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

In re:	Chapter 11
PLENTY UNLIMITED TEXAS LLC, *et al.*[1]	Case No. 25-90105 (CML)
Debtors.	(Jointly Administered)

**ORDER (I)(A) APPROVING BID PROCEDURES ;
(B) APPROVING THE SELECTION OF STALKING
HORSE BIDDER AND AUTHORIZING THE DEBTORS'
ENTRY INTO THE STALKING HORSE AGREEMENT;
(C) SCHEDULING AUCTION AND SALE HEARING;
(D) APPROVING SALE NOTICES; (E) APPROVING ASSUMPTION
AND ASSIGNMENT PROCEDURES; AND (II) GRANTING RELATED RELIEF**

(Related to Docket No. 31)

Upon the motion ("Motion")[2] of Plenty Unlimited Texas LLC and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors"), for entry of an order (the "Order") (i) (a) approving the Bid Procedures attached hereto as **Exhibit 1** by which the Debtors will solicit and select the highest or otherwise best offer for some or all of (1) the New Equity Interests to be issued by the Debtors as reorganized, or any successor or assignee thereto, by merger, consolidation, or otherwise, on and after the effective date of a chapter 11 plan, and/or (2) their Assets and authorizing the Sale Transaction(s); (b) approving the selection of a Stalking Horse Bidder and the Debtors' entry into the Stalking Horse Agreement attached as **Exhibit 2** hereto; (c) scheduling the Auction and Sale Hearing; (d) (1) approving the form and manner of the Sale

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[1] The Debtors in these chapter 11 cases, together with the last four digits of each of the Debtors' federal tax identification numbers, are: Plenty Unlimited Texas LLC (3500); Plenty Unlimited Inc. (0916); MJNN LLC (N/A); White Farms LLC (N/A); Blue Gardens LLC (8487); Bright Agrotech, Inc. (4106); and P F2 VA LLC (9633). The Debtors' service address is 1461 Commerce Drive, Laramie, WY 82070.

[2] Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Motion.

Notice, substantially in the form attached hereto as **Exhibit 3**, (2) authorizing and approving the form and manner the Publication Notice, substantially in the form attached hereto as **Exhibit 4**; (3) approving the form and manner of Assumption and Assignment Notice substantially in the form attached hereto as **Exhibit 5**, (4) approving the form and manner of Post-Auction Notice(s), substantially in the form attached hereto as **Exhibit 6**; (e) approving the Assumption and Assignment Procedures; and (ii) granting related relief, each as more fully set forth in the Motion; and upon consideration of the Malech Declaration, the Morgner Declaration and the Adams Declaration; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby

FOUND AND DETERMINED THAT:

A. The Debtors have articulated good, compelling, sufficient, and sound business reasons for the Court to grant the relief requested in the Motion, including, without limitation, (i) (a) approving the Bid Procedures; (b) approving the selection of the Stalking Horse Bidder in accordance with the Bid Procedures and authorizing the Debtors to enter into the Stalking Horse Agreement; (c) scheduling the Auction and the Sale Hearing; (d) (1) approving the form and manner of the Sale Notice, (2) approving the form and manner of the Assumption and Assignment

Notice, (3) approving the form and manner of the Post-Auction Notice; (e) approving the Assumption and Assignment Procedures; and (ii) granting related relief.

B. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court are overruled except as otherwise set forth herein.

I. Findings with Respect to the Bid Procedures, Notice Procedures, Assumption and Assignment Procedures, and Sale Hearing.

C. The Bid Procedures are fair, reasonable, and appropriate under the circumstances and represent the best method for maximizing the recovery on, and realizable value of, the Debtors' estates. The Bid Procedures are reasonably designed to promote a competitive and robust bidding process to generate the greatest level of interest in the Assets and/or New Equity Interests, resulting in the highest and otherwise best offer.

D. The Sale Notice and the Publication Notice are each appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the sale of the Assets and/or New Equity Interests, the Sale Transaction(s), the Auction, the Bid Procedures, and the Sale Hearing, and no other or further notice is required.

E. The Assumption and Assignment Notice is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the assumption and assignment of the 365 Contracts in connection with the sale of the Assets and/or New Equity Interests and the related Cure Amounts; *provided* that the mere listing of any 365 Contract on the Assumption and Assignment Notice does not require or guarantee that such 365 Contract will be assumed and assigned, and all rights of the Debtors (and, to the extent applicable, a Successful Bidder) with respect to such 365 Contracts are reserved.

F. The Post-Auction Notice is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Successful Bid and Back-Up Bid, and no other or further notice is required.

G. The Assumption and Assignment Procedures are reasonable and in accordance with the Bankruptcy Code. The Assumption and Assignment Procedures are designed to provide 365 Contract counterparties clarity and a reasonable opportunity to object, while balancing the need for efficiency in these Chapter 11 Cases.

II. Findings with Respect to the Stalking Horse Bidder.

H. The Debtors have demonstrated and proven that their performance of the obligations related to the Stalking Horse Bid is in the best interests of the Debtors, their creditors, their estates, and all parties in interest, and that the foregoing represents a sound exercise of the Debtors' business judgment. The Debtors have articulated good, sufficient, and sound business justifications for performance of the obligations related to the Stalking Horse Bid. Namely, among other things, (1) the Stalking Horse Bid constitutes the highest or otherwise best offer that the Debtors have received to date; (2) the approval of the relief requested is a necessary and constructive step toward the completion of the sale process; and (3) the Stalking Horse Bid allows the Debtors to solicit the highest or otherwise best bid for the Assets and/or New Equity Interests through the Bid Procedures. Pursuit of the Stalking Horse Bidder as a "stalking horse" and the Stalking Horse Agreement as a "stalking-horse" sale agreement is the result of fair dealing, is in the best interest of the Debtors, their estates and creditors and reflects a sound exercise of the Debtors' business judgment.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted as set forth herein.

I. Important Dates and Deadlines.

2. The Debtors are authorized to take any and all actions reasonably necessary or appropriate to implement the Bid Procedures in accordance with the following timeline:

Date and Time (all in prevailing Central Time)	Event or Deadline
March 24, 2025	Hearing on Approval of the Bid Procedures
April 7, 2025	Deadline to File Assumption and Assignment Notice
April 24, 2025, at 4:00 pm CT	Bid Deadline
April 25, 2025	Determination of Qualified Bids
April 28, 2025	Auction
April 29, 2025	Deadline to Serve Post-Auction Notice
May 6, 2025, at 4:00 pm CT	Deadline to File Objection to Sale Deadline to File 365 Contract Objections
May 7, 2025	Deadline to file Notice of Election to Toggle to Sale Transaction or Notice to Proceed with Reorganization Transaction
May 12, 2025	Deadline to File Reply to Objections
May 14, 2025	Sale Hearing

3. The failure to timely file an objection in accordance with this Order shall forever bar the assertion of any objection to the Motion or Sale Order and/or consummation of a Sale Transaction, including the assumption and assignment of 365 Contracts to a Successful Bidder pursuant to a purchase agreement, and shall be deemed to constitute any such party's consent to and waiver of the right to object to entry of the applicable order and consummation of the applicable Sale Transaction and all other transactions related thereto.

4. The Debtors reserve the right, and are authorized to, modify the above timeline in accordance with the Bid Procedures and upon proper notice to parties in interest; *provided*, that nothing in this Order shall prejudice the rights of the DIP Lenders under the DIP Orders.

II. Designation of Stalking Horse Bidder.

5. One Madison Group – Pluto, LLC shall be the Stalking Horse Bidder for the Assets. The Stalking Horse Bidder is hereby deemed a Qualified Bidder, and the Stalking Horse Bid is hereby deemed a Qualified Bid, for all purposes under this Order (including the Bid Procedures).

In the event that no other Qualified Bids are submitted, the Debtors shall deem the Stalking Horse Bidder to be the Successful Bidder in accordance with Article XI of the Bid Procedures.

6. Subject to the Bid Procedures and entry of the Sale Order, the Debtors and the Stalking Horse Bidder are granted all rights and remedies provided to them under the Stalking Horse Agreement, including, without limitation, the right to specifically enforce the Stalking Horse Agreement in accordance with its terms.

7. For the avoidance of doubt, consummation of the transaction contemplated by the Stalking Horse Agreement shall be subject to entry of an order approving the sale of the Assets and the satisfaction or waiver of other conditions to closing on the terms set forth in the Stalking Horse Agreement.

III. Bid Procedures.

8. The Bid Procedures are approved in their entirety. The Debtors are authorized to take any and all actions reasonably necessary or appropriate to implement the Bid Procedures in accordance therewith. The failure to specifically include or reference a particular provision of the Bid Procedures in this Order shall not diminish or impair the effectiveness of such provision.

9. In accordance with the Bid Procedures, only parties that execute a confidentiality agreement acceptable to the Debtors will receive due diligence information from the Debtors.

10. The process and requirements associated with submitting a Qualified Bid are approved as fair, reasonable, appropriate, and designed to maximize recoveries for the benefit of the Debtors' estates, creditors, and other parties in interest.

11. Jefferies will serve as the lead point of contact for all Potential Bidders and/or Qualified Bidders interested in a Sale Transaction, and any such person will need to contact

Jefferies, in accordance with the Bid Procedures, to ensure participation in the marketing and sale process.

12. As further described in the Bid Procedures, the deadline to submit a Bid with respect to any proposed Sale Transaction shall be **April 24, 2025 at 4:00 p.m. (prevailing Central Time)**. Any disputes or objections, if any, to the selection of a Qualified Bid, Successful Bid, or Back-up Bid (each as defined in the Bid Procedures) shall be resolved by this Court at the Sale Hearing.

13. The Debtors are authorized to conduct the Auction in accordance with the Bid Procedures. Unless a separate notice is served by the Debtors, the Auction shall take place on **April 28, 2025**. The Auction shall be held at such place or time as the Debtors shall select.

IV. Notice Procedures.

14. The form of Sale Notice is approved.

15. Within seven (7) days after the entry of this Order or as soon as reasonably practicable thereafter, the Debtors shall serve the Sale Notice and this Order, including the Bid Procedures, by first-class mail, postage prepaid, upon: (a) the Office of the United States Trustee; (b) counsel to the Consultation Parties; (c) counsel to the Official Committee of Unsecured Creditors; (d) the United States Attorney's Office for the Southern District of Texas; (e) the Internal Revenue Service; (f) all entities that have, to the best knowledge of the Debtors' management and advisors, expressed written interest in consummating the applicable Sale Transaction(s) with respect to the applicable Assets and/or New Equity Interests within the past six (6) months; (g) all other entities known to have asserted any lien, claim, interest, or encumbrance in or upon any of the Assets or the New Equity Interests; and (h) all parties entitled to notice pursuant to Bankruptcy Rule 2002 and Local Rules 2002-1 and 9013-1; *provided* that to

the extent email addresses are available for any of the foregoing parties, such parties may be served by email.

16. In addition, on or around April 2, 2025 or as soon as reasonably practicable thereafter, the Debtors shall serve the Sale Notice, by first-class mail, postage prepaid, upon the full Creditor Matrix; *provided* that to the extent email addresses are available for any of the foregoing parties, such parties may be served by email..

17. Service of the Sale Notice as described above shall be good and sufficient notice of the Sale Transaction and the Assumption and Assignment Procedures with respect to known interested parties.

18. The Debtors are directed to post the Sale Notice on their case information website at https://stretto.com/plentyunlimited.

19. The form of Publication Notice is approved. The Debtors will publish the Publication Notice within five (5) Business Days following entry of this Order, or as soon as reasonably practicable thereafter.

20. The form of Assumption and Assignment Notice is approved.

21. The form of Post-Auction Notice is approved. The Debtors will serve the applicable Post-Auction Notice on the counterparties to the 365 Contracts, the Notice Parties, and all parties entitled to notice pursuant to Bankruptcy Rule 2002 and Local Rules 2002-1 and 9013-1 as soon as practicable, and in no event later than **April 29, 2025**, and serve such Post-Auction Notice via ECF, by email, or overnight delivery.

V. Assumption and Assignment Procedures.

22. The following Assumption and Assignment Procedures are approved:

a. The Debtors shall file with the Court, post on the case website at https://stretto.com/plentyunlimited, and serve on each Counterparty to a 365

Contract, an initial Assumption and Assignment Notice on or prior to April 7, 2025 (the "Assumption and Assignment Deadline").

b. If no Cure Amount is listed for a particular 365 Contract, the Debtors' asserted Cure Amount for such 365 Contract shall be deemed to be $0.00. The Debtors shall serve via email, if available, or first-class mail the initial Assumption and Assignment Notice that contains (i) the list of 365 Contracts, (ii) information necessary and appropriate to provide notice of the relevant proposed assumption and assignment of 365 Contracts and rights thereunder, (iii) the Cure Amount, if any, and (iv) the procedures for objecting thereto, on all counterparties to the 365 Contracts and all parties entitled to notice pursuant to Bankruptcy Rule 2002 and Local Rules 2002-1 and 9013-1 (the "Rule 2002 Notice List"). Service of such Assumption and Assignment Notice as set forth herein shall be deemed good and sufficient notice of, among other things, the assumption and assignment of the 365 Contracts, the applicable Cure Amounts related thereto, and the procedures for objecting thereto, and no other or further notice is necessary.

c. Following the Auction, if any, the Successful Bidder(s) shall provide adequate assurance information to the Debtors consistent with the information required in the Bid Procedures. The Debtors shall provide such adequate assurance information to those Counterparties who request it in writing.

d. Any objection with respect to the Debtors' proposed Cure Amount or the assumption and assignment of a 365 Contract, including with respect to adequate assurance of future performance (collectively, the "Contract Objection") for any 365 Contract included in any Assumption and Assignment Notice shall be filed on or prior to **May 6, 2025** at **4:00 p.m. (prevailing Central Time)** (the "Contract Objection Deadline"), and served, so as to actually be received on the same day the Contract Objection is filed, on (i) counsel the Debtors, (ii) counsel to the Committee, (iii) the U.S. Trustee, (iv) counsel to the Stalking Horse Bidder and (v) counsel to the Successful Bidder(s) at the address provided in the purchase agreement of the Successful Bid(s). Any Contract Objection must (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules, and the Procedures for Complex Cases in the Southern District of Texas (the "Complex Case Procedures"); (iii) be filed via ECF on or before the Contract Objection Deadline; and (iv) state with specificity the grounds for such objection, including, without limitation, the basis for objecting to the assumption and assignment of the applicable 365 Contract, adequate assurance of future performance, the fully liquidated Cure Amount and the legal and factual bases for any unliquidated Cure Amount that the Counterparty believes is required to be paid under Bankruptcy Code sections 365(b)(1)(A) and (B) for the applicable 365 Contract, along with the specific nature and dates of any alleged defaults, the pecuniary losses, if any, resulting therefrom, and the conditions giving rise thereto. Notwithstanding the foregoing, in the event the Debtors file an amended Assumption and Assignment Notice adding any 365 Contract or decreasing any proposed Cure Amount on or after the Contract Objection Deadline, the

Counterparty must file and serve a Contract Objection within seven (7) days after the filing of any such amendment. In the event the Debtors amend the Assumption and Assignment Notice to decrease the Cure Amount of an assignable contract previously included, any such Contract Objection shall be limited to the Cure Amount only.

e. To the extent that the parties are unable to consensually resolve any Contract Objection prior to the commencement of the applicable Sale Hearing, including, without limitation, any dispute with respect to the Cure Amount required to be paid to the applicable Counterparty under Bankruptcy Code sections 365(b)(1)(A) and (B) (any such dispute, a "Cure Dispute"), the Debtors may (a) assume the applicable 365 Contract prior to the resolution of the Cure Dispute; *provided* that the Debtors shall (i) pay to the applicable Counterparty the undisputed portion of the Cure Amount within five (5) business days after closing of the applicable Sale Transaction and (ii) reserve cash in an amount sufficient to pay the disputed portion of the Cure Amount reasonably asserted by the applicable Counterparty (or such lesser amount as may be fixed or estimated by the Court or otherwise agreed to by the Counterparty and the Debtors), or (b) adjourn their request to assume the applicable 365 Contract pending resolution of the Cure Dispute (an "Adjourned Cure Dispute"); *provided further* that, to the extent the Adjourned Cure Dispute is resolved or determined unfavorably to the Debtors, the Debtors may withdraw the proposed assumption of the applicable 365 Contract after such determination by filing a notice of withdrawal, which, in the case of a lease, shall be prior to the expiration of the applicable deadline to assume or reject unexpired leases under section 365(d)(4) of the Bankruptcy Code (as the same may be extended by order of the Court). The Debtors shall file notice of their intention to reserve for a Cure Amount or to adjourn their request for assumption. An Adjourned Cure Dispute may be resolved after the closing date of the applicable Sale Transaction in the Debtors' discretion.

f. If no Contract Objection is timely received with respect to a 365 Contract: (i) the Counterparty to such 365 Contract shall be deemed to have waived their right to object to the assumption by the Debtors and assignment to the Successful Bidder(s) of the 365 Contract, and be forever barred from asserting any objection with regard to such assumption and assignment (including, without limitation, with respect to adequate assurance of future performance by the Successful Bidder(s)); (ii) any and all defaults under the 365 Contract and any and all pecuniary losses related thereto shall be deemed cured and compensated pursuant to Bankruptcy Code sections 365(b)(1)(A) and (B) upon payment of the Cure Amount set forth in the Assumption and Assignment Notice; and (iii) the Counterparty shall be forever barred from asserting any other claims related to such 365 Contract against the Debtors and their estates or the Successful Bidder(s), or the property of any of the foregoing, that existed prior to the entry of the Sale Order.

g. The inclusion of a 365 Contract on an Assumption and Assignment Notice will not (i) obligate the Debtors to assume any 365 Contract listed thereon nor the

Successful Bidder to take assignment of such 365 Contract or (ii) constitute any admission or agreement of the Debtors that such 365 Contract is an executory contract or unexpired lease.

h. If the Debtors or any Successful Bidder identify during the pendency of the Chapter 11 Cases (before or after the closing of the applicable Sale Transaction) any 365 Contract that is not listed on the Assumption and Assignment Notice, and such 365 Contract has not been rejected by the Debtors, such Successful Bidder may, in its sole and absolute discretion, elect by written notice to the Debtors to assume such 365 Contract and the Debtors may seek to assume and assign such 365 Contract in accordance with the Assumption and Assignment Procedures.

i. In the event that any 365 Contract is added to the Assumption and Assignment Notice or previously-stated Cure Amounts are modified, in accordance with the Assumption and Assignment Procedures, the Debtors shall promptly file, cause to be published on the case information website at https://stretto.com/plentyunlimited. and serve a supplemental assumption and assignment notice, by email or ECF where available, or otherwise by first class mail, on the applicable Counterparty (each, a "<u>Supplemental Assumption and Assignment Notice</u>"). Each Supplemental Assumption and Assignment Notice shall (a) include a schedule of the modified Potential Assumed Contracts Schedule or Proposed Assumed Contracts Schedule (the "<u>Supplemental Assumed Contracts Schedule</u>"), (b) expressly state that assumption or assignment of an Assumed Contract or Assumed Lease is not guaranteed and is subject to Court approval, (c) prominently display the deadline to file a Supplemental Assumption and Assignment Objection (as defined below), and (d) prominently display the date, time, and location of the Sale Hearing.

j. Any Counterparty listed on a Supplemental Assumed Contracts Schedule whose 365 Contract is proposed to be assumed and assigned may object to the proposed assumption or assignment of its 365 Contract, the Debtors' proposed Cure Amount (to the extent modified from the previously-stated amount), or the ability of a Successful Bidder to provide adequate assurance of future performance (a "<u>Supplemental Assumption and Assignment Objection</u>"). All Supplemental Assumption and Assignment Objections must (a) be in writing, (b) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, (c) state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Amount the Counterparty believes are required to cure any alleged defaults under the relevant Assumed Contract or Assumed Lease, (d) no later than fourteen (14) days from the date of service of such Supplemental Assumption and Assignment Notice, (i) be filed with the Court and (ii) be served on the Assumption and Assignment Objection Notice Parties. Each Supplemental Assumption and Assignment Objection, if any, shall be resolved in the same manner as an Assumption and Assignment Objection.

k. At the Sale Hearing, the Debtors will seek Court approval of the assumption and assignment to the Successful Bidder(s) of those 365 Contracts that have been selected by the Successful Bidder(s) to be assumed and assigned. The Debtors and their estates reserve any and all rights with respect to any 365 Contracts that are not ultimately selected.

l. Without limitation to the foregoing paragraphs, prior to the closing of any Sale Transaction, the Debtors may amend the Assumption and Assignment Notice, including without limitation amendment of any Cure Amount, and may make a determination not to assume certain 365 Contracts. In the event the Debtors file an amended Assumption and Assignment Notice adding an assignable 365 Contract and/or lease or decreasing any proposed Cure Amount on or after the Contract Objection Deadline, the Counterparty must file and serve a Contract Objection in accordance with the procedures described within seven (7) days after the filing of such amendment. In the event the Debtors amend the Assumption and Assignment Notice to decrease the Cure Amount of an assignable 365 Contract previously included, any such Contract Objection shall be limited to the Cure Amount Only.

VI. Sale Hearing.

23. If the Debtors elect to proceed with a Sale Transaction, a Sale Hearing to (a) approve a sale of the Assets and/or New Equity Interests to the Successful Bidder, (b) approve designation of the Back-Up Bid and Back-up Bidder, if applicable, in accordance with the Bid Procedures, and (c) authorize the assumption and assignment of certain executory contracts and unexpired leases shall be held on **May 14, 2025 at 1:00 p.m. (prevailing Central Time)**, and may be adjourned or rescheduled upon notice by the Debtors. Parties who will be offering evidence or participating in examination need to make in person appearances in the courtroom. At the Sale Hearing, the Debtors will seek Court approval of the Successful Bid and Back-Up Bid, if applicable. Unless the Court orders otherwise, any Sale Hearing shall be an evidentiary hearing on matters relating to the applicable Sale Transaction and there will be no further bidding at such hearing. In the event that the Successful Bidder cannot or refuses to consummate the applicable Sale Transaction because of the breach or failure on the part of the Successful Bidder, the Debtors, may, in accordance with the Bid Procedures, designate the applicable Back-Up Bid to be the new Successful Bid and the Back-Up Bidder to be the new Successful Bidder, and the Debtors shall be

authorized, but not required, to consummate the applicable Sale Transaction with the Back-Up Bidder without further order of the Court.

24. Any and all objections, to any applicable Sale Transaction (each an "Objection") must be filed no later than **May 6, 2025 at 4:00 p.m. (prevailing Central Time)** (the "Objection Deadline"). Any objections to the Successful Bidder's proposed form of adequate assurance of future performance will be resolved at the Sale Hearing.

VII. Additional Provisions

25. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable pursuant to Bankruptcy Rule 9014. To the extent any findings of fact are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

26. Except as otherwise provided herein, any objection provided pursuant to any of the provisions set forth in the Motion or this Order must: (a) be in writing, (b) comply with the applicable provisions of the Bankruptcy Rules, Local Rules, and Complex Case Procedures, (c) state with particularity the legal and factual basis for the objection and the specific grounds therefor, and (d) be filed with this Court via ECF.

27. Any substantial contribution claims by any bidder are deemed waived, to the extent based on such bidder's submission of a bid in accordance with the Bid Procedures.

28. For the avoidance of doubt, the Stalking Horse Bidder shall have the right, at any time prior to the close of an Auction (if any), to credit bid up to the full amount of the outstanding Prepetition Obligations in any sale of the Assets that constitute Prepetition Collateral as part of the

Stalking Horse Bid, including, in the event of an Auction, as part of an Overbid (as defined in the Bid Procedures).

29. Notwithstanding anything to the contrary herein, the entry of this Order and the relief granted hereby is without prejudice to the rights of any party to object or respond to any Sale Transaction proposed or any other document or instrument contemplated by any of the foregoing, and all such rights are reserved and preserved in all respects.

30. Nothing in this Order constitutes (a) an admission as to the validity of any claim against the Debtors; (b) a waiver of the Debtors' or any party in interest's rights to dispute the amount of, basis for, or validity of any claim or interest under applicable law or nonbankruptcy law; (c) a promise or requirement to pay any claim; (d) a waiver of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; (e) a request for or granting of approval for assumption of any agreement, contract, program, policy, or lease under section 365 of the Bankruptcy Code to the extent unrelated to an applicable Sale Transaction; or (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates. Any payment made pursuant to this order is not intended to be nor should it be construed as an admission as to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

31. The Debtors' rights are hereby preserved and reserved to object to the validity, priority, amount, value, and perfection of any Asserted VA M&M Lien, under applicable bankruptcy and non-bankruptcy law, including Va. Code §§ 11-4.6(B), 43-7(A), 43-9, 43-20, 43-21, and 43-23. The relief granted herein is without prejudice to the rights of the Debtors or any other party in interest to move, seek, or submit additional evidence and pleadings supporting the

sale of any Assets "free and clear" of the Asserted VA M&M Liens pursuant to applicable bankruptcy and non-bankruptcy law, including section 363(f) of the Bankruptcy Code.

32. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied.

33. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion under the circumstances and the requirements of Bankruptcy Rule 6004(a), the Local Rules, and the Complex Case Procedures are satisfied by such notice.

34. Notwithstanding the applicability of Bankruptcy Rules 6004(h) and 6006(d), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

35. The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Order.

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

Signed: March 24, 2025

Christopher M. Lopez

Christopher Lopez
United States Bankruptcy Judge

Exhibit 1

Bid Procedures

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

In re:	Chapter 11
PLENTY UNLIMITED TEXAS LLC, *et al.*[1]	Case No. 25-90105 (CML)
Debtors.	(Jointly Administered)

BID PROCEDURES FOR THE SALE OF THE DEBTORS' ASSETS

On March 23, 2025, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101–1532 (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Court"). The Debtors are authorized to continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

The Debtors filed these chapter 11 cases seeking to consummate either (a) a standalone reorganization of the Debtors' capital structure (the "Reorganization Transaction") or a (b) the Sale Transaction (as defined herein).

On March [●], 2025, the Court entered the *Order (I) (A) Approving Bid Procedures and Authorizing Sale Transaction; (B) Approving the Selection of Stalking Horse Bidder and the Debtors' Entry into the Stalking Horse Agreement; (C) Scheduling Auction and Sale Hearing; (D) Approving Sale Notices; (E) Approving Assumption and Assignment Procedures; and (II) Granting Related Relief* [Docket No. [●]] (the "Bid Procedures Order"),[2] approving, among other things, the bid procedures to be used in connection with the potential sale and auction (the "Auction") of the Assets and/or or the New Equity Interests (each as defined below) (collectively, the "Bid Procedures"). The Bid Procedures are set forth below.

The Bid Procedures Order also authorizes, among other things, the Debtors' entrance into a stalking horse agreement (including all exhibits, schedules, and addendum thereto, as may be

1 The Debtors in these chapter 11 cases, together with the last four digits of each of the Debtors' federal tax identification numbers, are: Plenty Unlimited Texas LLC (3500); Plenty Unlimited Inc. (0916); MJNN LLC (N/A); White Farms LLC (N/A); Blue Gardens LLC (8487); Bright Agrotech, Inc. (4106); and P F2 VA LLC (9633). The Debtors' service address is 1461 Commerce Drive, Laramie, WY 82070.

2 Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the *Debtors' Motion for Entry of an Order Order (I) (A) Approving Bid Procedures and Authorizing Sale Transaction; (B) Approving the Selection of Stalking Horse Bidder and the Debtors' Entry into the Stalking Horse Agreement; (C) Scheduling Auction and Sale Hearing; (D) Approving Sale Notices; (E) Approving Assumption and Assignment Procedures; and (II) Granting Related Relief* [Docket No. [●]] (the "Bid Procedures Motion").

amended, amended and restated, supplemented, or modified from time to time, the "Stalking Horse Agreement"), by and between the Debtors and the stalking horse purchaser named therein (the "Stalking Horse Bidder") whose Qualified Bid (as defined below) shall serve as the stalking horse bid (the "Stalking Horse Bid") for the Assets (as defined herein), subject to higher and better bids in accordance with the terms and conditions of these Bid Procedures. For all purposes under these Bid Procedures, the Stalking Horse Bidder shall be considered a Qualified Bidder (as defined below), and the Stalking Horse Bid shall be considered a Qualified Bid (as defined below). Subject to the other provisions of these Bid Procedures, in the event that the Stalking Horse Bid is the only Qualified Bid received by the Debtors by the Bid Deadline (as defined below), the Stalking Horse Bidder shall be deemed the Successful Bidder (as defined below), and the Debtors shall not hold an Auction.

The Debtors may elect in their discretion to post a form of the applicable purchase agreement as to the remaining Assets (each, a "Form Purchase Agreement") to the Data Room (as defined below).

ANY PARTY INTERESTED IN PROPOSING A POTENTIAL SALE TRANSACTION SHOULD CONTACT THE DEBTORS' INVESTMENT BANKER, JEFFERIES LLC, IF THEY HAVE ANY QUESTIONS OR NEED ADDITIONAL INFORMATION:

RICHARD MORGNER (RMORGNER@JEFFERIES.COM), AND PHILIP ENGEL (PENGEL@JEFFERIES.COM)

I. SALE PACKAGE TO BE AUCTIONED

The Debtors seek the highest or otherwise best offer(s) for the sale or disposition of some or all of (i) the equity interests (the "New Equity Interests") to be issued by the Debtors as reorganized, or any successor or assignee thereto, by merger, consolidation, or otherwise, on and after the effective date of a chapter 11 plan, and/or (ii) all or substantially all of their assets including, without limitation: (A) the Debtors' Virginia Farm and related assets (collectively, the "Virginia Assets"), (B) the Debtors' Wyoming R&D Facility and related assets (collectively, the "Wyoming Assets"), and (C) certain intellectual property owned by the Debtors (the "Other Assets" and together with the Virginia Assets and the Wyoming Assets, collectively, the "Assets"), in each case under section 363 of the Bankruptcy Code and/or pursuant to a chapter 11 plan (any such sale or disposition, a "Sale Transaction").

Virginia Assets: The Debtors will offer for sale the Virginia Assets in accordance with these Bid Procedures. For the avoidance of doubt, with respect to the Virginia Assets, to the extent the Debtors do not receive Qualified Bids (as defined below) for all of the Virginia Assets, the Debtors reserve the right not to consider or otherwise to proceed to an Auction for such bids.

Wyoming Assets: The Debtors will offer for sale the Wyoming Assets in accordance with these Bid Procedures. For the avoidance of doubt, with respect to the Wyoming Assets, to the extent the Debtors do not receive Qualified Bids (as defined below) for all of the Wyoming Assets, the Debtors reserve the right not to consider or otherwise to proceed to an Auction for such bids.

Other Assets: The Debtors will offer for sale the Other Assets in accordance with these Bid Procedures through a sale of (a) all of the Debtors' Other Assets; or (b) particular assets representing a portion of the Other Assets (each such bid, an "Other Assets Partial Bid"). For the avoidance of doubt, with respect to Other Assets Partial Bids, to the extent the Debtors do not receive Qualified Bid(s) (as defined below) for all of the Other Assets, the Debtors reserve the right not to consider or otherwise proceed to an Auction for such bids.

