

DAVID L. NEALE (SBN 141225)
TODD M. ARNOLD (SBN 221868)
ROBERT M. CARRASCO (SBN 334642)
LEVENE, NEALE, BENDER, YOO & GOLUBCHIK L.L.P.
2818 La Cienega Avenue
Los Angeles, California 90034
Telephone: (310) 229-1234; Facsimile: (310) 229-1244
Email: DLN@LNBYG.COM; TMA@LNBYG.COM; RMC@LNBYG.COM
Attorneys for Debtors and Debtors in Possession

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OCT 04 2023

CLERK U.S. BANKRUPTCY COURT
Central District of California
BY may DEPUTY CLERK

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION**

In re:

☐ ITTELLA INTERNATIONAL LLC,
a California limited liability company
☐ ITTELLA'S CHEF, LLC,
a California limited liability company
☐ TATTOOED CHEF, INC.,
a Delaware corporation
☐ MYJOJO, INC.,
a Delaware corporation
☐ NEW MEXICO FOOD DISTRIBUTORS, INC.,
a New Mexico corporation
☐ KARSTEN TORTILLA FACTORY, LLC, a
New Mexico limited liability company
☐ BCI ACQUISITION, INC.,
a Delaware corporation
☐ TTCF-NM HOLDINGS INC.,
a Delaware corporation
☒ All Debtors

Debtors and Debtors-in-Possession.

Lead Case No.: 2:23-bk-14154-SK

Jointly administered with Case Nos.
2:23-bk-14159-SK; 2:23-bk-14161-SK;
2:23-bk-14157-SK; 2:23-bk-14158-SK;
2:23-bk-14155-SK; 2:23-bk-14156-SK; and
2:23-bk-14160-SK

Chapter 11 Cases

**ORDER (1) APPROVING SALE OF
SUBSTANTIALLY ALL OF THE
DEBTORS' ASSETS FREE AND
CLEAR OF ALL LIENS, CLAIMS,
ENCUMBRANCES, AND INTERESTS;
(2) APPROVING CURE AMOUNTS
AND APPROVING THE ASSUMPTION
AND ASSIGNMENT OF CERTAIN
UNEXPIRED LEASES AND
EXECUTORY CONTRACTS;
(3) WAIVING THE 14-DAY STAY
PERIODS SET FORTH IN
BANKRUPTCY RULES 6004(h) AND
6006(d); AND (4) GRANTING
RELATED RELIEF**

Date: October 4, 2023
Time: 9:00 a.m.
Location: Courtroom 1575
255 East Temple Street
Los Angeles, California 90012
[Also VIA ZoomGov]

1 A hearing (the “Sale Hearing”) was held at the above-referenced date, time, and location
2 to consider the *Motion For Entry Of An Order (1) Approving Sale Of Substantially All Of The*
3 *Debtors’ Assets Free And Clear Of All Liens, Claims, Encumbrances, And Interests; (2)*
4 *Approving Cure Amounts And Approving The Assumption And Assignment Of Certain Unexpired*
5 *Leases And Executory Contracts; (3) Waiving The 14-Day Stay Periods Set Forth In Bankruptcy*
6 *Rules 6004(h) And 6006(d); And (4) Granting Related Relief* (the “Motion”) [Dkt. 352] filed by
7 Ittella International LLC (“Ittella”), Ittella’s Chef, LLC (“ICLLC”), Tattooed Chef, Inc. (“TCI”),
8 Myjojo, Inc. (“Myjojo”), New Mexico Food Distributors, Inc. (“NMFD”), Karsten Tortilla
9 Factory, LLC (“Karsten”), BCI Acquisition, Inc. (“BCI”), and TTCF-NM Holdings Inc. (“TTCF,”
10 and, together with Ittella, ICLLC, TCI, Myjojo, NMFD, Karsten, and BCI, the “Debtors”), the
11 Chapter 11 debtors and debtors in possession in the above-captioned, jointly administered
12 Chapter 11 bankruptcy cases, seeking an order (the “Sale Order”) of the Court:

13 (1) finding that notice of the Motion and the hearing on the Motion was proper,
14 timely, adequate, appropriate and sufficient;

15 (2) pursuant to Section 363(b),¹ and after an auction (the “Auction”) conducted
16 pursuant to the Court’s order (the “Bid Procedures Order”) [Dkt. 277]² granting the Debtors
17 motion to approve bid procedures (the “Bid Procedures Motion”) [Dkt. 174] and approving the
18 bid procedures (the “Bid Procedures”) therein, as modified by the Bid Procedures Order,
19 approving the Debtors’ sale(s) of substantially all of their assets (the “Assets”) listed in **Exhibit**
20 **“1”** to the Motion, as amended from time to time, including, but not limited to, (a) TCI’s equity
21 interests (the “U.S. Equity Interests”) in any of its direct subsidiaries (Myjojo, NMFD, Karsten,
22 BCI and TTCF) and/or indirect subsidiaries (Ittella and ICLLC), (b) ICLLC’s equity interests
23 (the “Italian Equity Interests” and, with the U.S. Equity Interests, the “Equity Interests”) in Ittella
24

25 ¹ Unless otherwise stated, all Section references herein are to 11 U.S.C. §§ 101-1532 (the
26 “Bankruptcy Code”).

27 ² Unless otherwise stated, all Docket/Dkt. references herein are to the lead bankruptcy case of
28 Ittella International LLC (Case No.: 2:23-bk-14154-SK). All pleadings filed in the Debtors’
bankruptcy cases can be obtained free of charge at <https://cases.stretto.com/Ittella>.

Italy SRL (“Ittella Italy”),³ (c) goods, (d) equipment, (e) accounts receivable, (f) intellectual property, (g) goodwill, (h) customer lists, (i) any executory contracts (“Contracts”) and/or unexpired leases (“Leases”) designated by any winning bidder (each a “Winning Bidder”) and/or any winning back-up bidder (each a “Winning Back-Up Bidder” and with each Winning Bidder and any respective designee, each a “Buyer”) for assumption and assignment (with any Contracts and/or Leases designated for assumption and assignment collectively referred to as “Designated Agreements”), and (j) any related assets included in any Qualified Bid⁴ but which Assets do *not* include the Debtors’ cash, any avoidance actions arising under the Bankruptcy Code, and certain other litigation claims, except as set forth herein;

(3) pursuant to Sections 365(a), (b), (f), and (k), (a) approving the cure amounts (each a “Cure Amount”) for the Designated Agreements set forth herein, (b) finding that each Buyer has provided adequate assurance of future performance to the other party to each Designated Agreement, and (c) subject to the payment of the required Cure Amount, (i) approving the assumption and assignment of each Designated Agreement to the applicable Buyer(s) and (ii) holding that the Debtors are relieved from any liability for any breach of a subject Designated Agreement occurring after the assumption and assignment such Designated Agreement;

(4) authorizing the Debtors to execute and enter into agreements (each an “APA”) with each Buyer, in substantially the form approved by the Court pursuant to the Bid Procedures Order, and any related agreements, and to take such actions as are reasonably necessary to effectuate the sale(s) of the Assets and the assumption and assignment of the Designated Agreements;

(5) finding that one or more of the standards set forth in Sections 363(f)(1) – (5) has been satisfied for selling the Assets, free and clear of all liens, claims, encumbrances, and other

³ Ittella Italy is not a debtor in any bankruptcy proceeding in the United States. However, Ittella Italy has commenced a proceeding in Italy to address outstanding creditor claims, which proceeding is governed by Italian law. Pursuant to the Motion, the Debtors are not seeking to sell any assets owned by Ittella Italy, only ICLLC’s Italian Equity Interests in Ittella Italy.

