



CLERK, U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS

**ENTERED**

THE DATE OF ENTRY IS ON  
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed June 27, 2025

  
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

HARVEST SHERWOOD FOOD  
DISTRIBUTORS, INC., *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-80109 (SGJ)

(Jointly Administered)  
Related to Dkt. No. 199

**ORDER (I) AUTHORIZING  
(A) THE SALE OF THE DALLAS  
FACILITY AND (B) ENTRY INTO THE LEASE  
TERMINATION AGREEMENT; (II) GRANTING THE  
PURCHASER THE PROTECTIONS AFFORDED TO A GOOD  
FAITH PURCHASER; AND (III) GRANTING RELATED RELIEF**

<sup>1</sup> The Debtors in these chapter 11 cases, together with the last four digits of each Debtor's federal tax identification number, are Del Mar Holding LLC (9207), Del Mar Acquisition Inc. (8866), Surfliner Holdings, Inc. (9456), Harvest Sherwood Food Distributors, Inc. (8995), Harvest Meat Company, Inc. (9136), LAMCP Capital, LLC (N/A), Western Boxed Meats Distributors, Inc. (8735), Cascade Food Brokers, Inc. (1389), Hamilton Meat, LLC (6917), SFD Acquisition LLC (8995), SFD Transportation Corp. (1551), Sherwood Food Distributors, L.L.C. (4375), and SFD Company LLC (1175). The Debtors' service address is c/o Epiq Corporate Restructuring, LLC 10300 SW Allen Blvd., Beaverton, OR 97005.

Upon consideration of the Motion<sup>2</sup> of the debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “Debtors”) for entry of an order (this “Sale Order”), pursuant to sections 105(a), 363, and 365 of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2002, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rule 9013-1 of the Bankruptcy Local Rules for the Northern District of Texas (the “Bankruptcy Local Rules”), and Section E of the *Procedures for Complex Chapter 11 Cases in the Northern District of Texas* (the “Complex Case Procedures”), (a) authorizing (i) the Debtors’ sale of certain of their property free and clear of liens, claims, encumbrances, and interests on the terms set forth in that certain Asset Purchase Agreement for the sale of the Dallas Facility (the “Dallas APA”) attached hereto as **Exhibit 1**, and (ii) entry into the Lease Termination Agreement attached hereto as **Exhibit 2**; (b) granting the Purchaser the protections afforded to a good faith purchaser pursuant to section 363(m) of the Bankruptcy Code; and (c) granting related relief, all as more fully set forth in the Motion; and the Court having held a hearing on [•], 2025 (the “Sale Hearing”) to approve the Sale Motion; and the Court having reviewed and considered (i) the Sale Motion, (ii) the objections to the Sale Motion, if any, (iii) the Kaup Declaration, and (iv) the arguments of counsel, and the evidence proffered or adduced at the Sale Hearing; and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtors, their estates, creditors, and other parties in interest; and upon the record of the Sale Hearing and after due deliberation thereon; and good cause appearing therefor,

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<sup>2</sup> Unless otherwise indicated herein, capitalized terms used but not defined herein shall have the meaning ascribed to them in the Motion, the Dallas APA (as defined below), or the Bankruptcy Code, as applicable and as the case may be. In case of a conflict, the definitions in the Dallas APA shall control.

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

A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Federal Rule of Bankruptcy Procedure (the "Bankruptcy Rules") 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. This Court's findings of fact are based on the Motion and all exhibits thereto, all arguments and statements of counsel presented at the Sale Hearing, all evidence and proffers presented at the Sale Hearing, and the entire record in the Debtors' chapter 11 cases, and shall also include any oral findings of fact and conclusions of law made by this Court during or at the conclusion of the Sale Hearing. To the extent of any conflict, the oral rulings control.

B. The Court has jurisdiction to hear and determine the Sale Motion and to grant the relief requested in the Sale Motion pursuant to 28 U.S.C. § and 1334.

C. Venue of these chapter 11 cases and the Sale Motion in this District, and before this Court, is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This Court may enter a final order consistent with Article III of the United States Constitution. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

D. The statutory and legal bases for the relief granted herein are sections 105(a), 363, and 365 of the Bankruptcy Code; Bankruptcy Rules 2002, 6004, and 9014; Rule 9013-1 of the Bankruptcy Local Rules; and Section E of the Complex Case Procedures.

E. Upon entry of this Order, the Debtors have full corporate power and authority to (i) execute the Dallas APA and all other documents contemplated thereby, including, for the avoidance of doubt, the Lease Termination Agreement, and (ii) consummate the transactions

contemplated therein (the “Dallas Sale Transaction”), including, without limitation, the sale of the Purchased Assets (the “Sale”). The Sale has been duly and validly authorized by all necessary corporate action of the Debtors and no consents or approvals, other than the approval of this Court and certain federal, state, and/or local regulatory authorities are required for the Debtors to consummate the Dallas Sale Transaction.

F. Due, proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the Dallas APA, and the Dallas Sale Transaction has been provided to all parties in interest, and such notice was and is good, sufficient, and appropriate under the circumstances, and reasonably calculated to reach and apprise all holders of Liens, claims, encumbrances, and other interests, including, without limitation, rights or claims based on any successor, transferee, derivative, or vicarious liabilities, and was provided in accordance with the applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Complex Case Procedures, and the procedural due process requirements of the United States Constitution. No other or further notice of the Motion, the Sale Hearing, the Dallas APA, the Dallas Sale Transaction, or of the entry of this Sale Order is necessary or shall be required.

G. A reasonable opportunity to object or be heard regarding the relief requested in the Sale Motion has been afforded to all interested Persons and entities, including: (i) the Complex Service List (as defined in the Creditor Matrix Order [Docket No. 67]); (ii) all entities known to have asserted any Liens upon any of the Purchased Assets; (iii) all federal, state, and local regulatory or taxing authorities or recording offices which have a reasonably known interest in the relief requested by the Sale Motion; (iv) all other Persons who have formally appeared in these Chapter 11 Cases; and (v) counsel to the proposed Purchaser (Arnall Golden Gregory LLP, 171 17th Street NW, Suite 2100, Atlanta, Georgia 30363, Attn: Sean Fogerty and Joel Gossner).

H. This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a).

I. The Purchaser is not a successor to or mere continuation of the Debtors, their business, or their estates.

J. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for approval of and entry into the Dallas APA, the Lease Termination Agreement, and the other agreements, documents, and instruments deliverable thereunder, and approval of the sale of the Purchased Assets contemplated by Dallas APA and the Sale.

K. The Debtors' entry into and performance under the Dallas APA and the Lease Termination Agreement (i) constitutes a sound and reasonable exercise of their business judgment consistent with their fiduciary duties, (ii) provides value to and are beneficial to the Debtors' estates, and is in the best interests of the Debtors, parties in interest, and their creditors, and (iii) is reasonable and appropriate under the circumstances. Business justifications for the Sale include, but are not limited to, the following: (i) the proceeds payable to the Debtors in the Dallas APA constitutes the highest and best offer received for the Purchased Assets; (ii) the Dallas APA presents the best opportunity to maximize the value of the Purchased Assets; and (iii) the value of the Debtors' estates will be maximized through the sale of the Purchased Assets pursuant to the Dallas APA.

L. Prior to the Petition Date and execution of the Dallas APA, the Debtors widely marketed the Purchased Assets for sale and such efforts afforded a full, fair, and reasonable opportunity for other entities to make higher or better offers to acquire the Purchased Assets. As of the date hereof, no higher or better offer or opportunity has been made other than the consideration set forth in the Dallas APA.

M. The Dallas APA was negotiated, proposed and entered into by the Seller and Purchaser without collusion, in good faith, and as a result of arm's-length bargaining. The Purchaser is a "good faith purchaser" under section 363(m) of the Bankruptcy Code and, as such, is entitled to protections afforded thereby with respect to the Transaction authorized by this Order. Effective upon the Closing, it shall be judicially determined that (i) neither the Seller nor Purchaser have engaged in any conduct that would cause or permit the APA to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code; and (ii) neither Purchaser nor any of its members, partners, officers, directors, principals, or shareholders is an "insider" or "affiliate" of any of the Debtors (each as defined in section 101 of the Bankruptcy Code) and no common identity of incorporators, directors, or controlling stockholders exists between the Purchaser or the Debtors. The APA and any agreements, documents or other instruments entered into pursuant thereto or in connection therewith, including, for the avoidance of doubt, the Lease Termination Agreement (collectively, the "Transaction Documents"), were not entered into, and the Sale is not being consummated for the purposes of, hindering, delaying, or defrauding present or future creditors of the Debtors. All payments to be made by the Purchaser in connection with the Sale have been disclosed. Neither the Seller nor the Purchaser is entering into the Dallas APA, the Transaction Documents, or proposing to consummate the Sale (including the Transaction contemplated thereby), fraudulently, for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims whether under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia.

N. The Purchaser is (and will be deemed to be) acting in good faith within the meaning of section 363(m) of the Bankruptcy Code in closing the Dallas Sale Transaction at any time after entry of this Order. In closing the Sale, the Purchaser shall be deemed to have materially relied on

the findings and decrees in this Order. The Dallas Sale Transaction, which includes the sale of the Purchased Assets pursuant to the Dallas APA and all covenants in and conditions thereto, is an integrated transaction, meaning that each component is an essential part of every other component and that the Dallas Sale Transaction can be consummated only if all of the components are consummated. Accordingly, each component of the Dallas Sale Transaction is subject to, and is protected by, the provisions of section 363(m) of the Bankruptcy Code.

O. The consideration provided by the Purchaser for the Purchased Assets being purchased pursuant to the Dallas APA constitutes the highest and best offer for the Purchased Assets and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possessions thereof, and the District of Columbia, including, without limitation, the Uniform Voidable Transactions Act, the Uniform Fraudulent Transfer Act, and the Uniform Fraudulent Conveyance Act, and may not be avoided under section 363(n) of the Bankruptcy Code or any other provision of the Bankruptcy Code or other applicable law.

P. The Purchaser would not have entered into the Dallas APA and would not consummate the Transaction, thus adversely affecting the Debtors, their estates, their creditors, their employees, and other parties in interest, if the sale of the Purchased Assets was not free and clear of all Liens or if the Purchaser would be liable for any Liabilities (each as provided for more fully in the Dallas APA) and if the Debtors had not entered into the Lease Termination Agreement.

Q. The total consideration to be provided under the Dallas APA reflects the Purchaser's reliance on this Order to provide Purchaser, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, with title to and possession of the Purchased Assets free and clear of all of the Interests (as defined below).

R. The Debtors may sell the Purchased Assets free and clear of all of the Interests (including, without limitation, those (i) that purport to give to any party a right or option to effect any forfeiture, modification or termination of the Debtors' or the Purchaser's interest in the Purchased Assets, and (ii) in respect of Taxes), because each entity with a Lien on any of the Purchased Assets has consented to the Sale, is deemed to have consented to the Sale, has a claim which is subject to a bona fide dispute, or could be compelled in a legal or equitable proceeding to accept a money satisfaction of such Lien. For the avoidance of doubt, notwithstanding any other provision in this Order, all Interests and Liens shall continue to attach to the proceeds of the Purchased Assets in the same order of priority, and with the same validity, force, and effect, as they had immediately prior to Closing of the Sale. The Debtors have good and transferable title to the Purchased Assets and, accordingly, the transfer of the Purchased Assets pursuant to the Dallas APA will be a legal, valid, and effective transfer of the Purchased Assets.

S. This Court conducted the Sale Hearing on [•], 2025, at which time this Court considered the Motion, the evidence and testimony presented, and the statements and arguments of counsel presented at the Sale Hearing, as applicable, in support of the Motion, the Dallas APA, and the Dallas Sale Transaction. Except as otherwise expressly provided in this Sale Order, all objections to the Dallas Sale Transaction and the relief requested in the Motion, whether timely or untimely and whether written or made orally at the Sale Hearing, if any, were heard and considered by this Court. All such objections, if any, were either overruled by this Court, are resolved by the terms hereof or by separate agreement between the objecting party and the Debtors, or were adjourned or withdrawn as a result of an agreement between the objecting party and the Debtors.

