

ENTERED

November 26, 2024

Nathan Ochsner, Clerk

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

In re:	§	Chapter 11
	§	
RHODIUM ENCORE LLC, <i>et al.</i> , ¹	§	Case No. 24-90448 (ARP)
	§	
Debtors.	§	
	§	(Jointly Administered)
	§	

**ORDER (I) AUTHORIZING THE SALE OF THE
DEBTORS' TEMPLE LEASE; AND (II) GRANTING RELATED RELIEF**

Upon the motion (“Motion”)² of Rhodium Encore LLC, and its debtor affiliates, as debtors and debtors in possession (collectively, the “Debtors”), for entry of an order (the “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 Southern District of Texas (the “Bankruptcy Local Rules”), and section N of the Procedures for Complex Cases in the Southern District of Texas (the “Complex Case Rules”), authorizing (a) the sale of the Debtors’ real property lease in Temple, Texas (the “Transferred Assets”) free and clear of liens, claims, encumbrances, and interests (other than Permitted Liens) on the terms set forth in that certain asset purchase agreement (the “Purchase Agreement”) by and among Rhodium Encore LLC, Temple

¹ The Debtors in these chapter 11 cases and the last four digits of their corporate identification numbers are as follows: Rhodium Encore LLC (3974), Jordan HPC LLC (3683), Rhodium JV LLC (5323), Rhodium 2.0 LLC (1013), Rhodium 10MW LLC (4142), Rhodium 30MW LLC (0263), Rhodium Enterprises, Inc. (6290), Rhodium Technologies LLC (3973), Rhodium Renewables LLC (0748), Air HPC LLC (0387), Rhodium Shared Services LLC (5868), Rhodium Ready Ventures LLC (8618), Rhodium Industries LLC (4771), Rhodium Encore Sub LLC (1064), Jordan HPC Sub LLC (0463), Rhodium 2.0 Sub LLC (5319), Rhodium 10MW Sub LLC (3827), Rhodium 30MW Sub LLC (4386), and Rhodium Renewables Sub LLC (9511). The mailing and service address of the Debtors in these chapter 11 cases is 2617 Bissonnet Street, Suite 234, Houston, TX 77005.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Motion or the Purchase Agreement, as applicable.

Green Data, LLC (“Purchaser”), and the other parties thereto, annexed hereto as **Exhibit 1**; and (b) granting related relief, each as more fully set forth in the Motion; and the Debtors having determined, after a sale and marketing process in accordance with the bid procedures (the “Bid Procedures”), that the Purchaser has submitted the highest or otherwise best bid for the Transferred Assets and is the successful bidder (the “Successful Bidder”); and this Court having conducted a hearing to consider the Sale and the transactions contemplated under the Purchase Agreement (the “Transactions”) on November 26, 2024 (the “Sale Hearing”), at which all interested parties were offered an opportunity to be heard with respect to the Sale and the Transactions; and all objections to the Sale, the Transactions, and this Order having been withdrawn, resolved, or overruled on the merits; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the Motion having been given under the particular circumstances; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, their stakeholders, and other parties-in-interest; and after due deliberation thereon; and good and sufficient cause appearing therefor;

THE COURT HEREBY FINDS AND DETERMINES THAT:

A. **Fed. R. Bankr. P. 7052**. The findings and conclusions set forth herein constitute this Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 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 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.

B. **Jurisdiction and Venue.** This Court has jurisdiction over this matter and over the property of the Debtors' estates, including the Transferred Assets to be sold, transferred, or conveyed pursuant to the Purchase Agreement, pursuant to 28 U.S.C. § 1334(b). Without limiting the generality of the foregoing, this Court has exclusive *in rem* jurisdiction over the Transferred Assets pursuant to 28 U.S.C. § 1334(e), as such Transferred Assets are property of the Debtors' chapter 11 estates and, as a result of such jurisdiction, this Court has all necessary power and authority to grant the relief contained herein. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and the Court may enter a final order hereon under Article III of the United States Constitution. Venue of these Chapter 11 Cases and approval of the Sale and the Transactions contemplated by the Purchase Agreement is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

C. **Statutory Predicates.** The statutory authorization for the relief granted herein is found in sections 105(a), 363, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, and 9014, and the Complex Case Rules.

D. **Incorporation by Reference.** The findings of fact and conclusions of law in the *Order Establishing (A) Bidding Procedures Relating to the Sale of a Portion of the Debtors' Assets, (B) Procedures for the Debtors' Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (C) the Form and Manner of Notice of the Sale Hearing and Assumption Procedures, (D) Procedures for Selection of One or More Stalking Horse Bidders,*

and (E) *Dates for an Auction and Sale Hearing* [ECF No. 187] (the “Bid Procedures Order”) are incorporated herein by reference.

E. **Sale and Marketing Process.** The Debtors and their professionals marketed the Transferred Assets in accordance with the Bid Procedures Order. The sale and marketing process set forth in the Bid Procedures Order afforded all potential bidders a full, fair, and reasonable opportunity to submit a higher or otherwise better offer to purchase the Transferred Assets and participate in the Sale.

F. **Selection of Purchaser.** On November 20, 2024, the Debtors filed a *Notice of Successful and Backup Bidders with Respect to the Auctions of the Debtors’ Assets* [ECF No. 463], designating the Purchaser as the Successful Bidder, and Riot Platforms, Inc. as the Backup Bidder.

G. **Adequate and Reasonable Notice.** As evidenced by the affidavits of service filed with this Court [ECF Nos. 196, 217, 460,], and based upon the record of the Sale Hearing, and as previously determined by this Court in the Bid Procedures Order, (i) due, proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the Purchase Agreement, the Transactions, and the Sale has been provided to all parties in interest; (ii) 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 of their right to appear and be heard, and was provided in accordance with the applicable requirements of the Bankruptcy Code, the Bankruptcy Rules, and the procedural due process requirements of the United States Constitution; and (iii) no other or further notice of, opportunity to object to, or other opportunity to be heard regarding the Motion, the Sale Hearing, the Purchase Agreement, the Transactions, the Sale, or of the entry of this Order is necessary or shall be required.

H. A reasonable opportunity to object and to be heard with respect to the sale of the Transferred Assets, and the determination of defaults and Cure Costs related thereto, as well as the Purchase Agreement, the Transactions, and the entry of this Order has been given to all interested Persons.

I. **Sale Hearing.** The Court conducted the Sale Hearing on November 26, 2024, at which time this Court considered the Motion, the evidence and testimony presented, and the statements and argument of counsel, as applicable, in support of the Motion, the Purchase Agreement, the Transactions, and the Sale. Except as otherwise expressly provided in this Order, all objections to the Sale 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 were either overruled by this Court, are resolved by the terms hereof or by separate agreement between the objecting party and the Debtors, were withdrawn as a result of an agreement between the objecting party and the Debtors, or will either (i) be resolved by mutual consent of the parties or (ii) through further hearing of this Court, all in accordance with the Bid Procedures Order and paragraph 28 hereto.

J. **Final Order.** This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). To any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, this Court expressly finds that there is no just reason for delay in the implementation of this Order, and authorizes the closing of all transactions contemplated hereby without regard to any stay or delay in its implementation.

K. **Good Faith Purchaser.** The Debtors, the Purchaser, and their respective principals, counsel and advisors, have negotiated, proposed, and entered into the Purchase

Agreement and the Sale in good faith, without collusion, and from arm's-length bargaining positions. The Purchaser is a "good faith purchaser" and is acting in good faith within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to all the protections afforded thereby. The Purchaser has proceeded in good faith in all respects. The terms of the Sale, including the sale price in respect of the Transferred Assets (the "Purchase Price"), were not controlled by any agreement among potential bidders and neither the Debtors, the Purchaser, nor any other parties in interest have engaged in collusion or any conduct that would cause or permit the Purchase Agreement to be challenged, avoided, or costs and damages to be imposed under section 363(n) of the Bankruptcy Code or any other law of the United States, any state, territory, possession thereof, or the District of Columbia, any foreign law, or any other applicable law. The Purchase Agreement was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under laws of the United States, any state, territory, or possession, or the District of Columbia, any foreign law, or any other applicable law. Neither the Debtors nor the Purchaser are entering into the Purchase Agreement or consummating the Sale with any fraudulent or otherwise improper purpose. The Purchaser is not an "insider" or "affiliate" of any of the Debtors, as those terms are defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stockholders exists between the Purchaser and the Debtors.

L. The Sale, which includes the sale of the Transferred Assets pursuant to the Purchase Agreement 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 Sale can be consummated only if all of the components are consummated. Accordingly, each component of the Sale is subject to, and is protected by, the provisions of section 363(m) of the Bankruptcy Code.

M. **Highest or Otherwise Best Offer.** The Purchase Agreement constitutes the highest or otherwise best offer for the Transferred Assets. No other person, or group of persons, has offered to purchase the Transferred Assets for an amount that would give equal or greater value to the Debtors than the value provided by the Purchaser pursuant to the Purchase Agreement. The Sale is the best means available to the Debtors to maximize the return to their stakeholders. No alternative to the Sale exists that would provide a greater value to the Debtors, their creditors, or other parties in interest.

N. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for consummation of the Sale pursuant to the Purchase Agreement and all other agreements, instruments, certificates, and other documents to be entered into or delivered by any party in connection with the Sale (collectively, the “Transaction Documents”), outside of the ordinary course of business and in accordance with the requirements of section 363(b) of the Bankruptcy Code. Consummation of the Sale prior to and not as part of a chapter 11 plan is (i) justified under the circumstances, (ii) an appropriate exercise of the Debtors’ business judgment, and (iii) in the best interests of the Debtors, their estates, and their creditors.

O. The Debtors’ decision to enter into the Purchase Agreement with the Purchaser was a due and proper exercise of the Debtors’ business judgment and was authorized pursuant to the Bid Procedures Order. The Bid Protections contained in the Purchase Agreement (i) were necessary to preserve the value of the Debtors’ estates by inducing the Purchaser to enter into the Purchase Agreement and (ii) are in compliance with the Bid Procedures and authorized by the Bid Procedures Order.

P. The sale of the Transferred Assets pursuant to sections 105(a) and 363 of the Bankruptcy Code upon the terms and conditions set forth in the Purchase Agreement is the optimal

means to create value for the benefit of the Debtors' estates. The Sale maximizes the value of the Transferred Assets for the benefit of all creditors and parties in interest. Unless the sale is concluded expeditiously, as provided for in the Motion and the Purchase Agreement, creditor recoveries may be substantially diminished.

Q. **Fair Purchase Price.** The consideration provided by the Purchaser pursuant to the Purchase Agreement (i) is fair and adequate; (ii) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia (including the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and similar laws); and (iii) will provide an equal or greater recovery for the Debtors' stakeholders than would be provided by any other reasonably practicable available alternative. The terms of the Purchase Agreement, the Transaction Documents, and the Sale are fair and reasonable under the circumstances of the Debtors' chapter 11 cases, and the Debtors' determination to proceed with such transaction constitutes a valid and sound exercise of the Debtors' business judgment.

R. **Sale Free and Clear under Section 363(f).** The Debtors are authorized to sell the Transferred Assets free and clear of the Liens, Claims, and Interests, other than Assumed Liabilities, Permitted Liens, and as otherwise provided in the Purchase Agreement (with the Liens, Claims, and Interests attaching to the proceeds with the same nature, validity, priority, extent, perfection, and force and effect that the Liens, Claims, and Interests encumbered the Transferred Assets immediately prior to the entry of this Order) because, with respect to each creditor or other person or entity asserting a Lien, Claim, or Interest, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Each creditor or other person or entity asserting a Lien, Claim, or Interest in the Transferred Assets: (i) has, subject to the terms and

conditions of this Order, consented to the Sale and Transactions or is deemed to have consented to the Sale and Transactions, (ii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Lien, Claim, or Interest, or (iii) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code. Those holders of the Liens, Claims, and Interests who did not object (or who ultimately withdrew their objections, if any) to the Sale and Transactions or the Motion are deemed to have consented to the Motion, Sale, and Transactions pursuant to section 363(f)(2) of the Bankruptcy Code.

S. The Purchaser would not have entered into the Purchase Agreement and would not consummate the Transactions contemplated thereby, thus adversely affecting the Debtors and their estates and their creditors: (i) if the Sale of the Transferred Assets was not free and clear of all Liens, Claims, and Interests, including, without limitation, any rights, Liens, Claims, or Interests based on any successor or transferee liability, or (ii) if Purchaser would, or in the future could, be liable for any Liens, Claims, or Interests, including, without limitation, any rights, Liens, Claims, or Interests based on any successor or transferee liability. The Purchaser will not consummate the Transactions contemplated by the Purchase Agreement unless this Court expressly orders that none of the Purchaser, its affiliates, its joint ventures, its present or contemplated members or shareholders, or the Transferred Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or equity, or by payment, setoff, or otherwise, directly or indirectly, any Liens, Claims, and Interests, including rights or claims based on any successor or transferee liability other than as expressly set forth in the Purchase Agreement.

T. Not selling the Transferred Assets free and clear of all Liens, Claims, and Interests would adversely impact the Debtors' estates, and the Sale of Transferred Assets other than free

and clear of all Liens, Claims, and Interests would be of substantially less value to the Debtors' estates.

U. Except with respect to the Permitted Liens that the Purchaser has expressly agreed to permit to survive the Closing pursuant to the express terms of the Purchase Agreement, the Liens, Claims, and Interests shall attach to the consideration to be received by the Debtors with the same priority and perfection and subject to the same defenses, if any, as before the closing of the Transactions contemplated by the Purchase Agreement (the "Closing"), and the Purchaser would not enter into the Purchase Agreement to purchase the Transferred Assets or proceed to the Closing otherwise.

V. The transfer of the Transferred Assets to the Purchaser free and clear of any Liens, Claims, and Interests will not result in any undue burden or prejudice to any holders of any Liens, Claims, and Interests, because all such Liens, Claims, and Interests of any kind or nature whatsoever, including the DIP Liens (as defined in the Final DIP Order³), shall attach to the net proceeds of the Sale of the Transferred Assets received by the Debtors in the order of their priority, with the same validity, force, perfection and effect which they now have as against the Transferred Assets and subject to any valid claims and defenses the Debtors or other parties may possess with respect thereto. All persons having Liens of any kind or nature whatsoever against or in any of the Debtors or the Transferred Assets shall be forever barred and estopped from pursuing or asserting such Liens (subject to the Permitted Liens that the Purchaser has expressly agreed to permit to survive the Closing pursuant to the express terms of the Purchase Agreement) against the Purchaser, or any of its respective assets, property, successors or assigns, or the Transferred

³ As used herein, the "Final DIP Order" means the *Final Order (I) Authorizing the Debtors to Obtain Secured Superpriority Postpetition Financing, (II) Granting Liens and Providing Claims with Superiority Administrative Expense Status, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* [ECF No. 186].

Assets. The Purchaser shall have no obligations with respect to any Liens, Claims, and Interests against the Debtors.

W. **No Successor, Transferee, or Similar Liability.** The Transactions contemplated by the Purchase Agreement do not amount to a consolidation, merger, or *de facto* merger of the Purchaser, on the one hand, and any of the Debtors and/or their estates, on the other. There is not substantial continuity between the Purchaser, on the one hand, and the Debtors, on the other. There is no continuity of enterprise between the Debtors and the Purchaser. The Purchaser is not a mere continuation of the Debtors or their estates, and the Purchaser is not a successor to any of the Debtors or their estates.

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

Y. **No Assumption and Assignment of the Designated Contracts.** Pursuant to the Purchase Agreement, the Purchaser is not assuming any executory and shall not become liable to pay any Cure Costs. The Purchaser shall not assume or become liable for any Liens, Claims, and Interests relating to the Transferred Assets, except as may be expressly set forth in the Purchase Agreement.

Z. **Order Required by the Purchaser.** Entry of this Order approving the Purchase Agreement is a requirement of the Purchase Agreement and such requirement is an appropriate condition precedent to the Purchaser's consummation of the Sale.

AA. **Transferred Assets Property of the Estates.** The Transferred Assets owned by the Debtors constitute property of the 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 Transferred Assets required to transfer and to convey the Transferred Assets to the Purchaser, as required by the Purchase Agreement.