⁴ Unless otherwise stated, capitalized terms not defined herein have the meanings ascribed to them in the Bid Procedures Motion, Bid Procedures Order, and Motion.

1 interests (collectively “Encumbrances”);

2 (6) finding the consideration provided by each Buyer for subject Assets to (a) be fair
3 and reasonable, (b) be the highest or otherwise best offer for the subject Assets that was received,
4 (c) provide a greater recovery for the Debtors’ creditors than would be provided by any other
5 practical available alternative, and (d) constitute reasonably equivalent value and fair
6 consideration under the circumstances of the Debtors’ bankruptcy cases;

7 (7) finding that approval of the APA(s) and the consummation of the sale(s) of
8 subject Assets to each Buyer is in the best interests of the Debtors, their estates, their creditors,
9 and other parties in interest;

10 (8) finding that each APA was negotiated, proposed and entered into by the parties
11 thereto without collusion, in good faith, and from arms’ length bargaining positions, and that
12 each Buyer is a good faith buyer entitled to all of the protections afforded by Section 363(m);

13 (9) determining that each Buyer is not a successor under theories of successor
14 liability, vicarious liability or otherwise, to the Debtors, and shall not be deemed or found to
15 have merged with or into the Debtors;

16 (10) upon closing, authorizing the Debtors to distribute the proceeds of the sale as
17 follows (a) first, to pay, or reserve for the payment of, (i) the Carve-Out (as defined in the final
18 order approving postpetition financing (the “Final DIP Order”) [Dkt. 275]), (ii) certain liens
19 permitted pursuant to the terms of the DIP Credit Agreement (as defined in the Final DIP Order),
20 and (iii) other valid, perfected, and unavoidable liens, including, without limitation, statutory
21 liens, possessory liens, and rights of recoupment and offset, if any, existing as of the petition date
22 of July 2, 2023 (or perfected after the petition date to the extent permitted by Section 546(b)), in
23 each case, that are senior in priority to the Prepetition Lender Liens (as defined in the Final DIP
24 Order), (b) second, to pay any transaction fee owed to SC&H Group, Inc. (“SCH”), the Debtors’
25 exclusive investment banker pursuant to the terms set forth in SCH’s employment application
26 [Dkt. 110] and the order [Dkt. 171] approving the same, which outstanding transaction fee was
27 discussed more fully in the Memorandum of Points and Authorities and declarations annexed to,
28 and in support of, the Motion, and (c) the remainder to pay the balance of any obligations owed

1 to UMB Bank, n.a. (“UMB”), the Debtors’ pre- and postpetition secured lender, with UMB to
2 apply funds first to fully repay the DIP Roll-Up Loans and then to reduce, up to payment in full,
3 the Lender Allowed Claim (as defined in the Final DIP Order), provided that, if the proposed
4 distribution of the sale proceeds is not approved by the Court, the proceeds will be held in a
5 segregated blocked debtor-in-possession account at UMB and any and all liens of alleged
6 secured creditors shall attach to the proceeds of the sale(s) in the same priority and to the same
7 extent and validity as their respective pre-petition liens;

8 (11) waiving the 14-day stay periods set forth in Rules 6004(h) and 6006(d) of the
9 Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”); and

10 (12) granting related relief as described in the Motion.

11 Appearances were made as set forth on the record of this Court.

12 This Sale Order does *not* pertain to the Motion to the extent the Debtors sought, or are
13 seeking, to sell the real property located at 2810 Karsten Ct. SE, Albuquerque, NM 87102 (the
14 “Karsten RP”). The Court will issue a separate order regarding approval of any sale of the
15 Karsten RP.

16 This Court having considered the Motion, all papers filed in support of, and in opposition
17 to, the Motion, all other evidence submitted or adduced in regard to the Motion, and the
18 arguments of counsel made at the hearing on the Motion; and this Court having heard and
19 resolved or overruled any objections to the Motion that were not resolved by agreement among
20 relevant parties; and for good and sufficient cause appearing therefor;

21 **THE COURT HEREBY FINDS AND CONCLUDES THAT:**

22 A. Findings and Conclusions. The findings and conclusions set forth herein and on
23 the record at the Sale Hearing constitute the Court’s findings of fact and conclusions of law
24 pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy
25 Rule 9014.

26 B. Petition Date. On July 2, 2023, the (“Petition Date”), each of the Debtors filed a
27 voluntary petition under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy
28 Court for the Central District of California commencing the Debtors’ bankruptcy cases.

1 C. Debtor in Possession. The Debtors continue to manage and operate their business
2 and properties as debtors in possession pursuant to Sections 1107 and 1108. No trustee or
3 examiner has been appointed in the Debtors' bankruptcy cases.

4 D. Jurisdiction and Venue. This Court has jurisdiction over these proceedings, and
5 the persons and properties affected hereby, pursuant to 28 U.S.C. § 157(b) and 1334. Venue is
6 proper pursuant to 28 U.S.C. § 1408 and 1409. The Motion is a core proceeding pursuant to 28
7 U.S.C. § 157(b). This Court may enter a final order consistent with Article III of the United
8 States Constitution.

9 E. Committees. As of the date hereof, statutory committees were appointed in the
10 Ittella and NMFD Chapter 11 cases pursuant to section 1102 of the Bankruptcy Code (each of
11 the foregoing committees and any statutory committees formed at a later date are referred to
12 herein as a "Committee" and collectively as the "Committees").

13 F. Notice. The Debtors provided good and sufficient notice with respect to the
14 following: (1) the Motion and the relief sought therein, including the entry of this Sale Order and
15 the transfer and purchase of the Assets to be sold pursuant to the Motion and this Sale Order,
16 which Assets do not include the Karsten RP (the "Purchased Assets"), (2) the Auction and the
17 Sale Hearing; (3) the selection of the Winning Bidders and the Winning Back-up Bidders; (4) the
18 assumption and assignment of TTCF-NM's Lease of real property located at 1700 Desert Surf
19 Circle., NE Albuquerque, NM 87107 (the "Desert Surf Lease") with landlord The Tortilla
20 Building, LLC ("TB LLC"), and the \$17,325.00 Cure Amount regarding the Desert Surf Lease;
21 and (5) the assumption and assignment of Ittella's Contracts (Executory Contracts related to
22 Purchase Orders 210928, 210930, and 220588) (the "Rocket Contracts") with Rocket Machine
23 Works, Inc. ("Rocket"), which is also the Buyer and assignee of the Rocket Contracts, and the
24 \$563,818.88 Cure Amount regarding the Rocket Contracts, which will be satisfied by Rocket's
25 waiver of the Cure Amount any other claims against the Debtors and their estates. No further
26 notice of the Motion, the relief requested therein or the Sale Hearing is required.