T. The Purchaser would not have entered into the Dallas APA and would not consummate the Dallas Sale Transaction without entry of this Sale Order approving the Dallas



Sale Transaction transferring the Purchased Assets to Purchaser pursuant to section 363(f) of the Bankruptcy Code. Except as expressly provided otherwise in the Dallas APA or this Sale Order, the Debtors have satisfied the standard set forth in section 363(f) of the Bankruptcy Code for selling the Purchased Assets free and clear of all of the following (collectively, the “Interests”): including all Liens (other than Permitted Encumbrances), claims (including, but not limited to, those that constitute a “claim” as defined in section 101(5) of the Bankruptcy Code), encumbrances, obligations, liabilities, pledges, charges, demands, guarantees, actions, suits, defenses, deposits, credits, allowances, options, rights, restrictions, limitations, contractual commitments, rights of first refusal, rights of setoff or recoupment, royalties, hypothecations, preferences, debts, easements, suits, licenses, rights of recovery, judgments, orders and decrees of any court or foreign or domestic governmental entity, taxes (including foreign, state, and local taxes), covenants, indentures, instruments, leases, claims for reimbursement or subrogation, contribution, indemnity or exoneration, encumbrances, or interests of any kind or nature whatsoever against the Debtors, or any of the Purchased Assets, including, without limitation, any debts arising under or out of, in connection with, or in any way relating to, any acts or omissions, obligations, demands, guaranties, rights, contractual commitments, restrictions, product liability claims, environmental liabilities, employment or labor law claims or liabilities, employee pension or benefit plan claims, multiemployer benefit plan claims, retiree healthcare or life insurance claims or claims for taxes of or against the Debtors or against any property of the Debtors, claims arising under state or federal antitrust laws, any indemnification claim or liabilities relating to any act or omission of the Debtors or any other person prior to the Closing Date or any Excluded Liabilities, any derivative, vicarious, transferee or successor liability claims, alter ego claims, de facto merger claims, rights or causes of action (whether known or unknown, legal or equitable,

contingent, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, choate or inchoate, filed or unfiled, scheduled or unscheduled, perfected or unperfected, allowed or disallowed, noticed or unnoticed, recorded or unrecorded, material or non-material, statutory or non-statutory, and asserted or unasserted), whether arising prior to or subsequent to the commencement of the Debtors' chapter 11 cases, whether imposed by agreement, understanding, law, equity or otherwise, including without limitation (i) those Interests that purport to give to any party a right or option to effect a setoff against or any forfeiture, modification, or termination of the Debtors' interests in the Purchased Assets, or any similar rights, if any, (ii) those Interests arising under all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, hypothecations, liens, judgments, demands, encumbrances, rights of first refusal or charges of any land or nature, if any, (iii) those Interests that are Excluded Liabilities as set forth in the Dallas APA, (iv) those Interests held by the Prepetition Secured Parties (as defined in the Interim DIP Order) as provided in the order entered by the Court at Docket No. 108 (the "Interim DIP Order"), and (v) those Interests arising under or out of, in connection with, or in any way related to the Debtors or any of the Debtors' predecessors, Affiliates, or representatives, any of the Debtors' interests in the Purchased Assets, or the operation of any of the Debtors' businesses before the applicable Closing Date, including, without limitation, Interests based on successor liability, transferee liability, derivative liability, vicarious liability, *de facto* merger, continuation or continuity, or any similar theories under applicable state or federal law or otherwise. Each holder of an Interest in the Purchased Assets (a) has, subject to the terms and conditions of this Sale Order, consented or shall be deemed to have consented to the relief requested in the Motion and with respect to the Dallas Sale Transaction, (b) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Interest, or (c) otherwise falls

within the provisions of section 363(f) of the Bankruptcy Code. Those holders of Interests that did not object to, or withdrew their objections, if any, to, the relief requested in the Motion, the Dallas APA or the Dallas Sale Transaction are deemed to have consented to the relief requested in the Motion, including, without limitation, the sale of the Purchased Assets pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Interests that did object that have an Interest in the Purchased Assets could be compelled in a legal or equitable proceeding to accept money satisfaction of such Interest pursuant to section 363(f)(5) of the Bankruptcy Code or fall within one or more of the other subsections of 363(f) of the Bankruptcy Code and, therefore, are adequately protected by having their Interests that constitute interests in the Purchased Assets, if any, attach solely to the proceeds of the Dallas Sale Transaction ultimately attributable to the property in which they have an Interest, in the same order of priority and with the same validity, force, and effect that such holders had prior to the Dallas Sale Transaction, subject to any defenses of the Debtors.

U. The Purchaser has not expressly or impliedly assumed any obligation of the Debtors, or any other party, with respect to the Interests and the Excluded Liabilities, whether at law or in equity, whether by payment, setoff, recoupment, or otherwise, directly or indirectly, and whether from the Purchased Assets or otherwise, including, without limitation, based on successor, transferee, derivative, or vicarious liability.

V. The Dallas Sale Transaction described by the Dallas APA and the Transaction Documents does not amount to a consolidation, merger, or *de facto* merger of the Purchaser and any of the Debtors and/or any of the Debtors' estates.

W. There is no continuity between the Purchaser and any of the Debtors. The Purchaser is not holding itself out to the public as a continuation of any of the Debtors or their

respective estates, businesses, or operations. The Purchaser is not a mere continuation of any of the Debtors or their respective estates, businesses, or operations. There is no common identity between any of the Debtors and the Purchaser. The Purchaser does not constitute a successor or a successor in interest to any of the Debtors or their estates.

X. The Purchaser and the Debtors are not entering into the Dallas APA and Transaction Documents or consummating the Dallas Sale Transaction for the fraudulent purpose of escaping liability for the Debtors' obligations or to defraud creditors in any way.

Y. The Purchaser expressly negotiated for the protection of obtaining the Purchased Assets free and clear of all of the Interests, including, without limitation, any potential successor liability claims. The total consideration to be provided under the Dallas APA reflects the Purchaser's reliance on this Sale Order to provide it, pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, with title to and possession of the Purchased Assets free and clear of all of the Interests of any kind or nature whatsoever (including, without limitation, any potential successor liability claims). The Purchaser would not have entered into the Dallas APA and would not consummate the Dallas Sale Transaction if the sale of the Purchased Assets to the Purchaser by the Debtors was not free and clear of all of the Interests of any kind or nature whatsoever, as contemplated by this Sale Order, or if the Purchaser would, or in the future could, be liable for any of the Interests, including, without limitation, rights or claims based on any successor, transferee, derivative, or vicarious liabilities. The Purchaser would not have entered into the Dallas APA and would not consummate the Dallas Sale Transaction if the Purchaser would not be authorized, as of the Closing Date, to operate under or renew any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Purchased Assets (subject to the terms and conditions of the Dallas APA); if such licenses, permits, registrations, and governmental

authorizations or approvals would not be deemed to have been transferred to the Purchaser as of the Closing Date; or if existing licenses or permits applicable to the business would not remain active and in place for the Purchaser's benefit until either new licenses and permits are obtained or existing licenses and permits are transferred.

Z. The Purchased Assets constitute property of the selling Debtors' estates and title thereto is vested in the selling Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The selling Debtors have all title, interest, and/or rights in the Purchased Assets required to transfer and to convey the Purchased Assets to the Purchaser, as required by the Dallas APA.

AA. The Debtors' agreement to enter into the Lease Termination Agreement constitutes a proper and good faith exercise of the Debtors' business judgment.

**NOW, THEREFORE, IT IS ORDERED THAT:**

1. The Motion and the relief requested therein, and entry into and performance under the Dallas APA and Lease Termination Agreement, is GRANTED and APPROVED, as set forth herein.

2. Except as stated otherwise herein, all objections to, or reservation of rights regarding, the relief requested in the Motion, the entry of this Sale Order, or the relief granted herein, that have not been withdrawn, waived, settled, or adjourned, or that have not otherwise been resolved pursuant to the terms hereof are hereby denied and overruled on the merits with prejudice. All Persons that failed to timely object, or withdrew their objections, to the Motion or the entry of this Sale Order are deemed to consent to the relief granted herein for all purposes, including, without limitation, pursuant to section 363(f)(2) of the Bankruptcy Code.

3. Notice of the Motion and the Sale Hearing was adequate, appropriate, fair, and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, and 6006, and the Bankruptcy Local Rules, and as such no further or other notice is required.

4. The sale of the Purchased Assets to the Purchaser on the terms and conditions contained in the Dallas APA and the Transaction Documents, including, without limitation, the Closing of the Dallas Sale Transaction as required by the Dallas APA, is hereby approved in all respects pursuant to sections 105(a), 363(b), 363(f), 363(m), and 365 of the Bankruptcy Code and Bankruptcy Rules 6004 and 6006. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtors are authorized to perform all obligations under and make all payments required by the Dallas APA and the Transaction Documents as and when due thereunder without further order of this Court. The Debtors, the Purchaser, and each of their respective officers, employees, and agents are hereby authorized to (i) execute the Dallas APA and the Transaction Documents, including the Dallas APA, and any prior execution of such agreements, documents, and instruments, including the Transaction Documents, is hereby ratified, (ii) perform all obligations under the Dallas APA and the Transaction Documents, to consummate each of the foregoing, including, without limitation, deeds, assignments, and other instruments of transfer, and to consummate the Dallas Sale Transaction, and any prior performance of such obligations or any prior consummation of such Dallas Sale Transaction is hereby ratified, and (iii) take all other and further actions as may be reasonably necessary to consummate and implement the Dallas Sale Transaction and to perform all obligations under the Dallas APA and the Transaction Documents and the consummation thereof, without any further corporate action or order of this Court. The

Purchaser shall not be obligated to proceed with the Closing under the Dallas APA until all conditions precedent to its obligation to do so thereunder have been satisfied or waived.

5. The sale of the Purchased Assets pursuant to the Dallas APA outside of a chapter 11 plan neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of the Debtors' subsequent chapter 11 plan. Neither the Dallas APA nor the Dallas Sale Transaction constitute a *sub rosa* chapter 11 plan.

6. As of the Closing, the consummation of the Dallas Sale Transaction shall effect a legal, valid, and enforceable sale and transfer of the Purchased Assets to the Purchaser, and shall vest the Purchaser with all legal, equitable, and beneficial right, title, and interest in and to the Purchased Assets free and clear of all of the Interests of any kind or nature whatsoever. The Dallas APA and the Transaction Documents are valid and binding contracts between the Debtors and the Purchaser and shall be enforceable pursuant to their terms. The Dallas APA, the Transaction Documents, and the Dallas Sale Transaction itself, and the consummation thereof, shall be specifically enforceable against and binding upon (without posting any bond) the Debtors and their respective Affiliates and subsidiaries and such parties' successors and assigns, the Debtors' estates, all creditors thereof (whether known or unknown), all holders of equity interests in any Debtor, holders of any of the Interests in, against, or on all or any portion of the Purchased Assets, the Purchaser and its respective successors and assigns, any chapter 11 trustee appointed in these chapter 11 cases or any chapter 7 trustee appointed upon a conversion of these chapter 11 cases to cases under chapter 7 of the Bankruptcy Code, and shall not be subject to rejection or avoidance by the foregoing parties or any other Person.

7. Except as expressly provided for in the Dallas APA or this Sale Order, pursuant to sections 105(a), 363(b), 363(f), 365(b), and 365(f) of the Bankruptcy Code, the Debtors are

authorized and directed to transfer the Purchased Assets to the Purchaser and, upon the Closing, the Purchaser shall have and take title to and possession of the Purchased Assets free and clear of and shall have no obligation with respect to all of the Interests (other than the Permitted Encumbrances) of any kind or nature whatsoever, including, without limitation, rights or claims based on any successor, transferee, derivative, or vicarious liabilities; *de facto* merger, continuation or continuity, or any similar theories under applicable state or federal law or otherwise. All holders of the Interests fall within one or more of the subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Interests attach to the net proceeds ultimately received by the Debtors and attributable to the Sale of the Purchased Assets against or in which such Interests are asserted, subject to the terms of such Interests, with the same validity, force, and effect, and in the same order of priority that such Interests now have against the Purchased Assets or their proceeds as of Closing, subject to any rights, claims, and defenses the Debtors or their estates, as applicable, may possess with respect thereto, in addition to any limitations on the use of such proceeds pursuant to any provision of this Sale Order. This Sale Order: (a) is and shall be effective as a determination that, unless otherwise provided herein, upon the Closing in accordance with the Dallas APA, all claims of any kind or nature whatsoever existing as to Purchased Assets, and any tax liability, prior to the Closing have been unconditionally released, discharged, and terminated, and that the conveyances described herein have been effected, with such Interests and liens attaching in order of priority to the proceeds of the Dallas Sale Transaction, and (b) is and shall be binding upon and shall authorize all entities, including without limitation all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state, federal, state and local officials and all



other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Purchased Assets conveyed to the Purchaser. All recorded Interests against the Purchased Assets from their records, official and otherwise, shall be deemed stricken upon the Closing in accordance with the Dallas APA and the terms of this Sale Order without the need for further action on the part of either the Purchaser or the Seller. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full; therefore, the Debtor is authorized and directed to sell the Purchased Assets free and clear of any liens, claims, and/or interests (other than the Permitted Encumbrances).

8. Those holders of Interests or claims who did not object (or who ultimately withdrew their objections, if any) to the Dallas Sale Transaction are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of Interests or claims who did object that have an interest in the Purchased Assets fall within one or more of sections 363(f)(1), 363(f)(3), 363(f)(4), or 363(f)(5) of the Bankruptcy Code and are therefore adequately protected by having their Interests or claims that constitute interests in the Purchased Assets, if any, attach solely to the proceeds of the Dallas Sale Transaction ultimately attributable to the property in which they have an interest, in the same order of priority and with the same validity, force, and effect that such holders had prior to the Dallas Sale Transaction, subject to any defenses of the Debtors.

9. Any and all Persons that have filed a financing statement, mortgage, mechanic's lien, *lis pendens*, or other document or agreement evidencing an Interest against or in the Purchased Assets are directed to deliver to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases, and/or any other similar documents necessary for the purpose of documenting all Interests that

such Person has against or in the Purchased Assets. For any Person who has not delivered such termination statements to the Debtors prior to the Closing, (a) the Debtors and/or the Purchaser are hereby authorized to execute and file such statements, instruments, releases, and/or other similar documents on behalf of such Person with respect to the Purchased Assets, (b) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Sale Order that, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Interests of any kind or nature against or in the Purchased Assets, and (c) the Purchaser may seek in this Court, or any other court of appropriate jurisdiction, to compel the appropriate parties to execute termination statements, instruments of satisfaction, releases, and/or other similar documents with respect to all Interests that such Person has against or in the Purchased Assets. This Sale Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office. Notwithstanding the foregoing, the provisions of this Sale Order authorizing the sale and assignment of the Purchased Assets free and clear of all Interests shall be self-executing, and neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Sale Order.

10. All Persons that are presently or on the Closing Date may be in possession of some or all of the Purchased Assets are directed to surrender possession of such Purchased Assets to the Purchaser as of the Closing Date.