BB. **Corporate Authority.** Subject to the entry of this Order, (i) the Debtors have full corporate power and authority to perform all of their obligations under the Purchase Agreement and the Transaction Documents, and the Debtors' prior execution and delivery of, and performance of obligations under, the Purchase Agreement and the Transaction Documents is hereby ratified; (ii) the Debtors have all of the corporate power and authority necessary to consummate the Sale; (iii) the Debtors have taken all corporate actions necessary to authorize, approve, execute, and deliver the Purchase Agreement and the Transaction Documents and to consummate the Sale, except for the closing conditions expressly provided in the Purchase Agreement and the Transaction Documents; and (iv) no consents or approvals are required to consummate the Sale or otherwise perform the obligations under the Purchase Agreement or the Transaction Documents, except for the closing conditions expressly provided therein.

CC. **Sale in Best Interests.** The relief requested in the Motion and set forth in this Order is in the best interests of the Debtors, their respective creditors, estates, and all other parties in interest in the Debtors' chapter 11 cases.

DD. **Prompt Consummation.** To maximize the value of the Transferred Assets, it is essential that the Sale occur within the timeframe set forth in the Purchase Agreement. Time is of the essence in consummating the Sale and the Debtors and the Purchaser intend to close the sale as soon as possible. Accordingly, there is cause to lift the stays established by Bankruptcy Rules 6004 and 6006 with regards to the Sale.

NOW, THEREFORE, IT IS ORDERED THAT:

1. **Motion is Granted.** The Motion and the relief requested therein is GRANTED and APPROVED, as set forth herein, and the Sale and the Transactions contemplated by the Purchase Agreement are hereby approved, subject to the terms and conditions contained herein.

2. **Objections Overruled.** Except as stated otherwise herein, all objections to, or reservation of rights regarding, the relief requested in the Motion, the entry of this Order, or the relief granted herein, that have not been withdrawn, waived, settled, or adjourned as provided below or otherwise, 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 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. No appeal, motion to reconsider, or similar pleading has been filed with respect to the Bid Procedures Order, and the Bid Procedures Order is a final order of this Court, have not been vacated, withdrawn, rescinded, or amended and remain in full force and effect.

3. **Notice.** Notice of the Motion and 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 Bid Procedures Order, and as such no further or other notice is required.

4. **Approval and Authorization.** The sale of the Transferred Assets to the Purchaser on the terms and conditions contained in the Purchase Agreement and the Transaction Documents, including, without limitation, the closing of the Sale as required by the Purchase Agreement, is hereby approved in all respects pursuant to sections 105(a), 363(b) and (f) of the Bankruptcy Code. Pursuant to sections 105 and 363 of the Bankruptcy Code, the Debtors are authorized to

perform all obligations under and make all payments required by the Purchase Agreement 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 Purchase Agreement and the Transaction Documents, and any prior execution of such agreements, documents, and instruments, including the Transaction Documents, is hereby ratified; (ii) perform all obligations under the Purchase Agreement and the Transaction Documents, including, without limitation, to consummate any required deeds, assignments, and other instruments of transfer, and to consummate the Sale, and any prior performance of such obligations or any prior consummation of such Sale is hereby ratified; and (iii) take all other and further actions as may be reasonably necessary to consummate and implement the Sale and to perform all obligations under the Purchase Agreement and the Transaction Documents, without any further corporate action or order of this Court, including using Cash Collateral (as defined in the Final DIP Order) as allowed in the Cash Collateral Order⁴ and Final DIP Order.

5. Except as otherwise expressly provided in the Purchase Agreement, all persons presently on or after the Closing Date in possession of some or all of the Transferred Assets are directed to surrender possession of the Transferred Assets to the Purchaser, as applicable, on the Closing Date or at such time thereafter as the Purchaser may request. For the avoidance of doubt, all persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Transferred Assets to Purchaser in accordance with the Purchase Agreement and this Order.

⁴ “Cash Collateral Order” means the *Final Order (I) Authorizing Debtors to Use Cash Collateral; (II) Granting Adequate Protection to Prepetition Secured Parties; (III) Modifying Automatic Stay; and (IV) Granting Related Relief* [ECF No. 178].

6. **No Sub Rosa Plan.** The sale of the Transferred Assets pursuant to the Purchase Agreement outside 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 Purchase Agreement nor the Sale constitutes a sub rosa chapter 11 plan.

7. **Valid Transfer.** As of the Closing Date, the consummation of the Sale shall effect a legal, valid, and enforceable sale and transfer of the Transferred Assets to the Purchaser, and shall vest the Purchaser with all legal, equitable, and beneficial right, title, and interest in and to the Transferred Assets free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever. The Purchase Agreement and the Transaction Documents are valid and binding contracts between the Debtors and the Purchaser and shall be enforceable pursuant to their terms. The Purchase Agreement, the Transaction Documents, the Sale itself, and the consummation thereof shall be specifically enforceable against and binding upon (without posting any bond) the Debtors, the Debtors' estates, their creditors, all counterparties to the Designated Contracts, all parties in interest, 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.

8. **Free and Clear.** To the fullest extent permitted by law, effective as of the Closing, (a) the assumption of the Assumed Liabilities shall constitute a legal, valid, and effective assumption by Purchaser of all Assumed Liabilities and (b) the transfer of the Transferred Assets to the Purchaser, shall constitute a legal, valid, and effective transfer of the Transferred Assets notwithstanding any requirement for approval or consent by any person. The Debtors are authorized to transfer, and upon the Closing shall transfer to the Purchaser, all of the Debtors'

right, title, and interest in and to, and possession of, the Transferred Assets, which shall be immediately vested in Purchaser, and such title to the Transferred Assets shall be transferred to Purchaser free and clear of the Liens, Claims, and Interests (other than Assumed Liabilities and Permitted Liens) pursuant to section 363(f) of the Bankruptcy Code, including:

- (a) liens (including, without limitation, mechanics', materialmen's, and other consensual and non-consensual liens and statutory liens) mortgages, restrictions, hypothecations, charges of any kind or nature, indentures, loan agreements, instruments, leases, subleases, capital leases, encroachments, licenses, burdens, options, privileges, deeds of trust, security interests, equity interests, conditional sale or other title retention agreements, covenants, pledges, judgments, demands, guarantees, encumbrances, easements, defects in title, servitudes, regulatory violations by any governmental entity, decrees of any court or foreign or domestic governmental entity, and debts arising in any way in connection with any agreements, acts, or failures to act;
- (b) interests, obligations, liabilities, demands, guaranties, options, restrictions, and contractual or other commitments;
- (c) rights, including, without limitation, rights of first refusal, rights of offset (except for offsets exercised prior to the Petition Date), rights of setoff, rights of way, recoupment rights, contract rights, subrogation rights, exoneration rights, labor rights, equitable rights, employment rights, pension rights, and rights of recovery;
- (d) decrees of any court or foreign or domestic government entity (to the extent permitted by law);
- (e) charges or restrictions of any kind or nature, including, without limitation, any restriction on the use, transfer, receipt of income or other exercise of any attributes of ownership of the Transferred Assets, including, without limitation, consent of any Person to assign or transfer any of the Transferred Assets;
- (f) debts arising in any way in connection with any agreements, acts, or failures to act, of the Debtors or any of the Debtors' predecessors or affiliates;
- (g) claims (as that term is defined in the Bankruptcy Code), including claims for reimbursement, contribution claims, indemnity claims, subrogation claims, exoneration claims, alter-ego claims, products liability claims, environmental claims (including, without limitation, toxic tort claims), labor claims, pension claims, equitable claims, including claims that may be secured or entitled to priority under the Bankruptcy Code, tax claims,

reclamation claims, adverse claims of any kind, and pending litigation claims;

- (h) matters of any kind or nature whatsoever, whether at law or in equity and whether known or unknown, choate or inchoate, filed or unfilled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or un-matured, material or nonmaterial, disputed or undisputed, whether arising prior to or during the Debtors' bankruptcy cases, and whether imposed by agreement, understanding, law, equity, or otherwise, including claims otherwise arising under any theory, law, or doctrine of successor liability or related theories;

in each case, whether in law or in equity, known or unknown, choate or inchoate, filed or unfilled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, direct or indirect, and whether arising by agreement, understanding, law, equity or otherwise, including claims otherwise arising under any theory, law, or doctrine of successor liability or related theories, and whether occurring or arising before, on or after the Petition Date, or occurring or arising prior to the Closing (each, a "Lien, Claim, or Interest," and collectively, the "Liens, Claims, and Interests"). The Liens (other than Permitted Liens), Claims, and Interests shall attach to the proceeds of the Sale with the same nature, validity, priority, extent, perfection, and force and effect that such Liens, Claims, and Interests encumbered the Transferred Assets immediately prior to the entry of this Order, subject to any Claims, defenses, and objections, if any, that the Debtors or their estates may possess with respect thereto.

9. Following the Closing Date, no holder of any Liens, Claims, or Interests in the Transferred Assets shall interfere with the Purchaser's enjoyment of the Transferred Assets based on or related to such Liens, Claims, or Interests, or any actions that the Debtors may take in these

Chapter 11 Cases and no person shall take any action to prevent, interfere with or otherwise enjoin consummation of the Transactions contemplated by the Purchase Agreement or this Order.

10. The provisions of this Order authorizing the Sale of the Transferred Assets free and clear of any Liens, Claims, and 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 any other instruments to effectuate, consummate, and implement the provisions of this Order. However, the Debtors, the Purchaser, and each of their respective officers, employees, attorneys, other retained professionals, and agents are hereby authorized and empowered to take all actions and execute and deliver any and all documents, releases, terminations, and instruments that either the Debtors or the Purchaser deem necessary, desirable, or appropriate to implement and effectuate the terms of the Purchase Agreement and this Order, including amendments to the Purchase Agreement and the release of Liens, Claims, and Interests set forth in this Order.

11. **Release of Liens, Claims, and Interests.** On or before the Closing Date, each of the Debtors' creditors are authorized and directed to execute such documents, releases, or terminations, and take all other actions as may be necessary, desirable, or appropriate to release, effective as of the Closing, their respective Liens, Claims, and Interests of any kind against the Transferred Assets, as such Liens, Claims, and Interests may have been recorded or may otherwise exist. If any person or entity that has filed financing statements, mortgages, mechanic's liens, or other documents or agreements evidencing any Liens, Claims, or Interests against or on the Transferred Assets (subject to the Permitted Liens that the Purchaser has expressly agreed to permit to survive the Closing pursuant to the express terms of the Purchase Agreement) shall not have delivered to the Debtors on or prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all

liens and easements, and any other documents necessary, desirable, or appropriate for the purpose of documenting the release of all Liens, Claims, Interests, encumbrances, or liabilities (other than Assumed Liabilities and Permitted Liens) that the person or entity has or may assert with respect to the Transferred Assets, the Debtors and the Purchaser are hereby authorized to execute and file such statements, instruments, releases, terminations, and other documents on behalf of the person or entity with respect to the Transferred Assets. The Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Liens, Claims, Interests, encumbrances, or liabilities against the Transferred Assets (other than the Assumed Liabilities and Permitted Liens). This 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 Order authorizing the sale and assignment of the Transferred Assets free and clear of all Liens, Claims, and 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 Order.

12. This Order: (a) shall be effective as a determination that, as of the Closing, all Liens, Claims, and Interests, except as expressly assumed as an Assumed Liability by the Purchaser pursuant to the express terms of the Purchase Agreement or the Permitted Liens, have been unconditionally released, discharged and terminated as to Purchaser and the Transferred Assets owned by the Debtors and that the conveyances and transfers described herein have been effected, and (b) is and shall be binding upon and govern the acts of all persons, including 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, county, 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 that reflect that Purchaser is the assignee and owner of the Transferred Assets, and ownership of the Transferred Assets owned by the Debtors is free and clear of any Liens, Claims, and Interests (except the Permitted Liens) or who may be required to report or insure any title or state of title in or to any lease (all such entities being referred to as “Recording Officers”). All Recording Officers are authorized to strike recorded encumbrances and other interests against the Transferred Assets owned by the Debtors recorded prior to the date of this Order. A certified copy of this Order may be filed with the appropriate Recording Officers to evidence cancellation of any recorded encumbrances, Liens, Claims, Interests, pledges, and other interests against the Transferred Assets owned by the Debtors recorded prior to the date of this Order (other than the Permitted Liens). All Recording Officers are hereby authorized to accept for filing any and all of the documents and instruments necessary, advisable, or appropriate to consummate the Transactions contemplated by the Purchase Agreement.

13. **Injunction.** 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 Transferred Assets to the Purchaser in accordance with the terms of the Purchase Agreement, the Transaction Documents, and this Order. Except as expressly permitted by the Purchase Agreement, all Persons (and their respective successors and assigns) holding Liens, Claims, or Interests of any kind or nature whatsoever (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), 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, or trade creditors, , arising under or out of, in connection with, or in any way relating to the Transferred Assets or the transfer of the Transferred 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 Liens, Claims, and Interests against any Purchaser Released Party or the property of the foregoing, and the Transferred Assets transferred to the Purchaser or interests of the Debtors in such Transferred Assets (other than the Permitted Liens). Following the closing of the Sale, no holder of an Interest against the Debtors shall interfere with the Purchaser's title to or use and enjoyment of the Transferred Assets, including, without limitation, taking any of the following actions with respect to or based on any Interest relating to the Transferred Assets or the transfer of the Transferred Assets to the Purchaser (other than Assumed Liabilities or Permitted Liens): (a) commencing or continuing in any manner any action or other proceeding against any Purchaser Released Party or its successors or assigns, assets or properties; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against any Purchaser Released Party or its successors or assigns, assets, or properties; (c) creating, perfecting, or enforcing any Interest against any Purchaser Released Party or its successors or assigns, assets, or properties (including the Transferred Assets), or properties; (d) asserting any Interest as a setoff, right of subrogation, or recoupment of any kind against any obligation due any Purchaser Released Party

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 Order or the agreements or actions contemplated or taken in respect thereof; (f) interfering with, preventing, restricting, prohibiting, or otherwise enjoining the consummation of the Sale; or (g) enforcing any provision of any Designated Contract against the Purchaser.

14. **No Successor, Transferee, or Similar Liability.** The Purchaser is not a “successor” to the Debtors or their estates by reason of any theory of law or equity, and the Purchaser shall not assume, or be deemed to assume, or in any way be responsible for any liability or obligation (other than the Assumed Liabilities and Permitted Liens) of any of the Debtors and/or their estates including, but not limited to, the Designated Contracts or any bulk sales law, successor liability, or similar liability. The transfer of the Transferred Assets to the Purchaser shall not cause the Purchaser or any of its affiliates, to be deemed a successor in any respect to the Debtors’ business or an alter ego, mere continuation, or substantial continuation of the Debtors within the meaning of any foreign, federal, state or local revenue, pension, ERISA, the WARN Act (as defined below), tax, labor, employment, environmental, or other law, rule or regulation (including, without limitation, filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors’ liability under such law, rule or regulation or doctrine.

