IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: LEISURE INVESTMENTS HOLDINGS LLC, *et al.*,[1] Debtors.	Chapter 11 Case No. 25-10606 (LSS) (Jointly Administered) **Docket Ref. Nos. 299, 402, 512, 563 & 729**

ORDER (I) APPROVING ASSET PURCHASE AGREEMENT, (II) APPROVING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS ASSOCIATED WITH MARINELAND DOLPHIN ADVENTURE, LOCATED AT 9600 N. OCEANSHORE BLVD., FLAGLER COUNTY, FLORIDA, FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES, (III) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (IV) GRANTING RELATED RELIEF

Upon the *Debtors' Motion for (I) an Order Establishing Bidding Procedures and Granting Related Relief and (II) an Order or Orders Approving the Sale of the Assets* [Docket No. 299] (the "**Motion**"),[2] pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, 9008, and 9014, and Local Rules 2002-1, 6004-1, and 9006-1, seeking entry of an order (this "**Order**"): (i) approving that certain *Asset Purchase Agreement*, dated as of November 10, 2025, by and between Marineland Leisure Inc., as Seller, and #1 Apex Association, LLC and/or its permitted assignee, as Purchaser (the "**Purchaser**"), a copy of which is attached hereto as **Exhibit A** (including all exhibits, annexes and schedules related thereto, and

[1] Due to the large number of Debtors in these chapter 11 cases a complete list of the Debtors is not provided herein. A complete list of the Debtors along with the last four digits of their tax identification numbers, where applicable, may be obtained on the website of the Debtors' noticing and claims agent at https://veritaglobal.net/dolphinco, or by contacting counsel for the Debtors. For the purposes of these chapter 11 cases, the address for the Debtors is Leisure Investments Holdings LLC, c/o Riveron Management Services, LLC, 600 Brickell Avenue, Suite 2550, Miami, FL 33131.

[2] Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion, the Bidding Procedures Order, or the Purchase Agreement (as defined herein), as applicable.

as the same may be amended from time to time in accordance with the terms thereof and hereof, the "**Purchase Agreement**"); (ii) authorizing and approving consummation of the transactions contemplated by the Purchase Agreement to effectuate the sale of substantially all of the Debtors' assets associated with Marineland Dolphin Adventure, located at 9600 N. Oceanshore Boulevard, Flagler County, Florida (as more fully described in the Purchase Agreement, the "**Purchased Assets**") to the Purchaser, in accordance with the terms and conditions contained in the Purchase Agreement, free and clear of all liens, claims, and encumbrances to the fullest extent permitted by law, except where the Debtors agreed to transfer, and the Purchaser has expressly agreed to permit or assume, certain encumbrances and certain liabilities of the Debtors (solely to the extent expressly set forth and defined in the Purchase Agreement, the "**Permitted Encumbrances**" and the "**Assumed Liabilities**"); (iii) authorizing the assumption and assignment of the Assigned Contracts (as defined in the Purchase Agreement); and (iv) granting related relief; and this Court having entered an order on July 29, 2025 [Docket No. 402] (the "**Bidding Procedures Order**") approving, among other things, the Bidding Procedures in connection with one or more Sales (as defined herein), including the process, timeline, and notice thereof; and the Debtors having determined after an extensive marketing and sale process, and after the Auction held on October 13, 2025 and November 10, 2025, that the Purchaser has submitted the highest or otherwise best bid to purchase the Purchased Assets; and the Debtors having selected the Successful Bidder and the Backup Bidders in accordance with the Bidding Procedures; and upon due, adequate, and sufficient notice of the Motion, the Purchase Agreement, and all other related transactions contemplated thereunder and in this Order (such transactions collectively, the "**Sale**"); and upon the evidentiary record submitted to the Court in support of the Sale; and upon the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware,

dated as of February 29, 2012; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion, the Sale Hearing (as defined herein), and the form of this Order having been provided, and it appearing that no other or further notice need be provided; and this Court having reviewed and considered the Motion, the evidentiary record submitted to the Court in support of the Sale, the Purchase Agreement, and all relief related thereto, any objections or other responses thereto and all replies in support thereof, and the full record in the Chapter 11 Cases, including the record related to the hearing to consider approval of the Bidding Procedures Order (and the Bidding Procedures); and this Court having held a hearing to consider the relief requested in the Motion (the "**Sale Hearing**") and having considered the presentations of counsel made, and the evidence proffered or adduced, at the Sale Hearing, and after due deliberation, this Court having determined that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and this Court having determined that the relief requested is in the best interests of the Debtors, their estates, their creditors, and all parties in interest,

THE COURT HEREBY FINDS THAT:[3]

I. Jurisdiction, Final Order, and Statutory Predicates.

A. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District

[3] These findings and determinations constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. Where appropriate, findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact. All findings of fact and conclusions of law announced by this Court at the Sale Hearing in relation to the Motion are hereby incorporated herein to the extent not inconsistent herewith.

Court for the District of Delaware, dated as of February 29, 2012. Venue of the Chapter 11 Cases and the Motion is proper in this District and in the Court pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding under 28 U.S.C. § 157(b).

B. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). This Court may enter a final order with respect to the Motion, the Sale, and all related relief, in each case, consistent with Article III of the United States Constitution. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order, and, thus, waives any stay and expressly directs that this Order be effective immediately upon entry.

C. The statutory and legal bases for the relief requested in the Motion are sections 105(a), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, 9008, and 9014, and Local Rules 2002-1, 6004-1, and 9006-1.

II. Notice.

D. As further evidenced by the affidavits of service previously filed with this Court, and based on the representations of counsel at the Sale Hearing, due, proper, timely, adequate, and sufficient notice of the Motion, the Sale Hearing, the Sale, the assumption and assignment of the Assigned Contracts to be assumed and assigned to the Purchaser, the cure payments, if any, proposed in respect of each Assigned Contracts (each, a "**Cure Cost**"), and all deadlines related thereto, has been provided to all interested parties and entities in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Bidding Procedures Order. The aforementioned notices were and are timely, proper, sufficient, appropriate, fair, and equitable under the circumstances, and reasonably calculated to provide all interested parties with timely

and proper notice under the circumstances of the Chapter 11 Cases. The Auction was duly noticed. *See* Docket No. 512. No other or further notice with respect to such matters is, or shall be, required.

E. A reasonable opportunity to object and be heard with respect to the Sale, the Motion, and the relief requested therein, including but not limited to the assumption and assignment of the Assigned Contracts and the Cure Costs, has been afforded to all interested parties.

F. The disclosures made by the Debtors concerning the Motion, the Purchase Agreement, the Bidding Procedures, the Auction, and the Sale Hearing were good, complete, and adequate.

III. Business Justification.

G. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for entering into the Purchase Agreement, which provides for, among other things, the sale of the Purchased Assets to the Purchaser. The Debtors have, among other things, determined in their business judgment that, under the circumstances, the benefits of consummating the Sale on the terms and conditions embodied in the Purchase Agreement are in the best interests of the Debtors, their estates and creditors, and all other parties in interest.

IV. Compliance with Bidding Procedures and Bidding Procedures Order

H. As demonstrated by the evidentiary record submitted to the Court in support of the Sale and the representations of counsel made on the record at the Sale Hearing, the Debtors have adequately marketed the Purchased Assets and conducted the sale process in compliance with the Bidding Procedures and the Bidding Procedures Order, and the sale process was conducted in a non-collusive, fair, and good-faith manner. The Debtors have afforded potential purchasers a full and fair opportunity to participate in the bidding process for the Purchased Assets and to make higher or otherwise better offers. In accordance with the Bidding Procedures Order, the bid

submitted by the Purchaser and memorialized by the Purchase Agreement was deemed a Qualified Bid and the Purchaser was a Qualified Bidder eligible to participate at the Auction. In accordance with the Bidding Procedures and the Bidding Procedures Order, the Debtors determined that the bid submitted by the Purchaser and memorialized by the Purchase Agreement is the highest or otherwise best offer for the Purchased Assets received by the Debtors.

V. Sale in Best Interests.

I. Approval of the Purchase Agreement, the Sale, and all related transactions at this time, and the actions to be taken by the Debtors and the Purchaser, are appropriate under the circumstances of the Chapter 11 Cases and are in the best interests of the Debtors, their estates and creditors, and all other parties in interest. The Debtors have demonstrated both (i) good, sufficient, and sound business purposes and justifications, and (ii) compelling circumstances for the Sale other than in the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code, in that, among other things, the immediate consummation of the Sale to the Purchaser is necessary and appropriate to maximize the value of the Debtors' estates.

J. The Debtors determined, in their reasonable business judgment, in a manner consistent with their fiduciary duties and after consultation with the Committee and the Lenders that the Purchaser's Qualified Bid, as documented in the Purchase Agreement, was the highest or otherwise best Qualified Bid for the Purchased Assets. Consummating the Sale will yield greater value to the Debtors' estates than would have been provided by any other available alternative transaction.

VI. Good Faith of Purchaser.

K. The Debtors and the Purchaser, and their respective counsel and other advisors, have not engaged in any conduct that would cause or permit the Purchase Agreement or the consummation of the Sale to be avoided, or costs or damages to be imposed, under section 363(n)

of the Bankruptcy Code. The Purchaser has not acted in a collusive manner with any Person, and the purchase price was not controlled by any agreement among bidders, all of whom acted in good faith, at arm's length, and in a non-collusive manner. The Purchase Agreement was negotiated, proposed, and entered into by the Debtors and the Purchaser without collusion, in good faith, and from arm's-length bargaining positions.

L. None of the Debtors or the Purchaser has engaged in any conduct that would prevent the application of section 363(m) of the Bankruptcy Code. Among other things, (i) the Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Purchased Assets; (ii) the Debtors and the Purchaser complied with the provisions of the Bidding Procedures Order and the Bidding Procedures; (iii) the Purchaser's bid was selected after an open, competitive bidding process in accordance with the Bidding Procedures Order and the Bidding Procedures; (iv) the Debtors and the Purchaser, and their respective management, board of directors, board of managers (or comparable governing authority), employees, agents, advisors, and representatives, as applicable, each actively participated in the bidding process and in the Auction, and each acted in good faith and without collusion or fraud of any kind; (v) all payments to be made by the Purchaser, and other agreements or arrangements entered into by the Purchaser in connection with the Sale have been disclosed; (vi) the Debtors designated the Successful Bidder and the Backup Bidders for the Purchased Assets in accordance with the Bidding Procedures and the Bidding Procedures Order; and (vii) no common identity of directors or controlling stockholders exists between the Purchaser, on the one hand, and the Debtors, on the other hand.

M. The Purchaser is purchasing the Purchased Assets in good faith and for fair and reasonable consideration, and the Purchaser is a good-faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and is not an "insider" of any Debtor (as defined under

section 101(31) of the Bankruptcy Code). The protections afforded by section 363(m) of the Bankruptcy Code are integral to the Sale, and the Purchaser would not consummate the Sale without such protections. The Purchaser is therefore entitled to the full rights, benefits, privileges, and protections afforded under section 363(m) of the Bankruptcy Code and any other applicable or similar bankruptcy and nonbankruptcy law in connection with this proceeding, the Sale, each term of the Purchase Agreement (and any ancillary documents executed in connection therewith), and each term of this Order.

VII. Highest or Otherwise Best Offer

N. As demonstrated by the evidentiary record submitted to the Court in support of the Sale and the arguments of counsel made on the record at the Sale Hearing, the Debtors' marketing and sale process with respect to the Purchased Assets in accordance with the Bidding Procedures (including the Debtors' stalking horse marketing process with respect to the Purchased Assets and the marketing and auction process set forth in the Bidding Procedures and the Bidding Procedures Order) afforded a full, fair, and reasonable opportunity for any Person to make a higher or otherwise better offer to purchase the Purchased Assets. The Debtors conducted a marketing and auction process in accordance with, and have otherwise complied in all respects with, the Bidding Procedures and the Bidding Procedures Order. The Auction was conducted in a non-collusive, fair, and good faith manner.

O. As demonstrated by the evidentiary record submitted to the Court in support of the Sale and the arguments of counsel made on the record at the Sale Hearing, the Sale constitutes the highest or otherwise best offer for the Purchased Assets, and the Debtors' determination (after consultation with the Committee and the Lenders) that the Sale maximizes value for the benefit of the Debtors' estates and constitutes the highest or otherwise best offer for the Purchased Assets each constitutes a valid and sound exercise of the Debtors' business judgment and is in accordance

and compliance with the Bidding Procedures and the Bidding Procedures Order. The Purchase Agreement provides fair and reasonable terms for the purchase of the Purchased Assets.

P. Approval of the Motion and the Sale and the prompt consummation of the transactions contemplated thereby will maximize the value of each of the Debtors' estates and are in the best interests of the Debtors, their estates, their creditors, and other parties in interest.

VIII. Corporate Authority.

Q. Each applicable Debtor (i) has full requisite corporate or other organizational power and authority to execute, deliver, and perform the Purchase Agreement, and to consummate the Sale contemplated thereby, and such execution, delivery, and performance have been duly and validly authorized by all necessary corporate or other organizational action of each applicable Debtor, (ii) has taken all requisite corporate or other organizational action and formalities necessary to authorize and approve the execution, delivery, and performance of the Purchase Agreement and the consummation by the Debtors of the Sale contemplated thereby, including as required by their respective organizational documents, and, upon execution thereof, each such agreement executed by such Debtor will be duly and validly executed and delivered by such Debtor and enforceable against such Debtor in accordance with its terms and, assuming due authorization, execution, and delivery thereof by the other parties thereto, will constitute a valid and binding obligation of such Debtor. No government, regulatory, or other consents or approvals, other than those expressly provided for in the Purchase Agreement, are required for the execution, delivery, and performance by the Debtors of the Purchase Agreement, for the consummation of the Sale contemplated thereby, or for the parties to take, or cause to be taken, all such other actions as may be reasonably necessary to effectuate or evidence the Sale contemplated by the Purchase Agreement.

IX. No Merger; Purchaser Not an Insider; No Successor Liability.

R. The Purchaser is not a "successor" to, a mere continuation of, or an alter ego of the Debtors or their estates, and there is no continuity of enterprise or common identity between the Purchaser and the Debtors by reason of any theory of law or equity. The Purchaser is not holding itself out to the public as a successor to or a continuation of the Debtors or their estates. The Sale does not amount to a consolidation, succession, merger, mere continuation of, combination of, or de facto merger of Purchaser and the Debtors. Immediately prior to the Closing Date, the Purchaser was not an "insider" or "affiliate" of the Debtors, as those terms are defined in the Bankruptcy Code, and no common identity of incorporators, directors, or controlling stockholders existed between the Debtors and the Purchaser. The transfer of the Purchased Assets to the Purchaser, except as otherwise explicitly set forth in the Purchase Agreement or this Order and except with respect to the Permitted Encumbrances and the Assumed Liabilities, does not, and will not, subject the Purchaser to any liability whatsoever, with respect to the Debtors or the operation of the Debtors' businesses prior to the Closing or by reason of such transfer, including under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, or any foreign jurisdiction, based, in whole or in part, directly or indirectly, on any, or any theory of, successor, vicarious, antitrust, environmental, revenue, pension, ERISA, tax, labor (including any WARN Act), employment or benefits, de facto merger, business continuation, substantial continuity, alter ego, derivative, transferee, veil piercing, escheat, continuity of enterprise, mere continuation, product line, products liability, or other applicable law, rule, or regulation (including filing requirements under any such law, rule, or regulation), or theory of liability, whether now known or unknown, now existing or hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether matured or unmatured, whether liquidated or unliquidated, whether arising prior to or subsequent to the Commencement Date,

whether imposed by agreement, understanding, law, equity, or otherwise, including, but not limited to, liabilities on account of warranties, loans, and receivables among the Debtors, and any taxes, arising, accruing, or payable under, out of, in connection with, or in any way relating to the cancellation of debt of the Debtors, or in any way relating to the operation of any of the Purchased Assets prior to the Closing (collectively, the "**Successor or Other Liabilities**"). Pursuant to the Purchase Agreement, the Purchaser shall have no liability for the Excluded Liabilities.

X. Binding and Valid Transfer.

S. The transfer of the Purchased Assets to the Purchaser will be a legal, valid, and effective transfer of the Purchased Assets, and will vest the Purchaser with all right, title, and interest of the Debtors to the Purchased Assets free and clear, to the fullest extent permitted by law, of all Interests (as defined below) (other than the Permitted Encumbrances and the Assumed Liabilities), as set forth in the Purchase Agreement. Immediately prior to consummating the Sale, the Purchased Assets constitute property of the Debtors' estates, good title is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code, and the Debtors are the sole and rightful owners of the Purchased Assets. Upon and following the consummation of the Sale, the Purchaser shall be vested with good and marketable title to the Purchased Assets and shall be the sole and rightful owner of the Purchased Assets.