11. The Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Purchased Assets (subject, in each case, to the terms of the Dallas APA), and all

such licenses, permits, registrations, and governmental authorizations or any other approvals are deemed to have been, and hereby are, directed to be transferred to the Purchaser as of the Closing Date. All existing licenses or permits applicable to the business shall remain active, in place, and, as applicable, shall be renewed for the Purchaser's benefit until either new licenses and permits are obtained or existing licenses and permits are transferred in accordance with applicable administrative procedures. To the maximum extent permitted by section 525(a) of the Bankruptcy Code, no Governmental Unit (as defined in section 101(27) of the Bankruptcy Code) or any representative thereof may revoke or suspend, or in any way challenge or fail to consent to any renewal of any permit or license relating to the operation of the Purchased Assets because of the filing or pendency of the Debtors' chapter 11 cases or the consummation of the Dallas Sale Transaction.

12. All Persons are hereby prohibited and enjoined from taking any action that would adversely affect or interfere with, or that would be inconsistent with, the ability of the Debtors to sell and transfer the Purchased Assets to the Purchaser in accordance with the terms of the Dallas APA, the Transaction Documents, or this Sale Order. Except as expressly permitted by the Dallas APA or this Sale Order, all Persons (and their respective successors and assigns), including, without limitation, all holders of claims or Interests, lenders, debt security holders, governmental, tax and regulatory authorities, parties to executory contracts and unexpired leases, creditors, contract counterparties, customers, landlords, licensors, employees and former employees, litigation claimants, pension plans, labor unions, trade creditors, and other Persons holding Interests of any kind or nature whatsoever against or in the Debtors or the Purchased Assets (whether known or unknown, legal or equitable, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, asserted or unasserted, whether arising prior to or

subsequent to the commencement of the Debtors' chapter 11 cases, whether imposed by agreement, understanding, law, equity, or otherwise), arising under or out of, in connection with, or in any way relating to, the Debtors, the operation of the Debtors' businesses prior to the Closing, the Purchased Assets, or the transfer of the Purchased Assets to the Purchaser (including, without limitation, any rights or claims based on any successor, transferee, derivative, or vicarious liabilities), shall be and hereby are forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing any Interests against the Purchaser, any of its Affiliates, officers, directors, members, partners, principals, or shareholders, any of their respective representatives, successors, designees, or assigns, the property of the foregoing, and the Purchased Assets transferred to the Purchaser or interests of the Debtors in such Purchased Assets. Following the Closing, no holder of an Interest against the Debtors shall interfere with the Purchaser's title to or use and enjoyment of the Debtors' former interests in the Purchased Assets, including, without limitation, taking any of the following actions with respect to or based on any Interest relating to the Purchased Assets or the transfer of the Purchased Assets to the Purchaser:

- (a) commencing or continuing in any manner any action or other proceeding against the Purchaser or its successors or assigns, assets or properties;
- (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Purchaser or its successors or assigns, assets, or properties;
- (c) creating, perfecting, or enforcing any Interest against the Purchaser, its successors or assigns, assets (including the Purchased Assets), or properties;
- (d) asserting any Interest as a setoff, right of subrogation, or recoupment of any kind against any obligation due Purchaser or its successors or assigns;
- (e) commencing or continuing any action in any manner or place that does not comply or is inconsistent with the provisions of this Sale Order or the agreements or actions contemplated or taken in respect thereof; or
- (f) interfering with,

preventing, restricting, prohibiting, or otherwise enjoining the consummation of the Dallas Sale Transaction.

13. As of the Closing, this Sale Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance, and transfer of the Purchased Assets and/or a bill of sale or assignment transferring indefeasible title and interest in the Purchased Assets to the Purchaser. Each and every federal, state, and local governmental agency or department is hereby authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the Dallas Sale Transaction and to reflect the effectiveness of the Dallas Sale Transaction.

14. The Purchaser, its Affiliates, and any of their respective officers, directors, members, partners, principals, employees, independent contractors, and shareholders (or equivalent) and any of their respective representatives, agents, predecessors, successors, or assigns shall not be and shall not be deemed, as a result of the consummation of the Dallas Sale Transaction or otherwise, (a) to be a successor of, successor employer of, successor entity of, to have successorship obligations relating to, or to otherwise be deemed a successor, to the Debtors or the Debtors' estates, including with respect to any labor, employment, employee, personnel, or worker related matter, law, or agreement, including any collective bargaining agreement, works council agreement, union agreement, area labor agreement, multiemployer agreement, project labor agreement, construction agreement, contractor agreement, building agreement, regional agreement, work standards agreement, or other labor Contract (collectively, a "Collective Bargaining Agreement"), any employee benefit plans, any defined benefit pension plan, or any multiemployer plans, and the Purchaser and/or its Affiliates, as applicable, shall instead be, and be deemed to be, a new employer, including with respect to, among other things, any and all federal

or state unemployment laws, including the Fair Labor Standards Act, any employee wage and hour law, privacy law, worker classification law, minimum wage law, overtime law, compensation or benefit law, meal or rest break law, time keeping law, employee record or documentation law, workers compensation law, unemployment compensation or tax law, or any other similar federal or state law (provided that the Purchaser shall pay employee-related liabilities solely to the extent expressly included in the Assumed Liabilities); (b) to have any common law successorship liability in relation to any Collective Bargaining Agreement, union, multiemployer organization, employee benefit plan, or multiemployer plan, including with respect to withdrawal liability or contribution obligations; (c) to have, *de facto* or otherwise, merged or consolidated with or into any of the Debtors or any of the Debtors' estates, (d) to be the successor of or a successor employer (as defined under COBRA and applicable regulations thereunder, common law, or otherwise) to the Debtors; (e) to have a common identity with the Debtors; (f) to be an alter ego, joint employer, single employer, a continuation or substantial continuation, or to be holding itself out as a mere continuation, of any of the Debtors or their respective estates, or any enterprise of any of the Debtors, (g) to be liable for any acts or omissions of the Seller or any of the other Debtors in connection with any Collective Bargaining Agreement, personnel, worker, employee, independent contractor, the conduct of the business, or the operation, funding, or administration of the employee benefit plans or multiemployer plans or arising under or related to the Purchased Assets other than as expressly set forth in the Dallas APA; (h) to have any successor liability, transferee liability, derivative liability, vicarious liability, or any similar theories of any kind or character including, without limitation, under any theory of foreign, federal, state, or local antitrust, environmental, successor, tax, ERISA, assignee or transferee liability, labor, product liability, employment, *de facto* merger, substantial continuity, or other law, rule, regulation, or doctrine,

whether known or unknown as of the Closing Date, whether now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated; or (i) except as expressly set forth in the Dallas APA, to have any successor liability, transferee liability, derivative, liability, vicarious liability, for any similar theories of any kind or character including under any pending, threatened, or potential claim, litigation, arbitration, settlement, investigation, fact circumstance, or event disclosed in the Transaction Documents; in each case whether known or unknown as of the Closing Date, whether now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated, except to the extent solely and expressly provided for in the Dallas APA. The Purchaser shall not assume, or be deemed to assume, or in any way be responsible for any liability or obligation of any of the Debtors and/or their respective estates, or any of their predecessors or Affiliates. The so-called “bulk sales,” “bulk transfer,” or other similar laws shall be waived in all necessary jurisdictions, including those relating to Taxes. Unless and except as expressly set forth in the Dallas APA, the Purchaser, its Affiliates, officers, directors, members, partners, principals, and shareholders (or equivalent) and any of their respective representatives, successors, or assigns, or the Purchased Assets shall have no liability or responsibility whatsoever with respect to, or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly (x) any Interest against the Debtors or against an insider of the Debtors, (y) any Interest or Excluded Liabilities, (z) the Debtors except as expressly set forth in the Dallas APA and the Transaction Documents.

15. The Dallas Sale Transaction specified in the Dallas APA is undertaken by the Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and, accordingly, neither the reversal nor modification on appeal of the

authorization provided in this Sale Order to consummate the sale shall affect the validity of the Dallas Sale Transaction or the transfer of the Purchased Assets authorized under this Sale Order, unless such authorization and consummation of the sale are duly and properly stayed pending such appeal. The Purchaser is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

16. Neither the Debtors nor the Purchaser have engaged in any conduct that would cause or permit the Dallas APA to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code. Accordingly, the Dallas and the Dallas Sale Transaction shall not be avoidable under section 363(n) of the Bankruptcy Code, and no party shall be entitled to any damages or other recovery pursuant to section 363(n) of the Bankruptcy Code in respect of the Dallas APA or the Dallas Sale Transaction. Specifically, the Purchaser has not acted in a collusive manner with any person or entity and the Purchase Price was not controlled by any agreement among bidders.

17. This Sale Order and the Dallas APA shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other Persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets. The terms and provisions of the Dallas APA, the Transaction Documents, and this Sale Order shall be binding in all respects upon the Debtors and their respective Affiliates and subsidiaries and such parties'



successors and assigns, the Debtors' estates, all creditors thereof (whether known or unknown), all holders of equity interests in any Debtor, holders of Interests in, against, or on all or any portion of the Purchased Assets, the Purchaser and its respective successors and assigns, and any and all third parties, notwithstanding any subsequent appointment of any trustee, examiners, "responsible persons" or other fiduciaries (collectively, the "Trustee") of the Debtors under any chapter of the Bankruptcy Code, as to which Trustee such terms and provisions likewise shall be binding, and the Dallas APA shall not be subject to rejection or avoidance under any circumstances.

18. This Sale Order shall be effective as a determination that, on the Closing, all Interests of any kind or nature whatsoever existing prior to the Closing have been unconditionally released, discharged, and terminated solely as to the Purchased Assets, and that the conveyances described herein have been effected.

19. The Dallas APA and the Transaction Documents may be modified, amended, or supplemented by the Debtors and the Purchaser, in a writing signed by such parties, and in accordance with the terms thereof, without further order of this Court; *provided*, that any such modification, amendment, or supplement (a) does not have a material adverse effect on the Debtors' estates or its creditors (including, for the avoidance of doubt, on the Interests and Liens of the DIP Secured Parties (as defined in the Interim DIP Order) and the Prepetition Secured Parties on the proceeds of the Purchased Assets, and (b) has been agreed to between the Seller and the Purchaser. Any material modification, amendment, or supplement to the Dallas APA and the Transaction Documents adversely affecting the Debtors' estates must be filed on the docket and served on all interested parties. Interested parties shall have five (5) business days to file an objection to any such material modification, amendment, or supplement. If no objections are

received within five (5) business days or the Court overrules such filed objections, the modified Dallas APA and Transaction Documents shall be effective.

20. Notwithstanding anything to the contrary in the Lease Termination Agreement, Landlord shall deliver the Letter of Credit to the Debtors within sixty (60) days of the Closing; *provided* that the Debtors have satisfied the conditions set forth in paragraph 2 of the Lease Termination Agreement (and subject to the Landlord's ongoing right to draw upon the Letter of Credit after the termination of the Lease Termination Agreement as a result of, *inter alia*, the Debtors' breach of their obligations to surrender the premises in the matter and condition required by the Dallas Facility Lease). Notwithstanding any other provision of this Order or anything to the contrary in the Dallas APA or any Transaction Document, the Purchaser shall not be required to consummate any part of the Dallas Sale Transaction unless the conditions set forth in Paragraph 2(i) of the Lease Termination Agreement have first, or concurrently with such consummation, been satisfied (and not waived or amended, supplemented or otherwise modified).

21. Nothing contained in any chapter 11 plan filed in the Debtors' chapter 11 cases or any subsequent order of this Court, including, without limitation, any order confirming any such chapter 11 plan, any order authorizing the sale of assets of the Debtors pursuant to any section of the Bankruptcy Code, and any order approving wind-down or dismissal of any Debtor's chapter 11 case or any subsequent chapter 7 case shall change, supersede, abrogate, nullify, restrict, or conflict with the provisions of the Dallas APA, the Transaction Documents, or this Sale Order, or in any way prevent or interfere with the consummation or performance of the Dallas Sale Transaction.

22. The failure to specify or include any particular provisions of the Dallas APA or the Transaction Documents in this Sale Order shall not diminish or impair the effectiveness of such

provisions, it being the intent of this Court that the Dallas APA, the Transaction Documents, and the Dallas Sale Transaction be authorized and approved in their entirety.

23. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted solely to the extent necessary to (a) allow the Purchaser to deliver any notice provided for in the Dallas APA and the Transaction Documents, and (b) allow the Purchaser to take any and all actions permitted under the Dallas APA and the Transaction Documents in accordance with the terms and conditions thereof. The automatic stay imposed by section 362 of the Bankruptcy Code shall be modified solely to the extent necessary to implement the preceding sentence, and this Court shall retain exclusive jurisdiction over any and all disputes with respect thereto.

24. The requirements set forth in Bankruptcy Rules 6004 and 6006 have been satisfied or are otherwise deemed to be waived. As provided by Bankruptcy Rule 9014, the terms of this Sale Order shall be effective and enforceable immediately upon entry and shall not be subject to stay provisions contained in Bankruptcy Rules 6004(h) and 6004(d).

25. To the extent anything contained in this Sale Order conflicts with a provision in the Dallas APA or Transaction Documents, this Sale Order shall govern and control. Notwithstanding the foregoing, nothing in this Sale Order shall modify or waive any closing conditions or termination rights in the Dallas APA, and all such conditions and rights shall remain in full force and effect in accordance with their terms.

26. The provisions of this Sale Order, the Dallas APA, and the Transaction Documents are non-severable and mutually dependent.