15. Further, the transfer of title and possession of the Transferred Assets shall be free and clear of any Liens, Claims, and Interests pursuant to any successor or successor-in-interest liability theory, and, for the avoidance of doubt, the Purchaser, and each of its affiliates, successors, assigns, members, partners, officers, directors, principals, and shareholders shall have no liability whatsoever (other than the Assumed Liabilities) for any Liens, Claims, and Interests, whether

known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, whether liquidated or unliquidated, whether asserted derivatively or vicariously, whether asserted based on Purchaser's status as a transferee, successor, or otherwise, of any kind, nature, or character whatsoever, including Liens, Claims, and Interests based on, relating to, and/or arising under, without limitation: (a) any employment or labor agreement; (b) any pension, welfare, compensation or other employee plan, agreements, practices, and programs, including, without limitation, any pension or employee plan of, or related to, any of the Debtors or any Debtors' affiliates or predecessors or any current or former employees of any of the foregoing; (c) the Debtors' business operations or the cessation thereof; (d) any litigation involving one or more of the Debtors; (e) any employee, workers' compensation, occupational disease or unemployment or temporary disability related law, including, without limitation, any claims, rights, or causes of action that might arise under or pursuant to: (i) the Employee Retirement Income Security Act of 1974, as amended, (ii) the Fair Labor Standards Act, (iii) Title VII of the Civil Rights Act of 1964, (iv) the Federal Rehabilitation Act of 1973, (v) the National Labor Relations Act, (vi) the Worker Adjustment and Retraining Notification Act of 1988 (the "WARN Act"), (vii) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (viii) the Americans with Disabilities Act of 1990, (ix) the Consolidated Omnibus Budget Reconciliation Act of 1985, (x) the Multiemployer Pension Plan Amendments Act of 1980; (xi) state and local discrimination laws, (xii) state and local unemployment compensation laws or any other similar state and local laws, (xiii) state workers' compensation laws, and/or (xiv) any other state, local, or federal employee benefit laws, regulations or rules or other state, local or federal laws, regulations or rules relating to, wages, benefits, employment, or termination of employment with any or all Debtors or any of their

predecessors; (f) any antitrust laws; (g) any product liability or similar laws, whether state, federal, or otherwise; (h) any environmental laws, rules, or regulations, including, without limitation, under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601, et seq., or similar state statutes; (i) Perishable Agricultural Commodities Act; (j) any bulk sales or similar laws; (k) any federal, state, or local tax statutes, rules, regulations, or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; and (l) any common law doctrine of *de facto* merger, successor, transferee, or vicarious liability, substantial continuity liability, successor-in-interest liability theory, and/or any other theory of or related to successor liability.

16. Other than the Assumed Liabilities the Purchaser has expressly agreed to assume pursuant to the express terms of the Purchase Agreement, the Purchaser is not assuming nor shall it or any Affiliate of the Purchaser be in any way liable or responsible, as a successor or otherwise, for any Liabilities of the Debtors in any way whatsoever, including the Designated Contracts and any Liabilities relating to or arising from the Debtors' ownership or use of the Transferred Assets prior to the Closing Date, or any Liabilities calculable by reference to the Debtors or their operations or the Transferred Assets, or relating to continuing or other conditions existing on or prior to the Closing Date, all of which Liabilities are hereby extinguished insofar as they may give rise to liability, successor or otherwise, against the Purchaser or any affiliate of the Purchaser.

17. Except as otherwise provided in the Purchase Agreement, pursuant to sections 105 and 363 of the Bankruptcy Code, all persons, including, but not limited to, the Debtors, all debt holders, equity security holders, the Debtors' employees or former employees, Governmental Entities, lenders, parties to or beneficiaries under any benefit plan, trade and other creditors asserting or holding a Lien, Claim, or Interest of any kind or nature whatsoever against, in, or with

respect to any of the Debtors or the Transferred Assets, arising under or out of, in connection with, or in any way relating to the Debtors, the Transferred Assets, the operation of the Debtors' businesses prior to the Closing Date, or the transfer of the Transferred Assets to the Purchaser in accordance with the Purchase Agreement and this Order, shall be forever barred and estopped from asserting, prosecuting, or otherwise pursuing such Lien, Claim, or Interest, including assertion of any right of setoff or subrogation, and enforcement, attachment, or collection of any judgment, award, decree, or order, against the Purchaser or any affiliates, successors or assigns thereof and each of their respective current and former members, officers, directors, attorneys, employees, partners, affiliates, financial advisors, and representatives (each of the foregoing in its individual capacity), with respect to the Transferred Assets.

18. Without limiting the generality of the foregoing, the Purchaser shall not assume or be obligated to pay, perform, or otherwise discharge any workers' compensation Liabilities of the Debtors arising pursuant to state law or otherwise, and this Order is intended to be all inclusive and shall encompass, but not be limited to, workers' compensation Claims or suits of any type, whether now known or unknown, whenever incurred or filed, which have occurred or which arise from work-related injuries, diseases, death, exposures, intentional torts, acts of discrimination, or other incidents, acts, or injuries prior to the Closing Date, including, but not limited to, any and all workers' compensation Claims filed or to be filed, or any reopening of such Claims, by or on behalf of any of the Debtors' current or former employees, persons on laid-off, inactive or retired status, or their respective dependents, heirs or assigns, as well as any and all premiums, assessments, or other obligations of any nature whatsoever of the Debtors relating in any way to workers' compensation liability.

19. The Purchaser has not assumed, or is otherwise not obligated for, any of the Debtors' liabilities other than the Assumed Liabilities, and the Purchaser has not purchased any of the Debtors' assets expressly excluded from the Transferred Assets. Consequently, all persons, Governmental Entities and Units (as defined in sections 101(27) and 101(41) of the Bankruptcy Code) and all holders of Liens based upon or arising out of liabilities retained by the Debtors may not take any action against the Purchaser or the Transferred Assets to recover on account of any liabilities of the Debtors (except for the Permitted Liens). All persons holding or asserting any Liens in the Excluded Assets may not assert or prosecute such Liens or any cause of action against the Purchaser or the Transferred Assets for any liability associated with the Excluded Assets or any other Excluded Liability (as defined in the Purchase Agreement) except for the Permitted Liens.

20. **Release, Discharge, and Termination of Liens, Claims, and Interests.** This Order shall be effective as a determination that, on the closing of the Sale, all Liens, Claims, and Interests with respect to the Transferred Assets of any kind or nature whatsoever existing prior to the closing of the Sale have been unconditionally released, discharged, and terminated as to the Transferred Assets (other than the Permitted Liens and the Interests, including the DIP Liens (as defined in the Final DIP Order) that attach to the net proceeds of the Sale), that the conveyances described herein have been effected.

21. **Surrender of Transferred Assets.** All Persons that are presently or on the Closing Date may be in possession of some or all of the Transferred Assets are directed to surrender possession of such Transferred Assets to the Purchaser as provided in the Purchase Agreement.

22. **General Assignment.** As of the Closing of the Sale, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance,

and transfer of the Transferred Assets and/or a bill of sale or assignment transferring indefeasible title and interest in the Transferred 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 Sale and to reflect the effectiveness of the Sale.

23. **Good Faith of the Purchaser.** The Sale specified in the Purchase Agreement 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, the reversal or modification on appeal of the authorization provided herein to consummate the transactions contemplated by the Purchase Agreement shall not affect the validity of the Sale unless such authorization and consummation of the transactions contemplated by the Purchase Agreement 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.

24. **No Liability For The Transferred Assets.** Debtors shall have no liability to the Purchaser or any other party for any rent, damages, claims, counterclaims, cross-claims, demands, defenses, objections, challenges, offsets or setoff, debts, accounts, contracts, liabilities, remedies, suits, controversies, actions, causes of action, losses, damages, indemnities, reimbursement obligations, attorneys' fees, costs, expenses or judgments, of every kind or nature whatsoever, whether matured or unmatured, known or unknown, asserted or unasserted, suspected or unsuspected, foreseen or unforeseen, accrued or unaccrued, liquidated or unliquidated, fixed or contingent, pending or threatened, arising in law or equity, upon contract or tort, in connection

with, arising under or related to the Transferred Assets except as set forth in the Purchase Agreement or this Order and in no event following the Removal Period.

25. **No Avoidance of Purchase Agreement.** Neither the Debtors nor the Purchaser have engaged in any conduct that would cause or permit the Purchase Agreement to be avoided or costs and damages to be imposed under section 363(n) of the Bankruptcy Code. Accordingly, the Purchase Agreement and the Sale 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 Purchase Agreement or the Sale.

26. **Binding Effect.** This Order and the Purchase Agreement 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 Transferred Assets. The terms and provisions of the Purchase Agreement, the Transaction Documents, the Bid Procedures Order, and this 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 Liens, Claims, and Interests in, against, or on all or any portion of the Transferred Assets, the Purchaser, and their 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 Purchase Agreement shall not be subject to rejection or avoidance under any circumstances.

27. **Subsequent Order and Plan Provisions.** Notwithstanding anything to the contrary contained in any chapter 11 plan confirmed 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 the wind-down or dismissal of any Debtor's chapter 11 case or any subsequent chapter 7 case, nothing in such plan or order shall change, supersede, abrogate, nullify, restrict, or conflict with the provisions of the Purchase Agreement, the Transaction Documents, or this Order, or in any way prevent or interfere with the consummation or performance of the Sale.

28. **Failure to Specify Provisions.** The failure to specify or include any particular provisions of the Purchase Agreement or the Transaction Documents in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of this Court that the Purchase Agreement, the Transaction Documents, and the Sale be authorized and approved in their entirety.

29. **Automatic Stay.** The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted to the extent necessary to (i) allow the Purchaser to deliver any notice provided for in the Purchase Agreement and the Transaction Documents, and (ii) allow the Purchaser to take any and all actions permitted under the Purchase Agreement 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.

30. **Bankruptcy Rules Satisfied or Waived.** 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 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). Time is of the essence in closing the Sale and the Debtors and the Purchaser intend to close the sale as soon as possible.

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

32. **DIP Facility.** Capitalized terms used in this paragraph 47 but not otherwise defined herein shall have the respective meanings ascribed to them in the Final DIP Order. Notwithstanding anything herein to the contrary:

- a. all net proceeds of the Sale are DIP Collateral and are subject to the DIP Liens and the DIP Liens shall attach to the proceeds of the Sale with the same nature, validity, priority, extent, perfection, and force and effect that the DIP Liens encumbered the Transferred Assets immediately prior to the entry of this Order;

- b. the Debtors are authorized and directed to immediately apply all net proceeds of the Sale to the payment of all outstanding DIP Obligations upon receipt thereof; and
- c. effective as of the date of Closing, each of the DIP Loan Parties and its estate(s), on its own behalf and on behalf of its predecessors, successors and assigns, hereby absolutely, unconditionally and irrevocably releases and forever discharges and acquits each of the DIP Secured Parties and each of their respective representatives (in their capacities as such) from any and all obligations and liabilities to the DIP Loan Parties (and their successors and assigns) and from any and all claims, counterclaims, cross-claims, demands, defenses, objections, challenges, offsets or setoff, debts, accounts, contracts, liabilities, remedies, suits, controversies, actions, causes of action, losses, damages, indemnities, reimbursement obligations, attorneys' fees, costs, expenses or judgments, of every kind or nature whatsoever, whether matured or unmatured, known or unknown, asserted or unasserted, suspected or unsuspected, foreseen or unforeseen, accrued or unaccrued, liquidated or unliquidated, fixed or contingent, pending or threatened, arising in law or equity, upon contract or tort, under the Bankruptcy Code, any state or federal common law, statute, rule, regulation or otherwise, including, without limitation, any claim or cause of action seeking (i) any so-called lender liability, (ii) any and all claims arising under the Bankruptcy Code, whether under Chapter 5 of the Bankruptcy Code or under applicable law (including any applicable state law Uniform Fraudulent Transfer Act, Uniform

Fraudulent Conveyance Act or similar statute or common law), or otherwise, (iii) reduction, recoupment, recharacterization, subordination (whether equitable, contractual or otherwise), reclassification, disgorgement, disallowance, impairment, marshalling, surcharge or recovery, in each case, that may be asserted by any of the DIP Loan Parties, their respective estates, predecessors, successors and assigns, in each case, against any of the DIP Secured Parties or their respective representatives (in their capacities as such) for or by reason of any act, omission, matter, cause or thing whatsoever arising at any time prior to the date of Closing, in connection with, arising under or related to the DIP Orders, the DIP Facility, the DIP Liens, the DIP Obligations, the DIP Collateral, the transactions contemplated thereunder or hereunder, or the negotiation thereof or hereof, including, without limitation, any claim or cause of action with respect to the validity, enforceability, priority, scope, extent or perfection of the DIP Liens, the DIP Obligations or the DIP Loan Documents.

33. **Provisions Nonseverable and Mutually Dependent.** The provisions of this Order, the Purchase Agreement, and the Transaction Documents are non-severable and mutually dependent.

34. **Retention of Jurisdiction.** This Court shall retain exclusive jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of the Purchase Agreement, the Transaction Documents, the Bid Procedures Order, and this 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 Sale. This Court retains jurisdiction to compel delivery of the Transferred Assets, to protect the Purchaser and their assets, including the Transferred Assets, against any Liens, Claims, and 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 Transferred 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.

35. **Conditions Precedent.** Neither the Purchaser nor the Debtors shall have an obligation to close the Sale Transaction until all conditions precedent in the Purchase Agreement to each of their respective obligations to close the Transactions have been satisfied or waived in accordance with the terms of the Purchase Agreement. In the event that the Sale Transaction does not close by January 6, 2025, the Debtors may submit a substitute Sale Order to consummate the Sale Transaction with the Backup Bidder.

Signed: November 26, 2024


Alfredo R Pérez
United States Bankruptcy Judge

Exhibit 1

1. Purchase Agreement

PURCHASE AND SALE AGREEMENT

BETWEEN

**RHODIUM RENEWABLES LLC,
a Delaware limited liability company**

AS SELLER

AND

**TEMPLE GREEN DATA LLC,
a Delaware limited liability company**

AS PURCHASER

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EXHIBITS AND SCHEDULES

EXHIBITS

Exhibit A	Description of the Land
Exhibit B	Form of Lease Cancellation ¹
Exhibit C	Form of Bring-Down Certificate
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Annex 1	Defined Terms
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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is entered into as of November [___], 2024 (the “**Effective Date**”), by and between RHODIUM RENEWABLES LLC, a Delaware limited liability company, having a principal address at 4146 W US Hwy 79, Rockdale, TX 76567 (“**Seller**”), and Temple Green Data LLC, a Delaware limited liability company, having a principal address at 1700 Westlake Avenue N., Suite 200, Seattle, WA 98107 (“**Purchaser**”).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, Seller and Purchaser hereby agree as follows:

RECITALS

WHEREAS, Seller is a debtor-in-possession under title 11, of the United States Code, 11 U.S.C. § 101 et seq. (the “**Bankruptcy Code**”), and filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code on August 29, 2024 (the “**Petition Date**”), in the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”) (Case No. 24-90448 (ARP)) (the “**Bankruptcy Case**”);

WHEREAS, Seller is the holder of a leasehold interest in the real property located at 3505 Lorraine Avenue, Temple, Texas 76501, as more particularly described in Exhibit A attached hereto (the “**Land**”), together with the data center located thereon (the “**Facility**”), pursuant to that certain Amended and Restated Datacenter Lease, dated as of June 17, 2022 (as amended, modified and supplemented from time to time, the “**Lease**”), between Seller, as tenant, and Temple Green Data LLC, a Delaware limited liability company, as landlord (“**Landlord**”);

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, pursuant to Section 363 of the Bankruptcy Code, such leasehold interest in the Land and the Facility, on the terms and conditions set forth below;

WHEREAS, the transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated only pursuant to the Sale Order (as defined below) approving such sale and in accordance with sections 105 and 363 of the Bankruptcy Code and other applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Bidding Procedures Order (as defined below); and

WHEREAS, Seller and Purchaser have negotiated in good faith and at arm’s length for the purchase and sale of the Property (as defined below) and for certain bid protections in connection therewith, subject to the terms and conditions set forth herein.

ARTICLE I DEFINED TERMS

Unless otherwise defined herein, any term with its initial letter capitalized in this Agreement has the meaning set forth in Annex 1 attached hereto.

ARTICLE II PURCHASE AND SALE AND PURCHASE PRICE

2.1 Purchase and Sale. Seller agrees to sell and convey the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, all in accordance with the terms and conditions set forth in this Agreement and the Sale Order. Notwithstanding anything to the contrary contained herein, Seller shall not sell, assign, transfer, convey or deliver to Purchaser, and Purchaser shall not purchase, and the Property shall not include, any of the Seller's right, title and interest in the Excluded Assets.

2.2 Purchase Price.

2.2.1 The total purchase price (the "**Purchase Price**") for the Property shall be an amount equal to Thirty-Five Million Seventy-Two Thousand and 0/100 Dollars (\$35,072,000.00), payable by Purchaser, as follows:

(a) The Purchase Price (subject to the prorations, credits and/or adjustments provided for in this Agreement, including pursuant to Section 5.4 of this Agreement) shall be paid to and received by the Seller by wire transfer of immediately available funds on the Closing Date.