27 G. Compliance with the Bid Procedures Order. The sale process and Auction were
28 conducted in accordance and otherwise in compliance with the Bid Procedures Order and were

1 fair, proper, and reasonably calculated to result in the best value received for the Assets. The
2 Auction process afforded a full, fair and reasonable opportunity for any party to become a
3 Qualified Bidder and to participate in the Auction. As demonstrated based on the pleadings filed
4 with the Court, including the declarations in support of “good faith” findings under Section
5 363(m) annexed to the *Debtors’ Supplement To Motion For Entry Of An Order (1) Approving*
6 *Sale Of Substantially All Of The Debtors’ Assets Free And Clear Of All Liens, Claims,*
7 *Encumbrances, And Interests;*(2) *Approving Cure Amounts And Approving The Assumption And*
8 *Assignment Of Certain Unexpired Leases And Executory Contracts;* (3) *Waiving The 14-Day*
9 *Stay Periods Set Forth In Bankruptcy Rules 6004(h) And 6006(d)* [Dkt. 425] and separately filed
10 with the Court as Docket Nos. 427, 429, and 444.

11 H. Auction, Winning Bidders and Winning Back-Up Bidders, and Highest and Best
12 Bids. As required by the Bid Procedures, (1) on August 30, 2023, the Debtors filed their *Notice*
13 *of Stalking Horse Bids* [Dkt. 343, as amended by Dkt. 345] identifying Stalking Horse Bids and
14 (2) on September 14, 2023, the Debtors filed their *Notice of Qualified Bids and Opening Bids*
15 [Dkt. 404, as amended by Dkt. 418], which reiterated Stalking Horse Bids and identified Initial
16 Bids considered to be Qualified Bids, Bidders that were or could become Qualified Bidders, and
17 opening Bids for the Auction.

18 On September 19, 2023, the Debtors, with the assistance of their investment banker,
19 SCH, which took the lead in conducting the Auction, and their counsel, LNBYG, conducted an
20 Auction of the Debtors’ Assets in accordance with the Court-approved Bid Procedures. The
21 Auction was attended by (1) professionals retained by both Committees in the cases, (2) UMB,
22 the Debtors’ pre- and postpetition secured lender, and its professionals, and (3) fourteen (14)
23 Qualified Bidders and their professionals. The Assets were offered for overbids in lots created
24 by the Stalking Horse Bids and Opening Bids, as well as in various other combinations aimed at
25 obtaining the highest and best price for the Assets. There was active bidding on the various lots,
26 all of which was done in the presence of all Qualified Bidders and recorded by a court reporter.

27 Sam Galletti, a former officer and current director of one or more of the Debtors owns or
28 controls Planted Ventures, LLC (“Planted Ventures”). However, decisions regarding the highest

and best Bids at the Auction were made solely by Edward Bidanset, the Debtors' Chief Restructuring Officer, in consultation with the Debtors' professionals, and without Mr. Galletti's input.

At the conclusion of the Auction, the Debtors accepted the following Winning Bids and Winning Back-Up Bids for the Purchased Assets that are the subject of this Sale Order and which Winning Bids and Winning Back-Up Bids are hereby approved:⁵

<u>Assets</u>	<u>Winning Bidder</u>	<u>Winning Bid</u>	<u>Cash or Credit Bid</u>	<u>Backup Bidder</u>	<u>Winning Back-Up Bid</u>	<u>Notes:</u>
BCI (equipment (Lots 188-226 ⁶ other than the SACMI Equipment (as defined below)), BCI's accounts receivable, BCI's inventory, and BCI's intellectual property, if any, and which does <i>not</i> include (1) the trademarks (the " <u>Trademarks</u> ") listed in the Debtors' <i>Notice Of Submission Of Amended Exhibit "1" To Debtors' Motion For Entry Of An Order (1) Approving Sale Of Substantially All Of The Debtors' Assets Free And Clear Of All Liens, Claims, Encumbrances, And Interests; (2) Approving Cure Amounts And Approving The Assumption And Assignment Of Certain Unexpired Leases And Executory Contracts; (3) Waiving The 14-Day Stay Periods Set Forth In Bankruptcy Rules 6004(h) And 6006(d); And (4)</i>	LKV, LLC	\$1,450,000	Cash	None		The Purchased Assets to be sold to LKV, LLC (or its designee, collectively " <u>LKV</u> ") include any prepaid inventory present at the signing of the APA or pre-paid and received after the signing of the APA paid on a dollar-for-dollar basis, plus 80% to BCI of accounts receivable over \$500,000 collected; all as set forth in the APA with LKV.

⁵ The following descriptions of the transactions are intended as a summary, but it is the intent of the Court that each applicable APA and/or Bill of Sale is authorized and approved in its entirety, and the failure to include any particular provision of an APA and/or Bill of Sale shall not diminish or impair the effectiveness of such provision.

⁶ All "Lot" references herein are to Lot numbers in the Hilco Valuation Services appraisal of the Debtors' equipment, dated as of February 24, 2023 (the "Hilco Valuation Appraisal") [Dkt. 452].

<u>Assets</u>	<u>Winning Bidder</u>	<u>Winning Bid</u>	<u>Cash or Credit Bid</u>	<u>Backup Bidder</u>	<u>Winning Back-Up Bid</u>	<u>Notes:</u>
Granting Related Relief (the "Notice of Assets to be Sold") [Dkt. 360] or (2) the Intellectual Property (as defined below) being sold to Planted Ventures.						
SACMI Equipment ((1) JT Pro Flow-wrapper (S/N IPPC21MA081), EWF Electronic wrapper feeder, Format P1 for the JT Pro flow-wrapper, and other items described in Offer #20-034565-A4 dated February 22, 2021 and (2) Modular Robotic Top-loading Packing cell (S/N IPPC21MA027), Format P1 for the Work Cell, and other items described in Offer #20-034566-A0 dated January 26, 2021) (the " <u>SACMI Equipment</u> ").	SACMI USA, Ltd.	\$619,413.89	Credit	None		As additional consideration, SACMI USA, Ltd. waives any deficiency or other claims against the Debtors' and their estates.
Paramount (equipment and all other assets referenced in pages 30 – 43 of the Hilco Valuation Appraisal) [Lots 1-42]). Vernon (equipment and all other assets referenced in pages 45-46 of the Hilco Valuation Appraisal [Lots 51-59 as modified by Dkt. 360] except if assets are determined not to be assets of the Debtors' estates). Stiebs and/or Wawona (or any other Buyer) agree to repair any damage to the Vernon property with respect to the removal of any battery chargers.	Stiebs, LLC (" <u>Stiebs</u> ")/ Wawona Frozen Foods (" <u>Wawona</u> ")	\$1,460,000	Cash	PPL Acquisition Group, LLC	\$1,250,000	Debtors to maintain Paramount location through the earlier of (a) the date Stiebs/ Wawona remove all Purchased Assets from Paramount or (b) January 31, 2024. *Lot 9 assets "Ishida Model CCW-N2-216W-2m, 16-Head Vertical Weigh Scale, S/N 30-PB-198-1760, with Acceleron Vertical Pouch Filler and the platform upon which it sits, are part of the Assets purchased by Stiebs and Wawona, and those Assets are currently located at the Debtors' 1700 Desert Surf Cir NE, Albuquerque, NM