T. The Purchase Agreement is a valid and binding contract between the Debtors and the Purchaser. The Purchase Agreement was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia, or foreign jurisdiction. As demonstrated by the evidentiary record submitted to the Court in support of the Sale, the consideration provided by the Purchaser in respect of the Sale (i) is fair and reasonable, (ii) is the highest or otherwise best offer for the Purchased Assets, (iii) will provide a greater recovery for

the Debtors' creditors more expeditiously than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia, and any foreign jurisdiction (including the Uniform Fraudulent Conveyance Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Transfer Act, and similar laws and acts). Neither the Debtors nor the Purchaser is entering into the Sale contemplated by the Purchase Agreement fraudulently for the purpose of statutory and common-law fraudulent conveyance and fraudulent transfer claims.

XI. Section 363(f) Is Satisfied.

U. The conditions of section 363(f) of the Bankruptcy Code have been satisfied in full with respect to each Interest in the Purchased Assets; therefore, the Debtors may sell the Purchased Assets free and clear of all Interests (other than the Permitted Encumbrances and the Assumed Liabilities), including, but not limited to, the Successor or Other Liabilities.

V. The Purchaser would not have entered into the Purchase Agreement and would not consummate the transactions contemplated thereby if (i) the sale of the Purchased Assets to the Purchaser was not free and clear of all Interests (other than the Permitted Encumbrances and the Assumed Liabilities) of any kind or nature whatsoever, or (ii) if the Purchaser would, or in the future could, be liable for any of the Interests (other than the Permitted Encumbrances and the Assumed Liabilities). The Purchaser will not consummate the transactions contemplated by the Purchase Agreement unless this Court expressly orders that none of the Purchaser or the Purchaser's Affiliates or Subsidiaries or any of their respective officers, directors, partners, principals, direct and indirect shareholders, parents, divisions, agents, professionals, representatives, successors, or assigns (collectively, the "**Purchaser Parties**" and each a "**Purchaser Party**"), or their respective assets or properties, including, without limitation, the

Purchased Assets will have any liability whatsoever with respect to, or be required to satisfy in any manner, whether at law or in equity, or by payment, or otherwise, directly or indirectly, any Interests (other than the Permitted Encumbrances and the Assumed Liabilities), including rights or claims based on any Successor or Other Liabilities. The total consideration to be provided under the Purchase Agreement reflects the Purchaser's reliance on this Order to provide it, pursuant to sections 105(a) and 363 of the Bankruptcy Code, with title to and possession of the Purchased Assets free and clear of all Interests (other than the Permitted Encumbrances and the Assumed Liabilities) of any kind or nature whatsoever (including, without limitation, any potential Successor or Other Liabilities).

W. Not transferring the Purchased Assets free and clear of all Interests (other than the Permitted Encumbrances and the Assumed Liabilities), including rights or claims based on any successor, transferee, derivative, or vicarious liability or any similar theory and/or applicable state, federal, or foreign law or otherwise, would adversely impact the Debtors' efforts to maximize the value of their estates, and the transfer of the Purchased Assets other than pursuant to a transfer that is free and clear of all Interests (other than the Permitted Encumbrances and the Assumed Liabilities) of any kind or nature whatsoever would be of substantially less benefit to the Debtors' estates.

X. The Debtors may sell the Purchased Assets free and clear of all Interests (other than the Permitted Encumbrances and the Assumed Liabilities) because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Those holders of Interests that did not timely object to the Sale or the Motion or withdrew objections to the Sale or the Motion are deemed to have consented to the Sale and the Motion pursuant to section 363(f)(2) of the Bankruptcy Code. All other Interests (except to the extent that such Encumbrances

are Permitted Encumbrances or Assumed Liabilities) fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code. All holders of Interests are adequately protected by having their Interests, if any, in each instance against the Debtors, their estates, or any of the Purchased Assets attach to the net cash proceeds of the Sale ultimately attributable to the Purchased Assets in which such holder alleges an Interest, in the same order of priority, with the same validity, force, and effect that such Interest had prior to the Sale, subject to any claims and defenses the Debtors and their estates may possess thereto.

XII. Cure Costs and Adequate Assurance of Future Performance

Y. The assumption and assignment of the Assigned Contracts pursuant to the terms of this Order is integral to the Purchase Agreement and is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors. The assumption and assignment of the Assigned Contracts (i) is necessary to sell the Purchased Assets to the Purchaser, (ii) allows the Debtors to maximize the value of the Purchased Assets, including the Assigned Contracts, (iii) limits the losses suffered by counterparties to the Assigned Contracts (the "**Counterparties**"), and (iv) maximizes the recoveries to other creditors of the Debtors by limiting the amount of claims against the Debtors' estates by avoiding the rejection of the Assigned Contracts. For these reasons, the Debtors have exercised sound business judgment in assuming and assigning the Assigned Contracts and such assumption and/or assignment is in the best interests of the Debtors' estates.

Z. Pursuant to section 365(f) of the Bankruptcy Code, each Purchased Contract to be assumed and assigned under the Purchase Agreement shall be assigned and transferred to, and remain in full force and effect for the benefit of, the Purchaser, notwithstanding any provision in such contract prohibiting, restricting, or conditioning its assignment or transfer. No section of any of the Assigned Contracts that would prohibit, restrict, or condition, whether directly or indirectly,

the use, assumption, or assignment of any of the Assigned Contracts in connection with the Sale shall have any force or effect.

AA. Subject to the terms of the Purchase Agreement, the Debtors have cured or have demonstrated the ability to cure any default under any Purchased Contract with respect to any act or omission that occurred prior to the date of assignment of such Purchased Contract. The Debtors' promises to pay the Cure Costs on or prior to the applicable assignment date and the Purchaser's promises to perform the obligations under the Assigned Contracts thereafter shall constitute adequate assurance of their future performance of and under the Assigned Contracts, within the meaning of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. Pursuant to the Bidding Procedures Order, all Counterparties that failed to file with the Court and serve on the Objection Notice Parties a timely objection are forever barred from asserting any such objection with regard to the assumption or assignment of their Assigned Contracts. The Court finds that, with respect to all such Assigned Contracts, the payment of Cure Costs is appropriate and is deemed to fully satisfy the Debtors' obligations under section 365(b) of the Bankruptcy Code. Accordingly, all of the requirements of sections 365(b) and 365(f) of the Bankruptcy Code have been satisfied for the assumption and the assignment by the applicable Debtor to the Purchaser of each of the Assigned Contracts. To the extent any Purchased Contract is not an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code, it shall be transferred to the Purchaser in accordance with the terms of this Order that are applicable to the Purchased Assets.

XIII. Not a *Sub Rosa* Plan.

BB. The Sale does not constitute a *sub rosa* chapter 11 plan or an element of such plan for which approval has been sought without the protection that a disclosure statement would afford. The Sale neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates a liquidating plan for any of the Debtors.

XIV. Necessity of Order.

CC. The Purchaser would not have entered into the Purchase Agreement and would not consummate the Sale without all of the relief provided for in this Order. The consummation of the Sale pursuant to this Order and the Purchase Agreement is necessary for the Debtors to maximize the value of their estates and make cash distributions to creditors as swiftly as possible for the benefit of the Debtors, their estates and creditors, and all other parties in interest.

XV. Compelling Circumstances for an Immediate Sale.

DD. The Debtors' decision to enter into the Purchase Agreement and to consummate the Sale represents an exercise of sound business judgment. The Debtors have demonstrated both (i) good, sufficient, and sound business purposes and justifications for approving the Purchase Agreement and (ii) compelling circumstances for the immediate approval and consummation of the Sale contemplated by the Purchase Agreement outside the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code before, and outside of, a plan of reorganization or liquidation, in that the prompt consummation of the Sale to the Purchaser is necessary and appropriate to maximize the value of the Debtors' estates and to expedite cash distributions to creditors. Accordingly, there is cause to lift the stay contemplated by Bankruptcy Rules 6004 and 6006 with respect to the transaction contemplated by this Order.

XVI. Final Order.

EE. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to the extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no just reason for delay in the implementation of this Order and expressly directs entry of judgment as set forth herein.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

I. General Provisions.

1. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to the Chapter 11 Cases pursuant to Bankruptcy Rule 9014. To the extent that any of the findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the conclusions of law constitute findings of fact, they are adopted as such.

2. As applicable to the Sale of the Purchased Assets, the Motion and the relief requested therein is granted and approved, and the Sale and the transactions contemplated in the Motion and the Purchase Agreement are approved, in each case as set forth herein and on the record of the Sale Hearing, which is incorporated herein as if fully set forth in this Order.

3. All objections to, reservations of rights regarding, or other responses to the Motion or the relief requested therein, the Purchase Agreement, the Sale, the entry of this Order, or the relief granted herein, including any objections to the Cure Costs or the assumption and/or assignment of any of the Assigned Contracts, that have not been withdrawn, waived, or settled, or that have not otherwise been resolved pursuant to the terms hereof, as announced to the Court at the Sale Hearing, or by stipulation filed with the Court, are hereby denied and overruled on the merits with prejudice. Those parties who did not timely object to the Motion or the entry of this Order, or who withdrew their objections thereto, are deemed to have consented to the relief granted herein for all purposes, including without limitation, pursuant to section 363(f)(2) of the Bankruptcy Code.

II. Authorization to Enter into the Purchase Agreement.

4. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, the Debtors are authorized and empowered to take any and all actions necessary or appropriate to (a) consummate

the Sale pursuant to and in accordance with the terms and conditions of the Purchase Agreement, (b) close the Sale as contemplated in the Purchase Agreement and this Order, and (c) execute and deliver, perform under, consummate, implement, and take any and all other acts or actions as may be reasonably necessary or appropriate to the performance of their obligations as contemplated by the Purchase Agreement, including the assumption and assignment to the Purchaser of the Assigned Contracts and the Assumed Liabilities, in each case without further notice to or order of this Court and including any actions that otherwise would require further approval by the Counterparties, shareholders, members, or boards of directors or managers, or similar governing bodies, as the case may be, without the need of obtaining such approvals, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement and the Sale. The Debtors are further authorized to pay, without further order of this Court, whether before, at, or after the Closing, any amounts that become payable by the Debtors pursuant to the Purchase Agreement, together with other fees and expenses approved by the Court.

III. Transfer of the Purchased Assets.

5. Pursuant to sections 105(a), 363(b), 363(f), 365(b), and 365(f) of the Bankruptcy Code, the Debtors shall transfer the Purchased Assets, including, but not limited to, the Assigned Contracts, to the Purchaser in accordance with the terms of the Purchase Agreement; such transfer shall constitute a legal, valid, binding, and effective transfer of such Purchased Assets; and the Purchaser shall take title to and possession of such Purchased Assets free and clear of all Interests. Any and all valid and perfected Interests in the Purchased Assets shall attach solely to the net proceeds of the Sale with the same validity, force, and effect, if any, and in the same order of priority, that they have now as against the Purchased Assets, subject to any rights, claims, and defenses the Debtors or their estates, as applicable, may possess with respect thereto.

6. The transfer of the Purchased Assets to the Purchaser in accordance with the terms of the Purchase Agreement will be a legal, valid, enforceable, and effective sale and transfer of the Purchased Assets and the Assumed Liabilities and (i) will vest the Purchaser with all legal, equitable, and beneficial right, title, and interest of the Debtors to the Purchased Assets free and clear of all Interests (other than the Permitted Encumbrances and the Assumed Liabilities) of any kind or nature whatsoever, including, without limitation, rights or claims based on any Successor or Other Liabilities, and (ii) will render the Purchaser fully liable for any and all Assumed Liabilities, and assumption of any Assumed Liabilities by the Purchaser shall constitute a legal, valid, and effective delegation of any Assumed Liabilities to the Purchaser and shall divest the Debtors of all liability with respect to any Assumed Liabilities. Notwithstanding anything to the contrary in this Order or the Purchase Agreement, upon the Closing, no Person shall be permitted to commence or continue, and all such Persons are hereby barred, estopped and permanently enjoined from commencing or continuing, any action against, or seeking payment from, the Debtors or their Affiliates with respect to the Assumed Liabilities, other than with respect to any administrative action necessary to change the applicable party in any proceeding from the Debtors or their Affiliates to the Purchaser.

7. The transfer of the Purchased Assets to the Purchaser will be a legal, valid, and effective transfer of the Purchased Assets, which transfer vests or will vest the Purchaser with all right, title, and interest to the Purchased Assets free and clear of (i) all liens (including any liens as that term is defined in section 101(37) of the Bankruptcy Code) and Encumbrances (as defined in the Purchase Agreement) relating to, accruing, or arising any time prior to the Closing Date (collectively, the "**Liens**"), and (ii) all debts (as that term is defined in section 101(12) of the Bankruptcy Code) arising under, relating to, or in connection with any act of the Debtors or claims

(as that term is defined in section 101(5) of the Bankruptcy Code), liabilities, obligations, demands, guaranties, options in favor of third parties, rights, contractual commitments, restrictions, interests, mortgages, hypothecations, charges, indentures, loan agreements, instruments, collective bargaining agreements, leases, licenses, deeds of trust, security interests or similar interests, conditional sale or other title retention agreements and other similar impositions, restrictions on transfer or use, pledges, judgments, claims for reimbursement, contribution, indemnity, exoneration, infringement, products liability, alter ego liability, suits, credits, allowances, options, limitations, causes of action, choses in action, rights of first refusal or first offer, rebates, chargebacks, credits, or returns, proxies, voting trusts or agreements or transfer restriction under any shareholder or similar agreement or encumbrance, easements, rights of way, encroachments, and matters of any kind and nature, whether arising prior to or subsequent to the Commencement Date, whether known or unknown, legal or equitable, matured or unmatured, contingent or noncontingent, liquidated or unliquidated, asserted or unasserted, whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, rights with respect to Claims (as defined below) and liens (including any Liens) (A) that purport to give to any party a right or option to effect any forfeiture, modification, profit sharing interest, right of first refusal, purchase or repurchase right or option, or termination of, any of the Debtors' or the Purchaser's interests in the Purchased Assets, or any similar rights, if any, or (B) in respect of taxes, restrictions, rights of first refusal, charges of interests of any kind or nature, if any, including without limitation, any restriction of use, voting, transfer, receipt of income, or other exercise of any attribute of ownership) (collectively, as defined in this clause (ii), the "**Claims**," and together with the Liens and any other interests of any kind or nature whatsoever, the "**Interests**"), relating to, accruing, or arising any time prior to the Closing Date or from and after the Closing but which arise out of

relate to any act, omission, circumstances, breach, default, or other event occurring prior to the Closing, with the exception of the Permitted Encumbrances and the Assumed Liabilities, which Permitted Encumbrances and the Assumed Liabilities shall be assumed by the Purchaser, pursuant to this Order to the extent set forth in the Purchase Agreement.

8. Except as expressly assumed by the Purchaser under the Purchase Agreement, the transfer of the Purchased Assets to the Purchaser and the assignment to the Purchaser of the Assigned Contracts will not subject the Purchaser to any liability whatsoever which may become due or owing under the Assigned Contracts prior to the Closing Date, or by reason of such transfer under the laws of the United States, any state, territory, or possession thereof, or the District of Columbia, or foreign jurisdiction, based, in whole or in part, directly or indirectly, on any theory of law or equity, including any Successor or Other Liabilities.

9. The Purchase Agreement is a valid and binding contract between the Debtors and the Purchaser and shall be enforceable pursuant to its terms. The Purchase Agreement, the Sale, and the consummation thereof shall also be specifically enforceable against and binding in all respects upon (without posting any bond), without limitation, the Debtors, their estates, all creditors, all holders of equity interests in any Debtor, all holders of Claims (whether known or unknown) against the Debtors, all holders of Liens (as defined below) or other Interests against, in, or on all or any portion of the Purchased Assets, the Purchaser, and all successors and assigns of each of the foregoing, including, without limitation, any trustee subsequently appointed in the Chapter 11 Cases or upon a conversion of the Chapter 11 Cases to cases under chapter 7 under the Bankruptcy Code, and any Person seeking to assert rights on behalf of any of the foregoing or that belong to the Debtors' estates, and shall not be subject to rejection or avoidance by the foregoing parties or any other Person.

