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Proposed Counsel for the Debtors

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

In re: GROFF TRACTOR MID ATLANTIC, LLC, et al. Debtors.¹	§ Chapter 11 § § Case No. 25-90010 § § (Jointly Administered) § § §
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DEBTORS' EMERGENCY MOTION FOR ENTRY OF A PROTECTIVE ORDER

EMERGENCY RELIEF HAS BEEN REQUESTED. RELIEF IS REQUESTED NOT LATER THAN 1:30 P.M. ON NOVEMBER 25, 2025.

IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST APPEAR AT THE HEARING (IF ONE IS SET) OR FILE A WRITTEN RESPONSE PRIOR TO THE EARLIER OF (A) THE START OF THE HEARING (IF ONE IS SET) AND (B) THE DATE BY WHICH THE RELIEF IS REQUESTED (PER THE PRECEDING PARAGRAPH). OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED. IF A RESPONSE IS FILED, YOU MUST FILE YOUR RESPONSE ELECTRONICALLY AT [HTTPS://ECF.TXNB.USCOURTS.GOV/](https://ecf.txnb.uscourts.gov/) PRIOR TO THE EARLIER OF (A) THE START OF THE HEARING (IF ONE IS SET) AND (B) THE DATE BY WHICH THE RELIEF IS REQUESTED (PER THE PRECEDING PARAGRAPH). IF YOU DO NOT HAVE ELECTRONIC FILING PRIVILEGES, YOU MUST FILE A WRITTEN OBJECTION THAT IS ACTUALLY RECEIVED BY THE CLERK AND FILED ON THE DOCKET PRIOR TO THE EARLIER OF (A) THE START

¹ The Debtors in these chapter 11 cases, along with the last four digits of the Debtors' federal tax identification numbers, are: Groff Tractor Mid Atlantic, LLC (7629), Dealer 2023, LLC (3275), and Groff Tractor Holdings, LLC (0486), and the location of the service address for the Debtors is: 1460 Main Street, Suite 200, Southlake, TX 76092.

OF THE HEARING (IF ONE IS SET) AND (B) THE DATE BY WHICH THE RELIEF IS REQUESTED (PER THE PRECEDING PARAGRAPH).

Groff Tractor Mid Atlantic, LLC (“GTMA”), Dealer 2023, LLC (“Dealer”) and Groff Tractor Holdings, LLC (“Holdings,” and collectively with GTMA and Dealer, the “Debtors”) hereby move the Court (this “Motion”) for entry of an order (the “Order”), substantially in the form attached hereto as **Exhibit A**, pursuant to sections 105(a), and 107(b) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 6003 and 9018 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), protecting certain confidential information that the Debtors anticipate may be disclosed as part of the Marketing Process or otherwise in these Chapter 11 Cases.² In further support of this Motion, the Debtors respectfully represent as follows:

PRELIMINARY STATEMENT

1. The Bidding Procedures, as approved by this Court, contemplate a robust Marketing Process designed to maximize value for the Debtors’ estates. Inherent in that process is the need to disclose confidential, sensitive, and non-public commercial information to a range of parties, including potential bidders, strategic stakeholders, and key contract counterparties. To facilitate this, the Debtors and their advisors have diligently pursued the execution of nondisclosure agreements with all relevant parties.

2. While many parties have cooperated, a subset of interested parties has thus far been unwilling to commit to confidentiality, or has insisted on terms that are incompatible with the requirements of the Marketing Process. Continued efforts to negotiate confidentiality terms on a case-by-case basis have proven to be inefficient, costly, and disruptive to the orderly progression of the Marketing Process.

² Capitalized terms shall have the meanings defined elsewhere in this Motion, or in the Bidding Procedures (defined below).

3. Accordingly, to preserve the confidentiality of sensitive commercial information and ensure equal access to all qualified participants, the Debtors now seek entry of a protective order under section 107(b) of the Bankruptcy Code and Bankruptcy Rule 9018. The relief requested is precisely the type of targeted protection envisioned by Congress to prevent unnecessary harm to the estate and facilitate fair, competitive processes in complex chapter 11 cases.

JURISDICTION AND VENUE

4. The United States Bankruptcy Court for the Northern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §1334(b). This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). The Debtors confirm their consent pursuant to Bankruptcy Rule 7008 to the entry of a final order by the Court in connection with the Motion to the extent it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

5. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

6. The statutory and legal predicates for the relief requested herein are sections 105(a), and 107(B) of the Bankruptcy Code, Bankruptcy Rules 6003 and 9018, and Rule 9013-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Northern District of Texas.