<u>Assets</u>	<u>Winning Bidder</u>	<u>Winning Bid</u>	<u>Cash or Credit Bid</u>	<u>Backup Bidder</u>	<u>Winning Back-Up Bid</u>	<u>Notes:</u>
						location.
Rocket Executory Contracts (Executory Contracts related to Purchase Orders 210928, 210930, and 220588) (the " <u>Rocket Contracts</u> ")	Rocket	\$300,000	Cash	None		As consideration (1) Rocket waives any cure, deficiency or other claims against the Debtors' and their estates in the approximate amount of \$563,818.88 and (2) the Debtors and their estates waive any claims against Rocket, including any claims to recover any payments made to Rocket.
Desert Surf (equipment (Lots 134-187) and Desert Surf Lease of real property from TB LLC located at 1700 Desert Surf Circle., NE Albuquerque, NM, 87107)	Aliya's Foods Limited or its designated assignee (" <u>Aliya's</u> ")	\$1,367,000	Cash	PPL Acquisition Group, LLC	\$1,050,000	In addition to the purchase price, Aliya's (or PPL Acquisition Group, LLC if it has to perform as the Winning Back-Up Bidder) is required to pay a Cure Amount of \$17,325.00 to TB LLC as a condition to the effectiveness of the assumption and assignment of the Desert Surf Lease. Does not include Lot 9 Ishida Vertical Weigh Scale and Platform which was sold with the Paramount Assets but is located at the Desert Surf location.
University (equipment (Lots 60-112))	Aliya's	\$1,650,000	Cash	None		Larry Gutierrez (" <u>Gutierrez</u> "), the landlord of the premises where Lots 60-112, as identified in the Hilco Valuation Appraisal

<u>Assets</u>	<u>Winning Bidder</u>	<u>Winning Bid</u>	<u>Cash or Credit Bid</u>	<u>Backup Bidder</u>	<u>Winning Back-Up Bid</u>	<u>Notes:</u>
						[Dkt. 452], are located, has asserted that he owns the assets included in Lots 85-92, 94, 96, 98, and 100 (only as to the stainless steel sinks included in Lot 100) (the “<u>Disputed Assets</u>”). To the extent the Debtors are not able to deliver any of the Disputed Assets to Aliya’s on closing, (1) Aliya’s will get a credit/refund against the purchase price equal to the “Orderly Liquidation Value” for Lots 85-89, 94, 96, and/or 98 and (2) Aliya’s will get a credit/refund against the purchase price equal \$20,000 for Lots 90-92 (the Hussman Compressors) allocated \$10,000 to Lot 90, \$5,000 to Lot 91, and \$5,000 to Lot 92. The stainless steel sinks are the only Disputed Assets in Lot 100, and Aliya’s will not get any credit/refund against its purchase price if such stainless steel sinks are not delivered on closing.
Reiser Equipment ((1) ONE VEMAG ROBOT HP-10E (HT) including all tooling, standard and accessory equipment as described in the agreement between NMFD and Reiser dated February 9, 2022 and (2) ONE	Robert Reiser & Co., Inc. (“ <u>Reiser</u> ”)	\$250,000	Credit	None		As additional consideration, Reiser waives any deficiency or other claims against the Debtors’ and their estates in the approximate amount of \$347,638.78,

<u>Assets</u>	<u>Winning Bidder</u>	<u>Winning Bid</u>	<u>Cash or Credit Bid</u>	<u>Backup Bidder</u>	<u>Winning Back-Up Bid</u>	<u>Notes:</u>
REPAK MODEL RE25/7 including all tooling, standard and accessory equipment as described in the agreement between NMFD and Reiser dated February 25, 2022. Copies of the aforementioned agreements can be found in the Declaration of Kevin Colmey that forms part of Docket No. 379 and in Claim No. 14 filed in the NMFD case.						effective immediately upon Reiser taking possession of the purchased equipment.
Karsten (equipment (Lots 114-119))	Cardenas Three, LLC	\$1,800,000	Cash	None		
Karsten (excess equipment (Lots 113 and 122-133))	Cardenas Three, LLC	\$315,000	Cash	Aliya's	\$300,000	
The Debtors' intellectual property (the " <u>Intellectual Property</u> ") comprised of the following (1) the Debtors' Trademarks listed in the Notice of Assets to be Sold [Dkt. 360] and (2) all of Debtors' right, title, and interest in the Intellectual Property Rights and all goodwill associated with such Intellectual Property Rights, including, without limitation, (i) the right to use, copy, modify, exploit, license, assign, convey and pledge the Intellectual Property Rights, (ii) the right to exclude others from using the Intellectual Property Rights, (iii) the right to sue others and collect damages for past, present and future infringement of the Intellectual Property Rights, (iv) the right to create derivatives of the Intellectual Property and retain full ownership thereof, and (v) the right to file and prosecute applications for	Planted Ventures	\$775,000	Cash	Aliya's	\$750,000	

<u>Assets</u>	<u>Winning Bidder</u>	<u>Winning Bid</u>	<u>Cash or Credit Bid</u>	<u>Backup Bidder</u>	<u>Winning Back-Up Bid</u>	<u>Notes:</u>
registration, now pending or hereinafter initiated, to protect any rights in the Intellectual Property Rights – <i>i.e.</i>, the Debtors’ Trademarks listed in the Notice of Assets to be Sold, <u>provided that</u>, while Planted Ventures is purchasing all of the Intellectual Property, Planted Ventures is not obtaining Intellectual Property principally used in the operation of (a) BCI’s business before closing, or (b) the operation of Desert Surf and the equipment located at the Desert Surf location. “Intellectual Property Rights” are defined in the APA approved by the Court [Dkts. 273 and 277] to mean “collectively, all U.S. and foreign, whether registered or unregistered, patents, trademarks, trade names, trade dress, service marks, copyrights, and applications therefor, (ii) computer software programs or applications (in both source code and object code form), (iii) industrial models, inventions, invention disclosures, author’s rights, designs, utility models, inventor rights, schematics, technology, (iv) trade secrets, know-how, and other tangible information or material, and (v) confidential information and any other proprietary data or information of any nature or form.						
ICLLC’s Italian Equity Interests in Ittella Italy	Planted Ventures	\$1,000,000	Cash	None		

