultural
207		2072010		Experiment Station
305.	License Agreement	3.05.2018	Treesap	University of Arkansas,
			Farms, LLC	Agricultural
306.	Exclusive License	10.01.2024	TreeSap	Experiment Station University of Georgia
300.	Agreement	10.01.2024	Farms LLC	Research Foundation,
	rigicement		dba Everde	Inc.
			Growers	
307.	Non Propagation Statement	5.03.2022	TreeSap	Ashish Arvind Hansoti
	for Grower Ashish Arvind		Farms LLC	
	Hansoti			
308.	Greenleaf Nursery	9.08.2024	Treesap	Greenleaf Nursery
	Company License		Farms, LLC	Company
200	Agreement	2052051	T.	
309.	License Agreement	2.05.2024	Treesap	Ava Salman, LLC
210	Name and Labour Assessed	11.04.2024	Farms, LLC	Dal Nauta III
310.	Nursery Labor Agreement	11.04.2024	Everde	Del Norte Harvesting,
			Growers	LLC

<u>#</u>	Name of Agreement	Effective	TreeSap Party	<u>Counterparty</u>
		<u>Date</u>		
311.	Nursery Labor Agreement	10.14.2024	TreeSap	Lira Labor, LLC
			Farms, LLC	
312.	Nursery Labor Agreement	Undated	TreeSap	Del Norte Harvesting,
	_		Farms, LLC	LLC

Schedule 1.1.14

Assumed Permits

Site	Permit Name/Type	Description	
Homestead	Compliance Agreement	Imported Fire Ant Quarantine 7cfr301.81	
Homestead	2025 Florida Annual Resale Certificate for Sales Tax	Certificate Number: 60- 8016682609-0	
Homestead	Agricultural Dealer License - Buyer Certificate	License as Dealer in Agricultural Products	
Fallbrook	Nursery Farm Compliance Agreement - GWSS	Shipments to Northern California	
Fallbrook	Light Brown Apple Month Compliance Agreement		
Fallbrook	Compliance Agreement for Scale & Whitefly Host Material to Arizona	Enables shipments to Arizona	
Fallbrook	Hazardous Materials Permit	Ability to use Plant Health Chemicals	
Fallbrook	California Nursery Stock Certificate	Certifies and enables sales of commercially clean stock	
Fallbrook	Department of Toxic Substances EPA #CAL00468605		
Fallbrook	Permit to Operate Liquefied Petroleum Gas Tank	Allows use of gasoline dispensing tank	
Fallbrook	Permit to Operate Air Pressure Tank		
Fallbrook	San Diego County Air Pollution Control District - Permit to Operate	Gasoline Dispensing (not-retail, Nozzle, Paint finishing)	
Fallbrook	Restricted Materials Permit	Permits use of certain pesticides	
Fallbrook	California Environmental Hazardous Material Permit	Permit to generate Hazardous Material (i.e., used oil, coolant, etc.)	
ESC	Certificate of Liability Insurance	Various Insurers for TreeSap	
ESC	Agricultural Water Rate (PSAWRP)	City of Escondido Permanent Special Agricultural Water Rate Program	
OAS	Agricultural Dealer License - Buyer Certificate	# AD2412 - License as Dealer in Agricultural Products	
OAS	2025 Florida Annual Resale Certificate for Sales Tax	Certificate Number: 60- 8016682609-0	
OAS	PBSO Trespassing Enforcement	Sandcut Farm - Sheriff's Office Business Partnership Program for Trespassing - OAN# FL5031680T	

Site	Permit Name/Type	Description
OAS	PBSO Trespassing Enforcement	Pahokee Farm - Sheriff's Office Business Partnership Program for Trespassing - OAN# FL50101834T
OAS	SFWMD - Right of Way Occupancy Permit	Sandcut Farm - Permit # 50- 00069-R / allows diesel pump & culvert into SFWMD L-8 Canal
OAS	SFWMD - Water Use Permit	Sandcut Farm - Permit # 50- 00069-W / allows water discharge into South FL Water Management's L-8 Canal
OAS	SFWMD - Everglades Works of the District / Implementation of BMP Plan and Discharge Monitoring	Sandcut Farm - Permit # 50- 00031-E
MCR	Compliance Agreement	Imported Fire Ant Quarantine 7cfr301.81
MCR	Nursery Floral Certificate	
MCR	Compliance Agreement	Texas Pecan Weevil Quarantine
MCR	Compliance Agreement	Snail Permit
MCR	Compliance Agreement	Oak Wilt Permit
MCR	Compliance Agreement	Apple Snail Permit
MCR	Compliance Agreement	Glassy-winged Sharpshooter
MCR	Compliance Agreement	Japanese Beetle Permit
MCR	Texas Sales and Use Tax Permit	Permit to collect and pay sales tax
HUN	City of Huntington Beach Business License	License to operate in Huntington Beach, CA
HUN/STE	California State Board of Equalization Sellers Permit	Permit to collect and pay sales tax
HUN/STE	CDFA License to Sell Nursery Stock	
HUN/STE	CDFA Branch Produce Dealers Act License	
HUN/STE	Nursery Farm Compliance Agreement - GWSS	
HUN/STE	Department of Toxic Substances EPA #CAL000338990	
HUN/STE	California Reporting System Department of Environmental Health #102321648	
HUN/STE	Pesticide Permit	
HUN/STE	Sod Compliance Agreement	
STE	Department of Transportation	
	· -	1

Site	Permit Name/Type	Description
STE	County of Riverside Transportation Department - Storm Water Compliance	
STE	South Coast Air Quality Management District – Pollutants Permit	Emissions permit (hot spots, emission fees, electric generator)
HUN/STE	Backflow Certificate	
HUN	Water Meter Certificate	
PAU	California Environmental Hazardous Material Permit #10395619	Permit to generate Hazardous Material (e.g., used oil, coolant, etc.)
PAU	Permit to Operate Air Pressure Tank	
PAU	Permit to Operate Liquefied Petroleum Gas Tank	Propane tanks
PAU	California Nursery Stock Certificate	Certifies and enables sales of commercially clean stock
PAU	California State Board of Equalization Sellers Permit	Permit to collect and pay sales tax
PAU	CDFA License to Sell Nursery Stock	
PAU	CDFA Branch Produce Dealers Act License	
PAU	Nursery Farm Compliance Agreement - GWSS	
PAU	Department of Toxic Substances EPA #CAL000430553	
PAU	California Reporting System Department of Environmental Health	
PAU	Pesticide permits	
MIR	Hazardous Materials Permit	
MIR	California State Board of Equalization Sellers Permit	Permit to collect and pay sales tax
MIR	State of California Nursery Stock Certificate	
MIR	State of California Air Pressure Permit	
MIR	Restricted Materials Permit	
MIR	California Environmental Hazardous Permit	
MIR	Sod Compliance Agreement	
MIR	City of San Diego Backflow Permit	
MIR	City of San Diego Recycled Water Use Permit	
MIR	Pesticide Use Permit	

Site	Permit Name/Type	Description
MIR	City of San Diego Alarm Permit	•
MIR	City of San Diego Landfill Permit	
MIR	Department of Toxic Substances EPA #CAL000388789	
WIN	Permit to Operate Air Pressure Tank (Multiple)	
WIN	Permit to Operate Liquefied Petroleum Gas Tank (Multiple)	
WIN/BRA	License to Purchase California Farm Products	State of California Department of Food and Agriculture Market Enforcement Branch: License # 26592
WIN	License to Sell Nursery Stock	State of California Department of Food and Agriculture: License # D1726.004
WIN	License to Sell Nursery Stock	State of California Department of Food and Agriculture: License # D1726.003
BRA	License to Sell Nursery Stock	State of California Department of Food and Agriculture: License # D1726.007
BRA	Permit to Operate Air Pressure Tank A19-002424	
BRA	Produce Dealer Act Permit	
BRA	General Business License	
BRA	Pesticide Permits 34-25-37PO403	
WIN	Pesticide Permits 48-25-4800131	
WIN	Hazardous Waste Generator – South EH21-03713	
WIN	Hazardous Waste Generator – North EH21-04633	
WIN	Building Permit 22TMP-001257	
WIN	Health Facility-South EHF21-02034 Health Facility-North EHF21-02514	
WIN	Produce Dealer Act L#26592	
WIN	Aboveground Petroleum Storage Tank – North EH21-04632	Allows use of gasoline dispensing tank
WIN	Aboveground Petroleum Storage Tank – South EH21-03712	Allows use of gasoline dispensing tank
WIN	Arizona Nursery Compliance Agreement – North 48-D1726.004.OIA-2023-03	
WIN	Arizona Nursery Compliance Agreement – South 48-D1726.003-OIA-2023-03	
WIN	Boxwood Blight Compliance Agreement EWN 48-D1726.004-DxD-2025	
WIN	Everde North SMP 48002 Phytophagous Snail Free Exp – South	

Site	Permit Name/Type	Description
WIN	Everde North SOD Compliance Agreement 48- D1726.004-SOD	•
WIN	Everde South SMP 48003 Phytophagous Snail Free - North	
WIN	Everde South SOD Compliance Agreement 48-D1726.003SOD	
WIN	Department of Toxic Substances South EPA # CAL000438642	
WIN	Department of Toxic Substances North EPA #CAL000438640	
WIN	Hazardous Materials Business Plan – North EH21- 04634	
WIN	Hazardous Materials Business Plan – South EH21-03714	
WIN	Special Permit for shipment of outdoor-grown ACP-host nursery stock - QC Permit 1494	Solano County permit
FOR	Farm Certification Application	Oregon Department of Transportation - Farm plated vehicles
FOR	Permit to operate boiler / pressure vessel	Tire Shop Air tank vessel #l 12843 Operating Permit 12843
FOR	Permit to operate boiler / pressure vessel	Boiler RM Gales Creek Fire Tube Heating Boiler vessel # 28505 Operating Permit # 3191
FOR	Permit to operate boiler / pressure vessel	BL RM Gales Creek Fire Tube Heating Boiler vessel # 35588 Operating Permit # 9828
FOR	Permit to operate boiler / pressure vessel	North Warehouse air tank vessel # 39741 Operating Permit # 31565
FOR	Permit to operate boiler / pressure vessel	Maintenance Air Tank vessel # 70026 Operating Permit # 39741
FOR	Permit to operate boiler / pressure vessel	Shipping Air Tank vessel # 70027 Operating Permit # 22382
FOR	Permit to operate boiler / pressure vessel	Canning Barn Air tank vessel # 98267 Operating Permit # 98416
FOR	Permit to operate boiler / pressure vessel	500 Barn Air tank vessel # 93802 Operating Permit # 16403
FOR	Agriculture License	Agriculture License

Site	Permit Name/Type	Description
FOR	Oregon Department of Agriculture - European Pine Shoot Moth	Oregon Department of Agriculture - European Pine Shoot Moth
FOR	Oregon Department of Agriculture - Blueberry Scorch Virus Quarantine	Oregon Department of Agriculture - Blueberry Scorch Virus Quarantine
FOR	Oregon Department of Agriculture - free of Japanese Beetle and spongy moth	Oregon Department of Agriculture - free of Japanese Beetle and spongy moth
FOR	Letter excluding need for permit for dispensing fuel	
FOR	Dam Safety Fees #152651	Dober Waters Glenn #2 Dams
FOR	Dam Safety Fees #152652	Ritchey Farm res Dam
FOR	Dam Safety Fees #152653	Walters, Glenn #1 LG Dam
FOR	Dam Safety Fees #152654	Walters, Glenn #3 Dam
GFL	Compliance Agreement	Imported Fire Ant Quarantine 7cfr301.81
GFL	Nursery Floral Certificate	
GFL	Compliance Agreement	Texas Pecan Weevil Quarantine
GFL	Compliance Agreement	Snail Permit
GFL	Compliance Agreement	Oak Wilt Permit
GFL	Compliance Agreement	Apple Snail Permit
GFL	Compliance Agreement	Glassy-winged Sharpshooter
GFL	Compliance Agreement	Japanese Beetle Permit
GFL	Texas Sales and Use Tax Permit	Permit to collect and pay sales tax
GFL	Groundwater Permit	
GFL	Certified Citrus Nursery Grower Permit	
BNL	2025 Florida Annual Resale Certificate for Sales Tax	
BNL	Florida Department of Agriculture and Consumer Services – Everde Growers #47219848	North Carolina Tropical Spiderwort Quarantine
BNL	Florida Department of Agriculture and Consumer Services – Everde Growers #47219848	Mississippi Apple Snail Quarantine
BNL	Florida Department of Agriculture and Consumer Services – Everde Growers #47219848	General Nursery Stock Inspection Certificate
BNL	Florida Department of Agriculture and Consumer Services – Everde Growers #47219848	Texas Burrowing Nematode Quarantine
BNL	Florida Department of Agriculture and Consumer Services – Everde Growers #47219848	Aphis Plant Protection & Quarantine Riverdale, Maryland 20737

Site	Permit Name/Type	Description
BNL	Florida Department of Agriculture and Consumer Services – Everde Growers #47219848	Burrowing and Guava Root- Knot Nematodes
BNL	Agricultural Dealer License – buyer Certificate	# AD2412 - License as Dealer in Agricultural Products
OAS	Florida Department of Agriculture and Consumer Services – Everde Growers #47219848	Burrowing and Guava Root- Knot Nematodes
НОМ	Florida Department of Agriculture and Consumer Services – Everde Growers #47219848	Burrowing and Guava Root- Knot Nematodes

Schedule 1.1.106

Titled Vehicles and Trailers

LOCATION	<u>DESCRIPTION</u>	YEAR	MAKE	MODEL_	VIN
BRADSHAW	Utility Trailer	1998	Utility		1UYVS2531WU217901
FALLBROOK	Lufkin 53' Van Trailer MAXON Liftgate	1990	Lufkin		1L01A5324L1091446
WINTERS	SPCNS FLATBED Step Deck, 2- Axle 40' Flatbed Trailer	1993			CA697680
WINTERS	PBM - 300 Gallon Tank Sprayer Trailer				
WINTERS	SDI - 300 Gallon Tank Sprayer Trailer				
WINTERS	HAY - 300 Gallon Tank Sprayer Trailer				
WINTERS	Remote Control 300 Gallon Tank Sprayer Trailer				
FALLBROOK	TRAILMOBILE Lift Gate Dlly	2000	Trailmobile		1PT0Y00G5Y9010701
FALLBROOK	TRAILMOBILE Lift Gate Dlly	2000	Trailmobile		1PT0Y00G3Y9010700
FALLBROOK	TRAILMOBILE Lift Gate Dlly	2000	Trailmobile		1PT0Y00G0Y9010699
FALLBROOK	TRAILMOBILE Lift Gate Dlly	2000	Trailmobile		1PT0Y00G9Y9010698
FALLBROOK	TRAILMOBILE Lift Gate Dlly	2000	Trailmobile		1PT0Y00G7Y9010697
FALLBROOK	TRAILMOBILE Lift Gate Dlly	2000	Trailmobile		1PT0Y00G5Y9010696
FALLBROOK	TRAILMOBILE Lift Gate Dlly	2000	Trailmobile		1PT0Y00G3Y9010695
FALLBROOK	TRAILMOBILE Lift Gate Dlly	2000	Trailmobile		1PT0Y00G1Y9010694
FALLBROOK	TRAILMOBILE Lift Gate Dlly	2000	Trailmobile		1PT0Y00GXY9010693
FALLBROOK	TRAILMOBILE Lift Gate Dlly	2000	Trailmobile		1PT0Y00G8Y9010692
FALLBROOK	TRAILMOBILE Lift Gate Dlly	2000	Trailmobile		1PT0Y00G6Y9010691
FALLBROOK	TRAILMOBILE Lift Gate Dlly	2000	Trailmobile		1PT0Y00G4Y9010690
FALLBROOK	TRAILMOBILE Lift Gate Dlly	2000	Trailmobile		1PT0Y00G8Y9010689
FALLBROOK	TRAILMOBILE Lift Gate Dlly	2000	Trailmobile		1PT0Y00G6Y9010688

<u>LOCATION</u>	<u>DESCRIPTION</u>	YEAR	MAKE	MODEL	VIN
FALLBROOK	TRAILMOBILE Lift Gate Dlly	2000	Trailmobile		1PT0Y00G4Y9010687
FALLBROOK	TRAILMOBILE Lift Gate Dlly	2000	Trailmobile		1PT0Y00G2Y9010686
FALLBROOK	TRAILMOBILE Lift Gate Dlly	2000	Trailmobile		1PT0Y00G0Y9010685
FALLBROOK	TRAILMOBILE Lift Gate Dlly	2000	Trailmobile		1PT0Y00G9Y9010684
FALLBROOK	TRAILMOBILE Lift Gate Dlly	2000	Trailmobile		1PT0Y00G7Y9010683
WINTERS	TRAILMOBILE DOLLY	1999	Trailmobile		1PT0YR0G0X9006185
WINTERS	TRAILMOBILE DOLLY	1999	Trailmobile		1PT0YR0G6X9006188
WINTERS	TRAILMOBILE DOLLY	1999	Trailmobile		1PTOYROG2X9006186
FALLBROOK	TRAILMOBILE Lift Gate Dlly	1999	Trailmobile		1PT0YR0G9X9006167
FALLBROOK	TRAILMOBILE Lift Gate Dlly	1999	Trailmobile		1PT0YR0G6X9006174
FALLBROOK	Trailmobile Dolly	1999	Trailmobile		1PT0YR0G5X9006182
WINTERS	TRAILMOBILE DOLLY	1998	Trailmobile		1PT0YR0G8X9006189
WINTERS	TRAILMOBILE DOLLY	1998	Trailmobile		1PT0Y0RG7X9006183
WINTERS	TRAILMOBILE DOLLY	1998	Trailmobile		1PT0Y0RG5X9006179
WINTERS	TRAILMOBILE DOLLY	1998	Trailmobile		1PTOYR0G4X9006245
WINTERS	TRAILMOBILE DOLLY	1998	Trailmobile		1PTOYR0G2X9006186
WINTERS	TRAILMOBILE DOLLY	1998	Trailmobile		1PT0YR0G9X90061184
WINTERS	TRAILMOBILE DOLLY	1998	Trailmobile		1PT0YR0G8X9006161
FALLBROOK	Trailmobile Dolly	1998	Trailmobile		1PT0YR0G3X9006181
FALLBROOK	Trailmobile Dolly	1998	Trailmobile		1PT0YR0G3X9006178
FALLBROOK	Trailmobile Dolly	1998	Trailmobile		1PT0YR0G1X9006180
FALLBROOK	Trailmobile Dolly	1998	Trailmobile		1PT0YR0G1X9006177
FALLBROOK	Wabash National Trailer	2003	Wabash		1JJV532W03L846293

LOCATION	DESCRIPTION	<u>YEAR</u>	<u>MAKE</u>	MODEL	VIN
WINTERS	SDI - 500 Gallon Tank Sprayer				
WINTERS	Trailer				
WINTERS	Rears - 500 Gallon Tank Sprayer Trailer				
WINTERS	PBM - 500 Gallon Tank Sprayer Trailer				
WINTERS	PBM - 500 Gallon Tank Sprayer Trailer				
WINTERS	PBM - 500 Gallon Tank Sprayer Trailer				
WINTERS	SDI - 500 Gallon Tank Sprayer Trailer				
FALLBROOK	Utility Trailer	1997	Utility		1UYVS2536WU218834
WINTERS	STRICK 53' Van Trailer Interlift Gates	1993	Strick		1PTO4KAH1P9000115
WINTERS	STRICK 53' Van Trailer Interlift Gates	1993	Strick		1PT04KAH3P9000326
FALLBROOK	STRICK 53' Van Trailer Interlift Gates	1993	Strick		1PTO4KAH0P9000168
FALLBROOK	STRICK 53' Van Trailer Interlift Gates	1993	Strick		1PTO4KAH9P9000184
FALLBROOK	STRICK 53' Van Trailer Interlift Gates	1993	Strick		1PT04KAH5P9000148
FALLBROOK	STRICK 53' Van Trailer Interlift Gates	1993	Strick		1PTO4KAH8P9000337
FALLBROOK	STRICK 53' Van Trailer Interlift Gates	1993	Strick		1PTO4KAHOP9000137
FALLBROOK	STRICK 53' Van Trailer Interlift Gates	1993	Strick		1PTO4KAH9P9000170
FALLBROOK	STRICK 53' Van Trailer Interlift Gates	1993	Strick		1PTO4KAHXN9003902
FALLBROOK	STRICK 53' Van Trailer Interlift Gates	1993	Strick		1PTO4KAH8N9004479
FALLBROOK	STRICK 53' Van Trailer Interlift Gate	1992	Strick		1S12E9533NE347554
FALLBROOK	DORSEY 48' Van Trailer MAXON Liftgate	1988	Dorsey		1DTV11Z26JA184442
FALLBROOK	DORSEY 48' Van Trailer MAXON Liftgate	1988	Dorsey		1DTV11Z29JA184449
FOREST GROVE	Triple Axle Trailer 40'	1977			TRL 84284
FOREST GROVE	Triple Axle Trailer 40', Wood Deck	1977			TRL79956
FOREST GROVE	Triple Axle Trailer 40'	1977			