BACKGROUND

A. General Background

7. On October 14, 2025 (the “Petition Date”), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code (collectively, these “Chapter 11 Cases”). Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors are continuing to operate their businesses and manage their financial affairs as debtors in possession.

8. The Debtors' Chapter 11 Cases are being jointly administered pursuant to Rule 1015(b) of the Bankruptcy Rules and Rule 1015-1 of the Local Rules. No request for a trustee or examiner has been made in these Chapter 11 Cases.

9. On November 5, 2025, the United States Trustee filed the *Appointment of the Official Unsecured Creditors' Committee* [Docket No. 116], appointing the members of the official committee of unsecured creditors (the "Committee") in these Chapter 11 Cases.

10. The Debtors market and sell CASE® brand construction equipment, parts and products and provide repair and maintenance services for CASE® brand construction equipment pursuant to certain Case Construction Equipment Sales and Services Agreements (collectively, the "Dealer Agreements") which licensed GTMA to use the CASE® trademark and act as an authorized dealer for the sale and service of CASE® construction equipment as more particularly set forth in the Dealer Agreements. The Debtors also market and sell certain other branded construction equipment, parts and products, and provides repair and maintenance services in connection with such other branded goods.

11. Additional information regarding the Debtors' businesses and capital structure and the circumstances leading to the commencement of these Chapter 11 Cases is set forth in the *Declaration of Michael Juniper in Support of the Debtors' Chapter 11 Petitions and Requests for First Day Relief* [Doc. No. 43] (the "First Day Declaration"), which is incorporated by reference herein.

B. Anticipated Sensitive Disclosures

12. On November 3, 2025, the Debtors filed their *Emergency Motion for Entry of an Order (i) Approving (a) Bidding Procedures for the Sale of the Debtors' Assets, (b) Procedures for the Review and Approval of Such Transactions, and (c) Assumption and Assignment Procedures; (ii) Approving Bid Protections; (iii) Scheduling Certain Dates with Respect Thereto;*

(iv) *Approving the Form and Manner of Notice Thereof*; (v) *Approving the Sale of Certain of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances*; and (vi) *Granting Related Relief* (the “Bidding Procedures Motion”).

13. Following a hearing, the Bankruptcy Court entered its *Order (I) Approving (A) Bidding Procedures for the Sale of the Debtors Assets, (B) Procedures for the Review and Approval of Such Transactions, and (C) Assumption and Assignment Procedures; (II) Approving Bid Protections; (III) Scheduling Certain Dates With Respect Thereto; (IV) Approving the Form and Manner of Notice Thereof; (V) Approving the Sale of Certain of the Debtors' Assets Free and Clear of Liens, Claims, Interests, and Encumbrances; and (VI) Granting Related Relief* (the “Bidding Procedures Order”). The Bidding Procedures Order approved certain procedures attached as Exhibit 1 thereto and filed at Docket No. 184 (the “Bidding Procedures”). The Bidding Procedures govern, inter alia, the marketing, due diligence, and bidding process for the sale of the Debtors' assets under section 363 of the Bankruptcy Code (the “Marketing Process”).

14. Pursuant to the Bidding Procedures, as part of the Marketing Process, the Debtors anticipate sharing certain commercially sensitive information pertaining to, among other things, Bidders, Bids, Qualified Bids, and the Debtors' Businesses. For example, the Debtors intend to grant various Potential Bidders access to market development information pertaining to the Debtors' Businesses, forecasts related to the same, and other sensitive information. As further example, the Debtors anticipate disclosing to CASE and CNH Capital certain Bid information and Bidder information. Relatedly, as part of the Marketing Process, the Debtors anticipate that CASE, CNH Capital, and certain other interested parties may become or need to become privy to information pertaining to the Debtors' strategy and other market development data—the very data that section 107(b) was crafted to protect.

15. In furtherance of the Bidding Procedures, the Debtors, with the assistance of their investment banker and other advisors, have established a virtual data room containing non-public, commercially sensitive information regarding the Debtors' financial, operational, and legal affairs. This information is made available to parties who have been determined by the Debtors, in consultation with their advisors and the Consultation Parties, to be potential Qualified Bidders and who have executed a confidentiality agreement or other form of acceptable confidentiality undertaking. Additionally such sensitive information and documents, and certain other information and documents are contemplated to be shared with other parties in interest pursuant to the Bidding Procedures, the Bidding Procedures Order, and Bankruptcy Court's orders authorizing the Debtors to use cash collateral.