10. The Purchase Agreement was not entered into for the purpose of hindering, delaying, or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia, or foreign jurisdiction. As demonstrated by the evidentiary record submitted to the Court in support of the Sale, the consideration provided by the Purchaser for the Purchased Assets pursuant to the Purchase Agreement (i) is fair and reasonable, (ii) is the highest or otherwise best offer for the Purchased Assets, (iii) will provide a greater recovery for the Debtors' creditors than would be provided by any other practical available alternative, and (iv) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia, and any foreign jurisdiction (including the Uniform Fraudulent Conveyance Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Transfer Act, and similar laws and acts). Neither the Debtors nor the Purchaser is entering into the transactions contemplated by the Purchase Agreement with any fraudulent or otherwise improper purpose, including for the purpose of statutory and common-law fraudulent conveyance and fraudulent transfer.

11. Each and every federal, state, local, and other governmental agency, governmental department, filing agent, filing officer, title agent, recording agency, secretary of state, federal, state, and local official, and any other persons and entity who may be required by operation of law, the duties of their office or contract, to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Purchased Assets, is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Sale contemplated by the Purchase Agreement. Neither the Debtors nor the Purchaser shall be required to execute or file releases, termination statements,

assignments, consents, or other instruments or documents in order to effectuate, consummate, and implement the provisions of this Order. The Purchaser may, but shall not be required to, file a certified copy of this Order in any filing or recording office in any federal, state, county, or other territory or jurisdiction in which any of the Debtors or their Affiliates is incorporated or has real or personal property, or with any other appropriate clerk or recorded with any other appropriate recorder, and such filing or recording shall be accepted and shall be sufficient to release, discharge, and terminate any of the Interests as set forth in this Order as of the Closing Date.

12. On the Closing Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release its Liens, if any, in the Purchased Assets, as such Liens may otherwise exist. If any Person that has filed a financing statement, mortgage, mechanic's lien, *lis pendens*, or other statement, document, or agreement evidencing an Interest in any portion of the Purchased Assets (other than statements or documents with respect to Permitted Encumbrances or Assumed Liabilities) shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases, and/or other similar documents necessary for the purpose of documenting the release of all Interests that such Person has in the Purchased Assets, then (i) the Debtors are hereby authorized to execute and file such statements, instruments, releases, and/or other similar documents on behalf of such Person with respect to the Purchased Assets, (ii) the Purchaser is hereby authorized to file, register, or otherwise record a certified copy of this Order that, once filed, registered, or otherwise recorded, shall constitute conclusive evidence of the release of all Interests of any kind or nature in the Purchased Assets, and (iii) the Purchaser may seek in this Court, or any other court of appropriate jurisdiction, to compel the appropriate parties to execute termination statements, instruments of

satisfaction, releases, and/or other similar documents with respect to all Interests that such Person has in the Purchased Assets. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, or local government agency, department, or office.

13. The Debtors and the Purchaser shall have no obligation to proceed with the Closing until all conditions precedent to their obligations to proceed have been met, satisfied, or waived in accordance with the terms of the Purchase Agreement.

14. Unless the Purchaser otherwise consents, all Persons that are in or come into possession of any portion of the Purchased Assets, at any time prior to the Closing Date, are hereby directed to surrender possession of such Purchased Assets to the Purchaser on the Closing Date, or at such time thereafter as the Purchaser may request. Subject to the terms of this Order, all Persons are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Purchased Assets to the Purchaser in accordance with the terms of the Purchase Agreement and this Order. Following the Closing, no holder of an Interest in the Debtors shall interfere with the Purchaser's title to or use and enjoyment of the Purchased Assets based on or related to such Interest or any actions that the Debtors may take in the Chapter 11 Cases.

15. This Order is and shall be binding upon and govern the acts of all Persons (including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons or entities) who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to

report or insure any title or state of title in or to any lease; and each of the foregoing Persons shall accept for filing any and all of the documents and instruments necessary and appropriate to release, discharge, and terminate any of the Interests or to otherwise consummate the transactions contemplated by the Purchase Agreement and this Order.

16. To the maximum extent permitted under applicable law, the Purchaser shall be authorized, as of the Closing Date, to operate under any license, permit, registration, and governmental authorization or approval of the Debtors with respect to the Purchased Assets, and all such licenses, permits, registrations, and governmental authorizations or approvals are deemed to have been, and hereby are, authorized to be transferred to the Purchaser as of the Closing Date. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may deny, revoke, suspend, or refuse to renew any permit, license, or similar grant relating to the operations of the Purchased Assets on account of the filing or pendency of the Chapter 11 Cases or the consummation of the transactions contemplated by the Purchase Agreement, including the Sale and the assumption and assignment of the Assigned Contracts. To the extent any license or permit necessary for the operation of the business of the Debtors is determined not to be an executory contract assumable and assignable under section 365 of the Bankruptcy Code or otherwise transferable to the Purchaser, the Purchaser may apply for and obtain any necessary license or permit promptly and the Debtors are hereby authorized to cooperate with the Purchaser in connection with any such application as the Purchaser deems reasonably necessary or desirable, pursuant to the provisions of the Purchase Agreement and consistent with all applicable non-bankruptcy law.

17. Notwithstanding anything to the contrary herein, as of or following the Closing Date, as applicable, the Purchaser shall assume, discharge, perform, or otherwise satisfy or address the Assumed Liabilities, subject to the terms of the Purchase Agreement.

IV. Assumption and Assignment of Assigned Contracts.

18. Pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing of the Sale, the applicable Debtors' assumption and assignment, to the Purchaser, and the Purchaser's acceptance of, the Assigned Contracts, on the terms set forth in the Purchase Agreement, is hereby approved, and the requirements of section 365(b)(1) and 365(f)(2) with respect thereto are hereby found and deemed to be satisfied.

19. The Debtors are hereby authorized and, unless the Debtors (in consultation with the Committee, the DIP Lenders, and the Prepetition First Lien Secured Parties) and the Purchaser otherwise agree, directed in accordance with sections 105(a), 363, and 365 of the Bankruptcy Code to (a) assume and assign to the Purchaser, effective upon the Closing Date, the Assigned Contracts free and clear of all Interests (other than the Permitted Encumbrances and the Assumed Liabilities) and (b) execute and deliver to the Purchaser such documents or other instruments as Purchaser deems may be necessary to assign and transfer the Assigned Contracts to the Purchaser.

20. With respect to the Assigned Contracts, and with respect to the Sale of the Purchased Assets to the Purchaser: (a) the Debtors may assume each of the Assigned Contracts in accordance with section 365 of the Bankruptcy Code; (b) the Debtors may assign each Purchased Contract in accordance with the Purchase Agreement and sections 363 and 365 of the Bankruptcy Code, and, to the extent provided in section 365 of the Bankruptcy Code, such assignment may occur notwithstanding and without giving effect to any provisions in any Purchased Contract that prohibit or condition the assignment of such Purchased Contract or allow the party to such Purchased Contract to terminate, recapture, impose any penalty, condition renewal or extension,

or modify any term or condition upon the assignment of such Purchased Contract, which provisions constitute unenforceable anti-assignment or ipso facto provisions which are void and of no force and effect; (c) all other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment, as applicable, to the Purchaser of each Purchased Contract have been satisfied; and (d) effective upon the Closing Date, the Assigned Contracts shall be transferred and assigned to, and from and following the Closing Date remain in full force and effect for the benefit of, the Purchaser, notwithstanding any provision in any Purchased Contract that prohibits, restricts, or conditions such assignment or transfer and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors shall be relieved from any further liability with respect to the Assigned Contracts after such assumption and assignment to the Purchaser. For the avoidance of doubt, the Purchaser shall be responsible for obligations arising under Assigned Contracts solely to the extent provided for in the Purchase Agreement, including, without limitation, with respect to the Permitted Encumbrances and the Assumed Liabilities. To the extent any provision in any Purchased Contract assumed and assigned pursuant to this Order (i) prohibits, restricts, or conditions, or purports to prohibit, restrict, or condition, such assumption and assignment or assignment (including, without limitation, any "change of control" provision), or (ii) is modified, breached, or terminated, or deemed modified, breached, or terminated by any of the following: (A) the commencement of the Chapter 11 Cases, (B) the insolvency or financial condition of any of the Debtors at any time before the closing of the Chapter 11 Cases, (C) the Debtors' assumption and/or assignment of such Purchased Contract, (D) a change of control or similar occurrence, or (E) the consummation of the Sale, then such provision shall be deemed modified so as not to entitle the non-Debtor party thereto to prohibit, restrict, or condition such assumption and assignment or assignment, to modify, terminate, or declare a breach or default

under such Purchased Contract, or to exercise any other default-related rights or remedies with respect thereto. With respect to the Sale of the Purchased Assets to the Purchaser, all such provisions constitute unenforceable anti-assignment or ipso facto provisions that are void and of no force and effect pursuant to sections 365(b), 365(e), and 365(f) of the Bankruptcy Code.

21. All defaults or other obligations of the Debtors under the Assigned Contracts arising or accruing prior to the Closing Date, or required to be paid pursuant to section 365 of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts, shall be cured by the Debtors to the extent set forth in the Purchase Agreement and this Order.

22. All requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Purchaser of the Assigned Contracts have been satisfied. Each of the Assigned Contracts shall be deemed to be valid and binding and in full force and effect and enforceable in accordance with their terms as of the Closing Date, subject to any amendments or modifications agreed to between a counterparty and the Purchaser. Upon the Closing Date, in accordance with sections 363 and 365 of the Bankruptcy Code, the Purchaser shall be fully and irrevocably vested with all right, title, and interest of the Debtors in and under the Assigned Contracts, and each Purchased Contract shall be fully enforceable by the Purchaser in accordance with its respective terms and conditions, except as limited or modified by this Order. To the extent provided in the Purchase Agreement, the Debtors shall cooperate with, and take all actions reasonably requested by, the Purchaser to effectuate the foregoing.

23. Upon payment of the Cure Costs pursuant to the terms hereof and the Purchase Agreement, and the Debtors' assignment of the Assigned Contracts to the Purchaser under the provisions of this Order, no default or other obligations arising prior to the Closing Date shall exist under any Purchased Contract, and each counterparty is forever barred, estopped, and permanently

enjoined from (a) declaring a default by the Debtors or the Purchaser under such Purchased Contract based on acts or occurrences arising prior to or existing as of the Closing Date, (b) raising or asserting against the Debtors or the Purchaser, or the property of either of them, any assignment fee, default, breach, or claim of pecuniary loss, or condition to assignment, arising under or related to the Assigned Contracts, or (c) taking any other action against the Purchaser as a result of any Debtor's financial condition, bankruptcy, or failure to perform any of its obligations under the relevant Purchased Contract. Each counterparty hereby is also forever barred, estopped, and permanently enjoined from (i) asserting against the Debtors or the Purchaser, or the property of any of them, any default or Claim arising out of any indemnity or other obligation or warranties for acts or occurrences arising prior to or existing as of the Closing Date, and (ii) imposing or charging against Purchaser or its affiliates any rent accelerations, assignment fees, increases, or any other fees as a result of the Debtors' assumption and assignment to Purchaser of the Assigned Contracts.

24. Subject to the terms and conditions of the Purchase Agreement, and upon the Closing Date, the Debtors shall have: (i) to the extent necessary, cured or provided adequate assurance of cure of, any default existing prior to the date hereof under the Assigned Contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code and (ii) to the extent necessary, provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under the Assigned Contracts, within the meaning of sections 365(b)(1)(B) and 365(f)(2)(B) of the Bankruptcy Code. The Purchaser's obligations to pay the Cure Costs under the Purchase Agreement and the Purchaser's agreement to perform the obligations under the Assigned Contracts in accordance with the terms of the Purchase Agreement shall constitute adequate assurance of

future performance within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code to the extent that any such assurance is required and not waived by the Counterparties.

25. To the furthest extent permitted by law, any party that may have had the right to consent to the assumption or assignment of a Purchased Contract is deemed to have consented to such assumption and assignment or assignment for purposes of section 365(e)(2)(A)(ii) of the Bankruptcy Code if such party failed to timely object to the assumption or assignment of such Purchased Contract in accordance with the Bidding Procedures Order, and the Purchaser shall be deemed to have demonstrated adequate assurance of future performance with respect to such Purchased Contract pursuant to sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. Any counterparty to an applicable Purchased Contract that may be assumed and assigned to the Purchaser who has not timely filed and served an objection shall be barred from objecting, or asserting monetary or non-monetary defaults, with respect to any such applicable Purchased Contract, and such applicable Purchased Contract, if designated as a Purchased Contract in accordance with the terms of the Purchase Agreement, shall be deemed assumed by the Debtors and assigned to the Purchaser on the Closing Date pursuant to this Order.

26. To the extent a counterparty failed to timely object to the Cure Costs for any applicable Purchased Contract in accordance with the Bidding Procedures Order, such Cure Costs shall be deemed to be finally determined and any such counterparty shall be prohibited from challenging, objecting to, or denying the validity and finality of the Cure Costs at any time.

27. The requirements of Bankruptcy Rule 6006(f)(6) are hereby waived, for cause shown, with respect to the Motion and the relief requested therein.

28. Upon and as of the Closing Date, the Purchaser shall be deemed to be substituted for the applicable Debtor as a party to the applicable Assigned Contracts and the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Assigned Contracts.

29. The Counterparties shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Purchaser, any instruments, applications, consents, or other documents that may be required or requested by any public authority or other party or entity to effectuate the applicable transfers in connection with the Sale of the Purchased Assets.

30. From the date of the entry of this Order, the Debtors may, in their sole discretion, settle objections to assumption and assignment of any applicable Purchased Contract, including to proposed Cure Costs, without, except as required herein, any further notice to or action by any party or order of the Court (including by paying any agreed Cure Cost); *provided* that notice to and consent of the Purchaser shall be required to the extent (a) required under the Purchase Agreement, (b) the Purchaser is liable for such Cure Cost pursuant to the Purchase Agreement, or (c) the Purchaser's rights and remedies are otherwise altered in any way by the resolution; and *provided* further that the Debtors shall provide (i) the DIP Lenders (only to the extent the DIP Obligations have not been fully satisfied), (ii) the Prepetition First Lien Noteholders, and (iii) the Committee (each as defined in the DIP Financing Order) with three (3) Business Days' advance written notice and an opportunity to object with respect to any settlement that requires payment of a Cure Cost in excess of any Cure Costs set forth in that *Notice of Executory Contracts and Unexpired Leases That May Potentially Be Assumed and Assigned in Connection with the Sale of the Debtors' Assets and the Proposed Cure Costs with Respect Thereto* [Docket No. 535]. Unless the Court orders otherwise, contemporaneously with the resolution of any such objection, the

executory contract or unexpired lease underlying such objection shall be deemed a Purchased Contract without the necessity of obtaining any further order of the Court.

31. Nothing in this Order, the Motion, or any other notice or any other document is or shall be deemed an admission by the Debtors or the Purchaser that any contract is an executory contract or must be assumed and assigned pursuant to the Purchase Agreement or in order to consummate the Sale.

V. Approval of the Backup Bids and the Backup Bidders.

32. Subject to the requirements of paragraph 32 of the Bidding Procedures Order, in the event that the Purchaser cannot or refuses to consummate the Sale because of the breach of failure on the part of such Purchaser, the Debtors may, in accordance with the Bidding Procedures, designate the next-highest Backup Bid, as applicable, to be the new Successful Bid, and the corresponding Backup Bidder as the new Successful Bidder, and the Debtors will be authorized to consummate the transactions contemplated by the next-highest Backup Bid on the terms and conditions set forth in such bid and this Order, as applicable.

VI. No Successor Liability; Prohibition of Actions Against the Purchaser.

33. The Purchaser is not a "successor" to, a mere continuation of, or an alter ego of, any of the Debtors or their estates, and there is no continuity of enterprise or common identity between the Purchaser and the Debtors by reason of any theory of law or equity. Neither the purchase of the Purchased Assets by the Purchaser nor the fact that the Purchaser is using any of the Purchased Assets previously operated by the Debtors will cause the Purchaser to be deemed a successor to, combination of, or alter ego of, in any respect, any of the Debtors or the Debtors' businesses, or incur any liability derived therefrom within the meaning of any foreign, federal, state, or local revenue, tax, antitrust, environmental, labor law (including any WARN Act), employment, pension, ERISA or other benefits law (except any obligations to provide COBRA

continuation coverage), de facto merger, business continuation, substantial continuity, successor, vicarious, alter ego, derivative, transferee, veil piercing, escheat, continuity of enterprise, mere continuation, product line, or other law, rule, regulation (including filing requirements under any such laws, rules, or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule, or regulation or doctrine, whether now known or unknown, now existing or hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether matured or unmatured, whether contingent or noncontingent, whether liquidated or unliquidated, whether arising prior to or subsequent to the Commencement Date, whether imposed by agreement, understanding, law, equity, or otherwise, including, but not limited to, liabilities on account of warranties, intercompany loans, and receivables among the Debtors, and any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the cancellation of debt of the Debtors or their Affiliates, or in any way relating to the operation of any of the Purchased Assets or ratings experience of the Debtors prior to the Closing Date, in each case other than the Permitted Encumbrances and Assumed Liabilities.