<u>Assets</u>	<u>Winning Bidder</u>	<u>Winning Bid</u>	<u>Cash or Credit Bid</u>	<u>Backup Bidder</u>	<u>Winning Back-Up Bid</u>	<u>Notes:</u>
Organic Acai 12% in pail, Frozen USDA Organic white pail with simple label (~ 1.074 mm kg)	Stiebs \$2.63/kg	\$2,824,620 (subject to the actual total kg of acai and paid in three installments consistent with the Debtors prior proposed sale to Petruz Fruity, LLC)	Cash	Amafruits, LLC \$2.58/kg	\$2,770,920	Sale is on the same terms as the Petruz Fruity LLC sale agreement in Dkt. 364.
Total (<u>not</u> including 80% recovery to BCI for collections over \$500,000 on BCI's accounts receivable.		\$13,811,033.89				

The total consideration (the “Purchase Price”) to be paid (whether in cash or by credit bid, as applicable and as designated above) by each Buyer (or, if applicable, its designee), for the Purchased Assets constitutes the highest or otherwise best offer for the Purchased Assets, and will provide a greater recovery for the Debtors’ estates than would be provided by any other available alternatives under the circumstances. The Debtors’ acceptance of the Purchase Price submitted by each Buyer and entry into APAs and/or Bills of Sale materially conforming to the form of APA and Bill of Sale approved by the Court pursuant to the Bid Procedures Order, constitute, and are based on, reasonable, valid and sound exercises of the Debtors’ business judgment, and are in the best interests of the Debtors and their estates. The Purchase Price to be paid by each Buyer for the Purchased Assets is fair and reasonable, is the highest or otherwise best offer therefor, and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, and the laws of the United States.

I. Arm’s Length Transactions. The sale of the Purchased Assets to each Buyer and Purchase Price submitted by each Buyer was done without collusion and in good faith. Each Buyer did not engage in any conduct that would cause or permit the Debtors’ sale of the Purchased Assets to each Buyer to be avoided under Section 363(n). The Purchase Price to be

1 paid by each Buyer for the Purchased Assets is fair and reasonable, is not avoidable and shall not
2 be avoided, and no damages may be assessed against any Buyer or any other party, as set forth in
3 Section 363(n).

4 J. Good Faith Purchasers. Each Buyer has proceeded in good faith and without
5 collusion in all respects in connection with the Auction sale process, and each Buyer is therefore
6 entitled to all of the benefits and protections provided to a good-faith purchaser under Section
7 363(m). Accordingly, the reversal or modification on appeal of the authorization provided
8 herein for each Buyer to consummate their purchases of the Purchased Assets shall not affect the
9 validity of the Debtors' sale of the Purchased Assets to each Buyer or their status as "good faith"
10 purchasers.

11 K. No Successor Liability. Each Buyer is not a successor to the Debtors or their
12 bankruptcy estates nor shall any Buyer be deemed to be a mere continuation of the Debtors'
13 operations by any reason or theory of law or equity, including, without limiting the foregoing, no
14 Buyer shall be deemed a successor employer, and each Buyer shall not be subject to successor
15 liability for any assets sold or claims that arose or could have been asserted prior to each
16 applicable closing of the Debtors' sales of the Purchased Assets to each Buyer (each a
17 "Closing").

18 L. Justification for Relief. Good and sufficient reasons for approval of the Debtors'
19 sales of applicable Purchased Assets to each Buyer have been articulated to the Court in the
20 Motion, pleadings filed in support of the Motion, and at the Sale Hearing, and the relief
21 requested in the Motion and set forth in this Sale Order is in the best interests of the Debtors and
22 their estates.

23 M. Free and Clear. In accordance with Section 363(b) and Section 363(f)(2) based
24 on the consent of all creditors with claims secured by the Purchased Assets, by express consent
25 or failure to object or maintain objections to the Motion, the consummation of the Debtors' sales
26 of applicable Purchased Assets to each Buyer, will be legal, valid, and effective transfers and
27 sales of the applicable Purchased Assets and will vest in the applicable Buyer all of the Debtors'
28

1 rights, title, and interests in and to the applicable Purchased Assets, free and clear of all
2 Encumbrances.

3 N. Assumption and Assignment of Desert Surf Lease and Related Cure and
4 Adequate Assurance. The Debtors are seeking to assume the Desert Surf Lease and to assign it
5 to Aliya's. The Debtors have demonstrated that it is an exercise of their sound business
6 judgment to assume and assign the Desert Surf Lease to Aliya's. As agreed by TB LLC on the
7 record at the Sale Hearing, the payment of the Cure Amount of \$17,325 to TB LLC will cure any
8 default existing under the Desert Surf Lease within the meaning of Section 365(b)(1)(A). The
9 Debtors and Aliya's have demonstrated, and TB LLC has agreed that the Debtors and Aliya's
10 have demonstrated, adequate assurance of future performance of and under the Desert Surf Lease
11 within the meaning of Section 365(b)(1)(C). The assumption and assignment of the Desert Surf
12 Lease to Aliya's shall only be effective upon entry of this Sale Order and payment of the Cure
13 Amount of \$17,325 to TB LLC. Pursuant to Section 365(f), the Desert Surf Lease to be assumed
14 by the Debtors and assigned to Aliya's under the APA with Aliya's shall be assigned and
15 transferred to, and remain in full force and effect for the benefit of, Aliya's notwithstanding any
16 provision in the Desert Surf Lease prohibiting its assignment or transfer.

17 O. Assumption and Assignment of Rocket Contracts and Related Cure and Adequate
18 Assurance. The Debtors are seeking to assume the Rocket Contracts and to assign them to
19 Rocket. The Debtors have demonstrated that it is an exercise of their sound business judgment
20 to assume and assign the Rocket Contracts to Rocket. The Cure Amount of \$563,818.88 will be
21 satisfied by Rocket's waiver of the Cure Amount any other claims against the Debtors and their
22 estates and will cure any default existing under the Rocket Contracts within the meaning of
23 Section 365(b)(1)(A). As the assignee, Rocket agrees that, to the extent applicable, adequate
24 assurance of future performance of and under the Rocket Contracts within the meaning of
25 Section 365(b)(1)(C) has been demonstrated. The assumption and assignment of the Rocket
26 Contracts to Rocket, and related waivers of any claims of the Debtors against Rocket, shall only
27 be effective upon entry of this Sale Order and Rocket's payment of the \$300,000 Purchase Price
28 for the Rocket Contracts.

1 P. Prompt Consummation. The Debtors have demonstrated good and sufficient
2 cause to waive the stay requirement under Bankruptcy Rules 6004(h) and 6006(d). Time is of
3 the essence in consummating the Debtors' sales of the Purchased Assets to the applicable
4 Buyers.

5 Q. Legal and Factual Basis. The legal and factual bases set forth in the Motion,
6 supplemental pleadings in support of the Motion, and at the Sale Hearing establish just cause for
7 the relief granted herein.

8 R. Findings and Conclusions. To the extent any of the foregoing findings of fact
9 constitute conclusions of law, they are adopted as such.