LOCATION	<u>DESCRIPTION</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	VIN
FOREST	Triple Axle Trailer 40'	1977			TRL 91222
GROVE	Triple Time Trailer 10	1577			1100 / 1222
WINTERS	TRAILMOBILE VAN	1988	Trailmobile		IPT0BREJ9007330
WINTERS	TRAILMOBILE VAN	1974	Trailmobile		7L46507004
WINTERS	TRAILMOBILE N/A	1988	Trailmobile		1PT07BRE9J9005572
WINTERS	TRAILMOBILE N/A	1988	Trailmobile		1PTO7BRE7J9009345
WINTERS	TRAILMOBILE VAN	1988	Trailmobile		1PTO7BRE1J9005565
WINTERS	TRAILMOBILE N/A	1985	Trailmobile		1PTO73AE6F9004480
WINTERS	TRAILMOBILE VAN	1988	Trailmobile		1PT07BRE5J9005567
WINTERS	TRAILMOBILE VAN	1987	Trailmobile		1PT072AE4H9007574
WINTERS	TRAILMOBILE 48 FT VAN	1984	Trailmobile		1PT01AAH1E9008666
WINTERS	TRAILMOBILE 48 FT VAN	1984	Trailmobile		1PT01AAH0E9008660
WINTERS	TRAILMOBILE 48 FT VAN	1984	Trailmobile		1PT011AH1E9010546
FALLBROOK	DELIVERY TRAILERS - 28-FT (8-UNITS)	1997			
WINTERS	TRAILMOBILE DOLLY	1996	Trailmobile		1PT0YR0G9V9003072
WINTERS	TRAILMOBILE DOLLY	1996	Trailmobile		1PTOTROGXV9003081
WINTERS	TRAILMOBILE DOLLY	1996	Trailmobile		1PT0YR0GXV9003078
WINTERS	TRAILMOBILE DOLLY	1996	Trailmobile		1PT0YR0G8V9003080
WINTERS	PBM - 200 Gallon Tank Sprayer Trailer				
WINTERS	PBM - 200 Gallon Tank Sprayer Trailer				
FALLBROOK	Dorsey Trailer	1970	Dorsey		86111
FALLBROOK	Dorsey Trailer	1970	Dorsey		85860
FALLBROOK	Dorsey Trailer	1970	Dorsey		85059
FALLBROOK	Utility Trailer	1966	Utility		6L66024001

<u>LOCATION</u>	<u>DESCRIPTION</u>	YEAR	<u>MAKE</u>	MODEL_	<u>VIN</u>
FALLBROOK	Kentucky Trailer	1971	Kentucky		41022
	·		·		
FALLBROOK	Kentucky Trailer	1996	Kentucky		1KKVE4828TL104538
FALLBROOK	Kentucky Trailer	1995	Kentucky		1KKVE4828TL104409
FALLBROOK	Kentucky Trailer	1986	Kentucky		78114
FALLBROOK	Kentucky Trailer	1987	Kentucky		1KKVD2918HL078110
FALLBROOK	Kentucky Trailer	1986	Kentucky		78108
FALLBROOK	Kentucky Trailer	1986	Kentucky		78104
FALLBROOK	Kentucky Trailer	1986	Kentucky		78102
FALLBROOK	Kentucky Trailer	1985	Kentucky		74626
FALLBROOK	Kentucky Trailer	1985	Kentucky		74619
FALLBROOK	Kentucky Trailer	1985	Kentucky		74617
FALLBROOK	Kentucky Trailer	1982	Kentucky		66026
WINTERS	Floor Replacement 10 Lowboy Farm Trailers				
FALLBROOK	New Banners for Trailers				
FALLBROOK	Trailer Repair	2008			
FALLBROOK	Replace lift gate on 5 trailers (sjc0202)	2002			
WINTERS	TRAILMOBILE VAN	1973	Trailmobile		K21511
WINTERS	COMET RACK TRAILER (marked "Sold")	1991	Comet		1COV28011MS038274
WINTERS	Utility Skid sprayer w/ trailer mounted booms		Utility		
WINTERS	TRAILMOBILE RACK TRAILER	1998	Trailmobile		1PTO1APE4X9006233
WINTERS	TRAILMOBILE RACK TRAILER	1998	Trailmobile		1PT07APE8X9006248
WINTERS	TRAILMOBILE RACK TRAILER	1998	Trailmobile		1PT07APE7X9006242
WINTERS	TRAILMOBILE RACK TRAILER	1998	Trailmobile		1PT07APE6X9006233

LOCATION	<u>DESCRIPTION</u>	<u>YEAR</u>	MAKE	MODEL	VIN
WINTERS	TRAILMOBILE RACK TRAILER	1998	Trailmobile		1PT07APE5X9006241
WINTERS	TRAILMOBILE RACK TRAILER	1998	Trailmobile		1PT07APE3X9006237
FALLBROOK	TRAILMOBILE 26 Lift Gate Trlr Carrier	2000	Trailmobile		1PT07APE1Y9010594
FALLBROOK	TRAILMOBILE 26 Lift Gate Trlr Carrier	1999	Trailmobile		1PTO1APE6X9006220
FALLBROOK	TRAILMOBILE 26 Lift Gate Trlr Carrier	1999	Trailmobile		1PTO1APEXX9006219
FALLBROOK	TRAILMOBILE 26 Lift Gate Trlr Carrier	1999	Trailmobile		1PTO1APE8X9006218
FALLBROOK	TRAILMOBILE 26 Lift Gate Trlr Carrier	1999	Trailmobile		1PTO1APE6X9006217
FALLBROOK	TRAILMOBILE 26 Lift Gate Trlr Carrier	1999	Trailmobile		1PTO1APE4X9006216
FALLBROOK	TRAILMOBILE 26 Lift Gate Trlr Carrier	1999	Trailmobile		1PTO1APE2X9006215
FALLBROOK	TRAILMOBILE 26 Lift Gate Trlr Carrier	1999	Trailmobile		1PTO1APE0X9006214
FALLBROOK	TRAILMOBILE 26 Lift Gate Trlr Carrier	1999	Trailmobile		1PTO1APE7X9006209
FALLBROOK	Trailmobil 53' Van Trailer MAXON Liftgate	1991	Trailmobile		1PTO1JAH1M9008584
WINTERS	Trailmobil 53' Van Trailer Interlift Gate	1991	Trailmobile		1PT01JAH3M9008599
GLEN FLORA	GF - CAPEX (F524) 2013 TRANSCRAFT STEEL TRAILER 48X102				
GLEN FLORA	GF - CAPEX (F525) 2013 TRANSCRAFT STEEL TRAILER 48X102				
BUNNELL	Tracking Trailer				
GLEN FLORA	Tracking trailers				
MILL CREEK	MC - (MC.18.004) ONSITE TRAINING				
BUNNELL	BNL - ASSET ID BNLF619 TRACKING TRAILER				
GLEN FLORA	GF.19.004 Tracking Trailers labor hours				
BUNNELL	F635 TRACKING TRAILER				
MIRAMAR	GF.19.004 TRACKING TRAILERS				
GLEN FLORA	GFL.21.010 Field Trailer Replacement (6)				

<u>LOCATION</u>	<u>DESCRIPTION</u>	YEAR	<u>MAKE</u>	MODEL	<u>VIN</u>
MILL CREEK	MCR.21.003 Flatbed Trailers				
OASIS	OE2240 Tracking trailer				
OASIS	OE2241 Tracking trailer				
OASIS	OE2242 Tracking trailer				
OASIS	OE2243 Tracking trailer				
PIRU	28', Single Axle trailer	1988	PIKE	0	1PKV2810XJS002023
PIRU	48' Trailer	1997	TRLMO	0	1PT01JAH3V9002884
PIRU	45', Tandem Axle trailer	1984	STRICK	0	1S12E9465ED258358
PIRU	45', Tandem Axle trailer	1984	STRICK	0	1S12E945ED258375
PIRU	43', Tandem Axle trailer	1989	MONON	0	1NNVA4524KM131496
PIRU	43', Tandem Axle Trailer	1995	UTILITY	0	1UYVS2482SC572234
PIRU	1995 UTILITY TRAILER	1995	UTILITY	0	1UYVS2421TC992001
PIRU	1996 UTILITY TRAILER	1996	UTILITY	0	1UYVS2423TC992002
PIRU	12', Tandem Axle Flatbed Trailers	0	MANUFACTURER UNKNOWN	0	0
MILL CREEK	BOAT TRAILER, DIAMOND CITY TRAILER				
GLEN FLORA	TRACKING TRAILER				
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GLEN FLORA	TRACKING TRAILER				
GLEN FLORA	4X4 WELDING TRAILER HAS P82 ATTACHED				
MILL CREEK	TRAILER SHOP BUILT LOCATED INSIDE B2				
MILL CREEK	BOX VAN 53' TRAILER				
MILL CREEK	48' FLATBED TOKEN TRAILER	1985	WILLCONN	ROAD BRUTE	1W1Z0D3H4F3303284
MILL CREEK	2001 LUFKIN TRAILER "NN39" PER TIFFANY				
GLEN FLORA	GOOSENECK FLATBED TRAILER	2007	PRO TRAK	40FT	
MILL CREEK	2012 TRACKING TRAILER 5X12 WITH OUT A TOP; VENDOR:AGRI-CARTS				
MILL CREEK	2012 TRACKING TRAILER 5X12 WITH OUT A TOP; VENDOR:AGRI-CARTS				
MILL CREEK	2012 TRACKING TRAILER 5X12 WITH OUT A TOP; VENDOR:AGRI-CARTS				
MILL CREEK	2012 TRACKING TRAILER 5X12 WITH OUT A TOP; VENDOR:AGRI-CARTS				
MILL CREEK	2012 TRACKING TRAILER 5X12 WITH OUT A TOP; VENDOR:AGRI-CARTS				

LOCATION	<u>DESCRIPTION</u>	YEAR	<u>MAKE</u>	MODEL	<u>VIN</u>
MILL CREEK	2012 TRACKING TRAILER 5X12 WITH OUT A TOP; VENDOR:AGRI-CARTS				
MILL CREEK	2012 TRACKING TRAILER 5X12 WITH OUT A TOP; VENDOR:AGRI-CARTS				
MILL CREEK	2012 TRACKING TRAILER 5X12 WITH OUT A TOP; VENDOR:AGRI-CARTS				
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LOCATION	<u>DESCRIPTION</u>	<u>YEAR</u>	<u>MAKE</u>	MODEL	<u>VIN</u>
MILL CREEK	2012 TRACKING TRAILER 5X12 WITH OUT A TOP; VENDOR:AGRI-CARTS				
MILL CREEK	2012 TRACKING TRAILER 5X12 WITH OUT A TOP; VENDOR:AGRI-CARTS				
MILL CREEK	2012 TRACKING TRAILER 5X12 WITH OUT A TOP; VENDOR:AGRI-CARTS				
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MILL CREEK	2012 TRACKING TRAILER 5X12 WITH OUT A TOP; VENDOR:AGRI-CARTS				

LOCATION	<u>DESCRIPTION</u>	YEAR	<u>MAKE</u>	MODEL	<u>VIN</u>
MILL CREEK	2012 TRACKING TRAILER 5X12 WITH OUT A TOP; VENDOR:AGRI-CARTS				
MILL CREEK	2012 TRACKING TRAILER 5X12 WITH OUT A TOP; VENDOR:AGRI-CARTS				
MILL CREEK	2012 TRACKING TRAILER 5X12 WITH OUT A TOP; VENDOR:AGRI-CARTS				
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MILL CREEK	2012 TRACKING TRAILER 5X12 WITH OUT A TOP; VENDOR:AGRI-CARTS				
MILL CREEK	2012 TRACKING TRAILER 5X12 WITH OUT A TOP; VENDOR:AGRI-CARTS				

LOCATION	<u>DESCRIPTION</u>	YEAR	MAKE	MODEL	<u>VIN</u>
MILL CREEK	2012 TRACKING TRAILER				
	5X12 WITH OUT A TOP; VENDOR:AGRI-CARTS				
MILL CREEK	2012 TRACKING TRAILER				
	5X12 WITH OUT A TOP; VENDOR:AGRI-CARTS				
MILL CREEK	2012 TRACKING TRAILER				
	5X12 WITH OUT A TOP; VENDOR:AGRI-CARTS				
MILL CREEK	2012 TRACKING TRAILER				
	5X12 WITH OUT A TOP; VENDOR:AGRI-CARTS				
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	5X12 WITH OUT A TOP; VENDOR:AGRI-CARTS				
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MILL CREEK	2012 TRACKING TRAILER				
	5X12 WITH OUT A TOP; VENDOR:AGRI-CARTS				
MILL CREEK	2012 TRACKING TRAILER				
	5X12 WITH OUT A TOP; VENDOR:AGRI-CARTS				

LOCATION	<u>DESCRIPTION</u>	<u>YEAR</u>	MAKE	<u>MODEL</u>	VIN
OASIS	FIELD TRAILER FOR LINERS/ STAKES/ FERTILIZER (SC)				
OASIS	FIELD TRAILER FOR LINERS/ STAKES/ FERTILIZER (SC)				
GLEN FLORA	SPRAYER ON A TRAILER HERBICIDE RIG PTO POWERED				
GLEN FLORA	"UT TRAILER" BURNT ORANGE				
GLEN FLORA	GF- PEOPLE MOVERS (TRACKING TRAILER)				
BUNNELL	- ALL PRO 24FT TRAILER BLACK MISSING TIRES, OLD CO		ALL PRO		12GN30235J213567
BUNNELL	1994 - TRAIL MOBILE - 071A- 1AAP - SHORT BOX VAN 30FT WHITE, OLD CO	1994	TRAIL MOBILE	071A-1AAP	1PT071AE3S9006059
BUNNELL	1980 - TRAIL MOBILE TRAIL MOBILE	1980	TRAIL MOBILE		V35591
BUNNELL	TRACKING TRAILER				
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BUNNELL	TRACKING TRAILER				
BUNNELL	TRACKING TRAILER				
BUNNELL	RAISED FLATBED TRACKING TRAILER 6X18				
BUNNELL	TRACKING TRAILER 6X16 SN39				
BUNNELL	TRACKING TRAILER 6X16 SN08				
BUNNELL	7X30 TRAILER "POS TRAILER"				
BUNNELL	7X10 LOW DECK TRAILER				
BUNNELL	8X16 TRACKING TRAILER OLD CO				
BUNNELL	8X16 TRACKING TRAILER OLD CO				
BUNNELL	7X30 LOWDECK TRAILER				
BUNNELL	7X30 LOWDECK TRAILER "OLDCO"				
BUNNELL	7X30 LOWDECK TRAILER				
BUNNELL	7X30 LOWDECK TRAILER				
BUNNELL	5X12 FARM TRAILER				
BUNNELL	LOW DECK TRAILER				

LOCATION	DESCRIPTION	<u>YEAR</u>	MAKE	MODEL	<u>VIN</u>
BUNNELL	TRACKING TRAILER				
BUNNELL	TRACKING TRAILER				
MILL CREEK	2016 - TRACKING TRAILER - 5X12 -VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER - 5X12 -VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER - 5X12 -VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER - 5X12 -VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER - 5X12 -VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER - 5X12 -VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER - 5X12 - WITH NO TOPS; VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER - 5X12 - WITH NO TOPS ; VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER - 5X12 - WITH NO TOPS ; VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER - 5X12 - WITH NO TOPS ; VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER - 5X12 - WITH NO TOPS; VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER - 5X12 - WITH NO TOPS; VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER - 5X12 - WITH NO TOPS ; VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER - 5X12 - WITH NO TOPS ; VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER - 5X12 - WITH NO TOPS; VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER - 5X12 - WITH NO TOPS ; VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER - 5X12 - WITH NO TOPS ; VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER - 5X12 - WITH NO TOPS ; VENDOR JOHN SMITH				

LOCATION	<u>DESCRIPTION</u>	<u>YEAR</u>	MAKE	MODEL	<u>VIN</u>
MILL CREEK	2016 - TRACKING TRAILER -				
	5X12 - WITH NO TOPS ; VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER -				
	5X12 - WITH NO TOPS ;				
MILL CREEK	VENDOR JOHN SMITH 2016 - TRACKING TRAILER -				
WILL CICLL	5X12 - WITH NO TOPS ;				
1411 - 00 -	VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER - 5X12 - WITH NO TOPS ;				
	VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER -				
	5X12 - WITH NO TOPS ; VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER -				
	5X12 - WITH NO TOPS;				
MILL CDEEK	VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER - 5X12 - WITH NO TOPS ;				
	VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER -				
	5X12 - WITH NO TOPS ; VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER -				
	5X12 - WITH NO TOPS;				
MILL CREEK	VENDOR JOHN SMITH 2016 - TRACKING TRAILER -				
WILL CREEK	5X12 - WITH NO TOPS ;				
	VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER -				
	5X12 - WITH NO TOPS ; VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER -				
	5X12 - WITH NO TOPS;				
MILL CREEK	VENDOR JOHN SMITH 2016 - TRACKING TRAILER -				
WILL CREEK	5X12 - WITH NO TOPS ;				
1411 1 00 00 11	VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER - 5X12 - WITH NO TOPS ;				
	VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER -				
	5X12 - WITH NO TOPS ; VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER -				
	5X12 - WITH NO TOPS;				
MILL CREEK	VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER - 5X12 - WITH NO TOPS ;				
	VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER -				
	5X12 - WITH NO TOPS ; VENDOR JOHN SMITH				
MILL CREEK	2016 - TRACKING TRAILER -				
	5X12 - WITH NO TOPS;				
	VENDOR JOHN SMITH				

LOCATION	<u>DESCRIPTION</u>	YEAR	<u>MAKE</u>	MODEL	<u>VIN</u>
BUNNELL	BN- 200 GALLON HERBICIDE SPRAYER TRAILER				
MILL CREEK	DUMP TRAILER #2 (MC)				
GLEN FLORA	GF DUMP TRAILER				
GLEN FLORA	GF DUMP TRAILER				
HOMESTEAD	UNMARKED GREEN TRAILER				
BUNNELL	Tracking Trailers - MC Potting				
HOMESTEAD	UNMARKED GREEN TRAILER				
HOMESTEAD	UNMARKED GREEN TRAILER				
HOMESTEAD	UNMARKED GREEN TRAILER				
HOMESTEAD	UNMARKED GREEN TRAILER				
HOMESTEAD	UNMARKED GREEN TRAILER				
HOMESTEAD	UNMARKED GREEN TRAILER				
HOMESTEAD	UNMARKED GREEN TRAILER				
HOMESTEAD	UNMARKED GREEN TRAILER				
HOMESTEAD	UNMARKED GREEN TRAILER				
HOMESTEAD	GREEN MARKED TRAILER				
HOMESTEAD	GREEN MARKED TRAILER				
HOMESTEAD	GREEN MARKED TRAILER				
HOMESTEAD	GREEN MARKED TRAILER				
HOMESTEAD	GREEN MARKED TRAILER				
HOMESTEAD	GREEN MARKED TRAILER				
HOMESTEAD	GREEN MARKED TRAILER				
HOMESTEAD	GREEN MARKED TRAILER				

LOCATION	<u>DESCRIPTION</u>	YEAR	<u>MAKE</u>	<u>MODEL</u>	VIN
HOMESTEAD	GREEN MARKED TRAILER				
HOMESTEAD	GREEN MARKED TRAILER				
HOMESTEAD	GREEN MARKED TRAILER				
HOMESTEAD	GREEN MARKED TRAILER				
HOMESTEAD	GREEN MARKED TRAILER				
HOMESTEAD	GREEN MARKED TRAILER				
HOMESTEAD	GREEN MARKED TRAILER				
HOMESTEAD	GREEN MARKED TRAILER				
HOMESTEAD	GREEN MARKED TRAILER				
HOMESTEAD	GREEN MARKED TRAILER				
BUNNELL	2016 - BIGTEX - 14LX - 14FT DUMP TRAILER	2016	BIGTEX	14LX	16VDX1427G5085323
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 65855				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 65855				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 65855				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 65855				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 65855				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 65855				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 67058				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 67058				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 67058				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 67058				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 67058				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 67058				
GLEN FLORA	TRACKING TRAILER - A COMPLETE ASSEMBLY, INC 66169				

LOCATION	<u>DESCRIPTION</u>	YEAR	MAKE	<u>MODEL</u>	VIN
GLEN FLORA	TRACKING TRAILER - A COMPLETE ASSEMBLY, INC 66169				
GLEN FLORA	TRACKING TRAILER - A COMPLETE ASSEMBLY, INC 66169				
GLEN FLORA	TRACKING TRAILER - A COMPLETE ASSEMBLY, INC 66169				
GLEN FLORA	TRACKING TRAILER - A COMPLETE ASSEMBLY, INC 66169				
GLEN FLORA	TRACKING TRAILER - A COMPLETE ASSEMBLY, INC 66169				
GLEN FLORA	TRACKING TRAILER - A COMPLETE ASSEMBLY, INC 66169				
GLEN FLORA	TRACKING TRAILER - A COMPLETE ASSEMBLY, INC 66169				
GLEN FLORA	TRACKING TRAILER - A COMPLETE ASSEMBLY, INC 66169				
GLEN FLORA	TRACKING TRAILER - A COMPLETE ASSEMBLY, INC 66169				
GLEN FLORA	TRACKING TRAILER - A COMPLETE ASSEMBLY, INC 66169				
GLEN FLORA	TRACKING TRAILER - A COMPLETE ASSEMBLY, INC 66169				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 67058				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 67058				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 67058				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 67058				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 67058				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 67058				
BRADSHAW	PULL TRAILER W/ STEP			ADVANCE DISPLR	ADVANCE DISPLR
BRADSHAW	PULL TRAILER W/ STEP			ADVANCE DISPH	ADVANCE DISPH
BRADSHAW	PALLET TRAILER WLSTEP			ADVANCE DISPLR	ADVANCE DISPLR
BRADSHAW	PALLET TRAILER WLSTEP			ADVANCE DISPLR	ADVANCE DISPLR