The Debtors reserve the right to not consider Qualified Bid(s) for the New Equity Interests, the Virginia Assets, the Wyoming Assets, or the Other Assets or to determine to not proceed to an Auction or Sale Hearing for such Qualified Bid(s) if the aggregate value of such Qualified Bid(s) does not exceed an amount necessary to, among other things, fund plan distributions, fund working capital, and satisfy all obligations outstanding under the DIP Facility in full in cash on the closing date of such Sale Transaction.

II. KEY DATES

The Bid Procedures provide interested parties with the opportunity to qualify for, and participate in, a potential Auction to be conducted by the Debtors and to submit competing bids (each, a "Bid") for the sale of the Assets. In accordance with the Bid Procedures, the Debtors will (a) coordinate with each Potential Bidder (as defined below) regarding the conduct of their respective due diligence, (b) evaluate bids from Potential Bidders, (c) negotiate any Bid made, and (d) make such other determinations as are provided for in these Bid Procedures.

The key dates for the process are as follows:

Date and Time (all in prevailing Central Time)	**Event or Deadline**
March 24, 2025	Hearing on Approval of the Bid Procedures
April 7, 2025	Deadline to File Assumption and Assignment Notice
April 24, 2025, at 4:00 pm CT	Bid Deadline
April 25, 2025	Determination of Qualified Bids
April 28, 2025	Auction
April 29, 2025	Deadline to Serve Post-Auction Notice
May 6, 2025, at 4:00 pm CT	Deadline to File Objection to Sale Deadline to File 365 Contract Objections
May 7, 2025	Deadline to file Notice of Election to Toggle to Sale Transaction or Notice to Proceed with Reorganization Transaction
May 12, 2025	Deadline to File Reply to Objections
May 14, 2025	Sale Hearing

The Debtors may extend any of the deadlines in accordance with the terms of these Bid Procedures.

III. POTENTIAL BID REQUIREMENTS

To participate in the bid process or otherwise be considered for any purpose hereunder, a person or entity (other than the Stalking Horse Bidder) interested in purchasing any or all of the Assets (each, a "Potential Bidder") must deliver or have previously delivered to the Debtors the following preliminary documentation (collectively, the "Preliminary Bid Documents"):

a. an executed confidentiality agreement (a "Confidentiality Agreement") in the form attached as **Schedule 1** hereto;

b. sufficient information, as reasonably determined by the Debtors, that the Potential Bidder has or may reasonably obtain (i) the financial capacity to close the Sale Transaction (including current audited or verified financial statements of, or verified financial commitments obtained by, the Potential Bidder (or, if the Potential Bidder is an entity formed for the purpose of acquiring the property to be sold, the party that will bear liability for a breach) as well as an overview of any recent transactions), the adequacy of which must be acceptable to the Debtors and (ii) any required internal, corporate, legal or other authorizations to close a Sale Transaction;

c. sufficient information, as reasonably determined by the Debtors, that the Potential Bidder has the ability to receive any and all necessary governmental, licensing, regulatory, and other approvals;

d. identity of the Potential Bidder, including its legal name, jurisdiction and form of organization, and details regarding the ownership and capital structure of the Potential Bidder, including details related to the Potential Bidder's beneficial owners, ultimate beneficial owners, and controlling entities and whether the Potential Bidder is an insider or affiliate of any of the Debtors, and any of the principals, corporate officers, or other representatives that are authorized to appear for and act on behalf of the Potential Bidder with respect to the contemplated Sale Transaction; and description of the nature and extent of any due diligence the Potential Bidder wishes to conduct; and

e. sufficient information that the Potential Bidder intends to access the Data Room (as defined below) for a purpose consistent with these Bid Procedures.

Promptly after a Potential Bidder delivers Preliminary Bid Documents, the Debtors shall (a) determine and notify each Potential Bidder as to whether such Potential Bidder has submitted acceptable Preliminary Bid Documents, (b) provide copies of any such notices to the Notice Parties (as defined below) and (c) provide copies of any such Preliminary Bid Documents to the Consultation Parties (as defined below). Only those Potential Bidders that have submitted acceptable preliminary documentation (each, an "Acceptable Bidder") to the reasonable satisfaction of the Debtors and their advisors submit bids to purchase the Assets and/or the New Equity Interests. For the avoidance of doubt, the requirements to qualify as a "Potential Bidder" or an "Acceptable Bidder" shall not be applicable to the Stalking Horse Bidder.

IV. DUE DILIGENCE

Only Acceptable Bidders shall be eligible to receive due diligence information and access to the Debtors' electronic data room (the "Data Room") and to additional non-public information regarding the Debtors as may be reasonably requested by the Acceptable Bidder that the Debtors, in their business judgment, determine to be reasonable, available, and appropriate under the circumstances. The Debtors will provide to each Acceptable Bidder and the Stalking Horse Bidder reasonable due diligence information, as reasonably requested by such Acceptable Bidder and the Stalking Horse Bidder in writing, as soon as reasonably practicable after such request, and the Debtors shall post substantially all written due diligence provided to any Acceptable Bidder to the Debtors' Data Room. The Debtors may designate one or more representatives to coordinate all reasonable requests for additional information and due diligence from Acceptable Bidders. Acceptable Bidders will not, directly or indirectly, contact or initiate or engage in discussions in respect of matters relating to the Debtors or a potential Sale Transaction with any customer, supplier, or other contractual counterparty of the Debtors without the prior written consent of the Debtors. The due diligence period will end on the Bid Deadline (as defined below) and subsequent to the Bid Deadline the Debtors shall have no obligation to furnish any due diligence information.

In connection with the provision of due diligence information to Acceptable Bidders, the Debtors shall not furnish any confidential information relating to the Debtors or a potential Sale Transaction to any person except an Acceptable Bidder or such Acceptable Bidder's duly authorized representatives to the extent provided in an applicable Confidentiality Agreement (an "Authorized Representative"). Neither the Debtors nor any of their representatives shall be obligated to furnish any information of any kind whatsoever relating to the Debtors, the Assets, the New Equity Interests, or any proposed transaction to any person or entity who is not an Acceptable Bidder, the Stalking Horse Bidder or such Acceptable Bidder's and Stalking Horse Bidder's respective Authorized Representatives, other than with respect to the Consultation Parties as set forth herein.

The Debtors and their advisors shall coordinate all reasonable requests for additional information and due diligence access from Acceptable Bidders; *provided* that the Debtors may decline to provide such information to Acceptable Bidders who, in the Debtors' reasonable business judgment have not established, or who have raised doubt, that such Acceptable Bidders intend in good faith to, or have the capacity to, consummate a Sale Transaction. For any bidder who is a competitor or customer of the Debtors or is affiliated with any competitors or customers of the Debtors, the Debtors reserve the right to withhold or modify any diligence materials that the Debtors determine are business-sensitive or otherwise inappropriate for disclosure to such bidder.

The Debtors make no representation or warranty as to the information provided through this due diligence process or otherwise, including the documents in the Data Room, except as set forth in any executed definitive documents for the applicable Sale Transaction(s). Each Acceptable Bidder shall be deemed to acknowledge and represent that it has had an opportunity to conduct any and all due diligence regarding the applicable Assets or New Equity Interests prior to making a bid; that it has relied solely upon its own independent review, investigation, and/or inspection of any documents and the applicable Assets or New Equity Interests in making its bid, and that it did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise regarding the applicable Assets or New Equity Interests or the completeness of any information provided in connection therewith, except as expressly stated in these Bid Procedures or such Acceptable Bidder's Confidentiality Agreement.

Each Acceptable Bidder (including any Qualified Bidder) shall comply with all reasonable requests for additional information and due diligence access requested by the Debtors or their advisors regarding the ability of such Acceptable Bidder (including any Qualified Bidder) to consummate its contemplated Sale Transaction. Failure by an Acceptable Bidder (including any Qualified Bidder) to comply with such reasonable requests for additional information and due diligence access may be a basis for the Debtors to determine that such bidder is no longer an Acceptable Bidder (including any Qualified Bidder) or that a bid made by such bidder is not a Qualified Bid.

Information Requests. The Debtors have designated Jefferies LLC ("Jefferies") to coordinate the response to all reasonable requests for additional information and due diligence with respect to the Assets, the New Equity Interests and potential Sale Transactions. Contact information for Jefferies is as follows: Jefferies LLC, 520 Madison Ave., New York, New York 10022, Attn: Richard Morgner (rmorgner@jefferies.com) and Philip Engel (pengel@jefferies.com). Jefferies will serve as the lead point of contact for all potential purchasers interested in a Sale Transaction, and any such purchaser will need to contact Jefferies to ensure participation in the marketing and sale process described herein.

V. NO COMMUNICATIONS AMONG BIDDERS

There shall be no communications regarding potential Bids, a potential Sale Transaction, or another potential transaction between or among any bidders, including any Stalking Horse Bidder, unless the Debtors have previously authorized such communication in writing (email from the Debtors' counsel being sufficient). The Debtors reserve the right, in their reasonable business judgment, to disqualify any bidder that the Debtors believe, in their reasonable judgment, has communicated with another bidder in violation of these Bid Procedures.

The joining of Bids between Potential Bidders or Acceptable Bidders (including the Stalking Horse Bidder) is permitted; *provided* that, if any Potential Bidders or Acceptable Bidders are interested in joining Bids, the Debtors' advisors will facilitate the communications between such parties and the potential joining of Bids.

VI. SUBMISSIONS TO THE DEBTORS; CONSULTATION PARTIES

All submissions to the Debtors required or permitted to be made under the Bid Procedures must be directed to each of the following persons or entities unless otherwise provided (collectively, the "Notice Parties"):

a. Debtors: Plenty Unlimited Texas LLC, 211 E. 7th Street, Suite 620, Austin, TX 78701-3218, Attn: Dan Malech;

b. Debtors' Counsel: Sidley Austin LLP, 787 7th Ave, New York, NY 10019, Attn: Anthony Grossi (agrossi@sidley.com), Ameneh Bordi (abordi@sidley.com) and Margaret Alden (malden@sidley.com);

c. Debtors' Investment Banker: Jefferies LLC, 520 Madison Ave., New York, New York 10022, Attn: Richard Morgner (rmorgner@jefferies.com) and Philip Engel (pengel@jefferies.com); and

d. Debtors' Financial Advisor: Uzzi & Lall, One Liberty Plaza, 165 Broadway 23rd Floor, New York, NY 10006, Attn: Colin M. Adams (cadams@uzzilall.com), Griffin Dunne (gdunne@uzzilall.com), and Jonathan Wang (jwang@uzzilall.com).

The "Consultation Parties" as used in these Bid Procedures are: (a) if at any time that SVF II Pacific (DE) LLC and/or One Madison Group – Plenty II, LLC do not control the Stalking Horse Bidder or the Stalking Horse Bid has been withdrawn in accordance with these Bid Procedures and/or the Stalking Horse Agreement, (i) SVF II Pacific (DE) LLC and its designated advisor, Sullivan & Cromwell LLP; (ii) One Madison Group – Plenty II, LLC and its designated advisor, Davis Polk & Wardwell LLP; (iii) Porter Hedges LLP, as co-advisor for SVF II Pacific (DE) LLC and One Madison Group – Plenty II, LLC; (b) any statutory committee appointed in these chapter 11 cases and its designated advisors; *provided* that, to the extent that any party in the preceding clauses (a) and (b) is a bidder in connection with any potential Sale Transaction, such party shall not be a Consultation Party to the extent that doing so would violate the Procedures for Complex Cases in the Southern District of Texas.

If a Consultation Party, in its capacity as such, receives material information in connection with Bids or bidders in a Sale Transaction(s) process, which information is not provided to all Potential Bidders in such Sale Transaction(s) process, such party shall be prohibited from being deemed a Qualified Bidder in connection with such Sale Transaction(s) process, unless such information is provided to all other Potential Bidders in such Sale Transaction(s) process by the applicable bid deadline or promptly following receipt of such information by such party.

VII. BID DEADLINES

Any Bid must be transmitted via email (in PDF or similar format) to the Debtors and their advisors specified herein so as to be **actually received** no later than 4:00 p.m. (prevailing Central Time) on or before **April 24, 2025** (the "Bid Deadline"). The Debtors may extend the Bid Deadline by a reasonable period of time if the Debtors believe that such extension would further the goal of attaining the highest or otherwise best offer for the Assets. If the Debtors extend the Bid Deadline, the Debtors will promptly notify all Potential Bidders and Qualified Bidders (including the Stalking Horse Bidder) of such extension.

VIII. BID REQUIREMENTS

To participate in the Auction, an Acceptable Bidder (other than the Stalking Horse Bidder) must deliver to the Debtors and their advisors an irrevocable offer for the purchase of the Assets that must meet the following criteria:

a. **Proposed Transaction**. Each Bid must clearly propose a Sale Transaction as to applicable Assets or New Equity Interests and must specify the disposition of any liabilities or obligations. Each Bid must specify which of the New Equity Interests or Assets are to be included in or excluded from the proposed Sale Transaction.

b. **Purchase Price**. Each Bid must clearly specify a purchase price, including and identifying separately any cash and non-cash components (the "Purchase Price"). A Bid that includes multiple facilities, properties, or other Assets or New Equity Interests must specify how the Purchase Price is to be allocated among each facility, property, or other Assets or New Equity Interests to be included in the Sale Transaction; *provided* that the cash component of the Purchase Price for any Bid must be sufficient to repay in full in cash all DIP Obligations and Administrative Claims. Any Bid for the same Sale Transaction type as the Stalking Horse Agreement must provide for an amount of consideration that equals at least the sum of: (i) the amount of the purchase price consideration set forth in the Stalking Horse Agreement, plus (ii) a minimum overbid amount equal to $250,000.

c. **Good Faith Deposit**. Each Bid other a credit bid must be accompanied by a cash deposit equal to 10% of the aggregate Purchase Price, submitted by wire transfer of immediately available funds to one or more escrow accounts designated by the Debtors (the "Good Faith Deposit"); *provided* that the Debtors in their business judgment may elect to waive or modify the requirement of a Good Faith Deposit on a case-by-case basis; and *provided further* that the Stalking Horse Bidder will not be required to make a Good Faith Deposit. To the extent a Qualified Bid is modified before, during, or after an Auction in any manner that increases the Purchase Price contemplated by such Qualified Bid, the Debtors reserve the right to require that such Qualified Bidder increase its Good Faith Deposit.

d. **Sale Transaction Documents**. Each Bid must be accompanied by an executed asset purchase agreement or equity purchase agreement, as applicable, including the exhibits, schedules, and ancillary agreements related thereto and any other related material documents integral to such Bid. Each Bid must be accompanied by a redline copy marked to reflect any amendments or modifications to the form purchase agreement from the Debtors.

e. **Proof of Financial Ability to Perform**. Each Bid must include written evidence that, in the Debtors' reasonable discretion, demonstrates that the Potential Bidder has the necessary financial ability to close the proposed Sale Transaction. Such information must include the following:

(i) current financial statements or similar financial information certified to be true and correct as of the date thereof;

(ii) contact names and telephone numbers for verification of financing sources;

(iii) evidence of the Acceptable Bidder's internal financial wherewithal and, if applicable, proof of unconditional fully-executed and effective financing commitments from one or more reputable sources in an aggregate amount equal to Purchase Price of the Bid (including, if applicable, the payment of cure amounts), in each case, as are needed to close the proposed Sale Transaction;

(iv) a description of the Acceptable Bidder's pro forma capital structure; and

(v) any other financial disclosure or credit-quality support information or enhancement reasonably requested by the Debtors demonstrating that such bidder has the ability to close the proposed Sale Transaction.

f. **Contingencies; No Financing or Diligence Outs**. A Bid must not be conditioned on the obtaining or the sufficiency of financing or any internal approval, or on the outcome or review of due diligence.

g. **Identity**. Each Bid must fully disclose the identity of each entity that will be bidding or otherwise participating in connection with such Bid—including each equity holder or other financial backer of the bidder if such bidder is an entity formed for the purpose of consummating the proposed Sale Transaction contemplated by such Bid—and the complete terms of any such participation. Each Bid should also include contact information for the specific person(s) and counsel whom the Debtors (and their advisors) should contact regarding such Bid.

h. **Regulatory and Third-Party Approvals**. Each Bid must set forth each regulatory and third-party approval required for the bidder to consummate the proposed Sale Transaction, if any, the date by which the bidder expects to receive such approvals, and those actions the bidder will take to ensure receipt of such approvals as promptly as possible.

i. **Authorization**. Each Bid must contain evidence acceptable to the Debtors that the bidder has obtained authorization or approval from its board of directors (or a comparable governing body) with respect to the submission of its Bid and the consummation of the Sale Transaction contemplated by such Bid.

j. **Contracts and Leases**. Each Bid must identify each and every executory contract and unexpired lease to be assumed and assigned in connection with the proposed Sale Transaction (collectively, the "Assumed Contracts"). Each such Bid must be accompanied by sufficient information to demonstrate adequate assurance of future performance by the bidder under all Assumed Contracts, which may include audited and unaudited financial statements, tax returns, bank account statements, a description of the business to be conducted at the premises, or such other documentation as the Debtors may request (the "Adequate Assurance Package"). The Adequate Assurance Package should be submitted in its own compiled PDF document.

k. **Management and Employee Obligations**. Each Bid must indicate whether the bidder intends to hire all or some of the employees who are primarily employed in connection with the Assets to be included in the proposed Sale Transaction and, if yes, specify which employees.

l. **As Is, Where Is**. Each Bid must include a written acknowledgement and representation that the bidder: (i) has had an opportunity to conduct any and all due diligence regarding the proposed Sale Transaction prior to making its offer; (ii) has relied solely upon its own independent review, investigation, or inspection of any documents in making its Bid; (iii) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, by the Debtors or their advisors or other representatives regarding the Sale Transaction or the completeness of any information provided in connection therewith or the Auction (if any); and (iv) did not engage in any collusive conduct and acted in good faith in submitting its Bid.

m. **Irrevocable; Commitment to Close**. Each Bid must state that in the event a Bid is chosen as the Back-Up Bid (as defined below), it shall remain irrevocable until the Debtors and the Successful Bidder (as defined below) consummate the applicable Sale Transaction. Each Bid must provide a commitment to close as soon as practicable, but in no event later than 25 days following the conclusion of the Auction (if any) or designation of a Successful Bidder if no Auction is held.

n. **Back-Up Bidder Commitment**. Each Bid must include a written commitment by the applicable Acceptable Bidder to serve as a Back-Up Bidder (as defined below) in the event that such Acceptable Bidder's Bid is not selected as the Successful Bid (as defined below) and is the next highest or otherwise best bid.

o. **Expected Closing Date**. Each Bid must state the Acceptable Bidder's expected date of closing the applicable Sale Transaction.

p. Representations and Warranties. Each Bid must include the following representations and warranties:

(i) A statement that the Potential Bidder has had an opportunity to conduct, and has completed, any and all due diligence regarding the Assets prior to submitting its Bid;

(ii) A statement that the Potential Bidder has relied solely upon its own independent review, investigation, and/or inspection of any relevant documents and the Assets in making its Bid and did not rely on any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express or implied, by operation of law or otherwise, regarding the Assets or the completeness of any information provided in connection therewith;

(iii) A statement that the Potential Bidder has not (a) engaged in any collusion with respect to the proposed Sale Transaction or (b) entered into an agreement or negotiated towards terms of an agreement that would restrict a party's ability to submit a Bid or engage in discussions with other parties surrounding the submission of a Bid;

(iv) A statement that all proof of financial ability to consummate the Sale Transaction in a timely manner and all information provided to support adequate assurance of future performance is true and correct; and

(v) A statement that the Potential Bidder agrees to be bound by the terms of the Bid Procedures and that it and its Bid complied herewith.

Only Bids, other than the Stalking Horse Bid, fulfilling all of the preceding requirements contained in this Section VIII, or as otherwise may be determined in the Debtors' reasonable discretion shall be deemed to be "Qualified Bids," and only those parties submitting Qualified Bids may, at the Debtors' reasonable discretion, be deemed to be "Qualified Bidders," *provided*, that under no circumstances shall a bid that does not provide for repayment of the DIP Obligations in full in cash be determined to be a Qualified Bid. The Stalking Horse Bidder shall be deemed to be a Qualified Bidder, the Stalking Horse Bid shall be deemed a Qualified Bid, and the Stalking Horse Bidder may participate in the applicable Auction with respect to the Assets or the New Equity Interests.

By submitting a Bid, each bidder is agreeing, and shall be deemed to have agreed, to abide by and honor the terms of the Bid Procedures and to refrain from (a) submitting a Bid after conclusion of the Auction (if any) or (b) seeking to reopen the Auction (if any) once closed. **The submission of a Bid shall constitute a binding and irrevocable offer (a) for the Successful Bidder (as defined below), until consummation of the Sale Transaction, (b) for the Back-Up Bidder, if any, as provided herein, and (c) for any bidder other than the Successful Bidder and Back-Up Bidder, until two (2) business days after entry of an order approving the Successful Bid (as defined below) and (if applicable) the Back-Up Bid (as defined below) for the Sale Transaction (such order, a "Sale Order"), and each Bid must include a written acknowledgement and representation to such effect. Without the written consent of the Debtors, a Qualified Bidder may not modify, amend or withdraw its Qualified Bid, except for proposed amendments to increase the Purchase Price or otherwise improve the terms of such Qualified Bid for the Debtors during the period that such Qualified Bid remains binding as specified herein, including at the Auction.**

Within three (3) days after the Bid Deadline or as soon thereafter as is reasonably practicable, the Debtors shall determine which Acceptable Bidders are Qualified Bidders and will notify the Acceptable Bidders whether Bids submitted constitute Qualified Bids, which will enable such Qualified Bidders to participate in the Auction. Any Bid that is not deemed a Qualified Bid shall not be considered by the Debtors; *provided* that, if the Debtors receive a Bid prior to the Bid Deadline that does not satisfy the requirements of a Qualified Bid, the Debtors may provide the Acceptable Bidder with the opportunity to remedy any deficiencies prior to the Auction.

IX. INDICATIONS OF INTEREST

The Debtors reserve the right to require Acceptable Bidders to submit written indications of interest prior to the Bid Deadline specifying, among other things, the Assets or New Equity Interests to be acquired in a Sale Transaction, the amount and type of consideration to be offered, and any other material terms to be included in a bid by such party. If an Acceptable Bidder fails to comply with any such request by the Debtors, the Debtors may deny such Acceptable Bidder further diligence access or deny such Acceptable Bidder further participation in the Transaction. The Debtors also reserve the right to exclude any Acceptable Bidder (prior to its submission of a Qualified Bid) from continuing in the Transaction if the Debtors determine that the consideration proposed to be paid by such Acceptable Bidder is insufficient.

X. EVALUATION OF QUALIFIED BIDS

The Consultation Parties shall have the opportunity to review any Qualified Bids, and the Debtors may discuss, negotiate, or seek clarification of any Qualified Bid from a Qualified Bidder. Without the prior written consent of the Debtors, a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the Purchase Price (which, in the case of the Stalking Horse Bid, may include a credit bid of all or a portion of the Prepetition Obligations), or otherwise improve the terms of, the Qualified Bid, during the period that such Qualified Bid remains binding as specified in these Bid Procedures. Any improved Qualified Bid must continue to comply with the requirements for Qualified Bids set forth in these Bid Procedures.

Notwithstanding anything herein to the contrary, the Debtors reserve the right to work with (a) Potential Bidders and Acceptable Bidders to aggregate two or more Bids into a single consolidated Bid prior to the applicable Bid Deadline and (b) Qualified Bidders to aggregate two or more Qualified Bids into a single Qualified Bid prior to the conclusion of the Auction (if any). The Debtors reserve the right to cooperate with any Acceptable Bidder to cure any deficiencies in a Bid that is not initially deemed to be a Qualified Bid. The Debtors may accept a single Qualified Bid or multiple Bids that, if taken together in the aggregate, would otherwise meet the standards for a single Qualified Bid (in which event those multiple bidders shall be treated as a single Qualified Bidder and their Bid a single Qualified Bid for purposes of the Auction, if any).

For the avoidance of doubt, a credit bid (including the Stalking Horse Bid) shall not be considered inferior to a comparable cash or other non-cash bid by virtue of such Bid being a credit bid.

XI. NO QUALIFIED BIDS

If no Qualified Bids other than the Stalking Horse Bid are received by the Bid Deadline for any Sale Transaction, then the Debtors shall cancel the Auction for the applicable Sale Transaction, designate the Stalking Horse Bid as the Successful Bid (as defined below) for such Sale Transaction, and pursue entry of an applicable Sale Order approving the proposed Sale Transaction to the Stalking Horse Bidder. If the Debtors make such a designation, the Debtors shall file a notice with the Court within one (1) business day of making such designation.

XII. AUCTION

If the Debtors receive two or more Qualified Bids for the same assets by the applicable Bid Deadline, the Debtors may conduct an Auction to determine the Successful Bidder or Back-Up Bidder, as applicable for such Sale Transaction. In such event, the Debtors shall evaluate Qualified Bids and identify the Qualified Bid that is, in the Debtors' business judgment, the highest or otherwise best Qualified Bid or combination of Qualified Bids (the "Starting Bid"). When determining the highest or otherwise best Qualified Bid, as compared to other Qualified Bids, the Debtors may consider the following factors, in addition to any other factors that the Debtors deem appropriate and/or relevant to the value of the Qualified Bid to the Debtors' estates: (a) the amount and nature of the total consideration; (b) the likelihood of the Qualified Bidder's ability to close a Sale Transaction and the timing thereof; (c) the net economic effect of any changes to the value to be received by each of the Debtors' estates from the Sale Transaction contemplated by the Qualified Bid; and (d) the tax consequences of such Qualified Bid. Prior to the start of the Auction, the Debtors shall notify all Qualified Bidders, including the Stalking Horse Bidder as to which Qualified Bid is the Starting Bid for the Auction. At such time, the Debtors shall also distribute copies of the Starting Bid to each Qualified Bidder, including the Stalking Horse Bidder.

If an Auction is held, such Auction shall take place, in person or via remote video connection (as determined by the Debtors), on April 28, 2025. The Auction shall be conducted in a timely fashion according to the procedures set forth below (the "Auction Procedures"). All Qualified Bidders shall have a principal with decision-making authority present at the Auction.

AUCTION PROCEDURES

A. **The Debtors Shall Conduct the Auction; General Provisions.** The Debtors, with the assistance of their advisors, shall direct and preside over any Auction. At the commencement of the Auction, the Debtors (1) may announce procedural and related rules governing the Auction, including time periods available to all Qualified Bidders to submit any Overbids (as defined below); and (2) shall describe the terms of the Starting Bid. Only incremental Bids that comply with the terms set forth in Section XII.B of the Bid Procedures shall be considered "Overbids." Overbids shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders in attendance at the Auction. The Debtors shall determine in their reasonable business judgement whether an incremental bid is an Overbid.

The Debtors shall maintain a written transcript of all Bids made and announced at the Auction, including the Starting Bid, all Overbids, and the Successful Bid and Back-Up Bid, as applicable (as defined below).

Only Qualified Bidders, the Debtors, the Consultation Parties and each of their respective legal and financial advisors, and any other parties specifically invited or permitted to attend by the Debtors, shall be entitled to attend the Auction, and the Qualified Bidders shall appear at the Auction in person and may speak or bid themselves or through duly authorized representatives. Except as otherwise permitted by the Debtors, only Qualified Bidders shall be entitled to bid at the Auction.

The Debtors have the right to request any additional information that will allow the Debtors to make a reasonable determination as to a Qualified Bidder's financial and other capabilities to consummate the Transaction contemplated by their proposal and any further information that the Debtors believe is reasonably necessary to clarify and evaluate any Bid made by a Qualified Bidder during the Auction.

The Debtors may announce at the Auction modified or additional procedures for conducting the Auction or otherwise modify the Bid Procedures; provided that the

Stalking Horse Bidder shall have had the reasonable opportunity to review any such updated procedures ahead of time.

B. **Terms of Overbids.** Each Overbid must comply with the following terms:

1. Minimum Overbid Increment. At the commencement of the initial solicitation of Overbids, the Debtors shall announce the minimum increment by which any Overbid must exceed the applicable Starting Bid. At the commencement of each subsequent round of solicitation of Overbids, the Debtors shall announce the minimum increment by which any Overbid must exceed the Prevailing Highest Bid (as defined below) at such time, which incremental amount shall be valued at at least $250,000.

2. Conclusion of Each Overbid Round. Upon the solicitation of each round of Overbids, the Debtors may announce a deadline by which time any Overbids must be submitted to the Debtors (an "Overbid Round Deadline"); provided that the Debtors, in their reasonable business judgment may extend any Overbid Round Deadline.

3. Overbid Alterations. An Overbid may contain alterations, modifications, additions, or deletions of any terms of the Bid no less favorable in the aggregate to the Debtors' estates than any prior Qualified Bid or Overbid, as determined in the Debtors' business judgment but shall otherwise comply with the terms of the Bid Procedures.

4. Announcing Highest Bid. Subsequent to each Overbid Round Deadline, the Debtors shall announce whether the Debtors have identified an Overbid as being higher or otherwise better than the Starting Bid and, in the initial Overbid round, or, in subsequent rounds, the Overbid previously designated by the Debtors as the prevailing highest or otherwise best Bid (the "Prevailing Highest Bid"). The Debtors shall describe to all applicable Qualified Bidders the material terms of any new Overbid designated by the Debtors as the Prevailing Highest Bid, as well as the value attributable by the Debtors to such Prevailing Highest Bid.

C. **Consideration of Overbids.** The Debtors reserve the right, in their business judgment, to adjourn the Auction one or more times, to, among other things (1) facilitate discussions between the Debtors and Qualified Bidders, (2) allow Qualified Bidders the opportunity to consider how they wish to proceed, and (3) provide Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their business judgment, may require, that the Qualified Bidder has sufficient internal resources or has received sufficient non-contingent financing commitments to consummate the proposed Transaction at the prevailing Overbid amount. Throughout the Auction, the Stalking Horse Bidder shall have the continuing right to credit bid the DIP Obligations and Prepetition Obligations then outstanding, or any part thereof, to the purchase price of Assets, including as part of an Overbid.

D. **No Round-Skipping.** To remain eligible to participate in the Auction, in each round of bidding, each Qualified Bidder must submit an Overbid with respect to such round of bidding, and to the extent a Qualified Bidder fails to submit an Overbid with respect to such round of bidding, such Qualified Bidder shall be disqualified from continuing to participate in the Auction; *provided* that the Debtors may waive such requirement in their business judgment.

E. **Closing the Auction**. The Auction shall continue until there is only one or more Qualified Bids that the Debtors determine, in their business judgment to be the highest or otherwise best Qualified Bid for the respective Sale Transaction. Such Qualified Bid shall be designated the "Successful Bid" for such Sale Transaction and the Qualified Bidder submitting such Qualified Bid shall be designated the "Successful Bidder" with respect to such Sale Transaction. At such time the Debtors will close the Auction and designate the next-highest or otherwise second-best Bid (a "Back-Up Bid" and the Qualified Bidder submitting such Qualified Bid the "Back-Up Bidder) in accordance with the Bid Procedures. Before determining that a bidder other than a Stalking Horse Bidder is the Successful Bidder, the Debtors shall notify the Stalking Horse Bidder, if any, of their intent to make such a determination, shall disclose to the Stalking Horse Bidder the applicable competing bid, and shall in good faith inform the Stalking Horse Bidder of the minimum changes required such that the Debtors would consider such modified Stalking Horse Bid, in the exercise of their good faith business judgment, the highest or otherwise best offer. If the Stalking Horse Bidder determines to modify its bid to become the highest or otherwise best bid in the judgment of the Debtors, any competing bidder will be given a similar opportunity to modify its bid, with this back and forth process continuing until there is a Successful Bidder. The Debtors' designation of a Qualified Bid as a Successful Bid (or Back-Up Bid, as applicable) shall be subject to and conditioned on the Court's approval of such Successful Bid (or Back-Up Bid, as applicable) and the Sale Transaction contemplated thereby. As soon as reasonably practicable after the designation of a Successful Bid (or Back-Up Bid, as applicable), the Debtors shall finalize definitive documentation to implement the terms of such Successful Bid (or Back-Up Bid, as applicable) and cause such definitive documentation to be filed with the Court.