34. Except with respect to the Permitted Encumbrances and the Assumed Liabilities, the Purchaser shall not have, assume, or be deemed to assume, or in any way be responsible for, any liability or obligation of any of the Debtors or their estates, or any of the Debtors' predecessors or Affiliates with respect to the Purchased Assets or otherwise. Without limiting the generality of the foregoing, and except as otherwise specifically agreed in the Purchase Agreement, the Purchaser shall not have any liability, responsibility, or obligation for any Interests of the Debtors or their estates, including any claims, liabilities, or other obligations related to the Purchased Assets, including, for the avoidance of doubt, and without limiting the generality of the foregoing, any Successor or Other Liabilities, which may become due or owing (a) prior to the Closing Date

or (b) from and after the Closing Date but which arise out of or relate to any act, omission, circumstance, breach, default, or other event occurring prior to the Closing Date. For the avoidance of doubt, the Purchaser shall not have any liability, responsibility, or obligation for and the Purchased Assets shall be sold and transferred to the Purchaser free and clear of any bidding protections that may be payable to any other bidders in connection with the Sale.

35. Except with respect to Permitted Encumbrances, Assumed Liabilities, or as otherwise specifically set forth in the Purchase Agreement, all Persons (including but not limited to, all debt holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade creditors, litigation claimants, contract counterparties, customers, landlords, licensors, employees, and other holders of Interests against or in any of the Debtors or any portion of the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, known or unknown, contingent or noncontingent, liquidated or unliquidated, senior or subordinate, asserted or unasserted, whether arising prior to or subsequent to the Commencement Date, whether imposed by agreement, understanding, law, equity, or otherwise), arising under or out of, in connection with, or in any way relating to, the Debtors, the Purchased Assets, the operation of the Debtors' business prior to the Closing, or the transfer of the Purchased Assets to the Purchaser (including without limitation any Successor or Other Liabilities or rights or claims based thereon)) shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing against the Purchaser or any Purchaser Party, or their respective assets or properties, including, without limitation, the Purchased Assets, any Interests of any kind or nature whatsoever that such Person had, has, or may have against or in the Debtors, their estates, officers, directors, shareholders, or the Purchased Assets, including, without limitation, the following actions: (a) commencing or continuing in any manner any action or other proceeding,

the employment of process, or any act (whether in law or equity, in any judicial, administrative, arbitral, or other proceeding) against the Purchaser or any Purchaser Party, or their respective assets or properties, including the Purchased Assets; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Purchaser or any Purchaser Party, or their respective assets or properties, including the Purchased Assets; (c) creating, perfecting, or enforcing any Interest against the Purchaser or any Purchaser Party, or their respective assets or properties, including the Purchased Assets; (d) asserting any setoff (to the extent not taken prepetition), or right of subrogation, of any kind against any obligation due the Purchaser or any Purchaser Party, or their respective assets or properties, including the Purchased Assets; (e) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (f) to the extent prohibited by section 525 of the Bankruptcy Code, revoking, terminating, or failing or refusing to transfer or renew any license, permit, or authorization to operate any of the Purchased Assets or conduct any of the businesses operated with the Purchased Assets.

36. Except as provided in the Purchase Agreement and except with respect to the Permitted Encumbrances and the Assumed Liabilities and without limiting other applicable provisions of this Order, the Purchaser is not, by virtue of the consummation of the Sale, assuming, nor shall it be liable or responsible for any liabilities, debts, commitments, or obligations (whether known or unknown, disclosed or undisclosed, absolute, contingent, inchoate, fixed, or otherwise) in any way whatsoever relating to or arising from the Debtors, the Purchased Assets, or the Debtors' operation of their businesses or use of the Purchased Assets on or prior to the Closing Date or any such liabilities, debts, commitments, or obligations that in any way whatsoever relate to periods

on or prior to the Closing Date or are to be observed, paid, discharged, or performed on or prior to the Closing Date (in each case, including, without limitation, any Excluded Liabilities, any Successor or Other Liabilities and any liabilities that result from, relate to, or arise out of tort or product liability claims), or any liabilities calculable by reference to the Debtors or their assets or operations or relating to continuing conditions existing on or prior to the Closing Date, including with respect to any of the Debtors' predecessors or Affiliates, which liabilities, debts, commitments, and obligations are hereby extinguished insofar as they may give rise to Successor or Other Liability.

VII. Other Provisions.

37. The transactions contemplated by the Purchase Agreement and this Order are undertaken by the Purchaser without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not alter, affect, limit, or otherwise impair the validity of the Sale (including the assumption, assignment, and/or transfer of the Assigned Contracts), unless such authorization and consummation of the Sale are duly stayed pending such appeal. The Purchaser is a good-faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to, and hereby granted, the full rights, benefits, privileges, and protections of section 363(m) of the Bankruptcy Code. As a good-faith purchaser of the Purchased Assets, the Purchaser has not entered into any agreement with any other potential bidders and has not colluded with any potential or actual bidders, and therefore, neither the Debtors nor any successor in interest to the Debtors' estates shall be entitled to bring an action against the Purchaser, and the Sale may not be avoided, pursuant to section 363(n) of the Bankruptcy Code. The Purchase Agreement shall not be subject to rejection or avoidance under any circumstances.

38. No bulk sales law or any similar law of any state or other jurisdiction shall apply in any way to the transactions contemplated under the Purchase Agreement.

39. For cause shown, pursuant to Bankruptcy Rules 6004(h), 6006(d), and 9014, this Order shall not be stayed after the entry hereof, but shall be effective and enforceable immediately upon entry, and the stays provided in Bankruptcy Rules 6004(h) and 6004(d) are hereby expressly waived and shall not apply. Accordingly, the Debtors and Purchaser are authorized and empowered to close the Sale immediately upon entry of this Order.

40. The failure to include or specifically reference any particular provision of the Purchase Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Purchase Agreement be authorized and approved in its entirety.

41. To the extent that this Order is inconsistent with the Motion, the terms of this Order shall control and govern. To the extent that there are any inconsistencies between the terms of this Order, on the one hand, and the Purchase Agreement on the other hand, the terms of this Order shall control and govern. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion in the Chapter 11 Cases, the terms of this Order shall govern. Unless otherwise provided herein, to the extent this Order is inconsistent with the Bidding Procedures Order or any other prior order or pleading in the Chapter 11 Cases, this Order shall govern.

42. The Purchase Agreement may be modified, amended, or supplemented in a writing signed by the parties thereto and in accordance with the terms thereof, in consultation with the Committee, the DIP Lenders, and the Prepetition First Lien Noteholders, without further notice to or order of the Court; provided that any such modification, amendment or supplement does not

have a material adverse effect on the Debtors' estates, does not otherwise conflict with this Order, and does not impact third parties without their consent.

43. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted to the extent necessary, without further order of the Court, to allow the Purchaser and the Debtors to deliver any notice provided for in the Purchase Agreement and allow the Purchaser and the Debtors to take any and all actions permitted under the Purchase Agreement.

44. From time to time, as and when requested by the other, the Debtors and the Purchaser, as the case may be, shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the Sale, including, such actions as may be necessary to vest, perfect or confirm, or record or otherwise, in the Purchaser its right, title and interest in and to the Purchased Assets, including the Assigned Contracts, subject to the provisions of the applicable Agreement.

45. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order, the Purchase Agreement, and any amendments thereto and any waivers and consents given thereunder, and to adjudicate, if necessary, any and all disputes concerning or in any way relating to the Sale, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Purchased Assets to the Purchaser, (b) interpret, implement, and enforce the provisions of this Order, including but not limited to the injunctions and limitations of liability set forth in this Order, (c) protect the Purchaser against any Interests in or against the Debtors or the Purchased Assets of any kind or nature whatsoever that are not Assumed Liabilities or Permitted Encumbrances, including, without limitation, to enjoin the commencement or continuation of any action seeking to impose successor liability or bulk sale

liability on the Purchaser, (d) decide any disputes concerning this Order and the Purchase Agreement, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Purchase Agreement and this Order including, but not limited to, the interpretation of the terms, conditions, and provisions hereof and thereof, the status, nature, and extent of the Purchased Assets and any Assigned Contracts and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning the transfer of the assets free and clear of all Interests (other than the Permitted Encumbrances and the Assumed Liabilities), and (e) enter any orders under sections 105, 363, and 365 of the Bankruptcy Code, or otherwise, with respect to the Purchased Assets and the Assigned Contracts.

Dated: November 12th, 2025
Wilmington, Delaware

LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT A

Purchase Agreement

ASSET PURCHASE AGREEMENT

between

#1 APEX ASSOCIATION, LLC

as Purchaser,

and

MARINELAND LEISURE, INC.,

Debtor-in-Possession,

as Seller,

Dated as of

November 10, 2025

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and dated November 8, 2025, by and between #1 Apex Association, LLC, a Florida limited liability company ("Purchaser"), and Marineland Leisure, Inc., a Florida corporation ("Seller").

RECITALS

A. Seller is engaged primarily in business of the operation of entertainment parks offering interactive and educational experiences with dolphins (the "Business").

B. Purchaser desires to purchase certain assets of Seller (as more particularly defined in Section 1.1 of this Agreement) and Seller desires to sell such Target Assets to Purchaser upon the terms and subject to the conditions set forth herein.

C. On March 31, 2025, Seller commenced a chapter 11 case, which is administratively consolidated under the lead case captioned *In re Leisure Investments Holdings LLC, et al.*, Case No. 25-10606 (LSS) (collectively, the "Bankruptcy Cases") under Chapter 11 of Title 11 of the United States Bankruptcy Code, as amended (the "Bankruptcy Code") in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"), thereby creating the estates in accordance with Section 541 of the Bankruptcy Code, and are continuing in the possession of their assets and in the management of their business as debtors in possession under Sections 1107 and 1108 of the Bankruptcy Code.

D. Seller, subject to the receipt of any higher or better offer received by Seller for the Target Assets, desires to sell to Purchaser the Target Assets pursuant to the terms and conditions of this Agreement and Purchaser desires to so purchase and acquire its respective assets from Seller (the "Acquisition") in accordance with Sections 105, 363 and 365 of the Bankruptcy Code.

NOW THEREFORE, in consideration of the promises made herein, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE 1
PURCHASE OF TARGET ASSETS.

1.1 Purchase and Sale of Target Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing, Seller agrees to sell, convey, transfer, assign, and deliver to Purchaser, and Purchaser agrees to purchase, acquire, and accept from Seller, for the Purchase Price hereinafter specified, all right, title, and interest in and to such of the Target Assets (as defined below) as are to be purchased, acquired, and accepted by Purchaser. The Target Assets shall be sold, conveyed, transferred, assigned, and delivered free and clear of all Encumbrances, except for Permitted Encumbrances. The "Target Assets" to be acquired by the Purchaser

hereunder shall be the following, except for the Excluded Assets (collectively, the "Target Assets"):

the Marineland Assets, including:

(a) All Real Property set forth on Schedule 1.1(a);

(b) All Inventory located at the Real Property set forth on Schedule 1.1(a) or scheduled for delivery or in transit to such Real Property;

(c) All live animals located at the Real Property set forth on Schedule 1.1(a) and used in the operation of the Business;

(d) All Tangible Property located at the Real Property;

(e) All of Seller's right, title, and interest of every kind and description in and to the following assets:

(i) the contracts set forth on Schedule 1.1(e)(i) primarily related to the Marineland Assets (the "Marineland Contracts"); and

(ii) all of Seller's Business Records related to the Marineland Assets;

(f) all authorizations of Governmental Authorities primarily related to the Marineland Assets (but only to the extent such authorizations are assignable or otherwise freely transferable), including permits, licenses, certificates, consents, variances, approvals, and environmental permits or authorizations; and

(g) any Trade Rights exclusively related to the Marineland Assets;

provided, however, none of the Target Assets shall in any event be deemed to include any asset expressly designated as an Excluded Asset pursuant to Section 3.1.

1.2 Assumption of Certain Liabilities.

1.2.1 Upon the terms and subject to the conditions of this Agreement, at the Closing on the Closing Date and as of the Effective Time, Purchaser shall assume only the obligations of Seller (i) under the Assigned Contracts being assigned to Purchaser to the extent such obligations (A) are applicable to and accrue with respect to periods subsequent to the Effective Time and (B) are accompanied by a correlated duty of performance or payment on the part of the other parties thereto, (ii) all Cure Amounts, and (iii) all Assumed PTO (collectively, the "Assumed Liabilities"). Purchaser shall not assume, incur, guarantee, or otherwise be obligated with respect to any liability whatsoever of Seller other than the Assumed Liabilities assumed by Purchaser. With respect to any of the Assumed Liabilities, such assumption by Purchaser is for the benefit only of Seller and shall not expand, increase, broaden, or enlarge the rights or remedies of any other party, nor create in any other party any right against Purchaser that such party would not have against Seller if this Agreement had not been consummated. For the avoidance of doubt, Seller is transferring the Target Assets to Purchaser "as is," "where is," and

"with all faults" pursuant to Section 1.5, and Seller shall not be obligated to Purchaser for any liability associated with the Target Assets or the condition of the Target Assets.

1.2.2 Except as expressly provided in Section 1.2.1, Purchaser does not hereby and will not assume or become liable for and shall not be obligated to pay or satisfy any obligation, debt, or liability whatsoever, whether fixed, contingent, or otherwise, of Seller or any other Person, including, without limitation, any Indebtedness or other claim, liability, obligation, or Tax arising out of the ownership or use of the Target Assets or circumstances or occurrences or the operations of the Business or transactions contemplated by this Agreement or Seller or any other Person prior to the Effective Time and whether or not disclosed on the Schedules attached hereto, and regardless of when or by whom asserted (collectively, the "Excluded Liabilities"). The Excluded Liabilities shall remain the responsibility and obligation of Seller after Closing.

1.3 Assignment of Certain Contracts. At the Closing and to the extent permitted under applicable law, Seller shall assume and assign to Purchaser and Purchaser shall assume solely to the extent included in the Target Assets, and succeed to the rights and privileges of Seller under and to, the Marineland Contracts identified on Schedule 1.1(e) hereto, (the "Assigned Contracts"). Purchaser and Seller, by mutual agreement, may remove any Contracts designated as Assumed Contracts prior to the Sale Hearing. Purchaser shall be responsible for the payment and satisfaction of all cure amounts as determined by the Bankruptcy Court pursuant to Section 365(b) of the Bankruptcy Code with respect to the Assigned Contracts (the "Cure Amounts").

1.4 Instruments of Conveyance, Assumption or Assignment. The sale, conveyance, transfer, assignment, and delivery of the Target Assets, and the assumption of the Assigned Contracts and the Assumed Liabilities, as herein provided, shall be effected by bills of sale, assignments, deeds, consents, endorsements, drafts, or other instruments in such reasonable and customary form as shall be requested by Purchaser, and Seller shall at any time and from time to time after the Closing, upon reasonable request, execute, acknowledge, and deliver such additional bills of sale, endorsements, assignments, deeds, drafts, checks, or other instruments and take such other actions as may be reasonably required to vest title to the Target Assets in Purchaser and otherwise effectuate the transactions contemplated by this Agreement.