LOCATION	<u>DESCRIPTION</u>	<u>YEAR</u>	<u>MAKE</u>	MODEL	<u>VIN</u>
BRADSHAW	PULL TRAILER			ADVANCE DISDLA	ADVANCE DISPL<
DKADSHA W	FULL TRAILER			ADVANCE DISPL<	ADVANCE DISFL
BRADSHAW	PULL TRAILER			ADVANCE DISPLA	ADVANCE DISPLA
STEELE	DEL TRAILER 1988 DOF ND			DORSEY VAN	1DTV51Z2XJA183010
STEELE	ADS H TRAILER			ADS H TRAILER	NIA
HUNTINGTON	PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
STEELE	TRAILER			DORSEY VAN TRAILER	1 DTV51Z2XJA183007
STEELE	TRAILER			FRUEHAUF VAN TRAILER	1 H2V04823JB013485
STEELE	TRAILER			FRUEHAUF VAN TRAILER	1 H4V04829JJ000107
STEELE	PULL TRAILER			BLASIUS PTL	NA
STEELE	PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
STEELE	MCSTACK PULL TRAILE OR			A.D.S. MCSTACK TRAIL NA	A.D.S. MCSTACK TRAIL NA
STEELE	PULL TRAILER			A.D.S. H WAGON STYL N/A	A.D.S. H WAGON STYL N/A
STEELE	PULL TRAILER			ADS PULL TRAILER	ADS PULL TRAILER
STEELE	PULL TRAILER			A. D. S. PULL TRAILER NIA	A. D. S. PULL TRAILER NIA
STEELE	PULL TRAILER			A. D. S. A	N/A
PAUMA	PULL TRAILER			ADS PULLTRAILER N/A	ADS PULLTRAILER N/A
BUNNELL	GOOSENECK TRAILER - OLD PLANT LIFE ASSET				
BUNNELL	GOOSENECK TRAILER - OLD PLANT LIFE ASSET				
BUNNELL	GOOSENECK TRAILER - OLD PLANT LIFE ASSET				
BUNNELL	GOOSENECK TRAILER - OLD PLANT LIFE ASSET				
BUNNELL	GOOSENECK TRAILER - OLD PLANT LIFE ASSET				
BUNNELL	GOOSENECK TRAILER - OLD PLANT LIFE ASSET				
STEELE	1994 GRATD TRAILER SD			GREATE DAN DT	IGRAA962IRS060018

LOCATION	<u>DESCRIPTION</u>	<u>YEAR</u>	MAKE	MODEL	<u>VIN</u>
amppy p	1004 PPI WIPPU PP I W F 0P				
STEELE	1996 DELIVERY TRAILE SD			KENTUKY VAN	IKKVE4829TL104421
STEELE	1996 DELIVERY TRAILE SD			KENTUCKY VAN	IKKVE4824TL104410
STEELE	AIR COMPRESSOR ON TRAILER SV			PREDITOR AIR COMPRESSOR	0005-0619
STEELE	DELIVERY TRAILER			TRAILMOBILE VAN	1 PT072AE4K9002379
MIRAMAR	FLAT BED TRAILER			VILC CARRIER	VT492079
STEELE	. PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
BRADSHAW	18 FLAT BED TRAILER TREES ND			N/A	N/A
BRADSHAW	GATOR TRAILER			N/A	N/A
BRADSHAW	GATOR TRAILER			N/A	N/A
BRADSHAW	GATOR TRAILER			N/A	N/A
BRADSHAW	GATORTRAILER			N/A	N/A
STEELE	GREAT DANE TRAILER SD			GREAT DANE VAN	1GRAB5413DBO82711
STEELE	DEL TRAILER 48			STRICK 48 AIR RIDE	1S12E9483SD403927
PAUMA	DISTRIBUTION TRAILERS PV 709			N/A	N/A
PAUMA	DISTRIBUTION TRAILERS PV 709			N/A	N/A
PAUMA	FLAT BED PULL TRAILE			A.D.S. HWAGON STYLNA	A.D.S. HWAGON STYLNA
PAUMA	FLAT BED PULL TRAILE			A.D.S. HWAGON STYLNA	A.D.S. HWAGON STYLNA
PAUMA	FLAT BED PULL TRAILE			ADS A	N/A
PAUMA	FLAT BED PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
PAUMA	FLAT BED PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
PAUMA	FLAT BED PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
PAUMA	FLAT BED PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
PAUMA	FLAT BED PULLTRAILER			A.D.S. HWAGON STYLNA	A.D.S. HWAGON STYLNA

LOCATION	<u>DESCRIPTION</u>	<u>YEAR</u>	<u>MAKE</u>	MODEL	VIN
PAUMA	FLAT BED PULLTRAILER			A.D.S. HWAGON	A.D.S. HWAGON
				STYLNA	STYLNA
PAUMA	FLAT BED PULLTRAILER			A.D.S. HWAGON STYLNA	A.D.S. HWAGON STYLNA
BRADSHAW	FLAT BED TRAILER TREES			N/A	N/A
BRADSHAW	FLAT BED TRAILER TREES			N/A	N/A
PAUMA	FLAT TOP TRAILER W/MID AXLES PV 710			N/A	N/A
STEELE	1992 UTILITY DEL TRAIL SD			UTILITY 1992 CURTAIN	1UYTS2487NC683812
STEELE	1995 UTILITY 48' TRAILE SD			UTILITY 48'	IPT01JAH3S6003353
BRADSHAW	2002 TURF TRAILER			N/A	N/A
STEELE	45' VAN TRAILER			DORSE VAN	1DWS1X20FA170096
STEELE	60 STEEL RAMPS FOR DELIVERY TRAILERS SD510			N/A	N/A
STEELE	83 ALFA TRAILER			ALFA 1983 CCH	1AU046023DA004272
STEELE	85 FRUEHAUF TRAILER			FREUHAUF VAN	1H4V02818FJO05902
STEELE	MCSTACK PULL TRAILE SV			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
BRADSHAW	PALLET TRAILER			N/A	N/A
BRADSHAW	PALLET TRAILER			N/A	N/A
BRADSHAW	PALLET TRAILER			N/A	N/A
BRADSHAW	PALLET TRAILER			N/A	N/A
BRADSHAW	PALLET TRAILER			N/A	N/A
BRADSHAW	PALLET TRAILER			N/A	N/A
BRADSHAW	PALLET TRAILER			N/A	N/A
BRADSHAW	PALLET TRAILER			N/A	N/A
BRADSHAW	PALLET TRAILER			N/A	N/A
BRADSHAW	PALLET TRAILER			ADVANCE DISPH	ADVANCE DISPH

LOCATION	<u>DESCRIPTION</u>	YEAR	MAKE	MODEL	<u>VIN</u>
BRADSHAW	PALLET TRAILER			ADVANCE DISPH	ADVANCE DISPH
BRADSHAW	PALLET TRAILER			ADVANCE DISPT	ADVANCE DISPT
BRADSHAW	PALLET TRAILER			ADVANCE DISPL:	ADVANCE DISPL:
BRADSHAW	PALLET TRAILER			ADVANCE DISPH	ADVANCE DISPH
BRADSHAW	PALLETTRAILER			N/A	N/A
BRADSHAW	PULL TRAILER			N/A	N/A
BRADSHAW	PULL TRAILER			N/A	N/A
BRADSHAW	PULL TRAILER			N/A	N/A
STEELE	PULL TRAILER			BLASIUS PULL TRAILER	BLASIUS PULL TRAILER
STEELE	PULL TRAILER			BLASIUS PTL	NA
STEELE	PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
STEELE	PULL TRAILER			N/A N/A	N/A
STEELE	PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
STEELE	PULL TRAILER			A.D.S WAGON SYLE	A.D.S WAGON SYLE
STEELE	PULL TRAILER			LAWSON LOW BOY	N/A
STEELE	PULLTRAILER			A.D.S WAGON SYLE	A.D.S WAGON SYLE
STEELE	PULLTRAILER			A.D.S WAGON SYLE	A.D.S WAGON SYLE
STEELE	PULLTRAILER			A.D.S WAGON SYLE	A.D.S WAGON SYLE
BRADSHAW	PULL TRAILER			ADVANCE DISPL<	ADVANCE DISPL<
ESCONDIDO	PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
ESCONDIDO	PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
ESCONDIDO	PULL TRAILER			ADS A	N/A
ESCONDIDO	PULL TRAILER			ADS PULL TRAILERN/A	ADS PULL TRAILERN/A

<u>LOCATION</u>	<u>DESCRIPTION</u>	YEAR	<u>MAKE</u>	<u>MODEL</u>	<u>VIN</u>
PAUMA	PULL TRAILER			A.D.S. HWAGON	A.D.S. HWAGON STYLNA
PAUMA	PULL TRAILER			STYLNA A.D.S. HWAGON STYLNA	A.D.S. HWAGON STYLNA
PAUMA	PULL TRAILER			A.D.S. HWAGON STYLNA	A.D.S. HWAGON STYLNA
PAUMA	PULL TRAILER			A.D.S. HWAGON STYLNA	A.D.S. HWAGON STYLNA
PAUMA	PULL TRAILER			A.D.S. HWAGON STYLNA	A.D.S. HWAGON STYLNA
PAUMA	PULL TRAILER			A.D.S. HWAGON STYLNA	A.D.S. HWAGON STYLNA
PAUMA	PULL TRAILER			A.D.S. HWAGON STYLN/A	A.D.S. HWAGON STYLN/A
PAUMA	PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
PAUMA	PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
PAUMA	PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
PAUMA	PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
PAUMA	PULL TRAILER			A.D.S. H WAGON STYL N/A	A.D.S. H WAGON STYL N/A
PAUMA	PULL TRAILER			A.D.S. H WAGON STYL N/A	A.D.S. H WAGON STYL N/A
PAUMA	PULL TRAILER			A.D.S. H WAGON STYL N/A	A.D.S. H WAGON STYL N/A
PAUMA	PULL TRAILER			N/A PULTRAILER	N/A PULTRAILER
PAUMA	PULL TRAILER			ADS PULL TRAILERN/A	ADS PULL TRAILERN/A
STEELE	PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
STEELE	PULL TRAILER			A.D.S WAGON SYLE	A.D.S WAGON SYLE
STEELE	PULL TRAILER			A.D.S. H WAGON STYLNA	A.D.S. H WAGON STYLNA
STEELE	PULL TRAILER			A.D.S. WAGON SYLE	A.D.S. WAGON SYLE
STEELE	PULL TRAILER			A.D.S. WAGON SYLE	A.D.S. WAGON SYLE
STEELE	PULL TRAILER			A.D.S. H WAGON	N/A
STEELE	PULL TRAILER			A.D.S. H WAGON STYLNA	A.D.S. H WAGON STYLNA

LOCATION	<u>DESCRIPTION</u>	<u>YEAR</u>	<u>MAKE</u>	MODEL	<u>VIN</u>
STEELE	PULL TRAILER			A.D.S H WAGON	N/A
STEELE	PULL TRAILER			A.D.S. WAGON SYLE	A.D.S. WAGON SYLE
STEELE	PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
STEELE	PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
STEELE	PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
STEELE	PULL TRAILER			N/A FLAT BEAD TRA	N/A FLAT BEAD TRA
STEELE	PULL TRAILER			A.D.S. H WAGON STYL N/A	A.D.S. H WAGON STYL N/A
STEELE	PULL TRAILER			A.D.S. H WAGON STYL N/A	A.D.S. H WAGON STYL N/A
STEELE	PULL TRAILER			A.D.S. H WAGON STYL N/A	A.D.S. H WAGON STYL N/A
STEELE	PULL TRAILER			A.D.S. H WAGON STYL N/A	A.D.S. H WAGON STYL N/A
STEELE	PULL TRAILER			A.D.S. H WAGON STYL N/A	A.D.S. H WAGON STYL N/A
STEELE	PULL TRAILER			ADS H WAGON STYL N/A	ADS H WAGON STYL N/A
STEELE	PULL TRAILER			ADS PULL TRAILER	ADS PULL TRAILER
STEELE	PULL TRAILER			ADS H- TRAILER	N/A
STEELE	PULL TRAILER			ADS H-TRAILER	N/A
STEELE	PULL TRAILER			ADS PULL TRAILER N/A	ADS PULL TRAILER N/A
STEELE	PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
STEELE	PULL TRAILER FOR TRI SV			ADS A	N/A
STEELE	PULL TRAILER MODEL H SV 704			N/A	N/A
STEELE	PULL TRAILER MODEL H SV 704			N/A	N/A
STEELE	PULL TRAILER MODEL H SV 704			N/A	N/A
STEELE	PULL TRAILER MODEL H SV 704			N/A	N/A
STEELE	PULL TRAILER MODEL H SV 704			N/A	N/A

<u>LOCATION</u>	<u>DESCRIPTION</u>	YEAR	MAKE	MODEL	VIN
STEELE	PULL TRAILER MODEL H SV 704			N/A	N/A
BRADSHAW	PULL TRAILER SHRUBS			ADVANCE DISPLA	ADVANCE DISPLA
BRADSHAW	PULL TRAILER SHRUBS			ADVANCE DISPK	ADVANCE DISPK
STEELE	PULL TRAILER TRASH SV			ADS A	N/A
BRADSHAW	PULL TRAILER W/STEP			ADVANCE DISPLA	ADVANCE DISPLA
BRADSHAW	PULL TRAILER W/STEP			ADVANCE DISPLA	ADVANCE DISPLA
BRADSHAW	PULL TRAILER W/STEP			ADVANCE DISPLA	ADVANCE DISPLA
PAUMA	PULL TRAILER WAGON			ADS A	N/A
STEELE	PULL TRAILER WAGON			ADS H	N/A
STEELE	PULL TRAILER WAGON			ADS A	N/A
STEELE	PULL TRAILER WAGON			ADS H	N/A
STEELE	PULL TRAILER WAGON			ADS H	N/A
STEELE	PULL TRAILER WAGON			ADS H	N/A
STEELE	PULL TRAILER WAGON			ADS A	N/A
STEELE	PULL TRAILER WAGON			ADS A	N/A
STEELE	PULL TRAILER WAGON			ADS A	N/A
STEELE	PULL TRAILER WAGON			ADS A	N/A
STEELE	PULL TRAILER WATER ST			ADS A	N/A
BRADSHAW	PULL TRAILER WLSTEP			ADVANCE DISPL<	ADVANCE DISPL<
STEELE	PULL TRAILERS WITH SIDES SV 709			N/A	N/A
STEELE	PULL TRAILERS WITH SIDES SV 709			N/A	N/A
BRADSHAW	PULL TRAILERS FOAM TIRES NP 711			N/A	N/A
ESCONDIDO	PULLTRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA

<u>LOCATION</u>	<u>DESCRIPTION</u>	YEAR	<u>MAKE</u>	<u>MODEL</u>	<u>VIN</u>
PAUMA	PULLTRAILER			ADS PULL TRAILERN/A	ADS PULL TRAILERN/A
TAOMA	TOLLTRAILER			ADS POLL TRAILERIN/A	ADSTOLL TRAILERWA
PAUMA	PULLTRAILER			N/A PULL TRAILER	N/A PULL TRAILER
PAUMA	PULLTRAILER			ADS A	N/A
PAUMA	PULLTRAILER			ADS A	N/A
STEELE	PULLTRAILER			A.D.S. H WAGON STYL	A.D.S. H WAGON STYL NA
STEELE	PULLTRAILER			A.D.S. H WAGON STYL	A.D.S. H WAGON STYL NA
ESCONDIDO	RACK TRAILER ESCONDIDO SP-16			N/A	N/A
MIRAMAR	LOW BOY PULL TRAILER			ADS LOW BOY PULL TRAI N/A	ADS LOW BOY PULL TRAI N/A
MIRAMAR	LOW BOY PULL TRAILER			ADS LOW BOY PULL TRAI N/A	ADS LOW BOY PULL TRAI N/A
PAUMA	LOW BOY TRAILER			ADS LOW BOY TRAILERN/A	ADS LOW BOY TRAILERN/A
ESCONDIDO	MASTACK PULL TRAILE			N/A PULL TRAILER	N/A PULL TRAILER
HUNTINGTON	MASTACK PULL TRAILE HE			A.D.S. MCSTACK	NA
HUNTINGTON	MASTACK PULL TRAILE HIE			A.D.S. MCSTACK	NA
MIRAMAR	MCSTACK PULL TRAILER			ADS MCSTACK PULL TRAI N/A	ADS MCSTACK PULL TRAI N/A
MIRAMAR	MCSTACK PULL TRAILER			ADS MCSTACK PULL TRAI N/A	ADS MCSTACK PULL TRAI N/A
HUNTINGTON	MCSTACK PULL TRAILER			ADS MCSTACK	N/A
HUNTINGTON	MCSTACK PULL TRAILER			ADS MCSTACK	N/A
HUNTINGTON	MCSTACK PULL TRAILER			ADS MCSTACK	N/A
HUNTINGTON	MCSTACK PULL TRAILER			ADS MCSTACK	N/A
HUNTINGTON	MCSTACK PULL TRAILER			ADS MCSTACK PULL TRAIL, N/A	ADS MCSTACK PULL TRAIL, N/A
HUNTINGTON	MCSTACK PULL TRAILER			ADS MCSTACK PULL TRAI N/A	ADS MCSTACK PULL TRAI N/A
MIRAMAR	MCSTACK PULL TRAILER			ADS MCSTACK PULL TRAIL(N/A	ADS MCSTACK PULL TRAIL(N/A
MIRAMAR	MCSTACK PULL TRAILER			ADS MCSTACK PULL TRAIL N/A	ADS MCSTACK PULL TRAIL N/A

LOCATION	<u>DESCRIPTION</u>	YEAR	<u>MAKE</u>	MODEL	<u>VIN</u>
100	NOOTH ON DIVIN TO IN TO				L D G A LOGGIEL OVE DAVI
MIRAMAR	MCSTACK PULL TRAILER			ADS MCSTACK PULL TRAI N/A	ADS MCSTACK PULL TRAI N/A
MIRAMAR	MCSTACK PULL TRAILER			ADS MCSTACK PULL TRAI N/A	ADS MCSTACK PULL TRAI N/A
MIRAMAR	MCSTACK PULL TRAILER			ADS MCSTACK PULLI TRAIL N/A	ADS MCSTACK PULLI TRAIL N/A
MIRAMAR	MCSTACK PULL TRAILER			ADS MCSTACK PULL TRILER N/A	ADS MCSTACK PULL TRILER N/A
ESCONDIDO	MCSTACK PULL TRAILER			ADS H WAGON STYL N/A	ADS H WAGON STYL N/A
ESCONDIDO	MCSTACK PULL TRAILER			ADS H WAGON STYL N/A	ADS H WAGON STYL N/A
ESCONDIDO	MCSTACK PULL TRAILER			ADS H WAGON STYL N/A	ADS H WAGON STYL N/A
PAUMA	MCSTACK PULL TRAILER			A.D.S. MR-STACK	NA
PAUMA	MCSTACK PULL TRAILER			A.D.S. MCSTACK	NA
PAUMA	MCSTACK PULL TRAILER			A.D.S. MCSTACK	NA
PAUMA	MCSTACK PULL TRAILER			A.D.S. MCSTACK	NA
PAUMA	MCSTACK PULL TRAILER			A.D.S. MCSTACK	NA
PAUMA	MCSTACK PULL TRAILER			A.D.S. MCSTACK	NA
PAUMA	MCSTACK PULL TRAILER			A.D.S MCSTACK	NA
PAUMA	MCSTACK PULL TRAILER			A.D.S. MCSTACK	NA
PAUMA	MCSTACK PULL TRAILER			ADS MCSTACK	NIA
PAUMA	MCSTACK PULL TRAILER			ADS MCSTACK	N/A
PAUMA	MCSTACK PULL TRAILER			ADS MCSTACK PULL TRAIL N/S	ADS MCSTACK PULL TRAIL N/S
STEELE	MCSTACK PULL TRAILER			ADS MCSTACK PULL TRITER N/A	ADS MCSTACK PULL TRITER N/A
STEELE	MCSTACK PULL TRAILER			ADS MCSTACK PULL TRITER N/A	ADS MCSTACK PULL TRITER N/A
STEELE	MCSTACK PULL TRAILER			ADS MCSTACK PULL TRAILF N/A	ADS MCSTACK PULL TRAILF N/A
STEELE	MCSTACK TRAILERD PU 702			N/A	N/A
STEELE	MCSTACK TRAILERD PU 702			N/A	N/A

LOCATION	DESCRIPTION	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>VIN</u>
STEELE	MCSTACK TRAILERD PU 702			N/A	N/A
STEELE	MCSTACK TRAILERD PU 702			N/A	N/A
MIRAMAR	MSSTACK PULL TRAILER			ADS MCSTACK PULL TRAI N/A	ADS MCSTACK PULL TRAI N/A
MIRAMAR	MSTACK PULL TRAILER			ADS MCSTACK PULL TRILER N/A	ADS MCSTACK PULL TRILER N/A
BRADSHAW	MULE TRAILER			N/A	N/A
BRADSHAW	MULE TRAILER			N/A	N/A
BRADSHAW	MULE TRAILER			N/A	N/A
BRADSHAW	P PALLET TRAILER			N/A	N/A
PAUMA	PALLET PULL TRAILER			A.D.S. HWAGON STYLNA	A.D.S. HWAGON STYLNA
PAUMA	PALLET PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
STEELE	PALLET PULL TRAILER			A.D.S WAGON SYLE	A.D.S WAGON SYLE
STEELE	PALLET PULL TRAILER			A.D.S. H WAGON STYLNA	A.D.S. H WAGON STYLNA
STEELE	PALLET PULL TRAILER			A.D.S. WAGON SYLE	A.D.S. WAGON SYLE
STEELE	PALLET PULL TRAILER			A.D.S WAGON SYLE	A.D.S WAGON SYLE
STEELE	PALLET PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
STEELE	PALLET PULL TRAILER			A.D.S. PULL TRAILER NA	A.D.S. PULL TRAILER NA
STEELE	PALLET PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
STEELE	PALLET PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
STEELE	PALLET PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
STEELE	PALLET PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
PAUMA	PALLET PULL TRAILER PV			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
STEELE	PALLET PULL TRAILER SV			ADS A	N/A
STEELE	PALLET PULL TRAILER SV			ADS A	N/A