16. Despite multiple good-faith attempts by the Debtors to facilitate access on reasonable terms, certain parties have thus far refused to execute an acceptable form of confidentiality agreement or to otherwise commit to maintaining the confidentiality of Designated Material (as defined in the Order).

17. To avoid the disruption of the Marketing Process in the nascent stages of such process, and to protect the integrity of the Bidding Procedures, the Debtors now seek entry of a protective order to govern the use and disclosure of confidential Bidder information and to establish uniform confidentiality obligations applicable to all parties seeking access thereto.

RELIEF REQUESTED

18. By this Motion, the Debtors request entry of the Order protecting certain confidential information to be disclosed pursuant to the Bidding Procedures Order and granting related relief.

BASIS FOR RELIEF

C. The Court Should Enter the Proposed Protective Order

19. The relief requested herein is authorized by sections 105(a) and 107(b) of the Bankruptcy Code and Bankruptcy Rule 9018. Section 107(b) provides that “[o]n request of a party in interest, the bankruptcy court shall . . . protect an entity with respect to a trade secret or confidential research, development, or commercial information.” 11 U.S.C. § 107(b)(1). Bankruptcy Rule 9018 implements this authority and provides that “[o]n motion or on its own initiative, with or without notice, the court may make any order which justice requires . . . to protect the estate or any entity in respect of a trade secret or other confidential research, development, or commercial information.” Fed. R. Bankr. P. 9018.

20. Unlike the ordinary standard for sealing court records—which typically requires a showing of “cause”—§ 107(b) mandates protection where the information falls within the enumerated categories.

In most cases, a judge must carefully and skeptically review sealing requests to insure that there really is an extraordinary circumstance or compelling need. *Chase*, 942 F.2d at 135-36. In the bankruptcy area, however, congress has established a special rule for trade secrets and confidential research, development, and commercial information. As explained in Senate Report No. 989, Sec. 107(b) ‘permits the court, on its own motion, and requires the court, on the request of a party in interest, to protect trade secrets, confidential research, development, or commercial information.’ S.Rep. No. 989, *supra*, p 107.01, at 107-2. Thus, if the information fits any of the specified categories, the court is required to protect a requesting interested party and has no discretion to deny the application.

See Video Software Dealers Ass’n v. Orion Pictures Corp., 21 F.3d 24, 27 (2d Cir. 1994); *see also* 2 Collier on Bankruptcy, *supra*, p 107.01, at 107-2 (“Protection is mandatory when requested” by an interested party). The *Video Software Dealers* court went further, holding that 11 U.S.C. § 107(b) need not require that commercial information be equivalent of trade secrets before

protecting such information, where clear and unambiguous use of “or” in Bankruptcy Rule 9018 neither equates “trade secret” with “commercial information” nor requires the latter to reflect the same level of confidentiality as the former. *Id.*

21. The Debtors submit that the Designated Material constitutes “confidential commercial information” within the meaning of section 107(b), as it includes non-public details about prospective bids, financial and operational data, valuation metrics, and strategic information. If disclosed without appropriate safeguards, this information could chill bidding, discourage participation, provide an unfair advantage to competitors or non-compliant parties, and impair the Debtors’ ability to maximize estate value. Granting the requested relief is essential to allow the Debtors to fulfill their fiduciary obligations to preserve estate value and ensure equal access to material information under fair and transparent conditions.

22. Further, the relief requested is narrowly tailored. The proposed Protective Order does not seek blanket sealing of the record or exclusion of public scrutiny. Instead, it provides a limited and practical mechanism to ensure that only those parties who are qualified and bound by confidentiality obligations are permitted access to the information necessary to participate meaningfully in the Bankruptcy Court-approved Marketing Process or other Disputes (as defined in the Order).

23. In addition to section 107(b), section 105(a) of the Bankruptcy Code authorizes the Court to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). To the extent the Court deems necessary to implement or enforce the Bidding Procedures Order or to prevent immediate and irreparable harm to the estate, entry of the Protective Order is also proper under the Court’s inherent authority under section 105(a).

24. Accordingly, the Debtors respectfully request that the Court enter the proposed Protective Order to preserve the integrity of the Marketing Process, protect sensitive commercial information, and facilitate a fair and competitive sale environment.

EMERGENCY CONSIDERATION

25. Pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first twenty-one days after the commencement of a chapter 11 case “to the extent that relief is necessary to avoid immediate and irreparable harm,” Local Rule 9013-1, and the *Procedures for Complex Cases in the Northern District of Texas*, the Debtors respectfully request emergency consideration of this Motion.