1.5 "AS IS" TRANSACTION. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SELLER MAKES NO (AND SELLER EXPRESSLY DISCLAIMS AND NEGATES ANY) REPRESENTATIONS OR WARRANTIES OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, WITH RESPECT TO THE TARGET ASSETS OR ANY OTHER MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE TARGET ASSETS, THE PHYSICAL CONDITION OF ANY PART OF THE TARGET ASSETS OR ANY OTHER ASSET THAT IS THE SUBJECT OF ANY LEASE OR CONTRACT TO BE ASSUMED BY PURCHASER AT THE CLOSING, THE ENVIRONMENTAL CONDITION OR OTHER MATTER RELATING TO THE PHYSICAL CONDITION OF ANY REAL PROPERTY OWNED BY SELLER OR THAT ARE THE SUBJECT OF ANY REAL PROPERTY LEASE OR LICENSE TO BE ASSUMED BY PURCHASER AT THE CLOSING, THE ZONING OF ANY SUCH REAL ESTATE, THE VALUE OF THE TARGET ASSETS (OR ANY PORTION THEREOF), THE

TRANSFERABILITY OF THE TARGET ASSETS, THE TERMS, AMOUNT, VALIDITY, OR ENFORCEABILITY OF ANY ASSUMED LIABILITIES, THE TITLE OF THE TARGET ASSETS (OR ANY PORTION THEREOF), THE MERCHANTABILITY OR FITNESS OF THE TANGIBLE ASSETS, INVENTORY, OR ANY OTHER PORTION OF THE TARGET ASSETS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO THE TARGET ASSETS OR ANY PORTION THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE TARGET ASSETS. PURCHASER FURTHER ACKNOWLEDGE THAT PURCHASER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE TARGET ASSETS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE TARGET ASSETS AS PURCHASER DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE TARGET ASSETS, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH HEREIN, PURCHASER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, PURCHASER WILL ACCEPT THE TARGET ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

ARTICLE 2
PURCHASE PRICE.

2.1 Purchase Price. In consideration for the sale, conveyance, transfer, and delivery of the Target Assets, upon the terms and subject to the covenants and conditions set forth in this Agreement, Purchaser shall assume the Assigned Contracts and Assumed Liabilities and Purchaser shall pay to Seller $6,500,000.00 (the "Cash Purchase Price" and together with the Assumed Liabilities, collectively the "Purchase Price"), payable as set forth in this Article 2.

2.2 Payment of the Purchase Price.

2.2.1 In accordance with the Bidding Procedures, upon Purchaser's execution and delivery of this Agreement, Purchaser will execute and deliver the Deposit Escrow Agreement and, upon execution and delivery of the Deposit Escrow Agreement by each of the other parties thereto, Purchaser will deliver to the Deposit Escrow Agent, pursuant to the terms of the Deposit Escrow Agreement, an amount equal to ten percent (10%) of the Purchase Price in immediately available funds (the "Cash Deposit"). The Cash Deposit shall be held by the Deposit Escrow Agent in a non-interest-bearing account. In the event the Purchase Price payable by Purchaser increases as a result of a higher bid submitted by Purchaser at the Auction and such bid is accepted by Seller as the winning or second highest bid at the Auction, Purchaser shall deliver to the Deposit Escrow Agent such additional immediately available funds as are necessary to cause the amount of the Cash Deposit to be equal to ten percent (10%) of any increased Purchase Price. The Cash Deposit shall be held by the Deposit Escrow Agent and be released as follows:

2.2.1.1.1 If the Closing shall occur, Seller and Purchaser shall

jointly instruct the Deposit Escrow Agent to, on the Closing Date, deliver the Cash Deposit, together with all accrued investment income thereon, by wire transfer of immediately available funds, on behalf of Seller, as provided in Section 2.2.3 and the instructions provided to the Deposit Escrow Agent (and such amounts shall be applied as a credit toward the payment of the Purchase Price).

2.2.1.1.2 If this Agreement is terminated by Seller pursuant to Section 10.1.4 or Section 10.1.7 and Seller is not then in material breach of Seller's obligations pursuant to this Agreement, the Deposit Escrow Agent shall deliver the Cash Deposit, together with all accrued investment income thereon, to Seller. If the Cash Deposit is delivered to, or becomes deliverable to, anyone other than Purchaser such deposit will constitute liquidated damages. Because it would be impractical and extremely difficult to determine the extent of any damages that might result from a breach of, or default under, this Agreement by Purchaser prior to the Closing, it is understood and agreed that such liquidated damages (in an amount equal to the Cash Deposit) represent Purchaser's and Seller's reasonable estimate of actual damages, such liquidated damages do not constitute a penalty and such deposit will constitute Seller's sole and exclusive remedy for any breach of, or default under, this Agreement by Purchaser prior to the Closing.

2.2.1.1.3 If this Agreement is terminated for any reason other than as set forth in Section 2.2.1.2, the Deposit Escrow Agent shall deliver the Cash Deposit, together with all accrued investment income thereon, to Purchaser.

2.2.2 At the Closing, Purchaser shall make a cash payment (the "Closing Payment") to Seller in the amount equal to the Cash Purchase Price minus an amount equal to the Cash Deposit and any accrued investment income thereon. Such cash payment shall be made by wire transfer of immediately available funds to such account as Seller shall designate no later than two (2) Business Days prior to the Closing Date. At the Closing, the Deposit Escrow Agent shall transfer the Cash Deposit to Seller by wire transfer of immediately available funds to such account as Seller shall designate to the Deposit Escrow Agent.

2.3 Allocation of the Aggregate Purchase Price. The Seller and Purchaser agree the Aggregate Purchase Price and the Assumed Liabilities as well as any other items constituting the amount realized for Tax purposes (the "Allocable Consideration") will be allocated among the Target Assets in a manner consistent with Section 1060 of the Tax Code and Treasury regulations promulgated thereunder. Purchaser will, no later than forty-five (45) days following the Closing Date, prepare and deliver to the Seller a schedule setting forth the allocation of the Allocable Consideration in accordance with the preceding sentence (the "Allocation Schedule"). Purchaser and Seller will endeavor for a period of not less than thirty (30) days to resolve any disputes related to the Allocation Schedule. Neither Purchaser nor Seller will take any position that is contrary to or inconsistent with the Allocation Schedule for any Tax purpose, including with respect to any Tax Return (including amended Tax Returns). In the event that the Allocation Schedule is disputed by any Governmental Authority, the Party receiving notice of such dispute will promptly notify the other Parties and the Parties will consult in good faith as to how to resolve such dispute in a manner consistent with the agreed upon Allocation Schedule. Notwithstanding any provision of this Section 2.4 to the contrary, if Purchaser and Seller are not able to agree to the Allocation

Schedule, each Party shall be allowed to use that Party's own formulation with respect to the allocation of the Allocable Consideration.

ARTICLE 3
EXCLUDED ASSETS.

3.1 Excluded Assets. The Target Assets to be acquired by Purchaser hereunder do not include the following (hereinafter referred to as the "Excluded Assets"):

3.1.1 any cash on hand, in banks, and any cash equivalents;

3.1.2 all of Seller's interest in any Trade Rights not used primarily in the business of Seller;

3.1.3 all claims, rights and causes of action of Seller arising under or relating to Chapter 5 of the Bankruptcy Code (whether or not asserted as of the Closing Date), including, without limitation, any such claims and actions against non-insiders and non-Affiliates arising under Sections 544, 545, 547, 548, 549 or 551 of the Bankruptcy Code;

3.1.4 Seller's rights under this Agreement and all cash and non-cash consideration payable or deliverable to Seller pursuant to the terms and provisions hereof;

3.1.5 all insurance policies, proceeds, claims and causes of action of any kind, all unearned insurance premiums, and all accrued insurance refunds or rebates, but excepting casualty losses occurring on or after the Closing Date;

3.1.6 all securities, whether capital stock or debt, of any entity;

3.1.7 all rights and claims in or to any refunds or credits of or with respect to any Taxes, assessments or similar charges paid by or on behalf of Seller, in each case to the extent applicable to any period prior to the Closing (but not any of the foregoing paid by any entity comprising Purchaser);

3.1.8 Tax records and minute books of Seller, and any other books and records relating to the Excluded Assets;

3.1.9 all claims arising under any directors and officers liability insurance policies owned by Seller;

3.1.10 all claims and causes of action arising on or before the Closing Date that Seller have against any Affiliate, insider of Seller or any third party (and any recovery on account thereof), except to the extent that such claims or causes of action (i) may constitute a counterclaim, defense, offset, or recoupment right with respect to affirmative claims (if any) that such third party may assert against Purchaser, (ii) arise under any rights under warranties (express or implied), representations, and guarantees made by suppliers, manufacturers, and contractors to Seller in connection with the Target Assets or Business, (iii) arise under the Assigned Contracts assumed and assigned to Purchaser, or (iv) arise under any Licenses acquired by Purchaser; provided,

however, nothing in this Section 3.1.10 shall in any event be deemed to eliminate from the Excluded Assets any asset expressly designated as such pursuant to this Article 3;

3.1.11 professional retainers paid by Seller;

3.1.12 any letters of credit or similar financial accommodations issued to any third party for the account of Seller;

3.1.13 all deposits held by third parties;

3.1.14 any assets other than Target Assets; and

3.1.15 those assets, if any, listed on Schedule 3.1.

3.2 Purchaser Agreement. Purchaser expressly agrees and understands that Seller shall not sell, assign, transfer, convey, or deliver to Purchaser any of the Excluded Assets.

ARTICLE 4
SELLER'S REPRESENTATIONS AND WARRANTIES.

As a material inducement to Purchaser to enter into this Agreement and purchase the Target Assets, each of the Seller warrants and represents to Purchaser on the date hereof:

4.1 Organization and Corporate Power. Except as a result of the commencement of the Bankruptcy Case, Seller is duly formed and validly existing under the laws of the state of such Seller's formation and Seller is qualified to do business in every jurisdiction in which Seller's ownership of property or conduct of business requires Seller to qualify, except where the failure to so qualify or to so be in good standing has not had and would not reasonably be expected to have a Material Adverse Effect. Except as a result of the commencement of the Bankruptcy Case, Seller has all requisite power and authority and all material licenses, permits, and authorizations necessary to own and operate its properties and to carry on its business as now conducted.

4.2 Title and Related Matters. Except as set forth on Schedule 4.2, and excluding Real Property (which is governed by Section 4.9 below), Seller owns and has good and marketable title to all Target Assets. At the Closing, Seller will deliver the Target Assets free and clear of all Encumbrances, except for Permitted Encumbrances.

4.3 Litigation. Except as set forth on Schedule 4.3 and except for the Bankruptcy Case, there are no actions, suits, proceedings, orders, investigations, or claims pending, or to the Knowledge of Seller, overtly threatened against Seller or any of Seller's property, at Law or in equity, or before or by any Governmental Authority that would be expected to have a Material Adverse Effect.

4.4 Compliance with Laws. Except as set forth on Schedule 4.4, to the knowledge of Seller, Seller, in the conduct of Seller's business, is in material compliance with all laws, statutes,

ordinances, regulations, orders, judgments, or decrees applicable to Seller, the enforcement of which, if Seller were not in compliance therewith, would have a Material Adverse Effect.

4.5 Brokers or Finders. Except as set forth on Schedule 4.5, there are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of Seller.

4.6 ERISA and Related Matters. Schedule 4.6 identifies each "employee benefit plan," as such term is defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), that is maintained or otherwise contributed to by Seller for the benefit of Active Farm Employees and each material plan or arrangement not subject to ERISA maintained or otherwise contributed to by Seller for the benefit of Active Farm Employees and providing for deferred compensation, bonuses, equity compensation, employee insurance coverage or any similar compensation or welfare benefit arrangement (each a "Benefit Plan" and, collectively, the "Benefit Plans"). Seller has delivered or made available to Purchaser copies or descriptions of each Benefit Plan that is not a Multiemployer Plan. Except as set forth on Schedule 4.6, Seller does not presently maintain any Benefit Plan subject to Title IV of ERISA. Subject to any exceptions set forth on Schedule 4.6, each Benefit Plan that is not a Multiemployer Plan has been maintained and administered at all times substantially in compliance with its terms and all Applicable Laws, including ERISA and the Code, applicable to such Benefit Plan, except where the failure to do so would not have a Material Adverse Effect.

4.7 Inventory. Except as set forth on Schedule 4.7 and to the Knowledge of Seller, the Inventory consists of items of a quality and quantity useable and salable in the ordinary course of Seller's business, except for obsolete and slow-moving items and items below standard quality, all of which have been written down on the books of Seller to net realizable market value or have been provided for by adequate reserves.

4.8 Personal Property. Except as set forth in Schedule 4.8 and to the Knowledge of Seller, all material Target Assets are generally in good operating condition and repair (ordinary wear and tear excepted).

4.9 Real Property. Schedule 4.9 contains a true and complete list of the Real Property. Except as set forth on Schedule 4.9, Seller has good and marketable fee simple title to all of the Real Property listed as owned by it on Schedule 4.9, and at Closing, Seller will deliver the Real Property free and clear of all Encumbrances (except for Permitted Encumbrances). To the Knowledge of Seller: (i) the Real Property owned by Seller is available for immediate use in the conduct of the Business; (ii) no assessment for public improvements has been made against the Real Property which remains unpaid nor has there been notice of any proposed assessment for public improvement; and (iii) no condemnation or eminent domain proceeding has been commenced against the Real Property nor is any such proceeding under consideration for commencement of any condemnation or eminent domain proceeding.

4.10 Trade Rights. Schedule 4.10 lists all Trade Rights material to the business of Seller or that are used in the Business, or developed in the course of conducting the Business of Seller or by persons employed by Seller in connection with the Business, specifying whether such Trade

Rights are owned, controlled, used, or held (under license or otherwise) by Seller, and also indicating which of such Trade Rights are registered. Seller does not have any rights to a Trade Right used or usable in the Business that is not included in the Target Assets, except as excluded by Article 3. Seller has not granted any license or made any assignment of any Trade Right, and to the Knowledge of Seller, no other person or entity has any right to use any such Trade Right. Except as listed in Schedule 4.10, Seller does not pay any royalties or other consideration for the right to use any Trade Rights of others.

4.11 Environmental Matters. The representations and warranties in this Section 4.11 are Seller's sole and exclusive representations and warranties with respect to environmental matters. Except as set forth on Schedule 4.11, to the Knowledge of Seller, (a) each Seller is in material compliance with applicable Environmental Laws, except to the extent that any such non-compliance would not have a Material Adverse Effect; (b) no Seller has used, stored, released or disposed of Hazardous Material on the Real Property in violation of any Environmental Laws; and (c) there are no underground storage tanks on the Real Property.

4.12 Authorization. Seller has, or on the Closing Date will have, full power, authority, and legal right to execute and deliver this Agreement and all other agreements contemplated hereby to which the Seller is a party, subject to the Bankruptcy Court's entry of the Bankruptcy Orders. Except as set forth in Schedule 4.12 and subject to the Bankruptcy Court's entry of the Bankruptcy Orders, no approvals or consents of any other Persons or Governmental Authority having jurisdiction are necessary in connection with the execution, delivery, and performance of Seller's obligations under this Agreement. This Agreement and all other agreements contemplated hereby, when executed and delivered by Seller, and, subject to the Bankruptcy Court's entry of the Bankruptcy Orders, will constitute the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with this Agreements and other agreements' respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, and similar statutes affecting creditors' rights generally and judicial limits on equitable remedies.

4.13 No Conflict with Other Instruments or Agreements. Except as set forth on Schedule 4.13, the consummation by Seller of the transactions contemplated by this Agreement will not result in or constitute: (i) a default or an event that, with the giving of notice or lapse of time, or both, would constitute a default, breach, or violation of the organizational documents of Seller, (ii) to the Knowledge of Seller, a default or an event that, with the giving of notice or lapse of time, or both, would constitute a default, breach, or violation of any lease, license, promissory note, conditional sales contract, commitment, indenture, mortgage, deed of trust, or other agreement, instrument, or arrangement to which Seller is a party or by which Seller or any of Seller's property is bound; (iii) to the Knowledge of Seller, an event that would permit any counter party to terminate any agreement or to accelerate the maturity of any indebtedness or other obligation of Seller; or (iv) to the Knowledge of Seller, the creation or imposition of any lien, charge, or encumbrance on any of the Target Assets; except in the case of clauses (ii), (iii), and (iv) for defaults, breaches, violations, terminations, accelerations, liens, charges or encumbrances that (x) are excused by the

Bankruptcy Court or the applicability of any provision of the Bankruptcy Code, (y) are set forth on Schedule 4.13, or (z) would not be expected to have a Material Adverse Effect.

ARTICLE 5
PURCHASER'S REPRESENTATIONS AND WARRANTIES.