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>YEAR</u>	MAKE	<u>MODEL</u>	<u>VIN</u>
BRADSHAW	PALLET TRAILER			ADVANCE DISPH	ADVANCE DISPH
Bidibsiniw	TABLET TRAILER			ADVANCE DISTITI	AB VAIVEE BIST II
STEELE	PALLET TRAILER SV520			N/A	N/A
STEELE	PALLET TRAILER SV520			N/A	N/A
STEELE	PALLET TRAILER SV520			N/A	N/A
STEELE	PALLET TRAILERS PV536			N/A	N/A
PAUMA	PULL TRAILER			A.D.S. H WAGON STYL N/A	A.D.S. H WAGON STYL N/A
BRADSHAW	PULL TRAILER			N/A	N/A
ESCONDIDO	PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
BRADSHAW	PULL TRAILER			N/A	N/A
BRADSHAW	PULL TRAILER			N/A	N/A
BRADSHAW	PULL TRAILER			N/A	N/A
STEELE	PULL TRAILER			A.D.S. H WAGON STYL N/A	A.D.S. H WAGON STYL N/A
BRADSHAW	PULL TRAILER			ADVANCE DISPLA	ADVANCE DISPLA
BRADSHAW	PULL TRAILER			ADVANCE DISPLA	ADVANCE DISPLA
BRADSHAW	PULL TRAILER			ADVANCE DISPLA	ADVANCE DISPLA
BRADSHAW	PULL TRAILER			ADVANCE DISPLI	ADVANCE DISPLI
STEELE	PULL TRAILER			N/A FLAT BEAD TRA	N/A FLAT BEAD TRA
ESCONDIDO	PULL TRAILER			ADS PULL TRAILERN/A	ADS PULL TRAILERN/A
HUNTINGTON	PULL TRAILER			BLASIUS PTL	N/A
HUNTINGTON	PULL TRAILER			BLASIUS PULL TRAILER	BLASIUS PULL TRAILER
HUNTINGTON	PULL TRAILER			BLASIUS PTL	NA
HUNTINGTON	PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
HUNTINGTON	PULL TRAILER			A.D.S. PULL TRAILERNA	A.D.S. PULL TRAILERNA

LOCATION	DESCRIPTION	<u>YEAR</u>	MAKE	MODEL	VIN
HUNTINGTON	PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
HUNTINGTON	PULL TRAILER			A.D.S. H WAGON STYL NA	A.D.S. H WAGON STYL NA
HUNTINGTON	PULL TRAILER			N/A N/A	N/A N/A
HUNTINGTON	PULL TRAILER			A.D.S. H WAGON STYL	A.D.S. H WAGON STYL N/A
HUNTINGTON	PULL TRAILER			ADS H-TRAILER	N/A
HUNTINGTON	PULL TRAILER			ADS H-TRAILER	N/A
HUNTINGTON	PULL TRAILER			ADS MCSTACK	N/A
HUNTINGTON	PULL TRAILER			ADS FLAT BED	N/A
MIRAMAR	PULL TRAILER			ADVANCED DISP FLAT	N/A
MIRAMAR	PULL TRAILER			ADVANCED DISP FLAT BED PULL TRAIL(N/A	ADVANCED DISP FLAT BED PULL TRAIL(N/A
MIRAMAR	PULL TRAILER			ADVANCED DISP FLAT BED TRAILER N/A	ADVANCED DISP FLAT BED TRAILER N/A
MIRAMAR	PULL TRAILER			ADVANCED DISP FLAT BED PULL TRAIL(N/A	ADVANCED DISP FLAT BED PULL TRAIL(N/A
MIRAMAR	MCSTACK PULL TRAILER			ADS MCSTACK PULL TRAI N/A	ADS MCSTACK PULL TRAI N/A
HUNTINGTON	MCSTACK PULL TRAILER			ADS MCSTACK	N/A
MIRAMAR	MCSTACK PULL TRAILER			ADS MCSTACK PULL TRAI N/A	ADS MCSTACK PULL TRAI N/A
STEELE	SMALL PULL TRAILERST			CHANGZHOU90153	LN2UT08169Z029584
PAUMA	SPRAY PULL TRAILER			ADS HWAGON	N/A
PAUMA	SPRAYER PULL TRAILER			FMC SPRAYER	N/A
ESCONDIDO	SPRAYER TRAILER			FMC SPRAYER	N/A
STEELE	STRICK 48' DELIVERY TRAILER SHELVING			N/A	N/A
STEELE	STRICK 48' DELIVERY TRAILER SHELVING			N/A	N/A
STEELE	TEC. PULL TRAILER			ADS CUSTOM H TRITERNIA	ADS CUSTOM H TRITERNIA
STEELE	TEC. PULL TRAILER			ADS CUSTOM H TRAILERN/A	ADS CUSTOM H TRAILERN/A

LOCATION	<u>DESCRIPTION</u>	<u>YEAR</u>	MAKE	MODEL	VIN
STEELE	TECH PULL TRAILER			ADS CUSTOM H TRAILERN/A	ADS CUSTOM H TRAILERN/A
STEELE	TECK PULL TRAILER			ADS CUSTOM H TRAILERN/A	ADS CUSTOM H TRAILERN/A
MIRAMAR	TRAILER			SPRAY MACH TS-2500	1 BUD081040200779
STEELE	TRAILER			FREUHAUF VAN TRAILER	1 H4V04520BJ030246
STEELE	TRASH TRAILER SV 710			N/A	N/A
ESCONDIDO	TRAVEL TRAILER FOR SECURITY			ALJO CCH	1SY200120GB000872
STEELE	PULL TRAILER			A.D,S. H WAGON STYL N/A	A.D,S. H WAGON STYL N/A
PAUMA	PULL TRAILERS (2) PV SP 255			N/A	N/A
STEELE	PULL TRAILERS(3) SV SP 211			N/A	N/A
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 67058				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 67058				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 67058				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 67058				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 67058				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 67058				
STEELE	CURTAIN SIDE TRAILEF SD			NUVAN CURTAIN SIDE 1 1 N9F482P311045615	NUVAN CURTAIN SIDE 1 1 N9F482P311045615
STEELE	CURTAINSIDE DELIVERY TRAILE SD			UTILITY 48' CURTAINSIDE	1 UYTS2481 KC198206
STEELE	CURTAINSIDE DELIVERY TRAILE SO			UTILITY 48'CURTAINSIDE	1UYTS2480KC198214
STEELE	CURTAINSIDE TRAILER SD			FONTAIN CUTAINSIDE TR, 13N482C235917669	FONTAIN CUTAINSIDE TR, 13N482C235917669
STEELE	CURTIN SIDE TRAILER SD			NUVAN CURTIN SIDE TF 1N9F482PX11045627	NUVAN CURTIN SIDE TF 1N9F482PX11045627
STEELE	KENTOCKY DEL TRAILE SD			KENTUCKY VAN DROP DECI IKKVE482OTL104498	KENTUCKY VAN DROP DECI IKKVE482OTL104498
STEELE	MCSTACK CURTAIN SIDE TRAILER			99 UTILITY 1999 CURTAIN	1 UYTS2485YA177945

<u>LOCATION</u>	DESCRIPTION	YEAR	<u>MAKE</u>	<u>MODEL</u>	VIN
STEELE	MCSTACK CURTAIN SIDE			99 UTILITY 1999	1 UYTS2486YA177937
WINTERS	TRAILER MCSTACK CURTAIN SIDE			CURTAIN 99 UTILITY 1999	1 UYTS2487YA177932
	TRAILER			CURTAIN	
FOREST GROVE	FLATS TRAILER			ADVANCE DISPL,	ADVANCE DISPL,
FOREST GROVE	FLATS TRAILER PROPAGATION BS			ADVANCE DISPLA	ADVANCE DISPLA
FOREST GROVE	FLATS TRAILER PROPAGATIONBS			ADVANCE DISPL<	ADVANCE DISPL<
STEELE	1994 WILSON DEL TRAI SD			WILSON 1994 CURTAIN	1 W1 BGB602SF306011
STEELE	28' CURTAIN SIDE TRAI SO			UTILITY	1UYTS1286XA880501
STEELE	28' DELIVERY TRAILER			GREAT DANE 28' VAN TRAILEF I GRAA5611 1 K239762	GREAT DANE 28' VAN TRAILEF I GRAA5611 1 K239762
STEELE	28' DELIVERY TRAILER SD			STRICK 28' VAN	1S11ES28XTE404884
STEELE	28' DELIVERY TRAILER SD			TRAILMOBILE 28' VAN	1PT07AAE929002274
STEELE	28' DELIVERY TRAILER VAN			STRICK 28'DRYVAN	LS11E8286YD467994
STEELE	28' DRY VAN TRAILER			GREAT DANE 28' DRYVAN	1GRAA561XJB215508
STEELE	28' DRY VAN TRAILER			UTILITY 28' DRY VAN	1UYVS1283HC790401
STEELE	28' DRY VAN TRAILER			UTILITY 28' DRY VAN	1 UYVS1298KC198301
STEELE	28' TRAILER			UTILITY 28' DRY VAN	1UYVS291KC198303
STEELE	28' TRAILER			GREAT DANE 28' VAN	1GRAA56151 K239781
STEELE	28' TRAILER			GREAT DANE 28' VAN	1 GRAA561X1 K239792
STEELE	28' TRAILER			GREAT DANE 28' VAN	1 GRAA56171 K239801
STEELE	28' TRAILER MM			WABASH 28' TRAILER MM	1 JJV281 W14L864701
BRADSHAW	50 FLAT CARRIER TRAILER			N/A	N/A
STEELE	MCSTACK CURTAIN SIDE TRAILER			99 UTILITY 1999 CURTAIN	1UYTS2489YA177929
STEELE	MCSTACK CURTAIN SIDE TRAILER			KENTUCKY	1996 DEL. TRAIL 1KKVE4826TL104411
STEELE	TRAILER			GREAT DANE 28' DRYVAN	1G RAA5614XB163401

LOCATION	<u>DESCRIPTION</u>	YEAR	MAKE	<u>MODEL</u>	<u>VIN</u>
OTEFI E	TDAILED			CDEAT DANE 201	1CD A A 5 (1 (VD1 (2402
STEELE	TRAILER			GREAT DANE 28' DRYVAN	1GRAA5616XB163402
STEELE	TRAILER			GREAT DANE 28' DRYVAN	1 G RAA561 XXB163404
STEELE	TRAILER			FO NTA FB	13N248207H1541931
STEELE	TRAILER			DUNHM VAN TRAILER	1 DNV281C1 EM015323
STEELE	TRAILER			DUNHM VAN TRAILER	1DNV281C3EM015369
PAUMA	PULL TRAILERS PV535			N/A	N/A
PAUMA	MCSTACK TRAILERS PV620			N/A	N/A
STEELE	TRAILER GOOSENECK			GOOSE NECK MITYM	4AGHU44D4TCO23873
STEELE	TRAILER GOOSENECK			GOOSE NECK MITYM	4AGHU44D4VC024251
STEELE	WNC 2004 VAN TRAILER 28'DRP FRAME			N/A	N/A
STEELE	WNC 2004 VAN TRAILER 28'DRP FRAME			N/A	N/A
STEELE	WNC 2004 VAN TRAILER 28'DRP FRAME			N/A	N/A
STEELE	WNC 2004 VAN TRAILER 28'DRP FRAME			N/A	N/A
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 67058				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 67058				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 67058				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 67058				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 67058				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 67058				
BUNNELL	TRACKING TRAILER - JOHN SMITH & SONS, INC - 71346				
HOMESTEAD	(F518) HM.18.006 PO#70841 LOW DECK TRACKING TRAILER 6X16				
HOMESTEAD	HM.18.006 PO#70841 LOW DECK TRACKING TRAILER 6X16				

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>YEAR</u>	MAKE	MODEL	<u>VIN</u>
HOMESTEAD	HM.18.006 PO70841 DLX				
1101112012112	TRAILER 5X12 SHAMRCK ALUMINUM DK				
HOMESTEAD	HM.18.006 PO70841 DLXTRAILER 5X12 SHAMRCK ALUMDK				
HOMESTEAD	HM.18.006 PO70841 DLX TRAILER 5X12 SHAMRCK ALUM SHEET DK				
BUNNELL	TRACKING TRAILERS				
BUNNELL	TRACKING TRAILERS				
GLEN FLORA	2011 RANCO BOTTOM DUMP TRAILER	2011	Ranco		1D9SD4028BR661180
BUNNELL	TRAILER REPAIR GOOSENECKS QTY 5				
OASIS	Harvest Trailers OAS.21.003				F219292
OASIS	Harvest Trailers OAS.21.003				F219291
OASIS	Harvest Trailers OAS.21.003				F219294
OASIS	Harvest Trailers OAS.21.003				F219295
OASIS	OAS.21.003 Harvest Trailers			EZ TRAILER	F219290
OASIS	Harvest Trailers OAS.21.003				F219293
WINTERS	WIN.20.006 - Tractor pull trailers for Canning line				
MILL CREEK	2018 RAM 2500	2018	RAM	2500	3C6UR5CJ6JG177245
PAUMA	Active Ext Cab Truck W/AC			Vantage VEHICLES	91B2113JC113149
PAUMA	Active Ext Cab Truck W/AC			Vantage VEHICLES	91B2113JC113150
STEELE	Clamps for Shelving Boards Delivery trailers				1FTRW07L32KC95849
STEELE	MCStack Pallets Soft Side Trailer			MCStack	1KKVE4828TL104409
STEELE	Semi Trailer 48 FT			1KKVE4829NL092435	1KKVE4829NL092435
STEELE	Semi Trailer 48 FT			1KKVE4828NL091843	1KKVE4828NLO91843
STEELE	Semi Trailer 28 FT			1GRAA56114B707297	1GRAA56114B707297

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	VIN
STEELE	Semi Trailer 28 FT			1GRAA56134B707298	1GRAA56134B707298
STEELE	Vantage Small Truck			Vantage Van	LFBOC1355J6POO136
STEELE	Vantage Small Truck			Vantage Van	LFBOC1359J6POO141
HUNTINGTON	Ford Ranger			Ford Truck	
FALLBROOK	International Water Truck, 4x2	1987	International	1754	1HSLCZVNXJH569221
FALLBROOK	Freightliner Water truck	2001	Ford	LN8000	1FDXR80U2FVA29819
WINTERS	Water Truck				
FOREST GROVE	KENWORTH DUMP TRUCK, Cabover	1986	Kenworth		1NKEL29X56J368590
FOREST GROVE	PETRBILT DUMP TRUCK 26' (Dry Van Per Inspection)	1997	Peterbilt	330	3BPNH77X7VF439831
FOREST GROVE	FREIGHTLINER DAY CAB CONV 925 TRACTOR	2004	Freightliner	FLD	1FVXAJBD94DN06625
FOREST GROVE	1990 Kenworth T 450 Dump Truck	1990	Kenworth	T450	1XKBD59X4LJ543056
WINTERS	INTERNATIONAL 8600	2006	International	8600	1HSHWSBN27J426502
FOREST GROVE	ZIEMAN FLATBED TRAILERS 40', 3-Axle	2004	Zieman		1ZCF40E3X4BB50542
FOREST GROVE	ZIEMAN FLATBED TRAILERS 40', 3-Axle	2004	Zieman		1ZCF40E374BB50532
FOREST GROVE	ZIEMAN FLATBED TRAILERS 40', 3-Axle	2004	Zieman		1ZCF40E364BB50053
FOREST GROVE	STRBY FLAT BED TRAILER 40'	1998			1S9HK2522WS576583
FALLBROOK	STRICK 53' Van Trailer Interlift Gate	1992	Strick		1S12E9538NE347534
FOREST GROVE	Triple Axle Trailer 40'	1977			TRL 94221
FALLBROOK	Ford bobtail, 10.4-Liter V-8 Engine	1985	Ford	LN8000	1FDXR80U2FVA29819
WINTERS	FORD L-9000	1987	Ford	L9000	1FDYR90W6HVA25142
FALLBROOK	Toyota Tacoma	1995	Toyota	Tacoma	4ATUN41B3SZ016195
WINTERS	Toyota Tacoma - Green	1996	Toyota	Tacoma	4TANL42N0TZ211711
FALLBROOK	Toyota Tacoma	1996	Toyota	Tacoma	4TANL42N4TZ110865

LOCATION	<u>DESCRIPTION</u>	YEAR	<u>MAKE</u>	MODEL	VIN
FALLBROOK	Toyota Tacoma	1996	Toyota	Tacoma	4TANL42N4TZ119484
FALLBROOK	Toyota Tacoma	1996	Toyota	Tacoma	4TANL42N6TZ159176
FALLBROOK	Toyota Tacoma	1996	Toyota	Tacoma	4TANL42N9TZ184833
FALLBROOK	Toyota Tacoma	1997	Toyota	Tacoma	4TANL42N2VZ257706
WINTERS	Toyota Tacoma - White	1997	Toyota	Tacoma	4TAVL52N3VZ303856
WINTERS	Toyota Tacoma - Red	1997	Toyota	Tacoma	4TANL42NXVZ316128
WINTERS	Toyota Tacoma - Black	1998	Toyota	Tacoma	4TANL42NXWZ046612
			-		
WINTERS	Toyota Tacoma - White	1998	Toyota	Tacoma	4TANL42N7WZ115353
WINTERS	Toyota Tacoma - Brown	1998	Toyota	Tacoma	4TANL42N6WZ129194
WINTERS	Toyota Tacoma - White	1998	Toyota	Tacoma	4TANL42N4WZ105735
WINTERS	Toyota Tacoma - Brown	1999	Toyota	Tacoma	4TANL42N6XZ477997
WINTERS	Toyota Tacoma - Red & Gray	1999	Toyota	Tacoma	4TANL42N6XZ441520
FALLBROOK	Toyota Tacoma	1999	Toyota	Tacoma	4TAVL52N3XZ543332
FALLBROOK	Toyota Tacoma	1999	Toyota	Tacoma	4AVL52N4XZ549639
FALLBROOK	Toyota Tacoma	1999	Toyota	Tacoma	4TAVL52N9XZ546445
WINTERS	Ford F-250 XL Pick-Up - White	2000	Ford	F-250	3FTNF20F7YMA68969
FALLBROOK	Toyota Tacoma	2000	Toyota	Tacoma	5TEVL52N1YZ701547
WINTERS	Toyota Tacoma - White	2003	Toyota	Tacoma	5TENL42N83Z172715
WINTERS	Toyota Tacoma - Red	2004	Toyota	Tacoma	5TENL42N94Z387537
WINTERS	Toyota Tacoma - White	2004	Toyota	Tacoma	5TENL42N34Z433864
FALLBROOK	Chevrolet 3500 HD	1995	Chevrolet	3500HD	1GBKC34N95T101725
WINTERS	DODGE RAM 3500 - WHITE	1998	Dodge	Ram 3500	3B6MC3661WM285307
FALLBROOK	Ford Expedition	2003	Ford	Expedition	1FMEU17L73LA11267

<u>LOCATION</u>	<u>DESCRIPTION</u>	YEAR	<u>MAKE</u>	<u>MODEL</u>	<u>VIN</u>
WINTERS	GMC Savana G3500 - Green	2006	GMC	Savana G3500	1GJHG35U061223209
WINTERS	Toyota Tacoma - Gold	2006	Toyota	Tacoma	5TEJU62N36Z227891
	•				
FOREST GROVE	GMC 2500 4x4 Crew Cab	2001	GMC	2500	1GTHK23U51F170103
FOREST GROVE	CHEVY 3500 Crew Cab Flat Bed 6x4	1995	Chevrolet	3500	1GCHK33N3SF006879
FOREST GROVE	Yard Dog, 6x4		Capacity		82T40HR50R1553854
FOREST GROVE	Ford Diesel Passenger Buses Qty 2		Ford		
WINTERS	CHEVROLET SUBURBAN - BLACK	2006	Chevrolet	Suburban	1GNEC16Z16J112373
FOREST GROVE	GMC TRUCK C6C, 6x4, 8' Flat Bed, Turbo Diesel	2004	GMC	C6500	1GDJ6C1C14F518906
FOREST GROVE	GMC TRUCK C6C, 6x4, 8' Flat Bed, Turbo Diesel	2004	GMC	C6500	1GDJ6C1C44F518639
FOREST GROVE	GMC TRUCK C6C, 6x4, 8' Flat Bed, Turbo Diesel	2004	GMC	C6500	1GDJ6C1CX4F518886
FALLBROOK	HINO FE2620 BOX VAN	2003	Hino	FE2620	JHBFE2JS131S10443
FALLBROOK	Ford Explorer	2008	Ford	Explorer	1FMEU31E78UA00325
FOREST GROVE	FORD 4X4 RANGER	1988	Ford	Ranger	1FTCR11T4JUD19929
FALLBROOK	Chevy Silverado	1988	Chevrolet	Silverado	1GCDC14K6KZ253512
FOREST GROVE	CHEVY 1500	1988	Chevrolet	1500	1GCDC14Z5JE201520
FOREST GROVE	FORD E350 BUS	1989	Ford	E350	1FDJE34M1KHC04746
FALLBROOK	Ford Van F 150	1989	Ford	F-150	1FMEE11NXHA401017
FALLBROOK	Chevrolet 1500	1989	Chevrolet	1500	CCY334Z125619
FOREST GROVE	1987 Eight DLY Trailer	1989	Eight Point		1E9501134H1016020
FOREST GROVE	FORD E350 BUS	1989	Ford	E350	1FDJE34M2KHC04741
FOREST GROVE	1990 Great DLY Trailer	1990	Great Dane		1GRER1415LM032613
FOREST GROVE	1973 Utili Trailer	1973	Utility		7135988008
FOREST GROVE	1978 Ford ST	1978	Ford	ST	F37HRBJ8089