F. **No Collusion; Good Faith Offer.** Each Qualified Bidder participating at the Auction will be required to confirm on the record at the Auction that (1) it has not engaged in any collusion with respect to the bidding process and (2) its Qualified Bid is a good faith offer and it intends to consummate the Sale Transaction contemplated by its Qualified Bid if such Qualified Bid is the Successful Bid (or Back-Up Bid, as applicable).

G. **Rejection of Bids.** The Debtors in their reasonable business judgment may reject, at any time before entry of an order of the Court approving a Successful Bid (or Back-Up Bid, as applicable), any Bid that the Debtors determine is (1) inadequate or insufficient, (2) not in conformity with the requirements of the Bankruptcy Code and/or the Bid Procedures, or (3) contrary to the best interests of the Debtors, their estates, their creditors, and other stakeholders.

Nothing in these Auction Procedures (if an Auction is held) will prevent the Debtors or their respective governing bodies from exercising their respective fiduciary duties under applicable law or as reasonably determined in good faith by the Debtors to terminate the Auction or any of the Transaction(s) considered therein.

Following the Auction, the Debtors shall file the Post-Auction Notice.

XIII. NO FEES FOR POTENTIAL BIDDERS OR QUALIFIED BIDDERS

Potential Bidders or Qualified Bidders, other than the Stalking Horse Bidder, shall not be allowed any bidding fee, break-up fee, termination fee, transaction fee, expense reimbursement, or any similar type of reimbursement as a precondition to, or in consideration of, presenting any bid or participating in the bidding process reflected herein. All Potential Bidders and Qualified Bidders, other than the Stalking Horse Bidder, presenting a Bid or Bids will bear its own costs and expenses (including legal fees) in connection with the proposed transaction, and by submitting its Bid is agreeing to refrain from and waive any assertion or request for reimbursement on any basis, including under section 503(b) of the Bankruptcy Code.

XIV. DESIGNATION OF BACK-UP BIDDER

If for any reason the Successful Bidder fails to consummate the Qualified Bid within the time permitted after the entry of the Sale Order approving the Sale Transaction to the Successful Bidder, then the Back-Up Bidder, as determined by the Debtors, at the conclusion of the Auction and announced at that time to all the Qualified Bidders participating therein, will automatically be deemed to have submitted the highest or otherwise best Bid, and the Debtors will be authorized, but not required, to consummate the Transaction pursuant to the Back-Up Bid as soon as is commercially reasonable without further order of the Court upon at least 24 hours' advance notice, which notice will be filed with the Court.

Upon designation of the Back-Up Bidder at the Auction, the Back-Up Bid must remain open and irrevocable until the closing of the Successful Bid.

XV. RIGHT TO CREDIT BID

Any Qualified Bidder that has a valid and perfected lien on any Assets of the Debtors' estates (a "Secured Party") shall be entitled to credit bid all or a portion of the face value of such Secured Party's claims against the Debtors toward the Purchase Price specified in such Secured Party's Bid; *provided* that a Secured Party shall be entitled to credit bid its claim(s) only with respect to Assets that are subject to a valid and perfected lien in favor of such Secured Party as to such claim(s) and only to the extent such credit bid is permitted under any relevant agreements and the Bankruptcy Code.

For the avoidance of doubt, the Stalking Horse Bidder shall have the right, at any time prior to the close of the Auction, to credit bid up to the full amount of the outstanding Prepetition Obligations in any sale of the Assets that constitute Prepetition Collateral as part of the Stalking Horse Bid, including, in the event of an Auction, as part of an Overbid.

XVI. FIDUCIARY OUT

Notwithstanding anything to the contrary in the Bid Procedures or any document filed with or entered by the Court, nothing in the Bid Procedures or the Bid Procedures Order shall require a Debtor or its board of directors, board of managers, or similar governing body to take any action or to refrain from taking any action with respect to any Sale Transaction or the Bid Procedures to the extent such Debtor or governing body determines in good faith, in consultation with counsel, that taking or failing to take such action, as applicable, would be inconsistent with applicable law or its fiduciary obligations under applicable law.

Further, notwithstanding anything to the contrary in the Bid Procedures or any document filed with or entered by the Court, until the closing of the Auction (if any), the Debtors and their respective directors, managers, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives shall have the right to: (a) consider and respond to unsolicited alternate proposals for sales or other Sale Transactions involving any or all of the Assets (each, an "Alternate Proposal"); (b) provide access to non-public information concerning the Debtors to any entity or enter into reasonable and customary confidentiality agreements or nondisclosure agreements with any entity; (c) maintain or continue discussions or negotiations with respect to Alternate Proposals; (d) otherwise cooperate with, assist, or participate in any inquiries, proposals, discussions, or negotiations of Alternate Proposals; and (e) enter into or continue discussions or negotiations with any person or entity regarding any Alternate Proposals. For the avoidance of doubt, nothing in this Section XVI shall prevent the Debtors or their affiliates from continuing the marketing process and/or otherwise seeking the highest and best price with respect to the Sale Transaction(s).

XVII. "AS IS, WHERE IS"

Consummation of any Sale Transaction will be on an "as is, where is" basis and without representations or warranties of any kind, nature, or description by the Debtors or their estates, except as specifically accepted or agreed to by the Debtors in the executed definitive documentation for the Transaction (the "Definitive Documents"). Consummation of any Sale Transaction will be without any representations or warranties whatsoever by the Debtors' representatives or advisors. Unless otherwise specifically accepted or agreed to by the Debtors in the Definitive Documents, all of the Debtors' right, title, and interest in and to the Assets or New Equity Interests disposed of in a Sale Transaction will be transferred to the Successful Bidder (or Back-Up Bidder, as applicable) free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests in accordance with sections 363(f) or 1123 of the Bankruptcy Code.

By submitting a Bid, each bidder will be deemed to acknowledge and represent that it (a) has had an opportunity to conduct adequate due diligence regarding the Debtors and the proposed Transaction prior to making its Bid, (b) has relied solely on its own independent review, investigation, and inspection of any document, including executory contracts and unexpired leases, in making its Bid, and (c) did not rely on or receive from any person or entity (including any of the Debtors or their advisors or other representatives) any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied by operation of law, or otherwise, with respect to the Sale Transaction or the completeness of any information provided in connection with the Sale Transaction or the Auction (if any).

XVIII. COMMISSIONS

The Debtors shall be under no obligation to pay any commissions, fees, or expenses to any bidder's agent, advisor, or broker. All commissions, fees, or expenses for any such agents, advisors, or brokers may be paid by bidders at such bidder's discretion. In no case shall any commissions, fees, or expenses for any bidder's agent, advisor, or broker be deducted from any proceeds derived from any Sale Transaction.

XIX. RESERVATION OF RIGHTS

The Debtors shall be entitled to modify the Bid Procedures, in their business judgment in any manner that will best promote the goals of the Bid Procedures, or impose, at or prior to the Auction (if any), additional customary terms and conditions on a Sale Transaction, including: (a) extending the deadlines set forth in the Bid Procedures; (b) adjourning the Auction; (c) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction (if any); (d) canceling the Auction; and (e) rejecting any or all Bids or Qualified Bids. The Debtors reserve the right to terminate the Sale Transaction process contemplated hereunder at any point prior to the selection of a Successful Bidder; provided, that nothing in this Section XIX shall prejudice the rights of the DIP Lenders under the DIP Orders. Nothing in the Bid Procedures shall be construed to limit the rights of the DIP Lenders under the DIP Orders or DIP Loan Documents (as defined in the DIP Orders).

XX. CONSENT TO JURISDICTION

All Qualified Bidders at the Auction shall be deemed to have consented to the jurisdiction of the Court and waived any right to a jury trial in connection with any disputes relating to the Auction or the construction and enforcement of the Bid Procedures.

XXI. SALE HEARING

The Court shall hold a hearing to consider approval of the Successful Bid (and Back-Up Bid, as applicable) and the Sale Transaction contemplated thereby which hearing may, for the avoidance of doubt, be the Combined Hearing (a "Sale Hearing"). The Sale Hearing with respect to any Successful Bid shall be held on the date set forth in Section II herein. **The Sale Hearing may be continued to a later date by the Debtors' sending of written notice (with email notice being sufficient) to all Qualified Bidders and Consultation Parties prior to, or making an announcement at, the Sale Hearing. No further notice of any such continuance will be required to be provided to any bidder or other party.**

XXII. RETURN OF GOOD FAITH DEPOSIT

Any Good Faith Deposits provided by Qualified Bidders shall be held in one or more escrow accounts on terms acceptable to the Debtors. Any such Good Faith Deposits will be returned to the applicable Qualified Bidders that are not the Successful Bidder (or Back-Up Bidders, as applicable) on the date that is three (3) business days after the Auction (if any).

Any Good Faith Deposit provided by a Successful Bidder (or Back-Up Bidder, as applicable) shall be applied to the Purchase Price of the Sale Transaction at closing.

If a Successful Bidder (or Back-Up Bidder, as applicable) fails to consummate the Sale Transaction contemplated by its Successful Bid (or Back-Up Bid, as applicable) because of a breach by such Successful Bidder (or Back-Up Bidder, as applicable), the Debtors will not have any obligation to return any Good Faith Deposit provided by such Successful Bidder (or Back-Up Bidder, as applicable), which may be retained by the Debtors as liquidated damages, in addition to any and all rights, remedies, or causes of action that may be available to the Debtors and their estates.

[*Remainder of the page intentionally left blank.*]

Exhibit 2

Form of Stalking Horse Agreement

[Draft 3-23-25]

[DRAFT FOR DISCUSSION PURPOSES ONLY. CIRCULATION OF THIS DRAFT SHALL NOT GIVE RISE TO ANY DUTY TO NEGOTIATE OR CREATE ANY ENFORCEABLE OFFER OR AGREEMENT OF ANY TYPE OR IMPLY ANY OTHER LEGAL OBLIGATION. NO LEGAL OBLIGATION OF ANY KIND WILL ARISE UNLESS AND UNTIL A DEFINITIVE WRITTEN AGREEMENT IS SIGNED AND DELIVERED BY ALL PARTIES.]

ASSET PURCHASE AGREEMENT

by and between

One Madison Group – Pluto, LLC, as Purchaser,

and

Plenty Unlimited Inc., as Seller

Dated as of March [__], 2025

#100046331v15

[Draft 3-23-25]

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**"), dated as of March [__], 2025, is entered into by and between One Madison Group – Pluto, LLC, a Delaware limited liability company (together with one or more of its Affiliates to whom rights hereunder have been validly assigned, "**Purchaser**"), and Plenty Unlimited Inc., a Delaware corporation (the "**Seller**").

RECITALS

WHEREAS, Seller owns, directly or indirectly, 100% of the interests of each of the entities listed on Schedule 1 (the "**Subsidiaries**" and each individually, a **"Subsidiary**");

WHEREAS, on March 23, 2025 (the "**Petition Date**") Seller and certain of its Affiliates (collectively, the "**Debtors**"), filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Court**"), thereby commencing chapter 11 cases (the "**Bankruptcy Cases**") and are operating as debtors-in-possession under the Bankruptcy Code and manage their properties and assets pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, the Seller, through itself and the Subsidiaries (collectively, the "**Seller Group**"), is engaged in the Business and owns, directly or indirectly, all of the Transferred Assets;

WHEREAS, the Seller desires to sell (or cause to be sold) to Purchaser, and Purchaser desires to purchase from the Seller or its applicable Subsidiaries, all of the Transferred Assets Free and Clear, and the Seller desires Purchaser to assume, and Purchaser desires to assume from the Seller or its applicable Subsidiaries, all of the Assumed Liabilities, in each case upon the terms and subject to the conditions hereof, and (as applicable) pursuant to a Sale Order and Sections 105(a), 363 and 365 of the Bankruptcy Code and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure;

WHEREAS, the Seller will seek entry by the Bankruptcy Court of the Bid Procedures Order approving the Bid Procedures;

WHEREAS, Purchaser and Seller are contemplating, among other things, that following the execution of this Agreement, Purchaser will act as "stalking horse bidder" pursuant to the Bid Procedures for the Transferred Assets. Accordingly, in the absence of the Seller's acceptance of a superior bid made in accordance with the Bid Procedures, Purchaser will purchase Seller Group's right, title and interest in and to the Transferred Assets Free and Clear, and assume the Assumed Liabilities on the terms and subject to the conditions set forth in this Agreement in accordance with the Bid Procedures and subject to entry of the Sale Order by the Bankruptcy Court;

WHEREAS, the Parties desire to consummate the Transactions as promptly as practicable following the satisfaction of the conditions precedent set out herein, including the entry of the Sale Order by the Bankruptcy Court; and

WHEREAS, the Transactions contemplated by this Agreement are subject to approval by the Bankruptcy Court and will only be consummated pursuant to, among other things, the Sale Order to be entered in the Bankruptcy Cases.

NOW, **THEREFORE**, in consideration of the premises and the mutual representations, warranties, covenants, agreements and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINED TERMS

1.1 **Defined Terms**. Subject to Section 1.2, the following terms shall have the following meanings in this Agreement:

"**Accounts Receivable**" means any and all accounts receivable, notes receivable and other amounts receivable owed to the Seller Group (whether current or non-current), trade accounts, book debts and other related debts or rights of payment due or accruing, contractual rights to payment, vendor and supplier rebates of the Seller Group, together with all security or collateral therefor and any interest or unpaid financing charges accrued thereon, including all actions pertaining to the collection of amounts payable, or that may become payable, to the Seller Group, in each case with respect to products sold to, or services performed for, third parties on or prior to the Closing Date, in each case, to the extent related to the Business.

"**Accounts Payable**" means all trade accounts payable and other obligations of payment to any Person by Seller arising prior to the Closing Date to the extent attributable to a Transferred Asset or otherwise related to the Business, in each case, as determined in accordance with GAAP.

"**Action**" means any action, proceeding, arbitration or litigation (whether civil, criminal or administrative) commenced, brought, conducted or heard by or before any Governmental Authority or arbitrator.

"**Affiliate**" of any particular Person means any other Person, directly or indirectly, controlling, controlled by, or under common control with, such particular Person. For the purposes of this definition, "control" (including, with correlative meaning, the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"**Agreement**" has the meaning set forth in the Preamble.

"**Allocation Notice of Objection**" has the meaning set forth in Section 2.11(a).

"**Alternate Transaction**" has the meaning set forth in Section 9.1(c).

"**Assigned Contracts**" has the meaning set forth in Section 2.1(d).

"**Assumed Liabilities**" has the meaning set forth in Section 2.3.

"**Assumption Notice**" has the meaning set forth in Section 5.3(a).

"**Attorney-Client Information**" has the meaning set forth in Section 10.17.

"**Auction**" has the meaning set forth in Section 5.2(b).

"**Back-Up Bid**" means the second highest or otherwise best bid if the successful bidder fails to consummate its bid in in accordance with the Bid Procedures.

"**Back-up Termination Date**" means the first to occur of (a) the date that is three months following conclusion of the Auction, (b) consummation of the Transactions with the winning bidder at the Auction, and (c) Purchaser's receipt of notice from the Seller of the release by the Seller of Purchaser's obligations under Section 5.2(b).

"**Bankruptcy Cases**" has the meaning set forth in the Recitals.

"**Bankruptcy Code**" has the meaning set forth in the Recitals.

"**Bankruptcy Court**" has the meaning set forth in the Recitals.

"**Bid Procedures**" means those certain bidding procedures for the sale of the Seller Group's assets set forth as Exhibit 1 to the Bid Procedures Order.

"**Bid Procedures Order**" means an Order of the Bankruptcy Court approving the Bid Procedures, the Bid Protections, and the procedures for determining the Cure Costs.

"**Bill of Sale and Assignment and Assumption Agreement**" means the bill of sale and assignment and assumption agreement, dated as of the Closing Date, by and between the Seller or any of its Affiliates and Purchaser, in the form reasonably acceptable to the Seller and Purchaser.

"**Books and Records**" means any original or copy of books and records, documents, data and information (in whatever formed maintained) of the Seller Group, except for Excluded Books and Records.

"**Business**" means the business carried on by the Seller Group of (i) designing, building and commissioning farms and other related grow technology, (ii) researching, developing, manufacturing, cultivating, growing, packaging, warehousing, sourcing, marketing, selling, transporting and distributing the Products and any ancillary products with respect to the Seller Group's facilities located in Richmond, Virginia and Laramie, Wyoming and (iii) providing any services ancillary to the foregoing.

"**Business Day**" means any day excluding Saturday, Sunday or federal holiday or any day which is a legal holiday under the laws of the State of New York or the State of New York or is a day on which banking institutions located in such state are authorized or required by law or other governmental action to close.

"**Business Employees**" means the employees set forth on Schedule 1.1(a) as updated from time to time in accordance with Section 6.1(b)(vi), which schedule shall consist of all employees dedicated to the Business.

"**Closing**" has the meaning set forth in Section 2.7.

"**Closing Date**" has the meaning set forth in Section 2.7.

"**Competing Bid**" has the meaning set forth in Section 5.1.

"**Consent**" means any consent, approval, authorization, waiver or license.

"**Contract**" means any written agreement, contract, lease, sublease, indenture, mortgage, instrument, guaranty, loan or credit agreement, note, bond, customer order, purchase order, sales order, sales agent agreement, supply agreement, development agreement, joint venture agreement, promotion agreement, license agreement, contribution agreement, partnership agreement or other arrangement, understanding, permission or commitment that, in each case, is legally-binding.

"**Contracting Parties**" has the meaning set forth in Section 10.15

"**Cure Costs**" means any and all costs, expenses or actions that Purchaser is required to pay or perform to assume any of the Assigned Contracts pursuant to Section 365(b)(1)(A) and (B) of the Bankruptcy Code, as agreed to by Purchaser and each party to a Assigned Contract or, absent such agreement, as determined by Final Order of the Bankruptcy Court in the time and manner specified by the Bid Procedures Order.

"**Customer Data**" means all data and information (including Personal Information) that are in the possession or under the control of the Seller Group to the extent relating to the customers of the Business and such data or information are related to the Business, including customer lists and customer information, anonymized or deidentified data, and any data or data sets derived from any such customer data and information.

"**Deed**" has the meaning set forth in Section 2.8(d)(iv).

"**Designated Persons**" has the meaning set forth in Section 2.2(c).

"**Designation Deadline**" has the meaning set forth in Section 5.3(b).

"**Determined Cure Costs**" means, in the aggregate, all Cure Costs payable in respect of the Assigned Contracts as determined pursuant to the Sale Order.

"**DIP Loan Agreement**" means that certain Superpriority Senior Secured Debtor-in-Possession Loan Agreement, by and among Seller, the other Debtor (as defined therein) guarantors party thereto, and the administrative agent and collateral agent thereunder, which sets forth the terms of the debtor-in-possession financing facility for the Debtors.

"**DIP Order**" means an order by the Bankruptcy Court entered on the docket of the chapter 11 cases, approving the Debtors' debtor-in-possession financing facility pursuant to the DIP Loan Agreement.

"**DIP Repayment Amount**" means an amount in cash sufficient to pay and used to pay in full all obligations owing under, and as defined in, the DIP Loan Agreement.

"**Enforceability Exceptions**" means applicable bankruptcy, insolvency, reorganization, moratorium, receivership and similar Laws affecting the enforcement of creditors' rights generally and general equitable principles.

"**Environmental Laws**" means any applicable Law relating to pollution or protection of the environment or worker health and safety (in respect of exposure to Hazardous Substances), including such Laws relating to the use, treatment, storage, disposal, Release or transportation of Hazardous Substances.

"**ERISA**" has the meaning set forth in Section 3.12(a).

"**ERISA Affiliate**" means, with respect to any Person, any trade or business, whether or not incorporated, that together with such Person, would be treated as a single employer within the meaning of Section 414(b), (c), (m) or (o) of the IRC.

"**Excluded Assets**" has the meaning set forth in Section 2.2.

"**Excluded Books and Records**" means the following originals and copies of those books and records, documents, data and information (in whatever form maintained) of the Seller Group and the Business: (a) all corporate minute books (and other similar corporate records) and stock records of the Seller Group (copies of which, to the extent related to the Business and to the extent permitted by Law, will be made available to Purchaser prior to or at the Closing upon Purchaser's reasonable request), (b) any books and records to the extent related to the Excluded Assets (copies of which, to the extent related to the Business and to the extent permitted by Law, will be made available to Purchaser prior to or at the Closing upon Purchaser's reasonable request), (c) any books, records or other materials that any member of the Seller Group is required by Law to retain (copies of which, to the extent permitted by Law, will be made available to Purchaser prior to or at the Closing upon Purchaser's reasonable request) or (d) Tax Returns of any member of the Seller Group that relate to income Taxes and that do not relate to any Tax imposed or that may be imposed following the Closing Date on the Transferred Assets.

"**Excluded Contracts**" has the meaning set forth in Section 2.5.

"**Excluded Liabilities**" has the meaning set forth in Section 2.4.

"**Final Allocation Statement**" has the meaning set forth in Section 2.11(a).

"**Final Order**" means an Order, judgment or other decree of the Bankruptcy Court or any other Governmental Authority that has not been reversed, vacated, modified or amended, is not stayed and remains in full force and effect; provided, that such Order shall be considered a Final Order only after the time period for third parties seeking appeal has expired or has been waived pursuant to the terms of the Sale Order without the filing of any appeal or motion for reconsideration.

"**Financial Statements**" means the unaudited consolidated balance sheet and related consolidated statements of income or operations, shareholders' (or members') equity and cash flows of the Seller Group as of and for the fiscal quarter ended December 31, 2024.

"**Free and Clear**" means free and clear of all Liens and Liabilities (other than the Permitted Liens and the Assumed Liabilities) to the maximum extent permitted by applicable Law, including Sections 363(f) and/or 1123 of the Bankruptcy Code.

"**GAAP**" means generally accepted accounting principles in the United States as of the date hereof.

"**Governmental Authority**" means any domestic or foreign national, provincial, state, multi-state or municipal or other local government, any subdivision, agency, commission or authority thereof, any court (including the Bankruptcy Court) or tribunal or any quasi-governmental or private body exercising any regulatory or taxing authority thereunder (including the IRS), in each case with competent jurisdiction.

"**Intellectual Property**" means any and all intellectual property rights arising from the following anywhere in the world, whether registered or unregistered, including such rights in and to any of the following: (a) patents and patent applications together with all reissues, reexaminations, substitutions, divisions, divisionals, renewals, provisionals, continuations and continuations-in-part; (b) trademarks, service marks, trade dress, service names, trade names, brand names, logos, business names, corporate names and other source or business identifiers, all registrations and applications for registration thereof, and, in each case, together with all of the goodwill associated therewith (collectively, "**Trademarks**"); (c) copyrights and all registrations and applications for registration thereof and other rights in works of authorship; (d) trade secrets, proprietary or confidential information and know-how; (e) internet domain names or social media identifiers; (f) software and computer programs, including all software implementations of algorithms, models and methodologies, whether in source code (human readable format) or object code (machine readable format) or other format and including executables, libraries and other components thereof and all documentation related to the foregoing (collectively, "**Software**"); (g) rights to apply for, obtain, prosecute, register, maintain and defend any of the foregoing; (h) royalties, fees, income, payments, and other proceeds now or hereafter due or payable in connection with the foregoing; and (i) claims and causes of action with respect to the foregoing, including all past, present and future rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for infringement, misappropriation, or other violation thereof.

"**IP Assignment Agreement**" means the IP assignment agreement, dated as of the Closing Date, duly executed by the applicable members of the Seller Group, substantially in the form reasonably acceptable to the Seller and Purchaser.

"**IRC**" means the Internal Revenue Code of 1986, as amended.

"**IRS**" means the United States Internal Revenue Service.

"**Knowledge**" means (a) with regard to the Seller, the knowledge, after reasonable investigation, of Daniel Malech, Kei Nishimura and [●], in each case as of the date of this Agreement and (b) with regard to Purchaser, the knowledge, after reasonable investigation, of [●], in each case as of the date of this Agreement.

"**Law**" means any federal, state, provincial, local, municipal, foreign or other law, statute, legislation, constitution, principle of common law, resolution, ordinance (including with respect to zoning or other land use matters), code, treaty, convention, rule, regulation, requirement, edict, directive, pronouncement, determination, proclamation or Decree of any Governmental Authority, including any securities law.

"**Law Firm**" means Sidley Austin LLP and its successors.

"**Leased Real Property**" has the meaning set forth in Section 3.7(a).

"**Liabilities**" shall mean debts, liabilities, duties, obligations or commitments of any nature whatsoever, whether direct or indirect, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise, whenever or however arising (including whether arising out of any Contract or in a tort claim based on negligence or strict liability).

"**Lien**" means all forms of lien (including mechanic's, contractor's or other similar liens arising under or relating to the provision of goods or services on or to any Transferred Assets, and liens issued pursuant to Section 361, 363 or 364 of the Bankruptcy Code), encumbrance, defect or irregularity in title, pledge, mortgage, deed of trust, deed to secure debt, security interest, charge, transfer restriction or similar agreement or encumbrance, including any dedication under any gathering, transportation, treating, processing, fractionating, purchase, sale or similar agreements, or any other rights granted or consensual as or against any Transferred Assets including easements, encroachments, rights of first refusal, options, or any other interest or right in property that constitutes a lien or interest within the definition or adjudication of such terms under the Bankruptcy Code..

"**Losses**" means, with respect to any Person, any actual losses, Liabilities, claims, demands, judgments, damages, fines, suits, actions, out-of-pocket costs and expenses (including reasonable attorneys' fees) against or affecting such Person; provided, however, that the Parties agree that "Losses" shall not include (a) any consequential, incidental, indirect, special, punitive, exemplary or treble damages, (b) calculations of damages or loss using loss of future revenue, income or profits or diminution of value, (c) damages based on a multiple of value or (d) loss of business reputation or opportunity.

"**Material Adverse Effect**" means a material adverse effect on the business, financial condition or results of operations of the Business (including the Transferred Assets and Assumed Liabilities) taken as a whole; provided, however, none of the following shall be deemed (either alone or in combination) to constitute, and none of the following shall be taken into account in determining whether there has been or may be, a Material Adverse Effect: (a) any change in, or effects to the extent arising from general business or economic conditions affecting any industry in which the Business operates; (b) any change in, or effects to the extent arising from the United

States economies, or securities, banking or financial markets in general, or other general business, banking, financial or economic conditions (including (i) any disruption in any of the foregoing markets, (ii) debt defaults or other restructuring events of any country with respect to which bondholders take a discount to the debt of any country or any increases in the interest rates for any country's debt, (iii) any change in currency exchange rates, (iv) any decline or rise in the price of any security, commodity, contract or index and (v) any increased cost, or decreased availability, of capital or pricing or terms related to any financing for the Transactions); (c) any change from, or effects to the extent arising from, the occurrence, escalation or material worsening of any act of God or other calamity, natural disaster, hostility, act of war, sabotage, cyber-attack (unless such cyber-attack is directly targeted at the Seller Group) or terrorism or military action, unless such event disproportionately affects the Business as compared to other participants in the Seller Group's industry; (d) any action taken by Purchaser or its Affiliates with respect to the Transactions or with respect to the Business in breach of this Agreement; (e) any action taken or failed to be taken (unless such action is taken in accordance with Section 6.1 of this Agreement) by the Seller Group at the request of or with the consent of Purchaser or otherwise in compliance with the terms of this Agreement; (f) any change in, or effects to the extent arising from changes in, Laws or accounting rules (including GAAP); (g) the failure of the Business to meet any of its projections, forecasts, estimates, plans, predictions, performance metrics or operating statistics or the inputs into such items (whether or not shared with Purchaser or its Affiliates or representatives); (h) national or international political, labor or social conditions; (i) any matter described in the Schedules; (j) the public announcement of, entry into or pendency of, actions required or contemplated by or performance of obligations under, this Agreement and the Transactions or the identity of the parties to this Agreement, including any termination of, reduction in or similar adverse impact on relationships, contractual or otherwise, with any customers, suppliers, financing sources, licensors, licensees, distributors, partners, employees or others having relationships with the Business; (k) the sale of any assets other than the Transferred Assets to any third parties by the Seller or any of its Affiliates; (l) any effect arising or resulting from or related to the filing of the Bankruptcy Cases; (m) seasonal changes in the results of operations of the Seller Group; or (o) any epidemic, pandemic, outbreak of disease or other public health emergency (including COVID-19) or any escalation or worsening of any such conditions.

"**Material Contract**" means a Contract or other agreement that is material in relation to the business, operations, affairs, financial condition, assets or properties of the Seller Group.

"**Non-Transferred Asset**" has the meaning set forth in Section 2.6(a).

"**Nonparty Affiliates**" has the meaning set forth in Section 10.15.

"**Order**" means any award, decision, injunction, judgment, ruling or verdict entered, issued, made or rendered by any Governmental Authority or arbitrator.

"**Organizational Documents**" means (a) the articles or certificates of incorporation and the by-laws of a corporation, (b) the partnership agreement and any statement of partnership of a general partnership, (c) the limited partnership agreement and the certificate of limited partnership of a limited partnership, (d) the operating or limited liability company agreement and the certificate of formation of a limited liability company, (e) any charter, joint venture agreement or similar document adopted or filed in connection with the creation, formation or organization of a Person not described in clauses (a) through (d), and (f) any amendment to or equivalent of any of the foregoing.

"**Outside Date**" has the meaning set forth in Section 9.1(h).

"**Owned Intellectual Property**" means the Intellectual Property owned or purported to be owned by any of member of the Seller Group.

"**Permit**" means any and all franchise, approval, permit (including environmental, construction and operation permits), license, order, registration, certificate, variance, Consent, exemption, clearance, exemption, classification, tariff, rate schedule or other authorization issued, granted, given or otherwise obtained or required to be obtained, from or by any Governmental Entity, under the authority thereof or pursuant to any applicable Law.

"**Permitted Liens**" means, solely to the extent expressly permitted by the Sale Order to remain attached to the Transferred Assets following the Closing, (a) Liens for Taxes, assessments or other governmental charges not yet due and payable or the amount or validity of which is being diligently contested in good faith by the appropriate proceedings (and for which adequate accruals or reserves have been established on the Financial Statements in accordance with GAAP); (b) mechanics', carriers', workers', repairers' and other similar Liens arising or incurred in the ordinary course of business for obligations that are not settled, overdue or are being contested in good faith by appropriate proceedings; (c) zoning, entitlement and building regulations and land use restrictions; (d) covenants, conditions, restrictions, easements and other similar matters affecting title to Owned Real Property; (e) purchase money Liens and Liens securing rental payments under capital lease arrangements; (f) Liens arising under leases of property or equipment in favor of the owner thereof; (g) deposits to secure the performance of bids, Contracts (other than for borrowed money), leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business; (h) Liens arising under or created by this Agreement or any of the Related Documents; and (i) Liens set forth on Schedule 1.1(b).