2.2.2 All currency amounts set forth in this Agreement are expressed in United States Dollars.

2.2.3 Prior to the Effective Date, Purchaser shall have deposited in the escrow established with the Escrow Agent in an account at Bank of America pursuant to Section 5.1 below, a sum equal to ten percent (10.00%) of the Purchase Price (less the Bid Deposit already paid) in immediately available funds as an earnest money deposit on account of the Purchase Price (which sum, including all interest accrued thereon while held in escrow, is hereafter referred to as the "**Deposit**"). Seller acknowledges that as of the date of this Agreement, Purchaser has paid the Deposit in the amount of \$3,507,200. The Deposit may be invested by Escrow Agent in an interest-bearing account designated by Purchaser and the Deposit shall be released and delivered (together with all accrued interest thereon) by Escrow Agent to either Purchaser or the Seller, as applicable, as follows, in each case in accordance with the Escrow Agreement:

(a) if the Closing shall occur, the Deposit shall be paid by the Escrow Agent to Seller and applied towards the Purchase Price payable by Purchaser to Seller under Section 2.2.1 and all accrued interest thereon shall be delivered to Purchaser at the Closing;

(b) if this Agreement is terminated by Seller pursuant to Section 9.1.2, the Deposit, together with all accrued interest thereon, shall be released to Seller within five (5) Business Days after such termination;

(c) if this Agreement is terminated for any reason (other than a termination by Seller pursuant to Section 9.1.2), the Deposit, together with all accrued interest thereon, shall be returned to the Purchaser within five (5) Business Days after such termination.

2.2.4 The Deposit shall form no part of the Seller's chapter 11 estate under Section 541(a) of the Bankruptcy Code or otherwise, and the Seller shall claim no right, title or interest in the Deposit other than as set forth herein.

ARTICLE III PURCHASER DILIGENCE

3.1 Provision of Due Diligence Materials. Seller has delivered or made available to Purchaser diligence materials relative to the Property and its operation, including but not limited to, the Lease, any guaranties thereof, license agreement(s), if any, and any other occupancy agreements in Seller's possession, current contracts executed by Seller or on behalf of Seller pertaining to the operation of the Property, including all service and maintenance agreements, operating statements for the most recent calendar year and for the current year and current real estate tax bills (collectively, the "**Due Diligence Materials**"). Notwithstanding anything to the contrary contained herein, the Due Diligence Materials shall expressly exclude (i) Seller's internal memoranda, budgets, financial projections, accounting records, attorney-client privileged materials, internal appraisals, economic evaluations of the Property, third-party purchase inquiries and correspondence, and structural or physical inspection reports which are not in the possession or control of Seller, and (ii) any information which is the subject of a confidentiality agreement between Seller and a third party (currently in effect and prohibiting disclosure of such information) and which is not otherwise known to Purchaser or its Affiliates (the exclusions described in the foregoing clauses (i) and (ii), the "**Excluded Materials**"). Purchaser acknowledges and agrees that, except as otherwise provided in this Agreement: (i) any and all of the Seller's Due Diligence Materials are provided or made available to Purchaser for informational purposes only and do not constitute representations or warranties of Seller of any kind; (ii) the documents, information and reports that Seller provides or makes available to Purchaser in connection with the negotiation, execution and delivery of this Agreement may not be inclusive of all of the documents, information and reports in existence concerning the Property; and (iii) by providing or making available to Purchaser the Seller's Due Diligence Materials, and subject to the representations and warranties expressly made by Seller in this Agreement, Seller has complied with and satisfied any obligations Seller may have to provide Purchaser with information about the Property.

3.2 Conduct of Due Diligence. Subject to all of the terms, conditions and restrictions set forth in this Agreement, Purchaser and the Purchaser Consultants shall be entitled, at Purchaser's sole cost and expense, to: (a) subject to the terms of the Lease, enter onto the Property, during normal business hours and upon no less than twenty four (24) hours' advance e-mail and telephonic notice to Chase Blackmon (chaseblackmon@rhdm.com) identifying the applicable Purchaser Consultants to perform any inspections, investigations, studies and tests of the Property (including physical, structural, mechanical, architectural, engineering, soils, geotechnical and environmental tests); (b) review all Due Diligence Materials; and (c) perform such other investigations with respect to the Property as Purchaser may desire (Purchaser's and the Purchaser Consultants' inspections, investigations, studies and testing described in clauses (a) through (c), collectively, the "**Inspections**"); *provided that* Purchaser shall not (and Purchaser shall not permit any Person acting on behalf of Purchaser to) perform any physically invasive testing (including any Phase II environmental assessment) of any portion of the Property without first (i) submitting to Seller a reasonably detailed description of the scope and purpose of such testing and (ii) obtaining the prior written consent of Seller for such testing, which consent

may be withheld in Seller's sole and absolute discretion. Seller, at its election, may have a representative present for each interview, test, inspection, survey or investigation. Before Purchaser or any Purchaser Consultant enters onto the Property pursuant to this Section 3.2, Purchaser shall deliver to Seller an original certificate of Purchaser's and such Purchaser Consultant's (i) workers' compensation insurance (in the amount required by statute) and (ii) commercial general liability insurance (which may be provided under a blanket policy with blanket contractual obligations endorsement) in a minimum amount equal to the greater of \$2,000,000 and any amount required under the Lease, which shows Seller as an additional named insured and includes a waiver of subrogation. For the avoidance of doubt, all of Purchaser's rights to enter the Land and the Facility as Landlord under the Lease are unaffected by this Agreement.

3.3 Inspection Standards. Purchaser and the Purchaser Consultants shall comply with all laws, ordinances, statutes, rules, and regulations applicable to their entry onto and testing, inspection, survey and investigation of the Property, and with Seller's safety and security requirements. Subject in all respects to the Lease, (i) Purchaser hereby agrees to indemnify, defend and hold Seller harmless from and against any and all loss, cost, damage, injury or expense (including without limitation attorneys' fees and costs) arising out of or directly related to claims for work or labor performed, materials or supplies furnished, or injury to persons or property caused by the entry upon the Property prior to the Closing by Purchaser or the Purchaser Consultants, and (ii) Purchaser hereby indemnifies and holds Seller harmless from any reasonable cost or expense suffered or incurred by Seller for, or any costs incurred by Seller in removing, any *lis pendens* or liens placed on the Property due to the actions of any of Purchaser or any Purchaser Consultant. Purchaser agrees that in conducting any Inspections, Purchaser and the Purchaser Consultants shall (i) not unreasonably interfere with the operation and maintenance of the Property, (ii) not damage any part of the Property or any personal property, (iii) not injure or otherwise cause bodily harm to Seller or its guests, agents, invitees, contractors or employees, or any tenant or its guests or invitees, (iv) maintain insurance as provided above, (v) promptly pay when due the costs of all Inspections.

3.4 Diligence. During the Inspection Period, Purchaser was permitted to assess, examine, inspect, investigate, review and study any and all aspects of the Property (including the Due Diligence Materials) and confirm such matters as Purchaser deems appropriate in connection with the purchase of the Property.

3.5 Purchaser's Responsibilities. In conducting the Inspections, Purchaser shall (and shall cause any Person acting on behalf of Purchaser to): (a) not materially interfere with the use, enjoyment or occupancy of the Property; (b) not damage any part of the Property or any personal property owned or held by Seller, any of its tenants or any their respective agents, guests, invitees, contractors or employees; (c) not injure or otherwise cause bodily harm to Seller, any of its tenants or any their respective agents, guests, invitees, contractors or employees; (d) comply in all material respects with applicable law and the terms of any leases theretofore provided to Purchaser with respect to the applicable portions of the Property; (e) not permit any liens to attach to the Property by reason of any Inspections; (f) repair any damage to the Property resulting from the Inspections; (g) indemnify, protect, defend and hold harmless Seller from and against any and all damages in connection with or arising out of, any Inspections carried out by or on behalf of Purchaser pursuant to the terms hereof; (h) immediately on completion of each Inspection, fully restore the Property to the condition in which the same was found before any

such inspection or test was undertaken; and (i) not reveal or disclose any information obtained during the Inspection Period concerning the Property except as permitted by Section 15.13. Purchaser's indemnification obligations hereunder shall survive the Closing or any termination of this Agreement.

3.6 Delivery. As additional consideration for the transaction contemplated herein, upon request from Seller in the event Purchaser provides Seller written notice of Purchaser's election to terminate this Agreement as provided in Section 3.4 above, or otherwise does not close the purchase of the Property, Purchaser shall promptly deliver to Seller copies (without representation or warranty) of any and all reports, tests or studies involving structural or geologic conditions, environmental, hazardous waste or hazardous substance contamination of the Property and all other materials obtained in connection with Purchaser's due diligence; *provided, however,* that Purchaser shall not be required to deliver to Seller any internally generated reports, financial analyses, or other information that would be considered attorney work product, and Purchaser shall have no obligation to cause any such tests or studies to be performed on the Property.

ARTICLE IV [OMITTED]

ARTICLE V CLOSING

5.1 Closing. The Closing shall occur on or before January 6, 2025, subject to the satisfaction or waiver of the conditions set forth in Article VIII, or on such other date as may be mutually agreed upon by the Parties in writing (in any such case, such date, the "**Scheduled Closing Date**"; and the date on which the Closing occurs, "**Closing Date**"), which may be held virtually or, if Seller and Purchaser agree, may be through an escrow with the Escrow Agent, whereby Seller, Purchaser and their respective attorneys need not be physically present at the Closing and may deliver documents by overnight air courier or other means. Time shall be of the essence with respect to the parties' obligations to consummate the Closing on the Scheduled Closing Date. At the Closing, the Deposit shall be disbursed by the Escrow Agent to Seller.

5.2 Seller Closing Deliveries. Seller shall execute and deliver to Purchaser each of the following items on or prior to the Scheduled Closing Date:

5.2.1 A duly executed and acknowledged cancellation of Lease in the form attached as Exhibit B executed by the Landlord (the "**Lease Cancellation**").

5.2.2 A certificate in the form of Exhibit C attached hereto (a "**Bring-Down Certificate**").

5.2.3 Seller's counterpart signature to the closing statement (if any), which shall include the prorations, credits and adjustments calculated in accordance with the terms of this Agreement (the "**Closing Statement**").

5.2.4 A certification of Seller's non-foreign status pursuant to Section 1445 of the Code in the form of Exhibit D attached hereto.

5.2.5 Resolutions, certificates of good standing, and such other organizational documents as the Purchaser shall reasonably require evidencing Seller's authority to consummate the Transaction.

5.3 Purchaser Closing Deliveries. Purchaser shall deliver to the Seller each of the following on or prior to the Scheduled Closing Date:

5.3.1 The Purchase Price (less the Deposit which shall be disbursed by the Escrow Agent to the Seller), plus or minus the adjustments, credits or prorations provided for in this Agreement.

5.3.2 The security deposit Seller provided to the Landlord pursuant to the Lease (the "**Security Deposit**").

5.3.3 Purchaser's counterpart signature to the Lease Cancellation.

5.3.4 A Bring-Down Certificate executed by Purchaser.

5.3.5 Purchaser's counterpart signature to the Closing Statement (if any).

5.3.6 Any real property transfer and sales tax forms and returns, transfer declarations, ownership information or other similar disclosure forms, and other reports, notices, affidavits or documents that are required under applicable laws to be executed by Purchaser in connection with the Transaction.

5.3.7 Resolutions, certificates of good standing, and such other organizational documents as the Seller shall reasonably require evidencing Purchaser's authority to consummate the Transaction.

5.3.8 Executed copy by Landlord of any document Seller reasonably requests evidencing the termination of the Terminating Agreements.

5.4 Closing Prorations, Credits and Adjustments.

5.4.1 General. All normal and customarily proratable items, including, without limitation, operating expenses and utility charges (but excluding real estate taxes and any other items which are the responsibility of Landlord under the Lease), shall be prorated as of 11:59 p.m. (Local Time) on the day immediately prior to the end of the Removal Period in accordance with the proration schedule agreed upon by Seller and Purchaser prior to the end of the Removal Period, the parties agreeing that Seller shall be responsible and charged for all of same attributable to the period up to the Removal Period (and credited for any amounts paid by Seller attributable to the period on or after the Removal Period) and Purchaser shall be responsible and charged for all of the same attributable to the period on and after the Removal Period (and credited for any amounts unpaid as of the Removal Period attributable to the period up to the Removal Period).

5.4.2 Operating Expenses. Any operating expenses shall be prorated on the basis of the actual number of days of the month (or other applicable time period) which shall have elapsed as of the Removal Period end, with Purchaser being responsible for all such

operating expenses attributable to dates from and after the Removal Period and Seller being responsible for all such operating expenses attributable to dates prior to the Removal Period.

5.4.3 Utilities. Water rates, water meter charges, sewer rents, utility charges and vault charges, if any, shall be prorated based on the most recently available bills therefor and reprorated after the Removal Period pursuant to Section 5.5.

5.4.4 Insurance. No insurance policies will be assigned by Seller to Purchaser.

5.4.5 Closing Costs.

(a) The costs of any recording fees, transfer taxes, or mortgage recording taxes shall be paid by Purchaser at Closing. Any escrow fees shall be split equally between Seller and Purchaser. The parties will execute and deliver any required transfer or other similar tax declarations to the appropriate governmental entity at Closing. In addition, Seller shall be responsible for payment of all fees of Seller's financial advisors, attorneys, accountants and other consultants, and Purchaser shall be responsible for payment of all fees of Purchaser's financial advisors, attorneys, accountants and other consultants and all other fees, costs and expenses incurred in connection with Purchaser's due diligence.

(b) All other costs and expenses incident to the Transaction and the closing thereof shall be paid by the party incurring the same. If any cost for which Seller (on the one hand) or Purchaser (on the other hand) is responsible pursuant to the foregoing provisions of this Section 5.4.5 shall have been paid by the other prior to the Closing, then the other shall receive a credit in the amount of such payment on the Closing Statement. The terms and provisions of this Section 5.4.5 shall survive the Closing and any earlier termination of this Agreement.

5.4.6 Possession. Seller shall deliver to Purchaser concurrently with the expiration of the Removal Period (a) possession of the Property, subject to the Lease, and (b) no later than five (5) Business Days after notice is delivered by Purchaser to Seller stating where such materials shall be delivered (but in no event prior to the Closing Date) the originals and copies of the Lease, and keys and access codes to the Property.

5.5 Post-Closing Adjustments. Purchaser shall have thirty (30) days after the expiration of the Removal Period (the "**Adjustment Period**") to inspect the Property pursuant to the Lease to ensure the Property has been delivered in broom clean condition. Any costs or damages incurred as a result of Seller's delivery of the Property out of compliance with the Lease shall be payable by Seller to Purchaser. If Seller disputes any such costs or damages and the Parties are unable to resolve such dispute by agreement, Seller and Purchaser will resolve the dispute in mediation in Harris County, Texas, for which each party shall bear its own costs and attorneys' fees, if any, except that the parties shall split the mediator's fees, if any. The parties shall seek to mediate in front of a sitting bankruptcy judge in the Southern District of Texas who agrees to mediate. Any funds due after mediation of the Post-Closing Adjustments shall be paid not later than seven (7) days after the conclusion of the mediation. Neither Party shall have any obligation to re-adjust any items after the expiration of the periods set forth in this Section 5.5.

5.6 Removal of Personal Property. Notwithstanding anything to the contrary: (a) Seller shall have the period from the Closing Date through 11:59 p.m. (Central Time) on

March 31, 2025 (the “**Removal Period**”), at Seller’s sole cost and expense, to remove any or all of Seller’s Personal Property (but Seller shall have the option, in its sole discretion, to shorten such Removal Period and in addition,

5.7 Purchaser may seek to purchase from Seller such Personal Property on such terms as the parties may agree); and (b) Seller shall continue to owe all obligations due under the Lease, other than the payment of Rent and all other amounts owed under the Lease, until the expiration of the Removal Period. On or before the Closing Date, Seller shall have added Purchaser as an additional insured party under its insurance policies and shall require its contractors and subcontractors to likewise add Purchaser as an additional insured party under their respective insurance policies. Seller shall indemnify Purchaser for any damage to the Property caused by Seller during the Removal Period. Notwithstanding the foregoing, Seller shall have no obligation to remove any conduits, wiring or alterations thereof on the Closing Date or thereafter. Seller’s use of the Property during the Removal Period shall be limited to (i) removing Seller’s Personal Property and actions in furtherance of delivering the Property to Purchaser in broom-clean condition in accordance with the Lease and (ii) drawing power to phase down from operations to zero MW.