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	VIN
FOREST	1978 Alloy Carrier	1978	Alloy		78093
GROVE	19/8 Alloy Carrier	19/8	Alloy		78093
FOREST GROVE	1978 Alloy Carrier	1978	Alloy		78095
FOREST GROVE	1978 Utili van -Trailer	1978	Utility		7U8130609
FOREST GROVE	1978 Utili van -Trailer	1978	Utility		7U81306010
FOREST GROVE	1980 Kentu Trailer	1980	Kentucky		1KKD00818CL000108
FOREST GROVE	1981 Ford TK F35	1981	Ford	TK F35	1FDJF37Z4BPA51953
FOREST GROVE	GMC S-10	1984	GMC	S10	1GTCS14B5E2509263
FALLBROOK	Jeep Rojo	1985	Jeep		1JCCF87E5FT077352
FOREST GROVE	CHEVY BLUE BIRD BUS (Small School Bus)	1985	Chevrolet	Blue Bird	2GBHG31M4F4150422
FOREST GROVE	CHEVY BLUE BIRD BUS	1985	Chevrolet	Blue Bird	2GBHG31J3F4122990
FOREST GROVE	FREIGHTLINER TRACTOR	1984	Freightliner		1FUEYCYB6EH243092
FOREST GROVE	1985 Silve DLY Trailer	1985			1U3JA821XFA302984
FALLBROOK	Chevrolet 1500	1985	Chevrolet	1500	1CCCC24M6DJ171771
FOREST GROVE	1985 Chev. Cut	1985	Chevrolet		2GBHG31J3F4122990
FOREST GROVE	GMC 3500 BUS	1987	GMC	3500	2GDHG31K2H4512580
FOREST GROVE	CHEVROLET S-10	1987	Chevrolet	S10	1GCBS14E9H2155967
FOREST GROVE	CHEVROLET 4X4 3/4 TON	1991	Chevrolet	2500	1GCEK14K0ME191591
FOREST GROVE	CHEVROLET 4X4 2500	1991	Chevrolet	2500	1GCEK14K9ME193744
FOREST GROVE	CHEVROLET S-10	1991	Chevrolet	S10	1GCCS14ZXM8281110
FOREST GROVE	CHEVROLET S-10	1991	Chevrolet	S10	1GCCS14Z3M8281126
FOREST GROVE	CHEVROLET S-10	1991	Chevrolet	S10	1GCCS14Z6M8280987
FOREST GROVE	CHEVROLET 1500	1991	Chevrolet	1500	1GCEC14K4ME191607
FOREST GROVE	FORD F150	1991	Ford	F-150	1FTEF15N6MKA20018

LOCATION	<u>DESCRIPTION</u>	YEAR	MAKE	<u>MODEL</u>	VIN
FOREST	GMC 2500 TRUCK	1992	GMC	2500	1GTGC24K7NE528836
GROVE	GIVIC 2500 TROCK	1772	GIVIC	2300	TGTGC24K/TC320030
FALLBROOK	Ford F-150 XLT	1992	Ford	F-150	1FTEF15Y5PLA05308
WINTERS	Toyota Regular Pick-Up - Silver	1992	Toyota		4TARN81A3NZ014158
FOREST GROVE	1990 Gratd DLY Trailer	1990	Great Dane		1GRER1414LM032618
FOREST GROVE	FORD RANGER	1990	Ford	Ranger	1FTCR10T7LPB72489
FOREST GROVE	TOYOTA 2-D Pickup	1990	Toyota		JT4RN81A4L5060014
FOREST GROVE	CHEVROLET 4X4 3/4 TON	1991	Chevrolet	2500	1GCGK24K7ME191599
FOREST GROVE	CHEVROLET BLAZER 4X4 SUV	1991	Chevrolet	Blazer	1GNDT13ZXM2296719
FOREST GROVE	FORD RANGER	1991	Ford	Ranger	1FTCR10A8MUC14105
WINTERS	GMC 1500 - Red	1991	GMC	1500	1GTDC14H8MZ524576
WINTERS	Ford Explorer - White	1991	Ford	Explorer	1FMDU34X9MUD27523
FOREST GROVE	CHEVROLET 1500	1991	Chevrolet	1500	1GCEC14K0ME192642
FALLBROOK	Chevy 1500	1991	Chevrolet	1500	2GCEC19K2M1159362
WINTERS	Chevrolet 1500 Silverado-Pick-Up	2004	Chevrolet	1500	1GCEC14V34E178664
WINTERS	Ford Freestar SE - Silver	2005	Ford	Freestar SE	2FMZA51625BA58536
FALLBROOK	Reburbish Delivery Trailers	2006			
FALLBROOK	2 Golf Carts				
FALLBROOK	Truck with Pump & Tank & Compressor (SVC Truck)				
WINTERS	Yard Goat				AMGH2CA8XEF031288
WINTERS	Yard Goat				AGMH2CA89EF027284
WINTERS	Toyota Regular Pick-Up - Blue	1992	Toyota		4TARN81A2NZ045986
FOREST GROVE	NISSAN 2-D Pickup	1992	Nissan		1N6SD11S5NC368857
FOREST GROVE	CHEVY S-10 PICK-UP	1992	Chevrolet	S10	1GCCS14Z7N8175165

LOCATION	<u>DESCRIPTION</u>	YEAR	<u>MAKE</u>	<u>MODEL</u>	VIN
FOREST	1992 Chev. S10	1992	Chevrolet	S10	1GCCS14Z7N8175165
GROVE	1332 Onev. 510	1992	Chevroret	510	10005112/1101/5105
FALLBROOK	Safari van, 4.3-Liter Engine	1993	GMC	Safari	1GKDM19Z0RB523148
FALLBROOK	GMC Sonoma	1993	GMC	Sonoma	1GTC51425PO503054
FALLBROOK	Ford Ranger	1993	Ford	Ranger	1FTCR1OU7PTA68008
FOREST GROVE	FORD RANGER	1993	Ford	Ranger	1FTCR10A0PUD22271
FALLBROOK	Toyota Regular Pickup	1993	Toyota		4TARN81A0PZ145555
FOREST GROVE	CHEVY S-10	1993	Chevrolet	S10	1GCCS14R8P8130237
FOREST GROVE	CHEVY S10	1993	Chevrolet	S10	1GCCS19R9P8151168
FOREST GROVE	NISSAN PICK-UP	1993	Nissan		1N6SD11S2PC425454
FOREST GROVE	FORD F250	1994	Ford	F-250	1FTHX26G6RKB17033
FALLBROOK	Toyota T-100 SR5	1994	Toyota		JT4VD10C6R0019580
FOREST GROVE	FORD RANGER	1994	Ford	Ranger	1FTCR10A7RUC96528
FALLBROOK	Ford Ranger LX	1994	Ford	Ranger	1FTCR1OU9RUD04607
FALLBROOK	Toyota Regular Pickup	1994	Toyota		4TARN81AXRZ199366
FALLBROOK	Toyota Regular Pickup	1994	Toyota		4TARN81A3RZ186863
FALLBROOK	Toyota Regular Pickup	1994	Toyota		JT4RN81P6S5201751
FALLBROOK	Toyota Regular Pickup	1994	Toyota		JT4RN81P1R5195688
FOREST GROVE	CHEVY S-10 PICK-UP	1994	Chevrolet	S10	1GCCS1447R8209129
FOREST GROVE	GMC SAFARI VAN	1995	GMC	Safari	1GKEL19W4SB511667
FALLBROOK	Ford F-150 XLT	1995	Ford	F-150	1FTEF15HTNA11196
FALLBROOK	Chevrolet Suburban 1500	1995	Chevrolet	Suburban	1GNEC16K7SJ339502
FALLBROOK	Ford Ranger XLT	1995	Ford	Ranger	1FTCR10A65PB01409
FOREST GROVE	NISSAN 2-D Pickup	1995	Nissan		1N6SD11S4SC468606

LOCATION	<u>DESCRIPTION</u>	YEAR	MAKE	<u>MODEL</u>	VIN
WINTERS	FORD F-250 - GREEN	1996	Ford	F-250	1FTHX25F6SKC05689
FALLBROOK	Ford Ranger	1996	Ford	Ranger	1FTCR14A1TPB10790
FOREST	FORD F250 4X4	1997	Ford	F-250	1FTHF26G9VEB29866
GROVE					
FALLBROOK	GMC 3500 Van	1997	GMC	3500 Van	1GJHG39J6V1049550
WINTERS	MERCURY - MOUTAINEER - WHITE	1997	Mercury	Mountaineer	4M2DU52P0VUJ27029
FALLBROOK	GMC 1500	1997	GMC	1500	1GTEC14W0VZ522244
WINTERS	Ford Ranger - White	1997	Ford	Ranger	1FTCR10X6VUA62380
WINTERS	FORD RANGER - WHITE	1997	Ford	Ranger	1FTCR10A0VPB55020
WINTERS	FORD F-150 PICK-UP - WHITE	1998	Ford	F-150	1FTRF17W3WKC24396
FALLBROOK	Ford F-150 XLT	1998	Ford	F-150	1FTZX1728WNA97752
FALLBROOK	Ford explorer 1/2 Ton	1998	Ford	Explorer	1FMZU32E4WZB24438
FOREST GROVE	1998 Ford VA	1998	Ford		ZFMZA5144WBE22052
WINTERS	Dodge Durango - White	1998	Dodge	Durango	1B4HS28Z1WF222870
FALLBROOK	Chevy Suburban 1/2 Ton	1998	Chevrolet	1500	3GNEC16R7WG112864
FALLBROOK	GMC 1500	1998	GMC	1500	1GTEC14M1WZ850014
FALLBROOK	Ford Ranger	1998	Ford	Ranger	1FTYR0C6WTA22424
FALLBROOK	Ford Ranger	1998	Ford	Ranger	1FTYR10C7XUA44430
WINTERS	Chevrolet Express G2500 - White	1998	Chevrolet		1GAGG25R7W1102937
FOREST GROVE	DODGE RAM 1500 VAN	1998	Dodge	Ram 1500	2B4HB15YXWK144709
FOREST GROVE	СНЕVY ТАНОЕ	1998	Chevrolet	Tahoe	1GNEK13R9WJ362774
FOREST GROVE	FORD WINSTAR VAN	1998	Ford	Windstar	2FMZA5144WBE22052
FALLBROOK	Jeep Grand Cherokee	1999	Jeep	Grand Cherokee	1J4GW58N7XC709215
WINTERS	Ford F-250 Pick-Up - White	1999	Ford	F-250	1FTNX20F6XEA06660

<u>LOCATION</u>	<u>DESCRIPTION</u>	YEAR	<u>MAKE</u>	<u>MODEL</u>	VIN
FALLBROOK	GMC Suburban	1999	GMC	Suburban	3GKEC16RXXG506499
WINTERS	Ford F-150 Pick-Up - Silver	1999	Ford	F-150	1FTZF172XXKA78609
WINTERS	Ford F-150 Pick-Up - Green	1999	Ford	F-150	1FTZF1726XKA78610
FOREST GROVE	FORD F150	1999	Ford	F-150	2FTRX18L2XCA99043
FALLBROOK	1999 Ford Ranger X-C Pickup	1999	Ford	Ranger	
WINTERS	Chevrolet 1500 Silverado - Gray	1999	Chevrolet	1500	1GCEC19V1XE227857
WINTERS	Toyota Corolla - Purple	1999	Toyota	Corolla	1NXBR12E7XZ189175
WINTERS	Toyota Corolla - White	1999	Toyota	Corolla	1NXBR12E6XZ237250
FALLBROOK	Chevrolet Astro	1999	Chevrolet	Astro	1GNDM19W0XB175695
WINTERS	Ford Ranger Truck - Yellow	1999	Ford	Ranger	1FTYR14V0XPA90482
WINTERS	GMC Savana G3500 - Green	2000	GMC	Savana G3500	1GJHG35R6Y1194801
FALLBROOK	GMC Safari	2000	GMC	Safari	1GKDDM19W3YB502203
FALLBROOK	Siverado 4x4 HD 1500	2000	Chevrolet	1500	1GCGK13U91F181255
FOREST GROVE	DODGE DURANGO SUV	2000	Dodge	Durango	1B4HR28Y8YF182101
WINTERS	Chevy 1500 Silverado - White	2000	Chevrolet	1500	1GCEC19V5YZ287246
FOREST GROVE	PONTIAC MONT VAN	2000	Pontiac		1GMDU23E3YD147440
FOREST GROVE	CHEVY ASTRO VAN	2000	Chevrolet	Astro	1GNEL19W3YB129058
FALLBROOK	Astro Van 1/2 Ton	2000	Chevrolet	Astro	1GNDM19W1YB207992
FALLBROOK	2000 Chevy S10 X-C Pickup	2000	Chevrolet	S10	
FALLBROOK	2000 Chevy S10 X-C Pickup	2000	Chevrolet	S10	
FALLBROOK	Ford Explorer ST	2001	Ford	Explorer	1FMZU67E7IUCO4655
FALLBROOK	Dodge Ram 1500	2001	Dodge	Ram 1500	3B7HC13Y41G794693
FALLBROOK	Ford Explorer	2001	Ford	Explorer	1FMZU67E21UB71919

LOCATION	<u>DESCRIPTION</u>	YEAR	MAKE	MODEL	<u>VIN</u>
FALLBROOK	Ford F-150	2001	Ford	F-150	1FTRW08L91KD68798
TALLBROOK			Tota	1-130	11 TKW00L71KD00770
FALLBROOK	Chevy Tahoe 1500	2001	Chevrolet	Tahoe	1GNEK13T01R217399
WINTERS	Toyota Camry - Silver	2001	Toyota	Camry	4T1BF22K21U121359
FALLBROOK	GMC Sierra 1500	2001	GMC	1500	2GTEC19T711167249
FALLBROOK	2002 GMC Sonoma Pickup	2002	GMC	Sonoma	
FALLBROOK	2003 Dodge Dakota Q-C Pickup	2003	Dodge	Dakota	
FALLBROOK	Ford F-150	2003	Ford	F-150	2FTRX17283CB05222
WINTERS	Ford Ranger - Brown	2003	Ford	Ranger	1FTYR10U13PA30301
FALLBROOK	Dodge Ram 1500	2004	Dodge	Ram 1500	1D7HA18N84S659708
FALLBROOK	Ford Escape	2004	Ford	Escape	1FMCU02104KA98279
WINTERS	Ford F-150 Pick-Up - Silver	2004	Ford	F-150	2FTRF17W34CA21932
WINTERS	2006 International 8600 CARB Retrofit	2006	International	8600	426502
WINTERS	TRAILMOBILE RACK TRAILER	1998	Trailmobile		1PTO1APE5X9006225
WINTERS	TRAILMOBILE RACK TRAILER	1998	Trailmobile		1PT01APE2X9006246
WINTERS	TRAILMOBILE RACK TRAILER	1998	Trailmobile		1PT07APEX9006236
WINTERS	TRAILMOBILE RACK TRAILER	1998	Trailmobile		1PT0APEXX9006221
WINTERS	TRAILMOBILE RACK TRAILER	1998	Trailmobile		1PT07APE3X9006240
WINTERS	TRAILMOBILE RACK TRAILER	1998	Trailmobile		1PT07APEXX9006249
WINTERS	TRAILMOBILE RACK TRAILER	1998	Trailmobile		1PT07APEXX9006235
WINTERS	TRAILMOBILE RACK TRAILER	1998	Trailmobile		1PT07APEX9006250
WINTERS	TRAILMOBILE RACK TRAILER	1998	Trailmobile		1PT07APE9X9006243
WINTERS	TRAILMOBILE RACK TRAILER	1998	Trailmobile		1PT07APE8X9006234
WINTERS	TRAILMOBILE RACK TRAILER	1998	Trailmobile		1PT07APE7X9006239

LOCATION	<u>DESCRIPTION</u>	YEAR	MAKE	MODEL	<u>VIN</u>
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WINTERS	TRAILMOBILE RACK TRAILER	1998	Trailmobile		1PT07APE6X9006247
WINTERS	TRAILMOBILE RACK TRAILER	1998	Trailmobile		1PT07APE5X9006238
WINTERS	TRAILMOBILE RACK TRAILER	1998	Trailmobile		1PT07APE4X9006232
WINTERS	TRAILMOBILE RACK TRAILER	1998	Trailmobile		1PT07APE4X9006229
WINTERS	TRAILMOBILE RACK TRAILER	1998	Trailmobile		1PT07APE2X9006245
WINTERS	TRAILMOBILE RACK TRAILER	1998	Trailmobile		1PT07APE0X9006244
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Carrier	2000	Trailmobile		1PT07APE5Y9010615
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Carrier	2000	Trailmobile		1PT07APE1Y9010613
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Carrier	2000	Trailmobile		1PT07APE8Y9010608
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Carrier	2000	Trailmobile		1PT07APE3Y9010581
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Carrier	2000	Trailmobile		1PT07APE1Y9010580
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Carrier	2000	Trailmobile		1PT07APE6Y9010591
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Carrier	2000	Trailmobile		1PT07APE4Y9010590
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Carrier	2000	Trailmobile		1PT07APE8Y9010589
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Carrier	2000	Trailmobile		1PT07APE4Y9010587
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Carrier	2000	Trailmobile		1PT07APEXY9010593
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Carrier	2000	Trailmobile		1PT07APE8Y9010592
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Carrier	2000	Trailmobile		1PT07APE6Y9010588
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Carrier	2000	Trailmobile		1PT07APE2Y9010586
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Carrier	2000	Trailmobile		1PT07APE0Y9010585
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Carrier	2000	Trailmobile		1PT07APE9Y9010584
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Carrier	2000	Trailmobile		1PT07APE7Y9010583
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Van	2000	Trailmobile		1PT07APE7Y9010616

LOCATION	<u>DESCRIPTION</u>	<u>YEAR</u>	MAKE	MODEL	<u>VIN</u>
EALLDROOK	TDAH MODHE 20 L'C.C. T.1	2000	T '1 1'1		1DT07 4 DE3W0010714
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Van	2000	Trailmobile		1PT07APE3Y9010614
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Van	2000	Trailmobile		1PT07APEXY9010612
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Van	2000	Trailmobile		1PT07APE8Y9010611
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Van	2000	Trailmobile		1PT07APE6Y9010610
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Van	2000	Trailmobile		1PT07APE6Y9010607
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Carrier	2000	Trailmobile		1PT07APE5Y9010582
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Van	2000	Trailmobile		1PT07APE4Y9010606
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Van	2000	Trailmobile		1PT07APE2Y9010605
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Van	2000	Trailmobile		1PT07APE0Y9010604
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Van	2000	Trailmobile		1PT07APE9Y9010603
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Van	2000	Trailmobile		1PT07APE7Y9010602
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Van	2000	Trailmobile		1PT07APE5Y9010601
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Van	2000	Trailmobile		1PT07APE3Y9010600
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Van	2000	Trailmobile		1PT07APE0Y9010599
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Van	2000	Trailmobile		1PT07APE9Y9010598
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Van	2000	Trailmobile		1PT07APE7Y9010597
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Carrier	2000	Trailmobile		1PT07APE9Y9010617
FALLBROOK	TRAILMOBILE 28 Lift Gate Trlr Van	2000	Trailmobile		1PT07APE5Y9010596
FALLBROOK	TRAILMOBILE 26 Lift Gate Trlr Carrier	2000	Trailmobile		1PT07APE3Y9010595
FALLBROOK	Trailmobil 53' Van Trailer Interlift Gate	1991	Trailmobile		1PT01JAH6M9008662
FALLBROOK	CAPEX V1363 PURCHASE OF 2003 DODGE DURANGO	2003	DODGE	DURANGO	1363
FALLBROOK	V0668 CHEVROLET SUBURBAL	2000	CHEVROLET	SUBURBAN	3GNEC16T6YG140668
FALLBROOK	CAPEX V1363 PURCHASE OF 2003 DODGE DURANGO	2003	DODGE	DURANGO	1D4HS48N43F551363