"**Person**" means any individual, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, estate, trust, association, organization, labor union or any other entity or Governmental Authority.

"**Personal Information**" means any information in the possession or control of the Seller Group about an identifiable individual and any and all other information that constitutes "personal information," "personal data," or any similar term provided by applicable Law (other than name, title or business address, business email address or business telephone number of any employee of the Seller Group).

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

"**Pre-Closing Liens**" means Liens set forth on Schedule 1.1(c).

"**Pre-Closing Privileges**" has the meaning set forth in Section 2.2(c).

"**Pre-Closing Tax Period**" means any Tax period ending on or before the Closing Date and that portion of any Straddle Period ending on and including the Closing Date.

"**Products**" means the products (A) that are currently, (B) may be (including but not limited to products under development), or (C) that were historically cultivated, developed, manufactured, grown, sourced, marketed, sold, offered for sale, imported, exported, supplied, promoted, licensed or commercialized by any member of the Seller Group, including all products sold by Seller or otherwise distributed by Seller under the Seller Group's brands or otherwise.

"**Property Taxes**" means any *ad valorem* (such as real and personal property) Taxes and any similar Taxes imposed or measured based on the ownership of the Transferred Assets, but, for the avoidance of doubt, other than (a) Taxes based on net or gross income and (b) Transfer Taxes.

"**Proposed Allocation Statement**" has the meaning set forth in Section 2.11(a).

"**Purchaser**" has the meaning set forth in the preamble.

"**Purchaser Group Members**" has the meaning set forth in Section 10.17.

"**Purchaser Plans**" has the meaning set forth in Section 6.9(d).

"**Purchaser Related Party**" has the meaning set forth in Section 9.2(b).

"**Purchaser Releasing Party**" has the meaning set forth in Section 10.16(b).

"**Purchaser Schedules**" has the meaning set forth in Article 4.

"**Purchaser Welfare Plans**" has the meaning set forth in Section 6.9(d).

"**Related Claims**" means all claims or causes of action (whether in contract or tort, in law or in equity, or granted by statute or otherwise) that may be based upon, arise out of or relate to this Agreement, the Related Documents and any other document or instrument delivered pursuant to this Agreement or the Related Documents, or the negotiation, execution, termination, validity, interpretation, construction, enforcement, performance or nonperformance of this Agreement or the Related Documents or otherwise arising from the Transactions or the relationship between the parties (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with, or as an inducement to enter into, this Agreement or the Related Documents).

"**Related Documents**" means the Bill of Sale and Assignment and Assumption Agreement, the IP Assignment Agreement, and any other document, agreement, certificate or instrument entered into in connection with this Agreement; provided, however, that the Bill of Sale and Assignment and Assumption Agreement and the IP Assignment Agreement shall not be a Related Document solely for purposes of applying the provisions in Article 10 to the extent, and only to the extent, that any such document expressly conflicts with Article 10.

"**Sale Motion**" means the motion of the Seller seeking entry of the Sale Order.

"**Sale Order**" means, if Purchaser is the Successful Bidder, an Order of the Bankruptcy Court, in form and substance acceptable to the Debtors and Purchaser, approving this Agreement and all of the terms and conditions hereof and approving and authorizing the Seller to consummate the Transactions contemplated hereby Free and Clear and containing a finding that Purchaser has acted in "good faith" within the meaning of Section 363(m) of the Bankruptcy Code.

"**Seller**" has the meaning set forth in the Preamble.

"**Seller Group**" has the meaning set forth in the Recitals.

"**Seller Group Members**" has the meaning set forth in Section 10.17.

"**Seller IT Assets**" means any and all computers, servers, workstations, routers, hubs, switches, circuits, networks, Software, workstations, digital infrastructure or other information technology equipment or systems owned or purported to be owned by any member of the Seller Group.

"**Seller Permits**" has the meaning set forth in Section 3.5(b).

"**Seller Plan**" has the meaning set forth in Section 3.12(a).

"**Seller Releasing Party**" has the meaning set forth in Section 10.16(a).

"**Seller Schedules**" has the meaning set forth in Article 3.

"**Solvent**" when used with respect to any Person, means that, as of any date of determination, (a) the fair salable value (determined on a going concern basis) of its assets and property will, as of such date, exceed the amounts required to pay its debts as they become absolute and mature, as of such date, (b) such Person will have adequate capital to carry on its business and (c) such Person will be able to pay its debts as they become absolute and mature, in the ordinary course of business, taking into account the timing of and amounts of cash to be received by it and the timing of and amounts of cash to be payable on or in respect of its indebtedness.

"**Straddle Period**" means any Tax period beginning on or before and ending after the Closing Date.

"**Subsidiary**" has the meaning set forth in the Recitals.

"**Successful Bidder**" has the meaning set forth in the Bid Procedures Order.

"**Tax**" means any and all U.S. federal, state, local and non-U.S. tax (including any income tax, franchise tax, branch profits tax, capital gains tax, value-added tax, sales tax, use tax, property tax, transfer tax, payroll tax, social security tax, withholding tax, alternative or add-on minimum tax or estimated tax), assessments, levies, duties, tariffs, imposts and other similar charges and fees and any related fine, penalty, interest, or additional amounts with respect thereto, imposed, assessed or collected by or under the authority of any Governmental Authority.

"**Tax Consideration**" has the meaning set forth in Section 2.11(a).

"**Tax Return**" means any return (including any information return), report, statement, schedule, notice, form, claim for refund, estimated Tax filing, or other document or information (whether in tangible, electronic or other form), including any amendments, schedules, attachments, supplements, appendices and exhibits thereto, filed with or submitted to, or required to be filed with or submitted to, any Governmental Authority in connection with the determination, assessment, collection, or payment, of any Tax.

"**Transactions**" means the transactions contemplated by this Agreement and the Related Documents.

"**Transfer Taxes**" has the meaning set forth in Section 2.10.

"**Transferred Assets**" has the meaning set forth in Section 2.1.

"**Transferred Employees**" has the meaning set forth in Section 6.9(a).

"**Treasury Regulations**" means the U.S. federal income tax regulations promulgated under the IRC.

1.2 Other Definitional and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement and the Related Documents, the following rules of interpretation shall apply:

(i) Calculation of Time Period. All references to a day or days shall be deemed to refer to a calendar day or days, as applicable, unless otherwise specifically provided. 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.

(ii) Dollars. Any reference to $ shall mean U.S. dollars, which is the currency used for all purposes in this Agreement and the Related Documents. The specification of any dollar amount in the representations and warranties or otherwise in this Agreement, the Related Documents or the Schedules is not intended and shall not be deemed to be an admission or acknowledgement of the materiality of such amounts or items, nor shall the same be used in any dispute or controversy between the parties hereto to determine whether any obligation, item or matter (whether or not described herein or included in any schedule) is or is not material for purposes of this Agreement, the Related Documents or the Schedules.

(iii) Schedules. The Schedules to this Agreement are an integral part of this Agreement. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any matter or item disclosed on one Schedule shall be deemed to have been disclosed on each other Schedule to the extent the relevance of such matter or item to such other Schedule is readily apparent from the face of such disclosure. Disclosure of any item on any Schedule shall not constitute an admission or indication that any such item is required to be disclosed, or that such item or matter is material or has resulted in or will result in a Material Adverse Effect or that the included items or actions are not in the ordinary course of business. No disclosure on a Schedule relating to a possible breach or violation of any Contract, Law or Order shall be construed as an admission or indication that a breach or violation exists or has actually occurred. Any capitalized terms used in any Schedule but not otherwise defined therein shall be defined as set forth in this Agreement.

(iv) Gender and Number. Any reference to gender shall include all genders, and words imparting the singular number only shall include the plural and vice versa.

(v) Headings. The provision of a table of contents, the division of this Agreement or Related Documents into articles, sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement or Related Document, as applicable. Unless otherwise specified, all references in this Agreement to any "Section" or other subdivision are to the corresponding section or subdivision of this Agreement, and all references in a Related Document to any "Section" or other subdivision are to the corresponding section or subdivision of such Related Document.

(vi) Herein. The words such as "herein," "hereinafter," "hereof" and "hereunder" that are used in this Agreement refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. Uses of such words in the Related Documents shall refer to such Related Document as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(vii) Or. The word "or" shall be construed in the inclusive sense of "and/or" unless otherwise specified or indicated by for example the use of "either".

(viii) Including. The word "including" or any variation thereof means (unless the context of its usage otherwise requires) "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(ix) Successors. A reference to any party to this Agreement, any Related Document or any other agreement or document shall include such party's successors and permitted assigns.

(x) Legislation. A reference to any legislation or to any provision of any legislation shall include any amendment thereto, and any modification or re-enactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

(xi) Reflected On or Set Forth In. An item arising with respect to a specific representation or warranty shall be deemed to be "reflected on" or "set forth in" a balance sheet or financial statement, to the extent any such phrase appears in such representation or warranty, if (a) there is a reserve, accrual or other similar item underlying a number on such balance sheet or financial statement that relates to the subject matter of such representation, (b) such item is otherwise specifically set forth on the balance sheet or financial statement or (c) such item is set forth in the notes to the balance sheet or financial statement.

(xii) Made Available. Any reference in this Agreement to "made available" means a document or other item of information that was provided or made available to Purchaser or its representatives in any "data rooms," "virtual data rooms," management presentations or in any other form in expectation of, or in connection with, the Transactions at least 24 hours prior to the execution of this Agreement.

(xiii) *Ejusdem Generis*. The rule known as the *ejusdem generis* rule shall not apply, and accordingly, general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.

(b) All representations and warranties set forth in this Agreement or the Related Documents are contractual in nature only and subject to the sole and exclusive remedies set forth herein. No Person is asserting the truth of any representation and warranty set forth in this Agreement or the Related Documents; rather, the Parties have agreed that should any representations and warranties of any party prove untrue, the other Parties shall have the specific rights and remedies herein specified as the exclusive remedy therefor, but that no other rights, remedies or causes of action (whether in law or in equity or whether in contract or in tort or otherwise) are permitted to any party hereto as a result of the untruth of any such representation and warranty. The phrase "to Seller's Knowledge" and phrases of similar import or effect are used herein to qualify and limit the scope of any representation or warranty in which they appear and are not affirmations of any Person's "superior knowledge" that the representation or warranty in which they are used is true.

(c) The Parties have participated jointly in the negotiation and drafting of this Agreement and the Related Documents and, in the event an ambiguity or question of intent or interpretation arises, this Agreement and the Related Documents shall be construed as jointly drafted by the parties hereto 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 and the Related Documents. The parties hereto agree that changes from earlier drafts to the final version of this Agreement do not necessarily imply that the party agreeing to such change is agreeing to a change in meaning (as the party agreeing to such change may believe the change is stylistic and non-substantive); consequently, no presumption should exist by virtue of a change from a prior draft.

ARTICLE 2
THE PURCHASE AND SALE; CLOSING

2.1 Purchase and Sale. Upon the terms and subject to the conditions set forth in this Agreement, including for the avoidance of doubt Section 2.2, and the Sale Order, at the Closing, in exchange for an aggregate payment from Purchaser to the Seller and the other members of the Seller Group selling Transferred Assets pursuant to this Agreement equal to the Purchase Price, Purchaser shall purchase, assume and accept from the Seller and the other members of the Seller Group, and Seller shall, and shall cause the other members of the Seller Group to sell, transfer, assign, convey and deliver (or shall cause the sale, transfer, assignment, conveyance and delivery) to Purchaser, Free and Clear, as applicable, all of the rights, title and interests in, to and under the assets and interests of the Seller Group that are used or held for use in connection with the Business (collectively, the "**Transferred Assets**"), including the Seller Group's right, title and interest in, to and under the following:

(a) all Customer Data;

(b) all supplies and other inventories purchased for use in the Business or produced in the Business, including all crops, finished goods, raw materials, work in progress, packaging, supplies and parts whether held at any location or facility of the Seller or any of its Affiliates or in transit to Seller or any of its Affiliates;

(c) to the extent transferable, the Permits held by Seller or its Affiliates (including any applications that are in process) used in the Business;

(d) subject to the provisions of Section 2.5 and Section 5.3, all Designated Contracts that Purchaser elects to assume pursuant to Section 5.3(b) (each, an "**Assigned Contract**," and collectively, the "**Assigned Contracts**");

(e) all sales and marketing materials used in the Business;

(f) all books and records, documents, files, data and information of the Seller Group (in whatever form maintained), including documents, data and information relating to products, services, marketing, advertising, promotional materials, and all files, customer files and documents (including credit information), supplier lists, records, literature, emails and correspondence, any information relating to any Tax imposed on the Transferred Assets and copies of Tax records (other than income Tax records of the Seller), in each case, that are related to the Business or the Transferred Assets, other than the Excluded Books and Records, in each case excluding Intellectual Property;

(g) all personnel and payroll records related to the Transferred Employees;

(h) the Leased Real Property listed on Schedule 2.1(h);

(i) the Owned Intellectual Property, including the Intellectual Property set forth on Schedule 2.1(i), together with all tangible embodiments of the Owned Intellectual Property, including software, works of authorship, data, documentation, websites, website content and technology;

(j) all equipment, and other tangible personal property used in the Business and owned by the Seller Group, including (i) all Seller IT Assets, (ii) furniture and fixtures, computers, networking equipment, industrial farming and maintenance equipment and supplies and (iii) the equipment and other tangible personal property listed on Schedule 2.1(j) (the "**Tangible Personal Property**");

(k) all of the Seller Group's rights, claims or causes of action (i) against third parties relating to the assets, properties, business or operations of the Seller Group that are related to the Business, the Transferred Assets and the Assumed Liabilities (including all guaranties, warranties, indemnities and similar rights in favor of the Seller Group or any their Affiliates to the extent related to the Transferred Assets or the Assumed Liabilities) and (ii) against any current or former directors or officers of any debtors, in each case, whether arising by way of counterclaim or otherwise, and whether arising out of transactions occurring prior to, on or after the Closing Date, except for such rights, claims and causes of related to the Excluded Assets or Excluded Liabilities (the "**Acquired Claims**");

(l) all prepaid expenses, claims, rights to insurance policy proceeds, deposits (including any utility and security deposits and escrows under the Owned Real Property), prepayments, refunds, causes of action, demands, actions, suits, choses in action, rights of recovery, rights under guarantees, warranties, indemnities and all similar rights against third parties, rights of setoff and rights of recoupment, in each case, to the extent related to the Business or used in or held for use for the Transferred Assets or the Assumed Liabilities;

(m) all Accounts Receivable;

(n) the right to receive and retain mail, Accounts Receivable payments and other communications of the Seller Group and the right to bill and receive payment for services performed or transactions processed that are unbilled or unpaid as of the Closing, in each case, to the extent related to the Transferred Assets or the Assumed Liabilities;

(o) all goodwill and other intangible assets related to the Business; and

(p) all (i) cash and cash equivalents, wherever located, including bank balances and bank accounts or safe deposit boxes, monies in the possession of any banks, savings and loans or trust companies and similar cash items, (ii) escrow monies and deposits in the possession of landlords and utility companies, and (iii) investment securities and other short- and medium-term investments.

2.2 Excluded Assets. Any and all assets, rights and properties of the Seller Group that are not described in Section 2.1 as Transferred Assets, including the following (each, an "**Excluded Asset**," and collectively, the "**Excluded Assets**") shall be retained by the Seller Group, and Purchaser and its designees shall acquire no right, title or interest in the Excluded Assets in connection with the Transaction:

(a) any interest of the Seller Group under this Agreement or the Related Documents, including, the right to receive the Purchase Price and to enforce the Seller Group's rights and remedies thereunder;

(b) all Excluded Contracts and Contracts, other than the Assigned Contracts, to which any member of the Seller Group or any of their respective Affiliates is a party;

(c) any (i) Attorney-Client Information arising from communications prior to the Closing Date between a member of the Seller Group (including any one or more officers, directors or stockholders of such Seller Group Member) (such persons "**Designated Persons**"), on the one hand, and its counsel, on the other hand ("**Pre-Closing Privileges**"), and (ii) claims under any director and officer, errors and omissions, fiduciary and commercial crime insurance policies; *provided* that such information will be subject to the requirements of Section 7.1 of this Agreement;

(d) except for the Leased Real Property constituting Transferred Assets, all of the Seller Group's right, title and interest in owned and leased real property and other interests in real property including all such right, title and interest under each real property lease pursuant to which any of the leases, subleases (as sub-tenant) or otherwise occupies any such leased real property, including all improvements, fixtures and appurtenances thereto and rights in respect thereof;

(e) any rights of the Seller Group to Tax refunds or credits for overpayment of Taxes in lieu of a refund attributable to (i) Taxes that are Excluded Liabilities or (ii) Property Taxes for which the Seller Group is liable pursuant to Section 7.3;

(f) all Permits (including applications therefor and any trade or import/export Permits) to the extent (i) not related to the Business or (ii) not transferable to Purchaser under applicable Law;

(g) the Excluded Books and Records;

(h) any assets, from time to time, expressly designated by the parties hereto as Excluded Assets;

(i) all assets related to Seller Plans;

(j) except for Acquired Claims, all of the Seller Group's rights, claims or causes of action against third parties relating to the assets, properties, business or operations of the Seller Group (including all guaranties, warranties, indemnities and similar rights in favor of the Sellers Group or any of their Affiliates) to the extent arising under the Bankruptcy Code or relating to any of the Excluded Assets or Excluded Liabilities, in each case, whether arising by way of counterclaim or otherwise, and whether arising out of transactions occurring prior to, on or after the Closing Date; and

(k) all prepaid expenses, claims, deposits, prepayments, refunds, causes of action, demands, actions, suits, rights of recovery, rights under guarantees, warranties, indemnities and all similar rights against third parties, rights of setoff and rights of recoupment, in each case, to the extent exclusively related to or exclusively used in or held for use for the Excluded Assets listed in clauses (a) through (j) above.

Notwithstanding anything to the contrary contained in this Agreement or any of the other Related Documents, Purchaser acknowledges and agrees that all of the following are also Excluded Assets, and all right, title and interest in and to all Excluded Assets shall be retained by the Seller Group and shall remain the property of the Seller Group (and shall expressly be excluded from the sale, transfer, assignment and conveyance to Purchaser hereunder), and neither Purchaser nor any of its Affiliates shall have any interest therein: (x) all records and reports prepared or received by the Seller Group or any of their Affiliates in connection with the sale of the Business and the

Transactions, including all analyses relating to the Business or Purchaser so prepared or received; and (y) all confidentiality agreements with prospective purchasers of the Business or any portion thereof and all bids and expressions of interest received from third parties with respect thereto.

2.3 Assumption of Liabilities. On the terms and subject to the conditions set forth in this Agreement, Purchaser shall, effective as of the Closing, assume and agree to pay, discharge and perform in accordance with their terms the following Liabilities of the Seller Group to the extent related to the Business or the Transferred Assets and not paid prior to the Closing (each, an "**Assumed Liability**," and collectively, the "**Assumed Liabilities**"):

(a) all Liabilities (other than Taxes and the Excluded Liabilities, in each case, set forth in Section 2.4) arising from the ownership and operation of the Business or the Transferred Assets by Purchaser after the Closing;

(b) all Liabilities arising under the Designated Contracts, to the extent arising after the Closing;

(c) (i) all Transfer Taxes and (ii) all Property Taxes for which Purchaser is liable pursuant to Section 7.3.

(d) all Determined Cure Costs;

(e) all Liabilities arising out of or relating to any of the Transferred Employees solely to the extent such Liabilities relate to periods following the Closing (but in all cases, other than Liabilities related to any Seller Plans); and

(f) all Liabilities arising out of or relating to any Action with respect to the Business to the extent arising from the ownership or operation of the Transferred Assets by Purchaser after the Closing.

2.4 Excluded Liabilities. Notwithstanding anything to the contrary set forth in this Agreement or in any of the other Related Documents, the Parties expressly acknowledge and agree that, except as set forth in Section 2.3, Purchaser will not assume, be obligated to pay, perform or otherwise discharge or in any other manner be liable or responsible for, any Liabilities of the Seller Group, including those arising from or in connection with the Transferred Assets of the Business, or for any Action against Seller or relating to the Transferred Assets or the Business, whether existing on the Closing or arising thereafter as a result of any act, omission, event, thing or circumstances taking place or not taking place prior to the Closing, including the following (all such Liabilities that Purchaser is not assuming being referred to collectively, as the "**Excluded Liabilities**"):

(a) all income taxes of the Seller Group, and all Taxes for which the Seller Group is liable pursuant to this Agreement, whether assessed or not assessed;

(b) all Liabilities relating to or arising out of the Excluded Assets;

(c) all product Liability or similar claims for injury to a Person or property which arises out of or is based upon any express or implied representation, warranty, agreement or guaranty made by Seller or based on any tort claim, or by reason of the improper performance or malfunctioning of a product, improper design or manufacture, failure to adequately package, label or warn of hazards or other related product defects of any products at any time manufactured or sold or any service performed by Seller at or prior to the Closing;

(d) all recall, design defect, improper installation, manufacturing defect or similar or related claims of any products manufactured or sold or any service performed by Seller at or prior to the Closing;

(e) all Liabilities, whether accruing before, on or after the Closing Date, (A) relating in any way to the environment, natural resources, or human health and safety, or arising under Environmental Laws in connection with the ownership or operation of the Business (including the Transferred Assets) on or before the Closing Date, including those related to (x) the Release or threatened Release of, or exposure to, a Hazardous Substance at, on, under, to or from any Owned Real Property occurring or existing on or before the Closing Date (including, for the avoidance of doubt, any off-site migration of Hazardous Substances), (y) any non-compliance with or violation of any Environmental Law on or before the Closing Date, or (z) any disposal, transportation or arrangement for transportation or disposal prior to Closing of any Hazardous Substance sent to any third party property for treatment, storage, recycling, incineration or disposal, or (B) relating to the use, application, malfunction, defect, design, operation, performance or suitability of any product of the Business sold or distributed prior to the Closing by, or service of the Business rendered prior to the Closing by or on behalf of, the Seller Group to any Person (including any products for which a current or future owner or operator of the Transferred Assets or the Business may be alleged to be responsible as a matter of Law, contract or otherwise);

(f) all Liabilities arising under or in connection with any Seller Benefit Plan or any other present or former employee benefit plan providing benefits to any present or former employee of the Seller or any of the Seller's Affiliate, whenever incurred;

(g) all Liabilities arising out of, relating to or resulting from any present or former employees, officers, directors, independent contractors or consultants of the Seller Group, including Liabilities for wages or other work-related benefits, bonuses, fees, accrued vacation, unused paid time off, workers' compensation, employee deferred compensation including stock option plans, equity grants, other grants and agreements, severance, retention, termination or other payments, to the extent such Liabilities relate to such individual's service with the Seller Group at any time on or prior to the Closing Date;

(h) all Accounts Payable;

(i) all pre-Closing Liabilities of the Business relating to or arising from unfulfilled commitments, quotations, purchase orders, customer orders or work orders that do not constitute part of the Transferred Assets or Assumed Liabilities including without limitation undetermined or inchoate liens, charges and privileges (including mechanics', construction, carriers', workers', repairers', storers' or similar liens);

(j) all Liabilities to indemnify, reimburse, or advance amounts to any present or former officer, director, employee, agent or independent contractors of the Seller Group (including with respect to any breach of fiduciary obligations by the same) to the extent such Liabilities relate to conduct that was undertaken at or prior to Closing;

(k) all Liabilities under the Excluded Contracts and Intracompany Payables (and/or resulting from the termination of any Intracompany Payables);

(l) all Liabilities associated with debt, loans, notes, bonds, guarantees, indemnifications or credit facilities of the Seller Group and/or the Business or the Transferred Assets, except to the extent arising after the Closing under an Assigned Contract that Purchaser elects to assume pursuant to Section 5.3; and

(m) all Liabilities arising out of, in respect of, or in connection with the failure by Seller to comply with any Law at or prior to the Closing.

2.5 Excluded Contracts. Pursuant to Section 5.3(b), Purchaser shall be entitled, in its sole discretion by written notice to the Seller up to three Business Days prior to the Closing Date, to elect not to purchase or assume one or more Assigned Contracts, in which case, notwithstanding anything in this Agreement or any Related Document to the contrary, such Assigned Contracts shall be considered an excluded contracts (each, an "**Excluded Contract**") (and shall constitute an Excluded Asset and not be included in the Transferred Assets) for all purposes of this Agreement and Purchaser shall not have any obligation to satisfy or pay any Cure Costs or other Liabilities with respect to such Excluded Contract. Each assignable Assigned Contract that Purchaser does not elect to remove from the list of Assigned Contracts pursuant to Section 5.3(b) shall be a Designated Contract.

2.6 Nontransferable Assets and Liabilities.

(a) Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Transferred Asset or any claim, right or benefit arising thereunder or resulting therefrom if an attempted assignment or transfer thereof, without the Consent of a third party (including any Governmental Authority) (after giving effect to the Sale Order or any other applicable order of the Bankruptcy Court that effects such transfer without any required Consents), would constitute a breach or other contravention thereof or a violation of Law (each, a "**Non-Transferred Asset**").

(b) If, on the Closing Date, any third-party Consent is not obtained for a Non-Transferred Asset, or if an attempted transfer or assignment thereof would be ineffective or a violation of Law, then, until any requisite consent is obtained therefor and the same is transferred and assigned to Purchaser or its designee, each such Non-Transferred Asset shall be held in trust by the Seller as agent for Purchaser, and the Seller shall, to the extent permitted by Law, provide to Purchaser the benefits and Purchaser shall assume the obligations and bear the economic burdens associated with such Non-Transferred Asset. The Seller and Purchaser shall use commercially reasonable efforts to enter into agreements (including subcontracting, sublicensing or subleasing, if permitted) by which (i) the Seller shall, at Purchaser's sole expense, without interruption of the Business, provide Purchaser with the economic and operational equivalent of obtaining the requisite third-party Consent and assigning the applicable Non-Transferred Asset to Purchaser (including, with the prior written consent of Purchaser, enforcing for the benefit of

Purchaser, and at Purchaser's sole expense, all claims or rights arising thereunder) and (ii) Purchaser shall perform, at its sole expense, the obligations and assume the economic burdens of the Seller or its Affiliates to be performed after the Closing with respect to such Non-Transferred Asset. Purchaser shall promptly, upon receipt of a written request therefor from the Seller, reimburse the Seller for all monies paid by the Seller on Purchaser's behalf in connection with any Assumed Liability not assigned or transferred to Purchaser pursuant to this Section 2.6.

2.7 **Closing**. The closing of the Transactions (the "**Closing**") will take place remotely by electronic exchange of documents on the date (the "**Closing Date**") that is the third (3rd) Business Day after the date on which all of the conditions set forth in Article 8 (excluding conditions that, by their terms, are to be satisfied at the Closing, but subject to the satisfaction or waiver of all such conditions at the Closing), have been satisfied or waived by the party hereto entitled the benefit of the same, unless another time or date is agreed to in writing by the parties hereto. Any actions required to take place in person will take place at Sidley Austin LLP, 787 7th Ave, New York, New York at 10:00 a.m. (Eastern Time). Except as otherwise set forth herein, all proceedings to be taken and all documents to be executed and delivered by all parties hereto at the Closing will be deemed to have been taken and executed simultaneously and no proceedings will be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

2.8 **Closing Deliveries of the Parties**. At or prior to the Closing:

(a) Purchaser and the Seller (or the applicable member of the Seller Group) shall deliver to one another the Related Documents and such instruments of assumption and other instruments or documents, including bills of sale and/or assignment and assumption agreements, in form and substance reasonably acceptable to Purchaser and Seller, as may be necessary to effect Purchaser's assumption of the Assumed Liabilities and the assignment of any Transferred Assets, including the Designated Contracts, to Purchaser in accordance with the requirements of applicable Law and this Agreement, in each case duly executed by Purchaser and the Seller (or the applicable member of the Seller Group);

(b) the Seller (or the applicable member of the Seller Group) shall execute and deliver the IP Assignment Agreement;

(c) Purchaser shall deliver, or cause to be delivered, to the Seller or the applicable Person each of the following:

(i) a certificate, dated as of the Closing Date, executed by or on behalf of Purchaser as to the satisfaction of the conditions set forth in Section 8.3(a) and Section 8.3(b);

(ii) the Purchase Price, by cash or "credit bid" of the DIP Repayment Amount, by wire transfer of immediately available funds to an account or accounts designated by Seller, or a combination of such methods; and

(iii) the Determined Cure Costs.

(iv) the amount of the Assumed Liabilities described in Section 2.3, by assuming such Assumed Liabilities pursuant to the Bill of Sale and Assignment and Assumption Agreement;

(d) the Seller shall deliver, or cause to be delivered, to Purchaser or the applicable person each of the following:

(i) a certificate, dated as of the Closing Date, executed by or on behalf of the Seller as to the satisfaction of the conditions set forth in Section 8.2(a) and Section 8.2(b);

(ii) a properly completed IRS Form W-9 for the Seller and any Subsidiary transferring the Transferred Assets pursuant to this Agreement (or, if a Subsidiary transferring the Transferred Assets pursuant to this Agreement is a disregarded entity, a certificate of non-foreign status from its owner), duly completed and executed;

(iii) a copy of the Sale Order as entered by the Bankruptcy Court; and

(iv) an instrument of conveyance (including a special warranty deed, real property transfers or similar documents as customary in the applicable jurisdiction and as may be necessary in accordance with the requirements of applicable Law) conveying to Purchaser fee simple title to the Owned Real Property, subject to Permitted Liens, including any additional documents, forms, or affidavits needed to record such instrument in the real property records and such owner's title affidavit, good standing certificate and other documents and as may reasonably be required by Purchaser's title insurance company in order to issue Purchaser's title insurance policy (the "**Deed**").

2.9 Purchase Price; Assumed Liabilities.

(a) At the Closing, upon the terms and subject to the conditions set forth herein, in full consideration for the sale, transfer, conveyance, assignment and delivery of the Transferred Assets to Purchaser, Purchaser shall (i) cause to be paid to the Seller (for itself and the other members of the Seller Group selling Transferred Assets pursuant to this Agreement) an amount in cash not to exceed $1,000,000.00 in immediately available funds to liquidate, dissolve and wind up the Seller Group following the Closing, which amount shall be subject to adjustment as mutually agreed between the Seller and Purchaser (it being understood that any increase in such amount shall be entirely at the Purchaser's sole discretion) and may be funded at Purchaser's discretion by the Seller Group's cash and cash equivalents held at such time, wherever located, including bank balances and bank accounts or safe deposit boxes, monies in the possession of any banks, savings and loans or trust companies and similar cash items) and (ii) irrevocably waive, cause to be waived, and be deemed to have waived any right of recovery on, and to have fully and forever forgiven, released, and discharged, all DIP Obligations due and owed by the Seller Group as of the Closing Date (the "**Purchase Price**").

(b) At the Closing, on the terms and subject to the conditions set forth in this Agreement, Purchaser will assume and become responsible for the Assumed Liabilities. Purchaser agrees to pay, perform, honor, and discharge, or cause to be paid, performed, honored and discharged, all Assumed Liabilities in a timely manner in accordance with the terms hereof, including paying or causing to be paid, all Determined Cure Costs in accordance with the Sale Order.