27. This Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of the Dallas APA, the Transaction Documents, and this Sale Order, and each of the agreements executed in connection therewith to which the

Debtors are a party or which has been assigned to the Purchaser by the Debtors, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Dallas Sale Transaction. This Court retains jurisdiction to compel delivery of the Purchased Assets, to protect the Purchaser and its assets, including the Purchased Assets, against any Interests or successor or transferee liability and to enter orders, as appropriate, pursuant to sections 105(a), 363, or 365 (or other applicable sections) of the Bankruptcy Code necessary to transfer the Purchased Assets to the Purchaser. In the event this Court abstains from exercising or declines to exercise jurisdiction with respect to any matter referenced in this paragraph or is without jurisdiction, such abstention, refusal, or lack of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction of any other court having competent jurisdiction with respect to any such matter.

28. The Purchaser has standing to seek to enforce any terms of this Sale Order, the Dallas APA, and the Transaction Documents in this Court or any other court with competent jurisdiction.

29. Notwithstanding anything to the contrary herein, as adequate protection for the alleged claims and liens of Dallas County [Claim Docket No. 2], \$83,258.86 shall be deposited by the Debtors in a segregated account (the “Dallas County Tax Escrow”) at the Closing of the Transactions prior to the distribution of any such proceeds to any other creditor; *provided* that, to the extent any amounts are paid to Dallas County on account of taxes owed prior to the Closing, the Dallas County Tax Escrow shall be reduced on a dollar-for-dollar basis. Any valid liens of Dallas County shall attach to the proceeds of the Transactions to the same extent and with the same priority as such liens currently attach to the applicable property of the Debtors. The claims and liens of Dallas County shall remain subject to any objections any party (including the Debtors)

would otherwise be entitled to raise as to the priority, validity, or extent of such liens. Other than as set forth herein, the Dallas County Tax Escrow is not a cap on the amounts Dallas County may be entitled to receive and may only be distributed upon agreement between Dallas County and the Debtors, or upon order of the Court with notice to Dallas County; *provided*, that, if after distributions, if any, are made in complete satisfaction of the claims of Dallas County, any excess cash remaining in the Dallas County Tax Escrow shall revert to the Debtors.

30. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

31. This Sale Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding the possible applicability of Rules 6004, 6006, 7062, or 9014 of the Bankruptcy Rules, or otherwise, the provisions of this Sale Order shall be immediately effective and enforceable upon its entry.

Order submitted by:

**SIDLEY AUSTIN LLP**

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*Proposed Attorneys to the Debtors  
and Debtors in Possession*

**Exhibit 1**

**Dallas APA**

**Execution Version  
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**ASSET PURCHASE AGREEMENT**

by and between

**HARVEST MEAT COMPANY, INC.**

and

**BUCKHEAD MEAT OF DALLAS, INC.**

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Dated as of May 5, 2025

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**STRICTLY PRIVATE AND CONFIDENTIAL DRAFT FOR DISCUSSION PURPOSES ONLY. CIRCULATION OF THIS DRAFT SHALL NOT GIVE RISE TO ANY DUTY TO NEGOTIATE OR CREATE OR IMPLY ANY OTHER LEGAL OBLIGATION. NO LEGAL OBLIGATION OF ANY KIND WILL ARISE UNLESS AND UNTIL A DEFINITIVE WRITTEN AGREEMENT IS EXECUTED AND DELIVERED BY ALL PARTIES.**



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## **ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT** (this “Agreement”) is made and entered into as of the 5th day of May, 2025, by and between **HARVEST MEAT COMPANY, INC.**, a Delaware corporation (“Seller”), and Buckhead Meat of Dallas, Inc., a Texas corporation (“Purchaser”). Seller and Purchaser are each individually referred to herein as a “Party” and collectively, as the “Parties”.

### **RECITALS**

WHEREAS, as of immediately prior to the Closing, Seller leases from Landlord, pursuant to the Facility Lease, premises containing approximately 69,748 rentable square feet located in the cold storage facility located at 2800 Cedardale Road (aka 4150 Noth Dallas Highway), Suite 2, Dallas, Texas 75241 (such premises in such facility, the “Facility”);

WHEREAS, the Facility Lease requires that the Seller maintain a letter of credit (the “LOC”) as security for the performance of the Seller’s obligations under the Facility lease;

WHEREAS, in connection with the LOC, \$590,000 of cash of the Seller’s is restricted and cannot be used by the Seller (the “Lease Restricted Cash”);

WHEREAS, Seller desires to terminate the Facility Lease and to access and use the Lease Restricted Cash;

WHEREAS, with the Seller’s permission, the Purchaser has entered into negotiations with the Landlord concerning a potential lease of the Facility from Landlord to the Purchaser (the “Purchaser Facility Lease”);

WHEREAS, in connection with the Closing and the Purchaser Facility Lease, the Seller intends to terminate the Facility Lease, decreasing materially the liabilities for which the Seller would otherwise be responsible in connection with the Facility Lease, allowing the Seller to access and use the Restricted Cash and providing other material benefits to the Seller;

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, the assets set forth on Exhibit A attached hereto (collectively, the “Purchased Assets”), on the terms and subject to the conditions set forth herein;

WHEREAS, the Seller has retained Hilco Global to provide valuation and advisory services to the Seller in connection with the sale of various assets of the Seller, including the Purchased Assets;

WHEREAS, after soliciting bids for the Purchased Assets and performing research, Hilco Global estimated a value of \$600,000–\$750,000 for the Purchased Assets;

WHEREAS, the Purchaser’s payment of the Purchase Price, combined with the ability of the Seller to access and use the Restricted Cash and the material reduction in the Seller’s liabilities under the Facility Lease, both of which are the result of the Purchaser Facility Lease, provide substantially more value to the Seller than such estimated value for the Purchased Assets; and

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WHEREAS, the Purchaser will not enter into the Purchaser Facility Lease unless the Purchaser acquires the Purchased Assets under this Agreement, and the Purchaser will not purchase the Purchased Assets hereunder unless the Purchaser enters into the Purchaser Facility Lease, and therefore, under the totality of the circumstances, the Purchase Price and the other consideration provided herein, constitutes reasonably equivalent value for the Purchased Assets.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

## **1. DEFINITIONS AND TERMS**

**1.1 Definitions.** As used in this Agreement, the following terms shall have the meanings set forth or as referenced below:

“Action” shall mean any action, suit, claim, complaint, litigation, investigation, audit, proceeding, charge, mediation, arbitration or other similar dispute.

“Affiliate” shall mean, with respect to any Person, any other Person controlling, controlled by or under common control with such Person. For purposes of this definition and this Agreement, the term “control” (and correlative terms) shall mean the power, whether by contract, equity ownership or otherwise, to direct the policies or management of a Person.

“Agreement” shall have the meaning set forth in the preamble.

“Ancillary Agreements” shall mean, collectively, the Bill of Sale, the Lease Termination, and any other agreements and instruments executed and delivered in connection with the Transactions.

“Bankruptcy Court” shall mean the United States Bankruptcy Court for the Northern District of Texas Dallas Division.

“Bill of Sale” shall mean the Bill of Sale in the form acceptable to Purchaser.

“Business Day” shall mean any day other than: (a) a Saturday, Sunday or federal holiday; or (b) a day on which commercial banks in New York, New York are authorized or required to be closed pursuant to applicable Law.

“Closing” shall mean the consummation of the Transactions pursuant to the terms of this Agreement.

“Closing Date” shall have the meaning set forth in Section 3.1(a).

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Contract” shall mean any written agreement, undertaking, lease, license, contract, note, mortgage, indenture, arrangement or other written obligation (other than any Benefit Plan).

“Excluded Assets” shall have the meaning set forth in Section 2.2.

“Excluded Liabilities” shall have the meaning set forth in Section 2.3.

“Facility” shall have the meaning set forth in the recitals.

“Facility Lease” shall mean, collectively, the following:

- (a) Multitenant Net Lease Agreement, dated July 21, 2022, between Landlord and Seller;
- (b) Form of Memorandum of Commencement Date, dated September 5, 2022, between Landlord and Seller;
- (c) First Amendment, dated October 18, 2022, between Landlord and Seller;
- (d) Estoppel Certificate, by Tenant;
- (e) Letter Agreement dated January 27, 2023 between Landlord and Tenant;
- (f) Change of Landlord Notice and Rent Address dated July 26, 2023; and
- (g) Estoppel Certificate attached to Letter dated June 16, 2023.

“Facility Operations” shall mean the operations of the Facility conducted by Seller and its subsidiaries as of the date hereof.

“GAAP” shall mean accounting principles and practices generally accepted in the United States of America.

“Governmental Authority” shall mean any supranational, national, federal, state or local judicial, legislative, executive or regulatory authority.

“Governmental Authorizations” shall mean any licenses, permits, certificates or other authorization or approval under any applicable Law issued by a Governmental Authority.

“Governmental Order” shall mean any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“Insolvency Action” shall have the meaning set forth in Section 4.8.

“Landlord” shall mean Cold Summit Dallas I Joint Venture, LLC, a Delaware limited liability company.

“Laws” shall include any federal, state, foreign or local law, common law, statute, ordinance, rule, regulation, code or Governmental Order.

“Lease Termination” shall have the meaning set forth in Section 3.1(b)(v).

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“Liabilities” shall mean any and all debts, liabilities and obligations, whether accrued or fixed, known or unknown, absolute or contingent, matured or unmatured or determined or determinable.

“Liens” shall mean any lien (whether voluntary, involuntary, statutory or otherwise), option, pledge, hypothecation, equitable interest, security interest, mortgage, charge or other encumbrance, whether relating to realty, personalty or any combination thereof (or any mixed realty and personalty). Without limiting the foregoing, “Liens” shall include all liens, claims, interest, and encumbrances, without limitation, each of the following: (a) statutory liens or encumbrances arising out of operation of Law whether or not any related Liability is delinquent; (b) liens or encumbrances relating to Taxes; (c) mechanics’, materialmens’, carriers’, workmens’, warehousemens’, repairmens’, landlords’ or other like liens, encumbrances or security obligations, whether or not any related Liability is delinquent or being contested in good faith; and (d) pledges, liens, security interests or other encumbrances relating to borrowed money or other financing arrangements, including any finance or capital lease.

“Permitted Encumbrances” shall mean any Liens described on Exhibit B.

“Person” shall mean an individual, a limited liability company, a joint venture, a corporation, a partnership, an association, a trust, a division or operating group of any of the foregoing or other entity or organization.

“Post-Closing Tax Period” shall mean (a) any taxable period beginning after the Closing Date and (b) the portion of any Straddle Period beginning immediately after the Closing Date and ending on the last day of such Straddle Period.

“Pre-Closing Tax Period” shall mean (a) any taxable period ending at or before the close of the Closing Date and (b) the portion of any Straddle Period beginning on the first day of such Straddle Period and ending at the close of the Closing Date.

“Purchase Price” shall mean an amount equal to \$260,000.

“Purchased Assets” shall have the meaning set forth in the recitals.

“Purchaser” shall have the meaning set forth in the preamble.

“Purchaser Indemnified Party” shall have the meaning set forth in Section 7.1.

“Rejection Order” shall mean a final, non-appealable order of the Bankruptcy Court (which, for the avoidance of doubt, may also be the Sale Order) entered in accordance with Section 365 of the Bankruptcy Code approving the rejection of the Facility Lease and authorizing the Seller to terminate the Facility Lease effective on or before the Closing Date.

“Sale Order” shall mean an final, non-appealable order of the Bankruptcy Court entered in accordance with Section 363 of the Bankruptcy Code approving this Agreement and all of the terms and conditions hereof, in form and substance acceptable to Purchaser and the Seller, in each Party’s commercially reasonable discretion, and at a minimum approving and authorizing the Seller to consummate the Transactions and transfer the Purchased Assets to the Purchaser free and

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clear of all Liens to the fullest extent permitted pursuant to Section 363(f) of Title 11 of the United States Code (the “Bankruptcy Code”) and other applicable Laws, and containing findings of fact that (i) Purchaser has acted in “good faith” within the meaning of Section 363(m) of the Bankruptcy Code; (ii) Purchaser has acted without collusion and that the sale of the Purchased Assets was not controlled by an agreement among potential purchasers within the meaning of Section 363(n) of the Bankruptcy Code; (iii) the Transactions did not constitute a de facto merger of Seller and Purchaser and Purchaser shall not be deemed to be a successor of the Seller under any applicable non-bankruptcy law, (iv) the Purchase Price paid by Purchaser for the Purchased Assets constitutes fair consideration and provided the Seller with reasonable equivalent value in exchange for the transfer of the Purchaser Assets to Purchaser; and, provide any other similar or necessary findings of fact customary for such an order.

“Seller” shall have the meaning set forth in the preamble.

“Straddle Period” shall mean any taxable period beginning on or before and ending after the Closing Date.

“Tax Return” shall mean any return, report, declaration, information return, statement or other document filed or required to be filed with any Taxing Authority in connection with the determination, assessment or collection of any Tax or the administration of any Laws relating to any Tax.

“Taxes” shall mean all taxes, charges, duties, fees, levies or other assessments, including income, excise, property, sales or use, amounts relating to escheat, unclaimed property, value added, profits, license, withholding (with respect to compensation or otherwise), payroll, employment, net worth, capital gains, transfer, stamp, social security, environmental, occupation and franchise taxes, imposed by any Taxing Authority, and including any interest, penalties and additions attributable thereto.

“Taxing Authority” shall mean any governmental or regulatory authority, body or instrumentality exercising any authority to impose, regulate or administer the imposition of Taxes.

“Transactions” shall mean, collectively, the transactions contemplated by this Agreement and the Ancillary Agreements, including the purchase and sale of the Purchased Assets and the termination of the Facility Lease.