LOCATION	<u>DESCRIPTION</u>	<u>YEAR</u>	MAKE	MODEL	<u>VIN</u>
DIDDIELI	2010 Cl. 1 (Cl. 1 1500	2010	Cl. 1.	67 1 1500	1 CODWA EFFERTANATO
BUNNELL	2019 Chevrolet Silverado 1500 VIN 2766	2019	Chevrolet	Silverado 1500	1GCPWAEF5KZ202766
BUNNELL	ASSET 22WD4R VIN#9580	2019	Chevrolet	Silverado 1500 LD	2GCRCNEC0K1149580
GLEN FLORA	ASSET 22WD43 VIN# 4021	2019	Chevrolet	Silverado 1500	1GCPWAEF9KZ204021
BUNNELL	ASSET 22WD4T VIN# 7881	2019	Chevrolet	Silverado 1500 LD	2GCRCNEC4K1147881
MILL CREEK	ASSET 22WD6K VIN#1964	2019	Chevrolet	Silverado 1500	1GCPWCED4KZ191964
FOREST GROVE	FOR - CAPEX V1977 1991 GMC SIERRA 2500 4X4 PICKUP VIN # 1GTFK24K9ME5051977	1991	GMC	SIERRA SLE	1GTFK24K9ME5051977
STEELE	STE - CAPITAL PROJECT V326	2004	FORD	F550	1FDAW56P14EB49171
MILL CREEK	22WD52	2019	Chevrolet	Silverado 1500	1GCPWCED6KZ188726
MILL CREEK	22WD45 Chevrolet Silverado 1500	2019	Chevrolet	Silverado 1500	3GCPWAEF7KG116147
CORP	22WD6M	2019	Chevrolet	Silverado 1500	3GCPWCED1KG177620
GLEN FLORA	2356MC 2019 Chevrolet Silverado 1500	2019	Chevrolet	Silverado 1500	1GCRWAEF7KZ370126
GLEN FLORA	2356MG 2019 Chevrolet Silverado 1500	2019	Chevrolet	Silverado 1500	1GCRWAEF7KZ370532
OASIS	2356M4 V8182 2019 Chevrolet Silverado 1500	2019	Chevrolet	Silverado 1500	1GCRYAEF0KZ398182
HOMESTEAD	22WD47 V1496 2019 Chevrolet Silverado 1500	2019	Chevrolet	Silverado 1500	1GCPWAEF2KZ371496
WINTERS	FACILITY VAN CAR1138	2003	Chevrolet	Express	1GAHG39UX31101138
FALLBROOK	2000 LINCOLN NAVIGATOR	2000	Lincoln	Navigator	5LMRU27A2YLJ08127
OASIS	237592 RAM 2500 V9706	2019	RAM	2500	3C6UR5CJ7KG629706
FOREST GROVE	1994 Ford Van VIN				
FOREST GROVE	V4752 1999 Chevy Pickup				
FOREST GROVE	2003 Ford Ranger V0483	2003	FORD	RANGER	1FTYR10DX3PA10483
STEELE	OE2124 48' DV 2008 UTILITY TRAILER	2008	Utility		1UYVS24858P295807
STEELE	OE2125 48' DV 2007 WABASH TRAILER	2007	WABASH Trailer		1JJV482W17L085585
STEELE	OE2126 48' DV 2007 WABASH TRAILER	2007	Wabash Trailer		1JJV882WX7L085598

LOCATION	<u>DESCRIPTION</u>	YEAR	<u>MAKE</u>	MODEL	<u>VIN</u>
STEELE	OE2127 48' DV 2008 WABASH	2008	Wabash		1JJV482W78L206394
	TRAILER				
STEELE	OE2128 48' DV 2007 WABASH TRAILER	2007	Wabash Trailer		1JJV482W976085592
STEELE	OE2129 48' DV 2007 WABASH TRAILER	2007	WABASH Trailer		1JJV482W27L085594
WINTERS	2013 Chevrolet Silverado C1500	2013	Chevrolet	Silverado C1500	1GCRCPEX6DZ346195
PIRU	16' Flatbed truck	1998	ISUZU	NPR	JALC4B1KBW7001876
PIRU	16' Flatbed truck	2002	ISUZU	NPR	JALF5C13537700306
PIRU	16' Flatbed truck	1992	ISUZU	NPR	JALC4BIK8N7008423
PIRU	1979 FORD F250	1979	FORD	F250	F25HRDE2618
PIRU	1999 CHEVROLETE EXPRESS VAN	1999	CHEVROLET	EXPRESS VAN	1GAHG39F2X1097349
PIRU	1992 MAZDA MPV	1992	MAZDA	MPV	JM3LV5222N0407228
PIRU	1999 CHEVROLET TAHOE	1999	CHEVROLET	ТАНОЕ	1GNEK13R3XR103121
PIRU	Mechanics Truck	1999	DODGE	RAM	3B6MC3659XM579305
PIRU	1999 FORD CLUB WAGON	1999	FORD	CLUB WAGON	1FBSS31S2XHA27057
PIRU	2002 CHEVY C2500 HD	2002	CHEVY	C2500 HD	1GCHC29U02E267950
PIRU	2002 FORD F150 X-CAB	2002	FORD	F150 X-CAB	1FTRX17WO2NB45712
PIRU	1978 CHEVROLET	1978	CHEVROLET	0	CCL24BZ21543B
PIRU	16' Flatbed truck	1996	ISUZU	NPR	JALC4B1K0T7004525
PIRU	16' Flatbed truck	1996	ISUZU	NPR	JALC4B1K2T7004543
PIRU	16' Flatbed truck	1998	ISUZU	NPR	JALC4B1K1W7008149
PIRU	16' Flatbed truck	1993	ISUZU	NPR	JALB4B1K9P7003200
PIRU	16' Flatbed truck	1998	ISUZU	NPR	JALC4B1KXW7003905
PIRU	16' Flatbed truck	1998	ISUZU	NPR	JALC4B1K8W7003725
PIRU	16' Flatbed truck	1997	ISUZU	NPR	JALF5A125V3700554

LOCATION	<u>DESCRIPTION</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>VIN</u>
PIRU	16' Flatbed truck	2002	ISUZU	NPR	JALC4B14X27000790
PIRU	16' Flatbed truck	2002	ISUZU	NPR	JALC4B14427001059
PIRU	16' Flatbed truck	1992	ISUZU	NPR	JALB4B1K1P7004423
PIRU	16' Flatbed truck	1996	ISUZU	NPR	JALC4B1K7T7006076
PIRU	16' Flatbed truck	1990	ISUZU	NPR	JALB4B1H4L700S872
PIRU	16' Flatbed truck	1988	ISUZU	NPR	JALB4B1H5J7001214
PIRU	16' Flatbed truck	1988	ISUZU	NPR	JALB4B1H8J7003121
PIRU	16' Flatbed truck	1999	ISUZU	NPR	JALE5B147X7905811
PIRU	16' Flatbed truck	1990	ISUZU	NPR	JALB4B1H2L7001318
PIRU	16' Flatbed truck	1993	ISUZU	NPR	JALC4B1K6P7008388
PIRU	16' Flatbed	1989	ISUZU	NPR	JALB4B1HXK7001999
PIRU	1988 UD	1988	UD	0	JNAMA93J1JGK45778
PIRU	2000 GMC	2000	GMC	0	J8DF5C136Y7700824
PIRU	16' Flatbed truck	2002	ISUZU	NPR	JALCAB14X27000790
PIRU	16' Flatbed	2002	ISUZU	NPR	JALC4B1442001059
PIRU	16' Flatbed	2002	ISUZU	NPR	JALC4B149Y7008257
PIRU	16' Flatbed	1999	ISUZU	NPR	JALC4B149X7009617
PIRU	16' Flatbed	2001	ISUZU	NPR	JALC4BL4217007361
PIRU	16' Flatbed truck	2001	ISUZU	NPR	JALC4B14617007220
PIRU	16' Flatbed truck	2004	ISUZU	NPR	JALC4B14547D08458
PIRU	1984 FORD	1984	FORD	0	1FTFF25YBEPA89303
PIRU	2005 CHEVROLET W4	2005	CHEVROLET	W4	J8BC4B16557017074
PIRU	1975 FORD	1975	FORD		F50CVA25850

LOCATION	<u>DESCRIPTION</u>	<u>YEAR</u>	MAKE	MODEL	VIN
PIRU	Bobtail	2016	INTERNATIONAL	MA025	3HAMMMML3GL277767
PIRU	Bobtail, 24'	2016	INTERNATIONAL	MA025	3HAMMMML5GL137347
PIRU	Bobtail	2017	INTERNATIONAL	4300	3HAMMMML6HL459576
PIRU	Water Truck	2001			
PIRU	2018 FORD F150X LT	2018	FORD	F150X LT	1FTEW1CG9JKC86617
PIRU	Bobtail	2014	HINO	268	5PVNE8JT4E4S55913
PIRU	2019 FORD F150	2019	FORD	F150	1FTEW1CP3KKC02440
PIRU	Bobtail	2016	INTERNATIONAL	MA025	3HAMMMML4GL277759
GLEN FLORA	2007 TOYOTA TUNDRA VIN# 5TBRT54187S456729	2007	Toyota	Tundra	5TBRT54187S456729
MILL CREEK	1993 KENWORTH DUMP TRUCK #39 "GANDY NURSERY"	1993	KENWORTH	0	1XKADB9X5PS589019
MILL CREEK	1992 GMC TOP KICK AT COLFAX	1992	GMC	TOP KICK	1GDH6H1J5MJ50283
MILL CREEK	2002 OTTOWA COMMANDO YT-THIRTY TRAILER JOCKEY	2002	OTTOWA	COMMANDO YT- THIRTY	SN# 55846
OASIS	2002 FORD F-250 DIESEL, REGULAR CAB 4X4 (FARM USE ONLY)	2002	FORD	F250	1FTNF21F32EB29990
MILL CREEK	1999 PETERBILT 379 WATER TRUCK	1999	PETERBILT	379 - Water Truck	1XP-5D69X-8-XD491240
OASIS	1999 FORD F-150 SPORT, REGULAR CAB 4X4 (FARM USE ONLY)	1999	FORD	F-150	1FTRF18U18XN343084
MILL CREEK	1996 FORD RANGER	1996	FORD	RANGER	5761
GLEN FLORA	1994 FORD F80260 PUMPING TRUCK	1994	FORD	F80260	1FENF80C85VA02139
MILL CREEK	1993 FORD RANGER	1993	Ford	Ranger	1FTCR14U2PPA621235
GLEN FLORA	1991 GMC TOP KICK WATER TRUCK	1991	GMC	TOP KICK	1GDH6HIJXMJ502811
OASIS	1989 FORD F-600 DIESEL, REG. CAB, 20' FLATBED (FARM USE ONLY)	1989	FORD	F-600	
GLEN FLORA	CAPACITY TJ-02 AT GLEN FLORA TRAILER JOCKEY	0	CAPACITY	TJ-02	0
OASIS	2008 FORD F-250 XLT EXTENDED CAB 4X4 (FARM USE ONLY)	2008	FORD	F-250	1FTSX21598EB21618

LOCATION	<u>DESCRIPTION</u>	YEAR	MAKE	<u>MODEL</u>	<u>VIN</u>
0.4.070	2000 FORD FATO III	•••	nonn.	72.50	497944400740040
OASIS	2008 FORD F-250 XL EXTENDED CAB 4X4 (FARM USE ONLY)	2008	FORD	F250	1FTSX21528EA32649
OASIS	2008 FORD F-250 XL 4-DOOR 4X4 (FARM USE ONLY)	2007	FORD	F250	1FTSW215X8EC36232
OASIS	2007 FORD F-150 REGULAR CAB 4X4 (BLACK) (FARM & ROAD USE)	2007	FORD	F150	1FTRF14W87NA39037
MILL CREEK	2005 FORD F-150	2005	Ford	F-150	1FTRF12W75NA51972
OASIS	2004 FORD F-250 XL EXTENDED CAB 4X4 (FARM USE ONLY)	2005	FORD	F250	1FTSX21585EB61054
OASIS	2003 FORD F-250 SUPDER DUTY XL GAS EXTENDED CAB 4X4 (FARM USE ONLY)	2003	FORD	F250	3FTNX21LX3MB23683
GLEN FLORA	2008 FORD F-450 HEAVY DUTY DISEL SPARE - FLATBED	2008	FORD	F-450	1FDXF46R38EC25288
OASIS	2012 FORD F-150 REG. CAB 4X4	2012	FORD	F150	1FTNF1EF0CKD21441
CORP	2013 FORD EXPLORER	2013	Ford	Explorer	1FM5K7D84DGA80419
MILL CREEK	2012 FORD F-150 XL	2012	Ford	F150	1FTFW1CT9CKD98045
GLEN FLORA	2012 FORD F-150 XL	2012	Ford	F150	1FTFW1CT0CKD98047
CORP	2016 FORD EXPLORER	2016	FORD EXPLORER		1FM5K7D82GGA57435
MILL CREEK	2015 CHEVROLET SILVERADO 1500 WT 4X2 DOUBLE CAB 6.6 FT. BOX 143.5 IN. WB	2015	CHEVROLET	SILVERADO	1GCRCPEC0FZ373974
GLEN FLORA	2015 CHEVROLET SILVERADO 1500 WT 4X2 DOUBLE CAB 6.6 FT. BOX 143.5 IN. WB		Chevrolet	Silverado 1500	1GCRCPEC5FZ374439
GLEN FLORA	2015 CHEVROLET SILVERADO 1500 WT 4X2 DOUBLE CAB 6.6 FT. BOX 143.5 IN. WB	2015	Chevrolet	Silverado 1500	1GCRCPEC6FZ370240
GLEN FLORA	2015 CHEVROLET SILVERADO 1500 WT 4X2 DOUBLE CAB 6.6 FT. BOX 143.5 IN. WB	2015	Chevrolet	Silverado 1500	1GCRCPECXFZ374730
GLEN FLORA	2015 CHEVROLET SILVERADO 1500 WT 4X2 DOUBLE CAB 6.6 FT. BOX 143.5 IN. WB	2015	Chevrolet	Silverado 1500	1GCRCPEC3FZ375704
BUNNELL	2015 CHEVROLET SILVERADO 1500 WT 4X2 DOUBLE CAB 6.6 FT. BOX 143.5 IN. WB	2015	Chevrolet	Silverado	1GCVKPEC8FZ370242
CORP	2015 FORD FOCUS SE 4DR SEDAN	2015	FORD	FOCUS	1FADP3F25FL375967
OASIS	2016 CHEVROLET SILVERADO 2500 HD 4X4 CREW CAB 6.6 FT. BOX 153.7 IN. WB	2016	Chevrolet	Silverado 1500	1GC1KUEG3GF148808

LOCATION	DESCRIPTION	<u>YEAR</u>	MAKE	MODEL	<u>VIN</u>
BUNNELL	2016 CHEVROLET SILVERADO 1500 WT 4X2 DOUBLE CAB 6.6 FT. BOX 143.5 IN. WB	2016	Chevrolet	Silverado 1500	1GCRCNEC0GZ226933
GLEN FLORA	2016 CHEVROLET SILVERADO 1500 WT 4X2 DOUBLE CAB 6.6 FT. BOX 143.5 IN. WB	2016	Chevrolet	Silverado	1GCRCNEC2GZ184703
MILL CREEK	2016 CHEVROLET SILVERADO 1500 WT 4X2 DOUBLE CAB 6.6 FT. BOX 143.5 IN. WB	2016	Chevrolet	Silverado 1500	1GCRCNEC2GZ269007
GLEN FLORA	2016 CHEVROLET SILVERADO 1500 WT 4X2 DOUBLE CAB 6.6 FT. BOX 143.5 IN. WB	2016	Chevrolet	Silverado 1500	1GCNCNEC8GZ356912
MILL CREEK	2016 CHEVROLET SILVERADO 1500 WT 4X2 DOUBLE CAB 6.6 FT. BOX 143.5 IN. WB	2016	Chevrolet	Silverado 1500	1GCNCNEC0GZ356502
CORP	2017 FORD FOCUS VIN 22415	2017	Ford	Focus	1FADP3F29HL222415
HOMESTEAD	HM - YARD DOG SEMI				
STEELE	28' DRY VAN DELIVERY TRAILE SO			STUCK 28'VAN	1 S1 1 E8283YD468004
STEELE	48' DRY VAN DELIVERY TRAIL SD			GREAT DANE 48' DRY VAN	1GRAA9620SS053146
STEELE	48' DRY VAN DELIVERY TRAILE SD			GREAT DANE 48' DRYVAN	1GRAA9624NB187405
STEELE	48' DRY VAN DELIVERY TRAIL SD			KENTUCKY 48'DRYVAN	1KKVE4827TL104465
STEELE	48' DRYVAN DELIVERYTRAIL SD			KENTUCKY 48' DRYVAN	1 KKVD4824RL099706
STEELE	2000 FORD 350			FORD F350	FTSF3OL4YEB67625
STEELE	UTILITY TRUCK BED YA			FORD F-450	IFDXF46S4YEA23076
STEELE	FORD VAN (SERVICE TRUCK)			FORD F-450	1 FDXE45FX1 HA15379
STEELE	HOP TRUCK			MITS VAN	JW6CCH 1 G71 L001 970
ESCONDIDO	CARGO VAN			NISSAN 2500	1N6BFOKY1HNBODB59
BRADSHAW	WATER TRUCK FORD BS			FORD WATER L900	1FTYS95XBKVA60587
BRADSHAW	VAN			FORD VAN	1 FBJS31 G7SHCO9224
HUNTINGTON	1998 FORD F-800 WATE HB			FORD	F-800 WATER TF 1 FDN F80C4W VA38528 1FDNF80C4WVA38528
MIRAMAR	05 INTL SEMI			05 INTL SEMI	1HTMMAAL75H168332
MIRAMAR	YARD GOAT MAGNUM			MAGNUM TT100	71C4L160SE1AA1829

LOCATION	<u>DESCRIPTION</u>	YEAR	MAKE	MODEL	<u>VIN</u>
BRADSHAW	02GMC TRUCK W/SPRAYER NT			GMC W3500 FLAT BED	4KDB4B1 R92J801296
BRADSHAW	02GMC FLAT BED & DUAL" NT			GMC W3500 FLAT	4KDB4B1R02J803809
FALLBROOK	93 INTERNATIONAL WATER TRI OR			INTL 6W40364	1HSHBAZN2PH510757
ESCONDIDO	PICK-UP			ТОУОТА ТАСОМА	5TEVL52N3YZ705602
PAUMA	1997 VOLVO YARD ONLY PV			VOLVO SEMI	4VGJBDPFIVN860135
PAUMA	PICK-UP			NISSAN TITAN	1N6AA0ED6BN3174626
STEELE	PICK-UP			CHEVEROLET 2500 4X4	2GCFK29K1M1135809
STEELE	1991 SOFT SIDE DEL. T SD			UTILITY SOFT SIDE	1UYTS2488MA544802
STEELE	PRODUCTION 2001 SMITHCO SIDE D			SMITHCO SIDE DUMP	1S95542231L476968
GLEN FLORA	2007 INTERNATIONAL BOBTAI ND			INTL VA	1HTMMAALB7H402979
BRADSHAW	2007 FREIGHTLINER 3 AXLE 9 NO			FREIGHTLINER CL- 120	1 FUJFOCV07PW54257
PAUMA	WATER TRUCK			INTERNATIONAL 4700	1HTSCABN6XH681973
OASIS	STAKEBED TRUCK MM SD			FRHT STAKEBED	1FVACWD096DW89951
BUNNELL	DUMP TRUCK			FRHT DUMP TRUCK	1FVHCYDC67DY15484
STEELE	PICK-UP			FORD F-150	1FTEX1EP6FKE30416
STEELE	YARD GOAT			OTTAWA COMANDO 30	300327
STEELE	WATER TRUCK			INTERNATIONAL 4700	1HTSCABN81H360900
BRADSHAW	78 DORSE VAN			DORSEY VAN	135649
BRADSHAW	2004 FORD RANGEF NO			FORD RANGER	1 FTYR1 0DX4PB54214
STEELE	86 FRUEH VAN 1 VF88,			FRUEHAUF FB	1H5P04521GM029410
STEELE	1987 TRLMO VAN			TRAILMOBILE VAN	1PT071AE3H9009519
STEELE	28' DRY VAN			TRAILMOBILE VAN	1PT071AEXH9009517
STEELE	86 TRLMO VAN			TRAILMOBILE VAN	1 PT011AJ2G9001814

<u>LOCATION</u>	DESCRIPTION	YEAR	<u>MAKE</u>	MODEL	<u>VIN</u>
STEELE	FORD F35D 1999 FLEET			FORD F-350	1FTSF30L9XEC71476
STEELE	1999 FORD F-250 PICK-1			FORD F-250	1FTNF20L5XED99186
BRADSHAW	DODGE P.U. 1990			DODGE PICK UP 1/2 TON	IB7GE16Y5LS699475
BRADSHAW	1994 FORD RANGER X CAB BS	1994		FORD RANGER X CAB	1 FTCRI4XORPC48463
HUNTINGTON	2000 FORD RANGER HB			FORD RANGER	1FTYR14X4XPA91295
MIRAMAR	FORD RANGER P.U			FORD RANGER	1FTYR14D38PA93448
MIRAMAR	FORD F-250 XL P.U			FORD	F-250 XL SUPER 1FTNF20L1XEF02765
MIRAMAR	PICK UP			CHEVROLET 1500	1GCEC14X64Z242643
MIRAMAR	PICK UP			FORD RANGER	1FTY14VXXPB40367
MIRAMAR	PICK-UP			CHEVROLET 1500	1GCEC19X66Z228852
PAUMA	TOYOTA PICKUP YARD A PV			TOYOTA 1993	4TARN81A1PZ070901
PAUMA	FORD RANGER PU. YAR< PV			FORD RANGER	1FTC RIOX4NPA88670
PAUMA	FORD 1981 DUM TRUCK Y; PV			FORD F700	1FDXR70U4BJ43032
PAUMA	2005 TOYOTA TACOMA PV			ТОУОТА ТАСОМА	5TENX22N15Z046465
PAUMA	2006 FORD E-150 VAN PV			FORD VAN	1 FTRE14W86HA02618
PAUMA	1994 FORD RANGER YS PV			FORD PICK-UP	1FTC R14X6RPC23440
PAUMA	FORD RANGER P,U			FORD RANGER	1FTYR10EX3PA76220
STEELE	FORD EXPLORER			FORD EXPLORER XLT	1 FMZU63E15ZAI5255
STEELE	FLATBED TRUCK			FORD SUPER DUTY	1 FDLF47G7SEA59022
STEELE	90 FORD YARD ONLY			FORD F450	2FDKF37G5LCA89486
STEELE	TOYOTA 1994 NOT IN I SV			TOYOTA PICK-UP	4TARN81A6RZ288416
STEELE	FORD 1990 WATER TRISV			FORD L9000	1FTY590W3LVA20448
STEELE	PICK-UP TRUCK			FORD F-150	IFTMF1CM6EKD68649