26. The Debtors believe that the delay in the progress of the Marketing Process, or worse, the public divulgence of Designated Material, would hinder the Debtors’ operations and cause irreparable harm.

27. Accordingly, the Debtors submit that they have satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 and, therefore, respectfully request that the Court approve the relief requested in this Motion on an emergency basis.

REQUEST FOR WAIVER OF STAY

28. To implement the foregoing, the Debtors seek a waiver of any stay of the effectiveness of the order approving this Motion. Pursuant to Bankruptcy Rule 6004(h), any “order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of fourteen days after entry of the order, unless the court orders otherwise.” The Debtors submit that the relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtors for the reasons set forth herein. Accordingly, the Debtors submit that ample cause exists to justify a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h).

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as the Court may deem just and proper.

Dated: November 19, 2025

Respectfully submitted,

/s/ Eric T. Haitz

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PROPOSED COUNSEL FOR THE DEBTORS

CERTIFICATE OF SERVICE

I certify that on November 19, 2025, a true and correct copy of the foregoing document was served via the Court's CM/ECF system.

/s/ Eric T. Haitz

Eric T. Haitz

CERTIFICATE OF CONFERENCE

I certify that on November 18, 2025, I contacted counsel for CASE, CNH Capital, the United States Trustee, the Committee, M&T Bank, and Volvo Financial Services to confer regarding the relief requested by the Motion and to confer regarding the request for emergency consideration of the Motion. CASE is opposed to the relief requested by the Motion, but not the

emergency consideration of the Motion. CNH Capital did not provide a substantive response to the conference request. The Committee did not express an opinion on the relief requested by the Motion but indicated that it does not oppose the emergency consideration of the Motion. No response was received from M&T, Volvo, or the United States Trustee. Given the number of parties involved in these cases, it is impractical to reach out to all potentially-affected parties.

/s/ Eric T. Haitz

Eric T. Haitz

Exhibit A

Proposed Order

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

In re:	§ Chapter 11
	§
GROFF TRACTOR MID ATLANTIC,	§ Case No. 25-90010
LLC, <i>et al.</i>	§
	§ (Jointly Administered)
	§
Debtors.¹	§
	§

PROTECTIVE ORDER

Upon the *Debtors' Emergency Motion for Entry of a Protective Order* (the "Motion")² filed by the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and the Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. § 1334(b); the Court having found that venue of these Chapter 11 Cases and the Motion in this district is proper

¹ The Debtors in these chapter 11 cases, along with the last four digits of the Debtors' federal tax identification numbers, are: Groff Tractor Mid Atlantic, LLC (7629), Dealer 2023, LLC (3275), and Groff Tractor Holdings, LLC (0486), and the location of the service address for the Debtors is: 1460 Main Street, Suite 200, Southlake, TX 76092.

² All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Motion.

pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that this matter is a core proceeding pursuant to 28 U.S.C. § 157; and that this Court may enter a final order consistent with Article III of the United States Constitution; and it appearing that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and the Court having determined that the relief sought in the Motion is in the best interests of the Debtors and their estates; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT

A. On October 14, 2025 (the “Petition Date”), the Debtors filed their voluntary petitions for relief under chapter 11 of the Bankruptcy Code (these “Chapter 11 Cases”) with the United States Bankruptcy Court for the Northern District of Texas (this “Court”).

B. In these Chapter 11 Cases, there are, or may be, judicial or other proceedings, including but not limited to investigations, contested matters, adversary proceedings, and other disputes (each a “Dispute” and, collectively, the “Disputes”) arising under the Bankruptcy Code or arising in or relating to the Chapter 11 Cases.

C. On November 14, 2025, the Bankruptcy Court entered its *Order (I) Approving (A) Bidding Procedures for the Sale of the Debtors Assets, (B) Procedures for the Review and Approval of Such Transactions, and (C) Assumption and Assignment Procedures; (II) Approving Bid Protections; (III) Scheduling Certain Dates With Respect Thereto; (IV) Approving the Form and Manner of Notice Thereof; (V) Approving the Sale of Certain of the Debtors’ Assets Free and*

Clear of Liens, Claims, Interests, and Encumbrances; and (VI) Granting Related Relief (the “Bidding Procedures Order”).

D. The Bidding Procedures Order approved certain procedures attached as Exhibit 1 thereto and filed at Docket No. 184 (the “Bidding Procedures”). The Bidding Procedures govern, inter alia, the marketing, due diligence, and bidding process for the sale of the Debtors’ assets under section 363 of the Bankruptcy Code (the “Marketing Process”).