5.8 Termination of Terminating Agreement. Purchaser agrees that upon the Closing occurring, the Terminating Agreements are hereby terminated and shall cease to be of any force or effect.

5.9 Waiver of Confidentiality Agreement. Upon the Effective Date of this Agreement, Seller waives Purchaser’s obligations under the Confidentiality Agreement and this Agreement with respect to MP2 Energy LLC dba Shell Energy Solutions (“Shell”) or any of its affiliates.

ARTICLE VI REPRESENTATIONS AND WARRANTIES OF SELLER AND PURCHASER

6.1 Seller’s Representations. For the purpose of inducing Purchaser to enter into this Agreement and to consummate the Transaction in accordance herewith, Seller represents and warrants the following (collectively, the “**Seller’s Representations**”) to Purchaser as of the Effective Date:

6.1.1 Seller is duly organized, validly existing and in good standing under the laws of the state of its formation; except for such authorization as is required by the Bankruptcy Court, including the Sale Order, has the entity power and authority to sell and convey the Property, to execute and deliver the documents and instruments required of Seller herein, and to perform its obligations hereunder; and has taken all corporate, partnership, limited liability company or equivalent entity actions required for the execution and delivery of this Agreement and the consummation of the Transaction. The execution, delivery and compliance with and fulfillment of the terms and conditions hereof will not result in a violation or breach of (a) any organizational document of Seller, or (b) in any material respect, any legal requirement or material contract applicable to Seller or by which Seller or the Property is bound. Subject to the

Bankruptcy Court's entry of the Sale Order, this Agreement is a valid and binding agreement, enforceable against Seller in accordance with its terms.

6.1.2 Seller is not a "foreign person," as that term is used and defined in Section 1445 of the Code.

6.1.3 Other than the Bankruptcy Case or as described on Schedule 6.1.3, to Seller's Knowledge, there are no actions, proceedings, litigation, governmental investigations or condemnation actions for which Seller has received legal process or, to Seller's Knowledge, threatened in writing against Seller or the Property.

6.1.4 Seller has not entered into any lease, sublease, license, hosting agreement or other occupancy or use agreement with respect to all or any portion of the Property other than the Lease, the Hosting Services Agreement, the Agency Agreement, and agreements that will have been terminated at or prior to Closing.

6.1.5 Other than as described on Schedule 6.1.5, as of the Effective Date, to Seller's Knowledge, Seller has received no written notice from any governmental authority with jurisdiction over the Property of any violation by the Property of any laws, ordinances or regulations applicable to the Property (including, without limitation, any Environmental Law) that remains uncured or unresolved.

6.1.6 (i) Seller has not submitted and, to Seller's Knowledge, no other Person has submitted an application for the creation of any special taxing district affecting the Property (or any part thereof), or annexation thereby, or inclusion therein and (ii) to Seller's Knowledge, Seller has not received written notice that any governmental authority has commenced or intends to commence construction of any special or off-site improvements or has imposed or increased or intends to impose or increase any special or other assessment against the Property (or any part thereof). To Seller's Knowledge, there is no pending or threatened request, application or proceeding to alter or restrict the zoning or other use restrictions applicable to the Property or any portion thereof. There are no pending tax certiorari proceedings involving Seller or the Property.

6.1.7 [Reserved.]

6.1.8 Seller has not granted any option, right of first refusal, first offer or first opportunity, or any similar right, to any party to acquire any leasehold interest in any portion of the Property.

6.1.9 Except (a) to the extent excused or made unenforceable as a result of the filing of the Bankruptcy Case or (b) entry and effectiveness of the Sale Order, no consent, approval, order or authorization of, notice to, or registration, declaration or filing with, any third party (including any applicable governmental authority) is required to be obtained or made by Seller in connection with the execution and delivery of this Agreement or the consummation of the Transaction.

6.1.10 Seller is not a Prohibited Person.

6.1.11 To Seller's Knowledge, Seller has not received any written notice, report or information regarding any violations of, or any corrective, investigatory or remedial obligations arising under, Environmental Laws with respect to the Property. To Seller's Knowledge, Seller is and has been in compliance with all applicable Environmental Laws with respect to the Property and holds and is and has been in compliance with all Permits required under Environmental Laws for the operation of the Property. To Seller's Knowledge, except as disclosed in the Due Diligence Materials, there has been no release of, contamination by, or exposure of any person to any Hazardous Materials that has given or would give rise to any liability under Environmental Law.

6.2 AS-IS.

6.2.1 PURCHASER ACKNOWLEDGES AND AGREES, AS A MATERIAL INDUCEMENT TO THE SELLER'S EXECUTION AND DELIVERY OF THIS AGREEMENT, THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROPERTY IS BEING PURCHASED AND SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

6.2.2 The Purchase Price and the terms and conditions set forth herein are the result of arm's-length bargaining between entities familiar with transactions of this kind, and the price, terms and conditions set forth in this Agreement reflect the fact that (except as otherwise expressly set forth in this Agreement) Purchaser is not relying upon any information provided by (or by any Person on behalf of) Seller or statements, representations or warranties, express or implied, made by (or by any Person on behalf of) Seller, including, without limitation, relating to the value of the Property, the physical or environmental condition of the Property, any state, federal, county or local law, ordinance, order or permit, or the suitability, compliance or lack of compliance of the Property with any regulation, or any other attribute of or matter relating to the Property. Except as otherwise expressly set forth in this Agreement, Purchaser agrees that Seller shall not be responsible or liable to Purchaser (a) for any defects, errors or omissions in the Due Diligence Materials or (b) on account of any conditions affecting the Property.

6.2.3 Purchaser acknowledges and agrees that, except as otherwise expressly set forth in this Agreement, no representation has been made, and no responsibility is assumed, by Seller with respect to the financial earning capacity of the Property, the continued occupancy of the Property or any part thereof or the occupancy of the Property at Closing.

6.2.4 Purchaser agrees and acknowledges that, except as expressly set forth in the Seller's Representations, Seller makes no representations or warranties with respect to the Property (or any portion thereof), the operation, management and/or leasing of the Property or concerning any statements made or information delivered or made available to Purchaser (whether by Seller, any of its Affiliates or any agents, representatives, consultants or advisors of any of the foregoing, or any other Person) with respect to the Property (or any portion thereof) or the business of Seller, and all such representations and warranties are hereby expressly excluded and disclaimed. Purchaser further acknowledges and agrees that all materials, data and information delivered by Seller to Purchaser in connection with the transaction contemplated hereby are provided to Purchaser as a convenience only and that any reliance on or use of such materials, data or information by Purchaser shall be at the sole risk of Purchaser, except as otherwise expressly stated herein. Except as otherwise expressly provided herein, without

limiting the generality of the foregoing provisions, Purchaser acknowledges and agrees that (a) any environmental or other report with respect to the Property which is delivered by Seller to Purchaser shall be for general informational purposes only, (b) Purchaser shall not have any right to rely on any such report delivered by Seller to Purchaser (unless the environmental consultant subsequently provides a reliance letter to Purchaser, but in no event shall Seller have any liability to Purchaser arising out of said reliance letter), but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Purchaser with respect thereto, and (c) neither Seller nor any Affiliate of Seller shall have any liability to Purchaser for any inaccuracy in or omission from any such report.

6.3 Purchaser's Independent Investigation; Seller's Knowledge.

6.3.1 Without limiting the express provisions hereof, by Purchaser electing to proceed under Section 3.4, Purchaser will be deemed to have acknowledged and agreed that it has been given a full opportunity to inspect and investigate each and every aspect of the Property, either independently or through agents of Purchaser's choosing, including, without limitation:

(a) All matters relating to title, together with all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements and building codes.

(b) The physical condition and aspects of the Property, including, without limitation, the interior, the exterior, the square footage within the Improvements and within the tenant space therein, the structure, seismic aspects of the Property, the foundation, roof, paving, parking facilities, utilities, and all other physical and functional aspects of the Property. Such examination of the physical condition of the Property shall include an examination for the presence or absence of Hazardous Materials, which shall be performed or arranged by Purchaser (subject to the provisions of Section 3.2 hereof) at Purchaser's sole expense.

(c) Any easements and/or access rights affecting the Property.

(d) The Lease and all matters in connection therewith.

(e) All other matters of material significance affecting the Property, including, but not limited to, the Due Diligence Materials.

Without limiting the above and other than in connection with fraud, and subject to the representations and warranties of Seller contained in Section 6.1 hereof, and subject to Section 5.5 hereof, Purchaser on behalf of itself and its successors and assigns waives its right to recover from, and forever releases and discharges Seller and Seller Related Parties from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, court costs and attorneys' fees and disbursements), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with (i) the physical condition of the Property including, without limitation, all structural and seismic elements, all mechanical, electrical, plumbing, sewage, heating, ventilating, air conditioning and other systems, the environmental condition of the Property and the presence of Hazardous Materials

on, under or about the Property, or (ii) any law or regulation applicable to the Property, including, without limitation, any Environmental Law and any other federal, state or local law. Notwithstanding anything herein to the contrary (including the foregoing release), (A) Purchaser shall have the right to defend (but Purchaser has no right to assert, file or otherwise proceed with a contribution, indemnity or other claim against Seller) governmental and third-party claims by alleging that Seller, not Purchaser, is liable for such claims; and (B) Purchaser has not assumed and has no obligation to indemnify Seller for governmental or third party claims asserted after the Closing as a result of any act or omission taken or failed to be taken by or on Seller's behalf prior to the Closing.

6.3.2 The phrase "to Seller's Knowledge," or words of similar import in this Agreement, shall be deemed to refer exclusively to matters within the actual current knowledge, without the duty of investigation, of Chase Blackmon and Nathan Nichols (collectively, "Seller Knowledge Individuals"). Neither the actual, present, conscious knowledge of any other individual or entity, nor the constructive knowledge of the Seller Knowledge Individuals or of any other Person (including knowledge of predecessors in title to the Property or the operation or management of the Property before Seller's acquisition of the Property), shall be imputed to the Seller Knowledge Individuals. No Seller Knowledge Individual is a party to this Agreement or shall be subject to any personal liability hereunder.

6.4 Representations and Warranties of Purchaser. For the purpose of inducing Seller to enter into this Agreement and to consummate the Transaction in accordance herewith, Purchaser represents and warrants to Seller the following (collectively, the "Purchaser's Representations") as of the Effective Date:

6.4.1 Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware; has the entity power and authority to acquire the Property, to execute and deliver the documents and instruments required of Purchaser herein, and to perform its obligations hereunder, and has taken all limited liability company actions required for the execution and delivery of this Agreement and the consummation of the Transaction. The execution, delivery and compliance with and fulfillment of the terms and conditions hereof will not result in a violation or breach of (a) Purchaser's organizational documents or (b) in any material respect, any legal requirement or material contract applicable to Purchaser or by which Purchaser or the property of Purchaser is bound. This Agreement is a valid and binding agreement, enforceable against Purchaser in accordance with its terms.

6.4.2 No pending or, to Purchaser's Knowledge, threatened litigation exists which would reasonably be expected to (a) restrain the consummation of the Transaction or otherwise have a material adverse effect on Purchaser's ability to consummate the Transaction or (ii) declare illegal, invalid or non-binding any of Purchaser's obligations or covenants to Seller hereunder.

6.4.3 Purchaser is not a Prohibited Person.

6.4.4 The funds transferred by Purchaser to Seller under this Agreement are not the property of, or beneficially owned, directly or indirectly, by a Prohibited Person or the proceeds of specified unlawful activity as defined by 18 U.S.C. §1956(c)(7).

6.4.5 No consent, approval, order or authorization of, or registration, declaration or filing with, any applicable governmental authority is required to be obtained or made by Purchaser in connection with the execution and delivery of this Agreement or the consummation of the Transaction, which Purchaser has not already obtained or made.

The phrase “**to Purchaser’s Knowledge**,” or words of similar import in this Agreement, shall be deemed to refer exclusively to matters within the knowledge, following reasonable due inquiry, of Michelle Simmons (“**Purchaser Knowledge Individual**”). Subject to the foregoing, neither the actual, present, conscious knowledge of any other individual or of entity, nor the constructive knowledge of the Purchaser Knowledge Individual or of any other Person, shall be imputed to the Purchaser Knowledge Individual. The Purchaser Knowledge Individual is not a party to this Agreement and shall not be subject to any personal liability hereunder.

6.5 Survival. Any claim which either Purchaser or Seller may have against the other for a breach of any such representation or warranty contained in this Article VI, whether such breach is known or unknown, which is not specifically asserted by written notice to the party being claimed to be in breach within the three (3) month period immediately following Closing (the “**Outside Claim Date**”) shall not be valid or effective, and the party claimed to be in breach shall have no liability with respect thereto.

6.6 Purchaser’s Indemnification of Seller. Subject to the Lease, Purchaser shall indemnify, defend, protect and hold Seller harmless from and against any and all claims, actions, causes of action, demands, liabilities, damages, costs and expenses (including attorneys’ fees and costs), whether direct or indirect, known or unknown, foreseeable or unforeseeable (collectively, a “**Claim**”), that may be asserted against or suffered by Seller at any time after the end of the Removal Period on account of or in any way arising out of or connected with Purchaser’s ownership, possession or control of the Property after the Removal Period, including: (a) the physical condition, nature or quality of the Property (including the soils and groundwater on and under the Land); (b) the presence or release in, under, on or about the Property (including the soils and groundwater on and under the Land) of any hazardous materials; (c) any personal injury suffered by any person on the Property on or after the Removal Period and (d) the ownership, management or operation of the Property. By its execution of this Agreement, Purchaser hereby (i) as between Purchaser and Seller, takes responsibility and liability for all obligations attributable to any hazardous substances in, at, on, under, or about the Property; and (ii) shall at all times comply with all environmental laws involving hazardous substances in, at, on, under, or about the Property or their removal from the Property. The provisions of this Section 6.6 shall survive the Closing.

ARTICLE VII ADDITIONAL COVENANTS OF SELLER AND PURCHASER

7.1 Interim Operating Covenants. Except (i) as required by Law, including in connection with the Bankruptcy Case (it being understood that no provision of this Section 7.1 will require Seller to make any payment to any of its creditors with respect to any amount owed

to such creditors on the Petition Date or which would otherwise violate the Bankruptcy Code) or (ii) as expressly contemplated by this Agreement, Seller shall operate the Facility in the ordinary course of business consistent with past practice, and Seller shall: (a) maintain the Facility in substantially its condition as of the Effective Date, reasonable wear and tear, and casualty and condemnation, excepted; (b) comply, in all material respects, with the Lease and all applicable laws; (c) keep in full force and effect insurance policies with substantially the same terms as existing policies; (d) not dispose of all or any of the Property except in the ordinary course of business; (e) retain any Guarantees in compliance with the terms and conditions of the Lease; and (f) not enter into, renew, extend, amend, modify or replace any other material contract with respect to the Property or any portion thereof, unless (I) such contract is terminable on not more than thirty (30) days' notice without payment of any fees, premium or penalty, (II) such contract will not be binding on Purchaser from and after the Closing, or (III) Purchaser consents thereto in writing (which consent shall not be unreasonably withheld or denied).

7.2 Voluntary Liens. Seller shall not create or cause to be created any voluntary lien against the Property without Purchaser's prior written consent (in Purchaser's sole discretion).

7.3 Litigation; Violations. Seller shall advise Purchaser promptly of Seller's receipt of written notice of any litigation, arbitration proceeding or administrative hearing (including without limitation condemnation) which involves the Property or any portion thereof or Seller's ability to consummate the Transaction as contemplated by this Agreement. Seller shall deliver copies to Purchaser, promptly after receipt, of any written notices of violations regarding the Property or any portion thereof received by Seller. Seller may not settle any claim or compromise any litigation or proceeding which would be binding upon the Property or any portion thereof or affect in any material respect the operations thereof, without Purchaser's prior written consent (which consent may be withheld in Purchaser's sole discretion).

7.4 Vacant Possession, Hosting Agreement. By not later than the expiration of the Removal Period, Seller shall take peaceful possession of the entire Property and remove all existing occupants, users, and equipment belonging to Seller thereat such that the Property is delivered to Purchaser in vacant and broom-clean condition with all subleases, hosting agreements and occupancy agreements (including, without limitation, the Agent Agreement, and the Energy Management Services Agreement) rejected in the Bankruptcy Case or terminated. The Seller shall terminate the Hosting Agreement as of on or before 30 days following Closing.