LOCATION	<u>DESCRIPTION</u>	YEAR	MAKE	MODEL	VIN
PAUMA	INT'L 4700 2002 BW			N/A	N/A
	DELIVERY TRANS xfer from 10				
STEELE	'96 KENTUCKY VAN SD601			N/A	N/A
STEELE	'96 KENTUCKY VAN SD601			N/A	N/A
STEELE	'96 KENTUCKY VAN SD601			N/A	N/A
STEELE	TRAILER 48'			FRUEHAUF 4E 48' DRY VAN	L H5V04829LM036604
HUNTINGTON	1994 FORD F350 STAKE			FORD F-350	1FTJW35HXREA34630
HUNTINGTON	1996 FORD F450 ORANT			FORD F-SUPER DUTY	1FDLF47F6VEA35192
PAUMA	FORD F 250/1999			FORD F/250	1FTNF20L6XED84857
HUNTINGTON	2004 TOYOTA TACOMA HQS			TOYOTA TACOMA	5TENL42N04Z453733
MIRAMAR	2000 FORD F550 DELSD			FORD F550	1FDAF56SXYED45152
HUNTINGTON	2005 FORD F- SUPER D ST		FORD	FORD F- SUPER DUTY 1	FDWF36576EB00486
HUNTINGTON	2000 FORD F350 UTILIT SV CONSTRUC FORD			FORD F350	1FDSF34S8YED43122
FALLBROOK	DUMP TURCK MM			FORD 750	3FDXF75HXYMA43110
STEELE	CURTAIN TRAILER			UTILITY CURTAIN	1UYTS2486YA177906
STEELE	MCSTACK CURTAIN SIDE TRAILER			2000 UTILITY CURTAIN	1UYTS248XYA177925
STEELE	MCSTACK CURTAIN SIDE TRAILER			99 UTILITY 1999 CURTAIN	1UYTS2489YA177902
STEELE	DELIVERY TRAILER			WABASH CURTAIN SIDE	1JJF482WXWL458772
STEELE	1992 STRIC DEL TRAILE SD			STRC DEL TRAILER	1S12E9482NE347638
STEELE	1995 WILSON DEL TRAI SD			WILSON 1995 CURTAIN	1W1BGB606RF307101
STEELE	28' DELIVERY TRAILER S0			STRICK 28' VAN	1S11E828EYD467998
STEELE	28' DELIVERY TRAILER SD			TRAILMOBILE 28' VAN	1PT07AAE529002269
STEELE	28' DELIVERY TRAILER SD			TRAILMOBILE 28' VAN	1PT07AAE129002219
STEELE	28' DELIVERY TRAILER SD			TARILMOBILE 28'VAN	1PT07AAE329002240

LOCATION	<u>DESCRIPTION</u>	<u>YEAR</u>	<u>MAKE</u>	MODEL	<u>VIN</u>
STEELE	28' DELVERY TRAILER SD			STRICK 28' VAN	1S11E8288YD467995
STEELE	28' DELVERY TRAILER SD			STRICK 28' VAN	1S11E8285XD452689
					100 4 5 (10 1001 5507
STEELE	28' DRY VAN TRAILER			GREAT DANE 28' DRYVAN	1GRAA5613JB215527
STEELE	28' DRY VAN TRAILER			UTILITY 28' DRY VAN	1UYVS1276EC107903
STEELE	28' TRAILER MM			WABASH 28' VAN	1JJV281W74L864704
STEELE	28' TRAILER MM			WABASH 28'VAN	1JJV281W34L864702
STEELE	28' TRAILER MM			TRAILMOBILE 28' VAN	1PT07BAE9J9005177
STEELE	28' TRAILER MM			WABASH 28' VAN	1JJV281W54L864703
STEELE	28' TRAILER MM			GREAT 28' VAN	1G RAA5612SB102704
STEELE	48' TRAILER			WABASH 48'X102" VAN TRA 1JJV482W5XL621194	1JJV482W5XL621194
STEELE	MCSTACK CURTAIN SIDE TRAILER			UTILITY 2000 CURTAIN	1UYTS2483YA177913
STEELE	MCSTACK CURTAIN TRAILER SO			UTILITY CURTAIN	1UYTS2489YA177933
STEELE	TRAILER			GREAT DANE 53' REEFER VAN	1JJV532W48L100629
STEELE	TRAILER	1999	Great Dane	Trailer	1GRAA5611XB163503
STEELE	TRAILER			DUNHM VAN TRAILER	1DNV281C6EM015320
STEELE	TRITER			GREAT DANE 53' REEFER VAN	1JJV532W28L100547
STEELE	NUVAN CURTIN SIDE			NUVAN CURTIN SIDE	1N9F482P521045259
STEELE	1989 UTILITY MCSTACK SD			UTILITY SOFT	1UYTS2486KC198203
STEELE	89 FRUEH			FREUHAUF VAN	1H2V04827GA009969
STEELE	AZTEC DIST TRAILER			AZTEC FB	790161
STEELE	TRAILER			UTILITY 28, VAN	1UYVS1274EC107902
STEELE	2014 Ford f 250 SV 1717			F 250	1FTMF1CM6EKD68649
GLEN FLORA	PETERBUILT GF.17.019				

<u>LOCATION</u>	<u>DESCRIPTION</u>	<u>YEAR</u>	<u>MAKE</u>	MODEL	<u>VIN</u>
FALLBROOK	DODGE RAM 1500 V7199	2002	DODGE	RAM 1500	3D7HA18Z42G197199
FALLBROOK	2005 DODGE RAM 1500	2005	DODGE	RAM 1500	1D7HA18N75S168385
FALLBROOK	2000 DODGE DAKOTA	2000	DODGE	DAKOTA	1B7GL22X9YS798980
FALLBROOK	2001CHEVY SUBURBAN	2001	CHEVY	SUBURBAN	3GNGC26U41G240376
FALLBROOK	DODGE RAM 1500 V3529	2002	DODGE	RAM 1500	1D7HA16N82J183529
FALLBROOK	Ford F-150	2004	FORD	F-150	1FTPW12514KB02719
FALLBROOK	2003 Chevy Truck V6025	2013	CHEVY		1GCCS14H038226025
GLEN FLORA	2019 Ram 2500 VIN4377	2019	RAM	2500	3C6UR5CJ6KG704377
FALLBROOK	V2428 CHEVROLET TAHOE	2003	CHEVROLET	ТАНОЕ	1GNEC13T03J102428
FALLBROOK	V1865 2006 MITSUBISHI RAIDER	2006	MITSUBISHI	RAIDER	1Z7HT38K96S561865
FALLBROOK	V2962 1999 FORD RANGER	1999	FORD	RANGER	1FTYR14C1XPA32962
FALLBROOK	V9191 2005 FORD F-150	2005	FORD	F-150	1FTRX12W95NB79191
GLEN FLORA	2021 Peterbilt 337 OE1914	2021	Peterbilt	337	2NP2HM6X7MM739199
BUNNELL	2020 Nissan Kicks	2020	Nissan	Kicks	3N1CP5BV2LL507748
FALLBROOK	V6538 2000 DODGE DURANGO	2000	DODGE	DURANGO	1B4HR28Y7YF266538
MILL CREEK	2012 FORD F-150	2012	FORD	F-150	1FTNF1CT7CKD98056
FALLBROOK	1992 Ford Ranger	1992	FORD	RANGER	1FTCR14X6NPA93234
FALLBROOK	2000 Nissan Frontier	2000	NISSAN	FRONTIER	1N6ED27T7YC320445
GLEN FLORA	2007 Toyota Turndra	2007	TOYOTA	TUNDRA	5TFRT54137X014409
GLEN FLORA	2002 Ford F-150	2002	FORD	F-150	1FTRX17L02NA91933
GLEN FLORA	2004 FOR F-150	2004	FORD	F-150	1FTRF12W95NA40374
HUNTINGTON	FORD F-150		FORD	F-150	1FTRW07L32KC95849
OASIS	1989 Ford F-600	1989	FORD	F-600	1FDNK64C4PVA06979

LOCATION	DESCRIPTION	<u>YEAR</u>	<u>MAKE</u>	MODEL	VIN
FALLBROOK	V5761 2002 DODGE RAM 1500	2002	DODGE	RAM	3D7HA18N72G175761
FALLBROOK	(SHOP FIRE REPLACEMENT) 2004 GMC YUKON SLE	2004	GMC	YUKON	1GKEC13V74R294738
WINTERS	V0675 2012 Chevy Silverado 3500 - Blue	2012	Chevy Silverado 3500 - Blue	3500	1GC4KZCG5CF230675
FALLBROOK	1996 Chevrolet 1500 V#0655				1GCEC14M0TZ120655
MIRAMAR	V4898 - 2011 NISSAN FRONTIER 4X4 TRUCK	2011	Nissan	PK	1N6ADOEV3BC424896
FOREST GROVE	2002 Dodge V#3729	2002	DODGE		1B7GG12X82S713729
FOREST GROVE	V4990 FORD RANGER FOR.21.008	1998	Ford	Ranger	1FTYR14X0WPB54990
FOREST GROVE	V2379 2008 CHEVROLET COLORADO FOR.21.008	2008	Chevrolet	Colorado	1GCCS199288132379
STEELE	1978 DORSEY VAN TRA	1978	DORSEY	VAN TRAILER	135667
STEELE	1986 FRUEHAUF VAN T	1986	FRUEHAUF	VAN T	1H2V04827GA009941
STEELE	1988 FRUEHAUF VAN T	1988	FRUEHAUF	VAN T	1H2V04821JB013467
STEELE	1987 GREAT DANE VAN	1987	GREAT DANE	VAN	1GRAA962XHS157507
STEELE	1989 TRI VAN PUP OV	1989	TRI VAN PUP	Van	1PT072AE0K9002377
STEELE	1986 KENTUCKY	1986	KENTUCKY		1KKVD2916GL077083
STEELE	1986 KENTUKEY VAN T	1986	KENTUKEY	VAN T	1KKVD2910GL077080
STEELE	1996 KENTUKEY VAN T	1996	KENTUKEY	VAN T	1KKVE4822TL104454
STEELE	1996 KENTUKEY VAN T	1996	KENTUKEY	VAN T	1KKVE482XTL104525
STEELE	1966 KENTUKEY VAN T	1996	KENTUKEY	VAN T	1KKVE4823TL104544
STEELE	1995 WILLSON	1995	WILLSON		1W1BG602SF308011
STEELE	2002 28' TRAILMOBIL	2002	28' TRAILMOBIL	TRAILER	1PT07AAE92900274
STEELE	2003 CURTAIN TRAILE	2003	CURTAIN	TRAILER	13N1482C235917569
FOREST GROVE	2003 CHEVROLET S-10	2003	2003 CHEVROLET	S-10	1GCCS19X938236441
FALLBROOK	USED 2006 DODGE PICKUP	2006	DODGE		1D7HA18N96J115856

Case 25-90017 Document 243 Filed in TXSB on 04/25/25 Page 147 of 181

<u>LOCATION</u>	<u>DESCRIPTION</u>	YEAR	<u>MAKE</u>	<u>MODEL</u>	<u>VIN</u>
FALLBROOK	USED 1999 FORD F-150	1999	FORD F-150	F-150	1FTZF1721XKB15028
FOREST GROVE	NISSAN RCAB XR	2001	Nissan	FRT	1N6DD21S81C329608

Schedule 2.1.1

Owned Real Property

- 1. Everde Growers Glen Flora Farm, located at 1 Tree Town Road, Glen Flora, Wharton County, Texas 77443.
- 2. Everde Growers Mill Creek Farm, located at 6314 East Highway 154, Winnsboro, Wood County, Texas 75494
- 3. Everde Growers Farm, located at 13000 State Highway 11, Bunnell, Flagler County, Florida 32110
- 4. Nursery/Greenhouse Facility, located at 20099 Santa Rosa Mine Road, Perris, Riverside County, California 92570
- 5. Nursery/Greenhouse Facility, located at 17325 Highway 76, Pauma Valley, San Diego County, California 92061
- 6. Nursery/Greenhouse Facility, located at 2415 San Pasqual Valley Road, Escondido, San Diego County, California 92027
- 7. Everde Growers Sandcut Farm, located at 17116 US Highway 441, Canal Point, Palm Beach County, Florida 33438
- 8. Everde Growers Pahokee Farm, located at 378 Barfield Highway, Pahokee, Palm Beach County, Florida 33476

Schedule 2.1.2

Leased Real Property

- 1. Lease Agreement, dated April 1, 1996, by and among Barbara J. Oki, Trustee under Inter Vivos Trust Agreement dated June 13, 1991, Lisa Klein Oki and Village Nurseries, L.P., as amended by Addendum to Lease Agreement dated September 1, 1996, as further amended by Amendment to Addendum to Lease Agreement dated December 4, 1996, as further amended by the Assignment and Assumption Agreement, dated July 1, 2001, by and between Village Nurseries, L.P. and Village Nurseries Wholesale, LLC, as further amended by Amendment No. 2 to Addendum to Lease Agreement dated October 1, 2001, as further amended by Amendment No. 3 to Addendum to Lease Agreement, dated September 20, 2017, by and between Village Nurseries Wholesale, LLC and TSV Opco, LLC, as further amended by Amendment No. 4 to Addendum to Lease Agreement dated March 31, 2021, for the property located at 6901 Bradshaw Road, Sacramento, California 95829.
- 2. Lease, dated October 30, 2012, by and among Fallbrook Nursery, LLC and Hines Growers, Inc., as amended by First Amendment to Lease, dated October 6, 2023 and effective November 1, 2022, by and between Fallbrook Nursery, LLC and TreeSap Farms, LLC, d/b/a Everde Growers, for the property located at 2500 Rainbow Valley Boulevard, Fallbrook, San Diego County, California 92028.
- 3. Commercial Lease Agreement, dated November 1, 2022, by and between Charlotte M. Andre, Trustee of the Andre 1991 Separate Property Trust Under Declaration dated October 28, 1991 and TreeSap Farms, LLC, for the approximate 12.19 acres of real property located in San Diego County, California, as further described in Exhibit A thereto.
- 4. Lease Agreement, dated and effective October 1, 2018, by and between Dick H. Yamane and Judy A. Yamane, Trustees of the Yamane 1994 Living Trust dated March 15, 1994, and TreeSap Farms, LLC, d/b/a Hines Growers, as amended by the First Amendment to Lease, dated August 19, 2023, for that certain real property known as Golden Nursery located at 2002 Rainbow Valley Blvd., Fallbrook, California 92028.
- Lease, dated October 30, 2012, by and among Blooming Farm, Inc. and Hines Growers, Inc., as amended by the Notice of Option to Renew Lease, dated August 12, 2021, for the property located at 36790 S.W. Nursery Road, Cornelius, Washington County, Oregon 97113.
- 6. Lease, dated October 30, 2012, by and among Forest Grove Nursery LLC and Hines Growers, Inc., as amended by the Notice of Option to Renew Lease, dated August 12, 2021, for the property located at 34665 SW Dober Road, Cornelius, Washington County, Oregon 97113.
- 7. Lease, dated October 30, 2012, by and among Winters Forest Grove LLC and Hines Growers, Inc., as amended by the Notice of Option to Renew Lease, dated August 12, 2021, for the property located at 8100 Timm Road, Vacaville, Solano County, California 95688.

- 8. Lease, dated October 30, 2012, by and among Winters Forest Grove LLC and Hines Growers, Inc., as amended by the Notice of Option to Renew Lease, dated August 12, 2021, for the property located at 45296 SW Ritchey Road, Forest Grove, Washington County, Oregon 97116.
- 9. Lease, dated October 30, 2012, by and among Winters Nursery LLC and Hines Growers, Inc., as amended by the Notice of Option to Renew Lease, dated August 12, 2021, for the property located at 8633 Winters Road, Solano County, California 95694.
- 10. Agricultural Lease, dated August 9, 2024, by and between TS Realty of Florida, LLC and TreeSap Farms, LLC, d/b/a Everde Growers, for the property located at 17474 SW 177 Ave, Miami, Florida 33187.
- 11. Lease Agreement, dated August 18, 2024, by and among PCRIF Mitchelldale, LLC, DRT Barker, LLC, DPJT Partners, LLC and TreeSap Farms, LLC, for that certain property located at 5151 Mitchelldale Street, Building 12, Suite B02, Houston, Texas 77092.
- 12. Lease for Agricultural Purposes, dated March 9, 2022, by and between TreeSap Farms, LLC and the United States of America, acting by and through the Department of the Navy, represented by the Commanding Officer, Naval Facilities Engineering Systems Command Southwest, San Diego, California, for that certain 286.05 acre property located at 5400 Governor Drive, San Diego, California 92111 (the "Miramar Lease").
- 13. Standard Multi-Tenant Office Lease Gross, dated May 10, 2024, by and between DSB Orange, LLC and TreeSap Farms, LLC d/b/a Everde Growers, for the property located at 1045 W. Katella Avenue, Suite 230, Orange, California 92867.
- 14. Standard Industrial/Commercial Single-Tenant Lease Net, dated June 14, 2022, by and between Richard W. Wilson and Terry Wilson, Trustees of the Richard and Terry Wilson Trust dated May 7, 2003, and TreeSap Farms LLC, for the properties located at 3653 East Center Street and 3645 Camulos Street, Piru, California 93015.
- 15. Lease Agreement, dated January 2, 2008, by and between Village Nurseries Wholesale LLC and Jill Demos, as amended by Notice of Option to Renew Lease, dated September 24, 2020, for that certain 17.17 acres of land on the Steele Valley Ranch located at 20099 Santa Rosa Mine Road, Perris, California 92570, as further described therein.
- 16. Real Property Lease, dated December 18, 1996, by and between the Orange County Sanitation District and Village Nurseries, LP, as amended by Amendment to Real Property Lease, dated November 15, 2006, by and between Orange County Sanitation District and Village Nurseries Wholesale, LLC, as further amended by Amendment No. 2 to Real Property Lease, dated November 9, 2011, as further amended by Amendment No. 3 to Real Property Lease, dated February 1, 2017, as further amended by Amendment No. 4 to Real Property Lease, dated December 1, 2021, by and between the Orange County Sanitation District and TreeSap Farms, LLC, for the property described therein as approximately four acres of land located west of the west bank of the Santa Ana River south of Garfield Avenue to south Yorktown Avenue located at 10500 Garfield Avenue, Huntington Beach, California 92646 (the "Huntington Beach Lease").

Schedule 2.2.2

Specified Excluded Assets

None.

Schedule 3.2.5

Specified Assumed Liabilities

None.

Schedule 3.3

Specified Excluded Liabilities

- 1. Master Lease Agreement, dated April 12, 2021, by and between TreeSap Farms, LLC, d/b/a Everde Growers and Farm Credit Leasing Services Corporation.
- 2. Security Agreement, dated April 12, 2021, by and among TreeSap Farms, LLC, d/b/a Everde Growers, TreeSap Florida, LLC, TSV Opco, LLC, TSV Reco, LLC and TSH Opco, LLC and Farm Credit Leasing Services Corporation, relating to Contract No. 001-0120462-000 and that certain Lease Agreement dated April 12, 2021, by and between TreeSap Farms, LLC, d/b/a Everde Growers and Farm Credit Leasing Services Corporation.
- 3. Facility Lease Agreement, effective July 19, 2022, by and between TreeSap Farms, LLC, d/b/a Everde Growers and Farm Credit Leasing Services Corporation.
- 4. Facility Lease Agreement, effective January 4, 2019, by and between TreeSap Farms, LLC, d/b/a Everde Growers and Farm Credit Leasing Services Corporation.
- 5. Schedule A No. 001-0120462-000, dated April 12, 2021, to Lease Agreement dated April 12, 2021, by and between TreeSap Farms, LLC, d/b/a Everde Growers and Farm Credit Leasing Services Corporation.
- 6. Schedule A No. 001-0120656-000, dated April 12, 2021, to Lease Agreement dated April 12, 2021, by and between TreeSap Farms, LLC, d/b/a Everde Growers and Farm Credit Leasing Services Corporation.
- 7. Security Agreement, dated April 12, 2021, by and among TreeSap Farms, LLC, d/b/a Everde Growers, TreeSap Florida, LLC, TSV Opco, LLC, TSV Reco, LLC and TSH Opco, LLC and Farm Credit Leasing Services Corporation, relating to Contract No. 001-0120656-000 and that certain Lease Agreement dated April 12, 2021, by and between TreeSap Farms, LLC, d/b/a Everde Growers and Farm Credit Leasing Services Corporation.
- 8. Schedule A No. 001-0123038-000, dated August 18, 2021, to Lease Agreement dated April 12, 2021, by and between TreeSap Farms, LLC, d/b/a Everde Growers and Farm Credit Leasing Services Corporation.
- 9. Schedule A No. 001-0120572-000, dated December 13, 2021, to Lease Agreement dated April 12, 2021, by and between TreeSap Farms, LLC, d/b/a Everde Growers and Farm Credit Leasing Services Corporation.
- 10. Schedule A No. 001-0123039-000, dated May 24, 2022, to Lease Agreement dated April 12, 2021, by and between TreeSap Farms, LLC, d/b/a Everde Growers and Farm Credit Leasing Services Corporation.