2.10 Transfer Taxes. It is the intention of Purchaser and Seller that the Transactions be exempt from all transfer, documentary, sales, use, excise, stock transfer, value-added, stamp, recording, registration and other similar taxes, levies and fees (including any penalties, fines and interest), together with any conveyance fees, recording charges and other similar fees and charges, incurred in connection with this Agreement and the Transactions (collectively, "**Transfer Taxes**") pursuant to Section 1146(a) of the Bankruptcy Code, as applicable. Purchaser and the Seller shall cooperate in good faith to minimize, to the extent permissible under applicable Law, the amount of any Transfer Taxes due with respect to the Transactions. Solely to the extent not exempt in accordance with Section 1146(a) of the Bankruptcy Code or any available exemption under state or local law, Purchaser shall be solely responsible for such Transfer Taxes, regardless of the party on whom liability is imposed under the provisions of the Laws relating to such Transfer Taxes.

2.11 Allocation of Purchase Price.

(a) Reasonably promptly after the Closing Date, but no later than 45 days thereafter, Purchaser will prepare and deliver to the Seller, an allocation schedule setting forth the Purchase Price, Assumed Liabilities, and any other items that are treated as consideration paid by Purchaser for applicable Tax purposes (collectively, the "**Tax Consideration**") to be allocated among the Transferred Assets, pursuant to (and to the extent necessary to comply with) Section 1060 of the IRC and the applicable regulations promulgated thereunder (the "**Proposed Allocation Statement**"). The Seller will have 20 Business Days following delivery of the Proposed Allocation Statement during which to notify Purchaser in writing (an "**Allocation Notice of Objection**") of any objections to the Proposed Allocation Statement, setting forth in reasonable detail the basis of its objections. If the Seller fail to deliver an Allocation Notice of Objection in accordance with this Section 2.11(a), the Proposed Allocation Statement will be conclusive and binding on all parties and will become the "***Final Allocation Statement***." If the Seller submits an Allocation Notice of Objection, then for 20 Business Days after the date that Purchaser receives the Allocation Notice of Objection, Purchaser and the Seller will use their commercially reasonable efforts to agree on the allocations in good faith; provided that, absent such agreement, Purchaser's Proposed Allocation Statement shall become the Final Allocation Statement.

(b) Purchaser and the Seller shall (i) timely file all Tax Returns (including IRS Form 8594) required to be filed in connection with the agreed (or deemed agreed) Allocation Schedule (as adjusted pursuant to Section 2.11(a)) (taking into account all available extensions), (ii) prepare and file all Tax Returns and determine all Taxes in a manner consistent with the Final Allocation Statement, and (iii) not, and shall not allow their respective Affiliates to, take any actions inconsistent with the Final Allocation Statement, except in each case as may be required by a change in applicable Law or pursuant to the good faith resolution of a tax dispute as mutually agreed between Purchaser and Seller or as otherwise required pursuant to a "determination" described under Section 1313(a) of the IRC. Purchaser, on the one hand, and the Seller, on the other hand, shall notify the other if it receives notice that any Governmental Authority proposes any allocation different from the Allocation Schedule.

2.12 **Withholding** Purchaser or any applicable withholding agent shall be entitled to withhold or deduct from any amount otherwise payable to Seller, any Subsidiary selling assets or any other Person pursuant to this Agreement any withholding Taxes required by applicable Law to be withheld or deducted from the amounts so payable. Any amount so withheld shall be (i) paid over to the appropriate Governmental Authority and (ii) deemed to have been paid over to the applicable Person for all purposes of this Agreement. Purchaser shall provide evidence of having remitted such withheld amounts to the appropriate Governmental Authority upon the Seller's written request. In the event Purchaser determines that Purchaser is required to withhold or deduct any Taxes from any amount otherwise payable to Seller or any Subsidiary thereof under this Agreement, Purchaser shall use commercially reasonable efforts to notify the Seller or Subsidiary thereof of such requirement and the basis for such requirement prior to the Closing as soon as reasonably practicable. The Parties shall use commercially reasonable efforts to cooperate in good faith in determining whether any such withholding is required and to take reasonable steps to reduce or eliminate any such withholding to the extent permitted under applicable Law. As of the date of this Agreement and based on the information known by the Parties, the Parties are not aware that any such withholding will be required under applicable Law.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE SELLER

Except as disclosed in a document herewith delivered by the Seller to Purchaser (the "**Seller Schedules**"), the Seller hereby makes the representations and warranties contained in this Article 3 to Purchaser.

3.1 **Organization, Good Standing and Other Matters; Subsidiaries**. Except as set forth on Schedule 3.1, each Debtor is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization and has, subject to the necessary authority of the Bankruptcy Court, the requisite corporate or limited liability company power and authority to operate the Business and necessary to own, lease and operate the properties and assets owned, leased or operated by it to carry on the Business as now being conducted in all material respects. Each Debtor is duly qualified to do business as a corporation or limited liability company in each jurisdiction in which the nature of the Business as currently conducted by it or the property owned or leased by it makes such qualification necessary, except where the failure to be so qualified would not, individually or in the aggregate, have a Material Adverse Effect.

3.2 **Authority and Enforceability**. Subject to Bankruptcy Court approval, the Seller has all requisite power and authority to execute and deliver this Agreement and each of the Related Documents to which it is (or at Closing, will be) a party and to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance of this Agreement and the each of the Related Documents to which the Seller is (or at Closing, will be) a party thereto, and the consummation by the Seller of the Transactions, has been duly authorized and approved by all necessary limited liability company action on the part of the Seller and are subject to the approval of the Bankruptcy Court. This Agreement has been, and each Related Document will be, at or prior to the Closing, duly executed and delivered by the Seller and, assuming the due execution and delivery by the other parties hereto or thereto, and subject to the approval of the Bankruptcy Court, constitutes a valid and binding obligation of the Seller, enforceable against it in accordance with its respective terms, except to the extent that such enforceability may be subject to, and limited by, the Enforceability Exceptions.

3.3 No Conflict; Required Filings and Consents. Except (a) such filings as may be required in connection with the Transfer Taxes described in Section 2.10 and (b) , the execution and delivery of this Agreement by the Seller does not and the execution and delivery of the Related Documents by the Seller will not, and the consummation of the Transactions hereby and thereby will not (i) violate the provisions of the Organizational Documents of any member of the Seller Group, (ii) subject to the entry of the Sale Order, violate any Law or Order to which any member of the Seller Group is subject or by which its properties or assets are bound, (iii) require any member of the Seller Group to obtain any Consent, or give any notice to, or make any filing with, any Governmental Authority on or prior to the Closing Date (except as required by the Bankruptcy Code or the Sale Order), (iv) subject to the entry of the Sale Order, result in a breach of or constitute a default (with or without due notice or lapse of time or both), give rise to any right of termination, cancellation or acceleration under, or require the Consent of any third party to, any Assigned Contract or (v) subject to the entry of the Sale Order, result in the imposition or creation of any Lien upon or with respect to any of the assets or properties of the Seller Group; excluding from the foregoing clauses (ii) through (v) any Consents, approvals, notices and filings the absence of which, and violations, breaches, defaults, rights of acceleration, cancellation or termination, and Liens, the existence of which would not, individually or in the aggregate, have a Material Adverse Effect.

3.4 Sufficiency of Transferred Assets. Except as set forth on Schedule 3.4, the Seller Group has and will, subject to the entry of the Sale Order, transfer to Purchaser (to the fullest extent permissible under Section 363(f) of the Bankruptcy Code, as applicable) indefeasible title to the Transferred Assets (including all right, title, and interest therein), Free and Clear. Except as set forth on Schedule 3.4, assuming receipt of all required Consents, the Transferred Assets, together with and taking into account all Related Documents, include all assets, properties, and rights (including Intellectual Property) used or held for use by the Seller Group that are necessary as of immediately following the Closing to operate the Business in all material respects as presently conducted on the date hereof; provided, however, that nothing in this Section 3.4 shall be deemed to constitute a representation or warranty as to the adequacy of the amounts of cash or working capital (or the availability of the same) and this Section 3.4 shall not be deemed to be breached as a result of the failure to obtain any Consents or third party consents that may be required in connection with the Transactions, or any action that the Seller Group is required or permitted to take pursuant to Section 6.1 or for which Purchaser has provided its consent.

3.5 Compliance With Laws; Permits.

(a) Except as set forth on Schedule 3.5(a), (i) the Seller Group is, and for the past three (3) years has been, conducting the Business in compliance in all material respects with all Laws applicable to the Business and (ii) no member of the Seller Group has received any written notice during the past three (3) years of any material violations of any material Law applicable to their conduct of the Business.

(b) (i) The Seller Group possess all material Permits required for the operation of the Business as currently conducted (the "**Seller Permits**") and (ii) no member of the Seller

Group has received as of the date hereof any written notice of any cancellation, suspension, revocation, invalidation or non-renewal of any Seller Permit.

3.6 **Litigation**. Except as set forth on Schedule 3.6, as of the date hereof, there is no Action pending or, to the Seller's Knowledge, threatened in writing, against any member of the Seller Group that would have a Material Adverse Effect or affect the Transferred Assets in any material respect after the entry of the Sale Order, if determined adversely and after taking into effect applicable insurance coverage.

3.7 **Real Property; Personal Property**.

(a) Schedule 3.7(a) sets forth a list of all leases and subleases as of the date hereof that are used for, or held for use in, the Business (the "**Real Property Leases**," and the leasehold interest, "**Leased Real Property**"). Except as set forth on Schedule 3.7(a), except as may be limited by the Enforceability Exceptions and subject to the approval of the Bankruptcy Court, as applicable, the Seller Group has a valid, binding and enforceable leasehold interest under each of the Leased Real Properties, free and clear of all Liens (other than Permitted Liens or Pre-Closing Liens). Except as a result of, or arising in connection with, the filing of the Bankruptcy Cases, the Seller Group has not received any written notice of any material default or event that (with due notice or lapse of time or both) would constitute a material default by the Seller Group under any Real Property Lease, other than defaults (i) arising or resulting from a member of the Seller Group's failure to comply with its payment obligations under any Real Property Lease or (ii) that have been cured or waived in writing.

(b) Schedule 3.7(b) lists the addresses for the material real property owned by the Seller or an Affiliate that is used for, held for use in or otherwise related to the Business (the "***Owned Real Property***"). Except as set forth on Schedule 3.7(b), the Seller or an Affiliate has fee simple title to such Owned Real Property and shall deliver title to the Owned Real Property at Closing, Free and Clear.

(c) Schedule 3.7(c) sets forth a list of all leases of material tangible assets and other personal property of the Seller Group used in connection with the Business as of the date hereof. Each member of the Seller Group has good and valid title to, or in the case of leased tangible assets and other personal property, a valid leasehold interest in (or other right to use), all of the Transferred Assets, in each case Free and Clear. All such material tangible assets and other personal property that constitute Transferred Assets (i) are in good condition and repair, normal wear and tear excepted, (ii) are not in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost and (iii) are suitable for use by Purchaser to conduct the Business as currently conducted by the Seller Group with respect to the Transferred Assets.

3.8 **Assigned Contracts**. With respect to each Assigned Contract that Purchaser has elected to assume pursuant to Section 5.3(b), as of the Closing Date and subject to entry of the Sale Order by the Bankruptcy Court, (i) each Assigned Contract that Purchaser has elected to assume pursuant to Section 5.3(b) is a legal, valid and binding obligation of the applicable member of the Seller Group and, to the Seller's Knowledge, each other party thereto, and is in full force and effect (except to the extent subject to, and limited by, the Enforceability Exceptions) and (ii) to the Seller's Knowledge, no other party to any Assigned Contract is (with or without the lapse of time or the giving of notice, or both) in material breach of or in material default under any Assigned Contract. The Seller has made available to Purchaser true, correct and complete copies of each of the Assigned Contracts that Purchaser has elected to assume pursuant to Section 5.3(b), together with all amendments thereto.

3.9 **Tax Matters**.

(a) The Seller Group (in relation to the Business or the Transferred Assets) has timely filed all material Tax Returns required to be filed by it (taking into account any validly obtained applicable extensions) and all such Tax Returns are true, complete and correct in all material respects. The Seller Group has timely paid, or made adequate provision in the Financial Statements for, all material Taxes (whether or not shown as due and owing by it on any Tax Returns) other than to the extent of the nonpayment of which is permitted or required under the Bankruptcy Code.

(b) Except as set forth on Schedule 3.9(b), as of the date of this Agreement, Seller Group (in relation to the Business or the Transferred Assets) is not currently the subject of an audit or other examination relating to the payment of or failure to pay a material amount of Taxes, and Seller Group (in relation to the Business or the Transferred Assets) has not received written notice from any Governmental Authority that such an audit or examination will be initiated in the future.

(c) Seller Group (in relation to the Business or the Transferred Assets) has not entered into an agreement or waiver extending any statute of limitations relating to the payment or collection of any Taxes that will be in effect after the Closing.

(d) There are no Liens (other than Permitted Liens or Pre-Closing Liens) with respect to Taxes on any of the Transferred Assets.

(e) All material amounts of Taxes which the Seller Group (in relation to the Business or the Transferred Assets) was required to withhold or to collect for payment have been duly withheld and collected and paid to the proper governmental entity or third party.

3.10 **Affiliate Transactions**.

(a) Except as set forth on Schedule 3.10, none of the Seller, any Subsidiary of the Seller or any of their respective officers, directors or employees (i) owns any direct or indirect interest of any kind in, or controls or is a director, officer, employee or partner of, or consultant to, or lender to or borrower from, or has the right to participate in the profits of, any Person which is a participant in any material transaction to which the Seller Group is a party related to the Business or the Transferred Assets or (ii) is a party to any Assigned Contract.

(b) Each Assigned Contract or other arrangement between member of the Seller Group on the one hand, and any Affiliate of the Seller Group or any officer, director or employee of any member of the Seller Group on the other hand, is on commercially reasonable terms no more favorable to the Affiliate, director, officer or employee of the Seller Group than what any third party negotiating on an arm's-length basis would expect.

3.11 Labor Matters. Except as set forth on Schedule 3.11, as of the date hereof:

(a) Schedule 3.11(a) sets forth a true, correct and complete list of all Business Employees on the date hereof, identifying, to the extent permitted by applicable Law, as to each (i) name or employee identification number, (ii) a job title, (iii) years of service, (iv) current annual base salary (or with respect to individuals compensated on an hourly or per diem basis, the hourly or per diem rate of compensation), (v) estimated or target annual bonus compensation, (vi) the exempt or non-exempt classification of such Business Employee under the Fair Labor Standards Act and any other applicable Law regarding the payment of wages, (vii) whether such Business Employee is on active or on-leave (and, if on leave, the anticipated date of return to work) and (viii) location of employment;

(b) no member of the Seller Group (solely as related to the Business) is a party to any collective bargaining agreement or other Contract with a labor union or labor organization, and no employee of any member of the Seller Group is represented by any labor organization with respect to such employee's employment with the applicable member of the Seller Group;

(c) there is no strike, lockout, slowdown, work stoppage, unfair labor practice or other labor dispute, or arbitration or grievance involving the Seller Group (solely as related to the Business) pending or, to the Seller's Knowledge threatened;

(d) no Action brought by or on behalf of any employee, former employee, labor organization or other representative of the employees of any member of the Seller Group (solely as related to the Business) is pending or to the Seller's Knowledge, threatened against the Seller Group (solely as related to the Business) that would be material to the Business;

(e) to Seller's Knowledge, no union organization campaign is in progress with respect to any employee or group of employees of the Seller Group;

(f) there has been no "mass layoff" or "plant closing" (as defined by the WARN Act) with respect to any member of the Seller Group within the six (6) months prior to the date hereof;

(g) the Seller Group has not incurred any liability or obligation under the WARN Act or any similar state or local Law that remains unsatisfied;

(h) the Seller Group (solely related to the Business) is, and during the prior three (3) years, has been in compliance in all material respects with all applicable Laws relating to labor and employment, including those relating to labor management relations, wages, hours, overtime, pay equity, worker classification (including with respect to classifications of independent contractors vs. employees), Fair Labor Standards Act, discrimination, sexual harassment, workplace harassment, civil rights, affirmative action, work authorization, immigration, whistleblower, retaliation, leaves of absence, plant closings, mass layoffs, relocations, safety and health, information privacy and security and workers compensation;

(i) All current employees of the Seller Group who provide services to the Business have provided the Seller Group with sufficient evidence that each such employee is a citizen of, or is authorized to be employed in, the country in which such employee provides services and the Seller Group (solely related to the Business) is in compliance in all material respects with all Laws relating to immigration; and

(j) within the past three years, (i) to the Seller's Knowledge, no allegations of sexual harassment, sexual misconduct, discrimination or retaliation have been made against any current supervisory employee of the Seller Group and (ii) neither Seller Group nor any of its Affiliates have been involved in any proceedings, or entered into any settlement agreements, related to allegations of sexual harassment, sexual misconduct, discrimination or retaliation by any current supervisory employee of the Seller Group.

3.12 Employee Benefits.

(a) Schedule 3.12(a) contains a list of each material Seller Plan. For purposes of this Agreement, "Seller Plan" (and collectively, "**Seller Plans**") means each "employee benefit plan" (within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**")), whether or not subject to ERISA, and each other employee benefit and employee compensation plan, program or arrangement, including any stock purchase, stock option, employment, severance, change-in-control, bonus, incentive compensation, deferred compensation, pension, welfare benefit or vacation plan that is sponsored, maintained or contributed to by any member of the Seller Group or an ERISA Affiliate of the Seller Group in respect of current or former employees who provide (previously provided) services to the Business. With respect to each material Seller Plan, Seller has provided or made available to Purchaser a copy of such Seller Plan or a summary of the material terms and conditions thereof, to the extent such a document exists.

(b) Except as would not reasonably be expected to result in material Liability to Purchaser, each Seller Plan has been, in all material respects, established and administered in accordance with its terms and in compliance with applicable Law. Each Seller Plan that is intended to be qualified within the meaning of Section 401(a) of the IRC has received an IRS determination letter or is based on a form that is the subject of an IRS opinion or advisory letter and, to Seller's Knowledge, nothing has occurred that would reasonably be expected to result in any such Seller Plan not being so qualified.

(c) Except as set forth on Schedule 3.12(c), no Seller Plan is subject to Title IV of ERISA, and neither Seller nor any of its ERISA Affiliates has (or in the past six years has had) any Liability, contingent or otherwise, under Title IV of ERISA. Neither Seller nor any of its ERISA Affiliates participates in, contributes to, has any obligation to contribute to, or has any Liability with respect to, any "multiemployer plan" (as defined in Section 3(37) of ERISA.

(d) Except as would not reasonably be expected to result in material Liability, there are no pending Actions that have been asserted or instituted with respect to any Seller Plan (other than routine claims for benefits), and no such Action has been formally threatened in writing.

(e) Neither the execution and delivery of this Agreement nor the approval or consummation of the Transactions, either alone or in combination with any other event, could (i) result in any material compensation becoming due to any current or former employee or director of the Seller Group who provides services in support of the Business, (ii) materially increase any payments or benefits payable under any Seller Plan, (iii) result in the acceleration of the time of payment, funding or vesting of any payments or benefits under any Seller Plan, (iv) result in any "parachute payment" as defined in Section 280G(b)(2) of the IRC, or (v) result in a requirement to pay any tax "gross-up" payments to any current or former employees of the Business.

(f) No Seller Plan is maintained outside the jurisdiction of the United States or covers any employees or other service providers of the Seller Group or any of its Affiliates who reside or work outside of the United States.

3.13 Insurance. Schedule 3.13 sets forth a true, complete and correct list of all insurance policies maintained by Seller that are material to the Business. As of the date of this Agreement, each insurance policy maintained by Seller and material to the Business is in full force and effect, all premiums due and payable thereon have been paid in full and no member of the Seller Group has (a) received a written notice of cancellation or non-renewal with respect thereto or (b) taken any action or failed to take any action which would constitute a default, or permit the termination or modification, of any such insurance policy.

3.14 **Intellectual Property**.

(a) Schedule 3.14(a) sets forth a list of all registrations and applications for registration of Owned Intellectual Property, including, for each item listed, the record owner, jurisdiction and issuance, registration or application number and date, as applicable, of such item. All material registrations set forth on Schedule 3.14(a) are valid and in force, and all material applications set forth on Schedule 3.14(a) are pending and in good standing.

(b) Seller solely and exclusively owns all Owned Intellectual Property, free and clear of all Liens (other than Permitted Liens or Pre-Closing Liens), and has a valid right to use all other Intellectual Property used in or necessary for the conduct of the Business in the manner currently conducted.

(c) To Seller's Knowledge, during the 12-month period prior to the date of this Agreement, Seller has not received any written notice from any Person (i) alleging that the conduct of the Business as currently conducted infringes, constitutes a misappropriation of or violates any Intellectual Property of any Person or (ii) challenging the ownership by Seller of or the validity or enforceability of any Owned Intellectual Property, in each case, that would reasonably be expected to be material to the Business, taken as a whole. The Business has not and the Seller Group has not, in the operation of the Business, infringed, misappropriated, or otherwise violated any Intellectual Property of any Person in the past three (3) years in any material respect.

(d) To Seller's Knowledge, no other Person has infringed, misappropriated or otherwise violated any Owned Intellectual Property in the past three (3) years.

(e) The Seller Group has taken commercially reasonable steps to protect and maintain the secrecy and confidentiality of all trade secrets and non-public know-how included in the Owned Intellectual Property. To Seller's Knowledge, there has been no unauthorized use, disclosure or misappropriation of any such trade secrets and non-public know-how.

(f) All Persons who have materially contributed to the creation or development of any Owned Intellectual Property for or on behalf of any member of the Seller Group have executed and delivered to Seller or one of its Affiliates or its or their predecessors an agreement providing for the assignment by such Persons to Seller all right, title and interest in and to such Persons' contributions to such Intellectual Property or Seller or one of its Affiliates owns such right, title, and interest automatically by operation of law.

(g) Each member of the Seller Group is in compliance with, and for the past three (3) years, has been in compliance with, all material applicable Laws, contractual obligations, binding industry standards and privacy policies, in each case, related to the collection, use, disclosure, protection and processing of Personal Information. To the Seller's Knowledge, in the past three (3) years, there has been no breach, or unauthorized or improper access to, or exfiltration, destruction, alteration, loss, theft, interruption, modification, corruption or disclosure of any Seller IT Assets or Personal Information.

3.15 Environmental Matters. Except for matters that relate to an Excluded Liability or as disclosed on Schedule 3.8:

(a) the Business and the Transferred Assets are in compliance in all material respects with all applicable Environmental Laws;

(b) there are no written notices, writs, injunctions, decrees, Orders or judgments outstanding, or any actions, suits, proceedings or investigations pending or threatened, relating to compliance with or material Liability under any Environmental Law affecting the Business or the Owned Real Property; and

(c) there has been no waste generated or released by Seller or any of its Affiliates or any legally responsible predecessor corporation of the Seller, that has given or could reasonably be expected to give rise to any Liability under any Environmental Law for which the Business would incur material Liability.

3.16 Brokers and Finders. Except as set forth on Schedule 3.16, no member of the Seller Group has, directly or indirectly, entered into any agreement with any Person that would obligate any member of the Seller Group to pay any commission, brokerage fee or "finder's fee" in connection with the Transactions.

3.17 Bankruptcy Order. The Seller Group shall remain in compliance with all orders of the Bankruptcy Court (including, without limitation, the DIP Order).

3.18 No Other Representations or Warranties. Except for the representations and warranties contained in this Article 3 and any Related Document, certificates contemplated by this Agreement and any other documents related hereto, the Seller does not, nor do any other Persons on behalf of the Seller, make any other express or implied representation or warranty with respect to itself, the Business, the Transferred Assets or the Assumed Liabilities, or with respect to any other information provided to Purchaser or its representatives, and the Seller disclaims any other representations or warranties, whether made by or on behalf of the Seller or any other Person. The Seller will not, and no other Persons will, have or be subject to any Liability to Purchaser or any other Person resulting from the distribution to Purchaser, or Purchaser's use of, any such information, including any information, documents, projections, forecasts or other material made available to Purchaser or its representatives in any "data rooms," "virtual data rooms," management presentations or in any other form in expectation of, or in connection with, the Transactions, or in respect of any other matter or thing whatsoever (electronic or otherwise) or otherwise in expectation of the Transactions.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby makes the representations and warranties contained in this Article 4 to the Seller.

4.1 Organization, Good Standing and Other Matters. Purchaser is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization and has all requisite corporate power or other entity power and authority to own its properties and to carry on its business as now being conducted. Purchaser is duly qualified or licensed to conduct its business as currently conducted and is in good standing in each jurisdiction in which the location of the property owned, leased or operated by it or the nature of its business makes such qualification necessary, except where the failure to be so qualified or licensed would not, individually or in the aggregate, materially impair or delay Purchaser's ability to consummate the Transactions.

4.2 Authority and Enforceability. Purchaser has all requisite corporate power or other entity power and authority to execute and deliver this Agreement and each of the Related Documents to which it is (or at Closing, will be) a party and to perform its obligations hereunder and thereunder and to consummate the Transactions. The execution, delivery and performance of this Agreement and each of the Related Documents to which it is (or at Closing, will be) a party, and the consummation of the Transactions, have been duly authorized and approved by its board of directors (or equivalent governing body) and no other action on the part of Purchaser or its members is necessary to authorize the execution, delivery and performance of this Agreement and the Related Documents by Purchaser and the consummation of the Transactions. This Agreement has been, and each Related Document will be at or prior to Closing, duly executed and delivered by Purchaser and, assuming the due execution and delivery by the other parties hereto or thereto, constitutes a valid and binding obligation of Purchaser enforceable against it in accordance with its respective terms, except to the extent that such enforceability may be subject to, and limited by, the Enforceability Exceptions.

4.3 No Conflict: Required Filings and Consents. Assuming the accuracy of the representations and warranties of the Seller set forth in Article 3 and except such filings as may be required in connection with the Transfer Taxes described in Section 2.13 and (c) as set forth on Schedule 4.3, the execution and delivery of this Agreement and of the Related Documents and the consummation of the Transactions by Purchaser will not (i) violate the provisions of its Organizational Documents, (ii) violate any Law or Order to which it is subject or by which any of its properties or assets are bound, (iii) require it to obtain any Consent, or give any notice to, or make any filing with, any Governmental Authority on or prior to the Closing Date, (iv) result in a material breach of or constitute a default (with or without due notice or lapse of time or both), give rise to any right of termination, cancellation or acceleration under, or require the Consent of any third party to, any material Contract to which it is a party or (v) result in the imposition or creation of any Lien upon or with respect to any of its assets or properties; excluding from the foregoing clauses (ii) through (v) Consents, approvals, notices and filings the absence of which, and violations, breaches, defaults, rights of acceleration, cancellation or termination, and Liens, the existence of which would not, individually or in the aggregate, (A) have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement or (B) otherwise prevent, hinder or delay the consummation of the Transactions.

4.4 Financing.

(a) Purchaser has, and at the Closing, will have (a) sufficient internal funds (without giving effect to any unfunded financing regardless of whether any such financing is committed) available to pay the Purchase Price in accordance with the terms hereof and any other payments required hereunder and any expenses incurred or required to be paid by Purchaser in connection with the Transactions, and (b) the resources and capabilities (financial or otherwise) to perform its obligations hereunder and under the Related Documents. Purchaser has not incurred any obligation, commitment, restriction or Liability of any kind, which would impair or adversely affect such resources and capabilities.

4.5 Solvency. Purchaser is not entering into this Agreement with the intent to hinder, delay or defraud either present or future creditors. Immediately after giving effect to all of the Transactions, including the making of the payments contemplated by Section 2.9, and assuming satisfaction of the conditions to Purchaser's obligation to consummate the Transactions as set forth herein, the accuracy of the representations and warranties of Purchaser set forth herein and the performance by Purchaser of its obligations hereunder in all material respects, Purchaser will be Solvent.

4.6 Litigation. Except as set forth on Schedule 4.6, there is no Action pending or, to Purchaser's Knowledge, formally threatened in writing against Purchaser or involving any of its properties or assets that would be reasonably be expected to (a) have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement or (b) otherwise prevent, hinder or delay the consummation of the Transactions.

4.7 Brokers and Finders. Except as set forth on Schedule 4.7, none of Purchaser or its Affiliates have, directly or indirectly, entered into any agreement with any Person that would obligate the Seller to pay any commission, brokerage fee or "finder's fee" in connection with the Transactions.

4.8 Investigation and Agreement by Purchaser; Non-Reliance of Purchaser; No Other Representations and Warranties.

(a) Purchaser acknowledges that it and its representatives have received access to such books and records, facilities, equipment, contracts and other assets of the Business which it and its representatives have desired or requested to review. Purchaser acknowledges and agrees that it has made its own inquiry and investigation into, and, based thereon, have formed an independent judgment concerning the Seller Group, the Business, the Transferred Assets and the Assumed Liabilities.

(b) Except for the specific representations and warranties expressly made by the Seller in Article 3 and any Related Document, as further limited by the specifically bargained-for exclusive remedies as set forth in Article 10, Purchaser acknowledges and agrees that (i) the Seller is not making and has not made any representation or warranty, expressed or implied, at law or in equity, in respect of the Business, the Transferred Assets, the Assumed Liabilities, or any of its operations, prospects or condition (financial or otherwise), including with respect to merchantability or fitness for any particular purpose of any assets, the nature or extent of any Liabilities, the prospects of the Business, the effectiveness or the success of any operations, or the accuracy or completeness of any confidential information memoranda, documents, projections, material or other information (financial or otherwise) regarding the Business furnished to Purchaser or its representatives or made available to Purchaser and its representatives in any "data rooms," "virtual data rooms," management presentations or in any other form in expectation of, or in connection with, the Transactions, or in respect of any other matter or thing whatsoever, and (ii) no officer, director, manager, stockholder, agent, Affiliate, advisor, representative or employee of the Seller Group has any authority, express or implied, to make any representations, warranties or agreements not specifically set forth in Article 3 or any Related Document and subject to the limited remedies herein provided.

(c) Other than the specific representations and warranties expressly set forth in Article 3 and any Related Document, as further limited by the specifically bargained-for exclusive remedies as set forth in Article 10, Purchaser specifically disclaims that it is relying upon or has relied upon any such other representations or warranties that may have been made by any Person, and acknowledges and agrees that the Seller and the Seller's Affiliates have specifically disclaimed and do hereby specifically disclaim, and shall not have or be subject to any Liability for reliance on any such other representation or warranty made by any Person. Purchaser specifically waives any obligation or duty by the Seller or the Seller's Affiliates to make any disclosures of fact not required to be disclosed pursuant to the specific representations and warranties expressly set forth in Article 3 or any Related Document and disclaim reliance on any information not specifically required to be provided or disclosed pursuant to the specific representations and warranties set forth in Article 3 or any Related Document.

(d) Purchaser is acquiring the Business and the Transferred Assets and assuming the Assumed Liabilities subject only to the specific representations and warranties expressly set forth in Article 3 and any Related Document, as further limited by the specifically bargained-for exclusive remedies as set forth in Article 10.