10 **IT IS HEREBY ORDERED AS FOLLOWS:**

11 1. The Motion is **GRANTED** as set forth herein. The sales of the Purchased Assets
12 to the applicable Buyers are approved upon the terms and conditions described in the Motion and
13 as set forth in the APAs and/or Bills of Sale entered into by the applicable Debtors as sellers and
14 the applicable Buyers.

15 2. The Debtors are authorized to enter into APAs and/or Bills of Sale with the
16 Buyers and to consummate the sale of the Purchased Assets to the Buyers in accordance with this
17 Sale Order.

18 3. All objections and responses to the Motion that have not previously been
19 overruled, withdrawn, waived, settled or resolved (including by this Sale Order), and all
20 reservations of rights included therein, are hereby overruled and denied.

21 4. The Winning Bidders' offers for the applicable Purchased Assets are the highest
22 and best offers for the applicable Purchased Assets and are hereby approved.

23 5. The Winning Back-Up Bidders' offers for the applicable Purchased Assets are the
24 second highest and best offers for the applicable Purchased Assets and are hereby approved.

25 6. Pursuant to Sections 105(a), 363(b), 363(f), and 365, the sales of the Purchased Assets,
26 including the transfer and sale of the Purchased Assets to the Buyers, the assumption and assignment
27 of the Desert Surf Lease to Aliya's (subject to payment of the Cure Amount), and assumption and
28 assignment of the Rocket Contracts to Rocket (subject to Rocket's payment of the \$300,000 Purchase

Price for the Rocket Contracts), are approved in all respects, and the Debtors are authorized and directed to consummate such sales and to enter into the APAs and/or Bills of Sale with the Buyers, including, without limitation, by executing any documents related to the APAs and/or Bills of Sale and necessary to consummate the transactions thereunder and taking all actions necessary and appropriate to effectuate and consummate such transactions. The Debtors, all creditors, governmental units and other parties-in-interest are bound by, and shall comply with, the provisions of this Sale Order and shall take any and all acts appropriate to facilitate the prompt consummation of the transactions contemplated hereby. The Debtors and the Buyers shall have the right to make any mutually agreeable, non-material changes to the APAs and/or Bills of Sale which shall be in writing signed by both parties without further order of the Court.

7. The conditions of Section 363(f)(2) have been satisfied in full.

8. Pursuant to Sections 105, 363(b), 363(f) and 363(m), the Purchased Assets shall be, and are hereby deemed to be, sold and transferred free and clear of all Encumbrances, except as otherwise provided in any APA and/or Bill of Sale, with any and all such Encumbrances to attach to proceeds (excepting in credit bid sales) of the sales of the Purchased Assets with the same validity (or invalidity), priority, force and effect such Encumbrances had on the Purchased Assets immediately prior to the Closing and subject to the rights, claims, defenses, and objections, if any, of the Debtors and all interested parties with respect to any such asserted Encumbrances, provided that (a) the holders of any valid possessory liens (the “Possessory Liens”), including, but not limited to Lineage and Americold, shall not be required to release goods subject to valid Possessory Liens unless and until the Debtors pay for such goods and (b) notwithstanding anything to the contrary herein, the Debtors shall pay Lineage the balance of its pre-Petition Date claims currently in the amount of \$304,883.24 and past-due post-Petition Date claims currently in the amount of \$53,304.80 from the proceeds of the first payment by Stiebs, or the Winning Back-Up Bidder if applicable, for the acai, provided that, upon paying the foregoing amounts, Lineage shall have no possessory lien against the acai purchased by Stiebs based on Lineage’s claims against the Debtors as of the closing date of the sale of the subject acai to Stiebs.

1 9. As of each applicable Closing, (a) each applicable sale of the Debtors' Purchased
2 Assets shall effect legal, valid, enforceable and effective transfer and sale of the subject Purchased
3 Assets to the relevant Buyer free and clear of all Encumbrances except for Possessory Liens and (2)
4 each applicable APA and/or Bill of Sale and related documents to effectuate the transactions
5 thereunder shall be enforceable against and binding upon, and not subject to rejection or avoidance by,
6 any successor thereto, including a trustee or estate representative appointed in any of these bankruptcy
7 cases, and all other persons and entities.

8 10. For the avoidance of doubt, the Purchased Assets do not include (a) the Debtors'
9 cash, (b) any avoidance actions arising under the Bankruptcy Code and certain other litigation
10 claims, except that the Purchased Assets sold to Rocket include a waiver of any claims of the
11 Debtors and their estates against Rocket, including any claims to recover any payments made to
12 Rocket, (c) any of the Debtors' accounts receivable payable by Dot Foods, Inc., and/or (d) any
13 assets that are not identified as "Purchased Assets" in any APA and/or Bill of Sale.

14 11. Notwithstanding anything to the contrary in this Sale Order, or any notice related
15 thereto, unless Cigna Health and Life Insurance Company and the Debtors agree otherwise, the
16 Employee Benefits Agreements (as defined in the *Limited Objection of Cigna to Debtors'*
17 *Motion for Entry of an Order (1) Approving Sale of Substantially all of the Debtors' Assets Free*
18 *and Clear of all Liens, Claims, Encumbrances, and Interests; (2) Approving Cure Amounts and*
19 *Approving the Assumption and Assignment of Certain Unexpired Leases and Executory*
20 *Contracts; (3) Waiving the 14-Day Stay Periods Set Forth in Bankruptcy rules 6004(h) and*
21 *6006(d); and (4) Granting Related Relief* [Dkt. 372]) shall not be assumed and assigned to any
22 Buyer, and shall not be deemed rejected by this Sale Order.

23 12. This Sale Order shall, as of each relevant Closing, be considered and constitute for all
24 purposes a full and complete general assignment, conveyance, and transfer of the Purchased Assets
25 and/or a bill of sale transferring all of the Debtors' rights, title and interest in and to the subject
26 Purchased Assets to the applicable Buyer. Subject to paragraph 8 hereof, regarding the holders of
27 Possessory Liens, any person or entity in possession of any Purchased Asset as of the Closing shall on
28 the Closing surrender possession of such Purchased Asset to the Buyer thereof. Consistent with, but

1 not in limitation of the foregoing, each and every federal, state, and local governmental agency or
2 department is hereby authorized and directed to accept all documents and instruments necessary and
3 appropriate to consummate the transactions contemplated by the APAs and/or Bills of Sale and
4 approved in this Sale Order.

5 13. The Buyers shall not be deemed, as a result of any action taken in connection with, or
6 as a result of the transactions contemplated by the Sale Motion, the APAs and/or Bills of Sale, and this
7 Sale Order (including the transfer and sale of the Purchased Assets), to: (a) be a successor,
8 continuation or alter ego (or other such similarly situated party) to the Debtors or their estates by
9 reason of any theory of law or equity, including, without limitation, any bulk sales law, doctrine or
10 theory of successor liability, or similar theory or basis of liability, or (b) have, de facto or otherwise,
11 merged with or into the Debtors; or (c) be a mere continuation, alter ego, or substantial continuation of
12 the Debtors, and other than as expressly set forth in the APAs and/or Bills of Sale, the Buyers shall
13 have no liability whatsoever for any debts, liabilities, or obligations of any Debtor, claims of any
14 nature against any Debtor, and/or any conduct, action or inaction of the Debtors or with respect to the
15 Purchased Assets that arose prior to each applicable Closing.