Schedule 7.1

Foreign Qualifications

TreeSap Farms, LLC

- 1. Texas
- 2. Oregon
- 3. California
- 4. Florida

TSH Opco, LLC

- 1. California
- 2. Oregon

TSV Opco, LLC

1. California

TSV Reco, LLC

1. California

TreeSap Florida, LLC

- 1. Texas
- 2. Florida

Schedule 7.4

Taxes and Tax Returns

The following Taxes are due and unpaid by TreeSap Farms, LLC:

- 1. Franchise taxes in the aggregate amount of approximately \$105,725.00.
- 2. Property taxes on real and personal property totaling approximately \$1,560,000.00 in the aggregate:

County	Site	Total
Ann Harris	Corporate	\$3,532.89
Wharton County	Glen Flora	\$52,724.48
Ventura County	Piru	\$46,562.91
Carol County	Mill Creek	\$10,993.59
Flagger County	Bunnell	-
Miami-Dade County	Homestead	\$3,394.85
Orange County	Huntington Beach	\$5,054.16
Palm Beach County	Oasis	\$63,822.06
Riverside County	Steele Valley	\$79,131.38
Sacramento County	Bradshaw	\$9,751.40
San Diego County	Miramar	\$67,631.18
Solano County	Winters	\$780,579.30
Washington County	Forest Grove	\$167,160.38
San Diego County	Fallbrook	\$102,651.61
Other	Corporate	\$16,781.38
Total		\$1,560,000.00

- 3. Sales and use and goods and services taxes in the aggregate amount of approximately \$1,840,000. Such aggregate amount includes approximately \$915,488.65 in past due amounts owed to the State of California, which are being repaid pursuant to a payment plan agreement between TreeSap and the California Department of Tax and Fee Administration, under which TreeSap is obligated to pay approximately \$19,416.07 per month. The total balance payable under such payment plan is approximately \$952,673.82, inclusive of penalties incurred.
- 4. Regulatory and other taxes and fees in the aggregate amount of approximately \$25,000.

EXHIBIT A

BILL OF SALE AND GENERAL ASSIGNMENT

KNOW ALL PEOPLE BY THESE PRESENTS, as of the ___ day of [●], 2025, TREESAP FARMS, LLC, a Texas limited liability company, TSH OPCO, LLC, a California limited liability company, TSV OPCO, LLC, a California limited liability company, TSV RECO, LLC, a California limited liability company, and TREESAP FLORIDA, LLC, a Texas limited liability company (collectively "Sellers" and each a "Seller"), pursuant to that certain Second Amended and Restated Asset Purchase Agreement (the "Purchase Agreement"), dated [•], 2025, by and among Sellers and TYFCO LLC, a Delaware limited liability company (including all designee(s), assignee(s), or nominee(s) of TYFCO LLC (if any), collectively, "Buyer") for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) lawful money of the United States, and other good and valuable consideration to Sellers in hand paid, at or before the delivery of these presents, by Buyer, the receipt and sufficiency of which is hereby acknowledged, have bargained and sold, and by these presents do grant, bargain, sell, convey, set over, transfer, assign and deliver unto the Buyer, its successors and assigns, all of Sellers' rights, title and interest in and to the Acquired Assets, other than the Assumed Contracts and the Assumed Permits, free and clear of all Encumbrances (other than Permitted Exceptions) in accordance with the Purchase Agreement and in accordance with and subject to the Approval Order, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code.

To have and to hold the same unto Buyer, its successors and assigns forever.

This Bill of Sale and General Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement, and the execution of a counterpart of the signature page to this Bill of Sale and General Assignment shall be deemed the execution of a counterpart of this Bill of Sale and General Assignment. This Bill of Sale and General Assignment may also be executed through the use of electronic signature, which each Party acknowledges and agrees is a lawful means of obtaining signatures in the United States. The delivery of this Bill of Sale and General Assignment and the Parties' executed counterpart signature pages hereto may be made by e-mail transmission of a PDF document, and such signatures shall be treated as original signatures for all applicable purposes.

THIS BILL OF SALE AND GENERAL ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL BANKRUPTCY LAW, TO THE EXTENT APPLICABLE, AND WHERE STATE LAW IS IMPLICATED THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES THEREOF, INCLUDING AS TO MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE.

This Bill of Sale and General Assignment will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

This Bill of Sale and General Assignment is an instrument of transfer and conveyance contemplated by, and is executed and delivered under and subject to, the Purchase Agreement, and

nothing contained in this Bill of Sale shall be deemed to modify any of the provisions of the Purchase Agreement or any rights or obligations of Sellers or Buyer under the Purchase Agreement. In the event of a conflict between the terms and provisions of this Bill of Sale and General Assignment and of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement. This Bill of Sale and General Assignment is made without any warranties, express or implied, except for those representations and warranties, if any, expressly set forth in the Purchase Agreement. All of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in the Purchase Agreement shall survive the delivery of this Bill of Sale and General Assignment to the extent, and in the manner, set forth in the Purchase Agreement.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

IN WITNESS WHEREOF, this Bill of Sale and General Assignment has been duly signed by each Seller and Buyer to be effective as of the date first set forth above.

<u>SELLERS</u> :
TREESAP FARMS, LLC,
By:Name: Title:
TSH OPCO, LLC,
By:Name: Title:
TSV OPCO, LLC,
By:Name: Title:
TSV RECO, LLC,
By:Name: Title:
TREESAP FLORDA, LLC,
By:Name:

BUYER:	
TYFCO LLC	
By:	
Name: Jonathan Saperstein	
Title: President	

EXHIBIT B

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") is made and entered into as of [●], 2025, by and among TYFCO LLC, a Delaware limited liability company (including all designee(s), assignee(s), or nominee(s) of TYFCO LLC (if any), collectively, "Assignee"), and each of TreeSap Farms, LLC, a Texas limited liability company, TSH Opco, LLC, a California limited liability company, TSV Opco, LLC, a California limited liability company, TSV Reco, LLC, a California limited liability company, and TreeSap Florida, LLC, a Texas limited liability company. (collectively, "Assignors" and each an "Assignor"). Assignee and Assignors may each, individually, be hereinafter referred to as a "Party" and, collectively as the "Parties". Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in that certain Second Amended and Restated Asset Purchase Agreement, dated as of [●], 2025, by and among Assignors and Assignee (the "Purchase Agreement").

RECITALS

WHEREAS, Assignors and Assignee are parties to the Purchase Agreement, pursuant to which, among other things, Assignors have agreed to sell, transfer and assign to Assignee, and Assignee has agreed to purchase and assume from Assignors, all of Assignors' rights, title and interest in and to the Assumed Contracts and the Assumed Permits in accordance with and subject to the terms and conditions set forth in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Assignee has agreed to accept and assume from Assignors the Assumed Liabilities, in accordance with and subject to the terms and conditions set forth in the Purchase Agreement;

WHEREAS, the execution of this Agreement is required by the Purchase Agreement; and

WHEREAS, the Approval Order has been entered by the Bankruptcy Court.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- Assumed Liabilities. In accordance with and subject to the terms and conditions set forth in the Purchase Agreement and the Approval Order, effective as of the Closing, Assignors hereby transfer and assign to Assignee, and Assignee hereby accepts from Assignors, all of Assignors' rights, title and interest in and to, the Assumed Contracts and the Assumed Permits (collectively, the "Assignment"), free and clear of all Encumbrances (other than Permitted Exceptions) to the extent provided under the Bankruptcy Code. Notwithstanding any provision herein to the contrary, Assignors are not transferring or assigning to Assignee, and Assignee is not acquiring from Assignors, any of Assignors' right, title or interest in, to or under the Excluded Assets.
- 2. <u>Assumption of Assumed Liabilities</u>. In accordance with and subject to the terms and conditions set forth in the Purchase Agreement, effective as of the Closing, Assignee hereby assumes the Assumed Liabilities.

- 3. <u>No Other Liabilities or Obligations Assumed</u>. Except for the assumption of the Assumed Liabilities by Assignee as set forth in <u>Section 2</u> above, Assignee does not assume any Actions against or commitments, Contracts, obligations or other Liabilities of any Assignor, whether or not related to the Acquired Assets or the Business.
- 4. <u>Terms of the Purchase Agreement</u>. 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. Nothing contained in this Agreement shall be deemed to supersede or otherwise affect any of the obligations, agreements, covenants, representations or warranties of Assignors or Assignee contained in the Purchase Agreement.
- 5. <u>Further Assurances</u>. Each of the Parties hereto covenants and agrees, at its own expense, to execute and deliver such further instruments of transfer and assignment and to take such other action as such other Party may reasonably request to further evidence the Assignment.
- 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL BANKRUPTCY LAW, TO THE EXTENT APPLICABLE, AND WHERE STATE LAW IS IMPLICATED THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES THEREOF, INCLUDING AS TO MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE.
- 7. <u>Assignment; Successors and Assigns</u>. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other Party hereto; provided, however, that Assignee may assign its rights hereunder to any of its Affiliates without the consent of any other Party hereto.
- 8. <u>Headings</u>. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- 9. <u>Counterparts; Delivery.</u> This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement, and the execution of a counterpart of the signature page to this Agreement shall be deemed the execution of a counterpart of this Agreement. This Agreement may also be executed through the use of electronic signature, which each Party acknowledges and agrees is a lawful means of obtaining signatures in the United States. The delivery of this Agreement and the Parties' executed counterpart signature pages hereto may be made by e-mail transmission of a PDF document, and such signatures shall be treated as original signatures for all applicable purposes.
- 10. <u>Jurisdiction; Waiver of Jury Trial</u>. Section 12.18 of the Purchase Agreement is incorporated by reference herein, *mutatis mutandis*.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Assignment and Assumption Agreement as of the date first above written.

ASSIGNORS:
TREESAP FARMS, LLC
Pv.
By:Name:
Title:
TSH OPCO, LLC
By:
Name:
Title:
TSV OPCO, LLC
By:
Name:
Title:
TSV RECO, LLC
By:
Name:
Title:
TREESAP FLORDA, LLC
By:
Name:
Title:
ASSIGNEE:
TYFCO LLC

Case 25-90017 Document 243 Filed in TXSB on 04/25/25 Page 164 of 181

By:	
Name: Jonathan Saperstein	
Title: President	

		EXHIBIT	<u>C</u>	
RECOR	DING REQUESTED BY:			
[NAME]]			
WHEN I	RECORDED MAIL O:			
[NAME]	_			
MAIL T	AX STATEMENTS TO:			
[NAME]	-			
Assessor'	s Parcel Number(s): []	(Above Space for Record	ler's Use Only)
		GRANT DE	<u>ED</u>	
THE UN	DERSIGNED GRANTOR H	IEREBY DECL	ARES:	
DOCUM	ENTARY TRANSFER TAX	α IS \$[]; CITY TAX is \$[]
	Computed on full value of Computed on full value les		yed, or or encumbrances remaining a	at time of sale
The prope county.	erty conveyed is located in	_ the City of [_] or an unincorpora	ated area of the
acknowle	dged,,	, a	DERATION, receipt of wh ("Grantor"), hereby ("Grantee"), the	grants to
property s attached l	situated in the County of nereto and incorporated herei	, State of this reference	(" <u>Grantee</u> "), the of California and described nce (the " <u>Property</u> ").	on Exhibit A
SUBJEC	Г ТО:			
(i)		atters of record	conditions, restrictions, reserved escribed on Exhibit B attack	•
(ii)	Installments of general and and payable;	l special real pro	operty taxes and assessments	not yet due
(iii)	Any encumbrance or posse Grantee;	essory interest a	rising from the acts or omissi	ons of
(iv)	All matters which would b inspection of the Property;		sclosed in an accurate survey	or a physical

(v) Zoning ordinances and regulations and any other laws, ordinances, or governmental regulations restricting or regulating the use, occupancy, or enjoyment of the Property.

[Signature and Acknowledgement Page Follows]

IN WITNESS WHEREOF, Grantor has cau, 20	sed this Grant Deed to be executed as of
GRAN	NTOR:
By:	
Name	:
Title:	
ACKNOWLE	DGMENT
A notary public or other officer completing this ce individual who signed the document to which this truthfulness, accuracy, or validity of that documen	certificate is attached, and not the
STATE OF CALIFORNIA)) ss. COUNTY OF)	
On, 202, before me,	ne(s) is/are subscribed to the within instrument cuted the same in his/her/their authorized on the instrument the person(s), or the entity
I certify under PENALTY OF PERJURY under foregoing paragraph is true and correct.	the laws of the State of California that the
WITNESS my hand and official seal.	
Signature	
(Seal)	

EXHIBIT A

Legal Description

EXHIBIT B

Permitted Exceptions

EX	HIBIT D		
This Instrument Prepared by:, Esq.			
After Recording Return To:, Esq.			
Tax I.D. No.:			
SPECIAL W	ARRANTY DEED		
THIS SPECIAL WARRANTY DEED, 2025, by and between			whose
address is, whose address is	(" Grantor "); and (" Grantee ").	_, a	

WITNESSETH:

That the Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration paid by the Grantee, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee, its successors and assigns forever, in fee simple absolute, all the land situated in ______ County, Florida, and more particularly described on **Exhibit A** attached hereto (the "**Property**").

Together with all the rights, tenements, improvements, hereditaments, easements and appurtenances of Grantor thereto belonging or in anywise appertaining.

To have and to hold the same in fee simple forever.

The benefits and obligations hereunder shall inure to and be binding upon the successors and assigns of the respective parties hereto. Except for (i) any and all matters that would be disclosed by a current, accurate survey or visual inspection of the Property and (ii) the exceptions provided on **Exhibit B** attached hereto (collectively, the "**Permitted Exceptions**") as to which matters this conveyance is expressly made subject, Grantor does fully warrant title to said Property and Grantor will forever warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under the Grantor, but against none other. The reference to Permitted Exceptions herein shall not be deemed to reimpose the same.

Signed, sealed and delivered in the presence of:	GRANTOR:
	a
Witness Print Name:	By:
Address:	Name: Title:
Witness	
Print Name: Address:	
STATE OF)	
STATE OF	S.
The foregoing instrument was acknowled online notarization this day of behalf of, a has produced a	ged before me by means of \square physical presence or \square 2025, by, as and on, who \square is personally known or \square as identification.
[Notary Seal]	Notary Public Print Name:
	Commission No.
	My Commission Expires:

EXHIBIT A

Legal Description of the Property

EXHIBIT B

Permitted Exceptions

EXHIBIT E

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS	§				
COUNTY OF	§ KNOW §	V ALL PERS	ONS BY	THESE PRES	SENTS:
THAT, a		("Grantor"),	whose m	ailing address is	S
	for and in conside	eration of the	sum o	f TEN AND	NO/100
DOLLARS (\$10.00) and other	good and valuable	consideration	paid in	cash to Grantor	r by the
Grantee herein named, has GRA	NTED, BARGAIN	VED, SOLD a	nd CON	VEYED, and b	y these:
presents does GRANT	BARGAIN,	SELL	and	CONVEY	unto
	, a			(" <u>Grantee</u> "),	whose
mailing address is		, that ce	rtain real	property situate	ed in
County, State of Texas,	more particularly	described on	Exhibit	A attached her	eto and
made a part hereof for all purpos	es ("Property").				

TO HAVE AND TO HOLD the Property and all improvements thereon, together with all and singular the rights and appurtenances thereto and in any wise belonging unto the said Grantee, its legal representatives, successors and assigns, forever; and Grantor does hereby bind itself, its legal representatives and successors, to Warrant and Forever Defend all and singular the Property, unto the said Grantee, its legal representatives, successors and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof by, through or under Grantor, but not otherwise.

This conveyance is made and delivered subject to (i) any and all matters that would be disclosed by a current, accurate survey or visual inspection of the Property and (ii) those matters of title set forth on **Exhibit B** attached hereto and incorporated herein by reference.

Grantee, by its acceptance hereof, assumes liability for the payment of all ad valorem taxes and assessments for the Property, which are not yet due and payable, for the calendar year of the date of this Special Warranty Deed and for all subsequent years.

[Signature and Acknowledgement Page Follows]

purposes as of the day of	, 20
	GRANTOR :
	a
	By: Name: Title:
STATE OF TEXAS § SCOUNTY OF §	
COUNTY OF §	
This instrument was acknowledged of, a	before me on, 20, by, as
[SEAL]	N
	Notary Public in and for the State of Printed Name:
	My Commission Expires:
AFTER RECORDING RETURN TO:	

EXHIBIT A

Legal Description of the Property

EXHIBIT B

Permitted Exceptions

EXHIBIT F

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment	nt and Assumption of Lease (this "Agreement") is made and entere	ed
into effective as of	, 2025, by and between TreeSap Farms, LLC, a Texas limite	ed
liability company ("Assignor"), and [BUYER] ("Assignee").	

WITNESSETH:

WHEREAS, Assignor is the tenant pursuant to that certain [INSERT LEASE TITLE] dated [DATE], by and between Assignor, as the tenant, and [INSERT LANDLORD ENTITY] ("Landlord"), as the landlord (the "TreeSap Lease") for the lease of the premises described more particularly therein; and

WHEREAS, Assignor now desires to transfer the entirety of its rights, title and interests in and to the TreeSap Lease (the "Assigned Interest") to Assignee, and Assignee desires to assume, confirm and agree to perform, observe and be bound by all of the duties, obligations and liabilities of the lessee under the TreeSap Lease in accordance with the provisions herein;

WHEREAS, Pursuant to that [INSERT BANKRUPTCY ORDER] (the "*Order*"), the Bankruptcy Court approved the assignment of the Assigned Interest to Assignee free and clear of all liabilities of Assignor under the TreeSap Lease which were incurred prior to the Effective Time (as defined below).

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Definitions; Recitals</u>. All capitalized terms used in this Agreement but not defined herein shall have the meanings assigned to them in the TreeSap Lease. The recitals to this Agreement are incorporated herein by reference.
- 2. <u>Assignment and Assumption</u>. Assignor does hereby transfer, assign and convey to Assignee the Assigned Interest, including any security deposit under the TreeSap Lease, if any, and Assignor's right to receive any refunds of overpayments from Landlord relating to the period prior to the Effective Time, effective as of 12:01 a.m., Central Time as of the date first set forth above (the "*Effective Time*"). Assignee does hereby expressly assume all liabilities and agrees to perform all obligations of the tenant under the TreeSap Lease that arise or accrue, or are to be performed, on or after the Effective Time. Notwithstanding anything to the contrary herein, Assignee shall not be liable for any Excluded Liabilities (as defined in the Purchase Agreement) or any liabilities of Assignor under the TreeSap Lease which were discharged by the Order.
- 3. <u>Construction</u>. This Agreement is being executed pursuant to the terms of that certain Second Amended and Restated Asset Purchase Agreement dated effective as of [●], 2025, by and among Assignee, Assignor and the other parties named therein (the "*Purchase Agreement*"). Nothing contained herein shall supersede, replace, waive, or in any way amend the provisions, including the obligations, representations, warranties, or the rights and remedies (including for indemnification) of the Assignor, Assignee or other parties thereto as set forth in the Purchase

Agreement. The Purchase Agreement shall survive the execution and delivery of this Agreement in accordance with its terms. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the provisions of the Purchase Agreement shall govern as between the Assignor and Assignee.

- 4. <u>Binding Agreement</u>. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the parties hereto and their respective successors and permitted assigns.
- 5. <u>Certification of Assignor</u>. In consideration of the foregoing assignment by Assignor and assumption by Assignee, Assignor hereby certifies that:
 - (i) Attached hereto as <u>Annex A</u> is a true and complete copy of the TreeSap Lease, and the TreeSap Lease has not been amended, restated, modified or supplemented, except as set forth in <u>Annex A</u>;
 - (ii) The TreeSap Lease is in full force and effect and there is no existing breach or default on the part of Assignor or Landlord under the TreeSap Lease; nor to the knowledge of Assignor is there any event which, with the passage of time or giving of notice, or both, would constitute a breach or default on the part of Assignor or Landlord under the TreeSap Lease.
- 6. <u>Further Assurances</u>. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to further evidence this Agreement.
- 7. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH FEDERAL BANKRUPTCY LAW, TO THE EXTENT APPLICABLE, AND WHERE STATE LAW IS IMPLICATED, THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF [insert State of premises], WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES THEREOF, INCLUDING AS TO MATTERS OF CONSTRUCTION, VALIDITY, AND PERFORMANCE.
- 8. <u>Assignment; Successors and Assigns</u>. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other party hereto; provided, however, that Assignee may assign its rights hereunder to any of its affiliates without the consent of any other party hereto.
- 9. <u>TreeSap Lease</u>. Except as modified by this Agreement, all other provisions of the TreeSap Lease shall remain unchanged and in full force and effect. If there is any conflict between the terms of this Agreement and the terms of the TreeSap Lease, the terms of this Agreement shall control.
- 10. <u>Headings</u>. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

11. <u>Counterparts; Delivery</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement, and the execution of a counterpart of the signature page to this Agreement shall be deemed the execution of a counterpart of this Agreement. This Agreement may also be executed through the use of electronic signature, which each party acknowledges and agrees is a lawful means of obtaining signatures in the United States. The delivery of this Agreement and the parties' executed counterpart signature pages hereto may be made by e-mail transmission of a PDF document, and such signatures shall be treated as original signatures for all applicable purposes.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

	ASSIGNOR:
	TREESAP FARMS, LLC
By:	
Name: Title:	
	ASSIGNEE:
	[NAME]
By:	
Name: Title:	