“Transfer Taxes” shall mean any federal, state, county, local, foreign and other sales, use, transfer, value added, conveyance, documentary transfer, stamp duty, recording or other similar tax, fee or charge imposed in connection with the Transactions or the recording of any sale, transfer or assignment of property (or any interest therein) effected pursuant to this Agreement.

## **1.2 Other Definitional Provisions.**

(a) The headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to an Exhibit, Article,

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Section or Schedule, such reference shall be to an Exhibit, Article, Section or Schedule of this Agreement unless otherwise indicated.

(b) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb). 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. The words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word “or” shall not be exclusive. Any capitalized term used in any Schedule or Exhibit but not otherwise defined therein shall have the meaning given to them as set forth in this Agreement. All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP. References to “written” or “in writing” include documents in electronic form or transmission by email.

(c) The terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa, and words denoting any gender include all genders.

(d) The words “dollars” and “\$” shall mean United States dollars.

(e) The words “including” shall mean “including, without limitation.”

(f) Except as otherwise specifically provided herein, all references in this Agreement to any Law include the rules and regulations promulgated thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and shall also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith; provided, that for purposes of any representations and warranties set forth in this Agreement that are made as of a specific date, references to any Law shall be deemed to refer to such Law as amended as of such date.

(g) Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. Whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day. When calculating the period of time before which, within which or following which an 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.

(h) Each representation or warranty of Seller in this Agreement is made only with respect to the Purchased Assets or other matters expressly covered thereby, and Seller is not making any representation with respect to any other business or activities conducted by Seller or any of its Affiliates not covered by such representation or warranty.

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## **2. PURCHASE AND SALE**

**2.1 Purchase and Sale of Assets.** Upon the terms and subject to the conditions set forth herein, at the Closing, Seller hereby sells, conveys, assigns and transfers to Purchaser, and Purchaser hereby purchases, acquires and accepts from Seller, free and clear of all Liens, other than Permitted Encumbrances, all the right, title and interest of Seller in, to or under the Purchased Assets. The Parties hereby acknowledge and agree that (a) the Purchase Price constitutes reasonably equivalent value for the Purchased Assets and (b) the proceeds received by Seller pursuant to this Agreement in consideration of the sale of the Purchased Assets may be subject to Liens in favor of Seller's existing lenders.

**2.2 Excluded Assets.** Purchaser acknowledges and agrees that it is not acquiring, pursuant to this Agreement, any of the Ancillary Agreements or any of the Transactions, any rights, title or interest in, to or under any asset that is not expressly included as a Purchased Asset (all such assets that are not expressly included as Purchased Assets, collectively, the "Excluded Assets").

**2.3 Exclusion of Liabilities.** It is expressly understood and agreed that neither Purchaser nor any Affiliate thereof has agreed to, intends to or will assume or have any Liability or obligation whatsoever with respect to any of the obligations, Liabilities, contracts, debts, claims, costs, expenses, Taxes, agreements or understandings, of any kind or nature whatsoever at any time existing or asserted, of Seller or any Affiliate thereof, whether or not accrued on the financial statements of any Person or recorded in the books and records of such Person, whether fixed, contingent or otherwise, whether known or unknown, whether arising prior to, on or after the Closing Date and whether or not relating to the Purchased Assets or the Facility Lease (collectively, the "Excluded Liabilities"). Seller shall, and shall cause its Affiliates to, satisfy such Excluded Liabilities as and when such become due.

**2.4 Purchase Price.** In consideration of the sale and transfer of the Purchased Assets, Purchaser agrees to pay to Seller the Purchase Price at the Closing. The Purchase Price shall be paid in immediately available funds at the Closing, by wire transfer in accordance with written instructions given by Seller to Purchaser not less than two Business Days prior to the Closing.

**2.5 Transfer Taxes.** All Transfer Taxes incurred in connection with this Agreement and the Transactions shall be paid by Seller. Purchaser and Seller shall cooperate in timely preparing and filing all Tax Returns as may be required to comply with the provisions of such Transfer Tax laws. Seller shall provide copies of such Tax Returns, and reasonable evidence of the payment of any related Taxes, promptly upon Purchaser's request from time to time.

## **3. CLOSING**

### **3.1 Closing.**

(a) Subject to the satisfaction or waiver (where permissible, by the Party benefiting therefrom) of the conditions set forth in Article 7, the Closing shall be consummated on the second Business Day following the date on which all of the conditions set forth in Article 7 (excluding those that by their nature are to be satisfied as part of the

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Closing but subject to the satisfaction of such conditions at Closing) have been satisfied or waived (where permissible, by the Party benefiting therefrom), remotely via the electronic exchange of documents and signature pages, or at such other time and place as shall be agreed upon by Purchaser and Seller. The date on which the Closing actually occurs is referred to herein as the “Closing Date”. The Closing shall be effective as of 12:01 a.m., Central Time, on the Closing Date.

(b) At the Closing, Seller shall deliver or cause to be delivered to Purchaser:

(i) at the Facility, the Purchased Assets and any related keys, passwords or credentials;

(ii) counterparts of each of the Ancillary Agreements, each duly executed on behalf of Seller;

(iii) an agreement in form and substance reasonably satisfactory to Purchaser of the termination of the Facility Lease, duly executed on behalf of Seller and Landlord (the “Lease Termination”); and

(iv) an IRS W-9 for the Seller.

(c) At the Closing, Purchaser shall deliver or cause to be delivered to Seller:

(i) the Purchase Price; and

(ii) counterparts of each of the Ancillary Agreements, each duly executed on behalf of Purchaser.

#### **4. REPRESENTATIONS AND WARRANTIES OF SELLER**

Except as set forth on Schedule 4, Seller represents and warrants to Purchaser as follows as of the date hereof and as of the Closing Date:

**4.1 Organization.** Seller is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware.

#### **4.2 Authority; Binding Effect.**

(a) Seller has all requisite corporate power and authority to (i) own and operate its properties and assets, to carry on the Facility Operations as it is being conducted as of immediately prior to the date hereof and (ii) execute and deliver this Agreement and each other Ancillary Agreement and to perform its obligations hereunder and thereunder. The execution and delivery by Seller of this Agreement and the Ancillary Agreements to which it is or will be a party, and the performance by Seller of its obligations hereunder and thereunder, have been duly authorized by all requisite corporate action.

(b) Each of this Agreement and the Ancillary Agreements has been duly executed and delivered by Seller and constitutes a valid and binding obligation of Seller,



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in each case enforceable against Seller in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar Laws affecting creditors' rights generally or by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or law) (the "Enforceability Exceptions").

#### **4.3 Non-Contravention.**

(a) The execution and delivery of this Agreement by Seller does not, the execution and delivery of the Ancillary Agreements at the Closing will not, and the consummation of the Transactions and compliance with the terms and conditions hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or loss of a material benefit under, or result in the creation of any Liens (other than Permitted Encumbrances) upon any of the Purchased Assets under, any provision of (i) the certificate of incorporation or bylaws of Seller, (ii) any judgment, order or decree, or, subject to the matters referred to in Section 4.3(b), Laws applicable to Seller or the Purchased Assets or (iii) any Contract binding on the Seller or any Affiliate thereunder or relating to any of the Purchased Assets.

(b) No consent, approval, license, permit, order or authorization of, or registration, declaration or filing with, any Person or any Governmental Authority is required to be obtained or made by or with respect to Seller in connection with the execution, delivery and performance of this Agreement, the Ancillary Agreements or the consummation of the Transactions other than such consents, approvals, licenses, permits, orders, authorizations, registrations, declarations and filings that have already been made or obtained.

**4.4 Brokers.** Except for Houlihan Lokey and Hilco Global (the fees and expenses of which will be borne by Seller and its Affiliates as an Excluded Liability), no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Seller or any of its Affiliates.

**4.5 Title to Purchased Assets.** Seller has good and valid title to all of the Purchased Assets free and clear of any and all Liens (including any Liens of JP Morgan, Wells Fargo, Performance Good Group, Toshiba or U.S. Bank Equipment Finance or any Affiliate of any of the foregoing) other than any Permitted Encumbrances. All of the Purchased Assets and rights relating to the Purchased Assets are held solely by the Seller, and no Affiliate of the Seller owns or has any rights in or to any of the Purchased Assets.

**4.6 Real Property.** The definition of "Facility Lease" identifies all amendments, renewals, supplements or modifications to the lease agreement referred to in such definition. Seller provided to the Purchaser a true, correct and complete copy of the Facility Lease (including all exhibits, schedules and attachments thereto), which, together with the Lease Termination, embodies the agreement entire of the Seller and its Affiliates, on the one hand, with the Landlord and its Affiliates, on the other hand. The Lease Termination duly, completely and irrevocably

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terminated the Facility Lease as of the Closing. As of immediately prior to the effectiveness of the Lease Termination at the Closing: (i) Seller leased the Facility pursuant to the Facility Lease, which was valid, binding, enforceable and in full force and effect, and Seller enjoyed peaceful and undisturbed possession of the Facility; (ii) Seller had not subleased or licensed, or otherwise granted to any Person the right to use or occupy, the Facility or any portion thereof; (iii) Seller had not pledged, mortgaged or otherwise granted any Lien on its leasehold interest in the Facility; and (iv) Seller had not assigned, transferred or otherwise disposed of any of its rights under the Facility Lease. With respect to Purchased Assets that are racking, such racking is in the same configuration and condition as of the walk-through with Purchaser conducted on April 3, 2025.

## **5. REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser represents and warrants to Seller as follows:

**5.1 Organization.** Purchaser is a corporation duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation.

### **5.2 Authority; Binding Effect.**

(a) Purchaser has all requisite corporate power and authority to (i) own and operate its properties and assets, (ii) carry on its business as it is now being conducted and (iii) execute and deliver this Agreement and each of the Ancillary Agreements and to perform its obligations hereunder and thereunder. The execution and delivery by Purchaser of this Agreement and the Ancillary Agreements, and the performance by Purchaser of its obligations hereunder and thereunder, have been duly authorized by all requisite corporate action.

(b) This Agreement has been duly executed and delivered by Purchaser and constitutes a valid and binding obligation of Purchaser, and each of the Ancillary Agreements will be, prior to the Closing, duly executed and delivered by Purchaser and will, after the Closing, constitute a valid and binding obligation of Purchaser, in each case enforceable against Purchaser in accordance with its terms, except as enforcement may be limited by the Enforceability Exceptions.

### **5.3 Non-Contravention.**

(a) The execution and delivery of this Agreement by Purchaser does not, and the execution and delivery by Purchaser of the Ancillary Agreements will not, and the consummation of the Transactions and compliance with the terms hereof and thereof will not, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancelation or acceleration of any obligation or to loss of a material benefit under, or result in the creation of any Liens upon any of the properties or assets of Purchaser under, any provision of (i) the certificate of incorporation or bylaws (or equivalent organizational documents) of Purchaser, (ii) any agreement, contract or other arrangement to which Purchaser is a party or by which any of its properties or assets are bound or (iii) any judgment, order, or decree, or, subject to the matters referred to in paragraph (b) below, Laws applicable to Purchaser or its properties

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or assets, other than, in the case of clauses (ii) and (iii) above, any such items that would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of Purchaser to timely consummate the Transactions.

(b) No consent, approval, license, permit, order or authorization of, or registration, declaration or filing with, any Governmental Authority is required to be obtained or made by or with respect to Purchaser in connection with the execution, delivery and performance of this Agreement, the Ancillary Agreements or the consummation of the Transactions, other than such consents, approvals, licenses, permits, orders, authorizations, registrations, declarations and filings the absence of which, or the failure to make or obtain which, would not, individually or in the aggregate, reasonably be expected to prevent, materially delay or materially impair the ability of Purchaser to timely consummate the Transactions.

**5.4 Brokers.** No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Purchaser or any of its Affiliates.

## **6. COVENANTS**

**6.1 Further Assurances.** For a period of 12 months after the Closing Date, if Seller becomes aware that any of the Purchased Assets has not been transferred to Purchaser, it shall promptly notify the Purchaser, and the Parties shall, as soon as reasonably practicable, ensure that such property is transferred, at Seller's expense and risk and with any necessary prior third-party approval, consent or waiver, to Purchaser.

**6.2 Conduct of Facility Operations.** From and after the date hereof until the earlier of the Closing and the termination of this Agreement pursuant to Article 9, except (x) as set forth on Schedule 6.2 or as otherwise expressly contemplated by this Agreement, (y) as Purchaser shall otherwise consent in writing (which consent shall not be unreasonably withheld, conditioned or delayed) or (z) as may be required to comply with any applicable Law, Seller shall not, in each case with respect to the Purchased Assets:

(a) other than (i) Permitted Encumbrances or (ii) "debtor in possession" financing Liens incurred in connection with any financing obtained pursuant to an order of the Bankruptcy Court in accordance with Section 364 of the Bankruptcy Code from and after the date of this Agreement that are discharged at or prior to the Closing, incur, create or assume any Lien with respect to any Purchased Asset;

(b) sell, transfer, lease, sublease, license or sublicense or otherwise dispose of any Purchased Assets;

(c) terminate any insurance with respect to any of the Purchased Assets until the Effective Time on the Closing Date;

(d) fail to maintain the Purchased Assets in accordance with past practices or use any Purchased Assets other than in accordance with past practices; or

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- (e) agree to take any of the foregoing actions.

**6.3 Payments from Third Parties.** If, after the Closing, either Party shall receive any payments or other funds due to the other pursuant to the terms of this Agreement, then the Party receiving such funds shall promptly forward such funds to the proper Party. The Parties acknowledge and agree there is no right of offset regarding such payments and a Party may not withhold funds received from third parties for the account of the other Party in the event there is a dispute regarding any other issue under this Agreement or any of the Ancillary Agreements.