16 14. This Sale Order (1) shall be effective as a determination that, except as expressly set
17 forth in this Sale Order or the APAs and/or Bills of Sale, effective as of each Closing, all
18 Encumbrances existing against the applicable Purchased Assets before applicable Closing (with the
19 exception of Possessory Liens) have been unconditionally released, discharged and terminated, and
20 that the transfers and conveyances described herein have been effected and (b) shall be binding upon
21 and shall govern the acts of all persons and entities. Subject to paragraph 8 hereof, regarding the
22 holders of Possessory Liens, all Encumbrances against Purchased Assets, other than Possessory Liens,
23 which shall only be released upon payment, shall, as of the Closing, be automatically terminated and
24 expunged as against the Purchased Assets. If any person or entity that has filed financing statements
25 or other documents or agreements evidencing any Encumbrances against the Purchased Assets (with
26 the exception of Possessory Liens) shall not have delivered to the Debtors before the applicable
27 Closing, in proper form for filing and executed by the appropriate parties, termination statements,
28 instruments of satisfaction, releases of all Encumbrances which the person or entity has with respect to

1 the Purchased Assets, then applicable Buyer is hereby authorized to execute and file such statements,
2 instruments, releases and other documents on behalf of the person or entity with respect to the
3 applicable Purchased Assets. Notwithstanding the foregoing, the provisions of this Sale Order
4 authorizing the sale of the Purchased Assets free and clear of Encumbrances shall be self-executing
5 and no Buyer shall be required to execute or file any release, termination statement or other instrument
6 in order to implement the provisions of this Sale Order, provided that Possessory Liens shall only be
7 released upon payment owed to the holders of Possessory Liens.

8 15. Except as otherwise provided herein and in an APA or Bill of Sale, all persons
9 (and their respective successors and assigns) holding Encumbrances against the Debtors or the
10 Purchased Assets, are hereby forever barred, estopped and permanently enjoined from asserting
11 or pursuing such Encumbrances against the Buyers, and their respective affiliates, successors or
12 assigns, the Buyers' property, or the Purchased Assets. Except to the extent expressly set forth
13 in an APA or Bill of Sale, all persons and entities, including, without limitation, all debt security
14 holders, all equity security holders, the Debtors' employees or former employees, governmental,
15 tax, regulatory or investigatory authorities of any sort, contract counterparties, licensees, lenders,
16 parties to or beneficiaries under any benefit plan, trade and other creditors asserting or holding
17 any Encumbrances of any kind and every kind whatsoever against, in or with respect to the
18 Debtors, their businesses, or all or any part of the Purchased Assets (whether legal or equitable,
19 secured or unsecured, matured or unmatured, contingent or non-contingent, senior or
20 subordinated), arising under or out of, in connection with, or in any way relating to the Debtors,
21 all or any part of the Purchased Assets, the operation of the Debtors' businesses prior to the
22 Closing, or the transfer of the Purchased Assets to the applicable Buyer (including any rights or
23 claims based on any successor or transferee liability), shall be forever barred, estopped, and
24 permanently enjoined from asserting, prosecuting, or otherwise pursuing such Encumbrances,
25 whether by payment, setoff, or otherwise, directly or indirectly, against a Buyer or its respective
26 affiliate, successor, or assign thereof, or against the Purchased Assets. Following the Closing, no
27 holder of any Encumbrances shall interfere with a Buyer's title to or use and enjoyment of the
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Purchased Assets based on or related to any such Encumbrances or based on any action the Debtors may have taken or may take in the future.

16. The sales of the Purchased Assets are not subject to avoidance by any person or for any reason whatsoever, including, without limitation, pursuant to Section 363(n) and the Buyers shall not be subject to damages, including any costs, fees, or expenses under Section 363(n).

17. The cash elements of the Purchase Price are hereby allocated as follows:

Allocation of Cash Payments											
Assets	Winning Bidder	Winning Bid	Cash or Credit Bid	Ittella	ICLLC	TCI	Mvjojo	NMFD	Karsten	BCI	TTCF-NM
BCI (equipment (Lots 188-226 other than the SACMI Equipment), BCI's accounts receivable, BCI's Inventory, and BCI's intellectual property, if any)	LKV	\$1,450,000.00	Cash							\$1,450,000	
SACMI Equipment	SACMI USA, Ltd.	\$619,413.89	Credit	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Paramount (equipment and all other assets referenced in pages 30 – 43 of the Hilco Valuation Appraisal) [Lots 1-42]).	Stiebs/ Wawona Frozen Foods	\$1,460,000.00	Cash	\$1,460,000							
Vernon (equipment and all other assets referenced in pages 44-46 of the Hilco Valuation Appraisal [Lots 43-59] except if assets are determined not to be assets of the Debtors' estates).											
*Lot 9 assets "Ishida Model CCW-N2-216W-2m, 16-Head Vertical Weigh Scale, S/N 30-PB-198-1760, with Acceleron Vertical Pouch Filler and the platform upon which it sits											
Rocket Executory Contracts (Executory Contracts related to Purchase Orders 210928, 210930, and 220588)	Rocket	\$300,000.00	Cash	\$300,000							
Desert Surf (equipment (Lots 134-187) and Desert Surf Lease of real property from TB LLC located at 1700 Desert Surf Circle., NE Albuquerque, NM, 87107)	Aliya's	\$1,367,000.00	Cash								\$1,367,000
University (equipment (Lots 60-112))	Aliya's	\$1,650,000.00	Cash					\$1,650,000			
Reiser Equipment	Reiser	\$250,000.00	Credit	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Karsten (equipment (Lots 114-119))	Cardenas Three, LLC	\$1,800,000.00	Cash						\$1,800,000		
Karsten (excess equipment (Lots 113 and 122-133))	Cardenas Three, LLC	\$315,000.00	Cash						\$315,000		
Karsten RP	Hilco Real Estate	\$4,575,000.00	Cash						\$4,575,000		
Intellectual Property, which does not include BCI's intellectual property, if any	Planted Ventures	\$775,000.00	Cash	\$740,000				\$35,000			
IC, LLC's equity interests in Ittella Italy SRL	Planted Ventures	\$1,000,000.00	Cash		\$1,000,000						
Organic Acai 12% in pail, Frozen USDA Organic white pail with simple label (~ 1.074 mm kg)	Stiebs, LLC	\$2,824,620.00	Cash	\$2,824,620							
Total (not including (1) 80% recovery to BCI for collections over \$500,000 on BCI's accounts receivable.		\$18,386,033.89									
Total (not including (1) 80% recovery to BCI for collections over \$500,000 on BCI's accounts receivable and (2) credit bid amounts)		\$17,516,620		\$5,324,620	\$1,000,000	\$0	\$0	\$1,685,000	\$6,690,000	\$1,450,000	\$1,367,000
											\$17,516,620

1 18. Other than the payments required to be made to Lineage pursuant to this Sale Order
2 and any payments that are required to be paid to any other holder of a valid Possessory Lien on the
3 BCI Inventory, if any, that is being sold to LKV, the cash proceeds from the sales of the Purchased
4 Assets shall (a) be deposited into a segregated account or accounts maintained at UMB and (b) not be
5 disbursed without further order of the Court.