4.9 No Other Representations or Warranties. Except for the representations and warranties contained in this Article 4, neither Purchaser nor any other Person on behalf of Purchaser makes any other express or implied representation or warranty with respect to Purchaser or with respect to any other information provided to the Seller or its representatives, and Purchaser disclaims any other representations or warranties, whether made by Purchaser or any of its Affiliates, officers, directors, employees, agents or representatives.

ARTICLE 5
BANKRUPTCY COURT MATTERS

5.1 Competing Transaction. This Agreement is subject to approval by the Bankruptcy Court and the consideration by the Seller of higher or better competing bids in respect of all or any part of the Transferred Assets (whether in combination with other assets of the Seller Group or otherwise) in accordance with the terms of the Bid Procedures Order (each, a "**Competing Bid**"). From the date hereof (and any prior time) and until the Closing, the Seller is permitted to, and to cause its representatives to, initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Purchaser and its Affiliates and representatives) in connection with any sale or other disposition of the Transferred Assets in accordance with the Bid Procedures. In addition, the Seller shall have the authority to respond to any inquiries or offers to purchase all or any part of the Transferred Assets (whether in combination with other assets of the Seller Group or otherwise) and perform any and all other acts related thereto which are required under the Bankruptcy Code, the Bid Procedures Order or other applicable Law, including supplying information relating to the Business and the assets of the Seller Group to prospective purchasers subject to, and in accordance with, the Bid Procedures.

5.2 Bankruptcy Court Filings.

(a) Subject to its right to pursue a Competing Bid in accordance with the Bid Procedures Order, the Seller shall diligently pursue the entry by the Bankruptcy Court of the Sale Order, which Sale Order shall provide for the transfer of the Transferred Assets and the Assumed Liabilities to Purchaser Free and Clear. The Seller shall comply (or obtain an Order from the Bankruptcy Court waiving compliance) with all requirements under the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Bankruptcy Court and the Bid Procedures Order in obtaining the entry of the Sale Order. The Seller further covenants and agrees that, after entry by the Bankruptcy Court of the Sale Order, and provided, that the Sale Order becomes a Final Order, the terms of any other proposed order submitted by the Seller to the Bankruptcy Court shall not conflict with, supersede, abrogate, nullify or restrict the terms of this Agreement, or in any way prevent or interfere with the consummation or performance of the Transactions other than as is permitted under the Bid Procedures. Purchaser agrees that it will promptly take such actions as are reasonably requested by the Seller to assist in obtaining entry of the Sale Order, including by furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a "good faith" purchaser under Section 363(m) of the Bankruptcy Code. In the event the entry of the Sale Order shall be appealed, each of the Seller and Purchaser shall use its respective commercially reasonable efforts to defend such appeal.

(b) If an auction is conducted pursuant to the Bid Procedures Order (the "**Auction**") and Purchaser is not the Successful Bidder, Purchaser may in its sole discretion, in accordance with and subject to the Bid Procedures Order, serve as the Back-Up Bid if Purchaser is the next highest or otherwise best bidder for the Transferred Assets at Auction. If Purchaser is chosen as the Backup Bid, Purchaser will be required to keep its bid to consummate the Transactions on the terms and conditions set forth in this Agreement (as may be amended with the Seller's written consent prior to or at the Auction) open and irrevocable until the Back-up Termination Date. If the agreement with the Successful Bidder (other than Purchaser) is terminated prior to closing under such agreement, Purchaser will be deemed to be the Successful Bidder and Purchaser will forthwith consummate the Transactions on the terms and conditions set forth in this Agreement (as the same may be amended with the Seller's written consent prior to or at the Auction), subject to the right of Purchaser to elect to not serve as the Back-up Bid at any time after the Back-up Termination Date.

(c) Notwithstanding any provision in this Agreement to the contrary, the Seller shall: (i) keep Purchaser reasonably apprised of the status of material matters related to this Agreement, including, upon reasonable request promptly furnishing the other Party with copies of notices or other communications received from the Bankruptcy Court or any other Person with respect to the Transactions; (ii) consult with Purchaser concerning any proposed amendments to the Sale Order and any other Orders of the Bankruptcy Court relating to the Transactions and any pleadings that the Seller intends to file with the Bankruptcy Court in connection with, or which might reasonably affect the Bankruptcy Court's approval of the Sale Order; and (ii) promptly serve true and correct copies of all pleadings and notices that relate in any way to this Agreement, the Transactions, the Transferred Assets, or the Bid Procedures on all parties-in-interest in accordance with the Bid Procedures Order, the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure or any applicable Order of the Bankruptcy Court.

5.3 Assumption of Assigned Contracts.

(a) The Seller shall file (or cause to be filed) a notice of assumption (the "**Assumption Notice**") with the Bankruptcy Court in accordance with the Bid Procedures Order and serve such notice on each counterparty to an Assigned Contract listed thereon. The Assumption Notice shall identify all Assigned Contracts that Purchaser intends to have assumed and assigned in connection with the sale of the Transferred Assets and set forth a good faith estimate of the amount of Cure Costs applicable to each such Assigned Contract (and if no Cure Cost is estimated to be applicable with respect to any particular Assigned Contract, the amount of such Cure Cost designated for such Assigned Contract shall be "$0.00"). In accordance with the Bid Procedures Order, the Seller and Purchaser reserves the right to supplement such list of Assigned Contracts and provide additional notice of assumption, and to remove an Assigned Contract from the list of Assigned Contracts, in each case, in accordance with the Bid Procedures Order.

(b) At least five (5) days prior to the Closing Date (the "**Designation Deadline**"), Purchaser shall provide to the Seller a list of those Assigned Contracts that Purchaser elects to have assumed and assigned to Purchaser on the Closing Date (the "**Designated Contracts**"). Purchaser shall be entitled to remove certain Assigned Contracts from the list of Designated Contracts at any time prior to the Designation Deadline by providing the Seller written notice of such removal. In the event that Purchaser removes any of such Assigned Contracts from such list, the Seller will provide the relevant counterparty written notice that the applicable Assigned Contract is no longer identified as a Designated Contract. For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary, only those executory Assigned Contracts that remain identified as Designated Contracts as of the Closing Date will constitute Assigned Contracts for purposes of this Agreement and will be assigned by the Seller and assumed by Purchaser pursuant to the Sale Order; otherwise, such Contracts will constitute Excluded Contracts. The Seller shall file such motions or pleadings as may be appropriate or necessary to assume and assign the Designated Contracts and to determine the amount of the Cure Costs; provided, that nothing herein shall preclude the Seller from filing one or more motion to reject any Contracts that are not Assigned Contracts.

(c) The Sale Order shall provide for the assumption by Purchaser in accordance with the terms of this Agreement of each Assigned Contract that Purchaser elects to assume pursuant to this Section 5.3.

(d) Subject to the terms and conditions of this Agreement, including Section 5.3(a) and (b), Purchaser shall make provision for the payment of the Determined Cure Costs in cash at Closing in accordance with the Sale Order.

(e) The Seller shall have delivered to Purchaser true and complete copies of all Assigned Contracts identified on the Assumption Notice prior to its filing thereof with the Bankruptcy Court, or otherwise provided Purchaser with access to such true and complete copies of such Assigned Contracts, in each case, to the extent that such Assigned Contracts are reasonably available to Seller.

(f) Notwithstanding any provision in this Agreement to the contrary, from and after the date hereof through the Closing Date, the Seller will not reject or take any action (or fail to take any action that would result in rejection by operation of Law) to reject, withdraw, repudiate or disclaim any Assigned Contract unless (i) Purchaser has provided its prior written consent or (ii) Purchaser has removed such Assigned Contract from the list of Designated Contracts.

ARTICLE 6
PRE-CLOSING COVENANTS

6.1 Conduct of Business. Except (i) as set forth on Schedule 6.1, (ii) as may be approved by Purchaser (which approval will not be unreasonably withheld, delayed or conditioned), or (iii) as is otherwise expressly permitted, contemplated or required by this Agreement, by applicable Laws or by order of the Bankruptcy Court, from the date hereof through the earlier of the Closing Date or the termination of this Agreement in accordance with its terms:

(a) The Seller Group shall use their commercially reasonable efforts to conduct the Business in all material respects in the ordinary course of business as it has been conducted since the Petition Date; and

(b) The Seller shall not, and shall cause its Subsidiaries not to:

(i) sell, transfer, license, abandon or otherwise dispose of any material asset or property constituting Transferred Assets other than, in each case, in the ordinary course of business consistent with past practice or for the purpose of disposing of obsolete or worthless assets;

(ii) acquire by merging or consolidating with, or by purchasing a substantial portion of the assets of any business or any corporation, partnership or other business organization or otherwise acquire any assets (except inventory), that as of the Closing would constitute Transferred Assets, except for the acquisition of assets in the ordinary course of business;

(iii) change its present accounting methods or principles in any material respect, except as required by GAAP or applicable Law;

(iv) make or change any material Tax election, adopt or change any Tax accounting method, file any material amended Tax Return, enter into any closing agreement, settle any material Tax claim or assessment or surrender any right to claim a refund of material amounts of Taxes, other than in the ordinary course of business or as required by the Code or applicable Law, and in each case that could have a material effect on the amount of Taxes that are Assumed Liabilities;

(v) subject any of the Transferred Assets to any Lien, except for existing Liens and Permitted Liens;

(vi) other than in the ordinary course of business, amend, modify, fail to renew, reject or terminate, or waive any material rights under, any Assigned Contract;

(vii) except as required under the terms of any Seller Plan or applicable Law (A) grant or increase (or promise to grant or increase) any severance or termination pay or any change of control, retention, or similar compensation or benefits to any current or former employee, director or other service provider to the Company (or materially amend any existing such arrangement); (B) grant or increase the compensation of any officer, employee, director, individual independent contractor or other service provider of the Company or an of its Subsidiaries; (C) amend, adopt, establish, agree to establish, enter into or terminate any material Seller Plan (or that would be a Seller Plan if it was adopted or established prior to the date hereof) or collective bargaining agreement or other labor-related agreements or arrangements with respect to any director, officer or employee of the Company; (D) accelerate the vesting or payment of, or provide for the funding of, any amount payable to any current or former employee, director, individual independent contractor or other service provider of the Company or any of its Subsidiaries; (E) waive the restrictive covenant obligations of any current or former director, officer, employee, or independent contractor of the Company or any of its Subsidiaries; or (F) hire or (other than for cause) terminate the employment of any employee in each case with annual base compensation of $100,000 or above;

(viii) fail to maintain insurance consistent with reasonable business practices or material permits; or

(ix) agree, authorize or commit, in writing or otherwise, to take any of the foregoing actions.

(c) Notwithstanding anything to the contrary, nothing contained in this Agreement shall give Purchaser or any of its Affiliates, directly or indirectly, any right to control or direct the Business, assets and operations prior to the Closing. Prior to the Closing, the Seller shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its Business, assets and operations.

6.2 Access to Information; Confidentiality.

(a) From the date hereof until the earlier of the Closing Date and the termination of this Agreement, the Seller shall grant Purchaser and its representatives (at Purchaser's sole cost and expense) reasonable access, during normal business hours and upon reasonable notice, to the personnel, facilities and Books and Records; provided, however, that (i) all requests for access shall be directed to Colin Adams and Jonathan Wang (email cadams@uzzilall.com; jwant@uzzilall.com; or such other person(s) as the Seller may designate in writing from time to time (the "**Seller Access Contact**"), (ii) such activities do not unreasonably interfere with the ongoing business or operations of the Seller Group, (iii) the Seller shall have the right to have one or more of its representatives present at all times during any visits, examinations, discussions or contacts contemplated by this Section 6.2(a), (iv) such access or related activities would not cause a material violation of any Material Contract to which any member of the Seller Group is a party, (v) no Personal Information shall be disclosed or used other than in compliance with applicable privacy law and (vi) nothing herein shall require any member of the Seller Group or their representatives to furnish to Purchaser or provide Purchaser with access to information that (A) is subject to an attorney-client or an attorney work-product privilege, (B) legal counsel for the Seller Group reasonably concludes may give rise to antitrust or competition law issues or violate a protective order or otherwise may not be disclosed pursuant to applicable Law or (C) would cause significant competitive harm to the Seller Group if the Transactions are not consummated. Without limiting the generality of the foregoing, the Seller will make available to Purchaser true, correct and complete copies of each of the Assigned Contracts, together with all amendments thereto.

(b) Notwithstanding anything to the contrary contained in this Agreement, from the date of this Agreement until the Closing Date, Purchaser shall not, and shall cause its representatives not to, have any contact or discussions concerning any member of the Seller Group, the Business or the Transaction with any Person known by Purchaser to be a lender, borrower, creditor, guarantor, business partner, bank, landlord, tenant, supplier, customer, employee, manager, franchisee, distributer, noteholder, independent contractor or consultant to the Business or that has a material business relation with the Seller Group with respect to the Business, in each case, without the prior written consent of the Seller Access Contact (which consent may be withheld in the Seller's sole discretion and, if given, may be conditioned on the Seller Access Contact or his or her designee having the right to participate in any meeting or discussion); provided, that the foregoing shall not prohibit Purchaser and its Affiliates from discussing the foregoing with any such Persons to the extent that Purchaser and its Affiliates have an on-going material business relationship with such Persons.

(c) Any information provided to or obtained by Purchaser or its representatives, including pursuant to this Section 6.2 is confidential information and subject to the terms of, and the restrictions contained in, this Agreement. Notwithstanding any other provision of this Agreement to the contrary, to the extent necessary to comply with Treasury Regulations Section 1.6011-4(b)(3), each of the parties hereto (and any employee, representative, or other agent of such party) may disclose to any Governmental Authority the U.S. federal tax treatment and tax structure of any transactions contemplated by this Agreement.

(d) Notwithstanding anything to the contrary contained herein, nothing in this Section 6.2 shall limit the ability of the Parties or any of their respective Affiliates to make any disclosure to their respective tax advisors or any taxing authority.

6.3 Efforts to Consummate; Cooperation. Except as otherwise provided in this Agreement, each of the Parties agree to use its commercially reasonable efforts to cause the

Closing to occur as soon as possible after the date hereof, including satisfying the conditions precedent set forth in Article 8 applicable to such party including (a) defending against any Actions, judicial or administrative, challenging this Agreement or the consummation of the Transactions, (b) seeking to have any preliminary injunction, temporary restraining order, stay or other legal restraint or prohibition entered or imposed by any court or other Governmental Authority that is not yet final and nonappealable vacated or reversed, and (c) and executing any additional instruments reasonably requested by another party hereto (without cost or expense to the executing party) necessary to carry out the Transactions and to fully carry out the purposes of this Agreement; provided, however, that, for purposes of "commercially reasonable efforts" standard as required by this Section 6.3 or Section 6.4, (i) neither the Seller nor its Affiliates or representatives shall be required (A) to offer or grant any accommodation or concession (financial or otherwise) to any third party or to otherwise expend any money or suffer any detriment, (B) to expend any money to remedy any breach of any representation or warranty hereunder (unless, in each case of the foregoing clauses (A) and (B), Purchaser is willing to pay for such accommodation, concession or expenditure in immediately available funds), (C) to commence any Action, to waive or surrender any right, to modify any agreement (including any Assigned Contract), (D) to provide financing to Purchaser for the consummation of the Transactions, and (ii) neither Purchaser nor its Affiliates or representatives shall be required to offer or grant any accommodation or concession (financial or otherwise) to any third party or to otherwise expend any money or suffer any detriment, to expend any money to remedy any breach of any representation or warranty hereunder, to commence any Action, to waive or surrender any right, to modify any agreement (including any Assigned Contract), to provide financing to Seller for the consummation of the Transactions or expend such efforts to the extent such action would adversely affect Purchaser or any of its Affiliates. From and after the date hereof and prior to the Closing Date, the Seller and Purchaser shall reasonably cooperate to transfer to Purchaser as of the Closing Date all Permits included in the Transferred Assets. From and after the date hereof and prior to the Closing Date, in addition to the access to the Business contemplated by Section 6.2, the Seller and Purchaser shall reasonably cooperate in developing and monitoring the crop growing strategy, including but not limited to integrated pest management, climate strategy and crop handling. Such cooperation shall include weekly meetings with the Seller management team (to the extent they remain employed by Seller or its Affiliates), participation in internal discussions regarding the operational process and access to the Seller facilities during normal business hours upon reasonable prior request to enable such cooperation.

6.4 [RESERVED].

6.5 [RESERVED].

6.6 Public Announcements. Between the date of this Agreement and the Closing Date, except to the extent required by any applicable Law or Action (including the Bankruptcy Cases), neither Purchaser nor the Seller shall, and Purchaser and the Seller shall cause their respective Affiliates and representatives not to, directly or indirectly, issue any press release or public announcement of any kind without the prior written consent of Purchaser and the Seller; provided, however, that the Seller and its Affiliates may make announcements from time to time to their respective employees, customers, suppliers and other business relations and otherwise as the Seller may reasonably determine is necessary to comply with applicable Law or the requirements of this Agreement or any other agreement to which the Seller or any such Affiliate is a party or any securities exchange on which the securities of the Seller or any such Affiliate are listed. Purchaser and the Seller shall cooperate in good faith to prepare a joint press release to be issued on the Closing Date, the terms of which shall be mutually agreed upon by the parties.

6.7 **[RESERVED]**.

6.8 **Notification of Certain Matters**. Until the Closing, each party hereto shall promptly notify the other parties in writing of any fact, change, condition, circumstance or occurrence or nonoccurrence of any event of which it is aware that will or is reasonably likely to result in any of the conditions set forth in Article 8 becoming incapable of being satisfied.

6.9 **Transferred Employees; Employee Benefits**.

(a) Purchaser, in its sole and absolute discretion, may offer employment commencing on the Closing Date to any Business Employees. Subject to Section 6.9(b) below, those Business Employees to whom offers of employment are made, who accept such offer of employment within the time period set forth in the offer, and who commence employment as of the Closing Date shall be collectively referred to as the "**Transferred Employees**."

(b) Notwithstanding anything to the contrary in Section 6.9(a), in the case of any Business Employee to whom an offer is made and who is on inactive status or otherwise absent from employment on the Closing Date, such Business Employee shall have up to six (6) months after the Closing Date to report to Purchaser for active work, provided that such Business Employee provides acceptable medical, military or other type of release for regular work or work with reasonable accommodation, unless a longer period of leave is required under applicable Law as determined by Purchaser. Such individual who has fulfilled the requirements of this Section 6.9(b) shall be deemed to commence employment with Purchaser or an Affiliate thereof as of the date he or she commences active work with Purchaser and shall become a Transferred Employee as of such date.

(c) Purchaser shall provide, or cause to be provided, to each Transferred Employee for a period of one year following the Closing Date (or, except in the case of clause (iii), if earlier, until any termination of such Transferred Employee's employment with Purchaser or an Affiliate), or such longer period of time required by applicable Law, (i) base salary or wages, (ii) commissions, annual bonus and annual incentive pay opportunities, (iii) severance benefits and (iv) other aggregate employee benefits (excluding any defined benefit pension plans and retiree medical benefits, equity awards and long-term incentive awards, and change in control, transaction, retention or similar payments) that in each case are no less favorable in the aggregate than those provided to (x) the Transferred Employees immediately prior to the Closing or (y) similarly-situated employees of Purchaser (or its applicable Affiliate employing the Transferred Employees), as determined by Purchaser in its discretion.

(d) For purposes of eligibility, vesting and benefit accrual (other than accruals under a defined benefit pension plan or retiree medical plan, for purposes of qualifying for subsidized early retirement benefits or to the extent it would result in a duplication of benefits) under the employee benefit plans of Purchaser providing benefits to Transferred Employees (the "**Purchaser Plans**"), Purchaser shall take commercially reasonable efforts to credit each

Transferred Employee with his or her years of service with the Seller Group and any predecessor entities, to the same extent as such Transferred Employee was entitled immediately prior to the Closing to credit for such service under any similar Seller Plan. Purchaser shall take commercially reasonable efforts to (i) waive any preexisting condition, actively-at-work requirement and similar waiting periods or restrictions under any Purchaser Plans that provide health and welfare benefits ("**Purchaser Welfare Plans**") to the same extent that such conditions and waiting periods were waived or previously satisfied under the comparable Seller Plan immediately prior to the Closing Date, and (ii) cause such Purchaser Welfare Plans to honor any expenses incurred by such Transferred Employees and their eligible dependents under Seller Plans during the portion of the calendar year in which they become Transferred Employees for purposes of satisfying applicable deductible, co-insurance, maximum out-of-pocket, and similar expenses, to the same extent that such expenses were recognized under the comparable Seller Plan.

(e) Purchaser shall be responsible for and pay all medical, life insurance, disability and other welfare plan expenses and benefits for each Transferred Employee with respect to claims incurred by such Transferred Employees or their covered dependents after the Closing Date except for claims under Seller Plans.

(f) With respect to any accrued but unused vacation time and sick leave to which any Transferred Employee is entitled pursuant to the vacation and sick leave policy applicable to such Transferred Employee immediately prior to the Closing Date, and except as otherwise required by applicable Law, Purchaser shall allow such Transferred Employee to use such accrued vacation and sick leave following the Closing Date (provided that such accrued vacation and sick leave shall not be duplicative of the vacation and sick leave policy of Purchaser).

(g) Nothing herein expressed or implied is intended to confer on any Person other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Section 6.9, and no individual shall be deemed to be a third-party beneficiary with respect to this Section 6.9. Nothing contained in this Section 6.9 or elsewhere in this Agreement shall be construed to prevent the termination of employment of any individual Transferred Employee or any change in the employee benefits available to any individual Transferred Employee in a manner consistent with this Section 6.9 or shall be considered an amendment to any employee benefit plan.

6.10 Bankruptcy Matters. The Seller Group shall at all times be in compliance with all orders of the Bankruptcy Court, including without limitation the DIP Order.

ARTICLE 7
POST-CLOSING COVENANTS

7.1 Access to Information; Books and Records. From and after the Closing, and without prejudice to the obligations of Purchaser pursuant to Section 7.3(b), Purchaser and its Affiliates shall (i) afford the Seller Group and their respective representatives reasonable access, during normal business hours, upon reasonable advance notice and under reasonable circumstances, to the books and records of Purchaser and the Business shall permit the Seller Group and their respective representatives to examine and copy such books and records to the extent reasonably requested by such party and (ii) cause their representatives to furnish all information reasonably requested by any member of the Seller Group or their representatives in connection with financial or regulatory reporting, audit, third party litigation, preparing or filing of any Tax Return or the defense of any Tax claim or assessment or any other business purpose; provided, however, that nothing in this Section 7.1 shall require Purchaser or its Affiliates to furnish to the Seller Group or their respective representatives any material that is subject to an attorney-client or solicitor-client privilege or an attorney or solicitor work-product privilege or which may not be disclosed pursuant to applicable Law. Notwithstanding the foregoing, in the event that a dispute arises between Purchaser and a third party (other than the Designated Persons), the applicable Designated Person shall (and shall cause its Affiliates to) assert to the extent available any attorney-client or solicitor-client privilege or any attorney or solicitor work-product privilege or expectation of client confidence arising in connection with the Pre-Closing Privileges on behalf of the Designated Persons to prevent disclosure of any privileged materials to such third party. For a period of six years following the Closing Date, or such longer period as may be required by applicable Law or necessitated by applicable statutes of limitations, Purchaser shall, and shall cause its Affiliates to, maintain all such books and records in the jurisdiction in which such books and records were located prior to the Closing Date and shall not destroy, alter or otherwise dispose of any such books and records. On and after the end of such period, Purchaser shall, and shall cause its Affiliates to, provide the Seller with at least ten (10) Business Days prior written notice before destroying, altering or otherwise disposing any such books and records, during which period the Seller may elect to take possession, at its own expense, of such books and records. Within five (5) Business Days following the date of this Agreement, the Seller shall provide Purchaser with all environmental reports, surveys and other documents that encumber the Owned Real Property as may be reasonably requested by Purchaser and available to the Seller without significant effort.

7.2 Post-Closing Receipt and Possession of Assets; Dissolution of the Seller Group.

(a) After the Closing Date, the Seller shall transfer promptly to Purchaser from time to time (but in any event no less frequently than on a monthly basis) any payments constituting Transferred Assets received by the Seller Group. After the Closing Date, Purchaser shall transfer promptly to the Seller, from time to time (but in any event no less frequently than on a monthly basis), any payments constituting Excluded Assets, including any Accounts Receivable constituting Excluded Assets, received by Purchaser after the Closing.

(b) In the event that, after the Closing Date, Purchaser receives or otherwise is in possession of any other Excluded Asset, Purchaser shall promptly notify the Seller of its receipt or possession of such other Excluded Asset and transfer, at the Seller's expense, such Excluded Asset to the Seller. In the event that, after the Closing Date, the Seller receives or otherwise is in possession of any other Transferred Asset, the Seller shall promptly notify Purchaser of its receipt or possession of such other Transferred Asset and transfer, at Purchaser's expense (unless the Seller was required to transfer such Transferred Asset to Purchaser at Closing, in which case, and without limitation of any other remedies available to Purchaser, such transfer will be at the Seller's expense), such Transferred Asset to Purchaser.

(c) Purchaser and Seller agree to execute and deliver such other documents, certificates, agreements and other writings and to use reasonable best efforts to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement, to vest in Purchaser ownership of the Transferred Assets and good title to the Transferred Assets Free and Clear and to assure and evidence the assumption by Purchaser of the Assumed Liabilities.

(d) Following the Closing Date, the Seller and Purchaser shall reasonably cooperate to promptly liquidate, dissolve and wind up the Seller Group. Purchaser agrees that it will promptly take such actions as are reasonably requested by the Seller to assist in the liquidation, dissolution and winding up of the Seller Group so long as such actions do not require Purchaser to expend any money or make any funding in connection therewith.

7.3 Tax Matters.

(a) For purposes of this Agreement, with respect to any Transferred Asset, the Seller and Purchaser shall apportion the liability for Property Taxes for any Straddle Period applicable to such Transferred Asset in accordance with this Section 7.3(a). The Property Taxes described in this Section 7.3(a) shall be apportioned between the Seller and Purchaser as of the Closing Date, with Purchaser liable for that portion of the Property Taxes for a Straddle Period (i) with respect to any Property Taxes that are *ad valorem* taxes imposed on a periodic basis, equal to the Property Taxes for such Straddle Period *multiplied by* a fraction, the numerator of which is the number of days remaining in such Straddle Period after the Closing Date, and the denominator of which is the total number of days in such entire Straddle Period or (ii) with respect to any other Property Taxes, allocated to the portion of such Straddle Period beginning after the Closing Date based on an interim closing of the books as of the end of the Closing Date. The Seller shall be liable for that portion of the Property Taxes for a Straddle Period for which Purchaser is not liable under the preceding sentence. The party responsible under applicable Law for paying a Tax described in this Section 7.3(a) shall be responsible for administering the payment of such Tax.

(b) After the Closing, each of the Seller and Purchaser shall (and shall cause their respective Affiliates to):

(i) cooperate in preparing for and defending any audits or proceedings of or disputes with Governmental Authorities regarding any Tax Returns required to be filed by, or Taxes related to the Transferred Assets or the Business due from, the Seller for any Pre-Closing Tax Period or Straddle Period;

(ii) maintain and preserve until the expiration of the applicable statutes of limitations, and make available to the other parties as reasonably requested and to any Governmental Authority as reasonably required, all information, records and documents relating to Taxes related to the Transferred Assets or the Business for any Pre-Closing Tax Period or Straddle Period, and make employees available to the other parties as reasonably requested during business hours to supplement or explain such information, records and documents; and

(iii) furnish the other parties with copies of all correspondence received from any Governmental Authority in connection with any Tax audit, proceeding, assessment or information request relating to Taxes related to the Transferred Assets or the Business for a Pre-Closing Tax Period or Straddle Period, and furnish the other parties with copies of all records and documents relating to Taxes related to the Transferred Assets or the Business for a Pre-Closing Tax Period or Straddle Period that are proposed to be destroyed (and not otherwise in the possession of such other party).

(c) Purchaser shall pay, or cause to be paid, to the Seller the amount of any refunds of Taxes that are Excluded Liabilities paid by the Seller. Purchaser shall use commercially reasonable efforts, and shall cause its Affiliates to use commercially reasonable efforts, at Seller's expense, to take any action reasonably requested by the Seller in writing to pursue any claims for such refunds of the Seller. Purchaser shall make payment of any such refunds described in this Section 7.3(c), net of any reasonable costs and expenses (including Taxes) incurred by Purchaser and its Affiliates in obtaining such refunds, to the Seller within five (5) Business Days of receipt of the refund. If, in lieu of receiving any such refund, Purchaser or any of its Affiliates reduces a liability for Taxes with respect to a taxable period or portion thereof beginning after the Closing Date, Purchaser shall promptly pay or cause to be paid to the Seller the amount of such reduction in liability for Taxes less any reasonable costs and expenses (including Taxes) incurred by Purchaser and its Affiliates in obtaining such reduction.

(d) In the event of a conflict between the provisions of this Section 7.3 and the any other Section of this Agreement, this Section 7.3 shall govern and control with respect to Tax matters.

7.4 Legal Entity Names. To the extent that any member of the Seller Group uses or incorporates any Trademark that constitutes Owned Intellectual Property or any variation thereof (the "**Transferred Marks**") in their corporate or legal names following the Closing, such members of the Seller Group shall by no later than sixty (60) days after Closing, (a) dissolve such entities or (b) change the corporate and legal names of such entities to no longer use or incorporate such Transferred Marks.

ARTICLE 8
CONDITIONS PRECEDENT

8.1 Conditions to Each Party's Obligation. The respective obligations of the parties hereto to effect the Transactions are subject to the satisfaction (or, to the extent permitted by applicable Law, waiver by the Seller and Purchaser), at or prior to the Closing, of the following conditions:

(a) No Injunctions or Restraints. No Order or Law preventing the consummation of the Transactions shall be in effect.

(b) Sale Order. The Bankruptcy Court shall have entered the Sale Order and such Sale Order shall be a Final Order (unless such Final Order requirement is waived by the Seller and Purchaser in each of their respective sole discretions).

8.2 Conditions to Obligation of Purchaser. The obligations of Purchaser to effect the Transactions is subject to the satisfaction (or, to the extent permitted by applicable Law, waiver by Purchaser), at or prior to the Closing, of the following conditions:

(a) Representations and Warranties. (i) Each of the representations and warranties of the Seller set forth in Sections 3.1, 3.2, 3.16 and 3.17 shall be true and correct in all material respects as of the date hereof and as of the Closing Date as though made at and as of such time (other than representations and warranties as are made as of an earlier date, which shall be so true and correct as of such date) and (ii) each of the other representations and warranties of the Seller set forth in Article 3 shall be true and correct in all respects (without giving effect to any qualifications or limitations as to "materiality", "Material Adverse Effect" or words of similar import set forth therein) as of the date hereof and as of the Closing Date as though made at and as of such time (other than such representations and warranties as are made as of an earlier date, which shall be so true and correct as of such date), in the case of this clause (ii), except where the failure of such representations and warranties to be so true and correct would not have, individually or in the aggregate, a Material Adverse Effect.

(b) Performance of Covenants and Obligations. The Seller shall have performed or complied in all material respects with all obligations and covenants required to have been performed or complied with by it under this Agreement at or prior to the Closing.

(c) Closing Deliverables. The Seller shall have delivered to Purchaser the closing deliveries required to be delivered by the Seller pursuant to Section 2.8.