As a material inducement to Seller to enter into and perform its obligations under this Agreement, Purchaser represents and warrants to Seller on the date hereof:

5.1 Authorization. The execution, delivery, and performance by Purchaser of this Agreement and all other agreements contemplated hereby to which Purchaser is a party have been duly and validly authorized by all necessary company action of Purchaser, and except as set forth on Schedule 5.1, no approvals or consents of any other Person or Governmental Authority having jurisdiction are necessary in connection with Purchaser's execution, delivery, and performance of this Agreement and such other agreements. This Agreement and each such other agreement, when executed and delivered by Purchaser, will constitute the legal, valid, and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, and similar statutes affecting creditors' rights generally and judicial limits on equitable remedies.

5.2 No Conflict with Other Instruments or Agreements. The consummation by Purchaser of the transactions contemplated by this Agreement will not result in or constitute a default or an event that, with the giving of notice or lapse of time, or both, would constitute a default, breach, or violation of the organizational documents of Purchaser or any Contract to which Purchaser is a party or by which Purchaser or any of Purchaser's property may be bound and that would be material to such Purchaser's performance of this Agreement.

5.3 Brokers or Finders. There are no claims for brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement made by or on behalf of Purchaser.

5.4 Funding. Purchaser has sufficient liquid assets available to Purchaser to pay the Purchase Price on the Closing Date and to pay and perform the Assumed Liabilities as they become due.

5.5 Adequate Assurance. Purchaser has the ability to demonstrate to the Bankruptcy Court adequate assurance of future performance under the Assigned Contracts, and shall provide a copy of its financial statements and such other financial information reasonably available to Purchaser that is required by the Bankruptcy Court to demonstrate Purchaser's ability to assume, or to take an assignment of, the Assigned Contracts; provided, however, that any such financial information and related testimony and exhibits, other than information that is otherwise publicly available or is ordinarily provided by such Purchaser to potential contracting parties, shall be

distributed subject to appropriate confidentiality arrangements and shall be filed or otherwise introduced in the Bankruptcy Court only under seal.

ARTICLE 6
COVENANTS, AGREEMENTS PENDING CLOSING, AND OTHER AGREEMENTS.

6.1 Conduct of Seller's Business Pending the Closing.

6.1.1 From the date of this Agreement until Closing, and except as otherwise consented to or approved by the Purchaser in writing or as may be limited or modified as a result of the filing of the Bankruptcy Cases, Seller covenants and agrees with Purchaser as follows:

6.1.1.1 Seller will carry on the Business only in the Ordinary Course of Business (subject to the commencement of the Bankruptcy Cases contemplated herein) and in compliance with Law in all material respects, including Environmental Laws, and use commercially reasonable efforts to: maintain Seller's relationships with customers, suppliers, and others having business dealings with Seller and use commercially reasonable efforts to keep in full force and effect liability insurance and bonds comparable in amount and scope of coverage to that currently maintained.

6.1.1.2 All property and other assets and rights now owned or used by Seller will be used, preserved, and maintained in the Ordinary Course of Business and in compliance with Laws in all material respects, including Environmental Laws, to the same extent and in the same condition as said property, assets, and rights are on the date of this Agreement, ordinary wear and tear excepted.

6.1.1.3 Seller will keep or cause to be kept in effect and undiminished the insurance now in effect on Seller's various properties and other assets, and will purchase such additional insurance, at Purchaser's cost, as Purchaser may request.

6.1.1.4 Seller will not authorize any of, or commit or agree to take, the foregoing actions.

6.2 Additional Covenants and Agreements of Seller. From the date of this Agreement until Closing (except as otherwise provided in Section 6.2.1(b)), Seller further covenants and agrees with Purchaser as follows:

6.2.1 Seller will use Seller's respective commercially reasonable efforts to (a) obtain as promptly as practicable the satisfaction of the conditions to Closing described in this Agreement and any necessary consents or waivers under or amendments to agreements by which Seller is bound and (b) to the extent any permits, licenses, or other documents cannot either be transferred to Purchaser or obtained by Purchaser prior to Closing because of Governmental Authority action or inaction or requirements of applicable Law, Seller agrees to provide to Purchaser, at Purchaser's cost, both prior to and for a period not to exceed 90 days after Closing, all support necessary or reasonably required to effectuate the transfer of such permits, licenses, or other documents, including, without limitation, providing information to Purchaser or any Governmental Authority, preparing all required documentation or executing all documents

necessary to support the transfer or issuance of such permit to such Purchaser immediately following or within a reasonable time after the Closing.

6.2.2 Seller will promptly supplement or amend the Schedules (i) with respect to any matter hereafter arising to the Knowledge of Seller that, if existing or occurring at the date of this Agreement, would have been required to be set forth or described in any Schedule or (ii) that is necessary to correct any information in such Schedules that, to the Knowledge of Seller, is inaccurate on account of the occurrence of an event described in subpart (i).

6.2.3 Seller will promptly supplement or amend the Schedules with respect to any matter hereafter arising that, if existing or occurring at the date of this Agreement, would have been required to be set forth or described in any Schedule, and will promptly notify Purchaser of any breach of Seller's representations, warranties or covenants contained in this Agreement. Each such supplement or amendment to the Schedules shall be deemed to cure any inaccuracy of any representation or warranty made in this Agreement.

6.2.4 Purchaser and Purchaser's counsel, accountants, and other representatives in connection with this transaction shall have full access during normal business hours to all properties and other assets, books, accounts, records, contracts, and other documentation of, or relating to, the business of Seller, including all Tax Returns and Tax records. Seller shall promptly furnish or cause to be furnished to Purchaser, or the representatives of Purchaser hereunder, all data, documentation, processes, and other information concerning the business, finances, and properties of the Business that may reasonably be requested, including all Tax Returns and Tax records.

6.3 [Reserved].

6.4 Covenants and Agreements of Purchaser. From the date of this Agreement until Closing, Purchaser covenants and agrees with Seller as follows:

6.4.1 Purchaser will use Purchaser's commercially reasonable efforts to execute and deliver any documents and instruments that may reasonably be required to assist Seller in obtaining any necessary consents or waivers under or amendments to agreements by which Seller is bound and that are conditions to Closing described in this Agreement; provided, however, that Purchaser shall not be obligated hereunder to incur any cost or expense relating thereto or to execute any guaranty, assumption of liability or other document or instrument requiring Purchaser to assume obligations not contemplated by this Agreement.

6.4.2 Promptly after the date of this Agreement, and in any event within the applicable time period prescribed by statute or regulations, Purchaser will use Purchaser's commercially reasonable efforts to promptly make all filings and notifications required by Law to be made by Purchaser in connection with the transactions contemplated by this Agreement. Purchaser will use Purchaser's commercially reasonable efforts to cooperate with Seller and Seller's representatives (a) with respect to all filings and notifications Seller elects to make or are required to make in connection with the transactions contemplated by this Agreement, (b) in identifying and obtaining any governmental authorizations required by Purchaser to own and operate the Target Assets from and after the Closing Date, and (c) in obtaining all consents

identified in Schedule 5.1. To the extent any permits, licenses relating to the public display of the any of the Target Assets cannot either be transferred to Purchaser or obtained by Purchaser prior to Closing because of Governmental Authority action or inaction or requirements of applicable Law, Purchaser agrees to take possession of and to own and operate the Target Assets from and after the Closing Date, and will comply with any and all applicable Law.

6.5 Bankruptcy Court Approval.

6.5.1 Sale Order. Subject to the availability of the Bankruptcy Court, Seller will seek an order of the Bankruptcy Court, in form and substance reasonably acceptable to Purchaser, pursuant to the Sale Motion (the "Sale Order") that (a) approves the sale of the Target Assets to Purchaser on the terms and conditions set forth in this Agreement and authorizes Seller to proceed with the sale of the Target Assets to the Purchaser on the terms and conditions set forth in this Agreement, (b) includes a specific finding that Purchaser is a good faith purchaser of the Target Assets to be acquired by Purchaser within the meaning of §363(m) of the Bankruptcy Code and is entitled to the protections of §363(m) of the Bankruptcy Code, (c) states that the sale of the Target Assets to Purchaser shall be free and clear of all Encumbrances (except for Permitted Encumbrances), and (d) approves Seller's assumption and assignment to Purchaser of the Assigned Contracts pursuant to Section 365 of the Bankruptcy Code subject to such Purchaser's ability to demonstrate to the Bankruptcy Court adequate assurance of future performance under the Assigned Contracts. Purchaser shall provide a copy of such financial information as may be required by the Bankruptcy Court to demonstrate Purchaser's ability to assume, or to take an assignment of, the Assigned Contracts. Seller shall use commercially reasonable efforts to obtain entry of the Sale Order by November 17, 2025, and Purchaser shall support entry of the Sale Order by the Bankruptcy Court. Both Purchaser's and Seller's obligations to consummate the transactions contemplated in this Agreement are conditioned upon the Bankruptcy Court's entry of the Sale Order.

6.5.2 Defense of Orders. If the Sale Order or any other order of the Bankruptcy Court relating to this Agreement (collectively, the "Bankruptcy Orders") shall be appealed (or a petition for certiorari or motion for rehearing or reargument shall be filed with respect thereto), Seller shall take all steps as may be appropriate to defend against such appeal, petition, or motion, and Purchaser agrees to cooperate in such efforts, and each of Seller and Purchaser shall endeavor to obtain an expedited resolution of such appeal.

6.6 [Reserved.]

6.7 Employment of Seller's Employees.

6.7.1 For the purpose of this Agreement, the term "Active Employees" shall mean all employees of Seller who are in active employment status in the Business on the day immediately preceding the Closing Date. For purposes of this Section 6.7, the term "active employment status" does not include any individual not actively at work due to illness, injury, short-term disability or sick leave, authorized leave of absence, layoff for lack of work, service in the Armed Forces of the United States, retirement, resignation, permanent dismissal, or long-term disability.

6.7.2 Purchaser shall offer employment (subject to compliance with Purchaser's customary hiring practices) to each of the Active Employees set forth on Schedule 6.7.2 effective upon the Closing Date. Purchaser hereby offers employment (subject to compliance with such Purchaser's customary hiring practices) and effective upon the Closing Date to those Active Employees listed on Schedule 6.7.2. For the purpose of this Agreement, the term "Hired Active Employees" shall mean those Active Employees who accept Purchaser's offer of employment. All Hired Active Employees shall cease employment with the applicable Seller effective upon the Closing Date.

6.8 Salaries and Benefits.

6.8.1 Purchaser shall, or shall cause one of its affiliates to, provide the Hired Active Employees with, at a minimum, base salary or wage levels that are, in the aggregate, no less favorable than such base salary or wage levels as in effect prior to the Closing Date. Purchaser shall, for the purposes of eligibility and vesting under Purchaser's benefit plans, recognize employment with Seller (or Seller's respective predecessors) for purposes of eligibility and vesting (but not benefit accrual or contributions). Purchaser shall take commercially reasonable action to waive any preexisting condition or similar exclusion under such benefit plan or program established or maintained by such Purchaser for any Hired Active Employees who were not covered by such exclusion prior to the Closing Date. Seller shall be responsible for the payment of all wages and other remuneration due to Active Employees with respect to Active Employees' services as employees of Seller through the close of business on the day immediately prior to the Closing Date. Purchaser shall be responsible for the payment of all wages and other remuneration due to Hired Active Employees with respect to their services as employees of Purchaser on and after the Closing Date and any termination or severance payments due to Hired Active Employees under termination or severance programs or plans, if any, by reason of any events occurring on or after the Closing Date.

6.8.2 Purchaser agrees, in accordance with the provisions of Treasury Regulations § 54.4980B-9 and any and all applicable Internal Revenue Service guidance concerning such Treasury Regulation, to offer COBRA continuation health coverage to all "M&A qualified beneficiaries," as defined in Treasury Regulations § 54.4980B-9 Q&A - 4, as such regulations apply to the transaction set forth in this Agreement. Purchaser acknowledges and agrees that, subsequent to the Closing Date, Purchaser shall be responsible for distributing all necessary COBRA continuation health coverage documentation and forms to the M&A qualified beneficiaries, including timely distribution of a COBRA continuation coverage notice in accordance with the applicable provisions of the Tax Code. A Disclosure Statement of Private Information previously provided to the Purchaser sets forth, for each employee and each M&A qualified beneficiary, such person's full name, address, current type of coverage, current monthly premium paid for coverage, and, if on COBRA as of the date of this Agreement, (i) the type of initial qualifying event that gave rise to the Seller's COBRA obligation, (ii) the date of such qualifying event, and (iii) the date such coverage was otherwise scheduled to end.

6.8.3 [Reserved.]

6.8.4 Purchaser shall assume the accrued but unused vacation or paid time off for the Hired Active Employees hired by Purchaser to the extent that neither Applicable Laws nor the

Vacation Policy requires that such unused vacation or paid time off be paid as a result of the consummation of the transactions contemplated by this Agreement ("Assumed PTO"). The Assumed PTO shall be available for use by the Hired Active Employees in accordance with Purchaser's paid time off and vacation policies ("Purchaser PTO Policies"). The Disclosure Statement of Private Information previously provided to Purchaser sets forth the accrued but unused vacation or paid time off for each of the Active Employees. Notwithstanding the foregoing, after the Assumed PTO for a Hired Active Employee is used by such Hired Active Employee, such Hired Active Employee will accrue paid time off and leave in accordance with Purchaser's PTO Policies as may be modified from time to time. For purposes of determining paid time off or vacation accrual under the Purchaser PTO Policies, Purchaser shall give each Hired Active Employee credit for service provided to Seller from the date of such Hired Active Employee's most recent hire with Seller until the date that is immediately prior to the consummation of the transactions contemplated by this Agreement.

6.8.5 Seller shall be liable for any claims made or incurred by Active Employees and their beneficiaries through the Closing Date under the Benefit Plans. For purposes of the immediately preceding sentence, a charge will be deemed incurred, in the case of hospital, medical or dental benefits, when the services that are the subject of the charge are performed and, in the case of other benefits (such as disability or life insurance), when an event has occurred or when a condition has been diagnosed that entitles the employee to the benefit.

6.8.6 No provision in this Agreement, including without limitation this Section 6.8, shall create any third-party beneficiary rights in any person, entity, or organization, including without limitation employees or former employees (including any beneficiary or dependent thereof) of Seller, unions or other representatives of such employees or former employees, or trustees, administrators, participants, or beneficiaries of any Benefit Plan, and no provision of this Agreement shall create such third-party beneficiary rights in any such Person in respect of any benefits that may be provided, directly or indirectly, under any Benefit Plan that is or may in the future be maintained by Purchaser. No provision of this Agreement, including without limitation this Section 6.8, shall be deemed to amend any Benefit Plan that is or may in the future be maintained by Purchaser.

6.9 Reasonable Access to Records and Certain Personnel. So long as one or more of the Bankruptcy Cases are pending, following the Closing, Purchaser shall provide Seller and Seller's counsel and other professionals employed in the Bankruptcy Cases with reasonable access to all documents and records relating to the Target Assets acquired by Purchaser for the purpose of the continuing administration of the Bankruptcy Cases (including the pursuit of any avoidance, preference or similar actions), which access shall include (a) the right of Seller's professionals to copy, at Seller's expense, such documents and records as Seller or Seller's professionals may request in furtherance of the purposes described above and (b) Purchaser's copying and delivering to Seller or Seller's professionals such documents or records as Seller or Seller's professionals may request, but only to the extent Seller or Seller's professionals furnish Purchaser with

reasonably detailed written descriptions of the materials to be so copied and Seller reimburses Purchaser for the reasonable costs and expenses thereof.

ARTICLE 7
CONDITIONS PRECEDENT TO EACH PURCHASER'S OBLIGATIONS.

The obligation of Purchaser to consummate the transactions contemplated by this Agreement is subject to the satisfaction (or waiver by such Purchaser), prior to or at Closing, of each of the following conditions:

7.1 Conditions Precedent.

7.1.1 [Reserved].

7.1.2 Representations and Warranties. Each of the representations and warranties made herein by Seller shall be true and correct in all material respects (except for those representations and warranties already qualified by materiality, which shall be true and correct in all respects) as of the Closing with the same effect as though made at that time except for changes contemplated, permitted or required by this Agreement.

7.1.3 Performance. Seller shall have materially performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed and complied with by it prior to the Closing.

7.1.4 Certificate. Purchaser shall have received, at the Closing, a certificate of Seller, signed by an authorized officer of Seller, stating that the preconditions specified in Sections 7.1.2 and 7.1.3 above have been satisfied or waived.

7.1.5 No Material Adverse Effect. Between the date hereof and the Closing Date, there shall not have occurred any Material Adverse Effect.