6 19. Subject to the provisions hereof and the APA with Aliya's, including the
7 requirement that Aliya's pay the Cure Amount of \$17,325 to TB LLC, the Desert Surf Lease
8 shall be deemed assumed by TTCF-NM and assigned to Aliya's effective as of the date of the
9 Closing of the transaction under the APA with Aliya's.

10 20. Subject to the provisions hereof and the APA with Rocket, including the
11 requirement that Rocket pay \$300,000 to Ittella, the Rocket Contracts shall be deemed assumed
12 by Ittella and assigned to Rocket effective as of the date of the Closing of the transaction under
13 the APA with Rocket.

14 21. Pursuant to the terms of the Bid Procedures Order, (a) Hilco Commercial
15 Industrial LLC ("HCI") is entitled to a Break-Up Fee and Expense Reimbursement in the total
16 amount of \$80,000, which amount may be credited against the purchase price for the Karsten RP
17 in the event that Hilco Real Estate or its designee closes a purchase of the Karsten RP or paid to
18 HCI, without further order of the Court and (b) LKV is entitled to a Break-Up Fee and Expense
19 Reimbursement in the total amount of \$26,000, which amount may be credited against the
20 Purchase Price to be paid by LKV for the Purchased Assets that are the subject of its Winning
21 Bid.

22 22. Within three (3) business days of the entry of this Sale Order, the Debtors and/or
23 their agents shall return to Bidders other than the Winning Bidders and the Winning Back-Up
24 Bidders (the "Withdrawn Bidders") the deposits provided by such Withdrawn Bidders.

25 23. The terms and provisions of this Sale Order, as well as the rights granted under the
26 APAs and/or Bills of Sale and related transaction documents, shall continue in full force and effect
27 and are binding upon any successor to the Debtors, or Chapter 7 or Chapter 11 trustee applicable to
28 the Debtors, notwithstanding any such conversion or any dismissal of any of the Debtors' bankruptcy

1 cases. Nothing contained in any Chapter 11 plan confirmed in these bankruptcy cases or in any order
2 confirming such a plan, nor any order dismissing any of the Debtors' bankruptcy cases or converting
3 any of the Debtors' bankruptcy cases to a case under Chapter 7 of the Bankruptcy Code, shall conflict
4 with or derogate from the provisions of the APAs and/or Bills of Sale, any documents or instruments
5 executed in connection therewith, or the terms of this Sale Order. The provisions of this Sale Order
6 and any actions taken pursuant hereto shall survive any conversion or dismissal of the Debtors'
7 bankruptcy cases and the entry of any other order that may be entered in these cases, including any
8 order (a) confirming any plan of reorganization, (b) converting any of these cases from Chapter 11
9 to Chapter 7, (c) appointing a trustee or examiner in any of these cases, including for the avoidance
10 of doubt, a liquidating trustee appointed for the purpose of administering any remaining estate assets
11 for the benefit of the estates' creditors, or (d) dismissing any of these cases.

12 24. The APAs and/or Bills of Sale, any documents or instruments executed in connection
13 therewith, and the transactions thereunder are undertaken without collusion and in "good faith," as that
14 term is defined in Section 363(m). Each of the Buyers is a good faith purchaser within the meaning of
15 Section 363(m) and, as such, is entitled to the full protections of Section 363(m). Accordingly, the
16 reversal or modification on appeal of the authorization provided herein by this Sale Order to
17 consummate the transactions contemplated by this Sale Order shall not affect the validity of the sales
18 of the Purchased Assets to the Buyers.

19 25. The failure to specifically include in this Sale Order any particular provision of an
20 APA and/or Bill of Sale, or any documents or instruments executed in connection therewith, shall not
21 diminish or impair the effectiveness of such provisions, as it is the intent of this Court that the APAs
22 and/or Bills of Sale, and any documents or instruments executed in connection therewith, be
23 authorized and approved in their entirety. Likewise, all of the provisions of this Sale Order are non-
24 severable and mutually dependent.

25 26. The terms and finality of this Sale Order shall apply to each sale of Purchased
26 Assets on an individual Buyer-by-Buyer basis, and the sale to any Buyer of Purchased Assets
27 shall not be subject to, or contingent upon, the closing of any sale to any other Buyer of
28 Purchased Assets.

1 27. Notwithstanding Bankruptcy Rules 6004(h), 6006(d), 7062, or 9014, if applicable, or
2 any other Local Bankruptcy Rule or otherwise, this Sale Order shall not be stayed for 14-days after the
3 entry hereof, but shall be effective and enforceable immediately upon entry pursuant to Bankruptcy
4 Rules 6004(h) and 6006(d). Time is of the essence in approving the transactions contemplated herein
5 (including the transfer and the sale of the Purchased Assets).

6 28. The automatic stay pursuant to Section 362 is hereby lifted with respect to the Debtors
7 to the extent necessary, without further order of this Court, for the Debtors and the Buyers to take any
8 and all actions permitted under the APAs and/or Bills of Sale, and any documents or instruments
9 executed in connection therewith.

10 29. Unless otherwise provided in this Sale Order, to the extent any inconsistency exists
11 between the provisions of any APA and/or Bill of Sale, on one hand, and this Sale Order, on the other
12 hand, the provisions contained in this Sale Order shall govern.

13 30. This Court shall retain exclusive jurisdiction to interpret, construe, and enforce the
14 provisions of the APAs and/or Bills of Sale, any documents or instruments executed in connection
15 therewith, and this Sale Order in all respects, and further, including, without limitation, to (a) hear and
16 determine all disputes between the Debtors and/or any Buyers, (b) compel delivery of the applicable
17 Purchased Assets to the applicable Buyers free and clear of Encumbrances except for the Possessory
18 Liens, (c) compel the delivery of the Purchase Price owed by any Buyer and/or the performance of
19 other obligations owed to the Debtors, and (d) interpret, implement, and enforce the provisions of this
20 Sale Order.

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1 31. Before lodging this Sale Order, the Debtors shall provide a copy of this Sale
2 Order to counsel for UMB, counsel for the Committees, any party that objected to the Sale
3 Motion or their counsel, and any Buyer or their counsel. If there are any objections to the form
4 of this Sale Order, concurrent with the lodging of this Sale Order, the Debtors shall file a
5 declaration regarding the parties that object to the form of this Sale Order.

6 **IT IS SO ORDERED.**

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23 Date: October 4, 2023

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25 Sandra R. Klein
26 United States Bankruptcy Judge
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