E. In any Dispute and in the Marketing Process, certain parties may be required to exchange information and documents.

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. This Order governs the disclosure or exchange of all information and documents produced on or after November 14, 2025, by a party in the Chapter 11 Cases (each a “Producing Party”), to any other party in the Chapter 11 Cases (each a “Receiving Party”), formally or informally, either prior to or after the filing of a judicial proceeding, in response to or in connection (a) with any formal or informal discovery requests, (collectively referred to as “Discovery Material”); and (b) pursuant to the Bidding Procedures, Marketing Process, or Bidding Procedures Order (together with the Discovery Material, the “Disclosure Material”).
3. Each Producing Party shall provide a copy of this Order to each Receiving Party in the first instance of the transmittance of Disclosure material, following entry of this Order, from such Producing Party to each such Receiving Party. Notwithstanding any requirements in the Bidding Procedures Order or Bidding Procedures, each Disclosing Party may condition disclosure of Disclosure Material upon the execution by a potential Receiving Party of an acknowledgement and assent to this Order in the form set forth on Exhibit 1.

4. Any Producing Party may designate Disclosure Material as “Confidential Material” or “Highly Confidential Material” (any such designated Disclosure Material, “Designated Material”) in accordance with the following provisions:

- a. *Confidential Material:* A Producing Party may designate Disclosure Material as “Confidential” if such Producing Party reasonably believes that:
 - (i) such Disclosure Material (A) constitutes or contains nonpublic proprietary or confidential technical, business, financial, personal, or other information of a nature that should be protected under the Bankruptcy Rules or the Federal Rules or (B) is subject by law or by contract to a legally protected right of privacy; or
 - (ii) the Producing Party (A) is under a preexisting obligation to a third party to treat such Disclosure Material as confidential or (B) has been reasonably requested by another person to so designate such Disclosure Material on the grounds that such other person considers such Disclosure Material to contain information that is confidential or proprietary to such person.
- b. *Highly Confidential Material:* A Producing Party may designate Disclosure Material as “Highly Confidential” if such Producing Party reasonably believes (or with respect to documents received from another person, has been reasonably advised by such other person) that such Disclosure Material is of such a nature that a risk of competitive injury would be created if such Disclosure Material were disclosed to persons other than those identified in Paragraph 9 of this Order, such as trade secrets, sensitive financial or business information, or material prepared by its industry advisors, financial

advisors, accounting advisors, experts, or by its consultants (and their respective staff) that are retained by the signatories to this Order in connection with the Disputes, the Marketing Process, or these Chapter 11 Cases if such materials contain trade secrets or sensitive financial or business information, and only to the extent that the Producing Party reasonably believes that such material is of such a nature that “Highly Confidential” treatment is warranted.

- c. *Undesignated Material*: Subject to the rights and obligations of the Parties under Paragraphs 7 and 17 of this Order, no Party shall have any obligation or duty to maintain as confidential or prevent from disclosure any Disclosure Material that is not Designated Material (“Undesignated Material”).

5. Manner of Designating Disclosure Material: Where reasonably practicable, any Disclosure Material shall be designated by the Producing Party as such by marking each such page “Confidential” or “Highly Confidential” as applicable. Such markings should not obliterate or obscure the content of the material that is produced. Where marking of every page of such materials is not reasonably practicable, such as with certain native file documents, a Producing Party may designate material as “Confidential” or “Highly Confidential” by informing the Receiving Party in a clear and conspicuous manner at the time of production of such material that such material is “Confidential” or “Highly Confidential,” such as by including such designation in the filename and/or the produced Concordance (or other document review platform) load file, if applicable.

6. Late Designation of Disclosure Material: The failure to designate particular Disclosure Material as “Confidential” or “Highly Confidential” at the time of production shall not operate to waive a Producing Party’s right to later designate such Disclosure Material as Designated Material or later apply another designation pursuant to this Order (“Misdesignated Material”). At such time, arrangements will be made for the destruction of the Misdesignated Material or for the return to the Producing Party of all copies of the Misdesignated Material and for the substitution, where appropriate, of properly labeled copies of such Disclosure Material. Upon receipt of replacement copies of such Misdesignated Material with the proper designation, the Receiving Party or Parties shall take all reasonable steps to return or destroy all previously produced copies of such Misdesignated Material. If requested by the Producing Party, a Receiving Party shall verify in writing that it has taken all reasonable steps to return or destroy such Misdesignated Material. No person shall be deemed to have violated this Order if, prior to notification of any later designation, such Disclosure Material was disclosed or used in any manner consistent with its original designation but inconsistent with its later designation. Once such later designation has been made, however, any Disclosure Material shall be treated in accordance with that later designation; *provided, however*, that if the material that was not designated has been, at the time of the later designation, previously publicly filed with a court, no person shall be bound by such later designation except to the extent determined by the Court upon motion of the applicable person that failed to make the designation.