ARTICLE VIII CONDITIONS PRECEDENT TO CLOSING

8.1 Purchaser's Conditions to Closing. Without limiting any of the rights of Purchaser elsewhere provided for in this Agreement, Purchaser's obligation to consummate the Transaction shall be subject to and conditioned upon the satisfaction and fulfillment of the following conditions precedent on or prior to the Closing Date, *provided that* Purchaser may, at its sole option, waive any or all of these conditions, in whole or in part, in writing or as otherwise provided in this Agreement:

8.1.1 All of the documents required to be delivered by Seller to Purchaser at the Closing pursuant to Section 5.2 shall have been delivered;

8.1.2 Each of Seller's Representations shall be true and correct in all material respects as of the Scheduled Closing Date as though made on and as of the Closing Date (except for Seller's Representations, if any, specifically made as of another stated date, in which case such Seller's Representations shall be true and correct as of such earlier date); and

8.1.3 The Bankruptcy Court shall have entered the Sale Order.

8.2 Seller's Conditions to Closing. Without limiting any of the rights of Seller provided for elsewhere in this Agreement, Seller's obligation to close under this Agreement shall be subject to, and conditioned upon the satisfaction and fulfillment of the following conditions precedent on or prior to the Scheduled Closing Date, *provided that* Seller may, at its sole option, waive any or all of these conditions, in whole or in part, in writing or as otherwise provided in this Agreement:

8.2.1 All of the documents and funds required to be delivered by Purchaser to Seller at the Closing pursuant to Section 5.3 shall have been delivered;

8.2.2 Each of Purchaser's Representations shall be true and correct in all material respects as of the Closing Date as though made on and as of the Closing Date (except for Purchaser's Representations, if any, specifically made as of another stated date, in which case such Purchaser's Representations shall be true and correct as of such earlier date);

8.2.3 Purchaser shall have complied with, fulfilled and performed, in all material respects, each of the covenants to be complied with, fulfilled or performed by Purchaser hereunder on or prior to the Closing Date; and

8.2.4 The Bankruptcy Court shall have entered the Sale Order.

ARTICLE IX TERMINATION AND ABANDONMENT; CERTAIN PROCEDURES

9.1 Termination of this Agreement. This Agreement shall terminate if at any time prior to the Closing:

9.1.1 Seller and Purchaser mutually agree in writing to terminate this Agreement;

9.1.2 Seller gives written notice of termination to Purchaser in the event of the occurrence of a Purchaser Default;

9.1.3 Purchaser gives written notice of termination to Seller in the event of the occurrence of a Seller Default; or

9.1.4 Automatically in the event that a Competing Bid has been consummated following approval by the Bankruptcy Court.

9.2 Procedure Upon Termination. In the event this Agreement is terminated pursuant to Section 9.1, the Transaction shall be abandoned without further action by any of the parties.

ARTICLE X BANKRUPTCY COURT MATTERS

10.1 Auction. Purchaser and Seller acknowledge that, under the Bankruptcy Code, the sale of Property is subject to approval of the Bankruptcy Court. Purchaser and Seller acknowledge that to obtain such approval, Seller must demonstrate that it has taken reasonable steps to obtain the highest or best value possible for the Property, including giving notice of the transactions contemplated by this Agreement to creditors and other interested parties as ordered by the Bankruptcy Court, providing information about the Property to prospective bidders, entertaining higher or better offers from qualified bidders and, if necessary, conducting an Auction, which occurred on November 18, 2024, and selling the Property to another qualified bidder.

10.2 No Break-Up Fee. Purchaser shall not be entitled to any break-up fee.

10.3 Competing Transaction. This Agreement is subject to approval by the Bankruptcy Court and the consideration by Seller of higher or better competing bids submitted in accordance with the Bidding Procedures Order (each a “**Competing Bid**”). From the date hereof (and any prior time) and until the transaction contemplated by this Agreement is consummated, Seller is permitted to cause its representatives and Affiliates to initiate contact with, solicit or encourage submission of any inquiries, proposals or offers by, any Person (in addition to Purchaser and its Affiliates, agents and representatives) in connection with any sale or other disposition of the Property. In addition, Seller shall have the responsibility and obligation to respond to any inquiries or offers to purchase all or any part of the Property and perform any and all other acts related thereto which are required under the Bankruptcy Code or other applicable law, including, without limitation, supplying information relating to the business and the assets of Seller to prospective purchasers.

10.4 Back-Up Bidder. As a result of the Auction that was conducted on November 18, 2024, Purchaser was selected as the Successful Bidder and Riot Platforms, Inc. (and its designee) was selected the bidder having submitted the next highest or otherwise best bid at the conclusion of such Auction (the “**Back-Up Bidder**”). If Purchaser shall fail to close on its purchase of the Property as required under this Agreement or this Agreement is terminated, the Back-Up Bidder shall be deemed to be the Successful Bidder and the Seller will be permitted to consummate the transactions contemplated by the Back-Up Bidder’s bid.

10.5 Bankruptcy Court Filings. Purchaser agrees that it will promptly take such actions as are reasonably requested by Seller to assist in obtaining entry of the Sale and a finding of adequate assurance of future performance by Purchaser, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Purchaser under this Agreement and demonstrating that Purchaser is a “good faith” purchaser under Section 363(m) of the Bankruptcy Code. Purchaser shall not, without the prior written consent of Seller, file, join in, or otherwise support in any manner whatsoever any motion or other pleading challenging the sale

of the Property hereunder. In the event the entry of the Sale Order shall be appealed, Seller and Purchaser shall use their respective reasonable efforts to defend such appeal.

ARTICLE XI DEFAULTS AND REMEDIES

11.1 Purchaser Default. If, prior to the consummation of the Closing, Purchaser (a) defaults on its obligations hereunder to deliver to the Seller the documents and Purchase Price as required pursuant to the terms of Section 5.3 and consummate the Transaction on the Closing Date, or (b) defaults in any material respect on any of its other representations, warranties or obligations under this Agreement, and such default continues until the earlier of the Scheduled Closing Date and twenty (20) days after written notice from Seller (each, a “**Purchaser Default**”), then, at Seller’s election and as Seller’s exclusive remedy, Seller shall be entitled to the remedy set forth in this Section 11.1. Purchaser acknowledges that the closing of the sale of the Property to Purchaser, on the terms and conditions and within the time period set forth in this Agreement, is material to Seller. Purchaser also acknowledges that Seller will suffer substantial damages if such transaction is not so consummated due to Purchaser’s default under this Agreement. Purchaser further acknowledges that, as of the date of this Agreement, Seller’s damages would be extremely difficult or impossible to compute in light of the unpredictable state of the economy and of governmental regulations, the fluctuating market for real estate and cryptocurrency, and other factors which directly affect the value and marketability of the Property. In light of the foregoing and all of the other facts and circumstances surrounding this transaction, and following negotiations between the Parties, Purchaser and Seller agree that the amount of the Deposit represents a reasonable estimate of the damages which Seller would suffer by reason of a Purchaser Default hereunder. Accordingly, Purchaser and Seller hereby agree that, in the event that the Closing fails to occur due to a Purchaser Default, Seller’s sole remedy shall be to terminate this Agreement by giving notice to Purchaser and Escrow Agent and to retain the Deposit as liquidated damages in lieu of any other claim Seller may have in law or in equity (including, without limitation, specific performance) arising by reason of Purchaser’s Default. Such retention of the Deposit by Seller is intended to constitute liquidated damages to Seller and shall not be deemed to constitute a forfeiture or penalty. Notwithstanding the foregoing, nothing contained in this Section 11.1 shall be deemed to limit (a) Purchaser’s obligation to return or deliver to Seller the materials described in Section 3.6, (b) the Parties’ confidentiality obligations under Section 15.13, or (c) Purchaser’s indemnification obligations contained in this Agreement.

11.2 Seller Default. If, prior to the consummation of the Closing, Seller (a) defaults on its obligations hereunder to deliver to the Purchaser the documents as required pursuant to the terms of Section 5.2 and consummate the Transaction on the Closing Date, or (b) defaults in any material respect on any of its other representations, warranties or obligations under this Agreement, and such default continues until the earlier of the Scheduled Closing Date and twenty (20) days after written notice from Purchaser (each, a “**Seller Default**”), then, at Purchaser’s election and as Purchaser’s exclusive remedy, Purchaser may terminate this Agreement and receive the prompt return of the Deposit and seek damages up to the amount of the Deposit. SELLER AND PURCHASER ACKNOWLEDGE AND AGREE THAT THIS SECTION 11.2 IS INTENDED TO AND DOES LIMIT THE AMOUNT OF DAMAGES DUE PURCHASER AND THE REMEDIES AVAILABLE TO PURCHASER, AND SHALL BE PURCHASER’S EXCLUSIVE REMEDY AGAINST SELLER HEREUNDER AND BOTH AT

LAW AND IN EQUITY, ARISING FROM OR RELATED TO A BREACH BY SELLER COVERED BY THE FIRST SENTENCE OF THIS SECTION 11.2.

ARTICLE XII RISK OF CASUALTY

12.1 The provisions of this Article XII are subject to the Lease.

12.2 Casualty. In the event that any of the Property is damaged or destroyed by fire or other casualty prior to Closing, Seller shall promptly notify Purchaser of such damage or destruction. If the reasonably estimated cost of the Repairs with respect to such damage or destruction exceeds ten percent (10%) of the Purchase Price or the proceeds from the insurance policies maintained by Seller for the Property plus Seller's deductible under such policies are insufficient to cover the cost of repair and replacement, Purchaser may elect by written notice to Seller to terminate this Agreement, and neither party shall have any further obligation or liability to the other except with respect to those provisions of this Agreement which expressly survive a termination of this Agreement. Subject to such termination right, the parties shall consummate the Transaction in accordance with the terms of this Agreement for the Purchase Price, notwithstanding any such damage or destruction, in which case (a) Seller shall assign to Purchaser at Closing all of Seller's rights and obligations with respect to the insurance claims related to such damage or destruction, (b) Purchaser shall receive a credit against the Purchase Price at Closing for all insurance proceeds paid to Seller pertaining to such claim and for any deductible payable by Seller in connection therewith less the sum of (i) any out-of-pocket costs reasonably incurred by Seller in pursuing or collecting such claim and (ii) any amounts which may already have been spent by Seller for Repairs in accordance with Section 12.3. Seller shall not have the right to settle any claims related to any such damage or destruction without Purchaser's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

12.3 Repairs. To the extent that Seller elects to commence any Repairs with respect to any damage or destruction to the Property caused by fire or other casualty prior to Closing, then Seller shall be entitled to receive and apply available insurance proceeds to any portion of such Repairs completed or installed prior to Closing in accordance with this Section 12.3. To the extent that any Repairs have been commenced prior to Closing, then the Property Contracts shall include all construction and other contracts entered into by Seller in connection with such Repairs (the "**Construction Contracts**"). The Construction Contracts and all plans in connection with any Repairs must be approved by Purchaser, which approval shall not be unreasonably withheld. All Repairs undertaken by Seller pursuant to this Section 12.3 shall be performed in a first-class manner and in accordance with applicable law.

ARTICLE XIII EMINENT DOMAIN

In the event that, prior to Closing, any of the Property is acquired, or becomes subject to acquisition or a written threat of acquisition, by any governmental agency through the powers of eminent domain or transfer in lieu thereof (a "**Taking**"), Seller shall promptly notify Purchaser of such Taking. If such Taking would have a material adverse effect on the use, occupancy, accessibility or value of the Facility, Purchaser may elect by written notice to Seller to terminate

this Agreement, and neither party shall have any further obligation or liability to the other except with respect to those provisions of this Agreement which expressly survive a termination of this Agreement. Subject to such termination right, the parties shall consummate the Transaction in accordance with the terms of this Agreement for the Purchase Price and Purchaser shall have all rights to, and receive the full benefit of, any condemnation award. Seller shall not have the right to settle any claims related to a Taking without Purchaser's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. A Taking shall be deemed "material" if it involves the loss of a material portion of the Property, or materially impairs access to the Property.

ARTICLE XIV SURVIVAL PROVISIONS; LIMITATION ON LIABILITIES

14.1 Effective Date; Survival. All of the Seller's Representations and the Purchaser's Representations are made as of the Effective Date and shall be deemed remade as of the Closing Date pursuant to, and subject to, the Bring-Down Certificates of Seller and Purchaser, as applicable. All of the Seller's Representations and Purchaser's Representations shall survive Closing until the Outside Claim Date, it being agreed that none of the covenants or agreements contained in this Agreement shall survive the Closing except as otherwise expressly provided herein. Any claim by Seller or Purchaser with respect to any breach of the Seller's Representations or the Purchaser's Representations, respectively, shall be effective and valid only if made after Closing in writing (specifying in reasonable detail the nature of the claim and the factual and legal basis for any such claim, and the provisions of this Agreement upon which such claim is made) against the other party on or prior to the Outside Claim Date.

14.2 Limitation on Liability. Notwithstanding anything to the contrary contained herein (but subject to the next sentence), after the Closing: (a) the maximum aggregate liability of Seller, and the maximum aggregate amount which may be awarded to and collected by Purchaser, for any breach of any representation or warranty by Seller under this Agreement or any documents executed pursuant hereto, including, without limitation, the Lease Cancellation² (collectively, the "**Other Documents**"), shall under no circumstances whatsoever exceed two percent (2%) of the Purchase Price (the "**Seller Liability Cap**") and (b) no claim by Purchaser alleging a breach by Seller of any representation or warranty of Seller contained herein or in any of the Other Documents may be made, and Seller shall not be liable for any judgment in any action based upon any such claim, unless and until such claim, either alone or together with any other claims by Purchaser alleging a breach by Seller of any such representation or warranty is for an aggregate amount in excess of \$200,000 (the "**Seller Basket Amount**"), in which event Seller's liability respecting any final judgment concerning such claim or claims shall be for the entire amount thereof, subject to the limitation set forth in clause (a) above; *provided, however, that* if any such final judgment is for an amount that is less than or equal to the Seller Basket Amount, then Seller shall have no liability with respect thereto. The prorrations under Section 5.4, the covenants of Seller in this Agreement and Voluntary Lien Damages are not governed by this Section 14.2 and are not included in the computation of the limitations of liability set forth in this Section 14.2. Until Seller no longer has any liability to Purchaser under this Article XII, but not otherwise, Seller shall remain in existence as a legal entity and covenants and agrees, following Closing, to retain capital, or access to capital, in the amount necessary to perform its

obligations under this Article XIII, *provided* that after the Outside Claim Date, the amount may be reduced to an amount sufficient to satisfy all outstanding claims. Notwithstanding the foregoing, Seller shall have no liability based on matters disclosed to Purchaser in any of the Due Diligence Materials provided to Purchaser. In no event shall Seller be liable for any indirect or consequential damages on account of Seller's breach of any representation or warranty contained in this Agreement. Additionally, if Purchaser becomes aware prior to the Closing that any representation or warranty hereunder is untrue, or any covenant or condition to Closing hereunder has not been fulfilled or satisfied (if not otherwise waived by Purchaser), and Purchaser nonetheless proceeds to close its purchase of the Property, then Purchaser shall be deemed to have irrevocably and absolutely waived, relinquished and released all rights and claims against Seller for any damage or other loss arising out of or resulting from such untrue representation or warranty or such unfulfilled or unsatisfied covenant or condition.

14.3 Reserved.

14.4 Tax Treatment. For all tax purposes, the parties agree to treat payments made pursuant to this Article XIII as an adjustment to the Purchase Price to the extent permitted by applicable law.

14.5 Manner of Payment. Any payments by Seller or Purchaser pursuant to this Article XIII shall be effected by wire transfer of immediately available funds to the accounts designated by the other party, within five (5) days after the final agreed determination of the amount due such party.