**6.4 Insurance.** As of the Closing Date, the coverage under all insurance policies related to the Purchased Assets, the Facility Operations and the Facility Employees shall continue in force only for the benefit of Seller and its Affiliates and not for the benefit of Purchaser. Purchaser agrees to arrange for its own insurance policies (which may include self-insurance) with respect to the Purchased Assets, the Facility Operations and the Facility Employees covering all periods and agrees not to seek, through any means, to benefit from any insurance policies of Seller or any of its Affiliates that may provide coverage for claims relating in any way to the Purchased Assets, the Facility Operations or the Facility Employees prior to the Closing.

**6.5 Tax Matters.**

(a) Cooperation. After the Closing, each of Purchaser and Seller shall (and shall cause their respective Affiliates to): (i) assist the other Party in preparing any Tax Returns which such other Party is responsible for preparing and filing; (ii) cooperate fully in preparing for any audits of, or disputes with Taxing Authorities regarding, any Tax Returns that relate to the Purchased Assets; (iii) make available to the other and to any Taxing Authority as reasonably requested all information, records and documents relating to Taxes imposed with respect to the Purchased Assets; (iv) furnish the other Party with copies of all correspondence received from any Taxing Authority in connection with any Tax audit or information request with respect to any Tax for which such other Party may be liable; and (v) timely sign and deliver such certificates or forms as may be necessary or appropriate to establish an exemption from (or otherwise reduce), or file Tax Returns or other reports with respect to, Transfer Taxes.

(b) Withholding Taxes. Purchaser shall be entitled to deduct and withhold from any consideration or other amount payable or otherwise deliverable to any Person pursuant to this Agreement such amounts as Purchaser is required to deduct or withhold therefrom under the Code, or any Tax Law, with respect to the making of such payment. To the extent that such amounts are so deducted or withheld by Purchaser, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person to whom or to which such amounts would otherwise have been paid by Purchaser. As of the date of this Agreement, Purchaser acknowledges and agrees that, assuming Seller's compliance with the terms of this Agreement (including the delivery of a Form W-9), Purchaser will not withhold or deduct any amount from the Purchase Price under this Section 6.4(b).

(c) Straddle Period Taxes. For purposes of this Agreement, with respect to any Taxes imposed on the Purchased Assets with respect to any Straddle Period, such Taxes shall be allocated on a "closing of the books" basis as two partial periods, one ending at

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the time of the Closing and the other beginning immediately after the Closing, except that Taxes (such as property Taxes) imposed on a periodic basis shall be allocated on a daily basis.

**6.6 Risk of Loss.** The risk of loss for the Purchased Assets shall be borne by the Seller until the Closing and by Purchaser following the Closing.

## **7. CONDITIONS TO CLOSING**

**7.1 Conditions to the Obligations of Purchaser and Seller.** The obligation of each of Purchaser and Seller to consummate the Transactions shall be subject to the satisfaction or (to the extent permissible under applicable Law) waiver by the applicable Party, on or prior to the Closing Date of the following conditions:

(a) The Bankruptcy Court shall have entered the Sale Order, which shall be in full force and effect and not subject to a stay.

(a) The Bankruptcy Court shall have entered the Rejection Order, which order shall be in full force and effect and not subject to a stay.

(b) There shall not (i) be in effect any Law or Governmental Order issued by any court of competent jurisdiction or other Governmental Authority with competent jurisdiction that makes illegal or enjoins or prevents the consummation of the Transactions or (ii) have been commenced and be continuing any Action by any court of competent jurisdiction or other Governmental Authority with competent jurisdiction that seeks to make illegal, enjoin or prevent the Transactions.

**7.2 Conditions to the Obligations of Purchaser.** The obligation of Purchaser to consummate the Transactions shall, at the option of Purchaser, be subject to the satisfaction or (to the extent permissible under applicable Law) waiver, on or prior to the Closing Date of the following additional conditions:

(a) The representations and warranties of Seller contained in Article 4 shall be true and correct as of the date hereof and as of the Closing as though made on and as of the Closing (or, in the case of any representation or warranty which specifically relates to an earlier date, such earlier date).

(b) Seller shall have performed in all material respects its agreements and obligations contained in this Agreement required to be performed by it at or before the Closing.

(c) Seller shall have delivered to Purchaser a certificate, dated as of the Closing Date, signed on behalf of Seller by a duly authorized officer of Seller, confirming the satisfaction of the conditions set forth in Section 7.2(a) and Section 7.2(b).

(d) With respect to Purchased Assets that (i) are racking, such racking is in the same configuration and condition as of the walk-through with Purchaser conducted on

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April 3, 2025, and (i) are not racking, such Purchased Assets are at the Facility and in the same condition as of such walk-through.

(e) Landlord and Purchaser shall have entered into the Purchaser Facility Lease under terms and conditions acceptable to Purchaser, which shall only be effective in the event that the Transactions close and shall not be effective until the Closing Date.

(f) Seller shall have delivered, or caused to be delivered to Purchaser, those closing deliveries set forth in Section 3.1(b).

**7.3 Conditions to the Obligations of Seller.** The obligation of Seller to consummate the Transactions shall, at the option of Seller, be subject to the satisfaction or (to the extent permissible under applicable Law) waiver, on or prior to the Closing Date of the following additional conditions precedent:

(a) The representations and warranties of Purchaser contained in Article 5 shall be true and correct in all material respects as of the Closing as though made on and as of the Closing (or, in the case of any representation or warranty which specifically relates to an earlier date, such earlier date).

(b) Purchaser shall have performed in all material respects its agreements and obligations contained in this Agreement required to be performed by it at or before the Closing.

(c) Purchaser shall have delivered to Seller a certificate, dated as of the Closing Date, signed on behalf of Purchaser by a duly authorized officer of Purchaser, confirming the satisfaction of the conditions set forth in Section 7.3(a) and Section 7.3(b).

(d) Purchaser shall have delivered, or caused to be delivered to Seller, those closing deliveries set forth in Section 3.1(c).

**8. INDEMNIFICATION General.** The Seller shall indemnify and hold harmless Purchaser, its Affiliates and its and their respective stockholders, partners, members, officers, directors, managers, employees, agents, representatives, successors and assigns (the "Purchaser Indemnified Parties") any losses, costs, expenses, liabilities, claims, demands and judgments of every nature, including the cost of investigation and defense thereof and reasonable attorneys' fees incurred, that any such Purchaser Indemnified Party may suffer, sustain or become subject to, as a result of, in connection with, relating or incidental to or by virtue of: (i) any breach of any representation or warranty of Seller under this Agreement or in any of the Ancillary Documents furnished to Purchaser by Seller pursuant to this Agreement; (ii) any breach of any covenant, agreement or other provision by Seller under this Agreement or any Ancillary Agreement; and (iii) any Excluded Liability.

## **9. TERMINATION**

**9.1 Termination.** This Agreement may be terminated at any time prior to the Closing:

(a) by written agreement of Purchaser and Seller;

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(b) by Purchaser, by giving written notice of such termination to Seller, if (i) any one or more of the representations or warranties of Seller contained in Article 4 shall prove to have been inaccurate when made or (ii) Seller shall be in material breach of its agreements and obligations contained in this Agreement and, in the case of each of clause (i) and (ii), such inaccuracy or breach cannot be or has not been cured by the earlier of: (x) the date that is 10 days after written notice thereof is given by Purchaser to Seller and (y) the Closing Date;

(c) by Seller, by giving written notice of such termination to Purchaser, if (i) any one or more of the representations or warranties of Purchaser contained in Article 5 shall prove to have been inaccurate when made or (ii) Purchaser shall be in material breach of its agreements and obligations contained in this Agreement and, in the case of each of clause (i) and (ii), such inaccuracy or breach cannot be or has not been cured by the earlier of: (x) the date that is 10 days after written notice thereof is given by Purchaser to Seller and (y) the Termination Date;

(d) by either Purchaser or Seller, by giving written notice of such termination to the other Party, if the Closing shall not have occurred on or prior to June 30, 2025 (such date, unless otherwise extended by written agreement of Purchaser and Seller prior to such date, as the case may be, the “Termination Date”); provided the Party seeking to terminate this Agreement pursuant to this Section 9.1(d) shall not be entitled to terminate this Agreement if the failure to consummate the Closing by the Termination Date shall be due to the failure of such Party seeking to terminate this Agreement to have fulfilled any of its obligations under this Agreement; or

(e) by either Purchaser or Seller, by giving written notice of such termination to the other Party, if any court of competent jurisdiction or other Governmental Authority with competent jurisdiction shall have issued a Law or Governmental Order permanently making illegal, enjoining or prohibiting the consummation of the Transactions and such Law or Governmental Order shall have become final and nonappealable.

## **9.2 Effect of Termination.**

(a) In the event of the termination of this Agreement in accordance with Section 9.1, this Agreement shall thereafter become void and have no effect, and no Party shall have any Liability to the other Party or their respective Affiliates, directors, officers or employees; provided, however, that (i) no such termination shall relieve any Party of any Liability to the other Party resulting from any knowing and intentional breach of this Agreement; and (ii) the obligations of the Parties contained in this Section 9.2 and in Sections 10.2 (“Notices”), 10.9 (“Public Disclosure”), 10.10 (“Expenses”) and 10.12 (“Governing Law; Jurisdiction; No Jury Trial”) hereof shall survive the termination of this Agreement.

(b) Notwithstanding Section 9.1(a), in the event of the termination of this Agreement in accordance with Section 9.1 and at such time any Party is in material breach of or default under any term or provision hereof, such termination shall be without prejudice to, and shall not affect, any and all rights to damages that any other party may

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have hereunder or otherwise under applicable Law. The damages recoverable by the non-defaulting Party shall include all attorneys' fees reasonably incurred by such Party in connection with the Transactions.

## **10. MISCELLANEOUS**

**10.1 Survival.** The Parties, intending to modify the applicable statute of limitations, acknowledge and agree as follows:

(a) each Party's representations and warranties contained in this Agreement, any Ancillary Agreement or any certificate or other document delivered pursuant hereto shall survive the Closing for all purposes and continue in full force and effect until the sixth (6<sup>th</sup>) anniversary of the Closing, provided that the representations and warranties made in Section 6.8 (Tax Matters) shall survive until sixty (60) days after the expiration of the applicable statute or period of limitations with respect to the Liabilities in question.

(b) all covenants and other agreements contained in this Agreement, any Ancillary Agreement or any certificate or other document delivered pursuant hereto shall survive the Closing until the date that is sixty (60) days after the expiration of the applicable statute or period of limitations (unless such covenants or agreements terminate earlier in accordance with their respective express terms).

**10.2 Notices.** Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received: (a) if delivered by hand, when delivered; (b) if sent on a Business Day by email and receipt is confirmed or no failure message is generated, when transmitted; (c) if sent by email on a day other than a Business Day and receipt is confirmed or no failure message is generated, on the Business Day following the date sent; (d) if sent by registered, certified or first class mail, the third Business Day after being sent; and (e) if sent by overnight delivery via a national courier service, one Business Day after being sent, in each case to the address set forth beneath the name of such Party below (or to such other address as such Party shall have specified in a written notice given to the other Parties):

**to Seller:**

Harvest Meat Company, Inc.  
1022 Bay Marina Dr. Ste 106  
National City, California 91950  
Attention: Scott Fournier  
Email: sfournier@harvestsherwood.com

with required copies (which shall not constitute notice) to:

Sidley Austin LLP  
555 California Street Suite 2000  
San Francisco, California 94101  
Attn: Vijay S. Sekhon; Tommy N. Tsao



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Email: vsekhon@sidley.com; tommy.tsao@sidley.com

**to Purchaser:**

Buckhead Meat of Dallas, Inc.  
c/o Sysco Corporation  
1390 Enclave Parkway  
Houston, Texas 77077-2099  
Attn: Legal Department  
Email: Brant.Wischnewsy@sysco.com and Charles.Lupica@sysco.com

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

Arnall Golden Gregory LLP  
171 17th Street, NW, Suite 2100  
Atlanta, Georgia 30363  
Attn: Sean Fogarty and Joel Gossner  
Email: sean.fogarty@agg.com and joel.gossner@agg.com

**10.3 Amendment; Waiver.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed (i) in the case of an amendment, by Purchaser and Seller, and (ii) in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**10.4 Assignment.** No Party may assign any of its rights or obligations under this Agreement, including by sale of stock, operation of Law in connection with a merger or sale of substantially all the assets, without the prior written consent of the other Parties, except that (i) Purchaser may, without such consent, assign its rights to acquire the Purchased Assets hereunder, in whole or in part, to one or more of its Affiliates and (ii) Seller may, without such consent, assign its rights and obligations hereunder, in whole or in part, to one or more of its Affiliates; provided, however, that no such assignment by Purchaser or Seller shall relieve Purchaser or Seller, as applicable, of any of its respective obligations hereunder.

**10.5 Confidential Nature of Information.** Each Party agrees that all documents, materials and other information which it shall have obtained regarding the other Parties during the course of the negotiations leading to the consummation of the Transactions (whether obtained before or after the date hereof), the investigation provided for herein and the preparation of this Agreement, the Ancillary Agreements and other related documents shall be held in confidence. For the avoidance of doubt, Purchaser agrees that it will use reasonable efforts to keep and to cause its Affiliates and its and their representatives, employees, or agents to, keep confidential all documents, materials and other information which it shall have obtained regarding Seller or any of its Affiliates (other than, from and after the Closing Date, such portion of the information exclusively relating to the Purchased Assets) during the course of the negotiations leading to the consummation of the Transactions (whether obtained before or after the date hereof), the investigation provided for herein and the preparation of this Agreement and other related

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documents. Notwithstanding anything in this Section 8.5 to the contrary, the foregoing shall not restrict or limit any Party from (a) from bringing or defending any claim under this Agreement or any Ancillary Agreement, (b) disclosing any information necessary to comply with any applicable Law or the rules and regulations of any stock exchange upon which the securities of such Party or its Affiliates are listed, if any, (c) disclosing information to the personnel of such Party and its Affiliates or (d) disclosing information to the legal, accounting or other professional advisors of such Party or its Affiliates.