7.1.6 No Violation of Applicable Law. No provision of any applicable Law shall prohibit the consummation of the Closing.

7.1.7 No Termination. This Agreement shall not have been terminated pursuant to Article 10.

7.1.8 Seller's Deliveries. Purchaser shall have received the deliveries of Seller set forth in Section 9.2.

7.1.9 No Pending Action. Other than actions or proceedings that are stayed by operation of Section 362(a) of the Bankruptcy Code or resolved by the Bankruptcy Court in the Sale Order, (i) there shall not be instituted, pending or threatened any action, investigation or proceeding by any Governmental Authority and (ii) there shall not be instituted, pending, or threatened any action or proceeding by any other Person, domestic or foreign, before any Governmental Authority, in either case (A) challenging or seeking to make illegal, to delay materially, directly or indirectly, to restrain or prohibit the consummation of the transactions contemplated by this Agreement, seeking to obtain material damages or imposing any material

adverse conditions in connection therewith, directly or indirectly relating to the transactions contemplated by this Agreement, (B) seeking to restrain, prohibit, or delay in any material respect the exercise of full rights of ownership or operation by Purchaser or Purchaser's Affiliates of all or any portion of the Target Assets acquired by Purchaser or Seller's business, or to compel Purchaser or any of Purchaser's Affiliates to dispose of or hold separate all or any portion of the Target Assets acquired by Purchaser or any of the other businesses or assets of Purchaser or any of Purchaser's Affiliates, (C) seeking to impose or confirm material limitations on the ability of any Purchaser or any of Purchaser's Affiliates to exercise full rights of the ownership of the Target Assets or Assumed Liabilities acquired by Purchaser, (D) seeking to require divestiture by Purchaser or any of Purchaser's Affiliates of any assets of Seller, or (E) that otherwise would reasonably be expected to have a Material Adverse Effect.

7.2 Court Approval Required. The Bankruptcy Court shall have entered the Sale Order. Notwithstanding the foregoing, nothing in this Agreement shall preclude the Parties from consummating the transactions contemplated herein prior to the time that the Sale Order shall have become a Final Order. No notice of waiver of any condition to the Closing need be given except to Seller, it being the intention of the Parties that Purchaser shall be entitled to, and is not waiving, the protection of section 363(m) of the Bankruptcy Code, the equitable mootness doctrine and any similar statute or body of Law if the Closing occurs in the absence of the Sale Order becoming a Final Order.

7.3 No Injunctions. There shall be no effective injunction, writ, or preliminary restraining order or any order of any nature issued or Applicable Law passed by a Governmental Authority to the effect that the Closing may not be consummated.

7.4 Consents to the Transactions. All necessary and material consents, waivers, and agreements to the consummation of the Acquisition contemplated by this Agreement, or otherwise pertaining to the matters covered by this Agreement will have been obtained by Seller and delivered to Purchaser; provided, however, that Seller shall not be required to obtain any consent, waiver, or agreement to the consummation of the Acquisition to the extent the Sale Order provides that such consent, waiver, or agreement is not required.

ARTICLE 8
CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS.

Each and every obligation of Seller to consummate the transactions contemplated by this Agreement is subject to the satisfaction (or waiver by Seller), prior to or at Closing, of each of the following conditions:

8.1 [Reserved].

8.2 Representations and Warranties; Performance. Each of the representations and warranties made herein by Purchaser shall be true and correct in all material respects as of the Closing with the same effect as though made at that time except for changes contemplated, permitted or required by this Agreement; Purchaser shall have materially performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed and complied with by Purchaser prior to the Closing; and Seller shall have received, at the Closing, a

certificate of Purchaser, signed by an authorized officer of Purchaser, stating that each of the representations and warranties made herein by Purchaser is true and correct in all material respects as of the Closing except for changes contemplated, permitted, or required by this Agreement and that Purchaser has materially performed and complied with all agreements, covenants, and conditions required by this Agreement to be performed and complied with by Purchaser prior to the Closing.

8.3 Orders. The Bankruptcy Court shall have entered the Sale Order and such Order shall not have been reversed, modified, amended, or stayed.

8.4 Purchaser's Deliveries. Seller shall have received the deliveries of Purchaser set forth in Section 9.3.

8.5 No Termination. This Agreement shall not have been terminated pursuant to Article 10.

8.6 No Injunctions. No Governmental Authority of competent jurisdiction shall have been enacted, issued, promulgated, enforced, or entered under any Applicable Law that is in effect on the Closing Date and that prohibits consummation of the Closing.

ARTICLE 9
CLOSING.

9.1 Time, Place and Manner of Closing. Unless this Agreement has been terminated according to Article 10 hereof, and provided that the conditions to the Closing set forth in Article 7 and Article 8 are satisfied or waived, the closing of the transactions contemplated by this Agreement (the "Closing") will be held on the fifth (5th) Business Day after the satisfaction or waiver of all the conditions set forth in Article 7 and Article 8 (or as soon thereafter as practicable after the satisfaction or waiver of all such conditions), other than conditions that, by their nature, will be satisfied at the Closing, but in any event not later than December 5, 2025, ("Closing Date"). At the Closing, the Parties will exchange certificates and other instruments and documents in order to determine whether the terms and conditions of this Agreement have been satisfied. At the Closing, Seller will deliver to Purchaser such bills of sale, assignments, deeds, consents, endorsements, drafts or other instruments as are necessary or appropriate to vest in Purchaser title to the Target Assets acquired by Purchaser in accordance with the terms of this Agreement.

9.2 Closing Deliveries of Seller. At the Closing, Seller shall deliver or cause to be delivered to Purchaser:

9.2.1 a bill of sale, for the applicable Target Assets, duly executed by Seller;

9.2.2 an assignment and assumption agreement for the applicable Assigned Contracts and the Assumed Liabilities, duly executed by Seller;

9.2.3 [Reserved.]

9.2.4 all material consents and approvals relating to Seller required to be obtained as a result of the transactions that are the subject of this Agreement, including, without limitation,

material consents and approvals from third party licensors; provided, however, that Seller shall not be required to obtain (i) any approvals from any Governmental Authority, or (ii) any such consent or approval to the extent the Sale Order provides that such consent or approval is not required;

9.2.5 a copy, certified by an authorized officer of Seller to be true, complete, and correct as of the Closing Date, of the resolutions of Seller's board of directors or managers, as applicable, authorizing and approving the transactions contemplated hereby;

9.2.6 the certificate required by Section 7.1.4, duly executed by officers of Seller;

9.2.7 a properly completed and executed IRS Form W-9 from Seller (provided that Purchaser's sole remedy for failure to provide such forms shall be withholding the amounts required to be withheld in accordance with applicable Law);

9.2.8 a non-foreign affidavit from Seller, dated as of the Closing Date, issued pursuant to Section 1445 of the Tax Code and the Treasury regulations promulgated thereunder, stating that such Seller is not a "foreign person" as defined in Section 1445 of the Tax Code (provided that a Purchaser's sole remedy for failure to provide such forms shall be withholding the amounts required to be withheld in accordance with applicable Law); and

9.2.9 for all owned Real Property included in the Target Assets, a special or limited warranty deed in form prepared by Purchaser and reasonably satisfactory to Seller that conveys title to such Real Property to Purchaser free and clear of all Encumbrances, except for Permitted Encumbrances, and such other usual and customary instruments of conveyance, assignments, certificates, affidavits, transfer forms, and other documents as may be necessary to effect the conveyance of the Real Property included in the Target Assets to Purchaser.

9.3 Closing Deliveries of Purchaser. At the Closing, Purchaser shall deliver or cause to be delivered to Seller:

9.3.1 an assignment and assumption agreement for the applicable Assigned Contracts and the Assumed Liabilities, duly executed by the Purchaser;

9.3.2 [Reserved];

9.3.3 a copy, certified by an authorized officer of Purchaser to be true, complete, and correct as of the Closing Date, of the resolutions of Purchaser's governing board or managers, authorizing and approving the transactions contemplated hereby;

9.3.4 the certificate required by Section 8.2, duly executed by an officer of Purchaser; and

9.3.5 the Closing Payment.

9.4 Transfer Taxes. All transfer, documentary, sales, use, stamp, registration and other similar Taxes and all conveyance fees, recording chargers and other fees and chargers (including any penalties and interest) incurred in connection with the consummation of the transactions contemplated by this Agreement shall be payable by Purchaser. Seller will cause to be filed all

necessary Tax Returns and other documentation with respect to all such Taxes, fees, and charges, and if required by applicable Law, Purchaser will join in the execution of any such Tax Returns and other documentation. Purchaser and Seller agree to use Purchaser's and Seller's respective commercially reasonable efforts to obtain any certificate, including a resale certificate, or other document from any Governmental Authority as may be necessary to mitigate, reduce, or eliminate any Tax that could be imposed (including, but not limited to, with respect to the transactions contemplated hereby).

9.5 Proration of Taxes and Charges; Returns.

9.5.1 In the case of any real or personal property Taxes or similar *ad valorem* Taxes attributable to the Target Assets for which Taxes are reported on a Tax Return covering a period commencing on or before the Closing Date and ending after the Closing Date ("Straddle Tax Period"), any such Straddle Tax Period Taxes shall be prorated between Seller and Purchaser on a per diem basis. Seller shall be responsible for the amount apportioned to periods on or before the Closing Date and Purchaser shall be responsible for the amount apportioned to periods after the Closing Date. The Party required by Law to file a Tax Return with respect to Straddle Period Taxes shall do so within the time prescribed by Law.

9.5.2 Purchaser and Seller agree to furnish or cause to be furnished to each other, upon request, as promptly as practical, such information (including reasonable access to books and records, Tax Returns, and Tax filings) and assistance as is reasonably necessary for the filing of any Tax Return, the conduct of any Tax audit, and for the prosecution or defense of any claim, suit or proceeding relating to any Tax matter. Purchaser and Seller shall cooperate with each other in the conduct of any Tax audit or other Tax proceedings and each shall execute and deliver such powers of attorney and other documents as are necessary to carry out the intent of this Section 9.5.

9.6 Consummation of Closing. All acts, deliveries, and confirmations comprising the Closing regardless of chronological sequence shall be deemed to occur contemporaneously and simultaneously upon the occurrence of the last act, delivery, or confirmation of the Closing and none of such acts, deliveries, or confirmations shall be effective unless and until the last of the same shall have occurred. Regardless of when the last act, delivery, or confirmation of the Closing

shall take place, however, the transfer of the Target Assets shall be deemed to occur as of the start of business at the principal office of Seller on the date of the Closing (the "Effective Time").

ARTICLE 10
TERMINATION OF AGREEMENT.

10.1 Termination Events. By notice given prior to or at the Closing, this Agreement may be terminated as follows:

10.1.1 by mutual consent of Purchaser and Seller;

10.1.2 by Purchaser or Seller in the event the Closing has not occurred on or before December 5, 2025; provided, however, that a Party may not seek to terminate this Agreement on the basis that it has failed to comply fully with its obligations under this Agreement;

10.1.3 by Purchaser if any of Seller's Bankruptcy Cases is dismissed or converted to one under Chapter 7 of the Bankruptcy Code, if a trustee or an examiner with expanded powers is appointed in any of the Bankruptcy Cases, or if a motion for relief from the automatic stay is granted with respect to a material portion of the Target Assets;

10.1.4 by the non-breaching Party upon a material breach of any provision of this Agreement provided that such breach has not been waived by the non-breaching Party and has continued after notice to the breaching party by the non-breaching Party without cure for a period of ten (10) Business Days; or

10.1.5 by Purchaser if satisfaction of any condition in Article 7 hereof on or before December 5, 2025, or such later date as the Parties may agree upon, becomes impossible (other than through the failure of a Purchaser to comply with its obligations under this Agreement) or by Seller if satisfaction of any condition in Article 8 hereof on or before December 5, 2025, becomes impossible (other than through the failure of Seller to comply with their obligations under this Agreement).

10.1.6 By Seller if the U.S. Dept. of Commerce National Oceanic and Atmospheric Administration has not approved transfer of ownership of the Seller's marine animals to Purchaser pursuant to NOAA FORM 89-881.

10.1.7 By Seller if, within three (3) Business Days of entry of the Sale Order, Purchaser does not provide Seller with evidence reasonably satisfactory to the Seller (such as a verified bank statement) that Purchaser maintains cash in the full amount of the Cash Purchase Price.

10.1.8 By either Party if, prior to Closing, either Party is unable to obtain any Governmental Authority approvals or consents necessary to transfer ownership of the Target Assets to Purchaser as of the Closing; provided, however, that Purchaser understands and expressly agrees that failure to obtain any licenses, approvals, accreditations, or other consents from any Governmental Authority or accrediting body that are necessary to operate the Business in the ordinary course and consistent with past practices, including but not limited to any permit for the public exhibition of live animals, is not a basis to terminate the Agreement and, notwithstanding

any other provision in this Agreement to the contrary, failure to obtain any licenses, approvals, accreditations, or other consents from any Governmental Authority or accrediting body in connection with the transfer of the Target Assets to Purchaser or the operations of the Business and use of the Target Assets shall not be a breach of Seller's obligations under this Agreement and Purchaser shall have no recourse against Seller with respect thereto.

10.2 Effect of Termination. Each Party's right of termination according to Section 10.1 of this Agreement is in addition to any other right it may have under this Agreement or otherwise, and the exercise of a Party's right of termination will not constitute an election of remedies. If this Agreement is terminated according to Section 10.1, this Agreement will be of no further force or effect; provided, however, that (i) this Section 10.2 will survive the termination of this Agreement and will remain in full force and effect and (ii) subject to Section 13.13, the termination of this Agreement will not relieve any Party from any liability for any breach of this Agreement occurring prior to termination.

10.3 Termination Procedure. Any Party desiring to exercise its right to terminate this Agreement shall deliver to the other Parties notice of termination in accordance with Section 13.6, stating with a reasonable degree of specificity the reason relied upon for such termination.

ARTICLE 11
FURTHER ASSURANCES.

11.1 Separate Agreements Executed in Connection with Closing. The Parties shall abide by, and otherwise perform under the terms and conditions of each and every agreement deemed executed and delivered contemporaneously with the Closing.

11.2 Cooperation of the Parties After Closing. Upon the request of any Party after the Closing, any other Party will use commercially reasonable efforts to (i) take all action, (ii) execute all documents and instruments, and (iii) provide any supplemental information and further assurances necessary or desirable to consummate and give effect to the transactions contemplated by this Agreement; provided, however, it is expressly agreed that the Purchaser does not require transition services from Seller to transition the Target Assets and the Business to Purchaser, and Seller shall not be required to assist Purchaser in the transition of the Target Assets and the Business to Purchaser, except as may be required pursuant to Section 6.2.1(b) of this Agreement.

11.3 Payroll. Purchaser will furnish to Seller such payroll and employee information as Seller may reasonably require in connection with the preparation or examination of payroll Tax Returns, workers' compensation reports and audits, and qualified plan administration records.

ARTICLE 12
DEFINITIONS.

"Acquisition" has the meaning set forth in the recitals of this Agreement.

"Active Employees" has the meaning set forth in Section 6.7.1.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with,

such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of more than fifty percent (50%) of the outstanding voting power of such Person or the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities, by Contract or otherwise.

"Allocable Consideration" has the meaning set forth in Section 2.3.

"Allocation Schedule" has the meaning set forth in Section 2.4.

"Applicable Law" means, with respect to any Person, any Law applicable to such Person or such Person's business, properties, or assets.

"Assigned Contracts" has the meaning set forth in Section 1.3 of this Agreement.

"Assumed Liabilities" has the meaning set forth in Section 1.2.1 of this Agreement.

"Assumed PTO" has the meaning set forth in Section 6.8.5.

"Auction" means the auction to consider bids for the purchase of Seller's assets to be scheduled and conducted in accordance with the Bidding Procedures Order.

"Bankruptcy Cases" has the meaning set forth in the recitals of this Agreement.

"Bankruptcy Code" has the meaning set forth in the recitals of this Agreement.

"Bankruptcy Court" has the meaning set forth in the recitals of this Agreement.

"Bankruptcy Orders" has the meaning set forth in Section 6.5.2 of this Agreement.

"Benefit Plan(s)" has the meaning set forth in Section 4.6.

"Bidding Procedures" means the bidding procedures for the sale of Seller's assets approved by the Bankruptcy Court in the Bidding Procedures Order.

"Bidding Procedures Order" means the Order [Docket No. 402] entered by the Bankruptcy Court on July 29, 2025 in the Bankruptcy Cases, establishing bidding procedures for the sale of Seller's assets and establishing a date for the Auction.