14.6 Brokerage. Seller and Purchaser each represents and warrants to the other that it has not dealt with or utilized the services of any real estate broker, salesperson or finder in connection with this Agreement, other than B. Riley Financial, Inc. ("**Seller's Advisor**") which represented Seller in connection with this Agreement. Seller shall be responsible for the payment of any fees or commissions due to Seller's Advisor in connection with this Agreement pursuant to a separate written agreement. Each party agrees to indemnify, hold harmless, and, if requested in the sole and absolute discretion of the indemnitee, defend (with counsel approved by the indemnitee) the other party from and against any breach of the terms of this Section 14.6 and any Damages relating to brokerage commissions and finder's fees arising from or attributable to the acts or omissions of the indemnifying party.

ARTICLE XV MISCELLANEOUS

15.1 Binding Effect of Agreement. This Agreement shall not be binding on either party until executed by both Purchaser and Seller. Subject to Section 15.3, this Agreement shall be binding upon and inure to the benefit of Seller and Purchaser, and their respective successors and permitted assigns.

15.2 Exhibits; Schedules; Annexes. All Exhibits, Schedules and Annexes, whether or not annexed hereto, are a part of this Agreement for all purposes.

15.3 Assignability. This Agreement is not assignable by either party without first obtaining the prior written approval of the other party. Notwithstanding the foregoing, Purchaser may assign this Agreement, without first obtaining the prior written approval of Seller, to an

Affiliate of Purchaser so long as Purchaser shall not be released from its liability hereunder and Purchaser provides written notice to Seller of any such proposed assignment not later than three (3) Business Days prior to the Closing Date. Without limiting and notwithstanding the above, in no event shall Purchaser have the right to assign its rights or obligations hereunder to any party which could not make the representation and warranty contained in Section 6.4.3 and Section 6.4.4, and in connection with any assignment pursuant to the terms hereof, the assignee shall reconfirm in a written instrument acceptable to Seller and delivered to Seller prior to the effective date of the assignment that said representations and warranties and that all other terms and conditions of this Agreement apply to such assignee.

15.4 Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

15.5 Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include any other gender where appropriate.

15.6 Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be (a) personally delivered; (b) sent by a nationally recognized overnight delivery service; (c) sent by certified or registered mail, return receipt requested; or (d) sent by electronic delivery. All notices shall be deemed effective when actually delivered; *provided, however, that* if the notice was sent by overnight courier or mail as aforesaid and is affirmatively refused or cannot be delivered during customary business hours by reason of a change of address with respect to which the addressor did not have either knowledge or written notice delivered in accordance with this paragraph, then the first attempted delivery shall be deemed to constitute delivery. Each party shall be entitled to change its address for notices from time to time by delivering to the other party notice thereof in the manner herein provided for the delivery of notices. All notices shall be sent to the addressee at its address set forth following its name below:

To Purchaser:

Temple Green Data LLC
ATTN: Sebastian Kurian
1700 Westlake Avenue N. Suite 200
Seattle, WA 98177
Email: skurian@rowan.digital

and to:

Jennifer F. Wertz
Beau H. Butler
100 Congress Avenue, Suite 1100
Austin, TX 78701
Email: jwertz@jw.com
bbutler@jw.com

To Seller:

Rhodium Renewables LLC
2617 Bissonnet Street, Ste 234
Houston, TX 77005
Attention: Charles Topping and Morgan Soule

Email: chucktopping@RHDM.com;
morgansoule@rhdm.com

with a copy to:

Quinn Emanuel Urquhart & Sullivan, LLP
700 Louisiana Street, Suite 3900
Houston, TX 77002
Attention: Patty Tomasco
Email: pattytomasco@quinnemanuel.com

and

Quinn Emanuel Urquhart & Sullivan, LLP
51 Madison Avenue, 22nd Floor
New York, NY 10010
Attention: Daniel Holzman
Email: danielholzman@quinnemanuel.com

15.7 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas (including its statute of limitations), without giving effect to any principles regarding conflict of laws to the extent such principles would require or permit the application of the laws of another jurisdiction. Each of Purchaser and Seller shall submit to the exclusive jurisdiction of the Bankruptcy Court (without limiting any party's right to appeal any order of the Bankruptcy Court) to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court; *provided, however*, that if the Bankruptcy Case has closed, the parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the state courts of Texas and to the jurisdiction of the United States District Court for the Southern District of Texas for the purposes of each and every suit, action or other proceeding arising out of or based upon this Agreement or the subject matter hereof brought by the parties, it being expressly understood and agreed that this consent to jurisdiction shall be self-operative and no further instrument or action, other than service of process in one of the manners specified in this Agreement or as otherwise permitted by such law, shall be necessary in order to confer jurisdiction upon a party in any such court. Each of Purchaser and Seller shall waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any suit, action or proceeding brought in any such court, any claim that either Purchaser or Seller is not subject personally to the jurisdiction of the above-named courts, that Purchaser's or Seller's property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court, and further agrees to waive, to the fullest extent permitted under applicable law, the benefit of any defense that would hinder, fetter or delay the levy, execution or collection of any amount to which Seller, Purchaser or their successors or permitted assigns are entitled pursuant to the final judgment of any court having jurisdiction.

15.8 Entire Agreement. This Agreement embodies the entire agreement between the parties hereto concerning the subject matter hereof and supersedes all prior conversations, proposals, negotiations, understandings and contracts, whether written or oral.

15.9 Amendments. This Agreement shall not be amended, altered, changed, modified, supplemented or rescinded in any manner except by a written contract executed by all of the parties hereto.

15.10 Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and (b) the parties shall endeavor in good-faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

15.11 Multiple Counterparts/Facsimile Signatures. This Agreement may be executed in a number of identical counterparts. This Agreement may be executed and/or delivered electronically, and such electronic execution and/or delivery shall be binding on the parties hereto.

15.12 Construction. No provision of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, being represented by counsel, having fully participated in the negotiation of this instrument.

15.13 Confidentiality/Press Releases.

(a) Subject to the further provisions of this Section 15.13, each party hereto agrees that all non-public information received from the other party or its Affiliates and relating to the other party or its Affiliates, shall be, and be kept, confidential, and shall not be disclosed to any other Person, except for disclosure (I) with the other party's consent, (II) by any party to such party's Affiliates; *provided* that such Affiliates are bound to a similar duty of confidentiality (it being agreed that such party shall be responsible and liable to the other party for any breach of this Section 15.13 by its Affiliates), (III) by any party to any directors, officers, employees, consultants, advisors, actual or potential investors or lenders, of such party or its Affiliates, who agree to hold confidential such information substantially in accordance with the terms of this Section 15.13 or who are otherwise bound by a duty of confidentiality to such party or its Affiliates, (IV) as required by legal requirements, or by any regulations or securities exchange listing rules applicable to such party or its Affiliates (*provided that* (A) prior to disclosing such confidential information, such disclosing party shall notify the other party thereof, which notice shall include the basis upon which such disclosing party believes the information is required to be disclosed, and (B) such disclosing party shall, if requested by the other party and to the extent practicable, reasonably cooperate with the other party to protect the continued confidentiality thereof), (V) in the case of a proceeding to resolve a dispute between the parties. Nothing herein shall prohibit Purchaser from disclosing information concerning the Property from and after the Closing; (VI) unless, in the sole judgment of Purchaser or Seller, disclosure is otherwise required by applicable law or by the Bankruptcy Court with respect to filings to be made with the

Bankruptcy Court in connection with this Agreement or by the applicable rules of any stock exchange on which Purchaser or Seller lists securities,

(b) All publicity concerning the Transaction shall be jointly planned, coordinated, approved and released by Seller and Purchaser; *provided, however*, that nothing herein shall prohibit either party from making any press release or disclosure as may be permitted pursuant to Section 15.13(a).

(c) The confidentiality obligations set forth in this Section 15.13 shall survive for a period of two (2) years following the earlier to occur of (i) the Closing, (ii) the earlier termination of this Agreement, and (iii) the termination or dissolution of Seller's existence; *provided, however*, that with respect to any trade secret, such confidentiality obligations shall survive so long as such trade secret remains a trade secret.

15.14 Time of the Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement and any aspect hereof.

15.15 Waiver. No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing and all waivers must be in writing and signed by the waiving party.

15.16 Time Periods. Should the last day of a time period contemplated by this Agreement fall on a day other than a Business Day, the next Business Day thereafter shall be considered the end of the time period.

15.17 Limitation on Personal Liability. The obligations of Seller and Purchaser under this Agreement and under all of the Other Documents are intended to be binding only on the property of such party and shall not be personally binding upon, nor shall any resort be had to, the private properties of any Seller Related Parties or any Purchaser Related Parties. Each party acknowledges that such party's obligations with respect to any covenant, indemnity, representation or warranty under this Agreement which expressly survives the Closing shall be considered a "liability" for purposes of any distribution limitation imposed under organizational laws applicable to such party, its partners, members or shareholders and/or their respective partners, members or shareholders.

15.18 Relationship of Parties. Purchaser and Seller acknowledge and agree that the relationship established between the parties pursuant to this Agreement is only that of a seller and a purchaser of property. Neither Purchaser nor Seller is, nor shall either hold itself out to be, the agent, employee, joint venturer or partner of the other party.

15.19 Survival. The provisions of Section 3.5, Section 5.4, Article XIV, Article XIV, and this Article XV shall survive the Closing.

15.20 Drafts Not an Offer to Enter into a Legally Binding Contract. The parties hereto agree that the submission of a draft of this Agreement by one party to another is not intended by either party to be an offer to enter into a legally binding contract with respect to the

purchase and sale of the Property. Subject to Bankruptcy Court approval, the parties shall be legally bound with respect to the purchase and sale of the Property pursuant to the terms of this Agreement only if and when both Seller and Purchaser have fully executed and delivered to each other a counterpart of this Agreement.

15.21 No Partnership. The relationship of the parties hereto is solely that of Seller and Purchaser with respect to the Property and no joint venture or other partnership exists between the parties hereto. Neither party has any fiduciary relationship hereunder to the other.

15.22 No Third-Party Beneficiary. The provisions of this Agreement are not intended to benefit any third parties.

15.23 WAIVER OF JURY TRIAL. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

[Remainder of Page Intentionally Left Blank]

NOW, THEREFORE, the parties hereto have executed this Agreement as of the Effective Date.

Seller:

RHODIUM RENEWABLES LLC,
a Delaware limited liability company

By: _____
Name:
Title:

Purchaser:

Temple Green Data LLC,
a Delaware limited liability company

By: _____

Name:

Title: Authorized Signatory

EXHIBIT A

DESCRIPTION OF THE LAND

32.403 ACRES OR 1,411,491 SQUARE FEET

BEING A TRACT OF LAND LOCATED IN THE MAXIMO MORENO SURVEY, ABSTRACT NO. 14, AND BEING A PART OF A CALLED 158.22 ACRE TRACT OF LAND TO KATHLEEN E. COBURN AND DONALD COBURN DESCRIBED IN GENERAL WARRANTY DEED DATED FEBRUARY 10, 2010 OF RECORD IN DOCUMENT NO. 2011-00008340, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS, BEING ALSO PART OF FIRST TRACT, SECOND TRACT AND THIRD TRACT DESCRIBED IN A DEED TO MAGGIE ETHEL MANLEY, MORRIS JAMES MANLEY AND DOROTHY MARIE MANLEY OF RECORD IN VOLUME 720, PAGE 184, DEED RECORDS, BELL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH CAP STAMPED "RON CARROLL 2025" FOUND AT THE MOST NORTHERLY NORTHWEST CORNER OF SAID 158.22 ACRE TRACT, SAME BEING AN INTERIOR SOUTH CORNER OF A CALLED 50 ACRE TRACT OF LAND TO JOE R. MOORE AND KEITH ALLEN MOORE, DESCRIBED IN A DEED DATED OCTOBER 26, 2011 AND RECORDED IN DOCUMENT NO. 2011-00036961, OFFICIAL PUBLIC RECORDS, BELL COUNTY, TEXAS, SAID POINT OF BEGINNING HAVING GRID COORDINATES X:3,246,145.82', Y:10,362,573.18';

THENCE WITH THE NORTH LINE OF SAID 158.22 ACRE TRACT, SAME BEING THE SOUTH LINE OF SAID 50 ACRE TRACT, SOUTH 73°30'53" EAST, A DISTANCE OF 1105.67 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "RON CARROLL 2025" FOUND AT THE NORTHEAST CORNER OF SAID 158.22 ACRE TRACT, SAME BEING ON THE SOUTH LINE OF SAID 50 ACRE TRACT AND THE WEST MARGIN OF BOB WHITE ROAD;

THENCE WITH THE EAST LINE OF SAID 158.22 ACRE TRACT, SAME BEING THE WEST MARGIN OF BOB WHITE ROAD, SOUTH 04°11'28" WEST, A DISTANCE OF 1457.44 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "SAM" SET FOR THE SOUTHEAST CORNER OF THIS 32.403 ACRE TRACT DESCRIBED HEREIN, FROM WHICH A 5/8" IRON ROD WITH CAP STAMPED "RON CARROLL 2025" FOUND AT AN ANGLE POINT IN THE EAST LINE OF SAID 158.22 ACRE TRACT, SAME BEING THE WEST MARGIN OF BOB WHITE ROAD, BEARS SOUTH 04°11'28" WEST, A DISTANCE OF 755.46 FEET;

THENCE OVER AND ACROSS SAID 158.22 ACRE TRACT, NORTH 73°39'29" WEST, A DISTANCE OF 1032.96 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "SAM" SET FOR THE SOUTHWEST CORNER OF THIS 32.403 ACRE TRACT DESCRIBED HEREIN;

THENCE NORTH 16°34'27" EAST, AT 62.75 FEET PASS A 5/8" IRON ROD WITH CAP STAMPED "ACS" FOUND AT AN ELL CORNER OF SAID 158.22 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A CALLED 45 ACRE TRACT OF LAND TO

WILLIAM K. PAYNE, IN A DEED DATED JUNE 21, 1995 RECORDED IN VOLUME 3356, PAGE 104, AND DESCRIBED IN VOLUME 915, PAGE 572, DEED RECORDS, BELL COUNTY, TEXAS, AND CONTINUING WITH A WEST LINE OF SAID 158.22 ACRE TRACT, SAME BEING THE EAST LINE OF SAID 45 ACRE TRACT, FOR A TOTAL DISTANCE OF 999.70 FEET TO A 3/8" IRON ROD (NO CAP) FOUND AT AN INTERIOR CORNER OF SAID 158.22 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 45 ACRE TRACT;

THENCE WITH A SOUTH LINE OF SAID 158.22 ACRE TRACT, SAME BEING THE NORTH LINE OF SAID 45 ACRE TRACT, NORTH 72°21'04" WEST, A DISTANCE OF 381.44 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "RON CARROLL 2025" FOUND AT A SOUTHWEST CORNER OF SAID 158.22 ACRE TRACT, SAME BEING A SOUTHEAST CORNER OF SAID 50 ACRE TRACT;

THENCE WITH A WEST LINE OF SAID 158.22 ACRE TRACT, SAME BEING AN EAST LINE OF SAID 50 ACRE TRACT, NORTH 16°02'32" EAST, A DISTANCE OF 419.17 FEET TO THE POINT OF BEGINNING OF THE TRACT DESCRIBED HEREIN, CONTAINING 32.403 ACRES OF LAND, MORE OR LESS.

EXHIBIT B

FORM OF LEASE CANCELLATION

EXHIBIT C

FORM OF BRING-DOWN CERTIFICATE

BRING-DOWN CERTIFICATE

[RHODIUM RENEWABLES LLC, a Delaware limited liability company (“**Seller**”)][TEMPLE GREEN DATA LLC, a Delaware limited liability company (“**Purchaser**”)], has entered into a certain Purchase and Sale Agreement dated as of November [___], 2024 (as amended or modified, the “**Agreement**”), [TEMPLE GREEN DATA LLC, a Delaware limited liability company (“**Purchaser**”)][RHODIUM RENEWABLES LLC, a Delaware limited liability company (“**Seller**”)].

Pursuant to [Section 5.2.2][Section 5.3.4] of the Agreement, [Seller][Purchaser] hereby certifies to [Purchaser][Seller] that each of the representations and warranties made by [Seller][Purchaser] in the Agreement is correct in all material respects as of the Closing Date, except as the same may be modified pursuant to the terms and provisions of the Agreement.