**10.6 Entire Agreement.** This Agreement, the exhibits and schedules referred to herein, the documents delivered pursuant hereto, including the Ancillary Agreements, contain the entire understanding of the Parties with regard to the subject matter contained herein or therein, and supersede all other prior representations, warranties, agreements, understandings or letters of intent between or among any of the Parties.

**10.7 Fulfillment of Obligations.** Any obligation of any Party to any other Party under this Agreement, which obligation is performed, satisfied or fulfilled by an Affiliate of such Party, shall be deemed to have been performed, satisfied or fulfilled by such Party.

**10.8 Parties in Interest.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than Purchaser, Seller or their respective successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

**10.9 Public Disclosure.** No Party shall originate any publicity, news release or other similar public announcement, written or oral, whether relating to this Agreement or any of the Ancillary Agreements or the existence of any arrangement between the Parties, without the prior written consent of the other Party whether or not named in such publicity, news release or other similar public announcement, except (a) either Party may originate any such publicity, news release or other similar public announcement as may be necessary to comply with any applicable Law or the rules and regulations of any stock exchange upon which the securities of such Party or its Affiliates are listed, if any, or (c) as may otherwise be required by any other applicable Law; provided that in such event under clauses (a) and (b), the Party issuing such publicity, news release or other similar public announcement shall still be required to consult with the other Party, whether or not named in such publicity, news release or other similar public announcement, a reasonable time prior to its release to allow the other Party to comment thereon and, after its release, shall provide the other Party with a copy thereof.

**10.10 Expenses.** Except as otherwise expressly provided in this Agreement, whether or not the Transactions are consummated, all costs and expenses incurred in connection with this Agreement and the Transactions shall be borne by the Party incurring such expenses.

**10.11 Interpretation.** Articles, titles and headings to sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The schedules and exhibits referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. Neither the specification of any dollar amount in any representation or warranty contained

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in this Agreement nor the inclusion of any specific item in any schedule hereto is intended to imply that such amount, or higher or lower amounts, or the item so included or other items, are or are not material, and no Party shall use the fact of the setting forth of any such amount or the inclusion of any such item in any dispute or controversy between the Parties as to whether any obligation, item or matter not described herein or included in any schedule is or is not material for purposes of this Agreement. Unless this Agreement specifically provides otherwise, the specification of any item or matter in any representation or warranty contained in this Agreement is not intended to imply that such item or matter, or other items or matters, are or are not in the ordinary course of business, and no Party shall use the fact of the setting forth or the inclusion of any such item or matter in any dispute or controversy between the Parties as to whether any obligation, item or matter not described herein is or is not in the ordinary course of business for purposes of this Agreement.

#### **10.12 Governing Law; Jurisdiction; No Jury Trial.**

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of laws.

(b) With respect to any Action relating to this Agreement, each Party expressly and irrevocably (i) expressly and irrevocably consents and submits to the exclusive jurisdiction of each state and federal court located in the County of New Castle, State of Delaware (and each appellate court located in the County of New Castle, State of Delaware) in connection with any such Action and (ii) waives any objection which it may have at any time to the laying of venue of any Action brought in any such court, waives any claim that such Action has been brought in an inconvenient forum and further waives the right to object, with respect to such Action, that such court does not have any jurisdiction over such Party.

(c) THE PARTIES HEREBY IRREVOCABLY WAIVE, AND AGREE TO CAUSE THEIR RESPECTIVE SUBSIDIARIES TO WAIVE, THE RIGHT TO TRIAL BY JURY IN ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE ANCILLARY AGREEMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY.

**10.13 Disclaimer of Warranties.** Except as expressly set forth in this Agreement, Seller makes no representation or warranty, inducement, promise, agreement assurance or statement, oral or written, of any kind, to Purchaser upon which Purchaser is relying, or in connection with which Purchaser has made or will make any decisions concerning the Purchased Assets, including with respect to any information or documents provided or made available to Purchaser or its counsel, accountants or advisors. Purchaser and its representatives and agents have made all inspections and investigations of the Purchased Assets deemed necessary or desirable by Purchaser. Purchaser is purchasing the Purchased Assets based on the results of its inspections and investigations, and not on any representation or warranty of Seller or any of its Affiliates not expressly set forth in this Agreement. EXCEPT AS TO THOSE MATTERS EXPRESSLY COVERED BY THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE 4, SELLER IS SELLING THE PURCHASED ASSETS ON AN “AS IS, WHERE IS, WITH ALL FAULTS” BASIS IN THEIR EXISTING CONDITION (WHETHER PHYSICAL, FINANCIAL OR

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OTHERWISE) AND SELLER DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS AND GUARANTEES WHETHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE 4, SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO FITNESS, NONINFRINGEMENT, MERCHANTABILITY, HABITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND NO IMPLIED WARRANTIES WHATSOEVER. Purchaser acknowledges that none of Seller, its Affiliates nor their respective directors, officers, employees, Affiliates, controlling Persons, agents, advisors and representatives nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any memoranda, charts or summaries heretofore made available by Seller or its representatives to Purchaser or any other information which is not expressly set forth in this Agreement or embodied in the representations and warranties herein and none of Seller, its Affiliates or their respective directors, officers, employees, Affiliates, controlling Persons, agents, advisors and representatives or any other Person will have or be subject to any liability to Purchaser or any other Person resulting from (i) the distribution of any such information to, or use of any such information by, Purchaser or any of its Affiliates, agents, consultants, accountants, counsel or other representatives, except to the extent covered by a representation or warranty herein or (ii) any errors in or omissions from any such information. Purchaser acknowledges and agrees that it is not relying, nor is it entitled to rely, upon any representations or warranties or other statements of fact or opinion, other than the representations and warranties expressly set forth in this Agreement.

**10.14 Specific Performance.** The Parties agree that irreparable damage would occur and that the Parties would not have any adequate remedy at law in the event that the obligations of the Parties to effect, on the terms and conditions set forth herein, the Closing hereunder were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that, notwithstanding anything contained to the contrary in this Agreement, the Parties shall be entitled to an injunction or injunctions to prevent such (and only such) breaches of this Agreement and to enforce specifically (without proof of actual damages or harm, and not subject to any requirement for the securing or posting of any bond in connection therewith) such terms and provisions of this Agreement in the United States District Court for the District of Delaware or any Delaware State court sitting in the County of New Castle, this being in addition to any other remedy to which they are entitled at law or in equity, including money damages.

**10.15 Non-Recourse.** No past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of Seller or its Affiliates shall have any liability for any obligations or liabilities of Seller under this Agreement or of Seller and its applicable Affiliates under any Ancillary Agreements of or for any claim based on, in respect of, or by reason of, any of the Transactions, except in the case of fraud by or on behalf of such Person.

**10.16 Counterparts; Exchange by Electronic Transmission.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement. This Agreement may be executed by PDF or by other means of electronic signature (including, e.g., DocuSign), and the exchange of a fully executed Agreement (in counterparts or otherwise) by electronic transmission in PDF format, shall in each case be sufficient to bind the Parties to the terms and conditions hereof. This Agreement and each Ancillary Agreement may be electronically signed.

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**10.17 Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any term or other provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid, illegal or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity, illegality or unenforceability, nor shall such invalidity, illegality or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.


*[Remainder of page intentionally left blank]*

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IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed as of the date first written above.

**HARVEST MEAT COMPANY, INC.**

DocuSigned by:

By:   
Name: ERIC KAUP  
Title: Chief Restructuring Officer

**BUCKHEAD MEAT OF DALLAS, INC.**

By: \_\_\_\_\_  
Name: Ryan Rumbarger  
Title: President/Chief Executive Officer

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IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed as of the date first written above.

**HARVEST MEAT COMPANY, INC.**

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

**BUCKHEAD MEAT OF DALLAS, INC.**

Signed by:  
  
By: \_\_\_\_\_  
Name: Ryan Rumbarger  
Title: President/Chief Executive Officer

*[Signature page to Asset Purchase Agreement]*

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**Exhibit A**  
**Purchased Assets**

(Attached.)



Sys No	HashKey	HashKey	Status	Class Description	Description	Acquisition Date	Location	Department	Class	S/U Asset Acct No	G/L Accum Acct No	Title No	Purchase Type	Vendor/PM	PM# Serial No	Title-Custodian	Replacement Value	R/V Override	Division	LIC# FA Control Number	Vehicle Type	Model	Model Year	Unit #	Cost	Dep	Net Book Value
2773	No	No	Active	Furniture & Fixtures	Security camera installation	12/01/2022	Dallas	Warehouse	F	1550-05-00	1550			Qovo Solutions			\$0.00	\$0.00	HMC	FA # 1674					44,058	(18,358)	25,701
2783	No	No	Active	Machinery & Equipment	Walkies Model 841FFRESOL and Batteries	01/01/2023	Dallas	WHSE	E	1500-05-00	1500			Raymond West Handling	841-15-27826 MWH00191960		\$0.00	\$0.00	HMC	FA #1690					15,641	(5,266)	9,384
2784	No	No	Active	Machinery & Equipment	Walkies Model 841FFRESOL and Batteries	01/01/2023	Dallas	WHSE	E	1500-05-00	1500			Raymond West Handling	841-15-26490 MWH00000166		\$0.00	\$0.00	HMC	FA #1690					12,672	(5,069)	7,603
2785	No	No	Active	Machinery & Equipment	Walkies Model 841FFRESOL and Battery	01/01/2023	Dallas	WHSE	E	1500-05-00	1500			Raymond West Handling	841-15-25177 MWH00191941		\$0.00	\$0.00	HMC	FA #1690					12,672	(5,069)	7,603
2786	No	No	Active	Machinery & Equipment	Walkies Model 841FFRESOL and Battery	01/01/2023	Dallas	WHSE	E	1500-05-00	1500			Raymond West Handling	841-16-26256 MWH00000165		\$0.00	\$0.00	HMC	FA #1690					12,672	(5,069)	7,603
2787	No	No	Active	Machinery & Equipment	Walkies Model 841FFRESOL and Batteries	01/01/2023	Dallas	WHSE	E	1500-05-00	1500			Raymond West Handling	841-17-25048 MWH00191923		\$0.00	\$0.00	HMC	FA #1690					14,267	(5,715)	8,552
2788	No	No	Active	Machinery & Equipment	Walkies Model 841FFRESOL and Batteries	01/01/2023	Dallas	WHSE	E	1500-05-00	1500			Raymond West Handling	841-17-40408 MWH00191961		\$0.00	\$0.00	HMC	FA #1690					14,267	(5,715)	8,552
2789	No	No	Active	Machinery & Equipment	Walkies Model 841FFRESOL and Batteries	01/01/2023	Dallas	WHSE	E	1500-05-00	1500			Raymond West Handling	841-19-26223 MWH00191957		\$0.00	\$0.00	HMC	FA #1690					14,267	(5,715)	8,552
2820	No	No	Active	Machinery & Equipment	Dallas - racking project	02/01/2023	Dallas	WHSE	E	1500-05-00	1500			Multiple			\$0.00	\$0.00	HMC	FA15991768					2,651,680	(1,016,477)	1,635,203
2821	No	No	Active	Machinery & Equipment	Battery & Chargers	10/01/2023	Dallas	WHSE	E	1500-05-00	1500			Mountain Leverage			\$0.00	\$0.00	HMC	FA 1769					8,674	(2,488)	7,406
2828	No	No	Active	Leasehold Improvements	Camera and WHS Surveillance network	10/01/2023	Dallas	WHSE	L	1570-05-00	1570			QOVVO Solutions & Converge			\$0.00	\$0.00	HMC	FA 1674					80,712	(6,729)	73,986
2842	No	No	Active	Machinery & Equipment	10 Driver Pallet Jacks	12/01/2023	Dallas	WHSE	E	1500-05-00	1500			Equipment Depot			\$0.00	\$0.00	HMC	PID 2085					55,208	(12,225)	43,478
2843	No	No	Active	Machinery & Equipment	Power Sander	12/01/2023	Dallas	WHSE	E	1500-05-00	1500			Tenant Company		T16-23226	\$0.00	\$0.00	HMC	PID 1730					34,009	(7,388)	26,711
2880	No	No	Active	Leasehold Improvements	Anken bath door	12/01/2023	Dallas	WHSE	L	1570-05-00	1570			World Wide Warehouse Ingt			\$0.00	\$0.00	HMC	FA 1713					24,813	(1,778)	22,835
2883	No	No	Active	Machinery & Equipment	Driver Pallet Jacks	12/01/2023	Dallas	WHSE	E	1500-05-00	1500			Equipment Depot			\$0.00	\$0.00	HMC	FA 1707					27,366	(5,596)	21,460
2884	No	No	Active	Machinery & Equipment	Racking modification - RSH	12/01/2023	Dallas	WHSE	L	1500-05-00	1500			Conesco			\$0.00	\$0.00	HMC	FA 2017					24,982	(5,322)	19,240
2887	No	No	Active	Trucks & Trailers	MHE Forklift, Reach Truck	12/01/2023	Dallas	Transportation	T	1510-05-00	1510			CIP Reclass			\$0.00	\$0.00	HMC	FA 1767					22,691	(11,262)	41,441
2888	No	No	Active	Trucks & Trailers	Narrow Aisle reach truck and accessories	12/01/2023	Dallas	Transportation	T	1510-05-00	1510			CIP Reclass			\$0.00	\$0.00	HMC	FA 1767					50,981	(14,402)	78,659
2872	No	No	Active	Machinery & Equipment	Racking project addl change	12/01/2023	Dallas	WHSE	E	1500-05-00	1500			CIP Reclass			\$0.00	\$0.00	HMC	FA 1599					22,853	(4,951)	17,801
2872	No	No	Active	Computer Equipment	Power dock implementation	12/01/2023	Dallas	IT	CS	1540-05-00	1540			CIP Reclass			\$0.00	\$0.00	HMC	FA 1612					43,267	(15,624)	27,643
2875	No	No	Active	Leasehold Improvements	Dallas Site Survey	12/01/2023	Dallas	WHSE	L	1570-05-00	1570			CIP Reclass		Multiple	\$0.00	\$0.00	HMC	FA 1581					159,538	(11,522)	148,016
2876	No	No	Active	Leasehold Improvements	Dallas Site Survey	12/01/2023	Dallas	WHSE	L	1570-05-00	1570			CIP Reclass		Multiple	\$0.00	\$0.00	HMC	FA 1581					12,262	(387)	11,355
2883	No	No	Active	Machinery & Equipment	PID 2204 MHE Forklift, Reach Truck - Order picker inventory control	09/01/2024	Dallas	WHSE	E	1500-05-00	1500			CIP			\$0.00	\$0.00	HMC	PID 2204					52,285	(3,486)	48,799
2886	No	No	Active	Machinery & Equipment	PID 2334 MHE Counterbalance Fork lift	09/01/2024	Dallas	WHSE	E	1500-05-00	1500			CIP			\$0.00	\$0.00	HMC	PID 2334					21,545	(1,452)	20,388
2886	No	No	Active	Machinery & Equipment	PID 2382 MHE, double pallet jacks	12/01/2024	Dallas	WHSE	E	1500-05-00	1500			CIP Reclass J32 382			\$0.00	\$0.00	HMC	PID 2382					42,000	(700)	41,300