"Business Day" means any day of the year, excluding Saturday, Sunday and any other day on which national banks are required or authorized to close in New York, New York.

"Cash Deposit" has the meaning set forth in Section 2.2.1 of this Agreement.

"Cash Purchase Price" has the meaning set forth in Section 2.1 of this Agreement.

"Closing" has the meaning set forth in Section 9.1 of this Agreement.

"Closing Date" has the meaning set forth in Section 9.1 of this Agreement.

"Closing Payment" has the meaning set forth in Section 2.2.3.

"COBRA" means health care continuation coverage under the Consolidated Omnibus Reconciliation Act of 1985, as amended.

"Contract" means any written or oral contract, agreement, commitment, purchase order, license, lease, release, consent, indenture, or evidence of indebtedness.

"Cure Amounts" has the meaning set forth in Section 1.3.

"Deposit Escrow Agent" means Verita Global, LLC.

"Deposit Escrow Agreement" means the escrow agreement among Leisure Investments Holdings LLC and Deposit Escrow Agent, establishing an escrow to hold deposits, including the Cash Deposit, submitted in connection with the Auction.

"Effective Time" has the meaning set forth in Section 9.6 of this Agreement.

"Encumbrance" means any lien, mortgage, deed of trust, deed to secure debt, pledge, restriction on transfer, proxy and voting or other agreement, claim, charge, security interest, easement, right of way, encroachment, servitude, right of first option, right of first refusal, preemptive right or similar restriction, use restriction, or other encumbrance, option or defect in title of every type and description, whether imposed by law, agreement, understanding or otherwise, including, without limitation, all liens, encumbrances, and interests in property as set forth in Section 363 of the Bankruptcy Code.

"Environmental Laws" means all Laws relating to pollution or protection of health, safety, natural resources or the environment, or the generation, use, treatment, storage, handling, transportation or release of, or exposure to, Hazardous Materials, including the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), Safe Drinking Water Act (42 U.S.C. §3000(f) et seq.), Toxic Substances Control Act (15 U.S.C. §2601 et seq.), Clean Air Act (42 U.S.C. §7401 et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.) and other analogous federal, national, foreign, international, state, provincial and local statutes.

"ERISA" has the meaning set forth in Section 4.6 of this Agreement.

"ERISA Affiliate" has the meaning set forth in Section 4.6.

"Excluded Assets" has the meaning set forth in Section 3.1 of this Agreement.

"Excluded Liabilities" has the meaning set forth in Section 1.2.2.

"Final Order" means an order of the Bankruptcy Court, the operation or effect of which has not been stayed, and which is not subject to any pending appeal, request for leave to appeal or

request for reconsideration and as to which the time for any such appeal, request for leave to appeal or request for reconsideration has expired.

"GAAP" means United States generally accepted accounting principles, consistently applied.

"Governmental Authority" means any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any United States or foreign federal, state or local government, including any governmental authority (including any bilateral or multilateral governmental authority), agency, branch, department, board, commission or instrumentality of such government or any political subdivision thereof, and any tribunal, court or arbitrator(s) of competent jurisdiction, and shall include the Bankruptcy Court.

"Hazardous Material" means petroleum and all derivatives thereof or synthetic substitutes therefor, asbestos and asbestos containing materials and any and all materials now or hereafter defined, listed, designated or classified as, or otherwise determined to be, "hazardous wastes," "hazardous substances," "radioactive," "solid wastes," or "toxic" (or words of similar meaning) under or pursuant to, or otherwise listed or regulated pursuant to, any applicable Environmental Law.

"Hired Active Employees" has the meaning set forth in Section 6.7.2 of this Agreement.

"Indebtedness" shall mean, without duplication (i) all indebtedness for borrowed money, whether current or funded, secured or unsecured, (ii) that portion of obligations with respect to capital leases that is properly classified (or should be properly classified) as a liability on a balance sheet in conformity with GAAP (as hereinafter defined); (iii) notes payable and drafts accepted representing extensions of credit whether or not representing obligations for borrowed money (for the avoidance of doubt, excluding any trade accounts payable and checks payable to Seller that have been endorsed by a Seller for collection in the Ordinary Course of Business); (iv) all amounts drawn under outstanding letters of credit; (v) all interest rate swap, derivative or similar arrangements; (vi) all obligations for the deferred purchase price of any property or services (other than trade accounts payable and checks payable to Seller which have been endorsed by Seller for collection in the Ordinary Course of Business); (vii) guaranties securing indebtedness for borrowed money; (viii) all deferred compensation obligations, including (A) all payment obligations under any non-qualified deferred compensation plan of Seller and (B) any underfunded pension or post-retirement liabilities of Seller; (ix) all costs and obligations incurred in connection with a change of control of Seller or the sale of the business of Seller; (x) all obligations created or arising under any conditional sale or other title retention agreement with respect to property acquired by Seller (even though the rights and remedies of the seller or lender under such agreement in the event of a default may be limited to repossession or sale of such property); (xi) all obligations secured by a purchase money mortgage or other Encumbrance to secure all or part of the purchase price of property subject to such mortgage or Encumbrance; (xii) all obligations secured by Encumbrances on property acquired by Seller, whether or not such obligations were assumed by a Seller at the time of acquisition of such property; (xiii) all obligations in respect of dividends, distributions or similar payments payable to members; (xiv) all obligations of a type referred to in clauses (x)-(xiii) which is directly or indirectly guaranteed by a Seller or which Seller has agreed (contingently or otherwise) to purchase or otherwise acquire or in respect of which it

has otherwise assured a credit against loss, and (xv) any refinancings of the foregoing, including principal, interest, prepayment penalties and similar obligations thereto and Taxes associated with the payment of any such amount, all as the same may be payable upon the complete and final payoff thereof, regardless of whether such payoff occurs prior to, simultaneous with or following the Closing.

"Inventory" means all inventories of animal feeds, injectable and other treatments and similar materials, propane, maintenance supplies, replacement parts and disposable supplies, and any other raw materials, work-in-progress and finished goods, wherever located (including items in transit) owned by Seller and used in the operation of the Business as presently conducted.

"IRS" means the Internal Revenue Service.

"Knowledge of Seller" means the actual or constructive knowledge of the following individuals (after due inquiry): Edwin Gonzalez and Robert Wagstaff.

"Law" means any federal, state or local law (including common law), statute, code, ordinance, rule, regulation, treaty, convention, decree, order, judgment, injunction, directive, technical standard or other requirement enacted, promulgated, issued, entered or enforced by a Governmental Authority.

"Marineland Assets" means all of Seller's assets, properties, and business of every kind and description and situated at the Real Property set forth on Schedule 1.1(a), except for the Excluded Assets.

"Marineland Contracts" has the meaning set forth in Section 1.1(e)(1) of this Agreement.

"Material Adverse Effect" means (a) any event, change, or matter in respect of the Target Assets transferred to Purchaser that, individually or in the aggregate, results in or would be reasonably expected to result in a material adverse effect on the results of operations, assets or condition (financial or otherwise) or liabilities of Seller or the Business, excluding any such event, change or matter to the extent resulting from or arising in connection with the filing of the Bankruptcy Cases; or (b) any event, condition or matter that would have a material adverse effect on the legality, validity, or enforceability of this Agreement and the agreements and instruments to be entered into in connection herewith, or prevents, materially delays, or materially impedes the consummation of the transactions contemplated hereby, or the realization of the rights and remedies hereunder. For purposes of determining whether any event, change or matter constitutes a "Material Adverse Effect" under this definition, the Parties agree that the analysis of materiality shall not be limited to a long-term perspective.

"Multiemployer Plan" means a multiemployer plan as defined in ERISA section 3(37)(A).

"Ordinary Course of Business" means, subject to any limitations imposed as a result of the filing of the Bankruptcy Cases, only the ordinary course of business engaged in by Seller, consistent with past practices.

"Parties" means Seller and Purchaser and "Party" means Seller or Purchaser.

"Permitted Encumbrances" means (a) all Encumbrances that are disclosed in the Schedules and not otherwise eliminated by the Sale Order, (b) liens relating to Taxes, assessments, fees, levies, duties or other governmental charges of any kind that are not yet due and payable as of the Closing (or if delinquent, that are being contested in good faith by Seller by appropriate proceedings), (c) any obligations or duties affecting the Business or any of the Target Assets to the extent created by any Governmental Authority under any permit, license, authorization, or Applicable Law, other than Taxes, (d) the Assumed Liabilities, (e) mechanic's, materialmen's, repairmen's and other statutory liens arising in the Ordinary Course of Business and securing obligations incurred prior to Closing, for which Seller is and will remain responsible for payment and removal of such liens at or after Closing, (f) the terms, conditions, restrictions, obligations, exceptions, reservations, limitations and other matters contained in any rights of way or documents under which Seller obtained any rights of way or other property rights, in each case that do not, and will not, interfere materially with the ownership, use, operation or value of the Target Assets, (g) in the case of Real Property, the provisions of any Applicable Law (including but not limited to zoning, entitlement, building and other land use regulations) regulating the use or occupancy of the Real Property or the activities conducted thereon, none of which interfere with the use of the Real Property as currently utilized, (h) the rights of customers of Seller with respect to inventory under orders or contracts entered into by Seller in the Ordinary Course of Business, (i) all Encumbrances that secure obligations in respect of or otherwise pertain to any Assumed Liabilities, and (j) other Encumbrances that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

"Person" means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations and Governmental Authorities, whether or not legal entities.

"Purchase Price" has the meaning set forth in Section 2.1 of this Agreement.

"Purchaser" has the meaning set forth in the preamble of this Agreement.

"Purchaser PTO Policies" has the meaning set forth in Section 6.8.5.

"Real Property" means the interests of Seller in real property, including, without limitation, land, buildings, structures, improvements, fixtures, leaseholds and leasehold improvements.

"Sale Order" has the meaning set forth in Section 6.5.1 of this Agreement.

"Seller" has the meaning set forth in the preamble of this Agreement.

"Straddle Tax Period" has the meaning set forth in Section 9.5.

"Target Assets" has the meaning set forth in Section 1.1 of this Agreement.

"Tax" and "Taxes" means all taxes, charges, fees, levies, duties or other like assessments, including without limitation, all federal, state, local, or foreign (or any governmental unit, agency, or political subdivision of any of the foregoing) income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental

(including taxes under Tax Code Section 59A), customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, sales, use, transfer, registration, unclaimed property, ad valorem, value added, alternative or add-on minimum, estimated, or any other governmental charges of any kind whatsoever (but excluding any water, sewer, or utility charges), including any interest, penalty, or addition thereto, whether disputed or not for and including any obligations to indemnify or otherwise assume or succeed to the Tax liability of any other Person, including by reason of transferee or successor liability, the application of Treasury Regulation section 1.1502-6, by Contract or otherwise.

"Tax Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Tax Return" means all returns, reports, certificates, audit reports, estimates, claims for refund, information statements, elections, statements of foreign bank and financial accounts and other returns and documents relating to or required to be filed in connection with any Taxes (whether or not a payment is required to be made with respect to such filing), including any schedule or attachment thereto, and including any amendment thereof. Any one of the foregoing Tax Returns shall be referred to sometimes as a "Tax Return."

"Trade Rights" means: (i) all trademark rights, business identifiers, trade dress, service marks, trade names, brand names, domain names, and websites; (ii) all copyrights and all other rights associated therewith and the underlying works of authorship; (iii) all patents, patent applications and all proprietary rights associated therewith; (iv) all contracts or agreements granting any right, title, license, or privilege under the intellectual property rights of any third party; (v) all inventions, mask works and mask work registrations, know-how, discoveries, improvements, designs, trade secrets, shop and royalty rights, employee covenants and agreements respecting intellectual property and non-competition, and all other types of intellectual property; and (vi) all registrations of any of the foregoing, all applications therefor (whether in draft or filed form), all goodwill associated with any of the foregoing, and all claims for infringement or breach thereof.

"Vacation Policy" has the meaning set forth in Section 6.8.5 of this Agreement.

ARTICLE 13
MISCELLANEOUS PROVISIONS.

13.1 Nature and Survival of Representations and Warranties. The Parties hereto agree that the representations and warranties of the Parties contained in this Agreement and in any certificate delivered pursuant hereto by any Party shall not survive the Closing.

13.2 Exhibits and Schedules. The Exhibits and Schedules (and any supplements thereto) referred to in this Agreement are a part of this Agreement as if fully set forth herein. All references to this Agreement shall be deemed to include such Exhibits and Schedules, unless the context otherwise requires.

13.3 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto (whether by operation of Law or otherwise) without the prior written consent of the other parties, provided that Purchaser may assign some or all of Purchaser's rights hereunder to one or more Affiliates of Purchaser, provided that Purchaser shall remain liable for of Purchaser's obligations hereunder.

13.4 Governing Law and Jurisdiction.

13.4.1 The construction, interpretation and enforcement of this Agreement will be governed by the laws of the State of Delaware without regard to any conflict of laws principles thereof.

13.4.2 The Parties agree that the Bankruptcy Court shall retain exclusive jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement or the implementation or breach hereof.

13.5 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

13.6 Notices. All notices, requests, demands and other communications under this Agreement shall be made in writing and will be deemed to have been duly given (i) when hand delivered (with written confirmation of receipt); (ii) when sent by email without notice of rejection; or (iii) when received by the addressee, if sent by United States Certified Mail, Return Receipt Requested, postage prepaid, or by nationally recognized express delivery service guaranteeing next Business Day delivery, in each case to the appropriate address(es) and email addresses set forth below (or to such other address and email address as a party may hereafter designate by notice to the other parties):

If intended for Seller:

c/o Riveron Management Services, LLC
600 Brickell Avenue, Suite 2550
Miami, FL 33131
Attention: Robert Wagstaff, Chief Restructuring Officer
E-Mail: Robert.Wagstaff@riveron.com

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

Young Conaway Stargatt & Taylor, LLP
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Attention: Sean T. Greecher, Esq.
Craig D. Grear, Esq.
Email: sgreecher@ycst.com
cgrear@ycst.com

If intended for Purchaser:

Joyce, LLC
1225 King Street
Suite 800
Wilmington, DE 19801
Attention: Michael J. Joyce, Esq.
E-mail: mjoyce@mjlawoffices.com

13.7 Public Announcements. Any public announcement, including any press release, communication to employees, customers, suppliers, or others having dealings with Seller or Purchaser, or similar publicity with respect to this Agreement or any of the transactions contemplated hereby, will be issued at such time, in such manner, and containing such content as Seller and Purchaser mutually determine.

13.8 Expenses. Except as otherwise provided in this Agreement, whether or not the transactions contemplated by this Agreement are consummated, each of the Parties shall pay the fees and expenses of such Party's respective counsel, accountants, and other professionals incident to the negotiation and preparation of this Agreement and the consummation of the transactions contemplated hereby.

13.9 Third Parties. Nothing in this Agreement, whether express or implied, shall confer any rights or remedies under or by reason of this Agreement on any person other than the parties to it and their respective successors and permitted assignees, nor shall any provision in this Agreement relieve or discharge the obligation or liability of any third Person to any Party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any Party to this Agreement.

13.10 Time of the Essence. Time is of the essence in all dates and time periods set forth or referred to in this Agreement.

13.11 Construction. The headings used in this Agreement are for convenience of reference only and are not a part of this Agreement and do not in any way control, define, limit, or add to the terms and conditions hereof. In the construction of this Agreement, the singular shall include the plural and the plural, the singular, unless the context otherwise requires. Further, the use of the masculine, feminine and/or neuter gender shall include each other gender where applicable.

13.12 Counterparts; Electronic Signatures; Effectiveness of this Agreement.

13.12.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

13.12.2 A manual signature on this Agreement or other documents to be delivered pursuant to this Agreement, or an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where

required, by DocuSign or any other means of electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

13.13 Remedies Cumulative. The rights and remedies of the Parties are cumulative and not alternative; provided, however, that if Seller elects to pursue the remedy of specific performance such remedy shall be limited, as to Purchaser, to only those Target Assets purported to be acquired by Purchaser hereunder and to the Purchase Price to be paid by Purchaser hereunder.

13.14 Entire Agreement; Amendment; Waiver.

13.14.1 This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties, whether written or oral. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the Parties.

13.14.2 No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the day and year first above written.

Purchaser:

#1 APEX ASSOCIATION, LLC

By: Jon Rubel
Name: Jon Rubel
Title: Authorized Person

Seller:

MARINELAND LEISURE, INC.

By: Robert Wagstaff
Name: Robert Wagstaff
Title: Chief Restructuring Officer