A. Use and Disclosure of Confidential or Highly Confidential Material

7. General Limitations on Use and Disclosure of All Disclosure Material: All Disclosure Material shall be used by the Receiving Parties solely for the purposes of a Dispute, the Marketing Process, or the Chapter 11 Cases and in any proceedings wherein a claim arises out of the same transaction(s) or occurrence(s) involved in any Dispute, Marketing Process, or these

Chapter 11 Cases, and not for any other purpose, including any other litigation or judicial proceedings that are not a Dispute and are not related to these Chapter 11 Cases, or any business, competitive, governmental, commercial, or administrative purpose or function.

8. Confidential Material: Confidential Material, and any and all information contained therein, may be given, shown, made available to, or communicated only to the following:

- a. the Debtors;
- b. the Debtors' creditors and other constituents that are signatories to this Order, including their respective members, managers, partners, directors, officers, employees, and agents who are assisting with or involved in making decisions with respect to (i) any Dispute or (ii) the Marketing Process, but with respect to subclause (ii), solely as contemplated by the Bidding Procedures or the Bidding Procedures Order, and subject to Paragraphs 14 and 15 below;
- c. the Official Committee of Unsecured Creditors (the "Committee"), including its members;
- d. the U.S. Trustee;
- e. any other persons specified in Paragraph 9 below;
- f. any person who is indicated on the face of a document to have been an author, addressee, or copy recipient thereof, an actual recipient thereof, or in the case of meeting minutes, an attendee of the meeting;
- g. any adverse witness during the course of a deposition where counsel questioning the witness reasonably believes that questioning the witness

regarding the document is necessary and that doing so would not cause competitive harm;

- h. outside photocopying, graphic production services, or litigation support services, as necessary for use in connection with a Dispute, the Marketing Process or these Chapter 11 Cases;
- i. court reporters, stenographers, or videographers who record deposition or other testimony in connection with a Dispute or these Chapter 11 Cases;
- j. the Court, its officers, and clerical staff in any judicial proceeding that may result from a Dispute, the Marketing Process or these Chapter 11 Cases;
- k. any mediators and their staffs retained in connection with a Dispute, the Marketing Process, or these Chapter 11 Cases; and
- l. any other person or entity with respect to whom the Producing Party may consent in writing or on the record at a deposition.

9. Highly Confidential Material: Highly Confidential Material, and any and all information contained therein, may be given, shown, made available to, or communicated only to the following:

- a. outside counsel, and staff working under the express direction of such counsel, for:
 - i. the Debtors;
 - ii. the Committee;
 - iii. the Debtors' creditors and other constituents who are assisting with or involved in making decisions with respect to (i) any Dispute or (ii) the Marketing Process, but with respect to subclause (ii),

solely as contemplated by the Bidding Procedures or the Bidding Procedures Order, and subject to Paragraphs 14 and 15 below;

- iv. the U.S. Trustee; and
- v. professionals retained under Sections 328 and 1103 of the Bankruptcy Code, industry advisors, financial advisors, accounting advisors, experts, and consultants (and their respective staff) that are retained by the signatories to this Order or a person who has signed Exhibit 1 in connection with the Disputes or these Chapter 11 Cases.

10. Designated Material to Be Disclosed Only in Accordance with Paragraphs 8 and 9: Highly Confidential Material, and any and all information contained therein, shall not be given, shown, made available to, disclosed, or communicated in any way, except to those people provided in Paragraph 9 of this Order. Confidential Material, and the substantive information contained therein, shall not be given, shown, made available to, disclosed, or communicated in any way, except to those people provided in Paragraph 8 of this Order.

11. Prerequisite to Disclosure of Designated Material: Before any person or their representative other than the Debtors, the Committee, and the U.S. Trustee is given access to Designated Material, such person or their representative shall be provided with a copy of this Order and shall execute Exhibit 1 annexed hereto. Each such executed Exhibit 1 shall be retained in the files of counsel for the person who gave access to the Designated Material to the person who was provided such access. Such executed Exhibit 1 shall not be subject to disclosure under the Federal Rules or the Bankruptcy Rules unless a showing of good cause is made and the Court so orders.