**Exhibit B**  
**Permitted Encumbrances**

1. None.

**Exhibit 2**

**Lease Termination Agreement**

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (this “**Agreement**”) is made and entered into this 5th day of May, 2025 (the “**Agreement Date**”), by and between Cold Summit Dallas I Joint Venture, LLC, a Delaware limited liability company (“**Landlord**”), and Harvest Meat Company, Inc., a Delaware corporation (“**Tenant**”), with reference to the following:

R E C I T A L S:

A. Landlord and Tenant are parties to a certain Net Lease Agreement dated July 21, 2022, as amended by that certain First Amendment dated October 18, 2022 (as amended, the “**Lease**”), pursuant to which Landlord leases to Tenant and Tenant leases from Landlord certain premises containing approximately 69,748 rentable square feet of space, known as Suite 3 (as more particularly described in the Lease, the “**Premises**”), in the building located at 2800 Cedardale Road (aka 4150 North Dallas Highway) Dallas, Texas.

B. The Initial Term of the Lease is scheduled to expire on September 30, 2029.

C. Tenant has filed for chapter 11 bankruptcy protection in the Bankruptcy Court for the Northern District of Dallas (as such filing may evolve or be re-filed, the “**Bankruptcy Case**”), and Tenant and Buckhead Meat of Dallas, Inc., a Texas corporation (“**Sysco**”), have entered into a certain Asset Purchase Agreement dated as of the Agreement Date (the “**Harvest APA**”) pursuant to which Tenant has agreed to sell to Sysco certain assets specified in the Harvest APA, which Harvest APA remains subject to the court’s approval under the Bankruptcy Case.

D. Landlord and Tenant desire to terminate the Lease under the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Incorporation and Defined Terms. The recital paragraphs set forth above are incorporated herein by reference as if fully set forth herein. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Lease.

2. Termination. The Lease shall terminate effective at 11:59 p.m. (Central Time) on the date (the “**Effective Termination Date**”) on which the last of the following conditions (the “**Lease Termination Conditions**”) are satisfied, as if said Effective Termination Date were set forth in the Lease as the time and date on which the Initial Term is scheduled to expire:

(i) (A) Tenant shall have surrendered possession of the Premises to Landlord in accordance with the terms and provisions of Section 21.18 of the Lease, except that Tenant shall surrender the Premises with all existing racking improvements left in place, and (B) to the extent that court approval is required pursuant to the Bankruptcy Case for Landlord to obtain such repossession of the Premises, such repossession of the Premises is so approved by such court;

(ii) (A) Tenant and Sysco shall have consummated a closing pursuant to Harvest APA; and (B) to the extent that court approval is required pursuant to the Bankruptcy Case for Tenant and Sysco to consummate the transaction contemplated by the Harvest APA, such required court approval shall have been received; and

(iii) Subject to the terms and provisions of Section 6, Landlord shall have received all Base Rent, Additional Rent, and other charges that shall have become due and payable to Landlord through

and including the last day of the calendar month in which the Effective Termination Date occurs (Tenant acknowledging and agreeing that if the Effective Termination Date occurs on a day other than the first day of a calendar month, then Landlord shall be permitted to retain, as additional consideration for Landlord's agreement to terminate the Lease hereunder, all Rent paid with respect to the calendar month in which the Effective Termination Date occurs).

Tenant shall use good-faith, commercially reasonable efforts to satisfy the Lease Termination Conditions described in Sections 2(i) and 2(ii). If the Lease Termination Conditions have not been satisfied or waived by Landlord by June 30, 2025 ("**Outside Termination Date**"), then Landlord shall have the right to terminate this Agreement upon written notice to Tenant given prior to satisfaction (or waiver in writing) of the unsatisfied Lease Termination Conditions, in which event this Agreement shall be null and void, *ab initio*, and of no force or effect. Until such time as the Lease Termination Conditions have been fully satisfied (or waived in writing by Landlord) nothing in this Section 2 shall limit or impair Landlord's rights or remedies under the Lease or require Landlord to terminate the Lease.

3. Return of Letter of Credit. Provided that Tenant has satisfied the conditions set forth in Paragraph 2 above, Landlord shall return the Letter of Credit to Tenant within ninety (90) days following the Effective Termination Date, in accordance with Article IV of the Lease (subject to Landlord's ongoing right to draw upon the Letter of Credit after the Effective Termination Date as a result of, *inter alia*, Tenant's breach of its obligation to surrender the Premises in the manner and condition required by the Lease).

4. Representations. Tenant hereby represents, warrants and covenants, with respect to Tenant's rights in and occupancy of the Premises, that the following statements are true as of the date hereof and will be true on the Effective Termination Date:

- (i) Tenant owns and holds the entire interest of Tenant under the Lease;
- (ii) There exist no subleases affecting the Premises or any part thereof;
- (iii) Tenant has not assigned or encumbered Tenant's interest under the Lease or any part thereof;
- (iv) To Tenant's knowledge, Tenant has not at any time done or suffered any act or omission and will not do or suffer any act or omission whereby the Premises or any part thereof is or may be in any way charged, assessed or encumbered. No contracts for the furnishing of any labor or materials with respect to improvements or alterations in or about the Premises have been let by Tenant or are outstanding that have not been performed and satisfied; and
- (v) To Tenant's knowledge, no fact or circumstance exists which, with the giving of notice or the passage of time, or both, could give rise to any claim, demand, action or cause of action against Landlord or any other party arising out of or in connection with Tenant's occupancy of the Premises or the Lease.

Tenant shall defend, indemnify and save Landlord harmless from and against all loss or damage sustained by Landlord (including all reasonable expenses, costs and attorneys' fees of Landlord in any action or defense undertaken by Landlord to protect itself from such loss or damage) resulting from any breach by Tenant of the representations, warranties and covenants made herein, from any lien, charge, encumbrance or claim against the Premises arising out of events occurring prior to the Effective Termination Date, and from any claim against Landlord for which Tenant is responsible or which results from Tenant's action or inaction, which obligation shall survive the Effective Termination Date.

5. Release. In consideration of Landlord's agreement to terminate the Lease effective as of the Effective Termination Date and its execution of this Agreement, Tenant hereby releases and forever discharges Landlord and its partners, officers, directors, agents, trustees, beneficiaries, and employees (the "**Landlord Parties**") of and from any and all claims, acts, damages, demands, rights of action and causes of action which Tenant has ever had, now has or in the future may have, against any or all of such Landlord Parties arising from or in any way connected with the Lease, or Landlord's management or operation of the Building. This release is intended as a full settlement and compromise of each, every and all claims of every kind and nature whatsoever. Tenant expressly acknowledges that it may hereafter discover facts different from, or in addition to, those which it now knows or believes to be true with respect to the claims released pursuant hereto, and agrees that the foregoing release shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery thereof.

6. Utilities, Service Contracts and Post Effective Termination Date Charges. Tenant shall pay and be responsible for any utility charges relating to the Premises which accrue prior to the Effective Termination Date. Tenant also shall terminate, effective on or prior to the Effective Termination Date, any and all service contracts for the provision of services and materials to the Property. Except as expressly set forth herein, Tenant also shall pay and be responsible for such obligations as shall have arisen or accrued on or prior to the Effective Termination Date and such other obligations which are not ascertainable until a date subsequent to the Effective Termination Date, or which, by their nature or under the circumstances can only be, or by the provisions of the Lease, either expressly survive or may be performed after the Effective Termination Date, which obligations, if not satisfied prior to the Effective Termination Date, shall survive the Effective Termination Date.

7. No Other Consideration. The mutual obligations of the parties as provided herein are the sole consideration for this Agreement and no representations, promises or inducements have been made by the parties other than as appear in this Agreement. This Agreement may not be amended except in writing signed by both parties.

8. Survival. The warranties, representations, agreements, and obligations contained in this Agreement shall survive the execution and delivery of this Agreement and shall survive any and all performances in accordance with this Agreement.

9. Cost of Enforcement. If any party obtains a judgment against any other party by reason of breach of this Agreement, reasonable attorneys' fees as fixed by the court shall be included in such judgment.

10. Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the state in which the Premises are located. All claims arising out of or relating to this Agreement shall be brought exclusively in the federal or state courts located in the State of Texas. LANDLORD AND TENANT, ON BEHALF OF THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE NOW OR HEREAFTER HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SETTLEMENT AGREEMENT. EACH PARTY ACKNOWLEDGES AND AGREES THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

11. Integration of Lease. This Agreement and the Lease shall be deemed to be, for all purposes, one instrument. In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of the Lease, the terms and provisions of this Agreement, in all instances, shall control and prevail.

12. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is or shall be deemed illegal, invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect and this Agreement shall be interpreted as if such legal, invalid or unenforceable provision did not exist herein.

13. Entire Agreement. This Agreement and the Lease contain the entire integrated agreement between the parties respecting the subject matter of this Agreement and the Lease and supersede all prior and contemporaneous understandings and agreements, other than the Lease, between the parties respecting the subject matter of this Agreement and the Lease. There are no representations, agreements, arrangements or understandings, oral or in writing, between or among the parties to this Agreement relating to the subject matter of this Agreement or the Lease which are not fully expressed in this Agreement and the Lease, and no party hereto has relied upon any other such representations, agreements, arrangements or understandings. The terms of this Agreement and the Lease are intended by the parties as the final expression of their agreement with respect to those terms and may not be contradicted by evidence of any prior agreement or of any contemporaneous agreement. The parties further intend that no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Agreement.

14. Successors and Assigns. Each provision of the Lease and this Agreement shall extend to and shall bind and inure to the benefit of Landlord and Tenant, their respective heirs, legal representatives, successors and assigns.

15. Time of the Essence. Time is of the essence of this Agreement and the Lease and each provision hereof.

16. Multiple Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument. Counterparts of this Agreement executed or transmitted electronically shall be binding upon the party so executing or transmitting such counterpart with the same force and effect as an original, ink-on-paper signature delivered in hand by such party.

17. Authority. Landlord and Tenant each represent and warrant that it has full authority to execute and deliver this Agreement.

18. Limitation of Liability. Any liability of Landlord under the Lease or this Agreement shall be limited solely to its equity interest in the Premises, and in no event shall any personal liability be asserted against Landlord or any of its members or any of their respective members, partners, agents or employees in connection with the Lease or this Agreement nor shall any recourse be had to any other property or assets of Landlord.

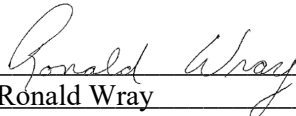
19. Ratification. Except as amended and modified hereby, the Lease shall be and shall remain unchanged and in full force and effect in accordance with its terms, and, as the Lease is amended and modified hereby, the Lease is hereby ratified, adopted and confirmed.

*[Remainder of page intentionally left blank; Signature page follows]*

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Termination Agreement as of the day and year first above written.

**LANDLORD:**

**COLD SUMMIT DALLAS I JOINT VENTURE, LLC,**  
a Delaware limited liability company

By:   
Name: Ronald Wray  
Its: President

**TENANT:**

**HARVEST MEAT COMPANY, INC.,** a Delaware  
corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Termination Agreement as of the day and year first above written.


**LANDLORD:**

**COLD SUMMIT DALLAS I JOINT VENTURE, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**TENANT:**

**HARVEST MEAT COMPANY, INC.,** a Delaware  
corporation

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: **Eric Kaup**  
Its: **ekaup@hilcoglobal.com**