(d) No Material Adverse Effect. Since the date of this Agreement, there shall not have occurred any event, occurrence, change, condition, circumstance, development or effect that, individually or in the aggregate, has had, or would reasonably be expected to have, a Material Adverse Effect.

8.3 Conditions to Obligations of the Seller. The obligation of the Seller to effect the Transactions is subject to the satisfaction (or, to the extent permitted by applicable Law, waiver by the Seller), at or prior to the Closing, of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties of Purchaser set forth in Article 4 shall be true and correct in all material respects (without giving effect to any qualifications or limitations as to "materiality" or words of similar import set forth therein) as of the Closing as though made at and as of such time (other than such representations and warranties as are made as of an earlier date, which shall be so true and correct as of such date), except where the failure of such representations and warranties to be so true and correct would not, individually or in the aggregate, (i) have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement or (ii) otherwise prevent, hinder or delay the consummation of the Transactions.

(b) Performance of Covenants and Obligations of Purchaser. Purchaser shall have performed or complied in all material respects with all obligations and covenants required to have been performed or complied with by it under this Agreement at or prior to the Closing, except to the extent of changes or developments contemplated by the terms of this Agreement or caused by the Transactions.

(c) Closing Deliverables. Purchaser shall have delivered to the Seller the closing deliveries required to be delivered by Purchaser pursuant to Section 2.8.

8.4 Waiver of Condition; Frustration of Conditions. All conditions to the Closing shall be deemed to have been satisfied or waived from and after the Closing. Neither Purchaser nor the Seller may rely on the failure of any condition set forth in this Article 8, as applicable, to be satisfied if such failure was caused by such party's failure to use, as required by this Agreement, its reasonable best efforts to consummate the Transactions.

ARTICLE 9
TERMINATION

9.1 Events of Termination. Notwithstanding anything to the contrary, this Agreement may be terminated, and the Transactions may be abandoned at any time prior to the Closing:

(a) by mutual written consent of Purchaser and the Seller;

(b) by Purchaser or the Seller by written notice to Purchaser or the Seller from the other, if the Sale Order has not been entered by the Bankruptcy Court on or before the Outside Date;

(c) by Purchaser or the Seller, by written notice to Purchaser or the Seller from the other, if (i) the Bankruptcy Court shall enter an order approving a Competing Bid or any sale or other disposition of all or substantially all of the Transferred Assets to a Person other than Purchaser (each, an "**Alternate Transaction**") and (ii) either (A) Purchaser is not serving as the Back-Up Bid or (B) such Alternate Transaction is consummated;

(d) by Purchaser if the Seller (i) withdraws the Sale Motion, or publicly announces its intention to withdraw such motion, (ii) moves to voluntarily dismiss the Bankruptcy Cases, (iii) moves for conversion of the Bankruptcy Cases to Chapter 7 of the Bankruptcy Code, or (iv) moves for appointment of an examiner with expanded powers pursuant to Section 1104 of the Bankruptcy Code or a trustee in the Bankruptcy Cases;

(e) by Purchaser, by written notice from Purchaser to the Seller, if there has been a breach or inaccuracy of a covenant, representation or warranty made by the Seller in this Agreement, such that the conditions in Section 8.1 or Section 8.2 are not capable of being satisfied and which breach is incapable of being cured or, if capable of being cured, has not been cured by the Seller prior to the earlier of (i) thirty (30) Business Days after receipt of written notice from Purchaser requesting such breach be cured or (ii) the Outside Date; provided, however, that the right to terminate this Agreement pursuant to this Section 9.1(e) shall not be available to Purchaser if the failure of Purchaser to fulfill any of its obligations under this Agreement has been the primary cause of, or resulted in, such breach, or if the conditions in Section 8.1 or Section 8.3 are not capable of being satisfied because there is then a breach or inaccuracy of a covenant, representation or warranty made by Purchaser in this Agreement;

(f) by Purchaser, upon the occurrence of any Default or Event of Default (each as defined in the DIP Loan Agreement) under the DIP Loan Agreement, any termination or acceleration (as applicable) of the obligations and/or commitments under the DIP Loan Agreement, or any breach of or non-compliance with any provision of the Interim Order (as defined in the DIP Loan Agreement, Final Order (as defined in the DIP Loan Agreement) or DIP Loan Agreement;

(g) by the Seller, by written notice from the Seller to Purchaser, if there has been a breach or inaccuracy of a covenant, representation or warranty made by Purchaser in this Agreement, such that the conditions in Section 8.1 or Section 8.3 are not capable of being satisfied and which breach is incapable of being cured or, if capable of being cured, has not been cured by Purchaser prior to the earlier of (i) thirty (30) Business Days after receipt of written notice from the Seller requesting such breach be cured or (ii) the Outside Date; provided, however, that the right to terminate this Agreement pursuant to this Section 9.1(f) shall not be available to the Seller if the failure of the Seller to fulfill any of its obligations under this Agreement has been the primary cause of, or resulted in, such breach, or if the conditions in Section 8.1 or Section 8.3 are not capable of being satisfied because there is then a breach or inaccuracy of a covenant, representation or warranty made by the Seller in this Agreement;

(h) by Purchaser or the Seller, by written notice from Purchaser or the Seller to the other, if any Governmental Authority shall have issued an Order, enacted any Law or taken any other action restraining, enjoining or otherwise prohibiting the consummation of the Transactions and, in the case of Orders and other actions, such Order or other action shall have become Final Orders; provided, however, that the right to terminate this Agreement pursuant to this Section 9.1(g) shall not be available to the party seeking to terminate if any action of such party or any failure of such party to act has contributed to such Order or other action and such action or failure constitutes a breach of this Agreement; or

(i) by Purchaser or the Seller, by written notice from Purchaser or the Seller to the other, if the Closing has not occurred on or prior to the date that is 75 days after the date hereof (the "**Outside Date**"); provided, however, that the party exercising the right to terminate this Agreement pursuant to this Section 9.1(h) shall not have been responsible for such failure of the Closing to occur through a breach or inaccuracy of a covenant, representation or warranty contained in this Agreement.

9.2 **Effect of Termination**.

(a) In the event that this Agreement shall be terminated pursuant to Section 9.1, (i) Purchaser shall, and shall ensure that its Representatives shall, destroy all confidential information and (ii) all further obligations of the parties hereto under this Agreement shall terminate without further Liability or obligation to the other parties hereto; provided, however, that, notwithstanding the foregoing, the Liabilities and obligations under Section 2.9(c), Section 6.2(c), this Section 9.2, and Article 10 shall continue in full force and effect.

(b) Notwithstanding anything to the contrary in this Agreement, in the event of valid termination of this Agreement pursuant to Section 9.1, (i) the Seller's Liability hereunder for any and all breaches of this Agreement prior to such termination of this Agreement shall be capped at an amount equal to $20,000,000.00, and (ii) no such termination shall relieve Purchaser from any Liability hereunder for any and all breaches of this Agreement prior to such termination of this Agreement (including if this Agreement is terminated by the Seller pursuant to Section 9.1(f)), the Seller shall be entitled to all remedies available at law or in equity; *provided* that nothing in this Section 9.2(b) shall limit Seller's right to seek specific performance in accordance with Section 10.13.

ARTICLE 10
GENERAL PROVISIONS

10.1 **Survival of Representations, Warranties and Covenants**. All covenants and agreements contained in this Agreement that by their term are to be performed in whole or in part, or which prohibit actions, subsequent to Closing shall, solely to the extent such covenants and agreements are to be performed, or prohibit actions, subsequent to Closing, survive the Closing in accordance with their terms until fully performed or satisfied. All other covenants and agreements contained herein, and all representations and warranties contained herein or in any certificated deliveries hereunder shall not survive Closing and shall therefor terminate, including any Action for damages in respect of any breach or inaccuracy thereof. Notwithstanding the foregoing, the provisions of Section 2.9(c), Section 6.2, Article 7, Section 9.2 and this Article 10 shall survive the Closing.

10.2 **Entire Agreement**. This Agreement, including the Schedules hereto and the Related Documents, contain the entire understanding of the parties hereto with respect to the subject matter contained herein and therein. This Agreement supersedes all prior and contemporaneous agreements, arrangements, contracts, discussions, negotiations, undertakings and understandings (including any letters of intent or term sheets), whether written or oral, among the parties with respect to such subject matter (other than, for the avoidance of doubt, the Related Documents) or any prior course of dealings. The parties hereto have voluntarily agreed to define their rights, Liabilities and obligations respecting the Transactions exclusively in contract pursuant to the express terms and conditions of this Agreement and the Related Documents, and the parties hereto expressly disclaim that they are owed any duties or entitled to any remedies not expressly set forth in this Agreement and the Related Documents. Furthermore, the parties each hereby acknowledge that this Agreement and the Related Documents embody the justifiable expectations of sophisticated parties derived from arm's-length negotiations, and all parties to this Agreement and the Related Documents specifically acknowledge that no party has any special relationship with another party that would justify any expectation beyond that of an ordinary purchaser and an ordinary seller in an arm's-length transaction. The sole and exclusive remedies for any Related Claims shall be those remedies available at law or in equity for breach of contract only (as such contractual remedies have been further limited or excluded pursuant to the express terms of this Agreement); and the parties hereby agree that neither party hereto shall have any remedies or cause of action (whether in contract or in tort or otherwise) of any statements, communications, disclosures, failures to disclose, representations or warranties not set forth in this Agreement. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall limit any claim, recourse or remedy in respect of fraud.

10.3 **Amendment; No Waiver**. This Agreement and the Related Documents may be amended, supplemented or changed, and any provision hereof or thereof can be waived, only by a written instrument making specific reference to this Agreement (and, if applicable, the Related Documents) executed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought. The waiver by any party of a breach of any provision of this Agreement or the Related Documents shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

10.4 **Severability; Specific Versus General Provisions**. Whenever possible, each provision of this Agreement and the Related Documents shall be interpreted in such manner as to be effective and valid under applicable Law, but if any term or other provision of this Agreement or the Related Documents is invalid, illegal, or incapable of being enforced by any Law or public policy, all other terms or provisions of this Agreement and the Related Documents shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, in whole or in part, such term or provision is hereby deemed modified to give effect to the original written intent of the parties to the greatest extent consistent with being valid and enforceable under applicable Law. No party hereto shall assert, and each party shall cause its respective Affiliates or related parties not to assert, that this Agreement or any part hereof is invalid, illegal or unenforceable. Notwithstanding anything to the contrary, to the extent that a representation, warranty, covenant or agreement of the Seller contained in this Agreement or the Schedules (each, a "**Provision**") addresses a particular issue with specificity (a "**Specific Provision**"), and no breach by the Seller exists under such Specific Provision, the Seller shall not be deemed to be in breach of any other Provision (with respect to such issue) that addresses such issue with less specificity than the Specific Provision, and if such Specific Provision is qualified or limited by the Seller's Knowledge, or in any other manner, no other Provision shall supersede or limit such qualification in any manner. No disclosure on a Schedule relating to a possible breach or violation of any Contract, Law or Order or the existence of any Lien shall be construed as an admission or indication that a breach or violation exists or has actually occurred or a Lien actually exists.

10.5 **Expenses and Obligations**. Except as otherwise provided in this Agreement, all costs and expenses incurred by the parties hereto in connection with the Transactions, including the costs, expenses and disbursements of counsel and accountants, shall be borne solely and entirely by the party that has incurred such expenses.

10.6 **Notices**. All notices, consents, waivers, and other communications under this Agreement or the Related Documents must be in writing and will be deemed to have been duly given (a) if personally delivered, on the date of delivery, (b) if delivered by express courier service of national standing for next day delivery (with charges prepaid), on the Business Day following the date of delivery to such courier service, (c) if delivered by electronic mail (unless the sender receives an automated message that the email has not been delivered) on the date of transmission if on a Business Day before 5:00 p.m. local time of the business address of the recipient party (otherwise on the next succeeding Business Day) and (d) if deposited in the United States mail, first-class postage prepaid, on the date of delivery, in each case to the appropriate addresses or email addresses set forth below (or to such other addresses or facsimile numbers as a party may designate by notice to the other parties in accordance with this Section 10.6):

If to Purchaser:

c/o One Madison Group LLC
3 East 28th St, Floor 8
New York, NY 10010
Attention: David Murgio
Email: dmurgio@onemadisongroup.com

with a copy to (which will not constitute notice):

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attention: Brian Resnick
Jonah Peppiatt
Amber Leavy
Email: brian.resnick@davispolk.com
jonah.peppiatt@davispolk.com
amber.leavy@davispolk.com

and

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Attention: Benjamin Beller
Email: bellerb@sullcrom.com

If to the Seller:

Plenty Unlimited Inc.
570 Eccles Avenue
South San Francisco, CA 94080
Attention: Kei Nishimura

with a copy to (which will not constitute notice):

Sidley Austin LLP
2021 McKinney Ave.
Suite 2000
Dallas, TX 75201
Attention: Anthony Grossi
Scott Parel

Email: agrossi@sidley.com
sparel@sidley.com

10.7 **Counterparts**. This Agreement may be executed in two or more counterparts (any of which may be delivered by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in .PDF format, or other agreed format shall be sufficient to bind the parties to the terms and conditions of this Agreement. Minor variations in the form of the signature page, including footers from earlier versions of this Agreement or any Related Document, shall be disregarded in determining the party's intent or the effectiveness of such signature.

10.8 **Governing Law.** This Agreement, the Related Documents and all Related Claims shall be governed by the internal laws of the State of Delaware (including its statute of limitations), without giving effect to any choice or conflict of law principles or rules that would cause the application of the Laws of any other jurisdiction.

10.9 **Submission to Jurisdiction; Consent to Service of Process**.

(a) Without limiting any party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to interpret and enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any Related Document, any breach or default hereunder or thereunder, or the Transactions, and (ii) any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated in Section 10.6; provided, however, that if the Bankruptcy Cases have closed, the parties agree to irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of Texas over all Related Claims, and each party hereto hereby irrevocably agrees that all Related Claims may be heard and determined in such courts. The parties hereto hereby irrevocably and unconditionally waive, to the fullest extent permitted by applicable Law, any objection which they may now or hereafter have to the laying of venue of any such Related Claim brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties hereto agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each of the parties hereto hereby consents to process being served by any party to this Agreement in any Related Claim by the delivery of a copy thereof in accordance with the provisions of Section 10.6 (other than by email) along with a notification that service of process is being served in conformance with this Section 10.9(b). Nothing in this Agreement will affect the right of any party to serve process in any other manner permitted by Law.

10.10 **Waiver of Jury Trial**. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT, THE RELATED DOCUMENTS OR ANY RELATED CLAIMS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING OR RELATED CLAIM BROUGHT BY OR AGAINST IT, DIRECTLY OR INDIRECTLY ARISING OUT OF OR

RELATING TO THIS AGREEMENT, THE RELATED DOCUMENTS OR ANY RELATED CLAIMS.

10.11 **Rights Cumulative**. All rights and remedies of each of the parties under this Agreement and the Related Documents will be cumulative, and the exercise of one or more rights or remedies will not preclude the exercise of any other right or remedy available under this Agreement, the Related Documents or applicable Law.

10.12 **Assignment**. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors by operation of law and permitted assigns of the parties hereto. No assignment of this Agreement or any of the rights, interests or obligations under this Agreement may be made by any party hereto at any time, whether or not by operation of law, without the prior written consent of the Seller and Purchaser, and any attempted assignment without the required consent shall be void; provided, however, that (a) Purchaser may assign (i) any of its rights or delegate any of its duties under this Agreement to any of its Affiliates, and (ii) its rights, but not its duties, under this Agreement to any of its financing sources and (b) the Seller may assign any of its rights or delegate any of its duties under this Agreement (i) to any of its Affiliates and (ii) for collateral security purposes to any lender of the Seller or its Affiliates; provided, further, however, that, in each case, such assignment shall not release Purchaser from its obligations under this Agreement and the Seller shall have no obligation to pursue remedies against any assignee of Purchaser before proceeding against Purchaser for any breach of Purchaser's obligations hereunder.

10.13 **Specific Enforcement; Remedies**. The parties hereto agree that irreparable damage (for which monetary relief, even if available, would not be an adequate remedy) would occur in the event that any of the provisions of this Agreement were not performed by the parties hereto in accordance with their specific terms or were otherwise breached. It is accordingly agreed that (i) Purchaser, on the one hand, and the Seller, on the other hand, shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction without proof of damages or otherwise and that this shall include the right of the Seller to cause Purchaser to fully perform the terms of this Agreement to the fullest extent permissible pursuant to this Agreement and applicable Laws and to thereafter cause this Agreement and the Transactions to be consummated on the terms and subject to the conditions thereto set forth in this Agreement, and (ii) the right of specific performance and other equitable relief is an integral part of the Transactions and without that right, neither the Seller nor Purchaser would have entered into this Agreement. Remedies shall be cumulative and not exclusive and shall be in addition to any other remedies which any party may have under this Agreement. Each of the parties hereto hereby (A) waives any defenses in any action for specific performance, including the defense that a remedy at law would be adequate, (B) waives any requirement under any Law to post a bond or other security as a prerequisite to obtaining equitable relief and (C) agrees not to assert that a remedy of specific performance or other equitable relief is unenforceable, invalid, contrary to law or inequitable for any reason, and not to assert that a remedy of monetary damages would provide an adequate remedy or that the parties otherwise have an adequate remedy at law. Notwithstanding anything to the contrary, in no event shall this Section 10.13 be used, alone or together with any other provision of this Agreement, to require the Seller to remedy any breach of any representation or warranty of the Seller.

10.14 **Third-Party Beneficiaries**. Except as set forth in Section 9.2(b) (with respect to the released parties identified therein), Section 10.15 (with respect to the Nonparty Affiliates), Section 10.16 (with respect to the released parties identified therein), Section 10.17 (with respect to the Sellers' Group Members) and the next sentence, nothing in this Agreement, express or implied, is intended to confer upon any Person other than the parties hereto any rights or remedies of any nature whatsoever under or by reason of this Agreement. From and after the Closing, all of the Persons identified as third-party beneficiaries in the first sentence of this Section 10.14 shall be entitled to enforce such provisions and to avail themselves of the benefits of any remedy for any breach of such provisions, all to the same extent as if such Persons were parties to this Agreement. The representations and warranties in this Agreement are the product of negotiations among the parties hereto and are for the sole benefit of the parties hereto. Any inaccuracies in such representations and warranties are subject to waiver by the parties hereto in accordance with this Agreement without notice or Liability to any other Person. In some instances, the representations and warranties in this Agreement may represent an allocation among the parties hereto of risks associated with particular matters regardless of the knowledge of any party hereto. Consequently, Persons other than the parties hereto may not rely upon the representations and warranties in this Agreement as characterizations of actual facts or circumstances as of the date of this Agreement or as of any other date.

10.15 **No Personal Liability of Directors, Officers and Owners**. All Related Claims may be made only against (and are those solely of) the entities that are expressly identified as parties in the preamble to this Agreement (each, a "**Contracting Party**," and collectively, the "**Contracting Parties**"). No Person who is not a Contracting Party, including any current, former or future director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney, representative or assignee of, or any financial advisor or lender to, any Contracting Party, or any current, former or future director, officer, employee, incorporator, member, partner, manager, stockholder, Affiliate, agent, attorney, representative or assignee of, or any financial advisor or lender to, any of the foregoing (each, a "**Nonparty Affiliate**," and collectively, "**Nonparty Affiliates**"), shall have any Liability pursuant to any Related Claim; and, to the maximum extent permitted by Law, each Contracting Party hereby waives and releases all such Liabilities, claims, causes of action, and obligations against any such Nonparty Affiliates. Without limiting the foregoing, to the maximum extent permitted by Law, (a) each Contracting Party hereby waives and releases any and all rights, claims, demands, or causes of action that may otherwise be available at Law or in equity, or granted by statute, to avoid or disregard the entity form of a Contracting Party or otherwise impose Liability of a Contracting Party on any Nonparty Affiliate, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization, or otherwise; and (b) each Contracting Party disclaims any reliance upon any Nonparty Affiliates with respect to the performance of this Agreement or any representation or warranty made in, in connection with, or as an inducement to this Agreement or the Related Documents.

10.16 **General Release**.

(a) Effective as of the Closing, the Seller, on behalf of itself, its Affiliates and each of their respective successors and assigns (each of the foregoing, a "**Seller Releasing Party**"), hereby fully, irrevocably and unconditionally releases and forever discharges Purchaser and its respective past and present directors, managers, officers, employees, agents, stockholders, members, representatives and Affiliates from and against, and covenants that it will not (directly or indirectly) assert any claim or proceeding of any kind before any Governmental Authority based upon, any and all claims, Actions, causes of action, suits, rights, debts, agreements, Losses and demands whatsoever and all consequences thereof, known or unknown, actual or potential, suspected or unsuspected, fixed or contingent, both in law and in equity, whether existing as of the Closing or arising thereafter, that a Seller Releasing Party has or may have, now or in the future, arising out of, relating to, or resulting from any act or omission, error, negligence, breach of contract, tort, violation of law, matter or cause whatsoever from the beginning of time to the Closing Date. The foregoing sentence shall not be deemed to be a release or waiver by a Seller Releasing Party of any Action it may have under this Agreement or any of the other Related Documents.

(b) Effective as of the Closing, Purchaser, on behalf of itself, its Affiliates and each of their respective successors and assigns (each of the foregoing, a "**Purchaser Releasing Party**"), hereby fully, irrevocably and unconditionally releases and forever discharges Seller, its Affiliates and its and their respective past and present directors, managers, officers, employees, agents, stockholders, members, representatives and Affiliates from and against, and covenants that it will not (directly or indirectly) assert any claim or proceeding of any kind before any Governmental Authority based upon, all claims, Actions, causes of action, suits, rights, debts, agreements, Losses and demands whatsoever and all consequences thereof, known or unknown, actual or potential, suspected or unsuspected, fixed or contingent, both in law and in equity, whether existing as of the Closing or arising thereafter, that a Purchaser Releasing Party has or may have, now or in the future, arising out of, relating to, or resulting from any act or omission, error, negligence, breach of contract, tort, violation of law, matter or cause whatsoever from the beginning of time to the Closing Date. The foregoing sentence shall not be deemed to be a release or waiver by a Purchaser Releasing Party of any Action it may have under this Agreement or any of the other Related Documents.

(c) The Parties expressly waive and relinquish any and all provisions, rights, and benefits conferred by California Civil Code § 1542 or any similar law of any state or territory of the United States or any principle of common law that is similar, comparable or equivalent to California Civil Code § 1542.

10.17 **Legal Representation**. Purchaser and the Seller acknowledge and agree that the Law Firm has represented the Seller Group in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the Related Documents and the consummation of the Transactions, and that the Seller, its Affiliates and its partners, officers, directors and representatives (each, a "**Seller Group Member**," and collectively, the "**Seller Group Members**") have a reasonable expectation that the Law Firm will represent them in connection with any Action involving any Seller Group Member, on the one hand, and Purchaser or any of its Affiliates and representatives (each, a "**Purchaser Group Member**," and collectively, the "**Purchaser Group Members**"), on the other hand, arising under this Agreement, the Related Documents or the Transactions. Purchaser hereby, on behalf of itself and the other Purchaser Group Members, irrevocably: (a) acknowledges and agrees that any attorney-client privilege, solicitor-client privilege, work product or other attorney-client or solicitor-client confidential information ("**Attorney-Client Information**") arising from communications prior to the Closing between the Seller (including any one or more officers, directors or stockholders of the Seller), on the one hand, and the Law Firm, on the other hand, are not included in the property, rights, privileges, powers, franchises and other interests that are possessed by or vested in the Business or the Transferred Assets, that any such Attorney-Client Information shall be deemed property of, and controlled solely by, the Seller for the benefit and on behalf of the Seller Group Members and, upon request, convey and transfer any Attorney-Client Information to the Seller; (b) acknowledge and agree that the Seller Group Members shall have the right to retain, or cause the Law Firm to retain, any such documentation or information in the possession of the Law Firm or the Seller Group Members at the Closing; (c) agree not to access, retain or use any documentation or information constituting Attorney-Client Information and that no Purchaser Group Member shall have any right to waive any attorney-client privilege or other right to confidentiality with respect to such Attorney-Client Information; (d) disclaim the right to assert a waiver by any Seller Group Member with regard to the attorney-client privilege, solicitor-client privilege or other right to confidentiality with respect to such Attorney-Client Information solely due to the fact that such documentation or information is physically in the possession of Purchaser after the Closing; (e) consent to the Law Firm's representation after the Closing of any Seller Group Member in any Action that may relate to a Purchaser Group Member or the Transactions and consent to and waive any conflict of interest arising therefrom without the need for any future waiver or consent; and (f) consent to the disclosure by the Law Firm to any Seller Group Member of any documentation or information obtained by the Law Firm during the course of its representation of the Seller or any Affiliate prior to the Closing, whether related to this Agreement, the Related Documents, the Transactions or otherwise, whether or not such disclosure is made prior to or after the Closing and whether or not the documentation or information disclosed is subject to any attorney-client privilege, solicitor-client privilege or confidentiality obligation to any Seller, any Affiliate of the Seller or any other Person. In the event that any Action arises after the Closing between any Purchaser Group Member and a Person other than a Seller Group Member, such Purchaser Group Member shall not disclose any documentation or information that is subject to an attorney-client privilege or other rights of confidentiality referenced in this Section 10.17 without the prior written consent of the applicable Seller; provided, however, that if such Purchaser Group Member is required by judicial order or other legal process to make such disclosure, such Purchaser Group Member shall promptly notify the applicable Seller in writing of such requirement (without making disclosure) and shall provide the Seller with such cooperation and assistance as shall be necessary to enable the Seller to prevent disclosure by reason of such attorney-client privilege, solicitor-client privilege or other rights of confidentiality. This Section 10.17 is for the benefit of the Seller Group Members and such Persons are intended third-party beneficiaries of this Section 10.17.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

PURCHASER:

One Madison Group – Pluto, LLC

By:________________________________
Name:
Title:

SELLER:

Plenty Unlimited, Inc.

By:________________________________
Name:
Title:

Exhibit 3

Sale Notice

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

In re: PLENTY UNLIMITED TEXAS LLC, *et al.*[1] Debtors.	Chapter 11 Case No. 25-90105 (CML) (Jointly Administered)

NOTICE OF PROPOSED SALE
TRANSACTION, AUCTION, AND SALE HEARING

PLEASE TAKE NOTICE OF THE FOLLOWING:

On March 23, 2025, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed with the United States Bankruptcy Court for the Southern District of Texas (the "Court") a motion (the "Motion") seeking, among other things, entry of an order: (a) approving the proposed bid procedures (the "Bid Procedures")[2] by which the Debtors will solicit and select the highest or otherwise best bid for the sale or disposition of some or all of the Assets and/or New Equity Interests (each as defined below) (any such sale or disposition, a "Sale Transaction") and authorizing the Sale Transaction(s); (b) approving the selection of the Stalking Horse Bidder and authorizing Debtors' entry into the Stalking Horse Agreement; (c) scheduling an auction of the Assets (the "Auction") and a hearing for the approval of any Sale Transaction (the "Sale Hearing"); (d) approving the form and manner of notice for sale of the Assets, the Auction, and the Sale Hearing; (e) approving procedures for the assumption or assumption and assignment of executory contracts or unexpired leases in a Sale Transaction (collectively, the "365 Contracts"), and the Debtors' calculation of the amount necessary to cure any monetary defaults under such 365 Contracts (the "Cure Amounts"); and (f) granting related relief.

On March 24, 2025, the Court entered the *Order (I) (A) Approving Bid Procedures; (B) Approving the Selection of Stalking Horse Bidder and Authorizing the Debtors' Entry into the Stalking Horse Agreement; (C) Scheduling Auction and Sale Hearing; (D) Approving Sale Notices; (E) Approving Assumption and Assignment Procedures; and (II) Granting Related Relief* [Docket No. [●]] (the "Bid Procedures Order").

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[1] The Debtors in these chapter 11 cases, together with the last four digits of each of the Debtors' federal tax identification numbers, are: Plenty Unlimited Texas LLC (3500); Plenty Unlimited Inc. (0916); MJNN LLC (N/A); White Farms LLC (N/A); Blue Gardens LLC (8487); Bright Agrotech, Inc. (4106); and P F2 VA LLC (9633). The Debtors' service address is 1461 Commerce Drive, Laramie, WY 82070.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Bid Procedures or Motion, as applicable.

Description of the Sale Package

The Debtors seek the highest or otherwise best offer(s) for the sale or disposition of some or all of (i) the equity interests (the "New Equity Interests") to be issued by the Debtors as reorganized, or any successor or assignee thereto, by merger, consolidation, or otherwise, on and after the effective date of a chapter 11 plan, and/or (ii) their assets including: (A) the Debtors' Virginia strawberry farm facility and related assets (collectively, the "Virginia Assets"), (B) the Debtors' Wyoming research and development facility and related assets (collectively, the "Wyoming Assets"), and (C) certain remaining assets and intellectual property owned by the Debtors (the "Other Assets" and together with the Virginia Assets and the Wyoming Assets, collectively, the "Assets"), in each case under section 363 of the Bankruptcy Code and/or pursuant to a chapter 11 plan.

Virginia Assets: The Debtors will offer for sale the Virginia Assets in accordance with these Bid Procedures. For the avoidance of doubt, with respect to the Virginia Assets, to the extent the Debtors do not receive Qualified Bids (as defined below) for all of the Virginia Assets, the Debtors reserve the right not to consider or otherwise to proceed to an Auction for such bids.

Wyoming Assets: The Debtors will offer for sale the Wyoming Assets in accordance with these Bid Procedures. For the avoidance of doubt, with respect to the Wyoming Assets, to the extent the Debtors do not receive Qualified Bids (as defined below) for all of the Wyoming Assets, the Debtors reserve the right not to consider or otherwise to proceed to an Auction for such bids.

Other Assets: The Debtors will offer for sale the Other Assets in accordance with these Bid Procedures through a sale of (a) all of the Debtors' Other Assets; or (b) particular assets representing a portion of the Other Assets (each such bid, an "Other Assets Partial Bid"). For the avoidance of doubt, with respect to Other Assets Partial Bids, to the extent the Debtors do not receive Qualified Bid(s) (as defined below) for all of the Other Assets, the Debtors reserve the right not to consider or otherwise proceed to an Auction for such bids.

The Debtors reserve the right to not consider Qualified Bid(s) for the New Equity Interests, the Virginia Assets, the Wyoming Assets, or the Other Assets or to determine to not proceed to an Auction or Sale Hearing for such Qualified Bid(s) if the aggregate value of such Qualified Bid(s) does not exceed an amount necessary to, among other things, fund plan distributions, fund working capital, and satisfy all outstanding DIP Obligations in full in cash on the closing date of such Sale Transaction.

Important Dates and Deadlines:

Bid Deadlines:

A Qualified Bidder (as defined in the Bid Procedures) that desires to make a bid for the Sale Package shall deliver an electronic copy of its conforming bid (via email, in PDF or similar format) to the Debtors and their advisors so as to be **actually received** on or before no later than **April 24, 2025** (the "Bid Deadline").

The Debtors may extend the Bid Deadline by a reasonable period of time if the Debtors believe that such extension would further the goal of attaining the highest or otherwise best offer for the Assets. If the Debtors extend the Bid Deadline, the Debtors will promptly notify all Potential Bidders and Qualified Bidders (including the Stalking Horse Bidder) of such extension.