12. Sealing of Designated Material Filed With or Submitted to Court: Unless otherwise agreed by the Producing Party, all Designated Material filed with the Court, and all portions of

pleadings, motions, or other papers filed with the Court that disclose Highly Confidential or Confidential Material, shall be filed under seal in accordance with the Federal Rules, the Bankruptcy Rules, the Local Rules, and the individual practice rules of the Court, except that a person may, at its option, file redacted pleadings containing the Designated Material so long as such portions of the pleadings concerning the Designated Material have been redacted, and such redacted pleading is also filed consistent with the Local Rules.

13. Use of Disclosure Material in Open Court: The limitations on disclosure in this Order shall not apply to any Disclosure Materials offered or otherwise used by any person at trial or any hearing held in open court except as provided in this paragraph. As part of any pretrial conference or any meet and confer regarding the use of exhibits in any evidentiary hearing, and where practicable at least 24 hours prior to the use of any Designated Material at trial or any hearing to be held in open court, counsel for any party who desires to offer or use such Designated Material at trial or any hearing to be held in open court shall meet and confer in good faith with the Producing Party to discuss ways to redact the Designated Material so that the material may be offered or otherwise used by any party, in accordance with the provisions of the Bankruptcy Code and Bankruptcy Rules. If the disputing parties are unable to resolve a dispute related to such Designated Material, then the Producing Party bears the burden of seeking relief from the Court

B. Special Provisions Pertaining to Bid Information

14. Any party receiving information pertaining to a Non-Binding Letter of Intent, Bid, or Qualified Bid (collectively, "Bid Information") submitted by a Potential Bidder, Bidder, or Qualified Bidder shall treat such Non-Binding Letter of Intent, Bid or Qualified Bid as Confidential Material regardless of whether such material is designated as Confidential Material.

15. Notwithstanding the provisions of Paragraphs 8 and 9, any Receiving Party receiving Bid Information shall hold such information in strict confidence and to take all

reasonable precautions to protect the confidentiality of the Bid Information. Such Receiving Party shall not make any use whatsoever at any time of the Bid Information except (a) solely in connection with its evaluation of the Marketing Process, or (b) discussions with the Potential Bidder or Bidder. Notwithstanding subclause (b) of the foregoing, no such Receiving Party shall divulge or discuss any details pertaining to Bid Information of any Potential Bidder, Bidder, or Qualified Bidder to any other Potential Bidder, Bidder, or Qualified Bidder.

C. Other Provisions

16. Nothing contained herein shall be deemed a waiver or relinquishment by any person of any objection, including, but not limited to, any objection concerning the alleged confidentiality or proprietary nature of any documents, information, or data requested by another; any right to object to any discovery request; any right to object to the admissibility of evidence on any ground; any right to seek any further protective order; or any right to seek relief from the Court or any other applicable court from any provision of this Order by application on notice on any grounds.

17. Unauthorized Disclosure of Designated Material: In the event of a disclosure by a Receiving Party of Designated Material to persons or entities not authorized by this Order to receive such Designated Material, the Receiving Party making the unauthorized disclosure shall, upon learning of the disclosure: immediately notify the person or entity to whom the disclosure was made that the disclosure contains Designated Material subject to this Order; immediately make reasonable efforts to recover the disclosed Designated Material as well as preclude further dissemination or use by the person or entity to whom the disclosure was made; and immediately notify the Producing Party of the identity of the person or entity to whom the disclosure was made, the circumstances surrounding the disclosure, and the steps taken to recover the disclosed Designated Material and ensure against further dissemination or use thereof. Disclosure of

Designated Material other than in accordance with the terms of this Order may subject the disclosing person to such sanctions and remedies as the Court may deem appropriate.

18. Manner of Objecting to Designated Material: If any Receiving Party objects to the designation of any Designated Material, the Receiving Party shall first raise the objection with the Producing Party in writing, and confer in good faith to attempt to resolve any dispute respecting the terms or operation of this Order. The Receiving Party may seek relief from the Court if the Receiving Party and the Producing Party cannot resolve their dispute. The burden of justifying a “Confidential” or “Highly Confidential” designation is on the Producing Party. Until the Court rules on such an issue, the Designated Material shall continue to be treated according to its designation. Upon motion, the Court may order the removal of the “Confidential” or “Highly Confidential” designation from any Disclosure Material so designated that is subject to the provisions of this Order.