[RHODIUM RENEWABLES LLC, a Delaware limited liability company][[TEMPLE GREEN DATA LLC], a [Delaware limited liability company]

By: _____
Name: _____
Title: _____

EXHIBIT D

FORM OF CERTIFICATION OF NON-FOREIGN STATUS

FIRPTA AFFIDAVIT

Date: [_____]

Section 1445 of the Internal Revenue Code of 1986, as amended (the “**Code**”), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445 of the Code), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform Temple Green Data LLC, a Delaware limited liability company (“**Transferee**”), that withholding of tax is not required upon the disposition of a U.S. real property interest by Rhodium Renewables LLC, a Delaware limited liability company, the Rhodium Technologies LLC (“**Transferor’s Parent**”) hereby certifies the following to Transferee:

1. Transferor’s Parent is not a foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of the Code and the Income Tax Regulations promulgated thereunder.

2. Transferor’s Parent is not a disregarded entity as defined in Section §1.1445-2(b)(2)(iii) of the Code and the Income Tax Regulations promulgated thereunder.

3. Transferor’s Parent U.S. employer identification number is [_____].

4. Transferor’s Parent’s principal address is [_____].

5. Transferor’s Parent understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, the undersigned declares that the undersigned has examined this certification and to the best of the undersigned’s knowledge and belief it is true, correct and complete. The undersigned further declares that the undersigned has the authority to sign this document on behalf of Transferor’s Parent.

TRANSFEROR'S PARENT:

Rhodium Technologies LLC,
a [_____]

By: _____

Name:

Title:

ANNEX 1

DEFINED TERMS

“**Affiliate**” means, with respect to any Person, any other Person which Controls, is Controlled by or is under common Control with the first Person.

“**Agent Agreement**” means that certain Agent Agreement, dated October 27, 2022, by and between MP2, as supplier or seller, Seller, as agent, and Landlord, as customer.

“**Agreement**” has the meaning set forth in the introductory paragraph.

“**Auction**” means the bankruptcy auction of the Seller’s assets, as may be conducted by the Seller pursuant to the Bidding Procedures Order and the Bankruptcy Code.

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

“**Bankruptcy Code**” has the meaning set forth in the Recitals.

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

“**Bankruptcy Rule**” or “**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure.

“**Back-Up Bidder**” has the meaning set forth in Section 10.4.

“**Bidding Procedures Hearing**” means the hearing of the Bankruptcy Court to consider entry of the Bidding Procedures Order.

“**Bidding Procedures Order**” means the order of the Bankruptcy Court entered on September 24, 2024 [Document 187].

“**Bring-Down Certificate**” has the meaning set forth in Section 5.2.2.

“**BTC Miners**” means the 4,895 units of M60S datamining equipment acquired by Seller pursuant to that certain Sales Contract, dated December 23, 2023, by and between Seller, as buyer, and Coolmine Hongkong Limited, as seller.

“**Business Day**” means any day other than a Saturday or Sunday, a federal holiday or a legal holiday in the State of Texas or New York.

“**Closing**” means the consummation of the purchase and sale and related transactions contemplated by this Agreement in accordance with the terms and conditions of this Agreement.

“**Closing Date**” has the meaning set forth in Section 5.1.

“**Closing Statement**” has the meaning set forth in Section 5.2.3.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

“**Competing Bid**” has the meaning set forth in Section 10.3.

“**Confidentiality Agreement**” means that certain Confidentiality Agreement dated as of November 1, 2024, by and between Rhodium Enterprises, Inc. and Rowan Green Data LLC.

“**Construction Contracts**” has the meaning set forth in Section 12.3.

“**Control**” means, as applied to any Person, the possession, directly or indirectly, of the power to direct the management and policies of that Person, whether through ownership, voting control, by contract or otherwise.

“**Damages**” means all actions, suits, proceedings, governmental investigations, injunctions, demands, charges, claims, judgments, awards, orders, decrees, rulings, damages, dues, penalties, fines, costs, amounts paid in settlement, liabilities, obligations, taxes, liens, losses, fees and expenses (including court costs and reasonable and documented out-of-pocket attorneys’ and accountants’ fees and expenses); *provided, however*, that Damages will not include punitive, consequential, special or indirect damages, except to the extent that such damages are payable to a third party in a third-party claim.

“**Due Diligence Materials**” has the meaning set forth in Section 3.1.

“**Effective Date**” has the meaning set forth in the introductory paragraph.

“**Escrow Agent**” means Verita Global.³

“**Energy Management Services Agreement**” means that certain Energy Management Services Agreement, effective as of December 20, 2022, by and between Seller, as customer, and MP2, as energy manager.

“**Environmental Laws**” means the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. Sections 9601 et seq., the Clean Water Act, 33 U.S.C. Section 1251 et seq., the Toxic Substances Control Act, the Clean Air Act, 42 U.S.C. Section 7401 et seq., the Safe Drinking Water Act, 42 U.S.C. Section 300(f) et seq., and all other federal, state, county, municipal or administrative ordinances, rules, regulations, judgments and orders relating or pertaining to (a) the protection, preservation or reclamation of the environment or natural resources or (b) the management, release or threatened release of or exposure to Hazardous Materials.

“**Excluded Assets**” means (i) receivables, (ii) Permits that are nontransferable under applicable law, (iii) cash or other funds, whether in petty cash or house “banks,” or on deposit in bank accounts or in transit for deposit, (iv) refunds, rebates or other claims, or any interest thereon, for periods or events occurring prior to the Closing Date, (v) utility and other deposits, including the Security Deposit and any other deposits made by Seller pursuant the Lease,

³ [NTD: Rowan considering.]

(vi) insurance or other prepaid items, (vii) Seller's proprietary books and records, (viii) Intellectual Property Assets, (ix) Licensed Intellectual Property, and (x) Personal Property.

"Excluded Materials" has the meaning set forth in Section 3.1.

"Facility" has the meaning set forth in the Recitals.

"Final Order" means an order of the Bankruptcy Court or other court of competent jurisdiction as to which the time to file an appeal, a motion for rehearing or reconsideration or a petition for writ of certiorari has expired and no such appeal, motion or petition is pending or, if an appeal, motion or petition is pending, for which order no stay shall have been entered by the Bankruptcy Court or such other court of competent jurisdiction, *provided* that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure or any comparable rule of the Bankruptcy Rules may be filed related to such order shall not cause an order not be a Final Order so long as no such appeal is pending.

"Fixtures" means other than Personal Property, all physical property that is permanently attached to the Facility and is unable to be removed.

"Guarantees" means all collateral, deposits, letters of credit, guarantees, pledges, equity interests and any other credit support associated with, or provided by Seller or any of its Affiliates in connection with, the Lease or the Property.

"Hazardous Materials" means any and all substances, wastes, materials, pollutants, contaminants, compounds, chemicals or elements which are defined or classified as a "hazardous substance," "hazardous material," "toxic substance," "hazardous waste," "pollutant," "contaminant" or words of similar import under any Environmental Law, including without limitation all dibenzodioxins and dibenzofurans, polychlorinated biphenyls (PCBs), petroleum hydrocarbon, including without limitation crude oil or any derivative thereof, asbestos-containing materials in any form, and radon gas.

"Hosting Services Agreement" means that certain Hosting Services Agreement, effective as of September 12, 2023, between Seller, as host, and TX 3 Mining, as client.

"Improvements" means, other than Seller's Personal Property, all of Seller's right, title and interest in and to all buildings and other improvements located on the Land (including the Facility), including all fixtures, electrical, heating, ventilating, air conditioning, plumbing, security, fire suppression and other mechanical systems.

"Inspection Period" means the date ending one (1) Business Day prior to the date of the Auction.

"Inspections" has the meaning set forth in Section 3.2.

"Intellectual Property" means any and all rights in, arising out of, or associated with any of the following in any jurisdiction throughout the world: (a) issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the foregoing, and other governmental authority-issued indicia of invention ownership

(including certificates of invention, petty patents, and patent utility models) (“**Patents**”); (b) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing (“**Trademarks**”); (c) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing (“**Copyrights**”); (d) internet domain names and social media account or user names (including “handles”), whether or not Trademarks, all associated web addresses, URLs, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto, whether or not Copyrights; (e) mask works, and all registrations, applications for registration, and renewals thereof; (f) industrial designs, and all Patents, registrations, applications for registration, and renewals thereof; (g) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein (“**Trade Secrets**”); (h) computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof (“**Software**”); and (i) all other intellectual or industrial property and proprietary rights.

“**Intellectual Property Agreements**” means all licenses, sublicenses, consent to use agreements, settlements, coexistence agreements, covenants not to sue, waivers, releases, permissions and other agreements, whether written or oral, relating to any Intellectual Property Assets or Licensed Intellectual Property.

“**Intellectual Property Assets**” means all Intellectual Property that is owned by Seller, together with all (i) royalties, fees, income, payments, and other proceeds now or hereafter due or payable to Seller with respect to such Intellectual Property; and (ii) claims and causes of action with respect to such Intellectual Property, whether accruing before, on, or after the date hereof/accruing on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation thereof.

“**Land**” has the meaning set forth in the Recitals.

“**Landlord**” has the meaning set forth in the Recitals.

“**Lease**” has the meaning set forth in the Recitals.

“**Lease Cancellation**” has the meaning set forth in Section 5.2.1.

“**Leasehold Estate**” means all of Seller’s right, title and interest, in, to and under the Lease.

“**Licensed Intellectual Property**” means all Intellectual Property in which Seller holds any rights or interests granted by other Persons, including any of Seller's Affiliates.

“**MESA**” means that certain Master Energy Sales Agreement, effective as of October 27, 2022, by and between Temple Green Data LLC, by its agent Rhodium Renewables LLC, and MP2.

“**MP2**” means MP2 Energy LLC, a Texas limited liability company and Shell Energy North America Subsidiary.

“**Other Documents**” has the meaning set forth in Section 14.2.

“**Outside Claim Date**” has the meaning set forth in Section 6.5.

“**Permits**” means all licenses, permits and authorizations granted by any applicable governmental authority having jurisdiction over the Property owned by Seller and required in order to own and operate the Property.

“**Person**” means any individual, corporation, proprietorship, firm, partnership, limited partnership, limited liability company, trust, association, governmental authority or other entity.

“**Personal Property**” means personal property of Seller, including all servers, racks, liquid cooling systems, cable, wiring, connecting lines, fiber optic lines and communications equipment, and other installations, equipment, systems or property installed or placed by, for, through, under or on behalf of Seller anywhere in the Facility, including, the power distribution units, low voltage transformers, and onboard electrical infrastructure for coolers and pumps, but not including any equipment or property owned, leased or licensed by Landlord.

“**Petition Date**” has the meaning set forth in the Recitals.

“**Prohibited Person**” means any of the following: (a) a Person that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (the “**Executive Order**”); (b) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a Person that is named as a “specially designated national” or “blocked person” on the most current list published by the U.S. Treasury Department’s Office of Foreign Assets Control (“**OFAC**”) at its official website, <http://www.treas.gov/offices/enforcement/ofac>; (d) a Person that is otherwise the target of any economic sanctions program currently administered by OFAC; or (e) a Person that is affiliated with any Person identified in clause (a), (b), (c) and/or (d) above.

“**Property**” means (a) the Leasehold Estate and all rights of Seller, if any, in and to all of the easements, rights, privileges, and appurtenances belonging or in any way appertaining to the Land and Improvements and (b) the Lease and the Fixtures, but specifically excluding the Excluded Assets. For purposes of clarity, the Property does not include the Intellectual Property Assets or any Licensed Intellectual Property.

“**Purchase Price**” has the meaning set forth in Section 2.2.

“**Purchaser**” has the meaning set forth in the introductory paragraph.

“Purchaser Consultants” means Purchaser’s agents, employees and third-party service providers retained by Purchaser to perform due diligence activities during the Inspection Period.

“Purchaser Default” has the meaning set forth in Section 11.1.

“Purchaser Knowledge Individual” has the meaning set forth in Section 6.4.

“Purchaser’s Knowledge” has the meaning set forth in Section 6.4.

“Purchaser Related Parties” shall mean Purchaser’s Affiliates, Purchaser’s investment advisors, partners, trustees, beneficiaries, shareholders, members, managers, directors, officers, employees and agents and representatives of each of them, and their respective heirs, successors, personal representatives and assigns.

“Purchaser’s Representations” means the representations set forth in Section 6.4.

“Removal Period” means the representations set forth in Section 5.6.

“Repairs” means restoration and/or replacement of all or any portion of the Facility and the Property.

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

“Sale Order” shall be an order or orders of the Bankruptcy Court in form and substance reasonably acceptable to Purchaser and Seller approving this Agreement and all of the terms and conditions hereof, and approving and authorizing Seller to consummate the transactions contemplated hereby. Without limiting the generality of the foregoing, such order shall find and provide, among other things, that (i) the Property sold to Purchaser pursuant to this Agreement shall be transferred to Purchaser free and clear of all liens (other than liens created by Purchaser and permitted exceptions) and claims, such liens and claims to attach to the Purchase Price; (ii) Purchaser has acted in “good faith” within the meaning of Section 363(m) of the Bankruptcy Code; (iii) this Agreement was negotiated, proposed and entered into by the parties without collusion, in good faith and from arm’s length bargaining positions; (iv) the Bankruptcy Court shall retain jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement, or the breach hereof as provided in Section 15.7 hereof; (v) this Agreement and the transactions contemplated hereby may be specifically enforced against and binding upon, and not subject to rejection or avoidance by, Seller or any chapter 7 or chapter 11 trustee of Seller; and (vi) the Back-Up Bidder chosen at the Auction and the purchase and sale agreement submitted by such Back-Up Bidder is approved.

“Security Deposit” has the meaning set forth in Section 5.3.2.

“Scheduled Closing Date” has the meaning set forth in Section 5.1.

“Seller” has the meaning set forth in the introductory paragraph.

“Seller Basket Amount” has the meaning set forth in Section 14.2.

“Seller Default” has the meaning set forth in Section 11.2.

“Seller Knowledge Individuals” has the meaning set forth in Section 6.3.2.

“Seller Liability Cap” has the meaning set forth in Section 14.2.

“Seller’s Advisor” has the meaning set forth in Section 14.6.

“Seller’s Knowledge” has the meaning set forth in Section 6.3.2.

“Seller Related Parties” shall mean Seller’s Affiliates, Seller’s investment advisor, partners, trustees, beneficiaries, shareholders, members, managers, directors, officers, employees and agents and representatives of each of them, and their respective heirs, successors, personal representatives and assigns.

“Seller’s Representations” has the meaning set forth in Section 6.1.

“Successful Bidder” means the bidder who shall have submitted the highest or otherwise best bid at the conclusion of the Auction in accordance with the bidding procedures and Bidding Procedures Order.

“Taking” has the meaning set forth in Article XIII.

“ Terminating Agreements” means (i) the Guaranty, effective as of August 31, 2021, made and entered into by Rhodium Technologies LLC to and for the benefit of Temple Green Data, LLC and (ii) the Pledge Agreement, dated as of August 31, 2021, executed by Rhodium Technologies LLC in favor of Temple Green Data, LLC.

“to Purchaser’s Knowledge” has the meaning set forth in Section 6.4.5.

“to Seller’s Knowledge” has the meaning set forth in Section 6.3.2.

“Transaction” means the transactions contemplated by the terms of this Agreement.

“Transmission/Substation Facility Extension Agreement” means that certain Transmission/Substation Facility Extension Agreement, effective as of February 3, 2022, by and between Landlord, as customer, and Oncor Electric Delivery Company LLC, as the company.

“TX 3 Mining” means TX 3 Mining LLC, a Delaware limited liability company.

SCHEDULE 6.1.3

PROCEEDINGS

Midas Green Technologies, LLC v. Rhodium Enterprises, Inc., Rhodium Technologies LLC, Rhodium 10MW LLC, Rhodium 2.0 LLC, Rhodium 30MW LLC, Rhodium Encore LLC, Rhodium Renewables LLC , Rhodium Renewables Sub LLC, and Rhodium Ready Ventures LLC, Civil Action Number 6:22-CV-00050-ADA (filed in the U.S. District Court for the Western District of Texas)

SCHEDULE 6.1.6

VIOLATIONS

SCHEDULE 6.1.7

LEASE⁴

⁴ [NTD: include side letter and amendment]