Auction:

If the Debtors receive two or more Qualified Bids by the applicable Bid Deadline, the Debtors may, after consultation with the Consultation Parties, conduct an Auction to determine the Successful Bidder or Back-Up Bidder, as applicable, for such Sale Transaction. In such event, the Debtors shall evaluate Qualified Bids and identify the Qualified Bid that is, in the Debtors' business judgment, the highest or otherwise best Qualified Bid or combination of Qualified Bids (the "Starting Bid"). When determining the highest or otherwise best Qualified Bid, as compared to other Qualified Bids, the Debtors may consider the following factors, in addition to any other factors that the Debtors deem appropriate and/or relevant to the value of the Qualified Bid to the Debtors' estates: (a) the amount and nature of the total consideration; (b) the likelihood of the Qualified Bidder's ability to close a Sale Transaction and the timing thereof; (c) the net economic effect of any changes to the value to be received by each of the Debtors' estates from the Sale Transaction contemplated by the Qualified Bid; and (d) the tax consequences of such Qualified Bid. Prior to the start of the Auction, the Debtors shall notify all Qualified Bidders, including the Stalking Horse Bidder as to which Qualified Bid is the applicable Starting Bid for the Auction. At such time, the Debtors shall also distribute copies of the Starting Bid to each Qualified Bidder, including the Stalking Horse Bidder.

If an Auction is held, such Auction shall take place, in person, on **April 28, 2025.** The Auction shall be conducted in a timely fashion according to the procedures set forth in the Bid Procedures.

Following the Auction, the Debtors shall file the Post-Auction Notice.

Assumption and Assignment of 365 Contracts:

The Debtors shall file a list of 365 Contracts proposed to be assumed or assumed and assigned to the Successful Bidder or Back-Up Bidder, as applicable, or its designee in connection with the Sale Transaction.

365 Contract Objection Deadline:

Objections with respect to the Debtors' proposed Cure Amount, the assumption or assignment of the 365 Contract, or the ability of the Successful Bidder to provide adequate assurance of future performance to counterparties of Contracts shall be filed with the Court not later than **4:00 p.m. (prevailing Central Time) on May 6, 2025.**

Sale Objection Deadline:

Objections (the "Objections") to (a) consummation of a Sale Transaction, if any, (b) the manner in which an Auction was conducted, and (c) the identity of the Successful Bidder or Back-Up Bidder, shall be filed with the Court not later than **4:00 p.m. (prevailing Central Time) on May 6, 2025**. Any Objections not resolved prior to the Sale Hearing shall be argued at the Sale Hearing or such other time as set by the Court.

Sale Hearing:

Unless the Debtors file and serve a revised notice, the Sale Hearing to approve any Transaction shall be held via a hybrid hearing before the Honorable Christopher M. Lopez on **May 14, 2025 at [●] a.m./p.m.** (prevailing Central Time). Parties who will be offering evidence or participating in examination need to make in person appearances in the courtroom. All other interested parties may make their appearance via audio or video connection. 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 Lopez's conference room number is 590153. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Lopez's home page. The meeting code is "JudgeLopez." 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 both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Lopez's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.

At such Sale Hearing, the Debtors will seek the entry of an order of the Court approving and authorizing the Sale Transaction to the Successful Bidder on the terms and conditions of the Successful Bid. The Successful Bidder shall appear at the Sale Hearing and be prepared to testify in support of the Successful Bid and the Successful Bidder's ability to close in a timely manner, including with respect to demonstrating adequate assurance of future performance that may be required in connection with the assumption and assignment of the 365 Contracts.

The Sale Hearing may be adjourned or rescheduled as ordered by the Court, or by the Debtors sending written notice (with email notice being sufficient) to all Qualified Bidders and Consultation Parties prior to, or making an announcement at, the Sale Hearing. No further notice of any such continuance will be required to be provided to any bidder or other party.

The Debtors' presentation to the Court for approval of a Successful Bid does not constitute the Debtors' acceptance of the Successful Bid. The Debtors shall be deemed to have accepted the Successful Bid only when the Successful Bid has been approved by order of the Court.

Nothing herein will be deemed a waiver of any rights of the Debtors or any other parties in interest to contest any rights asserted by any person in such objections, and all such rights of the Debtors are expressly preserved.

Additional Information

Any party wishing to submit a bid should contact the Debtors' investment bankers at the following address: Jefferies LLC, 520 Madison Avenue, New York, NY 10022 Attn: Richard Morgner (rmorgner@jefferies.com), and Philip Engel (pengel@jefferies.com).

Copies of the Motion, the Bid Procedures Order, and the Bid Procedures may be obtained free of charge at the website dedicated to the Debtors' chapter 11 cases maintained by their claims and noticing agent, Stretto, located at https://stretto.com/PlentyUnlimited.

FAILURE TO ABIDE BY THE BID PROCEDURES, THE BID PROCEDURES ORDER, OR ANY OTHER ORDER OF THE COURT IN THESE CHAPTER 11 CASES MAY RESULT IN THE REJECTION OF YOUR BID.

ANY PARTY WHO FAILS TO FILE WITH THE COURT AN OBJECTION BY THE OBJECTION DEADLINE MAY BE FOREVER BARRED FROM ASSERTING, AT THE SALE HEARING OR THEREAFTER, ANY OBJECTION TO THE CONSUMMATION AND PERFORMANCE OF THE APPLICABLE SALE TRANSACTION, INCLUDING THE TRANSFER OF THE DEBTORS' ASSETS TO THE SUCCESSFUL BIDDER, FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES PURSUANT TO SECTIONS 363(f), 1123, AND 1129, AS APPLICABLE, OF THE BANKRUPTCY CODE.

[*Remainder of the page intentionally left blank.*]

Dated: [●], 2025
Houston, Texas

/s/ *DRAFT*

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Exhibit 4

Publication Notice

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

In re:	Chapter 11
PLENTY UNLIMITED TEXAS LLC, *et al.*[1]	Case No. 25-90105 (CML)
Debtors.	(Jointly Administered)

NOTICE OF PROPOSED SALE TRANSACTION, AUCTION, AND SALE HEARING

On March 23, 2025, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed with the United States Bankruptcy Court for the Southern District of Texas (the "Court") a motion (the "Motion") seeking, among other things, entry of an order: (a) approving the proposed bid procedures (the "Bid Procedures")[2] by which the Debtors will solicit and select the highest or otherwise best bid for the sale or disposition of some or all of the Assets and/or New Equity Interests (each as defined below) (any such sale or disposition, a "Sale Transaction") and authorizing the Sale Transaction(s); (b) approving the selection of the Stalking Horse Bidder and authorizing Debtors' entry into the Stalking Horse Agreement; (c) scheduling an auction of the Assets (the "Auction") and a hearing for the approval of any Sale Transaction (the "Sale Hearing"); (d) approving the form and manner of notice for sale of the Assets, the Auction, and the Sale Hearing; (e) approving procedures for the assumption or assumption and assignment of executory contracts or unexpired leases in a Sale Transaction (collectively, the "365 Contracts"), and the Debtors' calculation of the amount necessary to cure any monetary defaults under such 365 Contracts (the "Cure Amounts"); and (f) granting related relief.

On March 24, 2025, the Court entered the *Order (I) (A) Approving Bid Procedures; (B) Approving the Selection of Stalking Horse Bidder and the Debtors' Entry into the Stalking Horse Agreement; (C) Scheduling Auction and Sale Hearing; (D) Approving Sale Notices; (E) Approving Assumption and Assignment Procedures; and (II) Granting Related Relief* [Docket No. [●]] (the "Bid Procedures Order").

Description of the Sale Package

The Debtors seek the highest or otherwise best offer(s) for the sale or disposition of some or all of (i) the equity interests (the "New Equity Interests") to be issued by the Debtors as reorganized, or any successor or assignee thereto, by merger, consolidation, or otherwise, on and

[1] The Debtors in these chapter 11 cases, together with the last four digits of each of the Debtors' federal tax identification numbers, are: Plenty Unlimited Texas LLC (3500); Plenty Unlimited Inc. (0916); MJNN LLC (N/A); White Farms LLC (N/A); Blue Gardens LLC (8487); Bright Agrotech, Inc. (4106); and P F2 VA LLC (9633). The Debtors' service address is 1461 Commerce Drive, Laramie, WY 82070.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Bid Procedures or Motion, as applicable.

after the effective date of a chapter 11 plan, and/or (ii) their assets including: (A) the Debtors' Virginia strawberry farm facility and related assets (collectively, the "Virginia Assets"), (B) the Debtors' Wyoming research and development facility and related assets (collectively, the "Wyoming Assets"), and (C) certain remaining assets and intellectual property owned by the Debtors (the "Other Assets" and together with the Virginia Assets and the Wyoming Assets, collectively, the "Assets"), in each case under section 363 of the Bankruptcy Code and/or pursuant to a chapter 11 plan.

Virginia Assets. The Debtors will offer for sale the Virginia Assets in accordance with these Bid Procedures. For the avoidance of doubt, with respect to the Virginia Assets, to the extent the Debtors do not receive Qualified Bids (as defined below) for all of the Virginia Assets, the Debtors reserve the right not to consider or otherwise to proceed to an Auction for such bids.

Wyoming Assets. The Debtors will offer for sale the Wyoming Assets in accordance with these Bid Procedures. For the avoidance of doubt, with respect to the Wyoming Assets, to the extent the Debtors do not receive Qualified Bids (as defined below) for all of the Wyoming Assets, the Debtors reserve the right not to consider or otherwise to proceed to an Auction for such bids.

Other Assets. The Debtors will offer for sale the Other Assets in accordance with these Bid Procedures through a sale of (a) all of the Debtors' Other Assets; or (b) particular assets representing a portion of the Other Assets (each such bid, an "Other Assets Partial Bid"). For the avoidance of doubt, with respect to Other Assets Partial Bids, to the extent the Debtors do not receive Qualified Bid(s) (as defined below) for all of the Other Assets, the Debtors reserve the right not to consider or otherwise proceed to an Auction for such bids.

The Debtors reserve the right to not consider Qualified Bid(s) for the New Equity Interests, the Virginia Assets, the Wyoming Assets, or the Other Assets or to determine to not proceed to an Auction or Sale Hearing for such Qualified Bid(s) if the aggregate value of such Qualified Bid(s) does not exceed an amount necessary to, among other things, fund plan distributions, fund working capital, and satisfy all obligations outstanding under the DIP Facility in full in cash on the closing date of such Sale Transaction.

Important Dates and Deadlines:

Bid Deadlines:

A Qualified Bidder (as defined in the Bid Procedures) that desires to make a bid for the Sale Package shall deliver an electronic copy of its conforming bid (via email, in PDF or similar format) to the Debtors and their advisors so as to be **actually received** on or before no later than **April 24, 2025** (the "Bid Deadline").

The Debtors may extend the Bid Deadline by a reasonable period of time if the Debtors believe that such extension would further the goal of attaining the highest or otherwise best offer for the Assets. If the Debtors extend the Bid Deadline, the Debtors will promptly notify all Potential Bidders and Qualified Bidders (including the Stalking Horse Bidder) of such extension.

Auction:

If the Debtors receive two or more Qualified Bids by the applicable Bid Deadline, the Debtors may, after consultation with the Consultation Parties, conduct an Auction to determine the Successful Bidder or Back-Up Bidder, as applicable, for such Sale Transaction. In such event, the Debtors shall evaluate Qualified Bids and identify the Qualified Bid that is, in the Debtors' business judgment, the highest or otherwise best Qualified Bid or combination of Qualified Bids (the "Starting Bid"). When determining the highest or otherwise best Qualified Bid, as compared to other Qualified Bids, the Debtors may consider the following factors, in addition to any other factors that the Debtors deem appropriate and/or relevant to the value of the Qualified Bid to the Debtors' estates: (a) the amount and nature of the total consideration; (b) the likelihood of the Qualified Bidder's ability to close a Sale Transaction and the timing thereof; (c) the net economic effect of any changes to the value to be received by each of the Debtors' estates from the Sale Transaction contemplated by the Qualified Bid; and (d) the tax consequences of such Qualified Bid. Prior to the start of the Auction, the Debtors shall notify all Qualified Bidders, including the Stalking Horse Bidder as to which Qualified Bid is the applicable Starting Bid for the Auction. At such time, the Debtors shall also distribute copies of the Starting Bid to each Qualified Bidder, including the Stalking Horse Bidder.

If an Auction is held, such Auction shall take place, in person, on **April 28, 2025.** The Auction shall be conducted in a timely fashion according to the procedures set forth in the Bid Procedures.

Following the Auction, the Debtors shall file the Post-Auction Notice.

Assumption and Assignment of 365 Contracts:

The Debtors shall file a list of 365 Contracts proposed to be assumed or assumed and assigned to the Successful Bidder or Back-Up Bidder, as applicable, or its designee in connection with the Sale Transaction.

365 Contract Objection Deadline:

Objections with respect to the Debtors' proposed Cure Amount, the assumption or assignment of the 365 Contract, or the ability of the Successful Bidder to provide adequate assurance of future performance to counterparties of Contracts shall be filed with the Court not later than **4:00 p.m. (prevailing Central Time) on May 6, 2025.**

Sale Objection Deadline:

Objections (the "Objections") to (a) consummation of a Sale Transaction, if any, (b) the manner in which an Auction was conducted, and (c) the identity of the Successful Bidder or Back-Up Bidder, shall be filed with the Court not later than **4:00 p.m. (prevailing Central Time) on May 6, 2025**. Any Objections not resolved prior to the Sale Hearing shall be argued at the Sale Hearing or such other time as set by the Court.

Sale Hearing:

Unless the Debtors file and serve a revised notice, the Sale Hearing to approve any Transaction shall be held via a hybrid hearing before the Honorable Christopher M. Lopez on **May 14, 2025 at [●] a.m./p.m.** (prevailing Central Time). Parties who will be offering evidence or participating in examination need to make in person appearances in the courtroom. All other interested parties may make their appearance via audio or video connection. 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 Lopez's conference room number is 590153. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Lopez's home page. The meeting code is "JudgeLopez." 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 both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Lopez's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.

At such Sale Hearing, the Debtors will seek the entry of an order of the Court approving and authorizing the Sale Transaction to the Successful Bidder on the terms and conditions of the Successful Bid. The Successful Bidder shall appear at the Sale Hearing and be prepared to testify in support of the Successful Bid and the Successful Bidder's ability to close in a timely manner, including with respect to demonstrating adequate assurance of future performance that may be required in connection with the assumption and assignment of the 365 Contracts.

The Sale Hearing may be adjourned or rescheduled as ordered by the Court, or by the Debtors sending written notice (with email notice being sufficient) to all Qualified Bidders and Consultation Parties prior to, or making an announcement at, the Sale Hearing. No further notice of any such continuance will be required to be provided to any bidder or other party.

The Debtors' presentation to the Court for approval of a Successful Bid does not constitute the Debtors' acceptance of the Successful Bid. The Debtors shall be deemed to have accepted the Successful Bid only when the Successful Bid has been approved by order of the Court.

Nothing herein will be deemed a waiver of any rights of the Debtors or any other parties in interest to contest any rights asserted by any person in such objections, and all such rights of the Debtors are expressly preserved.

FAILURE TO ABIDE BY THE BID PROCEDURES, THE BID PROCEDURES ORDER, OR ANY OTHER ORDER OF THE COURT IN THESE CHAPTER 11 CASES MAY RESULT IN THE REJECTION OF YOUR BID.

ANY PARTY WHO FAILS TO FILE WITH THE COURT AN OBJECTION BY THE OBJECTION DEADLINE MAY BE FOREVER BARRED FROM ASSERTING, AT THE SALE HEARING OR THEREAFTER, ANY OBJECTION TO THE CONSUMMATION AND PERFORMANCE OF THE APPLICABLE SALE TRANSACTION, INCLUDING THE TRANSFER OF THE DEBTORS' ASSETS TO THE SUCCESSFUL BIDDER, FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES

PURSUANT TO SECTIONS 363(f), 1123, AND 1129, AS APPLICABLE, OF THE BANKRUPTCY CODE.

Additional Information. Any party wishing to submit a bid should contact the Debtors' investment bankers at the following address: Jefferies LLC, 520 Madison Avenue, New York, NY 10022 Attn: Richard Morgner (rmorgner@jefferies.com), and Philip Engel (pengel@jefferies.com). Copies of the Motion, the Bid Procedures Order, and the Bid Procedures may be obtained free of charge at the website dedicated to the Debtors' chapter 11 cases maintained by their claims and noticing agent, Stretto, located at https://stretto.com/PlentyUnlimited.

Exhibit 5

Assumption and Assignment Notice

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

In re:	Chapter 11
PLENTY UNLIMITED TEXAS LLC, *et al.*[1]	Case No. 25-90105 (CML)
Debtors.	(Jointly Administered)

NOTICE OF CURE AMOUNTS AND ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH SALE TRANSACTION

PLEASE TAKE NOTICE OF THE FOLLOWING:

On March 23, 2025, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed with the United States Bankruptcy Court for the Southern District of Texas (the "Court") a motion (the "Motion") seeking, among other things, entry of an order: (a) approving the proposed bid procedures (the "Bid Procedures")[2] by which the Debtors will solicit and select the highest or otherwise best bid for the sale or disposition of some or all of the Assets and/or New Equity Interests (each as defined below) (any such sale or disposition, a "Sale Transaction") and authorizing the Sale Transaction(s); (b) approving the selection of the Stalking Horse Bidder and authorizing the Debtors' entry into the Stalking Horse Agreement; (c) scheduling an auction of the Assets (the "Auction") and a hearing for the approval of any Sale Transaction (the "Sale Hearing"); (d) approving the form and manner of notice for sale of the Assets, the Auction, and the Sale Hearing; (e) approving procedures for the assumption or assumption and assignment of executory contracts or unexpired leases in a Sale Transaction (collectively, the "365 Contracts"), and the Debtors' calculation of the amount necessary to cure any monetary defaults under such 365 Contracts (the "Cure Amounts"); and (f) granting related relief.

On March [●], 2025, the Court entered the *Order (I) (A) Approving Bid Procedures; (B) Approving the Selection of Stalking Horse Bidder and the Debtors' Entry into the Stalking Horse Agreement; (C) Scheduling Auction and Sale Hearing; (D) Approving Sale Notices; (E) Approving Assumption and Assignment Procedures; and (II) Granting Related Relief* [Docket No. [●]] (the "Bid Procedures Order").

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[1] The Debtors in these chapter 11 cases, together with the last four digits of each of the Debtors' federal tax identification numbers, are: Plenty Unlimited Texas LLC (3500); Plenty Unlimited Inc. (0916); MJNN LLC (N/A); White Farms LLC (N/A); Blue Gardens LLC (8487); Bright Agrotech, Inc. (4106); and P F2 VA LLC (9633). The Debtors' service address is 1461 Commerce Drive, Laramie, WY 82070.

[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Bid Procedures or Motion, as applicable.

May 6, 2025 at 4:00 p.m. (prevailing Central Time) is the objection deadline for any 365 Contract (as defined herein) that may be assumed and assigned in connection with a Sale Transaction, including with respect to any cure amounts, assumption and assignment, and adequate assurance of future performance. **You are receiving this notice (this "Cure Notice") because you may be a counterparty to an executory contract or unexpired lease (collectively, the "365 Contracts") that may be assumed and assigned to the Successful Bidder, or as otherwise contemplated in the Successful Bid**. Each of the 365 Contracts that may be assumed and assigned in connection with the Sale Transaction with the Successful Bidder and the Debtors' calculation of the Cure Amounts with respect thereto are set forth on **Exhibit A** hereto. The Cure Amounts are the only amounts proposed to be paid upon the assumption and assignment of the 365 Contracts.

The inclusion of any contract or lease on **Exhibit A** shall not constitute or be deemed a determination or admission by the Debtors that such contract or other document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

Notwithstanding the inclusion of any 365 Contract on Exhibit A, neither the Debtors nor the Successful Bidder are obligated to assume or assume and assign any 365 Contract identified on Exhibit A. If you disagree with the proposed Cure Amounts or to the assumption, assignment, or designation of a 365 Contract identified on Exhibit A, you must file an objection in accordance with the instructions below.

Objections

Any objection to the assumption, assignment, or designation of a 365 Contract identified on **Exhibit A (including the proposed Cure Amounts)**, must be (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Rules, and the Procedures for Complex Cases in the Southern District of Texas (the "Complex Case Procedures"); (iii) be filed via ECF by no later than **May 6, 2025 at 4:00 p.m. (prevailing Central Time)**; and (iv) state with specificity the grounds for such objection, including, without limitation, the basis for objecting to the assumption and assignment of the applicable 365 Contract, adequate assurance of future performance, the fully liquidated Cure Amount and the legal and factual bases for any unliquidated Cure Amount that the Counterparty believes is required to be paid under Bankruptcy Code sections 365(b)(1)(A) and (B) for the applicable 365 Contract, along with the specific nature and dates of any alleged defaults, the pecuniary losses, if any, resulting therefrom, and the conditions giving rise thereto; and (v) served on (a) Sidley Austin LLP, 787 7th Ave, New York, NY 10019, Attn: Anthony Grossi (agrossi@sidley.com), Ameneh Bordi (abordi@sidley.com) and Margaret Alden (malden@sidley.com); (b) counsel to the official committee of unsecured creditors, [●] Attn: [●] ([●]) and proposed counsel to any other official committee appointed in these chapter 11 cases; (c) the United States Trustee for the Southern District of Texas, 515 Rusk Street, Suite 3516 Houston, TX 77002, Attn: Andrew Jiménez, (Andrew.Jimenez@usdoj.gov); (d) counsel to the Stalking Horse Bidder; and (e) counsel to the Successful Bidder(s) at the address provided in the purchase agreement of the Successful Bid (collectively, the "Objection Notice Parties").

IF A COUNTERPARTY FAILS TO FILE WITH THE COURT AND SERVE ON THE OBJECTION NOTICE PARTIES A TIMELY CONTRACT OBJECTION, THE

COUNTERPARTY SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION WITH REGARD TO THE AMOUNT TO CURE, ANY DEFAULT UNDER THE APPLICABLE 365 CONTRACT, THE ASSUMPTION AND ASSIGNMENT OF SUCH 365 CONTRACT, OR THE ADEQUATE ASSURANCE OF FUTURE PERFORMANCE PROVIDED. THE CURE AMOUNTS SET FORTH ON EXHIBIT A HERETO SHALL BE CONTROLLING AND WILL BE THE ONLY AMOUNT NECESSARY TO CURE OUTSTANDING DEFAULTS UNDER THE APPLICABLE CONTRACT UNDER BANKRUPTCY CODE SECTION 365(B), NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE 365 CONTRACT, OR ANY OTHER DOCUMENT, ABSENT THE FILING OF A TIMELY CONTRACT OBJECTION, THE APPLICABLE COUNTERPARTY SHALL BE FOREVER BARRED FROM ASSERTING ANY ADDITIONAL CURE OR OTHER AMOUNTS WITH RESPECT TO SUCH CONTRACT AGAINST THE DEBTORS, ANY SUCCESSFUL BIDDER, OR THE PROPERTY OF ANY OF THEM.

IF THERE IS NO CURE AMOUNT LISTED FOR ANY 365 CONTRACT ON EXHIBIT A, THE CURE AMOUNT SHALL BE $0.00.

Contract Objection Hearing

Objections to 365 Contracts that cannot be resolved by the parties will be heard by the Court on the Sale Hearing date, May 14, 2025 (which date may be adjourned or rescheduled upon notice by the Debtors).[3]

[*Remainder of the page intentionally left blank.*]

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[3] The Debtors may elect to pursue the restructuring transactions contemplated by the *Joint Chapter 11 Plan of Reorganization of Plenty Unlimited Texas LLC and Its Debtor Affiliates* [Docket No. [●]] (as amended, supplemented, or otherwise modified from time to time). In such event, any contract counterparties shall be bound by the cure amounts and procedures set forth in the Debtors' *Notice Of (A) Potential Executory Contracts and Unexpired Leases to be Assumed by the Debtors Pursuant to the Plan, (B) Cure Amounts, if Any, and (C) Related Procedures in Connection Therewith* (as amended, supplemented, or otherwise modified from time to time).

Dated: [●], 2025
Houston, Texas

/s/ *DRAFT*

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Proposed Co-Counsel to the Debtors and Debtors in Possession

Exhibit A

Contracts

Exhibit 6

Post-Auction Notice

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

In re: PLENTY UNLIMITED TEXAS LLC, *et al.*[1] Debtors.	Chapter 11 Case No. 25-90105 (CML) (Jointly Administered)

NOTICE OF DESIGNATION OF SUCCESSFUL BID AND BACK-UP BID

PLEASE TAKE NOTICE OF THE FOLLOWING:

On March 23, 2025, the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed with the United States Bankruptcy Court for the Southern District of Texas (the "Court") a motion (the "Motion") seeking, among other things, entry of an order: (a) approving the proposed bid procedures (the "Bid Procedures")[2] by which the Debtors will solicit and select the highest or otherwise best bid for the sale or disposition of some or all of the Assets and/or New Equity Interests (each as defined below) (any such sale or disposition, a "Sale Transaction") and authorizing the Sale Transaction(s); (b) approving the selection of the Stalking Horse Bidder and authorizing the Debtors' entry into the Stalking Horse Agreement; (c) scheduling an auction of the Assets (the "Auction") and a hearing for the approval of any Sale Transaction (the "Sale Hearing"); (d) approving the form and manner of notice for sale of the Assets, the Auction, and the Sale Hearing; (e) approving procedures for the assumption or assumption and assignment of executory contracts or unexpired leases in a Sale Transaction (collectively, the "365 Contracts"), and the Debtors' calculation of the amount necessary to cure any monetary defaults under such 365 Contracts (the "Cure Amounts"); and (f) granting related relief.

On [●], 2025, the Court entered the *Order (I) (A) Approving Bid Procedures; (B) Approving the Selection of Stalking Horse Bidder and the Debtors' Entry into the Stalking Horse Agreement; (C) Scheduling Auction and Sale Hearing; (D) Approving Sale Notices; (E) Approving Assumption and Assignment Procedures; and (II) Granting Related Relief* [Docket No. [●]] (the "Bid Procedures Order").

On [●], 2025, the Debtors entered into a binding "stalking horse" asset purchase agreement (the "Stalking Horse Agreement") with One Madison Group – Pluto, LLC (the "Stalking Horse

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1 The Debtors in these chapter 11 cases, together with the last four digits of each of the Debtors' federal tax identification numbers, are: Plenty Unlimited Texas LLC (3500); Plenty Unlimited Inc. (0916); MJNN LLC (N/A); White Farms LLC (N/A); Blue Gardens LLC (8487); Bright Agrotech, Inc. (4106); and P F2 VA LLC (9633). The Debtors' service address is 1461 Commerce Drive, Laramie, WY 82070.

2 Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Bid Procedures or Motion, as applicable.

Bidder"), pursuant to which the Stalking Horse Bidder agreed to purchase, subject to the terms and conditions contained therein, certain of the Debtors' assets, as further set forth in the therein (the "Assets").

Pursuant to the Bid Procedures Order, the deadline for submitting a Qualified Bid was April 24, 2025 at 4:00 p.m. (prevailing Central Time) (the "Bid Deadline") and (b) in the event that (i) the Debtors timely received one or more Qualified Bids for the Sale Transaction and the Debtors received a Qualifying Bid that the Debtors in their business judgment, and in consultation with the Consultation Parties, determined to be the Starting Bid for the applicable Sale Transaction, the Debtors would conduct the Auction to be held on April 28, 2025 at [●] a.m./p.m. (prevailing Central Time).

On April 28, 2025, the Debtors conducted the Auction in accordance with the Bid Procedures and certain rules distributed to Auction attendees prior to and at the Auction.

Following the Auction, the Debtors determined that the highest or best offer was submitted by the [●], for the [●], on the terms set forth in [●], as amended, attached hereto as **Exhibit A**.

[[●] with respect to the Assets has been designated as the Back-Up Bidder on the terms set forth in the Stalking Horse Agreement, as amended, attached hereto as **Exhibit B**, (the "Back-Up APAs" with respect to the Assets.]

Important Dates and Deadlines

Sale Hearing:

The Sale Hearing to approve the Sale Transaction will be held **May 14, 2025, at [●] a.m./p.m. (prevailing Central Time).** The Sale Hearing will be held in person before the Honorable Christopher M. Lopez in Courtroom 401, 4th floor, 515 Rusk Street, Houston, TX 77002. Parties who will be offering evidence or participating in examination need to make in person appearances in the courtroom. All other interested parties may make their appearance via audio or video connection. 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 Lopez's conference room number is 590153. Video communication will be by use of the GoToMeeting platform. Connect via the free GoToMeeting application or click the link on Judge Lopez's home page. The meeting code is "JudgeLopez." 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 both electronic and in-person hearings. To make your appearance, click the "Electronic Appearance" link on Judge Lopez's home page. Select the case name, complete the required fields and click "Submit" to complete your appearance.

At the Sale Hearing, the Debtors will seek the entry of an order of the Court approving and authorizing the Sale Transaction(s). The Plan Sponsor shall appear at the Sale Hearing and be prepared to testify in support of the Successful Bid and the Plan Sponsor's ability to close in a timely manner, including with respect to demonstrating adequate assurance of future performance that may be required in connection with the assumption and assignment of the 365 Contracts.

The Sale Hearing may be further adjourned or rescheduled as ordered by the Court, or by the Debtors sending written notice (with email notice being sufficient) to all Qualified Bidders and Consultation Parties prior to, or making an announcement at, the Sale Hearing. No further notice of any such continuance will be required to be provided to any bidder or other party.

The Debtors' presentation to the Court for approval of a Successful Bid does not constitute the Debtors' acceptance of the Successful Bid. The Debtors shall be deemed to have accepted a Successful Bid only when the Successful Bid has been approved by order of the Court.

If the Sale Transaction is not consummated with the Plan Sponsor pursuant to the Plan Support Agreement, the Debtors may designate the Back-Up Bidders as the Successful Bidder pursuant to the Bid Procedures and such Back-Up Bidder's Back-Up Bid as the Successful Bid upon the filing of a notice to such effect with the Court (the "Back-Up Bid Notice"). The Debtors will serve the Back-Up Bid Notice to each of the Notice Parties, if so designated, and the Debtors will seek to consummate the Sale Transaction pursuant to the Back-Up Bids.

Sale Objection Deadline:

Objections (the "Objections"), if any, to (a) consummation of the Sale Transaction(s), (b) the manner in which the Auction was conducted, and (c) the identity of the Successful Bidder or Back-Up Bidder(s), shall be filed with the Court not later than **4:00 p.m. (prevailing Central Time) on May 6, 2025**. Any Objections not resolved prior to the Sale Hearing shall be argued at the Sale Hearing or such other time as set by the Court.

365 Contracts:

On April 7, 2025, the Debtors filed the *Notice of Cure Amounts and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale Transaction* [Docket No. [●]] (the "Initial Potential Assumption and Assignment List").

The Debtors may file additional supplemental notices of cure amounts in accordance with the Bid Procedures Order. Any objection to the assumption, assignment, or designation of a 365 Contract identified on such notice must be made pursuant to the Bid Procedures.

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Dated: [●], 2025
Houston, Texas

/s/ Draft

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