19. Timing of Objections to Designated Material: A Receiving Party shall not be obliged to challenge the propriety of a “Confidential” or “Highly Confidential” designation at the time made, and a failure to do so shall not preclude a subsequent challenge thereto. The failure of any Party to challenge the designation by a Producing Party of Disclosure Materials as “Confidential” or “Highly Confidential” during the discovery period shall not be a waiver of such party’s right to object to such designation at an evidentiary hearing or at trial.

20. Use of Non-Disclosed Material: To the extent that any person has documents or information that would otherwise constitute Disclosure Material that (i) are received or become available to a person on a non-confidential basis not in violation of an obligation of confidentiality to any other person; (ii) were independently developed by such person without violating its obligations hereunder; or (iii) are published or become publicly available in a manner that is not

in violation of this Order or of any obligation of confidentiality to any other person (collectively “Non-Disclosed Material”), nothing in this Order shall limit a person’s ability to use Non-Disclosed Material for any purpose, including in a deposition, hearing, trial, or otherwise in connection with any Dispute, Marketing Process, or the Chapter 11 Cases.

21. Continuing Applicability of Confidentiality Agreement and Stipulated Protective Order: The provisions of this Order shall survive the final termination of the Disputes, the Marketing Process, and the Debtors’ emergence from bankruptcy for any retained Disclosure Material: The final termination of the Disputes, the Marketing Process, and the Debtors’ emergence from bankruptcy shall not relieve counsel or other persons obligated hereunder from their responsibility to maintain the confidentiality of Disclosure Material pursuant to this Order, and the Court shall retain jurisdiction to enforce the terms of this Order.

22. Amendment of Confidentiality Agreement and Stipulated Protective Order: Upon good cause shown, any affected person may move to amend the provisions of this Order at any time or the Parties may agree by written stipulation, subject to further order of the Court if applicable, to amend the provisions of the Order.

23. Disclosure of Disclosure Material in Other Proceedings: Any Receiving Party that may be subject to a motion or other form of legal process or any regulatory process, demand, or request seeking the disclosure of a Producing Party’s Disclosure Material: (i) shall promptly notify the Producing Party (unless such notice is prohibited by applicable law) to enable it to have an opportunity to appear and be heard on whether that information should be disclosed, and (ii) in the absence of a court order preventing such legally required disclosure, the Receiving Party shall be permitted to disclose only that portion of the information that is legally required to be disclosed

and shall inform in writing any person to whom such information is so disclosed of the confidential nature of such information.

24. Use of Disclosure Material by Producing Party: Nothing in this Order affects the right of any Producing Party to use or disclose its own Disclosure Material in any way. Such disclosure, other than publicly filing its own Disclosure Material, will not waive the protections of this Order and will not otherwise entitle other persons or their attorneys to use or disclose such Disclosure Material in violation of this Order.

25. Obligations of Parties: Nothing herein shall relieve a person of its obligations under the Federal Rules, Bankruptcy Rules, Local Rules, or under any future stipulations and orders, regarding the production of documents or the making of timely responses to discovery requests in connection with any Dispute.

26. Enforcement: The provisions of this Order constitute an Order of this Court and violations of the provisions of this Order are subject to enforcement and the imposition of legal sanctions in the same manner as any other Order of the Court.

27. The requirements of Bankruptcy Rule 6003(b) have been satisfied.

28. Under the circumstances of these Chapter 11 Cases, notice of the Motion is adequate under Bankruptcy Rule 6004.

29. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

END OF ORDER

Order submitted by:

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*Proposed Counsel for Debtors
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EXHIBIT 1

1. My name is _____.
2. My address is _____.
3. My present employer is _____.
4. My present occupation or job description is _____.
5. I have been engaged as _____ on behalf of _____ in the preparation and conduct of *In re Groff Tractor Mid Atlantic, LLC, et al.*, Debtors, Case No. 25-90010 in the United States Bankruptcy Court for the Northern District of Texas.
6. I acknowledge that I have read and understand the terms of the Protective Order (“Order”). I *agree* to comply with and be bound by all the provisions of the Order. I agree that I will not use Disclosure Material for any purpose other than the Disputes, the Marketing Process, and the Chapter 11 Cases, and will not disclose or cause Disclosure Material to be disclosed to anyone not expressly permitted by the Order to receive Disclosure Material. By acknowledging these obligations under the Order, I understand that I am submitting myself to the jurisdiction of the United States Bankruptcy Court for the Northern District of Texas for the purpose of any issue or dispute arising hereunder and that my willful violation of any term of the Order could subject me to punishment for contempt of Court.

By: _____

Executed on _____, [2025/2026]